PRB DEEPCUT SUBSTATION 1A SCHEDULES

Schedule 1 – Definitions of Contract Contract Number: 707280450

| Article | means, in relation to clause 24 and Schedule 6 only, an object which during production is given a special shape, surface or design which determines its function to a greater degree than does its chemical composition; |
|-------------------------------|--|
| Articles | means (except in relation to Schedule 10) the Contractor Deliverables (goods and/or the services), including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract in accordance with Schedule 2 (Schedule of Requirements), but excluding incidentals outside Schedule 2 (Schedule of Requirements) such as progress reports. (This definition only applies when DEFCONs are added to these Conditions); |
| Authority | means the Secretary of State for Defence acting on behalf of the Crown; |
| Authority's Representative(s) | shall be those person(s) defined in Schedule 3 (Contract Data Sheet) who will act as the Authority's Representative(s) in connection with the Contract. Where the term "Authority's Representative(s)" in the Conditions is immediately followed by a functional description in brackets, the appropriate Authority's Representative(s) shall be the designated person(s) for the purposes of Condition 7; |
| Business Day | means 09:00 to 17:00 Monday to Friday, excluding public and statutory holidays; |
| Central Government Body | a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: |
| | a. Government Department; |
| | b. Non-Departmental Public Body or Assembly |

| | Sponsored Public Body (advisory, executive, or tribunal); c. Non-Ministerial Department; or d. Executive Agency; |
|----------------------|--|
| Collect | means pick up the Contractor Deliverables from the Consignor. This shall include loading, and any other specific arrangements, agreed in accordance with Clause 28.c and Collected and Collection shall be construed accordingly; |
| Commercial Packaging | means commercial Packaging for military use as described in Def Stan 81-041 (Part 1) |
| Conditions | means the terms and conditions set out in this document; |
| Consignee | means that part of the Authority identified in Schedule 3 (Contract Data Sheet) to whom the Contractor Deliverables are to be Delivered or on whose behalf they are to be Collected at the address specified in Schedule 3 (Contract Data Sheet) or such other part of the Authority as may be instructed by the Authority by means of a Diversion Order; |
| Consignor | means the name and address specified in Schedule 3 (Contract Data Sheet) from whom the Contractor Deliverables will be dispatched or Collected; |
| Contract | means the Contract including its Schedules and any amendments agreed by the Parties in accordance with condition 6 (Formal Amendments to the Contract); |
| Contract Price | means the amount set out in Schedule 2 (Schedule of Requirements) to be paid (inclusive of Packaging and exclusive of any applicable VAT) by the Authority to the Contractor, for the full and proper performance by the Contractor of its obligations under the Contract. |
| Contractor | means the person who, by the Contract, undertakes to supply the Contractor Deliverables, for the Authority as is provided by the Contract. Where the Contractor is an individual or a |

| | partnership, the expression shall include the personal representatives of the individual or of the partners, as the case may be, and the expression shall also include any person to whom the benefit of the Contract may be assigned by the Contractor with the consent of the Authority; |
|-------------------------|---|
| Contractor Deliverables | means the goods and/or the services, including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract; |
| Control | means the power of a person to secure that the affairs of the Contractor 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, the Contractor; or b. by virtue of any powers conferred by the constitutional or corporate documents, or any other document, regulating the Contractor; and a change of Control occurs if a person who Controls the Contractor ceases to do so or if another person acquires Control of the Contractor; |
| CPET | means the UK Government's Central Point of Expertise on Timber, which provides a free telephone helpline and website to support implementation of the UK Government timber procurement policy; |
| Crown Use | in relation to a patent means the doing of anything by virtue of Sections 55 to 57 of the Patents Act 1977 which otherwise would be an infringement of the patent and in relation to a Registered Design has the meaning given in paragraph 2A(6) of the First Schedule to the Registered Designs Act 1949; |
| Dangerous Goods | means those substances, preparations and articles that are capable of posing a risk to health, safety, property or the environment which are prohibited by regulation, or classified and authorised only under the conditions prescribed by the: a. Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009 (CDG) (as amended 2011); b. European Agreement Concerning the |

