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DATED 22 May 2003

THE YOUTH JUSTICE BOARD FOR ENGLAND AND WALES

- and -

STC (MILTON KEYNES) LIMITED

CONTRACT

for the design, construction,
management and financing
of a Secure Training Centre
at Milton Keynes

THIS AGREEMENT is made the 22nd May 2003 between **The Youth Justice Board for England and Wales** (hereinafter the "**Authority**" which term shall include its successors and permitted assigns) and **STC (MILTON KEYNES) LIMITED** (hereinafter the "**Contractor**") whose registered office is situated at Sutton Park House, 15 Carshalton Road, Sutton, Surrey, SM1 4LD (Company No.04508947).

WHEREAS the Authority in exercise of its powers under Section 7 of the Criminal Justice and Public Order Act 1994 and Section 41(5) of the Crime and Disorder Act 1998 as amended by Article 3(b) of the Youth Justice Board for England and Wales Order 2000, (SI 2000 No 1160) is desirous of obtaining the services of the Contractor to design, construct, manage and finance a secure training centre at Milton Keynes,

AND the Contractor has submitted proposals to the Authority to design, construct, manage and finance a secure training centre at Milton Keynes,

IT IS HEREBY AGREED that the terms and conditions set out hereinafter shall comprise the terms and conditions of the Contract between the Authority and the Contractor for the design, construction, managing and financing by the Contractor of a secure training centre at Milton Keynes.

PART I - GENERAL TERMS

1 DEFINITIONS

1.1 In the Contract (as hereinafter defined) the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:

Agent has the meaning ascribed to it in the Direct Agreement;

Approval of Reserved Matters has the meaning ascribed to it in Clause 14 (Planning Approval);

Assets means the plant, fixtures, fittings, materials, chattels, machinery or other equipment in or upon the Secure Training Centre and the Site;

Authority Development Agreement means an agreement dated 22 May 2003 made between the Commission for the New Towns (1) and the Authority (2) being an agreement relating to the construction of a secure training centre;

Authority Environmental Liability means:

(i) any Environmental Liability existing as at the Date of Contract; or

(ii) any Environmental Liability which arises on or after the Date of Contract as a result of the state or condition of the Site as at the date of the Contract (save for any Environmental Liability which arises as result of any act of the Contractor or any third party other than if such act is a caused by, or arises from the Contractor or the third party acting in accordance with a request or instruction from, the Authority or the Crown or their respective servants, agents or representatives);

Authority Materials means all Materials and software produced, used, provided or developed by or on behalf of or licensed to the Authority (other than by the Contractor or its licensors under the Contract) and provided by the Authority to the Contractor for the purpose of performing the Contract including any modifications or enhancements thereto;

Authority Purchase Agreement means an agreement dated the 25th June 2002 made between the Commission for the New Towns (1) and the Authority (2) being an agreement for the purchase of the Land by the Authority;

Available Trainee Place has the meaning ascribed to it in Clause 30.1 or Clause 30.2 as the case may be;

Availability Deduction has the meaning ascribed to it in Schedule G (Financial Matters);

Banks means those persons who, at any time, have entered into Financing Agreements with the Contractor or become party to the Financing Agreements (whether by assignment, novation or otherwise) PROVIDED THAT they are neither Shareholders nor beneficial holders (directly or indirectly) of more than % of the equity share capital in any of the Shareholders (other than through the taking of security by Banks (or their agent) over the equity share capital in any of the

Shareholders or the exercise of their rights in the manner contemplated in the Direct Agreement) and that all such persons and their ultimate parent companies (if any) are both resident and incorporated in countries which are members of the Organisation for Economic Co-operation and Development and "Bank" shall be construed accordingly;

Baseline Total means in respect of any Performance Quarter, the relevant number of Performance Points listed in Schedule H;

Business Day has the meaning ascribed to it in the Direct Agreement;

Business Rates means the level of non-domestic rating pursuant to the Local Government Finance Act 1988 Part III assessed by the billing authority (as defined in that Act) relevant to the relevant property from time to time;

Capital Expenditure means any expenditure incurred which would under a fixed asset basis of accounting fall to be treated as capital expenditure in accordance with generally accepted accounting principles in the United Kingdom from time to time or any other expenditure which is required once only or over a limited period of time and not on an annual or periodic basis;

Cash means cash in hand and deposits with any bank or other financial institution and includes cash in hand, deposits in foreign currencies and marketable securities;

Commercially Available means in relation to Contractor Licensed Software means that the software is freely available to be licensed on standard commercial terms;

Confidential Matters means any information which:

(a) relates to the way in which the Contract Price is calculated;

(b) reveals individual details of Staff at the Secure Training Centre;

(c) relates to Schedule F or the amounts specified in Schedule K in respect of limits or the amount of the Cap referred to in paragraph (d) (Rectification and Additional Costs) of Schedule J or the amount specified in (ii) of paragraph (A)(i) of Schedule J in respect of the discount rate there referred to; or

(d) might prejudice security at the Secure Training Centre.

Construction Sub-contract means the contract to be entered into by the Contractor with the Construction Sub-contractor for the Works;

Construction Sub-contractor means M J Gleeson Group Plc company number 479529 whose registered office is at Haredon House, London Road, North Cheam, Sutton, Surrey SM3 9BS or, with the prior written approval of the Authority such approval not to be unreasonably withheld or delayed, such other sub-contractor appointed by the Contractor, subject to the provisions of Clause 8 (Sub-Contracting) from time to time to execute the Works;

Contract means this contract as concluded between the Authority and the Contractor on the Date of Contract including all Schedules, annexes and appendices, plans,

specifications and drawings attached thereto, together with any variations agreed by the Authority in accordance with Clause 73 (Authority to Commit and Variation);

Contract Price means the sums payable under Clause 44 (Price) by the Authority to the Contractor for the performance of its obligations under the Contract;

Contract Term shall be the period referred to in Clause 2.1;

Contractor means STC (Milton Keynes) Limited or any Substitute Entity;

Contractor Environmental Liability means any Environmental Liability that is not an Authority Environmental Liability.

Contractor Licensed Software means software including supporting materials and manuals, other then Authority Materials used by the Contractor or any of its Sub-contractors in performing the Contract, the Intellectual Property Rights in which are owned other than by the Contractor or by a Sub-contractor (excluding source code unless released pursuant to Clause 69.3.2 (d));

Contractor Materials means all Materials produced, used, provided or developed by or on behalf of or licensed to the Contractor (other than by the Authority or its licensors) and used by the Contractor or any of its Sub-contractors for the purpose of performing the Contract (excluding the Software and the Data);

Contractor Software means software including supporting materials and manuals, used by the Contractor or any of its Sub-contractors in performing the Contract, the Intellectual Property Rights in which are owned by the Contractor or by a Sub-contractor (excluding source code unless released pursuant to Clause 69.3.2 (d));

Contractor's Full Quota Notice Date has the meaning ascribed thereto in Clause 31.1 (Timetable for Permit to Use);

Contractor's Substitute Place Notice has the meaning ascribed to it in Clause 30.9;

Crown does not include the Authority;

Custodial Duties means custodial duties at the Secure Training Centre as defined in the 1994 Act;

Custody Officer means a person in respect of whom a certificate is for the time being in force certifying that he has been approved by the Authority and the Crown for the purpose of performing Custodial Duties or Escort Functions or both in relation to persons in respect of whom a Detention and Training Order or Section 91 Order has been made, and that he is accordingly authorised to perform them, as defined in the 1994 Act;

Daily Report means a written record of the number of Available Trainee Places and of all Trainees accommodated at the Secure Training Centre in the previous 24 hour period to be completed by the Contractor;

Data means all data and information and all compilations of data and information in all media and in all formats created, or processed by the Contractor, the Operating Sub-contractor or the Construction Sub-contractor on behalf of the Authority which

relates to Staff at the Secure Training Centre or any individual who is a Trainee or in relation to the Project which the Authority or other governmental agency is obliged to keep under its ownership and control;

Data Protection Act means the Data Protection Act 1998;

Date of Contract means the date of signature of the Contract;

day means any period of 24 hours beginning at midnight;

Detention and Training Order means an order of a Court pursuant to Section 73 of the Crime and Disorder Act 1998 or Section 100 of the Powers of Criminal Courts (Sentencing) Act 2000 and any other custodial order or sentence replacing any of the same;

Development Cost has the meaning ascribed to it in Clause 47.2 (Variation of Price);

Direct Agreement means the agreement dated on or about the date hereof between the Authority, the Contractor and the Agent for and on behalf of the Banks;

Director means the person or persons appointed by the Contractor and approved by the Authority under Section 8 of the 1994 Act in accordance with Clause 34 (The Director);

Discriminatory Legislation means a change in Legislation (or the interpretation of such Legislation pursuant to an applicable judgement of a relevant court of law) the terms of which apply expressly to:

(a) the Project and not to similar projects procured under the PFI;

(b) the Contractor and not to other persons; and/or

(c) PFI Contractors and not to other Persons.

Distribution means whether in cash or in kind, any:

(i) dividend or other distribution in respect of share capital;

(ii) reduction of capital, redemption or purchase of shares or any other reorganisation or variation to share capital;

(iii) payments under the Subordinated Financing Agreements (whether of principal, interest, breakage costs or otherwise);

(iv) payment, loan, contractual arrangement or transfer of assets or rights to the extent (in each case) it was put in place after Financial Close and was neither in the ordinary course of business nor on reasonable commercial terms;

(v) the receipt of any other benefit which is not received in the ordinary course of business and on reasonable commercial terms, or

document includes any written or printed work, or photograph, or any work produced by electronic means;

Environmental Law means any Legislation or common law which has as its purpose or effect the prevention of harm to the environment or to human health or the provisions of remedies in respect of harm to the environment or human health;

Environmental Liability means any criminal or civil liability under any Environmental Law and/or any obligation under any Environmental Law to take or pay for any steps necessary for limiting, removing, remedying, cleaning up or abating or containing any matter capable of causing harm to the environment or human health or to prevent, mitigate, abate pollution of the environment or harm to human health.

Equity IRR means the projected blended rate of return to the Relevant Persons over the full term of the Contract, having regard to Distributions made and projected to be made;

Equity Value has the meaning ascribed thereto in Schedule K;

Escort Duties has the meaning ascribed thereto in Clause 40.1;

Escort Functions means the functions specified in paragraph 1 of Schedule 1 to the 1994 Act;

Event of Default means any of the events listed in Clause 52 (Default by the Contractor);

Exempt Refinancing means:

(a) any Refinancing that was fully taken into account in the calculation of the Contract Price;

(b) a change in taxation or change in accounting treatment;

(c) waivers, consents and similar actions which relate to day to day administrative and supervisory matters that are in respect of breaches of representations or warranties, late or non-provision of information or amendments to sub-contracts;

(d) any sale of shares in the Contractor by the shareholders or securitisation of the existing rights and/or interests attaching to shares in the Contractor;

(e) any sale or transfer of the Subordinated Lenders' existing rights and/or interests under the Subordinated Financing Agreements or securitisation of the Subordinated Lenders' existing rights and/or interests under the Subordinated Financing Agreements; or

(f) any Qualifying Bank Transaction.

Expiry Date means the date on which the Contract expires, or would expire, assuming no early termination occurs in accordance with the provisions of the Contract;

Facility Agreement has the meaning ascribed to it in the Direct Agreement;

Facility Fee means the fee described in Clause 45 (Full Operation Pricing Mechanism) and Schedule G;

Finance Plan means the Contractor's finance plan, attached hereto at Schedule F as amended pursuant to Clause 11.4;

Financing Agreements means all agreements (including Hedging Agreements) entered into, on or prior to the date of the Contract by the Contractor and any Banks for the provision of finance to the Contractor for the purpose of its obligations under the Contract, as initialled by the Authority in accordance with Clause 3.2;

Financial Close shall have the meaning given to it in the Financing Agreements;

Fixed Availability Fee means the fee referred to as such in Schedule G;

Fixed Charge has the meaning ascribed to it in the Deed of Charge defined in the Facility Agreement;

Force Majeure has the meaning ascribed to it in Clause 58 (Force Majeure);

Full Operation Date means the date of commencement of the Full Operation Period;

Full Operation Period means the period defined at Clause 25 (Full Operation Period);

Full Quota means 80 Available Trainee Places;

governor means the servant or servants of the Crown appointed by the Authority pursuant to Section 10 of the 1994 Act;

Group means in relation to any Person, any holding company or subsidiary of that Person or a subsidiary of such holding company and "holding company" and "subsidiary" shall have the meaning given to them in section 736 of the Companies Act 1985;

Guaranteed Trainee Places has the meaning ascribed thereto in Clause 45.2(i);

Hedging Agreements means all agreements in the form approved by the Authority in writing from time to time and entered into by or on behalf of the Banks for the purposes of hedging the exposure of the Contractor to interest rate variations under any of the other Financing Agreements;

Holdco means STC (Milton Keynes) Holding Limited company number 04508948 whose registered office Sutton Park House, 15 Carshalton Road, Sutton, Surrey, SM1 4LD;

Incremental Charge means the amount described in Clause 45 (Full Operation Pricing Mechanism) and Schedule G;

Incremental Trainee Places has the meaning ascribed thereto in Clause 45.1(ii);

Independent Engineer means the Person appointed by the Authority under the Monitoring Contract to act as an independent engineer for the purposes of the Works;

Independent Engineer's Declaration means the declaration to be given under Clause 28 (Engineer's Declaration);

Indexed Availability Fee means the fee referred to in Schedule G;

Indexed Costs Fee means the fee referred to as such in Schedule G;

Indexed Incremental Costs Fee means the fee referred to as such in Schedule G;

Indexed Incremental Element means the fee referred to as such in Schedule G;

Insurance Claim has the meaning ascribed to it in the Direct Agreement;

Insurance Proceeds has the meaning ascribed to it in the Direct Agreement;

Insurance Threshold Amount has the meaning ascribed to it in the Direct Agreement;

Intellectual Property Rights include any design right, moral right, database right goodwill, copyright, database right, patent, trade mark, or performing right (whether registrable or otherwise) or any other intellectual property right;

Invitation to Tender means the invitation to tender dated January 2002 and all schedules and annexes attached thereto relating to the provision of a secure training centre at Milton Keynes;

Land means all that land, buildings and other structures and land covered with water more particularly described in the Lease and known as the Milton Keynes site;

Lease means the Lease referred to in Clause 13 (Land);

Legislation means any Act or subordinate legislation (including, without limitation the STC Rules) within the meaning of Section 21(1) of the Interpretation Act 1978 and any exercise of the Royal Prerogative and any enforceable community right within the meaning of Section 2 of the European Communities Act 1972;

Lender Liabilities means at the relevant time the aggregate of:

(a) all principal, interest (other than any amount constituting default interest) (i**)** which has accrued but not yet fallen due and payable at the date of the Termination Notice and (ii) which accrues for a period not exceeding 210 days after the date of such Termination Notice (or such longer period as the Authority may agree), in each case in accordance with the Financing Agreements (other than the Hedging Agreements), and other amounts (except for interest and default interest or amounts representing interest and/or default interest) outstanding including any reasonable costs and expenses properly incurred and banking fees in each case due from the Contractor to the Banks under the terms of the Financing Agreements (other than the Hedging Agreements)**;** and

(b) all amounts due from the Contractor to the Banks under the terms of the Hedging Agreements (except to the extent that such amounts are payable under paragraph (a) above)**;**

less the aggregate of:

(i) all amounts payable by the Banks to the Contractor under the terms of the Hedging Agreements; and

(ii) any amounts of Cash deposited or placed by or on behalf of the Contractor to secure obligations owed to the Banks under the Financing Agreements;

calculated on the basis that the Hedging Agreements have been terminated, cancelled and/or closed out as the case may be;

LIBOR means the London Interbank Offer Rate notified to the Authority by the Agent from time to time pursuant to Clause 21.11 of the Direct Agreement whilst the Facility Agreement is in effect, and thereafter, in respect of any month, the three month London Interbank Offer Rate on the first business day of such month, as shown in the Financial Times;

Longstop Date means 12 months after the Scheduled Opening Date, subject to Clause 26 (Extensions of Time);

Losses means all losses, liabilities (whether in contract, tort under statute or otherwise) claims, actions, proceedings, demands, costs, charges, penalties or expenses;

Materials means any reports, drawings, requirements, specifications, designs, text, plans, inventions, images and/or other documents, materials (recorded on any tangible or intangible medium);

Monitor means the servant or servants of the Crown appointed by the Authority in accordance with Section 8 of the 1994 Act;

Monitor's Acceptance Notice has the meaning ascribed to it in Clause 30.9;

Monitor's Rejection Notice has the meaning ascribed to it in Clause 30.9;

Monitoring Contract means the contract for services in respect of the Project between the Authority and the Independent Engineer;

month means calendar month;

Named Representatives of the Authority means those persons whose names appear in Schedule M which may be amended from time to time pursuant to Clause 73 (Authority to Commit and Variation);

Named Representatives of the Contractor means those representatives of the Contractor whose names appear at Schedule M or such other person(s) notified to the Authority by the Contractor in writing attaching a resolution of the board of directors of the Contractor appointing such person(s);

Notice of Change has the meaning ascribed to it in Clause 11.1 (Changes to Services Required);

obligations of the Contract includes all works, services, payments and supplies of goods required by the Contract, and all duties imposed by the Contract, together with

any variations agreed by the Authority in accordance with Clause 73 (Authority to Commit and Variation);

Operating Costs has the meaning ascribed thereto in Schedule J;

Operating Parent Company means Securicor PLC (registered number 03811216) and whose registered office is at Sutton Park House, 15 Carshalton Road, Sutton, Surrey SM1 4LD;

Operating Procedures means procedures developed and/or drawn up by or on behalf of the Contractor pursuant to Schedules D and E of the Contract;

Operating Sub-contract means the contract to be entered into by the Contractor with the Operating Sub-contractor in respect of the provision of certain operation and maintenance services to be provided by the Contractor under the Contract;

Operating Sub-contractor means Securicor Custodial Services Limited company number 0390328 whose registered office is at Sutton Park House, 15 Carshalton Road, Sutton, Surrey, SM1 4LD or with prior writing approval of the Authority (such approval not to be unreasonably withheld or delayed) and subject to the provisions of Clause 8 (Sub-Contracting) such other Operating Sub-Contractor appointed by the Contractor from time to time to provide any of the Services (other than those undertaken by the Construction Sub-Contractor in its capacity as such);

Operation Proposals has the meaning ascribed to it in Clause 23.1 (Preparation for Operation of the Secure Training Centre);

Original Trainee Place has the meaning given to it in Clause 30.9;

Outline Permission has the meaning ascribed to it in Clause 14 (Planning Matters);

Outstanding Landscaping Works has the meaning ascribed thereto in Clause 28 (Independent Engineers Declaration);

Parties means the Authority and the Contractor (including their permitted successors and assigns) and reference to "**Party**" should be construed accordingly.

Performance Measure means an event or circumstance listed as such in Schedule H in respect of which there may be a reduction in the amount payable hereunder as provided in Clause 48.1 (Performance Evaluation);

Performance Point means each point accruing on the occurrence of a Performance Measure, as more particularly set out in Schedule H;

Performance Quarter means in respect of the first Performance Quarter, the period commencing on the Full Operation Date (as determined in accordance with Clause 25 (Full Operation Period)) and ending on the last day of the month in which the day falling three months after the Full Operation Date falls, and thereafter shall be each period of three months commencing on the day following the last day of the previous Performance Quarter;

Performance Year means in respect of the first Performance Year, the period commencing on the Full Operation Date (as determined in accordance with Clause 25 (Full Operation Period)) and ending on the last day of the month in which the day

falling twelve months after the Full Operation Date falls, and thereafter shall be each year commencing on the day following the last day of the previous Performance Year;

Permit to Use means the Permit described in Clause 29 (Permit to Use);

Person means any individual, firm, company, partnership, corporation, joint venture, association, trust, unincorporated association, agency, Government department or agency of the Crown (whether or not having separate legal personality);

Personal Data shall have the same meaning as in section 1(1) of the Data Protection Act 1998 and for the purpose of this Contract shall be limited to personal data which is processed under or in connection with the Contract solely in relation to Trainees;

PFI Contractor means a Person that has contracted with the Government, a local authority or other public or statutory body to provide services under the PFI;

Phase-in Period means the period defined in Clause 32 (Phase-in Period);

Phase-in Timetable means the timetable set out in paragraph 11 of Schedule G;

Planning Approval means such planning clearance or permission whether under the Department of the Environment Circular 18/84 or the Town and Country Planning Act 1990 as is necessary for the Contractor to discharge lawfully its obligations under the Contract in respect of the Site or under Clause 14;

Planning Obligation means the Deed dated 26th June 2002 executed by the Authority under Section 106 of the Town and Country Planning Act 1990 in favour of The Council of the Borough Of Milton Keynes;

Pre-Refinancing Equity IRR means the nominal post-tax Equity IRR calculated immediately prior to the Refinancing;

Project means the design, construction, commissioning, maintenance and operation of the Secure Training Centre;

Quality Assurance Procedures means the Contractors Quality Assurance Procedures, a list of which is set out in Part 2 of Schedule A, to be complied with by the Contractor pursuant to Clause 15A (Quality Assurance Procedures);

Qualifying Lender has the same meaning given to it in the Facility Agreement;

Qualifying Bank Transaction means:

(a) the disposition by a Bank of any of its rights or interests in the Financing Agreements to a Qualifying Lender.

(b) the grant by a Bank to a Qualifying Lender of any rights of participation in respect of the Financing Agreements; or

(c) the grant by a Bank to a Qualifying Lender of any other form of benefit or interest in either the Financing Agreements or the revenues or assets of the Contractor, whether by way of security or otherwise.

Qualifying Refinancing means any Refinancing that will give rise to a Refinancing Gain that is not an Exempt Refinancing.

Rectification Notice means any notice issued in accordance with Clause 53 (Rectification);

Rectification Period means the period set out in Schedule D Part 2;

Refinancing means:

(a) any amendment, variation, novation, supplement or replacement of any Financing Agreement;

(b) the exercise of any right, or the grant of any waiver or consent, under any Financing Agreement;

(c) the disposition of any rights or interests in, or the creation of any rights of participation in respect of, the Financing Agreements or the creation or granting of any other form of benefit or interest in either the Financing Agreements or the contracts, revenues or assets of the Contractor whether by way of security or otherwise; or

(d) any other arrangements put in place by the Contractor or another person which has an effect which is similar to any of (a)-(c) above or which has the effect of limiting the Contractor's ability to carry out any of (a)-(c) above.

Refinancing Gain means an amount equal to the greater of zero and (A-B)-C, where:

A = the net present value of the Distributions projected immediately prior to the Refinancing (taking into account the effect of the Refinancing and using the Finance Plan as updated (including as to the performance of the Project) so as to be current immediately prior to the Refinancing) to be made to each Relevant Person over the remaining term of the Contract following the Refinancing;

B = the net present value of the Distribution projected immediately prior to the Refinancing (but without taking into account the effect of the Refinancing and using the Finance Plan as updated (including as to the performance of the Project) so as to be current immediately prior to the Refinancing) to be made to each Relevant Person over the remaining term of the Contract following the Refinancing; and

C = any adjustment required to raise the Pre-Refinancing Equity IRR to the Threshold Equity IRR.

Regulations has the meaning ascribed thereto in Clause 12A (CDM Regulations);

Re-instatement Date has the meaning ascribed thereto in Clause 7.4 (Liability for Damage and Destruction);

Relevant Event means any of the following events:

(a) a change to any obligation to be met by the Contractor under the Contract is required by the Authority under, or STC Legislation and/or Discriminatory

Legislation is enacted as contemplated in, Clause 11 (Changes to Works and/or Services Required), and that change or such STC Legislation and/or Discriminatory Legislation requires the Contractor to perform or procure building works upon the Site or to amend the nature or extent of or to reprogramme the Works or to redesign or amend the nature or extent of the Services;

(b) any failure by the Authority to comply with any of its obligations under the Contract or any failure by the Independent Engineer to give the Independent Engineer's Declaration in accordance with the Monitoring Contract, or any delay by the Authority or any representative of the Authority in allowing the Contractor or any Sub-contractor to have access to the Site or any obstruction by the Authority or any representative of the Authority or other person deriving authority from the Authority of such access;

(c) strikes by any Persons other than any of the employees of the Contractor or any of the Sub-contractors or suppliers to the Contractor or the Sub-contractors and/or any employees of the Shareholders or their affiliates;

(d) civil commotion (other than any civil commotion the primary intention of which is to disrupt the Works or the opening of the Secure Training Centre) or terrorism or any breakout, lock in, riot, affray or other disruption arising at HMP Woodhill or any action or response taken by the Authority or any other body in relation thereto;

(e) exceptionally adverse weather conditions (at least significantly exceeding the worst conditions that have occurred in the area of the Site at the same time of year over the previous ten years);

(f) fire, lightning, explosion, storm, tempest, flood, earthquake, bursting or overflowing water tanks, apparatus or pipes, aircraft and other aerial devices or articles dropped therefrom provided that such event is not caused by the wilful or reckless default or breach of a relevant obligation under the Contract or a Sub-contract by any of the Contractor and the Sub-contractors; or

(g) the discovery of fossils, antiquities or other objects of interest and value which may be found on the Land or in excavating the same during the progress of the Works.

Relevant Person means a Shareholder and any member of its Group;

Relevant Shareholder has the meaning ascribed to it in Clause 59.3 (Change of Control);

Relief Event means:

(a) civil commotion, terrorism, breakout, lock in, riot, affray or other disruption arising at HMP Woodhill or any action or response taken by the Authority or any other body in relation thereto unless such event arises (directly or indirectly) as a result of any wilful default or act of the Contractor or any of its Sub-contractors; or

(b) Authority Environmental Liability;

a representative of the Authority in any provision of the Contract means the person duly authorised by the Authority to act for the purposes of the provision;

RPI means the Retail Prices Index excluding Mortgage Interest Payments (RPIX), as set out in RP05 of the "All Items Retail Prices Index excluding Mortgage Interest Payments (RPIX) Index and Percentage Change over 12 months Tables (RP05 & RP07)" as published by the Office of National Statistics or such other index as shall replace such index provided that in the event of:-

(a) any material change after the Date of Contract in the reference base used to complete such index, the figure taken to be shown is the figure which would have been shown in such index if the reference base current at such date had been retained; or

(b) it becoming impossible, by reason of any change after the Date of Contract in the method used to compile such index or such index being abolished or for any other reason, to apply such index for the purpose contemplated by this Contract,

and the Parties are unable to agree an alternative index, the matter shall be determined in accordance with the Dispute Resolution Procedure which shall have full power to determine on such dates as it shall deem appropriate what would have been the increase in the index had it continued or, if the Dispute Resolution Procedure is unable to determine such increase, to make such other provision as shall be fair and reasonable;

Review Date means the Full Operation Date and each anniversary of the date;

Scheduled Opening Date shall be, subject to Clause 26 (Extension of Time), 28 June 2004;

Section 91 Order means an order of a Court pursuant to Section 91 of the Powers of Criminal Courts (Sentencing) Act 2000 and any other custodial order or sentence replacing any of the same;

Secretary of State Intervention has the meaning ascribed to it in Clause 65 (Secretary of State Intervention);

Secure Training Centre means the buildings and structures and land enclosed within the boundary fencing, and each and any of their component parts described in Schedule A, and existing on the Land, together with any extensions and alterations thereto existing from time to time within which the Contractor is to provide the service of a secure training centre;

Security Technology Change means any change in the manner in which security and control are or might, if implemented, be maintained in the Secure Training Centre at a level sufficient to satisfy the relevant tests in Clause 30 (Available Trainee Places) (including, without limitation, at a level set out in Part 1 of Schedule D) which reduces or will reduce the number of Custody Officers required or otherwise materially reduces or will materially reduce the costs of the Contractor or the Operating Sub-contractor in performing its obligations under the Contract or the Operating Contract;

Services means those parts of the obligations of the Contract which concern the operation, running and maintenance of the Secure Training Centre upon the Site including any change of service pursuant to Clause 11 (Changes to Services Required);

Shareholder means any Persons from time to time holding share capital in the Contractor or Holdco whether or not those Persons have granted security over those shares (and "Shareholder" shall be construed accordingly);

Shares has the meaning ascribed to it in Clause 59.3 (Change of Control);

Site means all the Land together with any buildings or structures and parts of buildings or structures and each and any of their component parts, whether temporary or permanent, which may exist thereupon from time to time;

Software means the Contractor Software and the Contractor Licensed Software;

Software Restrictions means in respect of the Software excluding: (i) rights to reverse engineer; (ii) make copies of Software in excess of those the Contractor or a Sub-contractor is licensed to use; or (iii) modify, adapt and develop (other than as expressly permitted under Clause 69.3.2 (d)), to the extent permitted by law, unless otherwise expressly agreed in writing by the relevant licensor;

Staff means (except in Clause 72 (Independent Contractor)) persons from time to time who work or perform duties or provide services (whether or not on a full-time basis and whether paid or volunteers) at or in relation to the Secure Training Centre either following the Full Operation Date or prior to the Full Operation Date but who intend to continue such work or duties or services after the Full Operation Date, including without limitation, the Director and any Custody Officer, whether they are an employee of or otherwise engaged by the Contractor, or an employee of or otherwise engaged by any Sub-contractor, but shall not include the Monitor or other persons employed by the Authority or persons employed by the Construction Sub-contractor or its sub-contractors (other than the Operating Sub-Contractor) (and "**a member of staff**" shall have the like meaning).;

Statutory Undertaker means any person entitled to exercise statutory powers in relation to the Land;

Statutory Obligations has the meaning ascribed to it in Clause 19.1 (Statutory Obligations, Notices, Fees and Charges);

STC Legislation means any Legislation or any applicable judgement of a relevant court of law which changes the interpretation of any Legislation first having legal effect after the Date of Contract (other than such Legislation which on the Date of Contract is or ought reasonably to have been foreseeable by the Contractor) which expressly refers to the provision or running of the Secure Training Centre or secure training centres generally or secure accommodation for children generally (and shall include without limitation the application of the Children Act 1998 to Trainees);

STC Rules means such rules as shall be made from time to time pursuant to Section 47 of the Prison Act 1952 for the regulation and management of secure training centres;

Sub-contract means the contract between the Contractor and the relevant Sub-contractor providing for the performance by the Sub-contractor of some or all of the obligations of the Contractor hereunder;

Sub-contractor means the Construction Sub-contractor, the Operating Sub-contractor or any person who has contracted with the Contractor or the Substitute Entity (otherwise than under a direct agreement or warranty) for the performance of any obligation of the Contractor under the Contract (excluding, for the avoidance of doubt, the Banks) and has been approved by the Authority pursuant to Clause 8 (Sub-contracting);

Subordinated Financing Agreements means the loan note instrument dated on or about the Date of Contract constituting Project Co Subordinated Loan Notes 2009;

Subordinated Lenders means a person providing finance under a Subordinated Financing Agreement;

Substitute Entity means a Person duly appointed to be the new contractor in place of the Contractor in accordance with the Direct Agreement;

Substitute Place means alternative accommodation identified as a healthcare room in Schedule A and/or such other accommodation agreed in writing from time to time by the Authority and the Contractor, being accommodation which is additional to the Full Quota at the Full Operation Date and which is capable of being brought into use as an Available Trainee Place in accordance with Clauses 30.1 and 30.2 (as the case may be);

Termination Date means the date on which the Contract terminates in accordance with the terms hereof;

Termination Notice means a notice issued in accordance with Clause 54 (Termination for Default);

the 1994 Act means the Criminal Justice and Public Order Act 1994;

the 1998 Act means the Crime and Disorder Act 1998;

Threshold Equity IRR means %;

Trainee means a person sentenced to a Detention and Training Order or Section 91 Order or remanded pursuant to Section 133 of the Criminal Justice Procedures Act 2001 by a Court and assigned by the Authority to a Trainee Place at the Secure Training Centre;

Trainee Place means a unit place for accommodation of a Trainee;

Trainee Record has the meaning ascribed to it in Schedule D;

Training Plan has the meaning ascribed to it in Schedule D;

Unsuitable Person has the meaning ascribed to in Clause 59.3 (Change of Control);

Unavailable Trainee Place means any Guaranteed Trainee Place or Incremental Trainee Place which does not meet the criteria for an Available Trainee Place as defined in Schedule D Part II;

Use means any use for the purposes of receiving the Services in relation to the Secure Training Centre and for the design, construction, or improvement of the Secure Training Centre, with the right to grant sub-licences for such purposes whether to a Substitute Entity or some other person, subject to Clause 69.3.5, but excluding the right to commercially exploit (and in the case of the Software, subject to the Software Restrictions);

Value Added Tax and **VAT** means United Kingdom value added tax including any similar tax which may be imposed in place thereof from time to time;

Virus means any computer code, programming instruction or set of instructions which is intentionally constructed with the ability to impair or otherwise adversely affect the operation of any computer, prevent or hinder access to any program or data, or impair the operation of any program or the reliability of any data (whether by arranging the same within the computer or any storage medium or device or by altering or erasing the program or data in whole or in part or otherwise), including computer viruses or other similar things;

Wage Costs means all costs, claims and expenses (including employer National Insurance Contributions) in respect of the recruitment, training, employment or hiring by the Contractor or any Sub-contractor (or by any other person which has undertaken to provide any part of the Services, without double counting) of any employee, servant, agent or representative to carry out any of the Services;

Works means those parts of the obligations of the Contract which concern the design, construction, commissioning and provision of the Secure Training Centre upon the Site as set out in Schedule A; and

Year means a calendar year unless otherwise specified;

1.2 In this Contract, except where the context otherwise requires:

(a) the masculine includes the feminine and the singular includes the plural;

(b) any reference to any enactment, order, regulation or other similar instrument shall be construed as a reference to the enactment, order, regulation or instrument (including any EC instrument) as amended or re-enacted;

(c) any sum of money stated herein to be "Indexed for Inflation" shall be calculated on the basis of its value in money of 1 December, 2002, the Date of Real Pricing, by the application of the formula:

$M_N =$ x ( ) / ( ))

Where:

M_N is the value expressed in money at the date of indexation
M_{DoRP} is the value expressed in money at 1 December, 2002, the Date of Real Pricing
$RPI_{N-3\ months}$ is the RPI published for the month three months before date N

$RPI_{DoRP - 3 \text{ months}}$ is the RPI published for the month three months before the Date of Real Pricing

(d) any reference to an agreement or document shall be to such agreement or document as amended, supplemented, novated or replaced as permitted under the Contract and (so far as applicable) the Direct Agreement (unless otherwise expressly provided);

(e) any reference in the Contract to a Schedule shall be to such Schedule as amended, modified or varied in accordance with the terms hereof;

(f) the headings to the clauses contained herein are for the convenience of the Parties and are not intended to affect the interpretation thereof;

(g) a reference in this Contract to any clause, sub-clause, paragraph, schedule or annex is, except where it is expressly stated to the contrary, a reference to such clause, sub-clause, paragraph, schedule or annex of this Contract;

(h) reference to the words "include" or "including" are to be construed without limitation; and

(i) any obligation of a Party to do any act, matter or thing, includes an obligation to procure that it is done.

1.3 The Contract is entered into under the private finance initiative, the consideration due under the Contract is determined in part by reference to both the standards attained in the performance of a service and the extent of use of the Secure Training Centre, and the Authority is an authority or body whose accounts are required to be examined and certified by or are open to the inspection of the Comptroller and Auditor General by virtue of any enactment. Accordingly, the Contract is excluded from Part II of the Housing Grants, Construction and Regeneration Act 1996 by operation of Clause 4 of the Construction Contracts Exclusion Order 1998. The Contractor acknowledges, that the operation of the Act upon any Sub-contract shall not affect the Parties' rights or obligations under the Contract.

2 DURATION OF THE CONTRACT

2.1 Subject to the terms of Part VII of the Contract (Default and Termination) and any other provisions herein relating to termination, the Direct Agreement and Clause 26 (Extension of Time), the Contract Term shall be from the Date of Contract to the date 25 years after the Scheduled Opening Date.

2.2 In the event that the Secure Training Centre does not open on the Scheduled Opening Date, the 25 year period of the Contract referred to in Clause 2.1 shall nonetheless begin on the Scheduled Opening Date, and the Authority shall not be obliged to grant the Contractor any extension of the Contract Term.

3 BINDING EFFECT AND PRELIMINARY INFORMATION

3.1 The Contract shall have binding effect from the Date of Contract.

3.2 The Contractor shall provide to the Authority on or before the Date of the Contract:

(a) the Financing Agreements together with evidence to the satisfaction of the Authority that (subject only to satisfaction of conditions precedent which concern things to be done by the Authority) funding is available to the Contractor to permit it to carry out its obligations under the Contract, and that such funding is substantially in accordance with the Finance Plan, and the Contractor warrants that such funding will be substantially in accordance with the Finance Plan;

(b) all documents creating or purporting to create security interests granted by the Contractor in respect of the Financing Agreements or any obligations which relate to the obligations under the Financing Agreements and which are documents referred to as conditions precedent to drawdown under the Financing Agreements; and

(c) certified copies of the Construction Sub-contract and any supporting or ancillary documentation, each in a form previously approved by the Authority (such approval not to be unreasonably withheld).

The Authority shall signify its approval of the documents referred to in (a), (b) and (c) above by initialling each of them for identification.

4 DUTY OF CARE

The Contractor shall be responsible for ensuring that reasonable skill, care and diligence are exercised in the carrying out of its obligations under or in connection with the Contract.

5. INDEMNITY

5.1 Subject to Clause 5.2 but without prejudice to the Authority's rights under Clause 52 (Default by the Contractor) and Clause 54 (Termination for Default) and the Contractor's obligations under Clause 7 (Liability for Loss and Damage) and Clause 27 (Liquidated Damages), the Contractor shall fully and effectively indemnify the Authority and any servant, agent or representative of the Authority in respect of all Losses, suffered or incurred by or which may be made against the Authority or any of its servants, agents or representatives (including, without limitation any payment or charge payable by or on behalf of the Authority to an entity, or a division or agency of any entity, in the public sector) which arise as a result of or in connection with the performance or non-performance by the Contractor of its obligations under the Contract and/or the breach thereof, the Project, the Site or the Secure Training Centre including, without limitation to the generality of the foregoing:

(a) any Losses which may be incurred or suffered by or made against the Authority or any servant, agent or representative of the Authority, in respect of personal injury (including injury resulting in death) except

(i) to the extent that the same arises directly as a result of an express written request or instruction of the Authority, the Crown or their respective servants, agents or representatives; or

(ii) where the personal injury is suffered by the Monitor or any servant, agent or representative of the Authority or the Crown or any person notified to the Contractor by the Authority as wishing to gain access to the Secure Training Centre and who should be

permitted such access, and such personal injury arises directly as a result of the failure of such person to comply with the Contractor's reasonable security requirements which had been brought to the attention of such person by the Contractor and is not caused or contributed to by any failure of the Contractor to comply with the obligations under the Contract;

(b) subject to Clause 5.8 below, any Losses (including, without limitation, additional costs incurred in transportation and the cost to the Authority of providing for the relevant Trainees conditions including regime substantially similar to those required to be provided by the Contractor under the Contract) suffered or incurred by the Authority in connection with its accommodating Trainees outside the Secure Training Centre arising from any failure by the Contractor to fulfil its obligations under the Contract to provide Available Trainee Places;

(c) any claims which may be made against the Authority in respect of the infringement of any person's rights (which for the purpose of this Clause only shall mean Convention Rights as defined in the Human Rights Act 1998 together with any other common law and/or Legislation based rights including, but not limited to, the STC Rules) by reason of the manner in which all or any part of the Secure Training Centre is operated or maintained if such claim results directly or indirectly from a breach of the Contract by the Contractor;

(d) any Losses incurred or suffered by or made against the Authority or any servant, agent or representative of the Authority arising out of or in connection with the ownership, use, operation, condition, maintenance or repair of any vehicles or the breach by the Contractor of any legal or statutory requirement relating to the ownership, use, operation, maintenance or repair of any vehicles provided only that such vehicles are operated by the Contractor or any Sub-Contractor, in connection with the construction and/or operation of the Secure Training Centre; and

(e) any Losses which may be incurred or suffered by or made against the Authority or any servant, agent or representative of the Authority, to the extent that they arise out of or in connection with any claim that the use of the Contractor Materials, Software, or (to the extent created by or on behalf of the Contractor), the Authority Materials or Data or part thereof infringes the Intellectual Property Rights of a third party, but this indemnity shall not apply to any use by the Authority other than in accordance with Clause 69.

5.2 The Contractor shall not be liable under Clause 5.1 (or under Clauses 7, 13.8, 14.6, 15.2, 36.14, 43.4.3, 43.5, 43.9, 43.10, 43.12, and 78.3) for:

(a) any Losses to the extent arising directly from the negligence or wilful default of the Authority or the Crown or any servant, agent or representative of the Authority or the Crown or any failure of the Authority or the Crown to comply with their respective obligations under the Contract (if any), Legislation or common law; or

(b) any Losses which are attributable to any event, omission, matter of fact or circumstance occurring after the expiry of the Contract Term, excluding, for the avoidance of doubt:

(i) those attributable to any matters for which the Contractor has accepted responsibility under Clause 10 (Provision and Interpretation of Information); and

(ii) those attributable to any matters relating to the design, workmanship or materials used in or the quality of construction of the Secure Training Centre; or

(c) any Losses to the extent arising directly from the performance by the Authority, its servants, agents or representatives of its obligations under or in respect of the Contract (including, but not limited to, the payment of any part of the Contract Price and any payments due to the Independent Engineer or any other servants, agents or representatives appointed by the Authority in connection with the Contract and any internal costs or expenses incurred by the Authority in monitoring the Contract) or Losses (subject to Clause 5.8(c)) to the extent that the Authority is reasonably able to mitigate them.

(d) any Business Rates in respect of the Secure Training Centre or the Site (or any contributions made by or requested from the Crown in lieu thereof) or any tax or charge imposed in substitution therefor; or

(e) any Losses incurred by the Authority or any servant, agent or representative of the Authority in connection with a breach by the Authority or the Crown of any public procurement rules; or

(f) (except as expressly provided in Clause 5.1(b) above) any indirect or consequential Losses except to the extent that such Losses are covered by a policy of insurance which is maintained by the Contractor and/or any Sub-contractor or which the Contractor is obliged to maintain pursuant to Clause 6; or

(g) any Losses to the extent arising from the Contractor acting in accordance with a request or instruction from the Authority or the Crown or their respective servants or agents or with regulations or procedures approved by the Authority or with Legislation (including STC Rules) (other than such Legislation which on the Date of Contract is or ought reasonably to have been foreseeable by the Contractor) or with any applicable judgement of a relevant court of law which changes the interpretation of Legislation**;** or

(h) any liabilities relating to the Site insofar as they exist at the Date of Contract other than those liabilities which have been expressly assumed by the Contractor pursuant to the Lease; or

(i) any Losses caused by the failure of the Authority to mitigate to the extent reasonably practicable in the circumstances; or

(j) loss or damage to the Secure Training Centre and the Site and any Assets occurring during the Contract Term to the extent that such loss or damage is caused or contributed to by any act or omission of, or directly as a result of an express written request or instruction of, the Authority or the Crown or their respective employees, servants, agents or representatives or the breach by the Authority or the Crown of any of their respective obligations under the Contract, Legislation or common law; or

(k) any Losses incurred by the Authority or any servant, agent or representative of the Authority in connection with an Authority Environmental Liability.

5.3 If the Contractor pays to the Authority an amount in respect of Losses (whether pursuant to Clause 5 or any other provision of the Contract) and the Authority subsequently recovers (whether by payment, discount, credit, saving, relief or other benefit or otherwise howsoever) a sum which is directly referable to the fact, matter, event or circumstances giving rise to the Losses, the Authority shall forthwith repay to the Contractor:

(a) an amount equal to the sum recovered (or the value of the savings or benefit obtained) less any reasonable out-of-pocket costs and expenses incurred by the Authority in recovering the same; or

(b) if the figure resulting under paragraph (a) above is greater than the amount paid by the Contractor to the Authority in respect of the Losses such lesser amount as shall have been so paid to the Authority.

5.4 (a) (subject to adjustment pursuant to Clause 5.4(aa)) the maximum amount for which the Contractor shall be liable under this Clause 5 and under Clauses 13.8, 14.6, 15.2, 36.14, 43.4.3, 43.5, 43.9, 43.10, 43.12, and 78.3 in respect of Losses against which the Contractor is not required to maintain insurance pursuant to the Contract shall for the first year from the Date of Contract be

for any one incident or series of related incidents and .....
in aggregate.

(aa) In subsequent years, the said maximum amounts shall be Indexed for Inflation on each anniversary of the Date of Contract in accordance with the provisions of Clause 1.2(c).

(b) In respect of other Losses, the maximum amount for which the Contractor shall be liable at any time under the indemnities contained in this Clause 5 (and in Clauses 13.8, 14.6, 36.14, 43.4.3, 43.5, 43.9, 43.10, 69A.7 and 78.3) and the warranties and undertakings in Clauses 15.2 and 43.12 shall be the greater of (i) the maximum amount for which the Contractor could at such time be liable pursuant to Clause 5.4(a) and (ii) the amount of insurance (net of any deductible) procured or maintained or (if greater) required to be procured or maintained pursuant to the Contract at such time by or on behalf of the Contractor in respect of such Losses.

(c) The liability of the Contractor pursuant to this Clause 5.4 shall arise at the time the relevant Losses are incurred by the Authority; provided, however, that to the extent the amount referred to in Clause 5.4(b)(ii) exceeds the amount referred to in Clause 5.4(b)(i) in respect of any Losses, the Contractor shall not be required to remit the amount of the excess to the Authority except in so far as the relevant claim has been paid by the Contractor's insurer. The Contractor will use its best endeavours to ensure the prompt settlement of any claim under any policy of insurance. Nothing in this paragraph (c) shall in any way affect the Contractor's obligations to make payment up to the amount specified in Clause 5.4(b)(i) in respect of any Losses.

5.5 Except as expressly provided in the Contract, the Contractor shall not make any claim against the Authority and/or the Crown or any servant, agent or representative of the

Authority and/or the Crown in respect of any Losses sustained by the Contractor (or by any other person whether or not employed by the Contractor or a Sub-contractor) by reason of or arising out of or in any way connected with the performance of the Contract, save that where any such Losses are caused or contributed to by the negligence, wilful default, act or omission of the Authority or the Crown or any employee, servant, agent or representative of the Authority or the Crown or the breach by the Authority or the Crown of their respective obligations under the Contract (if any) Legislation or common law, or where any such Losses arise from the Contractor acting in accordance with a request or instruction from the Authority or the Crown or their respective servants or agents or with regulations or procedures approved by the Authority or the Crown or with Legislation (including STC Rules) (other than such Legislation which on the Date of Contract is or ought reasonably to have been foreseen) or with any applicable judgement of a relevant Court of Law which changes the interpretation of Legislation or (subject to Clause 65 (Secretary of State Intervention)) where any such Losses arise from a Secretary of State Intervention, the Authority will fully and effectively indemnify the Contractor to the extent to which such Losses are caused or contributed to or arise as aforesaid, except to the extent that the Losses are covered by a policy of insurance which is maintained by the Contractor or which the Contractor is obliged to maintain pursuant to Clause 6 (Insurances) (but less any excess or deductible under such policy of insurance) or the Contractor is reasonably able to mitigate such Losses, and without prejudice to the limits and qualifications set out in Clause 5.2 and Clause 5.4. For the avoidance of doubt, the Contractor shall not be entitled to recover under this Clause 5.5 any reasonable and proper costs of the Authority (or the governor) that are set-off in accordance with Clause 65.2.

5.6 If the Authority fails to pay any Business Rates in respect of the Secure Training Centre or the Site (or any contributions made by or requested by the Crown in lieu thereof or any tax or charge imposed in substitution therefor) the Authority shall reimburse to the Contractor on its written demand any costs directly relating to that failure that are from time to time borne by the Contractor.

5.7 The Contractor agrees (and undertakes to procure that its Sub-contractors agree) that the Authority has the sole right to control the conduct of any proceedings in relation to any claim from third parties, including employees of the Parties, to which the Authority is a party, regardless of whether the Contractor (or any Sub-contractor) is also a party thereto. The Authority agrees that it shall not settle or compromise any claim giving rise to losses exceeding Indexed for Inflation in accordance with the provisions of Clause 1.2(c) for which the Contractor is liable to indemnify the Authority under Clause 5.1 above without prior consultation with the Contractor and, where the claim is insured, the relevant insurers. The Authority shall keep the Contractor reasonably informed as to the progress and status of any such claim until such claim is settled or withdrawn. If, in controlling and contesting any claim, the Authority takes or fails to take any action in relation to such claim which it might reasonably be expected to take or not take (as the case may be) which terminates or reduces any entitlement of the Contractor to recover any part of the claim from any insurer under any insurance policy maintained by the Contractor in accordance with the Contract, the liability of the Contractor to indemnify the Authority in respect of such claim shall be reduced by an amount equal to such part or as the case may be the amount of the reduction thereof (except where the Authority could not reasonably have been expected to have known that the Contractor's entitlement could be so terminated or reduced). The Contractor undertakes that: (i) it will notify the Authority of any claim against the Contractor if the claim relates to Services or to the Secure Training Centre (such notification will not be required in

respect of any claim of less than Indexed for Inflation in accordance with the provisions of Clause 1.2(c) in respect of (a) the theft or loss of or damage to either a Custody Officer's (or other employee of the Contractor or Operating Sub-contractor) and/or a Trainee's property, or (b) motor vehicles); (ii) it will not settle or compromise any claim notified or which ought to have been notified under (i) above (whether insured or uninsured) to which the Authority is, or is likely to become, a party as a defendant without the Authority's prior written consent (such decision as to whether or not to consent not to be unreasonably delayed by the Authority); (iii) where a claim is made against the Contractor and the Authority has confirmed to the Contractor in writing (such decision as to whether or not to give such confirmation not to be unreasonably delayed by the Authority) that it is not, and is not likely to become, a party to such claim as a defendant, the Contractor will not settle or compromise any claim exceeding Indexed for Inflation in accordance with the provisions of Clause 1.2(c) without the Authority's prior written consent (such decision as to whether or not to consent not to be unreasonably delayed by the Authority); (iv) without prejudice to (ii) or (iii) above, the Authority shall have the right on giving written notice to such effect to the Contractor at any time, to have sole conduct of any claim (in the name of the Contractor or otherwise) which is required to be notified to the Authority pursuant to this Clause 5, provided that if sole conduct of a claim referred to in (iii) above is so assumed by the Authority it shall hold the Contractor harmless against all or any Losses which the Contractor may incur by reason of any settlement of the relevant claim by the Authority if the settlement is made without the prior written approval of the Contractor and its relevant insurers (not to be unreasonably withheld or delayed); and (v) it will ensure that its Sub-contractors give undertakings identical to those given by the Contractor to the Authority under this Clause 5.7.

5.8 (a) The provisions of this Clause 5.8 shall apply to a claim made by the Authority under Clause 5.1(b).

(b) Losses shall not be recoverable under Clause 5.1(b) in respect of any period prior to the Full Operation Date.

(c) If the Authority accommodates Trainees outside the Secure Training Centre as a result of a failure by the Contractor to fulfil its obligations under the Contract to provide Available Trainee Places the Authority shall (having regard to the Authority's desire to provide for Trainees conditions including regime substantially similar to those required to be provided by the Contractor under the Contract and subject to the right of the Authority to determine in its sole opinion where geographically it is most appropriate for Trainees to be accommodated and the most appropriate means for their transportation, and having regard to the Authority's obligations in relation to the Trainees and otherwise):

(i) to the extent reasonably practicable endeavour to mitigate the relevant Losses, including taking reasonable steps to ensure that Trainees are housed in alternative accommodation that is not more costly than other accommodation suitable to the needs and circumstances of the Trainees and available to the Authority at the relevant time (having regard to the circumstances from time to time); and

(ii) to the extent reasonably practicable (having regard to the then existing circumstances) consult with the Contractor as to where the relevant Trainees should be accommodated.

(d) The amount of Losses recoverable under Clause 5.1(b) shall be calculated by deducting (to the extent not already taken into account) from the total of the relevant Losses the aggregate of the following:

(i) any damages for breach of contract received by the Authority in respect of the failure by the Contractor to provide such Available Trainee Places (whether pursuant to Clause 24 (Scheduled Opening Date), Clause 25 (Full Operation Date) or otherwise);

(ii) any insurance proceeds received by the Authority under the insurances maintained by the Contractor pursuant to Clause 6 (Insurance) in respect of the failure by the Contractor to provide such Available Trainee Places;

(iii) the amount of the Contract Price the Authority would have paid the Contractor if the Contractor had provided the required number of Available Trainee Places.

(e) Without prejudice to Clause 45.4, if the Authority recovers from the Contractor any amount pursuant to Clause 5.1(b) and subsequently receives amounts of the type described in sub-clause (d)(i), (ii) or (iii) above or Clause 27 (Liquidated Damages) in circumstances which amount to double recovery, the Authority shall (subject to any rights of set-off) to the extent of such double recovery reimburse the Contractor within 30 days of written demand for reimbursement such amount as will leave the Authority in no worse a position than it would have been in had it only recovered once in respect of such Losses.

(f) Where an amount is due under Clause 5.1(b) in respect of an Available Trainee Place, payment to the Authority by the Agent and/or the Banks in respect of the relevant place pursuant to Clause 8.2(a) of the Direct Agreement shall satisfy pro tanto the obligations of the Contractor under Clause 5.1(b).

6. INSURANCE

6.1 Subject to Clauses 6.11 and 6.12, but without prejudice to any of its obligations under the Contract, including, without limitation, Clauses 5 (Indemnity) and 7 (Liability for Loss and Damage), the Contractor shall effect and maintain or procure in full force and effect insurances as detailed in the Minimum Insurances Requirements specified in Schedule R.

6.2 Such insurances (except PI Insurance and Director's and Officers' Insurance,) shall include:

(a) a waiver of subrogation against the Crown and/or the Authority, its agents, servants, officers, employees and contractors and a waiver of subrogation against the Contractor, Construction Sub-contractor and the Operating Sub-contractor (as applicable), their agents, servants, officers, employees and contractors, save that there shall be no waiver of subrogation against any

party which has acted in a fraudulent or dishonest manner or which has vitiated its cover under the insurance in respect of which insurers have paid a claim;

(b) a provision whereby the insurance shall apply to each of the insured as if a separate policy had been issued to each of them other than in the event of exhaustion of the sum insured or limit of indemnity;

(c) a breach of condition or warranty/severability/non-vitiation provision reasonably acceptable to the Authority or if such provision is not generally available in equivalent policies written in the worldwide insurance market, each of the Contractor and the Sub-contractors shall covenant, for the duration of such non-availability, with the Authority in writing that it will not make any misrepresentation to, or breach any condition or warranty made to, the insurer or take or omit to take any action which would cause the relevant insurance policy to fail;

(d) a provision which requires the insurer to send copies of all notices of cancellation or any other notices given under or in relation to the policy to the Authority;

(e) a provision whereby the policy shall only be cancelled subject to 90 days' notice, or 30 days' notice in respect of non-payment of premium. However in respect of Construction All Risks, Advance Loss of Profits and Third Party Liability insurances during the construction period, there shall be no provision for cancellation except in respect of non-payment of premium;

(f) a provision that a notice of a claim given to the insurer by the Authority or the Contractor under the policy shall, in the absence of manifest error, be accepted by the insurer as valid notification of a claim in respect of the interests of all insured parties;

(g) a provision that such insurance shall be primary and no other policy shall be called into contribution;

(h) a loss payee provision in accordance with Clause 6.8; and

(i) a provision providing the Authority with the right to negotiate and settle any claims received from third parties (where the Authority is, or is likely to become, a party thereto), subject to prior consultation with the Contractor and insurers on any claim exceeding Indexed for Inflation in accordance with the provisions of Clause 1.2(c).

save that if, in relation to Comprehensive Crime Insurance, such requirements cannot be obtained at a reasonable commercial premium from reputable insurers of good standing in the UK insurance market, then the Authority waives these requirements until such time as they are so available and the Contractor shall not be in breach of its obligations under this Clause 6.2 for being unable to obtain Comprehensive Crime insurance on those terms.

6.3 Such insurances shall be placed and maintained through a broker and taken out with an insurer in each case approved by the Authority in writing (such approval shall not be unreasonably withheld or delayed).

6.4 The insurances to be effected under Part 1 (Insurance During Construction Phase) of Schedule R shall be effected from Date of Contract and continue in force in accordance with Schedule R.

6.5 The insurances to be effected under Part 1 (Insurance During Operational Phase) of Schedule R shall be effected from the Full Operation Date or the date when the insurances required by Part 1 (Insurance During Construction Phase) lapse, whichever is the earlier, and remain in force until the end of the Contract Term.

6.6 The Contractor shall within 30 days from the Date of Contract (or in respect of the insurances referred to in Clause 6.5, 30 days from the date such insurance is required to be taken out) and thereafter before any renewal or replacement of each insurance taken out pursuant to this Clause 6, and at any other time promptly on request by the Authority, provide evidence, including copies of all insurance policies, to satisfy the Authority that insurance has been taken out and is being maintained by the Contractor as required by this Clause 6.

6.7 The Contractor shall inform the Authority in writing as soon as reasonably practicable after it becomes aware of the occurrence of any event that may give rise to a claim in connection with the Project under a policy of insurance required by this Clause and will ensure that the Authority is kept fully informed of subsequent action and developments concerning the claim; such written information shall not be required in relation to any claim of less than Indexed for Inflation in accordance with the provisions of Clause 1.2(c) in respect of (a) the theft or loss of or damage to either a Custody Officer's (or other employee of the Contractor or Operating Sub-contractor) and/or of a Trainee's property, or (b) motor vehicles. The Contractor shall take such steps as are necessary or appropriate to ensure that each Sub-contractor, in respect of any event or claim of a like nature arising out of or relating to the operation or responsibility of the Sub-contractor, takes in relation to the Contractor like action to that which the Contractor is required to take under this Clause 6.7 in relation to the Authority, and shall inform the Authority promptly of information thus received from any Sub-contractor. Notwithstanding, and without prejudice to, any other provision hereof (but subject always to Clause 5.7 (Indemnity), the Contractor undertakes that it will not (and that each of the Sub-contractors will not) settle any insurance claim above Indexed for Inflation in accordance with the provisions of Clause 1.2(c) without the prior written agreement of the Authority (such agreement not to be unreasonably withheld or delayed).

6.8 (a) Unless otherwise agreed by the Authority, on each and every occasion when any part or the whole of the Secure Training Centre, the Site or the Assets is destroyed or damaged, where the amount of the Insurance Proceeds in respect of any one event is less than or equal to the Insurance Threshold Amount:

(i) the Contractor shall (and shall procure that the Construction Sub-contractor and the Operating Sub-contractor shall) pay all Insurance Proceeds into an account in the joint names of the Authority and the Contractor at a bank to be nominated by the Authority (and the Contractor shall advise the insurers accordingly), such Insurance Proceeds to be released to the Contractor against architect's certificates or other evidence satisfactory to the Authority as to expenditure incurred by the Contractor in making good any damage or loss so sustained or against application by or on behalf of the Contractor with such supporting information as the Authority may reasonably require; and

(ii) the Contractor shall certify to the Agent (as soon as reasonably practicable following the relevant damage or destruction and in any event not later than six months thereafter) that it wishes to reinstate or repair the asset which is the subject of the Insurance Claim and forthwith lay out all Insurance Proceeds and at its own expense (or at the expense of the Authority if the Authority is responsible for the relevant destruction or damage as set out in Clause 7 (Liability for Loss or Damage) all such other money as shall be necessary (including the fees of the Independent Engineer acting in connection with the claims and the reinstatement, replacement or rebuilding of the Secure Training Centre as the case may be) (x) fully to reinstate, rebuild and/or replace the Secure Training Centre in a workmanlike manner to the reasonable satisfaction of the Independent Engineer mutatis mutandis in accordance with Clause 28 (Independent Engineer's Declaration) and in accordance with all such consents and approvals as shall be necessary and (to the extent that the Authority and the Contractor agree that any reinstatement, rebuilding or replacement shall not be to a specification as set out in Schedule A) in accordance with drawings and specifications which shall first be submitted for approval in writing by the Authority (such approval not to be unreasonably withheld or delayed) or (y) to make good any loss sustained or settle any claim made having provided reasonably satisfactory evidence thereof to the Authority. The Independent Engineer will, in such case of reinstatement, rebuilding or replacement have the same rights and obligations as those contained in Clause 16 (The Independent Engineer);

(b) Where the amount of the Insurance Proceeds in respect of any one event received in respect of damage to the Secure Training Centre, the Site or the Assets exceeds the Insurance Threshold Amount, the Contractor shall, unless the Authority otherwise agrees, certify to the Agent that it wishes to reinstate or repair the asset which was the subject of the Insurance Claim and submit a report to the Agent in accordance with paragraph 2(a) of Schedule 1 to the Direct Agreement and shall, in the circumstances set out in paragraph 2(c) of Schedule 1 to the Direct Agreement, apply such proceeds as provided in Clause 6.8(a)(ii)(x) or (y).

(c) Any certification, submission or report required under (a) or (b) above to be provided to the Agent shall no longer be required once all sums due to the Banks under the Financing Agreements have been irrevocably paid in full and the Facility Agreement has been cancelled, in which case all Insurance Proceeds shall be applied as provided in Clause 6.8(a)(ii)(x) or (y) above.

(d) The Authority shall pay all Insurance Proceeds into the account referred to in Clause 6.8(a)(i), except to the extent such Insurance Proceeds are in respect of a liability of the Authority under a third party liability policy or a loss suffered by the Authority.

6.9 Without prejudice to the obligations of the Contractor under this Clause, the Contractor shall effect and maintain in full force those insurances which it is required to have by any applicable law.

6.10 The Contractor undertakes with the Authority in relation to the insurances referred to in this Clause (and undertakes to procure that the Construction Sub-contractor and the Operating Sub-contractor shall give the same undertakings to the Authority):

(a) to comply with all requirements and, to the extent reasonable or necessary to preserve the benefit of the relevant cover, recommendations of the insurers;

(b) not to do or omit to do anything which could cause any policy of insurance to become void or voidable wholly or in part;

(c) to comply with all requirements and recommendations of the fire authority as to fire precautions relating to the Secure Training Centre, the Site and the Assets; and

(d) to give notice to the Authority immediately upon the happening of any event which might adversely affect any policy of insurance effected in accordance with this Clause.

In the event that the Contractor considers that the requirements of Clauses 6.10(a), (b) or (c) may conflict with any other clause herein, the Contractor shall immediately notify the Authority in writing.

6.11 For the purposes of this Clause 6.11:

AIBC has the meaning ascribed to it in Clause 6.11.B.1;

Annual Actual Cost means, in respect of each Insurance Review Date, the aggregate of the per annum premiums to be paid by the Contractor for the Reviewed Insurances for the year ending on the next Insurance Review Date;

Reviewed Insurances means the insurances set out in the table below defined by reference to the premium for each insurance as quantified in the financial model and set against that insurance in column 2 of the table below;

Reviewed Insurance Price has the meaning ascribed to it in Clause 6.11A.1;

Insurance Base Cost means in respect of each Reviewed Insurance, the amount set against that insurance in column 2 of the table below indexed at RPI from December 2002 (in respect of the first Reviewing Date) and as adjusted pursuant to Clause 6.11A (in respect of the other Reviewing Dates);

Insurance Reviewing Date means the 5th, 10th, 15th and 20th anniversary of the Full Operation Date;

Insurance Reviewing Exercise means the process described in Clause 6.11A below pursuant to which the Insurance Base Cost for each Reviewed Insurance is benchmarked by reference to the Reviewed Insurance Price calculated for that Reviewed Insurance in accordance with Clause 6.11A.1;

Insurance Review Date means each anniversary of the Full Operation Date;

Net Insurance Cost means the difference between the Insurance Base Cost and the Annual Actual Cost.

Reviewed Insurance	**Insurance Base Cost (subject to adjustment pursuant to Clause 6.11A)**
Material Damage All Risks and Loss of Revenue (B.I) Third Party Liability (including Products Liability) Medical Malpractice Directors and Officers Liability Comprehensive Crime	+ IPT at % + IPT at % + IPT at % + IPT at % + IPT at %

6.11A **INSURANCE REVIEWING**

6.11A.1 The Contractor shall undertake an Insurance Reviewing Exercise in accordance with this Clause 6.11A and at the Contractor's own cost. The Insurance Reviewing Exercise will consist of the Contractor calculating the average of the premiums paid per annum by the Contractor for each of the Reviewing Insurances over the five years immediately prior to the relevant Reviewing Date (each, a "**Reviewed Insurance Price**"). The Reviewed Insurance Price for each Reviewed Insurance, together with evidence of such premiums and details of how the average was calculated, will be reported to the Authority no later than four weeks prior to each Insurance Reviewed Date.

6.11A.2 The Insurance Review Exercise must be transparent and verifiable and the Contractor shall make the results of and all data and calculations involved in each Insurance Review Exercise available to the Authority on an open book basis. Where either Party reasonably believes that the Review Insurance Exercise has not been transparent or verifiable or is otherwise flawed, the Reviewed Insurance Price shall be agreed or determined in accordance with Clause 82 (Dispute Resolution).

6.11A .3 If the Reviewed Insurance Price for any Reviewed Insurance exceeds or is less than the Insurance Base Cost for that Reviewed Insurance, the Insurance Base Cost shall be adjusted as follows:

(a) where the Reviewed Insurance Price exceeds the Insurance Base Cost for the relevant Reviewed Insurance, the Insurance Base Cost shall be adjusted upwards by the difference between the Insurance Base Cost and the Reviewed Insurance Price; or

(b) where the Reviewed Insurance Price is less than the Insurance Base Cost for the relevant Reviewed Insurance, the Insurance Base Cost shall be adjusted downwards by an amount equivalent to the difference between the Insurance Base Cost and the Reviewed Insurance Price,

and the Indexed Availability Fee shall be adjusted by the adjustments to the Insurance Base Costs of the Reviewed Insurances (calculated above) with effect from the relevant Insurance Reviewing Date (and if necessary, retrospectively from the

relevant Insurance Reviewing Date).

6.11B **INSURANCE COST SHARING**

6.11.B.1 Subject to Clause 6.11B.2, if on any Insurance Review Date, the Annual Actual Cost exceeds or is lower than the aggregate of the indexed Insurance Base Cost for Reviewed Insurances (the "AIBC") then the Parties shall bear the Net Insurance Cost as follows:

(a) where the Annual Actual Cost is not more than % over and not more than % below the AIBC then there shall be no adjustment to the Indexed Availability Fee pursuant to this Clause 6.12B;

(b) where the Annual Actual Cost is more than % over the AIBC (the **"First Threshold"**), but is less than or equal to % over the AIBC (the **"Second Threshold"**), then the Contractor shall bear that part of the Annual Actual Cost below the First Threshold and % of that part of the Annual Actual Cost between the First Threshold and Second Threshold, and the Authority will bear % of that part of the Annual Actual Cost between the First Threshold and Second Threshold. The Indexed Availability Fee shall be increased by an amount equal to the amount of the Authority's share of the Annual Actual Cost with effect from the Insurance Review Date until the next Insurance Review Date; and

(c) if the Annual Actual Cost is more than % over the AIBC, the Contractor may elect to fund the amount of the Annual Actual Cost that is more than % over the AIBC (and, if the Contractor so elects, the amount of Annual Actual Cost that is equal to % over the AIBC shall be shared between the Contractor and the Authority as set out in paragraph (b) above), but if the Contractor does not so elect, the Reviewed Insurances shall be deemed to be not available at a reasonable commercial premium pursuant to Clause 6.12.1(b) and the provisions of Clause 6.12 shall apply; and

(d) where the Annual Actual Cost is more than % below the AIBC, the Indexed Availability Fee shall be reduced by an amount equivalent to % of the difference between % of the AIBC and the Annual Actual Cost with effect from the Insurance Review Date until the next Insurance Review Date.

6.11B.2 Notwithstanding the foregoing, the Authority will in no circumstances be liable to pay any increase to the Annual Actual Cost to the extent (the "**Relevant Extent**") that such increase has been caused by the actions or omissions of the Contractor or any of the Contractor's agents, contractors or sub-contractors of any tier or the employees of any of them or of any subsidiary of the Operating Parent Company (a "**Securicor Group Company**") that has responsibility for managing custodial services at any custodial facility within the UK which are:

(a) not in accordance with good industry practice; or

(b) negligent; or

(c) in breach of any contract in connection with the Project (or in the case, of a Securicor Group Company, in connection with the relevant custodial facility),

and accordingly any increase in the Annual Actual Cost shall be ignored for the purposes of this Clause 6.11B to the extent of the Relevant Extent.

6.11B.3 The Contractor shall use its reasonable endeavours to minimise any increase and maximise any reduction to the premiums provided that nothing herein will require the Contractor to act in breach of this Contract and/or any Financing Agreement.

6.12 **UNINSURABLE RISKS**

6.12.1 In this Clause 6.12, "**Uninsurable**" means, in relation to a risk, that:

(a) the insurances set out in Schedule R (the "Insurances") or some part thereof are not available to the Contractor on the terms and for the amounts set out in Schedule R in respect of the Project in the European insurance markets with reputable insurers of good standing in respect of that risk; or

(b) the Insurances or some part thereof are not available to the Contractor at a reasonable commercial premium on the terms and for the amounts set out in Schedule R in respect of the Project in the European insurance markets with reputable insurers of good standing in respect of that risk. The Benchmarked Insurances shall only be Uninsurable under this clause 6.12.1(b) if the Annual Actual Cost of such Insurances is greater than % above the AIBC (and the Contractor has not elected to fund the amount of the Annual Actual Cost over % of the Insurance Base Cost in accordance with Clause 6.11B(c).

6.12.2 The Contractor shall promptly notify the Authority of any risk becoming Uninsurable and, in any event, shall consult with the Authority no less than 30 days before expiry of any existing insurance in respect of such risk (a "**Renewal Date**") as to the steps taken by the Contractor to renew the insurance in relation to such risk and shall, no less than 14 days before the Renewal Date, provide the Authority with written notification of such risk becoming Uninsurable. In such notification the Contractor shall give the Authority full written details to demonstrate that the risk is Uninsurable, including, without limitation, details of the following:

(a) the particular risk which the Contractor considers an uninsurable risk (the "Identified Risk") and the relevant Insurances (the "Relevant Insurances");

(b) the steps which the Contractor has taken and is taking to obtain the Relevant Insurances in respect of the Identified Risk, to include all materials and instructions provided by the Contractor to its brokers for the purpose of obtaining the Relevant Insurances for the Identified Risk;

(c) confirmation from the Contractor's brokers of the steps they have taken (and any steps they are taking) to obtain the Relevant Insurances, such information to include, without limitation, details of when and which insurers have been approached in the market and what insurance is available as a next best alternative to the Relevant Insurances;

(d) copies of all proposal forms and slips submitted to insurers for the purpose of obtaining the Relevant Insurances;

(e) the reasons (if any) given by insurers for the unavailability of the Relevant Insurances in respect of the Identified Risk;

(f) the length of time for which the Relevant Insurances have been and are reasonably expected to continue to be unavailable; and

(g) details of the terms on which the Relevant Insurances will, or is likely to, be available in the appropriate insurance market as at the Insurance Review Date.

6.12.2A (a) If the Contractor fails to notify the Authority no less than 14 days before the relevant Renewal Date that a risk has become Uninsurable then (provided that the risk has not become Uninsurable within the 14 day period prior to the Renewal Date) the Contractor shall pay all amounts and take all action necessary to obtain the relevant insurance on the Renewal Date.

(b) The Authority shall have the right to terminate the Contract if the Contractor fails to comply with paragraph (a) of this Clause 6.12.2A, in which case compensation will be payable to the Contractor in accordance with Clause 60.3 (Payment for Termination).

6.12.3 If the Contractor and the Authority agree, or it is determined pursuant to Clause 82 (Disputes Resolution), that the risk is Uninsurable and that the risk being Uninsurable is not caused by the actions or omissions of the Contractor or any of the Contractor's agents, contractors or sub-contractors of any tier or the employees of any of them or of any Securicor Group Company that has responsibility for managing custodial services at any custodial facility within the UK which are:

(a) not in accordance with good industry practice; or

(b) negligent; or

(c) in breach of any contract in connection with the Project (or in the case, of a Securicor Group Company, in connection with the relevant custodial facility),

then the parties shall meet to discuss the means by which the risk should be managed (including the issue of self-insurance by either Party or the Contractor taking out and maintaining whatever insurance is agreed to be available as a next best alternative to the Relevant Insurances).

6.12.4 If the requirements of Clauses 6.12.3 are satisfied, but the Parties cannot agree as to how to manage the risk, the Authority may elect to terminate the Contract and upon such election the Contract shall terminate (provided that if such notice is served prior to the Renewal Date, the Contract shall terminate no earlier than the Renewal Date) and the Authority shall pay to the Contractor an amount equal to the amount calculated in accordance with Clause 6.12.8. If the Authority elects not to terminate, then the Contract shall continue until the risk occurs. On occurrence of the risk, the Authority may elect:

(a) to pay to the Contractor a sum equal to the insurance proceeds which would have been payable had the risk been insured and the contract shall continue; or

(b) to terminate the Contract, in which event the Authority shall pay to the Contractor an amount equal to the amount calculated in accordance with Clause 6.12.8.

6.12.4A Where the risk which has become Uninsurable is third party liability, if on the occurrence of the risk the Authority elects to terminate under clause 6.12.4, the Authority shall pay to the Contractor an amount equal to the aggregate of the amount calculated in accordance with Clause 6.12.8 and the amount equal to the insurance proceeds that would have been payable had the risk been insured.

6.12.5 Nothing in this Contract shall oblige the Contractor to take out insurance in respect of a risk which is Uninsurable.

6.12.6 Where a risk is agreed or determined to be Uninsurable (and the Authority has not elected to terminate the Contract pursuant to Clause 6.12.4), the Contractor shall approach the insurance market on a regular basis and, in any event, at intervals of not less than six months to establish whether the risk remains Uninsurable and shall inform the Authority in writing at least every six months whether the risk remains Uninsurable.

6.12.7 Where a risk which was previously Uninsurable ceases to be so, and the Contractor has become aware that this is the case, the Contractor shall forthwith take out and maintain insurance in accordance with this clause 6 (Insurances) with respect to that risk.

6.12.8 If the Authority terminates the Contract pursuant to Clause 6.12.4, the Authority shall pay the Contractor:

(a) any amounts fallen due pursuant to Schedule G but that have not yet been paid;

(b) Lender Liabilities;

(c) an amount representing the amount payable pursuant to the Contract for the Services performed from the end of the previous month until the date of termination of the Contract pursuant to Clause 6.12.4 (assuming no Performance Points or Availability Deductions);

(d) any Demobilisation Costs up to a maximum of (Indexed for Inflation in accordance with the provisions of Clause 1.2(c)) provided that:

(i) in each case, the Contractor shall use all reasonable endeavours to minimise the amount in question and provide the Authority with reasonable evidence supporting each amount claimed;

(ii) without prejudice to the generality of (i) above the Contractor shall mitigate the cost related to employees by allowing any such employees to be redeployed on other facilities of the Authority to the extent reasonable and practicable;

(e) equity and subordinated debt subscribed and/or advanced by the Shareholders at par value.

6.12.9 In Clause 6.12.8, "**Demobilisation Costs**" means:

(a) the reasonable costs which are incurred directly as a result of the termination of the Contract and are payable by the Contractor and its Sub-contractors to third parties in respect of the termination of any agreements entered into with

third parties at arms' length for the sole purpose of the Project, provided that, in relation to such agreements, no account shall be taken of (i) any payment to compensate for any loss of future revenue or profits (or similar payment) or (ii) any action, award, benefit, claim, compensation, damage, demand, liability or payment of any kind whatsoever in respect of any person who is or was at any time employed under a contract of employment in connection with the Project (save to the extent included within sub-paragraphs (b) and (c) below); or (iii) any item other than costs incurred as a result of early termination;

(b) without prejudice to clause 6.12.9(a), the aggregate of all amounts properly payable by the Operating Sub-contractor to employees (who are exclusively employed in the Project) under their contracts of employment for the period (immediately prior to the date of termination of the Contract) from the date of termination of the Contract until the earlier of (i) the date that is 3 months after the date of termination of the Contract; and (ii) the date on which the employees have been redeployed to other activities (the Contractor having used, and undertaking to procure that the Operating Sub-contractor uses, all reasonable endeavours to so redeploy such employees); and

(c) the aggregate of all statutory redundancy payments properly payable by the Contractor to any employee.

6.13 Subject to Clauses 6.11 and 6.12, if the Contractor fails to produce such evidence when so required in accordance with Clause 6.6 or has failed to take out or procure insurances pursuant to its obligations under this Clause 6 (and the Authority shall be notified of such failure by the Contractor immediately and by the relevant insurance broker pursuant to the relevant broker's letter of undertaking in the form set out in Part 2 of Schedule R), the Authority may (but shall not be obliged to) take out and keep in force any such insurance (including, without limitation, in the name of the Contractor) and pay premiums as may be necessary for that purpose and the amount so paid, and any incidental costs incurred by the Authority, shall be a debt due from the Contractor to the Authority.

6.14 The Contractor shall procure (at or before the effective date of the relevant policy and the date of appointment of any replacement broker) the issue of a broker's letter of undertaking in the form of Part 2 of Schedule R in relation to each policy of insurance maintained in accordance with this Clause 6 except that in relation to PI Insurance only the letter of undertaking shall be in the form of Part 3 of Schedule R.

6.15 The provisions of Clauses 6.6, 6.7 and 6.8 shall not apply to the PI Insurance. The Contractor undertakes in respect of the PI Insurance, and to procure that the Construction Sub-contractor undertakes to the Authority, to:

(a) provide evidence satisfactory to the Authority (as and when reasonably required by the Authority) of the PI Insurance being in full force and effect (such evidence to include details of the cover (including confirmation of vicarious liability and retro cover as specified in Schedule R), territorial limits, indemnity limit, levels of excess, insurance and policy number);

(b) provide the Authority with copies of all notices under the PI Insurance relative to the Project;

(c) provide the Authority with notice of (i) any cancellation of the PI Insurance not less than 60 days prior to the relevant cancellation date, (ii) any material changes to or suspension of cover relevant to the Project not less than 60 days prior to such material change or suspension of cover taking effect, (iii) any event of which the Contractor becomes aware or could reasonably be expected to become aware which may vitiate the PI Insurance and (iv) any act, omission or event which may adversely affect the terms and scope of the PI Insurance relevant to the Project or invalidate or render it unenforceable;

(d) provide information to the Authority regarding any claim or circumstance notified under the PI Insurance in respect of the Project to the Authority as may be reasonably required and of any potential breach of the aggregate limit of the policy;

(e) disclose to the relevant insurers any matters which could reasonably be expected to be material in the context of the Project and any of the other insurances required to be maintained under this Clause 6;

(f) indemnify the Authority in respect of any subrogation claim by the insurers brought in connection with any claim made under the PI Insurance; and

(g) include the interests of the Authority in any claim or circumstances notified under the PI Insurance and provide a copy of such notification to the Authority.

7. LIABILITY FOR LOSS AND DAMAGE

7.1 The Contractor shall be liable for all loss or damage to the Secure Training Centre and the Site and any Assets occurring during the Contract Term, except to the extent that such loss or damage is caused or contributed to by any act or omission of, or directly as a result of an express written request or instruction of, the Authority or the Crown or their respective employees, servants, agents or representatives or the breach by the Authority or the Crown of any of their respective obligations under the Contract, Legislation or common law, provided that (without prejudice to Clause 5.5 (Indemnity)) the Contractor shall remain liable for any such loss or damage occurring by reason of a Secretary of State Intervention except to the extent such loss or damage is caused by the negligence or wilful default of the Authority or the Crown or their respective employees, servants or agents in exercising such powers.

7.2 The Contractor shall at its own cost re-instate, replace or make good to the reasonable satisfaction of the Authority, or if the Authority agrees compensate the Authority for, any loss or damage for which the Contractor is responsible by virtue of this Clause 7. Where loss or damage to the Secure Training Centre is caused or contributed to by any act or omission of, or directly as a result of an express written request or instruction of, the Authority or the Crown or their respective employees, servants, agents or representatives or the breach by the Authority or the Crown of any of their respective obligations under the Contract, Legislation or common law or by the negligence or wilful default of the Authority or the Crown or their respective employees, servants or agents in the exercise of powers under Section 10 of the 1994 Act (such loss or damage being referred to in this Clause 7 as the loss or damage for which the Authority is responsible) then the Authority may require that the Contractor reinstates or repairs such loss or damage (at the Authority's cost (save where the Authority has only contributed to the loss or damage in which case its liability for the cost shall be proportional to its contribution to the loss or damage)) to

the reasonable satisfaction of the Authority save that where the costs of reinstatement or repairs are or should have been payable under a policy of insurance which the Contractor is required to take out in accordance with Clause 6 (Insurance), the Authority shall only pay the amount of the excess or deductible under the insurance and the amount of any costs which exceed the limit of indemnity of the policy of insurance.

7.3 If the Contractor is required to re-instate, replace or otherwise make good any loss or damage pursuant to Clause 7.2, the Contractor shall, without prejudice to the Contractor's obligations under Clause 6.8, use all reasonable endeavours to re-instate, replace or make good any such loss or damage within 48 hours of the loss or damage occurring, unless the health, safety or security of a Trainee is at risk thereby necessitating immediate action, save that where reinstatement, replacement or making good is not reasonably practicable within the specified 48 hours, the reinstatement, replacement or making good shall be achieved as soon as reasonably practicable.

7.4 Without prejudice to Clause 7.3, in circumstances where any of:

(a) the Secure Training Centre;
(b) the Site; or
(c) the Assets;

is/are destroyed or damaged so that the Full Quota shall not or shall cease to be provided the Contractor shall, at its expense (if the Contractor is responsible under this Clause 7 for the loss or damage) or at the expense of the Authority (if the Authority is responsible under this Clause 7 for the loss or damage (save where the Authority has only contributed to the loss or damage in which case its liability for the expense shall be proportional to its contribution to the loss or damage) and within 14 days (or such other period as the Authority shall consider to be reasonable in all the circumstances) of the date of such event of loss or damage, provide the Authority with a report (which shall, unless the relevant loss or damage does not exceed , be from an independent expert) identifying:

(i) the work to be undertaken to re-instate, replace or make good (as appropriate) the relevant loss or damage;

(ii) the estimated cost of such work; and

(iii) the earliest date by which such work may reasonably practicably be completed (the "**Re-instatement Date**").

7.5 If the Authority does not agree with the report prepared pursuant to Clause 7.4 or any part thereof it shall as soon as reasonably practicable inform the Contractor in writing and the Parties shall agree changes thereto which are to their reasonable satisfaction. Failing agreement the matter shall be agreed or determined pursuant to the provisions of Clause 82 (Dispute Resolution).

7.6 The Contractor shall undertake the work required by the report referred to in Clause 7.4 and complete the same on or before the Re-instatement Date at its cost if it is responsible under this Clause 7 for the loss or damage or at the cost of the Authority if the Authority is responsible under the Clause 7 for the loss or damage (save where the Authority has only contributed to the loss or damage in which case its liability for the cost shall be proportional to its contribution to the loss or damage and further save that where the costs of re-instatement, repair, making good are or should have been

payable under a policy of insurance which the Contractor is required to take out in accordance with Clause 6 (Insurance), the Authority shall, where the Contractor is responsible for the loss of damage under Clause 7, only pay the amount of the excess or deductible under the insurance and the amount of any costs which exceed the limit of indemnity of the policy of insurance).

7.7 The provisions of Clauses 7.3 to 7.6 (inclusive) shall only apply in respect of the Full Operation Period.

7.8 If the Authority is responsible under this Clause 7 for loss or damage, the Contractor (for the period from the date the occurrence of the loss or damage prevents compliance with the Contract to the completion of any relevant reinstatement) shall be excused from, and shall not be liable for failure in the performance of, the relevant obligations under the Contract that it is not able to perform by reason of the loss or damage (and shall not accrue Performance Points or Availability Deductions with respect to such relevant obligations) and the Authority shall not be entitled to exercise its right to terminate the Contract under Clause 52 (Default by the Contractor).

7.9 For the avoidance of doubt, the provisions of this Clause 7 are without prejudice to the Authority's obligation to indemnify the Contractor for Losses pursuant to Clause 5.5 (Indemnity).

8. SUB-CONTRACTING

8.1 The Contractor shall not at any time enter into any agreement permitting any of its obligations under the Contract to be performed or undertaken by any Sub-contractor without the prior written consent including, without limitation, consent as to the terms of the relevant contract with such Sub-contractor and the identity of such Sub-contractor, of the Authority (such consent not to be unreasonably withheld or delayed). The Authority hereby consents to the Sub-contractors listed in Schedule S performing the services described in the Sub-contracts listed in Schedule S. The Contractor agrees not to make any amendment to, nor grant or (to the extent within the control of the Contractor) permit to arise (whether pursuant to statute or otherwise howsoever) any extension of time, nor waive any right to liquidated damages under, any Sub-contract without the prior written consent of the Authority unless the Authority has agreed to a like amendment, extension or waiver under the Contract. The Authority shall be deemed to have approved any amendment to any Sub-contract which is required as a result of any change being made to the Contract (provided that any changes made correspond exactly in each of the Sub-contract and the Contract). If the Contractor wishes to replace any Sub-contractor, the Contractor shall provide the Authority with the information referred to in Clause 10.5 of the Direct Agreement in relation to any replacement Sub-contractor together with any other information which the Authority reasonably requests for the purpose of deciding whether or not it should consent to any Sub-contractor or Sub-contract. For the avoidance of doubt, neither the giving of consent by the Authority to the identity of any Sub-contractor nor the knowledge, review or approval of the terms of any Sub-contract shall relieve the Contractor of any of its obligations under the Contract nor render the Authority in any way liable to any Sub-contractor or in any way bound by the terms of any Sub-contract.

8.2 In the event that the Authority does consent to the sub-contracting of any obligation of the Contract, as described at Clause 8.1, the Contractor shall ensure that such Sub-contractor and its employees assume obligations direct to the Authority corresponding to those imposed in Clause 36.5 and 36.6 (Staff) to the extent that the same apply to

the Staff employed or engaged from time to time by the Sub-contractor, Clause 67 (Public Relations and Publicity) and Clause 68 (Confidential Information and Use of Documents), and shall procure that the Construction Sub-contractor and the Operating Sub-contractor each provide collateral warranties (the rights created by such collateral warranties being subject to the rights of the Banks pursuant to the Financing Agreements and the Direct Agreement) to the Authority in respect of the amounts payable under Clause 27 (Liquidated Damages) (for the Construction Sub-contractor only) and otherwise in a form reasonably acceptable to the Authority, and that any limitation of the liability of any such Sub-contractor does not exceed a level agreed to in writing by the Authority. The Contractor shall take all reasonable steps to secure the due observance by a Sub-contractor of all such obligations and of all obligations under the relevant Sub-contract and, at the Authority's request, will (subject to the rights of the Banks pursuant to the Financing Agreements and the Direct Agreement) provide any assistance required by the Authority in its pursuit of any claim against a Sub-contractor pursuant to any such obligation, including without limitation giving evidence before a court, expert or arbitrator and providing the Authority with all information concerning the cause of, and responsibility for, any delay in achieving the Scheduled Opening Date.

8.3 The Contractor shall be directly responsible for the management and supervision of Sub-contractors unless otherwise requested by the Authority.

8.4 Where the Contractor enters into an approved Sub-contract with a Person for the purpose of performing any of the obligations of the Contract, it shall cause a term to be included in such Sub-contract which requires payment by the Contractor to the Sub-contractor within a specified period not exceeding 45 days from receipt of a valid invoice as required pursuant to the terms of such Sub-contract.

9. ASSIGNMENT

9.1 Subject to Clause 8 (Sub-contracting) and any security or assignment by way of security or other encumbrance in favour of the Banks pursuant to the Financing Agreements, the Contractor shall not give, bargain, sell, assign, sub-let or otherwise dispose of the Contract or any part thereof or the benefit or advantage of the Contract or any part thereof.

9.2 Nothing in the Contract shall prevent the assignment and/or transfer of the Contract (with the consent where required of the Authority) in accordance with the provisions of the Direct Agreement. If the Direct Agreement shall for whatever reason cease to be in effect, this Clause 9.2 shall take effect for the sole benefit of the Authority as if Clause 23.3 of the Direct Agreement were incorporated herein mutatis mutandis with the substitution for references to the Agent and the Banks of references to the Contractor.

10. PROVISION AND INTERPRETATION OF INFORMATION

10.1 The Contractor is responsible for obtaining all surveys and information necessary for carrying out its obligations under the Contract. The Contractor shall not rely and shall be deemed not to have relied on any information provided by the Authority on these matters and the Authority shall not be liable to the Contractor (whether in contract, tort, under statute or otherwise howsoever and whether or not arising out of any negligence on the part of the Authority or any agent or servant thereof) in respect of any inaccuracy, error, omission, unfitness for purpose, defect or inadequacy of any kind whatsoever in such information provided by the Authority.

10.2 Without prejudice to the generality of Clause 10.1, the Contractor shall be deemed to have inspected the Site and its access and to be in possession of information connected therewith, and subject to Clause 7.1 and Clause 10.4, to accept responsibility for and have fully satisfied itself before signing the Contract as to all matters relating to the Site, including without limitation:

(i) the form, nature and condition of the Site, including the ground and sub-soil (including the incidence of any contaminated land or toxic or hazardous waste existing on the Site at the Date of Contract);

(ii) the physical dimensions of the Site, including the lay-out and physical dimensions of all buildings requiring refurbishment (if any) upon the Site;

(iii) the existence, location and capacity of services and utilities on the Site and adjoining the Site;

(iv) the means of communication with and access to the Site;

(v) the extent of the work and materials necessary for constructing, completing and maintaining the Works; and

(vi) the provisions and location of utilities.

save for any liabilities relating to the Site insofar as they exist at the Date of Contract other than those liabilities expressly assumed by the Contractor pursuant to the Lease.

10.3 The Authority shall not be liable for any costs arising from the Contractor's failure to perform its obligations under this Clause 10 or from any lack of knowledge which the Contractor is deemed to have under the foregoing provisions of this Clause 10.

10.4 Except in respect of any Contractor Environmental Liability, the Contractor shall not in any way be liable under this Contract to the Authority or the Crown or any of their respective servants, agents or representatives or any third party for any Environmental Liability.

10.5 The Authority shall fully and effectively indemnify the Contractor and any servant, agent or representative of the Contractor in respect of all Losses suffered or incurred by or which may be made against the Contractor or any of its servants, agents or representative which arise as a result of or in connection with an Authority Environmental Liability.

10.6 The Contractor undertakes to notify the Authority as soon as reasonably practicable upon becoming aware of any Authority Environmental Liability and shall, subject to

the Authority indemnifying the Contractor against all Losses which may be incurred in the taking of relevant action in relation to any Authority Environmental Liability and provided that the taking of such action shall not have a serious risk to the health or safety of persons or property or to the environment, take such action as the Authority may reasonably require to mitigate such Authority Environmental Liability.

10.7 Without prejudice to the provisions of clause 10.5, if the Contractor reasonably believes that it needs or is required to take action in connection with any Authority Environmental Liability because:

(a) a serious risk exists to the health or safety of persons or property or to the environment; and/or

(b) to discharge a statutory duty,

then the Contractor shall be entitled to take such action as is reasonably required to mitigate any Authority Environmental Liability whether or not the Authority has authorised the taking of such action and the Authority shall indemnify the Contractor against any Losses incurred in the taking of such action.

11. CHANGES TO THE WORKS AND/OR SERVICES REQUIRED

11.1 Subject to Clause 11.2 and Clause 11.10,

(a) The Authority may delete, amend, or alter the extent of any obligation to be met by the Contractor under the Contract, or add to the obligations of the Contractor under the Contract, by giving written notice (the **"Notice of Change"**) to the Contractor of the required change.

(aa) The Notice of Change shall set out the proposed change required in sufficient detail to enable the Contractor to calculate and provide an estimate in accordance with Clause 11.1(c).

(b) In the case of emergency, the requirements set out in the Notice of Change shall come into immediate effect, and the Contract Price shall be varied as set out below.

(c) Otherwise than in the case of emergency, following service of any Notice of Change, the Authority will consult with the Contractor with respect to the deletion, alteration, extension of or addition to the obligations hereunder, and the Contractor shall provide the Authority on or before the date falling 10 Business Days (or such other period as may be reasonably agreed by the Parties) after the date of the Notice of Change with an estimate, which shall include:

(i) a reasonable estimate of the increase or reduction in the Contract Price (if any) such estimate to be accompanied by a reasonably detailed breakdown of the manner in which such estimate is calculated and to include as a separate item and not as part of the estimated Contract Price details of any redundancy costs which are reasonably expected to be incurred by reason of the proposed change;

(ii) a proposal of other changes to the terms of the Contract (including any extension of time for the Scheduled Opening Date) and/or of any other agreements entered into in relation to the Contract, which it believes should occur as a result of the change set out in the Notice of Change;

(iii) whether relief from compliance with obligations under the Contract, including without limitation the obligations of the Contractor to provide the Full Quota during the implementation of the change set out in the Notice of Change, is required;

(iv) any impact on the Works or the provision of Services; and

(v) any regulatory approvals which are required.

The Authority may accept or reject such estimate.

(d) In the event that the Authority accepts such estimate or the contents of the estimate are otherwise agreed or determined pursuant to Clause 82 (Dispute Resolution) following the Authority's election pursuant to Clause 11(e)(ii):

(i) the changes referred to in the Notice of Change shall come into immediate effect (except when the changes referred to in the Notice of Change require the Contractor to procure building works upon the Site or the changes cannot be reasonably effected immediately, in which case the Authority shall allow the Contractor such further period to effect such changes as is reasonably necessary);

(ii) the Contract Price shall change as set out in the Contractor's estimate or as otherwise determined pursuant to Clause 82 (Dispute Resolution); and

(iii) the other terms of the Contract and/or of any other agreement entered into in relation to this Contract shall be deemed changed as set out in the estimate or as otherwise determined pursuant to Clause 82 (Dispute Resolution).

(e) If the Authority rejects such estimate, it may either:

i) elect to allow the Notice of Change to lapse;

(ii) elect that the changes referred to in the Notice of Change shall come into immediate effect (in the same manner and subject to the same conditions as to time allowed to the Contractor as referred to in Clause 11.1(d) (i)) but that any element of the estimate that the Authority rejects shall be varied (or not varied) as agreed or determined in accordance with Clause 82 (Dispute Resolution).

(f) In the case of an emergency, or when the Authority elects as referred to in paragraph (e)(ii) above, the Authority shall set such provisional change to the Contract Price and extension of time as it considers fair which will be effective until such time as the Contract Price is varied (or not varied) and/or a time extension granted as agreed by the Authority and the Contractor or determined in accordance with Clause 82 (Dispute Resolution), and the Contract Price shall be deemed to be so changed on a provisional basis.

(g) In the event that the provisional Contract Price set by the Authority is less than the Contract Price as so agreed or determined pursuant to Clause 82 (Dispute Resolution), an adjusting payment shall be made by the Authority to the Contractor on or before the date falling 30 days after the date of such agreement or determination in the amount of such difference together with interest calculated in accordance with

Clause 49.4 (Payment) over the period from the date the changes referred to in the Notice of Change became effective (or, if later, the Full Operation Date) until the date upon which the Contract Price was so agreed or determined pursuant to Clause 82 (Dispute Resolution) and vice versa by the Contractor to the Authority if the provisional Contract Price set by the Authority is more than the Contract Price as so agreed or determined pursuant to Clause 82 (Dispute Resolution).

11.2 (a) In the event that the Notice of Change would result in an obligation on the Contractor to incur any Capital Expenditure following the Date of Contract, the Contractor shall use all reasonable endeavours to obtain finance on reasonable terms from the Banks or other commercial sources for such Capital Expenditure.

(b) If the Contractor does obtain an offer of such reasonable finance within two weeks (or, in respect of any Notice of Change served after the date of the Independent Engineer's Declaration, within four weeks) of the date of the Notice of Change, the Contractor shall (within 14 days of receiving such offer of funding) provide two estimates of the increase or decrease in the Contract Price which it believes should occur as a result of the changes set out in the Notice of Change. The first estimate shall include the cost of such reasonable finance and the second estimate shall exclude the cost of such reasonable finance but shall include an estimate of the amount of the relevant Capital Expenditure which the Contractor believes is required to comply with the Notice of Change, in each case together with such other information as is required under Clause 11.1(c).

(c) If despite the use of the Contractor's reasonable endeavours the Contractor fails to obtain finance on reasonable terms for such Capital Expenditure, the Contractor shall within two weeks (or in respect of any Notice of Change served after the date of the Independent Engineer's Declaration, within four weeks) of the date of the Notice of Change provide the Authority with a written estimate of the amount of such Capital Expenditure including an estimate of any increase or decrease in the Contract Price which it believes should occur as a result of the changes set out in the Notice of Change, together with such other information as is required under Clause 11.1(c).

(d) Any such estimate or estimates referred to in Clause 11.2(b) and 11.2(c) shall be accompanied by a reasonably detailed breakdown of the manner in which that estimate is calculated. The Authority may accept such estimate or estimates (in which case Clause 11.2(e) shall apply) or request that it or they be changed, and following such request the Contractor may submit a different estimate or estimates.

(e) Following the submission by the Contractor of the estimates pursuant to Clauses 11.2(b) and 11.2(c):

(i) if the Authority accepts the Contractor's estimate (which includes the cost of financing the relevant Capital Expenditure on reasonable terms) then :

(A) the changes referred to in the Notice of Change shall come into effect in the same manner and subject to the same conditions as those referred in Clause 11.1 (d)(i); and

(B) the Contract Price shall be varied and the terms of the Contract and/or of any other agreements entered into in relation to the Contract shall be deemed to be changed as set out in the Contractor's estimate;

(iii) if the Authority rejects the Contractor's estimate which includes the cost of financing the relevant Capital Expenditure, or the Contractor fails to provide such an estimate, but accepts the Contractor's estimate of the amount of the relevant Capital Expenditure, then:

(A) the Authority shall pay to the Contractor the amount of such Capital Expenditure as is set out in such estimate in such manner as set out in Clause 11.3A;

(B) the changes referred to in the Notice of Change shall come into effect in the same manner and subject to the same conditions as those referred to in Clause 11.1(d)(i); and

(C) the Contract Price shall be varied and the terms of the Contract and/or of any other agreements entered into in relation to the Contract shall be deemed to be changed as set out in the Contractor's estimate;

(iv) if the Authority rejects the Contractor's single estimate or both its estimates (as appropriate), then the Authority may elect either to allow the Notice of Change to lapse, or that the amount of the Capital Expenditure and any change to the Contract Price and the terms of the Contract and/or of any other agreements entered into in relation to the Contract be agreed or determined in accordance with Clause 11.3.

11.3 (a) Where either (i) the Contractor fails to obtain finance on reasonable terms for the relevant Capital Expenditure from the Banks or other commercial sources and the Authority rejects the Contractor's estimate of the amount of the relevant Capital Expenditure, or (ii) the Authority rejects the Contractor's estimate which includes the cost of such financing and rejects the Contractor's estimate of the amount of the relevant Capital Expenditure:

(A) the Authority may in respect of a Notice of Change served after the Full Operation Date, require the Contractor to seek and evaluate competitive tenders for the relevant capital works, subject to the Authority having the right to approve (such approval not to be unreasonably withheld or delayed) the list of prospective tenderers, such list to contain at least three tenderers (or such lower number of tenderers as are available in the market);

(B) with respect to a Notice of Change served prior to the Full Operation Date, the amount of the Capital Expenditure shall be determined in accordance with Clause 82 (Dispute Resolution). In agreeing or determining the amount of Capital Expenditure, the Parties shall and shall instruct any arbitrator and/or adjudicator appointed pursuant to Clause 82 (Dispute Resolution) to ensure that the amount of such Capital Expenditure is agreed or determined at such a level so as to allow the Person providing the works a reasonable return, which for the Construction Sub-Contractor shall be %.

(b) If the Authority requires the Contractor to seek and evaluate competitive tenders under Clause 11.3(a) the Parties shall attempt to agree the selection of the tenderer to carry out the relevant capital works on the basis that all compliant tenders shall be made on a fully competitive arms length basis and required to represent good industry practice and the tenderer offering the best value for money shall be selected, but if no

agreement is reached on the selection of the tenderer within 7 days the tenderer shall be selected in accordance with Clause 82 (Dispute Resolution).

(c) Once the tenderer for the relevant capital works has been selected in accordance with Clause 11.3 (b) (or if 11.3(a)(B) applies, once the amount of Capital Expenditure is agreed or determined)then (unless the Authority notifies the Contractor within 7 days of the date of the selection of the proposed tenderer (or if 11.3(a)(B) applies, of the date the amount of Capital Expenditure is agreed or determined) that the Notice of Change should lapse):

(A) the Authority shall pay to the Contractor the amount of Capital Expenditure bid by the tenderer selected in accordance with Clause 11.3(b) (or if 11.3(a)(B) applies, the amount of Capital Expenditure agreed or determined in accordance with Clause 82 (Dispute Resolution)),in such manner as set out in Clause 11.3A;

(B) the changes referred to in the Notice of Change shall come into effect in the same manner and subject to the same conditions as those referred to in Clause 11.1(d)(i); and

(C) the Contract Price shall be varied and the terms of the Contract and/or of any other agreements entered into in relation to the Contract shall be deemed to be changed as set out in the Contractor's estimate;

11.3A If Clause 11.2(e)(iii) or Clause 11.3(c) applies, during execution by the Contractor of all necessary works to comply with the Notice of Change, the Authority shall pay to the Contractor the amount of all capital expenditure against invoices in respect of those parts of such works which have been completed, subject to an aggregate maximum payment of the agreed estimate or, as the case may be, the amount determined in accordance with Clause 11.3(b), in either case within 30 days of presentation of the relevant invoices by the Contractor.

11.4 (a) At the same time that the Contractor provides any estimate or estimates to the Authority under either Clause 11.1 or 11.2, it shall also provide the Authority with a proposal as to whether the Finance Plan should change, and if so, in what manner. Subject to the proviso below, once the contents of the Notice of Change have come into effect following agreement or determination (as the case may be), the Authority must accept such proposal to change the Finance Plan or reject it within 7 days. If the Authority accepts the proposal, the Finance Plan will automatically be deemed changed as proposed; if the Authority rejects the proposal, the Parties shall attempt to agree the manner in which the Finance Plan should be changed but if no agreement is reached within 7 days of the Authority's rejection, the matter shall be decided in accordance with Clause 82 (Dispute Resolution).

(b) Notwithstanding the above if any matter referred to in Clause 11.1, 11.2 or 11.3 is required to be determined pursuant to Clause 82 (Dispute Resolution) the dispute shall be determined in such a manner so as to reasonably reflect any change in the Contractor's risk profile or the Finance Plan that would result from the implementation of the Notice of Change, and the manner in which the Finance Plan is to be changed shall be determined at the same time and in the same way.

11.5 (a) The Contractor may propose changes to the Services or the Works pursuant to this Clause 11.5. Such proposals shall be made in writing to the Authority. No change to the Services or the Works shall be implemented by the Contractor unless and until the

Authority has given its written consent. The Authority shall be free to accept or reject any proposed change as it thinks fit and may require in accordance with Clause 11.5(c) that there be a reduction in the Contract Price if such change results in lower costs for the Contractor in performing its obligations hereunder or a Sub-contractor performing such obligations so as to reflect the amount of any reduction in costs. Where any change to the Services envisaged by this Clause takes place and such change requires alternative Trainee Places to be found for all or some of the Trainees for the time being at the Secure Training Centre, the Contractor shall bear the costs of providing any such alternative accommodation. If any change proposed by the Contractor arises from a Security Technology Change, the provisions of Clause 47.2 (Variation of Price) shall take precedence over this Clause 11.5.

(b) In the event of any increase in the costs of the Contractor (or the Operating Sub-contractor or the Construction Sub-contractor) resulting from any changes to the Services or the Works or to their design requested by the Contractor pursuant to this Clause 11.5, there shall be no variation in the Contract Price unless such changes in cost arise from STC Legislation and/or Discriminatory Legislation, in which case Clause 11.7 shall apply or from a Security Technology Change in which case Clause 47.2 (Variation of Price) shall apply, unless the Authority otherwise agrees.

(c) If at any time the costs incurred by the Contractor (or the Construction Sub-contractor or the Operating Sub-contractor) have decreased as a result of any changes to the Services, or the Works or any change to their design proposed, in each case, by the Contractor pursuant to Clause 11.5 (but not as a result of any Design Development as defined in Schedule T, or any Security Technology Changes in which case Clause 47.2 (Variation of Price) shall apply) then the Authority may request a variation in the Contract Price pursuant to this Clause 11. Such variation shall take into account such cost savings to the Contractor (or the Construction Sub-contractor and/or the Operating Sub-contractor) to reduce the amount of the Contact Price as through the request of the Authority under this Clause 11.5 were a Notice of Change.

(d) Notwithstanding the other provisions of this Clause 11.5, changes to Schedule A proposed by the Contractor shall be governed by Parts 2, 3 and 4 of Schedule T.

11.6 If a Notice of Change served by the Authority under Clause 11.1 is implemented in accordance with this Clause 11, then the Authority shall reimburse to the Contractor, when incurred, any redundancy costs reasonably and properly suffered by the Contractor and/or the Operating Sub-contractor as a result of the implementation of the Notice of Change (to the extent that:

(a) the amount of such redundancy costs are reasonable taking into account the likely amount of redundancy costs that would be incurred by private sector operators of custodial facilities generally in respect of employees of similar length of service and seniority; and
(b) the Contractor or any Sub-contractor is not reasonably able to mitigate them).

11.7 If any STC Legislation and/or any Discriminatory Legislation alters the costs (including for the avoidance of doubt the Capital Expenditure) incurred or to be incurred by the Contractor in fulfilling its obligations under the Contract or otherwise requires any deletion, amendment, or alteration of the extent of any obligation to be met by the Contractor under the Contract, or an addition to the obligations of the Contractor under the Contract**,** the Contractor may notify the Authority of such fact and Clauses 11.1 and 11.2 shall apply mutatis mutandis.

11.8 Any change to the Contract Price which is agreed or determined under this Clause 11 shall be determined in accordance with the principles set out in Clause 47.3 and shall include any expenses falling to be reimbursed to the Contractor under Clause 26.4 (Extension of Time) to the extent not so reimbursed. The Contractor shall and shall procure that the Sub-contractors shall, so far as they are reasonably able, mitigate any costs arising as a result of the implementation of a Notice of Change.

11.9 For the avoidance of doubt, it shall not be deemed a change to any obligation hereunder and there shall not be any variation of the Contract Price pursuant to any provision of the Contract if:

(a) the operation of the Secure Training Centre changes in any way within the parameters set out in Part 1 of Schedule D; or

(b) the Authority requires any amendments to be made pursuant to Clause 23.1 (Preparation for Operation of the Secure Training Centre); or

(c) the Authority requires any amendments to be made pursuant to Clause 42.3 (Monitoring, Inspection and Access) which pursuant to Clause 42.3 do not give rise to a variation of the Contract Price under Clause 47 (Variation of Price).

11.10 The Authority shall not be entitled to issue a Notice of Change without the consent of the Banks and the Contractor which alters the use of the Secure Training Centre to any of the following:

(a) an asylum or immigration detention centre; or

(b) a mental health detention centre

11.11 The Authority shall not be entitled to require the Contractor to accept any female Trainee to occupy a Trainee Place if such female Trainee increases the total number of female Trainees admitted to the Secure Training Centre at any one time to any number over 70% of the Full Quota (as amended from time to time) without issuing a Notice of Change pursuant to Clause 11.1.

11.12 Prior to the fifth anniversary of the Full Operation Date the Authority shall not be entitled to issue a Notice of Change which would cause the number of Available Trainee Places to be less than 60.

PART II - PROVISION

12. PROVISION OF THE SECURE TRAINING CENTRE

12.1 The Contractor shall upon and subject to the terms and conditions of the Contract, provide the Authority with the Secure Training Centre, such provision to include the design, construction and equipment of the Secure Training Centre and all related works in accordance with and as specified in Schedules A and B and the drawings annexed thereto, and in compliance therewith.

12A CDM REGULATIONS

12A.1 The Authority hereby appoints the Contractor as the only client for the purposes of the Construction (Design and Management) Regulations 1994 (S.I. No 3140) (the "**Regulations**") and for the design and construction of the Secure Training Centre (including any changes and/or additions to such design and construction). The Contractor agrees to accept this appointment and undertakes to deliver a duly completed declaration in the form contained in Schedule N to the Health and Safety Executive within 7 working days from the Date of Contract. Failure by the Contractor to deliver such a declaration to The Health and Safety Executive shall constitute a material failure within sub-paragraph (i) of Clause 52.1.5.

12A.2 The Authority shall appoint the Contractor as the only client for the purposes of the Regulations and the carrying out under Schedule C of any maintenance to which the Regulations apply. The Contractor hereby accepts any such appointments and undertakes that it will in respect of each appointment deliver as soon as reasonably possible during the course of the project concerned a duly completed declaration in accordance with clause 4 of the Regulations to The Health and Safety Executive. Failure by the Contractor to deliver such declaration to The Health and Safety Executive shall constitute a material failure within sub-paragraph (i) of Clause 52.1.5.

12A.3 The Contractor warrants to the Authority that it and the Construction Sub-contractor is competent to perform each and every duty imposed by the Regulations on the client (as such term is defined in the Regulations).

12A.4 The Contractor shall procure that the Health and Safety File (as defined in the Regulations) is prepared, maintained and updated in accordance with the Regulations and (subject always to applicable Legislation (including without limitation the Data Protection Act)) is handed over to the Authority on termination of the Contract.

13. LAND

13.1 The land upon which the Contractor shall provide a Secure Training Centre shall be the land edged in red upon the plan attached hereto at Schedule L/1.

13.2 Annexed hereto at Schedule L/2 is a copy of an unexecuted Lease of the Land to be granted to the Contractor and the Operating Sub-contractor for a period of 30 years. On the Date of Contract the Authority shall grant and the Contractor and the Operating Sub-contractor shall take the Lease. The Contractor's and the Operating Sub-contractor’s sole interest in and right to occupy the Land shall be by virtue of the Lease.

13.3 It is hereby acknowledged that in accordance with the terms of the Lease any and all interests in the Land and the Secure Training Centre shall vest in the Landlord thereunder upon termination of the leasehold interest of the Contractor and the Operating Sub-contractor whether through forfeiture, surrender, effluxion of time, or some other cause and the Contractor agrees that it will comply with all the provisions of the Lease.

13.4 The Land shall not be used for any purpose other than the purposes of the Contract, unless with the prior written approval of the Authority.

13.5 The Contractor shall not, without prior written approval from the Authority (such approval (except in the case of sub-paragraph (iii) below) not to be unreasonably withheld or delayed):

(i) except in the performance of the obligations of the Contract execute any structural or other material alterations to the Secure Training Centre;

(ii) carry out any business or trading activity within the confines of the Secure Training Centre except activities in the ordinary course of running a secure training centre which are permitted by law, nor display any advertisement, sign or notice of any description, unless such sign or notice is required to be displayed by Legislation;

(iii) permit the Secure Training Centre to be used for any purpose other than for the performance of the Contract.

13.6 Not used.

13.7 Not used.

13.8 It will be the responsibility of the Contractor at its own expense to obtain all easements, rights, licences and privileges that the Contractor and any Sub-contractor require to enable them to carry out their obligations under the Contract where such easements, rights, licences and privileges are not specified or referred to in the Lease and are under, over and upon the property and land that does not form part of the Land. The Contractor shall inform the Authority in writing of any such easements, rights, licences and privileges which have been obtained or are being sought by the Contractor and/or any Sub-contractor and where requested in writing by the Authority the Contractor shall (and shall procure that such Sub-contractor shall) at its (or their) own expense take all appropriate and necessary steps to ensure that the freehold owner of the property and land over, under and upon which easements, rights, licences and privileges have been or are to be granted also grants such easements, rights, licences and privileges to the Authority in fee simple (where appropriate) as owner of the freehold interest in the Land for the benefit of the Land and each and every part thereof and the Contractor will (and will procure that such Sub-contractor will) indemnify the Authority against all liabilities and obligations that the Authority enters into with such freehold owner in respect of the easements, rights, licences and privileges that are granted to the Authority pursuant to this Clause 13 for so long as the Lease subsists. The maximum amount payable under this indemnity shall be subject to the limits set out in Clause 5.4 (Indemnity).

13.9 The Contractor shall:

(a) have the benefit of the licence contained in clause 2 of the Authority Development Agreement;

(b) save to the extent (if at all) that the same are assumed by the Authority pursuant to the provisions of the Contract and (without prejudice to the generality of the foregoing) subject to Clauses 10.4 and 10.5, will comply with the obligations on the part of the Developer (as therein defined) contained in Part II (but excluding Clause 4.4) and Part IV of the Authority Development Agreement; and

(c) shall indemnify the Authority in respect of any expense liability or Losses suffered or incurred by the Authority in respect of any failure by the Contractor to discharge its obligations under this Clause 13.9. The maximum amount payable under this indemnity shall be subject to the limits set out in Clause 5.4.

14. PLANNING APPROVAL

14.1 The Contractor will note:

(a) the decision of Milton Keynes Council dated 27th June 2002 whereby the Authority was granted outline planning permission to proceed with the development of a secure training centre in accordance with its planning application submitted under the Town and Country Planning Act 1990 on 17th December 2001 (the "**Outline Permission**");

(b) the decision of Milton Keynes Council dated 18 October 2002 where approval of reserved matters was given (the "Approval of Reserved Matters");

(c) the provisions of Clause 13 of the Authority Purchase Agreement:

14.2 (a) The Contractor shall comply with the conditions contained in :

(i) the Outline Permission and the Approval of Reserved Matters to the extent necessary for the purposes of achieving Planning Approval and as those conditions may be amended or superseded by subsequent planning permissions; and

(ii) Clause 13 of the Authority Purchase Agreement.

(b) Without prejudice to the generality of Clause 13.3 (Land), the Contractor shall comply with the provisions of Clauses 6.4 (Planning) of the Lease**.**

14.3 The Contractor will on the Date of Contract refund to the Authority the money paid by the Authority under Clause 3 and the Second Schedule of the Planning Obligation.

14.4 Without prejudice to generality of the foregoing but subject to Clause 14.7, the Contractor shall be responsible for obtaining Planning Approval to any extent that Planning Approval has not already been given, and where and when it has been given compliance with its conditions is an obligation under the Contract to be discharged by the Contractor.

14.5 Without prejudice to the generality of Clause 29.3 (Permit to Use), nothing in the Contract or in any consent granted by the Authority under the Contract shall be deemed to imply or warrant that the Secure Training Centre or the Site may lawfully be used under the Planning Acts (as defined in the Lease) for the purpose authorised in the Contract or the Lease (or any purpose subsequently authorised).

14.6 If the relevant highway authority or relevant planning authority requires the Contractor or the owner of the Land to enter any agreement under Section 278 of the Highways Act 1980 and/or Section 106 of the Town and Country Planning Act 1990 and/or other agreements for the purposes of adoption of public highway or open space in connection with the Project and the Authority is requested to either join in such agreement(s) or enter into a separate agreement under Section 278 of the Highways Act 1980 and/or Section 106 of the Town and Country Planning Act 1990 and/or Section 299A of the Town and Country Planning Act 1990 and/or other agreement for the purposes of adoption of public highway or open space then:

(a) insofar as it is necessary for the Authority to enter into any of the above-mentioned agreements for the purposes of the Project and subject to the approval of HM Treasury being given under the provisions of Section 327 of the Highways Act 1980 (where necessary), the Authority shall promptly at the cost of the Contractor also enter into the agreement if reasonably required to do so by the Contractor and it is necessary for it to do so to enable the Contractor to fulfil its obligations pursuant to that agreement and shall promptly at the cost of the Contractor enter into any variation of such agreement if reasonably required to do so by the Contractor for the purposes of Clause 14.7;

(b) the Authority will at its own expense dedicate or transfer land to the relevant highway authority or relevant planning authority if reasonably required to do so by the highway authority or the planning authority for the purposes of adoption of public highway or open space; and

(c) subject to (b), the Contractor shall indemnify the Authority in respect of all the Authority's liability and any reasonable expenses incurred by the Authority in connection with entering into and performance of the relevant agreement during the subsistence of the Contract Term, or if shorter, whilst the relevant agreement is capable of being enforced against the Authority.

For the avoidance of doubt the Contractor shall not be obliged to indemnify the Authority for any liability incurred by the Authority for any agreement entered into by the Authority with the relevant highway authority or relevant planning authority otherwise than as set out above and the indemnity referred to in this Clause 14.6 is subject to the Authority not acting unreasonably or negligently and shall be limited as specified in Clause 5.4 (Indemnity).

14.7 If it is necessary to obtain planning permission or to obtain the express agreement of the planning authority under the terms of the Planning Obligation or to vary the Planning Obligation in respect of a Notice of Change the Contractor shall use its reasonable endeavours to obtain such planning permission or such express agreement or variation. Notwithstanding the provisions of Clause 11 (Changes to Services), if the Contractor is not able to comply with the Notice of Change in a manner which does not require the Contractor to obtain such planning permission or such express agreement or variation, the Contractor's obligation to comply with the Notice of Change shall be conditional upon the grant of such planning permission or such

express agreement or variation at first instance free from conditions (whether in the permission or an associated legal agreement) which prevent or unduly interfere with compliance with the Notice of Change. The Contractor shall keep the Authority fully informed of the progress of any such application for planning permission or such express agreement or variation.

15. DESIGN AND CONSTRUCTION

15.1 The Contractor shall upon and subject to the terms and conditions of the Contract carry out the Works in accordance with the Contract.

15.2 The Contractor warrants and undertakes to the Authority as separate warranties and undertakings that:

(a) the Works shall comply with all applicable Legislation;

(b) the Works have been and shall be performed to the standards set out in Schedule A;

(c) none of the materials or substances generally used in connection with the Works will be such as are known to be deleterious at the time of use, including (but without limitation) substances which have been referred to by the Building Research Establishment at the Date of Contract as being hazardous to health and safety or to the durability of the property in the particular circumstances in which they are used;

(d) save as otherwise specified, the Works comprise or shall comprise only materials and goods which are new and of sound satisfactory quality and which shall be fit for the purpose for which they are required;

Provided that the liability of the Contractor for breach of such warranties and undertakings shall be subject to the limitations in Clause 5

15.3 The Contractor shall comply with all obligations expressed to be imposed on it in Schedule A.

15.4 Any references to the design which the Contractor has prepared or shall prepare or issue for the Works shall include a reference to any design which the Contractor has caused or shall cause to be prepared or issued by others.

15.5 Facilities To Be Provided By Contractor.

15.5.1 From the Date of Contract and prior to the issue of a Permit to Use the Contractor shall provide such accommodation and facilities on the Site or (following the Independent Engineer's Declaration) in the Secure Training Centre as may reasonably be required by the Authority or the Independent Engineer for their use, at no additional cost. Such facilities shall include but not be limited to a heated, lighted and serviced water-tight office furnished with a minimum of one desk, one filing cabinet (of a secure nature), two chairs, telephone facilities and access to washroom and toilet facilities.

15.5.2 Following issue of a Permit to Use, and for the duration of the Contract, the Contractor shall provide at the Secure Training Centre, at no additional cost to the Authority, dedicated accommodation and facilities for the Monitor and two support

staff. Such accommodation and facilities shall include a secure office or offices with a minimum floor area of 30sq m furnished to an appropriate standard in accordance with Schedules A and B. The dedicated accommodation shall be lighted, heated and ventilated, and be supplied with electric power to normal office standards. Two telephone conduits connected to a telecommunications external box shall be provided. The dedicated accommodation shall be lockable and, subject to compliance with the contingency and emergency procedures set out in Schedule E (Contingency and Emergency Procedures) and the associated Operating Procedures, the Authority will control access to the dedicated accommodation.

15.5.3 Following issue of a Permit to Use and for the duration of the Contract the Contractor shall provide car parking facilities, and access to and use of dining facilities and lockable washroom and toilet facilities and a meeting and conference room facility for not less than six people for the Monitor, any representative of the Authority or any person authorised by the Authority, at all times.

15.5.4 The Contractor shall be responsible for the cleanliness, proper use and reasonable care of all such facilities provided.

15.5.5 The Contractor shall comply with the provisions of Schedule Z.

15A QUALITY ASSURANCE PROCEDURES

15A.1 The Contractor shall, and shall procure that the Construction Sub-contractor shall, comply with its Quality Assurance Procedures during the course of the Works.

15A.2 The Quality Assurance Procedures shall be subject to periodic or occasional system and compliance audit by the Authority and the Independent Engineer. For the purpose of audit the Contractor shall upon not less than twenty-four hours prior notice provide the Authority, the Independent Engineer and their authorised representatives reasonable access during normal business hours to copies of all quality assurance documentation as required pursuant to the Quality Assurance Procedures.

15A.3 Notwithstanding the audit of the Quality Assurance Procedures by the Authority and/or the Independent Engineer, nothing in this Clause 15A shall in any respect relieve or absolve the Contractor from any obligations or liability under or in connection with the Contract.

16. THE INDEPENDENT ENGINEER

16.1 (a) The Independent Engineer shall monitor the progress of the Works upon the Site, and the Authority and the Contractor agree that the Independent Engineer shall be entitled to exercise rights, in accordance with the provisions of Schedule T. The Authority shall further require the Independent Engineer to inform the Authority of all matters of concern to the Independent Engineer which are likely to prevent or delay the Independent Engineer's Declaration in accordance with Clause 28 (**Independent Engineer's Declaration**).

(b) The Independent Engineer shall have no authority to approve or accept the Contractor's performance of its obligations under the Contract as being satisfied or discharged except as provided in Clause 28. Notwithstanding the foregoing, the Authority shall inform the Contractor as soon as is reasonably practicable of all matters of concern brought to the attention of the Authority by the Independent

Engineer which are likely to prevent or delay the issue of the Independent Engineer's Declaration in accordance with Clause 28.

(c) Save as otherwise agreed in writing by the Authority (which agreement to be effective must refer to this Clause 16.1), nothing done by the Authority or the Independent Engineer in accordance with this Clause 16.1, Clause 28 (**Independent Engineer's Declaration**) or Schedule T shall in any respect relieve or absolve the Contractor from its responsibility for the design of the Works or the provision of the Secure Training Centre under or in connection with the Contract.

16.2 (a) Without prejudice to the Authority's rights of access and inspection at any time from the Date of Contract pursuant to Clause 42.1 (Monitoring, Inspection and Access) and to the Contractor's obligations pursuant to Clause 15.5 (Facilities to be provided by the Contractor) the Contractor shall afford to the Independent Engineer, and his representatives, full rights of access to the Site at all times for the duration of the Independent Engineer's appointment.

(b) The Independent Engineer and his representatives shall be provided, free of charge, with all information that they may reasonably require including without limitation a copy of the drawings, specifications, details levels and setting out dimensions which the Contractor prepares or uses for the purpose of the Works and the Contractor shall permit the Independent Engineer and his representatives to attend meetings of the Contractor and/or the Sub-contractors relating to the Works (other than meetings of the board of directors of the Contractor and/or the Sub-contractors) and shall give reasonable notice thereof and shall do nothing to impede the Independent Engineer and his representatives in the carrying out of his functions. The Authority shall use reasonable efforts to ensure that the Independent Engineer does not interfere with the design, construction, commissioning and completion of the Secure Training Centre except to the extent that he is performing his obligations to the Authority or acting in accordance with Schedule T.

17. SUPPLY OF EQUIPMENT

17.1 The Contractor shall supply, install and retain at the Secure Training Centre the plant, machinery, fixtures, fittings, furnishings, chattels, and other equipment, as specified in Schedules A and B (in the case of Schedule B, as the same may be amended in accordance with its terms) and any such additional plant, machinery, fixtures, fittings, furnishings, chattels or other equipment as required from time to time under the Contract. All such equipment shall be the property of the Contractor (subject to Clause 17.2 and to Clause 17.3) and shall be in good and serviceable condition for the period it is in the Secure Training Centre or on the Site so as to allow the Contractor to comply with the standards set out in Schedule C (or, if it is not capable of being kept in good and serviceable condition so as to allow the Contractor to comply with the standard set out in Schedule C shall be replaced by the Contractor (at its own cost) as required with like equipment which is the property of the Contractor (subject to Clause 17.2 and to Clause 17.3) and which is in good and serviceable condition) so as to allow the Contractor to comply with the standards set out in Schedule C, and shall not be removed by the Contractor from the Secure Training Centre except with the prior written consent of the Authority.

17.2 Subject to Clause 17.3, at the end of the Contract Term or upon payment by the Authority in full of any termination sum pursuant to Clause 60, title to all such plant, machinery, fixtures, fittings, furnishings, chattels, and other equipment referred to in Clause 17.1 (including any replacement property or equipment) shall pass to the

Authority, and the Contractor shall use all reasonable endeavours to procure that the benefit of all guarantees, warranties, documentation and service agreements then in force relating to the said plant, machinery, fixtures, fittings, furnishings, chattels, and other equipment is assigned to the Authority or, to the extent not assignable, is transferred in a manner reasonably required by the Authority, except that in the event that the Contract is terminated prior to the end of the Contract Term, the Contractor shall from the date that the termination occurs to the date that the Authority pays in full any termination sum pursuant to Clause 60 grant the Authority a licence to use all such plant, machinery, fixtures, fittings, furnishings, chattels and other equipment referred to in Clause 17.1 (including any replacement property or equipment).

17.3 Notwithstanding Clause 17.1, the Contractor may lease any equipment referred to in Part 2 of Schedule B, provided that the Contractor shall ensure that any lease entered into in respect of any such equipment shall be on such terms as to allow the Authority to use such equipment as if it were the Contractor on any occasion where it exercises its powers under Section 10 of the 1994 Act or exercises its rights under Clause 9 of the Direct Agreement or the Contract terminates before the Expiry Date. If the Contractor wishes to lease any equipment in Part 1 of Schedule B which is not referred to in Part 2 of Schedule B, it must obtain the Authority's prior written consent.

17.4 The Contractor shall, at the reasonable request of the Authority, from time to time provide the Authority with details of all equipment referred to in Part 2 of Schedule B that is for the time being leased, together with copies of the relevant leases and other relevant documentation to enable the Authority to satisfy itself that the provisions of this Clause 17 are being complied with.

17.5 The Contractor agrees that it will at all times comply with its obligations under the Fixed Charge.

18. ISSUE OF AUTHORITY'S PROPERTY

All goods and chattels issued by the Authority in connection with the Contract and belonging to the Authority, shall remain the property of the Authority whether paid for by or charged against the Contractor or not. Such equipment shall be used only in the execution of the obligations of the Contract. The Contractor shall affix and keep such nameplates or other markings as the Authority may from time to time reasonably require on the vehicles and other equipment title to which passes to the Authority in accordance with Clause 17.2. The Contractor shall not permit such nameplates or markings to be concealed, altered or removed nor affix or permit to be affixed any other plates or markings inconsistent with or prejudicial to the rights of the Authority.

19. STATUTORY OBLIGATIONS, NOTICES, FEES AND CHARGES

19.1 Subject to Clause 11.7, the Contractor shall at its sole expense comply with and give all notices required by or under any applicable Legislation (including, without limitation, any enactment, regulations or bye-laws), or required by any Statutory Undertaker with rights over the Site, or with whose systems the Secure Training Centre is or will be connected, which may be required in relation to the provision and operation of the Secure Training Centre or otherwise affecting the Contractor (hereinafter the "**Statutory Obligations**").

19.2 Without prejudice to Clause 11.7 (Changes to Works and/or Services), where there is any conflict between the Statutory Obligations and the terms of the Contract, the

Contractor shall as soon as reasonably possible inform the Authority of this fact and details of the variation of the terms of the Contract required, and where in the reasonable opinion of the Authority the said conflict necessitates such a variation of the terms of the Contract, the Authority and the Contractor shall use reasonable endeavours to agree the variation and, following agreement, the Authority shall effect the variation in accordance with Clause 73 (Authority to Commit and Variation) and any dispute in relation thereto shall be determined in accordance with Clause 82 (Dispute Resolution). The Contractor shall not be liable to the Authority (nor, for the avoidance of doubt, shall the Authority be entitled to exercise its rights to terminate the Contract pursuant to Clause 52 (Default of the Contractor) or the Contractor accrue Performance Points or Availability Deductions) for complying with the Statutory Obligations where they are in conflict with the terms of the Contract.

19.3 Without prejudice to Clause 47 (Variation of Price) but subject to Clause 19.4, the Contractor shall pay any and all fees or charges required to be paid under any applicable Legislation and shall pay any licence fees or charges pertaining to the provision of utilities in respect of the Secure Training Centre.

19.4 The Contractor shall not be liable for any Business Rates payable in respect of the Secure Training Centre or the Site (or any contributions made by or requested from the Crown in lieu thereof or any tax or charge imposed in substitution therefor) and the Authority hereby acknowledges its liability for such rates or sum.

19.5 The Contractor shall provide the Authority with a copy of any demand for payment of any Business Rates it receives.

PART III - MAINTENANCE

20. MAINTENANCE OF THE SECURE TRAINING CENTRE

20.1 Subject to Clause 21 (The Authority's Equipment), the Contractor shall maintain at its own expense the Secure Training Centre, the Site and all plant, machinery, fixtures, fittings, furnishings, chattels and other equipment in accordance with the terms of Schedule C.

20.2 Schedule C contains the obligations of the Contractor with regard to the maintenance of the Secure Training Centre, the Land and all plant, machinery, fixtures, fittings, furnishings, chattels, and other equipment therein or thereupon. Contained therein, inter alia, are the particular standards of maintenance to be followed by the Contractor for the duration of the Contract, and the time-scale to which the Contractor is to work in carrying out the following:

(i) the replacement of plant, machinery, fixtures, fittings, furnishings, chattels and other equipment;

(ii) the refurbishment and re-decoration of the internal fabric of the Secure Training Centre;

(iii) the conservation and/or repair of the structure and external fabric of the Secure Training Centre, including but not limited to the roof, walls and windows; and

(iv) the upkeep of the Land.

20.3 Notwithstanding Clause 20.2 and Schedule C but subject to Clause 21 (The Authority's Equipment), the Contractor shall ensure that the Secure Training Centre is kept in good structural and decorative order subject to reasonable wear and tear during the Contract Term, so as to allow the Contractor to comply with the standards set out in Schedule C and so as to be fit for the habitation of Trainees, and shall ensure that all plant, machinery, fixtures, fittings, furnishings, chattels and other equipment are kept in good and serviceable condition so as to allow the Contractor to comply with the standards set out in Schedule C or if not capable of being kept in good and serviceable condition so as to allow the Contractor to comply with the standards set out in Schedule C, shall at its own cost be replaced as required with like plant, fixtures, fittings or equipment which is in good and serviceable condition so as to allow the Contractor to comply with the standards set out in Schedule C.

20.4 Schedule C contains the standards by which the Secure Training Centre, the Site and all plant, machinery, fixtures, fittings, furnishings, chattels and other equipment (other than the Authority's Equipment) are to be judged upon expiry or termination of the Contract Term. The Contractor shall ensure that such standards are met, and the Authority may exercise its rights under Clauses 22 (Dilapidation Survey) and 63 (Termination Survey) in order to ascertain that this Clause is complied with.

20.5 For the avoidance of doubt, and in addition to the requirements specifically set out in Schedule C but subject to Clause 21 (The Authority's Equipment), the Contractor is obliged to supply and maintain, replace and renew the Assets (and whether specified in Schedules A or B or otherwise) as is necessary to ensure that following the Full

Operation Date the Secure Training Centre is and remains in such condition as to enable the Contractor to comply with its obligations under the Contract in all respects.

