

Schedule 17

Draft Termination Disclosure Letter

Private & Confidential

To: [insert addressee]

..... 200[]

Dear Sirs

COMPASS Accommodation Project

1. This is the Termination Disclosure Letter referred to in the Contract (the “**Contract**”) dated [] 2011 entered into between the Secretary of State for the Home Department acting through the United Kingdom Border Agency (the “**Authority**”) and (the “**Provider**”) relating to the provision of accommodation and related services.
2. Unless the context otherwise requires, expressions defined in the Contract have the same meaning in this letter, and the principles of interpretation set out in the Contract shall apply to this letter.
3. The Warranties set out in Clause 27.1(b) and Part B of Schedule 11 of the Contract (the “**Termination Warranties**”) are made and given subject to the disclosures in this letter. Accordingly, the Authority and the Provider agree that the Provider shall not be or be deemed to be in breach of the Termination Warranties in respect of the matters mentioned in or otherwise disclosed by this letter.
4. Although, for ease of reference, certain items in this letter are referenced to particular Termination Warranties, all disclosures in this letter are to be taken as relating to each of the Termination Warranties.
5. The disclosure of any matter or document shall not imply any representation, warranty or undertaking not expressly given in the Contract.
6. This letter shall be construed as including, and there is deemed to be incorporated in this letter, all the information contained in the contents of the documents in the attached bundle (copies of which have been initialled on behalf of the Authority and the Provider for

the purposes of identification) (the “**Disclosure Bundle**”).

7. Unless otherwise stated, references in this letter to document numbers are references to the documents contained in the Disclosure Bundle and listed in the schedule of documents attached to this letter.
9. The following specific disclosures are made in relation to the Warranties:
 - 9.1 Attached to this letter at Appendix [...] is the Provisional Staff List;
 - 9.2 *[Insert specific disclosures but only to the extent that such further matters are reasonably specific and the implications of them are reasonably capable of being properly understood by the Authority]*
10. Would you kindly acknowledge receipt of this letter by signing the acknowledgement on the enclosed duplicate and returning the duplicate to us. Such signature and return will constitute your confirmation that the disclosures in this letter are accepted for the purposes of the Contract on the basis stated in this letter.

Yours faithfully

Signed on behalf of [the Provider]

Signed:

Name: Position:

We acknowledge receipt of the letter of which this is a duplicate.

Signed on behalf of the Secretary of State for the Home Department acting through the United Kingdom Border Agency

Signed: Date:

Name: Position: