



SCHEDULE 14:

PAYMENT MECHANISM

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1. **Definitions and Interpretation**

- 1.1 For the purposes of this **Schedule 14 (Payment Mechanism)**, unless the context otherwise requires:

Term	Definition
"Activate"	<p>means, as relevant:</p> <p>(1) the activation of a RRAPP Band in accordance with paragraph 7.2 (RRAPP Band Activation); or</p> <p>(2) the activation of an APP Band in accordance with paragraph 8.2 (APP Band Activation); or</p> <p>(3) the activation of an Immediate RRAPP Band in accordance with paragraph 16.2 (Immediate RRAPP Band Activation),</p> <p>and Activated, Active, Activating and Activation shall be construed accordingly;</p>
"Active APP Band"	<p>means an APP Band in respect of which:</p> <p>(a) the Authority has served an APP Band Activation Notice;</p> <p>(b) the date specified in the relevant APP Band Activation Notice for the addition of Additional Prisoner Places has been reached; and</p> <p>(c) the date specified in any APP Band Deactivation Notice relating to that APP Band has not been reached;</p>
"Active Immediate RRAPP Band"	<p>means an Immediate RRAPP Band in respect of which:</p> <p>(a) the Authority has served an Immediate RRAPP Band Activation Notice;</p> <p>(b) the date specified in the relevant Immediate RRAPP Band Activation Notice for the reduction in the Available Prisoner Places in that Immediate RRAPP Band has been reached; and</p> <p>(c) the date specified in any Immediate RRAPP Band Deactivation Notice relating to that RRAPP Band has not been reached;</p>
"Active RRAPP Band"	<p>means a RRAPP Band in respect of which:</p> <p>(a) the Authority has served a RRAPP Band Activation Notice;</p> <p>(b) the date specified in the relevant RRAPP Band Activation</p>



	Notice for the reduction in the Available Prisoner Places in that RRAPP Band has been reached; and (c) the date specified in any RRAPP Band Deactivation Notice relating to that RRAPP Band has not been reached;
"Actual Redundancy Cost"	has the meaning given to it in Part 2 of Schedule 18 (TUPE, Employees and Pensions) ;
"Additional Prisoner Place" or "APP"	means an Additional Prisoner Place, in addition to the Certified Normal Accommodation Level;
"Aggregate Quarterly Payment"	means the aggregate of the Monthly Contract Price for each Month in any Performance Quarter in accordance with paragraph 2.14 (Adjustment for Performance Point Deductions) ;
"Annual Interventions Cost" or "AIC"	means the annual cost of delivering Interventions in accordance with Part 4 (Interventions) of Schedule 1 determined in accordance with paragraph 2.6 (Monthly Interventions Payment) ;
"Annual Lifecycle Cost" or "ALC"	means the anticipated annual Lifecycle cost for each Contract Year as set out in the Lifecycle Cost Programme, the aggregate of such annual sums being then converted into a daily payment through the Operational Services Lifecycle Cost as set out in paragraph 12.5 (Operational Services Available Prisoner Place Payment) ;
"Annual Utility Services Consumption Targets" or "Ct"	means, for each utility service, the figures set out in the table in paragraph 13.1.5.2 (Utility Target) ;
"Annual Utility Adjustment" or "AUA"	means the annual utility adjustment to be made (if any) pursuant to paragraph 2.11.5 (Annual Utility Adjustment) ;
"Annual Utility Services Cost Estimate" or "AUSCE"	means the amount calculated in accordance with paragraph 2.10 (Monthly Utility Fee) ;
"Anticipated Redundancy Cost"	has the meaning given to it in Part 2 of Schedule 18 (TUPE, Employees and Pensions) ;
"APP Bands"	has the meaning assigned to it in paragraph 8.1 (APP Bands) ;
"APP Band Activation Notice"	has the meaning given to it in paragraph 8.2.1 (APP Band Activation) ;



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"APP Band Deactivation Notice"	has the meaning given to it in paragraph 8.3.1 (APP Band Deactivation) ;
"APP Band Demobilisation Cost" or "ADMC"	means any one-off reasonable costs resulting directly from a decrease in the staffing levels required to deliver a lower number of Available Prisoner Places, which are actually incurred by the Contractor due to the Deactivation of one or more APP Bands in accordance with paragraph 2.18 (APP Band Demobilisation Cost) but excluding any costs relating to redundancy including those covered by the Base Case Anticipated Redundancy Cost, the Anticipated Redundancy Cost, the Headcount Adjustment and/or the Service Change Redundancy Surcharge;
"APP Band Mobilisation Costs" or "AMC"	means any one-off reasonable costs resulting directly from an increase in the staffing levels required to deliver a higher number of Available Prisoner Places, which are actually incurred by the Contractor due to the Activation of one or more APP Bands in accordance with paragraph 2.17 (APP Band Mobilisation Costs) ;
"APP Fee" or "AF"	has the meaning given to it in paragraph 8.5.1 (Additional Prisoner Place Fees) ;
"APP Fee Indexation Components"	means the components APP Fee ₁ and APP Fee ₂ , into which each APP Band is divided for the purposes of indexation, as set out in paragraph 4.5 (Indexation of APP Fee) ;
"Authority Required Doubled Up Prisoner" or "ARDUP"	means both Doubled Up Prisoners who are sharing a Single Prison Cell at the request of the Authority;
"Availability Basis"	means paying for each Available Prisoner Place or Additional Prisoner Place, during the relevant period;
"Available Prisoner Place"	means a Prisoner Place that constitutes an Available Prisoner Place in accordance with paragraph 5.3 (Available Prisoner Place) ;
"Average Weekly Earning Index" or "AWE"	means AWE-K5DL: Average Weekly Earnings Index Services, seasonally adjusted, excluding bonuses;
"Base Case Anticipated Redundancy Cost" or "BARC"	means the Contractor's tendered amounts in respect of Anticipated Redundancy Cost as set out within its final tender and included within Tab "21. Anticipated Redundancy Costs" of the Base Case



as at the Commencement Date, such amounts being payable in accordance with **paragraph 2.4 (Monthly Contract Price)** and subject to adjustment in accordance with **paragraph 2.20 (Anticipated Redundancy Cost)**;

"Base Date for Indexation" means 1 April 2025 save in the case of indexation of the aggregate liability cap in the Parent Company Guarantee for which the Base Date for Indexation means 1 April 2024;

"Care and Separation Unit" means a place where a Prisoner is held in cellular confinement within the Prison;

"Cell Certificate" means a certificate issued in accordance with **paragraph 5.1 (Cell Certificates)**;

"Cell Certificate Rectification Notice" has the meaning given to it in **paragraph 6.7 (Cell Certificate Rectification)**;

"Cell Certificate Requirements" means the requirements with which a Prison Cell must comply, as set out in PSI 17/2012 in accordance with **paragraph 5.1 (Cell Certificates)**;

"Cell Certificate Schedule" means a cell certificate schedule in the form specified by the Authority contained in PSI 17/2012 Annex D as at the Services Commencement Date;

"Cell Certificate Schedule Summary Sheet" means a cell certificate summary sheet in the form specified by the Authority contained in PSI 17/2012 Annex D as at the Commencement Date;

"Certified Normal Accommodation Level" or "CNAL" means the normal level of Available Prisoner Places at the Prison as set out in **paragraph 13.1 (Prison Specific Information)** and as referenced in **Part 1 (Custodial Services) of Schedule 1 (Authority's Custodial Service Requirements)** (also referred to as "Certified Normal Accommodation");

"Climate Change Levy" or "CCL" means the expected climate change levy for the utility service for the Contract Year as agreed between the Authority and the Contractor at the start of the Contract Year in accordance with **paragraph 2.10 (Monthly Utility Fee)**;



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"Climate Change Levy Adjustment" or "CCLA"	has the meaning given to it in paragraph 2.11.7 (Annual Utility Adjustment) ;
"Committed Investment Works"	has the meaning given to it in Schedule 5 (Mobilisation) ;
"Committed Investment Works Costs" or "CIWC"	means the Committed Investment Works Costs as set out in paragraph 14.2 (Committed Investment Works Costs) ;
"Consumer Prices Index" or "CPI"	means the Consumer Prices Index;
"Consumption Target" or "Ca"	means the Annual Utility Services Consumption Target for the relevant utility service for the relevant Contract Year as set out in paragraph 13.1.5.2 (Utility Target) ;
"Contractor Doubled Up Prisoner" or "CDUP"	means a Prisoner sharing a Single Prison Cell as a result of the relocation of Prisoners by the Contractor in accordance with paragraph 2.13 (Contractor Doubled Up Prisoners Reduction) ;
"Contractor Doubled Up Prisoner Excess" or "CDUP Excess"	has the meaning given to it in paragraph 2.13.5.1 (Contractor Doubled Up Prisoners Reduction) ;
"Contractor Doubled Up Prisoners Reduction" or "CDUPR"	means the Contractor Doubled Up Prisoners Reduction for each Day of that Month, calculated in accordance with paragraph 2.13.5.2 (Contractor Doubled Up Prisoners Reduction) ;
"Daily Payment" or "DP"	means the amount calculated in accordance with paragraph 2.5 (Daily Payment) ;
"Daily Total APP Payment" or "DTAPP"	means the additional fee payable in the Daily Payment for all additional APP bands, calculated in accordance with paragraph 2.5.3 (Calculation of Daily Total APP Payment) ;
"Daily Total Immediate RRAPP Deduction" or "DTIRD"	means the amount deductible from the Daily Payment for all Active Immediate RRAPP Bands, calculated in accordance with paragraph 2.19 (Calculation of Daily Total Immediate RRAPP Deduction) ;



"Daily Total RRAPP Adjustment" or "DTRA"	means the amount of adjustment to the Daily Payment for all Active RRAPP Bands, calculated in accordance with paragraph 2.5.2 (Calculation of Daily Total RRAPP Adjustment) ;
"Deactivate"	means, as relevant: (1) the de-Activation of a RRAPP Band in accordance with paragraph 7.3 (RRAPP Band Deactivation) ; (2) the de-Activation of an APP Band in accordance with paragraph 8.3 (APP Band Deactivation) ; or (3) the de-Activation of an Immediate RRAPP Band in accordance with paragraph 16.3 (Immediate RRAPP Band Deactivation) , and Deactivated, Deactivating and Deactivation shall be construed accordingly;
"Doubled Up Prisoner"	means a Prisoner sharing a Single Prison Cell other than in any healthcare areas of the Prison or in a Care and Separation Unit;
"Emergency Prisoner Places"	has the means given to it in paragraph 7.4 (Emergency Prisoner Places) ;
"Energy Infrastructure"	means any infrastructure or equipment installed by or on behalf of the Authority (including where installed by the Contractor) prior to, on or after the Commencement Date that relate to any Energy Saving Solutions;
"Estimated Unit Cost" or "U"	means the estimated unit cost of the utility service at the start of the Contract Year as agreed between the Authority and the Contractor in accordance with paragraph 2.10.2 (Annual Utility Services Cost Estimate) ;
"Headcount Adjustment"	has the meaning given to it in Part 2 of Schedule 18 (TUPE, Employees and Pensions) ;
"Immediate Reduction in Requirement for Available Prisoner Places" or "IRRAPP"	means a reduction in the Authority's requirement for an immediate reduction in Available Prisoner Places notified in accordance with paragraph 16 (Notification of Immediate Reduction in Requirement for Available Prisoner Places) ;

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"Immediate RRAPP Band"	has the meaning given to it in paragraph 16.1.2 (Immediate RRAPP Bands) ;
"Immediate RRAPP Band Activation Notice"	has the meaning given to it in paragraph 16.2.1 (Immediate RRAPP Band Activation) ;
"Immediate RRAPP Band Conversion"	has the meaning given to it in paragraph 16.4.1 (Immediate RRAPP Band Conversion) ;
"Immediate RRAPP Band Conversion Notice"	has the meaning given to it in paragraph 16.4.1 (Immediate RRAPP Band Conversion) ;
"Immediate RRAPP Band Deactivation Notice"	has the meaning given to it in paragraph 16.3.1 (Immediate RRAPP Band Deactivation) ;
"Immediate RRAPP Band Deduction Costs" or "IRRAPPBDC"	means the variable costs, as set out in paragraph 16.5 (Daily Total Immediate RRAPP Deductions) which are used to calculate the DTIRD;
"Immediate RRAPP Band Demobilisation Period"	has the meaning given to it in paragraph 16.3.2 (Immediate RRAPP Band Deactivation) ;
"Immediate RRAPP Band Mobilisation Period"	has the meaning given to it in paragraph 16.2.3 (Immediate RRAPP Band Activation) ;
"Immediate RRAPP Band Table"	means the table in paragraph 16.5 (Daily Total Immediate RRAPP Deductions) ;
"Incorrect Daily Report"	means information in the Daily Report which cannot be verified in accordance with paragraph 10.2 (Incorrect Daily Reports) ;
"Incorrect Overpayment"	has the meaning assigned to it in paragraph 10.2.2 (Incorrect Daily Reports) ;
"Incorrect Underpayment"	has the meaning assigned to it in paragraph 10.2.3 (Incorrect Daily Reports) ;
"Indexation Review Date"	means 1 April in each Year following the Commencement Date (and for the avoidance of doubt the first indexation review date shall be 1 April 2026);
"Interventions Non-Staff Cost" or "INSC"	has the meaning assigned to it in paragraph 2.6.2 (Monthly Interventions Payment) ;



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"Interventions Staff Cost" or "ISC"	has the meaning assigned to it in paragraph 2.6.2 (Monthly Interventions Payment) ;
"Legitimate Operational Reasons"	means where it can be demonstrated that it is in the best interest of the Prisoner in question to take the action proposed;
"Lifecycle"	means, in accordance with Schedule 11 (Property and Facilities Management) , the replacement of or major repairs to the Built Environment and M&E Assets which are critical to the continued operation of related buildings and site infrastructure but, for the avoidance of doubt, it excludes (i) any Contractor Assets and equipment comprised within the Equipment Register; and (ii) any low value replacements or repairs it is reasonable to assume would be carried out as part of the performance of the Services;
"Lifecycle Cost Programme" or "LCP"	means the anticipated cost of the Lifecycle programme as set out in paragraph 14 (Lifecycle Cost Programme) ;
"Lifecycle Reserve Account" or "LRA"	means the separate bank account in which the Contractor must hold the aggregate of the Monthly Lifecycle Transfers in accordance with paragraph 2.16.3 (Monthly Lifecycle Transfer) ;
"Logged Rectification Time"	means the time of the Contractor's notification of rectification of an Unavailable Prisoner Place pursuant to paragraphs 6.6 (Rectification for Failure to Comply with the Minimum Requirements) or 6.7 (Cell Certificate Rectification) ;
"Logged Unavailability Time"	means the time of the Contractor's notification that a Prisoner Place has become an Unavailable Prisoner Place pursuant to paragraph 6.1 (Notification of Unavailability) ;
"Maximum Available Prisoner Places" or "MAPP"	means the maximum number of Available Prisoner Places required by the Authority, as set out in paragraph 13 (Prison Specific Information) ;
"Minimum Additional Contracted Capacity" or "MACC"	means those Additional Prisoner Places which the Authority is obliged to pay for on an Availability Basis as set out in paragraph 8 (Additional Prisoner Places) ;
"Minimum APP Band Period"	has the meaning assigned to it means the period specified in paragraph 8.3.3 (APP Band Deactivation) ;



