**DEFENCE FIRE & RESCUE PROJECT (DFRP)**

**CONTRACT NUMBER ARMYHQ/DFRP003**

**SCHEDULE 01**

**Definitions and Acronyms**

**{S1}**

Document Control

Distribution

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Related Documents

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| Project Terms and Conditions |  |
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**Definitions**

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| Active Member | means an individual who has been admitted to and remains in active membership of any of the Schemes; |
| Accruing Superannuation Liability Charges (ASLC) | means in the context of Schedule 8 (PPIM) the rate of employer contributions that are paid to the Cabinet Office every month, which are credited to the Cabinet Office: Civil Superannuation; |
| Achieve | means in relation to a Milestone, the Milestone Achievement Criteria for that Milestone have been satisfied pursuant to Schedule 17 (Mobilisation and Migration), and "Achieved" shall be construed accordingly; |
| Actual Cost  | means the actual costs that fall under the definition of an Allowable Cost incurred by the Contractor in delivering the Services; |
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| Additional Deductions  | means Service Credits due to Repeat PI Performance Level Failures for the Same Cause as set out in paragraph 12.8 of Schedule 6 (Performance Measurement); |
| Administrative Action  | means the process of updating the Contract documentation to take account of any Contract Amendments; |
| Admission Agreement | means in relation to the Contractor or a Sub-contractor an agreement made (or to be made) between (1) The Minister for the Cabinet Office (2) the Contractor or the Sub-contractor, as the case may be, and (3) the Authority relating to the participation of the Contractor or the Sub-contractor, as applicable, in the Schemes for the benefit of the Former Authority Employees who are for the time being employed by the Contractor or the Sub-contractor, as applicable, and which is substantively in the form set out in Annex A to Schedule 16 (*TUPE and Pension (Unitied Kingdom and Northern Ireland only*)); |
| Affiliate | means in relation to any person, any holding company or subsidiary of that person or any subsidiary of such holding company, and "holding company" and "subsidiary" shall have the meaning given to them in section 736 of the Companies Act 1985, or to the extent that the Companies Act 2006 applies, section 1159 of that Act; |
| Allied Quality Assurance Publication 2105 | means standards for quality assurance systems, specifically NATO Requirements for Deliverable Quality Plans that have been developed by NATO; |
| Allowable Cost  | means those costs set out in paragraph 10.1 of Schedule 8 (PPIM); |
| Alpha (or alpha) | means the public service pension scheme for civil servants established under the Public Services Pensions Act 2013 introduced with effect on and from 1 April 2015 (and includes, unless the context otherwise requires, any successor scheme); |
| Alternative Dispute Resolution  | means any of a range of voluntary processes usually involving a neutral third party that brings the Parties together to resolve a Dispute without resorting to litigation, and shall include mediation, adjudication and expert determination in accordance with any further provisions of Schedule 22 (*Dispute Resolution*); |
| Annual Financial Performance Review  | means the process as set out in paragraphs 16.1 to 16.6 of Schedule 8 (PPIM); |
| Applicable Area | means a CONDO Applicable Area, being an operational area or any other specific area identified by the Authority as CONDO applicable; |
| Approved Subcontractor  | means any of those Subcontractors listed in the table set out in Paragraph 1 of Schedule 19 (*Subcontractors*) as updated from time to time in accordance with Clause 33 (*Subcontracting*); |
| Arbitration Notice  | shall have the meaning given in Schedule 22 (*Dispute Resolution*); |
| Area of Responsibility (AoR)  | means the geographical area for which a Defence Fire Station is responsible for providing the Fire and Rescue Capability; |
| ARFF | means Airfield Rescue and Firefighting; |
| ARFF Locations | means Airfield Rescue and Firefighting Locations; |
| ARFF Risk | means Airfield Rescue and Firefighting risks; |
| ARFF Aerodrome Category  | shall have the meaning as set out in JSP 426 Volume 3 Leaflet 2, August 2015; |
| Article | means part or the whole of any article which the Contractor is required under the Contract to supply; |
| Assets | means all assets and rights to enable the Authority or a Follow On Contractor to operate and maintain the Service in accordance with this Contract and pursuant to its terms including:(a) any land or buildings; and or(b) any equipment; and/or(c) any books and records (including operating and maintenance manuals, health and safety manuals and other know how), performance data or data feeds; and/or(d) any spare parts, tools and other assets (together with any warranties in respect of assets being transferred); and/or(e) any revenues, contractual rights, licences or Necessary Consents; and/or(f) any IPR; and/or(g) any Specified Assets; and/or(h) any Government Furnished Assets; |
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| Authority  | means the Secretary of State for Defence; |
| Authority Assets  | means the assets and other equipment including vehicles owned by the Authority or leased or licensed to the Authority to which the Contractor requires access in order to provide the Services, as listed in the list of Authority Dependencies set out in Schedule 4 (*Authority Dependencies*) and in Schedule 7 (Asset Management); |
| Authority Audit Agents  | means those persons and bodies who are entitled to exercise the Authority Audit Rights listed at Clause 2.2 of Schedule 13 (*Audit)*; |
| Authority Audit Rights | means the audit rights of the Authority described in Schedule 13 (*Audit*); |
| Authority Background IPR | Authority Background IPR means the Background IPR owned by the Authority whether arising before or after the Contract Effective Date; |
| Authority Breach | means where the Authority has not complied with an Authority obligation as set out in the Contract; |
| Authority Commercial Officer  | means any of the commercial officers appointed by the Authority as identified in accordance with Clause 39 of the Contract and to be set out in Schedule 5 (*Governance and Contract Management)* as*)* amended in accordance with this Contract; |
| Authority Confidential Information  | means any information of a confidential nature in any written or other tangible form disclosed to the Contractor by or on behalf of the Authority pursuant to this Contract; |
| Authority Cyprus Resources | means such Locally Employed Civilian Firefighters which the Authority employs to deliver the Fire and Rescue Service; |
| Authority Data  | means: (a) the data, text, drawings, diagrams or images (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media and: (i) which are supplied to the Contractor by or on behalf of the Authority pursuant to this Contract; or (ii) which the Contractor is required to generate process, store or transmit and which are material to the performance of this Contract; or (b) any Personal Data for which the Authority is the Data Controller, provided that, for the avoidance of doubt the term Authority Data does not imply any ownership rights in the Authority Data; |
| Authority Dependency | means those Authority responsibilities identified in Schedule 4 (*Authority Dependencies*); |
| Authority Employees | means those employees of the Authority who are listed in the Final List; |
| Authority Know How  | means all ideas, concepts, schemes, information, knowledge, techniques, methodology and anything else in the nature of know how relating to the Authority; |
| Authority Personnel | means the personnel of the Authority required by the Contractor in order to provide the Services, as listed in the list of Authority Dependencies set out in Schedule 4 (*Authority Dependencies*) and in the Contract which for the avoidance of doubt shall include Authority retained staff, such as Regular Trade Group 8 Firefighter (TG8) and Locally Employed Civilian Firefighters; |
| Authority Premises  | means the premises owned, controlled or occupied by the Authority or any Crown Body and which are to be used by the Contractor for the purposes of performing the Services which, as at the date of this Contract, are set out in Annex A of Schedule 4 (*Authority Dependencies*) and in the Contract; |
| Authority Systems  | means the combination of hardware, software, computer and telecoms devices and equipment (including interfaces), used by or on behalf of the Authority in the normal course of their business excluding the ICT; |
| Authority Related Party | means: (a) an officer, servant or agent of the Authority, or any Affiliate of the Authority; (b) any subcontractor or supplier of the Authority acting in connection with this Contract; and(c) an officer, servant or agent of any subcontractor or supplier of the Authority acting in connection with this Contract; |
| Authority's Representative  | means the Authority posts for which the incumbent is duly authorised to manage the Contract, as set out in Annex A of Schedule 5 (*Governance and Contract Management*); |
| Background IPR | means any IPR created or subsisting prior to or outside the scope of this Contract; |
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| Benchmarked Services |  means the Services that are subject to a VfM Review pursuant to Annex D to Schedule 5 (*Governance and Contract Management*); |
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| Breach of Security  | means any breach by the Contractor, Contractor Related Party, any Subcontractor or any of the Contractor's or any Subcontractor's employees of Clause 38 (*Security*) or unauthorised access to or use of the Authority Premises, the Services or any data (including the Authority's Data) used by the Authority or the Contractor in connection with this Contract; |
| Breakage Costs | means those costs payable by the Contractor for early termination of contracts entered into by the Contractor pursuant to this Contract which are incurred by the Contractor directly as a result of the termination of this Contract which:(i) would not have been incurred had this Contract continued until its natural expiry; and(ii) relate directly to the termination of the relevant Services; and(iii) are unavoidable, proven, reasonable, and not capable of recovery; and(iv) are incurred under arrangements or agreements that are consistent with terms that have been entered into in the ordinary course of business and on reasonable commercial terms; |
| British Standards | means any and all standards used by the British Standards Institute in the form of a published document containing technical specifications or other precise criteria designed to be used consistently as a rule, guideline or definition; |
| Business Continuity Plan | means a plan to ensure continued operation at each site from which the Contractor operates under the terms of this Contract in the event of a disaster as set out in Schedule 14 Management Plans; |
| Business Day | means any day excluding: (a) Saturdays, Sundays and public and statutory holidays in the jurisdiction of either Party; and (b) privilege days Notified in writing by the Authority to the Contractor at least 10 (ten) Business Days in advance; |
