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DES Comrcl CC-Navy IG1
Defence Equipment and Support
Building 1/080, Room 302
Jago Road
HMNB Portsmouth
Hampshire
PO1 3LU



Telephone: [REDACTED]
Facsimile: [REDACTED]
E-mail: [REDACTED]@mod.uk

Tournament Trading Company
Mountbarrow House
6-20 Elizabeth Street
London
SW1W 9RB

Our Reference: FLEET/RM/029/13

Date: 12 August 2013

FAO: Mr Robin Bacon

Dear Mr Bacon,

OFFER OF CONTRACT NO FLEET/RM/029/13- AUTHORITY SUPPORT TO TOURNAMENT TRADING COMPANY FOR THE LAUNCH OF THE BRITISH MILITARY TOURNAMENT TO BE HELD AT EARLS COURT ON 05 SEPTEMBER 2013.

1. On behalf of the Ministry of Defence ("the Authority") I am pleased to enclose our Offer of Contract in respect of your request, which shall remain open for acceptance until 1500 hrs 23 August 2013.

2. The Authority expects every organisation with which it contracts to maintain high standards of integrity and adhere to the laws of the countries where it operates. A Statement of Good Standing forms part of the Acceptance of Offer of Contract Form and you are asked to confirm your organisation's compliance as part of your acceptance of the Contract Offer.

3. a) If you wish to accept this Offer please sign the Acceptance of Offer of Contract Form attached and return it by the date stated in paragraph 1 above to:

COMMERCIAL OFFICER: [REDACTED]
FAX NO: [REDACTED]
AND PLEASE SEND AN EMAIL TO CONFIRM THIS HAS BEEN DONE
OR SCAN THE SIGNED ACCEPTANCE FORM AND EMAIL IT TO:
[REDACTED]@mod.uk

b) No contract will come into existence, unless unqualified acceptance is received within this time.

4. If you have any concerns relating to acceptance or any questions regarding the Contract please contact the Authority's Commercial Officer as detailed above at para 3a.

5. Once you have accepted the Offer of Contract you may contact the duly appointed representative (Project Officer) - [REDACTED] using the contact details at Schedule 3 of the Contract, to discuss the Service to be provided.

Yours sincerely,

[REDACTED]
Commercial Officer
For Head of Commercial (Commands and Centre)

FLEET/RM/029/13

1 OF 10
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Acceptance of Offer of Contract Form

Contract Ref Number: FLEET/RM/029/13

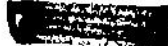
Date: 12 August 2013

We acknowledge receipt of your Department's Letter of Offer of Contract with associated documents and confirm that we unconditionally accept the Offer contained therein. We confirm that we accept the Contract Offer which has not been altered in any way from the Offer made to us. We understand that by accepting the Authority's Offer, our company is entering into a legally binding contract. We agree that any other terms and conditions or any general reservations, which may be printed on any of our correspondence in connection with this Service, shall not be applicable to the Contract.

STATEMENT OF GOOD STANDING

We confirm to the best of our knowledge and belief, that our company including any of its directors or any other person who has powers of representation, decision or control of our company has not been convicted of any of the following offences:

Conspiracy, corruption, bribery, fraud, theft, fraudulent trading, defrauding Customs & Excise, an offence in connection with taxation, destroying, defacing or concealing of documents or procuring the extension of a valuable security, money laundering or any other offence within the meaning of Article 45(1) of Directive 2004/18/EC as defined by the national law of any relevant State. We further confirm that our company nor any of its directors or any other person who has powers of representation being an individual is not bankrupt, has not been convicted of a criminal offence relating to the conduct of their business or profession; has not committed an act of grave misconduct; has fulfilled obligations relating to the payment of social security contributions; has fulfilled obligations relating to the payment of taxes and is not guilty of serious misrepresentation in providing any information required by this Statement. In accepting this Contract we confirm this Statement is true in respect of our company.

<p>Signed: </p> <p>Name (BLOCK CAPITALS) BUG R J BACON</p> <p>Signature constitutes acceptance of the Ministry's offer, thereby creating a legally binding Contract</p>	<p>Dated this 14th day of August 2013</p>
<p>In the capacity of: DIRECTOR (eg Director, Manager, Secretary etc.)</p>	<p>Address: MOUNTBAKKE HOUSE 6-20 CULZAMCH STREET LONDON SW1W 9RB</p>
<p>Duly authorised to sign Contracts for and on behalf of (Company name where applicable): TOURNAMENT TRADING COMPANY</p>	<p>Telephone: 0207 811 3961</p>
	<p>(ONLY if Scots Law is to apply to this Contract please sign below - see Standard Condition 23)</p> <p>"We require that Scots Law shall apply to the Contract (Signed)....."</p>