"Minimum Immediate RRAPP Band Period"	has the meaning given to it in paragraph 16.2.8 (Immediate RRAPP Band Activation) ;
"Minimum Requirements"	means, in relation to a Prisoner Place, the requirements so described in Part 1 of Schedule 1 (Authority's Requirements (Custodial Services)) ;
"Minimum Requirement Rectification Notice"	has the meaning given to it in paragraph 6.6.1 (Rectification for Failure to Comply with the Minimum Requirements) ;
"Minimum RRAPP Band Period"	means the period specified in paragraph 7.2.5 (RRAPP Band Activation) ;
"Mobilisation Period"	has the meaning given to it in Schedule 5 (Mobilisation) ;
"Mobilisation Retention Amount"	has the meaning given to it in paragraph 15.3 (Monthly Mobilisation Payment Schedule) ;
"Monthly Contract Price" or "MCP"	means the amount payable in respect of Available Prisoner Places in any Month before any Performance Point Deductions, deductions pursuant to paragraph 2.13.5 (Contractor Doubled Up Prisoners Reduction) or other adjustments, calculated in accordance with paragraph 2.4 (Monthly Contract Price) ;
"Monthly Daily Payment" or "MDP"	means the aggregate of the Daily Payment for each Day in the Month calculated in accordance with paragraph 2.4 (Monthly Contract Price) ;
"Monthly Interventions Payment" or "MIP"	means the amount calculated in accordance with paragraph 2.6 (Monthly Interventions Payment) ;
"Monthly Lifecycle Transfer" or "MLT"	means an amount equal to the aggregate daily Operational Services Lifecycle Cost (OSLC) over a Month which must be transferred into the Lifecycle Reserve Account in the amount calculated in accordance with paragraph 2.16.1 (Monthly Lifecycle Transfer) ;
"Monthly Mobilisation Payment" or "MMP"	means the Monthly Mobilisation Payment calculated in accordance with paragraph 2.2 (Monthly Mobilisation Payment) ;
"Monthly Mobilisation Payment Schedule"	means the Monthly Mobilisation Payment Schedule setting out the periods during which the Monthly Mobilisation Payment is due to the Contractor in each Month it is applicable determined in



	accordance with at paragraph 15 (Monthly Mobilisation Payment Schedule) ;
"Monthly Pass-through Costs" or "MPTC"	means the Monthly Pass-through Costs payable in accordance with paragraph 2.21 (Calculation of Monthly Pass-through Costs) ;
"Monthly Payment" or "MP"	means the amount calculated in accordance with paragraph 2 (Monthly Payment) ;
"Monthly Service Payment" or "MSP"	means the amount calculated in accordance with paragraph 2.3 (Monthly Service Payment) ;
"Monthly Utility Fee" or "MUF"	means the pro-rated monthly cost of the aggregate fee for of each utility service paid by the Authority calculated as set out in paragraph 2.10 (Monthly Utility Fee) ;
"Number of Doubled Up Prisoners" or "NDUP"	means the number of Doubled Up Prisoners on that Day in accordance with paragraph 2.13 (Contractor Doubled Up Prisoners Reduction) ;
"Operational Services"	means all Services;
"Operational Services Available Prisoner Place Payment" or "OSP"	means the amount payable per Day for Operational Services for each Available Prisoner Place, calculated in accordance with paragraph 12.5 (Operational Services Available Prisoner Place Payment) ;
"Operational Services Fixed Costs" or "OSFC"	means the Operational Services fixed costs for the Day, as set out in paragraph 12.5 (Operational Services Available Prisoner Place Payment) ;
"Operational Services Lifecycle Cost Inflation Factor" or "OSLCF"	means the CPI factor by which price inflation is applied to the Operational Services Lifecycle Cost in accordance with paragraph 4.7 (Indexation of Operational Services Lifecycle Costs) ;
"Operational Services Lifecycle Costs" or "OSLC"	means the Operational Services Lifecycle costs for the Day, as set out in paragraph 12.5 (Operational Services Available Prisoner Place Payment) ;
"Operational Services Non-Staff Costs" or "OSNSC"	means the Operational Services non-staff costs for the Day, as set out in paragraph 12.5 (Operational Services Available Prisoner Place Payment) ;



"Operational Services Non-Staff Costs Inflation Factor" or "OSNSCF"

means the CPI factor by which price inflation is applied to the Operational Services Non-Staff Costs in accordance with **paragraph 4.2 (Indexation of Operational Services Non-Staff Costs)**;

"Operational Services Staff Costs" or "OSSC"

means the Operational Services Staff Costs for the Day, as set out in **paragraph 12.5 (Operational Services Available Prisoner Place Payment)**;

"Operational Services Staff Costs Inflation Factor" or "OSSCF"

means the AWE factor by which price inflation is applied to the Operational Services Staff Costs with **paragraph 4.3 (Indexation of Operational Services Staff Costs)**;

"Pass-through Basis"

means for the purposes of **paragraph 2.21 (Calculation of Monthly Pass-through Costs)** a basis whereby the relevant costs:

- (1) have been specifically approved by the Authority in writing in accordance with **paragraph 2.21 (Calculation of Monthly Pass-through Costs)**;
- (2) where relating to third party costs, have been invoiced (together with any applicable VAT) to the Contractor no earlier than ninety (90) days prior to the Contractor's invoice to the Authority for the associated Monthly Pass-through Costs pursuant to this **Schedule 14 (Payment Mechanism)**; and
- (3) are invoiced to the Authority by the Contractor without any mark-up or margin (including, for the avoidance of doubt, Project Profit Margin) or any other additional sum being applied;

"Permitted Level"

means the maximum number of Doubled Up Prisoners that is permitted for Legitimate Operational Reasons (and not caused, or contributed to, by the Unavailability of Prison Cells) before resulting in a Deduction in accordance with **paragraph 2.13 (Contractor Doubled Up Prisoners Reduction)**;

"Planned Preventative Maintenance" or "PPM"

has the meaning given to it in **Schedule 11 (Property and Facilities Management)**;



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"Preparation for Service Period"	has the meaning given to it in Schedule 5 (Mobilisation) ;
"Price Base Date"	means the date at which the base sum payable for each type of Escape is calculated, in accordance with paragraph 9.2.2 (Payment for Escapes) ;
"Price Year"	means the Contract Year;
"Prison Population"	means the actual number of Prisoners accommodated at the Prison at the time of evening lock-up on the relevant Day;
"Project Profit Margin"	<div>Redacted under FOIA section 43, Commercial interests</div>
"Reactive Maintenance"	has the meaning given to it in Schedule 11 (Property and Facilities Management) ;
"Rectification Period"	means the aggregate of: (a) the period from the Logged Unavailability Time up to (and including) midnight on the Day in which the Logged Unavailability Time occurs; and (b) twenty four (24) hours after the expiry of the Day in which the Logged Unavailability Time occurs;
"Reduction in Requirement for Available Prisoner Places" or "RRAPP"	means a reduction in the Authority's requirement for Available Prisoner Places notified in accordance with paragraph 7 (Notification of Reduction in Requirement for Available Prisoner Places) ;
"Redundancy Risk Premium" and "Redundancy Risk Reduction"	have the meanings given to them in Part 2 of Schedule 18 (TUPE, Employees and Pensions) ;
"Relocate"	means to change a Prisoner's accommodation to another Available Prisoner Place in another Prison Cell in the Prison, and Relocation shall be construed accordingly;



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"RRAPP Adjustment" or "RA"	means the aggregate of the RRAPP Adjustments for each Active RRAPP Band for that Day determined in accordance with the RRAPP Band Table in paragraph 13.1.4 (RRAPP Band Table) ;
"RRAPP Band"	has the meaning given to it in paragraph 7.1 (RRAPP Bands) ;
"RRAPP Band Activation Notice"	has the meaning given to it in paragraph 7.2.1 (RRAPP Band Activation) ;
"RRAPP Band Deactivation Notice"	has the meaning given to it in paragraph 7.3.1 (RRAPP Band Deactivation) ;
"RRAPP Band Demobilisation Cost" or "RDMC"	means any one-off reasonable costs resulting directly from an increase in the staffing levels required to deliver a higher number of Available Prisoner Places, which are actually incurred by the Contractor due to the Deactivation of one or more RRAPP Bands in accordance with paragraph 2.9 (RRAPP Band Demobilisation Cost) ;
"RRAPP Band Demobilisation Period"	has the meaning given to it in paragraph 7.3.2 (RRAPP Band Deactivation) ;
"RRAPP Band Mobilisation Costs" or "RMC"	means any one-off reasonable costs resulting directly from a decrease in the staffing levels required to deliver a lower number of Available Prisoner Places, which are actually incurred by the Contractor due to the Activation of one or more RRAPP Bands in accordance with paragraph 2.8 (RRAPP Band Mobilisation Costs) but excluding any costs relating to redundancy including those covered by the Base Case Anticipated Redundancy Cost, the Anticipated Redundancy Cost, the Headcount Adjustment and/or the Service Change Redundancy Surcharge;
"RRAPP Band Mobilisation Period"	has the meaning given to it in paragraph 7.2.3 (RRAPP Band Activation) ;
"RRAPP Band Table"	means the table in paragraph 13.1.4 (RRAPP Band Table) ;
"Schedule of Wage Rates"	has the meaning given to it in Schedule 16 (Change Protocol) ;
"Service Change Redundancy Surcharge" or "SCRS"	has the meaning given to it in Schedule 18 (TUPE, Employees and Pensions) Part 3 (Redundancy Surcharge) ;



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"Standing Charge" or "S"	means the expected standing charge for the utility service for the Contract Year as agreed between the Authority and the Contractor at the start of the Contract Year in accordance with paragraph 2.10.2 (Annual Utility Services Cost Estimate) ;
"Standing Charge Adjustment" or "SCA"	has the meaning given to it in paragraph 2.11.6 (Annual Utility Adjustment) ;
"Subsistence Payment"	means, in respect of Prisoners who are being discharged from Prison, the subsistence payment pursuant to the Prison discharge policy PSI 72/2011 (formerly known as the Prisoner Discharge Grant), such payment being at the per-Prisoner value set from time to time by the Authority;
"TUPE Risk Premium" and "TUPE Risk Reduction"	have the meanings given to them in Part 2 of Schedule 18 (TUPE, Employees and Pensions) ;
"TUPE Surcharge" or "TS"	has the meaning given to it in Part 2 of Schedule 18 (TUPE, Employees and Pensions) ;
"Unavailable Prisoner Place" or "Unavailability"	means a Prisoner Place that is not an Available Prisoner Place;
"Unavailable Prisoner Place due to PPM" or "Unavailability due to PPM"	means a Prisoner Place that is an Unavailable Prisoner Place by reason of Planned Preventative Maintenance (PPM);
"Unavailable Prisoner Place due to Reactive Maintenance" or "Unavailability due to Reactive Maintenance"	means a Prisoner Place that is an Unavailable Prisoner Place by reason of Reactive Maintenance;
"Unit Actual" or "UA"	means the actual unit cost of the utility service over the Contract Year in accordance with paragraph 2.11.5 (Annual Utility Adjustment) ;
"Unit Estimate" or "UE"	means the Annual Utilities Services Cost Estimate for the relevant utility service in accordance with paragraph 2.11.5 (Annual Utility Adjustment) ;



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"Utilised Basis"	means paying for each Available Prisoner Place or Additional Prisoner Place which is available and occupied by a Prisoner for each Day or part of a Day during the relevant period;
"Utility Services Fee"	means the aggregate fee for each utility service payable paid by the Authority as set out in paragraph 2.10 (Monthly Utility Fee) ; and
"Utility Target" or "UT"	means the utility targets set out in paragraph 13.1.5.2 (Utility Target) .



2. **Monthly Payment**

2.1 **Monthly Payment Formula**

2.1.1 The Authority will commence payment of the Monthly Payment following the Services Commencement Date save in respect of the Monthly Mobilisation Payment which may commence prior to such date in accordance with **paragraph 2.2 (Monthly Mobilisation Payment)**. Any failure by the Contractor to meet the requirements of the Services Commencement Date will result in no payment being made by the Authority (save in accordance with **paragraph 2.2 (Monthly Mobilisation Payment)**) until the Contractor has met its requirements and is in a position to receive Prisoners.

2.1.2 The Monthly Payment for each Month shall be calculated in accordance with the following formula:

$$MP = MSP + MMP$$

where:

MP = the Monthly Payment;

MSP = the Monthly Service Payment calculated in accordance with **paragraph 2.3 (Monthly Service Payment)**; and

MMP = the Monthly Mobilisation Payment calculated in accordance with **paragraph 2.2 (Monthly Mobilisation Payment)**.

2.2 **Monthly Mobilisation Payment**

2.2.1 The Monthly Mobilisation Payment for each Month in which it is applicable shall be paid as set out in the Monthly Mobilisation Payment Schedule at **paragraph 15 (Monthly Mobilisation Payment Schedule)**.

2.3 **Monthly Service Payment**

The Monthly Service Payment for each Month shall be calculated in accordance with the following formula:

$$MSP = MCP - CDUPR - PPD$$

where:



- MSP = the Monthly Service Payment;
- MCP = the Monthly Contract Price calculated in accordance with **paragraph 2.4 (Monthly Contract Price)**;
- CDUPR = the Contractor Doubled Up Prisoners Reduction for each Day of that Month, calculated in accordance with **paragraph 2.13 (Contractor Doubled Up Prisoners Reduction)**; and
- PPD = for the invoice at the end of the second Month following the end of the previous Performance Quarter, the Deduction made for Performance Points for the previous Performance Quarter in accordance with **paragraph 2.14 (Adjustment for Performance Point Deductions)**.

2.4 Monthly Contract Price

The Monthly Contract Price for each Month shall be calculated in accordance with the following formula:

$$\text{MCP} = \text{MDP} + \text{MIP} + \text{RMC} + \text{RDMC} + \text{MUF} \pm \text{AUA} \pm \text{TS} + \text{SCRS} + \text{AMC} + \text{ADMC} + \text{BARC} + \text{CIWC} + \text{MPTC}$$

where:

- MCP = the Monthly Contract Price;
- MDP = the aggregate of the Daily Payment for each Day in the Month;
- MIP = the Monthly Interventions Payment for the Month;
- RMC = any RRAPP Band Mobilisation Costs (in respect only of any Month in which such one-off costs are payable);
- RDMC = any RRAPP Band Demobilisation Costs (in respect only of any Month in which such one-off costs are payable);
- MUF = the Monthly Utility Fee;
- AUA = any Annual Utility Adjustment;
- TS = the TUPE Surcharge (in respect only of those Months during which it applies);
- SCRS = the Service Change Redundancy Surcharge in accordance with Part 3 (Redundancy Surcharge) of **Schedule 18 (TUPE, Employees and Pensions)**



(in respect only of any Month in which such one-off costs are payable);

AMC = any APP Band Mobilisation Costs (in respect only of any Month in which such one-off costs are payable);

ADMC = any APP Band Demobilisation Costs (in respect only of any Month in which such one-off costs are payable);

BARC = any Base Case Anticipated Redundancy Cost due to be paid in accordance with **paragraph 2.20 (Anticipated Redundancy Cost)**, together with any adjustment in respect of a Redundancy Risk Premium or Redundancy Risk Reduction calculated in accordance with such paragraph;

CIWC = any Committed Investment Works Cost for the Month in accordance with **paragraph 14.2 (Committed Investment Works Costs)**; and

MPTC = the Monthly Pass-through Costs.

2.4.1 The Authority reserves the right to update the calculation set out above in this **paragraph 2.4** to reflect any agreed Change.

