



Ministry
of Defence

MOD Commercial

700000407

For The

Provision of an updated Armed Forces Act 2006

Issued to:

RELX (UK) Limited trading as LexisNexis
Lexis House
30 Farringdon Street
London
EC4H 4AA

Statement of Requirement – Provision of an updated Armed Forces Act 2006

The Department's internal stakeholders of the Service Justice System use the Armed Forces Act 2006 (AFA06), as the principle legislation for the Armed Forces. The Act is used by the Single Services, the Provost Marshals and Ministry of Defence (MOD) Legal Advisors to provide advice to Ministers and to inform legislation development, policy development and casework decisions.

The version of the Armed Forces Act 2006 on www.legislation.gov.uk website is not regularly updated by the Government to reflect amendments made by the MOD (internal changes) and Other Government Department's (OGD) legislation changes (external).

Therefore, the MOD requires an up-to-date version of AFA06, reflecting amendments made form MOD and OGD legislation, that can be published on the Defence Intranet, as part of Volume 3 of the Manual of Service Law (MSL). The contractor is to provide access to legislation documents and keep this copy up to date as changes/updates occur.

The PDF copies of the revised documents are to be emailed to the MOD and are then uploaded to Defence Intranet . The Department is to receive monthly emails notifying us if amendments have or have not recently occurred.

RELX (UK) Limited trading as LexisNexis
Lexis House, 30 Farringdon Street, London, EC4H 4AA

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- (d) THE COVERED PARTIES SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LEGAL FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE SERVICE OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS, REGARDLESS OF ANY NEGLIGENCE OF ANY COVERED PARTY.

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- (f) Other than as detailed in clause 8(e), this Agreement does not confer any rights on any person or party (other than the parties to this Agreement) under the Contract (Rights of Third Parties) Act 1999.
- (g) We will use personal information collected about Authorised Users for the purposes of: (i) providing access to and use of the Service to Authorised Users; (ii) providing customer

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- (h) You recognize that, in the process of accessing and using the Services, You will be required to supply personal data as defined in the Data Protection Act 1998 ("DPA"). We shall comply with our obligations as a data processor under the DPA but You consent (and will procure the consent of the Authorised Users) to the processing of such data and to it being exported outside of the EEA for processing by any of Our group companies or subcontractors for the purposes of meeting any of Our rights or obligations under this Agreement (provided such shall always be in accordance with approved EU mechanisms for data exporting).

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- (j) Customer is neither identified on, nor shall it provide access to LN Services to any individuals or entities identified on, OFAC's list of Specially Designated Nationals ("SDN List"), the UK's HM Treasury's Consolidated List of Sanctions Targets, or the EU's Consolidated List of Persons, Groups, and Entities Subject to EU Financial Sanctions, or any other applicable sanctions lists.

Signature

Date

12/09/2018

Print Name:

On behalf The Authority Defence Commercial CC HOCS3b

1. Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment under clause 2 the Contractor will be required to register their details (Supplier on-boarding) on the Contracting, Purchasing and Finance (CP&F) electronic procurement tool.
2. Where the Contractor submits an invoice to the Authority in accordance with clause 1, the Authority will consider and verify that invoice in a timely fashion.
3. The Authority shall pay the Contractor any sums due under such an invoice no later than a period of 30 days from the date on which the Authority has determined that the invoice is valid and undisputed.
4. Where the Authority fails to comply with clause 2 and there is an undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purposes of clause 3 after a reasonable time has passed.
5. The approval for payment of a valid and undisputed claim for payment by the Authority shall not be construed as acceptance by the Authority of the performance of the Contractor's obligations nor as a waiver of its rights and remedies under this Contract.
6. Without prejudice to any other right or remedy, the Authority reserves the right to set off any amount owing at any time from the Contractor to the Authority against any amount payable by the Authority to the Contractor under the Contract or under any other contract with the Authority, or with any other Government Department.

11/16) Appendix - Addresses and Other Information

1. Commercial Officer

Name: Def Comrcl CC HOCS3b2

Address:

Email:

**8. Public Accounting Authority**

1. Returns under DEFCON 694 (or SC equivalent) should be sent to DBS Finance ADMT – Assets In Industry 1, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD

☎ 44 (0) 161 233 5397

2. For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD

☎ 44 (0) 161 233 5394

2. Project Manager, Equipment Support Manager or PT Leader (from whom technical information is available)

Name:

Address:

9. Consignment Instructions

The items are to be consigned as follows:

3. Packaging Design Authority

Organisation & point of contact:

(Where no address is shown please contact the Project Team in Box 2)

**10. Transport.** The appropriate Ministry of Defence Transport Offices are:

A. DSCOM. DE&S, DSCOM, MoD Abbey Wood, Cedar 3c, Mail Point 3351, BRISTOL BS34 8JH

Air Freight Centre

IMPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

Surface Freight Centre

IMPORTS ☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946

EXPORTS ☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946

4. (a) Supply / Support Management Branch or Order Manager:
Branch/Name:

(b) U.I.N.