20.6 Where any term of the Contract requires the Contractor to replace or renew any plant, machinery, fixture, fitting, furnishing, chattel or other equipment, the Contractor may retain the proceeds derived from any sale or disposal of the replaced item.

21. THE AUTHORITY'S EQUIPMENT

21.1 Except when the Authority indicates in writing otherwise, any machinery, fixtures, fittings, furnishings, chattels or other equipment supplied by the Authority (the "**Authority's equipment**") for the purposes of the Contract will be maintained by the Contractor to the standard such items possess when they pass into the possession of the Contractor subject to reasonable wear and tear for a secure training centre.

21.2 The Contractor shall not sell, lease, assign, part with possession or otherwise dispose of the Authority's equipment or any interest in the same, without the express permission in writing of the Authority.

21.3 Without prejudice to the Contractor's obligation to maintain the Authority's equipment pursuant to Clause 21.1 and notwithstanding any other provisions of this Contract, the Authority shall be responsible for replacing any item of the Authority's equipment should such replacement become reasonably necessary during the term of the Contract as a result of such equipment being no longer operable due to wear and tear.

22. DILAPIDATION SURVEY

22.1 The Authority shall have the right to conduct a dilapidation survey for the purpose of determining the physical condition and state of maintenance of the Secure Training Centre five years after the Full Operation Date and thereafter every three years (on the anniversary of the Full Operation Date). The dates of every such survey shall be notified to the Contractor not less than 7 days in advance of the survey taking place. The costs of such surveys shall be borne by the Authority.

22.2 Where, following a survey referred to in Clause 22.1 or Clause 63 (Termination Survey), such survey shows, in the reasonable opinion of the Authority, that the condition of the Secure Training Centre falls below the standards of repair and maintenance set out in Clause 20 (Maintenance of the Secure Training Centre) and Schedule C, the Authority shall notify the Contractor of the work it reasonably believes is required to be done to bring the Secure Training Centre to the requisite contractual standard. Within 7 days of such notification (or such longer period as is reasonable in the circumstances), the Contractor shall commence such works or procure such works to be commenced, at the Contractor's cost. The works shall be completed within such period as is reasonably set by the Authority in the notice to the Contractor (or, in the case of a final dilapidation survey carried out in accordance with Clause 63.1 (Termination Survey), on or before the Termination Date or Expiry Date, as applicable).

22.3 Where, following any survey, the Contractor fails to effect any and all repairs and/or maintenance required, to the reasonable satisfaction of the Authority, within the reasonable time specified (or, in the case of a final dilapidation survey carried out in accordance with Clause 63 (Termination Survey), on or before the Termination Date

or Expiry Date, as applicable), the Authority shall be entitled (without prejudice to any other rights of the Authority under the Contract) to carry out such unremedied repairs and/or maintenance itself, or to procure the same, and its costs in so doing shall be recoverable from the Contractor. For the avoidance of doubt, the Authority, in accordance with Clause 51 (Amount Due and Set-Off), but without limitation to the provisions thereof, shall be entitled to set off such costs against any amounts payable to the Contractor under the Contract.

22.4 Any and all dispute or differences in relation to the dilapidation survey or the operation of this Clause 22 will be subject to dispute resolution in accordance with Schedule O (Dispute Resolution).

PART IV - PRE-OPERATION PERIOD

23. PREPARATION FOR OPERATION OF THE SECURE TRAINING CENTRE

23.1 The Contractor shall provide to the Authority the following matters in relation to the Contractor's proposed performance, (which matters shall provide for adequate testing procedures), (the "**Operation Proposals**"):

(i) the operating procedures for the Secure Training Centre, including the procedures and proposals for the preparation of Training Plans;

(ii) the emergency and contingency plans for the Secure Training Centre;

(iii) the public relations procedures for the Secure Training Centre;

(iv) the staff handbook for and the form of standard terms and conditions of employment of the staff of the Secure Training Centre;

(v) the staff training plans for the staff of the Secure Training Centre;

(vi) the procedures for the off-site escorting of Trainees; and

(vii) such other plans and information as the Authority may reasonably require in relation to the Services;

and submit a draft copy of each of the aforesaid documents to the Authority not less than the number of months prior to the Scheduled Opening Date specified in Schedule D or Schedule E (as the case may be) for such submission (and where none is specified the said number of months shall be four except in the case of (v) above when the number of months shall be five), for the Authority to approve. Within 40 days of receipt of such documents (or such longer period as shall be reasonable in all the circumstances), the Authority shall either approve the same (subject to satisfactory completion of the tests in accordance with this Clause 23) or provide a written record of the reasons why it does not approve such documents. (Without prejudice to Clause 11.7 (Changes to Services Required) the Authority may require the Contractor to make reasonable amendments to the said documents for the purpose of ensuring that the Operation Proposals are in accordance with the relevant requirements of Schedules D or E and the STC Rules and the Contractor shall make such amendments. If there is any conflict between Schedules D or E and any Legislation, the requirements of the relevant Legislation shall prevail (but without prejudice to Clause 11.7 (Changes to Services Required). The Authority shall respond to such amendments within 14 days of receipt of the same from the

Contractor (or such longer period as shall be reasonable in the circumstances). The Authority shall be entitled to refuse to approve any of the items in (i) to (vii) above until the Contractor has made such amendments. For the avoidance of doubt, the Authority shall not be entitled to withhold its approval of any of the items in (i) to (vii) above if such items are in accordance with the relevant requirements of Schedules D or E and the STC Rules (subject to the principle that if there is any conflict between Schedules D or E and any Legislation, the requirements of the relevant Legislation shall prevail). In the event of any dispute between the Parties relating to the approval or amendment of Operating Proposals, either Party may by notice in writing to the other refer the matter to determination in accordance with Clause 82 (Dispute Resolution) and the adjudicator appointed pursuant to Clause 82 (Dispute Resolution) shall have due regard to how the Operating Proposal(s) in dispute is/are dealt with in the wider estate of the Authority.

23.2 Once the Authority has approved the Operation Proposals (to be confirmed by a notice in writing to the Contractor to that effect subject to satisfactory completion of the tests in accordance with this Clause 23), the Operation Proposals shall be tested in accordance with the proposals for testing in the Operation Proposals. The Contractor shall give the Authority 14 days' notice of the time and location of such tests and shall allow representatives of the Authority to attend. Within 7 days of such tests, the Authority shall either finally approve the Operation Proposals (in which case it shall issue the Contractor with a further certificate certifying that the Operation Proposals satisfy the requirements for the provision of the Services) or shall inform the Contractor in writing of the reasons why the Operation Proposals did not satisfy the tests conducted. If the Contractor is refused final approval and is informed by the Authority in writing of the reasons therefor, the Contractor shall re-run the tests in accordance with the above provisions except that the notice period to the Authority shall be 7 days instead of the 14 days specified above.

23.3 Once finally approved by the Authority under Clauses 23.1 and 23.2, the Operation Proposals shall become the Operating Procedures and shall remain under review in accordance with Clause 42.3 (Monitoring, Inspection and Access).

23.4 (a) No later than 4 months prior to the Scheduled Opening Date, the Contractor shall provide the Authority with the necessary information required to implement Clauses 34 (The Director), 35 (Custody Officers) and 36 (Staff), including:

(i) the names, and such other information as the Authority may require of the proposed Director and the members of the senior management of the Secure Training Centre; and

(ii) the names of, and such other information as the Authority may require about all persons requiring certification or approval, as specified in Clauses 35 (Custody Officers) and 36 (Staff).

(b) The Authority shall be entitled to request from the Contractor and the Contractor shall be obliged to provide such further information as the Authority may require for the purpose of implementing Clauses 34 (The Director), 35 (Custody Officers) and 36 (Staff) following receipt of any information under Clause 23.4(a) PROVIDED THAT any request for such further information shall be made by the Authority as soon as is reasonably practicable following the receipt of the information under Clause 23.4(a).

23.5 Notwithstanding anything in Clauses 29 (Permit to Use) or 31 (Timetable for Permit to Use), the Authority shall not issue a Permit to Use unless the information required by the Authority pursuant to this Clause 23 has been supplied to it and the necessary approvals (including without limitation final approval of the Operation Proposals) have been given by the Authority to the Contractor as specified or referred to in this Clause 23.

24. SCHEDULED OPENING DATE

Not later than the Scheduled Opening Date the Contractor shall provide the Authority with 80 Available Trainee Places. In the event that the Contractor fails to provide 80 Available Trainee Places on the Scheduled Opening Date, and without prejudice to the Authority's rights under Clause 27 (Liquidated Damages) and 52 (Default by the Contractor), the Contractor shall provide 80 Available Trainee Places as soon as possible thereafter. For the avoidance of doubt, the Authority shall not be liable to make any payment in respect of more than 80 Available Trainee Places while the requirement pursuant to this Contract is to provide 80 Available Trainee Places.

25. FULL OPERATION PERIOD

25.1 The Full Operation Period shall commence from 00:01 on the effective date of the Permit to Use (which shall be the date noted on the Permit to Use as such and which may be before on or after the Scheduled Opening Date) and shall expire upon expiry or termination of the Contract Term.

25.2 At all times during the Full Operation Period the Contractor shall provide and maintain 80 Available Trainee Places for the exclusive use of the Authority.

26. EXTENSION OF TIME

26.1 If and whenever it becomes apparent to the Contractor that the fulfilment of its obligations under the Contract are being or are likely to be delayed, such that Available Trainee Places will not be provided by the Scheduled Opening Date in accordance with Clause 24 (Scheduled Opening Date) or works will not be completed by the Re-instatement Date in accordance with Clause 7 (Liability for Loss and Damage), the Contractor shall forthwith give written notice to the Authority of the relevant circumstances in accordance with Clause 26.2 (the "**Delay Notice**").

26.2 The Delay Notice shall:

(a) identify the cause or causes of the delay;

(b) state whether and to what extent the delay is caused by a Relevant Event;

(c) provide details of the nature of the Relevant Event and its duration (or the Contractor's reasonable estimate (with supporting reasons) of its likely continued duration);

(d) identify in the reasonable opinion of the Contractor the extent to which the Scheduled Opening Date or, as the case may be, the Re-instatement Date is to be affected by the Relevant Event; and

(e) in the case of a Relevant Event being claimed under paragraphs (a) or (b) of the definition of Relevant Event, state the Contractor’s estimate (with

supporting reasons) of the expenses it is likely to incur as a direct result of the delay caused by such Relevant Event.

If the Contractor serves a Delay Notice while a Relevant Event is continuing, the Contractor shall provide the Authority periodically (and at least on a weekly basis) with details of the Relevant Event and the Contractor's reasonable estimate of its impact on the Project. The Contractor shall afford the Authority such access to the Site and papers of the Contractor as the Authority acting reasonably may consider appropriate for the purposes of establishing the accuracy of any Delay Notice.

26.3 If the Authority (acting reasonably) determines (such determination to be made as soon as reasonably practicable) that a Relevant Event is the cause of any delay to the provision of 80 Available Trainee Places by the Scheduled Opening Date or, as the case may be, the completion of the relevant works by the Re-instatement Date, the Authority shall thereupon give a written extension of time to the Contractor, and certify this fact in writing, by fixing such later date as the Scheduled Opening Date or, as the case may be, the Re-instatement Date as it then estimates to be reasonable and fair to take into account the effect of the Relevant Event (whereupon such later date shall become the Scheduled Opening Date or, as the case may be, the Re-instatement Date for the purposes of the Contract).

26.4 In the event of any failure by the Independent Engineer to give the Independent Engineer's Declaration in accordance with the Monitoring Contract or when in accordance with Clause 26.3 a Relevant Event is found to have caused a delay to the provision of 80 Available Trainee Places by the Scheduled Opening Date and such Relevant Event is one of the events referred to in paragraphs (a) or (b) of the definition of Relevant Event, the Authority shall on written demand within 30 days reimburse to the Contractor all Losses incurred by the Contractor directly as a result of the delay caused by the Relevant Event, where such Losses are properly evidenced in writing.

26A RELIEF EVENT

26A.1 If and to the extent that a Relief Event adversely affects the ability of the Contractor to perform any of its obligations under the Contract, then the Contractor is entitled to apply for relief from any rights of the Authority arising under Clause 52 (Default by the Contractor) and obligations of the Contractor under this Contract.

26A.2 To obtain relief, the Contractor must:

(i) as soon as practicable, and in any event within 14 days after it became aware that the Relief Event has or is likely to adversely affect the ability of the Contractor to perform its obligations give to the Authority a notice of its claim for relief from its obligations under the Contract, including full details of the nature of the Relief Event, the date of occurrence and its likely duration;

(ii) within 7 days of receipt by the Authority of the notice referred to in paragraph (i) above, give full details of the relief claimed; and

(iii) demonstrate to the reasonable satisfaction of the Authority that:

(A) the Contractor and its Sub-contractors could not have avoided such occurrence or consequences by steps which they might reasonably be expected to have taken, without incurring material expenditure;

(B) the Relief Event directly caused the need for relief from its obligations under the Contract;

(C) the relief from its obligations under the Contract claimed could not reasonably be expected to be mitigated or recovered by the Contractor acting in accordance with good industry practice, without incurring material expenditure; and

(D) the Contractor is using reasonable endeavours to perform its obligations under the Contract.

26A.3 In the event that the Contractor has complied with its obligations under Clause 26A.2 above, then the Authority shall not be entitled to exercise its rights to terminate the Contract under Clause 52 (Default by the Contractor) and subject to Clause 26A.4 below, shall give such other relief as has been requested by the Contractor.

26A.4 Nothing in Clause 26A.3 above shall affect any entitlement to make deductions or any deductions made as a result of Clause 48 (Performance Evaluation) during the period for which the Relief Event is subsisting provided that the Authority's rights under paragraph 9(b) of Schedule G (Financial Matters) shall not apply during the subsistence of a Relief Event.

26A.5 In the event that information required by Clause 26A.2 above is provided after the dates referred to in that paragraph, then the Contractor shall not be entitled to any relief during the period for which the information is delayed.

26A.6 The Contractor shall notify the Authority if at any time it receives or becomes aware of any further information relating to the Relief Event, giving details of that information to the extent that such information is new or renders information previously submitted materially inaccurate or misleading.

26A.7 If the Parties cannot agree the extent of the relief required, or the Authority disagrees that a Relief Event has occurred or that the Contractor is entitled to any relief from its obligations under this Contract, the Parties shall resolve the matter in accordance with Clause 82 (Dispute Resolution).

27. LIQUIDATED DAMAGES

27.1 Subject to Clause 31.4 but without prejudice to the Authority's rights under Clause 52 (Default by the Contractor), in the event that the Full Operation Period has not commenced by the Scheduled Opening Date, the Contractor shall be liable to pay liquidated damages to the Authority.

27.2 The liquidated damages payable pursuant to Clause 27.1 shall be calculated at the daily rate stated in Part 13 of Schedule G per Trainee per day for the period between the Scheduled Opening Date and the Full Operation Date (for which purpose 80 Trainee Places shall during such period be deemed to be Unavailable Trainee Places for the purposes of calculating liquidated damages pursuant to this Clause 27) and shall, subject to Clause 27.5, be due and payable monthly in arrears. The Contractor agrees that such rate represents a reasonable pre-estimate of the Authority's loss arising from delay.

27.3 Liquidated damages shall be payable by the Contractor as calculated pursuant to Clause 27.2 for the period referred to in Clause 27.2 in respect of the full 80 Trainee Places which the Contractor is bound to make available under the terms of the Contract.

27.4 The total amount of liquidated damages which may be claimed by the Authority under this Clause in respect of Clause 27.1 shall be limited to .

27.5 For the avoidance of doubt, the Authority, in accordance with Clause 51 (Amount Due and Set-Off), but without limitation to the provisions thereof, may set off any liquidated damages payable under this Clause against any monies payable to the Contractor under the Contract or the Authority may recover the same from the Contractor as a debt due to the Authority, except to the extent that such sums have been recovered by the Authority from the Construction Sub-contractor, the Operating Sub-contractor or any other person on the Contractor's behalf. To the extent such sums have finally and conclusively been paid to the Authority or recovered by the Authority from the Construction Sub-contractor, the Operating Sub-contractor or any other person on the Contractor's behalf, the Contractor's obligation hereunder to pay such sums shall be discharged.

28. INDEPENDENT ENGINEER'S DECLARATION

28.1 (a) Subject to Clause 28.1 (b), when the Contractor considers that the whole of the Works will be or has been completed in accordance with Schedule A and will be or has been satisfactorily commissioned so that they comply in all respects with Schedule A, the Contractor may give notice in writing to that effect to the Authority, with a copy to the Independent Engineer. In the event that at the time such notice is given, the Contractor considers that the Works will be completed at a later date, the Contractor must specify such date, which shall be not less than 14 days and not more than 30 days from the date of the notice.

(b) The Contractor shall be entitled to give the notice referred to in Clause 28.1 (a) notwithstanding that any landscaping works required to be carried out as part of the Works have not been completed in accordance with Schedule A (the "**Outstanding Landscaping Works**") PROVIDED THAT the Contractor shall give full details of such Outstanding Landscaping Works in the notice. In the event that at the time such notice is given, the Contractor considers that the Outstanding Landscaping Works will be completed at a later date, the Contractor must specify such date.

28.2 The Authority shall procure that the Independent Engineer shall within 21 days of the date of the delivery of the notice referred to in Clause 28.1 (or, if the Works (other than the Outstanding Landscaping Works described in the notice) will be completed at a later date, within 7 days of the date of completion of such Works specified in the

notice) either issue a certificate declaring that in his reasonable opinion the Works have been completed in accordance with Schedule A (the "**Independent Engineer's Declaration**") or give notice to the Contractor in writing specifying all the matters which in the reasonable opinion of the Independent Engineer must be satisfied before the Independent Engineer's Declaration can be issued. If such notice of non-satisfaction is given by the Independent Engineer, the Contractor shall carry out such works as may be required to obtain the Engineer's Declaration and the requirements of Clauses 28.1 and 28.2 shall apply except that the Independent Engineer will respond as soon as reasonably practicable. For the avoidance of doubt, but subject to Clause 28.4 the Independent Engineer's Declaration shall not be issued until the Works referred to in Clause 15.1 (Design and Construction) have been completed to the reasonable satisfaction of the Independent Engineer.

28.3 The Authority shall use its best endeavours to procure that the Monitoring Contract contains obligations on the Independent Engineer to carry out the acts attributed to him in this Clause 28. The Authority agrees that it will not amend or waive any of its rights under the Monitoring Contract in a manner that could reasonably be expected to be adverse to the interests of the Contractor or the Construction Sub-contractor. If the Independent Engineer fails to comply with any of its material obligations under the Monitoring Contract and such failure may reasonably be expected to impair the likelihood of the Contractor obtaining the Independent Engineer's Declaration or cause loss to the Contractor, the Authority shall up to and including the date of issue of the Independent Engineer's Declaration at the request and cost of the Contractor take all reasonable steps to enforce the Authority's rights (if any) under the Monitoring Contract against the Independent Engineer (provided that the Authority shall be under no obligation to pay to the Contractor any damages the Authority may recover in any proceedings the Authority brings to enforce the Monitoring Contract save where the provisions of Clause 26.4 may apply).

28.4 Notwithstanding the other provisions of this Clause 28, the Independent Engineer shall not refuse to issue the Independent Engineer's Declaration if, in its reasonable opinion, all of the Works other than any Outstanding Landscaping Works which may be described in the notice given by the Contractor pursuant to Clause 28.1 have been completed and satisfactorily commissioned in accordance with Schedule A PROVIDED THAT the Independent Engineer approves the description of such Outstanding Landscaping Works (such approval not to be unreasonably withheld), and where the Independent Engineer so issues the Independent Engineer's Declaration, the Contractor shall proceed to complete the Outstanding Landscaping Works as soon as possible and, in any event, no later than twelve months from the date of the Independent Engineer's Declaration.

28.5 For the avoidance of doubt, nothing done by the Authority or the Independent Engineer in accordance with this Clause 28 or Schedule T shall in any respect relieve or absolve the Contractor from its responsibility for the design or construction of the Works under or in connection with the Contract.

29. PERMIT TO USE

29.1 On or prior to the Contractor’s Full Quota Notice Date the Contractor shall (subject to the Authority acting in accordance with Clause 31.3 (Timetable for Permit to Use)) obtain from the Authority a Permit to Use certifying that the Full Quota exists in the Secure Training Centre for the use of the Authority from the effective date of the Permit to Use. Clause 30 (Available Trainee Places) shall define an "Available Trainee Place".

29.2 Subject to Clause 31 (Timetable for Permit to Use) and Clause 46 (Phase-in Period Pricing Mechanism), the Authority shall begin to make payments based upon the Full Quota under Clause 45 (Full Operation Pricing Mechanism), once the Full Operation Period begins. Notwithstanding the effective date of the Permit to Use occurring before the Scheduled Opening Date the Authority shall be under no obligation to make any payments under Clause 44 (Price) to the Contractor before the Scheduled Opening Date.

29.3 Nothing in the Contract shall be deemed to imply that the Authority makes any representation or warranty of whatsoever nature as to the value, design, construction, maintenance, operation or fitness for use of the Secure Training Centre or any of the equipment referred to in Schedule A or Schedule B or Clause 17.1 (Supply of Equipment) or Clause 18 (Issue of Authority Property). Without prejudice to the generality of Clause 10 (Provision and interpretation of information), except to the extent specifically provided in Clause 5.5 (Indemnity), the Authority shall not have any responsibility or liability to the Contractor or any other person with respect to:

(a) any liability or loss suffered which is caused directly or indirectly by reason of any of the provisions hereof;

(b) the design, construction, maintenance, operation or financing of the Secure Training Centre or any risks relating thereto; or

(c) any interruption or loss of business, anticipated profits or consequential damages.

30. AVAILABLE TRAINEE PLACES

30.1 For the purposes of obtaining a Permit to Use, a Trainee Place shall constitute an Available Trainee Place if:

(a) the Independent Engineer's Declaration for the Secure Training Centre has been obtained; and

(b) the Contractor has demonstrated to the reasonable satisfaction of the Authority that the Contractor can provide accommodation for a Trainee which meets in all material respects all the requirements of the Contract, including but not limited to:

(i) a physical environment which complies with Parts II and III and Schedules A, B and C of the Contract;

(ii) a regime which complies with Part V (other than Clause 43) and Schedule D (Parts 1 and 2) of the Contract;

(iii) a system of security which complies with Parts II, III and V and Schedules A, B, C and D of the Contract; and

(iv) the provision of properly trained and certified staff in compliance with Part V and Schedule D of the Contract.

For the avoidance of doubt, in determining compliance with Schedule A the Authority shall rely on the Independent Engineer's Declaration to the extent it addresses

compliance with Schedule A (except where deterioration to any part of the Secure Training Centre or the Site has occurred since the issue of the Engineer's Declaration which gives rise to non-compliance with any part of Schedule A).

30.2 For the purpose of entitlement to payment under Clause 49 (Payment to the Contractor), and without prejudice to the Authority's rights under Clause 48 (Performance Evaluation) or otherwise under or in respect of the Contract, a Trainee Place shall constitute an Available Trainee Place on a particular day if:

(a) the Secure Training Centre has previously received a Permit to Use; and

(b) throughout that day the Trainee Place complies with the requirements of Part 2 of Schedule D.

Notwithstanding Clause 30.2(b) a failure to comply with Part 2 of Schedule D at any point throughout the day shall not result in the Trainee Place becoming an Unavailable Trainee Place if and only if such failure is completely corrected (so that when corrected it operates in the way and manner intended by the Contract) within the Rectification Period for that requirement (if any) set out in Part 2 of Schedule D. Only one Rectification Period for each individual failure to comply with a requirement of Part 2 of Schedule D shall apply to that individual failure in the twenty four hour period commencing when the Rectification Period commences. If no Rectification Period is stated for a given requirement in Part 2 of Schedule D then this provision regarding rectification shall not apply to that requirement and a failure to meet that requirement shall not be capable of rectification.

The fact that the Independent Engineer's Declaration has been obtained does not of itself mean that a Trainee Place shall constitute an Available Trainee Place.

30.3 Subject to Clause 30.3a if at any time during the term of the Contract the Contractor has failed to satisfy Clause 30.2 (b) and the subsequent provisions of Clause 30.2 in relation to a Trainee Place that is not occupied because either the relevant Trainee has been removed from the Trainee Place or the Authority decides not to place a Trainee in such Trainee Place, the Authority shall be entitled to treat the Trainee Place as not being an Available Trainee Place until the day following the time it is notified in writing by the Contractor that the Trainee Place can comply with the requirements of Part 2 of Schedule D at which time the Authority shall treat the Trainee Place as an Available Trainee Place. On any particular day, such notification may not be given later than noon nor for more than 12 Trainee Places (or such greater number as the Contractor demonstrates to the reasonable satisfaction of the Authority that it is capable of accepting on that day).

30.3a If at any time during the term of the Contract the Contractor has failed to satisfy Clause 30.2 (b) and the subsequent provisions of Clause 30.2 in relation to a Trainee Place that has not had the Trainee occupying the Trainee Place removed, the Authority shall be entitled to treat the Trainee Place as not being an Available Trainee Place until the day following the day that the Trainee Place can comply with the requirements of Part 2 of Schedule D at which time the Authority shall treat the Trainee Place as an Available Trainee Place.

30.3A On each day that a Trainee Place is not an Available Trainee Place by virtue of the operation of Clause 30.2(b) and the subsequent provisions of Clause 30.2 the Authority may elect either:

(a) to remove the Trainee (if any) occupying such Trainee Place, or not to place a Trainee in such Trainee Place, and the Contractor shall not be entitled to any payment for such Trainee Place which shall be deemed to be an Unavailable Trainee Place for the purposes of paragraph 3 of Schedule G; or

(b) to leave the Trainee in such Trainee Place, or to place a Trainee in such Trainee Place, in which case the fee payable for such Trainee Place will be as specified at paragraph 6(b) of Schedule G.

30.4 The Contractor shall on each day following the commencement of the Full Operation Period produce the Daily Report, and deliver a copy thereof to the Monitor within 24 hours of producing the Daily Report.

30.5 Notwithstanding any other provision of this Clause but subject always to Clause 11.11 (Changes to Services) a Trainee Place shall not be an Available Trainee Place if the Contractor refuses to accept a Trainee to occupy such Trainee Place (unless a Permit to Use has not been issued in which case the Contractor shall be entitled to refuse to accept a Trainee for a Trainee Place). The Contractor agrees that it will not refuse to accept a Trainee for a Trainee Place (unless a Permit to Use has not been issued in which case the Contractor shall be entitled to refuse to accept a Trainee for a Trainee Place and subject always to Clause 11.11 (Changes to Services).

30.6 The Contractor shall inform the Authority (and shall record the same in the Daily Report) promptly if any event occurs which renders an Available Trainee Place no longer an Available Trainee Place, for whatever reason.

30.7 Nothing in this Clause shall relieve the Contractor of its responsibilities to operate the Secure Training Centre in accordance with the terms of the Contract.

30.8 The Contractor shall inform the Authority (and shall record the same in the Daily Report) immediately any event occurs which renders an Available Trainee Place no longer an Available Trainee Place, for whatever reason.

30.9 (a) In the event that an Available Trainee Place (an **"Original Trainee Place"**) ceases to be an Available Trainee Place, a Substitute Place may at the election of the Contractor be utilised as a Trainee Place instead of such Original Trainee Place (which shall cease to be a Trainee Place for the purposes of the Contract for so long as a Substitute Place is an Available Trainee Place).

PROVIDED THAT prior to any Substitute Place being so utilised:

(A) the Contractor shall have (x) notified the Monitor (or in his absence, any person carrying out the duties of a Monitor) of the Contractor's proposal to utilise the Substitute Place (which shall be specified) as a Trainee Place, and (y) confirmed to the Monitor (or any such person carrying out the duties of a Monitor) that the Substitute Place satisfies each of the requirements of paragraph 3 of Part 4 of Schedule D. Such notification and confirmation (the **"Contractor's Substitute Place Notice"**) shall be given in writing to the Monitor (or any such person carrying out the duties of a Monitor) and shall be effective on actual receipt by the Monitor (or any such person carrying out the duties of the Monitor). If neither the Monitor nor any person carrying out the duties of a Monitor shall be present at the Secure Training Centre such Contractor's Substitute Place Notice may instead be given orally by telephone to the Monitor (or any such person carrying out the duties of a Monitor) but a Contractor's Substitute Place Notice given orally shall only be effective if (aa) the

Monitor (or any such person carrying out the duties of a Monitor) is the immediate recipient, (bb) the Contractor records in writing at the time of giving such Contractor's Substitute Place Notice that such notice has been given and the manner in which it has been given and (cc) such Contractor's Substitute Place Notice is confirmed in writing by the Contractor (in the manner described above) immediately upon the return of the Monitor (or such person carrying out the duties of a Monitor) to the Secure Training Centre; and

(B) the Monitor (or any such person carrying out the duties of a Monitor) shall have notified the Duty Director (as defined in Schedule D) in writing (a "**Monitor's Acceptance Notice**") within 2 hours of receipt of the said Contractor's Substitute Place Notice that he is satisfied that each of the requirements of Part 4 of Schedule D have been satisfied in respect of such Substitute Place. A Monitor's Acceptance Notice shall be effective on actual receipt by the Duty Director. If a Monitor's Acceptance Notice is not received by the Duty Director within the said period of 2 hours it shall be deemed to have been given unless the Monitor (or any such person carrying out the duties of a Monitor) shall have given notice in writing to the Duty Director (or, if he is not present a senior member to the Duty Director (or, if he is not present, a senior member of the Operating Sub-contractor's staff), effective on actual receipt, that the Monitor (or any such person carrying out the duties of a Monitor) is not satisfied that each of the requirements of Part 4 of Schedule D have been satisfied in respect of such Substitute Place (a "**Monitor's Rejection Notice**").

If a Monitor's Rejection Notice has been given, such Substitute Place shall not be utilised as a Trainee Place until such time as the Contractor has demonstrated to the reasonable satisfaction of the Monitor (or any such person) that the requirements of Part 4 of Schedule D have been satisfied in respect of such Substitute Place. If a Monitor's Acceptance Notice has been deemed to be given in accordance with sub-paragraph (B) of this paragraph (a), then if subsequently the Monitor (or any such person carrying out the duties of a Monitor) issues a Monitor's Rejection Notice in respect of such Substitute Place, such Substitute Place shall immediately cease to be utilised as a Trainee Place until such time as the Contractor has demonstrated to the reasonable satisfaction of the Monitor (or any such person) that the requirements of Part 4 of Schedule D are satisfied in respect of such Substitute Place.

Where in respect of a Substitute Place a Contractor's Substitute Place Notice has been issued on or after 10.00 p.m. on any day then unless a Monitor's Rejection Notice has been given in respect of such Substitute Place by 11.59 p.m. on that day or is thereafter given at any time in respect of such Substitute Place, such Substitute Place shall (if it would have been occupied immediately by a Trainee were it to have been utilised as a Trainee Place) for the purpose of entitlement to payment under Clause 49 (Payment) be deemed to be an occupied Trainee Place (without prejudice to the Authority's rights under or in respect of the Contract) as at 11.59 p.m. on that day.

(b) The Substitute Place so utilised in accordance with paragraph (a) above will cease to be a Trainee Place upon the said Original Trainee Place satisfying all the provisions of the Contract for an Available Trainee Place (and without prejudice to Clause 7 (Liability for Loss and Damage) the Contractor shall take all necessary steps to reinstate as an Available Trainee Place the said Original Trainee Place as soon as reasonably practicable after it ceased to be an Available Trainee Place.

(c) For the avoidance of doubt, a Substitute Place which is utilised by the Contractor as a Trainee Place in accordance with this Clause 30.9 shall not constitute an Available Trainee Place for the purposes of the Contract unless all the requirements of Clause 30.2(a) and (b)(i) for a Trainee Place to constitute an Available Trainee Place are satisfied in respect of such Substitute Place.

30.10 Without prejudice to Clause 11.10, in the event that Secure Training Orders are generally abolished, suspended or revoked, a place shall continue to qualify as an, and the Authority shall continue to make payments (in the manner prescribed in the Contract and subject to any rights of withholding, deduction or set-off of the Authority in accordance with the Contract) for each, Available Trainee Place that meets all the requirements of Clause 30.1(a) and (b)(i) to constitute an Available Trainee Place.

31. TIMETABLE FOR PERMIT TO USE

31.1 Subject to Clause 31.5, a minimum of 30 days prior to the date (the "**Contractor's Full Quota Notice Date**") when the Contractor considers it can first provide the Full Quota at the Secure Training Centre the Contractor shall give written notice to the Authority of such opinion specifying the Contractor's Full Quota Notice Date.

31.2 When so notified, the Authority and such other persons as the Authority may specify, shall carry out inspections of the Secure Training Centre for the purpose of issuing a Permit to Use.

31.3 The Authority shall issue a Permit to Use before the Contractor's Full Quota Notice Date (with an effective date on the Contractor's Full Quota Notice Date) unless in the opinion of the Authority (acting reasonably):

(i) the provision of a Trainee Places does not comply with the requirements set out in Clause 30.1 (a) and (b) (Available Trainee Places), in which case the Authority shall provide the Contractor with a written record of the reasons why it does not so comply; or

(ii) Clause 23.5 (Preparation for Operation of the Secure Training Centre) has not been satisfied, in which case the Authority shall provide the Contractor with a written record of the reasons why it is not satisfied.

31.4 In the event that:

(i) the Authority fails to issue a Permit to Use with an effective date on or before the Contractor's Full Quota Notice Date; and

(ii) the Authority fails to provide the Contractor with a written record under Clause 31.3 before the Contractor's Full Quota Notice Date;

then if, but for the Authority's failure as set out in (i) or (ii) above (which failure shall for the avoidance of doubt be a breach by the Authority of its obligations under the Contract)**,** at the Contractor's Full Quota Notice Date the Contractor would have provided the Full Quota at the Secure Training Centre, then for the sole purposes of Clauses 27 (Liquidated Damages) and 45 and 46 (Pricing Mechanisms) and Clause 52 (Default by the Contractor) (but for no other purposes but without prejudice to the Authority's obligation to indemnify the Contractor against Losses pursuant to Clause 5.5 (Indemnity)) as from the Contractor's Full Quota Notice Date the Contractor shall be treated as providing the Full Quota until such time as either the Authority issues a Permit to Use in respect of the Secure Training Centre or the Authority provides the Contractor with a written record in accordance with Clause 31.3.

31.5 Where the Authority refuses to issue a Permit to Use, and a written record of the reasons has been provided to the Contractor in accordance with Clause 31.3, the

Contractor shall comply with the requirements of this Clause 31 and Clauses 29 (Permit to Use) and 30 (Available Trainee Places) when again seeking a Permit to Use, save that the notice period specified in Clause 31.1 shall be 14 days instead of 30 days but the Authority shall respond as soon as reasonably practicable within the notice period, taking into account any reasons for any such refusal.

31.6 The Authority shall consider any request for a Permit to Use as soon as reasonably practicable following receipt by the Authority of the Contractor's notice under Clause 31.1 (having regard to such information as the Authority shall consider necessary or desirable to obtain from any other person in connection with such application), and without prejudice to the foregoing the Authority shall notify the Contractor as soon as reasonably practicable after becoming aware that any such request is not complete in a material respect.

32. PHASE-IN PERIOD

32.1 The Phase-in Period shall be a period of 63 days immediately following the Full Operation Date.

32.2 During the Phase-in Period the number of Trainees which may be assigned by the Authority to the Trainee Places at the Secure Training Centre at any one time shall not (unless otherwise agreed in writing by the Authority and the Contractor) exceed the maximum number of Trainees as specified in the Phase-in Timetable. The Authority shall not grant the Contractor any extension of the Phase-in Period.

PART V - OPERATION

33. CONDUCT OF THE OPERATION

33.1 The Contractor shall be responsible for the operation and maintenance of the Secure Training Centre, and shall do so subject to the terms and specifications of the Contract, and in accordance with and by virtue of the Authority's powers under the 1994 Act.

33.2 The Contractor shall at all times operate the Secure Training Centre in accordance with all relevant provisions of Legislation including but not limited to the 1994 Act, the Prison Act 1952 and the STC Rules.

33.3 Without prejudice to Clause 33.2 the Contractor shall operate the Secure Training Centre in accordance with the terms of Schedule D. For the avoidance of doubt, if there is any conflict between the terms of Schedules D and E and any Legislation, the requirements of the relevant Legislation shall prevail (but without prejudice to the provisions of Clause 11.7 (Change to Services Required)).

34. THE DIRECTOR

34.1 The Contractor will note Section 8 of the 1994 Act.

34.2 The appointment of the Director of the Secure Training Centre, the terms of such appointment and any variation or amendment thereto at any time after such appointment shall be subject to the approval of the Authority and to his certification

as a Custody Officer under the provisions of Section 8 of and in accordance with Section 12 of and Schedule 2 to the 1994 Act.

34.3 The Contractor will inform the Authority of the name of the person proposed as Director in accordance with Clause 23 (Preparation for Operation of the Secure Training Centre) save that the Contractor may provide the Authority with alternative candidates for the post of Director if it so wishes, specifying, in the case of more than one such candidate, their priority of appointment. The Authority may accept or reject the proposal as it thinks fit. The Contractor shall submit to the Authority such particulars of the proposed Director and each alternative candidate as the Authority may require in order to approve the said appointment. The Authority will consult with the Contractor with respect to any such nominee and if a Contractor's nominee is rejected by the Authority, the Authority shall provide reasons for the rejection, and the Contractor shall nominate a new candidate for the Authority's approval in the same manner as the earlier nomination.

34.4 During the term of the Contract the Director will be an employee of the Contractor or the Operating Sub-contractor. Any change to the person occupying the position of Director must be approved by the Authority before being effected.

34.5 The Contractor shall ensure that any person required to exercise the powers of the Director, by reason of the Director's absence for whatsoever reason, will be subject to the same terms of approval and appointment as specified in this Clause.

35. CUSTODY OFFICERS

35.1 The Contractor will note Section 9 of the 1994 Act.

35.2 All persons carrying on Custodial Duties at the Secure Training Centre shall first be required to be certified as Custody Officers by the Authority and the Crown as required by Section 8 of and in accordance with Section 12 of and Schedule 2 to the 1994 Act.

35.3 Subject to Clause 36.7 the Contractor shall provide training for all persons it wishes to engage as Custody Officers, such training to be approved by the Authority (acting reasonably) and to contain the Authority's core training requirements as set out in Appendix 7 of Schedule D. Representatives of the Authority may observe the conduct of such training from time to time as it thinks fit.

35.4 All applications for certification as a Custody Officer shall be made by the individual applicant on the Authority's forms. The Contractor may forward the said application to the Authority or the individual applicant may submit the application independently. Without prejudice to the Authority's right to refuse certification, no application for certification as a Custody Officer will be granted by the Authority unless and until the individual applicant has completed and passed the Contractor's training as described at Clause 35.3.

35.5 No person may be employed in the capacity of a Custody Officer if his certification has been revoked or during any period when his certificate is suspended or is otherwise no longer in force. The Contractor shall (or shall procure that the Operating Sub-contractor shall) notify the Authority immediately of any behaviour of a Custody Officer which comes to his attention and casts doubt upon his fitness for certification as a Custody Officer. Such notification will not absolve the Contractor of its

responsibilities under the Contract to ensure the security of the Secure Training Centre and the safety of Trainees.

35.6 The Contractor shall ensure that all Custody Officers shall carry out their duties. The Contractor shall operate contingency plans in accordance with Schedule E.

36. STAFF

36.1 The Contractor shall be responsible for the recruitment, training, and provision of suitable Staff, and all members of staff shall receive proper training in their functions and duties and such training shall be subject to approval by the Authority (such approval not to be unreasonably withheld or delayed).

36.2 All members of staff who are not required to be certified as Custody Officers under Clause 35 (Custody Officers) shall be approved by the Authority for the purpose of their function or duty (such approval not to be unreasonably withheld or delayed). The Authority's approval must be obtained prior to any member of staff commencing work at the Secure Training Centre. The Contractor shall provide to the Authority such details of the said members of staff as may be required by the Authority for the purposes of approval unless such information is withheld by the Contractor on reasonable grounds (in which case the Contractor shall promptly notify the Authority in writing of the nature of the information it is withholding and the reason for withholding the same). Where the Authority gives its approval, the approval shall continue in force until such date or the occurrence of such event as may be specified in the approval. Nothing in this sub-clause shall require the Contractor to obtain the Authority's approval for persons engaged upon the design and construction of the Secure Training Centre except where such persons are engaged on matters relating to the security of the Secure Training Centre, and the Authority may exempt other categories of staff from the requirements of this sub-clause if it so chooses.

36.3 If, in the reasonable opinion of the Authority, any member of staff is guilty of misconduct or is incapable of efficiently performing his duties or it is not in the public interest for a person to be employed in the Secure Training Centre, the Contractor shall refuse the admittance of such person to the Secure Training Centre once informed by the Authority of its opinion, and shall, without delay, on being required to do so, remove such person from the Secure Training Centre, and will cause the work to be performed by such other person as may be deemed necessary. If the Contractor fails to comply with any such requirement or delays in doing so the Authority may employ such other person as may be deemed necessary for the purpose of carrying out the work, and any additional costs thereby incurred shall be a debt due from the Contractor to the Authority.

36.4 The Contractor shall provide all Staff with the operating and procedural instructions prepared in accordance with Clause 23 (Preparation for Operation of the Secure Training Centre) which are relevant to them, and all Staff shall be provided with any revised or amended operating and procedural instructions which are relevant to them which may be issued during the term of the Contract.

36.5 The Contractor shall ensure that all Staff are under an obligation of confidence owed not only to the Contractor but also to the Authority not to disclose any information acquired during the course of their employment or engagement otherwise than in the proper discharge of their duty or as authorised in writing by the Authority, and shall provide in the terms of the Sub-contracts that the Sub-contractors will undertake in the same terms to the Authority as the provisions of this Clause 36.5.

36.6 The Contractor will note and comply with the provisions of Section 10 (3) (c) of the 1994 Act. The Contractor shall ensure the inclusion in the contract of employment of any member of staff a condition requiring the said member of staff to co-operate with any governor who may be appointed to the Secure Training Centre under the terms of Section 10 (2) of the 1994 Act.

36.7 In the event that the Contractor wishes to engage a Custody Officer or other member of staff who has been approved and/or certificated by the Authority in relation to another secure training centre and provided that the terms of the said approval or certificate are such as to permit the proposed engagement by the Contractor, the Contractor shall inform the Authority of the name of the said person prior to the commencement of his or her work at the Secure Training Centre.

36.8 The Contractor shall maintain sufficient Staff to carry out the provisions of the Contract, including the provision of cover for annual and sick leave or other absence, including emergencies.

36.9 The Contractor shall provide written job descriptions, staff record systems, and a performance evaluation plan which shall be available for inspection by the Authority. All Staff shall be provided with written job descriptions before beginning work in the Secure Training Centre. Job descriptions shall be amended as necessary and reissued to the Staff concerned after each amendment.

36.10 The Contractor shall ensure that members of Staff (to include Custody Officers, the Director and other senior management of the Secure Training Centre) with sufficient authority to take decisions necessary for the proper operation of the Secure Training Centre, shall be available 24 hours a day 365 (or 366 in a leap year) days a year throughout the Contract Term.

36.11 The Contractor shall ensure that a member of the senior management of the Contractor's and the Operating Sub-contractor's organisation, as distinguished from the senior management of the Secure Training Centre, is contactable by the Authority 24 hours a day 365 (or 366 in a leap year) days a year throughout the Contract Term. The Authority shall be kept informed of the procedures by which this obligation shall be performed, and shall agree all such procedures, and require such amendments as it thinks fit (acting reasonably).

36.12 If, during the operation of the Secure Training Centre, the Contractor or a Sub-contractor wishes to engage a new member of Staff, and such person has not been the subject of prior approval or certification for the relevant function or duty in accordance with this Clause, Clause 34 (The Director) or Clause 35 (Custody Officers), or such certification or approval has lapsed, the Contractor shall not permit the said person to commence work at the Secure Training Centre until the Authority has been provided with the information required by this Clause, Clause 34 or Clause 35 and has given the requisite approval or certification.

36.13 The Contractor shall be entirely responsible for all aspects, including costs, of the employment or engagement of the Staff including, without limitation, for the termination of the contract of employment of any of the Staff and of any contract for services relating to any of the Staff (including without limitation any redundancy or other termination payment which may arise), whether such costs arise in relation to the expiry or termination of the Contract or otherwise. In the event of the Authority

exercising its right under Clause 56 (Voluntary Termination by the Authority) to terminate the Contract, the provisions of Schedule K shall apply.

36.14 Without prejudice to Clause 36.13, the Contractor shall at all times indemnify and keep indemnified the Authority against all Losses suffered or incurred by the Authority either during the Contract Term in connection with or arising out of the employment or engagement of any of the Staff by the Contractor or any Sub-contractor. The maximum amount payable under this indemnity shall be subject to the limits set out in Clause 5.4 (Indemnity).

36.15 The Authority shall endeavour to consider all applications for approval or certification pursuant to Clauses 34 (The Director) or 35 (Custody Officers) (or, as the case may be, 40.2 (Escort Duties)) or this Clause 36 as soon as reasonably practicable following receipt by the Authority of the same (having regard to such information as the Authority shall consider necessary or desirable to obtain from any other person in connection with any such application), and without prejudice to the foregoing the Authority shall notify the Contractor as soon as reasonably practicable after becoming aware that any such application is not complete in a material respect.

37. THE MONITOR

37.1 The Contractor will note and comply with the provisions of Section 8 of the 1994 Act.

37.2 Subject to Clause 42.1, the Monitor shall be allowed unrestricted access to the Secure Training Centre at all times of day, and shall be provided with accommodation in accordance with Clause 15.5 (Facilities to be provided by Contractor). In accordance with Section 8 (4) of the 1994 Act the Contractor shall do all that it reasonably can to facilitate the exercise by the Monitor of his functions.

37.3 The Authority shall, so far as it is able, procure the performance by the Monitor of his statutory duties.

38. VISITORS

38.1 If during the operation of the Secure Training Centre the Contractor engages an independent contractor (being neither an employee of the Contractor nor a Sub-contractor) to perform works or services on the Site, the Contractor shall ensure:

(i) that the said independent contractor is escorted at all times by a Custody Officer whilst visiting the Site; or

(ii) that the said independent contractor is approved by the Authority (such approval not to be unreasonably withheld) prior to commencing any work or service on the Site.

The Contractor will provide the Authority with such information as it may require for the purposes of Clause 38.1 (ii).

38.2 Where the Contractor invites or knowingly permits any person onto the Site, for whatsoever reason (including but not limited to any person visiting a Trainee), and that person is not a person certified or approved by the Authority within the meaning of Clauses 35 (Custody Officers) or 36 (Staff), the Contractor shall ensure that the requirements of the STC Rules are complied with at all times and that such person

does nothing to breach the security and safety of the Secure Training Centre or any Trainee.

38.3 The Contractor shall be responsible for the safety and protection of all visitors to the Secure Training Centre and for the maintenance of security in the Secure Training Centre when visitors are permitted access onto the Site, for whatever purpose except when any governor has been appointed under Section 10 of the 1994 Act.

39. POST-RELEASE SUPERVISION

39.1 The Contractor will note the provisions of the 1998 Act.

39.2 The Contractor shall ensure that the relevant manager of the Youth Offending Team (as defined in Schedule D) is contacted as soon as possible following admission of the Trainee to the Secure Training Centre and in any event before the expiry of the 10 day period allowed for production of the initial assessment and Training Plan.

39.3 The Contractor shall comply with all reasonable requirements of access and information by a post-release supervisor for the purpose of his entering upon the Site and supervising the Trainee for whom he has responsibility.

39.4 The Contractor shall do nothing to impede the performance of any contract or other arrangement of which it is aware which may exist from time to time between the Authority and any other person for the provision of post-release supervision.

39.5 If so requested, whether by the Authority or by a provider of post-release supervision, the Contractor shall give assistance to any person providing post-release supervision within the Secure Training Centre if the safety or the security of the Secure Training Centre or a Trainee is at risk.

39.6 Without prejudice to Clause 68 (Confidential Information and Use of Documents), the Contractor shall provide so far as permitted by any applicable law to any post-release supervisor, at no cost, any and all information and copies of all documents in his possession which relate to a Trainee for whom the post-release supervisor has responsibility. The Contractor shall ensure that any and all Sub-contractors comply with this obligation.

40. ESCORT DUTIES

40.1 The Contractor shall be responsible for the escort of any Trainee (or for procuring the same) at no additional cost to the Authority, for the purpose of:

(i) an emergency or pre-arranged visit outside the Secure Training Centre for medical or dental treatment; or

(ii) a pre-arranged visit outside the Secure Training Centre as part of a Trainee's Training Plan; or

(iii) total or partial evacuation of the Secure Training Centre, in accordance with the procedures set out in Schedule E;

and such escort responsibilities, together with any escort arrangements by the Contractor pursuant to Clause 40.4, are hereinafter referred to as the "**Escort Duties**" provided that where such Escort Duties are for more than 24 hours duration the

Authority shall upon reasonable notice from the Contractor substitute the Contractor with its supplier of external escort services within such 24 hour period as is reasonably practicable. The Escort Duties shall be the Contractor's only responsibility under the Contract for arranging the escort of any Trainee.

40.2 The Contractor shall:

(i) ensure that all persons performing Escort Duties have been certified as Custody Officers in accordance with Section 12 of and Schedule 2 to the 1994 Act, and such certification shall be expressly for the purpose of performing Escort Functions. For the avoidance of doubt, a person may apply for certification as a Custody Officer for the purpose of performing Custodial Duties or Escort Functions or both (and the provisions of Clauses 35.4, 35.5 and 35.6 (Custody Officers) shall apply equally to any such Custody Officer save that in the case of Escort Functions the reference in Clause 35.4 to Clause 35.3 shall be deemed to be a reference to Clause 40.2(iii));

(ii) ensure that it complies with all rules, regulations, directions or circulars issued from time to time pursuant to the 1994 Act or any other Legislation on the conduct of escorts for Trainees or which otherwise concern or affect the Escort Duties; and

(iii) provide training for all persons it wishes to engage as Custody Officers to perform Escort Functions, such training to be approved by the Authority (acting reasonably) and to contain the Authority's core training requirements as set out in Appendix 7 of Schedule D. Representatives of the Authority may observe the conduct of such training from time to time as it thinks fit.

40.3 Save for the Escort Duties, and to the extent permitted by law, the Authority shall be responsible for providing or procuring any and all escorts necessary for the custody of any Trainee outside the Secure Training Centre both at the commencement and/or completion of the Trainee's detention at the Secure Training Centre and during the Trainee's detention at the Secure Training Centre. The Contractor shall co-operate with any person performing such escort on behalf of the Authority, subject at all times to the maintenance of the security and control of the Secure Training Centre.

40.4 Where the Contractor considers that it is in the best interests of a Trainee to be accompanied by a member of staff on an escort outside the Secure Training Centre, and that escort does not fall within the Escort Duties specified in Clause 40.1, then, subject to the agreement of the Authority (not to be unreasonably withheld), the Director shall make arrangements for the escort of the Trainee to be performed by a member of staff, at no additional cost to the Authority.

40.5 The Contractor shall provide to the Authority details of its procedures for performing the Escort Duties and for co-operating with other persons providing escort services in relation to Trainees, in accordance with Schedule D, pursuant to Clause 23 (Preparation for Operation of the Secure Training Centre).

41. USE OF TRAINEES

No Trainee shall be required or permitted to perform any work or service where such work or service constitutes an obligation placed upon the Contractor by the Contract, and there shall be no substitution of the labour of Trainees for the labour of members

of staff, Sub-contractors or independent contractors, unless the work, service or labour in question is part of the Training Plan for the Trainee.

42. MONITORING, INSPECTION AND ACCESS

42.1 The Contractor shall permit the Monitor and/or any representative of the Authority and any statutory or regulatory body or properly interested body, including relevant international bodies, to inspect, or arrange for the inspection of, the Site or the Secure Training Centre, as any of the same may from time to time require and will otherwise co-operate with the same. The aforesaid rights of access and inspection shall be exercisable from the Date of Contract and for any purpose. Such inspections may take place without prior notice. The Monitor and/or any representative of the Authority and any statutory or regulatory body or properly interested body, including relevant international bodies shall be subject to the Contractor's search procedures and shall be subject to applicable Legislation including, but not limited to, the STC Rules.

42.2 (a) Subject to the Contractor's security and operational requirements the Contractor shall permit or arrange access to any independent person appointed in accordance with the STC Rules.

(b) Subject to the Contractor's security and operational requirements and to reimbursement of any reasonable costs, expenses or damages incurred in relation to the Site or the Secure Training Centre which are caused by such Person, the Contractor shall permit or arrange access to any other person (not being a Person within Clause 42.1 or Clause 42.2(a)) notified to it by the Authority.

42.3 The Contractor shall render such reports about the operation of the Secure Training Centre, in such form and at such frequency, as the Authority may reasonably require. Without prejudice to the foregoing and any other provision of the Contract, the Authority may require periodic reviews of the Contractor's operating procedures, emergency and contingency procedures, public relations procedures, and staff handbook. In order to carry out such reviews, the Authority may require the aforesaid procedures to be put into operation by the Contractor in order to test their effectiveness. Such a requirement will not be invoked so as to compromise the security or control of the Secure Training Centre. The Authority may require the Contractor to make such alterations or amendments to the said procedures and staff handbook as the Authority may think fit, save that where such alterations or amendments require or amount to an amendment or alternation to the extent of any obligation to be met by the Contractor under the Contract, or an addition to the obligations of the Contractor under the Contract, Clause 11 (Changes to Services Required) shall apply. Any dispute between the Parties as to whether Clause 11 (Changes to Services Required) shall apply shall be agreed or determined in accordance with Clause 82 (Dispute Resolution).

42.4 The Authority may carry out audits of the security of the Site periodically and the Contractor shall supply any information requested for that purpose to the Authority.

42.5 The Authority shall at its discretion (not to be unreasonably exercised) conduct inspections of the Secure Training Centre to ascertain the number of Available Trainee Places for the purpose of Clauses 45 and 46 (Pricing Mechanisms). Representatives of the Authority may carry out the said inspections without giving prior notice to the Contractor. The right to conduct such inspections is without prejudice to the obligation of the Contractor to inform the Authority in the event of a

place becoming an Unavailable Trainee Place under Clause 30 (Available Trainee Places).

43 TUPE

43.1 Unless otherwise agreed by both Parties, the Contractor and the Authority acknowledge that their intention is that the Staff shall be dealt with on the basis that the Transfer of Undertakings (Protection of the Employment) Regulations 1981 (**TUPE**) (as amended or replaced) will apply at the expiry or on the termination of the Contract. The Parties agree that if for any reason TUPE shall not apply or if TUPE shall have been repealed without being replaced, the Parties will as between themselves (but provided that the Authority shall procure that any successor to the Contractor in respect of the Secure Training Centre (other than the Authority) shall be bound by the same agreement and intent) procure that the Staff are dealt with as if TUPE (in the form it then is, or if repealed without replacement, it was in when last in force) applied.

43.2.1 During the period of eighteen months preceding the expiry of the Contract or at any other time as directed by the Authority or after the Authority has given notice to terminate the Contract, the Contractor shall (subject to its obligations under the Data Protection Act and guidance and/or codes of practice issued thereunder by the Information Commissioner):

(a) use reasonable endeavors to fully and accurately disclose to the Authority the information listed in Part 1 of Schedule V relating to personnel who are engaged in providing the services under the Contract; and

(b) permit the Authority to use the information to inform any tenderer bidding for any services which are substantially the same type of services as provided by this Contract provided that, prior to doing so, any such tenderer shall have executed in writing a confidentiality undertaking in favour of the Contractor.

43.2.2 During the period of six months preceding the expiry of the Contract, or after the Authority has given notice to terminate the Contract, the Contractor shall provide all reasonable assistance and facilities to the Authority, or any prospective employer of the said personnel as the Authority may determine, to include the communication with and meeting of those personnel whom the Contractor reasonably believes may be involved in any TUPE transfer and their trade union or other employee representatives when and where the Authority may reasonably determine, solely for the purpose of facilitating the transfer of any Staff to the Authority or such a prospective employer under TUPE. The Contractor shall be consulted in good time on the content of any communications to its Staff proposed to be made. The Authority shall not require any assistance, facilities, communication or meeting which may reasonably be expected to materially interfere with the efficient operation of the Secure Training Centre The Authority will provide or will procure that the prospective employer will provide to the Contractor, in sufficient time before any TUPE transfer to enable the Contractor to consult with the appropriate representatives of the Staff who may transfer, all information about the measures which it envisages it will, in connection with the transfer, take in relation to the Staff or, if it envisages that no measures will be taken, confirmation of that fact.

43.3 During the period of three months preceding the expiry of the Contract or at any time as directed by the Authority after the Authority has given notice to terminate the Contract, the Contractor shall (subject to its obligations under the Data Protection Act

and guidance and/or codes of practice issued thereunder by the Information Commissioner):

(a) use reasonable endeavors to fully and accurately disclose to the Authority the information listed in Part 2 of Schedule V which relates to its employees who are engaged in providing the services under the Contract; and

(b) permit the Authority to use the information to inform any prospective employer about its prospective employees provided that, prior to doing so, the prospective employer shall have executed in writing a confidentiality undertaking in favour of the Contractor.

43.4.1 From the earlier of the date eighteen months prior to the Expiry Date and the date of being given notice of the Authority's intention to re-tender the services being performed under the Contract (and the Operating Sub-Contract) and the date the notice terminating the Contract (and the Operating Sub-Contract) for whatever reason has been given, the Contractor shall not (and shall ensure that the Operating Sub-contractor shall not) without the prior written agreement of the Authority:

(a) materially amend the rates of remuneration, hours to be worked, or holiday entitlement of any employee performing any part of the Services;

(b) remove or replace any employee providing any part of the services under this Contract (and the Operating Sub-Contract) or engage or deploy any person other than those already providing services under the Contract (and the Operating Sub-Contract) to perform the services;

(c) make or propose any material changes to the terms or conditions of employment in respect of any employee performing any part of the Services;

(d) give notice to or terminate the employment of any employee performing any part of the Services (save in respect of gross misconduct, in which event the Contractor shall inform the Authority forthwith).

43.4.2 Agreement by the Authority in respect of (a), (b), (c) and (d) above shall not be unreasonably withheld or delayed.

43.4.3 The Contractor shall indemnify the Authority and keep the Authority fully indemnified against all Losses incurred by the Authority arising from any change or proposed change to any of the terms and conditions of employment of any of the employees as set out in Clause 43.4.1 other than those which have been agreed to or requested by the Authority. The maximum amount payable under this indemnity shall be subject to the limits set out in Clause 5.4 (Indemnity).

43.5 All salaries and other emoluments (but excluding leave entitlement) including tax and national insurance payments, contributions to retirement benefit schemes, allowances, expenses and bonus and commission payments relating to employees providing services under the Contract and appertaining to the period up to the expiry or termination of the Contract (and the Operating Sub-Contract) shall be discharged by the Contractor and all necessary apportionments shall be made. The Contractor shall indemnify the Authority against all Losses arising from the Contractor's failure to so discharge. The maximum amount payable under this indemnity shall be subject to the limits set out in Clause 5.4 (Indemnity).

43.6 Within 14 days prior to the Transfer Date the Contractor shall provide to the Authority and the New Contractor a complete and accurate list of all Transferring Employees expected to transfer on the Transfer Date and shall use its reasonable endeavours to provide the Authority with any changes to such list as soon as reasonably practicable.

43.7 Within 14 days following the Transfer Date, the Contractor shall provide to the Authority and the New Contractor in writing Final Pay Details of the Transferring Employees.

43.8 From the date of being given notice of the Authority's intention to re-tender the Services being performed under the Contract (and the Operating Sub-Contract) or where notice terminating the Contract and Operating Sub-Contract has been given, the Contractor shall (and shall ensure that the Operating Sub-Contractor shall) promptly notify the Authority;

(a) of the period of notice of termination of employment necessary to be given by the Contractor or received from any employee performing any part of the Services regardless of when such notice is to take effect;

(b) of the termination, for whatever reason of the employment of any employee performing any part of the Services; and

(c) of any other material change to any employee performing part of the Services and their terms or conditions of employment, the information set forth in Part 2 of Schedule V and the Relevant Personnel Documentation.

43.9 The Contractor warrants that it shall satisfy and shall indemnify the Authority against all Losses arising from its failure to satisfy all of its obligations up to the Transfer Date in respect of all salaries and other emoluments, tax and national insurance payments, contributions to retirement benefit schemes and bonus arrangements in respect of each Transferring Employee provided that (i) where the same are due to be paid before the Transfer Date in respect of the period after the Transfer Date, the same shall be paid by the Contractor who shall forthwith on demand be indemnified in respect thereof by the Authority and (ii) where the Transferring Employees are to be paid after the Transfer Date in respect of the period up to and including the Transfer Date the Authority forthwith on demand shall be indemnified by the Contractor in respect of this payment. The maximum amount payable under this indemnity shall be subject to the limits set out in Clause 5.4 (Indemnity).

43.10 In respect of the termination or expiry of the Contract, the Contractor shall indemnify and keep the Authority indemnified in respect of all and any Losses whatsoever suffered or incurred by the Authority or the New Contractor by reason of any proceeding, claim or demand arising out of or in connection with:

(a) any claim against the Authority or the New Contractor by any Transferring Employee included on the list provided in accordance with Clause 43.6 so far as it relates to any act or omission of the Contractor prior to the Transfer Date;

(b) any claim against the Authority or the New Contractor by any Transferring Employee whose name is not included on the list (as updated pursuant to Clause 43.6) provided by the Contractor pursuant to Clause 43.6;

(c) any claim against the Authority or New Contractor by any person who is not a Transferring Employee that they were employed immediately prior to the Transfer Date in the provision of the Services and that accordingly their employment has transferred to the New Contractor provided that the New Contractor terminates their employment within 10 days of becoming aware of that person's claim; and

(d) any claim or proceeding by any Trade Union appropriate representative as defined within Regulation 11A of TUPE or any employee representative brought against the Authority in respect of any employee employed in the provision of the Services under Regulation 11 of TUPE, save where the claim or proceeding is attributable to the default of the Authority or the New Contractor

The maximum amount payable under this indemnity shall be subject to the limits set out in provided in Clause 5.4 (Indemnity).

43.11 The Contractor shall on the expiry or termination of the Contract (as the case may be):

(a) subject to its obligations under the Data Protection Act 1998 and provided the Authority with the employment information in relation to the Transferring Employees set out in paragraphs 1.1 and 1.2 of Schedule W; and

(b) subject to its obligations under the Data Protection Act 1998 and guidance and/or codes of practice issued thereunder by the Information Commissioner, provide the Authority with a copy of the employment records of the Transferring Employees in respect of matters set out in paragraphs 1.1 and 1.2 of Schedule W so far as relevant and not excessive to the new employment relationship.

43.12 The Contractor shall on the expiry or termination of the Contract (as the case may be):

(a) warrant to the Authority that the information provided pursuant to Clause 43.11 (a) is accurate and complete in all material respects;

(b) warrant to the Authority in the terms set out in paragraphs 1.2 to 1.4 of Schedule W

Provided that such warranties are given subject to matters disclosed in writing to the Authority and provided further that:

(i) no claim shall be made under such warranties unless the amount of the claim exceeds (Indexed for Inflation in accordance with Clause 1.2(c)) and, when aggregated with the amount of any other claims (exceeding Indexed for Inflation in accordance with Clause 1.2(c)) made under such warranties, exceeds (Indexed for Inflation in accordance with Clause 1.2(c));

(ii) the liability of the Contractor in respect of such warranties shall be limited as provided in Clause 5;

(iii) all liability of the Contractor in respect of such warranties shall cease 6 months after the expiry or termination of the Contract, as the case may be.

43.13 For the purposes of this Clause 43:

Final Pay Details means in respect of each of the Transferring Employees the following: copy pay slip data for the final month, cumulative pay for tax and pension purposes, cumulative tax paid, tax code, voluntary deductions from pay, bank/building society account details for payroll purposes;

Transfer Date means the date of termination or expiry of the Contract;

Transferring Employees means those employees of the Contractor who are at the Transfer Date employed under a contract of service or apprenticeship or otherwise in the relevant part of the undertaking which transfers on the termination or expiry of the Contract pursuant to TUPE or the Acquired Rights Directive EEC 2001/23, as amended or otherwise to the New Contractor;

Relevant Personnel Documentation means all written contracts of employment or written particulars thereof, staff manuals or handbooks and agreements (including collective agreements) that relate to the Transferring Employees' terms and conditions of employment and benefits; and

New Contractor means the person nominated by the Authority to undertake the services substantially the same as the Services after the expiry or termination of the Contract.

PART VI - FINANCIAL MATTERS

44. PRICE

The Authority shall pay to the Contractor the Contract Price, expressed in pounds sterling per day, which shall be determined in accordance with Clauses 45 (Full Operation Pricing Mechanism), 46 (Phase-In Period Pricing Mechanism) and 48 (Performance Evaluation), subject to any variations in accordance with Clause 47 (Variation of Price), and shall be the total amount payable for the provision of the Contractor's obligations under the Contract (which for the avoidance of doubt shall not include any direct reimbursement by the Authority of specific costs or expenses where expressly provided in the Contract).

45. FULL OPERATION PRICING MECHANISM

45.1 The price to be paid by the Authority for the provision of Available Trainee Places for each month during the Full Operation Period shall be calculated in accordance with the formula in Schedule G.

45.2 The daily payment to the Contractor for the provision of Available Trainee Places for each day during the Full Operation Period shall be calculated in accordance with the formula in Schedule G and shall consist of the following components:

(i) there shall be a Facility Fee expressed in pounds sterling per Available Trainee Place per day, which shall be payable during the Full Operation

Period in respect of the first 70 Available Trainee Places in the Secure Training Centre, regardless of whether the said 70 places are occupied (hereinafter the "**Guaranteed Trainee Places**"). The value of the Facility Fee appears in Schedule G; and

(ii) there shall be an Incremental Charge expressed in pounds sterling per Available Trainee Place, per day, which shall be payable in respect of such, if any, of the remaining 10 Available Trainee Places (being those available places additional to the Guaranteed Trainee Places up to the Full Quota) as may be occupied per day (hereinafter "**Incremental Trainee Places**"). The value of the Incremental Charge appears in Schedule G. For the purposes of this Clause 45.2(ii), "**occupied per day**" means in relation to an Available Trainee Place on the relevant day that was occupied at 11.59 pm.

45.3 The payments set out in Clauses 45.2(i) and 45.2(ii) shall be adjusted in accordance with the provisions of Schedule G.

45.4 The Authority shall not be entitled to recover damages or claim under any indemnity, make deductions from the Contract Price or otherwise obtain restitution or reimbursement from, or exercise any other form or remedy against, the Contractor to the extent it has already recovered money or moneys worth in respect of the same matter, fact or circumstance.

46. PHASE-IN PERIOD PRICING MECHANISM

46.1 The Facility Fee for any day during the Phase-in Period shall be calculated in accordance with Schedule G, paragraph 11.

47. VARIATION OF PRICE

47.1 The Contract Price is fixed as set out in Clause 44 (Price) and Clauses 45 (Full Operation Pricing Mechanism) and 46 (Phase-In Period Pricing Mechanisms) and is not subject to revision except as provided in Clause 11 (Changes to Services Required) or this Clause 47.

47.2 When any Security Technology Change arises or comes to the attention of the Contractor, the Contractor shall as soon as reasonably practicable notify the Authority of such matter and shall provide to the Authority all information in its knowledge or possession necessary to enable the Authority to evaluate the position. The following provisions shall apply if the Authority shall at any time give notice in writing to the Contractor that it approves of the implementation of any Security Technology Change at the Secure Training Centre.

In the event of such notification, or if the Authority reasonably believes that a Security Technology Change has occurred or should occur, the Authority shall be entitled to a reduction of the Contract Price equal to % of the reduction in the costs of the Contractor which has resulted or would result from such Security Technology Change, and may if it wishes serve notice upon the Contractor, whereupon:

(a) the Contractor shall provide the Authority with a quotation to reduce the Contract Price;

(b) the Contractor shall provide all the information referred to in Clause 11.7(b) as the Authority may require for the Authority to ascertain the amount of

reduction in costs which the Contractor and the Sub-contractors will or should achieve as a result of the said Security Technology Change; and

(c) the Contractor and the Authority shall agree a reduction in the Contract Price which shall fairly reflect % of the savings of the Contractor which result or will result from the said Security Technology Change.

In the event that any Security Technology Change which is yet to be put in place at the time of the notification referred to in this sub-clause requires any Capital Expenditure on the part of the Contractor before it can be put in place in the Secure Training Centre, Clause 11.2 shall apply in respect of such notification as though it were a Notice of Change under Clause 11.1. To the extent that the Security Technology Change has been developed by the Contractor or the Operating Sub-contractor, the amount of the reduction in the Contract Price resulting therefrom shall only come into effect after a sufficient period following the date the Contractor effects, or is obliged to effect, the Security Technology Change within the Secure Training Centre to allow the Contractor to recover the Development Cost so that the amounts of the Contract Price will only alter pursuant to this Clause 47.2 once the difference between the amount the Contractor receives from the Authority and the amount it would have received if the reduction in Contract Price had come into immediate effect equals the amount of the Development Cost. For the purpose of this Clause, **"Development Cost"** shall be the costs reasonably incurred by the Contractor or the Operating Sub-contractor in developing the Security Technology Change, such costs to be divided by the number of secure training centres operated by the Contractor and/or the Operating Sub-contractor or their respective affiliates in the United Kingdom in which the Security Technology Change has been, is to be, or is reasonably capable of being, installed and to be evidenced in reasonable detail in writing to the Authority.

47.3 Any variation to the Contract Price pursuant to Clause 11 (Changes to Services Required) or (except as provided otherwise) this Clause 47 shall be set at a level so as to allow the Persons providing the necessary works or new services to comply with the Contract following the date upon which the Notice of Change comes into effect to receive a reasonable rate of return in respect of such works or services comparable with the return normally obtained by such Persons in respect of such works or services in the United Kingdom (taking into account the nature of the financing of such works or services and of any existing financing), such rate not to exceed a real blended rate of % per annum.

Any variation to the Contract Price pursuant to Clause 11 (Changes to Services Required) and this Clause 47 shall further be made in accordance with the following principles:

(a) any changes in Wage Costs shall be reflected by an appropriate change in the amount of the Indexed Costs Fee and by an appropriate change in the amount of the Indexed Incremental Costs Fee;

(b) any changes in any financing costs of the Contractor resultant upon the financing of any Capital Expenditure pursuant to Clause 11.2 shall be reflected by an appropriate change in the amount of the Fixed Availability Fee (taking into account the repayment schedule of such financing);

(c) any changes in the costs of the Contractor or the Sub-contractors other than in respect of the matters referred to in (a) and (b) above shall be reflected by an

appropriate change in the amount of the Indexed Availability Fee and by an appropriate change in the amount of the Indexed Incremental Element;

(d) if the Authority and/or STC Legislation and/or Discriminatory Legislation requires a reduction in the number of Available Trainee Places to be provided by the Contractor pursuant to the Contract, appropriate variations will be made to the Contract Price such that:

(i) the Contractor's existing and ongoing payment and scheduled repayment obligations under the Financing Agreements are fully reflected (provided that if prior to such variation a payment breach has occurred and is continuing or is reasonably forecast, then this sub-paragraph (i) should be applied so as to result in the Debt Service Cover (as defined below) reasonably forecast immediately prior to the date of such variation);

(ii) the Contractor's obligations to comply with the financial covenants contemplated by the Facility Agreement as at the date hereof shall be reflected so as to provide the Banks with at least the same Loan Life Cover Ratio and Debt Service Cover Ratio (each as defined in the Calculation and Forecasting Agreement as the same is defined in the Facility Agreement) as is reasonably forecast immediately prior to the date of such variation for the remaining term of their facilities;

(iii) the Shareholders' actual real post-tax percentage equity return is preserved;

(e) any benefit or saving accruing to the Contractor, the Operating Sub-contractor or any of their affiliates at any other secure training centre operated by any of them in the United Kingdom as a direct result of the matter giving rise to the change in the Contract Price shall be taken into account (for the purpose of this Clause 47.4(e), "**affiliate**" means an entity the majority of whose shares is, at the time of variation of the Contract Price, owned directly or indirectly by the holding company (as defined in the Companies Act 1985) of the Contractor or the Operating Sub-contractor, or by any company which at the relevant time owns directly or indirectly 50% or more of the issued share capital in the Contractor or the Operating Sub-contractor); and

(f) any loss or cost shall only be taken into account to the extent that the Contractor or any Sub-contractor is not reasonably able to mitigate them.

47.4 For the avoidance of doubt, failure to reach agreement on any issue relating to any part of this Clause will be subject to Clause 82 (Dispute Resolution).

47A BENCHMARKING AND MARKET TESTING

In this Clause 47A:

Benchmarking Date means the 5th, 10th, 15th and 20th anniversary of the Full Operation Date;

Benchmarking Exercise means the process described in Clause 47A.1 below;

Benchmark Price means, in respect of each Benchmarked Services Group and indexation grouping, the price per contract per month of providing the Benchmarked Services as determined by the Benchmarking Exercise;

Benchmarked Services means the following services defined by reference as quantified in the Finance Plan:

Tested Service	TBABS + RPI	TBABS + RPI + K	TBABS Amount (£) (per annum)
Custodial Services			
Educational Services			
Health Care Services			
Facilities Management (excluding building maintenance)			

and each of such services shall be a "Benchmarked Services Group";

The above table shall be updated at each Benchmarking Date as described in Clauses 47A.1.2 and 47A.1.13

Benchmark Value has the meaning given in Clause 47A.1.4(b);

Comparator Group has the meaning given in Clause 47A.1.4(a);

Current Contract Price means, in respect of each Benchmarked Services Group and indexation grouping, the TBABS +RPI or TBABS + RPI+K amounts indexed in accordance with Schedule G to the Benchmarking Date, being the price payable by the Authority for the relevant Benchmarked Services Group as at the relevant Benchmarking Date;

Market Tested Services means the Services covered by the Operating Sub-contract excluding building maintenance;

Market Testing Exercise means the process described in Clause 47A.2 below that involves the Contractor inviting tenders for the provision of the Market Tested Services with the aim of ensuring that the Market Tested Services are provided on a cost competitive basis;

Market Testing Price means, in respect of the Market Tested Services that are the subject of a Market Testing Exercise, the contract price in the Operating Sub-contractor's Sub-contract less that element of the contract price attributable to building maintenance;

TBABS Amount means the total base amount for a Benchmarked Services Group, being such amount as set out in the definition of Benchmarked Services, such amounts to be expressed in terms of an amount per annum.

47A.1 BENCHMARKING

47A.1.1 During the period which commences on the date 12 months prior to each Benchmarking Date until the date which is 8 months prior to each Benchmarking Date the Contractor shall undertake a Benchmarking Exercise in accordance with this Clause 47A.1. The Benchmarking Exercise shall be carried out at the Contractor's own cost.

47A.1.2 The Contractor shall submit a benchmarking report setting out the annual cost of providing the Benchmarked Services. The benchmarking report shall set out the amount of increase or decrease required in the Facility Fee pursuant to this Clause 47A.1. The benchmarking report shall identify the change in costs which increase at RPI and costs which increase at % per annum, recognising that only staff related costs shall increase at % per annum.

47A.1.3 The benchmarking report shall split the Benchmarked Services into the four Benchmarked Services Groups (Custodial; Educational; Health Care; and Facilities Management (excluding building maintenance)) (each the Custodial Services, Educational Services, Health Care Services and Facilities Management (excluding building maintenance) Services. The costs for each Benchmarked Service will be based on the TBABS costs set out in the table annexed to the Finance Plan.

47A.1.4 In performing the Benchmarking Exercise the Contractor shall, in respect of each Benchmarked Services Group:

(a) develop and agree with the Authority the process for implementation of the Benchmarking Exercise including the identification of not less than three (or such lesser number as the Authority may acting reasonably agree within a period of 20 Business Days of a written request of the Contractor to do so) services (or components of services) (whether in the public or private sector) which are identical or similar to the relevant Benchmarked Services (or the components of those relevant Benchmarked Services), such group of identical or similar services (and components) to be the "**Comparator Group**" with respect to that Benchmarked Services Group. The process for implementing the Benchmarking Exercise must be transparent and verifiable; and

(b) adjust the costs of the provision of each service in the Comparator Group to reflect the contractual obligations and liabilities in respect of the relevant Benchmarked Service including risk transfer (and the relevant provisions of Part 2 of Schedule D and of Schedules H and G, the location of service provision, the size of the Project and the accommodation blocks, and such other adjustments as may be agreed between the Parties (acting reasonably) in order to arrive at an adjusted cost for each service in the Comparator Group (a "**Benchmark Value**"). For the avoidance of doubt, the Benchmark Value will exclude any profit and overheads.

47A.1.5 To support the calculation of the Benchmark Value the Contractor shall obtain the following evidence:

(i) the salary rates and value of other employment benefits payable by the providers of the Benchmarked Services in the Comparator Group for relevant professional and other staff and other direct costs;

(ii) the financial impact of the contractual obligations and liability in respect of the relevant Benchmarked Services Group under the Contract as in force at the relevant Benchmarking Date including (without limitation) Schedule D, Schedule G and Schedule H, which shall be reflected in the Benchmark Value;

(iii) the financial impact of price indexation mechanisms (as set out in Schedule G) and the basis for computation of (but not the amount, or the amount of any component, of) the Facility Fee under the Contract which shall be the same as those in force at the relevant Benchmarking Date and this shall be reflected in the Benchmarked Values; and

(iv) any factors inherent in a change of the Benchmarked Services provider including, without limitation, mobilisation costs; and

(iv) the terms and conditions of employment, including compensation packages, for staff engaged in the provision of the Benchmarked Services in the Comparator Group.

47A.1.6 The Contractor will make the results of and all data and calculations of each Benchmarking Exercise available to the Authority on an open book basis.

47A.1.7 Where the Parties cannot agree the process for implementation of the Benchmarking Exercise or either Party reasonably believes that the process for implementation of the Benchmarking Exercise is not transparent or verifiable or is otherwise flawed such that the exercise does not meet the objectives set out in Clause 47A.1, the process for implementation of the Benchmarking Exercise shall be agreed or determined in accordance with Clause 82 (Dispute Resolution). This agreement or determination is without prejudice to either Party's right to dispute the results of the benchmarking report delivered under Clause 47A.1.2 pursuant to Clause 47A.1.8.

47A.1.8 If either Party disputes the results of the benchmarking report delivered under Clause 47A.1.2, the Parties (acting reasonably and in good faith) shall seek to agree those matters in dispute and if no agreement can be reached within 28 days following the delivery of the benchmarking report under Clause 47A.1.2, the Contractor shall carry out a Market Testing Exercise pursuant to Clause 47A.2 (Market Testing).

47A.1.9 The Benchmark Price for each of the Benchmarked Services Groups shall be the average of the Benchmark Values with respect to that Benchmarked Services Group.

47A.1.10 Subject to Clause 47A.1.8, if the Benchmark Price for any Benchmarked Services Group exceeds or is less than the Amount shown in the TBABS for that Benchmarked Services Group, the Facility Fee shall be adjusted according to the provisions of Clause 47A1.13 below, with the adjusted amount applying with effect from the relevant Benchmarking Date (and if necessary, retrospectively from the relevant Benchmarking Date).

47A.1.11 The price payable by the Authority per contract month for each Benchmarked Services Group immediately prior to each Benchmarking Date will be established by the calculation of the Current Contract Price for each Benchmarked Services Group. The Current Contract Price for Custodial Services shall identify the price payable for staff required to provide the Custodial Services (the "**Custodial Staff Current**

Contract Price") and the balance (the "**Non-custodial Staff Current Contract Price**"). The Contractor shall procure that such prices are expressly identified in the table annexed to the Finance Plan.

47A.1.12 If the Benchmark Price for any Benchmarked Services Group exceeds or is less than the Current Contract Price for that Benchmarked Services Group, the Facility Fee shall be adjusted according to the provisions of Clause 47A 1.13 below, with the adjusted amount applying with effect from the relevant Benchmarking Date (and if necessary, retrospectively from the relevant Benchmarking Date).

47A.1.13 Following a Benchmarking Exercise each element of the Facility Fee may only be adjusted in accordance with Clause 47A.1.11 in respect of each Benchmarked Services Group, as follows:

(a) Other than in respect of Non-Custodial Services:

(i) where the Benchmark Price exceeds the Current Contract Price for the relevant Benchmarked Services Group, the Facility Fee shall be adjusted upwards by an amount equivalent to % of the difference between the Current Contract Price and the Benchmark Price; or

(ii) where the Benchmark Price is less than the Current Contract Price for the relevant Benchmarked Services Group, the Facility Fee shall be adjusted downwards by an amount equivalent to % of the difference between the Current Contract Price and the Benchmark Price.

(b) In respect of Custodial Services:

(i) where the Benchmark Price for custodial staff (the "Custodial Staff Benchmark Price") exceeds the Custodial Staff Current Contract Price, the Facility Fee shall be adjusted upwards by an amount equivalent to the aggregate of (i) the amount equivalent to % of the difference between the Custodial Staff Current Contract Price and the Custodial Staff Benchmark Price and (ii) % of the difference between the Non-custodial Staff Current Contract Price and the Non-custodial Staff Benchmark Price;

(ii) where the Custodial Staff Benchmark Price is less than the Custodial Staff Current Contract Price, the Facility Fee shall be adjusted downwards by an amount equivalent to the aggregate of (i) the amount equivalent to % of the difference between the Custodial Staff Current Contract Price and the Custodial Staff Benchmark Price and (ii) the amount equivalent to % of the difference between the Non-custodial Staff Current Contract Price and the Non-custodial Staff Benchmark Price,

PROVIDED ALWAYS that where the Benchmark Price exceeds the Current Contract Price for the Benchmarked Services Group by more than %, the Facility Fee shall be adjusted upwards by an amount equivalent to % of that part of the difference between the Current Contract Price and the Benchmark Price that exceeds the Current Contract Price by %..

In adjusting the Facility Fee pursuant to this Clause 47A.1.13, an additional adjustment shall be made to reflect the addition (in the case of an increase to the Facility Fee) or subtraction (in the case of a decrease to the Facility Fee) of the Operating Sub-Contractor's % margin for profit and overheads, noting that where any Benchmarked Services are provided directly by the Operating Sub-Contractor then profits and overheads will be excluded from the Benchmark Price.

47A1.14 Where the Parties agree that better value for money clause may be obtained by an alternative mechanism to Benchmarking as set out in this Clause 47A1 which has been operated, or has been agreed to operate, within a signed PFI project agreement entered into in the UK, they will agree such an alternative mechanism to the Benchmarking provisions, no later than 12 months before commencement of the relevant Benchmarking Exercise. In the absence of such agreement, the provisions set out in this Clause 47A shall apply.

47A2 MARKET TESTING

47A2.1 If pursuant to Clause 47A.1.8 a Market Testing Exercise is required to be carried out then the following provisions of this Clause 47A.2 shall apply.

47A2.2 The costs, fees and expenses in connection with the Market Testing Exercise will be borne by the Contractor where the Market Testing Exercise results in a lower Facility Fee than was calculated by the Benchmarking Exercise immediately preceding it, and by the Authority where the Market Testing Exercise results in a higher Facility Fee than was calculated by the Benchmarking Exercise immediately preceding it. The Authority and the Contractor will agree a cap to their respective costs, fees and expenses before commencing the Market Testing Exercise, to be determined in accordance with Clause 82 (Dispute Resolution) if the parties cannot agree.

47A.2.3 The Operating Sub-Contractor is entitled to participate in all Market Testing Exercises. The Contractor shall compile a list of potential tenderers and shall in conjunction with the Authority select the bidders from the list of potential tenders on the basis of their:

(a) technical experience and ability; and

(b) financial standing (where in the reasonable opinion of the Banks and the Contractor, the bidder is of satisfactory financial standing, that shall be no worse than a single A or equivalent rating).

47A2.4 The Market Testing Price to be used for the purposes of determining any adjustment in the price of the Market Tested Services pursuant to Clause 47A.2.8 shall be the price per month of the bidder who submits a Deliverable Market Testing Tender for the Market Tested Services in accordance with the Market Testing Tender Requirements, as described below.

For the purposes of this Clause 47A2 **"Market Testing Tender Requirements"** shall include:

(a) a demonstration of the bidder's understanding of the model of detention and education, and how the Project will assist the Authority in delivering the Authority's objective;

(b) a demonstration by the bidder of effective communication and co-operation with primary and secondary health services;

(c) a demonstration by the bidder of its ability to comply with the relevant services contract or subcontract (including risk transfer including liability caps);

(d) a demonstration by the bidder of its capability to meet the requirements of Schedules D, H and G;

(e) the separate identification of bid costs, together with a margin of up to %, which the bidder is able to substantiate to the reasonable satisfaction (not to be unreasonably withheld) of the Contractor.

and **"Deliverable Market Testing Tender"** shall mean a bid which:

(a) does not achieve a better or worse position for the Bank or the SPV;

(b) meets the Authority's requirement to secure value for money in the delivery of the Services under the Contract; and

(c) complies with the Marketing Testing Tender Requirements.

47A2.5 The Contractor shall be entitled to enter into negotiations with any of the bidders with a view to clarifying either the price tendered or the grounds for any qualification to acceptance of the Market Testing Tender Requirements and the Contractor shall use all reasonable endeavours to seek such clarification and resolve issues so that the bid can meet the Market Testing Tender Requirements.

47A2.6 On completion of Market Testing Exercise, which shall be no later than 4 months prior to the relevant Benchmarking Date, the Contractor shall submit a report in respect of the Market Tested Services which shall identify bidders, their prices, any qualifications to the Market Testing Tender Requirements, the outcome of any further negotiations and the Contractor's determination as to which bid (if any) constitutes a Deliverable Market Testing Tender. If the Authority disagrees with the Contractor's determination then the Authority may, within 15 Business Days of being provided with the report, dispute such determination and, if the Parties do not resolve such dispute within a further 15 Business Days, the dispute shall be dealt with in accordance with Clause 82 (Dispute Resolution). If the Authority does not dispute such nomination within 15 Business Days of being provided with the report then the Authority is deemed to have agreed with the determination. Where the price of the Deliverable Market Testing Tender is lower than the bid tendered by the Operating Sub-Contractor (if any) then the Contractor shall allow the Operating Sub-Contractor to lower its bid price to match the Deliverable Market Testing Tender and if the Operating Sub-Contractor does so then the Operating Sub-Contractor's bid shall replace the original Deliverable Market Testing Tender, provided that this option may only be exercised by the Operating Sub-Contractor on the first occasion on which a Market Testing Exercise takes place. Where this option is exercised, the Operating Sub-Contractor shall reimburse the bidder its bid costs as set out in Clause 47A2.3 (e).

47A2.7 The Contractor shall appoint the bidder submitting the Deliverable Market Testing Tender to act as service provider in respect of the Market Tested Services from the proposed start date specified in the Market Testing Tender Requirements or such later date as may be agreed between the Parties and the relevant bidder.

47A2.8 Following a Market Testing Exercise the Facility Fee may only be adjusted in accordance with Clause 47A.4 as follows:

(a) where the Market Testing Price exceeds the Current Contract Price for providing the Market Tested Services immediately prior to the Market Testing Exercise the Facility Fee payable in respect of the Market Tested Services shall be adjusted upwards by an amount equivalent to % of the difference between the Market Testing Price and the Current Contract Price for providing the Benchmarked Services immediately prior to the Market Testing Exercise; or

(b) where the Market Testing Price is less than the Current Contract Price for providing the Market Tested Services immediately prior to the Market Testing Exercise the Facility Fee payable in respect of the Market Tested Services shall be adjusted downwards by an amount equivalent to % of the difference between the Market Testing Price and the Current Contract Price for providing the Market Tested Services immediately prior to the Market Testing Exercise.

47A3 NOT USED

47A4 REVISIONS TO SCHEDULE G AND FINANCE PLAN

The Parties shall procure that, with effect from the relevant Benchmarking Date, the Facility Fee for the time being applicable following the Benchmarking Date in accordance with each of Schedule G and the Finance Plan is revised after

(a) the Benchmarking Exercise, to the extent required (if at all) by Clause 47A.1.1 above (if no Market Testing Exercise is carried out); or

(b) (if carried out) the Market Testing Exercise, to the extent required (if at all) by Clause 47A.2.8 above to reflect the Market Testing Price applicable from that Benchmarking Date,

and the Finance Plan as so revised shall thereupon be the Finance Plan for the purposes of this Contract.

47A5 If at any time during the Term, the Operating Sub-Contract is terminated in accordance with its terms (except if the Operating Sub-Contract is terminated or partially terminated as a direct result of the outcome of a Market Testing Exercise) and no Benchmarking Date occurs on or before the second anniversary of the termination of the Operating Sub-Contract, the Contractor may elect that a Market Testing Exercise be carried out in accordance with Clause 47A in respect of any date on or after the second anniversary of such termination and prior to the next Benchmarking Date (the "Elected Market Testing Date") and if the Contractor so elects, the subsequent Benchmarking Dates shall be every five years from the Elected Market Testing Date

48. PERFORMANCE EVALUATION

48.1 Without prejudice to the Authority's rights under Clause 52 (Default by the Contractor) and Clause 54 (Termination for Default), the amount payable by the Authority for the services of the Contractor delivered during a Performance Quarter shall be reduced in accordance with the provisions of Schedule G where the Contractor accrues Performance Points.

48.2 The Contractor shall notify the Monitor (or in his absence, any person carrying out the duties of a Monitor) in writing as soon as practicable and, in any event, within 24 hours of its occurrence of any event or circumstance which constitutes a Performance Measure setting out (so far as the Contractor is reasonably able) in reasonable detail the relevant event or circumstance.

48.3 The Monitor shall be entitled (but not obliged) to notify the Contractor in writing if the Monitor believes that a Performance Measure may have occurred and has not been notified by the Contractor in accordance with Clause 48.2 (in which case the provisions of Section 9(c) of Schedule G shall apply). If the Contractor has not within 10 days of receipt of the Monitor's notice given notice in writing to the Monitor (together with, where reasonably practical, details or evidence in support of the Contractor's said notice) that is does not agree that such Performance Measure has occurred, the Contractor shall not thereafter be entitled to dispute that such Performance Measure has occurred.

48.4 The provisions contained in Section 9 of Schedule G shall apply to Absolute Performance Deductions and General Performance Deductions (both as defined in Schedule H).

48A INCENTIVISATION

48A.1 The amount payable by the Authority for the services of the Contractor delivered during a Performance Quarter shall be increased where prior to the release of any Trainee from the Secure Training Centre, the Trainee has been accepted to receive educational or vocational training or has been offered employment, for a period greater than 20 hours per week, with such educational or vocational training or employment commencing within 2 weeks of the relevant Trainee's release and being available for a continuous period of at least four weeks from its commencement date such education, vocational training or employment being stated on the Trainee's release plan as having been organised and its availability confirmed (a "Successful Placement"). The amount of the increase (the "Placement Incentivisation") shall be calculated in accordance with the provisions in Section 10 of Schedule G.

48A.2 The provisions of this Clause 48A will operate entirely at the Authority's discretion and no Placement Incentivisation shall become due or be paid unless the Authority determines at its absolute discretion that such payment shall become due and be paid.

48A.3 The provisions of this Clause 48A will be reviewed by the Authority on the third anniversary of the Full Operation Date.

49. PAYMENT

49.1 No payment of the Contract Price shall become due to the Contractor until after the commencement of the Full Operation Period. Unless otherwise provided herein (and for the avoidance of doubt, subject to Clause 49.3), all undisputed payments by the Authority to the Contractor shall become due and payable (subject to Clause 51 (Amount Due and Set-Off)) 30 days after the receipt by the Authority of their demand in writing (such demand to contain reasonable details relating to such amounts outstanding) or, if that payment is a payment under Clause 60 (Payment for Termination), 30 days after determination of the amount payable under the relevant Clause.

49.2 Payment of the Contract Price shall be claimed monthly and in arrears, by means of an invoice (in the form of Schedule U), together with such other documentation as the Authority may reasonably require, submitted to the Authority, and shall be subject to any reduction pursuant to the terms of the Contract. The first such invoice shall be presented to the Authority by the Contractor on the last day of the month in which the Contractor is issued with a Permit to Use. Payment will be made in Sterling in immediately available funds to such bank account of the Contractor in England as the Contractor shall designate in writing from time to time for the purpose.

49.3 Payment of the Contract Price, subject to Clause 51 (Amount Due and Set-off), will be made by the Authority within 30 days from the presentation by the Contractor to the Authority in accordance with Clause 49.2 of each monthly invoice and such other documentation as is referred to in Clause 49.2 (the "Payment Date"). In the event that the Authority disputes in good faith any amount specified in any invoice (a "Current Invoice"):

(a) the Authority shall (subject to Clause 51 (Amount Due and Set-Off) and, if relevant, the operation of Clause 49.3(b) with respect to the invoice immediately preceding the Current Invoice) pay to the Contractor the amount of the Current Invoice in full; and

(b) the matter shall be agreed or determined in accordance with Clause 82 (Dispute Resolution), save that the decision of any Adjudicator shall not be final and binding on the Parties . If the Parties fail to agree or the dispute is not resolved in accordance with Clause 82 (Dispute Resolution) on or before the Payment Date for the invoice for the month immediately following the month to which the Current Invoice relates (the "Next Invoice"), the Authority shall be entitled to withhold the amount in dispute from the Next Invoice pending resolution of the dispute by agreement or in accordance with Clause 82 (Dispute Resolution). For the avoidance of doubt, the disputed portion of any invoice withheld by the Authority pending resolution of such dispute shall to the extent that such dispute is resolved in favour of the Contractor be due and payable (subject to Clause 51 (Amount Due and Set-Off) within 30 days after such resolution and shall be paid together with interest on such sum calculated from the date the amount was withheld from the Next Invoice to the date of payment of the amount calculated in accordance with Clause 49.4.

49.4 If one of the Parties does not pay any sum payable under the Contract on the due date it shall pay interest on the amount from time to time outstanding in respect of that overdue sum for the period beginning on the due date and ending on the day of receipt (both before and after judgment or arbitration) in accordance with this Clause 49. Interest payable by either Party under this Clause 49.4 shall be calculated at a rate per annum which is equal to LIBOR from time to time plus %.

49.4A Any amount payable to the Contractor pursuant to the Contract (other than the Contract Price and sums payable under Clause 60 (Compensation on Termination)) shall be increased to the extent necessary to ensure that the net amount received by the Contractor after taxation be equal to that which it would have received has the payment not been subject to taxation.

49.6 CONSTRUCTION INDUSTRY SCHEME

49.6.1 If the Contractor or the Authority concludes, acting reasonably, that the Contractor is or may be a "subcontractor" for the purposes of Section 559 to 567 of the Income and Corporation Taxes Act 1988 (the "**Taxes Act**") and the Income Tax (Sub-contractors in the Construction Industry) Regulations 1993 (as amended by the Income Tax (Sub-contractors in the Construction Industry) (Amendment) Regulations 1998) (for the purpose of this Clause 49.6 only the "**Regulations**") then the Contractor will seek confirmation from the Inland Revenue as to whether, in accordance with current Inland Revenue practice, the Inland Revenue consider the Contractor is a "subcontractor" for the purposes of the Taxes Act and the Regulations and, if so, whether the Taxes Act and the Regulations require the Contractor as a "subcontractor" to obtain a valid tax certificate (a "**CIS Certificate**") for it to receive payments which are not subject to the statutory deduction referred to in Section 559(4) of the Taxes Act (the "**Statutory Deduction**"). The Authority will use reasonable endeavours to assist the Contractor in obtaining satisfactory confirmation from the Inland Revenue that a CIS Certificate is not required under the Taxes Act and the Regulations so that the Contractor may receive payments under this Contract which are not subject to the Statutory Deduction.

49.6.2 If the Contractor obtains confirmation from the Inland Revenue that no Statutory Deduction need be made without the Contractor obtaining a CIS Certificate, the Authority shall, subject to Clause 49.6.3, make any and all payments which it makes to the Contractor pursuant to the Contract free and clear from the Statutory Deduction. If the Contractor is unable to obtain such confirmation, Clauses 49.6.5 to 49.6.6 shall apply.

49.6.3 If:

(a)

(i) the Contractor and the Authority conclude in accordance with Clause 49.6.1 above that the Contractor is not a "subcontractor" or;

(ii) confirmation is obtained from the Inland Revenue in accordance with Clause 49.6.2; and

(b) subsequently:

(i) a change in STC Legislation and/or Discriminatory Legislation occurs; or

(ii) a change in the published practice of the Inland Revenue occurs; or

(iii) the Contractor or the Authority is informed by the Inland Revenue that the Contractor is or may be a "subcontractor" (and each Party shall notify the other if so informed),

in each case with the result that the Contractor or the Authority acting reasonably believe that the confirmation may no longer be valid (each such event being a "**CIS Change in Application**"), the Contractor shall seek confirmation from the Inland Revenue that the Authority may still make any and all payments to the Contractor under the Contract free and clear from the Statutory Deduction. If the Contractor is unable to obtain such confirmation, Clauses 49.6.5 to 49.6.6 shall apply.

49.6.4 The Contractor shall keep the Authority fully informed of correspondence and discussions with the Inland Revenue about the application of the Regulations and shall promptly notify the Authority of any confirmation from the Inland Revenue that a CIS Certificate is or is not required.

49.6.5 Where the provisions of this Clause 49.6 so require, the Contractor will use reasonable endeavours to obtain a CIS Certificate so that the Authority may be entitled to make any and all payments which it makes to the Contractor pursuant to the Contract free and clear from the Statutory Deduction.

49.6.6 If the Contractor successfully obtains a CIS Certificate, it will take reasonable steps to ensure that the CIS Certificate remains valid and will notify the Authority if for any reason the CIS Certificate ceases to be valid other than on the expiry date indicated on the CIS Certificate. While the Contractor has a valid CIS Certificate it will, at the Authority's reasonable written request, make available to the Authority either the CIS Certificate or a certifying document evidencing its possession of a valid CIS Certificate, and will promptly issue tax payment vouchers and any other necessary CIS documentation to the Authority.

49.6.7 If the Contractor for any reason (other than the fact that it is exempted from the need to do so by the Taxes Act or the Regulations) fails when required by Clause 49.6 to obtain a CIS Certificate or fails to ensure that the CIS Certificate remains valid, the Contractor shall, if so required by the Taxes Act and the Regulations, obtain a valid registration card ("**Registration Card**") for it to receive payments subject to the Statutory Deduction. The Contractor shall, at the Authority's reasonable request, make available to the Authority any Registration Card and will notify the Authority if for any reason a Registration Card ceases to be valid.

49.6.8 If the Contractor is required by the Taxes Act or the Regulations to obtain a CIS Certificate or a Registration Card before the Authority may make a payment to the Contractor, the Authority shall not be required to make such payment until the Contractor has shown the Authority, to the Authority's reasonable satisfaction, that the Contractor has obtained a valid CIS Certificate or a valid Registration Card.

49.6.9 References in Clause 49.6 to "Sub-contractor", the "Regulations" and the "Statutory Deduction" shall include references to the equivalent words and phrases under any statutory regime represented by those words and phrases.

49A REFINANCING

49A.1 The Contractor shall obtain the Authority's prior written consent to any Qualifying Refinancing and both the Authority and the Contractor shall at all times act in good faith with respect to any Refinancing.

49A.2 The Authority shall be entitled to receive a per cent share of any Refinancing Gain arising from a Qualifying Refinancing.

49A.3 The Authority shall not withhold or delay its consent to a Qualifying Refinancing to obtain a greater than per cent share of the Refinancing Gain.

49A.4 The Contractor shall promptly provide the Authority with full details of any proposed Qualifying Refinancing including a copy of the proposed financial model relating to it (if any) and the basis for the assumptions used in the proposed financial model. The Authority shall (before, during and at any time after any Refinancing) have

unrestricted rights of audit over any financial model and documentation (including any aspect of the calculation of the Refinancing Gain) used in connection with that Refinancing (whether that Refinancing is a Qualifying Refinancing or not).

49A.5 The Authority shall have the right to elect to receive its share of any Refinancing Gain as:

(a) a single payment in an amount less than or equal to any Distribution made on or about the date of Refinancing;

(b) a reduction in the Contract Price over the remaining term of the Contract; or

(c) a combination of any of the above.

49A.6 The Authority and the Contractor will negotiate in good faith to agree the basis and method of calculation of the Refinancing Gain and payment of the Authority's share of the Refinancing Gain (taking into account how the Authority has elected to received its share of the Refinancing Gain under Clause 49A.5 above). If the Parties fail to agree the basis and method of calculation of the Refinancing Gain or the payment of the Authority's share, the dispute shall be determined in accordance with Clause 82 (Dispute Resolution).

49A.7 The Refinancing Gain shall be calculated after taking into account the reasonable and proper professional costs that each Party directly incurs in relation to the Qualifying Refinancing and on the basis that all reasonable and proper professional costs incurred by the Authority will be paid to the Authority by the Contractor within 28 days of any Qualifying Refinancing.

50. VALUE ADDED TAX

50.1 The Contract Price together with any other payments due from the Authority to the Contractor hereunder (including without limitation under Part VII hereof) shall be exclusive of Value Added Tax, and all reference to fees and prices in the Contract shall be regarded as exclusive of Value Added Tax. The Authority shall pay to the Contractor a sum equal to the Value Added Tax chargeable, on the Contract Price and any other payment due from the Authority to the Contractor hereunder.

50.2 No payment in respect of Value Added Tax shall be required to be made under Clause 50.1 or otherwise except against delivery to the Authority of a valid VAT invoice (as defined in Section 6(15) of the Value Added Tax Act 1994 and containing all such particulars as are required to be contained therein in accordance with Part III of the Value Added Tax Regulations 1995).

50.3 The Contractor shall, if so requested by the Authority, furnish such information as may be reasonably required by the Authority as to the amount of Value Added Tax chargeable in accordance with the Contract and payable by the Authority to the Contractor in addition to the Contract Price. For the avoidance of doubt, any overpayment by the Authority to the Contractor shall be a sum of money recoverable from the Contractor (including, without limitation, for the purposes of Clause 51 (Amount Due and Set-Off)).

50.4 If the Contract Price is increased or decreased, or if a sum of money shall become due for payment by or to the Authority, any monies thereby payable shall have added to

them a sum equal to any appropriate adjustment in respect of Value Added Tax due on the adjusted value of the Contract.

50.5 If, following a change in Legislation, a relevant tax authority determines that supplies to be made by the Contractor to the Authority under this Contract are exempt from Value Added Tax and that input tax incurred and attributable to such supplies is not recoverable by the Contractor, the Authority shall pay to the Contractor a sum equal to the non-recoverable input tax attributable to those supplies.

51. AMOUNT DUE AND SET-OFF

51.1 In addition and without prejudice to any rights of set-off the Authority may have as a matter of law or otherwise, whenever any sum or sums of money shall be recoverable from or payable by the Contractor under the Contract or the Lease, the same may without notice to the Contractor be set off against, by applying the same in or towards satisfaction of, any sum then due, or which at any time thereafter may become due, to the Contractor under the Contract or under any other contract which the Contractor has with the Authority or with the Crown so that the sum due to the Contractor shall be the net amount after the exercise of any such set-off provided that the Authority shall not be entitled to set-off any amount due by the Contractor against the Authority's obligation to pay a termination sum pursuant to Clause 60 in the event of termination under Clause 56 (Voluntary Termination), Clause 61.4 (Corrupt Gifts), Clause 52A.4 (Breach of Refinancing Provisions), Clause 56A (Termination for Authority Payment Default), Clause 6.12 (Uninsurable Risks) or under Clause 58 (Force Majeure) except to the extent that such termination sum is greater than Lender Liabilities.

51.1A If any deduction of any amount referred to in Clause 51 is disputed then only the undisputed element of that amount shall be set-off and the disputed element shall be dealt with in accordance with Clause 82 (Dispute Resolution). Where it is agreed or determined in accordance with Clause 82 (Dispute Resolution) that any amount set off shall be repaid such amount repaid shall be repaid with interest (calculated in accordance with Clause 49.4) as from the period beginning on the due date and ending on the date of receipt.

51.2 If, on the issue of the Permit to Use there are any Outstanding Landscaping Works, the cost of such Outstanding Landscaping Works (as valued by the Independent Engineer based upon the cost to the Authority of having such Outstanding Landscaping Works completed by a third party) shall be deducted from the first instalment of the Contract Price and shall be released to the Contractor following the issue of a certificate by the Independent Engineer certifying that it is reasonably satisfied that such Outstanding Landscaping Works have been completed in accordance with Schedule A. If such Outstanding Landscaping Works have not been satisfactorily completed within the twelve month period from the issue of the Independent Engineer's Declaration the Authority may instruct a third party to carry out and complete the Outstanding Landscape Works and deduct the cost of such from the Contract Price.

PART VII - DEFAULT AND TERMINATION

52. DEFAULT BY THE CONTRACTOR

52.1 Without prejudice to any right of the Authority to claim damages in respect of any breach of the Contract by the Contractor, each and any of the following events shall constitute an Event of Default on the part of the Contractor entitling the Authority, if it so elects, to terminate the Contract in accordance with the terms hereinafter set out:

52.1.1 failure to obtain a Permit to Use for the Secure Training Centre by the Longstop Date (unless resulting from a breach by the Authority of its obligations under the Contract); or

52.1.2 failure to complete any work required by a report referred to in Clause 7.4 (Liability for Loss and Damage) as a result of which the Full Quota is not provided within 8 months after the relevant Re-instatement Date; or

52.1.3 failure to provide the Full Quota at any time after the Full Operation Date for a continuous period exceeding 30 days except in circumstances where Clause 58 (Force Majeure) applies or where:

(i) such failure results from matters entirely outside the Contractor's control (including, without limitation, a breach by the Authority of its obligation under the Contract); or

(ii) the Contractor is using best endeavours to restore the Full Quota as soon as practicable; or

(iii) the Contractor is in compliance with Clause 7.4 (Liability for Loss and Damage) in circumstances there described and/or is undertaking the work required by a report referred to in Clause 7.4.

52.1.4 Not used.

52.1.5 (without limitation to any other Event of Default) any failure (except if falling within Clause 52.1.1 or in connection with the execution of the Works) by the Contractor to perform, keep, observe, meet or comply with any of the terms of the Contract where:

(i) such failure has a material adverse effect on the performance of the Services as a whole; or

(ii) such failure does not give rise to Performance Measures or otherwise constitute an Event of Default and has continued or recurred within the six month period following the date of services of a Final Notice (as defined below) on the Contractor and has an adverse effect on the performance of the Service PROVIDED THAT this paragraph (ii) shall only apply in relation to breaches of Clause 14 (Planning Approval) where the relevant planning authority is taking or has served written notice of its intention to take enforcement action in relation to failures to comply with planning legislation (which shall include action in relation to breaches of any planning obligation); or

(iii) such failure in addition to any other failure or failures (whether or not remedied (except if such failure is remedied in accordance with any term of this Contract other than Clause 53 (Rectification))) within the previous 6 months, has an adverse effect on the performance of the Services and in the Authority's reasonable opinion (acting reasonably), casts serious doubt on the competence or suitability of the Contractor to provide the Services going forward.

For the purposes of (ii) above:

(a) if a failure which does not give rise to a Performance Measure or otherwise constitute an Event of Default occurs and has also occurred within the previous 6 months and such failure has an adverse effect on the performance of the Services, the Authority may serve a notice (a **"First Notice"**) on the Contractor duly signed by a Named Representative of the Authority, specifying that it is a First Notice as defined in Clause 52.1.5 of the Contract, giving reasonable details of that failure and stating that such failure is a failure which if it continues or recurs following the date falling 60 days after the date of service of the First Notice, the Contractor may be subject to a Warning Notice (as defined below) and this may ultimately result in termination of the Contract;

(b) if, following the service of a First Notice, the failure specified therein has continued or recurred following the date falling 60 days after the date of service of the First Notice, the Authority may serve another Notice (a **"Warning Notice"**) on the Contractor duly signed by a Named Representative of the Authority and specifying that it is a Warning Notice as defined in Clause 52.1.5 of the Contract, that the failure specified has been the subject of a First Notice, and that if within the 90 days after the date of service of the Warning Notice the Operating Sub-contractor has not been replaced, the Contractor may be subject to a Final Notice (as defined below) and this may ultimately result in the termination of the Contract;

(c) if, following the service of a Warning Notice, the Operating Sub-contractor has not been replaced within 90 days after the date of service of the Warning Notice then the Authority may serve another Notice (a **"Final Notice"**) on the Contractor duly signed by a Named Representative of the Authority and specifying that it is a Final Notice as defined in Clause 52.1.5 of the Contract, that the failure specified has been the subject of a First Notice and a Warning Notice, each served within the twelve month period prior to the date of service of the Final Notice, and that if such failure continues or at any time recurs within the six month period following the date of service of the Final Notice, the Contract may be terminated;

(d) no Final Notice may be served pursuant to this Clause unless a First Notice and a Warning Notice has been served in respect of the same failure within the twelve month period preceding the date of service of the Final Notice; and

(e) a First Notice may not be served in respect of any failure in respect of which a First Notice has already been served and is outstanding until a period of twelve months has elapsed since the date of service of such First Notice; or

52.1.6 failure to pay any liquidated damages in accordance with Clause 27 (Liquidated Damages) within 30 days after the due date (except where such failure results from a technical failure in the banking system); or

52.1.7 any failure by the Contractor to maintain or procure insurances in accordance with its obligations under Clause 6 (Insurance) (but subject always to Clauses 6.11 and 6.12) or to make payment in accordance with Clause 5.1 where such failure is material and has not been remedied in full within 30 days of notice to the Contractor; or

52.1.8 any failure to perform, keep, observe, meet or comply with any of the provisions of Clause 6.4.1 (Planning) or 6.8 (Alienation) of the Lease; or

52.1.9 if any statement, representation or warranty contained in Clause 71 (Contractor's Warranties) is incorrect in any material respect when made or deemed to be made and the Authority might reasonably have been expected not to have entered into the Contract or the Direct Agreement in all material respects on the same terms; or

52.1.10 if:

(i) a Court makes an order that the Contractor be wound up; or

(ii) any receiver or manager is appointed in respect of the Contractor or any part of its assets (other than for the purpose of a bona fide internal reorganisation or amalgamation consented to by the Authority or where the receiver is appointed by the Banks under the Financing Agreements); or

(iii) a meeting of creditors of the Contractor passes, or a meeting of any class of shareholders of the Contractor is convened for the purposes of considering, a resolution for the winding-up of the Contractor (other than for the purposes of a bona fide internal reorganisation or amalgamation consented to by the Authority); or

(iv) a petition for an administration order against the Contractor is presented and such petition is not withdrawn within 30 days (except when it is presented by the Banks in the manner contemplated in the Direct Agreement); or

(v) a petition is presented or other steps are taken for the purposes of the winding up of the Contractor (other than for the purposes of a bona fide internal reorganisation or amalgamation consented to by the Authority) and any such petition is not, or such other steps are not discharged or withdrawn within 30 days of receiving notice of such petition; or

(vi) the Contractor makes a proposal for a voluntary arrangement for a composition of debts or a scheme of arrangement to be approved under the Insolvency Act 1986 or the Companies Act 1985; or

52.1.11 if distress or execution is levied against, or an encumbrancer takes possession of, any of the Contractor's assets and is not paid or discharged within 28 days, or a judgment against the Contractor in excess of (Indexed for Inflation in accordance with the provisions of Clause 1.2(c)) remains unsatisfied for more than 28 days, except in either case where the Contractor has lodged a bona fide appeal against such levy or judgment; or

52.1.12 failure by the Contractor to pay to the Authority an amount (of not less than Indexed for Inflation in accordance with the provisions of Clause 1.2(c)) due and payable from it hereunder (except for liquidated damages payable under Clause 27 to which Clause 52.1.6 applies) within 30 Business Days of a written demand which refers to either a previous invoice (or invoices cumulatively adding up to more than Indexed for Inflation in accordance with the provisions of Clause 1.2(c)) or other written demand for the same sum which is unpaid (unless the relevant amount is disputed in good faith); or

52.1.13 if a change of control of the Contractor (within the meaning of Clause 59.2 (Change of Control)) occurs without the prior written consent of the Authority or not as otherwise permitted in Clause 59.2; or

52.1.14 NOT USED.

52.1.15 (without limitation to any other Event of Default) if the Banks (or a requisite majority of the Banks or the Agent) declare a default in respect of the debt under any of the Financing Agreements and accelerate all or part of such debt as a result of any event or circumstance and enforce their security pursuant to the Financing Agreements which does not also constitute an Event of Default under any of Clauses 52.1.1 to 52.1.14 inclusive (unless resulting from a breach by the Authority of its obligations under the Contract) (except where the Contractor has demonstrated within 10 days of such acceleration to the satisfaction of the Authority that it is able to continue to comply with its obligations under the Contract).

52A TERMINATION BY THE AUTHORITY FOR BREACH OF THE REFINANCING PROVISIONS

52A.1 If the Contractor wilfully breaches Clause 49A (Refinancing) then the Authority may terminate the Contract at any time on or before its Expiry Date by complying with its obligations under Clauses 52A.2 to 52A.4 below.

52A.2 If the Authority wishes to terminate the Contract under this Clause, it must give notice to the Contractor stating:

(a) that the Authority is terminating the Contract under this Clause 52A.2.1 (Termination by the Authority for breach of the Refinancing provisions);

(b) that the Contract will terminate on the date falling 30 days after the date of receipt of the notice;

(c) whether the Authority has chosen to exercise its option under paragraph 52A.3 below.

52A.3 On termination, unless provided otherwise in this Contract**,** the Authority shall have the option to require the Contractor to transfer to the Authority all of its rights, title and interest in and to the Assets.

52A.4 The Contract will terminate on the date falling 30 days after the date of receipt of the notice referred to in Clause 52A.2 above.

52B Compensation on Termination for Breach of the Refinancing Provisions.

On termination under Clause 52A.4 above the Authority shall pay the Contractor an amount equal to the amount payable under Clause 61 (Corrupt Gifts and Payments) in accordance with Clause 60 (Payment for Termination).

53. RECTIFICATION

53.1 Where an Event of Default has occurred by reason of any matter occurring which is referred to in Clause 52.1.3, sub paragraph (i) and (iii) of Clause 52.1.5 and Clauses 52.1.8,52.1.13,52.1.14 and 52.1.15 (but not if such matter is also referred to in any of Clause 52.1.1 or 52.1.2 (inclusive)), the Authority shall give notice to the Contractor in writing (the "**Rectification Notice**"), and the Contractor shall either propose a programme of rectification or remedy such Event of Default. If no such proposal for rectification is received by the Authority within 30 days of the date of the Rectification Notice the Authority may proceed to terminate the Contract in accordance with Clause 54 (Termination for Default) unless such Event of Default has been remedied within the said period of 30 days in which case no further action will be taken and the Contract will continue.

53.2 Where a proposal for rectification is received by the Authority within 30 days of the date of the Rectification Notice, and is approved by the Authority (such approval not to be unreasonably withheld or delayed) the Contractor shall carry out such approved rectification and remedy the default within 60 days from the date of the Rectification Notice, save that the Authority may extend the said period if it thinks fit. At the expiry of the 60 days (or any such extended time) if the Contractor has failed to remedy the Event of Default to the reasonable satisfaction of the Authority, the Authority may proceed to terminate the Contract in accordance with Clause 54 (Termination for Default). If at the expiry of such period the Contractor has so remedied the Event of Default, no further action will be taken and the Contract will continue.

53.3 If the Authority does not approve the proposal for rectification, the Authority may proceed to terminate the Contract in accordance with Clause 54 (Termination for Default).

53.4 The Authority shall inform the Contractor of its decision to approve or reject any rectification proposal as soon as reasonably practicable following receipt by the Authority of the same and in any event within 14 days of the proposal's submission to the Authority.

54. TERMINATION FOR DEFAULT

54.1 Where an Event of Default has occurred and after the Contractor's rights (if any) under Clause 53 (Rectification) have expired, the Authority may proceed to terminate the Contract by giving notice in writing (the "**Termination Notice**") to the Contractor, receiver, liquidator or any person in whom the Contract may be vested. Such Termination Notice shall take effect subject to the provisions of Clause 60 (Payment for Termination) and the Direct Agreement.

54.2 Where:

(a) an Event of Default has occurred other than by reason of any matter occurring which is referred to in Clauses 52.1.3 or 52.1.5(i);

(b) a Termination Notice has been served but in accordance with the Direct Agreement the Termination Date has not occurred; and

(c) the Authority is satisfied that such Event of Default and each other Event of Default (if any) has been remedied and the Authority is satisfied that the default or defaults that gave rise to such Event of Default and the default or defaults that gave rise to any other Event of Default are unlikely to recur,

then the Termination Notice shall be revoked; provided that the Authority may if in its absolute discretion it so elects but shall not be obliged to revoke more than two Termination Notices in aggregate pursuant to this Clause 54.2 and/or pursuant to Clause 10.3 of the Direct Agreement in any rolling five-year period.

54.3 The Contractor acknowledges and agrees that unless the Authority decides otherwise each of the failures set out in Clauses 52.1.1, 52.1.2, and 52.1.10(i) shall be a breach that is incapable of remedy for the purposes of Clause 54.2.

54.4 Where a replacement Operating Sub-contractor is appointed in accordance with Clause 8 of the Contract or the Direct Agreement, any revocation of a Termination Notice served in respect of a failure as set out in Clause 52.1.5(ii) that has occurred during the five years preceding such appointment shall for the purposes of Clause 54.2 be disregarded.

54.5 For the avoidance of doubt, service by the Authority of any Rectification Notice, Termination Notice, First Notice, Warning Notice or Final Notice, and/or and any notice of revocation thereof pursuant to Clause 53 or this Clause 54 shall be served by a Named Representative of the Authority.

55. NOT USED.

56. VOLUNTARY TERMINATION BY THE AUTHORITY

The Authority shall have an option to terminate the Contract at will on the fifth anniversary of the Date of Contract, or at any time thereafter upon 6 months' written notice to the Contractor whereupon compensation will be payable to the Contractor in accordance with Clause 60.2 (Payment for Termination).

In the event of the Authority exercising its right under Clause 56 (Voluntary Termination by the Authority) to terminate the Contract, the provisions of Schedule K shall apply.

56A TERMINATION FOR AUTHORITY PAYMENT DEFAULT

56A.1 Without prejudice to any other rights that the Contractor may have, if the Authority fails to make payment of any amount (other than any amount being disputed in good faith in accordance with Clause 49 (Payment) of money exceeding (Indexed for Inflation in accordance with the provisions of Clause 1.2(c)) that is due and payable by the Authority under the Contract within 90 days of the date that the amount fell due for payment, the Contractor may elect to terminate the Contract, whereupon Clause 56A.2 shall apply.

56A.2 If the Contractor elects to terminate the Contract pursuant to Clause 56A.1, the Contract will terminate on the date falling 30 days thereafter, in which case

compensation will be immediately due and payable to the Contractor in accordance with Clause 60.3(Payment for Termination).

57. UNILATERAL TERMINATION UNDER A DIRECT AGREEMENT

The Authority may terminate the Contract at will in accordance with Clause 10.13 of the Direct Agreement, in which case compensation will be payable to the Contractor in accordance with Clause 60.3 (Payment for Termination).

58. FORCE MAJEURE

58.1 If a Force Majeure event arises during the term of the Contract which directly causes the Contractor to be materially unable to comply with its obligations hereunder, the Contractor shall give notice thereof to the Authority. The Contractor and the Authority may if they so choose, agree such terms as are appropriate for the continued performance of the Contract (including, if such terms are agreed, any appropriate variation to the Contract Price and the Scheduled Opening Date), and such terms shall be agreed in accordance with Clause 73 (Authority to Commit and Variation). If no such terms are agreed within 60 days of the commencement of the said event, and such event is continuing or its consequence remains that the Contractor is materially unable to comply with its obligations, the Parties hereby agree that both Parties shall be excused performance of any and all obligations imposed upon them by the Contract and the Contract shall thereupon terminate (unless otherwise agreed), subject to the terms of Clause 60 (Payment for Termination).

58.2 During the said period of 60 days (or such longer period as may be agreed in writing) after the commencement of the Force Majeure event:

(i) the Contractor shall be excused from, and shall not be held liable for failure in the performance of, the relevant obligations under the Contract that it is not able to perform by reason of the Force Majeure in respect of such period, and shall not be liable to the Authority by virtue of the Force Majeure event nor shall the Authority be entitled to exercise its rights to terminate the Contract under Clause 52 (Default by the Contractor) with regard to the failure to perform such relevant obligations; and

(ii) the Authority shall be excused from payment in respect of the relevant obligations to the extent not performed by the Contractor.

58.3 The Force Majeure events are:

(i) war, civil war (whether declared or undeclared) or armed conflict arising within and affecting England and Wales; or

(ii) nuclear, chemical or biological contamination of the Site arising from any of the events at (i) above; or

(iii) substantial damage arising from the effect of sonic booms.

58.4 For the avoidance of doubt, the Contractor shall accrue no Performance Points pursuant to Clause 48.1 (Performance Evaluation) by reason of Performance Measures occurring by reason of the continuance of an event of Force Majeure.

59. CHANGE OF CONTROL

59.1 The Contractor shall inform the Authority immediately of any change in the ownership of the Contractor. Change of ownership means for this purpose any material change to the direct or indirect legal or beneficial ownership of the Contractor, and a change in the ownership is material if it relates directly or indirectly to 3% or more of the Contractor's issued share capital.

59.2 The Contractor shall obtain the Authority's written consent (which may be given subject to conditions) prior to any change of control of the Contractor (other than where the Banks exercise their rights in respect of shares in the Contractor, granted in any document conferring security over any of the shares in the Contractor, to take a transfer of the shares in the Contractor (other than pursuant to any power of sale)). The Authority has the right to terminate the Contract at its election, if such consent is not so obtained when required by this Clause 59.2, as set out in Clause 52.1.13. Change of control of the Contractor means an event where any single person or group of persons acting in concert (within the meaning of The City Code on Take-Overs and Mergers) acquires control of the Contractor or any of the Shareholders or any direct or indirect interest in the relevant share capital (as defined in Section 198(2) of the Companies Act 1985 as if for this purpose each of the Contractor and the Shareholders was a public company) of the Contractor or Shareholders as a result of which that person or group of persons has:

(i) a direct or indirect interest in more than 25% of the relevant share capital of the Contractor or any of the Shareholders; or

(ii) (in relation to a person or group of persons who at the relevant time already has a direct or indirect interest in more than 25% of the relevant share capital of the Contractor or Shareholders) a direct or indirect interest in 75% or more of the relevant share capital of the Contractor or Shareholders.

For the avoidance of doubt, any transfer of shares in or control of the Contractor between the Shareholders as at the Date of Contract shall not constitute a change of control under this Clause 59.2.

For the purpose of Clause 59.1 and 59.2:

(i) any change in beneficial or legal ownership of any shares that are listed on a stock exchange shall be disregarded; and

(ii) any change in the beneficial or legal ownership of any interests in a limited partnership or in any shares in a general partner of a limited partnership shall be disregarded;

(iii) any transfer of shares or of any interest in shares by a person to its affiliate shall be disregarded. For these purposes an "**affiliate**" is, in relation to any person, any holding company of that person and any subsidiary of that person or of any such holding company ("**subsidiary**" and "**holding company**" having for this purpose the meanings ascribed to those terms in the Companies Act 1985).

59.3 If an Unsuitable Person becomes a parent undertaking of the Contractor or the Operating Sub-contractor the Authority shall have the right to invoke the provisions

of Clause 59.4 at its election by notice in writing to the Contractor (and the date of such notification shall be the "Notification Date")**.** For the purposes of this Clause, an "**Unsuitable Person**" means a person that the Authority reasonably believes it is against the public interest to permit to be associated with the operation of secure training centres in the United Kingdom (and for the avoidance of doubt this shall not include any person that is then (and is reasonably likely to continue to be) involved in the juvenile detention sector) and **"parent undertaking"** shall bear the meaning given to that expression in Section 258 of the Companies Act 1985.

59.4 Upon the Authority notifying the Contractor pursuant to Clause 59.3 that it wishes to invoke the provisions of this Clause 59.4, the Contractor shall or shall procure (as appropriate) the following:

59.4.1 if the notification relates to an Unsuitable Person becoming a parent undertaking of Operating Sub-contractor, that either (at the option of the Contractor):

(a) the Contractor shall appoint a new Operating Sub-Contractor who and whose parent undertaking is not an Unsuitable Person which appointment shall take effect within 9 months following the Notification Date; or

(b) the Operating Sub-contractor shall have received an indicative offer from a Person who and whose parent undertaking is not an Unsuitable Person to purchase such number of shares in the capital of the Operating Sub-Contractor as shall result in such Person becoming a parent undertaking of the Operating Sub-Contractor within 3 months following the Notification Date and such offer shall have become unconditional in all respects within 9 months following the Notification Date;

59.4.2 if the notification relates to an Unsuitable Person becoming a parent undertaking of the Contractor, that:

(a) the Shareholder(s) whose holding of shares ("Shares") has resulted in an Unsuitable Person becoming a parent undertaking of the Contractor (the "Relevant Shareholder"), shall forthwith remove the director(s) nominated by it ("Nominated Directors"), if any, from the boards of the Contractor and Holdco and shall not be entitled to attend and vote, or count in any quorum, at any meeting of the members of the Contractor or Holdco (as the case may be). The Relevant Shareholder will continue to be entitled to participate in any distribution made by the Contractor, whether in cash or otherwise; and

(b) the Relevant Shareholder shall cease to be a shareholder of Company on or before the date 9 months following the Notification Date.

59.4.3 If the Contractor fails to comply or procure compliance (as appropriate) with the provisions of Clause 59.4.1 and 59.4.2, the Authority shall be entitled to terminate this Contract and the Contractor shall be entitled to receive compensation on termination in accordance with the provisions of Clause 60.4 (Payment for Termination).

60 PAYMENT FOR TERMINATION

60.1 Where the Contract terminates as contemplated in Clause 54 (Termination for Default), the Authority shall, provided that the Banks have complied with their obligations to the Authority under the Direct Agreement (including, without limitation their obligation to use all reasonable endeavours as set out in Clause 8.5 of the Direct Agreement) and it has been established that no replacement Operating Sub-Contractor or Substitute Entity has been found and appointed or could reasonably have been expected to be found and appointed by the Termination Date pay to the Contractor the amounts due as set out in Schedule J in accordance with the provisions of Schedule J but only if such termination occurs on or after the date of the Independent Engineer's Declaration.

60.2 In the event of termination under Clause 56 (Voluntary Termination) or Clause 56A (Termination for Authority Payment Default) the Authority shall pay to the Contractor the amounts as set out in Schedule K.

60.3 In the event of termination under Clauses 57 (Unilateral Termination) or 61.4 (Corrupt Gifts and Payments) or 52A.4 (Breach of Refinancing Provisions) the Authority shall pay to the Contractor the amount of the Lender Liabilities.

60.4 In the event of termination under Clauses 58 (Force Majeure) or 59.3 (Change of Control) the Authority shall pay to the Contractor the amount of the Lender Liabilities.

60.5 Without prejudice to the express provisions of the Direct Agreement, this Clause 60 and Clauses 6.11 and 47.4 contain the Contractor's sole contractual entitlement to payment or compensation in the event of termination of the Contract not constituting a breach by the Authority of its obligations under the Contract. Further, without prejudice to any rights (including, without limitation, any right to claim for damages for breach of Contract) accrued up to and including the date of termination and except as provided in Clause 60.3 or Clause 60.4 or as expressly provided in the Direct Agreement, no payment or compensation shall be payable in the event of termination of the Contract (not constituting a breach by the Authority of its obligations under the Contract) before the date of the Independent Engineer's Declaration.

60.6 (a) All sums payable by the Authority under this Clause 60 (the **"Termination Payment"**) shall be increased in the event that the Contractor shall incur any liability for Taxation in respect of any Termination Payment, so as to ensure that the net amount received by the Contractor (after account is taken of the Taxation consequences of the increased payment) is equal to the full amount which would have been received by it had no such liability to Taxation been incurred.

(b) In this Clause 60.6 the expression **"Taxation"** means:-

(i) any liability to corporation tax of the United Kingdom;

(ii) the loss or use of any loss, relief, allowance, exemption, set-off or deduction in computing, or against, profits, income or gains of any description or from any source for the purposes of corporation tax of the United Kingdom save where such loss, relief, allowance etc. or compensation payment is derived from the Project or the Contractor’s interest under the Lease;

but shall not include loss or use of any reliefs as a consequence of the distribution of the Termination Payment by the Contractor whether by way of interest, dividend or other distribution, repayment or reduction or redemption of capital or indebtedness or return of assets or otherwise howsoever.

(c) The Contractor shall keep the Authority fully informed of all negotiations with the Inland Revenue relating to any liability for Taxation in respect of any Termination Payment. The Contractor shall not agree, accept or compromise any claim or issue or dispute relating to such liability without the prior written consent of the Authority which shall not be unreasonably withheld or delayed. The Authority may, if it considers in good faith that such action is justified having regard to the likely costs and benefits, direct the Contractor to resist, appeal, defend or otherwise dispute any assessment relating to its liability for Taxation in respect of the Termination Payment and the costs of any such dispute shall be at the Contractor's expense. However, if the Contractor obtains at its own expense professional advice from a person with relevant expertise that any resistance, appeal, defence or other mode of disputation is not likely to result in any diminution of the liability to Taxation, the Contractor need not commence or continue (as the case may be) such resistance, appeal, defence or other mode of disputation and may agree, accept or compromise any claim, issue or dispute as it sees fit without the consent of the Authority. Where a dispute is prosecuted and results in a diminution in the Contractor's liability for taxation, an adjustment shall be made between the parties to reflect the outcome of the dispute.

(d) The increased amount which is payable under Clause 60.6(a) shall be determined upon the following assumptions and bases:-

(i) the Project and the Contractor's interest under the Lease comprise the sole trade and business of the Contractor;

(ii) the assets and equipment held, owned, hired, leased or otherwise used by the Contractor for the purposes of the Project comprise the sole assets and equipment of the Contractor;

(iii) that full account shall be taken of any unrelieved trading losses or other reliefs derived from the Project and the Contractor's interest under the Lease which can be set off against, or against Taxation in respect of, the Termination Payment;

(iv) losses or other amounts eligible for relief from corporation tax derived from the Project or the Contractor's interest under the Lease which have been surrendered by the Contractor by way of group relief or consortium relief shall be assumed for these purposes not to have been surrendered and to remain available as carried forward trading losses or other reliefs but only to the extent that had such losses or other amounts not been so surrendered they would be available for set-off against, or against Taxation in respect of, the Termination Payment and would not have been available for deduction against or taken into account in computing the Contractor's profits for United Kingdom tax purposes for any accounting period of the Contractor prior to that in which the Termination Payment is received for tax purposes;

(v) that, where Clause 56 (Voluntary Termination by the Authority) applies, (a) the Contractor is deemed to redeem any subordinated debt of the Contractor at an amount equal to the present value of the Extracted Cash Flows forecast to arise from the Termination Date to the Expiry Date as computed for the purposes of (and as defined in) Schedule K to the extent the same are attributable to interest and repayments in respect of such subordinated debt and (b) the Contractor is deemed to make a payment to the Operating Sub-contractor to terminate the Operating Sub-contract of an amount equal to the Net Present Value of the Future Operating Margin as computed for the purposes of (and as defined in) Schedule K; and

(e) The increased or, as the case may be, additional payment under Clause 60.6(a) shall be made five Business Days before the Contractor is obliged to make a payment in respect of its liability for Taxation in respect of the Termination Payment, subject to the provision, at least 20 Business Days prior to the date for such payment, of evidence, in reasonably sufficient detail for the Authority to satisfy itself, of the basis on which such liability has been calculated, and to the right of the Authority, upon providing the Contractor with satisfactory evidence of payment, to make payment directly to the Inland Revenue. However, if and to the extent that such liability for Taxation in respect of the Termination Payment is reduced by the utilisation of any loss or relief which is not derived from the Project or the Contractor's interest under the Lease or the set-off of a right to repayment of Tax then such increased or, as the case may be, additional payment shall be made, in the case of a utilisation of any loss or relief, when and to the extent that any surrendering company (as defined for the purposes of section 402(1) of the Taxes Act) or the Contractor, as the case may be, first makes a payment of Taxation which would not have been made had such loss or relief not been so utilised or , in the case of the set-off of any right to repayment of Tax, on the date that such repayment would otherwise have been made.