Return To: Commercial Officer detailed at Schedule 3

FLEET/RM/029/13

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CONTENTS

Contract No: FLEET/RM/029/13

For

**AUTHORITY SUPPORT TO TOURNAMENT TRADING COMPANY FOR THE LAUNCH
OF THE BRITISH MILITARY TOURNAMENT TO BE HELD AT EARLS COURT ON 05
SEPTEMBER 2013.**

OFFER LETTER

ACCEPTANCE OF OFFER OF CONTRACT FORM

CONTRACT KEY DOCUMENT

SCHEDULE 1 – STANDARD TERMS AND CONDITIONS

SCHEDULE 2 – SPECIAL CONDITIONS OF CONTRACT

SCHEDULE 3 – POINTS OF CONTACT

SCHEDULE 4 – PROGRAMME OF EVENTS

FLEET/RM/029/13

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CONTRACT KEY DOCUMENT

THIS CONTRACT is made on the TWELFTH day of AUGUST 2013

BETWEEN

(1) **THE SECRETARY OF STATE FOR DEFENCE** (hereinafter referred to as "the Authority" or "Authority") a corporation sole of Whitehall, London, SW1A 2HB, United Kingdom, (Ministry of Defence (MOD)) as represented by [REDACTED] Navy Commercial, Wider Markets Team, Room 302, Building 1/080, Jago Road, HMNB Portsmouth, Hampshire, PO1 3LU as the Commercial Officer, or their nominated deputy; and

(2) **TOURNAMENT TRADING COMPANY** (hereinafter referred to as "the Client" or "Client") of Mountbarrow House, 6-20 Elizabeth Street, London, SW1W 9RB

WHEREAS

(A) The Client requires services to be provided by the Authority in support of the Launch of the British Military Tournament to be held at Earls Court, 05 September 2013.

(B) The Authority has agreed to provide the following Services:
a. Provision of manpower and equipment as detailed in the Special Conditions of Contract at Schedule 2.

IT IS HEREBY AGREED as follows: -

- i. The Standard Terms and Conditions of Contract at **Schedule 1** shall apply to this Contract;
- ii. The Special Conditions of Contract at **Schedule 2** shall apply to this Contract;
- iii. The Points of Contact for each of the Parties shall be as detailed at **Schedule 3**;
- iv. The Programme of Events shall be as detailed at **Schedule 4**;
- v. The Contract Price shall be £1,269.15 (excluding VAT). The invoice shall be raised by the Authority following Contract acceptance;
- vi. The Contract duration shall be from date of Contract acceptance by the Client until 05th October 2013.

FLEET/RM/029/13



SCHEDULE 1 - STANDARD TERMS AND CONDITIONS OF CONTRACT

1. Definitions

1.1 In this Contract, except where the context otherwise requires, the following words and expressions shall have the following meanings:

1.1.1 "Alternative Dispute Resolution" or "ADR" means a range of options for resolving disputes, without going to court. ADR includes mediation, adjudication, arbitration and conciliation.

1.1.2 "Contract" means the agreement concluded between the Authority and the Client and comprises all of the following documents, other than compliance certificates and Contract Key Documents (including all schedules):

1.1.3 "Contract Price" is the consideration agreed with the Client, including a premium for additional currency where specified, as detailed in the Contract;

1.1.4 "The Commercial Officer" means the Commercial Officer, detailed in Schedule 4 (Points of Contact) or their nominated deputy, empowered to negotiate and conclude arrangements with the Client on behalf of the Authority;

1.1.5 "Crown Copyright" means any intellectual property material owned by the Crown;

1.1.6 "Licence" shall mean the premises belonging to the Authority as defined in the Contract Key Document;

1.1.7 "Emergency of the Service" shall mean a circumstance under which the Authority is required to undertake a military duty and may no longer be available to fulfil the Contract Services, or accepting the Contract. Emergencies shall include, but shall not be limited to, death of a member of the Royal Family, urgent military activity, global disaster requiring military assistance and Government directive;

1.1.8 "Information" means any information in any written or other tangible form disclosed in one Party by or on behalf of the other Party under or in connection with the Contract;

1.1.9 "Intellectual Property" (IP) or "IP" means any intellectual property of any description including, but not limited to, patents, registered trademarks, rights in designs, copyright, design rights, registered trademarks, know-how and confidential information;

1.1.10 "Material Breach" means a fundamental breach or breach of a Contract term or terms which are of the core of the Contract, the effect of which is to substantially deprive the innocent Party of the whole benefit for which it contracted or the whole benefit of a substantially important part of the Contract;

1.1.11 "Parties" means both of the Parties, the Authority and the Client together;

