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DATED 17th February 2012

- (1) SIERRA LEONE AIRPORTS AUTHORITY
- (2) WESTMINSTER AVIATION SECURITY SERVICES LIMITED

PROVISION OF AIRPORT SECURITY
SERVICES TO SIERRA LEONE
AIRPORTS AUTHORITY

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THIS AGREEMENT is dated

17th February

2012

BETWEEN:

- (1) **SIERRA LEONE AIRPORTS AUTHORITY** a body corporate established by the Airports Authority Act, ACT NO. 8 of 1988 whose registered office is located at No. 15 Rawdon Street, Freetown, Sierra Leone, and acts under the oversight and mandate of the National Commission for Privatisation in accordance with the National Commission for Privatisation Act, 2002 of Sierra Leone (the "SLAA").
- (2) **WESTMINSTER AVIATION SECURITY SERVICES LIMITED** incorporated and registered in England and Wales with company number 04030072 and a wholly owned subsidiary of **WESTMINSTER INTERNATIONAL LTD** whose registered office is at Westminster House, Blacklocks Hill, Banbury, Oxfordshire, OX17 2BS, United Kingdom ("**Westminster**");

WHEREAS:

- A. SLAA is responsible for the administration and operation of the Freetown International Airport (FNA) including the security services at the Airport.
- B. SLAA wishes to ensure that there is in place an adequate and first-rate airport security operation which meets agreed international standards.
- C. SLAA has decided to outsource the above security services to a third party and undertook a competitive tender on the 26th August 2011 to find an appropriate provider.
- D. On 18th November 2011, as a result of the competitive bid process referred to above Westminster emerged as the successful bidder and has been awarded the contract for the provision of certain security services at the Airport on the terms and conditions set out below.
- E. For the purposes of the Agreement, the Westminster has formed Westminster Sierra Leone, as a special purpose company and has registered it in Sierra Leone;
- F. Westminster has agreed to provide the Services on the terms set out below.
- G. The parties agree that the regulator of this Agreement will be the Sierra Leone Civil Aviation Authority (the "SLCAA") and its components.

AGREED TERMS:

1. Interpretation

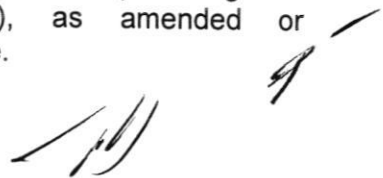
- 1.1. The definitions and rules of interpretation in this clause apply in this Agreement.

Act of Terrorism

any act including, but not limited to, the use or threat of force or violence of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes, including the intention to influence any government and/or to put the public, or any section of the public, in fear;

Agreement

means this Security Agreement (including all Schedules attached hereto), as amended or supplemented from time to time.



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Airlines	the various airline carriers (whether domestic or international and whether private charter or otherwise) who use FNA for the transport of Passengers at any time during the duration of this Agreement.
Airline Agreements	the agreements between SLAA and the Airlines in respect of their operations at FNA.
Airline Fees	all fees paid by the Airlines to the SLAA pursuant to the Airline Agreements.
Applicable Law	means any law including any law, statute, order, decree, injunction, license, permit, consent, approval, agreement or regulation of any Governmental Authority having jurisdiction over the matter in question, or other legislative or administrative action of a Governmental Authority, or a final decree, judgment or order of a court which relates to the Airport, the Operations or the interpretation or application of this Agreement, as the case may be, including without limitation the Act.
Biological or Chemical Contamination	contamination, poisoning, or prevention and/or limitation of use of objects due to the effects of biological or chemical substances;
Cargo and/or Freight	Import Cargo/Freight and/or Export Cargo/Freight as the case may be.
Commencement Date	1 May 2012.
Current Equipment	the equipment and/or fixed assets used by or on behalf of the SLAA for the provision of security services at the Airport as at the date of this Agreement.
Equipment	any equipment including perimeter fencing, CCTV surveillance, access control equipment, communication systems, explosive and narcotic detection, airfield detection and surveillance systems, baggage, cargo and people scanning systems, provided by Westminster or its subcontractors and used directly or indirectly in the supply of the Services.
Excluded Services	such services and/or operations not covered in Schedule A including without limit the specific services/obligations detailed in Schedule B.
Export Cargo/Freight	export goods or freight air lifted out of the FNA.
FNA or Airport	all terminals, infrastructures, installations and facilities (including the perimeter fence) within airside and landside of the Freetown International Airport in Sierra Leone.