60.7 In the event of voluntary termination pursuant to Clause 56 (Voluntary Termination by the Authority), the Contractor shall provide and/or procure that the Operating Sub-contractor shall provide to the Authority such information concerning its respective financial position as shall be necessary to enable the relevant termination payment calculation to be carried out in accordance with Clause 60.2 and Schedule K (together with such supporting evidence as the Authority may reasonably require). Such information shall include, without limitation, Project Cash Flows and Extracted Cash Flows (both as defined in Schedule K). The Project Cash Flows and Extracted Cash Flows shall be prepared in respect of six-monthly periods (i) from the date of signature of the Contract up to the Termination Date (or in respect of such shorter period where the final period prior to the Termination Date is less than six months) and (ii) from the Termination Date until the Expiry Date (or in respect of such shorter period where the final period prior to the Expiry Date is less than six months).

60.8 (a) The Contractor agrees that it will not take or refrain from taking any action in relation to its contractual arrangements (including, without limitation, pursuant to any Sub-contract or Financing Agreement) or otherwise that is motivated primarily by a desire to increase the payment that would be due from the Authority on a termination of the Contract rather than by other considerations.

(b) The Authority agrees that it will not take or refrain from taking any action that is motivated primarily by a desire to decrease the payment due from it on termination of the Contract if such termination payment is calculated in accordance with Schedule J.

60.9 Amounts due under this Clause 60 shall be determined and paid in accordance with Clauses 12 and 14 of the Direct Agreement.

61. CORRUPT GIFTS AND PAYMENTS AND FRAUD

61.1 **In this Clause 61** "Prohibited Act" **means:**

61.1.1 Offering giving or agreeing to give to any servant of the Authority any gift or consideration of any kind as an inducement or reward:

(a) for doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Contract or any other contract with the Authority; or

(b) for showing or not showing favour or disfavour to any person in relation to this Contract or any other contract with the Authority;

61.1.2 Entering into the Contract or any other contract with the Authority in connection with which commission has been paid or has been agreed to be paid by the Contractor or on its behalf, or to its knowledge, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to the Authority;

61.1.3 Committing an offence:

(a) under the Prevention of Corruption Acts 1889-1916;

(b) under Legislation creating offences in respect of fraudulent acts, or

(c) at common law in respect of fraudulent acts in relation to this Contract or any other contract with the Authority; or

61.1.4 Defrauding or attempting to defraud or conspiring to defraud the Authority provided that in respect of Prohibited Acts not connected with the Project then in respect of persons other than:

(a) the Contractor or its employees, agents (including directors) or shareholders; or

(b) the Sub-Contractors or their respective employees, agents (including directors).

61.2 A Prohibited Act shall not be deemed to have occurred unless and until the relevant person has either:

61.2.1 Admitted the Prohibited Act; and/or

61.2.2 Been convicted of or held liable for the Prohibited Act by a court of law or other competent body.

61.3 The Contractor warrants that in entering into the Contract it has not committed any Prohibited Act.

61.3.1 If the Contractor or any Sub-Contractor (or anyone employed by or acting on behalf of any of them) or any of its or their agents or shareholders commits any Prohibited Act, then the Authority shall be entitled to act in accordance with Clauses 61.3.2 to 61.3.7 below.

61.3.2 If a Prohibited Act is committed by the Contractor or by an employee not acting independently of the Contractor, then the Authority may terminate the Contract by giving a Termination Notice to the Contractor.

61.3.3 If a Prohibited Act is committed by an employee of the Contractor acting independently of the Contractor, then the Authority may give a Termination Notice to the Contractor and the Contract will terminate, unless within 30 days of receipt of such Termination Notice the Contractor terminates the employee's employment and (if necessary) procures the performance of such part of the Services by another person.

61.3.4 If a Prohibited Act is committed by the Sub-Contractor or by an employee of that Sub-Contractor not acting independently of that Sub-Contractor, then the Authority may give a Termination Notice to the Contractor and the Contract will terminate, unless within 30 days of receipt of such Termination Notice the Contractor terminates the relevant Sub-Contract and within 90 days of receipt of such Termination Notice procures the performance of such part of the Services (as may be applicable) by another person.

61.3.5 If a Prohibited Act is committed by an employee of a Sub-Contractor acting independently of that Sub-Contractor, then the Authority may give a Termination Notice to the Contractor and the Contract will terminate, unless within 30 days of receipt of such a Termination Notice the Sub-Contractor terminates the employee's employment and (if necessary) procures the performance of such part of the Services by another person.

61.3.6 If a Prohibited Act is committed by any other person not specified in Clauses 61.3.2 to 61.3.5 above, the Authority may give a Termination Notice to the Contractor and the Contract will terminate unless within 30 days of receipt of such Termination Notice, the Contractor procures the termination of such person's employment and of the appointment of their employer (where not employed by the Contractor or the Sub-Contractors) and (if necessary) procures the performance of such part of the Services by another person.

61.3.7 Any Termination Notice under this Clause shall specify:

(a) the nature of the Prohibited Act;

(b) the identity of the person whom the Authority believes has committed the Prohibited Act;

(c) the date on which the Contract will terminate, in accordance with the applicable provision of this Clause; and

(d) a statement that the provisions of Clause 60.3 shall apply.

62. ARRANGEMENTS ON TERMINATION

62.1 Upon the termination of the Contract, for whatsoever reason, the Contractor shall co-operate with the Authority to such extent as may be required for a period of up to 6 months from the date of termination, such period to be determined solely by the Authority, to ensure an orderly and efficient transition from the management of the Secure Training Centre by the Contractor to the management of the Secure Training Centre by the Authority or some other person. The Contractor shall use its best endeavours to ensure that any Sub-contractor complies with this Clause 62.1. The Authority shall reimburse to the Contractor and the Sub-contractors all reasonable costs and expenses incurred in satisfying the provisions of this Clause, such amount of reimbursement being subject to reduction in respect of any amounts outstanding from the Contractor or any Sub-contractor to the Authority.

62.2 This Clause 62 shall survive termination of the Contract for whatever reason.

63. TERMINATION SURVEY

63.1 The Authority shall have the right to carry out a final dilapidation survey six months prior to the conclusion of the Contract under Clause 2 (Duration of Contract) or within 14 days after the giving of any Termination Notice under Clause 54 (Termination for Default) or notice of termination of the Contract pursuant to Clause 56 (Voluntary Termination by the Authority) whichever is the earlier. The provisions of Clauses 22.2 and 22.3 (Dilapidation Survey) shall apply to this survey.

63.2 If, upon the termination or conclusion of the Contract, the Contractor has failed to carry out any repairs to or maintenance of the Secure Training Centre required as a result of the survey, the Authority in accordance with Clause 51 (Amount Due and Set-Off), but without limitation to the provisions thereof, may set off the costs of such repairs and/or maintenance (which costs shall be immediately due and payable by the Contractor to the Authority) against any sum payable to the Contractor under the Contract, or alternatively the same shall be recoverable by the Authority from the Contractor as a debt due to the Authority.

63.3 Twelve months prior to the end of the Contract Term or upon service of a Termination Notice or a notice pursuant to Clause 56 (Voluntary Termination by the Authority) whichever is the earlier, the Authority shall establish an account into which it shall pay per cent (or cent, if the period from the date of establishment of such account to the termination of the Contract Term shall be less than seven months) of the Contract Price (before any reduction therefrom pursuant to Clause 48 (Performance Evaluation)) for each month thereafter on a monthly basis until termination of the Contract Term or the acceptance by the Authority of a Substitute Entity (as contemplated in the Direct Agreement), such amounts being a reduction of the amount payable to the Contractor hereunder. Such amounts shall be released to the Contractor if a Termination Notice is revoked or withdrawn under the Direct Agreement more than twelve months prior to the Expiry Date and the relevant repairs and maintenance required as a result of the final dilapidation survey have been carried out. Upon or after termination or expiry of the Contract Term, the Authority shall be entitled to apply any amounts standing to the credit of such account towards payment of the debt due referred to in Clause 63.2. To the extent that, following completion of any repairs or other works as are referred to in this Clause 63, the amount standing to the credit of such account exceeds the amount of such debt due, such excess shall forthwith be paid by the Authority to the Contractor together with any interest accrued on such amount. In the event of the Authority's acceptance of a

Substitute Entity, the amount standing to the credit of such account shall become payable to the Contractor together with any interest accrued on amounts standing to the credit of such account from time to time.

63.4 This Clause 63 shall survive termination of the Contract for whatever reason.

64. NOTICE OF DEFAULT EVENTS

64.1 Without prejudice to the generality of Clause 64.2, the Contractor shall give the Authority in writing notice of any proposal to resolve that the Contractor be wound up immediately it becomes aware of such proposal.

64.2 The Contractor shall notify the Authority in writing immediately it has knowledge of any event which constitutes an Event of Default or an event which with the giving of notice and/or lapse of time and/or making of any determination would constitute an Event of Default.

PART VIII - MISCELLANEOUS

65. INTERVENTION BY THE SECRETARY OF STATE UNDER SECTION 10 OF THE CRIMINAL JUSTICE AND PUBLIC ORDER ACT 1994

65.1 Without prejudice to the other provisions of this Clause 65, the Contractor will note and comply with any intervention by the Secretary of State pursuant to the provisions of Section 10 of the 1994 Act . For the avoidance of doubt, this Contract shall continue in full force during the subsistence of any Secretary of State Intervention.

65.1A If the Authority becomes aware that there is a reasonable likelihood that the Secretary of State will invoke its powers under Section 10 of the 1994 Act to appoint a Crown servant to act as a governor of the Secure Training Centre (a "Secretary of State Intervention"), the Authority shall as soon as reasonably practicable notify the Contractor in writing to that effect together with the reasons why such action is reasonably likely and the Parties shall use all reasonable endeavours to agree a reasonable plan (the “Plan”) to minimise the likelihood of a Secretary of State Intervention, provided that to the extent that the effect of the Plan would be to require a change to the Works, the Services, the Operating Procedures or any other obligation of the Contractor under the Contract, the Plan shall be deemed to be a Notice of Change for the purposes of Clause 11 (Changes to the Works and/or Services Required). For the avoidance of doubt, the preparation of any Plan is without prejudice to the Secretary of State’s rights under Section 10 of the 1994 Act.

65.2 If a Secretary of State Intervention occurs and the Contractor is not in breach of its obligations under the Contract then for so long as and to the extent that the Secretary of State Intervention is occurring, and this prevents the Contractor from providing any part of the Services, the Contractor shall be relieved from its obligations to provide such part of the Services and, provided that the Contractor provides the governor with reasonable assistance (such assistance to be at the expense of the Authority to the extent incremental costs are incurred by the Contractor), the payment due from the Authority in accordance with Schedule G for the duration of the Secretary of State Intervention in respect of that part of the Services affected by the Secretary of State Intervention shall be equal to the maximum payment that the Contractor would have received in accordance with Schedule G if it had provided the

Services affected by the Secretary of State Intervention in full over that period. For the avoidance of doubt, with respect to such part of the Services that the Contractor is not prevented from providing by the Secretary of State Intervention, the Contractor shall be paid in accordance with the Schedule G.

65.3 If the Secretary of State Intervention occurs as a result of a breach by the Contractor of its obligations under the Contract then for so long as and to the extent that the Secretary of State Intervention is occurring, the Contractor shall be paid in accordance with Schedule G provided that Authority shall in accordance with Clause 51 (Amount Due and Set-Off) be entitled to set–off from any such amounts any reasonable and proper costs incurred by it during such period in restoring the Service to the levels required under the Contract.

66. NOT USED

67. PUBLIC RELATIONS AND PUBLICITY

67.1 The Authority reserves the right to publish information about the performance of the Contract and/or any other information as it may deem appropriate from time to time, other than in respect of the Confidential Matters, which it may only publish in response to enquiries from Parliament, its members and officers and any person conducting an enquiry on behalf of or appointed by the Authority, whether or not the enquiry is statutory, and to enquiries legitimately made by persons acting in the public interest.

67.2 The Contractor shall not by itself, its servants, agents or Sub-contractors communicate with representatives of the press, television, radio or other communications media on any matter concerning the Contract without the prior written approval of the Authority.

67.3 No facilities to photograph or film in or upon the Site or the Secure Training Centre shall be given or permitted by the Contractor unless the Authority has given prior written approval.

68. CONFIDENTIAL INFORMATION AND USE OF DOCUMENTS

68.1 The Contractor will note and comply with the provisions of Section 14 of the 1994 Act on the wrongful disclosure of information acquired by persons who are or have been employed at a secure training centre (whether as a Custody Officer or otherwise).

68.2 The Contractor will note and comply with the provisions of the Official Secrets Acts 1911 - 1989.

68.3 The Contractor shall take all reasonable steps, by instruction, display of notices or other appropriate means, to ensure that all persons including staff or any Sub-contractor employed on any work in connection with the Contract have notice that these statutory provisions apply to them and will continue to apply to them after the completion or earlier termination of the Contract and after termination of their employment.

68.4 Except with the prior written consent of the Authority and save for disclosure pursuant to Clause 70.11, the Contractor shall not disclose the Contract or consent to the disclosure by the Construction Sub-contractor or the Operating Sub-contractor of,

respectively, the Construction Sub-contract or the Operating Sub-contract or any provision thereof to any person other than a person engaged in the carrying out of the Contract or the Construction Sub-contract or the Operating Sub-contract or an adviser to such person whether (in either case) employed by the Contractor or a Sub-contractor or a Bank. Such disclosure shall be made in confidence and shall be limited to disclosure necessary for the purposes of the Contract, the Construction Sub-contract or the Operating Sub-contract respectively, or advice sought in relation thereto and/or the financing of the Secure Training Centre and the Project. The Authority will not disclose and will ensure that its representatives are obliged not to disclose any of the Confidential Matters to any third party without the consent of the Contractor except in response to enquiries from Parliament, its members and officers and any person conducting an enquiry on behalf of or appointed by the Authority, whether or not the enquiry is statutory, and to enquiries legitimately made by persons acting in the public interest.

68.5 Except with the prior written consent of the Authority, the Contractor will not make use of the Contract or any information issued or furnished by or on behalf of the Authority otherwise than for the purpose of the Contract.

68.6 Where the Contractor, in carrying out its obligations under the Contract, is provided with information from or by a third party, the Contractor shall not disclose or make use of any such information otherwise than for the purpose for which it was provided, unless the Contractor has sought the consent of the said third party, and has obtained the prior written consent of the Authority (which consent shall be granted by the Authority unless such information relates to or may affect security at the Secure Training Centre and/or the disclosure of such information would be contrary to public interest).

68.7 Upon the termination of the Contract for whatever reason (including effluxion of time), the Contractor shall ensure that, subject to applicable Legislation including without limitation the Data Protection Act, all documents in its possession, custody or control which contain information relating to any Trainee who is or has been detained at the Secure Training Centre (including any documents in the possession, custody or control of a Sub-contractor) are delivered up to the Authority. Subject to applicable Legislation including without limitation the Data Protection Act all rights to the said documents are hereby assigned to and vest in the Authority upon the said termination.

68.8 The Contractor will note and facilitate the Authority's compliance with the Code of Practice on Access to Government Information (1994) as it may be amended from time to time. In the event that the Authority is required to provide information to a Person as a result of a request made to it under the Code, the Authority shall adhere to the requirements of the Code in disclosing information relating to the Contract and the Contractor.

68.9 Notwithstanding any of the provisions of this Clause 68 or of Clause 67 (Public Relations and Publicity) above nothing herein shall apply to information which is publicly available (other than where it is made available as a result of a breach of the Contract), nor prevent disclosure of the terms of the Contract or any information by either Party:

(a) to its professional advisers, on a confidential basis; or

(b) to the Banks or their professional advisers provided they execute a document with the Contractor and the Authority agreeing to be bound by the provisions of this Clause with respect to such information; or

(c) to the extent required by law or any regulatory or tax authority including the rules of any recognised securities exchange.

68.9A The Authority recognises that the Operating Procedures are the confidential information of the Operating Sub-contractor and undertakes to keep them confidential and not to use the Operating Procedures otherwise than for the purpose for which they were provided. The Authority will use all reasonable endeavours to ensure that its employees are aware of these confidentiality restrictions.

68.10 The provisions of this Clause 68 shall survive termination of the Contract for whatever reason.

69. INTELLECTUAL PROPERTY RIGHTS

69.1 All Intellectual Property Rights in any Authority Materials shall remain vested in and be the property of the Authority (or if licensed by a third party to the Authority, its licensors).

69.2 All Intellectual Property Rights in the Data shall vest in and be the property of the Authority (or if licensed by a third party to the Authority, its licensors). To the extent that any Intellectual Property Rights in the Authority Materials and Data vest in the Contractor, Sub-contractor or any other third party engaged by the Contractor in performing the Contract, the Contractor hereby assigns to the Authority (or shall procure that the Authority is assigned) all present and future Intellectual Property Rights in the Authority Materials and Data (except to the extent these rights are already owned by the Authority) free from any lien, charge or encumbrance. By virtue of Clauses 69.1 and 69.2 all Intellectual Property Rights in the Authority Materials and Data shall vest in the Authority upon their creation.

69.3.1 The Contractor hereby grants to the Authority or shall procure that the Authority is granted:

(a) a non-exclusive, irrevocable, royalty free, licence in perpetuity, free of any charge to Use the Intellectual Property Rights in the Contractor Materials (excluding the Operating Procedures); and

(b) a non exclusive, free of any charge, royalty free, licence to Use the Intellectual Property Rights in the Operating procedures for the term of the Operating Sub-contract.

The Authority shall comply with any reasonable third party licence terms of which it is notified in respect of the Contractor Materials not owned by the Contractor or a Sub-contractor provided that no such term shall in any way restrict the scope of the licences set out in this Clause 69.3.1.

69.3.2 (a) The Contractor hereby grants to the Authority (or shall procure that the Authority is granted) a non-exclusive, irrevocable, royalty-free, perpetual, free of charge licence to Use the Contractor Software.

(b) The Contractor hereby grants to the Authority, or shall procure that the Authority is granted:

(i) a non-exclusive, irrevocable, royalty-free, free of charge licence to Use the Contractor Licensed Software (other than the Contractor Licensed Software referred to in Clause 69.3.2 (b) (ii) below), during the Contract Term if and to the extent that the Authority needs a licence to Use such Contractor Licensed Software during the Contract Term in order to receive the Services. Any licence in respect of Contractor Licensed Software under this Clause 69.3.2. (b)(i) shall take effect on or before the date on which the Authority or other third party needs to Use the Contractor Licensed Software to enable the Authority to receive the Services. A licence granted under this Clause 69.3.2. (b) (i) may extend only for such period as the particular item of Contractor Licensed Software is needed in order to receive the Services.

(ii) a non-exclusive, irrevocable, royalty-free, perpetual, free of charge licence to Use any Contractor Licensed Software which is specially written for the Project

(c) The Contractor shall ensure that the licensor of any Contractor Licensed Software (other than Commercially Available Contractor Licensed Software or Contractor Licensed Software to which Clause 69.3.2(b) (ii) applies) has (i) agreed to novation of such Contractor Licensed Software to the Authority or a Substitute Entity on expiry or earlier termination of the Contract or (ii) given consent for such Contractor Licensed Software to be licensed to the Authority or a Substitute Entity on the expiry or early termination of the Contract on not less favourable terms than the terms on which the relevant Contractor Licensed Software is licensed to the Contractor (or the Sub-contractor). In respect of Contractor Licensed Software which is Commercially Available the Contractor shall use all reasonable endeavours to ensure that licences for that software are capable of assignment or novation to the Authority or a Substitute Entity and are not automatically terminable on termination of this Contract.

(d) The Contractor shall ensure that during the Contract Term any Software which the Authority is licensed to Use in accordance with this Clause 69 (other than Commercially Available Contractor Licensed Software) is properly documented and has supporting source code and materials which the Contractor shall keep, or procure are kept, complete, accurate and up-to-date. The Contractor shall notify the Authority in advance of Software it intends to use in the provision of the Services and for the design, construction, or improvement of the Secure Training Centre so as to enable the Authority to consider whether source code escrow is required. The Authority shall consider each item of Software to be used on a case by case basis and shall notify the Contractor of any requirement to enter into a source code escrow agreement in respect of such Software (other than Commercially Available Contractor Licensed Software). Where reasonably required by the Authority, the Contractor shall enter into or shall procure that a relevant third party licensor enters into an appropriate source code escrow agreement with an independent escrow agent and the Authority, in such form as the Authority may require. The Contractor shall pay the costs of any source code escrow agreement during the Contract Term, provided that the Authority shall bear its own costs of negotiating the escrow terms. In the case of the Contractor Software, and any Contractor Licensed Software which is specially written for the Project the release events under the source code escrow agreement shall include but shall not be limited to:

(i) on service of a Termination Notice by either party for any reason or otherwise on expiry of the Contract;

(ii) on the exercise of step-in rights by or on behalf of the Authority.

In the case of any Contractor Licensed Software other than that which is specially written for the Project or Commercially Available the release events under the source code escrow agreement shall include but shall not be limited to: (i) on the expiry or earlier termination of the Contract, or (ii) on the exercise of step-in rights: in each case in circumstances where a third party maintenance agreement is not in place under which the Authority or a Substitute Entity can continue to receive maintenance services to enable continued Use of the relevant Contractor Licensed Software.

If source code is made available under this Clause 69.3.2 (d), notwithstanding any other provision of this Clause 69, the Authority's right to Use, shall be extended to include rights of Use in source code form to the extent necessary for ongoing maintenance and support and, in the case of source code relating to the Contractor Licensed Software written specially for the Project only, rights to modify enhance and develop in connection with such Use. Following such release of source code the Authority agrees to keep the source code confidential.

(e) The Authority shall comply with any third party licence terms of which it is notified in respect of the Contractor Licensed Software or Contractor Software (in which Intellectual Property Rights are owned by a Sub-contractor), provided that no such term shall restrict the scope of the licence set out at this Clause 69.3.2. The Contractor shall not use any item of Contractor Licensed Software that is not Commercially Available without first notifying the Authority and receiving confirmation of the Authority's agreement.

69.3.3 Where Intellectual Property Rights in Contractor Materials are vested in a third party including any Sub-contractor, the Contractor shall ensure that the Contractor has any rights necessary to enable the Contractor to carry out its obligations under the Contract. The Contractor shall ensure that it is a condition of any licence granted to the Contractor or the Authority that the Authority shall be entitled to:

(i) a non exclusive irrevocable, royalty-free licence in perpetuity, free of charge to Use the said Contractor Materials (excluding the Operating Procedures), such use shall include access to and copying in whatever form reasonably requested by the Authority of any or all of the Contractor Materials (excluding the Operating Procedures) during the Contract Term, and at any time thereafter, save that such copying shall be only for the purpose of such Use; and

(ii) a non-exclusive, free of charge, royalty free, licence to Use the Operating Procedures for the term of the Operating Sub-contract, such use shall include access to and copying in whatever form reasonably requested by the Authority of any or all of the Operating Procedures during the term of the Operating Sub-contract.

69.3.4 The Contractor shall not sell, copy, use or disclose in any manner or form the Intellectual Property Rights in or any of the Authority Materials, Data, Contractor Materials or Software referred to in this Clause 69 if the same would compromise the security or safety of the Secure Training Centre (except as necessary in order to perform the Services but subject to appropriate confidentiality arrangements) and

shall notify any proposed assignee of any Contractor Materials or Software of the licences granted under or in accordance with this Contract. If the Contractor wishes to grant a sub-licence to use any of the Authority Materials or Data, referred to in this Clause 69 to a third party (other than the Operating Sub-contractor or Construction Sub-contractor for the purposes referred to in Clause 69.9), it shall obtain the prior written consent of the Authority (not to be unreasonably withheld or delayed).

69.3.5 In circumstances of sub-licensing to a Substitute Entity or other person, the Authority shall ensure that the Substitute Entity or other person granted a sub-licence shall only use the Contractor Materials, Contractor Software, Contractor Licensed Software (including Commercially Available Contractor Licensed Software) for the Use specified in this Contract and shall not be entitled to commercially exploit them.

69.4 Where the Authority directly contributes to the development of such material or rights as referred to in Clause 69.3, but excluding for the avoidance of doubt the Operating Procedures (including where work is jointly created by the Authority and the Contractor or any Sub-contractor and/or the Authority contributes to development costs) the Authority is entitled to and shall receive % of the gross sale price (net of VAT and any withholding tax payable in accordance with legal requirements, provided that the Contractor uses all reasonable endeavours to minimise the withholding tax payable) when received by the Contractor or Sub-contractor from the disposal or use of the said material or rights by the Contractor or any Sub-contractor to any other party.

69.5 After due and careful enquiry, the Contractor hereby warrants and undertakes that as far as the Contractor is aware any items licensed under this Clause 69 and used in accordance with the provisions of the Contract do not and will not infringe any third party's Intellectual Property Rights in the United Kingdom (whether or not such rights are registered or registerable).

69.6 Without limitation to Clause 78 and subject to applicable Legislation (including without limitation the Data Protection Act), the Contractor agrees to provide to the Authority prompt access to all information (in whatever form reasonably requested) used by the Contractor for the design, construction, operation, maintenance or improvement of the Secure Training Centre or required for it to take over the operation of the Secure Training Centre at any time. The Contractor shall upon the written request of the Authority enter into an information deposit agreement with the Authority and a third party nominated by the Authority and approved by the Contractor in respect of such information (to the extent that such information is available to the Contractor) in such form as the Authority may reasonably require or by alternative means as may reasonably be required by the Authority from time to time. Nothing in this Clause 69.6 shall extend the Authority's rights in the Operating Procedures granted in clause 69.3.1(ii) and 69.3.3(ii).

69.7 The Contractor shall ensure that the Operating Sub-contract imposes obligations which are identical in effect on the Operating Sub-contractor as are imposed on the Contractor under this Clause 69 and that the Construction Sub-contract imposes obligations which are identical in effect on the Construction Sub-contractor as are imposed on the Contractor under this Clause 69 (as relevant to the Operating Sub-contractor or the Construction Sub-contractor respectively).

69.8 The Contractor shall upon the request of the Authority promptly execute all documents and do all acts and things which may be reasonably necessary to bring into effect or confirm the terms of any of the assignments and licences contained or

referred to in Clause 69. The Contractor's costs of complying with any request from the Authority under this Clause shall be borne equally between the Parties, except that the Contractor shall be liable for all costs in relation to executing documents and doing all acts and things which it is required to do to enable the Contractor to grant the assignments and licences to the Authority under Clause 69.

69.9 The Authority hereby grants to the Contractor for the Contract Term and free of charge a non-exclusive, irrevocable, royalty-free licence (with the right to sub-license to third parties) only for the purpose of, and solely as necessary for, the design, construction, operation, maintenance or improvement of the Secure Training Centre to use such of the Authority Materials and Data which relates to the Services, the Secure Training Centre or its design, construction, operation, maintenance or improvement. The Contractor shall comply with any third party licence terms in respect of such Authority Materials and Data (but excluding Trainee Records), but to the extent such consent to grant the licence is refused or such limitations or restrictions as are contained in the licence restrict or prevent the performance of the Services or any other obligations under the Contract the Contractor, the Sub-contractor or any other third party engaged by the Contractor in performing the Contract shall have no liability or responsibility to the Authority for delayed, limited or non-performance of such obligations. To the extent that any modifications or enhancements to Authority Materials and Data licensed by the Authority to the Contractor under this Clause 69.9 are carried out by or on behalf of the Contractor in performing the Contract, the Contractor hereby assigns (or shall procure that the Authority is granted an assignment of) all present and future Intellectual Property Rights in those modifications and enhancements (except to the extent that these rights are already owned by the Authority) free from any lien, charge or encumbrance. By virtue of this Clause 69.9 all such Intellectual Property Rights shall vest in the Authority on their creation.

69.10 The Contractor shall ensure that the Contractor Software is during the Contract Term free of material errors and shall during the Contract Term use the most up to date commercially available virus checking software, consistent with current industry practice to protect against Viruses. In addition the Contractor shall use all reasonable endeavours to ensure that all other software and computer and communications systems used by the Contractor and any Sub-Contractor are and remain, free of material errors and Viruses during the Contract Term. Nothing in this Clause 69.10 shall in any way relieve the Contractor of its obligations to provide the Services in accordance with the terms of this Contract.

69.11 The Contractor shall forthwith following termination of the Contract for whatever reasons (including effluxion of time) deliver (or procure delivery) to the Authority, any Substitute Entity or any person nominated by either of them:

(a) all Authority Materials and Data in its possession and all copies thereof in whatever format reasonably required by the Authority;

(b) copies of all Contractor Materials and Contractor Software licensed to the Authority under Clause 69;

(c) software and licences relating to the Contractor Licensed Software as contemplated under Clause 69.3.2(b).

70. CONTRACTOR'S RECORDS AND AUDIT

70.1 The Contractor shall at all times:

(i) maintain a full record of particulars of the costs of performing the Contract, including the design, build, maintenance and operation obligations of the Contract. Such records shall further include without limitation details of any commitments made by the Contractor for future expenditure and details of any funds held by the Contractor; and

(ii) when requested by the Authority, furnish the summary of any of the costs mentioned in this Clause in such form and detail as the Authority may reasonably require; and

(iii) afford such facilities as the Authority may reasonably require for its representatives to visit the Site (or any other place where the records are held) and examine the records maintained under this Clause;

and shall procure that the Operating Sub-contractor shall maintain a full record of particulars of the costs of performing its obligations under the Sub-contract between itself and the Contractor and that the Authority shall on request be furnished with details thereof in such form and detail as the Authority may reasonably require.

70.2 For the duration of the Contract the Contractor shall:

(a) furnish to the Authority:

(i) as soon as they become available (and in any event within 90 days of the end of each of its financial periods) copies of its audited financial statements for that period which shall contain an income statement and a balance sheet and a cash flow statement and be audited and certified without qualification by a firm of independent accountants; and

(ii) as soon as they become available (and in any event within 30 days of the end of each of its financial half-years) copies of its unaudited financial statements for the half-year or year (as the case may be) which shall contain an income statement, a balance sheet and a cash flow statement; and

(b) prepare the financial statements referred to in Clause 70.2(a) on a basis consistently applied in accordance with generally accepted accounting principles in England and Wales and those financial statements shall give a true and fair view of the results of its operations for the period in question and the state of its affairs as at the date to which the financial statements are made up and shall disclose or reserve against all the liabilities (actual or contingent) of the Contractor.

(c) at the request of the Authority, shall furnish the Authority with any and all information provided by it to the Banks during the term of the Contract.

70.3 The Contractor shall keep (and where appropriate shall procure that the Operating Sub-contractor shall keep) books of account in accordance with best accountancy practice with respect to the Contract showing in detail:

(i) expenditure on wages and salaries, and other employment costs;
(ii) administrative overheads;
(iii) expenditure on consumable items;
(iv) payments made to Sub-contractors;
(v) capital and revenue expenditure; and
(vi) such other items as the Authority may reasonably require;

and the Contractor shall have (and shall procure (where the Operating Sub-contractor is procured to keep) that the Operating Sub-contractor shall have) items (i) to (vi) available for inspection by the Authority upon reasonable notice and shall present a report of the same to the Authority as and when requested.

70.4 The Authority's right of access to records of account shall include cost audits for verification of cost expenditure, for the purposes of Clause 47 (Variation of Price).

70.5 The Contractor shall maintain or produce the following:

(i) a full record of all incidents relating to health, safety and security which occur during the term of the Contract;

(ii) full records of all maintenance procedures carried out during the term of the Contract;

(iii) an annual report reviewing the medical work and practice of the Secure Training Centre; and

(iv) a Health and Hygiene report to be completed every 6 months,

and the Contractor shall have items (i) to (iv) available for inspection by the Authority upon reasonable notice, and shall present a report of the same to the Authority as and when requested.

70.6 The Contractor shall maintain such other records relating to the obligations of the Contractor under the Contract and make the same available to the Authority as the Authority may reasonably require.

70.7 The Contractor shall permit records referred to in this Clause to be examined and copied by the Monitor and other representatives of the Authority, and by the Comptroller and Auditor General and his representatives.

70.8 The records referred to in this Clause shall be retained for a period of at least 5 years after the responsibilities of the Contractor under the Contract have come to an end.

70.9 Upon the termination of the Contract, and in the event that the Authority wishes to enter into another contract for the operation and management of the Secure Training Centre, and without prejudice to the identity of any new contractor or replacement Sub-contractors, the Contractor shall (and shall ensure that the Sub-contractors will) comply with all reasonable requests by the Authority to provide information relating to the costs of operating the Secure Training Centre. Such information shall include information relating to the anticipated cost of a transfer of the Secure Training Centre to a new contractor.

70.10 The Contractor will control the documents referred to in Schedule P in the manner set out in that Schedule.

70.11 For the purpose of:

(a) the examination and certification of the accounts of the Authority, or

(b) any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency, and effectiveness with which the Authority has used its resources,

(and without prejudice to Clause 70.7) the Comptroller and Auditor General may examine such documents as he may reasonably require which are owned, held or otherwise within the control of the Contractor (including any documents in the possession, custody or control of a Sub-contractor) and may require the Contractor (including any Sub-contractor) to produce such oral or written explanations as he considers necessary.

71. CONTRACTOR'S WARRANTIES

Without prejudice to any warranties or conditions on the part of the Contractor implied by law, the Contractor warrants in favour of the Authority, which warranties shall be given at the Date of Contract and in the case of Clause 71.1.2 repeated (but only in respect of the relevant document) by reference to the circumstances then existing at the time any document referred to in Clause 71.1.2 is entered into, amended or delivered to the Authority, that:

71.1.1 all information, representations and other matters of fact of a material nature communicated in writing to the Authority or its agents or employees in connection with the Contractor's response to the Invitation to Tender or subsequently in respect of the Contract, are true, complete and accurate in all material respects at the time such information was communicated and remains true, complete and accurate in all material respects except to the extent superseded by the information set out in the Schedules to the Contract and/or information, representations and other matters of fact subsequently communicated to the Authority;

71.1.2 each of the Construction Sub-contract and all other Sub-contracts from time to time approved by the Authority in accordance with the Contract and each of the Financing Agreements is or will when entered into be in full force and effect and the obligations of the parties thereto (other than, if a party thereto, the Authority) is or will when entered into constitute the valid, binding and enforceable obligations of the parties thereto and (without prejudice to the generality of Clause 71.1.1) the copies of all such documents which the Contractor has delivered to the Authority are true and complete copies of such documents;

71.1.3 it is a limited liability company, duly incorporated and validly existing under the laws of England being the jurisdiction of its incorporation;

71.1.4 it has full power and authority to enter into the Contract and to carry out its obligations under the Contract; and

71.1.5 the entry into and performance by it of the Contract do not and will not:

(a) conflict with its constitutional documents; or

(b) conflict with any document which is binding upon it or any of its assets to the extent that such conflict would be reasonably likely to have a material adverse effect on the ability of the Contractor to perform its obligations under the Contract.

71A AUTHORITY'S CONFIRMATION

The Authority confirms that it has made available to the Contractor, prior to the Date of the Contract, all materials, documents, information and data which are relevant to the Project and the obligations to be undertaken by the Contractor under this Contract and confirms that, to the best of its knowledge and belief, it has not knowingly withheld any relevant material documents, information data or other matters from the Contractor prior to the Date of the Contract**.**

72. INDEPENDENT CONTRACTOR

The Contractor shall at all times be an independent contractor and nothing in the Contract shall be construed as creating the relationship of employer and employee between the Authority and the Contractor or any of the Contractor's employees. Neither the Contractor nor any of its employees shall at any time hold itself or themselves out to be the employee of the Authority and neither the Contractor nor any of its employees shall be entitled to any of the benefits provided by the Authority to its established or unestablished officers and staff.

73. AUTHORITY TO COMMIT AND VARIATION

73.1 There shall be Named Representatives of the Authority, whose names shall appear in Schedule M and in the event of any change to the Named Representatives the Authority shall give written notice of the change to the Contractor. A change in the Named Representatives does not constitute a variation of the Contract.

73.2 Only the Named Representatives of the Authority, or their formally nominated officers have the power to vary the terms and conditions of the Contract, or to commit the Authority to additional expenditure or to sign a Notice of Change.

73.3 Any variation of any provision of the Contract must be effected in writing issued by the Authority or its Named Representatives and no purported variation by any other means shall bind the Authority.

74. SERVICE OF NOTICES

74.1 Any notice, notification, consent, approval, direction or other communication whatsoever which the Authority is required or authorised by the Contract to give or make to the Contractor shall, without prejudice to any other method of giving or making it, be sufficiently given or made if it is in writing and sent by recorded or registered post addressed to the Contractor at its registered office and that notice or other communication shall be deemed for the purpose of the Contract to have been given or made at the time at which the letter would in the ordinary course of post be delivered, save where there is express contractual provision to the contrary.

74.2 Any notice, notification, consent, approval, direction or other communication whatsoever which the Contractor is required or authorised by the Contract to give or make to the Authority shall, without prejudice to any other method of giving or

making it, be sufficiently given or made if it is in writing and sent by recorded or registered post to the Youth Justice Board for England and Wales, (marked for the attention of Head of Youth Justice Board) or its successors as advised at 11 Carteret Street, London, SW1H 9DL (or such other address as may be notified from time to time) and that notice or communication shall be deemed for the purposes of the Contractor to have been given or made at the time at which that letter would in the ordinary course of post be delivered, save where there is express contractual provision to the contrary.

75. WAIVER

Neither the failure of either Party at any one time to enforce any provision of the Contract nor any delay in enforcing any such provision shall in any way affect its right thereafter to require complete performance by the other Party, nor shall the waiver of any breach of any provision be taken or held to be a waiver of any subsequent breach of any provision, or be a waiver of the provision itself. The rights of each Party under the Contract:

(i) are cumulative and not exclusive of its rights under any other agreement, general law or otherwise howsoever;

(ii) may be waived only in writing and specifically, and

any single or partial exercise of any right or remedy shall not prevent any further or other exercise thereof or the exercise of any other right or remedy.

76. LAW OF THE CONTRACT AND JURISDICTION

The Contract is governed by and shall be construed in accordance with the laws of England, and subject to Clause 82 (Dispute Resolution) the Parties hereby submit to the exclusive jurisdiction of the courts of England and Wales.

77. RACE AND SEX DISCRIMINATION

77.1 The Contractor shall not unlawfully discriminate within the meaning and scope of the provisions of the Race Relations Act 1976, or the Sex Discrimination Acts 1975 and 1986.

77.2 The Contractor shall take all reasonable steps to secure that all servants, agents and Sub-contractors do not unlawfully discriminate within the meaning and scope of the aforementioned enactments.

78. DATA PROTECTION

The Authority hereby confirms to the Contractor that its data protection policy is in material compliance with the Data Protection Act and that the Authority has materially complied with the Data Protection Act including in relation to the disclosure to the Contractor or any servant, agent or representative of the Contractor of information in respect of any Trainee.

78.1 The Contractor shall not disclose or allow access to any Personal Data provided by the Authority, or acquired by or used by the Contractor or a Sub-contractor during the course of executing its obligations under the Contract, other than to a person employed or engaged by the Contractor or Sub-contractor.

78.2 Any disclosure or access to Personal Data allowed by the Contractor under Clause 78.1 shall be made in confidence and shall extend only so far as necessary for the purpose of the Contractor performing its obligations under the Contract.

78.3 The Contractor shall fully indemnify and hold harmless the Authority, (including any servant or agent), against all Losses suffered or incurred by the Authority in connection with any claims made under or in relation to the Data Protection Act, which claims would not have arisen but for some act, omission or negligence on the part of the Contractor, its servants or agents. The maximum amount payable under this indemnity shall be subject to the limits set out in Clause 5.4 (Indemnity).

78.4 The Contractor shall, and shall procure that its employees, agents and Sub-contractors or any other person under the control of the Contractor shall, store and process Personal Data in accordance with the Data Protection Act and/or in accordance with any other applicable statutory obligations or guidelines relating to the processing of Personal Data.

78.5 The Contractor shall bring into effect and maintain all such technical and organisational measures as are necessary to prevent

(a) any unauthorised or unlawful processing, of Personal Data, and/or

(b) accidental loss or destruction of or damage to Personal Data

(each event being a "**Data Protection Event**")

The technical and organisational measures effected and maintained shall be appropriate to the harm that might result from Data Protection Event occurring and the nature of the Personal Data to be protected having regard to the state of technological development the sensitivity of the Personal Data concerned and the cost of implementing any measures.

78.6 The Contractor shall ensure that any staff of the Contractor and any Sub-contractor having access to the Personal Data shall be reliable and responsible persons who appreciate the confidentiality of the Personal Data and the need to guard against Data Protection Events.

78.7 All Personal Data shall be retained at all times in the possession and under the control of the Contractor at the Secure Training Centre. Notwithstanding Clause 69.2 all rights in any compilation or database of Personal Data excluding any software or program or other database service that creates or assists in the creation of any such compilation or database shall vest in and be the property of the Authority. Subject to applicable Legislation including without limitation the Data Protection Act, the Contractor shall ensure that on reasonable notice the Authority has access to all Personal Data and may take copies thereof.

78.8 NOT USED.

78.9 The Contractor shall include and enforce equivalent provisions to the ones set out in this Clause 78 in all contracts which it enters into with Sub-contractors.

78.10 For the purposes of this Clause 78, process or processing shall have the meaning given to "Processing" under section 1 of the Data Protection Act.

Personal Data shall have the same meaning as in section 1(1) of the Data Protection Act and for the purpose of this Contract shall be limited to personal data which is processed under or in connection with the Contract solely in relation to Trainees.

79. HEALTH AND SAFETY

79.1 All plant, machinery, fixtures, fittings, chattels and other equipment supplied by the Contractor in performance of the Contract shall comply with all provisions of any Legislation relating to health and/or safety from time to time in force (including, without limitation, the Regulations). Crown Immunity shall not apply to the Contractor who shall be liable for any failure to meet statutory requirements in respect of these items.

79.2 The Contractor shall be responsible for the observance by itself, its staff and Sub-contractors of all current and relevant health and safety precautions necessary for the protection of itself, its staff, Sub-contractors and any other persons invited onto or visiting the Site or whose health, safety or welfare may be affected by performance of the Contract, including all precautions required to be taken by or under any Legislation.

79.3 The Contractor shall be responsible for the observance by itself, its staff and Sub-contractors of all current and relevant rules, regulations and requirements of statutory or regulatory authorities concerning building works and fire prevention.

79.4 Without prejudice to the generality of the foregoing, the Contractor shall so perform its obligations under the Contract that all duties placed upon the Authority under the Health and Safety at Work etc. Act 1974 and any regulations thereunder for the time being in force and applicable to the Secure Training Centre shall be fully discharged.

80. NOT USED

81. SEVERABILITY

In the event that any term, condition or provision contained herein shall be held to be invalid, unlawful or unenforceable to any extent, such term, clause or provision shall, to that extent be omitted from this Contract and the rest of the Contract shall stand without affecting the remaining clauses.

82. DISPUTE RESOLUTION

82.1 Any dispute or difference of any kind whatsoever arising between the Parties hereto out of or in connection with this Contract (including, without limitation, any question regarding its existence, validity or terminations but excluding disputes under Clause 22) (a "Dispute") shall initially be referred by notice in writing by either Party for settlement by the Named Representative of the Authority and the Named Representative of the Contractor. If the Named Representative of the Authority and the Named Representative of the Contractor fail to reach agreement within a period of 14 days from the date of such reference then the Dispute shall be subject to dispute resolution in accordance with Schedule O (Dispute Resolution).

82.2 Unless this Contract has already been terminated, each of the Parties shall in every case continue to comply with those of its obligations under this Contract not in dispute regardless of the nature of the Dispute and notwithstanding the referral of the

Dispute for resolution pursuant to this Clause 82 (but without prejudice to the rights and obligations of the Parties in relation to the termination of this Contract) and shall give effect forthwith to every decision of the Adjudicator and the Arbitrator delivered pursuant to Schedule O (Dispute Resolution).

83. PRECEDENCE

In the event of any discrepancy arising between the provisions of Parts I to VIII of the Contract, and the Schedules, Appendices and any other document forming part of the Contract, the provisions of Parts I to VIII shall prevail, unless the inconsistent provision is expressed to be, or if the Contract indicates it to be, an amendment of the Parts I to VIII, in accordance with Clause 73 (Authority to Commit and Variation).

84. COUNTERPARTS

The Contract may be executed in any number of counterparts, all of which when taken together shall constitute one and the same instrument.

85. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT AND PRIVITY OF CONTRACT

85.1 A person who is not a party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

85.2 Any provisions of the Contract which purport to confer rights upon the Independent Engineer, the Monitor or any other person appointed by or representing the Authority, shall be enforceable by the Authority on behalf of such person.

85.3 Where any provision of the Contract purports to impose an obligation upon the Independent Engineer or the Monitor, the Authority shall instruct such Person to perform such obligation, failing which the Authority shall be responsible for such performance, either by performing itself or by arranging performance by another Person promptly after non-performance has been brought to the Authority's attention.

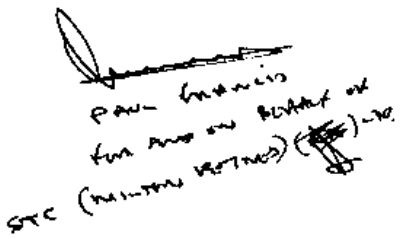
86. COMPETITION ACT

86.1 In the event that either Party reasonably considers that the Contract infringes or may infringe the Chapter I Prohibition contained in the Competition Act 1998 and/or Article 81(1) of the EC Treaty, then each Party will co-operate with the other using its respective reasonable endeavours and each bearing its own costs and expenses to persuade and satisfy the Relevant Regulatory Authority of the legality and enforceability of the Contract in its original form and for such purposes shall jointly undertake all such filings, notifications, discussions, negotiations or settlements with the Relevant Regulatory Authority as the Parties agree shall be necessary or desirable. In particular, without prejudice to the generality of the foregoing, the Parties shall consider together whether a joint application shall be made to the Relevant Regulatory Authority for negative clearance or exemption under Regulation 17/62 in relation to Article 81 of the EC Treaty or under Sections 12 to 14 of the Competition Act 1998 in respect of the Chapter 1 prohibition. The Parties shall jointly make any necessary written or oral submissions to the Relevant Regulatory Authority unless requested by the Relevant Regulatory Authority to respond individually.

86.2 If any provision of the Contract is deemed unenforceable by operation of Article 81(1) of the EC Treaty or Chapter I of the Competition Act 1998 then the Parties shall in good faith consult with each other to agree an alternative provision which achieves a result as similar as possible to the result which would have been achieved by the provision deemed unenforceable.

SIGNED by **STC**
(MILTON KEYNES) LIMITED)
for and on behalf of)
)
)

SIGNED by Paul Bowers)
for and on behalf of)
THE YOUTH JUSTICE BOARD)
FOR ENGLAND AND WALES)



FOR AND ON BEHALF OF
THE YOUTH JUSTICE BOARD
FOR ENGLAND AND WALES

SCHEDULE A

CONSTRUCTION SPECIFICATION

Milton Keynes

Secure Training Centre

Schedule A

Revision 14
'Contract Issue'
103

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Appendix A

Contract Drawings

Section 1

General Description

1.0.0	**General Description**
1.1.0	**Design**
1.1.1	The Secure Training Centre will be designed and constructed to operate safely, securely and effectively for delivering the Services defined in the Contract and Schedule D.
1.1.2	The design and construction as far as reasonably practicable will reduce to a minimum the risk of self-harm and injury. All components, fittings, furnishings and fixtures in Trainee access areas will be safe, robust and securely fixed and designed and installed to withstand tampering and abuse.
1.1.3	Each building will have a minimum eaves height of 5.2m with an eaves overhang of 1.0m minimum. All external walls and fences will be designed and constructed to minimise opportunity for unauthorised climbing.
1.1.4	The Secure Training Centre will be designed to minimise the demand for energy. The following documentation will also be complied with: the Building Regulations, relevant Codes of Practice, the CIBSE publication 'A Guide to Energy Efficiency in Buildings' and the 'Best Practice Programme' published by BRECSU and in accordance with the Home Office Environmental Policy (Revised April 2002).
1.1.5	The Secure Training Centre will be designed and constructed to minimise environmental impact and to attain the highest level of BREEAM reasonably achievable for this site, but always consistent with Schedule A. The Contractor will provide a BREEAM assessment within 4 months of availability of a BREEAM model for a Secure Training Centre
1.1.6	The Secure Training Centre will be designed and constructed by the Construction Sub-contractor who is ISO 14001 accredited.
1.1.7	The Secure Training Centre will be designed to facilitate compliance with the Disability Discrimination Act 1995, and the publication "Designing for Accessibility", published by the Centre for Accessible Environments.
1.1.8	The Secure Training Centre will be designed in accordance with relevant legislation and all Fire Officers' requirements and will provide an environment in which both people and property are, as far as is reasonably practicable, protected from fire and its effects, but consistent with Schedule A and the use of the facility.
1.1.9	Materials, fittings and furnishings will, so far as practicable, be selected for their non-combustibility.
1.1.10	The majority of the sub-contractors to the Construction Sub-contractor will be quality assured or in the process of gaining registration. In the event that such sub-contractors are not quality assured they will be fully integrated into the Main Construction Sub-contractors Quality Assurance System ISO 9001.

1.2.0	**Facilities**
1.2.1.0	**The House Blocks**
1.2.1.1	Trainees will have their own private Bedrooms with en-suite toilet, basin and shower. Bedroom furniture and fittings will be robust and fixed in-situ, with no sharp edges or potential ligature points.
1.2.1.2	Each of the residential units will be as the layouts shown on the drawings. Each kitchen will have a lockable door with a vision panel to enable observation. The kitchen area will be fitted with facilities to allow the preparation of snack meals and hot drinks.
1.2.1.3	Each Bedroom and dayroom will be wired for TV and with containment for data (data point to be provided with blank faceplate), and to provide power for small electrical appliances.
1.2.1.4	The two residential units in the single House Block and one residential unit in each of the two double-sided House Blocks will be capable of division into two sub units of five and three, or six and two, or seven and one bedrooms. Each Bedroom will retain access to a lounge / dining area & kitchen. One of the House Blocks will function partly as an induction unit.
1.2.2.0	**The Learning Centre**
1.2.2.1	The Learning Centre will house a range of multi-purpose and specialist classrooms with ancillary equipment stores and interview rooms, as well as other accommodation, as identified on the drawings, over two floors.
1.2.2.2	The library will have securely fixed shelving providing in the region of 130 linear metres of stocking capacity.
1.2.2.3	As far as reasonably practicable furniture will be safe, and in accordance with Schedule B.
1.2.3.0	Sports Hall and Outdoor Sports areas.
1.2.3.1	Incorporated with the Learning Centre will be a fully equipped double height Sports Hall. Adjacent to and accessible from the Sports Hall, will be an outdoor all-weather junior sports facility, which will be illuminated and fenced in accordance with paragraph 6.2 (Inner Containment Fence)
1.2.3.2	Activity fittings and equipment will be designed, as far as is reasonably practicable, to minimise risks to safety and security.
1.2.4.0.0	**Entry Building**
1.2.4.0.1	The Entry Building will provide the access control to the Secure Training Centre and will have a portal arch and x-ray device and search facility (refer to Schedule B). The Communications Room will be the central control point.
1.2.4.0.2	Healthcare facilities will be located in the Entry Building along with Admissions, Discharge, and Trainee dining rooms, and with the central kitchen facility.
1.2.4.1.0	**Administrative Offices**

1.2.4.1.1	The contract drawings show the layout and accommodation provided within the Entry Building.
1.2.4.2.0	**The Monitor's Suite**
1.2.4.2.1	The Monitor's Suite will be illuminated, heated, ventilated and wired for small power and data. In addition there will be 3No. telephone lines (1No. dedicated 2No. through switchboard). The Monitor's Suite will be lockable. The construction of the Monitor's Suite shall achieve a 44db sound reduction to adjacent offices.
1.2.4.3.0	**The Dining Area**
1.2.4.3.1	The Dining Area will be designed as two separate rooms accessible to the Trainees from a single entry point. The entry point will have facilities for searching, toilet facilities and a medication dispensing point.
1.2.4.4.0	**The Healthcare Centre**
1.2.4.4.1	The layout of the Healthcare Centre will be as the contract drawings.
1.2.4.4.2	Healthcare Bedrooms: - Three Bedrooms will be standard Trainee Bedroom units. The fourth will be slightly larger and designated as a recuperation room, (able to accommodate a 'Kingsfund' bed). Each Bedroom will have an individual temperature control.
1.2.5.0	**Facilities and Maintenance Building**
1.2.5.1	The layout of the Facilities and Maintenance Building will be as the Contract Drawings.
1.2.6.0	**Outdoor Amenities**
1.2.6.1	The car park will accommodate 120 cars and will provide a high standard of landscaped amenity. Boundaries to the parking area will be planted with trees and/or shrubs. A one-way traffic system will be utilised, with set down areas and covered cycle parking with integral provision for locking cycles.
1.2.6.2	The existing woodland planting on the south side of the site and adjacent to HMP Woodhill will be, as far as practicable, retained to maintain a wildlife corridor. Additional woodland planting will be agreed with the Planning Authority, and the Independent Engineer, in consultation with HMP Woodhill, and will include a mix of native trees planted in a range of heights.
1.2.6.3	Landscaping within the boundary created by the secure perimeter fence and any buildings and structures will comprise of materials which minimise opportunity for misuse.
1.2.6.4	Landscaping proposals will be in accordance with the Contract Drawings (drawing No.729/SCH-A/01).

Section 2

Regulation & Standards

2.0.0	**Regulations & Standards**
2.1.0	**Compliance With Legislation, Codes & Standards**
2.1.1	The design and construction will comply with the Building Regulations, and other current and relevant legislation, British Standards, Codes of Practice and other institutionally accepted guidance notes. In particular, engineering services will comply with Institution of Electrical Engineers Regulations, The Chartered Institute of Building Service Engineers (CIBSE) Codes and Guidance and other recognised standards.
2.1.2	The Design and Construction will be carried out in accordance with the Health & Safety Executive Guidelines and the current Construction Design Management Regulations.
2.1.3	The Secure Training Centre will be designed and constructed in accordance with respect for the environment. The Secure Training Centre will be designed and constructed to minimise energy waste and promote sustainability as far as is reasonable.
2.1.4	The Contractor will obtain all necessary approvals from the appropriate authorities.
2.2.0	**Materials & Workmanship Standards**
2.2.1	Compliance with the highest standards of practice will be ensured through the quality assurance system and a Project Quality Plan will be prepared and submitted to the Independent Engineer for comment within 2 weeks of commencement of the works on site.
2.3.0	**Use and Quality of Materials**
2.3.1	Materials and components will be stored in accordance with good practice and installed by qualified tradesmen in accordance with manufacturers and suppliers recommendations.
2.3.2	The Independent Engineer shall be afforded an opportunity to comment on material samples prior to selection.
2.3.3.0	**Timber and products containing wood supplied under the Contract**
2.3.3.1	The Contractor shall ensure that no timber or wood contained in any product supplied to the Authority shall have derived from any species of tree that is protected under the Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES) unless the Contractor can prove, by producing official documentation, that he has complied with the CITES requirements that permit trading in the particular species of tree so listed under that Convention.
2.3.3.2	All timber and wood, supplied to the Authority shall derive from trees or other plants that have been harvested and exported in strict accordance with the applicable law or laws of the country in which the trees or other plants grew. The supplier shall obtain documentary evidence to prove such legality and to prove that the evidence does in fact match the products supplied by establishing a chain

	of custody from the source of the timber and wood through to delivery of the final product.
2.3.3.3	The Contractor is required to supply timber and wood that derive from trees or plants that were grown in forests or plantations that were managed to (a) sustain their biodiversity, productivity and vitality and (b) to prevent harm to other ecosystems and any indigenous forest-dependent people. The Contractor shall obtain documentary evidence to demonstrate that this requirement has been met.
2.3.3.4	It is the Contractor's responsibility to produce documentary evidence, in respect of these requirements, that will enable the Authority to verify the authenticity and credibility of the claims being made. The Contractor shall obtain independent verification of the claims being made and shall meet the full costs involved in so doing. In this context "independent" means a body or organisation that is accepted by the Authority as having the competence and capacity to provide an objective assessment of the evidence presented and as having no interests that would conflict with their duty to provide impartial advice. One way in which the Authority will accept that the Contractor has met his obligations in proving the source of his timber and wood products is if those products are certified, by properly accredited organisations, as meeting the standards set by the Forest Stewardship Council or such other standards set by such other bodies as are listed in this Schedule A.
2.3.3.5	The Contractor will forward a copy of the verification certificate or other evidence to the Independent Engineer and the Home Office at the address given below.
2.3.3.6	The paragraphs 2.3.3.1 to 2.3.3.5 inclusive, implements Government policy that was current at the Date of Contract. For specifications that are created at a later date or dates in accordance with the contract programme the Contractor shall supply timber and products containing wood in accordance with such government policy as is in operation at that later date or dates. Before the commencement of each stage of the contract programme the Authority shall supply the contractor with details of the policy in operation at the time.
2.3.3.7	Home Office address for delivery of the verification certificate or other evidence:- Julia Wright The Home Office Building and Estate Management Unit Room 630 Horseferry House Dean Ryle Street London SW1P 2AW Tel. No. 020 7217 8318 Fax. No. 020 7217 8468 Julia.wright@homeoffice.gsi.gov.uk
2.4.0	**Provisions For The Disabled**
2.4.1	The Secure Training Centre will be designed and constructed to enable compliance with the Disability Discrimination Act 1995 (The 'Act') as a whole, and specifically in view of the Contractor's duties as a service provider under part III of

	the Act.
2.4.2	Whilst reasonable steps in relation to policy, procedure and practice are not specifically defined in the Act and are consequently open to interpretation until such time as case law precedent is available, the Secure Training Centre will be designed to accord with the publication "Designing for Accessibility", published by the Centre for Accessible Environments. Exceptions to this policy would be in connection with a potential breach in security or a consequent risk to health and safety of a Trainee or Staff member.
2.4.3	All sanitary facilities throughout the Secure Training Centre will be designed with door widths suitable for wheelchair users. However, only the following toilet facilities will be fully fitted to Part M of the Building Regulations: First floor Entry Building Visitor Waiting Room Visits Area (in Dining Room)
2.4.4	It is not considered appropriate for the Trainees toilet facilities or Bedroom sanitary facilities to be fitted to full disabled standards. The SYS Wessex WC and wash hand basin fittings, which are provided in the Bedrooms, will be laid out to be accessible from a wheelchair. The same provisos will apply to the Bedrooms in the Healthcare unit.
2.4.5	Other toilet accommodation is capable of being retrofitted for full disabled access should this be appropriate in the future.
2.4.6	The administration offices on the first floor of the Entry Building are accessed by stair and lift to ensure staff with a disability can gain access.
2.5.0	**Quality Assurance**
2.5.1	The Construction Sub-contractor and the majority of its design consultants are quality assured to ISO 9001.
2.5.2	In the event that a sub contractor or consultant to the Construction Sub-contractor is not quality assured they will work to the Construction Sub-contractors Quality Assurance system.
2.6.0	**Product Conformity Specifications**
2.6.1	The Contractor shall ensure that all products and materials used will have product conformity certificates or Board of Agreement approval. All work will comply with current standards prevailing at the time of construction.
2.7.0	**Exclusion of Prohibited Material**
2.7.1	Materials recognised by the BRE as deleterious will be avoided during all stages of design and construction.
2.7.2	The Contractor will ensure that no prohibited or deleterious materials as listed are included within the specifications produced by the Construction Sub-contractor. In

	addition all sub contractors, and suppliers enquiries to the Construction Sub-contractor will contain a list of prohibited materials, which are not to be used. All orders will be placed on the basis that none of these materials are included.
2.8.0	**Self Harm**
2.8.1	Risk of self-harm in all areas where Trainees have privacy or unsupervised access will be kept to a minimum. Sanitaryware, plumbing, ventilation grilles, doors, windows, ironmongery, light fittings, socket outlets, furnishings and all other components in the Bedrooms, ensuites, toilets and bathrooms shall be designed and installed to reduce to a minimum the potential for self harm. Rails, projections and sharp edges and corners shall be avoided. All components shall be designed to prevent ligature attachment. Light fittings and other fixtures shall be robust and securely fixed. Screw and other fixings shall be tamper proof. Drawers shall be avoided and all open shelving shall be supported and fixed between solid ends.
2.8.2	All components in trainee access areas will be so far as reasonably practicable, robust, secure and safe and resistant to mistreatment.
2.9.0	**Life Expectancy - The Minimum Design Lives.**
2.9.1	These periods are based upon maintenance being undertaken in accordance with Schedule C. **Element and Minimum Design Life** Sub-structure **60 yrs** Super-structure **60 yrs** Roof Structure **60 yrs** Aluminium Standing Seam Roofing **30 yrs** Eaves/Gutters **30 yrs** Rainwater Pipes **30 yrs** Stair Structure **60 yrs** External Walls **60 yrs** Windows & External Doors **30yrs** Internal Walls **60yrs** Internal Steel Doors **30yrs** Fencing **35 yrs** Plaster **25yrs** Sanitaryware **20 yrs (Staff areas)** SYS Wessex **30 yrs (Controls 10 yrs)** Boiler plant **20 yrs** Burners and Controls **15 yrs** Flues **15 yrs** Pumps **20 yrs** Building Management System (BMS) **20 yrs** Calorifiers **25 yrs** LPHW Distribution **30 yrs** Air Handling Units **20 yrs** Extract Fans **20 yrs** Chillers & Ancillaries **20 yrs** Ductwork & Fittings **30 yrs** Grilles/Diffusers **30 yrs**

	Water Services Pipe work **30 yrs** Thermostatic Mixing Valve's **10yrs** Cold Water Storage Tanks **20 yrs** Substations **30 yrs** Fire Alarm **15 yrs** LV Distribution **30 yrs** Lighting Installation **25 yrs** Power Wiring Installation **25 yrs** Lifts **25 yrs** CCTV/Security **15 yrs** Lightning Protection **40 yrs** IT & Telephone Wiring Systems **25 yrs** External Hard Surfacing **15 yrs** External Mains **35 yrs** Drainage **60 yrs** External Lighting **25 yrs**

Section 3

Engineering Design

3.1.0	**Structural Elements**
3.1.1.0	House Blocks, Entry Building, Learning Centre and Sports Hall. General Principles.
3.1.1.1	The structure of all buildings on site will be constructed from reinforced concrete with concrete slabs at roof level, under the pitched steel frame of the roof.
3.1.1.2	Concrete quality will be a plain smooth finish to accord with BS 8110 pt 1 1997, type B finish (sub-section 6.2.7.3).
3.1.2.0	**Foundations**
3.1.2.1	Generally, all foundations to the proposed buildings will be mass concrete trench fill, varying in width from 450mm wide to 1500 mm wide. For all the buildings, trench fill foundations will be placed under all external and internal load-bearing walls. The depth of the foundations will be appropriate to ground conditions encountered.
3.1.2.2	Beneath columns in the Entry Block plant room and communal dining areas a reinforced concrete pad foundation solution has been adopted.
3.1.3.0	**Ground Floor Slab**
3.1.3.1	The ground floor slabs for all buildings will be designed as a suspended slab spanning onto down stand beams cast on top of the trench fill foundations.
3.1.3.2	Whilst the slab will be designed as suspended, it will be cast against the ground, in effect using the ground as formwork. This slab will be cast on top of the foundations and up-stand beams thereby providing an integral unit with no visible voids or access points.
3.1.3.3	The slabs will be typically 150 mm thick for the House Blocks and 200 mm thick for the Entry Building and the Learning Centre. There will be exceptions to this such as in the Sports Hall where the slab will be 350 mm thick.
3.1.3.4	1200 gauge minimum “Visqueen” or similar damp proof membrane will be provided under the floor slabs, and lapped into the down stand beams and then a minimum of 500 mm into the trench fill foundations on both sides. The damp proof membrane will be laid over 50mm Styrofoam Floormate or similar insulation.
3.1.3.5	Between the Learning Centre and the Sports Hall the ground floor level will vary and steps are formed in the floor slab.
3.1.4.0	**External Walls**
3.1.4.1	External walls will be cavity walls formed of at least 150mm thick in-situ reinforced concrete with insulation and an external skin of brickwork.
3.1.4.2	Generally, all reinforced concrete walls will be restrained at each floor level by the floor slabs, and the walls span between. Lateral forces will be transferred

	from the wall into the floor slab and then by diaphragm action into the perpendicular sidewalls, which will act as cantilevers transferring load to the ground.
3.1.4.3	Within the Sports Hall there will be no slab at first floor or plant room level, and the wall will span between eaves level and ground level. The top of the wall will be laterally restrained by a steel ring beam, which will be fixed to the top of the wall. Lateral forces acting on the wall will be transferred into the roof plan bracing and then into the perpendicular sidewalls.
3.1.4.4	A similar situation will occur on House Block A. The long sidewall will form an upstand from plant room to ridge level. Again, a steel member will span along the top of the wall transferring lateral load into the roof bracing.
3.1.5.0	**Internal Walls**
3.1.5.1	In areas to which Trainees have access, all internal walls will be constructed of insitu, plain smooth finish, reinforced concrete. All conduits and other service routes will be cast into the concrete or within ducts. Where a reinforced concrete internal wall has no foundation beneath, that wall will act as a deep beam spanning between trench fill footings
3.1.5.2	In areas where the Trainees do not have access, non-load-bearing internal walls may be constructed according to good practice from lightweight concrete block work or metal stud partitioning.
3.1.5.3	Conduits will be cast into the 'middle third' of the wall, between the reinforcement.
3.1.6.0	**First Floor & Plant Room Slabs**
3.1.6.1	Suspended slabs will be provided at both first floor and plant room level and will be at least 150mm thick reinforced concrete two-way spanning flat slabs supported on the internal and external reinforced concrete walls.
3.1.6.2	The thickness of the slab will be dependent on the span between foundations and the superimposed loads applied to the slab.
3.1.6.3	Where slabs require additional support, beams spanning between walls will be introduced.
3.1.6.4	There will be no down stand beams in Trainee's Bedrooms.
3.1.7.0	**Roof**
3.1.7.1	The Sports Hall roof will consist of roof cladding supported on cold-formed steel box or Z-section purlins. The purlins will span onto steel rectangular hollow section beams spanning the width of the sports hall. These beams will be supported on the perimeter reinforced concrete walls. The hollow sections will also form the cantilevers supporting the gutter and roof eaves. Lateral stability to the roof structure will be provided by bracing within the plane of the rafters that will transfer lateral loads to the perimeter concrete walls.
3.1.7.2	For the House Blocks, Learning Centre and Entry Building the roof cladding will be supported on cold-formed steel Z-section purlins, which in turn will span onto

	inverted steel T-section rafters. These rafters will be supported on steel square hollow section posts that will be fixed to the concrete plant room slab.
3.1.7.3	Each of these "trusses" will be braced in its plane by raking struts, also fixed to the plant room slab. Out of the plane of the rafters, in the long direction of each building, lateral stability will be provided by plan bracing. All lateral roof loads will be transferred to the plant room slab via these bracing systems, and the load will then be transferred to the sidewalls via diaphragm action.
3.1.8.0	**Facilities and Maintenance Building**
3.1.8.1	The two-storey Facilities and Maintenance Building will either be constructed with in-situ reinforced concrete as previously described or in a more "traditional" cavity construction method using block work internally and brick work externally
3.1.8.2	The roof cladding will be supported on timber rafters, which in turn will span onto external load bearing walls.
3.1.8.3	Both the ground and first floors will either be constructed using in-situ concrete or pre-cast concrete floor plank system spanning onto the external and internal load bearing walls.
3.1.8.4	Foundations will be to be mass concrete trench fill, typically 600mm wide.
3.2.0	**Drainage**
3.2.1.0	**Foul water**
3.2.1.1	The Secure Training Centre will be gravity drained to an adopted sewer. 150mm minimum diameter pipework will be used as a measure to minimise the risk of blockage. The foul water drainage system will be constructed of durable pipes and materials and kept clear during construction. It will be tested and independently inspected for Building Regulations compliance by an Approved Inspector. Any existing redundant drains under the proposed building will be removed.
3.2.1.2	Drainage outside the site boundary, as a minimum, will be installed to an adoptable standard and offered for adoption if appropriate.
3.2.2.0	**Surface water**
3.2.2.1	All surface water collected into drains will outfall into an adopted sewer. Drainage outside the site boundary, as a minimum, will be installed to an adoptable standard and offered for adoption.
3.2.2.2	Storm water retention will be provided by 'Storm Cell' tanks buried beneath the surface treatments, they will be designed and located consistent with good drainage practice, and security requirements. They will be structurally capable of carrying the imposed loads. A 'Hydro-Brake' will be installed to control the discharge flow rate.
3.2.2.3	Paved and soft landscaped areas will be constructed to minimise standing water within the secure perimeter, car park and pedestrian access areas.

3.2.3.0	**Manholes and Drainage**
3.2.3.1	All manholes and service access points will have covers and frames securely locked and fixed back to the chamber construction.
3.2.3.2	Manholes within the secure perimeter will have no means of unauthorized access or concealment.
3.2.3.3	The Contractor will obtain all necessary agreements to discharge foul and surface water into the adopted sewers.
3.2.3.4	In so far as necessary to facilitate the construction of the Secure Training Centre and its connection to adoptable sewers the Contractor shall carry out or procure works to remove, block up, or otherwise alter any existing adopted foul and surface water sewers.
3.3.0	**Car Park**
3.3.1	The proposed car park will be drained via gullies and a 'safetikerb' type or similar drainage channel before the site entrance. Any discharge will be via a petrol interceptor.
3.4.0	**New Roadways**
3.4.1	Design and construction of the private road will be undertaken to Milton Keynes Council design guides and current codes of practice and adoptable standards where necessary.
3.4.2	Any alteration to the access road (Chalgrove Field) and the Secure Training Centre Site, necessary for the development of the Secure Training Centre, will be constructed or procured by the Contractor to adoptable standards including an adoptable turning head. The Contractor will make reasonable endeavours to see that the turning head and Chalgrove Field are adopted. Works outside the alterations to form the adoptable turning head and the entrance to the Secure Training Centre will be at no cost to the Contractor.
3.4.3	A condition survey (with photographs) of the site and the surrounding roads will be undertaken by the Contractor together with the Independent Engineer, not later than 7 days after commencement of the works.

Section 4

Architectural Design

4.1.0	**Roofs**
4.1.1	Roofs will be generally designed to comply with BS EN12056-3:2000 and in accordance with the recommendations for dead, imposed and wind loadings given BS 5427: 1976, BS 6399: part 3 1988, CP3; Chapter 5; Part 2; 1972 and CP143; Part 1; 1958, all to manufacturers published recommendations.
4.1.2	All buildings will be roofed with a mechanically crimped, rolled seam, aluminium sheet roof by Rigidal or similar that will be fixed to the roof structure with hidden fixings. The top sheet will have a thickness of 0.9mm, with a nominal 150mm overall panel thickness,
4.1.3	The exposed finish will be a smooth rolled, colour coated aluminium externally and shop paint finished steel 0.7mm thick liner trays internally. Panels will be laid on galvanized cold form steel purlins supported on a structural steel arrangement of beams.
4.1.4	This built-up roof system sandwiches an insulation layer of Rockwool mineral wool on a 1000 gauge Visquene moisture proof membrane, or equivalent to manufacturers published recommendations.
4.1.5	All roof flashings, trimmings and rainwater goods will be of corrosion resistant sheet metal, compatible with the roof finish and fixed in accordance with manufacturers recommendations.
4.1.6	Rain water pipes will be either square, flush to the wall and securely fixed or enclosed behind the brick facade or within the building. As far as possible gutters will be designed to be anti-anchor and will be powder coat finished, designed to allow roof drainage in conformance with BS 2997; 1958(1980).
4.1.7	Roofs will be designed to accord with good practice to minimise the risk of condensation. The design of ventilation openings will be such to prevent access of birds and vermin.
4.1.8	Any safety equipment required for maintenance access shall not, so far as is reasonably practicable, increase the potential for climbing aids, security breach or self-harm.
4.2.0	**External Finishes**
4.2.1	External elevations to all buildings will be in brickwork, with large surfaces relieved with contrasting colour brick.
4.2.2	Brickwork to comply with the following British Standards: Classification to BS3921: 1985, Suitability to BS5628 Pt3: 2001 and BS 8000 Pt 3: 2001, BS5628 pt 3: 1985 (amended by 4974 1985) and BS 8000 pt 3 1989.
4.2.3	Windows, doors and frames will be, wherever reasonably practicable cast in, otherwise the fixing will be by chemical anchor or similar, with anti tamper fixings.
4.2.4	Anti tamper fixings will be either welded in fixings, or anti tamper screws.

4.2.5	Window, doors and frames will be constructed from steel and are painted in two-pack epoxy paint or similar durable finish.
4.2.6	All external fascia and soffit boards will be high pressure laminate coloured boarding on metal firring and cladding systems by C.E.P claddings or similar, screw nailed and capped to the mild steel sub frame.
4.3.0	**External Elevations Generally**
4.3.1	Roof overhangs will be not be less than 1 metre and the windows will have minimal head and cill weatherings to avoid weather staining.
4.3.2	Cast stone lintels will be set flush and sills protrude approx 35mm from the face of walls to allow the incorporation of a throat. The sills rake very steeply back to a shallow set window to minimise the risk of climbing.
4.4.0	**Windows**
4.4.1	Windows will be securely double glazed hermetically sealed units with not less than 6.8mm laminate glass externally, a 12mm gap and a 6.8mm low 'e' laminated glass internally, which is securely fixed into the frame. The frame will be securely fixed to the structure. Windows to the Facilities Management Building will be openable to provide ventilation (See paragraph 5.1.12.4)
4.4.2	In the House Blocks, Bedrooms within the Health Centre and the ground floor of the Learning Centre, the unit will be further protected by an air gap and a sheet of not less than 9.5mm polycarbonate. The polycarbonate sheet shall be fixed into a robust metal frame, highly resistant to abuse and designed with adequate ventilation to avoid condensation.
4.4.3	Windows to the control room Gate Office will be double glazed, with external face of 11.0mm laminated anti bandit glass, and where required for fire rating will have glazing internally of Pyran or similar.
4.5.0	**Doors & Shutters**
4.5.0.1	The Schedule of Electronic Locks is shown in Appendix B.
4.5.0.2	With the exception of the administration areas on the first floor of the Entry Building, the public entrance and the first floor Staff WC cubicle doors, all doors and shutters are in steel. First floor administration area doors are solid core timber, with a paint finish and robust ironmongery. Staff WC cubicle doors will be specified as a laminate faced proprietary system.
4.5.0.3	With the exception of toilet doors, all doors are to be fitted with security locks by Chubb or equivalent. Class 1 (Chubb lock classification - No free access) electrical / mechanical to the secure perimeters. Class 2 (Chubb lock classification – Control doors / gates) mechanical to all other areas with the exception of maintenance areas. Class 3 (Chubb lock classification – Need to be locked) mechanical to maintenance areas.

4.5.0.4	All steel doors and frames are manufactured by 'Doors and Hardware Ltd' or similar, to a security standard compatible with their containment requirements and lock rating, and are epoxy paint finished.
4.5.0.5	Door glazing, where provided in vision panels shall be not less than 10.8mm security thick laminated glass and will be secured by removable 11gauge steel angles on the non-detention side, fixed with No.8-32 mm Torx type security machine screws.
4.5.0.6	Any glazing to doors in trainee access locations will be secure and resistant to attack.
4.5.0.7	All door opening widths throughout the Secure Training Centre will be designed for disabled access. All personnel doors are as follows:
4.5.1.0	**Doors with Class 1M or Class 1E Locks.**
4.5.1.1	45mm thick door with 1.5mm Galvatite ZF face sheets or similar stitch welded at 300mm centres at edge seam joint interlock with the exception of the Pedestrian Lock doors.
4.5.1.2	Reinforced vertically at approx. 160mm centres with 2mm channel stiffeners tack welded to 'A' panel at 80mm vertical centres and to inverted 3mm channels at top and bottom of door.
4.5.1.3	Reinforced horizontally with 2mm welded box section at mid height of door and 20mm diameter bars positioned 450mm to either side.
4.5.1.4	Chubb Class 1M pr Class 1E lock support box welded face sheets and channel stiffeners.
4.5.1.5	Profiled steel frame in 2mm Galvatite ZF or similar, welded at corners and with T10 reinforcing bar loops welded at approx. 300mm centres to horizontal straps attached to the frame with removable anti-barricade stops.
4.5.1.6	4 no stainless steel dog bolt hinges screwed to 5mm thick hinge reinforcing pads welded to door and frame with prison head security machine screws and a universal stainless steel lock strike fitted to a reinforced mortar guard welded to the frame.
4.5.1.7	Class 1E doors provided with wiring channel and conductor hinges.
4.5.1.8	Where Class 1 locked doors have vision panels, they will be glazed with 11mm anti-bandit glass.
4.5.1.9	The Pedestrian Lock doors will be constructed from welded hollow 70mm x 70mm RHS mild steel box section and the frames will have cross members at 0.5 metre squares. The front and back of each door will be a solid steel panel with a 8mm thick laminated glass viewing panel. Each door will be fitted with two bearing running wheels which will run on a stainless steel track which will be welded to an RSJ set into the foundations.

	The doors will be supported from above by three sets of guide rollers each mounted into a frame and secured to the wall above the gate. An overhead sliding door drive unit will power the doors with an overhead photocell beam mounted to each side of the door.
4.5.2.0	**Doors with Class 2 Locks**
4.5.2.1	With the exception of Bedroom doors, doors are 45mm thick with 1.5mm Galvatite ZF or similar face sheets stitch welded at 300mm centres at edge seam joint interlock. Reinforced vertically at approx. 160mm centres with 0.7mm channel stiffeners bonded to face sheets and welded to 2mm channels at top and bottom of door.
4.5.2.2	Bedroom doors are 57mm thick with 1.5mm Galvatite ZF or similar face sheets stitch welded at 300mm centers at edge seam joint interlock. Reinforced vertically at approx. 160mm centers with 2mm channel stiffeners bonded to face sheets and welded to 2mm channels at top and bottom of door. Bedroom doors to have anti-barricade hinges.
4.5.2.3	Free issue Chubb Class 2 lock support box welded to face sheets and channel stiffeners.
4.5.2.4	Profiled steel frame in 1.5mm Galvatite ZF or similar, welded at corners and with horizontal fixing straps welded to frame profile at approx. 450mm centres
4.5.2.5	2 no stainless steel dog bolt hinges and one plain hinge screw fixed with prison head security machine screws to 5mm thick hinge reinforcing pads welded to door and frame a universal stainless steel lock strike fitted to a reinforced mortar guard welded to the frame.
4.5.2.6	Class 2 locked doors may have vision panels.
4.5.3.0	**Doors with Class 3 Locks**
4.5.3.1	45mm thick door with 1.2mm Galvatite ZF or similar face sheets with edge seam joint interlock, 2mm welded top and bottom channels.
4.5.3.2	Lock support box welded to face sheets to suit free issue Chubb Class 3 lock case. Profile steel frame in 1.5mm Galvatite ZF or similar, welded at corners and with horizontal fixing straps welded to frame profile at approx. 450mm centres.
4.5.3.3	3 no heavy duty stainless steel hinges attached with prison head security machine screws to 5mm thick hinge reinforcing pads welded to door and frame a universal stainless steel lock strike fitted to a reinforced mortar guard welded to the frame.
4.5.3.4	Class 3 locked doors may have vision panels.
4.5.4.0	**Door Types**
4.5.4.1	Un-glazed door sets typically used in stores, stair cores, plant rooms, ducts and on secure perimeters.

4.5.4.2	Half or quarter glazed door sets will be securely glazed with minimum 10.8mm anti-bandit laminated glass or 11mm polycarbonate. Fire rated glazed doors are to have similar impact resistant properties.
4.5.4.3	Bedroom doors will be provided with an observation panel 130x450mm glazed with not less than 10.8mm laminate glass or 11mm polycarbonate. The observation panel has a lockable steel cover controlled only by staff and an inundation point will be provided within the door. Removable stops to facilitate anti-barricade opening
4.5.4.4	Bin Store doors sets will be steel undercut top and bottom to allow for ventilation, with a secure mesh fixed top and bottom.
4.5.4.5	Door sets slot glazed in top half (9mm polycarbonate or equivalent glass) with lockable steel cover to observation panel to bathroom doors.
4.5.4.6	Door set with lockable barred panel in top half with opening for drug/pharmaceutical distribution to medical store in Healthcare Centre.
4.5.4.7	Roller shutters will be steel, by specialist manufacturer and complete with electric motor operation, fail-safe fusible link closing and manual over ride, with either class 2 or class 1 locking.
4.5.4.8	Vehicle Lock gates will be corrosion resistant steel framed with security steel grilles. There will be solid decorative timber facing to the external/car park leaf, obscured anti-climb mesh will be fixed internally and externally to the internal courtyard leaf.
4.5.4.9	The doors and screens to the public entrance lobby and the visitor waiting area shall be robust steel framed glazed doors, the glazing will be 10.8mm laminated glass or equivalent. The entrance doors will have a robust automatic deadlock.
4.6.0	**Carpentry & Joinery Generally**
4.6.1	Skirtings and architrave's (in areas not accessible to the Trainees) - will be pencil rounded on all exposed edges, securely screw fixed to the walls and not pinned.
4.6.2	Window Boards (in areas not accessible to the Trainees) - will be of timber or MDF board minimum 25mm thick continuous between walls for all windows other than bathrooms, WC's and kitchens.
4.6.3	Toilet cubicle partitions to staff areas will be as Armitage Shanks IPS System, or similar.
4.6.4	Internal screen walls and integral doors to accessible areas will consist of hollow steel mullions and frames of not less than 12 gauge, filled with concrete and glazed with 9.8 mm polycarbonate, or equal impact resistant glazing, retained by 11 gauge steel angle beads and security machine screws. Fire rated screens and doors are glazed additionally with Georgian wire glass panels faced both sides with polycarbonate or similar.
4.6.5	Gate Office and Communications Room security screens are as above glazed with 10.8mm laminated anti bandit glass, and where required for fire rating will have secondary glazing internally of Pyran or similar.

4.6.5	Security grilles, where required, for all areas will be constructed from welded 50mm x 50mm, hollow section, corrosion protected mild steel to BS 4360 grade 43C.These will not, however, be accessible by Trainees.
4.7.0	**Stairs, Walkways & Balustrades**
4.7.1	Steel staircases will be located only in the plant rooms and manufactured from rolled sections to BS EN10025/10113 Grade S275, galvanized to BS729 and epoxy painted. Treads and landings will be raised pattern steel plate, or similar. Risers will be plain steel plate.
4.7.2	Landings will be supported on rolled steel channels. Stairs and landings will have 48.3mm dia. 5mm thick handrails. Staff only areas will be provided with intermediate panels welded to posts or fixed to adjoining walls as required.
4.7.3	Reinforced concrete stairs will be finished to take flooring to match adjacent landings with appropriate non-slip nosings, emulsion paint finish to soffits.
4.7.4	Metal guard rails to plant room areas and the like will be standard galvanised Kee-Klamp 1100mm high, twin rail construction and to BS 1387 and BS 6681.All balustrades are designed to withstand horizontal side loads of 0.74 KN/m
4.7.5	Steel access ladders within service areas will be to BS 4211 Class A and BS 5395: Part 3. Platforms will be hot dipped Durbar pattern mild steel tread plate, all with safety hoops from 2m above finished floor level.
4.7.6	Staircases in House Blocks will be designed to avoid the need for balustrades.
4.8.0	**Wall Finishes**
4.8.1	Hardwearing and applied durable painted wall finishes throughout will be used. Other than wet areas these will be mineral paint which may have a spray applied glaze in appropriate areas.
4.8.2	Walls will be finished in mineral paint or similar durable coating. The mineral paint (or similar) will be used up to a height of 2100mm above finished floor level, or up to 900mm where there will be 1200mm high MDF linings permanently fixed direct to concrete background to act as securely fixed display/notice boards. These will be protected by 900mm x 1200mm x 4mm thick polycarbonate sheeting securely held by anti tamper fixings.
4.8.3	Wet areas, all food preparation/handling areas and the waste facility walls will be finished in high performance seamless wall coating such as by 'Altro' Surfaces or similar.
4.8.4	Changing rooms, airing and drying rooms, bathrooms, sanitary facilities, laundry facilities, cleaning cupboards generally, and food stores will be finished in glazed mineral paint or similar.
4.9.0	**Floor Finishes**

4.9.1	Cement based screed toppings: In kitchen and shower areas (but not Trainee Bedrooms) 'Vetonit' 5000 or similar proprietary cement based screed and levelling compound will be applied to primed concrete slab max. 50mm thickness and laid to falls. It will be finished lightly tamped to receive waterproof membrane and floor.
4.9.2	Terrazzo floor tiling: Bonded 300mm X 300mm X 28mm thick terrazzo tiling (including skirtings) will be by A Qilligotti & Company Ltd or similar and will be laid in the Entry Building, in areas accessible to visitors to Trainees and the Dining Room over concrete floors. Joints will be 1.5mm, grouted with matching colour grout and proprietary preformed movement joint strips included as necessary.
4.9.3	Concrete Sealer: Lithurin concrete sealer manufactured by Fosroc Expandite or similar will be applied to exposed slabs to manufacturer's recommendations.
4.9.4	Epoxy floor coating: All Bedroom shower areas, changing shower areas, kitchens, wet areas and the waste area floors and skirtings will be screed finished with an Epoxy Two Pack Mastic Floor Coating, by Altro or similar. Bedroom en-suite will be fitted with a suitable threshold, to minimise risk of flooding and personally injury.
4.9.5	Vinyl sheet flooring: Seam welded 2mm sheet vinyl by Altro Floors, or similar, will be laid generally on concrete floors. Covings are site formed to match. Edge strips are provided at thresholds. The vinyl will be securely fixed to the concrete floors. Chapel and World Faith Room will be in timber and stone effect vinyl flooring.
4.9.6	Carpeting: Entry Building administration areas will be carpeted with 6mm Fibrebond by DLW Ltd., or similar, laid with adhesive and floors primed to manufacturer's recommendations. Skirtings will be PVC and edge strips provided at thresholds. Staircases in the Entry Building will be provided with similar carpet covering, complete with nosings, string skirtings and trims.
4.9.7	All House Block Bedrooms, corridor and communal areas will be carpeted in Stainfree Plus polypropylene contract carpet or similar securely bonded to the structure below. The carpet will be treated to suppress smoke and be fire retardant.
4.9.8	PVC cushion flooring: In the physical recreation sports hall and exercise studio, flooring will be 6.2mm welded Taraflex Sport M or similar, securely laid on power floated concrete floor with manufacturer's recommended adhesive. Line marking paint will be Taraflex Paint polyurethane based.
4.9.9	Entrance Matting: All entrances and exits will be provided with 9mm Coral-Plus entrance mats by Coral or similar for all buildings. The mats will be securely fixed.

4.10.0	**Ceiling Finishes**
4.10.1	Mineral paint will be applied to ceilings generally. Storeroom, sanitary area, staff changing area and catering areas (other than the main kitchen) ceilings will be decorated with mould resistant mineral paint (glazed).
4.10.2	The main kitchen catering areas (excluding the servery) will be provided with securely fixed fully accessible, 600mm x 600mm plain metal, hinge down, bevel edge tiles, all in accordance with BS 8290: Parts 1, 2 and 3: 1991 and with matching edge trims.
4.10.3	Demountable ceilings in areas requiring access to horizontal services runs (above nurses office and ground floor spine corridor in learning centre and air supply duct in dining room) to be 25mm thick chamfered edge plywood panels, 600mm x 600mm on a metal channel secondary framing or equal. All to be fixed using security screws at min 300mm c/c.
4.10.4	Plant areas will be finished by the underside of the Aluminum Roofing System.
4.11.0	**Acoustic Treatments**
4.11.1	Audex Breplasta or similar will be applied to ceilings, soffits and bulkheads in the World Faith Room, Chapel and the Dining Room/Visits Room.
4.12.0	**Painting & Decorating**
4.12.1	All joinery will be decorated to manufacturers recommendations and with an appropriate finish.
4.12.2	In Trainee accessible areas all steel columns, stair strings and treads, Bedroom doors and frames and all balustrades and hand rails will be decorated with one two pack epoxy paint.
4.13.0	**Ironmongery**
4.13.1	Generally with the exception of trainee access areas and specialist doors, all internal and external doors will be hung with 3 No. steel butt hinges and fitted with heavy duty lever handles and mortice latches with additional 5 pin single cylinder rim latches operated externally by key and internally by thumb turn. Any areas where Trainees have unsupervised access doors will be fitted with anti-ligature ironmongery.
4.13.2	All internal doors will be without locking snibs.
4.13.3	The Bedroom door will have a recessed finger pocket for opening the door.
4.13.4	Door furniture is designed or selected to prevent ligature attachment. Sliding door handles will be recessed, no 'D' type handles will be used and hinges will be of anti-ligature patterns.

4.13.5	Projecting overhead door closers will not be used in areas accessible to the Trainees.
4.13.6	All security steel door furniture, hinges, thresholds, weather-strips and stops will be as supplied by Doors and Hardware Ltd or similar.
4.13.7	Security locks and opening devices will be as supplied by Chubb UK Ltd or equivalent.
4.14.0	**Sanitaryware**
4.14.1	All sanitary ware in the Trainees Bedrooms will be SYS Wessex patented WC and wash hand basins, by SYS Wessex of Southampton or similar.
4.14.2	All sanitary ware in Trainee access areas will be durable, hard wearing, impact, chip and finger pick resistant and have no sharp edges.
4.14.3	Mirrors will be highly damage resistant, anti-ligature of high reflection sheet plastic materials and glue fixed to the walls.
4.14.4	All other sanitary ware in staff areas will be by Armitage Shanks or similar.
4.15.0	**Integrated Sanitaryware**
4.15.1	All Trainee accessible Wc's will be SYS Wessex patented WC anti-ligature unit. This unit will incorporates a porcelain pan which is incorporated within a steel shroud and is clad with 2mm thick SYSEX and foam filled for added strength. The WC will be hygienic in use.
4.15.2	The WC unit will be securely fixed and sealed to the floor and service duct wall.
4.15.3	The anti-ligature vanity unit will be also produced from SYSEX. The back splash support will house a toiletries shelf and tap system, which will be pneumatic and produce a timed flow of water to the basin. The splash back will be securely fixed and sealed to the service duct wall.
4.15.4	The vanity bowl will be housed in SYSEX and the void foam will be filled for strength. The waste and fixed plug will be of anti-ligature design. A secure highly damage resistant, anti-ligature quality vanity mirror will be provided above the vanity unit.
4.15.5	Showerhead and controls will be of anti ligature design, with a pre-set blended hot water supply.
4.15.6	There will be a separate bathroom provided in each House Block. The bathroom will be adjacent to the supervisory staff office, and will be self-contained and not overlooked but there will be a lockable Staff observation panel.
4.16.0	**Bedroom Provision**
4.16.1	Shower, wc, vanity unit and vanity bowl as described in 4.15.0

4.16.2	Means of preventing flooding including a raised threshold to protect the bedroom will be provided.
4.16.3	Heating will be provided by means of a ducted air supply. The extract duct will incorporate temperature sensors and air from every bedroom will pass via a smoke detector within the extract ducts. The Contractor will carry out a test to demonstrate the effectiveness of smoke detectors in compliance with the British Standard and all the Fire Officer's requirements.
4.16.4	The bedroom light fittings will be robust and vandal resistant and securely fixed with security screws and surfaced fixed.
4.16.5	Furniture, fittings and bedding will be fire resistant and selected to minimise smoke, toxic fumes and combustibility. (refer to Schedule B)
4.16.6	Bedroom doors will open inwards but will have a pivot facility to reduce the problem of barricading and evacuation and have removable stops on the frame, so that the door swing can be reversed in an emergency.
4.16.7	The bedroom call button will be mounted on a bedroom call panel, which incorporates a re-assurance lamp. This will be located on the wall adjacent to the bedroom door.
4.16.8	All Trainee bedrooms shall be of equal standards, the only exceptions shall be vinyl flooring in the Healthcare Centre, and one bedroom in the Healthcare Centre shall have the facility to receive a 'Kingsfund' bed.
4.17.0	**Landscaping**
4.17.1.1	Landscaping shall be in accordance with the Town Planning Consent and as shown on the drawings contained in the Schedule A drawings.
4.17.1.2	A minimum six metre wide area will be maintained in front of the secure perimeter fence (The secure perimeter fence is described in paragraph 6.1). A minimum seven and half metre wide grass sterile zone will be provided between the outer secure perimeter fence and the inner containment fence or building (The inner containment fence is described in paragraph 6.2)
4.17.1.3	Allotment area: A secure area will be provided to allow horticultural activity under supervision. The site substrate will be shielded with a geotextile membrane. The area will be designed and installed to minimize opportunity for climbing and risk of access to adjoining roofs.
4.17.1.4	All Weather Sports Courts: Each court will be protected by a minimum of 3.3m high fencing. Durable all weather surfacing will be selected for the courts, and the mini football and basket ball areas will be illuminated.
4.17.1.5	All building debris will be removed prior to the making up of levels. A stone picking exercise will be carried out to all external landscape areas prior to the Issue of the Independent Engineer's Declaration, leaving the ground so far that is reasonably possible free of material that would not pass a 10mm sieve.

Section 5

Mechanical & Electrical Engineering

5.1.0	**Mechanical Engineering Installation**
5.1.1.0	**Design Principles**
5.1.1.1	The Secure Training Centre and its engineering services will be designed to comply with good energy standards
5.1.1.2	All space heating will be provided by ducted air, except in the Facilities and Maintenance Building where there will be radiators.
5.1.1.3	The central plant will be designed to make efficient use of waste heat. Appropriate attenuation to plant items will be provided as necessary
5.1.1.4	Engineering services will be designed to ensure that there is adequate control to avoid unnecessary out of hours usage in areas that will not be in continuous occupancy. Ventilation systems will be zoned (but not individual rooms) to permit the independent operation of areas according to their occupancy pattern by the use of automatic zone dampers and variable speed fans. Zoned heating distribution circuits will facilitate control of discrete areas on a utilisation basis.
5.1.2.0	**Primary Heating System: Boilers**
5.1.2.1	The primary heating medium for the Secure Training Centre will be low temperature hot water (LTHW) provided from multiple boilers located within the main plantroom, serving heating coils in air handling plant. The LTHW installation will also serve a number of distributed calorifier stations providing domestic hot water.
5.1.2.2	The main boiler installation will provide diversity against individual boiler outage. Boilers shall be cast iron sectional atmospheric type, capable of operating on either natural gas or light fuel oil. Power to the equipment will be backed up by an emergency generator supply.
5.1.2.3	Primary heating distribution pipework will be connected from the boilers to heating flow and return headers. Duty and standby primary pumps will be provided in the plant room. The system will be pressurised from a packaged pressurisation unit, complete with duty/standby pumps.
5.1.2.4	All pump sets will be duty/standby arranged for automatic changeover on failure of duty pump, with notification to the Building Management System.
5.1.3.0	Hot water
5.1.3.1	A cold feed will connect to the calorifier, which shall be provided with suitable control and protection devices
5.1.3.2	Domestic hot water will be provided from copper storage calorifiers fitted with heater batteries served by primary low pressure hot water flow and returns located in the roof plant rooms.
5.1.3.3	The hot water system will be sized to meet the maximum demand without loss of service.

5.1.3.4	From the hot water calorifiers a flow and return pipework system with circulating pump on the return pipe work will distribute to serve sanitary appliances and fittings.
5.1.3.5	Water is pre-mixed prior to delivery to sanitaryware and other outlet points. Hot water in trainee access areas will be distributed between 40 and 55^{o}C, dependant upon storage and distribution system adopted. The water will be discharged between 40 and 45^{o}C (The Institute of Plumbing, Plumbing Engineering Services Design Guide: Safe water temperatures) within 1min. The water will be maintained within this range thereby eliminating the potential for scalding. Trainees will not have access to any pipe work.
5.1.4.0	**Natural Gas Distribution**
5.1.4.1	Natural gas will be distributed to serve the boiler plant, and kitchen equipment.
5.1.5.0	**Heating**
5.1.5.1	Natural gas will be used as the primary source of energy for the main boilers with light fuel oil providing backup in the event of a cessation of gas supply.
5.1.5.2	A new gas supply will be installed to the boilers via a ventilated gas meter enclosure located within the main plant room. The meter will be provided with suitable volt free contacts for connection to the Building Management System.
5.1.5.4	A manual isolating valve will be provided at the point of entry to the plant room followed by a solenoid valve.
5.1.5.5	Electro thermal (fusible) links will be provided over each boiler. There shall also be knock off (key reset) buttons at each exit to the boiler room. Activation of any of these will cause the solenoid valve feeding the boiler room to close. The solenoid valve will be capable of electrically resetting.
5.1.6.0	Catering
5.1.6.1	A new gas supply will be installed to the kitchen building via a ventilated gas meter enclosure. The meter will be provided with suitable volt free contacts for connection to the Building Management System.
5.1.7.0	Facilities and Maintenance Building
5.1.7.1	A combination domestic-type gas boiler will be provided to meet the space heating and domestic hot water requirements of the Facilities Management Building. Gas pipework will be routed from the main plant room to the Facilities and Maintenance Building via the Entry Building roof plant room and an underground service duct. A sub-meter will be provided to monitor energy consumption.
5.1.8.0	Fuel Oil Storage / Distribution
5.1.8.1	A suitably sized combined diesel oil storage tank will be provided within a bunded oil storage area located at ground floor level in the main plant room or burried underground outside the secure perimeter. The tank will be sized to provide seventy-two hours continuous operation for the boiler plant and the standby generator.

5.1.8.2	From the oil storage tank a discharge pipework header system with connections for the boiler plant and standby generator will be provided.
5.1.8.3	Tank vents and secure access manholes will be provided to all bulk and daily tanks in accordance with the requirements of BS 799 Part 5:1987.
5.1.9.0	**Cold Water (CW) Distribution**
5.1.9.1	A metered water supply from the Anglian Water Authority will be provided into the Secure Training Centre. The underground pipework will be of blue medium density polyethylene.
5.1.9.2	Water treatment equipment will be provided on the incoming water supply to treat the domestic water system to the buildings.
5.1.9.3	The incoming supply will be piped to serve suitably sized (potable standard) glass reinforced plastic (GRP) cold water storage tanks. The tanks are to be located in the roof spaces of the main building and the House Blocks; the water will be boosted from the tanks to serve domestic cold water services to the sanitary fittings and hot water storage calorifiers.
5.1.9.4	A separate branch connection off the incoming water main will be piped to kitchen sinks and the main kitchen area and local house unit rest areas to serve fittings and appliances.
5.1.9.5	From the water tanks and water treatment plant, general water supplies will be routed via a copper pipe work system to serve the various sanitary fittings throughout the development. The storage tanks will be one piece type insulated with sealed cover, ballvalve access hatch, access ladder (if necessary), screened overflows and warning pipes in accordance with the Water Regulations Guide, which is published by the Water Regulation Advisory Scheme and incorporates the Department of the Environment, Transport, and the Regions Guidance and Water Industry recommendations.
5.1.10.0	**Cold Water Distribution Services**
5.1.10.1	Provide a network of distribution pipework from cold water storage tanks in the roof space plant areas to serve various outlets to sanitary fittings, and hose down points.
5.1.10.2	Hose down points will be provided with double-check valve assemblies and comply with the Water Supplies (Water Fittings) Regulations 1999. External fittings will not be accessible to Trainees.
5.1.10.3	Trace heating for frost protection will be provided to all pipework exposed in external and unheated areas such as roof spaces and external distribution ducts and external wash down points.
5.1.10.4	The complete system will be classified as a potable supply and storage systems shall comply with water authority bylaws.
5.1.11.0	**Chilled Water**

5.1.11.1	The chilled water to the establishment will be provided by packaged air-cooled central chillers located within the main plant rooms.
5.1.11.2	The plant will utilise a low ozone depletion refrigerant containing no CFC's, HCFC's, Halons, Carbon Tetrachloride or 111 Trichloroethene. The equipment must also comply with Section 33 and 34 of the Environmental Protection Act 1990.
5.1.11.3	Cooling coils will be provided within each of the air-handling units for comfort cooling to all House Blocks and the Learning Centre.
5.1.11.4	Chilled water pipe work will be distributed via concealed and restricted access zones.
5.1.11.5	Healthcare bedrooms will be provided with individual controls and comfort cooling equipment inaccessible to Trainees.
5.1.12.0	Ventilation Systems
5.1.12.1	Mechanical ventilation with comfort cooling will be provided to all areas except Sports Hall, Plant Rooms and the Facilities Maintenance Building. All mechanical ventilation systems will use fresh outside air and will be designed and installed to comply with good design practice. All ventilation grilles will be of an anti ligature type in areas which Trainees have privacy. In Trainee supervised areas robust grilles must be fitted.
5.1.12.2	Air handling plant will be provided within secure and dedicated Plant Rooms or secure roof spaces.
5.1.12.3	Separate systems for dirty extract will be provided within main Plant Rooms with duplicate fans to serve toilets, dirty utility rooms, etc. Extract fans will be centrifugal, have motors out of the air stream and have flexible connections suitably rated for smoke.
5.1.12.4	In the Facilities Management Building natural ventilation shall be employed using openable windows. Protective bars will be provided (inward facing only) and the range of window opening will be restricted to 100mm
5.1.12.5	Except for the Sports Hall and Plant Rooms the internal temperature in the Secure Training Centre will be controlled within the range of 19ºC to 26ºC, whenever the external ambient temperature is between -5ºC and 30ºC Dry Bulb. Where the external temperature rises above 30ºC up to 32ºC, the maximum internal Trainee Bedroom temperature will be 28ºC Dry Bulb. At temperatures outside this range all fixed temperature control systems will be maintained at their reasonable maximum maintainable output, such as to return temperatures to the design at the earliest time. The Sports Hall will be supplied with tempered air and extract air only. The Sports Hall and Plant Rooms are to be designed as a minimum to maintain a frost free environment.
5.1.12.6	The temperatures within the Secure Training Centre will be controlled by the Building Management System using sensors. The sensors will detect the return air temperature within each system. The systems will be as follows: 1No. For House Block A serving 16 Bedrooms. 2No. House Block B serving 32 Bedrooms.

	2No.House Block C serving 32 Bedrooms. Individual control will be provided for the Bedrooms in the Healthcare Centre only. A minimum of 3No. In the Learning Centre. A minimum of 2No. In the Entry Building. The monitoring arrangement will maintain records of temperatures utilising the Building Management System. In the event of a non-compliant reading being registered, specific area checks will be undertaken manually by the Monitor with an appropriate device.
5.1.12.7	The noise levels within the following rooms will not be exceeded by the building services:- Bedrooms (Inc Bedrooms in the Healthcare Centre.) Nr 30 Classrooms Nr 35 Offices Nr 35 These readings will be measured 1m away from the grilles. The above Nr levels are all subject to a 10% tolerance.
5.1.12.8	Careful consideration will be given to siting and final selection of anti-ligature grilles for the ventilation systems to minimise the risk of tampering and vandalism.
5.1.13.0	**Internal Drainage**
5.1.13.1	A 110mm diameter single stack soil and waste pipe work system will be provided to the house units to receive the foul and waste water discharges from the various sanitary fittings. Below ground drainage from trainee access areas will be not less than 150mm diameter.
5.1.13.2	A one pipe or modified one pipe fully vented soil and waste pipe work system will be provided to the admissions/discharge, dining/kitchen, learning and administration areas to receive the foul and waste water discharges from the various sanitary fittings.
5.1.13.3	Stub stacks at ground floor level will be provided for isolated fittings or where the drainage invert levels cannot be provided with sufficient depth below the lowest fittings
5.1.13.4	The soil and waste system will incorporate access facilities throughout the system to facilitate inspection and cleaning in the event of blockages. The House Block soil stacks will be located within purpose built service ducts with lockable access covers on doors and with horizontal branch connections receiving the discharge from the various sanitary fittings and appliances.
5.1.13.5	The discharge from designated fittings in the kitchen will pass through a proprietary grease separator to minimise the discharge of grease into the under slab drainage system.
5.1.13.6	The system will be designed to ensure the water seal to traps at various areas throughout the system will be maintained at all times.
5.1.13.7	The soil waste and vent stacks will be installed in uPVC pipe work and fittings.

	Fire collars will be provided to the uPVC pipe work over 55mm diameter where passing through fire compartment floors and walls.
5.1.13.8	Roof penetrations will be kept to a minimum, limited where practicable to one per roof.
5.2.0	**Electrical Engineering Installation**
5.2.1.0	**Design Principles**
5.2.1.1	The electrical services, including lighting will be designed in accordance with all current statutory requirements, CIBSE and NICEIC regulations. Where no regulations or guidance exists, the electrical services will be provided in accordance with good electrical engineering practice.
5.2.2.0	**Electrical Components**
5.2.2.1	Robust socket outlets within each Bedroom will be controlled via a double pole isolation switch in the corridor ducts.
5.2.2.2	Smoke detection, where provided, will be installed so as to reduce the risk of self harm, and tampering. Smoke detection will be installed to operate effectively within the air extract duct from every Bedroom (Typically one detector per four Bedrooms). Prior to Independent Engineers Declaration tests to be carried out to demonstrate that the system is compliant with the relevant British Standard.
5.2.2.3	All small power and lighting circuits accessible to Trainees will be individually protected by RCDs (Residual Current Distribution).
5.2.3.0	**Electrical Distribution Systems**
5.2.3.1	Lighting energy loads will be minimised by the selection of efficient light sources and the design and control of lighting circuits that encourage better use of natural lighting in combination with artificial lighting of interior spaces.
5.2.3.2	The electrical supply for the Secure Training Centre will be derived from the local Regional Electricity Company (REC) 11kV incoming supply, located within the service yard, which will be housed within an enclosure. The sub-station will consist of a single 800kVA 11000/400V transformer unit supplied at 50 Hz, which will be supplied by the local Regional Electricity Company.
5.2.3.3	A Low Voltage (LV) distribution MCCB (Motor Control Centre Board) switch panel, will be situated within the new plantroom. The positioning of the main MCCB panel will be such that the main LV tails to be connected to the LV terminals of the transformer, are kept to a minimum distance, no greater than 20 metres.
5.2.3.4	From this board cables will be provided to serve motor control centres, major items of mechanical plant and ancillary sub distribution boards.
5.2.3.5	Electrical cables will be securely clipped to cable trays, and not accessible to Trainees.

5.2.4.0	**Lighting Installations**
5.2.4.1	All lighting will be designed in accordance with current edition of the relevant CIBSE Codes. Switching will be grouped to suit operational requirements, the use of PIR's (Passive Infra Red) will be considered.
5.2.4.2	All lux levels listed in the Room Schedules (Section 10 of this document) are the standard minimum average illuminance in the stated areas. The proposed Lux levels have been designed in accordance with the CIBSE code for Interior Lighting 1994.
5.2.4.3	All luminaires will be selected such that they satisfy the following criteria: • Any visible screw fixings on the underside of the luminaire shall be an anti tamper design. • Luminaire fixings should be via fastenings, which draw the luminaire up to the ceiling. • Any lips or flanges shall have single component gaskets.
5.2.4.4	Within Bedrooms the lighting will incorporate the main lighting and night lighting and will be controllable from outside the room as well as inside. Polycarbonate diffusers will be provided, with anti-ligature fixings.
5.2.5.0	**Corridor Lighting**
5.2.5.1	Luminaries will be robust, impact resistant and securely fixed. These luminaires will afford high frequency control gear complete with low energy lamps. Luminaires where required to comply with the Building regulations shall incorporate an integral emergency facility providing 3-hour non-maintained battery autonomy. Key switching will be provided at strategic locations within corridors /risers to permit staff to over-ride control.
5.2.6.0	**External Lighting**
5.2.6.1	External lighting will be carefully designed with respect to the impact that it might have on existing local environment and be consistent with security needs. The location of lighting columns as indicated on the drawings are indicative at present and will be confirmed through design development. Lighting columns within the Secure Training Centre will be kept to a minimum and will be positioned to minimise the opportunity for climbing where possible.
5.2.6.2	The car park areas will be illuminated by means of column mounted decorative luminaires; cut out units shall be provided in the base of each. Walkways will be generally illuminated from the buildings by means of directional weather proofed fittings fixed to the building.
5.2.6.3	All external lighting will be controlled by means of strategically positioned external photocell's and an overriding time switch. The time switch shall be digitally controlled and mounted adjacent the relevant switchgear.
5.2.7.0	**Emergency Lighting**
5.2.7.1	The emergency lighting installation within the building(s) will be a combination of maintained and non-maintained luminaires designed to satisfy a M3 and NM3 category system, and to be connected via the local lighting circuit to indicate

	clearly and unambiguously escape routes and providing safe egress from the relevant building (s).
5.2.7.2	The number of lights on emergency standby will be sufficient to maintain the required lux levels in each of the areas in an emergency situation.
5.2.7.3	The emergency lighting system will be installed throughout, in accordance with parts 1 and 7 BS5266: 1999 and the harmonised British and European standard BSEN 60598-2-22 code of practice.
5.2.8.0	1.1.1 Small Power Systems
5.2.8.1	Power outlets will be provided throughout the development. Socket outlets within individual Bedrooms will be controlled via an RCD isolation switch located in the duct. Sockets will be robust and not readily open to abuse
5.2.9.0	**Building Energy Management System (BMS)**
5.2.9.1	All items of plant will be controlled and monitored by an integrated system of distributed intelligent controllers. These will be networked together by the use of a structured wiring system to form an integrated building energy management system (BMS).
5.2.10.0	**Maintenance**
5.2.10.1	Plant & equipment will be positioned such that safe access and working space for maintenance is available and that removal for repair or replacement can be facilitated with reasonable ease as detailed in Schedule C.
5.2.11.0	**Lightning Protection**
5.2.11.1	A lightning Protection system will be designed and constructed in accordance with BS 6651:1992 and the earthing route will be via the reinforcement in the insitu concrete. The system will be designed to minimise the risk of misuse and / or aid climbing.
5.2.12.0	**Data Cabling**
5.2.12.1	Provided as a minimum to all administration offices and the Learning Centre.
5.3.0	**<u>Emergency Standby Facilities</u>**
5.3.0.1	A standby diesel generator is located within the plant room and the noise level will not exceed 56dB at the site boundary. The generator will provide full load for the Secure Training Centre within 20 seconds of a mains power failure.
5.3.0.2	A UPS back up system will ensure that power is maintained at all times to the following critical areas and systems:- The Fire Alarm has twenty four hour built in battery back up in standby and thirty minutes in full alarm; its own UPS. The radio system has its own UPS.
5.3.0.3	Fire escape routes will be equipped with battery powered escape lighting.

5.3.0.4	The Chubb locks will fail secure in the event of power failure.
5.3.0.5	In the event of a power failure the Buildings Management System (BMS) will retain all settings.

Section 6

Security

6.0.0	**Security**
6.1.0	**The Secure Perimeter Fence**
6.1.1	The secure perimeter fence (colour green) will be constructed of galvanised welded mesh fencing not less than 5.20m vertical height (plus either a 1.0m integral crank or hoop) x 75 x 12.5mm mesh x 4mm wire (358). The mesh is to be secured by means of 50 x 3mm neoprene rubber strips and 40 x 8mm galvanised flat clamp bars bolted at 150mm centres with 10mm diameter. bolts to CHS posts 7.20m long x 139.7mm dia. x 6.3mm thick set 1.0m in ground and surrounded with concrete at maximum 2.44m centres (posts holes approximately 1.60m x 800mm), All bolt heads or any protrusion must not be on the inside face of the secure fence.
6.1.2	The bottom of the mesh will be continuously embedded 150mm in a 300 x 300 mass concrete cill,
6.1.3	Where the fence abuts walls, the fence will be terminated with a corrosion resistant mild steel angle wall end, securely bolted to wall, in lieu of a post. This will not terminate in a right angle.
6.1.4	Lower section of mesh will be clad to a height of 2.40m. The cladding will be a 3mm thick corrosion resistant sheet securely bolted to the mesh. The fixings will be a 120 x 2mm galvanised flat trimmer to the top and a 150 x 3mm galvanised flat trimmer to bottom with 250 x 3mm galvanised flat cover plates bolted to the posts, together with all necessary additional neoprene strips. The fence to the Outdoor Garden Classroom will be clad full height with solid panels with no ledges to aid climbing (anti-vision panels between 2.40m and 5.20m to be impact resistant).
6.1.5	The whole fence, posts and sheeting will be coated with a durable, green paint The security fence will be located at least 6m from any building or trees outside the perimeter.
6.1.6	The weld mesh panels will be fixed to the fence posts, on the secure side of the fence, with galvanised mild steel clamp bars, neoprene strips and 10mm diameter bolts (threads pointing into the sterile area between the fence and perimeter wall).
6.2.0	**The Inner Containment Fence**
6.2.1	The purpose of the Inner Containment Fence is to aid keeping Trainees away from the Secure Perimeter Fence.
6.2.2	The inner containment fence will be constructed from galvanised welded mesh equal to the Secure Perimeter Fence mesh. The Inner Containment Fence will not be less than 3.30m vertical height and will be fitted with additional anti-climb measures where necessary, and where possible corners and junctions will be more than 135 degrees.
6.3.0	**Boundary Delineation Fence**
6.3.1	The boundary to the Secure Centre Site will be delineated by a 1.0m high post

	and wire fence comprising of 3No. rows of galvanised line wire stapled to round softwood stakes.
6.4.0	**External Access Control**
6.4.1	The secure area will be securely contained on all sides by either The Secure Perimeter Fence or by the Entry Building / Learning Centre buildings. Persons will not be able to enter the secure community without passing through a screening point with a portal, search facilities as well as a possessions x-ray and a pedestrian lock.
6.4.2.0	**The entry points in this perimeter will be classified as follows:-**
6.4.2.1	Main Entrance and Gate Office. The route for all pedestrians (including staff) into the secure area will be through the main entrance of the Entry Building which forms the controlled interface with the outside. Pedestrians will be required to give proof of identity to the staff in the Gate Office before proceeding further. No pedestrians will be able to proceed beyond the Gate Office without an identity card.
6.4.2.2	Vehicle Lock. No vehicle will be able to enter the secure area without passing through the Vehicle Lock. This includes vehicles servicing the secure area from the Service Yard on a daily basis. The vehicle lock shall have an interlocking device to prevent both doors opening at once. In the event of a power failure or alarm condition the doors shall fail closed with a controlled manual override. Both gates will be controlled from within the Entry Building Gate Office using CCTV within the Vehicle Lock for monitoring. The doors and gates will be interlocked. The gates will be fully protected with safety systems and driven by an electrically operated control system. In emergency conditions the Communications room will be able to over ride Gate Office controls and halt all movement.
6.4.2.3	Service Yard. Goods deliveries to the Secure Training Centre will be via the Service Yard. The yard will be accessible from the central kitchens, central stores and the main mechanical services Plant Room. The central stores and plantroom will be self-contained (i.e. they will have no access into the secure area). Access into the Kitchen will be through a deliveries lock. The Kitchen and internal interlock gates will be controlled from the control room with a key over ride facility in the event of failure.
6.4.2.4	Facility Maintenance Yard. Access through the gate will be strictly controlled from the Communications Room adjacent to the Gate Office.
6.4.2.5	Training and Staff area. This facility will be self-contained and will have no access point into the secure area.
6.5.0	**Visitors ID**
6.5.1.0	A visitor identification system will be provided that enables details of visitors to be recorded and held on a computer system located in the Entry Building.
6.5.1.1	The system will encompass digital photography linked to a database
6.5.1.2	The system will allow on screen checking of identity against the photo on the issued ID card.

6.5.1.3	The system will be robust and resilient.
6.6.0	**Door / Access Control Software**
6.6.1	The system will be secure, resilient and have a high resistance to tampering. Mechanical locks will be used within living accommodation.
6.6.2	Doors protecting the envelope of secure areas and at other key control points will be electrical-mechanical locks.
6.6.3	Each electrical-mechanical lock will have a mechanical function allowing the latch bolt to be operated by the use of a key in the event of a power failure.
6.6.4	All internal access control doors will be fitted with mechanical locks.
6.6.5	Other security doors and gates such as the service yard and kitchen entrance will be controlled electronically within the Entry Building, with the exception of plant rooms which are locked with a unique suite.
6.6.6	All electric locking gates will be incorporated in the electrical over-locking system that will provide full over-locking of the site in the event of an alarm condition.
6.6.7	The electric locking system will be controlled and monitored from the Communications Room.
6.6.8	The Staff/Visitor Lock will be secure and resistant to attack. The three doors will be interlocked and controlled via the gate office, with only one door capable of being opened at any one time. There will be a staff manual override for use in the event of an emergency.
6.6.9	The Staff in the Entry Building will control all access into and out of the establishment via either the Vehicle Lock, the Staff / Visitor Lock or the Kitchen Lock.
6.6.10	The Gate Office will be equipped with CCTV monitor units linked to external CCTV cameras.
6.6.11	Entrance to the Kitchen Lock will be via a steel sliding door which is resistant to attack and abuse. The door will be controlled from the Communications Room using CCTV within the lock for monitoring. The door will be fully protected with safety systems and driven by electrically operated control system. Doors to the Kitchen delivery area will be electrically linked so only one door is capable of being opened at one time.
6.6.12	The vehicle gates will be electrically controlled. Each gate leaf will be fitted with safety edges. A manual release system will be provided
6.6.13	The external perimeter doors which lead to the Entry Building (secure side), and the House Blocks will be controlled by electric locks. Each door/gate location will be graphically displayed on the Communications Room control screen site plan. Each controlled door can be unlocked/released from the Communications Room, and will have staff controlled mechanical overide.

6.7.0	**General Alarm System**
6.7.1	The system will be networked and controlled from the Communications Room. On activation of an alarm point an alert will be activated within the Communications Room. The Communications Room staff upon receipt of the alarm will deploy staff to the area in response. Camera cover and event logging will be Staff activated as a result.
6.8.0	**Bedroom Call System**
6.8.1	Each Trainee Bedroom will have the means by which Trainees can attract attention of a member of staff. The system will incorporate buttons, audible and visual alarms. Internally, each Bedroom will be fitted with a panel incorporating a call button and a small assurance indicator lamp. Externally, an easily observed panel associated with each Bedroom will incorporate a push button to cancel the alarm and an indicator lamp.
6.8.2	The Bedroom Call system will display local calls in the House Block Day Room visible and audible to the Supervising Officer. It will activate an LCD display in the Control Room, with a data logger recording all calls, acceptance and resets from the entire system for audit purposes. The display will indicate the presence, location and current state of an alarm(s).
6.8.3	In the Healthcare Centre there will be four individual Bedrooms. Call system arrangements will be as in House Block Bedrooms with a local LCD indicator panel located in the Nurses Station.
6.9.0	**Radio Communications System & Integration**
6.9.1	The radio system will be the main operational communication medium between the Communications Room and the Staff forming the radio net throughout the 24-hour period. All radio traffic will pass via the Communications Room in normal circumstances, but a talk-through facility is provided. The base station will be in a secure location in the Entry Building. Handsets, batteries and chargers will be located in the Gate Office and issued to relevant Staff from this area prior to entering the establishment. The gate Staff will maintain a record of radios on issue and to whom. Radio net communications will normally be confined to one channel but for operational or emergency purposes a second channel will be provided. The radio system will incorporate a general alarm system for Staff requiring assistance.
6.10.0	**Key Management System**
6.10.1	All security keys in use will be secured onto an identified ring and issued from the Gate Office.
6.10.2	The Staff / Visitor Lock will incorporate an electronic induction loop alarm system, which will activate a local alarm if a member of Staff attempts to leave the establishment through the Entry Building without handing in the set of keys. The Vehicle Lock will be fitted with a similar device to monitor staff movements.
6.10.3	A key safe will be provided within the Gate Office.

6.11.0	**Trainee's Telephone System**
6.11.1	Trainee's telephones, with safe and robust acoustic hood for privacy, will be provided in the following areas: House Blocks (four per double aspect block and two per single aspect block); Healthcare Centre (one trolley mounted); Admissions.
6.12.0	**CCTV, Control and Monitoring System**
6.12.1.0	Cameras (fixed or fully functional) will cover the internal and external areas of the Secure Training Centre. These cameras will be displayed in the Communications Room under control of the operators and also be recorded on a digital recording system for interrogation for incident or evidence purposes.
6.12.1.1	**CCTV Performance Criteria** Rotakin is a scaled target with a height of 1.6m. PSDB is the Police Scientific Development Branch CCTV performance programme 20% Rotakin is equal to the PSDB "Detect value" – this equates to a 1.6m target taking up 20% of a monitor scene vertical height. 50% Rotakin is equal to the PSDB "Recognise value" – this equates to a 1.6m target taking up 50% of a monitor scene vertical height. 120% Rotakin is equal to the PSDB "Identify value" – this equates to a 1.6m target taking up 120% of a monitor scene vertical height.
6.12.2.0	**External Cameras**
6.12.2.1	The external perimeter of the Secure Training Centre will be covered by fully functional cameras mounted on columns these cameras will be high speed units with a zoom lens which will provide a minimum of 20% Rotakin (PSDB "Detect"). The cameras have been positioned to view the external perimeter of the establishment to eliminate blind spots. The cameras will be fitted with a Dynamic Privacy Zoning system which will enable the management of the system to block out sensitive areas to inhibit observation into the secure areas of HMP Woodhill and prevent breaching the privacy of Lawn Farm.
6.12.2.2	The area inside the secure perimeter of the Secure Training Centre will be covered by fully functional cameras mounted on columns these cameras will be high speed units with a zoom lens which will provide a minimum of 50% Rotakin (PSDB "Recognise"). The cameras have been positioned to view the internal areas of the establishment to eliminate blind spots. The cameras will be fitted with a Dynamic Privacy Zoning system that will enable the management of the system to block out sensitive areas to inhibit observation into the secure areas of HMP Woodhill and prevent breaching the privacy of Lawn Farm.
6.12.2.3	The cameras covering the inner areas of the establishment will be complemented by four fixed cameras to cover areas not able to be viewed with the high mast fully functional cameras.
6.12.2.4	All external doors to the buildings will be covered by externally and internally mounted cameras for verification and recording of persons entering and leaving the buildings. These cameras will provide a minimum of 50% Rotakin image (PSDB "Recognise") with the cameras mounted at an angle to provide either

	frontal or side images of the persons.
6.12.3.0	**Internal CCTV**
6.12.3.1	**Entry Building** Cameras will monitor internal movement areas of the entry building and the dining hall/visits area. These cameras will be fixed colour cameras mounted in vandal resistant wedge style housings fitted with a lens to provide the following Rotakin performance. A 12mm lens will provide 50% Rotakin (PSDB “Recognise”) at 6.5m from the cameras with a measurement of 20% Rotakin (PSDB “Detect”) at 15m from the camera. With a 2.3m high mounting position the camera will start viewing the floor at a distance of 4.5m from the camera.
6.12.3.2	**Learning Centre & Sports Hall.** Cameras will monitor internal corridor areas and the Sports Hall of the Learning Centre. These cameras will be fixed colour cameras mounted in vandal resistant wedge style housings fitted with a lens to provide the following Rotakin performance. A 12mm lens will provide 50% Rotakin (PSDB “Recognise”) at 6.5m from the cameras with a measurement of 20% Rotakin (PSDB “Detect”) at 15m from the camera. With a 2.3m high mounting position the camera will start viewing the floor at a distance of 4.5m from the camera. The cameras in the Sports Hall will be positioned at ceiling level and will provide a minimum of 20% Rotakin (PSDB "Detect") coverage.
6.12.3.3	**Houseblocks.** Cameras will cover the internal association areas and House Block Bedroom corridors. The corridor cameras will not intrude into the Trainee’s Bedrooms but will provide complete cover of all the bedroom doors with two cameras positioned at each end of the main corridors. These cameras will be fixed colour cameras mounted in vandal resistant wedge style housings fitted with a lens to provide the following Rotakin performance. A 12mm lens will provide 50% Rotakin (PSDB “Recognise”) at 6.5m from the cameras with a measurement of 20% Rotakin (PSDB “Detect”) at 15m from the camera. With a 2.3m high mounting position the camera will start viewing the floor at a distance of 4.5m from the camera.
6.12.3.4	**Monitoring** All the system cameras will be connected to the CCTV control equipment. This equipment will provide the facility for cameras to be automatically displayed on the system monitors in the control room when an alarm is activated. (Fire alarm / General Alarm or Entry Building Intercom). The operators of the system can also manually switch any of the cameras to display monitors in the control room and control the fully functional cameras.
6.12.3.5	**Digital Recording** All the system cameras will be recorded on a multi-unit digital recording system for security and subsequent evidence by cameras anywhere inside the perimeter in order to allow identification and detection images for evidence collection purposes. The digital recorders will record the cameras at a maximum of 5 frames per second per camera. The digital recorders will use their internal motion detection system to record movement images at 5 frames per second where available and

	return to 1 frame per second in times of no movement – such as night times. This facility will reduce the storage of non- event images and also extend the length of recording time before data write over. The estimated recording length is minimum of 6 days recording before new data over writes the old data. The recorded images can be accessed from a dedicated replay monitor and can be recorded onto a CD or onto a VHS tape for evidential purposes.
6.13.0 **6.13.0.1**	**Security & Emergency Lighting** The external lighting will be designed to:- • Enhance the CCTV images. • Minimise the impact on the existing local environment • To aid control and evacuation in the case of emergencies • To light in and around the Secure Training Centre Providing a comprehensive emergency lighting scheme installed in the Secure Training Centre buildings.
6.14.0 **614.0.1**	**Access for Emergency, Fire & Rescue Vehicles** Access for emergency, fire and rescue vehicles will be through the Vehicle Lock in the Entry Building. All roads into and around the Secure Training Centre will be designed and constructed to withstand the loading from a fire appliance. Circulation within the site will be controlled.
6.15.0 **6.15.0.1**	**Provision for Sprinklers** Currently there is no provision for sprinklers.

Section 7

Fire Protection

7.0.0	**Fire Protection**
7.1.0	**Construction, Compartmentation & Compliance**
7.1.1	The Secure Training Centre will be designed and constructed in compliance with the requirements of the Local Authority Fire Officer, the Crown Premises Inspection Group, and the Operational Schedule.
7.1.2	Forms of construction, compartmentation, finishes and systems will be designed in accordance with current Building Regulations, Codes of Practice and British Standards, and will be fully discussed and agreed with the local Fire Officer and the Crown Premises Inspection Group before implementation.
7.1.3	The Secure Training Centre environment will as far as is reasonably practicable protect people and property from fire and its effects.
7.2.0	**Evacuation**
7.2.1	Materials will be selected, particularly on escape routes for their non-combustibility and resistance to flame spread.
7.2.2	The Contractor will ensure that the Construction Sub-contractor and the Operating Sub-contractor liase, develop, and maintain fire risk assessments.
7.2.3	Escape route planning will be designed to accord with the requirements of the current Building Regulations and Codes of Practice relating to means of escape in the event of fire, consistent with security and safety. No occupied part of the building will be more than 25 metres from a place of safety.
7.2.4	Emergency lighting will be provided by self-contained emergency lighting inverter / battery packs.
7.2.5	Safe egress will be provided for all occupants. Exit routes for Trainees will lead to safe and secure controlled zones.
7.2.6	Self-closing devices, where used in Trainee access areas, will be selected for avoidance or resistance to unauthorised interference.
7.3.0	**Fire Fighting Measures**
7.3.1.0	Fire Hydrants within the site will be provided as agreed with the Buckinghamshire Fire and Rescue Services.
7.3.1.1	A non-metered 100mm diameter fire hydrant main will be provided at the boundary of the site by Anglian Water Services suitably valved. The hydrants will be dedicated for fire fighting by the fire brigade, and will not to be used for any other purposes.
7.3.2.0	Hose reels will be located in each House Block and in the Healthcare Centre, within areas which are not accessible to Trainees. They will be installed to service the bedroom inundation points

7.4.0	**Fire Detection / Alarm Systems**
7.4.1	A comprehensive audible and visual fully addressable fire alarm and detection system will be provided throughout the development with automatic detection in all areas required by the Fire Officers. Break glass fire alarm points will be located on all escape routes where Trainees do not have access. Key operated alarm call points will be provided in areas where Trainees do have access. No alarm sounders or beacons will be located within the Trainee Bedrooms.
7.4.2	Master control panels will be provided to the system.
7.4.3	The system, in addition to conforming to the requirements of BS 5839 L1 category (where appropriate within the Secure Training Centre), will also meet with the requirements of the appropriate local authorities (Building Control and Buckinghamshire Fire & Rescue Services) and the Crown Premises Inspection Group (the Fire Officers).

