Execution version

DATED 2 January 2025

GOVERNMENT OF JERSEY

- and –

DFDS A/S

JERSEY SEA CONNECTIVITY CONCESSION AGREEMENT

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This Agreement is dated 2 January 2025

Parties

(1) **THE GOVERNMENT OF JERSEY** acting through the Minister for Sustainable Economic Development and the Ports of Jersey Limited (where the context requires) of Union Street, St Helier, JE2 3DN (the **Island Authority**); and

(2) **DFDS A/S** incorporated and registered in Denmark with company registration (CVR) number 14194711 whose registered office is at Marmorvej 18, 2100 Copenhagen Ø, Denmark (the **Operator**)

the Island Authority and the Operator each a **Party** and together the **Parties**.

BACKGROUND

(A) On 22 November 2024, the Island Authority issued an Invitation to Tender (ITT), inviting prospective operators to submit proposals for the provision of ferry services to the Bailiwick of Jersey from the United Kingdom and France as further described (the **Invitation to Tender**).

(B) On the basis of the Operator's response to the Invitation to Tender and subsequent tender process, the Parties enter into this Agreement with the primary aim establishing and implementing a reliable, efficient, and sustainable ferry service that meets the transportation needs of the residents and visitors of Jersey.

(C) By performing their obligations under this Agreement, to Parties aim to enhance connectivity, promote economic growth, and support the overall well-being of the community by providing safe, timely, and environmentally friendly transportation options.

(D) Both Parties intend to foster a collaborative and transparent relationship, based on mutual respect and shared objectives. This Agreement is guided by the principles of cooperation, accountability, and continuous improvement. The Island Authority and the Operator aim to work together in good faith to address challenges, explore opportunities, and strive for high standards of service delivery.

(E) Accordingly, the parties have agreed to enter into a contract for the provision of such ferry services on the terms and conditions of this Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

The following definitions apply in this Agreement:

Affected Party has the meaning given in Clause 18.2.1.

Affiliate means:

(a) in relation to the Island Authority, incorporated and unincorporated states' trading bodies wholly owned or overseen by the Island Authority, including Ports of Jersey Limited; and

(b) in relation to the Operator, a person that is directly or indirectly controlled by the Operator,

and for this purpose, **control** shall mean the ownership by a person of 50% or more of: (i) the voting shares, if the other entity is a corporation issuing stock; or (ii) the controlling rights or interests, if the other entity is not a corporation issuing shares and **controlling** and **change of control** shall be

interpreted accordingly, provided that if the Operator or its ultimate holding company is listed on a regulated stock exchange, a change in the person controlling the Operator or its ultimate holding company shall not constitute a change of control.

Agreement means this agreement together with any Schedule appended thereto.

Applicable Data Protection Laws has the meaning given in Schedule 19.

Applicable Law means any decree, resolution, law, statute, act, ordinance, rule, by-law, directive (to the extent having the force of law), order, treaty, code, regulation, international convention or treaty (including any of the foregoing relating to competition, health, safety, international trade or security matters or the Environment and including MARPOL) or any interpretation of the foregoing or any changes or modification thereof, as enacted, issued or promulgated by any Regulatory Authority or any international institution or organisation and applicable to a Party or a Vessel's owner or operator or to any matter arising out of this Agreement.

Approved Brokers means a chartered shipbroker independent of the Island Authority and the Operator of not less than 10 years' standing appointed in accordance with Clause 33.11;

Authorised Representatives means the persons respectively designated as such by the Operator, the first such person being set out in Schedule 17 and the Island Authority Authorised Representatives.

Balance Amount has the meaning given to it in Clause 21.1.5.

Base Line Inflation Level or **Baseline Inflation Level** means the change in the following basket of indices during the twelve months immediately preceding the relevant review date, calculated giving each index the following weighting:

(a) UK Consumer Prices Index (CPI), weighted 50%;

(b) Jersey Retail Price Index excluding mortgage interest payments (RPIX), weighted 50%; and

provided that any negative Base Line Inflation Level shall be taken as a zero increase.

Business Day means a day (other than a Saturday, Sunday or public holiday) when banks in the Island of Jersey and Denmark are open for normal banking business.

Comparable Supply means the supply of services to another customer of the Operator that are the same or similar to the Services.

Completed means completion of the Mobilisation and Transition Services in accordance with Schedule 4 and **Complete** shall be interpreted accordingly.

Concession Fee has the meaning given to it in Clause 21.1.1.

Conditions Subsequent means the conditions specified in Clause 2.1.1.

Conditions Subsequent Long Stop Date means 31 January 2025 or such other date as may be agreed in writing between the Parties.

Confidential Information means all confidential information (however recorded or preserved) disclosed by a party or its Representatives to the other party and that party's Representatives in connection with this Agreement, including:

(a) any information that would be regarded as confidential by a reasonable business person relating to: (i) the business, affairs, customers, suppliers or plans of the disclosing party; and (ii) the operations, processes, product information, know-how, designs or trade secrets of the disclosing party; and

(b) any information developed by the Parties in the course of carrying out this Agreement.

Consents means all approvals, certificates, authorisations, permissions, licences, permits, regulations and consents (whether statutory, regulatory, contractual or otherwise) necessary from time to time for the provision of the Services.

Contract Year means a calendar year during the Term. The first Contract Year will be from 1 January 2025 and until 31 December 2025 and the last Contract Year will be 1 January 2025 and until the 20th anniversary of the Operational Commencement Date. An overview of the Contract Years is included in Part 2 of the sub-Schedule to Schedule 3.

Critical KPIs means the KPIs indicated as such in Part 1 of Schedule 13.

Customer Satisfaction KPI means the Critical KPI called the "Customer Satisfaction KPI" in Part 1 of Schedule 13.

Default has the meaning given to it in Clause 33.1.1.

Delays KPI means the Critical KPI called the "Delays KPI" in Part 1 of Schedule 13.

Disaster Recovery Plan means the disaster recovery plan prepared pursuant Clause 30 as amended from time to time.

Effective Date means the date of this Agreement.

Emergency Event means an event or circumstance in any part of either of the Port (including the Island Port Facilities) or Port Maritime Area which has caused or imminently threatens to cause, including as a result of a breach of the HSSE Policies:

(a) the release or threatened release of Hazardous Materials;

(b) the sinking or loss of any vessel (including any Vessel) or part thereof or other blocking of any part of either of the Port Maritime Area, resulting in any vessel (including any Vessel) being unable to enter such Port Maritime Area;

(c) interruption of all or a material part of the Ferry Services for a period greater than 72 hours; or

(d) a serious threat to security at any part of the Port (including the Island Port Facilities),

which has a material adverse effect on the Port, the Environment or on the economic, political or social security of the Bailiwick of Jersey.

Environment means any and all organisms (including man), ecosystems, property and the following media:

(a) air (including the air within buildings and the air within other natural or man-made structures, whether above or below ground);

(b) water (including water under or within land or in drains or sewers and coastal and inland waters); and

(c) land (including land under water),

and **Environmental** shall be interpreted accordingly.

Environmental Law means any Applicable Law governing or relating to:

(a) the Environment;

(b) the manufacture, handling, transport, use, treatment, storage or disposal of Hazardous Materials or materials containing Hazardous Materials; or

(c) releases or threatened releases of Hazardous Materials including investigations, monitoring and abatement of such releases.

Excluded Legislation means

(a) the Seafarers' Wages Act 2023 (United Kingdom law); and

(b) *la Loi n° 2023-659 du 26 juillet 2023 visant à lutter contre le dumping social sur le transmanche* (French Law).

Ferry Routes means:

(a) the sea route between the UK Port(s) and the Port (the **Northern Route**);

(b) the sea route between the Port and the French Port (the **Southern Route**),

and **Ferry Route** means any one of them.

Ferry Services means the provision of passenger, vehicle, freight and roll on/roll off ferry services on each of the Ferry Routes in accordance with the Sailing Schedule using the Vessels specified in Schedule 5 (and/or any substitution Vessels under Clause 8.5) and Schedule 12 and, as relevant, the ancillary matters described in Schedule 2, and otherwise in accordance with the other provisions of this Agreement.

Fleet Maintenance Plan means the maintenance plan attached at Schedule 11 and as shall be reviewed and may be amended annually in accordance with the provisions of Clause 8.2.2.

Financial Standing Requirements means the financial standing requirements set out in Schedule 14.

FOIL means the Freedom of Information (Jersey) Law 2011.

Force Majeure Event means, in relation to a Party, the occurrence after the Effective Date of any event or circumstance that is outside that Party's reasonable control which is not a Relevant Change in Law or a Relief Event and which prevents or hinders that Party from performing any of its obligations under this Agreement, including, to the extent it meets the foregoing requirements, but not limited to, any:

(a) hostilities (whether or not war is declared), invasion, acts of foreign enemies, civil war, revolution, rebellion, insurrection, military or usurped power, riot, civil commotion, terrorism or sabotage;

(b) boycott, sanction, blockade or embargo;

(c) pandemic, epidemic or other public health incidents and/or any mandatory measures introduced by any government, court or such other competent authority in the Bailiwick of Jersey, the UK or France or elsewhere in relation thereto;

(d) nuclear, chemical or biological contamination;

(e) adverse weather conditions (as determined by the ship's master), act of God, epidemic, earthquake, cyclone, or volcanic eruption;

(f) strike or other industrial action (other than solely by the employees of the Affected Party, its representatives or its Affiliates);

(g) any failure, outage or other interruption of the power supply to the Port, other than as a result of an act or omission of the Affected Party;

(h) the unavailability of the UK Port or the French Port or by essential services provided in the vicinity thereof;

(i) traffic obstructions; and/or

(j) the Operator attending SoS calls.

French Port means the port of St Malo in Brittany, France.

General Change in Law means a Change in Law where the change is of a general legislative nature (including taxation and duties of any sort affecting the Operator) or which affects or relates to a Comparable Supply.

Good Industry Practice means using the then prevailing standards, practices, methods and procedures, conforming to Applicable Law and exercising that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person of international repute engaged in a similar type of undertaking under the same or similar circumstances.

Harbour Master means any person appointed from time to time as harbour master by Ports of Jersey Limited.

Hazardous Materials means any solid, liquid or gaseous material, substance, constituent, chemical, mixture, raw material, intermediate product or by-product which is defined as "hazardous wastes", "hazardous materials", "hazardous substances", "extremely hazardous wastes", "toxic substances" or "toxic pollutants" under, or which are otherwise regulated by, Environmental Law.

HSSE Policies means the health, security, safety and environmental policies, including any security plans and risk assessments required by a Regulatory Authority, regarding the Island Port Facilities and the provision of the Services and developed by the Operator and approved by the Island Authority, as the same may be amended or modified from time to time by the Operator, in accordance with the provisions of Clause 12.

IMDG Code means the IMO's International Maritime Dangerous Goods Code.

IMO means International Maritime Organization.

Insolvency Event means where:

(a) the Operator suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the UK Insolvency Act 1986;

(b) the Operator commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of the Operator with one or more other companies or the solvent reconstruction of the Operator;

(c) the Operator applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;

(d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Operator (being a company, limited liability partnership or partnership) other than for the sole purpose of a scheme for a solvent amalgamation of the Operator with one or more other companies or the solvent reconstruction of the Operator;

(e) an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Operator (being a company, partnership or limited liability partnership);

(f) the holder of a qualifying floating charge over the assets of the Operator (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;

(g) a person becomes entitled to appoint a receiver over the assets of the Operator or a receiver is appointed over the assets of the Operator;

(h) a creditor or encumbrancer of the Operator attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, or an application is filed in court to commence such process in respect of the whole or any part of the Operator's assets and such application, attachment or process is not discharged within 14 days;

(i) any event occurs, or proceeding is taken, with respect to the Operator in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in (a) to (h) (inclusive); or

(j) the Operator suspends or ceases, or threatens to suspend or cease, carrying on all or substantially all of its business.

Inspection Event means:

(a) an event or circumstance in any part of a Vessel or Port which has caused, including as a result of a breach of the HSSE Policies, serious bodily injury to any person at or in the vicinity of any part of any of the Vessel or Port;

(b) serious stress or serious physical damage to any part of the Port;

(c) the occurrence of any incident impacting on the Environment in an adverse manner at or in the vicinity of any part of the Port; or

(d) an Emergency Event.

Island Authority Notice of Variation means the document provided by the Island Authority to the Operator to suggest a Variation pursuant to Clause 44.1.2, the content of which is set out in Schedule 15.

Island Authority Authorised Representative has the meaning given in Clause 50.1.

Island Emergency Event means an Emergency Event resulting from any act or omission by the Island Authority or its Related Persons or a Regulatory Authority.

Island Port Facilities means the port facilities at the Port as further described in Schedule 9.

ISM Code means the IMO's International Management Code for the Safe Operation of Ships and for Pollution Prevention, as amended from time to time.

ISPS Code means the International Ship and Port Facility Security Code, 2002, as amended from time to time.

Invitation to Tender has the meaning given in Preamble (A).

Key Performance Indicators or **KPIs** means the key performance indicators set out in Schedule 13.

Losses means all costs (including the costs of investigating and defending any claims), expenses, claims, losses, liabilities, orders, awards, fines, proceedings and judgment.

Mandatory Policies means the policies attached or listed in Schedule 22, as may be amended by agreement of the Parties from time to time.

MARPOL means the IMO's International Convention for the Prevention of Pollution from Ships 1973 (as modified in 1978 and 1997), as amended from time to time.

Minimum Service Requirements means the minimum service requirements for the Ferry Services set out in Schedule 1 as may be amended from time to time in accordance with the provisions of Clause 7.4 or Clause 7.6 and/or paragraph 6 of Schedule 3.

Mobilisation and Transition Services mean the mobilisation services to be performed by the Operator commencing on the Effective Date up until but excluding the Operational Commencement Date and described in Schedule 4.

Mobilisation Fleet has the meaning given to it in SCHEDULE 5.

Mobilisation and Transition Services Long Stop Date means 3 March 2025.

Non-Critical KPIs means the KPIs indicated as such in Part 2 of Schedule 13.

Operational Commencement Date means 00:01 on 28 March 2025.

Operating Period means the period from the Operational Commencement Date to the Termination Date (both dates inclusive).

Operator Emergency Event means an Emergency Event resulting from any act or omission by the Operator or its Related Persons.

Operator Notice of Variation means the document provided by the Operator to the Island Authority to suggest a Variation pursuant to Clause 44.1.1, the content of which is set out in Schedule 15.

Operator's Personnel means all employees, staff, other workers, agents and consultants of the Operator and of any of its subcontractors who are engaged in the provision of the Services from time to time, including the crew of any Vessel.

Operator's Tender Response means the Operator's response to Invitation to Tender of 26 November 2024 and updates thereto.

Outgoing Service Provider means any third party supplier of services which provided identical or substantially similar services to any of the Services prior to the Effective Date.

Performance Bond means a performance bond in respect of all the Operator's obligations under or arising out of this Agreement or any failure to perform this Agreement for an amount of £5,000,000 in the form attached at Schedule 21.

Port means St Helier Port, which includes the Port Maritime Area.

Port Marine Safety Code (PMSC) means the Port Marine Safety Code for all UK Harbour authorities and other marine facilities, berths and terminals issued from time to time by the UK Department for Transport and the UK Maritime & Coastguard Agency and the Guide to Good Practice on Port Marine Operations prepared in conjunction with the PMSC.

Port Maritime Area means St Helier Port, the maritime boundaries of the area controlled by the Island Authority and including the approaches, channels and turning basins existing therein as described in Schedule 10, or any amendment thereto.

Port Rules means the codes of practice, code of conduct, port the rules, directions, guidelines, procedures and terms and conditions from time to time issued by the Ports of Jersey Limited governing the Port and the port management by-laws, including the PMSC and the Port site emergency plan and any other emergency plan for the Port issued from time to time.

Pricing means the pricing for the Ferry Services determined in accordance with Clause 20.

Quarter means each of the three-month periods ending at 23:59 on March 31, June 30, September 30 and December 31 and **Quarterly** shall be interpreted accordingly.

Regulatory Authority means in respect of the Island Authority, any of its government or ministry, department or political subdivision thereof, and any person under the direct or indirect control of any such government, ministry, department or political subdivision exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government or any other governmental entity, instrumentality, agency, authority, including the Ports of Jersey Limited, corporation, committee or commission, or any independent regulatory authority, in each case having jurisdiction over a Party, the Vessels and/or the Services and any successor to or any assignee of any of the foregoing.

Related Persons means:

(a) in relation to the Island Authority, any of its Representatives and its Affiliates (and any of such Affiliates' Representatives) and any invitee into the Port of any of the foregoing; and

(b) in relation to the Operator, any of its Representatives and its Affiliates (and any of such Affiliates' Representatives) and any invitee into the Port of any of the foregoing (excluding customers of the Services).

Relevant Change in Law means any of the following events occurring after the Effective Date:

(a) the introduction, adoption, promulgation or enactment of new Applicable Law or a change or repeal of any existing Applicable Law (including the Port Rules); or

(b) any change in the manner in which any Applicable Law (including the Port Rules) is applied, enforced or interpreted by any Regulatory Authority or the courts of England, Jersey or France,

but excluding introduction, adoption, promulgation, enactment, change and/or repeal of new or existing (as the case may be) Applicable Law which was published prior to the Effective Date.

Relevant Event means:

(a) a Force Majeure Event;

(b) a Relevant Change in Law; or

(c) a Relief Event.

Relief Event means each or any of the following:

(a) a breach by the Island Authority of its obligations pursuant to this Agreement; or

(b) the unavailability, in whole or in part, of the Island Port Facilities.

Remedial Service Levels mean the performance standards described in Schedule 13 as the "Remediation Level" in respect of each KPI.

Remediation Notice has the meaning given in Clause 32.1.

Remediation Plan means the plan agreed in accordance with Clause 32 for the resolution of a Default.

Remediation Plan Process means the process for resolving a Default as set out in Clause 32.

Remedy Period has the meaning given in clause 33.2 or 33.7 (as appropriate).

Replacement Service Provider means any third party supplier of services appointed by the Island Authority to provide identical or substantially similar services to any of the Services following the termination or expiry of this Agreement.

Representative means, in relation to a person, its employees, officers, contractors, subcontractors, representatives and advisors.

Sailing Schedule means the sailing schedule for each Season, which is attached at Schedule 6 and as amended from time to time in accordance with the provisions of Clause 7.4, Clause 7.6, Clause 9, or paragraph 6 of Schedule 3.

Seafarers' Charter means the UK Seafarers' Charter and the Seafarers' Charter: Detailed Requirements, as amended from time to time.

Season means:

(a) the low season, which shall commence on whichever is the later of:

(i) 1 November;

(ii) the final day of the state school autumn half term holiday in the Bailiwick of Jersey;

and shall end on whichever is the earlier of:

(i) 1 April;

(ii) the first day of the state school Easter holiday in the Bailiwick of Jersey; and

(b) the mid season, which shall be the days which do not fall within the low season described in paragraph (a) above, but shall exclude the peak season as described in paragraph (c) below; and

(c) the peak season, which shall commence on whichever is the earlier of:

(i) 15 July;

(ii) the first day of the state school summer holiday in the Bailiwick of Jersey; and

and shall end on whichever is the later of:

(i) 31 August;

(ii) the final day of the state school summer holiday in the Bailiwick of Jersey;

Service Levels means the Standard Service Levels, the Remediation Service Levels or the Termination Service Levels (as applicable).

Services means the Mobilisation and Transition Services and the Ferry Services, or any one of them.

SOLAS means the IMO's International Convention for the Safety of Life at Sea of the International Maritime Organization as supplemented by the Guidelines of SOLAS, as amended from time to time.

Standard Service Levels mean the performance standards described in Schedule 13 as the "Standard Level" in respect of each KPI.

Term has the meaning given to it in Clause 3.1.

Termination Date means the date of expiry or termination of this Agreement.

Termination Service Levels mean the performance standards described in Schedule 13 as the "Termination Level" in respect of each KPI.

Transfer Transition Plan means the plan to be prepared by the Operator and approved by the Island Authority in accordance with Clause 33.10, which shall set out the following:

(a) the processes, procedures and plans for the transfer of the Ferry Services from the Operator to the Replacement Service Provider;

(b) a description of the processes, procedures and plans for identification, selection and appointment of a transfer transition team, including suitably experienced representatives of the Operator and the Island Authority; and

(c) a programme detailing when each key activity relating to the transfer process is to be completed.

UK means the United Kingdom of Great Britain and Northern Ireland.

UK Port means:

(a) until the first anniversary of the Operational Commencement Date (unless the Parties agree an extension following discussion in the Monitoring Committee)), each of the port of Portsmouth and the port of Poole in the United Kingdom; and

(b) thereafter, the port of Portsmouth in the United Kingdom only.

Underutilised Vessel has the meaning given to it in paragraph 1.5 of the Sub-Schedule to Schedule 3.

Variable KPIs means the Non-Critical KPIs, the Delays KPI and the Customer Satisfaction KPI.

Variation means a material increase, decrease or change to the scope or nature of rights and/or obligations of any of the Parties pursuant to this Agreement, including any variation to:

(a) the Island Port Facilities; or

(b) (where expressly permitted by this Agreement) the Services.

Vessel Investment Plan the Operator's plan for investing in new vessels set out in Schedule 12.

Vessels means the passenger and freight roll-on /roll-off ferries for use in the Ferry Services as further described in Schedule 5 and any replacement and additional vessel procured by the Operator in accordance with the provisions of Clause 8 for use in the Ferry Services, and Vessel shall mean any one of them.

Working Hours means the period from 9.00am to 5.00pm on any Business Day.

£ or **GBP** means pound sterling, the lawful currency of the United Kingdom.

€ or **EUR** means the single currency introduced at the third stage of the European Monetary Union pursuant to the Treaty establishing the European Community, as amended.

1.2 **Interpretation**

1.2.1 In this Agreement:

(a) a reference to one gender shall include a reference to the other genders;

(b) words in the singular shall include the plural and in the plural shall include the singular;

(c) a reference to persons includes individuals, unincorporated bodies and partnerships (in each case, whether or not having a legal personality), governments and government entities, companies, corporations and other bodies corporate and any of their permitted transferees or permitted assignees;

(d) a reference to **this Agreement** or to any other agreement or document referred to in this Agreement is a reference to this Agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this Agreement) from time to time;

(e) references to **Clauses** and **Schedules** are references to the clauses of, and schedules to, this Agreement;

(f) references to **Paragraphs** are references to the paragraphs of the relevant Schedules to

this Agreement;

(g) any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms. Where the context permits, **other** and **otherwise** are illustrative and shall not limit the sense of the words preceding them;

(h) a reference to a statute or statutory provision is a reference to that statute or statutory provision as in force at the date of this Agreement and as amended, extended, re-enacted, re-numbered or consolidated from time to time;

(i) a reference to **Surviving Clauses** means Clause 1 (Definitions and Interpretation), Clause 36 (Assignment and other Dealings), Clause 39 (Confidentiality), Clause 40 (Announcements), Clause 41 (Entire Agreement), Clause 44 (Variation), Clause 45 (Waiver), Clause 46 (Rights and remedies), Clause 47 (Severance), Clause 49 (No Partnership or Agency), Clause 51 (Notices), Clause 53 (Third Party Rights), Clause 54 (Governing Law), Clause 55 (Dispute Resolution) and Clause 56 (Jurisdiction);

(j) indemnifying any person against any circumstance or in respect of any act or matter includes indemnifying and keeping that person fully indemnified and held harmless on a continuing basis, on demand; and

(k) references to **writing** or **written** includes manuscript, facsimile, and other permanent forms, including email but no other electronic form.

1.2.2 The headings in this Agreement, the Schedules and the Table of Contents do not affect its interpretation.

1.2.3 If any provisions of the Schedules conflict with any other provision of this Agreement that are not contained in the Schedules, the provisions of this Agreement that are not contained in the Schedules shall take precedence.

1.2.4 If there is any conflict or ambiguity between the Schedules to this Agreement, a Schedule contained higher in the list shall have priority over one contained lower in the list of this Agreement.

1.2.5 In the event of any dispute in connection with the interpretation of the provisions of this Agreement then the Operator's Tender Response may be referred to in order to assist in the interpretation of the intention of such provisions.

2. CONDITIONS SUBSEQUENT

2.1 Conditions Subsequent

2.1.1 The Operator undertakes to use all reasonable endeavours to ensure that the following conditions are fulfilled as soon as reasonably practicable after the Effective Date and in any event by no later than the Conditions Subsequent Long Stop Date:

(a) the Operator having provided written evidence in a form satisfactory to the Island Authority (acting reasonably) that the Operator has procured the use of the Vessels comprising the Mobilisation Fleet for the provision of the Ferry Services and that the Mobilisation Fleet will be available for use from the milestones set out in Schedule 4;

(b) the Operator having obtained the Consents;

(c) the Island Authority (acting reasonably) having approved the advance booking schedule prepared by the Operator and submitted to the Island Authority;

(d) the Operator having completed the implementation and testing of the Operator's online booking systems in accordance with the Initial System Standards;

(e) not used

(f) delivery to the Island Authority of a Performance Bond duly executed by a bank rated by a recognised rating agency with a rating of at least investment grade;

(g) the Operator having engaged necessary stevedores and linesmen to support the delivery of the Ferry Services in accordance with the provisions of this Agreement; and

(h) delivery to the Island Authority of copies of the agreements for the Operator to load/unload at the UK Port and the French Port as described in the Sailing Schedule,

(the **Conditions Subsequent**).

2.1.2 The Island Authority undertakes to provide the Operator and where requested to do so, each relevant Regulatory Authority with such assistance, documentation or other information as it has available to it, or which is within its power and control, as the Operator, or each relevant Regulatory Authority may reasonably request/require for the purpose of the Operator endeavouring to fulfil the Conditions Subsequent referred to in Clause 2.1.1.

2.1.3 To the extent that it is legally entitled to do so, the Island Authority may in its absolute discretion waive any of the Conditions Subsequent either in whole or in part by notice in writing to the Operator.

2.2 If any of the Conditions Subsequent have not been fulfilled to the satisfaction of the Island Authority or waived pursuant to Clause 2.1.3 by the Conditions Subsequent Long Stop Date, the Island Authority may terminate this Agreement with immediate effect and the provisions of Clause 2.3 will apply.

2.3 If this Agreement terminates in accordance with Clause 2.2, the Operator shall without prejudice to any other rights or remedies the Island Authority may have under this Agreement, reimburse the Island Authority in respect of any expenses or costs to third parties assumed or incurred and recoverable in law by the Island Authority relating to:

2.3.1 the preparation of the Invitation to Tender and the subsequent tender process and tender award to the Operator;

2.3.2 the preparation, negotiation, execution and termination of this Agreement; and

2.3.3 the process for selecting a new operator, entering into an agreement with the new operator and any other Losses resulting from the appointment of the new operator,

provided that the Operator's liability under this clause 2.3 shall (a) not apply to the extent the Island Authority has failed to comply with its obligations under Clause 2.1.2 and shall (b) be limited to a maximum aggregate amount of GBP 1,000,000. The limitation set out in (b) shall not apply where the Operator has not complied with its undertaking in Clause 2.1.1.

3. DURATION

3.1 This Agreement shall commence on the Effective Date and shall be for an initial term of 20 years from the Operational Commencement Date (the **Term**).

4. EXCLUSIVITY

4.1 Subject to the Island Authority's rights under Clauses 4.3 and 13.2.2, but save where the Operator is affected by a Force Majeure Event, the Island Authority hereby grants, to the extent it is legally able to do so, to the Operator:

4.1.1 on and from the Effective Date until the Operational Commencement Date, an exclusive right to provide the Mobilisation Services; and

4.1.2 for the Operating Period, the exclusive right to provide the Ferry Services in respect of the Minimum Service Requirements.

4.2 Nothing in this Clause 4 shall prevent the Island Authority from procuring Ferry Services in excess of the Minimum Service Requirements from a third party or performing any part of the Ferry Services in excess of the Minimum Services Requirements itself, provided the Island Authority has first complied with the provisions of clause 7.6.

4.3 If a failure by the Operator to comply with its obligations under this Agreement causes a material disruption to the Ferry Services lasting for a continuous period of not less than three days and such failure is not caused by a Force Majeure Event, the Island Authority may, without prejudice to any other rights or remedies the Island Authority may have, procure the provision of all or part of the Ferry Services from a third party or otherwise perform any part of the Ferry Services itself and the provisions of Clause 24.2 shall apply. The exclusive rights of the Operator set out in Clause 4.1 shall be suspended from the end of such continuous period of three days until the later of:

4.3.1 the date when the Operator complies with its obligations under this Agreement such that there is no longer a material disruption to the Ferry Services; and

4.3.2 the earliest date that the Island Authority is able to terminate any arrangement made with a third party operator for the provision of the Ferry Services (not to exceed 30 days from the date set out in Clause 4.3.1).

5. DUE DILIGENCE

5.1 Save as provided in this Agreement, no representations, warranties or conditions are given or assumed by the Island Authority in respect of any information which is or has been provided to the Operator by the Island Authority (whether before or on the date of this Agreement) and any such representations, warranties or conditions are excluded, save to the extent that such exclusion is prohibited by law.

5.2 Nothing in this Clause 5 shall limit or exclude the liability of the Island Authority for fraud or fraudulent misrepresentation.

6. MOBILISATION AND TRANSITION SERVICES

6.1 Provision of Mobilisation and Transition Services

The Operator shall:

6.1.1 from the Effective Date provide the Mobilisation and Transition Services, and achieve each milestone by the relevant milestone date set out in Schedule 4 in accordance with this Agreement; and

6.1.2 Complete the Mobilisation and Transition Services by no later than the Mobilisation and Transition Services Long Stop Date.

6.2 **Service standards**

6.2.1 From the Effective Date until the Operational Commencement Date, the Operator shall provide the Mobilisation and Transition Services in accordance with:

(a) Consents;

(b) Applicable Laws;

(c) the Port Rules;

(d) Good Industry Practice; and

(e) any lawful directions, instructions or order issued by the Harbour Master.

6.2.2 Subject to Clause 6.2.3, if any of the standards and requirements described in Clause 6.2.1 or elsewhere in this Agreement for the performance by the Operator of its obligations, responsibilities or liabilities under this Agreement require a higher level of performance or a greater duty of care or are otherwise more stringent, more restrictive or more onerous than other such standards or requirements then the more stringent, restrictive or onerous of the standards or requirements shall apply to the Operator's performance of such obligations, responsibilities or liabilities, save as instructed in writing to the contrary by the Island Authority, and provided always that the standards and requirements of Clause 6.2.1 are met.

6.2.3 If either Party determines in its reasonable judgement that a conflict or inconsistency exists between the performance standards and requirements described in Clause 6.2.1 and those described elsewhere in this Agreement, then that Party shall notify the other Party in writing as soon as practicable of such conflict or inconsistency and the Operator shall provide the Island Authority with the Operator's recommended course of action in writing.

7. FERRY SERVICES

7.1 **Provision of Ferry Services**

The Operator shall as fundamental conditions to this Agreement:

7.1.1 achieve the practical ability to provide the Ferry Services on or before the Mobilisation and Transition Services Long Stop Date;

7.1.2 provide the Ferry Services from the Operational Commencement Date; and

7.1.3 during the Operating Period, provide the Ferry Services in accordance with this Agreement, including the Sailing Schedule.

7.2 **Service standards**

7.2.1 During the Operating Period, the Operator shall provide the Ferry Services in accordance with:

(a) Consents;

(b) all international conventions and treaties to which the Bailiwick of Jersey is a party, relating to the provision of the Ferry Services by the Operator pursuant to this Agreement;

(c) Applicable Laws;

(d) the Port Rules;

(e) the Seafarers' Charter;

(f) Good Industry Practice;

(g) the Minimum Service Requirements;

(h) the KPIs; and

(i) any lawful directions, instructions or orders issued by the Harbour Master.

7.2.2 Subject to Clause 7.2.3, if any of the standards and requirements described in Clause 7.2.1 or elsewhere in this Agreement for the performance by the Operator of its obligations, responsibilities or liabilities under this Agreement require a higher level of performance or a greater duty of care or are otherwise more stringent, more restrictive or more onerous than other such standards or requirements then the more stringent, restrictive or onerous of the standards or requirements shall apply to the Operator's performance of such obligations, responsibilities or liabilities, save as instructed in writing to the contrary by the Island Authority, and provided always that the standards and requirements of Clause 7.2.1 are met.

7.2.3 If either Party determines in its reasonable judgement that a conflict or inconsistency exists between the performance standards and requirements described in Clause 7.2.1 and those described elsewhere in this Agreement, then such Party shall notify the other Party in writing as soon as practicable of such conflict or inconsistency and the Operator shall provide the Island Authority with the Operator's recommended course of action in writing.

7.3 Permits and Licences

7.3.1 The Operator covenants that throughout the Term that:

(a) it shall obtain and maintain in force, or where required by Applicable Law, renew all the Consents; and

(b) it shall ensure that applications for all the Consents are properly made and diligently followed up and that all the Consents are obtained in a timely fashion and thereafter, where required by Applicable Law, maintained in full force and effect.

7.3.2 The Island Authority shall use its reasonable endeavours to promote and support the Operator's applications for the relevant Consents, provided that nothing in this Clause shall require the Island Authority to do anything which would constitute an unlawful fetter of any of its statutory powers.

7.4 KPI Review

7.4.1 Within one month after the first anniversary of the Operational Commencement Date, the Parties shall undertake a review of the KPIs and discuss whether any of the Service Levels for the KPIs should be revised. The review shall be conducted through the governance arrangements of the Monitoring Committee. For the purposes of such review:

(a) only the Service Levels of the Variable KPIs shall be subject to review;

(b) the Service Levels of such Variable KPIs shall not be as a result of such review be subject to any reduction beyond the baseline relating to those KPIs where such baseline is identified in Schedule 13;

(c) in the absence of agreement within 10 days of commencement of the review process between the Parties on Service Levels (and in respect of the Customer Satisfaction KPI, the tool used for measurement of customer satisfaction):

(i) the baseline Service Levels relating to those KPIs shall apply where such baseline is identified in Schedule 13;

(ii) in respect of those KPIs where there is no baseline for Service Levels is identified in Schedule 13, such Service Levels as the Island Authority (acting reasonably and in good faith) determines; and

(iii) in respect of the Customer Satisfaction KPI, the tool for measurement and the Service Levels shall be determined by the Island Authority;

(d) the review shall only have regard to any failure by the Operator to meet the KPIs where and to the extent that such failure arises from the lack of resources beyond what has been planned, provided or intended to be invested in accordance with this Agreement and not for any other reason.

7.4.2 If the Parties agree (or the Island Authority otherwise determines) to revise any Service Levels in accordance with Clause 7.4.1, such revised Service Levels shall be effective from the first anniversary of the Operational Commencement Date and Schedule 13 shall be amended accordingly.

7.5 Comprehensive Service Review

7.5.1 Not later than two months after the expiry of each three-Contract Year period of the Operating Period, the Parties shall undertake a comprehensive joint review of the Operator's performance of the Ferry Services during the preceding three-Contract Year period (the **Service Review**).

7.5.2 The Operator shall, at its own cost, submit a report to the Island Authority within 20 Business Days of the end of each three-Contract Year period, which shall assess:

(a) the strategic needs of the Ferry Services;

(b) the alignment of the products offered by the Operator as part of the Ferry Services;

(c) the Pricing; and

(d) the Operator's performance of the Services,

using the management information listed in Schedule 20 and shall identify issues with the Ferry Services during the period under review and any improvements to the Ferry Services (which may include the emergence of new and evolving relevant technologies and processes) which could improve the Ferry Services. The report shall be provided in sufficient detail to enable the Island Authority to evaluate properly the benefits of the improvements.

7.5.3 The Parties shall discuss the report and agree on the improvements to be implemented and the timescales for implementing such improvements.

7.5.4 The Parties acknowledge that a Service Review may result in changes to the Minimum Service Requirements or Sailing Schedule (or both) as may be agreed between the Parties, but shall not constitute a renegotiation of this Agreement. Any amendments to the Agreement will comply with the provisions of Clause 44.

7.6 **Capacity increase**

7.6.1 In the event that in any Contract Year the average bookings for the Ferry Services for the carriage of freight exceed 90% of the freight capacity, the Operator shall promptly notify the Island Authority and the Parties shall thereafter discuss any necessary increases to the Minimum Service Requirements and/or to the number of sailings set out in the current Sailing Schedule.

