



Commercial Branch
Headquarters London District
Horse Guards, Whitehall, London SW1A 2AX



Telephone: [REDACTED] Military: [REDACTED]
Facsimile: [REDACTED] Military: [REDACTED]

E-mail: [REDACTED]@mod.uk

Brig R Bacon
The Tournament Trading Company Ltd
Mountbarrow House
6-20 Elizabeth Street
London
SW1W 9RB

Reference: CBCSLD/1155

Date: 12 November 2010

CONTRACTING FOR SALE – FOR THE PROVISION OF AUTHORITY SUPPORT TO THE BRITISH MILITARY TOURNAMENT 2010

1. We are pleased to submit our Offer contained in the proposed contract attached to this letter.
2. This offer shall remain valid until 19 November 2010.
3. If you wish to accept this Offer please complete Parts B and C of the Contract Acceptance form attached and return one copy to the undersigned at the above address.
4. Following receipt of the above documentation and acceptance, if you have any queries regarding the scheduling aspects of this contract they should be addressed to:

[REDACTED]
Finance Manager
HQ London District
Horse Guards
Whitehall
London
SW1A 2AX

Tel: [REDACTED]
Fax: [REDACTED]

Yours faithfully

[REDACTED]
Senior Commercial Manager
For GOC

Information:

Project Manager – [REDACTED]
Deputy Project Manager – [REDACTED]

Offer

CBCSLD/1155

FOR THE SALE OF SERVICES FOR

THE PROVISION OF AUTHORITY SUPPORT TO THE TOURNAMENT TRADING COMPANY LTD IN CONNECTION WITH THE BRITISH MILITARY TOURNAMENT 2010, TO BE HELD OVER THE PERIOD 01 TO 05 DECEMBER 2010

INDEX TO CONTENTS

COVERED BY OFFER LETTER

PART A	OFFER
PART B & C	CLIENT DETAIL & ACCEPTANCE
SCHEDULE 1	RELATIONSHIP
ANNEX A	PERSONNEL PROVISION
ANNEX B	EQUIPMENT PROVISION
SCHEDULE 2	CONDITIONS OF CONTRACT
ANNEX A	NOTICE OF TERMINATION PROFORMA
ANNEX B	POINTS OF CONTACT
SCHEDULE 3	REHEARSAL SCHEDULE & PROGRAMME
SCHEDULE 4	TRANSPORT SCHEDULE

DOWN GRADED
PROTECT - COMMERCIAL

Contract Reference No: CBCSLD/1155

HEADQUARTERS LONDON DISTRICT
CONDITIONS FOR SALES SERVICES (see also Schedule 1 attached)

PART A – OFFER

DESCRIPTION OF SERVICE ON OFFER

THE AUTHORITY UNDERTAKE TO PROVIDE TO THE TOURNAMENT TRADING COMPANY LTD:

1. Manpower, equipment and support to the British Military Tournament 2010 Event from 01 to 05 December 2010 as detailed in Schedules 1 to 4.

THE TOURNAMENT TRADING COMPANY LTD UNDERTAKE TO PROVIDE:

2. Support to the Authority as detailed in Schedules 1 to 4.

DOWN GRADED
PROTECT - COMMERCIAL

PART B – CLIENT DETAIL (to be completed by Client).

Reference Number: CBCSLD/1155

<p>1. <u>Client Point Of Contact</u></p> <p>Name :- Appointment/Capacity :-</p> <p>Tel No: Fax No:</p>	<p>Invoice address (in full):-</p> <p>VAT Registration No:-</p>
<p>2. Registered office address (if different from above):-</p> <p>Company Registration No:-</p>	<p>Contract No. CBCSLD/1155</p> <p>Brief Description:-</p> <p>Provision of Authority manpower, equipment and support to the British Military Tournament 2010.</p>

PART C – ACCEPTANCE (to be completed by the Client)

I/We acknowledge the Authority offer dated 12 November 2010, and confirm that The Tournament Trading Company Ltd accept the Terms and Conditions stated herein.

Signature: Dated:.....

Name:.....

Appointment/Capacity:

Duly authorised to sign the Contract on behalf of:

.....

Address:..... Tel No:.....

..... Fax No:.....

.....

.....

SCHEDULE 1

CONTRACT FOR SALE

THE PROVISION OF AUTHORITY SUPPORT TO THE TOURNAMENT TRADING COMPANY LTD IN CONNECTION WITH THE BRITISH MILITARY TOURNAMENT 2010, TO BE HELD OVER THE PERIOD 01 TO 05 DECEMBER 2010

INTRODUCTION

1. This Contract for Sale enables the use of the Authority's manpower, equipment and support to The Tournament Trading Company Ltd (the Client) for their Event (the British Military Tournament to be held at Earls Court). The Programme of Events is at Schedule 3.