2.5 **Daily Payment**

The amount payable in respect of each Day of the Service Period (the "Daily Payment") shall be calculated by multiplying the Operational Services Available Prisoner Place Payment by the number of Available Prisoner Places on the Day (up to and including the Certified Normal Accommodation Level (CNAL) and less the reduced requirement for Available Prisoner Places including any Activated RRAPP Bands and adding the Operational Services Lifecycle Cost multiplied by the Certified Normal Accommodation Level, less the Daily Total RRAPP Adjustment for the Day plus the Daily Total APP Payment and less the Daily Total Immediate RRAPP Deduction in accordance and with the following formula:

$$DP = ((OSP - OSLC) \times (NAPP - NRRAPP)) + (OSLC \times CNAL) +/- DTRA + DTAPP - DTIRD$$

where:

DP = the Daily Payment;

OSP = the Operational Services Available Prisoner Place Payment for the Day;

OSLC = the Operational Services Lifecycle Costs for the Day, as set out in **paragraph 12.5 (Operational Services Available Prisoner Place**



Payment);

- NAPP = the number of Available Prisoner Places on that Day, up to and including the Certified Normal Accommodation Level (CNAL);
- NRRAPP = the aggregate number of Available Prisoner Places on any Day that the Authority does not require to be provided under an Active RRAPP Band, as determined in the column headed "Cumulative RRAPP Limit" in the relevant RRAPP Band Table as set out at **paragraph 13.1.4 (RRAPP Band Table)**;
- CNAL = the Certified Normal Accommodation Level (CNAL);
- DTRA = the Daily Total RRAPP Adjustment for the Day;
- DTAPP = the Daily Total APP Payment for the Day; and
- DTIRD = the Daily Total Immediate RRAPP Deduction for the Day.

2.5.1 Operational Services Available Prisoner Place Payment

- 2.5.1.1 The Operational Services Available Prisoner Place Payment, payable for the delivery of Operational Services, shall be calculated by adding together the Operational Services Non-Staff Costs, the Operational Services Staff Costs and the Operational Services Fixed Costs for the relevant Day, in accordance with the following formula:

$$\text{OSP} = \text{OSNSC} + \text{OSSC} + \text{OSFC} + \text{OSLC}$$

where:

- OSP = the Operational Services Available Prisoner Place Payment for the Day;
- OSNSC = the Operational Services Non-Staff Costs for the Day, as set out in **paragraph 12.5 (Operational Services Available Prisoner Place Payment)**;
- OSSC = the Operational Services Staff Costs for the Day, as set out in **paragraph 12.5 (Operational Services Available Prisoner Place Payment)**;



OSFC = the Operational Services Fixed Costs for the Day, as set out in **paragraph 12.5 (Operational Services Available Prisoner Place Payment)**; and

OSLC = the Operational Services Lifecycle Costs for the Day, as set out in **paragraph 12.5 (Operational Services Available Prisoner Place Payment)**.

2.5.1.2 The Operational Services Available Prisoner Place Payment shall be subject to indexation in accordance with **paragraph 4 (Indexation)**.

2.5.2 **Calculation of Daily Total RRAPP Adjustment**

2.5.2.1 Where there is one or more Active RRAPP Band, the Daily Total RRAPP Adjustment for each Day shall be calculated in accordance with the following formula:

$$DTRA = \sum RAs$$

where:

DTRA = the Daily Total RRAPP Adjustment for that Day; and

RAs = the aggregate of the RRAPP Adjustments for each Active RRAPP Band for that Day determined in accordance with **paragraph 13 (Prison Specific Information)**.

2.5.2.2 This Daily Total RRAPP Adjustment shall be subject to indexation in accordance with **paragraph 4 (Indexation)**.

2.5.3 **Calculation of Daily Total APP Payment (DTAPP)**

2.5.3.1 Where there is one or more Active APP Band, the Daily Total APP Payment for each Day shall be calculated in accordance with the following formula:

$$DTAPP = \sum AFs$$



where:

DTAPP = the Daily Total APP Payment for that Day; and

AFs = the aggregate of the fee paid for each Active APP Band for that Day determined in accordance with **paragraph 8 (Additional Prisoner Places)** with particular reference to **paragraph 8.5.3**.

2.5.3.2 This Daily Total APP Payment shall be subject to indexation in accordance with **paragraph 4 (Indexation)**.

2.5.4 The calculation of Daily Total Immediate RRAPP Deduction (DTIRD) is in accordance with **paragraph 2.19 (Calculation of Daily Total Immediate RRAPP Deduction)**.

2.6 Monthly Interventions Payment

2.6.1 The Monthly Interventions Payment shall cover the staff costs associated with the delivery of Interventions.

2.6.2 The Annual Interventions Cost for each Contract Year shall be calculated as follows:

$$AIC = ISC + INSC$$

where:

AIC = the Annual Interventions Cost;

ISC = the Interventions Staff Cost; and

INSC = the Interventions Non-Staff Cost.

2.6.3 The Monthly Interventions Payment for each Month in each Contract Year shall be calculated as follows:

$$MIP = \frac{AIC}{12}$$

where:

MIP = the Monthly Interventions Payment; and

AIC = the Annual Interventions Cost.

- 2.6.4 The Annual Interventions Cost for the first and second Contract Year shall be as set out in **paragraph 12.6 (Annual Interventions Cost)**, and for subsequent Contract Years shall be subject to any adjustment proposed by the Contractor and approved by the Authority in accordance with **paragraph 2.6.6** below and **paragraph 5.4 of Part 4 (Interventions) of Schedule 1 (Authority's Requirements (Custodial Services))**.
- 2.6.5 Where any Contract Year is more or less than twelve (12) months, the Monthly Interventions Payment will be calculated by pro-rating the Annual Interventions Cost to the number of months in the Contract Year.
- 2.6.6 At the end of the second and each subsequent Contract Year, the Authority and the Contractor will perform a reconciliation between the expected volume of Interventions as identified within the Annual Interventions Plan and the actual volume of Interventions delivered in that Contract Year (and in light of the first Contract Year 1 being a short year, there is no such reconciliation for that Contract Year but the reconciliation shall take place alongside the reconciliation for Contract Year 2). In the event that the Contractor has delivered fewer Interventions than those so identified, the Contractor will apply a credit to the invoice for the first Month of the next Contract Year (or make a payment to the Authority within thirty (30) Days of a written request) in an amount calculated in accordance with **paragraph 12.6 (Annual Interventions Cost)** which will be updated from time to time to reflect the Interventions cost for each Contract Year. For the avoidance of doubt, if the Contractor has delivered more Interventions than those so identified, no additional payment shall be made by the Authority.
- 2.6.7 The Annual Interventions Cost shall be subject to indexation in accordance with **paragraph 4 (Indexation)**.

2.7 Insurance

- 2.7.1 If the Contractor believes that there has been a material change within the global insurance market that arises from events beyond the reasonable control of the Contractor (or any Contractor Related Party) or the Authority, and such change causes a substantial increase in the overall cost of maintaining the Required Insurances (to the levels set out therein) that is not provided for within the contingency or margin components (or any other components) of the Contract Price:

2.7.1.1 the Contractor may initiate a Contractor Change under the process set out in **Schedule 16 (Change Protocol)** in respect of the level of the insurance costs; and

2.7.1.2 the Authority (without commitment) will consider the Contractor Change in accordance with the process set out in such Schedule.

2.8 RRAPP Band Mobilisation Costs

2.8.1 Not less than three (3) Months after the Month in which a RRAPP Band or group of RRAPP Bands is Activated, the Authority shall pay the Contractor any RRAPP Band Mobilisation Costs and any Service Change Redundancy Surcharge calculated in accordance with **Part 3 (Redundancy Surcharge)** of **Schedule 18 (TUPE, Employees and Pensions)** resulting directly from a reduction in the staffing levels required to deliver a lower number of Available Prisoner Places, in each case which are actually incurred by the Contractor due to the Activation of one or more RRAPP Bands.

2.8.2 The Contractor shall take all reasonable steps to mitigate any RRAPP Band Mobilisation Costs and Service Change Redundancy Surcharge, for example (without limitation) through the effective redeployment of staff. The Contractor shall demonstrate to the Authority what steps it is taking in this regard and provide clear documented evidence of the RRAPP Band Mobilisation Costs and Service Change Redundancy Surcharge actually incurred.

2.9 RRAPP Band Demobilisation Cost

2.9.1 Not less than 3 (three) Months after the Month in which:

2.9.1.1 a RRAPP Band or group of RRAPP Bands is Deactivated, or

2.9.1.2 the Authority gives the Contractor an emergency notice pursuant to paragraph 7.4.1 (Emergency Prisoner Places),

the Authority shall pay the Contractor the RRAPP Band Demobilisation Costs.

2.9.2 The Contractor shall take all reasonable steps to mitigate any RRAPP Band Demobilisation Costs, for example (without limitation) through the effective redeployment and recruitment of staff. The Contractor shall demonstrate to the Authority what steps it is taking in this regard and provide clear documented evidence of the RRAPP Band Demobilisation Costs actually incurred.

2.10 Monthly Utility Fee



2.10.1 The Monthly Utility Fee

2.10.1.1 The Monthly Utility Fee is the aggregate of the payments made to the supplier for each utility service and is based on an estimated fee which is calculated at the start of each Contract Year as set out in **paragraph 2.10.2 (Annual Utility Services Cost Estimate)**.

2.10.1.2 The Annual Utility Services Consumption Target for the utility service will be as bid by the Contractor during the procurement and is as set out in **paragraph 13.1.5.2 (Utility Target)**.

2.10.1.3 The Contractor is mandated to use the Authority's utility supplier in accordance with **Schedule 3 (Authority Third Party Contracts)** and pay that supplier directly.

2.10.2 **Annual Utility Services Cost Estimate**

2.10.2.1 The Annual Utility Services Cost Estimate in respect of each utility service shall be calculated as follows:

$$AUSCE_1 = \sum_{\text{All utilities}} (U \times C_t) + S + CCL$$

where:

$AUSCE_1$ = the Annual Utility Services Cost Estimate;

U = the Estimated Unit Cost of the utility service for the relevant Contract Year as agreed between the Authority and the Contractor at the start of the Contract Year. The Estimated Unit Cost of the utility service should be based on the most recently available unit cost information as provided by the relevant utility service supplier;

C_t = the Annual Utility Services Consumption Target for the utility service for that Contract Year as set out in **paragraph 13.1.5.2 (Utility Target)**;

S = the expected Standing Charge for the utility service for the Contract Year as agreed between the Authority and the Contractor at the start of the Contract Year; and



CCL = the expected Climate Change Levy for the utility service for the Contract Year as agreed between the Authority and the Contractor at the start of the Contract Year.

2.10.3 The calculation set out in **paragraph 2.10.2.1 (Annual Utility Services Cost Estimate)** will be repeated for each utility service required at the Prison as set out in **paragraph 13.1.5.2 (Utility Target)**.

2.10.4 The Annual Utility Services Cost Estimate will be calculated by adding together the Annual Utility Services Cost Estimate for each utility service as follows:

$$\text{AUSCE} = \text{AUSCE}_1 + \text{AUSCE}_2 + \text{AUSCE}_3 + \text{AUSCE}_4 \dots$$

2.10.5 The Monthly Utility Fee for each Month shall be calculated in accordance with the following formula:

$$\text{MUF} = \frac{\text{AUSCE}}{12}$$

where:

MUF = the Monthly Utility Fee; and

AUSCE = the Annual Utility Services Cost Estimate as calculated in accordance with **paragraph 2.10.2**.

2.10.6 Where any Contract Year is more or less than twelve (12) months, the Monthly Utility Fee will be paid by pro-rating the AUSCE to the number of months in the period.

2.10.7 To the extent that the Authority designates the contracts for utility services as an Optional Authority Third Party Contract (as defined in **Schedule 3 (Authority Third Party Contracts)**), and where the Contractor elects to use its own utilities supplier as a result, the Parties shall agree, in accordance with the process outlined in that Schedule, any appropriate amendments to this Schedule to take account of the Contractor's election.

2.10.8 The Utility Services Fee shall not be subject to indexation.

2.11 Annual Utility Adjustment



2.11.1 The amount payable by the Authority in respect of the second Month following the end of each Contract Year shall be adjusted by an amount (the "Annual Utility Adjustment") calculated in accordance with this **paragraph 2.11 (Annual Utility Adjustment)**, to reflect performance against the Annual Utility Services Cost Estimate for each utility service.

2.11.2 The Utility Targets for each Contract Year shall be as set out in **paragraph 13.1.5.2 (Utility Target)**, save that:

2.11.2.1 where the Authority proposes to change the number of Available Prisoner Places, the Utility Targets shall be amended as a Change in accordance with **Schedule 16 (Change Protocol)**, provided that until any such Change is implemented, the Annual Utility Adjustment mechanism and the Utility Targets existing immediately prior to such Change shall apply.

2.11.3 NOT USED.

2.11.4 NOT USED.

2.11.5 Annual Utility Adjustment – unit cost

2.11.5.1 In every Contract Year, on 1 April, the actual average unit cost of each utility service over the previous Contract Year shall be calculated and compared to the relevant Annual Utility Services Cost Estimate.

2.11.5.2 Where the actual unit cost in the previous Contract Year is less than the relevant Estimated Unit Cost of the utility service, the Contractor shall pay to the Authority, the Annual Utility Adjustment being a sum equal to;

$$AUA = \sum_{\text{All utilities}} (U - UA) \times C_a \text{ +/- SCA +/- CCLA}$$

where:

AUA= the Annual Utility Adjustment as may be applicable in respect of the preceding Contract Year;

UA = the actual unit cost of the utility service over the Contract Year;



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U = the Estimated Unit Cost of the utility service for the relevant Contract Year as agreed between the Authority and the Contractor at the start of the Contract Year;

Ca = the Annual Utility Services Consumption Target for the relevant utility service for the relevant Contract Year;

SCA = the Standing Charge Adjustment as set out in **paragraph 2.11.6**; and

CCLA = the Climate Change Levy Adjustment as set out in **paragraph 2.11.7**,

and the Authority shall deduct the Annual Utility Adjustment from the Monthly Contract Price for the second Month of the Contract Year following the Contract Year to which the review relates.

2.11.5.3 Where the actual unit cost in the previous Contract Year is more than the relevant Annual Utility Services Cost Estimate, the Authority shall pay to the Contractor, the Annual Utility Adjustment being a sum equal to:

$$AUA = \sum_{\text{All utilities}} (UA - U) \times Ca \pm SCA \pm CCLA$$

where:

AUA = the Annual Utility Adjustment as may be applicable in respect of the preceding Contract Year;

UA = the actual unit cost of the utility service over the Contract Year;

U = the Estimated Unit Cost of the utility service for the relevant Contract Year as agreed between the Authority and the Contractor at the start of that Contract Year;

Ca = the Annual Utility Services Consumption Target for the relevant utility service for the relevant Contract Year;

SCA = the Standing Charge Adjustment as set out in **paragraph 2.11.6**; and



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CCLA = the Climate Change Levy Adjustment as set out in **paragraph 2.11.7**,

and the Authority shall add the Annual Utility Adjustment to the Monthly Contract Price for the second Month of the Contract Year next following the Contract Year to which the review relates.