7.6.2 If the Parties agree increases to the Minimum Services Requirements and/or the number of sailings under Clause 7.6.1, the Minimum Services Requirements and/or the current Sailing Schedule shall be amended accordingly in accordance with Clause 44.

7.6.3 If the Parties fail to agree any increases to the Minimum Services Requirements and/or to the number of sailings under Clause 7.6.1 within 30 days of a notice under Clause 7.6.1, the Island Authority shall have the right to use a third party to provide the Ferry Services in excess of the Minimum Services Requirements, or to provide the Ferry Services in excess of the Minimum Services Requirements itself always provided that:

(a) any additional freight capacity introduced following any such provision of Ferry Services in excess of the Minimum Service Requirements may not cause the carriage of freight to fall below 70% of the freight capacity (assuming constant volumes); and

(b) neither the Island Authority nor any third party may be offered to provide Ferry Services on terms which are more favourable than those enjoyed by the Operator under this Agreement or offered by the Island Authority during the negotiations and discussions contemplated by Clause 7.6.1, except in cases where adhering to this Clause 7.6.3(b) doing would reasonably be expected to render the Island Authorities unable to procure such additional in time to satisfy an urgent requirement for additional capacity, capacity due to an urgent requirement and in such cases for a maximum period of three (3) months.

8. **VESSELS**

8.1 **Vessel operations**

8.1.1 During the Operating Period, the Operator shall use the Vessels in the provision of the Ferry Services. Subject to paragraph 1.5 of the Sub-Schedule to Schedule 3 in respect of any Underutilised Vessel, the Operator shall be free to deploy the Vessels on other routes at times when the Vessels are not required for the provision of the Ferry Services.

8.1.2 During the Operating Period, the Operator shall ensure that each Vessel:

(a) complies with the relevant provisions of SOLAS;

(b) complies with ISM Code;

(c) without prejudice to the generality of the foregoing, operates (i) a safety management system certified to comply with SOLAS chapter IX and the ISM Code (ii) a documented safe working procedures system (including procedures for the identification and mitigation of risks), (iii) a documented environment management system and (iv) documented accident/incident/health and safety reporting systems compliant with flag state requirements;

(d) complies with all applicable international, European or domestic maritime pollution law including MARPOL and any applicable international, European or domestic environmental regulations and/or applicable emissions trading schemes, in each case as may be amended or extended and any regulations issued pursuant to any of them;

(e) complies with SOLAS chapter VII and the IMDG Code from when carrying dangerous goods;

(f) where the Vessel is a high speed craft, complies with the International Code of Safety for High-Speed Craft (2000), 2008 Edition (HSC 2000 Code);

(g) complies with the International Convention on the Control of Harmful Anti-fouling Systems on Ships and MARPOL Annex VI;

(h) has a full, experienced and efficient complement of master, officers, and crew for a vessel of her tonnage trained to operate the Vessel and her equipment competently and safely (and shall ensure in all cases that such persons are suitably qualified in accordance with the International Convention on Standards of Training, Certification and Watch keeping for Seafarers, 1978, as amended from time to time); and

(i) maintains its classification with a classification society which is a member of the International Association of Classification Societies.

8.2 **Vessel maintenance**

8.2.1 During the Operating Period, the Operator shall at its own expense:

(a) without prejudice to any other obligations under this Agreement, including under Clause 8.1.2, maintain each Vessel in a good state of repair, in efficient operating condition and in accordance with the best practices of the northern European ferry industry and the Fleet Maintenance Plan;

(b) in the event of any accident or damage in relation to any Vessel, exercise all reasonable endeavours to repair, restore or replace that Vessel on a timely basis; and

(c) if any of the Vessels is not available for the provision of the Ferry Services in accordance with the Sailing Schedule, the Operator shall satisfy all existing freight and passenger bookings using the remaining Vessels or if it is not able to do so using the remaining Vessels, the Operator shall provide a substitute vessel which is compatible, of equivalent carrying capacity and the same or faster speed and which complies with the vessel specifications set out in Schedule 5,

in each case to ensure there is no disruption to the Ferry Services and to maximise the Operator's ability to provide the Ferry Services in accordance with the KPIs and this Agreement.

8.2.2 The Fleet Maintenance Plan shall be reviewed annually, and updated as necessary, by the Operator and submitted to the Island Authority for its review and approval.

8.3 **Vessel investment plan**

8.3.1 During the Operating Period, the Operator shall, subject to the provisions of paragraph 6 of Schedule 3 and Schedule 12, at its own expense, implement its fleet investment plan and

make such investments at such times and in such amounts as are detailed in Schedule 12 (the **Vessel Investment Plan**).

8.3.2 The Operator shall report on its delivery of the Vessel Investment Plan in accordance with Schedule 20. The Parties shall, with regular intervals throughout the Term review the Vessel Investment Plans to determine whether the investments contemplated thereby are suitable for the Ferry Services, or whether the amounts should be used for alternative vessels instead.

8.3.3 If the Operator fails to perform its obligations under Clause 8.3.1, the Island Authority shall have the right to require the Operator to take such remedial steps as may be necessary to implement the Vessel Investment Plan. Without prejudice to any other remedies the Island Authority may have, if the Operator fails to take such remedial steps within the time frames set by the Island Authority, the Island Authority shall have the right to make a demand under the Performance Bond and apply the proceeds for the purposes of implementing the Vessel Investment Plan.

8.3.4 The Operator shall ensure that any replacement vessel is at a minimum compliant with the vessel specification set out in Schedule 5. Such replacement vessel shall hereafter be a Vessel.

8.4 **Vessel replacement following a total loss**

If any of the Vessels becomes unavailable for a period of five days or is the subject of an actual or constructive total loss, the Operator shall, without prejudice to its obligations under this Agreement, provide a substitute vessel which is compatible with the Ferry Route, of equivalent carrying capacity and is capable of the same or faster speed and which complies with the vessel specifications set out in Schedule 5 within 10 days after the date of such actual or constructive total loss or non-availability, provided that if the Operator is able to satisfy all existing and future freight and passenger bookings using the remaining Vessels, this period shall be extended by such period as the remaining Vessels are capable of satisfying all existing and future freight and passenger bookings, up to a maximum of 30 days.

8.5 **Vessel substitution by Operator**

The Operator may replace a Vessel that it is not a Vessel the subject of investment in accordance with the Vessel Investment Plan, provided:

8.5.1 the replacement vessel (a) is compatible with the Ferry Route, (b) is of equivalent carrying capacity of the Vessel it replaces, and (c) is capable of the same or faster speed of the Vessel it replaces, (d) complies with the vessel specifications set out in Schedule 5 and otherwise meets the requirements of this Agreement;

8.5.2 the replacement does not result in a decrease in the quality or quantity of the Services;

8.5.3 it notifies the Island Authority in writing at least forty (40) days in advance of the intended replacement (such notice to include the information enabling the Island Authority to evaluate if the requirements set out in Clauses 8.5.1 and 8.5.2 above are satisfied); and

8.5.4 the Island Authority (acting reasonably) does not notify the Operator in writing within twenty (20) days of receiving the notice contemplated by Clause 8.5.3 above that it considers that the requirements set out in Clauses 8.5.1 and 8.5.2of this Clause 8.5 are not satisfied.

9. **SAILING SCHEDULE**

9.1 The Operator shall make the Ferry Services available in accordance with the Sailing Schedule so that the Vessels arrive and depart from the relevant Port, French Port or the UK Port at the time set out in the Sailing Schedule.

9.2 The Operator may, in accordance with the remainder of this Clause 9, amend the Sailing Schedule before the start of each Season provided always that any proposed modifications to the Sailing Schedule do not affect the Operator's ability to meet the Minimum Service Requirements.

9.3 The Operator shall submit for the Island Authority's approval any proposed modifications to the Sailing Schedule in respect of the next Season not less than nine months before the start of the next Season.

9.4 The Island Authority and the Operator shall convene to discuss the proposed modifications to the Sailing Schedule not less than eight months before the commencement of the next Season. The Island Authority shall not be obliged to approve the proposed modifications, or it may make their approval conditional on additional or different modifications.

9.5 The Island Authority (acting reasonably) shall formally approve or reject the proposed modifications to the Sailing Schedule no later than seven months before the start of the next Season. If the Island Authority rejects the proposed modifications, and the Parties are unable to agree on modifications six months before the start of the next Season, the modifications shall be escalated for resolution in accordance with the provisions of Clause 55.

9.6 If the modifications to the Sailing Schedule are not agreed, or have not been determined pursuant to Clause 55, six months before the start of the next Season, the Operator shall make the Ferry Services available in accordance with the most recent applicable Sailing Schedule.

9.7 Once the proposed modifications to the Sailing Schedule are approved by the Island Authority, the modified Sailing Schedule shall be the Sailing Schedule for the Season to which it relates.

10. ISLAND PORT FACILITIES

10.1 Grant of the right to use the Port Maritime Area and Island Port Facilities

10.1.1 From the Effective Date until the Termination Date, the Island Authority hereby grants the Operator the non-exclusive right to use the Port Maritime Area and Island Port Facilities in each case for the sole purpose of providing the Services and subject to compliance with the standards and requirements set out in Clause 6.2 or 7.2.1 (a), (b), (c), (d), (e) and (i) (as appropriate), including the non-exclusive rights for the Vessels to enter the Port and to utilise the Port Maritime Area and Island Port Facilities subject to such Vessels complying with the Port Rules.

10.1.2 The rights granted pursuant to Clause 10.1.1 to use the Port Maritime Area and the Island Port Facilities shall be exercisable at all times required for the Operator to perform the Services in accordance with this Agreement, including the Sailing Schedule.

10.1.3 The rights granted pursuant to Clause 10.1.1 shall terminate immediately on the Termination Date.

10.1.4 The Operator shall ensure that when using the Port Maritime Area and Island Port Facilities, the Operator's Personnel shall not:

(a) obstruct access to the Port Maritime Area or Island Port Facilities, or any part of them; or

(b) do or permit to be done on the Port Maritime Area or Island Port Facilities anything which is illegal, or anything which may be or become a nuisance, damage, inconvenience or disturbance to the Island Authority or the occupiers, users of or visitors to the Port Maritime Area or Island Port Facilities other than as reasonably required to provide the Services.

10.2 **The Island Authority's maintenance and repair obligations**

From the Effective Date until the Termination Date, the Island Authority shall:

10.2.1 be responsible for the dredging of the berths at the Island Port Facilities in accordance with the parameters set out in Schedule 9;

10.2.2 be responsible for the maintenance of all necessary navigation aids;

10.2.3 remove or procure the removal of all debris or wrecks within the Port Maritime Area or otherwise affecting the Port and otherwise ensure that the Port remains open and accessible to the Operator; and

10.2.4 carry out the day-to-day maintenance and repair of the Island Port Facilities,

provided that where such removal, maintenance or repair or arises from the act, omission, default or negligence of the Operator or any of its Related Persons (fair wear and tear excluded) the costs incurred by the Island Authorities in removing, maintaining and repairing the same shall be recoverable from the Operator.

11. OTHER PORT FACILITIES

11.1 The Operator shall make all the arrangements necessary for the use of such port facilities in the UK Port and the French Port as may be required to ensure the Ferry Services are provided in accordance with the Sailing Schedule and the other terms and conditions of this Agreement.

12. HEALTH, SAFETY AND SECURITY

12.1 **HSSE Policies**

12.1.1 The Operator shall establish, implement and maintain an HSSE management system and related operational procedures in compliance with Applicable Law and the Port Rules, which system and procedures include:

(a) a marine HSSE management system approved by or on behalf of the Vessels' flag states and the competent authorities in the jurisdictions in which the Vessels call in the provision of the Ferry Services;

(b) a land HSSE management system which is compliant with Health and Safety at Work (Jersey) Law 1989, Safety in Docks and Outlying Harbours (Jersey) Code Of Practice; and

(c) an HSSE management system risk assessment and method statements which are compliant with the Health and Safety at Work etc. (Jersey) Law, 1989 (including any codes of practice), the Health, Safety and Welfare of Employees Law, 1950, the Health and Safety at Work (Freight Containers Safety Convention) Ordinance, 1992.

12.1.2 As soon as practicable following the date of this Agreement (and in any event prior to the Operational Commencement Date), the Operator shall submit to the Island Authority, for its review and approval, the draft HSSE Policy.

12.1.3 If the Island Authority disapproves of any aspect of a draft HSSE Policy it shall so notify the Operator within 30 Business Days of delivery of the relevant draft HSSE Policy and such notice shall include written reasons to the Operator indicating whether and, if so (in general terms) how, the disapproved draft HSSE Policy could be amended in order to be approved.

12.1.4 The Operator shall prepare and resubmit for approval by the Island Authority, as soon as practicable, a revised version of the relevant HSSE Policy. If the Island Authority does not notify the Operator within such 30 Business Day period, the versions of the relevant HSSE Policy provided by the Operator shall be deemed approved.

12.1.5 If the Parties are unable to agree an HSSE Policy within 90 days of the date on which the relevant draft HSSE Policy was first provided to the Island Authority, either Party may refer such dispute for resolution in accordance with the provisions of Clause 55.

12.1.6 The Operator shall be entitled to make such amendments or modifications to the HSSE Policy that it deems appropriate in order to comply with the requirements of this Agreement or otherwise as the Operator may, acting reasonably, deem necessary provided that:

(a) the Operator shall provide written notice to the Island Authority of any such amendment or modification, such notice specifying in reasonable detail the nature of the proposed amendment or modification;

(b) the Operator obtains the Island Authority's written consent to the proposed amendment or modification (which shall not be unreasonably withheld, conditioned or delayed) prior to implementing the amendment or modification; and

(c) the Operator provides the Island Authority with written copies of the HSSE Policy, as so amended or modified, promptly after any such amendment or modification.

12.1.7 If either Party determines in its reasonable judgement that a conflict or inconsistency exists between the HSSE Policy and the requirements described in Clause 12.1.1 or elsewhere in this Agreement, then such Party shall notify the other Party in writing as soon as practicable of such conflict or inconsistency and the Operator shall provide the Island Authority with the Operator's recommended course of action in writing.

12.1.8 From the Operational Commencement Date, the Operator shall establish a risk register which shall identify and assess the risk levels of all activities and events in connection with providing the Ferry Services relating to health, safety, security and/or the Environment.

12.1.9 No later than three months prior to the Operational Commencement Date, the Operator shall develop emergency response procedures which shall comply with the Island Authority's crisis and emergency management systems, as provided by the Island Authority before the Operational Commencement Date and as the same may be modified as notified by the Island Authority to the Operator from time to time during the Operating Period.

12.1.10 The Island Authority shall have the right, upon reasonable notice to the Operator, to audit or procure the audit of, the Operator's implementation of the HSSE Policy on an annual basis in accordance with Clause 22.

12.2 **Security responsibilities of the Island Authority**

12.2.1 The Island Authority shall ensure the provision of:

(a) land-side security within the Port generally (including the Port Maritime Area and the Island Port Facilities); and

(b) sea-side security within the limits of the Port Maritime Area.

12.2.2 Subject to the procedures and guidelines to be agreed between the Parties pursuant to Clause 12.1, the Island Authority shall ensure that adequate firefighting services (onshore and offshore), appropriate emergency medical and rescue services, such as fire engines and ambulance services as may be required in order to comply with Applicable Law is provided to the Port.

12.2.3 The Harbour Master of the Island Authority shall be responsible for security within the Port (including the Island Port Facilities) in accordance with the ISPS Code including the provision and maintenance of perimeter fencing around the Port and for its own security arrangements within the Port in order to maintain the proper and orderly conduct of its business and the general security of the Port in compliance with the ISPS Code and Applicable Law.

12.2.4 The Island Authority shall abide by and implement any legally binding instructions issued by a Regulatory Authority aimed at enhancing the security within and around the Port.

13. **EMERGENCIES**

13.1 **Obligations of the Operator**

13.1.1 Upon the occurrence of an Emergency Event (and, in any event, no later than it becomes aware of the occurrence of an Emergency Event) the Party that becomes aware of the Emergency Event shall notify the other Party, and thereafter the Operator shall (to the extent it is legally able to do so):

(a) take such action as is necessary and consistent with Clause 7.2, in its operation of the Ferry Services, to prevent, avoid or mitigate loss or disruption of the Ferry Services, damage to any of the Island Port Facilities or injury or damage to the Island Authority, its representatives or to any person; and

(b) promptly report details of the Operator's response to the Emergency Event to the Island Authority.

13.1.2 The Island Authority shall, within 60 Business Days of a written demand, reimburse the Operator for any costs which are reasonably incurred by the Operator and evidenced in writing that arise in taking any action described in Clause 13.1.1, in accordance with the terms of this Agreement, other than to the extent that those costs result from an Operator Emergency Event or have been incurred by the Operator as a result of the Operator failing to take reasonable steps to mitigate such costs.

13.2 **Step-in Rights**

13.2.1 Notwithstanding Clause 13.1, if the Island Authority (acting reasonably) deems it necessary to ensure the continued provision of the Ferry Services upon the occurrence of an Emergency Event (other than an Island Emergency Event), the Island Authority may

suspend the Operator's rights under this Agreement, and the Operator shall comply with the Island Authority's reasonable instructions in respect of the Port, including the Island Port Facilities in order to respond to such Emergency Event, provided that, if the Emergency Event is not an Operator Emergency Event, the Island Authority shall, wherever possible, consult with the Operator for at least seven days before exercising the rights set out in this Clause 13.2.1. However the Operator acknowledges that there may be certain Emergency Events where such consultation period is prohibited due to the mandatory requirements and/or instructions delivered by a Regulatory Authority (other than the Island Authority) to the Island Authority in which case the Island Authority shall consult with the Operator for at least one Business Day before exercising the rights set out in this Clause 13.2.1.

13.2.2 In connection with the exercise of any rights under Clause 13.2.1, the Operator shall provide some or all of the Services in accordance with the Island Authority's instructions for such period of time as is necessary to address such Emergency Event. If the Operator fails to comply with the Island Authority's reasonable instructions in connection with such Services, the Island Authority may assume, either itself or through one or more third party ferry operators, the provision of some or all of such Services for such period of time as is necessary to address such Emergency Event (at the Operator's expense in the case of an Operator Emergency Event) and the Island Authority shall be entitled to terminate this Agreement in accordance with Clause 33.1.7.

13.2.3 The Operator shall co-operate fully with whatever actions the Island Authority (acting reasonably) deems it appropriate to take for the purposes of this Clause 13.2 and shall provide all reasonable assistance to the Island Authority for that purpose.

13.2.4 During any period that the Island Authority exercises its rights under this Clause 13.2, it shall comply with Applicable Law and will procure that its representatives also comply with such obligations in the exercise of such rights.

13.2.5 The Island Authority shall, within 60 Business Days of a written demand, reimburse the Operator for any costs which are reasonably incurred by the Operator and evidenced in writing that arise from following the Island Authority's instructions or providing assistance to the Island Authority in accordance with this Clause 13.2, other than to the extent that those costs result from an Operator Emergency Event and/or have been incurred by the Operator as a result of the Operator failing to take reasonable steps to mitigate such costs.

14. ACCESS TO FERRY SERVICES MARKETING PLAN AND PROMOTION OF COMPETITION

14.1 The Operator shall operate, market and manage the Ferry Services in an open and competitive manner with a view to serving the needs of all potential users of the Ferry Services. The Operator shall not adopt practices that would discourage open access to the Ferry Services. [redacted]

14.2 During the Operating Period, the Operator shall at its own expense implement the marketing and sales strategy outlined in Schedule 7.

15. SOCIAL VALUE STRATEGY

During the Operating Period, the Operator shall at its own expense implement the social value strategy outlined in Schedule 8.

16. PERFORMANCE STANDARDS AND PERFORMANCE BOND

16.1 From the Operational Commencement Date, the Operator shall measure its performance of the Ferry Services against the KPIs and provide a report to the Island Authority detailing its performance against the KPIs in accordance with the requirements of Schedule 13 and Schedule 20.

16.2 If the Operator achieves the Standard Service Level in respect of some or all of the Critical KPIs and Non-Critical KPIs the amount of Concession Fee payable under Clause 21 may be waived in whole or in part in accordance with the provisions of Schedule 13. The Parties acknowledge and agree that the impact on the amount of Concession Fee payable is a price adjustment to reflect the lower service level provided by the Operator and does not represent an estimate of the actual loss or damage that may be suffered by the Island Authority as a result of the Operator's failure to achieve the Standard Service Level. The Parties further agree that the impact on the Concession Fee payable shall be without prejudice to any other rights or remedies the Island Authority may have under this Agreement or otherwise, provided that any claim by the Island Authority for any Losses arising out of or in connection with the Operator's failure to achieve the Standard Service Level in respect of the Critical KPIs and the Non-Critical KPIs in any Quarter shall be reduced by the Balance Amount paid in such Quarter.

16.3 The Operator shall ensure that for the duration of the Term a Performance Bond executed by a bank rated by a recognised rating agency with a dating of at least investment grade remains in full force and effect in an amount of £[redacted]. The following sub-Clauses are without prejudice to the generality of this Clause 16.3.

16.4 If the Island Authority properly makes any demand on the Performance Bond, such that the remaining available amount of the Performance Bond is reduced to less than £[redacted] the Operator shall promptly cause the issuer to increase the remaining available amount of the Performance Bond is increased to £[redacted].

16.5 If the issuer of the Performance Bond ceases to be a bank rated by a recognised rating agency with a rating of at least investment grade, or suffers what would be an Insolvency Event if it occurred in relation to the Operator (or the equivalent under the laws of any jurisdiction), then the Operator shall as soon as practicable replace the Performance Bond with a Performance Bond issued by another bank acceptable to the Island Authority, which is rated by a recognised rating agency with a rating of at least investment grade.

16.6 If the Performance Bond has an expiry date, then no later than 60 days prior to the then current expiry date, the Operator shall procure and deliver to the Island Authority, an extension of the expiry date by at least twelve months beyond its then current date, in terms satisfactory to the Island Authority (acting reasonably), executed by the issuer.

16.7 If the Operator is in breach of Clause 16.5 or 16.6, then the Island Authority may immediately make demand under the Performance Bond for the full remaining available amount of the Performance Bond; and to the extent the proceeds are not then applied to satisfying liabilities of the Operator, shall hold the proceeds of the demand as security for all the Operator's obligations under or arising out of this Agreement or any failure to perform this Agreement.

17. RELIEF EVENT

17.1 Establishing a Relief Event

17.1.1 Where a Party discovers that a Relief Event exists or is likely to exist in the near future, such Party shall serve a notice (a **Relief Event Notice**) on the other Party as soon as reasonably practicable after becoming aware of the Relief Event, and in any event within 30 days of the

date upon which it becomes aware of the Relief Event. In each case the Relief Event Notice shall provide detail of the existence and nature of the Relief Event; and

(a) where the Operator provides the Relief Event Notice it shall also provide detail of:

(i) the extent to which the Operator's performance of the Services has been, is being or will be so prevented, hindered or delayed as a direct result of such Relief Event; and

(ii) the steps which the Operator is taking or intends to take or will take to mitigate, avoid, overcome and/or remove the adverse consequences of such Relief Event on the performance of the Services; and

(b) where the Island Authority provides the Relief Event Notice, the Operator shall respond to the Island Authority as soon as reasonably practicable, having regard to the nature of the Relief Event, and in any event within 30 days, providing the detail set out in Clause 17.1.1(a) (a **Relief Response Notice**).

17.1.2 The Island Authority shall, upon receipt of a Relief Event Notice or Relief Response Notice (as applicable) in accordance with Clause 17.1.1, be entitled to require that the Operator submit to it such additional information and supporting evidence as it reasonably requests to support the contents of the Relief Event Notice or Relief Response Notice and the Operator shall provide such information and/or supporting evidence within ten Business Days of its being requested (provided that such information and/or supporting evidence is available to the Operator (acting reasonably) within that time).

17.1.3 If the Parties are, on the basis of a Relief Event Notice or Relief Response Notice (as applicable) and any supporting documentation, unable to agree as to the existence or as to the effect of a Relief Event by the later of:

(a) 60 days after the receipt by the Island Authority of the relevant Relief Event Notice or Relief Response Notice (as applicable); and

(b) 30 days after the receipt by the Island Authority of additional information or supporting evidence in accordance with Clause 17.1.2,

either Party shall be entitled to refer the matter for determination in accordance with the provisions of Schedule 16.

17.2 **Relief Event remedies**

17.2.1 If a Relief Event has occurred, then the Operator shall be entitled to the relief described in Clauses 17.2.2 to 17.2.4 (inclusive) to the extent that:

(a) any failure of the Operator to perform the Services in accordance with this Agreement is caused by such Relief Event; and

(b) the adverse consequences of such Relief Event could not have been or cannot be mitigated, avoided or overcome by the Operator, acting in accordance with Clause 6.2 or Clause 7.2 (as applicable).

17.2.2 If the Operator's performance of the Services is prevented, hindered or delayed by a Relief Event at any time during the Operating Period, then:

(a) to the extent that the same adversely affects any KPI, the Operator shall be excused from performance of such KPI to the extent such KPI was adversely affected; and

(b) where any of the Services is to be performed by a specified date, the date for performance of such Services shall be extended by such period as the Parties agree is fair and reasonable having regard to the extent to which such Relief Event has made it impossible or impracticable for the Operator to perform any of the Services by such specified date.

17.2.3 If any Relief Event results in an increase in the Operator's costs of providing the Ferry Services, the Operator shall use all reasonable endeavours to minimise the adverse consequences thereof. Subject to the Operator complying with such obligation, and without prejudice to any other rights the Operator has under this Agreement or in law, the amount of Concession Fee payable in respect of the quarter in which the Relief Event occurred (if any) shall be reduced by the amount by which the Operator's costs increased as a result of the Relief Event.

17.2.4 Without prejudice to the other provisions of this Clause 17.2, the Operator shall also be entitled to issue an Operator Notice of Variation in respect of such Relief Event.

18. FORCE MAJEURE

18.1 Relief from Liability

18.1.1 Subject to Clauses 18.2 and 18.3, the Parties shall be excused from performing part or all of their obligations, responsibilities or liabilities under this Agreement if, and to the extent that they, having regard to the Operator's obligation to comply with the standards and requirements set out in Clause 6.2 or Clause 7.2 (as applicable), are unable to perform or are prevented from performing their respective obligations, responsibilities or liabilities under this Agreement by a Force Majeure Event.

18.1.2 Neither Party may, however, rely on a Force Majeure Event in order to avoid any liability to make any payment due from it to the other Party under this Agreement.

18.2 Establishing a Force Majeure Event

18.2.1 Where a Party considers that its performance of its obligations, responsibilities or liabilities under this Agreement has been, is being or will be prevented, hindered or delayed by reason of an act, event or circumstance or any combination thereof, which it considers, on reasonable grounds, constitutes or will constitute a Force Majeure Event (the **Affected Party**), the Affected Party shall, as soon as reasonably practicable after the date at which it becomes aware of such act, event or circumstance or combination thereof, and in any event within 14 days of the date upon which it has reasonably determined that the occurrence of the Force Majeure Event might affect its performance in a material way, serve a notice on the non-Affected Party (a **Force Majeure Notice**) identifying:

(a) the act, event or circumstance or combination thereof which, in the reasonable opinion of the Affected Party, constitutes or will constitute a Force Majeure Event;

(b) the impact of such act, event or circumstance or combination thereof on the Affected Party's obligations, responsibilities or liabilities under this Agreement;

(c) the Affected Party's reasonable estimate of the length of time which its performance has been and will be affected by such act, event or circumstance or combination thereof; and

(d) the steps which the Affected Party is taking or intends to take or will take to remove and mitigate the adverse consequences of the relevant act, event or circumstance on its performance hereunder.

The Force Majeure Notice may in the first instance, having regard to the circumstances and for the purposes of more prompt notification, include the details specified in (a) above, provided that the further details in (b), (c) and (d) are provided as soon as possible thereafter and in any event within 10 days of the initial provision of the limited Force Majeure Notice. A Force Majeure notice given by a Party will be deemed as validly served if sent by email to the other Party's Authorised Representative.

18.2.2 If the Affected Party fails to serve a Force Majeure Notice in accordance with Clause 18.2.1, the Affected Party shall not be entitled to any relief. Otherwise the following provisions of this Clause 18.2 shall apply.

18.2.3 The non-Affected Party shall, upon receipt of a Force Majeure Notice, be entitled to require that the Affected Party submit to it such additional information and supporting evidence as it may reasonably request to support the contents of a Force Majeure Notice and the Affected Party shall provide such information and/or supporting evidence within 15 days of the non-Affected Party's request, (provided that such information and/or supporting evidence is available to the Affected Party (acting reasonably) within that time).

18.2.4 Notwithstanding the notification requirements of Clause 18.2.3, the Operator shall be deemed to have complied with those requirements if, on an ad hoc basis in respect of adverse weather conditions endangering the safe operation of a Vessel (as reasonably determined by the ship's master) such that a cancellation or delay in Ferry Services is required, the ship's master promptly notifies the Harbour Master of the same in writing (email being sufficient) or by telephone or other communication provided that in case of verbal communication the Harbour Master at least verbally acknowledges or confirms receipt of that notification. This Clause 18.2.4 shall not apply in circumstances where there is a prolonged cancellation or delay impact.

18.3 **Force Majeure Relief**

18.3.1 If a Force Majeure Event has occurred or will occur and that the same has or will have the effect of preventing, hindering or delaying the Affected Party's performance of its obligations, responsibilities or liabilities under this Agreement:

(a) the non-Affected Party shall extend the timing of performance of any obligation by such period as is fair and reasonable having regard to the extent to which such Force Majeure Event has made it impossible or impracticable for the Affected Party to perform any of its obligations under this Agreement. The duration of such period shall be as agreed between the Parties or, in default of agreement, as determined pursuant to Clause 55; or

(b) the Affected Party shall be relieved from liability for any consequent failure to perform its obligations, responsibilities or liabilities under this Agreement to the extent that such failure is caused by such Force Majeure Event and could not have been mitigated by the Affected Party in accordance with Clause 18.4; and

(c) where the Operator is the Affected Party, in relation to the non-achievement of any KPI as a result of a Force Majeure Event occurring at any time during the Operating Period, then it shall be relieved of liability for any consequent failure to perform such KPI to the extent provided in this Clause 18.3.

18.3.2 Except as otherwise specifically referred to in this Agreement, the Affected Party shall not be entitled to any costs, and waives any entitlement to claim against the non-Affected Party for any costs, arising out of or in connection with a Force Majeure Event.

18.4 **Duty to mitigate**

Without prejudice to the generality of the foregoing, the Affected Party shall (to the extent that they are legally able to do so) be obliged to make all reasonable efforts to minimise the adverse consequences of the Force Majeure Event on their obligations under this Agreement.

18.5 **Prolonged Force Majeure Event**

In the case of a Force Majeure Event which is continuing for a duration exceeding 90 days that prevents the Operator from providing all or a material part of the Services, the Island Authority or the Operator shall be entitled to terminate this Agreement in accordance with Clause 33.4.

19. **CERTAIN EVENTS NOT EXCUSED**

Notwithstanding that a Force Majeure Event or a Relief Event otherwise exists, the provisions of Clauses 17 and 18 shall not excuse:

19.1.1 insufficiency of funds or failure of a Party to make any payment of money in accordance with its obligations under this Agreement;

19.1.2 any event (including late deliveries of any equipment or materials) that is caused by the negligence (including intentional action or inaction) of the Affected Party or its Representatives;

19.1.3 any event that the Affected Party could reasonably have been expected to:

(a) take into account and reasonably be in a position to mitigate at the Effective Date; or

(b) avoid or overcome in the carrying out of its obligations, responsibilities or liabilities under this Agreement;

19.1.4 failure of the Affected Party to perform any of its obligations, responsibilities or liabilities under this Agreement in accordance with the requirements thereof prior to the occurrence of a Force Majeure Event or a Relief Event;

19.1.5 late performance by the Affected Party caused by the Affected Party's failure to engage qualified contractors and suppliers or to hire an adequate number of personnel or labour;

19.1.6 illness or shortage of labour affecting a Party, its agents or subcontractors;

19.1.7 insufficiency of materials which could have been overcome by prudent planning;

19.1.8 failure or delay by any of the Operator's suppliers to supply goods, components, services (other than stevedoring services or access to ports) or materials; or

19.1.9 mechanical or electrical breakdown or failure of any of the Vessels, equipment, machinery or plant owned or operated by the Affected Party due to (i) a failure to maintain such Vessels, equipment, machinery or plant or (ii) the manner in which such Vessels, equipment, machinery or plant has been operated or maintained which are not consistent with standards and procedures generally accepted and followed by a prudent, diligent, skilled and experienced manager and operator.

20. OPERATOR PRICING

20.1 The Operator shall be free to set the pricing for the Ferry Services subject to Applicable Law and the provisions of Schedule 3.

20.2 The Operator shall publish the Freight Rates on its website.

21. CONCESSION FEE AND OTHER AMOUNTS OWED TO THE ISLAND AUTHORITY

21.1 Payment of the Concession Fee

21.1.1 In respect of each Contract Year, the Operator shall pay an annual concession fee to the Island Authority of £[redacted] (as adjusted in accordance with Clause 21.1.2), or a pro rata amount for any Contract Year which is less than twelve months (the **Concession Fee**).

21.1.2 The Concession Fee shall be adjusted every Contract Year in accordance with the Base Line Inflation Level, and may be adjusted in respect of a Contract Year in accordance with paragraph 6 of Schedule 13.

21.1.3 The Concession Fee shall be payable Quarterly in arrears in accordance with the remainder of this Clause 21.

21.1.4 The Concession Fee may be waived in whole or in part if the performance of the Ferry Services in any Quarter as measured against the Critical KPIs and the Non-Critical KPIs achieves or exceeds the Standard Service Level. The amount to be waived (if any) will be calculated in accordance with the provisions of Schedule 13 (the **Waived Amount**).

21.1.5 Within ten Business Days of the end of each Quarter (other than the first) the Operator shall calculate the amount of the Waived Amount (if any) for the Quarter just ended and the difference between the Waived Amount for that Quarter and the Concession Fee payable for that Quarter (the **Balance Amount**) for the approval of the Island Authority acting reasonably. The Balance Amount (if more than zero) shall be payable to the Island Authority within 45 days of the end of the Quarter under review.

21.1.6 If the Balance Amount Is not agreed the full Concession Fee applicable to the relevant Quarter shall be payable and the determination will be subject to Dispute Resolution.

21.2 Other amounts owed to the Island Authority

The Operator shall pay the amount howsoever arising due to the Island Authority on its due date for payment.

21.3 Late Payment

Where any payment or sum of money due from a Party under any provision of this Agreement is not paid or otherwise discharged on the date it is required to be paid, the amount not paid or otherwise discharged shall bear interest at the rate of 8% a year above the Bank of England's base rate from time to time from the date upon which the payment or sum of money was required to be paid (whether

before or after any determination, award or judgment) until the date the amount is paid or otherwise discharged.

22. INSPECTIONS, AUDITING AND REPORTING

22.1 In the event of an occurrence of an Inspection Event, the Island Authority shall have the right to:

22.1.1 (at its own expense) conduct inspections of any of the Vessels;

22.1.2 request (and the Operator shall provide without undue delay) records and other information relating to the Inspection Event,

provided that, unless otherwise not permissible under Applicable Law, the Island Authority shall provide written notice of any such inspection five Business Days prior to the date of such inspection (or a shorter period at the discretion of the Island Authority in respect of any Inspection Event relating to environmental, health and safety or potential criminal matters) and the Island Authority shall conduct such inspection in a manner which shall not unreasonably interfere with the provision of the Services by the Operator pursuant to this Agreement or the Operator's other business. The Operator shall be excused from any non-performance of this Agreement arising directly as a result of any inspection conducted by or on behalf of the Island Authority (provided that the Operator shall be expected to make reasonable adjustments to the provision of the Services having regard to the time period of notification to accommodate the inspection).

22.2 The Operator shall maintain throughout the Term accurate records and books of account of its operating costs of performing the Services, and shall retain such records and books of account for a period of seven years following the end of the Term.