RELATIONSHIP

2. Each party undertakes to provide to the other the following Services:

a. THE AUTHORITY UNDERTAKES TO PROVIDE TO THE CLIENT:

Administration

- (i) A Project Manager and his nominated deputy(s) to co-ordinate, collate and provide administrative support for the Contract and to inform the relevant people to enable the Event to be supported.
- (ii) A suitable Commercial Officer to negotiate and support the relationship between the Parties to the Contract.
- (iii) An accurate nominal role of all Authority personnel involved in the Event by no later than 2 weeks prior to the start of the Event.
- (iv) A Transport Requirement Plan as per Schedule 4.

Manpower/Equipment

- (v) Availability of manpower for the duration of the Contract as detailed in Schedule 1, Annexes A.
- (vi) Authority personnel to manage access/egress to the arena for Authority arena displays only.
- (vii) Relevant Authority personnel to man a military operations room/help desk throughout the Event.
- (viii) Authority equipment support likely to be involved as detailed in Schedule 1, Annex B.

Facilities

- (ix) Where specifically required, accommodation for participating Authority personnel at Earls Court.
- (x) Provision of food for all personnel accommodated as per clause (ix) above.

Health and Safety

- (xi) Authority Health and Safety risk checks specifically related to the Authority service provision/performance only (a risk check for the compound and one for each Performance), to

be undertaken before each performance to ensure ~~crowd safety~~. See Para 7, Schedule 2 for details.

(xii) An Arena Safety and Incident Team specifically related to Authority performances only. Safety briefings for all personnel specifically involved in Authority performances.

(xiii) All veterinary and medical requirements for the Authority's horses and personnel while being transported to and from the Event and throughout the Event.

b. THE CLIENT IS REQUIRED TO PROVIDE TO THE AUTHORITY:

Administration

(i) All necessary licences (fire certificates, bar, Entertainment, Health and Safety and gambling) notices and consents required by statute or bylaw in respect of the Event and produce such consent to the Project Manager on request. Comply and secure compliance of all persons attending with all such statutory provisions relevant thereto.

(ii) Proof of insurance cover to meet the requirements of Condition 15 (Indemnities) of Schedule 2.

(iii) Any material change to the Client's Insurance must be communicated to the Authority at the earliest opportunity. In any event of a renewal of the Public Liability Insurance or Equine Insurance Cover the Client shall produce the policy/policies and premium receipt in respect of all insurance.

Facilities

(iv) Access to all areas required by relevant Authority personnel and their equipment for the purposes of providing Services to the Event, to include arena access.

(v) A requirement to liaise with the Project Manager or his Deputy with regard to the arena size and access/egress pre/post display and dimensions for static displays and all other matters based on Schedule 1.

(vi) Stabling for all the Authority horses whilst attending the Event. The horses will be stabled, in single stall loose boxes, at the expense of the Client, in suitable stabling facilities in the locality. Horse accommodation has to be to the satisfaction of the relevant equine team representative.

(vii) Food/refreshments (non-alcoholic) for all Authority personnel involved in the Event whilst on-site in support of the Event.

(viii) Provision of a suitable changing area with ablutions for both male and female personnel.

(ix) A portacabin to store Authority bands' instruments.

(x) A facility equipped with desks, chairs and telephone facilities for the purpose of a co-ordination cell for military/performers.

(xi) Provision of limited car parking and permits for Authority personnel involved in the static displays.

(xii) A suitable sized arena and gallop out route with suitable flat surface area. Sufficient arena time needs to be allocated to the Equine Display Teams for rehearsals prior to performances and for demonstration fire fight, etc.

- (xiii) Sufficient facilities need to be made available if a military band cannot support the Equine Display Teams during performances and rehearsals. A public address system linked to a stereo sound system (CD or Mini Disk) will suffice, with the Equine Display Teams providing the music. Liaison with a band can be made at the show prior to rehearsals but the more lead time allowed prior to the start of the show, the better the performance.
- (xiv) Access to sufficient ablution facilities for Authority personnel in the stabling area(s) and clear running water.
- (xv) Responsibility for utilities and disposal of rubbish and equine waste.

Transport

- (xvi) Transportation for all Authority personnel and equipment to/from the various barracks and throughout the duration of the Contract in accordance with the Transport Schedule at Schedule 4.
- (xvii) Repayment of any costs to the Authority for the transportation of personnel and equipment not covered under clause (xvi) above, subject to the prior agreement of both Parties.
- (xviii) Any self drive mini buses/vehicles supplied to this Contract are to be provided with suitable insurance to enable suitably qualified and licensed Authority personnel to drive to and from the Event (with unlimited mileage) and to enable a shuttle service to the Event (not limited to but essentially for shuttle runs between the Authority accommodation and the Event). The Client is also to provide all fuel for the minibuses for the duration of their use (to, from and throughout the Event).