| | International Carriage of Dangerous Goods by Road (ADR); |
|-----------------------------------|--|
| | e. Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID); |
| | f. International Maritime Dangerous Goods (IMDG) Code; |
| | International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air; |
| | h. International Air Transport Association (IATA) Dangerous Goods Regulations. |
| DBS Finance | means Defence Business Services Finance, at the address stated in Schedule 3 (Contract Data Sheet); |
| DEFFORM | means the MOD DEFFORM series which can be found at https://www.kid.mod.uk; |
| DEF STAN | means Defence Standards which can be accessed at https://www.dstan.mod.uk; |
| Deliver | means hand over the Contractor Deliverables to the Consignee. This shall include unloading, and any other specific arrangements, agreed in accordance with Condition 28 and Delivered and Delivery shall be construed accordingly; |
| Delivery Date | means the date as specified in Schedule 2 (Schedule of Requirements) on which the Contractor Deliverables or the relevant portion of them are to be Delivered or made available for Collection; |
| Denomination of Quantity (D of Q) | means the quantity or measure by which an item of material is managed; |
| Design Right(s) | has the meaning ascribed to it by Section 213 of the Copyright, Designs and Patents Act 1988; |
| Diversion Order | means the Authority's written instruction (typically given by MOD Form 199) for urgent Delivery of specified quantities of Contractor Deliverables to a Consignee other than the Consignee stated in Schedule 3 (Contract Data Sheet); |

| Effective Date of Contract | means the date upon which both Parties have signed the Contract; |
|-----------------------------------|--|
| Evidence | means either: a. an invoice or delivery note from the timber supplier or Subcontractor to the Contractor specifying that the product supplied to the Authority is FSC or PEFC certified; or b. other robust Evidence of sustainability or FLEGT licensed origin, as advised by CPET; |
| Firm Price | means a price (excluding VAT) which is not subject to variation; |
| FLEGT | means the Forest Law Enforcement, Governance and Trade initiative by the European Union to use the power of timber-consuming countries to reduce the extent of illegal logging; |
| Government Furnished Assets (GFA) | is a generic term for any MOD asset such as equipment, information or resources issued or made available to the Contractor in connection with the Contract by or on behalf of the Authority; |
| Hazardous Contractor Deliverable | means a Contractor Deliverable or a component of a Contractor Deliverable that is itself a hazardous material or substance or that may in the course of its use, maintenance, disposal, or in the event of an accident, release one or more hazardous materials or substances and each material or substance that may be so released; |
| Independent Verification | means that an evaluation is undertaken and reported by an individual or body whose organisation, systems and procedures conform to "ISO Guide 65:1996 (EN 45011:1998) General requirements for bodies operating product certification systems or equivalent", and who is accredited to audit against forest management standards by a body whose organisation, systems and procedures conform to "ISO 17011: 2004 General Requirements for Providing Assessment and Accreditation of Conformity Assessment Bodies or equivalent"; |
| Information | means any Information in any written or other tangible form disclosed to one Party by or on behalf of the other Party under or in connection with the |

