

PROTECT - COMMERCIAL  
DOWN GRADED



Commercial Officer Wider Markets  
Defence Equipment and Support  
Commercial Branch (Wider Markets)  
IDL 437 Marlborough Lines  
Monxton Road  
Andover  
SP11 8HT



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

ABF The Soldiers' Charity  
Mountbarrow House  
6-20 Elizabeth Street  
London  
SW1W 9RB

Our Reference: WM/9096

Date: 11 September 2012

FAO: Brigadier Robin Bacon

Dear Brigadier Bacon,

**OFFER OF CONTRACT NO WM/9096 VERSION 1 – AUTHORITY SUPPORT TO ABF THE SOLDIERS' CHARITY FOR THE LAUNCH OF THE BRITISH MILITARY TOURNAMENT TO BE HELD AT THE OUTDOOR RIDING MENAGE, ROYAL PARKS ON 12 SEPTEMBER 2012.**

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 11 September 2012.**

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,

**[Original Signed]**

~~XXXXXXXXXXXXXXXXXXXX~~

Commercial Officer  
For Head of Commercial (Commands and Centre)

**Acceptance of Offer of Contract Form**

**Contract Ref Number:** WM/9096

**Date:** 11 September 2012

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 Version 1 as e-mailed to us on 11 September 2012. 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)</p>  <p>Signature constitutes acceptance of the Ministry's offer, thereby creating a legally binding Contract</p>	<p>Dated this ..... day of ..... (month) ..... (year)</p>
<p>In the capacity of:</p> <p>(eg Director, Manager, Secretary etc.)</p>	<p>Address:</p>
<p>Duly authorised to sign Contracts for and on behalf of (Company name where applicable):</p>	<p>Telephone:</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:** ~~.....~~ Army Headquarters, Wider Markets Team, IDL 437 Marlborough Lines, Monxton Road, Andover, SP11 8HT

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Contract No: WM/9096

For

AUTHORITY SUPPORT (MANPOWER, FACILITIES AND INFRASTRUCTURE) TO ABF  
THE SOLDIERS CHARITY FOR THE LAUNCH OF THE BRITISH MILITARY  
TOURNAMENT TO BE HELD AT THE OUTDOOR RIDING MENAGE AND INDOOR  
RIDING SCHOOL, ROYAL PARKS ON 12 SEPTEMBER 2012.

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

**CONTRACT KEY DOCUMENT**

**THIS CONTRACT** is made on the ELEVENTH day of SEPTEMBER 2012

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 ██████████, Land Forces Resources Commercial, Wider Markets Team, IDL 437, Ramillies Building (400), Marlborough Lines, Monxton Road, Andover, Hants SP11 8HT as the Commercial Officer, or their nominated deputy; and

(2) **ABF THE SOLDIERS' CHARITY** (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 The Outdoor Riding Ménage, Royal Parks, 12 September 2012.

(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 £1467.69 (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 12<sup>th</sup> September 2012.

# 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 of the following documents: offer letter, acceptance proforma and Contract key document including all schedules;
- 1.1.3 'Contract Price' is the consideration agreed value in pounds sterling, or a different or additional currency where specified, as detailed in the Contract;
- 1.1.4 'The Commercial Officer' means the Commercial Officer, detailed in Schedule 3 Points of Contact, or their nominated deputy, empowered to negotiate and conclude amendments to the Contract on behalf of the Authority;
- 1.1.5 'Crown Copyright' shall mean any Intellectual Property material owned by the Crown;
- 1.1.6 'Establishment' shall mean the premises belonging to the Authority as detailed in the Contract key document;
- 1.1.7 'Exigency 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. In accepting this Contract the Client acknowledges and accepts that military duties take precedence over the Contract. Exigencies shall include, but shall not be limited to: death of a monarch or member of the Royal Family, exigent military activity, civilian disaster requiring military assistance and Government directive.
- 1.1.8 '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 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, registered designs, copyright, design rights, unregistered trade-marks, know-how and confidential information;
- 1.1.10 'Material Breach' means a fundamental breach or breaches of a Contract term or terms which are at 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 substantially any aspect 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, invitees, 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, recitals and to schedules are to clauses and sub-clauses of, and recitals and schedules 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 orders, regulations, instruments or other subordinate legislation made under the relevant statute.
- 1.5 References in this Contract to a person or persons shall include bodies corporate, unincorporated association and partnerships.

## 2. Contract Prices and Payment Terms

- 2.1 The Client shall pay to the Authority the Contract Price(s) for the Services defined in the Contract. The Authority will arrange for an invoice to be raised via the Authority's Billing organisation DGFMS SSC at: Liverpool, UK, following Contract acceptance. 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 the 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 agreed and detailed in this Contract shall be charged at an additional cost. A further invoice will be raised to cover these costs where necessary.
- 2.4 Late Payment of Commercial Debts: 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 Act'), the interest provided for by this condition is a contractual remedy and is not statutory interest. Therefore, to the extent permissible by law, the provisions of the Act 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 calculated utilizing the prevailing rate of statutory interest (as defined in the Act) on the Due Date, may be claimed by the Authority on the value of all valid claims for payment (or unpaid parts thereof);
- 2.4.2 No interest shall be payable for any period of delay attributable to the conduct of the Authority;
- 2.4.3 All claims for interest made pursuant to this condition shall be notified in writing to the Client and any interest pursuant to this condition shall not form a part of the Contract Price and, as a remedy for late payment, shall not be 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 condition or Contract to be, void, invalid, unlawful or unenforceable, such term shall, to that extent, be omitted from this condition 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 under any other contract with the Authority, or with any government department (including any executive agencies thereof).
- 3.2 The Authority shall at no time shall 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 any task that has not been agreed with the Authority under the terms of this Contract;
- 4.1.2 not be used for any publicity nor their details used for any of the Client's publicity;
- 4.1.3 not be publicly named or otherwise identified by unit name, individual name or by rank/position;
- 4.1.4 not be asked to comment on any matter appertaining to the Authority other than 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 until the date detailed in the Contract key document or until full and final payment has been made to the Authority by the Client save for the provisions of conditions 7, 9, 11, 15 and 24 which shall subsist beyond the date of termination.

## 6. Work Performed on Authority Premises

- 6.1 The Client shall ensure that when entering the Establishment he complies with all Ministry of Defence and other such bylaws, regulations, instructions or standing orders which are applicable to his presence on the Establishment; these shall be available from the Project Officer on demand.

## 7. Safety, Security & Sustainability

- 7.1 Both Parties shall comply with the Health & Safety at Work Act 1974 and all relevant legislation in connection with this Contract
- 7.2 The Authority reserves the right to terminate the Contract with immediate effect if in its reasonable opinion the Client is in breach of statutory health and safety regulations on any matter relating to this Contract. The Authority will not be liable for any costs incurred by the Client arising from such termination. If the Authority exercises its rights under this condition the Client will receive immediate verbal notification by the Authority and will receive confirmatory written notification within 3 working days of such determination.
- 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 give written notice to the Authority.
- 7.4 Notwithstanding the provisions of Clause 7.3 the Client shall notify the Authority immediately if it becomes aware of any health and safety hazard that relates to Services under to this Contract. Such hazards shall include, but not be limited to injury, disease or dangerous occurrence to the Client or their Representatives which requires reporting under the Reporting of Injuries, Disease and Dangerous Occurrences Regulations 1985
- 7.5 It is not expected that any aspect of this Contract will require a security classification. In the event that such a situation should arise the Project Officer will discuss this with the Client. Where a security classification is required, the Authority's security provisions shall apply together with those of the UK Official Secrets Act 1911 to 1989 and any subsequent revisions. The Client shall take all reasonable steps to ensure that where its Representatives are operating in conjunction with this Contract, they are provided with notice of the security provisions that apply to them in respect of the delivery of Services under this 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 Environment Act 1995 and all other relevant statutory provisions and any additional requirements arising from international treaties and protocols to which the UK is a signatory.
- 7.7 The Client shall indemnify the Authority against any claim, remedy or damages which may result from claims arising from any breach of environmental regulations save where such claim is due to the Authority's breach of such regulations.
- 7.8 If the Contract involves the creation of or use of harmful substances or chemicals, the Client must provide to the Authority an Environmental Impact Statement and, if applicable, risk assessments prior to the provision of any service to be provided by the Authority.

