



Ministry of Defence

Secretariat
Defence Infrastructure Organisation
Kingston Road
Sutton Coldfield
B75 7RL

E-mail: diosec-parli@mod.gov.uk
www.gov.uk/DIO

17 August 2018

Ref. FOI 2018/09759

Dear [REDACTED],

Thank you for your email of 19 July 2018 requesting the following information:

"I do not believe Hestia has been implemented yet in Marne Barracks, and in that case would wish for the DIO-ARAMARK contract covering Marne Barracks, and if that is a sub-sect of the Catterick Garrison contract then I would like to receive that contract. Specifically the contractors' obligations under that contract.

If Hestia has been implemented then an electronic copy of Booklets 1 & 2 would suffice.

To clarify, and avoid being characterised as "Vexatious" I would like to state I intend to review the documents- and that there is no requirement for your department to review the contracts, merely pass them on. I believe this satisfies the requirements under section 17 (1) of the Act as well as 1 (1) – unless you have further reservations in which case please let me know."

I am treating your correspondence as a request for information under the Freedom of Information Act 2000 (FOIA).

A search for the information has now been completed within the Ministry of Defence (MOD) and I can confirm that all the information in scope of your request is held.

The information you have requested can be found enclosed at annex 1-14, but some of the information falls entirely within the scope of the absolute exemptions provided for at Sections 40 (Personal Data) and qualified exemptions provided for at sections 43 (commercial interests) of the FOIA and has been withheld.

Section 40(2) has been applied to some of the information in order to protect personal information as governed by the Data Protection Act 2018. Section 40 is an absolute exemption and there is therefore no requirement to consider the public interest in making a decision to withhold the information.

Section 43 is a qualified exemption and is subject to public interest testing which means that the information requested can only be withheld if the public interest in doing so outweighs the public interest in disclosure.

Section 43 has been applied because to release the information would adversely affect commercial relations with third parties. I have considered it necessary to apply the higher level of prejudice against release of the exempted information at the higher level of "would" rather than "would be likely to". The balance of the public interest test concluded that whilst release would increase public confidence in openness, transparency and a further understanding of government processes in decision making, the balance of the public interest lay in withholding the information.

If you have any queries regarding the content of this letter, please contact this office in the first instance.

If you wish to complain about the handling of your request, or the content of this response, you can request an independent internal review by contacting the Information Rights Compliance team, Ground Floor, MOD Main Building, Whitehall, SW1A 2HB (e-mail CIO-FOI-IR@mod.gov.uk). Please note that any request for an internal review should be made in writing within 40 working days of the date of this response.

If you remain dissatisfied following an internal review, you may raise your complaint directly to the Information Commissioner under the provisions of Section 50 of the Freedom of Information Act. Please note that the Information Commissioner will not normally investigate your case until the MOD internal review process has been completed. The Information Commissioner can be contacted at: Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF. Further details of the role and powers of the Information Commissioner can be found on the Commissioner's website at <https://ico.org.uk/>.

Yours sincerely,

DIO Secretariat

Annex A

Defined Terms

In this Contract, terms defined in the Contract Data are in italics and defined terms set out in this Annex A (*Defined Terms*) have capital initials.

Accepted Plan means plans for the *service* set out in Booklet 5 (*Accepted Plan*), as amended or substituted from time to time in accordance with the Change Management Process.

Administrative Change has the meaning given in Paragraph 7.4 of Annex B (*Change Management Process*) to this Booklet 1 (*Conditions of Contract*).

ADR has the meaning given in Clause 95.1 (*Dispute Resolution*).

Admission Agreement has the meaning given in Paragraph 1 of Annex I (*Pension Matters*).

Affected Party has the meaning given in Clause 80A.1 (*Force Majeure Events*).

Airside Feeder means a catering facility which provides meals, as required, for aircrew, ground crew and supporting operational staff.

Annual Provision of Meals Baseline means the annual number of meals provided at the relevant Mess as set out in the table at Annex B (*Annual Provision of Meals Baseline*) to Booklet 2 (*Pricing Information*), as may be amended pursuant to Clause 4.7 of Booklet 2 (*Pricing Information*).

Approved Funds means service funds authorised by the *Employer* which do not promote military efficiency and therefore do not have charitable status, for example, hobby clubs with majority civilian membership operating in an Establishment.

Area Custodian has the meaning given in JSP 375, part 2, vol 1, chapter 34, paras 34.2.8 to 34.10 and annex B.

Armed Forces' Pay Review Body or **AFPRB** means the advisory non-departmental public body of the *Employer* which provides independent advice to the Prime Minister and the Secretary of State on the pay and charges for members of the Naval, Military and Air Forces of the Crown.

Articles-in-Use or **AinU** means materiel that is required to be held, in use, by an individual, sub-department or organisation to enable them to carry out a particular task or purpose. The *Employer's* policy and methodology in relation to AinU is set out in JSP 886, vol 4, part 8.

Associated Services means the services set out in rows 21, 22, 23 and 25 of Module R and, to the extent it refers to the transit accommodation cleaning service, row 17.5 of Module R, each in Booklet 3 (*Service Information*) and the supporting annexes, appendices and service standards, which are to be provided by the *Contractor* in accordance with the terms of this Contract.

Authorised Demand means a requisition for *Employer* procured stores items which satisfies the criteria set out in JSP 886; vol 3, part 15, ch 3, para 2.

Background IPR means any IPR not created, or developed by or on behalf of the *Contractor* under or for the purpose of this Contract.

Booklet 2, 3, 4 or 5 means the relevant booklet marked as such and annexed to this Booklet 1 (*Conditions of Contract*).

BS11000 means the BS11000 Collaborative Business Relationship standard published by the British Standards Institution, as updated from time to time.

Capital Expenditure means any expenditure which falls to be treated as capital expenditure in accordance with generally accepted accounting practices in the United Kingdom from time to time.

Catered Mess Meal means any Core Meal or retail food offer served within the military 3 Mess system, including Airside Feeders, or as part of dispersed feeding as set out in Booklet 4 (*Employer Supplied Information*).

Catering Entitled Personnel means:

- (a) personnel entitled to the Core Meal in accordance with JSP 456, vol 4, chapter 6, para 602; and
- (b) personnel entitled to be fed at Crown Expense through the Defence Food Vote in accordance with JSP 456, vol 4, chapter 2, paras 0204 to 0207.

Catering, Retail and Leisure Services or CRL Services means the services to be provided by the *Contractor* pursuant to Module P of Booklet 3 (*Service Information*).

Catering Services means the catering services set out in rows 5 to 11 of Module P in Booklet 3 (*Service Information*) and the supporting annexes, appendices and service standards, which are to be provided by the *Contractor* in accordance with the terms of this Contract.

Central Waste Location means a central waste collection point at an Establishment as set out in Booklet 4 (*Employer Supplied Information*).

Central Waste Register or CWR means the portfolio of documentation maintained by the *Contractor* in accordance with row 28.5 of Booklet 3 (*Service Information*).

Change means any change to the *service* including any omission from the *service* or additional services or to the manner in which the *service* is to be carried out and/or any other change to this Contract.

Change Authorisation means a document in the form set out in Appendix C of Annex B (*Change Management Process*) to this Booklet 1 (*Conditions of Contract*) which complies with the requirements for such document set out in that Annex.

Change Impact Assessment means a document in the form set out in Appendix B of Annex B (*Change Management Process*) to this Booklet 1 (*Conditions of Contract*) which complies with the requirements for such document set out that Annex.

Change in Law means the coming into effect after the date of this Contract of a Law other than any applicable statute or proclamation or any delegated or subordinate legislation which on this date of this Contract has been published:

- (a) in a draft bill as part of a Government Department Consultation Paper;
- (b) in a bill;
- (c) in a draft statutory instrument; or
- (d) as a proposal in the Official Journal of the European Union.

Change Management Index has the meaning given in Paragraph 9.1 of Annex B (*Change Management Process*) to this Booklet 1 (*Conditions of Contract*).

Change Management Process means the process set out in Annex B (*Change Management Process*) to this Booklet 1 (*Conditions of Contract*).

Change of Control means a change in Control of the *Contractor* and/or the *Guarantor*.

Change Request means a document in the form set out in Appendix A of Annex B (*Change Management Process*) to this Booklet 1 (*Conditions of Contract*) which complies with the requirements for such document set out in that Annex.

Chartered Institution of Wastes Management or **CIWM** means the professional body which represents waste and resource professionals working in the sustainable waste and resource management sectors.

Cleaning Services means the cleaning and Domestic Assistance services set out in rows 17 to 20 (except row 17.5 to the extent it refers to the transit cleaning accommodation service) and row 24 of Module R in Booklet 3 (*Service Information*) and the supporting annexes, appendices and service standards, which are to be provided by the *Contractor* in accordance with the terms of this Contract.

Closed Loop means the secure document destruction and paper waste management service set out in Annex K (*Closed Loop Solution*) to Booklet 3 (*Service Information*).

Commercial Work means any work undertaken by the *Contractor* for a third party involving the use of Employer Assets, other than the *service* provided to the *Employer* under this Contract.

Commercially Sensitive Information means the information listed in Annex C (*Contractor Commercially Sensitive Information*) to this Booklet 1 (*Conditions of Contract*) being information notified by the *Contractor* to the *Employer* which is acknowledged by the *Employer* as being commercially sensitive information.

Communication has the meaning given in Clause 13.1 (*Communications*).

Compensation Events means those events specified as such in Clause 60.1 (*Compensation Events*) and **Compensation Event** means any one of such events.

Confidential Information means:

(a) any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which would or would be likely to prejudice the commercial interests of any person, trade secrets, IPR, know-how of either Party and all Personal Data;

(b) the Commercially Sensitive Information,

save for (in each case) any information:

(i) which was public knowledge at the time of disclosure (otherwise than by breach of Clause 13B (*Disclosure of Information*));

(ii) which was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;

(iii) which is received from a third party (who lawfully acquired it) without restriction as to its disclosure; or

(iv) is independently developed without access to the Confidential Information.

Contract means the documents referred to in paragraph 3 of the Form of Agreement (including any schedules, annexes or appendices thereto).

Contract Data means the information entitled contract data included at the end of this Booklet 1 (*Conditions of Contract*).

Contract Date means the date of this Contract as set out in the Form of Agreement.

Contract Period means the period commencing on the Contract Date and ending on the expiry or earlier termination of this Contract.

Contract Records means all records, agreements, specifications, drawings, manufacturing data, information and documents that are produced in connection with the *service*, including the Financial Records.

Contract Supervising Officer or **CSO** means, at each Establishment, the *Employer* representative responsible to the Head of Establishment for the day to day interaction with the *Contractor* at Establishment level.

Contract Year means the period of 12 (twelve) months commencing on the In Service Date and each anniversary thereof.

Contractor Related Party means the Personnel, Sub-Contractors and any Core Catering Manpower to the extent that such manpower is acting under the instruction, management or control of the *Contractor*.

Control means the power of a person to secure that the affairs of the relevant entity 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, that entity; or

- (b) by virtue of any power conferred by the constitutional or corporate documents, or any other document, regulating that entity.

Core Catering Manpower or **CCM** means the military catering personnel established to meet certain operational requirements of the *Employer*.

Core Meal means each of the three meals (breakfast, lunch and dinner) per day to be provided in accordance with the *Employer's* minimum specifications set out in JSP 456 DCM part 2, vol 4, chapter 1, para 105 principles and chapter 6 standards.

Crown means the government of the United Kingdom (including the Northern Ireland Executive Committee and the Northern Ireland Departments, the Scottish Executive and the National Assembly for Wales), including government ministers, government departments, government and particular bodies and government agencies.

Crown Expense means where the item in question is provided to the End User at no cost and is paid for by the *Employer* via a charge to the Defence Food Vote.

Crown Feeders means those *Employer* personnel entitled to be fed at Crown Expense via a charge to the Defence Food Vote.

Daily Food Charge or **DFC** means the monetary figure paid by Catering Entitled Personnel for food as set annually by the AFPRB.

Data Subject means an individual who is the subject of Personal Data.

Defect means:

- (a) a part of the *service* which is not provided in accordance with this Contract or the Service Information; or
- (b) a part of the *service* which is not in accordance with the applicable Law or the Accepted Plan; or
- (c) a part of the *service* the design of which is the responsibility of the *Contractor*, if that design has not been prepared in accordance with the standard required by this Contract.

Defence Community means all those personnel living and/or working on the Establishments, including:

- (a) service families and their dependants;
- (b) all civilian workers; and
- (c) visitors of all categories.

Defence Food Quality Standards or **DFQS** means the standards required by Law or by the *Employer's* policies in relation to food quality (formally known as MOD Food Input Standards).

Defence Internal Audit or **DIA** means the *Employer's* internal audit organisation.

Discrepancies means a disparity between the quantity or condition of stores physically received compared to that recorded on the relevant paperwork.

Disposables means the disposable non-food items used in the delivery of food products, including paper bags, cling-film, plastic knives, forks and spoons.

Disposal Services Authority or **DSA** means the *Employer* organisation which leads on disposal services for the public sector.

Disputed Amount has the meaning given in Clause 51.3 (*Payment Under P2P*).

Domestic Assistance or **DA** means the support provided to entitled personnel at their home in accordance with chapter 1 of JSP 915 which may include cleaning, catering (waiting & chef), house management and stewards, uniform maintenance and preparation.

Domestic Assistance Location means a location at which the *Contractor* is required to provide Domestic Assistance, as set out in Booklet 4 (*Employer Supplied Information*).

DOTAS means the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to:

- (a) tell HM Revenue & Customs of any specified notifiable arrangements or proposals; and
- (b) provide prescribed information on those arrangements or proposals within set time limits as:
 - (i) contained in part 7 of the Finance Act 2004 and in secondary legislation made under powers contained in part 7 of the Finance Act 2004; and
 - (ii) extended to National Insurance Contributions by the National Insurance Contributions (Application of part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868 made under s.132A Social Security Administration Act 1992.

DPA means the Data Protection Act 1998.

Due Diligence Information has the meaning given in Clause 20.6.3 (*Providing the Service*) of this Booklet 1 (*Conditions of Contract*).

Electronic Point of Sale or **EPOS** means self-contained equipment that performs those tasks generally performed at a checkout counter.

Electronic Transaction Agreement means the agreement between the Parties in the form set out in DEFFORM 30.

Employer Assets means assets, including computer and telecoms devices, and other equipment owned by the *Employer* or leased or licensed to the *Employer* to which the *Contractor* requires access in order to Provide the Service, as set out in Annex G (*Employer Dependencies*) to this Booklet 1 (*Conditions of Contract*).

Employer Contributions has the meaning given in Paragraph 1 of Annex I (*Pension Matters*).

Employer Dependency means those *Employer* responsibilities set out in Annex G (*Employer Dependencies*) to this Booklet 1 (*Conditions of Contract*).

Employer Dependency Failure means a failure by the *Employer* to perform an Employer Dependency.

Employer Standard Form Lease means the form of lease at Annex L (*Employer Standard Form of lease*) to this Booklet 1 (*Conditions of Contract*).

Encroachment means the authorised temporary use of *Employer* land and buildings by *Employer* personnel and bodies associated with the *Employer* (such as Cadet Force units and Wives' Clubs) for recognised recreational, sporting and welfare purposes, but excluding use of land or buildings for the purpose of bringing an Establishment up to JSP requirements or which is occupied under a commercial lease or licence from the *Employer*.

End User means any individual or group of individuals permitted by the *Employer* to call for and receive the benefit of the *service*.

Enhanced Core Offer or **ECO** means an enhanced Core Meal providing a larger protein portion and/or better quality ingredients, in respect of which a financial sum will be added to the cost of the Core Meal.

Entitlement means the status granted to an Establishment in accordance with JSP 886; vol 3, part 15, ch 2, para 1, which enables it to demand and hold defence Materiel.

Environment Agency or **EA** means the executive non-departmental public body responsible to the Secretary of State for Environment, Food and Rural Affairs including the protection and improvement of the environment and the promotion of sustainable development.

Environmental Information Regulations means the Environmental Information Regulations 2004 as the same may be revised and updated from time to time and any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

Equipment means any items provided by the *Contractor* which are used by the *Contractor* to Provide the Service.

Establishment(s) means the premises listed in Booklet 4 (*Employer Supplied Information*), as may be amended from time to time in accordance with the Change Management Process.

Establishment Performance Report means the monthly report so described in the table set out in Appendix 1 to Annex A of Booklet 3 (*Service Information*).

Establishment Plans and Reports Service Line has the meaning given in Paragraph 1.2.1 of Annex K (*Performance Management Regime*) to this Booklet 1 (*Conditions of Contract*).

Establishment Population means the total number of *Employer* personnel (both military and civilian) permanently based on, or working from, the relevant Establishment from time to time.

Establishment Service Delivery Meeting the meeting(s) so described in the table set out in Annex A to Booklet 3 (*Service Information*).

European Waste Catalogue or **EWC** means the European Union produced document which classifies and categorises waste materials according to what they are and how they were produced.

Exclusive Equipment has the meaning given in Clause 72.5 (*Equipment*).

Exit Management Plan means the plan set out in Annex N (*Exit Management Plan*) to this Booklet 1 (*Conditions of Contract*).

Final Tender Submission means the submission issued by the *Contractor* to the *Employer* dated 18 October 2016 and entitled “North Region Multi Activity Contract – Final Tender Submission”.

Final Warning Notice has the meaning given in Clause 90.7 (*Termination*).

Financial Information Management Report has the meaning given in Clause 27G.7 (*Open Book Accounting*).

Financial Records means any records produced or maintained pursuant to Clause 27G.5, Clause 27G.7 and/or Clause 27G.8 (*Open Book Accounting*).

Fire Safety Management Plan or **FSMP** means the plan produced by the *Employer* in relation to its fire safety obligations under Law, which includes a fire risk assessment, a record of such assessment and guidance and other information to ensure that adequate fire safety is managed and maintained at each Establishment.

Fitting Parade means a programmed gathering of *Employer* personnel who require measuring and/or fitting of military uniform by a tailor.

Fixed Overhead Adjustment Percentage means the percentage for the relevant Mess set out in the table at Annex C (*Fixed Overhead Adjustment Percentages*) to Booklet 2 (*Pricing Information*).

FM Services means the facilities management services set out in Module T in Booklet 3 (*Service Information*) and the supporting annexes, appendices and service standards, which are to be provided by the *Contractor* in accordance with the terms of this Contract.

FOIA means the Freedom of Information Act 2000 and any subordinate legislation made under this Act as the same may be revised and replaced from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

Force Majeure Event means:

- (a) war, civil war, armed conflict or terrorism;
- (b) pressure waves cause by devices travelling at supersonic speeds; or

- (c) nuclear, chemical or biological contamination unless the source or cause of the contamination is the result of a breach of this Contract by the *Contractor* or any Contractor Related Party,

which directly causes either Party to be unable to comply with all or a material part of its obligations under this Contract.

Foreground IPR means any IPR created, or developed by or on behalf of the *Contractor* under or for the purpose of this Contract.

Form of Agreement means the form of agreement set out at the beginning of this Booklet 1 (*Conditions of Contract*) as executed by the Parties on the date set out therein.

Fraud means any offence under the Law creating offences in respect of fraudulent acts.

Function means an Official Function, an Unofficial Function or a Private Function.

General Anti-Abuse Rule means:

- (a) the legislation in part 5 of the Finance Act 2013; and
- (b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions.

Good Industry Practice means the exercise of that degree of skill, care, prudence and foresight and operating practice which would reasonably and ordinarily be expected from time to time of a skilled and experienced operator seeking in good faith to comply with all its contractual obligations and all applicable Law and engaged in the same type of undertakings as that of the *Contractor* and/or any Sub-Contractor under the same or similar circumstances.

Government Buying Standards or **GBS** means the range of product and service specifications endorsed by the Government and used by the public sector to develop contracts.

Greening Government Commitments or **GGC** means the Government-sponsored targets designed to achieve improved sustainable development.

Gross Profit Percentage or **GPP** means the percentage of the selling price of an item remaining after deduction of the cost to the *Contractor* of purchasing or producing such item.

Halifax Abuse Principle means the principle explained in the CJEU Case C-255/02 Halifax and others.

Hard Facilities Management or **Hard FM** means the maintenance of a building's mechanical, electrical and fabric assets and landscape maintenance.

Hard FM Contractor means any contractor appointed by the *Employer* pursuant to the Next Generation Estate Contract (NGEC) contract number DIOCB6/7026 dated 22 July 2014 or any other contract for the provision of hard facilities management services at the relevant Establishment.

Hazardous Waste means any type of waste featuring on the list of hazardous wastes in the European Waste Catalogue.

Head of Establishment means the *Employer* nominated individual responsible for an Establishment.

Identifiable Host has the meaning given in JSP 375; part 2, vol 1, chapter 34, para 34.2.11.

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 this Contract.

Infrastructure Community Monthly Meeting or ICMM means the monthly meeting held in accordance with Module A of Booklet 3 (*Service Information*) for the *Employer*, the *Contractor* and the Hard FM Provider to discuss and resolve Hard FM and Soft FM interface issues.

Infrastructure Manager or IM means the member of the *Employer's* personnel who is identified as such to the *Contractor* by the *Employer*.

Initial Review has the meaning given in Paragraph 2.1.1 of Annex B (*Change Management Process*) to this Booklet 1 (*Conditions of Contract*).

In Service Date means the date immediately following the final day of Mobilisation.

Insolvency Event (Company) means:

- (a) the presentation of a petition for the appointment of an administrator; unless it is withdrawn within three (3) Working Days from the date on which the *Contractor* is notified of the presentation;
- (b) the court making an administration order in relation to the company;
- (c) the presentation of a petition for the winding-up of the company unless it is withdrawn within three (3) Working Days from the date on which the *Contractor* is notified of the presentation;
- (d) the company passing a resolution that the company shall be wound-up;
- (e) the court making an order that the company shall be wound-up; or
- (f) the appointment of a Receiver or manager or administrative Receiver.

Insolvency Event (Individual or Firm) means:

- (a) the application by the individual or, in the case of a firm constituted under English law, any partner of the firm to the court for an interim order pursuant to Section 253 of the Insolvency Act 1986;
- (b) the court making an interim order pursuant to Section 252 of the Insolvency Act 1986;

- (c) the individual, the firm or, in the case of a firm constituted under English law, any partner of the firm making a composition or a scheme of arrangement with his or its creditors;
- (d) the presentation of a petition for bankruptcy order against the individual or, in the case of a firm constituted under English law, any partner of the firm unless it is withdrawn within three (3) Working Days from the date on which the *Contractor* is notified of the presentation;
- (e) the court making a bankruptcy order in respect of the individual or, in the case of a firm constituted under English law, any partner of the firm;
- (f) where the *Contractor* is either unable to pay his debts as they fall due or has no reasonable prospect of being able to pay debts which are not immediately payable. The *Employer* shall regard the *Contractor* as being unable to pay his debts if:
 - (i) he has failed to comply with or to set aside a statutory demand under Section 268 of the Insolvency Act 1986 within 21 days of service of the statutory demand on him; or
 - (ii) execution or other process to enforce a debt due under a judgement or order of the court has been returned unsatisfied in whole or in part;
- (g) the presentation of a petition for sequestration in relation to the *Contractor's* estates unless it is withdrawn within three (3) Working Days from the date on which the *Contractor* is notified of the presentation; or
- (h) the court making an award of sequestration in relation to the *Contractor's* estates.

Integrated Estate Management Plan means a plan produced and updated by the Hard FM Contractor that details specific information relating to estate assets at Establishment level, describing the operational outputs of the Establishment and the estate requirements to support these.

IPR means patents, inventions, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registrable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off.

IP Materials means any guidance, specifications, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models, designs or other material.

ISO 14001 means the International Organisation for Standardisation standard number 14001, which provides criteria for an effective environmental management system to improve resource efficiency, reduce waste and drive down costs.

Joint Service Publication or **JSP** means the series of *Employer* publications containing the policy that guides the Defence Community.

Junior Rates/Ranks or **JR** means those *Employer* personnel below SR (RN)/SNCO (RM, Army, RAF) rank.

Key Performance Indicators has the meaning given in Paragraph 1.1 of Annex K (*Performance Management Regime*) of this Booklet 1 (*Conditions of Contract*).

Key Personnel means those Personnel involved in carrying out any of the Key Roles;

Key Role means a key role set out in Part two of the Contract Data.

Law means:

- (a) any applicable statute or proclamation or any delegated or subordinate legislation;
- (b) any enforceable community right within the meaning of Section 2 of the European Communities Act 1972
- (c) any applicable guidance, direction or determination with which the *Employer* and/or the *Contractor* is bound to comply to the extent that the same are published and publically available or the existence or contents of them have been notified to the *Contractor* by the *Employer*; and
- (d) any applicable judgment of a relevant court of law which is a binding precedent in England and Wales,

in each case in force in England and Wales, from time to time.

Licensed Facilities has the meaning given in Clause 22.3 (*Contractor's Right to Access Establishments*).

Loan Repair Account means a system for asset tracking of items that are sent to a contractor or an external repair agency, for repair or modification, operated in accordance with JSP 886; vol 4, part 105.

Lodger Unit means a unit located within an Establishment which is independent of the local chain of command.

Logistics Commodities and Service or **LCS** means the *Employer* operated service which supplies logistic commodities and services to meet prescribed defence capabilities in the most cost effective manner and which forms part of Defence Equipment and Support (DE&S).

Low Value Purchase or **LVP** means items valued below the limit set for claims in the small claims court from time to time (which at the Contract Date is £5,000).

Major Change has the meaning given in Paragraph 7.3 of Annex B (*Change Management Process*) to this Booklet 1 (*Conditions of Contract*).

Malicious Software means any software programme or code intended to destroy, interfere with, corrupt or cause undesirable effects on programme files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence.

Management Information System or **MIS** means the *Employer's* computerised management information system.

Materiel means military equipment, stores, supplies and spares.

Measures in a Crisis means any measures of the *Employer* taken pursuant to Clause 101.4 (*Effect of Implementation of Measures in a Crisis*) and/or 101.5 (*Authority's Overriding Rights*) if the circumstances in Clause 101 (*Measures in a Crisis*) apply.

Mess means a home at an Establishment for a body of *Employer* military personnel of a certain rank.

Mess Bill means the monthly bill presented to members of Officers' and WOs' & SNCOs' Messes for recovery of charges, including those for services, subscriptions and purchases.

Mess Committee means the body elected to manage the affairs of a Mess.

Mess and Hotel Services means the Mess, hotel and SLA services set out in Module Q in Booklet 3 (*Service Information*) and the supporting annexes, appendices and service standards, which are to be provided by the *Contractor* in accordance with the terms of this Contract.

MIAC Required Action has the meaning given in Clause 101.6.1 (*Employer's Indemnity on Measures in a Crisis*).

Military Reporting Officer means the military line manager responsible for the welfare, discipline and annual performance reports for Core Catering Manpower under his/her jurisdiction.

Minor Change has the meaning given in Paragraph 7.2 of Annex B (*Change Management Process*) to this Booklet 1 (*Conditions of Contract*).

Mobilisation means the period of five (5) months from the Contract Date to facilitate full handover of the *service* to the *Contractor*.

National Audit Office or **NAO** means the UK public auditor which scrutinises expenditure on behalf of Parliament.

Necessary Consents means all permits, licences, permissions, consents, approvals, certificates and authorisations (whether statutory or otherwise) which are required for the performance of any of the *Contractor's* obligations under this Contract, whether required in order to comply with any Law or as a result of the rights of any third party.

Non-Availability Certificate or **NAC** means a document issued by the *Contractor* in accordance with JSP 464 which confirms non-availability of SLA to entitled personnel.

Non-Hazardous Waste means any type of waste which does not feature on the list of hazardous waste in the European Waste Catalogue.

Non-Public Funds means the money, stock and other assets which are not the property of the Crown but which are used by and/or for the benefit of *Employer* personnel to promote their well-being and efficiency or which are otherwise authorised as being Approved Funds.

Normal Working Hours means 08:00 to 17:00 on any Working Day.

Occasion Of Tax Non-Compliance (OOTNC) means:

- (a) any tax return of the *Contractor* submitted to a Relevant Tax Authority on or after 1 October 2012 is found to be incorrect as a result of:
 - (i) a Relevant Tax Authority successfully challenging the *Contractor* under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;
 - (ii) the failure of an avoidance scheme which the *Contractor* was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or
- (b) the *Contractor's* tax affairs give rise on or after 1 April 2013 to a criminal conviction in any jurisdiction for tax related offences which is not spent at the date this Contract came into effect or to a penalty for civil fraud or evasion.

Official Function means function which all Mess members may be required to attend and at which *Employer* personnel are on official duty.

Official Hospitality or OH means hospitality provided in support of *Employer* objectives and interests in accordance with JSP 915.

Operational Weeks means the number of weeks in each Contract Year an Establishment is operational, as set out in the table at Annex B (*Annual Provision of Meals Baseline*) to Booklet 2 (*Pricing Information*).

Others means those people or organisations who are not the *Employer*, the *Service Manager*, the *Contractor*, a Contractor Related Party or supplier of the *Contractor*.

P2P Invoice has the meaning given in Clause 51.1 (*Payment Under P2P*).

Parent Unit means an Establishment that provides administrative, logistical and facilities management support to other Establishments or Lodger Units.

Parented Unit means a unit which is supported administratively by an organisation outside its chain of command.

Parties means the *Employer* and the *Contractor*.

Pay As You Dine or PAYD means the concept for the provision of catering services at Establishments where *Employer* personnel pay for their food as they take each meal.

Payment Certificate has the meaning given in Clause 50.6 (*Assessment by Service Manager*).

Payment Due Date means, in relation to the receipting of a request pursuant to Clause 51 (*Payment Under P2P*), the date falling 20 (twenty) Working Days immediately after the issue of such receipt.

Payment Period means the period commencing from the In Service Date and ending on the last day of that month and thereafter the period of each month, provided that the final Payment Period shall end simultaneously with the *service period* or the termination of the *Contractor's* employment under this Contract (whichever is the earlier).

Payment Proposal has the meaning given in Clause 50.1 (*Contractor Proposal*).

Pension Schemes has the meaning given in Paragraph 1 of Annex I (*Pension Matters*).

Performance Review Meetings means the Establishment Service Delivery Meetings and the Regional Performance Review Meetings.

Performance Management Regime means the regime set out in Annex K (*Performance Management Regime*) to this Booklet 1 (*Conditions of Contract*).

Persistent Breach means a breach for which a Final Warning Notice has been issued, which has continued for more than 30 days or recurred in 1 or more months within the 6 month period after the date on which such Final Warning Notice was served on the *Contractor*.

Personal Data means personal data as defined in the DPA which is supplied to the *Contractor* by the *Employer* or obtained by the *Contractor* in the course of Providing the Service.

Personal Protective Equipment or **PPE** means garments or equipment designed to protect the wearer from injury.

Personnel means all directors, officers, employees and/or workmen of the *Contractor*, its agents and Sub-Contractors.

Phase 1 Training Establishment means those Establishments which provide initial military training to new recruits, as set out in Booklet 4 (*Employer Supplied Information*).

Phase 2 Training Establishment means those Establishments which provide professional or trade-related training to military personnel, as set out in Booklet 4 (*Employer Supplied Information*).

Plans means the plans set out in Appendix 2 to Annex A of Booklet 3 (*Service Information*) and any other plans which the *Contractor* is required to provide pursuant to the terms of this Contract and **Plan** means any one thereof.

Point of Sale or **POS** means the checkout at which a payment is made.

Portable Ablutions means mobile, temporary toilet and washing/showering facilities.

Price List means the list of the Prices payable in respect of each Establishment as at the Contract Date set out in Annex A to Booklet 2 (*Pricing Information*).

Prices means the prices for the *service*.

Pricing and Quality Representation Letter means a letter in the form set out in Annex D (*Pricing and Quality Representation Letter*) to this Booklet 1 (*Conditions of Contract*).

Private Function means a private function to be held at a Mess at the request of a Mess member or non-Mess member as agreed with the *Contractor*.

Prohibited Acts has the meaning given in Clause 27C (*Corrupt Gifts and Payment of Commission*).

Provide the Service means to do the work necessary to provide the *service* in accordance with this Contract and all incidental work, services and actions which this Contract requires.

Public Funds means monies that are the property of departments, non-departmental public bodies and other central government bodies, whether the monies come from the Exchequer or from sources.

Quantity Table or **QT** means a table of data set out in Booklet 4 (*Employer Supplied Information*) which states the level of requirement for specific services.

Recyclate means waste material which can be recycled.

Region means the region stated on the front cover of this Booklet 1 (*Conditions of Contract*) which includes all the Establishments.

Regional Performance Review Meeting means the meeting(s) so described in the table set out in Annex A to Booklet 3 (*Service Information*).

Regional Performance Report means each of the monthly and 6 monthly reports so described the table set out in Appendix 1 to Annex A of Booklet 3 (*Service Information*).

Regional Plans and Reports Service Line has the meaning given in Paragraph 1.2.2 of Annex K (*Performance Management Regime*) to this Booklet 1 (*Conditions of Contract*).

Relationship Management Plan means the relationship management plan to be developed and agreed between the Parties in accordance with Clause 19G.3 (*Joint Working*).

Relevant Tax Authority means HM Revenue & Customs, or, if applicable, a tax authority in the jurisdiction in which the *Contractor* is established.

Rent and Gaming Income Payments has the meaning given in Clause 1.5 of Booklet 2 (*Pricing Information*).

Reports means each of the reports set out in Appendix 1 to Annex A of Booklet 3 (*Service Information*) and any other reports which the *Contractor* is required to provide pursuant to the terms of this Contract and **Report** means any one thereof.

Required Insurances has the meaning set out in Clause 83.1.1 (*Insurance Cover*).

Retail Business Plans means Retail Business Plan 1 and Retail Business Plan 2.

Retail Business Plan 1 means the plan setting out those Retail Units which will not be subject to the Retail Needs Provision Payment, which forms part of the Accepted Plan.

Retail Business Plan 2 means the plan setting out those Retail Units which are subject to the Retail Needs Provision Payment, which forms part of the Accepted Plan.

Retail Needs Provision Payment has the meaning given in Clause 3.9 of Booklet 2 (*Pricing Information*).

Retail Services means the retail services set out in row 12 of Module P in Booklet 3 (*Service Information*) and the supporting annexes, appendices and service standards, which are to be provided by the *Contractor* in accordance with the terms of this Contract.

Retail Units means those units to be provided by the *Contractor* pursuant to the Retail Business Plans. Where Retail Services are provided from an integrated facility, each unit within such integrated facility which provides Retail Services is considered a separate Retail Unit.

Risk Register is a register of the risks which are listed in the Contract Data and the risks which the *Service Manager* or the *Contractor* has notified as an early warning matter. It includes a description of the risk and a description of the actions which are to be taken to avoid or reduce the risk.

Secret Matter is any matter connected with this Contract, or its performance which is designated in writing by the *Employer* as 'Top Secret' or 'Secret' and will include any information concerning the content of such matter and anything which contains or may reveal that matter.

Senior Non-Commissioned Officer or **SNCO** means Royal Marine, Army and Royal Air Force personnel of Sergeant rank and above who have not received a commission.

Senior Rate or **SR** means Royal Navy personnel of Petty Officer rank and above who have not received a commission.

Service Defect has the meaning given in Paragraph 3.1 of Annex K (*Performance Management Regime*) of this Booklet 1 (*Conditions of Contract*).

Service Delivery Area Infrastructure Community Monthly Meeting the meeting(s) so described in the table set out in Annex A to Booklet 3 (*Service Information*).

Service Information means information which either:

- (a) specifies and describes the *service*; or
- (b) states any constraints on how the *Contractor* Provides the Service, and is either:
 - (i) in any document forming part of this Contract; or
 - (ii) in an instruction given in accordance with this Contract.

Service Information Pack or **SIP** means the Quantity Tables and other information contained in Booklet 4 (*Employer Supplied Information*).

Service Line has the meaning given in Paragraph 1.2 of Annex K (*Performance Management Regime*) of this Booklet 1 (*Conditions of Contract*).

Service Satisfaction Failure means a failure by the *Contractor* to provide the *Service* in accordance with the terms of this Contract in the manner set out in Paragraphs 4 and 5 of Annex K (*Performance Management Regime*) of this Booklet 1 (*Conditions of Contract*).

Service Satisfaction Remedy means the remedy due to the *Employer* in accordance with Paragraph 5 of Annex K (*Performance Management Regime*) of this Booklet 1 (*Conditions of Contract*), where a Service Satisfaction Failure has occurred in relation to a Service Line other than the Establishment Plans and Reports Service Line or the Regional Plans and Reports Service Line.

Short Term Catering Requirement or **STCR** means a requirement for catering to support military training and exercises as set out in Annex B (*Short term Catering Requirement*) to Booklet 3 (*Service Information*).

SHE means safety, health and environment.

Single Living Accommodation or **SLA** means accommodation provided to single and unaccompanied *Employer* personnel, normally in the form of a Mess or accommodation block.

Sole Managing Trustee has the meaning given in in BRd 18; ch 1, para 0106 in relation to the Navy Service.

Stores & Armouries Services means the stores and armouries services set out in Module U in Booklet 3 (*Service Information*) and the supporting annexes, appendices and service standards, which are to be provided by the *Contractor* in accordance with the terms of this Contract.

Subject Matter Expert or **SME** means an individual with a depth of knowledge and experience on a particular subject/topic.

Sub-Contract means the contracts entered into between the *Contractor* and the Sub-Contractors and the contracts entered into between any Sub-Contractor and any other Sub-Contractor and, for the avoidance of doubt, includes the *key sub-contracts*.

Sub-Contractor means any sub-contractor to the *Contractor* under this Contract, a sub-contractor of a sub-contractor to the *Contractor* and any other sub-contractor (of whatever tier) engaged to:

- (a) provide a part of the *service*; or
- (b) supply plant and materials which the person or organisation has wholly or partly designed specifically for the *service*.

Sub-Contractor Warranty means a warranty in the form specified at Annex M (*Sub-Contractor Warranty*) to this Booklet 1 (*Conditions of Contract*).

Termination Sum has the meaning given in Clause 90.2 (*Termination*).

Termination Table has the meaning given in Clause 90.2 (*Termination*).

Theft means the criminal offence of theft within the meaning of the: Theft Act 1968; the Theft Act (Northern Ireland) 1969; the Theft Act 1978; the Theft (Northern Ireland) Order 1978 and the Fraud Act 2006, or any other relevant superseding Law.

Trainees means newly recruited *Employer* personnel engaged in their service's initial training programme (Phase 1) and *Employer* personnel undergoing professional branch or trade related training (Phase 2).

Training Establishments means the Establishments designated as such in in Booklet 4 (*Employer Supplied Information*).

"Transfer Regulations" means the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended from time to time and/or the Service Provision Change (Protection of Employment) Regulations (Northern Ireland) 2006 (as amended from time to time), as appropriate.

Transparency Information means the content of this Contract in its entirety, including from time to time agreed changes to this Contract, and details of any payments made by the *Employer* to the *Contractor* under this Contract.

Unaccompanied Baggage means personal effects and/or household furniture which *Employer* personnel are entitled to have transported separately from themselves or their immediate family at public expense, excluding motor vehicles, motor cycles, any other mechanically propelled vehicles or items specified in the prohibited items list contained in JSP 800; vol 2 part 5 chapter 4.

Unique Order Identifier means a unique order identifier (UOI) generated by P2P for non inventory purchase orders.

Unofficial Function means a function organised by a Mess Committee.

Unskilled Labour means work that requires practically no training or experience for its adequate or competent performance.

Unsuitable Third Party means any person:

- (a) whose activities do, in the reasonable opinion of the *Employer*, pose or could pose a threat to national security or are otherwise incompatible with any operations or activities carried out by the *Employer* for the purposes contemplated by this Contract or any other of the *Employer's* legal duties or other functions; or
- (b) who is, in the reasonable opinion of the *Employer*, inappropriate because the *Employer* has received specific information from the Crown, the Serious Fraud Office, Crown Prosecution Service, the Crown Office or the Procurator Fiscal Service about the suitability of the proposed new third party to act in relation to the service.

Warning Notice has the meaning given in Clause 90.6 (*Termination*).

Waste Acceptance Criteria or **WAC** means the criteria to be met before waste is accepted at the relevant landfill site

Waste and Resources Action Programme or **WRAP** means the company with registered number 4125764.

Waste Compound means a central holding point within an Establishment for waste that has been identified as suitable for re-use or recycling prior to despatch to DSA or another waste facility or contractor.

Waste Focal Point or **WFP** means the individual appointed by the *Employer* at each Establishment to liaise with the *Contractor* on all matters relating to waste management.

Waste Hierarchy means the five step system for dealing with waste according to its environmental impact which is set out in regulations 12, 15 and 35 of the Waste (England and Wales) Regulations 2011.

Waste Management Plan or **WMP** means the documents to be produced by the *Contractor* for each Establishment pursuant to and in accordance with row 28 of Booklet 3 (*Service Information*).

Waste Management Services means the waste management services set out in Module S in Booklet 3 (*Service Information*) and the supporting annexes, appendices and service standards, which are to be provided by the *Contractor* in accordance with the terms of this Contract.

Waste Manager means the individual appointment by the *Contractor* pursuant to paragraph 26.7 of Booklet 3 (*Service Information*) and who is responsible for co-ordinating all waste management elements of the *service*.

Waste Stream means the flow of waste materials from generation to disposal.

Waste Stream Survey means the survey to be conducted by the *Contractor* pursuant to paragraph 28.1 of Booklet 3 (*Service Information*) to create a validated baseline of the waste streams produced on each Establishment.

Working Day means any day excluding:

- (a) Saturdays, Sundays and any statutory or public holiday in England and Wales; and/or
- (b) privilege days notified in writing by the *Service Manager* to the *Contractor* at least ten (10) Working Days in advance.

Works means any physical construction, alteration, adaptation, repair or modification carried out by the *Contractor* (or any Contractor Related Party) on an Establishment in connection with the *service*.

Annex B

Change Management Process

1 Consideration of a Change

- 1.1 During the Contract Period, the *Service Manager* and the *Contractor* shall co-operate and collaborate at least annually to undertake an assessment of all factors that could affect the *service* to assess their impact and the potential for Change.
- 1.2 The *Service Manager* (subject to any national security constraints on the *Employer*) and the *Contractor* shall also co-operate and collaborate to ensure that the other has early notification of the possibility of a Change.

2 Notice of Possible Change

- 2.1 If the *Employer* or the *Service Manager* is considering any Change, the *Service Manager* may notify the *Contractor* of the proposal (a “**Notice of Possible Change**”) which shall be serially numbered in the date order of being raised. A Notice of Possible Change number shall not be re-used even if a Notice of Possible Change is cancelled or withdrawn. The *Contractor* shall register the Notice of Possible Change on the Change Management Index.
- 2.2 Within ten (10) Working Days of receipt of a Notice of Possible Change the *Contractor* shall carry out, document and provide to the *Service Manager* a high-level review (“**Initial Review**”) of the Notice of Possible Change to identify:
 - 2.2.1 the applicable type of Change;
 - 2.2.2 the scope, contents, key activities and/or deliverables (relevant to the type of Change) to be supplied as part of the Change Impact Assessment;
 - 2.2.3 proposed prioritisation;
 - 2.2.4 a proposed timetable for the delivery of the Change Impact Assessment;
 - 2.2.5 relevant parties to consult for the Change Impact Assessment;
 - 2.2.6 an initial indication of the expected impact on the *service* and, where relevant, the Prices by reference to the Prices set out in Booklet 2 (*Price Information*) as at the Contract Date;
 - 2.2.7 an estimate of the resources required to prepare the Change Impact Assessment.
- 2.3 As soon as practicable after the *Service Manager* receives the Initial Review, the *Service Manager* and the *Contractor* shall discuss the Initial Review for the purposes of assisting the preparation of a Change Request if required by the *Employer*.

- 2.4 If the *Employer* wishes the *Service Manager* to continue with the Change Management Process in respect of the Notice of Possible Change, the *Service Manager* shall follow the process in Paragraph 3.
- 2.5 If the *Employer* chooses not to proceed with the Change Management Process in respect of the Notice of Possible Change no compensation shall be payable by the *Employer* to the *Contractor* for any work carried out in relation to Paragraph 2.

3 Change Requests

- 3.1 The *Service Manager* and the *Contractor* may at any time during the Contract Period issue a Change Request in the form set out in Appendix 1 to this Annex provided that the *Contractor* may issue a *Contractor* Change Request for a Change to an Accepted Plan not more than once in every three (3) month period.
- 3.2 The Change Request shall be serially numbered in the date order of being raised. A Change Request number shall not be re-used even if a Change Request is cancelled or withdrawn. The *Contractor* shall register the Change Request on the Change Management Index.
- 3.3 A *Contractor* Change Request shall include:
- 3.3.1 details of the proposed Change;
 - 3.3.2 the reason why the Change is required detailing any changes to comply with Law; and
 - 3.3.3 a Change Impact Assessment in accordance with Paragraph 4.
- 3.4 A *Service Manager* Change Request shall include details of the proposed Change.
- 3.5 If the *Contractor* requires any reasonable clarification in relation to a *Service Manager* Change Request before the *Contractor* can deliver a Change Impact Assessment, the *Contractor* shall promptly notify the *Service Manager* and the *Service Manager* shall respond to the request for clarifications as agreed.

4 Change Impact Assessment

- 4.1 The *Contractor* shall provide to the *Service Manager* a Change Impact Assessment within the timescales set out in Appendix 3 to this Annex and in the form set out in Appendix 2 to this Annex.
- 4.2 Each Change Impact Assessment shall include and/or consider all relevant issues (to a level of detail commensurate with the type of Change) including:
- 4.2.1 proposed changes to this Contract;
 - 4.2.2 proposed changes to the Prices which shall, unless the Parties otherwise agree, be on the basis of:

- (i) the Prices set out in Booklet 2 (*Price Information*) as at the Contract Date, where relevant to the Change Request; or
 - (ii) if the Prices set out in Booklet 2 (*Price Information*) as at the Contract Date are not relevant to the Change Request, the forecast costs of implementing the Change plus the parameters used for overhead and profit used in the *Contractor's* financial model for the *service*;
- 4.2.3 details of how the proposed Change will ensure compliance with any applicable change in Law or where the proposed Change would contravene Law;
- 4.2.4 an assessment of the risks to the *Employer* and the impact of the proposed Change on:
- (i) the delivery and receipt of the *service*;
 - (ii) the *Contractor's* ability to meet the standards required under the Performance Management Regime and its other obligations under this Contract;
 - (iii) the *Employer*;
 - (iv) the Employer Dependencies and any additional obligations on the *Employer*;
 - (v) any other matter requested by the *Service Manager* at the time of the assessment, or considered by the *Contractor* to be relevant; and
 - (vi) relevant financial information and evidence of value for money in accordance with the principles referred to in Clauses 27G.5 to 27G.8 (*Open Book Accounting*) of Booklet 1 (*Conditions of Contract*);
- 4.2.5 confirmation (where relevant) that the proposed Change has no impact of the kind described in Paragraph 4.2.4.
- 4.3 If the Change is a Major Change the *Service Manager* may notify the *Contractor* that the *Service Manager* requires the *Contractor* to obtain competitive quotations for the work or elements of the *service* required by the Change from at least three suitable service providers (as approved by the *Service Manager*, acting reasonably).

5 Service Manager's Rights

- 5.1 The *Service Manager* shall review each Change Request and/or Change Impact Assessment as soon as reasonably practicable.

- 5.2 The *Service Manager* shall not reject any Change proposed by the *Contractor* to the extent that the Change is necessary for the *Contractor* or the *service* to comply with any change in Law shall not be entitled to any payment or compensation and/or any relief from performance of its obligations under this Contract by reason of such Change, nor should the Prices be capable of adjustment by reason of such Change save in the circumstances set out in Clause 81.3 (*The Contractor's Risks*) of Booklet 1 (*Conditions of Contract*) and in accordance with the provisions of this Annex B (*Change Management Process*).
- 5.3 Subject to Paragraph 5.2 the *Service Manager* may:
- 5.3.1 accept the proposed *Contractor* Change Request and/or approve the Change Impact Assessment, in which case the *Service Manager* and the *Contractor* shall follow the procedure set out in Paragraph 5.8;
 - 5.3.2 withdraw the *Service Manager* Change Request and/or reject the *Contractor* Change Request and/or reject the Change Impact Assessment, in which case the *Service Manager* shall notify the *Contractor* of the withdrawal and/or rejection as soon as reasonably practicable.
 - 5.3.3 amend the *Service Manager* Change Request and/or require the *Contractor* to amend the *Contractor* Change Request and/or Change Impact Assessment in which case the *Contractor* shall make such modifications within the timescales set out in Appendix 4 to this Annex.
- 5.4 If the *Service Manager* disagrees with any aspect of the Change Impact Assessment, the *Employer* may refer the dispute for resolution in accordance with Clause 95 (*Dispute Resolution*) of this Contract.
- 5.5 The *Service Manager* and the *Employer* shall have the rights set out in this Paragraph 5 in respect of each modified Change Request or Change Impact Assessment and any subsequent version required by the *Service Manager*.
- 5.6 The *Service Manager* may only object to any proposed Change on the grounds that:
- 5.6.1 the proposed Change is not in accordance with Good Industry Practice;
 - 5.6.2 the proposed Change:
 - (i) is not practical;
 - (ii) does not comply with the Service Information; or
 - (iii) does not represent the *Contractor's* plans realistically;
 - 5.6.3 the proposed Change would breach the Law;

- 5.6.4 the performance of the *service* in accordance with the proposed Change would, on the balance of probabilities:
- (i) be materially different from the performance of the *service* in accordance with the Accepted Plan prior to such Change; or
 - (ii) have an adverse effect on the *Employer*; and/or
- 5.6.5 the proposed Change would, on the balance of probabilities, result in a standard of performance of all or any part of the *service* which is inferior to the standard of performance in accordance with the terms of this Contract prior to such Change.
- 5.7 Where the Contractor Change Request relates to a proposed Change to an Accepted Plan no Change to an Accepted Plan shall, of itself, entitle the *Contractor* to any adjustment to the Prices, any payment or other compensation and/or any relief from performance of its obligations under this Contract.
- 5.8 If the *Service Manager* accepts the *Contractor* Change Request and/or approves the Change Impact Assessment in accordance with Paragraph 5.3, the *Service Manager* shall notify the *Contractor* within the agreed timescales set out in Appendix 4 to this Annex in the form of a Change Authorisation.
- 5.9 Subject to Paragraph 6.1, the *Contractor* shall sign and return to the *Service Manager* a copy of any Change Authorisation issued by the *Service Manager* in accordance with Paragraph 5.8 within three (3) Working Days of receipt and upon return of such countersigned Change Authorisation the Change shall constitute a binding variation of this Contract.
- 5.10 Until such time as a Change Authorisation has been signed by both the *Service Manager* and the *Contractor* in accordance with Paragraphs 5.8 and 5.9, unless the *Service Manager* and the *Contractor* agree otherwise in writing, the *Contractor* shall continue to Provide the Service in accordance with the existing terms of this Contract as if the proposed Change did not apply.

6 Contractor's Rights

- 6.1 The *Contractor* may only reject a proposed *Service Manager* Change Request if it demonstrates to the *Service Manager's* reasonable satisfaction that such Change Request:
- 6.1.1 would require the *service* to be performed in a way that infringes Law; or
 - 6.1.2 is technically impossible to implement,
- and shall promptly notify the *Service Manager* of any such rejection, providing details of the relevant infringement or technical issue, and propose amendments to the Change Request to resolve the issue.

7 Types of Change

- 7.1 The timescales for all Changes are set out in Appendix 4 to this Annex and the format(s) shall be in the forms set out in Appendix 1 to Appendix 3 to this Annex.
- 7.2 A Minor Change is a Change which, in the reasonable opinion of the *Service Manager*, is likely (if implemented) to result in a net cost or net saving for the *Contractor* that is less than or equal to £25,000 (twenty five thousand pounds sterling) and which, in the reasonable opinion of the *Service Manager*, will not materially and adversely affect the *Contractor's* ability to perform its obligations under this Contract.
- 7.3 A Major Change is a Change which, in the reasonable opinion of the *Service Manager*, is likely (if implemented) to result in a net cost or net saving for the *Contractor* that is more than £25,000 (twenty five thousand pounds sterling) or which, in the reasonable opinion of the *Service Manager*, will materially and adversely affect the *Contractor's* ability to perform its obligations under this Contract.
- 7.4 Administrative Changes are Changes that do not affect the *Contractor's* costs, risks or resources in performing the *service* or the nature or extent of the obligations of either Party (for example, amendments to names and addresses of contacts).

8 Urgent Changes

- 8.1 The *Service Manager* may issue a Change Request authorising the implementation of a Change notwithstanding that the Change Impact Assessment has not been prepared and/or agreed in accordance with Paragraph 4.
- 8.2 If the *Contractor* receives a Change Request pursuant to Paragraph 8.1 the *Contractor* shall as soon as possible and in any event within three (3) Working Days provide to the *Service Manager* an estimate of costs (calculated in accordance with Paragraph 4.2.2) to undertake the urgent Change before proceeding.
- 8.3 The *Service Manager* and the *Contractor* shall use their reasonable endeavours to reach agreement on the estimate submitted by the *Contractor* pursuant to Paragraph 8.2 as soon as possible.
- 8.4 The *Contractor* shall implement the urgent Change in accordance with the reasonable directions of the *Service Manager* and the *Service Manager* may at any time instruct the *Contractor* to discontinue the implementation of the urgent Change.

9 Change Management

- 9.1 The *Contractor* shall keep a log to record the progress of Changes through the Change Management Process (the "**Change Management Index**"), which shall include records of all Changes, including copies of Change Requests, Change Impact Assessments and Change Authorisations.

- 9.2 The *Contractor* shall maintain the Change Management Index and ensure it is kept up to date.
- 9.3 The *Contractor* shall make the Change Management Index available to the *Employer* and/or the *Service Manager* on request.

10 Costs

- 10.1 Each Party shall be responsible for its own costs and expenses incurred in the preparation and assessment of all Notices of Possible Change, Change Requests, Initial Reviews, Change Impact Assessments and Change Authorisations.
- 10.2 Costs incurred by the *Employer*, the *Service Manager* and/or the *Contractor* in respect of any use of this Change Management Process as a result of any error or breach of this Contract by the *Contractor* shall be paid for by the *Contractor*.

Appendix 1 to Annex B

Change Requests

Change Request No:	Title:	Type of Change: Minor/Major/Administrative
Project:	Required by Date:	
Action:	Name:	Date:
Raised By:		
Area(s) of Services Affected:		
Assigned For Change Impact Assessment By:		
Assigned For Change Impact Assessment To:		
Contractor Reference No:		
Description Of Requested Change:		
Details Of Any Proposed Alternative Scenarios:		
Reasons For And Benefits And Disadvantages Of Requested Change:		
Signature Of Requesting Change Owner:		
Date Of Request:		

Appendix 2 to Annex B
Change Impact Assessment

Change Request No:	Title:	Date Raised:
Project:	Required By Date:	
Description Of Change For Which Change Impact Assessment Is Being Prepared And Details Of Any Related Changes:		
Cost Impacts Resulting From The Change (including proposed adjustment to Prices and any funding options)		
Details Of Any Proposed Contract Amendments:		
Details Of Any Change to the Accepted Plan:		
Details Of Any Key Performance Indicators Affected:		
Details Of Any Operational Impact on the Service:		
Details Of Any Interfaces Affected:		
Risk Assessment:		
Recommendations:		

Appendix 3 to Annex B

Change Authorisation

Chang Request No:	Title:	Date Raised:
Project:	Type of Change:	Required By Date:
Description Of Change		
Reference to relevant Change Impact Assessment and documentation setting out details of the Change		

Signed On Behalf Of the <i>Employer</i> :	Signed On Behalf Of the <i>Contractor</i> :
Signature:	Signature:
Name:	Name:
Position:	Position:
Date:	Date:

Appendix 4 to Annex B

Timescales

Action	Major Change	Minor Change	Administrative Change
Timescale within which the Contractor shall provide a Change Impact Assessment	20 Working Days from receipt of an <i>Service Manager Change Request</i>	10 Working Days from receipt of an <i>Service Manager Change Request</i> .	20 Working Days from receipt of an <i>Service Manager Change Request</i>
Timescale within which the Contractor shall modify a Change Request and/or Change Impact Assessment	10 Working Days from receipt of a notice requesting the <i>Contractor</i> to modify the Change Request.	10 Working Days from receipt of a notice requesting the <i>Contractor</i> to modify the Change Request.	10 Working Days from receipt of a notice requesting the <i>Contractor</i> to modify the Change Request.
Timescale within which the Service Manager shall notify the Contractor that the Service Manager accepts/approves a Change Impact Assessment or Change Request	10 Working Days from receipt of the Change Impact Assessment or Change Request	5 Working Days from receipt of the Change Impact Assessment or Change Request	10 Working Days from receipt of the Change Impact Assessment or Change Request

Annex C

Contractor's Commercially Sensitive Information Form

Description of *Contractor's* Commercially Sensitive Information:

Cross Reference(s) to location of sensitive information in Booklet 5 (*Accepted Plan*):

Explanation of Sensitivity:

Details of potential harm resulting from disclosure:

Period of Confidence (if applicable):

Contact Details for Transparency/Freedom of Information Matters:

Name:

Position:

Address:

Telephone Number:

Email Address:

[TO BE PRINTED ON CONTRACTOR'S HEADED NOTEPAPER]

FAO: [MOD contact]

[MOD address]

[DATE]

Dear Sirs

**Hestia North Region Multi-Activity Contract Number DIOCB6/026 (the "Contract")
Pricing and Quality Representation Letter**

This representation letter is provided pursuant to clause 27G.10 of the Contract for the purpose of making certain representations in connection with the pricing and quality of food and beverage products used by us in providing services under the Contract.

We confirm, to the best of our knowledge and belief, the following representations:

- 1 The price band applied to our food, beverage and consumables product list is consistent with the price band included within the latest updated version of the Regional CRL Business Plan. This has resulted in us providing specification of food and beverage required under the Contract and only earning a level of purchasing income consistent with our declared percentage margin of the price band.
- 2 Any benchmarking data provided, or upon which the confirmations in this letter are based, is free of material misstatements and omissions.
- 3 There are no arrangements in place with inter-group companies, related parties, agents or suppliers which involve the receipt, or retention, of additional income, overrides, listing fees, commissions, rebates, discounts or contributions towards costs, which are not included in the declared purchasing income upon which the representations in point 1 above are based.
- 4 We have disclosed to you any and all information which might materially affect the validity of the statements in this letter and/or cause them to be misleading in any material respect.
- 5 We are not aware of any instances of material or continued non-compliance by management or staff with the policies and procedures on which the statements in this letter are founded.

We confirm that the above representations are made on the basis of adequate enquiries of our records, management and staff (and where appropriate, inspection of evidence) sufficient to satisfy ourselves that we can properly make each of the above representations to you.

Yours faithfully

.....
Director
for and on behalf of
[CONTRACTOR]

Annex F

Core Catering Manpower

1 Definitions

“**Additional CCM**” means CCM that, at the discretion of the *Employer*, may be made available on a temporary/adhoc basis for utilisation in the provision of the CCM Catering Service in accordance with Paragraph 9 (*Additional CCM*);

“**Allocated CCM**” means CCM that have been allocated by the *Employer* for rostering and utilisation by the *Contractor* in the provision of the CCM Catering Service, as set out in the relevant Monthly CCM Plan;

“**Backfill Personnel**” means temporary personnel employed by the *Contractor* in accordance with Paragraph 8.2 (*Shortfall in CCM*) in order to address a Predicted Shortfall;

“**CCM Catering Service**” means the provision of the Catered Mess Meals and other Catering Services, but excluding the provision of Private Functions;

“**Core Catering Manpower**” or “**CCM**” means the military catering personnel established to meet certain operational requirements of the *Employer*;

“**Monthly CCM Plan**” has the meaning given in Paragraph 7.1 (*Allocation and Rostering*);

“**Predicted Shortfall**” has the meaning given in Paragraph 8.1 (*Shortfall in CCM*);

“**Roster**” means the *Contractor’s* plan of roles and hours of work for the Allocated CCM in a particular month prepared in accordance with Paragraph 7 (*Allocation and Rostering*); and

“**Shortfall**” has the meaning given in Paragraph 8.1 (*Shortfall in CCM*).

2 Use of Core Catering Manpower

2.1 The *Contractor* shall utilise the CCM made available by the *Employer* in accordance with this Annex F (*Core Catering Manpower*) in the provision of the CCM Catering Service to ensure their full employment and on-the-job training.

2.2 The *Contractor* shall:

2.2.1 allocate the CCM to roles commensurate with their rank, appointment, trade and specialisation and in all aspects of the CCM Catering Service including planning, provisioning, food preparation and delivery, menu preparation, resource and waste control, sales mix and marketing and

other commercial aspects of the CCM Catering Service. A summary of job descriptions by rank is set out in Appendix 1 (*Job Descriptions*) to this Annex F (*Core Catering Manpower*); and

- 2.2.2 utilise the CCM in a manner which is consistent with the guidelines of military ethos notified by the *Employer* to the *Contractor* from time to time.
- 2.3 The *Contractor* shall only use the CCM for the provision of the CCM Catering Service.
- 2.4 The *Contractor* shall manage and supervise the duties of the CCM, in accordance with the *Employer's* policies and Law.
- 2.5 Without prejudice to Clause 20.1 (*Providing the Service*) of Booklet 1 (*Conditions of Contract*), the *Contractor* shall:
 - 2.5.1 comply with the Law on health and safety at work and in relation to anti-discrimination and equal opportunities; and
 - 2.5.2 comply with the *Employer's* policies including health and safety at work policies and procedures (including those relating to smoking) and with those regarding anti-discrimination and equal opportunities (including those relating to harassment).
- 2.6 The *Contractor* shall provide reasonable instructions to the CCM and liaise and cooperate with the CCM.
- 2.7 The *Contractor* shall consult with the *Employer* as often as necessary in relation to the management of the CCM.

3 Command

- 3.1 The CCM will remain within the military chain of command.
- 3.2 The *Employer* shall retain responsibility for the administration and discipline of the CCM under the *Employer's* grievance and disciplinary procedures. The *Contractor* shall report any offences by the CCM in breach of the *Employer's* disciplinary instructions to the Head of Establishment or his nominated representative who will be responsible for taking any action considered necessary. Minor indiscretions (rather than offences) shall be dealt with, in the first instance, by the CCM's day-to-day task supervisor, (which may either be CCM or Personnel).
- 3.3 Nothing in this Contract shall be construed or have effect as construing any relationship of employer and employee between the *Contractor* and/or and Sub-Contractor and any of the CCM.

4 Training Responsibilities

- 4.1 The *Employer* shall ensure that the CCM have the skills and training which are appropriate for their rank, trade and operational role within the *Employer's* organisation.
- 4.2 The *Contractor* shall provide additional and specific on-the-job training as necessary to ensure the proper performance of the CCM Catering Service in accordance with the terms of this Contract. In particular, the *Contractor* shall:
- 4.2.1 roster the CCM to provide them with appropriate access to the widest range of different experiences and training; and
- 4.2.2 provide an environment and opportunities to develop the CCM which shall include the following training requirements:
- (i) commercial operating procedures, which may include defining the sales mix, pricing and marketing, catering accounting, the *Contractor's* IT systems, resource and waste control and menu preparation;
 - (ii) familiarisation and health and safety training for any equipment provided by the *Contractor*; and
 - (iii) use of the latest technology (IT/equipment) as it develops.

5 Absence and Performance

- 5.1 The *Contractor* acknowledges that military operational requirements shall always take precedence over the provision of CCM to the *Contractor* and may lead to the removal of the CCM at short notice.
- 5.2 The *Contractor* acknowledges that the CCM shall be entitled to be absent from work in accordance with their terms and conditions of employment and:
- 5.2.1 where such absence is due to illness, medical appointments or other appointments which the relevant member of CCM is required to attend by the *Employer* and lasts for a period of seven (7) days or less:
- (i) the *Contractor* shall manage the deficit through their own processes and means to ensure the continued provision of the CCM Catering Service in accordance with the terms of this Contract; and
 - (ii) the absence of the relevant CCM shall be disregarded for the purposes of calculating a Predicted Shortfall or a Shortfall; and
- 5.2.2 where, and to the extent that, either:

- (i) such absence is due to a reason other than those set out in Paragraph 5.2.1; or
 - (ii) such absence occurs for a period of more than seven (7) days,
- the provisions of Paragraph 8 (*Shortfall in CCM*) shall apply.

5.3 Personal annual reports for the CCM will remain the responsibility of the *Employer*. If required by the *Employer*, the *Contractor* shall provide comments on CCM performance to support annual reports.

6 Predicted Availability of CCM

6.1 The predicted availability of CCM for each Contract Year (including their employment banding) is set out in Appendix 2 (*Predicted CCM*) to this Annex F (*Core Catering Manpower*).

6.2 The predicted availability of CCM will be reviewed by the *Employer* approximately six (6) months after the In Service Date and every 12 (twelve) months thereafter and following any Change which may impact on such availability or the requirement for CCM (for example, a change in the Establishment Population or the role of the Establishment).

6.3 The *Employer* may change the predicted availability of the CCM set out in Appendix 2 (*Predicted CCM*) at any time during the Contract Period in accordance with the Change Management Process.

6.4 The *Contractor* acknowledges that:

6.4.1 the CCM may at any time be released for activities of a personal nature and/or military duties at the discretion of the Head of Establishment or his nominated representative;

6.4.2 the *Employer* gives no guarantee to the *Contractor* that the CCM will be available at any time; and

6.4.3 the management of the availability of the CCM is the responsibility of Head of Establishment or his nominated representative.

7 Allocation and Rostering

7.1 No later than 10 Working Days prior to the start of each month, the Head of Establishment or his nominated representative shall provide to the *Contractor* a plan (the "**Monthly CCM Plan**") which sets out the actual availability of CCM in such month.

7.2 Within 5 Working Days of receipt of the Monthly CCM Plan, the *Contractor* shall issue to the *Employer* a detailed Roster for the relevant month.

- 7.3 The Head of Establishment or his nominated representative shall be entitled to comment on the Roster and, to the extent reasonably practicable, the *Contractor* shall amend the Roster in accordance with such comments.
- 7.4 The *Contractor* shall maintain and update the Roster throughout the relevant month to reflect and manage CCM absence and any changes to the number of Allocated CCM occurring during the relevant month and shall promptly notify the Head of Establishment or his nominated representative of any such amendments.
- 7.5 The *Contractor* shall not, without the prior written consent of the *Employer*, by way of the Roster or otherwise, require:
- 7.5.1 CCM to work in any Retail Unit;
- 7.5.2 a member of CCM to work at locations or for durations other than those set out in the relevant Monthly CCM Plan for such member; and
- 7.5.3 a member of CCM to work more than:
- (i) five (5) days in any week;
 - (ii) eight (8) hours per day, inclusive of short breaks and a break of 1 hour minimum at times agreed locally; and/or
 - (iii) 16 weekends (including partial weekends) in any calendar year.
- 7.6 Unless otherwise agreed in writing with the *Employer*, the *Contractor* shall ensure that:
- 7.6.1 each member of CCM has at least 2 consecutive days in each consecutive 7 day period on which they are not required to work in the provision of the CCM Catering Service; and
- 7.6.2 any weekends which a member of CCM is require to work are reasonably distributed throughout the year.

8 Shortfall in CCM

- 8.1 Where either Party anticipates that the number of CCM available to the *Contractor* may be less than the predicted availability of the CCM set out in Appendix 2 (*Predicted CCM*) (a "**Predicted Shortfall**"):
- 8.1.1 such Party shall report the Predicted Shortfall to the other Party as soon as reasonably practicable; and
- 8.1.2 the Head of Establishment or his nominated representative may re-allocate CCM to rectify the Predicted Shortfall and shall notify the *Contractor* accordingly.

- 8.2 Subject to Paragraph 5.2 (*Absence and Performance*), where the *Contractor* has notice of a Predicted Shortfall (including by way of the Monthly CCM Plan), the *Contractor* may employ Backfill Personnel at the rates set out in worksheet 10 in Part 1 of the Price List in Booklet 2 (*Pricing Information*) for the relevant Contract Year to the extent necessary to provide the CCM Catering Service in accordance with this Contract, provided always that:
- 8.2.1 the *Contractor* has provided the *service manager* with evidence of the Predicted Shortfall and the number of Backfill Personnel required;
 - 8.2.2 the *service manager* has given their express written consent to the employment of the Backfill Personnel notified to them pursuant to Paragraph 8.2.1 or such other number of Backfill Personnel as is specified in such consent; and
 - 8.2.3 the *Contractor* shall only be entitled to claim from the *Employer* costs which have been authorised by the *service manager* in accordance with this Paragraph 8.2 prior to the costs being incurred and the *Contractor* shall not be entitled to claim, and the *Employer* shall not be responsible for, any costs incurred by the *Contractor* which have not been authorised in accordance with this Paragraph 8.2.
- 8.3 Without prejudice to Paragraph 8.2, the *Contractor* shall use reasonable endeavours to provide the CCM Catering Service to the standard required by this Contract without employing Backfill Personnel.
- 8.4 Notwithstanding Paragraph 8.1 and subject to Paragraph 5.2 (*Absence and Performance*), where the number of CCM made available to the *Contractor* is less than the predicted availability of the CCM set out in Appendix 2 (*Predicted CCM*) (a “**Shortfall**”):
- 8.4.1 the *Contractor* shall report this to the Head of Establishment; and
 - 8.4.2 the Parties shall discuss the impact (if any) of the Shortfall on the *Contractor’s* provision of the CCM Catering Service at the relevant Establishment Service Delivery Meeting.
- 8.5 Subject to Paragraphs 5.2 (*Absence and Performance*) and 8.6, where, and to the extent that, the Shortfall has adversely impacted the *Contractor’s* ability to provide the CCM Catering Service, the *Contractor* shall be entitled to request relief from the Performance Management Regime, provided that the *Contractor* has used reasonable endeavours to continue to provide the CCM Catering Service notwithstanding the Shortfall, and shall provide the *Employer* with evidence of the impact of the Shortfall to support such request at the relevant Establishment Service Delivery Meeting.
- 8.6 Where the *Contractor* has employed Backfill Personnel pursuant to Paragraph 8.2:

8.6.1 the *Contractor* shall not be entitled to relief pursuant to Paragraph 8.5 to the extent that the Shortfall has been rectified by the employment of such Backfill Personnel; and

8.6.2 any claim by the *Contractor* for payment in relation to the employment of Backfill Personnel shall be supported by:

(i) invoices which evidence the number of Backfill Personnel employed by the *Contractor* and the costs incurred by the *Contractor* in this respect; and

(ii) the Roster for the period in respect of which the Backfill Personnel were employed.

8.7 The process set out in this Paragraph 8 is summarised in Figure 1 below:

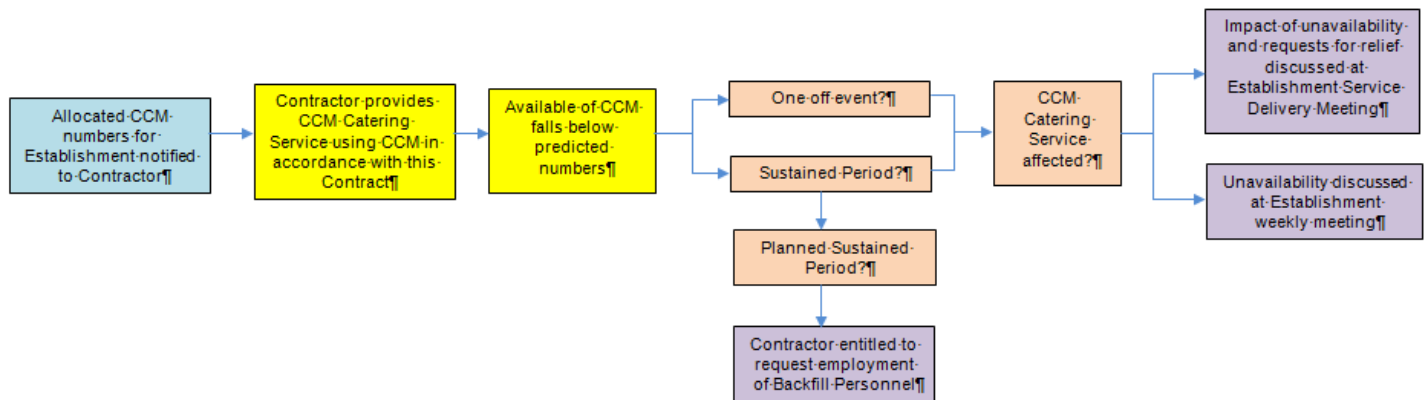


Figure 1

9 ADDITIONAL CCM

9.1 The *Employer* may, in the Monthly CCM Plan, notify the *Contractor* that Additional CCM are available and the duration of such availability and the *Contractor* shall:

9.1.1 use reasonable endeavours to include the Additional CCM in the Roster for the relevant month in roles commensurate with their rank, appointment, trade and specialisation; and

9.1.2 within 5 Working Days of receipt of the Monthly CCM Plan notify the Head of Establishment of the number of Additional CCM (if any) which the *Contractor* is able to include in the Roster pursuant to Paragraph 9.1.1, providing details of the relevant Additional CCM including rank, expected role and the number of hours each are required to work.

9.2 Where the *Contractor* has elected to utilise Additional CCM pursuant to Paragraph 9.1.2, the provisions of Paragraphs 2 (*Use of Core Catering Manpower*), 3

(*Command*), 4 (*Training Responsibility*), 5 (*Absence and Illness*) and 7.5 (*Allocation and Rostering*) shall apply to the *Contractor's* utilisation of such Additional CCM.

9.3 The *Employer* has the right to remove Additional CCM at any time.

Appendix 1

Job Descriptions

ARMY					
Ser	Rank	Principal Activity	Military Qualification/Title	Civilian Qualification(s)	Remarks
1.	Private	Food production (mainly under supervision).	Chef Class 3 (Chef Class 2 awarded up to 18 months out of training, subject to successful completion of training objectives)	Inducted to NVQ Level 2 in training, completed in Unit NVQ L2 Customer Service Basic Food Hygiene	
2.	Lance Corporal	Shift supervisor	Chef Class 1	NVQ L2 Facilities Management NVQ L 3 Professional Cookery NVQ L3 Customer Service	
3.	Corporal Sergeant	Production supervisor; day to day kitchen management and production	Production Supervisors Course	NVQ L3 Facilities Management Intermediate Food Hygiene NVQ A1, IQA L4 Food Hygiene	

ROYAL AIR FORCE					
Ser	Rank	Principal Activity	Military Qualification/Title	Civilian Qualification(s)	Remarks
1.	Leading Aircraftman LAC	Logistic Chef : Production (mainly under supervision); use tools and utensils extensively. Receive and issue messing commodities; store foodstuffs correctly; maintain	Chef Defence Chef Basic Course Introductory Deployed Operating Skills (IDO)	National Vocational Qualification(NVQ) Level 2 in professional Cookery(Chef) National Vocational	National Vocational Qualification (NVQ) 2 awarded on successful completion of Trade Ability Tests

ROYAL AIR FORCE					
Ser	Rank	Principal Activity	Military Qualification/Title	Civilian Qualification(s)	Remarks
		<p>accounts; carry out stock checks; maintain an office environment.</p> <p>Logistic Caterer : Food and beverage service (mainly under supervision), service accommodation areas and perform reception duties; maintain an office environment.</p>	<p>Caterer Defence Caterer Basic Course</p> <p>Introductory Deployed Operating Skills (IDO)</p>	<p>Qualification(NVQ) Level 2 in Food and Beverage Service(Caterer)</p> <p>Highfield Awarding Body for Compliance(HABC) Level 2 Award in Health and Safety in the work place</p> <p>Highfield Awarding Body for Compliance(HABC) Level 2 Award in Food Safety in Catering, Qualification Competency Framework (QCF)</p> <p>Functional Skills Level 1 in Maths and English</p> <p>Culminating in an Intermediate Apprenticeship in Hospitality</p>	<p>(TATs) B at Unit.</p> <p>Highfield Awarding Body for Compliance (HABC) awarded during phase 2 training at Catering Training School(CTS)</p> <p>Functional Skills awarded during phase 1 training at RAF Halton</p>
2.	Senior Aircraftman SAC	Logistic Chef : Responsible for producing a comprehensive range of dishes using a full range of cooking methods and skills; have a working knowledge of trade specific	Chef Chef Advanced Skills Course	<p>Defence Caterer/Chef Advanced Skills Course</p> <p>Incorporating: Royal Society for Public</p>	National Vocational Qualification (NVQ) 3 can be attained at own individuals instigation.