1.1.12 "Party" means either the Authority or Client;

1.1.13 "Representative" means any of the Client's employees, agents, trustees, sub-contractors, distributors or customers;

1.1.14 "Service(s)" means the work to be provided by the Authority to the Client as detailed in the Contract Key Document;

1.1.15 "Third Parties" means any person or organisation who is not a Party to the Contract;

1.2 The singular shall include the plural and vice versa and the masculine shall include the feminine or the neuter gender and vice versa;

1.3 Unless the context otherwise indicates, references to conditions, clauses, sub-clauses, referals and to schedules are by clause and sub-clause (if any) and shall apply to this Contract;

1.4 References in this Contract to any statute or statutory provision shall include any statute or statutory provision which amends, extends, consolidates or replaces the same and shall include any order, regulations, instruments or other subordinate legislation made under it and any such statute;

1.5 References in this Contract to a person or persons shall include bodies corporate unincorporated associations and partnerships;

2. Contract Prices and Payment Terms

2.1 The Client shall pay to the Authority the Contract Price for the Services defined in the Contract. The Authority will invoice for an amount to be raised on the Authority's Ring-fenced account (RFA) in accordance with the following terms and conditions. Where payments such as deposits are required in advance of Service delivery these shall be detailed in the Contract Key Document. All payments are to be made within 30 days of receipt of a valid invoice (the date 30 days after Client receipt of the invoice shall be known as the Due Date);

2.2 Charges and prices shown in the Contract are exclusive of VAT and other duties and taxes, unless stated otherwise. VAT or other duties or taxes payable under this Contract shall be charged in addition to the Contract Price and the Client is responsible for the payment of these;

2.3 Any services provided by the Authority to the Client which have not previously been warned and detailed in the Contract shall be charged at an additional cost. A former invoice will be issued to cover these costs where necessary;

2.4 The Payment of Commercial Credits. Where and to the extent that the debt would otherwise be a qualifying debt under the Late Payment of Commercial Debts (Interest) Act 1998 (the LPA), the interest provided for by this condition is a contractual remedy and is not a statutory remedy. Therefore, to the extent permitted by law, the provisions of the LPA relating to statutory interest shall not apply to the Contract;

2.4.1 From the day after the Due Date and thereafter, until payment is made, simple interest at a rate set in the Contract will be the prevailing rate of statutory interest (as defined in the Act) or the Due Date, may be demanded by the Authority on the basis of the valid claims for payment, or unpaid parts thereof;

2.4.2 The interest shall be payable for any period of delay attributable to the conduct of the Authority;

2.4.3 A claim for interest made pursuant to this condition shall be in writing in relation to the Client and any interest payable to a third party shall not form part of the Contract Price and is a remedy for payment of that party not subject to VAT;

2.4.4 If and to the extent that any term of this condition shall be held to be or to cause the provision of the Contract to be, void, illegal, unenforceable or unenforceable, such term shall, to that extent, be omitted from the contract and the rest of the condition shall stand;

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 any other contract with the Authority, or any government department (including any executive agency thereof);

3.2 The Authority shall at all times retain a first charge over the Client's assets;

4. Provision of Personnel

4.1 Authority personnel provided by the Authority shall be:

4.1.1 not be asked to undertake any task that has not been agreed with the Authority under the terms of this Contract;

4.1.2 not be used for any purpose other than that for which they are provided to the Client;

4.1.3 not be publicly named or otherwise identified as staff of the Authority, either by name or by rank position;

4.1.4 not be asked to comment on any matter and that to the Authority shall not be provided for under the terms of this Contract;

5. Duration of Contract

5.1 The Contract will take effect upon the Client's acceptance of the Authority's Offer. The Contract shall remain in force from Contract acceptance with the date detailed in the Authority's Offer, until it is terminated or until it is terminated by the Authority in accordance with the provisions of conditions 9.1, 11.1 or 12.4 which shall survive beyond the date of termination;

6. Work Performance by Authority Personnel

6.1 The Client shall ensure that when ordering the Establishment he contracts with a Company of Good repute and that when ordering, instructions or standing orders which are issued to the Personnel of the Establishment, these shall be available from the Project Office on demand;

7. Safety, Security & Supervision

7.1 Both Parties shall comply with the Health & Safety at Work Act 1974 and its relevant legislation in connection with this Contract;

7.2 The Authority reserves the right to terminate the Contract with immediate effect if it is reasonable in the Client's or breach of statutory health and safety regulations or if it is unable to perform this Contract. The Authority will not be liable for any costs incurred by the Client arising from such termination, if the Authority exercised its rights under this condition in a timely and reasonable manner. Notwithstanding, the Authority will endeavour to minimise any financial loss to the Client where it is not possible to do so;

