

Contract Reference CCTM22A01

Vessel Accommodation Services - Risk Allocation Variation 01

## Variation 01

### Annex D: Risk Allocation Schedule

#### 1. GENERAL

For the avoidance of doubt, the rights of either Party set out at clause 10 of the core terms apply to the Vessel Accommodation Services.

#### 2. TERMINATION RIGHTS DURING PERIOD OF IMPLEMENTATION

If a Milestone has not been achieved by the relevant Delay Period Limit as set out at Part A of Annex B (*Implementation Plan*), the Buyer shall have the right to terminate the requirement for the Vessel Accommodation Services under the relevant Variation Form in accordance with the termination rights set out at Part A of Annex B (*Implementation Plan*) of the Order Form.

#### 3. ENDING THE REQUIREMENT FOR VESSEL ACCOMMODATION SERVICES UNDER THE RELEVANT VARIATION FORM

- 3.1 The Buyer has the right to terminate the requirement for the Vessel Accommodation Services under the relevant Variation Form at any time without reason by giving the Supplier not less than 60days' written notice.
- 3.2 In addition to the Contract termination rights set out in clause 10.4.1 of the Core Terms, the Buyer has the right to immediately terminate its requirement for the Vessel Accommodation Services under the relevant Variation Form if there is any material Default in the delivery of the Vessel Accommodation Services by the Supplier.
- 3.3 For the purposes of paragraph 3.2 above, a material Default is any Default which means that the Supplier is unable to accept a minimum of [REDACTED] and the expiry of the term for the provision of the Vessel Accommodation Services.

#### 4. WHAT HAPPENS IF THE CONTRACT ENDS

- 4.1 Where the Buyer terminates the requirement for the Vessel Accommodation Services under paragraphs 2, 3.1 or 3.2 above the following apply:
- 4.1.1 the Buyer's payment obligations under the relevant Variation Form will stop immediately.
- 4.1.2 accumulated rights of the Parties are not affected; and

**OFFICIAL - SENSITIVE**

**Contract Reference CCTM22A01**

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- 4.1.3 the Supplier must promptly repay to the Buyer any and all Charges the Buyer has paid in advance in respect of the Vessel Accommodation Services not provided by the Supplier as at the date of the termination.
- 4.2 If the Buyer terminates the requirement for the Vessel Accommodation Services under paragraphs 3.1 above,
  - 4.2.1 the Buyer must promptly pay all outstanding Charges incurred to the Supplier; and
  - 4.2.2 the Buyer must pay the Supplier the Vessel Accommodation Services termination costs as set out at Part A of this annex.
- 4.3 If the Buyer terminates the requirement for the Vessel Accommodation Services under paragraph 2 or 3.2, the Supplier shall be responsible for the Buyer's reasonable costs of procuring replacement Vessel Accommodation Services for the remainder of the period of the provision of the Vessel Accommodation Services under the Variation Form.

**OFFICIAL - SENSITIVE**

**Contract Reference CCTM22A01**

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**REDACTED**