ROYAL AIR FORCE					
Ser	Rank	Principal Activity	Military Qualification/Title	Civilian Qualification(s)	Remarks
		<p>management documents; apply knowledge and skills to working in a residence; Senior SAC can act as a shift supervisor as required.</p> <p>Logistic Caterer : Responsible for the competent and confident service of food and beverages using a wide range of methods and skills; prepare, operate and clean down a bar unsupervised; be responsible for stock and non-public money; have a working knowledge of trade-specific documentation; residence or Cabin Crew employment. Senior SAC can act as a shift supervisor as required.</p>	<p>Caterer Caterer Advanced Skills Course</p> <p>Qualified Deployed Skills (Catering Deployed Skills JPA Comp).</p>	<p>Health(RSPH) Level 3 Award in Nutrition for Healthier Foods and Special Diets Chartered Institute of environmental Health(CIEH) Highfield Awarding Body for Compliance(HABC) Level 3 Supervising Food Safety</p> <p>Highfield Awarding Body for Compliance(HABC) Level 2 Award in Customer Service Qualification Competency Framework(QCF)</p>	
3.	Corporal	<p>Logistic Chef : Production supervisor; day-to-day kitchen management and production; compile balanced menus within financial constraints; instigate food demand procedures.</p> <p>Logistic Caterer : Day-to-day</p>	<p>Chef Supervisor Junior Management and Leadership Course(JMLC)</p> <p>Deployed Skills Commanders Course (3MCS) (Catering</p>	<p>Incorporating: Institute of Leadership & Management(ILM) Level 3 in Leadership and Management</p> <p>Catering Training School</p>	

ROYAL AIR FORCE					
Ser	Rank	Principal Activity	Military Qualification/Title	Civilian Qualification(s)	Remarks
		front of house management, Supervise food service; utilise complex technical food service skills; supervise bar operations; supervise reception; supervise the maintenance of accommodation.	<p>Deployed Skills Commander JPA Comp)</p> <p>Caterer Supervisor Junior Management and Leadership Course Junior Management & Leadership Course(JMLC)</p> <p>Deployed Skills Commanders Course (3MCS) (Catering Deployed Skills Commander JPA Comp)</p> <p>Qualified Deployed Skills Trainer</p> <p>Trade Management Training(TMT) 2 Unit Food Hygiene Trainer</p>	<p>Training Assessment & Quality Assurance(TAQA) Level 3 is required for all Catering Training School(CTS) instructors and Catering Apprenticeship Team personnel in the delivery of the Trade Group(TG) apprenticeship programme</p> <p>Training Assessment & Quality Assurance(TAQA) Level 4 is required for all Catering Apprenticeship Team personnel in the delivery of the Trade Group(TG) apprenticeship programme Defence Train the Trainer(DTTT) is required for all instructor duties</p>	
4.	Sergeant,	Logistic Chef Manager : Smaller Unit Responsible for all food services with monetary constraints (public and non-public); Food Safety; Health & Safety at Work(H&SAW); on-the-job/continuation training; implement changes to food	<p>Chef Manager Catering Managers Course</p> <p>Mess Manager Catering Managers Course</p> <p>Catering Retail &</p>	<p>Chartered Institute of environmental Health(CIEH) Highfield Awarding Body for Compliance(HABC) Level 4 Managing Food Safety</p> <p>Incorporating: Institute of Leadership &</p>	

ROYAL AIR FORCE					
Ser	Rank	Principal Activity	Military Qualification/Title	Civilian Qualification(s)	Remarks
		<p>safety systems.</p> <p>Logistic Catering Manager : Front of house management in the mess; deliver trade training to subordinates; plan and manage delivery of a formal function; manage and maintain accommodation services; responsible for charging, receipt and paying-in of non-public money; Health & Safety at Work(H&SAW); on-the-job/continuation training; manage staff gratuities; perform duties of an instructor or Purser, Cabin Supervisor (Cabin Crew duties).</p>	<p>Leisure(CRL) Senior Managers Course - if required for post</p> <p>Intermediate Management and Leadership Course (IMLC)</p>	<p>Management(ILM) Level 5 Award in Leadership and Management</p> <p>Training Assessment & Quality Assurance(TAQA) Level 3 is required for all instructor and Catering Apprenticeship Team duties</p> <p>Training Assessment & Quality Assurance(TAQA) Level 4 is required for all Catering Apprenticeship Team Duties</p> <p>Institute of Leadership & Management(ILM) Level 5 Certificate in Leadership and Management</p>	
5.	Flight Sergeant	<p>Logistic Chef Manager : Responsible for all food services with monetary constraints (public and non-public); Food Safety; Health & Safety at Work(H&SAW); on-the-job/continuation training; implement changes to food safety systems.</p>	<p>Chef Manager</p> <p>Mess Manager</p>		

ROYAL AIR FORCE					
Ser	Rank	Principal Activity	Military Qualification/Title	Civilian Qualification(s)	Remarks
		<p>Logistic Catering Manager : Front of house management in messes; plan and manage delivery of a formal function; manage and maintain accommodation services;); Food Safety; Health & Safety at Work(H&SAW); on-the-job/continuation training responsible for charging, receipt and paying-in of non-public money; manage staff gratuities; perform duties of an instructor or Purser, Cabin Supervisor (Cabin Crew duties).</p>	<p>Catering Retail & Leisure(CRL) Senior Managers Course – If Required</p> <p>Advanced Management and Leadership Course(AMLC)</p>		
6.	Warrant Officer	<p>Logistic Chef Manager : Exercise overall responsibility for Multiple kitchen production systems and Messes; OC Cat Sqn/Flt.</p> <p>Logistic Mess Manager : Exercise overall responsibility for mess management; manage multiple accommodation systems; undertake mess committee responsibilities; OC Cat Sqn/Flt.</p>	<p>Catering Warrant Officer</p> <p>Catering Warrant Officer</p> <p>CRL Managers Course – If Required</p> <p>Warrant Officers Study Period(WOSP) Course</p>	<p>Incorporating:</p> <p>30 Credits toward a Masters in Business Administration (MBA) at Stafford University</p>	

Appendix 2

Predicted CCM

Army Establishments

Chef			CCM (Chef) allocated to the contract		
Unit	Barracks/Station	Location	Band 1	Band 2	Band 3
Royal Lancers	Catterick	Catterick		1	3
RDG	Catterick	Catterick		1	3
4 Scots	Catterick	Catterick		2	3
Light Dragoons	Catterick	Catterick		1	2
2 Yorks	Catterick	Catterick		1	2
1 CS Bn REME	Catterick	Catterick		1	1
32 Engr Regt	Catterick	Catterick		1	1
5 Regt RA	Catterick	Catterick		1	2
2 Lincs	Weeton Brks	Weeton		1	2
2 Merc		Chester		1	2
3 RHA	Newcastle	Albermarle		1	1
6 FLR		Dishforth - Date of unit start TBC		1	2
21 Engr Regt		Ripon		1	1

RAF Establishments

Chef Details			CCM (Chef) allocated to the contract		
Unit	Barracks/Station	Location	Band 1	Band 2	Band 3
RAF Boulmer		Northumberland	0.5	2.5	3.5
RAF Leeming		North Yorkshire	0.5	3.5	6.5
RAF Linton-On-Ouse		North Yorkshire		2	4

Caterer Details			CCM (Cat) allocated to the contract		
Unit	Barracks/Station	Location	Band 1	Band 2	Band 3
RAF Boulmer		Northumberland		0	0
RAF Leeming		North Yorkshire	0.5	1	4
RAF Linton-On-Ouse		North Yorkshire		1	3.5

Navy Establishments

None

GOVERNMENT FURNISHED ASSETS**KITCHEN EQUIPMENT****LOCATION****ELECTRICITY****SITE: Boulmer RAF**

1	Vacuum Packing Machine	BOUL02000106 SABM	Electric
2	Toasted Sandwich Machine	BOUL02000106 SABM	Electric
3	Six Grid Combination Oven	BOUL02000106 SABM	Electric
4	Six Grid Combination Oven	BOUL02000106 SABM	Electric
5	Mobile Double Pan Fryer	BOUL02000106 SABM	Electric
6	Two Ring Boiling Top	BOUL02000106 SABM	Electric
7	Griddle	BOUL02000106 SABM	Electric
8	Mobile Upright Single Door Freezer	BOUL02000106 SABM	Electric
9	Mobile Upright Double Door Freezer	BOUL02000106 SABM	Electric
10	Mobile Upright Double Door Refrigerator	BOUL02000106 SABM	Electric
11	Mobile Two Door Refrigerated Counter	BOUL02000106 SABM	Electric
12	Undercounter Refrigeratore	BOUL02000106 SABM	Electric
13	Two Door Refrigerated Counter	BOUL02000106 SABM	Electric
14	Mobile Blast Chiller/Freezer	BOUL02000106 SABM	Electric
15	Undercounter Refrigeratore	BOUL02000106 SABM	Electric
16	Beverage Machine (incl. in Mobile Steel Sideboard	BOUL02000106 SABM	Electric
17	Wall Mounted Boiler	BOUL02000106 SABM	Electric
18	Mixer	BOUL02000106 SABM	Electric
19	Heavy Duty Slicer	BOUL02000106 SABM	Electric
20	Waste Disposal Unit	BOUL02000106 SABM	Electric
21	Wastepro	BOUL02000106 SABM	Electric
22	Insect Killer	BOUL02000106 SABM	Electric
23	Insect Killer	BOUL02000106 SABM	Electric
24	Mobile Utensil Wash Sink	BOUL02000106 SABM	Electric
25	Bain Marie, Fan Assisted Hot Cupboard	BOUL02000106 SABM	Electric
26	Bain Marie, Fan Assisted Hot Cupboard	BOUL02000106 SABM	Electric
27	Bain Marie, Fan Assisted Hot Cupboard	BOUL02000106 SABM	Electric
28	Mobile Steel Sideboard	BOUL02000106 SABM	Electric
29	H/D top for Mobile Refrigerated Counter	BOUL02000106 SABM	Electric
30	Soup Station	BOUL02000106 SABM	Electric
31	Crockwash Machine	BOUL02000106 SABM	Electric
32	Microwave Oven	BOUL02000106 SABM	Electric
33	Refrigerated Air Curtain	BOUL02000106 SABM	Electric
34	Mobile Heated Plate Dispenser	BOUL02000106 SABM	Electric
35	Refrigerated Display Section	BOUL02000106 SABM	Electric

36	Cup Lowerator (inset in Mobile Steel Sideboard)	BOUL02000106 SABM	Electric
37	Glass Lowerator (Mobile Steel Sideboard)	BOUL02000106 SABM	Electric
38	Insect Killer	BOUL02000106 SABM	Electric
39	Insect Killer	BOUL02000106 SABM	Electric
40	Microwave Oven	BOUL02000106 SABM	Electric
41	Food Processor	BOUL02000106 SABM	Electric
42	Mobile Fridge	BOUL02000106 SABM	Electric
43	Mobile Refrigerated Counter	BOUL02000106 SABM	Electric
44	MOBILE SIX BURNER TOP RANGE	BOUL02000106 SABM	
45	GRILL	BOUL02000106 SABM	
46	Coffee Dispenser	BOUL03000M18 Combined Mess	Electric
47	Microwave Oven	BOUL03000M18 Combined Mess	Electric
48	Cake Display Unit (Chiller)	BOUL03000M18 Combined Mess	Electric
49	Mobile Oil Filtration Unit	BOUL03000M18 Combined Mess	Electric
50	Coffee Dispenser	BOUL03000M18 Combined Mess	Electric
51	Coffee Dispenser	BOUL03000M18 Combined Mess	Electric
52	Chest Freezer	BOUL03000M18 Combined Mess	Electric
53	Chest Freezer	BOUL03000M18 Combined Mess	Electric
54	Chest Freezer	BOUL03000M18 Combined Mess	Electric
55	Chilled Display Cabinet	BOUL03000M18 Combined Mess	Electric
56	Chilled Drinks Cabinet	BOUL03000M18 Combined Mess	Electric
57	Chilled Drinks Cabinet	BOUL03000M18 Combined Mess	Electric
58	Chilled Drinks Cabinet	BOUL03000M18 Combined Mess	Electric
59	Dishwasher	BOUL03000M18 Combined Mess	Electric
60	Cooler	BOUL03000M18 Combined Mess	Electric
61	Milk Cooler	BOUL03000M18 Combined Mess	Electric
62	Milk Cooler	BOUL03000M18 Combined Mess	Electric
63	Double Oven	BOUL03000M18 Combined Mess	Electric
64	Potato Peeler	BOUL03000M18 Combined Mess	Electric
65	Potato Peeler	BOUL03000M18 Combined Mess	Electric
66	Built in Fridge (within servery)	BOUL03000M18 Combined Mess	Electric
67	Fridge Cupboard	BOUL03000M18 Combined Mess	Electric
68	Fridge Cupboard	BOUL03000M18 Combined Mess	Electric
69	Chest Freezer	BOUL03000M18 Combined Mess	Electric
70	Chest Freezer	BOUL03000M18 Combined Mess	Electric
71	Soup Tureen	BOUL03000M18 Combined Mess	Electric
72	Toaster (Rotary)	BOUL03000M18 Combined Mess	Electric
73	Hot Plate 2 Ring	BOUL03000M18 Combined Mess	Electric
74	4 Ring Hob	BOUL03000M18 Combined Mess	Electric
75	Water Softener	BOUL03000M18 Combined Mess	Electric
76	Blast Chiller	BOUL03000M18 Combined Mess	Electric
77	Fridge (double)	BOUL03000M18 Combined Mess	Electric
78	Fridge	BOUL03000M18 Combined Mess	Electric
79	Gastonom 90 Fridge	BOUL03000M18 Combined Mess	Electric
80	Defroster Fridge	BOUL03000M18 Combined Mess	Electric
81	Raw Meat Fridge 3	BOUL03000M18 Combined Mess	Electric
82	Walk-in-Fridge	BOUL03000M18 Combined Mess	Electric
83	Slimline 90 Frezer	BOUL03000M18 Combined Mess	Electric

84	Blast Chiller	BOUL03000M18 Combined Mess	Electric
85	Walk-in-Freezer	BOUL03000M18 Combined Mess	Electric
86	Slimline 90 Fridge	BOUL03000M18 Combined Mess	Electric
87	Freezer (Walk In)	BOUL03000M18 Combined Mess	Electric
88	Fridge (Raw Meat)	BOUL03000M18 Combined Mess	Electric
89	Chilled Salad Bar	BOUL03000M18 Combined Mess	Electric
90	Freezer	BOUL03000M18 Combined Mess	Electric
91	Freezer (3 Door)	BOUL03000M18 Combined Mess	Electric
92	Freezer	BOUL03000M18 Combined Mess	Electric
93	Defroster Fridge	BOUL03000M18 Combined Mess	Electric
94	Freezer	BOUL03000M18 Combined Mess	Electric
95	Fridge	BOUL03000M18 Combined Mess	Electric
96	Scotsman Icemaker	BOUL03000M18 Combined Mess	Electric
97	Ice Maker	BOUL03000M18 Combined Mess	Electric
98	Chilled Unit	BOUL03000M18 Combined Mess	Electric
99	Chilled Display Cabinet	BOUL03000M18 Combined Mess	Electric
100	Chilled Display Cabinet	BOUL03000M18 Combined Mess	Electric
101	Fridge (Double)	BOUL03000M18 Combined Mess	Electric
102	Fridge	BOUL03000M18 Combined Mess	Electric
103	Fridge Unit	BOUL03000M18 Combined Mess	Electric
104	Fridge No.1	BOUL03000M18 Combined Mess	Electric
105	Fridge No.5	BOUL03000M18 Combined Mess	Electric
106	Bread Freezer D	BOUL03000M18 Combined Mess	Electric
107	Fridge Unit 6 (1 door)	BOUL03000M18 Combined Mess	Electric
108	Chest Freezer	BOUL03000M18 Combined Mess	Electric
109	Pressure Steamer (bench)	BOUL03000M18 Combined Mess	Electric
110	Heated Trolley	BOUL03000M18 Combined Mess	Electric
111	Heated Trolley	BOUL03000M18 Combined Mess	Electric
112	Mixer	BOUL03000M18 Combined Mess	Electric
113	Water Treatment Unit	BOUL03000M18 Combined Mess	Electric
114	Rack Dishwasher	BOUL03000M18 Combined Mess	Electric
115	Convactor Pastry Oven	BOUL03000M18 Combined Mess	Electric
116	Food Mixer (bench)	BOUL03000M18 Combined Mess	Electric
117	Oven (Steam)	BOUL03000M18 Combined Mess	Electric
118	Mixer (Floor Mounted)	BOUL03000M18 Combined Mess	Electric
119	Glass washer	BOUL03000M18 Combined Mess	Electric
120	Water Boiler/Café Set	BOUL03000M18 Combined Mess	Electric
121	Waste Disposal Unit	BOUL03000M18 Combined Mess	Electric
122	Insecta Flash	BOUL03000M18 Combined Mess	Electric
123	Insect Killer	BOUL03000M18 Combined Mess	Electric
124	Insect Killer	BOUL03000M18 Combined Mess	Electric
125	Insect Killer	BOUL03000M18 Combined Mess	Electric
126	Insect Killer	BOUL03000M18 Combined Mess	Electric
127	Insect Killer	BOUL03000M18 Combined Mess	Electric
128	Food Slicer	BOUL03000M18 Combined Mess	Electric
129	Fridge	BOUL03000M18 Combined Mess	Electric
130	Heated Flatplate Carvery Unit	BOUL03000M18 Combined Mess	Electric
131	Water Boiler/Café Set	BOUL03000M18 Combined Mess	Electric
132	Deep Fat Fryer (Double)	BOUL03000M18 Combined Mess	Electric
133	Portable Hot Plate (Carvery)	BOUL03000M18 Combined Mess	Electric

134	Griddle	BOUL03000M18 Combined Mess	Electric
135	Upright Fridge	BOUL03000M18 Combined Mess	Electric
136	Microwave Oven	BOUL03000M18 Combined Mess	Electric
137	Microwave Oven	BOUL03000M18 Combined Mess	Electric
138	Milk Dispenser	BOUL03000M18 Combined Mess	Electric
139	Cold Trolley	BOUL03000M18 Combined Mess	Electric
140	Chilled Unit	BOUL03000M18 Combined Mess	Electric
141	Heated Trolley	BOUL03000M18 Combined Mess	Electric
142	Heated Trolley	BOUL03000M18 Combined Mess	Electric
143	Bain Marie	BOUL03000M18 Combined Mess	Electric
144	Bain Marie	BOUL03000M18 Combined Mess	Electric
145	Bain Marie	BOUL03000M18 Combined Mess	Electric
146	Hot Cupboard	BOUL03000M18 Combined Mess	Electric
147	Hot Cupboard	BOUL03000M18 Combined Mess	Electric
148	Hot Cupboard	BOUL03000M18 Combined Mess	Electric
149	Hot Cupboard	BOUL03000M18 Combined Mess	Electric
150	Hot Cupboard	BOUL03000M18 Combined Mess	Electric
151	Hot Cupboard	BOUL03000M18 Combined Mess	Electric
152	Portable 4 Pot Bain Marie	BOUL03000M18 Combined Mess	Electric
153	Sandwich Maker	BOUL03000M18 Combined Mess	Electric
154	Sterilising Sink	BOUL03000M18 Combined Mess	Electric
155	Sterilising Sink	BOUL03000M18 Combined Mess	Electric
156	Food Processor	BOUL03000M18 Combined Mess	Electric
157	Chilled Drinks Cabinet	BOUL03000M18 Combined Mess	Electric
158	Chilled Drinks Cabinet	BOUL03000M18 Combined Mess	Electric
159	Beverage Cooler & Dispenser	BOUL03000M18 Combined Mess	Electric
160	Waste Disposal Unit	BOUL03000M18 Combined Mess	Electric
161	Waste Disposal Unit	BOUL03000M18 Combined Mess	Electric
162	Deep Fat Fryer (1 basket)	BOUL03000M18 Combined Mess	Electric
163	Frost Freezer	BOUL03000M18 Combined Mess	Electric
164	Drinks Dispenser (Double)	BOUL03000M18 Combined Mess	Electric
165	Drinks Dispenser (Double)	BOUL03000M18 Combined Mess	Electric
166	Gravity Feed Slicer	BOUL03000M18 Combined Mess	Electric
167	Bain Marie + Hot Cupboard	BOUL03000M18 Combined Mess	Electric
168	Bain Marie + Hot Cupboard	BOUL03000M18 Combined Mess	Electric
169	Plate Warmer	BOUL03000M18 Combined Mess	Electric
170	Plate Warmer	BOUL03000M18 Combined Mess	Electric
171	Plate Warmer	BOUL03000M18 Combined Mess	Electric
172	Plate Warmer	BOUL03000M18 Combined Mess	Electric
173	Fridge	BOUL03000M18 Combined Mess	Electric
174	GAS FIRED CONVECTION OVEN	BOUL03000M18 Combined Mess	
175	GAS FIRED CONVECTION OVEN	BOUL03000M18 Combined Mess	
176	GAS FIRED STEAM OVEN	BOUL03000M18 Combined Mess	
177	GAS FIRED GRIDDLE	BOUL03000M18 Combined Mess	
178	GAS FIRED GRIDDLE	BOUL03000M18 Combined Mess	
179	6 Plate Range & Oven	BOUL03000M18 Combined Mess	
180	GAS FIRED BOILING PAN SB114	BOUL03000M18 Combined Mess	
181	GAS FIRED BRAT PAN	BOUL03000M18 Combined Mess	
182	GAS FIRED BRAT PAN	BOUL03000M18 Combined Mess	
183	GAS FIRED DEEP FAT FRYER	BOUL03000M18 Combined Mess	

184	Combination Oven	BOUL03000M18 Combined Mess	
185	GAS FIRED COMBI STEAMER	BOUL03000M18 Combined Mess	
186	GAS FIRED SOLID TOP COOKER	BOUL03000M18 Combined Mess	
187	GAS FIRED SALAMANDER GRILL	BOUL03000M18 Combined Mess	
188	GAS FIRED 4 RING BOILING TOP	BOUL03000M18 Combined Mess	
189	GAS FIRED 4 PLATE BOILING TOP	BOUL03000M18 Combined Mess	
190	GAS FIRED SALAMANDER GRILL	BOUL03000M18 Combined Mess	
191	Bread Toaster	BOUL03000M32 Officers Mess	Electric
192	Mobile Chillwill Trolley	BOUL03000M32 Officers Mess	Electric
193	Bain Marie	BOUL03000M32 Officers Mess	Electric
194	Bain Marie	BOUL03000M32 Officers Mess	Electric
195	Refrigerated Cabinet	BOUL03000M32 Officers Mess	Electric
196	Plate Warmer/Lowerator	BOUL03000M32 Officers Mess	Electric
197	Plate Warmer/Lowerator	BOUL03000M32 Officers Mess	Electric
198	Refrigerated Display Cabinet	BOUL03000M32 Officers Mess	Electric
199	Chest Freezer	BOUL03000M32 Officers Mess	Electric
200	Potato /Vegetable Cutter	BOUL03000M32 Officers Mess	Electric
201	Coffee Machine	BOUL03000M32 Officers Mess	Electric
202	Soup Boiler	BOUL03000M32 Officers Mess	Electric
203	Microwave Oven	BOUL03000M32 Officers Mess	Electric
204	Food Processor	BOUL03000M32 Officers Mess	Electric
205	Chilled Served Unit	BOUL03000M32 Officers Mess	Electric
206	Boiling Pan	BOUL03000M32 Officers Mess	Electric
207	Deep Fat Fryer	BOUL03000M32 Officers Mess	Electric
208	Boiling Rings	BOUL03000M32 Officers Mess	Electric
209	Griddle	BOUL03000M32 Officers Mess	Electric
210	Mini Salamander Grill	BOUL03000M32 Officers Mess	Electric
211	Deep Fat Fryer	BOUL03000M32 Officers Mess	Electric
212	Convection Oven	BOUL03000M32 Officers Mess	Electric
213	Blast Chiller	BOUL03000M32 Officers Mess	Electric
214	2 door fridge	BOUL03000M32 Officers Mess	Electric
215	Freezer	BOUL03000M32 Officers Mess	Electric
216	Fridge	BOUL03000M32 Officers Mess	Electric
217	Fridge	BOUL03000M32 Officers Mess	Electric
218	Fridge (for drinks)	BOUL03000M32 Officers Mess	Electric
219	Convection Steamer	BOUL03000M32 Officers Mess	Electric
220	Combi Oven/Steam/Oven	BOUL03000M32 Officers Mess	Electric
221	Combi Oven/Steam/Oven	BOUL03000M32 Officers Mess	Electric
222	Meat Slicer	BOUL03000M32 Officers Mess	Electric
223	Mixer	BOUL03000M32 Officers Mess	Electric
224	Dishwasher	BOUL03000M32 Officers Mess	Electric
225	Waste Disposal Unit	BOUL03000M32 Officers Mess	Electric
226	Scourer Unit - Pot Boy	BOUL03000M32 Officers Mess	Electric
227	Waste Disposal Unit	BOUL03000M32 Officers Mess	Electric
228	Insectacutor	BOUL03000M32 Officers Mess	Electric
229	Insecto Flash Unit	BOUL03000M32 Officers Mess	Electric
230	Cold Drinks Dispenser	BOUL03000M32 Officers Mess	Electric
231	Table Top Portable Carvery	BOUL03000M32 Officers Mess	Electric
232	Hot Water Boiler	BOUL03000M32 Officers Mess	Electric
233	Microwave Oven	BOUL03000M32 Officers Mess	Electric

234	Potato Peeler	BOUL03000M32 Officers Mess	Electric
235	Hotplate	BOUL03000M32 Officers Mess	Electric
236	Heated Trolley	BOUL03000M32 Officers Mess	Electric
237	Heated Trolley	BOUL03000M32 Officers Mess	Electric
238	Heated Trolley	BOUL03000M32 Officers Mess	Electric
239	Portable Bain Marie	BOUL03000M32 Officers Mess	Electric
240	Portable Bain Marie	BOUL03000M32 Officers Mess	Electric
241	Insectacutor	BOUL03000M32 Officers Mess	Electric
242	Insectacutor	BOUL03000M32 Officers Mess	Electric
243	Microwave Oven	BOUL03000M32 Officers Mess	Electric
244	Portable Food Mixer	BOUL03000M32 Officers Mess	Electric
245	Food Mixer	BOUL03000M32 Officers Mess	Electric
246	Toaster (6 slice)	BOUL03000M32 Officers Mess	Electric
247	Toaster (6 slice)	BOUL03000M32 Officers Mess	Electric
248	Toaster (6 slice)	BOUL03000M32 Officers Mess	Electric
249	Solid Top Range	BOUL03000M32 Officers Mess	Electric
250	Solid Top Range	BOUL03000M32 Officers Mess	Electric
251	Brat Pan	BOUL03000M32 Officers Mess	Electric
252	Hot Cupboard	BOUL03000M32 Officers Mess	Electric
253	Solid Top Range with oven	BOUL03000M32 Officers Mess	Electric
254	Deep Fat Fryer	BOUL03000M32 Officers Mess	Electric
255	Hot Cupboard	BOUL03000M32 Officers Mess	Electric
256	Hot Cupboard	BOUL03000M32 Officers Mess	Electric
257	Heated Rinsing Sink	BOUL03000M32 Officers Mess	Electric
258	Salamander Oven	BOUL03000M32 Officers Mess	Electric
259	Ice Cream Display Unit	BOUL03000M32 Officers Mess	Electric
260	Portable Hot Plate	BOUL03000M32 Officers Mess	Electric
261	Portable Hot Plate	BOUL03000M32 Officers Mess	Electric

Site: Catterick - Alma Barracks

1	Electric Cooker	ALMA00000001 Officers Mess Bungalow (SLA-Permanent)	Electric
2	Waste Disposal Unit	ALMA00000002 Officers Mess (SLA-Permanent)	Electric
3	Fridge 1	ALMA00000002 OFFICERS MESS (SLA-Permanent)	Electric
4	Freezer 2	ALMA00000002 OFFICERS MESS (SLA-Permanent)	Electric
5	Fridge 2	ALMA00000002 OFFICERS MESS (SLA-Permanent)	Electric
6	Freezer	ALMA00000002 OFFICERS MESS (SLA-Permanent)	Electric
7	Upright Freezer	ALMA00000002 OFFICERS MESS (SLA-Permanent)	Electric
8	Fridge	ALMA00000002 OFFICERS MESS (SLA-Permanent)	Electric
9	Blast Chiller Cabinet	ALMA00000002 OFFICERS MESS (SLA-Permanent)	Electric

10	Upright Single door Freezer	ALMA00000002 OFFICERS MESS (SLA-Permanent)	Electric
11	Combination Oven Electric	ALMA00000002 OFFICERS MESS (SLA-Permanent)	Electric
12	Tea Boiler	ALMA00000002 OFFICERS MESS (SLA-Permanent)	Electric
13	OVEN RANGE	ALMA00000002 OFFICERS MESS (SLA-Permanent)	
14	Grill	ALMA00000002 OFFICERS MESS (SLA-Permanent)	
15	FAT FRYER	ALMA00000002 OFFICERS MESS (SLA-Permanent)	
16	OVEN RANGE	ALMA00000002 OFFICERS MESS (SLA-Permanent)	
17	Freezer 4	ALMA00000018 SGTS MESS (SLA-Permanent)	Electric
18	Fridge 1	ALMA00000018 SGTS MESS (SLA-Permanent)	Electric
19	Blast Chiller	ALMA00000018 SGTS MESS (SLA-Permanent)	Electric
20	Fridge 2	ALMA00000018 SGTS MESS (SLA-Permanent)	Electric
21	Freezer 3	ALMA00000018 SGTS MESS (SLA-Permanent)	Electric
22	Upright Refrigerator	ALMA00000018 SGTS MESS (SLA-Permanent)	Electric
23	Steam Oven	ALMA00000018 SGTS MESS (SLA-Permanent)	
24	Deep Fat Fryer	ALMA00000018 SGTS MESS (SLA-Permanent)	
25	GRILL	ALMA00000018 SGTS MESS (SLA-Permanent)	
26	OVEN RANGE 1	ALMA00000018 SGTS MESS (SLA-Permanent)	
27	OVEN RANGE 2	ALMA00000018 SGTS MESS (SLA-Permanent)	
28	Water Boiler	ALMA00000018 SGTS MESS (SLA-Permanent)	
29	Hot Cupboard	ALMA00000018 SGTS MESS (SLA-Permanent)	
30	Single door freezer	ALMA00000018 SGTS MESS (SLA-Permanent)	

Site: Catterick - Beach Head Lines

1	Upright Cabinet	YRPS02000003 WOs & Sergeants Mixed Accommodation (SLA-Permanent)	Electric
2	Fridge 1	YRPS02000003	Electric
3	Fridge 2	YRPS02000003	Electric

4	Blast Chiller	YRPS02000003	Electric
5	Domestic Fridge	YRPS02000003	Electric
6	Fridge	YRPS02000003	Electric
7	Display Chiller	YRPS02000003	Electric
8	Display Fridge	YRPS02000003	Electric
9	Cold Plate	YRPS02000003	Electric

Site: **Catterick - Bourlon Bks**

1	Mobile Hot Plate	BRLN00000008 OFFICERS MESS (SLA-Permanent)	Electric
2	Mobile Hot Cupboard	BRLN00000008	Electric
3	Dishwasher 12.1 Kw	BRLN00000008	Electric
4	Food Mixer	BRLN00000008	Electric
5	Fridge	BRLN00000008	Electric
6	Freezer	BRLN00000008	Electric
7	Freezer 2	BRLN00000008	Electric
8	Fridge N/K	BRLN00000008	Electric
9	Blast Chiller	BRLN00000008	Electric
10	Ice Maker	BRLN00000008	Electric
11	Microwave 2.8 KW	BRLN00000008	Electric
12	Fly Killer	BRLN00000008	Electric
13	Water Boiler	BRLN00000008	Electric
14	Fly Killer	BRLN00000008	Electric
15	Fly Killer	BRLN00000008	Electric
16	Steaming Oven 9.4 Kw	BRLN00000008	Electric
17	Freezer	BRLN00000008	Electric
18	Fridge 3	BRLN00000008	Electric
19	Deep Fat Fryer	BRLN00000008	
20	Deep Fat Fryer 2	BRLN00000008	
21	Solid Top range	BRLN00000008	
22	Oven Range	BRLN00000008	
23	Gas Grill	BRLN00000008	
24	Bratt Pan	BRLN00000008	
25	Fridge	BRLN00000011 SANDHURST BLOCK (SLA-Permanent)	Electric
26	Freezer	BRLN00000011	Electric
27	Cold Display	BRLN00000011	Electric
28	Cold Display R404A	BRLN00000011	Electric
29	Deep Fat Fryer	BRLN00000022 WOs & SGTs MESS (SLA-Permanent)	Electric
30	Hot Plate	BRLN00000022	Electric
31	Blast Chiller R22	BRLN00000022	Electric
32	Fridge	BRLN00000022	Electric
33	Fridge	BRLN00000022	Electric
34	Fridge	BRLN00000022	Electric
35	Freezer	BRLN00000022	Electric
36	Freezer	BRLN00000022	Electric
37	Fridge	BRLN00000022	Electric
38	Freezer	BRLN00000022	Electric

39	FRidge	BRLN00000022	Electric
40	Refrigerator	BRLN00000022	Electric
41	Veg Paring M/C	BRLN00000022	Electric
42	Microwave	BRLN00000022	Electric
43	Dishwasher	BRLN00000022	Electric
44	Dishwasher	BRLN00000022	Electric
45	Convactor Oven	BRLN00000022	Electric
46	Food Mixer	BRLN00000022	Electric
47	Potato Rumbler	BRLN00000022	Electric
48	Waste Disposal	BRLN00000022	Electric
49	Waste Disposal	BRLN00000022	Electric
50	Water Boiler	BRLN00000022	Electric
51	Hot Plate	BRLN00000022	Electric
52	Bain Marie	BRLN00000022	Electric
53	Cold Display	BRLN00000022	Electric
54	Fly Killer	BRLN00000022	Electric
55	Fly Killer	BRLN00000022	Electric
56	Fly Killer	BRLN00000022	Electric
57	Fly Killer	BRLN00000022	Electric
58	Grill	BRLN00000022	Electric
59	Salamander Grill	BRLN00000022	
60	Gas Cooking Range	BRLN00000022	

Site: Catterick - Cambrai Bks

1	Chest Freezer	CMBR02000010 4 Brigade Presonnel Recovery Unit	Electric
2	Upright Freezer	CMBR02000010	Electric
3	Upright Refrigerator	CMBR02000010	Electric
4	Blast Chiller	CMBR02000010	Electric
5	Upright Refrigerator 2 door	CMBR02000010	Electric
6	Chiller Cabinet	CMBR02000010	Electric
7	Hot Plate Servery	CMBR02000010	Electric
8	Hot Plate Servery	CMBR02000010	Electric
9	Microwave	CMBR02000010	Electric
10	Fridge	CMBR02000026 WOS/SGTS MESS (SLA-Permanent)	Electric
11	Freezer	CMBR02000026	Electric
12	Fridge R134A 360 g	CMBR02000026	Electric
13	Fridge	CMBR02000026	Electric
14	2 Door Upright Freezer	CMBR02000026	Electric
15	Chilled Display N/K	CMBR02000026	Electric
16	Microwave	CMBR02000026	
17	Cooking Range	CMBR02000026	
18	Bratt Pan	CMBR02000026	
19	Grill	CMBR02000026	
20	Deep Fat Fryer 1	CMBR02000026	
21	Deep Fat Fryer 2	CMBR02000026	
22	Gas Combination Oven	CMBR02000026	Electric

23	Freezer	CMBR02000040 OFFICERS MESS (SLA-Permanent)	Electric
24	Freezer	CMBR02000040	Electric
25	Fridge	CMBR02000040	Electric
26	2 door Upright Cabinet	CMBR02000040	Electric
27	Microwave	CMBR02000040	Electric
28	Freezer	CMBR02000040	Electric
29	Fridge	CMBR02000040	
30	Oven Range	CMBR02000040	
31	Oven Range 2	CMBR02000040	
32	Gas Grill	CMBR02000040	
33	Steam Oven	CMBR02000040	
34	Fat Fryer	CMBR02000040	
35	Bratt Pan	CMBR02000040	

Site: Catterick - Gaza Bks

		OFFICERS' MESS	
1	Dishwasher	GAZA00000028 Officers' Mess (SLA-Permanent)	Electric
2	Food Mixer	GAZA00000028 Officers' Mess (SLA-Permanent)	Electric
3	Potato Rumbler	GAZA00000028 Officers' Mess (SLA-Permanent)	Electric
4	Fridge	GAZA00000028 Officers' Mess (SLA-Permanent)	Electric
5	Fridge	GAZA00000028 Officers' Mess (SLA-Permanent)	Electric
6	Freezer	GAZA00000028 Officers' Mess (SLA-Permanent)	Electric
7	Fridge	GAZA00000028 Officers' Mess (SLA-Permanent)	Electric
8	Fridge	GAZA00000028 Officers' Mess (SLA-Permanent)	Electric
9	Fridge	GAZA00000028 Officers' Mess (SLA-Permanent)	Electric
10	Blast Chiller	GAZA00000028 Officers' Mess (SLA-Permanent)	Electric
11	Upright Freezer	GAZA00000028 Officers' Mess (SLA-Permanent)	Electric
12	2 Door Upright Freezer	GAZA00000028 Officers' Mess (SLA-Permanent)	Electric
13	Steam Oven	GAZA00000028 Officers' Mess (SLA-Permanent)	Electric
14	Waste Disposal	GAZA00000028 Officers' Mess (SLA-Permanent)	Electric
15	Water Boiler	GAZA00000028 Officers' Mess (SLA-Permanent)	Electric
16	Cold Display	GAZA00000028 Officers' Mess (SLA-Permanent)	Electric

17	Hot Cupboard	GAZA00000028 Officers' Mess (SLA-Permanent)	Electric
18	Hot Cupboard	GAZA00000028 Officers' Mess (SLA-Permanent)	Electric
19	Hot Cupboard	GAZA00000028 Officers' Mess (SLA-Permanent)	Electric
20	Heated Sink	GAZA00000028 Officers' Mess (SLA-Permanent)	Electric
21	Fly Killer	GAZA00000028 Officers' Mess (SLA-Permanent)	Electric
22	Fly Killer	GAZA00000028 Officers' Mess (SLA-Permanent)	Electric
23	Microwave	GAZA00000028 Officers' Mess (SLA-Permanent)	Electric
24	Sorbet Maker	GAZA00000028 Officers' Mess (SLA-Permanent)	Electric
25	Microwave 1850 Watts	GAZA00000028 Officers' Mess (SLA-Permanent)	Electric
26	Mobile Hot Cupboard 2025 Kw	GAZA00000028 Officers' Mess (SLA-Permanent)	Electric
27	Fridge	GAZA00000028 Officers' Mess (SLA-Permanent)	Electric
28	Grill 1	GAZA00000028 Officers' Mess (SLA-Permanent)	
29	Oven Range 1	GAZA00000028 Officers' Mess (SLA-Permanent)	
	Fat Fryer	GAZA00000028 Officers' Mess (SLA-Permanent)	
	Brat Pan	GAZA00000028 Officers' Mess (SLA-Permanent)	
	Convector Oven	GAZA00000028 Officers' Mess (SLA-Permanent)	
	NG Oven Range	GAZA00000028 Officers' Mess (SLA-Permanent)	
	Water Boiler	GAZA000000207 Offices/Garages	Electric
	Zip Hydroboil Water Boiler	GAZA000000207 Offices/Garages	Electric
		WO's & SGTS MESS	
	Grill	GAZA000000215 WO's and Sgt'S Mess Accom	
	Fryer	GAZA000000215 WO's and Sgt'S Mess Accom	Electric
	Microwave	GAZA000000215 WO's and Sgt'S Mess Accom	Electric
	Panini Machcine	GAZA000000215 WO's and Sgt'S Mess Accom	Electric
	Hot Plate	GAZA000000215 WO's and Sgt'S Mess Accom	Electric
	Dishwasher	GAZA000000215 WO's and Sgt'S Mess Accom	Electric

Waste Pro Disposal	GAZA00000215 WO's and Sgt'S Mess Accom	Electric
Water Boiler	GAZA00000215 WO's and Sgt'S Mess Accom	Electric
Hobart Mixer	GAZA00000215 WO's and Sgt'S Mess Accom	Electric
Robot Coupe	GAZA00000215 WO's and Sgt'S Mess Accom	Electric
Oven Combi	GAZA00000215 WO's and Sgt'S Mess Accom	Electric
Blast Chiller	GAZA00000215 WO's and Sgt'S Mess Accom	
Brat Pan	GAZA00000215 WO's and Sgt'S Mess Accom	Electric
Oil Filter	GAZA00000215 WO's and Sgt'S Mess Accom	Electric
Fridge	GAZA00000215 WO's and Sgt'S Mess Accom	Electric
Freezer	GAZA00000215 WO's and Sgt'S Mess Accom	Electric
Potato Rumbler	GAZA00000215 WO's and Sgt'S Mess Accom	Electric
Slicing machine	GAZA00000215 WO's and Sgt'S Mess Accom	Electric
Meat Slicer	GAZA00000215 WO's and Sgt'S Mess Accom	
Stove Range	GAZA00000215 WO's and Sgt'S Mess Accom	
	JUNIOR RANKS	Electric
Walk In Fridge	GAZA00000201 Junior Ranks	Electric
Walk In Freezer	GAZA00000201 Junior Ranks	
Grill	GAZA00000201 Junior Ranks	
Stove Range	GAZA00000201 Junior Ranks	
Solid top with oven	GAZA00000201 Junior Ranks	
Fryer	GAZA00000201 Junior Ranks	
Fryer	GAZA00000201 Junior Ranks	Electric
Combi Oven	GAZA00000201 Junior Ranks	Electric
Combi Oven	GAZA00000201 Junior Ranks	Electric
Combi Oven	GAZA00000201 Junior Ranks	Electric
Mixer	GAZA00000201 Junior Ranks	Electric
Food waste machine	GAZA00000201 Junior Ranks	Electric
Water Boiler	GAZA00000201 Junior Ranks	Electric
Potato Rumbler	GAZA00000201 Junior Ranks	Electric
Dish Washer	GAZA00000201 Junior Ranks	Electric
Dish Washer	GAZA00000201 Junior Ranks	Electric
Chill Display Cabinet	GAZA00000201 Junior Ranks	Electric
Chill Display Cabinet	GAZA00000201 Junior Ranks	Electric
Chill Display Cabinet	GAZA00000201 Junior Ranks	Electric
Fryer	GAZA00000201 Junior Ranks	Electric
Fryer	GAZA00000201 Junior Ranks	Electric

Chill Display Cabinet	GAZA00000201 Junior Ranks	Electric
Coffee Machine	GAZA00000201 Junior Ranks	Electric
Fixed Hot Plate Unit	GAZA00000201 Junior Ranks	Electric
Fixed Hot Plate Unit	GAZA00000201 Junior Ranks	Electric
Fixed Hot Plate Unit	GAZA00000201 Junior Ranks	Electric
Fixed Hot Plate Unit	GAZA00000201 Junior Ranks	Electric
Fixed Hot Plate Unit	GAZA00000201 Junior Ranks	Electric
Fixed Hot Plate Unit	GAZA00000201 Junior Ranks	Electric
Fixed Hot Plate Unit	GAZA00000201 Junior Ranks	Electric
Fixed Hot Plate Unit	GAZA00000201 Junior Ranks	Electric
Blast Chiller	GAZA00000201 Junior Ranks	
BRAT PAN	GAZA00000201 Junior Ranks	
Cabinet Fridge	GAZA00000201 Junior Ranks	Electric
Cabinet Freezer	GAZA00000201 Junior Ranks	Electric
Merry Chef	GAZA00000201 Junior Ranks	Electric
Chain Toaster	GAZA00000201 Junior Ranks	Electric
Juice Dispenser	GAZA00000201 Junior Ranks	Electric

Site: Catterick - Marne Barracks

	Sgts' Mess	
Bratt Pan	MRNE00000028 Sgts Mess (SLA-Permanent)	Electric
Hot Plate	MRNE00000028 Sgts Mess (SLA-Permanent)	Electric
Chest Freezer	MRNE00000028 Sgts Mess (SLA-Permanent)	Electric
Toaster	MRNE00000028 Sgts Mess (SLA-Permanent)	Electric
Steam Oven	MRNE00000028 Sgts Mess (SLA-Permanent)	Electric
Solid Top Oven	MRNE00000028 Sgts Mess (SLA-Permanent)	Electric
Solid Top Oven	MRNE00000028 Sgts Mess (SLA-Permanent)	Electric
Fish Fryer	MRNE00000028 Sgts Mess (SLA-Permanent)	Electric
Fridge 6	MRNE00000028 Sgts Mess (SLA-Permanent)	Electric
Fridge 3	MRNE00000028 Sgts Mess (SLA-Permanent)	Electric
FreezFer 2	MRNE00000028 Sgts Mess (SLA-Permanent)	Electric
Fridge	MRNE00000028 Sgts Mess (SLA-Permanent)	Electric
Freezer	MRNE00000028 Sgts Mess (SLA-Permanent)	Electric
Freezer	MRNE00000028 Sgts Mess (SLA-Permanent)	Electric

2 door Upright Freezer	MRNE00000028 Sgts Mess (SLA-Permanent)	Electric
Blast Chiller	MRNE00000028 Sgts Mess (SLA-Permanent)	Electric
Food Mixer	MRNE00000028 Sgts Mess (SLA-Permanent)	Electric
Microwave	MRNE00000028 Sgts Mess (SLA-Permanent)	Electric
Grill	MRNE00000028 Sgts Mess (SLA-Permanent)	Electric
Grill 2	MRNE00000028 Sgts Mess (SLA-Permanent)	Electric
Dishwasher	MRNE00000028 Sgts Mess (SLA-Permanent)	Electric
Waste Disposal	MRNE00000028 Sgts Mess (SLA-Permanent)	Electric
Water Boiler	MRNE00000028 Sgts Mess (SLA-Permanent)	Electric
Potato Rumbler	MRNE00000028 Sgts Mess (SLA-Permanent)	Electric
Cold Counter	MRNE00000028 Sgts Mess (SLA-Permanent)	Electric
Cold Counter	MRNE00000028 Sgts Mess (SLA-Permanent)	Electric
Fly Killer	MRNE00000028 Sgts Mess (SLA-Permanent)	Electric
Fly Killer	MRNE00000028 Sgts Mess (SLA-Permanent)	Electric
Fly Killer	MRNE00000028 Sgts Mess (SLA-Permanent)	Electric
Fly Killer	MRNE00000028 Sgts Mess (SLA-Permanent)	Electric
Food Processor	MRNE00000028 Sgts Mess (SLA-Permanent)	Electric
Plate Lowerator	MRNE00000028 Sgts Mess (SLA-Permanent)	Electric
Hot Cupboard	MRNE00000028 Sgts Mess (SLA-Permanent)	Electric
Hot Cupboard	MRNE00000028 Sgts Mess (SLA-Permanent)	Electric
Fish Fryer	MRNE00000028 Sgts Mess (SLA-Permanent)	Electric
	Officers' Mess	
Hot Sink	MRNE00000031 Officers Mess (SLA-Permanent) [LISTED]	Electric
Toaster	MRNE00000031 Officers Mess (SLA-Permanent) [LISTED]	Electric
Bratt Pan	MRNE00000031 Officers Mess (SLA-Permanent) [LISTED]	Electric

Grill	MRNE00000031 Officers Mess (SLA-Permanent) [LISTED]	Electric
Solid Top Oven	MRNE00000031 Officers Mess (SLA-Permanent) [LISTED]	Electric
Solid Top Oven	MRNE00000031 Officers Mess (SLA-Permanent) [LISTED]	Electric
Grill	MRNE00000031 Officers Mess (SLA-Permanent) [LISTED]	Electric
Blast Chiller	MRNE00000031 Officers Mess (SLA-Permanent) [LISTED]	Electric
Fridge	MRNE00000031 Officers Mess (SLA-Permanent) [LISTED]	Electric
Freezer	MRNE00000031 Officers Mess (SLA-Permanent) [LISTED]	Electric
Freezer	MRNE00000031 Officers Mess (SLA-Permanent) [LISTED]	Electric
Freezer	MRNE00000031 Officers Mess (SLA-Permanent) [LISTED]	Electric
Refrigerated Counter	MRNE00000031 Officers Mess (SLA-Permanent) [LISTED]	Electric
2 door upright refrigerator	MRNE00000031 Officers Mess (SLA-Permanent) [LISTED]	Electric
Fan Convector Oven	MRNE00000031 Officers Mess (SLA-Permanent) [LISTED]	Electric
Dishwasher	MRNE00000031 Officers Mess (SLA-Permanent) [LISTED]	Electric
Food Mixer	MRNE00000031 Officers Mess (SLA-Permanent) [LISTED]	Electric
Waste Disposal	MRNE00000031 Officers Mess (SLA-Permanent) [LISTED]	Electric
Potato Rumbler	MRNE00000031 Officers Mess (SLA-Permanent) [LISTED]	Electric
Water Boiler	MRNE00000031 Officers Mess (SLA-Permanent) [LISTED]	Electric
Hot Plate	MRNE00000031 Officers Mess (SLA-Permanent) [LISTED]	Electric
Fly Killer	MRNE00000031 Officers Mess (SLA-Permanent) [LISTED]	Electric
Fly Killer	MRNE00000031 Officers Mess (SLA-Permanent) [LISTED]	Electric
Fly Killer	MRNE00000031 Officers Mess (SLA-Permanent) [LISTED]	Electric
Fly Killer	MRNE00000031 Officers Mess (SLA-Permanent) [LISTED]	Electric
Combi Oven	MRNE00000031 Officers Mess (SLA-Permanent) [LISTED]	Electric
Food Processor	MRNE00000031 Officers Mess (SLA-Permanent) [LISTED]	Electric
Microwave	MRNE00000031 Officers Mess (SLA-Permanent) [LISTED]	Electric

Hot Cupboard	MRNE00000031 Officers Mess (SLA-Permanent) [LISTED]	Electric
Hot Cupboard	MRNE00000031 Officers Mess (SLA-Permanent) [LISTED]	Electric
Fish Fryer	MRNE00000031 Officers Mess (SLA-Permanent) [LISTED]	Electric
Ice Maker	MRNE00000031 Officers Mess (SLA-Permanent) [LISTED]	Electric
Fridge 2 Door	MRNE00000031 Officers Mess (SLA-Permanent) [LISTED]	Electric
	Junior Ranks Mess & Welfare Facility	
Milk Dispenser	MRNE00000413 Building 413 Junior Ranks Mess and Welfare Facility	Electric
Milk Dispenser	MRNE00000413 Building 413 Junior Ranks Mess and Welfare Facility	Electric
Combination Oven	MRNE00000413 Building 413 Junior Ranks Mess and Welfare Facility	Electric
Combination Oven	MRNE00000413 Building 413 Junior Ranks Mess and Welfare Facility	Electric
Combination Oven	MRNE00000413 Building 413 Junior Ranks Mess and Welfare Facility	Electric
Combination Oven	MRNE00000413 Building 413 Junior Ranks Mess and Welfare Facility	Electric
Combination Oven	MRNE00000413 Building 413 Junior Ranks Mess and Welfare Facility	Electric
Soup Pot	MRNE00000413 Building 413 Junior Ranks Mess and Welfare Facility	Electric
Soup Pot	MRNE00000413 Building 413 Junior Ranks Mess and Welfare Facility	Electric
Soup Pot	MRNE00000413 Building 413 Junior Ranks Mess and Welfare Facility	Electric
Soup Pot	MRNE00000413 Building 413 Junior Ranks Mess and Welfare Facility	Electric
Sandwich Toaster	MRNE00000413 Building 413 Junior Ranks Mess and Welfare Facility	Electric
Sandwich Toaster	MRNE00000413 Building 413 Junior Ranks Mess and Welfare Facility	Electric
Grill	MRNE00000413 Building 413 Junior Ranks Mess and Welfare Facility	Electric
Griddle	MRNE00000413 Building 413 Junior Ranks Mess and Welfare Facility	Electric
Atmospheric Steamer	MRNE00000413 Building 413 Junior Ranks Mess and Welfare Facility	Electric
Freezer	MRNE00000413 Building 413 Junior Ranks Mess and Welfare Facility	Electric
Freezer Debut No 520649	MRNE00000413 Building 413 Junior Ranks Mess and Welfare Facility	Electric
Fridge Debut No 520633	MRNE00000413 Building 413 Junior Ranks Mess and Welfare Facility	Electric

Fridge Debut No 520634	MRNE00000413 Building 413 Junior Ranks Mess and Welfare Facility	Electric
Defrost Cabinet Debut No 520654	MRNE00000413 Building 413 Junior Ranks Mess and Welfare Facility	Electric
Defrost Cabinet	MRNE00000413 Building 413 Junior Ranks Mess and Welfare Facility	Electric
Fridge Counter	MRNE00000413 Building 413 Junior Ranks Mess and Welfare Facility	Electric
Blast Chiller	MRNE00000413 Building 413 Junior Ranks Mess and Welfare Facility	Electric
Fridge Debut No 520641	MRNE00000413 Building 413 Junior Ranks Mess and Welfare Facility	Electric
Fridge Debut No 520642	MRNE00000413 Building 413 Junior Ranks Mess and Welfare Facility	Electric
Freezer Debut No 520647	MRNE00000413 Building 413 Junior Ranks Mess and Welfare Facility	Electric
Fridge Debut No 520644	MRNE00000413 Building 413 Junior Ranks Mess and Welfare Facility	Electric
Freezer Debut No 520652	MRNE00000413 Building 413 Junior Ranks Mess and Welfare Facility	Electric
Fridge Debut No N/K	MRNE00000413 Building 413 Junior Ranks Mess and Welfare Facility	Electric
Fridge Debut No 520696	MRNE00000413 Building 413 Junior Ranks Mess and Welfare Facility	Electric
Freezer Debut No 520695	MRNE00000413 Building 413 Junior Ranks Mess and Welfare Facility	Electric
Fridge debut No 520697	MRNE00000413 Building 413 Junior Ranks Mess and Welfare Facility	Electric
Freezer	MRNE00000413 Building 413 Junior Ranks Mess and Welfare Facility	Electric
Vegetable Preeration	MRNE00000413 Building 413 Junior Ranks Mess and Welfare Facility	Electric
Slicer	MRNE00000413 Building 413 Junior Ranks Mess and Welfare Facility	Electric
Food Mixer	MRNE00000413 Building 413 Junior Ranks Mess and Welfare Facility	Electric
Food Mixer	MRNE00000413 Building 413 Junior Ranks Mess and Welfare Facility	Electric
Food Mixer	MRNE00000413 Building 413 Junior Ranks Mess and Welfare Facility	Electric
Vegetable Preparation Machine	MRNE00000413 Building 413 Junior Ranks Mess and Welfare Facility	Electric
Waste Disposal	MRNE00000413 Building 413 Junior Ranks Mess and Welfare Facility	Electric
Waste Disposal	MRNE00000413 Building 413 Junior Ranks Mess and Welfare Facility	Electric
Waste Disposal	MRNE00000413 Building 413 Junior Ranks Mess and Welfare Facility	Electric
Waste Disposal	MRNE00000413 Building 413 Junior Ranks Mess and Welfare Facility	Electric

Waste Disposal	MRNE00000413 Building 413 Junior Ranks Mess and Welfare Facility	Electric
Waste Disposal	MRNE00000413 Building 413 Junior Ranks Mess and Welfare Facility	Electric
Peeler	MRNE00000413 Building 413 Junior Ranks Mess and Welfare Facility	Electric
Waste Disposal	MRNE00000413 Building 413 Junior Ranks Mess and Welfare Facility	Electric
Induction Hob	MRNE00000413 Building 413 Junior Ranks Mess and Welfare Facility	Electric
Induction Hob	MRNE00000413 Building 413 Junior Ranks Mess and Welfare Facility	Electric
Water Boiler Atmospheric	MRNE00000413 Building 413 Junior Ranks Mess and Welfare Facility	Electric
Water Boiler Atmospheric	MRNE00000413 Building 413 Junior Ranks Mess and Welfare Facility	Electric
Microwave	MRNE00000413 Building 413 Junior Ranks Mess and Welfare Facility	Electric
Microwave	MRNE00000413 Building 413 Junior Ranks Mess and Welfare Facility	Electric
Display Unit Debut No 520687	MRNE00000413 Building 413 Junior Ranks Mess and Welfare Facility	Electric
Display Unit Debut No 520688	MRNE00000413 Building 413 Junior Ranks Mess and Welfare Facility	Electric
Display Unit Debut 520686	MRNE00000413 Building 413 Junior Ranks Mess and Welfare Facility	Electric
Display Unit Debut No 520685	MRNE00000413 Building 413 Junior Ranks Mess and Welfare Facility	Electric
Toaster Conveyor	MRNE00000413 Building 413 Junior Ranks Mess and Welfare Facility	Electric
Toaster Conveyor	MRNE00000413 Building 413 Junior Ranks Mess and Welfare Facility	Electric
Lowerator Ambient	MRNE00000413 Building 413 Junior Ranks Mess and Welfare Facility	Electric
Lowerator Ambient	MRNE00000413 Building 413 Junior Ranks Mess and Welfare Facility	Electric
Lowerator Ambient	MRNE00000413 Building 413 Junior Ranks Mess and Welfare Facility	Electric
Lowerator Ambient	MRNE00000413 Building 413 Junior Ranks Mess and Welfare Facility	Electric
Lowerator Ambient	MRNE00000413 Building 413 Junior Ranks Mess and Welfare Facility	Electric
Bain Marie H.Cup Gantry	MRNE00000413 Building 413 Junior Ranks Mess and Welfare Facility	Electric
Bain Marie H.Cup Gantry	MRNE00000413 Building 413 Junior Ranks Mess and Welfare Facility	Electric
Bain Marie H.Cup Gantry	MRNE00000413 Building 413 Junior Ranks Mess and Welfare Facility	Electric
Insect-o-Cuter	MRNE00000413 Building 413 Junior Ranks Mess and Welfare Facility	Electric

Insect-o-Cuter	MRNE00000413 Building 413 Junior Ranks Mess and Welfare Facility	Electric
Insect-o-Cuter	MRNE00000413 Building 413 Junior Ranks Mess and Welfare Facility	Electric
Insect-o-Cuter	MRNE00000413 Building 413 Junior Ranks Mess and Welfare Facility	Electric
Insect-o-Cuter	MRNE00000413 Building 413 Junior Ranks Mess and Welfare Facility	Electric
Insect-o-Cuter	MRNE00000413 Building 413 Junior Ranks Mess and Welfare Facility	Electric
Insect-o-Cuter	MRNE00000413 Building 413 Junior Ranks Mess and Welfare Facility	Electric
Insect-o-Cuter	MRNE00000413 Building 413 Junior Ranks Mess and Welfare Facility	Electric
Insect-o-Cuter	MRNE00000413 Building 413 Junior Ranks Mess and Welfare Facility	Electric
Insect-o-Cuter	MRNE00000413 Building 413 Junior Ranks Mess and Welfare Facility	Electric
Heated Rinse Sink	MRNE00000413 Building 413 Junior Ranks Mess and Welfare Facility	Electric
Lowerator Heated	MRNE00000413 Building 413 Junior Ranks Mess and Welfare Facility	Electric
Lowerator Heated	MRNE00000413 Building 413 Junior Ranks Mess and Welfare Facility	Electric
Lowerator Heated	MRNE00000413 Building 413 Junior Ranks Mess and Welfare Facility	Electric
Food Processor	MRNE00000413 Building 413 Junior Ranks Mess and Welfare Facility	Electric
Mobile Hot Cupboard	MRNE00000413 Building 413 Junior Ranks Mess and Welfare Facility	Electric
Heated Servery Counter	MRNE00000413 Building 413 Junior Ranks Mess and Welfare Facility	Electric
Heated Servery Counter	MRNE00000413 Building 413 Junior Ranks Mess and Welfare Facility	Electric
Utensil Washer	MRNE00000413 Building 413 Junior Ranks Mess and Welfare Facility	Electric
Dishwasher Rack Conveyor	MRNE00000413 Building 413 Junior Ranks Mess and Welfare Facility	Electric
Gas Grill 1	MRNE00000413 Building 413 Junior Ranks Mess and Welfare Facility	
fat Fryer 1	MRNE00000413 Building 413 Junior Ranks Mess and Welfare Facility	
Fish Fryer 2	MRNE00000413 Building 413 Junior Ranks Mess and Welfare Facility	
Bratt Pan 1	MRNE00000413 Building 413 Junior Ranks Mess and Welfare Facility	
Bratt pan 2	MRNE00000413 Building 413 Junior Ranks Mess and Welfare Facility	
Gas Grill 2	MRNE00000413 Building 413 Junior Ranks Mess and Welfare Facility	

Oven Range Solid Top	MRNE00000413 Building 413 Junior Ranks Mess and Welfare Facility	
Open Top Range	MRNE00000413 Building 413 Junior Ranks Mess and Welfare Facility	
Range Open Top	MRNE00000413 Building 413 Junior Ranks Mess and Welfare Facility	
Deep fat Fryer	MRNE00000413 Building 413 Junior Ranks Mess and Welfare Facility	
Oven Grill	MRNE00000413 Building 413 Junior Ranks Mess and Welfare Facility	

Site: Catterick - Meggido Barracks

Small Fryers	Sergeant's Servery	Electric
Hot Plate/Cold Well	Sergeant's Servery	Electric
Fridge/Freezer 1	Sergeant's Servery	Electric
Fridge/Freezer 2	Sergeant's Servery	Electric
Panini Machine 1	Sergeant's Servery	Electric
Panini Machine 2	Sergeant's Servery	Electric
Rotary Toaster	Sergeant's Servery	Electric
Plate Warmer	Sergeant's Servery	Electric
Coffee Percolator	Sergeant's Pantry	Electric
Water Boiler	Sergeant's Pantry	Electric
Fridge	Sergeant's Pantry	Electric
Freezer 1	Freezer/Fridge Room	Electric
Freezer 2	Freezer/Fridge Room	Electric
Fridge 1	Freezer/Fridge Room	Electric
Fridge 2	Freezer/Fridge Room	Electric
Fridge 3	Freezer/Fridge Room	Electric
Defroster Unit	Meat Room	Electric
Freezer	Meat Room	Electric
Knife Sharpener	Meat Room	Electric
Freezer	Veg Room	Electric
Veg Grater	Veg Room	Electric
Waste Food Gobbler	Veg Room	Electric
Potato Rumbler	Veg Room	Electric
Fridge	Larder Room	Electric
Meat Slicer	Larder Room	Electric
Large Hobart Mixer	Pastry Room	Electric
Ceramic Hot Plate	Pastry Room	Electric
Fridge	Pastry Room	Electric
Convecton Oven	Pastry Room	
Freezer 1	Dry Store	Electric
Freezer 2	Dry Store	Electric
Water Boiler	Officer's Pantry	Electric
Milk Cooler	Officer's Pantry	Electric
Coffee Percolator	Officer's Pantry	Electric
Fridge	Officer's Pantry	Electric
Plate Warmer	Officer's Servery	Electric
Soup Warmer	Officer's Servery	Electric

Hot Plate	Officer's Servery	Electric
Fridge	Officer's Servery	Electric
Cold Well	Officer's Servery	Electric
Fryer 1	Kitchen	Electric
Fryer 2	Kitchen	Electric
Microwave	Kitchen	Electric
Small Hobart Mixer	Kitchen	Electric
Robot Coupe	Kitchen	Electric
Combi Oven 1	Kitchen	
Combi Oven 2	Kitchen	
Brat Pan	Kitchen	
Grill	Kitchen	
Pressure Steamer	Kitchen	Electric
Fridge 1	Kitchen	Electric
Fridge 2	Kitchen	Electric
Hot Cupboard	Kitchen	Electric
Stove Top	Kitchen	
Flat Stove Top	Kitchen	
Fryer/Oil Pump	Kitchen	Electric
Blast Chiller	Kitchen	Electric
Waster Boiler	Kitchen	Electric

Site: Catterick - Peronne Lines

1	Water Boiler	PERO0100014 4BDE SPS&LOG Spt Branch	Electric
2	Water Boiler	PERO0100014 4BDE SPS&LOG Spt Branch	Electric

Site: Catterick - Piave Lines

		Junior Ranks Mess	
1	Waste Disposal	PIVE00000001 Mess Junior Ranks	Electric
2	Hot Cupboard	PIVE00000001 Mess Junior Ranks	Electric
3	Hot Cupboard	PIVE00000001 Mess Junior Ranks	Electric
4	Bain Marie	PIVE00000001 Mess Junior Ranks	Electric
5	Bain Marie	PIVE00000001 Mess Junior Ranks	Electric
6	Cold Display	PIVE00000001 Mess Junior Ranks	Electric
7	Meat Slicer	PIVE00000001 Mess Junior Ranks	Electric
8	Knife Sharpener	PIVE00000001 Mess Junior Ranks	Electric
9	Milk Dispenser	PIVE00000001 Mess Junior Ranks	Electric
10	Cold Display	PIVE00000001 Mess Junior Ranks	Electric
11	Mixer	PIVE00000001 Mess Junior Ranks	Electric
12	Chest Freezer	PIVE00000001 Mess Junior Ranks	Electric
13	Toaster	PIVE00000001 Mess Junior Ranks	Electric
14	Potato Rumbler	PIVE00000001 Mess Junior Ranks	Electric
15	Mixer	PIVE00000001 Mess Junior Ranks	Electric
16	Dishwasher	PIVE00000001 Mess Junior Ranks	Electric
17	Freezer	PIVE00000001 Mess Junior Ranks	Electric
18	Blast Chiller	PIVE00000001 Mess Junior Ranks	Electric

19	Freezer	PIVE00000001 Mess Junior Ranks	Electric
20	Mixer	PIVE00000001 Mess Junior Ranks	Electric
21	Microwave	PIVE00000001 Mess Junior Ranks	Electric
22	Dispenser	PIVE00000001 Mess Junior Ranks	Electric
23	Cold Display	PIVE00000001 Mess Junior Ranks	Electric
24	Heated Sink	PIVE00000001 Mess Junior Ranks	Electric
25	Plate Lowerator	PIVE00000001 Mess Junior Ranks	Electric
26	Plate Lowerator	PIVE00000001 Mess Junior Ranks	Electric
27	Fly Killer	PIVE00000001 Mess Junior Ranks	Electric
28	Fly Killer	PIVE00000001 Mess Junior Ranks	Electric
29	Fly Killer	PIVE00000001 Mess Junior Ranks	Electric
30	Fridge	PIVE00000001 Mess Junior Ranks	Electric
31	Waste Disposal	PIVE00000001 Mess Junior Ranks	Electric
32	Compactor	PIVE00000001 Mess Junior Ranks	Electric
33	Convection Oven	PIVE00000001 Mess Junior Ranks	
34	Steam Oven	PIVE00000001 Mess Junior Ranks	
35	Combi Oven	PIVE00000001 Mess Junior Ranks	
36	Steam Oven	PIVE00000001 Mess Junior Ranks	
37	Boiling Pan	PIVE00000001 Mess Junior Ranks	
38	Bratt Pan	PIVE00000001 Mess Junior Ranks	
39	Grill 1	PIVE00000001 Mess Junior Ranks	
40	Grill	PIVE00000001 Mess Junior Ranks	
41	Fat Fryer 2	PIVE00000001 Mess Junior Ranks	
42	Fat Fryer 1	PIVE00000001 Mess Junior Ranks	
43	Boiling Table	PIVE00000001 Mess Junior Ranks	
44	Boiling Table	PIVE00000001 Mess Junior Ranks	
45	Oven Range	PIVE00000001 Mess Junior Ranks	
46	Oven Range	PIVE00000001 Mess Junior Ranks	
47	Gas Cooker	PIVE00000082 Guardroom	

Site: Catterick - Richmond Lines

Junior Ranks Dining Facility			
1	Microwave	RDSL00000014 Richmond Centre	Electric
2	Combination Oven	RDSL00000014 Richmond Centre	Electric
3	Combination Oven 2	RDSL00000014 Richmond Centre	Electric
4	Combination Oven 3	RDSL00000014 Richmond Centre	Electric
5	Combination Oven Kitchen	RDSL00000014 Richmond Centre	Electric
6	Combination Oven 5	RDSL00000014 Richmond Centre	Electric
7	Combination Oven 6	RDSL00000014 Richmond Centre	Electric
8	Combination Oven 7	RDSL00000014 Richmond Centre	Electric
9	Contact Grill	RDSL00000014 Richmond Centre	Electric
10	Contact Grill	RDSL00000014 Richmond Centre	Electric
11	Pressureless Steamer	RDSL00000014 Richmond Centre	Electric
12	Fryer Electric	RDSL00000014 Richmond Centre	Electric
13	Fryer Electric	RDSL00000014 Richmond Centre	Electric
14	Thaw Cabinet	RDSL00000014 Richmond Centre	Electric
15	Thaw Cabinet	RDSL00000014 Richmond Centre	Electric
16	Freezer Cabinet	RDSL00000014 Richmond Centre	Electric
17	Freezer Cabinet	RDSL00000014 Richmond Centre	Electric

18	Freezer Cabinet	RDSL00000014 Richmond Centre	Electric
19	Freezer Cabinet	RDSL00000014 Richmond Centre	Electric
20	Freezer Cabinet	RDSL00000014 Richmond Centre	Electric
21	Freezer Cabinet	RDSL00000014 Richmond Centre	Electric
22	Refrigerated cabinet	RDSL00000014 Richmond Centre	Electric
23	Refrigerated Cabinet	RDSL00000014 Richmond Centre	Electric
24	Refrigerated Cabinet	RDSL00000014 Richmond Centre	Electric
25	Refrigerated Cabinet	RDSL00000014 Richmond Centre	Electric
26	Refrigerated Cabinet	RDSL00000014 Richmond Centre	Electric
27	Refrigerated Cabinet	RDSL00000014 Richmond Centre	Electric
28	Refrigerated Cabinet	RDSL00000014 Richmond Centre	Electric
29	Refrigerated cabinet	RDSL00000014 Richmond Centre	Electric
30	Refrigerated meat Cabinet	RDSL00000014 Richmond Centre	Electric
31	Refrigerated Cabinet	RDSL00000014 Richmond Centre	Electric
32	Refrigerated cabinet	RDSL00000014 Richmond Centre	Electric
33	Refrigerated Counter	RDSL00000014 Richmond Centre	Electric
34	Refrigerated Counter	RDSL00000014 Richmond Centre	Electric
35	Refrigerated Counter	RDSL00000014 Richmond Centre	Electric
36	Refrigerated Counter	RDSL00000014 Richmond Centre	Electric
37	Refrigerated Counter	RDSL00000014 Richmond Centre	Electric
38	Refrigerated Counter	RDSL00000014 Richmond Centre	Electric
39	Food Mixer	RDSL00000014 Richmond Centre	Electric
40	Food Mixer	RDSL00000014 Richmond Centre	Electric
41	Veg Prep M/C	RDSL00000014 Richmond Centre	Electric
42	De-Waterer	RDSL00000014 Richmond Centre	Electric
43	De-Waterer	RDSL00000014 Richmond Centre	Electric
44	De-Waterer	RDSL00000014 Richmond Centre	Electric
45	Potato Peeler	RDSL00000014 Richmond Centre	Electric
46	Potato Peeler	RDSL00000014 Richmond Centre	Electric
47	Waste disposal M/C	RDSL00000014 Richmond Centre	Electric
48	Waste Disposal Inset	RDSL00000014 Richmond Centre	Electric
49	Waste Disposal	RDSL00000014 Richmond Centre	Electric
50	Waste Disposal	RDSL00000014 Richmond Centre	Electric
51	Induction Table Top	RDSL00000014 Richmond Centre	Electric
52	Induction Table Top	RDSL00000014 Richmond Centre	Electric
53	4 Ring Induction Hob	RDSL00000014 Richmond Centre	Electric
54	Bulk Water Boiler	RDSL00000014 Richmond Centre	Electric
55	Combination Oven Microwave	RDSL00000014 Richmond Centre	Electric
56	Dishwasher Crockwash	RDSL00000014 Richmond Centre	Electric
57	Dishwasher	RDSL00000014 Richmond Centre	Electric
58	Bratt Pan	RDSL00000014 Richmond Centre	
59	Open Top Range	RDSL00000014 Richmond Centre	
60	Gas Grill Salamander	RDSL00000014 Richmond Centre	
61	Gas Grill	RDSL00000014 Richmond Centre	
62	Gas Grill	RDSL00000014 Richmond Centre	
63	Gas range	RDSL00000014 Richmond Centre	
64	Deep Fat Fryer	RDSL00000014 Richmond Centre	
65	Deep fat Fryer	RDSL00000014 Richmond Centre	
66	Deep Fat Fryer	RDSL00000014 Richmond Centre	
67	Deep fat Fryer 4	RDSL00000014 Richmond Centre	

68	Bratt Pan	RDSL00000014 Richmond Centre	
69	Small Fryers	Sergeant's Servery	Electric
70	Hot Plate/Cold Well	Sergeant's Servery	Electric
71	Fridge/Freezer 1	Sergeant's Servery	Electric
72	Fridge/Freezer 2	Sergeant's Servery	Electric
73	Panini Machine 1	Sergeant's Servery	Electric
74	Panini Machine 2	Sergeant's Servery	Electric
75	Rotary Toaster	Sergeant's Servery	Electric
76	Plate Warmer	Sergeant's Servery	Electric
77	Coffee Percolator	Sergeant's Pantry	Electric
78	Water Boiler	Sergeant's Pantry	Electric
79	Fridge	Sergeant's Pantry	Electric
80	Freezer 1	Freezer/Fridge Room	Electric
81	Freezer 2	Freezer/Fridge Room	Electric
82	Fridge 1	Freezer/Fridge Room	Electric
83	Fridge 2	Freezer/Fridge Room	Electric
84	Fridge 3	Freezer/Fridge Room	Electric
85	Defroster Unit	Meat Room	Electric
86	Freezer	Meat Room	Electric
87	Knife Sharpener	Meat Room	Electric
88	Freezer	Veg Room	Electric
89	Veg Grater	Veg Room	Electric
90	Waste Food Gobbler	Veg Room	Electric
91	Potato Rumbler	Veg Room	Electric
92	Fridge	Larder Room	Electric
93	Meat Slicer	Larder Room	Electric
94	Large Hobart Mixer	Pastry Room	Electric
95	Ceramic Hot Plate	Pastry Room	Electric
96	Fridge	Pastry Room	Electric
97	Convectur Oven	Pastry Room	
98	Freezer 1	Dry Store	Electric
99	Freezer 2	Dry Store	Electric
100	Water Boiler	Officer's Pantry	Electric
101	Milk Cooler	Officer's Pantry	Electric
102	Coffee Percolator	Officer's Pantry	Electric
103	Fridge	Officer's Pantry	Electric
104	Plate Warmer	Officer's Servery	Electric
105	Soup Warmer	Officer's Servery	Electric
106	Hot Plate	Officer's Servery	Electric
107	Fridge	Officer's Servery	Electric
108	Cold Well	Officer's Servery	Electric
109	Fryer 1	Kitchen	Electric
110	Fryer 2	Kitchen	Electric
111	Microwave	Kitchen	Electric
112	Small Hobart Mixer	Kitchen	Electric
113	Robot Coupe	Kitchen	Electric
114	Combi Oven 1	Kitchen	
115	Combi Oven 2	Kitchen	
116	Brat Pan	Kitchen	
117	Grill	Kitchen	

118	Pressure Steamer	Kitchen	Electric
119	Fridge 1	Kitchen	Electric
120	Fridge 2	Kitchen	Electric
121	Hot Cupboard	Kitchen	Electric
122	Stove Top	Kitchen	
123	Flat Stove Top	Kitchen	
124	Fryer/Oil Pump	Kitchen	Electric
125	Blast Chiller	Kitchen	Electric
126	Waster Boiler	Kitchen	Electric

Site: Catterick - Sandes House CAST(N)

1	Hotplate	CSTN00000001 CAST (N)	Electric
2	Hot Plate	CSTN00000001 CAST (N)	Electric
3	Chest Freezer	CSTN00000001 CAST (N)	Electric
4	Chest Freezer	CSTN00000001 CAST (N)	Electric
5	Fly Killer	CSTN00000001 CAST (N)	Electric
6	Fly Killer	CSTN00000001 CAST (N)	Electric
7	Steam Oven 20.8 Kw	CSTN00000001 CAST (N)	Electric
8	Fridge	CSTN00000001 CAST (N)	Electric
9	Fridge	CSTN00000001 CAST (N)	Electric
10	Freezer	CSTN00000001 CAST (N)	Electric
11	Freezer	CSTN00000001 CAST (N)	Electric
12	Blast Chiller	CSTN00000001 CAST (N)	Electric
13	Fridge	CSTN00000001 CAST (N)	Electric
14	??	CSTN00000001 CAST (N)	Electric
15	Microwave 1.2 Kw	CSTN00000001 CAST (N)	Electric
16	Food Mixer	CSTN00000001 CAST (N)	Electric
17	Chipper	CSTN00000001 CAST (N)	Electric
18	Dishwasher 9.9 Kw	CSTN00000001 CAST (N)	Electric
19	Waste Disposal	CSTN00000001 CAST (N)	Electric
20	Water Boiloer 9 Kw	CSTN00000001 CAST (N)	Electric
21	Freezer	CSTN00000001 CAST (N)	Electric
22	Freezer	CSTN00000001 CAST (N)	Electric
23	Cold Display	CSTN00000001 CAST (N)	Electric
24	Hot Sink 4 Kw	CSTN00000001 CAST (N)	Electric
25	Compactor	CSTN00000001 CAST (N)	Electric
26	HOT CUPBOARD 3	CSTN00000001 CAST (N)	
27	Gas Cooking Range	CSTN00000001 CAST (N)	
28	Steaming Oven	CSTN00000001 CAST (N)	
29	Open top oven	CSTN00000001 CAST (N)	
30	Fat Fryer	CSTN00000001 CAST (N)	
31	Boiling Pan	CSTN00000001 CAST (N)	
32	Bratt Pan	CSTN00000001 CAST (N)	
33	Hot Cupboard 2	CSTN00000001 CAST (N)	
34	Hot Cupboard 1	CSTN00000001 CAST (N)	
35	Grill	CSTN00000001 CAST (N)	

Site: Catterick Garrison - Somme Bks

Officers' Mess			
1	Electric Toaster	SOMM00000001 (SLA-Permanent)	Electric
2	Fridge	SOMM00000001	Electric
3	Blast Chiller	SOMM00000001	Electric
4	2 Door Fridge	SOMM00000001	Electric
5	Upright Freezer	SOMM00000001	Electric
6	Dishwasher 11.6. Kw 2003	SOMM00000001	Electric
7	Potato Peeler	SOMM00000001	Electric
8	Waste Disposal Unit	SOMM00000001	Electric
9	Hot water Boiler	SOMM00000001	Electric
10	Servery	SOMM00000001	Electric
11	Deep Fat Fryer 15.13.FF 1	SOMM00000001	
12	Gas Cooking Range	SOMM00000001	
13	Gas Cooking Range	SOMM00000001	
14	Gas Grill	SOMM00000001	Electric
Junior Ranks Restaurant			
15	Steam Oven	SOMM00000016 (JRs Restaurant)	Electric
16	Ingredients Cabinet	SOMM00000016	Electric
17	Electric Toaster	SOMM00000016	Electric
18	Freezer	SOMM00000016	Electric
19	Freezer	SOMM00000016	Electric
20	Freezer	SOMM00000016	Electric
21	Fridge	SOMM00000016	Electric
22	Fridge	SOMM00000016	Electric
23	Fridge	SOMM00000016	Electric
24	Fridge	SOMM00000016	Electric
25	Blast Chiller	SOMM00000016	Electric
26	Upright Freezer	SOMM00000016	Electric
27	Upright Freezer Cabinet	SOMM00000016	Electric
28	Upright Freezer	SOMM00000016	Electric
29	Upright Freezer	SOMM00000016	Electric
30	Upright Freezer	SOMM00000016	Electric
31	Potato Rumbler	SOMM00000016	Electric
32	Food Mixer (small)	SOMM00000016	Electric
33	Food Mixer	SOMM00000016	Electric
34	Waste Disposal New	SOMM00000016	Electric
35	Conveyor Dishwashing Machine	SOMM00000016	Electric
36	Waste Disposer	SOMM00000016	Electric
37	Chiller Cabinet	SOMM00000016	Electric
38	Heated Sink	SOMM00000016	Electric
39	Fly Killer	SOMM00000016	Electric
40	Fly Killer	SOMM00000016	Electric
41	Fly Killer	SOMM00000016	Electric
42	Fly Killer	SOMM00000016	Electric
43	Microwave Oven	SOMM00000016	Electric
44	Chiller Cabinet	SOMM00000016	Electric
45	Double Door Fridge	SOMM00000016	
46	Comb Oven	SOMM00000016	
47	Gas Convector Oven	SOMM00000016	
48	Deep Fat fryer	SOMM00000016	

49	Gas Grill	SOMM00000016	
50	Boiling Pan	SOMM00000016	
51	Bratt Pan	SOMM00000016	
52	Boiling Pan	SOMM00000016	
53	Gas Grill	SOMM00000016	
54	Deep Fat fryer	SOMM00000016	
55	Fan Oven	SOMM00000016	
56	FISH FRYER	SOMM00000016	
57	Bratt Pan	SOMM00000016	
58	Boiling Pan	SOMM00000016	Electric
	WO & Sgts Mess		
59	Microwave	SOMM00000022 (SLA-Permanent)	Electric
60	Hot Plate	SOMM00000022	Electric
61	Freezer	SOMM00000022	Electric
62	Fridge	SOMM00000022	Electric
63	Upright Freezer	SOMM00000022	Electric
64	Blast Chiller	SOMM00000022	Electric
65	Dishwasher	SOMM00000022	Electric
66	Veg Prep M/C	SOMM00000022	Electric
67	Dishwasher	SOMM00000022	Electric
68	Water Boiler 9 Kw 36 Litre	SOMM00000022	Electric
69	Roller Grill 2300 W	SOMM00000022	Electric
70	Fryer	SOMM00000022	Electric
71	Waste Disposal	SOMM00000022	Electric
72	Waste Disposal	SOMM00000022	Electric
73	Plate Heater	SOMM00000022	Electric
74	Fly Killer	SOMM00000022	Electric
75	Heated Sink	SOMM00000022	Electric
76	Heated Sink	SOMM00000022	Electric
77	Servery 4 Kw	SOMM00000022	Electric
78	Fly Killer	SOMM00000022	Electric
79	Freezer	SOMM00000022	Electric
80	Gas Grill	SOMM00000022	
81	Steaming Oven	SOMM00000022	
82	Convactor Oven	SOMM00000022	
83	Bratt Pan	SOMM00000022	
84	Gas Cooking Range	SOMM00000022	
85	Gas Cooking Range	SOMM00000022	
86	Deep Fat fryer	SOMM00000022	

Site: **Catterick Garrison - Vimy Barracks**

Other Ranks Dining Hall			
1	Milk Dispenser	VIMY00000H11	Electric
2	Chiller Unit	VIMY00000H11	Electric
3	Toaster	VIMY00000H11	Electric
4	Toaster	VIMY00000H11	Electric
5	Food Mixer	VIMY00000H11	Electric
6	Food Mixer	VIMY00000H11	Electric
7	Fridge	VIMY00000H11	Electric

8	Bacon Slicer	VIMY00000H11	Electric
9	Food Mixer	VIMY00000H11	Electric
10	Water Boiler	VIMY00000H11	Electric
11	Water Boiler	VIMY00000H11	Electric
12	Fridge	VIMY00000H11	Electric
13	Fridge	VIMY00000H11	Electric
14	Freezer	VIMY00000H11	Electric
15	Freezer	VIMY00000H11	Electric
16	Fridge	VIMY00000H11	Electric
17	Blast Chiller	VIMY00000H11	Electric
18	Freezer	VIMY00000H11	Electric
19	Fridge	VIMY00000H11	Electric
20	Freezer	VIMY00000H11	Electric
21	Dishwasher	VIMY00000H11	Electric
22	Waste Disposal	VIMY00000H11	Electric
23	Waste Disposal	VIMY00000H11	Electric
24	Pot Boy	VIMY00000H11	Electric
25	Potato Rumbler 1	VIMY00000H11	Electric
26	Potao Rumbler	VIMY00000H11	Electric
27	Hot Cupboard	VIMY00000H11	Electric
28	Hot Cupboard	VIMY00000H11	Electric
29	Hot Cupboard	VIMY00000H11	Electric
30	Hot Cupboard	VIMY00000H11	Electric
31	Veg Prep Machine	VIMY00000H11	Electric
32	Fly Killer	VIMY00000H11	Electric
33	Fly Killer	VIMY00000H11	Electric
34	Fly Killer	VIMY00000H11	Electric
35	Fly Killer	VIMY00000H11	Electric
36	Fly Killer	VIMY00000H11	Electric
37	Microwave	VIMY00000H11	Electric
38		VIMY00000H11	Electric
39		VIMY00000H11	Electric
40	Fridge	VIMY00000H11	Electric
41	Compactor	VIMY00000H11	Electric
42	Freezer	VIMY00000H11	Electric
43	Fridge	VIMY00000H11	
44	Deep Fat Fryer No.2	VIMY00000H11	
45	combi oven	VIMY00000H11	
46	Bratt Pan No.1 (02-11-BR3)	VIMY00000H11	
47	Gas Cooking Range	VIMY00000H11	
48	Gas Range Open Top No.2	VIMY00000H11	
49	Gas Range Open Top No.1	VIMY00000H11	
50	GRILL	VIMY00000H11	
51	Gas Grill 02-11-GL4	VIMY00000H11	
52	Gas Grill 02-11-GL3	VIMY00000H11	
53	Deep Fat Fryer No.1	VIMY00000H11	
54	COMBI OVEN 10 SHELVE	VIMY00000H11	
55	Bratt Pan No 2 (02-11-BR2)	VIMY00000H11	
56	Convection Oven No 1	VIMY00000H11	
57	Convection Oven No 2	VIMY00000H11	Electric

Gurkha Kitchen

Gurkha Kitchen			
58	Milk Dispenser	VIMY00000H39	Electric
59	Milk Dispenser	VIMY00000H39	Electric
60	Cold Display	VIMY00000H39	Electric
61	Bain Marie	VIMY00000H39	Electric
62	Chest Freezer	VIMY00000H39	Electric
63	Dishwasher	VIMY00000H39	Electric
64	Food Mixer	VIMY00000H39	Electric
65	Potato M/C	VIMY00000H39	Electric
66	Toaster	VIMY00000H39	Electric
67	Fridge	VIMY00000H39	Electric
68	Freezer	VIMY00000H39	Electric
69	Freezer	VIMY00000H39	Electric
70	Blast Chiller	VIMY00000H39	Electric
71	Upright 2 Door Freezer	VIMY00000H39	Electric
72		VIMY00000H39	Electric
73	Combi Oven	VIMY00000H39	Electric
74	Waste Diposal	VIMY00000H39	Electric
75	Water Boiler	VIMY00000H39	Electric
76	Display Counter	VIMY00000H39	Electric
77	Cold Display Unit	VIMY00000H39	Electric
78	Plate Warmer	VIMY00000H39	Electric
79	Plate Warmer	VIMY00000H39	Electric
80	Heated Sink	VIMY00000H39	Electric
81	Hot Cupboard	VIMY00000H39	Electric
82	Hot Cupboard	VIMY00000H39	Electric
83	Hot Cupboard	VIMY00000H39	Electric
84	Hot Cupboard	VIMY00000H39	Electric
85	Hot Cupboard	VIMY00000H39	Electric
86	Waste Disposal	VIMY00000H39	Electric
87	Fly Killer	VIMY00000H39	Electric
88	Fly Killer	VIMY00000H39	Electric
89	Fly Killer	VIMY00000H39	Electric
90	Fly Killer	VIMY00000H39	Electric
91	Compactor	VIMY00000H39	Electric
92	Cold Counter	VIMY00000H39	Electric
93	Blast Chiller	VIMY00000H39	Electric
94	Cold Display	VIMY00000H39	Electric
95	Freezer	VIMY00000H39	Electric
96	FRidge	VIMY00000H39	Electric
97	Cold Counter	VIMY00000H39	Electric
98	Fridge 5	VIMY00000H39	Electric
99	Fridge 6	VIMY00000H39	Electric
100	Fridge 7	VIMY00000H39	Electric
101	Freezer	VIMY00000H39	Electric
102	Freezer 2	VIMY00000H39	Electric
103	Fridge	VIMY00000H39	Electric
104	Fridge 4	VIMY00000H39	
105	Wok No. 1	VIMY00000H39	
106	Wok No. 2	VIMY00000H39	

107	Deep Fat Fryer	VIMY00000H39	
108	Combi Oven	VIMY00000H39	
109	Gas Grill No2	VIMY00000H39	
110	Gas Grill No1	VIMY00000H39	
111	Bratt Pan	VIMY00000H39	
112	Gas Cooking Range	VIMY00000H39	
113	Gas Steam Oven	VIMY00000H39	
114	Gas Cooking Range	VIMY00000H39	
115	Bratt Pan	VIMY00000H39	
116	Bratt Pan	VIMY00000H39	
117	Deep Fat Fryer	VIMY00000H39	
118	Water Boiler	VIMY00000H39	

Junior Ranks Club

119	Dishwasher	VIMY00000H40	Electric
120	Freezer	VIMY00000H40	Electric
121	fridge	VIMY00000H40	Electric
122	Double Door Fridge	VIMY00000H40	Electric
123	Single Door Fridge	VIMY00000H40	Electric
124	Single Door Fridge	VIMY00000H40	Electric
125	Double Door Fridge	VIMY00000H40	Electric
126	Double Door Freezer Beer Cellar	VIMY00000H40	Electric
127	Dishwasher	VIMY00000H40	Electric
128	Waste Disposal Wash Room	VIMY00000H40	Electric
129	Fly Killer	VIMY00000H40	Electric
130	Fly Killer	VIMY00000H40	Electric
131	Fly Killer	VIMY00000H40	Electric

Officers Mess

132	Hot Cupboard	VIMY00000V44 (SLA-Permanent)	Electric
133	Coffe Machine	VIMY00000V44 (SLA-Permanent)	Electric
134	Milk cooler	VIMY00000V44 (SLA-Permanent)	Electric
135	Combi Oven	VIMY00000V44 (SLA-Permanent)	Electric
136	Comb oven	VIMY00000V44 (SLA-Permanent)	Electric
137	Toaster	VIMY00000V44 (SLA-Permanent)	Electric
138	Plate Dispenser	VIMY00000V44 (SLA-Permanent)	Electric
139	Vegetable Slicer	VIMY00000V44 (SLA-Permanent)	Electric
140	Upright Freezer	VIMY00000V44 (SLA-Permanent)	Electric
141	Upright Freezer	VIMY00000V44 (SLA-Permanent)	Electric
142	Upright Freezer	VIMY00000V44 (SLA-Permanent)	Electric
143	Blast Chiller	VIMY00000V44 (SLA-Permanent)	Electric
144	Refrigeration Counters	VIMY00000V44 (SLA-Permanent)	Electric
145	Refrigeration Counter	VIMY00000V44 (SLA-Permanent)	Electric
146	Upright Refrigerator	VIMY00000V44 (SLA-Permanent)	Electric
147	Waste Disposal Unit	VIMY00000V44 (SLA-Permanent)	Electric
148	Dishwasher 70 Racks per Hr	VIMY00000V44 (SLA-Permanent)	Electric
149	Utensil and Pot wash	VIMY00000V44 (SLA-Permanent)	Electric
150	Mixer c/w 12 Lt Bowl	VIMY00000V44 (SLA-Permanent)	Electric
151	Waste Disposal Unit	VIMY00000V44 (SLA-Permanent)	Electric
152	Waste Disposal Unit	VIMY00000V44 (SLA-Permanent)	Electric
153	Induction Hob	VIMY00000V44 (SLA-Permanent)	Electric
154	Elect Water Boiler	VIMY00000V44 (SLA-Permanent)	Electric

155	Water Boiler	VIMY00000V44 (SLA-Permanent)	Electric
156	Grease Enzymatic starter Pak	VIMY00000V44 (SLA-Permanent)	Electric
157	Grease Enzymatic Starter Pack	VIMY00000V44 (SLA-Permanent)	Electric
158		VIMY00000V44 (SLA-Permanent)	Electric
159	Insect Control Unit	VIMY00000V44 (SLA-Permanent)	Electric
160	Insect Control Unit	VIMY00000V44 (SLA-Permanent)	Electric
161	Insect Control Unit	VIMY00000V44 (SLA-Permanent)	Electric
162	Microwave	VIMY00000V44 (SLA-Permanent)	Electric
163	Microwave Oven	VIMY00000V44 (SLA-Permanent)	Electric
164	Potato Peeler	VIMY00000V44 (SLA-Permanent)	Electric
165	Belt driven gravity feed Slicer	VIMY00000V44 (SLA-Permanent)	Electric
166	Plate Dispenser	VIMY00000V44 (SLA-Permanent)	Electric
167	Salad Well in Server	VIMY00000V44 (SLA-Permanent)	Electric
168	Salad Well in Server	VIMY00000V44 (SLA-Permanent)	Electric
169	Mixer c/w Bowls	VIMY00000V44 (SLA-Permanent)	Electric
170	Blender	VIMY00000V44 (SLA-Permanent)	Electric
171	Veg paring M/C	VIMY00000V44 (SLA-Permanent)	Electric
172	Food Processor	VIMY00000V44 (SLA-Permanent)	Electric
173	Servery Counter	VIMY00000V44 (SLA-Permanent)	Electric
174	Ice Maker	VIMY00000V44 (SLA-Permanent)	Electric
175	Soup Kettle	VIMY00000V44 (SLA-Permanent)	GAS
176	Bratt Pan	VIMY00000V44 (SLA-Permanent)	GAS
177	Fryer	VIMY00000V44 (SLA-Permanent)	GAS
178	Fryer	VIMY00000V44 (SLA-Permanent)	GAS
179	Grill	VIMY00000V44 (SLA-Permanent)	GAS
180	Chargrill	VIMY00000V44 (SLA-Permanent)	GAS
181	Oven Range	VIMY00000V44 (SLA-Permanent)	Electric

Junior Ranks Mess & Welfare Facility

182	Induction Hob	VIMY00000V83 BUILDING 83	Electric
183	Microwave	VIMY00000V83 BUILDING 83	Electric
184	Refrigerated Milk Dispenser	VIMY00000V83 BUILDING 83	Electric
185	Refrigerated Milk Dispenser	VIMY00000V83 BUILDING 83	Electric
186	Refrigerated Milk Dispenser	VIMY00000V83 BUILDING 83	Electric
187	Refrigerated Milk Dispenser	VIMY00000V83 BUILDING 83	Electric
188	Milk Dispenser	VIMY00000V83 BUILDING 83	Electric
189	Milk Dispenser	VIMY00000V83 BUILDING 83	Electric
190	Refrigerated Milk Dispenser	VIMY00000V83 BUILDING 83	Electric
191	Refrigerated Milk Dispenser	VIMY00000V83 BUILDING 83	Electric
192	Refrigerated Milk Dispenser	VIMY00000V83 BUILDING 83	Electric
193	Refrigerated Milk Dispenser	VIMY00000V83 BUILDING 83	Electric
194	Fat Filter	VIMY00000V83 BUILDING 83	Electric
195	Combination Oven	VIMY00000V83 BUILDING 83	Electric
196	Combination Oven	VIMY00000V83 BUILDING 83	Electric
197	Combination Oven	VIMY00000V83 BUILDING 83	Electric
198	Combination Oven	VIMY00000V83 BUILDING 83	Electric
199	Combination Oven	VIMY00000V83 BUILDING 83	Electric
200	Combination Oven	VIMY00000V83 BUILDING 83	Electric
201	Combination Oven	VIMY00000V83 BUILDING 83	Electric
202	Combination Oven	VIMY00000V83 BUILDING 83	Electric
203	Waste Disposal	VIMY00000V83 BUILDING 83	Electric

204	Toaster	VIMY00000V83 BUILDING 83	Electric
205	Toaster	VIMY00000V83 BUILDING 83	Electric
206	Toaster	VIMY00000V83 BUILDING 83	Electric
207	Toaster	VIMY00000V83 BUILDING 83	Electric
208	Toaster	VIMY00000V83 BUILDING 83	Electric
209	Toaster	VIMY00000V83 BUILDING 83	Electric
210	Soup Pot	VIMY00000V83 BUILDING 83	Electric
211	Soup Pot	VIMY00000V83 BUILDING 83	Electric
212	Soup Pot	VIMY00000V83 BUILDING 83	Electric
213	Soup Pot	VIMY00000V83 BUILDING 83	Electric
214	Soup Pot	VIMY00000V83 BUILDING 83	Electric
215	Soup Pot	VIMY00000V83 BUILDING 83	Electric
216	Soup Pot	VIMY00000V83 BUILDING 83	Electric
217	Soup Pot	VIMY00000V83 BUILDING 83	Electric
218	Soup Pot	VIMY00000V83 BUILDING 83	Electric
219	Deep Fat Fryer	VIMY00000V83 BUILDING 83	Electric
220	Griddle	VIMY00000V83 BUILDING 83	Electric
221	Boiling Table	VIMY00000V83 BUILDING 83	Electric
222	Grill	VIMY00000V83 BUILDING 83	Electric
223	Fridge	VIMY00000V83 BUILDING 83	Electric
224	Fridge	VIMY00000V83 BUILDING 83	Electric
225	Fridge	VIMY00000V83 BUILDING 83	Electric
226	Fridge	VIMY00000V83 BUILDING 83	Electric
227	Freezer	VIMY00000V83 BUILDING 83	Electric
228	Freezer	VIMY00000V83 BUILDING 83	Electric
229	Fridge	VIMY00000V83 BUILDING 83	Electric
230	Freezer	VIMY00000V83 BUILDING 83	Electric
231	Fridge	VIMY00000V83 BUILDING 83	Electric
232	Fridge	VIMY00000V83 BUILDING 83	Electric
233	Defrost Cabinet	VIMY00000V83 BUILDING 83	Electric
234	Defrost Cabinet	VIMY00000V83 BUILDING 83	Electric
235	Defrost Cabinet	VIMY00000V83 BUILDING 83	Electric
236	Defrost Cabinet	VIMY00000V83 BUILDING 83	Electric
237	Freezer	VIMY00000V83 BUILDING 83	Electric
238	Freezer	VIMY00000V83 BUILDING 83	Electric
239	Fridge	VIMY00000V83 BUILDING 83	Electric
240	Fridge	VIMY00000V83 BUILDING 83	Electric
241	Fridge	VIMY00000V83 BUILDING 83	Electric
242	Fridge	VIMY00000V83 BUILDING 83	Electric
243	Fridge	VIMY00000V83 BUILDING 83	Electric
244	Fridge	VIMY00000V83 BUILDING 83	Electric
245	Fridge	VIMY00000V83 BUILDING 83	Electric
246	Freezer	VIMY00000V83 BUILDING 83	Electric
247	Fridge	VIMY00000V83 BUILDING 83	Electric
248	Fridge	VIMY00000V83 BUILDING 83	Electric
249	Fridge	VIMY00000V83 BUILDING 83	Electric
250	Fridge	VIMY00000V83 BUILDING 83	Electric
251	Fridge	VIMY00000V83 BUILDING 83	Electric
252	Fridge	VIMY00000V83 BUILDING 83	Electric
253	Refrigerator	VIMY00000V83 BUILDING 83	Electric

254	Blast Chiller	VIMY00000V83 BUILDING 83	Electric
255	Steam Oven	VIMY00000V83 BUILDING 83	Electric
256	Steam Oven	VIMY00000V83 BUILDING 83	Electric
257	Steam Oven	VIMY00000V83 BUILDING 83	Electric
258	Veg Preperation	VIMY00000V83 BUILDING 83	Electric
259	Food Mixer	VIMY00000V83 BUILDING 83	Electric
260	Food Mixer	VIMY00000V83 BUILDING 83	Electric
261	Meat Slicer	VIMY00000V83 BUILDING 83	Electric
262	Food Mixer	VIMY00000V83 BUILDING 83	Electric
263	Mixer	VIMY00000V83 BUILDING 83	Electric
264	Waste Disposal	VIMY00000V83 BUILDING 83	Electric
265	Waste Disposal	VIMY00000V83 BUILDING 83	Electric
266	Waste Disposal	VIMY00000V83 BUILDING 83	Electric
267	Waste Disposal	VIMY00000V83 BUILDING 83	Electric
268	Waste Disposal	VIMY00000V83 BUILDING 83	Electric
269	Veg Peeler	VIMY00000V83 BUILDING 83	Electric
270	Veg Peeler	VIMY00000V83 BUILDING 83	Electric
271	Veg Peeler	VIMY00000V83 BUILDING 83	Electric
272	Waste Disposal	VIMY00000V83 BUILDING 83	Electric
273	Water Boiler	VIMY00000V83 BUILDING 83	Electric
274	Water Boiler	VIMY00000V83 BUILDING 83	Electric
275	Water Boiller	VIMY00000V83 BUILDING 83	Electric
276	Water Boiler	VIMY00000V83 BUILDING 83	Electric
277	Water Boiler	VIMY00000V83 BUILDING 83	Electric
278	Water Boiler	VIMY00000V83 BUILDING 83	Electric
279	Water Boiler	VIMY00000V83 BUILDING 83	Electric
280	Insect-o-cuter	VIMY00000V83 BUILDING 83	Electric
281	Insect-o-cuter	VIMY00000V83 BUILDING 83	Electric
282	Insect-o-cuter	VIMY00000V83 BUILDING 83	Electric
283	Insect-o-cuter	VIMY00000V83 BUILDING 83	Electric
284	Insect-o-cuter	VIMY00000V83 BUILDING 83	Electric
285	Insect-o-cuter	VIMY00000V83 BUILDING 83	Electric
286	Insect-o-cuter	VIMY00000V83 BUILDING 83	Electric
287	Insect-o-cuter	VIMY00000V83 BUILDING 83	Electric
288	Insect-o-cuter	VIMY00000V83 BUILDING 83	Electric
289	Insect-o-cuter	VIMY00000V83 BUILDING 83	Electric
290	Insect-o-cuter	VIMY00000V83 BUILDING 83	Electric
291	Insect-o-cuter	VIMY00000V83 BUILDING 83	Electric
292	Insect-o-cuter	VIMY00000V83 BUILDING 83	Electric
293	Conveyor	VIMY00000V83 BUILDING 83	Electric
294	Hot Cupboard Bain Marie	VIMY00000V83 BUILDING 83	Electric
295	Hot Cupboard Bain Marie	VIMY00000V83 BUILDING 83	Electric
296	Waste Disposal	VIMY00000V83 BUILDING 83	Electric
297	Waste Disposal	VIMY00000V83 BUILDING 83	Electric
298	Waste Disposal	VIMY00000V83 BUILDING 83	Electric
299	Insect-o-cuter	VIMY00000V83 BUILDING 83	Electric
300	Insect-o-cuter	VIMY00000V83 BUILDING 83	Electric
301	Hot Cupboard	VIMY00000V83 BUILDING 83	Electric
302	Waste Disposal	VIMY00000V83 BUILDING 83	Electric
303	Chilled Display	VIMY00000V83 BUILDING 83	Electric

304	Refrigerated Display	VIMY00000V83 BUILDING 83	Electric
305	Refrigerated Display	VIMY00000V83 BUILDING 83	Electric
306	Refrigerated Display	VIMY00000V83 BUILDING 83	Electric
307	Refrigerated Display	VIMY00000V83 BUILDING 83	Electric
308	Refrigerated Display	VIMY00000V83 BUILDING 83	Electric
309	Refrigerated Display	VIMY00000V83 BUILDING 83	Electric
310	Refrigerated Display	VIMY00000V83 BUILDING 83	Electric
311	Refrigerated Display	VIMY00000V83 BUILDING 83	Electric
312	Plate Lowerator	VIMY00000V83 BUILDING 83	Electric
313	Plate Lowerator	VIMY00000V83 BUILDING 83	Electric
314	Plate Lowerator	VIMY00000V83 BUILDING 83	Electric
315	Plate Lowerator	VIMY00000V83 BUILDING 83	Electric
316	Plate Lowerator	VIMY00000V83 BUILDING 83	Electric
317	Bain Marie Hot Copboard	VIMY00000V83 BUILDING 83	Electric
318	Bain Marie Hot Copboard	VIMY00000V83 BUILDING 83	Electric
319	Bain Marie Hot Copboard	VIMY00000V83 BUILDING 83	Electric
320	Bain Marie Hot Copboard	VIMY00000V83 BUILDING 83	Electric
321	Bain Marie Hot Copboard	VIMY00000V83 BUILDING 83	Electric
322	Heated Display	VIMY00000V83 BUILDING 83	Electric
323	Heated Display	VIMY00000V83 BUILDING 83	Electric
324	Plate Lowerator	VIMY00000V83 BUILDING 83	Electric
325	Plate Lowerator	VIMY00000V83 BUILDING 83	Electric
326	Plate Lowerator	VIMY00000V83 BUILDING 83	Electric
327	Plate Lowerator	VIMY00000V83 BUILDING 83	Electric
328	Plate Lowerator	VIMY00000V83 BUILDING 83	Electric
329	Bain Marie Hot Copboard	VIMY00000V83 BUILDING 83	Electric
330	Bain Marie Hot Copboard	VIMY00000V83 BUILDING 83	Electric
331	Bain Marie Hot Copboard	VIMY00000V83 BUILDING 83	Electric
332	Bain Marie Hot Copboard	VIMY00000V83 BUILDING 83	Electric
333	Bain Marie Hot Copboard	VIMY00000V83 BUILDING 83	Electric
334	Plate Lowerator	VIMY00000V83 BUILDING 83	Electric
335	Plate Lowerator	VIMY00000V83 BUILDING 83	Electric
336	Plate Lowerator	VIMY00000V83 BUILDING 83	Electric
337	Plate Lowerator	VIMY00000V83 BUILDING 83	Electric
338	Bain Marie Hot Copboard	VIMY00000V83 BUILDING 83	Electric
339	Bain Marie Hot Copboard	VIMY00000V83 BUILDING 83	Electric
340	Bain Marie Hot Copboard	VIMY00000V83 BUILDING 83	Electric
341	Toaster Conveyor	VIMY00000V83 BUILDING 83	Electric
342	Toaster Conveyor	VIMY00000V83 BUILDING 83	Electric
343	Toaster Conveyor	VIMY00000V83 BUILDING 83	Electric
344	Toaster Conveyor	VIMY00000V83 BUILDING 83	Electric
345	Toaster Conveyor	VIMY00000V83 BUILDING 83	Electric
346	Toaster Conveyor	VIMY00000V83 BUILDING 83	Electric
347	Toaster Conveyor	VIMY00000V83 BUILDING 83	Electric
348	Toaster Conveyor	VIMY00000V83 BUILDING 83	Electric
349	Insect-o-cuter	VIMY00000V83 BUILDING 83	Electric
350	Heated Display	VIMY00000V83 BUILDING 83	Electric
351	Heated Display	VIMY00000V83 BUILDING 83	Electric
352	Food Processor	VIMY00000V83 BUILDING 83	Electric
353	Hot Plate	VIMY00000V83 BUILDING 83	Electric

354	Waste Compactor	VIMY00000V83 BUILDING 83	Electric
355	Heated Display	VIMY00000V83 BUILDING 83	Electric
356	Dishwasher	VIMY00000V83 BUILDING 83	Electric
357	Utensil Washer	VIMY00000V83 BUILDING 83	Electric
358	Dishwasher Rack Conveyor	VIMY00000V83 BUILDING 83	Electric
359	Dishwasher Rack Conveyor	VIMY00000V83 BUILDING 83	
360	BRATT PAN	VIMY00000V83 BUILDING 83	
361	BRATT PAN	VIMY00000V83 BUILDING 83	
362	BRATT PAN	VIMY00000V83 BUILDING 83	
363	BRATT PAN	VIMY00000V83 BUILDING 83	
364	BRATT PAN	VIMY00000V83 BUILDING 83	
365	BRATT PAN	VIMY00000V83 BUILDING 83	
366	DEEP FAT FRYER	VIMY00000V83 BUILDING 83	
367	DEEP FAT FRYER	VIMY00000V83 BUILDING 83	
368	DEEP FAT FRYER	VIMY00000V83 BUILDING 83	
369	DEEP FAT FRYER	VIMY00000V83 BUILDING 83	
370	STEAKHOUSE GRILL	VIMY00000V83 BUILDING 83	
371	STEAKHOUSE GRILL	VIMY00000V83 BUILDING 83	
372	STEAKHOUSE GRILL	VIMY00000V83 BUILDING 83	
373	STEAKHOUSE GRILL	VIMY00000V83 BUILDING 83	
374	4 BURNER OVEN RANGE	VIMY00000V83 BUILDING 83	
375	4 BURNER OVEN RANGE	VIMY00000V83 BUILDING 83	
376	TWIN BULLSEYE OVEN RANGE	VIMY00000V83 BUILDING 83	
377	TWIN BULLSEYE OVEN RANGE	VIMY00000V83 BUILDING 83	
378	Fish Fryer	VIMY00000V83 BUILDING 83	
		Sgts Mess	
379	Bratt Pan	VIMY00000V123	
380	Chieftan Twin Pan Deep Fat Fryer	VIMY00000V123	
381	Salamander Gas Grill	VIMY00000V123	Electric
382	Electric Stacked Combination Ovens with disappearing door and stacking kit	VIMY00000V123	Electric
383	Water Filter	VIMY00000V123	Electric
384	Electric Combination Oven with disappearing door and mobile stand	VIMY00000V123	
385	Open top 6 burner range	VIMY00000V123	Electric
386	Bench Mounted Mixer	VIMY00000V123	Electric
387	Food Mixer	VIMY00000V123	Electric
388	Electric Hot Cupboard	VIMY00000V123	Electric
389	Blast Chiller / Freezer	VIMY00000V123	Electric
390	Pass Through Dishwasher (Hot Water)	VIMY00000V123	Electric
391	Water Treatment Water Softner for above	VIMY00000V123	Electric
392	Mobile Plate Stacker	VIMY00000V123	Electric
393	Gravity Feed Food Slicer	VIMY00000V123	Electric
394	Ultra Food Processor	VIMY00000V123	Electric
395	Meat/Chill Refrigerated Cabinet	VIMY00000V123	Electric
396	Thaw Cabinet	VIMY00000V123	Electric

397	14lb Sink Height Gear Driven Potato Peeler	VIMY00000V123	Electric
398	Vegetable Preparation Unit	VIMY00000V123	Electric
399	Refrigerated Cabinet	VIMY00000V123	Electric
400	Refrigerated Cabinet	VIMY00000V123	Electric
401	Freezer Cabinet	VIMY00000V123	Electric
402	Refrigerated Counter with 3 Drawer Pack	VIMY00000V123	Electric
403	Freezer Cabinet	VIMY00000V123	Electric
404	Inset Single Tube Plate Lowerator	VIMY00000V123	Electric
405	Ambient Counter Section with Inset Plate Lowerator	VIMY00000V123	Electric
406	4 Ceran + Chip Scuttle, Hotcupboard with Quartz Heated Linear Lamp Gantry	VIMY00000V123	Electric
407	3 Ceran, Hot Cupboard with Quartz Heated Linear Lamp Gantry	VIMY00000V123	Electric
408	Mobile Refrigerated Blown Air Well Unit Complete with Ambient Storage inder (13 Amp Supply)	VIMY00000V123	Electric
409	Refrigerated Blown Air Well Unit Complete with Ambient Storage Under	VIMY00000V123	Electric
410	Refrigerated Blown Air Well Unit with Ambient Storage and Multi-deck unit	VIMY00000V123	Electric
411	11 Litre Soup Kettle	VIMY00000V123	
412	Chieftan Heavy Duty Gas Fryer	VIMY00000V123	
413	Contact Grill	VIMY00000V123	
414	Gas Chargrill	VIMY00000V123	Electric
415	1 Ring Induction Table Top	VIMY00000V123	Electric
416	Mealstream Microwave Convection Oven	VIMY00000V123	Electric
417	Refrigerated Counter with 3 Drawer Kit	VIMY00000V123	Electric
418	Freezer Counter with 3 Drawer Kit	VIMY00000V123	Electric
419	Electric Carvery Pad	VIMY00000V123	Electric
420	Mobile Bains Marie Hotcupboard with Gantry, to run on 13A Supply	VIMY00000V123	Electric
421	Expansion Boiler	VIMY00000V123	Electric
422	Water Treatment Unit for above	VIMY00000V123	Electric
423	Refrigerated Counter	VIMY00000V123	Electric
424	Turbo Toaster	VIMY00000V123	Electric
425	Heated Cup Carousel	VIMY00000V123	Electric
426	Brewing System	VIMY00000V123	Electric
427	Insect Killer	VIMY00000V123	Electric
428	Food Waste Digestor	VIMY00000V123	Electric

Site: **Chester - Dales Barracks**

1	FOOD WASTE DISPOSER	BIN STORE	Electric
2	CHILLER UNIT FOR BEER CELLAR	NAAFI / SOCIAL CLUB	Electric
3	CHILLER UNIT FOR BEER CELLAR	NAAFI / SOCIAL CLUB	Electric
4	FREEZER	NAAFI / SOCIAL CLUB	Electric
5	FREEZER	NAAFI / SOCIAL CLUB	Electric
6	Fridge	NAAFI / SOCIAL CLUB	Electric
7	DISHWASHER	NAAFI / SOCIAL CLUB	Electric
8	Warm Cupboard	SANDHURST BLOCK (SLA-Permanent)	Electric
9	Warm Cupboard	SANDHURST BLOCK (SLA-Permanent)	Electric
10	Warm Cupboard	SANDHURST BLOCK (SLA-Permanent)	Electric
11	Warm Cupboard	SANDHURST BLOCK (SLA-Permanent)	Electric
12	Warm Cupboard	SANDHURST BLOCK (SLA-Permanent)	Electric
13	Warm Cupboard	SANDHURST BLOCK (SLA-Permanent)	Electric
14	Steam Oven	SANDHURST BLOCK (SLA-Permanent)	Electric
15	Steam Oven	SANDHURST BLOCK (SLA-Permanent)	Electric
16	Stoff Benham Warm Cupboard	SANDHURST BLOCK (SLA-Permanent)	Electric
17	Wolf Deep Fat Fryer	SANDHURST BLOCK (SLA-Permanent)	Electric
18	ELECTROLUX WATER BOILER	SANDHURST BLOCK (SLA-Permanent)	Electric
19	Chiller unit for cold room freezer	SANDHURST BLOCK (SLA-Permanent)	Electric
20	Chiller unit for cold room fridge	SANDHURST BLOCK (SLA-Permanent)	Electric
21	Fridge	SANDHURST BLOCK (SLA-Permanent)	Electric
22	Fridge	SANDHURST BLOCK (SLA-Permanent)	Electric
23	Fridge	SANDHURST BLOCK (SLA-Permanent)	Electric
24	SINGLE DOOR FREEZER	SANDHURST BLOCK (SLA-Permanent)	Electric
25	Fridge	SANDHURST BLOCK (SLA-Permanent)	Electric
26	Fridge	SANDHURST BLOCK (SLA-Permanent)	Electric
27	BRATT PAN S/N:MA020162497	SANDHURST BLOCK (SLA-Permanent)	
28	BRATT PAN S/N:MA-02170403	SANDHURST BLOCK (SLA-Permanent)	
29	CONVECTION STEAM OVEN	SANDHURST BLOCK (SLA-Permanent)	Electric
30	DISHWASHER	SANDHURST BLOCK (SLA-Permanent)	Electric
31	CONVECTION STEAM OVEN	SANDHURST BLOCK (SLA-Permanent)	Electric
32	SALAMANDER GRILL	SANDHURST BLOCK (SLA-Permanent)	Electric
33	SALAMANDER GRILL	SANDHURST BLOCK (SLA-Permanent)	Electric
34	SALAMANDER GRILL	SANDHURST BLOCK (SLA-Permanent)	Electric
35	SOLID TOP WITH OVEN	SANDHURST BLOCK (SLA-Permanent)	
36	4 BURNER RANGE WITH OVEN	SANDHURST BLOCK (SLA-Permanent)	
37	4 BURNER RANGE WITH CUPBOARD	SANDHURST BLOCK (SLA-Permanent)	
38	4 BURNER RANGE WITH CUPBOARD	SANDHURST BLOCK (SLA-Permanent)	
39	FRIDGE	SANDHURST BLOCK (SLA-Permanent)	Electric
40	ADV900 BOILING KETTLE	SANDHURST BLOCK (SLA-Permanent)	Electric
41	FOOD MIXER	SANDHURST BLOCK (SLA-Permanent)	Electric
42	FOOD MIXER	SANDHURST BLOCK (SLA-Permanent)	Electric
43	FRIDGE R134A/265G	SANDHURST BLOCK (SLA-Permanent)	Electric
44	DEEP FAT FRYER	SANDHURST BLOCK (SLA-Permanent)	Electric
45	BLAST CHILLER FREEZER	SANDHURST BLOCK (SLA-Permanent)	Electric
46	POTATO PEELER NO.1	SANDHURST BLOCK (SLA-Permanent)	Electric
47	POTATO PEELER NO.2	SANDHURST BLOCK (SLA-Permanent)	Electric
48	SERVERY CHILLER	SANDHURST BLOCK (SLA-Permanent)	Electric
49	SERVERY CHILLER	SANDHURST BLOCK (SLA-Permanent)	Electric

50	CONVEYOR TOASTER NO. 1	SANDHURST BLOCK (SLA-Permanent)	Electric
51	CONVEYOR TOASTER NO.2	SANDHURST BLOCK (SLA-Permanent)	Electric
52	ELECTRIC HOT WATER HEATER	SANDHURST BLOCK (SLA-Permanent)	Electric
53	MICROWAVE	SANDHURST BLOCK (SLA-Permanent)	Electric
54	ELECTRIC HOT WATER HEATER	SANDHURST BLOCK (SLA-Permanent)	Electric
55	MICROWAVE	SANDHURST BLOCK (SLA-Permanent)	Electric
56	MICROWAVE	SANDHURST BLOCK (SLA-Permanent)	Electric
57	ELECTRIC HOT WATER HEATER	SANDHURST BLOCK (SLA-Permanent)	Electric
58	MICROWAVE	SANDHURST BLOCK (SLA-Permanent)	Electric
59	ELECTRIC HOT WATER HEATER	SANDHURST BLOCK (SLA-Permanent)	Electric
60	MICROWAVE	SANDHURST BLOCK (SLA-Permanent)	Electric
61	ELECTRIC HOT WATER HEATER	SANDHURST BLOCK (SLA-Permanent)	Electric
62	MICROWAVE	SANDHURST BLOCK (SLA-Permanent)	Electric
63	ELECTRIC HOT WATER HEATER	SANDHURST BLOCK (SLA-Permanent)	Electric
64	STERILISING SINK NO.1	SANDHURST BLOCK (SLA-Permanent)	Electric
65	STERILISING SINK NO.2	SANDHURST BLOCK (SLA-Permanent)	Electric
66	SERVERY HOT PLATE	SANDHURST BLOCK (SLA-Permanent)	Electric
67	BARTLETT SPIRIT MEDIUM DUTY FRYER	OFFICERS MESS (SLA-Permanent)	
68	BARTLETT SABRE CONVECTION OVEN	OFFICERS MESS (SLA-Permanent)	
69	BARTLETT YEOMAN GRILL	OFFICERS MESS (SLA-Permanent)	
70	BARTLETT YEOMAN MEDIUM DUTY RANGE 6 BURNER TOP	OFFICERS MESS (SLA-Permanent)	
71	BARTLETT YEOMAN MEDIUM DUTY RANGE SOLID TOP	OFFICERS MESS (SLA-Permanent)	
72	BRAT PAN	OFFICERS MESS (SLA-Permanent)	
73	CHIP WARMER	OFFICERS MESS (SLA-Permanent)	Electric
74	STEAM OVEN 14/31	OFFICERS MESS (SLA-Permanent)	Electric
75	Fridge 1	OFFICERS MESS (SLA-Permanent)	Electric
76	Freezer	OFFICERS MESS (SLA-Permanent)	Electric
77	Fridge 2	OFFICERS MESS (SLA-Permanent)	Electric
78	DISHWASHER	OFFICERS MESS (SLA-Permanent)	Electric
79	MICROWAVE	OFFICERS MESS (SLA-Permanent)	Electric
80	POTATO PEELER	OFFICERS MESS (SLA-Permanent)	Electric
81	INSETOCUTOR NO.1	OFFICERS MESS (SLA-Permanent)	Electric
82	INSETOCUTOR NO.2	OFFICERS MESS (SLA-Permanent)	Electric
83	FOOD MIXER	OFFICERS MESS (SLA-Permanent)	Electric
84	grill	WOS AND SERGEANTS MESS (SLA-Permanent)	
85	Kitchen/servery hot plate 36/27	WOS AND SERGEANTS MESS (SLA-Permanent)	Electric
86	Kitchen steamer	WOS AND SERGEANTS MESS (SLA-Permanent)	Electric
87	Kitchen/servery hot plate	WOS AND SERGEANTS MESS (SLA-Permanent)	Electric
88	Kitchen fat fryer	WOS AND SERGEANTS MESS (SLA-Permanent)	Electric
89	Kitchen fat fryer	WOS AND SERGEANTS MESS (SLA-Permanent)	Electric

90	Kitchen oven	WOS AND SERGEANTS MESS (SLA-Permanent)	
91	Kitchen oven	WOS AND SERGEANTS MESS (SLA-Permanent)	
92	Kitchen gas range	WOS AND SERGEANTS MESS (SLA-Permanent)	
93	Kitchen hot plate	WOS AND SERGEANTS MESS (SLA-Permanent)	Electric
94	KITCHEN BRAT PAN 15/36	WOS AND SERGEANTS MESS (SLA-Permanent)	
95	Chiller unit for cold room	WOS AND SERGEANTS MESS (SLA-Permanent)	Electric
96	Freezer	WOS AND SERGEANTS MESS (SLA-Permanent)	Electric
97	Fridge 3	WOS AND SERGEANTS MESS (SLA-Permanent)	Electric
98	Fridge 1	WOS AND SERGEANTS MESS (SLA-Permanent)	Electric
99	Fridge 2	WOS AND SERGEANTS MESS (SLA-Permanent)	Electric
100	POTATO PEELER	WOS AND SERGEANTS MESS (SLA-Permanent)	Electric
101	DISHWASHER	WOS AND SERGEANTS MESS (SLA-Permanent)	Electric
102	MICROWAVE	WOS AND SERGEANTS MESS (SLA-Permanent)	Electric
103	ELECTRIC HOT WATER HEATER	WOS AND SERGEANTS MESS (SLA-Permanent)	Electric
104	MICROWAVE	WOS AND SERGEANTS MESS (SLA-Permanent)	Electric
105	ELECTRIC HOT WATER HEATER	WOS AND SERGEANTS MESS (SLA-Permanent)	Electric
106	COUNTER TOP HOB 3 X RINGS	WOS AND SERGEANTS MESS (SLA-Permanent)	
107	COUNTER TOP BAIN MARIE	WOS AND SERGEANTS MESS (SLA-Permanent)	Electric
108	COUNTER TOP SOLID TOP	WOS AND SERGEANTS MESS (SLA-Permanent)	Electric

Site: Fylingdales RAF

Microwave	FYLD07000309 RPC Contractors	Electric
Steriliser Sink	FYLD07000309 RPC Contractors	Electric
Hot Water Still	FYLD07000309 RPC Contractors	Electric
Extract Canopy and Fans	FYLD07000309 RPC Contractors	Electric
Microwave Oven	FYLD07000314 Fire Station	Electric
Toaster 4 Slot	FYLD07000387 Combined Mess	Electric
Toaster 4 Slot	FYLD07000387 Combined Mess	Electric
Toaster 6 Slot	FYLD07000387 Combined Mess	Electric
Soup Kettle	FYLD07000387 Combined Mess	Electric

Soup Kettle	FYLD07000387 Combined Mess	Electric
Soup Kettle	FYLD07000387 Combined Mess	Electric
Range	FYLD07000387 Combined Mess	Electric
Grill	FYLD07000387 Combined Mess	Electric
Fish Fryer Twin	FYLD07000387 Combined Mess	Electric
Bratt Pan	FYLD07000387 Combined Mess	Electric
Grill Pannini	FYLD07000387 Combined Mess	Electric
Meat Slicer	FYLD07000387 Combined Mess	Electric
Potato Peeler	FYLD07000387 Combined Mess	Electric
Dishwasher	FYLD07000387 Combined Mess	Electric
Mixer	FYLD07000387 Combined Mess	Electric
Waste Disposal Unit	FYLD07000387 Combined Mess	Electric
Waste Disposal Unit	FYLD07000387 Combined Mess	Electric
Waste Disposal Unit	FYLD07000387 Combined Mess	Electric
Electric Hot Water Boiler	FYLD07000387 Combined Mess	Electric
Servery	FYLD07000387 Combined Mess	Electric
Servery	FYLD07000387 Combined Mess	Electric
Sterilisation Sink	FYLD07000387 Combined Mess	Electric
Microwave Oven	FYLD07000387 Combined Mess	Electric
Insectocuter	FYLD07000387 Combined Mess	Electric
Insectocuter	FYLD07000387 Combined Mess	Electric
Insectocuter	FYLD07000387 Combined Mess	Electric
Insectocuter	FYLD07000387 Combined Mess	Electric
Insectocuter	FYLD07000387 Combined Mess	Electric
Insectocuter	FYLD07000387 Combined Mess	Electric
Insectocuter	FYLD07000387 Combined Mess	Electric
Insectocuter	FYLD07000387 Combined Mess	Electric
Insectocuter	FYLD07000387 Combined Mess	Electric
Oil Filtration Unit	FYLD07000387 Combined Mess	Electric
Combi Oven	FYLD07000387 Combined Mess	Electric
Combi Oven	FYLD07000387 Combined Mess	Electric
Robot Coupe	FYLD07000387 Combined Mess	Electric
Robot Coupe	FYLD07000387 Combined Mess	Electric
Refridgerator Upright Meat	FYLD07000387 Combined Mess	Electric
Under Counter Fridge	FYLD07000387 Combined Mess	Electric
Freezer Upright	FYLD07000387 Combined Mess	Electric
Refridgerator Upright	FYLD07000387 Combined Mess	Electric
Refridgerator Upright	FYLD07000387 Combined Mess	Electric
Refridgerator Counter	FYLD07000387 Combined Mess	Electric
Refridgerator Counter	FYLD07000387 Combined Mess	Electric
Refridgerator Upright Meat	FYLD07000387 Combined Mess	Electric
Blast Chiller	FYLD07000387 Combined Mess	Electric

Site: Leconfield Normandy Barracks

	Officers' Mess	
Food Mixer	LFNY00000006 Officers Mess	
Water Boiling Pans	LFNY00000006 Officers Mess	
Gas Grill	LFNY00000006 Officers Mess	
Nat. Gas Fryer	LFNY00000006 Officers Mess	
Nat. Gas Fryer	LFNY00000006 Officers Mess	

COMBI OVEN	LFNY00000006 Officers Mess	
COMBI OVEN	LFNY00000006 Officers Mess	
Solid Top Gas Oven	LFNY00000006 Officers Mess	
Open Top Oven Nat Gas	LFNY00000006 Officers Mess	
Sergeants Mess		
Bratt Pan Electric	LFNY00000059 Sergeants Mess	Electric
Fryer Electric	LFNY00000059 Sergeants Mess	Electric
Oven Electric	LFNY00000059 Sergeants Mess	Electric
Oven Electric	LFNY00000059 Sergeants Mess	Electric
Toaster	LFNY00000059 Sergeants Mess	Electric
Toaster	LFNY00000059 Sergeants Mess	Electric
Bratt Pan Electric 3ph	LFNY00000059 Sergeants Mess	Electric
Food Mixer	LFNY00000059 Sergeants Mess	Electric
Meat Slicer	LFNY00000059 Sergeants Mess	Electric
Coffee Perculator	LFNY00000059 Sergeants Mess	Electric
Hot Water Boiler	LFNY00000059 Sergeants Mess	Electric
Hot Water Boiler	LFNY00000059 Sergeants Mess	Electric
Food Mixer	LFNY00000059 Sergeants Mess	Electric
Potato Rumbler	LFNY00000059 Sergeants Mess	Electric
Combi- Oven Electric	LFNY00000059 Sergeants Mess	Electric
Combi-Oven Electric	LFNY00000059 Sergeants Mess	Electric
Food Prep Machine	LFNY00000059 Sergeants Mess	Electric
Food Mixer Stick Blender	LFNY00000059 Sergeants Mess	Electric
Veg prep unit	LFNY00000059 Sergeants Mess	Electric
Microwave	LFNY00000059 Sergeants Mess	Electric
Servery Counter	LFNY00000059 Sergeants Mess	Electric
Servery Counter	LFNY00000059 Sergeants Mess	Electric
Lowerator	LFNY00000059 Sergeants Mess	Electric
Boiling Pan Electric	LFNY00000059 Sergeants Mess	Electric
Grill Electric	LFNY00000059 Sergeants Mess	Electric
Grill Electric	LFNY00000059 Sergeants Mess	
Gas Fryer	LFNY00000071 Hanger5 (Gym/SportsHall/LeisureCentre)	
Gas Griddle	LFNY00000071 Hanger5 (Gym/SportsHall/LeisureCentre)	
Junior Ranks Mess		
Combi-Oven	LFNY00000637 Junior Ranks Mess	Electric
Combi-Oven	LFNY00000637 Junior Ranks Mess	Electric
Combi-Oven	LFNY00000637 Junior Ranks Mess	Electric
Dishwasher	LFNY00000637 Junior Ranks Mess	Electric
Dishwasher Pan Wash	LFNY00000637 Junior Ranks Mess	Electric
Rotary Toaster	LFNY00000637 Junior Ranks Mess	Electric
Rotary Toaster	LFNY00000637 Junior Ranks Mess	Electric
Veg Slicer	LFNY00000637 Junior Ranks Mess	Electric
Kitchen Equipment	LFNY00000637 Junior Ranks Mess	Electric
Extraction Canopy	LFNY00000637 Junior Ranks Mess	Electric
Meat Slicer	LFNY00000637 Junior Ranks Mess	Electric
Potatoe Rumbler	LFNY00000637 Junior Ranks Mess	Electric
Potatoe Rumbler	LFNY00000637 Junior Ranks Mess	Electric
Induction Hob Unit	LFNY00000637 Junior Ranks Mess	Electric

Food Mixer	LFNY00000637 Junior Ranks Mess	Electric
Food Mixer	LFNY00000637 Junior Ranks Mess	Electric
Food Mixer	LFNY00000637 Junior Ranks Mess	Electric
Mobile Plate Warmer	LFNY00000637 Junior Ranks Mess	Electric
Mobile Plate Warmer	LFNY00000637 Junior Ranks Mess	Electric
Mobile Plate Warmer	LFNY00000637 Junior Ranks Mess	Electric
Plate Warmer	LFNY00000637 Junior Ranks Mess	Electric
Plate Warmer	LFNY00000637 Junior Ranks Mess	Electric
Plate Warmer	LFNY00000637 Junior Ranks Mess	Electric
Plate Warmer	LFNY00000637 Junior Ranks Mess	Electric
Plate Warmer	LFNY00000637 Junior Ranks Mess	Electric
Plate Warmer	LFNY00000637 Junior Ranks Mess	Electric
Plate Warmer	LFNY00000637 Junior Ranks Mess	Electric
Plate Warmer	LFNY00000637 Junior Ranks Mess	Electric
Plate Warmer	LFNY00000637 Junior Ranks Mess	Electric
Combi-Oven	LFNY00000637 Junior Ranks Mess	Electric
Combi-Oven	LFNY00000637 Junior Ranks Mess	Electric
Combi-Oven	LFNY00000637 Junior Ranks Mess	Electric
Combi-Oven	LFNY00000637 Junior Ranks Mess	Electric
Combi-Oven Electric	LFNY00000637 Junior Ranks Mess	Electric
Combi - Oven Electric	LFNY00000637 Junior Ranks Mess	Electric
Veg Slicer	LFNY00000637 Junior Ranks Mess	Electric
Food Prep Machine	LFNY00000637 Junior Ranks Mess	Electric
Food Mixer Stick Blender	LFNY00000637 Junior Ranks Mess	Electric
Servery Unit	LFNY00000637 Junior Ranks Mess	Electric
Servery Unit	LFNY00000637 Junior Ranks Mess	Electric
Servery Unit	LFNY00000637 Junior Ranks Mess	Electric
Servery Unit	LFNY00000637 Junior Ranks Mess	Electric
Servery Unit	LFNY00000637 Junior Ranks Mess	Electric
Hot Cupboard	LFNY00000637 Junior Ranks Mess	Electric
Bratt Pan No 1	LFNY00000637 Junior Ranks Mess	
Bratt Pan No2	LFNY00000637 Junior Ranks Mess	
Bratt Pan NatGas	LFNY00000637 Junior Ranks Mess	
Bratt Pan Nat Gas	LFNY00000637 Junior Ranks Mess	
Bratt Pan Nat Gas	LFNY00000637 Junior Ranks Mess	
Grill	LFNY00000637 Junior Ranks Mess	
Grill	LFNY00000637 Junior Ranks Mess	
Hob (Pastry prep) No2	LFNY00000637 Junior Ranks Mess	
Oven (burner top)	LFNY00000637 Junior Ranks Mess	
Oven (solid top)	LFNY00000637 Junior Ranks Mess	
GAS FRYER UNIT	LFNY00000637 Junior Ranks Mess	
GAS FRYER UNIT	LFNY00000637 Junior Ranks Mess	
GAS FRYER UNIT	LFNY00000637 Junior Ranks Mess	
Chargrill Stone & Stand	LFNY00000637 Junior Ranks Mess	
Oven	LFNY00000637 Junior Ranks Mess	
Grill	LFNY00000648 Rashleigh Bldg (202 Sqn Hangar)	
4 Ring Hob & Oven	LFNY00000648 Rashleigh Bldg (202 Sqn Hangar)	
Twin Fryer	LFNY00000648 Rashleigh Bldg (202 Sqn Hangar)	
Combi-Oven	LFNY00000719 The Roadhouse	Electric

Oven Electric	LFNY00000719 The Roadhouse	Electric
Fryer	LFNY00000719 The Roadhouse	Electric
Griddle	LFNY00000719 The Roadhouse	Electric
Microwave	LFNY00000719 The Roadhouse	Electric
Sandwich Maker	LFNY00000719 The Roadhouse	Electric
Hot Display Unit	LFNY00000719 The Roadhouse	Electric
Extraction Canopy	LFNY00000719 The Roadhouse	Electric
Tea Boiler	LFNY00000719 The Roadhouse	Electric
Hot Servery	LFNY00000719 The Roadhouse	Electric

Site:

Leeming RAF

Water Heater	LEEM00000003 HANGAR 3 - RTP/AMPEC	Electric
Water Boiler - Crewroom	LEEM00000003 HANGAR 3 - RTP/AMPEC	Electric
Toastie Machine - 100Squadron Kitchen	LEEM00000004 HANGAR 4 - 100 SQN	Electric
Upright Fridge - 100Squadron Kitchen	LEEM00000004 HANGAR 4 - 100 SQN	Electric
Chest Freezer = 100Squadron Kitchen	LEEM00000004 HANGAR 4 - 100 SQN	Electric
Toastie Machine - 100Squadron Kitchen	LEEM00000004 HANGAR 4 - 100 SQN	Electric
Insecta Flash anti insect light - 100Squadron Kit	LEEM00000004 HANGAR 4 - 100 SQN	Electric
Deep Fat Fryer - 100Squadron Kitchen	LEEM00000004 HANGAR 4 - 100 SQN	Electric
Griddle - 100Squadron Kitchen	LEEM00000004 HANGAR 4 - 100 SQN	Electric
Grill - 100Squadron Kitchen	LEEM00000004 HANGAR 4 - 100 SQN	Electric
Servery - 100Squadron Kitchen	LEEM00000004 HANGAR 4 - 100 SQN	Electric
Dishwasher - 100Squadron Kitchen	LEEM00000004 HANGAR 4 - 100 SQN	Electric
Microwave Oven - 100Squadron Kitchen	LEEM00000004 HANGAR 4 - 100 SQN	
4 Ring Stove Top & Oven - 100Squadron Kitchen	LEEM00000004 HANGAR 4 - 100 SQN	Electric
Water Boiler - ASMT Crewroom Tea Boiler	LEEM00000005 HANGAR 5 - MT/34SQN	Electric
Macerator	LEEM00000006 HPS 3	Electric
Water Boiler - AEF Kitchen	LEEM00000016 NUAS & 11 AEF	Electric
Water Boiler -NUAS Kitchen	LEEM00000016 NUAS & 11 AEF	Electric
Water Boiler - Crewroom Tea Boiler	LEEM00000022 Site Facility and Safety Team (SFST)	Electric
Water Boiler - Crewroom Tea Boiler	LEEM00000032 LOGISTICS SQN HQ	Electric
Water Boiler Crewroom Tea Boiler	LEEM00000034 Armament Engr Flight	Electric
Water Boiler - Crewroom Tea Boiler	LEEM00000036 Station Workshops	Electric

Water Boiler - Crewroom	LEEM00000044 MT CONTROL AND DRIVERS REST ROOM	Electric
Water Boiler - Crewroom	LEEM00000044 MT CONTROL AND DRIVERS REST ROOM	Electric
Water Boiler RAF Reg	LEEM00000045 FORCE DEVELOPMENT SQN	Electric
Water Boiler PD Flight Kitchen	LEEM00000045 FORCE DEVELOPMENT SQN	Electric
Sanitary Incinerator - Accessible/Female Toilet	LEEM00000057 JFACTSU	Electric
Water Boiler - Crewroom Tea Boiler	LEEM00000057 JFACTSU	Electric
Refrigerator	LEEM00000117 OTC	Electric
Microwave Oven	LEEM00000117 OTC	Electric
Water Heater- Cleaners cupboard	LEEM00000117 OTC	Electric
Water Heater - Female Toilet	LEEM00000117 OTC	Electric
Microwave Oven	LEEM00000121 MDHU(N) Store	Electric
Refrigerator	LEEM00000121 MDHU(N) Store	Electric
Water Heater -Cleaners	LEEM00000121 MDHU(N) Store	
GAS CATERING EQUIPMENT	LEEM00000153 90SU 5SQN	Electric
Cooker F/F Flat	LEEM00000201 The Leeming FamiliesBar/Spar Shop	Electric
Flystop	LEEM00000201 The Leeming FamiliesBar/Spar Shop	Electric
Flystop	LEEM00000201 The Leeming FamiliesBar/Spar Shop	Electric
Built-in Hob Unit - Guardroom crewroom	LEEM00000204 Main Guardroom	Electric
Built-in Oven - Guardroom crewroom	LEEM00000204 Main Guardroom	Electric
Water Boiler Police Flight Kitchen Tea Boiler	LEEM00000204 Main Guardroom	Electric
Water Boiler - First Floor Tea Bar	LEEM00000205 Station HQ	Electric
Water Boiler -Ground Floor Tea Bar	LEEM00000205 Station HQ	Electric
Drinks Fridge	LEEM00000208 WO & SERGEANTS MESS	Electric
Drinks Fridge	LEEM00000208 WO & SERGEANTS MESS	Electric
Glass Washer	LEEM00000208 WO & SERGEANTS MESS	Electric
Chilled Drinks Dispenser	LEEM00000208 WO & SERGEANTS MESS	Electric
Drinks Cooler/Dispenser Unit	LEEM00000208 WO & SERGEANTS MESS	Electric
Flystop	LEEM00000208 WO & SERGEANTS MESS	Electric
Soup Kettle	LEEM00000208 WO & SERGEANTS MESS	Electric

Meat Slicer	LEEM00000208 WO & SERGEANTS MESS	Electric
Boiling Top	LEEM00000208 WO & SERGEANTS MESS	Electric
Griddle	LEEM00000208 WO & SERGEANTS MESS	Electric
Bratt Pan	LEEM00000208 WO & SERGEANTS MESS	Electric
Refrigerators	LEEM00000208 WO & SERGEANTS MESS	Electric
Thaw Cabinet	LEEM00000208 WO & SERGEANTS MESS	Electric
Refrigerator - Prep Counter Units	LEEM00000208 WO & SERGEANTS MESS	Electric
Freezer Unit	LEEM00000208 WO & SERGEANTS MESS	Electric
Blast Chiller	LEEM00000208 WO & SERGEANTS MESS	Electric
Combi Oven	LEEM00000208 WO & SERGEANTS MESS	Electric
Floor Standing Mixer	LEEM00000208 WO & SERGEANTS MESS	Electric
Dish Washer	LEEM00000208 WO & SERGEANTS MESS	Electric
Combi Oven - self cleaning	LEEM00000208 WO & SERGEANTS MESS	Electric
Coffee Machine	LEEM00000208 WO & SERGEANTS MESS	Electric
Bench Mixer	LEEM00000208 WO & SERGEANTS MESS	Electric
Peeler	LEEM00000208 WO & SERGEANTS MESS	Electric
Mixer	LEEM00000208 WO & SERGEANTS MESS	Electric
Plate Lowerator	LEEM00000208 WO & SERGEANTS MESS	Electric
Flystop	LEEM00000208 WO & SERGEANTS MESS	Electric
Refrigerated Counter	LEEM00000208 WO & SERGEANTS MESS	Electric
Microwave Oven	LEEM00000208 WO & SERGEANTS MESS	Electric
Sterilizer Sink	LEEM00000208 WO & SERGEANTS MESS	Electric
Freezer Unit	LEEM00000208 WO & SERGEANTS MESS	Electric
Veg Prep M/C	LEEM00000208 WO & SERGEANTS MESS	Electric
Food Processor	LEEM00000208 WO & SERGEANTS MESS	Electric

Bain Marie Hot Cupboards C/W Gantries	LEEM00000208 WO & SERGEANTS MESS	Electric
Refrigerated Counter C/W Gantries	LEEM00000208 WO & SERGEANTS MESS	Electric
Flystop	LEEM00000208 WO & SERGEANTS MESS	Electric
Ice Machine	LEEM00000208 WO & SERGEANTS MESS	Electric
Refridgerator	LEEM00000208 WO & SERGEANTS MESS	
Range	LEEM00000208 WO & SERGEANTS MESS	
Fryer	LEEM00000208 WO & SERGEANTS MESS	
Fryer	LEEM00000208 WO & SERGEANTS MESS	
Grill & Mobile Stand	LEEM00000208 WO & SERGEANTS MESS	Electric
Chilled Drinks Dispenser	LEEM00000214 OFFICERS MESS	Electric
Drinks Cooler/Dispenser Unit	LEEM00000214 OFFICERS MESS	Electric
Chest Freezer	LEEM00000214 OFFICERS MESS	Electric
Coffee Machine	LEEM00000214 OFFICERS MESS	Electric
Griddle Flat Top	LEEM00000214 OFFICERS MESS	Electric
3 Ring Boiler	LEEM00000214 OFFICERS MESS	Electric
Blast Chiller	LEEM00000214 OFFICERS MESS	Electric
Upright Freezer	LEEM00000214 OFFICERS MESS	Electric
Chest Freezer	LEEM00000214 OFFICERS MESS	Electric
Double Fridge	LEEM00000214 OFFICERS MESS	Electric
Grill Machine	LEEM00000214 OFFICERS MESS	Electric
Deep Fat Fryer	LEEM00000214 OFFICERS MESS	Electric
Mixing Machine - Table Top	LEEM00000214 OFFICERS MESS	Electric
Meat Slicer	LEEM00000214 OFFICERS MESS	Electric
Mixing Machine	LEEM00000214 OFFICERS MESS	Electric
Dishwasher	LEEM00000214 OFFICERS MESS	Electric
Microwave Oven	LEEM00000214 OFFICERS MESS	Electric
Mincing Machine	LEEM00000214 OFFICERS MESS	Electric
Flystop	LEEM00000214 OFFICERS MESS	Electric
Veg Rumbler	LEEM00000214 OFFICERS MESS	Electric
Servery/Fridge	LEEM00000214 OFFICERS MESS	Electric
Microwave Oven	LEEM00000214 OFFICERS MESS	Electric
Plate Warmer - Small	LEEM00000214 OFFICERS MESS	Electric
Defrosting Cabinet	LEEM00000214 OFFICERS MESS	Electric
Glass Washer	LEEM00000214 OFFICERS MESS	Electric
Plate Warmer	LEEM00000214 OFFICERS MESS	Electric
Plate Warmer - Small	LEEM00000214 OFFICERS MESS	Electric
Soup Kettle	LEEM00000214 OFFICERS MESS	Electric
Drinks Fridge	LEEM00000214 OFFICERS MESS	Electric
Hot Cupboard	LEEM00000214 OFFICERS MESS	Electric
Tin Wash Double Tank.	LEEM00000214 OFFICERS MESS	Electric
Bain Marie	LEEM00000214 OFFICERS MESS	Electric

Refrigerated Counter	LEEM00000214 OFFICERS MESS	Electric
Refrigerated Counter	LEEM00000214 OFFICERS MESS	Electric
Refrigerated Counter	LEEM00000214 OFFICERS MESS	Electric
Water Heater	LEEM00000214 OFFICERS MESS	
Combination Oven - Large	LEEM00000214 OFFICERS MESS	
Four Ring Oven	LEEM00000214 OFFICERS MESS	
Combination Oven	LEEM00000214 OFFICERS MESS	
Rotary Kebab Grill	LEEM00000214 OFFICERS MESS	
Tilting Brat Pan	LEEM00000214 OFFICERS MESS	
Super Grill	LEEM00000214 OFFICERS MESS	Electric
Water Boiler - Crewroom Tea Boiler	LEEM00000237 609 (WR) QSN/VICKERS BARRACK BLOCK	Electric
Macerator	LEEM00000250 PTRC	Electric
Water Boiler 1st floor crewroom	LEEM00000269 EES (90 SU)	Electric
Macerator	LEEM00000316 EHS PBF	Electric
Water Boiler	LEEM00000405 EXCON 3	Electric
Macerator	LEEM00000406 NHS - HPS	Electric
Macerator	LEEM00000408 NHS PBF	Electric
Water Boiler	LEEM00000409 EXCON 2	Electric
Dishwasher	LEEM00000422 EXCON 1	Electric
Deep Fat Fryer	LEEM00000422 EXCON 1	Electric
Grill	LEEM00000422 EXCON 1	Electric
Fridge / Freezer Unit	LEEM00000422 EXCON 1	Electric
Oven	LEEM00000422 EXCON 1	Electric
Flystop	LEEM00000422 EXCON 1	Electric
Microwave Oven	LEEM00000422 EXCON 1	Electric
Refrigerator	LEEM0000124F MDHU(N) HR & Trg Teams/Fire Safety (N) Training Team	Electric
Fridge/Freezer	LEEM0000124F MDHU(N) HR & Trg Teams/Fire Safety (N) Training Team	Electric
Microwave Oven	LEEM0000124F MDHU(N) HR & Trg Teams/Fire Safety (N) Training Team	Electric
Fridge/Freezer	LEEM0000124F MDHU(N) HR & Trg Teams/Fire Safety (N) Training Team	Electric
Water Heater	LEEM0000124F MDHU(N) HR & Trg Teams/Fire Safety (N) Training Team	Electric
Water Heater	LEEM0000124F MDHU(N) HR & Trg Teams/Fire Safety (N) Training Team	Electric
Water Boiler	LEEM0000153D 90SU/TWC HQ - BERNARD	Electric
S/STEEL CONDENSE CANOPY	LEEM0000237A JUNIOR RANKS MESS	Electric
S/STEEL SERVICE SPINE COMPLETE WITH TWO RISERS	LEEM0000237A JUNIOR RANKS MESS	Electric
1312-000-E COUNTER TOP CONVEYOR OVEN	LEEM0000237A JUNIOR RANKS MESS	Electric
E1808 FREESTANDING SINGLE PAN FRYER	LEEM0000237A JUNIOR RANKS MESS	Electric
HD300S APURO HEAVY DUTY SLICER	LEEM0000237A JUNIOR RANKS MESS	Electric

E6128-10 POTATO PEELER C/W FLOOR STAND	LEEM0000237A JUNIOR RANKS MESS	Electric
HSM30 FLOOR MOUNTED MIXER	LEEM0000237A JUNIOR RANKS MESS	Electric
HSM40 FLOOR MOUNTED MIXER	LEEM0000237A JUNIOR RANKS MESS	Electric
CS3000QT 4 RING INDUCTION HOB C/W FLOOR STAND	LEEM0000237A JUNIOR RANKS MESS	Electric
MOD18 BULK WATER BOILER WITH 2 DRAW OFF TAPS	LEEM0000237A JUNIOR RANKS MESS	Electric
MOBILE S/STEEL PLAIN TOP PASS THROUGH HOT CUPBOARD	LEEM0000237A JUNIOR RANKS MESS	Electric
MOBILE S/STEEL UTENSIL SINK/BOWLS/MOB KIT/TAPS	LEEM0000237A JUNIOR RANKS MESS	Electric
FV270.2 PASS THROUGH UTENSIL WASH MACHINE	LEEM0000237A JUNIOR RANKS MESS	Electric
HP2 MOBILE TWIN TUBE HEATED PLATE DISPENSER	LEEM0000237A JUNIOR RANKS MESS	Electric
IF50SS INSECT KILLER	LEEM0000237A JUNIOR RANKS MESS	Electric
SCC101 10 GRID COMBINATION OVEN	LEEM0000237A JUNIOR RANKS MESS	Electric
SCC201 TWENTY GRID COMBINATION OVEN	LEEM0000237A JUNIOR RANKS MESS	Electric
SCC101 10 GRID COMBO OVEN	LEEM0000237A JUNIOR RANKS MESS	Electric
DTC2 CONVEYOR TOASTER	LEEM0000237A JUNIOR RANKS MESS	Electric
NE1880 MICROWAVE OVEN	LEEM0000237A JUNIOR RANKS MESS	Electric
CL55 VEG PREP MACHINE	LEEM0000237A JUNIOR RANKS MESS	Electric
R301U FOOD PROCESSOR	LEEM0000237A JUNIOR RANKS MESS	Electric
S/STEEL AMBIENT CASH COUNTER	LEEM0000237A JUNIOR RANKS MESS	Electric
SERVERY COUNTER	LEEM0000237A JUNIOR RANKS MESS	Electric
SERVERY COUNTER	LEEM0000237A JUNIOR RANKS MESS	Electric
SERVERY COUNTER WITH INSET WASH HAND BASIN	LEEM0000237A JUNIOR RANKS MESS	Electric
H135SS UNDERCOUNTER REFRIGERATOR	LEEM0000237A JUNIOR RANKS MESS	Electric
HG2TSS DOUBLE DOOR REFRIGERATOR	LEEM0000237A JUNIOR RANKS MESS	Electric
MODEL WBC40 BLAST CHILLER	LEEM0000237A JUNIOR RANKS MESS	Electric
BULK FREEZER STORE	LEEM0000237A JUNIOR RANKS MESS	Electric
LG1TSS SINGLE DOOR REFRIGERATOR	LEEM0000237A JUNIOR RANKS MESS	Electric
MG2TSS DOUBLE DOOR MEAT REFRIGERATOR	LEEM0000237A JUNIOR RANKS MESS	Electric
BULK REFRIGERATION STORE	LEEM0000237A JUNIOR RANKS MESS	Electric
HG1TSS SINGLE DOOR REFRIGERATOR	LEEM0000237A JUNIOR RANKS MESS	Electric
S10T THAW CABINET	LEEM0000237A JUNIOR RANKS MESS	Electric
HO3U 3 DOOR REFRIGERATED COUNTER TOPS C/W DRAWERS	LEEM0000237A JUNIOR RANKS MESS	Electric
LO3U 3 DOOR FREEZER COUNTER	LEEM0000237A JUNIOR RANKS MESS	Electric
MG1TSS SINGLE DOOR MEAT REFRIGERATOR	LEEM0000237A JUNIOR RANKS MESS	Electric

R125SCS S/STEEL FREESTANDING REFRIGERATED MULTIDEC	LEEM0000237A JUNIOR RANKS MESS	Electric
Tea Boiler - Restroom	LEEM0000237A JUNIOR RANKS MESS	
G1848X MOBILE TWIN PAN FRYER	LEEM0000237A JUNIOR RANKS MESS	
G2994 MANUAL TILT BRATT PAN	LEEM0000237A JUNIOR RANKS MESS	
G1006X HEAVY DUTY 4 BURNER OPEN TOP RANGE	LEEM0000237A JUNIOR RANKS MESS	
G1838X MOBILE SINGLE PAN FRYER	LEEM0000237A JUNIOR RANKS MESS	
G2522 GRILL	LEEM0000237A JUNIOR RANKS MESS	

Site:

Linton-on-Ouse RAF

3 DOOR COUNTER TOP FRIDGE	LOUS0000009 COMMUNITY WELFARE AND SOCIAL FACILITIES	Electric
DOUBLE DOOR CABINET FREEZER	LOUS0000009 COMMUNITY WELFARE AND SOCIAL FACILITIES	Electric
FRONT OPENING PLATE AND PAN WASH MACHINE	LOUS0000009 COMMUNITY WELFARE AND SOCIAL FACILITIES	Electric
COUNTER TOP FRIDGE	LOUS0000009 COMMUNITY WELFARE AND SOCIAL FACILITIES	Electric
UNDER COUNTER FREEZER	LOUS0000009 COMMUNITY WELFARE AND SOCIAL FACILITIES	Electric
BLAST CHILLER	LOUS0000009 COMMUNITY WELFARE AND SOCIAL FACILITIES	Electric
DOUBLE DOOR FREEZER CABINET	LOUS0000009 COMMUNITY WELFARE AND SOCIAL FACILITIES	Electric
FRIDGE DOUBLE DOOR CABINET	LOUS0000009 COMMUNITY WELFARE AND SOCIAL FACILITIES	Electric
DISHWASHER INDUSTRIAL	LOUS0000009 COMMUNITY WELFARE AND SOCIAL FACILITIES	Electric
COMBI OVEN STEAMER	LOUS0000009 COMMUNITY WELFARE AND SOCIAL FACILITIES	Electric
COMBI OVEN STEAMER	LOUS0000009 COMMUNITY WELFARE AND SOCIAL FACILITIES	Electric
DOUBLE DEEP FRYER	LOUS0000009 COMMUNITY WELFARE AND SOCIAL FACILITIES	Electric
DOUBLE DEEP FAT FRYER	LOUS0000009 COMMUNITY WELFARE AND SOCIAL FACILITIES	Electric
ELECTRIC GRILL	LOUS0000009 COMMUNITY WELFARE AND SOCIAL FACILITIES	Electric
GRIDDLE COOKER	LOUS0000009 COMMUNITY WELFARE AND SOCIAL FACILITIES	Electric
4 RING COOKER TOP	LOUS0000009 COMMUNITY WELFARE AND SOCIAL FACILITIES	Electric
FREEZER	LOUS0000009 COMMUNITY WELFARE AND SOCIAL FACILITIES	Electric
FREEZER	LOUS0000009 COMMUNITY WELFARE AND SOCIAL FACILITIES	Electric
ELECTRICALLY HEATED HOT PLATE	LOUS0000009 COMMUNITY WELFARE AND SOCIAL FACILITIES	Electric

HALOGEN LAMP SERVERY TOP	LOUS0000009 COMMUNITY WELFARE AND SOCIAL FACILITIES	Electric
SALAD BAR DISPLAY	LOUS0000009 COMMUNITY WELFARE AND SOCIAL FACILITIES	Electric
SALAD BAR COOLER	LOUS0000009 COMMUNITY WELFARE AND SOCIAL FACILITIES	Electric
INSECT KILLERS	LOUS0000009 COMMUNITY WELFARE AND SOCIAL FACILITIES	Electric
WASTE DISPOSAL UNIT	LOUS0000009 COMMUNITY WELFARE AND SOCIAL FACILITIES	Electric
Upright refrigerator	LOUS0000032 SERGEANTS MESS (SLA-Permanent)	Electric
freezer upright	LOUS0000032 SERGEANTS MESS (SLA-Permanent)	Electric
degreaser pumps	LOUS0000032 SERGEANTS MESS (SLA-Permanent)	Electric
SINK WATER HEATER	LOUS0000032 SERGEANTS MESS (SLA-Permanent)	Electric
upright single freezer	LOUS0000032 SERGEANTS MESS (SLA-Permanent)	Electric
upright refrigerator	LOUS0000032 SERGEANTS MESS (SLA-Permanent)	Electric
Upright Freezer	LOUS0000032 SERGEANTS MESS (SLA-Permanent)	Electric
REFRIGERATOR	LOUS0000032 SERGEANTS MESS (SLA-Permanent)	Electric
FREEZER	LOUS0000032 SERGEANTS MESS (SLA-Permanent)	Electric
REFRIGERATOR	LOUS0000032 SERGEANTS MESS (SLA-Permanent)	Electric
2 DOOR COUNTER FRIDGE	LOUS0000032 SERGEANTS MESS (SLA-Permanent)	Electric
SMALL FRIDGE	LOUS0000032 SERGEANTS MESS (SLA-Permanent)	Electric
Blast chiller	LOUS0000032 SERGEANTS MESS (SLA-Permanent)	Electric
PLATE WASH	LOUS0000032 SERGEANTS MESS (SLA-Permanent)	Electric
MIXER	LOUS0000032 SERGEANTS MESS (SLA-Permanent)	Electric
Potato Rumbler	LOUS0000032 SERGEANTS MESS (SLA-Permanent)	Electric
WATER HEATER	LOUS0000032 SERGEANTS MESS (SLA-Permanent)	Electric
DEEP FAT FYER	LOUS0000032 SERGEANTS MESS (SLA-Permanent)	Electric
WASTE DISPOSAL	LOUS0000032 SERGEANTS MESS (SLA-Permanent)	Electric
INSECT KILLER	LOUS0000032 SERGEANTS MESS (SLA-Permanent)	

BRATT PAN	LOUS00000032 SERGEANTS MESS (SLA-Permanent)	
OPEN RANGE OVEN	LOUS00000032 SERGEANTS MESS (SLA-Permanent)	
OPEN RANGE OVEN	LOUS00000032 SERGEANTS MESS (SLA-Permanent)	
COMBINATION OVEN GAS	LOUS00000032 SERGEANTS MESS (SLA-Permanent)	
COMBINATION OVEN GAS	LOUS00000032 SERGEANTS MESS (SLA-Permanent)	
GAS GRILL	LOUS00000032 SERGEANTS MESS (SLA-Permanent)	Electric
Water Boiler	LOUS00000036 Guard Room	Electric
REFRIGERATOR	LOUS00000069 MAIN BUILDING OFFICERS MESS (SLA-Permanent)	Electric
DISPLAY FRIDGE	LOUS00000069 MAIN BUILDING OFFICERS MESS (SLA-Permanent)	Electric
DISPLAY FRIDGE	LOUS00000069 MAIN BUILDING OFFICERS MESS (SLA-Permanent)	Electric
MIXER	LOUS00000069 MAIN BUILDING OFFICERS MESS (SLA-Permanent)	Electric
GLASS WASH	LOUS00000069 MAIN BUILDING OFFICERS MESS (SLA-Permanent)	Electric
TOASTER	LOUS00000069 MAIN BUILDING OFFICERS MESS (SLA-Permanent)	Electric
SANDWICH GRILL	LOUS00000069 MAIN BUILDING OFFICERS MESS (SLA-Permanent)	Electric
BLAST FREEZER	LOUS00000069 MAIN BUILDING OFFICERS MESS (SLA-Permanent)	Electric
Room cooler unit	LOUS00000069 MAIN BUILDING OFFICERS MESS (SLA-Permanent)	Electric
Freezer	LOUS00000069 MAIN BUILDING OFFICERS MESS (SLA-Permanent)	Electric
FRIDGE (RAW MEAT)	LOUS00000069 MAIN BUILDING OFFICERS MESS (SLA-Permanent)	Electric
FREEZER	LOUS00000069 MAIN BUILDING OFFICERS MESS (SLA-Permanent)	Electric
FREEZER 5	LOUS00000069 MAIN BUILDING OFFICERS MESS (SLA-Permanent)	Electric
REFRIGERATOR 6	LOUS00000069 MAIN BUILDING OFFICERS MESS (SLA-Permanent)	Electric
DEFROST CAB	LOUS00000069 MAIN BUILDING OFFICERS MESS (SLA-Permanent)	Electric
SERVERY ROOM FRIDGE	LOUS00000069 MAIN BUILDING OFFICERS MESS (SLA-Permanent)	Electric
SERVERY ROOM FRIDGE	LOUS00000069 MAIN BUILDING OFFICERS MESS (SLA-Permanent)	Electric
DISHWASHER	LOUS00000069 MAIN BUILDING OFFICERS MESS (SLA-Permanent)	Electric

MIXER	LOUS00000069 MAIN BUILDING OFFICERS MESS (SLA-Permanent)	Electric
POTATO RUMBLER	LOUS00000069 MAIN BUILDING OFFICERS MESS (SLA-Permanent)	Electric
WASTE DISPOSAL UNIT	LOUS00000069 MAIN BUILDING OFFICERS MESS (SLA-Permanent)	Electric
DISPLAY FRIDGE	LOUS00000069 MAIN BUILDING OFFICERS MESS (SLA-Permanent)	Electric
HOT PLATE	LOUS00000069 MAIN BUILDING OFFICERS MESS (SLA-Permanent)	Electric
COMBI OVEN	LOUS00000069 MAIN BUILDING OFFICERS MESS (SLA-Permanent)	Electric
FREEZER	LOUS00000069 MAIN BUILDING OFFICERS MESS (SLA-Permanent)	Electric
REFRIGERATOR	LOUS00000069 MAIN BUILDING OFFICERS MESS (SLA-Permanent)	Electric
REFRIGERATOR	LOUS00000069 MAIN BUILDING OFFICERS MESS (SLA-Permanent)	Electric
CHEST FREEZER	LOUS00000069 MAIN BUILDING OFFICERS MESS (SLA-Permanent)	Electric
INSECTECUTOR	LOUS00000069 MAIN BUILDING OFFICERS MESS (SLA-Permanent)	Electric
SERVERY 1	LOUS00000069 MAIN BUILDING OFFICERS MESS (SLA-Permanent)	Electric
SERVERY	LOUS00000069 MAIN BUILDING OFFICERS MESS (SLA-Permanent)	Electric
HOT CUPBOARD	LOUS00000069 MAIN BUILDING OFFICERS MESS (SLA-Permanent)	Electric
SERVERY	LOUS00000069 MAIN BUILDING OFFICERS MESS (SLA-Permanent)	Electric
SERVERY	LOUS00000069 MAIN BUILDING OFFICERS MESS (SLA-Permanent)	Electric
SERVERY	LOUS00000069 MAIN BUILDING OFFICERS MESS (SLA-Permanent)	Electric
REFRIGERATOR	LOUS00000069 MAIN BUILDING OFFICERS MESS (SLA-Permanent)	
BRAT PAN	LOUS00000069 MAIN BUILDING OFFICERS MESS (SLA-Permanent)	
GAS GRILL	LOUS00000069 MAIN BUILDING OFFICERS MESS (SLA-Permanent)	
GAS GRILL	LOUS00000069 MAIN BUILDING OFFICERS MESS (SLA-Permanent)	
FRYER (DOUBLE)	LOUS00000069 MAIN BUILDING OFFICERS MESS (SLA-Permanent)	
Gas Oven with 6 Ring Hob (oven 5)	LOUS00000069 MAIN BUILDING OFFICERS MESS (SLA-Permanent)	
FRYER (DOUBLE)	LOUS00000069 MAIN BUILDING OFFICERS MESS (SLA-Permanent)	
Gas Ovenwith 6 Ring Hob (oven 7)	LOUS00000069 MAIN BUILDING OFFICERS MESS (SLA-Permanent)	

Gas Oven with 6 Ring Hob (oven 6)	LOUS00000069 MAIN BUILDING OFFICERS MESS (SLA-Permanent)	
COMBINATION OVEN No.1	LOUS00000069 MAIN BUILDING OFFICERS MESS (SLA-Permanent)	
COMBINATION OVEN No.2	LOUS00000069 MAIN BUILDING OFFICERS MESS (SLA-Permanent)	

Site: Newcastle - Albermarle Barracks

		Electric
Oil Filtering Machine	ALBM00000025 JUNIOR RANKS MESS / NAAFI	Electric
Double Door Upright Refrigerator-Gastronorm Supra	ALBM00000025 JUNIOR RANKS MESS / NAAFI	Electric
Right to Left Rack Dishwasher	ALBM00000025 JUNIOR RANKS MESS / NAAFI	
Combination Oven	ALBM00000025 JUNIOR RANKS MESS / NAAFI	Electric
Coneyor Toaster	ALBM00000025 JUNIOR RANKS MESS / NAAFI	Electric
Griddle Top	ALBM00000025 JUNIOR RANKS MESS / NAAFI	Electric
Deep Fat Fryer	ALBM00000025 JUNIOR RANKS MESS / NAAFI	
Grill	ALBM00000025 JUNIOR RANKS MESS / NAAFI	
2 Ring Hob	ALBM00000025 JUNIOR RANKS MESS / NAAFI	
Griddle Top	ALBM00000025 JUNIOR RANKS MESS / NAAFI	Electric
Double Door Upright Refrigerator-Gastronorm Supra	ALBM00000025 JUNIOR RANKS MESS / NAAFI	Electric
Double Door Upright Refrigerator-Gastronorm Supra	ALBM00000025 JUNIOR RANKS MESS / NAAFI	Electric
Double Door Upright Refrigerator-Gastronorm Supra	ALBM00000025 JUNIOR RANKS MESS / NAAFI	Electric
Double Door Upright Refrigerator-Gastronorm Supra	ALBM00000025 JUNIOR RANKS MESS / NAAFI	Electric
Double Door Upright Refrigerator-Gastronorm Supra	ALBM00000025 JUNIOR RANKS MESS / NAAFI	Electric
Double Door Upright Freezer-Gastronorm Supra	ALBM00000025 JUNIOR RANKS MESS / NAAFI	Electric
Double Door Upright Freezer-Gastronorm Supra	ALBM00000025 JUNIOR RANKS MESS / NAAFI	Electric
Double Door Upright Freezer-Gastronorm Supra	ALBM00000025 JUNIOR RANKS MESS / NAAFI	Electric
Double Door Upright Freezer-Gastronorm Supra	ALBM00000025 JUNIOR RANKS MESS / NAAFI	Electric
Blast Chiller Cabinet	ALBM00000025 JUNIOR RANKS MESS / NAAFI	Electric

Bench Refrigerator	ALBM00000025 JUNIOR RANKS MESS / NAAFI	Electric
Bench Refrigerator	ALBM00000025 JUNIOR RANKS MESS / NAAFI	Electric
Bench Refrigerator	ALBM00000025 JUNIOR RANKS MESS / NAAFI	Electric
Bench Refrigerator	ALBM00000025 JUNIOR RANKS MESS / NAAFI	Electric
Thaw Cabinet	ALBM00000025 JUNIOR RANKS MESS / NAAFI	Electric
Double Door upright refrigerator	ALBM00000025 JUNIOR RANKS MESS / NAAFI	Electric
Single Door Upright Refrigerator	ALBM00000025 JUNIOR RANKS MESS / NAAFI	Electric
Double Door Upright Freezer- Gastronorm Supra	ALBM00000025 JUNIOR RANKS MESS / NAAFI	Electric
SINGLE Door Upright Freezer	ALBM00000025 JUNIOR RANKS MESS / NAAFI	Electric
Double Door Upright Freezer	ALBM00000025 JUNIOR RANKS MESS / NAAFI	Electric
Single Door Upright Refrigerator	ALBM00000025 JUNIOR RANKS MESS / NAAFI	Electric
Chest Freezer	ALBM00000025 JUNIOR RANKS MESS / NAAFI	Electric
Planetary Food Mixer	ALBM00000025 JUNIOR RANKS MESS / NAAFI	Electric
Vegetable Preparation Machine	ALBM00000025 JUNIOR RANKS MESS / NAAFI	Electric
Potato Peeler with waste dilution	ALBM00000025 JUNIOR RANKS MESS / NAAFI	Electric
Refrigerated Squash Unit	ALBM00000025 JUNIOR RANKS MESS / NAAFI	Electric
5 Gallon Refrigerated Milk Dispenser	ALBM00000025 JUNIOR RANKS MESS / NAAFI	Electric
Tenderiser	ALBM00000025 JUNIOR RANKS MESS / NAAFI	Electric
Meat Slicer	ALBM00000025 JUNIOR RANKS MESS / NAAFI	
Combi Oven No 1	ALBM00000025 JUNIOR RANKS MESS / NAAFI	Electric
Combi Oven	ALBM00000025 JUNIOR RANKS MESS / NAAFI	Electric
Ultra Food Processor	ALBM00000025 JUNIOR RANKS MESS / NAAFI	Electric
Ultra Food Processor	ALBM00000025 JUNIOR RANKS MESS / NAAFI	Electric
Microwave	ALBM00000025 JUNIOR RANKS MESS / NAAFI	
5 Well Bains Marie Hot Cupboard	ALBM00000025 JUNIOR RANKS MESS / NAAFI	

5 Well Bains Marie Hot Cupboard	ALBM00000025 JUNIOR RANKS MESS / NAAFI	
5 Well Bains Marie Hot Cupboard	ALBM00000025 JUNIOR RANKS MESS / NAAFI	Electric
Mobile Plate Warmer	ALBM00000025 JUNIOR RANKS MESS / NAAFI	Electric
Mobile Plate Warmer	ALBM00000025 JUNIOR RANKS MESS / NAAFI	Electric
Mobile Plate Warmer	ALBM00000025 JUNIOR RANKS MESS / NAAFI	Electric
Chiller Cabinet	ALBM00000025 JUNIOR RANKS MESS / NAAFI	Electric
Chiller Cabinet	ALBM00000025 JUNIOR RANKS MESS / NAAFI	Electric
Single Door Upright Refrigerator	ALBM00000025 JUNIOR RANKS MESS / NAAFI	Electric
Refrigerated Squash Unit	ALBM00000025 JUNIOR RANKS MESS / NAAFI	Electric
Soup Tureen	ALBM00000025 JUNIOR RANKS MESS / NAAFI	
GAS:DEEP FAT FRYER	ALBM00000025 JUNIOR RANKS MESS / NAAFI	
GAS: BRAT PAN	ALBM00000025 JUNIOR RANKS MESS / NAAFI	
GAS:DEEP FAT FRYER	ALBM00000025 JUNIOR RANKS MESS / NAAFI	
GAS:COOKING RANGE No 2	ALBM00000025 JUNIOR RANKS MESS / NAAFI	
GAS:GRILL	ALBM00000025 JUNIOR RANKS MESS / NAAFI	
GAS: BRAT PAN	ALBM00000025 JUNIOR RANKS MESS / NAAFI	
GAS: COOKING RANGE No 3	ALBM00000025 JUNIOR RANKS MESS / NAAFI	
GAS:COOKING RANGE No 1	ALBM00000025 JUNIOR RANKS MESS / NAAFI	Electric
Milk Cooler	ALBM00000047 SERGEANTS MESS (SLA- Permanent)	Electric
Chiller Cabinet	ALBM00000047 SERGEANTS MESS (SLA- Permanent)	Electric
Plate Warmer	ALBM00000047 SERGEANTS MESS (SLA- Permanent)	Electric
Plate Warmer	ALBM00000047 SERGEANTS MESS (SLA- Permanent)	Electric
Plate Warmer	ALBM00000047 SERGEANTS MESS (SLA- Permanent)	Electric
Meat Slicer	ALBM00000047 SERGEANTS MESS (SLA- Permanent)	Electric
Potato Rumbler	ALBM00000047 SERGEANTS MESS (SLA- Permanent)	Electric

Toaster	ALBM00000047 SERGEANTS MESS (SLA-Permanent)	Electric
Double Door Upright Refrigerator	ALBM00000047 SERGEANTS MESS (SLA-Permanent)	Electric
Single Door Upright Refrigerator	ALBM00000047 SERGEANTS MESS (SLA-Permanent)	Electric
Single Door Upright Fridge	ALBM00000047 SERGEANTS MESS (SLA-Permanent)	Electric
Blast Chiller	ALBM00000047 SERGEANTS MESS (SLA-Permanent)	Electric
Single Door Upright Refrigerator	ALBM00000047 SERGEANTS MESS (SLA-Permanent)	Electric
Single Door Upright Freezer	ALBM00000047 SERGEANTS MESS (SLA-Permanent)	Electric
Single Door Upright Freezer	ALBM00000047 SERGEANTS MESS (SLA-Permanent)	Electric
Single Door Upright Freezer	ALBM00000047 SERGEANTS MESS (SLA-Permanent)	Electric
Food Mixer	ALBM00000047 SERGEANTS MESS (SLA-Permanent)	Electric
Microwave	ALBM00000047 SERGEANTS MESS (SLA-Permanent)	Electric
Dishwasher	ALBM00000047 SERGEANTS MESS (SLA-Permanent)	Electric
Baine Marie	ALBM00000047 SERGEANTS MESS (SLA-Permanent)	Electric
Baine Marie	ALBM00000047 SERGEANTS MESS (SLA-Permanent)	Electric
GAS:DEEP FAT FRYER X 1	ALBM00000047 SERGEANTS MESS (SLA-Permanent)	
Combi Steam Oven	ALBM00000047 SERGEANTS MESS (SLA-Permanent)	Electric
GAS:BRATT PAN X 1	ALBM00000047 SERGEANTS MESS (SLA-Permanent)	
GAS:OVEN/RANGE	ALBM00000047 SERGEANTS MESS (SLA-Permanent)	
GRILL X 1	ALBM00000047 SERGEANTS MESS (SLA-Permanent)	
GAS:OVEN/RANGE	ALBM00000047 SERGEANTS MESS (SLA-Permanent)	Electric
Tea Boiler	ALBM00000052 OFFICERS MESS (SLA-Permanent)	Electric
Chest Freezer	ALBM00000052 OFFICERS MESS (SLA-Permanent)	Electric
Potato Peeler	ALBM00000052 OFFICERS MESS (SLA-Permanent)	Electric
Microwave	ALBM00000052 OFFICERS MESS (SLA-Permanent)	Electric
Double Refrigerator	ALBM00000052 OFFICERS MESS (SLA-Permanent)	Electric