| | Contract Number: 707280450 |
|---|---|
| | Contract; |
| Issued Property | means any item of Government Furnished Assets (GFA), including any materiel issued or otherwise furnished to the Contractor in connection with the Contract by or on behalf of the Authority; |
| Legal and Sustainable | means production and process methods, also referred to as timber production standards, as defined by the document titled "UK Government Timber Production Policy: Definition of legal and sustainable for timber procurement". The edition current on the day the Contract documents are issued by the Authority shall apply; |
| Legislation | means in relation to the United Kingdom any Act of Parliament, any subordinate legislation within the meaning of section 21 of the Interpretation Act 1978, or any exercise of Royal Prerogative. |
| Military Level Packaging (MLP) | means Packaging that provides enhanced protection in accordance with Def Stan 81-041 (Part 1), beyond that which Commercial Packaging normally provides for the military supply chain; |
| Military Packager Approval Scheme (MPAS) | is a MOD sponsored scheme to certify military Packaging designers and register organisations, as capable of producing acceptable Services Packaging Instruction Sheet (SPIS) designs in accordance with Defence Standard (Def Stan) 81- 041 (Part 4); |
| Military Packaging Level (MPL) | shall have the meaning described in Def Stan 81- 041 (Part 1); |
| Mixture | means a mixture or solution composed of two or more substances; |
| MPAS Registered Organisation | is a packaging organisation having one or more MPAS Certificated Designers capable of Military Level designs. A company capable of both Military Level and commercial Packaging designs including MOD labelling requirements; |
| MPAS Certificated Designer | shall mean an experienced Packaging designer trained and certified to MPAS requirements; |

| ΝΑΤΟ | means the North Atlantic Treaty Organisation which is an inter-governmental military alliance based on the North Atlantic Treaty which was signed on 4 April 1949; |
|----------------------------------|--|
| Notices | shall mean all Notices, orders, or other forms of communication required to be given in writing under or in connection with the Contract; |
| Overseas | shall mean non UK or foreign; |
| Packaging | Verb. The operations involved in the preparation of materiel for; transportation, handling, storage and Delivery to the user; |
| | Noun. The materials and components used for the preparation of the Contractor Deliverables for transportation and storage in accordance with the Contract; |
| Packaging Design Authority (PDA) | shall mean the organisation that is responsible for the original design of the Packaging except where transferred by agreement. The PDA shall be identified in the Contract, see Annex A to Schedule 3 (Appendix – Addresses and Other Information), Box 3; |
| Parties | means the Contractor and the Authority, and Party shall be construed accordingly; |
| Plastic Packaging Components | shall have the same meaning as set out in Part 2 of the Finance Act 2021 together with any associated secondary legislation; |
| РРТ | means a tax called "plastic packaging tax" charged in accordance with Part 2 of the Finance Act 2021; |
| PPT Legislation | means the legislative provisions set out in Part 2 and Schedule 9-15 of the Finance Act 2021 together with any secondary legislation made under powers contained in Part 2 of the Finance Act 2021. This includes, but is not limited to, The Plastic Packaging Tax (Descriptions of Products) Regulations 2021 and The Plastic Packaging Tax (General) Regulations 2022; |
| Primary Packaging Quantity (PPQ) | means the quantity of an item of material to be contained in an individual package, which has been |

| | selected as being the most suitable for issue(s) to the ultimate user, as described in Def Stan 81- 041 (Part 1); |
|-------------------------------------|--|
| Publishable Performance Information | means any of the Information in Schedule 9 (KPI Data Report) as it relates to Key Performance Indicator where it is expressed as publishable in the table in Schedule 9 which shall not contain any Information which is exempt from disclosure which shall be determined by the Authority; and which shall not constitute Sensitive Information; |
| Recycled Timber | means recovered wood that prior to being supplied to the Authority had an end use as a standalone object or as part of a structure. Recycled Timber covers: |
| | a. pre-consumer reclaimed wood and wood fibre and industrial by-products; |
| | b. post-consumer reclaimed wood and wood fibre, and driftwood; |
| | c.reclaimed timber abandoned or confiscated at least ten years previously; |
| | it excludes sawmill co-products; |
| Safety Data Sheet | has the meaning as defined in the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) Regulations 2007 (as amended); |
| Schedule of Requirements | means Schedule 2 (Schedule of Requirements), which identifies, either directly or by reference, Contractor Deliverables to be provided, the quantities and dates involved and the price or pricing terms in relation to each Contractor Deliverable; |
| Sensitive Information | means the Information listed in the completed Schedule 5 (Contractor's Sensitive Information), which is Information notified by the Contractor to the Authority, which is acknowledged by the Authority as being sensitive, at the point at which the Contract is entered into or amended (as relevant) and remains sensitive information at the time of publication; |
| Short-Rotation Coppice | means a specific management regime whereby the poles of trees are cut every one to two years and which is aimed at producing biomass for energy. It |