Health and Safety

- (xix) Sufficient fire fighting equipment positioned in the stable area(s) as defined by the Event Fire Safety Officer.
- (xx) Provision of a suitable crowd protection arena barrier (arena boarding) to contain and protect civilians from crashing gun teams or loose horses, this should include the gallop out route. Stewarding is required for the gallop out.
- (xxi) Warnings to civilians about the dangers associated with the guns being fired prior to each rehearsal/performance when firing is to occur.
- (xxii) Assurance that the relevant police forces have been involved with the security measures for the Event.
- (xxiii) A horse ambulance for the duration of the Authority's attendance at the Event.
- (xxiv) Full medical cover to include emergency services. They are to be on immediate stand-by during all Authority rehearsals and performances with a responsibility for basic first aid for the Event and all the performers.
- (xxv) Provision of space/s for Authority recruiting activity in such locations as are practical and encourage public interest in British Army activities, (i.e. where they can be easily seen and engaged with), free of charge, as follows:
- a suitable, well located hard standing to allow tracked vehicles to unload and manoeuvre and with sufficient area to allow Heavy Equipment Transporters /Light Equipment Transporters on site. They need the length of the transporter plus ramps plus a minimum of twice the length of the vehicle they are unloading (it may be useful to situate this equipment early).

- An area with a frontage of 35m and depth of 15m to allow room for CVR(T), CR2, AS90, recruiting trailer and other dismounted infantry vehicles/displays as relevant.
- Some sort of secure rear boundary to the designated area to prevent public access to stores/personal kit and to allow for a small administration area.

EXCLUSIONS

3. No involvement of Client Contracts with tobacco manufacturers or associated businesses, or political parties or groups having political associations, and no advertising relating to this Event shall include the advertising of such products or organisations unless it has the express approval of the Authority's Project Manager.
4. No onward sales of Event customer/ mailing lists to other commercial entities.
5. No selling of any filming or images involving Authority manpower, assets or Intellectual Property for commercial gain without specific notification and written approval from the Authority. Such authorisation may require a separate commercial document as issued by the Authority.
6. Any amendments to the above deliverables: including, but not limited to, any complimentary goods services or benefits from the Client as part of this Contract cannot be considered as part payment for Services delivered in support of this Contract.
7. Any military staff employed on secondary employment or volunteering in their leave of absence to assist the Client at the Event shall not be permitted to wear military uniform. Non uniformed military personnel will not be considered as a part of the Authority deliverables under this Contract.
8. For the purpose of clarity, reparation of the Event site is the responsibility of the Client.

ETHOS

9. Should there be any facilities that the Client/ Event is able to offer, that the Event Organiser believes will negate any of the listed requirements; they should be discussed with the Project Manager at the earliest opportunity. A detailed reconnaissance should take place preferably at least one month prior to the Event. Any changes discussed and agreed between the Parties shall be included in the Contract by contract amendment.
10. No other activity/service support than is included in this Contract shall be included in the Authority's insurance.
11. Both Parties shall be expected to work together in the spirit of co-operation (within the terms and conditions) to solve a variety of problems or issues which may develop during the time that the Contract exists.

PERSONNEL PROVISION

The following personnel will be provided (numbers provided are estimates):

NAME	PAX
Kings Troop Royal Horse Artillery (KT RHA)	80
Household Cavalry Mounted Regiment (HCMR)	42
APTC Display Team	21
Household Cavalry Regiment (HCR)	32
	2 + 2
RAVC	dogs
Grenadier Guards Band	40
Coldstream Guards Band	40
Scots Guards Band	40
Royal Artillery Band	43
Non State Band 1 (Rifles)	42
Non State Band 2 (Ghurkhas)	40

EQUIPMENT PROVISION

The following equipment will be provided:

2 x CVRT – Provided by HCR

Other equipment TBC



Contract Reference No: CBCSLD/1155

SCHEDULE 2

CONDITIONS OF CONTRACT

Index

- 1 Definitions
- 2 Contract Price and Payment Terms
- 3 Recovery of Sums Due and Security of Payment
- 4 Provision of Personnel
- 5 Delivery, Storage and Disposal of Materials and Equipment
- 6 Duration of Contract
- 7 Safety and Environmental Protection
- 8 Security
- 9 Changes to the Service/Contract Amendments
- 10 Filming
- 11 Confidentiality
- 12 Intellectual Property Rights
- 13 Termination
- 14 Corrupt Gifts and Payment of Commission
- 15 Indemnities
- 16 Not Used
- 17 Transfer
- 18 Media Interest/Advertising
- 19 Force Majeure
- 20 Disputes
- 21 Waiver
- 22 Notices
- 23 Data Protection Act
- 24 Applicable Law
- 25 Headings
- 26 Customer/Client Contracts
- 27 Whole Agreement
- 28 Status of the Contract
- 29 Severability
- 30 Rights of Third Parties

1 Definitions

1.1 "The Authority" means the Secretary of State for Defence as represented by London District WM PM (hereafter referred to as the Project Manager) of HQ London District, Horse Guards, Whitehall, London, SW1A 2AX.