Section 8

Drawing List

‘Contract Issue’

Appendix 'A'

Drawing No.	Scale & Size	Drawing Title
JS0508/SCH-A/1000	1:500 @ A1	Site Plan
JS0508/SCH-A/2000	1:100 @ A1	House Block A – Ground & First Floor Plans
JS0508/SCH-A/2010	1:100 @ A1	House Block A - Plant Room & Roof Plan
JS0508/SCH-A/2020	1:100 @ A1	House Block B – Ground & First Floor Plans
JS0508/SCH-A/2030	1:100 @ A1	House Block B - Plan Plant Room & Roof Plan
JS0508/SCH-A/2040	1:100 @ A1	House Block C – Ground & First Floor Plans
JS0508/SCH-A/2050	1:100 @ A1	House Block C - Plant Room & Roof Plan
JS0508/SCH-A/2060	1:100 @ A1	Entry Building – Ground & First Floor Plans
JS0508/SCH-A/2070	1:100 @ A0	Entry Building - Plant Room & Roof Plan
JS0508/SCH-A/2080	1:100 @ A0	Learning Building - Ground & First Floor Plans
JS0508/SCH-A/2090	1:100 @ A0	Learning Building - Plant Room & Roof Plan
JS0508/SCH-A/2100	1:100 @ A1	FM Building – Plans, Sections, & Elevations
JS0508/SCH-A/3000	1:100 @ A1	House Block A - Sections & Elevations
JS0508/SCH-A/3010	1:100 @ A1	House Block B - Sections & Elevations
JS0508/SCH-A/3020	1:100 @ A1	House Block C - Sections & Elevations
JS0508/SCH-A/3030	1:100 @ A0	Entry Building - Sections & Elevations
JS0508/SCH-A/3040	1:100 @ A0	Learning Building - Sections & Elevations
JS0508/SCH-A/4010	1:20 @ A1	Bedroom Plan, Sections, Elevations, & Details
729/SCH-A/01	1:500 @ A2	Landscape Master Plan

Section 9

Schedule of Electronic Locks

Appendix 'B'

MARCH 2003

SCHEDULE A
Schedule of Electronic Locks
(Appendix B)

PROJECT: **MILTON KEYNES**

SECURE TRAINING CENTRE

DOCUMENT NO: **JS 0508/SCH-A/ 9000**

BUILDING	LOCATION	ROOM REFERENCE NO.	LOCK CLASS
HOUSE A	Stair 1 Vestibule	HAG 002	1E
	Stair 2 Vestibule	HAG 022	1E
HOUSE B	Stair 3 Vestibule	HBG 002	1E
	Stair 4 Vestibule	HBG 019	1E
HOUSE C	Stair 6 Vestibule	HCG 002	1E
	Stair 5 Vestibule	HCG 019	1E
ENTRY BUILDING	Stair 8 Lobby	EBG 048	1E
	Public Lobby	EBG 034A	1E
	Plant Entry	EBG 001A	1E
	Lobby	EBG 015	1E
	Trainee Lobby	EBG 023	1E
	Staff Lobby	EBG 042	1E
	Healthcare Lobby	EBG 044	1E
	Clothing Store	EBG 047C	1E
	Lobby	EBG 044	1E
	Gate Office	EBG 035	1E
	Stair 9 Lobby	EBG 038	1E
	Staff Briefing	EBG 039	1E
	Stores Lock (x2)	EBG 008	AEL
	Plant	EBG 001	AEL
	Visitor Lock (x3)	EBG 030	AEL
	Vehicle Lock (x2)	EBG 043	AEL
LEARNING CENTRE	Art Training Room 1	LBG 011	1E
	Break out/ Interview	LBG 010	1E
	Sports Hall	LBG 001	1E
	Stair 16 Lobby	LBG 040A	1E
	Stair 15 Lobby	LBG 036	1E
	Entrance Lobby	LBG 041A	1E
	Stair 13 Lobby	LBG 023	1E
	Mechanical Workshop 4	LBG 022	1E

1E: ELECTRONICALLY OPERATED CLASS 1 LOCKS

AEL: AUTOMATIC ELECTRONIC ROLLING/ SLIDING DOOR LOCKS

Section 10

Room Schedules

Room name	Room	Lux Level	TV Point	Telephone Point	Data Point or Containment only in Trainee Bedrooms	Emergency	Elec Power Point (or spur where shown)	Floor Finish
Bins Store	HAG1	100	n/a	n/a	n/a	n/a	✓	Epoxy such as Sempol
Lobby	HAG2	150	n/a	n/a	n/a	✓	✓	Carpet
Store	HAG3	150	n/a	n/a	n/a	n/a	n/a	Vinyl Sheeting
Store	HAG4	150	n/a	✓	✓	n/a	✓	Vinyl Sheeting
Bedroom	HAG5	200	✓	n/a	✓	n/a	✓	Carpet
Bathroom in bedroom		200	n/a	n/a	n/a	n/a	n/a	Sempol
Bedroom	HAG6	200	✓	n/a	✓	n/a	✓	Carpet
Bathroom in bedroom		200	n/a	n/a	n/a	n/a	n/a	Sempol
Bedroom	HAG7	200	✓	n/a	✓	n/a	✓	Carpet
Bathroom in bedroom		200	n/a	n/a	n/a	n/a	n/a	Sempol
Bedroom	HAG8	200	✓	n/a	✓	n/a	✓	Carpet
Bathroom in bedroom		200	n/a	n/a	n/a	n/a	n/a	Sempol
Corridor	HAG9	150	n/a	n/a	✓	✓	✓	Carpet
Lounge	HAG10	200	✓	✓	✓	✓	✓	Carpet
Interview / Quiet Rm	HAG11	300	✓	✓	✓	n/a	✓	Carpet
Kitchen	HAG12	500	n/a	n/a	n/a	n/a	✓	Sempol
Bedroom	HAG13	200	✓	n/a	✓	n/a	✓	Carpet
Bathroom in bedroom		200	n/a	n/a	n/a	n/a	n/a	Sempol
Bedroom	HAG14	200	✓	n/a	✓	n/a	✓	Carpet
Bathroom in bedroom		200	n/a	n/a	n/a	n/a	n/a	Sempol
Bedroom	HAG15	200	✓	n/a	✓	n/a	✓	Carpet
Bathroom in bedroom		200	n/a	n/a	n/a	n/a	n/a	Sempol
Bedroom	HAG16	200	✓	n/a	✓	n/a	✓	Carpet
Bathroom in bedroom		200	n/a	n/a	n/a	n/a	n/a	Sempol
Corridor	HAG17	150	n/a	✓	✓	✓	✓	Carpet
Lounge	HAG18	200	✓	✓	✓	✓	✓	Carpet

Kitchen	HAG19	500	n/a	n/a	n/a	n/a	✓	Sempol
Boots	HAG20	150	n/a	n/a	n/a	n/a	n/a	Vinyl Sheeting
Service Riser	HAG21	150	n/a	n/a	n/a	n/a	✓	N/A
Lobby	HAG22	150	n/a	n/a	n/a	✓	✓	Matting
Stairs	HAF1	150	n/a	n/a	n/a	n/a	✓	Carpet
Staff room	HAF2	200	✓	✓	✓	✓	✓	Carpet
Staff WC	HAF3	150	n/a	n/a	n/a	n/a	✓	Vinyl Sheeting
Bathroom	HAF4	150	n/a	n/a	n/a	n/a	spur	Sempol
Exit	HAF5	150	n/a	n/a	n/a	n/a	✓	Carpet
Boots	HAF6	150	n/a	n/a	n/a	n/a	✓	Vinyl Sheeting
Bedroom	HAF7	200	✓	n/a	✓	n/a	✓	Carpet
Bathroom in bedroom		200	n/a	n/a	n/a	n/a	n/a	Sempol
Bedroom	HAF8	200	✓	n/a	✓	n/a	✓	Carpet
Bathroom in bedroom		200	n/a	n/a	n/a	n/a	n/a	Sempol
Bedroom	HAF9	200	✓	n/a	✓	n/a	✓	Carpet
Bathroom in bedroom		200	n/a	n/a	n/a	n/a	n/a	Sempol
Bedroom	HAF10	200	✓	n/a	✓	n/a	✓	Carpet
Bathroom in bedroom		200	n/a	n/a	n/a	n/a	n/a	Sempol
Corridor	HAF11	150	n/a	n/a	n/a	n/a	✓	Carpet
Lounge	HAF12	200	TBC	✓	✓	TBC	✓	Carpet
Kitchen	HAF13	500	n/a	n/a	n/a	n/a	✓	Sempol
Interview / Quiet Rm	HAF14	300	✓	✓	✓	TBC	✓	Carpet
Bedroom	HAF15	200	✓	n/a	✓	n/a	✓	Carpet
Bathroom in bedroom		200	n/a	n/a	n/a	n/a	n/a	Sempol
Bedroom	HAF16	200	✓	n/a	✓	n/a	✓	Carpet
Bathroom in bedroom		200	n/a	n/a	n/a	n/a	n/a	Sempol
Bedroom	HAF17	200	✓	n/a	✓	n/a	✓	Carpet
Bathroom in bedroom		200	n/a	n/a	n/a	n/a	n/a	Sempol
Bedroom	HAF18	200	✓	n/a	✓	n/a	✓	Carpet
Bathroom in bedroom		200	n/a	n/a	n/a	n/a	n/a	Sempol

Milton Keynes **House Block A** **Revision G**
Finishes and Services

Corridor	HAF19	150	n/a	✓	n/a	✓	✓	Carpet

Lounge	HAF20	200	✓	✓	✓	✓	✓	Carpet
Kitchen	HAF21	500	n/a	n/a	n/a	n/a	✓	Sempol
Boots	HAF22	150	n/a	n/a	n/a	n/a	✓	Vinyl Sheeting
Stairs	HAF23	150	n/a	n/a	n/a	n/a	✓	Carpet
Plant	HAR1	Average 150	n/a	n/a	n/a	n/a	✓	Sealed conc.
Plant	HAR2	Average 150	n/a	n/a	n/a	n/a	✓	Sealed conc.
Plant	HAR3	Average 150	n/a	n/a	n/a	n/a	✓	Sealed conc.
Plant	HAR4	Average 150	n/a	n/a	n/a	n/a	✓	Sealed conc.
Plant	HAR5	Average 150	n/a	n/a	n/a	n/a	✓	Sealed conc.

Room name	Room	Lux Level	TV Point	Telephone Point	Data point (or containment only in Trainee Bedrooms)	Emergency	Elec Power point (or spur where shown)	Floor Finish
Bins store	HBG1	150	n/a	n/a	n/a	n/a	✓	Seamless Coating eg Sempol
Vestibule	HBG2	150	n/a	n/a	n/a	✓	✓	Carpet
Store	HBG3	150	n/a	n/a	n/a	n/a	✓	Vinyl sheeting
Bedroom	HBG4	200	✓	n/a	✓	n/a	✓	Carpet
Bathroom in bedroom		200	n/a	n/a	n/a	n/a	n/a	Seamless Coating eg Sempol
Bedroom	HBG5	200	✓	n/a	✓	n/a	✓	Carpet
Bathroom in bedroom		200	n/a	n/a	n/a	n/a	n/a	Seamless Coating eg Sempol
Bedroom	HBG6	200	✓	n/a	✓	n/a	✓	Carpet
Bathroom in bedroom		200	n/a	n/a	n/a	n/a	n/a	Seamless Coating eg Sempol
Bedroom	HBG7	200	✓	n/a	✓	n/a	✓	Carpet
Bathroom in bedroom		200	n/a	n/a	n/a	n/a	n/a	Seamless Coating eg Sempol
Corridor	HBG8	150	n/a	✓	n/a	✓	✓	Carpet
Lounge	HBG9	200	n/a	✓	✓	✓	✓	Carpet
Kitchen	HBG10	500	n/a	n/a	n/a	n/a	✓	Seamless Coating eg Sempol
Interview	HBG11	300	✓	✓	✓	n/a	✓	Carpet
Bedroom	HBG12	200	✓	n/a	✓	n/a	✓	Carpet
Bathroom in bedroom		200	n/a	n/a	n/a	n/a	n/a	Seamless Coating eg Sempol
Bedroom	HBG13	200	✓	n/a	✓	n/a	✓	Carpet
Bathroom in bedroom		200	n/a	n/a	n/a	n/a	n/a	Seamless Coating eg Sempol
Bedroom	HBG14	200	✓	n/a	✓	n/a	✓	Carpet
Bathroom in bedroom		200	n/a	n/a	n/a	n/a	n/a	Seamless Coating eg Sempol
Bedroom	HBG15	200	✓	n/a	✓	n/a	✓	Carpet
Bathroom in bedroom		200	n/a	n/a	n/a	n/a	n/a	Seamless Coating eg Sempol
Corridor	HBG16	150	n/a	✓	n/a	✓	✓	Carpet

Milton Keynes STC **House Block B** **Revision F**
Finishes and Services

Boots	HBG17	150	n/a	n/a	n/a	n/a	✓	Vinyl sheeting
Washer / drier	HBG18	150	n/a	✓	n/a	n/a	✓	Vinyl sheeting
Vestibule	HBG19	150	n/a	n/a	n/a	✓	✓	Carpet
Bins store	HBG20	150	n/a	n/a	n/a	n/a	✓	Seamless Coating eg Sempol
Store & Boots	HBG21	150	n/a	✓	n/a	n/a	✓	Vinyl sheeting
Kitchen	HBG22	500	n/a	n/a	n/a	n/a	✓	Seamless Coating eg Sempol
Lounge	HBG23	200	✓	✓	✓	✓	✓	Carpet
Bedroom	HBG24	200	✓	n/a	✓	n/a	✓	Carpet
Bathroom in bedroom		200	n/a	n/a	n/a	n/a	n/a	Seamless Coating eg Sempol
Bedroom	HBG25	200	✓	n/a	✓	n/a	✓	Carpet
Bathroom in bedroom		200	n/a	n/a	n/a	n/a	n/a	Seamless Coating eg Sempol
Bedroom	HBG26	200	✓	n/a	✓	n/a	✓	Carpet
Bathroom in bedroom		200	n/a	n/a	n/a	n/a	n/a	Seamless Coating eg Sempol
Bedroom	HBG27	200	✓	n/a	✓	n/a	✓	Carpet
Bathroom in bedroom		200	n/a	n/a	n/a	n/a	n/a	Seamless Coating eg Sempol
Corridor	HBG28	150	n/a	✓	n/a	✓	✓	Carpet
Interview	HBG29	300	✓	✓	✓	n/a	✓	Carpet
Kitchen	HBG30	500	n/a	n/a	n/a	n/a	✓	Seamless Coating eg Sempol
Lounge	HBG31	200	n/a	✓	✓	✓	✓	Carpet
Bedroom	HBG32	200	✓	n/a	✓	n/a	✓	Carpet
Bathroom in bedroom		200	n/a	n/a	n/a	n/a	n/a	Seamless Coating eg Sempol
Bedroom	HBG33	200	✓	n/a	✓	n/a	✓	Carpet
Bathroom in bedroom		200	n/a	n/a	n/a	n/a	n/a	Seamless Coating eg Sempol
Bedroom	HBG34	200	✓	n/a	✓	n/a	✓	Carpet
Bathroom in bedroom		200	n/a	n/a	n/a	n/a	n/a	Seamless Coating eg Sempol
Bedroom	HBG35	200	✓	n/a	✓	n/a	✓	Carpet
Bathroom in bedroom		200	n/a	n/a	n/a	n/a	n/a	Seamless Coating eg Sempol
Corridor	HBG36	150	n/a	✓	n/a	✓	✓	Carpet
Boots	HBG37	150	n/a	n/a	n/a	n/a	✓	Vinyl sheeting

Store	HBG38	150	n/a	n/a	n/a	n/a	✓	Vinyl sheeting

Staff room	HBG39	200	✓	✓	✓	✓	✓	Carpet
WC	HBG40	150	n/a	n/a	n/a	n/a	✓	Vinyl sheeting
Service riser	HBG41	150	n/a	n/a	n/a	n/a	✓	n/a
Staff room	HBF1	150	✓	✓	✓	✓	✓	Carpet
WC	HBF2	150	n/a	n/a	n/a	n/a	✓	Vinyl sheeting
Bathroom	HBF3	150	n/a	n/a	n/a	n/a	✓	Seamless Coating eg Sempol
Washer / drier	HBF4	150	n/a	n/a	n/a	n/a	✓	Vinyl sheeting
Bedroom	HBF5	200	✓	n/a	✓	n/a	✓	Carpet
Bathroom in bedroom		200	n/a	n/a	n/a	n/a	n/a	Seamless Coating eg Sempol
Bedroom	HBF6	200	✓	n/a	✓	n/a	✓	Carpet
Bathroom in bedroom		200	n/a	n/a	n/a	n/a	n/a	Seamless Coating eg Sempol
Bedroom	HBF7	200	✓	n/a	✓	n/a	✓	Carpet
Bathroom in bedroom		200	n/a	n/a	n/a	n/a	n/a	Seamless Coating eg Sempol
Bedroom	HBF8	200	✓	n/a	✓	n/a	✓	Carpet
Bathroom in bedroom		200	n/a	n/a	n/a	n/a	n/a	Seamless Coating eg Sempol
Corridor	HBF9	150	n/a	✓	n/a	✓	✓	Carpet
Lounge	HBF10	200	✓	✓	✓	✓	✓	Carpet
Interview	HBF11	300	✓	✓	✓	n/a	✓	Carpet
Kitchen	HBF12	500	n/a	n/a	n/a	n/a	✓	Seamless Coating eg Sempol
Bedroom	HBF13	200	✓	n/a	✓	n/a	✓	Carpet
Bathroom in bedroom		200	n/a	n/a	n/a	n/a	n/a	Seamless Coating eg Sempol
Bedroom	HBF14	200	✓	n/a	✓	n/a	✓	Carpet
Bathroom in bedroom		200	n/a	n/a	n/a	n/a	n/a	Seamless Coating eg Sempol
Bedroom	HBF15	200	✓	n/a	✓	n/a	✓	Carpet
Bathroom in bedroom		200	n/a	n/a	n/a	n/a	n/a	Seamless Coating eg Sempol
Bedroom	HBF16	200	✓	n/a	✓	n/a	✓	Carpet
Bathroom in bedroom		200	n/a	n/a	n/a	n/a	n/a	Seamless Coating eg Sempol
Corridor	HBF17	150	n/a	✓	n/a	✓	✓	Carpet
Day room	HBF18	200	✓	✓	✓	✓	✓	Carpet

Store	HBF19	150	n/a	n/a	n/a	n/a	✓	Vinyl sheeting
Lobby	HBF20	150	n/a	n/a	n/a	✓	✓	Carpet

Store	HBF21	150	n/a	n/a	n/a	n/a	✓	Vinyl sheeting
Day room	HBF22	200	✓	✓	✓	✓	✓	Carpet
Bedroom	HBF23	200	✓	n/a	✓	n/a	✓	Carpet
Bathroom in bedroom				n/a	n/a	n/a	n/a	Seamless Coating eg Sempol
Bedroom	HBF24	200	✓	n/a	✓	n/a	✓	Carpet
Bathroom in bedroom		200	n/a	n/a	n/a	n/a	n/a	Seamless Coating eg Sempol
Bedroom	HBF25	200	✓	n/a	✓	n/a	✓	Carpet
Bathroom in bedroom		200	n/a	n/a	n/a	n/a	n/a	Seamless Coating eg Sempol
Bedroom	HBF26	200	✓	n/a	✓	n/a	✓	Carpet
Bathroom in bedroom		200	n/a	n/a	n/a	n/a	n/a	Seamless Coating eg Sempol
Corridor	HBF27	150	?	✓	n/a	✓	✓	Carpet
Interview	HBF28	300	✓	✓	✓	n/a	✓	Carpet
Kitchen	HBF29	500	n/a	n/a	n/a	n/a	✓	Seamless Coating eg Sempol
Lounge	HBF30	200	✓	✓	✓	✓	✓	Carpet
Bedroom	HBF31	200	✓	n/a	✓	n/a	✓	Carpet
Bathroom in bedroom		200	n/a	n/a	n/a	n/a	n/a	Seamless Coating eg Sempol
Bedroom	HBF32	200	✓	n/a	✓	n/a	✓	Carpet
Bathroom in bedroom		200	n/a	n/a	n/a	n/a	n/a	Seamless Coating eg Sempol
Bedroom	HBF33	200	✓	n/a	✓	n/a	✓	Carpet
Bathroom in bedroom		200	n/a	n/a	n/a	n/a	n/a	Seamless Coating eg Sempol
Bedroom	HBF34	200	✓	n/a	✓	n/a	✓	Carpet
Bathroom in bedroom		200	n/a	n/a	n/a	n/a	n/a	Seamless Coating eg Sempol
Corridor	HBF35	150	n/a	✓	n/a	✓	✓	Carpet
Boots	HBF36	150	n/a	n/a	n/a	n/a	✓	Vinyl sheeting
Store	HBF37	150	n/a	n/a	n/a	n/a	✓	Vinyl sheeting
Store	HBF38	150	n/a	n/a	n/a	n/a	✓	Vinyl sheeting

Corridor	HBF39	150	n/a	n/a	n/a	✓	n/a	Carpet
Stairs	HBF40	150	n/a	n/a	n/a	n/a	✓	Carpet
Plant room	HBR1	Average 150	n/a	n/a	n/a	n/a	✓	Sealed conc.
Plant room	HBR2	Average 150	n/a	n/a	n/a	n/a	✓	Sealed conc.

Plant room	HBR3	Average 150	n/a	n/a	n/a	n/a	✓	Sealed conc.
Plant room	HBR4	Average 150	n/a	n/a	n/a	n/a	✓	Sealed conc.
Plant room	HBR5	Average 150	n/a	n/a	n/a	n/a	✓	Sealed conc.

Room name	Room	Lux Level	TV Point	Telephone Point	Data point (or containment only in Trainee Bedrooms)	Emergency	Elec Power Point (or spur where shown)	Floor Finish
Bins store	HCG1	150	n/a	n/a	n/a	n/a	✓	Seamless Coating eg Sempol
Vestibule	HCG2	150	n/a	n/a	n/a	✓	✓	Carpet
Store	HCG3	150	n/a	n/a	n/a	n/a	✓	Vinyl sheeting
Bedroom	HCG4	200	✓	n/a	✓	n/a	✓	Carpet
Bathroom in bedroom		200	n/a	n/a	n/a	n/a	n/a	Seamless Coating eg Sempol
Bedroom	HCG5	200	✓	n/a	✓	n/a	✓	Carpet
Bathroom in bedroom		200	n/a	n/a	n/a	n/a	n/a	Seamless Coating eg Sempol
Bedroom	HCG6	200	✓	n/a	✓	n/a	✓	Carpet
Bathroom in bedroom		200	n/a	n/a	n/a	n/a	n/a	Seamless Coating eg Sempol
Bedroom	HCG7	200	✓	n/a	✓	n/a	✓	Carpet
Bathroom in bedroom		200	n/a	n/a	n/a	n/a	n/a	Seamless Coating eg Sempol
Corridor	HCG8	150	n/a	✓	n/a	✓	✓	Carpet
Lounge	HCG9	200	✓	✓	✓	✓	✓	Carpet
Kitchen	HCG10	500	n/a	n/a	n/a	n/a	✓	Seamless Coating eg Sempol
Interview	HCG11	300	✓	✓	✓	n/a	✓	Carpet
Bedroom	HCG12	200	✓	n/a	✓	n/a	✓	Carpet
Bathroom in bedroom		200	n/a	n/a	n/a	n/a	n/a	Seamless Coating eg Sempol
Bedroom	HCG13	200	✓	n/a	✓	n/a	✓	Carpet
Bathroom in bedroom		200	n/a	n/a	n/a	n/a	n/a	Seamless Coating eg Sempol
Bedroom	HCG14	200	✓	n/a	✓	n/a	✓	Carpet
Bathroom in bedroom		200	n/a	n/a	n/a	n/a	n/a	Seamless Coating eg Sempol
Bedroom	HCG15	200	✓	n/a	✓	n/a	✓	Carpet
Bathroom in bedroom		200	n/a	n/a	n/a	n/a	n/a	Seamless Coating eg Sempol
Corridor	HCG16	150	n/a	✓	n/a	✓	✓	Carpet

Milton Keynes STC **House Block C** **Revision G**
Finishes and Services

Boots	HCG17	150	n/a	n/a	n/a	n/a	n/a	Vinyl sheeting
Washer / drier	HCG18	150	n/a	n/a	n/a	n/a	✓	Vinyl sheeting
Vestibule	HCG19	150	n/a	n/a	n/a	✓	✓	Carpet
Bins store	HCG20	150	n/a	n/a	n/a	n/a	✓	Seamless Coating eg Sempol
Store & Boots	HCG21	150	n/a	n/a	n/a	n/a	✓	Vinyl sheeting
Kitchen	HCG22	300	n/a	✓	n/a	n/a	✓	Seamless Coating eg Sempol
Lounge	HCG23	200	✓	✓	✓	✓	✓	Carpet
Bedroom	HCG24	200	✓	n/a	✓	n/a	✓	Carpet
Bathroom in bedroom		200	n/a	n/a	n/a	n/a	n/a	Seamless Coating eg Sempol
Bedroom	HCG25	200	✓	n/a	✓	n/a	✓	Carpet
Bathroom in bedroom		200	n/a	n/a	n/a	n/a	n/a	Seamless Coating eg Sempol
Bedroom	HCG26	200	✓	n/a	✓	n/a	✓	Carpet
Bathroom in bedroom		200	n/a	n/a	n/a	n/a	n/a	Seamless Coating eg Sempol
Bedroom	HCG27	200	✓	n/a	✓	n/a	✓	Carpet
Bathroom in bedroom		200	n/a	n/a	n/a	n/a	n/a	Seamless Coating eg Sempol
Corridor	HCG28	150	n/a	✓	n/a	✓	✓	Carpet
Interview	HCG29	300	✓	✓	✓	n/a	✓	Carpet
Kitchen	HCG30	500	n/a	n/a	n/a	n/a	✓	Seamless Coating eg Sempol
Lounge	HCG31	200	✓	✓	✓	✓	✓	Carpet
Bedroom	HCG32	200	✓	n/a	✓	n/a	✓	Carpet
Bathroom in bedroom		200	n/a	n/a	n/a	n/a	n/a	Seamless Coating eg Sempol
Bedroom	HCG33	200	✓	n/a	✓	n/a	✓	Carpet
Bathroom in bedroom		200	n/a	n/a	n/a	n/a	n/a	Seamless Coating eg Sempol
Bedroom	HCG34	200	✓	n/a	✓	n/a	✓	Carpet
Bathroom in bedroom		200	n/a	n/a	n/a	n/a	n/a	Seamless Coating eg Sempol
Bedroom	HCG35	200	✓	n/a	✓	n/a	✓	Carpet
Bathroom in bedroom		200	n/a	n/a	n/a	n/a	n/a	Seamless Coating eg Sempol
Corridor	HCG36	150	n/a	✓	n/a	✓	✓	Carpet
Boots	HCG37	150	n/a	n/a	n/a	n/a	n/a	Vinyl sheeting
Store	HCG38	150	n/a	n/a	n/a	n/a	✓	Vinyl sheeting
Staff room	HCG39	200	✓	✓	✓	✓	✓	Carpet

WC	HCG40	150	n/a	n/a	n/a	n/a	✓	Vinyl sheeting

Service riser	HCG41	150	n/a	n/a	n/a	n/a	n/a	n/a
Staff room	HCF1	200	✓	✓	✓	✓	✓	Carpet
WC	HCF2	200	n/a	n/a	n/a	n/a	✓	Vinyl sheeting
Bathroom	HCF3	200	n/a	n/a	n/a	n/a	✓	Seamless Coating eg Sempol
Washer / drier	HCF4	150	n/a	n/a	n/a	n/a	✓	Vinyl sheeting
Bedroom	HCF5	200	✓	n/a	✓	n/a	✓	Carpet
Bathroom in bedroom		200	n/a	n/a	n/a	n/a	n/a	Seamless Coating eg Sempol
Bedroom	HCF6	200	✓	n/a	✓	n/a	✓	Carpet
Bathroom in bedroom		200	n/a	n/a	n/a	n/a	n/a	Seamless Coating eg Sempol
Bedroom	HCF7	200	✓	n/a	✓	n/a	✓	Carpet
Bathroom in bedroom		200	n/a	n/a	n/a	n/a	n/a	Seamless Coating eg Sempol
Bedroom	HCF8	200	✓	n/a	✓	n/a	✓	Carpet
Bathroom in bedroom		200	n/a	n/a	n/a	n/a	n/a	Seamless Coating eg Sempol
Corridor	HCF9	150	n/a	✓	n/a	✓	✓	Carpet
Lounge	HCF10	200	✓	✓	✓	✓	✓	Carpet
Interview	HCF11	300	✓	✓	✓	n/a	✓	Carpet
Kitchen	HCF12	300	n/a	n/a	n/a	n/a	✓	Seamless Coating eg Sempol
Bedroom	HCF13	200	✓	n/a	✓	n/a	✓	Carpet
Bathroom in bedroom		200	n/a	n/a	n/a	n/a	n/a	Seamless Coating eg Sempol
Bedroom	HCF14	200	✓	n/a	✓	n/a	✓	Carpet
Bathroom in bedroom		200	n/a	n/a	n/a	n/a	n/a	Seamless Coating eg Sempol
Bedroom	HCF15	200	✓	n/a	✓	n/a	✓	Carpet
Bathroom in bedroom		200	n/a	n/a	n/a	n/a	n/a	Seamless Coating eg Sempol
Bedroom	HCF16	200	✓	n/a	✓	n/a	✓	Carpet
Bathroom in bedroom		200	n/a	n/a	n/a	n/a	n/a	Seamless Coating eg Sempol
Corridor	HCF17	150	n/a	✓	n/a	✓	✓	Carpet
Day room	HCF18	200	✓	n/a	✓	✓	✓	Carpet
Store	HCF19	150	n/a	n/a	n/a	n/a	✓	Vinyl sheeting
Lobby	HCF20	150	n/a	n/a	n/a	✓	✓	Carpet

Store	HCF21	150	n/a	n/a	n/a	n/a	✓	Vinyl sheeting
Day room	HCF22	200	✓	n/a	✓	✓	✓	Carpet
Bedroom	HCF23	200	✓	n/a	✓	n/a	✓	Carpet

Bathroom in bedroom		200	n/a	n/a	n/a	n/a	n/a	Seamless Coating eg Sempol
Bedroom	HCF24	200	✓	n/a	✓	n/a	✓	Carpet
Bathroom in bedroom		200	n/a	n/a	n/a	n/a	n/a	Seamless Coating eg Sempol
Bedroom	HCF25	200	✓	n/a	✓	n/a	✓	Carpet
Bathroom in bedroom		200	n/a	n/a	n/a	n/a	n/a	Seamless Coating eg Sempol
Bedroom	HCF26	200	✓	n/a	✓	n/a	✓	Carpet
Bathroom in bedroom		200	n/a	n/a	n/a	n/a	n/a	Seamless Coating eg Sempol
Corridor	HCF27	150	n/a	✓	n/a	✓	✓	Carpet
Interview	HCF28	300	✓	✓	✓	n/a	✓	Carpet
Kitchen	HCF29	500	n/a	n/a	n/a	n/a	✓	Seamless Coating eg Sempol
Lounge	HCF30	200	✓	✓	✓	✓	✓	Carpet
Bedroom	HCF31	200	✓	n/a	✓	n/a	✓	Carpet
Bathroom in bedroom		200	n/a	n/a	n/a	n/a	n/a	Seamless Coating eg Sempol
Bedroom	HCF32	200	✓	n/a	✓	n/a	✓	Carpet
Bathroom in bedroom		200	n/a	n/a	n/a	n/a	n/a	Seamless Coating eg Sempol
Bedroom	HCF33	200	✓	n/a	✓	n/a	✓	Carpet
Bathroom in bedroom		200	n/a	n/a	n/a	n/a	n/a	Seamless Coating eg Sempol
Bedroom	HCF34	200	✓	n/a	✓	n/a	✓	Carpet
Bathroom in bedroom		200	n/a	n/a	n/a	n/a	n/a	Seamless Coating eg Sempol
Corridor	HCF35	150	n/a	✓	n/a	✓	✓	Carpet
Boots	HCF36	150	n/a	n/a	n/a	n/a	✓	Vinyl sheeting
Store	HCF37	150	n/a	n/a	n/a	n/a	✓	Vinyl sheeting
Store	HCF38	150	n/a	n/a	n/a	n/a	✓	Vinyl sheeting
Corridor	HCF39	150	n/a	✓	n/a	✓	✓	Carpet
Stairs	HCF40	150	n/a	n/a	n/a	n/a	✓	Carpet
Plant room	HCR1	Average 150	n/a	n/a	n/a	n/a	✓	Sealed conc.
Plant room	HCR2	Average 150	n/a	n/a	n/a	n/a	✓	Sealed conc.

Plant room	HCR3	Average 150	n/a	n/a	n/a	n/a	✓	Sealed conc.
Plant room	HCR4	Average 150	n/a	n/a	n/a	n/a	✓	Sealed conc.
Plant room	HCR5	Average 150	n/a	n/a	n/a	n/a	✓	Sealed conc.

Finishes and Services

Room name	Room	Lux Level	TV Point	Telephone Point	Data Point	Emergency	Elec Power Point (or spur where shown)	Floor Finish
Plant room	EBG001	200	n/a	✓	✓	n/a	✓	Sealed Concrete
Stairs	EBG1a	150	n/a	n/a	n/a	n/a	✓	Sealed Concrete
Store	EBG002	150	n/a	✓	✓	n/a	✓	Sealed Concrete
Store	EBG003	150	n/a	✓	✓	n/a	✓	Sealed Concrete
Store	EBG004	150	n/a	✓	✓	n/a	✓	Vinyl Sheet Flooring
Office	EBG005	300	n/a	✓	✓	n/a	✓	Vinyl Sheet Flooring
Office	EBG006	300	n/a	✓	✓	n/a	✓	Carpet
Hoist	EBG007	150	n/a	✓	✓	n/a	✓	n/a
Lock	EBG008	300	n/a	n/a	n/a	n/a	Spur	Vinyl Sheet Flooring
Store	EBG009	150	n/a	n/a	n/a	n/a	n/a	Vinyl Sheet Flooring
Chemical store	EBG010	150	n/a	n/a	n/a	n/a	✓	Vinyl Sheet Flooring
Male toilet	EBG011	150	n/a	n/a	n/a	n/a	✓	Seamless Coating eg Sempol
Shower	EBG011a	150	n/a	n/a	n/a	n/a	n/a	Seamless Coating eg Sempol
WC	EBG011b	150	n/a	n/a	n/a	n/a	n/a	Seamless Coating eg Sempol
Female store	EBG012	150	n/a	n/a	n/a	n/a	✓	Seamless Coating eg Sempol
Shower	EBG012a	150	n/a	n/a	n/a	n/a	n/a	Seamless Coating eg Sempol
WC	EBG012b	150	n/a	n/a	n/a	n/a	n/a	Seamless Coating eg Sempol
Store	EBG013	150	n/a	n/a	✓	n/a	✓	Vinyl Sheet Flooring
Foot bath	EBG014	150	n/a	n/a	n/a	n/a	n/a	Vinyl Sheet Flooring
Lobby	EBG015	200	n/a	n/a	n/a	✓	✓	Entrance mat
Stairs	EBG015a	150	n/a	n/a	n/a	n/a	✓	Vinyl Sheet Flooring
World faith room	EBG016	200	n/a	✓	n/a	✓	✓	Vinyl Sheet Flooring
Kitchen office	EBG017	300	n/a	✓	✓	n/a	✓	Seamless Coating eg Sempol
Kitchen	EBG018	500	n/a	✓	✓	n/a	✓	Seamless Coating eg Sempol
Dry goods	EBG18a	150	n/a	n/a	n/a	n/a	n/a	Seamless Coating eg Sempol
Chemical cupboard	EBG18b	300	n/a	n/a	n/a	n/a	n/a	Seamless Coating eg Sempol
Equipment store	EBG18c	150	n/a	✓	✓	n/a	n/a	Seamless Coating eg Sempol
Dining area	EBG019	300	✓	✓	n/a	✓	✓	Vinyl Sheet Flooring
Servery	EBG019a	300	n/a	✓	n/a	✓	✓	Terrazzo Floor tiling

Wash up	EBG019b	300	n/a	n/a	n/a	n/a	✓	Seamless Coating eg Sempol
Visits / dining	EBG020	200	✓	✓	n/a	✓	✓	Seamless Coating eg Sempol
Servery	EBG20a	300	n/a	✓	n/a	✓	✓	Terrazzo Floor tiling
Play area	EBG20b	150	n/a	n/a	n/a	✓	✓	Seamless Coating eg Sempol
Duct	EBG20c	n/a	n/a	n/a	n/a	n/a	n/a	Carpet
WC	EBG021	150	n/a	n/a	n/a	n/a	✓	n/a
Search	EBG022	300	n/a	n/a	n/a	n/a	n/a	Seamless Coating eg Sempol
Entrance Lobby	EBG023	200	n/a	✓	n/a	n/a	✓	Vinyl Sheet Flooring
WC	EBG024	150	n/a	n/a	n/a	n/a	Spur	Entrance mat
Duct	EBG024a	n/a	n/a	n/a	n/a	n/a	n/a	Seamless Coating eg Sempol
WC	EBG025	150	n/a	n/a	n/a	n/a	Spur	n/a
Female WC	EBG026	150	n/a	n/a	n/a	n/a	✓	Seamless Coating eg Sempol
Lobby	EBG026a	150	n/a	n/a	n/a	n/a	n/a	Vinyl Sheet Flooring
Male WC	EBG027	150	n/a	n/a	n/a	n/a	Spur	Vinyl Sheet Flooring
Store	EBG028	150	n/a	n/a	n/a	n/a	✓	Vinyl Sheet Flooring
Store	EBG029	200	n/a	n/a	n/a	n/a	n/a	Vinyl Sheet Flooring
Lock	EBG030	300	n/a	n/a	n/a	n/a	Spur	Carpet
Lobby	EBG030a	150	n/a	n/a	n/a	n/a	✓	Terrazzo Floor tiling
Post room	EBG031	300	n/a	✓	✓	n/a	✓	Terrazzo Floor tiling
Disabled WC	EBG032	150	n/a	n/a	n/a	n/a	Spur	Vinyl Sheet Flooring
Waiting room	EBG033	200	n/a	n/a	n/a	n/a	✓	Vinyl Sheet Flooring
Entrance Lobby	EBG034	200	✓	✓	✓	n/a	✓	Terrazzo Floor tiling
Lobby	EBG034a	200	n/a	n/a	n/a	n/a	✓	Terrazzo Floor tiling
Strip search	EBG034c	300	n/a	n/a	n/a	n/a	n/a	Entrance mat
Gate office	EBG035	300-400	n/a	✓	✓	n/a	✓	Terrazzo Floor tiling

Comms Room	EBG035a	300-400	n/a	✓	✓	n/a	✓	Carpet
WC	EBG036	150	n/a	n/a	n/a	n/a	Spur	Carpet
Lift	EBG037	150	n/a	✓	✓	n/a	✓	Vinyl Sheet Flooring
Stairs	EBG038	150	n/a	n/a	n/a	n/a	✓	n/a
Staff Briefing	EBG039	300	n/a	✓	✓	n/a	✓	Carpet
PABX	EBG040	200-300	n/a	TBC	TBC	n/a	✓	Terrazzo Floor tiling
Security	EBG041	300	n/a	✓	✓	n/a	✓	Vinyl Sheet Flooring
Lobby	EBG042	200	n/a	n/a	n/a	n/a	n/a	Carpet
Vehicle lock	EBG043	300	n/a	n/a	n/a	✓	✓	Entrance mat
Lobby	EBG044	150	n/a	n/a	n/a	✓	✓	Tarmac Road Surfacing
Admissions	EBG045	300	n/a	✓	✓	✓	✓	Entrance mat
Strip search	EBG045a	300	n/a	n/a	n/a	n/a	n/a	Carpet
Bathroom	EBG046	150	n/a	n/a	n/a	n/a	Spur	Carpet
Personal clothes st	EBG047	150	n/a	n/a	n/a	n/a	✓	Seamless Coating eg Sempol
Clothing Store	EBG047a	150	n/a	n/a	n/a	n/a	✓	Vinyl Sheet Flooring
Medical Linen	EBG047b	150	n/a	n/a	n/a	n/a	✓	Vinyl Sheet Flooring
Corridor	EBG047c	150	n/a	n/a	n/a	n/a	✓	Vinyl Sheet Flooring
Stairs	EBG048	150	n/a	n/a	n/a	n/a	✓	Vinyl Sheet Flooring
Medical Store	EBG049	150	n/a	✓	✓	n/a	✓	Vinyl Sheet Flooring
Cupboard	EBG050	150	n/a	n/a	n/a	✓	✓	Vinyl Sheet Flooring
Dirty Utilities	EBG051	150	n/a	n/a	n/a	n/a	✓	Vinyl Sheet Flooring
Medical Kitchen	EBG052	300min	n/a	✓	n/a	n/a	✓	Vinyl Sheet Flooring
Shower WC	EBG053	150	n/a	n/a	n/a	n/a	n/a	Vinyl Sheet Flooring
Nurses Office	EBG054	300	n/a	✓	✓	✓	✓	Carpet
Service Duct	EBG054a	n/a	n/a	n/a	n/a	n/a	n/a	Vinyl Sheet Flooring
Duct	EBG054b	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Medical Bedroom	EBG055	300	n/a	✓	✓	n/a	✓	Vinyl Sheet Flooring

Medical Bedroom	EBG056	300	n/a	✓	✓	n/a	✓	Seamless Coating eg Sempol
Medical Bedroom	EBG057	300	n/a	✓	✓	n/a	✓	Vinyl Sheet Flooring
Medical Bedroom	EBG058	300	n/a	✓	✓	n/a	✓	Seamless Coating eg Sempol
Cleaners Store	EBG059	200	n/a	n/a	n/a	n/a	✓	Vinyl Sheet Flooring
Consultant's Room	EBG060	300	n/a	✓	✓	n/a	✓	Seamless Coating eg Sempol
Waiting	EBG061	200	n/a	n/a	✓	n/a	✓	Vinyl Sheet Flooring
Waiting	EBG062	200	n/a	n/a	✓	n/a	✓	Seamless Coating eg Sempol
Examination Rm	EBG063	300	n/a	✓	✓	n/a	✓	Vinyl Sheet Flooring
Waiting	EBG064	200	n/a	n/a	✓	n/a	✓	Carpet
Consultant's Room	EBG065	300	n/a	✓	✓	n/a	✓	Vinyl Sheet Flooring
Corridor	EBG066	150	✓	✓	✓	✓	✓	Vinyl Sheet Flooring
Day room	EBG066a	200	✓	✓	✓	✓	✓	Vinyl Sheet Flooring
Duct	EBG070	150	n/a	n/a	n/a	n/a	n/a	Carpet
Plant room	EBF001	200	n/a	✓	TBC	n/a	✓	Carpet
Stairs	EBF001a	150	n/a	n/a	n/a	n/a	✓	Carpet
Store	EBF002	150	n/a	✓	✓	n/a	✓	Sealed Concrete
Hoist	EBF003	150	n/a	✓	✓	n/a	✓	Carpet
Store lobby	EBF004	150	n/a	✓	✓	n/a	✓	Vinyl Sheet Flooring
Stairs	EBF005	150	n/a	n/a	n/a	n/a	✓	n/a
Vending Store	EBF006	150	n/a	✓	✓	n/a	✓	Vinyl Sheet Flooring
Disposable store	EBF007	150	n/a	✓	✓	n/a	✓	Vinyl Sheet Flooring
Shop store	EBF008	150	n/a	✓	✓	n/a	✓	Vinyl Sheet Flooring
Personnel Office	EBF009	300	n/a	✓	✓	n/a	✓	Vinyl Sheet Flooring
Disabled WC	EBF010	150	n/a	n/a	n/a	Disb'd Alarm	Spur	Vinyl Sheet Flooring
Female WC	EBF011	150	n/a	n/a	n/a	n/a	✓	Carpet
WC lobby	EBF011a	150	n/a	n/a	n/a	n/a	✓	Vinyl Sheet Flooring
WC	EBF011b	150	n/a	n/a	n/a	n/a	n/a	Vinyl Sheet Flooring

WC	EBF011c	150	n/a	n/a	n/a	n/a	n/a	Vinyl Sheet Flooring
Male WC	EBF012	150	n/a	n/a	n/a	n/a	Spur	Vinyl Sheet Flooring
Lobby	EBF012a	150	n/a	n/a	n/a	n/a	n/a	Vinyl Sheet Flooring
WC	EBF012b	150	n/a	n/a	n/a	n/a	n/a	Vinyl Sheet Flooring
Duct	EBF012c	150	n/a	n/a	n/a	n/a	n/a	Vinyl Sheet Flooring
Secure records	EBF013	200	n/a	✓	✓	n/a	✓	Vinyl Sheet Flooring
Audit Office	EBF014	300	n/a	✓	✓	n/a	✓	n/a
Kitchen	EBF015	500	n/a	n/a	n/a	n/a	✓	Vinyl Sheet Flooring
Cashier's Office	EBF016	300	n/a	n/a	n/a	n/a	✓	Carpet
Front Office	EBF016a	300	n/a	✓	✓	n/a	✓	Vinyl Sheet Flooring
Store	EBF017	150	n/a	✓	✓	n/a	✓	Carpet
Administration Office	EBF018	300	n/a	✓	✓	n/a	✓	Carpet
Store	EBF019	150	n/a	n/a	n/a	n/a	✓	Vinyl Sheet Flooring
Lift	EBF020	150	n/a	✓	✓	n/a	✓	Carpet
Stairs	EBF021	150	n/a	n/a	n/a	n/a	✓	Vinyl Sheet Flooring
Waiting area	EBF022	300	✓	✓	✓	n/a	✓	Specialist
Conference room	EBF023	300	✓	✓	✓	n/a	✓	Carpet
Monitors suite	EBF024	300	n/a	✓	✓	n/a	✓	Carpet
Mgmt Team Office	EBF026	300	n/a	✓	✓	n/a	✓	Carpet
Corridor	EBF027a	300	n/a	n/a	n/a	n/a	✓	Carpet
Board room	EBF027b	300	✓	✓	✓	n/a	✓	Carpet
Manager's Office	EBF027c	300	n/a	✓	✓	n/a	✓	Carpet
Duct	EBF027d	n/a	n/a	n/a	n/a	n/a	✓	Carpet
Multi Discipline Office	EBF028	300	n/a	✓	✓	n/a	✓	Carpet
Committee room	EBF029	300	n/a	✓	✓	n/a	✓	n/a
Store	EBF029a	150	n/a	n/a	n/a	n/a	✓	Carpet

Corridor	EBF030	150	n/a	n/a	n/a	n/a	✓	Carpet
Corridor	EBF030a	150	n/a	n/a	n/a	n/a	✓	Vinyl Sheet Flooring
Stairs	EBF030b	150	n/a	n/a	n/a	n/a	✓	Carpet
Training room	EBF031	300	✓	✓	✓	n/a	✓	Carpet
Training Office	EBF032	300	n/a	✓	✓	n/a	✓	Vinyl Sheet Flooring
Training Office	EBF033	300	n/a	✓	✓	n/a	✓	Vinyl Sheet Flooring
Store	EBF033a	150	n/a	n/a	n/a	n/a	✓	Carpet
Lobby	EBF034	150	n/a	n/a	n/a	n/a	✓	Carpet
Waiting area	EBF034a	150	n/a	n/a	n/a	n/a	✓	Vinyl Sheet Flooring
Cleaners Store	EBF035	150	n/a	n/a	n/a	n/a	✓	Vinyl Sheet Flooring
Female Changing	EBF036	150	n/a	✓	n/a	n/a	✓	Vinyl Sheet Flooring
Lobby	EBF036a	150	n/a	n/a	n/a	n/a	n/a	Vinyl Sheet Flooring
WC's / Shower	EBF036b	150	n/a	n/a	n/a	n/a	n/a	Vinyl Sheet Flooring
Male Changing	EBF037	150	n/a	✓	n/a	n/a	✓	Vinyl Sheet Flooring
Lobby	EBF037a	150	n/a	n/a	n/a	n/a	n/a	Seamless Coating eg Sempol
WC's / Shower	EBF037b	150	n/a	n/a	n/a	n/a	n/a	Vinyl Sheet Flooring
Plant room	EBR001	Average 150	n/a	TBC	n/a	n/a	✓	Vinyl Sheet Flooring
Plant room	EBR002	Average 150	n/a	TBC	n/a	n/a	✓	Seamless Coating eg Sempol
Plant room	EBR003	Average 150	n/a	TBC	n/a	n/a	✓	Sealed Concrete
Plant room	EBR004	Average 150	n/a	TBC	n/a	n/a	✓	Sealed Concrete
Plant room	EBR005	Average 150	n/a	TBC	n/a	n/a	✓	Sealed Concrete

Room name	Room	Lux Level	TV	Telephone Point	Data point	Emergency	Elec Power point (or Spur where shown)	Floor Finish
Sports hall	LBG001	300	n/a	✓	n/a	✓	✓	PVC cushion
Staff office	LBG002	300	n/a	n/a	✓	✓	✓	Carpet
Staff wc	LBG002a	150	n/a	n/a	n/a	n/a	✓	Vinyl Sheet Flooring
Changing	LBG003	150	n/a	n/a	n/a	n/a	spur	Vinyl Sheet Flooring
Changing wc	LBG003a	150	n/a	n/a	n/a	n/a	n/a	Vinyl Sheet Flooring
Changing wc	LBG003b	150	n/a	n/a	n/a	n/a	n/a	Vinyl Sheet Flooring
Shower	LBG004	150	n/a	n/a	n/a	n/a	n/a	Seamless Coating eg Sempol
Duct	LBG004a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Changing	LBG005	150	n/a	n/a	n/a	n/a	n/a	Vinyl Sheet Flooring
Changing wc	LBG005a	150	n/a	n/a	n/a	n/a	n/a	Vinyl Sheet Flooring
Changing wc	LBG005b	150	n/a	n/a	n/a	n/a	n/a	Vinyl Sheet Flooring
Bathroom	LBG006	150	n/a	n/a	n/a	n/a	✓	Seamless Coating eg Sempol
WC	LBG006a	150	n/a	n/a	n/a	n/a	n/a	Seamless Coating eg Sempol
WC lobby	LBG007	150	n/a	n/a	n/a	n/a	n/a	Seamless Coating eg Sempol
Store	LBG008	300	n/a	n/a	n/a	n/a	✓	Vinyl Sheet Flooring
Disabled wc	LBG009	150	n/a	n/a	n/a	n/a	✓	Seamless Coating eg Sempol
Breakout room	LBG010	300	n/a	✓	✓	✓	✓	Vinyl Sheet Flooring
Art training room	LBG011	300	✓	✓	✓	✓	✓	Vinyl Sheet Flooring
Office	LBG012	300	n/a	✓	✓	n/a	✓	Vinyl Sheet Flooring
Store	LBG013	150	n/a	n/a	n/a	n/a	✓	Vinyl Sheet Flooring
Store	LBG014	150	n/a	n/a	n/a	n/a	✓	Vinyl Sheet Flooring
Office	LBG015	300	n/a	✓	✓	n/a	✓	Vinyl Sheet Flooring

Food Tech training	LBG016	500	✓	✓	✓	✓	✓	Vinyl Sheet Flooring
Workshop	LBG017	300	✓	✓	✓	✓	✓	Vinyl Sheet Flooring
Office	LBG018	300	n/a	✓	✓	n/a	✓	Vinyl Sheet Flooring
Store	LBG019	150	n/a	n/a	n/a	n/a	✓	Vinyl Sheet Flooring
Store	LBG020	150	n/a	n/a	n/a	✓	✓	Vinyl Sheet Flooring
Office	LBG021	300	n/a	✓	✓	n/a	✓	Vinyl Sheet Flooring
Workshop	LBG022	300	✓	✓	✓	✓	✓	Vinyl Sheet Flooring
Lobby	LBG023	200	n/a	n/a	n/a	n/a	✓	Entrance matting
Stair lobby	LBG023a	150	n/a	n/a	n/a	n/a	✓	Vinyl Sheet Flooring
Lift	LBG024	150	n/a	✓	✓	n/a	✓	n/a
Riser	LBG025	150	n/a	n/a	n/a	n/a	n/a	Vinyl Sheet Flooring
WC	LBG026	150	n/a	n/a	n/a	n/a	✓	Seamless Coating eg Sempol
Cleaners cupboard	LBG027	150	n/a	n/a	n/a	n/a	✓	Seamless Coating eg Sempol
Toilet lobby	LBG027a	150	n/a	n/a	n/a	n/a	n/a	Seamless Coating eg Sempol
Toilet	LBG028	150	n/a	n/a	n/a	n/a	✓	Seamless Coating eg Sempol
WC	LBG028a	150	n/a	n/a	n/a	n/a	n/a	Vinyl Sheet Flooring
WC	LBG028b	150	n/a	n/a	n/a	n/a	n/a	Vinyl Sheet Flooring
Store	LBG029	150	n/a	n/a	n/a	n/a	✓	Carpet
Office	LBG030	300	n/a	✓	✓	✓	✓	Vinyl Sheet Flooring
Library	LBG031	300	n/a	✓	✓	✓	✓	Vinyl Sheet Flooring
Store	LBG032	150	n/a	n/a	n/a	n/a	n/a	Carpet
Hobbies Room	LBG033	300	✓	✓	n/a	✓	✓	Entrance matting
Drama Studio	LBG034	300-500	✓	✓	✓	✓	✓	Vinyl Sheet Flooring
Lobby	LBG036	200	n/a	n/a	n/a	n/a	✓	Carpet
Stair lobby	LBG036a	150	n/a	n/a	n/a	n/a	✓	Vinyl Sheet Flooring
Aerobic Studio	LBG037	300	✓	✓	✓	✓	✓	Vinyl Sheet Flooring
Store	LBG037a	150	n/a	n/a	n/a	n/a	n/a	n/a

Store	LBG038	150	n/a	n/a	n/a	n/a	✓	Vinyl Sheet Flooring
Riser	LBG039	150	n/a	n/a	n/a	n/a	n/a	Vinyl Sheet Flooring
Corridor	LBG040	150	n/a	n/a	n/a	✓	✓	Vinyl Sheet Flooring
Lobby	LBG040a	150	n/a	✓	n/a	✓	✓	Entrance matting
Corridor	LBG041	150	n/a	n/a	n/a	✓	✓	Vinyl Sheet Flooring
Corridor	LBG042	150	n/a	n/a	n/a	✓	✓	Carpet
Staff room	LBF001	200	✓	✓	✓	✓	✓	n/a
Duct	LBF001a	150	n/a	n/a	n/a	n/a	n/a	Vinyl Sheet Flooring
Staff toilet	LBF002	150	n/a	n/a	n/a	n/a	n/a	Vinyl Sheet Flooring
WC	LBF002a	150	n/a	n/a	n/a	n/a	✓	Vinyl Sheet Flooring
Dentist	LBF003	300	n/a	✓	✓	✓	✓	Vinyl Sheet Flooring
Dentist store	LFB003a	150	n/a	✓	✓	✓	✓	Carpet
Classroom	LBF004	300	✓	✓	✓	✓	✓	Vinyl Sheet Flooring
Store	LBF005	150	n/a	n/a	n/a	✓	n/a	Vinyl Sheet Flooring
Store	LBF006	150	n/a	n/a	n/a	✓	n/a	n/a
Duct	LBF006a	n/a	n/a	n/a	n/a	n/a	n/a	Seamless Coating eg Sempol
WC	LBF007	150	n/a	n/a	n/a	✓	✓	Carpet
Classroom	LBF008	300	✓	✓	✓	✓	✓	Vinyl Sheet Flooring
Classroom	LBF010	300	✓	✓	✓	✓	✓	Carpet
WC	LBF011	150	n/a	n/a	n/a	n/a	✓	Seamless Coating eg Sempol
Store	LBF012	150	n/a	n/a	n/a	n/a	✓	Vinyl Sheet Flooring
Duct	LFB012a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Breakout room	LBF013	300	n/a	n/a	n/a	✓	✓	Vinyl Sheet Flooring
Classroom	LBF014	300	✓	✓	✓	✓	✓	Carpet
Store	LBF015	150	n/a	n/a	n/a	n/a	✓	Vinyl Sheet Flooring
Store	LBF016	150	n/a	n/a	n/a	n/a	✓	Vinyl Sheet Flooring
Classroom	LBF017	300	✓	✓	✓	✓	✓	Carpet

Interview room	LBF018	300	n/a	n/a	n/a	✓	✓	Carpet
Duct	LBF018a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Chapel	LBF019	150	n/a	n/a	✓	✓	✓	Vinyl Sheet Flooring
Chaplain	LBF022	300	n/a	✓	✓	n/a	✓	Carpet
Chaplain wc	LBF023	150	n/a	n/a	n/a	n/a	✓	Vinyl Sheet Flooring
Stair lobby	LBF024	150	n/a	n/a	n/a	n/a	✓	Vinyl Sheet Flooring
Store	LBF025	150	n/a	n/a	n/a	n/a	n/a	Vinyl Sheet Flooring
Lift	LBF026	150	n/a	✓	n/a	n/a	✓	Specialist
Classroom	LBF027	300	✓	✓	✓	✓	✓	Carpet
Store	LBF028	150	n/a	✓	✓	n/a	✓	Vinyl Sheet Flooring
Store	LBF029	150	n/a	n/a	n/a	n/a	✓	Vinyl Sheet Flooring
Store	LBF030	150	n/a	n/a	n/a	n/a	✓	Vinyl Sheet Flooring
Stairs	LBF031	150	n/a	n/a	n/a	n/a	n/a	Vinyl Sheet Flooring
Classroom	LBF034	300	✓	✓	✓	✓	✓	Carpet
Store	LBF036	150	n/a	n/a	n/a	n/a	✓	Vinyl Sheet Flooring
Store	LBF037	150	n/a	n/a	n/a	n/a	✓	Vinyl Sheet Flooring
Therapy	LBF038	300	✓	✓	✓	✓	✓	Carpet
Stairs	LBF039	150	n/a	n/a	n/a	n/a	✓	Vinyl Sheet Flooring
Stairs	LBF039a	150	n/a	n/a	n/a	n/a	✓	Vinyl Sheet Flooring
Ed. Psychologist	LBF040	300	n/a	✓	✓	✓	✓	Carpet
Manager	LBF041	300	n/a	✓	✓	✓	✓	Carpet
Administration	LBF042	300	n/a	✓	✓	✓	✓	Carpet
Riser	LBF043	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Store	LBF044	150	n/a	n/a	n/a	n/a	✓	Vinyl Sheet Flooring

Corridor	LBF045	150	n/a	n/a	n/a	✓	✓	Carpet
Corridor	LBF046	150	n/a	n/a	n/a	✓	✓	Carpet
Corridor	LBF046a	150	n/a	n/a	n/a	✓	✓	Carpet
Duct	LBF047	150	n/a	n/a	n/a	n/a	n/a	n/a
Plant room	LBR001	Average 150	n/a	TBC	TBC	n/a	✓	Sealed concrete
Plant room	LBR002	Average 150	n/a	TBC	TBC	n/a	✓	Sealed concrete
Plant room	LBR003	Average 150	n/a	TBC	TBC	n/a	✓	Sealed concrete

SCHEDULE B

FIXTURES, FITTINGS AND EQUIPMENT

STC MILTON KEYNES

Schedule B

Fixtures, Fittings & Equipment

As at 23rd April 2003

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SCHEDULE B

FIXTURES, FITTINGS AND EQUIPMENT

It is acknowledged, by both the Authority and the Contractor, that the equipment specified in this schedule is intended to comprise a comprehensive list of fixtures, fittings, chattels and other equipment, required at the centre. It is further acknowledged that certain of such items may not be required and / or further items may be required to be added.

The items listed shall be substantially the same as those listed in this Schedule unless the Authority and the Contractor otherwise agree additions or deletions, which additions and deletions shall only be made as shall be reasonably necessary in order for the contractor to perform the Services.

All fixtures, fittings and chattels, shall be selected for their non-combustibility, and in Trainee access areas, for their resistance to abuse.

The Contractor shall provide the items listed in this Schedule in addition to the following:

- All fixtures, fittings and equipment necessary for the storage, preparation and serving of food and drinks in accordance with Schedule D, including cutlery and crockery, as well as clearing, cleaning and waste disposal in connection with catering services suitable for all Trainees, and where appropriate staff and visitors.

- Materials and equipment for specialist classrooms, which are catering, art, resistant materials, mechanical and hobbies rooms.

- Clothing and footwear for 80 Trainees, suitable for use throughout all seasons, indoors, and outdoors and for all Trainee functions and activities to include, but not be limited to, general daytime clothing, sports outfits, activity protective clothing and nightwear.

- Bed linen, towels, washing materials, educational materials and equipment suitable for 80 Trainees.

- Fire safety equipment as required by the Fire Officer and the Fire Risk Assessments as specified in the Fire Precautions Workplace Regulations 1999.

- All tools necessary for the maintenance and operation of the Secure Training Centre, including tools / equipment for dealing with emergencies, and not less than one first aid kit per house unit.

- Two Ford Galaxies or equivalent vehicles, each for transporting up to seven persons at a time.

The Contractor shall submit details of the fixtures, fittings, chattels, cleaning materials, maintenance materials, tools and other equipment to the Authority for its approval (not to be unreasonably withheld) four months prior to the Scheduled Opening Date.

Quantity	*Asset Description:*	*Status:*

Entry Building
First Floor

EB F 001 Plant Room — ***No. of Room Type =*** **14**

0	Assets as per Schedule 'A'	N/a

EB F 001A Stairwell — ***No. of Room Type =*** **21**

0	No Fixtures, Fittings or Equipment Required	N/a

EB F 001B Landing — ***No. of Room Type =*** **7**

0	No Fixtures, Fittings or Equipment Required	N/a

EB F 002 Store, Main, 1st Floor EB — ***No. of Room Type =*** **1**

73	Shelving, Single Entry Bay, 6 Shelves, H2100 x W900 x D450	Fixed

EB F 003 Hoist — ***No. of Room Type =*** **2**

0	Assets as per Schedule 'A'	N/a

EB F 004 Store, Lobby — ***No. of Room Type =*** **1**

0	No Fixtures, Fittings or Equipment Required	N/a

EB F 005 Stairwell — ***No. of Room Type =*** **21**

0	No Fixtures, Fittings or Equipment Required	N/a

EB F 007 Store, Disposable — ***No. of Room Type =*** **1**

1	Racking (910x610)	Fixed
6	Racking, Dry Store (1220x610)	Fixed

EB F 008 Store, Shop — ***No. of Room Type =*** **1**

10	Shelving, Single Entry Bay, 6 Shelves, H2100 x W900 x D450	Fixed

EB F 009 Office, Personnel (for 2 persons) — ***No. of Room Type =*** **1**

2	PC desktop - office spec	Loose
1	printer - HP laserjet 2200DN 1-2	Loose
1	carpets - office	Fixed
1	fax machine - canon L280 p/p	Free-Standing
1	photocopier - high volume	Free-Standing
1	shredder - heavy duty	Free-Standing
1	white board - wall mounted	Fixed
2	chair - medium back, no arms (admin)	Free-Standing
1	Clock, Wall	Fixed
2	desk - radial workstation	Free-Standing
1	hat & coat stand	Free-Standing
2	pedestal - 2 dwr 600deep	Free-Standing
2	pedestal - 3 dwr 800deep	Free-Standing
4	side filer - 3 dwr	Free-Standing
1	waste paper bin	Loose
2	stationery - desk pack	Loose
2	telephone - handset	Loose

EB F 010 Toilet, Disabled, 1 toilet, 1 basin — ***No. of Room Type =*** **4**

1	toilet brush, plastic	Loose
1	hand dryer - wall mounted	Fixed
1	mirror - wall mounted (non-remove fix)	Fixed

Quantity	Asset Description:	Status:
1	soap dispenser - wall mounted	Fixed
1	toilet - vitreous china	Fixed
1	toilet roll holder - lockable	Fixed
1	washbasin - vitreous china	Fixed
EB F 011	Toilet, Female, 2 basins	*No. of Room Type* = **1**
1	hand dryer - wall mounted	Fixed
2	mirror - wall mounted (non-remove fix)	Fixed
1	soap dispenser - wall mounted	Fixed
2	washbasin - vitreous china	Fixed
EB F 011A	Toilet, Vestible	*No. of Room Type* = **5**
0	No Fixtures, Fittings or Equipment Required	N/a
EB F 011B	Toilet Cubicle Female	*No. of Room Type* = **2**
1	toilet brush, plastic	Loose
1	feminine hygiene bin	Loose
1	toilet - vitreous china	Fixed
1	toilet roll holder - lockable	Fixed
EB F 011C	Toilet Cubicle Female	*No. of Room Type* = **2**
1	toilet brush, plastic	Loose
1	feminine hygiene bin	Loose
1	toilet - vitreous china	Fixed
1	toilet roll holder - lockable	Fixed
EB F 012	Toilet, Male, 1 urinal, 2 basins	*No. of Room Type* = **1**
1	hand dryer - wall mounted	Fixed
2	mirror - wall mounted (non-remove fix)	Fixed
1	soap dispenser - wall mounted	Fixed
1	urinal - vitreous china	Fixed
2	washbasin - vitreous china	Fixed
EB F 012A	Toilet, Vestible	*No. of Room Type* = **5**
0	No Fixtures, Fittings or Equipment Required	N/a
EB F 012B	Toilet Cubicle Male	*No. of Room Type* = **1**
1	toilet brush, plastic	Loose
1	toilet - vitreous china	Fixed
1	toilet roll holder - lockable	Fixed
EB F 012C	Services Riser	*No. of Room Type* = **13**
0	Assets as per Schedule 'A'	N/a
EB F 013	Store, Secure Records	*No. of Room Type* = **1**
22	Shelving, Single Entry Bay, 7 Shelves, H1905 x W900 x D400	Fixed
EB F 014	Office, Audit	*No. of Room Type* = **1**
1	vertical blinds	Fixed
1	PC desktop - office spec	Loose
1	printer - HP laserjet 2200DN 1-2	Loose
1	carpets - office	Fixed
1	white board - wall mounted	Fixed
1	chair - medium back, no arms (admin)	Free-Standing
1	Clock, Wall	Fixed
1	desk - radial workstation	Free-Standing
1	pedestal - 2 dwr 600deep	Free-Standing

Quantity	Asset Description:	Status:
1	pedestal - 3 dwr 800deep	Free-Standing
1	side filer - 3 dwr	Free-Standing
1	waste paper bin	Loose
1	dry-wipe board markers (box of 10)	Loose
1	notice board	Fixed
1	stationery - desk pack	Loose
1	telephone - handset	Loose
EB F 015	Tea Point	***No. of Room Type =*** **1**
1	Counter c/w Sink/Taps/Cupboard/Drawer	Fixed
1	De-Ioniser	Fixed
1	Refrigerator	Fixed
1	Water Boiler	Fixed
1	Suitable Cutlery & Crockery Items	Locked in Storage
EB F 016	Office, Cashier (for 2 persons)	***No. of Room Type =*** **1**
1	vertical blinds	Fixed
2	PC desktop - office spec	Loose
1	printer - HP laserjet 2200DN 1-2	Loose
1	Safe, Cash & Valuable Property, Large	Free-Standing
1	carpets - office	Fixed
1	white board - wall mounted	Fixed
2	chair - medium back, no arms (admin)	Free-Standing
1	Clock, Wall	Fixed
2	cupboard - high Tambour	Free-Standing
2	desk - radial workstation	Free-Standing
2	pedestal - 2 dwr 600deep	Free-Standing
2	pedestal - 3 dwr 800deep	Free-Standing
2	side filer - 3 dwr	Free-Standing
2	waste paper bin	Loose
2	stationery - desk pack	Loose
2	telephone - handset	Loose
EB F 016A	Reception Area, Cashiers Office	***No. of Room Type =*** **1**
1	carpets - office	Fixed
1	Counter, Bespoke	Fixed
EB F 017	Store, Administration, EB	***No. of Room Type =*** **1**
3	Shelving, Single Entry Bay, 6 Shelves, H2100 x W900 x D400	Fixed
EB F 018	Office, Administration, EB (for 6 persons)	***No. of Room Type =*** **1**
1	vertical blinds	Fixed
6	PC desktop - office spec	Loose
1	printer - HP laserjet 4100DTN 4+	Loose
1	carpets - office	Fixed
1	fax machine - canon L280 p/p	Free-Standing
1	photocopier - high volume	Free-Standing
4	chair - no arms (visitors)	Free-Standing
6	chair - medium back, no arms (admin)	Free-Standing
1	Clock, Wall	Fixed
6	desk - radial workstation	Free-Standing
1	hat & coat stand	Free-Standing
6	pedestal - 2 dwr 600deep	Free-Standing
6	pedestal - 3 dwr 800deep	Free-Standing
4	side filer - 3 dwr	Free-Standing

Quantity	*Asset Description:*	*Status:*
6	waste paper bin	Loose
6	stationery - desk pack	Loose
6	telephone - handset	Loose
EB F 019	Store, Stationery	***No. of Room Type =*** **1**
6	Shelving, Single Entry Bay, 6 Shelves, H2100 x W900 x D400	Fixed
EB F 020	Lift	***No. of Room Type =*** **4**
0	Assets as per Schedule 'A'	N/a
EB F 021	Stairwell	***No. of Room Type =*** **21**
0	No Fixtures, Fittings or Equipment Required	N/a
EB F 022	Reception & Waiting Area	***No. of Room Type =*** **1**
1	PC desktop - office spec	Loose
1	printer - HP laserjet 2200DN 1-2	Loose
1	carpets - office	Fixed
1	fax machine - canon L280 p/p	Free-Standing
6	chair - no arms (visitors)	Free-Standing
1	chair - medium back, no arms (admin)	Free-Standing
1	Clock, Wall	Fixed
1	desk - radial workstation	Free-Standing
1	pedestal - 2 dwr 600deep	Free-Standing
1	pedestal - 3 dwr 800deep	Free-Standing
1	side filer - 3 dwr	Free-Standing
1	table- low coffee	Free-Standing
2	waste paper bin	Loose
1	stationery - desk pack	Loose
1	telephone - handset	Loose
EB F 023	Conference Room	***No. of Room Type =*** **1**
2	vertical blinds	Fixed
1	carpets - office	Fixed
1	overhead projector	Free-Standing
1	trolley - overhead projector	Free-Standing
1	white board - wall mounted	Fixed
2	bookcase	Free-Standing
10	chair - no arms (conference)	Free-Standing
1	Clock, Wall	Fixed
1	hat & coat stand	Free-Standing
1	table - round meeting	Free-Standing
1	waste paper bin	Loose
1	telephone - handset	Loose
1	trolley - TV & VCR lockable	Free-Standing
1	TV - colour 25"	Loose
EB F 024	Office, Monitors Suite (for 3 persons)	***No. of Room Type =*** **1**
1	vertical blinds	Fixed
2	PC desktop - office spec	Loose
1	printer - HP laserjet 2200DN 1-2	Loose
1	carpets - office	Fixed
1	fax machine - canon L280 p/p	Free-Standing
3	chair - no arms (visitors)	Free-Standing
3	chair - high back, hoop arms (Mgr)	Free-Standing
1	Clock, Wall	Fixed

Quantity	Asset Description:	Status:
3	desk - radial workstation	Free-Standing
3	pedestal - 2 dwr 600deep	Free-Standing
3	pedestal - 3 dwr 800deep	Free-Standing
6	side filer - 3 dwr	Free-Standing
3	waste paper bin	Loose
3	stationery - desk pack	Loose
3	telephone - handset	Loose
EB F 026	Office, Management Team (for 4 persons)	***No. of Room Type =*** **1**
1	vertical blinds	Fixed
3	PC desktop - office spec	Loose
1	PC laptop - entry level	Loose
1	printer - HP laserjet 2200DN 1-2	Loose
1	carpets - office	Fixed
1	fax machine - canon L280 p/p	Free-Standing
1	photocopier - high volume	Free-Standing
1	shredder - heavy duty	Free-Standing
3	white board - wall mounted	Fixed
3	chair - no arms (visitors)	Free-Standing
4	chair - medium back, no arms (admin)	Free-Standing
1	Clock, Wall	Fixed
4	desk - radial workstation	Free-Standing
4	pedestal - 2 dwr 600deep	Free-Standing
4	pedestal - 3 dwr 800deep	Free-Standing
4	side filer - 3 dwr	Free-Standing
4	waste paper bin	Loose
4	stationery - desk pack	Loose
4	telephone - handset	Loose
EB F 027A	Corridor, EB	***No. of Room Type =*** **6**
1	Fire Safety Equipment as required by the Fire Risk Assessment	N/a
1	Clock, Wall	Fixed
1	notice board	Fixed
EB F 027B	Boardroom	***No. of Room Type =*** **1**
2	vertical blinds	Fixed
1	PC desktop - office spec	Loose
1	carpets - office	Fixed
1	overhead projector	Free-Standing
1	trolley - overhead projector	Free-Standing
4	white board - wall mounted	Fixed
10	chair - no arms (visitors)	Free-Standing
1	Clock, Wall	Fixed
2	side filer - 3 dwr	Free-Standing
2	Storage Unit, Lockable	Free-Standing
1	table - large meeting	Free-Standing
6	telephone - handset	Loose
1	trolley - TV & VCR lockable	Free-Standing
1	TV - colour 25"	Loose
1	video recorder	Loose
EB F 027C	Office, Director	***No. of Room Type =*** **1**
1	vertical blinds	Fixed
1	PC laptop - entry level	Loose

Quantity	*Asset Description:*	*Status:*
1	carpets - office	Fixed
1	fax machine - canon L280 p/p	Free-Standing
1	white board - wall mounted	Fixed
4	chair - no arms (visitors)	Free-Standing
1	chair - high back, hoop arms (Mgr)	Free-Standing
1	Clock, Wall	Fixed
1	desk - radial workstation	Free-Standing
2	pedestal - 3 dwr 800deep	Free-Standing
4	side filer - 3 dwr	Free-Standing
1	table - round meeting	Free-Standing
1	waste paper bin	Loose
1	stationery - desk pack	Loose
2	telephone - handset	Loose
EB F 027D	Store, Manager's Office	***No. of Room Type =*** **1**
1	Shelving, Single Entry Bay, 6 Shelves, H2100 x W900 x D400	Fixed
EB F 028	Office, Multi-Discipline (for 6 persons)	***No. of Room Type =*** **1**
1	vertical blinds	Fixed
6	PC desktop - office spec	Loose
1	printer - HP laserjet 4100DTN 4+	Loose
1	carpets - office	Fixed
1	fax machine - canon L280 p/p	Free-Standing
1	photocopier - high volume	Free-Standing
2	white board - wall mounted	Fixed
6	chair - medium back, no arms (admin)	Free-Standing
1	Clock, Wall	Fixed
6	desk - radial workstation	Free-Standing
1	hat & coat stand	Free-Standing
6	pedestal - 2 dwr 600deep	Free-Standing
6	pedestal - 3 dwr 800deep	Free-Standing
8	side filer - 3 dwr	Free-Standing
6	waste paper bin	Loose
6	stationery - desk pack	Loose
6	telephone - handset	Loose
EB F 029	Committee Room	***No. of Room Type =*** **1**
2	vertical blinds	Fixed
1	carpets - office	Fixed
1	white board - wall mounted	Fixed
1	bookcase	Free-Standing
6	chair - no arms (conference)	Free-Standing
1	Clock, Wall	Fixed
1	cupboard - high Tambour	Free-Standing
1	hat & coat stand	Free-Standing
1	table - round meeting	Free-Standing
1	waste paper bin	Loose
1	telephone - handset	Loose
EB F 029A	Store, Chapel	***No. of Room Type =*** **1**
5	Shelving, Single Entry Bay, 6 Shelves, H2100 x W900 x D400	Fixed
EB F 030	Corridor, EB	***No. of Room Type =*** **6**
1	Fire Safety Equipment as required by the Fire Risk Assessment	N/a
1	Clock, Wall	Fixed

Quantity	Asset Description:	Status:
EB F 030A	Corridor, EB	*No. of Room Type* = **6**
1	Fire Safety Equipment as required by the Fire Risk Assessment	N/a
1	Clock, Wall	Fixed
EB F 030B	Stairwell	*No. of Room Type* = **21**
0	No Fixtures, Fittings or Equipment Required	N/a
EB F 030C	Corridor, EB	*No. of Room Type* = **6**
1	Fire Safety Equipment as required by the Fire Risk Assessment	N/a
1	Clock, Wall	Fixed
EB F 031	Training Room 1, Staff	*No. of Room Type* = **1**
10	lightweight gym mats - fire-retardant	Locked in Storage
1	white board - wall mounted	Fixed
1	Clock, Wall	Fixed
1	notice board	Fixed
EB F 031A	Stairwell	*No. of Room Type* = **21**
0	No Fixtures, Fittings or Equipment Required	N/a
EB F 032	Office, Training	*No. of Room Type* = **1**
2	PC desktop - office spec	Loose
1	printer - HP laserjet 2200DN 1-2	Loose
1	carpets - office	Fixed
1	fax machine - canon L280 p/p	Free-Standing
1	photocopier - high volume	Free-Standing
1	shredder - heavy duty	Free-Standing
1	white board - wall mounted	Fixed
2	chair - medium back, no arms (admin)	Free-Standing
1	Clock, Wall	Fixed
2	desk - radial workstation	Free-Standing
1	hat & coat stand	Free-Standing
2	pedestal - 2 dwr 600deep	Free-Standing
2	pedestal - 3 dwr 800deep	Free-Standing
2	side filer - 3 dwr	Free-Standing
1	waste paper bin	Loose
2	stationery - desk pack	Loose
2	telephone - handset	Loose
EB F 033	Training Room 2, Staff	*No. of Room Type* = **1**
1	data projector	Loose
15	chair - stacking polyprop	Free-Standing
15	desk - single	Free-Standing
1	overhead projector	Free-Standing
1	trolley - overhead projector	Free-Standing
1	white board - wall mounted	Fixed
1	Clock, Wall	Fixed
1	notice board	Fixed
EB F 033A	Store, Training Room	*No. of Room Type* = **1**
1	Shelving, Single Entry Bay, 6 Shelves, H2100 x W900 x D400	Fixed
EB F 034	Lobby	*No. of Room Type* = **9**
0	No Fixtures, Fittings or Equipment Required	N/a
EB F 034A	Lobby	*No. of Room Type* = **9**

Quantity	Asset Description:	Status:
0	No Fixtures, Fittings or Equipment Required	N/a
EB F 035	Store, Cleaners, EB	***No. of Room Type =*** **2**
0	No Fixtures, Fittings or Equipment Required	N/a
EB F 036	Changing Room for Staff, Female (100 staff)	***No. of Room Type =*** **1**
42	Lockers, 2 Compartments c/w Seating	Fixed
EB F 036A	Shower Room, Vestible	***No. of Room Type =*** **2**
0	No Fixtures, Fittings or Equipment Required	N/a
EB F 036B	Shower Room, 3 Showers, + 3 Toilets, + 3 Basins	***No. of Room Type =*** **1**
3	toilet brush, plastic	Loose
2	hand dryer - wall mounted	Fixed
3	mirror - wall mounted (non-remove fix)	Fixed
3	shower unit	Fixed
2	soap dispenser - wall mounted	Fixed
3	toilet - vitreous china	Fixed
3	toilet roll holder - lockable	Fixed
3	washbasin - vitreous china	Fixed
EB F 037	Changing Room for Staff, Male (100 staff)	***No. of Room Type =*** **1**
42	Lockers, 2 Compartments c/w Seating	Fixed
EB F 037A	Shower Room, Vestible	***No. of Room Type =*** **2**
0	No Fixtures, Fittings or Equipment Required	N/a
EB F 037B	Shower Room, 3 Showers, + 1 Toilet, + 2 Urinals, + 3 Basins	***No. of Room Type =*** **1**
1	toilet brush, plastic	Loose
2	hand dryer - wall mounted	Fixed
3	mirror - wall mounted (non-remove fix)	Fixed
3	shower unit	Fixed
2	soap dispenser - wall mounted	Fixed
1	toilet - vitreous china	Fixed
1	toilet roll holder - lockable	Fixed
2	urinal - vitreous china	Fixed
3	washbasin - vitreous china	Fixed
EB F 038	Staff Room	***No. of Room Type =*** **1**
1	vertical blinds	Fixed
1	chilled water dispenser	Fixed
1	kettle jug - electric	Locked in Storage
1	Suitable Cutlery & Crockery Items	Locked in Storage
1	carpets - office	Fixed
8	chair - easy	Free-Standing
1	Clock, Wall	Fixed
1	hat & coat stand	Free-Standing
2	table- low coffee	Free-Standing
2	notice board	Fixed
1	telephone - handset	Loose

Ground Floor

EB G 001	Plant Room	***No. of Room Type =*** **14**
0	Assets as per Schedule 'A'	N/a
EB G 001A	Stairwell	***No. of Room Type =*** **21**

Quantity	Asset Description:	Status:
0	No Fixtures, Fittings or Equipment Required	N/a
EB G 002	Store, FM	***No. of Room Type =*** **2**
10	Shelving, Single Entry Bay, 6 Shelves, H2100 x W900 x D450	Fixed
EB G 003	Store, FM	***No. of Room Type =*** **2**
13	Shelving, Single Entry Bay, 6 Shelves, H2100 x W900 x D450	Fixed
EB G 004	Store, Main, Grd Floor EB	***No. of Room Type =*** **1**
55	Shelving, Single Entry Bay, 6 Shelves, H2100 x W900 x D450	Fixed
EB G 006	Office, Main Stores	***No. of Room Type =*** **1**
1	vertical blinds	Fixed
1	PC desktop - office spec	Loose
1	printer - HP laserjet 2200DN 1-2	Loose
1	carpets - office	Fixed
1	fax machine - canon L280 p/p	Free-Standing
2	chair - medium back, no arms (admin)	Free-Standing
1	Clock, Wall	Fixed
1	desk - radial workstation	Free-Standing
1	pedestal - 2 dwr 600deep	Free-Standing
1	side filer - 3 dwr	Free-Standing
1	waste paper bin	Loose
1	stationery - desk pack	Loose
1	telephone - handset	Loose
EB G 007	Hoist	***No. of Room Type =*** **2**
0	Assets as per Schedule 'A'	N/a
EB G 007A	Lift Motor Room	***No. of Room Type =*** **1**
0	Assets as per Schedule 'A'	N/a
EB G 008	Lock	***No. of Room Type =*** **2**
0	No Fixtures, Fittings or Equipment Required	N/a
EB G 008A	Stairwell	***No. of Room Type =*** **21**
0	No Fixtures, Fittings or Equipment Required	N/a
EB G 009	Store, Cleaners, EB	***No. of Room Type =*** **2**
0	No Fixtures, Fittings or Equipment Required	N/a
EB G 010	Store, Chemical	***No. of Room Type =*** **2**
0	No Fixtures, Fittings or Equipment Required	N/a
EB G 011	Changing Room for Kitchen Staff, Male	***No. of Room Type =*** **1**
4	Lockers, 2 Compartments c/w Seating	Fixed
1	toilet brush, plastic	Loose
1	Clock, Wall	Fixed
1	hand dryer - wall mounted	Fixed
1	mirror - wall mounted (non-remove fix)	Fixed
1	shower unit	Fixed
1	soap dispenser - wall mounted	Fixed
1	toilet - vitreous china	Fixed
1	toilet roll holder - lockable	Fixed
1	washbasin - vitreous china	Fixed
EB G 011A	Shower Room, 1 Shower	***No. of Room Type =*** **3**

Quantity	Asset Description:	Status:
1	shower unit	Fixed
EB G011B	Toilet, 1 toilet, 1 basin	***No. of Room Type =*** **12**
1	toilet brush, plastic	Loose
1	hand dryer - wall mounted	Fixed
1	mirror - wall mounted (non-remove fix)	Fixed
1	toilet - vitreous china	Fixed
1	toilet roll holder - lockable	Fixed
1	washbasin - vitreous china	Fixed
EB G012	Changing Room for Kitchen Staff, Female	***No. of Room Type =*** **1**
4	Lockers, 2 Compartments c/w Seating	Fixed
1	toilet brush, plastic	Loose
1	Clock, Wall	Fixed
1	feminine hygiene bin	Loose
1	hand dryer - wall mounted	Fixed
1	mirror - wall mounted (non-remove fix)	Fixed
1	shower unit	Fixed
1	soap dispenser - wall mounted	Fixed
1	toilet - vitreous china	Fixed
1	toilet roll holder - lockable	Fixed
1	washbasin - vitreous china	Fixed
EB G012A	Toilet, 1 toilet, 1 basin	***No. of Room Type =*** **12**
1	Fixtures, Fittings & Equipment as per Room EBG011B	N/a
EB G012B	Shower Room, 1 Shower	***No. of Room Type =*** **3**
1	shower unit	Fixed
EB G013	Store, World Faith	***No. of Room Type =*** **2**
5	Shelving, Single Entry Bay, 6 Shelves, H2100 x W900 x D400	Fixed
EB G014	World Faith Amenities (Footbath)	***No. of Room Type =*** **1**
1	Foot Washing Facility	Fixed
EB 015	Lobby	***No. of Room Type =*** **9**
0	No Fixtures, Fittings or Equipment Required	N/a
EB G015A	Stairwell	***No. of Room Type =*** **21**
0	No Fixtures, Fittings or Equipment Required	N/a
EB G016	World Faith Room	***No. of Room Type =*** **1**
1	Suitable Religious Artefacts & Consumables	Locked in Storage
0	No Fixtures, Fittings or Equipment Required	N/a
EB G016A	Store, World Faith	***No. of Room Type =*** **2**
2	Shelving, Single Entry Bay, 6 Shelves, H2100 x W900 x D400	Fixed
EB G017	Office, Catering Manager	***No. of Room Type =*** **1**
1	PC desktop - office spec	Loose
1	printer - HP laserjet 2200DN 1-2	Loose
1	scanner (+software)	Loose
1	Console c/w Wall Bracket	Fixed
1	Multilogga Hand Rdr - Cold	Loose
1	Multilogga Hand Rdr - Hot	Loose
1	Multilogga Holster	Loose
1	Multilogga PC1-3 Handset	Loose

Quantity	Asset Description:	Status:
1	Probe, Spike c/w Lead	Loose
1	carpets - office	Fixed
1	chair - medium back, no arms (admin)	Free-Standing
1	Clock, Wall	Fixed
1	desk - radial workstation	Free-Standing
1	pedestal - 2 dwr 600deep	Free-Standing
1	pedestal - 3 dwr 800deep	Free-Standing
1	side filer - 3 dwr	Free-Standing
1	waste paper bin	Loose
1	stationery - desk pack	Loose
1	telephone - handset	Loose
EB G018	Kitchen, Main	*No. of Room Type =* **1**
1	Fire Safety Equipment as required by the Fire Risk Assessment	N/a
1	Chiller Room c/w Shelving	Fixed
1	Counter, Refrigerated	Fixed
1	Cover, Deep Fat Fryer	Fixed
1	Deep Fat Fryer	Fixed
1	Fly Killer	Fixed
1	Kettles, Twin Tilting	Fixed
1	Mixer	Fixed
1	Mixer, Floor 20Qt	Fixed
1	Oven, Open Top Range	Fixed
2	Oven, Steamer / Convection Combination, 20-Grid	Fixed
1	Probe, Air/Food	Loose
1	Racking (1216x577)	Fixed
1	Refrigerator	Fixed
2	Sink Unit	Fixed
10	Sink Unit	Fixed
1	Table c/w Shelf/Drawer	Fixed
1	Table c/w Shelf/Drawer	Fixed
1	Table, Shelf Under	Fixed
3	Table, Spreader	Fixed
1	Tabling, Entry c/w Sinks/Taps/Spray Arm	Fixed
1	Tabling, Exit c/w Runners	Fixed
1	Timer	Fixed
4	Transport Boxes	Loose
1	Trolley, Clearing for Wash up	Free-Standing
1	Trolley, GP	Free-Standing
1	Trolley, Hot Food	Free-Standing
1	Utensil Washer	Fixed
1	Wash Basin c/w Taps	Fixed
1	Waste Compactor	Fixed
1	Waste Disposal Unit	Fixed
1	Waste Management System	Fixed
1	Water Pressure Pump	Fixed
3	Water Softener	Fixed
2	Water Treatment Unit	Fixed
1	Suitable Cutlery & Crockery Items	Locked in Storage
2	Clock, Wall	Caged
EB G018A	Store, Dry Goods, Kitchen	*No. of Room Type =* **1**
1	Fly Killer	Fixed

Quantity	Asset Description:	Status:
1	Racking, Dry Store (1060x610)	Fixed
1	Racking, Dry Store (1220x610)	Fixed
1	Racking, Dry Store (1525x610)	Fixed
1	Racking, Dry Store, Mobile (1525x350)	Free-Standing
EB G018B	Store, Chemical	***No. of Room Type =*** **2**
1	Racking (900x500)	Fixed
EB G018C	Store, Equipment, Kitchen	***No. of Room Type =*** **1**
1	Racking, Dry Store (1525x610)	Fixed
EB G019	Dining Area	***No. of Room Type =*** **1**
8	table - 4 seat square bolted to floor	Fixed
1	Clock, Wall	Caged
1	Security Equipment as per Schedule 'A'	N/a
EB G019A	Servery	***No. of Room Type =*** **2**
1	Counter, Condiment/Cutlery	Fixed
1	Counter, Service	Fixed
1	Fly Killer	Fixed
1	Tray Stand	Fixed
1	Wash Basin c/w Taps	Fixed
EB G019B	Kitchen, wash-up	***No. of Room Type =*** **1**
1	Dishwasher	Fixed
1	Racking (950x577)	Fixed
1	Table, Dishwashing c/w Sinks/Spray Arm	Fixed
1	Tabling, Exit c/w Runners	Fixed
1	Waste Disposal Unit	Fixed
EB G020	Dining / Visits Area	***No. of Room Type =*** **1**
8	table - 4 seat square bolted to floor	Fixed
1	Clock, Wall	Caged
1	Security Equipment as per Schedule 'A'	N/a
EB G020A	Servery	***No. of Room Type =*** **2**
1	Counter, Condiment/Cutlery	Fixed
1	Counter, Service	Fixed
1	Fly Killer	Fixed
1	Tray Stand	Fixed
1	Wash Basin c/w Taps	Fixed
0	Assets as per Schedule 'A'	N/a
EB G020B	Play Area, Visits	***No. of Room Type =*** **1**
1	carpets - office	Fixed
EBG 020C	Services Riser	***No. of Room Type =*** **13**
0	Assets as per Schedule 'A'	N/a
EB G 021	Toilet, 1 toilet, 1 basin	***No. of Room Type =*** **12**
1	Fixtures, Fittings & Equipment as per Room EBG011B	N/a
EB G022	Strip Search Area, Entry Building	***No. of Room Type =*** **3**
0	No Fixtures, Fittings or Equipment Required	N/a
EB G023	Lobby, Trainee Entrance to Dining Area	***No. of Room Type =*** **1**
1	Fire Safety Equipment as required by the Fire Risk Assessment	N/a

Quantity	Asset Description:	Status:
1	Clock, Wall	Caged
EB G024	Toilet, 1 toilet, 1 basin	***No. of Room Type =*** **12**
1	Fixtures, Fittings & Equipment as per Room EBG011B	N/a
EB G024A	Services Riser	***No. of Room Type =*** **13**
0	Assets as per Schedule 'A'	N/a
EB G025	Toilet, 1 toilet, 1 basin	***No. of Room Type =*** **12**
1	Fixtures, Fittings & Equipment as per Room EBG011B	N/a
EB G026	Toilet, Disabled, Female, 1 toilet, 1 basin	***No. of Room Type =*** **1**
1	feminine hygiene bin	Loose
1	hand dryer - wall mounted	Fixed
1	mirror - wall mounted (non-remove fix)	Fixed
1	soap dispenser - wall mounted	Fixed
1	toilet - vitreous china	Fixed
1	toilet roll holder - lockable	Fixed
1	washbasin - vitreous china	Fixed
EB G026A	Toilet, Vestible	***No. of Room Type =*** **5**
0	No Fixtures, Fittings or Equipment Required	N/a
EB G027	Toilet, Disabled, Male, 1 toilet, 1 basin	***No. of Room Type =*** **1**
1	hand dryer - wall mounted	Fixed
1	mirror - wall mounted (non-remove fix)	Fixed
1	soap dispenser - wall mounted	Fixed
1	toilet - vitreous china	Fixed
1	toilet roll holder - lockable	Fixed
1	washbasin - vitreous china	Fixed
EB G028	Store, Cleaners (Visits)	***No. of Room Type =*** **1**
0	No Fixtures, Fittings or Equipment Required	N/a
EB G029	Store, Toy	***No. of Room Type =*** **1**
1	Shelving, Single Entry Bay, 6 Shelves, H2100 x W900 x D400	Fixed
1	bulk toys	Locked in Storage
EB G030	Lock	***No. of Room Type =*** **2**
0	No Fixtures, Fittings or Equipment Required	N/a
EB G030A	Lobby	***No. of Room Type =*** **9**
0	No Fixtures, Fittings or Equipment Required	N/a
EBG 031	Post Room	***No. of Room Type =*** **1**
1	Benching & Sort Units for 88 Compartments	Fixed
1	franking machine	Free-Standing
1	scales - 2kg (franking machine)	Free-Standing
1	shredder - heavy duty	Free-Standing
1	white board - wall mounted	Fixed
1	chair - no arms (visitors)	Free-Standing
1	Clock, Wall	Fixed
2	mail sack holders	Free-Standing
15	mail sacks	Loose
1	table - large rectangular	Free-Standing
1	stationery - desk pack	Loose
1	telephone - handset	Loose

Quantity	*Asset Description:*	*Status:*
EB G032	Toilet, Disabled, 1 toilet, 1 basin	***No. of Room Type =*** **4**
1	toilet brush, plastic	Loose
1	feminine hygiene bin	Loose
1	hand dryer - wall mounted	Fixed
1	mirror - wall mounted (non-remove fix)	Fixed
1	soap dispenser - wall mounted	Fixed
1	toilet - vitreous china	Fixed
1	toilet roll holder - lockable	Fixed
1	washbasin - vitreous china	Fixed
EB G033	Waiting Room, Visitior incl. Lockers and Vending	***No. of Room Type =*** **1**
1	vertical blinds	Fixed
1	chilled water dispenser	Fixed
4	chair - waiting area	Fixed
1	table- low coffee	Free-Standing
10	notice board	Fixed
1	fixed security camera	Fixed
1	vending machine - drinks (leased)	Fixed
1	vending machine - snacks (leased)	Fixed
EB G034	Lobby, Entrance c/w X-Ray & Metal Detector	***No. of Room Type =*** **1**
1	vertical blinds	Fixed
1	Fire Safety Equipment as required by the Fire Risk Assessment	N/a
4	chair - waiting area	Fixed
1	Clock, Wall	Caged
2	table- low coffee	Free-Standing
EB G034A	Lobby	***No. of Room Type =*** **9**
0	No Fixtures, Fittings or Equipment Required	N/a
EB G034C	Strip Search Area, Entry Building	***No. of Room Type =*** **3**
1	chair - no arms (visitors)	Free-Standing
1	chair - medium back, no arms (admin)	Free-Standing
2	Counter, Bespoke	Fixed
1	notice board	Fixed
1	stationery - desk pack	Loose
3	metal detectors - hand held HD6	Loose
1	Security Equipment as per Schedule 'A'	N/a
EB G035	Office, Gate	***No. of Room Type =*** **1**
1	vertical blinds	Fixed
1	PC desktop - office spec	Loose
1	printer - HP laserjet 2200DN 1-2	Loose
1	carpets - office	Fixed
1	white board - wall mounted	Fixed
2	chair - medium back, no arms (admin)	Free-Standing
1	Clock, Wall	Fixed
1	desk - radial workstation	Free-Standing
1	hat & coat stand	Free-Standing
1	pedestal - 2 dwr 600deep	Free-Standing
1	pedestal - 3 dwr 800deep	Free-Standing
1	side filer - 3 dwr	Free-Standing
1	waste paper bin	Loose
1	stationery - desk pack	Loose

Quantity	Asset Description:	Status:
1	Security Equipment as per Schedule 'A'	N/a
2	telephone - handset	Loose
EB G035A	Communications Room	*No. of Room Type* = **1**
1	vertical blinds	Fixed
1	PC desktop - office spec	Loose
1	printer - HP laserjet 2200DN 1-2	Loose
1	carpets - office	Fixed
1	white board - wall mounted	Fixed
2	chair - medium back, no arms (admin)	Free-Standing
1	Clock, Wall	Fixed
1	Consoles, Security & Communications Equipment, Bespoke	Fixed
1	hat & coat stand	Free-Standing
1	side filer - 3 dwr	Free-Standing
1	waste paper bin	Loose
1	stationery - desk pack	Loose
1	Security Equipment as per Schedule 'A'	N/a
2	telephone - handset	Loose
EB G036	Toilet, Staff, 1 toilet, 1 basin	*No. of Room Type* = **7**
1	toilet brush, plastic	Loose
1	feminine hygiene bin	Loose
1	hand dryer - wall mounted	Fixed
1	mirror - wall mounted (non-remove fix)	Fixed
1	soap dispenser - wall mounted	Fixed
1	toilet - vitreous china	Fixed
1	toilet roll holder - lockable	Fixed
1	washbasin - vitreous china	Fixed
EB G037	Lift	*No. of Room Type* = **4**
0	Assets as per Schedule 'A'	N/a
EB G038	Stairwell	*No. of Room Type* = **21**
0	No Fixtures, Fittings or Equipment Required	N/a
EB G039	Staff Briefing Area, Entry Building	*No. of Room Type* = **1**
1	vertical blinds	Fixed
2	white board - wall mounted	Fixed
1	Clock, Wall	Caged
3	notice board	Fixed
EB G040	ADT Office	*No. of Room Type* = **1**
0	Assets as per Schedule 'A'	N/a
EB G041	Office, Security (for 2 persons)	*No. of Room Type* = **1**
1	vertical blinds	Fixed
2	PC desktop - office spec	Loose
1	printer - HP laserjet 4550 colour	Loose
1	carpets - office	Fixed
1	photocopier - high volume	Free-Standing
1	shredder - heavy duty	Free-Standing
2	white board - wall mounted	Fixed
2	chair - no arms (visitors)	Free-Standing
2	chair - medium back, no arms (admin)	Free-Standing
1	Clock, Wall	Fixed

Quantity	Asset Description:	Status:
2	desk - radial workstation	Free-Standing
2	pedestal - 2 dwr 600deep	Free-Standing
2	pedestal - 3 dwr 800deep	Free-Standing
2	side filer - 3 dwr	Free-Standing
2	waste paper bin	Loose
2	stationery - desk pack	Loose
3	telephone - handset	Loose
EB G042	Lobby, Staff Entrance	***No. of Room Type =*** **1**
1	Fire Safety Equipment as required by the Fire Risk Assessment	N/a
1	Clock, Wall	Fixed
EB G043	Lock, Vehicle	***No. of Room Type =*** **1**
0	No Fixtures, Fittings or Equipment Required	N/a
EB G044	Lobby, Heathcare / Admissions	***No. of Room Type =*** **1**
1	Fire Safety Equipment as required by the Fire Risk Assessment	N/a
1	Clock, Wall	Caged
EB G045	Admissions / Discharge Suite	***No. of Room Type =*** **1**
1	PC desktop - office spec	Loose
1	printer - HP laserjet 4100DTN 4+	Loose
2	Bench Seating, Padded	Fixed
1	table - round coffee	Fixed
1	fax machine - canon L280 p/p	Free-Standing
1	photocopier - low volume	Free-Standing
2	chair - medium back, no arms (admin)	Free-Standing
1	Clock, Wall	Caged
1	desk - radial workstation	Free-Standing
1	pedestal - 2 dwr 600deep	Free-Standing
1	pedestal - 3 dwr 800deep	Free-Standing
1	stationery - desk pack	Loose
1	Security Equipment as per Schedule 'A'	N/a
1	TV - colour 25"	Loose
1	tv bracket - wall mounted +VCR unit	Fixed
EB G045A	Strip Search Area, Entry Building	***No. of Room Type =*** **3**
0	No Fixtures, Fittings or Equipment Required	N/a
EB G046	Bathroom, 1 bath, 1 toilet, 1 basin	***No. of Room Type =*** **1**
3	hooks- collapsable fixed to wall	Fixed
1	hand dryer - wall mounted	Fixed
1	safe cell - bath special porcelain	Fixed
1	safe cell - vanity unit	Fixed
1	safe cell - wc unit bolted to floor	Fixed
1	tap system - h&c touch button electronic	Fixed
EB G047	Store, Personal Clothing	***No. of Room Type =*** **1**
5	Shelving, Single Entry Bay, 5 Shelves c/w Containers, H2400 x W900 x D600	Fixed
EB G047A	Store, Clothing	***No. of Room Type =*** **1**
9	Shelving, Single Entry Bay, 6 Shelves, H2100 x W900 x D400	Fixed
EB G047B	Store, Medical Linen	***No. of Room Type =*** **1**
2	Shelving, Single Entry Bay, 6 Shelves, H2100 x W900 x D400	Fixed
EB G047C	Corridor, EB	***No. of Room Type =*** **6**

Quantity	Asset Description:	Status:
1	Fire Safety Equipment as required by the Fire Risk Assessment	N/a
1	Clock, Wall	Caged
EB G048	Stairwell	***No. of Room Type =*** **21**
0	No Fixtures, Fittings or Equipment Required	N/a
EB G049	Store, Medical	***No. of Room Type =*** **1**
2	Shelving, Single Entry Bay, 6 Shelves, H2100 x W900 x D400	Fixed
EB G050	Cupboard, Drugs	***No. of Room Type =*** **1**
1	Cupboard, Drugs, Lockable	Fixed
1	Refrigerator, Drugs, Lockable	Fixed
EB G051	Utilities Room, Dirty, Healthcare	***No. of Room Type =*** **1**
1	Lockers, 2 Compartments c/w Seating	Fixed
1	bedpan holder - rack	Fixed
1	dispenser - paper towel	Fixed
1	dispenser - soap	Fixed
1	disposable glove dispenser	Fixed
1	sack holder - metal	Fixed
1	sani-chair	Fixed
1	trolley - soiled linen (twin ring)	Free-Standing
1	disposal unit - worktop s/s	Fixed
2	shelf	Fixed
EB G052	Kitchenette, Nurses Station	***No. of Room Type =*** **1**
1	Fire Safety Equipment as required by the Fire Risk Assessment	N/a
1	Counter, L-Shaped c/w Inset Basin/Sink/Taps	Fixed
1	De-Ioniser	Fixed
1	Fly Killer	Fixed
1	Microwave	Fixed
1	Refrigerator	Fixed
1	Shelf, for Microwave	Fixed
1	Shelf, Wall	Fixed
1	Toaster, Pop-Up	Fixed
1	Wall Cupboard	Fixed
1	Water Boiler	Fixed
1	Suitable Cutlery & Crockery Items	Locked in Storage
1	Clock, Wall	Fixed
EB G053	Shower Room, 1 Shower, 1 Toilet, 1 Basin	***No. of Room Type =*** **1**
1	toilet brush, plastic	Loose
3	hooks- collapsable fixed to wall	Fixed
1	hand dryer - wall mounted	Fixed
1	mirror - wall mounted (non-remove fix)	Fixed
1	shower unit	Fixed
1	soap dispenser - wall mounted	Fixed
1	toilet - vitreous china	Fixed
1	toilet roll holder - lockable	Fixed
1	washbasin - vitreous china	Fixed
EB G054	Office, Nurse's Station	***No. of Room Type =*** **1**
1	vertical blinds	Fixed
2	PC desktop - office spec	Loose
1	printer - HP laserjet 2200DN 1-2	Loose

Quantity	Asset Description:	Status:
1	carpets - office	Fixed
1	fax machine - canon L280 p/p	Free-Standing
1	photocopier - low volume	Free-Standing
4	chair - no arms (visitors)	Free-Standing
2	chair - medium back, no arms (admin)	Free-Standing
1	Clock, Wall	Caged
1	Counter, Bespoke	Fixed
1	cupboard - high Tambour	Free-Standing
1	hat & coat stand	Free-Standing
2	pedestal - 3 dwr 800deep	Free-Standing
2	side filer - 3 dwr	Free-Standing
2	waste paper bin	Loose
2	stationery - desk pack	Loose
2	telephone - handset	Loose
EB G054A	Lobby	***No. of Room Type =*** **9**
0	No Fixtures, Fittings or Equipment Required	N/a
EB G054B	Services Riser	***No. of Room Type =*** **13**
0	Assets as per Schedule 'A'	N/a
EB G055	Room, Medical, 1 young person	***No. of Room Type =*** **3**
1	curtains, velcro fixing, fire-retardant.145gsm	Fixed
2	bed sheet cotton fire-retardant	Loose
2	duvet cover cotton fire-retardant	Loose
1	duvet fire-retardant	Loose
1	mattress cover fire-retardant	Loose
1	mattress fire-retardant foam not-sprung	Loose
2	pillow case cotton fire-retardant	Loose
1	pillow foam filled fire-retardant	Loose
3	hooks- collapsable fixed to wall	Fixed
1	safe cell - bed/bench fire-retardant	Fixed
1	safe cell - TV bracket	Fixed
1	pre mixed water system - touch button	Fixed
1	safe cell - shower head (anti-ligature)	Fixed
1	safe cell - wc unit bolted to floor	Fixed
1	tap system - h&c touch button electronic	Fixed
2	bath towel - cotton	Loose
2	flannel - cotton	Loose
EB G056	Room, Medical, 1 young person	***No. of Room Type =*** **3**
1	Fixtures, Fittings & Equipment as per Room EBG055	N/a
EB G057	Room, Medical, 1 young person	***No. of Room Type =*** **3**
1	Fixtures, Fittings & Equipment as per Room EBG055	N/a
EB G058	Room, Medical (Hosptial Bed), 1 young person	***No. of Room Type =*** **1**
1	curtains, velcro fixing, fire-retardant.145gsm	Fixed
1	hospital bed	Free-Standing
1	carpets - room (stainfree, impervious)	Fixed
2	bed sheet cotton fire-retardant	Loose
2	duvet cover cotton fire-retardant	Loose
1	duvet fire-retardant	Loose
2	pillow case cotton fire-retardant	Loose
1	pillow foam filled fire-retardant	Loose

Quantity	Asset Description:	Status:
3	hooks- collapsable fixed to wall	Fixed
1	safe cell - TV bracket	Fixed
1	waste bin - plastic	Loose
1	pre mixed water system - touch button	Fixed
1	safe cell - shower head (anti-ligature)	Fixed
1	safe cell - wc unit bolted to floor	Fixed
1	tap system - h&c touch button electronic	Fixed
2	bath towel - cotton	Loose
2	flannel - cotton	Loose
EB G059	Store, Cleaners (Medical)	***No. of Room Type =*** **1**
0	No Fixtures, Fittings or Equipment Required	N/a
EB G060	Consulting Therapy Room 1	***No. of Room Type =*** **1**
1	vertical blinds	Fixed
1	table - round coffee	Fixed
1	carpets - office	Fixed
2	chair - no arms (visitors)	Free-Standing
EB G062	Waiting Room, Healthcare	***No. of Room Type =*** **2**
2	Bench Seating, Padded	Fixed
1	carpets - office	Fixed
1	notice board	Fixed
EB G063	General Examination & Treatment Room	***No. of Room Type =*** **1**
1	vertical blinds	Fixed
1	PC desktop - office spec	Loose
1	dispenser - paper towel	Fixed
1	dispenser - soap	Fixed
1	disposable apron dispenser	Fixed
1	disposable glove dispenser	Fixed
1	examination couch - variable height	Fixed
1	examination lamp - mobile	Free-Standing
1	opthalmascope/auriscope instruments	Locked in Storage
1	sack holder - metal	Fixed
1	sphyrmomanometer - wall mounted	Fixed
1	trolley - dressing/instrument - s/s	Free-Standing
1	waste paper bin	Loose
1	x-ray illuminator - wall mounted	Fixed
1	curtain track - L-shaped	Fixed
2	medical - notice board	Fixed
1	tap - mixer double lever swivel	Fixed
1	ward cubicle curtain	Fixed
1	washbasin - hospital style (vitri china)	Fixed
1	carpets - office	Fixed
2	chair - no arms (visitors)	Free-Standing
1	chair - medium back, no arms (admin)	Free-Standing
1	Clock, Wall	Caged
1	desk - radial workstation	Free-Standing
1	pedestal - 2 dwr 600deep	Free-Standing
1	pedestal - 3 dwr 800deep	Free-Standing
1	side filer - 3 dwr	Free-Standing
1	stationery - desk pack	Loose
1	telephone - handset	Loose

Quantity	Asset Description:	Status:
EB G064	Waiting Room, Healthcare	*No. of Room Type =* **2**
2	Bench Seating, Padded	Fixed
1	carpets - office	Fixed
1	notice board	Fixed
EB G065	Medical Health Consultant / Examination Room 2	*No. of Room Type =* **1**
1	vertical blinds	Fixed
1	dispenser - paper towel	Fixed
1	dispenser - soap	Fixed
1	disposable apron dispenser	Fixed
1	disposable glove dispenser	Fixed
1	examination couch - variable height	Fixed
1	examination lamp - mobile	Free-Standing
1	opthalmascope/auriscope instruments	Locked in Storage
1	sack holder - metal	Fixed
1	sphyrmomanometer - wall mounted	Fixed
1	trolley - dressing/instrument - s/s	Free-Standing
1	waste paper bin	Loose
1	x-ray illuminator - wall mounted	Fixed
1	curtain track - L-shaped	Fixed
2	medical - notice board	Fixed
1	tap - mixer double lever swivel	Fixed
1	ward cubicle curtain	Fixed
1	washbasin - hospital style (vitri china)	Fixed
1	carpets - office	Fixed
2	chair - no arms (visitors)	Free-Standing
1	chair - medium back, no arms (admin)	Free-Standing
1	Clock, Wall	Caged
1	desk - radial workstation	Free-Standing
1	pedestal - 2 dwr 600deep	Free-Standing
1	pedestal - 3 dwr 800deep	Free-Standing
1	side filer - 3 dwr	Free-Standing
1	stationery - desk pack	Loose
EB G066	Corridor, EB	*No. of Room Type =* **6**
0	No Fixtures, Fittings or Equipment Required	N/a
EB G066a	Dayroom, Healthcare	*No. of Room Type =* **1**
2	chair- lounge	Fixed
1	sofa - 2 seater	Fixed
1	table - round coffee	Fixed
4	chair - no arms (visitors)	Free-Standing
1	Security Equipment as per Schedule 'A'	N/a
1	Suitable Sport & Leisure Equipment Items as required	Locked in Storage
1	TV - colour 25"	Loose
1	tv bracket - wall mounted +VCR unit	Fixed

Quantity	*Asset Description:*	*Status:*

External Areas

Ground Floor

EX 001	Service Yard	***No. of Room Type =***	**1**
0	Assets as per Schedule 'A'	N/a	
EX 002	Garden Classroom	***No. of Room Type =***	**1**
0	Assets as per Schedule 'A'	N/a	
EX 003	Sterile Zone	***No. of Room Type =***	**1**
0	Assets as per Schedule 'A'	N/a	
EX 004	Football Pitch, Mini	***No. of Room Type =***	**1**
2	5-a-side goal posts - foldaway	Free-Standing	
EX 005	Basketball Court	***No. of Room Type =***	**1**
2	basketball rings (c/w backboard)	Free-Standing	
EX 006	Fitness Area	***No. of Room Type =***	**1**
1	Suitable Sport & Leisure Equipment Items as required	Locked in Storage	
EX 008	Basketball Practice Area	***No. of Room Type =***	**1**
1	basketball rings (c/w backboard)	Free-Standing	
EX 009	The Park	***No. of Room Type =***	**1**
1	Steel WorldTrail	Fixed	
EX 014	FM Yard	***No. of Room Type =***	**1**
0	Assets as per Schedule 'A'	N/a	
EX 015	Green & Car Park	***No. of Room Type =***	**1**
0	Assets as per Schedule 'A'	N/a	

Quantity	*Asset Description:*	*Status:*

Facilities & Maintenance Building

First Floor

FM F 001	Store, Paint / General	***No. of Room Type =*** **1**
4	Shelving, Single Entry Bay, 6 Shelves, H2100 x W900 x D400	Fixed
FM F 002	Office / Staff Room, FM	***No. of Room Type =*** **1**
1	vertical blinds	Fixed
2	PC desktop - office spec	Loose
2	printer - HP laserjet 2200DN 1-2	Loose
1	carpets - office	Fixed
1	fax machine - canon L280 p/p	Free-Standing
2	chair - medium back, no arms (admin)	Free-Standing
1	Clock, Wall	Fixed
2	desk - radial workstation	Free-Standing
2	pedestal - 2 dwr 600deep	Free-Standing
2	pedestal - 3 dwr 800deep	Free-Standing
1	side filer - 3 dwr	Free-Standing
2	waste paper bin	Loose
2	stationery - desk pack	Loose
2	telephone - handset	Loose
FM F 003	Landing	***No. of Room Type =*** **7**
0	No Fixtures, Fittings or Equipment Required	N/a
FM F 004	Toilet, Staff, 1 toilet, 1 basin	***No. of Room Type =*** **7**
1	toilet brush, plastic	Loose
1	hand dryer - wall mounted	Fixed
1	mirror - wall mounted (non-remove fix)	Fixed
1	soap dispenser - wall mounted	Fixed
1	toilet - vitreous china	Fixed
1	toilet roll holder - lockable	Fixed
1	washbasin - vitreous china	Fixed
FM F 005	Store, Lock	***No. of Room Type =*** **1**
2	Shelving, Single Entry Bay, 6 Shelves, H2100 x W900 x D400	Fixed

Ground Floor

FM 001	Workshop, FM	***No. of Room Type =*** **1**
0	Assets as per Schedule 'A'	N/a
FM 002	Entrance Lobby	***No. of Room Type =*** **2**
1	Fire Safety Equipment as required by the Fire Risk Assessment	N/a
1	Clock, Wall	Fixed
FM 003	Workshop & General Store	***No. of Room Type =*** **1**
5	Shelving, Single Entry Bay, 6 Shelves, H2100 x W900 x D400	Fixed
0	Assets as per Schedule 'A'	N/a
FM 004	Stairwell	***No. of Room Type =*** **21**
0	No Fixtures, Fittings or Equipment Required	N/a

Quantity	*Asset Description:*	*Status:*

House Unit A (Type'A')

First Floor

HA F 001	Stairwell	***No. of Room Type =*** **21**
0	No Fixtures, Fittings or Equipment Required	N/a
HA F 002	Staff Room, House	***No. of Room Type =*** **5**
1	vertical blinds	Fixed
1	PC desktop - office spec	Loose
3	games XBOX	Locked in Storage
1	microsoft XBOX	Locked in Storage
1	kettle jug - electric	Locked in Storage
1	Suitable Cutlery & Crockery Items	Locked in Storage
1	carpets - office	Fixed
8	chair - easy	Free-Standing
1	Clock, Wall	Caged
1	hat & coat stand	Free-Standing
2	table- low coffee	Free-Standing
2	notice board	Fixed
1	telephone - handset	Loose
HA F 003	Toilet, Staff, 1 toilet, 1 basin	***No. of Room Type =*** **7**
1	toilet brush, plastic	Loose
1	hand dryer - wall mounted	Fixed
1	mirror - wall mounted (non-remove fix)	Fixed
1	soap dispenser - wall mounted	Fixed
1	toilet - vitreous china	Fixed
1	toilet roll holder - lockable	Fixed
1	washbasin - vitreous china	Fixed
HA F 004	Bathroom, 1 bath, House	***No. of Room Type =*** **3**
3	hooks- collapsable fixed to wall	Fixed
1	safe cell - bath special porcelain	Fixed
1	tap system - h&c touch button electronic	Fixed
HA F 005	Landing	***No. of Room Type =*** **7**
0	No Fixtures, Fittings or Equipment Required	N/a
HA F 006	Launderette c/w Boot Store (Double Stacked)	***No. of Room Type =*** **5**
1	Shelving, Single Entry Bay, 6 Shelves, H2100 x W900 x D400	Fixed
HA F 007	Room, Standard, 1 young person	***No. of Room Type =*** **80**
1	curtains, velcro fixing, fire-ret.145gsm	Fixed
1	carpets - room (stainfree, impervious)	Fixed
2	bed sheet cotton fire-ret	Loose
2	duvet cover cotton fire-ret	Loose
1	duvet fire-ret	Loose
1	mattress cover fire-ret	Loose
1	mattress fire-ret foam not-sprung	Loose
2	pillow case cotton fire-ret	Loose
1	pillow foam filled fire-ret	Loose
3	hooks- collapsable fixed to wall	Fixed
1	safe cell - bed/bench fire-retardant	Fixed
1	safe cell - desk unit fire-retardant	Fixed

Quantity	Asset Description:	Status:
1	safe cell - stool fire-retardant	Free-Standing
1	safe cell - storage unit FR	Fixed
1	safe cell - TV bracket	Fixed
2	safe cell - vanity mirror	Fixed
1	waste bin - plastic	Loose
1	pre mixed water system - touch button	Fixed
1	safe cell - shower head (anti-ligature)	Fixed
1	safe cell - vanity unit	Fixed
1	safe cell - wc unit bolted to floor	Fixed
1	tap system - h&c touch button electronic	Fixed
2	bath towel - cotton	Loose
2	flannel - cotton	Loose
HA F 008	Room, Standard, 1 young person	*No. of Room Type* = **80**
1	Fixtures, Fittings & Equipment as per Room HAF007	N/a
HA F 009	Room, Standard, 1 young person	*No. of Room Type* = **80**
1	Fixtures, Fittings & Equipment as per Room HAF007	N/a
HA F 010	Room, Standard, 1 young person	*No. of Room Type* = **80**
1	Fixtures, Fittings & Equipment as per Room HAF007	N/a
HA F 011	Corridor, House	*No. of Room Type* = **20**
1	Fire Safety Equipment as required by the Fire Risk Assessment	N/a
1	Clock, Wall	Caged
HA F 012	Lounge & Dining Hall, House	*No. of Room Type* = **14**
1	vertical blinds	Fixed
4	chair- lounge	Fixed
3	sofa - 2 seater	Fixed
2	table - 4 seat square bolted to floor	Fixed
1	table - round coffee	Fixed
1	Clock, Wall	Caged
1	Storage Unit, Lockable	Free-Standing
1	Security Equipment as per Schedule 'A'	N/a
1	Suitable Sport & Leisure Equipment Items as required	Locked in Storage
1	trolley - TV & VCR lockable	Free-Standing
1	TV - colour 25"	Loose
1	VCR	Loose
HA F 013	Kitchen, House (Cater for Max 8+4)	*No. of Room Type* = **10**
1	Fire Safety Equipment as required by the Fire Risk Assessment	N/a
1	Bin, Swing	Loose
1	De-Ioniser	Fixed
1	Fly Killer	Fixed
1	Microwave	Fixed
1	Oven	Fixed
1	Refrigerator	Fixed
1	Shelf, for Microwave	Fixed
1	Toaster, Pop-Up	Fixed
2	Wall Cupboard	Fixed
1	Water Boiler	Fixed
1	Worktop, Cupboard Underneath	Fixed
1	Worktop, Sink, WHB, Cupboard & Bin	Fixed
1	Suitable Cutlery & Crockery Items	Locked in Storage

Quantity	Asset Description:	Status:
1	Clock, Wall	Caged
HA F 014	Interview / Quiet Room, House	***No. of Room Type =*** **10**
1	vertical blinds	Fixed
8	chair- lounge	Fixed
1	table - round coffee	Fixed
1	Clock, Wall	Caged
1	telephone - handset	Loose
HA F 015	Room, Standard, 1 young person	***No. of Room Type =*** **80**
1	Fixtures, Fittings & Equipment as per Room HAF007	N/a
HA F 016	Room, Standard, 1 young person	***No. of Room Type =*** **80**
1	Fixtures, Fittings & Equipment as per Room HAF007	N/a
HA F 017	Room, Standard, 1 young person	***No. of Room Type =*** **80**
1	Fixtures, Fittings & Equipment as per Room HAF007	N/a
HA F 018	Room, Standard, 1 young person	***No. of Room Type =*** **80**
1	Fixtures, Fittings & Equipment as per Room HAF007	N/a
HA F 019	Corridor, House	***No. of Room Type =*** **20**
1	Fire Safety Equipment as required by the Fire Risk Assessment	N/a
0	No Fixtures, Fittings or Equipment Required	N/a
1	Telephone, Trainee c/w Acoustic Hood	Fixed
HA F 020	Lounge & Dining Hall, House	***No. of Room Type =*** **14**
1	Fixtures, Fittings & Equipment as per Room HAF012	N/a
HA F 021	Kitchen, House (Cater for Max 4+2)	***No. of Room Type =*** **4**
1	Fire Safety Equipment as required by the Fire Risk Assessment	N/a
1	Bin, Swing	Loose
1	De-Ioniser	Fixed
1	Fly Killer	Fixed
1	Microwave	Fixed
1	Oven	Fixed
1	Refrigerator	Fixed
1	Shelf, for Microwave	Fixed
1	Toaster, Pop-Up	Fixed
1	Wall Bench	Fixed
1	Wall Cupboard	Fixed
1	Wall Cupboard	Fixed
1	Water Boiler	Fixed
1	Worktop, Cupboard Underneath	Fixed
1	Worktop, Sink, WHB, Cupboard & Bin	Fixed
1	Suitable Cutlery & Crockery Items	Locked in Storage
1	Clock, Wall	Caged
HA F 022	Launderette c/w Boot Store (Double Stacked)	***No. of Room Type =*** **5**
1	Shelving, Single Entry Bay, 6 Shelves, H2100 x W900 x D400	Fixed
1	ironing board	Locked in Storage
8	laundry bag	Loose
1	steam iron	Locked in Storage
1	plinths & hoses	Fixed
1	tumble dryer - 25lb	Caged
1	washing machine - 16lb standard	Caged

Quantity	Asset Description:	Status:
HA F 023	Stairwell	***No. of Room Type =*** **21**
0	No Fixtures, Fittings or Equipment Required	N/a

Ground Floor

HA 001	Bin Storage Area	***No. of Room Type =*** **5**
2	dustbin - plastic 94ltr BS4998	Loose
1	refuse sacks (200)	Loose
HA 002	Vestibule inc. Stairwell, Ground Floor	***No. of Room Type =*** **6**
1	Fire Safety Equipment as required by the Fire Risk Assessment	N/a
1	Clock, Wall	Caged
HA 003	Launderette c/w Boot Store (Double Stacked)	***No. of Room Type =*** **5**
2	Shelving, Single Entry Bay, 6 Shelves, H2100 x W900 x D400	Fixed
HA 004	Store, House	***No. of Room Type =*** **3**
2	Shelving, Single Entry Bay, 6 Shelves, H2100 x W900 x D400	Fixed
HA 005	Room, Standard, 1 young person	***No. of Room Type =*** **80**
1	Fixtures, Fittings & Equipment as per Room HAF007	N/a
HA 006	Room, Standard, 1 young person	***No. of Room Type =*** **80**
1	Fixtures, Fittings & Equipment as per Room HAF007	N/a
HA 007	Room, Standard, 1 young person	***No. of Room Type =*** **80**
1	Fixtures, Fittings & Equipment as per Room HAF007	N/a
HA 008	Room, Standard, 1 young person	***No. of Room Type =*** **80**
1	Fixtures, Fittings & Equipment as per Room HAF007	N/a
HA 009	Corridor, House	***No. of Room Type =*** **20**
1	Clock, Wall	Caged
1	Telephone, Trainee c/w Acoustic Hood	Fixed
HA 010	Lounge & Dining Hall, House	***No. of Room Type =*** **14**
1	Fixtures, Fittings & Equipment as per Room HAF012	N/a
HA 011	Interview / Quiet Room, House	***No. of Room Type =*** **10**
1	Fixtures, Fittings & Equipment as per Room HAF014	N/a
HA 012	Kitchen, House (Cater for Max 8+4)	***No. of Room Type =*** **10**
1	Fixtures, Fittings & Equipment as per Room HAF013	N/a
HA 013	Room, Standard, 1 young person	***No. of Room Type =*** **80**
1	Fixtures, Fittings & Equipment as per Room HAF007	N/a
HA 014	Room, Standard, 1 young person	***No. of Room Type =*** **80**
1	Fixtures, Fittings & Equipment as per Room HAF007	N/a
HA 015	Room, Standard, 1 young person	***No. of Room Type =*** **80**
1	Fixtures, Fittings & Equipment as per Room HAF007	N/a
HA 016	Room, Standard, 1 young person	***No. of Room Type =*** **80**
1	Fixtures, Fittings & Equipment as per Room HAF007	N/a
HA 017	Corridor, House	***No. of Room Type =*** **20**
1	Fire Safety Equipment as required by the Fire Risk Assessment	N/a
0	No Fixtures, Fittings or Equipment Required	N/a

Quantity	Asset Description:	Status:
1	Telephone, Trainee c/w Acoustic Hood	Fixed
HA 018	Lounge & Dining Hall, House	***No. of Room Type =*** **14**
1	Fixtures, Fittings & Equipment as per Room HAF012	N/a
HA 019	Kitchen, House (Cater for Max 4+2)	***No. of Room Type =*** **4**
1	Fixtures, Fittings & Equipment as per Room HAF021	N/a
HA 020	Launderette c/w Boot Store (Side by Side)	***No. of Room Type =*** **1**
1	Shelving, Single Entry Bay, 6 Shelves, H2100 x W900 x D400	Fixed
HA 021	Services Riser	***No. of Room Type =*** **13**
0	No Fixtures, Fittings or Equipment Required	N/a
HA 022	Vestibule inc. Stairwell, Ground Floor	***No. of Room Type =*** **6**
1	Fire Safety Equipment as required by the Fire Risk Assessment	N/a
1	Clock, Wall	Caged

Roof Space

HA 001	Stairwell	***No. of Room Type =*** **21**
0	No Fixtures, Fittings or Equipment Required	N/a
HA 002	Plant Room	***No. of Room Type =*** **14**
0	Assets as per Schedule 'A'	N/a
HA 003	Plant Room	***No. of Room Type =*** **14**
0	Assets as per Schedule 'A'	N/a
HA 004	Plant Room	***No. of Room Type =*** **14**
0	Assets as per Schedule 'A'	N/a

Quantity	*Asset Description:*	*Status:*

House Unit B (Type 'A')

First Floor

HB F 001	Staff Room, House	***No. of Room Type =*** **5**
1	vertical blinds	Fixed
1	PC desktop - office spec	Loose
3	games XBOX	Locked in Storage
1	microsoft XBOX	Locked in Storage
1	kettle jug - electric	Locked in Storage
1	Suitable Cutlery & Crockery Items	Locked in Storage
1	carpets - office	Fixed
8	chair - easy	Free-Standing
1	Clock, Wall	Caged
1	hat & coat stand	Free-Standing
2	table- low coffee	Free-Standing
2	notice board	Fixed
1	telephone - handset	Loose
HB F 002	Toilet, Staff, 1 toilet, 1 basin	***No. of Room Type =*** **7**
1	toilet brush, plastic	Loose
1	hand dryer - wall mounted	Fixed
1	mirror - wall mounted (non-remove fix)	Fixed
1	soap dispenser - wall mounted	Fixed
1	toilet - vitreous china	Fixed
1	toilet roll holder - lockable	Fixed
1	washbasin - vitreous china	Fixed
HB F 003	Bathroom, 1 bath, House	***No. of Room Type =*** **3**
3	hooks- collapsable fixed to wall	Fixed
1	safe cell - bath special porcelain	Fixed
1	tap system - h&c touch button electronic	Fixed
HB F 004	Launderette c/w Store (Side by Side)	***No. of Room Type =*** **2**
1	Shelving, Single Entry Bay, 6 Shelves, H2100 x W900 x D400	Fixed
HB F 005	Room, Standard, 1 young person	***No. of Room Type =*** **80**
1	curtains, velcro fixing, fire-ret.145gsm	Fixed
1	carpets - room (stainfree, impervious)	Fixed
2	bed sheet cotton fire-ret	Loose
2	duvet cover cotton fire-ret	Loose
1	duvet fire-ret	Loose
1	mattress cover fire-ret	Loose
1	mattress fire-ret foam not-sprung	Loose
2	pillow case cotton fire-ret	Loose
1	pillow foam filled fire-ret	Loose
3	hooks- collapsable fixed to wall	Fixed
1	safe cell - bed/bench fire-retardant	Fixed
1	safe cell - desk unit fire-retardant	Fixed
1	safe cell - stool fire-retardant	Free-Standing
1	safe cell - storage unit FR	Fixed
1	safe cell - TV bracket	Fixed
2	safe cell - vanity mirror	Fixed
1	waste bin - plastic	Loose
1	pre mixed water system - touch button	Fixed

Quantity	Asset Description:	Status:
1	safe cell - shower head (anti-ligature)	Fixed
1	safe cell - vanity unit	Fixed
1	safe cell - wc unit bolted to floor	Fixed
1	tap system - h&c touch button electronic	Fixed
2	bath towel - cotton	Loose
2	flannel - cotton	Loose
HB F 006	Room, Standard, 1 young person	***No. of Room Type =*** **80**
1	Fixtures, Fittings & Equipment as per Room HBF005	N/a
HB F 007	Room, Standard, 1 young person	***No. of Room Type =*** **80**
1	Fixtures, Fittings & Equipment as per Room HBF005	N/a
HB F 008	Room, Standard, 1 young person	***No. of Room Type =*** **80**
1	Fixtures, Fittings & Equipment as per Room HBF005	N/a
HB F 009	Corridor, House	***No. of Room Type =*** **20**
1	Fire Safety Equipment as required by the Fire Risk Assessment	N/a
1	Clock, Wall	Caged
HB F 010	Lounge & Dining Hall, House	***No. of Room Type =*** **14**
1	Fixtures, Fittings & Equipment as per Room HAF012	N/a
HB F 011	Interview / Quiet Room, House	***No. of Room Type =*** **10**
1	Fixtures, Fittings & Equipment as per Room HAF014	N/a
HB F 012	Kitchen, House (Cater for Max 8+4)	***No. of Room Type =*** **10**
1	Fixtures, Fittings & Equipment as per Room HAF013	N/a
HB F 013	Room, Standard, 1 young person	***No. of Room Type =*** **80**
1	Fixtures, Fittings & Equipment as per Room HBF005	N/a
HB F 014	Room, Standard, 1 young person	***No. of Room Type =*** **80**
1	Fixtures, Fittings & Equipment as per Room HBF005	N/a
HB F 015	Room, Standard, 1 young person	***No. of Room Type =*** **80**
1	Fixtures, Fittings & Equipment as per Room HBF005	N/a
HB F 016	Room, Standard, 1 young person	***No. of Room Type =*** **80**
1	Fixtures, Fittings & Equipment as per Room HBF005	N/a
HB F 017	Corridor, House	***No. of Room Type =*** **20**
1	Fire Safety Equipment as required by the Fire Risk Assessment	N/a
1	Clock, Wall	Caged
1	Telephone, Trainee c/w Acoustic Hood	Fixed
HB F 018	Dayroom	***No. of Room Type =*** **4**
4	chair- lounge	Fixed
2	sofa - 2 seater	Fixed
1	table - round coffee	Fixed
1	Clock, Wall	Caged
2	Storage Unit, Lockable	Free-Standing
1	Security Equipment as per Schedule 'A'	N/a
1	Suitable Sport & Leisure Equipment Items as required	Locked in Storage
1	trolley - TV & VCR lockable	Free-Standing
1	TV - colour 25"	Loose
1	VCR	Loose

Quantity	Asset Description:	Status:
HB F 019	Airing / Boot Room & Store	*No. of Room Type* = **2**
2	Shelving, Single Entry Bay, 6 Shelves, H2100 x W900 x D400	Fixed
1	ironing board	Locked in Storage
8	laundry bag	Loose
1	steam iron	Locked in Storage
1	plinths & hoses	Fixed
1	tumble dryer - 25lb	Caged
1	washing machine - 16lb standard	Caged
HB F 020	Landing	*No. of Room Type* = **7**
1	Fire Safety Equipment as required by the Fire Risk Assessment	N/a
1	Clock, Wall	Caged
HB F 021	Store, Cleaners	*No. of Room Type* = **3**
2	Shelving, Single Entry Bay, 6 Shelves, H2100 x W900 x D400	Fixed
HB F 022	Dayroom	*No. of Room Type* = **4**
4	chair- lounge	Fixed
2	sofa - 2 seater	Fixed
1	table - round coffee	Fixed
1	Clock, Wall	Caged
2	Storage Unit, Lockable	Free-Standing
1	Security Equipment as per Schedule 'A'	N/a
1	Suitable Sport & Leisure Equipment Items as required	Locked in Storage
1	trolley - TV & VCR lockable	Free-Standing
1	TV - colour 25"	Loose
1	VCR	Loose
HB F 023	Room, Standard, 1 young person	*No. of Room Type* = **80**
1	Fixtures, Fittings & Equipment as per Room HBF005	N/a
HB F 024	Room, Standard, 1 young person	*No. of Room Type* = **80**
1	Fixtures, Fittings & Equipment as per Room HBF005	N/a
HB F 025	Room, Standard, 1 young person	*No. of Room Type* = **80**
1	Fixtures, Fittings & Equipment as per Room HBF005	N/a
HB F 026	Room, Standard, 1 young person	*No. of Room Type* = **80**
1	Fixtures, Fittings & Equipment as per Room HBF005	N/a
HB F 027	Corridor, House	*No. of Room Type* = **20**
1	Fire Safety Equipment as required by the Fire Risk Assessment	N/a
1	Clock, Wall	Caged
1	Telephone, Trainee c/w Acoustic Hood	Fixed
HB F 028	Interview / Quiet Room, House	*No. of Room Type* = **10**
1	Fixtures, Fittings & Equipment as per Room HAF014	N/a
HB F 029	Kitchen, House (Cater for Max 8+4)	*No. of Room Type* = **10**
1	Fixtures, Fittings & Equipment as per Room HAF013	N/a
HB F 030	Lounge & Dining Hall, House	*No. of Room Type* = **14**
1	Fixtures, Fittings & Equipment as per Room HAF012	N/a
HB F 031	Room, Standard, 1 young person	*No. of Room Type* = **80**
1	Fixtures, Fittings & Equipment as per Room HBF005	N/a