| Business Hours | means the hours of 8.30 to 17.00 or as amended to recognise the particular requirements of an establishment; |
|  |  |
| Call-Out | means call-out for Permanent Service under Reserve Forces Act 1996 (RFA96) section 43; |
| Capability Outputs  | means all outputs produced and required by the Fire and Rescue Service as set out in this Annex A of Schedule 2; |
| Capita Business Services Ltd | Means the Contractor:Companies House Registration Number: 02299747Registered address: 30 Berners Street, London, United Kingdom, W1T 3LR |
| Catalogue Change | means a Change which has either been pre-costed as a catalogue item or which does not affect the Contractor’s costs, risks or resources in performing the Services or the nature or extent of the obligations of either Party; |
| '''''''''''''''''''''''''' ''''''''' ''''''''''''''  | '''''''''''''''' '''''''' ''''''''''''' ''''''' '''''''' ''''' '''''''''''''''''''''' '''''' '''''''''''''''''''''''' ''''' |
| Centralised Training  | means the in scope defence fire and rescue training delivered by the Contractor at Manston or at the Fire Service College in accordance with the Contract; |
| Change  | means any change to the Services including any omission from the Services or additional Services and/or other change to either Party's obligations under this Contract pursuant to Clause 39 (*Amendments to Contract*) and Schedule 10 (*Change Procedure)*; |
| Change of Control | means a change in Control of the Contractor, its Parent Company and/or any Key Subcontractor; |
| Change in Demand  | means a change as a result of a change in demand for existing Services. Changes in Demand can be either a Catalogue Change in Demand '''''''''' ''''''''''''''''''''''''''' ''''''''' ''''''''''''''' for the Services or a Non-catalogue Change in Demand '''''''''''''''' '''''''''''''''''''''''' '''''''' ''''''''''''' for the Services; |
| Change in Provision  | means a Change to the approach in providing the output of the Fire and Rescue Service provision at a site level or organisational level; |
| Change in Requirement | means a Change in the Fire and Rescue Service requirements and remains within the contract scope and shall be subject to the provisions of Schedule 10 (Change); |
| Change Notice  | means a document that formally notifies an agreed Change to the Contract; |
| Change Impact Assessment  | means a statement detailing what the impact to this Contract would be as a result of the Change Request; |
| Change Procedure  | means the procedure set out in Schedule 10 (*Change Procedure*); |
| Change Register  | means a register of Contract change; |
| Change Request  | means a document requesting a change as detailed in Schedule 10 (*Change Procedure*); |
| Charges  | means the price exclusive of VAT, payable to the Contractor by the Authority under this Contract comprising the payments set out in paragraph 2 of Schedule 8 (Pricing, Payment and Incentivisation); |
| CL Change  | means a Change to the Services due to a Change in Law where a Change in Law can be a General Change in Law or a Specific Change in Law or due to a change in Codes, Standards, Defcons and Defence Policies as defined in Schedule 1 (Definitions and Acronyms); |
| Codes, Standards, DEFCONS and Defence Policies | means: (a) British Standards; (b) Codes of Practice; (c) policies and standards; set out in or incorporated by reference in Schedule 3 (*Codes, Standards, DEFCONS and Defence Policies*) as updated or amended from time to time pursuant to Schedule 10 (Change); |
| Codes of Practice  | means such lawful guidelines and regulations as are followed by recognised members of any profession, trade, occupation or organisation involved in or associated with any aspect of this Contract, as applicable; |
| Commercial Exploitation Levy | means the share of the revenue from Commercial Exploitation Work to be paid to the Authority, in accordance with Clause 53 (*Commercial Exploitation Work*); |
| Commercial Exploitation Work | means transactions making use of any Exclusive Contractor Equipment and/or Contractor Foreground IPR as specifically set out in Clause 53 (Commercial Exploitation Work); |
| Contractor’s Commercially Sensitive Information | means the information listed in Annex B to this Contract which the Contractor has designated as information of a commercially sensitive nature relating to the Contractor, its IPR or its business; |
| Confidential Information  | means:(a) information that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) and may include information whose disclosure would, or would be likely to, prejudice the commercial interests of any person, trade secrets, IPR or know-how of either Party and all personal data and sensitive personal data within the meaning of the Data Protection Act 1998; (b) Contractor’s Commercially Sensitive Information; and(c) Authority Confidential Information; |
| Continuous Improvement  | means improved methods of delivery of the Services, as set out in Schedule 2 (Statement of Requirement) and to the performance standards defined in Schedule 6 (Performance Management) that result in a decrease in the Charges payable by the Authority and/or an improvement in the Services provided by the Contractor; |
| Contract  | means this Contract (including its Schedules, Annexes and Appendices to the Schedules and other documentation, expressly made part of the Contract); |
| Contract Amendment  | means a change to any term or clause within the Contract following mutual agreement of both Parties; |
| Contract Award Date  | means the date of this Contract; |
| Contracting Authority | means any contracting authority as defined in regulation 3 of the Public Contracts Regulations; |
| Contract Period | means the period commencing on and from the date of this Contract and ending on the earlier of the Expiry Date and the Termination Date; |
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| Contract Remedies  | means those remedies which are available to the Authority for PI Performance Level failure as set out in accordance to Table 3 of Schedule 6 (Performance Measurement); |
| Contract Year  | means the period of 12 months commencing on Contract Effective Date and every subsequent 12-month period during the Contract Period;  |
| Contractor  | means the second party to this Contract including any person to whom the benefit of this Contract is assigned or novated in accordance with the terms of this Contract; |
| Contractor Background IPR | means the Background IPR owned by the Contractor at the time it is licensed to the Authority under Schedule 21 (*Intellectual Property Rights*) Paragraph 4 (*Licence of Contractor Background IPR and Contractor Foreground IPR)* necessary for the performance of the Contract; |
| '''''''''''''''''''''''' '''''''''''''''' '''''''''''''' ''''  | ''''''''''''''' ''''''' ''''''''''' '''''''''''''''' '''''' ''''''' '''''''''''''''''''''''' '''''' ''''' '''''''''' '''' ''''''''''''''' ''''' '''''''''''''' ''''''''''''''' ''''''''' ''''''''''''''''''''''''''' ''''''''''''''''' ''''''''''''' ''' '''' '''''''''''''''''''''''''' '''''' '''''''''''''''''''''''''''''''''''''''' ''''''''''' '' ''''''''''' '''' ''''''''''''''' '' ''''''''''''''''''''''''''''''''''''''''''''' '''' ''''''' ''''''''''''''''''''''''' ''''''''''''''''' ''''''''''''' '''' ''''' ''''''''''''''''''' '''''''''''''''' ''''''''''' ''' '''''''''''''' '''''''''''''' ''''''''''''''''''''''''' '''' '''''''''''''''''''''' ''''''''''''' ''''''''''' '''' ''''''''' '''''''''''''''' '''''''''''''''''' '''''''''''''''''''''''' '''' '''''''''''''''''' '''''''''''''''' '''''''''''''''''' ''''' ''''''' ''''''''' ''''''' ''''''''' ''''' ''''''''''''''''' ''''''''''''''''''''''''''''''' '''' ''''''''' ''''''''''''''' ''''''''''''''''' '''''''''''''''' ''''' ''''''''''''' ''''''' ''''''''''''''''''''''''' '''' '''''''''''''''' '''' ''''''''''''''''''' '''''''''''''' ''''''''''' ''' '''''''''' '''''''''' '''''''''''''''' '''''''''''''''''''''''' ''''' ''''''''''''''''''''' ''''''''''''''  |
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| Contractor Foreground IPR | means any IPR (other than Authority Foreground IPR) created by the Contractor or its Sub-contractors and their holding companies or subsidiaries from time to time for the purposes of this Contract (excluding the manifestations of any Contractor Background IPR and/or any Third Party IPR and/or Authority Background IPR); |
| Contract Change Request | means a change to any part of the Contract requested by either Party;  |
| Contractor Confidential Information | means information of a confidential nature relating to the trade secrets and know-how of the Contractor or any Subcontractor clearly designated as being confidential; |
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| Contractor Default Termination Date | shall have the meaning given in Clause 71. 2.4 (*Termination for Contractor Default*); |
| Contractor Equipment  | means any asset owned or leased by the Contractor or any Subcontractor and used (whether or not exclusively) from time to time in the provision of the Services, excluding Authority Assets; |
| Contractor Group | means the Contractor, its subsidiaries as defined in section 1159 of the Companies Act 2006, its Holding Companies and any such subsidiaries of its Holding Companies from time to time; |
| Contractor Locations | means those locations which the Contractor is providing the Services from other than the Locations; |
| Contractor Personnel | shall be deemed to include the Contractor's employees, agents and Subcontractors; |
| Contractor Related Party | means: (a) an officer, servant or agent of the Contractor, or any Affiliate of the Contractor; (b) any Subcontractor acting in connection with this Contract; (c) an officer, servant or agent of any Subcontractor acting in connection with this Contract; (d) any person on or at any of the Authority Premises at the express or implied invitation of the Contractor (other than an Authority Related Party); and/or (e) Authority Personnel to the extent such Authority Personnel are acting under the instruction or control of the Contractor but save to the extent that such Authority Personnel act contrary to the instruction of the Contractor; |
| Contractor’s Cyprus Team  | means the team which the Contractor has in place who will assist in the delivery of the Cyprus Services detailed in Schedule 24 (Cyprus); |
| Contractor's Representative | means the persons set out in Annex A, Schedule 5 (*Governance and Contract Management*) duly authorised by the Contractor to act for the purposes set out in Annex A, Schedule 5 (*Governance and Contract Management)* as amended in accordance with this Contract; |
| Contractor Warranted Data | means the information set out in paragraph 6.2 of Schedule 23 (Exit); |
| Control  | means the power of a person to secure that the affairs of the relevant entity are conducted in accordance with the wishes of that person: (a) by means of the holding of shares, or the possession of voting powers in, or in relation to, that entity; or (b) by virtue of any power conferred by the constitutional or corporate documents, or any other document, regulating that entity; |