Upright Freezer	ALBM00000052 OFFICERS MESS (SLA-Permanent)	Electric
Blast Chiller	ALBM00000052 OFFICERS MESS (SLA-Permanent)	Electric
Refridgerator double	ALBM00000052 OFFICERS MESS (SLA-Permanent)	Electric
Ice Cream Maker	ALBM00000052 OFFICERS MESS (SLA-Permanent)	Electric
Upright Freezer	ALBM00000052 OFFICERS MESS (SLA-Permanent)	Electric
Upright Freezer	ALBM00000052 OFFICERS MESS (SLA-Permanent)	Electric
Single Refrigerator	ALBM00000052 OFFICERS MESS (SLA-Permanent)	Electric
Mixer	ALBM00000052 OFFICERS MESS (SLA-Permanent)	Electric
Chiller Cabinet	ALBM00000052 OFFICERS MESS (SLA-Permanent)	Electric
Food Processor	ALBM00000052 OFFICERS MESS (SLA-Permanent)	Electric
Dishwasher	ALBM00000052 OFFICERS MESS (SLA-Permanent)	Electric
Boiling Pan	ALBM00000052 OFFICERS MESS (SLA-Permanent)	Electric
Pumphries Coffee Perculator	ALBM00000052 OFFICERS MESS (SLA-Permanent)	Electric
Pumphries Coffee Perculator	ALBM00000052 OFFICERS MESS (SLA-Permanent)	Electric
Hot Cupboard	ALBM00000052 OFFICERS MESS (SLA-Permanent)	Electric
Hot Cupboard	ALBM00000052 OFFICERS MESS (SLA-Permanent)	Electric
Fryer	ALBM00000052 OFFICERS MESS (SLA-Permanent)	
COMBI-OVEN	ALBM00000052 OFFICERS MESS (SLA-Permanent)	
GAS:RANGE/OVEN (of 2) No 2	ALBM00000052 OFFICERS MESS (SLA-Permanent)	
GRILL	ALBM00000052 OFFICERS MESS (SLA-Permanent)	
GAS:RANGE/OVEN (of 2) No 1	ALBM00000052 OFFICERS MESS (SLA-Permanent)	Electric
BRATT PAN	ALBM00000052 OFFICERS MESS (SLA-Permanent)	

Site: Preston - Fulwood Barracks

Hot Plate	OFFICERS MESS Bld 26	
Stoff Benham Hot cupboard	OFFICERS MESS Bld 26	
Range	OFFICERS MESS Bld 26	

Flat Top oven	JUNIOR RANKS MESS Bld 81	
Brat Pan	SERGEANTS MESS Bld 66	
Gas Range	JUNIOR RANKS MESS Bld 81	
Range Oven	JUNIOR RANKS MESS Bld 81	
Range Oven	SERGEANTS MESS Bld 66	
Steam Oven	JUNIOR RANKS MESS Bld 81	
Deep Fat Fryer	SERGEANTS MESS Bld 66	
Grill	SERGEANTS MESS Bld 66	
Brat Pan	JUNIOR RANKS MESS Bld 81	
Cold Room	JUNIOR RANKS MESS Bld 81	Electric
Walk in Cold Room	JUNIOR RANKS MESS Bld 81	Electric
Waste Disposal unit	SERGEANTS MESS Bld 66	Electric
Hobart Dishwasher	JUNIOR RANKS MESS Bld 81	Electric
Dawson Waste Disposal Unit	OFFICERS MESS Bld 26	Electric
COMBI OVEN	SERGEANTS MESS Bld 66	
Combi Oven	SERGEANTS MESS Bld 66	
Convectur Oven	OFFICERS MESS Bld 26	
Dishwasher	OFFICERS MESS Bld 26	Electric
Dishwasher	SERGEANTS MESS Bld 66	Electric
Combi Oven	JUNIOR RANKS MESS Bld 81	
Chest Freezer No1	JUNIOR RANKS MESS Bld 81	Electric
Blast Chiller	JUNIOR RANKS MESS Bld 81	Electric
Bottle Fridge 2	JUNIOR RANKS MESS Bld 81	Electric
Bottle Fridge 3	JUNIOR RANKS MESS Bld 81	Electric
Water Boiler	OFFICERS MESS Bld 26	Electric
Steakhouse Grill	OFFICERS MESS Bld 26	Electric
Single Fryer	OFFICERS MESS Bld 26	Electric
Electrocutter	OFFICERS MESS Bld 26	Electric
Fridge 1	OFFICERS MESS Bld 26	Electric
Freezer 1	OFFICERS MESS Bld 26	Electric
Freezer 2	OFFICERS MESS Bld 26	Electric
Fridge 2	OFFICERS MESS Bld 26	Electric
Display Fridge	OFFICERS MESS Bld 26	Electric
Bottle Fridge	OFFICERS MESS Bld 26	Electric
Under Counter Fridge	OFFICERS MESS Bld 26	Electric
Waste Disposal Unit	SERGEANTS MESS Bld 66	Electric
Potatoe Peeler	SERGEANTS MESS Bld 66	Electric
Pot Boy Panwash	SERGEANTS MESS Bld 66	Electric
Food Mixer	SERGEANTS MESS Bld 66	Electric
Waste Disposal Unit	SERGEANTS MESS Bld 66	Electric
Water Boiler	SERGEANTS MESS Bld 66	Electric
Hot Servery Counter	SERGEANTS MESS Bld 66	Electric
Hot Servery Counter	SERGEANTS MESS Bld 66	Electric
Insectocutor	SERGEANTS MESS Bld 66	Electric
Insectocutor	SERGEANTS MESS Bld 66	Electric
Insectocutor	SERGEANTS MESS Bld 66	Electric
Toaster	SERGEANTS MESS Bld 66	Electric
Microwave	SERGEANTS MESS Bld 66	Electric
Double Door Fridge	SERGEANTS MESS Bld 66	Electric
Single Door Freezer 1	SERGEANTS MESS Bld 66	Electric

Single Door Fridge 1	SERGEANTS MESS Bld 66	Electric
Display Fridge	SERGEANTS MESS Bld 66	Electric
Fridge/Freezer	SERGEANTS MESS Bld 66	Electric
Beer Cellar Cooler	SERGEANTS MESS Bld 66	Electric
Condensor	SERGEANTS MESS Bld 66	Electric
Potatoe Peeler	JUNIOR RANKS MESS Bld 81	Electric
Pot Boy Panwash	JUNIOR RANKS MESS Bld 81	Electric
Microwave Oven	JUNIOR RANKS MESS Bld 81	Electric
Insectocutor	JUNIOR RANKS MESS Bld 81	Electric
Insectocutor	JUNIOR RANKS MESS Bld 81	Electric
Insectocutor	JUNIOR RANKS MESS Bld 81	Electric
Insectocutor	JUNIOR RANKS MESS Bld 81	Electric
Insectocutor	JUNIOR RANKS MESS Bld 81	Electric
Food Mixer	JUNIOR RANKS MESS Bld 81	Electric
Double Plate Warmer	JUNIOR RANKS MESS Bld 81	Electric
Single Plate Warmer	JUNIOR RANKS MESS Bld 81	Electric
Baine Marie/Hot Cupboard	JUNIOR RANKS MESS Bld 81	Electric
Baine Marie/Hot Cupboard	JUNIOR RANKS MESS Bld 81	Electric
Baine Marie/Hot Cupboard	JUNIOR RANKS MESS Bld 81	Electric
Cold Cupboard	JUNIOR RANKS MESS Bld 81	Electric
Waste Disposal	JUNIOR RANKS MESS Bld 81	Electric
Fridge No 1	JUNIOR RANKS MESS Bld 81	Electric
Freezer No 1	JUNIOR RANKS MESS Bld 81	Electric
Freezer No 3	JUNIOR RANKS MESS Bld 81	Electric
Chest Freezer No 4	JUNIOR RANKS MESS Bld 81	Electric
Freezer No 5	JUNIOR RANKS MESS Bld 81	Electric
Freezer No 2	JUNIOR RANKS MESS Bld 81	Electric
Freezer No 7	JUNIOR RANKS MESS Bld 81	Electric
Meat Fridge No 1	JUNIOR RANKS MESS Bld 81	Electric
Meat Fridge No 2	JUNIOR RANKS MESS Bld 81	Electric
Fridge No 4	JUNIOR RANKS MESS Bld 81	Electric
Fridge No 3	JUNIOR RANKS MESS Bld 81	Electric
Chest Freezer	JUNIOR RANKS MESS Bld 81	Electric
Grill	JUNIOR RANKS MESS Bld 81	
Grill	JUNIOR RANKS MESS Bld 81	
Gas single Fryer	JUNIOR RANKS MESS Bld 81	
Gas Double Fryer	JUNIOR RANKS MESS Bld 81	

Site: Preston - Weeton Barracks

Electrical catering equipment	WEET01 WEE005 Officers Mess Bld 5	Electric
Water Boiler	WEET01 WEE005 Officers Mess Bld 5	Electric
Oven / Hotplate 1	WEET01 WEE005 Officers Mess Bld 5	Electric
Oven / Hotplate 2	WEET01 WEE005 Officers Mess Bld 5	Electric
Boiling Pan	WEET01 WEE005 Officers Mess Bld 5	Electric
Grill	WEET01 WEE005 Officers Mess Bld 5	Electric
Dishwasher	WEET01 WEE005 Officers Mess Bld 5	Electric
Heated Sink 1	WEET01 WEE005 Officers Mess Bld 5	Electric
Heated Sink 2	WEET01 WEE005 Officers Mess Bld 5	Electric
Servery / Bain Marie	WEET01 WEE005 Officers Mess Bld 5	Electric

Deep Fat Fryer	WEET01WEE005 Officers Mess Bld 5	Electric
Potato Peeler	WEET01WEE005 Officers Mess Bld 5	Electric
Waste Disposal Unit	WEET01WEE005 Officers Mess Bld 5	Electric
Microwave Oven	WEET01WEE005 Officers Mess Bld 5	Electric
Insect Killer	WEET01WEE005 Officers Mess Bld 5	Electric
Single Door Freezer No 1	WEET01WEE005 Officers Mess Bld 5	Electric
Single Door Freezer No 2	WEET01WEE005 Officers Mess Bld 5	Electric
Single Door Fridge No 1	WEET01WEE005 Officers Mess Bld 5	Electric
2 Door Fridge No 2	WEET01WEE005 Officers Mess Bld 5	Electric
Small Fridge	WEET01WEE005 Officers Mess Bld 5	Electric
Servery Fridge	WEET01WEE005 Officers Mess Bld 5	Electric
Insect-o-cutor	WEET01WEE005 Officers Mess Bld 5	Electric
Insect Killer	WEET01WEE005 Officers Mess Bld 5	Electric
Falcon Fryer	WEET01WEE006 Sergeants Mess Bld 6	Electric
Grill	WEET01WEE006 Sergeants Mess Bld 6	Electric
Boiling Pan	WEET01WEE006 Sergeants Mess Bld 6	Electric
Oven / Hotplate 1	WEET01WEE006 Sergeants Mess Bld 6	Electric
Oven / Hotplate 2	WEET01WEE006 Sergeants Mess Bld 6	Electric
Deep Fat Fryer	WEET01WEE006 Sergeants Mess Bld 6	Electric
Waste Disposal Unit	WEET01WEE006 Sergeants Mess Bld 6	Electric
Dishwasher	WEET01WEE006 Sergeants Mess Bld 6	Electric
Heated Sink 1	WEET01WEE006 Sergeants Mess Bld 6	Electric
Heated Sink 2	WEET01WEE006 Sergeants Mess Bld 6	Electric
Potato Peeler	WEET01WEE006 Sergeants Mess Bld 6	Electric
Plate Warmer	WEET01WEE006 Sergeants Mess Bld 6	Electric
Microwave Oven	WEET01WEE006 Sergeants Mess Bld 6	Electric
Microwave Oven	WEET01WEE006 Sergeants Mess Bld 6	Electric
Insect Killer	WEET01WEE006 Sergeants Mess Bld 6	Electric
2 Door Fridge No 1	WEET01WEE006 Sergeants Mess Bld 6	Electric
Single Door Freezer No 1	WEET01WEE006 Sergeants Mess Bld 6	Electric
Single Door Freezer No 2	WEET01WEE006 Sergeants Mess Bld 6	Electric

1 Door Fridge No 2	WEET01WEE006 Sergeants Mess Bld 6	Electric
Bain Marie	WEET01WEE006 Sergeants Mess Bld 6	Electric
Servery Fridge	WEET01WEE006 Sergeants Mess Bld 6	Electric
Dishwasher	WEET01WEE015 HUB Bld 15	Electric
Waste Disposal Unit	WEET01WEE015 HUB Bld 15	Electric
Panini Grill	WEET01WEE015 HUB Bld 15	Electric
Microwave Oven	WEET01WEE015 HUB Bld 15	Electric
2 Ring Hot Plate	WEET01WEE015 HUB Bld 15	Electric
Oven	WEET01WEE015 HUB Bld 15	Electric
Deep Fat Fryer	WEET01WEE015 HUB Bld 15	Electric
Griddle	WEET01WEE015 HUB Bld 15	Electric
Warmer Unit	WEET01WEE015 HUB Bld 15	Electric
Insect Killer	WEET01WEE015 HUB Bld 15	Electric
2 Door Fridge	WEET01WEE015 HUB Bld 15	Electric
Chest Freezer 1	WEET01WEE015 HUB Bld 15	Electric
Chest Freezer 2	WEET01WEE015 HUB Bld 15	Electric
Small Chest Freezer	WEET01WEE015 HUB Bld 15	Electric
Electrical Catering Equipment	WEET01WEE016 PAYD Bld 16	Electric
Hot Plate / Griddle 2	WEET01WEE016 PAYD Bld 16	Electric
Hot Plate / Griddle 2	PAYD Bld 16	Electric
Warming Cupboard 1	PAYD Bld 16	Electric
Warming Cupboard 2	PAYD Bld 16	Electric
Dishwasher	PAYD Bld 16	Electric
Waste Disposal Unit 1	PAYD Bld 16	Electric
Waste Disposal Unit 2	PAYD Bld 16	Electric
Twin Pan Deep Fat Fryer 1	PAYD Bld 16	Electric
Twin Pan Deep Fat Fryer 2	PAYD Bld 16	Electric
Single Pan Deep Fat Fryer	PAYD Bld 16	Electric
Boiling Table / Oven 1	PAYD Bld 16	Electric
Boiling Table / Oven 2	PAYD Bld 16	Electric
Boiling Pan - Large	PAYD Bld 16	Electric
Microwave Oven	PAYD Bld 16	Electric
Insect Killer	PAYD Bld 16	Electric
Insect Killer	PAYD Bld 16	Electric
Insect Killer	PAYD Bld 16	Electric
Insect Killer	PAYD Bld 16	Electric
Insect Killer	PAYD Bld 16	Electric
Insect Killer	PAYD Bld 16	Electric
Blast Chiller	PAYD Bld 16	Electric
4 Door Fridge No 4	PAYD Bld 16	Electric
Single Door Freezer No 7	PAYD Bld 16	Electric
Single Door Freezer No 2	PAYD Bld 16	Electric
Chest Freezer No 3	PAYD Bld 16	Electric
Chest Freezer No 4	PAYD Bld 16	Electric
Chest Freezer No 5	PAYD Bld 16	Electric
2 Door Fridge No 2	PAYD Bld 16	Electric
2 Door Fridge No 3	PAYD Bld 16	Electric
2 Door Fridge No 1	PAYD Bld 16	Electric

Single Door Freezer No 1	PAYD Bld 16	Electric
Blast Chiller	PAYD Bld 16	Electric
2 Door Fridge No 5	PAYD Bld 16	Electric
Display Fridge 1	PAYD Bld 16	Electric
Display Fridge 2	PAYD Bld 16	Electric
Atmospheric Steamer	PAYD Bld 16	Electric
Food Mixer 1	PAYD Bld 16	Electric
Food Mixer 2	PAYD Bld 16	Electric
Grill 1	PAYD Bld 16	Electric
Grill 2	PAYD Bld 16	Electric
Grill 3	PAYD Bld 16	Electric
Bratt Pan 1	PAYD Bld 16	Electric
Bratt Pan 2	PAYD Bld 16	Electric
Potato Peeler 1	PAYD Bld 16	Electric
Potato Peeler 2	PAYD Bld 16	Electric
Steam Oven 1	PAYD Bld 16	Electric
Steam Oven 2	PAYD Bld 16	Electric
Gourmet Steam Oven	PAYD Bld 16	Electric
Plate Dispenser 1	PAYD Bld 16	Electric
Plate Dispenser 2	PAYD Bld 16	Electric
Plate Dispenser 3	PAYD Bld 16	Electric
Bain Marie 1	PAYD Bld 16	Electric
Bain Marie 2	PAYD Bld 16	Electric
Bain Marie 3	PAYD Bld 16	Electric
Bain Marie 4	PAYD Bld 16	Electric
Bain Marie 5	PAYD Bld 16	Electric
Hot Plate / Griddle 1	PAYD Bld 16	Electric
90 litre Boiling Pan	PAYD Bld 16	Electric

Site: Ripon - Claro Barracks

Comenda Dishwasher	CLAR01000007 Mess Junior Ranks (Catering Only)	Electric
Crypto Mixer Floor Mounted	CLAR01000007 Mess Junior Ranks (Catering Only)	Electric
Crypto Potato Peeler	CLAR01000007 Mess Junior Ranks (Catering Only)	Electric
Electrolux Dishwasher	CLAR01000007 Mess Junior Ranks (Catering Only)	Electric
Electrolux bench mounted Mixer	CLAR01000007 Mess Junior Ranks (Catering Only)	Electric
IMC WASTE DISPOSAL UNIT	CLAR01000007 Mess Junior Ranks (Catering Only)	Electric
Metcalf Chipper	CLAR01000007 Mess Junior Ranks (Catering Only)	Electric
DISPLAY FRIDGE No1	CLAR01000007 Mess Junior Ranks (Catering Only)	Electric
DISPLAY FRIDGE No2	CLAR01000007 Mess Junior Ranks (Catering Only)	Electric

SERVERY HOT PLATE / CUPBOARD	CLAR01000007 Mess Junior Ranks (Catering Only)	Electric
SERVERY HOT PLATE	CLAR01000007 Mess Junior Ranks (Catering Only)	Electric
HOT PLATE / HOT CABINET	CLAR01000007 Mess Junior Ranks (Catering Only)	Electric
POT WASH	CLAR01000007 Mess Junior Ranks (Catering Only)	Electric
Crypto Microwave	CLAR01000007 Mess Junior Ranks (Catering Only)	Electric
STERILISING SINK	CLAR01000007 Mess Junior Ranks (Catering Only)	
DEEP FAT FRYER	CLAR01000007 Mess Junior Ranks (Catering Only)	
DEEP FAT FRYER	CLAR01000007 Mess Junior Ranks (Catering Only)	
Bratt pan	CLAR01000007 Mess Junior Ranks (Catering Only)	
Bratt pan	CLAR01000007 Mess Junior Ranks (Catering Only)	
Deep fat Fryer	CLAR01000007 Mess Junior Ranks (Catering Only)	
GAS GRILL	CLAR01000007 Mess Junior Ranks (Catering Only)	
GAS GRILL	CLAR01000007 Mess Junior Ranks (Catering Only)	
Deep fat Fryer	CLAR01000007 Mess Junior Ranks (Catering Only)	
Stott deep fat Fryer	CLAR01000007 Mess Junior Ranks (Catering Only)	
GAS GRILL	CLAR01000007 Mess Junior Ranks (Catering Only)	
OPEN RANGE	CLAR01000007 Mess Junior Ranks (Catering Only)	
Stotts Range	CLAR01000007 Mess Junior Ranks (Catering Only)	
Stotts Range	CLAR01000007 Mess Junior Ranks (Catering Only)	
Stotts Range	CLAR01000007 Mess Junior Ranks (Catering Only)	
OPEN RANGE	CLAR01000007 Mess Junior Ranks (Catering Only)	Electric
BARTLET FRYER ELECTRIC	CLAR01000016-Sergeants Mess (SLA- Permanent)	Electric
CRYPTO FOOD MIXER	CLAR01000016-Sergeants Mess (SLA- Permanent)	Electric
PLATE WARMER	CLAR01000016-Sergeants Mess (SLA- Permanent)	Electric
F58/903	CLAR01000016-Sergeants Mess (SLA- Permanent)	Electric

Insectaflash	CLAR01000016-Sergeants Mess (SLA-Permanent)	Electric
INSECTAFLASH	CLAR01000016-Sergeants Mess (SLA-Permanent)	Electric
Insectaflash	CLAR01000016-Sergeants Mess (SLA-Permanent)	Electric
MICROWAVE	CLAR01000016-Sergeants Mess (SLA-Permanent)	Electric
SERVERY	CLAR01000016-Sergeants Mess (SLA-Permanent)	
Falcon Fryer	CLAR01000016-Sergeants Mess (SLA-Permanent)	
FALCON RANGE	CLAR01000016-Sergeants Mess (SLA-Permanent)	
Falcon Grill	CLAR01000016-Sergeants Mess (SLA-Permanent)	
Falcon Range	CLAR01000016-Sergeants Mess (SLA-Permanent)	Electric
Lincat Microwave	CLAR01000020 NAAFI	Electric
FRYER	CLAR01000020 NAAFI	Electric
6 RING BURNER RANGE	CLAR01000020 NAAFI	
MICROWAVE	CLAR01000044 Officers Mess (SLA-Permanent)	Electric
POTATO PEELER	CLAR01000044 Officers Mess (SLA-Permanent)	Electric
HOBART DISHWASHER	CLAR01000044 Officers Mess (SLA-Permanent)	Electric
MT6 HOT CUPBOARD	CLAR01000044 Officers Mess (SLA-Permanent)	Electric
PLATE WARMER	CLAR01000044 Officers Mess (SLA-Permanent)	Electric
KENWOOD MIXER	CLAR01000044 Officers Mess (SLA-Permanent)	Electric
MIXER	CLAR01000044 Officers Mess (SLA-Permanent)	Electric
Waste Disposal Unit	CLAR01000044 Officers Mess (SLA-Permanent)	Electric
GAS DEEP FAT FRYER	CLAR01000044 Officers Mess (SLA-Permanent)	
OPEN TOP RANGE	CLAR01000044 Officers Mess (SLA-Permanent)	
GAS GRILL	CLAR01000044 Officers Mess (SLA-Permanent)	
Combi-Oven PV92	CLAR01000044 Officers Mess (SLA-Permanent)	

Site:

Staxton Wold RAF

Microwave Oven	STXW01000128 All Ranks Combined Mess	Electric
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Microwave Oven	STXW01000128 All Ranks Combined Mess	Electric
Microwave Oven	STXW01000128 All Ranks Combined Mess	Electric
TRS Slicer	STXW01000128 All Ranks Combined Mess	Electric
Convection Oven	STXW01000128 All Ranks Combined Mess	Electric
Range	STXW01000128 All Ranks Combined Mess	Electric
Double Fridge No 1 Fruit & Veg	STXW01000128 All Ranks Combined Mess	Electric
Double Door Freezer Meat	STXW01000128 All Ranks Combined Mess	Electric
Single Door Fridge No 2	STXW01000128 All Ranks Combined Mess	Electric
Single Door Fridge No 3	STXW01000128 All Ranks Combined Mess	Electric
Under Counter Fridge	STXW01000128 All Ranks Combined Mess	Electric
Double Freezer	STXW01000128 All Ranks Combined Mess	Electric
Foster Blast Chiller	STXW01000128 All Ranks Combined Mess	Electric
Foster Freezer	STXW01000128 All Ranks Combined Mess	Electric
Filtration Buggy	STXW01000128 All Ranks Combined Mess	Electric
Mixer	STXW01000128 All Ranks Combined Mess	Electric
Hot Water Still	STXW01000128 All Ranks Combined Mess	Electric
Hobart AMXS-16 Dishwasher	STXW01000128 All Ranks Combined Mess	Electric
Hobart FD3150 Waste Disposal Unit	STXW01000128 All Ranks Combined Mess	Electric
10 Grid Combi Oven	STXW01000128 All Ranks Combined Mess	Electric
4 Square Electric Range/Oven	STXW01000128 All Ranks Combined Mess	Electric
Hobart Fryer	STXW01000128 All Ranks Combined Mess	Electric
Hobart Fryer	STXW01000128 All Ranks Combined Mess	Electric
Salamander Grill	STXW01000128 All Ranks Combined Mess	Electric
Potato Rumbler	STXW01000128 All Ranks Combined Mess	Electric
Macerator	STXW01000128 All Ranks Combined Mess	Electric

Insectaflash	STXW01000128 All Ranks Combined Mess	Electric
Insectaflash	STXW01000128 All Ranks Combined Mess	Electric
Insectaflash	STXW01000128 All Ranks Combined Mess	Electric
Insectaflash	STXW01000128 All Ranks Combined Mess	Electric
Chilled Display Cabinet	STXW01000128 All Ranks Combined Mess	Electric
Bain Marie Hot Cupboard and Heat Lamps	STXW01000128 All Ranks Combined Mess	Electric
Bain Marie Hot Cupboard and Heat Lamps	STXW01000128 All Ranks Combined Mess	Electric
Sterilising Sink	STXW01000128 All Ranks Combined Mess	Electric
Meat Slicer	STXW01000128 All Ranks Combined Mess	Electric
Hot Cupboard	STXW01000128 All Ranks Combined Mess	Electric

Site: Strensall - Queen Elizabeth Barracks

1	PLATEWASH	QUEL0000S001 TRG DINING HALL / KITCHEN - Bldg 1	Electric
2	Freezer double door R404A	QUEL0000S001 TRG DINING HALL / KITCHEN - Bldg 1	Electric
3	WATER BOILER	QUEL0000S001 TRG DINING HALL / KITCHEN - Bldg 1	
4	WATER BOILER	QUEL0000S001 TRG DINING HALL / KITCHEN - Bldg 1	
5	BRATT PAN	QUEL0000S001 TRG DINING HALL / KITCHEN - Bldg 1	
6	BRATT PAN	QUEL0000S001 TRG DINING HALL / KITCHEN - Bldg 1	
7	SOLID TOP OVEN RANGE	QUEL0000S001 TRG DINING HALL / KITCHEN - Bldg 1	
8	SOLID TOP OVEN RANGE	QUEL0000S001 TRG DINING HALL / KITCHEN - Bldg 1	
9	SOLID TOP OVEN RANGE	QUEL0000S001 TRG DINING HALL / KITCHEN - Bldg 1	
10	OPEN RANGE OVEN	QUEL0000S001 TRG DINING HALL / KITCHEN - Bldg 1	
11	OPEN RANGE OVEN	QUEL0000S001 TRG DINING HALL / KITCHEN - Bldg 1	
12	OPEN RANGE OVEN	QUEL0000S001 TRG DINING HALL / KITCHEN - Bldg 1	
13	STEAM OVEN	QUEL0000S001 TRG DINING HALL / KITCHEN - Bldg 1	

14	STEAM OVEN	QUEL0000S001 TRG DINING HALL / KITCHEN - Bldg 1	
15	STEAM OVEN	QUEL0000S001 TRG DINING HALL / KITCHEN - Bldg 1	
16	FRYER	QUEL0000S001 TRG DINING HALL / KITCHEN - Bldg 1	
17	GRILL	QUEL0000S001 TRG DINING HALL / KITCHEN - Bldg 1	
18	GRILL	QUEL0000S001 TRG DINING HALL / KITCHEN - Bldg 1	
19	GRILL	QUEL0000S001 TRG DINING HALL / KITCHEN - Bldg 1	
20	Servery	QUEL0000S001 TRG DINING HALL / KITCHEN - Bldg 1	
21	Servery	QUEL0000S001 TRG DINING HALL / KITCHEN - Bldg 1	
22	Servery	QUEL0000S001 TRG DINING HALL / KITCHEN	
23	Up right Freezer	QUEL0000S003 Ration Store	Electric
24	Fridge	QUEL0000S006 NAAFI AND JUNIOR RANKS CLUB - HUB	Electric
25	Griddle	QUEL0000S006 NAAFI AND JUNIOR RANKS CLUB - HUB	Electric
26	Upright fridge	QUEL0000S006 NAAFI AND JUNIOR RANKS CLUB - HUB	Electric
27	Ice making machine	QUEL0000S006 NAAFI AND JUNIOR RANKS CLUB - HUB	Electric
28	Glass Washer	QUEL0000S006 NAAFI AND JUNIOR RANKS CLUB - HUB	Electric
29	Insectacutor	QUEL0000S024 OFFICERS/ SGTS MESS TRG (AMS) (SLA-Training)	Electric
30	Deep Fat Fryer	QUEL0000S034 COMBINED MESS & SLDRS RESTAURANT (SLA-Permanent) - Bld 34	Electric
31	Electric Meat Slicer	QUEL0000S034 COMBINED MESS & SLDRS RESTAURANT (SLA-Permanent) - Bld 34	Electric
32	Sterilising Sink	QUEL0000S034 COMBINED MESS & SLDRS RESTAURANT (SLA-Permanent) - Bld 34	Electric
33	Under counter Fridge	QUEL0000S034 COMBINED MESS & SLDRS RESTAURANT (SLA-Permanent) - Bld 34	Electric
34	Bratt pan	QUEL0000S034 COMBINED MESS & SLDRS RESTAURANT (SLA-Permanent) - Bld 34	
35	Open top oven	QUEL0000S034 COMBINED MESS & SLDRS RESTAURANT (SLA-Permanent) - Bld 34	

36	Solid top oven	QUEL0000S034 COMBINED MESS & SLDRS RESTAURANT (SLA-Permanent) - Bld 34	
37	Convection Steaming Oven	QUEL0000S034 COMBINED MESS & SLDRS RESTAURANT (SLA-Permanent) - Bld 34	
38	Solid hot plate	QUEL0000S063 QEB COMBINED RANKS DINING ROOM / MESS	
39	Solid hot plate	QUEL0000S063 QEB COMBINED RANKS DINING ROOM / MESS	
40	Water boiler	QUEL0000S063 QEB COMBINED RANKS DINING ROOM / MESS	
41	Super grill 1	QUEL0000S063 QEB COMBINED RANKS DINING ROOM / MESS	
42	Super grill 2	QUEL0000S063 QEB COMBINED RANKS DINING ROOM / MESS	
43	Deep Fat Fryer	QUEL0000S063 QEB COMBINED RANKS DINING ROOM / MESS	
44	Convection Oven	QUEL0000S063 QEB COMBINED RANKS DINING ROOM / MESS	

Site: Thirsk - Alanbrooke Barracks

1	Microwave Oven	ALAN00000023 J R Restaurant	Electric
2	Freezer	ALAN00000023 J R Restaurant	Electric
3	Auto Dishwasher	ALAN00000023 J R Restaurant	Electric
4	Food Mixer	ALAN00000023 J R Restaurant	Electric
5	Food Mixer	ALAN00000023 J R Restaurant	Electric
6	Food Mixer	ALAN00000023 J R Restaurant	Electric
7	Slicing Machine	ALAN00000023 J R Restaurant	Electric
8	Chest Freezer	ALAN00000023 J R Restaurant	Electric
9	Toaster	ALAN00000023 J R Restaurant	Electric
10	Electric Grill	ALAN00000023 J R Restaurant	Electric
11	Electric 2 Ring Hot Plate	ALAN00000023 J R Restaurant	Electric
12	Electric Griddle Plate	ALAN00000023 J R Restaurant	Electric
13	Electric deep Fat Fryer	ALAN00000023 J R Restaurant	Electric
14	Freezer	ALAN00000023 J R Restaurant	Electric
15	Soup Kettle	ALAN00000023 J R Restaurant	Electric
16	Waste Disposal Unit	ALAN00000023 J R Restaurant	Electric
17	Waste Disposal Unit	ALAN00000023 J R Restaurant	Electric
18	Waste Disposal Unit	ALAN00000023 J R Restaurant	Electric
19	Potatoe Peeler	ALAN00000023 J R Restaurant	Electric
20	Steriliser Sink	ALAN00000023 J R Restaurant	Electric
21	Display Refrigerator	ALAN00000023 J R Restaurant	Electric
22	Display Refrigerator	ALAN00000023 J R Restaurant	Electric
23	Display Refrigerator	ALAN00000023 J R Restaurant	Electric
24	Display Refrigerator	ALAN00000023 J R Restaurant	Electric
25	Hot Cabinet / Bain Marie	ALAN00000023 J R Restaurant	Electric
26	Hot Cabinet / Bain Marie	ALAN00000023 J R Restaurant	Electric
27	Hot Cabinet / Bain Marie	ALAN00000023 J R Restaurant	Electric

28	Hot Cabinet / Bain Marie	ALAN00000023 J R Restaurant	Electric
29	Hot Cabinet / Bain Marie	ALAN00000023 J R Restaurant	Electric
30	Plate Warmer	ALAN00000023 J R Restaurant	Electric
31	Plate Warmer	ALAN00000023 J R Restaurant	Electric
32	Plate Warmer	ALAN00000023 J R Restaurant	Electric
33	Plate Warmer	ALAN00000023 J R Restaurant	Electric
34	Plate Warmer	ALAN00000023 J R Restaurant	Electric
35	Plate Warmer	ALAN00000023 J R Restaurant	Electric
36	Insectocutors	ALAN00000023 J R Restaurant	Electric
37	Insectocutors	ALAN00000023 J R Restaurant	Electric
38	Insectocutors	ALAN00000023 J R Restaurant	Electric
39	Insectocutors	ALAN00000023 J R Restaurant	Electric
40	Insectocutors	ALAN00000023 J R Restaurant	Electric
41	Insectocutors	ALAN00000023 J R Restaurant	Electric
42	Insectocutors	ALAN00000023 J R Restaurant	Electric
43	Insectocutors	ALAN00000023 J R Restaurant	Electric
44	Insectocutors	ALAN00000023 J R Restaurant	Electric
45	Insectocutors	ALAN00000023 J R Restaurant	Electric
46	Insectocutors	ALAN00000023 J R Restaurant	Electric
47	Display Freezer	ALAN00000023 J R Restaurant	Electric
48	Portable Food Warmer	ALAN00000023 J R Restaurant	Electric
49	Freezer	ALAN00000023 J R Restaurant	Electric
50	Refrigerator	ALAN00000023 J R Restaurant	Electric
51	Freezer	ALAN00000023 J R Restaurant	Electric
52	Refrigerator	ALAN00000023 J R Restaurant	Electric
53	Freezer	ALAN00000023 J R Restaurant	Electric
54	Refrigerator	ALAN00000023 J R Restaurant	Electric
55	Refrigerator	ALAN00000023 J R Restaurant	Electric
56	Blast Refrigerator	ALAN00000023 J R Restaurant	Electric
57	Freezer	ALAN00000023 J R Restaurant	Electric
58	Refrigerator	ALAN00000023 J R Restaurant	Electric
59	Refrigerator	ALAN00000023 J R Restaurant	Electric
60	Refrigerator	ALAN00000023 J R Restaurant	Electric
61	Freezer	ALAN00000023 J R Restaurant	Electric
62	Bench Refrigerator	ALAN00000023 J R Restaurant	Electric
63	Bench Refrigerator	ALAN00000023 J R Restaurant	Electric
64	Refrigerator	ALAN00000023 J R Restaurant	Electric
65	Freezer	ALAN00000023 J R Restaurant	Electric
66	Undercounter Refrigerator	ALAN00000023 J R Restaurant	Electric
67	Falcon solid top range	ALAN00000023 J R Restaurant	
68	Falcon Double Pan Fryer	ALAN00000023 J R Restaurant	
69	Falcon Grill	ALAN00000023 J R Restaurant	
70	Falcon open top range	ALAN00000023 J R Restaurant	
71	Falcon Double pan Fryer	ALAN00000023 J R Restaurant	
72	Open Top Range	ALAN00000023 J R Restaurant	
73	Brat Pan	ALAN00000023 J R Restaurant	
74	Brat Pan	ALAN00000023 J R Restaurant	
75	food mixer	ALAN00000042 SERGEANTS MESS (SLA-Permanent)	Electric

76	Food slicer	ALAN00000042 SERGEANTS MESS (SLA-Permanent)	Electric
77	Food Mixer	ALAN00000042 SERGEANTS MESS (SLA-Permanent)	Electric
78	Toaster	ALAN00000042 SERGEANTS MESS (SLA-Permanent)	Electric
79	Chest freezer	ALAN00000042 SERGEANTS MESS (SLA-Permanent)	Electric
80	Dish washer	ALAN00000042 SERGEANTS MESS (SLA-Permanent)	Electric
81	Single basket fryer	ALAN00000042 SERGEANTS MESS (SLA-Permanent)	Electric
82	Griddle	ALAN00000042 SERGEANTS MESS (SLA-Permanent)	Electric
83	Grill Electric	ALAN00000042 SERGEANTS MESS (SLA-Permanent)	Electric
84	2 Ring hot plate	ALAN00000042 SERGEANTS MESS (SLA-Permanent)	Electric
85	Water Boiler	ALAN00000042 SERGEANTS MESS (SLA-Permanent)	Electric
86	Potato peeler	ALAN00000042 SERGEANTS MESS (SLA-Permanent)	Electric
87	Waste Disposal Unit	ALAN00000042 SERGEANTS MESS (SLA-Permanent)	Electric
88	Waste Disposal Unit	ALAN00000042 SERGEANTS MESS (SLA-Permanent)	Electric
89	Waste Disposal Unit	ALAN00000042 SERGEANTS MESS (SLA-Permanent)	Electric
90	Steriliser Sink	ALAN00000042 SERGEANTS MESS (SLA-Permanent)	Electric
91	Hot Cabinet / Bain Marie	ALAN00000042 SERGEANTS MESS (SLA-Permanent)	Electric
92	Hot Cabinet / Bain Marie	ALAN00000042 SERGEANTS MESS (SLA-Permanent)	Electric
93	Chilled display	ALAN00000042 SERGEANTS MESS (SLA-Permanent)	Electric
94	Chilled display	ALAN00000042 SERGEANTS MESS (SLA-Permanent)	Electric
95	Plate Warmer	ALAN00000042 SERGEANTS MESS (SLA-Permanent)	Electric
96	Plate Warmer	ALAN00000042 SERGEANTS MESS (SLA-Permanent)	Electric
97	Insectocutors	ALAN00000042 SERGEANTS MESS (SLA-Permanent)	Electric
98	Insectocutors	ALAN00000042 SERGEANTS MESS (SLA-Permanent)	Electric
99	Insectocutors	ALAN00000042 SERGEANTS MESS (SLA-Permanent)	Electric
100	Insectocutors	ALAN00000042 SERGEANTS MESS (SLA-Permanent)	Electric

101	Insectocutors	ALAN00000042 SERGEANTS MESS (SLA-Permanent)	Electric
102	Microwave Oven	ALAN00000042 SERGEANTS MESS (SLA-Permanent)	Electric
103	Freezer	ALAN00000042 SERGEANTS MESS (SLA-Permanent)	Electric
104	Refrigerator	ALAN00000042 SERGEANTS MESS (SLA-Permanent)	Electric
105	Refrigerator	ALAN00000042 SERGEANTS MESS (SLA-Permanent)	Electric
106	Freezer	ALAN00000042 SERGEANTS MESS (SLA-Permanent)	Electric
107	Refrigerator	ALAN00000042 SERGEANTS MESS (SLA-Permanent)	Electric
108	Refrigerator	ALAN00000042 SERGEANTS MESS (SLA-Permanent)	Electric
109	Refrigerator	ALAN00000042 SERGEANTS MESS (SLA-Permanent)	Electric
110	Blast refrgerator	ALAN00000042 SERGEANTS MESS (SLA-Permanent)	Electric
111	Under counterRefrigerator	ALAN00000042 SERGEANTS MESS (SLA-Permanent)	Electric
112	Refrigerator	ALAN00000042 SERGEANTS MESS (SLA-Permanent)	Electric
113	Falcon Grill	ALAN00000042 SERGEANTS MESS (SLA-Permanent)	
114	Falcon Solid Top Range	ALAN00000042 SERGEANTS MESS (SLA-Permanent)	
115	Falcon Mobile Bratt Pan	ALAN00000042 SERGEANTS MESS (SLA-Permanent)	
116	Falcon Open Top Range	ALAN00000042 SERGEANTS MESS (SLA-Permanent)	
117	Falcon Double Pan Fryer	ALAN00000042 SERGEANTS MESS (SLA-Permanent)	
118	Potato peeler	ALAN00000042 SERGEANTS MESS (SLA-Permanent)	Electric
119	Microwave Oven	ALAN00000042 SERGEANTS MESS (SLA-Permanent)	Electric
120	Freezer	ALAN00000042 SERGEANTS MESS (SLA-Permanent)	Electric
121	Refrigerator	ALAN00000042 SERGEANTS MESS (SLA-Permanent)	Electric
122	Dish washer	ALAN00000042 SERGEANTS MESS (SLA-Permanent)	Electric
123	Insectocutors	ALAN00000042 SERGEANTS MESS (SLA-Permanent)	Electric
124	Insectocutors	ALAN00000042 SERGEANTS MESS (SLA-Permanent)	Electric
125	Freezer	ALAN00000042 SERGEANTS MESS (SLA-Permanent)	Electric

126	Blast fridge	ALAN00000042 SERGEANTS MESS (SLA-Permanent)	Electric
127	Food mixer	ALAN00000042 SERGEANTS MESS (SLA-Permanent)	Electric
128	Water Boiler	ALAN00000042 SERGEANTS MESS (SLA-Permanent)	Electric
129	Grill	ALAN00000042 SERGEANTS MESS (SLA-Permanent)	Electric
130	Plate Warmer	ALAN00000042 SERGEANTS MESS (SLA-Permanent)	Electric
131	Insectocutors	ALAN00000042 SERGEANTS MESS (SLA-Permanent)	Electric
132	Insectocutors	ALAN00000042 SERGEANTS MESS (SLA-Permanent)	Electric
133	Waste Disposal Unit	ALAN00000042 SERGEANTS MESS (SLA-Permanent)	Electric
134	Waste Disposal Unit	ALAN00000042 SERGEANTS MESS (SLA-Permanent)	Electric
135	Fryer - Double basket	ALAN00000042 SERGEANTS MESS (SLA-Permanent)	Electric
136	Hotplate - 4 Ring	ALAN00000042 SERGEANTS MESS (SLA-Permanent)	Electric
137	Steriliser Sink	ALAN00000042 SERGEANTS MESS (SLA-Permanent)	Electric
138	Chilled display	ALAN00000042 SERGEANTS MESS (SLA-Permanent)	Electric
139	Bain Marie	ALAN00000042 SERGEANTS MESS (SLA-Permanent)	Electric
140	Bratt pan	ALAN00000042 SERGEANTS MESS (SLA-Permanent)	
141	COMBI OVEN	ALAN00000042 SERGEANTS MESS (SLA-Permanent)	
142	Grill	ALAN00000042 SERGEANTS MESS (SLA-Permanent)	
143	Gas Range	ALAN00000042 SERGEANTS MESS (SLA-Permanent)	
144	Deep Fat Fryer	ALAN00000042 SERGEANTS MESS (SLA-Permanent)	
145	Freezer	ALAN00000065 OFFICERS MESS (SLA-Permanent)	Electric
146	Fridge	ALAN00000065 OFFICERS MESS (SLA-Permanent)	Electric
147	Hobart	ALAN00000065 OFFICERS MESS (SLA-Permanent)	Electric
148		ALAN00000065 OFFICERS MESS (SLA-Permanent)	
149	Grill	ALAN00000065 OFFICERS MESS (SLA-Permanent)	Electric
150	Bread Pan	ALAN00000065 OFFICERS MESS (SLA-Permanent)	

151	Fryer	ALAN00000065 OFFICERS MESS (SLA-Permanent)	
152	Stove	ALAN00000065 OFFICERS MESS (SLA-Permanent)	
153	Fridge/Double	ALAN00000065 OFFICERS MESS (SLA-Permanent)	Electric
154	Freezer	ALAN00000065 OFFICERS MESS (SLA-Permanent)	Electric
155	Blast Chiller	ALAN00000065 OFFICERS MESS (SLA-Permanent)	Electric
156	Microwave	ALAN00000065 OFFICERS MESS (SLA-Permanent)	Electric
157	Combi Oven	ALAN00000065 OFFICERS MESS (SLA-Permanent)	Gas/Electric
158	Waste Disposal	ALAN00000065 OFFICERS MESS (SLA-Permanent)	Electric
159	Immersion Sink	ALAN00000065 OFFICERS MESS (SLA-Permanent)	Electric
160	Waste Disposal	ALAN00000065 OFFICERS MESS (SLA-Permanent)	Electric
161	Dishwasher	ALAN00000065 OFFICERS MESS (SLA-Permanent)	Electric
162	Fryer	ALAN00000065 OFFICERS MESS (SLA-Permanent)	Electric
163	Electric 4 Rings	ALAN00000065 OFFICERS MESS (SLA-Permanent)	Electric
164	Toaster	ALAN00000065 OFFICERS MESS (SLA-Permanent)	Electric
165	Chillier Display	ALAN00000065 OFFICERS MESS (SLA-Permanent)	Electric
166	Hot Plate	ALAN00000065 OFFICERS MESS (SLA-Permanent)	Electric
167	Boiler	ALAN00000065 OFFICERS MESS (SLA-Permanent)	Electric
168	Plate Warmer	ALAN00000065 OFFICERS MESS (SLA-Permanent)	Electric
169	Fly Trap Unit 4	ALAN00000065 OFFICERS MESS (SLA-Permanent)	Electric
170	Fly Trap Unit 1	ALAN00000065 OFFICERS MESS (SLA-Permanent)	Electric
171	Fly Trap Unit 3	ALAN00000065 OFFICERS MESS (SLA-Permanent)	Electric
172	Fly Trap Unit 2	ALAN00000065 OFFICERS MESS (SLA-Permanent)	Electric

Site: **Thirsk - Dishforth Airfield**

1	GAS COOKER	DFMQ0400001 Contact House-1 The Crescent (SLA-Transit)	
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2	BLAST CHILLER	DISH00000018 OFFICERS / WOS & SGTS MESS (SLA-Permanent)	Electric
3	NO 1	DISH00000018 OFFICERS / WOS & SGTS MESS (SLA-Permanent)	Electric
4	FREEZER NO 2	DISH00000018 OFFICERS / WOS & SGTS MESS (SLA-Permanent)	Electric
5	FREEZER - DOUBLE	DISH00000018 OFFICERS / WOS & SGTS MESS (SLA-Permanent)	Electric
6	FRIDGE NO 1	DISH00000018 OFFICERS / WOS & SGTS MESS (SLA-Permanent)	Electric
7	FRIDGE NO 2	DISH00000018 OFFICERS / WOS & SGTS MESS (SLA-Permanent)	Electric
8	FRIDGE NO 3	DISH00000018 OFFICERS / WOS & SGTS MESS (SLA-Permanent)	Electric
9	FRIDGE	DISH00000018 OFFICERS / WOS & SGTS MESS (SLA-Permanent)	Electric
10	18-FR-35 COUNTER TOP	DISH00000018 OFFICERS / WOS & SGTS MESS (SLA-Permanent)	Electric
11	CORNER PLATE WASH	DISH00000018 OFFICERS / WOS & SGTS MESS (SLA-Permanent)	Electric
12	SNACMATE	DISH00000018 OFFICERS / WOS & SGTS MESS (SLA-Permanent)	
13	DEEP FAT FRYER SINGLE	DISH00000018 OFFICERS / WOS & SGTS MESS (SLA-Permanent)	
14	HOT CUPBOARD	DISH00000018 OFFICERS / WOS & SGTS MESS (SLA-Permanent)	
15	HOT CUPBOARD	DISH00000018 OFFICERS / WOS & SGTS MESS (SLA-Permanent)	
16	RANGE OVEN 6 RINGS	DISH00000018 OFFICERS / WOS & SGTS MESS (SLA-Permanent)	
17	COMBI OVEN	DISH00000018 OFFICERS / WOS & SGTS MESS (SLA-Permanent)	
18	DEEP FAT FRYER (DOUBLE)	DISH00000018 OFFICERS / WOS & SGTS MESS (SLA-Permanent)	
19	GRILL	DISH00000018 OFFICERS / WOS & SGTS MESS (SLA-Permanent)	
20	SERISE 350, 4 RING HOB	DISH00000018 OFFICERS / WOS & SGTS MESS (SLA-Permanent)	
21	HOT PLATE	DISH00000018 OFFICERS / WOS & SGTS MESS (SLA-Permanent)	
22	DEEP FAT FRYER	DISH00000018 OFFICERS / WOS & SGTS MESS (SLA-Permanent)	
23	RANGE OVEN 4 RINGS F512404	DISH00000018 OFFICERS / WOS & SGTS MESS (SLA-Permanent)	
24	SALAMANDER GRILL	DISH00000018 OFFICERS / WOS & SGTS MESS (SLA-Permanent)	Electric
25	BAIN MAIRIE WITH 3 PANS	DISH00000026 Junior RanksMess & Club	Electric
26	Hot serving cupboard	DISH00000026 JUNIOR RANK MESS & CLUB	Electric

27	Hot serving cupboard	DISH00000026 JUNIOR RANK MESS & CLUB	Electric
28	Boiling Pan	DISH00000026 JUNIOR RANK MESS & CLUB	Electric
29	Bain Marie	DISH00000026 JUNIOR RANK MESS & CLUB	Electric
30	Hot serving cupboard	DISH00000026 JUNIOR RANK MESS & CLUB	Electric
31	Hot Serving Cupboard	DISH00000026 JUNIOR RANK MESS & CLUB	Electric
32	TOASTER	DISH00000026 JUNIOR RANK MESS & CLUB	Electric
33	Potato peeler and associated tabling	DISH00000026 JUNIOR RANK MESS & CLUB	Electric
34	food mixer	DISH00000026 JUNIOR RANK MESS & CLUB	Electric
35	Hobart Plate Wash	DISH00000026 JUNIOR RANK MESS & CLUB	Electric
36	Potato peeler	DISH00000026 JUNIOR RANK MESS & CLUB	Electric
37	Potato peeler and associated tabling	DISH00000026 JUNIOR RANK MESS & CLUB	Electric
38	Hobart Plate Wash	DISH00000026 JUNIOR RANK MESS & CLUB	Electric
39	TEA BOILER	DISH00000026 JUNIOR RANK MESS & CLUB	Electric
40	TEA BOILER	DISH00000026 JUNIOR RANK MESS & CLUB	Electric
41	TEA BOILER	DISH00000026 JUNIOR RANK MESS & CLUB	Electric
42	LINCAT GRIDDLE	DISH00000026 JUNIOR RANK MESS & CLUB	Electric
43	Hot serving cupboard	DISH00000026 JUNIOR RANK MESS & CLUB	Electric
44	Stainless Steel BAIN MAIRIE WITH 3 PANS & HEAT LAM	DISH00000026 JUNIOR RANK MESS & CLUB	Electric
45	Table top band saw	DISH00000026 JUNIOR RANK MESS & CLUB	Electric
46	BLAST CHILLER	DISH00000026 JUNIOR RANK MESS & CLUB	Electric
47	Waste Disposal	DISH00000026 JUNIOR RANK MESS & CLUB	Electric
48	Waste Disposal	DISH00000026 JUNIOR RANK MESS & CLUB	Electric
49	Waste Disposal	DISH00000026 JUNIOR RANK MESS & CLUB	Electric
50	waste disposal and associated tabling	DISH00000026 JUNIOR RANK MESS & CLUB	Electric
51	Waste Disposal	DISH00000026 JUNIOR RANK MESS & CLUB	Electric

52	Waste Disposal	DISH00000026 JUNIOR RANK MESS & CLUB	Electric
53	UPRIGHT FRIDGE 4	DISH00000026 JUNIOR RANK MESS & CLUB	Electric
54	UPRIGHT FREEZER 2	DISH00000026 JUNIOR RANK MESS & CLUB	Electric
55	UPRIGHT FREEZER 3	DISH00000026 JUNIOR RANK MESS & CLUB	Electric
56	UPRIGHT FRIDGE 2	DISH00000026 JUNIOR RANK MESS & CLUB	Electric
57	Waste Compactor	DISH00000026 JUNIOR RANK MESS & CLUB	Electric
58	Waste Compactor	DISH00000026 JUNIOR RANK MESS & CLUB	Electric
59	UPRIGHT FREEZER 2	DISH00000026 JUNIOR RANK MESS & CLUB	Electric
60	UPRIGHT FRIDGE 1	DISH00000026 JUNIOR RANK MESS & CLUB	Electric
61	UPRIGHT FRIDGE 1	DISH00000026 JUNIOR RANK MESS & CLUB	Electric
62	UPRIGHT FREEZER 3	DISH00000026 JUNIOR RANK MESS & CLUB	Electric
63	CHEST FREEZER	DISH00000026 JUNIOR RANK MESS & CLUB	Electric
64	Stainless Steel BAIN MAIRIE WITH 2 PANS	DISH00000026 JUNIOR RANK MESS & CLUB	Electric
65	BLAST CHILLER	DISH00000026 JUNIOR RANK MESS & CLUB	Electric
66	FREEZER	DISH00000026 JUNIOR RANK MESS & CLUB	Electric
67	FREEZER	DISH00000026 JUNIOR RANK MESS & CLUB	Electric
68	FREEZER	DISH00000026 JUNIOR RANK MESS & CLUB	Electric
69	FRIDGE	DISH00000026 JUNIOR RANK MESS & CLUB	Electric
70	FRIDGE	DISH00000026 JUNIOR RANK MESS & CLUB	Electric
71	FRIDGE	DISH00000026 JUNIOR RANK MESS & CLUB	Electric
72	FRIDGE	DISH00000026 JUNIOR RANK MESS & CLUB	Electric
73	FRIDGE	DISH00000026 JUNIOR RANK MESS & CLUB	Electric
74	Counter Top Fridge	DISH00000026 JUNIOR RANK MESS & CLUB	Electric
75	Fridge	DISH00000026 JUNIOR RANK MESS & CLUB	Electric
76	Fridge	DISH00000026 JUNIOR RANK MESS & CLUB	Electric

77	Fridge	DISH00000026 JUNIOR RANK MESS & CLUB	Electric
78	Fridge	DISH00000026 JUNIOR RANK MESS & CLUB	Electric
79	Fridge	DISH00000026 JUNIOR RANK MESS & CLUB	Electric
80	Fridge	DISH00000026 JUNIOR RANK MESS & CLUB	Electric
81	Fridge	DISH00000026 JUNIOR RANK MESS & CLUB	Electric
82	Fridge	DISH00000026 JUNIOR RANK MESS & CLUB	Electric
83	Fridge	DISH00000026 JUNIOR RANK MESS & CLUB	
84	SERVING CUPBOARD	DISH00000026 JUNIOR RANK MESS & CLUB	
85	DOUBLE PAN CHIP FRYER	DISH00000026 JUNIOR RANK MESS & CLUB	
86	Deep fat fryer	DISH00000026 JUNIOR RANK MESS & CLUB	
87	BRATT PAN	DISH00000026 JUNIOR RANK MESS & CLUB	
88	4 RING RANGE	DISH00000026 JUNIOR RANK MESS & CLUB	
89	4 RING RANGE	DISH00000026 JUNIOR RANK MESS & CLUB	
90	MOORWOOD VULCAN GRILL	DISH00000026 JUNIOR RANK MESS & CLUB	
91	MOORWOOD VULCAN SOLID TOP OVEN	DISH00000026 JUNIOR RANK MESS & CLUB	
92	MOORWOOD VULCAN GRILL	DISH00000026 JUNIOR RANK MESS & CLUB	

Site: Woodvale RAF

Combination Oven	Officers Mess	Electric
Potato Rumbler		Electric
Chipper		Electric
Large Mixer	Officers Mess	Electric
Sterilising Sink	Officers Mess	Electric
Salamander	Officers Mess	Electric
Double Fryer	Officers Mess	Electric
Single Fryer		Electric
Bratt Pan	Officers Mess	Electric
Fridge	Officers Mess	Electric
Bain Marie	Officers Mess	Electric
Microwave	Officers Mess	Electric
Solid Top Oven	Officers Mess	
Table S/S	Officers Mess	Electric
Food Processor	Officers Mess	Electric

Meat Slicer		Electric
Meat Slicer	Officers Mess	Electric
Freezer Free Stand	Officers Mess	Electric
Solid Top BainMarie	Officers Mess	Electric
Small Fridge	Officers Mess	Electric
Freezer Chest	Officers Mess	Electric
Freezer Small	Officers Mess	Electric

Site: **York - Imphal Barracks**

1	GAS COOKER	IMPH01000013 Community Centre	Electric
2	DISHWASHER	IMPH01000070 OFFICERS MESS (SLA-Permanent)	
3	GAS OVEN BURNER TOP	IMPH01000070 OFFICERS MESS (SLA-Permanent)	
4	GAS OVEN SOLID TOP	IMPH01000070 OFFICERS MESS (SLA-Permanent)	
5	GAS STEAM OVEN	IMPH01000070 OFFICERS MESS (SLA-Permanent)	
6	GAS GRILL	IMPH01000070 OFFICERS MESS (SLA-Permanent)	
7	DEEP FLAT FRYER	IMPH01000070 OFFICERS MESS (SLA-Permanent)	
8	GAS COOKER	IMPH01000101 OUSEFIELD HOUSE ANNEX 1 - CONTRACT CLEANERS OFFICES	
9	GAS COOKER	IMPH01000102 OUSEFIELD HOUSE ANNEX 2 (SLA-Permanent)	
10	COOKER	IMPH01000102 OUSEFIELD HOUSE ANNEX 2 (SLA-Permanent)	
11	STEAKHOUSE GRILL	IMPH01000103 WO's & SERGEANTS MESS (SLA-Permanent)	
12	STEAK HOUSE GRILLE	IMPH01000103 WO's & SERGEANTS MESS (SLA-Permanent)	
13	BRATT PAN	IMPH01000103 WO's & SERGEANTS MESS (SLA-Permanent)	
14	OVEN	IMPH01000103 WO's & SERGEANTS MESS (SLA-Permanent)	
15	OVEN	IMPH01000103 WO's & SERGEANTS MESS (SLA-Permanent)	
16	COMBINATION OVEN	IMPH01000103 WO's & SERGEANTS MESS (SLA-Permanent)	
17	COMBINATION OVEN	IMPH01000103 WO's & SERGEANTS MESS (SLA-Permanent)	Electric
18	DISHWASHER	IMPH01000111 OTHER RANKS MESS - KOHIMA RESTURANT	Electric
19	UNDER COUNTER SERVERY REFRIGERATOR	IMPH01000111 OTHER RANKS MESS - KOHIMA RESTURANT	Electric
20	CHILLERS	IMPH01000111 OTHER RANKS MESS - KOHIMA RESTURANT	Electric

21	CHILLERS	IMPH01000111 OTHER RANKS MESS - KOHIMA RESTURANT	Electric
22	CHILL COUNTER	IMPH01000111 OTHER RANKS MESS - KOHIMA RESTURANT	Electric
23	POTATO RUMBLER	IMPH01000111 OTHER RANKS MESS - KOHIMA RESTURANT	Electric
24	COMBI- OVEN	IMPH01000111 OTHER RANKS MESS - KOHIMA RESTURANT	Electric
25	REFRIGERATED DISPLAY CABINET	IMPH01000111 OTHER RANKS MESS - KOHIMA RESTURANT	Electric
26	REFRIGERATED SERVERY UNIT	IMPH01000111 OTHER RANKS MESS - KOHIMA RESTURANT	Electric
27	REFRIGERATED SERVERY UNIT	IMPH01000111 OTHER RANKS MESS - KOHIMA RESTURANT	Electric
28	REFRIGERATED SERVERY UNIT	IMPH01000111 OTHER RANKS MESS - KOHIMA RESTURANT	
29	BAINE MARIE	IMPH01000111 OTHER RANKS MESS - KOHIMA RESTURANT	
30	BAINE MARIE	IMPH01000111 OTHER RANKS MESS - KOHIMA RESTURANT	
31	BAINE MARIE	IMPH01000111 OTHER RANKS MESS - KOHIMA RESTURANT	
32	BAINE MARIE	IMPH01000111 OTHER RANKS MESS - KOHIMA RESTURANT	
33	BAINE MARIE	IMPH01000111 OTHER RANKS MESS - KOHIMA RESTURANT	
34	GRILLE	IMPH01000111 OTHER RANKS MESS - KOHIMA RESTURANT	
35	GRILLE	IMPH01000111 OTHER RANKS MESS - KOHIMA RESTURANT	
36	BAINE MARIE	IMPH01000111 OTHER RANKS MESS - KOHIMA RESTURANT	
37	BOILING PAN	IMPH01000111 OTHER RANKS MESS - KOHIMA RESTURANT	
38	BOILING PAN	IMPH01000111 OTHER RANKS MESS - KOHIMA RESTURANT	
39	DEEP FAT FRYER	IMPH01000111 OTHER RANKS MESS - KOHIMA RESTURANT	
40	DEEP FAT FRYER	IMPH01000111 OTHER RANKS MESS - KOHIMA RESTURANT	
41	SOLID TOP OVEN	IMPH01000111 OTHER RANKS MESS - KOHIMA RESTURANT	
42	MANUAL TILTING BRATT PAN	IMPH01000111 OTHER RANKS MESS - KOHIMA RESTURANT	
43	OVEN BURNER TOP	IMPH01000111 OTHER RANKS MESS - KOHIMA RESTURANT	
44	OVEN BURNER TOP	IMPH01000111 OTHER RANKS MESS - KOHIMA RESTURANT	
45	OVEN SOLID TOP	IMPH01000111 OTHER RANKS MESS - KOHIMA RESTURANT	

46	OVEN SOLID TOP	IMPH01000111 OTHER RANKS MESS - KOHIMA RESTURANT	
47	BRAT PAN	IMPH01000111 OTHER RANKS MESS - KOHIMA RESTURANT	
48	BRAT PAN	IMPH01000111 OTHER RANKS MESS - KOHIMA RESTURANT	
49	COMBI- OVEN	IMPH01000111 OTHER RANKS MESS - KOHIMA RESTURANT	
50	COMBI- OVEN	IMPH01000111 OTHER RANKS MESS - KOHIMA RESTURANT	
51	GAS COOKER	IMPH0100101A OUSEFIELD HOUSE ANNEX 1 (SLA PERMANENT)	
52	COOKER	IMPH0100102A OUSEFIELD HOUSE ANNEX 2 (SLA PERMANENT)	Electric
53	MICROWAVE	IMPH0300346A OUSEFIELD HOUSE (OFFICERS MESS) (SLA-Permanent) [LISTED]	Electric
54	DRINKS CHILLER	IMPH0300346A OUSEFIELD HOUSE (OFFICERS MESS) (SLA-Permanent) [LISTED]	Electric
55	DISHWASHER	IMPH0300346A OUSEFIELD HOUSE (OFFICERS MESS) (SLA-Permanent) [LISTED]	Electric
56	FRIDGE 1	IMPH0300346A OUSEFIELD HOUSE (OFFICERS MESS) (SLA-Permanent) [LISTED]	Electric
57	FRIDGE 2	IMPH0300346A OUSEFIELD HOUSE (OFFICERS MESS) (SLA-Permanent) [LISTED]	Electric
58	FRIDGE 3	IMPH0300346A OUSEFIELD HOUSE (OFFICERS MESS) (SLA-Permanent) [LISTED]	Electric
59	DRINKS CHILLER	IMPH0300346A OUSEFIELD HOUSE (OFFICERS MESS) (SLA-Permanent) [LISTED]	Electric
60	SMALL DRINKS CHILLER	IMPH0300346A OUSEFIELD HOUSE (OFFICERS MESS) (SLA-Permanent) [LISTED]	Electric
61	WATER BOILER	IMPH0300346A OUSEFIELD HOUSE (OFFICERS MESS) (SLA-Permanent) [LISTED]	Electric
62	MICROWAVE	IMPH0300346A OUSEFIELD HOUSE (OFFICERS MESS) (SLA-Permanent) [LISTED]	Electric
63	LARGE FOOD MIXER	IMPH0300346A OUSEFIELD HOUSE (OFFICERS MESS) (SLA-Permanent) [LISTED]	Electric
64		IMPH0300346A OUSEFIELD HOUSE (OFFICERS MESS) (SLA-Permanent) [LISTED]	Electric

65	6 SLICE TOASTER	IMPH0300346A OUSEFIELD HOUSE (OFFICERS MESS) (SLA-Permanent) [LISTED]	Electric
66	POTATO PEELER	IMPH0300346A OUSEFIELD HOUSE (OFFICERS MESS) (SLA-Permanent) [LISTED]	Electric
67	PLATE WARMER 1	IMPH0300346A OUSEFIELD HOUSE (OFFICERS MESS) (SLA-Permanent) [LISTED]	Electric
68	PLATE WARMER 2	IMPH0300346A OUSEFIELD HOUSE (OFFICERS MESS) (SLA-Permanent) [LISTED]	Electric
69	INSECTOCUTER	IMPH0300346A OUSEFIELD HOUSE (OFFICERS MESS) (SLA-Permanent) [LISTED]	Electric
70	INSECTOCUTER 2	IMPH0300346A OUSEFIELD HOUSE (OFFICERS MESS) (SLA-Permanent) [LISTED]	Electric
71	CUTLERY POLISHER	IMPH0300346A OUSEFIELD HOUSE (OFFICERS MESS) (SLA-Permanent) [LISTED]	Electric
72	FRYER	IMPH0300346A OUSEFIELD HOUSE (OFFICERS MESS) (SLA-Permanent) [LISTED]	Electric
73	SMALL FOOD MIXER	IMPH0300346A OUSEFIELD HOUSE (OFFICERS MESS) (SLA-Permanent) [LISTED]	Electric
74	DRINKS FRIDGE	IMPH0300346A OUSEFIELD HOUSE (OFFICERS MESS) (SLA-Permanent) [LISTED]	
75	BAINMAIRE WARMING CABINET	IMPH0300346A OUSEFIELD HOUSE (OFFICERS MESS) (SLA-Permanent) [LISTED]	
76	OVEN BURNER TOP	IMPH0300346A OUSEFIELD HOUSE (OFFICERS MESS) (SLA-Permanent) [LISTED]	
77	OVEN SOLID TOP	IMPH0300346A OUSEFIELD HOUSE (OFFICERS MESS) (SLA-Permanent) [LISTED]	
78	GRILLE	IMPH0300346A OUSEFIELD HOUSE (OFFICERS MESS) (SLA-Permanent) [LISTED]	
79	GAS STEAM OVEN	IMPH0300346A OUSEFIELD HOUSE (OFFICERS MESS) (SLA-Permanent) [LISTED]	
80	GAS STERILISING SINK	IMPH0300346A OUSEFIELD HOUSE (OFFICERS MESS) (SLA-Permanent) [LISTED]	

81	DEEP FAT FRYER	IMPH0300346A OUSEFIELD HOUSE (OFFICERS MESS) (SLA-Permanent) [LISTED]	
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Annex H

Transfer Regulations

PART 1 - EMPLOYEE TRANSFER ARRANGEMENTS ON ENTRY

1 DEFINITIONS

1.1 In this Part 1 (*Employee Transfer Arrangements on Entry*) of Annex H (*Transfer Regulations*), save where otherwise provided, words and terms defined in Annex A (*Defined Terms*) to Booklet 1 (*Conditions of Contract*) shall have the meaning ascribed to them in Annex A (*Defined Terms*) to Booklet 1 (*Conditions of Contract*).

1.2 Without prejudice to Annex A (*Defined Terms*) to Booklet 1 (*Conditions of Contract*), in this Part 1 (*Employee Transfer Arrangements on Entry*) of Annex H (*Transfer Regulations*), unless the context otherwise requires:

"Authority Employees" means those employees of the Authority who are listed in the Final List;

"Costs" means recruitment costs in respect of the provision of the Services, those costs of employing the employees of the Authority and/or any reasonable termination costs, including, without limitation, redundancy payments (but excluding costs arising from acts or omissions of the *Contractor* and/or *Employing Sub-Contractor*, and/or any payment which the *Contractor* and/or any *Employing Sub-Contractor* is not obliged to make by contract or statute and/or any compensation, payment, costs or awards (whether protective or otherwise) in connection with claims of unfair dismissal, discrimination and claims in respect of a protective award under the Trade Union and Labour Relations (Consolidation) Act 1992 (save where such claims are as a result of an act or omission of the Authority));

"DPA" means Data Protection Act 1998;

"Employee Liability Information" has the same meaning as in Regulation 11(2) of the Transfer Regulations;

"Employee List" means the list of Expected Authority Transferees plus the information listed in Part A of Appendix 2 of this Part 1 (*Employee Transfer Arrangements on Entry*) of Annex H (*Transfer Regulations*), for those Expected Authority Transferees;

"Employing Sub-Contractor" means any sub-contractor of the *Contractor* providing any part of the Services who is or is to be the employer of an Authority Employee, a Previous Contractor Employee or an Unexpected Employee;

"Expected Authority Transferee" means an employee of the Authority whom the Authority considers is assigned or whose principal purpose is to provide the Services to be provided by the *Contractor* and/or an *Employing Sub-Contractor* prior to the Relevant Transfer Date and who the Authority expects to transfer to the *Contractor* or an *Employing Sub-Contractor* on the Relevant Transfer Date;

"Final List" means the list of Expected Authority Transferees as at 28 days prior to the Relevant Transfer Date, plus the information listed in Part B of Appendix 2 of this

Part 1 (*Employee Transfer Arrangements on Entry*) of Annex H (*Transfer Regulations*), in respect of those Expected Authority Transferees;

"Former Authority Employees" means at any time any person whose employment previously transferred to a contractor or its sub-contractor pursuant to the Transfer Regulations and who has, pursuant to this Contract and the Transfer Regulations, transferred to the *Contractor* or any Sub-contractor provided that since such person was employed by the Authority (a) he has not ceased to be eligible for membership of the Schemes; and (b) any change in his employer has been effected pursuant to the Transfer Regulations;

"New Provider" means any replacement service provider or providers engaged to provide the Services (or part thereof) or substantially similar services or the Authority itself where the Services or substantially similar services or part thereof continue to be provided by the Authority after partial termination, termination or expiry of this Contract;

"Previous Contractor" means:

- (a) Sodexo Defence Ltd;
- (b) Serco Ltd;
- (c) Babcock International Group;
- (d) ISS Mediclean (trading as ISS Defence);

"Previous Contractor Employee" means an employee of a Previous Contractor (including but not limited to Former Authority Employees) who immediately before the Previous Contractor Relevant Transfer Date is assigned to carry out the services to be carried out by the *Contractor* or Sub-Contractor under this Contract and who has not been dismissed, resigned, been reassigned or objected to the Previous Contractor Relevant Transfer;

"Previous Contractor Relevant Transfer" means a transfer to the *Contractor* or an Employing Sub-Contractor of a Previous Contractor Employee pursuant to this Contract and the Transfer Regulations;

"Previous Contractor Relevant Transfer Date" means the date on which a Previous Contractor Relevant Transfer is effected for Previous Contractor Employees;

"Relevant Statutory Scheme" has the same meaning as in Regulation 8 of the Transfer Regulations;

"Relevant Transfer" means a transfer to the *Contractor* or an Employing Sub-Contractor of the Authority Employees pursuant to this Contract and the Transfer Regulations;

"Relevant Transfer Date" means the date on which a Relevant Transfer is effected for Authority Employees;

"Services" means the *service*;

"Transfer Regulations" means the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended from time to time and/or the Service Provision Change (Protection of Employment) Regulations (Northern Ireland) 2006 (as amended from time to time), as appropriate; and

"Unexpected Employee" means any employee of the Authority or former employee of the Authority (excluding any Former Authority Employee) who is not on the Final List provided in accordance with Paragraph 2.1.4 and who is or was assigned by the Authority to the Services to be provided by the *Contractor* and/or an Employing Sub-Contractor prior to the Relevant Transfer Date.

2 AUTHORITY EMPLOYEES

2.1 Authority Employee Information / Price Adjustment

2.1.1 Three months prior to the Relevant Transfer Date, the Authority shall provide to the *Contractor* :

(a) the Employee List; and

(b) Employee Liability Information in respect of the Expected Authority Transferees.

2.1.2 Up to 28 days prior to the Relevant Transfer Date the Authority shall inform the *Contractor* of, and provide any information related to, any changes to the information provided pursuant to Paragraph 2.1.1 as soon as reasonably practicable.

2.1.3 The *Contractor* shall provide any information provided to it by the Authority under Paragraph 2.1.1 to an Employing Sub-Contractor within seven Working Days of receipt to the extent that such Expected Authority Transferees are to transfer to an Employing Sub-Contractor under a Relevant Transfer on the Relevant Transfer Date.

2.1.4 No later than 28 days prior to the Relevant Transfer Date the Authority shall provide to the *Contractor* the Final List.

2.1.5 Paragraph 2.1.1 is subject to the Authority's obligations in respect of the DPA and the Authority shall use its reasonable endeavours to obtain the consent of its employees to the extent necessary under the DPA or provide the data in anonymous form in order to enable disclosure of the information required under paragraph 2.1.1. To the extent anonymous data has been provided by the Authority to the *Contractor* pursuant to its obligations under Paragraph 2.1.1 above, the Authority shall provide full data to the *Contractor* no later than 28 days prior to the Relevant Transfer.

2.1.6 Where any differences between the employee lists at Appendix 1 to this Annex H (which shows the employee information on which the *Contractor* based the employment costs used to calculate the Prices, those employment costs being [REDACTED]) and the Final List result in reasonable additional Costs to the *Contractor* and/or any Employing Sub-Contractor, the *Contractor* may propose a reasonable adjustment to the Prices to meet such reasonable additional Costs that the *Contractor* and/or any Employing Sub-Contractor incurs as a result of such a change provided that such a change is not as a result of an act or omission of the *Contractor* and/or any Employing Sub-Contractor. The *Contractor* shall produce

such evidence of the reasonable additional Costs incurred as the Authority may reasonably require as soon as is reasonably practicable and in any event no later than 28 days following the receipt of such a written request prior to any adjustment being made. No adjustment to the Prices shall be made where there is a failure to produce such evidence within this timescale or where the Authority considers such information insufficient.

- 2.1.7 Where the Authority considers that any differences between the employee lists at Appendix 1 to this Annex H (which shows the employee information on which the *Contractor* based the employment costs used to calculate the Prices, those employment costs being [REDACTED]) and the Final List result in a reduction of Costs to the *Contractor* and/or any Employing Sub-Contractor, the Authority shall propose a reasonable adjustment to the Prices to reflect any reasonable reduction in Costs to the *Contractor* and/or any Employing Sub-Contractor. The Authority and the *Contractor* shall produce such reasonable evidence as the other Party shall reasonably require as soon as is reasonably practicable and in any event no later than 28 days after a request is made in writing in order to establish such a reduction in Costs. A failure by the *Contractor* to produce such evidence shall preclude the *Contractor* from objecting to an adjustment to the Prices. A failure by the Authority to produce such evidence, save where such a failure is as a result of an act or omission of the *Contractor* or Employing Sub-Contractor, shall result in no adjustment to the Prices.
- 2.1.8 Where, following the Relevant Transfer Date, the *Contractor* and/or the Authority provides reasonable evidence to the other Party that any of the details in the Final List were inaccurate (other than details in respect of the number or identity of the Expected Authority Transferees which shall not be taken into account in respect of any adjustment to the Prices due to additional Costs) the Prices shall be adjusted to reflect the adjustment which would have been made under Paragraphs 2.1.6 and/or 2.1.7 (if any) had the Final List been accurate on the Relevant Transfer Date. The Authority and the *Contractor* shall produce such reasonable evidence of the inaccuracies and/or the additional Costs and/or reduction in Costs incurred as the other Party may reasonably require as soon as is reasonably practicable and in any event, no later than 28 days following the receipt of such a request prior to any adjustments being made. Where there is a failure by the *Contractor* to produce such evidence within this timescale or where the Authority reasonably considers such information insufficient, no adjustment to the Prices shall be made. A failure by the Authority to produce reasonable evidence to demonstrate inaccuracies and/or the reduction in Costs, save where such a failure is as a result of an act or omission of the *Contractor* or Employing Sub-Contractor, shall result in no adjustment to the Prices.
- 2.1.9 No adjustments shall be made to the Prices in respect of inaccuracies raised under Paragraphs 2.1.6, 2.1.7 or 2.1.8 more than six months following the Relevant Transfer Date.
- 2.1.10 The Parties agree that any adjustments to the Prices under Paragraphs 2.1.6, 2.1.7 or 2.1.8 for each Relevant Transfer shall be made at the same time which shall be no earlier than six months after the Relevant Transfer Date.
- 2.1.11 If a claim or allegation is made by an Unexpected Employee that he has or should have transferred to the *Contractor* and/or any Sub-Contractor and/or (in the case of an Unexpected Employee whose employment terminated on or before the Relevant Transfer Date) that any liability relating to him has transferred to the *Contractor*

and/or any Sub-Contractor by virtue of the Transfer Regulations and this Contract, the Party receiving the claim or allegation shall notify the other Party (or the *Contractor* shall notify the Authority on the Sub-Contractor's behalf) in writing as soon as reasonably practicable and no later than ten Working Days after receiving notification of the Unexpected Employee's claim or allegation, whereupon:

- (a) the Authority shall, as soon as reasonably practicable, offer and/or confirm continued employment to the Unexpected Employee or take such other steps so as to effect a written withdrawal of the claim or allegation; and
- (b) if the Unexpected Employee's claim or allegation is not withdrawn or resolved the Authority shall notify the *Contractor* (who will notify any Sub-Contractor who is a party to such claim or allegation), and the *Contractor* or Sub-Contractor shall employ the Unexpected Employee or as soon as reasonably practicable (subject to compliance with its obligations at Paragraph 2.1.11(c)(iii)), serve notice to terminate the Unexpected Employee's employment in accordance with his contract of employment and/or (in the case of an Unexpected Employee whose employment terminated on or before the Relevant Transfer Date) shall resist any claim brought by the Unexpected Employee against the *Contractor* and/or any Sub-Contractor; and
- (c) the Authority shall effect an adjustment to the Prices which has the effect of reimbursing the *Contractor* for any of the following liabilities incurred by the *Contractor* or Sub-Contractor in dealing with or disposing of the Unexpected Employee's claim or allegation:
 - (i) any additional Costs of employing the Unexpected Employee to provide the Services under this Contract up to the date of dismissal where the Unexpected Employee has been dismissed in accordance with Paragraph 2.1.11(b);
 - (ii) any liabilities acquired by virtue of the Transfer Regulations in relation to the Unexpected Employee;
 - (iii) any liabilities relating to the termination of the Unexpected Employee's employment provided the *Contractor* or Sub-Contractor has used reasonable endeavours to find alternative employment for the Unexpected Employee, but excluding such proportion or amount of any liability for unfair dismissal, breach of contract or discrimination attributable:
 - (A) to a failure by the *Contractor* or an Employing Subcontractor to act reasonably to mitigate the costs of dismissing such person);
 - (B) directly or indirectly to the procedure followed by the *Contractor* or an Employing Subcontractor in dismissing the Unexpected Transferee; or
 - (C) to the acts/omissions of the *Contractor* or an Employing Subcontractor not wholly connected to the dismissal of that person;

- (iv) any liabilities incurred under a settlement of the Unexpected Employee's claim which was reached with the express permission of the Authority (not to be unreasonably withheld or delayed);
 - (v) reasonable administrative costs incurred by the *Contractor* or Sub-Contractor in dealing with the Unexpected Employee's claim or allegation, subject to a cap per Unexpected Employee of £5,000; and
 - (vi) legal and other professional costs reasonably incurred;
- (d) the *Contractor* shall be deemed to have waived its right to an adjustment as per Paragraph 2.1.11(c) if it fails without reasonable cause to take, or fails to procure any Sub-Contractor takes, any action in accordance with any of the timescales referred to in this Paragraph 2.1.11.

2.2 Obligations in Respect of Authority Employees

- 2.2.1 The *Contractor* and the Authority acknowledge, and the *Contractor* shall procure that the Employing Sub-Contractors acknowledge, that the provision of the Services under this Contract will constitute one or more Relevant Transfers for the purposes of the Transfer Regulations.
- 2.2.2 The *Contractor* agrees and shall procure that the Employing Sub-Contractors agree that from the Relevant Transfer Date the contracts of employment of any Authority Employees together with any collective agreements (save insofar as such contracts and such agreements relate to benefits for old age, invalidity or survivors under any occupational pension scheme or otherwise do not transfer pursuant to regulation 4A of the Transfer Regulations) will take effect as if originally made between the *Contractor* or an Employing Sub-Contractor and the Authority Employees (or the relevant trade union, as the case may be).
- 2.2.3 The Authority and the *Contractor* shall (and the *Contractor* shall procure that any Employing Sub-Contractors shall):
- (a) before and in relation to the Relevant Transfer Date liaise with each other and shall co-operate with each other in order to implement effectively the smooth transfer of the Authority Employees to the *Contractor* or Employing Sub-Contractor; and
 - (b) comply with their respective obligations under the Transfer Regulations including their obligations to inform and consult under Regulation 13.
- 2.2.4 The Authority shall be responsible for all emoluments and outgoings in respect of an Authority Employee (including without limitation all wages, bonuses, commissions, payments in respect of holiday taken up to the Relevant Transfer Date, PAYE, national insurance contributions and contributions to retirement benefit schemes) in respect of the period prior to the Relevant Transfer Date and shall indemnify the *Contractor* in respect of the same.
- 2.2.5 The *Contractor* or Employing Sub-Contractor (as the case may be) shall have responsibility for all emoluments and outgoings (including without limitation all wages, bonuses, commissions, payments in respect of holiday taken after the Relevant Transfer Date, PAYE, national insurance contributions and contributions to retirement benefit schemes) in relation to the Authority Employees with effect from

and including the Relevant Transfer Date and the *Contractor* shall indemnify the Authority in respect of the same.

- 2.2.6 No later than three months after the Relevant Transfer Date the *Contractor* shall pay to the Authority a sum equal to the outstanding balance on the Relevant Transfer Date of any loan, advance or other indebtedness of any Authority Employee to the Authority which is outstanding immediately prior to the Relevant Transfer save to the extent that such sums are recovered by the Authority pursuant to Paragraph 2.2.5.
- 2.2.7 The Authority shall indemnify the *Contractor* against all reasonable costs (including reasonable legal costs) losses and expenses and all damages, compensation, fines and liabilities arising out of or in connection with any claim or claims by any Authority Employee brought against the *Contractor* and/or any Employing Sub-Contractor at any time up to the Subsequent Transfer Date arising out of or in connection with any acts or omissions of the Authority which occurred prior to the Relevant Transfer Date for that Authority Employee provided that all reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and liabilities arising out of or in connection with such claims are not the result of any act or omission of the *Contractor* and/or Employing Sub-Contractor.
- 2.2.8 The Authority shall indemnify the *Contractor* against all reasonable costs (including reasonable legal costs) losses and expenses and all damages, compensation, fines and liabilities arising out of or in connection with any claim or claims by any Authority Employee or trade union representative or Authority Employee representative brought against the *Contractor*, whether before or after the Relevant Transfer Date, arising out of any failure by the Authority to comply with its obligations under Regulation 13 of the Transfer Regulations in respect of any Authority Employee or any other employee of the Authority affected by the Relevant Transfer effected by this Contract (as defined by Regulation 13 of the Transfer Regulations), except to the extent that all reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and liabilities arising out of or in connection with such claims are the result of any act or omission of the *Contractor* and/or Employing Sub-Contractor.
- 2.2.9 The *Contractor* shall indemnify the Authority against all reasonable costs (including reasonable legal costs) losses and expenses and all damages, compensation, fines and liabilities arising out of or in connection with any claim or claims by any employee or trade union representative or employee representative brought against the Authority, whether before or after the Relevant Transfer Date, arising out of any failure by the *Contractor* or any Employing Sub-Contractor to comply with its or their obligations under Regulation 13 of the Transfer Regulations save to the extent that any reasonable costs (including reasonable legal costs), losses, and expenses and all damages, compensation, fines and liabilities arising out of such claims are the result of the act or omission of the Authority.
- 2.2.10 The *Contractor* shall indemnify the Authority in respect of all reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and other liabilities arising out of or in connection with or as a result of a substantial change proposed or made by the *Contractor* or any Employing Sub-Contractor to the working conditions of all or any Authority Employees to the material detriment of such Authority Employees. For the purposes of this paragraph the expressions "substantial change" and "material detriment"

shall have the same meaning as for the purposes of Regulation 4(9) of the Transfer Regulations.

- 2.2.11 The *Contractor* shall indemnify the Authority in respect of all reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and other liabilities arising out of or in connection with or as a result of any variations or proposed variations to any Authority Employee's terms and conditions of employment pursuant to regulations 4(5) and 4(5B) of the Transfer Regulations.