Quantity	*Asset Description:*	*Status:*
HB F 032	Room, Standard, 1 young person	***No. of Room Type =*** **80**
1	Fixtures, Fittings & Equipment as per Room HBF005	N/a
HB F 033	Room, Standard, 1 young person	***No. of Room Type =*** **80**
1	Fixtures, Fittings & Equipment as per Room HBF005	N/a
HB F 034	Room, Standard, 1 young person	***No. of Room Type =*** **80**
1	Fixtures, Fittings & Equipment as per Room HBF005	N/a
HB F 035	Corridor, House	***No. of Room Type =*** **20**
1	Fire Safety Equipment as required by the Fire Risk Assessment	N/a
1	Clock, Wall	Caged
HB F 036	Airing / Boot Room	***No. of Room Type =*** **6**
1	Shelving, Single Entry Bay, 6 Shelves, H2100 x W900 x D400	Fixed
HB F 037	Launderette c/w Store (Double Stacked)	***No. of Room Type =*** **6**
1	Shelving, Single Entry Bay, 6 Shelves, H2100 x W900 x D400	Fixed
1	ironing board	Locked in Storage
8	laundry bag	Loose
1	steam iron	Locked in Storage
1	plinths & hoses	Fixed
1	tumble dryer - 25lb	Caged
1	washing machine - 16lb standard	Caged
HB F 038	Store, House (Large)	***No. of Room Type =*** **2**
8	Shelving, Single Entry Bay, 6 Shelves, H2100 x W900 x D400	Fixed
HB F 039	Landing	***No. of Room Type =*** **7**
1	Fire Safety Equipment as required by the Fire Risk Assessment	N/a
1	Clock, Wall	Caged
HB F 040	Stairwell to Plant Room in House Roofspace	***No. of Room Type =*** **3**
0	No Fixtures, Fittings or Equipment Required	N/a

Ground Floor

HB 001	Bin Storage Area	***No. of Room Type =*** **5**
2	dustbin - plastic 94ltr BS4998	Loose
1	refuse sacks (200)	Loose
HB 002	Vestibule inc. Stairwell, Ground Floor	***No. of Room Type =*** **6**
1	Fire Safety Equipment as required by the Fire Risk Assessment	N/a
1	Clock, Wall	Caged
HB 003	Store, House	***No. of Room Type =*** **3**
3	Shelving, Single Entry Bay, 6 Shelves, H2100 x W900 x D400	Fixed
HB 004	Room, Standard, 1 young person	***No. of Room Type =*** **80**
1	Fixtures, Fittings & Equipment as per Room HBF005	N/a
HB 005	Room, Standard, 1 young person	***No. of Room Type =*** **80**
1	Fixtures, Fittings & Equipment as per Room HBF005	N/a
HB 006	Room, Standard, 1 young person	***No. of Room Type =*** **80**
1	Fixtures, Fittings & Equipment as per Room HBF005	N/a
HB 007	Room, Standard, 1 young person	***No. of Room Type =*** **80**
1	Fixtures, Fittings & Equipment as per Room HBF005	N/a

Quantity	Asset Description:	Status:
HB 008	Corridor, House	*No. of Room Type* = **20**
1	Fire Safety Equipment as required by the Fire Risk Assessment	N/a
1	Clock, Wall	Caged
HB 009	Lounge & Dining Hall, House	*No. of Room Type* = **14**
1	Fixtures, Fittings & Equipment as per Room HAF012	N/a
HB 010	Kitchen, House (Cater for Max 8+4)	*No. of Room Type* = **10**
1	Fixtures, Fittings & Equipment as per Room HAF013	N/a
HB 011	Interview / Quiet Room, House	*No. of Room Type* = **10**
1	Fixtures, Fittings & Equipment as per Room HAF014	N/a
HB 012	Room, Standard, 1 young person	*No. of Room Type* = **80**
1	Fixtures, Fittings & Equipment as per Room HBF005	N/a
HB 013	Room, Standard, 1 young person	*No. of Room Type* = **80**
1	Fixtures, Fittings & Equipment as per Room HBF005	N/a
HB 014	Room, Standard, 1 young person	*No. of Room Type* = **80**
1	Fixtures, Fittings & Equipment as per Room HBF005	N/a
HB 015	Room, Standard, 1 young person	*No. of Room Type* = **80**
1	Fixtures, Fittings & Equipment as per Room HBF005	N/a
HB 016	Corridor, House	*No. of Room Type* = **20**
1	Clock, Wall	Caged
1	Telephone, Trainee c/w Acoustic Hood	Fixed
HB 017	Airing / Boot Room	*No. of Room Type* = **6**
1	Shelving, Single Entry Bay, 6 Shelves, H2100 x W900 x D400	Fixed
HB 018	Launderette c/w Store (Double Stacked)	*No. of Room Type* = **6**
1	Shelving, Single Entry Bay, 6 Shelves, H2100 x W900 x D400	Fixed
1	ironing board	Locked in Storage
8	laundry bag	Loose
1	steam iron	Locked in Storage
1	plinths & hoses	Fixed
1	tumble dryer - 25lb	Caged
1	washing machine - 16lb standard	Caged
HB 019	Vestibule inc. Stairwell, Ground Floor	*No. of Room Type* = **6**
1	Fire Safety Equipment as required by the Fire Risk Assessment	N/a
1	Clock, Wall	Caged
HB 020	Bin Storage Area	*No. of Room Type* = **5**
2	dustbin - plastic 94ltr BS4998	Loose
1	refuse sacks (200)	Loose
HB 021	Launderette c/w Boot Store (Double Stacked)	*No. of Room Type* = **5**
1	Shelving, Single Entry Bay, 6 Shelves, H2100 x W900 x D400	Fixed
1	ironing board	Locked in Storage
8	laundry bag	Loose
1	steam iron	Locked in Storage
1	plinths & hoses	Fixed
1	tumble dryer - 25lb	Caged
1	washing machine - 16lb standard	Caged

Quantity	Asset Description:	Status:
HB 022	Kitchen, House (Cater for Max 4+2)	*No. of Room Type* = **4**
1	Fixtures, Fittings & Equipment as per Room HAF021	N/a
HB 023	Lounge & Dining Hall, House	*No. of Room Type* = **14**
1	Fixtures, Fittings & Equipment as per Room HAF012	N/a
HB 024	Room, Standard, 1 young person	*No. of Room Type* = **80**
1	Fixtures, Fittings & Equipment as per Room HBF005	N/a
HB 025	Room, Standard, 1 young person	*No. of Room Type* = **80**
1	Fixtures, Fittings & Equipment as per Room HBF005	N/a
HB 026	Room, Standard, 1 young person	*No. of Room Type* = **80**
1	Fixtures, Fittings & Equipment as per Room HBF005	N/a
HB 027	Room, Standard, 1 young person	*No. of Room Type* = **80**
1	Fixtures, Fittings & Equipment as per Room HBF005	N/a
HB 028	Corridor, House	*No. of Room Type* = **20**
1	Fire Safety Equipment as required by the Fire Risk Assessment	N/a
0	No Fixtures, Fittings or Equipment Required	N/a
HB 029	Interview / Quiet Room, House	*No. of Room Type* = **10**
1	Fixtures, Fittings & Equipment as per Room HAF014	N/a
HB 030	Kitchen, House (Cater for Max 8+4)	*No. of Room Type* = **10**
1	Fixtures, Fittings & Equipment as per Room HAF013	N/a
HB 031	Lounge & Dining Hall, House	*No. of Room Type* = **14**
1	Fixtures, Fittings & Equipment as per Room HAF012	N/a
HB 032	Room, Standard, 1 young person	*No. of Room Type* = **80**
1	Fixtures, Fittings & Equipment as per Room HBF005	N/a
HB 033	Room, Standard, 1 young person	*No. of Room Type* = **80**
1	Fixtures, Fittings & Equipment as per Room HBF005	N/a
HB 034	Room, Standard, 1 young person	*No. of Room Type* = **80**
1	Fixtures, Fittings & Equipment as per Room HBF005	N/a
HB 035	Room, Standard, 1 young person	*No. of Room Type* = **80**
1	Fixtures, Fittings & Equipment as per Room HBF005	N/a
HB 036	Corridor, House	*No. of Room Type* = **20**
1	Fire Safety Equipment as required by the Fire Risk Assessment	N/a
1	Clock, Wall	Caged
HB 037	Airing / Boot Room	*No. of Room Type* = **6**
1	Shelving, Single Entry Bay, 6 Shelves, H2100 x W900 x D400	Fixed
HB 038	Launderette c/w Store (Double Stacked)	*No. of Room Type* = **6**
1	Shelving, Single Entry Bay, 6 Shelves, H2100 x W900 x D400	Fixed
HB 039	Staff Room, House	*No. of Room Type* = **5**
1	vertical blinds	Fixed
1	PC desktop - office spec	Loose
3	games XBOX	Locked in Storage
1	microsoft XBOX	Locked in Storage
1	kettle jug - electric	Locked in Storage

Quantity	Asset Description:	Status:
1	Suitable Cutlery & Crockery Items	Locked in Storage
1	carpets - office	Fixed
8	chair - easy	Free-Standing
1	Clock, Wall	Caged
1	hat & coat stand	Free-Standing
2	table- low coffee	Free-Standing
2	notice board	Fixed
1	telephone - handset	Loose

HB 040 Toilet, Staff, 1 toilet, 1 basin — ***No. of Room Type =*** **7**

1	toilet brush, plastic	Loose
1	hand dryer - wall mounted	Fixed
1	mirror - wall mounted (non-remove fix)	Fixed
1	soap dispenser - wall mounted	Fixed
1	toilet - vitreous china	Fixed
1	toilet roll holder - lockable	Fixed
1	washbasin - vitreous china	Fixed

HB 041 Services Riser — ***No. of Room Type =*** **13**

0	Assets as per Schedule 'A'	N/a

Roof Space

HB 001 Stairwell — ***No. of Room Type =*** **21**

0	No Fixtures, Fittings or Equipment Required	N/a

HB 002 Plant Room — ***No. of Room Type =*** **14**

0	Assets as per Schedule 'A'	N/a

HB 003 Plant Room — ***No. of Room Type =*** **14**

0	Assets as per Schedule 'A'	N/a

HB 004 Plant Room — ***No. of Room Type =*** **14**

0	Assets as per Schedule 'A'	N/a

Quantity	*Asset Description:*	*Status:*

House Unit C (Type 'B')

First Floor

HC F 001	Staff Room, House	***No. of Room Type =*** **5**
1	vertical blinds	Fixed
1	PC desktop - office spec	Loose
3	games XBOX	Locked in Storage
1	microsoft XBOX	Locked in Storage
1	kettle jug - electric	Locked in Storage
1	Suitable Cutlery & Crockery Items	Locked in Storage
1	carpets - office	Fixed
8	chair - easy	Free-Standing
1	Clock, Wall	Caged
1	hat & coat stand	Free-Standing
2	table- low coffee	Free-Standing
2	notice board	Fixed
1	telephone - handset	Loose
HC F 002	Toilet, Staff, 1 toilet, 1 basin	***No. of Room Type =*** **7**
1	toilet brush, plastic	Loose
1	hand dryer - wall mounted	Fixed
1	mirror - wall mounted (non-remove fix)	Fixed
1	soap dispenser - wall mounted	Fixed
1	toilet - vitreous china	Fixed
1	toilet roll holder - lockable	Fixed
1	washbasin - vitreous china	Fixed
HC F 003	Bathroom, 1 bath, House	***No. of Room Type =*** **3**
3	hooks- collapsable fixed to wall	Fixed
1	safe cell - bath special porcelain	Fixed
1	tap system - h&c touch button electronic	Fixed
HC F 004	Launderette c/w Store (Side by Side)	***No. of Room Type =*** **2**
1	Shelving, Single Entry Bay, 6 Shelves, H2100 x W900 x D400	Fixed
HC F 005	Room, Standard, 1 young person	***No. of Room Type =*** **80**
1	curtains, velcro fixing, fire-ret.145gsm	Fixed
1	carpets - room (stainfree, impervious)	Fixed
2	bed sheet cotton fire-ret	Loose
2	duvet cover cotton fire-retardant	Loose
1	duvet fire-retardant	Loose
1	mattress cover fire-retardant	Loose
1	mattress fire-retardant foam not-sprung	Loose
2	pillow case cotton fire-retardant	Loose
1	pillow foam filled fire-retardant	Loose
3	hooks- collapsable fixed to wall	Fixed
1	safe cell - bed/bench fire-retardant	Fixed
1	safe cell - desk unit fire-retardant	Fixed
1	safe cell - stool fire-retardant	Free-Standing
1	safe cell - storage unit fire-retardant	Fixed
1	safe cell - TV bracket	Fixed
2	safe cell - vanity mirror	Fixed
1	waste bin - plastic	Loose
1	pre mixed water system - touch button	Fixed

Quantity	Asset Description:	Status:
1	safe cell - shower head (anti-ligature)	Fixed
1	safe cell - vanity unit	Fixed
1	safe cell - wc unit bolted to floor	Fixed
1	tap system - h&c touch button electronic	Fixed
2	bath towel - cotton	Loose
2	flannel - cotton	Loose
HC F 006	Room, Standard, 1 young person	***No. of Room Type =*** **80**
1	Fixtures, Fittings & Equipment as per Room HCF005	N/a
HC F 007	Room, Standard, 1 young person	***No. of Room Type =*** **80**
1	Fixtures, Fittings & Equipment as per Room HCF005	N/a
HC F 008	Room, Standard, 1 young person	***No. of Room Type =*** **80**
1	Fixtures, Fittings & Equipment as per Room HCF005	N/a
HC F 009	Corridor, House	***No. of Room Type =*** **20**
1	Fire Safety Equipment as required by the Fire Risk Assessment	N/a
1	Clock, Wall	Caged
HC F 010	Lounge & Dining Hall, House	***No. of Room Type =*** **14**
1	Fixtures, Fittings & Equipment as per Room HAF012	N/a
HC F 011	Interview / Quiet Room, House	***No. of Room Type =*** **10**
1	Fixtures, Fittings & Equipment as per Room HAF014	N/a
HC F 012	Kitchen, House (Cater for Max 8+4)	***No. of Room Type =*** **10**
1	Fixtures, Fittings & Equipment as per Room HAF013	N/a
HC F 013	Room, Standard, 1 young person	***No. of Room Type =*** **80**
1	Fixtures, Fittings & Equipment as per Room HCF005	N/a
HC F 014	Room, Standard, 1 young person	***No. of Room Type =*** **80**
1	Fixtures, Fittings & Equipment as per Room HCF005	N/a
HC F 015	Room, Standard, 1 young person	***No. of Room Type =*** **80**
1	Fixtures, Fittings & Equipment as per Room HCF005	N/a
HC F 016	Room, Standard, 1 young person	***No. of Room Type =*** **80**
1	Fixtures, Fittings & Equipment as per Room HCF005	N/a
HC F 017	Corridor, House	***No. of Room Type =*** **20**
1	Fire Safety Equipment as required by the Fire Risk Assessment	N/a
1	Clock, Wall	Caged
1	Telephone, Trainee c/w Acoustic Hood	Fixed
HC F 018	Dayroom	***No. of Room Type =*** **4**
2	chair- lounge	Fixed
2	sofa - 2 seater	Fixed
2	table - round coffee	Fixed
1	Clock, Wall	Caged
2	Storage Unit, Lockable	Free-Standing
1	Security Equipment as per Schedule 'A'	N/a
1	Suitable Sport & Leisure Equipment Items as required	Locked in Storage
1	trolley - TV & VCR lockable	Free-Standing
1	TV - colour 25"	Loose
1	VCR	Loose

Quantity	*Asset Description:*	*Status:*
HC F 019	Airing / Boot Room & Store	***No. of Room Type =*** **2**
2	Shelving, Single Entry Bay, 6 Shelves, H2100 x W900 x D400	Fixed
HC F 020	Landing	***No. of Room Type =*** **7**
0	No Fixtures, Fittings or Equipment Required	N/a
HC F 021	Store, Cleaners	***No. of Room Type =*** **3**
1	Shelving, Single Entry Bay, 6 Shelves, H2100 x W900 x D400	Fixed
HC F 022	Dayroom	***No. of Room Type =*** **4**
4	chair- lounge	Fixed
2	sofa - 2 seater	Fixed
2	table - round coffee	Fixed
1	Clock, Wall	Caged
2	Storage Unit, Lockable	Free-Standing
1	Security Equipment as per Schedule 'A'	N/a
1	Suitable Sport & Leisure Equipment Items as required	Locked in Storage
1	trolley - TV & VCR lockable	Free-Standing
1	TV - colour 25"	Loose
1	VCR	Loose
HC F 023	Room, Standard, 1 young person	***No. of Room Type =*** **80**
1	Fixtures, Fittings & Equipment as per Room HCF005	N/a
HC F 024	Room, Standard, 1 young person	***No. of Room Type =*** **80**
1	Fixtures, Fittings & Equipment as per Room HCF005	N/a
HC F 025	Room, Standard, 1 young person	***No. of Room Type =*** **80**
1	Fixtures, Fittings & Equipment as per Room HCF005	N/a
HC F 026	Room, Standard, 1 young person	***No. of Room Type =*** **80**
1	Fixtures, Fittings & Equipment as per Room HCF005	N/a
HC F 027	Corridor, House	***No. of Room Type =*** **20**
1	Fire Safety Equipment as required by the Fire Risk Assessment	N/a
1	Clock, Wall	Caged
1	Telephone, Trainee c/w Acoustic Hood	Fixed
HC F 028	Interview / Quiet Room, House	***No. of Room Type =*** **10**
1	Fixtures, Fittings & Equipment as per Room HAF014	N/a
HC F 029	Kitchen, House (Cater for Max 8+4)	***No. of Room Type =*** **10**
1	Fixtures, Fittings & Equipment as per Room HAF013	N/a
HC F 030	Lounge & Dining Hall, House	***No. of Room Type =*** **14**
1	Fixtures, Fittings & Equipment as per Room HAF012	N/a
HC F 031	Room, Standard, 1 young person	***No. of Room Type =*** **80**
1	Fixtures, Fittings & Equipment as per Room HCF005	N/a
HC F 032	Room, Standard, 1 young person	***No. of Room Type =*** **80**
1	Fixtures, Fittings & Equipment as per Room HCF005	N/a
HC F 033	Room, Standard, 1 young person	***No. of Room Type =*** **80**
1	Fixtures, Fittings & Equipment as per Room HCF005	N/a
HC F 034	Room, Standard, 1 young person	***No. of Room Type =*** **80**
1	Fixtures, Fittings & Equipment as per Room HCF005	N/a

Quantity	Asset Description:	Status:
HC F 035	Corridor, House	***No. of Room Type =*** **20**
1	Fire Safety Equipment as required by the Fire Risk Assessment	N/a
1	Clock, Wall	Caged
HC F 036	Airing / Boot Room	***No. of Room Type =*** **6**
1	Shelving, Single Entry Bay, 6 Shelves, H2100 x W900 x D400	Fixed
HC F 037	Launderette c/w Store (Double Stacked)	***No. of Room Type =*** **6**
1	Shelving, Single Entry Bay, 6 Shelves, H2100 x W900 x D400	Fixed
1	ironing board	Locked in Storage
8	laundry bag	Loose
1	steam iron	Locked in Storage
1	plinths & hoses	Fixed
1	tumble dryer - 25lb	Caged
1	washing machine - 16lb standard	Caged
HC F 038	Store, House (Large)	***No. of Room Type =*** **2**
8	Shelving, Single Entry Bay, 6 Shelves, H2100 x W900 x D400	Fixed
HC F 039	Landing	***No. of Room Type =*** **7**
0	No Fixtures, Fittings or Equipment Required	N/a
HC F 040	Stairwell to Plant Room in House Roofspace	***No. of Room Type =*** **3**
0	No Fixtures, Fittings or Equipment Required	N/a

Ground Floor

HC 001	Bin Storage Area	***No. of Room Type =*** **5**
2	dustbin - plastic 94ltr BS4998	Loose
1	refuse sacks (200)	Loose
HC 002	Vestibule inc. Stairwell, Ground Floor	***No. of Room Type =*** **6**
1	Fire Safety Equipment as required by the Fire Risk Assessment	N/a
1	Clock, Wall	Caged
HC 003	Store, House	***No. of Room Type =*** **3**
4	Shelving, Single Entry Bay, 6 Shelves, H2100 x W900 x D400	Fixed
HC 004	Room, Standard, 1 young person	***No. of Room Type =*** **80**
1	Fixtures, Fittings & Equipment as per Room HCF005	N/a
HC 005	Room, Standard, 1 young person	***No. of Room Type =*** **80**
1	Fixtures, Fittings & Equipment as per Room HCF005	N/a
HC 006	Room, Standard, 1 young person	***No. of Room Type =*** **80**
1	Fixtures, Fittings & Equipment as per Room HCF005	N/a
HC 007	Room, Standard, 1 young person	***No. of Room Type =*** **80**
1	Fixtures, Fittings & Equipment as per Room HCF005	N/a
HC 008	Corridor, House	***No. of Room Type =*** **20**
1	Fire Safety Equipment as required by the Fire Risk Assessment	N/a
1	Clock, Wall	Caged
HC 009	Lounge & Dining Hall, House	***No. of Room Type =*** **14**
1	Fixtures, Fittings & Equipment as per Room HAF012	N/a
HC 010	Kitchen, House (Cater for Max 8+4)	***No. of Room Type =*** **10**
1	Fixtures, Fittings & Equipment as per Room HAF013	N/a

Quantity	Asset Description:	Status:
HC 011	Interview / Quiet Room, House	***No. of Room Type =*** **10**
1	Fixtures, Fittings & Equipment as per Room HAF014	N/a
HC 012	Room, Standard, 1 young person	***No. of Room Type =*** **80**
1	Fixtures, Fittings & Equipment as per Room HCF005	N/a
HC 013	Room, Standard, 1 young person	***No. of Room Type =*** **80**
1	Fixtures, Fittings & Equipment as per Room HCF005	N/a
HC 014	Room, Standard, 1 young person	***No. of Room Type =*** **80**
1	Fixtures, Fittings & Equipment as per Room HCF005	N/a
HC 015	Room, Standard, 1 young person	***No. of Room Type =*** **80**
1	Fixtures, Fittings & Equipment as per Room HCF005	N/a
HC 016	Corridor, House	***No. of Room Type =*** **20**
1	Fire Safety Equipment as required by the Fire Risk Assessment	N/a
1	Clock, Wall	Caged
HC 017	Airing / Boot Room	***No. of Room Type =*** **6**
1	Shelving, Single Entry Bay, 6 Shelves, H2100 x W900 x D400	Fixed
HC 018	Launderette c/w Store (Double Stacked)	***No. of Room Type =*** **6**
1	Shelving, Single Entry Bay, 6 Shelves, H2100 x W900 x D400	Fixed
1	ironing board	Locked in Storage
8	laundry bag	Loose
1	steam iron	Locked in Storage
1	plinths & hoses	Fixed
1	tumble dryer - 25lb	Caged
1	washing machine - 16lb standard	Caged
HC 019	Vestibule inc. Stairwell, Ground Floor	***No. of Room Type =*** **6**
1	Fire Safety Equipment as required by the Fire Risk Assessment	N/a
1	Clock, Wall	Caged
1	Telephone, Trainee c/w Acoustic Hood	Fixed
HC 020	Bin Storage Area	***No. of Room Type =*** **5**
2	dustbin - plastic 94ltr BS4998	Loose
1	refuse sacks (200)	Loose
HC 021	Launderette c/w Boot Store (Double Stacked)	***No. of Room Type =*** **5**
1	Shelving, Single Entry Bay, 6 Shelves, H2100 x W900 x D400	Fixed
1	ironing board	Locked in Storage
8	laundry bag	Loose
1	steam iron	Locked in Storage
1	plinths & hoses	Fixed
1	tumble dryer - 25lb	Caged
1	washing machine - 16lb standard	Caged
HC 022	Kitchen, House (Cater for Max 4+2)	***No. of Room Type =*** **4**
1	Fixtures, Fittings & Equipment as per Room HAF021	N/a
HC 023	Lounge & Dining Hall, House	***No. of Room Type =*** **14**
1	Fixtures, Fittings & Equipment as per Room HAF012	N/a
HC 024	Room, Standard, 1 young person	***No. of Room Type =*** **80**
1	Fixtures, Fittings & Equipment as per Room HCF005	N/a

Quantity	Asset Description:	Status:
HC 025	Room, Standard, 1 young person	***No. of Room Type =*** **80**
1	Fixtures, Fittings & Equipment as per Room HCF005	N/a
HC 026	Room, Standard, 1 young person	***No. of Room Type =*** **80**
1	Fixtures, Fittings & Equipment as per Room HCF005	N/a
HC 027	Room, Standard, 1 young person	***No. of Room Type =*** **80**
1	Fixtures, Fittings & Equipment as per Room HCF005	N/a
HC 028	Corridor, House	***No. of Room Type =*** **20**
0	No Fixtures, Fittings or Equipment Required	N/a
HC 029	Interview / Quiet Room, House	***No. of Room Type =*** **10**
1	vertical blinds	Fixed
10	chair- lounge	Fixed
2	table - round coffee	Fixed
1	Clock, Wall	Caged
1	telephone - handset	Loose
HC 030	Kitchen, House (Cater for Max 8+4)	***No. of Room Type =*** **10**
1	Fixtures, Fittings & Equipment as per Room HAF013	N/a
HC 031	Lounge & Dining Hall, House	***No. of Room Type =*** **14**
1	Fixtures, Fittings & Equipment as per Room HAF012	N/a
HC 032	Room, Standard, 1 young person	***No. of Room Type =*** **80**
1	Fixtures, Fittings & Equipment as per Room HCF005	N/a
HC 033	Room, Standard, 1 young person	***No. of Room Type =*** **80**
1	Fixtures, Fittings & Equipment as per Room HCF005	N/a
HC 034	Room, Standard, 1 young person	***No. of Room Type =*** **80**
1	Fixtures, Fittings & Equipment as per Room HCF005	N/a
HC 035	Room, Standard, 1 young person	***No. of Room Type =*** **80**
1	Fixtures, Fittings & Equipment as per Room HCF005	N/a
HC 036	Corridor, House	***No. of Room Type =*** **20**
1	Fire Safety Equipment as required by the Fire Risk Assessment	N/a
1	Clock, Wall	Caged
HC 037	Airing / Boot Room	***No. of Room Type =*** **6**
1	Shelving, Single Entry Bay, 6 Shelves, H2100 x W900 x D400	Fixed
HC 038	Launderette c/w Store (Double Stacked)	***No. of Room Type =*** **6**
1	Shelving, Single Entry Bay, 6 Shelves, H2100 x W900 x D400	Fixed
HC 039	Staff Room, House	***No. of Room Type =*** **5**
1	vertical blinds	Fixed
1	PC desktop - office spec	Loose
3	games XBOX	Locked in Storage
1	microsoft XBOX	Locked in Storage
1	kettle jug - electric	Locked in Storage
1	Suitable Cutlery & Crockery Items	Locked in Storage
1	carpets - office	Fixed
8	chair - easy	Free-Standing
1	Clock, Wall	Caged
1	hat & coat stand	Free-Standing

Quantity	Asset Description:	Status:
2	table- low coffee	Free-Standing
2	notice board	Fixed
1	telephone - handset	Loose

HC 040 Toilet, Staff, 1 toilet, 1 basin — *No. of Room Type* = **7**

1	toilet brush, plastic	Loose
1	hand dryer - wall mounted	Fixed
1	mirror - wall mounted (non-remove fix)	Fixed
1	soap dispenser - wall mounted	Fixed
1	toilet - vitreous china	Fixed
1	toilet roll holder - lockable	Fixed
1	washbasin - vitreous china	Fixed

HC 041 Services Riser — *No. of Room Type* = **13**

0	Assets as per Schedule 'A'	N/a

Roof Space

HC 002 Plant Room — *No. of Room Type* = **14**

0	Assets as per Schedule 'A'	N/a

HC 003 Plant Room — *No. of Room Type* = **14**

0	Assets as per Schedule 'A'	N/a

HC 004 Plant Room — *No. of Room Type* = **14**

0	Assets as per Schedule 'A'	N/a

HC 005 Stairwell — *No. of Room Type* = **21**

0	No Fixtures, Fittings or Equipment Required	N/a

Quantity	Asset Description:	Status:

Learning Building

First Floor

LB F 001	Staff Resources Room	*No. of Room Type =* **1**
1	vertical blinds	Fixed
1	chilled water dispenser	Fixed
1	kettle jug - electric	Locked in Storage
1	Suitable Cutlery & Crockery Items	Locked in Storage
1	carpets - office	Fixed
8	chair - easy	Free-Standing
1	Clock, Wall	Fixed
1	hat & coat stand	Free-Standing
2	table- low coffee	Free-Standing
2	notice board	Fixed
1	telephone - handset	Loose
LB F 002	Toilet, Vestible	*No. of Room Type =* **5**
0	No Fixtures, Fittings or Equipment Required	N/a
LB F 002A	Toilet, Staff 1 Toilet	*No. of Room Type =* **1**
1	toilet brush, plastic	Loose
1	hand dryer - wall mounted	Fixed
1	mirror - wall mounted (non-remove fix)	Fixed
1	soap dispenser - wall mounted	Fixed
1	toilet - vitreous china	Fixed
1	toilet roll holder - lockable	Fixed
1	washbasin - vitreous china	Fixed
LB F 003	Dentist	*No. of Room Type =* **1**
1	Amalgam Mixer	Fixed
1	Autoclave, Steam, SES2000	Fixed
1	Belmont Clean Water System	Fixed
1	Belmont Voyager II Chair Package, c/w Suction Manifold	Fixed
1	Belmont Voyager Non-Slip Mat & Tray	Free-Standing
1	Cabinetry, Praxis, inc Sinks	Fixed
1	Curing Light Unit	Fixed
1	dental - unit multi services terminal	Fixed
1	Durr Spittoon Valve & Fitting Kit	Fixed
1	Durr Suction System c/w Motor / Control Box / Cleaning Kit	Fixed
1	Emergency Drugs Kit	Locked in Storage
1	Emergency Resusitation Kit	Locked in Storage
1	Fibre Optic Kit, Single Outlet, Built-In, c/w 1 Hose	Fixed
1	Gendex Oralix X-ray Machine, Wall Mounted	Fixed
1	Gendex Visualix Digital Imaging System Size 0	Free-Standing
1	High Speed Air-Rotar, Triple Pack, Turbines inc. Coupling	Loose
1	Murray Advance Nurses Stool, Non-Tilt, c/w Foot Ring	Free-Standing
1	Murray Advance Surgeon Stool, c/w Tilt Action	Free-Standing
1	Satelec Scaler, Built-In	Fixed
1	Ultrasonic Bath Cleaning Kit	Loose
1	Ultrasonic Bath, c/w Timer	Fixed
1	Ultrasonic Scaler, 2-3/4 Hole	Locked in Storage
1	dispenser - paper towel	Fixed
1	dispenser - soap	Fixed

Quantity	Asset Description:	Status:
1	disposable glove dispenser	Fixed
1	flowmeter -O2 (piped gas)	Fixed
1	outlet - medical comp air	Fixed
1	outlet - medical oxygen	Fixed
1	outlet - medical vacuum	Fixed
1	sack holder - metal	Fixed
1	trolley - dressing/instrument - s/s	Free-Standing
1	vacuum controller	Fixed
1	x-ray illuminator - wall mounted	Fixed
1	medical - notice board	Fixed
2	medical - worktop (washable)	Fixed
1	tap - mixer double lever swivel	Fixed
1	washbasin - hospital style (vitri china)	Fixed
2	chair - no arms (visitors)	Free-Standing
1	chair - medium back, no arms (admin)	Free-Standing
1	Clock, Wall	Caged
1	desk - radial workstation	Free-Standing
1	hat & coat stand	Free-Standing
1	pedestal - 2 dwr 600deep	Free-Standing
1	pedestal - 3 dwr 800deep	Free-Standing
1	side filer - 3 dwr	Free-Standing
1	stationery - desk pack	Loose
LB F 003A	Store, Dentist	***No. of Room Type =*** **1**
1	Anaesthetics & Needles	Locked in Storage
1	Dental Health	Locked in Storage
1	Endodontics	Locked in Storage
1	Filing Material & Accessories	Locked in Storage
1	Impression Materials	Locked in Storage
1	Medicaments	Locked in Storage
1	Paper Products & Sundries	Locked in Storage
1	Pins & Posts	Locked in Storage
1	Rotary Instruments	Locked in Storage
1	Sterilisation & Hygiene	Locked in Storage
1	Surgical	Locked in Storage
1	Temporary Crowns	Locked in Storage
1	X-Ray	Locked in Storage
1	Bambi Breathing Air Filter	Fixed
1	Bambi Oiled Compressor	Fixed
4	Shelving, Single Entry Bay, 6 Shelves, H2100 x W900 x D400	Fixed
LB F 004	Classroom 1, Academic (Max 8 Young Persons)	***No. of Room Type =*** **1**
4	cupboard - tambour side opening	Free-Standing
8	Desks and Chairs, specification to be agreed, for 8 persons	To Be Agreed
1	Education Supplies & Equipment as required	Locked in Storage
1	carpets - room (stainfree, impervious)	Fixed
1	white board - wall mounted	Fixed
1	Clock, Wall	Caged
LB F 005	Store, Classroom, Small	***No. of Room Type =*** **2**
3	Shelving, Single Entry Bay, 6 Shelves, H2100 x W900 x D400	Fixed
1	overhead projector	Free-Standing
1	trolley - overhead projector	Free-Standing
1	telephone - handset	Loose

Quantity	*Asset Description:*	*Status:*
LB F 006	Store, Classroom, Small	***No. of Room Type =*** **2**
2	Shelving, Single Entry Bay, 6 Shelves, H2100 x W900 x D400	Fixed
1	overhead projector	Free-Standing
1	trolley - overhead projector	Free-Standing
1	telephone - handset	Loose
LB F 006A	Services Riser	***No. of Room Type =*** **13**
0	Assets as per Schedule 'A'	N/a
LB F 007	Toilet, 1 toilet, 1 basin	***No. of Room Type =*** **12**
1	hand dryer - wall mounted	Fixed
1	mirror - wall mounted (non-remove fix)	Fixed
1	soap dispenser - wall mounted	Fixed
1	toilet - vitreous china	Fixed
1	toilet roll holder - lockable	Fixed
1	washbasin - vitreous china	Fixed
LB F 008	Classroom 2, Academic (Max 8 Young Persons)	***No. of Room Type =*** **1**
4	cupboard - tambour side opening	Free-Standing
8	Desks and Chairs, specification to be agreed, for 8 persons	To Be Agreed
1	Education Supplies & Equipment as required	Locked in Storage
1	carpets - room (stainfree, impervious)	Fixed
1	white board - wall mounted	Fixed
1	Clock, Wall	Caged
LB F 010	Classroom 3, IT (Max 6 Young Persons)	***No. of Room Type =*** **1**
7	PC desktop - young person spec	Loose
1	printer - HP laserjet 4100DTN 4+	Loose
4	cupboard - tambour side opening	Free-Standing
7	Desks and Chairs, specification to be agreed, for 8 persons	To Be Agreed
1	Education Supplies & Equipment as required	Locked in Storage
1	carpets - room (stainfree, impervious)	Fixed
1	white board - wall mounted	Fixed
1	Clock, Wall	Caged
LB F 011	Toilet, 1 toilet, 1 basin	***No. of Room Type =*** **12**
1	Fixtures, Fittings & Equipment as per Room LBF007	N/a
LB F 012	Store, Classroom, Medium	***No. of Room Type =*** **3**
3	Shelving, Single Entry Bay, 6 Shelves, H2100 x W900 x D400	Fixed
1	overhead projector	Free-Standing
1	trolley - overhead projector	Free-Standing
1	telephone - handset	Loose
LB F 012A	Services Riser	***No. of Room Type =*** **13**
0	Assets as per Schedule 'A'	N/a
LB F 013	Breakout / Interview Room	***No. of Room Type =*** **2**
1	vertical blinds	Fixed
8	chair- lounge	Fixed
1	carpets - office	Fixed
1	carpets - room (stainfree, impervious)	Fixed
LB F 014	Classroom 4, Academic (Max 8 Young Persons)	***No. of Room Type =*** **1**
4	cupboard - tambour side opening	Free-Standing
8	Desks and Chairs, specification to be agreed, for 8 persons	To Be Agreed

Quantity	Asset Description:	Status:
1	Education Supplies & Equipment as required	Locked in Storage
1	carpets - room (stainfree, impervious)	Fixed
1	white board - wall mounted	Fixed
1	Clock, Wall	Caged
LB F 016	Store, Classroom, Large+	***No. of Room Type =*** **3**
4	Shelving, Single Entry Bay, 6 Shelves, H2100 x W900 x D400	Fixed
1	overhead projector	Free-Standing
1	trolley - overhead projector	Free-Standing
1	telephone - handset	Loose
LB F 017	Classroom 5, Academic (Max 8 Young Persons)	***No. of Room Type =*** **2**
4	cupboard - tambour side opening	Free-Standing
8	Desks and Chairs, specification to be agreed, for 8 persons	To Be Agreed
1	Education Supplies & Equipment as required	Locked in Storage
1	carpets - room (stainfree, impervious)	Fixed
1	white board - wall mounted	Fixed
1	Clock, Wall	Caged
LB F 018	Interview Room	***No. of Room Type =*** **1**
4	chair- lounge	Fixed
1	table - round coffee	Fixed
1	carpets - room (stainfree, impervious)	Fixed
1	white board - wall mounted	Fixed
1	Clock, Wall	Caged
1	telephone - handset	Loose
LB F 018A	Store, General	***No. of Room Type =*** **2**
3	Shelving, Single Entry Bay, 6 Shelves, H2100 x W900 x D400	Fixed
LB F 019	Chapel	***No. of Room Type =*** **1**
4	vertical blinds	Fixed
2	Clock, Wall	Caged
1	advent wreath - wrought iron	Loose
1	altar - oak 6'	Fixed
2	altar candlestick holder - 9"	Loose
2	altar cloth - plain irish linen	Loose
1	altar crucifix - brass 18"	Loose
1	altar curtain screen	Free-Standing
1	altar dust cover	Loose
1	brass brush sprinkler	Loose
1	candle extinguisher - brass 25"	Loose
1	celebrant's chair	Free-Standing
50	chair - stacking polyprop	Free-Standing
2	chalice - silver plated 6"	Loose
8	chasuble & stole set - shantung	Loose
1	ciborium - silver plated	Loose
2	co-celebrant's/server's chair	Free-Standing
24	communion "tot" cup - crystal glass	Loose
1	communion cup filler	Loose
1	communion tray - wooden (24 cups)	Loose
6	corporal - hand embroided linen	Loose
2	cotta - traditional cotton	Loose
2	credence table - oak	Fixed
1	crib set - 11 figure c/w stable	Loose

Quantity	Asset Description:	Status:
1	crucifix - 28" durable resin	Loose
2	cruet set c/w tray - silver plated	Loose
1	holy water vat - brass 5.5" dia	Loose
2	hymn board - 4/5 tier oak	Fixed
2	hymn bookcase - oak	Fixed
6	lavabo - hand embroided linen	Loose
2	lavabo bowl - 5" dia silver plated	Loose
1	lectern - altar oak	Fixed
1	lectern - oak	Fixed
1	missal stand - oak hinged	Free-Standing
3	modern priedieux c/w book shelf	Free-Standing
4	pall - hand embroided linen	Loose
1	paschal candle - 2"x30"	Loose
1	paschal candlestick holder - 54" oak	Free-Standing
2	paten well - silver plated 4"	Loose
1	peoples wafers - 250	Loose
3	priests alb - traditional cotton	Loose
12	purifactor - hand embroided linen	Loose
1	roman lectionaires (book)	Loose
1	roman missal (book)	Loose
1	roman ritual (book)	Loose
1	sanctuary bell - 4 chime brass	Loose
1	table font - oak c/w s/s bowl	Free-Standing
2	temple altar wine - non alc. 12 bottles	Loose
1	upright organ	Fixed
1	vestment press	Fixed
2	wafer box - silver plated	Loose
1	water stoup - oak c/w s/s bowl	Free-Standing
1	wooden cover for communion tray	Loose
1	fixed security camera	Fixed
LB F 022	Office, Chaplain	***No. of Room Type =*** **1**
1	vertical blinds	Fixed
1	PC desktop - office spec	Loose
1	printer - HP laserjet 2200DN 1-2	Loose
1	carpets - office	Fixed
2	chair - no arms (visitors)	Free-Standing
1	chair - medium back, no arms (admin)	Free-Standing
1	Clock, Wall	Caged
1	desk - radial workstation	Free-Standing
1	hat & coat stand	Free-Standing
1	pedestal - 2 dwr 600deep	Free-Standing
1	pedestal - 3 dwr 800deep	Free-Standing
1	side filer - 3 dwr	Free-Standing
1	waste paper bin	Loose
1	stationery - desk pack	Loose
1	telephone - handset	Loose
LB F 023	Toilet, 1 toilet, 1 basin	***No. of Room Type =*** **12**
1	Fixtures, Fittings & Equipment as per Room LBF007	N/a
LB F 024	Lobby inc. Stairwell, First Floor	***No. of Room Type =*** **1**
1	Fire Safety Equipment as required by the Fire Risk Assessment	N/a
1	Clock, Wall	Caged

Quantity	Asset Description:	Status:
LB F 025	Store, Classroom, Large+	***No. of Room Type =*** **3**
2	Shelving, Single Entry Bay, 6 Shelves, H2100 x W900 x D400	Fixed
1	overhead projector	Free-Standing
1	trolley - overhead projector	Free-Standing
1	telephone - handset	Loose
LB F 026	Lift	***No. of Room Type =*** **4**
0	Assets as per Schedule 'A'	N/a
LB F 027	Classroom 7, Numeracy (Max 8 Young Persons)	***No. of Room Type =*** **1**
1	Whiteboard, Interactive	Fixed
4	cupboard - tambour side opening	Free-Standing
8	Desks and Chairs, specification to be agreed, for 8 persons	To Be Agreed
1	Education Supplies & Equipment as required	Locked in Storage
1	carpets - room (stainfree, impervious)	Fixed
1	white board - wall mounted	Fixed
1	Clock, Wall	Caged
LB F 028	Store, Classroom, Medium	***No. of Room Type =*** **3**
4	Shelving, Single Entry Bay, 6 Shelves, H2100 x W900 x D400	Fixed
1	overhead projector	Free-Standing
1	trolley - overhead projector	Free-Standing
1	telephone - handset	Loose
LB F 029	Store, Classroom, Large+	***No. of Room Type =*** **3**
5	Shelving, Single Entry Bay, 6 Shelves, H2100 x W900 x D400	Fixed
1	overhead projector	Free-Standing
1	trolley - overhead projector	Free-Standing
1	telephone - handset	Loose
LB F 030	Store, Cleaners	***No. of Room Type =*** **3**
1	Shelving, Single Entry Bay, 6 Shelves, H2100 x W900 x D400	Fixed
2	toilet brush, plastic	Loose
LB F 031	Stairwell	***No. of Room Type =*** **21**
0	No Fixtures, Fittings or Equipment Required	N/a
LB F 034	Classroom 6, Literacy (Max 8 Young Persons)	***No. of Room Type =*** **1**
1	Whiteboard, Interactive	Fixed
4	cupboard - tambour side opening	Free-Standing
8	Desks and Chairs, specification to be agreed, for 8 persons	To Be Agreed
1	Education Supplies & Equipment as required	Locked in Storage
1	carpets - room (stainfree, impervious)	Fixed
1	white board - wall mounted	Fixed
1	Clock, Wall	Caged
LB F 036	Store, Therapy Room	***No. of Room Type =*** **1**
2	Shelving, Single Entry Bay, 6 Shelves, H2100 x W900 x D400	Fixed
LB F 038	Therapist Room	***No. of Room Type =*** **1**
1	vertical blinds	Fixed
1	PC desktop - office spec	Loose
1	carpets - office	Fixed
1	white board - wall mounted	Fixed
4	chair - no arms (visitors)	Free-Standing
1	chair - medium back, no arms (admin)	Free-Standing

Quantity	*Asset Description:*	*Status:*
1	Clock, Wall	Caged
1	cupboard - high Tambour	Free-Standing
1	desk - radial workstation	Free-Standing
1	hat & coat stand	Free-Standing
1	pedestal - 2 dwr 600deep	Free-Standing
1	pedestal - 3 dwr 800deep	Free-Standing
1	side filer - 3 dwr	Free-Standing
1	table - round meeting	Free-Standing
1	waste paper bin	Loose
1	stationery - desk pack	Loose
1	telephone - handset	Loose
LB F 039	Stairwell	***No. of Room Type =*** **21**
0	No Fixtures, Fittings or Equipment Required	N/a
LB F 039A	Stairwell to Plant Room in House Roofspace	***No. of Room Type =*** **3**
0	No Fixtures, Fittings or Equipment Required	N/a
LB F 040	Educational Pyschologist	***No. of Room Type =*** **1**
1	vertical blinds	Fixed
1	PC desktop - office spec	Loose
1	printer - HP laserjet 2200DN 1-2	Loose
1	carpets - office	Fixed
1	white board - wall mounted	Fixed
4	chair - no arms (visitors)	Free-Standing
1	chair - medium back, no arms (admin)	Free-Standing
1	Clock, Wall	Caged
1	cupboard - high Tambour	Free-Standing
1	desk - radial workstation	Free-Standing
1	hat & coat stand	Free-Standing
1	pedestal - 2 dwr 600deep	Free-Standing
1	pedestal - 3 dwr 800deep	Free-Standing
1	side filer - 3 dwr	Free-Standing
1	table - round meeting	Free-Standing
1	waste paper bin	Loose
1	stationery - desk pack	Loose
1	telephone - handset	Loose
LB F 041	Office, Managers	***No. of Room Type =*** **1**
1	vertical blinds	Fixed
1	PC laptop - entry level	Loose
1	printer - HP laserjet 2200DN 1-2	Loose
1	carpets - office	Fixed
1	fax machine - canon L280 p/p	Free-Standing
1	white board - wall mounted	Fixed
2	chair - no arms (visitors)	Free-Standing
1	chair - high back, hoop arms (Mgr)	Free-Standing
1	Clock, Wall	Caged
1	desk - radial workstation	Free-Standing
1	pedestal - 2 dwr 600deep	Free-Standing
1	pedestal - 3 dwr 800deep	Free-Standing
2	side filer - 3 dwr	Free-Standing
1	waste paper bin	Loose
1	stationery - desk pack	Loose

Quantity	Asset Description:	Status:
1	telephone - handset	Loose
LB F 042	Office, Administration, LC	***No. of Room Type =*** **1**
1	vertical blinds	Fixed
2	PC desktop - office spec	Loose
1	printer - HP laserjet 2200DN 1-2	Loose
1	carpets - office	Fixed
1	fax machine - canon L280 p/p	Free-Standing
2	photocopier - high volume	Free-Standing
1	shredder - heavy duty	Free-Standing
1	white board - wall mounted	Fixed
2	chair - medium back, no arms (admin)	Free-Standing
1	Clock, Wall	Caged
2	cupboard - high Tambour	Free-Standing
2	desk - radial workstation	Free-Standing
1	hat & coat stand	Free-Standing
2	pedestal - 2 dwr 600deep	Free-Standing
2	pedestal - 3 dwr 800deep	Free-Standing
1	side filer - 3 dwr	Free-Standing
1	waste paper bin	Loose
2	stationery - desk pack	Loose
2	telephone - handset	Loose
LB F 043	Services Riser	***No. of Room Type =*** **13**
0	Assets as per Schedule 'A'	N/a
LB F 044	Store, Administration, LC	***No. of Room Type =*** **1**
2	Shelving, Single Entry Bay, 6 Shelves, H2100 x W900 x D400	Fixed
LB F 045	Corridor, Learning Centre, First	***No. of Room Type =*** **4**
1	Fire Safety Equipment as required by the Fire Risk Assessment	N/a
1	Clock, Wall	Caged
1	Security Equipment as per Schedule 'A'	N/a
LB F 046	Corridor, Learning Centre, First	***No. of Room Type =*** **4**
1	Fire Safety Equipment as required by the Fire Risk Assessment	N/a
1	Clock, Wall	Caged
1	Security Equipment as per Schedule 'A'	N/a
LB F 046A	Corridor, Learning Centre, First	***No. of Room Type =*** **4**
1	Clock, Wall	Caged
1	Security Equipment as per Schedule 'A'	N/a
LB F 047	Services Riser	***No. of Room Type =*** **13**
0	Assets as per Schedule 'A'	N/a
LB F 048	Corridor, Learning Centre, First	***No. of Room Type =*** **4**
0	No Fixtures, Fittings or Equipment Required	N/a

Ground Floor

LB 001	Gymnasium (Sports Hall)	***No. of Room Type =*** **1**
0	Assets as per Schedule 'A'	N/a
LB 002	Office, PE Staff	***No. of Room Type =*** **1**
1	vertical blinds	Fixed
1	PC desktop - office spec	Loose

Quantity	*Asset Description:*	*Status:*
1	Refrigerator	Fixed
1	Worktop c/w Sink	Fixed
1	carpets - office	Fixed
1	white board - wall mounted	Fixed
1	chair - medium back, no arms (admin)	Free-Standing
1	Clock, Wall	Caged
1	desk - radial workstation	Free-Standing
1	pedestal - 2 dwr 600deep	Free-Standing
1	pedestal - 3 dwr 800deep	Free-Standing
1	side filer - 3 dwr	Free-Standing
1	waste paper bin	Loose
1	stationery - desk pack	Loose
1	telephone - handset	Loose
LB 002A	Toilet, 1 toilet, 1 basin	***No. of Room Type =*** **12**
1	Fixtures, Fittings & Equipment as per Room LBF007	N/a
LB 002B	Toilet, Vestible	***No. of Room Type =*** **5**
0	No Fixtures, Fittings or Equipment Required	N/a
LB 003	Changing Rooms for Gym, (Max 10 Young Persons)	***No. of Room Type =*** **1**
10	Lockers, 2 Compartments c/w Seating	Fixed
10	safe cell - vanity mirror	Fixed
LB 003A	Toilet, 1 toilet, 1 basin	***No. of Room Type =*** **12**
1	Fixtures, Fittings & Equipment as per Room LBF007	N/a
LB 004	Shower Room, 1 Shower	***No. of Room Type =*** **3**
15	hooks- collapsable fixed to wall	Fixed
1	pre mixed water system - touch button	Fixed
1	safe cell - shower head (anti-ligature)	Fixed
1	shower unit	Fixed
LB 004A	Cupboard, Cleaners	***No. of Room Type =*** **2**
0	No Fixtures, Fittings or Equipment Required	N/a
LB 006	Classroom 5, Academic (Max 8 Young Persons)	***No. of Room Type =*** **2**
4	cupboard - tambour side opening	Free-Standing
8	Desks and Chairs, specification to be agreed, for 8 persons	To Be Agreed
1	Education Supplies & Equipment as required	Locked in Storage
1	carpets - room (stainfree, impervious)	Fixed
1	white board - wall mounted	Fixed
1	Clock, Wall	Caged
LB 006A	Store, Classroom, Medium	***No. of Room Type =*** **3**
2	Shelving, Single Entry Bay, 6 Shelves, H2100 x W900 x D400	Fixed
1	overhead projector	Free-Standing
1	trolley - overhead projector	Free-Standing
1	telephone - handset	Loose
LB 007	Toilet, 1 toilet, 1 basin	***No. of Room Type =*** **12**
1	Fixtures, Fittings & Equipment as per Room LBF007	N/a
LB 008	Store, Garden	***No. of Room Type =*** **1**
2	Shelving, Single Entry Bay, 6 Shelves, H2100 x W900 x D400	Fixed
LB 008A	Services Riser	***No. of Room Type =*** **13**

Quantity	Asset Description:	Status:
0	Assets as per Schedule 'A'	N/a
LB 009	Toilet, Disabled, 1 toilet, 1 basin	***No. of Room Type =*** **4**
1	hand dryer - wall mounted	Fixed
1	mirror - wall mounted (non-remove fix)	Fixed
1	soap dispenser - wall mounted	Fixed
1	toilet - vitreous china	Fixed
1	toilet roll holder - lockable	Fixed
1	washbasin - vitreous china	Fixed
LB 010	Breakout / Interview Room	***No. of Room Type =*** **2**
1	vertical blinds	Fixed
2	table - 4 seat square bolted to floor	Fixed
1	carpets - room (stainfree, impervious)	Fixed
LB 011	Training Room 1, ART (Max 8 Young Persons)	***No. of Room Type =*** **1**
8	chair - stacking polyprop	Free-Standing
4	cupboard - tambour side opening	Free-Standing
8	desk - single	Free-Standing
1	Education Supplies & Equipment as required	Locked in Storage
1	white board - wall mounted	Fixed
1	Clock, Wall	Caged
LB 012	Office / Store, Teachers	***No. of Room Type =*** **2**
2	vertical blinds	Fixed
1	PC desktop - office spec	Loose
1	printer - HP laserjet 2200DN 1-2	Loose
9	Shelving, Single Entry Bay, 6 Shelves, H2100 x W900 x D400	Fixed
1	carpets - office	Fixed
1	chair - medium back, no arms (admin)	Free-Standing
1	Clock, Wall	Caged
1	desk - radial workstation	Free-Standing
1	pedestal - 2 dwr 600deep	Free-Standing
1	pedestal - 3 dwr 800deep	Free-Standing
1	side filer - 3 dwr	Free-Standing
1	waste paper bin	Loose
1	stationery - desk pack	Loose
1	telephone - handset	Loose
LB 014	Store, Vocation Room	***No. of Room Type =*** **2**
4	Shelving, Single Entry Bay, 6 Shelves, H2100 x W900 x D400	Fixed
LB 015	Office, Vocational Teacher	***No. of Room Type =*** **2**
1	vertical blinds	Fixed
1	PC desktop - office spec	Loose
1	printer - HP laserjet 2200DN 1-2	Loose
1	carpets - office	Fixed
1	chair - medium back, no arms (admin)	Free-Standing
1	Clock, Wall	Caged
1	desk - radial workstation	Free-Standing
1	pedestal - 2 dwr 600deep	Free-Standing
1	pedestal - 3 dwr 800deep	Free-Standing
1	side filer - 3 dwr	Free-Standing
1	waste paper bin	Loose
1	stationery - desk pack	Loose

Quantity	Asset Description:	Status:
1	telephone - handset	Loose
LB 016	Training Room 2, Food Technology (Max 4 Young Persons)	***No. of Room Type =*** **1**
1	Education Supplies & Equipment as required	Locked in Storage
5	Food Technology Station, specification to be finalised	Fixed
1	white board - wall mounted	Fixed
1	Clock, Wall	Caged
LB 017	Vocation Room 3, Resistant Materials Workshop (Max 4 YPs)	***No. of Room Type =*** **1**
4	Cabinet, Tool c/w Shadow Board, Lockable	Fixed
6	chair - stacking polyprop	Free-Standing
4	cupboard - tambour side opening	Free-Standing
1	Education Supplies & Equipment as required	Locked in Storage
4	Workbenches	Fixed
1	carpets - room (stainfree, impervious)	Fixed
1	white board - wall mounted	Fixed
1	Clock, Wall	Caged
LB 018	Office / Store, Teachers	***No. of Room Type =*** **2**
1	vertical blinds	Fixed
1	PC desktop - office spec	Loose
1	printer - HP laserjet 2200DN 1-2	Loose
1	carpets - office	Fixed
1	chair - medium back, no arms (admin)	Free-Standing
1	Clock, Wall	Caged
1	desk - radial workstation	Free-Standing
1	pedestal - 2 dwr 600deep	Free-Standing
1	pedestal - 3 dwr 800deep	Free-Standing
1	side filer - 3 dwr	Free-Standing
1	waste paper bin	Loose
1	stationery - desk pack	Loose
1	telephone - handset	Loose
LB 020	Store, Vocation Room	***No. of Room Type =*** **2**
4	Shelving, Single Entry Bay, 6 Shelves, H2100 x W900 x D400	Fixed
1	telephone - handset	Loose
LB 021	Office, Vocational Teacher	***No. of Room Type =*** **2**
1	vertical blinds	Fixed
1	PC desktop - office spec	Loose
1	printer - HP laserjet 2200DN 1-2	Loose
1	carpets - office	Fixed
1	chair - medium back, no arms (admin)	Free-Standing
1	Clock, Wall	Caged
1	desk - radial workstation	Free-Standing
1	pedestal - 2 dwr 600deep	Free-Standing
1	pedestal - 3 dwr 800deep	Free-Standing
1	side filer - 3 dwr	Free-Standing
1	waste paper bin	Loose
1	stationery - desk pack	Loose
1	telephone - handset	Loose
LB 022	Vocation Room 4, Mechanical Workshop (Max 4 Young Persons)	***No. of Room Type =*** **1**
4	Cabinet, Tool c/w Shadow Board, Lockable	Fixed
6	chair - stacking polyprop	Free-Standing

Quantity	Asset Description:	Status:
4	cupboard - tambour side opening	Free-Standing
1	Education Supplies & Equipment as required	Locked in Storage
4	Workbenches	Fixed
1	white board - wall mounted	Fixed
1	Clock, Wall	Caged
LB 023	Lobby	***No. of Room Type =*** **9**
0	No Fixtures, Fittings or Equipment Required	N/a
LB 023A	Stairwell	***No. of Room Type =*** **21**
0	No Fixtures, Fittings or Equipment Required	N/a
LB 024	Lift	***No. of Room Type =*** **4**
0	Assets as per Schedule 'A'	N/a
LB 026	Toilet, Disabled, 1 toilet, 1 basin	***No. of Room Type =*** **4**
1	hand dryer - wall mounted	Fixed
1	mirror - wall mounted (non-remove fix)	Fixed
1	soap dispenser - wall mounted	Fixed
1	toilet - vitreous china	Fixed
1	toilet roll holder - lockable	Fixed
1	washbasin - vitreous china	Fixed
LB 027	Cupboard, Cleaners	***No. of Room Type =*** **2**
1	Shelving, Single Entry Bay, 6 Shelves, H2100 x W900 x D400	Fixed
2	toilet brush, plastic	Loose
LB 029	Toilet, 1 toilet, 1 basin	***No. of Room Type =*** **12**
1	Fixtures, Fittings & Equipment as per Room LBF007	N/a
LB 030	Office, Librarian	***No. of Room Type =*** **1**
1	vertical blinds	Fixed
1	PC desktop - office spec	Loose
1	printer - HP laserjet 2200DN 1-2	Loose
4	Shelving, Single Entry Bay, 6 Shelves, H2100 x W900 x D400	Fixed
1	carpets - office	Fixed
1	photocopier - high volume	Free-Standing
1	chair - medium back, no arms (admin)	Free-Standing
1	Clock, Wall	Caged
1	desk - radial workstation	Free-Standing
1	pedestal - 2 dwr 600deep	Free-Standing
1	pedestal - 3 dwr 800deep	Free-Standing
1	side filer - 3 dwr	Free-Standing
1	waste paper bin	Loose
1	stationery - desk pack	Loose
1	telephone - handset	Loose
LB 031	Library	***No. of Room Type =*** **1**
2	vertical blinds	Fixed
4	PC desktop - young person spec	Loose
18	Shelving, Single Entry Bay, 7 Shelves, H2100 x W900 x D300	Fixed
1	books - assortment	Free-Standing
40	book supports	Fixed
4	trolley - library book	Free-Standing
1	atlas stand	Free-Standing
12	library - chairs	Free-Standing

Quantity	Asset Description:	Status:
3	library - tables	Free-Standing
1	library counter	Fixed
1	carpets - room (stainfree, impervious)	Fixed
1	Clock, Wall	Caged
LB 032	Store, General	*No. of Room Type =* **2**
2	Shelving, Single Entry Bay, 6 Shelves, H2100 x W900 x D400	Fixed
LB 033	Hobbies Room	*No. of Room Type =* **1**
8	chair - stacking polyprop	Free-Standing
4	cupboard - tambour side opening	Free-Standing
1	Education Supplies & Equipment as required	Locked in Storage
1	carpets - office	Fixed
1	white board - wall mounted	Fixed
1	Clock, Wall	Caged
1	stationery - desk pack	Loose
LB 034	Studio, Drama	*No. of Room Type =* **1**
0	Assets as per Schedule 'A'	N/a
1	Suitable Sport & Leisure Equipment Items as required	Locked in Storage
LB 036	Lobby	*No. of Room Type =* **9**
0	No Fixtures, Fittings or Equipment Required	N/a
LB 036A	Stairwell	*No. of Room Type =* **21**
0	No Fixtures, Fittings or Equipment Required	N/a
LB 036B	Electrical Distribution Point	*No. of Room Type =* **1**
0	Assets as per Schedule 'A'	N/a
LB 037	Studio, Aerobics	*No. of Room Type =* **1**
3	vertical blinds	Fixed
2	aerobic trainer	Fixed
2	airstepper - tornado	Fixed
4	bench - step-up 10"	Locked in Storage
10	lightweight gym mats - fire-retardant	Locked in Storage
2	rowing machine - chinook	Fixed
1	Clock, Wall	Caged
1	Suitable Sport & Leisure Equipment Items as required	Locked in Storage
LB 038	Store, Gymnasium	*No. of Room Type =* **1**
3	Shelving, Single Entry Bay, 3 Shelves, H2100 x W1800 x D900	Fixed
10	lightweight gym mats - fire-retardant	Locked in Storage
1	Suitable Sport & Leisure Equipment Items as required	Locked in Storage
LB 039	Services Riser	*No. of Room Type =* **13**
0	Assets as per Schedule 'A'	N/a
LB 040	Corridor, Learning Centre, Ground	*No. of Room Type =* **3**
1	Fire Safety Equipment as required by the Fire Risk Assessment	N/a
1	Water Fountain	Fixed
1	Clock, Wall	Caged
1	Security Equipment as per Schedule 'A'	N/a
LB 040A	Entrance, Gymnasium	*No. of Room Type =* **1**
0	No Fixtures, Fittings or Equipment Required	N/a

Quantity	Asset Description:	Status:
LB 041	Corridor, Learning Centre, Ground	***No. of Room Type =*** **3**
1	Fire Safety Equipment as required by the Fire Risk Assessment	N/a
1	Clock, Wall	Caged
1	Security Equipment as per Schedule 'A'	N/a
LB 041A	Entrance Lobby	***No. of Room Type =*** **2**
0	No Fixtures, Fittings or Equipment Required	N/a
LB 041B	Lobby	***No. of Room Type =*** **9**
0	No Fixtures, Fittings or Equipment Required	N/a
LB 042	Corridor, Learning Centre, Ground	***No. of Room Type =*** **3**
1	Fire Safety Equipment as required by the Fire Risk Assessment	N/a
1	Clock, Wall	Caged
1	Security Equipment as per Schedule 'A'	N/a

Roof Space

LB 001	Plant Room	***No. of Room Type =*** **14**
0	Assets as per Schedule 'A'	N/a
LB 002	Stairwell	***No. of Room Type =*** **21**
0	No Fixtures, Fittings or Equipment Required	N/a
LB 003	Plant Room	***No. of Room Type =*** **14**
0	Assets as per Schedule 'A'	N/a
LB 004	Plant Room	***No. of Room Type =*** **14**
0	Assets as per Schedule 'A'	N/a

SCHEDULE C

MAINTENANCE MANAGEMENT

SCHEDULE C

MAINTENANCE MANAGEMENT

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For the purposes of this Schedule C, the following words shall have the meanings hereby assigned to them except where the context otherwise requires:

Emergency / Safety Systems means the standby generator, emergency lighting, fire detection and alarm systems, smoke extraction system and lightning protection equipment;

Maintained Assets means the Secure Training Centre, the Site including the roads, fences and all other external works, walls, buildings and all other engineering services, plant, fixtures, fittings, chattels and other associated equipment including transport and mobile apparatus and equipment;

Maintenance Programme means the actions, reactive and planned, to be undertaken by the Contractor for the maintenance of the Maintained Assets in operational, structural and decorative order (subject to fair wear and tear) and the proposed timeline against which those actions are to be undertaken. These actions are defined more fully in Part C and Part D of this Schedule and include the preventative elements set out in Appendix B;

Performance Standards means the standards for performance set out in Appendix A of this Schedule, including Part 1 Performance Standards for Maintenance, Part 2 Prioritisation of Reactive Maintenance and Part 3 Maintenance Standards;

Security Systems means the CCTV system, the electronic locking system, the security locking and sliding doors, the general alarm system and the bedroom call system.

1.1 Preamble

The Contractor will ensure that the Maintained Assets are kept in good and serviceable condition, subject to fair wear and tear for a Secure Training Centre, throughout the Contract Term and will ensure that it is suitable for the habitation of Trainees and maintain the design intention to achieve the full working life of the Secure Training Centre (minimum 60 years).

This Schedule sets out the standards subject to fair wear and tear for a Secure Training Centre, against which the Maintained Assets are to be judged in any final dilapidation survey carried out by the Authority in accordance with Clause 63 of the Contract.

A. BUILDING MANAGEMENT SERVICES

1. Without prejudice to other conditions contained in the Contract, the Contractor's maintenance obligations are more particularly detailed in this Schedule.

2. The Contractor shall be responsible for all routine inspection, testing, maintenance, repair, refurbishment and replacement services in relation to the Maintained Assets.

B. SCOPE OF MAINTENANCE

1. The Contractor will keep the Maintained Assets in good and serviceable condition, subject to fair wear and tear for a Secure Training Centre, throughout the Contract Term and in accordance with the Performance Standards and the Maintenance Programme, which will have due regard to the operational and security requirements of the Secure Training Centre.

2. The Contractor's general maintenance obligations in respect of the Maintained Assets shall comprise:
   (a) Routine, periodic and visual inspection of the Maintained Assets;
   (b) Routine and periodic testing of the Security Systems at the Secure Training Centre;

(c) Routine and periodic testing of the Emergency / Safety Systems at the Secure Training Centre;
(d) Carrying out emergency repair services;
(e) Replacement and refurbishment of the Maintained Assets;
(f) Provision of the tools, equipment (including the computer equipment) and supplies that are necessary to fulfil the Contractor's maintenance obligations;
(g) All maintenance, replacement and repair arising from vandalism on the site; and
(h) Such actions as are reasonably necessary to ensure that the Maintained Assets remain fully operational at all times, eg retaining a stock of replacement components on site for urgent repairs.

3. The Contractor will satisfy the general maintenance obligations referred to in Paragraph 2 of this Part B by implementing the procedures set out below and such other procedures as may be necessary to ensure the Maintained Assets are functional and in good operational order:
(a) Day to day maintenance including repairing damage howsoever caused;
(b) Inspection and reports required by statute;
(c) Planned preventative maintenance;
(d) Inspection of buildings according to a pre-defined plan;
(e) All maintenance and repairs found to be necessary to comply with the Performance Standards as a result of the planned inspection of buildings;
(f) All maintenance and repairs found to be necessary to comply with the Performance Standards for the Maintained Assets other than those arising from the planned inspection of the buildings;
(g) Plant remedial work in the event of damage or failure;
(h) Maintenance of the ventilation, air conditioning and heating systems such that the environment within the building is maintained to contracted levels of temperature and ventilation as set out in Paragraph 5.1.12.5 of Schedule A;
(i) Maintenance of all Security Systems;
(j) Maintenance of Emergency / Safety Systems;
(k) Arrangements for the supply of spare parts for plant, machinery or other items to allow timely reinstatement of services;
(l) Pest control;
(m) Cleaning (including deep cleaning as and when appropriate) of kitchen, wash-up areas, serveries, kitchen equipment and any laundry or laundrette areas;
(n) Redecoration of painted surfaces as required by the Maintenance Programme in accordance with the inspection of buildings and to a reasonable standard;
(o) Water quality assurance to comply with HSC-L8:2001 "The Control of Legionella Bacteria in Water Systems Approved Code of Practice and Guidance";
(p) Use of reasonable endeavours to maintain continuity of utility services supplies;
(q) Maintenance of lighting to the lux levels set out in Schedule A of the Contract;
(r) Maintenance of street lighting for all roadways, car parks and footpaths within the Site whether inside or outside the secure perimeter;
(s) Grounds maintenance including repair of the internal and external roadways, accessways, footpaths, car parks and other hard standing within the Site whether inside or outside the secure perimeter including exercise and games areas;
(t) The clearance of dirt, leaves and/or snow from footpaths and accessways within the Site;
(u) Maintenance of hard and soft landscaping within the Site in accordance with good horticultural and arboricultural practice including the regular cutting of grassed areas and the replacement of dead or dying trees, shrubs or such plants with sound trees or other such plants of the same or similar species;
(v) The regular inspection of the trees on the Site adjacent to boundary with HMP Woodhill for stability, the removal of any unstable tree and its replacement with a specimen of similar species not less than 1.5 metres in height;

(w) The removal from the Site of any fallen trees which in the reasonable opinion of the Authority could be used to compromise the security of HMP Woodhill or the Secure Training Centre;
(x) In relation to any utility service that is on or under the Site which serves any adjoining properties to use all reasonable endeavours to ensure that any interruption to such utility service by the Contractor is kept to a minimum and in the event of any unavoidable interruption to such utility service by the Contractor to give as much notice as possible to the occupiers of such adjoining properties;
(y) Where the use of any pipes, sewers, drains, mains, ducts, conduits, water courses, cables, channels, boundary structures, roads and footpaths or other things in common to the Site and other property, to undertake all work that is the responsibility of the Contractor; and
(z) To keep all fencing within and on the boundaries of the Site in good repair and condition.

C. MAINTENANCE PROGRAMME OVERVIEW

1. The Contractor will ensure the preparation and performance of a Maintenance Programme. The fundamental aims of the Maintenance Programme will be to ensure that:
   (a) The Secure Training Centre is fully operational and available at all times; and
   (b) The condition of the Maintained Assets at the end of the Contract Term or on termination will be commensurate with the general requirements of the Contract and the Preamble to this Schedule C, and shall as a minimum meet the Performance Standards.

2. The Maintenance Programme shall include:

2.1 The details to more fully describe the obligations and activities set out in Part B of this Schedule C;

2.2 The Performance Standards to be applied to the Maintained Assets including, for the avoidance of doubt, Performance Standards for all items referred to in Schedule A of the Contract and the Planning Approval where reasonably required by the Authority; and

2.3 The maintenance interval periods for the Maintained Assets, as listed in indicative form in Appendix B of this Schedule C.

3. The Maintenance Programme shall be developed to support each of the Contractor's maintenance obligations through direct application of the resources of manpower, money, material, time and space. Each of these elements shall be carefully balanced with one another.

4. The Maintenance Programme shall be aimed at meeting the day-to-day routine maintenance activities (engineering services, building fabric, furniture, fixtures and general equipment), including asset management (utilities usage and major capital equipment maintenance and refit planning).

5. The Contractor at its own expense will undertake a review of the effectiveness of the maintenance of the Maintained Assets on the third anniversary of the Date of Contract and thereafter every two years.

5.1 The purpose of each review of the effectiveness of the maintenance of the Maintained Assets will be to:
   (a) Ensure the Maintained Assets are being maintained in accordance with the provisions of this Schedule;
   (b) Identify any repairs and maintenance that are required; and
   (b) Ascertain the accuracy of the whole life expectancies of relevant Maintained Assets.

5.2 The Contractor will provide a copy of each review of the effectiveness of the maintenance of the Maintained Assets to the Authority within one month of the survey.

5.3 The Contractor will implement such repairs and maintenance as are identified as necessary by the review of the effectiveness of the maintenance of the Maintained Assets and will revise and adjust the life expectancies of the Maintained Assets in the Maintenance Programme accordingly.

5.4 The Contractor will submit any proposal to adjust the Maintenance Programme (arising as a result of a review of the effectiveness of the maintenance of the Maintained Assets) in advance to the Authority and on receipt of approval by the Authority (such approval not to be unreasonably withheld) may adjust the Maintenance Programme accordingly.

D. ADDITIONAL COMPONENTS OF THE MAINTENANCE PROGRAMME

The Maintenance Programme shall be composed of the following discrete elements.

D.1. Reactive Maintenance

This element of the Maintenance Programme shall be designed to maintain the Secure Training Centre's equipment and buildings in an operational condition.

The reactive maintenance element of the Maintenance Programme shall include the following:

(a) A priority system that allocates corrective maintenance actions in accordance with their criticality to ongoing operational capability or safety; and
(b) A maintenance and repair requisition programme aimed at providing accurate records of all corrective actions. This information will be presented to the Authority on a regular basis.

D.2. Preventative Maintenance

The Contractor shall undertake maintenance of the Maintained Assets. The Maintenance Programme shall emphasise an effective preventative maintenance programme utilising appropriate cyclical routines, inspections and maintenance schedules designed to minimise untimely corrective maintenance tasks.

The Contractor shall undertake the activities in the planned preventative maintenance portion of the Maintenance Programme dealing with plant in order to ensure the regular, day-to-day function of the central plant, along with support/ancillary systems. Carefully planned and implemented maintenance will ensure the Maintained Assets function with reliability and economy. This, in turn, will have significant bearing on equipment life expectancy. An integral part of the corrective Maintenance Programme will be that the remaining life expectancy of the Maintained Assets will be monitored in accordance with the periods described in Paragraph 2.9.0 of Schedule A and using the Contractor's database.

D.3. Asset Schedules

All of the major Maintained Assets will be individually scheduled so as to note the physical location and areas served. Accurate records will be kept of:
(a) Life expectancy;
(b) Performance and historical maintenance requirements;
(c) Technical details, eg pump speeds or the type of oil used.

D.4. Emergency Maintenance and Repair Services

The Contractor will develop an emergency maintenance and repair services plan and submit it to the Authority in draft format three months prior to the Scheduled Opening Date and agree the plan with the Authority in final form no later than one month prior to the Scheduled Opening Date.

The Contractor will develop these specifications based on:

(a) A risk assessment of the failures which could impact the safety and security of the Trainees or any person in the Secure Training Centre; and
(b) The development of counter-measures to mitigate the impact of the failure of the Maintained Assets.

D.5. Work Specification

Detailed work specifications will be developed for the Maintained Assets. The Contractor shall develop these specifications based on:
(a) Equipment manufacturers' recommendations;
(b) Industry standard specifications; and
(c) The Contractor's experience of similar equipment and projects.

D.6. Health and Safety and Risk Management

The Maintenance Programme will meet all applicable codes and legislative requirements set down by regulatory agencies and statutory authorities.

The Maintenance Programme shall include a programme of inspection testing, training and regular health and safety / disaster recovery drills.

D.7. Minor Works Construction Programme

This element includes maintenance activities that fall outside normal preventative or corrective maintenance. The Contractor will undertake minor alterations, modifications or installations to the building fabric or engineering equipment that alter the physical appearance or utilisation as and when appropriate, subject to such changes being confirmed by the change mechanism set out in Clause 11 of the Contract. Following any minor new works, such new works will be included in all applicable maintenance schedules, the health and safety file, and the "As Built" drawings will be amended accordingly, all to design standards.

D.8. Capital Replacement Programme

Any major capital replacement works will be carried out by a specialist team which possesses all of the skills and resources that are necessary to undertake capital replacement works.

D.9. Business Recovery Services

The Contractor will provide a rapid response to a range of emergencies and assist in the development, maintenance and implementation and testing of the Authority's business recovery plan for the Maintained Assets.

D.10. Energy Management

The Contractor will consider the BREEAM guidelines and develop an energy management plan with a view to minimizing the energy consumption levels within the Secure Training Centre. The Contractor will maintain plant and equipment to operate efficiently and at no worse than commissioned performance levels, subject to fair wear and tear, and will provide reports on usage to the Authority on a regular basis.

D.11. Building Management Services

The co-ordination and management of the building management services will be through the maintenance co-ordinator and the maintenance team and mobile support. The maintenance co-ordinator will be the liaison point with the Authority on the building management services and will provide measurement information reports on request.

E. PERSONNEL CONSIDERATIONS

E.1. Professional Management

The Contractor will ensure that an appropriately trained and experienced maintenance co-ordinator will be responsible for implementation of the Maintenance Programme.

E.2. Sub-Contractors

The Contractor shall, where necessary, employ specialist sub-contractors to undertake the maintenance of key elements of the Maintained Assets, including but not limited to those listed below:

(a) Building management systems;
(b) Fire systems;
(c) Security systems;
(d) Entry/access systems;
(e) TV/video/audio systems;
(f) Lifts;
(g) Emergency generator;
(h) Water treatment; and
(i) Refrigeration system.

Where specialist sub-contractors are employed, the site-based maintenance team will be trained in the operation of and carrying out basic maintenance tasks for these elements.

F. ADDITIONAL MAINTENANCE OBLIGATIONS

F.1. Security

(a) All Security Systems and component parts will be checked at regular intervals to ensure that they are operating effectively within acceptable parameters.
(b) A programme of testing and maintenance of local mechanical key overrides of remotely controlled locks (where fitted) will be implemented to respond to wear and tear plus accidental or deliberate damage.
(c) Arrangements will be in place to respond promptly to accidental or deliberate damage.
(d) Items and systems related to health and safety or security will be given priority in maintenance programming.
(e) The maintenance of the Secure Training Centre will be carried out in such a way so as not to compromise the security of HMP Woodhill in any way that the Contractor might reasonably have foreseen.

F.2. Health and Safety and Risk Management

The Contractor shall undertake the following activities to ensure that all health and safety and risk management requirements are met:

(a) Provide guidance and support to the maintenance staff including procedures, equipment and ensuring compliance with applicable building regulations, fire prevention regulations, occupational health (including COSHH) safety codes and standards, HSE Approved Codes of Practice and all applicable life safety codes;
(b) Collect, maintain and review all pertinent documentation and certification of the physical plant's compliance with the requirements of any applicable national or European statute or regulation;
(c) Provide recommendations for correction of any physical or operational plant deficiency; and
(d) Produce, implement and keep up to date fire prevention measures and life safety inspections with appropriate personnel to comply with the requirements of fire certification under the Fire Precautions Act 1990 and fire risk assessments required under the Fire Precautions (Workplace) Regulations.

F.3. Functional Safety

The Contractor shall:

(a) Provide for the proper management of the requirements of health and safety legislation and other statutory obligations;
(b) Provide effective arrangements for Site safety, (including risk assessment and written policies and procedures) and ensure that they are properly carried out;
(c) Maintain written standards, procedures, schedules and necessary records and documentation; and
(d) Prepare disaster plans in accordance with Schedule E. For example, drawing up a written method statement identifying actions to be taken by the Contractor, and others, covering a range of emergencies, such as a loss of the main electrical supply to the Site and the subsequent operation of the emergency generator.

F.4. Sewers

The Contractor shall take all reasonable measures to prevent the blockage of any sewers running under the Site. The Contractor will be responsible for the rectification of the blockage of any unadopted sewer serving the Secure Training Centre. The Contractor will take reasonable measures to expedite the rectification by the responsible utility company of the blockage of any adopted sewer serving the Secure Training Centre.

G. QUALITY CONTROL

1. The Contractor will undertake formal quality performance reviews in accordance with its quality plan in order to ensure that the standard of service required by the Contract is sustained. These will be based on qualitative and quantitative measures.

2. The quality assurance and quality control programmes will comprise a scheduled set of inspections designed to ensure that acceptable levels of maintenance are reached and then maintained. The Contractor shall carry out the following key quality assurance/control programmes:

(a) The daily update of the planned preventative maintenance system, detailing work undertaken and reviewed;

(b) Weekly inspection of selected facilities; and

(c) The tabulation of corrective maintenance actions by category, resource requirements and originator of the fault.

3. The Contractor shall use a computer-based maintenance schedule and asset management system, which must be capable of automatically amending asset details and scheduling the planned and

reactive maintenance for the Secure Training Centre. The software will, so far as is reasonably practical, be future proofed and the Contractor shall ensure that programme updates are made periodically and when appropriate. The Contractor will provide reports at the reasonable request of the Monitor.

H. SUMMARY

1. The Maintenance Programme shall provide a consistent systematic programme ensuring continuous operation, reduced down time, extended equipment life cycle and maximum productivity through improved management and engineering standards.

2. The Maintenance Programme shall provide a total maintenance umbrella with responsibility for all existing operating and maintenance programmes, the purpose of which is to:

(a) Maintain the life of the plant;

(b) Reduce the risk of disruption; and

(c) Control maintenance costs.

I. INFORMATION AVAILABLE

The Contractor shall maintain and, at the reasonable request of the Monitor, provide the following duly completed forms, records and logs to the Monitor:

(a) Individual equipment life expectancy list;

(b) Register of the Maintained Assets;

(c) Work order summaries and additional work order sheets and corrective maintenance summary;

(d) Fire extinguisher locations;

(e) Fire extinguisher inspection sheets;

(f) Roof inspection sheets;
(g) Service request/reactive maintenance sheets;

(h) Maintenance and repair requisitions;

(i) Record drawing index sheets;

(j) Water test and treatment in accordance with HSC-L8:2001 “The Control of Legionella Bacteria in Water Systems Approved Code of Practice and Guidance”;

(k) Filter system logs;

(l) Manufacturer’s instructions library index;

(m) Emergency generator running log;

(n) Automatic heat and smoke detector test records;

(o) Fire alarm system tests;

(p) Sub-contractor service logs;

(q) Risk assessments under fire precaution regulations; and

(r) Energy reports.

The Contractor shall maintain and, at the reasonable request of the Monitor, provide the following reports:

(a) Sub-contracts;

(b) Preventative maintenance;

(c) Reactive maintenance;

(d) Health and safety; and

(e) Minor construction.

The Contractor will keep the following miscellaneous forms, records and logs:

(a) Updated health and safety file including “as fitted” drawings;

(b) Updated operating and maintenance manuals;

(c) Purchase order records;

(d) Valve schedules – charts and logs;

(e) Roof surveys;

(f) Fire drill reports;

(g) Pressure vessel inspection records;

(h) Emergency lighting test records;

(i) Smoke ventilation and sprinkler test records;

(j) Gas and other fuel system test records (including up-to-date gas schematics);

(k) Lightning protection system and earthing test results;

(l) Certificates relating to the regular testing of electrical appliances;

(m) Records/test certificates relating to any other testing that is required in order to comply with statutes; and

(n) Reviews of the effectiveness of the maintenance of the Maintained Assets.

J. REGISTER OF MAINTAINED ASSETS

The Register of Maintained Assets will include all plant, equipment, systems and building fabric items incorporated in the facility and will be kept up-to-date at all times.

Asset details will be listed as follows:

ID Number
Name
Unique reference number
Serial number
Drawing number
Manufacturer's details (address and phone/fax number)
Commissioning data
Maintenance data (tasks and frequency)
Recommended spares/special tools

K. COMPLETION SERVICE

Without prejudice to other provisions contained in the Contract, the Contractor will hand a schedule of known future maintenance work required to be carried out over the next 12 months to the Authority three months prior to the end of the Contract Term or within 14 days of any notice of termination, whichever is the earlier.

The Contractor shall be responsible for (and shall pay all costs associated with) carrying out such remedial works and rectifying any non-compliance with statutory requirements in accordance with Clause 63 of the Contract.

The Contractor shall ensure or procure that the Authority is provided with the following documents immediately prior to the end of the Contract Term or any earlier termination:

(a) Copies of all maintenance and operational manuals;

(b) All test certificates and calculations;

(c) All planned preventative maintenance documents for the mechanical and electrical engineering installations;

(d) All planned inspection of buildings schedules and reports;

(e) All record drawings similar in material and quality as at the Date of Contract including changes during the Contract Term;

(f) A schedule of spare parts held in store;

(h) All maintenance records; and

(i) Health and safety file.

APPENDIX A: PERFORMANCE STANDARDS

Performance Standards for Planned Maintenance

The following tables set out the performance standards against which the Contractor shall be assessed:

1.1 Regulatory Compliance:

Category	*Maintenance Obligation and Performance Standard*
Fire	Maintain a valid Fire Safety Certificate and undertake fire risk assessments so as to satisfy the Fire Officer. Maintain all appropriate fire precaution systems and equipment to operational standards.
Health and safety	Compliance with relevant legislation and regulations so as to provide a safe working environment and safe systems for carrying out work, including the provision of health and safety training to personnel.
Statutory maintenance and inspections	Maintain all appropriate certificates and compliance with relevant legislation and regulations
Publication of Statutory Notices	Display statutory certificates in appropriate areas (as required by applicable regulations)

1.2 Planned Maintenance:

Category	*Maintenance Obligation and Performance Standard*
Planned maintenance of the Maintained Assets	Carry out the tasks identified in the Maintenance Programme to the required timescales.
Lighting	Maintain the light fittings throughout the Secure Training Centre so as to meet the lux levels set out in Schedule A.
Heating	Carry out the maintenance activities necessary to be able to maintain the temperature in the Secure Training Centre within the temperature range set out in Paragraph K8 of Schedule D.
Ventilation	Carry out the maintenance activities necessary to be able to maintain the ventilation rate in the Secure Training Centre in accordance with the CIBSE Guides.
Plumbing	Carry out such maintenance activities so as to provide a continuous supply of hot and cold water.
Power supply	Maintain the emergency generator so as to provide a continuous power supply (subject to a maximum 20 second switchover, as set out in Paragraph 5.3.0.1 of Schedule A) to the Secure Training Centre in the event of the failure of the external supply to the Secure Training Centre.
Lifts	Carry out the maintenance activities necessary to comply with the relevant legislation and regulations.
Vehicles	Tax, insure, maintain in a roadworthy condition and (where required by law) obtain a valid MOT certificate.
Security Systems	Carry out maintenance activities on the Security Systems and perimeter fence so as to maintain the safety and security of the Trainees in the Secure Training Centre and to ensure the CCTV system is capable of recording at all times.

Landscaping	Carry out maintenance activities in accordance with good horticultural practice.
Maintenance identified as being required in any review of the effectiveness of the maintenance of the Maintained Assets	Carry out within a reasonable timescale any maintenance activities identified as being required in any review of the effectiveness of the maintenance of the Maintained Assets.

1.3 Support Services:

Category	***Maintenance Obligation and Performance Standard***
Energy management	Operate plant and equipment in accordance with the energy management plan developed under Paragraph D10 of this Schedule.
Pest control	Carry out pest control inspections and implement effective eradication activities (where necessary) in accordance with a plan agreed with the Authority.
Waste recycling	Carry out such reasonable activities as to ensure the collection and disposal of waste in accordance with relevant legislation.
Disposal of confidential waste	Carry out such reasonable activities as to dispose of all confidential waste in a manner that does not compromise the security of the Secure Training Centre or the confidentiality of the information.

1.4 Not used:

1.5 Production of Reports / Record-Keeping

Category	***Maintenance Obligation and Performance Standard***
Provision of the Maintenance Programme	Provide the Authority with a copy of the Maintenance Programme in the form and to the standards set out in Part C and Appendix B of this Schedule.
Update of the Maintenance Programme and maintenance records	Update the Maintenance Programme and the maintenance records identified in Part I of this Schedule (as appropriate) following every incidence of maintenance, minor capital works or as a result of the completion of any review of the effectiveness of the maintenance of the Maintained Assets and in any event not less than annually.
Provision of maintenance records to the Authority	Provide the Authority with copies of the maintenance records identified in Part I of this Schedule within the timescales contained in Part 2 of this Appendix.

Performance Standards for Reactive Maintenance

Where a fault is identified, the Contractor shall respond to, make safe and repair the fault to the standards contained in Part 3 of this Appendix within the following timescales, depending on the type of fault:

Priority 1 Faults – Where the fault materially affects (or it is reasonably foreseeable that the fault is likely to materially affect) the health, safety and security of the Trainees or any person on the Site then the Contractor shall:

- Respond and commence the rectification process with due haste commensurate with the seriousness of the fault but in any event within 30 minutes of the time that the fault was reported;
- Make safe the fault within a timescale commensurate with the seriousness of the fault and effect repairs within 12 hours of the time that the fault was reported; and
- Having made the fault safe and secure, if the Contractor, acting reasonably, determines that due to circumstances beyond its control it is not possible to effect a full repair within 12 hours of the time that that fault was reported then the Contractor shall, before the repair time has elapsed, submit a rectification plan to the Authority that sets out the actions necessary to complete the repair and the timescales in which they can reasonably be completed, together with the justification for the delay. In this event the repair time will be extended by the minimum reasonably necessary and the Contractor will take reasonable measures to carry out the repair promptly.

Priority 2 Faults – Where the fault does not materially affect (or it is not reasonably foreseeable that the fault is likely to materially affect) the health, safety and security of the Trainees or any person on the Site then the Contractor shall:

- Respond and commence the rectification process with due haste commensurate with the seriousness of the fault but in any event within 12 hours of the time that the fault was reported;
- Make safe the fault within a timescale commensurate with the seriousness of the fault and effect repairs within 48 hours of the time that the fault was reported; and
- Having made the fault safe and secure, if the Contractor, acting reasonably, determines that due to circumstances beyond its control it is not possible to effect a full repair within 48 hours of the time that the fault was reported then the Contractor shall, before the repair time has elapsed, submit a rectification plan to the Authority that sets out the actions necessary to complete the repair and the timescales in which they can reasonably be completed, together with the justification for the delay. In this event the repair time will be extended and the Contractor will take reasonable measures to carry out the repair promptly.

Priority 3 Faults – Where the Contractor is required to produce or update maintenance documentation under this Schedule then the Contractor shall:

- Respond to any request for the documentation by the Authority within 48 hours; and
- Produce the required documentation within 2 weeks of the date of request or of the completion of the work that necessitated the development of the documentation, whichever is the earlier.

For the avoidance of doubt, these timescales shall be applied to normal working hours and out-of-hours, including weekends and public holidays.

3. Maintenance Standards

The Contractor will undertake maintenance as and when required during the Contract Term so as to ensure that the Maintained Assets satisfy the following standards, subject to the proviso that in each and every case these standards shall be considered in the context of what it is reasonably practicable to achieve with due diligence in a Secure Training Centre:

(a) functional and in good working order;

(b) operational to the design standards set out in Schedule A (subject to fair wear and tear); and

(c) in accordance with the following criteria:

Category	***Elements***	***Performance Standard***
Sub-structure	Foundations	Structurally sound and stable Free from dampness Cracks and joints sealed Intact
	Pits	
	Lifts	
	Service trenches	
	Ground floor slabs	
	Expansion joints	
Superstructure	Structural steelwork	Structurally sound and stable Intact
	RC/PC concrete	
Fire Protection	Fire protection	Fire and corrosion protections complete and intact
	Paint	
Cladding	Roof sheeting	Weather tight Secure and properly fixed Intact No damaged glass
	Flashing	
	Roof lights and glazing	
	Windows and glazing	
	Gutters	Securely fixed No leaks or blockages
	Rainwater pipes	
	Louvres	Operational and properly fixed Weather tight
	External doors	
	Brickwork/blockwork	Structurally sound and stable
Internal partitions	Masonry and partitions	Structurally sound and stable
	Movement joints	Securely fixed Materially undamaged Finishes reasonably free from marks and blemishes
	WC partitions	
	Lightweight partitions	
	Screen walls	
	Internal doors and glazing	
	Paint	Finishes reasonably free from marks and blemishes
	Polish	
Metalwork	Stairs and walkways	Safe and securely fixed Finishes reasonably free from marks and blemishes
	Balustrades and handrails	
	Access ladders	
Fencing	Security screens	Safe, secure and securely fixed Operational Finishes reasonably free from marks and blemishes
	Gates	
	Grills	
	Fences	
	Roller shutters	

Category	*Elements*	*Performance Standard*
Ironmongery	Security locks / latches	Securely fixed
	Door furniture	Complete and operational
Finishes & decorations	Wall finishes	Reasonably free from marks and blemishes
	Door finishes	
	Decorations	
Demountable ceilings	Demountable ceilings	Presentable
		Safe and securely fixed
External elements	Drainage	Free-flowing with no blockages
	Access and perimeter roads	Safe and securely fixed
	Car parks and hardstandings	Intact
	Exercise and hard-play area	Free from weeds
	Playground equipment	Safe and securely fixed
	Street furniture	
	Fencing and walls	
	Gates	
	Landscaping, grass and plants	Tidy and in accordance with general horticultural standards
Internal plumbing	Cold water storage tanks	Hygienic
	Cold water booster sets	Free from leaks
	Cold water distribution and storage	Continuous supply
	Hot water distribution and storage	
	Sanitaryware	
	Bath and shower fittings	
	Pipework, valves and pumps	
External plumbing	Fire main and hydrants	Hygienic
	Pipework, valves and pumps	Free from leaks
	Booster sets	
Internal pipe systems	Boiler modules and flues	Free from leaks
	Gas fired boilers	
	Pressurisation set	
	Duty / standby pumps sets	
	Pipeworks, valves, pumps	
	Radiators	
	Fire hose reels	
Internal Ventilation	Toilet and shower extract	Hygienic
	Ventilation and fans	Free from leaks
	Heat recovery systems	
	Area extract ventilation fans	
	Area supply ventilation fans	
	Area supply AHUs	
	Ductwork dampers and filters	
	Ductworks grilles and diffusers	

Category	*Elements*	*Performance Standard*
Electrical (internal)	Main LV switch panel	Operational Safe Securely fixed
	Standby diesel generators	
	Generator control panels	
	Sub-distribution LV switch panels	
	Lighting systems and luminaries	
	Wiring and cables	
	Electrical supplies to plumbing	
	Electrical supplies to plant	
Electrical (external)	Security lighting	Operational Safe Securely fixed
	Perimeter lighting	
	Road/path lighting	
	Lightning protection	
Special systems	PABX	Operational Safe Securely fixed
	Smoke detection	
	Fire alarm / general alarm	
	Tamper alarm	
	Telephone data	
	CCTV	
	Clocks	
	Bedroom call system	
	Lifts	
	TVs and radios	
Special equipment	Pneumatic security equipment	Operational Safe Securely fixed
	Electronic security equipment	
	IT and communications equipment	
	Kitchen equipment and trolleys	Hygienic Operational
	Beverage stations and serveries	
	Medical equipment	
	Maintenance equipment	Safe and operational
Fixtures and fittings	Fixtures and fittings	Securely fixed (as appropriate) No sharp edges

APPENDIX B: MAINTENANCE PROGRAMME

1. The Aims of the Maintenance Programme

The Contractor shall establish a Maintenance Programme to ensure the continued effective and economic management of the Maintained Assets. The Maintained Programme shall provide for the inspection, assessment and planned maintenance of the Maintained Assets and their refit and replacement as is found necessary.

In setting up and executing the Maintenance Programme, the Contractor shall demonstrate to the satisfaction of the Authority that they, the Contractor, have due regard to handing back the Maintained Assets to the Authority at the expiry of or termination of the Contract Term, such that either:

(a) The subsequent average cost incurred by the Authority in maintaining those assets is not significantly greater than that incurred by the Contractor in average of the preceding life of the Contract; or

(b) Such costs are not significantly greater as a result of failure to maintain in accordance with current good industry practice.

In assessing the needs of the Maintenance Programme in this respect, both the Authority and the Contractor shall take into account all relevant factors, including making due allowance for indexation of labour and material costs, the age of the Maintained Assets and the nature of the facility.

2. The Timescales For Completion Of The Maintenance Programme

The Contractor will submit a draft Maintenance Programme to the Authority for all aspects of the building, its structures and its contents, no later than three months prior to the Scheduled Opening Date of the Secure Training Centre, with a final Maintenance Programme delivered no later than one month after the Permit to Use is granted.

3. The Scope of the Maintenance Programme

The Maintenance Programme will include all relevant schedules, manufacturers' instructions, recommended maintenance programmes and response times for both in-house and sub-contracted maintenance requirements for the Maintained Assets. The Contractor will consider and (where appropriate) adopt the manufacturer's instructions when setting the actions and frequencies of the maintenance activities to be undertaken under the Maintenance Programme.

The Maintenance Programme will include, but not be limited to, the elements identified in the table below. Where the "Required Action" column in the table indicates the anticipated replacement of any item, this is an indicative replacement frequency only. Actual replacement/refurbishment will be undertaken, as determined at the time of inspection, as and when necessary to ensure that the items remain functional and in good working order, as described in the Preamble to this Schedule and in conformance with the standards set out in Appendix A to this Schedule.

SPECIFICATION	REQUIRED ACTION	FREQUENCY
FABRIC MAINTENANCE AND RE-DECORATION		
Structural inspection:		
Sub-structure; beams; floor slabs; brick, concrete and other load bearing elements	Structural inspection, report on structural condition and carry out any remedial action needed	7 years
Plant lifting beams	Inspection and testing	Annual
Roof covering and rainwater goods:		
Roof covering	Inspect	Annual
Trough gutters	Clean out and wash (where required)	Annual
Rainwater downpipes	Inspect, rod through and wash out (where required)	Annual
Internal walls:		
Blockwork	Replace any loose jointing	5 years
RC walls	Contingency for access & repairs	20 years
Security gates:		
Pivot hinges, bolts & security locks	Thoroughly inspect & grease hinges	Annual
External security louvers:		
Louvre panel, birdguard & security grille	Inspect & thoroughly clean (access plant aerial platform)	5 years
External doors:		
Solid doors with weather strip and weather board	Inspect & overhaul: ease service furniture. Replace defective door furniture	Annual
Internal doors:		
Solid (some steel faced, some fire retardant)	Inspect & overhaul as external doors (secure areas). Replace defective door furniture.	Annual
Roller shutter doors. Industrial galvanisation. Steel slats with manual operating mechanism.	Inspect and overhaul service mechanism. Replace defective parts and lubricate.	Annual
Duct & plant room doors	Inspect & overhaul as external doors (bedroom ducts). Replace defective door furniture.	Annual
Bedroom doors:		
Pivot hinges and mechanical locks	Inspect door, lubricate hinges, replacing defective parts	Annual
Bedroom windows:		
Polycarbonate fronted all-in-one sealed windows	Inspect integrity of windows and clean glazing in internal window space	As necessary
Windows generally:		
As bedroom windows	Clean frames and replace polycarbonate where significantly defaced or degraded	5 years

SPECIFICATION	REQUIRED ACTION	FREQUENCY
Bedroom furniture:		
SYS Wessex bedroom furniture	Inspect for more than cosmetic damage & wipe down as necessary	Annual
SYS Wessex WC pan	Inspect, check & overhaul ball valve & flush mechanisms	Annual
SYS Wessex hand wash unit	Inspect, check & clear traps. Check correct functioning of water supply. Inspect for more than cosmetic scratches/damage to the surface & as necessary abrade & re-polish or repair	Annual
Sheet floorings:		
Sports Hall & Fitness Room.	Strip & lay new flooring as necessary	8 years
Sempol floor finish in "wet" areas: toilets, showers, kitchen.	Renovate/repair	15 years
Carpet	Replace carpet	10 years
Decorative finishes:		
External doors and gates	Prepare and paint	7 years
External window frames and other powder coated surfaces	Prepare and paint	7 years
Sempol wall coating in kitchen, laundry, showers & toilets	Renovate/repair	15 years
Internal plastered & painted areas	Wash down paintwork in kitchen and medical areas Prepare and paint	Annual 5 years
Internal doors, frames, gates	Prepare and paint	7 years
Ceilings	Prepare and paint	8 years
Domestic fittings:		
Sink units, worktops and floor units in tea rooms, serveries and kitchenettes in staff, Trainee and visits/dining areas	Planned replacement programme	15 years
Staff lockers and those in visits/dining areas	Replacement of worn and broken units	As required
Fixed seating:		
Fixed seats in waiting area and visitors waiting area	Inspect and replace as required	15 years
Counters and storage shelves	Inspect and replace as required	15 years

SERVICES MAINTENANCE		
Sanitary appliances:		
Wash basin: sink tops; taps, traps, plugs and overflow assembly	Inspect, check & clear traps. Replace washers to taps (as required). Larger replacements, eg taps & cracked basins.	Annual
WC suites and urinals	Inspect, check and overhaul ball valves and flush mechanisms. Chemically clean and clear traps. Replace as required, eg cracked bowls and flush device	Annual
Baths & Showers: Shower Heads	Inspect and thoroughly clean heads and outlets	Quarterly
Drainage installation:		
Inspection chambers	Lift covers to check chambers & drainage runs. Rod through any obstructions and jet with hose to clear as required	Twice yearly
Mechanical services:		
Air handling unit in visits and other fans; pumps; pressurisation unit; controls; boilers; controls; hot water generators; smoke vents; unit heaters; electrical water heaters; radiators; boilers; sterilisation; hose reel booster sets; cold rooms; kitchen equipment & showers	Periodic inspection, testing, repairs and maintenance, including changing filters, re-commissioning and carrying out water checks. Plant replacement and repairs.	At frequencies to be agreed in the Maintenance Programme
Electrical services:		
Sub-station; LV distribution; stand-by generator; sub-mains; lighting; emergency lighting installation; normal; emergency & external luminaries; power installation; fire alarm; public address & TV aerial systems; containment; bedroom call; security & CCTV & lightning conductor system	Testing & inspection of the electrical services in accordance with HVCA and manufacturer's requirements.	At frequencies to be agreed in the Maintenance Programme
Hand fire appliances:		
Hand fire appliances	Inspection, testing & re-charging	Annual
Lifts:		
Lifts	Periodic maintenance & parts replacement	Annual

EXTERNAL WORKS		
Grounds maintenance:		
Soft landscaping	Grass cutting, tidying of leaves and litter, applying of weedkiller and tending to plants in accordance with good horticultural practice	10 occasions each year or as necessary
Hard landscaped area:		
Roads & paths	Periodic inspection, provision of tarmac re-surfacing as necessary	15 years
Fencing, exercise areas and sports pitches	Periodic inspection, remedial work and repainting as necessary	As necessary
Car parks	Re-mark white lined car park bays	15 Years

SCHEDULE D

OPERATIONAL SPECIFICATIONS

OPERATIONAL SPECIFICATIONS
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DEFINITIONS

In this Schedule D, the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires**:**

Accepted Articles has the meaning ascribed thereto in Section J11 (ii) of Part 1 of this Schedule D;

Assisted Family Visits Scheme means the scheme under which each sentenced Trainee's family will be reimbursed by the Authority for the cost of visiting him/her once each week during his/her period of custody at the Secure Training Centre;

Assessment Team means a multi-disciplinary team, which includes a psychologist, social worker member of healthcare an educationalist and custody staff

Bedroom means a self-contained part of a Unit containing a bedroom and sanitary facilities as detailed in Schedule A;

Behavioural Programme means a programme designed for Trainees assessed as having behavioural problems to enable them to develop skills leading to a recognised qualification;

Care Officer means a Front-line worker, certified as a Custody Officer, who assists a Care Supervisor as part of his/her duties at the Secure Training Centre;

Care Supervisor means a Front-line worker, certified as a Custody Officer, with responsibility for supervising Trainees' domestic training and social education and for supervising, where appropriate, their crime avoidance programmes;

Case Management Guidelines means the Section 53/92 Unit Case Management Information Guidelines for Local Authority Secure Units and Secure Training Centres (Revised May 2000) as amended from time to time;

CCTV means closed circuit television;

Cleaning Programme means the programme in accordance with which the internal and external areas of the Secure Training Centre will be cleaned and which will include details of the methods and frequency of cleaning the Secure Training Centre as detailed in the Operating Procedures;

Community Forum means the group formed to promote active partnerships between the Secure Training Centre and the local community whose membership will include invited representatives of key local interests, the Director and the Head of Department (Care and Activities);

Community Officer means a member of the Assessment Team who will liaise with the Post-Release Supervisor and family of a Trainee to help that Trainee to build a new life free from crime on his/her release from the Secure Training Centre;

Contractor's Charter means the charter produced by Securicor for the operation of the Secure Training Centre set out at Appendix 1;

Contractor's Headquarters means the principal place of business of the Operating Parent Company;

Domestic Care Assistant means an operational support grade, based in residential units, to assist in the training and mentoring of Trainees and domestic cleaning;

Duty Director means the Director or, in his/her absence, the senior member of staff on duty at the Secure Training Centre responsible for carrying out the duties of the Director;

Education Advisory Group has the meaning ascribed thereto in Section D8 of Part 1 of this Schedule D;

Escort Form has the meaning ascribed thereto in Section Q9 of Part 1 of this Schedule D;

Escort Monitor means a Crown servant appointed by the Secretary of State pursuant to Paragraph 2(1)(a) of Schedule 1 of the Criminal Justice and Public Order Act 1994 to perform the duties specified therein;

Escort Officer means a person certified as an escort custody officer, other than a Care Officer, who is responsible for accompanying a Trainee on escorted absence to and/or from the Secure Training Centre;

Escort Procedures has the meaning ascribed thereto in Section Q1 of Part 1 of this Schedule D;

Escort Provider means a person or company appointed by the Authority and/or Secretary of State responsible for arranging the escort of Trainees and for providing Escort Officers;

Evacuation means:

(i) the Staff have left the Houseblock; or

(ii) the Director has ordered the Staff to evacuate a Houseblock; or

(iii) a governor has been appointed under Section 10 of the Criminal Justice and Public Order Act 1994 and ordered an evacuation of the Staff from a Houseblock;

Fire Officer means a person appointed by Buckinghamshire Fire and Rescue Services to undertake duties and functions on their behalf.

Front-line worker means a member of staff who works directly with Trainees and has responsibility for their management, care or welfare;

GNVQ means a General National Vocational Qualification received after the successful completion of a vocational training course registered as a GNVQ course;

Head of Department means the person appointed by the Operating Sub-contractor as the senior member of staff with responsibility for a managing a department at the Secure Training Centre;

Health and Safety Policy Statement means the statement to be made pursuant to Section 2(3) of the Health and Safety etc. at Work Act 1977;

Health Care Centre means that part of the Secure Training Centre containing facilities for the provision of health care services as specified in the design detailed in Schedule A;

Houseblock means a two storey part of the Secure Training Centre, each floor comprising of either 2 or 4 Units and staff areas as detailed in Schedule A;

Hygiene Inspection means an inspection carried out by, or under the direction of the Secure Training Centre's medical practitioner as part of procedures on the general state of cleanliness of the Secure Training Centre and other such matters as may be appropriate in regard to ventilation, sanitary conditions, water supply, food, clothing and bedding at the Secure Training Centre

Incident means an incident as defined (both major and minor, except where expressly stated otherwise in this Schedule D) in Schedule E;

Independent Person means an independent person appointed in accordance with the STC Rules;

Initial Training Planning Meeting means a meeting held within 10 working days from date of sentence (or five days from date of remand in the case of remanded Trainees) with Assessment Team members, post-release supervisor/Local Authority Worker and (where they choose to attend) the

family/carers of a Trainee to discuss to set targets and objectives forming the basis of the Training Plan.

Key Stage means the curriculum standards for a specific age group set out in the National Curriculum;

Keyworker means a Front-line worker certified as a Custody Officer appointed by the Director to be responsible for overseeing a Trainee's individual Training Plan;

Library means the area designated for use as a library as identified in the plans contained in Schedule A;

Looked After Children (LAC) Documentation means appropriate "Looked After Children" documentation specified by the Children Act 1989 and associated Guidance and Regulations (in particular those identified by Regulation 3, Arrangements for Placement of Children Regulations 1991) as amended from time to time;

Local Authority Worker means a person appointed by the Local Authority to undertake duties and functions on their behalf and to supervise a Trainee for the duration of the remand order made in respect of him/her;

Management Team means the group formed from time to time to consider management issues at the Secure Training Centre consisting of the Director and Heads of Department;

Manager means a Front-line worker accountable to a Head of Department as detailed in the overall management structure set out in Appendix 9;

Management Plan means the assessments made by Staff during the admission process, documented in the form of a report, which accompanies the Trainee to the residential units and serves to advise Staff of needs and monitoring requirements, and which will form part of the Trainee's Training Plan.

National Curriculum means the curriculum subjects to be taught to all children attending mainstream education as required by the Department for Education and Skills;

National Record of Achievement means a written record of a Trainee's academic, vocational and personal achievements approved by the Department for Education and Skills;

National Standards means the National Standards for Youth Justice as amended from time to time;

Order means a Detention and Training Order or a Section 91 Order as applicable;

Parole Board means the Board established under Section 59 of the Criminal Justice Act 1967 to advise the Home Secretary on early release of prisoners;

Physical Restraint means physical restraint permitted by the Authority to be used in Secure Training Centres by certified Custody Officers;

Post-Release Supervisor means

1. In the case of a sentenced Trainee, a person appointed pursuant to Section 76 of the Crime and Disorder Act 1998 or Section 103 of the Powers of Criminal Courts (Sentencing) Act 2000 to supervise a Trainee on his/her release from custody at the Secure Training Centre for the duration of the Detention and Training Order made in respect of him/her;
2. In the case of a remanded Trainee, a Local Authority Worker.

Professional Forum means the group formed to identify and discuss criminal justice issues relating to the Secure Training Centre and Trainees, details of which are set out in Section A22 of Part 1 of this Schedule D;

Prohibited Articles has the meaning ascribed thereto in Section J11(i) of Part 1 of this Schedule D;

Regime means the planned routine of education, training and activities, which a Trainee will participate in during his/her custody at the Secure Training Centre;

Rewards and Sanctions Scheme means a scheme of structured incentives and sanctions for Trainees based on their behaviour at the Secure Training Centre and willingness to participate in their individual training programmes in accordance with their individual Training Plans;

Sanctions means a range of penalties, approved by the Authority, which can be applied to Trainees who do not co-operate or who have failed to abide by rules governing their behaviour at the Secure Training Centre and/or have failed to reach an acceptable level in respect of the targets and objectives set in their Training Plans;

Search Teams has the meaning ascribed thereto in Section J6(i) of Part 1 of this Schedule D;

Section 53/92 Unit means the Prison Service unit responsible for Trainees sentenced under Section 91 of the Powers of the Criminal Courts (Sentencing) Act 2000;

Secure Training Centre Credit System has the meaning ascribed thereto in Section F8 of Part 1 of this Schedule D;

Temporary Release means the temporary period during which a Trainee in custody at the Secure Training Centre shall be released from the Secure Training Centre without an escort and at the end of which the Trainee is under an obligation to return to the Secure Training Centre;

Trainee Bank Account has the meaning ascribed thereto in Section C7 of Part 1 of this Schedule D;

Trainee Information Management System means a relational database management system that will be the primary source of computerised personal, operational and demographic information in respect of Trainees in the Secure Training Centre.

Trainee Record means a set of forms approved by the Authority and prepared for each Trainee in which assessment, planning and performance information about the Trainee is recorded, including a written record of general information about each Trainee held on forms issued by, and completed and maintained by, the Contractor, or held on a database on the Secure Training Centre's computer system;

Trainee Personal Record means the record holding all the information available to the Contractor about a Trainee, including any confidential information, history and reports.

Training Plan means a written programme produced for each Trainee, which sets out a plan for his/her education and vocational training, domestic education and social education while in custody at the Secure Training Centre and directs remedial attention to his/her offending behaviour;

Unauthorised Articles has the meaning ascribed thereto in Section J11(i) of Part 1 of this Schedule D;

Unit means a group of eight Bedrooms and adjoining space for association and dining being a sub-division of a Houseblock;

Warrant of Commitment means the warrant issued by a court sentencing an offender under a Detention and Training Order or Section 91 Order to custody in a Secure Training Centre, or court

authority for the remanding of a young person and constituting the authority for his/her custody in the Secure Training Centre;

Working Day means a day when the Yot is available, normally Monday to Friday;

YJB Key Elements of Effective Practice means guidance issued by the Authority to staff in secure establishments and Yots about what constitutes effective practice in delivering a regime;

Yot means a youth offending team established under Section 39 of the Crime and Disorder Act 1998 as amended from time to time;

PART 1

Operational Requirements

General

A. Duty to Operate

The Contractor shall operate or procure the operation of the Secure Training Centre throughout the Contract Term in accordance with this Schedule D and the Contract.

B. Standard of Performance

The Contractor shall discharge or procure the discharge of all obligations in this Schedule D in respect of the operation of the Secure Training Centre with maximum efficiency.

C. Amendments

Where reference is made in this Schedule D to any Acts of Parliament, Authority statements of practice, guidelines, National Standards, manuals, circulars, procedures, instructions, orders, criteria, methods, requirements, rules, rates, use of Physical Restraint, advice notes, memoranda or other documents (including the STC Rules), the reference extends to the same as they may from time to time be amended, supplemented or otherwise varied to the extent that such amendment, supplement or variation does not result in any increase or decrease in the cost to the Contractor of performing its obligations under the Contract.

D. Authority Approval

Clause 23 of the Contract shall apply in the event of a dispute arising between the Contractor and the Authority relating to those paragraphs in this Schedule D where reference is made to the submission by the Contractor of any information, procedures, plans or any other matters to the Authority for its approval prior to the Scheduled Opening Date as if such information, procedures, plans or any other matters are deemed to be included in the matters dealt with in Clause 23 of the Contract.

Section A: Values, Ethos

The Contractor shall comply or procure compliance with the following requirements of this Section A:

A1 Statement of Purpose

A document will be prepared and displayed prominently throughout the Secure Training Centre describing in simple terms the principal goals of the Secure Training Centre as set by the Authority. These principal goals are:

(i) accommodate Trainees in a safe environment within secure conditions;

(ii) maintain high standards of care, control, good order and discipline in the Secure Training Centre and protecting vulnerable or disruptive Trainees from themselves and/or others;

(iii) treat Trainees as individuals, accord to them dignity and respect, and provide them with decent living conditions and facilities, proper health care and recognition of children's rights;

(iv) provide positive regimes offering high standards of education and training to Trainees based on an assessment of the needs of each Trainee;

(v) provide challenging programmes to tackle sentenced Trainees' offending behaviour, confront them with the effects of their actions and make them realise the consequences, for themselves and for society, of their continued criminal behaviour;

(vi) provide remand Trainees with education, regime activities and citizenship programmes which will not compromise their inherent right to the presumption of innocence;

(vii) help sentenced Trainees prepare for their release from the Secure Training Centre and their return to the community, encouraging the close involvement of family, other carers, supervising officers and other agencies in the Trainees' home areas; and

(vii) prepare post-release plans for sentenced Trainees which will allow for the continuation of appropriate training and treatment during their period of post-release supervision through careful application and monitoring of National Standards.

(viii) prevent re-offending.

A copy of the document prepared by the Contractor describing in simple terms the principal goals of the Secure Training Centre will also be made available free of charge to the family/carer of each Trainee, and other relevant third parties, if requested.

A2 Personal Safety

The Contractor will use its best endeavours to maintain a safe environment for all Trainees and Staff at, and all visitors to, the Secure Training Centre.

A3 Trainee Care

The Contractor will use its best endeavours to maintain high standards of care and control, and to provide appropriate health care services, for all Trainees in custody at the Secure Training Centre. The Secure Training Centre will develop and maintain a suicide and self-harm management and risk assessment policy. Trainees will be allocated to Units with other Trainees of similar age/level of maturity. Trainees will be given the opportunity to have one-

to-one counselling once a week with an appropriate member of the Assessment Team in addition to their weekly meeting with their Keyworker. The Contractor will operate an anti-bullying policy at the Secure Training Centre and provide Trainees with free telephone access to approved helplines such as Childline and the Samaritans during domestic training periods and at night. When Trainees are locked in their Bedrooms, the Contractor will ensure that staff carry out frequent checks, at intervals not exceeding 15 minutes, as a general check on the well-being of every Trainee.

A4 Female Trainees

A regime offering equal standards of education, training, safety and security, and reform will be provided at the Secure Training Centre for Trainees of either gender. Notwithstanding the minimum staffing requirements set out in Section O of this Part 1 of Schedule D, the Contractor will provide a sufficient number of female Staff to safeguard and ensure the security, welfare and development of any female Trainee in custody at the Secure Training Centre. A female member of staff will be on duty at all times.

A5 Explanation to Trainees

Unless not appropriate for reasons of security or confidentiality, explanations will be given to all Trainees and their families/carers about how particular decisions by the Contractor or the Authority affecting them were reached.

A6 [Intentionally omitted]

A7 Assessments and Initial Training Plans

A Management Plan for each Trainee will be completed within 2 hours of the Trainee's arrival at the Secure Training Centre. It will be updated and approved by the Director or Duty Director within 24 hours of the Trainee's arrival at the Secure Training Centre. On admission of a Trainee to the Secure Training Centre, Staff will complete any forms required by the Authority. In the case of sentenced Trainees, a Management Plan will be completed using key information received from the Post-Release Supervisor, as required by National Standards and the Authority (e.g. pre-sentence report, ASSET, post-court report and vulnerability assessment). The plan will form the basis of the Trainee's Training Plan. An Initial Training Planning Meeting will take place within 10 working days of the date of a Trainee's sentence, or five days from the date of remand in the case of remanded Trainees. The Post-Release Supervisor, in conjunction with Staff at the Secure Training Centre, will ensure that the sentenced Trainee's Training Plan for discharge into the community is reviewed and agreed with the Trainee and Staff at the Secure Training Centre 10 working days prior to discharge of the Trainee. All Assessments, Training Plans and reviews will always be compliant with National Standards in existence at the time. The development of a Management Plan for Trainees who are subject to a Section 91 Order will be in accordance with the Case Management Guidelines. In the case of remanded Trainees, the Management Plan must take account of information provided by the local authority.

A8 Multi-Disciplinary Approach

The Contractor will use its reasonable endeavours to promote the active involvement and co-operation of all Staff working directly with any Trainees in custody at the Secure Training Centre as a multi-disciplinary team. This multi-disciplinary approach to working with Trainees will include Care Supervisors and Care Officers attending "hand-over" meetings and

end-of-shift debriefings, and regular staff development days which will be attended by training and custody staff.

A9 Allocation of a Keyworker

A Front-line worker certified as a Custody Officer will be allocated to each Trainee as his/her Keyworker in the Trainee's Training Plan. The Trainee's Keyworker will be responsible for overseeing the Trainee's Training Plan and will be the primary contact at the Secure Training Centre for the Trainee's Post-Release Supervisor and his/her family/carer. Each Trainee's Keyworker will meet him/her for the first time within 48 hours of the Trainee's admission to the Secure Training Centre. The Trainee will have meetings with his/her Keyworker weekly while in custody at the Secure Training Centre. A Care Supervisor will act as Keyworker for no more than 2 Trainees in custody at the Secure Training Centre at a time. A Keyworker for a Trainee identified as vulnerable will not be allocated to another Trainee whilst the Trainee identified as vulnerable remains his/her responsibility. All female Trainees will have a female Keyworker.

A10 Involvement of the Trainee, Family or Carer

The Contractor will use its reasonable endeavours to ensure that each Trainee and his/her family/carer will be fully and actively involved throughout his/her assessment, planning and review process as far as is reasonably practicable.

A11 Trainee Responsibilities

Trainees will be made aware of their responsibilities and the standards required of them as Trainees and will be informed of their rights and privileges as Trainees while in custody at the Secure Training Centre.

A12 Contractor's Charter

The Contractor will use its best endeavours to fulfil the provisions set out in the Contractor's Charter.

A13 Purposeful Regime

On a day-to-day basis, the Contractor will provide Trainees with a structured day consisting of education, training and constructive activities which meet their individual requirements in accordance with each Trainee's Training Plan. The Contractor will establish a Rewards and Sanctions Scheme and, as appropriate, apply Sanctions to encourage Trainees to take part in the available activities, education and training and to motivate them to maximise the benefit to them as Trainees of such activities and training.

A14 Assessment of Vulnerable Trainees

A Trainee may be assessed as vulnerable for a number of reasons such as:

(i) Physical Characteristics - for example, race, disability, obesity;

(ii) Physical Conditions - for example, epilepsy, diabetes;

(iii) Mental Health or Personal Problems - for example, suicidal or self-harm feelings, chronic attention seeking, bedwetting, depression;

(iv) Poor Social Functioning - for example, not keeping properly clean, suffering intellectual disability;

(v) Institutional Behaviour - for example, getting into debt, persistent complaining, believed by other Trainees to be giving information to Staff;

(vi) Personal Beliefs - for example, religion, diet preference.

Each Trainee will be assessed for the risk of suicide and/or self-harm on arrival at the Secure Training Centre by a member of the Assessment Team (who will be either a qualified social worker, mental health nurse, psychologist or psychologist assistant) or a qualified nurse and will be monitored throughout his/her time in custody to review this assessment. He/she will be reassessed for risk of suicide, self-harm and/or other forms of vulnerability during his/her Training Plan meetings when additional information on him/her is available from other agencies such as the social agencies which have been involved with him/her prior to his/her period of custody at the Secure Training Centre.

When Trainees are in their Bedrooms with the door locked, any Trainee who has been assessed as being at risk of suicide and/or self-harm or as a result of any physical condition will be checked by Staff at the Secure Training Centre at intervals not exceeding 10 minutes. Any Trainee who has been assessed as being at serious risk of suicide and/or self-harm or as a result of any physical condition may be accommodated in the Health Care Centre where he/she will be checked by Staff at the Secure Training Centre at intervals not exceeding 10 minutes. All Staff having direct contact with Trainees will be given training in recognising and responding to previous or current evidence of physical or mental victimisation.

A15 Trainees with Disabilities or Particular Disadvantages

The Contractor will ensure that each Trainee is assessed for any physical and/or mental disability within two weeks of his/her admission to the Secure Training Centre. Acute or obvious disabilities will be identified during his/her admission procedure. Further disabilities and/or particular disadvantages will be identified during his/her induction programme. The Contractor will notify the Authority immediately of any Trainee who, in its reasonable opinion, should not remain in the Secure Training Centre and will provide the Authority with reasons.

A16 Allocation of Trainees to Units

The Contractor will use best endeavours to allocate Trainees to Units based on their age/maturity, vulnerability, criminal profile and expected detention length. Female Trainees will be held separately from male Trainees.

A17 Equal Opportunities

The equal opportunities policy of the Contractor as set out in Appendix 2 will be published and drawn to the attention of all Trainees, Staff and visitors at the Secure Training Centre. A member of the Management Team will monitor the Trainee Record at least once each month to identify whether any recorded achievements, privileges or Sanctions appear to be unfairly distributed among the Trainees. The Contractor will ensure that any report arising from this monitoring is correctly investigated and acted upon by the relevant Head of Department.

A18 Language

The Contractor will establish a panel of professional translators based in the area in which the Secure Training Centre is situated covering the main minority languages. The Contractor will provide a translator from this panel for the admission procedure and other key meetings where a Trainee requires language assistance. If a translator is not available, the Contractor

will provide the necessary language assistance to the Trainee by use of a telephone translation service. If a Trainee has a poor grasp of the English language, the Contractor will provide special tuition in the English language for the Trainee during his/her custody in the Secure Training Centre given by teachers qualified to deliver courses in English for speakers of other languages. The Contractor will provide text books, recreational literature and videos in the main minority languages as well as dictionaries and "teach-yourself" interactive computer packages. Important notices in the Secure Training Centre will be produced in pictorial as well as written form and leaflets/information to Trainees and their families/carers will be provided as required in the main minority languages and Braille. A taped fire alarm instructional message will be available in the main minority languages to provide information on fire alarms as part of the induction programme and for other rehearsals.

A19 Independent Persons

Independent Persons appointed by the Authority will be facilitated in carrying out their statutory duties and functions. The Contractor will ensure that Staff at the Secure Training Centre co-operate fully with any Independent Person in his/her relations with Trainees or Staff at the Secure Training Centre and will provide adequate facilities to Independent Persons visiting the Secure Training Centre. Receipt of a formal enquiry in relation to a Trainee and/or the Secure Training Centre from an Independent Person will be acknowledged by the Director or Duty Director within 24 hours of its receipt and a detailed written response will be submitted to the Independent Person by the Director or the Duty Director as soon as reasonably practicable consistent with the level of information or enquiry required. The Contractor will provide the necessary facilities to enable an Independent Person to meet a Trainee and take representations from him/her, or to meet a member of staff, in privacy and provision will be made for Independent Persons to communicate confidentially with Trainees in custody in the Secure Training Centre in writing, by visits or telephone. The Director of the Secure Training Centre will hold a meeting with the Independent Persons appointed to the Secure Training Centre and the Monitor at least four times a year.

A20 Community Forum

A Community Forum will meet at least four times a year and will be the focus of developing partnerships of mutual benefit between the Secure Training Centre and the local community. An appropriate nominated Head of Department will be its main executive officer. The Community Forum will examine how the Secure Training Centre can make a positive contribution to the life and needs of the local community, consider and encourage appropriate contributions by the local community to the work of the Secure Training Centre, and identify and resolve potential conflicts between Staff, Trainees and visitors at the Secure Training Centre and the local community.

A21 Community Service

Each sentenced Trainee will have the opportunity to undertake an accredited crime avoidance programme, which will assist them to identify suitable opportunities for making practical contributions to the community. This may be an option for remanded Trainees who must receive formal advice from their legal adviser as a minimum before undertaking such a programme.

A22 Professional Forum

A Professional Forum will meet at least four times a year. The purpose of the Professional Forum will be to identify and discuss criminal justice issues relating to the function of the Secure Training Centre and Trainees. Its membership will include Staff and other employees of the Contractor from the Contractor's Headquarters together with practitioners and management representatives working in education, the police, local social services, the Yot and voluntary agencies. A Head of Department will be the main executive officer of the Professional Forum.

Section B : Assessment, Planning and Review

The Contractor shall comply or ensure compliance with the following requirements of this Section B:

B1 Assessment

A Management Plan for each Trainee will be completed within 2 hours of the Trainee's arrival at the Secure Training Centre. It will be updated and approved by the Director or Duty Director within 24 hours of the Trainee's arrival at the Secure Training Centre. ASSET, Post-Court Report, and Pre-Sentence Report or Looked After Children(LAC) Documentation will be forwarded to the appropriate Unit following admission of a Trainee. Where a Trainee arrives at the Secure Training Centre without appropriate documentation, they will be treated as vulnerable until such documentation arrives. The Secure Training Centre will contact the YOT worker or local authority to request this documentation within one hour of the Trainee's arrival in Secure Training Centre.

Staff at the Secure Training Centre will provide a written assessment in the form required by the Authority for presentation at the Initial Training Planning Meeting. A multi-disciplinary team consisting of:

a named teacher;

the induction unit key-worker;

induction unit nurse;

assessment team social worker;

assessment team psychologist;

will be allocated to each Trainee within 24 hours of their arrival in Secure Training Centre.

During the Trainee's first five days in Secure Training Centre, their progress will be reviewed by the multi – disciplinary team on a daily basis. The induction unit key worker will be responsible for ensuring that these daily meetings take place.

B2 Assessment Tests during the Induction Programme

As part of the assessment process, appropriate qualified staff at the Secure Training Centre using available information obtained from, for example, ASSET, Post-Court Report, and Pre-Sentence Report or Looked After Children Documentation which will provide information about his/her background, family and previous social relationships and will carry out tests and evaluations which will assess the Trainee's skills and abilities and will form the basis of the Trainee's initial Training Plan. Prior to the Initial Training Planning Meeting each Trainee will be assessed using the following procedures:

(i) A form of assessment as required by the authority e.g. ASSET.

(ii) A teacher trained in the relevant procedures will assess the Trainee for special educational needs and, if necessary, refer the Trainee to an educational psychologist for a full assessment. The Trainee's basic educational abilities will be assessed using standard assessment tests, tests approved by the Department for Education and Skills.

(iii) The Trainee's social skills, behaviour and appearance will be assessed by reference to such matters as his/her communication skills, confidence, adaptability to different settings, cleanliness, personal hygiene and clothing.

(iv) The Trainee's emotional and behavioural development will be assessed by reference to problems such as bedwetting, sleeping problems, shyness or attention seeking, defiance, addictions and the ability to relate to others.

(v) The Trainee's practical skills will be assessed by reference to such matters as his/her ability to prepare simple meals, keep a bedroom tidy, repair a bicycle puncture and undertake simple first aid.

(vi) The Trainee will undertake activity based exercises to assess practical abilities that can be utilised in work, training and social situations.

Some or all of these tests and evaluations, as appropriate, will also be given to each Trainee on each occasion that his/her Training Plan is formally reviewed so that his/her Training Plan can be updated and revised in accordance with progress which he/she has made while in custody in the Secure Training Centre.

All relevant details from and results of the tests and evaluations will be entered on the central Trainee Record to form his/her Trainee Record and will form the basis of the Trainee's initial Training Plan and its review from time to time.

B3 Training Plan

As part of the assessment process, appropriate qualified staff at the Secure Training Centre will review and analyse the results of the tests and evaluations in order to produce an initial Training Plan for the Trainee which specifies appropriate objectives, education, training and activities for the Trainee during his/her custody at the Secure Training Centre. The Trainee's initial Training Plan will be reviewed and updated in line with the progress, which is made during his/her time in custody at the Secure Training Centre. The Trainee's Training Plan will address his/her individual characteristics and deficits and tackle his/her offending behaviour. Each Trainee's Training Plan will:

(i) include realistic and achievable targets and objectives for him/her whilst in custody at the Secure Training Centre;

(ii) identify the style of intervention best suited to achieve the targets;

(iii) include a planned developmental education programme for him/her based on his/her individual educational needs;

(iv) include a structured crime avoidance programme which addresses the offending behaviour of sentenced Trainees;

(v) in connection with (i)-(iv) above, allocate work and functions to Staff working at the Secure Training Centre;

(vi) identify where specialist external staff and/or resources need to be engaged for him/her;

(vii) specify how the work done with him/her while in custody at the Secure Training Centre is to be sustained and/or developed after his/her release from the Secure Training Centre; and

(viii) specify how his/her success in achieving the targets and objectives laid down for him/her in his/her Training Plan will be evaluated.

The Contractor will ensure that these elements of each Trainee's initial Training Plan are entered on the Trainee Record and that the details of the Trainee's Training Plan stored on the Trainee Record are updated and reviewed on a regular basis throughout the Trainee's period in custody at the Secure Training Centre to take into account progress made by him/her and consequential changes made to his/her Training Plan. Any amendments or revisions should be printed out and provided to the Post-Release Supervisor, the Authority and members of Staff at the Secure Training Centre who are working directly with the Trainee. Summaries of any such amendments or revisions will be provided to the Trainee and his/her family/carer on request.

B4 Trainee Personal Record

The Contractor will maintain a Trainee Personal Record for each Trainee in custody at the Secure Training Centre, which will include his/her Management Plan, Training Plan and Record of Achievement. Trainee Personal Records will be kept in the Secure Training Centre's filing system and access to the filing system will be regulated to ensure that confidentiality of each Trainee's Trainee Personal Record is maintained in accordance with the STC Rules. Access to the Trainee Personal Record of each Trainee in custody at the Secure Training Centre by him/her and relevant third parties such as his/her Post-Release Supervisor and his/her family/carer will be encouraged subject to necessary safeguards and restrictions. Each Trainee will be provided with suitable extracts from his/her Trainee Personal Record relating to his/her assessment, training and progress on request.

The Contractor will provide a Trainee Information Management System in order to manage each trainee's confidential records. Access to this system will be restricted to those Staff with a legitimate need to do so.

