

**SCHEDULE 13**

**Demobilisation**

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### **Demobilisation**

#### **Part 1**

#### **Planning**

### **1. SUBMISSION OF DEMOBILISATION PLAN**

The Service Provider shall submit a Demobilisation Plan to the Authority for approval in accordance with schedule 21 (*Review Procedure*) no later than whichever of the following dates as shall be appropriate:

- 1.1 twenty four (24) Months prior to the Expiry Date;
- 1.2 twenty (20) Business Days following the service of a termination notice under clause 62.2 (*Termination Notice*);
- 1.3 five (5) Business Days following the service of a termination notice under clause 62.7 (*Voluntary Termination by the Authority*);
- 1.4 ten (10) Business Days following the service of a termination notice under clause 63 (*Termination by the Service Provider*);
- 1.5 ten (10) Business Days following the service of a termination notice under clause 64 (*Termination for Corrupt Gifts and Fraud*);
- 1.6 five (5) Business Days following the service of a termination notice under clause 65 (*Termination following a Force Majeure Event*);
- 1.7 five (5) Business Days following the service of a termination notice under clause 62.10 (*Termination by the Authority for breach of the Refinancing Provisions*);  
or
- 1.8 on such other date as the Authority shall specify (provided that such date shall fall not less than five (5) Business Days after the date of the Authority so specifying).

## **2. CONTENT OF DEMOBILISATION PLAN**

The Demobilisation Plan submitted under paragraph 1 shall:

- 2.1 comply with the Demobilisation Objective;
- 2.2 set out the detailed proposals for dealing with the specific issues set out in paragraph 3 of this part 1 of schedule 13 (*Demobilisation*); and
- 2.3 comply with Good Industry Practice.

## **3. SPECIFIC ISSUES**

The Demobilisation Plan submitted under paragraph 1 of this part 1 of schedule 13 (*Demobilisation*) shall set out the Service Provider's detailed proposals for:

- 3.1 transferring the Service Provider's Specialist Vehicles to the Authority;
- 3.2 transferring the Combined Workforce to the Authority or a Successor Service Provider in accordance with the provisions of clause 57 (*Employment Matters - TUPE*);
- 3.3 transferring Data, records, the Management Information System and any other records, documents and databases to the Authority in accordance with the provisions of this Contract (where applicable);
- 3.4 training of the Authority's employees or Combined Workforce including job-shadowing where appropriate;
- 3.5 provision of on-going support to the Authority for the shorter of a period of six (6) Months and such period as the Authority shall otherwise specify, and for a maximum period of twelve (12) Months following the Termination Date or Expiry Date (as appropriate);
- 3.6 vacating the Depot in accordance with the provisions of the Depot Lease;
- 3.7 vacating the UTC Centre in accordance with the provisions of the UTC Centre Lease and arranging for the transfer of the UTC Equipment to the Authority;
- 3.8 arranging for the Authority to take over the performance of the Authorised Functions;

- 3.9 transferring the Service Provider's Stock to the Authority in accordance with part 2 of this schedule 13 (*Demobilisation*);
- 3.10 transferring the Service Provider's Vehicles to the Authority in accordance with part 2 of this schedule 13 (*Demobilisation*); and
- 3.11 such additional issues as have previously been notified under paragraph 5 of this part 1 of schedule 13 (*Demobilisation*) which are necessary to achieve the Demobilisation Objective.

#### **4. FORMAT**

The Demobilisation Plan shall in respect of each of the detailed proposals listed in paragraph 3 of this part 1 of schedule 13 (*Demobilisation*) set out:

- 4.1 a Gantt chart showing the milestones for the implementation and completion of each of the proposals;
- 4.2 the resources to be deployed by the Service Provider to implement each proposal;
- 4.3 how the satisfactory completion of each of the proposals will be measured; and
- 4.4 the name of the Service Provider Party who will be responsible for each of the proposals;

and in respect of the Service Provider's Stock the Demobilisation Plan shall specify:

- 4.5 the number of units of each category and sub-category of the Service Provider's Stock which the Service Provider has in its possession at the date of the submission of the Demobilisation Plan; and
- 4.6 where such number of units of each category and sub-category of the Service Provider's Stock is fewer than that specified in the Mobilisation Certificate the Service Provider shall in respect of each category or sub-category where there is a deficiency either:
  - 4.6.1 confirm that such deficiency shall be remedied by the Expiry Date or Termination Date such that the number of units of each category and sub-category of the Service Provider's Stock on the Expiry Date or Termination Date is no fewer than that specified in the Mobilisation Certificate; or

4.6.2 demonstrate in a resourcing proposal that notwithstanding such deficiency that the number of items of each category or sub-category of Service Provider's Stock is sufficient for the performance of the Services by the Authority or a Successor Service Provider following the Expiry Date or the Termination Date and if the Authority shall disagree with the Service Provider's resourcing proposal it may refer such matter to Dispute Resolution.