2.3 Application of Paragraphs in this Annex H to employed Unexpected Employees

- 2.3.1 Paragraph 2.2.2, Paragraphs 2.2.4 to 2.2.6, Paragraph 2.2.7 and Paragraph 2.2.10 of this Part 1 (*Employee Transfer Arrangements on Entry*) and Paragraph 2.5 of Part 2 (*Staff Transfer on Exit*) of Annex H (*Transfer Regulations*) and the provisions of Annex I (*Pension Matters*) shall apply to any Unexpected Employee whom the *Contractor* and/or any Sub-Contractor has decided to employ in accordance with Paragraph 2.1.11(b) save that references to "the Relevant Transfer Date" in Paragraphs 2.2.2, 2.2.4 to 2.2.6 and 2.2.7 of this Part 1 (*Employee Transfer Arrangements on Entry*) of Annex H (*Transfer Regulations*) shall be construed as being references to the date on which that Unexpected Employee took up employment with the *Contractor* or Sub-Contractor and any reference to an "Authority Employee" shall be construed as being a reference to the Unexpected Employee.

2.4 Employee Liability Information

- 2.4.1 The Parties consider that the provisions of this Contract (and in particular Paragraph 2.1.6 of this Part 1 (*Employee Transfer Arrangements on Entry*) of Annex H (*Transfer Regulations*)) provide sufficient protection and opportunity for compensation to the *Contractor* or Employing Sub-Contractors in the event of any breach by the Authority of its obligations under Regulation 11 of the Transfer Regulations and that as anticipated by Regulation 12(5) of the Transfer Regulations it is just and equitable that the Tribunal make no award for compensation under Regulation 12(3)(b) and, in the alternative, if the Tribunal determines that it is just and equitable for an award of compensation to be made then the *Contractor* for itself and on behalf of any Employing Sub-Contractor agrees that such award should be no more than £500 for the relevant employee.

2.5 General

- 2.5.1 The *Contractor* shall not recover any Costs and/or other losses under this Part 1 (*Employee Transfer Arrangements on Entry*) of Annex H (*Transfer Regulations*) where such Costs and/or losses are recoverable by the *Contractor* elsewhere in this Contract and/or have been recovered under the Transfer Regulations or otherwise.

3 PREVIOUS CONTRACTOR EMPLOYEES

3.1 Employee Information

- 3.1.1 No later than three months prior to the Previous Contractor Relevant Transfer Date the Authority shall provide to the *Contractor* the information listed in Appendix 2 to this Part 1 (*Employee Transfer Arrangements on Entry*) of Annex H (*Transfer*

Regulations) in respect of Previous Contractor Employees to the extent that such information has been provided to the Authority by the Previous Contractor.

- 3.1.2 The Authority shall provide the *Contractor* with any update to the information provided under Paragraph 3.1.1 as soon as is reasonably practicable, to the extent that such information has been provided to the Authority by the Previous Contractor.
- 3.1.3 The *Contractor* shall provide any information provided to it by the Authority pursuant to Paragraph 3.1.1 to an Employing Sub-Contractor within seven Working Days of receipt to the extent that such Previous Contractor Employees are to transfer to an Employing Sub-Contractor under a Previous Contractor Relevant Transfer on the Previous Contractor Relevant Transfer Date.
- 3.1.4 Paragraph 3.1.1 is subject to the Authority and any Previous Contractor's obligations in respect of the DPA and any data provided by the Authority in accordance with Paragraph 3.1.1 shall be provided in anonymous form in order to enable its disclosure. To the extent anonymous data has been provided by the Authority pursuant to its obligations under Paragraph 3.1.1 above, the Authority shall provide full data no later than 28 days prior to the Previous Contractor Relevant Transfer.
- 3.1.5 The Authority does not warrant the accuracy of the information provided under Paragraph 3.1.1.

3.2 Obligations in respect of Previous Contractor Employees

- 3.2.1 The *Contractor* and the Authority acknowledge (and the *Contractor* shall procure that the Employing Sub-Contractor acknowledges) that the provision of the Services under this Contract will constitute a Previous Contractor Relevant Transfer.
- 3.2.2 The *Contractor* agrees (and will procure that the Employing Sub-Contractor agrees) that from the Previous Contractor Relevant Transfer Date the contracts of employment of any Previous Contractor Employees together with any collective agreements (save insofar as such contracts and such agreements relate to benefits for old age, invalidity or survivors under any occupational pension scheme) will take effect as if originally made between the *Contractor* or an Employing Sub-Contractor and the Previous Contractor Employees (or the relevant trade union, as the case may be) subject to any variations to such contracts of employment made pursuant to Regulation 9 of the Transfer Regulations, where applicable.
- 3.2.3 Save for any liabilities in respect of Previous Contractor Employees under a Relevant Statutory Scheme or Schemes, the *Contractor* or Employing Sub-Contractor (as the case may be) shall have responsibility for all emoluments and outgoings (including without limitation all wages, bonuses, commissions, payments in respect of holiday taken after the Previous Contractor Relevant Transfer Date as appropriate, PAYE, national insurance contributions and contributions to retirement benefit schemes) in relation to the Previous Contractor Employees with effect from and including the Previous Contractor Relevant Transfer Date and shall indemnify the Authority and the Previous Contractor in respect of the same.

3.3 Indemnities

- 3.3.1 Subject to Paragraph 3.3.2. the Authority shall indemnify and hold harmless the *Contractor* and any Employing Sub-Contractor against all demands, claims,

liabilities, losses and damages, costs (including reasonable legal costs), fines and expenses (including all interest and penalties) arising out of or in connection with:

- (a) any breach by the Previous Contractor and/or any sub-contractor of the Previous Contractor of their obligations under Regulation 13 of the Transfer Regulations;
- (b) the employment or termination of employment by the Previous Contractor and/or any sub-contractor of the Previous Contractor of any person (including any Previous Contractor Employee) engaged by the Previous Contractor and/or any sub-contractor of the Previous Contractor in connection with the services to be carried out by the *Contractor* or any Employing Sub-Contractor at any time prior to the Relevant Transfer Date;
- (c) any breach by the Previous Contractor and/or any sub-contractor of the Previous Contractor of any collective agreement or any arrangement with any trade union or staff association prior to the Relevant Transfer Date
- (d) any discrepancies in any information provided by the Authority to the *Contractor* pursuant to Paragraph 3.1 that are identified by the Parties subsequent to the date of the provision of such information.

3.3.2 The Authority's liability to indemnify the *Contractor* at Paragraph 3.3.1 above shall be strictly limited to the amount recovered by the Authority from the Previous Contractor following the exercise by the Authority of rights and remedies available to it in contract and in law, against the Previous Contractor (which rights and remedies it shall exercise to the extent of all reasonable endeavours).

3.3.3 The *Contractor* shall, upon reasonable request by the Authority, use its reasonable endeavours to support the Authority in the Authority's exercise of its rights and remedies under Paragraph 3.3.1 and 3.3.2.

4 GENERAL PROVISIONS APPLICABLE TO AUTHORITY EMPLOYEES, PREVIOUS CONTRACTOR EMPLOYEES AND CONTRACTOR PERSONNEL

4.1 Contractor Indemnity

4.1.1 The *Contractor* shall indemnify the Authority and any New Provider against all reasonable costs (including reasonable legal costs) losses and expenses and all damages, compensation, fines and liabilities arising out of or in connection with the employment or termination of employment by the *Contractor* or any Employing Sub-Contractor of any person (including the Authority Employees and Previous Contractor Employees) engaged in connection with the provision of the Services during the term of this Contract.

4.2 Post Transfer Reporting

4.2.1 The *Contractor* shall upon request by the Authority provide (or shall procure that an Employing Sub-Contractor shall provide) the Authority with the following information in respect of the employees who are wholly or mainly employed, assigned or engaged in providing the Services:

- (a) any proposed, agreed or imposed changes to terms and conditions of service;

- (b) disputes relating to compliance with the Transfer Regulations which are regarded as unresolved by a recognised Trade Union;
- (c) any court action or tribunal proceedings relating to compliance with the Transfer Regulations;
- (d) completed court action or tribunal proceedings relating to compliance with the Transfer Regulations; and
- (e) out of court settlements relating to compliance with the Transfer Regulations if possible having regard to the wording of the settlement.

Appendix 1

List of Employment Information on which the Contractor based the Authority Personnel Costs of the Prices

Located at reference “3.3: Employer TUPE” in the Virtual Data Room

Appendix 2

Personnel Information to be Released Pursuant to this Contract

Part A of Appendix 2

1. Pursuant to Paragraphs 2.1.1 and 3.1.1 of this Part 1 (*Employee Transfer Arrangements on Entry*) of Annex H (*Transfer Regulations*), the written statement of employment particulars as required by section 1 of the Employment Rights Act 1996 together with the following information (save where that information is included within that statement) will be provided to the extent it is not included within the written statement of employment particulars:
 - 1.1 Personal, employment and career
 - a) age;
 - b) security vetting clearance;
 - c) job title;
 - d) work location;
 - e) conditioned hours of work;
 - f) employment status;
 - g) details of training and operating licensing required for Statutory and Health and Safety reasons;
 - h) details of training or sponsorship commitments;
 - i) standard annual leave entitlement and current leave year entitlement and record;
 - j) annual leave reckonable service date;
 - k) details of disciplinary or grievance proceedings taken by or against transferring employees in the last two years;
 - l) information of any legal proceedings between employees and their employer within the previous two years or any such proceedings that the transferor has reasonable grounds to believe that an employee may bring against the transferee arising out of their employment with the transferor;
 - m) issue of uniform/protective clothing;
 - n) Working Time Directive opt-out forms; and
 - o) date from which the latest period of continuous employment began.
 - 1.2 Superannuation and pay
 - a) maternity leave or other long-term leave of absence (meaning more than 4 weeks) planned or taken within the last two years;
 - b) annual salary and rates of pay band/grade;
 - c) shifts, unsociable hours or other premium rates of pay;
 - d) overtime history for the preceding twelve-month period;

- e) allowances and bonuses for the preceding twelve-month period;
- f) details of outstanding loan, advances on salary or debts;
- g) cumulative pay for tax and pension purposes;
- h) cumulative tax paid;
- i) National Insurance number;
- j) National Insurance contribution rate;
- k) other payments or deductions being made for statutory reasons;
- l) any other voluntary deductions from pay;
- m) Civil Service Pension Scheme Membership (opt-out of Civil Service Pension Scheme, alpha, Classic, Classic Plus, Premium, Defined Contribution) or, where relevant Contractor Scheme or other Contractor/Sub-Contractor pension scheme membership;
- n) for pension purposes, the notional reckonable service date;
- o) pensionable pay history for three years to date of transfer;
- p) percentage of any pay currently contributed under additional voluntary contribution arrangements; and
- q) percentage of pay currently contributed under any added years arrangements.

1.3 Medical

- a) sickness and absence records for the immediately preceding four-year period; and
- b) details of any active restoring efficiency case for health purposes.

1.4 Disciplinary

- a) details of any active restoring efficiency case for reasons of performance; and
- b) details of any active disciplinary cases where corrective action is on going.

1.5 Further information

- a) information about specific adjustments that have been made for an individual under the Disability Discrimination Act 1995 or the Equality Act 2010;
- b) short term variations to attendance hours to accommodate a domestic situation;
- c) individuals that are members of the Reserves, or staff may have been granted special leave as a School Governor; and
- d) information about any maternity or other statutory leave or other absence from work.

Part B of Appendix 2

1.6 Information to be provided 28 days prior to the Relevant Transfer Date, Previous Contractor Relevant Transfer Date or Former Authority Employees Relevant Transfer Date:

- a) employee's full name;
- b) date of Birth
- c) home address; and
- d) bank/building society account details for payroll purposes Tax Code.

PART 2 – STAFF TRANSFER ARRANGEMENTS ON EXIT

1. DEFINITIONS

1.1 In this Part 2 (*Staff Transfer Arrangements on Exit*) of Annex H (*Transfer Regulations*), save where otherwise provided, words and terms defined in Annex A (*Defined Terms*) or Part 1 (*Employee Transfer Arrangements on Entry*) of Annex H (*Transfer Regulations*) of Booklet 1 (*Conditions of Contract*) shall have the meaning ascribed to them therein.

1.2 Without prejudice to Annex A (*Defined Terms*) or Part 1 (*Employee Transfer Arrangements on Entry*) of Annex H (*Transfer Regulations*) of Booklet 1 (*Conditions of Contract*), in this Part 2 (*Staff Transfer Arrangements on Exit*) of Annex H (*Transfer Regulations*) unless the context otherwise requires:

"Authority Employees" means those employees of the Authority who transferred to the *Contractor* or an Employing Sub-Contractor under the Transfer Regulations and pursuant to this Contract on the Relevant Transfer Date;

"Employing Sub-Contractor" means any sub-contractor of the *Contractor* providing all or any part of the Services who employs or engages any person in providing the Services;

"Subsequent Relevant Transfer" means a transfer of the employment of Subsequent Transferring Employees from the *Contractor* or any Employing Sub-Contractor to a New Provider or the Authority under the Transfer Regulations;

"Subsequent Transfer Date" means the date on which the transfer of a Subsequent Transferring Employee takes place under the Transfer Regulations;

"Subsequent Transferring Employee" means an employee wholly or mainly employed or otherwise assigned to the Services (or in respect of partial termination, the relevant part of the Services) whose employment transfers under the Transfer Regulations from the *Contractor* or any Employing Sub-Contractor to a New Provider; and

"Transfer Regulations" means the Transfer of Undertakings (Protection of Provision Change (Protection of Employment) Regulations (Northern Ireland) 2006 (as amended from time to time), as appropriate.

2. EMPLOYMENT

2.1 Information on Re-tender, Partial Termination, Termination or Expiry

2.1.1 No earlier than two years preceding the termination, partial termination or expiry of this Contract or a potential Subsequent Transfer Date or at any time after the service of a notice to terminate this Contract or the provision of any of the Services (whether in whole or part) or on receipt of a written request by the Authority, the *Contractor* shall (and shall procure that any Employing Sub-Contractor shall):

- (a) supply to the Authority such information as the Authority may reasonably require in order to consider the application of the

Transfer Regulations on the termination, partial termination or expiry of this Contract;

- (b) supply to the Authority such full and accurate and up-to-date information as may be requested by the Authority including the information listed in Appendix 1 to this Part 2 (*Staff Transfer Arrangements on Exit*) of Annex H (*Transfer Regulations*) relating to the employees who are wholly or mainly employed, assigned or engaged in providing the Services or part of the Services under this Contract who may be subject to a Subsequent Relevant Transfer, separately identifying those former employees of the Authority whose employment previously transferred to the Contractor and/or Employing Sub-Contractor who are members of the Contractor's Scheme and/or Employing Sub-Contractors Scheme;
- (c) provide the information promptly and in any event not later than three months from the date when a request for such information is made and at no cost to the Authority;
- (d) acknowledge that the Authority will use the information for informing any prospective New Provider for any services which are substantially the same as the Services or part of the Services provided pursuant to this Contract; and
- (e) inform the Authority of any changes to the information provided under Paragraph 2.1.1(a) or 2.1.1(b) up to the Subsequent Transfer Date as soon as reasonably practicable.

2.1.2 Three months preceding the termination, partial termination or expiry of this Contract or on receipt of a written request from the Authority, the Contractor shall:

- (a) ensure that Employee Liability Information and such information listed in Part A of Appendix 2 to this Part 2 (*Staff Transfer Arrangements on Exit*) of Annex H (*Transfer Regulations*) relating to the Subsequent Transferring Employees is provided to the Authority and/or any New Provider;
- (b) inform the Authority and/or any New Provider of any changes to the information provided under this Paragraph 2.1.2 up to any Subsequent Transfer Date as soon as reasonably practicable; and
- (c) enable and assist the Authority and/or any New Provider or any sub-contractor of a New Provider to communicate with and meet those employees and their trade union or other employee representatives.

2.1.3 No later than 28 days prior to the Subsequent Transfer Date the Contractor shall provide the Authority and/or any New Provider with a final list of the Subsequent Transferring Employees together with the information listed in Part B of Appendix 2 to this Part 2 (*Staff Transfer Arrangements on Exit*) of Annex H (*Transfer Regulations*) relating to the Subsequent Transferring Employees. The Contractor shall inform the Authority and/or New Provider

of any changes to this list or information up to the Subsequent Transfer Date.

2.1.4 Paragraphs 2.1.1 and 2.1.2 of this Part 2 (*Staff Transfer Arrangements on Exit*) of Annex H (*Transfer Regulations*) are subject to the *Contractor's* obligations in respect of the DPA and the *Contractor* shall use its reasonable endeavours to obtain the consent of its employees (and shall procure that its Sub-Contractors use their reasonable endeavours to obtain the consent of their employees) to the extent necessary under the DPA or provide the data in an anonymous form in order to enable disclosure of the information required under Paragraphs 2.1.1 and 2.1.2. To the extent anonymous data has been provided by the *Contractor* pursuant to its obligations under Paragraph 2.1.1 or 2.1.2 above, the *Contractor* shall provide full data to the Authority no later than 28 days prior to the Subsequent Transfer Date.

2.1.5 On notification to the *Contractor* by the Authority of a New Provider or within the period of six months prior to the expiry of this Contract or after service of a notice to terminate this Contract (whether in whole or in part), whichever is earlier and in any event on receipt of a written request by the Authority, the *Contractor* shall not and shall procure that an Employing Sub-Contractor shall not:

- (a) materially amend or promise to amend the rates of remuneration or other terms and conditions of employment of any person wholly or mainly employed or engaged in providing the Services under this Contract;
- (b) replace or re-deploy from the Services any person wholly or mainly employed or engaged in providing the Services, or materially increase or decrease the number of persons performing the Services under this Contract or the working time spent on the Services (or any part thereof);
- (c) reorganise any working methods or assign to any person wholly or mainly employed or engaged in providing the Services (or any part thereof) any duties unconnected with the Services (or any part thereof) under this Contract; or
- (d) terminate or give notice to terminate the employment of any person wholly or mainly employed or engaged in providing the Services (or any part thereof) under this Contract other than in the case of serious misconduct or for poor performance,

save in the ordinary course of business and with the prior written consent of the Authority (not to be unreasonably withheld or delayed) and the *Contractor* shall indemnify and keep indemnified the Authority in respect of any reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and liabilities arising out of or in connection with any breach of Paragraphs 2.1.1, 2.1.2, 2.1.3 or 2.1.5 of this Part 2 (*Staff Transfer Arrangements on Exit*) of Annex H (*Transfer Regulations*).

- 2.1.6 The Authority may at any time prior to the period set out in Paragraph 2.1.5 of this Part 2 (*Staff Transfer Arrangements on Exit*) of Annex H (*Transfer Regulations*) request from the *Contractor* any of the information in sections 1(a) to (d) of Appendix 1 to this Part 2 (*Staff Transfer Arrangements on Exit*) of Annex H (*Transfer Regulations*) and the *Contractor* shall and shall procure any Sub-Contractor will provide the information requested within 28 days of receipt of that request.

2.2 **Obligations in Respect of Subsequent Transferring Employees**

- 2.2.1 To the extent that the Transfer Regulations apply on expiry, termination or partial termination of this Contract, the *Contractor* shall and shall procure any Employing Sub-Contractor shall and the Authority shall and shall procure that a New Provider shall in such circumstances:
- (a) before and in relation to the Subsequent Transfer Date liaise with each other and shall co-operate with each other in order to implement effectively the smooth transfer of the Subsequent Transferring Employees to the Authority and/or a New Provider; and
 - (b) comply with their respective obligations under the Transfer Regulations including their obligations to inform and consult under Regulation 13 of the Transfer Regulations.

2.3 **Unexpected Subsequent Transferring Employees**

- 2.3.1 If a claim or allegation is made by an employee or former employee of the *Contractor* or any Employing Sub-Contractor who is not named on the list of Subsequent Transferring Employees provided under Paragraph 2.1.3 (an "**Unexpected Subsequent Transferring Employee**") that he has or should have transferred to the Authority and/or New Provider by virtue of the Transfer Regulations, the Party receiving the claim or allegation shall notify the other Party (or the *Contractor* shall notify the Authority on the Sub-Contractor's behalf and the Authority shall notify the *Contractor* on the New Provider's behalf) in writing as soon as reasonably practicable and no later than 10 Working Days after receiving notification of the Unexpected Subsequent Transferring Employee's claim or allegation, whereupon:
- (a) the *Contractor* shall (or shall procure that the Employing Sub-Contractor shall), as soon as reasonably practicable, offer and/or confirm continued employment to the Unexpected Subsequent Transferring Employee or take such other steps so as to effect a written withdrawal of the claim or allegation;
 - (b) if the Unexpected Subsequent Transferring Employee's claim or allegation is not withdrawn or resolved the *Contractor* shall notify the Authority (who will notify any New Provider who is a party to such claim or allegation), and the Authority (insofar as it is permitted) and/or New Provider (as appropriate) shall employ the Unexpected Subsequent Transferring Employee or as soon as reasonably practicable, (subject to compliance with its obligations at Paragraph 2.3.1(c)(iii)), serve notice to terminate the

Unexpected Subsequent Transferring Employee's employment in accordance with his contract of employment; and

- (c) the *Contractor* shall indemnify the Authority against all reasonable costs (including reasonable legal costs) losses and expenses and all damages, compensation, fines and liabilities arising out of or in connection with any of the following liabilities incurred by the Authority or New Provider in dealing with or disposing of the Unexpected Subsequent Transferring Employee's claim or allegation:
- (i) any additional costs of employing the Unexpected Subsequent Transferring Employee up to the date of dismissal where the Unexpected Subsequent Transferring Employee has been dismissed in accordance with Paragraph 2.3.1(b);
 - (ii) any liabilities acquired by virtue of the Transfer Regulations in relation to the Unexpected Subsequent Transferring Employee;
 - (iii) any liabilities relating to the termination of the Unexpected Subsequent Transferring Employee's employment but excluding such proportion or amount of any liability for unfair dismissal, breach of contract or discrimination attributable:
 - (A) to a failure by the Authority or a New Provider to act reasonably to mitigate the costs of dismissing such person);
 - (B) directly or indirectly to the procedure followed by the Authority or a New Provider in dismissing the Unexpected Transferee; or
 - (C) to the acts/omissions of the Authority or a New Provider not wholly connected to the dismissal of that person;
 - (iv) any liabilities incurred under a settlement of the Unexpected Subsequent Transferring Employee's claim which was reached with the express permission of the *Contractor* (not to be unreasonably withheld or delayed);
 - (v) reasonable administrative costs incurred by the Authority or New Provider in dealing with the Unexpected Subsequent Transferring Employee's claim or allegation, subject to a cap per Unexpected Subsequent Transferring Employee of £5,000; and
 - (vi) legal and other professional costs reasonably incurred.

2.3.2 The Authority shall be deemed to have waived its right to an indemnity under Paragraph 2.3.1(c) if it fails without reasonable cause to take, or fails

to procure any New Provider takes, any action in accordance with any of the timescales referred to in this Paragraph 2.3.

2.4 **Indemnities on Subsequent transfer under the Transfer Regulations on Partial Termination, Termination or Expiry of this Contract**

2.4.1 If on the expiry, termination or partial termination of this Contract there is a Subsequent Relevant Transfer, the *Contractor* shall indemnify the Authority and any New Provider against all reasonable costs (including reasonable legal costs) losses and expenses and all damages, compensation, fines and liabilities arising out of or in connection with any claim by any employee or trade union representative or employee representative arising whether before or after the Subsequent Transfer Date out of any failure by the *Contractor* or any Sub-Contractor to comply with their obligations under Regulation 13 of the Transfer Regulations in relation to any Subsequent Transferring Employee or any other employee of the *Contractor* or any Sub-Contractor affected by the Subsequent Relevant Transfer (as defined by Regulation 13 of the Transfer Regulations), save to the extent that all reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and liabilities are a result of the act or omission of the Authority or the New Provider.

2.4.2 If there is a Subsequent Relevant Transfer, the Authority shall indemnify the *Contractor* against all reasonable costs (including reasonable legal costs) losses and expenses and all damages, compensation, fines and liabilities arising out of, or in connection with:

(a) any claim or claims by a Subsequent Transferring Employee at any time on or after the Subsequent Transfer Date which arise as a result of an act or omission of the Authority or a New Provider or a sub-contractor of a New Provider during the period from and including the Subsequent Transfer Date; and

(b) subject to Paragraph 2.4.1 any claim by any employee or trade union representative or employee representative arising whether before or after the Subsequent Transfer Date out of any failure by the Authority or a New Provider or a sub-contractor of a New Provider to comply with their obligations under Regulation 13 of the Transfer Regulations in relation to any Subsequent Transferring Employee or any other employee engaged wholly or mainly in connection with the Services by the New Provider or any other employee of the Authority or any New Provider affected by the Subsequent Relevant Transfer effected by this Contract (as defined by Regulation 13 of the Transfer Regulations),

save to the extent that all reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and liabilities are a result of the act or omission of the *Contractor* or any Employing Sub-Contractor.

2.4.3 In the event of a Subsequent Relevant Transfer, the Authority shall indemnify the *Contractor* in respect of all reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and other liabilities arising out of or in connection with

or as a result of a substantial change by the Authority or a New Provider or any sub-contractor of a New Provider on or after the Subsequent Transfer Date to the working conditions of any Subsequent Transferring Employee to the material detriment of any such Subsequent Transferring Employee. For the purposes of this Paragraph 2.4.3, the expressions "substantial change" and "material detriment" shall have the meanings as are ascribed to them for the purposes of Regulation 4(9) of the Transfer Regulations.

2.5 **Redundancy Liability on Partial Termination, Termination or Expiry**

2.5.1 On expiry, partial termination or termination of this Contract, any redundancy costs shall be the responsibility of the *Contractor*.

2.6 **Contracts (Rights of Third Parties) Act 1999**

2.6.1 A New Provider may enforce the terms of Paragraph 2.3 and 2.4 against the *Contractor* in accordance with the Contracts (Rights of Third Parties) Act 1999.

2.6.2 The consent of a New Provider (save where the New Provider is the Authority) is not required to rescind, vary or terminate this Contract.

2.6.3 Nothing in this Paragraph 2.6 shall affect the accrued rights of the New Provider prior to the rescission, variation, expiry or termination of this Contract.

2.7 **General**

2.7.1 The *Contractor* shall not recover any Costs and/or other losses under this Annex H (*Transfer Regulations*) where such Costs and/or losses are recoverable by the *Contractor* elsewhere in this Contract and/or are recoverable under the Transfer Regulations or otherwise.

Appendix 1

Contractor Personnel-Related Information to be Released upon Re-Tendering where the Transfer Regulations apply

1. Pursuant to Paragraph 2.1.1(b) of this Part 2 (*Staff Transfer Arrangements on Exit*) of Annex H (*Transfer Regulations*) the following information will be provided:
 - a) the total number of individual employees (including any employees of Sub-Contractors) that are currently engaged, assigned or employed in providing the Services and who may therefore be transferred. Alternatively the *Contractor* should provide information why any of their employees or those of their Sub-Contractors will not transfer;
 - b) the total number of posts or proportion of posts expressed as a full-time equivalent value that currently undertakes the work that is to transfer;
 - c) the preceding 12 months total pay costs – (Pay, benefits employee/employer ERNIC and Overtime); and
 - d) total redundancy liability including any enhanced contractual payments.

2. In respect of those employees included in the total at 1(a), the following information:
 - a) age (not date of birth);
 - b) employment Status (i.e. fixed term, casual, permanent);
 - c) length of current period of continuous employment (in years, months) and notice entitlement;
 - d) weekly conditioned hours of attendance (gross);
 - e) standard annual holiday entitlement (not "in year" holiday entitlement that may contain carry over or deficit from previous leave years);
 - f) Pension Scheme Membership (including for Former Authority Employees or other former Civil Servants who are in active membership of any of the Schemes (as defined in the Admission Agreement) under an Admission Agreement, or are Eligible Employees (as defined in the Admission Agreement));
 - g) pension and redundancy liability information;
 - h) annual salary;
 - i) details of any regular overtime commitments (these may be weekly, monthly or annual commitments for which staff may receive an overtime payment);
 - j) details of attendance patterns that attract enhanced rates of pay or allowances;
 - k) regular/recurring allowances; and
 - l) outstanding financial claims arising from employment (i.e. season ticket loans, transfer grants).

3. The information to be provided under this Appendix 1 should not identify an individual employee by name or other unique personal identifier unless such information is being provided 28 days prior to the Subsequent Transfer Date.

4. The *Contractor* will provide (and will procure that the Sub-Contractors provide) the Authority/tenderers with access to the *Contractor's* and Sub-Contractor's general employment terms and conditions applicable to those employees identified at paragraph 1(a) of this Appendix 1.

Appendix 2

Personnel Information to be Released Pursuant to this Contract

Part A of Appendix 2

1. Pursuant to Paragraph 2.1.2 of this Part 2 (*Staff Transfer Arrangements on Exit*) of Annex H (*Transfer Regulations*), the written statement of employment particulars as required by section 1 of the Employment Rights Act 1996 together with the following information (save where that information is included within that statement) which will be provided to the extent it is not included within the written statement of employment particulars:
 - 1.1 Personal, employment and career
 - a) age;
 - b) security vetting clearance;
 - c) job title;
 - d) work location;
 - e) conditioned hours of work;
 - f) employment status;
 - g) details of training and operating licensing required for Statutory and Health and Safety reasons;
 - h) details of training or sponsorship commitments;
 - i) standard annual leave entitlement and current leave year entitlement and record;
 - j) annual leave reckonable service date;
 - k) details of disciplinary or grievance proceedings taken by or against transferring employees in the last two years;
 - l) information of any legal proceedings between employees and their employer within the previous two years or such proceedings that the transferor has reasonable grounds to believe that an employee may bring against the transferee arising out of their employment with the transferor;
 - m) issue of uniform/protective clothing;
 - n) Working Time Directive opt-out forms; and
 - o) date from which the latest period of continuous employment began.
 - 1.2 Superannuation and pay
 - a) maternity leave or other long-term leave of absence (meaning more than 4 weeks) planned or taken during the last two years;
 - b) annual salary and rates of pay band/grade;
 - c) shifts, unsociable hours or other premium rates of pay;

- d) overtime history for the preceding twelve-month period;
- e) allowances and bonuses for the preceding twelve-month period;
- f) details of outstanding loan, advances on salary or debts;
- g) cumulative pay for tax and pension purposes;
- h) cumulative tax paid;
- i) National Insurance number;
- j) National Insurance contribution rate;
- k) other payments or deductions being made for statutory reasons;
- l) any other voluntary deductions from pay;
- m) Civil Service Pension Scheme Membership (opt-out of Civil Service Pension Scheme, alpha, Classic, Classic Plus, Premium, Defined Contribution) or, where relevant Contractor Scheme or other *Contractor/Sub-Contractor* pension scheme membership;
- n) for pension purposes, the notional reckonable service date;
- o) pensionable pay history for three years to date of transfer;
- p) percentage of any pay currently contributed under additional voluntary contribution arrangements; and
- q) percentage of pay currently contributed under any added years arrangements.

1.3 Medical

- a) sickness and absence records for the immediately preceding four-year period; and
- b) details of any active restoring efficiency case for health purposes.

1.4 Disciplinary

- a) details of any active restoring efficiency case for reasons of performance; and
- b) details of any active disciplinary cases where corrective action is on going.

1.5 Further information

- a) information about specific adjustments that have been made for an individual under the Disability Discrimination Act 1995 or the Equality Act 2010;
- b) short term variations to attendance hours to accommodate a domestic situation;
- c) individuals that are members of the Reserves, or staff that may have been granted special leave as a School Governor; and
- d) information about any maternity or other statutory leave or other absence from work.

Part B of Appendix 2

- 1.6 Information to be provided 28 days prior to the Subsequent Transfer Date:
- a) employee's full name;
 - b) date of birth
 - c) home address; and
 - d) bank/building society account details for payroll purposes Tax Code.

Annex I

Pension Matters

1 Definitions

1.1 In this Annex I (*Pension Matters*), save where otherwise provided, words and terms defined in Annex A (*Defined Terms*) or Annex H (*Transfer Regulations*) to Booklet 1 (*Conditions of Contract*) shall have the meaning ascribed to them in Annex A (*Defined Terms*) or Annex H (*Transfer Regulations*) (as appropriate) to Booklet 1 (*Conditions of Contract*).

1.2 Without prejudice to Annex A (*Defined Terms*) or Annex H (*Transfer Regulations*) of Booklet 1 (*Conditions of Contract*), in this Annex I (*Pension Matters*) unless the context otherwise requires:

“Active Member” means an individual who has been admitted to and remains in active membership of any of the Schemes;

“Admission Agreement” means in relation to the *Contractor* or a Sub-Contractor an agreement made (or to be made) between (1) The Minister for the Cabinet Office (2) the *Contractor* or the Sub-Contractor, as the case may be, and (3) the Authority relating to the participation of the *Contractor* or the Sub-Contractor, as applicable, in the Schemes for the benefit of those of the Former Authority Employees who are for the time being employed by the *Contractor* or the Sub-Contractor, as applicable, and which is in the form set out in Appendix 1 to this Annex I (*Pension Matters*);

“alpha” means the public service pension scheme for civil servants established under the Public Services Pensions Act 2013 introduced with effect on and from 1 April 2015 (and includes, unless the context otherwise requires, any successor scheme);

“Contractor Default” means the breach of any term of the Admission Agreement to which the *Contractor* or, as applicable, the Sub-Contractor is a party and, if the breach is capable of remedy, the *Contractor* or, as applicable, the Sub-Contractor does not remedy the breach within 10 Working Days from being notified of the breach by the Schemes, The Minister for the Cabinet Office or the Authority;

“Employer Contributions” means the sums which are payable to the Pension Schemes in accordance with clauses 7.1.5, 7.1.7 and 7.2 of the Admission Agreement in respect of the Former Authority Employees, whether by the *Contractor*, Sub-Contractor or Sub-sub-contractor;

“Former Authority Employee” means at any time any person whose employment with the Authority is transferred to the *Contractor* or a Sub-Contractor pursuant to the Transfer Regulations and/or any person who is a former employee of the Authority and whose employment with a Previous Contractor is transferred to the *Contractor* or a Sub-Contractor pursuant to the Transfer Regulations and who is for the time being employed by the *Contractor* or a Sub-Contractor provided that since such person was employed by the Authority (a) he has not ceased to be eligible for membership of the Schemes; and (b) any change in his employer has been effected pursuant to the Transfer Regulations;

"New Fair Deal" means the revised Fair Deal policy set out in HM Treasury's guidance "Fair Deal for staff pensions: staff transfers from central government" issued in October 2013;

"PCSPS" means the Principal Civil Service Pension Scheme established under The Superannuation Act 1972;

"Pension Schemes" means alpha and/or the PCSPS whichever is or are relevant in the context (and includes, unless the context otherwise requires, the respective managers from time to time of such scheme or schemes);

"Previous Contractor" means:

- (a) Sodexo Defence Ltd;
- (b) Serco Ltd;
- (c) Babcock International Group;
- (d) ISS Mediclean (trading as ISS Defence);

"Relevant Benefits" means any benefit payable on retirement, on death, on reaching a particular age, on the onset of serious ill-health or incapacity or in similar circumstances (including the provision of medical, dental or similar benefits);

"Relevant Transfer Date" means the date on which a transfer to the *Contractor* or a Sub-Contractor is effected pursuant to this Contract and the Transfer Regulations;

"Schemes" means the PCSPS, the Partnership Pension Account and its (i) Ill-health Benefits Scheme and (ii) Death Benefits Scheme, the Civil Service Additional Voluntary Contribution Scheme, and alpha each as amended or replaced from time to time, or such one of them as is or are relevant in context. Any reference to the Schemes includes, unless the context otherwise requires, a reference to the respective managers from time to time of the Schemes; and

"Transfer Regulations" means the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended from time to time. and/or the Service Provision Change (Protection of Employment) Regulations (Northern Ireland) 2006 (as amended from time to time), as appropriate .

2 Pensions

2.1 The *Contractor* shall:

2.1.1 comply with the Admission Agreement to which it is a party and shall not terminate the Admission Agreement while the *Contractor* is providing any of the Services;

2.1.2 ensure that on each occasion (including, but without limitation, on the termination of a contract between the *Contractor* and a Sub-Contractor) any Former Authority Employee becomes an employee of the *Contractor*

pursuant to the Transfer Regulations (and the date upon which he becomes such an employee is called the “**Employment Date**”) the Former Authority Employee if not already an Active Member of the Pension Schemes becomes such an Active Member with effect as on and from the Employment Date provided that this is permitted under the terms of the Pension Schemes and the Admission Agreement as applicable; and

2.1.3 ensure that in relation to each Former Authority Employee who immediately prior to the Employment Date is an Active Member or who becomes an Active Member with effect from that date and for so long as the Former Authority Employee is employed by the *Contractor* and is assigned to or otherwise engaged at least to the minimum extent specified in the Admission Agreement in the provision of the Services or any of them:

(a) it is an express term of the contract of employment of the Former Authority Employee with the *Contractor* that the *Contractor* shall ensure that (subject to the terms from time to time of the Schemes and the Admission Agreement) the Former Authority Employee may be and may continue to be an Active Member; and

(b) each such Former Authority Employee is able to be and remain such an Active Member;

2.1.4 the *Contractor* agrees that:

(a) the Employer Contributions shall be priced on a pass-through basis in accordance with Clause 57 of Booklet 1 (*Conditions of Contract*); and

(b) if it is in arrears in respect of any contributions due to the Schemes in respect of any Former Authority Employee, agree (which agreement the *Contractor* hereby irrevocably gives) that the Authority may deduct an amount equal to that which is overdue from any monies due to the *Contractor* and pay that amount to the relevant Scheme.

2.2 The *Contractor* shall ensure that no Sub-Contractor by whom any of the Former Authority Employees become employed pursuant to the Transfer Regulations is appointed unless the contract under which the Sub-Contractor is to provide any of the Services (for the purposes of this Paragraph 2.2 the “**Contract**”) contains terms which provide for the following:

2.2.1 a condition precedent (which may not be waived) to such contract becoming effective is that there is in force an Admission Agreement between (1) The Minister for the Cabinet Office (2) the Sub-Contractor, and (3) the Authority;

2.2.2 the Sub-Contractor must at all material times comply with the Admission Agreement and will not terminate the Admission Agreement while the Sub-Contractor is providing any of the Services;

2.2.3 a breach of the Admission Agreement which is not capable of remedy or

which if it is capable of remedy is not remedied within 10 Working Days of the Sub-Contractor being given notice of such breach by the Schemes, the Minister for the Cabinet Office (in respect of the Admission Agreement) or the Authority is an event of default by the Sub-Contractor enabling the other party to the Contract to terminate the Contract or the *Contractor* to terminate the Sub-Contract (which the *Contractor* undertakes to the authority to do if directed to do so by the Authority) immediately on the giving of notice and no notice to waive the event of default or which states that termination is not immediate and reserves a future right to terminate may be given without the consent in writing of the Authority;

- 2.2.4 on each occasion (including, but without limitation, the termination of any contract pursuant to which the Sub-Contractor sub-subcontracts the provisions of any of the Services) any Former Authority Employee becomes an employee of the Sub-Contractor pursuant to the Transfer Regulations the Former Authority Employee shall if he is not already an Active Member of the Pension Schemes become such an Active Member with effect as on and from the date upon which he becomes such an employee provided that this is permitted under the terms of the Pension Schemes and the Admission Agreement;
 - 2.2.5 on each such occasion the Sub-Contractor must make it a term of the contract of employment of each Former Authority Employee employed by the Sub-Contractor that the Sub-Contractor must ensure that the Former Authority Employee may be an Active Member at all times he is assigned to or otherwise engaged at least to the minimum extent specified in the Admission Agreement in the provision of any of the Services (subject to the terms of the Schemes from time to time and the Admission Agreement);
 - 2.2.6 any contract pursuant to which the Sub-Contractor sub-contracts to another person (the “**Sub-sub-contractor**”) and which results in any Former Authority Employer becoming an employee of the Sub-sub-contractor pursuant to the Transfer Regulations must contain the same terms as must be included in the Sub-Contractor’s contract in accordance with this Paragraph 2.2 and such contract shall not take effect unless and until there is in force an Admission Agreement to which the Sub-sub-contractor is a party; and
 - 2.2.7 the Sub-Contractor must use its best endeavours to enforce the terms of his contract with the Sub-sub-contractor which must be included in that contract in accordance with this Paragraph 2.2.
- 2.3 The *Contractor* shall indemnify the Authority and at all times keep the Authority indemnified in respect of any Claim in connection with any failure or alleged failure by the *Contractor*, the Sub-Contractor or Sub-sub-contractor as the case may be, to comply with the Schemes or the Admission Agreement to which the *Contractor*, the Sub-Contractor or the Sub-sub-contractor as the case may be, is a party or to comply with (in the case of the *Contractor*) the provisions of this Paragraph 2 or (in the case of a Sub-Contractor or Sub-sub-contractor) the provisions to be included in the Contract pursuant to Paragraph 2.2.
- 2.4 If the Sub-Contractor or Sub-sub-contractor fails to pay by the due date any amount payable to any of the Schemes the Authority may deduct an amount equal to that which has not been paid from any money otherwise payable by the Authority to the

Contractor and pay that amount to the Schemes.

2.5 Save with the approval of the Authority the *Contractor* shall not and shall procure any Sub-Contractor and/or Sub-sub contractor as applicable shall not on or after the earliest of:

2.5.1 the date which is eighteen (18) months before the expiry of this Contract;

2.5.2 the Authority giving the *Contractor* a notice to terminate this Contract;

2.5.3 on notification to the *Contractor* by the Authority of a replacement contractor; and

2.5.4 on receipt by the *Contractor* of a written request by the Authority,

allow (other than as required by law or an amendment to the Schemes) the grant or variation of any new or existing Relevant Benefits for or in respect of any employee of the *Contractor* to be made, announced or proposed.

2.6 The *Contractor* shall not and shall procure that the Sub-Contractor and/or Sub-sub contractor shall not issue any announcements to Former Authority Employees prior to the Relevant Transfer Date concerning the matters in this Paragraph 2 without the consent in writing of the Authority (such consent not to be unreasonably withheld or delayed) and the Authority shall not issue any such announcement without the consent of the *Contractor* (such consent not to be unreasonably withheld or delayed).

2.7 The *Contractor* shall procure, and shall ensure that any Sub-Contractor or Sub-sub-contractor shall procure, that any information to be provided to the Authority pursuant to the Admission Agreement is sent to:

Senior Commercial Officer
Defence Infrastructure Organisation
HQ Army, Delancy Building
Ground Floor (IDL 448)
Marlborough Lines, Monxton Road
Andover, SP11 8HJ.

2.8 The *Contractor* shall not recover any costs and/or other payments in relation to New Fair Deal where such costs and/or payments are recoverable or have already been recovered by the *Contractor* elsewhere in this Contract or otherwise. If the *Contractor* does recover costs and/or other payments as set out in this Paragraph 2.8 the Authority may deduct an amount equal to the amount of such costs and/or other payments from any money otherwise payable by the Authority to the *Contractor*.

2.9 The *Contractor* shall provide and shall procure each Sub-Contractor or Sub-sub-contractor as appropriate provides all such co-operation and assistance as the Schemes and a Replacement contractor or sub-contractor of a replacement contractor and/or the Authority may reasonably require to enable the replacement contractor or sub-contractor of a replacement contractor to participate in the Schemes in respect of any Former Authority Employee and to give effect to any transfer of accrued rights required as part of the participation under New Fair Deal.

2.10 The *Contractor* undertakes to the Authority to indemnify and keep indemnified the Authority on demand against any liability out of or attributable to or in any way

connected with the transmission of information supplied to it by the *Contractor*, Sub-Contractor or Sub-sub-contractor as in connection with a re-tendering or proposed re-tendering of all or any of the Services.

Appendix 1

Admission Agreement

The Admission Agreement in the form set out at the webpage below together with the associated guidance notes:

<http://www.civilservicepensionscheme.org.uk/employers/applying-to-join-civil-service-pensions/new-fair-deal/>

Annex K

Performance Management Regime

1 Key Performance Indicators

1.1 The *Contractor's* performance in Providing the Service shall be measured on the basis of the following key performance indicators:

- 1.1.1 delivery of each element of the *Service* ("**Service Delivery KPI**");
- 1.1.2 delivery of the *Service* to the timescales required under this Contract ("**Timeliness KPI**");
- 1.1.3 achievement of targets specified in this Contract ("**Targets KPI**"); and
- 1.1.4 delivery of the *Service* to the standards specified in this Contract ("**Service Quality KPI**"),

(the "**Key Performance Indicators**" or "**KPIs**").

1.2 The following categories of the *Service* (the "**Service Lines**") will be measured to indicate the *Contractor's* performance in Providing the Service:

- 1.2.1 the provision of initial and updated Plans and/or Reports relating to a specific Establishment ("**Establishment Plans/Reports**") to the relevant CSO and the *Employer* in accordance with the terms of this Contract (the "**Establishment Plans and Reports Service Line**");
- 1.2.2 the provision of initial and updated Plans and/or Reports which do not relate to a specific Establishment ("**Regional Plans/Reports**") to the relevant CSO and the *Employer* in accordance with the terms of this Contract (the "**Regional Plans and Reports Service Line**");
- 1.2.3 the provision of sufficient and suitably qualified Personnel to deliver and manage the *Service* in accordance with the terms of this Contract (the "**Staffing Service Line**");
- 1.2.4 the provision of the Catering Services in accordance with the terms of this Contract (the "**Catering Services Line**");
- 1.2.5 the provision of the Retail Services in accordance with the terms of this Contract (the "**Retail Services Line**");
- 1.2.6 the provision of the Mess and Hotel Services in accordance with the terms of this Contract (the "**Mess and Hotel Services Line**");

- 1.2.7 the provision of the Cleaning Services in accordance with the terms of this Contract (the “**Cleaning Services Line**”);
- 1.2.8 the provision of the Associated Services in accordance with the terms of this Contract (the “**Associated Services Line**”);
- 1.2.9 the provision of the Waste Management Services in accordance with the terms of this Contract (the “**Waste Management Services Line**”);
- 1.2.10 the provision of the FM Services in accordance with the terms of this Contract (the “**FM Services Line**”); and
- 1.2.11 the provision of the Stores and Armouries Services in accordance with the terms of this Contract (the “**Stores and Armouries Services Line**”).
- 1.3 The following table sets out which Key Performance Indicators will be applied to each of the Service Lines:

Service Line	Key Performance Indicators applicable			
	Service Delivery KPI	Timeliness KPI	Targets KPI	Service Quality KPI
Establishment Plans and Reports Service Line	X			X
Regional Plans and Reports Service Line	X			X
Staffing Service Line	X	X		
Catering Services Line	X	X		X
Retail Services Line	X	X		X
Mess and Hotel Services Line	X	X		X
Cleaning Services Line	X	X	X	X
Associated Services Line	X	X		X
Waste Management Services Line	X		X	X
FM Services Line		X		X
Stores and Armouries Services Line		X		X

1.4 Attached to this Annex K at:

1.4.1 Appendix 1 (*KPI Illustration Chart*) is a chart illustrating the application of the KPIs to each Service Line and the applicable remedies;

1.4.2 Appendix 2 (*Worked Example of Service Satisfaction Failure*) is a worked example of the application of remedies for a Service Satisfaction Failure (as defined in Annex A (*Defined Terms*) to Booklet 1 (*Conditions of Contract*); and

1.4.3 Appendix 3 (*Worked Example of Service Defect*) is a worked example of the application of remedies for a Service Defect (as defined below),

(together the “**Worked Examples**”). The Worked Examples are not legally binding and are for illustrative purposes only and, in the event of any conflict with the provisions of this Annex K, the provisions of this Annex K shall prevail.

2 Monitoring and Reporting

2.1 The *Contractor* shall monitor its performance of the *Service* and shall report its performance against the Key Performance Indicators at each Establishment to the *Employer* by submitting a draft Establishment Performance Report for each Establishment to the *Employer* no later than 5 Working Days prior to the date of the Establishment Service Delivery Meeting for the relevant Establishment in each Payment Period.

2.2 The draft Establishment Performance Report to be submitted pursuant to Paragraph 2.1 shall reflect any End User feedback and any instances of failure to provide the *service* to the standard required by the Key Performance Indicators which are recorded on the Management Information System or which are reported to the *Contractor* by the Contract Supervising Officer (for the purposes of this Paragraph 2, “**Feedback**”) which relates to the relevant Payment Period.

2.3 At each Establishment Service Delivery Meeting:

2.3.1 the *Employer* shall advise the *Contractor* of any additional Feedback received which has not been included in the draft Establishment Performance Report and/or which indicates that the content of the draft Establishment Performance Report may be inaccurate;

2.3.2 the *Employer* and the *Contractor* shall consider and discuss the content of the draft Establishment Performance Report and any additional Feedback;

2.3.3 the *Contractor* shall update the draft Establishment Performance Report to reflect any additional Feedback; and

2.3.4 the *Employer* and the *Contractor* shall agree any amendments to be made to the draft Establishment Performance Report.

The *Employer* shall confirm its approval of the draft Establishment Performance Report by signing it and the *Contractor* shall then issue it as the Establishment Performance Report.

2.4 The *Contractor* shall consolidate:

2.4.1 the Establishment Performance Reports from each Establishment; and

2.4.2 an account of its performance in providing any Regional Plans and Reports which were due in the relevant Payment Period, which shall reflect any instances of failure to provide the *service* to the standard required by the Key Performance Indicators which are recorded on the Management Information System or which are reported to the *Contractor* by the *Employer*,

into a single Regional Performance Report and, without prejudice to Paragraph 2.5, shall submit such Regional Performance Report to the *Employer* no later than 5 Working Days prior to the date of the Regional Performance Review Meeting.

2.5 Where the *Contractor* is obliged to submit a six monthly Regional Performance Report to the *Employer* 10 Working Days prior to the Regional Performance Review Meeting, the *Contractor* shall include the consolidated Establishment Performance Reports and the information set out in Paragraph 2.4.2 in such report.

2.6 The Regional Performance Report shall be used by the *Employer* to determine, in accordance with this Annex K, the remedies which apply to the relevant Payment Period and any such remedies shall be included in the *Service Manager's* assessment at the Regional Performance Review Meeting in accordance with Clause 50.4 (*Assessing the Amount Due*) of Booklet 1 (*Conditions of Contract*).

2.7 Notwithstanding the submission of the Regional Performance Report, the *Contractor* shall provide the individual Establishment Performance Reports to the *Service Manager* promptly on request, for consideration in conjunction with the Regional Performance Report at the Regional Performance Review Meeting.

2.8 If the *Contractor* disagrees with the remedies applied pursuant to Paragraph 2.6, the dispute resolution procedure in Clause 95 (*Dispute Resolution*) of Booklet 1 (*Conditions of Contract*) shall apply.

3 Service Defects

3.1 Where the *Contractor* fails to achieve the Service Delivery KPI for a Service Line in the manner set out in this Paragraph 3 (*Service Defect*) for such Service Line (a "**Service Defect**"), the remedies set out in this Paragraph 3 (*Service Defect*) in relation to such Service Line shall apply.

Establishment Plans and Reports

3.2 A Service Defect will occur in relation to the Establishment Plans and Reports Service Line where the *Contractor* has failed to provide an Establishment Plan/Report to the *Employer* by:

3.2.1 the date on which it was due in accordance with this Contract; or

3.2.2 where the *Employer* has informed the *Contractor* of a new due date for such Establishment Plan/Report pursuant to Paragraph 3.3, such new due date.

3.3 Where a Service Defect occurs pursuant to Paragraph 3.2, the *Employer* shall notify the *Contractor* of the new due date for provision of the relevant Establishment Plan/Report, which shall be at least 10 Working Days after the date on which it is notified to the *Contractor*.

3.4 For each Service Defect which occurs in relation to the Establishment Plans and Reports Service Line, the *Employer* shall be entitled to payment of an amount equal to the sum of the following calculation:

$$\text{Service Defect} = \frac{MSPP}{1200} + \left(1.5 \left(3x \frac{MSPP}{220} \times P \right) \right) + C$$

Where:

C = any actual costs which the *Employer* and/or any End User has incurred as a result of the Service Defect;

MSPP = the Management Service Provision Payment for the relevant Contract Year; and

P = (the price within the Contract Price attributable to the relevant Establishment divided by the Contract Price) for the relevant Contract Year, in each case excluding the MSPP.

Regional Plans and Reports

3.5 A Service Defect will occur in relation to the Regional Plans and Reports Service Line where the *Contractor* has failed to provide a Regional Plan/Report to the *Employer* by:

3.5.1 the date on which it was due in accordance with this Contract; or

3.5.2 where the *Employer* has informed the *Contractor* of a new due date for such Regional Plan/Report pursuant to Paragraph 3.6, such new due date.

3.6 Where a Service Defect occurs pursuant to Paragraph 3.5, the *Employer* shall notify the *Contractor* of the new due date for provision of the relevant Regional

Plan/Report, which shall be at least 10 Working Days after the date on which it is notified to the *Contractor*.

- 3.7 For each Service Defect which occurs in relation to the Regional Plans/Reports Service Line, the *Employer* shall be entitled to payment of an amount equal to the sum of the following calculation:

$$\text{Service Defect} = \frac{MSPP}{1200} + \left(1.5 \left(3x \frac{MSPP}{220} \right) \right) + C$$

Where:

C = any actual costs which the *Employer* and/or any End User has incurred as a result of the Service Defect; and

MSPP = the Management Service Provision Payment for the relevant Contract Year.

Staffing

- 3.8 A Service Defect will occur in relation to the Staffing Service Line each time the *Contractor* fails to provide Personnel when it is required to do so under the terms of this Contract in order to Provide the Service, to the extent that such failure has not resulted in the recording of a Service Defect under another Service Line.

- 3.9 For each Service Defect which occurs in relation to the Staffing Service Line, the *Employer* shall be entitled to payment of an amount equal to the sum of the following calculation:

$$\text{Service Defect} = (CR \times H) + \left(1.5 \left(\frac{MSPP}{220} \times P \right) \right) + C$$

Where:

C = any actual costs which the *Employer* and/or any End User has incurred as a result of the Service Defect;

CR = the capitation rate for the manual provision of the relevant service;

H = the number of hours the Personnel which the *Contractor* failed to provide should have been available on the day of such failure;

MSPP = the Management Service Provision Payment for the relevant Contract Year; and

P = (the price within the Contract Price attributable to the relevant Establishment divided by the Contract Price) for the relevant Contract Year, in each case excluding the MSPP.

Catering Services

- 3.10 Subject to Paragraph 3.11, a Service Defect will occur in relation to the Catering Services Line each time the *Contractor* fails to provide:
- 3.10.1 a Catered Mess Meal at the times required under this Contract;
 - 3.10.2 a duty meal or dispersed feeding requirement at the time required by the relevant booking made in accordance with the terms of this Contract;
 - 3.10.3 a Short Term Catering Requirement at the time required by the relevant booking made in accordance with the terms of this Contract; or
 - 3.10.4 a catering offering at a Function for which a booking has been made in accordance with the terms of this Contract.
- 3.11 The *Employer* shall be entitled to record no more than one Service Defect each day:
- 3.11.1 in relation to Paragraph 3.10.1, per Catered Mess Meal per Mess or Airside Feeder; and
 - 3.11.2 in relation to each of Paragraphs 3.10.2 to 3.10.4, per Establishment.
- 3.12 For each Service Defect which occurs in relation to the Catering Services Line, the *Employer* shall be entitled to payment of an amount equal to the sum of the following calculation:

$$\text{Service Defect} = \frac{CPP}{1200} + \left(1.5 \left(\frac{MSPP}{220} \times P \right) \right) + C$$

Where:

C = any actual costs which the *Employer* and/or any End User has incurred as a result of the Service Defect;

CPP = the Catering Provision Payment for the relevant Establishment for the relevant Contract Year;

MSPP = the Management Service Provision Payment for the relevant Contract Year; and

P = (the price within the Contract Price attributable to the relevant Establishment divided by the Contract Price) for the relevant Contract Year, in each case excluding the MSPP.

Retail Services

- 3.13 Subject to Paragraph 3.14, a Service Defect will occur in relation to the Retail Services Line each time the *Contractor* fails to provide a Retail Unit identified in a Retail Business Plan.
- 3.14 The *Employer* shall be entitled to record no more than one Service Defect per Retail Unit per day.
- 3.15 For each Service Defect which occurs in relation to the Retail Services Line, the *Employer* shall be entitled to payment of an amount equal to the sum of the following calculation:

$$\text{Service Defect} = \frac{RNPP}{1200} + \left(1.5 \left(\frac{MSPP}{220} \times P \right) \right) + C$$

Where:

C = any actual costs which the *Employer* and/or any End User has incurred as a result of the Service Defect;

MSPP = the Management Service Provision Payment for the relevant Contract Year;

P = (the price within the Contract Price attributable to the relevant Establishment divided by the Contract Price) for the relevant Contract Year, in each case excluding the MSPP; and

RNPP = the Retail Need Provision Payment for the relevant Establishment for the relevant Contract Year.

Mess and Hotel Services

- 3.16 Subject to Paragraph 3.17, a Service Defect will occur in relation to the Mess and Hotel Services Line each time the *Contractor* fails to provide part of the Mess and Hotel Service.
- 3.17 The *Employer* shall be entitled to record no more than one Service Defect:
- 3.17.1 per Payment Period in relation to the provision and processing of Mess bills for the relevant month;
 - 3.17.2 per day per Establishment in relation to SLA room booking services; and
 - 3.17.3 per day per Mess in relation to either:
 - (i) the Mess management service as a whole; or
 - (ii) where no Service Defect is recorded pursuant to Paragraph 3.17.3(i), each of:
 - (A) Mess bar services; and

(B) each of the services set out in Annex E (*Mess Services*) to Booklet 3 (*Service Information*).

3.18 For each Service Defect of the type set out in Paragraphs 3.17.1, 3.17.2 or 3.17.3(i) which occurs in relation to the Mess and Hotel Services Line, the *Employer* shall be entitled to payment of an amount equal to the sum of the following calculation:

$$\text{Service Defect} = \frac{MHSP}{1200} + \left(1.5 \left(\frac{MSPP}{220} \times P \right) \right) + C$$

Where:

C = any actual costs which the *Employer* and/or any End User has incurred as a result of the Service Defect;

MSPP = the Management Service Provision Payment for the relevant Contract Year;

MHSP = the Mess and Hotel Services Provision Payment for the relevant Establishment for the relevant Contract Year; and

P = (the price within the Contract Price attributable to the relevant Establishment divided by the Contract Price) for the relevant Contract Year, in each case excluding the MSPP.

3.19 For each Service Defect of the type set out in Paragraph 3.17.3(ii) which occurs in relation to the Mess and Hotel Services Line, the *Employer* shall be entitled to payment of an amount equal to the sum of the following calculation:

$$\text{Service Defect} = (CR \times H) + \left(1.5 \left(\frac{MSPP}{220} \times P \right) \right) + C$$

Where:

C = any actual costs which the *Employer* and/or any End User has incurred as a result of the Service Defect;

CR = the capitation rate for the manual provision of the relevant Mess management service;

H = the number of hours the Mess management service which the *Contractor* failed to provide should have been available on the day of such failure;

MSPP = the Management Service Provision Payment for the relevant Contract Year; and

P = (the price within the Contract Price attributable to the relevant Establishment divided by the Contract Price) for the relevant Contract Year, in each case excluding the MSPP.

Cleaning Services

3.20 Subject to Paragraph 3.21, a Service Defect will occur in relation to the Cleaning Services Line each time the *Contractor* fails to provide:

3.20.1 any Cleaning Services at an Establishment (excluding Domestic Assistance); and/or

3.20.2 a Domestic Assistance service at a Domestic Assistance Location.

3.21 The *Employer* shall be entitled to record no more than:

3.21.1 one Service Defect per Establishment per day in relation to Cleaning Services (excluding Domestic Assistance); and

3.21.2 one Service Defect per Domestic Assistance Location per day in relation to Domestic Assistance services.

3.22 For each Service Defect of the type set out in Paragraph 3.21.1 which occurs in relation to the Cleaning Services Line, the *Employer* shall be entitled to payment of an amount equal to the sum of the following calculation:

$$\text{Service Defect} = \frac{CSPP}{1200} + \left(1.5 \left(\frac{MSPP}{220} \times P \right) \right) + C$$

Where:

C = any actual costs which the *Employer* and/or any End User has incurred as a result of the Service Defect;

CSPP = the Cleaning Service Provision Payment for the relevant Establishment for the Contract Year;

MSPP = the Management Service Provision Payment for the relevant Contract Year; and

P = (the price within the Contract Price attributable to the relevant Establishment divided by the Contract Price) for the relevant Contract Year, in each case excluding the MSPP.

3.23 For each Service Defect of the type set out in Paragraph 3.21.2 which occurs in relation to the Cleaning Services Line, the *Employer* shall be entitled to payment of an amount equal to the sum of the following calculation:

$$\text{Service Defect} = (CR \times H) + \left(1.5 \left(\frac{MSPP}{220} \times P \right) \right) + C$$

Where:

C = any actual costs which the *Employer* and/or any End User has incurred as a result of the Service Defect;

CR = the capitation rate for the manual provision of Domestic Assistance services;

H = the number of hours the Domestic Assistance service which the *Contractor* failed to provide should have been available on the day of such failure;

MSPP = the Management Service Provision Payment for the relevant Contract Year; and

P = (the price within the Contract Price attributable to the relevant Establishment divided by the Contract Price) for the relevant Contract Year, in each case excluding the MSPP.

Associated Services

3.24 Subject to Paragraph 3.25, a Service Defect will occur in relation to the Associated Services Line each time the *Contractor* fails to provide an Associated Service.

3.25 The *Employer* shall be entitled to record no more than one Service Defect per Establishment per day in relation to each of the following Associated Services:

3.25.1 laundry and dry cleaning service;

3.25.2 tailoring service;

3.25.3 cobbling service; and

3.25.4 provision of portable ablutions and skips.

3.26 For each Service Defect which occurs in relation to the Associated Services Line, the *Employer* shall be entitled to payment of an amount equal to the sum of the following calculation:

$$\text{Service Defect} = (\text{CR} \times \text{H}) + \left(1.5 \left(\frac{\text{MSPP}}{220} \times P \right) \right) + \text{C}$$

Where:

C = any actual costs which the *Employer* and/or any End User has incurred as a result of the Service Defect;

CR = the capitation rate for the manual provision of the relevant Associated Service;

H = the number of hours the Associated Service which the *Contractor* failed to provide should have been available on the day of such failure;

MSPP = the Management Service Provision Payment for the relevant Contract Year;
and

P = (the price within the Contract Price attributable to the relevant Establishment divided by the Contract Price) for the relevant Contract Year, in each case excluding the MSPP.

Waste Management Services

- 3.27 Subject to Paragraph 3.28, a Service Defect will occur in relation to the Waste Management Services Line each time the *Contractor* fails to provide a waste collection service.
- 3.28 The *Employer* shall be entitled to record no more than one Service Defect per Central Waste Location per day.
- 3.29 For each Service Defect which occurs in relation to the Waste Management Services Line, the *Employer* shall be entitled to payment of an amount equal to the sum of the following calculation:

$$\text{Service Defect} = \frac{WPP}{1200} + \left(1.5 \left(\frac{MSPP}{220} \times P \right) \right) + C$$

C = any actual costs which the *Employer* and/or any End User has incurred as a result of the Service Defect;

MSPP = the Management Service Provision Payment for the relevant Contract Year;

P = (the price within the Contract Price attributable to the relevant Establishment divided by the Contract Price) for the relevant Contract Year, in each case excluding the MSPP; and

WPP = the Waste Management Services Provision Payment for the relevant Establishment for the Contract Year.

4 Service Satisfaction Failures relating to Plans and Reports

Incurring Service Satisfaction Failures

- 4.1 The provisions of this Paragraph 4 shall apply to each of the Establishment Plans and Reports Service Line and the Regional Plans and Reports Service Line (each a “**PR Service Line**”).
- 4.2 A failure against the Service Quality KPI will occur where a Plan or Report (as appropriate) provided by the *Contractor*:
- 4.2.1 does not include all the content required of such Plan or Report pursuant to the terms of this Contract;

- 4.2.2 is illegible; and/or
- 4.2.3 does not meet the quality requirements set out in this Contract in relation to such Plan or Report.
- 4.3 Subject to Paragraph 4.4, a Service Satisfaction Failure will occur in relation to the Establishment Plans and Reports Service Line or the Regional Plans and Reports Service Line (as appropriate) each time there is a failure under Paragraph 4.2 in relation to such Service Line.
- 4.4 The *Employer* shall only be entitled to record one Service Satisfaction Failure in each Payment Period:
 - 4.4.1 in relation to the Establishment Plans and Reports Service Line, for each Establishment Plan/Report; and
 - 4.4.2 in relation to the Regional Plans and Reports Service Line, for each Regional Plan/Report.

Employer’s Remedies in relation to Establishment Plans and Reports

- 4.5 The *Employer’s* remedy for a Service Satisfaction Failure in relation to the Establishment Plans and Reports Service Line (the “**Establishment PRSSR**”) shall be calculated as follows:

$$\text{Establishment PRSSR} = \left(3x \left(\frac{\text{MSPP}}{220} \right) \right) \times P$$

Where:

MSPP = the Management Service Provision Payment for the relevant Contract Year;
and

P = (the price within the Contract Price attributable to the relevant Establishment divided by the Contract Price) for the relevant Contract Year, in each case excluding the MSPP.

- 4.6 Where there are either 1 or 2 Service Satisfaction Failures recorded in a monthly Regional Performance Report in relation to the Establishment Plans and Reports Service Line, the *Employer* shall, in relation to each Service Satisfaction Failure, be entitled to withhold from the *Contractor* an amount equal to the Establishment PRSSR, which shall be deducted from the payment to be made to the *Contractor*.
- 4.7 Subject to Paragraphs 4.9 and 4.10, where:

4.7.1 a sum has been withheld from the *Contractor* pursuant to Paragraph 4.6 (the “**Establishment PRSSR Withheld Sum**”); and

4.7.2 no Service Satisfaction Failures, nor any Service Defects, are recorded in the Regional Performance Report for the next Payment Period in relation to the Establishment Plans and Reports Service Line,

the *Contractor* shall be entitled to payment of an amount equal to 95% of the Establishment PRSSR Withheld Sum. For the avoidance of doubt, the remaining 5% of the Establishment PRSSR Withheld Sum shall be permanently retained by the *Employer* as an administration fee.

4.8 Subject to Paragraph 4.10, at each Establishment Service Delivery Meeting, the Parties shall, by reference to the Establishment Performance Report, update the running total of the number of Service Satisfaction Failures incurred by the *Contractor* in relation to the Establishment Plans and Reports Service Line (the “**Establishment Plans/Reports Six Month Tally**”), which shall include only those Service Satisfaction Failures incurred in relation to the six consecutive Payment Periods immediately preceding such Establishment Service Delivery Meeting.

4.9 Where the number of Service Satisfaction Failures recorded on the Establishment Plans/Reports Six Month Tally, as updated pursuant to Paragraph 4.8, is equal to or exceeds three, the *Employer* shall be entitled to payment of an amount equal to:

4.9.1 the Establishment PRSSR multiplied by three;

4.9.2 less the total amount of any Establishment PRSSR Withheld Sums retained by the *Employer* pursuant to Paragraph 4.6 in respect of such Service Satisfaction Failures to the extent that such Establishment PRSSR Withheld Sums have not subsequently been paid to the *Contractor* pursuant to Paragraph 4.7,

which shall be deducted from the payment to be made to the *Contractor*.

4.10 Where a deduction has been made in relation to the Establishment Plans and Reports Service Line pursuant to Paragraph 4.9, the Establishment Plans/Reports Six Month Tally shall, at the end of the relevant Establishment Service Delivery Meeting:

4.10.1 be reset to the number of Service Satisfaction Failures by which the Establishment Plans/Reports Six Month Tally exceeded three; and

4.10.2 from the date of such deduction, not include the three Service Satisfaction Failures to which the deduction applied.

Employer’s Remedies in relation to Regional Plans and Reports

- 4.11 The *Employer's* remedy for a Service Satisfaction Failure in relation to the Regional Plans and Reports Service Line (the "**Regional PRSSR**") shall be calculated as follows:

$$\text{Regional PRSSR} = 3x\left(\frac{MSPP}{220}\right)$$

Where:

MSPP = the Management Service Provision Payment for the relevant Contract Year.

- 4.12 Where there are either 1 or 2 Service Satisfaction Failures recorded in a monthly Regional Performance Report in relation to the Regional Plans and Reports Service Line, the *Employer* shall, in relation to each Service Satisfaction Failure, be entitled to withhold from the *Contractor* an amount equal to the Regional PRSSR, which shall be deducted from the payment to be made to the *Contractor*.

- 4.13 Subject to Paragraphs 4.15 and 4.16, where:

4.13.1 a sum has been withheld from the *Contractor* pursuant to Paragraph 4.12 (the "**Regional PRSSR Withheld Sum**"); and

4.13.2 no Service Satisfaction Failures, nor any Service Defects, are recorded in the Regional Performance Report for the next Payment Period in relation to the Regional Plans and Reports Service Line,

the *Contractor* shall be entitled to payment of an amount equal to 95% of the Regional PRSSR Withheld Sum. For the avoidance of doubt, the remaining 5% of the Regional PRSSR Withheld Sum shall be permanently retained by the *Employer* as an administration fee.

- 4.14 Subject to Paragraph 4.16, at each Regional Performance Meeting, the Parties shall, by reference to the Regional Performance Report, update the running total of the number of Service Satisfaction Failures incurred by the *Contractor* in relation to the Regional Plans and Reports Service Line (the "**Regional Plans/Reports Six Month Tally**"), which shall include only those Service Satisfaction Failures incurred in relation to the six consecutive Payment Periods immediately preceding such Regional Performance Meeting.

- 4.15 Where the number of Service Satisfaction Failures recorded on the Regional Plans/Reports Six Month Tally, as updated pursuant to Paragraph 4.14, is equal to or exceeds three, the *Employer* shall be entitled to payment of an amount equal to:

4.15.1 the Regional PRSSR multiplied by three;

4.15.2 less the total amount of any Regional PRSSR Withheld Sums retained by the *Employer* pursuant to Paragraph 4.12 in respect of such Service Satisfaction Failures to the extent that such Regional PRSSR Withheld

Sums have not subsequently been paid to the *Contractor* pursuant to Paragraph 4.13,

which shall be deducted from the payment to be made to the *Contractor*.

4.16 Where a deduction has been made in relation to the Regional Plans and Reports Service Line pursuant to Paragraph 4.15, the Regional Plans/Reports Six Month Tally shall, at the end of the relevant Regional Performance Meeting:

4.16.1 be reset to the number of Service Satisfaction Failures by which the Regional Plans/Reports Six Month Tally exceeded three; and

4.16.2 from the date of such deduction, not include the three Service Satisfaction Failures to which the deduction applied.

5 Service Satisfaction Failures relating to Service Lines other than PR Service Lines

Incurring Service Satisfaction Failures

5.1 The provisions of this Paragraph 5 shall apply to each of the Service Lines other than the Establishment Plans and Reports Service Line and the Regional Plans and Reports Service Line.

5.2 Subject to Paragraph 5.3, in relation to each of:

5.2.1 the Staffing Service Line;

5.2.2 the Catering Services Line;

5.2.3 the Retail Services Line;

5.2.4 the Mess and Hotel Services Line;

5.2.5 the Cleaning Services Line;

5.2.6 the Associated Services Line;

5.2.7 the FM Service Line; and

5.2.8 the Stores and Armouries Services Line,

a failure against the Timeliness KPI will occur where the *Contractor* fails to provide the relevant *Service* at the times, and for the duration of the periods, set out in this Contract, except where such failure amounts to a Service Defect

5.3 The provisions of Paragraph 5.2 shall not apply where the *Contractor's* failure to provide the relevant *Service* lasts for less than 10 minutes, provided that this occurs

no more than once in a rolling period of 5 Working Days in relation to the same Service Line at the same Establishment.

5.4 A failure against the Targets KPI will occur:

5.4.1 in relation to the Cleaning Services Line, where the *Contractor* has failed to:

- (i) respond to a reactive cleaning requirement within the target time set out in this Contract; or
- (ii) meet the targets set out in this Contract in relation to cleaning of specialist medical facilities;

5.4.2 in relation to the Waste Management Services Line, where the *Contractor* has failed to meet:

- (i) a waste target set out in the Waste Management Plan; or
- (ii) a benchmarking target in relation to waste agreed in accordance with this Contract.

5.5 In relation to each of:

- 5.5.1 the Catering Services Line;
- 5.5.2 the Retail Services Line;
- 5.5.3 the Mess and Hotel Services Line;
- 5.5.4 the Cleaning Services Line;
- 5.5.5 the Associated Services Line;
- 5.5.6 the Waste Management Services Line;
- 5.5.7 the FM Services Line; and
- 5.5.8 the Stores and Armouries Services Line,

a failure against the Service Quality KPI will occur where the *Contractor* fails to provide the relevant *Service* in accordance with, or to the standard set out in, this Contract.

5.6 A Service Satisfaction Failure will occur at an Establishment in relation to a Service Line set out in this Paragraph 5 where one or more failures against the Timeliness KPI, the Targets KPI and/or the Service Quality KPI are reported at the same Establishment on the same day in relation to such Service Line.

Employer's Remedies

- 5.7 For the purposes of this Paragraph 5, the Service Satisfaction Remedy shall be calculated as follows:

$$\text{Service Satisfaction Remedy} = \frac{MSPP}{220} \times P$$

Where:

P = (the price within the Contract Price attributable to the relevant Establishment divided by the Contract Price) for the relevant Contract Year, in each case excluding the MSPP; and

MSPP = the Management Service Provision Payment for the relevant Contract Year.

- 5.8 Where there are 3 to 8 (inclusive) Service Satisfaction Failures recorded in a monthly Regional Performance Report in relation to a single Service Line at a single Establishment, the *Employer* shall, in relation to each Service Satisfaction Failure, be entitled to withhold from the *Contractor* an amount equal to the Service Satisfaction Remedy, which shall be deducted from the payment to be made to the *Contractor*.

- 5.9 Subject to Paragraph 5.11, where:

5.9.1 a sum has been withheld from the *Contractor* pursuant to Paragraph 5.8 (for the purposes of this Paragraph 5, the "**Withheld Sum**"); and

5.9.2 no more than two (2) Service Satisfaction Failures, nor any Service Defects, are recorded in the Regional Performance Report for the next Payment Period in relation to the Service Line and Establishment to which the Withheld Sum was attributed,

the *Contractor* shall be entitled to payment of an amount equal to 95% of the Withheld Sum. For the avoidance of doubt, the remaining 5% of the Withheld Sum shall be permanently retained by the *Employer* as an administration fee.

- 5.10 Where there are 9 or more Service Satisfaction Failures recorded in a monthly Regional Establishment Performance Report in relation to a single Service Line at a single Establishment, the *Employer* shall, in relation to each Service Satisfaction Failure, be entitled to payment of an amount equal to the Service Satisfaction Remedy, which shall be deducted from the payment to be made to the *Contractor*.

- 5.11 Subject to Paragraph 5.13, at each Establishment Service Delivery Meeting, the Parties shall, by reference to the Establishment Performance Report, update the running total of the number of Service Satisfaction Failures incurred by the *Contractor* in relation to each Service Line at the relevant Establishment (for the purposes of this Paragraph 5, the "**Service Line Six Month Tally**"), which shall include only those Service Satisfaction Failures incurred in relation to the six

consecutive Payment Periods immediately preceding such Establishment Service Delivery Meeting.

5.12 Where the number of Service Satisfaction Failures recorded on a Service Line Six Month Tally, as updated pursuant to Paragraph 5.11, is equal to or exceeds 27, the *Employer* shall be entitled to payment of an amount equal to:

5.12.1 the Service Satisfaction Remedy multiplied by 27;

5.12.2 less:

(i) the total amount of any Withheld Sums retained by the *Employer* pursuant to Paragraph 5.8 in respect of such Service Satisfaction Failures to the extent that such Withheld Sums have not subsequently been paid to the *Contractor* pursuant to Paragraph 5.9; and

(ii) any amount paid to the *Employer* pursuant to Paragraph 5.10 in respect of such Service Satisfaction Failures,

which shall be deducted from the payment to be made to the *Contractor*.

5.13 Where a deduction has been made in relation to a Service Line pursuant to Paragraph 5.12, the Service Line Six Month Tally for such Service Line shall, at the end of the relevant Establishment Service Delivery Meeting:

5.13.1 be reset to the number of Service Satisfaction Failures by which such Service Line Six Month Tally exceeded 27; and

5.13.2 from the date of such deduction, not include the 27 Service Satisfaction Failures to which the deduction applied.

Appendix 1

KPI Illustration Chart

Appendix 2

Worked Example of Service Satisfaction Failure

Appendix 3

Worked Example of Service Defect

Annex L

Employer Standard Form of Lease

Dated

20[]

(1) THE SECRETARY OF STATE FOR DEFENCE

and

(2) []

LEASE

of

Land and buildings at []



**Defence
Infrastructure
Organisation**

PRESCRIBED CLAUSES

LR1. Date of lease

[DATE]

LR2. Title number(s)

LR2.1 Landlord's title number(s)

[INSERT]

LR2.2 Other title numbers

None

LR3. Parties to this Lease

Landlord

THE SECRETARY OF STATE FOR DEFENCE care of Defence Infrastructure Organisation, [insert relevant DIO office details]

Tenant

[] **LIMITED** whose registered office is at []

(Company number [])

Other parties

None

LR4. Property

In the case of a conflict between this clause and the remainder of this Lease then, for the purposes of registration, this clause shall prevail.

See the definition of "Demised Premises" in Clause 1.1 of this Lease.

LR5. Prescribed statements etc.

None.

LR6. Term for which the Property is leased

The term as specified in this Lease at Clause 1.1 in the definition of "Term".

LR7. Premium

None.

LR8. Prohibitions or restrictions on disposing of this Lease

This Lease contains a provision that prohibits or restricts dispositions.

LR9. Rights of acquisition etc.

LR9.1 Tenant's contractual rights to renew this Lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land

None

LR9.2 Tenant's covenant to (or offer to) surrender this Lease

None

LR9.3 Landlord's contractual rights to acquire this Lease

Yes at Clauses 7.2 and 7.3.

LR10. Restrictive covenants given in this Lease by the Landlord in respect of land other than the Property

None.

LR11. Easements

LR11.1 Easements granted by this Lease for the benefit of the Property

The easements as specified in Part 1 of the Schedule to this Lease.

LR11.2 Easements granted or reserved by this Lease over the Property for the benefit of other property

The easements as specified in Part 2 of the Schedule to this Lease.

LR12. Estate rentcharge burdening the Property

None.

LR13. Application for standard form of restriction

None.

LR14. Declaration of trust where there is more than one person comprising the Tenant

[OMIT ALL INAPPLICABLE STATEMENTS]

[The Tenant is more than one person. They are to hold the Property on trust for themselves as joint tenants.]

[The Tenant is more than one person. They are to hold the Property on trust for themselves as tenants in common in equal shares.]

[The Tenant is more than one person. They are to hold the Property on trust [COMPLETE AS NECESSARY]]

THIS LEASE is made on

BETWEEN

- (1) **THE SECRETARY OF STATE FOR DEFENCE** care of Defence Infrastructure Organisation, [insert address of relevant DIO office] (“the **Landlord**” for and on behalf of Her Majesty); and
- (2) [], incorporated in England and Wales with company number [] whose registered office is at [] (the “**Tenant**” which expression shall include any permitted assignee from time to time)

WHEREAS

- (A) The Landlord is the owner of the reversion to the Demised Premises
- (B) The Landlord and the Tenant have agreed that the Landlord will let and the Tenant will take a lease of the Demised Premises with effect from the Term Commencement Date

IT IS AGREED as follows:

1 Definitions and Interpretation

1.1 Definitions

In this Lease the following expressions have the following meanings:

“**Aquatrine Assets**” means any borehole cesspit combined sewer overflow emergency water storage fire boosters impounding reservoirs grease traps surface water pumping stations tanks chemical treatment facilities chambers outfalls oil water interceptors silt traps sewage pumping stations septic tanks sewage treatment works service reservoirs water pumping stations water treatment works fenced soakways ponds lagoons catch pits meter houses compressor houses spring supplies and wells let pursuant to a lease under the Landlord’s Project Aquatrine

[“**Buildings**” means the buildings specified in Part 3(2) of the Schedule as shown edged red on the Plan annexed to this Lease]

“**Contract**” means the contract for Soft Facilities Management services reference DIOCB6/026 entered into between the Landlord and the Tenant and dated []

“**Crown Body**” means the Secretary of State for Defence or any other Minister of the Crown Government Department or body or person or agency carrying out functions on behalf of the Crown

“**Demised Premises**” means the premises more particularly specified and described in Part 3(1) of the Schedule excluding any Aquatrine Assets as shown edged red on the Plan annexed to this Lease

“**Landlord**” includes the estate owner for the time being of the reversion immediately expectant on the termination of the Term

“**Law**” the laws of England and Wales from time to time

“**Lease**” this Lease including where the context so admits any Supplemental Documents

“**Licence for Works**” means any licence or permission granted by the Landlord to the Tenant to carry out works to or of for the benefit of the Demised Premises including any given under clause 21 of Booklet 1 (*Conditions of Contract*) of the Contract

“**Officer in Charge**” means the military officer commanding the Site or such other person as the Landlord may from time to time appoint to manage the Site

“**Permitted Use**” means use of the Demised Premises and any associated premises designated by the Landlord from time to time solely for the provision of the Services under the Contract and any ancillary use required in order for the Tenant to perform their obligations under the Contract

“**Planning Acts**” the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning (Consequential Provisions) Act 1990, the Planning and Compensation Act 1991 and all statutes regulations and orders of a similar nature and secondary legislation made under them

“**Plan[s]**” means the plan[s] annexed to this Lease titled [●]

“**Retained Property**” means the Site and the Buildings excluding the Demised Premises

“**Required Property**” means those parts of the Retained Property upon which the Demised Premises relies for beneficial use, occupation and access and which are necessary to carry out the Services, including, without limitation, the Works

“**Services**” has the meaning given to it in the Contract

“**Service Media**” means all sewers drains inspection chambers mains pipes cisterns tanks meters gulleys culverts gutters conduits ducts flues watercourses channels subways wires cables sprinkler systems alarm and security systems and other conducting media of whatsoever nature BUT EXCLUDING any such items which shall from time to time be adopted by a public utility company

“**Site**” means the Ministry of Defence Establishment known as []

“**Supplemental Documents**” means any deed agreement licence memorandum letter or other document which is or becomes supplemental to this Lease

“**Term**” means the period of five (5) years commencing on the Term Commencement Date

“**Term Commencement Date**” means [insert the In Service Date under the Contract]

“**Termination Date**” the date of expiry of the Term or any earlier date on which this Lease shall end for any reason

“**Works**” the works carried out pursuant to the Contract and/or any Licence for Works

1.2 Interpretation

The following rules of interpretation apply to this Lease unless the context requires otherwise:

- 1.2.1 Where the Landlord or any other person exercises any right in this Lease to enter the Demised Premises then (unless specifically provided in this Lease to the contrary) the person exercising that right will make good all damage caused
- 1.2.2 Rights excepted or reserved to the Landlord are to benefit also any superior landlord and/or any other person authorised or to be authorised by the Landlord
- 1.2.3 Rights to be enjoyed by the Tenant in common with the Landlord are to be enjoyed also in common with all persons authorised by the Tenant and the Landlord and any superior landlord and any other person having similar rights
- 1.2.4 The Tenant shall not enjoy any rights whatsoever except where expressly granted to the Tenant in this Lease
- 1.2.5 Obligations undertaken by more than a single person are joint and several obligations and where more than one person is bound to a condition in this Lease then all those persons are bound jointly and severally
- 1.2.6 Unless expressly provided otherwise, any reference to a Clause or Schedule or part of a Schedule by number is a reference to that numbered Clause of or Schedule or part of a Schedule to this Lease
- 1.2.7 The headings to Clauses Schedules or Paragraphs of this Lease are for ease of reference only and are not to be used for the purpose of construing this Lease
- 1.2.8 If there shall at any time be any conflict or inconsistency between the provisions of this Lease and the provisions of the Contract the provisions of the Contract shall apply

2 Grant, Rights, Reservations, Title Matters

2.1 Grant of Lease

The Landlord HEREBY leases the Demised Premises to the Tenant for the Term.