| ''''''''''''''' '''''' ''''''''''''''''''' '''' ''''''''''''''''' | ''''''''''''''' ''''''''''''''''''''''''''''' '''''''''''' '''' ''''''''''''''''''' ''''' '''''''' '''''''''''''''''''''' '''' '''''''' ''''''''''''''''''''''' '''''''''''' '''''''''''' '''' ''''''''''''''''''''''''' '''''''' '''''''''''''''''''''''''''' '''' ''''''' '''''''''''''''''''' ''''' ''''''' ''''''''''''''''''' '''''''''''''' '''''''''' '''''''''''''''''''''''''' ''''''''''''''''''''''' ''''''''''''' ''''''''''''''''''''''' ''''''''''''''''' '''''''''''''''''''''''' '''''''''''''''''''''''''''''' ''''''''''''' '''''''''''''''''''' '''''''''' '''''''''' '''''''''''''''' ''''''''''''''''''''''''''' ''''''''''''''''''''''' '''''''''''' '''''''''''''''''''''''' '''''''''''''' ''''''''' '''''''''''''''''''''' '''''''''''' '''''''''''''' '''''''''''' '''''''''''''''''' '''''''''' ''''' ''''''''''''''''''''''''' ''''' ''''''''' ''''''''''''''''''''''' '''''''''''''' ''''''''''''''''''''''''''' ''''''''''''''''''''''''''''''''''''' '''''''' ''''''''''''''''''''' ''''''' ''''''''''''''''''''''''''' '''''''''''''' '''''''''''''' ''''''''' '''''''''''''''''''''' ''''''''''''' '''''''' ''''''''''''''''''''''' ''''''''''''''' '''''''''' '''''''''''''''''''''''' ''''''''''''''''''''''''''''''''''' '''' ''''''' ''''''''''''''''' ''''' '''''''''''''' '''''' ''''''''''''''''' '''''' '''''''''''''''''' '''''''''''''''' '''''''' ''''''''''''''''''''''''''''''''' ''''''''''''''''''''''' ''''''''''''' ''''' '''''''''''''''' ''''''''''''''''''''''' '''''''''''''''''''''''' ''''' ''''''''''''''''''''''' '''' '''''''''''''''''''''''''''' '''''''''' '''''''''''''' ''''' ''''''''''''''' ''''''''''''''''''''''' '''''''''''''''''''''''''''''' ''''''''' ''''''''''''''' ''''' ''''''''''''''''' ''''' ''' '''''''''''''''''''''''' '''''''''''''''' '''''''''''''' ''''''' ''''''''''''' ''''''''''''''' '''''''''' '''''''''''''''' ''''''''''''''''''''''' ''''''''''''''''''''''''''''''''''''' '''''''' ''''''''''''' '''''''''''''' '''''''''''''' ''''''''''' '''''''''''''''' ''''''' '''''' '''' '''''''''''' '''' '''''' ''''''' ''''' ''''''''''''''''''''''' ''''' ''''''' '''''''''''''''''''''''''''' |
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| Crown Body  | means any department, office, agency or body of the Crown; |
| CSCS | means Civil Service Compensation Scheme; |
| Cyprus Services | means Services as set out in Schedule 2 (Statement of Requirements) in Authority Cyprus Resource Locations only which shall be delivered by Authority Cyprus Resources; |
| Dashboard  | means the provision of a portal as part of the ICT which will enable the Authority monitor frequently used Contractor data related to the provision of the Services in a graphical form; |
| Data  | shall have the same meaning as set out in the Data Protection Act 1998 (or as subsequently amended); |
| Data Controller | shall have the same meaning as set out in the Data Protection Act 1998 (or as subsequently amended); |
| Data Processor  | has the meaning given in the Data Protection Act 1998 (or as subsequently amended); |
| Data Protection Legislation | means the Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, and all applicable laws and regulations relating to processing of Personal Data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner; |
| Data Subject | shall have the same meaning as set out in the Data Protection Act 1998 (or as subsequently amended); |
| Deed of Indemnity  | means the deed of indemnity in favour of the Authority entered into by the Parent Company on or about the date of this Contract (which is in the form set out in Schedule 15 (*Ancillary Documents*), or any deed of indemnity acceptable to the Authority that replaces it from time to time; |
| Defence Safety Authority | means the independent organisation empowered to by charter from the Authority to undertake the roles of regulator, accident investigation and Defence Authority for safety; |
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| Deployment(s) (Deploy and Deployed shall be construed accordingly); | means non-UK, non-PJOB operations worldwide under the command of Permanent Joint Head Quarters (PJHQ) for which a Chief of Defence Staff (CDS) directive has been issued; |
| DII (F) | means the Defence Information Infrastructure (Future); |
| Dispute | means any dispute, claim or difference of whatever nature arising out of, in connection with, or in relation to this Contract, including a claim based on contract, tort, equity or domestic or international statute; |
| Disputed Amount  | means the amount of the Charges the Authority and the Contractor are in dispute over pursuant to Clauses 48 Disputed Amounts and 82 Dispute Resolution of this Contract; |
| Dispute Resolution Procedure  | means the procedure set out in Schedule 22 (*Dispute Resolution);* |
| DPA  | means the Data Protection Act 1998 (or as subsequently amended); |
| Due Diligence Information | means all information and documents that the Contractor considers either necessary or relevant for the performance of its obligations under this Contract (including all information and documents requested by the Contractor and/or supplied by or on behalf of the Authority); |
| Duty or Period of Duty | refers to periods in which a Sponsored Reserve (SR) is acting as a member of the Armed Forces and as such is fully subject to the Service Discipline Acts; |
| Duty Holder | means the nominated individual who has personal duty of care for people who, by virtue of their involvement in activities, come within his Area of Responsibility (AoR) and for the public who may be affected by activities in his AoR. A Duty Holder (DH) is accountable for ensuring that risks to life from activities in his AoR are reduced as low as reasonably practicable and are tolerable to him; |
| Effective Date | Means 1st August 2019 (contract commencement date); |
| Employee Agreement | has the meaning given to it in RFA96 section 38(2) and refers to the written agreement between the Secretary of State for Defence and the employee in which the employee agrees to become a Sponsored Reserve; |
| Employee Liability Information | has the same meaning as in Regulation 11(2) of the Transfer Regulations; |
| Employee List (s) | means the list of Expected Authority Transferees set out in Appendix 1 of Schedule 16 Part 1 plus the information listed in Part A of Appendix 3 of Schedule 16 Part 1 for those Expected Authority Transferees; |
| Employer’s Consent | refers to the written consent of an employer required by an employee under RFA96 section 39(2) before he or she enters into an Employee Agreement; |
| Employing Sub-Contractor | means any sub-contractor of the Contractor providing any part of the Services who is or is to be the employer of an Authority Employee or an Unexpected Employee; |
| Emergency Incident(s) | mean an event or situation that causes or is likely to cause – a) one or more individuals to die, be seriously injured or become seriously ill; b) serious harm to the environment (including the life and health of plants and animals) or c) damage to a Defence critical Asset. (Fire & Rescue Services Act 2004); |
| Employer Contributions | means the sums which are payable to the Pension Schemes in accordance with clauses 7.1.5, 7.1.7 and 7.2 of the Admission Agreement in respect of the Former Authority Employees, whether by the Contractor, Sub-contractor or Sub-sub-contractor. |
| Enduring | means Deployments that require a roulement to sustain operational output and Harmony ratios are to be applied (for every one full enduring Deployment (six-month period for planning purposes) an individual will not be available for deployment for the following 24 months (5-1 ratio)); |
| Exclusive Contractor Equipment  | means those Authority Assets which are transferred to the Contractor in accordance with paragraph 1.1 of Schedule 7 (Asset Management) and which are more specifically set out in Annex A of Schedule 7(Asset Management), and any new equipment purchased in accordance with paragraph 1.4 of Schedule 7 (Asset Management), as amended from time to time in accordance with the terms of Schedule 7 (Asset Management); |
| Exit Plan  | means the plan set out at Annex S of Schedule 14 (Management Plans); |
| Expected Authority Transferee | means an employee of the Authority whom the Authority considers is assigned or whose principal purpose is to provide the Services to be provided by the Contractor and/or an Employing Sub-Contractor prior to the Relevant Transfer Date and who the Authority expects to transfer to the Contractor or an Employing Sub-Contractor on the Relevant Transfer Date; |
| Expected Work Locations  | means the locations in the CAA as requested by the Authority; |
| Expiry Date | means 12 (twelve) years from the date of this Contract or such later date as applies if the Contract Period is extended in accordance with Clause 2 (Contract Commencement, Duration and Expiry); |
| Final List | means the list of Expected Authority Transferees on the Relevant Transfer Date, plus the information listed in Part B of Appendix 3 of Schedule 16 Part 1 in respect of those Expected Authority Transferees; |
| Fire Risk Assessment (FRA)  | means a legislative requirement which enables the Duty Holder to make a suitable and sufficient assessment of the risks to which relevant persons are exposed for the purpose of identifying the general fire precautions required to comply with the Fire Safety Order, or allied legislation as applied to the MOD in Scotland and Northern Ireland; |
| Fire Safety Management Plan  | means a process to enable the Duty Holder to fulfil their duties and responsibilities in fire safety legislation. They are a 3 part document summarised as an overview of the establishment, a register and record of all FRA, and an assessment of the business resilience from fire; |
| Financial Model  | means the Base Model and the Outturn Model as amended from time to time in accordance with the provisions of Schedule 9 (Financial Model); |
| Fire Officers | means Authority Employees whose contract of employment state that they are of rank of Station Manager, Group Manager or Area Manager; |
| FOI Act  | means the Freedom of Information Act 2000 (or as subsequently amended); |
| FOIA Information | has the meaning of recorded and unrecorded information given under section 84 of the FOI Act; |
| Follow-On Contractor | means any third party contractor providingFollow-On Services appointed by, or which may beappointed by, the Authority from time to time and/or,where Follow-On Services are to be provided bythe Authority; |
| Follow-On Services | means any services which are the same as or substantially similar to any of the Services and which the Authority receives, or is to receive, in substitution for any of the Services following the termination (in whole or in part) and/or expiry of this Contract; |
| Foreseeable Change in Law | means any Change in Law which is foreseeable at the Contract Effective Date including any Law which was published in a draft Bill, a Bill, or a draft statutory instrument or as a proposal in the Official Journal of the European Union; |
| Former Authority Employee | means at any time any person whose employment transfers from the Authority to the Contractor or any Sub-contractor pursuant to this Contract and the Transfer Regulations, provided that since such person was employed by the Authority (a) he has not ceased to be eligible for membership of the Schemes; and (b) any change in his employer has been effected pursuant to the Transfer Regulations; |
| Full Operating Capability | means the date on which the Authority has completed the associated SATs for FOC as per the ITEAP (as further detailed in Annex A of Schedule 17); |
| Full Operating Capability Date | means the date FOC is achieved; |
| '''''''''''' ''''''' ''''''''''''''''''''  | ''''''''''''''' '''''' '''''' ''''''''''''' ''''''''''''''''''' '''''''''' '''''' '''''''''''''''''''''''''' ''''' ''''''''''''' '''''' '''''''''''''''''''''' ''''' ''''''''''''''''''''''' ''''''''''''' ''''''''''''''' ''''''''''' '''''''''''''' ''''' '''''''''' '''''''''' '''''''''''' ''''''''''''''''''''''' ''''' ''''' ''''''' ''''''''''''''''''''''''' ''''''''''''''''''''''' ''''''''''''''''''''' ''' ''''''''''' '''''''''''' ''''''''''''' '''''''''''' ''''' '''''''''''''''''''''' ''''''''''''''''''' ''''''''' '''''' ''''''''''''''''' ''''' '''''''''''' ''''''''''' ''''' '''''''''''''''''''' ''''''''' ''''''''' '''''''''''''' '''''''' ''''''''''''''''''''''' ''''' '''''' ''''''''''''''' ''''''''''''' |
| Functional Control | means:1. in the context of Schedule 24 (Cyprus) the delegation from the Authority to the Contractor to assist with the day to day tasking of the Authority Cyprus Resources to deliver the Cyprus Services as set out in paragraph 2 of Schedule 24 (Cyprus); and
2. in the context of the rest of the Contract, the delegation from the Authority to the Contractor to deliver the Services in respect of the Regular Trade Group 8 Firefighter (TG8);
 |
| ''''''''''''''' ''''''''''''''''''''''''''' '''''''''''''''''''''''''''''''' ''''''''''''''''''''''''  | '''''''''''''' ''''''''''''''''' '''''''''''''''''''''''''''''''' '''''''''''''''''''''' ''''''''''''''' ''''''' ''''''''' '''''''''' ''''' '''''''' '''''''''''''''''''''' ''''' ''''''''''''''''''' '''''''''''''''''''''' '''''''''''' '''''''' '''''''' ''''''''' ''''' '''''''''''''''' '''' '''' ''''''''''''''''''''' ''' '''''''''''''''''' ''''''''''''''' ''''''' ''''''''''''''''''''''''' ''''''''' ''''''''''''''''''' ''''''''''''''''''' '''''''' '''''''''''' ''''''''''''''' '''''''''''''''' '''''''''' '''''' ''''''' '''''''' '''' '''''''''''''''''''''''' ''' '''''''''''''' '''' '''''''''''''''''''''' '''''''''''''''''''' '''' '''''''' '''''''''''''' ''''''' '''''''''''''' ''''''''''''''''''''''''' '''''''''''''''''''''''''''''' ''''''''''''''''''''''''''' ''''''' '''''''''''''''''' '''''''''''''''''' ''''''' '''''''''''''''' ''''''''''' ''''''''''''''''''' ''''''' ''''' ''''''''''''''''''''''''''' '''''''''''''''''' ''''''' ''''''''''''''''''''' ''''''''''''''''''''''''' ''''''''''''''''''' ''''''''''' '''''''''''''''' ''''''' ''''''' ''''''''''''' '''' ''' '''''''''''''''''''' ''''' ''''''' ''''''''''''''' ''''''''''' '''''' '''''''' '''''''''''''''''''''''' ''''''''' '''''''''''''''' ''''''''''''' ''''''''''''''''''' ''''' '''''''' '''''''''''''''''' ''''''''''''''' ''''' ''''''' '''''''''''''''''''''; |
| General Change in Law | means any Change in Law that is not a Specific Change in Law; |
| Good Industry Practice | means in relation to the performance of any activity to which this standard is applied, the exercise of that degree of skill, diligence, prudence and foresight as would reasonably be expected from a properly qualified and competent person engaged in carrying out works or services of a similar size, nature, scope, type and complexity, complying with all legal requirements and applicable British, European and International standards and published codes of practice; |
| Good Value | means price, service and/or performance levels that are considered attractive to the customer, determined by an independent assessment of comparable services;  |
| Government Department | means any department of the central government of the United Kingdom whose powers have not been devolved to any other national or regional executive or body, including any central government department with powers to administrate in specific geographical areas only (such as in England and Wales only); |
| Government Establishment | means all Government sites including Headquarters Buildings, Her Majesty’s Ships or Vessels, Service Stations or any other location which may be designated by the Authority from time to time; |
| Government Furnished Asset (GFA) | means the Government Furnished Assetsdetailed in Schedule 7, (*Asset Management*), which shall be made available to the Contractor for the purposes of providing the Service, known as GFA; |
| Hard Facilities Management (FM) | means to buildings, building maintenance, mechanical and electrical services; |
| Harmony  | means the freedom to enjoy leisure at the normal place of Duty or residence at place of Duty; this includes leave and adventurous training; |
| HMRC | means Her Majesty’s Revenue and Customs; |
| Holding Company  | is as defined in section 736 of the Companies Act 1985, as amended by section 144 of the Companies Act 1989, or to the extent that the Companies Act 2006 applies, section 1159 of that Act; |
| ICT  | means the provision of services by the Contractor comprising the application data and hosting services to in order provide the Authority with a Dashboard; |
| Indemnified Party  | means the Party against whom a claim is made by a third party which may give rise to a claim under an indemnity given by the other Party; |
| Indemnifying Party | means the Party that has given an indemnity to the Indemnified Party; |
| Indemnifying Party’s Representative | means Representative of the Indemnifying Party; |
| Initial Operating Capability (IOC)  | means the date on which the Authority has completed the associated SATs for IOC as per the ITEAP (as further detailed in Annex A of Schedule 17 (MMT)); |
| Integrated Risk Management Plan (IRMP)  | means the plan presented by the Contractor to the Authority which will specify the measures to be undertaken at each Location (or any other location as agreed between the parties) to prevent fires, protect assets and life against fire, and the response provision (if required) to be in place to respond to fire and Emergency Incidents; |
| Integrated Risk Management System (IRMS) | means process for the production and implementation of IRMPs which is informed by regular analysis of Legislation, Policy, Regulation, Guidance, by Fire Risk Assessments, by Fire Risk Resilience Assessments, by Local Authority response times and capabilities and by analysis of previous Emergency Incidents; |
| ICAO | means International Civil Aviation Organisation; |
| Initial Operating Capability (IOC) | means the date on which the Authority has completed the associated SATs for IOC as per the ITEAP (as further detailed in Annex A of Schedule); |
| Insolvency Event  | means: (a) where the Contractor is an individual or a firm: (i) the application by the individual or, in the case of a firm constituted under English law, any partner of the firm to the court for an interim order pursuant to section 253 of the Insolvency Act 1986; (ii) the court making an interim order pursuant to section 252 of the Insolvency Act 1986; (iii) the individual, the firm or, in the case of a firm constituted under English law, any partner of the firm making a composition or a scheme of arrangement with his or its creditors; (iv) the presentation of a petition for bankruptcy order against the individual or, in the case of a firm constituted under English law, any partner of the firm unless it is withdrawn within 3 (three) Business Days from the date on which the Contractor is notified of the presentation; (v) the court making a bankruptcy order in respect of the individual or, in the case of a firm constituted under English law, any partner of the firm; (vi) where the Contractor is either unable to pay his or its debts as they fall due or has no reasonable prospect of being able to pay debts which are not immediately payable; or (vii) the court making an award of sequestration in relation to the Contractor's estates; (b) where the Contractor is a company registered in England or Wales: (i) the court making an administration order in relation to the company; (ii) the company passing a resolution that the company shall be wound up; (iii) the court making an order that the company shall be wound-up; (iv) the appointment of a receiver or manager or administrative receiver; or (v) any voluntary arrangement is made for a composition of debts or a scheme of arrangement is approved under the Insolvency Act 1986 or the Companies Act 2006 for the Contractor except for the purposes of a solvent reorganisation or reconstruction, (c) where the Contractor is a company registered other than in England or Wales, any event occurs which, within the jurisdiction to which such company is subject, is similar in nature or effect to any of those specified in (b)(i) to (b)(v) (inclusive); |
| Intellectual Property Rights or IPR  | means all trade marks, trade and business names, patents, copyright (including copyright in computer programs), database rights, design rights, registered designs, utility models, semi conductor topography rights, inventions, know-how, moral rights, confidential information and all other intellectual property and rights of a similar or corresponding nature in any part of the world, whether or not registered or capable of registration, and, in respect of such rights which are capable of registration, the right to apply for registration and all applications for registration of any of the foregoing rights; |
| Integrated Test, Evaluation and Acceptance Plan (ITEAP)  | means the Authority’s plan set out in Annex A of Schedule17 (Mobilisation Migration and Transformation) which the Authority will use to satisfy itself that the Contractor has the capability to deliver the Services as set out in the Contract; |
| Joint Supply Chain  | means as defined in the Defence Logistic Framework; |
| '''''''''' '''''''''''''''''''''''''''' '''''''''''''''''''''' ''''' ''''''''' | ''''''''''''' ''''''''' ''''''''''''''''''''''' ''''' '''''''' ''''''''''''''''''''''''''''' ''''' ''''''''' ''''''''''''''''''''''''''' '''''' '''''' '''''''''''' ''''' '''''''''''''''' '''''''''''''''''''' '''''' ''''''''' '''''''' '''' ''''''''''''''''''''''' ''' '''''''''''''' '''' '''''''''' '''' ''''''''''''''''''''''''''' ''''' ''''''' ''''''''''''''''''''''''''''' ''''' ''''''' ''''''''''''''''''''''''' '''' '''''''''''''''''''''''' ''''''' '''''''''''''''''''''''''' ''''''''' ''''' ''' '''''''''' ''''''''' ''''''''''''''''''''''''''''' '''' ''''''''''''''''''''''' '''' ''''''''''''''''''''''''''''' ''''' ''''''''''''' '''''''''' ''''' '''''''''''' ''''' ''''''''''''''''''''' ''' ''''''''''''''''''''''''''''''' '''''''''''''''''''''''''''''''''' |
| Key Subcontract | means a subcontract between the Contractor and a Key Subcontractor;  |
| Key Subcontractor | means any of those Subcontractors listed in Paragraph 2 of Schedule 19 (*Subcontractors*), as updated from time to time in accordance with Clause 33 *(Subcontracting*); |
| Key Subcontractor Direct Agreement  | means an agreement to be set out in the form identified at Clause 3 of Schedule 19 (*Subcontractors*); |
| Key Subcontractor Locations | means the locations from which the Key Subcontractors provide the subcontracted services; |
| '''''''''' '''''''''''''  | ''''''''''''''' ''''''' '''''''''''''' ''''''''''''''''''''' '''''' '''''''' ''''''''''''''''''''''''' '''''' ''''''' ''''''''''''''''''''''''' ''''''' ''''''' ''''' '''''''''''''''''''''''''' '''''''''''' '''' ''''''''''''''''''''''' ''' ''''' ''''''''''''''''''''''''''''' '''''''''' ''''''' ''''''''''''''''''''''''''''' '''''''''''''' ''''''''''''''''''''''' ''''' ''''''' ''''''' '''''''''' ''''''' ''''''''''''''' ''' '''''''''' |
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| Law  | means any applicable Legislation, law, proclamation, by-law, directive, decision, regulation, rule, order, notice, rule of court or delegated or subordinate legislation, any guidelines including any requirement or demand of any Relevant Authority; |
| Lead Indicators  | means where applicable, the performance indicators that act as an early warning that there may be a potential impact of the Performance Level of a PI as set out in Annex A of Schedule 6 (Performance Management); |
| Legacy Fleet | means the GFA vehicles set out in Table 3 called GFA (Legacy Fleet Vehicles) in Schedule 7 (Asset Management) Annex B; |
| Legislation  | means in relation to the United Kingdom: (a) any Act of Parliament; (b) any subordinate legislation within the meaning of section 21 of the Interpretation Act 1978; (c) any exercise of the Royal Prerogative; or (d) any enforceable community right within the meaning of section 2 of the European Communities Act 1972, in each case in the United Kingdom; Licence Period; |
| Locally Employed Civilian Firefighters | means those Authority civilian personnel employed as professional firefighters at Locations within the Cyprus PJOB as per the rank and grade profile as set out in Schedule 14 Annex N (People Management Plan) Annex A (Workforce by Location, resource type and grade/rank); |
| Locations  | means the locations listed in Annex B of Schedule 2 (*Statement of Requirement*) from which the Contractor is permitted to provide the Services and/or which locations have been or are Authority Premises; |
| Loss  | means all:1. damages,
2. losses,
3. liabilities,
4. costs,
5. expenses (including legal and other professional charges and expenses) and
6. charges of a direct nature

(specifically excluding all or any indirect and/or consequential loss whether arising under statute, contract or at common law, or in connection with judgements, proceedings, internal costs or demands); |
| Major Change  | means a Change which meets one or more of the following criteria: is highly complex, is being implemented across multiple sites, has a financial impact greater than £500,000 or requires agreement through high levels of authority within the governance structure; |
| '''''''''''''' '''''''''''''''''  | ''''''''''''''''' '''''''' '''''''''''''''''''''''''' '''''''''''''''''''''' ''' ''''''''''''''''''''''''''''''''' '''''''''''''' ''''''''' '''' ''''' ''''' ''''''''''''' '''''''' ''''''''''''''' ''''''''''''''' '''''''''''''''''''''''''''' ''''''''''''' '''''' '''''''''''' '''''''''''''''''''''''''''''' '''''''''''''''''''' ''''''' ''''''''' ''''' ''''''''''''''''''''''' ''' '''''''''''''' '''' '''''''''''''''''''''''''''''' '''''''''''''''''''''''''''''''''' '''''''''' '''''''''' '''' '''''''''''''''''''' ''''''''''''''''''''' ''''''''''''''''''''''''''' |
| Management Board  | means the Defence Fire and Rescue Management Board that is chaired by the Senior Responsible Officer (SRO) as detailed in Schedule 5 (Governance and Contract Management); |
| Management Plans | means the plans set out in Schedule 14 (*Management Plans*) as amended from time to time in accordance with this Contract; |
| Manston Big Ticket Non-Vehicle GFA  | means such equipment which is used for training activities in Manston set out in Table 2, in Annex B (which are made available to the Contractor by the Authority pursuant to D11 of Annex A to Schedule 4 (Authority Dependencies)); |
| Medium Change  | means a Change which meets the following criteria: is limited in complexity, is being implemented at a single site, has a financial impact less than £500,000, has limited dependencies or does not require agreement through high levels of authority within the governance structure; |
| Migration | means the Contractor and Authority activities required to Achieve the three phases which make up the Migration Phases as set out in the Table at Annex B to Schedule 17 (Mobilisation Migration and Transformation) and as further detailed in the MMT Programme Plan; |
| Migration Period | means the period commencing at the start of Migration Phase 1 up to and including the Achievement of the Migration Phase 3; |
| ''''''''''''''''''''''' '''''''''''''''''''''''  | ''''''''''''''' ''''''''' '''''''''''' ''''''' '''''''''''''''' ''''''''' ''''''' ''''''''''''''''''''''' '''''''''''''' '''' '''''''''''''' '''''' ''''' ''''''''''''''''''(i) '''''''''''''''''''' '''''''''''''''' '''' ''''''' '''''''''''''''''' ''''' ''''' ''''''''''''''' '''' ''''''''''''''''''''' ''''''''''''' ''''''''''' '''''''''''' '''''''' '''''''''''''' ''''''''''''''''''' ''''' '''''''''''''''''''''' ''''''''''''''' '''''' ''''''''''''''''''''''''''''''' '''''''''''''''''''''''''''''''''''''''''''''''''' ''''''''''''''''' ''' ''''''' '''''''''''''''''''' ''''' ''''' ''''''''''''''' '''' '''''''''''''''''''''' '''''''''''''' ''''''''''' ''''''''''''' ''''''' '''''''''''''' '''''''''''''''''''' '''''' ''''''''''''''''''''''' ''''''''''''''' ''''' '''''''''''''''''''''''' '''''''''' '''''''''''''''''''''''''''' '''''''''(iii) '''''''''''''''''''''' ''''''''''''''''' '''' '''''' ''''''''''''''''''' ''''' '''''' '''''''''''''' '''' '''''''''''''''''''''''' ''''''''''''''' ''''''''''' ''''''''''' '''''''' '''''''''''' ''''''''''''''''''' '''''' '''''''''''''''''''''' ''''''''''''''' '''''' '''''''' '''''''''''''''''''''' ''''' ''''''' ''''''''''''''''''''''''''''''' '''''''''''''''' ''''' ''''''''''''' '''''''' ''''''' ''''''' '''' '''''''' '''''''''''''' '''''''''''''''''''''''''''' ''''''''''' ''''''''' ''''''''' ''''''''''''' '''''''''''''''''''''''''''''' ''''''''''''' |
| Milestone  | means the activity(ies) specified in the table in Annex B in the column called “Milestone Description” of Schedule 17 (Mobilisation Migration and Transformation); |
| Milestone Achievement Criteria | means those activities required to be completed by the Contractor in order to Achieve a Milestone as set out and described in the table at Annex B of Schedule 17 (Mobilisation Migration and Transformation) in the column of the same name; |
| Milestone Achievement Report | means a written report detailing the Milestone Achievement Criteria the Contractor has completed which is provided to the Authority by the Contractor in accordance with Schedule 17 (Mobilisation Migration and Transformation) and as set out in the MMT Programme Plan; |
| Milestone Date | means the date as set out in the Table at Annex B of Schedule 17 (Mobilisation Migration and Transformation) for when each Milestone is to be Achieved by the Contractor; |
| Minimum Promulgated Level  | means the levels as set out in Annexes D and E of Schedule 2 (Statement of Requirement) in respect of the Cover Period, number of Contractor Personnel (including where applicable Authority Personnel) and number of Fully Fit (Green) or Priority 3 Condition Vehicles required by the Contractor in order to deliver the Services; |
| '''''''''''' ''''''''''''''''''  | ''''''''''''''' ''''''' '''''''''''''''''''''' '''''''''''''''''''' ''' ''''''''''''''''''''''''''''''' '''''''''''''' '''''''''' '''' '''' ''''' ''''''''''''''' ''''''' '''''''''''' '''''''''''''''''' '''''''''''''''''''''''''''''''' '''''''''''''''' '''''''' '''''''''''''''' ''''''' '''''''''''''''''''' '''''''''''''''' ''''''''''''''''''''''''''''''' '''''''''''''' '''''' '''''''''''' ''''''''''''''''''''''''''''' ''''''''''''''''''' '''''''' ''''''' '''' '''''''''''''''''''''''' '''' ''''''''''''''''''''''''''''''''''' ''''''''''''''''''''''''''''''' '''''''''''''''' ''' ''''''''' ''''''''' '''' ''''''''''''''''''' ''''''''''''''''''''''' '''''''''''''''''''''''''''''' |
| MMT Management Plan | means the Management Plan relating to Mobilisation, Migration and Transformation as set out in Schedule 14 (Management Plans); |
| MMT Programme Plan  | means the Gantt chart setting out in detail the programme underpinning the Mobilisation, Migration and Transformation activities as set out in Schedule 14 (Management Plans); |
| Mobilisation | means the period during which the Parties shall prepare for Migration; |
| Mobilisation, Migration and Transformation Services  | means those services set out in Schedule 17 (Mobilisation, Migration and Transformation) and more specifically in the MMT Programme Plan and the MMT Management Plan; |
| Mobilisation Period  | means the period commencing on the Contract Effective Date up to commencement of Phase 3 Migration; |
| '''''''''''''''''''' '''''''''''''''''  | '''''''''''''''''' '''''''' '''''''''''''''''''''''' ''''''''''''''''''''''''' ''' '''''''''''''''''''''''''''''' '''''''''''' ''''''''' '''' '''' ''''' ''''''''''''''' ''''''' '''''''''''''''''''''''' '''''''''''''''' '''''''''''''''''''''''''''' '''''''''''''''' ''''''' '''''''''''''''' ''''''' ''''''''''''''' '''''''''''''''' ''''''''''''''''''''''''''' '''''''''''''' ''''''' ''''''''''' ''''''''''''''''''''''''''''''''' '''''''''''''''''''''' ''''''' ''''''' ''''' ''''''''''''''''''''''' '''' '''''''''''''''''''''''''''''''''' ''''''''''''''''''''''''''''''''' ''''''''''''''''' ''' '''''''''' '''''''''' '''' '''''''''''''''''''' '''''''''''''''''''''' '''''''''''''''''''''''''''' |
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| New Authority Dependency  | means a new Authority Dependency which has been requested by the Contractor for agreement by the Authority; |
| New Authority Dependency Request  | means Notice of the requirements for a New Authority Dependency; |
| New Fair Deal | means the revised Fair Deal policy set out in HM Treasury’s guidance “Fair Deal for staff pensions: staff transfers from central government” issued in October 2013; |
| New Fleet  | means the GFA vehicles set out in Schedule 7 (Asset Management) Table 4 called GFA (New Fleet Vehicles) in Annex B; |
| New Provider | where used in Schedule 16 (TUPE and Pensions) means any replacement service provider or providers engaged to provide the Services (or part thereof) or substantially similar services or the Authority itself where the Services or substantially similar services or part thereof continue to be provided by the Authority after partial termination, termination or expiry of this Contract; |
| Non-Enduring  | means Deployments where the operational output will be concluded without the need for a roulement and can be treated, for planning purposes, as having a Harmony ratio of zero; |
| Managerial Roles | means the Authority Employees (and Contractor Personnel, as the case may be) whose roles do not require professional firefighting qualifications who are of the rank of Station Manager and above; |
| Notices  | means a notice given in accordance with Clause 10 (Notices) and "Notify", "Notified" and "Notification" shall be construed accordingly; |
| Objective MOP  | means the maximum required level of performance that it is pointless to exceed which in the event of conflict with the provisions of Schedule 6 (Performance Measurement) the latter shall prevail; |
| Off the Run  | means for an asset, vehicle, item or equipment to be in insufficient condition to support the Service Requirements in respect of the Minimum Promulgated Level in accordance with Schedule 2 (Statement of Requirement) Annexes B, D and E at its Location within the limitations of such asset, vehicle, item or equipment’s safety case. For the avoidance of doubt, an asset, vehicle, item or equipment may not be Fully Fit (Green) whilst not being categorised as Off the Run because its full operational capability is not required to support the required service outputs |
| Officer in Charge  | means the officer in charge of any Authority Premises; |
| OGC Gateway Review | means the process which examines programmes and projects at key decision points in their lifecycle; |
| OGC Gateway 4 ‘Readiness for Service’ Review  | means the process which examines programme and projects at key decision points in the their lifecycle, this being specific to Gateway 4 as described in the OGC Gateway Process published by the Office of Government Commerce; |
| OGC Gateway 5 ‘Benefits Evaluation’ Review  | means the process which examines programme and projects at key decision points in the their lifecycle, this being specific to Gateway 5 as described in the OGC Gateway Process published by the Office of Government Commerce; |
| On the Run  | means not Off the Run; |
| ''''''''''''' '''''''''''' ''''''''''' ''''''''''''''''''''''  | '''''''''''''''''' ''' ''''''''''''' '''''''''' '''''''''' '''''''''''''''' ''''''''''''''''' '''''' '''''''' ''''''' '''' ''''''''''''''' '''' '''''''''''''''''''''' '''''''' ''''' '''''''''''''''''''' ''' '''''''''''''''' |
| Operating State  | means the fire station is fully manned, equipped and ready to respond to an incident within the defined response times; |
| Operational Incident  | means a fire or any other emergency incident, including an aircraft emergency, road traffic accident, flood or spill (whether real, standby or suspected) which is reasonable to expect the Fire and Rescue Service attend; |
| Operational Outputs  | means the Fire and Rescue Service outputs required to respond to an Operational Incident; |
| Operational Readiness  | means an evaluation by the Contractor of the Authority’s and the Contractor’s capability and readiness to migrate the relevant element of the Services to the Contractor; |
| Outturn Model  | means the Base Model which is amended from time to time in accordance with the provisions of Schedule 9 (Financial Model); |
| Parent Company | means the ultimate Holding Company of the Contractor; |
| Party / Parties  | means the Contractor and / or the Authority unless expressly stated differently; |
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| Payment Period | means the period commencing from Contract Effective Date and ending on the last day of the calendar month in which that Service is provided. Thereafter, a Payment Period is each calendar month, provided that in the event of expiry or termination of this Contract, the last Payment Period shall end on the date of expiry or the Termination Date; |
| PCSPS | means the Principal Civil Service Pension Scheme established under The Superannuation Act 1972; |
| Pension Scheme(s) | means alpha and/or the PCSPS whichever is or are relevant in the context (and includes, unless the context otherwise requires, the respective managers from time to time of such scheme or schemes); |
| '''''''''''''''''''''''''''''''' ''''''''''''''''''''''' '''''''''''  | '''''''''''''' '''''''' ''''''''''''''''''''''''''''''' ''''''''''''''''''''''' '''''' '''''''' ''''''' ''''' ''''''''''''''''''''' '''' ''''''''''''''''''''''''''''''''' '''''''''''''''''''''''''''''''''' ''''''''''''''''' '''' ''''''''''''' ''''''''' '''''' '''''''''''''''''''''''' ''''' '''''''''''''' ''''' '''''''''''''''' ''''''''' '''''''' ''''''''''''''''''''' ''''''''''''''''''''''''''''''''' '''''''''''''''' ''''''''' '''''''''''''' '''''''''; |
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| Performance Level Failure  | means a Service not delivered to the PI Performance Level or KPI Target identified in Schedule 6 (Performance Measurement); |
| Permanent Service | when used in the context of Sponsored Reserves means service in one of the Reserve Forces of the Crown during the period between acceptance into such service following Call-out and release from that service; |
| Personal Data | shall have the same meaning as set out in the DPA; |
| '''''' ''''''''''''''''''''''''''''''''' ''''''''''''' ''''''''''''''''' | '''''''''''''''''' ''''''''' '''''''''''''''' '''''' ''''''' ''''''''''''''''''''''' ''''' '''''''''''''''''' ''''' '''''''' '''''' ''''''''''''''''''''''''''''''''' ''''''''''''''' ''''''''''''''''''''''' ''''' ''''''''''''''''''''''''' '''''''''' ''''''' ''''''''''''''''''''''' ''''' '''''''''''''''''''''' ''' ''''''''''''''''''''''''''''' '''''''''''''''''''''''''''''''''''' ''''''''' ''''' ''''''' ''''''' '''' '''''''''''''''' ''' ''''' '''''''''''''''''''''''' ''''' |
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| Planned Preventative Maintenance Event  | means a maintenance service undertaken in accordance with the service schedule set out in that vehicle’s Army Equipment Support Publication; |
| Post Crash Management Plan  | means what is defined in the Regulatory Article (RA) 1026. Details can be found in the MAA manual of post crash management. A plan to cover the eventuality of an aircraft accident, either on the aerodrome, near the aerodrome or within the establishment’s Post Crash Management area of responsibility. Further explanation can be found in Regulatory Article (RA) 1430 and the MAA Manual of Post Crash Management; |
| Post Transformation  | means the period after the Benefit Realisation Date as set out in Schedule 14 Annex I (Mobilisation, Migration and Transformation Plan) and the MMT Programme Plan set out in Schedule 17 in respect of the Locations referred to in Annex D of Schedule 2 (Statement of Requirements); |
| Pre-Approved Subcontractor  | means a proposed new or replacement Subcontractor in respect of which the Authority has given its approval in principle in accordance with Clause 33.5 and 33.6 (*Replacement or Appointment of Approved Subcontractors*) but which is not yet an Approved Subcontractor; |
| Pre-Transformation; | means the period prior to the Benefit Realisation Date as set out in Schedule 14 Annex I (Mobilisation, Migration and Transformation Plan) and the MMT Programme Plan set out in Schedule 17 in respect of the Locations referred to in Annex D of Schedule 2 (Statement of Requirements); |
| Prescribed Rate | means the prevailing rate of statutory interest (as defined in the Late Payment of Commercial Debts (Interest) Act 1998) as identified in Clause 48.2 (*Disputed Amounts)*; |
| Pricing Variation  | means the process as set out in paragraph 6 of Schedule 8 (PPIM); |
| Primary Role  | means the types of risks that a Location is primarily established to address which could be risk arising from ARFF Risk or Structural Risk; |
| Priority Category  | means the priority category that the Location has been placed into by the Authority as set out in Annex B to Schedule 6 (Recovery Plan Process), and is used in Annex A to Schedule 6 (Performance Measurement) to determine Performance Targets and calculate Service Credits; |
| Procurement Plan  | means the plan set out in Schedule 14 (*Management Plans*) as amended from time to time in accordance with this Contract; |
| '''''''''''''' '''''''''''''''' '''''''''''''''''''  | ''''''''' ''''''' ''''''''''''''''''''' '''''''''''''' ''''' ''' ''''' '''''''''''''''''''''' '''' '''' '''''''''''''''''''' ''' ''''''''''''''''' |
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| Prohibited Act  | means any instance of the Contractor or any of its employees, agents or Subcontractors (or anyone acting on behalf of such persons), with or without the knowledge or authority of the Contractor: (a) offering, giving or agreeing to give to any Crown servant any gift or consideration of any kind as an inducement or reward: (i) for doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Contract or any other contract with the Crown; or (ii) for showing or not showing favour or disfavour to any person in relation to this Contract or any other contract with the Crown; (b) entering into this Contract or any other contract with the Crown in connection with which commission has been paid or has been agreed to be paid by the Contractor or on its behalf, or to its knowledge, unless before such contract is entered into, particulars of any such commission and of the terms and conditions of any such agreement for the payment thereof have been disclosed in writing to the Authority; (c) committing any offence where the Contractor is an individual or a firm: (i) under the Bribery Act 2010; (ii) under Legislation creating offences in respect of fraudulent acts; or (iii) at common law in respect of fraudulent acts, in relation to this Contract or any other contract with the Crown; or (d) defrauding, attempting to defraud or conspiring to defraud the Crown; |
| Protected Information | means any information which is subject to the Authority's or the Government's protective marking scheme, and shall include any information concerning the content of such information and anything which contains or may reveal that information; |
| Public Store Account or PSA | shall have the meaning given in Clause 78 (*Accounting for the property of the Authority*); |
| PPIM | Payment and Payment Incentivisation Mechanism as set out in Schedule 8 of the same name; |
| Project Life Margin | Contractors, costs, forecast and revenue over the Contract Period; |
| Quarter  | means each successive period of three Payment Periods, commencing with the first Payment Period; |
| ''''''''''''''''''''' ''''''''''' ''''''''''' '''''''  | '''''''' ''''''' ''''''''''''''''''' '''''''''''' '''' '''' '''' '''''''''''''''''''''''' ''' '''' ''''''''''''''''''''' ''' '''''''''''''''''' |
| Reach Regulation  | means shall have the meaning given in Clause 79 (*Supply of Hazard Data*); |
| Readiness | means the minimum period of time between the point at which the Authority notifies the Contractor of a requirement for resources such as people, vehicles, equipment to be Called-Out, and the point at which these resources are required to be Called-Out; |
| Receipting | means upon receipt of a valid Relevant Form, report and relevant evidence, entering the relevant details in to the Authority's receipting and payment system(CP&F)); |
| ''''''''''''''''''''''''''' '''''''''''''''''''  | ''''''''''''''' ''''''' ''''''''''''''''''' '''''''''''''''''''' '''''' ''''''' ''''''''''''''''''''''''''' ''''''' '''''''''''''''' '''' ''''''' '''''''''''''''''''''' '''' '''''''''''''''''''''''''''' ''''' '''''''' ''''''''''''' '''''' ''''''' ''''''' ''''' ''''''''''''''' '''' ''''' ''''''''''''''''''''' ''' '''''''''''''''' |
| Recovery Plan  | means the plan and process as set out in Schedule 6 (Performance Measurement) Annex B; |
| Recovery Plan Process | means the process set out in Annex B of Schedule 6 *(Performance Measurement*); |
| Redundancy Costs | means the aggregate of: (a) statutory redundancy payments (as defined and calculated in accordance with section 162 Employment Rights Act 1996); (b) salary payments in lieu of contractual or statutory notice if and to the extent that the Parties agree that it is not reasonably practicable for the relevant employees to work the entirety of their notice; and (c) any enhanced redundancy payment due under a contractual enhanced redundancy payment scheme in place immediately prior to Relevant Transfer Date (including any related pension redundancy costs);made by the Contractor to relevant Authority Employees or Contractor Personnel in respect of the termination of their employment by reason of redundancy (as defined in the Employment Rights Act 1996) in respect of their continuous service up to the date of such redundancy dismissal; |
| Regular Trade Group 8 Firefighter (TG8) | means Royal Air Force Trade Group 8 Firefighter excluding any Sponsored Reserves; |
| Regulatory Body  | means any Government department and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate or influence the matters dealt with in this Contract or any other affairs of the Authority; |
| Relationship Management Plan  | means the plan agreed by the Parties, which as at the date of this Contract is set out in Annex H Schedule 14 (*Management Plans*); |