B5 Monitoring and Review

The progress of each Trainee while in custody at the Secure Training Centre will be closely monitored, recorded and regularly reviewed by the relevant Staff at the Secure Training Centre in line with National Standards set by the Authority. His/her Training Plan will be regularly reviewed and updated in the light of and to take account of such progress as and when necessary. Each Trainee in custody at the Secure Training Centre will meet his/her Keyworker weekly to discuss his/her progress. His/her Keyworker will submit a progress report based on his/her monitored performance once each fortnight to the designated Residential Manager (as specified in Appendix 5) appointed by the Director. A case manager will co-ordinate a monthly review of his/her Training Plan which will include an oral report on the Trainee from each member of the training staff directly involved with him/her. His/her Post-Release Supervisor will be a key member of the training team responsible for him/her and will contribute to his/her progress reviews as appropriate. Targets and objectives set out from time to time in the Trainee's Training Plan will be agreed with the Trainee and his/her Post-Release Supervisor as well as the other staff working directly with the Trainee. Where possible, his/her family/carer will be included in the monitoring and review process. Formal reviews of the Trainee's Training Plan will be held in accordance with the National Standards and reports of these reviews will be placed on the Trainee's Record as soon as reasonably practicable after their completion.

Reviews for Trainees who are subject to a Section 91 Order will be held in accordance with the Case Management Guidelines including the preparation by the Contractor of information in respect of Trainees required by the Parole Board.

Independent Persons will be invited to Trainee reviews.

The final review before release into the community will take place at least two weeks before release. The review will be structured in a similar manner to all others that have occurred during the period at Secure Training Centre. It will concentrate on the needs of the Trainee after re-integration into the community. All the previous reviews will have been working towards this final meeting and under normal circumstances the meeting will be used to finalise and confirm the arrangements that have already been worked on over the period of the Trainees stay in the Secure Training Centre. The Key Worker will take the lead in arranging the final review meeting by ensuring that all the people involved are given adequate time to prepare their final reports and make themselves available.

This Multi-discipline panel will include as a minimum:

- Health Care Worker.
- Key Worker.
- Parents/Carers.
- Post Release Supervising Officer.
- Psychologist.
- Representative from living unit.
- Social Worker.
- Teacher.
- Trainee.

Section C : Admission Procedures

The Contractor shall comply or procure compliance with the following requirements of this Section C:

C1 General

The admission procedure will be handled with consideration and understanding for the state of bewilderment, apprehension and fatigue in which many Trainees will arrive at the Secure Training Centre. An important aspect of the admission procedure will be to put Trainees at ease in the course of completing the necessary formalities relating to their arrival at the Secure Training Centre and for the Staff handling the admission procedure to act properly to resolve any immediate anxieties which Trainees may have in relation to their arrival and custody at the Secure Training Centre.

C2 Procedure for the Handing Over of Trainees by Escort Officers to the Secure Training Centre

On each Trainee's arrival at the Secure Training Centre, the Escort Officers escorting the Trainee will hand him/her over to the Staff handling his/her admission to the Secure Training Centre together with his/her Warrant of Commitment, any court recommendation made in respect of him/her, his/her cash, property, clothing and official records, and any other relevant documentation in respect of him/her. If the Trainee has any visible injuries or complains of any other injury, or if the Staff are in doubt or they believe that the Trainee has incurred an injury the Staff handling his/her admission to the Secure Training Centre will ask the Escort Officers escorting him/her to provide written confirmation that the injuries to the Trainee were present, or that the complaint as to other injuries had been made by the Trainee, at the time of his/her handover by the Escort Officers to Staff at the Secure Training Centre. If the Trainee has received any medical treatment or attention while in the custody of the Escort Officers, the Escort Officers will provide a full written report of such treatment or attention together with details of any medication received by the Trainee while in their custody to the Staff handling his/her admission to the Secure Training Centre. If the Trainee is being returned to the Secure Training Centre following a court appearance, the Escort Officers will notify Staff at the Secure Training Centre of the outcome of such court appearance and any requirements laid down by the court in relation to any future court appearance of the Trainee. When the Staff handling the Trainee's admission to the Secure Training Centre are satisfied that he/she should be admitted to the Secure Training Centre, they will sign the appropriate forms provided by the Escort Officers to the effect that they have taken custody of the Trainee at the Secure Training Centre.

C3 Admission Procedure Outline

On arrival at the Secure Training Centre, each Trainee will be met by a senior Manager (who must be a Custody Officer) designated by the Duty Director, Assessment Team member, a Social Worker and a qualified nurse. The admission procedure will take place in the admission suite and Health Care Centre. He/she will be shown a short video about the Secure Training Centre. The Assessment Team member, Social Worker and/or qualified nurse from the Secure Training Centre will conduct a private structured interview with the Trainee which will include an initial risk assessment in respect of suicide and/or self-harm. Female Trainees will be interviewed by a female member of the Assessment Team, Social Worker and/or qualified nurse. A standard medical inspection of the Trainee will be made by the qualified nurse. After the Trainee has been interviewed by a Assessment Team member, Social Worker and/or qualified nurse and the Duty Director, he/she will be

offered the opportunity to have a hot shower or bath and details of the clothing and property which he/she has brought with him/her to the Secure Training Centre will be recorded. He/she will be issued with a pack, which will include personal items, stationery and writing materials.

C4 Hours when Trainees will be Accepted

Trainees may arrive at the Secure Training Centre at any time of the day or night or at the weekend and, subject to the provisions of this Section C, will immediately be admitted to the Secure Training Centre regardless of the time of their arrival. Specialist staff required for the admission procedure (qualified nurse and a Social Worker) will be on call 24 hours a day. The Escort Provider will contact the Secure Training Centre to agree a time for the delivery of each Trainee and will inform the Secure Training Centre if that time is likely to change for any reason. Irrespective of the time at which a Trainee arrives at the Secure Training Centre, the full admission procedure as specified in this Section C must be completed immediately following his/her arrival at the Secure Training Centre. If the senior Manager considers that placing the Trainee in a bedroom following the completion of his/her admission procedure would be inadvisable by reason of his/her late arrival at the Secure Training Centre, he/she may be placed in a bedroom in the Health Care Centre. The Trainee will be transferred to his/her allocated bedroom by no later than 10.00 am on the morning following admission.

C5 Checking of Warrant of Commitment

Immediately after each Trainee arrives at the Secure Training Centre and prior to the commencement of the admission procedure, the senior Manager will verify the validity of the Warrant of Commitment made in respect of him/her and the identity of the Trainee named in the Warrant of Commitment. Verification of the Warrant of Commitment will include checking the Trainee's name, properly identifying him/her as the person named in the Warrant of Commitment, checking the duration of the Order or court authority for remand as specified in the Warrant of Commitment and ensuring that the Warrant of Commitment is duly signed and dated. If there are any doubts as to the validity of the Warrant of Commitment or the identity of the Trainee named in the Warrant of Commitment, the senior Manager will take immediate steps to establish whether the person to be admitted to the Secure Training Centre can be lawfully detained at the Secure Training Centre. If not, the matter will be referred to the Authority who will give instructions about what action is to be taken. No Trainee will be refused admission to the Secure Training Centre other than in accordance with the terms of Clause 30.5 of the Contract.

C6 Challenge by a Trainee

A Trainee wishing to challenge the legality of his/her detention at the Secure Training Centre on arrival at the Secure Training Centre or during the admission procedure will immediately be offered the means to contact his/her family/carer and/or his/her legal adviser by a free telephone call, letter or facsimile transmission. However, the Trainee will not be refused admission to the Secure Training Centre or released from the Secure Training Centre pending the outcome of his/her challenge.

C7 Cash, Property and Clothing to be Recorded and Stored Safely

On each Trainee's arrival at the Secure Training Centre, the Escort Officers escorting him/her will hand over to the Staff handling his/her admission to the Secure Training Centre his/her cash, property, clothing and official records (including any post-sentence report) and any other relevant documentation relating to him/her. The Staff handling the Trainee's admission to the Secure Training Centre will record receipt of his/her cash, property, clothing, official records (including any post-sentence report)

and any other relevant documentation relating to him/her on the appropriate forms provided by the Escort Officers. During the admission procedure, the cash, property and clothing of the Trainee being admitted to the Secure Training Centre will be checked and recorded on forms approved by the Authority. Property and clothing not retained by the Trainee will be stored securely and under suitable conditions. Special storage and accounting arrangements will apply in respect of valuable property belonging to a Trainee. Monies belonging to Trainees will be held in a separate account from the general cash accounts of the Contractor, and the Contractor will maintain a separate bank account (the "Trainee Bank Account") for this purpose.

C8 Provision of Trainee Admission Information to the Authority

Information will be passed to the Authority about Trainees' admissions to and vacancies at the Secure Training Centre daily by the Contractor in accordance with Clause 30.4 of the Contract.

C9 Provision of Information to the Trainee

The Staff handling each Trainee's admission to the Secure Training Centre will satisfy themselves that he/she has understood the information given to him/her and ask him/her whether there are any urgent matters of a personal or domestic nature which he/she needs to know or which need to be dealt with as a matter of urgency. The Trainee will be given access to a telephone in privacy for these purposes at the Contractor's expense.

C10 Privacy

During the admission procedure, careful attention will be paid to ensuring the privacy of the Trainee being admitted to the Secure Training Centre. Any medical information given by or obtained from or in relation to him/her will be held in strict confidence and will only be disclosed to:

(i) healthcare staff and to outside specialists and/or medical practitioners in the interests of the Trainee's health; and

(ii) the senior Manager and/or the Authority in the interests of the health, safety and security of any Trainee, member of staff and/or visitor at the Secure Training Centre.

C11 Clothing and Physical needs

During the admission procedure, the Trainee being admitted to the Secure Training Centre will be offered the opportunity to have a hot shower or bath, and provided with clean and sufficient bed linen, articles of toiletry and stationery. If the Trainee is unable to wear or provide his/her own clothing or has insufficient clothing of his/her own, he/she will be provided with appropriate articles of clothing in accordance with L18 of this Part 1 of Schedule D.

C12 Provision of Meals or Light Refreshments

A Trainee who arrives at and is in the process of being admitted to the Secure Training Centre during normal meal times will be provided with a meal from the kitchen in a suitable container. A Trainee who arrives at and is in the process of being admitted to the Secure Training Centre outside normal meal times and who has not eaten for over four hours will be able to select a chilled meal from a range of choices which will then be heated in a microwave located in the admissions/healthcare suite.

C13 Health Screening on Admission

In the course of his/her admission to the Secure Training Centre, each Trainee will be screened for physical or mental health problems by a qualified nurse. The Trainee will be seen by a medical practitioner within 24 hours of his/her arrival at the Secure Training Centre.

C14 Screening for Risk of Suicide and/or Self-Harm

In the process of his/her admission to the Secure Training Centre, each Trainee will be screened to identify the risk of his/her suicide and for indicators of vulnerability and self-harm by a qualified nurse, who has received training in the identification of risk factors for suicide and self-harm. A section of his/her Trainee Personal Record will record any action which the qualified nurse or Social Worker Assessment Team member who has most recently assessed him/her for the risk of his/her suicide and/or self-harm has recommended should be taken in relation to him/her and any special supervision which such qualified nurse or Social Worker Assessment Team member has recommended as necessary at night when he/she is locked in his/her Bedroom. The Trainee will be regularly re-assessed by the relevant Staff as part of his/her review process and on any subsequent return to the Secure Training Centre. All Staff who have direct contact with Trainees must know, understand and carry out any instructions issued by the Contractor on the management of suicide and self-harm risks based on the Contractor's suicide and self-harm risk policy for the Secure Training Centre. The Contractor will submit its suicide and self-harm risk policy including its methods of assessing and dealing with Trainees at the Secure Training Centre assessed as vulnerable to the Authority for its approval no later than 4 months before the Scheduled Opening Date.

C15 Medical Reports

Medical reports will be prepared on each Trainee in the course of his/her admission to the Secure Training Centre using forms approved by the Authority no later than 4 months before the Scheduled Opening Date.

C16 Admission Report

On completion of his/her admission to the Secure Training Centre and, in any event, within 2 hours of the Trainee arriving at the Secure Training Centre, his/her Management Plan, will be compiled by the Staff who handled his/her admission and approved by the Duty Director within 24 hours of admission. The Management Plan, will record basic information on the Trainee and any significant action to be taken in the first twenty-four hours in connection with the Trainee's admission to and custody in the Secure Training Centre by Staff, the Trainee and Social Worker or psychologist. The issues covered in the Trainee's Management Plan will include his/her personal safety, health management and Unit allocation together with any problems, difficulties or concerns of the Trainee identified during the admission procedure. Copies of the Trainee's Management Plan will be circulated, as soon as reasonably practicable after its approval by the Duty Director, to the relevant Staff in direct contact with the Trainee during his/her first 24 hours in the Secure Training Centre and to other Staff who will be involved in his/her Training Plan. A copy of the Trainee's Training Plan will also be sent to the Post-Release Supervisor, or local authority in the case of a Looked After Child.

C17 Induction

The programme of activities in which each Trainee will participate as part of his/her Training Plan will be designed to tackle his/her negative and anti-social attitudes and criminal behaviour and will include:

(i) Information introducing the Trainee to life within the Secure Training Centre and give information on how the Secure Training Centre is run. It will include a guided tour of the Secure Training Centre. A training pack containing personal items, stationery, writing materials and a progress diary will be issued to the Trainee.

(ii) Information will be given to the Trainee to enable him/her to develop new relationships and to evaluate and learn how to deal with negative, anti-social and potentially damaging situations and relationships. It will give guidance to the Trainee on whom he/she should contact, how to contact them and what should be said, and will give him/her the opportunity to make contact with a relevant Yot worker via telephone. It will also help the Trainee to resolve any difficulties caused by him/her being in custody at the Secure Training Centre, such as identifying a need for legal advice, identifying and paying off his/her debts, locating personal possessions, and missing friends and family.

C18 Training Plan – Targets and Objectives

Each Trainee will be encouraged to acquire motivation and a positive attitude towards him/herself and his/her position and role in society by undertaking a series of targets and objectives, which may be incorporated into an early/late release scheme. Each Trainee's targets and objectives will be reviewed after 10 working days. The targets and objectives include:

(i) a set of practical challenges and individual assessment techniques designed to identify and emphasise the Trainee's strengths and abilities;

(ii) exercises designed to teach the Trainee how to control his/her fear in a variety of situations and how to overcome a feeling of defeatism by, for example, making a presentation to Staff at the Secure Training Centre;

(iii) exercises to promote teamwork and trust in others (other Trainees and Staff or local volunteers will be involved in these exercises) and a variety of leadership exercises;

(iv) practical tests to assess the Trainee's domestic skills and instruction on how to acquire domestic skills such as preparing and cooking a simple meal for two, washing and ironing, repairing a broken bicycle;

(v) challenges and exercises to develop the Trainee's creative abilities and communication skills by, for example, psycho-drama improvisation, public speaking, painting, performing a song or poem;

(vi) challenges to develop caring attitudes in the Trainee towards others and to encourage him/her to help others.

C19 Calculation of Sentence

The Contractor will ensure that each sentenced Trainee, subject to a Detention and Training Order, is informed of his/her provisional date of release from the Secure Training Centre and the date on which he/she will no longer be subject to the Order made in respect of him/her within 24 hours of his/her admission to the Secure Training Centre. Trainees detained under a Section 91 Order will be notified within 24 hours of receipt from the Prison Service of the sentence calculation.

C20 Representations/Complaints

All Trainees in the Secure Training Centre will have reasonable access to a comprehensive representations procedure which includes arrangements for

petitions/submissions to HM The Queen, both Houses of Parliament, the European Commission for Human Rights and the Parliamentary Commissioner for Administration, as defined in the Parliamentary Commissioner Act 1967. The representations procedure will provide Trainees with the opportunity to make complaints about their custody and treatment in the Secure Training Centre, challenge decisions made about them while in custody at the Secure Training Centre and raise any genuine concerns, that they may have about the Secure Training Centre or as Trainees. The Contractor will ensure that:

(i) Trainees receive information during their induction, which explains how the representations procedure works.

(ii) Information and advice are readily available to Trainees from Staff about what constitutes a representation, how representations are made, who will investigate a complaint, what the timescales involved are, and avenues of appeal. Trainees will also be informed by Staff of support available to them including counselling, their right to representation by an independent third person and how Independent Persons will assist Trainees as part of the representations procedure.

(iii) Representation procedures are accessible to Trainees, easy for them to understand, conciliatory, fair and impartial.

(iv) Representations are treated confidentially and are investigated as thoroughly and speedily as reasonably practicable.

(v) Trainees are able to discuss making a representation with someone independent of the Staff at the Secure Training Centre and the Contractor, and may make a representation to such a person. Trainees will be given access to telephone helplines (including Childline, the Samaritans and Citizens Advice Bureaux).

(vi) Trainees will be able to make a representation in writing to the Director, Head of Department (Care), the Monitor, the Contractor's Headquarters, Independent Persons, the Authority and an appropriate local authority contact under confidential cover of a sealed envelope.

(vii) Support and counselling in relation to making a representation is available to Trainees at all times.

(viii) All responses to any representation made by a Trainee are clearly communicated to and understood by the Trainee and his/her rights of appeal are clearly explained to him/her.

(ix) The receipt of any representation, whether written or oral, will be acknowledged within one day of receipt.

(x) A Trainee receives a response to an oral representation made by him/her within one week of the representation being made.

(xi) A Trainee receives a response to a written representation made by him/her within two weeks of the representation being made.

(xii) A Trainee receives a response to any appeal made by him/her against a decision made in relation to his/her representation within three weeks of the appeal being made.

(xiii) A record is kept of all representations, both oral and written, and all appeals made by Trainees and the date recorded on which responses are made.

Section D : Learning & Skills

The Contractor shall comply or procure compliance with the following requirements of this Section D:

D1 General

The education and vocational training programme set out in each Trainee's Training Plan will be a key component of his/her Training Plan and will be specially tailored to his/her educational needs with a view to bringing him/her up to a level of educational attainment commensurate with his/her abilities, especially in literacy and numeracy. The assessment process undertaken by teachers will provide the basis for the educational and vocational training programme set out in his/her Training Plan by identifying his/her educational skills, ability, attainments and deficits. The Trainee's Training Plan will set out his/her educational goals while in custody at the Secure Training Centre and his/her training programme and other means by which, in discussion with the Trainee, it has been agreed that he/she will achieve these goals. The Trainee's goals and his/her education and vocational training programme will be regularly assessed by the teachers directly responsible for his/her education and training in the light of his/her progress, and will be amended as and when necessary to reflect the Trainee's academic and vocational achievements and/or failings.

D2 Developmental Education

Each Trainee in custody at the Secure Training Centre will be provided with education and training in the following areas with a view to maximising his/her personal and academic potential:

(i) School/College - conventional education appropriate to his/her academic level, abilities and needs on every weekday morning and afternoon;

(ii) Crime Avoidance - a programme for tackling offending behaviour (except in the case of remanded Trainees, for whom this may be an option subject to the Trainee having obtained appropriate advice from his/her legal adviser);

(iii) Domestic Training - practical tuition given to him/her and other Trainees of a similar age and maturity on how to cope with basic day-to-day activities in the home environment such as cooking and cleaning;

(iv) Social Education - he/she will be given the opportunity through award schemes and constructive use of his/her leisure time in the evenings and at weekends to acquire and develop interests to occupy his/her leisure time while in custody in and after his/her release from the Secure Training Centre.

D3 Education Records

The Contractor will use its reasonable endeavours to obtain each Trainee's education records to date as soon as practicable after his/her admission to the Secure Training Centre. Outreach workers will assist in this process where necessary.

D4 Planning the Education and Vocational Training Programme

The education and vocational training programme to be provided to Trainees at the Secure Training Centre will be designed to take account of the following:

(i) Trainees of school age in custody at the Secure Training Centre will be provided with a curriculum appropriate to their age, ability and aptitude and any special educational needs which they may have. The curriculum provided to Trainees of school age in custody at the Secure Training Centre will be broad and balanced and will as far as reasonably practicable reflect the National Curriculum.

(ii) Trainees who are of school age on release from the Secure Training Centre and who will return to the mainstream education system will, as far as is reasonably practicable, be given the opportunity to continue their education in the Secure Training Centre in accordance with the National Curriculum and to continue and/or begin examination course work, where appropriate and practicable, with the co-operation of the schools which they were attending prior to their custody at the Secure Training Centre.

(iii) Trainees who are, either at the time of their admission to or during their time in custody at the Secure Training Centre, or who on their release from the Secure Training Centre will be above school age will receive an appropriate and mutually acceptable educational and vocational training package designed to prepare them for entrance to further education or a job and which is, as far as reasonably practicable, similar to that provided by a College of Further Education.

D5 Contents of the Education and Vocational Training Programme

While in custody at the Secure Training Centre, each Trainee will be provided with:

(i) a minimum of 25 hours a week taught lesson time in education and/or vocational training - the time allocation between education and vocational training will be appropriate to his/her age and needs - which will include:

(a) 1 tutorial session each week, such session to take up no more than 1 hour of taught lesson time each week, in which a teacher will assess his/her progress against the educational goals set in his/her Training Plan, set new objectives for the forthcoming week and, where appropriate, for longer periods of time, and plan for his/her continuing after release from the Secure Training Centre; and

(b) health education provided by qualified nurses using material supplied by the Health Education Council and others. Such education to take up no more than 1 hour of taught lesson time each week;

(ii) 1 hour a day of crime avoidance programmes (except in the case of remand Trainees, for whom this may be an option (see D2 (ii) above));

(iii) 42 hours a week of domestic training; and

(iv) 24 hours a week of social education.

D6 Teaching Staff

(i) Sufficient full-time equivalent teachers as specified in Appendix 5A to this Schedule D will be employed at the Secure Training Centre. Approved or escorted sessional/supply teachers will be employed at the Secure Training Centre to supplement the education and vocational training programme provided to Trainees at the Secure Training Centre when necessary and to provide relevant cover when any of the full-time teachers employed at the Secure Training Centre are on annual leave, sick or on training courses. The teaching staff will between them have the qualifications and experience necessary to cover all the National Curriculum subjects for Key Stages 3 and 4 and post 16 year old education, including physical education. All teachers employed at the Secure Training Centre, whether full-time or sessional, will be recruited for, and employed at, the Secure Training Centre in accordance with the relevant provisions of Section O of this Part 1 of Schedule D, and will have the relevant qualifications, skills and experience required for personnel to be employed as teachers at the Secure Training Centre set out in

Appendix 6. All teachers employed at the Secure Training Centre must be able to demonstrate that they have had experience in, and will be able to deal with, teaching mixed ability classes at the relevant Key Stages, tackling negative attitudes towards the education system and motivating their pupils to achieve their educational goals.

(ii) The maximum number of Trainees which each teacher will teach together as a class will be no more than 8, except as specified at paragraph (iii) below. Each teacher will be assisted in his/her teaching duties by a Care Officer who will have received training to act as a learning support assistant, approved by the Authority, in educational supervision and classroom management techniques. If a teacher shall teach a class of more than 6 Trainees that teacher will be assisted in his/her teaching duties by an additional Care Officer for each multiple of 6 Trainees or part thereof (i.e. 1 to 6 Trainees = 1 Care officer; 7-11 Trainees = 2 Care Officers; 12-17 Trainees = 3 Care Supervisor(s)/Officers, and so on);

(iii) Classes in excess of 8 Trainees will only be permitted for the following activities:

- Physical Education
- Religious Education
- Music
- Performing Arts.

Any activity involving 20 or more Trainees will require the additional presence of the shift manager throughout.

D7 Non-Contact Time for Teachers

As part of his/her duties, the non-contact time of each teacher will include undertaking the following tasks:

(i) assessing educational assignments completed by Trainees at the Secure Training Centre in taught lesson time or at other times;

(ii) reviewing the effectiveness of courses offered to Trainees at the Secure Training Centre;

(iii) planning new educational initiatives for Trainees at the Secure Training Centre;

(iv) liaising with educational and training establishments which Trainees attended prior to their admission at the Secure Training Centre and/or will or may attend after their release from the Secure Training Centre;

(v) taking part in training courses either at or outside the Secure Training Centre; and

(vi) reviewing Training Plan targets and objectives.

D8 Education Advisory Group

An advisory group consisting of specialists in the provision of mainstream education (the "Education Advisory Group") will be set up and will meet at least twice a year. The Education Advisory Group will include a member of the advisory services of the local education authority and at least two other people from a comprehensive school or schools in the area in which the Secure Training Centre is situated who have an appropriate level of knowledge in respect of the standards of education required at Key Stages 3 and 4 and who have had appropriate experience in drawing up a curriculum for the education of children at Key Stages 3 and 4. Members of the Education Advisory Group will visit the Secure Training Centre as necessary to observe the education and vocational training programme provided to Trainees at the Secure Training Centre and to give advice to the teachers employed at the Secure Training Centre and the Head of Department (Education).

D9 Educational and Vocational Training Programme

The education and vocational training programme provided for Trainees in custody at the Secure Training Centre will be made up from the following components tailored for the individual Trainee's needs:

(i) Basic Skills such as basic numeracy, reading and communication skills:

(a) Basic numeracy and linguistic skills will be taught to Trainees with the use of appropriate computer software packages, where appropriate or suitable. Trainees will be given simple instruction on the use of information technology.

(b) Trainees will be given instruction on how to manage their money and time, measuring, making simple calculations and understanding simple tables and charts.

(ii) National Curriculum:

(a) All Trainees of school age will be provided with a broad and balanced curriculum which, as far as is reasonably practicable, reflects the National Curriculum in accordance with D4(i) and (ii). Trainees of school age will be taught in accordance with their individual abilities and needs.

(b) All teachers employed at the Secure Training Centre to teach National Curriculum subjects or post 16 year old education will have appropriate experience and/or training in teaching children who have not responded to traditional methods of teaching in schools and will be committed to using and introducing methods of education and vocational training at the Secure Training Centre which will motivate Trainees to maximise their academic/educational potential.

(c) Links will be developed with local schools, Colleges of Further Education, business and industry to encourage relevant members of the local community in the area in which the Secure Training Centre is situated to participate in and contribute to relevant areas of the educational and vocational training programme at the Secure Training Centre.

(d) Personal Health and Social Education (PHSE), careers advice and Citizenship will be delivered to Trainees, as well as a life skills programme as part of the National Curriculum.

(iii) Vocational Training

Trainees who are 16 years of age and above and other younger Trainees for whom it is considered to be more appropriate will be offered a more vocationally orientated programme based on GNVQ Foundation or Part One Courses.

(iv) Health Information

All Trainees will be provided with information on drugs, alcohol, smoking, diet, healthy living, sex and relationships appropriate to their age.

(v) Social Education

As part of living in the Secure Training Centre Trainees will receive education in the following areas:

(a) Trainees will be given opportunities to understand their cultural background, family background, traditions and roots;

(b) Trainees will be given exercises and training to help them develop caring and sensitive attitudes towards others by methods such as assertiveness training;

(c) Trainees will be given instruction which promotes anti racist and anti oppression behaviour;

(d) Trainees will be given social skills training to give them the opportunity to learn how to cope with the requirements of day to day life on their release form the Secure Training Centre;

(e) Trainees will receive instruction on the rules and disciplines of school, work and leisure activities, and how to adhere to them;

(f) Trainees will receive instruction on basic day to day skills which they will need on their release from the Secure Training Centre such as cooking, budgeting, mending clothes and repairing domestic equipment.

(vi) Health and Fitness Programme

A health education and fitness programme will be provided for each Trainee in the Secure Training Centre as part of his/her Training Plan.

(vii) Education Progress Review

Education progress will be reviewed as an integral part of the Training Plan.

D10 Timetable

The weekly timetable will consist of 25 hours education weekly based on the National Curriculum and good practice guidelines. A model timetable is attached at Appendix 3.

D11 Support of Education

The Contractor will provide, or procure the provision of, all materials reasonably required to support the education and vocational training programme at the Secure Training Centre whether required for private study or in classes.

D12 National Record of Achievement

Each Trainee's achievements while in custody at the Secure Training Centre will be recorded in his/her Record of Achievement. The Trainee will be able to take away with him/her a printout of his/her Record of Achievement on release from the Secure Training Centre. Each Trainee's Record of Achievement will be stored on the Trainee Record in a format approved by the Department for Education and Skills. Trainees will be encouraged to contribute to the compilation, review and updating of their Record of Achievement.

D13 Facilities

The Contractor will provide, or procure the provision of, a number of dedicated areas and facilities for education and vocational training consisting of both multi-purpose and fitted-out or specially equipped areas such as those for practical science or computing. These will be as set out in Schedule A.

D14 Liaison with Post-Release Supervision Officer

Each Trainee's Post-Release Supervisor will be invited and encouraged to be fully involved in the development, review and update of the Trainee's Training Plan from time to time to ensure, as far as reasonably practicable, that arrangements are in place for the Trainee to return to full-time education, further education, training or work, as appropriate, on his/her release from the Secure Training Centre.

D15 Outside Links

The Contractor, the Community Forum and, where appropriate, individual members of staff will be responsible for establishing contacts with appropriate schools, colleges of further education, businesses and industries in the area in which the Secure Training Centre is situated to encourage participation from and contributions by them to the education and training of Trainees during their period in custody at the Secure Training Centre.

D16 Physical Education

A physical education programme for Trainees will be incorporated in the education and vocational training programme at the Secure Training Centre in accordance with the model timetable attached at Appendix 3. Trainees will also be given access to physical education facilities and will be encouraged to participate in physical education activities as part of social education and at times other than during periods when Trainees are involved in educational and vocational training activities.

Section E: Tackling Offending: Crime Avoidance (Sentenced Trainees and Remand Trainees covered by Section D2 (ii) above)

The Contractor shall comply or procure compliance with the following requirements of this Section E:

E1 Profile

During each sentenced Trainee's Training Plan, in conjunction with the Trainee's Post-Release Supervisor, Staff working with the Trainee will use their reasonable endeavours to build up written profiles of his/her criminal behaviour and tendencies which are as accurate as possible, using objective appropriate for employment outside the Secure Training Centre which can be continued after release. They will then analyse these profiles and produce a crime avoidance action plan for the Trainee, setting out the action to be taken while he/she is in custody at the Secure Training Centre in order to tackle his/her criminal behaviour and tendencies. The crime avoidance action plan will be incorporated into his/her Training Plan. The Trainee's profiles of his/her criminal behaviour and tendencies will be built up, and will be reviewed and updated from time to time while he/she is in custody at the Secure Training Centre together with his/her crime avoidance action plan as follows:

(i) The Trainee's Offending Profile - During his/her Training Plan, the Staff working with the Trainee will produce an initial profile of his/her criminal behaviour based on documents such as his/her ASSET, post-court reports, pre-sentence reports, police records of previous convictions and cautions, medical reports and school reports which have been supplied by the relevant organisations to Staff on a confidential basis. Further information on the Trainee's record of convictions will be sought from the Yot. A range of techniques will be used to elicit further information about and evidence of his/her criminal behaviour from the Trainee including story-telling and structured interviews. If the Trainee agrees, his/her Keyworker will interview his/her family/carer and/or a teacher or youth worker who has been involved with him/her prior to his/her arrival at the Secure Training Centre in order to obtain additional information about his/her criminal background and activities.

(ii) The Trainee's Criminogenic Profile - The Staff working with the Trainee will produce an initial profile of his/her criminal tendencies using methods designed to identify the reasons which lie behind his/her criminal behaviour and patterns of offending. If additional information is required Staff at the Secure Training Centre will request this from the Post Release Supervisor, and on receipt will update and amend ASSET and use such information to assist in crime avoidance programmes.

E2 Crime Avoidance Programme

Each sentenced Trainee will spend one hour a day while in custody at the Secure Training Centre following a crime avoidance programme. In addition, he/she will be expected to undertake assignments relating to his/her crime avoidance action plan as agreed with his/her Care Supervisor and/or Keyworker in his/her own time for at least 1 hour each week. Each Trainee's crime avoidance action plan, although tailored to his/her personal requirements, will:

(i) examine the decision-making processes which induced the Trainee to become involved in, and to continue his/her, criminal activities and to commit specific crimes;

(ii) identify specific events and circumstances which trigger, or are likely to trigger, the Trainee's criminal behaviour and examine the effects of his/her criminal behaviour on the Trainee;

(iii) examine the undesirable and/or indirect consequences of the Trainee's criminal behaviour on the Trainee, his/her victims and relevant third parties;

(iv) examine how the end results desired by the Trainee from his criminal activities could be achieved in other ways;

(v) consider other activities in which the Trainee could become involved as an alternative to his/her previous criminal activities and build up his/her social skills to enable him/her to get the most out of these activities;

(vi) use peer pressure and older role models to challenge the Trainee's views of and attitudes to criminal behaviour and instil acceptable social behaviour in him/her;

(vii) examine the ways in which the Trainee should be able to resist the temptation to recommence his/her criminal activities after release from the Secure Training Centre and put in place a plan of action for dealing with such temptation.

E3 Standing Advisory Group

A standing advisory group on crime avoidance will be formed no later than four months prior to the Scheduled Opening Date which will include the Director, the Heads of Department, representatives from the Contractor's education advisors and consultants experienced in youth justice programming and psychiatry. This group will determine and put in place prior to the Scheduled Opening Date detailed plans for the crime avoidance programme which is to be made available to Trainees in custody at the Secure Training Centre and will meet at least twice each year after the Full Operation Date to evaluate the effectiveness of the crime avoidance programme available at the Secure Training Centre and to consider ways in which the programme could be made more effective.

E4 Crime Avoidance Action Plan

Under the crime avoidance action plan produced for each sentenced Trainee, he/she will attend a number of general courses (including an "offending behaviour" course) and specialised courses dealing with his/her specific crimes and any criminal tendencies which will, or are likely to, lead him/her to become involved in, and/or to continue, his/her criminal activities after release from the Secure Training Centre. His/her crime avoidance action plan will be reviewed and amended, if appropriate, in the weekly meetings with his/her Keyworker.

E5 Timetabling

Each sentenced Trainee will attend a session on crime avoidance for one hour on each day during his/her custody in the Secure Training Centre and will also attend individual discussions and counselling on crime avoidance with his/her Keyworker or a member of the Assessment Team at least once a week. He/she will be allocated to a group for his/her daily group session on crime avoidance on the basis of his/her age/maturity, length of period in custody at the Secure Training Centre and type of offending. A Trainee identified as having severe behavioural problems which increase the likelihood of him/her recommencing his/her criminal activities after release from the Secure Training Centre will receive psychiatric or psychological counselling as appropriate. Most courses which Trainees will attend as part of the crime avoidance programme will consist of one week blocks, but specific courses

followed by Trainees as part of their crime avoidance action plan will be tailored in terms of content and length to the individual requirements of the Trainee(s) following the course. The maximum number of Trainees in each group session on crime avoidance will normally be 8, but courses on crime avoidance will also be delivered to a smaller group or on a one-to-one basis where Trainees' crime avoidance action plans indicate that the crime avoidance programme would be more effective if followed in smaller groups or on a one-to-one basis.

E6 Content of the Crime Avoidance Programme and Offending Behaviour Programmes

A. Each Trainee's Training Plan will include objectives and targets to address criminogenic need which will include the following minimum requirements:

(i) assessment of and establishing objectives in relation to a Trainee's offending behaviour;

(ii) reducing risk of harm to self or others;

(iii) victim awareness;

(iv) employment;

(v) use of leisure time; and

(vi) substance misuse.

Staff at the Secure Training Centre will provide a range of interventions, which will be set out in each Trainee's Training Plan to address criminogenic needs. The purpose of these will be to reduce the risk of further offending on transfer to the community.

Staff at the Secure Training Centre must be able to show that all specific offence-focused groupwork is designed and delivered in accordance with principles of effective practice, including the YJB Key Elements of Effective Practice as issued by the Youth Justice Board from time to time, where applicable.

B. The Principles of effective practice are that offence-focused programmes:

(a) focus on criminogenic need identified by assessment;

(b) provide a degree of intervention appropriate to the offender's risk of further offending;

(c) are delivered in a learning style appropriate to the offender's age, developmental stage and ability;

(d) can be followed up by the supervising officer in the community;

(e) address the breadth of issues associated with offending, so that Trainees are able to learn a range of new skills and practise these during the course of the programme;

(f) are delivered with integrity, i.e. as originally intended so that they do not 'drift' and their effectiveness can be evaluated.

C. Staff at the Secure Training Centre will deliver offending behaviour interventions in the following way:

(i) Crime avoidance. This will be a general programme designed to help the Trainee understand the reasons for offending, challenge attitudes that support offending, explore the consequences of offending, and practise new problem solving skills. It will include work on reducing or avoiding substance misuse,

and work to combat oppressive attitudes, behaviour and discrimination. Crime avoidance may take the form of a motivational enhancement programme where a Trainee is serving a short Detention and Training Order.

(ii) Offence-focused groupwork programmes will be made available to Trainees on the basis of their assessed need. All Trainees will be expected to attend at least one programme during their stay at the Secure Training Centre unless they are assessed as unsuitable for groupwork in which case intervention must be provided through individual work. Staff at the Secure Training Centre will provide a range of groupwork programmes including programmes to address violence/anger management, acquisitive crime, car crime, and a programme to enhance Trainees' cognitive skills.

(iii) The Assessment Teams will ensure that each Trainee has an individual session focussing on their offending behaviour at least once a week. The purpose will be to reinforce work done in any groupwork programme, provide offence-focused work when it cannot be delivered by groupwork (for example, for sex offenders), provide help and support with practising new skills learned, and help enable relapse prevention. An individual session can if appropriate include the use of an interactive CD ROM programme provided this is supervised by Staff and discussed with the Trainee after each session.

Each sentenced Trainee must be encouraged to participate in restorative justice activity. This can be in crime avoidance, offender focused groupwork programmes, or in individual offending behaviour sessions with the Assessment Team.

D. Restorative justice activity must include at least one of the following components:

(a) learning about the consequences of crime for victims;

(b) taking part in reparation activities that have measurable benefits to the community

(c) where the Yot supervising officer is involved and the victim consents, writing a letter of apology to the victim of their particular offence.

E7 Monitoring and Evaluation

The standing advisory group on crime avoidance will monitor and evaluate the crime avoidance programme at the Secure Training Centre in accordance with E3 above. The monitoring and evaluation of each Trainee's crime avoidance action plan will be the responsibility of the Trainee's Keyworker. Apart from the review and updating of the Trainee's crime avoidance plan at the weekly meeting between the Trainee and his/her Keyworker, the Keyworker will discuss the Trainee's crime avoidance action plan at least once each week with other Staff working directly with the Trainee and at least once each month with the Trainee's Post-Release Supervisor and will incorporate appropriate changes suggested by such Staff and/or by the Trainee's Post-Release Supervisor into his/her crime avoidance action plan.

E8 Staffing

The Care Supervisor's employed at the Secure Training Centre will be responsible for the organisation of courses on crime avoidance at the Secure Training Centre. Unless specialist input is required, they will run the courses themselves. Where specialist input is required, the Care Supervisor(s) will be responsible for arranging such input, whether by other Staff such as an appropriate member of the Assessment Team and the health care Staff or by outside specialists at the Contractor's expense.

Individual counselling on crime avoidance, in addition to each Trainee's weekly meeting with his/her Keyworker or an appropriate member of the Assessment Team and/or in place of the group sessions on crime avoidance, will be available for any Trainee whose crime avoidance action plan indicates that one-to-one sessions on crime avoidance are necessary or are significantly more likely to result in him/her refraining from criminal activities on his/her release from the Secure Training Centre. Such counselling will be provided either by the Care Supervisor or other appropriate Staff or by outside specialists at the Contractor's expense as appropriate.

Section F : Regime Activities: Domestic Training and Social Education

The Contractor shall comply or procure compliance with the following requirements of this Section F:

F1 Time Out of Bedroom

Trainees in custody at the Secure Training Centre will only be locked in their Bedrooms between the hours of 9.30 pm and 7.30 am or, exceptionally, when necessary for their own safety or security or that of other Trainees. Trainees will be allowed access to their Bedrooms throughout the day in connection with matters of a personal nature, but will only be allowed to remain in their Bedrooms between the hours of 7.30 am and 9.30 pm as agreed with the Staff on duty in their Unit for specific purposes relevant to their Training Plans such as private study, reading, carrying out personal chores or writing letters. However, all Trainees in the Units (whether in their Bedrooms or not) must be properly supervised at all times in accordance with Section O4 of this Part 1 of Schedule D.

F2 Domestic Training

Each Trainee in custody at the Secure Training Centre will receive domestic training appropriate to his/her age and maturity. He/she will learn and practise routine domestic skills such as preparing simple meals and undertake chores in his/her Unit such as keeping his/her bedroom tidy, washing clothes and ironing. He/she will participate in everyday activities on his/her own - for example, writing letters, private reading and keeping a diary - and in a group with other Trainees in his/her Unit - for example, personal or group problem solving and discussion sessions supervised by Staff working in his/her Unit. His/her Keyworker will set and agree domestic training objectives and targets with him/her, which will be recorded in his/her Training Plan and Trainee Record. These objectives and targets will be reviewed and updated as appropriate at the Trainee's weekly meeting with his/her Keyworker. He/she will receive domestic training in his/her Unit for a total of 6 hours on each full day, which he/she spends in custody at the Secure Training Centre:

(i) At the start of each day - He/she will be encouraged as far as practicable to help in the serving and, if agreed with his/her Keyworker, the preparation of a simple breakfast in his/her Unit. After breakfast, an informal discussion of up to 30 minutes about his/her main training objectives for the day will take place with other Trainees and a Care Supervisor on duty in his/her Unit.

(ii) At lunch-time - He/she will eat his/her lunch in group sittings during the lunch period (not to exceed 2 hours). After eating lunch, he/she will return to his/her Unit where he/she will be given the opportunity and encouraged to learn how to do and to carry out general domestic tasks and/or everyday activities such as ironing, cleaning or writing a letter.

(iii) In the afternoon - He/she will return to his/her Unit for 2 hours on completion of the education/training day. He/she will be encouraged as far as practicable to participate in the serving and, if agreed with his/her Keyworker, the preparation of the evening meal in his/her Unit and to assist with clearing up the evening meal afterwards. He/she will be encouraged to participate in individual or group activities available within his/her Unit and may be given the opportunity to watch television for purely recreational purposes, subject to the requisite level of achievement in respect of his/her Training Plan being attained, under the supervision of the Care Supervisor on duty in his/her Unit. During the last 30 minutes of this 2 hour period Trainees will be encouraged to watch the television news with the other Trainees in his/her Unit and the Care Supervisor, and discussing the lead items with them.

(iv) At the end of each day - He/she will return to his/her Unit and, unless he/she has been identified as a vulnerable Trainee, will take part in a group discussion with the Care Supervisor on duty in his/her Unit to review each Trainee's individual behaviour, progress and achievements against the main training objectives which he/she agreed with the Care Supervisor on duty in his/her Unit that morning. Trainees will not be allowed to watch television during this period. Any Trainee who has been identified as being vulnerable, will be personally supervised by a Care Supervisor.

As part of his/her domestic training programme, each Trainee will attend a course designed to help him/her to learn how to look after him/herself on his/her release from the Secure Training Centre.

F3 Delivery of Domestic Training Programme

A team of Care Supervisors, Care Officers and Domestic Care Assistants employed at the Secure Training Centre will be assigned to each Unit and will be responsible for supervising the domestic training of Trainees within that Unit. At least one Care Supervisor or Domestic Care Assistant assigned to that Unit will be on duty in the Unit throughout each of the periods set aside for domestic training each day. A Domestic Care Assistant will assist the Care Supervisor, Care Officer or appropriate member of the Assessment Team on duty in the Unit throughout the periods set aside for domestic training at the start and end of each day and will be available to assist the Care Supervisor or appropriate member of the Assessment Team, if required, during the periods set aside for domestic training at lunch time and in the afternoon. Staff working directly with the Trainees in the Unit during the periods set aside for domestic training each day will, where practicable and appropriate, become actively involved in the Trainees' domestic training and will encourage them to meet their domestic training objectives and targets.

F4 Citizenship

Each Trainee in custody at the Secure Training Centre will participate in citizenship training through an accredited programme through the Open College Network. In addition, Trainees will work on the targets and objectives in their Training Plan.

(i) Futures Programme

Trainees can undertake work on a programme which is designed to fit in with the National Curriculum framework specifically aimed at offenders or people with behavioural problems. It aims to develop skills with a recognised qualification. Trainees will be offered a range of progression routes depending on their length of stay at the Secure Training Centre. These will include GCSEs, NVQs, or GNVQs. The course is designed for short and long -term offenders and certificates can be given once a unit is completed. Long-term offenders will have the opportunity to complete all 9 units.

(a) Secure Training Centre Service – Each Trainee will spend one hour each week doing chores within the Secure Training Centre. He/she will be allowed to choose what chores he/she will do from a list of chores which his/her Keyworker has agreed will be appropriate for him/her to do, bearing in mind his/her age, gender, maturity and the objectives set out in his/her Training Plan.

(b) Appropriate chores will include but not be limited to helping to construct a recreation area for children visiting the Secure Training Centre, greeting guests visiting the Secure Training Centre, writing an article for the Secure Training Centre newsletter/magazine,

producing works for art for display in the Secure Training Centre and maintaining flower beds adjacent to his/her Unit.

(c) Life Skills - Each Trainee will be encouraged to acquire and perfect appropriate social skills such as learning how to cook.

(ii) Positive Activities - Each Trainee will spend about a quarter of the time set aside for his/her social education in the evenings and at the weekends taking part in supervised recreation and organised activities in order to help him/her to develop interests which will form the basis of a satisfying, crime-free social life after his/her release from the Secure Training Centre. He/she will be encouraged to participate in socially acceptable activities of particular interest to him/her, some of which may be carried out on his/her own and the remainder of which will be carried out with his/her peers. Trainees will also be encouraged to make use of the leisure facilities available to them in the Secure Training Centre under appropriate supervision. Positive activities will include:

(a) Home Area Social Activities - A course on which Trainees will be helped to identify, and shown how to make the best use of, social facilities available to them in their home area on release from the Secure Training Centre. Practical activities will include learning how to use library facilities and finding out about entry requirements for the main sporting clubs in their home area.

(b) Sport – The Care Supervisor and Staff appropriately qualified to teach and/or supervise physical education activities will encourage sports clubs in the area in which the Secure Training Centre is situated to visit the Secure Training Centre and demonstrate appropriate sporting activities to the Trainees. Disabled organisations will be offered the opportunity to visit the Secure Training Centre and take part in sporting activities with the Trainees.

(c) Outside Organisations/Schemes - Trainees will be given the opportunity to participate in appropriate programmes developed by outside organisations for use in custodial establishments. Relevant outside organisations and schemes include the Guides/Scouts and the Duke of Edinburgh's Award Scheme.

(iii) Crime Avoidance Programme - Each sentenced Trainee will be required to participate in appropriate programmes and activities on crime avoidance as part of his/her crime avoidance action plan for at least one hour each day at weekends. The weekend programmes and activities on crime avoidance will form part of the Trainee's social education and will include:

(a) Restorative Justice – In accordance with the targets and objectives set in the Training Plan and in line with the recommendations of the Pre-Sentence Report, some Trainees may take part in restorative justice.

(b) Victim Support - The Trainee will be encouraged to participate in money-raising and other schemes to help any local victim support agencies in his/her home area.

(c) Discussion Groups - The Community Forum will identify appropriate people to take part in discussion groups with Trainees.

(d) Creative Arts - Books, articles, films and television programmes appropriate to a Trainee's age will be used to provide discussion

material to Trainees about the way in which crime is portrayed in the media and the effects of crime.

(iv) Religious Observance - Each Trainee will be given the opportunity to observe his/her religious beliefs and find out about other religious beliefs as part of his/her social education. The chaplain will identify appropriate members of the local community in the area in which the Secure Training Centre is situated who will be asked to visit the Secure Training Centre to take part in discussion groups with Trainees about their religious beliefs and/or to participate in the observation of Trainees' religious beliefs. The chaplain employed at the Secure Training Centre will ensure that the faiths of all Trainees in custody at the Secure Training Centre are appropriately represented at the Secure Training Centre.

(v) Recreation/Constructive Leisure - Each Trainee will be able to participate in supervised recreational activities for an average of one hour each day. The range of recreational activities available to Trainees at the Secure Training Centre will cater for their differing ages, levels of maturity and abilities. Each Trainee's choice of recreational activities and the amount of time which he/she will be allowed to spend on various activities will be determined by his/her level of achievement in respect of his/her Training Plan as reflected in the Rewards and Sanctions Scheme. As part of his/her social education, he/she will attend a recreational activities course run by appropriate members of staff at the Secure Training Centre. The aim of this course will be to introduce the Trainee to the range of recreational activities available to him/her at the Secure Training Centre and to encourage him/her to take up new, socially acceptable hobbies and interests which he/she will be able to pursue after his/her release from the Secure Training Centre. Recreational activities available to Trainees in the Secure Training Centre will include:

(a) Arts and Crafts - for example, photography, music appreciation, jewellery making, painting and sketching, pen-friends, reading and use of a computer;

(b) Performance - for example, forming a band, dance, drama, writing and performing poetry;

(c) Domestic Pursuits - for example, cooking on a barbecue, tending a vegetable or flower garden, making sweets, camping skills, make-up and clothes making;

(d) Sports - for example, volley ball, pool, table tennis, skittles, roller-blading, making a go-kart, mountain bike skills, assault courses and yoga;

(e) Trainee Council – a council which will facilitate proactive learning appropriate for the Trainees. A variety of individual clubs will be run across the Secure Training Centre, such as for example running club, model club, go-kart club, rugby club, and Trainees will have the opportunity to participate in these activities for a maximum of three hours daily and this will be linked to the Rewards and Sanctions Scheme.

F5 Delivery of Social Education

Each Trainee in custody at the Secure Training Centre will receive 24 hours of social education each week (2 hours each weekday after the school/college day and 7 hours each weekend day). The purpose of the social education programme provided to each

Trainee in custody at the Secure Training Centre is to help him/her to develop interests and skills, which will enable him/her to participate in acceptable social activities and avoid criminal activities on his/her release from the Secure Training Centre. His/her Training Plan will identify the types of activities, bearing in mind his/her age, level of maturity and development needs, which it will be appropriate for him/her to participate in as part of his/her social education programme. His/her Keyworker will agree an individual timetable of activities with him/her each week. His/her choice of activities and the amount of time which he/she will be allowed to spend on various activities will depend on his/her level of achievement in respect of his/her Training Plan as reflected in the Rewards and Sanctions Scheme. Approximately 18 hours of the social education, which he/she receives each week will be provided by way of a structured programme of activities agreed with his/her Keyworker. These activities will be carried out in small groups supervised by a Care Supervisor who will be assisted, as and when appropriate, by a Domestic Care Assistant. The number of Trainees in each group carrying out social education activities will not normally exceed 8, but the exact number of Trainees in each group will be determined by the Care Supervisor supervising it based on the type of activity being carried out by the group and the age, sex and maturity of the Trainees in the group and be subject to the limitations in Section D6 and Section O of Schedule D. The remaining time set aside for his/her social education will be spent on recreational activities carried out either on his/her own or, where appropriate, with other Trainees. Recreational activities carried out by a number of Trainees will be supervised, if appropriate, either by a Care Supervisor or by a Domestic Care Assistant.

F6 Activities Outside the Secure Training Centre

Sentenced Trainees will only be allowed to participate in activities outside the Secure Training Centre with the prior written approval of the Authority. Remand Trainees will only be allowed to participate in activities outside the Secure Training Centre with the prior written approval of the responsible Local Authority and the authorisation of the Secure Training Centre Director. Escort arrangements for remand Trainees are the responsibility of the Local Authority.

F7 Library

The Library will be stocked with a reasonable number and range of fiction and non-fiction books, newspapers, magazines and comics appropriate to the age, gender and race of the Trainees in custody at the Secure Training Centre. Each Trainee will be given the opportunity to visit the Library and use its facilities for at least 20 minutes each day outside school/college time. A planned renewal of the library book stock will be implemented with at least 25% of the total book stock being exchanged on an annual basis. The planned stock renewal will be co-ordinated by Secure Training Centre librarian, using guidelines and procedures set out by the Public Library Authority. New stock will be added regularly as well as circulated stock from the public library service on a planned rolling programme. Each Unit will hold a small stock of books, newspapers, magazines and comics for use by the Trainees in that Unit.

F8 Pocket Money

The Contractor will set up, or procure the setting up of, a cashless accounting system at the Secure Training Centre which will be operated by appropriate Staff at the Secure Training Centre and under which each Trainee in custody at the Secure Training Centre will have a separate account (the "Secure Training Centre Credit System"). All young persons will receive pocket money at a rate appropriate to their age and which will not be dependent on any incentive or behavioural management

programme. Young persons of twelve years and over will receive per week whilst children of fifteen years and over will receive per week. In addition young persons will receive Birthday and Christmas money up to an amount of for each event. The money will be placed into their personal account.

Under the Secure Training Centre Credit System, the pocket money will be credited to the account of each Trainee in custody at the Secure Training Centre in advance on each Friday as his/her pocket money for the seven day period commencing on the following Saturday and expiring on the following Friday. In the week in which each Trainee is admitted to the Secure Training Centre, a proportionate amount of the pocket money to which he/she is entitled for the period commencing on the day of his/her admission to the Secure Training Centre and expiring on the following Friday will be credited to his/her account in advance on the day following his/her admission to the Secure Training Centre. Under the Secure Training Centre Credit System, each Trainee in custody at the Secure Training Centre will also have the opportunity to earn additional pocket money, up to a maximum of per week under the Rewards and Sanctions Scheme which will be credited to his/her account in arrears on each Monday for the seven day period commencing on the penultimate Saturday and expiring on the previous Friday. The Secure Training Centre Credit System will record each credit to and debit from the account of each Trainee in custody at the Secure Training Centre and he/she will be provided with a weekly printed statement of his/her account as at the Monday of each week while he/she is in custody at the Secure Training Centre. Between the hours of 0900-1000 on Saturday and Sunday, each Trainee in custody at the Secure Training Centre will be entitled to make purchases from a limited range of goods by way of debit from his/her account. On weekdays Trainees can order items from the tuck shop via a member of staff. Other items approved by the Director may also be purchased by each Trainee in custody at the Secure Training Centre by way of debit from his/her account. Outgoing telephone calls to approved external numbers may also be made by each Trainee in custody at the Secure Training Centre by way of debit from his/her account. Trainees in custody at the Secure Training Centre will not normally be allowed to make purchases or outgoing telephone calls if they do not have sufficient credit in their accounts under the Secure Training Centre Credit System. However, a Trainee may be given credit in excess of the credit in his/her account in specified compassionate circumstances, details of which will be provided to the Authority by the Contractor no later than 4 months prior to the Scheduled Opening Date, with the approval of a Head of Department. Any money sent to a Trainee in custody at the Secure Training Centre will be paid into the Trainee Bank Account or returned to the sender at the Trainee's discretion. While each Trainee is in custody at the Secure Training Centre, he/she will only be allowed to make purchases other than by way of the Secure Training Centre Credit System in circumstances approved by the Director. On the release of each Trainee from the Secure Training Centre, he/she will receive payment equal to the amount of credit, if any, in his/her account under the Secure Training Centre Credit System.

F9 Support of Domestic Training and Social Education

The Contractor will provide, or procure the provision of, all materials reasonably required to support the domestic training and social education programmes available to Trainees in custody at the Secure Training Centre pursuant to this Section F.

Section G: Health Care

The Contractor shall comply or procure compliance with the following requirements of this Section G:

G1 General

Each Trainee in custody at the Secure Training Centre will be provided with health care to National Health Service standards. He/she will also be provided with health education appropriate to his/her age, sex and any special medical requirements, and will be encouraged by Staff at the Secure Training Centre to have a healthy life style.

G2 Level of Provision

The health care service provided to Trainees in custody at the Secure Training Centre will include the assessment, diagnosis, treatment, and prevention of physical and mental disorders (including addiction to drugs, alcohol, smoking and other intoxicating substances). Trainees in custody at the Secure Training Centre will have a basic monthly medical examination and/or health assessment at their request by health care staff at the Secure Training Centre and will have access to National Health Service facilities and specialists when clinically required.

G3 Access to Medical Attention

Each Trainee in custody at the Secure Training Centre will have prompt access to medical attention and his/her custody will not impede any necessary medical treatment. Where a Trainee in custody at the Secure Training Centre is admitted to hospital as an inpatient, a Bedroom will be kept available for his/her use until either he/she returns to the Secure Training Centre or the Authority notifies the Contractor that the Contractor no longer has any responsibility for the Trainee in question.

G4 Requests for Medical Treatment

All Trainees in custody at the Secure Training Centre will have the right to ask to see a health care worker and to receive medical treatment as and when authorised by a qualified nurse or medical practitioner. Female Trainees will have the right to ask to see female health care staff rather than male health care staff and will be informed of this right during the admission procedure. Qualified nurses at the Secure Training Centre will screen initial requests for treatment from Trainees and will deliver first aid to Trainees. Any Trainee in custody at the Secure Training Centre who has made a request to see a health care worker will be seen by a qualified nurse or medical practitioner within 30 minutes of making his/her request. Accidents or emergencies at the Secure Training Centre will receive immediate treatment.

G5 Availability of Care

Medical and nursing care, which will include on-call facilities, will be available at the Secure Training Centre for 24 hours each day.

G6 Daily Attendance by a Medical Practitioner

A medical practitioner will attend the Secure Training Centre in order to:

- examine all Trainees within 24 hours of their admission to the Secure Training Centre;
- examine each Trainee in the 24 hours prior to his/her release other than to court or transfer to another establishment in which case a ‘fitness to travel’ examination will be carried out by a qualified nurse;

- examine Trainees referred to him/her by health care staff or self-referred, and refer them for specialist care or treatment where necessary;
- examine Trainees who are inpatients at the Health Care Centre or are separated from other Trainees at the Secure Training Centre;
- deal with accidents or emergencies at the Secure Training Centre which require him/her to give medical treatment to Trainees and Staff at, or visitors to, the Secure Training Centre;
- determine prescriptions and give general instructions on Trainees' medical treatment and health care at the Secure Training Centre; and
- deal with requests or complaints from Trainees about their medical treatment at the Secure Training Centre.

G7 Specialist Treatment

The medical practitioner and/or nurse practitioner in attendance at the Secure Training Centre will arrange for specialist treatment to be given to Trainees in custody at the Secure Training Centre by specialists including a dentist, optician, genito-urinary physician and psychiatrist.

G8 Mentally Disordered Trainees

If, in the course of a Trainee's admission to the Secure Training Centre or at a later date during his/her custody at the Secure Training Centre, a health care worker recommends that the Trainee should be referred to a psychiatrist for psychiatric assessment, the Trainee will be assessed by a qualified psychiatrist within 3 working days of the health care worker making his/her recommendation. The psychiatrist will determine what treatment the Trainee is to receive from him/her and/or from medical and nursing staff at the Secure Training Centre. The psychiatrist will regularly review the progress and success of the Trainee's treatment. If the psychiatrist decides that the Trainee should not remain in custody at the Secure Training Centre, the Director shall immediately notify the Authority of this fact and, if possible, provide the Authority with the reasons for the psychiatrist's decision and make a recommendation as to a suitable alternative establishment to which the Trainee should be transferred.

G9 Treatment of Substance Abusers

All Trainees in custody at the Secure Training Centre identified, as drug, alcohol or solvent abusers will, where clinically indicated, receive medically supervised withdrawal treatment and will also be offered appropriate aftercare.

G10 Depressed Trainees

All Trainees in custody at the Secure Training Centre identified as being depressed or at risk from suicide or self-harm will be carefully monitored at all times in accordance with this Schedule D by the staff on duty in their Units with the assistance, where required, of the medical or nursing staff on duty at the Secure Training Centre. If a health care worker decides that any Trainee in custody at the Secure Training Centre is at serious risk from suicide or self-harm and requires constant healthcare supervision, the Trainee will be transferred to the Health Care Centre and placed under the supervision of the health care staff. The Section 53/92 Unit must be notified within 24 hours of any incident of self-harm involving a Trainee who is sentenced under a Section 91 Order.

G11 Inpatients

Trainees in custody at the Secure Training Centre will only be admitted to the Health Care Centre as inpatients if they require constant medical supervision. Where a Trainee is placed in the Health Care Centre as an inpatient, a Bedroom shall be kept available for him/her until such time as he/she is fit to return to it. The medical necessity of keeping a Trainee in the Health Care Centre, as an inpatient and the Trainee's treatment while he/she is an inpatient at the Health Care Centre will be reviewed daily by the medical practitioner in attendance at the Secure Training Centre on that day. On the Trainee's release from the Health Care Centre, a qualified nurse will supervise the treatment which he/she is to receive as an outpatient of the Health Care Centre.

G12 Access for Inpatients to General Activities and Facilities

Trainees who are inpatients at the Health Care Centre will have access to the day-to-day training programme and Regime activities to which they would otherwise be entitled, subject to clinical restrictions. Special programmes of basic education and training, and appropriate recreational activities, will be available for those Trainees who are unable to participate in their normal day-to-day training programme and Regime activities while inpatients at the Health Care Centre.

G13 Qualifications of Health Care Staff

The requisite professional qualifications and other requirements for medical and nursing staff are set out in Section O of this Schedule D. In addition to these qualifications and requirements, members of the nursing staff will include qualified nurses with experience in providing psychiatric care and/or medical treatment in secure facilities.

G14 Medical Support Services

Pharmaceutical products will be kept in secure conditions within the Health Care Centre and will only be administered by Staff qualified to do so. The main paramedical services, such as physiotherapy, will be provided by qualified staff.

G15 Consent to Medical Examination or Treatment

Consent to the medical examination or treatment of any Trainee in custody at the Secure Training Centre must be obtained prior to the commencement of such examination or treatment. The medical practitioner in attendance at the Secure Training Centre will decide whether a Trainee is capable of giving his/her consent to such examination or treatment. If the doctor decides that the Trainee is not capable of giving his/her consent to such examination or treatment, the consent of his/her family/carer must be obtained prior to the commencement of such examination or treatment. Trainees aged 16 plus may give their own consent to medical treatment. Where the Trainee is a child in care, the relevant Local Authority must be consulted as to whether the parents or the Local Authority will give consent to examination/treatment. No later than 4 months prior to the Scheduled Opening Date, the Contractor will submit to the Authority for its approval a copy of the procedures which Staff at the Secure Training Centre will follow in relation to obtaining consent to the medical examination or treatment of any Trainee in custody at the Secure Training Centre from the Trainee or his/her parents/carer without delay or confusion.

G16 Maintenance of Medical Records for Trainees

Each Trainee in custody at the Secure Training Centre will have a personal medical record which will be based on information obtained at the time of his/her admission to the Secure Training Centre. His/her personal medical record will be regularly

maintained and updated by the health care staff to record any relevant medical treatment and/or care received by him/her during his/her custody at the Secure Training Centre. Any medical report on the Trainee requested by the courts and/or other official bodies will be completed as soon as reasonably practicable by the health care staff using his/her personal medical record.

G17 Maintenance of Medical Records for Secure Training Centre

Records relating to the medical management of the Secure Training Centre will be prepared, maintained and regularly updated by the health care staff. Daily medical reports summarising the care and treatment provided by the medical and nursing staff at the Secure Training Centre each day will be prepared by the appropriate health care staff.

G18 Contractor to meet all costs

Any medical treatment authorised by a qualified nurse or medical practitioner which is provided to a Trainee in custody at the Secure Training Centre will be free of charge.

G19 Annual Report

An annual report reviewing the health care and education provided to Trainees in custody at the Secure Training Centre in each calendar year, or part thereof, will be submitted to the Authority by the Director no later than one month after the end of the calendar year or the date on which the Contractor ceases to operate the Secure Training Centre, as the case may be. It will be prepared by the medical practitioner or practitioners employed at the Secure Training Centre in consultation with the Director.

G20 Pre-Opening Review

A detailed proposal setting out the planned provision and quality standards of medical services to be provided to Trainees in custody at the Secure Training Centre will be submitted to the Authority for its approval 4 months prior to the Scheduled Opening Date.

Section H : Outside Contacts

The Contractor shall comply or procure compliance with the following requirements of this Section H:

H1 General

Trainees in custody at the Secure Training Centre will be given every opportunity and will be encouraged to re-establish, maintain and strengthen appropriate contacts outside the Secure Training Centre including, but not limited to, their family, friends, schools, statutory and voluntary agencies, and prospective employers in preparation for their release from the Secure Training Centre.

H2 Letters

Each Trainee in custody at the Secure Training Centre will be allowed to send and receive as many letters as he/she wishes. The cost of sending 3 letters a week will be met by the Contractor. If Staff are reasonably satisfied that he/she needs to send more than three letters a week - for example, in the week of his/her arrival at the Secure Training Centre, the Trainee will be allowed to send additional letters at the Contractor's expense. A Trainee's mail will only be checked in cases where there are reasonable grounds for doing so in accordance with STC Rules and the check will be limited to opening the letter or package and checking the contents in the presence of the Trainee. If the Monitor issues instructions to do so, a particular Trainee's mail will be subject to censorship.

H3 Issue/Posting of Mail

The Contractor will deliver incoming postal mail to the Trainees in custody in the Secure Training Centre within four hours of the arrival of the post at the Secure Training Centre, except where the Contractor has reason on grounds of the safety or security of the Secure Training Centre or of any Trainee or Trainees for withholding any item of mail, in which case the Contractor shall proceed in accordance with the STC Rules and H2 above. Trainees will be informed by the nominated Head of Department within 24 hours of arriving at the Secure Training Centre of the latest times for submitting mail for posting on any day. The Contractor will arrange for properly stamped letters that have been submitted to the Contractor's staff before the end of the lunchtime domestic training period to be posted or collected by the postal service in time for the last post of that day.

H4 Formal Correspondence

All correspondence between a Trainee in custody at the Secure Training Centre and his/her legal advisers, any judicial body or any Independent Person will be treated as confidential and will not be opened. The Contractor will inform the Monitor if it has reason to believe that this right is being abused.

H5 Telephones

Each Trainee in custody at the Secure Training Centre will be allowed to use a telephone in private. The telephone system at the Secure Training Centre will provide each Trainee with access to approved numbers at approved times provided he/she has sufficient credit under the credit system set up by or for the Contractor and operated by Staff at the Secure Training Centre to do so. The Contractor will submit details of the proposed telephone system and how it will operate to the Authority for its approval no later than 4 months before the Scheduled Opening Date.

H6 Free Use of Telephone

Each Trainee in custody at the Secure Training Centre will be able to make telephone calls free of charge in the following circumstances:

(i) at any time to approved helplines which will include Childline, Independent Advocacy Service contracted by the Authority and The Samaritans;

(ii) at reasonable times and as approved by his/her Keyworker or a Care Supervisor working on his/her Unit to social agencies involved in his/her Training Plan; and

(iii) at reasonable times when Staff working directly with him/her are reasonably satisfied that there is an urgent need for him/her to make the telephone call, but he/she has insufficient credit under the credit system set up by or for the Contractor and operated by Staff at the Secure Training Centre to do so.

Each Trainee in custody at the Secure Training Centre will be allowed to receive calls, which have been approved, by his/her Keyworker or a Care Supervisor working on his/her Unit at reasonable times.

H7 Prevention of Illegal Drugs, Materials and Substances

Four months prior to the Scheduled Opening Date, the Director will appoint one of the Heads of Department to take responsibility for preventing illegal drugs, materials and substances from being brought into the Secure Training Centre. The relevant Head of Department will develop practical strategies for preventing illegal drugs, materials and substances from being brought into the Secure Training Centre and monitor the effectiveness of these strategies by:

(i) Producing a written policy for preventing illegal drugs, materials and substances from being brought into the Secure Training Centre;

(ii) Ensuring that this policy is understood and followed by all Staff and Trainees at the Secure Training Centre;

(iii) At the Contractor's expense, engaging external consultants to advise on appropriate procedures for implementing this policy and to monitor the success of these procedures in implementing the policy;

(iv) Involving community agencies and interest groups located in the area in which the Secure Training Centre is situated in the development and implementation of this policy and the procedures for implementing it;

(v) Devising and implementing appropriate induction and refresher training courses for Staff to ensure that the procedures for implementing this policy are followed by them;

(vi) Collecting and interpreting data to allow the success of the procedures for implementing this policy to be assessed; and

(vii) Looking at examples of best practice in preventing illegal drugs, materials and substances from being brought into other similar institutions and working to introduce these at the Secure Training Centre.

The procedures for preventing illegal drugs, materials and substances from being brought into the Secure Training Centre will include the use of X-ray machines capable of detecting metals, and drugs and other detection equipment at the Secure Training Centre. Detection equipment will be used to screen deliveries to the Secure Training Centre and to examine personal property items brought into the Secure Training Centre by Staff and visitors. All Staff and visitors entering the Secure

Training Centre will pass through a metal detector portal frame at the central services building, as indicated in the plans contained in Schedule A. Drug detection methods which can reliably detect a wide range of drugs carried on the person and otherwise without the need for intrusive searching will be used at the Secure Training Centre to scan visitors and Staff on their entry to the Secure Training Centre. All property handed to Staff at the Secure Training Centre to be passed onto a Trainee in custody at the Secure Training Centre will be subject to thorough examination to ensure that it does not contain any illegal drugs, materials or substances and will only be passed onto the Trainee once it has been approved and registered by security staff. A random number of Staff across all grades and disciplines at the Secure Training Centre will be searched for illegal drugs, materials or other substances by security staff each day. The Secure Training Centre and Trainees in custody at the Secure Training Centre will also be subject to regular searches, which are detailed in Section J of this Part 1 of Schedule D.

H8 Visits

Routine visits to Trainees in custody at the Secure Training Centre by their family/carers will take place in the Secure Training Centre's dining hall or other nominated room. Routine visits will normally be limited to one hour per visit, or one and a half hours per visit if the Trainee's family/carer has travelled more than 50 miles from the family/carer's home to visit the Trainee in the Secure Training Centre, but this may be extended where appropriate subject to assessment of the individual circumstances of both the visitor and the Trainee. Each sentenced Trainee in custody at the Secure Training Centre will be entitled to receive at least one routine visit per week, but may receive more depending on the level of his/her privileges under the Rewards and Sanctions Scheme and provided that the number of routine visits which he/she receives each week does not disrupt the training programme and objectives set out in his/her Training Plan. He/she will be entitled to receive visits from his/her legal advisers, any Independent Person and his/her Post-Release Supervisor, and from other people approved by his/her Keyworker or a Care Supervisor on duty in his/her Unit, at reasonable times in private (in sight but out of hearing) if reasonably requested. Remanded Trainees will be entitled to one visit of at least 15 minutes duration per day. He/she will be entitled to receive visits from his/her legal advisers, any Independent Person, Local Authority other people approved by his/her Keyworker or a Care Supervisor on duty in his/her Unit at reasonable times in private if reasonably requested. Social visits to Trainees in custody at the Secure Training Centre will normally be available between 4.30 pm and 8.30 pm on weekdays and between 8.30 am and 8.30 pm on Saturdays, Sundays and bank holidays, but these hours may be extended where appropriate subject to assessment of the individual circumstances of both the Trainee and the visitor. All visits shall be conducted in accordance with the requirements of STC Rules.

H9 Accumulated Visits

The Director may, where appropriate and subject to operational requirements and the availability of sufficient visiting space at the Secure Training Centre, allow the family/carer of a Trainee in custody at the Secure Training Centre to accumulate the family/carer's rights to visit the Trainee at the Secure Training Centre in accordance with Section H8 for a maximum period of 6 weeks and then to use these accumulated visiting rights to visit the Trainee at the Secure Training Centre over a 2 day period.

H10 Local Transport for Families and Carers

Contractor's transport will be provided free of charge from and to the local public transport terminals for families and carers visiting a sentenced Trainee in custody at

the Secure Training Centre. The Contractor will provide two vehicles for this purpose and for the transportation of Trainees outside the Secure Training Centre. The Contractor should schedule other uses for these vehicles outside normal visiting hours, which are specified in Section H8 above. Where both vehicles are unavailable for collecting or returning visitors due to the transportation of Trainees outside the Secure Training Centre then the Authority agrees to reimburse the Contractor the cost of receipted taxi fares from the local public transport terminals for visitors.

H11 Assisted Visits

Information on the Assisted Family Visits Scheme will be made available to a sentenced Trainee's family/carer as soon as practicable after that Trainee's admission to the Secure Training Centre, and the Contractor will co-operate with the organisation operating the Assisted Family Visits Scheme to ensure that the family/carer of each sentenced Trainee in custody at the Secure Training Centre is aware of the Assisted Family Visits Scheme. His/her Keyworker will provide information about the Trainee and his/her family/carer and details of proposed visits as required to the organisation operating the Assisted Family Visits Scheme on behalf of the Authority. Information on assistance for family visits for remand Trainees is a matter for the responsible Local Authority.

H12 Family Involvement Programme

(i) Each Trainee's family/carer will be encouraged to maintain links with him/her during his/her period in custody at the Secure Training Centre and, where possible, participate in his/her Training Plan through a family involvement programme.

(ii) Visitor Care - A visitor care package will be provided to the Trainee's family/carer on their first visit to the Secure Training Centre. A reception area for visitors will be provided within the entry building as detailed in the plans set out in Schedule A and Staff will be in attendance at the reception area to discuss any concerns which the Trainee's family/carer may have. The reception area will provide toilet facilities and refreshment facilities. Baby change facilities will be available in the reception centre for visitors accompanied by small children.

H13 Involvement with the Local Community

The Community Forum will be the main focus for developing contacts between the Secure Training Centre and the local community in the area in which the Secure Training Centre is situated. The Director will be the chief representative of the Secure Training Centre and the principal contact for the local community at a senior level and Heads of Departments or specific Care Supervisor, teachers and members of the Assessment Team will be responsible for specific initiatives for involving the local community in the operation of the Secure Training Centre. The local community will be encouraged to participate in the education and training programme available to Trainees in custody at the Secure Training Centre in the following ways:

(i) Education - Teachers employed at the Secure Training Centre will invite people from the local community to attend the Secure Training Centre as visiting speakers and as volunteer presenters of evening classes.

(ii) Crime Avoidance Programme – Citizenship will form part of the National Curriculum and will involve a multi-agency approach. Relationships will be developed with local statutory agencies such as the police, probation service,

social services and victim support groups as well as independent pressure groups with the aim of involving them directly in the delivery of the crime avoidance programme to Trainees at the Secure Training Centre.

(iii) Social Education - Clubs and societies in the area in which the Secure Training Centre is situated will be encouraged to provide speakers and/or activities at the Secure Training Centre. The local police force's community affairs department will be invited to develop informal links with the Secure Training Centre and become involved with the Trainees in custody at the Secure Training Centre through sport or other social education activities.

(iv) Care – Visiting specialists from the area in which the Secure Training Centre is situated will be invited to the Secure Training Centre to spend time with Trainees. Visits from religious organisations to meet the spiritual needs of Trainees in custody at the Secure Training Centre will be organised by the chaplain employed at the Secure Training Centre.

(v) Business - The Community Forum will be the main focus for developing links between industries and businesses in the area in which the Secure Training Centre is situated. One of the aims of establishing such contacts will be to show Trainees in custody at the Secure Training Centre the range of work opportunities, which are available on their release from the Secure Training Centre.

(vi) Sports - Sports and other clubs in the area in which the Secure Training Centre is situated will be encouraged to attend the Secure Training Centre to demonstrate new sports and/or activities to Trainees in custody at the Secure Training Centre or to participate in sports and activities with the Trainees, particularly those which a Trainee will be able to continue to participate in on his/her release from the Secure Training Centre.

H14 Post-Release Supervisor in respect of sentenced Trainees- General

Each Trainee's Post-Release Supervisor will be encouraged by Staff working directly with the Trainee to participate actively in the development and review of his/her Training Plan. The Post-Release Supervisor has primary responsibility for ensuring that the Trainee's Training Plan includes:

(i) education, training and recreational activities which may continue after his/her release from the Secure Training Centre and, where possible, after he/she has completed the custodial part of his/her sentence;

(ii) targets and objectives;

(iii) an appropriate and effective crime avoidance plan which will reduce the risk of him/her re-offending following his/her release from the Secure Training Centre; and

(iv) an effective post-release support structure.

A member of staff, normally the Trainee's Keyworker, will be responsible for liaising with the Trainee's Post-Release Supervisor in order to promote good communications and a close partnership between the Secure Training Centre, the Trainee and his/her Post-Release Supervisor. The usual method of communication between Staff and each Trainee's Post-Release Supervisor will be by telephone, letters and/or personal contact. If the Post-Release Supervisor is located at some distance from the Secure Training Centre and/or the usual methods of communication are inappropriate or insufficient, user friendly methods of communication will be developed by management and information specialists employed at the Contractor's expense to

make best use of available communications technology such as facsimile transmissions, voice mail and standardised computer-generated reports. Each Trainee in custody at the Secure Training Centre will be able to make and receive telephone calls to and from his/her Post-Release Supervisor at reasonable times free of charge and facilities will be provided at the Secure Training Centre for his/her Post-Release Supervisor to arrange group meetings with the Trainee and his/her family/carer.

H15 Post-Release Supervisor/Trainee Involvement during custody at the Secure Training Centre

The Trainee's Post-Release Supervisor will be involved with the Trainee and his/her family/carer while he/she is in custody at the Secure Training Centre as follows:

(i) Initial involvement - The division of tasks in relation to the Trainee and the methods of communication to be used including out-of-hours emergency contact will be agreed by the Trainee, his/her Post-Release Supervisor and the Staff working directly with the Trainee as soon as reasonably practicable after the Post-Release Supervisor's appointment. The Post-Release Supervisor is responsible for contacting and consulting the Trainee's family/carer, friends and any officials who are likely to feature in the Trainee's Training Plan as soon as practicable after his/her appointment. Following this consultation, a formal review of the Trainee's Training Plan will be carried out at the Secure Training Centre by the Post-Release Supervisor in conjunction with the members of staff working directly with the Trainee, and appropriate amendments will be made to the Trainee's Training Plan.

(ii) Training Plan – The Post-Release Supervisor will act as the main link between the Trainee and his/her family/carer and/or any other relevant people or agencies/official bodies in the Trainee's home area. The Post-Release Supervisor will work with Staff at the Secure Training Centre to co-ordinate any family/carer visits, training and support. The Post-Release Supervisor will be invited to take part in weekly discussions with the Trainee and his/her Keyworker by telephone or in person, and will be invited to attend the formal reviews of the Trainee's Training Plan in the same way.

(iii) Final Review of Training Plan - The Post-Release Supervisor will be closely involved in the Final Review of the Trainee's Training Plan and will be responsible for establishing a structure to support the Trainee at home following his/her release from the Secure Training Centre and for the continuation of his/her education and training during the supervision period of the sentence. The Post-Release Supervisor will be invited to attend a full planning meeting on the Trainee's post-release supervision and training 10 working days before the Trainee's release from the Secure Training Centre by telephone or in person.

H16 Assistance to Exercise Legal Rights

Each Trainee in custody at the Secure Training Centre will be given assistance by Staff at the Secure Training Centre, and will have access to the necessary facilities at the Secure Training Centre, if required and/or requested, to enable him/her to exercise his/her legal rights. He/she will be entitled, with or without assistance, to apply for legal aid and arrange for legal representation and will be given the opportunity to communicate in confidence with his/her legal representatives in writing, by telephone or in person at the Secure Training Centre. Selected Staff will receive training on advising Trainees about, and assisting them in exercising, their legal rights.

H17 External Liaison Support Services

Yot staff and/or staff from a child's local authority will be allowed access to Trainees in custody at the Secure Training Centre in order to fulfil any statutory and/or professional obligations which they have to them. Records will be kept of all personal visits, which Trainees receive from Yots/Local Authority staff and any other people from external liaison support services and the records will be made available to the Authority on request.

H18 Independent Persons

The Contractor and all staff will comply with any rules made by the Authority governing the appointment, rights and obligations of any Independent Person and will give all assistance reasonably required of them to ensure that any Independent Person is able to carry out his/her duties at, and in connection with, the Secure Training Centre as efficiently as possible.

H19 Access to Advisers

Each Trainee in custody at the Secure Training Centre will have the right to ask to have access to his/her legal advisers, an Independent Person, his/her Post-Release Supervisor or representative of the child's local authority. Any Trainee in custody at the Secure Training Centre who has made such a request will have access in person, by telephone or by other appropriate methods:

(i) in the case of his/her legal advisers, Post-Release Supervisor or representative of the child's local authority, on that day or on the following day; and

(ii) in the case of an Independent Person, on that day.

H20 Remand Trainees

Remand Trainees will have access to a designated member of their area Youth Offending Teams in accordance with the Youth Justice Board's National Standards, and their local authority social worker in accordance with Arrangements for the Placement of Children (Regulations) 1991.

Section I: Release

The Contractor shall comply or procure compliance with the following requirements of this Section I:

I1 Discharge Procedures

No Trainee who is subject to a Section 91 Order may leave the custody of the Secure Training Centre without the prior authority of the Section 53/92 Unit. Each Trainee leaving the custody of the Secure Training Centre whether on Temporary Release, escorted absence, for transfer to another establishment or on his/her effective day of release from the Secure Training Centre under the, Detention and Training Order or Section 91 Order made in respect of him/her will be ready to travel at the required time and, if not on Temporary Release or escorted absence, will be in possession of his/her property and cash, adequately clothed and, where appropriate, certified as medically fit to travel. The Duty Director will ensure that:

(i) in respect of each sentenced Trainee on escorted absence from the Secure Training Centre:

(a) he/she is appropriately supervised by Staff or that there are adequate arrangements in place for his/her supervision by an Escort Provider during his/her period of escorted absence from the Secure Training Centre; and

(b) that there are adequate travel arrangements in place to ensure his/her arrival at the address to which he/she is being escorted for his/her period of escorted absence and subsequent return to the Secure Training Centre following the expiry of his/her period of escorted absence from the Secure Training Centre;

(ii) in respect of each sentenced Trainee on Temporary Release from the Secure Training Centre:

(a) there are adequate travel arrangements in place to ensure his/her arrival at his/her release address and, following the expiry of his/her Temporary Release from the Secure Training Centre, his/her safe return to the Secure Training Centre, and, bearing in mind his/her age, will consider whether he/she should be accompanied by an adult; and

(b) the Monitor is notified of the travel arrangements made for the Trainee's return to his/her release address and, following the expiry of his/her Temporary Release from the Secure Training Centre, his/her safe return to the Secure Training Centre no later than 48 hours before his/her release from the Secure Training Centre; and

(iii) in respect of each Trainee being released from the Secure Training Centre under the Detention and Training Order or Section 91 Order made in respect of him/her:

(a) there are adequate travel arrangements in place to ensure his/her return to his/her release address, and, bearing in mind his/her age, will consider whether he/she should be accompanied by an adult; and

(b) the Monitor is notified of the travel arrangements made for the Trainee's return to his/her release address no later than 48 hours before his/her release from the Secure Training Centre.

(iv) Remanded Trainees will be ready to travel at the required time and be in possession of his/her property and cash, adequately clothed and, where appropriate, certified as medically fit to travel.

The Contractor will provide a detailed plan of its discharge procedures to the Authority for its approval 4 months before the Scheduled Opening Date.

I2 Promptness of Release

Each Trainee will be released from the Secure Training Centre under the Order made in respect of him/her without delay and early enough to return to his/her release address before 9pm on his/her day of release from the Secure Training Centre. Lawful information requiring the release of a Trainee from the Secure Training Centre will be acted upon as soon as reasonably practicable - normally, this will be within 2 hours of its receipt by the Duty Director. Any Trainee who is released from the Secure Training Centre unaccompanied will be given adequate information to enable him/her to return to his/her agreed destination and will on release become the responsibility of parents/carers or Local Authority. The Duty Director will be responsible for informing the Authority, and, if necessary, the Authority which made the Order in respect of the Trainee, that the Trainee has been released from the Secure Training Centre in accordance with the Order made in respect of him/her and will record the time of his/her release from the Secure Training Centre.

I3 Transfer to Another Establishment

When a Trainee in custody at the Secure Training Centre is to be transferred to another establishment, the discharge procedures referred to in Section I1 above will be followed as appropriate. In addition, all information and records held at the Secure Training Centre relating to the Trainee being transferred must be collated, under separate cover if necessary, and sent immediately to the receiving establishment. A transfer report, which summarises the key information about the Trainee will travel with him/her to the receiving establishment. When a Trainee is to be transferred to another establishment, a member of the Assessment Team will contact the officer in charge at the receiving establishment by telephone and advise him/her of any information of special importance about the Trainee and will liaise with the contracted out Escort Provider to ensure that proper escorting facilities are in place for the transfer of the Trainee to the receiving establishment.

The Contractor will ensure that any Trainee who is subject to a Section 91 Order who is not released from the Secure Training Centre but transferred as part of their Training Plan to Prison Service under 18 secure accommodation will have his/her transfer properly planned and undertaken in accordance with the principles set out in the Case Management Guidelines.

I4 Procedure for the Handing Over of Trainees in custody at the Secure Training Centre to Escort Officers

When a Trainee in custody at the Secure Training Centre is handed over into the custody of an Escort Officer or Escort Officers, his/her Trainee Record will be signed by the Escort Officer(s) in charge of him/her and endorsed to the effect that he/she has been handed over into the custody of such Escort Officer(s). Staff at the Secure Training Centre will then advise the Trainee orally that he/she has been transferred into the custody of the Escort Officer(s). The Escort Officer(s) in charge of the Trainee will sign for, and take responsibility for, any cash, property, clothing, official records and any other relevant documentation belonging to or relating to the Trainee which is or are to accompany him/her. If the Trainee has any visible injuries or complains of any other injury, Staff at the Secure Training Centre will provide the Escort Officer(s) escorting him/her with written confirmation that the injuries to the

Trainee were present, or that the complaint as to other injuries had been made by the Trainee, at the time of his/her handover to the Escort Officer(s) by Staff at the Secure Training Centre. If there is any doubt about a Trainee's fitness to travel, he/she must be certified as fit to travel by a medical practitioner.

I5 Planning for Release before the Final Review of the Trainee's Training Plan

The aim of the final review of a Trainee's Training Plan is to make appropriate post-release plans and to set realistic post-release objectives for the Trainee in agreement with those people who will be closely involved or working directly with him/her during the supervision part of the Order made in respect of him/her. His/her final review of the Training Plan will provide for the continuation and development of the practical training and education which he/she has received at the Secure Training Centre, particularly under his/her crime avoidance action plan, after his/her release from the Secure Training Centre. During the period between the Training Plan meeting and the Final Review of his/her Training Plan his/her Training Plan is reviewed, and will be updated, if necessary, after each review. The Trainee's Training Plan will be finalised during his/her final review of the Training Plan 10 working days prior to discharge. If a Trainee is to be held in custody at the Secure Training Centre for only a few weeks, his/her Training Plan will be primarily focused on planning and preparing for his/her release from the Secure Training Centre.

I6 Final Review of Training Plan

Each Trainee will take part in a programme of social, educational, group work, crime avoidance and personal development activities tailored to his/her individual needs and which will assist him/her in planning and preparing for release from the Secure Training Centre. This programme will be in accordance with the targets and objectives set out in the Authority's forms and documentation for training, planning and objectives, as may be amended from time to time.

I7 Mobility

The Secure Training Centre will operate a programme, approved by the Authority, of mobility for sentenced Trainees subject to appropriate risk assessment to support and enhance their Training Plan and post-release supervision. Mobility decisions for remand Trainees will be agreed jointly by the Local Authority and the Secure Training Centre. The expectation is that they will only be agreed in exceptional circumstances and will not form part of a remanded Trainee's Training Plan. If mobility is agreed, the Local Authority will be expected to make the transport arrangements and provide the appropriate staffing complement.

Section J: Security and Safety

The Contractor shall comply or procure compliance with the following requirements of this Section J:

J1 General

Appropriate security measures will be operated at the Secure Training Centre to ensure that Trainees in custody at the Secure Training Centre are not able to leave the confines of the Secure Training Centre without due authority and/or supervision by Staff at the Secure Training Centre or without having adequate arrangements in place for their supervision by a third party, and that all Trainees, Staff and visitors at the Secure Training Centre are safe at all times.

J2 Responsibility of Director and Training Officer

The Director will have overall responsibility for the security of the Secure Training Centre and the safety of everyone at the Secure Training Centre. This responsibility, and the extent of the Director's responsibility including such matters as the standard security arrangements at the Secure Training Centre, breaches of security, emergency orders, contingency plans, security exercises and liaison with local emergency services, will be clearly stated in the Director's job description. The Secure Training Centre's Training Manager, will be responsible for maintaining and updating, when appropriate, records of the qualifications relating to security matters held by, and the training relating to security matters received by, Staff and for planning a training programme for Staff to ensure that all Staff have an appropriate level of qualifications and/or training in relation to security matters.

The Director will chair the security committee meeting with at least 12 meetings per year taking place

The Director will hold security briefings when required but not less than four times per year, and always following a serious incident

J3 Responsibility of Staff

All Staff at the Secure Training Centre will be responsible for ensuring that they do not endanger the security of the Secure Training Centre or the safety of anyone at the Secure Training Centre in the day-to-day performance of their duties at the Secure Training Centre and will be informed of this at their induction training. Notices will be put up in key areas of the Secure Training Centre to remind Staff about their responsibilities in relation to security and safety at the Secure Training Centre. The extent to which Staff have carried out their responsibilities in relation to security and safety at the Secure Training Centre will be reviewed at their annual appraisal meeting and discussed with their responsible Manager monthly.

As part of their duties, supervising staff will conduct a rolling programme of unannounced observational audits of staff performance.

J4 Design

The design of the Secure Training Centre will contribute to security in the following ways:

(i) Passive Design Features - Buildings will be positioned so as to reduce fencing to a minimum and to create an open environment providing clear sight lines.

(ii) Perimeter Fence - The Contractor will install a secure perimeter fence at the Secure Training Centre and install CCTV cameras at strategic points along the fence as detailed in Schedule A.

(iii) Locking - Vehicle and pedestrian entrances to the Secure Training Centre will be secured by electronic "air locks" operated from the reception building as detailed in Schedule A. All entrances within the Secure Training Centre to buildings in the Secure Training Centre will be through doors capable of being secured by locks. Access to internal areas within buildings in the Secure Training Centre will be protected by doors with locks appropriate to the contents, use and vulnerability of such internal areas. Trainee's Bedrooms will be opened and secured by Staff at the Secure Training Centre. The Units capable of being sub-divided to provide flexibility of accommodation will be fitted with a series of secure doors that are capable of providing compartmentation and can be locked back to the wall when this facility is not required. A locking schedule giving details of all locks fitted to the doors of, or within, any building within the Secure Training Centre will be submitted to the Authority for approval not later than 4 months before the Scheduled Opening Date.

(iv) Detection Technology - X-ray machines capable of detecting prohibited and secreted items, for example metals, weapons and drugs, will be used to screen deliveries to the Secure Training Centre and to examine all personal property items brought into the Secure Training Centre by Staff and visitors. All Staff and visitors entering the Secure Training Centre will pass through a metal detector portal frame at the central services building, as indicated in the plans contained in Schedule A.

J5 Security Management

Security management procedures will be monitored on the Director's behalf by a committee chaired by a nominated Head of Department or Manager responsible for security, which will meet monthly to analyse all statistics and relevant information relating to security matters at the Secure Training Centre and to promote the involvement of other relevant agencies such as the police or the fire brigade in planning appropriate security measures for the Secure Training Centre. Security management systems will include:

(i) Risk Assessment - Each Trainee in custody at the Secure Training Centre will be assessed on his/her admission to the Secure Training Centre and by his/her Keyworker at their weekly meetings thereafter to establish whether he/she is a risk to the security of the Secure Training Centre. Those Trainees assessed as posing the highest security risk will be subject to the highest level of surveillance by Staff working directly with them.

(ii) Intelligence - All Staff working at the Secure Training Centre and volunteer visitors, will be trained to identify and report to the relevant Staff any potential, planned or actual security breaches at the Secure Training Centre.

Any potential, planned or actual security breaches reported to the relevant Staff will be cross-referenced on a computer record to enable the relevant Staff to access information about such security breaches at the Secure Training Centre whenever necessary.

(iii) Desk Top Exercises – All Staff working at the Secure Training Centre will take part in monthly exercises to test the effectiveness of the emergency and contingency plan procedures at the Secure Training Centre. These exercises and any material breach of security at the Secure Training Centre will be the subject of a debriefing meeting to be attended by all relevant Staff at the Secure Training Centre and chaired by the Director. Every emergency order issued in the Secure Training Centre will be formally reviewed by the committee chaired by the Head of Department (Operations) referred to in this Section J5 of this Part 1 of Schedule D. All Staff at the Secure Training Centre will receive regular refresher training in relation to security matters at the Secure Training Centre.

(iv) Monitoring and Audit - All security arrangements will be regularly monitored and audited in accordance with the performance measures for security management as detailed in Appendix 4. A consultant with appropriate experience will undertake quarterly security audits of the Secure Training Centre at the Contractor's expense and will report his findings to the Director. An annual security report will be submitted by the consultant to the Contractor and copied to the Authority.

J6 Staff Involvement in Security Measures

Staff involvement in security measures at the Secure Training Centre will include the following:

(i) Teams of Staff specially trained in a wider range of searching methods will be formed ("Search Teams");

(ii) Comprehensive random searching of all Trainees in custody at the Secure Training Centre, their belongings, Bedrooms, communal areas and other rooms in the Secure Training Centre, and visitors, Staff, goods and mail entering and leaving the Secure Training Centre will be carried out by Search Teams;

(iii) A wide range of searching methods appropriate to the searches being carried out will be used by Search Teams;

(iv) In the event of any actual security breach at the Secure Training Centre, staff will follow the emergency and contingency plans as detailed in Schedule E and communications systems at the Secure Training Centre will enable Staff to raise the alarm immediately;

(v) All Staff operating and monitoring X-ray machines and metal detector portal frames will be appropriately trained in their use and will be given annual refresher training;

(vi) Job descriptions, induction training and refresher training will ensure that all staff at the Secure Training Centre are aware that maintaining security is one of their prime functions.

J7 Trainee Searches

All searches of Trainees in custody at the Secure Training Centre will be carried out in accordance with STC Rules and any guidance which may be issued from time to time by the Authority. Whenever practicable, a Trainee should be present when his/her Bedroom is searched and his/her personal property must be treated with care and respect during the search. If a Trainee in custody at the Secure Training Centre is subject to a body search of any form, it will be carried out by a Custody Officer of the same sex accompanied by one other member of staff of the same sex and out of sight of any members of the opposite sex and other Trainees. Physical force should not be used in searching the Trainee unless there is reason to believe that such force is necessary. If physical force is applied to any Trainee in custody at the Secure Training Centre, full details of the incident must be recorded in accordance with STC Rules and the Monitor notified.

J8 Secure Training Centre Searches

All Bedrooms and the personal property of Trainees stored in the Bedrooms will be searched by a Search Team at least once each month. All other areas of the Secure Training Centre will also be searched by a Search Team at least once every eight weeks. Any Prohibited Articles or Unauthorised Articles discovered in the Bedrooms or other areas of the Secure Training Centre during these searches will be confiscated. Any Prohibited Articles or Unauthorised Articles confiscated from a Trainee by a Search Team will subsequently be retained on behalf of the Trainee or disposed of at the discretion of the Director. All Custody Officers will receive basic training in searching for and/or identifying Prohibited Articles and Unauthorised Articles as part of their induction training. Staff who are part of the Search Team will receive training in searching techniques and methods and will be appropriately equipped.

J9 Personal Safety

Each person who lives in, works in or visits the Secure Training Centre will be able to do so in conditions which, as far as reasonably practicable, will ensure his/her personal safety and security. All members of staff in direct contact with Trainees in custody at the Secure Training Centre will be provided with alarm facilities while on duty at the Secure Training Centre.

J10 Safeguarding of Personal Property

A Trainee will be able to ask staff to lock his/her Bedroom door at any time in order to prevent unauthorised access by persons other than Custody Officers accessing the Bedroom in the course of their duties. He/she will also be able to request that some or all of his/her personal property be placed in safe keeping at the Secure Training Centre at any time. The amount and type of personal property that each Trainee will be allowed to keep in his/her Bedroom will depend on his/her level of privileges under the Rewards and Sanctions Scheme.

J11 Prohibited or Unauthorised Articles

The Contractor will submit to the Authority for its approval 4 months before the Scheduled Opening Date:

(i) a list of articles which it is prohibited to bring into the Secure Training Centre ("Prohibited Articles"), a list of articles the possession of which by a particular Trainee in custody at the Secure Training Centre is unauthorised in some way ("Unauthorised Articles"); and

(ii) a list of articles which Trainees in custody at the Secure Training Centre may keep in their Bedroom ("Accepted Articles").

Initial information sent to each Trainee's family/carer following his/her admission to the Secure Training Centre will include a list of Prohibited Articles, Unauthorised Articles and Accepted Articles. Searches will be carried out on all visitors to the Secure Training Centre to ensure that they are not bringing into the Secure Training Centre any Prohibited Articles or Unauthorised Articles. Each Trainee entering or re-entering the Secure Training Centre will also be searched for Prohibited Articles and Unauthorised Articles. On his/her admission to the Secure Training Centre, each Trainee will be subject to a strip search and any property accompanying him/her will be subject to manual search and x-ray examination before being returned to him/her or placed in safe keeping.

J12 Cards, Keys and Bleepers

Any magnetic cards, keys or bleepers carried by Staff at the Secure Training Centre must be securely fixed to a belt or protected in some other way. The issue of magnetic cards, keys and bleepers at the Secure Training Centre will be carefully monitored by a nominated Head of Department and Staff will not be permitted to take them out of the Secure Training Centre.

A transponder will be fitted to each set of security keys which will trigger an alarm should the keys pass an exit point at the secure perimeter.

J13 Alert Systems

Personal communicators carried by Staff at the Secure Training Centre must be securely fixed to a belt or protected in some other way. The nominated Head of Department will be responsible for ensuring that procedures detailing the action to be taken in the event of an alert are in place and known to all Staff at the Secure Training Centre. These procedures will include responses to:

(i) A Trainee activating his/her Bedroom call system;

(ii) A Trainee barricading his/her Bedroom door or any other door in the Secure Training Centre;

(iii) A Trainee escaping from the Secure Training Centre;

(iv) Failure of the main services to the Secure Training Centre;

(v) Natural disasters.

J14 Visitors

The Contractor will ensure that all visitors to the Secure Training Centre are escorted by a Custody Officer in accordance with the terms of Clause 38 of the Contract and the STC Rules.

Alarm systems will be available to professional visitors.

J15 The Contractor must draw up a Child Protection protocol in conjunction with the local Area Child Protection Committee. This protocol must be submitted to the Authority for its approval at least six months before the Scheduled Opening Date.

Section K : Accommodation

The Contractor shall comply or procure compliance with the following requirements of this Section K:

K1 Sleeping Accommodation

Each Trainee in custody at the Secure Training Centre will be provided with his/her own Bedroom. Each Bedroom will have lighting, heating, ventilation and fittings which are adequate to ensure the health and welfare of any Trainee accommodated in it and a means of communication by which he/she can contact a member of staff at the Secure Training Centre. Bedroom call buttons will be fitted to allow trainees to communicate with Staff.

K2 Equipping of Rooms, etc.

All Bedrooms, rooms or other areas in the Secure Training Centre will be equipped in accordance with the Authority's requirements. A full, up-to-date schedule of equipment in each Bedroom, room or other area in the Secure Training Centre will be maintained and will be substantially in accordance with Schedule B or, to the extent that Schedule B differs from the list of fixtures, fittings, chattels and other equipment to be submitted to the Authority for its approval 4 months prior to the Scheduled Opening Date pursuant to Schedule B, in accordance with that list as approved by the Authority.

K3 Remedy of Deficiencies

Equipment in Bedrooms, rooms and other areas of the Secure Training Centre will be checked regularly and/or when reasonably appropriate. Deficiencies in equipment in any area of the Secure Training Centre will be reported to and recorded by facilities staff at the Secure Training Centre as soon as reasonably practicable after any member of staff becomes aware of such deficiencies. Deficiencies in equipment will be made good in accordance with the performance standards set out in Schedule C. Facilities staff will be available at the Secure Training Centre on 24 hour call out to remedy deficiencies in equipment and carry out repairs to accommodation at the Secure Training Centre. The Secure Training Centre will be provided with a generator to provide power in the event of a mains supply failure and full emergency procedures will be drawn up, rehearsed and updated when necessary.

K4 Repairs

Repairs to accommodation at the Secure Training Centre will be carried out in accordance with Schedule C. Repairs to accommodation at the Secure Training Centre will be reported to and recorded by facilities staff at the Secure Training Centre.

K5 Smoking

A no smoking policy will operate in the Secure Training Centre for all Trainees, Staff and visitors.

K6 Bedroom Allocation

The Contractor will ensure that there is no bias in the allocation of Bedrooms to Trainees. Females will be allocated to Bedrooms in an all-female Unit or, in the event that they are allocated to Bedrooms in a Unit which is also occupied by male Trainees, their Bedrooms will be physically separate from those Bedrooms occupied by male Trainees and a separate communal area from that used by male Trainees will be provided in the Unit if necessary. Viewing panels to Bedrooms will not allow any person passing by them casually to see into them. If the viewing panel is to be used to check on a female Trainee in her Bedroom, the viewing panel will only be accessed by a female member of staff. The Contractor will ensure that clear instructions are given to Staff on the use of the viewing panel and that Staff are made aware that misuse of the viewing panel may lead to disciplinary action being taken against them.

K7 Operational use of the Bedroom in the Health Care Centre

Each Trainee in custody at the Secure Training Centre may, subject to the Duty Director's approval, be placed in any of the four Bedrooms in the Health Care Centre as identified in Schedule A in order to receive appropriate care and attention if:

(i) he/she has been assessed as being at serious risk of suicide and/or self-harm or as a result of any physical condition; and/or

(ii) he/she has to be separated from other Trainees and placed in a locked room in exceptional circumstances in order to prevent him/her from harming him/herself or others or from damaging property where other appropriate methods of control have failed in accordance with Section M6.

K8 Temperature Requirements in the Bedrooms and in the Health Care Centre bedrooms

The Contractor shall maintain the temperatures within the Bedrooms, including the Health Care Centre bedrooms, in accordance with the following criteria:-

i. When the external shade temperature is below –5 degrees Celsius then the Contractor shall operate the heating system in the Bedrooms and in the Health Care Centre bedrooms at the reasonable maximum maintainable output;

ii. When the external shade temperature is above –5 degrees Celsius and below 30 degrees Celsius then the Contractor shall maintain the Bedrooms, including the Health Care Centre bedrooms, at a temperature between 19 and 26 degrees Celsius;

iii. When the external shade temperature is in excess of 30 degrees Celsius and below 32 degrees Celsius then the Contractor shall maintain the Bedrooms, including the Health Care Centre bedrooms, at a temperature between 19 and 28 degrees Celsius.

iv. When the external shade temperature is in excess of 32 degrees Celsius then the Contractor shall operate the cooling system at the reasonable maximum maintainable output.

The following footnotes apply in full to Paragraph K8 and Paragraph K9 of this Schedule D:

Notes

External shade temperatures will be measured in the shade at least 2 metres from any wall or surface that could have an influence on the recording and at 1 metre above ground which should be a grassed surface.

Temperatures throughout the Secure Training Centre will be maintained at the design temperatures as stated in Schedule A of the Contract. For the avoidance of doubt, section (c) of Part 2 of Schedule D and paragraph C9 of Schedule H shall not apply to the design parameters set out in Schedule A.

K9 Temperature Requirements for the Secure Training Centre Generally

Except for the Sports Hall and Plant Rooms the Contractor shall maintain the temperatures within the Secure Training Centre in accordance with the following criteria:-

(i) When the external shade temperature is below –5 degrees Celsius then the Contractor shall operate the heating system in the Secure Training Centre at the reasonable maximum maintainable output;

(ii) When the external shade termperate is above –5 degrees Celsius and below 30 degrees Celsius then the Contractor shall maintain the Secure Training Centre at a temperature between 19 and 26 degrees Celsius;

(iii) When the external shade temperature is in excess of 30 degrees Celsius and below 32 degrees Celsius then the Contractor shall maintain the Secure Training Centre at a temperature between 19 and 28 degrees Celsius.

(iv) When the external shade temperate is in excess of 32 degrees Celsius then the Contractor shall operate the cooling system at the reasonable maximum maintainable output.

The Sports Hall will be supplied with tempered air and extract air only. The Sports Hall and Plant Rooms have been designed as a minimum to maintain a frost free environment.

Notes

External shade temperatures will be measured in the shade at least 2 metres from any wall or surface that could have an influence on the recording and at 1 metre above ground which should be a grassed surface.

Section L: Hygiene, Health and Safety

The Contractor shall comply or procure compliance with the following requirements of this Section L:

L1 Statutory Requirements

All statutory requirements safeguarding the health and safety of Trainees and Staff at the Secure Training Centre and any other statutory requirements which affect the operation of the Secure Training Centre will be complied with by Staff. A nominated Head of Department will be responsible for the day to day implementation of health and safety procedures at the Secure Training Centre.

L2 Health and Safety Policy Statement

A Health and Safety Policy Statement for the Secure Training Centre will be published 4 months before the Scheduled Opening Date and will be revised at least once each year after the Full Operation Date by a nominated Head of Department.

L3 Fire Prevention and Procedures in the event of a Fire

A formal system dealing with fire prevention and procedures in the event of a fire at the Secure Training Centre will be put in place at the Secure Training Centre and will include:

(i) the provision of information to Staff, Trainees and visitors at the Secure Training Centre about fire prevention and procedures in the event of a fire by such means as notices and a fire prevention manual;

(ii) training in fire prevention and the relevant procedures in the event of a fire at the Secure Training Centre for all Staff at the Secure Training Centre;

(iii) regular fire drills and evacuation practices - 2 major fire exercises involving the local emergency services will be carried out each year and at least one Evacuation each quarter;

(iv) establishing links with the local fire service and involving them in fire prevention surveys of the Secure Training Centre - a full fire survey will be undertaken once a year;

(v) details of the members of staff at the Secure Training Centre responsible for fire prevention and for implementing the relevant procedures in the event of a fire – a nominated Head of Department will have management responsibility for fire prevention in the Secure Training Centre and the Director will appoint a fire officer who will receive specialist training and have direct access to a nominated Head of Department and other senior management at the Secure Training Centre.

Full details of the formal system dealing with fire prevention and procedures in the event of a fire at the Secure Training Centre will be provided to the Authority for its approval 4 months before the Scheduled Opening Date.

L4 Fire Safety

Advice on fire prevention and appropriate procedures in the event of a fire at the Secure Training Centre will be sought from the local Fire Safety Officer and Authority's fire safety section in the month immediately following the Date of Contract. The Authority's fire safety adviser will carry out an inspection of the Secure Training Centre twice each year and whenever alterations or extensions to or

changes of use of buildings at the Secure Training Centre take place. Any advice on operational matters relating to fire prevention and procedures in the event of a fire at the Secure Training Centre given by the fire brigade as a result of visits made to the Secure Training Centre by the fire brigade in accordance with Section 1 of the Fire Safety Act 1947 will be implemented as soon as reasonably practicable. The enforcing authority in relation to all fire safety regulations will be HM Fire Services Inspectorate (Crown Premises Inspection Group).

L5 Fire Extinguishers

An appropriate number of pressurised water/gas, dry powder and CO_2 extinguishers will be provided at the Secure Training Centre and regularly maintained in accordance with advice from the local fire service.

L6 Heating and Ventilation

All parts of the Secure Training Centre where Trainees live, work or train or which are used by Trainees for recreational purposes will have adequate heating, lighting and ventilation.

L7 Sanitation Facilities

All sanitation facilities in the Secure Training Centre will be kept clean.

L8 Outside Areas

All outside areas within the designated area of the Secure Training Centre will be kept clean.

L9 Cleaning Programme

The proposed Cleaning Programme will be submitted to the Authority for its approval 4 months before the Scheduled Opening Date.

L10 Inspection

Inspections of the Units and other facilities at the Secure Training Centre used by Trainees will be carried out by appropriate members of management at the Secure Training Centre for health and safety purposes once every week. A system for management to conduct regular comprehensive inspections of the physical state of the Secure Training Centre will be agreed with the Authority 4 months before the Scheduled Opening Date. The medical practitioner or practitioner employed at the Secure Training Centre will be required to carry out or supervise an appropriate professional in carrying out a Hygiene Inspection and to submit a report to the Authority as soon as reasonably practicable thereafter once every 6 months on the general hygiene of the Secure Training Centre.

L11 Liaison with Outside Agencies

During the month immediately following the Date of Contract, plans for liaison and co-operation with external bodies such as health and safety inspectors and environmental health officers will be submitted to the Authority for its approval.

L12 Personal Hygiene

Each Trainee in custody at the Secure Training Centre will be encouraged to attend to his/her personal appearance and hygiene. Female Trainees will be provided with the necessary sanitary items and provided with facilities for their disposal hygienically.

L13 Provision of Facilities

Adequate supplies of toiletries and other requisites including, without limitation, toiletries and other requisites commonly required by persons of the same ethnic origin

as the Trainee will be kept at the Secure Training Centre for issue to each Trainee on his/her admission to the Secure Training Centre and as required thereafter during his/her custody at the Secure Training Centre. He/she will be issued with the following items which will be replaced as required:

flannel

tooth brush

hair brush/comb

liquid soap

toothpaste

shampoo

shower gel

sanitary towels (for female Trainees as appropriate)

shaving brush and safety razor (as necessary).

Any other items necessary or reasonably required for the personal hygiene of any Trainee in custody at the Secure Training Centre will be provided to him/her during his/her custody at the Secure Training Centre at his/her request, provided such request is reasonable.

L14 Baths/Showers

Each Trainee in custody at the Secure Training Centre will have access to a shower or bath at least once each day. A female Trainee will be given daily access to a bath instead of a shower if this is her preference.

L15 Hairdressing and Hair cutting

Each Trainee will be given the opportunity to have one free haircut each month while he/she is in custody at the Secure Training Centre. Additional haircuts will be available to him/her at a small charge.

L16 Access to Sanitation and Drinking Water

Each Bedroom will contain its own sanitation facilities - toilet, shower and wash basin - as detailed in Schedule A. Drinking water will also be available in each Bedroom.

L17 Clothing

Each Trainee in custody at the Secure Training Centre will be allowed to wear his/her own clothing provided it is suitable, tidy and clean and does not present a risk to safety or carry markings or logos which are inappropriate. His/her family/carer or friends will be allowed to bring clothing to the Secure Training Centre for him/her to wear. Trainees will not be required to wear a uniform, but separate dress codes will cover the clothing to be worn by Trainees in custody at the Secure Training Centre during taught lesson time and at other times. No Trainee will be made to wear distinctive clothing to deter escape or absconding or as a punishment.

L18 Contractor's Issue Clothing

If any Trainee in custody at the Secure Training Centre is unable to wear or provide his/her own clothing, he/she will be provided with a reasonable choice of clothing, which is clean, in good repair and well fitting, and does not carry markings or logos which are inappropriate. He/she will also be provided with appropriate clothing in

order to take part in specific activities at the Secure Training Centre such as sports kit or protective clothing for vocational training. The following will be available:

Female:

Sweatshirt/Jumpers	X	4
Shirt / Blouses	X	6
Slacks / Jeans / Skirts	X	4
Bras	X	4
Knickers	X	
Socks / Tights	X	4
T-shirt / Vest	X	6
Night Wear	X	2 sets
Rainproof Jacket	X	1
Shoes / Footwear	X	3 pairs
Tracksuits	X	2
Sportswear	As required	

Male:

Sweatshirt/Jumpers	X	4
Shirts /Tops	X	6
Casual trousers	X	4
Underpants	X	7
Socks	X	4
T Shirts/Vests	X	3
Night Wear	X	2 Sets
Rainproof Jacket	X	1
Shoes / Footwear	X	3 pairs
Tracksuits	X	2
Sportswear	As required	

Trainees will be supplied with these items or supplied with items in addition to their own clothing if required at the Contractor's expense. Trainees will be able to select items of clothing from a range of colours and styles in order to bring their own personal clothing up to the standard required. The clothing list and dress code will be adapted as necessary to take into account a Trainee's religious, cultural or racial needs.

L19 Decision Not to Allow Own Clothing

Any Trainee in custody at the Secure Training Centre who has been informed that he/she may not wear an item of his/her own clothing will be told the reasons for this decision and how he/she can appeal against. The reasons for the decision will be entered on his/her Trainee Personal Record and the entry signed by him/her and the person making the decision.

L20 Bedding

Each Trainee will be provided with bedding which is adequate for his/her warmth and comfort, clean and in good repair. Sheets, duvet covers, pillow cases and blankets, if used, will be changed once a week. Mattresses, pillows, duvet covers, blankets and bed covers will be of flame-retardant materials.

L21 Laundering Facilities

Each Unit will have a washing machine and drier. Each Trainee accommodated in the Unit will be able to use these facilities to wash and dry his/her own clothing under the supervision of a Care Supervisor. The Contractor will enter into a sub-contract for the laundering of institutional clothing.

Section M : Good Order or Discipline

The Contractor shall comply or procure compliance with the following requirements of this Section M:

M1 General

Good order and discipline will be maintained at the Secure Training Centre at all times. The good order and discipline of Trainees in custody at the Secure Training Centre will be encouraged and promoted by Staff at the Secure Training Centre ensuring that each Trainee:

(i) knows how he/she is expected to behave in each part of the Secure Training Centre to which he/she has access including his/her Bedroom;

(ii) will be rewarded for good behaviour and sanctioned for bad behaviour by means of the Rewards and Sanctions Scheme; and

(iii) has access to a representations procedure to air his/her complaints and concerns about the Secure Training Centre and/or his/her treatment at the Secure Training Centre.

The behaviour of each Trainee in custody at the Secure Training Centre will be subject to frequent monitoring by his/her Keyworker and other Staff working directly with him/her and will be discussed and assessed at his/her twice weekly meeting with his/her Keyworker. The Section 53/92 Unit must be notified in writing within 24 hours of any incident involving a Trainee subject to a Section 91 Order.

M2 Managing Trainee Behaviour

The behaviour of each Trainee in custody at the Secure Training Centre will be managed and regulated to ensure that good order and discipline at the Secure Training Centre is maintained as follows:

(i) Clear Expectations - All Trainees will be made aware of how they are expected to behave during their period in custody at the Secure Training Centre:

(a) Contractor's Charter - The Contractor's Charter summarises the responsibilities of Staff and Trainees at the Secure Training Centre. The Contractor's Charter will be prominently displayed throughout the Secure Training Centre and a translation will be made available to any Trainee in custody at the Secure Training Centre who does not understand the English version. The Contractor's Charter and its aims will be discussed with each Trainee following his/her admission to the Secure Training Centre.

(b) Published Rules - In every area of the Secure Training Centre to which Trainees have access, concise and constructively worded notices will be displayed reminding them and Staff at the Secure Training Centre of the basic rules of behaviour which are expected. Each Trainee in custody at the Secure Training Centre will agree the details of how he/she will be expected to behave with his/her Keyworker.

(ii) Rewards and Sanctions Scheme - A graduated system of incentives and sanctions will be used to encourage good behaviour by Trainees in custody at the Secure Training Centre. The Rewards and Sanctions Scheme will be based on a "level progression" system in which greater privileges can be earned by a Trainee if a good assessment is made, and existing privileges can

be withdrawn if a bad assessment is made, of his/her performance and effort in relation to key behavioural and training targets.

(iii) Representations/Complaints - Each Trainee in custody at the Secure Training Centre will have access to a comprehensive representations procedure, details of which are set out in Section C21 of this Part 1 of Schedule D.

M3 Rewards and Sanctions Scheme

The Rewards and Sanctions Scheme will be easy for Trainees in custody at the Secure Training Centre to understand, fair and simple for Staff at the Secure Training Centre to manage and will be operated by reference to Trainees' performance and efforts in relation to key behavioural and training targets. A system of incentives and privileges will be in operation at the Secure Training Centre. Full details of the proposed Rewards and Sanctions Scheme will be submitted to the Authority for its approval at least 6 months before the Scheduled Opening Date.

M4 Unofficial Sanctions

No Sanctions will be imposed on any Trainee in custody at the Secure Training Centre unless they are specifically permitted under this Part 1 of Schedule D and/or have been approved by the Authority in accordance with Section M3.

M5 Use of Physical Restraint/Medication

Each Trainee in custody at the Secure Training Centre will only be subject to physical restraint as a last resort when no alternative is available and only to prevent him/her from escaping or from harming him/herself or others or from damaging property, or to prevent him/her from inciting another Trainee to harm him/herself or others or to damage property. Physical force will not be used at the Secure Training Centre on any Trainee for any other purpose nor will it be used on any Trainee simply to secure compliance with staff instructions. When all other approaches have been exhausted and there is no realistic alternative to the use of physical force, the only methods of physical restraint which may be used on a Trainee in custody at the Secure Training Centre will be those specifically approved by the Authority and only as used by Staff certified as Custody Officers by the Authority. Staff required to use Physical Restraint on a Trainee in custody at the Secure Training Centre or to instruct others in its use must be appropriately trained by accredited instructors approved by the Authority. Refresher training on the use of Physical Restraint at the Secure Training Centre will be given at regular intervals as set out in Section O21 of this Part 1 of Schedule D. In addition, any member of staff instructing another member of staff in the use of Physical Restraint will be given annual refresher courses to retain his/her accredited status as an instructor. Medication will not be used as a means of controlling any Trainee in custody at the Secure Training Centre. Whenever reasonably practicable, the use of physical force on a Trainee will have been approved by a senior member of staff.

M6 Separation of a Trainee from other Trainees other than at night when he/she is locked in his/her Bedroom

Except at night when he/she is locked in his/her Bedroom, a Trainee in custody at the Secure Training Centre will only be separated from other Trainees and placed in a locked room in exceptional circumstances to prevent him/her from harming him/herself or others or from damaging property and only where other appropriate methods of control have failed. Any Trainee in custody at the Secure Training Centre who is separated from other Trainees and placed in a locked room other than at night when he/she is locked in his/her Bedroom will be informed orally at the time when he/she is placed in the locked room and in writing within 3 hours of being placed in

the locked room of the reason or reasons for his/her placement in the locked room. Any Trainee separated from other Trainees and locked in his/her Bedroom other than at night must be checked by appropriate Staff at least once every 15 minutes. Any Trainee separated from other Trainees and locked in a Bedroom in the Health Care Centre as identified in Schedule A will be checked in accordance with STC Rules and Department of Health guidance and regulations such as that contained in the "Children Act 1989: Guidance and Regulations Volume 4 Residential Care" and the "Children (Secure Accommodation) Regulations 1991" (as amended in October 1992). No Trainee will be kept separated from other Trainees in a locked room for more than 3 hours at a time except at night when he/she is locked in his/her Bedroom.

An incident report will be completed at the time of the incident which is signed by the Unit Manager, Duty Shift Manager and Duty Director on the use of Physical Restraint on any Trainee, or the separation of a Trainee from other Trainees and his/her placement in a locked room other than at night when he/she is locked in his/her Bedroom, will be made in writing by a nominated Head of Department and copied to the Monitor within 12 hours of the incident. Details of the use of such Physical Restraint or separation will be retained in the relevant Secure Training Centre records for inspection by the Authority or persons authorised by the Authority to inspect such records. A copy of the incident report will be sent to the Monitor. The details recorded in the report will include the reasons for taking such action and must be sufficiently comprehensive to allow any enquiry to establish why Physical Restraint was deemed necessary, who was present, who authorised/approved the use of Physical Restraint, who applied the Physical Restraint and precisely what methods were used. The incident will also be logged in the Removal from Association Log Book and/or the Physical Restraint Care Log Book as appropriate held on the Units. Records will be checked by a nominated Head of Department weekly and audited and statistical information given to the Monitor on a weekly/monthly basis.

Section N: Catering

The Contractor shall comply or procure compliance with the following requirements of this Section N:

N1 Number, Quality and Variety of Meals

Each Trainee in custody at the Secure Training Centre will be provided with:

(i) reasonably sized portions of wholesome, nutritious, varied and good quality food three times each day at breakfast, lunch and dinner time including at least one hot main meal, and

(ii) a light supper snack.

N2 Preparation and Serving of Meals

All Trainees in custody at the Secure Training Centre at lunch time will be provided with a meal which will be prepared in the main kitchen at the Secure Training Centre by qualified catering staff and served to Trainees in the Secure Training Centre's dining hall. A system of ordering prior to entering the dining room will be operated in the Secure Training Centre's dining hall. Meals at breakfast and dinner time will be prepared for all Trainees in custody at the Secure Training Centre (except for those Trainees who have the agreement of their Care Supervisor or Keyworker on their Unit that they may participate in the preparation and service of meals at breakfast and/or dinner time in their Unit under appropriate supervision) in the main kitchen at the Secure Training Centre by qualified catering staff and taken to the Units in suitable containers. The light supper snack will be prepared by the Trainees in the Units under appropriate supervision using ingredients provided by qualified catering staff. The Contractor will be responsible for ensuring hygiene, health and safety, and environmental health standards are met in relation to the preparation and serving of all meals at the Secure Training Centre.

N3 Times of Meals

Trainees in custody at the Secure Training Centre will be provided with meals at breakfast, lunch and dinner-time, and a light supper snack, at the following times:

	MIDWEEK	WEEKEND
BREAKFAST	07.45	08.15
LUNCH	12.30 – 13.40	12.30 – 13.40
DINNER	17.30	17.30
SUPPER	20.45	20.45

N4 Observation of High Standards

Meals provided to Trainees in custody at the Secure Training Centre by qualified catering staff will be prepared to food industry standards of handling and hygiene and will be served at the correct temperature with acceptable appearance and palatability. The catering facilities in the main kitchen at the Secure Training Centre will meet food industry standards. Care Supervisor and other Staff responsible for supervising the preparation of meals and/or light supper snacks by Trainees in the Units will be given instruction by members of the qualified catering staff on the relevant hygiene, health and safety, and environmental health standards in relation to the preparation of food in the Units. Members of the qualified catering staff will make an inspection of the catering facilities in each Unit and the meals/snacks prepared in each Unit once a day.

N5 Choice of Main Meals

All Trainees in custody at the Secure Training Centre will be provided with a choice of at least two main courses as part of their main meal each day and, whenever possible, at other meal times. A vegetarian option will be available to Trainees at all meal times. A menu setting out appropriate details of all the meals which will be prepared by qualified catering staff at the Secure Training Centre and which will be provided to Trainees in custody at the Secure Training Centre each week (Monday to Sunday) will be given to each Trainee, and sent to the Authority, no later than Friday in the previous week. Each Trainee will choose his/her meals on a weekly basis from the menu for that week and inform his/her Care Supervisor of his/her choice for each day no later than 1 pm on the previous day. Each menu sent to the Authority will be retained by the Authority for at least four weeks to allow the Authority to monitor food standards at the Secure Training Centre and to request that reasonable changes be made to the meals provided to Trainees in custody at the Secure Training Centre. Special diets on medical, religious, ethnic or other reasonable grounds will be provided to Trainees in custody at the Secure Training Centre as required.

N6 Meals outside Normal Times

An appropriate meal prepared either in the main kitchen at the Secure Training Centre or in his/her Unit will be provided to each Trainee in custody at the Secure Training Centre where factors outside his/her control such as a court appearance or the completion of his/her admission procedure prevent him/her from obtaining a meal at the normal times set out at Section N3 of this Part 1 of Schedule D.

N7 Dining and Menu Planning

Whenever reasonably practicable, Trainees and Staff at the Secure Training Centre will eat together. Trainees in custody at the Secure Training Centre will be able, and will be encouraged, to help with menu planning, food preparation and serving subject to reasonable security, safety and hygiene precautions. Trainees who have the agreement of their Care Supervisor or Keyworker on their Unit that they may participate in the preparation and service of meals at breakfast and/or dinner time in their Unit, will prepare their meals from menus which they have agreed with their Keyworker or a Care Supervisor on their Unit and using ingredients provided by the qualified catering staff. The Keyworker or Care Supervisor's agreement to any Trainee preparing meals will be reviewed on a weekly basis and will be dependent on the Trainee meeting suitable performance, health and safety, and security standards which will be set out and monitored both by the Keyworker/Care Supervisor and by a member of the qualified catering staff. The preparation of meals by Trainees will not be used as a substitute for employing qualified catering staff.

N8 Provisions of Utensils and Condiments

Trainees in custody at the Secure Training Centre will be provided with all necessary eating and drinking utensils in a clean condition and condiments appropriate for each meal will be available to them. Conventional crockery and cutlery will be used by Trainees in the Secure Training Centre's dining hall and in the Units and returned to the main kitchen at the Secure Training Centre for washing and sterilisation immediately after use. All crockery and utensils must be stored safely and hygienically.

Section O: Staffing and Management

The Contractor shall comply or procure compliance with the following requirements of this Section O:

Staffing

General Responsibilities

O1 Provision of Staff

The Contractor will recruit, select, train and provide sufficient staff for the Secure Training Centre to carry out the requirements of the Contract including the provision of cover for training, annual holidays, sick leave and emergencies. The Contractor must comply in all respects with the the Warner Report, ("Choosing with Care" 1992)and Utting Report ("People like Us" 1997) and any subsequent relevant recommendations for recruitment, selection and training of staff dealing with young people in custody.

O2 Approval/Certification

All Staff at the Secure Training Centre must be approved and, in the case of Custody Officers, certified by the Authority prior to the commencement of their duties at the Secure Training Centre. The selection and vetting process for prospective Custody Officers must be approved by the Authority before it is implemented.

O3 Staff Details

The Authority will be provided with details of all Staff at the Secure Training Centre, including any sub-contractor's staff working at the Secure Training Centre, as may be required from time to time by the Authority for the purpose of the Authority's security arrangements.

Staffing Levels

O4 Minimum Staffing Levels

Appendix 5 to this Schedule D sets out the minimum number of each type of Staff which the Contractor will provide at the Secure Training Centre at any time, on a day-to-day basis, to ensure the safety, security and control of the Trainees. Notwithstanding Appendix 5 to this Schedule D, the Contractor will provide a sufficient number of Staff to include the daily minimum number of each type of Staff specified at Appendix 5A, with the appropriate skills, qualifications and/or experience at the Secure Training Centre to meet its obligations under, and comply with the provisions of, the Contract at any time irrespective of the number of Staff required for it to do so. The number of Staff on duty at the Secure Training Centre at any time will be sufficient to ensure that:

(i) the welfare of the Trainees is safeguarded and promoted;

(ii) Trainees and Staff at the Secure Training Centre, visitors to the Secure Training Centre, and the Secure Training Centre itself are safe and secure;

(iii) the Regime is delivered appropriately and to Contract and/or the agreed standards;

(iv) the administration of and other essential functions at the Secure Training Centre are carried out efficiently; and

(v) the management and control of the Secure Training Centre is sound.

O5 Cover

The number of Staff employed at any time, whether full time, part time or on a sessional basis, will be sufficient to provide cover for the training, annual holidays and sick leave from time to time of individual members of staff and to ensure that a reasonable amount of time is available to Staff for training and development, personal review and assessment, staff supervision and development, and the effective operation of the Contractor's multi-disciplinary approach to the delivery of the Regime.

O6 Female Trainees

A Unit which accommodates only female Trainees will be supervised by a female Care Supervisor. A Unit which accommodates both male and female Trainees will be supervised by a Care Supervisor and a Care Officer, at least one of whom will be female.

O7 Qualifications, Skills and Experience

All Staff will have the appropriate qualifications, skills and experience for their work at or in relation to the Secure Training Centre. Any specialist Staff, i.e. non-custodial or non-administrative Staff, employed full-time, part-time or on a sessional basis will hold the professional qualifications which they would be required to hold if they were employed in a similar position by the Authority or by their recognised professional or certifying body. The relevant qualifications, skills and experience for each type of Staff at the Secure Training Centre are set out at Appendix 6 to this Schedule D.

Equal Opportunities

O8 Equal Opportunities - General

In carrying out the requirements of the Contract, the Contractor will comply with all relevant legislation including, but not restricted to, the Race Relations Act 1976, the Sex Discrimination Act 1975, the Equal Pay Act 1970 and the Disability Discrimination Act 1995. The Contractor will not discriminate against any Staff, or any applicant for a job, at the Secure Training Centre on the grounds of sex, race, colour, ethnic or national origins, disability, marital status, sexual orientation, political or religious belief.

O9 Staff Teams

Staff teams on duty at the Secure Training Centre from time to time who are in direct contact with Trainees will include both male and female Staff. The Contractor will apply equality of opportunity to male and female Staff in relation to their recruitment, the allocation of their duties, and their training and development.

O10 Equal Opportunities Policy

The Contractor's equal opportunities policy including a statement on the recruitment and employment of persons with disabilities is in the form of Appendix 2 to this Schedule D.

O11 Job Descriptions and Specifications

A written job description setting out the lines of accountability, duties, responsibilities and authority of the person holding the job, together with a summary of personal specifications in respect of the job, will be prepared for each job at the Secure Training Centre taking account of the Contractor's commitment to a multi-disciplinary approach to the delivery of the Regime.

Recruitment, Training and Development

O12 Staff Recruitment and Training Programmes

The recruitment and training programmes for all Staff at the Secure Training Centre are set out at Appendix 7 to this Schedule D. All such training given to Staff in the course of their employment at the Secure Training Centre will be subject to approval by the Authority and must be completed to the satisfaction of the Authority.

O13 Professional Development

All Staff will be given a reasonable amount of time and support, financial and/or otherwise, and will be encouraged, during the course of their employment at the Secure Training Centre to enable them to keep up-to-date with operational practices, procedures and developments in their profession which are relevant to their employment at the Secure Training Centre by undertaking relevant training and attending appropriate courses, seminars, conferences and classes provided by the Contractor at the Secure Training Centre and elsewhere and/or by relevant third parties.

O14 Medicals before Employment

A medical screening and/or examination will be carried out on all successful applicants for jobs at the Secure Training Centre. Each offer of employment at the Secure Training Centre will be made subject to the successful applicant satisfying the relevant medical requirements to ensure that he/she would be able to perform the full range of duties which he/she would be required to perform during the course of his/her employment at the Secure Training Centre. Psychometric testing and screening (or other comparable procedures as necessary) will also be carried out on all applicants for jobs at the Secure Training Centre prior to any offer of employment being made to any of them to ensure that applicants with unacceptable personalities or defects are not employed as Staff at the Secure Training Centre.

O15 Medicals during Employment

Additional periodic medical examinations will be required for Custody Officers and may also be required for other Staff, particularly on their return to work at the Secure Training Centre following an accident or where frequent or lengthy periods of sickness or absence have been identified.

O16 Vetting

All successful applicants for jobs at the Secure Training Centre will be vetted by both the Contractor and the Authority separately and all offers of employment will be made subject to them satisfying the relevant vetting requirements. Only the security screening manager at the Contractor's Headquarters may approve the vetting of a prospective employee. All volunteers at the Secure Training Centre who have direct contact with Trainees will also be vetted.

Before a successful applicant for a job at the Secure Training Centre commences employment at the Secure Training Centre, the Contractor will verify the successful applicant's employment record and history over the last five years. Within 3 months of each employee commencing his/her employment at the Secure Training Centre, the Contractor will verify the successful applicant's employment record and history over the previous twenty years (or from the date of leaving school, if earlier).

Where information is obtained which puts into question the honesty or integrity of any member of staff at the Secure Training Centre, his/her employment will be terminated. No employee will be allowed to work with a Trainee until full employment vetting has been completed.

The Director, the Heads of Department and all Staff who have direct contact with Trainees will be subject to vetting before their employment at the Secure Training Centre commences. The Contractor will ensure that it complies with its obligations under Clauses 34, 35 and 36 of the Contract to assist the Authority in its task of vetting the Director and other Staff at the Secure Training Centre, as appropriate, prior to their approval and/or certification.