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Fair Market Value	the value for the Equipment being either the current write down value on the Westminster accounts or the open market value for such Equipment (whichever is the higher).
Fixed Assets	such fixed assets as Westminster may purchase during this Agreement for the purpose of carrying out the Security Services.
Hijacking	any unlawful seizure or wrongful exercise or control, by the use or threat of force or violence, of an aircraft (or the crew thereof);
Import Cargo/Freight	import goods or freight air lifted into FNA.
Input Material	all documents, information and materials provided by SLAA relating to the Services, including computer programs, data, reports, risk analysis, security information and specifications.
Intellectual Property Rights	all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.
Office Space	the office space identified by SLAA and agreed by Westminster and rented to Westminster for its exclusive use for the purpose of allowing Westminster to conduct its obligations under this Agreement.
Passenger(s)	an individual using an Airline to embark or depart from the FNA and for the avoidance of doubt including Transiting Passengers.
Pre-Contract Deployment Team	the team identified and deployed by Westminster to carry out the Transition Services during the Transition Period.
Project Plan	the detailed plan describing the Services and setting out the estimated timetable (including estimated milestones) and responsibilities for the provision of the Services agreed in accordance with clause 3 and an initial draft set out in Schedule C.

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Security Fee	the sum of US \$39 per Passenger as amended pursuant to clause 9.
Security Services	the services (excluding the Excluded Services) to be provided by Westminster under this Agreement as set out in Schedule A Part 2 together with such other services as Westminster may agree to provide in writing from time to time
Services	the Security Services and the Transition Services.
SLAA Equipment	any equipment, systems, cabling or facilities provided by the SLAA and used directly or indirectly in the supply of the Services except those equipment sold to Westminster by SLAA or such equipment wholly managed and operated by Westminster in the provision of the Services.
SLAA Manager	the manager appointed by SLAA in accordance with clause 5.1.
SLAA Responsibilities	notwithstanding the general obligations under this Agreement, the specific responsibilities to be undertaken by SLAA as set out in Schedule D.
Supervisory Committee	the committee established pursuant to this Agreement to monitor and report on the performance of Westminster.
Goods and Services Tax	any applicable goods and services sales tax including without limit duty tax.
Transiting Passengers	passengers travelling from one airport to another airport via FNA.
Transition Services	the services to be undertaken without charge by Westminster during the Transition Period as more particularly set out in Schedule A Part 1 (Transition Services).
Transition Period	the period from the 1 st March 2012 to (and including) 30 th April 2012.
Westminster Manager	the manager appointed by Westminster in accordance with clause 4.7.
WSL	Westminster Sierra Leone, being the company set up by Westminster under and pursuant to the laws of Sierra Leone and owned as at the Commencement Date, 40% by Westminster and 60% by private business entities or persons of good standing within Sierra Leone.

1.2. Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.



- 1.3. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4. The schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the schedules.
- 1.5. Words in the singular shall include the plural and vice versa.
- 1.6. A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.7. A reference to **writing** or **written** includes faxes but not e-mail.
- 1.8. Where the words **include(s)**, **including** or **in particular** are used in this Agreement, they are deemed to have the words **without limitation** following them. Where the context permits, the words **other** and **otherwise** are illustrative and shall not limit the sense of the words preceding them.
- 1.9. Any obligation in this Agreement on a person not to do something includes an obligation not to agree, allow, permit or acquiesce in that thing being done.
- 1.10. References to clauses and schedules are to the clauses and schedules of this Agreement.

2. Commencement and Duration

- 2.1. The SLAA appoints Westminster as its exclusive provider to carry out the Services in accordance with this Agreement.
- 2.2. Westminster will provide the Services to the SLAA in accordance with the Project Plan.
- 2.3. Subject to clause 2.4 and clause 13, the Security Services shall continue to be supplied for a period of 15 years from the Commencement Date. Westminster shall provide the Transition Services during the Transition Period.
- 2.4. Either party shall be entitled to terminate this Agreement at the end of 8 years from the Commencement Date ("**Longstop Date**") provided that no less than 6 months notice has been given to the other prior to the Longstop Date.

3. Project Plan

- 3.1. The proposed Project Plan is laid out in Schedule C and is designed to have an immediate impact and rapidly increase security at FNA and shall be undertaken in the following manner:
 - 3.1.1. upon signing this Agreement, Westminster will commence with the Transition Services in accordance with Schedule A Part 1;
 - 3.1.2. the SLAA shall promptly provide Westminster with access to such Input Material, site access and employee access as Westminster reasonably requires in order to carry out the Transition Services;
 - 3.1.3. upon completion of the Transition Services, Westminster shall provide to the SLAA a revised (if necessary) Project Plan setting out its proposals, requirements and next steps for the implementation of the Security Services.