1.2 "The Client" means "The Tournament Trading Company Ltd ", Mountbarrow House, 6-20 Elizabeth Street, London, SW1W 9RB. Also may be described as the "The Event Organiser".

1.3 "The Contract" means the agreement concluded between the Authority and the Client (the Parties) and comprises the schedules, terms and conditions, annexes and all associated documents included or referred to within the agreement.

1.4 "The Contract Price" is the price or consideration agreed and contained in Schedule 2, Para 2.

1.5 "The Establishment" means the Headquarters London District, Horse Guards, Whitehall, London SW1A 2AX or any other MOD building used in support of this Contract.

1.6 "The Event" is the British Military Tournament 2010.

1.7 "Exigency of the Service" means any operational reason why the Authority shall be prevented from supporting the Event.

1.8 "Intellectual Property" (IP) means selected trade marks, badges, crests, copyrights and images owned by the Authority at the date hereof or developed by the Authority during the currency of this Contract and as actually included within the Event.

1.9 "Merchandising" means items such as toys, games (Including computer games), novelties, posters fabrics, apparel (clothes), DVD's, food drink and similar goods together with books, magazines, and other publications which incorporate, or are sold with reference to, images of the Authority's manpower associated with the Event.

1.10 "Net Profit" means the total revenue of the Event minus expenses before any donations or deduction of discount, but excluding such of the following charges as are actually and reasonably incurred and can be verified as such to the Authority's satisfaction:

1.10.1 Value Added Tax levied on the invoiced price;

1.10.2 insurance or freight costs;

1.10.3 packaging;

1.10.4 any charges relating to inspection by or on behalf of the Authority;

1.10.5 agent's fees and commissions.

1.11 "Open Book Accounting" means a level of access to management and accounting data. The Client shall provide such data to the Authority for Authority use in accordance with the Contract.

1.12 'Party' means either the Authority or Client as described in the definition paragraphs 1.1 & 1.2 above.

1.13 'Parties' means both the Authority and the Client together as described in the definition paragraphs 1.1 & 1.2 above.

1.14 "Representative" means any of the Client's employees, sub-contractors, members, affiliated members, agents, invitees, customers or ticket holders.

1.15 "The Service" means the provision of manpower, equipment, horses and service support provided by the Authority as specified in Schedules 1 and 3.

2 Contract Price and Payment Terms

2.1 The Client shall pay to the Authority 20% of Net Profit for the Event or the Authority marginal costs, whichever is the greater, in return for the Services provided by the Authority under the Contract. This shall include any additional invoices for damages to Authority equipment as relevant.

2.2 The Authority shall require sight/scrutiny of the Event trading accounts/reports (Open Book Accounting). The Client shall submit indicative accounts to the Authority's Finance Officer for scrutiny by 14 January 2011, with submission of the final accounts by 28 February 2011. On agreement by the Authority's Finance Officer of the Net Profit figure, an invoice for the Authority's share (as per paragraph 2.1 above) shall be sent by HQ London District to the Client and shall be payable within 15 working days of the date of invoice.

2.3 Charges shown in the Contract are exclusive of VAT and other duties and taxes unless otherwise stated. VAT or other duties or taxes payable under the Contract shall be charged in addition to the Contract Price.

2.4 Any services provided by the Authority to the Client, that are relevant to this Event, which have not previously been agreed and detailed in this Contract but are agreed between the Parties, will be charged at an additional cost. A further invoice will be raised to cover these costs where necessary.

2.5 Authority marginal costs are calculated to show direct Authority costs as expended specifically in support of the Event under this Contract. The Authority's marginal costs shall be available for Client scrutiny (under Open Book Accounting), via HQ London District Finance Officer to inspect cost allocation, but the Client is reminded that the Authority must recoup all the direct costs associated with providing services to commercial activity (non-core activity) in accordance with Government accounting regulations.

2.6 In the event that the Authority is required to purchase its own insurance in respect of this Event then the costs of such insurance shall be included in the Authority's marginal costs to be considered under paragraph 2.1 above.

3 Recovery of Sums Due and Security of Payment

3.1 Whenever under the Contract any sum of money shall be recoverable from or payable by the Client (including any sum which the Client is liable to pay to the Authority in respect of breach of Contract), the same may be deducted from any sum then due, or which at any time thereafter may become due, to the Client under the Contract, or under any other contract with the Authority, or with any Government Department (including any executive agencies thereof).