- 2.11.6 In each Contract Year, an amount shall be added to or deducted from, as the case may be, the Monthly Contract Price for the second Month of that Contract Year to reflect the difference between the actual standing charge paid by the Contractor (by reference to utility services bills) for the previous Contract Year and the amount paid as part of the Monthly Contract Price, the "Standing Charge Adjustment", pursuant to **paragraph 2.10.2 (Annual Utility Services Cost Estimate)** in respect of the standing charge for that previous Contract Year.
- 2.11.7 In each Contract Year, an amount shall be added to or deducted from, as the case may be, the Monthly Contract Price for the second Month of that Contract Year to reflect the difference between the actual Climate Change Levy paid by the Contractor (by reference to utility services bills) for the previous Contract Year and the amount paid as part of the Monthly Contract Price (the "**Climate Change Levy Adjustment**"), pursuant to **paragraph 2.10.2 (Annual Utility Services Cost Estimate)** in respect of the Climate Change Levy for that previous Contract Year.
- 2.11.8 Subject to the other provisions of **paragraph 2.11.5 (Annual Utility Adjustment)**, if the actual consumption of the utility services over each Contract Year is higher or lower than the Annual Utility Services Consumption Target, there shall be no further adjustment to the Monthly Contract Price.
- 2.11.9 **Implementation of Energy Saving Solutions by Contractor and introduction of new Energy Saving Solutions**
- 2.11.9.1 In relation to the Energy Saving Solutions that, as at the Commencement Date, the Contractor is required to implement following the Services Commencement Date (as set out in the Contractor's Proposals):
- (a) the Energy Saving Solutions shall be implemented from such date as set out in the Contractor's Proposals; and
 - (b) the impact of the Energy Saving Solutions on the Annual Utility Services Consumption Target of the relevant utility service is set

out in the Contractor's Proposals and is already incorporated into this Schedule and the Base Case.

2.11.9.2 Following the Commencement Date, either Party may propose the introduction of new Energy Saving Solutions (over and above the Contractor's Energy Saving Solutions referred to in **paragraph 2.11.9.1**), following which:

- (a) such proposed new Energy Saving Solutions may be implemented as a Change in accordance with **Schedule 16 (Change Protocol)**; and
- (b) both Parties will agree how the Energy Saving Solution impacts the Annual Utility Services Consumption Target and the Estimated Unit Cost of the utility service at that time in accordance with **Schedule 16 (Change Protocol)**.

2.11.9.3 The Contractor acknowledges the Contractor has no right or entitlement to make use of any Energy Infrastructure installed at or adjacent to the Prison until such use is approved by the Authority in writing as part of the Change implemented in accordance with the provisions of **Schedule 16 (Change Protocol)**.

2.11.10 Both the Authority and the Contractor reserve the right to request a review of the agreed Consumption Targets during the Contract Period and the parties agree that any change agreed to the Consumption Targets will be a Contractor Change under **Schedule 16 (Change Protocol)**. As an example, the Parties expect that a change in Consumption Targets would need to be agreed in the event that the Activation or Deactivation of a RRAPP Band or an APP Band led to a material change in the consumption of a utility service.

2.11.11 The Annual Utility Adjustment shall not be subject to indexation.

2.12 TUPE Surcharge

2.12.1 In accordance with **Part 2 of Schedule 18 (TUPE, Employees and Pensions)**, a TUPE Surcharge may apply. The Contractor is responsible for calculating the TUPE Surcharge payment which will require the review and approval of the Authority in accordance with such Schedule.

2.12.2 For any Contract Year in which a TUPE Surcharge applies, the Authority shall notify the Contractor in writing to confirm the TUPE Risk Premium or TUPE Risk Reduction to apply and to confirm whether this will be applied as an adjustment to



the Monthly Contract Price in accordance with **Part 2 of Schedule 18 (TUPE, Employees and Pensions)**.

2.13 Contractor Doubled Up Prisoners Reduction

2.13.1 On each Day:

2.13.1.1 the number of Doubled Up Prisoners on that Day shall be counted; and

2.13.1.2 the number of Contractor Doubled Up Prisoners shall be calculated by deducting the number of Authority Required Doubled Up Prisoners on that Day from the number of Doubled Up Prisoners, in accordance with the following formula:

$$CDUPs = NDUP - ARDUP$$

where:

CDUPs = the number of Contractor Doubled Up Prisoners on that Day;

NDUP = the number of Doubled Up Prisoners on that Day; and

ARDUP = the number of Authority Required Doubled Up Prisoners.

2.13.2 If on any Day the number of Contractor Doubled Up Prisoners for Legitimate Operational Reasons (and not caused, or contributed to, by the Unavailability of Prison Cells) is less than or equal to the Permitted Level, there shall be no reduction to the Daily Payment for that Day pursuant to this **paragraph 2.13 (Contractor Doubled Up Prisoners Reduction)**.

2.13.3 The Permitted Level of Contractor Doubled Up Prisoners for Legitimate Operational Reasons (and not caused by, or contributed to, by the Unavailability of Prison Cells) is 0 Prisoners.

2.13.4 If a Prisoner Place has been certified as an Unavailable Prisoner Place in line with **paragraph 6 (Prisoner Places and Unavailability)** (or is otherwise subject to Unavailability due to PPM or Unavailability due to Reactive Maintenance as noted in **paragraph 5.3 (Available Prisoner Place)**), the Contractor must take all reasonable steps to place that Prisoner in another Available Prisoner Place or, where



no other Available Prisoner Place exists, arrange for the Authority to remove the Prisoner (in which case the indemnity set out in **clause 66.1.1.5 (Contractor's Indemnity)** shall apply). In the event that the Contractor has been unable to place the Prisoner in an Available Prisoner Place other than by doubling up, the Prisoner will be classed as an Authority Required Doubled Up Prisoner and accordingly the Contractor Doubled Up Prisoners Reduction shall not apply.

2.13.5 If on any Day the number of Contractor Doubled Up Prisoners for any reason is more than the Permitted Level, the Contractor Doubled Up Prisoners Reduction for that Day shall be calculated in accordance with the following provisions:

2.13.5.1 the number of Contractor Doubled Up Prisoners which exceeds the Permitted Level (the "CDUP Excess") on that Day shall be calculated in accordance with the following formula:

$$\text{CDUPE} = \text{CDUPs} - \text{PL}$$

where:

CDUPE = the CDUP Excess;

CDUPs = the number of Contractor Doubled Up Prisoners on that Day; and

PL = the Permitted Level on that Day;

2.13.5.2 the Contractor Doubled Up Prisoners Reduction is the monthly deduction applied to the Monthly Service Payment and shall be calculated in accordance with the following formula:

$$\text{CDUPR} = \text{CDUPE} \times \text{OSP} \times 0.35$$

where:

CDUPR = the Contractor Doubled Up Prisoners Reduction for that Day;

CDUPE = the CDUP Excess on that Day; and

OSP = the Operational Services Available Prisoner Place Payment for that Day.



2.14 **Adjustment for Performance Point Deductions**

The invoice for the second Month following the end of each Performance Quarter shall be reduced in respect of any Performance Points accrued for the previous Performance Quarter in accordance with the following formula:

$$PPD = PP \times AQP \times 0.0001$$

where:

PPD = the Performance Point Deduction;

PP = the cumulative number of Performance Points incurred during the previous Performance Quarter, up to (and including) the last Day of the Performance Quarter, pursuant to the provisions of **Schedule 15 (Performance Mechanism)** subject to **paragraph 2.14.1**; and

AQP = the Aggregate Quarterly Payment, which shall be the aggregate of the Monthly Contract Price for each Month in any Performance Quarter.

2.14.1 **Performance Points to be Disregarded**

2.14.1.1 If the Contractor accepts any Prisoners in accordance with **paragraph 7.4 (Emergency Prisoner Places)**, then:

- (a) the Contractor shall not be relieved of any of its obligations under this Contract;
- (b) the Contractor shall maintain and submit reports in accordance with **paragraph 10 (Reporting)**;
- (c) any Performance Points accruing in respect of those Prisoner Places only shall, for the purposes of calculating any adjustment to the Monthly Contract Price pursuant to **paragraph 2.14 (Adjustment for Performance Point Deductions)**, be disregarded; and
- (d) any Performance Points accruing in respect of those Prisoner Places only, shall be disregarded for the purposes of the Authority's right to terminate this Contract for a Contractor Default falling under **paragraph (m)** of the definition of Contractor Default.

2.14.1.2 If a Relief Event or a Force Majeure Event occurs, Performance Points which accrue as a direct result of the Relief Event or Force Majeure Event in the period in which the Relief Event or Force Majeure Event (as the case may be) is subsisting shall be disregarded for the purposes of the Authority's right to terminate this Contract for a Contractor Default falling under **paragraph (m)** of the definition of Contractor Default.

2.14.1.3 No Deductions may be made if, and to the extent that, it has been demonstrated to the reasonable satisfaction of the Authority that the Deduction is a direct result of a Compensation Event.

2.15 Rates

2.15.1 The Authority shall be responsible for paying any local council rates (or their equivalent) in relation to the Prison.

2.16 Monthly Lifecycle Transfer

The Contractor shall transfer, each Month, a sum into the Lifecycle Reserve Account calculated in accordance with **paragraph 2.16.1** (the "Monthly Lifecycle Transfer") and the following provisions shall apply:

2.16.1 the Monthly Lifecycle Transfer in each Month shall be the aggregate of the OSLC payable in the relevant Month (after applying the $(OSLC \times CNAL)$ multiplier in accordance with **paragraph 2.5 (Daily Payment)**);

2.16.2 in the event that the Contractor wishes to bring forward any expenditure to which the Annual Lifecycle Cost relates, the Authority will review the request on a case by case basis following issue by the Contractor of a Contractor Change under the process set out in Schedule 16 (Change Protocol);

2.16.3 the Contractor shall, prior to the Services Commencement Date, set up a ring-fenced interest-bearing bank account into which it will pay the Monthly Lifecycle Transfer when received (the "**Lifecycle Reserve Account**"). The Contractor shall only use the monies in the Lifecycle Reserve Account for the delivery of Lifecycle works, or to fund any Lifecycle works which resulted in the Lifecycle Reserve Account being overdrawn, as set out in the Lifecycle Cost Programme referred to at **paragraph 14 (Lifecycle Cost Programme)**. At the end of the Service Period, the Contractor's total spend on such Lifecycle works will be compared to the expected spend as set out in the Lifecycle Cost Programme. Any surplus held in the Lifecycle Reserve Account will be shared in a ratio of:



- 2.16.3.1 75% of any surplus to the Authority and 25% of any surplus to the Contractor where the Service Period ends on the Expiry Date or on any Termination Date not provided for in **paragraphs 2.16.3.2 or 2.16.3.3**;
- 2.16.3.2 100% of any surplus to the Authority and 0% of any surplus to the Contractor where the Service Period ends on the Termination Date pursuant to **clause 44 (Termination on Contractor Default)**, **clause 46 (Termination of the Framework Agreement)** or **clause 48 (Termination for Prohibited Act and Prohibited Equality and Diversity Act)** or **clause 49 (Voluntary Termination by the Authority)** or on the Early Termination Date; or
- 2.16.3.3 0% of any surplus to the Authority and 100% of any surplus to the Contractor where the Service Period ends on the Termination Date pursuant to **clause 43 (Termination on Authority Default)**.

Where the Service Period ends on the Expiry Date or Early Termination Date, the Contractor shall pay to the Authority a sum equal to the Authority's share of any such surplus no later than the Expiry Date or Early Termination Date (as applicable), failing which the Authority shall be entitled to deduct a sum equal to its unpaid share from any sums otherwise payable to the Contractor on or after the Expiry Date or Early Termination Date (as applicable) and/or recover such unpaid share from the Contractor as a debt. Where the Service Period ends on the Termination Date, the Authority shall be entitled to deduct its share (if any) of any such surplus from any sums otherwise payable to the Contractor (including any Termination Sum payable by the Authority pursuant to **Part X** of this Contract), or (at the Authority's option) to recover such unpaid share from the Contractor as a debt;

- 2.16.4 for the avoidance of doubt, the Contractor's obligations **under clause 64.3.2 (Maintenance of Records)** shall include the obligation to keep detailed records of:
 - 2.16.4.1 all Lifecycle works carried out in the performance of the Contractor's Lifecycle obligations pursuant to **Schedule 11 (Property and Facilities Management)**; and
 - 2.16.4.2 the actual amount spent by the Contractor in so doing ("**Lifecycle Spend**"); and
- 2.16.5 without prejudice to the generality of **clause 64 (Contractor's Records and Provision of Information)**, the Contractor shall upon written request permit the Authority access to all the Contractor's records, receipts, invoices, reports, drawings,



technical specifications and performance logs relating to any Lifecycle works and Lifecycle Spend, so as to enable the Authority to obtain an accurate assessment of the figures quoted. The Contractor shall provide all reasonable co-operation and assistance to the Authority to allow it access to such documents and information and shall in a bona fide manner respond promptly to all reasonable requests for further documents and information made by the Authority in respect of any Lifecycle Assets and the condition of the same and Lifecycle Spend.

2.17 APP Band Mobilisation Costs

2.17.1 Not more than three (3) Months after the Month in which:

2.17.1.1 an APP Band or group of APP Bands is Activated; or

2.17.1.2 the Authority gives the Contractor an emergency notice pursuant to **paragraph 7.4 (Emergency Prisoner Places)**,

the Contractor shall invoice the Authority with the APP Band Mobilisation Costs.

2.17.2 The Contractor shall take all reasonable steps to mitigate any APP Band Mobilisation Costs, for example (without limitation) through the effective redeployment and recruitment of staff. The Contractor shall demonstrate to the Authority what steps it is taking in this regard and provide clear documented evidence of the APP Band Mobilisation Costs actually incurred.

2.18 APP Band Demobilisation Cost

2.18.1 Not more than three (3) Months after the Month in which an APP Band or group of APP Bands is Deactivated, the Contractor shall invoice the Authority the APP Band Demobilisation Costs and the Service Change Redundancy Surcharge.

2.18.2 The Contractor shall take all reasonable steps to mitigate any APP Band Demobilisation Costs and any Service Change Redundancy Surcharge in accordance with **Schedule 18 (TUPE, Employees and Pensions)**, for example (without limitation) through the effective redeployment of staff. The Contractor shall demonstrate to the Authority what steps it is taking in this regard and provide clear documented evidence of the APP Band Demobilisation Costs and Service Change Redundancy Surcharge actually incurred.

2.19 Calculation of Daily Total Immediate RRAPP Deduction

2.19.1 Where there is one or more Active Immediate RRAPP Band, the Daily Total Immediate RRAPP Deduction for each Day shall be calculated in accordance with



the Immediate RRAPP Band Table as presented in **paragraph 16.5 (Daily Total Immediate RRAPP Deductions)**.

2.19.2 The DTIRD shall be subject to indexation in accordance with **paragraph 4 (Indexation)** where it shall be indexed in line with the OSNSC indexation.

2.19.3 No payment shall be made by the Authority for the mobilisation or demobilisation costs incurred by the Contractor as a result of the Authority Activating or Deactivating an Immediate RRAPP Band.

2.20 **Anticipated Redundancy Cost**

2.20.1 The Anticipated Redundancy Cost relates to certain anticipated redundancy costs in respect of employees whose contracts of employment have transferred to the Contractor as described in **Part 2 of Schedule 18 (TUPE, Employees and Pensions)**.

2.20.2 The Base Case Anticipated Redundancy Cost is set out in the Table at **paragraph 12.9 (Base Case Anticipated Redundancy Cost)** and represents the Contractor's tendered amounts in respect of Anticipated Redundancy Costs for the twelve (12) month period following the Services Commencement Date.