4. Westminster's obligations

- 4.1. Westminster shall use its reasonable endeavours to provide the Transition Services in accordance with Schedule A Part 1 and the Security Services in accordance with the Project Plan.
- 4.2. Westminster shall work to the performance dates or milestones specified in the Project Plan, providing performance is not unreasonably delayed or hindered by the SLAA or others beyond the control of Westminster. Any date or period mentioned in this agreement for performance or milestones in the project plan may be extended with the SLAA's consent which will not be unreasonably withheld.
- 4.3. Upon execution of this Agreement and subject to Applicable Laws, the individuals employed by SLAA as at the Commencement Date for the provision of Security Services at the FNA will be made redundant (the "**Employees**") having been given adequate prior notice and properly informed of their rights and limitations and will (subject to Applicable Laws, the Employees accepting the same and subject to the remainder of this clause) be recruited by Westminster. Westminster and the SLAA will work together on this matter to ensure least disruption to operations and least distress to the Employees. The SLAA shall provide Westminster with such information as Westminster requires in order to ascertain the terms, suitability and experience of the Employees. Westminster shall for the duration of the Agreement provide adequate training for the Employees and any new staff recruited for WSL in order to allow them to undertake their roles as effectively as possible. In addition should the Agreement continue past the break clause Westminster shall (subject to Applicable Laws) employ at least two Sierra Leoneans in senior positions within WSL to prepare for succession planning.
- 4.4. The SLAA acknowledge and accept that:
- 4.4.1. the recruitment of Employees will be subject to a probation period set by Westminster and that continuation of employment will be dependent on Westminster being satisfied as the suitability and experience of the Employee and being able to agree suitable terms with such Employee;
- 4.4.2. Westminster will not be responsible for any arrears or compensation that may be due to the Employees relating to their employment with SLAA and the SLAA will fully and effectively indemnify Westminster against any claim, cost, damage or expense incurred by Westminster as a consequence of a claim by an Employee relating to any matter arising prior to his/her appointment by Westminster and/or arising from the transfer of such Employee to Westminster.
- 4.5. Westminster shall (unless otherwise agreed):
- 4.5.1. for the duration of this Agreement, maintain the following insurance:
- | | |
|----------------------|----------------|
| Public Liability: | US\$15,000,000 |
| Product Liability: | US\$15,000,000 |
| Employers Liability: | US\$15,000,000 |
- Westminster shall provide copies of such insurance to the SLAA forthwith upon request;
- 4.5.2. be responsible for operating, maintaining and insuring the Equipment and such Current Equipment as Westminster purchase pursuant to clause 8;
- 4.5.3. pay to the SLAA such rent and for such period as the parties agree in respect of the Office Space. The exact area required and available for the Office Space and the rent to be paid will be as agreed during the

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Transition Period once a full analysis of the operational requirements have been undertaken. The area and rent payable will be agreed between the parties before the Commencement Date and will be in line with the average rate of rent charged by the SLAA for similar office space at the FNA.

- 4.5.4. pay to the SLAA electricity and water charges used for the Office Space which the SLAA shall invoice Westminster quarterly in arrears based upon the actual measured level of usage by Westminster and the SLAA's prevailing rates which will be no more than the average utility charge for electricity or water charged by the SLAA to other users at the FNA or in the absence of any other user then the rate charged will be at the same unit rate the SLAA pay for their electricity and water.
- 4.6. Westminster shall appoint the Westminster Manager who shall have authority contractually to bind Westminster on all matters relating to the Services. Westminster shall use reasonable endeavours to ensure that the same person acts as the Westminster Manager throughout the term of this Agreement, but may replace him from time to time where reasonably necessary in the interests of the Westminster business.
- 4.7. Westminster shall not, without the prior written consent of the SLAA, at any time from the date of this Agreement to the expiry of 24 months after the termination of this Agreement, solicit or entice away from the SLAA or employ or attempt to employ any person who is, or has been materially, engaged as an employee, consultant or subcontractor of the SLAA for the purposes of working with Westminster pursuant to this Agreement.