| Relevant Authority | means any court with the relevant jurisdiction and any local, national or supra-national agency, inspectorate, minister, ministry, official or public or statutory person of the government of the United Kingdom or of the European Union; |
| Relevant Benefits | means any benefit payable on retirement, on death, on reaching a particular age, on the onset of serious ill-health or incapacity or in similar circumstances (including the provision of medical, dental or similar benefits); |
| Relevant Consents  | means all permits, licences, permissions, consents, approvals, certificates and authorisations (whether statutory or otherwise) which are required for the performance of any of the Contractor's obligations under this Contract, whether required in order to comply with Law or as a result of the rights of any third party excluding any permits, licences, permissions, consents, approvals, certificates and authorisations required in respect of the Authority Premises or any contract between the Authority and a Third Party; |
| ''''''''''''''''''' '''''''''' | '''''''''''''''' '''''''' ''''''''' '''''''''' '''''' '''''''''''''''''''' '''' ''''''' ''''''''''''''''''''' ''''''''''''' '''''''''' '''''' '''''' ''''''''''''''''''''''' ''''''''''''' '''''''''' ''''''' ''''''''''' ''''' ''''''''''''''' ''''' ''''''''''''''''''' |
| Relevant Form  | means the Contractor’s periodic submission for payment; |
| Relief Event  | (a) explosion, lightning, storm, tempest, flood, ionising radiation, earthquake, riot or civil commotion;(b) failure by any statutory undertaker, utility company, local authority or other like body to carry out works or provide services; (c) accidental loss or damage to the Contractor Locations, Locations or any roads servicing the same; (d) any national failure or shortage of power, fuel or transport; (e) any blockade or embargo; (f) pandemic or epidemic unless any of the events listed in limbs (a) to (e) arises, directly or indirectly, as a result of any wilful default or wilful act of the Contractor or any Subcontractors; |
| Relevant Statutory Scheme | has the same meaning as in Regulation 8 of the Transfer Regulations; |
| Relevant Transfer | means a transfer to the Contractor or an Employing Sub-Contractor of the Authority Employees pursuant to this Contract and the Transfer Regulations; |
| Relevant Transfer Date(s) | means the date(s) on which a Relevant Transfer is effected for Authority Employees which shall be at Phase 1 Migration and Phase 3 Migration as more specifically set out in the MMT Programme Plan; |
| ''''''''''''''''''' '''''' '''''''''''''''''''''''''''' ''''''''''''' ''''''''''''''''''''''' '''''''''''''''''': | ''''''''' '''''' '''''''''''''''''''''''''''''' '''''''''''''' '''''''''''''' '''' ''''''' '''''''''' ''''' '''''''''''''''''' '''''''''''''' '''''''''''''' ''''''''' ''''''''''''' '''''' '''''''''''''''''''''''''''''' '''''''''''''' '''''''''''''''' '''''''''' '''''''''''''''''''' '''''''''''''''''''''''' '''''' ''''' '''''''''''' ''''' ''''''' ''''''''''''' '''''' ''''''''''''''''''''''''''''' ''''''''''''' ''''''''''''''''' ''''''''''''''' ''''''' ''''''' ''''''''''''''''''''''''''''' '''''' '''''''''''''''''' '''''''''''''''''''''' ''''''''''''''''''''' '''''' '''''' ''''''''''''' ''''' '''''''' '''''''''''''' '''''' '''''''''''''''''''''''''''' ''''''''''''' ''''''''''''''''' ''''''''''''' '''''''''''''''' ''''''''''' '''''''''''''''''''''''''''''' '''''' ''''''''''''''''''' '''''''''''''''''''''' |
| Representatives | means the Authority's Representatives or the Contractor's Representatives as detailed on Schedule 5 (*Governance and Contract Management*); |
| Requests for Information  | has the meaning set out in the FOIA or any apparent request for information under the FOIA or the Environmental Information Regulations; |
| Required Action | means such action as Notified by the Authority under Clause 70.3 (Procedure for *Authority Step-In*) and any consequential action as the Authority reasonably believes is necessary; |
| Required Condition and Quantity of Legacy Fleet  | shall mean the required numbers and standard of repair of the Legacy Fleet to enable the delivery of the promulgated response provision, as defined in extant risk assessments and, for ARFF Locations, in compliance with JSP426 Vol 3 Leaflet 2 requirements. For the avoidance of doubt this shall mean that the number of Legacy Fleet vehicles at each Location in a Fully Fit (Green) or Priority 3 Condition equals (or exceeds) the minimum number required by that Location’s extant risk assessments as set out in Schedule 2 (Statement of Requirements); |
| Required Insurances | means the contracts of insurance identified in Schedule 20 (*Required Insurances*) which the Contractor is required to procure and maintain in accordance with this Contract; |
| Reserve Service or SR Service  | refers to periods of time in which an individual is a member of the Reserve Forces as a Sponsored Reserve; |
| Reserve Force | means one of the following; the Royal Fleet Reserve, the Royal Air Force Reserves, the Royal Marines Reserve, the Regular Reserve, the Army Reserve, the Royal Air Force Reserve or the Royal Auxiliary Air Force; |
| Residual Assets | means any equipment or materials declared by the Authority to a Contractor; |
| ''''''''''' ''''''''''''''''''''  | ''''''''' '''''''' ''''''''''''''''''''' '''''''''''''' ''''' ''' ''''' ''''''''''''''''''''''' '''' ''''' '''''''''''''''''''''''' ''' '''''''''''''''''' |
| Review Date  | means 1st April in each year during the Contract Period with the first Review Date being 1st April 2020; |
| Review Period  | means each twelve (12) month period ending one day prior to the applicable Review Date; |
| Reviewer  | means the independent third party appointed under Annex D (*Value for Money Review*) Schedule 5 (*Governance and Contract Management*); |
| Reviewer's Report  | means the report produced by the Reviewer following a VfM Review as set out in Annex C (*Value for Money Review*) Schedule 5 (*Governance and Contract Management*); |
| Riding Firefighter | means a firefighter, crew or watch manager whose role is as part of the team crewing a fire appliance responding to an incident; |
| Risk Assessments  | means the actual assessment and mitigation plans. These are currently Fire Risk Assessment, Fire Resilience Risk Assessment and Fire Risk Response Plan and Post Transformation, referred to as the IRMP; |
| '''''''''' '''''''''''''''''' ''''''''''''' | ''''''''' '''''''' '''''''''''''''''''''' '''''''''''' ''''' ''' ''''' '''''''''''''''''''''''' ''' ''''' ''''''''''''''''''''''' ''' '''''''''''''''''' |
| Role Performance Statement  | shall have the meaning ascribed to in JSP 822; |
| Same Cause | means where a Repeat PI Performance Level Failure occurs and is caused due to the Services being delivered by the Contractor in a way that did not address the cause of the previous PI Performance Level Failure; |
| Schemes | means the PCSPS, the Partnership Pension Account and its (i) Ill-health Benefits Scheme and (ii) Death Benefits Scheme, the Civil Service Additional Voluntary Contribution Scheme, alpha each as amended or replaced from time to time, or such one of them as is or are relevant in context. Any reference to the Schemes includes, unless the context otherwise requires, a reference to the respective managers from time to time of the Schemes; |
| Security Liaison Officer | means the Contractors appointed representative reasonable for security matters;  |
| Security Requirements | means the standard as set out in paragraph 3.1.9 of Schedule 11 (Information Management); |
| Sensitive Personal Data | shall have the same meaning as in section 2 of the DPA; |
| Senior Responsible Officer (SRO)  | means the senior Authority Representative within the F&R Governance Structure as detailed in Schedule 5 (Governance and Contract Management); |
| '''''''''''''''''' '''''''''''''''''''''  | ''''''''''''''''' ''''''' ''''''''''''''''''' '''''''''''''''''''''''''''' ''''''''''''''''''' ''''' ''''''' '''''''''''''''''''''' '''' ''''''' ''''''''''''' ''''' ''''' '''''''''''''''''''''''''''' '''''''''''' ''''''''''''''''''''''''' ''''' ''''''' ''''''''''''''''''''''' ''''''''''''''''''''''' ''''' ''''''' '''''''''''''''''''''''' '''' '''''''''''''''''''''' ''' '''''''''''''''''''''''''''''''''' ''''''''''''''''''''''''''''''''''' |
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| Service Discipline Act | means the relevant Service Discipline Act in accordance with Schedule 3 (Codes, Standards, DEFCONs and Defence Policies); |
| Service Regulations | means the relevant Service Regulations; |
| Services | means the services set out in Schedule 2 (*Statement of Requirement*) and as further described in Schedule 14 (*Management Plans*); |
| Soft Facilities Management  | means the provision of cleaning and general waste management at Authority Premises |
| Specific Change in Law  | means a Change in Law, other than a Foreseeable Change in Law, which: (a) applies or refers to the provision of the Services or services the same or similar to the Services; and/or (b) applies or refers to the Contractor or Authority and not to other persons; and/or (c) applies or refers to contractors whose primary business activity is the provision of services the same as or similar to the Services but not to other persons; |
| Specified Assets | means the Specified Assets and the manner of their provision as set out in Schedule 7, (*Asset Management*); |
| Sponsored Reservist or SR  | means a person who is subject to the liabilities described in the Reserve Forces Act 1996 (RFA96) section 40; |
| SQEP (Suitably Qualified and Experienced Personnel or Person) | means a person or group of persons who hold the qualifications and experience required to safely and effectively undertake their role(s). Wherever a Role Performance Statement has been developed and endorsed by the TRA, personnel will be deemed SQEP if their skills, qualifications and experience meet (or exceed) the standards within the Role Performance Statement. Where a Role Performance Statement is not in place for a particular role or specialist function, personnel will be required to meet the appropriate nationally recognised accreditation standard (including those required for specific fire safety roles by JSP 426); |
| SR Terms and Conditions of Service | refers to the terms and conditions of service applicable to Sponsored Reservists including legislation and regulations governing the Armed Forces; |
| '''''''''' '''''''''''''''''''''''''''''''''''' ''''''''''''''  | ''''''''''''''' '''''''' '''''''' ''''''''' ''''' '''''''' '''''''''''''''' '''''''''''''''' ''''''''''''''''' '''''''''''''' ''''''''' '''''''''''''''''''''''' ''''''''''' ''''' '''''''''''''''''' '''' ''''''''''''' '''''' '''''''' '''''''''''''''''''''''''''''' ''''' ''''''''''''''''''''''''' '''''''''''''''''''''''''''' '''''''''' ''''''''''''''''' ''''' '''''''' '''''''''''' '''''''''''''''''''''''''''''' '''''''''''' ''''' '''''''' ''''''''' ''''' ''''''''''''' ''''''''''''''''''''' ''''''''''' ''''''''''' '''''' ''''''' ''''''' ''''''''''''''''' '''' ''''''' ''''''''''''''''''''''; |
| Statement of Training Tasks | means the document prepared by the Training Provider to take the agreed output-based requirement and develop it into the training solution for the following year. The Statement of Training Task is developed from the Statement of Training Requirement which identifies the trained output required by the employing top level budget, by year, for a 4-year short term planning period; |