Recruitment of Custody Officers

O17 Recruitment of Custody Officers - General

Custody Officers will be the only Staff at the Secure Training Centre who will perform custodial duties, in relation to Trainees in custody at the Secure Training Centre, as defined in the Criminal Justice and Public Order Act 1994.

O18 Medical

The Contractor will ensure that all persons employed as Custody Officers at the Secure Training Centre have an eyesight level of

(i) 6/24 in each eye corrected to 6/12 or better with contact lenses or glasses, or

(ii) normal sight (6/6) in one eye and 6/36 in the other corrected to 6/12 or better with contact lenses or glasses.

Any assessment and/or fitness standards specified by the Authority as applicable to Custody Officers will be carried out on and/or required of, as the case may be, each Custody Officer employed at the Secure Training Centre.

O19 Certification

Persons will only be employed as Custody Officers at the Secure Training Centre if:

(i) they have been certified as such by the Authority, and

(ii) the Authority is satisfied that the training which they have been given by the Contractor to perform their custodial duties at the Secure Training Centre is sufficient and appropriate.

The Contractor will submit to the Authority such particulars of each person whom it is proposing to employ as a Custody Officer at the Secure Training Centre as the Authority may reasonably require to assist it in its decisions as to whether the person should be certified as a Custody Officer. The Contractor will, or will procure that the Operating Sub-contractor will, notify the Authority immediately of any behaviour of, or action by, a Custody Officer which comes to its attention and casts doubt upon his/her fitness for certification as a Custody Officer.

A person who has been certified as a Custody Officer but whose certificate has been suspended or revoked, or whose certificate is otherwise no longer in force, will not be employed as a Custody Officer at the Secure Training Centre.

Specialist Training for Custody Officers

O20 Basic Training Programme

Appendix 7 to this Schedule D sets out the basic training programme (including the Authority's core training requirements) for Custody Officers employed at the Secure Training Centre together with the estimated duration of such training. The training programme will normally take place over a five-day week with appropriate breaks between sessions and will be provided by trainers with appropriate qualifications

and/or experience in relation to the performance of custodial duties. It will include competency and skills assessments to determine the correct application of skills, the understanding of theory and background, and the use of appropriate inter-personal skills by the Custody Officers in the performance of their custodial duties at the Secure Training Centre. Physical Restraint training approved by the Authority will be undertaken by Custody Officers.

Examples of skills and knowledge to be provided to Custody Officers in addition to basic training (referred to as specialist modules) during the basic training programme are listed at Appendix 7 to this Schedule D.

O21 Continuous Training Programmes

The continuous training programmes for Custody Officers at the Secure Training Centre will include refresher Physical Restraint training given at regular intervals by accredited instructors approved by the Authority and a total, or equivalent of one day each year on security awareness, intimidation and threats posed by sophisticated Trainees.

O22 Escorting Duties

Custody Officers will only carry out escorting duties at the Secure Training Centre if:

(i) they have been certified by the Authority and the Crown to carry out such duties; and

(ii) the Authority is satisfied that the training which they have been given by the Contractor to perform such duties is sufficient and appropriate.

O23 Short Duration Breathing Apparatus

A sufficient group of Custody Officers employed at the Secure Training Centre will be trained in the use of short duration breathing apparatus to provide a team of Staff trained in the use of such apparatus in the Secure Training Centre at all times. This will involve an initial training of 4 hours per person and one hour's refresher training every subsequent 12 months.

Training and Development for Staff in General

O24 Staff Training

The Contractor will:

(i) make such arrangements as are reasonably required to develop, manage and co-ordinate an appropriate initial staff development programme for the Secure Training Centre;

(ii) appoint a training officer who will:

(a) produce an annual staff development plan incorporating the three department plans and the personal development plan of each member of staff at the Secure Training Centre; and

(b) facilitate the ongoing training and development needs of all Staff at the Secure Training Centre;

(iii) implement a system of personal development plans one of which will be completed by each member of staff at the Secure Training Centre;

(iv) arrange shift patterns to include regular pre-determined training and development days for all Staff at the Secure Training Centre; and

(v) use its reasonable endeavours to obtain the Investors in People Award, an award made by the Department for Education and Skills to organisations who have reached the required standard of excellence in the provision of training and development to their staff.

O25 Continuous Staff Development

Following basic training and any specialist training received prior to the commencement of their duties with Trainees at the Secure Training Centre, Staff at the Secure Training Centre will participate in a continuing development programme which will include them being encouraged to be fully involved in the Contractor's work with Trainees at the Secure Training Centre and to contribute to the effective operation of the Secure Training Centre.

O26 Maintenance Staff

The Secure Training Centre will be maintained in accordance with the maintenance specification set out by the Authority in Schedule C to the Contract. The Contractor may sub-contract all or some of the maintenance work at the Secure Training Centre to a management company provided that the management company responsible for all or some of the maintenance work at the Secure Training Centre employs an adequate number of competent personnel with appropriate qualifications and experience to carry out such work from time to time.

O27 Night Care Staff

Staff employed to undertake night care work will be recruited, given access to staff training and development, and will be appropriately involved and become part of the Contractor's multi-disciplinary approach to the delivery of the Regime in the same way as day care Staff at the Secure Training Centre. At least one female member of staff will be on duty in each Unit accommodating female Trainees at night.

O28 Health Care Staff

Only qualified health care personnel will determine and supervise health care procedures at the Secure Training Centre. Written job descriptions for health care personnel to be employed at the Secure Training Centre will include the qualifications necessary for the job-holder and his/her specific role in the provision of health care at the Secure Training Centre.

Medical practitioners will possess the certificate of prescribed or equivalent experience issued by the Joint Committee on Postgraduate Training in General Practice, the organisation responsible for certificating general practitioners, or a written statement of exemption.

O29 Physical Education Staff

Physical education activities at the Secure Training Centre involving Trainees will only be carried out under the supervision of appropriately qualified Staff.

O30 Chaplain

A Church of England chaplain will be employed at the Secure Training Centre who will be responsible for recommending the appointment of ministers of other religions represented in the Trainee population.

O31 Part-time Staff

The Contractor may, if appropriate, employ Staff on a part-time basis. Part-time Staff at the Secure Training Centre will be recruited, given access to staff training and development, and will be appropriately involved in and become part of the

Contractor's multi-disciplinary approach to the delivery of the Regime in the same way as full-time Staff at the Secure Training Centre.

O32 Personal Development Plans for Staff

Each member of staff at the Secure Training Centre will participate in the personal development process. His/her personal development plan will be based on his/her individual training/development needs as agreed each year with his/her responsible Manager. Each member of staff at the Secure Training Centre will have primary responsibility for producing and updating from time to time his/her own personal development plan. His/her responsible Manager will ensure that he/she is given appropriate support and opportunities to meet the training/development objectives set out in his/her personal development plan.

Each member of staff at the Secure Training Centre must provide his/her responsible manager with an up-to-date copy of his/her personal development plan and be able to demonstrate that he/she is making every reasonable effort to progress his/her training/development objectives.

O33 Appraisal

All Staff will participate in the Contractor's annual appraisal scheme. At least 2 weeks before each member of staff's formal appraisal meeting, he/she will be given guidance notes explaining what is involved in the appraisal process, what to expect from it, and what role he/she will play in it. He/she will complete a self report form expressing his/her views prior to attending a formal appraisal meeting with his/her responsible manager at which he/she will have the opportunity to discuss all aspects of his/her job, clarify how he/she can best contribute to the work of his/her department, assess his/her strengths and weaknesses, and agree what is expected of him/her over the next year. A report will be completed by his/her responsible manager after the formal appraisal meeting which will be used to establish the criteria for judging his/her performance and his/her development over the next year. He/she will be given the opportunity to review the report and to make comments on it before signing it. The report, along with all his/her other appraisal forms, will then be reviewed and approved by an appropriate senior manager.

O34 Contributing to and Implementing the Training Plan

All Staff with day-to-day knowledge of a Trainee will be encouraged to contribute to that Trainee's ongoing assessment and development, and the implementation and review of his/her Training Plan. They will attend regular reviews with other members of the multi-disciplinary staff team responsible for the Trainee on a day-to-day basis to discuss the Trainee's progress and any action which needs to be taken in relation to the Trainee. Formal reviews of each Trainee's Training Plan will take place in accordance with the minimum requirements set out in National Standards and the STC Rules.

O35 Conditions of Service and Staff Handbook

The staff handbook will be given to all Staff and will provide a summary of employment terms and conditions and background information about the Contractor and its work. A copy of the staff handbook will be submitted to the Authority for its approval no later than 6 months prior to the Scheduled Opening Date.

O36 Drugs and Alcohol

A copy of the written statement which will be given to each member of staff outlining the Contractor's policy for a drug and alcohol free workplace is attached at Appendix 8 to this Schedule D.

O37 Staff Clothing

All front line Staff at the Secure Training Centre, whether contracted or directly employed, will wear uniforms provided by the Contractor and all Staff will wear a name badge in a prominent position bearing their name. The style and standard of dress of all uniforms worn by Staff at the Secure Training Centre, and any changes to the style and standard of dress of such uniforms, will be approved in writing by the Authority (such approval not to be unreasonably withheld).

Management

O38 Management Structure

The overall management structure of the Secure Training Centre is attached at Appendix 9 to this Schedule D. On a day-to-day level, the management of the Secure Training Centre will be structured in such a way that multi-disciplinary teams of Staff will have the authority (within limits agreed with the Director), either individually or as a team, to make decisions about Trainees and, as far as reasonably practicable to take responsibility for the delivery of the Regime and the effective operation of the Secure Training Centre.

The Planning Structure of the Secure Training Centre

O39 Planning Structure - General

The overall planning structure of the Secure Training Centre will comprise:

(i) department plans; and

(ii) Unit and Staff plans.

O40 [Intentionally omitted]

O41 Department Plans

The work of each department will be based on its annual department plan. The first department plans will be completed by the relevant Head of Department and approved by the Director no later than the Scheduled Opening Date. Department plans will be reviewed quarterly in each year after the Full Operation Date in departmental meetings at which every member of staff in the department will be given an opportunity and encouraged to participate in and contribute to discussions about the departmental plan. A new departmental plan will be finalised by the relevant Head of Department and approved by the Director each year. Each departmental plan will include statements of:

(i) the department's overall purpose, aims and objectives and how it will contribute to the Secure Training Centre as a whole;

(ii) the human, financial and other resources necessary for the department to achieve its aims and objectives;

(iii) the daily rules and routines, timetables and operational procedures relevant to Staff in the department;

(iv) the criteria against which various aspects of departmental performance will be judged and the methods by which performance will be judged;

(v) the strategic plans for the department's management and development; and

(vi) the statistical and other information about Trainees, the department and/or the Secure Training Centre in general which Staff in the department will be responsible for providing.

O42 Work Group Plans

Every work group within each department will agree an annual management and development plan with the Head of Department which is consistent with the departmental plan. Each work group plan will set out the annual objectives for the whole group, the role each member of the work group will play in the work group and in achieving its objectives, and the means by which it will assess its performance against its agreed objectives.

O43 Levels of Accountability

Management of the Secure Training Centre will be based on three levels of accountability:

(i) The Director;

(ii) The Heads of Department; and

(iii) Front-line workers.

Leadership

O44 Leadership - General

It will be the responsibility of the Director, the Heads of Department and other senior Staff at the Secure Training Centre to set an example to more junior Staff and Trainees at the Secure Training Centre by performing their duties at the Secure Training Centre and conducting themselves while on duty at the Secure Training Centre in such a way as to:

(i) motivate and provide appropriate role models for junior Staff and Trainees; and

(ii) promote the delivery of the Regime and the effective operation of the Secure Training Centre.

O45 Leadership Abilities

All Staff at the Secure Training Centre will be given the opportunity to develop and demonstrate their leadership abilities by means of:

(i) the decentralised approach to decision making in the day-to-day operation of the Secure Training Centre;

(ii) leadership training and teamwork exercises for all levels of Staff at the Secure Training Centre;

(iii) job specifications and personal development plans which identify leadership requirements and opportunities; and

(iv) Staff meetings at which Staff are given the opportunity and encouragement to participate in and contribute to discussions about the management and development of the Secure Training Centre.

O46 Visiting Units

A nominated Head of Department will spend sufficient time in the Units on each day on which he/she is on duty at the Secure Training Centre to develop and maintain direct contact with staff and Trainees.

Internal meetings at the Secure Training Centre

O47 Director's Briefing Meetings

The Director will hold briefing meetings once each month with the Heads of Department.

O48 Management Team Meetings

The Management Team will meet once each month to consider a structured agenda dealing with general management issues, policy, quality management, planning and development, Trainee welfare, Trainee protection, security measures at the Secure Training Centre, personnel issues and requirements, and programme management. Between each meeting of the Management Team the Director will be responsible for ensuring that information which is relevant to other members of the Management Team is passed to them as quickly as is reasonably practicable for dissemination to other Staff at the Secure Training Centre or for discussion at the next Management Group meeting, as appropriate.

O49 Specialist Meetings

Staff working in particular disciplines and specialist areas of the Secure Training Centre (i.e. medical, education, social work and training) will meet each week with their relevant Head of Department to ensure they keep up-to-date on professional issues.

O50 Operations Group Meetings

The Operations Group, a group consisting of a nominated Head of Department, the facilities manager, the Security Supervisor and members of the local police force, will meet once each month to discuss the Secure Training Centre's operations in such areas as security, estates/facilities management, review procedures, debriefing on Incidents, and health and safety at work.

O51 Departmental Meetings

Departmental meetings will take place once every fortnight to:

(i) ensure that information given to Heads of Departments at the Director's briefing meetings or the Management Team is disseminated to all staff at the Secure Training Centre; and

(ii) facilitate communication between the Director/Heads of Department and Front-line workers.

O52 Internal Communications other than meetings at the Secure Training Centre

Information relevant to Staff at the Secure Training Centre will, where appropriate, be disseminated in writing as well as, or in place of, internal meetings:

(i) Notice boards will be strategically placed in all working and reception areas at the Secure Training Centre. A senior manager will be given responsibility for ensuring that information displayed on the notice boards is up-to-date and that all statutory notices relating to staff at the Secure Training Centre are displayed on the notice boards.

(ii) Weekly bulletins of news items about the Contractor, special visitors to the Secure Training Centre, meetings at or relating to the Secure Training Centre, staff absences and special events at the Secure Training Centre will be prepared and distributed to all Staff at the Secure Training Centre.

(iii) Quarterly Secure Training Centre newsletters will be prepared and distributed to all Staff at the Secure Training Centre containing a round-up of relevant news items, regular information on the Contractor, and Staff and Trainee achievements. The newsletter will be produced in-house and will involve Trainees in its writing and production under the supervision of appropriate members of staff.

(iv) The Staff handbook will provide employment and job-related information.

O53 Special Issues Management

Issues which constitute "special issues" - for example, suicide, bullying, discrimination, drug prevention, human rights and stress - are likely to involve risks to the physical and/or emotional well-being of Trainees and/or Staff at the Secure Training Centre. The Director will assign any issue which arises, or is likely to arise, at the Secure Training Centre and which he reasonably deems to be a "special issue" to a relevant Head of Department who will be responsible for drafting the Secure Training Centre's policies in relation to such issue. The Head of Department will set up a multi-disciplinary team to:

(i) produce the Secure Training Centre's policies on the "special issue" and review them from time to time;

(ii) ensure that the policies are understood by Trainees and Staff at the Secure Training Centre and fully implemented by them; and

(iii) monitor the success of the Secure Training Centre's policies in dealing with the "special issue".

Section P: Religion

The Contractor shall comply or procure compliance with the following requirements of this Section P:

P1 General

During their time in custody at the Secure Training Centre, all Trainees will be encouraged to observe and practice their faith as they have been accustomed to doing so prior to their admission to the Secure Training Centre. However, there will be no compulsory religious observances at the Secure Training Centre - for example, during morning assembly or saying grace at meal times.

P2 Religious Observances

Trainees will be entitled to eat and clothe themselves in a manner appropriate to their religion as agreed with the relevant religious body and the Authority. Pastoral visits to Trainees at the Secure Training Centre by practitioners of their faith and other reasonable religious observances and study at the Secure Training Centre will be facilitated.

P3 Chaplaincy

A Church of England chaplain will be employed at the Secure Training Centre as the focus for the practice and promotion of religion among the Trainees at the Secure Training Centre and for ensuring that opportunities for voluntary collective worship are made available to Trainees of all faiths at the Secure Training Centre.

P4 Registration of Religion

On arrival at the Secure Training Centre, each Trainee will be asked to state his/her religion as part of the admission procedure. His/her stated religion will be recorded on his/her Training Plan and subsequently on his/her Trainee Record. An extract of his/her Trainee Record showing his/her stated religion will be sent to his/her family/carer for their comments. Any wishes or views about the Trainee's religion expressed by his/her family/carer will also be recorded in his/her Trainee Record and considered in relation to his/her stated religious preferences. At any time during his/her custody at the Secure Training Centre, each Trainee may make a written request to the chaplain to have the religion recorded in his/her Trainee Record as his/her religion changed. If the chaplain has reasonable grounds for doubting that the request is bona fide, the chaplain will refer the request to the Director for his final determination.

Section Q: Escort Duties

The Contractor shall comply or procure compliance with the following requirements of this Section Q:

Q1 General

No later than 4 months before the Scheduled Opening Date, the Contractor will submit to the Authority for its approval a copy of its procedures for the escort of Trainees in custody at the Secure Training Centre pursuant to its responsibilities under Clause 40 of the Contract (the "Escort Procedures"). The Escort Procedures will comply with the requirements of this Section Q together with any rules made by the Authority pursuant to Schedule 1 of the Criminal Justice and Public Order Act 1994.

For the purpose of this Section Q only, "Custody Officer" shall mean a person approved by the Authority for the purpose of performing Escort Functions under the Criminal Justice and Public Order Act 1994.

Q2 Welfare of Trainees

The Escort Procedures will take account of the following requirements for the welfare of Trainees under escort:

(i) Trainees under escort will be exposed as little as possible to public observation, and proper care will be taken to protect Trainees from curiosity, insult, and physical or verbal abuse.

(ii) A Trainee will be accompanied by at least one Custody Officer of the same sex as the Trainee.

(iii) Any Trainee who is physically or mentally disabled or who is considered to be a suicide risk will be given special care and attention while he/she is under escort.

(iv) No Trainee under escort will travel with or be allowed to have any association with any adult offender who is under escort. An adult offender under escort will include a person on remand as well as a convicted offender.

Q3 Security and Safety

The Escort Procedures will take account of the following security and safety requirements in relation to Trainees under escort:

(i) Every effort will be made to prevent the escape or attempted escape of any Trainee who is under escort outside the Secure Training Centre.

(ii) If any Trainee who is under escort outside the Secure Training Centre escapes or attempts to escape while he/she is under escort, the police will be notified of such escape or attempted escape immediately, and the escape or attempted escape will be reported to the Escort Monitor as soon as possible after its occurrence. A written report on the escape or attempted escape will be submitted to the Escort Monitor within 24 hours of its occurrence.

(iii) The Contractor will be responsible for ensuring that Trainees in its care outside the Secure Training Centre cause no damage to persons, property or themselves.

(iv) The Contractor will ensure that a Custody Officer carries out a search of a Trainee prior to his/her escort outside the Secure Training Centre and return to the Secure Training Centre in accordance with the powers conferred on Custody Officers under the Criminal Justice and Public Order Act 1994.

Q4 Transport

The Escort Procedures will take account of the following requirements in relation to the transport of Trainees under escort:

(i) All vehicles used for escorting Trainees will be fitted with a means of communication between the Secure Training Centre and the vehicle. The Escort Procedures will set out the procedures to be used for verifying the arrival and departure times of escort vehicles to and/or from their destination.

(ii) The Contractor will be responsible for providing and maintaining vehicles for the performance of escorts. All vehicles used for escorting Trainees will be fit for the purpose of escorting Trainees, and will be kept clean, hygienic and in roadworthy condition. A vehicle divided into cells will not be used for the escort of Trainees.

(iii) All vehicles used for escorting Trainees will be thoroughly inspected and searched before and after any journey undertaken by a Trainee under escort.

(iv) The Escort Procedures will set out a comprehensive maintenance and inspection system for each vehicle used for the escort of Trainees including a vehicle cleaning schedule.

(v) All equipment including communication equipment in any vehicle used for escorting Trainees will be tested to ensure that it is in full working order prior to the escort of a Trainee outside the Secure Training Centre.

Q5 Custody Officers

The Escort Procedures will take account of the following requirements for persons performing Escort Duties:

(i) The Contractor will ensure that all escorts are appropriately and adequately staffed at all times in order to:

(a) ensure the well being of the Trainee under escort;

(b) prevent the escape of the Trainee from custody;

(c) ensure good order and discipline on the part of the Trainee; and

(d) prevent, or detect and report on, the commission or attempted commission of any unlawful act by the Trainee.

(ii) Any person performing an Escort Duty will be a Custody Officer approved by the Authority for the purpose of performing escort functions as defined in the Criminal Justice and Public Order Act 1994.

(iii) The Contractor will determine the level of security necessary for the escort of any Trainee depending on the nature of the escort and the results of an assessment by a Custody Officer of the risk to security and safety posed by the Trainee who is to be escorted. The Duty Director will approve the number of Custody Officers who will accompany each Trainee under escort prior to the escort of the Trainee outside the Secure Training Centre. In an emergency requiring the evacuation of the Secure Training Centre or part of the Secure Training Centre, the Contractor will be excused of this requirement and will comply with the requirements of Schedule E to ensure the safe and secure transport of the relevant Trainees.

(iv) All Custody Officers performing Escort Duties will be given a copy of the Escort Procedures.

(v) All Custody Officers will be made aware of their powers and duties under Schedule 1 of the Criminal Justice and Public Order Act 1994.

Q6 Use of Force

The Escort Procedures will take account of the following requirements in relation to the use of force on Trainees:

(i) The Contractor will have regard to Paragraph 3 (4) of Schedule 1of the Criminal Justice and Public Order Act 1994 with regard to the use of force on Trainees by a Custody Officer. A Trainee who is under escort during his/her period in custody at the Secure Training Centre will only be subject to physical restraint as a last resort and when no alternative is available in accordance with Section M5 of this Schedule D and the STC Rules. Any Custody Officer who is required to use force on a Trainee will submit a written report of the circumstances of the incident to the Duty Director as soon as possible after the incident. This report will be copied to the Escort Monitor within 24 hours of the incident. In all cases where force has been used on a Trainee, the Trainee shall be medically examined at the Secure Training Centre as soon as possible thereafter. A Custody Officer will not deliberately act in a manner calculated to provoke a Trainee.

(ii) Handcuffs will not be used on Trainees except in exceptional circumstances. Where handcuffs are used on Trainees, they may only be used in accordance with the guidelines on the use of handcuffs on Trainees issued by the Contractor to Custody Officers, which guidelines will be submitted to the Authority for its approval no later than 4 months before the Scheduled Opening Date.

Q7 Emergency and Contingency Arrangements

The Escort Procedures will include detailed plans to deal with emergencies or contingencies, which may arise during an escort, including, but without limitation:

(i) Vehicle breakdown;

(ii) Traffic congestion;

(iii) Road traffic accidents involving the escort vehicles;

(iv) Injury or illness of any Custody Officer requiring medical attention;

(v) Escape or attempted escape by a Trainee, the rescue or attempted rescue of a Trainee, or any serious incidents of indiscipline by a Trainee;

(vi) Hostage taking;

(vii) Illness of a Trainee including arrangements for taking a Trainee to hospital;

(viii) Fire; and

(ix) Self-harm, suicide and/or attempted suicide by a Trainee.

Q8 Health and Safety

The Contractor will ensure that it complies with all statutory requirements regarding the health and safety of Trainees and Custody Officers during any escort.

All accidents, injuries or dangerous occurrences will be recorded in writing as soon as practicable after their occurrence. All accidents must be investigated and written

reports submitted to the Escort Monitor and, where appropriate, to the Health and Safety Executive and/or the police.

The Contractor will ensure that suitable provision is made to satisfy all first aid requirements, which may occur during an escort. Appropriate initial and refresher training will be given to all Custody Officers as part of their training, and all vehicles will be fitted with appropriate first aid facilities.

Q9 Escort Forms

The Escort Procedures shall include a form, (the "Escort Form") which will be submitted to the Authority for its approval no later than 4 months before the Scheduled Opening Date, for use on each and every occasion that a Trainee is escorted outside the Secure Training Centre pursuant to the Contractor's responsibilities under Clause 40 of the Contract. The Escort Form will include sections for recording the following information:

(i) Time of departure and estimated time of arrival;

(ii) Collection point;

(iii) Meals and refreshments provided to the Trainee;

(iv) Breaks in journey (length and reason);

(v) Any behavioural problems of the Trainee;

(vi) Incidents of self-harm or attempted suicide by the Trainee;

(vii) Miscellaneous incidents;

(ix) Escapes or attempted escapes by the Trainee; and

(x) Requests or complaints by the Trainee and how they have been dealt with.

An Escort Form must be generated at the start of each and every escort, and completed and returned to the Secure Training Centre at the completion of the escort.

Q10 Representations/Complaints

The Contractor shall ensure that the representations procedure as detailed in Section C21 of this Schedule D provides for reference to the Escort Monitor of any representation made by a Trainee in relation to his/her treatment during an escort.

Q11 Monitoring

The Contractor shall note and comply with the terms of Paragraph 2 of Schedule 1 of the Criminal Justice and Public Order Act 1994 regarding the powers and inspection rights of the Escort Monitor and any panel of lay observers appointed pursuant to Paragraph 2(1)(b) of Schedule 1 of the Criminal Justice and Public Order Act 1994.

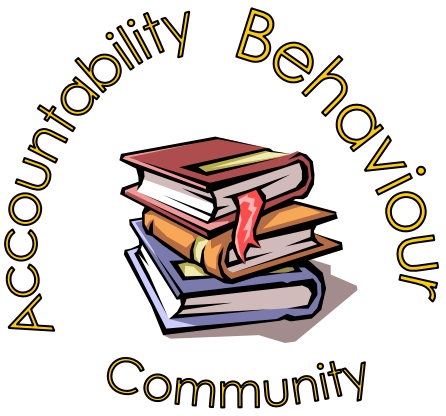
APPENDIX 1

MILTON KEYNES SECURE TRAINING CENTRE

Welcome to the Secure Training Centre at Milton Keynes

You are here because the Courts want you to have a positive experience whilst awaiting the outcome of your Court appearances, or as a result of the courts believing that you need help to permanently give up crime`

The staff at Milton Keynes STC will help you to do this by adopting an ''ABC of Care'' approach to assist you in valuing yourself, others and your surroundings.



(1) **A**ccountability
- Learning to take responsibility for your actions
- Making choices that help your progress
- Developing skills, talents, confidence and ability

(2) **B**ehaviour
- Learning to care for yourself and others
- Achieving rewards for good and positive behaviour
- Addressing the reasons that you are in custody

(3) **C**ommunity
- Contributing to the care of your surroundings
- Helping to develop and support others
- Preparing to successfully return to the wider community

All staff will also abide by the principles of the **''ABC of Care''** in that

- They will act in accord with the clear **accountability** of their care role
- Provide a model of **behaviour** that sets a positive example to all
- Demonstrate a commitment to **community** spirit, development and responsibilities

APPENDIX 2

EQUAL OPPORTUNITIES POLICY

PURPOSE

This document sets out the policy for the Securicor Group of Companies on equal opportunities.

POLICY

1. Securicor has an equal opportunities policy which aims to ensure that no job applicant, employee or group of employees receives less favourable treatment on the grounds of gender, religion, marital status, disability, age, race, colour, nationality, ethnic or national origins, sexual preferences or is disadvantaged by conditions or requirements which cannot be shown to be justifiable. It will therefore apply employment policies, which are fair and consistent with the skills and abilities of its employees. These policies will ensure that all employees are afforded equal opportunity for recruitment, training and promotion.

RESPONSIBILITIES

2. It is the duty of all employees to accept personal responsibility for the practical application of the Policy. All employees are required to sign Form PM104 acknowledging their responsibilities in this regard. However, the Company acknowledges that specific responsibilities fall upon management, supervision and individuals involved in the recruitment, promotion and training functions.

3. The Human Resources Executive is responsible to the Group Chief Executive for co-ordinating and monitoring the operation of the policy for both employees and job applicants. The Divisional Personnel Directors are responsible for ensuring the policy is consistently and actively applied. To this end, all employees and job applicants may be requested to give information relating to their ethnic origin and marital status.

4. DEFINITION

i. Direct Discrimination

This occurs when any person is treated less favourably than another on the grounds of gender, religion, marital status, disability, age, race, colour, nationality, ethnic or national origins for no justifiable reason (e.g. a woman being treated less favourably than a man or a married person less favourably than a single person). The Company will act in accordance with the provisions of the Sex Discrimination (Gender Reassignment) Regulations1999 and the relevant sections of the Human Rights Act. In addition, the Company will comply with any statutory provisions that are introduced relating to sexual orientation.

ii. Indirect Discrimination

This is the unjustifiable application of a requirement or condition which certain individuals or groups find more difficult to comply with than others on the grounds of gender, religion, marital status, age, disability, race, colour, nationality, ethnic or national origins.

iii. Harassment

This is any unwanted conduct by another employee or group of employees affecting the dignity of men and women at work, which is based on an individual's gender, religion, marital status, disability, age, race, colour, nationality, ethnic or national origins.

iv. Victimisation

This occurs when a person is treated less favourably than others because he or she has made a complaint or allegation of discrimination or has acted as witness or

informant in connection with proceedings under the provisions of the Sex Discrimination Act 1975, the Equal Pay Act 1970, the Race Relations Act 1976, or any subsequent or other related legislation.

Disability Discrimination

The Company complies with the Disability Discrimination Act 1995 in all aspects of recruitment, selection, training, development and termination. Notwithstanding any exemptions that may be applicable, the Company will always seek advice from Occupational Health and local disablement advisors about employment opportunities and potential adjustments for those with a disability.

ADMINISTRATIVE PROCEDURES

5. It is unlawful for any employee to apply discriminatory practice or to operate arrangements calling for the application of such practice. This applies to all employment practices from the initial stage of recruitment and selection through the period of employment up to and including the termination of the employment contract.

   During the following employment processes, particular care must be taken to avoid discrimination:-

i. Pre-selection

   Extra care must be taken in defining selection criteria to ensure that such criteria are not, in themselves, discriminatory.

ii. Selection for Recruitment/Promotion

   Extra care must be taken when advertising, short listing, interviewing, testing and selecting. Decisions made must be based solely on the criteria identified as necessary for the job.

iii. Training and Development

   Extra care must be taken when assessing and selecting employees for training or development, as well as ensuring all employees are given equal access to appropriate training and development facilities.

iv. Performance Review

   Extra care must be taken by managers involved to ensure that discrimination is avoided during the objective setting and reviewing processes.

v. Discipline/Grievance/Redundancy

   Extra care must be taken by managers to ensure that all employees are treated fairly and consistently during disciplinary, grievance or redundancy procedures.

GRIEVANCE AND INVESTIGATORY PROCEDURES

6. Any person who believes that he/she may have suffered less favourable treatment on the grounds of gender, religion, marital status, disability, age, race, colour, nationality, ethnic or national origins, or who believes that he/she has been harassed or victimised by another Securicor employee is entitled to raise the matter through the following procedures. Proven cases of harassment and/or victimisation as defined in this policy will be the subject of disciplinary procedures which may result in dismissal.

7. Informal Approach

i. Harassment

a. Any employee who feels that they are being harassed should make it clear to the harasser that the behaviour is unacceptable and must stop. If this is too difficult or embarrassing for them to do employees can ask a colleague to accompany them or to make the approach on their behalf. Alternatively, a written request can be made to the harasser.

b. If the harassment continues or serious harassment occurs employees should raise the issue with a member of the Personnel Department (i.e. instigate the formal approach).

ii. Discrimination/Victimisation

a. Any employee who finds him or herself discriminated against or victimised may make an initial approach to the company's Personnel Manager or other appropriate senior manager.

b. The Personnel Manager (or other appropriate senior manager) should endeavour to resolve the matter through informal discussion with the complainant.

c. If the matter is handled by a senior manager, he/she should inform the Personnel Manager of the complaint and of the discussions that have taken place.

d. No formal record will be made of the complaint unless the matter is taken beyond this stage.

e. If the matter cannot be resolved informally, then it should be dealt with through the formal approach as outlined below.

8. Formal Approach

i. Where an employee's complaint cannot be resolved through the informal approach, the complainant should raise the issue with their Manager/Head of Department or a member of the Personnel Department. In any case the Personnel Department must be informed that a complaint has been made.

ii. The complainant has the right to approach his/her Trade Union representative, staff representative or colleague as applicable, for advice and support in pursuing a complaint.

iii. The complaint should be addressed in writing to the company's Personnel Manager or other appropriate senior manager.

iv. All complainants will be advised that this course of action is without prejudice to their right to pursue a complaint of discrimination to an Industrial Tribunal where the complaint is covered by the Sex Discrimination Act 1975, Equal Pay Act 1970, the Race Relations Act 1976, the Disability Discrimination Act 1995, or any subsequent related legislation.

9. Investigation

The Personnel Manager must ensure that an investigation is conducted as follows:

i. The Personnel Manager will arrange for an appropriate senior manager to investigate the complaint. The Personnel Manager will assist the investigation.

ii. The Personnel Manager will be responsible for ensuring that all proceedings are carried out formally in accordance with this procedure and that written records are maintained at all stages.

iii. The investigation should be completed within 14 days of the date of the written notification of the complaint. If this is not possible the complainant will be advised of the delay and be told of the new date of completion for the investigation.

iv. The senior manager investigating the complaint will ensure that all relevant personnel are interviewed in the course of the investigation and review all relevant documentation and information. Where the complainant would prefer to be interviewed by someone of, for example, the same gender this should be accommodated wherever possible.

v. At the conclusion of the investigation, the senior manager, with the Personnel Manager, will decide whether or not there is substance to the complaint of discrimination or harassment. If the complaint is upheld the company must consider:

a. what remedial steps or measures are appropriate

b. whether action needs to be taken in accordance with the company's disciplinary procedure.

vii. These decisions will usually be made by the senior manager who investigated the complaint and the Personnel Manager, procedure will be conducted in strictest confidence.

viii. The decision at the end of the investigation will be notified only to the parties concerned.

viii. If the complainant is not satisfied about the way the complaint has been handled, they may ask for it to be reconsidered by a more senior level of management not previously involved. A request should be made in writing to the Personnel Manager within seven days of the decision being given.

DISCIPLINARY PROCEDURES

10. Any disciplinary procedures taken under para 9(v)(b) above will follow the normal rules for such procedures, appropriate to the company concerned.

EQUAL OPPORTUNITIES POLICY

1. PURPOSE

This document defines the Securicor Custodial Services (SCS) policy for equal opportunities.

2. POLICY

1. The Company is committed to ensuring that every employee is treated equally regardless of sex, marital status, disability, age, race, colour, religion, sexual preferences, nationality, national or ethnic origin. No employee will be disadvantaged in any way by conditions or requirements, which cannot be shown to be justifiable.
2. The Company will therefore apply employment policies and practices in a fair and consistent manner. This is to ensure that all employees are afforded equal opportunities for recruitment, transfer, training and promotion.
3. Any form of discriminatory treatment of one employee by another is unacceptable. Any complaints of this nature that are found to be justified will result in disciplinary action.
4. This policy is based on the provisions of the Sex Discrimination Act 1975 and Race Relations Act 1976 and all subsequent legislation.
5. The implementation of this policy in Securicor Custodial Services will underpin our culture and enable us to recognise the valuable contribution of each individual to our future.

APPENDIX 3

INDICATIVE TIMETABLE FOR A TYPICAL <16 YRS TRAINEE (E level)

REFLECTING THE NATIONAL SPECIFICATION AND CURRICULUM 2000

Time	MON	TUES	WED	THU	FRI	
07.30 – 09.00	**Breakfast and domestic training in the Accommodation Unit. Transfer to Education handover**					
09.00 – 09.45	NUMERACY	PSHE	ICT	SCIENCE	NUMERACY	S R H L V E
09.45 – 10.30	SCIENCE	NUMERACY	LITERACY	LITERACY	HUMANITIES	
10.30 - 10.45	**Break**					
10.45 – 11.30	HUMANITIES	LITERACY	NUMERACY	ART & DESIGN	ICT	S R H L V E
11.30 – 12.15	LITERACY	ICT	PE	NUMERACY	LITERACY	
12.15 – 14.00	**Domestic training, social skills training and lunch in Accommodation Unit**					
14.00 – 14.45	PSHE	ART & DESIGN	ART & DESIGN	LITERACY	NUMERACY	S R H L V E
14.45 – 15.30	LITERACY	NUM. / LIT. and FOOD TECHNOLOGY	RESISTANT MATERIALS TECHNOLOGY	RESISTANT MATERIALS TECHNOLOGY	ART & DESIGN	
15.30 – 16.15	PE			PSHE	PE	
16.15 – 18.30	**Education to Unit handover meeting (10 mins.), domestic training, visits, meetings in Accom**					
18.30 – 20.30	CITIZENSHIP Private Study Hobbies / Lib.	CITIZENSHIP Private Study Sports Club	CITIZENSHIP Private Study Hobbies / Lib.	CITIZENSHIP Sports club Private Study	CITIZENSHIP Private Study Hobbies / Lib.	
20.30 – 21.30	**Supper, snack and end of day domestic training in Accommodation Unit**					
21.30 -	End of day settling down activities					

INDICATIVE TIMETABLE FOR A TYPICAL 16+ YRS TRAINEE (Level 1) REFLECTING THE NATIONAL SPECIFICATION, CURRICULUM 2000 AND THE NATIONAL QUALIFICATIONS FRAMEWORK							
Time	MON	**TUES**	**WED**	**THU**	**FRI**	**SAT**	**SUN**
07.30 – 09.00	Breakfast and domestic training in the Accommodation Unit. Transfer to Education handover meeting (10 mins.)						
09.00 – 09.45	ICT	CITIZENSHIP	NUMERACY	CITIZENSHIP	'Preparation for work' course	Faith Meeting Sports Recreation Hobbies Library Visits Etc	Sports Recreation Hobbies Library Visits Etc
0945 – 10.30	NUMERACY	PHSE	LITERACY	'Preparation for work' course '	LITERACY		
10.30 - 10.45	**Break**						
10.45 – 11.30	LITERACY	ICT	IT Driving Skills	LITERACY	NUMERACY	Sports Recreation Hobbies Library Visits Etc	Faith Meeting Sports Recreation Hobbies Library Visits Etc
11.30 – 12.15	PE	NUMERACY	PE	PHSE	PE		
12.15 – 14.00	Domestic training, social skills training and lunch in the Accommodation Unit						
14.00 – 14.45	IT	MANUFACTURING	MANUFACTURING	ICT	CATERING	Sports Recreation Hobbies Library Visits Etc	Sports Recreation Hobbies Library Visits Etc
14.45 – 15.30	Job Club Work Skills 'Preparation for work' course		Independent Living Skills	Social and Lifeskills			
15.30 – 16.15		LITERACY			IT		
16.15 – 18.30	Education to Unit handover meeting (10 mins.), domestic training, visits, meetings in Accommodation Unit - Dinner						
18.30 – 20.30	CITIZENSHIP Private Study Hobbies / Lib.	ILS Private Study Sports clubs	CITIZENSHIP Private Study Hobbies / Lib.	ILS Sports club Private Study	CITIZENSHIP Private Study Hobbies / Lib.	LITERACY ILS Sports club	NUMERACY Hobbies / Lib. Sports club
20.30 – 21.30	Supper, snack, (C&G -Certificate in Contributing to the Care Setting) and end of day activities in Accommodation Unit						
21.30 -	End of day settling down activities						

APPENDIX 4

SECURITY MANAGEMENT REQUIREMENTS

	REQUIREMENT 1	Frequency and quality of security committee meetings
	Targets	1.1) 12 meetings a year, never more than 6 weeks between
		1.2) Typewritten minutes of all meetings will be produced and circulated to members within 10 working days
		1.3) The minutes will specify action to be taken and identify the person responsible
		1.4) Each set of minutes, updates progress on previous minutes action items
		1.5) Over the year each committee member attends 80% of meetings
		1.6) No meeting has less than 60% of full membership
		1.7) Chaired by Director or Deputy
	REQUIREMENT 2	Frequency and quality of security review meetings
	Targets	2.1) Security review briefing meetings will be held not less than 4 times a year
		2.2) Meeting will consist of Head of security, external security consultant, and an identified police liaison officer must be present at each meeting
		2.3) A full report of such meetings will be submitted to Director and Monitor within ten working days
		2.4) A monthly security information bulletin will be circulated
	REQUIRMENT 3	Annual security audit
	Targets	3.1) A minimum of four unannounced security audit visits a year by external consultant
		3.2) Security audit report submitted annually by external consultant
	REQUIREMENT 4	Frequency and quality of exercises to test emergency procedures
	Targets	4.1) A minimum of one emergency exercise carried out in every calendar month (usually table top exercises)
		4.2) At least two of the above to be major incident exercises requiring internal evacuation of trainees
		4.3) At least two staff evacuation exercises per year

Appendix 5

Minimum Staffing Levels to Provide Child Protection, Healthcare, Security and Control (Monday to Friday)

Time	Staffing Levels	Area Employed	Duties
07.30-08.30	1 x Duty Director	On Call	Respond to and Manage Incidents
	1 x RCO 4 Shift Manager	Centre	Day-to-Day Operational Management
	6 x RCO 5 Residential Supervisors	Designated Residential Houseblocks	Supervision of Staff & Young People and Remands
	30 x RCO 6 Residential Care/Learning Support Assistants & Operational Grades	Designated area of work	Supervision of Young People, Patrols, Searching, General Duties
	4 x OSG	Entry Building, Communications.	Gate, Communications, Vehicle Escort
	5 x Nursing Staff	Healthcare, Residential Houseblocks	Care of Young People with medical concerns.
08.30-16.30	1 x Duty Director	Centre	Operational Management of STC
	1 x RCO 4 Shift Manager	Centre	Day-to-Day Operational Management
	1 x RCO 4 Residential Manager	Residential Areas	Head of Residential all Areas (nominal main shift)
	6 x RCO 5 Residential Supervisors	Designated Residential Houseblocks	Supervision of Staff and Young People and Remands
	36 x RCO 6 Residential Care/Learning Support Assts & Operational Grades	Designated Areas of work	Supervision of Young People, Patrols, Searching, Escorts, Visits, Admissions & General Duties
	5 x OSG	Entry Building, Communications, Drivers	Gate, Communications, Vehicle Escort & Drivers
	4 x Nursing Staff	Healthcare & Residential Houseblocks	Care of Young People with medical concerns.

Appendix 5

Minimum Staffing Levels to Provide Child Protection, Healthcare, Security and Control (Monday to Friday)

Time	Staffing Levels	Area Employed	Duties
16.30-18.30	1 x Duty Director	Centre	Operational Management of STC
	1 x RCO 4 Shift Manager	Centre	Day-to-Day Operational Management
	6 x RCO 5 Residential Supervisors	Designated Residential Houseblock	Supervision of Staff and Young People and Remands
	31 x RCO 6 Residential Care / Learning Support Assistants & Operational Grades	Designated Areas of work	Supervision of Young People, Patrols, Searching, Escorts, Visits, Admissions & General Duties
	5 x OSG	Entry Building, Communications, Drivers	Gate, Communications, Vehicle Escort & Drivers
	4 x Nursing Staff	Healthcare & Residential Houseblocks	Care of Young People with medical concerns.
18.30-20.30	1 x Duty Director	On Call	Respond to situations/Incidents
	1 x RCO 4 Shift Manager	Centre	Day-to-Day Operational Management
	6 x RCO 5 Residential Supervisors	Designated Residential Houseblocks	Supervision of Staff and Young People
	31 x RCO 6 Residential Care / Learning Support Assistants & Operational Grades	Designated Areas of work	Supervision of Young People, Patrols, Searching, Escorts, Visits, Admissions & General Duties
	5 x OSG	Entry Building, Communications, Drivers	Gate, Communications, Vehicle Escort & Drivers
	4 x Nursing Staff	Healthcare & Residential Houseblocks	Care of Young People with medical concerns.
20.30-07.30	1 x Duty Director	On Call	Respond to and Manage Incidents
	1 x RCO 5 Night Manager	Centre & Allocated Residential Houseblock	Night Management of STC
	12 x RCO 6 Night Duty	Allocated Residential Houseblocks	Ensure safety & Security of Centre during Night State
	1 x OSG	Communications/Gate	Communications Room/Gate Duties
	2 x Nursing Staff	Healthcare	Medical Care of Young People

Appendix 5A

Minimum Staffing Levels to Deliver Regime Activities (Monday to Friday)

Time	Staffing Levels	Area Employed	Duties
08.30 – 16.30	21 x Instructors & Teachers +	Learning Centre	Teaching
	8 x Personal Advisor	Learning Centre	
	3 x Members of the Assessment Team *	Centre	Counselling/Group Work Individual Work
16.00 – 19.00	2 x Members of the Assessment Team *	Centre	Counselling/Group Work Individual Work

\+ The Ratio of Instructors to Teachers will be appropriate to deliver the specific education and vocational training programmes for individual Trainees as required under Section D of Schedule D.

* One of whom must be a qualified Social Worker

Minimum Staffing Levels to Deliver Regime Activities (Weekends)

Time	Staffing Levels	Area Employed	Duties
09.30 – 17.30	3 x Members of the Assessment Team **	Psychologist / Social Workers deployed from various areas within the Centre	Counselling/Group Work Individual Work

** One of whom must be a qualified Social Worker or Psychologist or Psychologist Assistant or Mental Health Care Nurse. If a qualified Social Worker is not on duty in the Centre during a weekend then one will always be available on call.

Appendix 6

Position	Relevant Qualifications	Key Skills	Experience Knowledge
Director	Certificate of Qualification in Social Work, Certificate in Social Services Diploma in Social Work or general management qualification (e.g. Master of Business Administration, Masters Degree, Diploma in Management Studies). Certified Custody Officer	Communication, establishing direction/leadership, financial management, judgement, managing meetings, negotiating, persuading and influencing, planning and organising, presenting staff appraisal, strategic planning, stress tolerance, time management, work standards	Management experience in residential care of young offenders, preferably in secure accommodation. Experience of leadership and financial management. Knowledge of relevant legislation and practice in criminal justice, child care, equal opportunities, racial/cultural issues
Head of Operations	Qualification to Degree level, in Criminal Justice, Social or Behavioural Science or Social Work. Certificate of qualification in Social Work. Certified Custody Officer	Implement and monitor operational policies and procedures Oversee deployment of staff, regimes plus the recruitment and training of new staff. Conduct investigations and prepare relevant reports incidents, carrying out disciplinary and grievance hearings. Develop and maintain links with integrated external service agencies. Monitor, review and agree budgets for each financial year. Produce, test and update the contingency plans for fire, security and health and safety issues. Agree, monitor and review objectives inline with STC business plan. Manage the Centre as Duty Director and deputise in the absence of the Director, acting as member of the Incident Command Team where appropriate	Previous management experience in a secure environment or of a similar client group. Knowledge of security and procedures. Knowledge of the criminal justice policies and community requirements for programme services. Experience of Leadership and Financial Management
Head of Care & Activities	Educated to degree level, Certificate of qualification in Social Work, Certificate in Social Services, Diploma in Social Work or other relevant professional award	Monitor regime activities in accordance with contractual and financial requirements implementing changes with staff, contractors and third party agencies to deliver required service levels. Prepare, control and manage programme's budget, Draft, agree and implement SLA's, co-ordinating improvements as necessary. Chair anti-bullying committee and ensure strategy is in accordance with STC needs. Management external support services provided by the Employee Assistance Programme. Authorise employment opportunities for young people. Agree, monitor and review objectives for direct reports in line with STC business plan and programme's objectives. Identify training and development needs and appropriate succession plans	Previous management experience gained in a programmes area/department. Experience of a secure environment or of a similar client group. Knowledge of the criminal justice policies and community requirements for programme services
Head of Learning Skills	A full teaching qualification eg degree in Education, or a Post Graduate Certificate in Education. Registered with the Department for Education and Skills	Develop and maintain clear educational philosophy. Develop and main a curriculum that reflects the National Curriculum. Develop teaching and staff developments. Monitor the security aspects of the educational and vocational areas. Manage and operate a delegated budget	10 years post qualification experience of working directly with young people with emotional and behavioural difficulties. Experience of working within a residential or secure setting Ability to produce clear policies and procedure. 5 yrs experience at management grade
Head of Teaching & Learning	A full teaching qualification eg a Degree in Education or a Post Graduate Certificate in Education. Knowledge of	Maintain clear educational philosophy. Develop and main a curriculum that reflects the National Curriculum. Apply the principles of the equal opportunities and anti-discriminatory	5 years post qualification experience of working directly with young people with emotional and behavioural difficulties

Position	Relevant Qualifications	Key Skills	Experience Knowledge
	current education and vocational policies and theories. Registered with the Department for Education and Skills	practice in all aspects of childcare and employment. Maintain register of attendance for all children. Operate a delegated budget. Assume responsibility for the Learning Centre in the absence of the Head of Learning and Teaching	Special Education Needs experience. Experience of working within a residential or secure setting. Ability to produce clear policies and procedure. 2 years experience at management grade. Able to motivate a team of teachers to provide individual programmes
Head of Special Needs/Transition	A full teaching qualification eg a Degree in Education or a Post Graduate Certificate in Education. Knowledge of current education and vocational policies and theories. Registered with the Department for Education and Skills	Design, implement, evaluate and monitor individual Education Programmes. Ensure that the curriculum offered is broad and balanced reflects the National Curriculum To devise an eight weekly curriculum planner. Apply the principles of the equal opportunities and anti-discriminatory practice in all aspects of childcare and employment. Ensure the class timetable incorporates the work of other professionals (e.g. Speech Therapist, Physiotherapist) who might be involved with individual children. Responsible for resettlement issues and oversight of personal advisor team.	5 years post qualification experience of working directly with young people with emotional and behavioural difficulties Special Educational Needs Experience Ability to produce clear policies and procedure. 2 years experience at management grade. Able to motivate a team of teachers to provide individual programmes
Instructor	Relevant Further Education Qualification (Education) to instruct in subject area.	Coaching, counselling, creativity, persuading and influencing interpersonal sensitivity, managing meetings, planning and organising, presenting, project management, spoken communication, tenacity, work standards, written communication	Previous experience of teaching subject areas of the key stages to be provided to relevant age groups. Also some experience of teaching mixed ability groups and special needs.
Teachers	Teaching qualification (eg PGCE), Registered with the Department for Education and Skills	Coaching, counselling, creativity, persuading and influencing interpersonal sensitivity, managing meetings, planning and organising, presenting, project management, spoken communication, tenacity, work standards, written communication	Previous experience of teaching subject areas of the key stages to be provided to relevant age groups. Also some experience of teaching mixed ability groups and special needs.

Position	Relevant Qualifications	Key Skills	Experience Knowledge
Teacher/Coordinators	Teaching qualification (eg PGCE), Registered with the Department for Education and Skills	Responsible for over-arching policy in one key curriculum area. Able to develop policy and procedures with support from head of learning skills	Previous experience of teaching subject areas of the key stages to be provided to relevant age groups. Also some experience of teaching mixed ability groups and special needs
Special Needs Coordinator	A full teaching qualification eg; a degree in Education or a Post Graduate Certification in Education. Registered with the Department for Education and Skills	Design, implement, evaluate and monitor individual Education Programmes relates to assessments. Coordinate the deployment of LSA's. Special Education Needs experience knowledge of current education/vocational policies, theories.	3 years post qualification experience of working with young people with special needs ability to produce clear programmes. Experience at management grade is desirable. Ensure that teachers in their department support individual education plans
Subject Coordinator	A full teaching qualification eg: Degree in Education or a Post Graduate Certificate in Education. Registered with Department for Education and Skills	Ensure that lessons offered by the respective department are broad and balanced reflecting national curricula and the National Specification. Line manage teachers within the department To ensure the delivery of an eight weekly curriculum plan.	3 years post qualification experience of working with young people with young people with emotional and behavioural difficulties. Ability to produce clear programmes. Experience at management grade is desirable. Ensure that teachers in their department provide individual programmes
Learning Support Assistants (RCO 6)	English and Maths to GCSE level A - C.	Working knowledge of ICT. Ability to communicate well with teachers, stress tolerance, team work, tenacity, work standards, written communication	Working knowledge of ICT. Ability to communicate well with teachers, stress tolerance, team work, tenacity, work standards, written communication
Facilities Manager	Certificate in construction or minimum of 3 years experience in supervisory management of Facilities/Construction operations.	Client care, judgement, planning and organising, problem solving, tenacity, time management, work standards, written communication	Experience of management and maintenance of property or major assets. Ability to specify, design and support computer based systems
Health & Safety/Compliance Manager	NEBOSH General Certificate as a minimum or a diploma in H&S or a management qualification. At least 2 years practical experience	Client care, establishing direction, auditing planning (strategic) and organising, presenting, written communication, work standards Evaluation and interpretation of statistical data. Team working, time management, Providing instruction/induction training	Comprehensive knowledge of H&S requirements, knowledge of fire fighting and prevention techniques, audit and compliance requirements. IT literate
Duty Shift Manager	Professional Social Work or other relevant qualification. A minimum of 2 years management experience in residential childcare, preferably in secure accommodation. Experience of leadership and financial management. Knowledge of relevant legislation and practice in criminal justice, childcare, equal opportunities, racial/cultural issues. A certified custody officer	Controlling, interviewing, managing meetings, persuading and influencing, planning and organising, presenting, staff appraisals, stress tolerance, team working, time management, work standards, written communication	Skills in risk management, defusing situations, and awareness of security. Working with children and young people in a secure or residential environment, Competent in the use of PCC and requirements for use

Position	Relevant Qualifications	Key Skills	Experience Knowledge
Residential Manager	Professional Social Work qualification a minimum of 2 years experience of first line or supervisory management in a residential childcare establishment or within the secure estate. A certified custody officer.	Establishing direction/leadership, interviewing, managing meetings, persuading and influencing, planning and organising, presenting, staff appraisals, stress tolerance, team working, time management, work standards, written communication	Experience of YJB working in secure environment. Working with young people
Psychologist	A Degree in Psychology or Approved Behavioural Science Degree	Insight into the difficulties young people in custody have experienced	Experience of working with young people in other settings and an understanding of the theoretical perspectives. Preferably with experience of working with damaged children in the community or residential settings.
Psychological assistant	A Degree in Psychology or Approved Behavioural Science Degree.	Insight into the difficulties young people in custody have experienced	Experience of working with young people in other settings and an understanding of the theoretical perspectives
Residential Supervisor (RCO 5)	Qualification in social work preferred or appropriate National Vocational Qualification or a minimum of 2 years experience of first line or supervisory management in a residential childcare establishment or within the secure estate. Certified Custody Officer	Establishing direction/leadership, Staff deployment team working, time management, work standards, written and verbal communication	Experience of YJB working in secure environment. Working with young people. Minimum of 2 years experience working
Custody Officer (RCO 6**)**	Certified Custody Officer. Applicants for employment as an RCO will be required to undertake and pass a basic company numeracy and literacy ability test. GCSE's desirable	Provide a secure and safe environment for young people, staff and visitors Coordinate and implement training plans for young people to assist in the development of their education and social life skills. Organise daily activities. Identify, monitor and report on vulnerable young people.	Experience of working within a secure environment would be desirable. Ability to relate to children whose behaviour is difficult and challenging
Personal Assistants	Teaching qualification or National Vocational qualification or relevant Child Care qualification or a minimum of 1 year's experience of working in residential child care or within the secure estate.	Active listening, assertiveness, client care, coaching, counselling, creativity, interpersonal sensitivity, persuading and influencing, problem solving, spoken communication, stress tolerance, team work, tenacity, willingness to learn, work standards, written communication	Understanding and experience of working with young people in the secure estate. Understanding of Crime Avoidance programmes and knowledge of difficulties in effective re-entry strategies
Catering Manager	Higher National Diploma or equivalent in Hotel and Catering Administration or Hotel Management Catering Institutional Management and Associations Final Membership, or Warrant Officer 1 Army equivalent	Catering skills, interpersonal sensitivity, planning and organising team working, work standards	Proven track record of management in industrial catering prestigious environment
Healthcare Nurse manager	Registered General or Mental health Nurse with management experience	Active listening, client/patient care, counselling, interpersonal sensitivity, presenting, spoken communication, stress tolerance, team working, written communication, work standards, knowledge of staff deployment	Experience of providing appropriate medical services for youngsters, including provision of advice and training on health issues. Knowledge of out-patient and in-patient care, health promotion requirements, screening procedures and clinic management

Position	Relevant Qualifications	Key Skills	Experience Knowledge
Community Nurse	Registered Mental Nurse	Knowledge of relevant legislation. Ability to work effectively in a multi-agency team and work with young people with a diagnosed mental illness	Relevant experience of working with young people suffering from mental illness in the community or secure facilities
General Nurses	Registered General or Mental health Nurse Preferably with experience of working with young people in the community or secure facilities	Active listening, client/patient care, counselling, interpersonal sensitivity, presenting, spoken communication, stress tolerance, team working, written communication, work standards	Experience of providing appropriate medical services for youngsters, including provision of advice and training on health issues. Specialist experience in adolescent psychiatry necessary in some posts
Chaplain	Ordained Anglican minister	Active listening, client care, interpersonal sensitivity, persuading and influencing, presenting spoken communication, team working, written communication	Experience in parish and dealing with children. Past involvement in organising multi-faith services. Links with World Faith Leaders
Social Workers	Certificate in Social Services, Diploma in Social Work or other similar professional award	Active listening, assertiveness, client care, coaching, counselling, creativity, interpersonal sensitivity, persuading and influencing, problem solving, spoken communication, stress tolerance, team work, tenacity, willingness to learn, work standards, written communication	Experience of working in the community or residential work with young people
Domestic Care Assistant	No formal qualifications required	Active listening, caring, counselling, interpersonal sensitivity, presenting, spoken communication, stress tolerance, team working, and good work standards	Experience of working with children in the community or residential or domestic work involving children.

APPENDIX 7

CORE TRAINING REQUIREMENTS FOR CUSTODY OFFICERS

Securicor Custodial Services

Training Department

The Core Training Requirements

(Subject to Amendment by the Authority)

- Functions of the Courts
- Court Results, Warrants etc
- The Purpose of the Detention and Training Order or Section 90 / 91 Order
- Purpose, Vision, Goals and Values
- Dealing with Diversity
- The Powers, Protection and Responsibilities of the Custody Officer *
- Physical Restraint **
- First Aid
- Vulnerable Trainees and the Risk of Suicide ***

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* To include training on the following modules:

  - Assessment of Vulnerability
  - Assessment of Suicide / Self-Harm Risk
  - Adolescent Behaviour
  - Inter-Personal Skills
  - Managing Relationships

** Training in Physical Restraint must be provided by accredited instructors

*** Training in First Aid must either:

(i) be approved by the Health and Safety Executive in accordance with Section 3(2) paragraphs 19-35 of the First Aid at Work: Health and Safety Regulations 1981; or

(ii) lead to a St John's Ambulance or Red Cross Certificate.

Course Title: Induction

Course Aims: To provide candidates with a general overview of the Companies Policies and Procedures and the training and competency level required for Care Officer certification.

Course Outline: The course will be presented under the following headings:

- Introduction
- Key Personnel
- Company structure, visions, culture, values and goals.
- Staff issues (terms and conditions, employee relations)
- Grievance and Discipline Procedures.
- Staff support and Staff Associations
- The Authority STC Rules, Child Protection, The YJB etc.
- Professional Conduct
- Health and Safety
- General Security.
- Best Practice
- NVQ Introduction

Duration: 14 Hours

Venue: The Secure Training Centre

Target Audience: All Centre Staff

Course Title: Initial Training Course

Course Aims: To equip staff with the skills and knowledge to be competent in their role as Care Officers and reach the standard required for Home Office Certification.

Course Outline: The course will be delivered under the following modules.

Legal Framework:	STC Rules/Schedule D; Child Protection Act; Warrants/the role of the Police; The Criminal Justice Act/DTO/Juvenile and Children Act; The Powers, Protection and Responsibilities of the Custody Officer; Health & Safety, Dealing with Diversity; Equal Opportunities; YJB Working Together programme; The Powers and Functions of the Courts; The purpose of the STC including vision, values and goals; Grievance Procedures; Customer Expectations; Human Rights.
STC Security /Procedures:	Dynamic and Passive Security; Personal Security; ID Cards; Keys and Radio Training; Searching, all categories; Escorts, Bed-watch; Roll Checks; Mail, Visits, Tools Control, Property, X-Ray Equipment; Incident Procedures and Reporting; Report Writing; Observation and Risk Assessment; Vulnerable Children and Young People; Fire Awareness and Procedures; Short Duration Breathing Apparatus; Media Awareness.
Supervision/Control:	Effective Supervision; Face to Face, Effective; Counselling Skills; Use of Restraints; Physical Restraints; Suicide and Self-Harm Prevention; Incident Management and Contingency Plans; Interpersonal Skills; External Escorts; Vulnerable People.
General:	Children and Young People Management; First Aid; Rights Grievances and Complaints; Interpersonal Skills; Communicating with Young People; Working with Adolescence, Adolescence Development, Peer Group; Food Hygiene; Volunteer Agencies; Working in Groups; Stress Management; Making Assumptions; Judgmental, Stereo Typing; Dealing with Families and friends; Working in Partnership with Other Agencies; Exploring offending behaviour; Dealing with Loss.
Experiential Learning:	Introduction to the House Units; House meetings; Crime Evidence Programme; Meals & Play Time; Visits; Operational Exercise; Application of Security and Radio Procedures. Work shadowing.

Personal Development	Developing Young People; Working Together; Understanding and Working with Adolescents; Rehabilitation; Confidence Building; Working with the Disadvantaged; Education and Development Strategies; Giving Feed Back; Motivation and Building Self-esteem; Dignity at Work.
Personal Care:	Healthcare; Personal Hygiene; Counselling and Support; Drug and Alcohol Misuse; HIV and other sexually transmitted conditions; Sex education.
First Aid:	Four-day course as approved by the Health and Safety Executive. In accordance with section 3(2) paragraph 19-35 of the First Aid at work; Health and Safety Regulations 1981.
Physical Restraints:	Only Home Office accredited instructors will provide Physical Restraints Training. (5xdays)

Duration: 280 Hours

Venue: The Secure Training Centre

Target Audience: All Care Officers

Training Staff: Competent/certificated tutors will provide all training.

All Securicor Custodial Training staff are experienced Home Office approved instructors who have been working within the security sector for a minimum of five years. All are D32 D33 assessors plus a number hold D34 and/or D35 Verifiers certificate.

In addition all instructors hold, or are working towards, a NVQ Level 4 Training and Development qualification.

The Securicor Custodial Training Department is a NVQ Centre registered through Edexcel.

Course Title: Specialist Modules

Course Aim: To ensure Care Officers and /or Supervisors employed in specific roles are competent to carry out there duties.

Course Outline: The Course will be delivered under the following modules:

- Admissions (Suicide/ Self Harm Prevention Training)
- Induction; Assessment and Planning
- Control Room
- Emergency Procedures *
- Searching
- X Ray Equipment
- Library
- Security Intelligence *
- Physical Educations and Games Officers
- Visits
- Life Skills
- Reception
- NVQ Assessor Training *
- First Line Manager *
- Employee Relations *
- Health and Safety (IOSH) *
- Risk Assessment *
- Pre-release
- Working in Groups
- Accident Investigation *
- Complaints and Grievances *
- Induction, Assessment Planning (DTO Paperwork) *
- BTEC Award In Basic Skills Support in the Workplace *
- BTEC Advanced Certificate in Mentoring in the Workplace*
- BTEC Professional Award in Basic Skills Development in the Workplace *

Duration: The duration of the above listed modules will vary.
Selected staff will attend a variety of theses modules dependant on their specific role.

Venue: The Secure Training Centre and external centres.

Target Audience: All staff involved in specific roles related within these subject areas. Work-shadowing or/and experiential learning will form part of the training in certain subjects.
* All supervisors will attend.

Course Title: Operational Testing

Course Aims: To provide familiarisation in the work place
Operational Testing
Test Contingency Plans
Working with External Emergency Services.

Course Outline: Exercise for one week, post Tranche one training, prior to Centre start up, to provide all staff experiential training throughout the centre and working as a team.
Staff will work and test out all facilities, policy, systems and procedures within observed exercises.
Managers and Supervisors will work with their teams throughout the week.

Venue: The Secure Training Centre

Target Audience: All Staff

APPENDIX 8

ALCOHOL AND DRUGS AT WORK

PURPOSE

1. The law concerning unfair dismissal in relation to alcohol and drugs at work is generally interpreted by Industrial Tribunals to contain a stipulation that employers are expected to treat the condition as an illness and to offer positive assistance rather than disciplinary action in the initial stages. Unless the employer has demonstrated that dismissal has been only as a last resort, there is a risk that it will be ruled unfair. Alcohol and drugs, if misused, can have disastrous consequences for the individual, any family and sometimes the public at large. Managers will find it difficult to handle drink and drug problems humanely and effectively without a proper policy.

2. In addition to the above legal and social risks, the effect on business brought about by misuse of alcohol and/or drugs (e.g. absenteeism, accidents at work, poor performance and general misconduct) makes it imperative to have a policy to ensure that employees' use of alcohol and/or drugs does not impair the safe and efficient running of the organisation. The Company must also take into consideration the general duty of care owed to employees under Section 2 of the Health and Safety at Work Act 1974.

RESPONSIBILITY

3. The Managing Director of each Securicor company has the responsibility to ensure that management is properly briefed and trained to implement an effective policy to counter alcohol and drug abuse.

GENERAL POLICY

4. Securicor has a policy based on prevention of alcohol and drug problems at work. The main objectives are based on the provision of help and information to employees and the ability of location managers to identify and deal with problems promptly, tactfully, and firmly. The policy also encourages the use of outside agencies/experts where appropriate (see also paras (iii) and 9).

POLICY (ALCOHOL RELATED PROBLEMS)

5. Drink problems with employees fall into two distinct categories:

   (i) over-indulgence sometimes resulting in rowdy or dangerous behaviour at work, or arriving at work demonstrably under the influence of alcohol but NOT related to a physical or psychological dependence.

   (ii) a chronic dependency on alcohol which continually or repeatedly interferes with work performance.

   Category (i) above is an employment contract and disciplinary matter and will be dealt with under the relevant disciplinary procedure. Category (ii) should be seen as a health issue and

thus treated as a capability situation.

POLICY (DRUG RELATED PROBLEMS)

6. Drug problems involve both the use of illegal drugs (e.g. heroin, cocaine, cannabis) or the misuse of medically prescribed drugs (e.g. tranquillisers, sleeping pills) or misuse of other substances (e.g. cold cures, glue). These can also be divided into two distinct categories (but there is the added complication of the criminal offence committed by the use of illegal drugs):

   (i) bringing drugs to the workplace either for personal use and/or to encourage other employees to do so

   (ii) a chronic dependency on drugs which continually or repeatedly interferes with work performance.

   Category (i) above is an employment contract and disciplinary matter and will be dealt with under the relevant disciplinary procedure. Any use of illicit drugs and any attempt at work to involve other employees in the misuse of any type of drug will be regarded as gross misconduct. It is company policy to inform the Police in cases where positive proof is available. (Care should be taken however to establish whether the addict is already undergoing official treatment (e.g. by GP or local council) in which case the police involvement would not be necessary, provided that the addict has not attempted to involve other employees in drug abuse). Category (ii) should be seen as a health issue and thus be treated as a capability situation.

PROCEDURES (IN CASES WHERE CHRONIC DEPENDENCY IS KNOWN OR SUSPECTED)

7. The relevant supervisor or manager who feels that an employee's unsatisfactory performance may be alcohol or drug related should inform the relevant Personnel Manager. After initial investigation confirming the suspicions of local management a meeting with the employee concerned should be arranged. The characteristics of alcohol and/or drug dependence are well known to the medical profession and in the employment context are listed at Appendix A. If the characteristics arise in combination the indications of dependency are greater.

8. At the meeting the individual should have his or her unsatisfactory performance/conduct and 'indicators' discussed. The following procedures must be included:

   (i) The manager(s) should restate the company's required standards, making sure the employee understands what is expected of him or her.

   (ii) The manager(s) should try to establish the cause of the problem (although it must be pointed out that individuals with a drugs or alcohol problem will often go to great lengths to conceal the situation).

   (iii) The employee should be reminded or informed of the assistance the company is prepared to give employees who are trying to overcome a drinks or drugs related problem and should be informed of outside agencies where help can be obtained.

   (iv) The employee should be informed that the company requires his or her performance to

APPENDIX 8

be improved to an acceptable standard and that failure to achieve this will result in dismissal. Management should agree with the employee what follow-up action is to be taken. Where it is established that alcohol or drugs is or could be the problem, an appointment should be arranged with the company doctor.

(v) If the employee denies that either alcohol or drugs are the cause of the problem (whether believed or not), he or she should be treated as for any other disciplinary/capability problem, whichever is judged as appropriate by th@, personnel manager.

9. However, if there are strong signs that he employee's unsatisfactory performance is drug or alcohol-related and he or she will not admit or acknowledge this, further encouragement should be given at all stages of the disciplinary/ capability procedure to face up to the true underlying problem. The overriding consideration however must be to protect the company's business and continued refusal by the employee concerned to accept help will be a justifiable cause for dismissal on capability grounds. Companies would have the option of referral to a specialist counselling organisation in these situations.

PROCEDURES (CONDUCT NOT RELATED TO ALCOHOL OR DRUG DEPENDENCY)

10. Employees are, under normal circumstances, expressly forbidden to bring or consume alcohol on the premises. Any breach of this rule will result in disciplinary action being taken which may result in summary dismissal

11. Employees who turn up for work demonstrably under the influence of alcohol and/or drugs must be suspended on pay and sent home pending the institution of the relevant disciplinary procedure. This policy must be made clear to the employee on joining, via the employment contract. Drivers, and employees who operate potentially dangerous machinery should be made aware of the lingering effects of alcohol during the morning after an evening's heavy drinking. The ACAS Code of Practice emphasises the need for clear rules informing the employees of the consequences of alcohol/drug abuse. This could ensure an adequate defence against an allegation of unfair dismissal at an Industrial Tribunal.

MONITORING

12. Companies should continually monitor this policy and record any incidents of drug or alcohol abuse. This will enable personnel management to determine areas where the policy may need revision.

ESTABLISHING THE PROBLEM

Supervisors and managers should be aware that the misuse of drugs or alcohol by employees may come light in various ways. The following characteristics, especially when arising in combinations may indicate the presence of an alcohol or drug-related problem. Concentration should be on the affect on work performance , as this will be easiest of the symptoms for the manager to detect.

APPENDIX 8

Absenteeism

- instances of unauthorised leave
- frequent Friday and/or Monday absences
- leaving work early
- lateness (especially on returning from lunch)
- excessive level of sickness absence
- strange and increasingly suspicious reasons for absence
- unusually high level of sickness due to colds, flu, stomach upsets
- unscheduled short-term absences, with or without explanation

High Accident Level

- at work
- elsewhere, i.e. driving, at home

.1 Work Performance

- difficulty in concentration
- work requires increased effort
- individual tasks take more time
- problems with remembering instructions or own mistakes

Mood Swings

irritability
depression
general confusion

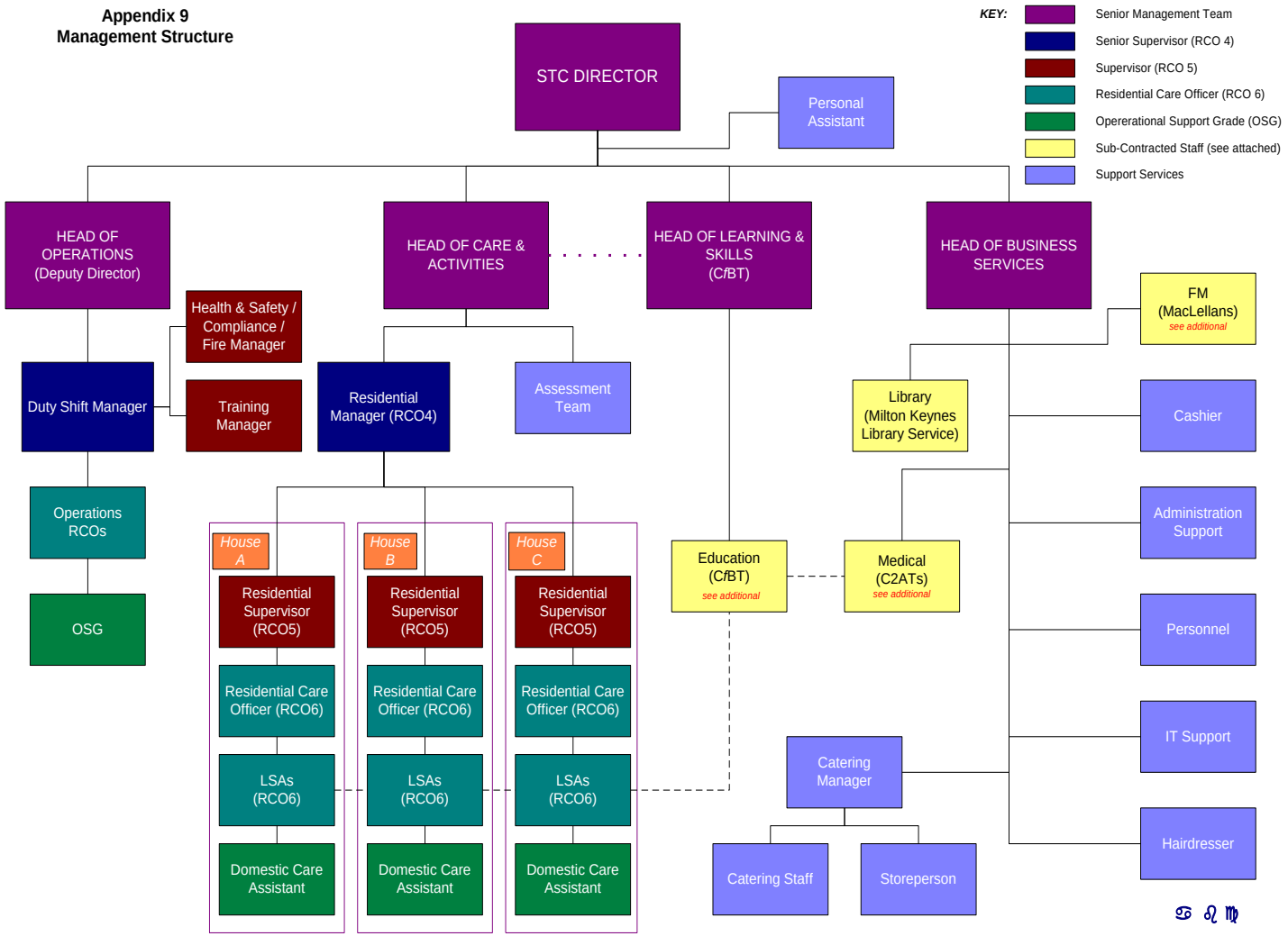
Misconduct

An employee's alcohol or drug problem may come to light as a mitigating factor in a disciplinary interview. It should be treated as a mitigating factor for certain ' less serious' disciplinary offences, such as poor time keeping or lateness, provided the person is prepared to undergo treatment.

Self -Referral

In some instances, employees may seek help and advice themselves.

Appendix 9
Management Structure



PART 2
Requirements for an Available Trainee Place

A Trainee Place shall constitute an Available Trainee Place under Clause 30.2 of the Contract if, in relation thereto:	Rectification Period
(a) subject to a maximum number of 12 Trainees in any 24 hour period the Trainee, within 24 hours of his/her reception into the Secure Training Centre, has been assessed by a member of the healthcare staff and/or by a qualified member of Staff, which person will have received training in the identification of risk factors for suicide and self harm, to identify the extent to which the Trainee has suicidal intentions or a propensity to harm him/herself; and a written assessment of the Trainee shall have been prepared in accordance with Schedule D Part 1;	No Rectification Period (the Contractor shall be subject to the loss of one Trainee Place for every subsequent 24 hour period in respect of each Trainee, who is not assessed within the required time limit, until such time as such Trainee's assessment is properly completed)
(b) the Trainee occupying that Trainee Place is provided with three meals daily (at least one of which is hot) served at breakfast, lunch and dinner meal times specified at Section N3 of Schedule D	3 hours per meal failure to provide any one daily meal to all or any Trainee shall be subject to deduction in accordance with E in paragraph 6 (b) of Schedule G being capped at or failure to provide two or more consecutive daily meals to all or any Trainee shall be subject to deduction in respect of such Trainee Places becoming Unavailable but occupied Trainee Places and the full applicable rate of reduction in accordance with Schedule G shall apply
(c) all or any Bedroom and all or any healthcare centre bedroom meets the temperature range requirements specified in Section K8 of Part 1of this Schedule D;	3 Hours
(d) all or any Bedroom and all or any healthcare centre bedroom together with the communal areas of the house unit and the healthcare centre for use by a Trainee meets the lighting requirements as specified in Schedule A;	2 Hours
(e) where the Trainee occupying that Trainee Place makes a request that day to be seen by a health care worker, the Trainee is seen by a qualified nurse or general practitioner within 2 hours of making his/her request who will then take such action as he or she reasonably considers necessary (subject to obtaining the necessary medical consent) within a reasonable period of time;	

(f) the Trainee occupying that Trainee Place has or, if the Trainee Place is not occupied, would have had immediate access in the Bedroom to clean and freely available drinking water;	30 minutes
(g) unless the Trainee occupying that Trainee Place has been withdrawn from education and/or training on health grounds, the Contractor has used its reasonable endeavours to ensure that the Trainee has on that day received not less than 4 hours per weekday (excluding Public Holidays) of taught lesson time in education and/or training appropriate to the age and educational needs of an individual Trainee materially in accordance with such Trainees current Training Plan. The only exceptions to the delivery of these services will be instances where the Trainee(s) are unable to attend lessons because of : (i) illness; or (ii) other such events which may necessitate cancellation of education and training classes (e.g. Court appearances, meetings with legal advisers or social workers).	-
(h) with regard to only those Trainees who have been convicted and sentenced unless the Trainee occupying that Trainee Place has been withdrawn from his/her crime avoidance programme on health grounds, the Contractor has used its reasonable endeavours to ensure that the Trainee has on that day spent one hour on his/her crime avoidance programme.	-
(i) the Trainee occupying that Trainee Place has a bed/mattress and adequate bedding which is kept clean on a regular basis (with bed linens replaced not less than once a week);	2 Hours
(j) the Trainee occupying that Trainee Place has or, if the Trainee Place is not occupied, would have had access to a hot bath/shower and hot water on that day for washing purposes;	24 Hours
(k) the Trainee occupying that Trainee Place has, or if the Trainee Place is not occupied, would have had access to adequate sanitation facilities throughout the day;	-
(l) the Trainee Place has a bedroom call system which is in good working order;	3 Hours [1]
(m) the Minimum Staffing Levels to provide child protection, security and control of Trainees are provided throughout each day as specified at Schedule D Appendix 5.	Rectification Period (for healthcare staff only) shall be 3 Hours if the Minimum Staffing Levels in Schedule D have not

[1] Subject to the Trainee occupying the Bedroom being checked by an appropriate member of Staff at a frequency in accordance with the Trainee's Risk Assessment until the call system is in good working order.

Any failure to meet these minimum staffing levels will entitle the Authority to declare Trainee Places as not being Available Places by virtue of the operation of Clause 30.2(b) of the contract. The number of such unavailable places to be determined in accordance with the ratio of Staff to Available Places at Schedule D Appendix 5; and	been met by virtue of 1 nurse not being available and there shall be no Rectification Period where the Minimum Staffing Levels in Schedule D have not been met by virtue of 2 or more nurses not being available -
(n) those elements of Schedule D and the Operating Procedures relating specifically to security and control are being materially complied with by the Contractor in respect of a Unit as a whole PROVIDED that no Availability Deduction shall be made as a result of such non-compliance unless the Authority has withdrawn all Trainees from, and to the extent Trainee Places in the relevant Unit are unoccupied has refused to place Trainees in, the relevant Unit on the grounds that as a direct result of such non-compliance, the Contractor is in the reasonable opinion of the Authority, reasonably likely to lose control of the relevant Unit.	
(o) suitable clothing has been provided by the Contractor which is adequate for warmth and health: (i) if a Trainee is not able, or does not wish, to provide his own clothing; (ii) if the Director has refused permission for a Trainee to wear his own clothing; or (iii) for the purposes of participation in an activity for which the clothing provided by the Trainee is unsuitable.	Rectification Period of 1 hour subject to the Trainee having access in that hour to clean clothing such as to provide a reasonable level of modesty;
(p) the Trainee Place complies in all material respects with the Health and Safety at Work Act 1974 and the Fire Precautions Act 1971 and the regulations made thereunder.	Rectification Period for matters which give rise to a critical health and safety risk is one hour Rectification Period for matters not giving rise to a critical health and safety risk is 24 hours (to temporarily fix the matter) and 7 days (to permanently fix the matter).

For as long as no Trainee occupies a Trainee Place, the requirements set out at (a), (b), (e) (g)-(i) and (o) above do not need to be met in respect of that particular Trainee Place for it to be an Available Trainee Place.

On the day on which a Trainee arrives at the Secure Training Centre to take up a Trainee Place and the day on which the Trainee is released from the Secure Training Centre under the Secure Training

Order made in respect of him/her, the requirements set out at (g) and (h) above do not need to be met in respect of that particular Trainee Place for it to be an Available Trainee Place.

The Rectification Periods set out above shall start upon the Contractor becoming aware of the failure to comply with Schedule D Part 2 or, in the reasonable opinion of the Monitor, when the Contractor ought reasonably to have become aware of the failure, and shall last for the period specified above. Where no Rectification Period is set out above then no Rectification Period exists for that requirement and rectification of a failure to meet that requirement is not possible.

PART 3
Checklist of action or information

The following is a checklist of information to be provided to the Authority for approval, and action to be undertaken by the Contractor (unless stated), prior to the Scheduled Opening Date.

A **Information/Action Required**	**B** **Number of months prior to Scheduled Opening Date (unless otherwise stated) Information/Action is required by**	**Relevant Section of Part 1 of Schedule D**
Submission for approval of suicide and self-harm risk policy	no later than 4	C14
Approval of form of medical report by the Authority	no later than 4	C15
Standing Advisory Group on crime avoidance to be formed - detailed plans for crime avoidance programme to be put in place prior to Scheduled Opening Date	no later than 4	E3
Details of compassionate circumstances in which Trainees may be given credit in excess of the credit in his/her account	no later than 4	F8
Submission for approval of procedures to be followed by staff in obtaining consent to medical examination or treatment of Trainee	no later than 4	G15
Submission for approval of detailed proposal setting out planned provision and quality standards of medical services	no later than 4	G20
Submission for approval of details of proposed telephone system and how it will operate	no later than 4	H5
Designation by the Director of a senior member of management staff to take responsibility for preventing illegal drugs, materials and substances from being brought into the Secure Training Centre	no later than 4	H7
Submission for approval of detailed plan of discharge procedures	no later than 4	I1

A **Information/Action Required**	B **Number of months prior to Scheduled Opening Date (unless otherwise stated) Information/Action is required by**	**Relevant Section of Part 1 of Schedule D**
Submission for approval of schedule of locks fitted within the Secure Training Centre	no later than 4	J4
Submission for approval of list of articles which it is prohibited to bring into the Secure Training Centre and list of articles which Trainees may keep in their Bedroom	no later than 4	J11
Submission for approval of child protection protocol.	no later than 6	J15
Submission for approval of list of fixtures, fittings, chattels and other equipment	no later than 4	K2
Publication of Health and Safety Policy Statement	no later than 4	L2
Submission for approval of formal system dealing with fire prevention and procedures in the event of fire	no later than 4	L3
Advice to be sought from the Authority's fire safety section on fire prevention and appropriate procedures in the event of fire	within the month following Date of Contract	L4
Submission for approval of proposed Cleaning Programme	no later than 4	L9
System for management to conduct regular comprehensive inspections of the physical state of the Secure Training Centre to be agreed	no later than 4	L10
Submission for approval of plans for liaison and co-operation with external bodies	within the month of Date of Contract	L11
Submission for approval of full details of proposed Incentives Scheme and Sanctions	no later than 6	M3

A **Information/Action Required**	B **Number of months prior to Scheduled Opening Date (unless otherwise stated) Information/Action is required by**	**Relevant Section of Part 1 of Schedule D**
Submission for approval of staff handbook	no later than 6	O35
Completion by relevant Head of Department, and approval by Director, of first department plans	no later than Scheduled Opening Date	O41
Submission for approval of Escort Procedures	no later than 4	Q1
Submission for approval of guidelines on the use of handcuffs on Trainees	no later than 4	Q6
Submission for approval of Escort Form	no later than 4	Q9

PART 4

Substitute Places

1. Location of Substitute Places in the Secure Training Centre

The 4 rooms/areas in the Secure Training Centre which can be used as Substitute Places in accordance with Clause 30.9 of the Contract are the 4 Bedrooms in the Health Care Centre which is identified in Schedule A.

2. Use of Substitute Places

If all 80 Bedrooms in the Secure Training Centre are occupied and any of the Bedrooms ceases to be an Available Trainee Place, one of the 4 Bedrooms in the Health Care Centre may, subject to Clause 30.9 of the Contract, be designated by the Duty Director as a Substitute Place if the checklist detailed in paragraph 3 below has been completed.

3. Utilisation of a Substitute Place

Before any Substitute Place may be utilised as a Trainee Place each of the following checks will be made by the Duty Director who shall then confirm to the Monitor that the relevant Substitute Place satisfies each of the following requirements:

All personal items belonging to the previous occupant or users of the Substitute Place have been removed;

The Substitute Place contains furniture and equipment normally available in an Available Trainee Place and any furniture and equipment not normally available in an Available Trainee Place has been removed;

The Substitute Place is heated to the level prescribed for a Bedroom in Section K8 of Part 1 of Schedule D;

The lighting in the Substitute Place is in full working order;

All plumbing in the Substitute Place is in full working order;

The emergency call devices and alarms are in full working order;

Observation ports to the Substitute Place are in full working order;

The Duty Director shall promptly sign a form listing these checks as confirmation that they have been carried out and are satisfied in all respects.

SCHEDULE E

THE CONTINGENCY AND EMERGENCY PROCEDURES SCHEDULE

The Contractor shall ensure or procure that the following requirements of this Schedule E are complied with:

1. GENERAL

1.1 For the purposes of this Schedule E, the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:

Contingency and Emergency Procedures Plans means the plans which set out the procedures to be followed at the Secure Training Centre in order to avoid the occurrence of any incidents at the Secure Training Centre and the procedures to be taken in the event of any incidents actually occurring at the Secure Training Centre.

Contingency Plans means the plans which set out the procedures to be followed in the event of an incident occurring at the Secure Training Centre which will, or is likely to, have a material effect on the safety and security of the Secure Training Centre as a whole and/or will, or is likely to, require action to be taken in addition to that set out in the Response Plans;

Incident means an occurrence which disturbs the normal operation of any part of the Secure Training Centre including any emergency;

Local means in the area in which the Secure Training Centre is situated;

Manager has the meaning set out in Schedule D;

Shift Manager means the Manager on duty at the Secure Training Centre appointed by the Head of Operations (as defined in Schedule D) as the Manager in charge of operations at the Secure Training Centre;

Response Plans means the plans, which set out the proposed response by staff employed at the Secure Training Centre in the event of an incident occurring at the Secure Training Centre;

Response Team means a group of Custody Officers who have received appropriate training in how to respond to incidents occurring at the Secure Training Centre.

1.2 The Contractor will inform the Monitor of all incidents at the earliest opportunity.

2. APPROVAL OF CONTINGENCY AND EMERGENCY PROCEDURES PLANS

2.1 The Contractor will submit to the Authority for its approval copies of its proposed Contingency and Emergency Procedures Plans for handling incidents no later than six months prior to the Scheduled Opening Date. The Contingency and Emergency Procedures Plans will include the Response Plans and the Contingency Plans, and will specify the staff to whom, and the parts of the Secure Training Centre in which, the Contingency and Emergency Procedures Plans will be made available in accordance with paragraph 2.2(ii) below. All subsequent updates, amendments and reprints of all or any part of the Contingency and Emergency Procedures Plans will also be sent to the Authority for its approval. The Authority will not be deemed to have given its approval to such updates, amendments and reprints until a letter of approval has been issued by, or on the behalf of, the Authority.

2.2 The Contingency and Emergency Procedures Plans will set out the appropriate response to incidents and will:

(i) delegate responsibility to suitable individuals and set out the appropriate action to be taken in a variety of general and specific circumstances;

(ii) be easily available to appropriate staff in all relevant parts of the Secure Training Centre and be inspected frequently by Managers;

(iii) be subject to regular (including unannounced) testing by the Contractor;

(iv) be updated or amended in the light of experience; and

(v) be fully detailed, clearly set out and supported by easy-to-follow flow charts and check lists.

2.3 In addition to specific proposals set out in the Contingency and Emergency Procedures Plans, the Contractor will be expected to operate the Secure Training Centre in a manner conducive to avoiding incidents. The Contractor will be expected to include details of its wider arrangements for avoiding incidents in the Contingency and Emergency Procedures Plans. These will include:

(i) an efficient admission system which identifies vulnerable Trainees and Trainees who present a risk to themselves and/or other Trainees or to the security of the Secure Training Centre;

(ii) a practically orientated induction course for all members of staff at the Secure Training Centre which will consider in detail the Response Plans and Contingency Plans;

(iii) assessment of Trainees and the appropriate allocation of training and other tasks to Trainees based on the results of their assessment; and

(iv) a range of programmes and activities which will involve and fully occupy the Trainees' time and be designed to teach useful and purposeful skills.

(v) fire risk assessments

3. CONSULTATION WITH EMERGENCY SERVICES

3.1 In drawing up its Contingency and Emergency Procedures Plans, the Contractor will consult with, and incorporate arrangements for working with, the local authority and emergency services, which will include, but is not restricted to:

(i) local and neighbouring police forces;

(ii) the fire service;

(iii) local hospitals and medical services; and

(iv) the local social services department (or other child protection agency).

3.2 The senior officer responsible for security will keep in regular contact with the emergency services and ensure that the provisions of Section L of Part 1 of Schedule D are complied with.

4. HANDING OVER CONTROL OR COMMAND

4.1 The Contingency and Emergency Procedures Plans will recognise the need for a level of response appropriate to the seriousness of the incident. The Contingency and Emergency Procedures Plans will take into account when assistance from, or handing over of command to, a higher authority will be required.

4.2 The Contingency and Emergency Procedures Plans will include full details as to liaison with the Authority during any incident. They will also include handover arrangements if the Authority is required to take over control of the Secure Training Centre.

5. RECORDING OF INCIDENTS

The Contingency and Emergency Procedures Plans will set out the requirements for the detailed recording of all incidents. These will include:

(i) a simple listing sheet on which the relevant details of any incidents which occur at the Secure Training Centre will be recorded chronologically and which will be kept in the communications room, as detailed in the plans set out in Schedule A;

(ii) written internal reports from staff at the Secure Training Centre using forms designed specifically for the purpose;

(iii) entries in the Director's daily log;

(iv) use of specially designed forms for submission to the Monitor; and

(v) if requested by the Authority, preparation of an incident report.

6. POST INCIDENT REVIEW

The Contractor will include in its Contingency and Emergency Procedures Plans a list of those incidents which would have sufficient impact on the security and safety of the Secure Training Centre and/or the Trainees to warrant a review following the resolution of the incident. Any review carried out after the resolution of an incident will:

(i) analyse all aspects of the incident including the procedures used to resolve the incident;

(ii) assess the reactions of staff at the Secure Training Centre to the incident;

(iii) review the effectiveness of the Contingency and Emergency Procedures Plans in the light of the incident; and

(iv) consider the media responses, if any, to the incident.

Any amendments which need to be made to the Contingency and Emergency Procedures Plans following the review will be submitted to the Authority for its approval as soon as reasonably practicable after the review and will be implemented at the Secure Training Centre as soon as reasonably practicable after approval by the Authority.

7. RESPONSE PLANS

7.1 Response Plans will be formulated for all parts of the Secure Training Centre. Response Plans will be subjected to regular tests or exercises and revised in the light of experience. All updates, amendments and reprints of the Response Plans will be sent to the Authority for its approval pursuant to paragraph 2.1 above.

7.2 At least one test or exercise from the list set out in paragraph 7.3 below will be conducted in each calendar month in respect of potential incidents which are the subject of the Response Plans, PROVIDED THAT in any one calendar year each test or exercise set out in paragraph 7.3 below shall be conducted at least once.

7.3 The Response Plans will deal with, but are not limited to, the following:

(i) acquiring necessary consents to appropriate medical treatment from a Trainee;

(ii) acute illness of a Trainee;

(iii) accident or injury to a Trainee, member of staff or visitor at the Secure Training Centre which requires immediate emergency treatment outside the Secure Training Centre;

(iv) escape or attempted escape by a Trainee or Trainees;

(v) acts of concerted indiscipline by a Trainee or Trainees;

(vi) barricades within the Secure Training Centre;

(vii) hostage taking by a Trainee or Trainees;

(viii) any interference with or compromise of the security of the Secure Training Centre including the loss, theft or removal of any key used to lock the door of any building, or any room in a building, in the Secure Training Centre;

(ix) a fire within any part of the Secure Training Centre or outside the Secure Training Centre but which may give rise to an emergency within the Secure Training Centre;

(x) a bomb threat to the Secure Training Centre or any part of it;

(xi) any failure of gas, electricity or water services; and

(xii) a natural disaster affecting the Secure Training Centre.

8. RESPONSE TEAMS

8.1 The Response Plans will detail the action required by each Response Team.

8.2 There will be three Response Teams:

(i) **First Response Team**

The Shift Manager will attend the incident in person assisted by at least one Custody Officer. The Duty Director (as defined in Schedule D) will be informed and placed on alert.

(ii) **Secondary Response Team**

The Shift Manager will order a secondary response if additional support is necessary. The secondary response will be provided by at least one other Custody Officer. The Duty Director (as defined in Schedule D) will go to the command suite, which is specified in the plans set out in Schedule A. The Director will be informed and placed on alert.

(iii) **Additional Response Team**

In the event that a further incident occurs simultaneously with the first, two other Custody Officers will attend the incident. The Director will go to the command suite, as detailed in the plans set out in Schedule A. Outside agencies will be informed and placed on alert.

8.3 The Shift Manager will be responsible for designating the Custody Officer or Custody Officers who will be in each Response Team and for informing them of their role in each Response Team on a daily basis and for establishing radio call signals and procedures.

8.4 Physical Restraint (as defined in Schedule D) will be the only physical force and restraint used in the Secure Training Centre. Wherever possible, the use of Physical Restraint will be sanctioned by the Shift Manager beforehand. Only the minimum amount of Physical Restraint necessary to deal with the immediate problem may be used. Any use of Physical Restraint at the Secure Training Centre will be recorded as soon as reasonably practicable after the incident in a ledger to be used exclusively for that purpose.

9. CONTINGENCY PLANS

9.1 In addition to Response Plans, Contingency Plans will also be made available to appropriate staff in all relevant parts of the Secure Training Centre. The Contingency Plans will deal with, but are not limited to, the following:

(i) withdrawal of labour by staff;

(ii) the need to evacuate Trainees, staff and visitors from one part of the Secure Training Centre to another or from the Secure Training Centre to another place of safety;

(iii) failure for any reason to provide standard catering arrangements for Trainees;

(iv) the need for a child protection investigation; and

(v) epidemic illness among Trainees.

9.2 Without prejudice and in addition to any other requirements of the Contract, all Contingency Plans will be tested in the two weeks immediately before the Contractor's Full Quota Notice Date and, thereafter, will be tested, reviewed and updated at least twice each year. All updates, amendments and reprints of the Contingency Plans will be sent to the Authority for its approval pursuant to paragraph 2.1 above.

SCHEDULE F
FINANCE PLAN

[REDACTED]

Period from	1 Apr 01	1 Jul 01	1 Jul 02	1 Jul 03	1 Jul 04	1 Jul05	1 Jul 06	1 Jul 07	1 Jul 08
Period to	30 Jun 01	30 Jun 02	30 Jun 03	30 Jun 04	30 Jun 05	30 Jun 06	30 Jun 07	30 Jun 08	30 Jun 08
Revenue									
Pre-Operating cost									
Capital expenditure									
Operating Cost									
FM									
Overheads									
Operational/utilities and management									
Life Cycle									
Maintenance									
Tax paid									
Working capital and Vat increase									
Project cash flow									
Interest on cash balances									
Cash flow from / (to) senior									
principal									
interest and fees									
Cash flow from / (to) Equity Bridge									
principal									
interest and fees									
Cash flow from ./ (to) junior A & B									
principal									
interest and fees									
Cash flow from / (to) reserves									
DSRA									
LCRA									
Cash flow from / (to) equity									
invested / (redeemed)									
dividends paid									
Financing cash flow									
Increase in net cash balances									

Period from	1 Jul 09	1 Jul 10	1 Jul 11	1 Jul 12	1 Jul 13	1 Jul 14	1 Jul 15	1 Jul 16	1 Jul 17
Period to	30 Jun 10	30 Jun 11	30 Jun 12	30 Jun 13	30 Jun 14	30 Jun 15	30 Jun 16	30 Jun 17	30 Jun 18
Revenue									
Pre-Operating cost									
Capital expenditure									
Operating Cost									
FM									
Overheads									
Operational/utilities and management									
Life Cycle									
Maintenance									
Tax paid									
Working capital and Vat increase									
Project cash flow									
Interest on cash balances									
Cash flow from / (to) senior									
principal									
interest and fees									
Cash flow from / (to) Equity Bridge									
principal									
interest and fees									
Cash flow from ./ (to) junior A & B									
principal									
interest and fees									
Cash flow from / (to) reserves									
DSRA									
LCRA									
Cash flow from / (to) equity									
invested / (redeemed)									
dividends paid									
Financing cash flow									
Increase in net cash balances									

Period from	1 Jul 18	1 Jul 19	1 Jul 20	1 Jul 21	1 Jul 22	1 Jul 23	1 Jul 24	1 Jul 25	1 Jul 26
Period to	30 Jun 19	30 Jun 20	30 Jun 21	30 Jun 22	30 Jun 23	30 Jun 24	30 Jun 25	30 Jun 26	30 Jun 27
Revenue									
Pre-Operating cost									
Capital expenditure									
Operating Cost									
FM									
Overheads									
Operational/utilities and management									
Life Cycle									
Maintenance									
Tax paid									
Working capital and Vat increase									
Project cash flow									
Interest on cash balances									
Cash flow from / (to) senior									
principal									
interest and fees									
Cash flow from / (to) Equity Bridge									
principal									
interest and fees									
Cash flow from ./ (to) junior A & B									
principal									
interest and fees									
Cash flow from / (to) reserves									
DSRA									
LCRA									
Cash flow from / (to) equity									
invested / (redeemed)									
dividends paid									
Financing cash flow									
Increase in net cash balances									

Period from	1 Jul 27	1 Jul 28	1 Jul 29	1 Jul 30	1 Jul 31	1 Jul 32	1 Jul 33	1 Jul 34	1 Jul 35
Period to	30 Jun 28	30 Jun 29	30 Jun 30	30Jun 31	30 Jun 32	30 Jun 33	30 Jun 34	30 Jun 35	30 Jun 36
Revenue									
Pre-Operating cost									
Capital expenditure									
Operating Cost									
FM									
Overheads									
Operational/utilities and management									
Life Cycle									
Maintenance									
Tax paid									
Working capital and Vat increase									
Project cash flow									
Interest on cash balances									
Cash flow from / (to) senior									
principal									
interest and fees									
Cash flow from / (to) Equity Bridge									
principal									
interest and fees									
Cash flow from ./ (to) junior A & B									
principal									
interest and fees									
Cash flow from / (to) reserves									
DSRA									
LCRA									
Cash flow from / (to) equity									
invested / (redeemed)									
dividends paid									
Financing cash flow									
Increase in net cash balances									

Period from	1 Jul 36	1 Jul 37	1 Jul 38	1 Jul 39
Period to	30 Jun 37	30 Jun 38	30 Jun 39	30 Jun 40
Revenue				
Pre-Operating cost				
Capital expenditure				
Operating Cost				
FM				
Overheads				
Operational/utilities and management				
Life Cycle				
Maintenance				
Tax paid				
Working capital and Vat increase				
Project cash flow				
Interest on cash balances				
Cash flow from / (to) senior				
principal				
interest and fees				
Cash flow from / (to) Equity Bridge				
principal				
interest and fees				
Cash flow from ./ (to) junior A & B				
principal				
interest and fees				
Cash flow from / (to) reserves				
DSRA				
LCRA				
Cash flow from / (to) equity				
invested / (redeemed)				
dividends paid				
Financing cash flow				
Increase in net cash balances				

Senior A Schedule

Date	Drawdown	Interest and fees rolled up	Interest and fees paid	Repayments	Balance
31 Jan 03					
28 Feb 03					
31 Mar 03					
30 Apr 03					
31 May 03					
30 Jun 03					
31 Jul 03					
31 Aug 03					
30 Sep 03					
31 Oct 03					
30 Nov 03					
31 Dec 03					
31 Jan 04					
29 Feb 04					
31 Mar 04					
30 Apr 04					
31 May 04					
30 Jun 04					
30 Sep 04					
31 Dec 04					
31 Mar 05					
30 Jun 05					
30 Sep 05					
31 Dec 05					
31 Mar 06					
30 Jun 06					
30 Sep 06					
31 Dec 06					
31 Mar 07					
30 Jun 07					
30 Sep 07					
31 Dec 07					
31 Mar 08					
30 Jun 08					
30 Sep 08					
31 Dec 08					
31 Mar 09					
30 Jun 09					
30 Sep 09					
31 Dec 09					
31 Mar 10					
30 Jun 10					
30 Sep 10					
31 Dec 10					
31 Mar 11					
30 Jun 11					
30 Sep 11					
31 Dec 11					
31 Mar 12					

Senior A Schedule

Date	Drawdown	Interest and fees rolled up	Interest and fees paid	Repayments	Balance
30 Jun 12					
30 Sep 12					
31 Dec 12					
31 Mar 13					
30 Jun 13					
30 Sep 13					
31 Dec 13					
31 Mar 14					
30 Jun 14					
30 Sep 14					
31 Dec 14					
31 Mar 15					
30 Jun 15					
30 Sep 15					
31 Dec 15					
31 Mar 16					
30 Jun 16					
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30 Jun 21					
30 Sep 21					
31 Dec 21					
31 Mar 22					
30 Jun 22					
30 Sep 22					
31 Dec 22					
31 Mar 23					
30 Jun 23					
30 Sep 23					
31 Dec 23					
31 Mar 24					
30 Jun 24					
30 Sept 24					
31 Dec 24					
31 Mar 25					

Senior A Schedule

Date	Drawdown	Interest and fees rolled up	Interest and fees paid	Repayments	Balance
30 Jun 25					
30 Sep 25					
31 Dec 25					
31 Mar 26					
30 Jun 26					
30 Sep 26					
31 Dec 26					
31 Mar 27					
30 Jun 27					
30 Sep 27					
31 Dec 27					
31 Mar 28					
30 Jun 28					
30 Sep 28					
31 Dec 28					
31 Mar 29					
30 Jun 29					
30 Sep 29					
31 Dec 29					
31 Mar 30					

Bank Schedule

Date	Drawdown	**Senior A Debt** Rolled up Interest and Fees	Balance		Drawdown	**Equity Bridge** Rolled up Interest and Fees	Repayment	Balance
31 Dec 02								
31 Jan 03								
28 Feb 03								
31 Mar 03								
30 Apr 03								
31 May 03								
30 Jun 03								
31 Jul 03								
31 Aug 03								
30 Sep 03								
31 Oct 03								
30 Nov 03								
31 Dec 03								
31 Jan 04								
29 Feb 04								
31 Mar 04								
30 Apr 04								
31 May 04								
30 Jun 04								

Payment Schedule

Year following Full Operation Date	Daily Fixed Availability Fee Per Available Trainee Place
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	
21	
22	
23	
24	
25	
26	
27	
28	
29	
30	

Indexed Availability fee, £ per day per place
Indexed Costs Fee, £ per day per place

Indexed Incremental Element, £per day per place
Indexed Incremental Costs Fee, £ per day per place

K Factor

Liquidated Damages

1st year senior debt service
1st year junior debt service

daily payment to cover senior
daily payment to cover junior

Daily amount of liquidated damages to Authority
= positive part of A-B
A

B (available places)
daily amount of LDs (available places)

B (incremental places)
Daily amount of LDs (incremental places)

Total Payable

STC MILTON KEYNES – P&L Summary

Profit & Loss Summary	Source:	Annual Cost (£)	Sub Totals / Indexation basis
Direct Staff Costs			
Basic Pay	{Staff Costs Yr 1: E107}		RPI + K
Employer's NI	{Staff Costs Yr 1: F107}		RPI + K
Pension	{Staff Costs Yr 1: G-I107}		RPI + K
Healthcare	{Staff Costs Yr 1: J107}		RPI + K
Medical Screening	{Staff Costs Yr 1: K107}		RPI + K
Direct Staff Costs Sub-Total			
Other Staff Costs			
Uniforms	{Uniforms: M44}		RPI
Training	{Training: E95}		RPI
Recruitment	{Recruitment: E80}		RPI
Travel & Subsistence	say		RPI
Other Staff Costs Sub-Total			
Sub-Contract			
Healthcare	{per C2ATs Quotation}		RPI + K
Pharmacy Costs	{Pharmacy: I21}		RPI + K
Education	{CfBT: E33}		RPI + K
FM	{per MacLellans Quotation}		RPI
	Building Maintenance		RPI
	Soft FM Portion		RPI
Sub-Contract Sub-Total			
Other Direct Costs			
Laundry	{Laundry: E29}		RPI
Utilities	{Utilities:J20}		RPI
Vehicles	{Vehicles:C68}		RPI
Consumables	{Database: E61}		RPI
Replacement Cost	{Database: I61}		RPI
Annual Maintenance	{Office Expenses: C11}		RPI
Other Direct Costs Sub-Total			
Young Persons Expenses			
Clothing	{YP Expenses: G8}		RPI
Catering	{YP Expenses: G16}		RPI
Personal Hygiene	{YP Expenses: G43 + G47}		RPI
Postage	{YP Expenses: G56}		RPI
Pocket Money	{YP Expenses: G65}		RPI
Telephone	{YP Expenses: G75}		RPI
Magazines & Comics	{YP Expenses: G83}		RPI
Young Persons Expenses Sub-Total			
Overhead			
Telephone & IT	{Office Expenses: C19}		RPI
Office Expenses	{Office Expenses: C27}		RPI
Overhead Sub-Total			
Additional costs			
Visitor Transport	Securicor		RPI + K
Staffing Remands	Securicor		RPI + K
Teachers	Securicor		RPI + K
Additional costs Sub Total			
TOTAL COSTS			
Head Office Expenses and Profit			
Head Office Expenses	{per Base Data}		
Profit contribution	{per Base Data}		
Head Office Expenses and Profit Sub total			
Grand Total			
Annual Operating Fee			

Benchmarking Categories

Education RPI	Education RPI + K	Health Care RPI	Health Care RPI + K	Soft Fm RPI	Soft FM RPI + K	Custody RPI	Custody RPI + K	Non Benchmarked

SCHEDULE G

FINANCIAL MATTERS

SCHEDULE G

FINANCIAL MATTERS

1. Monthly Payment to Contractor

MPC = MDPC + PI - (AD+APD+GPD)

PROVIDED that the Monthly Payment to Contractor shall not be less than (and that no Availability Deduction in respect of a month shall be carried over to any other month and no Absolute Performance Deduction or General Performance Deduction in respect of a Performance Quarter shall be carried over to any other Performance Quarter).

2 Where:

- MPC is the Monthly Payment to Contractor;
- MDPC is the sum of the DPC for the month;
- DPC is the Daily Payment to Contractor as defined in Section 2;
- AD is the Availability Deduction as defined in Section 6;
- APD is the Absolute Performance Deduction as defined in Section 7;
- GPD is the General Performance Deduction as defined in Section 8; and
- PI is the Placement Incentivisation as defined in Section 10.

For the avoidance of doubt, PI, APD and GPD are calculated on a quarterly basis, and only apply in the final month of the quarter to which they relate.

2. Calculation of the Daily Payment to Contractor (DPC)

DPC = (F x G) + (I x P)

Where:

- DPC is the Daily Payment to Contractor;
- F is the Facility Fee as defined in Section 3, subject to Section 6;
- G is the number of Guaranteed Trainee Places, being 70;
- I is the Incremental Charge as defined in Section 4, subject to Section 6; and
- P is the number of Incremental Trainee Places Occupied on the day in question, up to a maximum of 10.

3. Facility Fee

The Facility Fee shall be the sum of three parts:

Fixed Availability Fee + Indexed Availability Fee + Indexed Costs Fee

a) **Fixed Availability Fee** – Amount per Available Trainee Place per day specified below, which sum is fixed for the duration of the contract:

Table 1a

Year following Full Operation Date	Daily Fixed Availability Fee Per Available Trainee Place
1-25	

b) **Indexed Availability Fee** – per Available Trainee Place per day (the **"Indexed Availability Fee"**), which shall be varied as applicable as at each Review Date in accordance with Section 5 below.

c) **Indexed Costs Fee** - per Available Trainee Place per day (the **"Indexed Costs Fee"**), which shall be varied as applicable as at each Review Date in accordance with Section 5 below.

For information purposes only the "**Indexed Remands Cost Premium**" included within the indexed cost fee is per remand Trainee Place per day.

4. Incremental Charge

3 The Incremental Charge shall be the sum of two parts:

Indexed Incremental Element + Indexed Incremental Costs Fee

a) **Indexed Incremental Element** – per Available Trainee Place per day (**"Indexed Incremental Element"**), which shall be varied as applicable as at each Review Date in accordance with Section 5 below.

b) **Indexed Incremental Costs Fee** – per Available Trainee Place per day (**"Indexed Incremental Costs Fee"**), which shall be varied as applicable as at each Review Date in accordance with Section 5 below.

5. Application of RPI to the Indexed Availability Fee, Indexed Costs Fee, Indexed Incremental Element, and the Indexed Incremental Costs Fee

On each review date the Indexed Availability fee, the Indexed Costs Fee, the Indexed Incremental Element, and the Indexed Incremental Element Cost Fee shall be indexed in accordance with the following formula:

$$\text{PriceR} = \text{PriceBR}\left[\left(\frac{RPIr}{RPIbr}\right)^{d} + \Omega\right]^{n}$$

Where:

- Price = the monetary amount of the element being indexed pursuant to this Section 5
- Previous Review Date = the Review Date immediately prior to the relevant Review Date and for the purposes of the first Review Date, the Previous Review Date shall be the RPI index figure for September 2002
- PriceR = Price after indexation pursuant to this Section 5
- PriceBR = Price immediately before indexation pursuant to this Section 5
- RPIr = Index figure for RPI in the month three months before the relevant Review Date
- RPIbr = Index figure for RPI in the month three months before the Previous Review Date
- Ω = when the formula is applied to the Indexed Availability fee
  = % when the formula is applied to the Indexed Costs Fee
  = when the formula is applied to the Indexed Incremental Element
  = % when the formula is applied to the Indexed Incremental Cost Fee
- d =
- n = the number of years (including fractions of a year) between the relevant Review Date and the Previous Review Date

6. Availability Deduction for month

An Unavailable Trainee Place is any Guaranteed or Incremental Trainee Place which does not meet the criteria for an Available Trainee Place as defined in Schedule D Part II.

(a) **Unavailable and unoccupied**

The Availability Deduction per unoccupied Unavailable Trainee Place is equal to the average cost per Available Trainee Place and shall be calculated monthly in accordance with the following formula:

$$D = \frac{DPC}{Q}$$

Where:

- ***D*** is the Availability Deduction per unoccupied Unavailable Trainee Place;
- DPC is equal to DPC as defined at Section 2 of this schedule and using for the value of P;
- ***Q*** is the Full Quota, being 80.

(b) **Unavailable and occupied**

For each day on which a Trainee Place is an Unavailable Trainee Place but is occupied by a Trainee under the provisions of Clause 30.2(b) a deduction (for each such place) calculated as follows shall be made from the DPC:

$$E = \frac{DPC}{Q} \text{ x} \quad \text{per cent:}$$

Where:

- E is the Availability Deduction per Unavailable but occupied Trainee Place;
- DPC is equal to DPC as defined at Section 2 of this schedule and using for the value of P;
- Q is the Full Quota, being 80.

(c) The Availability Deduction for any month shall be equal to the sum of:

(i) Total number of unoccupied Unavailable Trainee Places for month x D

and

(ii) Total number of Unavailable but occupied Trainee Places for month x E.

7. Absolute Performance Deduction

The Absolute Performance Deduction for each Performance Quarter shall be deducted from the Monthly Payment to the Contractor for the last month in the relevant Performance Quarter and shall be calculated in accordance with the following formula:

$$\frac{Y}{} \times Q$$

Where:

Y is the total number of Absolute Performance Points incurred during the Performance Quarter; and

Q is the total DPC that would be payable to the Contractor for the Performance Quarter if the Full Quota of Trainee Places were Available and Occupied (i.e. sum of MDPC for Performance Quarter).

Note that the Absolute Performance Deduction will be subject to the Repeat Failure Multiplier and Reporting Failure Multiplier provisions described at 9(c)below.

For the avoidance of doubt no cap is placed on the maximum amount of Absolute Performance Deductions.

8. General Performance Deduction

The General Performance Deduction for each Performance Quarter shall be deducted from the monthly payment to the Contractor for the last month in the relevant Performance Quarter and shall be calculated in accordance with the following formula:

$$\frac{(Z-B)}{} \times Q$$

Where:

- Z is the total number of General Performance Points incurred during the Performance Quarter;
- B is the Baseline Amount for the Performance Quarter as set out in Table 2 below; and

- Q is the total DPC that would be payable to the Contractor for the Performance Quarter if the Full Quota of Trainee Places were available and occupied (i.e. sum of MDPC for Performance Quarter).

Table 2 – Baseline Amounts

Year following Full Operation Date	Performance Quarter Baseline Amounts
1	
2	
3	
4 and all following years	

Note if the average daily number of Available Trainee Places and Unavailable but occupied Trainee Places is less than 70 during the relevant Performance Quarter, the Baseline Amount shall be reduced proportionately (except that in the case of the first payment quarter, the Baseline Total shall be 300).

The General Performance Deduction for each Performance Quarter cannot exceed % of the sum of the DPC payable for each Performance Quarter (plus any Placement Incentivisation that would be payable to the Contractor for the Performance Quarter) if the Full Quota of Trainee Places were available and occupied.

Note that the General Performance Deduction will be subject to the Repeat Failure Multiplier and Reporting Failure Multiplier provisions described below.

9. Other Performance Deduction Provisions

a) **Unavailability/Performance Interface**. Where an incident, event or failure could result in (i) a Trainee Place being deemed to be an Unavailable Trainee Place and (ii) a breach of a Performance Measure, a price payment deduction can only be made for the Unavailable Trainee Place OR the breach of the Performance Measure (which one to be determined by the Authority) but not both. With regard to General Performance Deductions where an incident, event or failure could result in a breach of more than one Performance Measure, a price payment deduction can only be made for breach of one Performance Measure (which one to be determined by the Authority) but not more than one. Absolute Performance Deductions will be excluded from this and multiple Absolute Performance Deductions can be made from a single incident event or failure along with a General performance Deduction. For the avoidance of doubt where an Absolute Performance Deduction is made any other Performance Measure may also apply.

b) **Performance Deductions Repeat Failure Multiplier**. Where the number of breaches of the same Performance Measure within a Performance Quarter exceeds the amounts set out in Tables 3 and 3A below, all Performance Points arising from breaches of that Performance Measure during the relevant Performance Quarter shall be multiplied as set out in Tables 3 and 3A:

Table 3

NUMBER OF BREACHES OF SAME PERFORMANCE MEASURE – EXCEPT PERFORMANCE MEASURE B4 (III) AND (IV) AND C6	MULTIPLIER
>5	1.5
>10	2.0

Table 3A

NUMBER OF BREACHES OF SAME PERFORMANCE MEASURE – APPLICABLE TO PERFORMANCE MEASURE B4(iii) AND (iv) AND C6		Multiplier
B4(iii) and (iv)	>10	1.5
	>20	2.0
C6	>20	1.5
	>50	2.0

c) **Performance Deductions Reporting Failure Multiplier**. Where the Monitor determines (acting reasonably) that the Contractor has failed to report any incident, event or failure which should incur Performance Points within 24 hours of its occurrence or has reported such incident, event or failure in such a way that it will avoid accruing Performance Points, the Performance Points which should have been incurred for the breach of the Performance Measures shall be multiplied by 3.

10. Placement Incentivisation

In accordance with Clause 48 where there have been Successful Placements (as defined in Clause 48A.1) of Trainees, the Contractor shall receive a Placement Incentivisation amount.

The Placement Incentivisation for each Performance Quarter shall be added to the Monthly Payment to the Contractor for the last month in the relevant Performance Quarter and shall be calculated in accordance with the following formula:

NxP

Where:

- N is the total number of Successful Placements during the Performance Quarter; and
- P is per Successful Placement, which shall be varied in the same manner as the Indexed Availability Fee as at each Review Date as set out in Section 5(a).

PROVIDED THAT the total Payment to the Contractor for any Performance Quarter including the Placement Incentivisation (if applicable) shall not exceed the sum of the DPC for the Performance Quarter if the Full Quota of Trainee Places are available and occupied less the Absolute Performance Deduction for the Performance Quarter (if applicable). Where the amount that would have been paid (including the Placement Incentivisation) exceeds this amount, the excess of the Placement Incentivisation not paid will be carried forward and will be added to the Monthly Payment to the Contractor for the last month in the following Performance Quarter, subject again to the limit of the sum of the DPC for the Full Quota for the Performance Quarter less the Absolute Performance Deductions for the Performance Quarter (if appropriate).

The Placement Incentivisation amount will be reviewed by the Authority on the third anniversary of the Full Operation Date.

11. Phase-In Period

During the Phase-In Period the Authority shall pay the DPC as determined in accordance with Section 1 PROVIDED THAT if the Operator does not meet the Phase-In Timetable specified in Table 4, then for the purposes of calculating the DPC for any day during the Phase-In Period where the Phase-In Timetable has not been achieved:

- When calculating the Daily Payment to the Contractor, G shall equal the Maximum Number of Available Trainee Places to which Trainees can be assigned as specified in the Phase-In Timetable set out in Table 4; and
- When calculating the Availability Deductions, the number of Unavailable Trainee Places shall be determined by reference to and shall not exceed the maximum number of Available Trainee Places to which Trainees can be assigned as specified in the Phase-In Timetable set out in Table 4.

PROVIDED THAT if the Authority and the Contractor agree in accordance with Clause 32.2 to increase the maximum number of Trainees who may be assigned by the Authority to the Secure Training Centre during the Phase-In Period, *G* shall be amended as to equal such maximum number on any day in the Phase-In Period. The assessment of the number of Unavailable Trainee Places for a month shall also reflect such an increase.

Table 4 – Phase-In Timetable

Period (expressed as dates from Full Operation Date)	**Maximum Number of Available Trainee Places to which Trainees can be assigned**
Day 1 to 7 inclusive	20
Day 8 to 14 inclusive	20
Day 15 to 21 inclusive	40
Day 22 to 28 inclusive	40
Day 29 to 35 inclusive	40
Day 36 to 48 inclusive	60
Day 49 to 63 inclusive	70
Day 64	80

From Day 64 the formula in Section 2 shall operate in the normal way.

For the avoidance of doubt the maximum number of Available Trainee places to which Trainees can be assigned as set in the above table shall from day 1 include up to 16 places for those Trainees held on remand.

13. Liquidated Damages

The Contractor shall pay an amount per Trainee Place per day in respect of each Trainee Place which is Unavailable Trainee Place pursuant to Clause 27 (Liquidated Damages) calculated by reference to the following formula:

Daily Amount of Liquidated Damages = *A* - *B*

Where:

A is ; and
B is the price that would otherwise have been payable by the Authority to the Contractor per day in respect of such Trainee Place were the relevant Trainee Place Available in accordance with the Contract and Occupied.

PROVIDED THAT $A - B$ shall never be less than . For the avoidance of doubt, such calculation shall be made separately in respect of each Trainee Place which is so unavailable and in respect of the 71st to the 80th (inclusive) Trainee Place so unavailable B shall be a sum equal to the Incremental Charge.

SCHEDULE H

PERFORMANCE EVALUATION

1. The following table sets out the Absolute Performance Measures and the Absolute Performance Points accruing upon the occurrence of the Absolute Performance Measures.

ABSOLUTE PERFORMANCE MEASURES

On each single occurrence of any Absolute Performance Measure, the relevant number of Absolute Performance Points shown below opposite that particular Absolute Performance Measure shall automatically accrue.

	Performance Measure and Definition	Performance Points	No of breaches per unit of measurement
1.1	**Escape from the Secure Training Centre** The escape (being out of the control of the regime and outside the secure perimeter) of any Trainee from the Secure Training Centre	150	per escape per Trainee
1.2	**Escape from Staff** The escape of any Trainee from the custody of Staff whilst on authorised business outside the Secure Training Centre – eg visiting the local dentist.	150	per escape per Trainee
1.3	**Circumstances resulting in Death** Any circumstance, occurring whilst a Trainee is in the custody of the Secure Training Centre or Staff, resulting in the death of that Trainee, which following full investigation and report by the Director is, in the reasonable judgement of the Authority, due to a failure to comply with the Operating Procedures.	300	per death per Trainee

2. The following table sets out the General Performance Measures and the General Performance Points accruing upon the occurrence of the General Performance Measure

GENERAL PERFORMANCE MEASURES

On any General Performance Measure, the relevant number of General Performance Points shown below opposite that particular General Performance Measure shall automatically accrue.

	Performance Measure and Definition	Performance Points	Unit of measurement
A.	**ACCOMMODATE TRAINEES IN A SAFE ENVIRONMENT WITHIN SECURE CONDITIONS**		
A1.	**Key/lock compromise** Any unauthorised disclosure, loss or theft of security keys, key codes or other key/lock security information or a failure to comply with Operating Procedures for key and lock security.	20	per incident
A.2	**Failure to provide adequate facilities for release** Failure to provide adequate facilities for release as specified in Section I of Schedule D	3	per Trainee
A.3	**Release in error** The release of a Trainee in error due in the reasonable opinion of the Authority solely to the fault of the Contractor.	20	per Trainee
A.4	**Incident of self-harm** Any proven incident of deliberate self harm resulting in physical injury, however minor, during the relevant Quarter which following full investigation and report by the Director is, in the reasonable judgment of the Authority, due to a failure to comply with the Operating Procedures.	35	per Trainee
B	**MAINTAIN HIGH STANDARDS OF CARE, CONTROL, GOOD ORDER AND DISCIPLINE**		
B.1	**Assaults on Staff** Any single incident of assault by a Trainee against Staff and following full investigation and report by the Director, in the reasonable opinion of the Authority, the Trainee was provoked into such an act by the Staff.	10	per incident
B.2	**Assaults on Trainees** Any single incident of a Trainee or Trainees assaulting another Trainee or Staff assaulting a Trainee and following full investigation and report by the Director, in the reasonable judgment of the	15	per assaulted Trainee

Authority, the incident was due to a failure to comply with the Operating Procedures.

B.3	**Incident of substance abuse**	10	per Trainee

Any proven incident of substance abuse or drug (excluding tobacco) or alcohol abuse taking place within the Secure Training Centre, eg glue sniffing.

B.4 Incident of

(a) any Prohibited Article (as defined in the Operating Procedures) found within the secure perimeter of the Secure Training Centre or

(b) any Unauthorised Article (as defined in the Operating Procedures) found in the possession of a Trainee

(i)	Other than in circumstances described in B.4A below, an incident of	5	per incident

(aa) any Prohibited Article (excluding tobacco or cigarettes) found within the secure perimeter of the Secure Training Centre, or

(bb) any Unauthorised Article found in the possession of a Trainee at any time (including whilst under escort by STC Staff)

in each case, detected by Staff as result of a formal search procedure set out in the Operating Procedures.

(ii)	Other than in circumstances described in B.4A below, an incident of	8	per incident

(aa) any Prohibited Article (excluding tobacco or cigarettes) being found within the secure perimeter of the Secure Training Centre, or

(bb) any Unauthorised Article found in the possession of a Trainee at any time (including whilst under escort by STC staff)

in each case, detected by Staff other than as a result of a formal search procedure set out in the Operating Procedures.

(iii)	Other than in the circumstances described in B.4A below, an incident of tobacco or cigarettes being found within the secure perimeter of the Secure Training Centre as	1	per incident

	a result of a formal search procedure set out in the Operating Procedures.		
(iv)	Other than in circumstances described in B.4A below, an incident of tobacco or cigarettes being found within the secure perimeter of the Secure Training Centre or in the possession of a Trainee at any time (including whilst under escort by STC staff) other than as a result of a formal search procedure set out in the Operating Procedures.	3	per incident
B.4A	General Performance Points referred to in this section B.4 shall not accrue in circumstances where:		
(a)	the Prohibited Article is detected and retrieved at the point of entry to the Secure Training Centre, or		
(b)	the Unauthorised Article found in the possession of a Trainee is immediately retrieved from such Trainee on his/her arrival at the Secure Training Centre or immediately retrieved from such Trainee after receiving a visit		
B.5	**Incident of roof climbing or scaling of security fencing** Any single incident of a Trainee scaling the top of any secure fence, or climbing on to the roofing structure of the Secure Training Centre.	10	per Trainee

B.6	**Other incidents of concerted indiscipline**		
	Any single incident when 2 or more Trainees act together in a manner which materially disrupts the daily regime and programmes of the Secure Training Centre and refuse to desist any such action or to comply with any lawful order with respect to such action:-		
	Passive indiscipline: an incident resolved without the use of any physical restraint by Staff and in consequence of which there is no requirement for any Fixtures or Fittings or Equipment or any part of the fabric of the buildings of the Secure Training Centre to be replaced.	3	per multiples of 8 Trainees or any part thereof
	Active indiscipline: an incident where resolution involves the use of physical restraint by Staff or in consequence of which a Fixture or Fitting or part of the fabric of the buildings of the Secure Training Centre requires to be replaced.	10	per multiples of 8 Trainees or any part thereof
B.7	**Failure to provide Minimum Staffing Levels necessary for delivery of Regime Activities**		
	A failure to provide the Minimum Staffing Levels for delivery of Regime Activities, specified at Schedule D Appendix 5A:-		
	at any time on each of two consecutive days	10	per failure to provide Minimum Staffing Levels per 2nd day
	at any time on each consecutive day thereafter	5	per failure to provide Minimum Staffing Levels per day
C.	**PROVIDE TRAINEES WITH DECENT LIVING CONDITIONS AND MEET THEIR OTHER NEEDS**		
C.1	**Failure to operate the postal system**	3	per day
	Failure to operate the postal system in accordance with Section H3 of Schedule D		
C.2A	**Failure to see a general practitioner on arrival at the Secure Training Centre**	10	per Trainee
	Any Trainee who does not receive a medical examination by a qualified general practitioner no later than the end of the day following the day of his or her arrival at the Secure Training Centre		
C.2.B	**Failure to see a nurse or general practitioner within 30 minutes of a request**	5	per Trainee

	Any Trainee is not seen, within 30 minutes after the making of his/her request, by a qualified nurse or general practitioner who will then take such action as he or she reasonably considers necessary (subject to obtaining the appropriate medical consent) within a reasonable period of time		
C.3	**Failure to comply with cleaning schedule**	3	per failure
	Any failure to clean the Secure Training Centre in accordance with the Operating Procedures.		
C.4	**Breach of health and safety regulations**	5	per notice/ conviction
	Any service of an improvement or prohibition notice or conviction for the infringement of health and safety or hygiene legislation		
C.5	**Failure to provide access to the library**	3	per day
	A failure on any day to provide all or any Trainee with access to the Library and giving all or any Trainee the opportunity to select material and/or use the facilities in the Library for at least twenty minutes in addition to any access provided to him/her during the educational/training day		
C.6	**Failure to comply with the maintenance schedule**	3	limited to 100 failures per Performance Quarter
	Failure to comply with the maintenance obligations and performance standards set out in Part 1 of Appendix A of Schedule C "Performance Standards for Planned Maintenance".		per obligation
	Failure to meet the timescales set out in Part 2 of Appendix A of Schedule C "Performance Standards for Reactive Maintenance"		per failure per day

C.7	**Complaints and Representations from Trainees not answered within 3 weeks** Failure to give a written answer to a Trainee within 3 weeks of receipt of his or her written complaint or representation to the Director at the Secure Training Centre.	1	(first 3 weeks and then additional 1 point for every week thereafter)
C.8	**Information to Trainees** Failure to provide a Trainee, within 24 hours of his/her reception into the Secure Training Centre, with information in writing about those provisions in the STC Rules and other matters which it is necessary that the Trainee should know, including privileges, rewards, and sanctions, contact with members of his/her family or Independent Persons, and the proper method of using the Grievance Procedure.	1	(first 24 hours and then additional 1 point for every 24 hour period thereafter)
C.9	**Failure to maintain temperatures in the Secure Training Centre** Failure for a cumulative period of 2 hours or more in any 24 hour period to maintain temperatures in accordance with section K9 of Part 1 of Schedule D in the following zones: (i) House Block A as shown on drawing no. JS0508/SCH-A/2000; (ii) House Block B as shown on drawing no. JS0508/SCH-A/2020; (iii) House Block C as shown on drawing no JS0508/SCH-A/2040; (iv) Leaving Centre as shown on drawing no. JS0508/SCH-A/2080; (v) Entry Building as shown on drawing no. JS0508/SCH-A/2060 but excluding the Healthcare Centre as shown on drawing no.JS0508/SCH-A/2060; (vi) Healthcare Centre as shown on drawing no. JS0508/SCH-A/2060.	10	per zone per day
C. 10	**Failure to provide a Trainee with meals at appropriate times**	3	per meal per day 1-4 Trainees

		6	5-8 Trainees
		10	More than 8 Trainees
	Any failure to provide a Trainee with daily breakfast, lunch and dinner (at least one of which must be served hot) and a light supper snack, within 1 hour of the times specified at section N3 of Part 1 of Schedule D		
C.11	**Failure to provide Trainees with hot water**	5	per failure per day
	Failure to provide on any day to all or any Trainee with access to the hot bath\shower and hot water for washing purposes		
C.12	**Failure to provide access to legal adviser**	3	per failure per Trainee
	Where the Trainee occupying that Trainee Place has sought an appointment with his/her legal advisers on the previous day, has been provided with reasonable facilities to access his/her legal advisers (including reasonable facilities for physical access subject to the attendance of the relevant legal adviser) on the previous day or on that day;		
C.13	**Failure to provide access to Independent Person**	3	per failure per Trainee
	Where the Trainee occupying that Trainee Place has requested on that day an interview with an Independent Person, the request has been passed on to the Independent Person service provider, and the Contractor has provided the Trainee with reasonable facilities to access an Independent Person (including reasonable facilities for physical access subject to the attendance of the Independent Person) all within 24 hours of the Trainee's request;		
D.	**PROVIDING A POSITIVE REGIME**		
D.1	**Failure to provide a Training Plan**	20	per Trainee
	Failure to produce a Training Plan for a Trainee within 10 working days of his or her arrival at the Secure Training Centre.		
D.2	**Failure to meet educational requirements**		
	(i) Failure to use reasonable endeavours to ensure that a Trainee has received a minimum of 25 hours a week (excluding Public Holidays) of taught lesson time in education and/or training appropriate to the age and educational needs of an	5	per multiples of 8 Trainees or any part thereof

	individual Trainee materially in accordance with such Trainee's current Training Plan. The only exceptions to the delivery of these services will be instances where the Trainee(s) are unable to attend lessons because of: (a) illness; or (b) such other events which may necessitate cancellation of education and training classes (eg Court appearances, meeting with legal adviser or social worker).		
(ii)	Failure of the Contractor to provide a Trainee with the necessary educational materials required to meet the current Training Plan for such Trainee	2	per multiples of 8 Trainees or any part thereof
E.	**HELP TRAINEES PREPARE FOR THEIR RETURN TO THE COMMUNITY**		
E.1	**Any failure to comply with sections H8 and H9 of Schedule D.**	2	per Trainee
E.2	**Failure to provide access to the Post-Release Supervisor** Where the Trainee has sought access to his/her Post-Release Supervisor on the previous day, failure to provide the Trainee with reasonable facilities to access his/her Post-Release Supervisor (including reasonable facilities for physical access subject to the attendance of the Post-Release Supervisor) on the previous day or on that day.	5	per Trainee

For the avoidance of doubt paragraph 9 of Schedule G shall apply and be read in conjunction with this Schedule H.