2.2 Tenant's Rights

The Landlord grants to the Tenant (in common with the Landlord) to use in connection with the Demised Premises and so far as the Landlord is able to grant the same the rights listed in Part 1 of the Schedule.

2.3 Landlord's Exceptions and Reservations

The Landlord excepts and reserves from the grant of this Lease for the benefit of the Landlord and all those authorised by the Landlord or otherwise entitled the rights listed in Part 2 of the Schedule.

2.4 The Matters

This Lease is subject to all rights, easements, restrictions, stipulations and provisions of whatever nature affecting the Demised Premises.

3 Rent

From and including the date of this Lease the Tenant will pay (if demanded) the yearly rent of one peppercorn.

4 Tenant's General Obligations

4.1 User

4.1.1 The Tenant will not use or permit the use of the Demised Premises or any part thereof for any illegal act or purpose or do or allow to be done anything which may cause nuisance damage or annoyance to any occupiers of the Site.

4.1.2 The Tenant will not carry on at the Demised Premises or permit to be carried on any activities which are inconsistent with the performance by the Landlord of its rights and obligations under the Contract.

4.1.3 The Tenant shall not use or permit the use of the Demised Premises or any part thereof other than for the purpose of providing the Services under the Contract exclusively for the Landlord and shall not use the Demised Premises for carrying out any other aspect of the Tenant's business save as may be permitted by the Contract.

4.2 Signs, Advertisements, Satellite Dishes and Aerials etc

4.2.1 The Tenant shall not display any advertisement, sign or notice of any description, unless such sign or notice is required to be displayed by Law or is permitted by the Landlord in writing in advance or expressly under the Contract.

4.2.2 The Tenant shall not erect any satellite dish aerial pole or mast (whether in connection with telegraphic telephonic radio or television communication or otherwise) or similar fixture or thing upon the Demised Premises or upon Retained Property unless the Tenant obtains the Landlord's prior consent in writing or express permission is granted under the Contract.

4.3 Alterations

The Tenant will not construct any new building or new structure of any kind either on the Demised Premises or upon Retained Property nor carry out any alteration or addition whatsoever to the Demised Premises nor alter the existing design or appearance (whether internal or external) of the Demised Premises nor install any Service Media (except Service Media reasonably required for the purpose of providing the Services to the Landlord without the previous written consent of the Landlord such consent not to be unreasonably withheld or delayed if required for the purposes of the Contract).

4.4 Alienation

4.4.1 The Tenant shall not charge assign underlet, share or part with the possession or occupation of the whole or any part of the Demised Premises save for an assignment of the whole of this Lease to an assignee of the whole of the Tenant's interest in the Contract in accordance with the provisions of the Contract (and if the Tenant shall assign to a third party the whole of its interest under the Contract in accordance with the terms thereof then the Tenant shall forthwith assign to that third party the whole of its interest under this Lease).

4.4.2 Within one month following any dealing with or transmission of any interest under this Lease or derivative of it or the execution of any

document dealing with that interest the Tenant will deliver to the Landlord a copy (certified by a solicitor as a true copy of the original) of the document evidencing or effecting that dealing or transmission.

4.5 Planning

Not to commit any breach of planning control (such term to be construed as it is used in the Planning Acts) and to comply with the provisions and requirements of the Planning Acts that affect the Demised Premises whether as to the user thereof or otherwise and not to make any application for planning permission without the previous written consent of the Landlord such consent not to be unreasonably withheld or delayed if required for the purposes of the Contract.

4.6 Landlord's Right of Entry

The Tenant will permit the Landlord to exercise all the rights excepted and reserved to the Landlord under Part 2 of the Schedule.

4.7 Notices from Third Parties

4.7.1 In this Clause 4.7 "Notice" means any written permission notice order or proposal relevant to the Demised Premises or to the use of the Demised Premises whether or not contained within a communication dealing also with other subject matter.

4.7.2 Within seven (7) days of receipt by the Tenant of any Notice given to the Tenant or the occupier of the Demised Premises the Tenant will give to the Landlord full particulars and a copy of the Notice.

4.7.3 Subject to there being no inconsistency with the provisions of the Contract and without prejudice to the Landlord's obligations thereunder the Tenant will at no cost to the Landlord take all necessary steps to comply with any Notice (notwithstanding that the same may not be enforceable on a Crown Body) so long as relevant or applicable to the Services provided by the Tenant or the Tenant's use of the Demised Premises.

4.8 Statutory Requirements

Subject to there being no inconsistency with the provisions of the Contract and without prejudice to the Landlord's obligations thereunder the Tenant will comply with all Law.

4.9 Adverse Rights

The Tenant will not obscure darken paint out or stop up any windows at the Demised Premises and will not knowingly permit any encroachment upon the Demised Premises or the acquisition of any new right to light air drainage or other right over any part of the Demised Premises and will give written notice to the Landlord of any threat or acquisition of encroachment or right of light air or drainage within seven days of becoming aware of such threat or acquisition.

4.10 Yielding Up

Save as aftermentioned, at the Termination Date the Tenant will yield up the Demised Premises in accordance with the obligations on the part of the Tenant contained in this Lease and in the Contract and for the avoidance of doubt the Tenant shall not under any circumstances be entitled to remove from the Demised Premises any items affixed thereto either prior to or at the Termination Date notwithstanding that the same constitute tenant's fixtures and fittings. This Clause

4.10 is subject always to the rights and obligations provided in any Licence for Works affecting the Demised Premises (and that whether dated prior to or after the date of this Lease).

4.11 Repair and Decoration

- 4.11.1 The Tenant shall keep the Demised Premises (including any Service Media within it which exclusively serves it) in good and tenantable repair and condition at all times and shall make good any damage caused to the Demised Premises and the Service Media
- 4.11.2 [The Tenant shall decorate the outside and the inside of the Demised Premises as often as is reasonably necessary (and in any event in the final year of the Term) to maintain the standard required under the Contract and to allow the Permitted Use.]
- 4.11.3 All decoration shall be carried out in a good and proper manner using good quality materials that are appropriate to the Demised Premises and the Permitted Use and shall include all appropriate preparatory work.
- 4.11.4 All decoration carried out in the last three months of the term shall also be carried out to the satisfaction of the Landlord and using materials, designs and colours approved by the Landlord.
- 4.11.5 [The Tenant shall replace the floor coverings at the Demised Premises within the three months before the end of the term with new ones of good quality and appropriate to the Demised Premises and the Permitted Use.]

4.12 Inspection of Demised Premises and Defective Demised Premises

- 4.12.1 The Tenant will inspect the condition of the Demised Premises and any part of the Retained Property which shall adjoin or abut the Demised Premises at regular and frequent intervals of not less than once per year and give written notice to the Landlord of any material damage or defect in those areas and any deterioration in the standard of repair of those areas from the standard of repair as at the date of this Lease within forty-eight (48) hours of becoming aware of such damage, defect or deterioration.
- 4.12.2 The Tenant will forthwith give written notice to the Landlord of any defect in the Demised Premises or any part of the Retained Property which shall adjoin or abut the Demised Premises which may give rise to an obligation on the Landlord to do or refrain from doing any act or thing in order to comply with the duty of care imposed on the Landlord under the Defective Premises Act 1972 and the Tenant will display and maintain all notices which the Landlord may from time to time require to be displayed at the Demised Premises having regard to any obligation which may be or become imposed on the Landlord under the said Act.
- 4.12.3 The Tenant will replace from time to time the Landlord's fixtures and fittings in the Demised Premises which may be or become beyond repair at any time during or at the expiration of the Term except as provided for in the Contract.

4.13 Indemnity

4.13.1 The Tenant shall fully and effectively indemnify the Landlord in respect of any action, claim or proceedings and/or any loss, damage, cost, expense or liability (other than consequential loss and loss of profit) suffered or incurred by the Landlord which arises as a direct result of any non-performance by the Tenant of its obligations under this Lease (other than where the non-performance is due to circumstances outside the reasonable control of the Tenant).

4.14 Tenant's General Obligations

4.14.1 To effect and keep in force with a reputable insurance company or companies a policy or policies of insurance against any third party public and occupier's liability risks arising in connection with the Tenant's use and occupation of the Demised Premises and access over Retained Property on such terms as may be required by the Landlord and for a sum insured of not less than [TBC] Pounds (£TBC) or such other reasonable sum as may be required by the Landlord in respect of any one incident and for an unlimited number of incidents and to duly pay the premium or premiums payable in respect of the said policy or policies.

4.14.2 To keep the Demised Premises supplied and equipped with such fire alarm fire and fighting equipment as may be required by statute the Officer in Charge or the insurers of the Demised Premises and to maintain such equipment in efficient working order and not at any time to obstruct the means of access to or means of working of any such equipment or means of escape from the Demised Premises nor to lock any fire door while the Demised Premises are occupied.

4.14.3 To pay all present and future rates or other occupancy based taxes assessed on or in respect of the Demised Premises at any time and in respect of any that are not directly assessed to pay to the Landlord on demand a fair proportion of them.

4.15 Management and operation of the Site

4.15.1 Not to obstruct or impede in any way the full and free right of safe access to the Demised Premises and of way over the Demised Premises at all times and for all purposes of the Landlord and all persons authorised by the Landlord or the Officer in Charge.

4.15.2 To comply (immediately if so required) with any regulations as to direction of traffic flow over the roadways paths and access routes both to and from the Demised Premises over other parts of the Retained Property the Site and through the Demised Premises and/or other traffic control as may be stipulated from time to time by the Landlord or the Officer in Charge.

4.15.3 To ensure that no roadways paths and access routes either to and from the Demised Premises or on or within the Demised Premises shall be damaged or obstructed or used in such a manner as to cause in the opinion of the Landlord or the Officer in Charge any nuisance damage or annoyance.

4.15.4 Not to restrict impede interrupt or interfere with any building or development on the Retained Property and the Site in any way whatsoever.

4.15.5 If in the reasonable opinion of the Landlord any electrical or other equipment or appliance used installed on or in the Demised Premises

under the provisions of this Lease might overload the electric or other wiring or cabling serving the Demised Premises cause interference to any telecommunication system radio reception or transmission of or computer system installed by the Landlord or any other minister of the Crown or Government Department forthwith to rectify or reduce such interference to the reasonable satisfaction of the Landlord or remove the equipment or appliance in question.

4.15.6 Not at any time during the Term to keep or store on the Retained Property any caravan or movable dwelling.

4.16

Landlord's right of inspection

4.16.1 To permit the Landlord the Landlord's agents and any authorised person at all reasonable times and (save in the case of emergency) upon 2 days' previous written notice to enter and remain upon the Demised Premises for any of the following purposes:

- (a) to view and examine the state and condition of the Demised Premises to take schedules and inventories of the Landlord's fixtures;
- (b) to exercise any of the rights excepted and reserved by this Lease;
- (c) to comply with obligations owed by the Landlord to third parties or with the covenants on the part of the Landlord contained in this Lease;
- (d) for any other purpose connected with the interest of the Landlord in the Demised Premises including but not limited to the valuation or disposal of any interest of the Landlord and the viewing of the Demised Premises by prospective tenants of the Retained Property or any part of it including but not limited to the Landlord's reversionary interest in the Demised Premises;
- (e) giving to the Tenant or leaving upon the Demised Premises a notice specifying any repairs cleaning maintenance or painting that the Tenant has failed to execute in breach of the terms of this Lease and to request the Tenant to execute the same;
- (f) making alterations to the Demised Premises or any building thereon;
- (g) constructing altering maintaining repairing renewing and fixing anything serving the Demised Premises or any building thereon and running through or intended to run through under on or over the Retained Property or the Site;
- (h) if within one month (or such longer period as shall be reasonable in all the circumstances) of the service of such a notice the Tenant shall not have commenced and be proceeding diligently with the execution of the work referred to in any notice or shall fail to complete the work within a reasonable time to permit the Landlord to enter the Demised Premises (but only after having given at least 24 hours' prior notice) to execute

such work as may be necessary to comply with the notice and to pay to the Landlord the cost of so doing and all expenses properly incurred by the Landlord (including legal costs and surveyor's fees) on demand.

5 Landlord's General Obligations

5.1 Quiet Enjoyment

The Landlord agrees that the Tenant may hold and use the Demised Premises without any interruption by the Landlord (except as authorised by this Lease and the Contract).

5.2 No warranty as to use

5.2.1 Nothing herein shall be deemed to constitute any warranty by the Landlord that the Demised Premises or any part thereof are under the Planning Acts authorised for use for any specific purpose and the Tenant hereby acknowledges and admits that the Landlord has not given or made at any time any representations or warranty that such use is or will be or will remain a permitted use under the Planning Acts;

5.2.2 Notwithstanding that the User may not be an authorised use under the Planning Acts the Tenant will remain fully liable to the Landlord in respect of any covenants or obligations on its part contained in this Lease for the residue of the Term.

6 Serving of Notices

Service of notices shall be in accordance with clause 13 (*Communications*) of the Contract save for the address for service which in relation to this Lease shall be addressed to Defence Infrastructure Organisation, [insert DIO office information].

7 Termination of this Lease

7.1 In the event that:

7.1.1 the Contract shall terminate by effluxion of time; or

7.1.2 the Contract shall be wholly terminated (other than by effluxion of time) pursuant to the terms thereof;

then this Lease will terminate forthwith but without prejudice to any claim by either party hereto against the other in respect of any antecedent breach of the terms of this Lease or any other matter arising therefrom.

7.2 The Landlord may determine this Lease at any time by giving to the Tenant not less than one month's previous notice in writing in the event of a certificate having been granted in accordance with the provisions of Section 57 of the Landlord and Tenant Act 1954 or any statutory modification or re-enactment thereof for the time being in force and upon the expiration of any such notice this Lease shall determine but without prejudice to any right or remedy which either of the parties hereto may have in respect of any antecedent breach of any of the covenants and conditions contained in this Lease

7.3 It shall be lawful for the Landlord to terminate this Lease and to resume possession of the Demised Premises at any time on the giving of a certificate pursuant to Section 58(1) of the Landlord and Tenant Act 1954 that for reasons of national security it is necessary that the use or occupation of the Demised Premises should be discontinued or changed by two months notice to quit given in writing by the Landlord PROVIDED THAT the notice contains a copy of such certificate and upon the expiration of such notice this Lease shall determine

but without prejudice to any right or remedy which either of the parties hereto may have in respect of any antecedent breach of any of the covenants or conditions contained in this Lease.

7.4 The Landlord may resume possession of the Demised Premises instantly in case of National Emergency (whether declared or not) under Crown exemption.

8 Disputes

Any dispute in relation to this Lease shall be dealt with in accordance with clause 95 (*Dispute Resolution*) of the Contract.

9 New Tenancy

This Lease granted in pursuance of the Contract is a new tenancy for the purposes of Section 1 of the Landlord & Tenant (Covenants) Act 1995.

10 Exclusion of Third Party Rights

The parties do not intend that any term of this Lease shall be enforceable solely by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this Lease.

11 Adjoining Premises

Nothing herein contained shall by implication of law or otherwise entitle the Tenant to enforce or to have enforced or to prevent the release or modification of any covenant agreement or condition entered into by anyone in respect of property not comprised in this Lease or operate to confer upon the Tenant any easement right or privilege over or to prevent or restrict (or entitle the Tenant or anyone authorised by the Tenant to any compensation in respect of) the use repair rebuilding alteration demolition or development of the Retained Property or any other land or property not comprised in this Lease whether the same shall be subject to or free from obligation agreements declarations and stipulations similar to those herein.

12 Services and the Supply of Services

12.1 Payment of costs in association with the use of Utilities at the Demised Premises [shall be dealt with in accordance with clause 22.5 (*Contractor presence on Establishments*) of the Contract].

12.2 The Landlord shall make available to the Tenant within the Demised Premises the provision of electricity, gas, water, sewage, telecommunications, data and other services and utilities Provided that:

12.2.1 the Tenant shall comply with all laws and with any recommendations of the relevant suppliers relating to the use of those services and utilities.

12.3 The Landlord gives no warranty:

12.3.1 as to the quality quantity or pressure of any water which may be supplied to the Demised Premises and shall not be responsible for any failure or diminution in the supply pressure or purity of the water;

12.3.2 as to the availability suitability quality or quantity of gas electric drainage or any other services which may be supplied to the Demised Premises and shall not be liable for any failure or diminution in the supply pressure quality of quantity of any such services.

13 Governing Law and Jurisdiction

13.1 This Lease shall be governed by and construed in accordance with the law of England and Wales.

13.2 The Landlord and Tenant irrevocably agree to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this Lease.

14 **Value Added Tax**

Any rent or other sum payable by the Tenant hereunder is exclusive of Value Added Tax or other tax that is or may be payable thereon.

15 **Compliance with Laws**

The Tenant shall comply with all laws relating to:

- (a) the Demised Premises and the occupation and use of the Demised Premises by the Tenant;
- (b) the use of all Service Media and machinery and equipment at or serving the Demised Premises;
- (c) any works carried out at the Demised Premises; and
- (d) all materials kept at or disposed from the Demised Premises.

16 **Operation of Section 62 of Law of Property Act 1925**

The operation of the above mentioned Act shall be excluded from this Lease and only those rights expressly granted by this Lease shall apply.

17 **Landlord and Tenant Act 1954 Exclusion**

17.1 The Tenant confirms that before the date of this Lease:

17.1.1 The Landlord served on the Tenant a notice ("the Notice") dated [] in relation to the tenancy created by this Lease in a form complying with the requirements of Schedule 1 to the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 ("the **Order**"); and

17.1.2 The Tenant, or a person duly authorised by the Tenant, in relation to the Notice made a statutory declaration ("the **Declaration**") dated [] in a form complying with the requirements of Schedule 2 of the Order.

17.2 The Tenant further confirms that, where the Declaration was made by a person other than the Tenant, the declarant was duly authorised by the Tenant to make the Declaration on the Tenant's behalf.

17.3 The Landlord and Tenant agree to exclude the provisions of Sections 24 to 28 (inclusive) of the 1954 Act in relation to the tenancy created by this Lease.

18 **Crown Privileges and Immunity**

18.1 Nothing herein contained shall be construed or be deemed to have effect so as to in any way to restrict or otherwise prejudicially affect any Crown privilege or exemption enjoyed by the Landlord.

18.2 The Tenant shall not have or make any claim against the Crown or the Landlord in respect of any personal injury (including without prejudice to the generality of the foregoing injury resulting in death) or loss of or damage to the Demised Premises which may be suffered by the Tenant in the exercise of the user permitted by this Lease or any rights granted by this Lease whatever the cause of such loss damage or injury may be and whether or not the same shall have been caused by any negligent act omission or default on the part of the Landlord or any officer servant or agent of the Crown.

IN WITNESS whereof the Corporate Seal of the Secretary of State for Defence has been hereunto affixed and this Lease has been executed by the Tenant as a deed the day and year first before written

The Corporate Seal of the)
SECRETARY OF STATE FOR DEFENCE)
hereunto affixed is authenticated by)

.....
Name and Position held

Executed as a deed by []
acting by [Name of First Director], a director and [Name
of Second Director/Secretary], a director or it's Secretary

.....
[Director]

.....
[Director/Secretary]

SCHEDULE

Part 1

(Rights Granted)

- 1 The right of passage (on foot only except for deliveries or otherwise where a vehicle is required in order to comply with the requirements of the Contract in which case such right of passage shall be enjoyed with or without relevant vehicles) to and from the Demised Premises over such roads footpaths corridors and other areas within Retained Property as shall be designated to the Tenant by the Landlord's Officer in Charge for the Site and the said Officer in Charge or his or her authorised deputy shall be entitled to alter such designation from time to time at his or her absolute discretion.
- 2 The right during the Term of free and uninterrupted passage and running of services facilities and matter to and from the Demised Premises through the Service Media and any Aquatrine Assets now within the Retained Property.
- 3 The right to enter on the Retained Property at reasonable times to clean decorate repair alter or rebuild any part of the Demised Premises and for any other reasonable purpose in connection with the exercise of the Tenant's rights and the performance of its obligations under this Lease and/or the Contract.
- 4 The right to occupy and use the Required Property for the purpose of carrying out the Services.
- 5 The non-exclusive right to park private motor vehicles or motor cycles in the car parks and car parking spaces from time to time designated by the Officer in Charge
- 6 The right of support and shelter from the Retained Property now or hereafter belonging to or enjoyed by the Demised Premises.

Provided That in exercising the rights referred to in paragraphs 1,2,3 and 4 of this Schedule, the person or persons exercising such rights shall (i) cause as little damage and inconvenience as possible (ii) make good all damage thereby caused to the reasonable satisfaction of the Landlord (iii) pay and indemnify the Landlord against all loss cost damage or expense which may be incurred by the Landlord as a result of the exercise of such rights and (iv) ensure that the exercise of such rights shall not materially affect the Landlord's use and enjoyment of the Retained Property.

Part 2

(Exceptions and Reservations)

- 1 The right of free and uninterrupted passage and running of services facilities and matter to and from the Retained Property through the Service Media any any Aquatrine Assets now or during the Term within the Demised Premises or any part thereof.
- 2 The right to inspect cleanse repair construct maintain renew alter connect into and replace the Service Media or any Aquatrine Assets now or during the Term within the Demised Premises over which the Landlord is granted rights pursuant to paragraph 1 above.
- 3 The right of access to enter and repair the external parts and or areas of the Demised Premises at reasonable times and on reasonable prior notice including the erection of scaffolding and the use of equipment necessary to undertake the repair works in compliance with clause 4.11.1.
- 4 The right to re-route any Service Media and Aquatrine Assets within the Demised Premises or any part thereof.
- 5 The right to enter on the Demised Premises or any part thereof at reasonable times to clean decorate repair alter extend demolish or rebuild any part of the Retained Property and/or to exercise the right set out in paragraph 2 above and/or to inspect cleanse repair maintain renew alter connect into replace remove lay and construct Service Media or Aquatrine Assets for the supply of utility services (excluding water and sewage) and/or for any other reasonable purpose in connection with the exercise of the Landlord's rights under this Lease Provided That in exercising the rights referred to in this paragraph 5 the person or persons exercising such rights shall make good all damage caused thereby and the Landlord shall use all reasonable endeavours to ensure that all reasonable steps are taken to prevent the same from materially affecting the Tenant's use and enjoyment of the Demised Premises.
- 6 The right of support and shelter over the Demised Premises now or hereafter belonging to or enjoyed by the Retained Property.
- 7 The right to pass over and through the Demised Premises (and any part thereof):
 - (a) at all times (other than an emergency) subject to not unduly interfering with the Tenant's activities at the Demised Premises or any part thereof; and
 - (b) at all times without restriction in an emergency.
- 8 All rights of light or air now subsisting or which might (but for this exception) be acquired over any other land.
- 9 The right to build upon Retained Property and to maintain repair replace renew alter extend or demolish any buildings upon Retained Property in such manner as the Landlord may think fit Provided the Tenant is not thereby prevented from complying with its obligations under the Contract.
- 10 The right freely to build upon and to use the Retained Property in any way notwithstanding that such building or use results in any reduction in the flow of light air access to and/or amenities enjoyed by the Demised Premises or any part thereof Provided the Tenant is not thereby prevented from complying with its obligations under the Contract.
- 11 All rights required in order to perform the obligations and exercise the rights on the part of the Landlord contained in the Contract (in common with the Tenant where appropriate) including but without prejudice to the generality of the foregoing the rights of the Landlord under any applicable Law.

- 13 All rights and privileges of whatsoever nature exercised prior to the date of this Lease by the Landlord or those authorised by the Landlord over the Demised Premises for the benefit of the Retained Property together with the right to continue to do undertake and perform such acts matters and things on the Demised Premises for the benefit of the Retained Property as were done or undertaken or performed by the Landlord or those authorised by the Landlord prior to the date of this Lease.
14. The right at all times to enter the Demised Premises to take such measures as shall be reasonably necessary at the time of entry for the purpose of protecting and/or ensuring the security of the Buildings and Retained Property both inside and outside the Buildings exercising such right as far as possible in such manner as shall not interfere with the Tenant's quiet enjoyment of the Demised Premises the Landlord causing as little damage and disturbance as possible and making good all damage actually caused to the Demised Premises by the exercise of such rights as soon as reasonably possible.

Provided always that the Landlord and all others authorised by the Landlord will when exercising such rights in this Part 2 of the Schedule use reasonable endeavours to ensure that the Tenant will not be prevented from providing the Services.

Part 3(1)

Description of Demised Premises

Land and buildings numbered [insert information] at the Site which buildings are delineated in red on Plans [] and as including:

- (a) the internal surfaces of all walls enclosing the Demised Premises;
- (b) all non-loadbearing walls within the Demised Premises;
- (c) all ceilings of the Demised Premises up to the level of (but excluding) the bottom of the joists, beams or slabs above them;
- (d) all floors and floorboards of the Demised Premises down to the level of (but excluding) the tops of the joists, beams or slabs below them;
- (e) the internal surfaces of all window frames and the glass in all windows of the Demised Premises;
- (f) all internal and external doors and door frames and the glass in all doors belonging to the Demised Premises;
- (g) all additions alterations and improvements to the Demised Premises;
- (h) all fixtures and fittings from time to time in or on the Demised Premises except those fixed by the Tenant which are generally regarded as tenant's or trade fixtures;

But not including any part of the structure or the exterior of the buildings of which the Demised Premises form part

[Part 3(2)]

[Details of Buildings at the Site]

Annex M

Sub-Contractor Warranty

DATED _____ **201[]**

SECRETARY OF STATE FOR DEFENCE (1)

and

[SUB-CONTRACTOR] (2)

and

[CONTRACTOR] (3)

SUB-CONTRACTOR WARRANTY

**relating to the provision of services in
connection with contract number
DIOCB6/026**

THIS DEED OF WARRANTY is made on

201[]

BETWEEN:

- (1) **SECRETARY OF STATE FOR DEFENCE** (the "**Employer**") which expression shall include its successors in title and assigns;
- (2) [] (company number []) whose registered office is situate at [] ("**the Sub-Contractor**"); and
- (3) [] (company number []) whose registered office is situate at [] ("**the Contractor**").

WHEREAS:

- (A) The Contractor has entered into a contract with the Employer dated [●] (the "**FM Contract**") for the provision of soft facilities management services to the Employer (the "**Service**").
- (B) The Contractor has appointed the Sub-Contractor to carry out [****insert details of the relevant service****] (the "**Sub-Contract Services**") in connection with the Service ("**the Sub-Contract**").
- (C) The Contractor has appointed or may appoint further sub-contractors in connection with the provision of the Service.

NOW in consideration of the payment of one pound (£1.00) by the Employer to the Sub-Contractor (receipt of which the Sub-Contractor acknowledges) **IT IS AGREED** as follows:

1 The Sub-Contract Service

- 1.1 The Sub-Contractor warrants to the Employer that the Sub-Contractor has complied with, and/or shall comply with, all of the Sub-Contractor's obligations under the Sub-Contract in accordance therewith and that the Sub-Contractor has exercised, and shall continue to exercise, in the performance of the Sub-Contract Services the reasonable skill, care and diligence to be expected of a properly qualified and competent sub-contractor in the Sub-Contractor's profession experienced in carrying out and providing services of the same or similar kind as the Sub-Contract Services for Services of a similar size, scope and complexity to the Service
- 1.2 Notwithstanding and without prejudice to the terms and conditions of the Sub-Contract, the Sub-Contractor confirms to the Employer that (unless otherwise authorised or instructed by or on behalf of the Contractor):
 - 1.2.1 the Sub-Contractor has not specified, selected and/or approved and will not specify, select and/or approve for use; and

1.2.2 the Sub-Contractor has exercised and will continue to exercise the level of skill, care and diligence referred to in Clause 1.1 to ensure that none of the following shall be used in the Service,

any material, substance, practice or technique which is:

1.2.3 prohibited by the Sub-Contract; and/or

1.2.4 not in accordance with British Standards and/or relevant European Standards and/or Codes of Practice; and/or

1.2.5 generally known within the Sub-Contractor's profession at the time of specification, selection, approval or use (as the case may be) to be deleterious or hazardous to the health and safety of users of the Service in the particular circumstances in which such materials, substances, practices or techniques are used.

2 Documents

2.1 The Sub-Contractor shall provide to the Employer on demand, and on payment of the Sub-Contractor's reasonable costs of producing the same, copies of all models, plans, sketches, drawings, diagrams, graphs, calculations, reports, specifications, bills of quantities and other documents (whether in existence or to be made and whether in hard copy, on disk, in any other computer generated format or in any magnetic or optical storage medium) made and/or amended by or on behalf of the Sub-Contractor in connection with the Service (the "**Documents**").

2.2 The Sub-Contractor hereby grants to the Employer an irrevocable royalty-free licence to copy and use the Documents and to reproduce the data, calculations and assessments contained in or relating to the Documents for all purposes relating to the Service and/or the Employer's interest in the Service, including, but not limited to, the construction, completion, reconstruction, maintenance, letting, promotion, advertisement, reinstatement, extension, refurbishment, alteration, repair, use and provision of the Service and/or the Employer's interest in the Service. The Employer shall be entitled to grant sub-licences and the Employer's licence and such sub-licences shall be transferable to others.

2.3 The Sub-Contractor shall not be responsible for any use of the Documents for any purpose other than that for which they were prepared.

3 Insurance

3.1 Without prejudice to its obligations under this Deed and/or at law or otherwise, the Sub-Contractor shall take out and maintain, until twelve years after the expiry or earlier termination of the Sub-Contractor's employment under the Sub-Contract, with a well-established insurance company or underwriter of repute, appropriate professional indemnity insurance with a limit of indemnity of not less than [INSERT] million pounds (£[INSERT],000,000) for each and every claim (but for that amount on an annual aggregate claims made basis in respect of claims for pollution or

contamination) provided that such insurance continues to be available in the insurance market at reasonable premium rates and on reasonable terms.

3.2 The Sub-Contractor shall, as and when it is reasonably required to do so by the Employer, make available for inspection by the Employer documentary evidence that such insurance is being properly maintained. The Sub-Contractor shall immediately inform the Employer if such insurance ceases to be available at reasonable premium rates and on reasonable terms in which case, at the Employer's sole discretion, the Contractor and the Sub-Contractor shall discuss and agree on the best means of protecting themselves.

3.3 If required by the terms of its insurance, the Sub-Contractor warrants that:

3.3.1 prior to the execution of this Deed, it has:

- (i) disclosed the contents of this Deed to its insurers and/or brokers; and
- (ii) received confirmation from its insurers and/or brokers that the terms of this Deed are acceptable;

3.3.2 it will continue to disclose the contents of this Deed to its insurers and/or brokers when renewing its insurance.

4 Determination by Sub-Contractor

4.1 The Sub-Contractor shall not exercise or seek to exercise any right which the Sub-Contractor may have to rescind or determine the Sub-Contract and/or to suspend or discontinue the Sub-Contract Services for whatever reason unless the Sub-Contractor has given at least 21 days' prior written notice to the Employer (copying such notice to the Contractor) specifying:

4.1.1 the breach or default under the Sub-Contract which the Sub-Contractor claims entitles it to rescind or determine the Sub-Contract and/or to suspend or discontinue the Sub-Contract Services; and

4.1.2 full particulars of any amounts properly owed by and due from the Contractor to the Sub-Contractor in respect of outstanding invoices before the notice is given.

4.2 If, within 21 days of receipt of the notice under Clause 4.1, the Employer notifies the Sub-Contractor that it wishes to enter into a new agreement ("**the New Agreement**") with the Sub-Contractor on the same terms and conditions as are contained in the Sub-Contract to continue and complete all of the Sub-Contractor's obligations in relation to the Service:

4.2.1 the Sub-Contractor shall enter into the New Agreement with the Employer subject to Clause 4.3 but otherwise on the same terms and conditions as the Sub-Contract and, if it does so, the Sub-Contract shall terminate but,

subject to Clause 4.2.2, without prejudice to any accrued rights of the parties;

- 4.2.2 where the Sub-Contract is terminated in accordance with Clause 4.2.1 the Sub-Contractor shall have no claim against the Contractor by reason only of that termination; and
 - 4.2.3 without prejudice to Clause 4.1, if the Sub-Contract has been terminated, the Sub-Contractor shall, pending entry into the New Agreement, accept the act in accordance with the instructions of the Employer in relation to the Sub-Contract and the Employer shall pay any and all sums properly accrued due for work carried out by the Sub-Contractor pursuant to those instructions.
- 4.3 The Employer shall be liable under the New Agreement in respect of work performed after the date of the New Agreement but shall have no other liability in respect of the Sub-Contract except that the Employer shall pay to the Sub-Contractor:
- 4.3.1 the amount of any sums as specified in Clause 4.1.2 as set out in the notice given under Clause 4.1; and
 - 4.3.2 sums accrued due and not paid in respect of the period from the date of the last invoice referred to in Clause 4.1.2 until the date of the New Agreement.
- 4.4 If the breach or default of the Contractor referred to in Clause 4.1.1 has been remedied and the Sub-Contractor has withdrawn unreservedly its notice referred to in Clause 4.1 without any claim against the Contractor, then the right of the Employer to enter into the New Agreement shall cease.

5 Assignment

- 5.1 The Employer may transfer all or any of its rights under this Deed without the consent of the Sub-Contractor on two occasions only.

6 Independent Inspection

- 6.1 The liability of the Sub-Contractor under this Deed shall not be released, diminished or in any other way affected by any independent inspection, investigation or enquiry into any relevant matter which may be made or carried out by or for the Employer, nor by any failure or omission to carry out any such inspection, investigation or enquiry, nor by the Sub-Contract by the Employer of any independent firm, company or party whatsoever to review the progress of or otherwise report to the Employer in respect of the Service, not by any action or omission of any such firm, company or party whether or not such action or omission might give rise to any independent liability of such firm, company or party to the Employer. Provided always that nothing in this clause shall modify or affect any rights which the Sub-Contractor might have but for the existence of this clause to claim contribution from any third party whether under statute or at common law.

7 **Limitation**

- 7.1 The Sub-Contractor shall be entitled to rely upon the limitation in the Sub-Contract and to raise the equivalent rights in defence of the liability (excluding set-offs and counterclaims) as it would have against the Contractor under the Sub-Contract in any action or proceedings brought against the Sub-Contractor by the Employer.
- 7.2 No action or proceedings for any breach of this Deed shall be commenced against the Sub-Contractor after the expiry of twelve years from the date of completion of the Sub-Contract Services.
- 7.3 Notwithstanding anything else in this Deed, the total liability of the Sub-Contractor to the Employer under this Deed shall not be greater than it would have been if the Employer had been named in the Sub-Contract as the Sub-Contractor's joint Employer (save for set off and counterclaim).

8 **Rights of Third Parties**

- 8.1 Subject always to Clause 6 of this Deed, a person who is not a party to this Deed shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

9 **Notices**

- 9.1 Any notice or confirmation in writing provided for in this Deed shall be duly given if delivered by hand or sent by prepaid recorded delivery or facsimile to a party at its address set forth above or such other address as each party may specify from time to time by written notice to the other party.
- 9.2 Such notice shall be deemed to have been received on the day of delivery if delivered by hand, the second working day after the day of posting if sent by pre-paid recorded delivery and on the day of sending if sent by facsimile.

10 **Law**

- 10.1 This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and shall be construed in accordance with the laws of England and the Parties hereto submit to the exclusive jurisdiction of the Courts of England.

11 **Execution as a deed**

- 11.1 The instrument is executed as a deed and was delivered when it was dated.

Executed as a deed by the **SECRETARY OF STATE FOR DEFENCE** by affixing its common seal in the presence of:)
)
)

Name

Executed as a deed by **[CONTRACTOR]** acting by a director and its secretary or two directors:)
)
)

Director

Director/Secretary

Executed as a deed by **[SUB-CONTRACTOR]** acting by a director and its secretary or two directors:)
)
)

Director

Director/Secretary

Annex N

Exit Management

1 Exit Management Plan

- 1.1 The Parties shall co-operate to agree the Exit Management Plan within two (2) months of the Contract Date.
- 1.2 The principles set out in this Annex N (*Exit Management*) are agreed by the Parties and shall form the basis of the Exit Management Plan.

2 Management and Governance

- 2.1 The Parties will agree a management structure to effectively oversee the exit arrangements, which shall cover:
 - 2.1.1 appointment of transition managers for both Parties;
 - 2.1.2 transition workstream leads;
 - 2.1.3 PMO;
 - 2.1.4 communications support;
 - 2.1.5 establishment of a steering group; and
 - 2.1.6 governance structure for meetings, processes, registers, etc.
- 2.2 The *Contractor's* responsibility under this Contract to deliver the *Service* will continue until the in-service date of the follow-on contract(s) or until those responsibilities are transferred to the incoming contractor.
- 2.3 Both Parties will use reasonable endeavours to minimise the costs and management time resulting from any termination or removal of the *Services* and to minimise the implementation time for the Exit Plan.
- 2.4 Unless otherwise agreed, the *Contractor* will be responsible for the overall management of all the transition and demobilisation activities set out in the Exit Management Plan. The *Contractor* shall use reasonable endeavours to identify and resolve any problems encountered in the timely completion of those tasks identified in the Exit Management Plan. The *Employer* shall use reasonable endeavours to procure that the incoming contractor will co-operate and support the *Contractor* in fulfilling the requirements of the Exit Management Plan.

3 Phase 1 – prior to contract award: the Assistance Period

- 3.1 Prior to award of a follow-on contract (“**the Assistance Period**”), the *Contractor* shall:

- 3.1.1 provide reasonable assistance, co-operation and support to the *Employer* in relation to the procurement process;
 - 3.1.2 develop and/or update the Exit Management Plan in accordance with this Annex N (*Exit Management*) and otherwise as required;
 - 3.1.3 prepare sufficient data and procedures to enable any incoming contractor to achieve effective mobilisation during the Transition Period.
- 3.2 The *Contractor* shall agree with the *Employer* the information that it will provide to the *Employer's* procurement team to inform companies bidding for the follow-on contract, which shall, as a minimum, include:
- 3.2.1 anonymous TUPE information (known as employee liability information);
 - 3.2.2 a list of current suppliers and their contact details;
 - 3.2.3 a list of services provided within the geographic extent of this Contract; and
 - 3.2.4 any other information determined by the *Employer* to be essential to inform companies bidding for the future contract.
- 3.3 In the event of early termination of this Contract, the *Contractor* shall supply the information referred to in paragraph 3.2 within three (3) months following a request by the *Employer*.
- 3.4 Six (6) months before the anticipated date for contract award of the follow-on contract, each Party shall appoint a suitable representative to serve as its respective transition and exit manager (each an “**Exit Manager**”) to jointly manage the process of exit and transition on a day-to-day basis.
- 3.5 At least three (3) months prior to the expiry of the Contract Period, or as soon as reasonably practicable following notification of termination, the *Contractor* and the *Employer* shall discuss and agree any amendments required to the Exit Management Plan in order to synchronise with any incoming contractor’s mobilisation and implementation programme and any *Employer* tasks and objectives and the *Contractor* shall issue an updated Exit Management Plan to the *Employer* for approval, which shall address, as a minimum, the following activities:
- 3.5.1 the joint establishment of transition governance;
 - 3.5.2 plans to achieve readiness for contract award;
 - 3.5.3 process for the transfer of hard and soft copy data;
 - 3.5.4 development of a record retention and archiving plan;
 - 3.5.5 process for the identification and transfer of GFE;

- 3.5.6 HR matters including TUPE arrangements;
 - 3.5.7 arrangements for supply chain transition;
 - 3.5.8 parallel arrangements with potential incoming contractor;
 - 3.5.9 approach to service and helpdesk cutover;
 - 3.5.10 assurance close out; and
 - 3.5.11 commercial and financial close out.
- 3.6 Once the Exit Management Plan is agreed, the *Contractor* shall manage joint meetings at such intervals as are agreed with the *Employer*, updating the status of the tasks in the Exit Management Plan and identifying any actual or anticipated issues and the actions required to resolve them. The Parties will work together to agree the format of a risk register and update and review it as necessary throughout the Transition Period. The *Contractor* shall produce notes and action logs from these meetings.

4 Phase 2 – contract award to the in-service date: the Transition Period

- 4.1 Within fourteen (14) days of the start of the period commencing on the date of contract award of the follow-on contract and ending on the in-service date of such contract (“**the Transition Period**”), the *Contractor* shall:
- 4.1.1 update the Exit Management Plan to reflect whether the *Contractor* has been awarded the follow-on contract and submit this to the *Employer* for approval and both Parties shall work collaboratively to agree the updated Exit Management Plan; and
 - 4.1.2 draft an effective exit communications plan to be agreed with the *Employer* to enable meaningful messaging to all stakeholders, including End Users and Senior Estate Users and communities, employees and supply partners.
- 4.2 The *Employer* shall use reasonable endeavours to procure that the incoming contractor enters into a confidentiality undertaking with the *Contractor* and will facilitate a dialogue to enable tripartite planning to take place.
- 4.3 The *Contractor* shall review and update the Exit Management Plan regularly throughout the Transition Period to make sure that it remains relevant. The final form of the Exit Management Plan will be agreed between the *Contractor*, the incoming contractor and the *Employer*.
- 4.4 The Exit Management Plan will acknowledge that the incoming contractor will be entitled to carry out a reasonable number of visits during the Transition Period to any Establishment where the *Services* are being delivered, provided adequate notice is given and it does not impact adversely on the delivery of the *Service*.

- 4.5 The *Contractor* shall provide reasonable assistance to the incoming contractor during the Transition Period, including due diligence assistance, provided adequate notice is given and it does not impact adversely on the delivery of the *Service*.
- 4.6 The *Contractor* shall agree a release schedule for the purpose of progressively enabling the incoming contractor during the Transition Period to:
- 4.6.1 assimilate the information provided;
 - 4.6.2 develop its own operating systems and arrangements where appropriate and practical;
 - 4.6.3 install and test these systems in a parallel running phase before taking over the delivery of services.
- 4.7 During the Transition Period, the Contractor shall:
- 4.7.1 disclose any on-going and/or threatened disputes with third parties and use all reasonable endeavours to resolve such disputes prior to the end of the Transition Period;
 - 4.7.2 at the reasonable request of the *Employer*, make personnel available to support the incoming contractor's mobilisation requirements provided that such access does not have a material adverse impact on the *Contractor's* ability to deliver the *Services*;
 - 4.7.3 ensure there is no material reduction to the level of service provided under this Contract and shall maintain a business as usual environment for the *Employer* during all exit activities.
- 4.8 Key deliverable documents to be prepared by the *Contractor* during the Transition Period are:
- 4.8.1 the final Exit Management Plan;
 - 4.8.2 a stakeholder's communications plan;
 - 4.8.3 data schedule(s);
 - 4.8.4 transition risk register;
 - 4.8.5 operational cutover plan; and
 - 4.8.6 assurance cutover plan.

5 Phase 3 – after the in-service date: the Post Contract Period

- 5.1 The *Contractor* shall provide the *Employer* with the name and contact details of its representative who will act as the primary point of contact for all exit related matters

that need to be resolved during the period commencing on the in-service date of the follow-on contract (“**the Post Contract Period**”).

- 5.2 The *Contractor’s* representative will work with the *Employer* to:
- 5.2.1 close out any outstanding service issues (e.g. transfer of records, defects liabilities);
 - 5.2.2 close out any outstanding commercial Issues (e.g. contract transfers, contractual close-out, reconciliations);
 - 5.2.3 continue to interface with incoming contractor for the resolution of outstanding queries;
 - 5.2.4 close out outstanding IT Issues (e.g. IMS interface);
 - 5.2.5 close out any outstanding audit/assurance matters;
 - 5.2.6 agree and implement any requirements concerning record retention and archiving;
 - 5.2.7 provide any final reports, process and such other assistance as may be reasonably requested by the *Employer* in the interest of business continuity; and
 - 5.2.8 provide financial and commercial final accounting.
- 5.3 The *Employer* shall use reasonable endeavours to procure that the incoming contractor provides suitably qualified staff to interact, assist and cooperate with the *Contractor’s* post contract team during the Post Contract Period.

6 Arrangements for the supply and handover of data

- 6.1 From the commencement of the Assistance Period the *Contractor* shall:
- 6.1.1 provide, on request, an up to date register of the data required to enable handover of this Contract;
 - 6.1.2 provide inventories of any *Employer* funded equipment or stores held on behalf of the *Employer*; and
 - 6.1.3 not make any material changes to any IPR and/or software created or used by it in connection with this Contract and/or the provision of the *Services* which may adversely impact the provision of any of the *Services*, or those to be provided under the follow-on contract, without first obtaining the prior written consent of the *Employer* (approval not be unreasonably withheld or delayed).
- 6.2 During the four (4) weeks prior to the commencement of the Transition Period:

- 6.2.1 the *Contractor* shall update the inventories referred to at paragraph 6.1.2;
- 6.2.2 the Parties will work together to agree the contents of the data being maintained and make this available to the incoming contractor, following which such data will be updated as and when changes are required to continue to provide the *Services* in accordance with this Contract.
- 6.3 Within four (4) weeks following the commencement of the Transition Period, the *Contractor* shall issue to the *Employer* and the incoming contractor an updated version of the master records index.
- 6.4 During the Transition Period, the Parties shall work together to agree a formal handover process to cover the transfer of any assets, data, stores and equipment to the incoming contractor, which shall reflect that:
 - 6.4.1 all data and information transfers must be in accordance with the requirements of JSP 440 and processes and procedures will require the approval of the IPT Security Officer prior to transfer;
 - 6.4.2 the *Contractor* shall not release data to the incoming contractor in any format until authorisation for the transfer process has been received from the IPT Security Officer; and
 - 6.4.3 should there be a requirement for data to be electronically transferred, it will be backed up and transferred on a suitable medium in an approved format and transferred in accordance with the requirements of the IPT Security Officer. Hard copy format information will remain in situ on site.
- 6.5 The *Contractor* shall will provide the *Employer* and/or the incoming contractor with copies of key data, which will be in the format of SQL databases or as may be otherwise agreed to make sure it can be read by the incoming contractor's software and to enable the *Employer* to gain access and maintain the data handed over and/or pass it on to the incoming contractor.
- 6.6 The data in the *Contractor's* system shall be maintained in a standard electronic format so that the output can be transferred electronically or in hard copy. It is acknowledged that any specific data migration arrangements will depend on the system, database structure and applications to be used by the incoming contractor, and its IS accreditation, 'Code of Connection', etc. The *Contractor* shall cooperate fully with the *Employer* and the incoming contractor to migrate all the data and assist the incoming contractor in validating the completeness and accuracy of the data following transfer.
- 6.7 Where information is no longer required for operation of this Contract or the follow-on contract, and with prior agreement with the IPT Security Officer, the *Contractor* shall destroy it in accordance with the procedures set out in JSP 440. Upon expiry or termination of this Contract, the *Employer* may request the return or destruction of its data, material, software and equipment and the *Contractor* shall comply with such requests.

7 Employer Property

- 7.1 The *Contractor* shall ensure that all Employer Assets are secured and protected throughout the cutover process until responsibility has clearly transferred to the incoming contractor. The *Contractor* shall continue to protect and secure the Employer Assets until the transfer of that responsibility to the *Employer* or the incoming contractor.
- 7.2 The *Contractor* shall agree a format with the *Employer* for the identification and handover of any Employer Assets. They will return Employer Assets back to the *Employer* or to the incoming contractor as instructed by the *Employer*. Employee Assets shall be returned in a safe condition, in working order and together with any spares held that are the property of the *Employer*.

8 Health, safety and environmental obligations

- 8.1 Subject to the *Employer's* approval, and in accordance with JSP 375 Volume-3, the Contractor shall sign over responsibility for health and safety and environmental matters to the incoming contractor on a given date and time.

9 HR and TUPE

- 9.1 Without prejudice to its obligations under Annex H (*Transfer Regulations*) and Annex I (*Pension Matters*) to Booklet 1 (*Conditions of Contract*), the *Contractor* shall cooperate with the incoming contractor to facilitate its engagement, consultation and communication with its workforce prior to TUPE transfer.
- 9.2 The *Contractor* shall not, from the commencement of the Transition Period, make any material changes to the deployment and number of employees engaged in the provision of *Services* (except for reasons outside of its control) without the consent of the *Employer*.
- 9.3 Subject to the application of the Transfer Regulations, transfer of employees from the *Contractor* to the incoming contractor will occur by agreement between such parties and in accordance with the agreed Exit Management Plan. The *Contractor* shall ensure that all relevant security passes and documentation no longer required are returned to the *Employer* on expiry or earlier termination of this Contract.

10 Supply Contracts

- 10.1 From commencement of the Transition Period, the *Contractor* shall:
- 10.1.1 on request, provide up to date details of key supply chain contracts (including the Key Sub-Contracts) to the *Employer*, save to the extent that such data constitutes commercially sensitive information; and
- 10.1.2 not vary in a material way, nor allow to expire, any of the key supply chain contracts (including the Key Sub-Contracts) or other third party contracts to expire, so far as is reasonably practicable, without the *Employer's* prior consent.

- 10.2 The *Employer* shall not provide any Commercially Sensitive Information to the incoming contractor without the prior consent of the *Contractor*.
- 10.3 The *Contractor* shall use reasonable endeavours to enable the benefits of all warranties, indemnities and similar protections under the third party contracts to be passed to the *Employer* and/or the incoming contractor as the case may be on expiry or earlier termination of this Contract.
- 10.4 The *Contractor* shall be open and honest with its suppliers and inform them of the incoming contractor following notification of award of the follow-on contract and receipt of the incoming contractor's mobilisation proposals. The *Contractor* shall encourage its supply chain to co-operate with the incoming contractor.

11 Contract completion

- 11.1 The *Contractor* shall be considered to have discharged its obligations under this Annex N (*Exit Management*) once all the following tasks are agreed by the *Employer* as complete:
- 11.1.1 service cutover has been achieved;
 - 11.1.2 transition in accordance with the Exit Management Plan has been achieved;
 - 11.1.3 the agreed demobilisation deliverables (e.g. keys, contract data and documents, issued property) have been identified and formally transferred to the incoming contractor and/or the *Employer*;
 - 11.1.4 a final performance report has been submitted and accepted by the *Employer*;
 - 11.1.5 a final assurance report has been submitted and accepted by the *Employer*; and
 - 11.1.6 all outstanding invoices and queries have been resolved.



Defence
Infrastructure
Organisation

Date:

HESTIA MULTI-ACTIVITY CONTRACT

BOOKLET 1: CONDITIONS OF CONTRACT

NORTH REGION

Contract number: DIOCB6/026

NEC 3

TERM SERVICE CONTRACT

April 2013

This document is NEC3 TSC with adoption of relevant Options and then amended to suit the requirements of MOD pursuant to the MOD's licence to use NEC3.

FORM OF AGREEMENT

THIS CONTRACT is made on 2017

BETWEEN

The *Employer* (acting as part of the Crown) and the *Contractor* as defined at Contract Data Part one and Part two respectively.

WHEREAS the *Employer* wishes to have provided the soft facilities management services specified in the Service Information.

NOW IT IS AGREED THAT

1. The *Contractor* shall Provide the Service in accordance with this Contract.
2. The *Employer* shall pay the *Contractor* the amount due in accordance with this Contract.
3. The documents forming this Contract are:
 - 3.1 this Form of Agreement forming part of this Booklet 1 (*Conditions of Contract*);
 - 3.2 the amended NEC Term Service Contract April 2013 (including secondary clauses as specified) as amended under licence by the *Employer* in the form contained in the remainder of this Booklet 1 (*Conditions of Contract*);
 - 3.3 the Contract Data Part one;
 - 3.4 Booklet 3 (*Service Information*), Booklet 4 (*Employer Supplied Information*) and Booklet 2 (*Pricing Information*);
 - 3.5 any other documents included as contract documents which are annexed hereto and initialled by the Parties; and
 - 3.6 the Contract Data Part two and Booklet 5 (*Accepted Plan*).
4. If there is any inconsistency between the provisions of the documents forming this Contract as set out in paragraph 3 immediately above, the conflict shall be resolved according to the descending order of priority as they appear in the list in paragraph 3 above and so that the first mentioned will in each case take priority over those which follow.

IN WITNESS WHEREOF the Parties have executed this Contract on the date set out above:

Signed for and on behalf of
THE SECRETARY OF STATE FOR DEFENCE
by:

.....

Authorised by the Secretary of State

Signed for and on behalf of
CARILLIONARAMARK LIMITED

by:

..... Director

Table of Contents

	Document Control	2
	Form of Agreement	4
	Table of Contents	6
1	General	11
10	Actions	11
11	Identified and defined terms	11
12	Interpretation and the Law	11
13	Communications.....	12
14	The <i>Service Manager</i>	13
15	Freedom of Information Act	14
16	Disclosure of Information.....	15
16A	Data Protection	17
16B	Transparency	19
16C	Publicity.....	20
17	Ambiguities and inconsistencies.....	20
18	Assignment	20
19	Change of Control	21
19A	Waiver.....	22
19B	Severability.....	22
19C	Third Party Rights.....	22
19D	No Partnership, Agency, Crown Immunity	23

19E	Decoupling and Interdependent Contracts.....	23
19F	Contract Changes	24
19G	Joint Working	24
19H	Approval by the <i>Employer</i> or <i>Service Manager</i>	25
2	The <i>Contractor's</i> main responsibilities	25
20	Providing the Service	25
20A	Service Improvement	27
20B	Early warning	28
20C	Performance Management Regime.....	29
20D	Benchmarking	29
21	Works.....	30
22	<i>Contractor</i> presence on Establishments	31
23	Access and Facilities Provided by the <i>Contractor</i>	37
24	People.....	37
25	Working with Others	42
26	Sub-contracting	43
27	Other responsibilities	44
27A	Conflicts of Interest.....	44
27B	Fraud and prevention of corruption.....	45
27C	Corrupt Gifts and Payments of Commission	46
27D	Security Measures.....	47
27E	Discrimination.....	50

27F	Intellectual Property Rights.....	50
27G	Retention and Supply of Records and Data.....	52
27H	Audit.....	54
27I	Timber and Wood-Containing Products Supplied under this Contract	57
27J	Environment and Carbon Management	58
27K	Malicious Software	58
27L	Tax Compliance	59
27M	Supply of Data for Hazardous Articles, Materials and Substances	60
28	Health & Safety	62
29	Employee transfer arrangements on entry and exit	64
3	Time	65
30	Starting and the service period.....	65
31	Timescales.....	65
4	Testing and Defects.....	65
40	Tests and inspections.....	65
41	Correcting Defects.....	66
42	Accepting Defects	66
5	Payment.....	66
50	Assessing the Amount Due	66
51	Payment Under P2P.....	68
52	Disputed Amounts	68
53	Interest	69

54	Value Added Tax.....	70
55	Recovery of Sums Due.....	70
56	Expenses	71
57	Pension Scheme Contributions	71
6	Compensation events.....	71
60	Compensation Events	71
61	Notifying Compensation Events.....	72
62	Quotations for Compensation Events	74
63	Assessing compensation events	75
64	The <i>Service Manager's</i> assessments	76
7	Use of Equipment and Employer Assets.....	76
70	Employer Assets	77
71	Accounting for the property of the Employer.....	78
72	Equipment.....	80
73	Outgoing contractor's stock, assets and equipment.....	81
8	Risks and insurance	82
80	Employer Dependencies	82
80A	Force Majeure Events	84
81	The <i>Contractor's</i> risks.....	85
82	Indemnity.....	86
82A	Limit of Liability.....	86
82B	Indemnity Claims.....	88

83	Insurance cover.....	88
84	Required Insurances	91
9	Termination	95
90	Termination	95
91	Reasons for Termination	97
92	Procedures on Termination	98
93	Payment on termination.....	100
94	Continuing Obligations	102
95	Dispute Resolution	103
96	Parent company guarantee	103
10	Employer Step In.....	103
100	Interpretation	104
101	Measures in a Crisis.....	104
102	<i>Employer</i> Step-In.....	107
103	<i>Employer</i> Step Out.....	108
	CONTRACT DATA.....	110
	Part one – Data provided by the <i>Employer</i>	110
	Part two – Data provided by the <i>Contractor</i>	112

Annexes

A – Defined Terms

B – Change Management Process

C – *Contractor's* Commercially Sensitive Information

- D – Pricing and Quality Representation Letter
- E – DEFFORM 691A
- F – Core Catering Manpower
- G – *Employer* Dependencies
- H – Transfer Regulations
- I – Pension Matters
- J – Parent Company Guarantee
- K – Performance Management Regime
- L – *Employer* Standard Form of Lease
- M – Sub-Contractor Warranty
- N – Exit Management Plan

Term Service Contract

1 General

10 Actions

- 10.1 The *Employer*, the *Contractor* and the *Service Manager* shall act as stated in this Contract and in a spirit of mutual trust and co-operation.

11 Identified and defined terms

- 11.1 In this Contract:

11.1.1 terms and phrases defined in Annex A (*Defined Terms*) shall have the meanings given to them in that Annex and are used in this Contract with capital initials; and

11.1.2 terms defined in the Contract Data are used in this Contract in italics.

12 Interpretation and the Law

- 12.1 In this Contract, except where the context shows otherwise:

12.1.1 words in the singular also mean in the plural and the other way round and words in the masculine also mean in the feminine and neuter;

12.1.2 a reference to any Clause, Sub-clause, Part, Paragraph, Module, Appendix, Leaflet or Annex is, except where it is expressly stated to the contrary, a reference to such Clause, Sub-clause, Part, Paragraph, Module, Appendix, Leaflet or Annex of this Contract;

12.1.3 words preceding "include", "includes", "including" and "included" shall be construed without limitation by the words which follow those words;

12.1.4 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Central Government Body;

12.1.5 the words "day" and "month" mean calendar day and calendar month unless otherwise stated;

12.1.6 any references to time shall be to London local time, unless otherwise stated;

12.1.7 the phrase "reasonable endeavours" shall be taken to mean "an obligation to do whatever could reasonably be done in the circumstances to fulfil the obligation concerned by:

- (a) a responsible and reasonably funded contractor acting in accordance with Good Industry Practice (in the case of the *Contractor*); or

(b) a responsible customer receiving the *service* (in the case of the *Employer*)”;

12.1.8 references to any statutes or statutory provisions will be construed as references to the same as they may be amended from time to time amended, modified or re-enacted; and

12.1.9 headings of clauses and sub-clauses are for convenience only and do not affect the interpretation of this Contract.

12.2 This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the Law of England and Wales.

12.3 Without prejudice to the dispute resolution process set out in Clause 95 (*Dispute Resolution*) each Party hereby irrevocably submits and agrees to the exclusive jurisdiction of the courts of England and Wales to resolve any actions, proceedings, controversy or claim (including non contractual disputes or claims) of whatever nature arising out of or relating to this Contract or breach thereof.

12.4 Other jurisdictions may apply solely for the purpose of giving effect to this Clause and for the enforcement of any judgement, order or award given under English jurisdiction.

12.5 This Contract constitutes the entire agreement between the Parties and supersedes any previous agreements, assurances, warranties, representations and understandings between the Parties for the *service*. Any works undertaken by the *Contractor* prior to the date of this Contract will be deemed to have been undertaken pursuant to the terms of this Contract.

12.6 Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Contract.

13 Communications

13.1 Each notice, instruction, certificate, submission, proposal, record, acceptance, notification, reply and other communication relating to this Contract (a “**Communication**”) shall be communicated in a form which can be read, copied and recorded. Writing will be in the *language of this Contract*.

13.2 A Communication will be effective when it is deemed to have been received in accordance with Clause 13.3 (*Communications*).

13.3 A Communication shall be deemed to have been received:

13.3.1 if delivered by hand, on the day of delivery if it is a Working Day and otherwise on the first Working Day immediately following the day of delivery;

- 13.3.2 if sent by first-class prepaid post (or airmail, if appropriate), on the third Working Day (or on the tenth Working Day, in the case of airmail) after the day of posting;
- 13.3.3 if sent by facsimile, telex or other electronic means:
- (a) if transmitted between 09.00 and 17:00 hours on a Working Day (recipient's time) on completion of receipt by the sender of verification of the transmission from the receiving instrument; or
 - (b) if transmitted at any other time, at 09.00 on the first Working Day (recipient's time) following the completion of receipt by the sender of verification of the transmission from the receiving instrument.
- 13.4 The addresses (including electronic addresses) of each Party to which all Communications shall be sent are those specified in the Contract Data, or such other address as either Party may by written Communication specify to the other for the purpose of this Clause 13 (*Communications*).
- 13.5 The *Service Manager* shall reply to a Communication submitted or resubmitted to him by the *Contractor* for acceptance. If his reply is not acceptance, the *Service Manager* shall state his reasons and the *Contractor* shall resubmit the Communication within the *period for reply* taking account of these reasons. A reason for withholding acceptance may include that more information is needed in order to assess the *Contractor's* submission fully.
- 13.6 The *Service Manager* may extend the *period for reply* to a Communication if the *Service Manager* and the *Contractor* agree to the extension before the reply is due. The *Service Manager* shall notify the *Contractor* of the extension which has been agreed.
- 13.7 A notification which this Contract requires will be communicated separately from other Communications.
- 13.8 The *Service Manager* may withhold acceptance of a submission by the *Contractor*. Withholding acceptance for a reason stated in this Contract is not a Compensation Event in accordance with Clause 60.1 (*Compensation Events*).

14 The Service Manager

- 14.1 The *Service Manager's* acceptance of a Communication from the *Contractor* or of his work does not change the *Contractor's* responsibility to Provide the Service or his liability for his plan or his design.
- 14.2 The *Service Manager*, after notifying the *Contractor*, may delegate any of his actions and may cancel any delegation. A reference to an action of the *Service Manager* in this Contract includes an action by his delegate.
- 14.3 The *Service Manager* may give an instruction to the *Contractor* by way of a Change Request in accordance with the Change Management Process

which changes the Service Information (including removing an Establishment from the *service*). This does not constitute a Compensation Event in accordance with Clause 60.1 (*Compensation Events*) but the effect on the Prices (if any) will be determined in accordance with the Change Management Process.

- 14.4 The *Employer* may replace the *Service Manager* after he has notified the *Contractor* in writing of the name of the replacement.

15 Freedom of Information Act

For the purposes of this Clause 15 (*Freedom of Information Act*):

"**Information**" has the meaning given under section 84 of the FOIA; and

"**Requests for Information**" means a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations.

- 15.1 The *Contractor* acknowledges that the *Employer* is subject to the requirements of the code of practice on access to government information, the FOIA and the Environmental Information Regulations and shall assist and co-operate with the *Employer* to enable the *Employer* to comply with its Information disclosure obligations.

- 15.2 The *Contractor* shall

15.2.1 forward (and procure that the Contractor Related Parties forward) to the *Service Manager* all Requests for Information that it receives as soon as practicable and in any event within one week of receiving a Request for Information;

15.2.2 provide (and procure that the Contractor Related Parties provide) the *Service Manager* with a copy of all Information in its possession or power in the form that the *Service Manager* requires within five (5) Working Days (or such other period as the *Service Manager* may specify) of the *Service Manager's* request; and

15.2.3 provide (and procure that the Contractor Related Parties provide) all necessary assistance as reasonably requested by the *Service Manager* to enable the *Employer* to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.

- 15.3 The *Employer* is responsible for determining in its absolute discretion whether:

15.3.1 the Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of the Code of Practice on Access to Government Information, the FOIA or the Environmental Information Regulations; and

15.3.2 whether Information is to be disclosed in response to a Request for Information.

- 15.4 The *Contractor* shall not respond directly to a Request for Information unless expressly authorised to do so by the *Employer*.
- 15.5 The *Contractor* acknowledges that the *Employer* may be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the *Contractor* or the *service* without consulting the *Contractor* or having taken their views into account. Where the *Employer* does not consult with the *Contractor*, the *Employer* shall take reasonable steps, where appropriate, to give the *Contractor* advanced notice or draw the disclosure to the *Contractor's* attention after any such disclosure.
- 15.6 The *Contractor* shall ensure that all Information is retained for disclosure in accordance with Annex C (*Contractor's Commercially Sensitive Information*) to this Booklet 1 (*Conditions of Contract*) and permit the *Service Manager* and/or the *Employer* to inspect such records as requested from time to time.
- 15.7 The *Contractor* acknowledges that the Commercially Sensitive Information listed in Annex C (*Contractor's Commercially Sensitive Information*) to this Booklet 1 (*Conditions of Contract*) is of indicative value only and that the *Employer* may be obliged to disclose Information, with or without consultation.

16 Disclosure of Information

- 16.1 Subject to Clauses 16.6 and 16.7, the *Contractor* shall:
- 16.1.1 treat in confidence all Information it receives from the *Employer*;
- 16.1.2 not disclose any of that Information to any third party without the prior written consent of the *Employer*, which consent will not unreasonably be withheld, except that the *Contractor* may disclose Information in confidence, without prior consent, to such persons and to such extent as may be necessary for the performance of this Contract;
- 16.1.3 not use any of that Information otherwise than for the purpose of this Contract; and
- 16.1.4 not copy any of that Information except to the extent necessary for the purpose of exercising its rights of use and disclosure under this Contract.
- 16.2 The *Contractor* hereby gives irrevocable consent for the *Employer* to disclose any Information it receives from the *Contractor* (including Confidential Information) and the details of this Contract:
- 16.2.1 to any party appointed as *Service Manager* in respect of this Contract so far as necessary for the purpose of enabling the *Service Manager* to carry out the activities and tasks to be undertaken by the *Service Manager* under this Contract;
- 16.2.2 on a confidential basis:
- (a) to any central Government body for any proper purpose of the *Employer* or of the relevant central Government body;

- (b) to a professional advisor, consultant, supplier or other person engaged by any of the entities described in Clause 16.2.2(a) (including any benchmarking organisation) for any purpose relating to or connected with this Contract;
- (c) for the purpose of the exercise of any of its rights under this Contract; or
- (d) to a proposed successor body of the *Employer* in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under this Contract,

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or agreement containing terms no less stringent than those placed on the *Employer* under this Clause 16 (*Disclosure of Information*);

16.2.3 to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement; and/or

16.2.4 to the extent that the *Employer* (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions.

16.3 The *Contractor* hereby agrees upon receipt of notice from the *Employer* to disclose any Information (including Confidential Information) which the *Contractor* is required to disclose to the *Employer* under the terms of this Contract to any party appointed as *Service Manager* in respect of this Contract so far as necessary for the purpose of enabling the *Service Manager* to carry out the activities and tasks to be undertaken by the *Service Manager* under this Contract.

16.4 The *Contractor* shall take all reasonable precautions necessary to ensure that all Information disclosed to the *Contractor* by or on behalf of the *Employer* under or in connection with this Contract:

16.4.1 is disclosed to Personnel only to the extent necessary for the performance of this Contract; and

16.4.2 is treated in confidence by them and not disclosed except with prior written consent of the *Employer* or used otherwise than for the purpose of performing the *service* or having work performed for the *Employer* under this Contract or any Sub-Contract.

16.5 The *Contractor* shall ensure that the Personnel are aware of its arrangements for discharging the obligations at Clauses 16.1 to 16.4 (inclusive) before they receive Information and will take such steps as may be reasonably practical to enforce such arrangements.

16.6 Clauses 16.1 to 16.4 (inclusive) will not apply to any Information to the extent that the *Contractor*.

16.6.1 is required to disclose such Information pursuant to any statutory, legal (including any order of a court of competent jurisdiction) or Parliamentary obligation placed upon it;

16.6.2 has the right to use or disclose the Information in accordance with this Contract; or

16.6.3 can show:

- (a) that the Information was or has become published or publicly available for use otherwise than in breach of any provision of this Contract or any other agreement between the Parties;
- (b) that the Information was already known to it (without restrictions on disclosure or use) prior to it receiving it under or in connection with this Contract;
- (c) that the Information was received without restriction on further disclosure from a third party who lawfully acquired it and who is himself under no obligation restricting its disclosure; or
- (d) from its records that the same information was derived independently of that received under or in connection with this Contract,

provided the relationship to any other Information is not revealed.

16.7 Where a disclosure is made pursuant to Clause 16.6.1, the *Contractor* shall ensure that the recipient of the Information is made aware of and asked to respect its confidentiality. Such disclosure will in no way diminish the obligations of the *Contractor* under this Clause.

16.8 Nothing in this Clause 16 (*Disclosure of Information*) will affect the *Contractor's* obligations of confidentiality where information is disclosed orally in confidence.

16.9 The *Contractor* agrees that damages may not be an adequate remedy for any breach of this Clause 16 (*Disclosure of Information*) and that the *Employer* may be entitled to remedies of injunction, specific performance and any other appropriate equitable relief for any threatened or actual breach of this Clause 16 (*Disclosure of Information*).

16A Data Protection

16A.1 General

16A.1.1 In relation to all Personal Data, the *Contractor* shall at all times comply with the DPA as required under the DPA as a data controller (as defined in Section 1 of the DPA), including maintaining a valid and up to date registration or notification under the DPA covering the data processing to be performed in connection with the *service* and shall not act in such a way as to cause the *Employer* to breach any of its obligations under the DPA.

16A.1.2 The *Contractor* and/or any Contractor Related Party shall only undertake processing of Personal Data reasonably required in order to Provide the Service and shall not transfer any such Personal Data to any country or territory outside the European Economic Area.

16A.2 No Disclosure

16A.2.1 Without prejudice to Clause 16 (*Disclosure of Information*), the *Contractor* shall not disclose Personal Data to any third parties other than:

- (a) to Personnel to whom such disclosure is reasonably necessary in order to Provide the Service; or
- (b) to the extent required under the DPA and/or a court order,

provided that disclosure under Clause 16A.2.1(a) is made subject to written terms substantially the same as, and no less stringent than, the terms contained in this Clause 16A.2 (*No Disclosure*) and that the *Contractor* shall notify the *Service Manager* of any disclosure of Personal Data which either the *Contractor* or a Sub-Contractor is required to make under Clause 16A.2.1(b) immediately upon becoming aware of such a requirement.

16A.2.2 The *Contractor* shall bring into effect and maintain all appropriate technical and organisational measures to prevent unauthorised or unlawful processing of Personal Data and accidental loss or destruction of, or damage to, Personal Data in accordance with the seventh data protection principle of the DPA including taking reasonable steps to ensure that Personnel having access to the Personal Data are aware of their responsibilities in relation to that data. Such measures and steps shall be appropriate to the harm which might result from any unauthorised or unlawful processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected.

16A.2.3 The *Contractor* shall ensure that all Personnel who are required to access the Personal Data are informed of the confidential nature of the personal data and comply with the obligations set out in this Clause 16A (*Data Protection*).

16A.2.4 The *Service Manager* and/or the *Employer* may, at reasonable intervals, request a written description of the technical and organisational methods employed by the *Contractor* and/or the Contractor Related Parties referred to in this Clause 16.2A. Within 20 (twenty) Working Days of such a request, the *Contractor* shall supply written particulars of all such measures detailed to a reasonable level such that

the *Employer* can determine whether or not, in connection with the Personal Data, it is compliant with the DPA.

16A.2.5 The *Contractor* shall:

- (a) notify the *Employer* (within five (5) Working Days) if it receives:
 - (i) a request from a Data Subject to have access to that person's Personal Data; or
 - (ii) a complaint or request relating to the *Employer's* obligations under the DPA; and
- (b) provide the *Employer* with full cooperation and assistance in relation to any such request or complaint made, including by:
 - (i) providing the *Employer* with full details of the complaint or request;
 - (ii) complying with a data access request within the relevant timescales set out in the DPA and in accordance with the *Employer's* instructions;
 - (iii) providing the *Employer* with any Personal Data it holds in relation to a Data Subject (within the timescales required by the *Employer*); and
 - (iv) providing the *Employer* with any information requested by the *Employer*.

16A.3 Indemnity by the Contractor

The *Contractor* shall, indemnify and keep indemnified the *Employer* against all losses, claims, damages, liabilities, costs and expenses (including reasonable legal costs) incurred by it in respect of any breach of this Clause 16A (*Data Protection*) by the *Contractor* and/or any Contractor Related Party.

16B Transparency

16B.1 Notwithstanding any other term of this Contract the *Contractor* acknowledges that the *Employer* may publish the Transparency Information to the general public. The *Contractor* shall assist and co-operate with the *Employer* to enable the *Employer* to publish the Transparency Information.

16B.2 Before publishing the Transparency Information to the general public in accordance with Clause 16B.1 above, the *Employer* shall redact any information that would be exempt from disclosure if it was the subject of a request for information under the FOIA or the Environmental Information Regulations, including the *Contractor* Commercially Sensitive Information.

16B.3 The *Employer* may consult with the *Contractor* before redacting any information from the Transparency Information in accordance with Clause 16B.2. The *Contractor* acknowledges and accepts that its representations on redactions during consultations may not be determinative and that the decision whether to redact information is a matter in which the *Employer* will exercise its own discretion, subject always to the FOIA or the Environmental Information Regulations.

16C Publicity

16C.1 The *Contractor* shall not (and shall procure that no Contractor Related Party shall):

16C.1.1 communicate with representatives of the press, television, radio or other communications media on any matter concerning this Contract or the *service*;

16C.1.2 photograph or film in or upon any Establishment;

16C.1.3 erect or exhibit on any part of any Establishment any signs or trade boards; or

16C.1.4 exhibit or attach to any part of any Establishment any notice or advertisement,

unless the *Employer* has given its prior written consent or as otherwise required to comply with any Law.

17 Ambiguities and inconsistencies

17.1 The *Service Manager* or the *Contractor* shall notify the other as soon as either becomes aware of any ambiguity, mistake, inaccuracy, discrepancy or omission in the design of the *service* or in the Service Information or any other document forming part of this Contract.

17.2 The *Service Manager* shall give an instruction as to how the ambiguity, mistake, inaccuracy, discrepancy or omission is to be dealt with. Compliance with such an instruction by the *Contractor* will not constitute a Compensation Event.

17.3 The *Contractor* shall not be entitled to any additional payment or reimbursement in respect of:

17.3.1 any instruction given pursuant to Clause 17.2; or

17.3.2 the ambiguity, mistake, inaccuracy, discrepancy or omission in relation to which such instruction was given.

18 Assignment

The *Contractor* shall not give, bargain, sell, assign, or otherwise dispose of this Contract or any part thereof, or the benefit or advantage of this Contract or any part thereof, without the previous consent in writing of the *Employer*.

The *Employer* may assign the benefit of the whole or any part of this Contract at any time without the prior consent of the *Contractor*.

19 Change of Control

19.1 The *Contractor* shall advise the *Employer*, as soon as practicable, in writing of any Change of Control. The *Contractor* shall not be required to submit any advice which is unlawful or is in breach of either any pre-existing non-disclosure agreement or any regulations governing the conduct of the *Contractor* and/or the *Guarantor* (as appropriate) in the UK or other jurisdictions where the *Contractor* and/or the *Guarantor* (as appropriate) may be subject to legal sanction arising from issue of such advice.

19.2 Each advice given pursuant to Clause 19.1 (*Change of Control*) will be taken to be in respect of all contracts with the *Employer* and the *Contractor* shall submit a copy of each advice to:

Mergers and Acquisitions Section

Supplier Relations Team

#6225

Oak West Level 2

MOD Abbey Wood

Bristol BS34 8QJ

19.3 Advice by the *Contractor* of any Change of Control will not prejudice the existing rights of the *Employer* or the *Contractor* under this Contract nor create or imply any rights of either the *Contractor* or the *Employer* additional to the *Employer's* right to receive that information.

19.4 If at any time the *Guarantor* ceases to be the parent company of the *Contractor*, following a Change of Control of the *Contractor* or the *Guarantor*, the *Contractor* shall, within 20 (twenty) Working Days of the request by the *Employer*:

19.4.1 procure that a replacement Parent Company Guarantee substantially in the form set out in Annex J (*Parent Company Guarantee*) to this Booklet 1 (*Conditions of Contract*) is executed by the *Contractor's* new parent company (the "**New Parent Company**"); and

19.4.2 where the New Parent Company is incorporated outside of the United Kingdom, a legal opinion in a form reasonably acceptable to the *Employer* from a legal advisor qualified to practice in the jurisdiction in which the New Parent Company is established and has its office, the content of which shall include:

(a) the corporate status of the New Parent Company;

- (b) the capacity and authority of the New Parent Company to execute and perform the replacement Parent Company Guarantee;
- (c) confirmation of the legal validity and enforceability of the replacement Parent Company Guarantee; and
- (d) confirmation of the validity of the governing law and jurisdiction of the replacement Parent Company Guarantee.

19.5 Where the Change of Control is to an Unsuitable Third Party or where the *Contractor* is in breach of the provisions of this Clause 19, the *Employer* may terminate the employment of the *Contractor* under this Contract in accordance with Clause 90 (*Termination*) at any time during the Contract Period.

19A Waiver

19A.1 No act or omission of either Party will by itself amount or be deemed to amount to a waiver of any right or remedy provided under this Contract or otherwise at Law unless expressly stated by that Party in writing, nor will it prevent or restrict the future exercise of that or any other right or remedy. In particular, no reasonable delay in exercising any right or remedy, will by itself constitute a waiver of that right or remedy.

19A.2 No waiver in respect of any right or remedy will operate as a waiver in respect of any other right or remedy.

19B Severability

19B.1 If any provision of this Contract is held to be invalid, illegal or unenforceable to any extent then:

19B.1.1 such provision will (to the extent it is invalid, illegal or unenforceable) be given no effect and will be deemed not to be included in this Contract but without invalidating any of the remaining provisions of this Contract; and

19B.1.2 the Parties will use all reasonable endeavours to replace the invalid, illegal or unenforceable provision by a valid, legal and enforceable substitute provision the effect of which is as close as possible to the intended effect of the invalid, illegal or unenforceable provision.

19C Third Party Rights

19C.1 Except as provided in Clause 19C.2 (*Third Party Rights*) and notwithstanding anything to the contrary elsewhere in this Contract, no right is granted to any person who is not a party to this Contract to enforce any term of this Contract in his own right and the Parties to this Contract declare that they have no intention to grant any such right.

19C.2 Where, and only where, a clause in this Contract expressly states that a third party will be entitled to enforce a term of this Contract:

- 19C.2.1 the said third party will be entitled to enforce that term in his own right;
- 19C.2.2 the *Contractor* shall inform the said third party as soon as is reasonably practicable of the existence of the relevant right together with any other terms (including the terms of this Clause 19C (*Third Party Rights*)) relevant to the exercise of that right;
- 19C.2.3 the third party's rights will be subject to any provision in this Contract that:
- (a) provides for the submission of disputes under this Contract generally or the said rights in particular to arbitration; or
 - (b) stipulates the Law and jurisdiction that will govern this Contract.
- 19C.3 The Parties' rights to rescind or agree any variation under this Contract are not subject to the consent of any other party.

19D No Partnership, Agency, Crown Immunity

- 19D.1 Nothing in this Contract or otherwise shall be held, implied or deemed to constitute a partnership, joint venture or other association between the Parties.
- 19D.2 Save as otherwise expressly provided in this Contract, the *Contractor* shall not be deemed to be an agent of the *Employer* and the *Contractor* shall not hold itself out as having authority or power to bind the *Employer* in any way.
- 19D.3 For the avoidance of doubt, the *Contractor* shall not have the benefit of any Crown immunity and, unless otherwise agreed by the *Employer*, shall apply for and obtain all Necessary Consents which the *Contractor* would otherwise be obliged to obtain under any Law on the basis that the *Contractor* does not have the benefit of any Crown immunity.

19E Decoupling and Interdependent Contracts

Decoupling

- 19E.1 If the *Contractor* has entered or will enter into any other contract with the Crown relating in any way to the subject matter of this Contract, then, no breach by the Crown of that other contract nor any other act or omission nor any written or oral statement nor any representation whatsoever of or by the Crown its servants or agents or other contractors relating to or connected with any other contracts as aforesaid will, regardless of any negligence on its part or their part:
- 19E.1.1 give the *Contractor* any right under this Contract to a Compensation Event or any other relief or remedy whatsoever against the *Employer*;

- 19E.1.2 affect, modify, reduce or extinguish either the obligations of the *Contractor* or the rights or remedies of the *Employer*; or
- 19E.1.3 be taken to amend, add to, delete or waive any term or condition of this Contract.

Interdependent Contracts

- 19E.2 If, as a result of any default, negligence and/or breach by the *Contractor* of any of its obligations under or pursuant to any contracts with the *Employer*, the *Employer* is unable to comply with any or all of its obligations under Clause 80.1 (*Employer Dependencies*) then, notwithstanding any other provision of this Contract:
 - 19E.2.1 such failure by the *Employer* to comply with those obligations shall not be treated as an Employer Dependency Failure for the purposes of this Contract provided that the *Employer* has used its reasonable endeavours to mitigate such failure; and
 - 19E.2.2 the *Contractor* shall not be entitled to any relief and/or compensation of whatever nature (including any adjustment to the Prices) and howsoever arising in respect of such failure by the *Employer* to comply.

19F Contract Changes

- 19F.1 Any Changes may only be made in accordance with the Change Management Process and the Parties shall comply with the provisions of Annex B (*Change Management Process*) to this Booklet 1 (*Conditions of Contract*).
- 19F.2 If the scope of the *service* is reduced (including by the removal of an Establishment) as a result of a Change, the *Employer* may appoint another *Contractor* to carry out any part of the *service* that has been so reduced or removed.
- 19F.3 Any purported amendment to this Contract which does not satisfy the terms of this Clause 19F (*Contract Changes*) will be of no effect.
- 19F.4 The *Contractor* acknowledges that where a Change meets the criteria set out in sub-sections (a) to (c) of s.14(5) of the Defence Reform Act 2014 (the “**DFA**”), as interpreted in accordance with the Single Source Contract Regulations 2014 (the “**SSC Regulations**”), the *Employer* is entitled to request that following the Change this Contract is to be a “qualifying defence contract” for the purposes of the DFA and that the terms of the DFA and the SSC Regulations apply accordingly.

19G Joint Working

- 19G.1 Each Party agrees to co-operate with the other Party in the fulfilment of the purposes and intent of this Contract. Neither Party shall be under any obligation to perform any of the other’s obligations under this Contract.

19G.2 The Parties shall work together in an open and honest environment with the aim of developing collaborative working principles and achieving successful partnering.

19G.3 As part of the *Contractor's* compliance with its obligations under Clause 19G.2 (*Joint Working*), the *Contractor* shall:

19G.3.1 implement the principles of BS11000;

19G.3.2 attend a joint breakthrough event with the *Employer* during Mobilisation, at a time and place to be agreed between the Parties; and

19G.3.3 work with the *Employer* during Mobilisation to develop and, prior to the In Service Date, agree the final form of, the Relationship Management Plan (which shall include a charter of appropriate behaviour to be applied in the Provision of the Service) with the *Employer*.

19H Approval by the *Employer* or *Service Manager*

19H.1 Except for a confirmation of a Change pursuant to Annex B (*Change Management Process*) to this Booklet 1 (*Conditions of Contract*) which expressly changes the *Contractor's* obligations or liabilities or the *Employer's* or the *Service Manager's* rights under this Contract, no review, comment or approval by the *Employer* or *Service Manager* shall operate to exclude or limit the *Contractor's* obligations or liabilities or the *Employer's* or the *Service Manager's* rights under this Contract.

19H.2 Neither the giving of any approval, consent, examination, acknowledgement, knowledge of the terms of any agreement or document nor the review of any document or course of action by or on behalf of the *Employer* or the *Service Manager* shall, unless otherwise expressly stated in this Contract, relieve the *Contractor* of any of its obligations under this Contract or of any duty which the *Contractor* may have under this Contract to ensure the correctness, accuracy or suitability of the matter or thing which is the subject of the approval, consent, examination, acknowledgement or knowledge.