3.2 Should any of the support scheduled to be supplied by the Authority be cancelled by the Client after confirmation of the booking and within 14 working days prior to the commencement date, the Authority will require payment of the actual costs incurred by the Authority resulting from the cancellation. Where the Authority cancels the Service no charges will be claimable by either Party. The Authority will use best endeavours to inform the Client of cancellation of any element of the support to the Event at least 10 days prior to the event, where possible.

3.3 The Authority shall at no time become liable for the Client's losses.

4 Provision of Personnel

4.1 Authority personnel provided as part of the Service shall:

4.1.1 not be asked to undertake a task other than that described in the Contract;

4.1.2 not be used for publicity other than by the written consent of the Authority; the Client is to ensure that any publicity for the Event that includes details of the Authority performers and participants is accurate.

4.1.3 not be publicly named or otherwise identified by name or by position unless specifically authorised to do so;

4.1.4 not be asked to endorse, or comment on, any product;

4.1.5 not be asked to comment on any matter appertaining to the Authority otherwise than for the purposes of the Contract.

5 Delivery of Materials and Equipment

5.1 The Client shall ensure that any equipment or materials that may be provided in support of the Authority meet with current Health and Safety Regulations and prescribed conditions and any other relevant legal/statutory requirements.

6 Duration of Contract

6.1 The Contract will take effect upon the Client's acceptance of the Authority's Offer. The Contract shall remain in force until the Services detailed within Part A –Description of Service on Offer have concluded and until full and final payment has been made to the Authority by the Client save for the provisions of Clauses 7, 11, 12, 15, 20 and 23 which shall subsist beyond the date of termination.

7 Safety and Environmental Protection

7.1 The Client shall ensure compliance with, and be responsible for all Health and Safety risk assessments, risk assessment submissions, reviews and upgrades as relevant to their Event.

7.2 The Client shall liaise with all relevant parties to ensure compliance with, and ensure that all of its Representatives comply with the Health and Safety at Work Act 1974 regulations as detailed in 'The Event Safety Guide' ISBN 0-7176-2453-6, The Environmental Protection Act 1990, The Occupiers Liability Acts of 1957 and 1984, The Child Protection Act 1989, and all other relevant subordinate Legislation which applies to the Event associated with this Contract.

7.3 The Client's Health, Safety and Environmental Protection Representative is **Nick Mattingley (IMG Production Director)**. He will ensure compliance with all applicable Acts and Laws whilst engaged under this Contract, and establish an effective relationship with the Authority's Health, Safety and Environmental protection focal point **COS SO3 O&D** ~~XXXXXXXXXX~~

7.4 The Client and the Authority representatives responsible for Health, Safety and Environmental interfaces must co-operate and co-ordinate with each other to provide an adequate and suitable Safety and Environmental Protection service relating to Authority services provisions under this Contract for this Event. The Client, however shall take the overall Responsibility for Health, Safety and Environmental protection during the course of this Contract.

7.5. Any injury, disease or dangerous occurrence involving the Authority representatives or that will affect Authority Service delivery, which requires reporting under the Reporting of Injuries, Disease and Dangerous Occurrences Regulations 1985 shall be reported by the Client as soon as possible to the Project Manager or his nominated representative, in addition to the Health and Safety Executive.

7.6 The Authority reserves the right to withdraw from the Event, if, in it's view, any safety concerns identified have not been satisfactorily addressed.

7.7 If the Authority (for reasons of health, safety or security) decide they cannot perform they will present a 'Notice of Termination' form to the Client's Representative explaining the reasons. The

Client's Representative will be requested to signify acknowledgement by signing and returning the Notice of Termination form attached at Annex A to this Schedule.

8 Security

8.1 Any information passed to the Client shall not be divulged to any person other than those who need to know for the purpose of the Contract without the express permission of the Authority.

9 Changes to the Service

9.1 Any changes to the Service as proposed by the Client shall be made by in writing to the Authority and shall not take effect unless and until accepted in writing by an authorised representative of the Authority. In the event that such a change is agreed, the Authority reserves the right to revise the charging arrangements, delivery and other terms of the Contract to cover such changes. Changes in service being proposed by the Authority shall be offered as Contract amendments. The Contract can be amended only by formal written agreement between the authorised representatives detailed in Clause 22 below. (The Authority representative has to be a Commercial Officer). Any amendments offered by the Authority must be accepted by the Client in writing before they come into force.

10 Filming

10.1 Any commercial activity involving filming or images (photography) for any commercial purpose (TV Programmes, screening on digital medium, production of DVD's, computerised imagery or transfer, book content etc) shall be subject to a separate Contract.

10.2 No uses of any film (or segments/extracts of any film) or recordings or other media for the purposes of advertising are to put the Authority in disrepute. Such stipulation shall be made known to and agreed by all other agreed distributors of the film.

