



Ministry
of Defence

REDACTED

Army Commercial,
Ramillies Building,
Marlborough Lines,
Monxton Road,
Andover,
Hampshire, SP11 8HJ

Tel: **REDACTED**
Email: **REDACTED**

BMF Human
Performance Limited,
Grosvenor Arch,
Battersea,
London
SW11 8AB

Your Reference:

Our Reference:

708883450

Date:

FAO **REDACTED**

9th August 2023

Dear **REDACTED**,

Offer Of Contract 708883450 for the Provision of 16X Human Performance

As you are aware, the Authority intends to enter into the above contract with you.

Please sign and return the enclosed final version of the Purchase Order within 10 working days of the date of this letter to acknowledge your acceptance of the Terms and Conditions.

Please note that no Contract will come into force until both parties have signed it. The Authority will countersign the Contract and return a copy of the same to you.

Payment will be made in accordance with the attached Terms and Conditions. If your company has not already provided its banking details to the Defence Business Services (DBS) Finance Branch, please complete the Form CX723, which is available from the Gov.uk (<https://www.gov.uk/government/publications/dbs-finance-payments-nominate-a-bank-form>) and forward to DBS Finance, Walker House, Exchange Flags, Liverpool, L2 3YL.

The Authority may publish notification of the Contract and shall publish Contract documents under the FOI Act except where publishing such information would hinder law enforcement; would otherwise be contrary to the public interest; would prejudice the legitimate commercial interest of any person or might prejudice fair competition in the supply chain.

If you wish to make a similar announcement you must seek approval from the named Commercial Officer.

To aid the Authority with obligations placed on it by HM Treasury regarding International Financial Reporting Standard (IFRS) 16, please advise in writing to **REDACTED** whether or not there are any assets (which are Contractor-owned or the Contractor has leased that are being used through the Contract) for which the Authority has a right-of-use explicitly or implicitly present within the Contract. Where you identify such assets, please provide a full list in writing, including their location and the extent of the right-of-use by the Authority. The lease term will be assumed to be the duration of the Contract (from start and end dates); if the asset is not available for use for the Contract duration, please provide start and end dates of when the asset is available for use. Please refer to the HM Treasury IFRS 16

Leases Application Guidance for further information. You will not be required to provide this for any associated asset under the Contract which is valued, when new, at less than £25,000 (subject to it not being defined as a peppercorn lease). [Remove this condition if the total contract value is less than £25,000]

Under no circumstances should you confirm to any third party that you are entering into a legally binding contract for Provision of 16X Human Performance prior to both parties signing the Terms and Conditions, or ahead of the Authority's announcement of the Contract award.

Yours sincerely,

Signature	<i>Signed Electronically</i>
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For and on behalf of the Secretary of State for Defence

Name and Title	REDACTED , Army Commercial – Field Army Commercial Team Leader
Date	9 th August 2023

We acknowledge and confirm our agreement to the terms of this letter of which this is a copy.

For and on behalf of the Company Name – BMF Human Performance Limited

Name, Title and Company Position	REDACTED , BM Human Performance
Signature	<i>Signed Electronically</i>
Date	14 th August