2 The *Contractor's* main responsibilities

20 Providing the Service

20.1 The *Contractor* shall Provide the Service in accordance with:

20.1.1 the Service Information;

20.1.2 the Accepted Plan;

20.1.3 Good Industry Practice;

20.1.4 all Necessary Consents;

20.1.5 Law;

- 20.1.6 British standards which are relevant to the *service*; and
- 20.1.7 all responsibilities of the *Contractor* in this Contract.
- 20.2 In Providing the Service, the *Contractor* shall minimise the interference caused to the Establishments and the activities taking place in them.
- 20.3 The *Contractor* shall obtain and comply with all Necessary Consents.
- 20.4 The *Contractor* shall provide continual supervision of the *service* and perform and provide everything necessary for the organisation and co-ordination of the *service* between the Contractor Related Parties and Others.
- 20.5 The obligations in Clauses 20.1 to 20.4 (*Providing the Service*) are independent obligations and the fact that the *Contractor* has complied with one or more of such obligations will not be a defence to an allegation that the *Contractor* has not satisfied any other obligation.
- 20.6 Except as expressly provided for in this Contract, the *Contractor* acknowledges that:
- 20.6.1 the *Employer* has delivered or made available to the *Contractor* all of the information and documents that the *Contractor* considers necessary or relevant for the performance of its obligations under this Contract;
- 20.6.2 it has made its own enquiries to satisfy itself as to the accuracy and adequacy of any information supplied to the *Contractor* by or on behalf of the *Employer* prior to the Contract Date (the “**Due Diligence Information**”);
- 20.6.3 it has satisfied itself (whether by inspection or having raised all relevant due diligence questions with the *Employer* before the Contract Date) of all relevant details relating to:
- (a) the requirements of the *service*;
 - (b) the suitability of the Establishments;
 - (c) the operating processes and procedures and the working methods of the *Employer*;
 - (d) the ownership, functionality, capacity, condition and suitability for use in the *service* of the Employer Assets provided at the Contract Date;
 - (e) any existing contracts (including any licences, support, maintenance and other agreements relating to the Establishments) referred to in the Due Diligence Information which may be managed by the *Contractor*, or which the *Contractor* may require the benefit of, in order to Provide the Service;

- (f) all risks, conditions, contingencies and circumstances;
and
- 20.6.4 it will not be entitled to rely upon any survey, report or other document prepared by or on behalf of the *Employer* and the *Employer* makes no representation or warranty as to the accuracy or completeness of any such survey, report or document or any representation or statement whether negligently or otherwise made therein.
- 20.7 The *Contractor* shall not be excused from the performance of any of its obligations under this Contract on the grounds of, nor shall the *Contractor* be entitled to a Compensation Event or any other relief or remedy whatsoever against the *Employer* as a result of:
 - 20.7.1 any unsuitable aspects of the Establishments;
 - 20.7.2 any misinterpretation of the requirements of the *service*;
 - 20.7.3 any failure by the *Contractor* to discover or foresee any condition, risk, contingency or circumstance (whether the same ought reasonably to have been discovered or foreseen or not) which may influence or affect the *service*; and/or
 - 20.7.4 any failure by the *Contractor* to satisfy itself as to the accuracy and/or adequacy of the Due Diligence Information.
- 20.8 The *Contractor* acknowledges that nothing in this Contract shall operate to prevent the *Employer* from instructing any third party to provide services at any Establishment(s) which are the same or similar to the *Services*.

20A Service Improvement

- 20A.1 The *Contractor* shall have an ongoing obligation throughout the *service period* to identify new or potential improvements to the *service* in accordance with this Clause 20A (*Service Improvement*). As part of this obligation, the *Contractor* shall identify and report to the *Employer* at each six monthly Regional Performance Review Meeting on:
 - 20A.1.1 the emergence of new and evolving relevant technologies which could improve the *service* and those technological advances potentially available to the *Contractor* and the *Employer* which the Parties may wish to adopt;
 - 20A.1.2 new or potential improvements to the *service* including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the *service*;
 - 20A.1.3 new or potential improvements to the interfaces or integration of the *service* with other services provided by third parties or the *Employer* which might result in efficiency or productivity gains or in reduction of operational risk;

- 20A.1.4 changes in business processes and ways of working that would enable the *service* to be delivered at lower costs and/or greater benefits to the *Employer*; and/or
- 20A.1.5 changes to the IT environment, business processes and ways of working that would enable reductions in the total energy consumed annually in Providing the Service.
- 20A.2 The *Contractor* shall ensure that the information that it provides to the *Employer* shall be sufficient for the *Employer* to decide whether any improvement should be implemented. The *Contractor* shall provide any further information that the *Employer* requests.
- 20A.3 If the *Employer* wishes to incorporate any improvement identified by the *Contractor*, the *Employer* shall do so in accordance with the Change Management Process.

20B Early warning

- 20B.1 The *Contractor* and the *Service Manager* shall give an early warning (an “**Early Warning**”) by notifying the other as soon as either becomes aware of any matter which could
 - 20B.1.1 increase the *Contractor’s* costs in providing the *service* or any part of the *service*;
 - 20B.1.2 interfere with the timing of the *service*; or
 - 20B.1.3 impair the effectiveness of the *service*,
 save for where the matter is the subject of an existing Compensation Event of which notification has been made in accordance with Clause 61 (*Notifying Compensation Events*).
- 20B.2 The *Contractor* shall enter Early Warnings in the Risk Register.
- 20B.3 Early Warnings notified in accordance with Clause 20B.1 (*Early Warnings*) will be considered at the Performance Review Meetings. Either Party may instruct other people to attend if the *Service Manager* agrees but for the avoidance of doubt the *Contractor* will be deemed to have agreed to the attendance of the *Employer* at any such meetings.
- 20B.4 At a Performance Review Meeting, those who attend shall co-operate in:
 - 20B.4.1 making and considering proposals for how the effect of the registered risks can be avoided or reduced;
 - 20B.4.2 seeking solutions that will bring advantage to all those who will be affected;
 - 20B.4.3 deciding on the actions which will be taken and who, in accordance with this Contract, will take them; and

20B.4.4 deciding which risks have now been avoided or have passed and can be removed from the Risk Register.

20B.5 The *Contractor* shall revise the Risk Register to record the decisions made at each Performance Review Meeting and issue the revised Risk Register for the approval of the *Service Manager*. If a decision needs a Change to the Service Information, the *Service Manager* shall instruct the Change as soon as reasonably possible in accordance with the Change Management Process. No decision taken at a Performance Review Meeting and/or change to the Risk Register will operate to change the contractual allocation of risk hereunder or the obligations of the *Employer* or the *Service Manager* or a Head of Establishment, unless specifically instructed otherwise in writing by the *Service Manager*.

20C Performance Management Regime

20C.1 The *Contractor* shall monitor its performance (and the performance of any other person or party for whom it is responsible) in the delivery of the *service* in accordance with the Performance Management Regime and shall provide the *Service Manager* with relevant particulars of its or their performance which fail to meet the requirements or standards as specified therein or elsewhere in this Contract.

20C.2 The *Employer* may at all reasonable times observe, inspect and satisfy itself as to the adequacy of the *Contractor's* monitoring of performance pursuant to the Performance Management Regime and/or as set out elsewhere in the Service Information including carrying out any sample checks or other auditing the *Employer* requires.

20C.3 The *Employer* shall have the right to make deductions and/or temporarily withhold payment, depending on the performance of the *service*, in accordance with, and as more particularly set out in, the Performance Management Regime.

20D Benchmarking

20D.1 The *Contractor* shall purchase all food, beverages and consumables supplies to support the outputs of this Contract. The actual cost of such supplies (the “**Input Prices**”) is to be made available to the *Employer* through open book accounting and or by submission on request to the *Employer* or an independent industry benchmark price index specialist as the *Employer* (acting reasonably) nominates (the “**Nominee**”). The *Contractor* warrants that its Input Prices will be 5% below the equivalent prices in the benchmark price index for the duration of this Contract.

20D.2 Across a range of representative high use or high value items (“**the Sample**”) as determined by the *Employer* or the Nominee, the *Employer* or the Nominee will review the Input Prices against the benchmark price index (comparing like for like products sourced at equivalent volumes) at 3 or 6 monthly intervals at the *Employer's* sole discretion. The *Employer* shall provide the *Contractor* with a report detailing the findings of the benchmarking exercise. In the event that all or some of the Input Prices for the items in the Sample exceed the equivalent prices in the benchmark price

index then the *Employer* shall have the right to recover from the *Contractor* a sum representing the sum of input costs for the relevant items multiplied by the percentage exceedance demonstrated through the benchmarking exercise for the 3 or 6 monthly period examined. The sum of input costs is calculated by taking the volume during the period examined of each relevant item multiplied by its Input Price and totalling them all together.

- 20D.3 Any sum due to the *Employer* under Clause 20D.2 (*Benchmarking*) can be mitigated in whole or in part by a sum representing the sum of input costs for any items whose Input Prices were even less than 5% below the benchmark price index. The sum of input costs is calculated by taking the volume during the period examined of each relevant item multiplied by its Input Price and totalling them all together.
- 20D.4 In the event that the *Employer* determines at its sole discretion that the quantity and or quantum of exceedance of the Sample gives cause for a more thorough benchmarking exercise across a larger sample or the entire range of supplies Input Prices the Nominee will be instructed by the *Employer* to carry out of further fuller benchmarking exercise at the *Contractor's* expense under the terms of Clause 20D.2 (*Benchmarking*), Clause 20D.3 (*Benchmarking*) and this Clause 20D.4 (*Benchmarking*).
- 20D.5 The *Employer* reserves the right to nominate such other recognised independent industry benchmark specialist to undertake the benchmarking from time to time.

21 Works

- 21.1 Where there are Works carried out in connection with this Contract, the provisions of this Clause 21 (*Works*) shall apply.
- 21.2 Prior to commencing any Works, the *Contractor* shall submit the particulars of his design for the proposed Works to the *Service Manager* in accordance with Clause 21.3 (*Works*) within a period which will reasonably allow the *Service Manager* to raise queries and for the *Contractor* to respond before the date on which the *Contractor* intends to commence the Works to which such design relates.
- 21.3 The *Service Manager* may raise such questions as it requires for the purpose of considering whether the design submitted to the *Service Manager* in accordance with Clause 21.2 (*Works*) is appropriate for the intended purpose and whether it complies with the requirement of this Contract. The *Contractor* shall not be entitled to proceed to commence the Works to which such design relates unless and until the *Service Manager* confirms in writing that:
- 21.3.1 it has no comments to make nor any questions to raise in respect of the design submitted; or
- 21.3.2 (the *Service Manager* having made comments or raised questions in respect of the design submitted to which the *Contractor* has responded) it does not wish to make or raise any further comments or questions.

- 21.4 The *Contractor* shall respond promptly to any comments made or questions raised by the *Service Manager* in relation to any design particulars submitted by the *Contractor*.
- 21.5 Notwithstanding any queries raised or comments made by the *Service Manager* under Clause 21.3 (*Works*) or any other provision to the contrary in this Contract, the *Contractor* accepts entire responsibility for the design of the Works (including any design work prepared before or after the Contract Date and whether carried out by or on behalf of the *Employer* or the *Contractor*), any documentation relating to such Works and for any mistake, inaccuracy, omission or discrepancy in such design or such documents.
- 21.6 Nothing in this Clause 21 (*Works*) or any other provision of this Contract shall relieve the *Contractor* of any liability under this Contract for any defect in any design of the *service* or for any inconsistency between any design documents and no design shall be deemed to satisfy the requirements of this Contract by virtue of having been submitted to and/or considered by the *Service Manager* (or *Employer*) pursuant to the terms of this Clause 21 (*Works*).
- 21.7 Without prejudice to any other term of this Contract, the *Contractor* warrants and undertakes that:
- 21.7.1 the Works have been carried out or will be carried out and completed using Good Industry Practice and in a good and workmanlike manner and using only good quality and sound materials consistent with the intended use of the relevant Establishment;
- 21.7.2 the Works comprise or will comprise only materials and goods which are new and of good and satisfactory quality and all workmanship, manufacture or fabrication will be to the standards necessary for completion of the *service* in accordance with this Contract;
- 21.7.3 the Works will comply with, and the *Contractor* shall comply with all appropriate requirements of any public authority and the Law;
- 21.7.4 the *Contractor* shall design the Works with the reasonable skill, care and diligence of a competent designer with experience of works of a similar size, scope, duration and complexity as the Works; and
- 21.7.5 the *Contractor* shall take out appropriate Contractor's All Risks insurance in respect of the Works.

22 Contractor presence on Establishments

Contractor's right to access Establishments

- 22.1 The *Employer* shall provide to the *Contractor* facilities at the Establishments as set out in Booklet 4 (*Employer Supplied Information*) for the purpose of Providing the Service at the relevant Establishment.

22.2 The facilities referred to in Clause 22.1 (*Contractor's right to access Establishments*) may, at the discretion of the Head of Establishment, be made available to the *Contractor* under either:

22.2.1 a lease on substantially similar terms to those contained in the Employer Standard Form Lease; or

22.2.2 a licence in accordance with Clause 22.3 (*Contractor's right to access Establishments*).

22.3 Where the Head of Establishment determines that facilities will be made available to the *Contractor* under licence in accordance with Clause 22.2.2 (*Contractor's right to access Establishments*), the *Employer* shall grant (by this Contract) to the *Contractor* a non-exclusive right to occupy the facilities at the relevant Establishment (the "**Licensed Facilities**") during the *service period* solely for the purposes of Providing the Service, in common with the *Employer* and all others authorised by the *Employer* and on the following terms:

22.3.1 the *Contractor* shall:

(a) not apply for, or implement, any planning permission relating to the Licensed Facilities;

(b) within 14 (fourteen) days of receipt (or sooner if necessary) produce to the *Employer* a certified copy of any notice, order, permission or proposal affecting the Licensed Facilities, and, without delay, take all necessary steps to comply with any such notice, direction or order (notwithstanding that the same may not be enforceable against a Crown body) but only insofar as relating to the use by the *Contractor* of the Licensed Facilities and, at the request and cost of the *Employer*, to make or join with the *Employer* in making such objections or representations in respect of it as the *Employer* may reasonably require;

(c) not cause any damage to the Licensed Facilities or Conduits or overload them;

(d) comply at all times with any instructions from the *Service Manager* and/or the *Employer* and any authorised staff;

(e) not hold any auction or public exhibition or political meeting, or use the Licensed Facilities for any illegal or immoral use;

(f) not, without the prior written consent of the *Employer* (which consent may be withheld at the absolute discretion of the *Employer* or may be granted subject to such conditions as the *Employer* in its absolute discretion may impose), use the Licensed Facilities or any part thereof for any purposes that will permit

members of the public to have access to the Licensed Premises;

- (g) use only approved radio frequencies or other approved systems of communication which have been approved for use by the *Employer* and/or the *Service Manager* (such approval not to be unreasonably withheld or delayed) and so as not to cause any interference with the *Employer's* communication network;
- (h) observe all regulations made by the *Employer* from time to time in accordance with the principles of good estate management and notified to the *Contractor* relating to the use of the Licensed Facilities and the Establishment;
- (i) permit the *Employer* or its servants and agents, for reasons of security, to search any vehicles, containers and other premises owned by the *Contractor*, or in its custody or control, or belonging to or in the custody of the *Contractor's* servants or agents, entering or on the Establishment;
- (j) ensure that electricity, gas, water, sewage, telecommunications, data and other services and utilities are not used improperly by the *Contractor* and are used responsibly for the purposes of this Contract, and the *Contractor* will not dispose of any oil or deleterious matter into any Conduits likely to cause a blockage or to exceed the capacity of such systems; and
- (k) not:
 - (i) permit guns to be taken on to the Licensed Facilities by the Personnel;
 - (ii) (other than with the express prior written consent of the *Service Manager*) take (or permit to be taken) dogs (except working dogs assisting disabled staff or visitors) onto the Licensed Facilities or the Establishment;
 - (iii) affix or permit to be affixed any wireless or television aerial brackets stays or ancillary wiring on or to the exterior of the Licensed Facilities until written approval has been given by the *Service Manager* and then only in accordance with any conditions he may impose;

- (iv) take or allow to be taken any photographs of or within the Establishment; or
- (v) erect any pole or mast (whether in connection with telegraphic, telephonic, radio or television communication or otherwise) or other matter or thing upon the Licensed Facilities;

22.3.2 the *Contractor* acknowledges that:

- (a) it will occupy the Establishment (and the whole or any part of any of them) as a licensee and that no relationship of landlord and tenant is created between the *Employer* and the *Contractor* pursuant to this Contract;
- (b) the *Employer* retains control, possession and management of the Establishment during the *service period* and the *Contractor* has no right to exclude the *Employer* from the Establishment;
- (c) nothing in the licence to occupy granted by this Contract shall impose or be deemed to impose any restriction on the use by the *Employer* of any other part of the Establishment or any neighbouring premises, provided always that the *Employer* shall not carry on, or permit to be carried on in any part of the Establishment or neighbouring premises, any activities which are inconsistent with the performance by the *Contractor* of its rights and obligations under this Contract;
- (c) the licence to occupy granted by this Contract is personal to the *Contractor* and is not assignable and/or transferrable and the right given in this Clause 22.3 (*Contractor's right to access Establishments*) may only be exercised by the *Contractor* and any Sub-Contractor (to the extent only that the exercise of such right by any Sub-Contractor is necessary solely for the provision of the *service*); and
- (d) the *Employer* shall be entitled at any time during the *service period* on giving reasonable notice to require the *Contractor* to transfer to comparable space and the *Contractor* shall comply with such requirement. The *Employer* shall submit such a requirement in accordance with the Change Management Process and any additional costs associated with such a transfer by the *Contractor* will be agreed in

accordance with the Change Management Process; and

22.3.3 notwithstanding anything to the contrary in this Contract, the licence to occupy granted by this Contract shall terminate on the earlier of:

- (a) the expiry of this Contract;
- (b) the termination of the *Contractor's* employment under this Contract; and
- (c) the date on which the Licensed Facilities are no longer required for the performance of this Contract,

provided that where such licence is terminated under paragraph (c) of this Clause 22.3.3 (*Contractor's right to access Establishments*), the termination shall become effective upon the service of notice in writing on the *Contractor* by the *Employer*.

22.4 The status to be accorded to the Personnel for messing purposes will be at the discretion of the Head of Establishment.

22.5 Except as otherwise stated in this Contract or in any lease granted pursuant to Clause 22.2 (*Contractor's right to access Establishments*):

22.5.1 any land or premises (including compound and temporary buildings) made available to the *Contractor* by the *Employer* in connection with this Contract will be made available to the *Contractor* free of charge; and

22.5.2 use by the *Contractor* of services and utilities including water, waste water, gas, electricity and other services serving the Establishment as set out in Annex G (*Employer Dependencies*) to this Booklet 1 (*Conditions of Contract*) will be free of charge,

provided that all such land, premises, services and utilities and any other fittings, equipment and consumables provided to the *Contractor* by the *Employer* will be used by the *Contractor* solely for the purposes of Providing the Service and will remain vested in the name of the *Employer*.

22.6 The *Contractor* will have no right under this Contract to a Compensation Event or any other relief or remedy whatsoever against the *Employer* for any additional cost or delay occasioned by the closure of any Establishments over any planned holiday periods, all public holidays and/or where the *Contractor* has been given reasonable notice of such closure.

22.7 Without prejudice to the provisions of Clause 70 (*Employer Assets*) and Clause 71 (*Accounting for the property of the Employer*), the *Contractor* shall, except as otherwise provided for in this Contract, make good or, at the option of the *Employer*, pay compensation for all damage occurring to the property of the *Employer* (as defined in Clause 71.2 (*Accounting for the*

property of the Employer)) and/or any other Employer or Government land and buildings occasioned by the Contractor or any Contractor Related Party, arising from his or their presence on such property in connection with this Contract.

Contractor's conduct on Establishments

22.8 The *Contractor* shall, and/or shall procure, that in Providing the Service it and/or any Contractor Related Party shall:

22.8.1 not act or omit to act in any way which shall give rise to a right for any person to obtain title to or any right or interest over an Establishment or any part of it (save in accordance with the terms of this Contract);

22.8.2 not use or occupy the Establishments for any purpose other than the provision of the *service*;

22.8.3 not deposit or manufacture on any Establishment any materials which are not required for the provision of the *service*;

22.8.4 not store materials or park vehicles in the immediate external vicinity of the boundaries of any Establishment other than for reasonable periods necessary for loading and unloading;

22.8.5 not discharge any oil, grease or deleterious, dangerous, poisonous, explosive or radioactive matter from any Establishment into any rivers or any ditches or conduits on such Establishment and/or any adjoining property and not permit or suffer the blockage of any of such rivers, ditches and conduits by reason of anything done or omitted on the Establishment by the *Contractor* or any Contractor Related Party, and shall comply at the *Contractor's* expense with any requirements of the Environment Agency or any other relevant authority which are required to remedy the breach of this Clause 22.8.5 (*Contractor's conduct on Establishments*). The *Employer* shall allow the *Contractor* access to environmental systems for inspection to confirm they meet the necessary standards;

22.8.6 procure that those parts of an Establishment which are from time to time occupied by the *Contractor* and/or any Contractor Related Party for the purpose of carrying out the *service* are maintained in a clean and tidy state so far as practicable having regard to the nature of the *service*; and

22.8.7 not without the written consent of the *Service Manager* (not to be unreasonably withheld or delayed) erect any temporary structure.

22.9 The *Contractor* shall at all times:

- 22.9.1 prevent any nuisance (including any noisy working operations) or other interference with the rights of any adjoining landowner, tenant or occupier or any statutory undertaker arising out of the carrying out of the *service* and shall assist the *Employer* in defending any action or proceeding which may be instituted in relation thereto; and
 - 22.9.2 ensure that there is no trespass by the *Contractor* or any Personnel on or over any adjoining or neighbouring property arising out of, or in the course of, or caused by the carrying out of the *service* and the *Contractor* shall take all reasonable safety and other measures to prevent damage or injury to any persons (including the occupiers of adjoining or neighbouring property and members of the public).
- 22.10 The *Contractor* shall be responsible for and shall indemnify the *Employer* from and against any and all expenses, liabilities, losses, claims and proceedings resulting from any failure or default by the *Contractor* in performing his obligations under Clause 22.8 (*Contractor's Conduct on Establishments*).

23 Access and Facilities Provided by the Contractor

- 23.1 The *Contractor's* progress and quality standards in performing the *service* under this Contract may be monitored by the *Employer*. The *Contractor* shall provide to the *Service Manager* all reasonable access to his premises and systems for these purposes and those in connection with audit in accordance with Clause 27H (*Audit*).

24 People

- 24.1 The *Contractor* shall submit in writing to the *Service Manager* for approval, initially and as necessary from time to time, a list of those Personnel who may need to enter an Establishment in connection with the *service* and, giving such particulars as the *Service Manager* may require, including full details of birthplace and parentage of any such Personnel who:
 - 24.1.1 was not born in the United Kingdom; or
 - 24.1.2 if he was born in the United Kingdom, was born of parents either or both of whom were not born in the United Kingdom.
- 24.2 Personnel will not be admitted to an Establishment unless in possession of a valid pass. Passes will remain the property of the *Employer* and will be surrendered on demand or on completion of the work.
- 24.3 Notwithstanding the provisions of Clauses 24.1 and 24.2 (*People*) if, in the opinion of the *Employer*, any of the Personnel will misconduct himself, or it will not be in the public interest for any person to be employed or engaged by the *Contractor*, the *Contractor* shall remove such person immediately on being requested to do so by the *Employer* and shall cause the work to be performed by such other person as may be necessary. Any such removal or replacement of any of the Personnel will not constitute a Compensation

Event and the cost of compliance with any instruction in relation to the same shall be borne by the *Contractor*.

- 24.4 Where any of the Personnel is removed pursuant to a request from the *Employer* under Clause 24.3 (*People*), the *Contractor* shall arrange that such Personnel has no further connection with the *service*.
- 24.5 The decision of the *Employer* or the *Service Manager* (as the case may be) upon any matter arising under Clauses 24.1 to 24.4 (*People*) (inclusive) will be final and conclusive and without any liability to the *Employer*.
- 24.6 Without prejudice to Clauses 24.1 to 24.5 (*People*) (inclusive), the *Contractor* shall ensure that all Personnel:
- 24.6.1 have an appropriate level of qualification and experience for their role in Providing the Service; and
 - 24.6.2 are fully competent to carry out the tasks assigned to them.

Observance of Regulations

- 24.7 Without prejudice to Clauses 24.1 to 24.6 (*People*) (inclusive), the following provisions apply:
- 24.7.1 the *Contractor* shall ensure that all Personnel complete the Government's Baseline Personnel Security Standard (the "**BPSS**") prior to accessing an Establishment unescorted and in any event within 30 (thirty) Working Days of the relevant Personnel becoming employed in the provision of the *service* at an Establishment. When completing the BPSS for the Personnel the *Contractor* shall:
- (a) check the completed BPSS form for missing or inaccurate information;
 - (b) verify the identity, address, nationality and right to work in the UK of the subject and record the details on the BPSS form (copies of the verifying documents to be retained by the *Contractor*);
 - (c) verify references and retain details of the verification;
 - (d) ensure MOD Form 134 (Official Secrets Act) is signed by the subject (such form to be retained by the *Contractor*);
 - (e) sign the BPSS form to confirm that it has been completed to the required standard; and
 - (f) obtain verification of the unspent criminal record of all Personnel (except where this is already being undertaken as part of an application for security clearance pursuant to Clause 24.7.2);

- 24.7.2 without prejudice to Clause 24.7.1 (*Observance of Regulations*), where any of the Personnel will be required to access sensitive areas at an Establishment or require multi-Establishment access in order to Provide the Service (or otherwise at the request of the *Employer*) the *Contractor* shall:
- (a) request security clearance for such Personnel by completing DIO Form 8012A and submitting it to the DIO PSyA Personnel Security Department (“**PSyA PSD**”) for sponsoring;
 - (b) procure that such Personnel shall complete the online application within 63 (sixty-three) days of receiving an email from DSB National Security Vetting granting access to such online application;
 - (c) where the online application referred to in limb (b) above is not completed within the required timescale, request new security clearance in accordance with this Clause 24.7.2 (*Observance of Regulations*) and provide reasons for the non-completion of the previous application;
- 24.7.3 where the *Contractor* requires information on the BPSS or security clearance (the “**Vetting Process**”) for the Personnel or is not in possession of the relevant rules, regulations or requires guidance on them, he shall apply in the first instance to the *Service Manager*;
- 24.7.4 on request, the *Contractor* shall be able to demonstrate to the *Employer* that the *Contractor*’s processes to assure compliance with this Clause 24.7 (*Observance of Regulations*) has been carried out satisfactorily and where that assurance is not already in place, the *Contractor* shall permit the *Employer* to inspect the processes being applied by the *Contractor* to ensure such compliance;
- 24.7.5 where Personnel have extant BPSS or security clearance, the *Contractor* shall liaise with the PSyA PSD to ensure that the existing BPSS paperwork is valid and any security clearance is transferred as appropriate;
- 24.7.6 the *Contractor* shall ensure that all records and paperwork relating to the Vetting Process are retained in a manner that allows for auditing, including:
- (a) maintenance of a readily accessible database of full records for Personnel, including their full names, date of birth, current vetting level, the expiry date and details of passes held;

- (b) operation of a robust process for the review of Personnel records;
- (c) ensuring that all paperwork relating to the Vetting Process (including verification documents) is held securely in accordance with the Data Protection Act; and
- (d) retention of paperwork for 1 (one) year after the conclusion of the relevant Personnel's employment in the provision of the *service* and thereafter sending all DIO Forms 134 (Official Secrets Act) to the PSyA PSD and securely destroying other paperwork;

24.7.7 the *Contractor* shall provide timely responses to requests by the *Employer's* security staff for verification of vetting levels of any Personnel and access for the relevant Personnel may be denied until such verification is provided; and

24.7.8 the *Contractor* shall comply and shall ensure that the Personnel and any visitors of the *Contractor* comply with the such rules, regulations and requirements as the *Employer* may from time to time prescribe in relation to the Establishment (including those relating to the conduct, management and/or use of the Establishment), which shall be provided by the *Employer* on request.

Key Personnel

24.8 The *Contractor* shall not remove or replace any Key Personnel unless:

24.8.1 requested to do so by the *Employer*;

24.8.2 the person concerned resigns, retires or dies or is on maternity, paternity or long-term sick leave;

24.8.3 the person's employment with the *Contractor* or a Sub-Contractor (as appropriate) is terminated for material breach of contract by such person; or

24.8.4 the *Contractor* obtains the *Employer's* prior written consent (such consent not to be unreasonably withheld or delayed).

24.9 The *Contractor* shall:

24.9.1 notify the *Employer* promptly of the absence of any Key Personnel (other than for short term sickness or holidays of two (2) weeks or less, in which case the *Contractor* shall ensure appropriate temporary cover for that Key Role);

24.9.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;

- 24.9.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Personnel and, except in the cases of death, unexpected ill health or a material breach of the Key Personnel's employment contract, this will mean at least 60 (sixty) Working Days' notice;
- 24.9.4 ensure that all arrangements for planned changes in the Key Personnel provide adequate periods during which incoming and outgoing Personnel work together to transfer responsibilities and ensure that such change does not have an adverse impact on the performance of the *service*; and
- 24.9.5 ensure that any replacement for a Key Role:
- (a) has a level of qualifications and experience appropriate to the relevant Key Role;
 - (b) is fully competent to carry out the tasks assigned to the Key Personnel whom he or she has replaced; and
 - (c) has been approved by the *Service Manager* in accordance with Clause 24.1 (*People*).

Working with Children and Vulnerable Adults

- 24.10 Where any Personnel may be expected in the course of Providing the Service to have access to children or vulnerable adults, the *Contractor* shall (at its own expense and to the extent permitted by Law) procure that such Personnel completes a police check form or consents to an application for a certificate under Part V of the Police Act 1997 before such Personnel attends the relevant Establishment.
- 24.11 The *Contractor* shall procure that no person who discloses any convictions, or who is found to have any convictions following completion of a police check or an application for a certificate under Clause 24.10 (*Working with Children and Vulnerable Adults*), in either case of which the *Contractor* or any Sub-Contractor is aware or ought to be aware, is engaged in Providing the Service without the *Employer's* prior written consent (such consent not to be unreasonably withheld or delayed).
- 24.12 The *Contractor* shall procure that the *Employer* is kept advised at all times of any Personnel engaged in Providing the Service who, subsequent to the commencement of such engagement, receives a conviction of which the *Contractor* or any Sub-Contractor becomes aware or whose previous convictions become known to the *Contractor* or any Sub-Contractor and shall, promptly on becoming aware of such a conviction, procure that no such person continue to be engaged in Providing the Service without the *Employer's* prior written consent (such consent not to be unreasonably withheld or delayed).

Contractor Related Parties

- 24.13 The *Contractor*, and not the *Employer*, shall be responsible and liable for the acts and omissions of Contractor Related Parties as if they were the acts and omissions of the *Contractor*.
- 24.14 Without limitation to its actual knowledge, the *Contractor* shall for all purposes of this Contract, be deemed to have such knowledge in respect of the *service* as is held (or ought reasonably to be held) by any Contractor Related Party.
- 24.15 The Contractor shall not Provide the Service otherwise than through itself or a Contractor Related Party.

Core Catering Manpower

- 24.16 The Parties shall comply with Annex F (*Core Catering Manpower*) to this Booklet 1 (*Conditions of Contract*).

Non-Solicitation

- 24.17 Subject to Clause 24.18 (*Non-Solicitation*), the *Contractor* undertakes that during the Contract Period and for the period of six (6) months after the expiry or, if earlier, the termination of this Contract, it shall not directly solicit or attempt to directly solicit services from any personnel of the *Employer* or entice or attempt to entice any personnel away from the *Employer*.
- 24.18 Where a member of the *Employer's* personnel responds on their own account to an advertisement made to the wider public, such response shall not be construed as directly soliciting or attempting to directly solicit services from any personnel of the *Employer* or enticing or attempting to entice any personnel away from the *Employer*.

25 Working with Others

- 25.1 The *Contractor* shall co-operate and liaise in good faith with Others, as required by the *Employer*, in obtaining and providing information which they need in connection with the *service*. The *Contractor* shall co-operate with Others and share the Establishments with them as stated in the Service Information.
- 25.2 In performing its obligations under this Contract, the *Contractor* shall have regard to the obligations of the *Employer* under any other contracts entered into in relation to the Establishments insofar as the *Contractor* has been given notice of any such obligations at any time and shall not by any act, omission or default do anything to cause or contribute to any breach by the *Employer* of any such obligations.
- 25.3 At the request of the *Employer*, the *Contractor* shall enter into good faith discussions with the *Employer* and any other relevant contractor of the *Employer* to agree an interface agreement.
- 25.4 The *Contractor* shall provide facilities and other things as stated in the Service Information. Any cost incurred by the *Employer* as a result of the *Contractor* not providing the facilities and other things he is to provide will be assessed by the *Service Manager* and shall be paid by the *Contractor*.

26 Sub-contracting

26.1 The *Contractor* shall in relation to any Sub-Contract:

26.1.1 ensure that the following Clauses of this Booklet 1 (*Conditions of Contract*) are included, mutatis mutandis:

- (a) 15 (*Freedom of Information Act*);
- (b) 16 (*Disclosure of Information*);
- (c) 16A (*Data Protection*);
- (d) 27B (*Fraud and Prevention of Corruption*);
- (e) 27D (*Security Measures*);
- (f) 27F (*Intellectual Property Rights*);
- (g) 27G (*Retentions and Supply of Records and Data*);
- (h) 27H (*Audit*); and
- (i) 27I (*Timber and Wood-Containing Products Supplied under this Contract*);

26.1.2 procure that it will, in all respects be compatible with the terms of this Contract;

26.1.3 provide to the *Employer* on demand certified copies of such Sub-Contract;

26.1.4 include a term which requires payment to be made to the Sub-Contractor within a specified period not exceeding 30 (thirty) days from receipt of a valid claim as defined by the Sub-Contract requirements; and

26.1.5 where such Sub-Contract may result in the employment of any Former Authority Employee (as defined in Annex I (*Pension Matters*)) being transferred to a Sub-Contractor pursuant to the Transfer Regulations, include those provisions required under Paragraph 2.2 of Annex I (*Pension Matters*),

notwithstanding which, the *Contractor* shall remain liable to the *Employer* for the due observance of the terms of this Contract by any Contractor Related Party.

26.2 The *Contractor* shall submit each proposed Sub-Contract to the *Service Manager* for acceptance unless the *Service Manager* has agreed that no submission is required and the *Contractor* shall not appoint a Sub-Contractor without prior written consent from the *Service Manager*.

- 26.3 The *Contractor* shall in each *key sub-contract* and, at the *Employer's* request, any other Sub-Contract include a clause obliging the Sub-Contractor to provide a Sub-Contractor Warranty to the *Employer* and the *Contractor* shall procure that each relevant Sub-Contractor executes such Sub-Contractor Warranty prior to commencing any work under the relevant Sub-Contract.
- 26.4 When placing Sub-Contracts the *Contractor* shall give consideration, as far as possible, to the placing of work on a competitive basis with supported employment enterprises registered with the Department for Work and Pensions under the Special Contracts Arrangement. Details of the capabilities of these enterprises are available from Job Centre Plus, Disability and Rehabilitation Division, Level 3 West Wing, Rockingham House, 123 West Street, Sheffield S1 4ER (Tel: 0114 259 6964).

27 Other responsibilities

- 27.1 The *Contractor* shall obtain approval from Others where necessary.
- 27.2 The *Contractor* shall provide access to work being done and to Equipment and Employer Assets being stored in connection with this Contract for the *Service Manager* and Others notified to it by the *Service Manager*.
- 27.3 The *Contractor* shall obey an instruction which is in accordance with this Contract and is given to him by the *Service Manager*.

27A Conflicts of Interest

- 27A.1 The *Contractor* shall take appropriate steps to ensure that neither the *Contractor* nor any Contractor Related Party is placed in a position where, in the reasonable opinion of the *Employer*:
- 27A.1.1 there is or may be an actual conflict or potential conflict, between the pecuniary or personal interests of the *Contractor* and the duties owed to the *Employer* under the provisions of this Contract; or
- 27A.1.2 the behaviour of the *Contractor* or the Contractor Related Party is not in the *Employer's* best interest or might adversely affect the *Employer's* reputation.
- 27A.2 The *Contractor* shall, as soon as reasonably practicable, disclose to the *Employer* full particulars of any behaviour which might give rise to an actual or potential conflict.
- 27A.3 The *Employer* may, in accordance with Clause 91 (*Reasons for Termination*), terminate the *Contractor's* employment under this Contract and/or take such other steps it deems necessary where, in the reasonable opinion of the *Employer*, there is or may be an actual conflict or potential conflict, between the financial or personal interests of the *Contractor* or the Contractor Related Party and the duties owed to the *Employer* under the provisions of this Contract. The actions of the *Employer* pursuant to this Clause 27A.3 (*Conflicts of Interest*) do not prejudice or affect any right of action or remedy which has accrued or will accrue to the *Employer*.

27A.4 In exercising its rights or remedies under this Clause 27A (*Conflicts of Interest*), the *Employer* shall:

27A.4.1 act in a reasonable and proportionate manner having regard to such matters as the gravity of, and the nature of the interests that is or may be an actual conflict or potential conflict;

27A.4.2 give all due consideration, where appropriate, to action other than termination of this Contract, including:

a) requiring the *Contractor* to procure the termination of the interest or activity that is or may be an actual conflict or potential conflict (including terminating any relevant Sub-Contractor or procuring the dismissal of any relevant Personnel); and/or

b) requiring the *Contractor* to put in place appropriate and reasonable procedures (including ethical walls) for the purposes of managing the interest or activity that is or may be an actual conflict or potential conflict.

27B Fraud and prevention of corruption

27B.1 Without prejudice to Clause 16 (*Disclosure of Information*) and Clause 27D (*Security Measures*), the *Contractor* shall immediately report to the *Employer* any circumstances within his own organisation, that of any Sub-Contractor, the *Guarantor* or the *Employer* or otherwise in relation to this Contract which:

27B.1.1 gives or may give rise to Fraud; and/or

27B.1.2 indicates the possibility of Fraud,

and shall provide all such relevant information which may assist the *Employer* in dealing with such report efficiently and effectively.

27B.2 The *Contractor* shall immediately report to the *Employer* any act or omission, whether fraudulent, inadvertent or accidental which has resulted or could result in the *Employer* being charged for work and/or services which have not been carried out.

27B.3 The *Employer* shall be entitled to terminate the *Contractor's* employment under this Contract in accordance with Clause 90 (*Termination*) in the event that the *Contractor*, any Contractor Related Party, the *Guarantor*, and/or any other party for whom it is responsible commits an act of Fraud or Theft.

27B.4 The *Contractor* shall:

27B.4.1 immediately notify the *Employer* in writing if any investigations are instituted into the affairs of the *Contractor*, its partners or key managers under the Companies, Financial Services and Markets or

Banking Acts and/or in the event that there are any police or Serious Fraud Office enquiries into possible Fraud, any involvement in DTI investigations, and enquiries into the affairs of others or any investigations by the professional or regulatory body of the *Contractor* which might result in public criticism of the *Contractor*, and

27B.4.2 fully co-operate and comply with any investigations and enquiries referred to in Clause 27B.4.1 (*Fraud and Prevention of Corruption*) and any other investigations or enquiries initiated by the *Employer*, the Defence Fraud Unit, the National Audit Office, the police, or any other organisation identified by the *Employer* and/or any organisation acting on behalf of them.

27B.5 The *Employer* will be entitled to set-off, deduct, abate or recover as a debt against the *Contractor* all monies and losses howsoever arising in connection with or sustained as a consequence of Fraud including all associated investigation costs.

27B.6 Any Fraud related actions under this Clause 27B (*Fraud and Prevention of Corruption*) may be brought by the *Employer* or such other appropriate body by civil or criminal proceedings. Such proceedings will be brought in the English courts unless the Parties otherwise agree.

27C Corrupt Gifts and Payments of Commission

27C.1 In addition to Clause 27B (*Fraud and Prevention of Corruption*), the *Contractor* shall not do, and warrants that in entering this Contract he has not done any of the following (hereafter referred to as "**Prohibited Acts**"):

27C.1.1 offer, promise, give or agree to give to any Crown servant any gift or financial advantage of any kind as an inducement or reward:

- a) for doing or not doing (or for having done or not having done) any act in relation to the obtaining or execution of this or any other contract with the Crown; or
- b) for showing or not showing favour or disfavour to any person in relation to this or any other contract with the Crown;

27C.1.2 enter into this or any other contract with the Crown in connection with which commission has been paid or has been agreed to be paid by him or on his behalf, or to his knowledge, unless before the contract is made particulars of any such commission and of the terms and conditions of any

such agreement for the payment thereof have been disclosed in writing to the *Employer*.

27C.2 If the *Contractor* or a Contractor Related Party does any of the Prohibited Acts or commits any offence under the Bribery Act 2010 with or without the knowledge or authority of the *Contractor* in relation to this Contract or any other contract with the Crown, the *Employer* will be entitled:

27C.2.1 to terminate the *Contractor's* employment under this Contract in accordance with Clause 90 (*Termination*) and recover from the *Contractor* the amount of any loss resulting from the termination;

27C.2.2 to recover from the *Contractor* the amount or value of any such gift, consideration or commission; and

27C.2.3 to recover from the *Contractor* any other loss sustained in consequence of any breach of this Clause 27C (*Corrupt Gifts and Payments of Commission*), where this Contract has not been terminated.

27C.3 In exercising its rights or remedies under this Clause 27C (*Corrupt Gifts and Payment of Commission*), the *Employer* shall:

27C.3.1 act in a reasonable and proportionate manner having regard to such matters as the gravity of, and the identity of the person performing, the Prohibited Act;

27C.3.2 give all due consideration, where appropriate, to action other than termination of the *Contractor's* employment under this Contract, including;

a) requiring the *Contractor* to procure the termination of a Sub-Contract where the Prohibited Act is that of a Sub-Contractor or anyone acting on its or their behalf; or

b) requiring the *Contractor* to procure the dismissal of an employee (whether its own or that of a Sub-Contractor or anyone acting on its behalf) where the Prohibited Act is that of such employee.

27C.4 Recovery action taken against any person in Her Majesty's service will be without prejudice to any recovery action taken against the *Contractor* pursuant to this Clause 27C (*Corrupt Gifts and Payments of Commission*).

27D Security Measures

27D.1 The *Contractor* shall:

27D.1.1 take all reasonable steps to ensure that all Personnel engaged on any work in connection with this Contract have notice that the Official Secrets Acts 1911-1989 apply to them

and will continue so to apply after the completion or termination of this Contract; and

27D.1.2 if directed by the *Employer*, ensure that any Personnel sign a statement acknowledging that, both during the Contract Period and after its expiry or termination, he is bound by the Official Secrets Acts 1911-1989 (and where applicable by any other Law).

27D.2 Unless he has the written authorisation of the *Employer* to do otherwise, neither the *Contractor* nor any Contractor Related Party shall, either before or after the completion or termination of this Contract, do or permit to be done anything which they know or ought reasonably to know may result in a Secret Matter being disclosed to or acquired by a person in any of the following categories:

27D.2.1 who is not a British citizen;

27D.2.2 who does not hold the appropriate authority for access to the protected matter;

27D.2.3 in respect of whom the *Employer* has notified the *Contractor* in writing that the Secret Matter will not be disclosed to or acquired by that person;

27D.2.4 who is not one of the Personnel;

27D.2.5 who is one of the Personnel and has no need to know the information for the proper performance of this Contract.

27D.3 Unless he has the written permission of the *Employer* to do otherwise, the *Contractor* and the Contractor Related Parties shall, both before and after the expiry or termination of this Contract, take all reasonable steps to ensure that:

27D.3.1 no photograph of, or pertaining to, any Secret Matter will be taken and no copy of or extract from any Secret Matter will be made except to the extent necessary for the proper performance of this Contract;

27D.3.2 any Secret Matter is at all times strictly safeguarded in accordance with the Security Policy Framework and upon request, is delivered up to the *Employer* who will be entitled to retain it.

A decision of the *Employer* on the question of whether the *Contractor* has taken or is taking reasonable steps as required by this Clause 27D (*Security Measures*), will be final and conclusive.

27D.4 The *Contractor* shall:

27D.4.1 provide to the *Employer*:

- (a) upon request, such records giving particulars of all Personnel who have had at any time, access to any Secret Matter that is required to be kept in accordance with Clause 27D.3.2 (*Security Measures*);
- (b) upon request, such information as the *Employer* may from time to time require so as to be satisfied that the *Contractor* and the Contractor Related Parties are complying with their obligations under this Clause 27D (*Security Measures*), including the measures taken or proposed by the *Contractor* so as to comply with his obligations and to prevent any breach of them;
- (c) full particulars of any failure by the *Contractor* and/or any Contractor Related Party to comply with any obligations relating to Secret Matter arising under this Clause 27D (*Security Measures*) immediately upon such failure becoming apparent;

27D.4.2 ensure that, for the purpose of checking the *Contractor's* compliance with the obligation in Clause 27D.3.2 (*Security Measures*), a representative of the *Employer* will be entitled at any time to enter and inspect any premises used by the *Contractor* which are in any way connected with this Contract and inspect any document or thing in any such premises, which is being used or made for the purposes of this Contract. Such representative will be entitled to all such information as he may reasonably require.

27D.5 If at any time either before or after the expiry or termination of this Contract, the *Contractor* or any Contractor Related Party discovers or suspects that an unauthorised person is seeking or has sought to obtain information directly or indirectly concerning any Secret Matter, the *Contractor* shall forthwith inform the *Employer* of the matter with full particulars thereof.

27D.6 If the *Contractor* proposes to make a Sub-Contract which will involve the disclosure of Secret Matter to the Sub-Contractor, the *Contractor* shall:

27D.6.1 submit for approval of the *Employer* the name of the proposed Sub-Contractor, a statement of the work to be carried out and any other details known to the *Contractor* which the *Employer* will reasonably require;

27D.6.2 inform the *Employer* immediately if he becomes aware of any breach by the Sub-Contractor of any secrecy or security obligation and, if requested to do so by the *Employer*, terminate the Sub-Contract.

27D.7 The *Employer* shall in accordance with Clause 90 (*Termination*) be entitled to terminate the *Contractor's* employment under this Contract immediately if:

27D.7.1 the *Contractor* is in breach of any obligation under this Clause 27D (*Security Measures*); or

27D.7.2 the *Contractor* is in breach of any secrecy or security obligation imposed by any other contract with the Crown,

where the *Employer* considers the circumstances of the breach jeopardise the secrecy or security of the Secret Matter.

27E Discrimination

27E.1 The *Contractor* shall not unlawfully discriminate within the meaning and scope of the provisions of the Equality Act 2010 or any statutory modification or re-enactment thereof, or any other applicable statutory provision or common law having application in the jurisdiction in which the *service* is being carried out, relating to discrimination in employment.

27E.2 The *Contractor* shall take all reasonable steps to secure the observance of the provisions of Clause 27E.1 (*Discrimination*) hereof by all Contractor Related Parties and any other persons under his control employed in the execution of this Contract.

27E.3 The *Contractor* shall immediately notify the *Employer*, of any prosecution or proceedings, brought under the legislation detailed in Clause 27E.1 (*Discrimination*), against the *Contractor*, any Contractor Related Party and all other persons under his control employed in the execution of this Contract.

27E.4 Notification by the *Contractor* of such information will not prejudice any rights of the *Employer* or the *Contractor* under this Contract.

27F Intellectual Property Rights

27F.1 Subject to the retention by the *Contractor*, or the third party owner (as the case may be) of the *Contractor's* Background IPR, and where appropriate a licence back to the *Contractor* to use the IP Materials for all purposes connected with this Contract, the *Contractor* hereby assigns (or shall ensure that the third party owner assigns) to the *Employer*, with full title guarantee, all IPR which may subsist in the IP Materials specific to this Contract. These assignments take effect on the Contract Date or as a present assignment of future rights that will take effect immediately on the coming into existence of the IPR produced by the *Contractor* or the third party owner (as the case may be). The *Contractor* shall execute (or ensure that the third party owner executes) all documentation necessary to execute these assignments.

27F.2 The *Contractor* shall not, and shall procure that the Contractor Related Parties do not, (except when necessary for the performance of this Contract) without prior written consent of the *Employer*, use or disclose any such IPR in the Foreground IPR.

27F.3 All Foreground IPR whether created by the *Contractor* or any Contractor Related Party or a third party belongs to the *Employer* and all Background IPR furnished or made available to the *Contractor* by or on behalf of the *Employer* remains the property of the *Employer*.

27F.4 The *Contractor* hereby waives or shall procure a waiver of any moral rights subsisting in copyright produced for this Contract.

- 27F.5 Subject to Clause 27F.14 (*Intellectual Property Rights*), the *Contractor* shall ensure that the third party owner of any Background IPR in IP Materials that are delivered by or on behalf of the *Contractor* in relation to the performance by the *Contractor* of its obligations under this Contract grants to the *Employer* a non-exclusive licence or, if itself a licensee of those rights, grants to the *Employer* an authorised sub-licence, to use, reproduce, modify, develop and maintain the IPR in the same. Such licence or sub-licence is non-exclusive, perpetual, royalty free and irrevocable and includes the right for the *Employer* to sub-license, transfer, novate or assign to other Government Departments, any replacement contractor or to any other third party.
- 27F.6 The *Contractor* shall not infringe any IPR of any third party in providing the *service* and the *Contractor*, from the Contract Date, shall indemnify and keep indemnified and hold the *Employer* harmless from and against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the *Employer* may suffer or incur as a result of or in connection with any breach of this Clause 27F (*Intellectual Property Rights*), except where such claim arises from the use of data supplied by the *Employer* which is not required to be verified by the *Contractor* under any provision of this Contract.
- 27F.7 The *Employer* shall notify the *Contractor* in writing of any claim or demand brought against the *Employer* for infringement or alleged infringement of any IPR in materials supplied or licensed by the *Contractor*.
- 27F.8 The *Contractor* shall, at its own expense, conduct all negotiations and any litigation arising in connection with any claim for breach of IPR in materials supplied or licensed by the *Contractor*, provided always that the *Contractor* shall:
- 27F.8.1 consult the *Employer* on all substantive issues which arise during the conduct of such litigation and negotiations;
 - 27F.8.2 take due and proper account of the interests of the *Employer*; and
 - 27F.8.3 not settle or compromise any claim without the *Employer's* prior written consent (not to be unreasonably withheld or delayed).
- 27F.9 The *Employer* shall at the *Contractor's* request afford to the *Contractor* all reasonable assistance for the purpose of contesting any claim or demand made or action brought against the *Employer* or the *Contractor* by a third party for infringement or alleged infringement of any third party IPR in connection with the performance of the *Contractor's* obligations under this Contract and the *Contractor* shall indemnify the *Employer* for all reasonable costs and expenses (including, but not limited to, legal costs and disbursements) incurred in doing so.
- 27F.10 The *Employer* shall not make any admissions which may be prejudicial to the defence or settlement of any claim, demand or action for infringement or

alleged infringement of any IPR by the *Employer* or the *Contractor* in connection with the performance of its obligations under this Contract.

27F.11 If a claim, demand or action for infringement or alleged infringement of any IPR by the *Contractor* is made in connection with this Contract or in the reasonable opinion of the *Contractor* is likely to be made, the *Contractor* shall notify the *Employer* as soon as reasonably practicable and, at its own expense and subject to the consent of the *Employer* (not to be unreasonably withheld or delayed) shall use its best endeavours to:

27F.11.1 modify any service without reducing the performance or functionality of the same, or substitute alternative works of equivalent performance and functionality, in order to avoid the infringement or the alleged infringement, provided that the provisions herein apply mutatis mutandis to such modified service or to the substitute works; or

27F.11.2 procure a licence to use and provide any part of the *service* which is the subject of the alleged infringement, on terms which are acceptable to the *Employer*,

and in the event that the *Contractor* is unable to comply with these requirements within 28 (twenty-eight) days of receipt of the *Contractor's* notification the *Employer* may terminate the *Contractor's* employment under this Contract in accordance with Clause 90 (*Termination*).

27F.12 The *Contractor* hereby grants to the *Employer* a royalty-free, irrevocable and non-exclusive licence (with a right to sub-licence) (and where appropriate worldwide) in perpetuity to use any Background IPR that the *Contractor* owns and which the *Employer* reasonably requires in order to exercise its rights and take the benefit of this Contract.

27F.13 Where the *Contractor* secures a licence from a third party in any software for the provision of part of the *service* it shall do so in the name of the *Employer* in perpetuity with the right to sub-licence for the purposes of performing any part of the *service* which is provided at any time pursuant to this Contract.

27F.14 Where the *Contractor* after using reasonable endeavours is unable secure a software licence on the terms set out in Clause 27F.13 (*Intellectual Property Rights*) they shall secure the best commercially available terms for the same and shall seek the concurrence of the *Employer* prior to their acceptance.

27F.15 Where the *Contractor* uses any of its own software to Provide the Service it shall grant a free irrevocable licence to the *Employer* in perpetuity with the right to sub-licence to any third party nominated by the *Employer* to use the software for the purposes of continuing to operate any part of the *service* provided at any time under this Contract.

27G Retention and Supply of Records and Data

Contract Records

- 27G.1 The *Contractor* shall store and maintain all Contract Records and shall make them available to the *Employer* as the *Employer* may reasonably require when requested upon reasonable notice.
- 27G.2 Subject to Clause 16 (*Disclosure of Information*), the *Contractor* shall permit all Contract Records to be examined and if necessary copied, by or on behalf of the *Employer* or shall provide copies to the *Employer* at the *Employer's* reasonable cost.
- 27G.3 Unless the Service Information specifies otherwise the Contract Records shall be retained for a period of at least six (6) years after the expiry of the *service period* provided always that, notwithstanding the generality of this Clause 27G.3 (*Contract Records*), all Contract Records executed under seal or expressed to be executed as deeds shall be retained by the *Contractor* for a minimum period of 12 (twelve) years following expiry of the *service period*.
- 27G.4 The *Employer* will be entitled at any time to make copies of Contract Records supplied under this Clause 27G (*Contract Records*), as the *Employer* may think fit and to use such Contract Records (or copies of them) in any UK Government Department.

Open Book Accounting

- 27G.5 The *Contractor* shall maintain and shall procure that any Sub-Contractors maintain current and accurate books relating to the Provision of the Service and the performance of the *Contractor's* obligations under this Contract including the information referred to in Clause 27G.6 (*Open Book Accounting*) and in doing so shall, as appropriate, observe and comply with generally accepted accounting principles in the UK from time to time, the Companies Act 2006 and any relevant industry-specific authoritative guidance.
- 27G.6 The information referred to in Clause 27G.5 (*Open Book Accounting*) is as follows:
- 27G.6.1 administrative overheads;
 - 27G.6.2 payments made to its Sub-Contractors and any other suppliers for providing any goods services or materials in connection with the Provision of the Service;
 - 27G.6.3 capital and revenue expenditure either directly incurred in respect of or directly attributable to the performance of the *Contractor's* obligations in this Contract; and
 - 27G.6.4 such other items as the *Employer* may reasonably require for verification of cost expenditure or estimated expenditure in connection with the Provision of the Service.
- 27G.7 The *Contractor* shall provide the *Employer* with a report (a "**Financial Management Information Report**") setting out the information referred to in Clause 27G.6 (*Open Book Accounting*) in relation to the Provision of the Service and the performance of this Contract up to the date of such Financial Management Information Report:

27G.7.1 no later than 20 Working Days following the required date of implementation of a Major Change as specified in the relevant Change Authorisation; and

27G.7.2 when requested by the *Employer* on at least 10 Working Days' notice.

27G.8 The *Contractor* shall operate a system of open book accounting which identifies all cost components, cost levels and profit margins relating to this Contract and shall make such information available to the *Employer* as required pursuant to the terms of this Contract or as otherwise requested by the *Employer* having been given reasonable notice. For such purposes, the *Contractor* shall:

27G.8.1 nominate an individual with specific responsibility for the preparation and maintenance of financial, commercial and management information; and

27G.8.2 maintain and provide that information in accordance with GAAP-IFRS and further provide any summary of that information as required by the *Employer*.

27G.9 Where requested by the *Employer*, the *Contractor* shall:

27G.9.1 arrange for any financial information provided by the *Contractor* to the *Employer* or its authorised representatives to be certified as being complete and accurate by the company secretary of the *Contractor*; and

27G.9.2 provide the *Employer* with copies of the most recent income statement relating to the performance of this Contract and the *Contractor's* most recent audited financial statement.

Pricing and Quality Representation Letter

27G.10 The *Contractor* shall, before the end of the first month in each Contract Year, provide to the *Employer* a Pricing and Quality Representation Letter, signed by the managing director or chief executive officer of the *Contractor*.

27G.11 The *Contractor* shall ensure that each Pricing and Quality Representation Letter provided pursuant to Clause 27G.10 (*Pricing and Quality Representation Letter*) is true and accurate in all respects.

27H Audit

27H.1 In addition to any other rights under this Contract, the *Employer* and its agents may at any time and on reasonable notice audit the books and records being maintained by the *Contractor* in connection with the Provision of the Service or otherwise in connection with this Contract.

27H.2 For the purposes of this Clause 27H (*Audit*), the *Employer's* right to audit pursuant to Clause 27H.1 (*Audit*) includes the grant of the following to the *Employer* and its agents:

- 27H.2.1 access to information used by the *Contractor* and/or its Sub-Contractors as a basis for the Prices and/or any other amounts payable by the *Employer* under this Contract (including any proposed or actual variations or changes to such Prices and payments);
- 27H.2.2 access to hard and (if available) soft copies of all Contract Records;
- 27H.2.3 access to review, duplicate and remove copies of all Contract Records;
- 27H.2.5 access to all *Contractor* premises and Personnel;
- 27H.2.6 access to and/or use of any equipment, systems and/or information used by the *Contractor* and/or any Contractor Related Party in Providing the Service;
- 27H.2.7 access to any assets belonging to, or leased or licensed to or by the *Employer* in the possession or control of the *Contractor* and/or any Contractor Related Party;
- 27H.2.8 the right to install and run audit software on the *Contractor's* and/or its Sub-Contractors' systems (whether at *Contractor's* premises or otherwise), subject to compliance by the *Employer* with reasonable IT security procedures notified to the *Employer* by the *Contractor* in a timely manner prior to the relevant audit. The *Contractor* agrees to provide (when requested by the *Employer*) all reasonable support and assistance to the *Employer* to help it to comply with such procedures when installing and running audit software. Where the *Contractor* has complied with all the provisions of this Clause 27H.2.8, the *Employer* shall reimburse the *Contractor* (or Sub-Contractor, as the case may be) for any costs it incurs in rectifying any damage directly caused by a failure of the *Employer* to comply with such IT security procedures (such costs to be agreed with the *Employer* or determined pursuant to the Dispute Resolution Procedure);
- 27H.2.9 the provision by the *Contractor* and the Personnel of such oral and written information as required by the *Employer* and its agents for the purposes of the audit;
- 27H.2.10 access to and/or use of any documentation, plans or models developed by the *Contractor* in connection with this Contract;
- 27H.2.11 such other access to information, equipment, personnel and locations as reasonably required within the scope of an audit; and
- 27H.2.12 the use of such facilities as the *Employer* and its agents may require in relation to Clauses 27H.2.1 to 27H.2.11 (*Audit*).

- 27H.3 Without prejudice to the generality of the *Employer's* right to conduct an audit pursuant to Clause 27H.1 (*Audit*), such an audit may be carried out in order to:
- 27H.3.1 conduct the *Employer's* internal and statutory audits;
 - 27H.3.2 prepare, examine and/or certify the *Employer's* annual and interim reports and accounts;
 - 27H.3.3 verify the accuracy of the Prices and/or any other amounts payable by the *Employer* under this Contract (including any proposed or actual variations to such Prices and payments), including reviewing the *Contractor's* financial model for this Contract and its application;
 - 27H.3.4 verify the *Contractor's* and the Contractor Related Parties' compliance with the terms of this Contract and applicable Law;
 - 27H.3.5 review, verify and quality assess any Contract Records and their maintenance;
 - 27H.3.6 review, verify and quality assess any reports and management information provided pursuant to this Contract;
 - 27H.3.7 verify the integrity, confidentiality and security of the data being processed, stored and/or accessed by the *Contractor* and/or any Contractor Related Party pursuant to this Contract;
 - 27H.3.8 identify or investigate actual or suspected fraud, impropriety or accounting mistakes, provided that the *Employer* will be under no obligation to inform the *Contractor* of the purpose or objective of its investigations;
 - 27H.3.9 identify or investigate any circumstances which may impact upon the financial stability of the *Contractor*, and/or any Sub-Contractors or their ability to maintain performance of the *service*;
 - 27H.3.10 obtain such information as is necessary to fulfil the *Employer's* obligations to supply information for parliamentary, ministerial, judicial or administrative purposes;
 - 27H.3.11 inform any statute driven examination of the economy, efficiency and effectiveness of the *Employer* and the use of its resources;
 - 27H.3.12 assist, perform or satisfy any other audit that may be required by any regulatory body; and/or
 - 27H.3.13 verify the technical or financial aspects of any change pursuant to the Change Management Process.

271 Timber and Wood-Containing Products Supplied under this Contract

- 271.1 The *Contractor* shall comply with the *Employer's* policy on procurement of timber and wood-containing products. The *Contractor* shall ensure that:
- 271.1.1 all Timber (as defined in Clause 271.1.3 (*Timber and Wood-Containing Products Supplied under this Contract*)), delivered to the *Employer* under this Contract or consumed during performance of this Contract will derive from trees or other plants that have been harvested and exported in strict accordance with the applicable law or laws of the country in which the trees or other plants grew;
 - 271.1.2 where any Timber delivered to the *Employer* under this Contract or consumed during performance of this Contract derives from any species of tree, trade in which is regulated by the Convention on International Trade in Endangered Species of Wild Fauna and Flora ("**CITES**"), the *Contractor* shall comply with the CITES requirements that permit trade in that species of tree; and
 - 271.1.3 all timber and wood-containing products ("**Timber**"), including, but not limited to joinery, fittings, furniture, veneers and non-returnable packaging delivered to the *Employer* under this Contract or consumed during performance of this Contract are derived from timber lawfully obtained from forests and plantations which are managed to sustain their biodiversity, productivity and vitality, and to prevent harm to other ecosystems and any indigenous or forest-dependent people.
- 271.2 In respect of each delivery of Timber to the *Employer* under this Contract, and all Timber consumed during performance of this Contract:
- 271.2.1 the *Contractor* shall obtain and retain documentary evidence that such Timber has been procured in accordance with Clause 271.1 (*Timber and Wood-Containing Products Supplied under this Contract*);
 - 271.2.2 such documentary evidence shall include certification by properly accredited organisations to meet the standards set by the Forest Stewardship Council or equivalent body. The *Contractor* shall be responsible for demonstrating the authenticity of such certification; and
 - 271.2.3 where the Timber to be delivered under this Contract or consumed during performance of this Contract is tropical hardwood, the *Contractor* shall obtain independent verification of the documentary evidence required under this Clause 271 (*Timber and Wood-Containing Products Supplied under this Contract*).
- 271.3 The *Employer* reserves the right at any time during the performance of this Contract and for a period of six (6) years from expiry of the *service period* to

require the *Contractor* to produce the documentary evidence, and independent verification where applicable, required by Clause 271.2 (*Timber and Wood-Containing Products Supplied under this Contract*), for the *Employer's* inspection within 14 (fourteen) days of the *Employer's* written request.

- 271.4 The *Contractor* shall provide to the *Employer*, using DEFFORM 691A (the form of which at the Contract Date is set out in Annex E (*DEFFORM 691A*)) to this Booklet 1 (*Conditions of Contract*), such data or information as the *Employer* requires in respect of Timber delivered to the *Employer*. The *Contractor* shall send all completed DEFFORMs 691A, including nil returns where appropriate, to the *Service Manager*. DEFFORM 691A may be amended by the *Employer* from time to time.
- 271.5 The *Contractor* shall provide all documentary evidence, independent verification, data and other information required by this clause in a form acceptable to the *Employer*, which may include electronic means.
- 271.6 The *Employer* reserves the right to reject any Timber delivered which does not comply with the provisions of Clause 271.1 (*Timber and Wood-Containing Products Supplied under this Contract*), or for which the *Contractor* has not obtained such documentary evidence or independent verification of such evidence as required by Clause 271.2 (*Timber and Wood-Containing Products Supplied under this Contract*). Where the *Employer* exercises its right to reject any Timber, the *Contractor* shall supply alternative Timber which complies with the provisions of Clause 271.1 (*Timber and Wood-Containing Products Supplied under this Contract*) at no additional cost to the *Employer* and within a period to be determined by the *Employer*.
- 271.7 The obligations of this Clause 271 (*Timber and Wood-Containing Products Supplied under this Contract*) do not extend to the delivery of reclaimed or recycled Timber, which may be used where it fully meets the requirement of this Contract.
- 271.8 The *Contractor* shall place similar obligations on his Sub-Contractors and shall require his Sub-Contractors to flow down similar obligations to all levels in the supply chain.

27J Environment and Carbon Management

- 27J.1 The *Contractor* shall use its reasonable endeavours to improve the environmental efficiency of the provision of the *service* and at all times demonstrate to the *Employer* a commitment to compliance with environmental Law in force from time to time.
- 27J.2 In particular the *Contractor* shall where possible use energy efficient vehicles, reduce, reuse and recycle waste generated, use energy for buildings and equipment in an efficient manner, and use and reuse water and other resources in an efficient manner.

27K Malicious Software

27K.1 The *Contractor* shall, as an enduring obligation throughout the *service period*, use the latest versions of anti-virus software available from an industry accepted anti-virus software vendor to prevent, check for and delete Malicious Software.

27K.2 If Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of *Employer* data, assist each other to mitigate any losses and to restore the *service* to its desired operating efficiency.

27L Tax Compliance

Warranty

27L.1 The *Contractor* represents and warrants that at the date this Contract came into effect, it has notified the *Employer* in writing of any OOTNC or any litigation that it is involved in that is in connection with any OOTNC.

Duty of the *Contractor* to notify OOTNC

27L.2 The *Contractor* shall send written notification of any OOTNC to the *Employer* within five (5) Working Days from the date it became aware it has committed an OOTNC during the performance of this Contract. This notification shall include steps being taken, if applicable, to remedy the OOTNC.

27L.3 For the avoidance of doubt, the obligation at Clause 27L.2 (*Duty of the Contractor to notify OOTNC*) also applies to OOTNC in non-UK jurisdictions. If the OOTNC occurred in non-UK jurisdictions, the notification must be accompanied by a full explanation of the OOTNC and any relevant tax laws and administrative provisions so the *Employer* can understand the nature and seriousness of the OOTNC.

27L.4 Promptly upon a request by the *Employer*, the *Contractor* shall supply to the *Employer* a certificate signed by two of its directors or senior officers on its behalf certifying that no OOTNC is continuing, or if a OOTNC is continuing, specifying the OOTNC and the steps, if applicable, being taken to remedy it. This should include any mitigating factors that the *Contractor* considers relevant.

27L.5 The duty to notify does not substitute the *Contractor's* obligations under Clause 27G (*Retention and Supply of Records and Data*).

Default

27L.6 Where the warranty given by the *Contractor* pursuant to Clause 27L.1 (*Warranty*) is materially untrue or any OOTNC arises during the performance of this Contract, the *Employer* shall be entitled to terminate this Contract and recover from the *Contractor*.

27L.6.1 the amount of any loss resulting from the termination; and

27L.6.2 any other loss sustained in consequence of any breach of this Clause 27L (*Tax Compliance*), where this Contract has not been terminated.

Duties of the Employer

27L.7 In exercising its rights or remedies under this Clause 27L (*Tax Compliance*), the *Employer* shall:

27L.7.1 act in a reasonable and proportionate manner taking into account, among other things:

- (a) the gravity and duration of the OOTNC and any sanctions imposed by a court or tribunal; and
- (b) any remedial action taken by the *Contractor* to prevent reoccurrence of the OOTNC; and

27L.7.2 without prejudice to Clause 27L.6 (*Default*), seriously consider, where appropriate, action other than termination of this Contract to deal with the failure by the *Contractor* to comply with this Clause 27L (*Tax Compliance*).

27L.8 The *Employer* shall not in any case be liable to pay under the provisions of this Clause 27L (*Tax Compliance*) any sum which, when taken together with any sums paid or due or becoming due to the *Contractor* under this Contract, shall exceed the total price payable for the *service* under this Contract.

27M Supply of Data for Hazardous Articles, Materials and Substances

27M.1 The *Contractor* shall provide to the *Employer*, for each hazardous article, material or substance supplied or used in the Provision of the Service, a Safety Data Sheet (“**SDS**”) in accordance with the extant Chemicals (Hazard Information and Packaging for Supply) Regulations (“**CHIP**”), provided that nothing in this Clause 27M (*Supply of Data for Hazardous Articles, Materials and Substances*) shall reduce or limit any statutory duty or legal obligation of the *Employer* or the *Contractor*.

27M.2 If an item used in the Provision of the Service contains or is a substance falling within the scope of the REACH Regulation (EC) No 1907/2006 (the “**Regulation**”):

27M.1.1 the *Contractor* shall provide to the *Employer* an SDS for the substance in accordance with the Regulation. If the *Contractor* becomes aware of new information which may affect the risk management measures or new information on the hazard, the *Contractor* shall update the SDS and forward it to the *Employer* and to the address listed in Clause 27M.8 (*Provision of Data for Hazardous Articles, Materials and Substances*); and

27M.1.2 the *Employer*, if it becomes aware of new information regarding the hazardous properties of the substance, or any

other information that might call into question the appropriateness of the risk management measures identified in the SDS supplied, shall report this information in writing to the *Contractor*.

27M.3 If the *Contractor* is required, under, or in connection with this Contract, to supply or use any articles that, in the course of their use, maintenance, disposal, or in the event of an accident, may release hazardous materials or substances, it shall provide to the *Employer* a list of those hazardous materials or substances, and for each hazardous material or substance listed, provide an SDS.

27M.4 The *Contractor* shall provide to the *Employer* a completed DEFFORM 68.

27M.5 If the articles, materials or substances are ordnance, munitions or explosives, in addition to the requirements of CHIP and the Regulation, the *Contractor* shall comply with hazard reporting requirements of DEF STAN 07-85 (Design Requirements for Weapons and Associated Systems).

27M.6 If the articles, materials or substances are or contain or embody a radioactive substance as defined in the Ionising Radiation Regulations SI 1999/3232, the *Contractor* shall additionally provide details of:

27M.6.1 activity; and

27M.6.2 the substance and form (including any isotope).

27M.7 If the articles, materials or substances have magnetic properties, the *Contractor* shall additionally provide details of the magnetic flux density at a defined distance, for the condition in which it is packed.

27M.8 Any SDS to be provided in accordance with this Clause 27M (*Provision of Data for Hazardous Articles, Materials and Substances*), including any related information to be supplied in compliance with the *Contractor's* statutory duties under Clauses 27M.1 and 27M.2.1 (*Provision of Data for Hazardous Articles, Materials and Substances*), any information arising from the provisions of Clauses 27M.5, 27M.6 and 27M.7 (*Provision of data for Hazardous Articles, Materials and Substances*) and the completed DEFFORM 68, shall be sent directly to the *commercial officer* as soon as practicable, and not less than one month prior to the In Service Date, unless otherwise stated in this Contract. In addition, so that the safety information can reach users without delay, a copy shall be sent preferably as an email with attachment(s) in Adobe PDF or MS WORD format, or, if only hardcopy is available, to the addresses below :

Hard copies to be sent to:

Hazardous Stores Information System (HSIS)

Supply Chain Management (SCM)

Defence Movements and Transport Policy (DMTPD)

Defence Dangerous Goods & Hazardous Stores Group (DDGHSG)

HQ DE&S
NH3 Cedar 2B, #3246
MOD Abbey Wood (South)
Bristol BS34 8JH

Emails to be sent to:

DSEA-DLSR-MovTpt-DGHSIS-Mgr@mod.uk

27M.9 Any withholding of information concerning hazardous articles, materials or substances shall be regarded as a breach of this Contract for which the *Employer* reserves the right to require the *Contractor* to rectify the breach immediately at no additional cost to the *Employer* or to terminate this Contract without compensation.

27M.10 In exercising its rights or remedies under this Clause 27M (*Provision of Data for Hazardous Articles, Materials and Substances*), the *Employer* shall act in a reasonable and proportionate manner having regard to the gravity of the failure.

28 Health & Safety

28.1 The *Contractor* shall Provide the Service in accordance with the *Employer's* health and safety requirements as set out in Module A of Booklet 3 (*Service Information*). The *Contractor* shall indemnify and keep the *Employer* indemnified from and against any direct claims, actions, liabilities, losses, costs, expenses and damages arising as a result of the *Contractor's* failure to comply with its obligations under this Clause 28 (*Health & Safety*). The *Contractor* may be required to attend safety training at any Establishment, which may be arranged from time to time by the *Employer*.

28.2 The *Contractor* shall:

28.2.1 prior to the In Service Date, provide the *Service Manager* with full details of all hazardous materials and substances which may be brought on the Establishments by the *Contractor*;

28.2.2 update the *Service Manager* if there are any changes to the information provided pursuant to Clause 28.2.1 (*Health & Safety*); and

28.2.3 inform the *Service Manager* immediately if it becomes aware of any toxic, hazardous or carcinogenic substances on any Establishment, along with its procedures for dealing with and carrying out the disposal of any such substances.

28.3 The *Contractor* shall notify the *Service Manager* of any health and safety hazards of which it is aware or ought reasonably to be aware, which may arise in connection with the performance of this Contract. The *Contractor* shall also draw these hazards to the attention of the *Employer* and Others and any other persons engaged by the *Contractor* in the performance of the

service at any Establishment, or any other person who may be affected by these hazards.

- 28.4 The *Contractor* shall procure that all Personnel will familiarise themselves with the emergency procedures laid down by the *Service Manager* and the *Contractor* and the health and safety policies and procedures which the *Contractor* is required to adopt pursuant to Clause 28.1 (*Health & Safety*).
- 28.5 The *Contractor* shall procure that the Personnel at all times comply with all legal requirements including but not limited to the "Duty of Care" provisions contained in part II of the Environmental Protection Act 1990, Part II of the Waste and Contaminated Land (Northern Ireland) Order 1997 and any relevant regulations made under that Act or Order as the case may be and shall ensure that all Personnel, perform their duties in accordance with all health and safety Law.
- 28.6 All property of the *Contractor* and the Contractor Related Parties will be at the risk of the *Contractor* whilst it is on any Establishment, and the *Employer* will accept no liability for any loss or damage howsoever occurring thereto or caused thereby, except as follows:
- 28.6.1 where any such loss or damage was caused or contributed to by any act, neglect or default of any of the *Employer* then the *Employer* shall accept liability for it to the extent to which such loss or damage is so caused or contributed to as aforesaid; and
- 28.6.2 where any property of the *Contractor* has been taken on charge by the Head of Establishment, and a proper receipt has been given for it, then the *Employer* shall be liable for any loss or damage occurring to that property while held on such charge as aforesaid, save to any extent such loss or damage is caused or contributed by any act neglect or default of the *Contractor* or any of any Contractor Related Party.
- 28.7 The *Contractor* shall report any injury, disease or dangerous occurrence at any Establishment arising out of the performance of this Contract, which is required to be reported under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 ("RIDDOR") to the Head of Establishment. This would be in addition to any report, which the *Contractor* may be required to submit under RIDDOR to the relevant enforcing authority (e.g. Health and Safety Executive or Local Authority).
- 28.8 The first time the *Contractor* enters an Establishment for the purpose of performing work under this Contract:
- 28.8.1 the *Contractor* shall notify the Head of Establishment and the *Service Manager* of:
- (a) any health and safety hazards associated with the work to be performed by him or any of the Personnel;
 - (b) any foreseeable risks to the health and safety of all persons associated with such hazards; and

- (c) any precautions to be taken by him as well as any precautions which, in his opinion, ought to be taken by the *Employer*, in order to control such risks;
- 28.8.2 the *Employer* may notify the *Contractor* of any precautions (but without being responsible for the same) which, in its opinion, ought to be taken by the *Contractor*, in order to control such risks;
- 28.8.3 the *Contractor* shall notify the Personnel of and, where appropriate, provide adequate instruction in relation to:
- (a) the hazards, risks and precautions notified by him to the *Employer* under Clause 28.8.1 (*Health & Safety*);
 - (b) the hazards, risks and precautions notified by the *Employer* to the *Contractor* under Clause 28.8.2 (*Health & Safety*); and
 - (c) the precautions which, in his opinion, ought to be taken by the Personnel in order to control those risks;
- 28.8.4 the *Contractor* shall provide the Head of Establishment and the *Service Manager* with:
- (a) copies of those sections of his own and, where appropriate, any Contractor Related Party's safety policies which are relevant to the risks notified under Clause 28.8.1 (*Health & Safety*);
 - (b) copies of any related risk assessments; and
 - (c) copies of any notifications and instructions issued by him to Personnel under Clause 28.8.3 (*Health & Safety*);
- 28.8.5 the *Employer* shall provide the *Contractor* with:
- (a) copies of those sections of its own safety policies which are relevant to the risks notified under Clause 28.8.2 (*Health & Safety*);
 - (b) copies of any related risk assessments; and
 - (c) copies of any notifications and instructions issued by it to its employees similar to those called for from the *Contractor* under Clause 28.8.3 (*Health & Safety*),

and in each case the *Contractor* or the *Employer* (as appropriate) shall update the relevant parties and/or provide additional or replacement documents as necessary where there is any change to the information which such Party is required to provide under this Clause 28.8 (*Health & Safety*).

29 Employee transfer arrangements on entry and exit

- 29.1 The Parties shall comply with their respective employment, pensions and associated obligations set out in Annex H (*Transfer Regulations*) and Annex I (*Pension Matters*) to this Booklet 1 (*Conditions of Contract*) for the purposes of which references therein to “the Authority” shall mean “the Employer”.
- 29.2 This Contract shall not become effective until the *Contractor* and any Employing Sub-Contractor (as defined in Part 1 (*Employee Transfer Arrangements on Entry*) of Annex H (*Transfer Regulations*)) enter into an Admission Agreement.

3 Time

30 Starting and the service period

- 30.1 The *Contractor* shall not begin the *service* until the In Service Date and shall Provide the Service throughout the *service period*.
- 30.2 The *Contractor* shall Provide the Service in accordance with the timescales specified in the Service Information, using at all times all reasonable endeavours to avoid and mitigate any delay howsoever caused.
- 30.3 The *Employer* reserves the right to extend the *service period* (on any number of occasions) by up to a maximum of two (2) years in the aggregate. Should the *Employer* decide to extend the *service period*, the *Contractor* will be notified in the case of the first extension not less than 12 (twelve) months prior to the expiry date of the *service period*. Thereafter any further option(s) to extend will be advised not less than three (3) months prior to the extant expiry date of the then *service period*. Any extension to the *service period* will be priced in accordance with Part 4 (*Variation of Prices*) of Booklet 2 (*Pricing Information*).

31 Timescales

The Parties shall act within such timescales as may be reasonable in all the circumstances where this Contract does not provide for a specific timescale.

4 Testing and Defects

40 Tests and inspections

- 40.1 This Clause 40 (*Tests and Inspections*) only applies to tests and inspections required by the Service Information or the applicable Law.
- 40.2 The *Contractor* shall provide materials, facilities and samples for tests and inspections as stated in the Service Information.
- 40.3 The *Contractor* and the *Service Manager* shall give each other notice of each of his tests and inspections before it starts and afterwards shall notify the other of its results. The *Contractor* shall notify the *Service Manager* in time for a test or inspection to be arranged and done before doing work which would obstruct the test or inspection. The *Service Manager* may watch any test done by the *Contractor*. If the *Contractor* fails to so notify, the

Contractor shall repeat the test or inspection and give notification as required in this Clause 40.3 (*Tests and Inspections*).

- 40.4 If a test or inspection shows that any work has a Defect, the *Contractor* shall correct the Defect and shall repeat the test or inspection.
- 40.5 The *Service Manager* shall carry out his tests and inspections without causing unnecessary delay to the *service*.
- 40.6 The *Service Manager* shall assess the cost incurred by the *Employer* in repeating a test or inspection after a Defect is found. The *Contractor* shall pay the amount assessed and such sum will be recoverable by the *Employer* as a debt.

41 Correcting Defects

- 41.1 Until the end of the *service period*, the *Service Manager* shall notify the *Contractor* of each Defect as soon as he finds it and the *Contractor* shall notify the *Service Manager* of each Defect as soon as he finds it. The *Contractor* shall correct a Defect whether or not the *Service Manager* has notified him of it.
- 41.2 The *Contractor* shall correct Defects within a time which minimises the adverse effect on the *Employer* or Others and in any event within the period required by the *Service Manager* (acting reasonably in the circumstances).
- 41.3 In addition to other remedies available to the *Employer* if the *Contractor* does not correct a Defect within the time required by this Contract, or agreed with the *Service Manager*, the *Service Manager* may assess the cost to the *Employer* of having this Defect corrected by other people and the *Contractor* shall pay this amount, save to the extent that the *Employer* has already recovered such costs as actual costs incurred as a result of a Service Defect under Annex K (*Performance Management Regime*) but provided always that the *Employer* shall be permitted to make any other deductions permitted in accordance with Annex K (*Performance Management Regime*).
- 41.4 The *Service Manager* shall arrange for the *Employer* to allow the *Contractor* access to the relevant Establishment if it is needed for correcting a Defect.

42 Accepting Defects

The *Contractor* and the *Service Manager* may each propose to the other (via the Change Management Process) that the Service Information should be changed so that a Defect does not have to be corrected. The *Employer* has complete discretion as to whether or not to agree to any Change. Any agreed Change shall be effected using the Change Management Process.

5 Payment

50 Assessing the Amount Due

Contractor Proposal

- 50.1 No later than five (5) Working Days after the end of each Payment Period, the *Contractor* shall issue a proposal for payment (a “**Payment Proposal**”) to the *Service Manager* specifying:
- 50.1.1 the amount the *Contractor* considers will be due for the relevant Payment Period, which shall include those amounts specified in Clauses 50.4.1 to 50.4.4 (*Assessment by Service Manager*) (inclusive); and
 - 50.1.2 the basis on which the amount was calculated.
- 50.2 If no Payment Proposal is received by the *Service Manager* in the timeframe specified in Clause 50.1 (*Contractor Proposal*), the sum to be certified in accordance with Clause 50.5 (*Assessment by the Service Manager*) in respect of that Payment Period shall be nil, provided that where the *Contractor* subsequently issues a Payment Proposal in respect of such Payment Period, any sum claimed therein shall be assessed by the *Service Manager* at the next monthly Regional Performance Review Meeting in accordance with Clause 50.4 (*Assessment by Service Manager*) and any sum which the *Service Manager* assesses as being due to the *Contractor* shall be included in the next Payment Certificate and paid to the *Contractor* in accordance with Clause 51 (*Payment Under P2P*).
- 50.3 The *Service Manager* shall generate a separate Unique Order Identifier for each element of the *service* under this Contract and the *Contractor* must quote each relevant Unique Order Identifier in any communication concerning the *service*, including any Payment Proposal and any P2P Invoice submitted in accordance with Clause 51.1 (*Payment Under P2P*). The application of Unique Order Identifiers is at line item level.

Assessment by Service Manager

- 50.4 At each monthly Regional Performance Review Meeting, the *Service Manager* shall assess the amount due, being:
- 50.4.1 the Prices for the *service* provided in the relevant Payment Period,
 - 50.4.2 plus other amounts to be paid to the *Contractor*,
 - 50.4.3 less any deductions made in accordance with the Performance Management Regime; and
 - 50.4.4 less amounts to be paid by or retained from the *Contractor*, (other than any amount already accounted for under Clause 50.4.3 (*Assessment by Service Manager*)),
- and when doing so shall consider any Payment Proposal received in accordance with Clause 50.1 (*Contractor Proposal*) and discuss with the *Contractor* how the amount due has been assessed.
- 50.5 The *Service Manager* shall certify a payment at a Regional Performance Review Meeting by issuing a payment certificate to the *Contractor* (a “**Payment Certificate**”). The Payment Certificate shall be the notice of

payment to the *Contractor* specifying the amount due at the Payment Due Date, notwithstanding that it may specify a different amount to that stated by the *Contractor* in any associated Payment Proposal.

- 50.6 The *Service Manager* shall correct any wrongly assessed amount due in a later Payment Certificate.