| Statement of Training Requirements (SOTR) | means the trained (professional and non-professional fire-related) output required by the employing commands of the Authority Personnel, and Contractor Personnel, as is set out in Annex F of Schedule 2 (Statement of Requirement); |
| Step-In Notice | means a Notice described as such in Clause 70.3 (*Procedure for Authority Step-In*); |
| '''''''''''''''''''' ''''''''''''''''''''''' '''''''''''''''''''''''''  | '''''''''''''''' ''''''' '''''''''''''''''''' ''''''''''''''''''''''''''' '''''''''''''' ''''''''''''''''''''' ''''''' '''''''''''''''''''''''''''''' ''''''''''''''''''''''''''''' ''''' ''' ''''''''''''''''''''''''''''''' ''''''''''''' '''''' ''''''''''''''''''''' '''' ''''''''''''''' '''' '''' '''''''''''''''''''''''' ''' '''''''''''''''''''''''''''''' '''''''''''''''''''''''''''''''''''' |
| Step-Out Date  | means the date on which the Authority intends to cease the Required Action; |
| Step-Out Notice  | means a Notice described as such in Clause 70.8 (*Authority Step-Out*); |
| Step-Out Plan | means a plan relating to the resumption by the Contractor of the Services, including any action the Contractor proposes to take to ensure that the resumed Services satisfy the terms of this Contract; |
| Structural Locations  | mean strategic assets, personnel accommodation and other non-ARFF Sites; |
| Structural Risk  | means those risks pertaining to strategic assets, personnel, accommodation and other non- ARFF Risks; |
| Subcontracts | means the contracts entered into between the Contractor and its Subcontractors and the contracts entered into between any Subcontractor and any other Subcontractor in respect of the provision of the Services; |
| Subcontractor | means a third party, other than the Contractor, which enters into a Subcontract; |
| Subsequent Relevant Transfer | means a transfer of the employment of Subsequent Transferring Employees from the Contractor or any Employing Sub-Contractor to a New Provider or the Authority under the Transfer Regulations; |
| Subsequent Transfer Date | means the date on which the transfer of a Subsequent Transferring Employee takes place under the Transfer Regulations; |
| Subsequent Transferring Employee | means an employee wholly or mainly employed or otherwise assigned to the Services (or in respect of partial termination, the relevant part of the Services) whose employment transfers under the Transfer Regulations from the Contractor or any Employing Sub-Contractor to a New Provider; |
| Survivable Incident  | means an incident where passengers, including pilot & co-pilot, can be safely evacuated or, if assessed at the onset, deemed to be safely evacuated; |
| Target Cost  | means (subject to the operation of the Pricing Variation and any other variations as may be agreed between the Parties in accordance with Schedule 10 (Change Procedure) or as otherwise permitted by this Contract) the costs as set out in Table 1A, Table 1B and Table 1C in paragraph 4 of Schedule 8 (PPIM) as also set out in Annex A of Schedule 9 (Financial Model) as updated from time to time in accordance with paragraph 2.9 of Schedule 9 (Financial Model). For the avoidance of doubt the Target Cost is inclusive of the ''''''''''''' ''''''''''''''''''''''''' Charge as set out in Annex C of Schedule 8 (PPIM)); |
| Target Cost Mechanism  | means the mechanism described in paragraph 5 of Schedule 8 (PPIM); |
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| Tasking | means assisting the Authority in the instruction of Authority Cyprus Resources by the Authority or Contractor’s Cyprus Team exercising Functional Control; |
| Tax | means any kind of tax, duty, levy or other charge (other than VAT) whether or not similar to any in force at the date of this Contract and whether imposed by a local, governmental or other Relevant Authority in the United Kingdom or elsewhere; |
| Technical Support Contractors  | means a Third Party who has a Contractual relationship with the Authority to provide technical support to the Authority; |
| Termination Date  | means the date of any early termination of this Contract pursuant to Clauses 71 (*Termination for Contractor Default)* or 72 (*Break*); |
| Termination Notice | has the meaning given to it in Clause 71 (*Termination for Contractor Default*), or as relevant, means any Notice to terminate this Contract pursuant to Clause 72 (*Break*); |
| Third Party  | means any person who is not: (a) an affiliate of the Contractor; (b) an affiliate of a Subcontractor; (c) a Subcontractor; (d) a Party; any employee or agent of the entities identified in (a) to (d) above; |
| Third Party Confidential Information  | means Third Party owned Confidential Information; |
| Third Party IPR | means IPR owned by a Third Party; |
| Threshold MOP  | means the essential minimum required level of performance which in the event of conflict with the provisions of Schedule 6 (Performance Measurement) the latter shall prevail; |
| Trainees | mean all those individuals in the receipt of training across Defence regardless of the training delivery provider or training delivery location. It encompasses all those receiving training delivered in response to a Statement of Training Requirement and those receiving training delivered in the workplace to maintain competence; |
| Training  | where referred to in Schedule 25 (Support to Operations) means training as a member of one of the Reserve Forces; |
| Training Delivery Authority | means the Authority organisation responsible for training delivery, but not necessarily the conduct of the training itself;  |
| Training Liability  | where used in Schedule 25 (Support to Operations) means a Sponsored Reservist’s liability for training established in either Service regulations or in the SR’s Employee Agreement in accordance with RFA96 section 40(1)(b); |
| Training Requirements Authority | means the end-user of the trained output. It is the ultimate authority for the derivation and maintenance of the Role Performance Statement (OPS) or Competence Framework (CF), and is responsible for the evaluation of the effect of the training and education in achieving that OPS/CF (delivered both in the training school/organisation and the workplace); |
| Training Provider  | means part of the Contractor’s operation that conducts the training which will be responsible for the provision of Training to Trainees delivering the training activity that has been analysed and designed in accordance with the Contract; |
| Transfer Regulations | means the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended from time to time and/or the Service Provision Change (Protection of Employment) Regulations (Northern Ireland) 2006 (as amended from time to time), as appropriate; |
| Transformation  | means the activities which the Contractor delivers in accordance with the MMT Programme Plan in order to achieve the benefits defined in the Benefits Realisation Plan; |
| Transformation Period  | means the period following completion of Migration up to and ending on when the Contractor delivers the Benefits Realisation Plan in accordance with the MMT Programme Plan; |
| Unexpected Employee | means any employee of the Authority or former employee of the Authority or any former employee of any previous supplier of the Authority at the Relevant Transfer Date who is not on the Final List provided in accordance with paragraph 2.1.4 of Part 1 of Schedule 16 (TUPE and Pensions) and who is or was assigned by the Authority or by any previous supplier of the Authority at the Relevant Transfer Date to the Services to be provided by the Contractor and/or an Employing Sub-Contractor prior to the Relevant Transfer Date; |
| Unique Identifiers | comprise of Unique Order Identifier (UOI) generated by CP&F for non-inventory purchase orders. The application of UOIs is at the line item level. The Contractor must quote the applicable Unique Identifier in any communication concerning a line item; VAT means value added tax and is the tax charged on supplies of goods and services in the UK pursuant to the Value Added Tax Act 1994; |
| Urgent Change  | means a Change that was unforeseen and the impact of non-delivery would have a significant impact on Defence and where speed is of the essence and accelerated timescales are required to process the Change; |
| Utility Requirements | means water, electricity, natural gas, telephone service, and other essentials; |
| Verification and Validation Requirements Matrix (VVRM)  | means the tool used by the Authority to demonstrate how the individual SATs verify and validate that the Service Requirements are being delivered by the Contractor; |
| VfM Review  | means a review carried out in accordance with Annex D, Schedule 5 (*Governance and Contract Management*); |

**Acronyms**

|  |  |
| --- | --- |
| AAC | Annual Activity Certificate |
| API | Application Programming Interface |
| AQAP | Allied Quality Assurance Publications |
| BACS | Bankers Automated Clearing Service |
| CEDR | Centre for Effective Dispute Resolution |
| CAA | CONDO Applicable Area |
| CFRAD | Chief Fire and Rescue Adviser for Defence |
| CHIP | Chemicals (Hazard Information and Packaging for Supply) Regulations |
| CITES | Convention on International Trade in Endangered Species of Wild Flora and Fauna |
| CONDO | Contractor On Deployed Operations |
| CP&F | Contracting, Purchasing and Finance’ |
| DECS | Defence Electronic Commerce Service |
| DEFCON | Defence Condition |
| DEFFORM | Defence Form |
| Def Stan | Defence Standard |
| DE&S | Defence Equipment and Support |
| DFRA | Defence Fire and Rescue Authority |
| DIO | Defence Infrastructure Organisation |
| DPA | Data Protection Act |
| DPQQ | Dynamic Pre-Qualification Questionnaire |
| DSA | Defence Safety Agency (Note: this agency will supercede the Defence Safety and Environmental Agency (DSEA) on 1 April 2015) |
| EC | European Commission |
| EIR | Environmental Information Regulations |
| EU | European Union |
| FOC | Full Operating Capability |
| FOIA | Freedom of Information Act |
| FRS | Fire & Rescue Service |
| GBP | Great British Pounds |
| GFA | Government Furnished Assets |
| GFX | General terms for any item furnished by the Government  |
| HSIS | Hazardous Stores Information System  |
| HMRC | Her Majesty’s Revenue and Customs |
| IPR | Intellectual Property Rights |
| ISO/IEC | International Organization for Standardization/International Electrotechnical Commission |
| ISOS | Invitation to Submit Outline Solution |
| ITPD | Invitation to Participate in Dialogue |
| JFC | Joint Forces Command |
| JHC | Joint Helicopter Command |
| KPI | Key Performance Indicator |
| LCIA | London Court of International Arbitration |
| LEC | Locally Employed Civilians |
| MTSR | Movement Transport Safety Regulator  |
| MS | Microsoft |
| NATO | North Atlantic Treaty Organization |
| OOTNC | Occasion of Tax Non-Compliance |
|  |  |
| PDF | Portable Document Format |
| PSA | Public Store Account |
| REACH | Registration, Evaluation, Authorisation and restriction of CHemials |
| ROC | Republic of Cyprus |
| RIDDOR | Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 |
| SBA | Sovereign Base Area |
| SDS | Safety Data Sheet |
| SQEP | Suitably Qualified and Experienced Person |
| STANAG | Standardization Agreement (NATO) |
| TUPE | Transfer of Undertakings (Protection of Employment) |
| UK | United Kingdom |
| UOI | Unique Order Identifier |
| VAT | Value Added Tax |
| VFM | Value for Money |