

ISLE OF WIGHT COUNCIL - HIGHWAYS PFI

SCHEDULE 12 - DEMOBILISATION

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Demobilisation

1. Demobilisation Plan

1.1 No later than the earlier of:

1.1.1 twenty four (24) Months prior to the Expiry Date, and

1.1.2 as soon as is reasonably practicable (and in any event within fifteen (15) Business Days) following the date of service of a Termination Notice prior to any date of termination as determined pursuant to clause 73.1 (*Termination of the Contract*) in respect of events other than expiry of this Contract,

the Service Provider shall submit the Demobilisation Plan for approval by the Authority pursuant to the Review Procedure, such Demobilisation Plan to comply with the requirements set out in paragraph 1.2 below.

1.2 The Demobilisation Plan shall include plans and details to ensure the ability of the Authority or any Successor Service Provider to resume provision of activities equivalent to the Services in a seamless manner, in sufficient detail to be implemented without ambiguity or inconsistency, including details as to:

1.2.1 subject to clause 79 (*Other Consequences of Termination or Expiry*) and clause 80 (Compensation on Termination), a practical plan for the legal and physical transfer of all Assets including the Principal Depot, and all Satellite Depots to the Authority, including identification of any issues affecting any such Assets and any warranties to be given or the benefit of which is to be transferred by the Service Provider in respect of such Assets;

1.2.2 identification of any assets, including any land or buildings, equipment, spare parts, tools, stocks, consumables, materials and vehicles owned or leased by the Service Provider or any Service Provider Party which do not constitute Assets and therefore shall not transfer automatically to the Authority but which have been used in the provision of the Services by the Service Provider or any Service Provider Party (including identification of any issues affecting any such assets), together with:

- 1.2.2.1 a process to be followed by the Parties to value such assets in the event that the Authority wishes to purchase any such assets; and
- 1.2.2.2 a process for transfer of legal and practical ownership to the Authority of such assets should the Authority purchase such assets, including details of warranties to be given or the benefit of which is to be transferred in respect of such assets;
- 1.2.3 a process for the legal and physical transfer of all electronic data and records that are to transfer to the Authority, including all data comprised within the Management Information System;
- 1.2.4 a process for the practical transfer of all Returning Employees to the Authority, including ensuring that all Returning Employees are sufficiently trained in order to perform required activities equivalent to the Services being provided by the relevant Returning Employee at the time of termination or expiry that the Authority or any successor contractor will require; and
- 1.2.5 any additional issues that the Authority may notify the Service Provider of (acting reasonably),

and such Demobilisation Plan shall also comply with Good Industry Practice and shall ensure the ability of the Authority to comply with all relevant Legislation and Highway Standards upon resumption of the activities equivalent to the Services.

2. Obligation of the Service Provider

- 2.1 The Service Provider shall provide access to the Authority or any Authority Party to:
 - 2.1.1 any of the Work Sites for the purposes of verifying any matter relating to the Demobilisation Plan and carrying out any assessment, valuation, test or inspection to any of the Assets and/or the assets to be transferred to the Authority; and
 - 2.1.2 any of the Returning Employees for the purposes of providing any training or giving or obtaining any information as the Authority requires (acting reasonably).

- 2.2 The Service Provider shall be required to transfer the benefit of any warranties which exist in relation to any of the Assets and/or the assets which are to be transferred to the Authority or to offer appropriate warranties itself in relation to such Assets and/or assets.

3. Liaison and Cooperation

- 3.1 The Service Provider shall ensure that, so far as is reasonably practicable, it shall liaise with the Authority prior to and during the preparation of the Demobilisation Plan, and shall thereafter be subject to a duty of cooperation in relation to the transfer of responsibility of the activities equivalent to the Services to the Authority, which duty of cooperation shall include:

3.1.1 the provision of on-going support by the Service Provider to the Authority in the form of such meetings, data, documents, records and site visits as the Authority shall require (acting reasonably); and

3.1.2 the appointment of any expert in order to determine any matter arising, including valuation of any assets, as the Authority shall require (acting reasonably); and

3.1.3 any other cooperation as the Authority shall require (acting reasonably),

for such period as the Authority shall require (acting reasonably), which may extend beyond the Expiry Date or Termination Date (as appropriate).

4. Implementation of the Demobilisation Plan

- 4.1 Upon agreement of the Demobilisation Plan or the Termination Date or the Expiry Date (whichever is the earlier) the Parties shall comply with their respective obligations in the Demobilisation Plan and:

4.1.1 title in the Assets and any other assets to be purchased by the Authority shall transfer to the Authority in accordance with the Demobilisation Plan;

4.1.2 the Authority shall pay any such sums as agreed with the Service Provider for any purchased assets in the manner agreed in the Demobilisation Plan;

- 4.1.3 the Assets and any other assets to be purchased by the Authority shall be transferred into legal and physical ownership of the Authority in the manner agreed in the Demobilisation Plan;
- 4.1.4 the Parties shall execute all documents as shall be required to effect any transaction identified in the Demobilisation Plan; and
- 4.1.5 the Service Provider shall give or transfer the benefit of any warranties relating to assets to be purchased by the Authority and/or Assets as shall have been agreed in the Demobilisation Plan.

The following items reflect the Assets that will be transferred to the Authority on the Termination Date or Expiry Date:

Accommodation

5. Daish Way Depot
- Office
 - Control Room and associated infrastructure
 - Visitor Centre
 - Mess Facilities
 - Storage Buildings
 - Fuel Pumps
 - Material Bays
 - Emergency Stores
6. Stag Lane Depot
- Office/Welfare facilities
 - Salt Barn
 - Salt Saturator
 - Fuel Pumps
 - Vehicle Wash down Facilities
 - Weighbridge
 - Material Bays
 - Emergency Stores

7. Ryde Depot
 - Office/Welfare facilities
 - Material Bays
 - Emergency Stores

Vehicles and Equipment

8. Street Cleansing sweeper fleet
9. Winter Maintenance fleet

The Service Provider will also ensure that all contract hire agreements can be novated, if required, to the Authority for the smaller fleet.

10. Materials
 - Materials purchased for use on Routine Maintenance works and Winter Service activities