7.3 Where the Client has prior knowledge of any health or safety hazards that may be involved in the delivery of the Service, it shall be notified in writing to the Authority;

7.4 New information provided pursuant to Clause 7.3 the Client shall notify the Authority immediately if it becomes aware of any health and safety hazard that results in a new or revised to this Contract. Such hazards shall include, but not be limited to, injury, damage or dangerous occurrence to the Client or the Representative(s) which requires reporting under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995;

7.5 It is not expected that any aspect of this Contract will require a second specification. In the event that such a situation should arise the Project Office will discuss the work in the Client. Where a second specification is required, the Authority's security provisions shall apply together with those of the UK Official Secrets Act 1989 and any subsequent revisions. The Client shall take all reasonable steps to ensure that where its Representatives are operating in conjunction with the Client, they are provided with copies of the security provisions that apply to them in respect of the delivery of Services under the Contract. These provisions will continue to apply after completion or early termination of the Contract;

7.6 The Client, and all of its Representatives shall comply with all relevant legislation with regard to the environment with respect to this Contract and in particular, but not limited to, The Environmental Protection Act 1990, The Environmental Act 1995 and all other relevant statutory provisions and any additional environmental legislation from international treaties and protocols to which the Client is a signatory;

7.7 The Client shall indemnify the Authority against and against liability for damages, which may result from claims arising from any breach of environmental legislation given where such claim is due to the Authority's breach of such requirements;

7.8 If the Contract involves the creation or use of harmful substances or materials, the Client shall provide to the Authority an Environmental Impact Statement or, if applicable, any assessments prior to the provision of any service to be provided by the Authority;

8. Claims, Disputes and Payment of Commission

8.1 The Client shall not demand warrants that shall relate to this Contract, nor shall demand any of the following:

8.1.1 Offer, give or agree to give to any Crown Servant any gift or consideration of any kind as an inducement for reward;

8.1.2 Doing or not doing to, or having done or not having done any act in relation to the allowing or execution of the Contract or any other contract with the Crown or;

8.1.3 Showing or not showing favour or disfavour to any person in relation to this Contract or any other contract with the Authority;

8.1.4 Enter into this Contract or any other contract with the Authority in connection with which commission has been paid or is to be paid or is his knowledge, unless, before the contract is made, all particulars of any such commission and all terms and conditions of any such contract have been disclosed in writing to the Authority;

8.2 Any breach of this condition or a breach of any other provision of the Act (except an Order and Section 2 of 2001) and the Prevention of Corruption Act 1988, by the Client or by anyone employed by him or acting on his behalf (whether with or without the knowledge of the Client) in relation to this Contract or any other contract with the Authority, shall render the Authority, without prejudice to any other rights or remedies of the Authority, entitled to terminate the contract;

8.2.1 In respect of the Client the amount of such loss shall be £25,000 (or an amount as agreed);

8.2.2 To terminate the Contract and recover from the Client the amount of any loss resulting from such termination;

8.2.3 To recover from the Client any loss sustained, in consequence of the Client's breach of this Contract, whether or not the Contract has been terminated;

8.3 Recovery action shall be taken against any person in the service of the Authority that he without prejudice to any remedy which may be available to the Client pursuant to this condition;

9. Warranties and Indemnities

9.1 The Service shall be provided only in accordance with those Contract terms and without any other warranty expressed or implied on the part of the Authority;

9.2 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 and third parties and expenses arising from or in connection with the Contract where such loss, damage, injury or expense is caused by the Client or its Representatives;

9.3 The Client shall indemnify the Authority against all claims from Third Parties in respect of any loss, liability, damage (whether civil or criminal), injury to death and all costs or expenses which may arise in connection with the Contract where such loss, damage, injury or expense is caused by the Client or its Representatives;

9.4 The Authority shall accept no liability whatsoever in respect of any loss or damage to the Client's property or injury to death of its Representatives or Customers arising from or in connection with the Contract except to the extent that any such injury or death is due to the negligence of the Authority;

9.5 The Client shall ensure that at all times there is in existence a Public Liability policy of insurance against any loss or injury which may occur in any premises or in any process arising out of the performance of the Contract in the amount of not less than £5,000,000 (five million pounds) per incident and indemnified as to the total number of incidents covered. The Client shall forward to the Authority a Written Notice (to be sent to the Client) in accordance with the provisions of the relevant insurance policy in respect of such insurance;

9.6 The Client shall ensure that the Authority is insured for any and all loss, damage, liability costs and expenses arising out of any claim which may be made by a third party as a result of any infringement of a Third Party's IP arising from the use of material, equipment, documentation or software supplied by the Client, in support of work to be performed under the Contract;

