



SCHEDULE C: Service Solution

OFFICIAL

CONTRACT FOR PROVISION OF EMPLOYMENT POSITIONS FOR PRISONERS AT HMP BERWYN

1. OVERVIEW

- 1.1 This Schedule C (Service Solution) sets out certain proposals submitted to the Authority by the Provider (through the Authority's e-portal or otherwise) in response to the tender for a contract for the *Provision of Employment Positions for Prisoners within Workshops at HMP Berwyn* in respect of the competition advertised in the Official Journal of the European Union in the Official Journal of the European Union as number 2016/S 058-097920.

2. CONTENT OF SERVICE SOLUTION

- 2.1 The Service Solution has been prepared by the Provider and sets out how the Provider will meet the Authority's requirements in the Service Specification (Schedule B) and are operational in nature.

- 2.2 Although the Service Solution has been included by the Parties as part of this Contract, the Provider agrees that such inclusion shall not relieve the Provider of its responsibility for ensuring compliance with the Authority's requirements in the Service Specification (Schedule B).

- 2.3 If:

2.3.1 the Provider becomes aware of any conflict or inconsistency between the Service Specification (Schedule B) (or any other part of this Contract) and the Service Solution, the Provider shall as soon as reasonably practicable and in any event within ten (10) Working Days notify the Authority of such conflict or inconsistency; and

2.3.2 the Authority becomes aware of any conflict or inconsistency between the Service Specification (Schedule B) (or any other part of this Contract) and the Service Solution, the Authority may notify the Provider of such conflict or inconsistency

and the Provider shall, at the Authority's request, amend the Service Solution to address the conflict or inconsistency in accordance with Schedule I (Change Mechanism) at no cost to the Authority.

3. THE SERVICES

- 3.1 The Parties agree that all of the services described in the Service Solution are to be provided as part of the Services to satisfy the Authority's requirements in the Service Specification (Schedule B) and shall be provided in consideration of payment of the Contract Price by the Authority.

4. AUTHORITY'S OBLIGATIONS UNDER THE SERVICE SOLUTION

- 4.1 The Parties agree that:

4.1.1 the Authority shall not be responsible for or obliged to perform any obligations, responsibilities or actions (including service-related activity) set out in the Service Solution;

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- 4.1.2 regardless of any assumptions or caveats outlined in the Service Solution, the Provider is required to provide the Services in accordance with the terms of this Contract;
- 4.1.3 the Service Solution will not be relied upon to determine how any risks or liabilities relating to the provision of the Services are to be determined;
- 4.1.4 the Provider shall not be entitled to relief from its obligations set out in this Contract (including the Service Solution) or to any other compensation or any other remedy as a consequence of any:
 - 4.1.4.1 failure by the Authority to perform any obligations, responsibilities or actions (including service-related activity) set out in the Service Solution; and/or
 - 4.1.4.2 assumption set out in the Service Solution being incorrect or inaccurate in any regard; and
- 4.1.5 the Provider shall not be entitled to any increase in the Contract Price in relation to any change to the Service Solution unless and to the extent the change arises from a request by the Authority to change the Service Specification (in which case the Parties shall agree the change in accordance with Schedule I (Change Mechanism)).

[The Provider's Service Solution will be inserted here prior to Contract signature]

APPENDIX 1 – BUSINESS PLAN

1. The Provider's Business Plan as Approved by the Authority in accordance with paragraph 5.2 of Schedule B (Service Specification) to this Contract is included in this Appendix 1.
2. If any changes to the Business Plan are required, the Business Plan shall be updated and subject to the document change procedure for Contract Controlled Documents set out in paragraph 8 of Schedule I (Change Mechanism) but will not be processed as a Contract Change under the Change Mechanism specified in Schedule I.

[Provider's Business Plan to be inserted]

APPENDIX 2 – ANNUAL SERVICE DELIVERY PLAN

1. The Provider's Annual Service Delivery Plan as Approved by the Authority in accordance with paragraph 5.3 of Schedule B (Service Specification) to this Contract is included in this Appendix 2.
2. If any changes to the Annual Service Delivery Plan are required, the Annual Service Delivery Plan shall be updated and subject to the document change procedure for Contract Controlled Documents set out in paragraph 8 of Schedule I (Change Mechanism) but will not be processed as a Contract Change under the Change Mechanism specified in Schedule I.

[Provider's Annual Service Delivery Plan to be inserted]