5. SLAA's obligations

5.1. SLAA shall:

- 5.1.1. co-operate with Westminster in all matters relating to the Services and appoint the SLAA Manager in relation to the Services, who shall have the authority contractually to bind SLAA on matters relating to the Services;
- 5.1.2. provide, for Westminster, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the FNA for the purpose of carrying out the Services;
- 5.1.3. notify Westminster immediately of any matter which will or is likely to impact on the provision of the Services including without out limit any potential disruption at the FNA, any terrorism threat, any threat to the health & safety of WSL and/or Westminster staff (whether biological or otherwise), the potential or actual import and/or export of illegal produce and/or drugs together with any intelligence relating to the same;
- 5.1.4. provide, in a timely manner, such Input Material and other information as Westminster may require, and ensure that it is accurate in all material respects;
- 5.1.5. be responsible (at its own cost) for preparing and maintaining the FNA for the supply of the Services, including identifying, monitoring, removing and disposing of any hazardous materials from the FNA in accordance with all Applicable laws, before and during the supply of the Services;
- 5.1.6. inform Westminster of all health and safety rules and regulations and any other reasonable security requirements that apply at the FNA;
- 5.1.7. ensure that all SLAA Equipment is in good working order and suitable for

- the purposes for which it is used in relation to the Services and conforms to all relevant Sierra Leone standards or requirements;
- 5.1.8. obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the Input Material and use of the SLAA Equipment;
 - 5.1.9. provide Westminster with all necessary assistance and advice in enabling Westminster to procure all necessary licences and consents it requires to provide the Services;
 - 5.1.10. procure that the import of any goods and/or equipment by WSL and/or Westminster in respect of this Agreement are imported into Sierra Leone free of any import duty or Sales Tax. The SLAA shall use best endeavours to assist Westminster and/or WSL in making any relevant submissions to achieve exemption from such taxes. The SLAA agrees that in the event that exemption is not achieved and import duty or Goods and Services Tax is payable on any goods and/or equipment in respect of this Agreement then the Security Fee will have to be immediately increased to cover the cost or alternatively the Project Plan adjusted to extend implementation;
 - 5.1.11. take whatever steps are necessary to ensure that the Security Fees are paid to Westminster in accordance with clause 5.2;
 - 5.1.12. carry out the SLAA Responsibilities;
 - 5.1.13. save in respect of the SLAA Equipment purchased by Westminster pursuant to clause 8, keep, maintain and insure the SLAA Equipment in good condition and shall not dispose of or use the SLAA Equipment other than in accordance with Westminster's agreement or after giving adequate written notice to Westminster and always provided any such action does not have a detrimental impact on security of FNA or the Services.
- 5.2. In addition to the general provisions set out above, the SLAA shall forthwith upon execution of this Agreement, give notice to the Airlines to include the Security Fee in their air ticket price payable by Passengers and procure that the Airlines execute an irrevocable contract by 30th March 2012 (for the duration of this Agreement) in a form agreed by Westminster requiring the Airline to pay all Security Fees monthly to Westminster from the Commencement Date. The SLAA will reduce the Airline Fees to take account of the Security Fee being paid separately.
- 5.3. If Westminster's performance of its obligations under this Agreement is prevented or delayed by any act or omission of SLAA, its agents, subcontractors, consultants or employees, Westminster shall not be liable for any claim, costs, damage or expense sustained or incurred by SLAA or others that arise directly or indirectly from such prevention or delay.
- 5.4. The SLAA shall not, without the prior written consent of Westminster, at any time from the date of this Agreement to the expiry of 24 months after the termination of this Agreement, solicit or entice away from Westminster or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of Westminster in the provision of the Services.
- 5.5. The SLAA warrants and confirms that:
- 5.5.1. Westminster can freely carry out the entire activities granted under this Agreement, in compliance with laws and regulations of Sierra Leone, within airport operating rules and standards satisfied by international airports and obligations under this Agreement;

- 5.5.2. it will take any and all measures for the smooth transition of the operation of granted services. In addition, the SLAA guarantees to Westminster that it remains free of any obligation or undertaking liability which may arise in connection with the operation of activity before the Commencement Date;
 - 5.5.3. it shall not interfere in the management of Westminster;
 - 5.5.4. it will take all necessary measures to maintain infrastructures and facilities delivered to Westminster to carry out its business.
 - 5.5.5. it will make the Office Space exclusively available for use by Westminster and shall grant Westminster (and such persons as it may require) all necessary access rights and permissions to enable Westminster to fully utilise such Office Space. Westminster shall be entitled to terminate the use of the Office Space on no less than 1 months notice and the SLAA shall give no less than 6 months notice;
 - 5.5.6. it will make available to Westminster all premises, offices, warehouse, parking, garage, VIP and business lounges, storage container zone, ramp equipment, checking and boarding zone;
 - 5.5.7. it will carry out its obligations under this Agreement in a timely and professional manner and in accordance with good industry practice;
 - 5.5.8. it will facilitate accommodation dedicated to expatriates on the FNA area.
- 5.6 The SLAA acknowledge and accept that personnel provided by Westminster and/or WSL will be unarmed and that the provision of armed security will be the responsibility of the Police and / or the State Security Services. Should the SLAA require Westminster to provide armed guards then this will be dealt with in accordance clause 7.