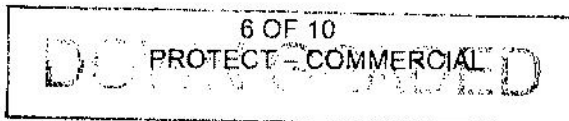
10. Third Party Claims

10.1 If any Third Party makes a claim against either Party to the Contract, each Party agrees to provide full details to the other Party of the full facts of the claim and may not disclose any matter without first consulting with the other;

10.2 No settlement shall be made by one Party to the claim unless the other Party to the claim agrees in writing by the third party;

10.3 If the Party may initiate legal proceedings against a Third Party who has assigned their rights to the other party, then the Party will be bound by the arbitration agreement of the Parties;

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such agreement to include arrangements for the equal sharing, apportionment of costs and the allocation of damages.

11. Disclosure Obligations

- 11.1 Subject to sub-clauses 11.4, 11.5 and 11.6 of this condition, each Party:
- 11.1.1 shall treat as confidential all information it receives from the other;
- 11.1.2 shall not disclose any of that information to any Third Party without the prior written consent of the other Party. Such consent shall not unreasonably be withheld except that the Client may disclose information in confidence without prior consent, to such persons and to such extent as may be necessary solely for the performance of the Contract;
- 11.1.3 shall not use any of that information or disclose it for the purpose of the Contract;
- 11.1.4 shall not copy any of that information except to the extent necessary for the purpose of executing its rights of use and disclosure under the Contract;
- 11.1.5 shall take all reasonable precautions necessary to ensure that all information disclosed to it by the Client or on behalf of the Authority under or in connection with the Contract is disclosed to its employees and subcontractors, only to the extent necessary for the performance of the Contract;
- 11.1.6, in compliance with clause 11.1 and 11.2, shall not disclose except with prior written consent of said otherwise than for the purpose of performing work or having work performed for the Authority under the Contract or any subcontract thereunder;
- 11.3 The Client shall ensure that its employees are aware of its arrangements for disclosing the obligations under this condition, before they receive information and take such steps as may be necessary to prevent any disclosure of such information;
- 11.4 Sub-clauses 11.1 and 11.2 of this condition shall not apply to any information to the extent that it is:
- 11.4.1 in the public domain or otherwise disclosed otherwise than in consequence of or under, the Contract;
- 11.4.2 has the right to be disclosed or the information is ascertainable with or without consent of the Contractor;
- 11.4.3 disclosure:

- (a) that the information was or has become published or publicly available for use otherwise than in breach of any provision of the Contract or any other agreement between the Parties;
- (b) that the information was already known to a Third Party (including an officer or agent of the Contractor) in connection with the Contract;
- (c) that the information was received with a free 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 the Contract, provided the relationship to any other information is not revealed.

- 11.4.4 Neither Party shall be a breacher of this condition where it can show that any disclosure of information was made solely and to the extent necessary to comply with a statutory, judicial or parliamentary obligation. Where such a disclosure is made, the Party making the disclosure shall ensure that the recipient of the information is made aware of and asked to respect its confidentiality. Such disclosure shall in no way diminish the obligations of the Parties under this condition.
- 11.5 Nothing in this condition shall affect the Parties' obligations of confidentiality where information is disclosed orally in confidence.
- 11.6 The Client also shall be bound by the Data Protection Act 1998. Both Parties warrant that they will at all times fulfil their obligations under the Data Protection Act, which apply in connection with the Contract.

- 11.7 Neither the Authority nor the Client shall make use of the other's name, in the name of any of its Representatives, nor any information obtained under the Contract for publicity purposes. Media, Press, Radio, etc., would not be an exempt category of the other Party. Formal checking of all releases to the media should be sought from the Project Officer.
- 11.8 The Authority shall be bound by the Freedom of Information Act 2000 (the Act) and the Freedom of Information Regulations 2004 (the Regulations). To the extent that they are obliged to comply with the Act or the Regulations, the Authority shall, in clause 11.4, where the Authority is considering the disclosure of information under the Act or the Regulations and, in any event, shall advise in consultation to the Contractor of any decision to disclose the information. The Client acknowledges and accepts that its representations on disclosure during contract may not be determinative and that the decision whether to disclose information to do so comply with the Act or the Regulations is a matter in which the Authority shall exercise its own discretion, subject always to the provisions of the Act or the Regulations. For the avoidance of doubt, nothing in this condition shall affect the Contractor's rights at law.
- 11.9 Nothing in this condition shall affect the Parties' obligations of confidentiality where information is disclosed orally in confidence.

