

Dated 13th September 2024

THE SECRETARY OF STATE FOR THE HOME DEPARTMENT

SOUTHAMPTON MARINE SERVICES LIMITED

SHIP REPAIR CONTRACT

HM CUTTERS - SHIP LIFE EXTENSION PROGRAMME

PROJECT_651

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 ("**Owner**");
- and
- (2) **SOUTHAMPTON MARINE SERVICES LIMITED** a company incorporated in England & Wales with company number 10111491 and having its registered office at Kintyre House, 70 High Street, Fareham, Hampshire, United Kingdom, PO16 7BB ("**Contractor**").
- together, the "**Parties**" and each a "**Party**"

FORM OF AGREEMENT

BACKGROUND

- (A) The Owner is the registered owner of a fleet of three Damen 4207 Class Cutters each further described in Clause 3 below (together, the "**Vessels**").
- (B) The Contractor is 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 'Ships Life Extension Programme' (the "**Programme**") being the subject matter of the Owner's published Find a Tender reference 2024/S 000-008910 "Project_651" dated 19 March 2024 (the "**ITT**") and the Contractor's response to tender dated 30 April 2024 (the "**Tender Bid**").
- (C) The Owner has agreed to appoint the Contractor 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 (Contractor 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 three Vessels which are the subject of this Contract are as follows:

Vessel Name	Flag	IMO No.	When Built	Where Built
HMC SEARCHER	UK	9234800	2002	Gorinchem, Netherlands
HMC SEEKER	UK	9234795	2001	Gorinchem, Netherlands
HMC VIGILANT	UK	9276353	2003	Gorinchem, Netherlands

- 2.2 The Owner reserves the right to add, or to remove, one or more vessels to or from the Scope of Work to be provided by the Contractor; 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 Contractor 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 Contractor shall perform life extension works to each Vessel, each as distinct projects.
- 3.2 The project to be undertaken for each Vessel 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 Contractor must co-operate and provide reasonable assistance to the Owner and to any third party notified to the Contractor by the Owner 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 Contractor 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 Contractor must give the Owner notice of the likely effects of the changes as soon as reasonably practicable. The Contractor 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 Contractor has kept costs as low as possible, including in Subcontractor costs; and
 - (b) of how it has affected the Contractor's costs.
- 5.3 Any change in the Charges or relief from the Contractor's 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



authorised signatory



full name of above (print)

For ~~SOUTHLAND~~ ON MARINE SERVICES LIMITED

[Redacted signature]

signature of director

[Redacted name]

name of above (print)