2.20.3 The Base Case Anticipated Redundancy Cost shall be payable by the Authority during such twelve (12) month period as part of the Monthly Contract Price in accordance with **paragraph 2.4 (Monthly Contract Price)** provided that, in accordance with **Part 2 of Schedule 18 (TUPE, Employees and Pensions)**, no later than the expiry of that period the Contractor shall conduct a reconciliation of its Actual Redundancy Cost against the Anticipated Redundancy Cost. Any resultant Redundancy Risk Premium or Redundancy Risk Reduction that has been agreed or determined to be due (in accordance with the provisions of **Part 2 of Schedule 18 (TUPE, Employees and Pensions)**), shall be applied as an increase or, as the case may be, reduction against the Monthly Contract Price on such basis as is agreed with the Authority.

2.20.4 The Base Case Anticipated Redundancy Cost shall not be subject to indexation.

2.21 **Calculation of Monthly Pass-through Costs**

2.21.1 The costs set out in this **paragraph 2.21** shall be the "Monthly Pass-through Costs".

2.21.2 During the Service Period, the Authority shall pay the Contractor on a Pass-through Basis for Subsistence Payments made to Prisoners each month, calculated by multiplying the number of Prisoners that have been discharged from the Prison in



the month by the prevailing value of the applicable Subsistence Payment provided that:

- 2.21.2.1 Subsistence Payments shall not be subject to indexation;
- 2.21.2.2 the Contractor shall include such Subsistence Payments in its monthly invoice in the month following the month in which the Subsistence Payments were made by the Contractor; and
- 2.21.2.3 the Contractor shall promptly provide evidence of the Subsistence Payments made as requested by the Authority from time to time.



3. **Monthly Contract Price Adjustments**

Where pursuant to any of the provisions of this Contract an adjustment is made to the Monthly Contract Price (including where such adjustment is made under **Schedule 16 (Change Protocol)**), the Monthly Service Payment and any relevant underlying component parts as set out in **paragraph 2 (Monthly Payment)** shall be adjusted accordingly and thereafter all relevant calculations shall be carried out on the basis of such adjustments.



4. **Indexation**

4.1 Where elements of the Monthly Payment are expressly stated to be subject to indexation, such indexation shall take place on the Indexation Review Date in accordance with this **paragraph 4 (Indexation)**.

4.2 **Indexation of Operational Services Non-Staff Costs**

The Operational Services Non-Staff Costs for each Day shall be adjusted on each Indexation Review Date in accordance with the following formula:

$$\text{OSNSC} = \text{OSNSC}_n \times \text{OSNSCF}_n$$

where:

OSNSC = the Operational Services Non-Staff Costs;

OSNSC_n = the amount of Operational Services Non-Staff Costs per Available Prisoner Place per Day for the relevant Price Year as set out in the table in **paragraph 12.5 (Operational Services Available Prisoner Place Payment)**;

OSNSCF_n = the CPI factor by which price inflation is applied to the Operational Services Non-Staff Costs as follows:

(a) at the first Indexation Review Date this number shall be calculated in accordance with the following formula:

$$\text{OSNSCF}_n = 1 + \left(\frac{\text{CPI}_A - \text{CPI}_B}{\text{CPI}_B} \right)$$

(b) at each subsequent Indexation Review Date this number shall be calculated in accordance with the following formula:

$$\text{OSNSCF}_n = \text{OSNSCF}_{n-1} \times \left(1 + \left(\frac{\text{CPI}_A - \text{CPI}_B}{\text{CPI}_B} \right) \right)$$

where:

OSNSCF_{n-1} = OSNSCF_n as at the previous Indexation Review Date;



CPI_A = the level of CPI for the Month preceding the relevant Indexation Review Date by three (3) Months; and

CPI_B = at the first Indexation Review Date, the level of CPI published for the Month preceding the Base Date for Indexation by three (3) months; and at each subsequent Indexation Review Date, the level of CPI_A as at the last Indexation Review Date.

4.2.1 Any subsequent update to the CPI index, after the indexation calculation set out above has been performed, should be ignored unless the Office for National Statistics specifically identifies it as a restatement due to error.

4.2.2 In the event that the CPI ceases to be published by the Office for National Statistics, the Authority shall notify the Contractor of the replacement index to be used, such index to be introduced using the process set out in **Schedule 16 (Change Protocol)**.

4.3 Indexation of Operational Services Staff Costs

The Operational Services Staff Costs for each Day shall be adjusted on each Indexation Review Date in accordance with the following formula:

$$OSSC = OSSC_n \times OSSCF_n$$

where:

$OSSC$ = the Operational Services Staff Costs;

$OSSC_n$ = the amount of Operational Services Staff Costs per Available Prisoner Places per Day for the relevant Price Year as set out in the table in **paragraph 12.5 (Operational Services Available Prisoner Place Payment)**;

$OSSCF_n$ = the AWE factor by which price inflation is applied to the Operational Services Staff Costs, as follows:

(a) at the first Indexation Review Date this number shall be calculated in accordance with the following formula:

$$OSSCF_n = 1 + \left(\frac{AWE_A - AWE_B}{AWE_B} \right)$$

(b) at each subsequent Indexation Review Date this number shall be

calculated in accordance with the following formula

$$\text{OSSCF}_n = \text{OSSCF}_{n-1} \times \left(1 + \left(\frac{\text{AWE}_A - \text{AWE}_B}{\text{AWE}_B} \right) \right)$$

where:

OSSCF_{n-1} = OSSCF_n as at the previous Indexation Review Date;

AWE_A = the level of AWE for the Month preceding the relevant Indexation Review Date by three (3) Months;

AWE_B = at the first Indexation Review Date, the level of AWE published for the Month preceding the Base Date for Indexation by three (3) months; and at each subsequent Indexation Review Date, the level of AWE_A as at the last Indexation Review Date.

4.3.1 Any subsequent update to the AWE index, after the indexation calculation set out above has been performed, should be ignored unless the Office for National Statistics specifically identifies it as a restatement due to error.

4.3.2 In the event that the AWE index ceases to be published by the Office for National Statistics, the Authority shall notify the Contractor of the replacement index to be used, such index to be introduced using the process set out in **Schedule 16 (Change Protocol)**.

4.4 **Indexation of RRAPP Adjustment**

4.4.1 At each Indexation Review Date, the RRAPP Adjustment for each RRAPP Band shall be adjusted in two separate parts as follows:

- (a) RRAPP_1 shall be increased or decreased by the percentage equal to the percentage increase or decrease (as the case may be) in the level of Operational Services Non-Staff Costs occurring on the relevant Indexation Review Date pursuant to **paragraph 4.2 (Indexation of Operational Services Non-Staff Costs)**; and
- (b) RRAPP_2 shall be increased or decreased by the percentage equal to the percentage increase or decrease (as the case may be) in the level of Operational Services Staff Costs occurring on the relevant Indexation Review Date pursuant to **paragraph 4.3 (Indexation of**



Operational Services Staff Costs).

4.5 Indexation of APP Fee

4.5.1 At each Indexation Review Date, the APP Fee for each APP Band shall be adjusted in two separate parts as follows:

- (a) APP Fee₁ shall be increased or decreased by the percentage equal to the percentage increase or decrease (as the case may be) in the level of Operational Services Staff Costs occurring on the relevant Indexation Review Date pursuant to **paragraph 4.3 (Indexation of Operational Services Staff Costs)**; and
- (b) APP Fee₂ shall be increased or decreased by the percentage equal to the percentage increase or decrease (as the case may be) in the level of Operational Services Non-Staff Costs occurring on the relevant Indexation Review Date pursuant to **paragraph 4.2 (Indexation of Operational Services Non-Staff Costs)**.

4.6 Indexation of Interventions Payment

At each Indexation Review Date, the Interventions Staff Cost shall be increased or decreased by the percentage equal to the percentage increase or decrease (as the case may be) in the level of Operational Services Staff Costs occurring on the relevant Indexation Review Date pursuant to **paragraph 4.3 (Indexation of Operational Services Staff Costs)**.

At each Indexation Review Date, the Interventions Non-Staff Cost shall be increased or decreased by the percentage equal to the percentage increase or decrease (as the case may be) in the level of Operational Services Non-Staff Costs occurring on the relevant Indexation Review Date pursuant to **paragraph 4.2 (Indexation of Operational Services Non-Staff Costs)**.

4.7 Indexation of Operational Services Lifecycle Cost

The Operational Services Lifecycle Cost for each Day shall be adjusted on each Indexation Review Date in accordance with the following formula:

$$OSLC = OSLC_n \times OSLCF_n$$

where:

OSLC = the Operational Services Lifecycle Cost;



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$OSLC_n$ = the amount of Operational Services Lifecycle Costs per Available Prisoner Places per Day for the relevant Price Year as set out in the table in **paragraph 12.5 (Operational Services Available Prisoner Place Payment)**;

$OSLCF_n$ = the CPI factor by which price inflation is applied to the Operational Services Lifecycle Costs as follows:

- (a) at the first Indexation Review Date this number shall be calculated in accordance with the following formula:

$$OSLCF_n = 1 + \left(\frac{CPI_A - CPI_B}{CPI_B} \right)$$

- (b) at each subsequent Indexation Review Date this number shall be calculated in accordance with the following formula:

$$OSLCF_n = OSLCF_{n-1} \times \left(1 + \left(\frac{CPI_A - CPI_B}{CPI_B} \right) \right)$$

where:

$OSLCF_{n-1}$ = $OSLCF_n$ as at the previous Indexation Review Date;

CPI_A = the level of CPI for the Month preceding the relevant Indexation Review Date by three (3) Months; and

CPI_B = at the first Indexation Review Date, the level of CPI published for the Month preceding the Base Date for Indexation by three (3) months; and at each subsequent Indexation Review Date, the level of CPI_A as at the last Indexation Review Date.

4.7.1 Any subsequent update to the CPI index, after the indexation calculation set out above has been performed, should be ignored unless the Office for National Statistics specifically identifies it as a restatement due to error.

4.7.2 In the event that the CPI ceases to be published by the Office for National Statistics, the Authority shall notify the Contractor of the replacement index to be used, such index to be introduced using the process set out in **Schedule 16 (Change Protocol)**.

4.8 Indexation of Daily Total Immediate RRAPP Deduction (DTIRD)

At each Indexation Review Date, the DTIRD shall be increased or decreased by the percentage equal to the percentage increase or decrease (as the case may be) in the level of Operational Services Non-Staff Costs occurring on the relevant Indexation Review Date pursuant to **paragraph 4.2 (Indexation of Operational Services Non-Staff Costs)**.

4.9 Not Used



5. **Prisoner Places and Availability**

5.1 **Cell Certificates**

5.1.1 On or before the commencement of the relevant Lease, the Authority shall provide the Contractor with:

5.1.1.1 the Cell Certificate Schedule;

5.1.1.2 the Cell Certificate Schedule Summary Sheet;

5.1.1.3 the Prisoner Accommodation (Operational Availability) document;
and

5.1.1.4 the Prisoner Accommodation (Notification of Change) document
(where relevant),

each signed by the Authority's Representative. These documents shall (inter alia) indicate in respect of each Prison Cell whether it has a Cell Certificate.

5.1.2 In respect of any Prison Cell which at the Services Commencement Date (or if later the date of commencement of the relevant Lease) is in compliance with the Cell Certificate Requirements but for which the relevant signed documentation as set out in **paragraph 5.1 (Cell Certificates)** has not been issued, any Prisoner Places in that Prison Cell shall solely for the purposes of **Schedule 14 (Payment Mechanism)** be treated as Available Prisoner Places until a Cell Certificate or a Non-Compliance Notice is issued for that Prison Cell.

5.2 **Occupancy**

5.2.1 A Prison Cell which is:

5.2.1.1 a Care and Separation Unit; or

5.2.1.2 within the healthcare area and is not designated for multiple occupancy,

may only contain one (1) Prisoner Place.

5.2.2 The Contractor shall not accommodate more than two (2) Prisoners in any Prison Cell (whether a Single Prison Cell or a Double Prison Cell), except in Prison Cells designated for multiple occupancy in the healthcare area.

5.2.3 The Contractor may Relocate a Prisoner if the Prisoner Place which such Prisoner is

occupying has become an Unavailable Prisoner Place, or otherwise as the Contractor deems necessary, provided that such Relocation does not prejudice the safety and security of the Prison or Prisoners.

5.3 Available Prisoner Place

5.3.1 A Prisoner Place shall constitute an Available Prisoner Place on any Day during the Service Period, if:

5.3.1.1 the Prison Cell in which that Prisoner Place is contained has a Cell Certificate; and

5.3.1.2 that Prisoner Place complies with the Minimum Requirements on that Day.

5.3.2 Notwithstanding the other provisions of this Contract (including **paragraph 5.3.1**), during the scheduled period for Planned Preventative Maintenance as specified in the Asset Forward Maintenance Plan, the Contractor shall not suffer Unavailability Deductions for Unavailability in respect of any Unavailable Prisoner Place due to PPM. During this period:

5.3.2.1 the relevant Prisoner Place will be deemed to constitute an Available Prisoner Place for the purposes of calculating the Daily Payment (and therefore the Monthly Contract Price) in accordance with **paragraph 2 (Monthly Payment)**;

5.3.2.2 the Contractor shall have relief from the associated Unavailability Deductions that would otherwise have applied; and

5.3.2.3 the Unavailability shall be disregarded for the purposes of the Authority's right to terminate this Contract for a Contractor Default under **paragraph (k)** of the definition of Contractor Default.

In relation to such Unavailability:

(a) the Contractor shall provide the Authority with written notice of the PPM (and its scheduled duration) no later than ninety (90) Days prior to its scheduled commencement date;

(b) the Contractor shall provide a written response to any Authority requests for further information or other queries promptly and in any event within two (2) Business Days;



- (c) the Contractor shall use all reasonable endeavours to minimise the duration of the Unavailability due to PPM; and
 - (d) the Contractor shall provide the Authority written notice of the date on which the PPM was completed within two (2) Business Days of completion, providing the Authority with suitable access to the relevant Cell for the purposes of inspection of the works (at the Authority's option).
- 5.3.3 Following the end of the scheduled period for Planned Preventative Maintenance (or, if the Planned Preventative Maintenance is completed early, following the earlier date on which it is completed), if there is any ongoing Unavailability due to PPM:
 - 5.3.3.1 the reliefs referred to in **paragraph 5.3.2** shall cease to apply;
 - 5.3.3.2 the Contractor shall incur Unavailability Deductions in the normal way; and
 - 5.3.3.3 the Unavailability shall no longer be disregarded for the purposes of the Authority's right to terminate this Contract for a Contractor Default under **paragraph (k)** of the definition of Contractor Default.
- 5.3.4 During any period where Unavailability Deductions are being incurred by the Contractor (and where the reason for Unavailability is either Unavailability due to PPM or Unavailability due to Reactive Maintenance):
 - 5.3.4.1 the Authority will disregard any failures by the Contractor to meet Contract Delivery Indicators 7.1 or 7.2 in Table 1 of **Appendix 2 (Contract Delivery Indicators)** of **Schedule 15 (Performance Mechanism)** relating to the conduct of Planned Preventative Maintenance and Reactive Maintenance;
 - 5.3.4.2 the failures shall not be taken into account when calculating Performance Points and the related Performance Point Deductions; and
 - 5.3.4.3 the failures shall not count towards the Authority's right to terminate this Contract for a Contractor Default under **paragraph (m)** of the definition of Contractor Default.
- 5.3.5 The provisions of **paragraph 6 (Prisoner Places and Unavailability)** apply to Unavailable Prisoner Places due to PPM and Unavailable Prisoner Places due to Reactive Maintenance save that:



- 5.3.5.1 there shall be no Logged Unavailability Time and Logged Rectification Time in respect of such Unavailability as such and that instead there is a scheduled window of time during which the Planned Preventative Maintenance or Reactive Maintenance shall take place; and
- 5.3.5.2 the provisions of **paragraph 6.4 (Commencement of Unavailability)**, **paragraph 6.6 (Rectification for Failure to Comply with the Minimum Requirements)** and **paragraph 6.7 (Cell Certificate Rectification)** shall not apply.