12. Changes to the Service/Contract Amendments

- 12.1 Any changes to the Service as proposed by the Client shall be made in writing to the Authority and shall not be effective unless and until accepted in writing by an authorized representative of the Authority, namely the Commercial Officer. In the event that such a change is agreed, the Authority reserves the right to vary the charging arrangements, delivery and other terms of the Contract to cover such changes. Changes to service being proposed by the Authority shall be offered as Contract Amendments. The Contract can be amended only by formal written agreement between the Commercial Officer, the Client or Schedule 3 and the Client. Any amendments offered by the Authority must be accepted by the Client in writing before any work is done.

13. Force Majeure

- 13.1 Neither Party shall be liable to the other Party for any delay in performing, or failure to perform, its obligations under the Contract to the extent that such delay or failure is a result of Force Majeure. Notwithstanding the foregoing, above, each Party shall use reasonable endeavours to continue to perform its obligations under the Contract to the degree of such Force Majeure.
- 13.2 The other Party becomes aware of Force Majeure which applies, its force or likely to give rise to any force or delay or is not as described, it is a condition of the contract that immediately notify the other by the most expeditious method that is available and shall inform the other of the period for which it estimates that such failure or delay shall continue. However, if such Force Majeure prevents either Party from performing its contractual obligations under the Contract as set out in greater detail in the special conditions set out, the other Party may terminate the Contract with immediate effect in writing.
- 13.3 Any act of God, war, hostilities, suspected or actual terrorist attacks, national strike, fuel strikes, fire, flood, explosion, industrial methods dispute, civil disturbance, adverse weather conditions or all Agency.
- 13.4 An exigency of the Service requiring the Authority to withdraw the provision of the Service to the Client either for a temporary or permanent period.
- 13.5 Payment by the Client for Services delivered by the Authority but terminated early in accordance with this condition shall be subject to the provisions of clause 14 of these Contract terms.

14. Termination

- 14.1 In addition to any other rights of termination arising under the Contract, and without prejudice to act, either party, at any time which is agreed in writing or may arise, the Authority may terminate the Contract immediately by giving written notice to the Client if:
- 14.1.1 the agreement has been frustrated with conditions by the Client due to its failure or inability to pay its debts as they fall due;
- 14.1.2 the Client has failed to make payments as required under this contract and fails to rectify the position within 14 days of receipt of written notice from the Authority of the same;
- 14.1.3 the Client has committed a Material Breach of its obligations under the Contract, unless the Client rectifies the breach, or fails to do so, within 14 days of receipt of written notice from the Authority;
- 14.1.4 The Client gives 14 days' notification, in writing or otherwise, to the Client.

14.1.5 Where the Client is declared insolvent either in insolvency Act proceedings or other legal proceedings;

14.1.6 Any individual, or where the Client is a firm, any partner or consultant in that firm, at any time secures a bankruptcy or has a winding-up or administrative order against him or makes any composition for the benefit of his creditors, or makes any compromise 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; or

14.1.7 The Client, being a Company, 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 where a receiver is appointed over the whole or part of the Client's business; or

14.1.8 The Client or any of its Representatives breaches the security and conduct provisions of the Contract.

14.2 Where the Contract is terminated in accordance with condition 14.1, 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 Service.

14.3 The Contract can be terminated by mutual consent of the Parties.

14.4 Termination or expiration of this Contract shall not release the Client from obligations of confidentiality under this Contract. Confidentiality of this Contract however, arising the Client shall remain promptly in the Authority of material in its possession provided for the purposes of the Service.

14.5 The Client acknowledges and agrees that Services and participation under the Contract by Authority personnel are subject to Exigency of the Service. Accordingly, it may be necessary to withdraw a supporting service at any time for this reason. Where applicable, the Client shall be responsible for assisting with Authority personnel redeployment in the event of Exigency of the Service being invoked. In the event of such a withdrawal no charges will be claimed by either Party.

15. Intellectual Property & Crown Copyright

15.1 The use of any Crown Copyright photographs or footage may be accessed free of charge under the terms of the Open Government Licence for Public Sector Information which is available through the National Archives website.

15.2 The use of any other Authority Intellectual Property or the use of any databases or programs is subject to a license of Intellectual Property Rights (IPR) license Agreement being obtained which will involve payment of the applicable license fees. If such a requirement arises, the Client shall contact the Authority's Commercial Officer.

16. Severability

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

16.1.1 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

16.1.2 the Parties shall use reasonable endeavours to replace the invalid, illegal or unenforceable provision by a valid, legal and enforceable substitute provided the effect of which is as close as possible to the intended effect of the invalid, illegal or unenforceable provision.

17. Waiver

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

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

17.3 No waiver in respect of any breach of contract shall operate as a waiver in respect of any other term or right of the Contract.