## **5. ADDITIONAL ISSUES**

The Authority may at any time not less than three (3) Business Days prior to the date that a Demobilisation Plan is due under paragraph 1 of this part 1 of schedule 13 (*Demobilisation*) (except in the case of paragraph 1.1 of this part 1 of schedule 13 (*Demobilisation*) when it shall be one (1) Month) issue a notice in writing to the Service Provider requiring that any Demobilisation Plan submitted shall address such additional issues as the Authority may specify which in its reasonable opinion are necessary in order to achieve the Demobilisation Objective.

## **6. LIAISON**

6.1 The Authority's Representative and the Service Provider's Representative shall meet at regular intervals of no less than:

6.1.1 once a month where the Demobilisation Plan is submitted pursuant to paragraph 1.1 of this part 1 of schedule 13 (*Demobilisation*); or

6.1.2 as frequently as the Authority (acting reasonably) shall specify where the Demobilisation Plan is submitted pursuant to any of paragraphs 1.2 to 1.7 (inclusive) of this part 1 of schedule 13 (*Demobilisation*);

to review the implementation and delivery of the Demobilisation Plan.

6.2 The Service Provider shall ensure that the Authority is able to have daily contact with the persons named under paragraph 4.4 of this part 1 of schedule 13 (*Demobilisation*) during the final three (3) Months prior to the Expiry Date (where the Demobilisation Plan is submitted pursuant to paragraph 1.1 of this part 1 of schedule 13 (*Demobilisation*)) or during the period between submission of the Demobilisation Plan and the Termination Date (where the Demobilisation Plan is submitted pursuant

to any of paragraphs 1.2 to 1.7 (inclusive) of this part 1 of schedule 13 (*Demobilisation*)).

## **7. DUTY TO CO-OPERATE**

During the final twenty four (24) Months of the Contract Term (where this expires by effluxion of time) or during the period of any Termination Notice of this Contract, and in either case for a reasonable period thereafter, the Service Provider shall co-operate fully with the transfer of responsibility for the Services (or any part of the Services) to the Authority or any Successor Service Provider of such services the same or similar to the Services, and for the purposes of this paragraph 7 of this part 1 of schedule 13 (*Demobilisation*) the meaning of the term "co-operate" shall include:

- 7.1 liaising with the Authority and/or any Successor Service Provider, and providing reasonable assistance and advice concerning the Services and their transfer to the Authority or to such Successor Service Provider;
- 7.2 allowing any Successor Service Provider access (at reasonable times and on reasonable notice) to the Project Facilities from which the Services are provided but not so as to interfere with or impede the provision of the Services;
- 7.3 providing to the Authority and/or to any Successor Service Provider all and any information concerning the Services which is reasonably required for the efficient transfer of responsibility for performance of the Services (excluding Commercially Sensitive Information which the Service Provider shall not be obligated to provide except where it is information referred to in clause 57 (*Employment Matters - TUPE*)); and
- 7.4 transferring its rights, title and interest in and to the Project Assets and/or Assets to the Successor Service Provider or the Authority with effect on and from the Expiry Date.

## SCHEDULE 13

### Demobilisation

#### Part 2

### Implementation

## 1. SERVICE PROVIDER'S STOCK

### 1.1 Quantity

On the Expiry Date or the Termination Date (whichever is the earlier), the Service Provider shall sell and the Authority shall purchase such items of Services Provider's Stock as the Service Provider shall have in its possession on such date provided that:

- 1.1.1 subject to paragraph 1.1.2 of part 2 of schedule 13 (*Demobilisation*) if the Service Provider shall issue a confirmation under paragraph 4.6.1 of part 1 of schedule 13 (*Demobilisation*) then in respect of all of the categories or sub-categories of the Service Provider's Stock specified in such confirmation the Service Provider shall sell and the Authority shall purchase the number of units of each category and sub-category of the Service Provider's Stock specified in the Mobilisation Certificate;
- 1.1.2 the Authority may at any time by written notice to the Service Provider following the submission of a Demobilisation Plan require that the Service Provider shall not acquire any more of a particular unit of Service Provider's Stock and the Service Provider shall comply with such requirement; and
- 1.1.3 the Authority shall not be required to purchase more units of any Service Provider's Stock than the Service Provider purchased (as Stock) from the Authority as specified in the Mobilisation Certificate.

### 1.2 Price

- 1.2.1 The price payable by the Authority for the Depot Stock and the Sign Shop Stock shall be the

[REDACTED]

in accordance with paragraphs 3.2.3 or 3.2.4 of part 3 of schedule 12 (*Mobilisation*) respectively.