| | is exempt from the UK Government timber procurement policy. For avoidance of doubt, Short- Rotation Coppice is not conventional coppice, which is subject to the timber policy; |
|----------------------------------|---|
| Specification | means the description of the Contractor Deliverables, including any specifications, drawings, samples and / or patterns, and shall include any document or item which, individually or collectively is referred to in Schedule 2 (Schedule of Requirements). The Specification forms part of the Contract and all Contractor Deliverables to be supplied by the Contractor under the Contract shall conform in all respects with the Specification; |
| STANAG4329 | means the publication NATO Standard Bar Code Symbologies which can be sourced at https://www.dstan.mod.uk/faqs.html; |
| Subcontractor | means any subcontractor engaged by the Contractor or by any other subcontractor of the Contractor at any level of subcontracting to provide Contractor Deliverables wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract and 'Subcontract' shall be interpreted accordingly; |
| Substance | means a chemical element and its compounds in the natural state or obtained by any manufacturing process, including any additive necessary to preserve its stability and any impurity deriving from the process used, but excluding any solvent which may be separated without affecting the stability of the substance or changing its composition; |
| Timber and Wood-Derived Products | means timber (including Recycled Timber and Virgin Timber but excluding Short-Rotation Coppice) and any products that contain wood or wood fibre derived from those timbers. Such products range from solid wood to those where the manufacturing processes obscure the wood element; |
| Transparency Information | means the content of this Contract in its entirety, including from time to time agreed changes to the Contract, except for (i) any Information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act 2000 (FOIA) or the Environmental Information |

Regulations 2004 (EIR), which shall be determined by the Authority, and (ii) any Sensitive Information;

Virgin Timber

means Timber and Wood-Derived Products that do not include Recycled Timber.

Where project specific DEFCONs are included under Condition 45 definitions shall be in accordance with DEFCON 501.

Additional Definitions of Contract iaw. Conditions 45 - 47 (Additional Conditions)

Schedule 2 – Schedule of Requirements for Contract No: 707280450

| Item Number | MOD Stock | Part No. (where applicable) | Specification | Delivery Date | Total | | Price (£) Ex VAT |
|-------------|------------------|-----------------------------------|---|-----------------------------------|-------|----------|---|
| | Reference No. | | | | Qty | Per Item | Total inc. Packaging (and Delivery if specified in Schedule 3 (Contract Data Sheet)) |
| 1 | | | Milestone 1 Place Order for Switchgear | 26 th April 2023 | 1 | | |
| 2 | | | Milestone 2 50% of Primary Route HV Cable laid (700m out of 1400m) | 1 st September 2023 | 1 | | |
| 3 | | | Milestone 3 Delivery of Switchgear | 2 nd October 2023 | 1 | | |
| 4 | | | Milestone 4 Physical Construction Works On-Site Complete | 27 th November 2023 | 1 | | |
| 5 | | | Milestone 5 Substation 1A Energised & Adopted by SSEN | 23 rd January 2024 | 1 | | |

| 6 | | 18 th March 2024 | 1 | | |
|---|--|--------------------------------|---|--|--|
| | | | | | |

Schedule 3 - Contract Data Sheet Contract Number: 707280450

General Conditions

Condition 2 – Duration of Contract:

The Contract expiry date shall be: 30th April 2024

Condition 3 – Governing Law:

Contract to be governed and construed in accordance with:

English Law

Solicitors or other persons based in England and Wales (or Scotland if Scots Law applies) irrevocably appointed for Contractors without a place of business in England (or Scotland, if Scots Law applies) in accordance with Clause 4.g (if applicable) are as follows:

Condition 4 – Authority's Representatives:

The Authority's Representatives for the Contract are as follows:

Commercial: Kate Doyle, Soma Mohacsi

Project Manager: Charlotte Rowe

Condition 5 – Notices:

Notices served under the Contract shall be sent to the following address:

Authority: DIO Delancey Building, Army HQ, Marlborough Lines, Andover SP11 8HJ

Contractor: Skanska Construction UK Ltd. 1 Hercules Way, Leavesden, Watford, WD25 7GS

Condition 6.a – Progress Meetings:

The Contractor shall be required to attend the following meetings:

The Substation 1a Contract will be a regular agenda item at the PRB Deepcut CDMA monthly PEGs and Commercial Meetings.

Condition 6.b – Progress Reports:

The Contractor is required to submit the following Reports:

Progress will be monitored via the Monthly Commercial Meetings

| Supply of Contractor Deliv | rerables |
|--|---|
| Condition 7 – Quality Assu | Jrance: |
| Is a Deliverable Qua No | ality Plan required for this Contract? |
| Other Quality Assurar Not applicable | nce Requirements: |
| Condition 8 – Certificate o | f Conformity: |
| Is a Certificate of Co No | onformity required for this Contract? |
| Condition 9.b – Delivery by | y the Contractor: |
| The following Line It | ems are to be Delivered by the Contractor: |
| Milestone 1 – | - (Place Order for Switchgear) |
| Milestone 2 – | · (50% of Primary Route HV Cable laid (700m out of 1400m)) |
| Milestone 3 - | – (Delivery of Switchgear) |
| Milestone 4 – | · (Physical Construction Works On-Site Complete) |
| Milestone 5 - | (Substation 1A Energised & Adopted by SSEN) |
| Milestone 6 - | RLC Officers Mess Substation Decommissioned and demolished) |
| Condition 10 – Rejection: | |
| The default time limi unless otherwise sp | it for rejection of the Contractor Deliverables is thirty (30) days ecified here: |

The time limit for rejection shall be 30 Business Days.

Pricing and Payment

Condition 11 – Contract Price:

All Schedule 2 line items shall be FIRM Price other than those stated below:

None to list

Clause 46.

refers

Termination

Condition 12 – Termination for Convenience:

The Notice period for terminating the Contract shall be twenty (20) days unless otherwise specified here:

The Notice period for termination shall be 20 Business Days

Other Addresses and Other Information (forms and publications addresses and official use information)

See Annex A to Schedule 3 (DEFFORM 111)

Schedule 4 – Contract Change Control Procedure (i.a.w. clause 6.d)

Contract No: 707280450

Authority Changes

- 1. The Authority shall be entitled to propose any change to the Contract (a " Change") or (subject to Clause 2) Changes in accordance with this Schedule 4.
- 2. Nothing in this Schedule shall operate to prevent the Authority from specifying more than one Change in any single proposal, provided that such changes are related to the same or similar matter or matters.

Notice of Change

- 3. If the Authority wishes to propose a Change or Changes, it shall serve a written notice (an "Authority Notice of Change") on the Contractor.
- 4. The Authority Notice of Change shall set out the Change(s) proposed by the Authority in sufficient detail to enable the Contractor to provide a written proposal (a "Contractor Change Proposal") in accordance with clauses 7 to 9 (inclusive).
- 5. The Contractor may only refuse to implement a Change or Changes proposed by the Authority, if such change(s):
- a. would, if implemented, require the Contractor to deliver any Contractor Deliverables under the Contract in a manner that infringes any applicable law relevant to such delivery; and/or
- b. would, if implemented, cause any existing consent obtained by or on behalf of the Contractor in connection with their obligations under the Contract to be revoked (or would require a new necessary consent to be obtained to implement the Change(s) which, after using reasonable efforts, the Contractor has been unable to obtain or procure and reasonably believes it will be unable to obtain or procure using reasonable efforts); and/or
- c. would, if implemented, materially change the nature and scope of the requirement (including its risk profile) under the Contract;

and:

- d. the Contractor notifies the Authority within 10 (ten) Business Days (or such longer period as shall have been agreed in writing by the parties) after the date of the Authority Notice of Change that the relevant proposed Change or Changes is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c providing written evidence for the Contractor's reasoning on the matter; and
- e. further to such notification:
- (1) either the Authority notifies the Contractor in writing that the Authority agrees, or (where the Authority (acting reasonably) notifies the Contractor that the Authority disputes the Contractor's notice under Clause 5.d) it is determined in accordance with Condition 40 (Dispute Resolution), that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c; and
- (2) (where the Authority either agrees or it is so determined that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c) the Authority fails to make sufficient adjustments to the relevant Authority Notice of Change (and issue a revised Authority Notice of Change) to remove the Contractor's grounds for refusing to implement the relevant Change under Clauses 5.a, 5.b and/or

5.c within 10 (ten) Business Days (or such longer period as shall have been agreed in writing by the parties) after:

i) the date on which the Authority notifies in writing the Contractor that the Authority agrees that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c); or

ii) the date of such determination.

6. The Contractor shall at all times act reasonably, and shall not seek to raise unreasonable objections, in respect of any such adjustment.

Contractor Change Proposal

7. As soon as practicable, and in any event within:

- a. (where the Contractor has not notified the Authority that the relevant Change or Changes is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c in accordance with Clause 5) fifteen (15) Business Days (or such other period as the Parties agree (acting reasonably) having regard to the nature of the Change(s)) after the date on which the Contract shall have received the Authority Notice of Change; or
- b. (where the Contractor has notified the Authority that the relevant Change or Changes is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c in accordance with Clause 5 and:

(1) the Authority has agreed with the Contractor's conclusion so notified or it is determined under Condition 40 (Dispute Resolution) that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c and the Authority has made sufficient adjustments to the relevant Authority Notice of Change (and issued a revised Authority Notice of Change(s)) to remove the Contractor's grounds for refusing to implement the relevant Change(s) under Clauses 5.a, 5.b and/or 5.c) fifteen (15) Business Days (or such other period as the parties shall have agreed (both parties acting reasonably) having regard to the nature of the Change(s)) after the date on which the Contractor shall have received such revised Authority Notice of Change; or

(2) the Authority has disputed such conclusion and it has been determined in accordance with Condition 40 (Dispute Resolution) that the relevant Change(s) is/are not a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c) fifteen (15) Business Days (or such other period as the parties shall have agreed (both parties acting reasonably) having regard to the nature of the Change(s)) after the date of such determination,

the Contractor shall deliver to the Authority a Contractor Change Proposal. For the avoidance of doubt, the Contractor shall not be obliged to deliver to the Authority a Contractor Change Proposal where the Contractor notifies the Authority, and the Authority agrees or it is determined further to such notification in accordance with Clause 5, that the relevant Change or Changes is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c.

- 8. The Contractor Change Proposal shall comprise in respect of each and all Change(s) proposed:
 - a. the effect of the Change(s) on the Contractor's obligations under the Contract;
 - b. a detailed breakdown of any costs which result from the Change(s);
 - c. the programme for implementing the Change(s);
 - d. any amendment required to this Contract as a result of the Change(s), including, where appropriate, to the Contract Price; and
 - . such other information as the Authority may reasonably require.
- 9. The price for any Change(s) shall be based on the prices (including rates) already agreed for the Contract and shall include, without double recovery, only such charges that are fairly and properly attributable to the Change(s).