B. JSCS

JSCS Helpdesk No. 01869 256052 (select option 2, then option

3) JSCS Fax No. 01869 256837

www.freightcollection.com**5. Drawings/Specifications are available from****11. The Invoice Paying Authority**

Ministry of Defence ☎ 0151-242-2000

DBS Finance

Walker House, Exchange Flags Fax: 0151-242-2809

Liverpool, L2 3YL

Website is:<https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing>**6. Intentionally Blank****12. Forms and Documentation are available through *:**

Ministry of Defence, Forms and Pubs Commodity Management

PO Box 2, Building C16, C Site

Lower Arncott

Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)

Applications via fax or email: DESLCSLS-OpsFormsandPubs@mod.uk**7. Quality Assurance Representative:**

Name:

Commercial staff are reminded that all Quality Assurance requirements should be listed under the General Contract Conditions.

AQAPS and **DEF STANs** are available from UK Defence Standardization, for access to the documents and details of the helpdesk visit <http://dstan.uwh.dii.f.r.mil.uk/> [intranet] or <https://www.dstan.mod.uk/> [extranet, registration needed].

***NOTE**

1. Many DEFCONs and DEFFORMs can be obtained from the MOD Internet Site: <https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm>

2. If the required forms or documentation are not available on the MOD internet site requests should be submitted through the Commercial Officer names in Section 1.

Ministry of Defence

Acceptance of Offer of Contract

To:

We acknowledge receipt of your Department's Letter of Offer, reference **700000407** dated **12th September 2018**, with associated documents and confirm that we accept the offer contained therein. We understand that by accepting the Department's offer, we are entering into a legally binding contract. We agree that any other terms and conditions or any general reservations, which may be printed on any of our correspondence in connection with this work, shall not be applicable to the contract. We confirm that we are proceeding with the work.

We agree that the contract shall be subject to English Law (DEFCONs 529 and 530) unless we tick a preference for Scots Law (DEFCONs 529a and 530a).

Offer and Acceptance																	
<p>A) Offer</p> <p>Contract 700000407 constitutes an offer by the Authority for the supplier to supply the Deliverables. This is open for acceptance by the supplier until 15th September 2018. By signing below the Contractor agrees to be bound by the attached Contract terms and conditions.</p> <p>Signed by:</p> <p>Name (Block Capitals):</p> <p>Position: Def Comrcl CC- HOCS 3b</p> <p>For and on behalf of the Authority</p> <p>Authorised Signatory:</p> <p>Date: 12 September 2018</p>	<p>B) Acceptance of Offer of Contract</p> <p>I acknowledge receipt of the Departments contract letter reference 700000407.</p> <p>I confirm that I accept the Offer it contains and agree to be bound by its terms.</p> <p>Signed by:</p> <p>Name (Block Capitals):</p> <p>Position:</p> <p>For and on behalf of</p> <p>Authorised Signatory:</p> <p>Date¹:</p>																
<p>C) Scots law to apply? Yes <input type="checkbox"/> No <input type="checkbox"/></p>																	
<p>D) Tier 1 Sub-Contractor data:²</p> <table border="0"> <tr> <td>Name</td> <td>value of work (£ ex VAT)</td> <td>Location Of Work</td> <td>SME: Yes / No</td> </tr> <tr> <td>Name</td> <td>value of work (£ ex VAT)</td> <td>Location Of Work</td> <td>SME: Yes / No</td> </tr> <tr> <td>Name</td> <td>value of work (£ ex VAT)</td> <td>Location Of Work</td> <td>SME: Yes / No</td> </tr> <tr> <td>Name</td> <td>value of work (£ ex VAT)</td> <td>Location Of Work</td> <td>SME: Yes / No</td> </tr> </table>		Name	value of work (£ ex VAT)	Location Of Work	SME: Yes / No	Name	value of work (£ ex VAT)	Location Of Work	SME: Yes / No	Name	value of work (£ ex VAT)	Location Of Work	SME: Yes / No	Name	value of work (£ ex VAT)	Location Of Work	SME: Yes / No
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¹ The date of unqualified acceptance by signature is the effective date of the contract

² The MOD is required to report to the Government any spend with Small and Medium-sized Enterprises (SMEs) including Sub-contractors (Tier 1). SMEs are defined by the EU on http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme-definition/index_en.htm