## 8. Corrupt Gifts and Payments of Commission

- 8.1 The Client shall not do (and warrants that in relation to this Contract it has not done) 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 or reward for:
- doing or not doing (or for having done or not having done) any act in relation to the obtaining or execution of this Contract or any other contract with the Crown; or
- (ii) showing or not showing favour or disfavour to any person in relation to this Contract or any other contract with the Authority
- 8.1.2 Enter into this Contract or any other contract with the Authority in connection with which commission has been paid by him or on his behalf, or to his knowledge, unless, before the contract is made, full particulars of any such commission and all terms and conditions of any such contract for the payment thereof have been disclosed in writing to the Authority.
- 8.2 Any breach of this condition or the commission of any offence under the Anti-Terrorism, Crime and Security Act 2001 and the Prevention of Corruption Act 1889 - 1916 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 entitle the Authority, without prejudice to any other rights or remedies of the Authority under general law:
- 8.2.1 to recover from the Client the amount or value of any such gift, consideration or commission.
- 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 condition, whether or not the Contract has been terminated.
- 8.3 Recovery action taken against any person in the service of the Authority shall be without prejudice to any recovery action taken against the Client pursuant to this condition.

## 9. Warranties and Indemnities

- 9.1 The Service shall be provided only in accordance with these 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 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.
- 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 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.
- 9.4 The Authority shall accept no liability whatsoever in respect of any loss or damage to the Client's property or injury or death to its Representatives or Customers 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.
- 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 to any property or to any person arising out of the exercise of the rights herein authorised in the amount of not less than £5,000,000.00 (five million pounds) per incident and unlimited as to the total number of incidents it covers. The Client shall forward to the Authority's Wider Markets team point of contact, in advance of the activity the policy or policies or premium receipts in respect of such insurances.
- 9.6 The Client shall ensure that the Authority is indemnified against any and all loss, damage, liability costs and expenses arising out of any claims which may be made by a Third Party as a result of any infringement of a Third Party's IPR resulting from the use of materials, 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 this Contract, each Party agrees to provide full details to the other Party at the earliest opportunity and may not settle any matter without first consulting with the other.



10.2 No settlement shall be made by one Party to the claim of any Third Party for the other Party unless agreed in writing by the other Party.

10.3 Either Party may institute legal proceedings against a Third Party who has infringed their rights. Joint proceedings by both Parties will be subject to the prior written agreement of the Parties, such agreement to include arrangements for the legal process, apportionment of costs and the allocation of damages.

#### 11 Disclosure of Information

11.1 Subject to sub-clauses 11.4, 11.5 and 11.6 of this condition, each Party:

11.1.1 shall treat in confidence 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 otherwise than 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 exercising its rights of use and disclosure under the Contract

11.2 The Client shall take all reasonable precautions necessary to ensure that all information disclosed to the Client by or on behalf of the Authority under or in connection with the Contract

11.2.1 is disclosed to its employees and sub-contractors, only to the extent necessary for the performance of the Contract;

11.2.2 is treated in confidence by them and not disclosed except with prior written consent or used otherwise than for the purpose of performing work or having work performed for the Authority under the Contract or any sub-contract under it.