10.3 The Authority shall allow the use of recorded media for the purposes of news/regional news where screened/used within 3 days of the end of the Event.

10.4 Any live link material from military sources on the day shall be considered incidental use of IP. Any subsequent sales of the same or other similar images for a commercial purpose shall be subject to a separate Intellectual Property licence/Contract.

11 Confidentiality

11.1 Without prejudice to the rights of either party arising elsewhere in the Contract, all information exchanged between the Authority and the Client shall be treated as confidential. Neither Party shall use, disclose or knowingly permit the disclosure of any information in connection with this Contract unless for the purposes of this Contract except as required to do so under any Act of Law.

11.2 The Client shall take all reasonable steps to ensure the observance of this Confidentiality clause by all Representatives employed in connection with the Contract.

11.3 Any request from either Party to disclose information shall be in writing and both Parties will use best endeavours to ensure the response will be available within 5 working days of the original information disclosure request date. All such correspondence must be transmitted by immediate forms of communication such as fax or e-mail.

11.4 The obligations contained in paragraph under this Confidentiality clause shall remain in for a period of seven years from the Contract acceptance date.

12 Intellectual Property Rights (IPR)

12.1 Any use of the Authority's Intellectual Property (IP) (e.g. Authority logos or images, photographs etc) should be declared prior to use and may be subject to the Client acquiring licences from Defence Intellectual Property Rights (DIPR) and payment of the applicable Licence fees.

12.2 Use of authorised military images, photographs, information or input (e.g. articles in Event Programme) shall be subject to checking and approval from the Authority Project Manager or his Authorised Representative. Publicity material including such IP shall not be printed without Authority permission to use.

12.3 Merchandising, ie use of Authority IP (for commercial exploitation) on products not directly related to the service provided under this Contract or the associated advertising, will require a Merchandising Licence.

12.4 No use of Intellectual Property in connection with this Event shall put the Authority into disrepute.

12.5 Where appropriate, all documentation resulting from the Contract shall contain copyright markings that note any third parties Intellectual Property Rights.

13 Termination

13.1 The Client can terminate this Contract within two working days of the commencement date of the Contract, in writing, to the Project Manager on unsatisfactory delivery of the Service by the Establishment. Where this situation is proven there will be no compensation required for termination of Contract. [AWAITING ADVICE FROM WIDER MARKETS IPT ON THE INTENT OF THIS LAST SENTENCE]

13.2 In addition to any other rights of termination arising under the Contract and without prejudice to any other right or remedy which may have accrued or may arise, the Authority may terminate the Contract within two working days of the commencement date of the Contract, by giving written notice to the Client if, in the opinion of the Authority:

13.2.1 The Client is in any way in material breach of the Contract.

13.2.2 Any individual, or where the Client is a firm or registered charity, any partner/senior consultant in that firm, at any time becomes bankrupt, or has a receiving order or administration order against him, or makes any composition for the benefit of his creditors, or makes any conveyance or assignment for the benefit of his creditors, or purports to do so, or if any application is made under any Bankruptcy Act for the time being in force for the sequestration of his estate, or a trust deed is created by him on behalf of his creditors;

13.2.3 The Client, being a Company or registered charity, passes a resolution, or the Court makes an order that the Company shall be wound-up, or if a receiver or manager is appointed on behalf of a creditor, or if circumstances arise which entitle the Court or a creditor to appoint a receiver or manager or which entitle the Court to make a winding-up order or as ordered by the Charities Commission.

13.2.4 Where the Contract is terminated for reasons of Health and Safety or Security, or because of concerns relating to the nature of other organisations involved with or sponsoring the Event, in accordance with the conditions as detailed at Para 5.1, 7.7, & 8.1 the attached Notice of Termination detailed at the end of this Schedule, (Annex A) shall be completed. The Authority shall not be liable for any costs incurred by the Event Organiser.

13.3 Where the Contract is terminated in accordance with conditions 13.2, the Client shall pay a fair and reasonable price for work done taking account of all costs and liabilities incurred by the Authority, including any additional costs resulting from the termination of the work.

14 Corrupt Gifts and Payments of Commission

14.1 The Client shall not do (and warrants that in relation to the Contract it has not done) any of the following:

14.1.1 offer, give or agree to give to any Crown Servant any gift or consideration of any kind as an inducement or reward for:

(i) 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

(ii) showing or not showing favour or disfavour to any person in relation to this or any other Contract with the Crown;

14.1.2 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 it or on its behalf, or to its knowledge, unless before the Contract is made full particulars of any such commission and all the terms and conditions of any such agreement for the payment thereof have been disclosed in writing to the Authority and accepted officially.

14.2 Any breach of this Condition or the commission of any offence under the Prevention of Corruption Acts 1889-1916 by the Client or by anyone employed by it or acting on its behalf (whether with or without the knowledge of the Client) in relation to this or any other Contract with the Crown, shall entitle the Authority, without prejudice to any other rights or remedies of the Authority under the general law:

14.2.1 to recover from the Client the amount or value of any such gift, consideration or commission.

14.2.2 to terminate the Contract and recover from the Client the amount of any loss resulting from the termination.

14.2.3 to recover from the Client any other loss sustained in consequence of the Client breach of this Condition, whether or not the Contract has been terminated.

14.3 Recovery action taken against any person in service to the Crown shall be without prejudice to any recovery action taken against the Client pursuant to this Condition.

15 Indemnities

15.1 The Client shall indemnify the Authority against all loss of or damage to the Authority's property and all claims for injury to or death of the Authority's personnel including all costs and expenses arising from or in connection with this Contract where such loss, damage, injury or death is caused by the Client or its Representatives.

15.2 The Client shall indemnify the Authority against all claims from third parties in respect of any loss, liability, damage (whether civil or criminal), injury or death and all costs or expenses arising from or in connection with this Contract where such loss, damage, injury or death is caused by the Client, or its Representatives.

15.3 The Authority shall accept no liability whatsoever in respect of any loss or damage to the Clients property or injury or death to its representatives arising from or in connection with this Contract except to the extent that any such injury or death is due to the negligence of the Authority.

15.4 The Client shall at all times have in force in its name a Public Liability policy of insurance against any loss or injury which may occur to any property or to any person as a result of the provision of the Service under the Contract in the amount of not less than £5,000,000.00 (£5M) per claim. The Client shall produce, in advance of Contract signature a copy of the policy or policies and premium receipts in respect of such insurance.

16 Not Used

17 Transfer

17.1 Neither Party shall give, bargain, sell, assign or otherwise dispose of the Contract or any part thereof or the benefit or advantage of the Contract or any part thereof without the prior consent in writing of the other Party.

18 Media Interest/Advertising

18.1 Neither the Authority nor the Client shall make use of the other's name, nor the name of any of its representatives nor any information obtained under the Contract for publicity purposes (media, press, radio etc), without the prior written consent of the other party. Formal endorsement of releases to the media should be sought via the Project Manager.

19 Force Majeure

19.1 The Authority shall not be liable for, nor be deemed to be in breach of the Contract in respect of, any failure to perform or any delay in performing its obligations under the Contract if the failure or delay is due directly or indirectly to a cause or causes beyond the Authority's control. Such causes shall include, but not be limited to:

19.1.1 any Act of God, war, hostilities, terrorist attack, national strike, fuel strike, fire at the Authority's venue, flood, explosion, accident, civil disturbance, epidemic, or notifiable disease, adverse weather conditions, or emergency;

19.2 It should be clearly understood that participation by Authority manpower involved in the Event may be subject to Army Operational requirements (Exigency of Service). It may be necessary to withdraw from the Event at any time. In the Event of withdrawal for this reason no charges will be claimable by either Party.

19.3 In the event of any delay arising from such circumstances, the Authority will provide full details to the Client and shall take reasonable steps to mitigate the effect of the delay.

20 Disputes

20.1 The Parties will use their best endeavours mutually to resolve any disputes, differences or questions arising under the Contract. In the event that the Parties are unable to reach agreement, the matter shall be referred to a single arbiter to be agreed upon between the parties or in default of agreement, to an Arbitrator nominated by the President for the time being of the Chartered Institute of Arbitrators in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment of it for the time-being in force.

21 Waiver

21.1 Delay in exercising a right or remedy, or the non-exercise of the same, shall not constitute a waiver of that right or remedy.

21.2 Only the Authority's Commercial Officer may waive the rights or remedies of the Authority and only in writing.

21.3 No waiver in respect of any breach of contract shall operate as a waiver in respect of any other similar right or remedy.

22 Notices

22.1 Any notice to be served on either of the Parties by the other shall be sent to the address for the service given in the Contract (see Schedule 2 Annex B) by pre-paid recorded delivery, registered post,

telex, or facsimile, For specific details of the Termination of Notice document at Annex A to this Schedule, refer to condition 13.2.4.

22.2 Each of the Parties shall advise the other, at the earliest possible opportunity, of the change or acquisition of any address or telephone, telex or similar number.

22.3 For the purposes of this Contract, the Authority's Commercial representative is HQ London District Senior Commercial Manager, ~~██████████~~ and the Client's authorised Representative is Brig Robin J Bacon.

23 Data Protection Act

23.1 The Clients' attention is drawn to the Data Protection Act 1998.

23.2 Both Parties warrant that they will observe all their obligations under the Data Protection Act, which arise in connection with the Contract.

23.3 No onward sales of any database information to other entities of any description for any purpose.

24 Applicable Law

24.1 The Contract shall be considered as a Contract made in England and shall be governed by and interpreted in accordance with English Law.