18. Notices

18.1 All notices, orders, or other forms of communication required to be given in writing under or in connection with this Contract shall:

18.1.1 be addressed for the attention of the Authority as detailed in the Points of Contact at Schedule 3;- 18.1.2 be given in writing;
- 18.1.3 be authenticated by signature or by such other method as agreed between the Parties;
- 18.1.4 be marked for the attention of the appropriate department or office; and
- 18.1.5 be marked in a prominent position with the relevant Contract number.

18.2 Notices should be delivered by:

18.2.1 hand;- 18.2.2 first class airmail (not an airmail in the case of notices to or from overseas);
- 18.2.3 facsimile;
- 18.2.4 electronic mail, where such a means of communication has been agreed for the purposes of the Contract.

18.3 Notices shall be deemed to have been received:

18.3.1 if delivered by hand, on the day of delivery if it is the recipient's business day and otherwise on the first business day of the recipient immediately following the day of delivery;- 18.3.2 if sent by facsimile (prepaid post) (or e-mail, if appropriate), on the first business day (or on the first business day, in the case of a fax) after the day of posting;
- 18.3.3 if sent by facsimile or telefax or other electronic means:

(a) if transmitted between 09:00 and 17:00 hours on a business day (recipient's time) on completion of receipt by the sender of verification of the transmission or from the receiving instrument; or

(b) if transmitted at any other time, at 09:00 on the first business day (recipient's time) following the completion of receipt by the sender of verification of the transmission from the receiving instrument.

18.4 The addresses (including electronic addresses) of each party to the Contract to which all Notices shall be sent are those specified in the Contract, or such other address as either Party may by written notice specify to the other for the purpose of this condition.

18.5 Where either Party requests written confirmation of any communication which does not constitute a notice, such request shall not unreasonably be refused. Any notice to be served on either of the Parties by the other shall be sent to the named Commercial Officer at the address shown in the order of offer covering the Contract (see also Schedule 3) by one paid facsimile or any registered post or airmail.

18.6 Notices should be deemed to have been received:

18.6.1 if transmitted between 09:00 and 17:00 hours on a business day (recipient's time) on completion of receipt by the sender of verification of the transmission or from the receiving instrument; or

18.6.2 if transmitted at any other time, at 09:00 on the first business day (recipient's time) following the completion of receipt by the sender of verification of the transmission from the receiving instrument.

18.7 The addresses (including electronic addresses) of each party to the Contract to which all Notices shall be sent are those specified in the Contract, or such other address as either Party may by written notice specify to the other for the purpose of this condition.

18.8 Where either Party requests written confirmation of any communication which does not constitute a notice, such request shall not unreasonably be refused. Any notice to be served on either of the Parties by the other shall be sent to the named Commercial Officer at the address shown in the order of offer covering the Contract (see also Schedule 3) by one paid facsimile or any registered post or airmail.

18.9 Notices should be deemed to have been received:

18.9.1 if transmitted between 09:00 and 17:00 hours on a business day (recipient's time) on completion of receipt by the sender of verification of the transmission or from the receiving instrument; or

18.9.2 if transmitted at any other time, at 09:00 on the first business day (recipient's time) following the completion of receipt by the sender of verification of the transmission from the receiving instrument.

18.10 The addresses (including electronic addresses) of each party to the Contract to which all Notices shall be sent are those specified in the Contract, or such other address as either Party may by written notice specify to the other for the purpose of this condition.

18.11 Where either Party requests written confirmation of any communication which does not constitute a notice, such request shall not unreasonably be refused. Any notice to be served on either of the Parties by the other shall be sent to the named Commercial Officer at the address shown in the order of offer covering the Contract (see also Schedule 3) by one paid facsimile or any registered post or airmail.

19. Hearings

19.1 In dispute terms and conditions of Contract the relative ordering of precedent of the placing or information in the schedules or appendices is of no significance. All hearings with these terms and conditions are generally for convenience only and shall not affect interpretation of the subsequent text of the Contract as a whole. All cross-references are for convenience and substitution of reference only, and are not intended to be either complete or definitive.

20. Notices

20.1 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, except as agreed in this Contract, without the prior consent in writing of the other Party.

21. Whole Agreement

21.1 This Contract as defined in condition 1.1.2 comprises the whole agreement between the Parties and no other terms and conditions shall be applicable to the Contract.

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



21.3 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 Grant.

22. Rights of Third Parties

22.1 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.

23. Applicable Law

23.1 The Contract shall be considered as a Contract made in England and shall be governed by and interpreted in accordance with English Law, unless Scots Law has been noted for by the Grant on the Acceptance of Offer of Contract form, in which case the Contract shall be governed by and interpreted in accordance with Scots Law.