Contractor Change Proposal – Process and Implementation

- 10. As soon as practicable after the Authority receives a Contractor Change Proposal, the Authority shall:
- a. evaluate the Contractor Change Proposal; and

b. where necessary, discuss with the Contractor any issues arising (and (in relation to a Change(s) proposed by the Authority) following such discussions the Authority may modify the Authority Notice of Change) and the Contractor shall as soon as practicable, and in any event not more than ten (10) Business Days (or such other period as the Parties shall have agreed in writing) after receipt of such modification, submit an amended Contractor Change Proposal.

11. As soon as practicable after the Authority has evaluated the Contractor Change Proposal (amended as necessary) the Authority shall:

a. either indicate its acceptance of the Change Proposal by issuing a DEFFORM10B in accordance with Condition 6 (Formal Amendments to the Contract), whereupon the Contractor shall promptly sign and return to the Authority the Contractor's DEFFORM 10B indicating their unqualified acceptance of such amendment in accordance with, and otherwise discharge their obligations under, such Condition and implement the relevant Change(s) in accordance with such proposal; or

b. serve Notice on the Contractor rejecting the Contractor Change Proposal and withdrawing (where issued in relation to a Change or Changes proposed by the Authority) the Authority Notice of Change (in which case such notice of change shall have no further effect).

- 12. If the Authority rejects the Contractor Change Proposal, it shall not be obliged to give its reasons for such rejection.
- 13. The Authority shall not be liable to the Contractor for any additional work undertaken or expense incurred in connection with the implementation of any Change(s), unless a Contractor Change Proposal has been accepted by the Authority in accordance with Clause 11a. and then subject only to the terms of the Contractor Change proposal so accepted.

Contractor Changes

14. If the Contractor wishes to propose a Change or Change(s), they shall serve a Contractor Change Proposal on the Authority. Such proposal shall be prepared and reviewed in accordance with and otherwise be subject to the provisions of Clauses 8 to 13 (inclusive).

Schedule 5 – Contractor's Sensitive Information (i.a.w. Condition 12) Contract No: 707280450

| Contract No: 707280450 | | | | | |
|---|--|--|--|--|--|
| Description of Contractor's Sensitive Information: N/A | | | | | |
| Cross Reference(s) to location of Sensitive Information: N/a | | | | | |
| Explanation of Sensitivity: N/a | | | | | |
| Details of potential harm resulting from disclosure: N/a | | | | | |
| Period of Confidence (if applicable): N/a | | | | | |
| Contact Details for Transparency / Freedom of Information matters: Name: Paul Bamfield | | | | | |
| Position: Commercial Director - Projects | | | | | |
| Address: 51 Moorgate, London Ec2R 6LL | | | | | |
| Telephone Number: 07771813016 | | | | | |
| Email Address: <u>paul.bamfield@skanska.co.uk</u> | | | | | |

Schedule 6 – Hazardous Substances, Mixtures and Articles in Contractor Deliverables Supplied under the Contract (i.a.w. Condition 24): Data Requirements Contract No: 707280450

PLEASE NOTE: SCHEDULE (SCHEDULE 6) IS NOT APPLICABLE

Hazardous and Non-Hazardous Substances, Mixtures or Articles Statement by the Contractor

Contract No:

Contract Title:

Contractor: Date of Contract: * To the best of our knowledge there are no hazardous Substances. Mixtures or Articles in the Contractor Deliverables to be supplied. ; or * To the best of our knowledge the hazards associated with Substances, Mixtures or Articles in the Contractor Deliverables to be supplied under the Contract are identified in the Safety Data Sheets or UK REACH Communication attached in accordance with Condition 24. Contractor's Signature: Name: Job Title: Date: * check box () as appropriate To be completed by the Authority Domestic Management Code (DMC): NATO Stock Number: Contact Name: Contact Phone Number: Contact Address: Copy to be forwarded to: Hazardous Stores Information System (HSIS) Spruce 2C, #1260 MOD Abbey Wood (South) Bristol BS34 8JH Email: DESEngSfty-QSEPSEP-HSISMulti@mod.gov.uk

Schedule 7 – Timber and Wood- Derived Products Supplied under the Contract: Data Requirements for Contract No: 707280450