6. Monitoring

- 6.1. The SLCAA representative, the SLAA Manager and the Westminster Manager shall meet at least once every three months to discuss matters relating to the Services.
- 6.2. The SLAA shall procure that a representative of the Supervisory Committee meets with the Westminster Manager regularly throughout the duration of the Agreement ("**regularly**" being no less than once every month) for the purpose of reviewing and discussing Westminster's performance under the Agreement and to undertake general security briefings on a case by case basis. Westminster undertake to present at such meetings general security briefings on a case by case basis, and to promptly compile and circularise minutes of the proceedings of the meetings to the Supervising Committee members
- 6.3. In the event that the Supervisory Committee identify any concern with the performance of Westminster pursuant to this Agreement then it shall notify Westminster as soon as reasonably possible of the same in writing ("**Rectification Notice**"). Such notice shall set out:
 - 6.3.1. the area of concern;
 - 6.3.2. the obligation under the Agreement which the SLAA believes Westminster are not complying with;
 - 6.3.3. any evidence to support such concern.
- 6.4. If Westminster:
 - 6.4.1. accept the provisions set out in the Rectification Notice then it will notify the Supervisory Committee within 7 days of receiving the same of its

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acceptance and will within a further 7 days provide the Supervisory Committee with an explanation for the reasons for such failure and its proposal for rectifying the same going forward (the "Proposal");

- 6.4.2. do not accept the provisions set out in the Rectification Notice then it will notify the Supervisory Committee within 7 days of receiving the same including the reasons for its view that the Rectification Notice is not accepted.
- 6.5. If Westminster notify the Supervisory Committee pursuant to clause 6.4.1 then SLAA will procure that the Supervisory Committee notifies Westminster as soon as reasonably possible after receiving the Proposal (being no more than 7 days) if it is satisfied with the Proposal. If the Supervisory Committee is satisfied with the Proposal or fails to respond within the time frame set out above then Westminster shall proceed and implement its recommendations in the Proposal and SLAA will provide such reasonable assistance as Westminster identified in the Proposal. If the Supervisory Committee disagree with the Proposal then it shall notify Westminster within 7 days of receiving Proposal of such rejection and the provisions of clause 6.6 shall apply.
- 6.6. If Westminster notify the Supervisory Committee pursuant to clause 6.4.2 then the SLAA shall procure that the Supervisory Committee meets with Westminster as soon as reasonably possible to discuss the same. If the parties reach agreement on a revised Proposal then the provisions of the last sentence of clause 6.5 shall apply. If the parties are unable to agree a revised Proposal then the provisions of clause 23 shall apply.
- 6.7. In the event that Westminster having agreed the Proposal with the Supervisory Committee fails to meet the provisions of the Proposal (other than as a consequence of any act or omission of the SLAA) within the agreed time frame then the SLAA shall be entitled to charge Westminster a penalty charge equivalent to 10% of the daily revenue for each day Westminster remains in default of the provisions of the Proposal. Should Westminster remain in default for longer than 90 days then the SLAA shall be entitled to treat such failure as a material breach and the provisions of clause 13.2.2 shall apply.

7. Change Control

- 7.1. If either party requests a change to the scope or execution of the Services, Westminster shall, within a reasonable time, provide a written estimate to the SLAA of:
- 7.1.1. the likely time required to implement the change;
 - 7.1.2. any necessary variations to Westminster's charges arising from the change;
 - 7.1.3. the likely effect of the change on the Project Plan; and
 - 7.1.4. any other impact of the change on this Agreement.
- 7.2. If the SLAA wishes Westminster to proceed with the change, Westminster has no obligation to do so unless and until the parties have agreed the necessary variations to its charges, the Services, the Project Plan and any other relevant terms of this Agreement to take account of the change and this Agreement has been varied in accordance with clause 15.
- 7.3. Notwithstanding the above, Westminster may, from time to time and without notice, change the Services in order to comply with any applicable safety or statutory requirements, provided that such changes do not materially affect the nature, scope