22.3 The Operator's records, books of account and any financial statements prepared therefrom shall be prepared and maintained in accordance with accounting standards consistently applied and Applicable Law, provided, however, that records and books of accounts which relate to disputes, appeals, arbitration, litigation or the settlement of claims arising out of the performance of this Agreement shall be retained until such disputes, appeals, arbitrations, litigation or claims have been fully resolved.

22.4 The Island Authority, either itself or any of its auditors or other advisers, shall have the right to audit the Operator's compliance with its obligations and responsibilities under this Agreement including its compliance with its health, safety, security and environmental obligations and the KPIs, up to a maximum of two audit exercises each Contract Year with at least ten Business Days' prior written notice.

22.5 Subject to the Island Authority's confidentiality obligations, the Operator shall provide the Island Authority (and its auditors and other advisers) with all reasonable co-operation, access and assistance in relation to each audit.

22.6 The Operator shall provide the Island Authority with the report listed in, and at the frequency, set out in Schedule 20.

23. WARRANTIES

Representations and warranties from the Operator

23.1 On the Effective Date, the Operator represents and warrants to the Island Authority that:

23.1.1 it meets or exceeds the Financial Standing Requirements;

23.1.2 it has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and has taken all necessary action to authorise that execution, delivery and performance;

23.1.3 the execution, delivery and performance referred to in Clause 23.1.1 above do not violate or conflict with any Applicable Law, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets;

23.1.4 its obligations under this Agreement constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms subject to applicable bankruptcy, reorganisation, insolvency, moratorium or similar laws affecting creditors' rights generally;

23.1.5 no litigation, arbitration or administrative suit or proceeding before any court, tribunal, governmental body, agency, official or arbitrator is pending or, so far as it is aware, threatened against it or any of its Affiliates which would, if adversely determined, result in a material adverse change in that party's financial condition or its ability to perform its obligations under this Agreement, or that is likely to affect the legality, validity or enforceability against it of this Agreement; and

23.1.6 it has negotiated, entered into and executed this Agreement as principal (and not as agent or in any other capacity, fiduciary or otherwise).

23.2 On the Effective Date and for the duration of the Term, the Operator represents and warrants to the Island Authority that:

23.2.1 it will comply with Applicable Laws;

23.2.2 no Insolvency Event has occurred in respect of it; and

23.2.3 it has sufficient trained staff, facilities, materials and appropriate equipment (including Vessels) in place and available to enable it to fully perform its obligations under this Agreement.

23.3 The Operator represents and warrants to the Island Authority that:

23.3.1 by no later than the Conditions Subsequent Long Stop Date and for the duration of the remainder of the Term thereafter, it will have, maintain and comply with all the requirements of the Consents (and provide on request evidence to the Island Authority of the same); and

23.3.2 by no later than the Operational Commencement Date and for the duration of the remainder of the Term thereafter, the Vessels' capacity shall be sufficient to meet or exceed the Minimum Service Requirements.

Representations and warranties from the Island Authority

23.4 On the Effective Date the Island Authority represents and warrants to the Operator that:

23.4.1 it has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and has taken all necessary action to authorise its execution, delivery and performance;

23.4.2 the execution, delivery and performance referred to in Clause 23.4.1 above do not violate or conflict with any Applicable Law, any provision of its constitutional documents, any order

or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets; and

23.4.3 this Agreement constitutes a valid, subsisting and legally binding obligation upon it that is enforceable against it in accordance with its terms.

23.5 If at any time following the Effective Date the Operator ceases to meet or exceed the Financial Standing Requirements, then the Island Authority may at its discretion notify the Operator that it requires an increase in the value of the Performance Bond or provision of such other security as it considers in its reasonable opinion is required in consideration of the shortfall in Financial Standing Requirements in order to provide the Island Authority the same degree of surety as if the Operator had met the Financial Standing Requirements. The Operator shall put in place such adjustments or alternative security requirements as soon as possible and in any event within 30 days of notification. Any failure to comply by the Operator shall be deemed to be in Default.

24. LIABILITY AND INDEMNITIES

24.1 Without prejudice to any other rights or remedies the Island Authority may have under or in relation to this Agreement, the Operator shall compensate the Island Authority to the extent required by law in respect of the Losses assumed, incurred or suffered by the Island Authority, its Related Persons or any one of them as a result of the Operator's or its Related Persons' acts or omissions arising out of or in connection with: any injury to any person, death or loss or damage to property arising out or in connection with the performance of the Services.

24.2 If the Operator fails to provide any of the Ferry Services, the Island Authority shall have one or more of the following rights:

24.2.1 to recover from the Operator any costs incurred by the Island Authority in mitigating the effect of the failure to perform the Ferry Services, including any costs incurred in obtaining substitute Ferry Services from a third party and/or securing alternative means of transport (for passenger or freight or both) to and from the Bailiwick of Jersey; and

24.2.2 to claim damages for any additional costs, loss or expenses incurred by the Island Authority which are in any way attributable to the Operator's failure to provide the Ferry Services.

24.3 Neither Party shall be liable to the other for any indirect or consequential loss including loss of profit, loss of market or loss of goodwill howsoever arising and whether in contract, tort (including negligence), breach of statutory duty or otherwise.

24.4 The total aggregate liability for all matters arising under this Agreement in any year howsoever arising and whether in contract, tort (including negligence), breach of statutory duty or otherwise shall not exceed:

24.4.1 in the case of the Island Authority, £[redacted] per event or series of connected events. £[redacted] in any Contract Year and £[redacted] in aggregate and

24.4.2 in the case of the Operator, £[redacted] per event or series of connected events. £[redacted] in any Contract Year and £[redacted] in aggregate.

24.5 The provisions of Clauses 24.3 and 24.4 shall not apply to:

24.5.1 a Party's liability in respect of which different limitations of liability are provided for by mandatory applicable Law; or

24.5.2 any liability of the Operator to the extent it is covered by a Vessel's P&I insurance; or

24.5.3 a Party's liability for death or personal injury caused by its negligence, of for fraud or fraudulent misrepresentation or for any other act or omission for which liability may not be excluded or limited under applicable law.

24.6 The provisions of Clause 24.4 shall not apply to any breach of Clause 29 (Compliance with Anti-Corruption, Competition and Equalities Law), Clause 31 (Data Protection), Clause 38 (Island Authority's Information Obligations), Clause 39 (Confidentiality).

25. ENVIRONMENTAL OBLIGATIONS AND LIABILITIES

25.1 The Operator shall at all times during the Term comply, and shall ensure that its Related Persons shall at all times during the Term comply, with Environmental Laws when providing the Services, including when entering the Port and when using the Marine Port Area and the Island Port Facilities.

25.2 Without prejudice to the generality of Clause 25.1, the Operator shall throughout the Term be and remain responsible for the following in connection with the provision of the Services:

25.2.1 (if and to the extent the obligation to do so rests with the Operator under Applicable Law) applying for, obtaining, holding and renewing any and all Consents relating to the Environment;

25.2.2 making or submitting any report, notifications or similar communications relating to the Ferry Services whether written or oral, to a Regularity Authority, including any communication related to any regulatory inspection, notice of violation or potential compliance action;

25.2.3 any other communication, whether formal or informal, with a Regulatory Authority regarding Environmental matters or pursuant to Environmental Law, related solely to the provision of the Services.

25.3 If the Operator becomes aware of any non-compliance, potential non-compliance or threatened non-compliance with Environmental Laws, the Port Rules or the HSSE Policies by itself or any of its Related Persons or any person in the Port, the Operator shall immediately report such non-compliance, potential non-compliance or threatened non-compliance to the Island Authority.

25.4 The Operator shall not, nor shall it permit any of its Related Persons representatives to occupy or use, the Island Port Authority to handle, use, treat, process, store, dispose of, deposit or discharge Hazardous Materials, or cause Hazardous Materials to be handled, used, treated, processed, stored, disposed of, deposited or discharged, otherwise than in compliance with all Environmental Laws, the Port Rules and applicable Consents.

25.5 The Operator shall compensate the Island Authority for any Loss incurred or suffered by the Island Authority as a result of the Operator's breach of the provision of this Clause 25.

26. INSURANCE

26.1 Vessels and Crew

The Operator shall during the Term at its expense take out and maintain:

26.1.1 hull and machinery marine risks (including crew negligence) and excess liabilities;

26.1.2 protection and indemnity risks (including pollution risks, passenger liability risk and diversion expenses);

26.1.3 war risks (including blocking and trapping, protection and indemnity, terrorism and crew risks); and

26.1.4 adequate insurances in respect of any Vessel's crew for crew risks, which shall include death, sickness, repatriation, injury, shipwreck unemployment indemnity and loss of personal effect,

in each case in accordance with the best practice of prudent owners of vessels of a similar type and trade to the Vessel, with sound and reputable insurance companies, underwriters or associations.

26.2 **Other insurances**

The Operator shall maintain in force at least the following insurance policies with reputable insurance companies to cover its relevant potential liabilities in connection with this Agreement to the amounts below or if not specified in amounts approved by the Island Authority acting reasonably:

26.2.1 a public liability insurance policy with a limit of at least £25,000,000 per claim, covering environmental risks reasonably associated with the provision of the Ferry Services, including oil pollution, wreck removal and spillage risks;

26.2.2 employer's liability insurance with a limit of at least £10,000,000 per claim;

26.2.3 vehicle insurances in respect of vehicles used in the Port Maritime Area in connection with the provision of the Ferry Services.

26.3 On the written request of the Island Authority, the Operator shall provide the Island Authority with a copy of each insurance policy it is required to maintain under this Clause 26.

27. CHANGE IN LAW

27.1 If, after the Effective Date, a Relevant Change in Law occurs and such Relevant Change in Law materially adversely affects the Operator's ability to perform the Services in accordance with this Agreement and/or significantly increases the Operator's costs in connection with performing the Services in accordance with this Agreement, then, without prejudice to any other rights of the Parties under this Agreement either Party shall be entitled to give the other Party an Operator Notice of Variation or an Island Authority Notice of Variation in accordance with Schedule 15.

28. EMPLOYEE PROVISIONS

28.1 The Operator's Personnel

28.1.1 The Operator shall during the Term ensure that:

(a) each of the Operator's Personnel is suitably qualified, adequately trained, able to communicate fluently in English and capable of providing the applicable Services in respect of which they are engaged;

(b) there is an adequate number of Operator's Personnel to provide the Services properly;

(c) only those of the Operator's Personnel (and personnel of the Operator's Related Parties) who are authorised by the Island Authority (under the authorisation procedure to be agreed between the Parties) will be allowed access to the Island Port Facilities;

(d) all of the Operator's Personnel comply with all of the Island Authority's policies including the Port Rules and those that apply to persons who are allowed access to the Island Port Facilities.

28.1.2 The Island Authority may refuse to grant access to, and remove, any of the Operator's Personnel who do not comply with any such policies or the Port Rules, or if they otherwise present a security threat.

28.1.3 The Operator shall replace any of the Operator's Personnel who the Island Authority reasonably decides have failed to carry out their duties with reasonable skill and care. Following the removal of any of the Operator's Personnel for any reason, the Operator shall ensure such person is replaced promptly with another person with the necessary training and skills to meet the requirements of the Services.

28.1.4 The Operator shall maintain up-to-date personnel records on the Operator's Personnel engaged in the provision of the Services and, on request, provide reasonable information to the Island Authority on the Operator's Personnel.

28.2 **Employee transfer provisions**

The employee transfer provisions contained in Schedule 18 will apply on commencement and on expiry or termination of this Agreement.

29. COMPLIANCE WITH LAW AND MANDATORY POLICIES

29.1 **Compliance with anti-corruption, sanctions, competition and equalities laws**

29.1.1 Without prejudice to the generality of Clause 23.2.1, in performing its obligations under the Agreement, the Operator shall comply with (to the extent applicable to the Operator or the Services, or both):

(a) the Corruption (Jersey) Law 2006;

(b) the Sanctions and Asset-Freezing (Jersey) Law 2019;

(c) the Competition (Jersey) Law 2005;

(d) the Human Rights (Jersey) Law 2000;

(e) the Discrimination (Jersey) Law 2013;

(f) the Health and Safety at Work (Jersey) Law 1989;

(g) the Health and Safety at Work (Freight Containers Safety Convention) (Jersey) Regulations 1994;

(h) the Health and Safety at Work (Freight Containers Safety Convention) (Approvals) (Jersey) Order 1995; and

(i) the Health and Safety at Work (Freight Containers Safety Convention) Ordinance, 1992.

29.2 **Compliance with Mandatory Policies**

29.2.1 Without prejudice to the generality of Clause 23.1.6, in performing its obligations under the Agreement, the Operator shall comply with the following policies of the Island Authority (as amended from time to time):

(a) Jersey Competition Law;

(b) Jersey Health and Safety Guidance.

30. DISASTER RECOVERY

30.1 No later than three months before the Mobilisation and Transition Services Long Stop Date, and no later than three months before every second anniversary of the Effective Date during the Term the Operator shall prepare and submit to the Island Authority, for its review and approval, a draft Disaster Recovery Plan (or as the case may be) an updated Disaster Recovery Plan.

30.2 The Island Authority shall review and comment on the draft Disaster Recovery Plan as soon as reasonably practicable. Following such review, the Island Authority shall formally approve or reject the draft Disaster Recovery Plan or (as the case may be) the updated Disaster Recovery Plan no later than 20 Business Days after the date on which the draft Disaster Recovery Plan is first delivered to the Island Authority.

30.3 If the Island Authority rejects the draft Disaster Recovery Plan or (as the case may be) the updated Disaster Recovery Plan, it shall inform the Operator in writing of its reasons for its rejection. The Operator shall then revise the draft Disaster Recovery Plan or (as the case may be) the updated Disaster Recovery Plan (taking account of the Island Authority's comments and requests for amendments) and shall submit a revised draft Disaster Recovery Plan or (as the case may be) a revised updated Disaster Recovery Plan to the Island Authority for its approval within ten Business Days of the date of the Island Authority's notice of rejection. The provisions of Clause 30.2 shall apply again to any resubmitted draft Disaster Recovery Plan or (as the case may be) resubmitted updated Disaster Recovery Plan, provided that if the Island Authority rejects the resubmitted draft Disaster Recovery Plan or (as the case may be) resubmitted updated Disaster Recovery Plan, either party may refer any disputed matters for resolution in accordance with the provisions of Clause 55.

30.4 The Operator shall ensure that it is able to implement the Disaster Recovery Plan at any time in accordance with its terms.

30.5 The Operator shall test the Disaster Recovery Plan on a regular basis (and, in any event no less than once every 12 months period from the Operational Commencement Date). The Island Authority shall be entitled to participate in such tests as it may reasonably require.

30.6 Following each test, the Operator shall send to the Island Authority a written report summarising the results of the test and shall promptly implement at the Operator's expense any actions or remedial measures which the Island Authority reasonably considers to be necessary as a result of those tests.

31. DATA PROTECTION

The Parties shall comply with the data protection requirements as set out in Schedule 19.

32. REMEDIATON PLAN

32.1 If the Operator commits a Default and the Default is capable of remedy, the Island Authority may not terminate this Agreement without first operating the Remediation Plan Process. If the Operator commits such a Default, which is capable of remedy the Island Authority shall serve a remediation notice on the Operator (the **Remediation Notice**) which shall specify the Default in outline and the actions the Operator needs to take in order to remedy the Default.

32.2 Within five Business Days of receipt of a Remediation Notice, the Operator shall either:

32.2.1 submit a draft Remediation Plan; or

32.2.2 inform the Island Authority that it does not intend to submit a Remediation Plan, in which event the Island Authority shall be entitled to serve a termination notice under Clause 33.1.1.

32.3 The Island Authority (acting reasonably) shall either approve the draft Remediation Plan within ten Business Days of its receipt pursuant to Clause 32.1, or it shall inform the Operator why it cannot accept the draft Remediation Plan. In such circumstances, the Operator shall address all such concerns in a revised Remediation Plan, which it shall submit to the Island Authority within five Business Days of its receipt of the Island Authority's comments. If no such notice is given, the Operator's draft Remediation Plan shall be deemed to be agreed.

32.4 Once agreed, the Operator shall immediately start work on the actions set out in the Remediation Plan.

32.5 If, despite the measures taken under Clause 32.2, a Remediation Plan cannot be agreed within five Business Days then the Island Authority may elect to end the Remediation Plan Process and serve a termination notice under Clause 33.1.1, provided that such notice is served no later than three months after the Island Authority has informed the Operator that it is electing to end the Remediation Plan Process.

32.6 If a Remediation Plan is agreed between the Parties, but the Operator fails to implement or successfully complete the Remediation Plan by the completion date stipulated therein, the Island Authority may:

32.6.1 terminate this Agreement by serving a termination notice under Clause 33.1.1, provided that such notice is served no later than three months after the completion date stipulated in the Remediation Plan;

32.6.2 give the Operator a further opportunity to resume full implementation of the Remediation Plan; or

32.6.3 escalate any issues arising out of the failure to implement the Remediation Plan for resolution in accordance with the provisions of Clause 55.

32.7 If, despite the measures taken under Clause 32.6 (Operator's failure to implement the remediation plan) the Operator fails to implement the Remediation Plan in accordance with its terms, the Island Authority may elect to end the Remediation Plan Process and refer the matter for resolution in accordance with the provisions of Clause 55 or serve a termination notice under Clause 33.1.1, provided that such notice is served before the Default is remedied by the Operator.

32.8 The Island Authority shall not be obliged to follow the Remediation Plan Process if there is a repetition of substantially the same Default as had previously been addressed in a Remediation Plan within a period of six months following the conclusion of such previous Remediation Plan. In such event, the Island Authority may serve a termination notice, provided that such notice is served before the Default is remedied by the Operator.

33. TERMINATION

33.1 Termination for the Operator's Default

Subject to Clause 32 (Remediation Plan) and without prejudice to any other rights or remedies the Island Authority may have, the Island Authority may issue a termination notice (which should specify the Termination Date) to the Operator if one or more of the following occurs or exists:

33.1.1 the Operator is in material breach (which could constitute a single material breach, or a number of breaches or repeated breaches that, taken together, constitute a material breach) of this Agreement (**Default**), and such breach is:

(a) irremediable;

(b) capable of being remedied but has not been remedied in accordance with the Remediation Plan Process (subject to the provisions of Clause 32); or

(c) a repetition of substantially the same Default as has previously been addressed in a Remediation Plan within a period of six months following the conclusion of such previous Remediation Plan;

33.1.2 in relation to the Remediation Plan the Operator fails to implement or successfully complete the Remediation Plan in accordance with the Remediation Plan Process (subject to the provisions of Clause 32);

33.1.3 the Operator has not achieved the ability to provide the Ferry Services by the Mobilisation and Transition Long Stop Date;

33.1.4 the Operator fails to commence the Ferry Services from the Operational Commencement Date, provided that the termination notice is served before the Operator commences the Ferry Services;

33.1.5 any of the Consents is withdrawn, revoked, cancelled, suspended or made conditional on a condition or conditions that the Operator is unable to immediately fulfil, which has a material adverse effect on the Operator's ability to perform the Services;

33.1.6 the Operator fails to provide the Ferry Services for a continuous period of not less than 14 days, other than by reason of a Relevant Event;

33.1.7 the Operator fails to comply with the Island Authority's instructions in connection with the provision of the Services pursuant to an Emergency Event under Clause 13.2 for a period of not less than three Business Days, and provided that the Island Authority has first given the Operator three Business Days' written notice of the failure and the Operator has failed to cure such default within such notice period;

33.1.8 the Operator fails to take the remedial steps required by the Island Authority under Clause 8.3.3 within the required timeframes;

33.1.9 if any of the Operator's liability caps are met (whether per event, per Contract Year or in aggregate as specified in Clause 24.4.2) and the Parties are unable to agree to an increase in the respective cap (that is, per event in respect of the event in question, per Contract Year in respect of that Contract Year, or in aggregate as applicable) within 30 days following the applicable cap being reached, the Island Authority may terminate this Agreement (provided that where an enhanced cap is offered by the Operator within the 30 day time period equal in value to the original cap being enhanced, such offer shall be deemed to be agreed);

33.1.10 the Operator fails to comply with any of the provisions of Clause 16.3, 16.4, 16.5 and 16.6 and (in respect of breach of Clause 16.5 or 16.6 only) such breach is not cured within 14 days of written demand by the Island Authority;

33.1.11 the Operator's board of directors does not approve an investment to be made under the Vessel Investment Plan before the date falling twelve (12) months before the date on which

investment is to be made (being the date specified in the rightmost column in the table in Schedule 12, as the same may extended in accordance with the provisions of Schedule 3) or

33.1.12 as may be provided for in Schedule 13.

33.2 **Termination for breach**

If the Island Authority commits a material breach (which could constitute a single material breach, or a number of breaches or repeated breaches that, taken together, constitute a material breach) of this Agreement, the Operator may serve a notice on the Island Authority requiring it to remedy such breach within 30 days of the notice (the **Remedy Period**). If the Island Authority fails to remedy the breach within the Remedy Period, the Operator may terminate this Agreement by serving written notice on the Island Authority, such notice to expire not earlier than 12 weeks from the end of the Remedy Period.

33.3 **Termination for KPI failure**

Without prejudice to any other rights or remedies the Island Authority may have, the Island Authority may terminate this Agreement in accordance with the provisions of Schedule 13.

33.4 **Termination for Force Majeure**

The Island Authority or the Operator may, during the continuance of any Force Majeure Event which prevents the Operator from providing all or a material part of the Services, terminate this Agreement by written notice to the Operator or the Island Authority (as applicable) if the Force Majeure Event continues for the period set out in Clause 18.5.

33.5 **Termination for failure to pay the Concession Fee**

Without prejudice to any other rights or remedies the Island Authority may have, the Island Authority may terminate this Agreement by giving the Operator written notice in the event that the Operator fails to pay an undisputed sum due to the Island Authority under this Agreement or otherwise which and such failure continues for 60 days from receipt by the Operator of notice of non-payment from the Island Authority.

33.6 **Termination for Insolvency Event**

The Island Authority may terminate this Agreement with immediate effect by giving written notice to the Operator if the Operator experiences an Insolvency Event.

33.7 **Termination for breach of exclusivity**

If the Island Authority breaches any of the Island Authority's obligations under Clause 4, the Operator may serve a notice on the Island Authority requiring it to remedy the breach within 14 days of the notice (the **Remedy Period**). If the Island Authority fails to remedy the breach within the Remedy Period, the Operator may terminate this Agreement by serving written notice on the Island Authority, such notice to expire not earlier than 12 weeks from the end of the Remedy Period.

33.8 **Consequences of termination**

33.8.1 Following the service of a notice to terminate for any reason, the Parties shall continue to perform their respective obligations under this Agreement until the effective date of termination. On termination or expiry of this Agreement, the Surviving Clauses shall continue in force.

33.9 **Purchase Option**

33.9.1 Following the service of a notice to terminate for any reason (other than expiry of the Term) the Island Authority shall have the option to purchase from the Operator any Vessels owned by the Operator which was acquired by the Operator under the Vessel Investment Plan at fair market value (as determined in accordance with Clause 33.9.2) (the "**Purchase Option**"), provided that the Island Authority exercises its Purchase Option by service of written notice on the Operator no later than fourteen (14) days from the date on which a notice of termination was served.

33.9.2 In the event that the Island Authority exercises its right(s) under Clause 33.9.1, it shall notify the Operator and the Parties shall instruct the Approved Brokers to determine the fair market value of the relevant Vessel(s). Such valuation shall be determined on the basis of a sale, for prompt delivery for cash, on normal arm's length commercial terms as between a willing seller and a willing buyer and in the market conditions prevailing at the time. The fees of the Approved Brokers instructed in accordance with this Clause 33.9 shall be shared equally between the Operator and the Island Authority.

33.9.3 Any purchase of a Vessel by the Island Authority in accordance with this Clause 33.9 shall be documented on the basis of the BIMCO SHIPSALE 22, or if applicable, the most recently updated version thereof, in each case with logical amendments only.

33.9.4 Where a Vessel is purchased by the Island Authority under this Clause 33.9, the Operator shall procure the delivery of such Vessel(s) free of all charters, encumbrances, mortgages and maritime liens or any other debts whatsoever.

33.10 **Charter Put Option**

33.10.1 Following the service of a notice to terminate for any reason (other than expiry of the Term) and in the absence of the exercise by the Island Authority of the Purchase Option in respect of any Vessels owned by the Operator which was acquired by the Operator under the Vessel Investment Plan (each such Vessel being an "**Unoptioned Vessel**") the Operator shall have the option to charter to the Island Authority on a bareboat basis any Unoptioned Vessel(s) at the Fair Market Rate (as determined and adjusted in accordance with Clause 33.10.2) and for a period expiring on the 20th anniversary of the Operational Commencement Date or such for such shorter period as determined by the Operator (the "**Charter Put Option**"), provided that the Operator exercises its Charter Put Option by service of written notice on the Island Authority no later than twenty-one (21) days from the date on which a notice of termination was served.

33.10.2 If the Operator exercises its right(s) under Clause 33.10.1, it shall notify the Island Authority, and the Parties shall instruct the Approved Brokers to determine the fair market rate of the relevant Vessel(s), being the bareboat charter hire determined on the basis of a bareboat charter, for prompt delivery, on normal arm's length commercial terms as between a willing owner and a willing charterer and in the market conditions prevailing at the time (the "**Fair Market Rate**"). The fees of the Approved Brokers instructed in accordance with this Clause 33.10.2 shall be shared equally between the Operator and the Island Authority.

33.10.3 Following each 1-year anniversary of the determination of the Fair Market Rate in respect of any Vessel, the bareboat charter rate payable by the Island Authority in respect of such Vessel shall be increased by the Base Line Inflation Level.

33.10.4 Any chartering out of a Vessel by the Operator in accordance with this Clause 33.10 shall be documented on the basis of the BIMCO BARECON 2017, or if applicable, the most recently updated version thereof, in each case with logical amendments only.

33.11 Upon notification by the Island Authority to the Operator of the exercise of the Purchase Option, or (in the absence of any exercise of the Purchase Option) upon notification by the Operator to the Island Authority of the exercise of the Charter Option, the Parties shall seek agree the Approved Brokers and their appointment, within 10 days following the relevant notification. In the absence of agreement within this timescale either Party may request the President of the Institute of Chartered Shipbrokers to elect the Appointed Brokers on their behalf.

34. TRANSITION PROVISIONS

34.1 Application

The provisions of this Clause 33.10 shall apply in the event of termination of this Agreement after the Operational Commencement Date or upon expiry of this Agreement.

34.2 Transfer Transition Plan

34.2.1 By no later than 12 months prior to the expiry of the Operating Period, the Operator shall submit to the Island Authority, for its review and approval, a draft Transfer Transition Plan.

34.2.2 If the Island Authority disapproves of any aspect of the draft Transfer Transition Plan it shall so notify the Operator within 20 Business Days of delivery of the draft Transfer Transition Plan and such notice shall include written reasons to the Operator indicating whether and, if so (in general terms) how, the disapproved draft Transfer Transition Plan could be amended in order to be approved and the Operator shall prepare and resubmit for approval by the Island Authority, as soon as practicably possible a revised Transfer Transition Plan.

34.2.3 If the Island Authority does not notify the Operator within the time period mentioned in Clause 34.2.2, that version of the Transfer Transition Plan shall be deemed approved.

34.2.4 If the Parties are unable to agree the Transfer Transition Plan within 40 Business Days of the date on which the draft Transfer Transition Plan was first provided to the Island Authority, either Party may refer such dispute for resolution in accordance with the provisions of Clause 55.

34.2.5 Each Party shall carry its own costs in connection with the development and implementation of the Transfer Transition Plan. The Operator may charge the Replacement Service Provider for its assistance in implementing the Transfer Transition Plan on a time and material basis (at cost +10%).

35. SUB-CONTRACTING

35.1 Some (but not all) of the Services may be sub-contracted by the Operator to (i) an Affiliate, or (ii) a subcontractor with the prior written consent of the Island Authority, provided that, in the event of the Operator sub-contracting the performance of its obligations under this Agreement, the Operator shall:

35.1.1 remain primarily liable for the performance of those obligations;

35.1.2 ensure that any subcontractor complies with and observes the terms and conditions of this Agreement as if it was an original party to this Agreement;

35.1.3 ensure that any subcontractor has obtained all necessary Consents from the Regulatory Authorities prior to commencing any work; and

35.1.4 ensure that any sub-contract entered into by the Operator with any subcontractor contains a provision that does not allow any further sub-contracting.

35.2 The Island Authority will not have any obligation whatsoever to pay any sums due to any subcontractor appointed by the Operator in accordance with Clause 35.1 for the provision of Services by such subcontractor.

35.3 Upon termination or expiry of this Agreement, the Operator will be solely liable to pay in full any sums due to any subcontractor appointed by the Operator in accordance with Clause 35.1 for the provision of Services by such subcontractor.

36. ASSIGNMENT AND OTHER DEALINGS

36.1 Subject to Clause 35 and Clause 36.2, the Operator shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement without the prior written consent of the Island Authority.

36.2 The Operator may at any time assign any or all of its rights and obligations under this Agreement to one of its Affiliates for as long as such company remains an Affiliate, provided that:

36.2.1 the Operator demonstrates to the Island Authority's reasonable satisfaction that such Affiliate is financially and operationally capable of providing the Services; and

36.2.2 if requested by the Island Authority, the Operator agrees to guarantee the performance and payment of all obligations and liabilities of such Affiliate under this Agreement in a form satisfactory to the Island Authority (acting reasonably),

and the Operator shall procure that such Affiliate assigns those rights back to it or to such other Affiliate as it may nominate immediately before that Affiliates ceases to be an Affiliate.

36.3 The Island Authority may at any time assign any or all of its rights and obligations under this Agreement.

37. NOT USED

38. ISLAND AUTHORITY'S INFORMATION OBLIGATIONS

38.1 The Operator acknowledges and agrees that the Island Authority may be required to disclose any part of the Agreement or any of the Operator's Confidential Information, or any information provided by the Operator to the Island Authority as part of the tender process pursuant to the FOI Laws.

38.2 The Island Authority may request information and/or assistance from the Operator in relation to the disclosure of information pursuant to the FOI Laws. The Operator shall respond to any such requests within two (2) Business Days and shall co-operate fully with the Island Authority with whatever actions the Island Authority (acting reasonably) deems it appropriate to take for the purposes of this Clause 38 and shall provide all reasonable assistance to the Island Authority for that purpose.

38.3 The Operator acknowledge that the Island Authority shall apply its own discretion in any decision to make a disclosure under the FOI Laws.

39. CONFIDENTIALITY

39.1 **Basic rule**

Each Party shall keep the other Party's Confidential Information secret and confidential and shall not:

39.1.1 use such Confidential Information except for the purpose of exercising or performing its rights and obligations under or in connection with this Agreement (the **Permitted Purpose**); or

39.1.2 disclose such Confidential information in whole or in part to any third party, except as expressly permitted by this Clause 39.

39.2 **Exceptions**

39.2.1 A Party may disclose the other Party's Confidential information to those of its Representatives and its Affiliates' Representatives who need to know such Confidential Information for the Permitted Purpose, provided that:

(a) it informs such Representatives of the confidential nature of the Confidential Information before disclosure;

(b) it procures that its Representatives shall, in relation to any Confidential Information disclosed to them, comply with the obligations set out in this Clause as if they were a party to this Agreement; and

(c) it is liable at all times for the failure of any Representatives to comply with the obligations set out in this Clause 39.2.1.

39.2.2 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed either pursuant to the provisions of Clause 38 or otherwise by law, by the rules of any recognised stock exchange or under any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible.

39.2.3 The provisions of this Clause 39 do not apply to any Confidential information which:

(a) is or becomes available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this Clause);

(b) was available to the receiving Party on a non-confidential basis before disclosure by the disclosing Party;

(c) was, is, or becomes available to the receiving Party on a non-confidential basis from a person who, to the receiving Party's knowledge, is not bound by a confidentiality agreement with the disclosing Party or otherwise prohibited from disclosing the information to the receiving Party;

(d) the Parties agree in writing is not confidential or may be disclosed; or

(e) which is disclosed by the Island Authority on a confidential basis to any central government or regulatory body.

39.3 The provisions of this Clause 39 shall survive for a period of three years from the Termination Date.

40. **ANNOUNCEMENT**

The Operator shall not:

40.1.1 make any press announcements or publicise this Agreement or its contents in any way; or

40.1.2 use the Island Authority's names or logos in any promotion or marketing or announcement of orders,

without the prior written consent of the Island Authority, which shall not be unreasonably withheld or delayed, except as required by Applicable Law, any Regulatory Authority, any court or other authority of competent jurisdiction.

41. ENTIRE AGREEMENT

41.1 This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

41.2 Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (in each case whether made innocently or negligently) that is not set out in this Agreement. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.

42. FURTHER ASSURANCE

At its own expense, each Party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Agreement.

43. COSTS

Each Party shall bear its own costs and expenses (including advisers' fees and expenses) in connection with the preparation, negotiation and completion of this Agreement.

44. VARIATION

44.1 Variations for Specified Events

44.1.1 The Operator may suggest a potential Variation to the Island Authority at any time by submitting an Operator Notice of Variation to the Island Authority. The provisions of Schedule 15 shall apply to such Operator Notice of Variation.

44.1.2 The Island Authority may suggest a potential Variation to the Operator at any time by submitting an Island Authority Notice of Variation to the Operator. The provisions of Schedule 15 shall apply to such Island Authority Notice of Variation.

44.2 Continued Performance

The Parties shall continue to perform their obligations, responsibilities or liabilities under this Agreement notwithstanding the issue of any Operator Notice of Variation or Island Authority Notice of Variation.

44.3 Variations to be in writing

Without prejudice to Schedule 15, no variation of this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

45. **WAIVER**

45.1 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

45.2 Except as explicitly set out in this Agreement, a delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

46. **RIGHTS AND REMEDIES**

Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

47. **SEVERANCE**

47.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.

47.2 If any provision or part-provision of this Agreement is deemed deleted under clause 47.1, the Parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

48. **NOT USED**

49. **NO PARTNERSHIP OR AGENCY**

49.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another Party, or authorise any Party to make or enter into any commitments for or on behalf of any other Party.

49.2 Each Party confirms it is acting on its own behalf and not for the benefit of any other person.

50. **ISLAND AUTHORITY**

50.1 The Island Authority shall nominate an authorised representative who will have authority to act on behalf of the Island Authority and contractually bind the Island Authority in respect of all matters relating to the performance of this Agreement (the **Island Authority Authorised Representative**). The first Island Authority Authorised Representative is listed in Schedule 17. The Island Authority may, following notice to the Operator, replace the Island Authority Authorised Representative from time to time.

50.2 The Operator shall, save where expressly stated otherwise, communicate solely with and shall be entitled to rely solely on the Island Authority Authorised Representative.

51. **NOTICES**

51.1 Subject to Clause 51.3, any notice given to a Party under or in connection with this Agreement shall be in writing marked for the attention of the Party's Authorised Representative and shall be:

51.1.1 delivered by hand or by next working day delivery service to the following address (or an address substituted in writing by the Party to be served):

(a) Island Authority:

(i) Chief Officer of the Department for the Economy, Union Street, St Helier, Jersey JE2 3DN; and

(ii) Chief Executive Officer of Ports of Jersey, Ports of Jerset, St Peter, Jersey JE1 1BY,

with a copy to:

(iii) Government of Jersey: Law Officers' Department, Morier House, St Helier, Jersey JE1 1DD;

(b) Operator: DFDS A/S, Marmorvej 18, DK-2100 Copenhagen, Denmark

51.1.2 sent by email to the following addresses (or an address substituted in writing by the Party to be served):

(a) Island Authority:

(i) Chief Officer of the Department for the Economy email address currently r.corrigan@gov.ie ; and

(ii) Chief Executive Officer of Ports of Jersey email address currently [redacted]; with a copy to:

(iii) Government of Jersey Law Officers' Departmen[redacted]

(b) Operator: To the email addresses specified for the Operator's Authorised Representatives, with a copy to [redacted]

51.2 Any notice shall be deemed to have been received:

51.2.1 if delivered by hand, at the time the notice is left at the proper address;

51.2.2 if sent by next working day delivery service, at 9.00 am on the second Business Day after posting; or

51.2.3 if sent by email, at the time of transmission, or if this time falls outside Working Hours in the place of receipt, when Working Hours resume.

51.3 This Clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

52. COUNTERPART

52.1 This Agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original of this Agreement, but all the counterparts shall together constitute the one agreement.

