



SCHEDULE 20:

COMMERCIALLY SENSITIVE INFORMATION

Version number	Issue Date	Comment
1.0	28 November 2025	Execution Version

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1. **COMMERCIALLY SENSITIVE INFORMATION**

- 1.1 In this Schedule the Parties have sought to identify the Contractor’s Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA and the EIRs.
- 1.2 Where possible, the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule applies in the table below (please see the column "Duration of Confidentiality").
- 1.3 Without prejudice to the Authority’s obligation to disclose Information in accordance with FOIA or **clause 61.3 (Confidentiality)**, the Authority will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:

Commercially Sensitive Information

Column 1: Commercially Sensitive Contractual Provisions	Column 2: For duration of or period ending on date below
<p>Terms & Conditions, specifically those elements that contain pricing information as set out below:</p> <ul style="list-style-type: none"> • clause 66.8.1.1 (Limitation of the Authority’s Liability) • clause 66.8.1.2 (Limitation of the Authority’s Liability) • clause 66.9.1.1 (Limitation of the Contractor’s Liability) • clause 66.9.1.2 (Limitation of the Contractor’s Liability) <p>Disclosure of this information would prejudice the Contractor's commercial interests, including but not limited to the Contractor's other bids.</p>	<p>The period ending on the Expiry Date, or, in the event of early termination, the date falling five years after the Termination Date.</p>



<p>Schedule 7 (Contractor's Proposal), specifically those elements that contain information relating to the Contractor's bid as set out below:</p> <ul style="list-style-type: none"> • paragraph 2.2.1 (Excluded Appendices) • Appendix 1 (Contractor's Proposals) • Appendix 2 (Realisation of Benefits) <p>Disclosure of this information would prejudice the Contractor's commercial interests, including, but not limited to, the Contractor's other bids.</p>	<p>The period ending on the Expiry Date, or, in the event of early termination, the date falling five years after the Termination Date.</p>
<p>Schedule 14 (Payment Mechanism), specifically those elements that contain pricing information as set out below:</p> <ul style="list-style-type: none"> • % figure within the definition of "Project Profit Margin" • paragraph 7.1.2 (APP Band Table) – Cells containing monetary amounts only. • paragraph 11.3.1 (Operational Services Available Prisoner Place Payment Table) – Cells containing monetary amounts only. • paragraph 11.4 (Monthly Interventions Cost Table) – Cells containing monetary amounts only. • paragraph 11.6 (Base Case Anticipated Redundancy Cost) – Cells containing monetary amounts only. • paragraph 12.1.7 (RRAPP Band Table) – Cells containing monetary amounts only. 	<p>The period ending on the Expiry Date, or, in the event of early termination, the date falling five years after the Termination Date.</p>



<ul style="list-style-type: none"> • paragraph 12.1.8.2 (Utility Target) – Cells containing monetary amounts only. • paragraph 13 (Lifecycle Cost Programme Table) – Cells containing monetary amounts only. • paragraph 14.4 (Monthly Mobilisation Payment Schedule) – Cells containing monetary amounts only. • paragraph 15.5.1 (Daily Total Immediate RRAPP Deductions Table) – Cells containing monetary amounts only. • paragraph 15.5.2 (Immediate RRAPP Band Table) – Cells containing monetary amounts only. • Appendix 1 (Embedded Base Case) <p>Disclosure of this information would prejudice the Contractor's commercial interests, including, but not limited to, the Contractor's other bids.</p>	
<p>Schedule 19 (Required Insurances), specifically those elements that information relating to the Contractor's insurance policies set out below:</p> <ul style="list-style-type: none"> • Part 1, paragraph 1.9 (Property Damage "All Risks" Insurance, Maximum deductible threshold) • Part 1, paragraph 2.8 (Third Party Public and Products Liability Insurance, Maximum deductible threshold) 	<p>The period ending on the Expiry Date, or, in the event of early termination, the date falling five years after the Termination Date.</p>



<ul style="list-style-type: none"> • Part 1, paragraph 3.8 (Professional Indemnity Insurance, Maximum deductible threshold) • Part 2, paragraph 1.9 (Contractors "All Risks" Insurance, Maximum deductible thresholds) • Part 2, paragraph 2.7 (Construction Third Party Liability Insurance, Maximum deductible threshold) • Part 2, paragraph 3.8 (Professional Indemnity Insurance, Maximum deductible threshold) <p>Disclosure of this information would prejudice the Contractor's commercial interests, including, but not limited to, the Contractor's other bids.</p>	
<p>Schedule 21 (Collateral Warranty and Sub-Contractors), as signed in relation to each respective Sub-Contractor and specifically those elements that contain information relating to Sub-Contractors' insurance policies as set out below:</p> <ul style="list-style-type: none"> • paragraph 9.1 (Professional Indemnity Insurance - Values) <p>Disclosure of this information would prejudice the Contractor's commercial interests, including, but not limited to, the Contractor's other bids and would also prejudice the Contractor's suppliers' commercial interests including, but not limited to, their own bids.</p>	<p>The period ending on the Expiry Date, or, in the event of early termination, the date falling five years after the Termination Date.</p>

2. **COMMERCIALLY SENSITIVE MATERIAL**

Column 1: Commercially Sensitive Material	Column 2: For duration of or period ending on date below
Costs: All costs information and details provided, included but not limited to the financial model and underlying cost base assumptions.	The period ending on the Expiry Date, or, in the event of early termination, the date falling five years after the Termination Date.
Supply Chain: The costs of the Contractor's suppliers and the Contractor's contracts with its suppliers and subcontractors, except to the extent that disclosure of such information is required by other provisions of this Contract or as required by Applicable Law.	The period ending on the Expiry Date, or, in the event of early termination, the date falling five years after the Termination Date.
Copies of the meeting minutes related to the Contractor's performance.	The period ending on the Expiry Date, or, in the event of early termination, the date falling five years after the Termination Date.