11.3 The Client shall ensure that his employees are aware of his arrangements for discharging the obligations within this condition, before they receive information and take such steps as may be reasonably practical to enforce such arrangements.

11.4 Sub-clauses 11.1 and 11.2 of this condition shall not apply to any information to the extent that either Party:

11.4.1 exercises rights of use or disclosure granted otherwise than in consequence of, or under, the Contract;

11.4.2 has the right to use or disclose the information in accordance with other conditions of the Contract; or

11.4.3 can show:

(i) 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;

(ii) that the information was already known to it (without restrictions on disclosure or use) prior to it receiving it under or in connection with the Contract;

(iii) that the information was received without the restriction on further disclosure from a third party who lawfully acquired it and who is himself under no obligation restricting its disclosure; or

(iv) 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.

11.5 Neither Party shall be in breach 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.

11.6 Nothing in this condition shall affect the Parties' obligations of confidentiality where information is disclosed orally in confidence.

11.7 The Client's attention shall be drawn to the Data Protection Act 1998. Both Parties warrant that they will observe all their obligations under the Data Protection Act, which arise in connection with the Contract.

11.8 Neither the Authority nor the Client shall make use of the other's name, or 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 checking of all releases to the media should be sought from the Project Officer.

11.9 The Authority shall not be in breach of the Contract where it can show that any disclosure of information is made solely and to the extent necessary to comply with the Freedom of Information Act 2000 ("the Act") or the Environmental Information Regulations 2004 ("the Regulations"). To the extent permitted by the time for compliance under the Act or the Regulations, the Authority shall consult the Client where the Authority is considering the disclosure of information under the Act or the Regulations and, in any event, shall provide prior notification to the Contractor of any decision to disclose the information. The Client acknowledges and accepts that its representations on disclosure during consultation may not be determinative and that the decision whether to disclose information in order to 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.

11.10 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 take effect unless and until accepted in writing by an authorised representative of the Authority, namely the Commercial Officer. 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 Commercial Officer detailed in Schedule 3 and the Client. Any amendments offered by the Authority must be accepted by the Client in writing before they come into force.

#### 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 for the duration of such Force Majeure;

13.2 If either Party becomes aware of Force Majeure which gives rise to, or is likely to give rise to any failure or delay on its part as described in this condition it shall immediately notify the other by the most expeditious method then available and shall inform the other of the period for which it is estimated that such failure or delay shall continue. However, if such Force Majeure prevents either Party from performing its material obligations under the Contract subject to a period detailed in the special conditions either Party may terminate the Contract with immediate effect by notice in writing.

13.3 For the purpose of this Contract, Force Majeure events shall include but not be limited to:

13.3.1 any Act of God, war, hostilities, suspected or actual terrorist attacks, national strike, fuel strike, fire, flood, explosion, accident, notifiable disease, civil disturbance, adverse weather conditions or emergency;

13.3.2 an Exigency of the Service, requiring the Authority to withdraw the provision of the Service(s) to the Client either for a temporary or permanent period.

13.4 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 condition 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 any other right or remedy which may have accrued or may arise, the Authority may terminate the Contract immediately by giving written notice to the Client if:

14.1.1 An agreement has been reached with creditors by the Client due to its failure or inability to pay its debts as they fall due; or

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 Authority of the same.

14.1.3 The Client has committed a Material Breach of its obligations under this Contract, unless the Client rectifies the breach, insofar as is rectifiable within 14 days of receipt of written notice from the Authority;

14.1.4 The Client goes into Administration, voluntary or involuntary liquidation.

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/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; 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 If the Client or any of its Representatives breach(es) the security and conduct provisions of this 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 This 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. On termination of this Contract howsoever arising the Client shall return promptly to the Authority all 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 repatriation in the event of Exigency of the Service being invoked. In the event of such withdrawal no charges will be claimable 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 i.e. the use of any cap badges or logograms is subject to a Directorate of Intellectual Property Rights (DIPR) Licence Agreement being obtained which will involve payment of the applicable Licence 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 provision the effect of which is as close as possible to the intended effect of the invalid, illegal or unenforceable provision.