PLEASE NOTE: SCHEDULE (SCHEDULE 7) IS NOT APPLICABLE

The following information is provided in respect of Condition 25 (Timber and Wood-Derived Products):

| Schedule of Requirements item and timber product type | Volume of timber Delivered to the Authority with FSC, PEFC or equivalent ovidence | Volume of timber Delivered to the Authority with other evidence | Volume (as Delivered to the Authority) of timber without evidence of compliance with Government Timber Procurement Policy | Total volume of timber Delivered to the Authority under the Contract |
|---|--|--|---|---|
| | | | | |

Schedule 8 – Acceptance Procedure (i.a.w. Condition 29) Contract No: 707280450

No specified acceptance procedure is taking place in relation to the Deepcut Substation 1A contract.

Schedule 9 – KPI's

Contract No: 707280450

Please refer to the attached Annex G – Substation $1a_KPI's.xlsx$

Schedule 10 – Notification of Intellectual Property Rights (IPR) Restrictions for Contract No. PART A – Notification of IPR Restrictions Contract No: 707280450

| 1. 17 | T / Contract | | | |
|---------|--------------------------|--------------------------------------|----------------------------|-------------------------------|
| | | | | |
| 0. | 0. | 1. | 2. | 3. |
| ID # | Unique Technical Data | Unique Article(s)* Identification | Statement | Ownership of the Intellectual |
| | Reference | Number / Label | Describing IPR Restriction | Property Rights |
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |

PART B – System / Product Breakdown Structure (PBS)

The Contractor should insert their PBS here. For Software, please provide a Modular Breakdown Structure.

NOT APPLICABLE

Schedule 11 – Statement of Requirement + Appendix 1 Skanska Proposal Rev 5 Contract No: 707280450

Please refer to the attached form Annex B – Statement of Requirement – Substation 1a.V1.pdf Please refer to the attached Appendix 1 – Skanska Proposal Rev 5

Schedule 12 – Pre-Agreed Variations (Provisional Sum) Contract No: 707280450

| ITEM | DESCRIPTION | QUANTITY | RATE | £ TOTAL | COMMENTS |
|--------------|---|----------|------|----------------|---|
| 43.1.1 | Following soil resistivity test result to confirm the sizing of the earthing mat required - Allow to install a non-standard earthing mat over and above the standard minimum compliance requirement. | 1 | | | Exact sizing not able to be confirmed until testing is carried out and size verified by detailed design & approved by SSEN. Has been required on other locations on site. Earthing mat will increase in size depending on level of earthing achieved |
| 43.1.2 | Carry out physical works to disconnect 2no existing sub- stations and reinstate HV circuit loop after Menorca Road substation removal | 1 | | | Decommissioning of existing sub-stations and making safe for disconnection by MoD/Vinci. |
| 43.1.2. 7 | Making good / landscaping & planting / grass crete to island outside of redline boundary | 1 | | | Works still to be designed |
| | TOTAL | | | | |

Only the actual costs for the above provisional items are to be invoiced up to the maximum total as stated above.

Schedule 13 – Pricing Document Rev 4 Contract No: 707280450

Please refer to the attached Annex G 'Sub 1A Pricing Document - Rev4.pdf'

Annex G's content has been redacted due to Commercially Sensitive information

Schedule 14 – Milestone Payment Rev 2 Contract No: 707280450

Please refer to the attached Annex H 'Sub 1a Milestone Payment Schedule Rev2.pdf

Annex H's content has been redacted due to Commercially Sensitive information.

Schedule 15 – Risk Register Contract Number: 707280450

Please refer to the attached 'Annex I Substation 1a_Risk Register.xlsx'

Part of Annex I's content has been redacted due to Commercially Sensitive information.

Schedule 3 – DEFFORM 111 – Annex A Contract Number: 707280450

Please refer to the attached 'Schedule 3 Annex A DEFFORM 111.doc'