52.2 Transmission of the executed signature page of a counterpart of this Agreement by email (in PDF, JPEG or other agreed format) shall take effect as the transmission of an executed "wet-ink" counterpart of this Agreement. If this method of transmission is adopted, without prejudice to the validity of the Agreement thus made, each party shall on request provide the other with the "wet ink" hard copy original of their counterpart.

52.3 No counterpart shall be effective until each Party has provided to the others at least one executed counterpart.

53. THIRD PARTY RIGHTS

53.1 The Agreement does not give rise to any rights to any third party to enforce any term of this Agreement.

54. GOVERNING LAW

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law.

55. DISPUTE RESOLUTION

Save to the extent that this Agreement expressly provides otherwise, any dispute arising out of or in connection with this Agreement during or after the expiry of the Term shall be determined in accordance with Schedule 16. This applies whether or not an express reference to this Clause 55 is made in this Agreement.

56. JURISDICTION

56.1 Subject to Clause 55, any dispute arising out of or in connection with this Contract shall be referred to arbitration in London in accordance with the English Arbitration Act 1996 or any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this Clause 56. The seat of the arbitration shall be England, even where the hearing takes place outside England. The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) Terms current at the time when the arbitration proceedings are commenced.

56.2 The reference shall be to three arbitrators, one to be appointed by the Operator, one appointed by the Island Authority and the third, subject to the provisions of the LMAA Terms, by the two so appointed. A Party wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such appointment in writing to the other Party requiring the other Party to appoint its own arbitrator within fourteen (14) calendar days of that notice and stating that it will appoint its arbitrator as sole arbitrator unless the other Party appoints its own arbitrator and gives notice that it has done so within the 14 days specified. If the other Party does not appoint its own arbitrator and give notice that it has done so within the 14 days specified in the notice, the Party referring a dispute to arbitration may, without the requirement of any further prior notice to the other Party, appoint its arbitrator as sole arbitrator and shall advise the other Party accordingly. The award of a sole arbitrator shall be binding on both Parties as if the arbitrator had been appointed by agreement.

56.3 Nothing herein shall prevent the Parties agreeing in writing to vary these provisions to provide for the appointment of a sole arbitrator.

56.4 In cases where neither the claim nor any counterclaim exceeds the sum of USD 100,000 (or its GBP equivalent or such other sum as the Parties may agree) the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at the time when the arbitration proceedings are commenced.

56.5 In cases where the claim or any counterclaim exceeds the sum agreed for the LMAA Small Claims Procedure and neither the claim nor the counterclaim exceeds the sum of USD 400,000 (or its GBP equivalent or such other sum as the parties may agree) the Parties may further agree that the arbitration shall be conducted in accordance with the LMAA Intermediate Claims Procedure current at the time when the arbitration proceedings and commenced. Where the reference is to three arbitrators the procedure for making appointments shall be in accordance with the procedure for full arbitration stated above.

SCHEDULE 1
Minimum Service Requirements

Northern Route

A rotation for the Northern Route is defined as a journey which sails from a UK Port to Jersey and then returns to a UK Port.

Ro-Ro/freight rotations are itemised separately in the table below. However, Ro-Pax and HSC rotations (11 in peak season and 5 in other seasons) will also count towards the Ro-Ro / freight rotation minimum requirements if it has allocated freight capacity of at least 25% of its total capacity.

However, for the avoidance of doubt the Ports of Jersey do not have the availability, nor is there any desire, for any Ro-Pax and HSC services to arrive or leave at an unsuitably early or late times.

Southern Route

A rotation for the Southern Route is defined as a journey which sails from the French Port to Jersey and then returns to the French Port.

Northern Route		
	Number of rotations per week – Peak season	**Number of rotations per week – Seasons other than peak season**
Ro-Ro / Freight	6	6
Ro-Pax	*6*	5 (aggregate for Ro-Pax and HSC)
HSC	5	
Southern Route		
HSC	11	4
HSC trip dedicated to freight	1	1

MINIMUM SERVICE REQUIRMENTS - CAPACITY

Subject to the further terms of the Agreement it shall be fundamental to Minimum Services Requirements that Northern Route, Southern Route on the Vessels shall accommodate all those volumes of Passengers, Vehicles and Freight at not be less than 120% of the volumes set out in historic 2023 Jersey volume data set (the Operator acknowledges it is aware of this data set).

SCHEDULE 2
Ancillary Tasks

1. **Port & Harbour Logistics**

1.1 **Port Infrastructure Assessment:** The Operator will conduct assessments of port infrastructure to ensure the needs of vessels, customers, and employees are met safely and efficiently. This includes evaluating berth allocation, scheduling, and the overall layout and functionality of port facilities. The Operator will continuously assess and support improvement of port infrastructure to support optimal turnaround times and maintain Sailing Schedules.

1.2 **Traffic Management:** The Operator will review and align with port traffic management plans to ensure safe and efficient operations. This includes coordinating with other port users, complying with local health and safety regulations, and managing traffic flow to prevent congestion. The Operator will use historical data to identify and address common issues.

1.3 **Passenger and Freight Flow Management:** The Operator will implement efficient check-in and boarding procedures, segregate dangerous goods, and ensure smooth traffic flow. Digital systems will be used to allocate embarkation lanes and manage documentation. The Operator will protect the safety of passengers and crew during boarding and unloading.

1.4 **Crew Training and Knowledge:** The Operator will facilitate that all crew members have the necessary certifications, licenses, and training. This includes specific training for the port of Jersey and regular updates through the Operator's learning management system. Crew will be familiar with emergency response plans, health and safety regulations, and environmental laws.

1.5 **Utilisation of Port Services and Facilities:** The Operator will use existing port services for fuelling, waste disposal, and maintenance. Pilots will be used until captains obtain pilot exemption certificates.

1.6 **Risk Management and Contingency Planning:** The Operator will conduct risk assessments and develop mitigation plans for safety, security, environmental impact, and operational disruptions. This includes aligning with port emergency response protocols and maintaining regular communication with port authorities.

2. **Operating Management**

2.1 **Emergency Response and Business Continuity:** The Operator will implement local emergency response plans and business continuity plans for the Port of Jersey. This includes aligning with port authorities, communicating with stakeholders, and ensuring the continuation of services during disruptions.

2.2 **Continuous Improvement:** The Operator will leverage digital innovations and employee insights to continuously improve operations. Data from customer surveys and KPIs will inform improvement targets. The Operator will work with port authorities to enhance customer experience and operational efficiencies.

2.3 **Risk Monitoring and Management:** The Operator will use centralised control systems to monitor health and safety risks. Near misses will be actively reported and investigated. The Operator will employ a dedicated Health and Safety Manager for the Routes and facilitate training for all employees.

2.4 **Contingency Planning:** The Operator will maintain contingency plans for disruptions due to weather, technical issues, or other factors, including with respect to adjusting Sailing Schedules, using alternative vessels, and maintaining effective communication with stakeholders. The Operator will prioritise customer experience and safety during disruptions.

SCHEDULE 3
Pricing and Mean Average Pricing

1. **DEFINITIONS**

In this Schedule, the following expressions shall have the following meanings:

Average Fare has the meaning given in paragraph 2.2.3 of this Schedule.

Freight Rates has the meaning given in paragraph 3.1.1 of this Schedule.

Maximum Passenger and Vehicle Fare Caps has the meaning given in paragraph 2.1.2 of this Schedule.

Mean Average Passenger and Vehicle Fare has the meaning given in paragraph 2.2.1 of this Schedule.

Passenger and Vehicle Fares has the meaning given in paragraph 2.1.1 of this Schedule.

Services ROIC means the Operator's ROIC realized in connection with providing the Services in a given period, determined in accordance with the provisions Part 1 of the sub-Schedule to this Schedule.

ROIC means return on invested capital (ROIC) expressed as a percentage, determined in accordance with the provisions of Part 1 of the sub-Schedule to this Schedule.

Cumulative ROIC means the Operator's ROIC realized by the Operator during the period since the date of this Agreement determined in accordance with the provisions Part 1 of the sub-Schedule to this Schedule.

Cumulative ROIC Threshold means, in respect of any point in time, the percentage set out against such time in the Part 2 of the sub-Schedule to this Schedule in the column headed "Cumulative ROIC threshold".

Monitoring Committee has the meaning given to it in paragraph 8.1 of this Schedule.

Fixed Surcharges has the meaning given to it in paragraph 9.2 of this Schedule.

Commodity Rate has the meaning given to it in paragraph 3.1.2 of this Schedule.

2. **PASSENGER AND VEHICLE FARE**

2.1 **Maximum passenger and vehicle fares**

2.1.1 The maximum fare the Operator may charge to customers for each of the fare types contained in Table 1 below (together the **Passenger and Vehicle Fares**) shall not exceed the relevant Maximum Passenger and Vehicle Fare Cap. For the avoidance of doubt, the foregoing shall not apply to any fare types not specified in Table 1.

2.1.2 The maximum passenger and vehicle fare caps for each of the fare types contained in Table 1 below in respect of the first Contract Year are set out in the relevant column in in Table 1 of this Schedule (together the **Maximum Passenger and Vehicle Fare Caps**).

2.1.3 In respect of each subsequent Contract Year, the Maximum Passenger and Vehicle Fare Caps shall be the Maximum Passenger and Vehicle Fare Caps for the immediately preceding Contract Year as adjusted in accordance with the Base Line Inflation Level.

Table 1 – Contract Year 1 Passenger and Vehicle Fare Cap and indicative Mean Average Passenger and Vehicle Fare

Fare	Maximum Passenger and Vehicle Fare Caps	Indicative Mean Average Passenger and Vehicle Fares
Northern Route		
Standard Car up to 1.85m High x 4.8m Length with 2 Adults and 1 Child	£345	£[redacted]
Adult foot passenger	£58	£[redacted]
Child foot passenger	£46	£[redacted]
Standard Car up to 1.85m High x 4.8m Length + Low Trailer and 2 Adults	£506	£[redacted]
High Car over 1.85m + High trailer and 2 Adults	£552	£[redacted]
Motorbike and rider	£155	£[redacted]
Additional Adult vehicle passenger	£46	£[redacted]
Motor home/minibus/Van up to 3.1m High & 7m Length + 2 Adults	£391	£[redacted]
Southern Route		
Standard Car up to 1.85m High x 4.8m Length with 2 Adults and 1 Child	£247	£[redacted]
Adult foot passenger	£52	£[redacted]
Child foot passenger	£46	£[redacted]
Standard Car up to 1.85m High x 4.8m Length + Low Trailer and 2 Adults	£345	£[redacted]
High Car over 1.85m + High trailer and 2 Adults	£391	£[redacted]
Motorbike and rider	£109	£[redacted]
Additional Adult vehicle passenger	£34	£[redacted]
Motor home/minibus/Van up to 3.1m High & 7m Length + 2 Adults	£288	£[redacted]

2.2 **Mean average fares**

2.2.1 The mean average passenger and vehicle fares in respect of the second Contract Year (together the **Mean Average Passenger and Vehicle Fares**) will be determined by the Parties within three (3) months after first anniversary of the Operational Commencement Date. No Mean Average Passenger and Vehicle Fares will apply during the first Contract Year. The indicative Mean Average Passenger and Vehicle Fares listed in Table 1 are

provided for information only as what such mean fares may have been (having regard to the Operator's Tender Response), and that it is the expectation of the Parties that the Mean Average Passenger and Vehicle Fares determined under this paragraph 2.2.1 shall not materially depart from these indicative fares (having regard to the annual adjustments in accordance with paragraph 2.1.3).

2.2.2 In respect of each subsequent Contract Year after the second, the Mean Average Passenger and Vehicle Fare shall be the Mean Passenger and Vehicle Fares for the immediately preceding Contract Year as adjusted in accordance with the Base Line Inflation Level. In respect of the first adjustment at the beginning of the second Contract Year, the Parties will cooperate in good faith (and in any event the Operator will take such actions that are needed) to neutralize (that is, to ensure that the Operator obtains no overall revenue advantage from) the effects of the adjustment being made after a period of less than 12 months.

2.2.3 The Operator shall ensure that in any Contract Year, the total revenue generated for each of the Passenger and Vehicle Fares in respect of each Contract Year divided by the number of that type of fare sold during that Contract Year (the **Average Fare**) shall not exceed the relevant Mean Average Passenger and Vehicle Fare for that Contract Year.

2.2.4 Within 20 Business Days following the end of each Contract Year, the Operator will submit to the Island Authority its calculation of the Average Fare for each of the Passenger and Vehicle Fares in respect of that Contract Year.

2.3 **New Passenger and Vehicle Fares**

2.3.1 If the Operator wishes to create a new passenger and vehicle fare type not included in the current Passenger and Vehicle Fares, the Operator shall submit to the Island Authority a proposal (a **New Fare Type Proposal**) which shall include the following information:

(a) the terms of travel for the new fare, including the route, type of vehicle if applicable, number of passengers and any other terms or restrictions associated with the fare type;

(b) the proposed value to be included as the Passenger and Vehicle Fare Cap in respect of the new fare type;

(c) the proposed value to be included as the Mean Average Passenger and Vehicle Fare in respect of the new fare type; and

(d) the Operator's rationale for the proposed values in paragraphs (b) and (c) above, which shall include the prices of other comparable fare types in the current Passenger and Vehicle Fares and the Operator's costs in delivering the Ferry Services in relation to the new fare type.

2.3.2 The Island Authority shall review any New Fare Type Proposal within 15 Business Days from receipt from the Operator and will respond to the Operator to either accept or reject the New Fare Type Proposal or to comment on the New Fare Type Proposal and state required changes.

2.3.3 If the Island Authority provides comments and state required changes in respect of a New Fare Type Proposal, within 10 Business Days the Operator shall either confirm it accepts the required changes or withdraw the New Fare Type Proposal.

2.3.4 In the event a New Fare Type Proposal is accepted by the Island Authority, the Passenger and Vehicle Fares shall be amended to add the new fare type and the Passenger and Vehicle Fare Cap and the Mean Average Passenger and Vehicle Fare in respect of it.

3. FREIGHT RATES

3.1 Freight Rates

3.1.1 The freight rate (in £ per lane metre) to be charged by the Operator during the First Contract Year to freight customers on the Northern Route and the Southern Route (the **Freight Rates**) shall be those set out in Table 2 of this Schedule:

Table 2 – Contract Year 1 Maximum Freight Rate Caps and Mean Average Freight Rate

Fare	Units > longer than 8 meters	Units < 8 meters
Northern Route	GBP 56 per lane metre	GBP 61 per lane metre
Southern Route	GBP 56 per lane metre	GBP 61 per lane metre

3.1.2 The Operator will offer a reduced freight rate of [redacted] per lane metre (the "**Commodity Rate**") for non-time-sensitive loads of construction materials meant for use in major constructions projects in Jersey. The Parties will as soon as possible after the Operational Commencement Date cooperate in good faith to further define requirements for loads to be eligible for the Commodity Rate.

3.1.3 In respect of each subsequent Contract Year after the first, the Freight Rates and the Commodity Rate shall be the Freight Rates for the immediately preceding Contract Year as adjusted in accordance with the Base Line Inflation Level. In respect of the first adjustment at the beginning of the second Contract Year, the Parties will cooperate in good faith (and in any event the Operator will take such actions that are needed) to neutralize (that is, to ensure that the Operator obtains no overall revenue advantage from) the effects of the adjustment being made after a period of less than 12 months.

3.2 [redacted]

[redacted].

4. [OMITTED]

5. PRICING REPORTING

5.1 Within 10 Business Days of the end of each Quarter, the Operator shall submit to the Island Authority the following information in respect of the last Quarter:

5.1.1 Data containing each individual Passenger and Vehicle Fare sold, including the route and price. The data shall be anonymised and shall not include any personal data.

5.1.2 A calculation of the Average Fare for each of the Passenger and Vehicle Fares.

5.1.3 Confirmation that no Passenger and Vehicle Fare has been charged at a price exceeding the relevant Maximum Passenger and Vehicle Fare Cap.

5.1.4 Data containing each individual freight sales transaction, including the number of lane metres and price paid.

5.1.5 Unredacted copies of any contracts for provision of ferry services between the Operator and freight customers.

5.1.6 Confirmation that no Freight Rates were charged at a price exceeding the relevant Maximum Freight Rate Cap.

5.1.7 Confirmation that Freight Rates have been set in accordance with the Freight Pricing Policy.

5.2 Within 20 Business Days of the end of each Contract Year, the Operator shall submit to the Island Authority the information set out in paragraph 5.1 of this Schedule in respect of the relevant Contract Year.

6. EXTRAORDINARY ADJUSTMENTS

6.1 If at any time during the Term, the Cumulative ROIC as at the last day of any Quarter does not meet the applicable Cumulative ROIC Threshold, then the Operator may, at its discretion (to be exercised reasonably) do any of the following:

6.1.1 Increase the Passenger and Vehicle Fares, the Mean Average Passenger and Vehicle Fare, the Maximum Freight Rate Caps, Maximum Passenger and Vehicle Fare Caps, the Freight Rates and/or the Fixed Surcharges;

6.1.2 Adjust the Sailing Schedule;

6.1.3 Adjust the Minimum Service Requirements; and/or

6.1.4 Postpone any or all the investments to be made under the Vessel Investment Plan by 12 months,

in any combination and to the extent the Operator reasonably considers to be required for the future Cumulative ROIC to meet the Cumulative ROIC Threshold applicable for future periods.

6.2 The measure and action set out in paragraph 6.1.4 of this Schedule may each only be applied by the Operator a total of five (5) times, resulting in a total postponement of investments to be made under the Vessel Investment Plan by up to five (5) years.

6.3 No later than fourteen (14) days before taking any of the actions or measures set out in paragraph 6.1.1 - 6.1.4 of this Schedule 3, the Operator shall notify the Monitoring Committee of its intention to do so. The Operator's notice shall include a description of why the Operator considers that the contemplated actions or measures will cause the future Cumulative ROIC to meet the Cumulative ROIC Thresholds applicable for future periods, and the Operator shall provide to the Monitoring Committee all relevant supporting and explanatory documentation.

6.4 The Monitoring Committee will meet to review the Operator's notice and associated documentation, and the Operator shall promptly supply to the Monitoring Committee such additional information as the Monitoring Committee (or individuals comprised in it) reasonably require for their review. The Island Authority's Authorised Representatives will, in response to the Operator's notification pursuant to paragraph 6.3 of this Schedule 3 and within ten (10) days following whichever is the later of (i) the meeting of the Monitoring Committee, or (ii) the last date of submission of information by the Operator to the Monitoring Committee, either (a) confirm the Operator's intentions or (b) propose an alternative application of the measures paragraph 6.1.1 - 6.1.4. In the case of (b), the Island Authority's response shall include a description of the reasons it prefers the proposed alternative solution and why they consider that the proposed alternative application will cause the future Cumulative ROIC to meet or exceed the Cumulative ROIC Thresholds applicable for the future periods. Where the Operator does

not have reasonable objections to the Island Authority's proposed alternative application, the Operator will implement it. Otherwise, the Operator will implement the application set out in its notice pursuant to paragraph 6.3.

6.5 If the Services ROIC in any 4 Quarter period falls below [redacted] then the Operator may, without prejudice to the Operator's rights under paragraph 6.1, at its discretion (to be exercised reasonably) take the actions and measures set out in measures paragraph 6.1.1 - 6.1.4 in any combination that the Operator reasonably considers to be required for the future Services ROIC to meet or exceed [redacted]. Paragraphs 6.2 – 6.4 shall apply *mutatis mutandis*.

7. SERVICES ROIC REPORTING AND FORECASTING

7.1 Each Quarter (first time in Q2 2025), the Operator will submit to the members of the Monitoring Committee:

7.1.1 A calculation of the Services ROIC realized in the Quarter and the twelve-month period ending on the last day of the last Quarter, with all relevant supporting documentation pertaining to that calculation (and such further documentation in respect of the same that such members may subsequently reasonably request);

7.1.2 A forecast (or an updated forecast, as applicable) for the Services ROIC for the remainder of the Contract Year.

7.2 During the month of November of each Contract Year, a preliminary forecast for the Services ROIC for the next Contract Year. The preliminary forecast may be subject to updates in accordance with the Operator's usual budgeting and forecasting cycle.

7.3 During the month of March of each Contract Year, the Operator will submit to the members of the Monitoring Committee a calculation of the Services ROIC for the previous Contract Year.

8. FINANCIAL PERFORMANCE MONITORING

8.1 Within thirty (30) calendar days from the Operational Commencement Date, the parties will form a financial performance monitoring committee (the "**Monitoring Committee**"). The Monitoring Committee shall meet once per Quarter, to (as relevant):

8.1.1 Review the Operator's reporting and forecasting as contemplated by paragraph 5 and 7 and of this Schedule;

8.1.2 Discuss the pre-emptive implementation of the measures described in paragraph 6.1.1 - 6.1.4 of this Schedule (or such other measures that the Parties may agree to) to mitigate projected shortfalls in Services ROIC or Cumulative ROIC appearing from the Operator's forecasts;

8.1.3 Discuss the Operator's proposals made pursuant to paragraph 6.3 of this Schedule, and, if relevant, discuss the Island Authority's proposals made pursuant to paragraph 6.4 of this Schedule; and/or

8.1.4 Such other strategic matters concerning this Agreement and the Services that a Party submits to the Monitoring Committee.

8.2 In addition to the Quarterly meetings set out in paragraph 5.1, the Monitoring Committee will meet when so required to discuss and review the matters described in paragraph 8.1.3 of this Schedule.

8.3 The Monitoring Committee will consist of three (3) people from each Party, at least one of which is an Authorised Representative of such Party. Each Party may change its members of the Monitoring Committee at any time upon written notice to the other Party's members of the Monitoring Committee.

8.4 Each Party will cause its members of the Monitoring Committee to act reasonably, in good faith and consistent with the terms of this Agreement.

9. SURCHARGES

9.1 The Operator is entitled to apply bunker adjustment factor (BAF) and emissions trading system (ETS) related surcharges to the rates and fares set out herein. The Operator shall apply such surcharges in a manner consistent with how such surcharges are applied on the Operators services comparable to the Ferry Services.

9.2 The Operator may apply the following surcharges to the Freight Rates (the "**Fixed Surcharges**"):

Type	Amount
Excess width	Increase of 10% of base rate for every 0.3m (or part thereof) in excess of 2.5m.
Second driver £30	GBP 30
Hazardous cargo	GBP 10 per unit
Hazardous labels	GBP 2 per label
Livestock	GBP 30 per unit per crossing
Standage	Invoiced as passthrough of actual cost
Reefers	GBP 25 per unit

9.3 In respect of each subsequent Contract Year after the first, the Fixed Surcharges shall be the Fixed Surcharges for the immediately preceding Contract Year as adjusted in accordance with the Base Line Inflation Level.

9.4 The surcharges set out in this paragraph 9 as well as demurrage may (i) be charged in addition to the rates and fares set out herein, (ii) not be subject to limitations set out herein.

10. BREACH OF THE PROVISIONS OF SCHEDULE 3

10.1 Without prejudice to any other remedies the Island Authority may have, if the Operator breaches any of the provisions of paragraph 2.2.1, 2.2.3, or 3.1.1 of Schedule 3, the Island Authority shall have the right to make a demand under the Performance Bond.

Sub-Schedule to SCHEDULE 3

1. **PART 1 - CALCULATION OF SERVICES-ROIC**

1.1 For the purposes of this Agreement:

1.1.1 the Services ROIC and the Cumulative ROICshall be calculated (or estimated, as the case may be), by using the following formulae:

$$\text{Services ROIC} = \frac{\text{Services NOPAT}}{\text{Average Invested Capital for the period}} \times 100$$

$$\text{Cumulative ROIC} = \frac{\text{Aggregate Services NOPAT}}{\text{Average Invested Capital for the period}} \times 100$$

1.1.2 **Services NOPAT** being: the Services EBIT realized by the Operator in provision of the Services in a given period, minus tax attributable to such profit and adjusted for the tax effect of net finance cost. **Aggregate Services NOPAT** is the same calculation over the period from the date of this Agreement until the end of the period of measurement.

1.1.3 **Invested Capital** being: non-current tangible assets used in the provision of the Services *plus* net working capital (non-interest bearing current assets minus non-interest bearing current liabilities), minus pension liabilities and related provisions related to employees of the Operator primarily engaged in the provision of Services.

1.1.4 **Services EBIT** being: the profit before interest and tax realized in connection with providing the Services in a given period.

1.1.5 **Average Invested Capital** being:

(a) For the Services ROIC: the opening balance for Invested Capital at the commencement of the 12 month rolling period plus the balance at the end of the final quarter in the 12 month period divided by two. Balances should reflect the balances per the annual financial statements updated for depreciation and impairments in line with the Operator's accounting policy as set out in paragraph 1.2 below; and

(b) For the Cumulative ROIC: the opening balance for Invested Capital at the commencement of this Agreement plus the balance at the end of the final quarter in the off the period of measurement, divided by two. Balances should reflect the balances per the annual financial statements updated for depreciation and impairments in line with the Operator's accounting policy as set out in paragraph 1.2 below.

1.2 When calculating, determining, and estimating (as applicable) the Services ROIC, the Cumulative ROIC, the Services NOPAT and the Invested Capital, the accounting principles and policies applied by the Operator, and made within the framework of the prevailing International Financial Reporting Standards (IFRS) as adopted by the EU with those modifications (if any) set out in this sub-Schedule shall be applied.

1.2.1 **Functional and presentation currency:** GBP

1.2.2 **Translation of transactions and balances:** On initial recognition, foreign currency transactions are translated into the functional currency using the exchange rate prevailing at the date of transaction. It is understood that the Operator's reporting, including its published financial reports, are presented in DKK (Danish kroner, the lawful currency of Denmark) using the daily rate for the profit and loss and month-end rate for balance sheet statements.

1.2.3 **Revenue:** Revenue from transport of passengers, freight and from rendering terminal and warehouse services etc., is recognised in the income statement at the time of delivery of the service to the customer, which is the time where the control is transferred and when each separate performance obligation in the customer contract is fulfilled following the "over-time principle". Some of the ferry and freight transports have a series of performance obligations, but as the duration of these transports are short term the impact from splitting these contracts into "distinct services" will not have material impact. Most transports carried out are characterised by short delivery time. Onboard sales are recognised at a "point in time". Revenue is measured at fair value excluding value added tax and after deduction of trade discounts. Trade receivables are not adjusted for any financing component when recognised. The general credit terms are following market terms. Accounting estimates and judgements are made in order to determine time of delivery and accrue for relevant income along with evaluation of pricing. These accounting estimates and judgements are based on experience and historical sales figures along with a continuous follow-up on service delivered.

1.2.4 **Costs:** Ferry and other ship costs comprise costs of sales related to catering as well as maintenance and daily running costs of ferries and other ships. Bunker consumption includes hedging. Write-downs and realised losses on trade receivables are included in ferry and other ship operation and maintenance. Port terminal operations and are costs related to land- based activities such as stevedoring and terminal, costs. Costs of sales and administration comprise costs of sales, marketing, and administration.

1.2.5 **Employee costs:** Wages, salaries, social security contributions, pension contributions, paid annual leave and sick leave, bonuses, and non-monetary benefits are accrued in the year in which the associated services are rendered by employees of the business. Where the Operator's group provides long-term employee benefits, the costs are accrued to match the rendering of the services by the employees.

1.2.6 **Receivables:** Receivables are recognised at amortised cost less expected credit losses. DFDS' risks regarding trade receivables are not considered unusual and no material risk is attributable to a single customer or group of customers. According to the DFDS group's policy of undertaking credit risks, assessment of significant customers are performed. Write-downs on trade receivables are based on the simplified expected credit loss model. Credit loss allowances on individual receivables are provided for when objective indications of credit losses occur such as customer bankruptcy and uncertainty about the customers' ability and/or willingness to pay, etc. In addition to this, allowances for expected credit losses are made on the remaining trade receivables based on a simplified approach. Trade receivables are not adjusted for any financing component when recognised. The general credit terms are following market terms.

1.2.7 **Inventories:** Bunker is measured at cost based on the FIFO method or the net realisable value where this is lower. Catering supplies and other inventories are measured at cost based on the weighted average cost method or the net realisable value where this is lower.

1.2.8 **Pension and jubilee liabilities:** Contributions to defined contribution pension plans are recognised in the income statement in the period in which they relate, and any payable contributions are accrued in the balance sheet as other payables.

1.2.9 **Other personnel liabilities:** Wages, salaries, social security contributions, pension contributions, paid annual leave and sick leave, bonuses, and non-monetary benefits are accrued in the year in which the associated services are rendered by employees of the business. Where the Acquired Business provides long-term employee benefits, the costs are accrued to match the rendering of the services by the employees.

1.2.10 **Non-current tangible assets:** Assets are measured at cost less accumulated depreciation and impairment losses. The cost includes costs to external suppliers, materials and components, direct wages, salaries and interests paid as from the time of payment until the date when the asset is available for use. The cost price also comprises gains and losses on transactions designated as hedges. The basis for depreciation is determined as the cost less estimated residual value. The assets are depreciated on a straight-line basis over the estimated useful life to the estimated residual value. Estimated useful life and estimated residual values are reassessed at least once a year. In estimating the estimated useful life for ferries and other ships it is taken into consideration that the Operator is continuously is spending substantial funds on ongoing maintenance. The effect from changes in depreciation period or the residual value is recognised prospectively as a change in the accounting estimate.

Subject to paragraphs 1.3 and 1.6, all revenues, costs and liabilities above included in the calculation of the Services EBIT must be attributable to the Services.

1.3 When calculating the Services EBIT, the following costs shall be included, in each case if and to the extent allocated or charged to the Services by consistently applying the principles that the Operator applies to its other ferry routes:

1.3.1 Costs related to services undertaken from the Operator's headquarters;

1.3.2 Agency fees; and

1.3.3 Extraordinary items,

provided in the case of 1.3.3 only insofar as those items are directly attributable to the Services, and provided that they may not exceed such amounts specified in the Operator's ITT Financial Model response dated 26 November 2024 in the file titled "*CI Business Case Summary - Base Scenario Submission Version 20 Years.xlsx*" (**Model Costs**) and where such items materially exceed the Model Costs, then the Model Costs shall instead be applied unless and to the extent agreed otherwise by the Island Authority (acting reasonably).

1.4 When calculating the Services EBIT, the following shall be excluded:

1.4.1 costs for replacing (but not maintaining) the Performance Bond where required pursuant to Clauses 16.4, 16.5, or 16.6; and

1.4.2 any reductions in the Concession Fee payable by the Operator in accordance with this Agreement.

1.5 When calculating the Services NOPAT, it will be assumed that the annual corporate income taxes payable by the Operator attributable to the Services will not exceed the higher of: (i) GBP 100,000,

and (ii) the amount of corporate income tax for which the Operator would have been liable had all income related to the Services been taxed in Jersey.

1.6 In the event that the Parties agree that any Vessel is underutilised (an **Underutilised Vessel**) within the scope of the requirements for the Ferry Services (that is, the 3 dedicated Vessels all year requirement and 1 chartered Vessel on 6 month periods for summer sailing) then the Parties agree that it will be appropriate to consider other use opportunities for the Underutilised Vessel (without disruption to the Ferry Services) to generate additional revenues. The Island Authority shall have a right of first refusal to make a proposal for the Underutilised Vessel (whether to additional sailings or other routes) within the scope of that underutilisation, and if the Island Authority does not make a proposal, then the Operator may do so. In all cases, no proposal may be taken forward without the agreement of both Parties. If a proposal is taken forward, then any revenues generated from the operation of the Underutilised Vessel outside the Ferry Services shall be treated as revenue for the purposes of paragraph 1.2.3 above.

2. PART 2 – THRESHOLDS

Contract Year	Period (both dates inclusive)	Cumulative ROIC threshold
1	1 January 2025 – 31 December 2025	[redacted]
2	1 January 2026 – 31 December 2026	[redacted]
3	1 January 2027 – 31 December 2027	[redacted]
4	1 January 2028 – 31 December 2028	[redacted]
5	1 January 2029 – 31 December 2029	[redacted]
6	1 January 2030 – 31 December 2030	[redacted]
7	1 January 2031 – 31 December 2031	[redacted]
8	1 January 2032 – 31 December 2032	[redacted]
9	1 January 2033 – 31 December 2033	[redacted]
10	1 January 2034 – 31 December 2034	[redacted]
11	1 January 2035 – 31 December 2035	[redacted]
12	1 January 2036 – 31 December 2036	[redacted]
13	1 January 2037 – 31 December 2037	[redacted]
14	1 January 2038 – 31 December 2038	[redacted]
15	1 January 2039 – 31 December 2039	[redacted]
16	1 January 2040 – 31 December 2040	[redacted]
17	1 January 2041 – 31 December 2041	[redacted]
18	1 January 2042 – 31 December 2042	[redacted]
19	1 January 2043 – 31 December 2043	[redacted]
20	1 January 2044 – 31 December 2044	[redacted]
21	1 January 2045 – 20th anniversary of the Operational Commencement Date	N/A

SCHEDULE 4
Mobilisation and Transition Services

1. Mobilization and Transition Programme

1.1 **Framework and Planning:** The Operator will utilize a structured programme with work streams managed by a central Project Management Office (PMO) and overseen by a Steering Committee. The framework will be managed by DFDS' internal management consulting team. The programme will be broken down into work streams with defined charters, leads, timelines, and interdependencies.

1.2 **Work Streams:** The workstreams which the Operator considers to be key for the successful commencement of the Ferry Services on the Operational Commencement Date, as well as their goals and objectives, are summarized in the following paragraphs of this Schedule.

2. Vessel Workstream

2.1 The Operator will prepare the mobilization fleet, conduct berth trials, and finalize vessel charters. The Operator will the transfer of ownership/long-term charter of vessels and mobilization of internal vessels as may be required.

3. People and Crewing Workstream

3.1 The Operator will endeavour to ensure a smooth transition of employees under TUPE regulations, recruit, and develop a strong management team. This includes understanding current contract terms, developing a joint consultation and communications plan, and preparing a learning and development plan. The Operator will also endeavour to ensure the availability of the current pool of crew on the English Channel to act as a backup.

4. Day 1 Operations Workstream

4.1 The Operator will coordinate with incumbent operators, ports, and stakeholders with a view to ensuring a smooth transition. This includes technical support for systems and processes such as check-in, and contacting passengers who have booked for dates post-transition where appropriate to advise them of their options.

5. Legal and Insurance Workstream

5.1 The Operator will collaborate with the relevant flag state(s), MCA, and classification societies for vessel certifications and compliance. This includes, where relevant and applicable, transferring passenger certificates, documents of compliance, and arranging pre-operational inspections. The Operator will also engage with local authorities and port authorities to address specific local requirements.

6. Finance, Tax, and Treasury Workstream

6.1 The Operator will extend its finance systems to the Jersey operations, set up liquidity reserves, and manage cash forecasts. The Operator will implement Microsoft Dynamics D365 for ERP and OneStream for CPM. This includes setting up Jersey activities under the Channel & Baltic Sea Business Unit and configure systems allowing for reporting and tracking of KPIs as contemplated by this Agreement.

7. Operations Workstream

7.1 The Operator will conduct site visits of relevant sites and of port infrastructure, hold health and safety meetings, and perform berthing trials. This includes creating process flows for FAL 5, ISPS, dangerous goods, and waste declarations, and setting up accounts for port systems.

8. Commercial Passenger Workstream

8.1 The Operator will retain B2C customer segments, and handle marketing, sales, and customer services. This includes developing and activating route sales and marketing strategies, optimizing digital performance channels, and creating compelling onboard retail and food and beverage propositions.

9. Commercial Freight Workstream

9.1 The Operator will meet with major customers and assign account managers as appropriate. Setting up accounts with agreed credit terms.

10. Communications and Rebranding Workstream

10.1 The Operator anticipates establishing a website/blog for updates, conduct media interviews, hold public meetings, and engage with the local community. This includes creating and disseminating contact links for islanders to send in questions, and potentially creating a competition for local schools to suggest names of the Vessels.

11. IT Workstream

11.1 **Activities:** The Operator will configure its freight booking system (Phoenix) and passenger booking system (SeaBook), and integrate necessary systems. This includes analysing setup and critical business requirements, configuring new routes, and conducting training and user acceptance testing.