1.2.2 The price payable by the Authority for [REDACTED]  
[REDACTED]  
[REDACTED]

### **1.3 Payment**

The Authority shall pay the price of the Service Provider's Stock calculated in accordance with paragraph 1.2 (*Price*) of this part 2 of schedule 13 (*Demobilisation*) as an addition to the final Monthly Payment.

### **1.4 Delivery**

Delivery of the Service Provider's Stock shall be made by the Authority taking possession of the Service Provider's Stock at the Depot on the Expiry Date or Termination Date (as appropriate) except in respect of the UTC Equipment in which case delivery of the UTC Equipment shall be made by the Authority taking possession of the UTC Equipment at the UTC Centre on the Expiry Date or the Termination Date (as appropriate).

### **1.5 Risk**

Risk of damage to or loss of the Service Provider's Stock shall pass to the Authority on delivery.

### **1.6 Title**

The property in the Service Provider's Stock shall pass to the Authority upon the Authority making the final Monthly Payment to the Service Provider.

### **1.7 Warranty**

The Service Provider shall assign to the Authority the benefit of all warranties in respect of the Service Provider's Stock on the delivery of the Service Provider's Stock in accordance with paragraph 1.4 (*Delivery*) of this part 2 of schedule 13 (*Demobilisation*).



## 2. VEHICLES

### 2.1 Quantity

On the Expiry Date or the Termination Date (whichever is the earlier), the Service Provider shall sell and the Authority shall purchase the Service Provider's Vehicles provided that:

- 2.1.1 the Authority shall not be required to purchase any Service Provider's Vehicles that do not have a useful life of not less than two (2) years at the Expiry Date or Termination Date (as appropriate);
- 2.1.2 the Authority shall not be required to purchase more of any type of Service Provider's Vehicle than the Service Provider purchased from the Authority as specified in the Mobilisation Certificate, and where the Service Provider has more of a particular type of Service Provider's Vehicle than the Authority is required to purchase, the Service Provider shall sell to the Authority such Service Provider's Vehicles as shall be selected by the Authority; and
- 2.1.3 the Service Provider's Vehicles that the Authority may purchase include placed but unfulfilled orders for replacement vehicles for Service Provider's Vehicles where the Contract is terminating other than on the Expiry Date;

and the Service Provider's Vehicles to be purchased by the Authority in accordance with this paragraph 2.1 (*Quantity*) of part 2 of schedule 13 (*Demobilisation*) shall collectively be referred to as the "**Selected Vehicles**".

### 2.2 Price

- 2.2.1 The price of the Selected Vehicles shall be the total price paid by the Service Provider for the acquisition of the Selected Vehicles adjusted by a fraction where the denominator is the total life of the Selected Vehicle in whole years and the numerator is the number of useful years remaining in whole years for such vehicle.
- 2.2.2 The parties shall agree the denominator and numerator having regard to manufacturer's recommendations.

2.2.3 Any dispute between the parties arising pursuant to this paragraph 2.2 of part 2 of schedule 13 (*Demobilisation*) shall be referred to Dispute Resolution.

**2.3 Payment**

The Authority shall pay the price of the Selected Vehicles as an addition to the final Monthly Payment.

**2.4 Delivery**

Delivery of the Selected Vehicles shall be made by the Authority taking possession of the Selected Vehicles at the Depot on the Expiry Date or Termination Date (as appropriate).

**2.5 Risk**

Risk of damage to or loss of the Selected Vehicles shall pass to the Authority on delivery and following such delivery the Authority shall be responsible for insuring such Selected Vehicles but shall be under no obligation to take out and maintain such insurance.

**2.6 Title**

The property in the Selected Vehicles shall pass to the Authority upon the Authority making the final Monthly Payment (including the additional payment to be made by the Authority in relation to the Selected Vehicles pursuant to paragraph 2.3 (*Payment*) of this part 2 of Schedule 13 (*Demobilisation*) to the Service Provider.

**2.7 Warranty**

The Service Provider shall assign to the Authority the benefit of all warranties in respect of the Selected Vehicles which can be assigned on the delivery of the Selected Vehicles under paragraph 2.4 (*Delivery*) of this part 2 of schedule 13 (*Demobilisation*).

**3 DEMOBILISATION PLAN**

Without prejudice to the provisions of paragraphs 1 (*Service Provider's Stock*) and 2 (*Vehicles*) of this part 2 of schedule 13 (*Demobilisation*), the Service Provider shall

implement any Demobilisation Plan agreed pursuant to the provisions of this schedule 13 (*Demobilisation*) in accordance with the terms of such agreed Demobilisation Plan (and for the avoidance of doubt this obligation shall survive termination of this Contract).