2. **BASELINE TOTAL**

The amount of the Baseline Total in respect of each Performance Quarter shall, subject to the provisions of this paragraph, be as set out in the table below:

PERFORMANCE YEAR AFTER FULL OPERATION DATE	PERFORMANCE QUARTER BASELINE TOTAL

1st	300
2nd	200
3rd	100
4th	0
and subsequent years	

If the average daily number of Available and Unavailable but occupied Trainee Places is less than 70 during the relevant Performance Quarter, the Baseline Total shall be reduced proportionately (except that in the case of the first payment quarter, the Baseline Total shall be 300).

3. The aggregate of Performance Points which accrue in any one Performance Quarter shall be calculated as the aggregate of all Performance Points accruing in respect of all Performance Measures occurring during that Performance Quarter.

4. PERFORMANCE MEASURES REVIEW

4.1 The Authority may at any time but no more than once in each Performance Year, replace any Performance Measure in this Schedule H with a new Performance Measure, on a reasonable like for like basis, with no change to the Baseline Total so that the Performance Points accruing for each single occurrence of the new Performance Measure will be the same as the Performance Measure being replaced.

4.2 The Performance Measure and Performance Points will be reviewed by consultation between the Authority and Contractor prior to the end of Year 4.

4.3 Subject to the provisions of Clause 11 (Changes to Services Required) the review will aim to set reasonable and challenging targets for the operations of the Secure Training Centre for the following five years, using Performance Measures which reflect both the Visions, Goals and Values adopted from time to time by the Authority and the ability of Authority to properly establish that a high standard of Services is being provided. For the avoidance of doubt any alterations to the Performance Measures and Performance Points will be subject to the provision of Clause 11 (Changes to Services Required).

SCHEDULE J

PAYMENTS ON TERMINATION FOR DEFAULT

The amount payable by the Authority to the Contractor following termination of the Contract as contemplated in Clause 54 (Termination for Default) following the date of the Independent Engineer's Declaration shall, provided that the Banks have complied with their obligations to the Authority under the Direct Agreement (and in particular but without limitation their obligation to use all reasonable endeavours as set out in Clause 8.5 of the Direct Agreement) be calculated as follows:

(i) the Lender Liabilities as at the Termination Date (but disregarding for these purposes any costs or expenses incurred by the Banks in connection with such termination, including for the avoidance of doubt but without limitation, any costs or expenses incurred in respect of procuring a Substitute Entity or new Sub-contractors); **less**

(ii) rectification and additional costs incurred by the Authority as defined below (the "**Rectification and Additional Costs**").

Provided that such amount shall never be less than zero.

The Rectification and Additional Costs shall be comprised of the following items (but without double counting):

(a) the amount of any Capital Expenditure (and incidental construction costs) reasonably required for private sector operators of secure training centres generally to place the Secure Training Centre in the condition required under the Contract as at the Termination Date and such further Capital Expenditure (and incidental construction costs) as would be required by any such private sector operator to perform the Services **less**:

(i) insurance proceeds which are

(aa) received pursuant to policies maintained in accordance with Clause 6.1 and

(bb) may be freely applied by the Authority against such expenditure;

(ii) the amount standing to the credit of the bank account established pursuant to Clause 63.3 (Termination Survey), to the extent that such amount may be freely applied by the Authority against such expenditure;

(iii) the amount (if any) payable to the Authority pursuant to any collateral warranties provided by the Construction Sub-contractor to the Authority in accordance with Clause 8.2 (Sub-contracting) in connection with such expenditure (except to the extent such amounts are not or will not be recoverable by reason of the inability of the Construction Sub-contractor to pay its debts as they fall due); and

(iv) all amounts payable but unpaid by the Authority in respect of such Capital Expenditure under the Contract, to the extent the work in respect of which such amounts are payable has been duly completed;

(b) NOT USED.

(c) any amounts reasonably and directly payable or incurred by the Authority to third parties in respect of the termination of the Contract (other than any payment calculated pursuant to this Schedule J) and the taking over of the Secure Training Centre by the Authority, including without limitation any amounts consequent upon the application of the provisions of the Transfer of Undertakings (Protection of Employment) Regulations 1981, and any amounts incurred or to be incurred by the Authority (to the extent that such amounts are in excess of the amounts that the

Authority would have been paying in respect of such Trainees under the Contract had it continued ("**Excess Amounts**")) to provide secure accommodation of an equivalent standard for Trainees previously placed in the Secure Training Centre (whether or not payable or incurred to third parties, but taking into account the availability of suitable accommodation at other secure training centres or at alternative secure locations at the time) for such period as is required (i) to place the Secure Training Centre (or such part thereof as may be damaged) in the condition required under the Contract and (ii) to render it capable of being used to provide the Services. For the avoidance of doubt, the Authority is under no obligation to mitigate Excess Amounts incurred in respect of the 6 week period from the Termination Date, but shall (having regard to those matters referred to in the Clause 5.8(c)(i) (Indemnity)) to the extent reasonably practicable endeavour to mitigate any Excess Amounts incurred in respect of any period following such 6 week period;

provided always that the sum of any Excess Amounts shall be calculated by deducting from the total of the Excess Amounts, the aggregate of:

(A) any damages for breach of contract received by the Authority in respect of the failure by the Contractor during the period for which such Excess Amounts are calculated to provide Available Trainee Places;

(B) any insurance proceeds received by the Authority under the insurances maintained by the Contractor pursuant to Clause 6 (Insurances) in respect of the failure by the Contractor during the period for which such Excess Amounts are calculated to provide Available Trainee Places; and

(C) any amounts received by the Authority pursuant to the indemnity set out in Clause 5.1(b) (Indemnity) in respect of the period for which such Excess Amounts are calculated;

(d) the costs reasonably and directly incurred by the Authority or expected to be incurred by the Authority in taking over the Secure Training Centre, including without limitation all such reasonable and direct costs of the Authority in relation to the establishment of the management structure and administrative (including headquarters) support which is required in taking over the Secure Training Centre and recruitment of personnel to work at such headquarters or at the Secure Training Centre, to the extent not included in paragraphs (a)-(c) PROVIDED THAT if the aggregate of the amounts referred to in this sub-paragraph (d) would exceed the Cap then for the purposes of the calculation of the amount of the Rectification and Additional Costs this sub-paragraph (d) shall be taken to be equal in aggregate to the Cap. For the purposes of this sub-paragraph (d), the "**Cap**" means the sum of [redacted] which sum shall be increased by the percentage increase in RPI from the Date of Contract; and

(e) additional costs (if any) required to operate the Secure Training Centre in full conformity with the Contract from the Termination Date to the Expiry Date (calculated as the aggregate of:

(A) Replacement Operator Cost; **less**
(B) Operating Costs).

For the purposes of calculating the amount payable under this Schedule J:

(A) the Rectification and Additional Costs shall be calculated by the Costs Expert who shall be instructed as follows:

(i) the nominal amounts of the Rectification and Additional Costs will be discounted to their present value as at the Termination Date at a discount rate equal to the sum of (i) the prevailing rate of inflation as evidenced by the RPI as at such date and (ii) [redacted] %;

(ii) the Replacement Operator Costs shall be the costs of procuring a third party in the private sector to provide the Services from the Termination Date to the next Benchmarking Date (excluding any costs relating to capital expenditure) to the level of performance required

by the Contract and assuming that there are no Incremental Trainee Places during such period. In determining the Replacement Operator Costs, the Costs Expert shall consult with Qualifying Entities and have regard to the relevant costs of such other private sector entities;

(iii) if there are no Qualifying Entities or the Costs Expert is unable to obtain the relevant information referred to at paragraph (ii) above within a practicable time period, the Costs Expert shall determine Replacement Operator Costs on the assumption that such an entity exists and has the appropriate qualifications, technical competence and experience; and

(iv) if paragraph (ii) above applies and the Costs Expert believes that he is unable properly to determine Replacement Operator Costs on the basis of paragraph (iii) above, the Costs Expert shall consult with the Authority to ascertain the costs of performing the Services by the Authority and determine Replacement Operator Costs on the assumption that the Authority performs the Services on commercial principles with a view to profit and shall include (if the same would not otherwise be included) the expected reasonably and directly incurred cost to the Authority of maintaining the management structure and administrative (including headquarters) support required by the Authority for the Secure Training Centre.

(B) the provisions of paragraph 5 of Schedule O (Dispute Resolution Procedure) shall apply to the Costs Expert mutatis mutandis.

For the purposes of this Schedule, the following expressions shall have the meanings set out below:

"**Costs Expert**" means one of three persons nominated by the Agent and approved by the Authority (acting reasonably) provided that (i) the Authority shall inform the Agent whether or not any such person is acceptable within 30 days of receiving a request from the Agent, and (ii) if none of the persons nominated by the Agent is acceptable to the Authority (acting reasonably), the Costs Expert shall be chosen by the President of the Chartered Institute of Arbitrators within 30 days of any application for selection by either party;

"**Notice Date**" means the date upon which the Authority serves a Termination Notice;

"**Operating Costs**" means the amounts that would have been payable to the Contractor by way of Indexed Availability Fee and Indexed Costs Fee (in each case as defined in Schedule G) had the Contractor performed until the next Benchmarking Date (excluding any costs relating to capital expenditure) its obligations (as to provision of Available Trainee Places and Performance Measures) to the level such obligations are required to be performed hereunder;

"**Qualifying Entities**" means private sector entities performing services substantially similar in nature to the Services.

"Replacement Operator Costs" means as defined in sub-paragraph A(ii) above.

SCHEDULE K

PAYMENTS ON VOLUNTARY TERMINATION OR AUTHORITY PAYMENT DEFAULT

The amount payable by the Authority to the Contractor at any time following termination of the Contract pursuant to Clause 56 (Voluntary Termination by the Authority) or Clause 56A (Termination for Authority Default) shall be the aggregate of:

(i) the Lender Liabilities as at the Termination Date;

(ii) the Equity Value of the Contract as at the Termination Date; and

(iii) reasonable redundancy payments made by the Operating Sub-contractor not to exceed as at December 2002 values (to be indexed to the Termination Date at RPI inflation plus % per annum in accordance with increases in the Indexed Costs Fee detailed in Schedule G) incurred by reason of the termination,

where:

"**Assumptions**" are as follows:

(i) that RPI inflation will at all times following the Termination Date be equal to the average of:

(a) RPI inflation for the twelve month period preceding the Termination Date; and

(b) HM Treasury's published forecast for RPI inflation for the twelve month period after the Termination Date;

(ii) that cost inflation in respect of wage and salary costs will be RPI inflation plus % per annum;

(iii) that cost inflation in respect of non-wage and salary costs will be RPI inflation;

(iv) that the number of Available Trainee Places and Performance Measures in respect of each period following the Termination Date will be the same as the average number of Available Trainee Places or Performance Measures (as the case may be) for the period from the Full Operation Date to the Termination Date, and that there are no Incremental Trainee Places on each day in respect of any period;

(v) that the tax rates and tax regime in effect on the Termination Date will continue in effect until the Expiry Date (regardless of any proposals to change such rates or regime as at the Termination Date);

(vi) that the debt pursuant to the Financing Agreements and any debt of the Contractor due to the Shareholders will be serviced and repaid in accordance with the terms relating thereto and that (to the extent funds are forecast as being available) the Contractor will comply with all other terms relating to such debt;

(vii) that (to the extent funds are forecast as being available) distributions are made to the Shareholders such that all available cash is distributed subject to the terms of the Financing Agreements and the provisions of the Companies Acts (as in force on the Termination Date);

(viii) that interest rates after the Termination Date will at all times remain at the levels in effect under the terms of the Hedging Agreements as at the Termination Date or, in respect of amounts outstanding under the Financing Agreements which are unhedged, at the six month LIBOR rate as at the Termination Date;

(ix) that the Contractor carries on no business other than that of operating the Secure Training Centre;

(x) that no variation of the Contract Price occurs after the Termination Date (except as provided by Schedule G);

(xi) that the Contract, and the Operating Contract (or any replacement thereof in effect prior to the giving of the relevant Termination Notice), continues on the terms that are in effect immediately prior to the Notice Date without any subsequent amendment or variation thereto;

(xii) that the Operating Sub-contractor is operating the Secure Training Centre;

(xiii) that the Contract ends on the Expiry Date; and

(xiv) that for the avoidance of doubt the indexation factor used to inflate the amount referred to in this clause shall be equal to RPI + % per annum.

"**Equity Value**" is the lesser of:

(i) the sum of:

(a) the present value of the cashflows to and from subordinated debt, comprising of subordinated debt advanced to the Contractor and interest and repayments paid by the Contractor in respect of subordinated debt after any deduction required to be made by the Contractor, forecast to arise from the Termination Date to the Expiry Date, calculated by discounting each amount from the middle of the period to which it relates to the Termination Date at the IRR;

(b) , in respect of the Future Operating Margin; and

(c) , in respect of share capital.

and

(ii) the present value of (a) the Extracted Cash Flows forecast to arise from the Termination Date to the Expiry Date and (b) the Future Operating Margin, calculated by discounting each amount from the middle of the period to which it relates to the Termination Date at the IRR;

"**Escrow Document**" means the document containing information in respect of the Operating Sub-contractor's receipts and costs which the Contractor places in escrow with a person approved by both the Contractor and the Authority prior to the signing of the Contract and to be released from escrow solely if voluntary termination in accordance with Clause 56 (Voluntary Termination by the Authority) occurs;

"**Extracted Cash Flows**" means the periodic cash flows from the Date of Contract to the Expiry Date extracted from the Project Cash Flows showing (as net per period sums) amounts invested by the Shareholders in the Contractor and amounts received or forecast as being received by the Shareholders from the Contractor which will comprise the following:

(i) the share capital of the Contractor that is paid up;

(ii) subordinated debt advanced to the Contractor;

(iii) dividends paid or to be paid by the Contractor after any deduction required to be made by the Contractor; and

(iv) interest and repayments paid by the Contractor in respect of subordinated debt after any deduction required to be made by the Contractor;

"**Future Operating Margin**" means, in respect of any period following the Termination Date, the operating margin that would have been earned by the Operating Sub-contractor in respect of such period, being the Operating Margin Percentage multiplied by the amount forecast in the Project Cash Flows as payable by the Contractor to the Operating Sub-contractor pursuant to the Operating Contract during such period;

"**IRR**" means the internal rate of return of the Extracted Cash Flows;

"**Operating Margin Percentage**" means the average operating margin earned by the Operating Sub-contractor in each period from the Full Operation Date to the Termination Date expressed as a percentage of the payment received by it from the Contractor pursuant to the Operating Contract (such operating margin being the difference between such payments received by the Operating Sub-contractor and the Operating Sub-contractor's costs, the calculation of such receipts and costs being completed using as a guide the Escrow Document);

"**Project Cash Flows**" means cash flows (prepared on the basis specified in Clause 60.7) showing the actual periodic cash flows of the Contractor and the Operating Sub-contractor from the Date of Contract to the Termination Date, and the forecast periodic cash flows of the Contractor from the Termination Date to the Expiry Date, in each case taking into account all receipts and expenditure and taxes payable or forecast as payable by the Contractor in respect of the financing, operation and maintenance of the Secure Training Centre and all dividends and other amounts paid or forecast as to be paid by the Contractor to the Shareholders during each period and determined (in the case of forecast periodic cash flows) in accordance with the Assumptions.

SCHEDULE L

DRAFT LEASE AND PLAN OF SITE

DATED 2003

YOUTH JUSTICE BOARD FOR ENGLAND AND WALES

-and-

STC (MILTON KEYNES) LIMITED

-and-

SECURICOR CUSTODIAL SERVICES LIMITED

LEASE

-in respect of-

Milton Keynes
Secure Training Centre
Milton Keynes

MICHELMORES

Solicitors

18 Cathedral Yard Exeter EX1 1HE
DX 8304 Exeter
Tel 01392 436244 Fax 01392 215579
rcs@michelmores.com

Ref: MXB/RCS/9205/41

LEASE dated the day of 2003

1. Particulars

1.1	**the Landlord**	**YOUTH JUSTICE BOARD FOR ENGLAND AND WALES** of 11 Carteret Street London SW1H 9DL
1.2	**the Tenant**	**STC (MILTON KEYNES) LIMITED** whose registered office is at Sutton Park House 15 Carshalton Road Sutton Surrey SM1 4LD (Company Registration No 04508947)
1.3	**the Operating Sub-contractor**	SECURICOR CUSTODIAL SERVICES LIMITED whose registered office is at Sutton Park House 15 Carshalton Road Sutton Surrey SM1 4LD (Company Registration No 390328)
1.4	**the Premises**	**ALL THAT** the land and buildings situate at Chalgrove Field Oakhill Milton Keynes Buckinghamshire being (save as to the land shown coloured brown on the Plan) all of the land comprised in title number BM273024 and shown edged in red on the Plan to be known once a Secure Training Centre has been constructed thereon or on part or parts thereof in accordance with the provisions of the Contract as the Milton Keynes Secure Training Centre
1.5	**the Term**	30 years commencing on the date of this Lease
1.6	**the Rent**	per annum

2. Definitions

2.1 For all purposes of this Lease the terms defined in clauses 1 and 2 have the meanings specified

2.2 **"Building"** means the buildings and structures now or at any time during the Term erected on the whole or part of the Premises

2.3 **"Business Rates"** has the meaning given to it by the Contract and shall be deemed to include any sum tax or charge payable in lieu thereof or in substitution therefore

2.4 **"the Contract"** means the Contract entered into by the Landlord pursuant to the provisions of Section 7 of the Criminal Justice and Public Order Act 1994

dated the day of 2003 and made between the Landlord of the one part and the Tenant of the other part and includes where the context so admits any novation of the Contract entered into by the Landlord with a Substitute Entity

2.5 **"Development"** has the meaning given by Section 55 of the Town and Country Planning Act 1990

2.6 **"Direct Agreement"** has the meaning given to it in the Contract

2.7 **"Losses"** has the meaning given to it in the Contract

2.8 the **"Plan"** means the plan annexed to this Lease

2.9 the **"Planning Acts"** means the Town and Country Planning Act 1990 the Planning (Listed Buildings and Conservation Areas) Act 1990 the Planning (Hazardous Substances) Act 1990 the Planning (Consequential Provisions) Act 1990 and the Planning and Compensation Act 1991 and all statutes regulations and orders included by virtue of clause 3.7

2.10 "Purchaser" has the meaning given to it in the Direct Agreement

2.11 the **"Scheduled Opening Date"** has the meaning given to it in the Contract as varied in accordance with the provisions of the Contract

2.12 **"Secure Training Centre"** has the meaning given to it in the Contract

2.13 **"Substitute Entity"** has the meaning given to it in the Contract

2.14 **"Value Added Tax"** or **"VAT"** means value added tax or any tax of a similar nature that may be substituted for it

3. Interpretation

3.1 If there shall at any time be any conflict or inconsistency between the provisions contained in this Lease and those contained or referred to in the Contract the provisions of the Contract shall prevail

3.2 The expressions the **"Landlord"** and **"Tenant"** and the **"Operating Sub-contractor"** wherever the context so admits include the persons for the time being entitled to the reversion immediately expectant on the determination of the Term and the successors in title of the Tenant and the Operating Sub-contractor respectively

3.3 Where the Landlord the Tenant and the Operating Sub-contractor for the time being are two or more persons obligations expressed or implied to be made by or with such party are deemed to be made by or with such persons jointly and severally

3.4 Words importing one gender include all other genders and words importing the singular include the plural and vice versa

3.5 The expression the **"Premises"** includes:

3.5.1 the Building;

3.5.2 all additions and improvements to the Premises;

3.5.3 all the Landlord's fixtures and fittings and fixtures of every kind which shall from time to time be in or upon the Premises whether originally affixed or fastened to or upon the Premises or otherwise;

and references to the Premises in the absence of any provision to the contrary include any part of the Premises

3.6 Any covenant by the Tenant not to do an act or thing shall be deemed to include an obligation to use reasonable endeavours not to permit or suffer such act or thing to be done by another person

3.7 Any references to a specific statute include any statutory extension or modification amendment or re-enactment of such statute and any regulations or orders made under such statute

3.8 References in this Lease to any clause sub-clause or schedule without further designation shall be construed as a reference to the clause sub-clause or schedule to this Lease so numbered

3.9 The clause paragraph and schedule headings do not form part of this Lease and shall not be taken into account in its construction or interpretation

4. The Contract

The Landlord the Tenant and the Operating Sub-contractor have entered into this Lease pursuant to the provisions of the Contract

5. Demise

The Landlord demises to the Tenant and the Operating Sub-contractor with full title guarantee **ALL** the Premises **TOGETHER** with the benefit of the rights specified in the property register of Title Number BM 273024 and **TOGETHER WITH** a right of way at all times and for all purposes and with or without vehicles of all kinds of access to and egress from the Premises over the land shown coloured brown on the Plan until such land coloured brown shall be adopted as a highway maintainable at public expense **EXCEPTING AND RESERVING** to the Landlord the rights specified in the First Schedule hereto **TO HOLD** the same to the Tenant and the Operating Sub-contractor for the Term **SUBJECT** to the matters specified to in the

Second Schedule hereto **YIELDING AND PAYING** to the Landlord the Rent payable without any deduction annually on the day of each year

6. The Tenant's Covenants

The Tenant covenants with the Landlord

6.1 Rent

To pay the Rent (if demanded) on the days in the manner set out in this Lease

6.2 Outgoings and VAT

To pay

6.2.1 all taxes assessments duties charges impositions and outgoings which are now or during the Term shall be charged assessed or imposed upon the Premises or upon the owner or occupier of them excluding any payable by the Landlord occasioned by receipt of the Rent or by any disposition or dealing with or ownership of any interest reversionary to the interest created by this Lease and excluding also any Business Rates payable in respect of the Premises which for the avoidance of doubt are the responsibility of the Landlord pursuant to clause 7.2

6.2.2 Value Added Tax chargeable in respect of any payment made by the Tenant under any of the terms of or in connection with this Lease or in respect of any payment made by the Landlord where the Tenant agrees in this Lease to reimburse the Landlord for such payment **PROVIDED THAT** where the Tenant is reimbursing the Landlord for any payment made by the Landlord as aforesaid the Tenant shall only be required to reimburse the Landlord for the VAT that has been paid by the Landlord insofar as the Landlord is unable to recover such VAT as input tax

6.3 Repair and decoration etc

Once the Secure Training Centre has been constructed on the Premises in accordance with the provisions of the Contract to keep the Premises and all plant machinery fixtures fittings furnishings chattels and other equipment therein in the state of repair as required in accordance with the terms of the Contract

6.4 Planning

6.4.1 Other than as provided by Clause 14 of the Contract no application for planning permission shall be made without the previous consent of the Landlord provided that the Tenant shall not be required to obtain consent to make an application for planning permission which is necessary or expedient to enable it to carry out its obligations under the Contract

6.4.2 Not to commit any breach of an enforcement notice or breach of condition notice

6.4.3 Subject only to any statutory direction to the contrary to pay and satisfy any charge or levy that may subsequently be imposed during the Term under the Planning Acts in respect of the carrying out or maintenance of any operations on the Premises or the commencement or continuance of any user of the Premises during the Term

6.4.4 Unless the landlord shall otherwise direct to carry out and complete before the expiration of the Term

6.4.4.1 any works stipulated to be carried out to the Premises by a date subsequent to expiration as a condition of any planning permission granted for any Development begun before the expiration of the Term; and

6.4.4.2 any Development begun upon the Premises in respect of which the Landlord shall or may be or become liable for any charge or levy under the Planning Acts

6.4.5 Subject to and in accordance with the provisions of the Contract (including without prejudice to the generality of the foregoing) Clauses 10.4 and 10.5 of the Contract not to commit any breach of planning control (such term to be construed as it is used in the Planning Acts) and to comply with the provisions and requirements of the Planning Acts that affect the Premises whether as to the user thereof or otherwise

6.5 User and Nuisance etc

6.5.1 Not to use suffer or permit the Premises to be used for any purpose other than as required or permitted by the Contract

6.5.2 Not to use the Premises or any part for a sale by auction or to do or permit or suffer any act matter or thing of a dangerous noxious noisome offensive or illegal nature or which is or may become a danger nuisance or disturbance to the Landlord or the owners or occupiers of any adjoining or neighbouring land and premises

6.6 **Plans documents and information**

If called upon to do so to produce to the Landlord all plans documents and other evidence as the Landlord may reasonably require in order to satisfy himself that the provisions of this Lease have been complied with

6.7 Encroachments

6.7.1 Not to stop up darken or obstruct any windows or light belonging to the Building (other than on a temporary basis) without the consent in writing of the Landlord (such consent not to be unreasonably withheld or delayed)

6.7.2 To take all reasonable steps to prevent any new window light opening doorway path passage pipe or other encroachment or easement being made or acquired in against out of or upon the Premises and to notify the Landlord immediately if any such encroachment or easement shall be made or acquired (or attempted to be made or acquired) and at the request of the Landlord to adopt such means as shall reasonable be required to prevent such encroachment or the acquisition of any such easement

6.8 **Alienation**

6.8:1 Not to assign or underlet or part with possession of the Premises or any part or parts thereof Provided That where in accordance with the provisions of the Contract the Landlord agrees to a Substitute Entity having the benefit of all the rights and assuming all the obligations to the Landlord under the Contract or in accordance with the provisions of the Direct Agreement a Purchaser or Substitute Entity assumes the obligations and liabilities of the Contractor under the Contract nothing herein shall prevent this Lease being assigned to a Substitute Entity or a Purchaser jointly with Securicor Custodial Services Limited (or its successor)

6.8:2 Within 30 days of a Substitute Entity or Purchaser assuming the obligations of STC (Milton Keynes) Limited under the provisions in that behalf contained in the Contract the Tenant and Securicor Custodial Services Limited (or its successor) shall assign this Lease to the Substitute Entity or Purchaser and Securicor Custodial Services Limited (or its successor) for the residue of the Term

6.8.3 Within thirty days of the date of termination of an approved Sub-contract (as defined in the Contract) with Securicor Custodial Services Limited (or its successor) Securicor Custodial Services Limited (or its successor) and the Tenant shall assign this Lease to the Tenant and any other person assuming the obligations of (or similar obligations to) Securicor Custodial Services Limited (or its successor) as joint tenants or if no such other person exists assign this Lease to the Tenant alone

6.8:4 If pursuant to Clause 6.8.3 above this Lease is assigned to the Tenant alone within thirty days of another person assuming the obligations of Securicor Custodial Services Limited (or its successor) the Tenant shall assign this Lease to the Tenant and such other person as joint tenants

6.9 Landlord's Costs

To pay to the Landlord all reasonable and proper cost fees charges disbursements and expenses (including without prejudice to the generality of the above those payable to counsel solicitors and surveyors) properly and reasonably incurred by the Landlord in relation to or incidental to every application made by the Tenant for a consent or licence required by the provisions of this Lease where such consent or licence is granted or lawfully refused or proffered subject to any lawful qualification or condition or where the application is withdrawn

6.10 The Second Schedule

To observe and comply with all obligations affecting the Premises as are referred to in the Second Schedule

6.11 **Indemnity**

Subject to the provisions of Clause 52 of the Contract to fully and effectively indemnify the Landlord in respect of all Losses suffered or incurred by the Landlord arising from any breach or non-performance of the covenants and the

provisions contained or referred to in the Registers of Title Number BM 273024

6.12 Yield Up

At the expiration of the Term:

6.12.1 to yield up the Premises in the state of repair as required in accordance with the terms of the Contract and this Lease

6.12.2 to give up all keys of the Premises (or other means by which access is effected) to the Landlord

6.13 **Defective Premises**

To give notice to the Landlord of any defect in the Premises which might give rise to an obligation on the Landlord to do or refrain from doing any act or thing in order to comply with the provisions of this Lease or the duty of care imposed on the Landlord pursuant to the Defective Premises Act 1972 or otherwise

6.14 Landlord's Rights

Subject to the Landlord complying with all the provisions of the Contract applicable thereto to permit the Landlord at all times during the Term to exercise without interruption or interference any of the rights granted to him by virtue of the provisions of the Contract

7. Landlord's Covenants

7.1 Quiet Enjoyment

The Landlord covenants with the Tenant to permit the Tenant peaceably and quietly to hold and enjoy the Premises without any interruption or disturbance from or by the Landlord or any person claiming under or in trust for the Landlord

7.2 Business Rates

The Landlord shall pay any Business Rates

8. Provisos

8.1 **Determination**

8.1.1 At any time after such date as shall be twenty five years after the Scheduled Opening Date (extended as appropriate in accordance with the provisions of the Contract) the Landlord or the Tenant shall be entitled to determine this demise by giving to both the Tenant and the Operating Sub-contractor or the Landlord as the case may be not less than seven days' previous notice in

writing then and in such case immediately after the expiration of such notice this demise and everything therein contained shall cease and determine

8.1.2 If at any time during the Term the Contract shall terminate or be determined or cease to subsist for any reason the Landlord or the Tenant shall be entitled to determine this demise by giving to both the Tenant and the Operating Sub-contractor or the Landlord as the case may be not less than seven days' previous notice in writing then and in such case immediately after the expiration of such notice (but not earlier than the date that the Contract terminates or is determined) this demise and everything herein contained shall cease and determine

8.1.3 Any determination under the provisions of this Clause 8.1 shall be without prejudice to any claim by any party against the other or others in respect of any antecedent breach of any covenant or condition herein contained

8.2 Exclusion of Use Warranty

Nothing in this Lease or in any consent granted by the Landlord under this Lease shall imply or warrant that the Premises may lawfully be used under the Planning Acts for the purpose authorised in this Lease (or any purpose subsequently authorised)

8.3 Service of Notices

The provisions of Clause 74 of the Contract shall apply to any notice required to be given or served by law or hereunder

8.4 Operating Sub-contractor

The Operating Sub-contractor has entered into this Lease solely so that the Premises might be demised to it and for the avoidance of doubt has no obligations to the Landlord (express or implied) hereunder

9. Criminal Justice and Public Order Act 1994

The Landlord hereby certifies that this Lease has been granted for the purposes of a contract under the provisions of Section 7 of the Criminal Justice and Public Order Act 1994 and by virtue of such Section none of the following enactments apply to this Lease namely:

9.1 Part II of the Landlord and Tenant Act 1954

9.2 Section 146 of the Law of Property Act 1925 and

9.3 Section 19 of the Landlord and Tenant Act 1927 and the Landlord and Tenant Act 1988

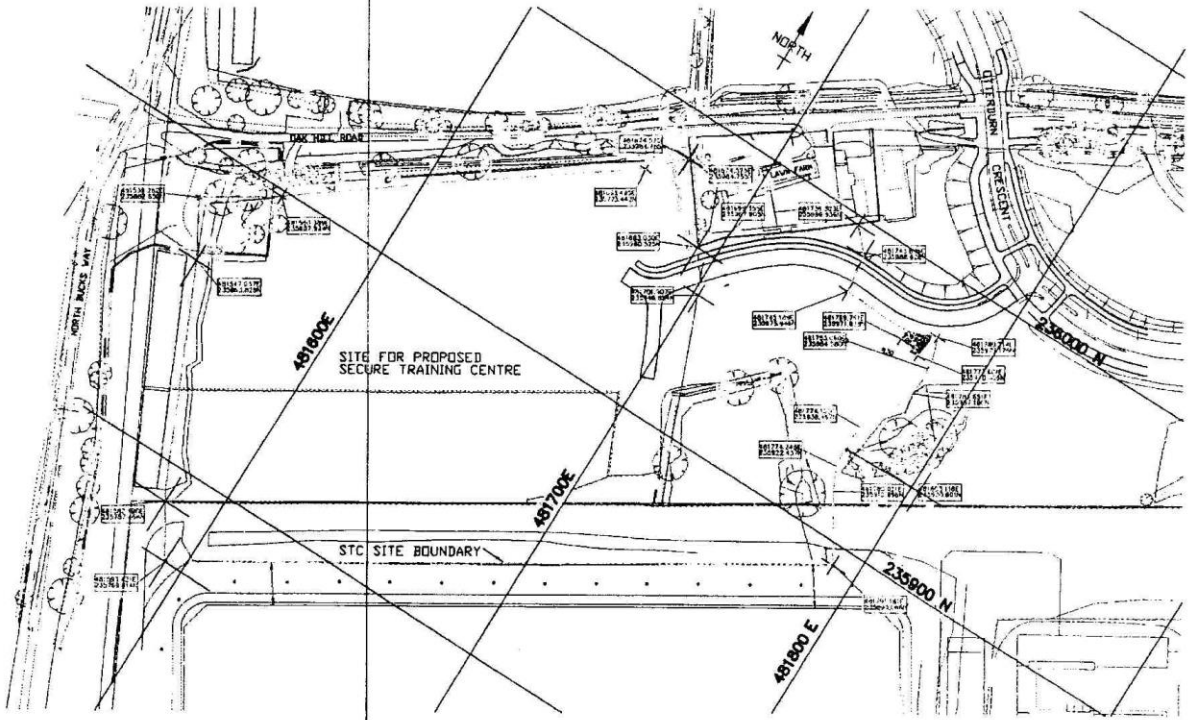
10. Contract (Rights of Third Parties) Act 1999

None of the provisions of this Lease are intended nor will operate to confer any benefit (pursuant to the Contracts (Rights of Third Parties) Act 1999) on a person who is not named as a party to this Lease

11. Consent

The Landlord hereby confirms that the consent required for this Lease under Section 35(1) of the Prison Act 1952 has been duly given

IN WITNESS of which this Deed has been executed by the parties hereto the day and year first above written



PROPOSED SECURE TRAINING CENTRE OAKHILL MILTON KEYNES
SITE PLAN - MARCH 2003 - SCALE 1:1250

THE FIRST SCHEDULE

Rights Reserved

1. The right at any time during the Term at reasonable times and upon reasonable notice except in cases of emergency to enter (or in cases of emergency to break and enter) the Premises:

1.1 to inspect the condition and state of repair of the Premises;

1.2 to take schedules or inventories of fixtures and other items to be yielded up on the expiry of the Term; and

1.3 to exercise any of the rights granted to the Landlord elsewhere in this Lease

PROVIDED THAT the person or persons exercising the rights in this Schedule shall do as little damage as possible and the Landlord shall make good at his own cost all damage occasioned by the exercise of such rights and cause as little interference as practicable to the Tenant's use and enjoyment of the Premises or any part thereof

THE SECOND SCHEDULE

Particulars of Matters affecting the Premises

1 The matters specified in the Charges Register of Title Number BM 273024 at the date hereof and the covenants contained in Clauses 4.1 and 4.2 of a transfer dated 25th June 2002 and made between The Commission for the New Towns (1) and the Youth Justice Board for England and Wales (2) insofar as the same are still subsisting and capable of being enforced and relate to the Premises and the rights hereby granted

2 The Premises are demised subject to all other rights and easements of whatever nature affecting the Premises which would be revealed by an inspection of the Premises

(**THE COMMON SEAL** of the **YOUTH**

(**JUSTICE BOARD FOR ENGLAND**
(**AND WALES** was hereunto affixed in
(the presence of:-

Authorised Signatory

(EXECUTED as a DEED by
(STC (MILTON KEYNES) LIMITED
(acting by:-

Director

Secretary

(EXECUTED as a DEED by
(SECURICOR CUSTODIAL
(SERVICES LIMITED acting by:-

Director

Secretary

SCHEDULE M

Named Representatives of the Authority

For the purposes of Clause 73.1 (Authority to Commit and Variation) of the Contract the following representatives of the Authority have authority to vary the terms and conditions of the Contract, or to commit the Authority to additional expenditure or to sign a Notice of Change.

Mark Perfect
Peter Mant
Paul Bowers
Kevin Venosi

Named Representatives of the Contractor

Paul Francis
Alistair Ray
David Taylor-Smith
Andrew Muncey

SCHEDULE N

LETTER TO HEALTH AND SAFETY EXECUTIVE

[ON LETTERHEAD OF CONTRACTOR]

The Health and Safety Executive
[ ]

Dear Sirs

Construction (Design and Management) Regulations 1994
Proposed Secure Training Centre at Milton Keynes

We [Contractor] [Substitute Entity] declare that we agree to act as the client for the purposes of the Regulations referred to above in connection with the construction of the secure training centre at [ ], the address of which is as follows:

[Set out full address of the construction site]

Documents may be served on [Contractor] [Substitute Entity] at the following address:

[Set out the full address for service of documents]

Yours faithfully

Signed by [Name][Position]
for and on behalf of [Contractor]
[Substitute Entity]

SCHEDULE O

DISPUTE RESOLUTION PROCEDURE

1. If the Named Representative of the Authority and the Named Representative of the Contractor fail to reach agreement in relation to a Dispute referred to them for settlement in accordance with Clause 82.1 within the time period referred to in Clause 82.1, either Party may refer the matter to an Adjudicator selected in accordance with paragraph 2 below.

2. The Adjudicator nominated to consider a dispute referred to him shall be selected on a strictly rotational basis from the relevant panel of experts appointed in accordance with the following:

   (a) there shall be two panels of experts, one in respect of construction matters (the "Construction Panel") and one in respect of operational and maintenance matters (the "Operational Panel"). All the experts on each panel shall be wholly independent of the Contractor, the Authority, the relevant Sub-Contractor and any of the major competitors of the Contractor or relevant Sub-Contractor;

   (b) the Construction Panel shall be comprised of 3 experts who shall be appointed jointly by the Contractor and the Authority. Such appointments shall take place within 28 days of the date of this Contract;

   (c) the Operational Panel shall be comprised of 3 experts who shall be appointed jointly by the Contractor and the Authority. Such appointments shall take place on or before the Full Operation Date;

   (d) if any member of a panel resigns during the term of the Contract, a replacement expert shall be appointed by the Contractor and the Authority as soon as practicable;

   (e) if the Authority and the Contractor are unable to agree on the identity of the experts to be appointed to the panel(s), the President for the time being of the Chartered Institute of Arbitrators shall appoint such expert(s) within 30 days of any application for such appointment by either Party.

3. Within 7 days of appointment in relation to a particular dispute, the Adjudicator shall require the Parties to submit in writing their respective arguments. The Adjudicator shall, in his absolute discretion, consider whether a hearing is necessary in order to resolve the dispute.

4. In any event, the Adjudicator shall provide to both Parties his written decision on the dispute, within 28 days of appointment (or such other period as the Parties may agree after the reference, or 42 days from the date of reference if the Party which referred the dispute agrees). The Adjudicator shall not state any reasons for his decision. Unless and until revised, cancelled or varied by the Arbitrator, the Adjudicator's decision shall be binding on both Parties who shall forthwith give effect to the decision.

5. The Adjudicator's costs of any reference shall be borne as the Adjudicator shall specify or, in default, equally by the Parties. Each Party shall bear its own costs arising out of the reference, including legal costs and the costs and expenses of any witnesses.

6. The Adjudicator shall be deemed not to be an arbitrator but shall render his decision as an expert an the provisions of the Arbitration Act 1996 and the law relating to arbitration shall not apply to the Adjudicator or his determination or the procedure by which he reached his determination.

7. The Adjudicator shall act impartially and may take the initiative in ascertaining the facts and the law. The Adjudicator shall have the power to open up, review and revise any opinion, certificate, instruction, determination or decision or whatever nature given or made under this Contract.

8. All information, data or documentation disclosed or delivered by a Party to the Adjudicator in consequence of or in connection with his appointment as Adjudicator shall be treated as confidential. The Adjudicator shall not, save as permitted by Clause 25 (Confidential Information), disclose to any person or company any such information, data or documentation and all such information, data or documentation shall remain the property of the Party disclosing or delivering the same and all copies shall be returned to such Party on completion of the Adjudicator's work.

9. The Adjudicator is not liable for anything done or omitted in the discharge or purported discharge of his functions as Adjudicator unless the act or omission is in bad faith. Any employee or agent of the Adjudicator is similarly protected from liability.

10. If:

    (a) either Party is dissatisfied with or otherwise wishes to challenge the Adjudicator's decision made in accordance with the provisions of this Schedule; or

    (b) both Parties agree,

    then either Party may (by the later of the 28th day following receipt of the Adjudicator's decision or the Full Operation Date), notify the other Party of its intention to refer the dispute to arbitration. Such notification shall invite the other Party to concur in the appointment of a sole arbitrator who shall be a solicitor, barrister or arbitrator recognised by the Chartered Institute of Arbitrators of not less than 10 years' standing (the "Arbitrator"). If the Parties are unable within 14 days to agree the identity of the Arbitrator either Party may request the President of the Law Society to make the appointment.

11. The Arbitrator shall have the power to open up, review and revise any opinion, certificate, instruction, determination or decision of whatever nature given or made under this Contract, to vary or cancel the decision of the Adjudicator and, where appropriate, to order financial compensation to be paid by one Party to the other. The arbitration shall take place in London.

12. The Arbitrator shall in his absolute discretion, make such procedural directions as he considers necessary such as ordering the Parties to provide written submissions within such time period as he considers appropriate and/or to attend such hearings as he deems necessary.

13. The Arbitrator shall deliver his decision on any matter referred to him within 28 days of concluding any hearings which may have been held in connection with the matter and in any event within 3 months (or such other period as the Parties may agree) of his appointment. The Arbitrator's decision shall be in writing and shall state his reasons for his decision. The decision of the Arbitrator shall be final and binding on both Parties. The costs of the arbitration will be in the discretion of the Arbitrator.

14. If any dispute arising under this Contract raises issues which relate to:

    (a) any dispute between the Contractor and the Construction Sub-Contractor arising under the Construction Sub-Contract or otherwise affects the relationship or rights of the Contractor and/or the Construction Sub-Contractor under the Construction Sub-Contract (the "Construction Sub-Contract Dispute"); or

    (b) any dispute between the Contractor and the Operating Sub-Contractor arising under the Operating Sub-Contract or otherwise affects the relationship or rights of the Contractor and/or the Operating Sub-Contractor under the Operating Sub-Contract (the "Operating Sub-Contract Dispute"),

then the Contractor may include as part of its submissions made to the Adjudicator or to the Arbitrator, where the dispute is referred to arbitration, submissions made by the Construction Sub-Contractor or by the Operating Sub-Contractor as appropriate.

15. The Adjudicator or the Arbitrator, as appropriate, shall not have jurisdiction to determine the Construction Sub-Contract Dispute or the Operating Sub-Contract Dispute but the decision of the Adjudicator or the Arbitrator shall, subject to Clause 27(1), be binding on the Contractor and the Construction Sub-Contractor insofar as it determines the issues relating to the Construction Sub-Contract Dispute and on the Contractor and the Operating Sub-Contractor insofar as it determines the issues relating to the Operating Sub-Contract Dispute.

16. Any submissions made by the Construction Sub-Contractor or the Operating Sub-Contractor shall:

    (a) be made within the time limits applicable to the delivery of submissions by the Contractor; and

    (b) concern only those matters which relate to the dispute between the Authority and the Contractor under this Contract.

17. Where the Construction Sub-Contractor or the Operating Sub-Contractor makes submissions in any reference before:

    (a) the Adjudicator, the Adjudicator's costs of such reference shall be borne as the Adjudicator shall specify, or in default, one-third by the Authority and two-thirds by the Contractor; and

    (b) the Arbitrator, the costs of the arbitration shall be in the discretion of the Arbitrator.

18. The Authority shall have no liability to the Construction Sub-Contractor or the Operating Sub-Contractor arising out of or in connection with any decision of the Adjudicator or Arbitrator or in respect of the costs of the Construction Sub-Contractor or the Operating Sub-Contractor in participating in the resolution of any dispute under this Contract.

19. The Contractor shall not allow the Construction Sub-Contractor or the Operating Sub-Contractor access to any document relevant to the issues in dispute between the Authority and the Contractor save where:

    (a) the document is relevant also to the issues relating to the Construction Sub-Contract Dispute or the Operating Sub-Contract Dispute as the case may be; and

    (b) the Contractor has first delivered to the Authority a written undertaking from the Construction Sub-Contractor and/or the Operating Sub-Contractor (as appropriate) addressed to the Authority that they shall not use any such document otherwise than for the purpose of the dispute resolution proceedings under this Contract and that they shall not disclose such documents or any information contained therein to any third party other than the Adjudicator or Arbitrator or any professional adviser engaged by the Construction Sub-Contractor or the operating Sub-Contractor (as appropriate) to advise in connection with the dispute.

SCHEDULE P

Management and Control of Documentation

For the purposes of this Schedule P, the following words shall have the meanings hereby assigned to them except where the context otherwise requires:

Building Control Approval means the approval of the design by the relevant authorities for building control, fire and environmental health.

Building Control Approval Room means a secure, lockable room suitable for the inspection of plans that is located either in the Local Authority Offices or on the Site.

Confidentiality Agreement means the form set out in Appendix A to this Schedule that should be completed by all sub-contractors prior to the issue of any Documentation.

Construction Phase means the period from the commencement of construction work on the Site up until the receipt of the Permit to Use.

Documentation means any item or document that relates to the Secure Training Centre and shall, without limitation, include all such documents which relate to the design, construction, commissioning and maintenance of the Secure Training Centre, including drawings (including CAD discs), reports, specifications, bills of quantities, standards, schedules, presentation brochures, photographs, models, data sheets and samples.

Documentation Repository means a dedicated and secure lockable room suitable for the storage and inspection of Documentation established by the Construction Sub-Contractor on the Site.

Documentation Security Officer means a named individual appointed by the Construction Sub-Contractor who will be based on site throughout the Construction Phase of the Contract and who will be responsible for the security of all documentation held on the site and through whom all the information issued to and from the site will be channelled.

Security Manager means a named individual appointed by the Operations Sub-Contractor who will be based at the Secure Training Centre throughout the Operational Phase of the Contract and who will be responsible for the control and security of all Documentation held at the Secure Training Centre relating to building, engineering and maintenance work.

Site means the land more particularly defined by the Lease that the Authority and the Contractor have entered into on the same date.

PART 1

Control Of Documentation During Design And Construction
Of The Secure Training Centre

1. SECURITY AND CONFIDENTIALITY OF DOCUMENTATION

1.1 The Documentation constitutes a security risk. The following procedures are designed to control and monitor the issue, use and return of the Documentation issued by the Construction Sub-Contractor and his sub-contractors and suppliers to third parties both on and off Site and the security of Documentation both on and off Site.

1.2 The Contractor shall use reasonable endeavours to ensure that the Documentation is managed and controlled by the Construction Sub-Contractor and his sub-contractors and suppliers in the manner set out in the relevant parts of this Schedule.

2. THE MANAGEMENT, CONTROL AND DISTRIBUTION OF DOCUMENTATION

2.1 The Construction Sub-Contractor shall prepare and issue Documentation for, inter alia, the following purposes:

(i) Building control approval;

(ii) Discharge consents by the Environment Agency;

(iii) Road adoption (if required) by Milton Keynes Borough Council;

(iv) Sub-contractor / supplier procurement by the Construction Sub-Contractor;

(v) Development of design and design co-ordination by his consultants, sub-contractors and suppliers; and

(vi) Co-ordination with the Independent Engineer and the Bank's technical representatives.

2.2 The Construction Sub-Contractor shall prepare and maintain a detailed design programme.

2.3 The Construction Sub-Contractor shall prepare and maintain a schedule, complete with dates, of drawings and documents that form part of the detailed design. This information shall be issued to the parties concerned on a timely basis.

2.4 The Construction Sub-Contractor shall transfer all Documentation either by hand or by recorded delivery.

2.5 The Construction Sub-Contractor shall establish and maintain a detailed log of the movement of Documentation that includes the following details:

(i) The nature of the document;

(ii) The document number;

(iii) The person receiving the document;

(iv) The reason for the issue of the document;

(v) Confirmation of the receipt of the document from the person to whom it has been issued.

2.6 The Construction Sub-Contractor shall incorporate the procedures contained in this Schedule within the quality plan for the construction of the Secure Training Centre and shall also include any other procedures relating to security and confidentiality that are developed. The Independent Engineer shall be entitled to audit the system for the control of Documentation at periodic intervals and with reasonable notice.

3. PROCEDURES FOR REPORTING THE LOSS OF DOCUMENTATION

3.1 The Construction Sub-Contractor shall require its personnel, its sub-contractors and its suppliers to report of the loss of any Documentation immediately and specify the measures that are being taken to recover the missing documents.

4. THE MANAGEMENT OF BUILDING CONTROL APPROVAL

4.1 The Construction Sub-Contractor shall obtain Building Control Approval for the design.

4.2 The Construction Sub-Contractor shall adopt the following procedures throughout the application for and after obtaining Building Control Approval, subject to obtaining the prior written consent of the Local Authority:

(i) Named officers of the Local Authority shall deal with the application for Building Control Approval;

(ii) Documentation relating to Building Control Approval shall be kept in the Building Control Approval Room or in the Documentation Repository;

(iii) Documentation shall be delivered to and collected from the Local Authority by hand and signed for by an approved signatory for so long as the Building Control Approval Room is located at the Local Authority offices;

(iv) Once Building Control Approval has been obtained, if the Building Control Approval Room is to be moved to site then all relevant Documentation shall be recovered from the offices of the Local Authority;

5. THE CREATION OF A SECURE COMPOUND FOR THE DURATION OF THE CONSTRUCTION PHASE

5.1 The Construction Sub-Contractor shall erect its office complex for the Site in a secure compound on or near the Site.

5.2 The Construction Sub-Contractor shall require any of its sub-contractors and suppliers who need offices on the Site to erect such offices in the secure compound.

6. THE CONTROL OF ACCESS TO THE SITE DURING THE CONSTRUCTION PHASE

6.1 The Construction Sub-Contractor shall erect and maintain signage throughout the Construction Phase to direct all personnel to designated parking areas outside of the boundaries of the Site.

6.2 The Construction Sub-Contractor shall install and operate a security turnstile and pass card system to control access onto the Site during the Construction Phase.

6.3 The Contractor shall maintain the security of the Site at all times throughout the Construction Phase either through the presence of a security guard or through the presence of the Construction Sub-Contractor's on site management team.

7. THE MANAGEMENT AND CONTROL OF DOCUMENTATION HELD ON SITE

7.1 The Construction Sub-Contractor shall adopt the following procedures:

(i) The Documentation Security Officer shall ensure that all Documentation stored on site is held in lockable cabinets within the Document Repository.

(ii) The Documentation Security Officer shall hold the keys to the Documentation Repository and the lockable cabinets contained therein;

(iii) The Documentation Security Officer shall provide named officers of the Local Authority with access to the Documentation held in the lockable cabinets within the Documentation Repository for any further scrutiny arising out of the construction of the Secure Training Centre;

(iv) The Documentation Security Officer shall establish and maintain a log, in accordance with Paragraph 2.5 above, of all personnel accessing the Documentation held in the Documentation Repository.

(v) The Documentation Security Officer shall control and log the movement of all Documentation on and off the site in accordance with Paragraph 2.5 above.

(vi) All personnel on site shall be required to report any unauthorised transfer of Documentation to the Documentation Security Officer who shall take appropriate action to ensure that security and confidentiality is maintained.

8. THE ISSUE OF DOCUMENTATION TO SUB-CONTRACTORS

8.1 The Construction Sub-Contractor shall adopt the following procedures:

(i) The scope of each sub-contract shall be assessed in full prior to the issue of any Documentation required for the tendering process.

(ii) All tenderers shall be briefed prior to tendering on the importance of maintaining the confidentiality and security of Documentation.

(iii) Each tenderer shall be required to complete the **Confidentiality Agreement** set out in Appendix A to this Schedule prior to issuing any Documentation to that tenderer.

(iv) Each of the sub-contractors and suppliers with offices on site shall be required to appoint a named security officer to assist the Documentation Security Officer in implementing the security and confidentiality procedures contained in this Schedule.

(v) Each tenderer shall be required to brief their own suppliers and consultants on the importance of confidentiality and security and to ensure that they in turn enter into a confidentiality agreement in similar form to the Confidentiality Agreement.

(vi) All Documentation shall be issued under cover of a Transmittal Note in the format set out in Appendix B to this Schedule that identifies the Documentation and a unique identification reference.

(vii) All Documentation shall be stamped and given a unique identification in the format set out in Appendix C to this Schedule.

(viii) Any third parties to whom Documentation is issued shall be required to confirm receipt of such Documentation by signing and returning the acknowledgement slip incorporated on the Transmittal Note.

(ix) The non-return of acknowledgement slips shall be investigated.

(x) All Documentation issued to unsuccessful tenderers shall be returned to the Construction Sub-Contractor or formally confirmed as having been destroyed.

(xi) Documentation returned by unsuccessful tenderers shall be recorded against that issued and kept available for audit inspections.

(xii) A log of the transmittal of all Documentation, the return of acknowledgement slips and the return and/or destruction of Documentation shall be established.

8.2 The Construction Sub-Contractor shall impose a contractual obligation on its sub-contractors and suppliers to operate a security and confidentiality system equivalent to that contained in Part 1 of this Schedule.

8.3 The Construction Sub-Contractor shall ensure that it is entitled to audit the security and confidentiality system of its sub-contractors and suppliers.

8.4 The Construction Sub-Contractor shall ensure that its sub-contractors and suppliers with design responsibility are required to appoint a named security officer to implement and oversee the security and confidentiality procedures required in accordance with Clause 8.2 above.

9. THE ARCHIVING OF DOCUMENTATION

9.1 After the Actual Opening Date the Construction Sub-Contractor and the Authority shall agree in writing the Documentation to be retained by the Contractor, for how long it is top be retained and the Documentation to be destroyed.

9.2 The Construction Sub-Contractor shall maintain the security and confidentiality of the Documentation to be retained in a manner approved by the Authority.

9.3 The Construction Sub-Contractor shall destroy all of the Documentation so designated, in accordance with Part 1 Clause 9.1 of this Schedule.

10. PHOTOGRAPHIC RECORDINGS OF THE SITE

10.1 The Contractor shall not permit the use of cameras and videos on Site (excluding the CCTV systems incorporated in the design of the Secure Training Centre) except with prior written approval from the Authority.

10.2 The Contractor shall ensure that the development of authorised photographs and recordings is only carried out at laboratories approved by the Authority.

PART 2

Control of Documents After The Full Operation Date

4. SECURITY AND CONFIDENTIALITY OF DOCUMENTATION

4.1 The following procedures are designed to control and monitor the issue, use and return of Documentation relating to building, engineering or maintenance works by the Operations Sub-Contractor to its sub-contractors and suppliers after the Full Operation Date.

4.2 The Contractor shall use reasonable endeavours to ensure that the Documentation is managed and controlled by the Operations Sub-Contractor and his sub-contractors and suppliers in the manner set out in the relevant parts of this Schedule.

5. THE MANAGEMENT, CONTROL AND DISTRIBUTION OF DOCUMENTATION

5.1 The Operations Sub-Contractor shall appoint a **Security Manager** who shall be responsible for the security of Documentation at the Secure Training Centre relating to building, engineering and maintenance works.

5.2 The Operations Sub-Contractor shall ensure that:

(i) The Security Manager establishes and maintains a system for the management, security, control and monitoring of Documentation that relates to building, engineering or maintenance works and, in particular, records the whereabouts of each individual document.

(ii) The Security Manager demonstrates the operation of the system prior to the issue of the Permit to Use and obtains written approval from the Authority that the system is satisfactory.

(iii) The Security Manager notifies all personnel handling Documentation of the requirements and procedures for maintaining security.

(iv) The Security Manager notifies all persons having an interest in any building, engineering or maintenance contract of the particular requirements imposed regarding the security of Documentation.

(v) The Security Manager issues the necessary Documentation to sub-contractors with building, engineering and maintenance contracts.

(vi) The Security Manager issues all Documentation either by hand or by recorded delivery.

(vii) The Security Manager establishes and maintains a detailed log of the movement of Documentation that includes the following details:

(a) The nature of the document;

(b) The document number;

(c) The person receiving the document;

(d) The reason for the issue of the document;

(e) Confirmation of the receipt of the document from the person to whom it has been issued.

(viii) The Security Manager ensures that the sub-contractors and suppliers to whom Documentation has been issued return the documents when they are no longer required and reminds them of their obligations under this Schedule to maintain security and confidentiality.

(ix) The Security Manager ensures the secure and certificated destruction of any documents that are no longer required.

6. THE PROVISION OF SECURE FACILITIES FOR THE STORAGE OF DOCUMENTATION

6.1 The Operations Sub-Contractor shall provide and maintain secure, lockable computers, cabinets and cupboards in the Secure Training Centre for storing Documentation.

6.2 The Operations Sub-Contractor shall lock the computers, cabinets and cupboard used for storing Documentation when they are not in use.

7. THE SECURITY OF DOCUMENTATION

7.1 The Operations Sub-Contractor shall continue to safeguard and secure Documentation after the completion of building, engineering or maintenance works.

7.2 The Operations Sub-Contractor and the Authority shall review the Documentation held after the completion of any building, engineering or maintenance works and shall agree in writing what Documentation shall be retained, what Documentation shall be handed over to the Authority and what Documentation shall be destroyed.

7.3 The Operations Sub-Contractor shall store all Documentation to be retained in secure, lockable computers, cabinets and cupboards either in the Secure Training Centre or at other sites in a manner that maintains the security and confidentiality of the Documentation to be retained and has been approved by the Authority.

7.4 The Operations Sub-Contractor and the Authority shall review the Documentation held after the expiry of the Contract and shall agree in writing the Documentation to be retained by the Contractor, the period for which it is to be retained, the Documentation to be handed over to the Authority and the Documentation to be destroyed.

PART 3

Document Issue To The Authority

1. THE ISSUE OF SPECIFIED DOCUMENTS WITHIN THE REQUIRED TIMESCALES

1.1 The Contractor shall issue to the Authority the Documentation identified in Appendices D and E to the relevant parties described in those appendices.

1.2 The Contractor shall issue the Documentation identified in Appendices D and E to this Schedule in a timely manner so as to provide the Independent Engineer with reasonable time to discharge his duties and responsibilities under the Contract and as a minimum not later than 5 working days after the receipt of any reasonable request by the Independent Engineer.

1.3 The Contractor shall issue the remainder of the Documentation identified in Appendix D to this Schedule as and when the Documentation becomes available and as a minimum not later than one month after the Full Operation Date.

2. THE RECORDING OF CHANGES TO SCHEDULE A

2.1 The Contractor shall record in the change register and update the relevant Documentation to reflect any material changes to Schedule A (Design and Build Specifications) that are made after the Full Operation Date.

2.2 The Contractor shall issue the revised change register and any updated Documentation in a timely manner after any material change and as a minimum no later than one month after the completion of work undertaken.

PART 4

As Built Drawings, Maintenance and Operating Manuals

1. THE ISSUE OF SPECIFIED DOCUMENTS TO THE AUTHORITY

1.1 The Contractor shall issue the 'As Built' Drawings, Maintenance and Operation Manuals identified in Appendix F to this Schedule to the relevant parties described in those appendixes not later than one month after the Full Operation Date.

1.2 The Contractor shall issue to the Authority in a timely manner such additional Documentation as is reasonably required to reflect the specific characteristics of the facilities of the Secure Training Centre.

1.3 The Contractor shall issue to the Authority two copies, in electronic format in similar form to the Health and Safety file, of any item provided under Part 4 of this Schedule.

APPENDIX A: Confidentiality Agreement

[Letterhead of Construction Sub-Contractor]
[date]

Dear Sirs,

CONFIDENTIALITY AGREEMENT RE: SECURE TRAINING CENTRE, MILTON KEYNES

In consideration of our disclosing, or arranging disclosure, of certain information or documentation to you relating to the above project to enable you to prepare and submit a tender price to us, you hereby undertake to us as follows:

1) You shall keep all the information and documentation secret and confidential and will not without our prior written consent, or as required in order to comply with a legal obligation to disclose, disclose or reveal the information or any part thereof to any person.

2) You shall not make, keep or reproduce any document or part thereof comprised in the information without our prior written consent.

3) If approval is given to reproduce an original document for issue to a third party, each and every copy of that document which is produced by you shall be entered into a log book or database by reference to a unique reference number adopted by you which shall incorporate the reference number on the confidentiality stamp on the original document. Before any documents are issued to third parties, you shall enter into confidentiality agreements in the same or similar terms as this Confidentiality Agreement with each prospective third party recipient.

4) You shall return all documents including documents issued to third parties and a copy of the log book or entries on the data-base to [Construction Sub-contractor] upon notification that your tender has not been successful, or upon completion of your sub-contract, whichever is the earlier.

5) You shall indemnify us against any loss or damage in respect of any claim made against us caused by any breach of the above undertakings.

Would you please sign and return a copy of this Agreement signing your acceptance of its contents by return, both by fax and by post.

Yours faithfully

[Name]
[Project Manager]
[Construction Sub-contractor]

I/we have read and agreed the contents of this Agreement and agree to be bound by the terms thereof:

Signed .....

Date .....

Please print name .....

For and on behalf of .....

Address .....

.....

.....

Position held .....

Please return to:[Construction Sub-contractor]
[Address]
[Tel]
[Fax]

APPENDIX B: Transmittal Note

[Construction Sub-contractor] Document Control Officer (DCO) Milton Keynes Secure Training Centre, [Name]	Document Security Form Project ..... Project No ..... Issue No ..... Issue Date .....

Section A

The attached documents are to be returned/destroyed at the completion of ....

Issued to ....

We enclose for your use the listed documents. It is a requirement that at the stage stated below all the listed documents be returned to us, using this document as a control. Please therefore sign Section B of this document and immediately return a copy to the Document Control Officer at the above address as confirmation of receipt together with the listed documents (whether superseded or not). A further copy of this issue sheet should be retained by yourself.

Please note that you are responsible at all times for the security of these documents (and any other related documents whether produced by [Construction Sub-contractor] or by you or your agents) whilst they are in your possession, and shall be required when taking documents outside your office to log the details (identifying the document, number, person and reason) and to return them safely.

You are to immediately inform the Document Control Officer above should any of the documents be lost.

You are further reminded that the Confidentiality Agreement in existence between us in particularly relevant to these documents.

ENCLOSED DOCUMENTS	**Reference No**	**Status**	**No of Copies**
Type of Documents			

Signed ..... Name ..... Date .....
[Construction Sub-contractor] (Print)

Section B (Recipient to immediately sign and return a copy to the DCO)

I confirm receipt of the above package

Signed ..... Name ..... Date .....
[Sub-contractor] (Print)

Section C (Recipient to immediately sign and return a copy to the DCO)

I confirm receipt of the above package

Signed ..... Name ..... Date .....
[Sub-contractor] (Print)

APPENDIX C: Document Identification Form

[Construction Sub-contractor]

THIS ORIGINAL DOCUMENT IS ISSUED FOR THE PURPOSE INDICATED BELOW AND CONTAINS INFORMATION OF A CONFIDENTIAL NATURE. FURTHER COPIES AND CIRCULATION WILL BE STRICTLY IN ACCORDANCE WITH THE CONFIDENTIALITY AGREEMENT WITH [Construction Sub-contractor]. THIS ORIGINAL MUST BE RETURNED TO [Construction Sub-contractor].

DATE: .....

PURPOSE OF ISSUE: .....

ISSUED TO: .....

REFERENCE NO: .....

_____

APPENDIX D: List of Documents to be issued by the Contractor during the Construction Phase

Document No.	Issue to	Copies	Size	Purpose	Notes
Preliminary and final drawings	Independent Engineer (on request)	Up to 2	Full	Working	
	Home Office - BEMU	1	Full	Working	
As-Built drawings	Monitor	1	Full	Reference	
	Independent Engineer	1	Full	Reference	
	Home Office - BEMU	1	Full Electronic	Record	
	YJB	1	Full	Archive	
Specifications	Independent Engineer	1	Full	Working	
	Monitor	1	Full	Reference	Final set only
	Home Office - BEMU	1	Full Electronic	Record	Final set only
	YJB	1	Full	Archive	Final set only
Schedule for fixtures, fittings and equipment etc	Independent Engineer	1	Full	Working	
	Monitor	1	Full	Reference	Final set only
	Home Office - BEMU	1	Full Electronic	Working	Final set only
	YJB	1	Full	Archive	Final set only
Forward Look Construction Report	Independent Engineer	1	Full	Working	Weekly during design and construction only
	YJB	1	Full	Working	Weekly during design and construction only
	Works Officer HMP Woodhill	1	Full	Working	Weekly during design and construction only

Document No.	Issue to	Copies	Purpose	Notes
Test Results	Independent Engineer	1	Working	During design and construction only
Test Certificates/ Commissioning Reports	Independent Engineer	1	Working	During design and construction only
	Monitor	1	Reference	During operation only
	Home Office - BEMU	1	Record	
	YJB	1	Archive	
Manuals	Monitor	1	Reference	
	Home Office - BEMU	1	Record	
	YJB	1	Archive	
	Independent Engineer	1	Reference	
Operational Plans	Monitor	1	Reference	
	YJB	1	Archive	
Maintenance Plans	Monitor	1	Reference	
	YJB	1	Archive	
	Independent Engineer	1	Reference	
	Home Office - BEMU	1	Reference	
Security Plans	Monitor	1	Reference	
	YJB	1	Archive	
Staffing Plan	Monitor	1	Reference	
	YJB	1	Archive	

Document No.	Issue to	Copies	Size	Purpose	Notes
Health & Safety Plan	Independent Engineer	1	Full	Reference	
Health & Safety File	Independent Engineer	1	Full	Reference	

1.

The Contractor will issue all of the documentation identified in this Appendix D in the format and to the scale that they were originally produced in where this is reasonably possible.

The Contractor will issue all of the documentation identified in this Appendix D in hard copy except when specifically requested otherwise and where this is reasonably possible.

APPENDIX E: List of Documents to be issued by the Contractor as part of the Application for the Independent Engineer's Declaration

Electrical Test Certificates	Independent Engineer	1	Reference
Building Regulations Approval	Independent Engineer	1	Reference
	Home Office - BEMU	1	Reference
Discharge of Planning Permission and Reserved Matters	Independent Engineer	1	Reference
	Home Office - BEMU	1	Reference
Certificate of Installation for Passenger Lifts	Independent Engineer	1	Reference
Certificate of Installation for Emergency Lighting System	Independent Engineer	1	Reference
Certificate of Installation for CCTV System	Independent Engineer	1	Reference
Certificate of Installation for Electronic Locking System	Independent Engineer	1	Reference
Certificate of Installation for Security Locking and Sliding Doors	Independent Engineer	1	Reference
Certificate of Installation for Fire Alarm System	Independent Engineer	1	Reference
Certificate of Installation for General Alarm System	Independent Engineer	1	Reference
Certificate of Installation for Bedroom Call System	Independent Engineer	1	Reference
Certificate of Installation for Emergency Generator	Independent Engineer	1	Reference
Maintenance Contract for Lifts	Independent Engineer	1	Reference
Maintenance Contract for Emergency Lighting Systems	Independent Engineer	1	Reference
Maintenance Contract for CCTV System	Independent Engineer	1	Reference
Maintenance Contract for Electronic Locking System	Independent Engineer	1	Reference
Maintenance Contract for Security Locking and Sliding Doors	Independent Engineer	1	Reference
Maintenance Contract for Fire Alarm System	Independent Engineer	1	Reference
Maintenance Contract for General Alarm System	Independent Engineer	1	Reference
Maintenance Contract for Bedroom Call System	Independent Engineer	1	Reference
Maintenance Contract on Emergency Generator	Independent Engineer	1	Reference
Statement of Compliance of Design with Health and Safety (CDM Regulations)	Independent Engineer	1	Reference
	Home Office - BEMU	1	Reference
Consent to Discharge of Storm and Foul Drainage	Independent Engineer	1	Reference
Statements of Approval of Fire Officer	Independent Engineer	1	Reference
	Home Office - BEMU	1	Reference

Copy of bona fide application for a Fire Certificate	Independent Engineer	1	Reference
	Home Office - BEMU	1	Reference
Record of Satisfactory Start-up of the Standby Emergency Generator	Independent Engineer	N/A	Witness
Certificate of Compliance of Gas Installation	Independent Engineer	1	Reference
Pressure Vessel Test Certificates	Independent Engineer	1	Reference
Certificate of Compliance with Chlorination of Drinking Water and Water Byelaws	Independent Engineer	1	Reference
Written Statement of Confirmation of Training of Appropriate Staff in Operation of Security Systems	Independent Engineer	1	Reference
Record of Satisfactory Release from a Lift	Independent Engineer	N/A	N/A
Certificates of Insurance (in accordance with Schedule R)	Independent Engineer	1	Reference
Certificates of Timber Supply (in accordance with Schedule A)	Independent Engineer	1	Reference

The Contractor will issue all of the documentation identified in this Appendix E in the format and to the scale that they were originally produced in where this is reasonably possible.

The Contractor will issue all of the documentation identified in this Appendix E in hard copy except when specifically requested otherwise and where this is reasonably possible.

APPENDIX F: List of As Built Drawings, Maintenance and Operating Manuals

Type of Document	Document	Item
Architect Drawings	Floor and roof plans (all levels)	
	Elevation	
	General sections	
	Official representative detailed sections 1:20, 1:10 of walls, roof, openings, gutters, etc	
	External works, landscaping, etc	
	Detailed plans to typical critical areas, bedrooms, etc	
	Drainage and services layout (external)	
Documents and Approvals	Outline specifications	
	Schedule of finishes and colours	
	List of main Sub-contractors and suppliers with contact names and addresses, to include:	Concrete blocks
		Bricks
		Pre-cast concrete units
		Lifts
		Mechanical Installation
		Heating Installation
		Electrical Installation
		Security and alarm installations
		Landscaping/planting
		Specialist finishes
		Windows/roof lights/glaring
		Doors
		Ironmongery
		Roofing and cladding
	Electrical test certificate	
	Planning and Building Regulations approvals	
	Maintenance contracts proposed for:	Lifts
		Heating
		External landscaping
		Fire alarm and emergency lighting
		Security installation
		BMS
		Sewage pumping system, if applicable
		Fire alarm test certificate
	Drain test certificate or letter of confirmation of test witnessed by the Construction Sub-contractor's Consulting Engineer.	
	Product guarantee and warranties (where available from original suppliers)	

Type of Document	Document	Item
	List of practice names and addresses, telephone numbers and partners/directors involved for:	Architects
		Consulting Structural Engineers
		Consulting Services Engineers
		Consulting Public Health Engineer
		Any "design and install" elements
Services Information	Operating and maintenance manuals for:	Heating
		Plumbing
		Lighting
		Electrical distribution
		Fire and security alarm installations
		BMS
		Sewage Pumps and macerators
	Manuals to include:	Full set of service drawings
		List of public utilities, addresses, emergency and contact
		Telephone numbers
		Index and referencing of sections
	Schedule of plant detailing for all items:	Location, type and size
		Manufacturers name and address
		Rating or duty
		Serial number
		Order number
	Detailed description of operating procedures to enable starting up, running and shutting down each system. Description of programmer operations and method for adjusting/resetting timings and temperatures, both centrally and locally.	
	Explanation of alarm/failure indications and check list of appropriate actions (including emergency procedure and contacts).	
	List of recommended spares and lubricants (to include list of those spares actually provided at practical completion).	
	Copies of electrical and mechanical test certificates, eg chlorination certificate, pressure tests and commissioning reports.	

Type of Document	Document	Item
	Detailed step by step instructions on periodic tests required on plant, eg emergency stand by generators, emergency lighting, fire/security alarms.	
	A timetable for all routine servicing, testing and maintenance of all systems, setting out in clear tabular form all weekly, monthly, quarterly, etc operations necessary to operate the systems in optimum condition.	
Structural Engineers Drawings	General arrangement drawings of:	Foundations
		Frame load bearing walls
		Floors
		Roof
		Retaining structures
		Statement of design floor and roof loadings
		Drawings of typical precast elements and their connexions
		Trial pit and borehole records

The Contractor will issue all of the documentation identified in this Appendix F in the format and to the scale that they were originally produced in where this is reasonably possible.

The Contractor will issue all of the documentation identified in this Appendix F in hard copy except when specifically requested otherwise and where this is reasonably possible.

SCHEDULE Q

Outline Financial Plan

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SCHEDULE R

INSURANCES

PART 1

Minimum Insurance Requirements

Insurance During Construction Phase

1. Construction All Risks Insurances

Cover:	All risks of physical loss, destruction or damage to the Property Insured from any cause not excluded.		
Insured Parties:	1.	The Crown:	HER MAJESTY'S PRINCIPAL SECRETARY OF STATE FOR THE HOME DEPARTMENT or any agency to which powers and duties are delegated in relation to secure training centres including but not limited to the Authority.
	2.	The Contractor:	STC (Milton Keynes) Limited
	3.	The Construction Sub-contractor:	M J Gleeson Group Plc
	4.	and sub-contractors and suppliers (for site activities only) of any tier and servants or agents acting on their behalf.	
	5.	Consultants to 1, 2 and 3 above (for site activities only).	
	6.	The Agent (for itself and the Banks).	
	for their respective rights and interests.		
Property Insured:	1.	All works and all materials, equipment and other goods for use in connection with or for incorporation therein, all facilities (including all designs, drawings, specifications and plans to be provided and work to be done by the Contractor under the contract) relating to the service, design, supply, erection, testing, setting to work and commissioning of the Project together with the temporary works or any other property goods for use in connection with or incorporation into the works whether supplied by or on behalf of the employer or installed by any insured contractor or sub-contractor or otherwise.	
	2.	Construction plant and equipment, temporary buildings and contents belonging to or the responsibility of Insured 2.	

Period:	From Financial Close until the issue of the Permit to Use plus 12 months maintenance period thereafter.
Sum Insured 1.	or the estimated Construction Contract value, whichever is the greater.
Sum Insured 2.	The indemnity value of construction plant and equipment, temporary buildings, contents and equipment.
Maximum Deductibles:	each and every loss in respect of major perils and DE4; each and every loss increasing to in respect of DE5.
Principal Extensions:	72 hours clause.
	Faulty design, workmanship and materials (DE5 for Insureds 1, 2, 3 and 6 only with DE4 Option for all Insureds).
	12 months Guarantee maintenance.
	Professional fees.
	Removal of debris and/or wreckage.
	Automatic increase clause - limit % of sum insured.
	Inflation on Incomplete Works (Limit any one loss and subject to co-insurance with a minimum of).
	Additional cost of working (Limit any one loss and subject to % co-insurance with a minimum of).
	Plans and Documents Clause (Limit).
	Automatic reinstatement (subject to an additional premium payable on claims exceeding).
	Local Authority Clause (Limit).
	Minimisation of loss.
	Fire Prevention Joint Code compliance.
	Free issue materials.
	Full value terrorism.
	Waiver of Subrogation against all Insured Parties (save Fraudulent or vitiating parties).
	Munitions of War Clause.
Principal	

Exclusions:	Loss of any of the insured property by theft or disappearance when the loss is revealed only in the course of an inventory undertaking. The cost of making good wear and tear, gradual deterioration, etc. but not consequential damage. War, invasion, acts of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection or military or usurped power. Nuclear Risks. Sonic bangs. Consequential losses not otherwise insured hereunder. E Risks Exclusion Loss of cash on notes, money orders, cheques, postal orders, bonds and postage stamps. Loss or damage to: - air or water bourne craft - Insured Property within aircraft or during transit by air or sea - any vehicle constructed for the carriage of persons or goods unless on or about the contract site or whilst used as a tool of trade - constructional plant and equipment caused by its own mechanical or electrical breakdown

2. Advance Loss of Profits for CAR (Delay in Start-Up)

Indemnity:	In respect of loss of gross revenue less variable costs during the Indemnity Period arising from a delay in the commencement of commercial operation as a result of physical loss, destruction or damage covered under the Construction All Risks Policy.
Insured Parties:	The Contractor and The Agent (for itself and the Banks) for their respective rights and interests.
Sum Insured:	or the first 18 months operating gross revenue whichever is the higher.
Indemnity Period:	18 months, to be adequate for rebuilding period plus additional planning, debris removal and the like.
Maximum Deductibles:	45 days waiting period each and every event.
Principal Extensions:	Additional Cost of Working. Accountants Clause.

Contractors Plant and Equipment Clause.

Suppliers extensions (limited to European Union based named manufacturers and suppliers for Fire, Lightning, Explosion and Aircraft perils only – limit).

Denial of Access (not limited to damage).

Principal Exclusions: The same as those for the Construction All Risks policy.

3. Third Party Liability

Cover: Legal liability of the Insured to pay (including claimants' costs and expenses) as damages in respect of:

(i) death or bodily injury to or illness or disease contracted by any person;

(ii) loss of or damage to property;

(iii) interference to property or any easement, right of air, light, water or way or the enjoyment or use thereof by obstruction, trespass, loss of amenities, nuisance or any like cause,

happening during the Period of Insurance and arising out of or in connection with the Project.

Insured Parties: As for Construction All Risks Insurances for their respective rights and interests.

Period: As for Construction All Risks Insurances.

Minimum Limit: any one occurrence/unlimited in the aggregate.

Maximum Deductibles: each and every occurrence of property damage (personal injury claims will be paid in full).

Principal Extensions: Cross liabilities.

Contractual liability clause.

Munitions of War Clause.

Costs in addition to the limit.
Worldwide Jurisdiction.

ABI pollution clause.

Principal Exclusions: Insured's own employees.

Fines, penalties, punitive or exemplary damages.

Liquidated damages.

War, invasion, acts of foreign enemies, hostilities (whether declared or not), civil war, rebellion, revolution, insurrection of military or usurped power.

Nuclear Risks.

Seepage, pollution or contamination unless caused by a sudden, unintended and unexpected happening.

Medical Malpractice.

Aircraft.

Professional Indemnity, but not excluding personal or bodily injury.

E - risks

Asbestos

Loss on damage inevitable due to the nature of the operations bringing it about.

4. Professional Indemnity

Cover:	Legal liability arising as a direct result of negligent act, error or omission arising out of professional duties.
Insured Parties:	The Construction Sub-contractor.
Limit:	each and every claim unlimited in the aggregate.
Maximum Deductible:	each and every loss.
Period:	Annual cover to be maintained from the date of contract signature for a period not less than 12 years from completion of construction, subject to Retro date being beginning of professional activities PROVIDED ALWAYS that such insurance remains generally available from insurers of good repute at a commercial price (provided that any unavailability is not caused by an act or omission of the Construction Sub-Contractor or any of its sub-contractors).
Extensions:	Including the Insured's vicarious liability in respect of consultants and sub-contractors of any tier and including a cross liabilities clause.
Memorandum:	On renewal, the Construction Sub-Contractor is to use best endeavours to procure that the policy includes a memorandum whereby:

The policy is extended to indemnify the Authority and the Contractor in respect of this Contract but only in respect of activities and duties insured hereunder and undertaken by the Construction Sub-Contractor in connection with this Contract.

The indemnity provided hereby is to apply separately to the Construction Sub-Contractor, the Authority and the Contractor and nothing herein shall preclude one of the parties from relying on this policy should a claim be brought by another of the parties.

Provided always that such indemnity is subject to all policy terms, conditions and exclusions, and that the Authority and the Contractor are subject to those same terms, conditions and exclusions in the same manner as the Construction Sub-Contractor.

5. Statutory Insurance

- Motor Third Party Liability.

- Employers Liability - indemnity any one occurrence.

Insurance During Operational Period

1. Material Damage All Risks

Cover:	All risks of physical loss or damage to the Property Insured from any cause not excluded and including Machinery Breakdown and Computer Breakdown cover in respect of appropriate equipment.
Insured Parties:	(1) The Crown and the Authority (2) The Contractor (3) The Operating Sub-Contractor (4) The Agent (for itself and the Banks) each for their respective rights and interests only.
Property Insured:	All real and personal property used for or in connection with the ownership, maintenance and operation of the Project Facilities.
Sum Insured:	An amount sufficient to pay claims on a full reinstatement value basis as approved by the Authority (such approval not to be unreasonably withheld). Day 1 basis with inflation allowance adequate to meet inflation rate applicable at the time.
Maximum Deductible:	each claim, being combined for Material Damage and Business Interruption (Section 2 below) Insurances. in respect of damage caused by Trainees
Period:	12 months and annual renewal thereafter.
Principal Extensions:	Replacement/reinstatement basis of claims settlement. Architects' and surveyors' fees. Debris removal costs. Additional costs of complying with public authority requirements. Full value terrorism Cost of labour and computer time expended in reproducing documents or computer records, including accidental or malicious erasure. Additional overtime, night work, holiday work, express freight costs and custom duties. Automatic reinstatement of sum insured.
Principal Exclusions:	War and civil war. Radioactive contamination. Deliberate acts or omissions of the Insured.

Unexplained shortages or mysterious disappearance.

The cost of making good wear and tear, gradual deterioration, rust, etc., gradually developing defects, flaws, deformation, distortion, cracks or partial fractures, defects in design, materials or workmanship but this shall not exclude subsequent damage resulting from an ensuing cause which is not otherwise excluded.

Consequential (financial) losses, loss of revenue, loss of use, etc.

Sonic boom.

Loss of or damage to vehicles licensed for road use, marine vessels or aircraft.

Fidelity losses.

E risks exclusion.

2. Loss of Revenue (Business Interruption)

Indemnity:	If any of the Property Insured under the Material Damage policy above is lost, destroyed or damaged by any of the risks insured thereunder above and the operations carried on by the Contractor and the Operating Sub-contractor are in consequence thereof interrupted or interfered with, then this insurance will indemnify the Insured in respect of loss of gross revenue.
Insured Parties:	(1) The Crown and the Authority (2) The Contractor (3) The Agent (for itself and the Banks) each for their respective rights and interests only.
Sum Insured:	An amount representing gross revenue anticipated during a 18 month period after expiry of the period of insurance.
Indemnity Period:	18 months from the commencement of the damage, inclusive of the Waiting Period.
Deductible:	Combined with Material Damage (Section 1 above) other than mechanical or electrical breakdown where 4 hour deductible shall apply in addition to the applicable deductibles for Material Damage (Section 1 above).
Extension:	Denial of Access (not limited to damage). Additional Cost of Working. Loss of Utilities.

3. Third Party Liability (including Products Liability)

Cover: Legal liability of the Insured to pay (including claimants' costs and expenses) as damages in respect of:

(i) death or bodily injury to or illness or disease contracted by any person including but not limited to prisoners held by the Insured;

(ii) loss of or damage to property;

(iii) interference to property or any easement, right of air, light, water or way or the enjoyment or use thereof by obstruction, trespass, loss of amenities, nuisance or any like cause,

happening during the Period of Insurance and arising out of or in connection with the Project.

Insured Parties:	(1) The Crown and the Authority (2) The Contractor (3) The Operating Sub-Contractor (4) The Agent (for itself and the Banks) each for their respective rights and interests only.
Period:	12 months and annual renewal thereafter.
Minimum Limit:	any one occurrence/unlimited in the aggregate but in all for products, to be increased by RPI.
Maximum Deductibles:	each and every occurrence of property damage (personal injury claims will be paid in full).
Principal Extensions:	Cross liabilities. Contractual liability clause. Costs in addition to the limit (other than North America). Worldwide Jurisdiction.
Principal Exclusions:	Insured's own employees. Loss or damage inevitable due to the nature of the operations bringing it about. Fines, penalties, punitive or exemplary damages. Liquidated damages. War, invasion, acts of foreign enemies, hostilities (whether declared or not), civil war, rebellion, revolution, insurrection of military or usurped power. Seepage, pollution or contamination unless caused by a sudden, unintended and unexpected happening. Medical Malpractice. Watercraft exceeding 10 metres in length. Aircraft. Professional Indemnity. Nuclear Risks.

Asbestos.

4. Medical Malpractice Insurance

Cover: Legal liability in respect of Medical Malpractice in relation to Medical Practitioners and Hospital/clinic facilities at the Project insofar as these are the responsibility of the Operational Sub-contractor.

Insured Parties:
(1) The Crown and the Authority
(2) The Contractor
(3) The Agent (for itself and the Banks)
(4) The Operating Sub-Contractor
each for their respective rights and interests only.

Limit: in the aggregate per annum.

Deductible: each and every claim.

5. Comprehensive Crime

Cover: Employee dishonesty and loss of money whilst on insured premises or in transit.

Insured Parties:
(1) The Crown and the Authority
(2) The Contractor
(3) The Agent (for itself and the Banks)
each for their respective rights and interests only.

Limit: in the aggregate per annum.

Maximum Deductible: each and every claim.

6. Employers' Liability

Insured Party: (1) The Operating Sub-Contractor

In a form complying with current legislation.

Minimum limit of liability - each and every claim.

Deductible: Nil.

7. Directors' and Officers' Liability

Cover: Directors' and Officers' and Company Reimbursement.

Insured Party: The Contractor.

Limit: or equivalent in other currencies.

8. Motor

In a form complying with current legislation.

PART 2

Form of Broker's Letter of Undertaking (other than Professional Indemnity Insurance)

(To the Authority)

Dear Sirs,

We confirm that the insurances (the **"Insurances"**) are in effect on and in respect of the risks set out in the attached cover notes as at the date hereof. Terms defined in the Contract Conditions shall have the same meaning in this letter.

Pursuant to instructions received from the Contractor and in consideration of your approving our appointment or continuing appointment as brokers in connection with the insurances covered by this letter, we hereby undertake in respect of the interests of the Insured Parties and the Authority in the Insurances referred to in the attached cover notes, binder or certificate from [the insurers/us]:

1. to use our reasonable endeavours to incept each policy substantially in the forms detailed in Schedule R and to have each endorsed substantially in the forms attached hereto and to notify you promptly where we fail to do so;

2. (i) to advise you promptly upon receipt of notice of any material changes, which we know to be material upon notification to us, which are proposed to be made in the terms of the Insurances and which, if effected, would result in any material reduction in limits or coverage (including those resulting from extensions) or in any increase in deductibles, exclusions or exceptions,

   (ii) to notify you at least 30 days prior to the expiry of these Insurances if we have not received instructions from the Contractor to negotiate renewal, and, in the event of our receiving instructions to renew, to advise you promptly of the details thereof, and

   (iii) to notify you at least 30 days prior to ceasing to act as brokers to the Contractor (unless owing to circumstances beyond our control we cannot give such notice in which case we shall notify you promptly upon becoming aware that we shall cease, or that we have ceased, so to act);

3. to advise you without unreasonable delay:

   (a) if any insurer cancels or gives notice of cancellation of any of the Insurances and in any event at least 28 days before such cancellation is to take effect (unless owing to circumstances beyond our control we are unable to do so in which case we shall notify you promptly upon becoming aware of such cancellation or notice of cancellation);

   (b) of any act or omission or of any event of which we have knowledge and which might reasonably be foreseen as invalidating or rendering unenforceable in whole or in part any of the Insurances; and

   (c) of any claim under any of the Insurances notified to us and required to be notified under Clause 5.7 and/or 6.7 of the Contract Conditions (and to advise each of the Crown including the Youth Justice Board for England and Wales, the Contractor, the Construction Sub-contractor and the Operating Sub-contractor of any such claim);

4. to disclose to the insurers (in confidence) and to you any fact, change of circumstance or occurrence which we know to be material to the risks insured against under the Insurances promptly when we become aware of such fact, change of circumstance or occurrence (always providing that the aforegoing shall not act to vary or displace the duty of disclosure of the Insured Parties);

5. to hold the insurance slips or contracts, the Policies with any renewal thereof of any new or substitute policies (in each case, issued only with your consent), to the extent held by us;

The above undertakings are given:

(a) subject to our lien, if any, on the Policies referred to above for premiums due under the Policies and subject to any insurers' right of cancellation (if any) following default in excess of 30 days in payment of such premiums, but we undertake to advise you as soon as practicable if any such premiums are not paid to us by the due date and to give you a reasonable opportunity of paying such amounts of such premiums outstanding before notification of cancellation on behalf of the insurers; and

(b) subject to our continuing appointment for the time being as insurance brokers to the Contractor (such appointment continuing in any event until the expiry of the relevant claims period).

This letter shall be governed by and construed in all respects in accordance with English law.

Yours faithfully

Endorsements to be attached to broker's letter:

Endorsement 1

CANCELLATION CLAUSE

In respect of CAR/ALOP/Construction Third Party Liability Policies only:

This Policy shall not be cancelable except in respect of non-payment of premium.

The Insurer shall advise the Insured:

(a) at least 30 days before such cancellation is to take effect:

(b) at least 90 days before any reduction in limits or coverage or any increase in deductibles is to take effect;

(c) of any act or omission of any event of which the Insurer has knowledge and which might invalidate or render unenforceable in whole or in part any insurance.

In respect of all other insurances other than CAR/ALOP/Construction Third Party Liability Policies

The Insurer shall advise the Insured.

(a) at least 90 days (or such lesser period (if any) as may be specified from time to time by insurers in the case of war risks and kindred perils) before any cancellation it to take effect if any Insurer cancels or gives notice of such cancellation of any insurance relative to the insurance excluding in respect of non-payment of premium where at least 30 days' notice must be given.

(b) at least 90 days' (or such lesser period (if any) as may be specified from time to time by Insurers in the case of war risks and kindred perils) before any reduction in limits or coverage, any increase in deductibles or any termination before the original expiry date is to take effect;

(c) of any act or omission or of any event of which the Insurer has knowledge and which might invalidate or render unenforceable in whole or in part any insurance.

Endorsement 2

The Insured

Each of the parties comprising the Insured shall for the purposes of this policy be considered a separate entity with the words "The Insured" applying to each as if they were separately and individually insured provided that the total liability of the Insurers under each section of this Policy to the Insured collectively shall not (unless the Policy specifically permits otherwise) exceed the Limit of Indemnity stated to be insured thereby.

Accordingly the liability of the Insurers under this Policy to any one of the Insured shall not be conditional upon the due observance and fulfillment by any other Insured of the terms of this Policy and of any duties imposed upon it relating thereto and shall not be affected by any failure in such observance of fulfillment by other such Insured.

Endorsement 3

Communications

All notices or other communications under or in connection with this policy shall be given to all insured parties in writing or by telex or facsimile. Any such notice will be deemed to be given as follows:

(i) if in writing, when delivered;

(ii) if by telex, when dispatched but only if, at the transmission the correct answer back appears, at the start and end of the sender's copy of the notice; and

(iii) if by facsimile, when transmitted but only if, immediately after the transmission, the senders's facsimile machine records the correct answer back.

The address, telex number of the Authority for all notices under or in connection with this policy are those notified from time to time by the Authority for this purpose to the Principal/Operators Insurance Broker at the relevant time. The initial address telex number and facsimile of the Authority are as follows:

The Authority: The Youth Justice Board for England and Wales

Address: 11 Carteret Street
London
SW1H 9DL

Facsimile No:

Attention: Paul Bowers, Director Service Delivery and Contracts

It is further agreed that a notice of claim given by the authority or the finance parties or any other insured shall in the absence of any manifest error be accepted by the insurer as a valid notification of a claim on behalf of all insured parties.

Endorsement 4

Waiver of Subrogation and Cross Liability

It is agreed that the relevant underwriters and Insurers shall waive any rights of subrogation against all insured parties (including any other insurance policies in force on their behalf) including The Secretary of State for the Home Department and is assignees and successors and any other agency or government body or department which has responsibility for prisons their assigns agents officers directors employees and servants (whenever acting in the capacity as such) and the Banks their assigns agents officers directors employees and servants (whenever acting in the capacity as such).

Further in respect of the liability of one Insured to another each Insured shall be entitled under the third party liability insurance to be indemnified in respect of claims made by any other Insured provided that the limit indemnity is not exceeded; this endorsement shall not apply where such rights are acquired in consequence fraud.

Endorsement 5

Claims Negotiation Rights

Notwithstanding any claim, conditions contained within the insurers agree that The Authority has the right to settle and negotiate any claims received from Third Parties subject to prior consultation with the Contractor and Insurers on any claim exceeding (as such figure is increased by the percentage increase in RPI from the date hereof).

Endorsement 6

All proceeds of these insurances arising from the project shall be payable without deduction or set-off to the account entitled “Insurance Account” in the joint names of the Authority and the Contractor, number to be advised with a Bank to be advised at an office location to be advised.

Endorsement 7

Primary Insurance

It is expressly understood and agreed that this Policy provides primary cover for the Insured and that in the event of loss damage or liability covered by this Policy which is also covered either in whole or in part under any other policy or policies of insurance effected by or on behalf of any of the parties comprising the Insured the Insurers will indemnify the Insured as if such other policy or policies of insurance were not in force and the Insurers waive their rights of recourse if any against the Insurers of other such policy or policies of insurance.

PART 3

Form of Broker's Letter of Undertaking (Professional Indemnity Insurance)

(To the Authority)

Dear Sirs

We act as insurance brokers for [ ] and can confirm that the professional indemnity insurance in respect of the risks set out in the attached cover note(s) which include [ ]involvement in the [ ]Secure Training Centre Project ("the Insurance") is in effect as at the date hereof.

Pursuant to instructions which we have received from[ ], we hereby undertake in respect of the insurance:

1. to use our reasonable endeavours to endorse the policy substantially in the form detailed in Schedule R of the Custodial Services Agreement entered into between ([ ] et al) and including the Youth Justice Board for England and Wales on *[date of contract]* (the Contract) in the form attached hereto and to notify you promptly where we fail to do so.

2. (i) to advise you as soon as reasonably practicable following receipt of notice of any material changes, which we know to be material, notified to us which are proposed to be made in the terms of the Insurance and which, if effected, would result in a breach of ([ ] et al's) obligations under Part 1 (Insurance during Construction Phase) of Schedule R or Clause 6 of the Custodial Services Agreement.

   (ii) to notify you at least 30 days prior to the expiry of the Insurance if we have not received instructions from [ ] to commence renewal negotiations and, in the event of receiving instructions to renew, to provide you with confirmation of renewal, within a reasonable period of time thereafter, and

   (iii) to notify you at least 30 days prior to ceasing to act as insurance brokers to [ ] unless, owing to circumstances beyond our control, we cannot give such notice in which case we shall notify you promptly upon becoming aware that we shall cease, or that we have ceased, so to act;

3. to advise you without unreasonable delay

   (i) if any insurer cancels or gives notice of cancellation of the Insurance and in any event at least 30 days before such cancellation is to take effect unless, owing to circumstances beyond our control, we are unable to do so in which case we shall notify you promptly upon becoming aware of such cancellation or notice of cancellation

   (ii) of any claim under the Insurance relating to the [ ] Secure Training Centre Project.

4. to disclose to the insurers any fact change of circumstance or occurrence which we know to be material to the risks insured against under the insurances promptly when we become aware of such fact change of circumstance or occurrence.

The above undertakings are given subject to:

(a) our continuing appointment for the time being as insurance broker to [ ](such appointment continuing until the expiry of the relevant claims period, subject always to receiving

notification from [ ] of its wish to transfer the handling of claims to another broker); and

(b) the extent and period that [ ] are required to maintain the Insurance in force with respect to their involvement in the [ ] Secure Training Centre Project; and

(c) our lien, if any, on the Insurance referred to above for premiums due under the Insurance and subject to any insurers' right of cancellation (if any) following default in excess of 30 days in payment of such premiums, but we undertake to advise you as soon as practicable if any such premiums are not paid to us by the due date and to give you a reasonable opportunity of paying such amounts of such premiums outstanding before notification of cancellation on behalf of the insurers.

For the avoidance of doubt but without prejudice to your rights in respect of any antecedent breach the above undertakings shall cease upon cessation of our appointment as broker to[ ].

This letter shall be governed by and construed in all respects in accordance with English law.

Notwithstanding anything in this letter, we are and remain solely the agent of [ ]and, with the exception of our obligations hereunder, owe duties only to[ ]. We accept no responsibility whatsoever for any loss, damage or expense which any person (other than[ ]) may suffer as a result of our failure to comply with the undertakings in this letter save for any loss, damage or expense arising from our wilful default or negligence.

We note that you have been advised in relation to insurance matters by [ ] and that you have relied on their advice in relation to the Insurance referred to in this letter

Yours faithfully

SCHEDULE S

EXISTING SUB-CONTRACTORS AND SUB-CONTRACTS

1. Securicor Custodial Services Limited

2. MJ Gleeson Group PLC

SCHEDULE T

PART 1

Compliance Monitoring

1. The following is a summary of the range of duties which the Independent Engineer and his representatives will carry out on behalf of the Authority:

(a) The Independent Engineer will provide project compliance monitoring and provide the Independent Engineer's Declaration as required in Clause 28 (**Independent Engineer's Declaration**) of the Contract. This is to be achieved by:

(i) monitoring the progress of the Contractor's design development and auditing the compliance of its designs and specifications against Schedule A providing progress reports to the Authority;

(ii) observing and monitoring a sufficient sample of mock-ups, fabrications, construction and installation works as to satisfy the Independent Engineer that works comply with both Schedule A and any subsequent (compliant) design development;

(iii) overseeing and auditing a sufficient sample of the Contractor's own quality assurance and project control systems and procedures to satisfy the Independent Engineer of compliance with Schedule A;

(iv) issuing non-compliance notices and overseeing the resolution of these as set out in this Schedule;

(v) carrying out procedural audits as required;

(vi) monitoring (but not conducting) the commissioning of components of the building. The Independent Engineer will achieve this by auditing and monitoring the work and auditing the records of the parties commissioning and witnessing the testing of such works for or on behalf of the Contractor; and

(vii) during commissioning stage, receiving the results of all tests on a daily basis and monitoring the records in order to ascertain that the commissioning is in accordance with the parameters established in Schedule A.

For the avoidance of doubt references to Schedule A in this Schedule include references to Schedule A as amended by the Authority or with the Authority's approval pursuant to Clause 11 (**Changes to Services Required**) and/or this Schedule T Parts 3 and 4.

(b) The Independent Engineer will facilitate the Authority's review of changes under the change control procedures as set out in Part 3 of this Schedule T. The Independent Engineer has no authority to vary Schedule A. The Named Representatives of the Authority alone may authorise such variations in accordance with Clause 11.

(c) The Independent Engineer will facilitate the Authority's review of the Contractor's requests for changes under Clause 11 of the Contract, in accordance with the procedures contained within this Schedule.

For the avoidance of doubt, the Independent Engineer has no authority to change Schedule A.

(d) The Independent Engineer will monitor the progress of the Project with respect to the Contractor's programme and advise the Authority whether the Full Operation Date is likely to be different from the Scheduled Opening Date.

2. The Contractor is required to provide information and documentation to the Independent Engineer necessary to enable him to discharge his responsibilities and duties. This information includes but is not limited to the following:

(a) copy of the master programme for the Works;

(b) copy of the weekly or similar detailed programmes showing when the Contractor intends to carry out key activities whether off or on site;

(c) a list of relevant meetings taking place and copies of minutes required;

(d) copies of working drawings, schedules and specifications prepared for the Works as requested by the Independent Engineer and sufficient to demonstrate compliance against Schedule A;

(e) unhindered access to non commercial correspondence, designs, drawings, documents register, technical and audit reports, consents, certificates and specifications to a level necessary to allow the Independent Engineer to assess compliance;

(f) copies of all correspondence relating to planning matters;

(g) unhindered access to non-commercial documents concerning procurement schedules and orders placed; lists of main suppliers, main and specialist Sub-contractors working for the Construction Sub-contractor;

(h) unhindered access to all quality control and quality (assurance) records including procedures and method statement for the Works. The Independent Engineer may request extracts of the Contractor's method statements from these files;

(i) copies of all non-compliance notices generated by the Contractor and by the Construction Sub-contractor under the Construction Contract and clearance of the same;

(j) copies of commissioning reports;

(k) copies of as-built drawings, operating and maintenance manuals and the other documentation as set out in Part 3 of Schedule P together with any other documentation which the Construction Sub-contractor performing design and building works for the Contractor will produce when handing over the Secure Training Centre and the Site to the Contractor;

(l) copy of the Health and Safety Plan and access to safety reports;

(m) copy of the Project Plan (which details how the Works shall be carried out) except the commercial section;

(n) copy of the building snagging list prior to handover of the Secure Training Centre to the Operating Sub-contractor;

(o) copies of the minutes of monthly meetings between the Construction Sub-contractor and its principal Sub-contractors and, to the extent that the Independent Engineer so requests, any other Sub-contractors;

(p) detailed monthly progress reports prepared by or on behalf of the Contractor concerned with the Contract;

Documents to which unhindered access will be provided by the Contractor will be located at the Construction Sub-contractor's office at MJ Gleeson Site Office, Chalgrove Field, Otterburn Crescent, Oakhill, Milton Keynes prior to commencement on site, and thereafter at the Secure Training Centre site offices.

3. The Independent Engineer will hold regular meetings at which he will discuss compliance matters with the Contractor and /or Construction Sub-contractors. He may wish to attend meetings between the Contractor and the Construction Sub-contractor if appropriate (and this will be by agreement with the Contractor).

4. The Independent Engineer will be the first channel of communications with the Contractor on matters concerning design and construction and compliance monitoring. However, the Independent Engineer's Declaration will be signed by a director in the firm appointed as Independent Engineer.

5. The Contractor is responsible for delivering the Works, and the Authority does not give approval to his work. The Contractor will ensure the timely issue of the Independent Engineer's Declaration. The Independent Engineer will promptly bring matters to the attention of both the Authority and the Contractor and the Construction Sub-contractor which may adversely affect the issue of the Independent Engineer's Declaration. The non-compliance note appended with this Schedule shall be used by the Independent Engineer for this purpose. The Contractor will act on these comments in sufficient and reasonable time to allow the timely issue of the Independent Engineer's Declaration.

PART 2

Framework For Demonstrating Compliance During Design Development And Construction

1. **Compliant Design Development**

Design Development is the development by the Construction Sub-contractor of the design of the Works within the scope and intent of the documents contained within Schedule A and including any necessity to meet planning, building control, fire, health and safety or other statutory requirements or approvals to ensure the Works can be built as designed in order to finalise the design. It will also include development of the design to allow subsequent construction of the Works to be safely and practicably executed.

2. **Non-Compliant Design Development**

Any change to Schedule A which does not constitute Design Development will be considered to be a Contractor's change and shall be dealt with in accordance with the Contract and Part 3 of this Schedule T (**Change Control Procedure).**

3. **Means of Demonstrating Compliance**

Drawing revisions will be marked up to show changes or otherwise noted as they are issued. The Contractor and the Construction Sub-contractor shall forward to the Independent Engineer

(i) any significant changes within Design Development (but not minor changes to the drawings made to work-up the design to greater detail);

(ii) written applications for changes to Schedule A which require the Authority's approval to proceed. These shall be dealt with in accordance with Part 3 of this Schedule T (**Change Control Procedure**)

In each case the Contractor and Construction Sub-contractor will prepare a report for the Independent Engineer describing the nature of the change, explaining why it is thus proposed and if appropriate requesting the Authority's approval to proceed in accordance with Part 3 of this Schedule T. The notice of change proforma appended to this Schedule T shall be used by the Contractor for this purpose.

In the event that the Independent Engineer does not accept the classification of the design change made by the Contractor and the Construction Sub-contractor he shall inform the Contractor and the Construction Sub-Contractor within a period of 7 working days and shall treat the submission made by the Contractor and the Construction Sub-Contractor as one within Design Development or as a change to Schedule A to be dealt with in accordance with Part 3 of this Schedule T as he considers appropriate. In the event that the Independent Engineer considers that any aspect of a design change submitted to him by the Contractor and the Construction Sub-contractor in accordance with this paragraph 3 or which comes to his attention during any audit of the Contractor and the Construction Sub-contractor's design documentation is not within Design Development, then the Independent Engineer will notify the Authority, Contractor and the Construction Sub-contractor within 7 working days accordingly. This may include the issue of a non-compliance notice. The Contractor (and in turn the Construction Sub-contractor) will respond and clear all reports with the Authority in accordance with Part 3 of this Schedule (**Change Control Procedure**).

The Contractor, the Independent Engineer and the Construction Sub-contractor will meet monthly or more frequently if agreed to review the status of project compliance as shown in the schedule kept for this purpose, with a view to resolving any outstanding compliance matters to prevent delay or future interpretation problems. The Independent Engineer will respond to the Contractor

within 14 working days on all matters submitted as Design Development and subsequently classified as Design Development.

4. **Audit Trail**

As part of this procedure the Contractor will and shall procure that the Construction Sub-contractor will set up a formal audit trail keeping records of all compliance requests together with the accompanying documentation (including the highlighted drawings), which will clearly demonstrate that the working drawings comply with Schedule A.

5. **Test of Reasonableness**

If there is a disagreement between the Contractor and the Independent Engineer in relation to the issue of a non-compliance notice, the Independent Engineer will test the proposed change against the joint criteria of equivalent or improved level of custodial service, and also the specified operational performance and durability of the Secure Training Centre and the Site. Should the disagreement persist the Independent Engineer will provide detailed reasons for his concerns. This may require further information to be supplied by the Contractor and the Construction Sub-contractor.

6. The procedure set out in Parts 2 and 3 of this Schedule will be extended to cover all subsequent stages of the Works up to the Independent Engineer's Declaration. This will include Design Development at any time including that presented by Sub-contractors once the Construction Sub-contractor has put the Works out to tender.

Nothing done by the Independent Engineer in accordance with Clause 16 of the Contract or this Schedule T shall in any respect relieve or absolve the Contractor from its responsibility for the Works under or in accordance with the Contract.

PART 3

Change Control Procedures

Introduction

1 Part 3 of this Schedule sets out the procedure for changes to Schedule A proposed by the Contractor for the purpose of ensuring that the Independent Engineer has an up-to-date Schedule A against which he can monitor compliance on an ongoing basis and issue the Independent Engineer's Declaration in accordance with Clause 28.2 of the Contract.

2 A change to Schedule A proposed by the Contractor or the Construction Sub-contractor shall be referred to in Part 3 of this Schedule as a "Contractor's Change". For the avoidance of doubt a Contractor's Change shall include:

2.1 any proposed amendment to any of the documents in Schedule A; and

2.2 a change to the location or composition of a secure line for any room, compartment of a building, building, or area (including the overall STC perimeter), or a change to the communications systems (including cell call and other alarms, fire alarms and smoke detectors, CCTV and movement sensors).

All references to Schedule A are to Schedule A as amended from time to time either by the Authority or with the Authority's approval pursuant to Clause 11 of the Contract and/or this Schedule T, Part 3.

Procedure

3. Where the Contractor wishes to propose a Contractor's Change, the Contractor shall make a written application to the Authority using the notice of change proforma Form A appended to this Schedule. The written application shall contain the following information relating to the Contractor's Change:

3.1 the reasons why the Contractor considers that the Contractor's Change is necessary or desirable;

3.2 where the Contractor's Change will give rise to an adjustment in the Contract Price because it arises out of a change to STC Legislation, the information required pursuant to Clause 11.7 (or the Contractor's best estimate thereof at the time of submitting the application);

3.3 where the Contractor's Change will delay completion of the Works the Contractor's reasonable estimate of the likely length of the delay; and

3.4 such other information as is reasonably required by the Independent Engineer or the Authority for a sufficient understanding of the Contractor's Change proposed.

Notwithstanding that the written application referred to in this paragraph is a written application to the Authority, the Contractor shall direct the written application to the Independent Engineer for his attention. Receipt of the written application by the Independent Engineer shall constitute receipt of the written application by the Authority.

4. The Authority shall within a period of 10 working days, or in the case of multiple applications within a reasonable period of receiving the Contractor's written application provide a written response to the Contractor which shall either:

4.1 approve the Contractor's Change;

4.2 request more information regarding the Change; or

4.3 reject the proposed Change and provide reasons for its rejection.

In assessing what is a reasonable period for responding to the Contractor's written application, regard shall be had to the number and complexity of the documents submitted by the Contractor in support of the proposed Contractor's Change and any other Contractor's Changes which are being considered at the time of receipt.

5. Where the Authority accepts the Contractor's Change, Schedule A shall be amended accordingly and the Contractor shall implement the Contractor's Change within the Works.

6. Where the Authority requires more information regarding the Contractor's Change, the Authority's request for further information shall always be limited to what is reasonable to enable it to understand the design and intent of the Contractor's Change or where paragraph 4.2 or 4.3 applies, the cost or time consequences of the Contractor's Change. Upon receipt of the further information the Authority shall respond to the Contractor's Change in accordance with paragraph 5 above.

7. The Contractor shall not incorporate any proposed Contractor's Change into the Works unless and until it receives the approval of the Authority in accordance paragraph 5 above. If the Contractor does incorporate the Contractor's Change into the Works without the said approval, it shall be done at the Contractor's own risk and on the understanding that, if approval is not subsequently given, the Independent Engineer may be unable to issue the Independent Engineer's Declaration in accordance with Clause 28.2 of the Contract.

8. Nothing done by the Authority in accordance with Clause 16 of the Contract or this Schedule T shall in any respect relieve or absolve the Contractor from its responsibility for the Works under or in connection with the Contract.

Part 4

Change Control Procedure Post Independent Engineer's Declaration

1. Part 4 of this Schedule T sets out the procedure for agreeing and implementing changes to Schedule A proposed by the Contractor after issue of the Independent Engineer's Declaration.

2. A change to Schedule A proposed by the Contractor shall be referred to in Part 4 of this Schedule T as a *Contractor's Change*. For the avoidance of doubt, a *Contractor's Change* shall include:

2.1 any proposed amendment to any of the documents in Schedule A;

2.2 a change to the location or construction fabric on a secure line for any room, compartment of a building, building, or area (including the overall STC perimeter), or a change to the security and communications systems (including cell call and other alarms, smoke detectors, CCTV, locking, access control, movement sensors and associated control equipment).

All references to Schedule A are to Schedule A as amended from time to time either by the Authority or with the Authority's approval pursuant to Clause 9 of the Contract.

Procedure

3. Where the Contractor wishes to propose a Contractor's Change, the Contractor shall make a written application to the Authority using the notice of change proforma Form C appended to this Schedule. The written application shall contain the following information relating to the Contractor's Change;

3.1 the reasons why the Contractor considers the Contractor's Change is necessary or desirable;

3.2 where the Contractor's Change will give rise to the adjustment in the Contract price because it arises out of a change to STC Legislation, the information required pursuant to Clause 11.7 (or the Contractor's best estimate thereof at the time of submitting the application);

3.3 where the Contractor's Change will affect the operations of the STC, or the number of Available Trainee Places, the Contractor's best estimate of the likely effect, and for what period;

3.4 such other information as is reasonably required by the Monitor or the Authority for a sufficient understanding of the Contractor's Change proposed.

4. Notwithstanding that the written application referred to in this paragraph is a written application to the Authority, the Contractor shall direct the written application to the Independent Engineer for his attention.

Receipt of the written application by the Independent Engineer shall constitute receipt of the written application by the Authority.

5. The Authority shall within 10 working days, or in the case of multiple applications within a reasonable period of receiving the Contractor's written application, provide a written response to the Contractor which shall:

5.1 approve the Contractor's Change, or

5.2 request more information regarding the Change, or

5.3 reject the proposed Change and provide reasons for its rejection.

6. Where the Authority accepts the Contractor's Change, Schedule A shall be amended accordingly and the Contractor shall implement the Contractor's Change within the Works.

7. Where the Authority requires more information regarding the Contractor's Change, the Authority's request for further information shall always be limited to what is reasonable to enable it to understand the design and intent of the Contractor's Change or where paragraph 3.2 or 3.3 above applies, the cost or other consequences of the Contractor's Change. Upon receipt of the further information the Authority shall respond to the Contractor's Change in accordance with paragraph 5 above.

8. The Contractor shall not incorporate any proposed Contractor's Change into the Works unless it receives the approval of the Authority in accordance with paragraph 6 above. If the Contractor does incorporate the Contractor's Change into the Works without the said approval, it shall be done at the Contractor's own risk and on the understanding that, if approval is not subsequently given, the Contractor will reinstate the Works to its prior condition at its own cost, within such period as is reasonably set by the Authority. Where the Contractor fails to effect the reinstatement, to the reasonable satisfaction of the Authority, within the reasonable time specified, the Authority shall be entitled to carry out such reinstatement itself, or to procure the same at the Contractor's cost and shall be entitled to set off its costs against any amounts payable to the Contractor under this contract.

9. On completion of the works required for the Contractor's Change, the Contractor shall notify the Authority accordingly, and present such works as might be reasonably required to demonstrate compliance with the Contract. In addition to physical demonstration and/or inspection, this shall include but not necessarily be limited to testing and pre-commissioning documentation, and changes to relevant operational and maintenance procedures as might be affected.

10. On acceptance by the Authority of completion of each Contractor's Change (which shall not be unreasonably withheld) any changes to Schedule G (Financial matters) which may arise will come into effect thereafter, or from such time as may be otherwise agreed by the Authority and Contractor in accordance with the Contract.

11. Following any such change, as-built documentation shall be suitably updated and distributed by the Contractor in accordance with Schedule P.

STC MILTON KEYNES
CONTRACT COMPLIANCE - NOTICE OF CHANGE (FORM A)

TO: Compliance Monitor, on behalf of the Authority

<table>
<tr><td colspan="2">1. NOTICE No:</td><td colspan="2">2. DATE</td></tr>
<tr><td colspan="2">EITHER (a) Design Development as defined In Schedule T Part 2, ie compliant with Schedule A. G

Tick one box only</td><td colspan="2">3. TYPE OF CHANGE
Or (b) Change to Schedule A as defined in Schedule T Part 3. G</td></tr>
<tr><td>4. REASONS FOR CHANGE</td><td>Tick as appropriate</td><td colspan="2" rowspan="6">5. DRAWING/SPECIFICATION REFERENCES</td></tr>
<tr><td>Practicability</td><td></td></tr>
<tr><td>Operational need</td><td></td></tr>
<tr><td>Maintenance</td><td></td></tr>
<tr><td>Statutory need</td><td></td></tr>
<tr><td>Security</td><td></td></tr>
<tr><td>Health and Safety</td><td></td><td colspan="2">6. DOCUMENTS APPENDED</td></tr>
<tr><td>STC Legislation #</td><td></td><td colspan="2" rowspan="4"></td></tr>
<tr><td>Authority Instruction #</td><td></td></tr>
<tr><td>Security Technology #</td><td></td></tr>
<tr><td colspan="2"># Complete separate Form B</td></tr>
<tr><td colspan="4">7. DESCRIPTION OF CHANGE:</td></tr>
<tr><td colspan="4">8. DETAILED REASON FOR CHANGE:</td></tr>
<tr><td colspan="2">9. (To be completed at Contractor's discretion)
Signed .....
Signed .....</td><td colspan="2">for [ ] Date
for [ ] Date</td></tr>
<tr><td colspan="2">10. (To be completed by Contractor)
Signed .....</td><td colspan="2">for [ ] Date</td></tr>
<tr><td colspan="2">FOR AUTHORITY USE ONLY
Design Development - no objection/objection
Signed .....
Change to Schedule A - approved/not approved
Signed .....</td><td colspan="2">for [ ] Date

for the Authority Date</td></tr>
</table>

STC MILTON KEYNES
CONTRACT COMPLIANCE - NOTICE OF CHANGE (FORM B)

<table>
<tr><td colspan="2">1. NOTICE No:</td><td>2. DATE</td></tr>
<tr><td colspan="3">3. DRAWING/SPECIFICATION REFERENCES:</td></tr>
<tr><td>4. REASONS FOR CHANGE</td><td>Tick as appropriate</td><td rowspan="6">5. DRAWING/SPECIFICATION REFERENCES</td></tr>
<tr><td>STC Legislation</td><td></td></tr>
<tr><td>Authority Legislation</td><td></td></tr>
<tr><td>Authority Instruction</td><td></td></tr>
<tr><td>Security Technology</td><td></td></tr>
<tr><td></td><td></td></tr>
<tr><td colspan="3">6. DETAILS OF CHANGE (including details of relevant legislation):</td></tr>
<tr><td colspan="3">7. COST IMPACT:</td></tr>
<tr><td colspan="3">8. OTHER IMPACT (including estimate of any changes to the programme)</td></tr>
<tr><td colspan="2">9. (To be completed by Contractor)
Signed .....</td><td>for [ ] Date .....</td></tr>
<tr><td colspan="2">For Authority Use Only
Received by .....
Received by .....</td><td>for [ ] Date .....
for the Authority Date .....</td></tr>
</table>

STC MILTON KEYNES

CONTRACT COMPLIANCE - NOTICE OF CHANGE (FORM C)

TO: Compliance Monitor, on behalf of the Authority

<table>
<tr><td colspan="2">1. NOTICE No:</td><td colspan="2">2. DATE</td></tr>
<tr><td>3. REASONS FOR CHANGE</td><td>Tick as appropriate</td><td colspan="2" rowspan="6">4. DRAWING/SPECIFICATION REFERENCES</td></tr>
<tr><td>Practicability</td><td></td></tr>
<tr><td>Operational need</td><td></td></tr>
<tr><td>Maintenance</td><td></td></tr>
<tr><td>Statutory need</td><td></td></tr>
<tr><td>Security</td><td></td></tr>
<tr><td>Health and Safety</td><td></td><td colspan="2">5. DOCUMENTS APPENDED</td></tr>
<tr><td>STC Legislation #</td><td></td><td colspan="2" rowspan="4"></td></tr>
<tr><td>Authority Instruction #</td><td></td></tr>
<tr><td>Security Technology #</td><td></td></tr>
<tr><td colspan="2"># Complete separate Form D</td></tr>
<tr><td colspan="4">6. DESCRIPTION OF CHANGE:</td></tr>
<tr><td colspan="4">7. DETAILED REASON FOR CHANGE:</td></tr>
<tr><td colspan="4">8. (To be completed at Contractor's discretion)
Signed ..... for [ ] Date .....</td></tr>
<tr><td colspan="4">9. (To be completed by Contractor)
Signed ..... for [ ] Date .....</td></tr>
<tr><td colspan="4">FOR AUTHORITY USE ONLY
Proposed change to Schedule A - approved/not approved for the Authority Date .....
Signed .....
Change to Schedule A - satisfactorily completed for the Authority Date .....
Signed .....</td></tr>
</table>

STC MILTON KEYNES
CONTRACT COMPLIANCE - NOTICE OF CHANGE (FORM D)

<table>
<tr><td colspan="2">1. NOTICE No: (AS FORM C)</td><td>2. DATE</td></tr>
<tr><td colspan="3">3. DRAWING/SPECIFICATION REFERENCES:</td></tr>
<tr><td>4. REASONS FOR CHANGE</td><td>Tick as appropriate</td><td rowspan="2">5. DRAWING/SPECIFICATION REFERENCES</td></tr>
<tr><td>STC Legislation</td><td></td></tr>
<tr><td>Authority Instruction</td><td></td><td rowspan="2"></td></tr>
<tr><td>Security Technology</td><td></td></tr>
<tr><td colspan="3">6. DETAILS OF CHANGE (including details of relevant legislation):</td></tr>
<tr><td colspan="3">7. COST IMPACT:</td></tr>
<tr><td colspan="3">8. OTHER IMPACT (including estimate of any loss of available prisoner places, and periods)</td></tr>
<tr><td colspan="2">9. (To be completed by Contractor)
Signed .....</td><td>for [ ] Date .....</td></tr>
<tr><td colspan="2">For Authority Use Only
Received by .....
Received by .....</td><td>for [ ] Date .....
for the Authority Date .....</td></tr>
</table>

NON-COMPLIANCE NOTICE

1. TO [ ]	2. NOTICE No:..... ISSUED BY:..... DATE :.....
PART A 3. DOCUMENT REFERENCE(S):	
4. (a) DATE FIRST REPORTED:	TO: BY:
DESCRIPTION	
PART B 5. CORRECTIVE AND PREVENTATIVE ACTION PROPOSED BY CONTRACTOR: .... TO BE CARRIED OUT BY: DATE TO BE COMPLETED BY:	SIGNED FOR MTSL: DATE:
PART C 6. NO OBJECTION TO CONTRACTOR'S PROPOSAL, SUBJECT TO INDEPENDENT ENGINEER'S DECLARATION SIGNED FOR [ ] ON BEHALF OF THE AUTHORITY	DATE:

SCHEDULE U

Form of Invoice

[ ]

INVOICE SAMPLE

Month:
Reference:
Date (VAT Point):
Invoice No:

YOUTH JUSTICE BOARD
[ ]

Provision of custodial services at Milton Keynes Secure Training Centre (period 1/XX/XX to [end of month]) - see summary attached

Deductions in accordance with the DCMF Contract (to be itemised and calculated on an attachment to this invoice and, in the case of an invoice for the last month of each Performance Quarter, Performance Measures and Performance Points are to be set out and reconciled with any notices for the relevant Performance Quarter given pursuant to Clauses 48.2 and 48.3 of the DCMF Contract).

VAT 17.5%*

Total Amount Due

Registered Office: [ ], England. Registered Number [ ]
VAT Registration Number [ ]
* Subject to Clause 50 of the DCMF Contract

MILTON KEYNES SECURE TRAINING CENTRE

Month/Year

Date	**Facility Fee x [ ]** **(F)**	**No. of Available Trainee Places* (A)**	**A □ [ ]** **(Y)**	**Incremental Charge x No of Incremental Trainee Places occupied (above [ ] to a maximum of [ ] (Z)**	**Daily Payment (before deductions)** **F** x **Y** + **Z**
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					
16.					
17.					
18.					
19.					
20.					
21.					
22.					
23.					
24.					
25.					
26.					

Date	**Facility Fee x [ ]** **(F)**	**No. of Available Trainee Places* (A)**	**A □ [ ]** **(Y)**	**Incremental Charge x No of Incremental Trainee Places occupied (above [ ] to a maximum of [ ] (Z)**	**Daily Payment (before deductions)** **F** x **Y** + **Z**
27.					
28.					
29.					
30.					
31.					
TOTAL					

* Subject to Phase-in Period Pricing Mechanism (Clause 46 of DCMF Contract)

SCHEDULE V

TUPE Information - Part 1

1. Information to be provided by the Contractor:

A. in respect of each Employee providing services under the Contract:

(a) annual salary or rates of pay band/grade;

(b) allowances;

(c) shift, unsocial hours or other premium rates of pay;

(d) conditioned hours of work;

(e) date continuous employment commenced and (if different) the commencement dated;

(f) NOT USED.

(g) NOT USED.

(h) job description;

(i) leave entitlement;

(j) any outstanding employment tribunal hearings;

B. Generally:

(a) general terms and conditions documents applicable to the members of staff covered in part A to include probationary periods, retirement age, periods of notice, current pay and/or redundancy agreements, working hours, entitlement to annual leave, sick leave, maternity leave and special leave, terms of job or place of work mobility, any loan or leasing schemes, occupational welfare, facility time arrangements and additional employment benefits (including employee share schemes).

(b) relevant collective agreements with trade unions.

SCHEDULE V

TUPE Information - Part 2

1. Information to be provided by the Contractor:

A. in respect of each of the Employees:

a) individual payroll number;

b) NOT USED;

c) job title;

d) work location;

e) National Insurance Number;

f) annual salary or rates or pay band/grade allowances and bonus arrangements;

g) shift, unsocial hours or other premium rates of pay;

h) conditioned hours of work;

i) dismissal notice period;

j) any outstanding legal claims of the employee against the employer relating to the employment;

k) annual holiday entitlement and accrued holiday entitlement;

B. Generally:

(a) general terms and conditions documents applicable to the members of staff covered in part A to include probationary periods, retirement age, periods of notice, current pay and /or redundancy agreements, working hours, entitlement to annual leave, sick leave, maternity leave and special leave, terms of job or place of work mobility, any loan or leasing schemes, occupational welfare, facility time arrangements and additional employment benefits (including employee share schemes);

(b) relative collective agreements with trade unions.

SCHEDULE W

Employees

1. Terms of employment

1.1. Personal Details

Name (surname, forename, title and initials)
Date of birth

1.2 Pay/Performance Appraisal

Annual salary and rates of pay band/grade
Shifts, unsociable hours or other premium rates of pay
Overtime history for preceding 12 month period
Allowances and bonuses for preceding 12 month period
Bank/building society account details for payroll purposes
Outstanding loan/advances on salary or debts
National Insurance contribution rate
Cumulative pay for tax and pension purposes
Any other voluntary deductions from pay
Cumulative tax paid
Sickness and absence records for the immediately preceding two year period
A copy of the last Performance Appraisal Report and performance and promotion markings for the preceding 3 years

1.3 Pensions

For pension purposes, the notional reckonable service date:

Pensionable pay history for 3 years to date of transfer
Percentage of any pay currently contributed under additional voluntary contribution arrangements
Percentage of pay currently contributed under any added years arrangements

1.4 Leave

Annual holiday entitlement and accrued holiday entitlement
Annual leave reckonable service date
Those currently on maternity leave or other long term leave of absence

1.5 Other information

Existing training or sponsorship commitments
Details of any active disciplinary/inefficiency or grievance proceedings

2 Gratuitous Payments

Details of any gratuitous payments or benefits that have been promised to be made to any Transferring Employee have been provided to the Authority.

3 Employment Claims

3.1 (Having made all reasonable and proper enquiries) no liability has been incurred by the Contractor in relation to the employment of any Transferring Employee for breach of any contract of employment and the Contractor is not aware of any facts or circumstances in existence which could reasonably be expected to incur any such liability.

3.2 The Contractor is not a party to any legal proceeding under the Equal Pay Act 1970, the Sex Discrimination Act 1975, the Race Relations Act 1976, the Disability Discrimination Act 1995, and the Employment Rights Act 1996 brought by any Transferring Employee nor are there any such facts or circumstances in existence which could reasonably be expected to give rise to any such legal proceeding.

4 Health and Safety

4.1 A list of all current health and safety policy statements, health and safety reports, assessments or audits, records of accidents and reportable diseases, notifications, certificates and records required by law, together with any correspondence in the last 3 years between the Contractor and any relevant health and safety enforcement body, including but not limited to the Health and Safety Executive and the relevant local authority relating to the Transferring Employees have been provided to the Authority.

4.2 No investigations by the Health & Safety Executive or any other relevant health and safety enforcement body are currently taking place or have taken place in the 3 years before the date hereof in respect of accidents, injuries, illness, disease or any other harm to the health and safety of the Transferring Employees and the Contractor is not aware of any facts or circumstances in existence which could reasonably be expected to lead to any such investigations.

5 Miscellaneous employee matters

5.1 There are no amounts owing to Transferring Employees other than for remuneration and pension contributions accrued due (in each case) in respect of the current month or for reimbursements of business expenses properly incurred during the two weeks before the date hereof.

5.2. Each of the Transferring Employees who is by law subject to immigration control has been granted any necessary leave to remain in the United Kingdom and any necessary valid work permit issued in relation to his employment has been obtained and all necessary extensions to his leave to remain in the United Kingdom and so far as the Contractor is aware there are in existence no grounds upon which any such leave to remain or work permit might be curtailed or the employee may be required to leave the United Kingdom.

SCHEDULE X

Not used

SCHEDULE Y

Not used

SCHEDULE Z

SITE SECURITY DURING THE CONSTRUCTION PHASE

For the purposes of this Schedule Z, the following words shall have the meanings hereby assigned to them except whether the context otherwise requires:

Construction Phase means the period from the commencement of the construction work on the Site until the receipt of the Permit to Use.

CCTV means closed circuit television.

Exclusion Zone means the land within 15 metres of the external face of the perimeter wall of HMP Woodhill.

1. THE APPOINTMENT OF A RESPONSIBLE PERSON

1.1 The Contractor shall appoint a named member of the senior site-based construction staff to be responsible for managing security on the Site throughout the Construction Phase.

1.2 The Contractor shall take reasonable measures to maintain the security of the Site.

2. REPORTING MECHANISMS

2.1 The Contractor shall report the presence of any suspicious packages or objects that are discovered on the Site to the emergency control room of HMP Woodhill.

2.2 The Contractor shall provide the Authority and the Independent Engineer on a monthly basis throughout the Construction Phase with a written report on the security of the Site.

2.3 The Contractor shall provide the Authority, the Independent Engineer and the Works Officer of HMP Woodhill on a weekly basis throughout the Construction Phase with a report that identifies the construction activities that are to take place in close proximity to HMP Woodhill in the week ahead.

2.4 The Contractor will discuss the construction works with the Works Officer of HMP Woodhill at the commencement of and at regular intervals throughout the Construction Phase.

3. SITE FENCING

3.1 Subject to Paragraph 3.2 of this Schedule, the Contractor shall erect and maintain temporary fencing, consisting of metal panels at least 2 metres in height and fixed by welded clips to scaffold poles securely fixed into the ground, around the Site for the duration of the Construction Phase or until such earlier time as the construction activities do not present a risk to the security of HMP Woodhill or the Secure Training Centre.

3.2 The Contractor shall erect and maintain temporary fencing in parallel to the external face of the perimeter wall of HMP Woodhill that borders the Site. This will consist of fencing not less than 3 metres in height, made up from solid metal panels 2 metres in height together with a 1 metre high metal mesh extension. This temporary fencing will be fixed by welded clips to scaffold poles securely fixed into the ground and will be maintained for the duration of the Construction Phase or until such earlier time as the construction activities do not present a risk to the security of HMP Woodhill or the Secure Training Centre, subject to the agreement of the Independent Engineer and the provision of advance notification of its removal to HMP Woodhill.

4. THE EXCLUSION ZONE

4.1 The Contractor shall not enter the Exclusion Zone at any time during the Construction Phase without prior notice and agreement with HMP Woodhill.

5. THE PROVISION OF SECURITY GUARDS ON THE SITE

5.1 The Contractor shall maintain the security of the Site at all times throughout the Construction Phase either through the presence of a security guard or through the presence of the Construction Sub-Contractor's on site management team.

6. THE MANAGEMENT OF PLANT AND EQUIPMENT ON THE SITE

6.1 The Contractor shall, in conjunction with the Authority and the Works Officer at HMP Woodhill, identify, assess, document and (where appropriate) develop counter-measures for any risks that the construction activities might present to the security of HMP Woodhill.

6.2 The Contractor shall immobilise all mobile and motorised plant and equipment on the Site when not in use.

6.3 The Contractor shall not permit any crane to oversail the boundary of HMP Woodhill, including the Exclusion Zone.

6.4 The Contractor shall take reasonable measures to mitigate any security risks arising from the use of plant, materials and equipment. Eg "quick-fix" scaffold shall be avoided and ladders shall be well-secured when not in use so that they are difficult to remove.

7. SITE PERSONNEL AND TRAFFICKING

7.1 The Contractor shall not employ on the Site anyone found to be communicating or trafficking with prisoners of HMP Woodhill at any time.

7.2 The Contractor shall forbid any person engaged in construction activities on the Site from communicating or trafficking with the prisoners of HMP Woodhill.

8. PHOTOGRAPHIC RECORDINGS OF THE SITE

8.1.1.1 The Contractor shall satisfy the Works Officer at HMP Woodhill that the CCTV system supplied and installed by the Contractor will be installed in such a way as to prevent viewing into the secure areas of HMP Woodhill.