12. Stakeholder and Community Engagement

12.1 The Operator will maintain transparent communication with residents, tourist organizations, and freight customers through various channels. This includes updates on a website or blog (as contemplated above), press and media interviews, public meetings, and private meetings with affected stakeholders. The goal is to ensure that stakeholders have a clear understanding of schedules, pricing, and services by the commencement date. The Operator will also work to ensure that islanders are appropriately about the progress of the mobilization.

13. Risk Management

13.1 The Operator will maintain a live risk register to track and mitigate identified risks throughout the mobilization and transition phase. This includes assigning owners to each risk and identifying mitigating actions. The risk register will track the likelihood and impact of risks materializing, ensuring that all potential issues are addressed proactively

SCHEDULE 5
Vessels and Vessel Specification

The Vessels fleet is structured into two distinct phases.

Mobilization Fleet (phase 1): This initial phase is anticipated to span the first 1-3 Contract Years. During this period, the fleet will focus on mobilization and preparatory activities.

Fleet Transformation (phase 2): From 2028 and onwards, the Vessels fleet will undergo replacement and optimization processes as we introduce newbuilt vessels in accordance with the Vessel Investment Plan. This phase aims to achieve full renewal of the fleet in the Ferry Services.

1. **Summary of Vessels for Phase 1**

1.1 More detailed specifications including seating arrangements, amenities, capacities, and technical drawings are provided in the Operator's Tender Response.

1.2 All vessels managed by the Operator adhere to the standards set by the International Association of Classification Societies (IACS).

1.3 Arrow and Stena Vinga will be time-chartered by the Operator and operated by prudent owners flying UK and Swedish flags, respectively. The Operator does not intend to change any of the flags of the vessels, except the two HSC vessels where the Operator intends to operate on a Bahamas flag as the HSC's on the Jersey do immediately prior to the date of this Agreement.

1.4 The deployment plan is designed to adhere to the Minimum Service Requirement and ensure that the fleet capacity remains above 120% of 2023 demand on each Ferry Route throughout the Term, prioritizing reliability, consistency, predictability, and frequency.

1.5 The Mobilization Fleet (as defined below) will be temporary, with investment replacement in accordance with the Vessel Investment Plan.

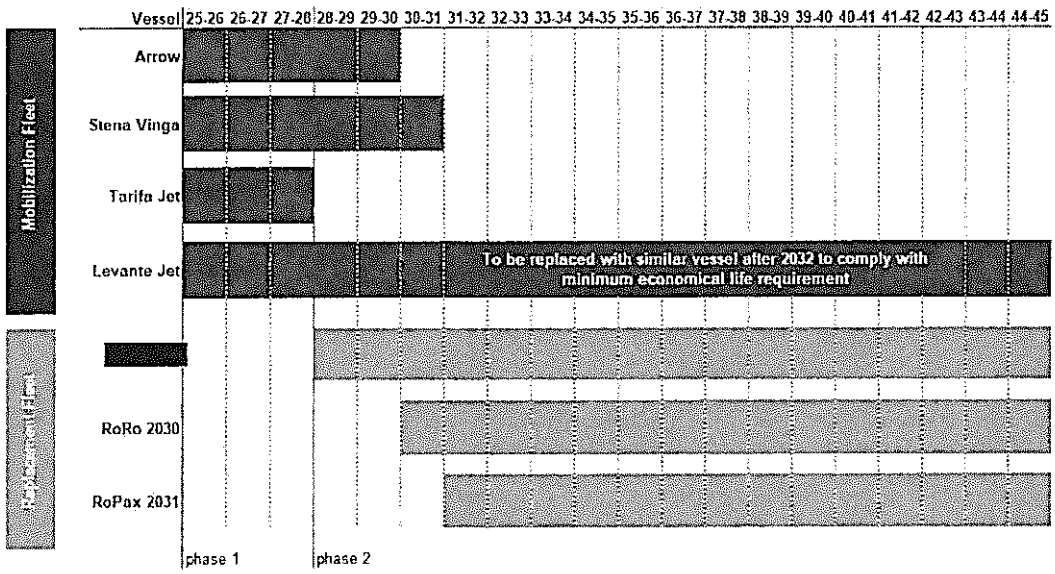
1.6 The specific Vessels described in the table below collectively the "**Mobilisation Fleet**":

Category	Plan for deployment	Vessel name	Vessel description
Ro-Ro	The Ro-Ro vessel will operate six round trips per week, year-round, on the Northern route during the initial six Contract Years. As part of our fleet modernization plan, the Ro-Ro vessel will eventually be replaced by a new Ro-Ro vessel in accordance with the	The vessel "ARROW" with IMO no. 9119414 owned by the Isle of Man Steam Packet Company Limited. This vessel may be substituted with Transporter with IMO no. 882085. References to "Transporter" in the	Arrow is a Ro-Ro vessel which will be dedicated for freight units only. The applies in respect of Transporter.

Category	Plan for deployment	Vessel name	Vessel description
	Vessel Investment Plan. The new Ro-Ro will be able to perform Ferry Services within 24-hours and thus be able to replace the existing Ro-Ro.	following will be deemed reference to the Arrow unless it is replaced by Transporter.	
Ro-Pax	The Operator will deploy a Ro-Pax vessel on the Northern route. This vessel will operate overnight, providing flexibility to increase frequency with daily trips as required due to any unforeseen event. Their primary purpose is to accommodate both residents and visitors' passenger and vehicles. This Ro-Pax will have limited capacity for passengers in the first seven Contract Years after which time it is expected to be replaced in accordance with the Vessel Investment Plan.	STENA VINGA with IMO no. 9323699, owned by Stena Line Scandinavia AB and to be chartered by the Operator.	Stena Vinga is a reliable Ro-Pax vessel, for passengers traveling between the UK and Jersey. **Onboard Amenities:** En-Suite Cabins: For added privacy and comfort, passengers can book en-suite cabins. These cabins include complimentary tea and coffee-making facilities, and four of the cabins can accommodate pets to allow passengers bringing their pets along the trip. **Comfortable Seating Areas:** Passengers can relax on recliner seats whilst enjoying the scenic view and arrive refreshed at their destination.
HSC (all Seasons)	On the Southern Route, the Operator will always have a dedicated HSC. While primarily serving passengers, this vessel will also have the capability to carry freight. This dual-purpose approach ensures flexibility and efficient utilization. The vessel will later be replaced in accordance with the Vessel Investment Plan.	Tanfa Jet, owned by an affiliate of the Operator.	The Tanfa Jet is a high-speed vessel that can carry more than 700 passengers, and it has capacity for 150 vehicles. It can reach a maximum speed of 42 knots. Onboard there is a boutique shop, the cafeteria, a climatised zone for pets, the opportunity to travel on the terrace and more.
HSC (Peak Season)	During the Peak Season of the first seven Contract Years, the Operator will deploy a HSC to address short-term increase in demand on the Northern route.	Levante Jet, owned by an affiliate of the Operator.	The 'Levante Jet' has the capacity to transport 675 passengers, 151 vehicles and up to 330 linear metres of cargo. It can reach speeds of up to 37 knots. On board, there is a cafeteria, a climatised zone for pets and more.

2. Plans for the deployment

The table below outlines the specific Vessel assignments for each year (references to vessels in the "replacement fleet" are to those contemplated by the Vessel Investment Plan):



2.1 Deployment – proposed rotations

2.1.1 The Operator's Tender Response sets out further analysis of projected passenger and freight volumes (for the first 15 Contract Years). Having regard to this, the Minimum Service Requirement, and the demand per Seasons, the rotations per route per week proposed are per the tables below.

UK: Jan-Apr & Nov-Dec | Rotations per week

Vessel	25-26	26-27	27-28	28-29	29-30	30-31	31-32	32-33	33-34	34-35	35-36	36-37	37-38	38-39	39-40	40-41	41-42	42-43	43-44	44-45
Arrow	5-6	5-6	5-6	5-6	5-6	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Stena Vinga	4-6	4-6	4-6	4-6	4-6	4-6	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Tarifa Jet	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Levante Jet	1-2	1-2	1-2	1-2	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
[redacted]	-	-	-	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
RoRo 2030	-	-	-	-	-	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6
RoPax 2031	-	-	-	-	-	-	4	4	4	4	4	4	4	4	4	4	4	4	4	4

UK: May to Oct | Rotations per week

Vessel	25-26	26-27	27-28	28-29	29-30	30-31	31-32	32-33	33-34	34-35	35-36	36-37	37-38	38-39	39-40	40-41	41-42	42-43	43-44	44-45
Arrow	5-6	5-6	5-6	5-6	5-6	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Stena Vinga	4-6	4-6	4-6	4-6	4-6	4-6	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Tarifa Jet	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Levante Jet	2-5	2-5	2-5	2-5	2-5	2-5	2-5	2-5	2-5	2-5	2-5	2-5	2-5	2-5	2-5	2-5	2-5	2-5	2-5	2-5
[redacted]	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
RoRo 2030	-	-	-	-	-	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6
RoPax 2031	-	-	-	-	-	-	4-6	4-6	4-6	4-6	4-6	4-6	4-6	4-6	4-6	4-6	4-6	4-6	4-6	4-6

FR: Jan-Apr & Nov-Dec | Rotations per week

Vessel	25-26	26-27	27-28	28-29	29-30	30-31	31-32	32-33	33-34	34-35	35-36	36-37	37-38	38-39	39-40	40-41	41-42	42-43	43-44	44-45
Arrow	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Stena Vinga	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Tarifa Jet	4-6	4-6	4-6	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Levante Jet	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
[redacted]	-	-	-	4-7	4-7	4-7	4-7	4-7	4-7	4-7	4-7	4-7	4-7	4-7	4-7	4-7	4-7	4-7	4-7	4-7
RoRo 2030	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
RoPax 2031	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

FR: May to Oct | Rotations per week

Vessel	25-26	26-27	27-28	28-29	29-30	30-31	31-32	32-33	33-34	34-35	35-36	36-37	37-38	38-39	39-40	40-41	41-42	42-43	43-44	44-45
Arrow	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Stena Vinga	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Tarifa Jet	5-11	5-11	5-11	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Levante Jet	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
[redacted]	-	-	-	5-11	5-11	5-11	5-11	5-11	5-12	5-12	5-12	5-12	5-12	5-12	5-12	5-12	5-12	5-12	5-12	5-12
RoRo 2030	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
RoPax 2031	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

2.1.2 The rotations specified above represent the number of rotations in a year for the months of the respective indicated period. Starting in April 2030, Arrow Ro-Ro will, subject to the provisions of paragraph 6 of Schedule 3 and Schedule 12, be replaced by the new Ro-Ro, maintaining the same number of rotations and schedule as the Arrow, with six rotations between the UK and Jersey.

2.1.3 From April 2031, subject to the provisions of paragraph 6 of Schedule 3 and Schedule 12, the Ro-Pax vessel (Stena Vinga) will be replaced by the new Ro-Pax 2031. This new vessel will follow the same schedule as the former Ro-Pax vessel.

2.1.4 A new HSC will be deployed 2032 to replace Levante Jet to maintain the fleet compliant with the useful economic life requirement. This vessel will follow the same schedule as the Levante Jet. Moreover, the [redacted] is, subject to the provisions of paragraph 6 of Schedule 3 and Schedule 12, planned to replace Tarifa Jet in April 2028 and maintain the same schedule as Tarifa Jet on the Southern Route until the demand requires more rotations per week (e.g. Peak Season of 2033 it is possible that the demand requires 1 more round trip to France) throughout the Term.

SCHEDULE 6
Sailing Schedule

The initial indicative Sailing Schedule for the Ferry Services for the first period of March to September 2025 is set out in the tables below, and will be updated by the Operator in the usual course of ferry operations but provided that:

(a) while the Port remains a 24 hour port, the Operator shall seek to observe the normal operating hours for the Port, 06:00-23:00 hours for passengers and 04:30 – 23:00 for freight; and

(b) the Sailing Schedule shall always comply as a minimum with the Minimum Service Requirements and the other provisions of this Agreement.

DFDS CHANNEL ISLAND - SOUTHERN ROUTE DRAFT SAILING SCHEDULE

Date	Week day	Poole departure	Jersey arrival	Jersey departure	Poole arrival
28/03/2025	Friday	No sailing			
29/03/2025	Saturday	No sailing			
30/03/2025	Sunday	No sailing			
31/03/2025	Monday	No sailing			
01/04/2025	Tuesday	No sailing			
02/04/2025	Wednesday	No sailing			
03/04/2025	Thursday	No sailing			
04/04/2025	Friday	No sailing			
05/04/2025	Saturday	No sailing			
06/04/2025	Sunday	No sailing			
07/04/2025	Monday	No sailing			
08/04/2025	Tuesday	No sailing			
09/04/2025	Wednesday	No sailing			
10/04/2025	Thursday	No sailing			
11/04/2025	Friday	No sailing			
12/04/2025	Saturday	No sailing			
13/04/2025	Sunday	No sailing			
14/04/2025	Monday	No sailing			
15/04/2025	Tuesday	No sailing			
16/04/2025	Wednesday	No sailing			
17/04/2025	Thursday	No sailing			
18/04/2025	Friday	No sailing			
19/04/2025	Saturday	No sailing			
20/04/2025	Sunday	No sailing			
21/04/2025	Monday	No sailing			
22/04/2025	Tuesday	No sailing			
23/04/2025	Wednesday	No sailing			
24/04/2025	Thursday	No sailing			
25/04/2025	Friday	No sailing			
26/04/2025	Saturday	No sailing			
27/04/2025	Sunday	No sailing			
28/04/2025	Monday	No sailing			
29/04/2025	Tuesday	No sailing			
30/04/2025	Wednesday	No sailing			
01/05/2025	Thursday	No sailing			
02/05/2025	Friday	No sailing			
03/05/2025	Saturday	07:45	12:20	13:20	17:50
04/05/2025	Sunday	07:45	12:20	13:20	17:50
05/05/2025	Monday	No sailing			
06/05/2025	Tuesday	No sailing			
07/05/2025	Wednesday	No sailing			
08/05/2025	Thursday	No sailing			
09/05/2025	Friday	No sailing			
10/05/2025	Saturday	12:00	16:30	17:30	22:00
11/05/2025	Sunday	12:00	16:30	17:30	22:00
12/05/2025	Monday	No sailing			
13/05/2025	Tuesday	No sailing			
14/05/2025	Wednesday	No sailing			
15/05/2025	Thursday	No sailing			
16/05/2025	Friday	No sailing			
17/05/2025	Saturday	07:45	12:20	13:20	17:50
18/05/2025	Sunday	07:45	12:20	13:20	17:50
19/05/2025	Monday	No sailing			
20/05/2025	Tuesday	No sailing			
21/05/2025	Wednesday	No sailing			
22/05/2025	Thursday	No sailing			
23/05/2025	Friday	No sailing			
24/05/2025	Saturday	12:00	16:30	17:30	22:00
25/05/2025	Sunday	12:00	16:30	17:30	22:00
26/05/2025	Monday	No sailing			
27/05/2025	Tuesday	No sailing			
28/05/2025	Wednesday	No sailing			
29/05/2025	Thursday	No sailing			
30/05/2025	Friday	No sailing			
31/05/2025	Saturday	07:45	12:20	13:20	17:50
01/06/2025	Sunday	07:45	12:20	13:20	17:50
02/06/2025	Monday	No sailing			
03/06/2025	Tuesday	No sailing			
04/06/2025	Wednesday	No sailing			
05/06/2025	Thursday	No sailing			
06/06/2025	Friday	No sailing			

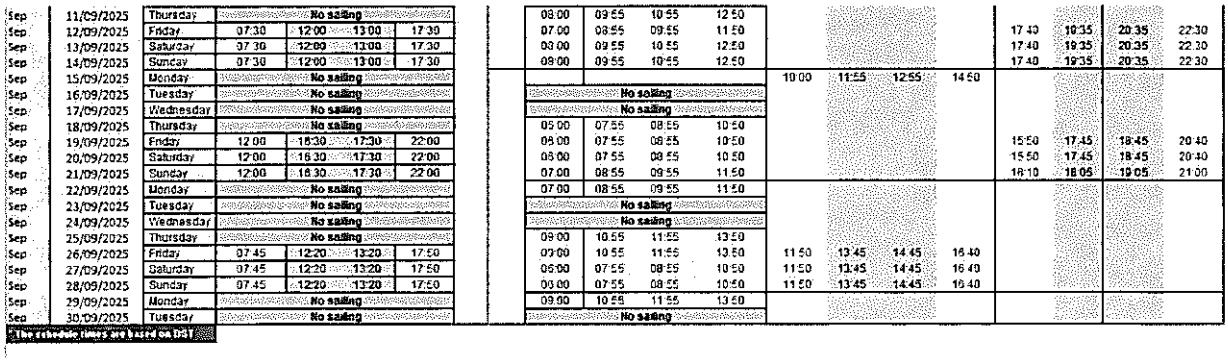
HSC 2

Morning Sailing				*Noon Sailing*				*Evening Sailing*			
St.Malo departure	Jersey arrival	Jersey depacture	St. Malo arrival	St.Malo departure	Jersey arrival	Jersey departure	St. Malo arrival	St.Malo departure	Jersey arrival	Jersey departure	St. Malo arrival
06:00	07:55	08:55	10:50								
06:00	07:55	08:55	10:50								
06:00	07:55	08:55	10:50								
06:00	07:55	08:55	10:50								
No sailing											
No sailing											
09:00	10:55	11:55	13:50								
06:00	07:55	08:55	10:50	11:50	13:45	14:45	16:40				
06:00	07:55	08:55	10:50	11:50	13:45	14:45	16:40				
08:00	09:55	10:55	12:50	13:50	15:45	16:45	18:40				
09:00	10:55	11:55	13:50								
No sailing											
No sailing											
06:00	07:55	08:55	10:50								
06:00	07:55	08:55	10:50					15:40	17:35	18:35	20:30
06:00	07:55	08:55	10:50					15:40	17:35	18:35	20:30
06:00	07:55	08:55	10:50					15:40	17:35	18:35	20:30
07:00	08:55	09:55	11:50								
No sailing											
No sailing											
06:00	07:55	08:55	10:50								
06:00	07:55	08:55	10:50	11:50	13:45	15:00	16:55				
06:00	07:55	08:55	10:50	11:50	13:45	15:00	16:55				
06:00	07:55	08:55	10:50	11:50	13:45	15:00	16:55				
09:00	10:55	11:55	13:50								
No sailing											
No sailing											
				11:00	12:55	13:55	15:50				
06:00	07:55	08:55	10:50					15:40	17:35	18:35	20:30
06:00	07:55	08:55	10:50					15:40	17:35	18:35	20:30
06:00	07:55	08:55	10:50					15:40	17:35	18:35	20:30
06:00	07:55	08:55	10:50								
No sailing											
No sailing											
08:00	09:55	10:55	12:50								
06:00	07:55	08:55	10:50	11:50	13:45	14:45	16:40				
06:00	07:55	08:55	10:50	11:50	13:45	14:45	16:40				
06:00	07:55	08:55	10:50	11:50	13:45	14:45	16:40				
09:00	10:55	11:55	13:50								
09:00	10:55	11:55	13:50								
10:00	11:55	12:55	14:50								
06:00	07:55	08:55	10:50								
06:00	07:55	08:55	10:50					15:40	17:35	18:35	20:30
06:00	07:55	08:55	10:50					15:40	17:45	18:40	20:30
06:00	07:55	08:55	10:50					15:40	17:45	18:40	20:30
06:00	07:55	08:55	10:50								
07:00	08:55	09:55	11:50								
08:00	09:55	10:55	12:50								
09:00	10:55	11:55	13:50								
06:00	07:55	08:55	10:50					15:40	17:35	18:35	20:30
06:00	07:55	08:55	10:50					16:50	18:45	19:45	21:40
06:00	07:55	08:55	10:50	11:50	13:45	14:45	16:40				
09:00	10:55	11:55	13:50								
09:00	10:55	11:55	13:50								
09:00	10:55	11:55	13:50								
				11:00	12:55	13:55	15:50				
				11:00	12:55	13:55	15:50	16:50	18:45	19:45	21:40
				11:30	13:25	14:20	16:15	17:10	19:05	20:00	21:55
06:00	07:55	08:55	10:50					16:10	18:05	19:05	21:00
06:00	07:55	08:55	10:50								
06:00	07:55	08:55	10:50								
07:00	08:55	09:55	11:50								
07:00	08:55	09:55	11:50								
06:00	07:55	08:55	10:50					16:50	18:45	19:45	21:40
08:00	09:55	10:55	12:50					16:50	18:45	19:45	21:40
07:00	08:55	09:55	11:50	11:30	13:25	14:20	16:15				
09:00	10:55	11:55	13:50								
09:00	10:55	11:55	13:50								
09:00	10:55	11:55	13:50								
09:30	11:25	12:25	14:20								
				10:00	11:55	12:55	14:50	15:50	17:45	18:45	20:40

07/06/2025	Saturday	12:00	16:30	17:30	22:00							11:30	13:25	14:20	16:15	17:10	19:05	20:00	21:55
08/06/2025	Sunday	12:00	16:30	17:30	22:00		06:00	07:55	08:55	10:50						15:50	17:45	18:45	20:40
09/06/2025	Monday	No sailing					07:00	08:55	09:55	11:50									
10/06/2025	Tuesday	No sailing					07:00	08:55	09:55	11:50									
11/06/2025	Wednesday	No sailing					07:00	08:55	09:55	11:50									
12/06/2025	Thursday	No sailing					07:00	08:55	09:55	11:50									
13/06/2025	Friday	No sailing					07:00	08:55	09:55	11:50						15:50	17:45	18:45	20:40
14/06/2025	Saturday	07:45	12:20	13:20	17:50		06:00	07:55	08:55	10:50						15:50	17:45	18:45	20:40
15/06/2025	Sunday	07:45	12:20	13:20	17:50		06:30	08:25	09:25	11:20						16:40	18:35	19:35	21:30
16/06/2025	Monday	No sailing					09:00	10:55	11:55	13:50									
17/06/2025	Tuesday	No sailing					09:00	10:55	11:55	13:50									
18/06/2025	Wednesday	No sailing					09:00	10:55	11:55	13:50									
19/06/2025	Thursday	No sailing					09:00	10:55	11:55	13:50									
20/06/2025	Friday	No sailing					09:00	10:55	11:55	13:50						15:00	16:55	17:55	19:50
21/06/2025	Saturday	12:00	16:30	17:30	22:00							10:00	11:55	12:55	14:50	15:50	17:45	18:45	20:40
22/06/2025	Sunday	12:00	16:30	17:30	22:00							11:30	13:25	14:20	16:15	17:10	19:05	20:00	21:55
23/06/2025	Monday	No sailing										12:50	14:45	15:45	17:40				
24/06/2025	Tuesday	No sailing					06:00	07:55	08:55	10:50									
25/06/2025	Wednesday	No sailing					07:00	08:55	09:55	11:50									
26/06/2025	Thursday	No sailing					07:00	08:55	09:55	11:50									
27/06/2025	Friday	No sailing					07:00	08:55	09:55	11:50						15:50	17:45	18:45	20:40
28/06/2025	Saturday	07:45	12:20	13:20	17:50		07:00	08:55	09:55	11:50						16:50	18:45	19:45	21:40
29/06/2025	Sunday	07:45	12:20	13:20	17:50		08:00	09:55	10:55	12:50						17:10	19:05	20:00	21:55
30/06/2025	Monday	No sailing					09:00	10:55	11:55	13:50									
01/07/2025	Tuesday	No sailing					09:00	10:55	11:55	13:50									
02/07/2025	Wednesday	08:00	12:30	13:30	18:00		09:00	10:55	11:55	13:50									
03/07/2025	Thursday	No sailing					09:00	10:55	11:55	13:50									
04/07/2025	Friday	07:30	12:00	13:00	17:30		08:00	09:55	10:55	12:50		13:50	15:45	16:45	18:40				
05/07/2025	Saturday	07:45	12:20	13:20	17:50		06:00	07:55	08:55	10:50		11:50	13:45	14:45	16:40	17:40	19:35	20:35	22:30
06/07/2025	Sunday	07:30	12:00	12:55	17:30							11:00	13:00	13:55	15:50	16:50	18:45	19:45	21:40
07/07/2025	Monday	No sailing										11:30	13:25	14:20	16:15				
08/07/2025	Tuesday	No sailing					06:00	07:55	08:55	10:50									
09/07/2025	Wednesday	12:00	16:30	17:30	22:00		06:00	07:55	08:55	10:50									
10/07/2025	Thursday	No sailing					07:00	08:55	09:55	11:50						15:50	17:45	18:45	20:40
11/07/2025	Friday	12:00	16:30	17:30	22:00		06:30	08:25	09:25	11:20						15:50	17:45	18:45	20:40
12/07/2025	Saturday	07:30	12:00	13:00	17:30		06:00	07:55	08:55	10:50						17:50	19:45	20:40	22:35
13/07/2025	Sunday	07:30	12:00	13:00	17:30		09:00	10:55	11:55	13:50						16:10	18:05	19:05	21:00
14/07/2025	Monday	No sailing					09:00	10:55	11:55	13:50									
15/07/2025	Tuesday	No sailing					09:00	10:55	11:55	13:50									
16/07/2025	Wednesday	08:00	12:20	13:20	17:50		09:00	10:55	11:55	13:50									
17/07/2025	Thursday	No sailing					09:00	10:55	11:55	13:50									

18/07/2025	Friday	07:45	12:20	13:20	17:50		07:00	08:55	09:55	11:50		12:50	14:45	15:45	17:40				
19/07/2025	Saturday	07:45	12:20	13:20	17:50		06:00	07:55	08:55	10:50		11:50	13:45	14:45	16:40	17:40	19:35	20:35	22:30
20/07/2025	Sunday	07:45	12:20	13:20	17:50		09:00	10:55	11:55	13:50						15:50	17:45	18:45	20:40
21/07/2025	Monday	No sailing										11:00	12:55	13:55	15:50				
22/07/2025	Tuesday	No sailing					06:00	07:55	08:55	10:50									
23/07/2025	Wednesday	12:00	16:30	17:30	22:00		07:00	08:55	09:55	11:50									
24/07/2025	Thursday	No sailing					07:00	08:55	09:55	11:50						15:50	17:45	18:45	20:40
25/07/2025	Friday	12:00	16:30	17:30	22:00		07:00	08:55	09:55	11:50						15:50	17:45	18:45	20:40
26/07/2025	Saturday	07:45	12:20	13:20	17:50		06:00	07:55	08:55	10:50						17:40	19:35	20:35	22:30
27/07/2025	Sunday	07:45	12:20	13:20	17:50		06:00	07:55	08:55	10:50						16:50	18:45	19:45	21:40
28/07/2025	Monday	No sailing					08:00	09:55	10:55	12:50									
29/07/2025	Tuesday	No sailing					09:00	10:55	11:55	13:50									
30/07/2025	Wednesday	08:00	12:30	13:30	18:00		09:00	10:55	11:55	13:50									
31/07/2025	Thursday	No sailing					09:00	10:55	11:55	13:50									
01/08/2025	Friday	08:00	12:30	13:30	18:00		07:00	08:55	09:55	11:50		12:50	14:45	15:45	17:40				
02/08/2025	Saturday	07:45	12:20	13:20	17:50		06:00	07:55	08:55	10:50		11:50	13:45	14:45	16:40	17:40	19:35	20:35	22:30
03/08/2025	Sunday	08:00	12:30	13:30	18:00		09:00	09:55	10:55	12:50		13:50	15:45	16:45	18:40				
04/08/2025	Monday	08:00	12:30	13:30	18:00		09:00	10:55	11:55	13:50									
05/08/2025	Tuesday	No sailing										10:00	11:55	12:55	14:50				
06/08/2025	Wednesday	12:00	16:30	17:30	22:00							12:50	14:45	15:45	17:40				
07/08/2025	Thursday	No sailing					07:00	08:55	09:55	11:50						15:50	17:45	18:45	20:40
08/08/2025	Friday	12:00	16:30	17:30	22:00		07:00	08:55	09:55	11:50						15:50	17:45	18:45	20:40
09/08/2025	Saturday	12:00	16:30	17:30	22:00		06:00	07:55	08:55	10:50						17:50	19:45	20:40	22:35
10/08/2025	Sunday	12:00	16:30	17:30	22:00		08:00	09:55	10:55	12:50						16:10	18:05	19:05	21:00
11/08/2025	Monday	07:30	12:00	13:00	17:30		08:00	09:55	10:55	12:50									
12/08/2025	Tuesday	No sailing					09:00	09:55	10:55	12:50									
13/08/2025	Wednesday	07:45	12:20	13:20	17:50		08:00	09:55	10:55	12:50									
14/08/2025	Thursday	No sailing					09:00	10:55	11:55	13:50									
15/08/2025	Friday	07:30	12:00	13:00	17:30		07:00	08:55	09:55	11:50		12:50	14:45	15:45	17:40				
16/08/2025	Saturday	07:45	12:20	13:20	17:50		08:00	09:55	10:55	12:50		13:50	15:45	16:45	18:40				
17/08/2025	Sunday	08:00	12:30	13:30	18:00		06:00	07:55	08:55	10:50		11:50	13:45	14:45	16:40	17:40	19:35	20:35	22:30
18/08/2025	Monday	08:00	12:30	13:30	18:00		09:00	10:55	11:55	13:50									
19/08/2025	Tuesday	No sailing										10:00	11:55	12:55	14:50				
20/08/2025	Wednesday	12:00	16:30	17:30	22:00							12:50	14:45	15:45	17:40				
21/08/2025	Thursday	No sailing					06:00	07:55	08:55	10:50						15:50	17:45	18:45	20:40
22/08/2025	Friday	12:00	16:30	17:30	22:00		06:00	07:55	08:55	10:50						15:50	17:45	18:45	20:40
23/08/2025	Saturday	12:00	16:30	17:30	22:00		06:00	07:55	08:55	10:50						17:40	19:35	20:35	22:30
24/08/2025	Sunday	12:00	16:30	17:30	22:00		07:00	08:55	09:55	11:50						15:50	17:45	18:45	20:40
25/08/2025	Monday	07:30	12:00	13:00	17:30		09:00	10:55	11:55	13:50									
26/08/2025	Tuesday	No sailing					09:00	10:55	11:55	13:50									
27/08/2025	Wednesday	07:30	12:00	13:00	17:30		09:00	10:55	11:55	13:50									
28/08/2025	Thursday	No sailing					09:00	10:55	11:55	13:50									

29/08/2025	Friday	07:30	12:00	13:00	17:30		06:00	07:55	08:55	10:50		11:50	13:45	14:45	16:40				
30/08/2025	Saturday	07:45	12:20	13:20	17:50		06:00	07:55	08:55	10:50		11:50	13:45	14:45	16:40	17:40	19:35	20:35	22:30
31/08/2025	Sunday	07:45	12:20	13:20	17:50		08:00	09:55	10:55	12:50		13:50	15:45	16:45	18:40				
01/09/2025	Monday	No sailing					09:00	10:55	11:55	13:50									
02/09/2025	Tuesday	No sailing					No sailing												
03/09/2025	Wednesday	No sailing					No sailing												
04/09/2025	Thursday	No sailing										11:50	13:45	14:45	16:40				
05/09/2025	Friday	12:00	16:30	17:30	22:00		07:00	08:55	09:55	11:50		13:50	15:45	16:45	18:40				
06/09/2025	Saturday	12:00	16:30	17:30	22:00		07:00	08:55	09:55	11:50		13:50	15:45	16:45	18:40				
07/09/2025	Sunday	12:00	16:30	17:30	22:00		06:00	07:55	08:55	10:50						16:10	18:05	19:05	21:00
08/09/2025	Monday	No sailing					09:00	10:55	11:55	13:50									
09/09/2025	Tuesday	No sailing					No sailing												
10/09/2025	Wednesday	No sailing					No sailing												



Sep	11/09/2025	Thursday	No sailing				08:00	09:55	10:55	12:50													
Sep	12/09/2025	Friday	07:30	12:00	13:00	17:30	07:00	08:55	09:55	11:50							17:40	19:35	20:35	22:30			
Sep	13/09/2025	Saturday	07:30	12:00	13:00	17:30	08:00	09:55	10:55	12:50							17:40	19:35	20:35	22:30			
Sep	14/09/2025	Sunday	07:30	12:00	13:00	17:30	09:00	09:55	10:55	12:50							17:40	19:35	20:35	22:30			
Sep	15/09/2025	Monday	No sailing								10:00	11:55	12:55	14:50									
Sep	16/09/2025	Tuesday	No sailing				No sailing																
Sep	17/09/2025	Wednesday	No sailing				No sailing																
Sep	18/09/2025	Thursday	No sailing				05:00	07:55	08:55	10:50													
Sep	19/09/2025	Friday	12:00	16:30	17:30	22:00	06:00	07:55	08:55	10:50							15:50	17:45	18:45	20:40			
Sep	20/09/2025	Saturday	12:00	16:30	17:30	22:00	06:00	07:55	08:55	10:50							15:50	17:45	18:45	20:40			
Sep	21/09/2025	Sunday	12:00	16:30	17:30	22:00	07:00	08:55	09:55	11:50							16:10	18:05	19:05	21:00			
Sep	22/09/2025	Monday	No sailing				07:00	08:55	09:55	11:50													
Sep	23/09/2025	Tuesday	No sailing				No sailing																
Sep	24/09/2025	Wednesday	No sailing				No sailing																
Sep	25/09/2025	Thursday	No sailing				09:00	10:55	11:55	13:50													
Sep	26/09/2025	Friday	07:45	12:20	13:20	17:50	07:00	10:55	11:55	13:50	11:50	13:45	14:45	16:40									
Sep	27/09/2025	Saturday	07:45	12:20	13:20	17:50	06:00	07:55	08:55	10:50	11:50	13:45	14:45	16:40									
Sep	28/09/2025	Sunday	07:45	12:20	13:20	17:50	06:00	07:55	08:55	10:50	11:50	13:45	14:45	16:40									
Sep	29/09/2025	Monday	No sailing				09:00	10:55	11:55	13:50													
Sep	30/09/2025	Tuesday	No sailing				No sailing																

*The schedule times are based on BST

DFDS CHANNEL ISLAND - ROPAX SAILING SCHEDULE

	Date	Week day	Portsmouth	Jersey *arrival*	Jersey *departur*	Portsmouth arrival
March	28/03/2025	Friday	10:00	*18:00*	*20:00*	06:00
March	29/03/2025	Saturday	10:00	*18:00*	*20:00*	06:00
March	30/03/2025	Sunday	10:00	*18:00*	*20:00*	06:00
March	31/03/2025	Monday	10:00	*19:00*	*21:00*	07:00
April	01/04/2025	Tuesday	11:00	*19:00*	*21:00*	07:00
April	02/04/2025	Wednesday	No Sailing	-	-	No Sailing
April	03/04/2025	Thursday	No Sailing	-	-	No Sailing
April	04/04/2025	Friday	08:00	*16:00*	*20:00*	06:00
April	05/04/2025	Saturday	09:00	*17:00*	*20:30*	06:30
April	06/04/2025	Sunday	10:30	*18:30*	*21:00*	07:00
April	07/04/2025	Monday	No Sailing	-	-	No Sailing
April	08/04/2025	Tuesday	10:00	*18:00*	*20:00*	06:00
April	09/04/2025	Wednesday	No Sailing	-	-	No Sailing
April	10/04/2025	Thursday	10:00	*18:00*	*20:00*	06:00
April	11/04/2025	Friday	10:00	*18:00*	*20:00*	06:00
April	12/04/2025	Saturday	10:00	*18:30*	*20:30*	06:30
April	13/04/2025	Sunday	10:00	*18:30*	*20:30*	06:30
April	14/04/2025	Monday	10:00	*18:30*	*20:30*	06:30
April	15/04/2025	Tuesday	11:00	*19:00*	*21:00*	07:00
April	16/04/2025	Wednesday	11:00	*19:00*	*21:00*	07:00
April	17/04/2025	Thursday	11:00	*19:00*	*21:00*	07:00
April	18/04/2025	Friday	11:30	*19:30*	*21:30*	07:30
April	19/04/2025	Saturday	No Sailing	-	-	No Sailing
April	20/04/2025	Sunday	08:00	*16:00*	*20:00*	07:00
April	21/04/2025	Monday	10:00	*18:00*	*20:00*	07:00
April	22/04/2025	Tuesday	No Sailing	-	-	No Sailing
April	23/04/2025	Wednesday	08:00	*16:00*	*18:00*	05:00
April	24/04/2025	Thursday	09:00	*17:00*	*19:00*	05:00
April	25/04/2025	Friday	10:00	*18:00*	*20:00*	06:00
April	26/04/2025	Saturday	10:00	*18:00*	*20:00*	06:00
April	27/04/2025	Sunday	10:00	*18:00*	*20:00*	06:00
April	28/04/2025	Monday	10:00	*18:00*	*20:00*	06:00
April	29/04/2025	Tuesday	10:00	*18:30*	*20:30*	06:30
April	30/04/2025	Wednesday	12:30	*20:30*	*22:30*	08:30
May	01/05/2025	Thursday	12:30	*20:30*	*22:30*	08:30
May	02/05/2025	Friday	No Sailing	-	-	No Sailing
May	03/05/2025	Saturday	08:00	*16:00*	*20:00*	06:00
May	04/05/2025	Sunday	09:00	*17:00*	*19:00*	05:00

May	05/05/2025	Monday	No Sailing	-	-	No Sailing
May	06/05/2025	Tuesday	No Sailing	-	-	No Sailing
May	07/05/2025	Wednesday	08:00	16:00	18:00	05:00
May	08/05/2025	Thursday	09:00	17:00	19:00	05:00
May	09/05/2025	Friday	10:00	18:00	20:00	06:00
May	10/05/2025	Saturday	10:00	18:00	20:00	06:00
May	11/05/2025	Sunday	10:00	18:00	20:00	06:00
May	12/05/2025	Monday	10:00	18:00	20:00	06:00
May	13/05/2025	Tuesday	10:00	18:00	20:00	06:00
May	14/05/2025	Wednesday	10:00	18:00	20:00	06:00
May	15/05/2025	Thursday	10:00	18:30	20:30	06:30
May	16/05/2025	Friday	12:00	20:00	22:00	08:00
May	17/05/2025	Saturday	12:30	20:30	22:30	08:30
May	18/05/2025	Sunday	No Sailing	-	-	No Sailing
May	19/05/2025	Monday	No Sailing	-	-	No Sailing
May	20/05/2025	Tuesday	07:30	15:30	21:00	07:00
May	21/05/2025	Wednesday	No Sailing	-	-	No Sailing
May	22/05/2025	Thursday	08:00	16:00	18:00	05:00
May	23/05/2025	Friday	08:00	16:00	18:00	05:00
May	24/05/2025	Saturday	10:00	18:00	20:00	06:00
May	25/05/2025	Sunday	09:30	17:30	19:30	05:30
May	26/05/2025	Monday	10:00	18:00	20:00	06:00
May	27/05/2025	Tuesday	10:00	18:00	20:00	06:00
May	28/05/2025	Wednesday	10:00	18:00	20:00	06:00
May	29/05/2025	Thursday	10:00	18:00	20:00	06:00
May	30/05/2025	Friday	12:30	20:30	22:30	08:30
May	31/05/2025	Saturday	12:30	20:30	22:30	08:30
June	01/06/2025	Sunday	No Sailing	-	-	No Sailing
June	02/06/2025	Monday	07:30	15:30	20:30	05:30
June	03/06/2025	Tuesday	09:30	17:30	21:30	07:30
June	04/06/2025	Wednesday	No Sailing	-	-	No Sailing
June	05/06/2025	Thursday	07:30	15:30	17:30	05:00
June	06/06/2025	Friday	07:30	15:30	17:30	05:00
June	07/06/2025	Saturday	10:00	18:00	20:00	07:00
June	08/06/2025	Sunday	10:00	18:00	20:00	07:00
June	09/06/2025	Monday	10:00	18:00	20:00	06:00
June	10/06/2025	Tuesday	10:00	18:00	20:00	06:00
June	11/06/2025	Wednesday	10:00	18:00	20:00	06:00
June	12/06/2025	Thursday	10:00	18:00	20:00	06:00
June	13/06/2025	Friday	10:00	18:00	20:00	06:00
June	14/06/2025	Saturday	10:00	18:00	20:00	06:00
June	15/06/2025	Sunday	No Sailing	-	-	No Sailing
June	16/06/2025	Monday	12:30	20:30	22:30	09:30
June	17/06/2025	Tuesday	12:30	21:00	23:00	10:00
June	18/06/2025	Wednesday	No Sailing	-	-	No Sailing
June	19/06/2025	Thursday	No Sailing	-	-	No Sailing
June	20/06/2025	Friday	07:00	15:00	17:00	05:00
June	21/06/2025	Saturday	07:00	15:00	17:00	05:00
June	22/06/2025	Sunday	08:30	16:30	18:30	05:30
June	23/06/2025	Monday	10:00	18:00	20:00	06:00
June	24/06/2025	Tuesday	10:00	18:00	20:00	06:00
June	25/06/2025	Wednesday	10:00	18:00	20:00	06:00
June	26/06/2025	Thursday	11:00	19:00	21:00	07:00
June	27/06/2025	Friday	12:00	20:00	22:00	08:00
June	28/06/2025	Saturday	12:30	21:00	23:00	09:00
June	29/06/2025	Sunday	No Sailing	-	-	No Sailing
June	30/06/2025	Monday	12:30	20:30	22:30	08:30
July	01/07/2025	Tuesday	No Sailing	-	-	No Sailing

July	02/07/2025	Wednesday	07:30	15:30	21:00	07:00
July	03/07/2025	Thursday	No Sailing	-	-	No Sailing
July	04/07/2025	Friday	07:30	15:30	17:30	05:00
July	05/07/2025	Saturday	08:00	16:00	18:00	05:00
July	06/07/2025	Sunday	08:00	16:00	18:00	05:00
July	07/07/2025	Monday	10:00	18:00	20:00	06:00
July	08/07/2025	Tuesday	10:00	18:00	20:00	06:00
July	09/07/2025	Wednesday	10:00	18:00	20:00	06:00
July	10/07/2025	Thursday	10:00	18:00	20:00	06:00
July	11/07/2025	Friday	10:00	18:00	20:00	06:00
July	12/07/2025	Saturday	11:00	19:00	21:00	07:00
July	13/07/2025	Sunday	12:00	20:00	22:00	08:00
July	14/07/2025	Monday	No Sailing	-	-	No Sailing
July	15/07/2025	Tuesday	12:30	21:00	23:00	09:00
July	16/07/2025	Wednesday	No Sailing	-	-	No Sailing
July	17/07/2025	Thursday	07:00	15:00	21:00	07:00
July	18/07/2025	Friday	No Sailing	-	-	No Sailing
July	19/07/2025	Saturday	07:00	15:00	17:00	05:00
July	20/07/2025	Sunday	07:30	15:30	17:30	05:00
July	21/07/2025	Monday	10:00	18:00	20:00	06:00
July	22/07/2025	Tuesday	10:00	18:00	20:00	06:00
July	23/07/2025	Wednesday	10:00	18:00	20:00	06:00
July	24/07/2025	Thursday	10:30	18:30	19:30	05:30
July	25/07/2025	Friday	11:00	19:00	21:00	07:00
July	26/07/2025	Saturday	11:00	19:00	21:00	07:00
July	27/07/2025	Sunday	12:30	21:00	23:00	09:00
July	28/07/2025	Monday	12:30	21:00	23:00	09:00
July	29/07/2025	Tuesday	No Sailing	-	-	No Sailing
July	30/07/2025	Wednesday	07:00	15:00	22:00	08:00
July	31/07/2025	Thursday	No Sailing	-	-	No Sailing
Aug	01/08/2025	Friday	07:00	15:00	20:00	06:00
Aug	02/08/2025	Saturday	09:00	17:00	21:00	07:00
Aug	03/08/2025	Sunday	No Sailing	-	-	No Sailing
Aug	04/08/2025	Monday	07:00	15:00	17:00	05:00
Aug	05/08/2025	Tuesday	08:00	16:00	18:00	05:00
Aug	06/08/2025	Wednesday	08:00	16:00	18:00	05:00
Aug	07/08/2025	Thursday	09:00	17:00	19:00	06:00
Aug	08/08/2025	Friday	10:00	18:00	20:00	06:00
Aug	09/08/2025	Saturday	10:00	18:00	20:00	06:00
Aug	10/08/2025	Sunday	11:00	19:00	21:00	07:00
Aug	11/08/2025	Monday	11:00	19:00	21:00	07:00
Aug	12/08/2025	Tuesday	12:30	21:00	23:00	09:00
Aug	13/08/2025	Wednesday	12:30	21:00	23:00	09:00
Aug	14/08/2025	Thursday	12:30	21:00	23:00	09:00
Aug	15/08/2025	Friday	12:30	21:00	23:00	09:00
Aug	16/08/2025	Saturday	13:00	21:30	23:30	09:30
Aug	17/08/2025	Sunday	No Sailing	-	-	No Sailing
Aug	18/08/2025	Monday	07:00	15:00	17:00	05:00
Aug	19/08/2025	Tuesday	08:00	16:00	18:00	05:00
Aug	20/08/2025	Wednesday	10:00	18:00	20:00	06:00
Aug	21/08/2025	Thursday	10:00	18:00	20:00	06:00
Aug	22/08/2025	Friday	10:00	18:00	20:00	06:00
Aug	23/08/2025	Saturday	11:00	19:00	21:00	07:00
Aug	24/08/2025	Sunday	11:00	19:00	21:00	07:00
Aug	25/08/2025	Monday	12:30	21:00	23:00	09:00
Aug	26/08/2025	Tuesday	12:30	21:00	23:00	09:00
Aug	27/08/2025	Wednesday	12:30	21:00	23:00	09:00
Aug	28/08/2025	Thursday	No Sailing	-	-	No Sailing
Aug	29/08/2025	Friday	07:00	15:00	19:30	05:30
Aug	30/08/2025	Saturday	07:30	15:30	21:00	07:00
Aug	31/08/2025	Sunday	No Sailing	-	-	No Sailing

Sep	01/09/2025	Monday	07:30	15:30	20:00	06:00
Sep	02/09/2025	Tuesday	08:00	16:00	18:00	05:00
Sep	03/09/2025	Wednesday	10:00	18:00	20:00	06:00
Sep	04/09/2025	Thursday	10:00	18:00	20:00	06:00
Sep	05/09/2025	Friday	10:00	18:00	20:00	06:00
Sep	06/09/2025	Saturday	11:00	19:00	21:00	07:00
Sep	07/09/2025	Sunday	11:00	19:00	21:00	07:00
Sep	08/09/2025	Monday	11:00	19:00	21:00	07:00
Sep	09/09/2025	Tuesday	11:00	19:00	21:00	07:00
Sep	10/09/2025	Wednesday	12:30	21:00	23:00	09:00
Sep	11/09/2025	Thursday	12:30	21:00	23:00	09:00
Sep	12/09/2025	Friday	12:30	21:00	23:00	09:00
Sep	13/09/2025	Saturday	12:30	21:00	23:00	09:00
Sep	14/09/2025	Sunday	No Sailing	-	-	No Sailing
Sep	15/09/2025	Monday	07:30	15:30	20:00	06:00
Sep	16/09/2025	Tuesday	08:00	16:00	18:00	05:00
Sep	17/09/2025	Wednesday	10:00	18:00	20:00	06:00
Sep	18/09/2025	Thursday	10:00	18:00	20:00	06:00
Sep	19/09/2025	Friday	10:00	18:00	20:00	06:00
Sep	20/09/2025	Saturday	11:00	19:00	21:00	07:00
Sep	21/09/2025	Sunday	11:00	19:00	21:00	07:00
Sep	22/09/2025	Monday	11:00	19:00	21:00	07:00
Sep	23/09/2025	Tuesday	11:00	19:00	21:00	07:00
Sep	24/09/2025	Wednesday	12:30	21:00	23:00	09:00
Sep	25/09/2025	Thursday	12:30	21:00	23:00	09:00
Sep	26/09/2025	Friday	12:30	21:00	23:00	09:00
Sep	27/09/2025	Saturday	12:30	21:00	23:00	09:00
Sep	28/09/2025	Sunday	No Sailing	-	-	No Sailing
Sep	29/09/2025	Monday	07:00	15:00	20:00	06:00
Sep	30/09/2025	Tuesday	09:00	17:00	19:00	05:00

* The schedule times are based on BST

DFDS CHANNEL ISLAND - RORO SAILING SCHEDULE

		Portsmouth departure	Jersey arrival	Jersey departure	Portsmouth arrival
March	Friday	20:00	06:00	08:00	18:00
March	Saturday	No Saling	-	-	No Saling
March	Sunday	20:00	06:00	08:00	18:00
March	Monday	20:00	07:00	09:00	19:00
April	Tuesday	22:30	08:30	10:30	20:30
April	Wednesday	22:30	09:00	11:00	21:00
April	Thursday	22:30	09:00	11:00	21:00
April	Friday	23:00	09:30	11:30	21:30
April	Saturday	No Saling	-	-	No Saling
April	Sunday	16:00	02:00	04:00	14:00
April	Monday	17:00	02:30	04:30	15:00
April	Tuesday	17:00	03:00	05:00	15:00
April	Wednesday	18:00	04:00	06:00	16:00
April	Thursday	19:00	05:00	07:00	19:00
April	Friday	20:00	06:00	08:00	18:00
April	Saturday	No Saling	-	-	No Saling
April	Sunday	20:00	06:00	08:00	18:00
April	Monday	21:00	07:00	09:00	19:00
April	Tuesday	21:30	07:30	09:30	19:30
April	Wednesday	22:30	09:00	11:00	21:00
April	Thursday	23:00	09:00	11:00	21:00
April	Friday	23:00	09:00	11:00	21:00
April	Saturday	No Saling	-	-	No Saling
April	Sunday	23:00	09:30	11:30	21:00
April	Monday	No Saling	-	-	No Saling
April	Tuesday	15:30	01:30	03:30	13:30
April	Wednesday	17:00	02:30	04:30	15:00
April	Thursday	17:00	03:00	05:00	15:00
April	Friday	18:00	04:00	06:00	16:00
April	Saturday	No Saling	-	-	No Saling
April	Sunday	19:00	05:00	07:00	19:00
April	Monday	20:00	06:00	08:00	18:00

April	Tuesday	21:00	07:00	09:00	19:00
April	Wednesday	21:00	07:00	09:00	19:00
May	Thursday	22:00	08:00	10:00	20:00
May	Friday	23:00	09:00	11:00	21:00
May	Saturday	No Saling	-	-	No Saling
May	Sunday	No Saling	-	-	No Saling
May	Monday	15:00	01:00	03:00	13:00
May	Tuesday	17:00	02:30	04:30	15:00
May	Wednesday	17:00	03:00	05:00	15:00
May	Thursday	18:00	04:00	06:00	16:00
May	Friday	19:00	05:00	07:00	19:00
May	Saturday	No Saling	-	-	No Saling
May	Sunday	20:00	06:00	08:00	18:00
May	Monday	21:00	07:00	09:00	19:00
May	Tuesday	21:00	07:00	09:00	19:00
May	Wednesday	22:00	08:00	10:00	20:00
May	Thursday	22:00	08:00	10:00	20:00
May	Friday	22:30	08:30	10:30	20:30
May	Saturday	No Saling	-	-	No Saling
May	Sunday	23:00	09:30	11:30	22:00
May	Monday	No Saling	-	-	No Saling
May	Tuesday	14:30	00:30	02:30	12:30
May	Wednesday	17:00	02:30	04:30	15:00
May	Thursday	17:00	03:00	05:00	15:00
May	Friday	18:00	04:00	06:00	16:00
May	Saturday	No Saling	-	-	No Saling
May	Sunday	19:00	05:00	07:00	19:00
May	Monday	20:00	06:00	08:00	18:00
May	Tuesday	21:00	07:00	09:00	19:00
May	Wednesday	21:00	07:00	09:00	19:00
May	Thursday	22:00	08:00	10:00	20:00
May	Friday	22:00	08:00	10:00	20:00
May	Saturday	No Saling	-	-	No Saling
June	Sunday	23:00	09:30	11:30	21:30
June	Monday	No Saling	-	-	No Saling
June	Tuesday	14:30	00:30	02:30	12:30
June	Wednesday	17:00	02:30	04:30	15:00

June	Thursday	17:00	03:00	05:00	15:00
June	Friday	18:00	04:00	06:00	16:00
June	Saturday	No Saling	-	-	No Saling
June	Sunday	19:00	05:00	07:00	19:00
June	Monday	20:00	06:00	08:00	18:00
June	Tuesday	21:00	07:00	09:00	19:00
June	Wednesday	21:00	07:00	09:00	19:00
June	Thursday	22:00	08:00	10:00	20:00
June	Friday	22:00	08:00	10:00	20:00
June	Saturday	No Saling	-	-	No Saling
June	Sunday	23:00	09:00	11:00	21:00
June	Monday	23:00	09:30	11:30	21:30
June	Tuesday	No Saling	-	-	No Saling
June	Wednesday	14:30	00:30	02:30	12:30
June	Thursday	14:30	00:30	02:30	12:30
June	Friday	17:00	02:30	04:30	15:00
June	Saturday	No Saling	-	-	No Saling
June	Sunday	18:00	04:00	06:00	16:00
June	Monday	19:00	05:00	07:00	19:00
June	Tuesday	19:00	05:00	07:00	19:00
June	Wednesday	20:00	06:00	08:00	18:00
June	Thursday	21:00	07:00	09:00	19:00
June	Friday	21:00	07:00	09:00	19:00
June	Saturday	No Saling	-	-	No Saling
June	Sunday	22:30	08:30	10:30	20:30
June	Monday	23:00	09:00	11:00	21:00
July	Tuesday	23:00	09:30	11:30	21:30
July	Wednesday	No Saling	-	-	No Saling
July	Thursday	14:30	00:30	02:30	12:30
July	Friday	16:00	01:30	03:30	14:00
July	Saturday	No Saling	-	-	No Saling
July	Sunday	17:00	03:00	05:00	15:00
July	Monday	18:00	04:00	06:00	16:00
July	Tuesday	19:00	05:00	07:00	19:00
July	Wednesday	20:00	06:00	08:00	18:00
July	Thursday	21:00	07:00	09:00	19:00
July	Friday	21:00	07:00	09:00	19:00
July	Saturday	No Saling	-	-	No Saling
July	Sunday	22:00	08:00	10:00	20:00
July	Monday	22:30	08:30	10:30	20:30
July	Tuesday	23:00	09:00	11:00	21:00
July	Wednesday	23:00	09:30	11:30	21:30

July	Thursday	No Saling	-	-	No Saling
July	Friday	14:30	00:30	02:30	12:30
July	Saturday	No Saling	-	-	No Saling
July	Sunday	17:00	03:00	05:00	15:00
July	Monday	17:00	03:00	05:00	15:00
July	Tuesday	18:00	04:00	06:00	16:00
July	Wednesday	19:00	05:00	07:00	19:00
July	Thursday	20:00	06:00	08:00	18:00
July	Friday	21:00	07:00	09:00	19:00
July	Saturday	No Saling	-	-	No Saling
July	Sunday	22:30	08:30	10:30	20:30
July	Monday	23:00	09:00	11:00	21:00
July	Tuesday	23:00	09:00	11:00	21:00
July	Wednesday	23:00	09:30	11:30	21:30
July	Thursday	No Saling	-	-	No Saling
Aug	Friday	23:00	10:00	12:00	22:00
Aug	Saturday	No Saling	-	-	No Saling
Aug	Sunday	16:00	01:30	03:30	14:00
Aug	Monday	17:00	03:00	05:00	15:00
Aug	Tuesday	17:00	03:00	05:00	15:00
Aug	Wednesday	18:00	04:00	06:00	16:00
Aug	Thursday	19:00	05:00	07:00	19:00
Aug	Friday	20:00	06:00	08:00	18:00
Aug	Saturday	No Saling	-	-	No Saling
Aug	Sunday	22:00	08:00	10:00	20:00
Aug	Monday	22:30	08:30	10:30	20:30
Aug	Tuesday	23:00	09:00	11:00	21:00
Aug	Wednesday	23:00	09:00	11:00	21:00
Aug	Thursday	23:00	09:30	11:30	21:30
Aug	Friday	23:00	10:00	12:00	22:00
Aug	Saturday	No Saling	-	-	No Saling
Aug	Sunday	14:30	00:30	02:30	12:30
Aug	Monday	16:00	01:30	03:30	14:00
Aug	Tuesday	17:00	03:00	05:00	15:00
Aug	Wednesday	18:00	04:00	06:00	16:00
Aug	Thursday	18:00	04:00	06:00	16:00
Aug	Friday	19:00	05:00	07:00	19:00
Aug	Saturday	No Saling	-	-	No Saling
Aug	Sunday	21:00	07:00	09:00	19:00
Aug	Monday	22:00	08:00	10:00	20:00
Aug	Tuesday	22:30	08:30	10:30	20:30
Aug	Wednesday	23:00	09:00	11:00	21:00

Aug	Thursday	23:00	09:00	11:00	21:00
Aug	Friday	23:00	09:30	11:30	21:30
Aug	Saturday	No Saling	-	-	No Saling
Aug	Sunday	23:00	10:00	12:00	22:00
Sep	Monday	No Saling	-	-	No Saling
Sep	Tuesday	14:30	00:30	02:30	12:30
Sep	Wednesday	16:00	02:00	04:00	14:00
Sep	Thursday	17:00	03:00	05:00	15:00
Sep	Friday	18:00	04:00	06:00	16:00
Sep	Saturday	No Saling	-	-	No Saling
Sep	Sunday	19:00	05:00	07:00	19:00
Sep	Monday	20:00	06:00	08:00	18:00
Sep	Tuesday	21:00	07:00	09:00	19:00
Sep	Wednesday	22:00	08:00	10:00	20:00
Sep	Thursday	22:30	08:30	10:30	20:30
Sep	Friday	23:00	09:00	11:00	21:00
Sep	Saturday	No Saling	-	-	No Saling
Sep	Sunday	No Saling	-	-	No Saling
Sep	Monday	14:30	00:30	02:30	12:30
Sep	Tuesday	16:00	02:00	04:00	14:00
Sep	Wednesday	17:00	03:00	05:00	15:00
Sep	Thursday	18:00	04:00	06:00	16:00
Sep	Friday	18:00	04:00	06:00	16:00
Sep	Saturday	No Saling	-	-	No Saling
Sep	Sunday	20:00	06:00	08:00	18:00
Sep	Monday	21:00	07:00	09:00	19:00
Sep	Tuesday	21:00	07:00	09:00	19:00
Sep	Wednesday	22:00	08:00	10:00	20:00
Sep	Thursday	22:00	08:00	10:00	20:00
Sep	Friday	23:00	09:00	11:00	21:00
Sep	Saturday	No Saling	-	-	No Saling
Sep	Sunday	23:00	09:30	11:30	21:30
Sep	Monday	23:00	09:30	11:30	21:30
Sep	Tuesday	No Saling	-	-	No Saling

SCHEDULE 7
Marketing and sales strategy

1. **Residential Marketing Strategy**

The Operator will deliver:

1.1 promotional activity targeted at residential islanders to increase outbound residential island traffic from flights to ferry travel (e.g. campaign targeted at students returning to Jersey from university to promote travel by car and ferry);

1.2 pricing strategies that offer targeted discounts for residents of Jersey in order to make ferry travel more affordable and accessible for local residents, enhancing their overall travel experience; and

1.3 seasonal promotions during off-peak seasons to encourage year-round travel.

2. **Multi Trip Tickets Proposition**

The Operator will in due course of time introduce multi-trip ticket options that offer flat prices for frequent travellers. These multi-trip packages are designed to encourage regular use of our ferry services by providing cost-effective solutions for those who travel often between Jersey and the UK and France.

3. **Short Breaks**

The Operator will in due course of time promote short break packages, offered at a range of pricing tiers, which will include ferry travel, accommodation and itineraries in France or the UK. Such packages may be associated with additional benefits such as flexibility and priority loading.

4. **Visitor Market Strategy**

The Operator will:

4.1 utilise its substantial database and existing client base to increase awareness of Jersey and will promote Jersey as a travel destination by combining ferry travel with hotel propositions;

4.2 utilise its own marketing channels alongside online travel agencies to maximise ticket sales;

4.3 run off-peak promotional campaigns and expanded key word bidding; and

4.4 collaborate closely with local stakeholders and partners to develop new tourism opportunities.

5. **Ferry and Hotel Proposition**

The Operator will investigate the feasibility of, and if deemed commercially appropriate:

5.1 utilise its brand and unique tour operator proposition to capture additional customer spend beyond Ferry Services to include commission for accommodation;

5.2 offer comprehensive travel packages to encourage higher customer spending to target higher yielding customers; and/or

5.3 provide customers with detailed itineraries on activities and attractions at each destination.

6. **Coach Groups Market Strategy**

The Operator will offer tailored travel packages to day trip passengers and coach groups who are unable to drive on Jersey due to narrow roads. Such packages will include convenient transport options, ensuring that Jersey experiences an increase in appeal to a broader range of tourists.

7. **Promotional Campaigns and Schedule Improvements**

The Operator will:

7.1 deliver promotional campaigns that highlight the convenience of ferry travel to coach companies, offering same day returns and no requirements to cross borders;

7.2 create special offers for day trips and multi-day packages during peak and shoulder seasons to attract more bookings;

7.3 endeavour to continuously improve the reliability and punctuality of the Ferry Services to ensure a competitive schedule with frequent departures;

7.4 promote tourism packages by inviting Jersey Hospitality Association to collaborate and work closely with tour operators to create attractive multi-day packages;

7.5 utilise its membership in various industry groups including the Coach Tourism Association and UK Inbound to steer trends and highlight the ease of travel to Jersey; and

7.6 produce and share with the Island Authority the initial route marketing plan as soon as practicable, but in any event no later than 28 February 2025 and thereafter the Operator will share an annual route marketing plan with the Island Authority no later than 28 February of each year.

8. **Organic Digital Marketing**

In order to attract and engage prospective purchasers of Ferry Services and associated services, the Operator will utilise:

8.1 search engine optimisation to improve search engine results rankings, increase visibility and attract organic traffic;

8.2 content marketing (i.e. blogs, videos and infographics) to engage and educate prospective purchasers in addition to building trust and a loyal customer following;

8.3 social media marketing to share content and interact with online audiences, building a community and brand awareness; and

8.4 engage with influencers and online communities to foster trust in the Ferry Services, the Operator and the Island Authority.

9. **Group Sales**

The Operator will cater for bulk and group bookings by providing tailored services and discounted pricing to schools, families, tour operators, corporate events, sports teams or any other organised groups requiring travel.

10. **Third Party Agents**

The Operator will consider to, and if deemed appropriate will, allocate budget to traditional commission-based travel agencies requiring a specific approach.

11. **Ancillary Revenue Streams**

The Operator will:

11.1 in due course of time, utilise its long-standing relationship with Telenor Maritime (or alternative providers) to deliver continuous connectivity at all points of the passenger journey. Such connectivity will be offered on a number of package options, from basic service to a premium paid service;

11.2 explore and discuss with the Island Authority options to offer digital sales on board using QR codes or in-app purchases;

11.3 where possible and appropriate, offer passenger gaming options on board to enhance customer experience and provide a valuable additional revenue stream. The Operator is committed to ensuring gaming options are compliant with all Applicable Laws and will ensure that it remains up to date with and adopts any changes to responsible gambling guidelines from Gamble Aware;

11.4 focus on consistency of food and beverage service across different vessels and routes in addition to acquiring insight into customer expectations and desires for a refined and enhanced food and beverage offering;

11.5 evaluate the possibility of offering local produce in on-board restaurants and bars to provide an additional revenue stream for Jersey producers and to sign-post tourists to the high quality of Jersey agriculture and produce;

11.6 discuss with the Island Authority the introduction of a number of key concepts which have been successful in its existing operations including:

(a) a lighthouse café concept, offering hot and cold drinks including alcohol, snacks, cakes, pastries, and sandwiches delivering quick light options for all passenger groups on all schedules;

(b) a premium lounge concept, offering a paid for upgrade area where hot and cold drinks including alcohol, snacks and sandwiches are complimentary;

(c) a 7 seas concept encompassing the main counter service restaurant, serving a variety of hot meals such as fish and chips or a full English breakfast as well as salads and sandwiches, along with hot and cold drinks including alcohol;

(d) a horizon concept which is the Operator's fastest food option, highly relevant for a fast craft operation, with an order at counter and buzzer collection process, minimising queuing time;

11.7 deploy techniques to advertise empty cabin availability at the commencement of or during a crossing and to make passengers aware of their upgrade options from traditional on-board announcements to digital screens maintained on-board through a content management system which will update depending on the specific number of cabins or seats available;

11.8 follow the Operator's digitalisation strategy by leveraging the partnership with Telenor Marine to deploy on-demand solutions for entertainment using passenger's own devices to access movies and TV shows. This would include both free and premium content. An indicative timeline of 12-18 months from Operational Commencement may be achievable depending on the Operator securing an appropriate supplier;

11.9 where possible and deemed appropriate, operate the Pirate Island children's area, on-board mascots, activities, competitions and games (run by customer entertainment hosts) aimed at enhancing junior guest experience;

11.10 assess customer feedback in relation to fine dining upgrades (subject to vessel space limitations) and ensure availability of high quality a la carte options on board each vessel within the main menu offering; and

11.11 offer duty free sales on-board for products such as spirits and tobacco and promote travel retail exclusives in all categories to provide a point of difference versus local retail markets, and offers on perfume and gifting products.

12. **Ferry and Hotel**

The Operator will utilise its access to 40 hotels in Jersey and build new relationships with local and new hotels within the area to negotiate special offers and provide competitive rates to passengers purchasing travel packages.

13. **Reserve and Collect**

The Operator will consider whether there is an opportunity to offer shore-side duty free services (subject to available space and the opportunity to do so). Such services would be supported by a

dedicated reserve and collect website which would allow customers to pre-order from a range of duty free products. An investment of [redacted] per port is anticipated to put an attractive reserve and collect service in place.

14. A Living Strategy

The Parties acknowledge that the Operator's Marketing and Sales Strategy will be subject to continuous discussions between the Parties and may be updated and amended from time to time following such discussions.

SCHEDULE 8
Social Value Strategy

The Operator will act in a manner consistent with the principles below in its approach to creating social value:

1. **Employment and Skills Development**

   1.1 **Prioritization of Local Employment:** Emphasis on direct and indirect on-island employment, particularly in high-value skills.

   1.2 **Support for Professional Growth:** Unlocking the full potential of employees through a safe, inclusive, and engaging workplace.

   1.3 **Local Management:** Establishment of a Jersey-centric route management organization with local leadership and operational teams.

2. **Organizational Structure and Operations**

   2.1 **Local Representation:** Freight and Passenger Sales & Marketing will have local representation, supported by centralized functions like IT, Finance, and HR.

   2.2 **Operational Efficiency:** Local operations will be managed by a dedicated team, with a view to secure smooth transitions and continuous improvements.

3. **Statutory Compliance and Employee Transition**

   3.1 **Employee Transfers**: Fair treatment of employees during transitions in accordance with this Agreement, with a focus on maintaining business continuity and employee confidence.

   3.2 **Employee Support**: Regular communication and support for incoming employees to ensure they feel welcome and a smooth transition.

4. **Social Inclusion and Equality**

   4.1 **Diversity and Inclusion:** Commitment to establishing a diverse, equitable, and inclusive workplace, with mandatory training and policies to prevent discrimination and harassment.

   4.2 **Code of Conduct**: Adherence to the Operator's Code of Conduct promoting equality, safety, integrity, environmental protection, and data care.

5. **Crewing and Employment Practices**

   5.1 **Direct Employment:** Focusing on directly employed group on owned vessels, always employed on fair terms and conditions aligned with national standards.

   5.2 **Training and Development:** Comprehensive training programs to ensure high standards of safety and service.

6. **Advocacy and Compliance**

   6.1 **Seafarers' Rights**: Continuing playing an active role in advocating for seafarers' rights in the region and acting in accordance with relevant legislation, including the Seafarers Wages Act and the Seafarers Charter.

Social Responsibility: Maintain ethical practices and social responsibility, including lobbying for fair employment conditions in the region.

SCHEDULE 9
Island Port Facilities

The Island Port Facility is the International Ship and Port Security Restricted Zone and Passenger Terminal.

Relevant Island Port Facility information can be found here: https://www.ports.je/jerseyharbours/commercial/

The following facilities will be made available to the Operator:

- RoRo Linkspans;
- RoRo Freight Yard
- Car Check-In
- Passenger Terminal

The following is available to the Operator by negotiation:

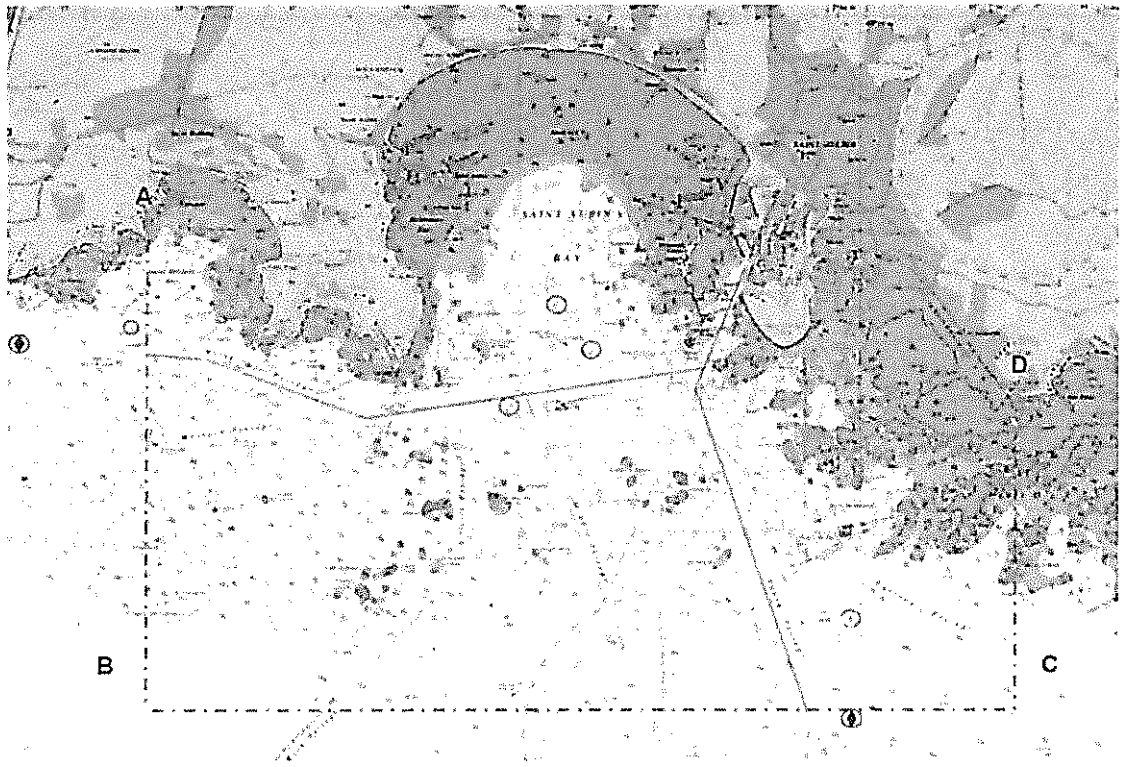
- Office accommodation
- Staff Parking
- Waste Disposal – Available by negotiation with independent waste management provider
- Stevedoring and line handling service through licenced Stevedore

SCHEDULE 10
Port Maritime Area

The Port Maritime Area is St Helier Port, the maritime boundaries of the area controlled by the Island Authority and including the approaches, channels and turning basins existing therein or any amendment thereto.

The current Harbour Limits for St Helier Harbour are defined in the Schedule to the Harbours (Administration) (Jersey) Law 1961 (as detailed below):

ST HELIER HARBOUR



ST HELIER PORT LIMITS

A	49° 10.70'N 002° 12.28'W - Headland east of Beauport Bay (Les Jeteuses on O/S Maps)
B	49° 08.00'N 002° 12.28'W
C	49° 08.00'N 002° 04.60'W
D	49° 09.60'N 002° 04.60'W - Green Island (La Motte)

ST HELIER PILOTAGE DISTRICT LIMITS

St Helier Pilotage District has the same coordinates as the port limits
Pilot Boarding Position from West – 49° 10.10'N 002° 13.45'W (4 cables south of La Moye Point)
Pilot Boarding Position from South – 49° 08.00'N 002° 06.15'W (1nm south of Demie de Pas Lighthouse)

SCHEDULE 11
Fleet Maintenance Plan

The Operator operates on the following basis in respect of its maintenance of the Vessels that it owns.