6. **Prisoner Places and Unavailability**

6.1 **Notification of Unavailability**

6.1.1 If a Prisoner Place becomes an Unavailable Prisoner Place the Contractor shall notify the Authority as soon as reasonably practicable and either:

6.1.1.1 relocate any Prisoner occupying the Prisoner Place which has become an Unavailable Prisoner Place into an alternative Available Prisoner Place; or

6.1.1.2 where there is no alternative Available Prisoner Place, request that the Authority remove the Prisoner occupying such Prisoner Place from the Prison.

The time of such notification shall be the Logged Unavailability Time.

6.1.2 The Authority shall, within a reasonable time after receipt of a request pursuant to **paragraph 6.1 (Notification of Unavailability)**, arrange for the Prisoner identified in the request to be removed from the Prison, and the provisions of **clause 66.1.1.5 (Contractor's Indemnity)** of the Contract shall apply.

6.1.3 The Contractor shall, as soon as reasonably practicable after the Logged Unavailability Time, issue the Authority with a notice specifying (to the extent that each of the following can be determined by the Contractor using all reasonable endeavours):

6.1.3.1 the cause of the Unavailability; and

6.1.3.2 the Contractor's plans for rectifying any such Unavailability and the estimated period in which such Unavailability shall be rectified.

6.2 **Unavailability Reports**

The Contractor shall provide to the Authority:

6.2.1 on a daily basis, as part of the Daily Report, for so long as any Prisoner Place remains an Unavailable Prisoner Place, an update on the progress made in rectifying such Unavailability, together with any revised estimate as to when such Unavailability shall be rectified; and

6.2.2 on a Monthly basis, a report in accordance with **paragraph 10.3 (Monthly Reporting)** of all Unavailable Prisoner Places, together with confirmation of the lapsed time between the Logged Unavailability Time and the Logged Rectification

Time.

6.3 Dispute

If the Authority and the Contractor disagree over whether an incident of Unavailability has arisen, or as to its duration, the Authority's decision shall prevail for the purposes of calculating the Monthly Payment and the Contractor may refer the matter to the Dispute Resolution Procedure.

6.4 Commencement of Unavailability

6.4.1 If any Unavailability of a Prisoner Place notified in accordance with **paragraph 6.1 (Notification of Unavailability)** has been rectified by the end of the Rectification Period, then it shall be deemed that no Unavailability of that Prisoner Place occurred on that occasion for the purpose of calculating the number of Available Prisoner Places on that Day.

6.4.2 If any Unavailability of a Prisoner Place notified in accordance with **paragraph 6.1 (Notification of Unavailability)** has not been rectified by the end of the Rectification Period, then it shall be deemed that the relevant Prisoner Place was an Unavailable Prisoner Place from the Logged Unavailability Time up to (and including) the Logged Rectification Time for the purpose of calculating the number of Available Prisoner Places on that Day.

6.5 Refusal to Accept Prisoners

If at any time after the Services Commencement Date the Contractor refuses to accept a Prisoner to occupy any Available Prisoner Place, that Available Prisoner Place shall be deemed to be an Unavailable Prisoner Place from the time of such refusal by the Contractor until the earlier of:

6.5.1 the date on which the Prisoner is placed in an Available Prisoner Place; and

6.5.2 the date on which Prisoners have occupied Available Prisoner Places up to the level of the CNAL and any Activated APP Bands at any time after the date of the Contractor's refusal,

unless in requesting that the Prisoner occupy such Available Prisoner Place, the Authority is not acting in accordance with any Authority Policies concerning the allocation of Prisoners.

6.6 Rectification for Failure to Comply with the Minimum Requirements

If a Prisoner Place is an Unavailable Prisoner Place because of a failure to comply with the Minimum Requirements, the period of Unavailability shall be determined in accordance with

the following procedure:

- 6.6.1 the Contractor shall immediately notify the Authority when it believes that any Unavailability has been rectified, and such notice shall be the "Minimum Requirement Rectification Notice";
- 6.6.2 the time of such Minimum Requirement Rectification Notice shall be the "Logged Rectification Time" in relation to such Unavailability;
- 6.6.3 the Authority's Representative or other nominated officer of the Authority shall:
 - 6.6.3.1 be entitled to inspect the Prisoner Place that is the subject of the Minimum Requirement Rectification Notice; and
 - 6.6.3.2 carry out such inspection and notify the Contractor of whether or not it agrees that the Unavailability has been rectified by no later than three (3) Business Days after the Minimum Requirement Rectification Notice;
- 6.6.4 if the Authority:
 - 6.6.4.1 notifies the Contractor that it agrees that the Unavailability has been rectified; or
 - 6.6.4.2 does not notify the Contractor pursuant to **paragraph 6.6.3.2**,

the relevant Prisoner Place shall be deemed to be an Available Prisoner Place from the Logged Rectification Time;
- 6.6.5 if the Authority notifies the Contractor pursuant to **paragraph 6.6.3.2** that it does not agree that the Unavailability has been rectified, the relevant Prisoner Place shall be deemed to be an Unavailable Prisoner Place from the Logged Unavailability Time until such time as the Authority notifies the Contractor that it agrees that the Unavailability has been rectified; and
- 6.6.6 the Authority's decision shall prevail for the purposes of determining whether the relevant Unavailability has been rectified, provided that the Contractor may refer the matter to the Dispute Resolution Procedure.

6.7 Cell Certificate Rectification

- 6.7.1 If a Prisoner Place is an Unavailable Prisoner Place because that Prisoner Place is in a Prison Cell:



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- 6.7.1.1 that does not have a Cell Certificate;
- 6.7.1.2 in relation to which a Non-Compliance Notice has been issued under **clause 18.2 (Inspection and Non-Compliance)**; or
- 6.7.1.3 in relation to which an event has occurred as referred to in **clause 18.3 (Notification of Events affecting Cell Certificates or Availability)** which could reasonably be expected to result in a Cell Certificate being withdrawn,

the period of Unavailability shall be determined in accordance with the procedure set out in **paragraph 6.7.2**.

- 6.7.2 The period of Unavailability referred to in **paragraph 6.7.1** shall be determined as follows:

- 6.7.2.1 the Contractor shall immediately notify the Authority when it believes that any such Unavailability has been rectified and the Contractor has remedied the matter referred to in the Non-Compliance Notice, and such notification shall be the "Cell Certificate Rectification Notice";
- 6.7.2.2 the time of the Cell Certificate Rectification Notice shall be the "Logged Rectification Time" in relation to such Unavailability;
- 6.7.2.3 the Authority's Representative shall within three (3) Business Days after the Cell Certificate Rectification Notice inspect any relevant Prison Cell for the purposes of ascertaining whether a Cell Certificate should be reinstated and either:
 - (a) issue a Cell Certificate confirming that the Authority's Representative is satisfied that the Prison Cell in question complies with the Cell Certificate Requirements; or
 - (b) issue a further Non-Compliance Notice;
- 6.7.2.4 if the Authority's Representative:
 - (a) issues a Cell Certificate in respect of the Prison Cell in question; or
 - (b) fails to issue a Cell Certificate or a Non-Compliance Notice in respect of the Prison Cell in question pursuant to **paragraph 6.7.2.3**, and such Prison Cell would, but

for such failure by the Authority's Representative, have been treated as being an Available Prisoner Place,

the relevant Prisoner Place shall be deemed to be an Available Prisoner Place from the Logged Rectification Time until such time as the Authority's Representative issues a Cell Certificate;

6.7.2.5 if the Authority's Representative issues a Non-Compliance Notice:

- (a) the Contractor shall attend to such matters referred to in the Non-Compliance Notice and shall give the Authority a further Cell Certificate Rectification Notice in accordance with **paragraph 6.7.2.1** (but dealing only with the matters referred to in the Non-Compliance Notice) so that the procedures in this **paragraph 6.7.2** are repeated as often as necessary to ensure that all outstanding matters in the Non-Compliance Notice are attended to and a Cell Certificate is issued in respect of such Prison Cell; and
- (b) the relevant Prisoner Place shall be deemed to be an Unavailable Prisoner Place from the Logged Unavailability Time until such time as a Cell Certificate is issued pursuant to **paragraph 6.7.2.4**;

6.7.2.6 the Authority's decision shall prevail for the purposes of determining whether the relevant Unavailability has been rectified, provided that the Contractor may refer the matter to the Dispute Resolution Procedure.

6.8 **Not Used**



7. Notification of Reduction in Requirement for Available Prisoner Places (RRAPPs)

7.1 RRAPP Bands

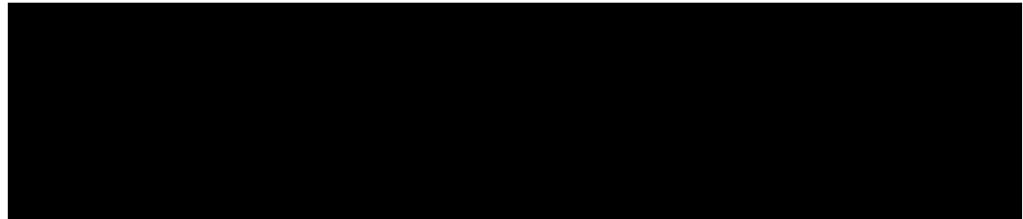
7.1.1 The Authority shall be entitled to reduce its requirement for Available Prisoner Places at each Prison in accordance with the provisions of this **paragraph 7 (Notification of Reduction in Requirement for Available Prisoner Places (RRAPPs))**.

7.1.2 Subject to **paragraph 7.1.3**, the Contractor may choose which Prison Cells and which Prisoner Places within those Prison Cells to make unavailable in order to reduce the Available Prisoner Places to meet such reduced requirement.

7.1.3 Where the Authority proposes to specify which Prison Cells or which Prisoner Places within those Prison Cells shall be made unavailable in order to reduce the Available Prisoner Places to meet such reduced requirement, the Authority shall issue a Change Notice and the remaining provisions of this **paragraph 7 (Notification of Reduction in Requirement for Available Prisoner Places (RRAPPs))** shall not apply, save that the RRAPP Adjustments which would otherwise apply in accordance with this **paragraph 7 (Notification of Reduction in Requirement for Available Prisoner Places (RRAPPs))** shall be used by the Contractor to support and evidence any cost reductions proposed by the Authority pursuant to **Schedule 16 (Change Protocol)**.

7.1.4

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7.1.5 The Authority may reduce the number of Available Prisoner Places required for the Prison by Activating one or more RRAPP Bands in accordance with **paragraph 7.2 (RRAPP Band Activation)** and from the date on which the RRAPP Band(s) becomes Active make a RRAPP Adjustment from the Daily Payment in respect of the Available Prisoner Places in the Activated RRAPP Band calculated in accordance with **paragraph 2.5.2 (Calculation of Daily Total RRAPP Adjustment)**.

7.1.6 Where the Authority has reduced the number of Available Prisoner Places in accordance with **paragraph 7.2 (RRAPP Band Activation)**, it may subsequently require the Contractor to provide that number of Available Prisoner Places by Deactivating one or more RRAPP Bands in accordance with **paragraph 7.3 (RRAPP Band Deactivation)**, and from the date on which any such RRAPP Bands becomes Deactivated the RRAPP Adjustments made in respect of the Available Prisoner Places in such RRAPP Bands shall cease to be made.

7.1.7 The applicable RRAPP Band details for each Prison are set out in **paragraph 13 (Prison Specific Information)**.

7.2 **RRAPP Band Activation**

7.2.1 The Authority may Activate one or more RRAPP Bands by issuing to the Contractor a notice (the "RRAPP Band Activation Notice") in accordance with **paragraph 7.2.7**.

7.2.2 Where one or more RRAPP Bands are Activated, the number of Available Prisoner Places required by the Authority shall be reduced by the number of Available Prisoner Places specified for such RRAPP Bands in the RRAPP Band Table.

7.2.3 The RRAPP Band Mobilisation Period for each RRAPP Band shall be:

7.2.3.1 one (1) Month for the first five (5) RRAPP Bands; and

7.2.3.2 three (3) Months for each RRAPP Band thereafter.

7.2.4 Where a planned RRAPP Band Activation has been agreed by the Parties in writing at the Commencement Date, the provisions in **paragraph 7.2.3** shall not apply and



in this instance there will be no minimum length for the RRAPP Band Mobilisation Period.

7.2.5 The Minimum RRAPP Band Period for each RRAPP Band shall be six (6) months (save where a planned RRAPP Band Activation has been agreed by the Parties in writing at the Commencement Date in which case **paragraph 7.2.4 (RRAPP Band Activation)** shall apply).

7.2.6 Where two or more RRAPP Bands are Activated in a single RRAPP Band Activation Notice, such periods shall run concurrently.

7.2.7 The RRAPP Band Activation Notice shall specify:

7.2.7.1 any RRAPP Bands which the Authority wishes to Activate; and

7.2.7.2 the date on which such RRAPP Bands become Active, which shall be a date no earlier than the expiry of the relevant RRAPP Band Mobilisation Period after the date of the RRAPP Band Activation Notice.

7.2.8 The Authority may only Activate RRAPP Bands in ascending numerical order, commencing with RRAPP Band 1.

7.2.9 Subject to **paragraph 7.3 (RRAPP Band Deactivation)**, the Contractor's obligation to provide Available Prisoner Places in any Active RRAPP Band shall cease on the date specified in the RRAPP Band Activation Notice.

7.3 **RRAPP Band Deactivation**

7.3.1 If the Authority no longer requires one or more RRAPP Bands to be Active, it shall give the Contractor written notice of the date on which the RRAPP Band(s) will cease to be Active (a "RRAPP Band Deactivation Notice"), provided that:

7.3.1.1 such date is no earlier than the expiry of the relevant RRAPP Band Demobilisation Period after the date of the RRAPP Band Deactivation Notice; and

7.3.1.2 such date will not result in the RRAPP Band(s) being Active for less than the Minimum RRAPP Band Period.

7.3.2 The RRAPP Band Demobilisation Period for each RRAPP Band shall be:

7.3.2.1 one (1) Month for the first five (5) RRAPP Bands; and

7.3.2.2 three (3) Months for each RRAPP Band thereafter.

7.3.3 Where a planned RRAPP Band Activation has been agreed by the Parties in writing at the Commencement Date, the provisions in **paragraph 7.3.2** shall not apply and in this instance there will be no minimum length for the RRAPP Band Demobilisation Period.

7.3.4 The Authority may only Deactivate RRAPP Bands in descending numerical order, commencing with the Active RRAPP Band that has the highest number.

7.3.5 If the Authority intends to Deactivate RRAPP Bands, it shall consult with the Contractor regarding the required RRAPP Bands to be Deactivated and the RRAPP Band Demobilisation Period for each RRAPP Band (in accordance with **paragraph 7.3.2 (RRAPP Band Deactivation)**), prior to serving the Contractor with a RRAPP Band Deactivation Notice.