51 Payment Under P2P

- 51.1 The *Contractor* shall, within five (5) Working Days of receipt of a Payment Certificate, submit an invoice for the sum specified in the Payment Certificate using a properly prepared message structure and format for an invoice in accordance with the arrangements in the Electronic Transaction Agreement (a “**P2P Invoice**”).
- 51.2 Where no valid P2P Invoice is received by the *Employer* in accordance with Clause 51.1 (*Payment Under P2P*) the *Contractor* shall not be entitled to any payment in respect of the relevant Payment Certificate, provided that where the *Contractor* subsequently issues a P2P Invoice in respect of such Payment Certificate, the *Employer* shall receipt the request within five (5) Working Days of receipt by the *Employer* of a P2P Invoice in respect of the subsequent Payment Period and Clause 51.5 (*Payment Under P2P*) shall apply.
- 51.3 Without prejudice to Clause 51.1 (*Payment Under P2P*), where the amount specified in the Payment Certificate is lower than that stated in the Payment Proposal in respect of the same Payment Period (the difference between the two amounts being the “**Disputed Amount**”), the *Contractor* may notify the *Employer* that it wishes to refer the matter for determination under Clause 95 (*Dispute Resolution*).
- 51.4 Subject to Clause 51.2 (*Payment Under P2P*), upon submission of a P2P Invoice the *Employer* shall, within five (5) Working Days, receipt the request on the P2P invoice system for the sum specified in the P2P Invoice.
- 51.5 Following the receipting of a request in accordance with Clause 51.2 or Clause 51.4 (*Payment Under P2P*), the payment shall be made by the *Bill Paying Branch* on or before the Payment Due Date.
- 51.6 All payments made pursuant to Clause 51.5 (*Payment Under P2P*) shall be made by means of the Bankers Automated Clearing Service (BACS) directly into the *Contractor’s* nominated bank account. To facilitate payment by means of the BACS system, the *Contractor* shall provide the *Bill Paying Branch*, in advance of the submission of valid applications, details of the name and address of its bank, the sort code and account number.
- 51.7 Notwithstanding any statement to the contrary or any documentation received from the *Contractor*, the assessment, certification, receipting or payment by the *Employer* of any sum will not be construed as acceptance by the *Employer* of the performance of the *Contractor’s* obligations nor as a waiver of his rights and remedies under this Contract or otherwise.

52 Disputed Amounts

- 52.1 Where a Disputed Amount has been determined under Clause 95 (*Dispute Resolution*) pursuant to a referral made in accordance with Clause 51.3 (*Payment Under P2P*) and it is determined that the *Employer* has withheld any amount which the *Contractor* was entitled to be paid the *Employer* shall pay such amount to the *Contractor* together with interest calculated in accordance with Clause 53.2 (*Interest*).
- 52.2 Any amount due to the *Contractor* pursuant to Clause 52.1 (*Disputed Amounts*) shall be accounted for in the *Service Manager's* next assessment carried out in accordance with Clause 50.4 (*Assessment by Service Manager*) and the associated Payment Certificate.

53 Interest

- 53.1 Where and to the extent that any sum due under this Contract would otherwise be a 'qualifying debt' under the Late Payment of Commercial Debts (Interest) Act 1998 (for the purposes of this Clause 53 (*Interest*), the "**Act**"):
 - 53.1.1 the interest provided for by this Clause 53.1 (*Interest*) is a contractual remedy and is not a statutory interest. Therefore, to the extent permissible by Law, the provisions of the Act relating to statutory interest will not apply to this Contract;
 - 53.1.2 from the day after the Payment Due Date and thereafter until payment is made, simple interest at a rate calculated in accordance with Clause 53.1.3 (*Interest*), may be claimed by the *Contractor* on the value of all claims for payment (or unpaid parts thereof) made in accordance with this Contract;
 - 53.1.3 without prejudice to Clause 53.1.1 (*Interest*), the rate of interest referred to in Clause 53.1.2 (*Interest*) will be the *interest rate* on the Payment Due Date;
 - 53.1.4 no interest will be payable for any period of delay attributable to the conduct of the *Contractor*;
 - 53.1.5 all claims for interest made pursuant to this Clause 53.1 (*Interest*) shall be notified in writing to the *commercial officer*; and
 - 53.1.6 any interest pursuant to this Clause 53.1 (*Interest*) will not form a part of the Prices and, as a remedy for late payment, will not be subject to VAT.
- 53.2 If an amount due is corrected in a later Payment Certificate either:
 - 53.2.1 by the *Service Manager* pursuant to Clause 50.5 (*Assessment by Service Manager*); or
 - 53.2.2 following the determination of a Disputed Amount pursuant to Clause 52 (*Disputed Amounts*),

interest on the correcting amount shall be paid. Interest shall be assessed from the date when the incorrect amount was certified under Clause 50.6 (*Assessment by Service Manager*) until the date when the correcting amount is assessed and certified in a Payment Certificate.

54 Value Added Tax

- 54.1 The Prices exclude any UK output Value Added Tax (“**VAT**”) and any similar EU (or non-EU) taxes chargeable on the supply of the *service* by the *Contractor* to the *Employer*.
- 54.2 If the *Contractor* is required by UK VAT Law to be registered for UK VAT (or has registered voluntarily) in respect of his business activities at the time of any supply, and the circumstances of any supply are such that the *Contractor* is liable to pay the tax due to HM Revenue and Customs (“**HMRC**”), the *Employer* shall pay to the *Contractor* in addition to any sum due under Clause 51 (*Payment Under P2P*) (or any other sum due to the *Contractor*) a sum equal to the output VAT chargeable on the tax value of the supply of the *service*, and all other payments under this Contract according to the Law at the relevant tax point. In the event of any doubt about the applicability of the tax in such cases, the *Employer* may require the *Contractor* to obtain and pass to the *Employer* a formal ruling from HMRC.
- 54.3 The *Contractor* shall be responsible for the determination of VAT liability. The *Contractor* shall consult his local VAT office in cases of doubt. The *Contractor* shall notify the *Service Manager* of the *Employer’s* VAT liability under this Contract, and any changes to it, when the liability is other than at the standard rate of VAT.
- 54.4 Where a supply of the *service* comes within the scope of UK VAT, but the *Contractor* is not required by UK VAT Law to be registered for UK VAT (and has not registered voluntarily), the *Employer* shall be responsible for assessing and paying over directly to HMRC any UK output VAT due in respect of the *service*.
- 54.5 Where the *service* is deemed to be supplied to the *Employer* outside the UK, the *Contractor* may be required by the laws of the country where the supply takes place to register there for EU (or non- EU) turnover or similar tax. In that event, the *Employer* shall pay to the *Contractor* in addition to any sum due under Clause 51 (*Payment Under P2P*) (and any other sum due to the *Contractor* under this Contract) sum equal to the tax the *Contractor* is liable to pay to the tax authorities of the country in question in relation to *service*.
- 54.6 For the avoidance of doubt, the *Employer* shall not be required to pay any sum in respect of the *Contractor’s* input VAT (and/or similar EU and non-EU input taxes) in relation to the *service* supplied under this Contract.

55 Recovery of Sums Due

Whenever under this Contract any sum of money will be recoverable from or payable by the *Contractor*, the same may be deducted from any sum then due or which at any time thereafter may become due to the *Contractor* under

this Contract, or under any other contract with the *Employer* or with any government department and/or such sum may be recoverable by the *Employer* from the *Contractor* as a debt.

56 Expenses

Except as expressly set out in this Contract, the *Employer* shall not be required to pay any incidental expenses that the *Contractor* incurs in Providing the Service including travel, subsistence and lodging, document or report production, shipping, desktop or office equipment costs required by the Personnel, network or data interchange costs or other telecommunication charges.

57 Pension Scheme Contributions

The *Contractor* shall pay the Employer Contributions to the Pension Schemes and recover such Employer Contributions directly from the *Employer* monthly in arrears using the *Employer's* P2P payment system, provided always that where the *Contractor* is in arrears the provisions of Paragraph 2.1.4 of Annex I (*Pension Matters*) shall apply.

6 Compensation Events

60 Compensation Events

60.1 The following constitute Compensation Events:

60.1.1 the *Service Manager* does not reply to a communication from the *Contractor* within the period required by this Contract provided that the *Contractor* has complied with all of its obligations required by this Contract as regards notifications to the *Employer* or to the *Service Manager*;

60.1.2 the *Service Manager* changes a decision which he has previously communicated to the *Contractor* save where such change is due to any act, neglect or default of the *Contractor* or any Contractor Related Party (including the provision by the *Contractor* of inaccurate or misleading information);

60.1.3 the *Service Manager* unreasonably withholds an acceptance other than:

(a) where the *Service Manager* is entitled to withhold such acceptance; or

(b) acceptance of a quotation for not correcting a Defect,

in accordance with the terms of this Contract;

60.1.4 a test or inspection done by the *Service Manager* causes unnecessary and avoidable delay save where such test or inspection is reasonable having regard to previous instances of non-compliant work;

60.1.5 a breach of this Contract by the *Employer* which after all reasonable mitigation by the *Contractor* causes a material increase in the cost to the *Contractor* of providing the *service* and which is not an Employer Dependency Failure or one of the other Compensation Events; and

60.1.6 the *Employer* wilfully damages any Employer Assets or Equipment,

save where such event is due to any act, omission, breach or default of the *Contractor* or any Contractor Related Party (including the provision by the *Contractor* or any Contractor Related Party of inaccurate or misleading information).

61 Notifying Compensation Events

61.1 Where the Compensation Event is of a type falling under Clause 60.1.2 (*Compensation events*), the *Contractor* shall notify the *Service Manager* of the Compensation Event at the time of receiving the changing of the earlier decision. On receipt of notification by the *Contractor* that it considers that the changing of a decision by the *Service Manager* is a Compensation Event the *Service Manager* may:

61.1.1 instruct the *Contractor* to submit a quotation in accordance with Clause 62 (*Quotations for Compensation Events*) unless a quotation has already been submitted pursuant to Clause 61.2 (*Notifying Compensation Events*); or

61.1.2 direct the *Contractor* to put the changed decision into immediate effect whilst submitting such a quotation

Provided always that this Clause 61.1 is without prejudice to the rights of the *Service Manager* to decide that the changed decision is actually an event which falls within one or more of Clauses 61.4.1 to 61.4.6 and so that the Prices and/or dates are not to be changed.

61.2 The *Service Manager* may instruct the *Contractor* to submit quotations for a proposed changed decision. The *Contractor* shall not put a proposed changed decision into effect, and such changed decision will not be deemed to be a Compensation Event, unless and until the *Service Manager* notifies the *Contractor* that it wishes to proceed with the proposed changed decision.

61.3 The *Contractor* shall notify the *Service Manager* of an event which has happened or which he expects to happen if:

61.3.1 the *Contractor* believes that the event is a Compensation Event; and

61.3.2 the *Service Manager* has not notified the event to the *Contractor*,

provided that if the *Contractor* does not notify a Compensation Event within three (3) weeks of becoming aware of the Compensation Event, he is not entitled to a change in the Prices unless the Compensation Event is of a

type falling under Clause 60.1.2 (*Compensation Events*) and the *Service Manager* failed to notify the event to the *Contractor* in accordance with Clauses 61.1 or 61.2 (*Notifying Compensation Events*).

- 61.4 If the *Service Manager* decides that an event notified by the *Contractor*:
- 61.4.1 arises by reason of any act, omission, breach or default by the *Contractor* or any Contractor Related Party;
 - 61.4.2 has not happened and is not expected to happen;
 - 61.4.3 does not result in an increase in the cost to the *Contractor* of carrying out the *service*;
 - 61.4.4 is not a Compensation Event;
 - 61.4.5 has not been duly mitigated by the *Contractor*; or
 - 61.4.6 has occurred due to the realisation of a risk assumed by the *Contractor* pursuant to Clause 81 (*The Contractor's Risks*),
- he shall notify the *Contractor* of his decision that the Prices are not to be changed.
- 61.5 If the *Service Manager* decides that the reasons in Clauses 61.4.1 to 61.4.6 (*Notifying Compensation Events*) (inclusive) do not apply, he shall notify the *Contractor* accordingly and instruct him to submit quotations in accordance with Clause 62 (*Quotations for Compensation Events*).
- 61.6 If the *Service Manager* does not notify his decision to the *Contractor* within either:
- 61.6.1 two (2) weeks of the *Contractor's* notification, or
 - 61.6.2 a longer period to which the *Contractor* has agreed, or
 - 61.6.3 a longer period specified by the *Service Manager* (being not more than four (4) weeks), or
 - 61.6.4 at the next Regional Performance Review Meeting,
- the *Contractor* may notify the *Service Manager* and the *commercial officer* to this effect. If neither the *Service Manager* nor the *commercial officer* reply within two (2) weeks of this notification the *Contractor* will be entitled to treat this as acceptance by the *Service Manager* that the event is a Compensation Event and an instruction to submit quotations in accordance with Clause 62 (*Quotations for Compensation Events*).
- 61.7 If the *Service Manager* decides that the *Contractor* did not give an Early Warning of the event which an experienced *Contractor* could have given, he shall notify this decision to the *Contractor* when he instructs him to submit quotations and Clause 63.5 (*Assessing Compensation Events*) applies.

- 61.8 If the *Service Manager* decides that the effects of a Compensation Event are too uncertain to be forecast reasonably, he shall state assumptions about the Compensation Event in his instruction to the *Contractor* to submit quotations. Assessment of the Compensation Event shall be based on these assumptions. If any of them is later found to have been wrong, the *Service Manager* shall notify a correction.
- 61.9 A Compensation Event shall not be notified after the end of the *service period*.

62 Quotations for Compensation Events

- 62.1 After discussing with the *Contractor* different ways of dealing with the Compensation Event which are practicable, the *Service Manager* may instruct the *Contractor* to submit alternative quotations. The *Contractor* shall submit any such required quotations to the *Service Manager* and may submit quotations for other methods of dealing with the Compensation Event which he considers practicable.
- 62.2 Quotations for Compensation Events shall comprise proposed changes to the Prices assessed by the *Contractor* in accordance with Clause 63 (*Assessing Compensation Events*). The *Contractor* shall submit details of his assessment with each quotation, including a separate assessment of the impact of the Compensation Event on each of:
- 62.2.1 the Contractor Related Parties;
 - 62.2.2 the Equipment;
 - 62.2.3 any Sub-Contracts,
- and if the plan for the *service* is altered by the Compensation Event, the *Contractor* shall include the alterations to the Accepted Plan in his quotation.
- 62.3 The *Contractor* shall submit quotations as soon as possible, but in any event within three (3) weeks of being instructed to do so by the *Service Manager*. The *Service Manager* shall reply within four (4) weeks of the submission. His reply shall be:
- 62.3.1 an instruction to submit a revised quotation;
 - 62.3.2 an acceptance of a quotation;
 - 62.3.3 a notification that a proposed changed decision will not be made; or
 - 62.3.4 a notification that he will be making his own assessment in accordance with Clause 64 (*The Service Manager's Assessment*).
- 62.4 The *Service Manager* shall instruct the *Contractor* to submit a revised quotation pursuant to Clause 62.3.1 (*Quotations for Compensation Events*) only after explaining his reasons for doing so to the *Contractor*. The

Contractor shall submit the revised quotation as soon as possible, but in any event, within three (3) weeks of being instructed to do so.

62.5 The *Service Manager* may extend the time allowed for:

62.5.1 the *Contractor* to submit quotations for a Compensation Event; and/or

62.5.2 the *Service Manager* to reply to a quotation,

if the *Service Manager* and the *Contractor* agree to the extension before the submission or reply is due. The *Service Manager* shall notify the *Contractor* of any extension that has been agreed.

62.6 If the *Service Manager* does not reply to a quotation within the time allowed, the *Contractor* may notify the *Service Manager* and the *commercial officer* to this effect. If the *Contractor* submitted more than one quotation for the Compensation Event, he shall state in his notification which quotation he proposes is to be accepted. If neither the *Service Manager* nor the *commercial officer* reply within two (2) weeks of this notification, and unless the quotation is for a Compensation Event of a type falling under Clause 60.1.2 (*Compensation Events*), the *Contractor's* notification shall be treated as acceptance of the quotation by the *Service Manager*.

63 Assessing compensation events

63.1 For a Compensation Event which only affects the quantities of work shown in the Price List, the change to the Prices shall be assessed by multiplying the changed quantities of work by the appropriate rates in the Price List.

63.2 For other Compensation Events, the change to the Prices shall be assessed as the effect of the Compensation Event upon the costs reasonably incurred (or to be reasonably incurred) by the *Contractor* in carrying out the *service*, using Booklet 2 (*Pricing Information*); and the rates and prices contained in the Price List.

63.3 The effect of a Compensation Event may be assessed as a reduction, as well as an increase, in the Prices.

63.4 Subject to Clause 63.7, the rights of the *Employer* and the *Contractor* to change the Prices are their only rights in respect of a Compensation Event.

63.5 If the *Service Manager* has notified the *Contractor* pursuant to Clause 61.7 (*Notifying Compensation Events*) that the *Contractor* did not give an Early Warning, the Compensation Event is assessed as if the *Contractor* had given Early Warning and had taken such actions as the *Service Manager* (acting reasonably) decides should have been taken to mitigate, avoid or reduce any increase to the total of the Prices or any impairment of the performance of the *service*.

63.6 Where the Price List has been changed consequent upon a Compensation Event then the changed Price List shall be used for subsequent assessments of the Prices.

- 63.7 The *Employer* shall not be entitled to:
- 63.7.1 bring a claim for a breach of obligations under this Contract by the *Contractor*; or
 - 63.7.2 make any deductions pursuant to the Performance Management Regime,
- to the extent that a Compensation Event occurs and the *Contractor* is prevented from carrying out its obligations under this Contract by that Compensation Event. The *Employer* shall not be entitled to terminate this Contract for reasons R5, R15 or R16 (as set out in Clause 91 (*Reasons for Termination*)) to the extent that such reason arises as a result of a Compensation Event.

64 The Service Manager's assessments

- 64.1 The *Service Manager* shall assess a Compensation Event:
- 64.1.1 if the *Contractor* has not submitted a quotation and details of his assessment within the time allowed;
 - 64.1.2 if the *Service Manager* decides that the *Contractor* has not assessed the Compensation Event in accordance with this Contract in a quotation and he does not instruct the *Contractor* to submit a revised quotation;
 - 64.1.3 if, when the *Contractor* submits quotations for a Compensation Event, he has not submitted a plan or alterations to a plan which this Contract requires him to submit; or
 - 64.1.4 if, when the *Contractor* submits quotations for a Compensation Event, the *Service Manager* has not accepted the *Contractor's* latest plan for one of the reasons stated in this Contract.
- 64.2 The *Service Manager* shall notify the *Contractor* of his assessment of a Compensation Event and shall give him details of it within the period allowed for the *Contractor's* submission of his quotation for the same event. This period shall start when the need for the *Service Manager's* assessment becomes apparent.
- 64.3 If the *Service Manager* does not assess a Compensation Event within the time allowed, the *Contractor* may notify the *Service Manager* and the *commercial officer* to this effect. If the *Contractor* submitted more than one quotation for the Compensation Event, he shall state in his notification which quotation he proposes is to be accepted. If neither the *Service Manager* nor the *commercial officer* reply within two (2) weeks of this notification the notification shall be treated as acceptance of the *Contractor's* quotation by the *Service Manager*.

7 Use of Equipment and Employer Assets

70 Employer Assets

- 70.1 The *Employer* shall during the *service period* permit the *Contractor* to have access to and use of the Employer Assets subject to this Clause 70 (*Employer Assets*).
- 70.2 Title to the Employer Assets shall remain with the *Employer* at all times and, subject to the permissions granted under this Clause 70 (*Employer Assets*), the *Contractor* shall have no right or interest in them and shall not obtain title to the Employer Assets.
- 70.3 In respect of the Employer Assets, the *Contractor* shall:
- 70.3.1 only use, and permit the Personnel to use, the Employer Assets to the extent necessary in order to Provide the Service and in a manner which shall minimise the disruption to the business and operations of the *Employer*;
 - 70.3.2 not, without the prior written consent of the *Employer*, carry out any Commercial Work during the Contract Period;
 - 70.3.3 within ten (10) Working Days of receipt of any Employer Assets, conduct a reasonable visual inspection of such Employer Assets and liaise with the Service Manager to agree the time period required in order to:
 - (a) check the Employer Assets to verify that they correspond with the Employer Assets specified in this Contract;
 - (b) conduct any additional inspection and testing as may be necessary and practicable to check that the Employer Assets are not defective or deficient for the purpose for which they have been provided; and
 - (c) notify the *Service Manager* of any defects, deficiencies or discrepancies discovered,

Following the agreement of such time period the *Contractor* shall carry out the actions referred to in this Clause 70.3.3 (*Employer Assets*) within that time period. In the event that such time period is not agreed during the ten (10) Working Day period, the *Contractor* shall carry out such actions within forty (40) Working Days of receipt of the relevant Employer Assets (inclusive of the ten (10) Working Days allowed for a reasonable visual inspection as referred to above).
 - 70.3.4 operate, manage and maintain the Employer Assets in accordance with Good Industry Practice or otherwise as specified in the Service Information and any Accepted Plan;
 - 70.3.5 subject to Clause 70.3.6 (*Employer Assets*), have full responsibility and liability for all Employer Assets during the

- service period and shall compensate the *Employer* for any loss or damage occurring to them;
- 70.3.6 not be liable for fair wear and tear of any Employer Asset resulting from its normal and proper use in connection with the provision of the *service*;
- 70.3.7 not move any Employer Assets from any location without the *Employer's* prior written consent (not to be unreasonably withheld or delayed);
- 70.3.8 ensure that any instructions or manuals supplied by the manufacturer of the Employer Assets for their use and which are made available to the *Contractor* shall be followed by the Personnel;
- 70.3.9 take such steps as may be properly recommended by the manufacturer of the Employer Assets (to the extent that such steps have been notified to it);
- 70.3.10 not knowingly use or permit any of the Employer Assets to be used in contravention of any Law;
- 70.3.11 not permit or assert any lien over, sell, offer for sale, assign, mortgage, encumbrance, pledge, sub-let or lend out any of the Employer Assets and ensure that no lien claims are made in respect thereof;
- 70.3.12 where the Employer Assets are leased to the *Employer*, ensure that these are used only in accordance with the terms of any relevant leasing contract (to the extent that such terms have been notified to it);
- 70.3.13 keep a record of all improvements, alterations and upgrades made by or on behalf of the *Contractor* in and to the Employer Assets; and
- 70.3.14 deliver the Employer Assets back to the *Employer* in accordance with Annex N (*Exit Management Plan*) to this Booklet 1 (*Conditions of Contract*).

71 Accounting for the property of the Employer

71.1 The *Contractor* shall:

- 71.1.1 maintain a Public Store Account ("**PSA**"), as defined in DEFSTAN 05-99, which shall include a complete list of all property of the *Employer*, as defined in Clause 71.2 (*Accounting for the property of the Employer*), and record for that property all transactions or other accounting information specified in the Service Information;
- 71.1.2 supply to the *Employer* quarterly reports on the current PSA holdings. At least one report in any twelve-month accounting

period or part thereof will be a reconciled report. This will be submitted with the Annual Certificate Form AAC 32 as required in DEFSTAN 05-99. The other three reports submitted in the period may be un-reconciled advisory reports. The submission by the *Contractor* and receipt by the *Employer* of these reports will not prejudice any rights or obligations of the *Employer* or the *Contractor* under this Contract;

- 71.1.3 ensure that the PSA is available for inspection by the *Employer* at any reasonable time;
 - 71.1.4 notwithstanding Clause 27H.1 (*Audit*), on being given four (4) weeks' notice, permit and co-operate with the *Employer* to conduct audits of the PSA in a manner to be determined by the *Employer*; provided that where the *Employer* has reasonable grounds to doubt the integrity of the PSA to the extent that the *Employer* is not satisfied of the proper use of property of the *Employer*, an audit may be conducted without notice;
 - 71.1.5 retain the PSA for a period of three (3) years after disposal of the last item of the property of the *Employer*, or for any other period as may be specified in this Contract;
 - 71.1.6 if the *Employer* agrees that a Sub-Contractor will have responsibility in the Sub-Contractor's PSA for property of the *Employer* issued in aid of this Contract, the *Contractor* will include in any Sub-Contract with those Sub-Contractors only the provisions corresponding to those set out in this Clause 71 (*Accounting for the property of the Employer*) that apply to property of the *Employer* issued in aid of the Sub-Contract, in particular Clauses 71.1, 71.2, 71.4 and 71.7; and
 - 71.1.7 manage the Government Furnished Assets ("**GFA**") component of the PSA in accordance with the provisions of DEFSTAN 05-99; and implement any new edition of or amendment to DEFSTAN 05-99, subject to Clause 19F (*Contract Changes*), within 12 (twelve) weeks of the publication date of the new edition. These amendments will not have retrospective effect.
- 71.2 For the purposes of this Clause 71 (*Accounting for the property of the Employer*) "property of the *Employer*" means fixed assets including Employer Assets and property of the *Employer* issued to the *Contractor* under any other authorising document.
- 71.3 For the avoidance of doubt, it is a condition of this Contract that this Clause 71 (*Accounting for the property of the Employer*) will apply to all property issued to the *Contractor* from the Contract Date, whether in aid of this Contract or any other contract or other agreement with the *Employer*.

- 71.4 The obligations of the *Contractor* arising under this Clause 71 (*Accounting for the property of the Employer*) in respect of property of the *Employer* issued in aid of this Contract will survive the expiry or earlier termination of this Contract and will not be completed until all such obligations are fulfilled including the provisions of Clause 71.1.5 (*Accounting for the property of the Employer*).
- 71.5 The obligations of the *Contractor* arising under this Clause 71 (*Accounting for the property of the Employer*) in respect of property of the *Employer* unconnected with this Contract will survive the expiry or earlier termination of this Contract and will not be completed until all obligations are fulfilled including the provisions of Clause 71.1.5 (*Accounting for the property of the Employer*) unless and until a subsequent contract containing equivalent provisions to those in this Clause 71 (*Accounting for the Property of the Employer*) is placed with the *Contractor* at which time obligations in respect of any remaining property of the *Employer* unconnected with this Contract will be subsumed in the subsequent contract.
- 71.6 If, after expiry or earlier termination of this Contract, no subsequent contract is placed containing equivalent provisions to those in this Clause 71 (*Accounting for the Property of the Employer*) within the period detailed at Clause 71.1.5 (*Accounting for the property of the Employer*) then the obligations of the *Contractor* arising under this Clause 71 (*Accounting for the property of the Employer*) in respect of property of the *Employer* unconnected with this Contract will cease on expiry of the period detailed at Clause 71.1.5 (*Accounting for the property of the Employer*).
- 71.7 The *Employer* reserves the right to amend the Service Information without further consultation where the amendments arise from the *Employer's* proper and reasonable accounting requirements. For the purposes of this Clause 71 (*Accounting for the property of the Employer*), any amendment to the Service Information shall be subject to the provisions of Clause 19F (*Contract Changes*). If the *Employer* exercises this right:
- 71.7.1 the *Contractor* shall implement the amendment to the Service Information at the commencement of the *Employer's* next accounting year provided that a notice of six (6) months or such other period as may expressly be agreed between the *Employer* and *Contractor* is given to the *Contractor*. These amendments will not have retrospective effect; and
- 71.7.2 the *Contractor* shall inform the *Employer* as soon as practicable, but in any event within three (3) months of notice having been given, if the *Contractor* cannot comply with the amendment to the Service Information.

72 Equipment

- 72.1 The *Contractor* grants, and in respect of Equipment owned by a third party shall procure the grant, to the *Employer* of a licence to use the Equipment to the extent necessary to receive the full benefit of the *service*.

- 72.2 The *Employer* shall not have title to and/or risk in Equipment unless and until any such Equipment is transferred to the *Employer* in accordance with Clause 92 (*Procedures on Termination*).
- 72.3 The *Contractor* shall not in any way charge, mortgage, pledge, create a lien over or otherwise encumber any Equipment without the prior written consent of the *Employer*.
- 72.4 Subject to Clause 60.1.6 (*Compensation Events*), the *Contractor* shall be responsible for all Equipment, wherever it may be located, and shall promptly repair or replace at its own cost any lost, stolen, damaged or defective Equipment.
- 72.5 Until the time of any transfer referred to in Clause 92 (*Procedures on Termination*), the *Contractor* shall hold any Equipment which is used exclusively in the Provision of the Service (the “**Exclusive Equipment**”) on trust for the *Employer* for the purposes of Providing the Service. The *Contractor* agrees to comply with all reasonable directions of the *Employer* relating to the Exclusive Equipment.
- 72.6 Nothing in this Clause 72 (*Equipment*) shall affect the ability of the *Employer* to use any of the Equipment prior to its transfer to the *Employer* in accordance with Clause 92 (*Procedures on Termination*).
- 72.7 Unless the *Employer* has given its prior written consent, Exclusive Equipment shall be used by the *Contractor* solely for the purposes of Providing the Service in accordance with this Contract and shall not be used for the *Contractor's* own purposes or in providing any services to third parties or sub-contractors of the *Contractor*.
- 72.8 The *Employer* shall not be responsible for the delivery of Equipment to or from the Establishments, nor any costs of delivery, off-loading of Equipment, packaging and removal of packaging or the costs of disposing any Equipment during the Contract Period or upon the expiry or termination of this Contract (including where such costs are connected with the transfer of such Equipment to the *Employer* or any incoming contractor).
- 72.9 The loss or destruction for any reason of the Equipment held at any Establishment shall not relieve the *Contractor* of its obligation to Provide the Service and to meet the performance levels set out in the Performance Management Regime.

73 Outgoing contractor’s stock, assets and equipment

- 73.1 The *Contractor* may, after the Contract Date, negotiate with any outgoing contractor who has provided to the *Employer* services similar to the *service* if it wishes to purchase from them any stock, assets and/or equipment owned by them and used in connection with the provision of such service to the *Employer*, provided that any purchase agreed pursuant to this Clause 73 (*Outgoing contractor’s stock, assets and equipment*) is completed prior to the In Service Date.
- 73.2 Nothing in this Clause 73 (*Outgoing contractor’s stock, assets and equipment*), including the amount paid by the *Contractor* for any stock,

assets and/or equipment purchased pursuant to Clause 73.1 (*Outgoing contractor's stock, assets and equipment*), shall:

73.2.1 operate to relieve the *Contractor* from its obligation to Provide the Service or any other obligation under this Contract; or

73.2.2 have any impact on the Price.

8 Risks and insurance

80 Employer Dependencies

80.1 The *Employer* shall perform (or procure the performance of) the Employer Dependencies from the In Service Date.

Employer Dependency Failure

80.2 If and to the extent that an Employer Dependency Failure is the direct cause of the *Contractor's* inability to provide all or any part of the *service* or perform any of its other obligations under this Contract or of the degradation of the *Contractor's* performance against the Performance Management Regime then subject to Clause 80.3 (*Employer Dependency Failure*), the *Contractor* is entitled, save where the Employer Dependency Failure has been caused by any act or omission of the *Contractor* or any Contractor Related Party under this Contract and/or any default, negligence and/or breach as described in Clause 19E.2 (*Interdependent Contracts*), to apply for relief from those of its obligations that it is unable to perform as a direct result of such Employer Dependency Failure. If such act or omission of the *Contractor* or any Contractor Related Party and/or any default, negligence and/or breach as described in Clause 19E.2 (*Interdependent Contracts*) has contributed to the Employer Dependency Failure, the *Contractor's* entitlement to relief shall be reduced by an amount proportional to such contribution to the Employer Dependency Failure.

80.3 To obtain relief pursuant to Clause 80.2 (*Employer Dependency Failure*) the *Contractor* shall:

80.3.1 as soon as practicable, and in any event within ten (10) Working Days after it became aware that the Employer Dependency Failure has adversely affected or is likely to adversely affect the ability of the *Contractor* to provide the *service* or to perform its obligations, give to the *Service Manager* a notice which shall contain:

- (a) full details of the nature of the Employer Dependency Failure;
- (b) the date of occurrence of the Employer Dependency Failure;
- (c) the likely duration of the Employer Dependency Failure;

- (d) identification of the cause or likely cause of the Employer Dependency Failure;
- (e) full details of its claim for relief from the Performance Management Regime and for relief from its other obligations under this Contract; and
- (f) its proposals either for remedying or mitigating the effects of the Employer Dependency Failure which shall include:
 - (i) a full description of any additional works or services;
 - (ii) a timetable for such works and services;
 - (iii) information on who will carry out such works and services; and
 - (iv) full details of the cost of such works or services;

80.3.4 demonstrate to the reasonable satisfaction of the *Service Manager* that:

- (a) the *Contractor* and its Sub-Contractors could not have avoided such occurrence or consequences by steps which they might reasonably be expected to have taken, without incurring material expenditure;
- (b) the Employer Dependency Failure was the direct cause of the *Contractor's* inability to provide the *service* or perform any of its other obligations under this Contract or of the degradation of the *Contractor's* performance against the Performance Management Regime;
- (c) the relief claimed could not reasonably be expected to be mitigated or recovered by the *Contractor* and/or its Sub-Contractors acting in accordance with Good Industry Practice, without incurring material expenditure; and
- (d) the *Contractor* and its Sub-Contractors are using reasonable endeavours to perform the *Contractor's* obligations under this Contract;

80.3.5 continue to perform its obligations under this Contract subject to the constraints of the Employer Dependency Failure; and

80.3.6 notify the *Service Manager* if at any time the *Contractor* receives or becomes aware of any further information relating to the Employer Dependency Failure, giving details of that information to the extent that such information is new or

renders information previously submitted materially inaccurate or misleading.

- 80.4 The *Service Manager* shall confirm whether or not it agrees the information received from the *Contractor* in accordance with Clause 80.3 (*Employer Dependency Failure*) and the relief claimed. If the *Service Manager* and the *Contractor* cannot agree such information and the relief claimed, the Parties shall resolve the matter in accordance with the Dispute Resolution Procedure.
- 80.5 If information referred to in this Clause 80 (*Employer Dependencies*) is provided by the *Contractor* after the dates referred to in this Clause 80 (*Employer Dependencies*) then the *Contractor* shall not be entitled to any relief in respect of the period for which the information is delayed.
- 80.6 The *Contractor* shall be entitled to relief from its obligations under this Contract under this Clause 80 (*Employer Dependencies*) in respect of the Employer Dependency Failure concerned only in respect of performance of the *Contractor's* obligations under this Contract arising after the date on which the Employer Dependency Failure occurred.
- 80.7 Where the *Employer* reasonably believes that the mechanisms contained in Clause 80.2 (*Employer Dependency Failure*) are not appropriate in the circumstances it may, following receipt of a notice under Clause 80.3 (*Employer Dependency Failure*), elect to use the Change Management Process to agree with the *Contractor* how the consequences of the Employer Dependency Failure should be dealt with.
- 80.8 The *Contractor* acknowledges and agrees that any relief agreed by the Parties in accordance with Clause 80 (*Employer Dependencies*) shall be in full and final settlement of any claim it has in respect of the Employer Dependency Failure. The occurrence of an Employer Dependency Failure shall not entitle the *Contractor* to any compensation.
- 80.9 The *Contractor* shall not be entitled to any common law or equitable rights including rights to damages or to any other rights under contract, tort or otherwise in relation to any Employer Dependency Failure other than as set out in Clause 80 (*Employer Dependencies*).
- 80.10 Where the *Employer*, in its absolute discretion, notifies the *Contractor* that the *Employer* wishes the *Contractor* to implement some or all of the proposals identified in the notice as set out in Clause 80.3.1(f) (*Employer Dependency Failure*), the *Contractor* shall implement them to the extent required by the *Service Manager*. The Prices shall be adjusted in accordance with the details provided in Clause 80.3.1(f) (*Employer Dependency Failure*).

80A Force Majeure Events

- 80A.1 On the occurrence of a Force Majeure Event, the party affected by such event (the "**Affected Party**") shall notify the other Party as soon as practicable. The notification shall include details of the Force Majeure Event,

including evidence of its effect on the obligations of the Affected Party and any action proposed to mitigate its effect.

- 80A.2 As soon as practicable following such notification, the Parties shall consult with each other in good faith and use all reasonable endeavours to agree appropriate terms to mitigate the effects of the Force Majeure Event and facilitate the continued performance of this Contract.
- 80A.3 The Parties shall at all times following the occurrence of a Force Majeure Event use all reasonable endeavours to prevent and mitigate the effects of any delay and the *Contractor* shall at all times during which a Force Majeure Event is subsisting take all steps in accordance with Good Industry Practice to overcome or minimise the consequences of the Force Majeure Event.
- 80A.4 Neither Party shall be entitled to bring a claim for a breach of obligations under this Contract by the Affected Party or incur any liability to the Affected Party for any loss incurred by the Affected Party to the extent that a Force Majeure Event occurs and the Affected Party is prevented from carrying out obligations by that Force Majeure Event. The *Employer* shall not be entitled to terminate this Contract under Clause 91.2.1, Clause 91.3 or Clause 91.4.1 (*Reasons for termination*) to the extent that such termination right arises as a result of a Force Majeure Event but without prejudice to Clause 80A.5 (*Force Majeure Events*) or Clause 91.7 (*Reasons for termination*).
- 80A.5 Nothing in Clause 80A.4 (*Force Majeure Events*) shall affect the *Employer's* entitlement to make deductions in accordance with the Performance Management Regime in the period during which the Force Majeure Event is subsisting.
- 80A.6 If the Affected Party is the *Contractor*, the *Contractor* shall only be entitled to receive payment of the Prices (or a proportional payment of them) to the extent that the *service* (or part of the *service*) continues to be performed in accordance with the terms of this Contract.
- 80A.7 The Affected Party shall notify the other Party as soon as practicable after the Force Majeure Event ceases or no longer causes the Affected Party to be unable to comply with its obligations under this Contract. Following such notification this Contract shall continue to be performed on the terms existing immediately prior to the occurrence of the Force Majeure Event.
- 80A.8 Relief from liability for the Affected Party under this Clause 80A (*Force Majeure Events*) shall end as soon as the Force Majeure Event no longer causes the Affected Party to be unable to comply with its obligations under this Contract and shall not be dependent on the serving of notice under Clause 80A.7 (*Force Majeure Events*).

81 The Contractor's risks

- 81.1 Subject to Clauses 81.2 and 81.3 (*The Contractor's risks*), from the Contract Date until the end of the *service period*, the *Contractor* is responsible for any risks which are not Employer Dependencies, Compensation Events or Force Majeure Events.

81.2 If a Change in Law occurs or will occur during the Contract Period the *Contractor* shall notify the *Employer* of any Changes which are required in order to comply with the Change in Law. Such Changes shall be implemented in accordance with the Change Management Process provided that the *Contractor* shall not be relieved of its obligation to Provide the Service in accordance with the terms of this Contract as a result of a Change in Law.

81.3 Where a Change in Law:

(a) occurs after the expiry of the first two (2) Contract Years of the Contract Period; and

(b) was not reasonably foreseeable at the Contract Date from information which was either:

(i) available in the public domain; and/or

(ii) provided to the *Contractor* prior to the Contract Date,

the provisions of the Change Management Process shall apply to determine what (if any) adjustment to the Prices is necessary in order to implement any Change required to comply with such Change in Law. For the avoidance of doubt, where a Change in Law occurs which does not meet the criteria in Clauses 81.3(a) and 81.3(b), the Prices shall not be adjusted by reason of any Change necessary to comply with such Change in Law and the *Contractor* shall not be entitled to any payment or compensation by reason of such Change.

82 Indemnity

82.1 The *Contractor* shall indemnify the *Employer* against claims, proceedings, compensation and costs due to an event which is at his risk.

82.2 The liability of the *Contractor* to indemnify the *Employer* is reduced if an Employer Dependency Failure contributed to the claims, proceedings, compensation and costs. The reduction is in proportion to the extent that the Employer Dependency Failure contributed, taking into account each Party's responsibilities under this Contract.

82A Limit of Liability

82A.1 The *Contractor's* liability under or in connection with this Contract shall not exceed £100,000,000 (one hundred million pounds) in the aggregate provided that this limit shall not apply to and shall not exclude or limit any liability of the *Contractor* in respect of any or all of the following:

82A.1.1

(a) death or personal injury;

(b) breach of statutory duty; and/or

- (c) third party actions, claims demands, costs charges and expenses (including legal expenses on an indemnity basis),

which may arise out of the performance or non-performance by the *Contractor* of its obligations under this Contract or the presence on any Establishment of the *Contractor* or a Contractor Related Party or any of its or their agents;

82A.1.2 Fraud;

82A.1.3 abandonment by the *Contractor* of this Contract;

82A.1.4 wilful default and/or gross negligence of the *Contractor* and/or any Contractor Related Party;

82A.1.5 any matters or occurrences for which the *Contractor* carries insurance or is required under the terms of this Contract or as a matter of Law to carry insurance save, only in the case of matters for which the *Contractor* is required under the terms of the Contract to carry insurance, to the extent that the *Contractor's* liability for such matters or occurrences exceeds the higher of:

- (a) the minimum level of indemnity under the relevant insurance policy which the *Contractor* is required to take out pursuant to, and in accordance with, the terms of this Contract; and

- (b) the level of insurance actually carried by the *Contractor* in respect of such relevant liability,

provided always that nothing in this Clause 82A.1.5 shall affect the *Contractor's* liability in respect of the amount by which the relevant level is exceeded and such amount shall be included in the calculation of the *Contractor's* aggregate limit of liability in Clause 82A.1;

82A.1.6 any costs of enforcing the *Employer's* rights under this Contract;

82A.1.7 any deductions made by the *Employer* in accordance with the Performance Management Regime; or

82A.1.8 any liability arising under or by reason of the indemnities given by the *Contractor's* pursuant to Clauses 27F.6 and 27F.9 (*Intellectual Property Rights*).

82A.2 Without prejudice to Clause 82A.1 (*Limit of Liability*), the *Contractor's* total liability in respect of loss or damage to the Establishments shall not exceed the amount of £50,000,000 (fifty million pounds) for any event or series of events.

82A.3 Nothing in this Contract shall affect any liability the *Contractor* may have to a third party and shall not be construed as an indemnity from the *Employer* against any claims originating with third parties, whether or not such claims are raised directly against the *Employer*.

82A.4 Notwithstanding any other provisions of this Contract, neither Party shall be entitled to recover compensation or make a claim under this Contract in respect of any loss that it has incurred to the extent that it has already been compensated in full in respect of that loss pursuant to this Contract or otherwise.

82B Indemnity Claims

An indemnity by either Party under any provision of this Contract shall be without limitation to any indemnity by that Party under any other provision of this Contract.

83 Insurance cover

83.1 The *Contractor* shall:

83.1.1 without prejudice to any obligation to indemnify the *Employer* under this Contract, from the Contract Date take out and maintain or procure the taking out and maintenance in full force and effect insurance in accordance with the requirements set out in Clause 84 (*Required Insurances*) and any other insurances as may be required by Law (together the "**Required Insurances**"); and

83.1.2 ensure that the Required Insurances are effective in each case not later than the date on which the relevant risk commences.

83.2 The Required Insurances shall be taken out and maintained with insurers who are of good financial standing, sound security and of good repute in the United Kingdom insurance market.

83.3 The *Contractor* shall not (and the *Contractor* shall procure that no Contractor Related Party will) take any action, or permit anything to occur in relation to it, which would entitle any insurer to refuse to pay any claim under any insurance policy in which that party is an insured or additional insured person.

83.4 The Required Insurances shall:

83.4.1 where specified in Clause 84 (*Required Insurances*), contain an indemnity to principals clause under which the *Employer* will be indemnified in respect of claims made against the *Employer* arising from the acts or omissions of, or performance of the *Contractor* under this Contract;

83.4.2 be maintained from the date referred to in Clause 83.1.1 (*Insurance Cover*) until at least the expiry or termination of this Contract and for such further period as may be specified

in Clause 84 (*Required Insurances*) subject to the terms, cover features and extensions and principal exclusions as specified in Clause 84 (*Required Insurances*); and

- 83.4.3 be maintained from time to time (as far as is reasonably practicable), on terms no less favourable than those generally available to a *Contractor* in respect of the risks insured in the United Kingdom insurance market from time to time.

Requirements of the *Contractor*

83.5 The *Contractor* shall:

- 83.5.1 without limiting any specific requirements in this Contract, take or procure the taking of all reasonable risk management and risk control measures in relation to this Contract as it would be reasonable to expect of a *Contractor*, acting in accordance with industry best practice, including but not limited to the investigation and reporting of its claims to insurers;
- 83.5.2 promptly notify the insurers of any material increase in any risk insured under any Required Insurances of which the *Contractor* is or becomes aware of; and
- 83.5.3 use reasonable endeavours to procure that all insurance brokers through whom any Required Insurances are effected or maintained will maintain intact their files (including all documents disclosed and correspondence in connection with the placement of those Required Insurances and the payment of premiums and claims under such Required Insurances) until the date specified in Clause 84 (*Required Insurances*).

83.6 The *Contractor* shall provide, on request, to the *Employer*:

- 83.6.1 evidence of the Required Insurances, in a form satisfactory to the *Employer*; and
- 83.6.2 evidence, in a form satisfactory to the *Employer*, that the premiums payable under the Required Insurances have been paid and that the insurances are in force and effect and meet the insurance requirements of the *Contractor* in respect thereof.

Neither inspection, nor receipt of such evidence, will constitute acceptance by the *Employer* of the terms thereof, nor be a waiver of the *Contractor's* liability under this Contract.

83.7 The *Contractor* shall forward (or procure the forwarding of) certified copies of the evidence required by Clause 83.1 (*Insurance Cover*) to the *Employer* as soon as possible but in any event no later than ten (10) Working Days following the *Employer* request and, additionally, within ten (10) Working Days of the relevant renewal date of each policy in respect of the Required Insurances.

- 83.8 Where the insurers purport to cancel, suspend, terminate or decline to renew any of the Required Insurances:
- 83.8.1 the *Contractor* shall procure that the insurers will, as soon as is reasonably practicable, notify the *Contractor* in writing in the event of any such proposed suspension, cancellation or termination; and
- 83.8.2 where the *Contractor* receives notification from insurers pursuant to Clause 83.8.1 (*Requirements of the Contractor*) the *Contractor* shall promptly notify the *Employer* in writing of receipt of such proposed suspension, cancellation or termination.
- 83.9
- 83.9.1 The *Contractor* shall promptly notify to insurers any matter arising from or in relation to this Contract from which it may be entitled to claim under any of the Required Insurances.
- 83.9.2 Except where the *Employer* is the claimant party and without limiting the other provisions of this Clause 83 (*Insurance Cover*), the *Contractor* shall notify the *Employer* immediately, (such notification to be accompanied by reasonable particulars of the incident or circumstances giving rise to such claim):
- (a) of any incident or circumstances which may give rise to any claim amounting to or in excess of £75,000 (seventy five thousand pounds) in connection with this Contract under any of the Required Insurances; and
- (b) without prejudice to Clause 83.9.2(a) above, of any incident or circumstances which may give rise to any claim in connection with this Contract and which may be in excess of the limits of the Required Insurances.
- 83.10 If the *Contractor* is in breach of Clause 83.1 (*Insurance Cover*) the *Employer* may (at its option) pay any premiums required to keep such insurance in force or itself procure such insurance, and in either case, recover such amounts from the *Contractor* on written demand, together with all reasonable expenses incurred in procuring such insurance.
- 83.11 Where any policy requires the payment of a premium, the *Contractor* will be liable for such premium.
- 83.12
- 83.12.1 Where any insurance is subject to an excess or deductible below which the indemnity from the insurers is excluded, the *Contractor* will be liable for such excess or deductible.
- 83.12.2 The *Contractor* will not be entitled to recover from the *Employer* any sum paid by way of excess or deductible under

the insurances whether under the terms of this Contract or otherwise.

83.13

83.13.1 Neither failure to comply nor full compliance with the insurance provisions of this Contract will limit or relieve the *Contractor* of its liabilities and obligations under this Contract and in particular the *Contractor's* obligations in compliance with any indemnity provisions contained in this Contract.

83.13.2 The supply to the *Employer* of any evidence of insurance cover in compliance with the requirements of this Clause 83 (*Insurance Cover*) will not imply acceptance by the *Employer* that the extent of this insurance cover is sufficient or that the terms and conditions thereof are satisfactory, in either case, for the purposes of this Contract.

84 Required Insurances

84.1 Third Party Public and Products Liability Insurance

84.1.1 Insureds

(a) *Contractor*

84.1.2 Interest

To indemnify the Insured in respect of all sums that they may become legally liable to pay whether contractually or otherwise (including claimant's costs and expenses) as damages in respect of accidental:

- (a) death or bodily injury, illness or disease contracted by any person;
- (b) loss or damage to property;
- (c) interference to property or any easement right of air, light, water or way or the enjoyment or use thereof by obstruction, trespass, nuisance, loss of amenities,

happening during the Period of Insurance and arising out of or in connection with this Contract.

84.1.3 Limit of Indemnity

Not less than £50,000,000 (fifty million pounds) in respect of any one occurrence, the number of occurrences being unlimited, but in the aggregate in respect of products or pollution liability.

84.1.4 Maximum Deductible

Not to exceed £0 (nil) for each and every occurrence of third party injury.

Not to exceed £10,000 (ten thousand pounds) for each and every occurrence of third party property damage.

84.1.5 Territorial Limits

United Kingdom.

84.1.6 Jurisdiction relating to policy interpretation

English courts.

84.1.7 Choice of Law

This insurance will be governed in accordance with the laws of England and Wales.

84.1.8 Period of Insurance

From the Contract Date until the expiry or earlier termination of the *Contractor's* employment under this Contract, renewable on an annual basis unless agreed otherwise by the Parties.

84.1.9 Cover Features and Extensions

- (a) Airside third party liability insurance in respect of relevant activities conducted airside (as necessary such insurance may be provided under a separate aviation liability insurance policy);
- (b) Airside third party motor liability insurance in respect of relevant use of motor vehicles airside (as necessary such insurance may be provided under a separate aviation liability or motor insurance policy);
- (c) Cross liability clause;
- (d) Contingent motor vehicle liability;
- (e) Legal defence costs;
- (f) Indemnities to principals clause;
- (g) Health and Safety at Work Act(s) clause;
- (h) Data Protection Act clause;
- (i) Consumer Protection Act 1987; and

- (j) Defence appeal and prosecution costs relating to the Corporate Manslaughter and Corporate Homicide Act 2007.

84.1.10 Principal Exclusions:

- (a) War and related perils;
- (b) Nuclear/radioactive risks;
- (c) Liability for death, illness, disease or bodily injury sustained by employees of the Insured arising out of the course of their employment;
- (d) Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by Law in respect of such vehicles;
- (e) Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the Insured;
- (f) Liability in respect of loss or damage to property in the care, custody and control of the insured but this exclusion is not to apply to all property belonging to the *Employer* which is in the care, custody and control of the Insured;
- (g) Events more properly covered under a Professional Indemnity Insurance policy;
- (h) Liability arising from the ownership, possession or use of any aircraft or marine vessels;
- (i) Liability arising from seepage and pollution unless caused by a sudden, unintended and unexpected occurrence; and
- (j) Cyber risks.

84.2 **Professional Indemnity Insurance**

84.2.1 Insureds

- (a) *Contractor*

84.2.2 Interest

To indemnify the Insured for all sums which the Insured will become legally liable to pay (including claimants cost and expenses) as a result of any claim or claims first made against the Insured during the Period of Insurance by reason of any act, error and/or omission arising from or in connection with this Contract.

- 84.2.3 Limit of Indemnity
Not less than £5,000,000 (five million pounds) in respect of any one claim, and in the annual aggregate during the Period of Insurance.
- 84.2.4 Maximum Deductible
Not to exceed £1,000,000 (one million pounds) each and every claim.
- 84.2.5 Territorial Limits
United Kingdom.
- 84.2.6 Jurisdiction relating to policy interpretation
English courts.
- 84.2.7 Choice of Law
This insurance will be governed in accordance with the laws of England and Wales.
- 84.2.8 Period of Insurance
From the Contract Date until the expiry or earlier termination of the *Contractor's* employment under this Contract and a period of 6 (six) years thereafter, renewable on an annual basis unless agreed otherwise by the Parties.
- 84.2.9 Cover Features and Extensions
- (a) Loss of documents and computer records extension;
 - (b) Legal liability assumed under contract, duty of care agreements and collateral warranties; and
 - (c) Retroactive cover from the Contract Date or retroactive date no later than the Contract Date.
- 84.2.10 Principal Exclusions
- (a) War and related perils;
 - (b) Nuclear/radioactive risks;
 - (c) Insolvency of the Insured; and
 - (d) Bodily injury, sickness, disease or death sustained by any employee.

84.3 Policies to be taken out as required by Law

- 84.3.1 The *Contractor* shall obtain such additional insurance policies as are required to meet its statutory insurance obligations in full, including Employers' Liability Insurance and Motor Third Party Liability Insurance.
- 84.3.2 The limit of indemnity for the Employers' Liability Insurance to be taken out by the *Contractor* shall not be less than £10,000,000 (ten million pounds) for any one occurrence inclusive of all costs, the number of occurrences being unlimited during the period of insurance or such greater amount as is required by the applicable law for the duration of this Contract or such greater period as is required by law.
- 84.3.3 Any insurance policy obtained pursuant to Clause 84.3.1 (*Policies to be taken out as required by law*), shall contain an indemnity to principals clause in respect of claims made against the *Employer* arising out of the performance of the *Contractor* of his obligations under this Contract.
- 84.3.4 Without prejudice to Clause 84.3.2 (*Policies to be taken out as required by law*), any insurance policy obtained pursuant to Clause 84.3.1 (*Policies to be taken out as required by law*) shall be maintained from the Contract Date until the expiry or earlier termination of the *Contractor's* employment under this Contract.

9 Termination

90 Termination

- 90.1 If either Party wishes to terminate the *Contractor's* employment under this Contract, that Party shall notify the *Service Manager* and the other Party giving details of his reason for terminating. The *Service Manager* shall issue a termination certificate to both Parties promptly if the reason complies with this Contract.
- 90.2 The *Contractor* may terminate only for a reason identified in the table set out in this Clause 90.2 (*Termination*) (the "**Termination Table**"). The *Employer* may terminate for any reason. The procedures followed and the amounts due on termination (the "**Termination Sum**") shall be in accordance with the Termination Table.

Termination Table

Terminating Party	Reason	Procedure	Amount due
The <i>Employer</i>	A reason other than R1–R20	P1–P2 and P4–P6	A1–A3 and A5–A6
	R1–R9 or R13–R20	P1–P6	A1–A2 and A4–A6

	R11 or R12	P1 and P4–P6	A1–A2 and A5–A6
The Contractor	R10	P1–P2 and P4–P6	A1–A3 and A5–A6

- 90.3 The procedures for termination shall be implemented immediately after the *Service Manager* has issued a termination certificate.
- 90.4 Within 13 (thirteen) weeks of termination, the *Service Manager* shall certify a final payment to or from the *Contractor* which shall be the *Service Manager's* assessment of the amount due on termination less the total of previous payments. Payment shall be made within three (3) weeks of the *Service Manager's* certificate.
- 90.5 After a termination certificate has been issued, the *Contractor* shall do no further work necessary to Provide the Service.

Persistent Breach Notices

- 90.6 If any breach of this Contract by the *Contractor*, other than any breach for which deductions could have been made pursuant to the Performance Management Regime or any breach which constitutes a reason for termination under any of reasons R1 to R9, R11 to R14 or R17, has continued for more than thirty (30) days or occurred more than three (3) times in any three (3) month period then the *Service Manager* may serve a notice (a "**Warning Notice**") on the *Contractor*:
- 90.6.1 specifying that it is a formal warning notice;
 - 90.6.2 giving reasonable details of the breach; and
 - 90.6.3 stating that such breach is a breach which, if it recurs frequently or continues, may result in a termination of this Contract.
- 90.7 If, following service of a Warning Notice, the breach specified has continued beyond a further thirty (30) days or recurred in two (2) or more months within the six (6) month period after the date of service, then the *Service Manager* may serve another notice (a "**Final Warning Notice**") on the *Contractor*:
- 90.7.1 specifying that it is a final warning notice;
 - 90.7.2 stating that the breach specified has been the subject of a Warning Notice served within the nine (9) month period prior to the date of service of the Final Warning Notice; and
 - 90.7.3 stating that if such breach continues for more than a further thirty (30) days or recurs in one (1) or more months within the six (6) month period after the date of service of the Final Warning Notice, this Contract may be terminated.
- 90.8 A Warning Notice may not be served in respect of any breach which has previously been counted in the making of a separate Warning Notice.

91 Reasons for Termination

- 91.1 The *Employer* may terminate at any time after any of the following events:
- 91.1.1 where the *Contractor* is an individual or a firm, any Insolvency Event (Individual or Firm) **(R1)**;
 - 91.1.2 where the *Contractor* is a company registered in England, any Insolvency Event (Company) **(R2)**;
 - 91.1.3 where the *Contractor* is a company registered other than in England, events occur or are carried out which, within the jurisdiction to which it is subject, are similar in nature or effect to any Insolvency Event (Company) **(R3)**;
 - 91.1.4 where any Insolvency Event (Individual or Firm) or Insolvency Event (Company) occurs in respect of any entity, which from time to time has guaranteed the obligations of the *Contractor* in connection with this Contract **(R4)**.
- 91.2 The *Employer* may terminate if the *Service Manager* has notified that the *Contractor* has defaulted in one of the following ways and not put the default right within four (4) weeks of such notification:
- 91.2.1 materially failed to Provide the Service or any material portion thereof (which shall include a failure having a material impact on one or more Establishments) within the time or times specified and to the standards agreed in this Contract **(R5)**;
 - 91.2.2 not provided a guarantee which this Contract requires **(R6)**;
 - 91.2.3 appointed a Sub-Contractor for substantial work before the *Service Manager* has accepted the Sub-Contractor **(R7)**;
 - 91.2.4 failed to provide a Pricing and Quality Representation Letter to the *Employer* in accordance with Clause 27G.10 (*Pricing and Quality Representation Letter*) **(R14)**.
- 91.3 The *Employer* may terminate if the aggregate amount permanently deducted from the *Contractor* pursuant to the Performance Management Regime exceeds £364,000 (three hundred and sixty four thousand pounds) over a period of 6 (six) consecutive Payment Periods **(R15)**.
- 91.4 The *Employer* may terminate if the *Service Manager* has notified that the *Contractor* has defaulted in one of the following ways and not stopped defaulting within four (4) weeks of such notification:
- 91.4.1 substantially hindered the *Employer* or Others **(R8)**; or
 - 91.4.2 substantially broken the Law or any health or safety regulation **(R9)**.
- 91.5 The *Contractor* may terminate if the *Employer* has not paid an amount exceeding £3,000,000 (three million pounds) which has been certified by the

Service Manager as properly due and payable within 13 (thirteen) weeks of the Payment Due Day, provided that the *Contractor* has notified the *Employer* and the *commercial officer* at least six (6) weeks before terminating that the *Employer* has not paid such amount and that the *Contractor* may exercise its right under this Clause 91.5 (*Reasons for Termination*) (R10).

- 91.6 The *Employer* may terminate if either Party has been released under the Law from further performance of the whole of this Contract (R11).
- 91.7 The *Employer* may terminate if a Force Majeure Event has substantially affected the *Contractor's* work for a continuous period of more than 13 (thirteen) weeks (R12).
- 91.8 The *Employer* may terminate in accordance with Clause 27B.3 (*Fraud Prevention and Corruption*), Clause 19.5 (*Change of Control*), Clause 27A.3 (*Conflicts of Interest*), Clause 27C.2 (*Corrupt Gifts And Payments Of Commission*), Clause 27D.7 (*Security Measures*), Clause 27F.11 (*Intellectual Property*) or Clause 27L.6 (*Tax Compliance*) (R13).
- 91.9 The *Employer* may terminate if a Persistent Breach occurs (R16).
- 91.10 The *Employer* may terminate:
- 91.10.1 if the *Contractor* does not enter into the Admission Agreement by the In Service Date (R17);
 - 91.10.2 if the *Contractor* breaches the provisions of the Admissions Agreement, provided that where the breach is remediable the right to terminate shall only arise where the *Contractor* fails to remedy the breach within 28 days of service of a notice from the *Employer* setting out particulars of the breach and requiring the *Contractor* to remedy it (R18);
 - 91.10.3 if the *Contractor* breaches the provision of Annex I (*Pension Matters*) provided that where the breach is remediable the right to terminate shall only arise where the *Contractor* fails to remedy the breach within 28 days of service of a notice from the *Employer* setting out the breach and requiring the *Contractor* to remedy it (R19); or
 - 91.10.4 where notice to terminate the Admission Agreement has been served under paragraph 13.1 of the Admission Agreement (R20).

92 Procedures on Termination

- 92.1 On termination, the *Employer* may complete the *service* (and employ other contractors for that purpose) and may use any Equipment provided by the *Contractor* (P1).
- 92.2 The procedure on termination will also include one or more of the following as set out in the Termination Table:

- P2** The *Employer* may instruct the *Contractor* to remove any Equipment and assign the benefit of any Sub-Contract or other contract related to performance of this Contract to the *Employer*.
- The *Employer* may, at his discretion take over from the *Contractor* at a fair and reasonable price, if payment has not already been made, all used and undamaged materials, bought-out parts and components, and Works in course of design or construction, in the possession of the *Contractor* and properly provided by or supplied to the *Contractor* for the performance of this Contract.
- The *Contractor* shall prepare and deliver to the *Employer* within an agreed period, or in default of agreement within such period as the *Employer* may specify, a list of all such unused and undamaged materials, in addition to materials vested in the *Employer*, bought-out parts and components and Works in the course of design or construction liable to be taken over by or previously belonging to the *Employer* and will deliver these in accordance with the directions of the *Employer*.
- P3** The *Employer* may use any Equipment to complete the *service*. The *Contractor* shall promptly remove the Equipment when the *Service Manager* notifies him that the *Employer* no longer requires it to complete the *service*.
- P4** The *Contractor* shall provide to the *Employer* information and other things which the *Service Information* states he is to provide at the end of the *service period*.
- P5** Upon expiry or termination of the *Contractor's* employment under this Contract, the *Contractor* shall provide all reasonable co-operation, assistance and information to the *Employer* (and to any replacement contractor appointed by the *Employer*) for a period of up to six (6) months from the date of expiry or termination if requested, to the extent necessary to effect an orderly assumption of the *service* by the *Employer* or the replacement contractor and shall comply with the provisions of the Exit Management Plan.
- P6** On the termination of the *Contractor's* employment under this Contract for any reason, the *Contractor* shall:
- (a) immediately return to the *Employer* all Confidential Information, Personal Data and IP Materials relating to this Contract in its possession or in the possession or under the control of any Contractor Related Party which was obtained or produced in the course of providing the *service*;

- (b) immediately deliver to the *Employer* all property (including materials, documents, information and access keys) provided to the *Contractor* for the purposes of this Contract. Such property is to be handed back in good working order (allowance to be made for reasonable wear and tear);
- (c) assist and co-operate with the *Employer* to ensure an orderly transition of the *service* to any replacement contractor and/or the completion of any work in progress; and
- (d) promptly provide all information concerning the *service* which may reasonably be requested by the *Employer* for the purposes of adequately understanding the provision of the *service* or for the purpose of allowing the *Employer* or any replacement contractor to conduct due diligence,

and if the *Contractor* does not immediately return all Confidential Information, IP Materials relating to this Contract and property, the *Employer* may recover possession thereof and the *Contractor* hereby grants a licence to the *Employer* or its appointed agents to enter (for the purposes of such recovery) any premises of the *Contractor* or any Contractor Related Party.

93 Payment on termination

93.1 The Termination Sum will be comprised of one or more of the amounts defined as A1 to A6 below and in Clause 93.2 (*Payment on termination*), as specified in the Termination Table in relation to the relevant reason for termination:

A1 any amount outstanding to the *Contractor* in respect of the *service* carried out until the termination of the *Contractor's* employment under this Contract;

A2 a fair and reasonable price for any Equipment or other materials, components or parts purchased by the *Employer* pursuant to Clause 92.2 (*Procedures on termination*); and/or

A3 an amount required to reimburse the *Contractor* for any losses which been reasonably and properly incurred by the *Contractor* as a direct result of the termination of the *Contractor's* employment under this Contract by the *Employer*, but only to the extent that:

- (a) the losses incurred are in respect of:
 - (i) any material or good ordered or Sub-Contracts placed that cannot be cancelled without greater losses being incurred than would otherwise have been the case;

(ii) such proportion of the initial Capital Expenditure as has already been invested by the *Contractor* in accordance with the Accepted Plan, less the aggregate of the following:

(A) any monies that the *Contractor* has recovered in relation to that Capital Expenditure in accordance with the depreciation proposals in the Accepted Plan, provided that the *Contractor* shall not be entitled to recover any monies from the *Employer* that the *Contractor* has been unable to recover due to the failure by the *Contractor* to generate the anticipated revenue in accordance with the *Contractor's* income generation proposals detailed in the Accepted Plan;

(B) the open market value (being independently advised and/or demonstrated as being reasonable) of any Equipment that the *Contractor* intends to recover or remove from the relevant Establishments;

(C) any sums that the *Contractor* may recover through any insurance policies in relation to the items which are subject of Capital Expenditure,

and taking account of whether the *Contractor* shall be able to assign and guarantee that the full title free from encumbrances can be transferred and whether any warranties and maintenance contracts can be assigned to the *Employer*; and

(b) the *Contractor* and, where relevant, the Contractor Related Parties have each used reasonable endeavours to mitigate the losses.

93.2 Where so specified in the Termination Table, the Termination Sum will be reduced by:

A4 an amount equal to the costs which the *Service Manager* assesses will be reasonably incurred (including reasonable administration costs) by the *Employer* in respect of the supply of the *service* by the *Employer* or a replacement contractor for the remainder of the *service period* to the extent that such costs exceed the payment which would otherwise have been

payable to the *Contractor* for the remainder of the *service period*;

A5 any other sums that the *Employer* is entitled to deduct under or in connection with this Contract (whether arising under any term of this Contract or under any Law or of equity); and/or

A6 the amount or value of any gift, consideration or commission entailed by the commission of any Fraud or any Prohibited Act.

93.3 For the avoidance of doubt, the *Employer* will not be liable on termination for any *Contractor* loss of profits.

94 Continuing Obligations

94.1 Save as otherwise expressly provided in this Contract:

94.1.1 termination or expiry of this Contract is without prejudice to any rights, remedies or obligations accrued under this Contract prior to termination or expiration and nothing in this Contract prejudices the right of either Party to recover any amount outstanding at such termination or expiry; and

94.1.2 termination of this Contract does not affect the continuing rights, remedies or obligations of the *Employer* or the *Contractor* under:

- (a) Clause 12 (*Interpretation and the Law*);
- (b) Clause 16 (*Disclosure of Information*);
- (c) Clause 27D (*Security Measures*);
- (d) Clause 27F (*Intellectual Property Rights*);
- (e) Clause 27H (*Audit*);
- (f) Clause 29 (*Employee transfer arrangements on entry and exit*);
- (g) Clause 71 (*Accounting for the property of the Employer*);
- (h) Clauses 80 to 84 (*Risks and Insurance*);
- (i) Clause 92 (*Procedures on Termination*);
- (j) Clause 93 (*Payment on Termination*);
- (k) Clause 95 (*Dispute Resolution*); and
- (l) any other provision of this Contract which is expressed to survive termination or which is required

to give effect to such termination or the consequences of such termination.

95 Dispute Resolution

- 95.1 The Parties shall attempt in good faith to resolve any dispute or claim arising out of or relating to this Contract through negotiations between the respective representatives of the Parties having authority to settle the matter, which attempts may include the use of any Alternative Dispute Resolution (“**ADR**”) procedure on which the Parties may agree.
- 95.2 In the event that the dispute or claim is not resolved by negotiation, or where the Parties have agreed to use an ADR procedure, by the use of such procedure, the dispute shall be referred to arbitration.
- 95.3 The Party initiating the arbitration shall give a written notice of arbitration to the other party. The notice of arbitration shall specifically state:
- 95.3.1 that the dispute is referred to arbitration; and
- 95.3.2 the particulars of this Contract out of or in relation to which the dispute arises.
- 95.4 Unless otherwise agreed in writing by the Parties, the arbitration and this Clause 95 (*Dispute Resolution*) shall be governed by the provisions of the Arbitration Act 1996.
- 95.5 It is agreed between the Parties that for the purposes of the arbitration, the arbitrator shall have the power to make provisional awards as provided for in Section 39 of the Arbitration Act 1996.
- 95.6 For the avoidance of doubt it is agreed between the Parties that the arbitration process and anything said, done or produced in or in relation to the arbitration process (including any awards) shall be confidential as between the Parties, except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise. No report relating to anything said, done or produced in or in relation to the arbitration process may be made beyond the tribunal, the Parties, their legal representatives and any person necessary to the conduct of the proceedings, without the concurrence of all the Parties to the arbitration.

96 Parent company guarantee

- 96.1 On or before the Contract Date the *Contractor* shall procure that the *Guarantor* executes as a deed and delivers to the *Employer* a parent company guarantee in the form set out in Annex J (*Parent Company Guarantee*) to this Booklet 1 (*Conditions of Contract*).
- 96.2 Notwithstanding any other provisions of this Contract, no payments will become due to the *Contractor* under this Contract while the *Contractor* remains in default of this Clause 96 (*Parent Company Guarantee*).

10 Employer Step In

100 Interpretation

In these Clauses 100 to 103 (*Employer Step In*) (inclusive) references to the *Employer* taking action shall be deemed to include references to the *Employer* procuring the taking of action by others on behalf of the *Employer*.

101 Measures in a Crisis

101.1 If, at any time, the *Employer* believes, in its sole opinion, that there exist any of the circumstances identified in Clause 101.2, the *Employer* or the *Service Manager* may issue a written notice to the *Contractor* of such belief.

101.2 The circumstances referred to in Clause 101.1 are where, in view of:

101.2.1 the national interest, the requirements of national security, or the occurrence of a state of transition to war, war or other emergency (whether or not involving hostilities); and/or

101.2.2 a request to the *Employer* by a local authority, public body, or statutory corporation for assistance in relation to the occurrence or possible occurrence of a major accident, crisis or natural disaster; and/or

101.2.3 a request by NATO, the United Nations, the European Union or any other country for support and assistance in relation to international obligations,

it is necessary, appropriate, or desirable for the *Employer* to take all or any of the measures described in Clause 101.4 (*Effect of Implementation of Measures in a Crisis*) and/or 101.5 (*Employer's Overriding Rights*).

101.3 Measures in a Crisis shall cease to apply when the *Employer* or the *Service Manager* issues a written notice to that effect to the *Contractor* and thereafter the *Contractor* shall continue to be bound by the provisions of this Contract.

Effect of Implementation of Measures in a Crisis

101.4 If the *Employer* or the *Service Manager* has issued the notice contemplated in Clause 101.1 (*Measures in a Crisis*):

101.4.1 the *Employer* may require the *Contractor*, within such period as the *Employer* in its sole discretion specifies (but provided that such period is reasonable taking into account all relevant circumstances), to provide such information in the possession, knowledge or control of the *Contractor* as the *Employer* may, in its sole discretion, require including information relating to all or any of the following matters:

- (a) Provision of the Service currently being carried out by the *Contractor* or any Contractor Related Party; and/or
- (b) Provision of the Service to be carried out by the *Contractor* or any Contractor Related Party (and due

to commence within a period specified by the *Employer*); and/or

- (c) the current deployment of the Personnel whether inside or outside the Establishments; and/or
- (d) all supporting equipment and documentation currently held by the *Contractor* or any Contractor Related Party and the location of such equipment and documentation,

and the *Contractor* shall promptly and diligently comply fully with the requirement to provide such information.

101.4.2 Upon providing the *Employer* with the information requested pursuant to Clause 101.4.1 (*Effect of Implementation of Measures in a Crisis*), or upon expiry of the period specified by the *Employer* for the supply of such information, the *Contractor* shall, upon being so requested by the *Employer*, discuss in good faith with the *Employer* any matters which the *Employer*, in its sole opinion, may consider relevant or appropriate to any proposals the *Employer* may have for the reallocation of priorities for, or for the reorganisation of, the provision of the *service* being carried out, or to be carried out, by the *Contractor*. These shall be in order to deal with the circumstances which gave rise to the issuing of a notice pursuant to Clause 101.1, including the following matters:

- (a) the revision (including the early completion, suspension or cancellation) of the provision of the *service* for the *Employer*; and/or
- (b) the immediate implementation of new services,

and the Parties shall endeavour, as far as reasonably possible, to reach agreement as a matter of urgency on such matters.

Employer's Overriding Rights

101.5 Notwithstanding any provision to the contrary in this Contract, and notwithstanding that any of the measures described in Clause 101.4 (*Effect of Implementation of Measures in a Crisis*) may not have been taken, required to be taken, or have been completed, the *Employer* may, at any time and in its sole discretion step-in to this Contract, pursuant to Clause 102 (*Employer Step-In*) and/or the *Employer* may instruct the *Contractor*:

101.5.1 to accelerate to early completion, to suspend, or to cease permanently, any part of the services carried out by the *Contractor* for third parties, to remove (permanently or temporarily) the property of third parties from any Establishment and to procure that any such action is carried out on terms with such parties which result in the least possible loss to the *Contractor*; and

- 101.5.2 to accelerate to early completion or to suspend the provision of the *service* or any part of the *service*; and
- 101.5.3 to carry out any changes whatsoever to this Contract required by the *Employer* without reference to the Change Management Process; and
- 101.5.4 to deploy its Personnel and any Equipment or rights used in connection with them or to use, or make available for use by the *Employer* or as directed by the *Employer*, all such Equipment or rights in accordance with the *Employer's* directions,

and the *Contractor* shall promptly and diligently comply with any instruction issued by the *Employer* referred to in this Clause 101.5.

Employer's Indemnity on Measures in a Crisis

101.6 If the *Employer* has stepped-in to this Contract pursuant to Clause 102.1.3 (*Employer Step-In*), and/or the *Employer* has instructed the *Contractor* in accordance with Clause 101.5 (*Employer's Overriding Rights*), the provisions of Clause 102.3 (*Effect of Step-In Without Contractor Breach*) shall apply and then:

101.6.1 for so long as and to the extent that the provisions of Clause 101.4 (*Effect of Implementation of Measures in a Crisis*) or any instruction issued by the *Employer* pursuant to Clause 101.5 (*Employer's Overriding Rights*) ("**MIAC Required Action**") prevents the *Contractor* from providing all or any part of the *service*, the *Contractor* shall be relieved from its obligations to provide such part of the *service*; and

101.6.2 in respect of the period in which the *Employer* is taking the MIAC Required Action and provided that the *Contractor* complies with its obligations under Clause 101.4 (*Effect of Implementation of Measures in a Crisis*) or Clause 101.5 (*Employer's Overriding Rights*), then:

- (a) in respect of the period in which the *Employer* is taking the MIAC Required Action and provided that the *Contractor* provides the *Employer* with reasonable assistance (such assistance to be at the expense of the *Employer* to the extent incremental costs are incurred), the Prices due from the *Employer* to the *Contractor* shall equal the amount the *Contractor* would receive if it were satisfying all its obligations and providing the *service* or part of the *service* affected by the MIAC Required Action in full over that period; and
- (b) the *Employer* shall indemnify the *Contractor* against:
 - (i) any direct losses from any claim or action for damages by a third party against the

Contractor arising out of the MIAC Required Action; and/or

- (ii) any reasonable indirect losses which it proves it has suffered in relation to contracts with third parties by reason of the MIAC Required Action or the provision of services to the *Employer* by reason of the MIAC Required Action.

102 **Employer Step-In**

102.1 If the *Employer* reasonably believes that it needs to take action in connection with the *service*:

102.1 because a serious risk exists to the health or safety of persons or property or to the environment;

102.2 to discharge a statutory duty; and/or

102.3 because the *Employer* invokes Measures in a Crisis,

then the *Employer* shall be entitled to take action in accordance with this Clause 102 (*Employer Step In*).

Procedure for *Employer Step-In*

102.2 If Clause 102.1 (*Employer Step In*) applies and the *Employer* wishes to take action, the *Employer* shall notify the *Contractor* of the following:

102.2.1 the action it wishes to take; and

102.2.2 the reason for such action; and

102.2.3 the date it wishes to commence such action; and

102.2.4 the time period which it believes shall be necessary for such action; and

102.2.5 to the extent practicable, the effect on the *Contractor* and its obligation to provide the *service* or any part of the *service* during the period such action is being taken.

102.3 Following service of such notice, the *Employer* shall take such action as notified under Clause 102.2 (*Procedure for Employer Step In*) and any consequential additional action as it reasonably believes is necessary (together, the "**Required Action**") and the *Contractor* shall give all reasonable assistance to the *Employer* while it is taking the Required Action.

Effect of Step-In Without *Contractor* Breach

102.4 If the *Contractor* is not in breach of its obligations under this Contract and the *Employer* exercises its right to take action in connection with the *service* pursuant to Clause 102.1 (*Employer Step In*):

- 102.4.1 then for so long as and to the extent that the Required Action is taken, and this prevents the *Contractor* from providing all or any part of the *service*, the *Contractor* shall be relieved from its obligations to provide such part of the *service*; and
- 102.4.2 in respect of the period in which the *Employer* is taking the Required Action and provided that the *Contractor* provides the *Employer* with reasonable assistance (such assistance to be at the expense of the *Employer* to the extent incremental costs are incurred), the Prices payable due from the *Employer* to the *Contractor* shall equal the amount the *Contractor* would receive if it were satisfying all its obligations and providing the part of the *service* affected by the Required Action in full over that period; and
- 102.4.3 if the *Employer* has issued the notice contemplated in Clause 101.1 (*Measures in a Crisis*), the *Employer's* indemnity as set out in Clause 101.6 (*Employer's indemnity on Measures in a Crisis*) shall continue to apply.

Effects of Step-In Following *Contractor* Breach

102.5 If the *Contractor* is in breach of its obligations under this Contract and in consequence the *Employer* exercises its right to take action in connection with the *service* pursuant to this Clause 102 (*Employer Step In*):

- 102.5.1 then for so long as and to the extent that the Required Action is taken, and this prevents the *Contractor* from providing the *service* or any part of the *service*, the *Contractor* shall be relieved from its obligations to provide such part of the *service*; and
- 102.5.2 in respect of the period in which the *Employer* is taking Required Action, the Prices due from the *Employer* to the *Contractor* shall equal the amount the *Contractor* would receive if it were satisfying all its obligations and providing the *service* affected by the Required Action in full over that period,

less an amount equal to all the *Employer's* expenditure in taking the Required Action.

103 *Employer Step Out*

- 103.1 The *Employer* may at any time during the period of the Required Action notify the *Contractor* that the *Employer* wishes to cease the Required Action and the date on which it intends to cease the Required Action
- 103.2 The Required Action shall cease with effect from the date notified under Clause 103.1 above and with effect on that date :
 - 101.11.1 the *Employer* will be released from all of its obligations and liabilities in relation to the Required Action arising prior to the cessation of the Required Action ; and

101.11.2 the *Contractor* shall resume all or any part of the *service* which was the subject of the Required Action.

CONTRACT DATA

Part one – Data provided by the *Employer*

1 General

1.1 This Booklet 1 (*Conditions of Contract*) contains the core clauses of the NEC3 Term Service Contract April 2013 as amended under licence by the *Employer*.

1.2 The *service* is set out in Booklet 3 (*Service Information*) of this Contract.

1.3 The *Employer* is

Name: Secretary of State for Defence as represented by the *commercial officer*

Address: Defence Infrastructure Organisation
HQ Army, Delancey Building, Ground Floors (IDL 448)
Marlborough Lines, Monxton Road
Andover. SP11 8HJ

1.4 The *Service Manager* is

Name [REDACTED]

Address Defence Infrastructure Organisation
MOD Donnington
Southgate
Telford. TF2 8JX

1.5 The *language of this contract* is English.

1.6 The *period for reply* is ten (10) Working Days.

2 Time

The *service period* is five (5) years from the In Service Date, subject to any extension pursuant to Clause 30.3 (*Starting and the service period*).

3 Payment

3.1 The *currency of this contract* is pounds sterling.

3.2 The *interest rate* is 2% per annum above the base rate of Barclays Bank plc.

3.3 The *Bill Paying Branch* is Defence Business Services of Walker House, Exchange Flags, Liverpool, L2 3YL.

3.4 The *commercial officer* is [REDACTED]

4 Arbitration

4.1 Where the Parties enter into arbitration pursuant to Clause 95 (*Dispute Resolution*):

4.1.1 the place where the arbitration is to be held is London;

4.1.2 the person or organisation who will choose an arbitrator if the Parties cannot agree a choice or if the arbitration procedure does not state who selects an arbitrator is the President of the Chartered Institute of Arbitrators.

Part two – Data provided by the *Contractor*

5 Contractor Information

5.1 The *Contractor* is:

Company name: CarillionAramark Limited

Company number: 10633160

Registered address: Carillion House, 84 Salop Street, Wolverhampton WV3 0SR

5.2 The *Guarantor* is:

Company name: Carillion plc

Company number: 03782379

Registered address: Carillion House, 84 Salop Street, Wolverhampton WV3 0SR

jointly and severally with

Company name: Aramark Investments Limited

Company number: 02808311

Registered address: 2nd floor, 250 Fowler Avenue, Farnborough Business Park,
Farnborough, Hampshire GU14 7JP

5.3 The *key sub-contracts* are the sub-contracts with the following companies:

- (1) Greenzone Facilities Management Limited (company number 06334847), in respect of waste disposal services
- (2) Kashket & Partners Limited (company number 00690853), in respect of tailoring services
- (3) Stalbridge Linen Services Limited (company number 03025491), in respect of laundry and dry cleaning services

5.4 The *key roles* are:

(a) Role: Regional Contract Director

Responsibilities: overall service delivery and customer satisfaction

Name of role holder at Contract Date: [REDACTED]

Qualifications: as set out in the Final Tender Submission

Experience: as set out in the Final Tender Submission

(b) Role: Area Operations Manager

Responsibilities: overall service delivery and customer satisfaction in designated area.

Name of role holder at Contract Date: [REDACTED]

[REDACTED]

[REDACTED]

Qualifications: as set out in the Final Tender Submission

Experience: as set out in the Final Tender Submission

(c) Role: Continuous Improvement Director

Responsibilities: driving improvements throughout the contract period as part of the senior management team.

Name of role holder at Contract Date: [REDACTED]

Qualifications: as set out in the Final Tender Submission

Experience: as set out in the Final Tender Submission

(d) Role: Management Information, Quality Assurance and Security Director

Responsibilities: implementing, maintaining and driving the operational Management Information System to drive high standards and continual improvements in assurance

and compliance, as part of the senior management team.

Name of role holder at Contract Date: [REDACTED]

Qualifications: as set out in the Final Tender Submission

Experience: as set out in the Final Tender Submission

(e) Role: Health, Safety, Environment and Sustainability Director

Responsibilities: lead for all health, safety, environment and sustainability related activities, including development of sustainable development strategy and management of environmental management system.

Name of role holder at Contract Date: [REDACTED]

Qualifications: as set out in the Final Tender Submission

Experience: as set out in the Final Tender Submission

(f) Role: Marketing and Communications Director

Responsibilities: development, management and delivery of all internal and external communication and development of marketing strategies.

Name of role holder at Contract Date: [REDACTED]

Qualifications: as set out in the Final Tender Submission

Experience: as set out in the Final Tender Submission

(g) Role: Senior Human Resources Business Partner

Responsibilities: design and implementation of the Human Resource strategy and delivery of Human Resources operations and solutions.

Name of role holder at Contract Date: [REDACTED]

Qualifications: as set out in the Final Tender Submission

Experience: as set out in the Final Tender Submission

(h) Role: Food Development Chef

Responsibilities: development of food concepts and plans, management of team of chefs, implementing and overseeing compliance with relevant JSPs.

Name of role holder at Contract Date: [REDACTED]

Qualifications: as set out in the Final Tender Submission

Experience: as set out in the Final Tender Submission