1. **Plans for regular inspections & scheduling of preventative maintenance**

1.1 Plans and preventative maintenance: the Operator provides (and is structured to ensure):

1.1.1 Reporting to a Fleet manager, provide dedicated Technical Superintendent by vessel type, in particular HSC which by nature and operation require high level to ensure operational and technical efficiency is maintained 24/7.

1.1.2 Provision of Senior Officers with vessel specific experience.

1.1.3 Regular inspections as required by Flag State, Classification Society, and Internal / External audits as outlined under company SMS, which includes and not limited to both internally annual technical inspections, and monthly onboard in accordance with procedures laid out in the Safety Management System

1.1.4 Proactive and reactive onboard maintenance inspections of vessel spaces and machinery as required and direct by planned maintenance system (the Operator's PM & safety management system is called SERTICA).

1.1.5 Dry Dockings to meet Class and Flag requirements, pre-planning based on preventative maintenance requirements, vessel improvements, minimising vessel downtime and off hire. This could include annual or biannual and underwater survey, depending on vessel type.

1.1.6 Complying with maintenance requirements as stipulated by machinery OEM schedules.

1.1.7 Utilising "risk based" analysis i.e. near miss and corrective analysis to identify areas of improvement to improve, safety, and operational and technical reliability.

1.1.8 Operational schedules to allow for required maintenance periods and recommended machinery running parameters.

1.1.9 Use of available and future technical solutions to monitor vessel and machinery condition.

1.1.10 Plan for and implement repairs and upgrades in Passenger area as agreed with the onboard service dept to ensue high standards to passenger comfort and standards are always maintained.

2. **Plans for material and substantial elements of vessel maintenance**

2.1 Meetings are held with both commercial and operational teams on a regular basis to agree technical downtime thereby ensuring minimal disruption to the customer, this to include changes to schedules, pre-planning of drydocks and unplanned technical downtime, if any.

2.2 The Operator has a large, experienced procurement department both on a central basis to cover large cost / volume items and additionally, local support is provided to the superintendents to ensure any required spares are sourced in a timely manner. Machinery spares are sourced from Original Equipment Manufacturer (OEM) as appropriate, or safety is of concern. Spares approval is monitored and maintained by Group procurement, with all certifications held and available within the Sertica

spares system. i.e. Class and Hazardous material requirements etc, and in accordance both with Hong Kong Convention and EU Ship Recycling Regulation (SRR).

2.3 Technical Budgets are reviewed on a regular basis to ensure they are fit for purpose, with Vessels maintained to the required Operator safety and operational standards. Vessel upgrades are considered on a case-by-case basis, supported by an appropriate business case, safety, or operational improvements.

2.4 To minimise disruption to commercial timetables close attention to be paid to Technical Downtime Planning to be reactive not proactive. In this respect close co-operation between commercial and operational functions within the Operator is essential and a part of our daily business.

2.5 Flag and Class liaison and relationship, regular meetings are carried out with both authorities and assist in ensuring that both daily operation and drydocking maintenance periods are carried out to the required Class and to SOLAS standards.

2.6 The Operator only uses approved subcontractors for planned and unplanned maintenance with the necessary experience gained over several years on essential machinery, this including engine and steel /aluminium repairs. Approvals cover OEM, Class welding coding's and ISO, for example :

- EN/BSI ISO 9001 (Quality)
- EN/BSI ISO 14001 (Environmental)
- EN/BSI BS EN 1090 (Structural, UKCA)
- EN/BSI Membership
- EN/BSI ISO 45001 (Health and Safety Management)

2.7 The Operator requires verification of subcontractors within the Sertica Safety Management System Approval of Subcontractors as required under SM code 12.2.

2.8 To provide continuity of support the Operator has contractual arrangements in place with local repair contractors and drydocks suppliers (UK & France), but also northern Europe for larger scoped projects, e.g. installation of EGC, giving priority thereby minimising vessel downtime and increased reliability. Contractors are primarily based in UK south coast ports but work in French Ports as required. For HSC support in St Malo a small technical maintenance team would be based to provide day to day support.

2.9 The Operator's vessels operate within a comprehension safety and risk-based Safety Management System which is regularly updated, reviewed, and audited by external authorities. "Best practice" is further promoted by sharing fleet information within the system.

2.10 Operator close liaison and relationship with Classification Societies ensure surveys both planned and unplanned are carried out to minimise vessel scheduled disruptions.

2.11 Specific Flag state inspections and surveys are agreed on the short sea routes to reduce vessel out of service periods, these carried out in service whenever possible.

2.12 Operator technical departments both at group and local level are involved at an early stage when considering upgrades to a vessel's commercial or technical area, ensuring necessary resources and planning are in place with required approvals, and strong specifications and project plans are created to safeguard efficient execution of these projects.

3. **Plans to deliver reactive maintenance vis a vis identifying, reporting, prioritising and minimising backlogs**

3.1 The Operator runs a platform named Sertica, which covers all instances of ship management required items, including a comprehensive module for planned maintenance. In the system all components, including planned and scheduled jobs on equipment onboard are monitored either by frequency based on calendar or running hours as specified by makers. All jobs are monitored by both shipboard management and the superintendents.

3.2 Generally, the Operator's procedures contain strict governance and assessment. If planned jobs are to be postponed due to reasons out of the Operator's control, e.g. postponed deliveries of spare parts from OEM, site management. Generally, the procedures in the Safety Management System prescribes that all jobs are to be taken care of when due, to avoid build-up of back logs on planned maintenance items.

3.3 The Operator executes Close Out Performance methodology on all vessels, meaning that the Operator monitors the fleets' ability to manage all planned jobs in accordance with the procedures. Part of the superintendents' monthly tasks is to conduct shipboard meetings, where the status of all equipment is discussed including any components that might be lagging on maintenance in accordance with the procedures and makers job descriptions.

3.4 The planned maintenance platform itself is controlled from Sertica Support, which is a shore side function under Fleet Resilience and Technology, to ensure that vessels cannot modify jobs etc, without being vetted out by an independent body. This ensures that jobs are relevant and are maintained, including if any adjustments are to be made either coming from service letters from OEM, or due to knowledge sharing across the fleet, e.g. identified root causes when break downs occur across the fleet.

3.5 Lastly the dock specification, and larger scopes of works, are planned together with the shipboard management, in due course, and aims to identify preventive maintenance well ahead as all our systems, financial allocations and cooperation with makers are designed to safeguard, that we can deliver reliability on all our routes.

SCHEDULE 12
Vessel Investment Plan

1. **Conditions Precedent**

1.1 The Operator's obligation to make each of the investments set out in this Schedule is subject to each of such investments obtaining formal approval by the Operator's board of directors. Reference is made to article 8.6 of the Operator's articles of association.

2. **Investments**

3. The mobilization fleet Vessels (as described in Schedule 5) are intended to be a temporary solution, and the Operator shall, subject to paragraph 1.1 of this Schedule, undertake the investments in the vessels, and within the timescales (subject to paragraph 6 of Schedule 3), set out in the table below. Further detail about the contemplated design of these vessels is set out in the Operator's Tender Response.

#	Category	High level specifications	Maximum amount	Investment to be completed before:
1	[redacted]	Length 85-100 m Passengers 900-1100 Capacity 200-300 cars Also ability to carry busses and lorries	EUR [redacted]	31 December 2028
2	RoRo	Length 110-140 m Capacity 1200-1600 lanemeters (trailers and lorries)	EUR [redacted]	31 December 2030
3	RoPax	Length 130-140 m Passengers 800-1000 Capacity 1300-1500 lanemeters (trailers, lorries, busses and cars)	EUR [redacted]	31 December 2031
	Total		**EUR 297.5 million**	

3.1 The maximum amount set out above are the "future values" and will not be subject to upwards adjustment, whether by reference to the Baseline Inflation Level or otherwise, without the express written agreement to the contrary.

SCHEDULE 13
Key Performance Indicators

1. **Definitions**

1.1 In this Schedule 13, the following expressions shall have the following meanings:

Actual Freight Cancellations Level has the meaning given to it in paragraph 3.1.1.

Actual Freight Delay Level has the meaning given to it in paragraph 4.2.1.

Actual Freight NPS has the meaning given to it in paragraph 5.2.8(a).

Actual HSC Cancellations Level has the meaning given to it in paragraph 3.1.1.

Actual HSC Delay Level has the meaning given to it in paragraph 4.2.1.

Actual RoPax Cancellations Level has the meaning given to it in paragraph 3.1.1.

Actual RoPax Delay Level has the meaning given to it in paragraph 4.2.1.

Actual HSC NPS has the meaning in paragraph 5.2.8.

Actual RoPax NPS has the meaning in paragraph 5.2.8.

Cancellation means a Sailing that is in the Sailing Schedule and is not completed on the day it is scheduled to complete or before 10am the following day for overnight Sailings, and **Cancelled** shall be construed accordingly.

Delay Performance means the adherence to the Sailing Schedule as measured by instances of Material Delays and Moderate Delays.

Detractors means a respondent to a customer satisfaction survey who gives a score which is in row 3 of Table 4.

Failed KPIs has the meaning given in paragraph 2.2.2

Freight Cancellations Remediation Level means the number in the 'Freight' row and 'Cancellations Remediation Service Level' column of Table 1.

Freight Cancellations Standard Level means the number in the 'Freight' row and 'Cancellations Standard Service Level' column of Table 1.

Freight Cancellations Termination Level means the number in the 'Freight' row and 'Cancellations Termination Service Level' column of Table 1.

Freight Delay Remediation Level means the number in the 'Freight' row and 'Delay Remediation Level' column of Table 3.

Freight Delay Standard Level means the number in the 'Freight' row and 'Delay Standard Level' column of Table 3.

Freight Delay Termination Level means the number in the 'Freight' row and 'Delay Termination Level' column of Table 3.

Freight NPS Concession Fee Reduction Percentage has the meaning in paragraph 5.4.3.

Freight NPS Remediation Level means the number in the 'Freight' row and 'NPS Remediation Level' column of Table 5.

Freight NPS Standard Level the number in the 'Freight' row and 'NPS Standard Level' column of Table 5.

Freight NPS Termination Level the number in the 'Freight' row and 'NPS Termination Level' column of Table 5.

Freight Sailing means any Sailing identified as a RoRo Sailing in the Sailing Schedule.

HSC Cancellations Remediation Level means the number in the 'HSC' row and 'Cancellations Remediation Service Level' column of Table 1.

HSC Cancellations Standard Level means the number in the 'HSC' row and 'Cancellations Standard Service Level' column of Table 1.

HSC Cancellations Termination Level means the number in the 'HSC' row and 'Cancellations Termination Service Level' column of Table 1.

HSC Delay Remediation Level means the number in the 'HSC' row and 'Delay Remediation Service Level' column of Table 3.

HSC Delay Standard Level means the number in the 'HSC' row and 'Delay Standard Service Level' column of Table 3.

HSC Delay Termination Level means the number in the 'HSC' row and 'Delay Termination Service Level' column of Table 3.

HSC NPS Remediation Level means the number in the 'HSC' row and 'NPS Remediation Level' column of Table 5.

HSC NPS Standard Level the number in the 'HSC' row and 'NPS Standard Level' column of Table 5.

HSC NPS Termination Level the number in the 'HSC' row and 'NPS Termination Level' column of Table 5.

HSC Sailing means any Sailing designated as a HSC Sailing in the Sailing Schedule.

Material Delay means a delay in the scheduled arrival time of a Sailing falling in the relevant journey length and delay bands shown in Table 2.

Moderate Delay means a delay in the scheduled arrival time of a Sailing falling in the relevant journey length and delay bands shown in Table 2.

Non-Critical KPI Weighting means the percentage set out in column 3 of Table 7 in Part 2 of Schedule 13 in respect of each Non-Critical KPI.

NPS has the meaning given in paragraph 5.2.4

Promoters means a respondent to a customer satisfaction survey who gives a score which is in row 1 of Table 4.

Rolling Average Actual Freight Cancellations has the meaning in paragraph 3.4.1.

Rolling Average Actual Freight Delay Level has the meaning in paragraph 4.5.1.

Rolling Average Actual RoPax Cancellations has the meaning in paragraph 3.4.1.

Rolling Average Actual RoPax Delay Level has the meaning in paragraph 4.5.1.

Rolling Average Actual HSC Cancellations has the meaning in paragraph 3.4.1.

Rolling Average Actual HSC Delay Level has the meaning in paragraph 4.5.1.

RoPax Cancellations Remediation Level means the number in the 'RoPax' row and 'Cancellations Remediation Service Level' column of Table 3.

RoPax Cancellations Standard Level means the number in the 'RoPax' row and 'Cancellations Standard Service Level' column of Table 1.

RoPax Cancellations Termination Level means the number in the 'RoPax' row and 'Cancellations Termination Service Level' column of Table 1.

RoPax Delay Remediation Level means the number in the 'RoPax' row and 'Delay Remediation Service Level' column of Table 3.

RoPax Delay Standard Level means the number in the 'RoPax' row and 'Delay Standard Service Level' column of Table 3.

RoPax Delay Termination Level means the number in the 'RoPax' row and 'Delay Termination Service Level' column of Table 3.

RoPax NPS Remediation Level means the number in the 'RoPax' row and 'NPS Remediation Level' column of Table 5.

RoPax NPS Standard Level the number in the 'RoPax' row and 'NPS Standard Level' column of Table 5.

RoPax NPS Termination Level the number in the 'RoPax' row and 'NPS Termination Level' column of Table 5.

RoPax Sailing means any Sailing which is designated as a RoPax Sailing in the Sailing Schedule.

RoPax Sailing Cancellation means a cancellation of a RoPax Sailing.

Sailing means a Vessel sailing as set out the in the Sailing Schedule.

Total No. of Freight Sailings the total number of Freight Sailing scheduled in the Sailing Schedule over the relevant time period.

Total No. of HSC Sailings the total number of HSC Sailings scheduled in the Sailing Schedule over the relevant time period.

Total No. of RoPax Sailings the total number of RoPax Sailings scheduled in the Sailing Schedule over the relevant time period.

2. Overriding principles

2.1 The performance of the Ferry Services by the Operator will be measured against the:

2.1.1 Critical KPIs, which are the Cancellations KPI, the Delay KPI and the Customer Satisfaction KPI as set out in Part 1 of this Schedule; and

2.1.2 Non-Critical KPIs, which are the KPIs set out in Part 2 of this Schedule,

and for the purposes of the calculation of KPIs, any failure in performance to the extent arising as a result of a Force Majeure Event or Relief Event affecting the Operator (subject in each case to the Operator complying with the provisions of Clause 18 (if applicable)) shall not be counted toward the measurement of the KPIs.

2.2 If in a Quarter, the Operator:

2.2.1 achieves or exceeds the Standard Service Level for all the Critical and Non-Critical KPIs the Concession Fee for that Quarter will be waived in whole;

2.2.2 fails to achieve the Standard Service Level for some or all of the Critical and Non-Critical KPIs (the **Failed KPIs**) the Concession Fee for that Quarter will, subject to the provisions of paragraph 2.3 of this Schedule, be waived in part pursuant to paragraphs 3.3, 4.4, 5.4 and 10.3.2 of this Schedule, provided the Operator has achieved better than the Remediation Service Level in respect of all the Failed KPIs; or

2.2.3 fails to achieve at least the Remediation Service Level for any of the Critical KPIs the Concession Fee for that Quarter will not be waived and be payable in full, notwithstanding the fact that the Operator has achieved the Standard Service Level or better than the Remediation Service Level in respect of some of the Critical KPIs and Non-Critical KPIs,

in each case as further described in this Schedule.

2.3 If in a Quarter (**Quarter 1**), only part of the Concession Fee is waived pursuant to this Schedule, the Concession Fee payable in respect of the subsequent Quarter (**Quarter 2**) will not be waived and will be payable in full if in Quarter 2 the Operator fails to achieve the Standard Service Levels for any of the Critical KPIs which were Failed KPIs in Quarter 1, notwithstanding the fact that in Quarter 2 the Operator achieved the Standard Service Level in respect of some of the Critical KPIs and Non-Critical KPIs.

2.4 In respect of the Variable KPIs:

2.4.1 during the first Contract Year and the first Quarter of the second Contract Year, only the Operator's performance in accordance with the KPI shall be measured for information purposes only but (save as provided in paragraph 2.4.2) there shall be no further consequences under this Schedule 13 for failure to meet the Service Levels of the Variable KPI during the first Contract Year;

2.4.2 notwithstanding paragraph 2.4.1 during the First Contract Year and the first Quarter of the second Contract Year and thereafter the Operator's performance in respect of the Delays KPI shall be taken into account in connection with the calculation of the Concession Fee in accordance paragraph 6 in Part 1 to this Schedule.

PART 1– CRITICAL KPIS

3. Cancellations KPI

3.1 Calculating Cancellations Levels

3.1.1 The Actual Freight Cancellations Level, Actual RoPax Cancellations Level and Actual HSC Cancellations Level over any given period of time is calculated as follows, measured as a percentage:

$$\text{Actual Freight Cancellations Level} = \frac{\text{No. of Freight Sailings Cancelled}}{\text{Total No. of Freight Sailings}}$$

$$\text{Actual RoPax Cancellations Level} = \frac{\text{No. of RoPax Sailings Cancelled}}{\text{Total No. of RoPax Sailings}}$$

$$\text{Actual HSC Cancellations Level} = \frac{\text{No. of HSC Sailings Cancelled}}{\text{Total No. of HSC Sailings}}$$

3.1.2 If the Operator provides notice to the Island Authority and affected customers of a Cancellation at least 48 hours before the Sailing's departure time, and if the Cancelled Sailing is a Freight Sailing or a RoPax Sailing, such cancellation will be counted as 0.9 Cancellation, and if the Cancelled Sailing is a HSC Sailing it will be counted as 0.7 Cancellation in the formulas set out in paragraph 3.1.1. Sailing Cancellations notified less than 48 hours before the Sailing's departure time will count as a full Cancellation. The Operator shall notify the Island Authority, in the manner specified in Clause 18.2.4 where this is applicable, and otherwise in accordance with a procedure to be agreed between the Parties as soon as reasonably practicable and in any event prior to the Operational Commencement Date.

3.1.3 All Cancellations must be recorded and reported for reporting purposes. However, in the formulas set out in paragraph 3.1.1, a Sailing will not be counted as a Cancellation if the Cancellation is caused by a Relief Event or a Force Majeure Event.

3.2 Cancellation Performance Levels

Table 1 below sets out the Standard Service Level, Remediation Service Level and Termination Service Level in respect of the Cancellations KPI for Freight Sailings, RoPax Sailings and HSC Sailings.

Table 1: Cancellations Standard, Remediation and Termination Service Levels

	Cancellations Standard Service Level	Cancellations Remediation Service Level	Cancellations Termination Service Level
Freight Sailings	2%	5%	8%
RoPax Sailings	2%	5%	8%
HSC Sailings	2%	5%	8%

3.3 Cancellation Concession Fee Reductions

3.3.1 Within 10 days of the end of each Quarter, calculations of the Actual Freight Cancellations Level, Actual RoPax Cancellations Level and Actual HSC Cancellations Level for the relevant Quarter must be submitted by the Operator to the Island Authority.

3.3.2 The amount of the Concession Fee payable by the Operator for a Quarter may, subject always to paragraph 2.2 of this Schedule 13, be reduced by an amount calculated in accordance with paragraph 3.3.3 depending on the Actual Freight Cancellations Level for the relevant Quarter.

3.3.3 If the Actual Freight Cancellations Level for the relevant Quarter is:

(a) equal to or lower than (i.e. better than) the Freight Cancellations Standard Level; or

(b) higher than (i.e. worse than) the Freight Cancellations Standard Level but lower than (i.e. better than) the Freight Cancellations Remediation Level,

the Concession Fee for that Quarter shall be reduced by a percentage calculated using the following formula:

Freight Cancellations Concession Fee Reduction Percentage = ((A – B) / (A – C)) x D

where:

A is the Freight Cancellations Remediation Level;

B is the Actual Freight Cancellations Level for the Quarter under review;

C is the Freight Cancellations Standard Level; and

D is the percentage set out in Table 6 for the Freight Cancellation KPI.

3.3.4 The amount of the Concession Fee payable by the Operator in a Quarter may also, subject always to paragraph 2.2, be reduced depending on the Actual RoPax Cancellations Level and the Actual HSC Cancellations Level achieved in the Quarter. The percentage of the reduction will be calculated using the same formulae as that set out in paragraph 3.3.3, but applying:

(a) in respect of the RoPax Cancellations KPI:

(i) the RoPax Cancellations Remediation Level;

(ii) the Actual RoPax Cancellations Level for the Quarter under review;

(iii) the RoPax Cancellations Standard Level; and

(iv) the percentage set out in Table 6 for the RoPax Cancellation KPI; and

(b) in respect of the HSC Cancellation KPI:

(i) the HSC Cancellations Remediation Level;

(ii) the Actual HSC Cancellations Level for the Quarter under review;

(iii) the HSC Cancellations Standard Level; and

(iv) the percentage set out in Table 6 for the HSC Cancellation KPI.

3.3.5 If in a Quarter,

(a) the Actual Freight Cancellations Level is equal to or higher than the Freight Cancellations Remediation Level;

(b) the Actual RoPax Cancellations Level is equal to or higher than the RoPax Cancellations Remediation Level; and/or

(c) the Actual HSC Cancellations Level is equal to or higher than the HSC Cancellations Remediation Level,

the amount of the Concession Fee payable by the Operator in the Quarter shall not be waived and shall be payable in full.

3.4 Remediation Plan and Right to Terminate

3.4.1 Within 5 Business Days of the end of each month, calculations of the Actual Freight Cancellations Level, Actual RoPax Cancellations Level and Actual HSC Cancellations Level for the 3-month period ending at the end of the relevant month (the **Rolling Average Actual Freight Cancellations**, **Rolling Average Actual RoPax Cancellations** and **Rolling Average Actual HSC Cancellations** respectively) shall be submitted by the Operator to the Island Authority.

3.4.2 If any of the Rolling Average Actual Freight Cancellations, Rolling Average Actual RoPax Cancellations or Rolling Average Actual HSC Cancellations or a combination of the foregoing is greater than (i.e. worse than) the relevant Cancellations Remediation Level, then the Remediation Plan Process will apply. For the purposes of applying the Remediation Plan Process, any reference to Default in Clause 32 shall be deemed to include the circumstance mentioned in this paragraph. If the Operator fails to implement or successfully complete the Remediation Plan in accordance with the Remediation Plan Process, the Island Authority will have the right to terminate under Clause 33.3 by providing written notice to the Operator no later than 60 days after the Island Authority becomes aware that the Remediation Plan has not been successfully implemented or completed, as the case may be..

3.4.3 If any of the Rolling Average Actual Freight Cancellations, Rolling Average Actual RoPax Cancellations or Rolling Average Actual HSC Cancellations or a combination of the foregoing is greater than (i.e. worse than) the relevant Cancellations Termination Level, then without prejudice to any other rights or remedies that the Island Authority may have, the Island Authority, may issue a termination notice (which should specify the Termination Date) to the Operator, provided that such notice is served within 60 days of the Island Authority becoming aware the Operator's performance falling below the relevant Cancellation Termination Level..

4. **Delays KPI**

4.1 Performance Measurement

4.1.1 Delay Performance will be measured against the defined time bounds for Material Delays and Moderate Delays as shown in Table 2.

Table 2: Material Delay and Moderate Delay bands

Delay	≤ 30 minutes	> 30 minutes,	> 60 minutes,	> 90 minutes	> 120 minutes

Route		≤ 60 minutes	≤ 90 minutes	≤ 120 minutes	
Jersey/ ⇌ St Malo	N/A	Moderate Delay	Material Delay	Material Delay	Material Delay
Jersey ⇌ Portsmouth	N/A	N/A	N/A	Moderate Delay	Material Delay
Jersey ⇌ Poole	N/A	N/A	N/A		

4.1.2 The Operator is required to report all instances of Material and Moderate Delays to the Authority within 24 hours of the delay occurrence.

4.2 Calculating Delay Levels

4.2.1 The Actual Freight Delay Level, Actual RoPax Delay Level and Actual HSC Delay Level over any given period of time are measured as a percentage and calculated as follows:

$$\text{Actual Freight Delay Level} = \frac{\text{No. of Moderate Delays Freight Sailings} + \text{No. Material Delays Freight Sailings}}{\text{Total No. of Freight Sailings}}$$

$$\text{Actual RoPax Delay Level} = \frac{\text{No. of Moderate Delays RoPax Sailings} + \text{No. of Material Delays RoPax Sailing}}{\text{Total No. of RoPax Sailings}}$$

$$\text{Actual HSC Delay Level} = \frac{(0.5 \text{ x No. of Moderate Delay HSC Sailings}) + (1.0 \text{ x No. of Material Delay HSC Sailings})}{\text{Total No. of HSC Sailings}}$$

4.2.2 All Material Delays and Moderate Delays must be recorded and reported for reporting purposes. However, in the formulas presented in paragraph 4.2.1, a Sailing will not be counted as a Material Delay or Moderate Delay if the delay is caused by a Relief Event or a Force Majeure Event.

4.3 Delay Performance Thresholds

4.3.1 Table 3 sets out the Standard Service Level, Remediation Service Level and Termination Service Level in respect of the Delay KPI for Freight Sailings, RoPax Sailings, and HSC Sailings.

Table 3: Delay Standard, Remediation and Termination Service Levels

	Delay Standard Service Level	Delay Remediation Service Level	Delay Termination Service Level
Freight Sailings	2%	5%	8%

RoPax Sailings	2%	5%	8%
HSC Sailings	2%	5%	8%

4.4 Delay Concession Fee Reductions

4.4.1 Within 10 days of the end of each Quarter, calculations of the Actual Freight Delay Level, Actual RoPax Delay Level and Actual HSC Delay Level for the relevant Quarter must be submitted by the Operator to the Island Authority.

4.4.2 The Concession Fee payable by the Operator for a Quarter may, subject always to paragraph 2.2, be reduced by an amount calculated in accordance with paragraph 4.4.3 depending on the Actual Freight Delay Level for the relevant Quarter.

4.4.3 If the Actual Freight Delay Level for the relevant Quarter is:

(a) equal to or lower than (i.e. better than) the Freight Delay Standard Level; or

(b) higher than (i.e. worse than) the Freight Delay Standard Level but lower than (i.e. better than) the Freight Delay Remediation Level,

the Concession Fee for that Quarter shall be reduced by a percentage calculated using the following formula:

Freight Delay Concession Fee Reduction Percentage = ((A – B) / (A – C)) x D

where:

A is the Freight Delay Remediation Level;

B is the Actual Freight Delay Level for the Quarter under review;

C is the Freight Delay Standard Level; and

D is the percentage set out in Table 6 for the Freight Delay KPI.

4.4.4 The amount of the Concession Fee payable by the Operator in a Quarter may also, subject always to paragraph 2.2, be reduced depending on the Actual RoPax Delay Level and the Actual HSC Delay Level achieved in the Quarter. The percentage of the reduction will be calculated using the same formulae as that set out in paragraph 4.4.3, but applying:

(a) in respect of the RoPax Delay KPI:

(i) the RoPax Delay Remediation Level;

(ii) the Actual RoPax Delay Level for the Quarter under review;

(iii) the RoPax Delay Standard Level; and

(iv) the percentage set out in Table 6 for the RoPax Delay KPI; and

(b) in respect of the HSC Delay KPI:

(v) the HSC Delay Remediation Level;

(vi) the Actual HSC Delay Level for the Quarter under review;

(vii) the HSC Delay Standard Level; and

(viii) the percentage set out in Table 6 for the HSC Delay KPI.

4.4.5 If in a Quarter,

(a) the Actual Freight Delay Level is equal to or higher than the Freight Delay Remediation Level;

(b) the Actual RoPax Delay Level is equal to or higher than the RoPax Delay Remediation Level; and/or

(c) the Actual HSC Delay Level is equal to or higher than the HSC Delay Remediation Level,

4.4.6 the amount of the Concession Fee payable by the Operator in the Quarter shall not be reduced.

4.5 Remediation Plan and Right to Terminate

4.5.1 Within 5 Business Days of the end of each month, calculations of the Actual Freight Delay Level, Actual RoPax Delay Level and Actual HSC Delay Level for the 3-month period ending at the end of the relevant month (**Rolling Average Actual Freight Delay Level**, **Rolling Average Actual RoPax Delay Level** and **Rolling Average Actual HSC Delay Level** respectively) must be submitted by the Operator to the Island Authority.

4.5.2 If any of the Rolling Average Actual Freight Delay Level, Rolling Average Actual RoPax Delay Level or Rolling Average Actual HSC Delay Level or a combination of the foregoing is greater than (i.e. worse than) the relevant Delay Remediation Level, then the Remediation Plan Process will apply. For the purposes of applying the Remediation Plan Process, any reference to Default in Clause 32 shall be deemed to include the circumstance mentioned in this paragraph. If the Operator fails to implement or successfully complete the Remediation Plan in accordance with the Remediation Plan Process, the Island Authority will have the right to terminate under Clause 33.3 by providing written notice to the Operator no later than 60 days after the Island Authority becomes aware that the Remediation Plan has not been successfully implemented or completed, as the case may be.

4.5.3 If any of the Rolling Average Actual Freight Delay Level, Rolling Average Actual RoPax Delay Level or Rolling Average Actual HSC Delay Level or a combination of the foregoing is greater than (i.e. worse than) the relevant Delay Termination Level, then without prejudice to any other rights or remedies that the Island Authority may have, the Island Authority may issue a termination notice (which should specify the Termination Date) to the Operator , provided that such notice is served within 60 days of the Island Authority becoming aware the Operator's performance falling below the relevant Cancellation Termination Level.

5. Customer Satisfaction KPI

5.1 Background

5.1.1 The objective of the Customer Satisfaction KPI is to ensure that the Ferry Services provided by the Operator are of a high standard such that the result is high levels of customer satisfaction.

5.1.2 Customer satisfaction measures the general satisfaction of passengers and clients using the Ferry Services.

5.1.3 Customer satisfaction will be measured across all Freight, HSC and RoPax Sailing on a monthly basis and the Operator shall report its results to the Island Authority.

5.2 Customer Satisfaction measurement

5.2.1 The Customer Satisfaction KPI will be measured on the basis of customer surveys, focusing on aspects such as comfort, cleanliness, staff professionalism and value for money and giving an overall satisfaction score, pursuant to the Operator's proposal for customer satisfaction surveys set out in the Operator's Tender Response. For the first Contract Year and the first Quarter of the second Contract Year, this shall be undertaken using the Operator's tool "LUMOA" ("**LUMOA Tool**") that it operates across its group fleet operations, and its continued use, the methodology of measurement and impact on Concession Fee and the right to terminate beyond the first Contract Year will be subject to review in accordance with Clause 7.4.

5.2.2 Within 10 days after the end of each Quarter, the Operator must submit to the Island Authority the customer satisfaction outputs of the operation of the LUMOA Tool for the relevant Quarter.

5.2.3 The following provisions in this paragraph 5 do not reflect the way in which the LUMOA Tool captures customer satisfaction, as it is based on the Net Promotor Score methodology but set out a potential scope and structure for the customer satisfaction KPI after the first Contract Year. They shall not apply in the first Contract Year and any further use of these provisions will be subject to the review procedures in Clause 7.4.

5.2.4 *Customer satisfaction will be measured using the Net Promoter Score (**NPS**).*

5.2.5 *Survey respondents are grouped as categorised in Table 4.*

Table 4: Survey Respondents categorisation

	Overall Customer Satisfaction Score
Promoters	*9-10*
Passives	*7-8*
Detractors	*0-6*

5.2.6 *NPS is calculated by subtracting the percentage of Detractors from the percentage of Promoters. It is expressed as a number lying between negative 100 and positive 100.*

5.2.7 *NPS for any survey will be calculated as follows:*

$$NPS = \frac{No.of\ Promoters}{Total\ no.of\ survey\ participants} - \frac{No.of\ Detractors}{Total\ no.of\ survey\ participants}$$

5.2.8 *For any time period:*

(a) *the Actual Freight NPS will be the average of the NPS scores for all Freight surveys undertaken during the relevant time period;*

(b) *the Actual HSC NPS will be the average of the NPS scores for all HSC surveys undertaken during the relevant time period; and*

(c) *the Actual RoPax NPS will be the average of the NPS scores for all Freight surveys undertaken during the relevant time period.*

5.3 *NPS Thresholds*

5.3.1 *Table 5 sets out the Standard Service Level, Remediation Service Level and Termination Service Level in respect of the Customer Satisfaction KPI for Freight Sailings, RoPax Sailings and HSC Sailings.*

Table 5: NPS Standard, Remediation and Termination Levels

	NPS Standard Service Level	NPS Remediation Service Level	NPS Termination Service Level
Freight Sailings	50%	20%	-20%
RoPax Sailings	50%	20%	-20%
HSC Sailings	50%	20%	-20%

5.3.2 *The NPS Standard Levels, NPS Remediation Levels and NPS Termination Levels may be revised annually at the discretion of the Island Authority to reflect changing customer expectations and market dynamics.*

5.4 *Customer Satisfaction Concession Fee Reductions*

5.4.1 *Within 10 days of the end of each Quarter, the Operator must submit to the Island Authority the Actual Freight NPS, Actual RoPax NPS and Actual HSC NPS for the relevant Quarter.*

5.4.2 *The amount of the Concession Fee payable by the Operator for a Quarter may, subject always to paragraph 2.2, be reduced by an amount calculated in accordance with paragraph 5.4.3 depending on the Actual Freight NPS for the relevant Quarter.*

5.4.3 *If the Actual Freight NPS for the relevant Quarter is:*

(a) *equal to or higher than (i.e. better than) the Freight NPS Standard Level; or*

(b) *lower than (i.e. worse than) the Freight NPS Standard Level but higher than (i.e. better than) the Freight NPS Remediation Level,*

the Concession Fee for that Quarter shall be reduced by a percentage calculated using the following formula:

Freight NPS Concession Fee Reduction Percentage = ((A – B) / (C – B)) x D where:

A *is the Freight NPS Actual Level for the Quarter under review;*

B *is Freight NPS Remediation Level;*

C *is Freight NPS Standard Level; and*

D *is the percentage set out in Table 6 for the NPS KPI.*

5.4.4 *The amount of the Concession Fee payable by the Operator in a Quarter may also, subject always to paragraph 2.2, be reduced depending on the Actual RoPax NPS Level and the Actual HSC NPS Level achieved in the Quarter. The percentage of the reduction will be calculated using the same formulae as that set out in paragraph 5.4.3, but applying:*

(c) *in respect of the RoPax NPS KPI:*

(i) *the Actual RoPax NPS for the Quarter under review;*

(ii) *the RoPax NPS Remediation Level;*

(iii) *the RoPax NPS Standard Level; and*

(iv) *the percentage set out in Table 6 for the NPS KPI; and*

(d) *in respect of the HSC NPS KPI:*

(v) *the Actual HSC NPS ;*

(vi) *the HSC NPS Remediation Level;*

(vii) *the HSC NPS Standard Level; and*

(viii) *the percentage set out in Table 6 for the NPS KPI.*

5.4.5 *If in a Quarter,*

(a) *the Actual Freight NPS Level is equal to or lower than the Freight NPS Remediation Level;*

(b) *the Actual RoPax NPS Level is equal to or lower than the RoPax NPS Remediation Level; and/or*

(c) *the Actual HSC NPS Level is equal to or lower than the HSC NPS Remediation Level,*

the amount of the Concession Fee payable by the Operator in the Quarter shall not be reduced.

6. Concession Fee Review

6.1 Without prejudice to any other provision of this Schedule, within 15 Business Days of the end of each Contract Year, the Island Authority shall carry out a review of the Operator's performance against the KPIs for that Contract Year.

6.2 If in a Contract Year the Quarterly Concession Fee has not been waived in full pursuant to the provisions of this Schedule for any three of the four Quarters of that Contract Year (**Contract Year 1**), the Concession Fee payable for the immediately following Contract Year (**Contract Year 2**) shall be increased as follows:

Concession Fee for Contract Year 2 = Concession Fee for Contract Year 1 (as adjusted by the Baseline Inflation Level) + 25%.

6.3 The Concession Fee as increased pursuant to paragraph 6.2 above shall continue to be increased applying the same formula *mutatis mutandis* for each Contract Year which follows a Contract Year in which the Concession Fee has not been waived in full for any three of its four Quarters.

6.4 If in any Contract Year immediately following an increase in the Concession Fee pursuant to paragraph 6.2 or 6.3 (**Contract Year 3**), the Operator achieves or exceeds the Standard Service Level for all the Critical and Non-Critical KPIs in at least three out of four Quarters of the Contract Year in respect of which the Concession Fee is increased (**Contract Year 2**), the Concession Fee for Contract Year 3 shall be reduced as follows:

Concession Fee for Contract Year 3 = Concession Fee for Contract Year 2 (as adjusted by the Baseline Inflation Level) - 25%.

6.5 The Concession Fee as reduced pursuant to paragraph 6.4 above shall continue to be reduced in the same manner in respect of each Contract Year which follows a Contract Year in which the Operator meets or exceeds the Standard Service Level for all and Non-Critical KPIs in at least three out of four Quarters of that Contract Year, provided that the Concession Fee shall not be reduced below the amount payable in the first Contract Year.

6.6 Nothing in this paragraph 6 shall prevent the Island Authority from exercising any other rights or remedies it may have under this Agreement (including their right to terminate the Agreement pursuant to paragraphs 3.4.2, 4.5.2 and 5.2.4 of this Schedule), nor shall it relieve the Operator from its obligation to comply with the Remediation Plan Process pursuant to the same aforementioned paragraphs.

7. Concession Fee Reduction Rates

Table 6: Concession Fee Reduction Rates

KPI	Concession Fee total reduction	Freight Sailings	RoPax Sailings	HSC Sailing
Cancellations KPI	50 %	16.7 %	16.7 %	16.6 %
Delays KPI	30 %	10 %	10 %	10%
Customer Satisfaction KPI	10 %	3%	3%	4%
Non-Critical KPIs	10 %	N/A	N/A	N/A

PART 2 - NON CRITICAL KPIS

8. Calculating Non-Critical KPI Levels

8.1 Column 1 of Table 7 below sets out each of the Non-Critical KPIs (numbered 1 to 7). The actual performance level for each Non-Critical KPI shall, where required, be calculated as a percentage using the relevant formula in column 2 of Table 7.

9. Non-Critical KPIs Performance Levels

9.1 Columns 4 and 5 respectively of Table 7 below set out the Standard Service Level and Remediation Service Level in respect of each Non-Critical KPI.

10. **Non-Critical KPIs Concession Fee Reductions**

10.1 Within 10 days of the end of each Quarter, calculations of the Operator's performance against each of the Non-Critical KPIs for the relevant Quarter must be submitted by the Operator to the Island Authority.

10.2 The amount of the Concession Fee payable by the Operator for a Quarter may be reduced by an amount calculated in accordance with paragraph 10.3 depending on the Operator's performance as measured against each of the Non-Critical KPIs for the relevant Quarter

10.3 If in a Quarter, the Operator's performance in respect of a Non-Critical KPI:

10.3.1 meets or exceeds the Standard Service Level, the amount of the Concession Fee payable by the Operator for that Quarter shall be reduced by a percentage calculated as follows:

100% × (relevant KPI Weighting x D)

where D is the percentage set out in Table 6 for the Non-Critical KPIs.

10.3.2 fails to meet or exceed the Standard Service Level but exceeds the Remediation Service Level, the amount of the Concession Fee payable by the Operator for that Quarter shall be reduced by a percentage calculated as follows:

50% × (relevant KPI Weighting x D)

where D is the percentage set out in Table 6 for the Non-Critical KPIs.

10.3.3 is equal to or worse than the Remediation Service Level in respect of a Non-Critical KPI in a Quarter, there shall be no reduction in the Concession Fee payable by the Operator for that Quarter in respect of that Non-Critical KPI, however the Concession Fee for that Quarter shall still be reduced in respect of any Non-Critical KPIs in respect of which the Operator meets the criteria set out in paragraph 10.3.1 or 10.3.2.

Table 7: Non-Critical KPIs – Service Levels & Weightings

	Non-Critical KPI	**Formula**	**KPI Weighting**	**Standard Service Level**	**Remediation Service Level**
1.	Passenger Call Centre Call Answer Rate	Calls Answered / Total Calls Made × 100	10%	≥90%	≤85%
2.	Passenger E-mail Response Rate	Emails Answered within 48 Hours / Total Emails Received × 100	10%	≥90%	≤85%

3.	Passenger Call Centre Average Telephone Wait Time	Total Waiting Time / Total Number of Calls × 100	20%	≤ 2 mins	≥ 8 mins
4.	Website Availability (24x7)	Total Website Uptime / Total Time × 100	10%	≥99.9%	≤98%
5.	Website Average Page Load Times	Number of seconds it takes to load a page	10%	≤2.5 Seconds	≥ 7.5 Seconds
6.	Percentage of Complaints Responded to within 1 month	Number of Complaints Responded to within 1 month / Total Number of Complaints × 100	20%	≥95%	≤90%
7.	Percentage of Complaints Resolved within 2 months	Number of Complaints Responded on Time / Total Number of Complaints × 100	20%	≥95%	≤90%

SCHEDULE 14
Financial Standing Requirements

1. Each of the following Financial Standing Requirements shall apply to the Operator:

	Financial Standing Test	Financial Standing Requirements
1	Scale Test	Annual Revenue is greater than or equal to £200m
2	Quick Ratio	Current Assets – Inventories / Current Liabilities is greater than or equal to 0.8
3	EBITDA	Operating profit + Depreciation charge + Amortisation charge is positive
4	Capital Gearing Ratio	Long Term Borrowing / Equity is equal to or less than 1.5
5	Net Interest Paid Cover	Earnings Before Interest and Tax / Net Interest Paid is equal to or greater than 3 OR Net Interest Paid is less than or equal to 0 and EBIT is positive

2. For the purposes of the above table, the financial information used to calculate the Financial Standing Tests and whether the Financial Standing Requirements are met should be clearly reconcilable to the audited consolidated financial statements of the Operator prepared following IFRS, UK Generally Accepted Accounting Practices or other Generally Accepted Accounting Practices.

3. The following definitions shall apply for the purposes of this Schedule 14, it being understood that references to the "Operator" in the following shall be to the Operator's group of companies and references to the Operator's Balance Sheet, Statement of Financial Position, shall be to the audited and consolidated financial statements of the Operator's group of companies:

3.1 **"Current Assets"** means the amounts of all assets that could reasonably be expected to be realised or converted into cash or cash equivalents within 12 months of the reporting period. The total should be as per the face of the Operator's Balance Sheet/Statement of Financial Position. However, undrawn funds associated with a revolving credit facility, or similar short-term mechanism for providing liquidity, can be classified as a current asset for the purposes of the Financial Standing Tests provided the terms give the Operator access to the liquidity the facility provides. Any necessary adjustments to the totals per the Balance Sheet/Statement of Financial Position must be reconciled to the financial statements.

3.2 **"Current Liabilities"** means the amounts of all liabilities that are due to be settled within 12 months after the reporting period, or for which the Operator does not have the right at the end of the reporting period to defer settlement of the liability for at least 12 months after the reporting period. The total should be as per the face of the Operator's Balance Sheet/Statement of Financial Position.

3.3 **"Earnings Before Interest and Tax" (EBIT)** means Operating Profit and is as shown on the face of the Operator's Income Statement/Statement of Profit or Loss. For the purposes of this test, Operating Profit should include the Operator's share of the results of any joint ventures or associates. Where the Operator has an operating loss (i.e. a negative operating profit), operating profit should be taken to be zero for the purpose of calculating Net Interest Paid Cover.

3.4 **"Earnings Before Interest, Tax, Depreciation and Amortisation (EBITDA)"** means profit before taxation for the relevant 12 months adding back net interest and depreciation of tangible assets and amortisation of intangible assets charged in the 12 months, including the profit or loss relating to joint ventures, dividends received from joint ventures and associates and gains or losses in relation to disposal of fixed assets, investments and/or businesses in the relevant 12 months.

3.5 **"Equity"** means the sum of equity share capital, reserves and retained earnings.

3.6 **"Inventories"** means assets held for sale in the ordinary course of business, or in the process of production for such sale, or in the form of materials or supplies set for consumption during the production process or in the provision of services.

3.7 **"Long Term Borrowing"** means the sum of all debentures, preference shares, finance leases, loans from parent companies, group companies, shareholders and other long-term loans.

3.8 **"Net Interest Paid"** means interest paid minus interest received. Interest paid and interest received should be as shown on the face of the Operator's statement of cash flows.

3.9 **"Revenue"** should be as per the face of the Operator's Income Statement/Statement of Profit or Loss, excluding the Operator's share of the revenue of Joint Ventures or Associates.

4. No adjustments should be made to figures drawn from financial statements for the purposes of the Financial Standing Tests, other than to align with the above definitions. Any such adjustments should be clearly explained and reconciled to the face of the audited financial statements.

SCHEDULE 15
Variation Procedure

1. Operator Requested Variations

1.1 The Operator shall exercise its rights under Clause 44.1.1 to suggest a Variation by submitting to the Island Authority an Operator Notice of Variation.

1.2 An Operator Notice of Variation shall contain:

1.2.1 a description of the proposed Variation; and

1.2.2 details of the impact of the proposed Variation on the scope or nature of the rights and/or obligations of the Parties pursuant to this Agreement, including any adjustment to the Concession Fee, the Services, the Term or the KPIs, together with any relevant supporting information.

1.3 On receipt by the Island Authority of an Operator Notice of Variation, the Island Authority shall, within ten (10), respond to an Operator Notice of Variation, in one of the following ways:

1.3.1 if the Island Authority accept an Operator Notice of Variation, by issuing a Variation order (such Variation order to contain the adjustments to this Agreement as set out in the Operator Notice of Variation); and

1.3.2 if the Island Authority notifies the Operator that it does not accept an Operator Notice of Variation, the Island Authority shall notify the Operator of such fact and the Parties shall seek to negotiate in good faith with a view to agreeing the adjustments to the scope or nature of the rights and/or obligations of the Parties pursuant to this Agreement, including any adjustment to the Concession Fee, the Services, the Term or the KPIs, as a result of the proposed Variation, and, if they reach agreement on such consequences, the Island Authority shall submit a Variation order containing the agreed adjustments to this Agreement.

1.4 In the event that the Island Authority fails to respond to an Operator Notice of Variation in accordance with Paragraph 1.3, the Island Authority is deemed to have accepted the Operator Notice of Variation and the relevant adjustments to the scope or nature of the rights and/or obligations of the Parties pursuant to the Agreement, including any adjustment to the Concession Fee, the Services, the Term or the KPIs, shall be made to the applicable provisions of the Agreement.

2. Island Authority Requested Variations

2.1 The Island Authority shall exercise its rights under Clause 44.1.2 to suggest a Variation by submitting to the Operator an Island Authority Notice of Variation.

2.2 An Island Authority Notice of Variation shall contain a description of the proposed Variation together with any relevant supporting information.

2.3 On receipt by the Operator of an Island Authority Notice of Variation, the Operator shall, within the time specified in the Island Authority Notice of Variation, provided such duration is reasonable, respond to the Island Authority with a proposal setting out the Operator's estimates for the impact the proposed Variation will have on the scope or nature of the rights and/or obligations of the Parties pursuant to the Agreement, including any adjustment to the Concession Fee, the Services, the Term or the KPIs. The Operator shall not be entitled to claim from the Island Authority the costs incurred in carrying out the work necessary to submit such proposal.

2.4 The Island Authority shall consider the Operator's proposal submitted in accordance with Paragraph 2.3 and, if the Island Authority considers the Variation is viable in light of the estimates proposed by the Operator, the Island Authority shall submit a Variation order (such Variation order to contain the adjustments to the Agreement proposed by the Operator in accordance with Paragraph 2.3).

2.5 If the Island Authority does not agree with the estimates provided by the Operator in accordance with Paragraph 2.3, the Parties agree to negotiate in good faith with a view to agreeing the adjustments to the scope or nature of the rights and/or obligations of the Parties pursuant to the Agreement, including any adjustment to the Concession Fee, the Services, the Term or the KPIs, as a result of the proposed Variation. If the Parties reach agreement on such consequences, the Island Authority shall submit a Variation order containing the agreed adjustments to the Agreement.

3. **Relevant Change in Law Variations**

3.1 All Notices of Variation submitted under Clause 27.1 shall:

3.1.1 specify the nature of the Relevant Change in Law and the date when it has taken effect;

3.1.2 demonstrate the connection between the Relevant Change in Law and its effect on the scope or nature of the rights and/or obligations of the Parties pursuant to the Agreement, including any adjustment to the Concession Fee, the Services, the Term or the KPIs; and

3.1.3 propose the adjustment to be made to the scope or nature of the rights and/or obligations of the Parties pursuant to the Agreement, including any adjustment to the Concession Fee, the Services, the Term or the KPIs.

3.2 If the Party receiving the Notice of Variation agrees with the proposed adjustments to the scope or nature of the rights and/or obligations of the Parties pursuant to the Agreement, including any adjustment to the Concession Fee, the Services, the Term or the KPIs, contained in the Notice of Variation, the Island Authority shall submit a Variation order containing the agreed adjustments to the Agreement.

3.3 If the Party receiving the Notice of Variation does not agree with the adjustments to the scope or nature of the rights and/or obligations of the Parties pursuant to the Agreement, including (without limitation) any adjustment to the Concession Fee, the Services, the Term, the North Quay Terminal Specifications or the KPIs, contained in the relevant Notice of Variation, the Parties agree to negotiate in good faith with a view to agreeing the cost, time and other consequences of the Variation resulting from a Relevant Change in Law. If the Parties reach agreement on such consequences, the Island Authority shall submit a Variation order containing the agreed adjustments to the Agreement.

3.4 If a Party claims that there has been a Variation as a result of a Relevant Change in Law, the Parties shall:

3.4.1 use reasonable endeavours to minimise the impact of the Relevant Change in Law on the performance of this Agreement; and

3.4.2 exchange information, as necessary, to establish the nature and extent of the increase or decrease in direct costs of performing their obligations under this Agreement as a result of the Relevant Change in Law.

4. **Amendment to the Agreement**

4.1 No Variation to this Agreement or any obligation hereunder, shall be valid or unless it is implemented in accordance with this Schedule 15.

4.2 The Parties agree to comply with, and be bound by, any Variation order approved in accordance with this Schedule 15 as though the contents of the Variation order were included in this Agreement and the relevant adjustments shall be made to the applicable provisions of this Agreement.

4.3 The provisions of this Schedule 15 shall be without prejudice to any other rights or remedies the Parties have under this Agreement.

5. **Variation Disputes**

Any dispute arising out of, or in connection with, the Variation procedure contained in this Schedule 15 shall be referred for resolution in accordance with Clause 55 of this Agreement.

SCHEDULE 16
Dispute Resolution Procedure

1. In the event of a dispute or difference (the **Dispute**) arising under, out of or in connection with this Agreement, its subject matter or formation (including non-contractual disputes), either Party shall give the other Party written notice of the Dispute (the **Dispute Notice**), together with relevant supporting documents.

2. On service of the Dispute Notice, the Authorised Representatives shall attempt in good faith to resolve the Dispute. If the Authorised Representatives are for any reason unable to resolve the Dispute within 30 Business Days of service of the Dispute Notice, the Dispute shall be referred to each of the Island Authority's Chief Executive Officers and the Operator's Managing Director who shall attempt in good faith to resolve it.

3. If the Island Authority's Chief Executive Officers and the Operator's Managing Director are unable to resolve the Dispute, either Party may invite the other Party to participate in an alternative dispute resolution (**ADR**) procedure including (but not limited to) mediation, early neutral evaluation and/or early intervention by written notice to the other Party.

4. The other Party shall within ten Business Days of receipt of such notice reply in writing either agreeing to participate or declining to participate, giving reasons for declining.

5. If the Parties agree to participate in an ADR procedure, they shall both take such steps as are necessary to progress the ADR procedure in good faith and without undue delay.

6. The Parties' participation in the ADR procedure shall not affect the rights of either Party to seek such relief or take such steps as it considers necessary to protect its interests, including the commencement of proceedings under Clause 56 where this is necessary to protect time.

7. Subject to paragraph 9 of this Schedule 16, the ADR procedure shall be without prejudice and confidential and no information or documents disclosed during it shall be revealed to any tribunal and/or court in any subsequent or on-going proceedings except to the extent that they are disclosable under the law and procedure governing the relevant proceedings.

8. Unless otherwise agreed, each Party shall bear its own costs incurred in the ADR procedure and the Parties shall share equally any third party costs and expenses.

9. If the other Party does not agree to participate in any ADR procedure under this Schedule 16, that fact may be brought to the attention of the competent tribunal and/or court and may be taken into account by such tribunal and/or court when allocating the costs of the proceedings as between the Parties.

10. If for any reason the Dispute is not resolved within 15 Business Days of commencement of the ADR procedure under this Schedule 16, the Dispute shall be referred to and finally resolved in accordance with Clause 56.

SCHEDULE 17
Authorised Representatives

1. Operator Authorised Representatives

Name	Title	Email address
Torben Carlsen	President & CEO	[redacted]
Mathieu Girardin	Executive Vice President, Head of Ferry	[redacted]
Filip Werne Hermann	Vice President, Head of Channel & Baltics	[redacted]

2. Island Authority Authorised Representative(s)

Name	Title	Email address
Richard Corrigan	Chief Officer of the Department for the Economy	[redacted]
Matt Thomas	Chief Executive Officer of Ports of Jersey	[redacted]
William Sadler	Harbourmaster, Ports of Jersey	[redacted]

SCHEDULE 18
Employee Transfer Provisions

1. **DEFINITONS**

1.1 The following definitions apply in this Schedule 18:

Applicable Employment Regulations means the laws of any jurisdiction relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or parts of undertakings, as amended or re-enacted from time to time including without limitation the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) and the laws of any Member State of the European Union made in accordance with European Council Directive 2001/23/EC.

Existing Services Employees means those employees whose contracts of employment will transfer to the Operator from the Outgoing Service Provider as at the Effective Date.

Exit Transferring Employees means those employees whose contracts of employment will transfer to the Island Authority or a Replacement Service Provider pursuant to Applicable Employment Regulations on a transfer of the Ferry Services (or any part thereof) to the Island Authority or a Replacement Service Provider.

Employment Liabilities means claims, actions, proceedings, orders, demands, (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred.

Operator's Final Personnel List means the list of all the Operator's Personnel engaged in or wholly or mainly assigned to the provision of the Services or any part of the Services at the Service Transfer Date.

Operator's Provisional Personnel List means a list prepared and updated by the Operator of all the Operator's Personnel engaged in, or wholly or mainly assigned to, the provision of the Services or any part of the Services at the date of preparation of the list.

Relevant Transfer means a transfer of employment to which Applicable Employment Regulations apply.

Service Transfer Date means the date on which the Services (or any part of the Services), for whatever reason transfer from the Operator to the Island Authority or any Replacement Service Provider.

Staffing Information means in relation to all person identified on the Operator's Provisional Personnel List or the Operator's Final Personnel List, as the case may be, such information as the Island Authority may reasonably request, but including in an anonymised format:

(a) the functions they perform and details of the proportion of working time each spent in providing the Services (or any Part of the Services);

(b) details of whether they are employees, workers, self-employed, contractors or consultants, agency workers or otherwise;

(c) the identity of their employer or relevant contracting party;

(d) their ages, dates of commencement of employment or engagement, and place of work;

(e) the current wages, salaries, profit sharing, incentive and bonus arrangements applicable to them;

(f) details of other employment-related benefits including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and customer car schemes applicable to them;

(g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);

(h) details of any such individuals on long-term sickness absence, maternity or other statutory leave or otherwise absent from work; and

(i) copies of all relevant documents and materials relating to such information including copies of relevant contracts of employment or engagement (or relevant standard contracts if applied generally in respect of such individuals).

2. EMPLOYEE TRANSFER PROVISIONS ON COMMENCEMENT

2.1 The Parties acknowledge that the commencement of this Agreement may constitute a Relevant Transfer under Applicable Employment Regulations and as a result the contracts of employment between the Outgoing Service Provider and the Existing Services Employees will have effect from the Operational Commencement Date as if originally made between the Operator and each such Existing Services Employee.

2.2 In the event that the commencement of this Agreement does not constitute a Relevant Transfer under Applicable Employment Regulations, the Operator shall proactively engage with the Outgoing Service Provider with the aim of employing all staff that are employed by the Outgoing Service Provider and primarily engaged in the delivery of the Ferry Services immediately prior to the Operational Commencement Date on terms consistent with those offered by the Operator for employees in equivalent positions with effect from the Operational Commencement Date, unless:

2.2.1 there is, in the reasonable opinion of the Operator, an economic, organisational or technical reason not to do so; or

2.2.2 any of the staff are not willing to be employed by the Operator.

3. EMPLOYEE TRANSFER PROVISIONS ON TERMINATION OR EXPIRY

3.1 The Parties acknowledge that subsequent to the commencement of this Agreement, the identity of the provider of the Services may change (whether as a result of the termination of this Agreement, in whole or in part, or otherwise) resulting in the Services being undertaken by a Replacement Service Provider or the Island Authority (**Service Transfer**). Such change in the identity of the supplier of the Services may constitute a Relevant Transfer under Applicable Employment Regulations. Accordingly, if Applicable Employment Regulations apply on a Service Transfer the provisions of paragraph 3.4 shall apply. All other Paragraphs in this paragraph 3 shall apply to all Service Transfers, whether or not Applicable Employment Regulations apply.

3.2 Obligations before a Service Transfer

3.2.1 Within 15 Business Days of the earliest of:

(a) receipt of a notification from the Island Authority of a Service Transfer or intended Service Transfer;

(b) receipt of a notification from the Island Authority of a Termination Notice; or

(c) the date which is 18 months before the expiry of the Term,

the Operator shall at the written request of the Island Authority provide in a suitably anonymised format so as to comply with Applicable Data Protection Laws, the Operator's Provisional Personnel List together with the Staffing Information and it shall provide an updated Operator's Provisional Personnel List at such intervals as reasonably requested by the Island Authority.

3.2.2 At least 90 Business Days prior to the expected Service Transfer, the Operator shall provide to the Island Authority, or, at the direction of the Island Authority to any Replacement Service Provider (i) the Operator's Final Personnel List, which shall identify which of the Operator's personnel named are Exit Transferring Employees and (ii) the Staffing Information in relation to the Operator's Final Personnel List (insofar as such information has not previously been provided).

3.2.3 The Island Authority shall be permitted to use and disclose information provided by the Operator under paragraphs 3.2.1 and 3.2.2 for the purpose of informing any tenderer or other prospective Replacement Service Provider for any services which are identical or substantially similar services to any of the Services (or any part thereof).

3.3 **Restrictions in the period before a Service Transfer**

3.3.1 During the period commencing three (3) months before the expected Service Transfer, the Operator agrees that it shall not without the prior written consent of the Island Authority (not to be unreasonably withheld or delayed):

(a) assign any person to the provision of the Services who is not listed in the Operator's Provisional Personnel List;

(b) replace any personnel listed on the Operator's Provisional Personnel List other than where any replacement is of equivalent grade and is employed on the same terms and conditions of employment as the person they replace;

(c) increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or any part thereof);

(d) increase the proportion of working time spent on the Services (or any part thereof) save for fulfilling assignments and projects previously scheduled;

(e) terminate or give notice to terminate the employment of any persons on the Operator's Provisional Personnel List;

(f) introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees on Operator's Provisional Personnel List;

(g) make, promise, propose, permit or implement any material changes to the terms and conditions of employment of any employees listed on the Operator's Provisional Personnel List (including pensions and any payments connected with the termination of employment);

3.3.2 provided that nothing in the foregoing shall prohibit or restrict the Operator (or its Affiliates) from taking any action or omitting to take any action: (a) which the Operator considers in good faith to be required under applicable law, authority order or to satisfy a contractual obligation, (b) which has been done or omitted to be done at written request of the Island Authority, (c) which is contemplated by this Agreement or which is required in order to give effect or to comply with the terms of this Agreement. Where the Island Authority does not respond to a request for consent given by the Operator pursuant to paragraph 3.3.1 within two (2) Business Days, they shall be deemed to have given their consent to the matter(s) communicated to it in such request.

3.4 Employee transfer on a Service Transfer

3.4.1 Where a Service Transfer constitutes a Relevant Transfer, the contracts of employment between the Operator and the Exit Transferring Employees will have effect from the Service Transfer Date as if originally made between the Replacement Service Provider or the Island Authority as the case may be and each such Exit Transferring Employee.

3.4.2 The Operator shall comply with all of its obligations under Applicable Employment Regulations in respect of the period up to and including the Service Transfer Date and shall perform and discharge all of its obligations in respect of the Exit Transferring Employees arising in respect of the period up to and including the Service Transfer Date including the payment of all remuneration, benefits, entitlements, and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of applicable tax, social security and pension contributions which are attributable to the period ending on the Service Transfer Date.

3.4.3 The Operator shall provide all reasonable cooperation and assistance to the Island Authority and/or any Replacement Service Provider to ensure the smooth transfer of the Exit Transferring Employees on the Service Transfer Date including by providing to the Island Authority, or, at the direction of the Island Authority to any Replacement Service Provider at least thirty Business Days before the expected Service Transfer Date sufficient information to ensure that payroll arrangements can be made including in respect of each Exit Transferring Employee including:

(a) pay slip data for the most recent month;

(b) cumulative tax paid;

(c) tax code as appropriate;

(d) voluntary deductions from pay; and

(e) bank or building society account details for payroll purposes.

SCHEDULE 19
Data Protection Provisions

1. **DATA PROTECTION DEFINITIONS**

1.1 Definitions used in this Schedule:

Authority, **Controller**, **Data Protection Officer**, **Data Subject**, **Personal Data**, **Personal Data Breach**, **Processor**, **Unauthorised Jurisdiction** take the respective meaning given in the Data Protection Legislation.

Data Protection Legislation: means Data Protection (Jersey) Law 2018 and Data Protection Authority (Jersey) Law 2018, and all applicable Law about the processing of personal data and privacy.

Data Protection Impact Assessment: an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.

Data Loss Event: any Personal Data Breach and / or any other event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Agreement, and / or actual or potential loss and / or destruction of Personal Data in breach of this Agreement.

Protective / Security Measures: appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it.

Sub-processor: any third Party appointed to process Personal Data on behalf of the Operator.

2. **DATA PROTECTION OPERATIVE PROVISIONS**

2.1 The Parties acknowledge that for the purposes of the Data Protection Legislation the Operator is the Controller. The Operator will comply with the following provisions as regards the control and processing of Personal Data in the delivery of the Ferry Services.

2.2 The Operator shall at all time comply with all Data Protection Legislation applicable to processing of Personal Data. The Operator shall notify the Island Authority immediately if it considers that any of the Island Authority's instructions infringe the Data Protection Legislation or any other Law.

2.3 The Operator shall prepare of any Data Protection Impact Assessment prior to commencing any processing which it shall provide to the Island Authority on request and which shall include:

2.3.1 a systematic description of the envisaged processing operations and the purpose and / or objectives of the processing;

2.3.2 an assessment of the necessity and proportionality of the processing operations in relation to the Services;

2.3.3 an assessment of the risks to the rights and freedoms and other significant interests of Data Subjects; and

2.3.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

2.4 The Operator shall, in relation to any Personal Data it controls or processes in connection with its obligations under this Agreement:

2.4.1 ensure that it has in place Protective / Security Measures, which have been reviewed and approved by the Island Authority as appropriate to protect against a Data Loss Event having taken account of all relevant matters and including the:

(a) nature of the data to be protected;

(b) harm that might result from a Data Loss Event;

(c) state of technological development; and

(d) cost of implementing any measures;

2.4.2 ensure that:

(a) the Operator personnel, sub-contractors or any other parties do not process Personal Data except in accordance with the Data Protection Legislation

(b) it takes all reasonable steps to ensure the reliability and integrity of any Operator Personnel who have access to the Personal Data and ensure that they:

(i) are aware of and comply with the Operator's duties under this clause;

(ii) are subject to appropriate confidentiality undertakings with the Operator or any Sub-processor;

(iii) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Island Authority or as otherwise permitted by this Agreement; and

(iv) have undergone adequate training in the use, care, protection and handling of Personal Data; and

2.4.3 not transfer Personal Data to an Unauthorised Jurisdiction unless the prior written consent of the Island Authority has been obtained and the following conditions are fulfilled:

(a) the Operator has provided appropriate safeguards in relation to the transfer (in accordance with section 56 of the DP (GDPR) Law or section 44(1) of the DP(LED) Ordinance) as determined by the Island Authority;

(b) the Data Subject has enforceable rights and effective legal remedies;

(c) the Operator complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Island Authority in meeting its obligations); and

(d) the Operator complies with any reasonable instructions notified to it in advance by the Island Authority with respect to the processing of the Personal Data;

2.4.4 at the written direction of the Island Authority, delete or return Personal Data (and any copies of it) to the Island Authority on termination of the Agreement unless the Operator is required by Law to retain the Personal Data.

2.5 Subject to paragraph 2.4 of this Schedule, the Operator shall notify the Island Authority immediately if it becomes aware of a Data Loss Event.

2.6 The Operator's obligation to notify under clause (v) of this Schedule shall include the provision of further information to the Island Authority in phases, as details become available.

2.7 Taking into account the nature of the processing, the Operator shall provide the Island Authority with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 2.5 of this Schedule.

2.8 The Operator shall maintain complete and accurate records and information to demonstrate its compliance with this clause and the Data Protection Legislation.

2.9 The Operator shall allow for audits of its Data Processing activity (including that of any Sub-Processor) by the Island Authority or the Island Authority's designated auditor(s) promptly following any request of the Island Authority.

2.10 The Operator shall designate a data protection officer if required by the Data Protection Legislation.

2.11 Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Operator must:

2.11.1 enter into a written agreement with the Sub-processor which gives effect to the terms set out in paragraph 2.1 of this Schedule such that they apply to the Sub-processor; and

2.11.2 provide the Island Authority with such information regarding the Sub-processor as the Island Authority may reasonably require.

2.12 The Operator shall remain fully liable for all acts or omissions of any Sub-processor.

SCHEDULE 20
Reporting obligations

1. Bunker costs (by fuel type e.g. LNG)

2. Bunker consumption (in tonnes)

3. Revenue / turnover by key segments:

   3.1.1 Freight

   3.1.2 Passenger (includes tours vehicles and passengers)

   3.1.3 onboard sales

3.2 Ancillary

4. Volumes by key segments

   4.1.1 Freight units

   4.1.2 Passengers

   4.1.3 Passenger vehicles

   4.1.4 Onboard transactions

5. Volumes by sailing: freight units, passengers, passenger vehicles

6. Average rates by key segments - 1. Freight Rate 2. passenger rate 3. Passenger vehicles 4. Onboard spend per head

7. Gross Margin for (1) onboard overall (2) retail (3) food & beverage

8. Passenger / passenger vehicles forward bookings (value and volume) per week vs target

9. Staff numbers and staff costs vs budget (shore and ship)

10. Contact centres: Calls offered, calls answered, calls abandoned, call waiting times, call length times (for cales and after sales), booking conversations

11. Web performance: availability, booking Conversion, abandoned

12. Number of unique customers on database: first timers, re-engaged, repeat (and by recency / frequency for loyalty schemes, if any)

13. All those reporting requirements set out in the States of Jersey Sea Transport Policy

Together with such other reporting requirements set out elsewhere in this Agreement (and the Parties may subsequently update this list as required for clarification or ease of management purposes).

SCHEDULE 21
Performance Bond

The Government of Jersey

[*address*]

Dear Sirs,

Performance bond No: [NUMBER] dated [DATE]

14. We understand that you have entered into a Channel Island Ferry Concession Agreement, dated [DATE] (the **Contract**) with [NAME AND ADDRESS OF THE OPERATOR] (the **Operator**) and that under the Contract, as a condition subsequent to the Contract, you require a performance bond in respect of all the Operator's obligations to you (whether such obligations are owed to both or one only of you) under or arising out of the Contract or any failure to perform it.

15. For good and valuable consideration, receipt and sufficiency acknowledged, we [NAME AND ADDRESS OF BANK] irrevocably and unconditionally promise to pay, as primary obligor, to you on your first written demand an amount or amounts not exceeding in aggregate £[redacted] (the **Maximum**) provided that your demand complies with the provisions of Clause 17.

16. This bond shall expire at [•]pm ([•] time) on [DATE] (the **Expiry**).

17. Your demand under this bond:

17.1 must be received by us before Expiry;

17.2 must be signed by or on behalf of both of you; and

17.3 must state:

17.3.1 that the amount claimed is due to you (or one of you) under the Contract or by reason of the Operator's failure to perform the Contract; and

17.3.2 the amount claimed.

18. We agree that any demand or other notice or communication under this bond may be, and will be effectively given to us if sent to [*address*] or such other address as we may advise to you on not less than 30 days notice; and may be sent by mail by a delivery service providing proof of delivery (in which case it shall be deemed as having been received at the time recorded by the delivery service) or by hand (in which case it shall be deemed as having been received at the time of actual delivery).

19. We will make all payments hereunder (i) to such account as you nominate in writing; (ii) by telegraphic transfer in freely transferable Pounds Sterling; (iii) without deduction, withholding, set-off or counterclaim on any account whatsoever, including (without limitation) for any present or future taxes, or for bank or other charges.

20. Subject to the Maximum, you may make more than one demand under this bond.

21. On Expiry, whether returned to us for cancellation or not, this bond shall become null and void, except in relation to any demand properly made on us before Expiry. Any demand received after Expiry shall be ineffective.

22. Our obligations under this bond are primary, and independent of the relationship between you and the Operator, and of any obligations owed between you and it, and are not subject to any claim, objection or defence, whether arising from the relationship between you and the Operator, or otherwise, and are not conditional on the occurrence of any default by the Operator.

23. Any waiver by you of the terms of this bond or any consent or approval given by you shall only be effective if given in writing and then only for the purpose and upon the terms and conditions, if any, on which it is given.

24. This bond and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales

25. We irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this bond or its subject matter or formation (including non-contractual disputes or claims). However, you are also entitled to bring proceedings (whether concurrently or not) in relation to this bond in the courts of any other place where jurisdiction may exist or be established.

26. We irrevocably and unconditionally appoint [NAME OF AGENT] of [ADDRESS IN ENGLAND] as its agent for service of process in respect of any proceedings before the courts of England and Wales and undertakes that throughout the term of this bond we will retain an agent in England and Wales for such purposes, duly advised to you.[1]

In witness of which we have executed and delivered this bond as a deed on the date first written above.

Signed as a deed on behalf of [NAME OF BANK], a company incorporated in [TERRITORY], by [NAME[S] OF PERSON SIGNING], being [a] person[s] who, in accordance with the laws of that territory, [is **OR** are] acting under the authority of the company

.....

Authorised signatory

.....

[Authorised signatory][2]

[1] Not required for entities incorporated in England.

[2] Adapt as appropriate to formalities of jurisdiction of incorporation of bank.

AS WITNESS WHEREOF this Agreement has been duly executed by the Parties the day and year first above written.

Signature page 1 of 2 (Government of Jersey signature below, DFDS A/S signatures on the following page)

Signed by Kirsten Morel
for and on behalf of
GOVERNMENT OF JERSEY

[redacted]

Deputy Kirsten Morel, Minister for Sustainable Economic Development, Government of Jersey

Signed by William Sadler
for and on behalf of
GOVERNMENT OF JERSEY

[redacted]

William Sadler, Harbourmaster, Ports of Jersey

AS WITNESS WHEREOF this Agreement has been duly executed by the Parties the day and year first above written.

Signature page 2 of 2 (DFDS A/S signatures below, Government of Jersey signature on the previous page)

Signed by Torben Carlsen
for and on behalf of
DFDS A/S

[redacted]

CEO (in Danish: Administrerende direktør)

Signed by Karen Boesen
for and on behalf of
DFDS A/S

[redacted]

Executive Director (in Danish: direktør)