

SCHEDULE Q: MOBILISATION AND TRANSITION

PART 1: MOBILISATION AND TRANSITION

1. PURPOSE

- 1.1 This Part 1 (Mobilisation and Transition) of this Schedule sets out the Provider's mobilisation and transition obligations.

2. MOBILISATION ACTIVITIES

- 2.1 The Provider has set out Mobilisation activities, including the vetting and training of the Provider's Personnel and inductions for Workers, in the Service Solution referred to in Schedule C of this Contract.
- 2.2 The Provider shall adopt a flexible approach to the Mobilisation Period such that it shall accept and adopt reasonable variations to the Mobilisation activities set out in the Service Solution as requested by the Authority from time to time without any additional cost to the Authority.

3. MOBILISATION REQUIREMENTS

- 3.1 During the Mobilisation Period, the Provider shall, unless otherwise agreed with the Authority, perform the Mobilisation activities in accordance with the Service Solution (as updated from time to time) in such a way as to prepare for Service Commencement.
- 3.2 The Provider shall be responsible for the overall management of the activities and for identifying and managing the resolution of any problems encountered during the Mobilisation Period in order to ensure the timely completion of each activity, function and/or service which the Provider is required to perform.
- 3.3 If the Provider becomes aware of a risk or issue relating to the Mobilisation activities, including any actual or anticipated delay in achieving Service Commencement, it shall immediately notify the Authority.

4. ADDITIONAL CAPITAL EQUIPMENT

- 4.1 The Provider shall, when authorised to do so by the Authority, purchase the Additional Capital Equipment and/or instruct its Subcontractors to purchase the Additional Capital Equipment on behalf of the Authority as set out in Schedule E (Payment Mechanism) of the Contract.
- 4.2 Where the Provider or its Subcontractor purchases any item of Additional Capital Equipment, immediately upon payment by the Authority of the associated Additional Capital Payment:

- 4.2.1 title in such item of Additional Capital Equipment shall pass automatically to the Authority but risk in the Additional Capital Equipment shall remain with the Provider at all times until the end of the Contract Period;
- 4.2.2 such item of Additional Capital Equipment shall immediately be deemed to be an Authority Asset and shall only be used by the Provider and Provider' Personnel in accordance with the terms of this Contract;
- 4.2.3 the Provider shall take all steps that the Authority considers are necessary to transfer ownership of the Additional Capital Equipment to the Authority;
- 4.2.4 the Provider shall hold any warranties and guarantees which are provided by the seller with each item of Additional Capital Equipment on trust for the sole benefit of the Authority and, without prejudice to the Provider's obligations under clause 7.7 of this Contract, shall enforce such warranties and guarantees in accordance with any reasonable directions that the Authority may notify to the Provider from time to time; and
- 4.2.5 promptly at the Authority's request and, in any event no later than the end of the Contract Period, the Provider shall assign the warranties and guarantees referred to in Paragraph 4.2.4 to the Authority provided that where it is unable to do so because of the terms of such warranties or guarantees, the Provider shall hold such warranties and guarantees on trust for the sole benefit of the Authority and shall enforce such warranties and guarantees in accordance with the reasonable directions that the Authority may notify the Provider from time to time.
- 4.3 The Provider shall ensure that each item of Additional Capital Equipment it purchases and/or instruct its Subcontractors to purchase on behalf of the Authority is new, free from all liens, encumbrances and charges and the Provider and/or its Subcontractors have the right to transfer title in any such item to the Authority.
- 4.4 The Provider and/or its Subcontractors on its behalf shall purchase the Additional Capital Equipment in accordance with any timetable set out in the Service Solution (as updated from time to time) or agreed with the Authority and when authorised to do so by the Authority. Where the Authority has provided such authorisation and the Provider and/or its Subcontractors on its behalf fail to purchase the Additional Capital Equipment in accordance with such time frames, the Provider shall promptly notify the Authority.
- 4.5 Following notification from the Provider to the Authority in accordance with paragraph 4.4, the Authority may, at its discretion, revise the timetable within which the Provider and/or its Subcontractors on its behalf shall purchase the Additional Capital Equipment but shall not be under an obligation to do so. Any failure by the Provider and/or its Subcontractors to purchase the Additional Capital Equipment in accordance with paragraph 4.4 shall not relieve the Provider of its obligations under this Contract.

- 4.6 The Provider shall immediately notify the Authority once each item of Additional Capital Equipment has been purchased and also when the item of Additional Capital Equipment has been delivered to the Prison.
- 4.7 Unless otherwise set out in the Service Solution, the Provider shall ensure that each item of Additional Capital Equipment is installed at the relevant Workshop using suitably qualified personnel. In respect of such installation, the Provider shall:
- 4.7.1 agree in advance the time of the installation with an appropriate member of Prison Staff;
 - 4.7.2 comply with the Prisons Staff's reasonable requests in the preparation and execution of the installation (including the location of where such Additional Capital Equipment should be installed); and
 - 4.7.3 provide to an appropriate member of Prison Staff all user manuals, installation certificates and other documentation associated with such Additional Capital Equipment.
- 4.8 The Provider shall ensure that each item of Additional Capital Equipment purchased by the Provider and/or its Subcontractors on behalf of the Authority shall be marked in clear and unambiguous terms as being the property of the Authority.