#### 17 Waiver

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

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 similar right or remedy.

#### 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 officer; 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 prepaid post (or 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 first-class prepaid post (or airmail, if appropriate), on the third business day (or on the tenth business day, in the case of airmail) after the day of posting;

18.3.3 if sent by facsimile, telex or other electronic means;

(i) 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 from the receiving instrument; or

(ii) 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 letter of offer covering the Contract (see also Schedule 3) by pre-paid recorded delivery, registered post, or facsimile

#### 19 Headings

19.1 In these terms and conditions of Contract the relative ordering of conditions or the placing of information in the schedules or appendices 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 of the Contract as a whole. All cross-references are for immediate and subsequent ease of reference only and are not intended to be either complete or definitive

20. Transfer

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 The 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 or 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 Client.

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 opted for by the Client 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. 16 + 1 RAF Queens Colour Squadron Drill Display Team Personnel
  - b. 2 x HCMR Horses and Riders with jump and trick equipmentAny 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 2012 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. **Access:** Arrangement for access to the Outdoor Riding Ménage, Royal Parks.
4. **Security Clearance:** All information required by HQ London District to arrange security clearances for the Client's Representatives for access to Establishment.

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 2012.

**SCHEDULE 3 - POINTS OF CONTACT**

<p><u>Authority Project Officer:</u></p> <p>[REDACTED]</p> <p>HQ London District Horse Guards Whitehall London SW1A 2AX</p> <p>Civ Tel: [REDACTED] or Mil Tel: [REDACTED] E-Mail: [REDACTED]@mod.uk</p>	<p><u>Client Point of Contact:</u></p> <p>Brigadier Robin Bacon ABF The Soldiers' Charity 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 Budget Manager:</u></p> <p>[REDACTED]</p> <p>HQ London District Horse Guards Whitehall London SW1A 2AX</p> <p>Civ Tel: ([REDACTED] or Mil Tel: [REDACTED] E-Mail: [REDACTED]@mod.uk</p>	<p><u>Wider Markets Team – Key Point of Contact:</u></p> <p>[REDACTED]</p> <p>Commercial Officer Army Headquarters (Wider Markets) IDL 437 Marlborough Lines Monxton Road Andover SP11 8HT</p> <p>Civ Tel: [REDACTED] or Mil Tel: [REDACTED] Civ Fax: [REDACTED] or Mil No: [REDACTED] E-Mail: [REDACTED] [REDACTED]@mod.uk</p>
<p><u>Wider Markets Team - Senior Commercial Officer:</u></p> <p>[REDACTED]</p> <p>Senior Commercial Officer Army Headquarters (Wider Markets) IDL 437 Marlborough Lines Monxton Road Andover SP11 8HT</p> <p>Civ Tel: [REDACTED] or Mil Tel: [REDACTED] Civ Fax: [REDACTED] or Mil No: [REDACTED] E-Mail: [REDACTED] [REDACTED]@mod.uk</p>	

## **SCHEDULE 4 – PROGRAMME OF EVENTS**

### **British Military Tournament Launch Schedule**

#### **Timings:**

Wednesday 12 September

7:45am	LD team arrive on site to set up
7:45am	Participants arrive - to dress in uniforms and prepare for media call
7:50am	White Helmets and HCav set-up (to take approximately 30 minutes)
8:30am	Media arrivals -media guests to meet LD representative on grass area entrance of riding school
8:45am	Media Call - Household Cavalry v. The White Helmets
8:55am	White Helmets and Household Cavalry to clear equipment
9:00am	Media Call - Pipers
9:05am	Queen Colour Squadron
9:15am	Additional staged photo opportunities
9:25am	Broadcast / print interviews with key spokespeople and beneficiary
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

