



Home Office

Dated 18 November 2024

THE SECRETARY OF STATE FOR THE HOME DEPARTMENT

BERTHON BOAT COMPANY LIMITED

SHIP REPAIR CONTRACT

CPV – SHIPS LIFE EXTENSION PROGRAMME

project_652

This **SHIP REPAIR CONTRACT** is dated 18 November 2024

BETWEEN

- (1) **THE SECRETARY OF STATE FOR THE HOME DEPARTMENT (acting through Border Force)** acting as part of the Crown, of 2 Marsham Street, London SW1P 4DF ("**Owners**");
- and
- (2) **BERTHON BOAT COMPANY LIMITED** a company incorporated in England & Wales with company number 00011785 and having its registered office at The Shipyard, Bath Road, Lymington, Hampshire, England, SO41 3YL ("**Contractors**").
- together, the "**Parties**" and each a "**Party**"

FORM OF AGREEMENT

BACKGROUND

- (A) The Owners are the registered owner of a fleet of Coastal Patrol Vessels ("**CPVs**") each further described in Clause 3 below (together, the "**Vessels**").
- (B) The Contractors are a shipyard that has been awarded this ship repair contract for the repair, refurbishment and life extension works for the Vessels, known as the Border Force CPV 'Ship Life Extension Programme' (the "**Programme**") being the subject matter of the Owners' published Find a Tender reference 2024/S 000-013971 dated 1 May 2024 (the "**ITT**") and the Contractors' response to tender dated 20 August 2024 (the "**Tender Bid**").
- (C) The Owners have agreed to appoint the Contractors to undertake the Programme works, subject always to the terms of this Contract.

IT IS AGREED as follows:

1 STRUCTURE AND PRECEDENCE

- 1.1 The following documents (together referred to as the "**Contract**") shall be read as one and the same agreement between the Parties:

This Form of Agreement

Part I "REPAIRCON 2018" Standard Ship Repair Contract, Box Terms

Part II "REPAIRCON 2018" Standard Ship Repair Contract, General Conditions,

Part III Additional Clauses

Part IV *Technical Annexes*:

Annex A (Scope of Work)

Annex B (Work Variation Form)

Annex C (Lumpsum Prices and Tariff Rates)

Part V Mandatory Government Annexes:

Annex D (Contract Price and Payment)

Annex E (Sustainability)

Annex F (Insurance)

Annex G (Contractors' staff)

Annex H (Transparency Reports)

- 1.2 In the event of any conflict or inconsistency or ambiguity arising between the provisions of the documents together comprising the Contract, precedence shall be established in the order in which they are listed in Clause 1.1 above.
- 1.3 The recitals (A) – (C) above and the defined terms used there shall apply to the Contract as if repeated in the main body of the document. Capitalised defined terms used in any part of this Contract shall, unless the contrary intention appears, be applicable throughout this Contract.

2 THE VESSELS

- 2.1 The Vessels which are the subject of this Contract are as follows:

Vessel no.	Vessel Name	Flag	IMO No.	When Built	Where Built
1	ALERT	UK	9335604	2005	Stockport
2	SPEEDWELL	UK	9335551	2005	Stockport
3	HUNTER	UK	9335563	2005	Stockport
4	NIMROD	UK	9335587	2005	Stockport
5	ACTIVE	UK	9335516	2005	Stockport
6	EAGLE	UK	9335575	2005	Stockport

- 2.2 The Owners reserve the right to add, or to remove, one or more vessels to or from the Scope of Work to be provided by the Contractors; and to add to or remove from the Scope of Work (by way of Additional Works and/or Reductions) for any one or more of the Vessels in accordance with Clause 2(a) of Part II in its sole discretion, upon reasonable advance notice given to the Contractors in writing. No minimum quantity of work is guaranteed for any Vessel.

3 INTENTION AND PURPOSE

- 3.1 The purpose of this Contract is to create a framework agreement in terms of which the Contractors shall perform life extension works to each Vessel, each as distinct projects.
- 3.2 The project to be undertaken for each Vessel – nos.1, 2, 3, 4, 5 and 6 as shown above – shall be as described in Annex A (Scope of Work) as applicable to each of them.

4 COLLABORATIVE WORKING PRINCIPLES

- 4.1 The Contractors must co-operate and provide reasonable assistance to the Owners and to any third party notified to the Contractors by the Owners from time to time and act at all times in accordance with the following principles:
- (a) proactively leading on, mitigating and contributing to the resolution of problems or issues irrespective of its contractual obligations, acting in accordance with the principle of "fix first, settle later";
 - (b) being open, transparent and responsive in sharing relevant and accurate information with third parties;
 - (c) where reasonable, adopting common working practices, terminology, standards and technology and a collaborative approach to service development and resourcing with third parties;
 - (d) providing reasonable cooperation, support, information and assistance to third parties in a proactive, transparent and open way and in a spirit of trust and mutual confidence; and
 - (e) identifying, implementing and capitalising on opportunities to improve deliverables and deliver better solutions and performance throughout the relationship lifecycle.

5 CHANGE IN LAW

- 5.1 If there is a General Change in Law, the Contractors must bear the risk of the change and is not entitled to ask for an increase to the Charges.
- 5.2 If there is a Specific Change in Law or one is likely to happen during this Contract period the Contractors must give the Owners notice of the likely effects of the changes as soon as reasonably practicable. The Contractors must also give notice if any Variation is needed either to the Scope of Work, the Charges or this Contract and provide evidence:
- (a) that the Contractors have kept costs as low as possible, including in Subcontractor costs; and
 - (b) of how it has affected the Contractors' costs.
- 5.3 Any change in the Charges or relief from the Contractors' obligations because of a Specific Change in Law must be implemented in accordance with Annex D (Contract Price and Payment).

IN WITNESS WHEREOF this Contract is duly executed by the Parties as follows:

For THE SECRETARY OF STATE FOR THE HOME DEPARTMENT

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full nam

For BERTHON BOAT COMPANY LIMITED

[REDACTED]

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full name of above (print)