7.4 Emergency Prisoner Places

7.4.1 Notwithstanding **paragraphs 7.2 (RRAPP Band Activation)** and **7.3 (RRAPP Band Deactivation)**, the Authority may give the Contractor an emergency notice that it requires Available Prisoner Places within Active RRAPP Bands to be provided as soon as reasonably practicable to meet an urgent requirement, provided that the Authority may only give such notification in respect of Active RRAPP Bands in descending numerical order commencing with the Active RRAPP Band that has the highest number.

7.4.2 The Contractor shall provide the Available Prisoner Places notified pursuant to **paragraph 7.4.1** as soon as reasonably practicable, and from the date of provision of such Available Prisoner Places the applicable RRAPP Bands shall cease to be Active and the RRAPP Adjustments in respect of the Available Prisoner Places in any such RRAPP Bands shall cease to be made.

7.4.3 All RRAPP Bands must be Deactivated before the Authority can Activate an APP Band for Additional Prisoner Places.



8. **Additional Prisoner Places**

8.1 **APP Bands**

8.1.1 The Contractor shall provide no less than 1,460 Available Prisoner Places, subject to the provisions of **paragraph 7 (Notification of Reduction in Requirement for Available Prisoner Places (RRAPP))** and the other provisions of this Schedule relating to adjustments to the number of Prisoner Places. This paragraph sets out the process for Activating Additional Prisoner Places (APPs). On and from the Services Commencement Date, the Contractor shall make available to the Authority up to 20 Additional Prisoner Places in accordance with this **paragraph 8 (Additional Prisoner Places)**.

8.1.2 The Additional Prisoner Places shall be divided into two (2) bands of ten (10) (APP Bands) as set out in the table, where APP Band 1 is the lowest and APP Band 2 is the highest APP Band:

APP Band	Maximum No of Additional Prisoner Places in APP Band	Start of APP Band (Prisoner Places)	End of APP Band (Prisoner Places)	Minimum Contracted Capacity (Prisoner Places)	Aggregate Number of Additional Prisoner Places
1	10	1,461	1,470	1,460	10
2	10	1,471	1,480	1,470	20

8.1.3 The Authority may increase the number of Available Prisoner Places required for a Prison by Activating one or more APP Bands in accordance with **paragraph 8.2 (APP Band Activation)** and from the date on which the APP Band(s) becomes Active pay the APP Fees in respect of the Additional Prisoner Places in the Activated APP Band calculated in accordance with **paragraph 2.5.3 (Calculation of Daily Total APP Payment (DTAPP))**.

8.1.4 Where the Authority has increased the number of Available Prisoner Places in accordance with **paragraph 8.2 (APP Band Activation)**, it may subsequently require the removal of those Additional Prisoner Places by Deactivating one or more APP Bands in accordance with **paragraph 8.3 (APP Band Deactivation)**, and from the date on which any such APP Bands becomes Deactivated the APP Fees paid in respect of the Available Prisoner Places in such APP Bands shall cease to be payable.



8.2 APP Band Activation

- 8.2.1 The Authority may Activate one or more APP Bands by issuing to the Contractor a notice (the "APP Band Activation Notice") in accordance with **paragraph 8.2.6**.
- 8.2.2 The Contractor shall not be obliged to make available an Additional Prisoner Place under any of APP Bands if in requesting that a Prisoner occupy such Additional Prisoner Place, the Authority is not acting in accordance with any Authority Policies concerning the allocation of Prisoners.
- 8.2.3 If the Authority requires Additional Prisoner Places, it shall give the Contractor:
- 8.2.3.1 not less than seven (7) Days' written notice for the first two (2) APP Bands; and
- 8.2.3.2 thereafter not less than thirty (30) Days' written notice for the remaining APP Bands for the APP Band or APP Bands it requires,
- prior to the date from which such APP Band or APP Bands is or are required.
- 8.2.4 Where two or more APP Bands are activated in a single APP Band Activation Notice, such periods shall run concurrently.
- 8.2.5 The Contractor shall make available to the Authority the aggregate number of Additional Prisoner Places applicable to the highest APP Band so notified from the date specified in the APP Band Activation Notice (or in any notice amending such notice) until the date it is no longer obliged to make them available in accordance with **paragraph 8.3 (APP Band Deactivation)**.
- 8.2.6 The APP Band Activation Notice shall specify:
- 8.2.6.1 any APP Bands which the Authority wishes to activate; and
- 8.2.6.2 the date on which such APP Bands become Active, which shall be a date no earlier than the expiry of the relevant notice period in accordance with **paragraph 8.2.3**.
- 8.2.7 The Authority may only Activate APP Bands in ascending numerical order, commencing with APP Band 1.

8.3 APP Band Deactivation

- 8.3.1 If the Authority no longer requires one or more APP Bands to be Active, it shall give the Contractor not less than thirty (30) Days written notice of the date on which the



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APP Band(s) will cease to be Active (an "APP Band Deactivation Notice") and the APP Band shall cease to be Active on the earliest to occur of:

8.3.1.1 such date; or

8.3.1.2 the expiry of the Minimum APP Band Period.

8.3.2 The Authority may only Deactivate APP Bands in descending numerical order, commencing with the Active APP Band that has the highest number.

8.3.3 If the Authority requires any APP Band under **paragraph 8.1 (APP Bands)**, the APP Band shall be deemed required for a minimum period of three (3) months from the date specified in the notice.

8.4 **Emergency Prisoner Places**

8.4.1 The notice periods required under **paragraph 8.2 (APP Band Activation)** shall not apply in the case of emergencies; in such cases, notwithstanding any of the other provisions of this Contract, the Authority may require Additional Prisoner Places within any of APP Bands to be provided by the Contractor with immediate effect, but will afford the Contractor such assistance as is reasonably required in the circumstances.

8.5 **Additional Prisoner Place Fees**

8.5.1

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APP Band	Number of Additional Prisoner Places	APP Fee ₁ (AF)	APP Fee ₂ (AF)	Total APP Fee (AF)	Minimum Additional Contracted Capacity
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Redacted under FOIA section 43, Commercial interests

8.5.2

Redacted under FOIA section 43, Commercial interests

8.5.2.1

Redacted under FOIA section 43, Commercial interests



8.5.2.2

Redacted under FOIA section 43, Commercial interests

8.5.3

Redacted under FOIA section 43, Commercial interests

8.5.4

Redacted under FOIA section 43, Commercial interests

8.5.5

Redacted under FOIA section 43, Commercial interests

8.6 NOT USED.

8.7 **Certified Normal Accommodation Level**

Where as a result of the Activation or Deactivation of one or more RRAPP Bands or APP Bands either Party proposes that the Certified Normal Accommodation Level at the Prison should be amended, such proposed amendment shall be dealt with as an Authority Change or a Contractor Change (as relevant) in accordance with the provisions of **Schedule 16 (Change Protocol)**.

9. **Escapes**

9.1 **Type of Escape**

If an event identified in the left hand column of the table below occurs, the Contractor shall pay to the Authority the sum identified in the right hand column of the table below for each Prisoner that the event applies to:

Event	Base Sum payable ¹
A Prisoner unlawfully gains their liberty by breaching the secure perimeter of the Prison (including the outside wall or boundary of	Ninety thousand pounds (£90,000)

¹ The Base Sum payable (as set out in the table under paragraph 9.1) for each type of Escape as identified in the table at **paragraph 9.1 (Type of Escape)** are presented with a Price Base Date of June 2018.



the Prison)	
A Prisoner unlawfully gains their liberty while being escorted by the Contractor outside the Prison by passing beyond the control of the accompanying member of Contractor's Staff for more than fifteen (15) minutes	Sixty-five thousand pounds (£65,000)
A Prisoner unlawfully gains their liberty while being escorted by the Contractor outside the Prison by passing beyond the control of the accompanying member of Contractor's Staff for fifteen (15) minutes or less	Thirty thousand pounds (£30,000)
A Prisoner unlawfully gains their liberty while being escorted by the Contractor outside the Prison by passing beyond the control of the accompanying member of Contractor's Staff and commits a further offence (regardless of how long the Prisoner is unlawfully at liberty)	Sixty-five thousand pounds (£65,000)

9.2 **Payment for Escapes**

- 9.2.1 If an event of Prisoner escape is such that it can be classified as an occurrence of more than one of the events identified in the table at **paragraph 9.1 (Type of Escape)**, then the Authority shall only be entitled to payment in respect of one (1) such event, but shall be entitled to payment by reference to the applicable event which attracts the highest payment.
- 9.2.2 At each Indexation Review Date, the sums referred to in this **paragraph 9 (Escapes)** shall be increased or decreased by the percentage equal to the percentage increase or decrease (as the case may be) in the level of the Consumer Prices Index (CPI) indexation applied from June 2018 to the Indexation Review Date in the Price Year in which the escape has taken place.
- 9.2.3 The Authority shall invoice the Contractor directly and the Contractor shall make all payments due under this **paragraph 9 (Escapes)** as soon as reasonably practicable, but in any event within ten (10) Days following receipt of invoice.



10. **Reporting**

10.1 **Daily Report**

10.1.1 In respect of each Day during the Service Period, the Contractor shall produce and provide the Authority with copies of a Daily Report which shall include details of:

10.1.1.1 all Available Prisoner Places;

10.1.1.2 all Unavailable Prisoner Places and all Logged Unavailability Times (noting separately the Unavailable Prisoner Places due to PPM and Unavailable Prisoner Places due to Reactive Maintenance);

10.1.1.3 the number of Prisoners accommodated at the Prison;

10.1.1.4 the number of Prisoners sharing a Prison Cell;

10.1.1.5 total number of Contractor Doubled Up Prisoners;

10.1.1.6 the number Contractor Doubled Up Prisoners for a Legitimate Operational Reason;

10.1.1.7 the number of Authority required Doubled Up Prisoners; and

10.1.1.8 the number of Contractor Doubled Up Prisoners exceeding the Permitted Level.

10.1.2 The Contractor shall:

10.1.2.1 provide each Daily Report to the Controller by nine (9) a.m. on the Day following the Day to which such Daily Report refers; and

10.1.2.2 enter full details of each Daily Report into NOMIS within one (1) hour after lock-up on the Day to which it relates.

10.2 **Incorrect Daily Reports**

10.2.1 The Controller and/or the Authority's Representative may at any time inspect the Prison to verify the information in any Daily Report.

10.2.2 If any Daily Report is found to be incorrect (an "Incorrect Daily Report") in respect of any Days for which the Authority has made payment and as a result the Contractor has received an overpayment (an "Incorrect Overpayment"):

10.2.2.1 the Contractor shall, within five (5) Business Days of the date on



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which such Incorrect Daily Report is found to be incorrect, notify the Authority of the Incorrect Overpayment. The Authority will raise an invoice for an amount equal to the Incorrect Overpayment. The Contractor will pay the invoice as soon as possible and in any event within thirty (30) Days plus interest at the Prescribed Rate calculated from the date of the Incorrect Overpayment until the date of such payment by the Contractor; and

10.2.2.2 the Daily Reports for any Days in respect of which the Authority has not yet made payment shall be altered to the extent required to correct all occurrences of the error and any invoice already issued in respect of such Days shall be amended to reflect such alteration.

10.2.3 If any Incorrect Daily Report arises solely as the result of an error or omission by the Authority and the Contractor demonstrates to the reasonable satisfaction of the Authority that such error or omission has resulted in the Contractor receiving an underpayment (an "Incorrect Underpayment") in respect of the Day to which such Incorrect Daily Report relates, then:

10.2.3.1 the Authority shall, within thirty (30) Days of receipt of invoice from the Contractor, after the Contractor demonstrates to the reasonable satisfaction of the Authority that such error or omission resulted in the Incorrect Underpayment, pay to the Contractor the difference between the amount of such Incorrect Underpayment and the correct amount which should have been paid to the Contractor, plus interest at the Prescribed Rate calculated from the date of the Incorrect Underpayment until the date of such payment by the Authority; and

10.2.3.2 the Daily Reports for any Days in respect of which the Authority has not yet made payment shall be altered to the extent required to correct all occurrences of the error and any invoice already issued in respect of such Days shall be amended to reflect such alteration.

10.3 Monthly Reporting

10.3.1 Within five (5) Business Days after the end of each Month, the Contractor shall submit a report to the Authority containing in respect of the Month just ended:

10.3.1.1 a summary of the number of Available Prisoner Places on each Day of that Month and how many of such Available Prisoner Places are to be paid for as APPs;



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- 10.3.1.2 a summary of the number of Unavailable Prisoner Places on each Day of the Month;
- 10.3.1.3 a summary of the Active RRAPP Bands on each Day of that Month and any Daily Total RRAPP Adjustment to be made pursuant to **paragraph 2.5.2 (Calculation of Daily Total RRAPP Adjustment)**;
- 10.3.1.4 a summary of the Active Additional Prisoner Places on each Day of that Month and any Daily Total APP Payment to be made pursuant to **paragraph 2.5.3 (Calculation of Daily Total APP Payment (DTAPP))**;
- 10.3.1.5 a summary of the utility service usage in that Month for each utility service;
- 10.3.1.6 a summary of the number of Contractor Doubled Up Prisoners, the Permitted Level and the CDUP Excess (if any) on each Day of the Month and any reduction to be made pursuant to **paragraph 2.13 (Contractor Doubled Up Prisoners Reduction)**;
- 10.3.1.7 a summary of the performance of the Services, together with a list of all Performance Points which have accrued in that Month and a description of the failure in providing the Custodial Service that led to such Performance Point accruing;
- 10.3.1.8 in respect of the last Month in each Performance Quarter, details of the Performance Points which have accrued in that Performance Quarter;
- 10.3.1.9 a report showing for that Month the Monthly Payment and, individually, each item taken into account in calculating the Monthly Payment for that Month;
- 10.3.1.10 if relevant, a summary of the actual Prisoner work hours percentage on each Day of the Month and any other reporting information requested by the Authority;
- 10.3.1.11 any matters in respect of which a payment would be owed by the Contractor to the Authority; and
- 10.3.1.12 a summary of the Active Immediate RRAPP Bands on each Day of that Month and any Daily Total Immediate RRAPP Deductions to be made pursuant to **paragraph 2.19 (Calculation of Daily Total**



Immediate RRAPP Deduction).

11. Invoicing and Payment

- 11.1 The Contractor shall submit all invoices in accordance with **clause 39.2 (Report and Invoice)** by email and, subject to **paragraph 11.2**, in paper form (or such other form as the Authority may reasonably require) to the Authority's nominated invoice processing centre: HMPS Shared Service Centre, Phoenix House, Celtic Springs Business Park, Newport, Gwent NP10 8FZ (or such other address as the Authority may, from time to time, require). For the avoidance of doubt, no element of the Monthly Contract Price shall be due or payable prior to the Services Commencement Date (and accordingly no invoice shall be raised in respect of any Month prior to such date), save as permitted under **paragraph 2.2 (Monthly Mobilisation Payment)**.
- 11.2 The Authority shall accept for processing any valid and compliant electronic invoice that complies with the European standard and any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870 and the Authority's e-invoicing system.



