# Temporary Repairs

1 If the Contractor informs the Authority that it is unable to Rectify an Event within the specified Rectification Period due to the need for specialised materials or personnel that are not, and cannot reasonably be expected to be, immediately available at the Authority Sites but that a Temporary Repair can be achieved: (a) (b) the Authority shall permit the Contractor to carry out the Temporary Repair proposed by the Contractor unless the Authority, acting reasonably, does not consider that, if the Temporary Repair proposed by the Contractor is carried out, the use of the relevant Area will be in accordance with the Authority's operational practices; and where a Temporary Repair is permitted, a deadline by which a Permanent Repair must be made shall be set, giving the Contractor a reasonable period within which to carry out the Permanent Repair (the "Permanent Repair Deadline"). Both the Authority and the Contractor shall act reasonably in seeking to agree what the deadline should be. 4.11.2 During any period beginning at the time when a Temporary Repair has been approved by the Authority and ending at the earlier of: (a) (b) the time at which a Permanent Repair is successfully completed; or the Permanent Repair Deadline, the Availability Criteria shall be replaced by the agreed minimum Availability Criteria for the purposes of assessing if the relevant Area and/or Training Session and/or Course is Unavailable. 4.11.3 If the agreed Temporary Repair is affected within the specified Rectification Period (as referred to in paragraph 4.11.1) and the Permanent Repair is effected by no later than the Permanent Repair Deadline then no Service Performance Failure or Unavailability Event will occur, and no Deduction may be made, in respect of the Event. 4.11.4 If the Temporary Repair is not carried out within the specified Rectification Period, a Service Performance Failure and/or, as the case may be, Unavailability Event shall be deemed to occur and the following provisions shall apply: (a) there shall be a further period (an "Additional Period") beginning on the expiry of the Rectification Period and of a duration equal to that of the Rectification Period. The Contractor shall ensure that the Temporary Repair is successfully carried out prior to the expiry of the Additional Period. If the Temporary Repair is not successfully carried out by the Contractor before the expiry of the Additional Period, a further Service Performance CONTRACT NUMBER MOD PFI PAv2 385 OCTOBER 2011 Failure or, as the case may be, Unavailability Event shall occur and a further Additional Period shall commence; and (b) (c) unless the Temporary Repair has been successfully carried out by the Contractor prior to the expiry of each Additional Period then, subject to paragraph 4.11.4(c), a further Service Performance Failure or, as the case may be, Unavailability Event shall occur until such time as the Temporary Repair shall have been successfully completed; and if the Temporary Repair is not successfully carried out by the Contractor prior to the Permanent Repair Deadline, and no Permanent Repair has been successfully carried out, the right for the Contractor to carry out a Temporary Repair pursuant to this paragraph 4.11 shall cease and paragraph 4.11.5 shall apply. 4.11.5 If the Permanent Repair is not carried out by the Permanent Repair Deadline, a Service Performance Failure and/or, as the case may be, an Unavailability Event shall be deemed to occur on the expiry of the Permanent Repair Deadline and the provisions of paragraphs 4.4.3 and 4.4.4 (Commencement and Duration of Unavailability) shall apply.