24. Disputes

24.1 The Parties shall attempt to resolve any dispute or claim arising out of or relating to this Contract through negotiations between the respective representatives of the Parties, who have authority to settle the same.

24.2 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. The arbitration shall be governed by the Arbitration Act 1996. The seat of arbitration shall be England and Wales.

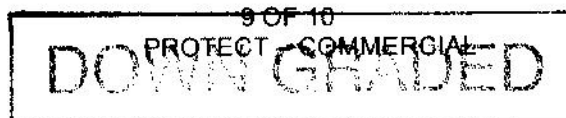
24.3 For the avoidance of doubt it is agreed between the Parties that the arbitration process and anything said, done or produced in or in relation to the arbitration process (including any awards) shall be confidential as between the Parties, except as may be lawfully required in judicial proceedings 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 Parties to the arbitration.

SCHEDULE 2 - SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall apply:

- a. Under the Contract the Authority shall provide to the Client:
 1. **Project Officer:** A Project Officer (as detailed at Schedule 3) or their nominated deputy to co-ordinate and act as a liaison officer/advisor.
 2. **Manpower and Equipment:** The following Authority Personnel will be made available to the Client to undertake the activities as described in the Programme of Events at Schedule 4:
 - a. 7 piece fanfare team from the Central Band of the RAF.
 - b. 8 Personnel from the Royal Marines Commando Abseiling TroopAny requirement for additional Authority Personnel shall be submitted in writing to the Project Officer and shall only be permitted where a formal written amendment to Contract has been agreed in advance.
 3. **Photographing & Filming:** The Client and their Representatives shall be permitted to photograph and film the Launch for the purposes of promoting and advertising the British Military Tournament 2013 only.
 4. **Commercial Officer:** A Commercial Officer to negotiate and support the Commercial relationship between all Parties in the Contract.
- b. Under the Contract the Client shall provide to the Authority:
 1. **Programme of Events:** Included at Schedule 4, as agreed with the Authority. Any proposed amendments must be agreed by the Authority and added by Contract amendment.
 2. **Payment:** Payment for the Services provided under this contract as detailed in the Contact Key Document.
 3. **Accommodation:** Overnight accommodation for 8 RM personnel on 04 September 2013
 4. **Transport:** Transport to and from the event for all personnel for Recce visits, practice and event day.
 5. **Subsistence:** Food and drink for personnel whilst away from their duty stations, to include a minimum of 1 evening meal per person on 04 September 2013 and 1 breakfast per person on 05 September 2013
- c. **Ethos:** Acceptance that 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.
- d. The following **Exclusions** shall apply to this Contract:
 1. Filming for commercial purposes other than promoting and advertising the British Military Tournament 2013.

RM029/13



SCHEDULE 3 - POINTS OF CONTACT

<p><u>Authority Project Officer:</u></p> <p>[REDACTED] HQ London District Horse Guards Whitehall London SW1A 2AX</p> <p>Tel: [REDACTED] E-Mail: [REDACTED]@mod.uk</p>	<p><u>Client Point of Contact:</u></p> <p>Mr Robin Bacon Tournament Trading Company Mountbarrow House 6-20 Elizabeth Street London SW1W 9RB</p> <p>Tel: [REDACTED] Mobile: [REDACTED] Fax: [REDACTED] Email: rbacon@soldierscharity.org</p>
<p><u>Authority Commercial Officer:</u></p> <p>[REDACTED] Room 302 Building 1/080 Jago Road HMNB Portsmouth Hampshire PO1 3LU</p> <p>Tel: [REDACTED] Fax: [REDACTED] E-Mail: [REDACTED]@mod.uk</p>	

SCHEDULE 4 – PROGRAMME OF EVENTS

British Military Tournament Launch Schedule

Timings:

Wednesday 4 September

Set up Royal Marine Abseil Timings TBC

Thursday 5 September

7:45am	Personnel arrive at Earls Court to dress in uniforms and prepare for media call
7:50am	Set-up (to take approximately 30 minutes)
9.00am	6 x Royal Marine Commando personnel to abseil down the front of Earls Court
9.10am	7 x RAF Central Band personnel to pose for photographs in forecourt
10.00am	Clear

Invited Media:

Media invited will include the following:

- Photographers from key agencies including Getty, Press Association, Rex, Associated Press
- Photographers from national newspapers and Evening Standard
- Television crews: BBC London, BBC National, ITV London Tonight, BFBS, Channel 5 News, APTN, PA TV, Sky News, Getty TV
- Radio crews: BBC London 94.9, LBC, Global, Entertainment News, Garrison FM
- Print: military editors of national newspapers, military trade titles, event trade titles