25 Headings

25.1 In these Terms and Conditions of Contract the relative ordering of Conditions or the placing of information in the Annexes is of no significance. All headings within these Terms and Conditions are generally for convenience only and shall not affect interpretation of the subsequent text or the Contract as a whole. All cross-references are for immediate ease of subsequent ease of reference only and are not intended to be either complete or definitive.

26 Customer/Client Contracts

26.1 The Client shall draw up documentation with their customers, Representatives and sub-contractors to include all relevant conditions of this Contract including but not limited to payment, insurance, security, access, putting up structures, etc. To what extent the risk associated with these issues is passed to the customer using Client contracts is entirely the responsibility of the Client.

27 Whole Agreement

27.1 The Contract as defined in Condition 1 comprises the whole agreement between the Parties and no other terms and conditions other than those contained within this Contract shall be applicable to the Contract.

27.2 The Client acknowledges that it has not relied upon any oral or written representation made to it or its employees or agents by the other party and it has made its own independent investigations into all matters relevant to the Contract.

28 Status of the Contract

28.1 Nothing in the Contract shall be construed as creating a partnership, a Contract of employment or a relationship of principal and agent between the Authority and the Client.

29 Severability

29.1 If any provision of the Contract is held to be invalid, illegal or unenforceable to any extent then:

29.1.1 such provision shall (to the extent it is invalid, illegal or unenforceable) be given no effect and shall be deemed not to be included in the Contract but without invalidating any of the remaining provisions of the Contract; and

29.1.2 the Parties shall 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.

30 Rights of Third Parties

30.1 Notwithstanding anything to the contrary elsewhere in the Contract, no right is granted to any person who is not a Party to the Contract to enforce any term of the Contract in his own right and the Parties to the Contract declare that they have no intention to grant any such right.

NOTICE OF TERMINATION PROFORMA

CONTRACT NO: CBCSLD/1155

PROVISION OF AUTHORITY SERVICE SUPPORT TO THE BRITISH MILITARY TOURNAMENT
FROM 01 TO 05 DECEMBER 2010

NOTICE OF TERMINATION

To: [Insert Client's details]

Event: [Insert details of Event.]

The Authority hereby exercises its right to terminate the Contract under Clauses 7 and 13 of the Contract because in the opinion of the Authority: [strike through those not appropriate]:

- 1. **You are in breach of the Contract.**
- 2. **It is not appropriate for the Authority to participate in the Event due to the nature of other organisations involved with or sponsoring the Event; or**
- 3. **It would not be prudent for the Authority to participate in the Event for reasons of health, safety or security; or**
- 4. **Military operational requirements make it impossible for the Authority to release personnel to attend the Event.**

Further details are set out below:

Please sign in acknowledgement of the Termination Notice.

Signed for and on behalf of the Secretary of State for Defence by:

Signature:

Print Name:

Date:

Signed for and on behalf of the Event Organiser by:

Signature

Print Name:

Date:

POINTS OF CONTACT

<p>Authority Point of Contact (Project Officer)</p> <p>[REDACTED] SO3 G3 Ops/O&D Headquarters London District Horse Guards Whitehall London SW1A 2AX</p> <p>Civil Tel: [REDACTED] Mil Tel: [REDACTED] Civil Fax: [REDACTED] Mil Fax: [REDACTED]</p>	<p>Customer Representative/Point of Contact</p> <p>Brig R Bacon The Tournament Trading Company Ltd Mountbarrow House 6-20 Elizabeth Street London SW1W 9RB</p> <p>Civil Tel No: [REDACTED] Mobile: [REDACTED] Civil Fax No: [REDACTED] Email: rbacon@soldierscharity.org</p>
<p>Finance Officer</p> <p>[REDACTED] Budget Manager Headquarters London District Horse Guards Whitehall London SW1A 2AX</p> <p>Civ Tel: [REDACTED] Mil Tel: [REDACTED] Email: [REDACTED]@mod.uk</p> <p>Cheques payable to: In accordance with invoice instructions.</p>	<p>Commercial Officer</p> <p>[REDACTED] Senior Commercial Manager HQ London District Horse Guards Whitehall London SW1A 2AX</p> <p>Civ Tel: [REDACTED] Mil: [REDACTED] Civ Fax: [REDACTED] Mil Fax: [REDACTED] Email: [REDACTED]@mod.uk</p>

PROTECT - COMMERCIAL
DOWN GRADED

Contract Reference No: CBCSLD/1155

SCHEDULE 3

REHEARSAL SCHEDULE

TBC

PROTECT - COMMERCIAL
DOWNLOADED

Contract Reference No: CBCSLD/1155

PROGRAMME

TBC

TRANSPORT SCHEDULE

TBC