12. Prices

12.1 Subject to indexation if applicable, the amount payable by the Authority to the Contractor in respect of the APP Fee, the Operational Services Available Prisoner Place Payment, the Monthly Interventions Payment, the RRAPP Adjustment, the Monthly Mobilisation Payment and the Immediate RRAPP Deduction Costs shall be as set out in the tables in **paragraphs 8.5 (Additional Prisoner Place Fees), 12.5 (Operational Services Available Prisoner Place Payment), 12.6 (Annual Interventions Cost), 13.1.4 (RRAPP Band Table), 14 (Lifecycle Cost Programme), 15 (Monthly Mobilisation Payment Schedule) and 16.5 (Daily Total Immediate RRAPP Deductions).**

12.2 In accordance with **Part 2 (TUPE Surcharge and Redundancy Cost Adjustment) of Schedule 18 (TUPE, Employees and Pensions)**, the Contractor may be required to apply a TUPE Surcharge which the Authority may grant and, in addition, a Redundancy Risk Reduction or Redundancy Risk Premium may apply as an adjustment to the amount payable in respect of the Base Case Anticipated Redundancy Cost in accordance with **paragraph 2.4 (Monthly Contract Price)**. Payment for the TUPE Surcharge will be in accordance with **paragraph 2.12 (TUPE Surcharge)** and the adjustment for a Redundancy Risk Reduction or a Redundancy Risk Premium will be in accordance with **paragraph 2.20 (Anticipated Redundancy Cost)**.

12.3 NOT USED.

12.4 NOT USED.

12.5 Operational Services Available Prisoner Place Payment

Redacted under FOIA section 43, Commercial interests

Average Daily Cost	Operational Services Non-Staff Costs (OSNSC)	Operational Services Staff Costs (OSSC)	Operational Services Fixed Costs (OSFC)	Operational Services Lifecycle Costs (OSLC)
Total Cost	Redacted under FOIA section 43, Commercial interests			
Daily Cost				



Average Daily Cost	Operational Services Non-Staff Costs (OSNSC)	Operational Services Staff Costs (OSSC)	Operational Services Fixed Costs (OSFC)	Operational Services Lifecycle Costs (OSLC)
Daily cost Per Available Prisoner Place	Redacted under FOIA section 43, Commercial interests			

12.6 **Annual Interventions Cost**

Redacted under FOIA section 43, Commercial interests
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Contract Year	1	2
Interventions Staff Costs including Project Profit Margin	Redacted under FOIA section 43, Commercial interests	
Interventions Non-Staff Costs including Project Profit Margin		
Annual Interventions Cost (AIC)		
Monthly Interventions Payment (MIP)		
Volume of Interventions		

12.7 NOT USED.

12.8 **Amendments to the Base Case**

12.8.1 Where the Base Case is amended or updated pursuant to **clause 59 (Financial**



Adjustments) or **Schedule 16 (Change Protocol)**, the relevant figures set out in this **paragraph 12 (Prices)** shall be adjusted accordingly using the process set out in **Schedule 16 (Change Protocol)**.

12.8.2 For the avoidance of doubt, amendments and updates to the Base Case as set out in **paragraph 12.8.1** shall be subject, without limitation, to the provisions of **clauses 59.2 and 59.3 (Financial Adjustments)** in respect of the Contractor being left in a "no better and no worse position".

12.9 Base Case Anticipated Redundancy Cost

The monthly Base Case Anticipated Redundancy Cost (BARC) in each relevant month shall be as set out below:

Month	Base Case Anticipated Redundancy Cost (BARC) (REAL)
28/02/2025	Redacted under FOIA section 43, Commercial interests
31/03/2025	
30/04/2025	
31/05/2025	
30/06/2025	
31/07/2025	
31/08/2025	
30/09/2025	
31/10/2025	
30/11/2025	
31/12/2025	
31/01/2026	
Total	



13. **Prison Specific Information**

13.1 **HMP Forest Bank**

13.1.1

Redacted under FOIA section 43, Commercial interests

13.1.2

13.1.3



13.1.4 **RRAPP Band Table**

Redacted under FOIA section 43, Commercial interests



RRAPP Band	Number of Available Prisoner Places in RRAPP Band	Cumulativ e RRAPP Limit	RRAPP Adjustment1 (RA)	RRAPP Adjustment2 (RA)	Daily Total RRAPP Adjustment (DTRA)
Redacted under FOIA section 43, Commercial interests					



Redacted under FOIA section 43, Commercial interests



Redacted under FOIA section 43, Commercial interests



Redacted under FOIA section 43, Commercial interests					

13.1.5 Annual Utility Adjustments

13.1.5.1

Redacted under FOIA section 43, Commercial interests

13.1.5.2 Utility Target (UT)

	Electricity (Kwh)	Gas (Kwh)	Water (m ³)
Contract Year 1	Redacted under FOIA section 43, Commercial interests		
Contract Year 2			
Contract Year 3			
Contract Year 4			
Contract Year 5			
Contract Year 6			
Contract Year 7			



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Contract Year 8		Redacted under FOIA section 43, Commercial interests	
Contract Year 9			
Contract Year 10			
Contract Year 11			



14. **Lifecycle Cost Programme**

14.1

Redacted under FOIA section 43, Commercial interests

Contract Year	Annual Lifecycle Cost (ALC)	
1	Redacted under FOIA section 43, Commercial interests	
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
Total		

14.2 **Committed Investment Works Costs**

14.2.1

Redacted under FOIA section 43, Commercial interests

14.2.2

Redacted under FOIA section 43, Commercial interests

14.2.3

Redacted under FOIA section 43, Commercial interests



Redacted under FOIA section 43, Commercial interests

Committed Investment Works Costs – Digital Infrastructure Design and Installation

Cost Category	Fixed Cost
Redacted under FOIA section 43, Commercial interests	



15. **Monthly Mobilisation Payment Schedule**

15.1 Redacted under FOIA section 43, Commercial interests

15.1.1 Redacted under FOIA section 43, Commercial interests

15.2 Redacted under FOIA section 43, Commercial interests

15.3 Redacted under FOIA section 43, Commercial interests

15.4 Redacted under FOIA section 43, Commercial interests

Contract Year	Contract Month ending	Mobilisation Preparation for Service Payment – Staff (MMP1)	Mobilisation Preparation for Service Payment – Non-Staff (MMP1)	Mobilisation Preparation for Service Payment – Fixed (MMP1)	Mobilisation Preparation for Service Payment – Total (MMP1)	Preparation for Service Monthly Mobilisation Payment (MMP1) - 95% adjustment



0	31 July 2025	Redacted under FOIA section 43, Commercial interests				
0	31 August 2025					
0	30 September 2025					
0	31 October 2025					
0	30 November 2025					
0	31 December 2025					
0	31 January 2026					



16. **Notification of Immediate Reduction in Requirement for Available Prisoner Places (IRRAPPs)**

16.1 **Immediate RRAPP Bands**

16.1.1 The Authority shall be entitled to reduce its requirement for Available Prisoner Places at each Prison in accordance with the provisions of this **paragraph 16 (Notification of Immediate Reduction in Requirement for Available Prisoner Places (IRRAPPs))**.

16.1.2 The numbers of Available Prisoner Places required for each Prison shall be divided into bands in the form set out in the table below (each "Immediate RRAPP Band"):

IRRAPP Band	Number of Available Prisoner Places in IRRAPP Band	Cumulative IRRAPP Limit
1	v	v
2	w	v + w
3	x	v + w + x
4	y	v + w + x + y
5	z	v + w + x + y + z
etc.		

16.1.3 The Authority may reduce the number of Available Prisoner Places required for a Prison by Activating one or more Immediate RRAPP Bands in accordance with **paragraph 16.2 (Immediate RRAPP Band Activation)** and from the date on which the Immediate RRAPP Band(s) becomes Active apply Immediate RRAPP Deduction Costs from the Daily Payment in respect of the Available Prisoner Places in the Activated Immediate RRAPP Band calculated in accordance with **paragraph 2.19 (Calculation of Daily Total Immediate RRAPP Deduction)**.

16.1.4 Where the Authority has reduced the number of Available Prisoner Places in accordance with **paragraph 16.2 (Immediate RRAPP Band Activation)**, it may subsequently require the Contractor to provide that number of Available Prisoner



Places by Deactivating one or more Immediate RRAPP Bands in accordance with **paragraph 16.3 (Immediate RRAPP Band Deactivation)**, and from the date on which any such Immediate RRAPP Bands become Deactivated the DTIRD made in respect of the Available Prisoner Places in such Immediate RRAPP Bands shall cease to be made.

- 16.1.5 The applicable Immediate RRAPP Band details for each Prison are set out in **paragraph 16.5 (Daily Total Immediate RRAPP Deductions)**. In the event that the Authority wishes to Activate an Immediate RRAPP Band where there is already one or more Active RRAPP Band(s), the first Immediate RRAPP Band to be Activated will be the next available non-Active RRAPP Band (for example if RRAPP Bands 1-5 are already Active, the first Immediate RRAPP Band to be Activated will be Immediate RRAPP Band 6).

16.2 Immediate RRAPP Band Activation

- 16.2.1 The Authority may Activate one or more Immediate RRAPP Bands by issuing to the Contractor a notice (the "Immediate RRAPP Band Activation Notice") in accordance with this **paragraph 16.2 (Immediate RRAPP Band Activation)**.
- 16.2.2 Where one or more Immediate RRAPP Bands are Activated, the number of Available Prisoner Places required by the Authority shall be reduced by the number of Available Prisoner Places specified for such Immediate RRAPP Bands in the Immediate RRAPP Band Table.
- 16.2.3 The Immediate RRAPP Band Mobilisation Period shall be a minimum of seven (7) Days for each Immediate RRAPP Band.
- 16.2.4 Where two or more Immediate RRAPP Bands are Activated in a single Immediate RRAPP Band Activation Notice, such period shall run concurrently.
- 16.2.5 The Immediate RRAPP Band Activation Notice shall specify:
- 16.2.5.1 any Immediate RRAPP Bands which the Authority wishes to Activate; and
- 16.2.5.2 the date on which such Immediate RRAPP Bands become Active.
- 16.2.6 During the Immediate RRAPP Band Mobilisation Period, and in any event within three (3) Days of the Immediate RRAPP Band Activation Notice the Contractor can submit written representations to justify their opposition to the Immediate RRAPP Band Activation Notice for the Authority to consider. However, the Authority reserves the right to proceed with Activation after seven (7) Days regardless of any



Contractor representations.

- 16.2.7 The Authority may only Activate Immediate RRAPP Bands in ascending numerical order, commencing with Immediate RRAPP Band 1.
- 16.2.8 The Minimum Immediate RRAPP Band Period for each Immediate RRAPP Band shall be three (3) months. At the end of the three (3) month period, the Authority, at its full discretion, may do as follows:
- 16.2.8.1 deactivate the Immediate RRAPP Band in accordance with **paragraph 16.3 (Immediate RRAPP Band Deactivation)**;
 - 16.2.8.2 extend the Immediate RRAPP Band Activation period for a period to be determined by the Authority; or
 - 16.2.8.3 convert the Immediate RRAPP Band into a RRAPP Band in accordance with **paragraph 16.4 (Immediate RRAPP Band Conversion)**.

16.3 Immediate RRAPP Band Deactivation

- 16.3.1 If the Authority no longer requires one or more Immediate RRAPP Band(s) to be Active it shall give the Contractor written notice of the date on which the Immediate RRAPP Band(s) will cease to be Active (an "Immediate RRAPP Band Deactivation Notice"), provided that:
- 16.3.1.1 such date is no earlier than the expiry of the relevant Immediate RRAPP Band Demobilisation Period; and
 - 16.3.1.2 such date will not result in the Immediate RRAPP Band(s) being Active for less than the Minimum Immediate RRAPP Band Period.
- 16.3.2 The Immediate RRAPP Band Demobilisation Period for each Immediate RRAPP Band shall be seven (7) Days for each Immediate RRAPP Band.
- 16.3.3 The Authority may only Deactivate Immediate RRAPP Bands in descending numerical order, commencing with the Active Immediate RRAPP Band that has the highest number.
- 16.3.4 The Contractor shall provide the Authority with the number of Available Prisoner Places in a Deactivated Immediate RRAPP Band from the date specified in the relevant Immediate RRAPP Band Deactivation Notice.



16.4 **Immediate RRAPP Band Conversion**

- 16.4.1 The Authority may, at any time, choose to convert one or more Immediate RRAPP Bands into a RRAPP Band by issuing to the Contractor a notice (the "Immediate RRAPP Band Conversion Notice") in accordance with this **paragraph 16.4 (Immediate RRAPP Band Conversion)** (an "Immediate RRAPP Band Conversion").
- 16.4.2 The minimum period of notice for the conversion of each Immediate RRAPP Band shall be:
- 16.4.2.1 one (1) Month for the first five (5) Immediate RRAPP Bands; and
- 16.4.2.2 three (3) Months for each Immediate RRAPP Band thereafter.
- 16.4.3 The Immediate RRAPP Band Conversion Notice shall specify:
- 16.4.3.1 any Immediate RRAPP Bands which the Authority wishes to convert to RRAPP Bands; and
- 16.4.3.2 the date on which such Immediate RRAPP Bands become Active, in accordance with **paragraph 16.4.2**.
- 16.4.4 The Authority shall pay any RRAPP Band Mobilisation Costs in relation to an Immediate RRAPP Band Conversion in accordance with **paragraph 2.8 (RRAPP Band Mobilisation Costs)**.
- 16.4.5 Following an Immediate RRAPP Band Conversion, the provisions of **paragraph 7 (Notification of Reduction in Requirement for Available Prisoner Places (RRAPPs))** shall apply.

16.5 **Daily Total Immediate RRAPP Deductions**

- 16.5.1 The table below sets out the costs which are included in the Daily Total Immediate RRAPP Deduction for the Day (DTIRD):

Contract Year 1 Total Costs for Immediate RRAPP Deductions	Immediate RRAPP Band Deduction Costs (IRRAPPBDC)
Food	Redacted under FOIA section 43, Commercial interests
Postage	



Prisoner Earnings / Wages		Redacted under FOIA section 43, Commercial interests	
Immediate RRAPP Band Deduction Costs – sub-total			
Project Profit Margin			
Immediate RRAPP Deduction Costs – total			

16.5.2 The table below sets out the Immediate RRAPP Band Deduction Costs for each Immediate RRAPP Band.

Immediate RRAPP Band Table

Immediate RRAPP Band	Number of Available Prisoner Places in Immediate RRAPP Band	Cumulative Immediate RRAPP Limit	Immediate RRAPP Band Deduction Costs (IRRAPPBDC)	Daily Total Immediate RRAPP Deduction (DTIRD)
1			Redacted under FOIA section 43, Commercial interests	
2				
3				
4				
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21				
22				



Immediate RRAPP Band	Number of Available Prisoner Places in Immediate RRAPP Band	Cumulative Immediate RRAPP Limit	Immediate RRAPP Band Deduction Costs (IRRAPPBDC)	Daily Total Immediate RRAPP Deduction (DTIRD)
23				
24				
25				
26				
27				
28				
29				
30				
31				
32				
33				
34				
35				
36				
37				
38				
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58				
59				
60				
61				

Redacted under FOIA section 43, Commercial interests



Immediate RRAPP Band	Number of Available Prisoner Places in Immediate RRAPP Band	Cumulative Immediate RRAPP Limit	Immediate RRAPP Band Deduction Costs (IRRAPPBDC)	Daily Total Immediate RRAPP Deduction (DTIRD)
62				
63				
64				
65				
66				
67				
68				
69				
70				
71				
72				
73				

Redacted under FOIA section 43, Commercial interests



APPENDIX 1

EMBEDDED BASE CASE

REDACTED UNDER FOIA SECTION 43, COMMERCIAL INTERESTS



APPENDIX 2

SCHEDULE OF WAGE RATES AT COMMENCEMENT DATE

REDACTED UNDER FOIA SECTION 43, COMMERCIAL INTERESTS