

OFFICIAL - SENSITIVE - COMMERCIAL

## **HM Revenue & Customs**

100 Parliament Street

Westminster

London SW1A 2BQ

and

**AGREEMENT** relating to the provision of Facilities Management services at

Commercial Directorate Ref:

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**Form of Agreement**

This Agreement is made between the Commissioners for Her Majesty's Revenue and Customs (the "**Authority**") of 100 Parliament Street, Westminster, London, [REDACTED] and [REDACTED] Contractor Limited (the "**Supplier**") whose company number is [REDACTED] and whose main or registered office is at [REDACTED]

This Agreement is effective from and including [REDACTED] ("Effective Date") and shall expire on [REDACTED]

It is agreed that:

This Form of Agreement together with the Terms and Conditions and Schedules are the documents that form the Agreement.

The Agreement effected by the signing of this Form of Agreement constitutes the entire agreement between the Parties relating to the subject matter of the Agreement and supersedes all prior negotiations, representations or understandings whether written or oral.

Signed for and on behalf of:

	<b>The Commissioners for HM Revenue &amp; Customs:</b>		[REDACTED] [REDACTED]
Signature:	[REDACTED]	Signature:	[REDACTED]
Name:	[REDACTED]	Name:	[REDACTED]
Capacity:	[REDACTED]	Capacity:	[REDACTED]
Date:	[REDACTED]	Date:	[REDACTED]
Address:	HMRC Commercial Contract Management	Address:	[REDACTED] [REDACTED]
Telephone:		Telephone:	
email:	[REDACTED]	email:	

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**Terms and Conditions**

**1 Interpretation**

1.1 In this Agreement, unless otherwise provided or the context otherwise requires the following expressions shall have the meanings set out below:

**“Agreement”** the contract between (i) the Authority acting as part of the Crown and (ii) the Supplier;

**“Authority”** has the meaning given in the Form of Agreement;

**“Authority Data”** (a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are:

(i) supplied to the Supplier by or on behalf of the Authority; and/or

(ii) which the Supplier is required to generate, process, store or transmit pursuant to this Agreement; or

(b) any Personal Data for which the Authority is the Controller, or any data derived from such Personal Data which has had any designatory data identifiers removed so that an individual cannot be identified.

**“BPSS”** the HMG Baseline Personnel Security Standard staff vetting procedures, issued by the Cabinet Office Security Policy Division and Corporate Development Group;

**“Central Government Body”** a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:

(a) Government Department;

(b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);

(c) Non-Ministerial Department; or

(d) Executive Agency;

**“Charges”** the charges for the Services as specified in Paragraph A5 of Schedule 1 (Service Order) and in Schedule 8 (Financial Matters);

**“Confidential Information”** all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;

**“Default”** any breach of the obligations of the relevant Party (including abandonment of this Agreement in breach of its terms, repudiatory breach or breach of a fundamental term) or any other default, act, omission, negligence or statement:

(a) in the case of the Authority, of its employees, servants, agents; or

(b) in the case of the Supplier, of its sub-contractors or any Supplier Personnel,

in connection with or in relation to the subject-matter of this Agreement and in respect of which such Party is liable to the other;

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<b>"Effective Date"</b>	has the meaning given in the Form of Agreement;
<b>"Expiry Date"</b>	has the meaning given in the Form of Agreement;
<b>"FOIA"</b>	the Freedom of Information Act 2000;
<b>"GDPR"</b>	the General Data Protection Regulation (Regulation (EU) 2016/679);
<b>"Inclusive Repair Threshold"</b>	means zero (£0)
<b>"Information"</b>	has the meaning given under section 84 of the FOIA;
<b>"Intellectual Property Rights"</b>	patents, inventions, trademarks, service marks, logos, design rights (whether registerable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registrable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off;
<b>"Law"</b>	any applicable Act of Parliament, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of section 2 of the European Communities Act 1972, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply;
<b>"Losses"</b>	losses, liabilities, damages, costs and expenses (including legal fees on a solicitor/client basis) and disbursements and costs of investigation, litigation, settlement, judgment interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty or otherwise;
<b>"Key Personnel"</b>	any Supplier Personnel specified as such in Paragraph 3 (Contract Management Roles and Dispute Escalation Points) of Schedule 3 (Contract Management Plan and Management Information) or otherwise notified as such by the Authority to the Supplier in writing;
<b>"Occasion of Tax Non-Compliance"</b>	<p>(a) any Tax return of the Supplier and/or its subcontractor and/or any non-submission of a Tax return (whether deliberate or by omission) by the Supplier and/or its subcontractor to the Relevant Tax Authority on or after 1 October 2012 is found to be incorrect as a result of:</p> <p>(iii) a Relevant Tax Authority successfully challenging the Supplier or relevant sub-contractor under the General Anti Abuse Rule or the Halifax Abuse Principle or TAAR or under any Tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti Abuse Rule or the Halifax Abuse Principle or TAAR;</p> <p>(iv) the failure of an avoidance scheme which the Supplier or relevant sub-contractor was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or</p> <p>(b) the Tax affairs of the Supplier or any of its sub-contractors have given rise to a criminal conviction in any jurisdiction for Tax related offences within the last five (5) years which is not spent at the Effective Date or to a civil penalty for fraud or evasion within the last three (3) years;</p>

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(c) For these purposes :

- (i) a return is "submitted" when it is first submitted to the Relevant Tax Authority and any subsequent amendments or re-submissions are to be ignored; and
- (ii) a Relevant Tax Authority will not be deemed to have "successfully challenged" the Supplier or a sub-contractor until an appeal against such challenge is no longer possible.

<b>"Party"</b>	the Supplier or the Authority (as appropriate) and "Parties" shall mean both of them;
<b>"Personal Data"</b>	has the meaning given in the GDPR;
<b>"Premises"</b>	means the land and building known as Custom House Annexe, 32 St Mary Hill & 9 Idol Lane, London, EC3R 8EE
<b>"Purchase Order Number"</b>	the Authority's unique number relating to the supply of the Services;
<b>"Request for Information"</b>	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term "request" shall apply);
<b>"Reimbursable Expenses"</b>	<p>reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Authority's expenses policy current from time to time, but not including:</p> <ul style="list-style-type: none"> <li>(a) travel expenses incurred as a result of Supplier Personnel travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Authority otherwise agrees in advance in writing; and</li> <li>(b) subsistence expenses incurred by Supplier Personnel whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;</li> </ul>
<b>"Relevant Tax Authority"</b>	HMRC, or, if applicable, a tax authority in the jurisdiction in which the Supplier is established, resident or liable to any Tax;
<b>"Services"</b>	the services to be supplied by the Supplier to the Authority under the Agreement, including the provision of any Goods;
<b>"Services Start Date"</b>	the services start date set out in Paragraph A4 of Schedule 1 (Service Order);
<b>"Specification"</b>	the specification for the Services (including as to quantity, description and quality) as specified in Paragraph A6 of Schedule 1 (Service Order);
<b>"Supplier Personnel"</b>	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier's obligations under the Agreement;
<b>"Supplier"</b>	has the meaning given in the Form of Agreement;
<b>"Tax"</b>	<p>means:</p> <ul style="list-style-type: none"> <li>(a) all forms of tax whether direct or indirect;</li> </ul>

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- (b) national insurance contributions in the United Kingdom and similar contributions or obligations in any other jurisdiction;
- (c) all statutory, governmental, state, federal, provincial, local government or municipal charges, duties, imports, contributions, levies or liabilities (other than in return for goods or services supplied or performed or to be performed) and withholdings; and
- (d) any penalty, fine, surcharge, interest, charges or costs relating to any of the above,

in each case wherever chargeable and whether of the United Kingdom and any other jurisdiction;

**“Term”** the period from the Effective Date to the Expiry Date as such period may be terminated in accordance with the terms and conditions of the Agreement;

**“VAT”** value added tax in accordance with the provisions of the Value Added Tax Act 1994; and

**“Working Day”** a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

1.2 In these terms and conditions, unless the context otherwise requires:

- 1.2.1 references to numbered clauses are references to the relevant clause in these terms and conditions;
- 1.2.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
- 1.2.3 the headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Agreement;
- 1.2.4 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and
- 1.2.5 the word ‘including’ shall be understood as meaning ‘including without limitation’.

1.3 In the event of any conflict between the terms of Schedule 1 (Service Order) and any other term of this Agreement, the terms of Schedule 1 shall prevail.

## **2 Supply of Services**

2.1 In consideration of the Authority’s agreement to pay the Charges, the Supplier shall supply the Services to the Authority from the Services Start Date until the end of the Term subject to and in accordance with the terms and conditions of the Agreement.

2.2 In supplying the Services, the Supplier shall:

- 2.2.1 co-operate with the Authority in all reasonable matters relating to the Services and comply with all the Authority’s reasonable written instructions;
- 2.2.2 perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Supplier’s industry, profession or trade;
- 2.2.3 use Supplier Personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier’s obligations are fulfilled in accordance with the Agreement;
- 2.2.4 ensure that the Services shall materially conform with all descriptions and specifications set out in the Specification;
- 2.2.5 comply with all applicable Laws; and

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2.2.6 provide all equipment, tools and vehicles and other items as are required to provide the Services.

2.3 If the Authority informs the Supplier in writing that the Authority reasonably believes that any part of the Services does not meet the requirements of the Agreement or differs in any way from those requirements, and this is other than as a result of a Default by the Authority, the Supplier shall at its own expense re-schedule and carry out the Services in accordance with the requirements of the Agreement within such reasonable time as may be specified by the Authority.

### **3 Supply of Goods**

3.1 Where, as part of the Services, the Supplier is to sell goods or equipment ("**Goods**") to the Authority:

3.1.1 the relevant Goods and their prices shall be as set out in Schedule 1 (Service Order);

3.1.2 the Supplier shall supply and, where relevant, install the Goods in accordance with the relevant specification;

3.1.3 the Supplier shall ensure that the Goods are free from material defects in design, materials and workmanship and remain so for twelve (12) months after delivery;

3.1.4 if following inspection or testing the Authority considers that the Goods do not conform with the relevant specification, the Authority shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance; and

3.1.5 without prejudice to any other rights or remedies of the Authority the risk and title in the Goods shall pass to the Authority at the time of delivery or such earlier time as required at the Authority's sole discretion.

### **4 Warranties**

4.1 The Supplier represents and warrants that:

4.1.1 in the three years prior to the Effective Date, it has been in full compliance with all applicable securities and Tax Laws and regulations in the United Kingdom and in the jurisdiction in which it is established;

4.1.2 it has notified the Authority in writing of any Occasions of Tax Non-Compliance and any litigation, enquiry or investigation in which it or its Subcontractors is/are (as appropriate) involved that is in connection with, or which may lead to any Occasion of Tax Non-Compliance;

4.1.3 no profit warnings, proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier's assets or revenue; and

4.2 If at any time a Party becomes aware that a representation or warranty given by it under Clause 4.1.1 or 4.1.2 has been breached, is untrue, or is misleading, it shall immediately notify the other Party of the relevant occurrence in sufficient detail to enable the other Party to make an accurate assessment of the situation.

### **5 Term**

5.1 The Agreement shall take effect on the Effective Date and shall expire on the Expiry Date, unless it is terminated in accordance with the terms and conditions of the Agreement.

### **6 Charges, Payment and Recovery of Sums Due**

6.1 The Charges for the Services shall be as set out in Schedule 1 (Service Order) and Schedule 8 (Financial Matters) and, subject to Clause 6.11, shall be the full and exclusive remuneration of

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the Supplier in respect of the supply of the Services. Unless otherwise agreed in writing by the Authority, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.

- 6.2 The Supplier shall invoice the Authority as specified in the Agreement and in particular in Schedule 8 (Financial Matters). Each invoice shall include such supporting information required by the Authority to verify the accuracy of the invoice ("**Supporting Documentation**"), including the relevant Purchase Order Number (and CD Reference) and a breakdown of the Services supplied in the invoice period.
- 6.3 To facilitate payment, the Supplier shall use an electronic transaction system chosen by the Authority and shall:
  - 6.3.1 register for the electronic transaction system in accordance with the instructions of the Authority;
  - 6.3.2 allow the electronic transmission of purchase orders and submitting of electronic invoices via the electronic transaction system;
  - 6.3.3 designate a Supplier representative as the first point of contact with the Authority for system issues; and
  - 6.3.4 provide such data to the Authority as the Authority reasonably deems necessary for the operation of the system including, but not limited to, electronic catalogue information.
- 6.4 The Authority has implemented its electronic transaction system (myBUY). Each invoice and any Supporting Documentation required to be submitted in accordance with this Clause 6 shall be submitted by the Supplier, as directed by the Authority from time to time via myBUY. The Authority shall pay any registration and/or subscription fees payable in respect of the Supplier's access to and use of the electronic transaction system and the Supplier's obligations to comply with clauses 6.3 and 6.4 are conditional upon such fees being paid by the Authority.
- 6.5 The Supplier acknowledges and agrees that should it commence Services without a Purchase Order Number:
  - 6.5.1 the Supplier does so at its own risk; and
  - 6.5.2 the Authority shall not be obliged to pay the Charges without a valid Purchase Order Number having been provided to the Supplier.
- 6.6 The Authority shall regard an invoice as valid only if it complies with the provisions of this Clause 6. The Authority shall promptly return any non-compliant invoice to the Supplier and the Supplier shall promptly issue a replacement, compliant invoice.
- 6.7 In consideration of the supply of the Services by the Supplier, the Authority shall pay the Supplier the invoiced amounts no later than 30 days after receipt of a valid invoice which includes a valid Purchase Order Number.
- 6.8 If there is a dispute between the Parties as to the amount invoiced, the Authority shall pay the undisputed amount. The Supplier shall not suspend the supply of the Services unless the Supplier is entitled to terminate the Agreement for a failure to pay undisputed sums in accordance with Clause 20.2. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in Clause 23.
- 6.9 If a payment of an undisputed amount is not made by the Authority by the due date, then the Authority shall pay the Supplier interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.
- 6.10 If any sum of money is recoverable from or payable by the Supplier under the Agreement (including any sum which the Supplier is liable to pay to the Authority in respect of any breach of the Agreement), that sum may be deducted unilaterally by the Authority from any sum then due, or which may come due, to the Supplier under the Agreement or under any other agreement or contract with the Authority. The Supplier shall not be entitled to assert any credit, set-off or



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counterclaim against the Authority in order to justify withholding payment of any such amount in whole or in part.

**Expenses**

- 6.11 Where the Authority expressly agrees in writing, the Supplier shall be entitled to be reimbursed by the Authority for Reimbursable Expenses (in addition to being paid the relevant Charges), provided that such Reimbursable Expenses are supported by Supporting Documentation.
- 6.12 The Authority shall provide a copy of its current expenses policy to the Supplier upon request.

**Promoting Tax Compliance**

- 6.13 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Authority shall, following the receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Services.
- 6.14 The Supplier shall at all times comply with all other Laws and regulations relating to Tax.
- 6.15 The Supplier shall provide to the Authority the name and, as applicable, the Value Added Tax registration number, PAYE collection number and either the Corporation Tax or self-assessment reference of any agent, supplier or sub-contractor of the Supplier prior to the commencement of any work under this Agreement by that agent, supplier or sub-contractor. Upon a reasonable request by the Authority including the provision of written reasons, the Supplier shall not employ or will cease to employ any agent, supplier or sub-contractor or sub-contractor.
- 6.16 Where an amount of Tax, including any assessed amount, is due from the Supplier an equivalent amount may be deducted by the Authority from the amount of any sum due to the Supplier under this Agreement.
- 6.17 If, at any point during the Term, an Occasion of Tax Non-Compliance occurs and or any litigation, enquiry or investigation in which it or its sub-contractors is/are (as appropriate) involved that is in connection with, or which may lead to, any Occasion of Tax Non-Compliance, the Supplier shall:
  - 6.17.1 notify the Authority in writing of such fact within five (5) Working Days of its occurrence; and
  - 6.17.2 promptly provide to the Authority:
    - (a) details of the steps which the Supplier is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and
    - (b) such other information in relation to the Occasion of Tax Non-Compliance as the Authority may reasonably require.
- 6.18 The Supplier shall indemnify the Authority on a continuing basis against any liability, including any interest, penalties or costs incurred, that is levied, demanded or assessed on the Authority at any time in respect of the Supplier's failure to account for or to pay any Tax relating to payments made to the Supplier under this Agreement. Any amounts due under this Clause 6.18 shall be paid in cleared funds by the Supplier to the Authority not less than five (5) Working Days before the date upon which the Tax or other liability is payable by the Authority.
- 6.19 The Supplier shall provide (upon reasonable request within such reasonable period notified by the Authority) information which demonstrates how the Supplier complies with its Tax obligations.
- 6.20 If the Supplier fails to comply (or if the Authority receives information which demonstrates that the Supplier has failed to comply) with any of the provisions in Clauses 6.14 to 6.19 (inclusive) then this shall allow the Authority to terminate the Agreement pursuant to Clause 20.1.1.
- 6.21 The Authority may internally share any information which it receives under Clauses 6.15 to 6.17

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(inclusive) and 6.19.

**Income Tax and National Insurance Contributions**

- 6.22 Where the Supplier or any Supplier Personnel are liable to Tax in the UK or to pay national insurance contributions in respect of consideration received under this Agreement, the Supplier shall:
- 6.22.1 at all times comply with the Income Tax (Earnings and Pensions) Act 2003 and all other Laws and regulations relating to income tax, and the Social Security Contributions and Benefits Act 1992 and all other Laws and regulations relating to national insurance contributions, in respect of that consideration;
  - 6.22.2 indemnify the Authority against any income tax, national insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the provision of the Services by the Supplier or any Supplier Personnel for which the Supplier is not primarily liable to account to the Authority under the relevant Laws and regulations; and
  - 6.22.3 provide (upon reasonable request within such reasonable period notified by the Authority) information which demonstrates how the Supplier complies with Clause 6.22.1 or why Clause 6.22.1 does not apply to the Supplier (including such specific information as the Authority may request),
- and if the Supplier fails to comply (or if the Authority receives information which demonstrates that the Supplier has failed to comply) with any of the provisions above in this Clause 6.22 then this shall allow the Authority to terminate the Agreement pursuant to Clause 20.1.1.
- 6.23 The Authority may internally share any information which it receives under Clause 6.22.3.
- 6.24 The Supplier shall have no liability to the Authority under this clause 6 arising from a genuine mistake in relation to any tax matters provided that the Supplier shall take steps to rectify the mistake as soon as reasonably practicable after discovery of the same.

**7 Premises and equipment**

- 7.1 Subject always to Clause 8, the Authority shall provide the Supplier with reasonable access to the Premises for the purpose of supplying the Services. All equipment, tools and vehicles brought onto the Premises by the Supplier or the Supplier Personnel shall be at the Supplier's risk save that the Authority shall be responsible for any misuse or abuse of such equipment, tools and vehicles by the Authority, its employees, agents, contractors or visitors or for any damage arising as a result of the negligence of the Authority or such people.
- 7.2 If the Supplier supplies all or any of the Services at or from the Authority's premises, on completion of the Services or termination or expiry of the Agreement (whichever is the earlier) the Supplier shall vacate the Authority's premises, remove the Supplier's plant, equipment and unused materials and all rubbish arising out of the provision of the Services and leave the Authority's premises in a clean, safe and tidy condition. The Supplier shall be solely responsible for making good any damage to the Authority's premises or any objects contained on the Authority's premises which is caused by the Supplier or any Supplier Personnel, other than fair wear and tear.
- 7.3 If the Supplier supplies all or any of the Services at or from its premises or the premises of a third party, the Authority may, during normal business hours and on reasonable notice, inspect and examine the manner in which the relevant Services are supplied at or from the relevant premises.
- 7.4 The Authority shall be responsible for maintaining a security policy in respect of the Site. While on the Premises the Supplier shall, and shall procure that all Supplier Personnel shall, comply with all the Authority's reasonable security requirements.
- 7.5 Where all or any of the Services are supplied from the Supplier's premises, the Supplier shall, at its own cost, comply with all reasonable security requirements specified by the Authority in

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writing.

- 7.6 Without prejudice to Clause 2.2.6, any equipment provided by the Authority for the purposes of the Agreement shall remain the property of the Authority and shall be used by the Supplier and the Supplier Personnel only for the purpose of carrying out the Agreement. Such equipment shall be returned promptly to the Authority on expiry or termination of the Agreement.
- 7.7 The Supplier shall reimburse the Authority for any loss or damage to the equipment (other than deterioration resulting from normal and proper use) caused by the Supplier or any Supplier Personnel. Equipment supplied by the Authority shall be deemed to be in a good condition when received by the Supplier or relevant Supplier Personnel unless the Authority is notified otherwise in writing within 5 Working Days of the Supplier becoming aware of the same.

## **8 Supplier Personnel and Key Personnel**

- 8.1 If the Authority reasonably believes that any of the Supplier Personnel are unsuitable to undertake work in respect of the Agreement, it may, by giving written notice and written reasons to the Supplier:
  - 8.1.1 refuse admission to the relevant person(s) to the Authority's premises;
  - 8.1.2 direct the Supplier to end the involvement in the provision of the Services of the relevant person(s); and/or
  - 8.1.3 require that the Supplier replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by the Authority to the person removed is surrendered,

and the Supplier shall comply with any such notice.

- 8.2 The Supplier shall:
  - 8.2.1 ensure that all Supplier Personnel who have not previously been approved by the Authority prior to the date of this Agreement are vetted in accordance with good industry practice, BPSS and any security requirements set out in Schedule 1 (Service Order);
  - 8.2.2 if requested, provide the Authority with a list of the names and addresses (and any other relevant information, including the capacities in which they are concerned with the Agreement) of all persons who may require admission to the Authority's premises in connection with the Agreement; and
  - 8.2.3 procure that all Supplier Personnel comply with any reasonable, written rules, regulations and requirements reasonably specified by the Authority.
- 8.3 Any Key Personnel shall not be released from supplying the Services without the agreement of the Authority, except by reason of long-term sickness, maternity leave, paternity leave, termination of employment or other extenuating circumstances.
- 8.4 Any replacements to the Key Personnel shall be subject to the prior written agreement of the Authority (not to be unreasonably withheld). Such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services. The Supplier shall use all reasonable endeavours to minimise any adverse impact on the Agreement which could be caused by a change in Key Personnel.
- 8.5 Where Supplier Personnel are required to have a pass for admission to the Authority's premises, the Authority's representative shall, subject to satisfactory completion of approval procedures, arrange for passes to be issued.

## **9 Assignment and sub-contracting**

- 9.1 The Supplier shall not without the prior written consent of the Authority assign, novate or in any way dispose of the benefit and/ or the burden of the Agreement or any part of the Agreement.
- 9.2 Save as set out in clause 9.3, the Supplier shall not sub-contract any of its obligations under the

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Agreement without the prior written consent of the Authority, not to be unreasonably withheld or delayed. At the Authority's discretion, it may require the Supplier to provide information on the sub-contractor's identity, the services it is proposed to it will provide and any further information reasonably required to inform its decision, including a copy of the proposed sub-contract. The Supplier shall be responsible for the acts and omissions of its sub-contractors as though they are its own and shall include in each sub-contract provisions which will enable the Supplier to meet its obligations under the Agreement.

- 9.3 The Authority hereby consents to the Supplier sub-contracting the provision of some or all of the Services to Salisbury Workplace Services Limited and/or to the subcontractors listed in paragraph 14.5 of the Specification.
- 9.4 The Authority may acting reasonably, in the granting of any consent pursuant to Clause 9.1 or 9.2, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal. The Supplier shall be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.
- 9.5 Where the Supplier enters into a sub-contract for the purpose of performing its obligations under the Agreement, it shall ensure that a provision is included in such sub-contract which requires payment to be made of all sums due by the Supplier to the sub-contractor within a specified period not exceeding 30 days from the receipt of a valid invoice.
- 9.6 Where the Authority has consented to the placing of sub-contracts, the Supplier shall, at the request of the Authority, send copies of each sub-contract, to the Authority as soon as is reasonably practicable.
- 9.7 The Authority may assign, novate, or otherwise dispose of its rights and obligations under the Agreement without the consent of the Supplier provided that such assignment, novation or disposal shall not increase the burden of the Supplier's obligations under the Agreement.

## **10 Intellectual Property Rights**

- 10.1 All Intellectual Property Rights in any materials provided by the Authority to the Supplier for the purposes of this Agreement shall remain the property of the Authority but the Authority hereby grants the Supplier a royalty-free, non-exclusive and non-transferable licence to use such materials as required until termination or expiry of the Agreement for the sole purpose of enabling the Supplier to perform its obligations under the Agreement.
- 10.2 All Intellectual Property Rights in any materials created or developed by the Supplier pursuant to the Agreement or arising as a result of the provision of the Services shall vest in the Supplier. If, and to the extent, that any Intellectual Property Rights in such materials vest in the Authority by operation of law, the Authority hereby assigns to the Supplier by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such Intellectual Property Rights all its Intellectual Property Rights in such materials (with full title guarantee and free from all third party rights).
- 10.3 The Supplier hereby grants the Authority for the Term:
  - 10.3.1 a royalty-free, irrevocable, non-exclusive licence (with a right to sub-license) to use all Intellectual Property Rights in the materials created or developed pursuant to the Agreement and any Intellectual Property Rights arising as a result of the provision of the Services; and
  - 10.3.2 a royalty-free, irrevocable and non-exclusive licence (with a right to sub-license) to use:
    - (a) any Intellectual Property Rights vested in or licensed to the Supplier on the date of the Agreement; and
    - (b) any Intellectual Property Rights created during the Term but which are neither created or developed pursuant to the Agreement nor arise as a result of the provision of the Services,

including any modifications to or derivative versions of any such Intellectual Property Rights,

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which the Authority reasonably requires in order to exercise its rights and take the benefit of the Agreement including the Services provided.

- 10.4 The Supplier shall indemnify, and keep indemnified, the Authority in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Authority as a result of or in connection with any claim made against the Authority for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Services, to the extent that the claim is attributable to the acts or omission of the Supplier or any Supplier Personnel.

## **11 Remedies in the Event of Inadequate Performance**

- 11.1 Where a complaint is received about the standard of service or about the way any Services have been delivered or work has been performed or about the Agreement or procedures used or about any other matter connected with the performance of this Agreement, then the Authority's contract manager shall take all reasonable steps to ascertain whether the complaint is valid including (without limitation) asking the Supplier to respond to the complaint and to provide relevant information.
- 11.2 In the event that the Authority reasonably considers there has been a breach of this Agreement by the Supplier, or the Supplier's performance of its duties under the Agreement has failed to meet the Authority's requirements, as set out in the Specification or otherwise in the Agreement, without prejudice to any other rights and remedies under the Agreement, the Authority may:
- 11.2.1 make such deduction from the payment to be made to the Supplier as the Authority shall reasonably determine to reflect sums paid or sums which would otherwise be payable in respect of such of the Services as the Supplier shall have either failed to provide or have provided inadequately or which the Supplier is not obliged to provide pursuant to Clause 11.2.2;
  - 11.2.2 without terminating the Agreement, provide or procure the provision of part of the Services (and the Supplier shall not be obliged to provide such Services) until such time as the Supplier shall have demonstrated to the reasonable satisfaction of the Authority that the Supplier will once more be able to perform such part of the Services to the required standard;
  - 11.2.3 without terminating the whole of the Agreement, terminate the Agreement in respect of part of the Services only (whereupon a corresponding reduction in the Charges shall be made) and thereafter itself provide or procure a third party to provide such part of the Services; and/or
  - 11.2.4 terminate, in accordance with Clause 20, the whole of the Agreement

PROVIDED THAT the Authority shall always act proportionately and reasonably when exercising its rights pursuant to this Clause 11.2.

## **12 Governance and Records**

- 12.1 The Supplier shall:
- 12.1.1 attend progress meetings with the Authority at the frequency and times reasonably specified by the Authority and shall ensure that its representatives are suitably qualified to attend such meetings; and
  - 12.1.2 submit progress reports to the Authority at the times and in the format reasonably specified by the Authority.
- 12.2 The Supplier shall keep and maintain until 6 years after the end of the Agreement, or as long a period as may be agreed between the Parties, full and accurate records of the Agreement including the Services supplied under it and all payments made by the Authority. The Supplier shall on reasonable written request afford the Authority or the Authority's representatives such access to those records as may be reasonably requested by the Authority in connection with

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the Agreement.

**13 Confidentiality, Transparency and Publicity**

**13.1 Subject to Clause 13.2, each Party shall:**

- 13.1.1 treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of the disclosing Party; and
- 13.1.2 not use or exploit the disclosing Party's Confidential Information in any way except for the purposes anticipated under the Agreement.

**13.2 Notwithstanding Clause 13.1, a Party may disclose Confidential Information which it receives from the other Party:**

- 13.2.1 where disclosure is required by applicable law or by a court of competent jurisdiction;
- 13.2.2 to its auditors or for the purposes of regulatory requirements;
- 13.2.3 on a confidential basis, to its professional advisers;
- 13.2.4 to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;
- 13.2.5 where the receiving Party is the Supplier, to the Supplier Personnel on a need to know basis to enable performance of the Supplier's obligations under the Agreement provided that the Supplier shall procure that any Supplier Personnel to whom it discloses Confidential Information pursuant to this Clause 13.2.5 shall observe the Supplier's confidentiality obligations under the Agreement; and
- 13.2.6 where the receiving Party is the Authority:
  - (a) on a confidential basis to the employees, agents, consultants and contractors of the Authority;
  - (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company to which the Authority transfers or proposes to transfer all or any part of its business;
  - (c) to the extent that the Authority (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or
  - (d) in accordance with Clause 15.

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Authority under this Clause 13.

**13.3 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of the Agreement is not Confidential Information and the Supplier hereby gives its consent for the Authority to publish this Agreement in its entirety to the general public (but with any information that is exempt from disclosure in accordance with the FOIA redacted) including any changes to the Agreement agreed from time to time. The Authority may consult with the Supplier to inform its decision regarding any redactions and accepts that that Charges are commercially sensitive information but shall have the final decision in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA.**

**13.4 The Supplier shall not, and shall take reasonable steps to ensure that the Supplier Personnel shall not:**

- 13.4.1 make any press announcement or publicise the Agreement or any part of the Agreement

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in any way; or

13.4.2 use the Authority's name or brand in any promotion or marketing or announcement of orders,

except with the prior written consent of the Authority.

13.5 Each Party acknowledges to the other that nothing in this Agreement either expressly or by implication constitutes an endorsement of any products or services of the other Party and each Party agrees not to conduct itself in such a way as to imply or express any such approval or endorsement.

13.6 The Supplier shall assist and cooperate with the Authority to enable the Authority to publish this Agreement.

#### **14 Official Secrets Acts and related Legislation**

14.1 The Supplier shall comply with, and shall ensure that its Supplier Personnel comply with:

14.1.1 the provisions of the Official Secrets Acts 1911 to 1989;

14.1.2 the obligations set out in Section 182 of the Finance Act 1989 and Section 18 of the Commissioners for Revenue and Customs Act 2005 to maintain the confidentiality of Authority Data. Further, the Supplier acknowledges that (without prejudice to any other rights and remedies of the Authority) a breach of the aforesaid obligations may lead to a prosecution under Section 182 of the Finance Act 1989 and/or Section 19 of the Commissioners for Revenue and Customs Act 2005; and

14.1.3 Section 123 of the Social Security Administration Act 1992, which may apply to the fulfilment of some or all of the Services. The Supplier acknowledges that (without prejudice to any other rights and remedies of the Authority) a breach of the Supplier's obligations under Section 123 of the Social Security Administration Act 1992 may lead to a prosecution under that Act.

14.2 The Supplier shall regularly (not less than once every twelve (12) months) remind all Supplier Personnel in writing of the obligations upon Supplier Personnel set out in Clause 14.1 above. The Supplier shall monitor the compliance by Supplier Personnel with such obligations.

14.3 The Supplier shall ensure that all Supplier Personnel who will have access to, or are provided with, Authority Data sign (or have previously signed) a declaration, in a form acceptable to the Authority, acknowledging that they understand and have been informed about the application and effect of Section 18 and 19 of the Commissioners for Revenue and Customs Act 2005. The Supplier shall provide a copy of each such signed declaration to the Authority upon demand.

14.4 In the event that the Supplier or the Supplier Personnel fail to comply with this clause, the Authority reserves the right to terminate the Agreement under Clause 20.1.1 with immediate effect.

#### **15 Freedom of Information**

15.1 The Supplier acknowledges that the Authority is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and shall:

15.1.1 provide all necessary assistance and cooperation as reasonably requested by the Authority to enable the Authority to comply with its obligations under the FOIA and the Environmental Information Regulations 2004;

15.1.2 transfer to the Authority all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;

15.1.3 provide the Authority with a copy of all Information belonging to the Authority requested in the Request for Information which is in its possession or control in the form that the Authority requires within 5 Working Days (or such other period as the Authority may reasonably specify) of the Authority's request for such Information; and

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- 15.1.4 not respond directly to a Request for Information unless authorised in writing to do so by the Authority.
- 15.2 The Supplier acknowledges that the Authority may be required under the FOIA and the Environmental Information Regulations 2004 to disclose Information concerning the Supplier or the Services (including commercially sensitive information) without consulting or obtaining consent from the Supplier. In these circumstances the Authority shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the Supplier advance notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.
- 15.3 Notwithstanding any other provision in the Agreement, the Authority shall be responsible for determining in its absolute discretion whether any Information relating to the Supplier or the Services is exempt from disclosure in accordance with the FOIA and/or the Environmental Information Regulations 2004.

**16 Authority Data and Security Requirements**

- 16.1 When handling Authority data (whether or not Personal Data), the Supplier shall ensure the security of the data is maintained in line with the security requirements of the Authority as notified to the Supplier from time to time, including any requirements set out in Schedule 6 (Security Requirements).
- 16.2 Where the Authority is required to provide by e-mail to the Supplier or Supplier Personnel, any departmental or customer data or any other information with a security marking of "OFFICIAL-SENSITIVE", to enable it to deliver the Services, the Supplier shall not (and shall procure that the Supplier Personnel do not) store that information on its personal computer (meaning a computer not provided by that person's employer for the purposes of carrying out of their work) or any form of removable media.
- 16.3 Any breach of this Clause 16 may result in termination of the Agreement under Clause 20.1.

**17 Liability**

- 17.1 The Supplier shall not be responsible for any injury, loss, damage, cost or expense suffered by the Authority if and to the extent that it is caused by the negligence or wilful misconduct of the Authority or by breach by the Authority of its obligations under the Agreement.
- 17.2 Subject always to Clauses 17.3 and 17.3.2:
- 17.2.1 the Supplier's aggregate liability in respect of loss of or damage to the Authority premises or other property or assets of the Authority (including technical infrastructure, assets or equipment but excluding any loss or damage to the Authority's Data or any other data) that is caused by Defaults of the Supplier shall in no event exceed 1 million pounds;
- 17.2.2 the aggregate liability of the Supplier in respect of all other Losses howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply of the Services, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed 100% of the Charges paid or payable to the Supplier; and
- 17.2.3 except in the case of claims arising under Clauses 10.4 and 22.3, and subject to Clause 17.4, in no event shall the Supplier be liable to the Authority for any:
- (a) loss of profits;
  - (b) loss of business;
  - (c) loss of revenue;
  - (d) loss of or damage to goodwill;
  - (e) loss of savings (whether anticipated or otherwise); and/or



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(f) any indirect, special or consequential loss or damage.

17.3 Nothing in the Agreement shall be construed to limit or exclude:

17.3.1 either Party's liability for:

- (a) death or personal injury caused by its negligence or that of the Supplier Personnel;
- (b) fraud or fraudulent misrepresentation by it or that of the Supplier Personnel; or
- (c) any other matter which, by law, may not be excluded or limited; or

17.3.2 the Supplier's liability under the indemnity in Clause 10.4 (*Intellectual Property Rights*) and 22.3 (*Prevention of Fraud and Corruption*); or

17.3.3 the Supplier's liability for any regulatory losses, fines and/or expenses incurred by the Authority and any further costs incurred by the Authority in order to meet any additional requirements imposed by a relevant regulatory body as a result of the relevant breach.

17.4 Notwithstanding Clause 17.2.3 but subject to Clause 17.2, the Supplier and the Authority both acknowledge that the other party may, amongst other things, recover from the defaulting party the following Losses incurred by the non-defaulting party to the extent that they arise as a result of a Default by the defaulting party which are deemed to be a non exhaustive list of direct and recoverable Losses:

17.4.1 any additional operational and/or administrative costs and expenses incurred by the non-defaulting party, including costs relating to time spent by or on behalf of the non-defaulting party in dealing with the consequences of the Default;

17.4.2 any wasted expenditure or charges;

17.4.3 in the case of default by the Supplier, the additional cost of procuring Replacement Services for the remainder of the Term and/or replacement Deliverables, which shall include any incremental costs associated with such Replacement Services and/or replacement Deliverables above those which would have been payable under this Agreement;

17.4.4 any compensation or interest paid to a third party by the non-defaulting party;

17.4.5 any fine or penalty incurred by the non-defaulting party pursuant to Law and any costs incurred by the Authority in defending any proceedings which result in such fine or penalty; and

17.4.6 without prejudice to Clause 16 (Authority Data and Security Requirements), any losses associated with corruption, loss or degradation to the non-defaulting party's Data.

## 18 Insurance

18.1 The Supplier shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Supplier, arising out of the Supplier's performance of its obligations under the Agreement, including in respect of death or personal injury, loss of or damage to property or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Supplier and shall be maintained for the Term.

18.2 The Supplier shall hold employer's liability insurance to a minimum of £5,000,000 in respect of Supplier Personnel in accordance with any legal requirement from time to time in force.

18.3 The Supplier shall give the Authority, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.

18.4 The Supplier shall hold and maintain for the Term professional indemnity insurance cover and

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shall ensure that all professional contractors involved in the provision of the project hold and maintain appropriate cover. Such insurance to be held by the Supplier or by any agent or sub-contractor involved in the provision of the project may be limited in respect of any one claim (but shall not be limited in any other respect), provided that any such limit shall in any event be not less than £1,000,000 (one million pounds).

**19 Force Majeure**

- 19.1 Neither Party shall have any liability under or be deemed to be in breach of the Agreement for any delays or failures in performance of the Agreement which result from circumstances beyond the reasonable control of the Party affected. Each Party shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than two months, either Party may terminate the Agreement by not less than one (1) month's written notice to the other Party.

**20 Termination**

- 20.1 Without prejudice to any other right or remedy it might have, the Authority may terminate the Agreement by written notice to the Supplier with immediate effect if the Supplier:
- 20.1.1 (without prejudice to Clause 20.1.4), is in material breach of any obligation under the Agreement which is not capable of remedy;
  - 20.1.2 repeatedly breaches any of the terms and conditions of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Agreement;
  - 20.1.3 is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;
  - 20.1.4 breaches any of the provisions of Clauses 8.2, 13, 15, 16 and 21; or
  - 20.1.5 becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Supplier (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Supplier's assets or business, or if the Supplier makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this Clause 20.1.5) in consequence of debt in any jurisdiction.
- 20.2 The Supplier may terminate this Agreement by providing at least twenty (20) Working Days' written notice to the Authority if the Authority fails to pay an undisputed sum due to the Supplier under this Agreement and such amount remains outstanding forty (40) Working Days after the receipt by the Authority of a notice of non- payment from the Supplier.
- 20.3 The Supplier may terminate the Agreement by written notice to the Authority if the Authority fails to pay an undisputed sum due to the Supplier under this Agreement and such amount remains outstanding 40 Working Days after the receipt by the Authority of a notice of non-payment from the Supplier.
- 20.4 if the Authority has not paid any undisputed amounts within 90 days of them falling due. If the Authority fails to pay such undisputed sums within 90 Working Days of the date of such written notice, the Supplier may terminate the Agreement in writing with immediate effect.
- 20.5 Termination or expiry of the Agreement shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under this clause and Clauses 1, 2.2, 6.1, 6.7, 7.1, 7.2, 7.6, 7.7, 8, 10, 12.2, 13, 15, 16, 17, 20.6, 21.5, 22.3, 23 and 24.7 or any other provision of the Agreement that either expressly or by implication has effect after termination.
- 20.6 Upon termination or expiry of the Agreement, the Supplier shall:

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- 20.6.1 give all reasonable assistance to the Authority and any incoming supplier of the Services; and
- 20.6.2 return all requested documents, information and data to the Authority as soon as reasonably practicable.

**21 Compliance**

- 21.1 The Supplier shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to Supplier Personnel and other persons working on the Authority's premises in the performance of its obligations under the Agreement.
- 21.2 The Supplier shall promptly notify the Authority of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement. The Authority shall promptly notify the Supplier of any health and safety hazards which may exist or arise at the Authority's premises and which may affect the Supplier in the performance of its obligations under the Agreement.
- 21.3 The Supplier shall:
  - 21.3.1 comply with all the Authority's health and safety measures while on the Authority's premises; and
  - 21.3.2 notify the Authority immediately in the event of any incident occurring in the performance of its obligations under the Agreement on the Authority's premises where that incident causes any personal injury or damage to property which could give rise to personal injury.
- 21.4 The Supplier shall:
  - 21.4.1 perform its obligations under the Agreement in accordance with all applicable equality Law and the Authority's equality and diversity policy as provided to the Supplier from time to time; and
  - 21.4.2 take all reasonable steps to secure the observance of Clause 21.4.1 by all Supplier Personnel.
- 21.5 The Supplier shall supply the Services in accordance with the Authority's environmental policy as provided to the Supplier from time to time.
- 21.6 In performing its obligations under the Agreement, the Supplier shall;
  - (a) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations from time to time in force including the Modern Slavery Act 2015;
  - (b) not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015; and
  - (c) notify the Authority as soon as it becomes aware, and in any event within five (5) working days, of any actual or suspected breach of its obligations under Clause 21.6(a) and/ or (b) including details of the breach and the mitigation action it has taken or intends to take in order to:
    - (i) remedy the breach; and
    - (ii) ensure future compliance with Clause 21.6(a) and (b).
- 21.7 If the Supplier fails to comply (or if the Authority receives information which demonstrates that the Supplier has failed to comply) with any of the provisions in Clause 21.6 then this shall allow the Authority to terminate the Agreement pursuant to Clause 20.1.1.

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**22 Prevention of Fraud and Corruption**

- 22.1 The Supplier shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Agreement or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement.
- 22.2 The Supplier shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Supplier Personnel and the Supplier (including its shareholders, members and directors) in connection with the Agreement and shall notify the Authority immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.
- 22.3 If the Supplier or the Supplier Personnel engages in conduct prohibited by Clause 22.1 or commits fraud in relation to the Agreement or any other contract with the Crown (including the Authority) the Authority may:
- 22.3.1 terminate the Agreement and recover from the Supplier the amount of any loss suffered by the Authority resulting from the termination, including the cost reasonably incurred by the Authority of making other arrangements for the supply of the Services and any additional expenditure incurred by the Authority throughout the remainder of the Agreement; or
  - 22.3.2 recover in full from the Supplier any other loss sustained by the Authority in consequence of any breach of this Clause.

**23 Dispute Resolution**

- 23.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement and such efforts shall involve the escalation of the dispute to the following sets of representatives consecutively:
- 23.1.1 first the matter will be discussed in the next regular monthly meeting between the parties;
  - 23.1.2 secondly, to the personnel listed as level 1 escalation point in Paragraph 3 of Schedule 3;
  - 23.1.3 thirdly, to the personnel listed as level 2 escalation point in Paragraph 3 of Schedule 3;
  - 23.1.4 fourthly to the to the personnel listed as level 3 escalation point in Paragraph 3 of Schedule 3,
- provided that each set of representatives listed above shall consider the dispute for at least 10 Working Days before escalating the dispute to the next set of representatives listed above if the dispute remains unresolved and the Parties consider the matter sufficiently urgent to escalate.
- 23.2 If the dispute is not resolved by the Parties in accordance with Clause 23.1, the dispute may by agreement between the Parties be referred to a neutral adjudicator (the "**Adjudicator**") chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.
- 23.3 If the Parties fail to appoint a Adjudicator within one month, or fail to enter into a written agreement resolving the dispute within one month of the Adjudicator being appointed, either Party may exercise any remedy it has under applicable law.
- 23.4 Notwithstanding Clauses 23.1 to 23.3, either Party may at any time take proceedings or seek remedies before any court or tribunal of competent jurisdiction:
- 23.4.1 for interim or interlocutory remedies in relation to this Agreement or infringement by the other Party of that Party's Intellectual Property Rights; and/or
  - 23.4.2 where compliance with Clause 23.1 to 23.3 may leave insufficient time for that Party to commence proceedings before the expiry of the limitation period.

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**24 General**

- 24.1 Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.
- 24.2 A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.
- 24.3 The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.
- 24.4 The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.
- 24.5 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.
- 24.6 The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.
- 24.7 Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 24.8 If any provision of the Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.

**25 Notices**

- 25.1 Any notice to be given under the Agreement shall be in writing and may be served by personal delivery, first class recorded or, subject to Clause 25.3, e-mail to the address of the relevant Party set out in Paragraph 5 (Address for Notices) of Schedule 3 (Contract Management Plan and Management Information), or such other address as that Party may from time to time notify to the other Party in accordance with this clause.
- 25.2 Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise delivery shall be deemed to occur on the next Working Day. An email shall be deemed delivered when sent unless an error message is received.
- 25.3 Notices under Clauses 19 (Force Majeure) and 20 (Termination) may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in Clause 25.1.

**26 Governing Law and Jurisdiction**

- 26.1 The validity, construction and performance of the Agreement, and all contractual and non contractual matters arising out of it, shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

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## Schedule 1 Service Order

HM REVENUE & CUSTOMS SERVICE ORDER	
<b>A1. HMRC Information</b> Purchase Order to be issued under separate cover	
CD Reference:	[REDACTED]
Purchase / Limit Order No	TBC via myBuy
Material Group: For HMRC use only	FM service delivery
HMRC Commercial Contact	
Name:	[REDACTED]
Contact Telephone No.:	[REDACTED]
email:	[REDACTED]
HMRC Work Manager	
Name:	[REDACTED]
Contact Telephone No.:	[REDACTED]
Contact Address:	[REDACTED]
email:	[REDACTED]
HMRC Authorised Officer: (Sponsor/Budget Approver/Invoicing & timesheets)	[REDACTED]

<b>A2. Supplier Information</b>	
Supplier:	[REDACTED]
Contact:	[REDACTED]
Contact Tel No:	[REDACTED]
Contact Address:	[REDACTED]
email:	[REDACTED]

<b>A3. Contractual Detail</b>	
Special Terms and Conditions: e.g. overtime, expenses, travel & subsistence, notice period.	None

<b>A4. Project Information</b>	
Project Title	[REDACTED]
Primary Location: (including full address)	[REDACTED]
Services Start Date:	[REDACTED]
End Date:	[REDACTED]

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A5. Commercial Detail	
As set out at Schedule 8	£
	£
Grand Total (£) exclusive of VAT:	

A6. Specification
The section below should be used to provide clear details relating to the requirements for delivery of the project/assignment. It should include, where appropriate, milestones / key deliverables with dates, and proposals for skills transfer.
The Specification is at Annex 1

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**ANNEX 1: SPECIFICATION**

**1. INTRODUCTION**

- 1.1 The Supplier shall in accordance with the requirements of this Agreement, provide the following services:
- 1.1.1 Planned Preventative Maintenance ("PPM") of all mechanical and electrical assets identified within the Asset List detailed within Appendix 1 of this Specification ("Assets").
  - 1.1.2 Reactive maintenance being the response to calls reported to the Supplier via the helpdesk including the repair and/or making safe where possible.
  - 1.1.3 Helpdesk facility to receive all enquiries related to the Assets on 24 hours, 365 days per year, basis.
- 1.2 The Authority shall in accordance with the requirements of this Agreement:
- 1.2.1 Allow the Supplier appropriate access to the Premises to enable the Supplier to carry out the Supplier's obligations under this Agreement.
  - 1.2.2 Supply the Supplier with such information as the Supplier may reasonably require enabling the Supplier to fulfil its obligations under this Agreement including all operating and maintenance manuals applicable to the Assets and record drawings.
  - 1.2.3 Provide the Supplier with the necessary facilities including serviced office accommodation (including furniture, computers, telephones, IT connections, email and photocopying services) together with the free use of such electricity, gas and water, telephone, internet or facsimile services that there may be at the Premises.
  - 1.2.4 Allow the Supplier Personnel to use all toilet, welfare and parking facilities at the Premises.

**2. SERVICE REQUIREMENTS**

- 2.1 **Integration:** The Supplier shall provide an integrated Service ensuring a seamless and coordinated delivery and effective synergies with the Authority's third party suppliers and service providers are delivered at all times. The Supplier shall take advantage of synergies between the different Services and the benefits that integration will bring.
- 2.1.1 The Supplier will work collaboratively with the Authority to promote excellence and innovation and enhance the reputation of the Authority amongst key stakeholders across Government and within local communities.
- 2.1.2 The Supplier shall:
- a) Focus on cross / multi-skilling of Supplier Personnel to allow for efficiencies when delivering the required Services;
  - b) Share more efficient ways of working with the Authority that will ensure better working practices in delivering the Services;
  - c) Work collaboratively with the Authority and identify opportunities in relation to delivering the Services;



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- d) Be alert and provide the benefits of working together to the Authority. The Supplier shall also provide the most advantageous options in relation to the deployment of Supplier Personnel in order to deliver the required Services in the most efficient, cost effective and sensible manner.

2.1.3 The Supplier shall work collaboratively with the Authority when establishing their operational delivery plan and shall focus on the use of technology, data and analytics to develop, maintain and improve the workplace experience and value-for-money for the Authority. These initiatives shall include:

- a) Use of intelligent software to monitor working conditions (e.g. lighting levels, office temperatures);
- b) Use of intelligent systems to aid with the delivery of smarter cleaning, energy usage and maintenance solutions;
- c) Use of new technology, to include CCTV, movement sensors, drones and robotic solutions, to support the delivery of Services where appropriate; and
- d) Use of automated room booking systems and technology to maximise efficient use of facilities at the Premises and to monitor space utilisation.

2.1.4 The Supplier shall ensure that all opportunities identified that have the potential to deliver performance, economic and social value improvements are presented to the Authority for consideration.

## **2.2 Health and Safety**

2.2.1 The Supplier shall prepare and as appropriate, revise a written safety policy statement. This safety policy must be signed by the Supplier Managing Director or appropriate senior manager.

2.2.2 The Supplier shall ensure:

- a) Their safety policy statement aligns with the requirements of the Authority and that throughout the Term, they have suitable organisation and arrangements in place to implement their safety policy;
- b) The safety policy and safety management plan shall be readily available and accessible to all their employees and anyone, including the Authority, who may require sight of it; and
- c) Details of their Safety Management shall be reviewed and revised accordingly to take account of legislation and other factors that may affect its effectiveness.

2.2.3 They have appropriate number of first aid trained personnel deployed to successfully meet their own and the Authority's H&S requirements in accordance with the Health and Safety (First Aid Regulations) 1981.

2.2.4 If required, the Supplier shall provide a professional advice service on all matters relating to the Health and Safety at Work Act 1974 and any subsequent re-enactments.

2.2.5 The Supplier shall notify the Authority in writing of any potential implications of not implementing the recommendations of any advice given.

2.2.6 The Supplier shall be responsible for recording and investigating all accidents, incidents, dangerous occurrences and near misses involving their staff, to include Sub-Contracted third party staff delivering FM Services on their behalf, and shall issue a written report which shall include recommendations to prevent any repeat to the Authority.

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- 2.2.7 The Supplier shall be responsible for ensuring that all RIDDOR related incidents are reported in accordance with HSE legislation and shall ensure the Authority is notified immediately in writing.

**2.3 Management Services**

- 2.3.1 The Supplier shall:

- a) Be responsible for ensuring a change management plan is in place;
- b) Develop and maintain appropriate management and staffing levels for the supply of the Services;
- c) Review all method statements and risk assessments from third party suppliers prior to the start of any FM related activities to ensure:
- d) The works processes and control measures are compliant with all Health and Safety and Authority requirements; and
- e) All Supplier Personnel engaged in the work possess the relevant skills, qualifications and accreditations to undertake the works.
- f) Comply with all of the Authority's procedures and Security Policies and act upon the instructions of the Authority should there be a change in the threat assessment and Response Level;
- g) Ensure that all staff adopt and follow all security contingency plans as directed by the Authority in the event of a security alert or incident;
- h) Be responsible for ensuring all Supplier staff are provided with the necessary training in relation to their responsibilities and activities when changes in security status occur;
- i) Be aware that the implementation of these enhanced measures may require all Supplier, Sub Contractor and supply chain staff to vacate an Affected Property as directed by the Authority;
- j) Ensure that Supplier Personnel and Subcontractors requiring access to the Premises have the appropriate security clearance. It is the Supplier's responsibility to establish whether or not the level of clearance will be sufficient for access;
- k) Unless prior approval has been received from the Authority the Supplier shall be responsible for meeting the costs associated with security clearances for Supplier staff and sub-contractors;
- l) Unless prior approval has been received from the Authority the Supplier shall be responsible for the provision of security cleared escort services and shall meet all associated costs as required for works undertaken by the Supplier on in-scope Services; and
- m) The Supplier shall provide expert technical and professional advice to the Authority upon request on issues related to the Services detailed within this Specification.

**2.4 Service Delivery Plans**

- 2.4.1 The Supplier shall prepare a SDP for the whole contract, describing its approach to providing the required Services. As a minimum, the buildings and Asset maintenance management SDP shall contain:

- a) Scope and Services objectives;
- b) Approach and methodology: Asset management method statement for meeting the Authority's requirements, including treatment of any lifecycle / sinking funds (if applicable) and details regarding where such funds will reside, safeguards on early draw down and control of such funds;
- c) Variation Procedures and additional work requests;
- d) Operational structure including resource proposals;
- e) Planned maintenance and Asset lifecycle replacement schedule and delivery methodology;
- f) Quality policy / quality statement;
- g) Third party suppliers / partners;

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- h) Balanced scorecard certification;
- i) Procurement of Services;
- j) Procurement of materials taking account of embodied carbon and recycled content;
- k) Planned Preventative Maintenance ("PPM") methodology / SFG20 methodology / schedules; including Uniclass and NRM classifications for interoperability;
- l) Computerised Asset management system;
- m) Building management system;
- n) Routine maintenance;
- o) Formulation of the PPM programme;
- p) Maintenance management, recording and reporting;
- q) Critical spares management;
- r) Inspections;
- s) Maintenance and renewal;
- t) Management arrangements;
- u) Quality management;
- v) Complaints management processes;
- w) Operational liaison;
- x) Reactive maintenance Service; and
- y) Reactive vandalism maintenance Service.

## 2.5 Permit to Work

### 2.5.1 The Supplier shall:

- a) Be responsible for issuing and managing all permits to work, including hot works permits for each Premises as required by the Authority and shall ensure the provision of sufficient, suitably qualified and experienced Authorising Engineers ("AE") and Authorised Persons ("AP") required to effectively operate and administer the permit to work;
- b) Be required to manage and agree all third party consents as part of this process (for example landlords) before commencing works or Services. The Supplier shall liaise with the helpdesk and any estates management suppliers in order to comply with this requirement. All permits to work shall be supported by full risk assessments and method statements for undertaking the work;
- c) Be responsible for the setting-up and the operation of a safe system of work, including risk assessments and method statements, with regard to all aspects of its operation. As part of this process the Supplier shall ensure that Supplier Personnel and sub-contractors who are undertaking work at the Premises, consult the asbestos register and sign to indicate that this has been carried out;
- d) Operate the permit to work system through the CAFM System. The Supplier shall ensure that the permit is approved by the Authority and that the timing for when it can occur is agreed with the Authority;
- e) Be cognisant that the Authority Authorised Representative will have access via a web portal to the CAFM System and to details of planned visits to the Premises, including the status of permit to work. The Supplier shall not be allowed in the Premises should the permit to work not be indicated as authorised within the CAFM System; and
- f) Contact the Authority Authorised Representative to show that the permit to work has been received, has the necessary authorisation and all of the relevant parties are aware of the programmed work or Service and the timescales for delivery.

## 2.6 Risk management

- 2.6.1 Where required and in conjunction with the Authority, the Supplier shall construct a risk register for the Premises. The Supplier shall have sole responsibility for the drafting and updating of the risk register.

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- 2.6.2 The Supplier shall be required to operate business unit specific risk management systems including the drafting and updating of such systems.

**2.7 Customer satisfaction**

- 2.7.1 The Supplier shall ensure that:

- a) They have processes in place to provide a proactive and responsive customer service, managing customer satisfaction to the agreed levels throughout the duration of the Term;
- b) They have processes in place for managing customer satisfaction, ensuring satisfactory customer service is provided to the Authority, building users, occupants of Authority housing, users of training facilities, all stakeholders and customers at all times;
- c) The Supplier shall conduct customer satisfaction surveys as part of their ongoing commitment to continuous improvement and performance management (in addition to ensuring value for money).
- d) The Supplier's SDPs shall contain details of the proposed methodology for carrying out the customer satisfaction surveys including:
- e) Survey method / medium (online, paper based etc.);
- f) Approach to maximising survey responses;
- g) Sample / draft questionnaire; and
- h) Approach to the analysis of results.

- 2.7.2 Where the customer satisfaction survey results are of a score less than the agreed satisfaction level, the Supplier shall investigate the cause of the dissatisfaction and produce an action plan to address the root cause of customer dissatisfaction, and where appropriate carry out further investigations to establish whether the cause of the dissatisfaction has been resolved.

**2.8 Reporting**

- 2.8.1 The Supplier shall ensure that:

- a) All data used to generate reports is held within or is accessible by the CAFM System;
- b) They deliver a dynamic reporting capability to the Authority via electronic interface accessible via portal and web browser facility;
- c) The format, standard and frequency of reporting is developed and agreed with the Authority and delivered in accordance with their requirements; and
- d) The information required to report against its agreed KPIs is contained within the CAFM System and maintained accurately at all times.

- 2.8.2 The Supplier shall provide reports relating to the performance of the Supplier and statistical information relating to the Services being provided including:

- a) Reportable incidents;
- b) Expert analysis reports;
- c) Self-service reporting capability;
- d) Performance measurement and reporting; and

- 2.8.3 **Reportable incidents:** The Supplier shall inform the Authority via the helpdesk service each time reportable incidents occur. These shall be recorded on the CAFM System and shall include:

- a) Health And Safety accidents and incidents, to include HSE RIDDOR reports;
- b) Pollution and contamination incidents;
- c) Statutory compliance failures;
- d) Asset and system failures which may impact on business continuity;

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- e) Physical and document security breaches;
- f) Service failures;
- g) Instances of wilful damage or vandalism;
- h) Complaints.

2.8.4 **Expert analysis reports:** The Supplier shall compile and analyse a suite of specific reports which is to be agreed with the Authority during the mobilisation period where applicable. This shall be in support of the Authority's performance measurement and management of the Services. The Supplier shall interpret the reports and provide a written commentary of its expert analysis, as specified by the Authority.

2.8.5 **Self-service reporting capability:** The Supplier shall provide the Authority with the ability to modify existing reports, or design and store user-specific reports on an ad hoc basis, as specified by the Authority.

2.8.6 **Supplier Performance measurement and reporting:** The Supplier shall report on its own performance against the agreed KPIs. These reports shall include summaries at region, establishment, business and Service level, as appropriate, for the following:

- a) Achievement against KPI agreements;
- b) Reasons for failure to meet any KPI agreements;
- c) Levels of statutory compliance;
- d) Performance against sustainability plan;
- e) Details of performance against planned maintenance activities, including reactive works generated from planned maintenance activities;
- f) Details of Assets or systems taken out-of-service for health and safety or operational reasons;
- g) Details of recommendations generated from Planned maintenance works;
- h) Reasons for failure to complete planned statutory and mandatory inspections / tasks;
- i) Progress / status of work orders;
- j) Waste volumes;
- k) Complaints;
- l) Health and Safety accident reporting / RIDDOR reports;
- m) Environmental incidents;
- n) Security breaches;
- o) Achievement against the delivery of statutory testing and inspections;
- p) Progress on outstanding actions; and
- q) Details of actions plans for the following Month which will be reviewed to check progress and track actions carried out to completion. The Authority shall not unreasonably withhold or delay agreement of these action plans with the Supplier.

## 2.9 Performance self-monitoring

2.9.1 The Supplier is required to undertake a performance self-monitoring regime which is to be agreed with the Authority. This shall be inclusive of all Services delivered by third party suppliers and partners.

2.9.2 Within the performance self-monitoring regime, the Supplier is required to:

- a) Operate procedures and systems to record information in support of performance monitoring and to enable regular robust performance reporting;
- b) Monitor the performance of the Services via a programme of internal and external audits and inspections and trend analysis of recorded data in the CAFM System and produce Monthly performance reports for the Authority; and

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- 2.9.3 The Supplier shall work with the Authority and support their internal management processes. The Supplier's self-monitoring regime shall recognise these processes and capture feedback from Authority audits and inspections, to include independent audits scheduled by the Authority. The Supplier shall be responsible for taking appropriate action to deliver agreed outcomes to identified issues and failures.

**2.10 Business Continuity and Disaster Recovery ("BCDR") Plan**

- 2.10.1 The Supplier shall have a BCDR Plan to deliver the Services at the Premises throughout the Term.

- 2.10.2 The Supplier shall:

- a) Notify the Authority as soon as it becomes aware of a Disaster event or a likely Disaster event. The Supplier shall collaborate with the Authority to ensure that the BCDR Plan interfaces seamlessly to support the Authority's business;
- b) Liaise with the Authority to ensure that appropriate communication lines are maintained;
- c) Ensure that its BCDR Plan addresses the loss of or disruption to all energy supplies and shall ensure that these have been reviewed and Tested to a programme agreed with the Authority. The Supplier shall coordinate the BCDR Plan with the Authority and utilities providers;
- d) Ensure its BCDR Plan is executed as planned with due expediency following the loss of one or more energy supplies. The Supplier shall inform the Authority of all scheduled interruptions to any energy supply if it may affect the Authority's operations.

**2.11 Quality Management Systems**

- 2.11.1 The Supplier shall have in place ISO 9001 accreditation.
- 2.11.2 The Supplier shall maintain such accreditation throughout the Framework Period.
- 2.11.3 The Supplier shall provide the Authority with evidence of its ISO 9001 accreditation upon request at any time during the Framework Period.
- 2.11.4 The Supplier shall implement a Quality Management Plan in accordance with the ISO 9001 Quality Accreditation, which shall include a proposed methodology to align with and support the Authority's existing ISO 9001 accreditation and its related systems and for delivering continuous improvement.
- 2.11.5 The Supplier shall be responsible for undertaking an annual review of their quality management system with the Authority to ensure compliance with ISO 9001 to ensure the management systems continue to be suitable, adequate and effective.

**2.12 Personnel and Training**

- 2.12.1 The Supplier shall ensure that all Supplier Personnel employed on the Agreement receive appropriate training to ensure the successful and safe delivery of the Services, these shall include the SDP, quality management plan, the health and safety (safe system of work) plan and sustainability plan. The training shall be programmed such that it includes induction, refresher and awareness training.
- 2.12.2 The Supplier shall be responsible for the provision of training and refresher training to Authority staff including:
- a) Use of CAFM and associated IT systems;

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- b) Business processes;
- c) Health and Safety;
- d) Use of fire-alarm testing and emergency systems; and
- e) Site Induction training.

- 2.12.3 The Supplier shall maintain appropriate staff records and training records for all Supplier Personnel. The Supplier shall also maintain records of any training provided to the Authority's staff.
- 2.12.4 The Supplier shall ensure that all Supplier Personnel provide evidence of their right to work in the United Kingdom in line with the Immigration, Asylum and Nationality Act 2006. The cost of obtaining any such evidence shall be the responsibility of the Supplier.
- 2.12.5 Any Supplier Personnel who has not received the clearance required by the Authority, and who are required to be at the Premises must be accompanied and supervised at all times by an individual who has the appropriate level of clearance.
- 2.12.6 The Supplier shall provide an induction programme for all Personnel and for any relevant Authority staff, and also participate in any relevant Authority induction programme.
- 2.12.7 The Supplier shall investigate where more than one (1) substantiated complaint is made against any individual member of the Supplier Personnel within any Month. The Supplier shall take appropriate action to mitigate future reoccurrence and include the complaint and action taken in the Monthly performance reports as required through the Contract with the Authority.
- 2.12.8 Supplier Personnel shall be suitably presented and wearing all required uniforms and/or appropriate work wear at all times. The Supplier shall be responsible for the provision of all equipment, work wear, uniforms and PPE for their Personnel.

**2.13 Selection and Management of Subcontractors**

- 2.13.1 The Supplier is required to actively manage all aspects of Sub-Contract involvement to ensure that all Services received reflect that required under the Agreement, and specifically that which is paid for. Key aspects of the role include the Services set out below:
- a) Protecting the Authority's agreed contractual position and ensuring that the agreed allocation of risk is maintained and that value for money is achieved;
  - b) Ensuring that all Subcontractors operate a Safe System of Work and that all activities at the Affected Property are delivered in compliance with the Supplier's Health & safety policy statement and Management Plan;
  - c) Performance monitoring against agreed KPIs;
  - d) Problem solving and Dispute (prevention and) resolution where issues exist;
  - e) Auditing and inspecting the Subcontractors' work, ensuring that they comply with the contractual requirements on quality, Health and Safety, environmental and legislative requirements;
  - f) Establish and maintain appropriate records and information management systems to record and manage the performance of the Subcontractors;
  - g) Receiving, checking and authorising invoices for payment for additional Services; and
  - h) Monitoring Subcontractors' approach to rectifying defects.

**2.14 Sustainability**

**2.14.1 Sustainability Management Plan**

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- 2.14.2 The Supplier shall develop, maintain and implement a sustainability management plan in line with the Authority's sustainability requirements.
- 2.14.3 The content, structure and format of the sustainability management plan shall be agreed between the Authority and the Supplier.
- 2.14.4 The sustainability management plan shall include the Supplier's approach to:
- a) Energy management;
  - b) Water, to include system infrastructure maintenance and waste water management;
  - c) Waste prevention and management including waste Hierarchy and segregation;
  - d) Recycling of waste paper; and
  - e) Minimising transport use.
- 2.14.5 The Supplier shall ensure that the sustainability management plan includes the Authority's specialist management requirements, including:
- a) Natural Environment;
  - b) Nature Conservation Sites;
  - c) Forestry Sites;
  - d) Public access requirements;
  - e) Environmental protection, including management of pollution spills, land contamination and groundwater levels;
  - f) Historic environment; and
  - g) Government historic estate.
- 2.15 Waste prevention and management**
- 2.15.1 The Supplier shall provide information to the Authority on the methods of disposal of waste, showing clear evidence of using disposal methods which are environmentally preferable (if required by the Authority). The Supplier shall assure that as much of the waste as possible will be recycled or used for energy recovery, rather than sent to landfill.
- 2.15.2 The Supplier shall collect and dispose of all of the waste in line with the waste hierarchy and best practice.
- 2.15.3 The following waste hierarchy shall apply:
- a) Eliminate;
  - b) Reduce;
  - c) Re-use and repair;
  - d) Recycle or compost;
  - e) Recover (energy recovery); and
  - f) Dispose.
- 2.15.4 If required by the Authority, the Supplier shall provide a waste diversion report for the Month and cumulatively year-to-date.
- 2.15.5 Waste transfer notes/certificates of destruction. A full audit trail of waste management shall be maintained by the Supplier and waste handling must be compliant with the Environmental Agency guidelines.
- 2.15.6 The Supplier shall agree with the Authority the process relating to the retention of certificates of destruction.



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2.15.7 Waste collection the Supplier shall:

- a) Ensure that waste carriers at the Premises remain authorised at all times and will ensure they renew their licences promptly. If at any time the waste carrier's licence or an environmental permit is withdrawn or revoked, the Supplier must inform the Authority immediately and cease any further movement of waste until they become authorised again;
- b) Ensure that transport carbon emissions are minimised by optimising collections and ensuring that transportation schedules are planned to reduce carbon emissions and/or through the use of well maintained, low emission vehicles and e.g. electric vehicles;
- c) Ensure that all Supplier Personnel responsible for collecting waste are trained and adhere to the Authority's Health and Safety and environmental policies; and
- d) Consider the potential for products to be re-deployed elsewhere

2.15.8 If the products are to be disposed of, this shall be done through an authorised treatment operator with a focus on re-use, component recovery or material recovery in preference to recycling.

2.15.9 Suppliers providing food and catering Services to Central Government Bodies are required to comply with the mandatory requirements of the GBS for Food and Catering Services and are encouraged to meet the best practice criteria of the GBS for food and catering Services.

2.15.10 Prior to any waste removals from the Authority's custody a signed waste transfer note, season ticket or a hazardous waste consignment note must be prepared. The Supplier shall ensure that this Documentation is completed correctly and submit consignee's returns to the producer as required by the legislation.

2.15.11 The Supplier shall bring packaging waste in line with Government initiatives by:

- a) Influencing packaging recovery and recycling rates, and so reduce the amount of packaging disposed into landfill; and
- b) Influencing the amount of packaging actually used in the supply chain.

2.15.12 The Supplier shall ensure all timber is treated in accordance with the relevant British Standard.

2.15.13 The Supplier shall reduce paper usage through behavioural change and the use of dedicated technologies. This shall include Suppliers and Subcontractors setting up their systems to Default to double-sided printing when using the Authority's systems.

2.15.14 The Supplier shall ensure that products purchased contain a high proportion of recycled content where available.

2.15.15 The Supplier shall avoid the use of hazardous substances including substances which are radioactive, flammable, explosive, toxic, corrosive, bio hazardous, oxidisers, asphyxiates, pathogens or allergens.

2.15.16 On the occasions where there are no alternatives, hazardous materials must be stored, used and disposed of in accordance with the instructions of the product Control of Substances Hazardous to Health ("CoSHH") regulations and all relevant legislation.

2.15.17 The Supplier shall ensure that all internal finishes, including solvents and paints are inert and meet best practice standards for using low levels of Volatile Organic Compounds ("VOC") during their manufacture.

2.15.18 The Supplier shall use products that contain low levels of solvents or are solvent-free, such as water-based paints, varnishes and/or glues.

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- 2.15.19 The Supplier shall prohibit the use of lead-based paints and primers.
- 2.15.20 All materials procured for the buildings shall contain or have been produced using no Ozone Depleting Potential ("ODP") or Global Warming Potential ("GWP") compounds.
- 2.15.21 All refrigerants used within the Premises shall have a GWP of less than five (5).
- 2.15.22 All equipment containing refrigerants shall be monitored and maintained with this process detailed within a dedicated maintenance strategy. Records and output reports shall be stored securely and linked to the space location and componentry associated to the Asset through the Asset information requirements.
- 2.15.23 No Chlorofluorocarbons ("CFCs") shall be used upon the Premises in line with the Montreal Protocol. The Supplier shall also prohibit the use of Hydro-chlorofluorocarbons ("HCFCs"). If equipment containing these materials is detected upon the estate, the Supplier shall maintain and/or phase out this equipment in line with the relevant legislation.
- 2.15.24 The Supplier shall ensure that the Authority is notified of all accidental emissions of ozone depleting substances and fluorinated greenhouse gases in equipment for which it is responsible.
- 2.15.25 The Supplier shall work to reduce the amount of travel undertaken by Supplier Personnel and third party suppliers by combining deliveries of Goods to the Premises.
- 2.15.26 The Supplier shall provide monitoring to benchmark the performance of the Premises and report on its overall transport usage against internal targets and the Greening Government Commitments targets.
- 2.15.27 The Supplier may be requested to collect and provide the appropriate data to the Authority on a Monthly basis.
- 2.15.28 The Supplier shall maintain records of actions taken to reduce the impact of transport. This will allow the Authority to share effective strategies across its regions.
- 2.15.29 The Supplier shall ensure that any vehicle purchases used (or predominantly used) by the Supplier for the purpose of providing the Services are in compliance with the GBS for transport.

### **3. PLANNED PREVENTATIVE MAINTENANCE**

- 3.1.1 In respect of all of the Services, the Supplier shall provide a comprehensive PPM system to the Assets in accordance with SFG20 or (if not applicable), with good industry practice. The obligations in this Clause 3 only apply to the Assets.
- 3.1.2 The Supplier will be responsible for the delivery of all planned maintenance services and shall ensure that statutory compliance is achieved and maintained at the Premises. The service shall be inclusive of the delivery of all statutory inspections, risk assessments, written scheme of examination and insurance inspections as required to achieve full statutory compliance at the Premises.
- 3.1.3 The Service shall recognise Authority requirements in regard to the delivery of planned maintenance that may be in addition to or in replacement of SFG20 requirements, landlord tenancy agreements that exist at the Premises and shall be responsible for ensuring these requirements are fully captured in the planned maintenance regime and managed via the CAFM System in accordance with the Asset information requirements to ensure that all

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Services are delivered in full compliance with the Authority's legal, statutory and lease obligations.

- 3.1.4 Where SFG20 is not applicable to a planned maintenance activity or where the Authority has specified bespoke requirements for the maintenance of systems and / or Assets are applicable, the Supplier shall be responsible for the creation of discretionary PPM task instructions to meet the Authority's requirements in accordance with SFG20. The Supplier shall ensure that these discretionary PPM activities are approved by the Authority prior to their addition to the PPM schedules and upload to their SFG20 / CAFM System.
- 3.1.5 The Supplier shall ensure that the planned maintenance schedules capture the requirements outlined within the Authority's quality management plan and sustainability management plan.
- 3.1.6 Where agreed with the Authority, the PPM schedule should include any agreed maintenance system, such as business focussed maintenance ("BFM"), condition based maintenance ("CBM") etc. The revised planned maintenance processes and scheduling shall be reflected within SFG20 where appropriate and be managed via the Supplier's CAFM System.
- 3.1.7 PPM tasks shall be generated through the CAFM System on a Monthly basis, in advance. The Supplier shall work to an annual PPM programme and ensure that an annual PPM schedule for the relevant year is available on the CAFM System for the Premises in accordance with the following process:
- 3.1.8 The Supplier shall ensure that the PPM works task sheet clearly identifies the Asset type, location, SFG20 task instruction and frequency or if not applicable, details of the work required and frequency as defined and agreed with the Authority;
- 3.1.9 The Supplier shall be responsible for the safe keeping and storage of any materials that may be directly delivered to the Premises, including other site specific critical spares as agreed with the Authority.
- 3.1.10 The Supplier shall agree access arrangements for restricted areas in advance with the helpdesk in order to avoid being denied entry and delaying the execution of the Services. In multi-occupancy buildings, the Supplier shall liaise with landlords, landlord's representatives and other relevant parties to ensure that the method statements are aligned with all of the building users' in respect of all of the Services.
- 3.1.11 The Supplier shall agree with the Authority the process relating to the retention of all statutory and mandatory certificates and related documentation.
- 3.1.12 The Supplier shall provide expert and technical advice on all maintenance matters upon the request of the Authority.

### **3.2 Mechanical and Electrical Engineering Maintenance**

- 3.2.1 The Supplier shall provide a professionally managed Mechanical and Electrical ("M&E") Maintenance Service which ensures the maintenance and operation of all items of plant and equipment within the Premises, are in accordance with the Authority's requirements.
- 3.2.2 The Supplier shall ensure the successful operation and optimum condition of all of the Authority's mechanical, electrical and plumbing systems. The Supplier shall ensure they are maintained at optimum performance in accordance with manufacturers' and installers' recommendations and statutory obligations.

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- 3.2.3 For the avoidance of doubt, these requirements include the maintenance of all gas, coal, biomass, LPG and oil fired systems and all associated infrastructure, to include storage tanks, pipework, flues, chimneys and air supply systems, cylinder storage facilities, bund storage equipment and detection systems as present within the Premises.
- 3.2.4 The Supplier shall implement an annual PPM programme that fully meets the maintenance requirements of the Chartered Institution of Building Services Engineers ("CIBSE") SFG20, or if not applicable, the maintenance requirements specified by the manufacturers, the Heating and Ventilation Contractors Association ("HVCA") and other relevant professional bodies.
- 3.2.5 The Supplier shall provide and review the current PPM schedule during the mobilisation period. The Supplier shall ensure the maintenance and operation of the built and installed Assets, within the Premises are maintained and operational for the Term.
- 3.2.6 The Supplier shall transmit notification of the planned maintenance via the CAFM System to the Authority Authorised Representative or their nominated deputy and allocate to the appropriate tradesmen. The works task sheet shall clearly identify the Asset type, location and work required. The Authority Authorised Representative shall agree access arrangements for restricted areas in order to avoid any interruption to business.
- 3.2.7 The Supplier shall provide all PPM activities, other than daily nominated or advised tasks, within seventy two (72) hours of scheduled date.
- 3.2.8 The Supplier shall monitor the Services so that operating conditions can be maintained and the quality of service provision can be recorded. The Supplier shall be responsible for establishing and maintaining the necessary systems including the use of the CAFM System to log and record responses to problems as they occur as well as recording performance of equipment, systems and Supplier Personnel.

**3.3 Ventilation and air conditioning systems maintenance**

- 3.3.1 The Supplier shall maintain ventilation, comfort cooling and air conditioning systems by using the same principles employed for other mechanical and electrical systems. Some of the air conditioning systems shall be designated by the Authority as business critical systems where appropriate.
- 3.3.2 This provision includes all catering extract and forced air systems inclusive of ductwork and terminal units.
- 3.3.3 The Supplier shall deliver air quality monitoring at the Authority Premises to meet COSHH 2002 and EH40 statutory requirements and all other statutory and best practice requirements linked to the delivery of the service, including HSEG409, HSG173 and CIBSE KS17. Where the installation of new fixed monitoring equipment is required to deliver these services the costs shall be met by the Authority.
- 3.3.4 The insides of ventilation and air conditioning ductwork shall be kept clean in accordance with Service SC3 Environmental Cleaning (below). The Supplier shall maintain the systems and ensure compliance with legal obligations in respect of health and safety and the management of greenhouse gases and ozone depleting substances and any other Specification or Standard required by the Authority.

**3.4 Environmental cleaning service**

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- 3.4.1 The Supplier shall clean kitchen extract and cell ventilation systems to ensure compliance with all statutory requirements.
- 3.4.2 The Supplier shall thoroughly clean general mechanical ventilation and environmental systems. This shall include air conditioning systems, LEV ductwork and extract hoods to ensure compliance with all statutory requirements.
- 3.4.3 The Supplier shall deliver the services in compliance with all statutory requirements.
- 3.4.4 Where the Authority requests additional cleaning services at a frequency which exceeds the requirements of the statutory requirements, these shall be rechargeable and managed via the Billable Works and Projects process.
- 3.4.5 The Supplier shall ensure that all works are recorded and managed via the Supplier's CAFM system.
- 3.4.6 The Supplier shall preserve a satisfactory standard of hygiene within air distribution and extract systems.

**3.5 Fire detection and firefighting systems maintenance**

- 3.5.1 The Supplier shall be responsible for ensuring all fire-fighting equipment and systems are tested in accordance with the applicable British Standards, Approved Codes of Practice, manufacturer's recommendations and industry best practice.
  - a) All systems shall be tested including:
  - b) Extinguishers;
  - c) Voice alarm systems;
  - d) Smoke pressurisation and extraction systems;
  - e) Fume Cupboards;
  - f) Suppression systems;
  - g) Sprinkler systems;
  - h) Public Address systems;
  - i) Evacuation chairs;
  - j) Lift evacuation systems; and
  - k) Emergency communications systems (refuges).
- 3.5.2 The Supplier shall be responsible for operating fire alarm testing in accordance with fire regulations, ensuring logs are accurate and up-to-date and weekly tests are operated within two (2) minutes of any agreed times. Voice announcement system broadcasts or announcements shall all be performed professionally and in accordance with the Authority's requirements.
- 3.5.3 The Supplier shall be responsible for resetting all equipment upon completion of the fire alarm testing, to include air conditioning systems, gas supplies and gas suppression systems.
- 3.5.4 The Supplier shall test fire detection systems in a manner that ensures full functionality of the fire system and associated devices. The results shall be recorded within the fire log-book at the Premises and centrally within the management regime. Details of the outcome of the tests should be passed to the Authority Authorised Representative at the Premises.
- 3.5.5 All abnormal test results shall be immediately advised to the Authority, and dealt with under the auspices of the reactive maintenance Services.

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- 3.5.6 It is the responsibility of the Supplier to notify the CAFM System / helpdesk of each instance where works are raised as a result of testing of firefighting or detection systems.
- 3.5.7 The Supplier shall ensure any changes or enhancements to the fire systems are recorded in the fire risk assessment for the Premises.
- 3.5.8 The Supplier shall inform the Authority Authorised Representative when they are to undertake maintenance work to the fire safety systems. This shall be carried out in line with the Authority's policies for example The Regulatory Reform (Fire Safety) Order 2005 at the Premises.

**3.6 Lifts, hoists and conveyance systems maintenance**

- 3.6.1 The Supplier shall provide a fully comprehensive maintenance regime to the lifts, hoists and conveyance systems within the Premises. The Supplier shall be responsible for meeting minimum response times contained within the performance regime if there are problems with the system's components, items and panels.
- 3.6.2 The Supplier shall ensure that all necessary information regarding the lifting and conveyance system are recorded within the CAFM System. The Supplier shall:
- 3.6.3 Manage the thorough examination of lifts by an independent competent person and forward reports to the Authority;
  - a) Keep lift records;
  - b) Act on any recommendations that cost less than the Inclusive Repair Threshold;
  - c) Inform the Authority of any work required costing more than the Inclusive Repair Threshold;
  - d) Inform the Authority of any lift that is out of service, the reason why and the time the lift will be back in service;
  - e) Ensure that lift cars are taken out of service in the case of dangerous situations;
  - f) Ensure the competency of those who carry out the work and train Supplier staff in the rescue and freeing of trapped passengers;
  - g) Ensuring the availability of replacement parts;
  - h) Carry out a detailed risk assessment for all works; and
  - i) Include fireman lifts and lift evacuation systems.

**3.7 Security, access and intruder systems maintenance**

- 3.7.1 The Supplier shall maintain all security, access and intruder systems within the Premises and any new systems put in place to ensure correct functioning throughout the course of the Agreement.
- 3.7.2 It will be the Supplier's responsibility to ensure the continued functioning of security, access and intruder systems.
- 3.7.3 The Supplier shall ensure that any failure that leads to a weakness in security is rectified within the agreed timescale.
- 3.7.4 The Supplier shall liaise with the Authority's security representative and any relevant Government security equipment specialists over the issues of security, access and intruder system including synergistic areas where security provision is supplied directly by Government staff.

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**3.8 Internal and external building fabric maintenance**

- 3.8.1 The Supplier shall provide a professionally managed, "Planned Preventative Fabric Maintenance Service" in accordance with a system and programme of building fabric maintenance. This programme shall take account of the Asset registers, planned maintenance schedules and all relevant lease obligations.
- 3.8.2 Variations from periodic maintenance shall be agreed between the Supplier and the Authority in advance.
- 3.8.3 Planned Maintenance tasks shall be generated through the CAFM System on a Monthly basis, in advance. The Supplier shall provide day-to-day repairs to the internal and external fabric. The Supplier shall submit notification of the day-to-day repairs via the CAFM System to the Authority Authorised Representative or its nominated deputy and allocated to the appropriate tradesmen. This may be by raising a service request via the system if an independent helpdesk is utilised. The works task sheet shall clearly identify the Asset type, location and work required. The Authority shall agree access arrangements for restricted areas in order to avoid any interruption to business.
- 3.8.4 The Supplier shall ensure that in instances of spot (reactive) re-lamping, they acknowledge the need to ensure electrical safety when replacing lamps in addition to ensuring consistency in colour balancing throughout the area and in keeping with the Authority's requirements.
- 3.8.5 The Supplier shall agree access arrangements for restricted areas with the helpdesk in advance in order to avoid being denied entry and delaying the execution of the Service. In multi-occupancy buildings the Supplier shall be required to liaise with landlords, landlord's representatives and other relevant parties to ensure that the method statements are aligned with all of the building users' requirements.
- 3.8.6 The Supplier shall provide redecoration works on an elective basis as per the Billable Works process and upon instruction from the Authority's Authorised Representative. Any redecoration work required as a result of reactive maintenance shall be included with the reactive maintenance work.
- 3.8.7 The Supplier shall provide a gutter clearance service and shall ensure drainage systems including but not limited to pipes, gutters, manholes and parapet gutters. The Supplier shall ensure that these are kept functional at all times and remain free from debris, leaves and other blockages at all times. Where Authority Premised exceed four (4) storeys and have no fixed roof access equipment fitted to enable the delivery of the gutter cleaning service the Authority shall be responsible for the provision of the portable equipment required to deliver the service. Costs for the provision of the portable equipment shall be managed via the Billable Works and Projects process.
- 3.8.8 The Supplier shall provide a securing and making safe Service in the event of break-ins, vandalism or damage to the external building on a reactive basis. This shall include but shall not be limited to boarding up windows on a temporary basis and re-glazing of broken windows as a minimum requirement. This Service shall be paid for as additional works as per the Billable Works process.
- 3.8.9 The Supplier shall execute the Service during the operational working hours. The Service may be executed outside these hours for operational reasons, to meet deadlines or other particular requirements including avoidance of disruption and noise.

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3.8.10 The Supplier shall be responsible for the maintenance and statutory inspections of the Authority's Health and Safety and building protection systems including:

- a) Safety eye-bolts;
- b) Fixed roof edge protection handrail systems;
- c) Free-standing roof edge protection handrail systems;
- d) Cradle access systems;
- e) Fall and arrest safety lifelines and mansafe systems;
- f) Lightning protection systems;
- g) Flood protection systems;
- h) Window and door security equipment, e.g. shutters, window bars and grilles;
- i) Bird protection systems, e.g. nets, spikes and sirens;
- j) Waste storage and recycling facilities;
- k) External fire exists and fire escape routes;
- l) Doors including locks and door furniture;
- m) External lighting systems, including pathway and street lighting; and
- n) External vehicle storage facilities; e.g. cycle and motorcycle enclosures.

3.8.11 The Supplier shall ensure that fire doors are maintained and in efficient working order and carry out a cursory examination to ensure that the fire door:

- o) Closes fully into its frame;
- p) The intumescent and smoke seals are fitted and not damaged;
- q) The gap between the door and its frame is between 3-5mm; and
- r) The door has no sign of physical damage and the door has appropriate signage in line with the Authority's policies and statutory requirements.

**3.9 Reactive maintenance services**

3.9.1 The Supplier shall provide a professionally managed Service for reactive repairs and maintenance 24 hours per day, 365 days per year.

3.9.2 This Service shall be managed through the CAFM System. All reactive maintenance works (including labour, materials, profit, overheads and any other relevant Costs) up to an Inclusive Repair Threshold shall be carried out and included within the Supplier's Charges.

3.9.3 All reactive repairs and maintenance (including labour, materials, profit, overheads and any other relevant Costs) above the Inclusive Repair Threshold and works arising from planned maintenance, are to be managed using the Billable Works and Approvals Process. All Works Arising from Planned Maintenance (including labour, materials, profit, Overheads and any other relevant Costs) up to an Inclusive Repair Threshold shall be carried out and included within the Supplier's Charges.

3.9.4 The helpdesk element of the CAFM System shall be the sole focus of reactive maintenance activities.

3.9.5 When an Asset is Beyond Economic Repair it shall be replaced at the Authority's cost. The Authority shall be the final arbiter on whether an Asset is Beyond Economic Repair but will act reasonably in reaching such decisions taking into account any one of the following:

3.9.6 If the projected cost of the repair exceeds the cost of replacing the Asset;

3.9.7 If the part(s) required to repair the Asset are no longer available unless there is a possibility of manufacture of part as a cost effective alternative; and/or

3.9.8 Any recommendations carried out as a result of condition Surveys.



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- 3.9.9 Where replacement has been deemed appropriate by the Authority, the Supplier shall assist the Authority in determining a suitable replacement option taking into account operational use, whole life cost and required life factor.
- 3.9.10 The Supplier shall proceed with emergency tasks in accordance with work package N (helpdesk), in the event of critical or emergency tasks to mitigate health and safety or Business Continuity and Disaster Recovery risks. The Supplier shall seek formal Approval from the Authority and shall keep the Authority advised at all times on the status, technical issues and cost of the task.
- 3.9.11 The Inclusive Repair Threshold shall apply to the task of making safe and shall be applied retrospectively after the situation has been made safe.
- 3.9.12 The Supplier shall ensure that all its conducting maintenance work remain fully engaged to ensure a fault free operation. The inherent skills of the Supplier Personnel shall ensure the timely identification and rectification of faults. Both faults identified by Authority and the Supplier Personnel shall be logged through the CAFM System for quality analysis. Each and every reactive Service request shall have an associated history, including completion date and time, within the helpdesk system.
- 3.9.13 Where the Supplier encounters reactive maintenance tasks which they believe have been caused by wilful damage or vandalism, they shall be required to produce a damage report in support of their assessment which shall include:
- a) The date and time the damage was identified;
  - b) A summary of the findings upon inspection;
  - c) Photographic evidence of the damage; and
  - d) Details of the condition at the previous maintenance work or inspection; and
  - e) An estimate of the cost of repair or replacement.
- 3.9.14 Where the Authority agrees the cause was deliberate, the Inclusive Repair Threshold shall not apply and the repair shall be managed via the Billable Works process.
- 3.9.15 The Supplier shall ensure that all Supplier Personnel attend to calls, with suitable and sufficient equipment and suitable training to deal with the reactive maintenance repair in a competent, safe and efficient manner.
- 3.9.16 The Supplier shall at all times ensure that its Personnel are competent, appropriately trained and deployed to cater for the variety of planned and unplanned demands in relation to reactive maintenance. The Supplier shall ensure that Supplier Personnel who are dispatched to reactive activities are appropriately trained to deliver a first-time fix. Where interface with electrical, mechanical or medium to high temperature hot water systems are involved, documented training schemes must be evidenced.
- 3.10 **Not in scope**
- 3.11 **Building Management System ("BMS") maintenance**
- 3.11.1 The operation of the Authority's building engineering Service is to be achieved through the BMS. The Supplier shall operate the systems in a competent, pro-active manner so as to control all of the systems and the internal environment and to maintain a secure and reliable Service.
- 3.11.2 The Supplier shall monitor any departures from agreed environmental parameters and shall take actions to rectify.

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- 3.11.3 Before adjusting set points or modifying software the Supplier shall fully understand the effect these actions may have on the air conditioning and other building Service systems process, and take account of the internal and external environment.
- 3.11.4 The Supplier shall ensure that the BMS is periodically upgraded as and when software versions are issued.
- 3.11.5 The Supplier shall ensure that the BMS forms part of the maintained Assets and is maintained and Serviced as part of the general maintenance regime and within the limits set by the Inclusive Repair Threshold.
- 3.11.6 The Supplier shall ensure that the BMS is configured to operate building systems at optimum energy efficiency.
- 3.11.7 The operation of the Authority's building engineering Service is to be achieved through the BMS. The Supplier shall operate the systems in a competent, pro-active manner so as to control all of the systems and the internal environment and to maintain a secure and reliable Service.

**3.12 Standby power system maintenance**

**3.12.1 The Supplier shall:**

- a) Be responsible for the maintenance and operation of backup generators and uninterrupted power supply equipment;
- b) Ensure that the backup equipment is available at all times and starts within ten (10) seconds of a mains power supply interruption or fluctuation;
- c) Liaise with the Authority for the load testing of this equipment;
- d) Be responsible for the accurate recording of systems that are connected to the generators and Uninterruptable Power Supply ("UPS") systems;
- e) Be responsible for ensuring that the systems are not overloaded and the balance between phases is maintained;
- f) Ensure that fuel levels in storage tanks are maintained at a minimum of seventy five per cent (75%) capacity;
- g) Ensure that invoices for fuel are dealt with as Pass Through Costs; and
- h) Conduct as a minimum one (1) annual black test on all standby power systems installed.

**3.13 High Voltage ("HV") and switchgear maintenance**

**3.13.1 The Supplier shall:**

- a) Maintain HV switchgear using the same principles employed for other mechanical and electrical systems. HV switchgear may be designated by the Authority as a business critical system;
- b) Ensure that substations are clean, dry, and ventilated. The Supplier shall ensure that tubular heaters are fitted where necessary to avoid condensation;
- c) Ensure that hardwood, metal or concrete duct covers are in place, except when work is being carried out. Under no circumstances shall items which are not directly concerned with the operation and maintenance of the HV installation be kept in the substation;
- d) Ensure that HV equipment is regularly inspected, maintained and tested to ensure that it is in a safe and serviceable condition;
- e) Ensure that any of its Personnel operating in an HV environment are authorised, suitably qualified and competent and shall at the very least:
- f) Be an electrical craftsman; and
- g) Be over the age of twenty three (23) years.

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- h) Ensure there is a qualified named High Voltage Authorised Person ("HVAP") engineer for the Premises; and
- i) Ensure that a permit to work system is used for this Service.

**3.14 Voice announcement system maintenance**

- 3.14.1 The Supplier shall be responsible for the provision and maintenance of all voice announcement systems and equipment. Where appropriate, this shall encompass liaison with the relevant third party supplier, ensuring that appropriate maintenance (both reactive and proactive) is carried out in accordance with service contracts, managing the renewal of service contracts and liaising with the Authority.

**4. REACTIVE MAINTENANCE**

- 4.1 The Supplier will provide a reactive maintenance service which will respond to calls received by the Supplier's helpdesk facility in respect of the Assets.
- 4.2 The Supplier will respond within the timeframes detailed in Schedule 2 (Service Levels and KPIs).
- 4.3 The Supplier will upon attendance following a call requesting a reactive response either repair the Asset to return it to a fully functional state or if this is not possible take such action as is necessary to make the Asset and/or the area as safe as possible. To do this the Supplier will follow the below steps:

**(a) Diagnose**

The Supplier will investigate and diagnose the problem. If this can be remedied at the time of the initial visit and the total cost of the work is £1,000 (exclusive of VAT) or below then the Supplier will proceed. If the work will cost above £1,000 (exclusive of VAT) then, unless the work is of Priority 1 (as defined in Schedule 2 (Service Level Agreements & Key Performance Indicators)), the Supplier will promptly provide a quotation for the work and request authority from the Authority to carry out the work.

**(b) Quote**

The Supplier will provide a quotation for all Reactive Maintenance. If the work was completed as emergency work or work valued at or under £1,000 (exclusive of VAT) as set out in point (a) above a quotation will be required retrospectively in order for a purchase order to be issued. All other work will require a quotation and a purchase order before any work can be carried out.

**(c) Proceed**

Once the Supplier has received a purchase order (for works greater than £1,000) the works can proceed.

- 4.4 In the event that a repair is not possible, the Supplier will notify the Authority of incident, the actions taken by the Supplier and the possible alternatives available to make the Asset fully functional, including where applicable a quotation to carry out any additional works including the replacement of the Asset.
- 4.5 With the exception of emergencies i.e. a P1 call, or where problems can be remedied at the time of investigation as set out at clause 4.3(a), no works in excess of £1,000 are to

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be undertaken by the Supplier following a call to the helpdesk without the prior agreement of the Authority.

- 4.6 All additional costs incurred by the Supplier following a call to the helpdesk will be reimbursed by the Authority on a cost plus basis using the percentage mark ups and hourly rates detailed within Schedule 8 (Financial Matters). Such costs will include, but are not limited to, overtime, materials, sub-contractor labour and material, plant costs.

## 5. CLEANING

- 5.1 The Supplier shall ensure that the required standard is in evidence daily before the start of the building users' business activity. As far as is reasonably practicable they specify and use cleaning materials and practices that are environmentally preferable, including utilisation of refillable containers throughout the entire product cycle where possible. All general cleaning activities shall take place during the hours of 8.00am to 5.00pm on Working Days ("Working Hours"). There will be occasion when cleaning within operational Working Hours is not suitable, therefore flexible alternative arrangements shall be agreed by the Authority and the cleaning schedule amended to reflect these. The Supplier shall be responsible for the supply of all cleaning materials.
- 5.2 The Supplier shall undertake all tasks associated with professional office cleaning to ensure that the offices, toilets, shower rooms, kitchens, catering areas, public areas, meeting and conference rooms, custody suites (where applicable), circulation space, and all other working areas, furniture, walls and floor spaces, are maintained to Achieve the necessary levels of cleanliness as defined within the BICS 2015 Standards (or later editions as published by BICS) to ensure all areas remain presentable and fit for their intended purpose. The Supplier shall be responsible for the daily cleaning of hard and soft flooring, desks, chairs, tables, worktops, mobile and static room partitions, internal glazing and walls and shall ensure that the routine cleaning takes place at the Premises as frequently as required in order to achieve the necessary levels of cleanliness as defined within the BICS 2015 Standards (or later editions as published by BICS).
- 5.3 The Supplier is responsible for the collection and removal of all waste from within the Premises to the designated central waste storage point/s on a daily basis.
- 5.4 The supply of all consumables and shall ensure that consumables will be charged for as reactive works. The Supplier will ensure that consumables are fully stocked at all required locations at the start of each Working Day. The Supplier shall provide an uninterrupted supply of consumables at the Premises, to the existing standard (unless approved otherwise) associated with the hygienic use of toilets, washing facilities, changing rooms, recovery rooms and tea points. At the end of each month the cost of the consumables supplied will be invoiced in line with the appropriate processes and mark ups as set out in Schedule 8 (Financial Matters).
- 5.5 The Supplier shall provide a self-funding sanitary towel vending Service where required. The vending areas shall be kept free from stains and spills.
- 5.6 The routine cleaning Service shall include the provision of a reactive cleaning service that shall be responsible for managing all requests generated via the helpdesk and shall ensure the full and safe use of the Premises is maintained. The cost of these reactive works will be subject to the delegated authority and will be billed in line with all reactive works in line with Schedule 8.
- 5.7 All requests for Reactive Cleaning Services shall be routed through the helpdesk to ensure seamless and efficient Service and be driven by the Service Level Agreements in place.
- 5.8 The Supplier shall ensure that all barrier matting is well maintained and kept clean. The costs for replacement barrier matting including coir matting should be charged in line with

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Schedule 8 (Financial Matters). The Supplier shall advise the Authority when replacement barrier matting, including coir matting, is required.

- 5.9 The Supplier shall provide a programme for periodic and deep cleaning activities to the Authority for Approval within one month of the start of the contract. The Supplier will also inform the Authority of all periodic cleaning activity one month prior to it being undertaken via the CAFM System or PPM schedule. The Supplier shall undertake deep cleaning Services to all kitchen, kitchen equipment, food storage areas, grease interceptors, food preparation areas and supporting areas in the Premises. The deep cleaning services are not required where catering services are delivered by a Authority appointed third-party provider;
- 5.10 The Supplier shall ensure that external building fabric, lighting, fixtures and fittings are maintained and clean. The Service should be integrated with the grounds maintenance Service where possible so that there is no duplication of tasks in external areas.
- 5.11 Internal window cleaning shall be carried out bi-annually by the Supplier to the required Standard. The Schedule is to be agreed with the Authority and planned via the CAFM System process or other PPM scheduling tool. The method statement is to include the required quality Standard and shall be provided by the Supplier. Internal window cleaning prices shall include all access equipment, labour and materials.
- 5.12 The cleaning of all bomb curtains requires a proportion of curtains to facilitate phased cleaning. A system shall be implemented by the Supplier to ensure that windows with bomb blast curtains are not left unprotected. This includes situations where the bomb blast net serves only for privacy purposes. Bomb blast nets have a limited life, circa five (5) years, and shall need replacement from time to time. All matters related to the cleaning or replacement of bomb blast curtains or netting shall be chargeable in line with reactive works in Schedule 8 (Financial Matters).
- 5.13 The Supplier shall ensure that external window cleaning is carried out bi-annually to the required Standard or in line with local by-laws in force in certain parts of the UK. The Schedule is to be agreed with the Authority and planned via the CAFM System or other PPM schedule. The method statement is to include the required quality Standard and shall be provided by the Supplier. The Supplier shall deliver the service making use of existing fixed access equipment at the Premises or via a pole and reach solution. The Supplier shall be responsible for the provision of equipment, labour and materials required to deliver the service. Where fixed access equipment is not present at the Premises all costs associated with the provision of portable access equipment shall be managed via reactive works process in line with Schedule 8 (Financial Matters).
- 5.14 Cleaning of communications and equipment rooms and all IT equipment is to be treated as reactive works and charged in line with Schedule 8 (Financial Matters).
- 5.15 On a reactive basis and chargeable in line with Schedule 8 (Financial Matters), the Supplier shall provide a Specialist Cleaning Service at the Premises which shall include:
- a) Antiques
  - b) Pictures;
  - c) Artwork;
  - d) Sculptures;
  - e) Statues;
  - f) Ceramics;
  - g) Fabrics;
  - h) Pictures, including frames;
  - i) Trophies;
  - j) Chandeliers; and
  - k) Curtains and window blinds.

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**6. GROUNDS MAINTENANCE**

- 6.1 The Supplier shall provide Hard landscaping Maintenance which includes:
- a) Footways/footpaths/pavements/road surfaces (including road drainage and storm drains);
  - b) Courtyard and terrace paving;
  - c) Steps and ramps to entrances;
  - d) Car parking areas;
  - e) Kerbs, edgings and pre-formed channels;
  - f) Fencing, gates and boundaries;
  - g) Fixed and portable Irrigation systems;
  - h) Lighting columns and lit bollards;
  - i) External furniture including wooden furniture, bicycle shelters and sculptures; and
  - j) Road and playground markings.
- 6.2 The Supplier shall ensure that all external hard surfaces are kept safe, clean and tidy. The Supplier shall ensure that Planned and Reactive Maintenance activities maintain areas of hard landscaping that are safe, free of defects and prevent any dangers or hazards to the Authority, its staff and building users. The Supplier shall ensure that all external wooden furniture, bicycle stores and the like are well maintained, regularly cleaned and kept in good repair. The Supplier shall respond to requests for Reactive Maintenance placed via the helpdesk. The Supplier shall ensure that a pro-active approach is taken to maintenance of hard landscaping and shall take advantage of the ability of the CAFM System to incorporate these activities into a PPM schedule, subject to the service change process.
- 6.3 The Supplier shall provide a reactive gritting, snow and ice clearance services as and when required at the Premises.
- 6.4 This service shall be routed via the helpdesk to ensure seamless and efficient service and be driven by the Service Level Agreements in place.
- 6.5 The Supplier will be responsible for the provision of all materials and consumables required to successfully deliver the service and ensure safe access to the Premises is maintained.
- 6.6 The Supplier shall take care during snow clearance to ensure that the Premises is not damaged.
- 6.7 All reactive services shall be outside the scope of works and will be charged for in line with Schedule 8 (Financial Matters).
- 6.8 The Supplier shall provide a soft landscaping and maintenance Service that may be integrated with other external Services such as cleaning and Hard Landscaping maintenance where applicable, so that there shall be no duplication of tasks in external areas. The Supplier shall maintain all external planted areas and shall maintain healthy and vigorous plants with a tidy weed free appearance.
- 6.9 The Supplier shall provide a horticultural service in respect of the provision and maintenance of external planting in beds and containers. All plants shall be maintained to ensure a pleasing and tidy appearance and are healthy in growth. All plants and shrubs that have died or appear to be dying shall be removed and replaced as soon as possible with a suitable, comparable replacement.
- 6.10 Where invasive weeds are present at the Premises, the Supplier shall inform and will work with the Authority to put in place surveillance regimes in line with statute (Wildlife and Countryside Act 1981 and Weeds Act 1959) to identify notifiable and invasive weeds to initially control and stop their spread with an objective to totally eradicate them. This

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service is deemed to be an addition to the scope and will be charged in line with Schedule 8 (Financial Matters).

- 6.11 The Supplier shall provide tree surgery on an ad hoc basis and evaluated on an elective basis which shall be excluded from the fixed price. The Supplier shall ensure that Supplier Personnel carrying out tree surgery Services are National Proficiency Tests Council qualified (or equivalent) in Arboriculture, and that all work is carried out to BS 3998 Standard. Any third party supplier(s) used by the Supplier for performing Tree Surgery Services shall be a full member of the Arboriculture Association.
- 6.12 The Supplier shall provide a professionally managed and proactive snow and ice clearance service to the Premises. Where snow or heavy frost is forecast, the Supplier shall take reasonable preventative measures to maintain safe surfaces for pedestrian and vehicle users. All roads, car parks, pathways, entrances and other affected surface areas of the Premises shall be free of snow and ice at the start of Working Hours and kept in an anti-slip condition. The Supplier shall be responsible for the provision of salt bins and salt at the Premises, and shall maintain stock levels to ensure health and safety is maintained. All costs associated with Snow and Ice Clearance and the maintenance of salt bins will be additional to contract, and recovered in line with Schedule 8 (Financial Matters).
- 6.13 Maintenance in respect of ponds, external water features, sea walls and river walls, where applicable, are additional to contract and will be charged for in line with Schedule 8 (Financial Matters).
- 6.14 Internal planting, cut flowers and Christmas trees shall be outside the scope and shall be dealt with as a cost in line with Schedule 8 (Financial Matters).

## 7. PEST CONTROL

- 7.1 The Supplier shall provide a bi-monthly planned and re-active pest control Service (subject to additional charge in line with Schedule 8 (Financial Matters)) to keep the Premises free from all types of rodents, birds and insects. Consideration shall be given to humane pest control.

## 8. WASTE

- 8.1 In fulfilment of its statutory duty of care, the Authority shall require the Supplier to provide full information on the methods of disposal of waste, showing clear evidence of using disposal methods which are environmentally preferable. In particular, the Authority shall be assured that as much of the waste as reasonably practicable shall be recycled or used for energy recovery, rather than sent to landfill.
- 8.2 The Supplier shall collect and remove all waste from the designated central waste storage point/s on a weekly basis. The Supplier shall provide waste receptacles, recycling stations and consumables appropriate to the waste item, in sufficient numbers and conveniently located. The Supplier shall remove all general waste in a manner appropriate to the waste item.
- 8.3 The Supplier shall provide a reactive Service for the collection and disposal of all types of general waste to meet any ad hoc requirements of the Authority. Costs shall be charged to the Authority as reactive works in line with Schedule 8 (Financial Matters).
- 8.4 The Supplier may be required to provide a four-weekly Service for the disposal of feminine hygiene waste and shall be required to provide standard sized and suitable receptacles for this type of waste in accordance with the Authority's reasonable requirements. The Supplier shall handle, transport, treat and dispose of all feminine hygiene waste in a

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manner suitable to their nature and potential to pollute or cause harm, taking account of the Dangerous Goods Regulations on labelling, containment and security for transport.

- 8.5 Confidential, Hazardous, and Medical waste is not covered by the contract and will be treated as a reactive works if required and charged in line with Schedule 8 (Financial Matters).

**9. NOT IN SCOPE**

**10. NOT IN SCOPE**

**11. FM SERVICES**

- 11.1 Move management service is not included in the scope of Services and all costs of the move shall be charged as additional works in line with Schedule 8 (Financial Matters). Where a move is required, the Supplier shall be responsible for managing the move process and for the execution of the move. The Supplier shall provide an estimate of the cost of the move and this shall be approved by the Authority prior to execution of the move. Where the move involves a flexible workspace, the management of the move shall, so far as is reasonably practicable, be undertaken in conjunction with any third party supplier in relation to space management to ensure that the aims and integrity of the flexible workspace is maintained.

**12. HELPDESK**

- 12.1 The Supplier will provide a helpdesk facility which is able to receive calls from the Authority 24 hours a day, 365 days a year.
- 12.2 The Supplier will log all calls on the Supplier's CAFM system and record all associated information relating to each call including, but not limited to, the response time and repair or make safe time.

**13. DILAPIDATION/LIFECYCLE REPORT**

Due to the length of this Agreement, the Supplier will not undertake a dilapidation or lifecycle report

**14. THE SUPPLIER'S STAFF**

- 14.1 The Supplier shall appoint a manager (the Contract Manager) as a dedicated single focal point for all contract matters and who will co-ordinate and manage all aspects of the Services.
- 14.2 The Contract Manager shall be fully qualified and experienced commensurate with the complexity and scope of the Services to be provided under this Agreement.
- 14.3 The Supplier shall ensure that, where necessary to the delivery of the Services or the Authority's operation of the Premises, the Contract Manager is available either pre-planned or on call to attend the Premises outside of Working Hours.
- 14.4 The Contract Manager shall have full autonomy and authority to enable him or her to make immediate decisions to ensure the continued efficient operation of the Premises and the successful delivery of the Services.
- 14.5 The Authority has approved to the appointment of the following approved sub-contractors in relation to the delivery of the Services:

**Subcontractor**

[REDACTED]  
[REDACTED]  
[REDACTED]

**Service**

[REDACTED]  
[REDACTED]  
[REDACTED]



OFFICIAL - SENSITIVE - COMMERCIAL

[REDACTED]

OFFICIAL - SENSITIVE - COMMERCIAL

## OFFICIAL - SENSITIVE - COMMERCIAL

## APPENDIX 1: ASSET LIST

Asset	Description	Quantity
S1177- AIRACOC001	Portable A/C Unit - S1177/Main Building/4th Floor	1
S1177- AIRACOC002	Portable A/C Unit - S1177/Main Building/4th Floor	1
S1177- AIRACOC003	Portable A/C Unit - S1177/Main Building/4th Floor	1
S1177- AIRACOC004	Portable A/C Unit - S1177/Main Building/3rd Floor	1
S1177- AIRACOC005	Portable A/C Unit - S1177/Main Building/3rd Floor	1
S1177- AIRACOC5000	Room Packaged Conditioners - S1177/Main Building/4th Floor	3
S1177- AIRACOC5001	Room Packaged Conditioners - S1177/Main Building/3rd Floor	2
S1177- AIRAHUAHU001	AHU Toilets - S1177/Main Building/Roof	1
S1177- AIRAHUAHU002	AHU - S1177/Main Building/Basement	1
S1177- AIRFANEXT001	Extract Fan Toilets - S1177/Main Building/Roof	1
S1177- AIRFANSMK4000	Fans-Extract - Including Fire/Smoke Extracts Units - Throughout	1
S1177- AIRFANSUP001	Toilet Extract Fan - S1177/Main Building/Roof	1
S1177- AIRFANVNT001	Extract Fan Lift Room - S1177/Main Building/Ground Floor	1
S1177- AIRFANVNT002	Supply Fan Lift Room - S1177/Main Building/Ground Floor	1
S1177- AIRFANVNT5000	Ventilation - S1177/Main Building/Ground Floor	2
S1177- AIRFANWAL001	Extract Fan - S1177/Main Building/4th Floor	1
S1177- AIRFANWAL002	Extract Fan - S1177/Main Building/3rd Floor	1
S1177- AIRFANWAL003	Extract Fan - S1177/Main Building/2nd Floor	1
S1177- AIRFANWAL004	Extract Fan - S1177/Main Building/Basement	1
S1177- AIRFANWAL005	Extract Fan - S1177/Main Building/Basement	1
S1177- AIRSPLIND001	Air Conditioner - S1177/Main Building/4th Floor	1
S1177- AIRSPLIND002	Up Draft A/C Unit - S1177/Main Building/3rd Floor	1
S1177- AIRSPLIND003	Up Draft A/C Unit - S1177/Main Building/2nd Floor	1

## OFFICIAL - SENSITIVE - COMMERCIAL

S1177- AIRSPLIND004	Up Draft A/C Unit - S1177/Main Building/2nd Floor	1
S1177- AIRSPLIND005	Up Draft A/C Unit - S1177/Main Building/2nd Floor	1
S1177- AIRSPLIND006	Air Conditioner - S1177/Main Building/Ground Floor	1
S1177- AIRSPLIND007	Air Conditioner - S1177/Main Building/Ground Floor	1
S1177- AIRSPLIND008	Air Conditioner - S1177/Main Building/Ground Floor	1
S1177- AIRSPLIND009	Air Conditioner - S1177/Main Building/Ground Floor	1
S1177- AIRSPLIND010	Air Conditioner - S1177/Main Building/2nd Floor	1
S1177- AIRSPLIND011	Air Conditioner - S1177/Main Building/2nd Floor	1
S1177- AIRSPLIND5000	Indoor Unit - S1177/Main Building/Ground Floor	4
S1177- AIRSPLIND5001	Indoor Unit - S1177/Main Building/2nd Floor	5
S1177- AIRSPLOUT001	Air Conditioner - S1177/Main Building/Roof	1
S1177- AIRSPLOUT002	Air Conditioner - S1177/Main Building/Roof	1
S1177- AIRSPLOUT003	Air Conditioner - S1177/Main Building/Roof	1
S1177- AIRSPLOUT004	Air Conditioner - S1177/Main Building/Roof	1
S1177- AIRSPLOUT005	Air Conditioner - S1177/Main Building/Roof	1
S1177- AIRSPLOUT006	Air Conditioner - S1177/Main Building/Roof	1
S1177- AIRSPLOUT007	Air Conditioner - S1177/Main Building/Roof	1
S1177- AIRSPLOUT008	Air Conditioner - S1177/Main Building/Roof	1
S1177- AIRSPLOUT009	Air Conditioner - S1177/Main Building/Roof	1
S1177- AIRSPLOUT010	Air Conditioner - S1177/Main Building/Roof	1
S1177- AIRSPLOUT011	Air Conditioner - S1177/Main Building/Roof	1
S1177- AIRSPLOUT012	Air Conditioner - S1177/Main Building/Roof	1
S1177- AIRSPLOUT013	Air Conditioner - S1177/Main Building/Roof	1
S1177- AIRSPLOUT014	Air Conditioner - S1177/Main Building/Roof	1
S1177- AIRSPLOUT015	Air Conditioner - S1177/Main Building/Roof	1

## OFFICIAL - SENSITIVE - COMMERCIAL

S1177- AIRSPLOUT016	Air Conditioner - S1177/Main Building/Roof	1
S1177- AIRSPLOUT017	Air Conditioner - S1177/Main Building/Roof	1
S1177- AIRSPLOUT018	Air Conditioner - S1177/Main Building/Roof	1
S1177- AIRSPLOUT019	Air Conditioner - S1177/Main Building/Roof	1
S1177- AIRSPLOUT020	Air Conditioner - S1177/Main Building/Roof	1
S1177- AIRSPLOUT021	Air Conditioner - S1177/Main Building/Roof	1
S1177- AIRSPLOUT022	Air Conditioner - S1177/Main Building/Roof	1
S1177- AIRSPLOUT023	Air Conditioner - S1177/Main Building/Roof	1
S1177- AIRSPLOUT024	Air Conditioner - S1177/Main Building/Roof	1
S1177- AIRSPLOUT025	A/C Ground Reception - S1177/Main Building/Basement	1
S1177- AIRSPLOUT026	A/C Body store Comms - S1177/Main Building/Basement	1
S1177- AIRSPLOUT027	Air Conditioner - S1177/Main Building/Roof	1
S1177- AIRSPLOUT028	Air Conditioner - S1177/Main Building/Roof	1
S1177- AIRSPLOUT029	Air Conditioner - S1177/Main Building/Roof	1
S1177- AIRSPLOUT030	Air Conditioner - S1177/Main Building/Roof	1
S1177- AIRSPLOUT5000	Outdoor Unit - S1177/Main Building/Roof	16
S1177- AIRSPLOUT5001	Outdoor Unit - S1177/Main Building/Basement	2
S1177- AIRSPLOUT5002	Outdoor Unit - S1177/Main Building/Roof	12
S1177- AIRSPLSYS5000	AC Systems - Indoor / Outdoor Units - Throughout	1
S1177- AIRTERFCU001	Fan coil - S1177/Main Building/6th Floor	1
S1177- AIRTERFCU002	Fan coil - S1177/Main Building/6th Floor	1
S1177- AIRTERFCU003	Fan coil - S1177/Main Building/6th Floor	1
S1177- AIRTERFCU004	Fan coil - S1177/Main Building/6th Floor	1
S1177- AIRTERFCU005	Fan coil - S1177/Main Building/6th Floor	1
S1177- AIRTERFCU006	Fan coil - S1177/Main Building/6th Floor	1

## OFFICIAL - SENSITIVE - COMMERCIAL

S1177- AIRTERFCU007	Fan coil - S1177/Main Building/6th Floor	1
S1177- AIRTERFCU008	Fan coil - S1177/Main Building/6th Floor	1
S1177- AIRTERFCU009	Fan coil - S1177/Main Building/6th Floor	1
S1177- AIRTERFCU010	Fan coil - S1177/Main Building/5th Floor	1
S1177- AIRTERFCU011	Fan coil - S1177/Main Building/5th Floor	1
S1177- AIRTERFCU012	Fan coil - S1177/Main Building/5th Floor	1
S1177- AIRTERFCU013	Fan coil - S1177/Main Building/5th Floor	1
S1177- AIRTERFCU014	Fan coil - S1177/Main Building/5th Floor	1
S1177- AIRTERFCU015	Fan coil - S1177/Main Building/5th Floor	1
S1177- AIRTERFCU016	Fan coil - S1177/Main Building/5th Floor	1
S1177- AIRTERFCU017	Fan coil - S1177/Main Building/5th Floor	1
S1177- AIRTERFCU018	Fan coil - S1177/Main Building/5th Floor	1
S1177- AIRTERFCU019	Fan coil - S1177/Main Building/4th Floor	1
S1177- AIRTERFCU020	Fan coil - S1177/Main Building/4th Floor	1
S1177- AIRTERFCU021	Fan coil - S1177/Main Building/4th Floor	1
S1177- AIRTERFCU022	Fan coil - S1177/Main Building/4th Floor	1
S1177- AIRTERFCU023	Fan coil - S1177/Main Building/4th Floor	1
S1177- AIRTERFCU024	Fan coil - S1177/Main Building/4th Floor	1
S1177- AIRTERFCU025	Fan coil - S1177/Main Building/4th Floor	1
S1177- AIRTERFCU026	Fan coil - S1177/Main Building/4th Floor	1
S1177- AIRTERFCU027	Fan coil - S1177/Main Building/4th Floor	1
S1177- AIRTERFCU028	Fan coil - S1177/Main Building/3rd Floor	1
S1177- AIRTERFCU029	Fan coil - S1177/Main Building/3rd Floor	1
S1177- AIRTERFCU030	Fan coil - S1177/Main Building/3rd Floor	1
S1177- AIRTERFCU031	Fan coil - S1177/Main Building/3rd Floor	1

## OFFICIAL - SENSITIVE - COMMERCIAL

S1177- AIRTERFCU032	Fan coil - S1177/Main Building/3rd Floor	1
S1177- AIRTERFCU033	Fan coil - S1177/Main Building/3rd Floor	1
S1177- AIRTERFCU034	Fan coil - S1177/Main Building/3rd Floor	1
S1177- AIRTERFCU035	Fan coil - S1177/Main Building/3rd Floor	1
S1177- AIRTERFCU036	Fan coil - S1177/Main Building/3rd Floor	1
S1177- AIRTERFCU037	Fan coil - S1177/Main Building/2nd Floor	1
S1177- AIRTERFCU038	Fan coil - S1177/Main Building/2nd Floor	1
S1177- AIRTERFCU039	Fan coil - S1177/Main Building/2nd Floor	1
S1177- AIRTERFCU040	Fan coil - S1177/Main Building/2nd Floor	1
S1177- AIRTERFCU041	Fan coil - S1177/Main Building/2nd Floor	1
S1177- AIRTERFCU042	Fan coil - S1177/Main Building/2nd Floor	1
S1177- AIRTERFCU043	Fan coil - S1177/Main Building/2nd Floor	1
S1177- AIRTERFCU044	Fan coil - S1177/Main Building/2nd Floor	1
S1177- AIRTERFCU045	Fan coil - S1177/Main Building/2nd Floor	1
S1177- AIRTERFCU046	Fan coil - S1177/Main Building/2nd Floor	1
S1177- AIRTERFCU047	Fan coil - S1177/Main Building/2nd Floor	1
S1177- AIRTERFCU048	Fan coil - S1177/Main Building/2nd Floor	1
S1177- AIRTERFCU049	Fan coil - S1177/Main Building/2nd Floor	1
S1177- AIRTERFCU050	Fan coil - S1177/Main Building/2nd Floor	1
S1177- AIRTERFCU051	Fan coil - S1177/Main Building/2nd Floor	1
S1177- AIRTERFCU052	Fan coil - S1177/Main Building/2nd Floor	1
S1177- AIRTERFCU053	Fan coil - S1177/Main Building/2nd Floor	1
S1177- AIRTERFCU054	Fan coil - S1177/Main Building/2nd Floor	1
S1177- AIRTERFCU055	Fan coil - S1177/Main Building/2nd Floor	1
S1177- AIRTERFCU056	Fan coil - S1177/Main Building/1st Floor	1

## OFFICIAL - SENSITIVE - COMMERCIAL

S1177- AIRTERFCU057	Fan coil - S1177/Main Building/1st Floor	1
S1177- AIRTERFCU058	Fan coil - S1177/Main Building/1st Floor	1
S1177- AIRTERFCU059	Fan coil - S1177/Main Building/1st Floor	1
S1177- AIRTERFCU060	Fan coil - S1177/Main Building/1st Floor	1
S1177- AIRTERFCU061	Fan coil - S1177/Main Building/1st Floor	1
S1177- AIRTERFCU062	Fan coil - S1177/Main Building/1st Floor	1
S1177- AIRTERFCU063	Fan coil - S1177/Main Building/1st Floor	1
S1177- AIRTERFCU064	Fan coil - S1177/Main Building/1st Floor	1
S1177- AIRTERFCU065	Fan coil - S1177/Main Building/1st Floor	1
S1177- AIRTERFCU066	Fan coil - S1177/Main Building/1st Floor	1
S1177- AIRTERFCU067	Fan coil - S1177/Main Building/1st Floor	1
S1177- AIRTERFCU068	Fan coil - S1177/Main Building/1st Floor	1
S1177- AIRTERFCU069	Fan coil - S1177/Main Building/1st Floor	1
S1177- AIRTERFCU070	Fan coil - S1177/Main Building/1st Floor	1
S1177- AIRTERFCU071	Fan coil - S1177/Main Building/1st Floor	1
S1177- AIRTERFCU072	Fan coil - S1177/Main Building/1st Floor	1
S1177- AIRTERFCU073	Fan coil - S1177/Main Building/1st Floor	1
S1177- AIRTERFCU074	Fan coil - S1177/Main Building/1st Floor	1
S1177- AIRTERFCU075	Fan coil - S1177/Main Building/1st Floor	1
S1177- AIRTERFCU076	Fan coil - S1177/Main Building/1st Floor	1
S1177- AIRTERFCU077	Fan coil - S1177/Main Building/1st Floor	1
S1177- AIRTERFCU078	Fan coil - S1177/Main Building/1st Floor	1
S1177- AIRTERFCU079	Fan coil - S1177/Main Building/1st Floor	1
S1177- AIRTERFCU080	Fan coil - S1177/Main Building/Ground Floor	1
S1177- AIRTERFCU081	Fan coil - S1177/Main Building/Ground Floor	1



## OFFICIAL - SENSITIVE - COMMERCIAL

S1177- AIRTERFCU082	Fan coil - S1177/Main Building/Ground Floor	1
S1177- AIRTERFCU083	Fan coil - S1177/Main Building/Ground Floor	1
S1177- AIRTERFCU084	Fan coil - S1177/Main Building/Ground Floor	1
S1177- AIRTERFCU085	Fan coil - S1177/Main Building/Ground Floor	1
S1177- AIRTERFCU086	Fan coil - S1177/Main Building/Ground Floor	1
S1177- AIRTERFCU087	Fan coil - S1177/Main Building/Ground Floor	1
S1177- AIRTERFCU088	Fan coil - S1177/Main Building/Ground Floor	1
S1177- AIRTERFCU089	Fan coil - S1177/Main Building/Ground Floor	1
S1177- AIRTERFCU090	Fan coil - S1177/Main Building/Ground Floor	1
S1177- AIRTERFCU091	Fan coil - S1177/Main Building/Ground Floor	1
S1177- AIRTERFCU092	Fan coil - S1177/Main Building/Ground Floor	1
S1177- AIRTERFCU093	Fan coil - S1177/Main Building/Ground Floor	1
S1177- AIRTERFCU094	Fan coil - S1177/Main Building/Ground Floor	1
S1177- AIRTERFCU095	Fan coil - S1177/Main Building/Ground Floor	1
S1177- AIRTERFCU096	Fan coil - S1177/Main Building/Ground Floor	1
S1177- AIRTERFCU097	Fan coil - S1177/Main Building/Ground Floor	1
S1177- AIRTERFCU098	Fan coil - S1177/Main Building/Ground Floor	1
S1177- AIRTERFCU099	Fan coil - S1177/Main Building/Ground Floor	1
S1177- AIRTERFCU100	Fan coil - S1177/Main Building/Ground Floor	1
S1177- AIRTERFCU101	Fan coil - S1177/Main Building/Ground Floor	1
S1177- AIRTERFCU102	Fan coil - S1177/Main Building/Ground Floor	1
S1177- AIRTERFCU103	Fan coil - S1177/Main Building/Ground Floor	1
S1177- AIRTERFCU104	Fan coil - S1177/Main Building/Ground Floor	1
S1177- AIRTERFCU105	Fan coil - S1177/Main Building/Ground Floor	1
S1177- AIRTERFCU106	Fan coil - S1177/Main Building/Ground Floor	1

## OFFICIAL - SENSITIVE - COMMERCIAL

S1177- AIRTERFCU107	Fan coil - S1177/Main Building/Ground Floor	1
S1177- AIRTERFCU108	Fan coil - S1177/Main Building/Ground Floor	1
S1177- AIRTERFCU109	Fan coil - S1177/Main Building/Ground Floor	1
S1177- AIRTERFCU110	Fan coil - S1177/Main Building/Ground Floor	1
S1177- AIRTERFCU111	Fan coil - S1177/Main Building/Ground Floor	1
S1177- AIRTERFCU112	Fan coil - S1177/Main Building/Ground Floor	1
S1177- AIRTERFCU113	Fan coil - S1177/Main Building/Ground Floor	1
S1177- AIRTERFCU114	Fan coil - S1177/Main Building/Ground Floor	1
S1177- AIRTERFCU115	Fan coil - S1177/Main Building/Ground Floor	1
S1177- AIRTERFCU116	Fan coil - S1177/Main Building/Ground Floor	1
S1177- AIRTERFCU117	Fan coil - S1177/Main Building/Ground Floor	1
S1177- AIRTERFCU118	Fan coil - S1177/Main Building/Ground Floor	1
S1177- AIRTERFCU119	Fan coil - S1177/Main Building/Ground Floor	1
S1177- AIRTERFCU5000	Fan Coil - S1177/Main Building/2nd Floor	19
S1177- AIRTERFCU5001	Fan Coil - S1177/Main Building/Ground Floor	20
S1177- AIRTERFCU5002	Fan Coil - S1177/Main Building/Ground Floor	20
S1177- AIRTERFCU5003	Fan Coil - S1177/Main Building/1st Floor	20
S1177- AIRTERFCU5004	Fan Coil - S1177/Main Building/1st Floor	4
S1177- AIRTERFCU5005	Fan Coil - S1177/Main Building/6th Floor	9
S1177- AIRTERFCU5006	Fan Coil - S1177/Main Building/5th Floor	9
S1177- AIRTERFCU5007	Fan Coil - S1177/Main Building/4th Floor	9
S1177- AIRTERFCU5008	Fan Coil - S1177/Main Building/3rd Floor	9
S1177- AIRVACVAC001	VAV Unit - S1177/Main Building/6th Floor	1
S1177- AIRVACVAC002	VAV Unit - S1177/Main Building/6th Floor	1
S1177- AIRVACVAC003	VAV Unit - S1177/Main Building/5th Floor	1

## OFFICIAL - SENSITIVE - COMMERCIAL

S1177- AIRVACVAC004	VAV Unit - S1177/Main Building/5th Floor	1
S1177- AIRVACVAC005	VAV Unit - S1177/Main Building/5th Floor	1
S1177- AIRVACVAC006	VAV Unit - S1177/Main Building/5th Floor	1
S1177- AIRVACVAC007	VAV Unit - S1177/Main Building/4th Floor	1
S1177- AIRVACVAC008	VAV Unit - S1177/Main Building/4th Floor	1
S1177- AIRVACVAC009	VAV Unit - S1177/Main Building/3rd Floor	1
S1177- AIRVACVAC010	VAV Unit - S1177/Main Building/3rd Floor	1
S1177- AIRVACVAC011	VAV Unit - S1177/Main Building/3rd Floor	1
S1177- AIRVACVAC012	VAV Unit - S1177/Main Building/3rd Floor	1
S1177- AIRVACVAC013	VAV Unit - S1177/Main Building/2nd Floor	1
S1177- AIRVACVAC014	VAV Unit - S1177/Main Building/2nd Floor	1
S1177- AIRVACVAC015	VAV Unit - S1177/Main Building/2nd Floor	1
S1177- AIRVACVAC016	VAV Unit - S1177/Main Building/2nd Floor	1
S1177- AIRVACVAC017	VAV Unit - S1177/Main Building/2nd Floor	1
S1177- AIRVACVAC018	VAV Unit - S1177/Main Building/2nd Floor	1
S1177- AIRVACVAC019	VAV Unit - S1177/Main Building/2nd Floor	1
S1177- AIRVACVAC020	VAV Unit - S1177/Main Building/2nd Floor	1
S1177- AIRVACVAC021	VAV Unit - S1177/Main Building/1st Floor	1
S1177- AIRVACVAC022	VAV Unit - S1177/Main Building/1st Floor	1
S1177- AIRVACVAC023	VAV Unit - S1177/Main Building/1st Floor	1
S1177- AIRVACVAC024	VAV Unit - S1177/Main Building/1st Floor	1
S1177- AIRVACVAC025	VAV Unit - S1177/Main Building/1st Floor	1
S1177- AIRVACVAC026	VAV Unit - S1177/Main Building/1st Floor	1
S1177- AIRVACVAC027	VAV Unit - S1177/Main Building/1st Floor	1
S1177- AIRVACVAC028	VAV Unit - S1177/Main Building/1st Floor	1

## OFFICIAL - SENSITIVE - COMMERCIAL

S1177- AIRVACVAC029	VAV Unit - S1177/Main Building/1st Floor	1
S1177- AIRVACVAC030	VAV Unit - S1177/Main Building/1st Floor	1
S1177- AIRVACVAC031	VAV Unit - S1177/Main Building/Ground Floor	1
S1177- AIRVACVAC032	VAV Unit - S1177/Main Building/Ground Floor	1
S1177- AIRVACVAC033	VAV Unit - S1177/Main Building/Ground Floor	1
S1177- AIRVACVAC034	VAV Unit - S1177/Main Building/Ground Floor	1
S1177- AIRVACVAC035	VAV Unit - S1177/Main Building/Ground Floor	1
S1177- AIRVACVAC036	VAV Unit - S1177/Main Building/Ground Floor	1
S1177- AIRVACVAC037	VAV Unit - S1177/Main Building/Ground Floor	1
S1177- AIRVACVAC038	VAV Unit - S1177/Main Building/Ground Floor	1
S1177- AIRVACVAC039	VAV Unit - S1177/Main Building/Ground Floor	1
S1177- AIRVACVAC040	VAV Unit - S1177/Main Building/Ground Floor	1
S1177- AIRVACVAC041	VAV Unit - S1177/Main Building/Ground Floor	1
S1177- AIRVACVAC042	VAV Unit - S1177/Main Building/Ground Floor	1
S1177- AIRVACVAC043	VAV Unit - S1177/Main Building/Ground Floor	1
S1177- AIRVACVAC044	VAV Unit - S1177/Main Building/Ground Floor	1
S1177- AIRVACVAC5000	Vacuum Systems - S1177/Main Building/Ground Floor	2
S1177- AIRVACVAC5001	Vacuum Systems - S1177/Main Building/Ground Floor	2
S1177- AIRVACVAC5002	Vacuum Systems - S1177/Main Building/Ground Floor	2
S1177- AIRVACVAC5003	Vacuum Systems - S1177/Main Building/Ground Floor	2
S1177- AIRVACVAC5004	Vacuum Systems - S1177/Main Building/Ground Floor	2
S1177- AIRVACVAC5005	Vacuum Systems - S1177/Main Building/Ground Floor	2
S1177- AIRVACVAC5006	Vacuum Systems - S1177/Main Building/Ground Floor	2
S1177- AIRVACVAC5007	Vacuum Systems - S1177/Main Building/1st Floor	2
S1177- AIRVACVAC5008	Vacuum Systems - S1177/Main Building/1st Floor	2

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S1177- AIRVACVAC5009	Vacuum Systems - S1177/Main Building/1st Floor	2
S1177- AIRVACVAC5010	Vacuum Systems - S1177/Main Building/1st Floor	2
S1177- AIRVACVAC5011	Vacuum Systems - S1177/Main Building/1st Floor	2
S1177- AIRVACVAC5012	Vacuum Systems - S1177/Main Building/5th Floor	2
S1177- AIRVACVAC5013	Vacuum Systems - S1177/Main Building/5th Floor	2
S1177- AIRVACVAC5014	Vacuum Systems - S1177/Main Building/4th Floor	2
S1177- AIRVACVAC5015	Vacuum Systems - S1177/Main Building/6th Floor	2
S1177- AIRVACVAC5016	Vacuum Systems - S1177/Main Building/2nd Floor	2
S1177- AIRVACVAC5017	Vacuum Systems - S1177/Main Building/2nd Floor	2
S1177- AIRVACVAC5018	Vacuum Systems - S1177/Main Building/2nd Floor	2
S1177- AIRVACVAC5019	Vacuum Systems - S1177/Main Building/2nd Floor	2
S1177- AIRVACVAC5020	Vacuum Systems - S1177/Main Building/3rd Floor	2
S1177- AIRVACVAC5021	Vacuum Systems - S1177/Main Building/3rd Floor	2
S1177- BUILDINGS100	Cleaning Audit	
S1177- BUILDINGS900	All Managed Areas - S1177/Main Building	1
S1177- BUILDINGS901	All Managed Areas - S1177/Main Building	1
S1177- BUILDINGS902	All Managed Areas - S1177/Main Building	1
S1177- BUILDINGS903	All Managed Areas - S1177/Main Building	1
S1177- BUILDINGS999	All Managed Areas - S1177/Main Building	1
S1177- ELECATFOO001	Kettle - S1177/Main Building/Ground Floor	1
S1177- ELECATFOO002	Toaster - S1177/Main Building/Ground Floor	1
S1177- ELEEMGEXT5000	Emergency Lighting - Main Building Throughout	1
S1177- ELEEMGSLF5000	Emergency Lighting Self Contained Throughout	1
S1177- ELEEMGSLF900	Emergency Lighting - S1177/Main Building	1
S1177- ELEEQPDY001	H& Dryers - S1177/Main Building/6th Floor	1

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S1177- ELEEQPDRY002	H& Dryers - S1177/Main Building/6th Floor	1
S1177- ELEEQPDRY003	H& Dryers - S1177/Main Building/5th Floor	1
S1177- ELEEQPDRY004	H& Dryers - S1177/Main Building/5th Floor	1
S1177- ELEEQPDRY005	H& Dryers - S1177/Main Building/4th Floor	1
S1177- ELEEQPDRY006	H& Dryers - S1177/Main Building/4th Floor	1
S1177- ELEEQPDRY007	H& Dryers - S1177/Main Building/3rd Floor	1
S1177- ELEEQPDRY008	H& Dryers - S1177/Main Building/3rd Floor	1
S1177- ELEEQPDRY009	H& Dryers - S1177/Main Building/2nd Floor	1
S1177- ELEEQPDRY010	H& Dryers - S1177/Main Building/2nd Floor	1
S1177- ELEEQPDRY011	H& Dryers - S1177/Main Building/1st Floor	1
S1177- ELEEQPDRY012	H& Dryers - S1177/Main Building/1st Floor	1
S1177- ELEEQPDRY013	H& Dryers - S1177/Main Building/Ground Floor	1
S1177- ELEEQPDRY014	H& Dryers - S1177/Main Building/Ground Floor	1
S1177- ELEEQPDRY015	H& Dryers - S1177/Main Building/Ground Floor	1
S1177- ELEEQPDRY016	H& Dryers - S1177/Main Building/1st Floor	1
S1177- ELEEQPDRY017	H& Dryers - S1177/Main Building/2nd Floor	1
S1177- ELEEQPDRY018	H& Dryers - S1177/Main Building/2nd Floor	1
S1177- ELEEQPDRY019	H& Dryers - S1177/Main Building/3rd Floor	1
S1177- ELEEQPPEC5000	Portable Appliances - S117	2069
S1177- ELEEQPTCK5000	Electrical Installation S1177/Main Building/Throughout	1
S1177- EELUMFTG001	Site wide Lighting System - S1177/Main Building	1
S1177- EELUMFTG002	Site wide Lighting System - S1177/Main Building	108
S1177- ELEMTRMTR901	S83A00312 - S1177/Main Building	1
S1177- ELEMTRMTR902	S83A00922 - S1177/Main Building	1
S1177- ELEMTRMTR903	S83A01077 - S1177/Main Building	1

## OFFICIAL - SENSITIVE - COMMERCIAL

S1177- ELEMTRMTR904	S75A10427 - S1177/Main Building	1
S1177- ELEMTRMTR905	E10BG07802xxx - S1177/Main Building	1
S1177- ELEMTRMTR906	F96A23431 - S1177/Main Building	1
S1177- ELEMTRMTR907	F96A23431 - S1177/Main Building	1
S1177- ELEMTRMTR908	F96A23431 - S1177/Main Building	1
S1177- ELEMTRMTR909	F96A23431 - S1177/Main Building	1
S1177- ELEMTRMTR910	F96A23431 - S1177/Main Building	1
S1177- ELEMTRMTR911	F96A22934 - S1177/Main Building	1
S1177- ELEMTRMTR912	F96A22934 - S1177/Main Building	1
S1177- ELEMTRMTR913	F96A22934 - S1177/Main Building	1
S1177- ELEMTRMTR914	F96A22934 - S1177/Main Building	1
S1177- ELEMTRMTR915	F96A22934 - S1177/Main Building	1
S1177- ELEMTRMTR916	E10BG07802 - S1177/Main Building	1
S1177- ELEMTRMTR917	E10BG07802 - S1177/Main Building	1
S1177- ELEMTRMTR918	E10BG07802 - S1177/Main Building	1
S1177- ELEMTRMTR919	E10BG07802 - S1177/Main Building	1
S1177- ELEMTRMTR920	E10Z11013 - S1177/Main Building	1
S1177- ELEMTRMTR921	F96A21675 - S1177/Main Building	1
S1177- ELEMTRMTR922	F96A21675 - S1177/Main Building	1
S1177- ELEMTRMTR923	F96A21675 - S1177/Main Building	1
S1177- ELEMTRMTR924	F96A21675 - S1177/Main Building	1
S1177- ELEMTRMTR925	E12Z115183 - S1177/Main Building	1
S1177- ELEMTRMTR926	F96A22206 - S1177/Main Building	1
S1177- ELEMTRMTR927	F96A22206 - S1177/Main Building	1
S1177- ELEMTRMTR928	F96A22206 - S1177/Main Building	1

## OFFICIAL - SENSITIVE - COMMERCIAL

S1177- ELEMTRMTR929	F96A22206 - S1177/Main Building	1
S1177- ELEMTRMTR930	E12Z163362 - S1177/Main Building	1
S1177- ELEMTRMTR931	F96A23580 - S1177/Main Building	1
S1177- ELEMTRMTR932	F96A23580 - S1177/Main Building	1
S1177- ELEMTRMTR933	F96A23580 - S1177/Main Building	1
S1177- ELEMTRMTR934	F96A23580 - S1177/Main Building	1
S1177- ELEMTRMTR935	E13Z005163 - S1177/Main Building	1
S1177- ELEMTRMTR936	P00A20066 - S1177/Main Building	1
S1177- ELEMTRMTR937	P00A20066 - S1177/Main Building	1
S1177- ELEMTRMTR938	P00A20066 - S1177/Main Building	1
S1177- ELEMTRMTR939	P00A20066 - S1177/Main Building	1
S1177- ELEMTRMTR940	P00A20066 - S1177/Main Building	1
S1177- ELEPRTLGT5000	Lightning Protection System S1177	7
S1177- ELEPWRUPS001	UPS - S1177/Main Building/Ground Floor	1
S1177- ELESERRCD5000	Residual Current Device (RCD)	1
S1177- ELESUPDIS001	Distribution boards - S1177/Main Building/Roof	1
S1177- ELESUPDIS002	Distribution boards - S1177/Main Building/Roof	1
S1177- ELESUPDIS003	Distribution boards - S1177/Main Building/Roof	1
S1177- ELESUPDIS004	Distribution boards - S1177/Main Building/Roof	1
S1177- ELESUPDIS005	Distribution boards - S1177/Main Building/Roof	1
S1177- ELESUPDIS006	Distribution boards - S1177/Main Building/Roof	1
S1177- ELESUPDIS007	Distribution boards - S1177/Main Building/6th Floor	1
S1177- ELESUPDIS008	Distribution boards - S1177/Main Building/6th Floor	1
S1177- ELESUPDIS009	Distribution boards - S1177/Main Building/5th Floor	1
S1177- ELESUPDIS010	Distribution boards - S1177/Main Building/5th Floor	1



## OFFICIAL - SENSITIVE - COMMERCIAL

S1177- ELESUPDIS011	Distribution boards - S1177/Main Building/4th Floor	1
S1177- ELESUPDIS012	Distribution boards - S1177/Main Building/4th Floor	1
S1177- ELESUPDIS013	Distribution boards - S1177/Main Building/4th Floor	1
S1177- ELESUPDIS014	Distribution boards - S1177/Main Building/4th Floor	1
S1177- ELESUPDIS015	Distribution boards - S1177/Main Building/3rd Floor	1
S1177- ELESUPDIS016	Distribution boards - S1177/Main Building/3rd Floor	1
S1177- ELESUPDIS017	Distribution boards - S1177/Main Building/3rd Floor	1
S1177- ELESUPDIS018	Distribution boards - S1177/Main Building/2nd Floor	1
S1177- ELESUPDIS019	Distribution boards - S1177/Main Building/2nd Floor	1
S1177- ELESUPDIS020	Distribution boards - S1177/Main Building/2nd Floor	1
S1177- ELESUPDIS021	Distribution boards - S1177/Main Building/2nd Floor	1
S1177- ELESUPDIS022	Distribution boards - S1177/Main Building/2nd Floor	1
S1177- ELESUPDIS023	Distribution boards - S1177/Main Building/1st Floor	1
S1177- ELESUPDIS024	Distribution boards - S1177/Main Building/1st Floor	1
S1177- ELESUPDIS025	Distribution boards - S1177/Main Building/Ground Floor	1
S1177- ELESUPDIS026	Distribution boards - S1177/Main Building/Ground Floor	1
S1177- ELESUPDIS027	Distribution boards - S1177/Main Building/Ground Floor	1
S1177- ELESUPDIS028	Distribution boards - S1177/Main Building/Ground Floor	1
S1177- ELESUPDIS029	Distribution boards - S1177/Main Building/Ground Floor	1
S1177- ELESUPDIS030	Distribution boards - S1177/Main Building/Ground Floor	1
S1177- ELESUPDIS031	Distribution boards - S1177/Main Building/Ground Floor	1
S1177- ELESUPDIS032	Distribution boards - S1177/Main Building/Ground Floor	1
S1177- ELESUPDIS033	Distribution boards - S1177/Main Building/Ground Floor	1
S1177- ELESUPDIS034	Distribution boards - S1177/Main Building/Ground Floor	1
S1177- ELESUPDIS035	Distribution boards - S1177/Main Building/Ground Floor	1

## OFFICIAL - SENSITIVE - COMMERCIAL

S1177- ELESUPDIS036	Distribution boards - S1177/Main Building/Ground Floor	1
S1177- ELESUPDIS037	Distribution boards - S1177/Main Building/Ground Floor	1
S1177- ELESUPDIS038	Distribution boards - S1177/Main Building/Basement	1
S1177- ELESUPDIS039	Distribution boards - S1177/Main Building/Basement	1
S1177- ELESUPDIS040	Distribution boards - S1177/Main Building/Basement	1
S1177- ELESUPDIS041	Distribution boards - S1177/Main Building/Basement	1
S1177- ELESUPDIS042	Distribution boards - S1177/Main Building/1st Floor	1
S1177- ELESUPDIS043	Distribution boards - S1177/Main Building/2nd Floor	1
S1177- ELESUPDIS044	Distribution boards - S1177/Main Building/3rd Floor	1
S1177- ELESUPDIS045	Distribution boards - S1177/Main Building/3rd Floor	1
S1177- ELESUPDIS046	Distribution boards - S1177/Main Building/Ground Floor	1
S1177- ELESUPDIS5000	Distribution Boards - S1177/Main Building/Ground Floor	14
S1177- ELESUPDIS5001	Distribution Boards - S1177/Main Building/1st Floor	3
S1177- ELESUPDIS5002	Distribution Boards - S1177/Main Building/2nd Floor	6
S1177- ELESUPDIS5003	Distribution Boards - S1177/Main Building/Basement	4
S1177- ELESUPDIS5004	Distribution Boards - S1177/Main Building/3rd Floor	5
S1177- ELESUPDIS5005	Distribution Boards - S1177/Main Building/5th Floor	2
S1177- ELESUPDIS5006	Distribution Boards - S1177/Main Building/Roof	6
S1177- ELESUPDIS5007	Distribution Boards - S1177/Main Building/6th Floor	2
S1177- ELESUPDIS5008	Distribution Boards - S1177/Main Building/4th Floor	4
S1177- ELESUPMIS031	Maintenance By Pass Unit - S1177/Main Building/Ground Floor	1
S1177- ELESUPRNG001	#VALUE!	1
S1177- ELESUPRNG002	Site wide Power System - S1177/Main Building	1
S1177- ELESUPRNG5000	Ring Main And Sub Circuits - S1177/Main Building	2
S1177- ELESUPTKE001	Main Electrical Incomer + Meter - S1177/Basement	1

## OFFICIAL - SENSITIVE - COMMERCIAL

S1177- ELESUPTKE040	Main Electrical Incomer + Meter - S1177/Basement	1
S1177- ELESUPTKE5000	Main Switch Panel At Intake - S1177/Main Building/Basement	2
S1177- ELEWHTFRI901	All Fridges On Site - S1177/Main Building/1st Floor	19
S1177- ELEWHTMCO001	Microwave Ovens - S1177/Main Building/6th Floor	1
S1177- ELEWHTMCO002	Microwave Ovens - S1177/Main Building/5th Floor	1
S1177- ELEWHTMCO003	Microwave Ovens - S1177/Main Building/4th Floor	1
S1177- ELEWHTMCO004	Microwave Ovens - S1177/Main Building/3rd Floor	1
S1177- ELEWHTMCO005	Microwave Ovens - S1177/Main Building/3rd Floor	1
S1177- ELEWHTMCO006	Microwave Ovens - S1177/Main Building/2nd Floor	1
S1177- ELEWHTMCO007	Microwave Ovens - S1177/Main Building/2nd Floor	1
S1177- ELEWHTMCO008	Microwave Ovens - S1177/Main Building/2nd Floor	1
S1177- ELEWHTMCO009	Microwave Ovens - S1177/Main Building/Ground Floor	1
S1177- ELEWHTMCO010	Microwave Ovens - S1177/Main Building/Ground Floor	1
S1177- ELEWHTMCO011	Microwave Ovens - S1177/Main Building/Ground Floor	1
S1177- ELEWHTMCO012	Microwave Ovens - S1177/Main Building/3rd Floor	1
S1177- ELEWHTMCO5000	Microwave Ovens S1177/Main Building	1
S1177- ELEWHTOVN901	Ovens All - S1177/Main Building	1
S1177- FABDORFIR001	Fire door -Lower Grd,S1177/-1/001	1
S1177- FABDORFIR002	Fire door -Lower Grd,S1177/-1/002	1
S1177- FABDORFIR003	Fire door -Lower Grd,S1177/-1/003	1
S1177- FABDORFIR004	Fire door -Lower Grd,S1177/-1/004	1
S1177- FABDORFIR005	Fire door -Lower Grd,S1177/-1/005	1
S1177- FABDORFIR006	Fire door -Lower Grd,S1177/-1/006	1
S1177- FABDORFIR007	Fire door -Lower Grd,S1177/-1/007	1
S1177- FABDORFIR008	Fire door -Lower Grd,S1177/-1/008	1

## OFFICIAL - SENSITIVE - COMMERCIAL

S1177- FABDORFIR009	Fire door -Lower Grd,S1177/-1/009	1
S1177- FABDORFIR010	Fire door -Lower Grd,S1177/-1/010	1
S1177- FABDORFIR011	Fire door -Lower Grd,S1177/-1/011	1
S1177- FABDORFIR012	Fire door -Lower Grd,S1177/-1/012	1
S1177- FABDORFIR013	Fire door -Lower Grd,S1177/-1/013	1
S1177- FABDORFIR014	Fire door -Lower Grd,S1177/-1/014	1
S1177- FABDORFIR015	Fire door -Lower Grd,S1177/-1/015	1
S1177- FABDORFIR016	Fire door -Lower Grd,S1177/-1/016	1
S1177- FABDORFIR017	Fire door -Lower Grd,S1177/-1/017	1
S1177- FABDORFIR018	Fire door -Lower Grd,S1177/-1/018	1
S1177- FABDORFIR019	Fire door -Grd Floor,S1177/00/001	1
S1177- FABDORFIR020	Fire door -Grd Floor,S1177/00/002	1
S1177- FABDORFIR021	Fire door -Grd Floor,S1177/00/003	1
S1177- FABDORFIR022	Fire door -Grd Floor,S1177/00/004	1
S1177- FABDORFIR023	Fire door -Grd Floor,S1177/00/005	1
S1177- FABDORFIR024	Fire door -Grd Floor,S1177/00/006	1
S1177- FABDORFIR025	Fire door -Grd Floor,S1177/00/007	1
S1177- FABDORFIR026	Fire door -Grd Floor,S1177/00/008	1
S1177- FABDORFIR027	Fire door -Grd Floor,S1177/00/009	1
S1177- FABDORFIR028	Fire door -Grd Floor,S1177/00/010	1
S1177- FABDORFIR029	Fire door -Grd Floor,S1177/00/011	1
S1177- FABDORFIR030	Fire door -Grd Floor,S1177/00/012	1
S1177- FABDORFIR031	Fire door -Grd Floor,S1177/00/013	1
S1177- FABDORFIR032	Fire door -Grd Floor,S1177/00/014	1
S1177- FABDORFIR033	Fire door -Grd Floor,S1177/00/015	1

## OFFICIAL - SENSITIVE - COMMERCIAL

S1177-FABDORFIR034	Fire door -Grd Floor,S1177/00/016	1
S1177-FABDORFIR035	Fire door -Grd Floor,S1177/00/017	1
S1177-FABDORFIR036	Fire door -Grd Floor,S1177/00/018	1
S1177-FABDORFIR037	Fire door -1st Floor,S1177/01/001	1
S1177-FABDORFIR038	Fire door -1st Floor,S1177/01/002	1
S1177-FABDORFIR039	Fire door -1st Floor,S1177/01/003	1
S1177-FABDORFIR040	Fire door -1st Floor,S1177/01/004	1
S1177-FABDORFIR041	Fire door -1st Floor,S1177/01/005	1
S1177-FABDORFIR042	Fire door -1st Floor,S1177/01/006	1
S1177-FABDORFIR043	Fire door -1st Floor,S1177/01/007	1
S1177-FABDORFIR044	Fire door -1st Floor,S1177/01/008	1
S1177-FABDORFIR045	Fire door -1st Floor,S1177/01/009	1
S1177-FABDORFIR046	Fire door -1st Floor,S1177/01/010	1
S1177-FABDORFIR047	Fire door -1st Floor,S1177/01/011	1
S1177-FABDORFIR048	Fire door -1st Floor,S1177/01/012	1
S1177-FABDORFIR049	Fire door -1st Floor,S1177/01/013	1
S1177-FABDORFIR050	Fire door -1st Floor,S1177/01/014	1
S1177-FABDORFIR051	Fire door -1st Floor,S1177/01/015	1
S1177-FABDORFIR052	Fire door -1st Floor,S1177/01/016	1
S1177-FABDORFIR053	Fire door -1st Floor,S1177/01/017	1
S1177-FABDORFIR054	Fire door -1st Floor,S1177/01/018	1
S1177-FABDORFIR055	Fire door -2nd Floor,S1177/02/001	1
S1177-FABDORFIR056	Fire door -2nd Floor,S1177/02/002	1
S1177-FABDORFIR057	Fire door -2nd Floor,S1177/02/003	1
S1177-FABDORFIR058	Fire door -2nd Floor,S1177/02/004	1

## OFFICIAL - SENSITIVE - COMMERCIAL

S1177- FABDORFIR059	Fire door -2nd Floor,S1177/02/005	1
S1177- FABDORFIR060	Fire door -2nd Floor,S1177/02/006	1
S1177- FABDORFIR061	Fire door -2nd Floor,S1177/02/007	1
S1177- FABDORFIR062	Fire door -2nd Floor,S1177/02/008	1
S1177- FABDORFIR063	Fire door -2nd Floor,S1177/02/009	1
S1177- FABDORFIR064	Fire door -2nd Floor,S1177/02/010	1
S1177- FABDORFIR065	Fire door -2nd Floor,S1177/02/011	1
S1177- FABDORFIR066	Fire door -2nd Floor,S1177/02/012	1
S1177- FABDORFIR067	Fire door -2nd Floor,S1177/02/013	1
S1177- FABDORFIR068	Fire door -2nd Floor,S1177/02/014	1
S1177- FABDORFIR069	Fire door -2nd Floor,S1177/02/015	1
S1177- FABDORFIR070	Fire door -2nd Floor,S1177/02/016	1
S1177- FABDORFIR071	Fire door -2nd Floor,S1177/02/017	1
S1177- FABDORFIR072	Fire door -3rd Floor,S1177/03/001	1
S1177- FABDORFIR073	Fire door -3rd Floor,S1177/03/002	1
S1177- FABDORFIR074	Fire door -3rd Floor,S1177/03/003	1
S1177- FABDORFIR075	Fire door -3rd Floor,S1177/03/004	1
S1177- FABDORFIR076	Fire door -3rd Floor,S1177/03/005	1
S1177- FABDORFIR077	Fire door -3rd Floor,S1177/03/006	1
S1177- FABDORFIR078	Fire door -3rd Floor,S1177/03/007	1
S1177- FABDORFIR079	Fire door -3rd Floor,S1177/03/008	1
S1177- FABDORFIR080	Fire door -3rd Floor,S1177/03/009	1
S1177- FABDORFIR081	Fire door -3rd Floor,S1177/03/010	1
S1177- FABDORFIR082	Fire door -3rd Floor,S1177/03/011	1
S1177- FABDORFIR083	Fire door -3rd Floor,S1177/03/012	1

## OFFICIAL - SENSITIVE - COMMERCIAL

S1177- FABDORFIR084	Fire door -3rd Floor,S1177/03/013	1
S1177- FABDORFIR085	Fire door -4th Floor,S1177/04/001	1
S1177- FABDORFIR086	Fire door -4th Floor,S1177/04/002	1
S1177- FABDORFIR087	Fire door -4th Floor,S1177/04/003	1
S1177- FABDORFIR088	Fire door -4th Floor,S1177/04/004	1
S1177- FABDORFIR089	Fire door -4th Floor,S1177/04/005	1
S1177- FABDORFIR090	Fire door -4th Floor,S1177/04/006	1
S1177- FABDORFIR091	Fire door -4th Floor,S1177/04/007	1
S1177- FABDORFIR092	Fire door -4th Floor,S1177/04/008	1
S1177- FABDORFIR093	Fire door -4th Floor,S1177/04/009	1
S1177- FABDORFIR094	Fire door -4th Floor,S1177/04/010	1
S1177- FABDORFIR095	Fire door -4th Floor,S1177/04/011	1
S1177- FABDORFIR096	Fire door -5th Floor,S1177/05/001	1
S1177- FABDORFIR097	Fire door -5th Floor,S1177/05/002	1
S1177- FABDORFIR098	Fire door -5th Floor,S1177/05/003	1
S1177- FABDORFIR099	Fire door -5th Floor,S1177/05/004	1
S1177- FABDORFIR100	Fire door -5th Floor,S1177/05/005	1
S1177- FABDORFIR101	Fire door -5th Floor,S1177/05/006	1
S1177- FABDORFIR102	Fire door -5th Floor,S1177/05/007	1
S1177- FABDORFIR103	Fire door -5th Floor,S1177/05/008	1
S1177- FABDORFIR104	Fire door -5th Floor,S1177/05/009	1
S1177- FABDORFIR105	Fire door -5th Floor,S1177/05/010	1
S1177- FABDORFIR106	Fire door -5th Floor,S1177/05/011	1
S1177- FABDORFIR107	Fire door -6th Floor,S1177/06/001	1
S1177- FABDORFIR108	Fire door -6th Floor,S1177/06/002	1

## OFFICIAL - SENSITIVE - COMMERCIAL

S1177- FABDORFIR109	Fire door -6th Floor,S1177/06/003	1
S1177- FABDORFIR110	Fire door -6th Floor,S1177/06/004	1
S1177- FABDORFIR111	Fire door -6th Floor,S1177/06/005	1
S1177- FABDORFIR112	Fire door -6th Floor,S1177/06/006	1
S1177- FABDORFIR113	Fire door -6th Floor,S1177/06/007	1
S1177- FABDORFIR114	Fire door -6th Floor,S1177/06/008	1
S1177- FABDORFIR115	Fire door -6th Floor,S1177/06/009	1
S1177- FABDORFIR116	Fire door -6th Floor,S1177/06/010	1
S1177- FABDORFIR117	Fire door -6th Floor,S1177/06/011	1
S1177- FABDORFIR118	Fire door -7th Floor,S1177/07/001	1
S1177- FABDORFIR119	Fire door -7th Floor,S1177/07/002	1
S1177- FABDORFIR120	Fire door -7th Floor,S1177/07/003	1
S1177- FABDORFIR121	Fire door -7th Floor,S1177/07/004	1
S1177- FABDORFIR122	Fire door -7th Floor,S1177/07/005	1
S1177- FABDORFIR123	Fire door -7th Floor,S1177/07/006	1
S1177- FABDORFIR124	Fire door -7th Floor,S1177/07/007	1
S1177- FABDORFIR5000	Fire Doors - S1177/Main Building	124
S1177- FABEXTSGN901	Soft Service Cleaning Asset - S1177/Main Building	1
S1177- FABFLOCPT901	Soft Service Cleaning Asset - S1177/Main Building	1
S1177- FABGLZMET5000	Windows S1177/Throughout	1
S1177- FABGLZWIN901	Soft Service Cleaning Asset - S1177/Main Building	1
S1177- FABGRDGAG001	Grounds and Gardens - S1177/Main Building	1
S1177- FABINTALL901	Soft Service Cleaning Asset - S1177/Main Building	1
S1177- FABINTFNT901	Soft Service Cleaning Asset - S1177/Main Building	1
S1177- FABINTKIT901	Soft Service Cleaning Asset - S1177/Main Building	1



## OFFICIAL - SENSITIVE - COMMERCIAL

S1177- FABSANLOO001	WC Pan & Cistern - S1177/Main Building/6th Floor	1
S1177- FABSANLOO002	WC Pan & Cistern - S1177/Main Building/6th Floor	2
S1177- FABSANLOO003	WC Pan & Cistern - S1177/Main Building/5th Floor	1
S1177- FABSANLOO004	WC Pan & Cistern - S1177/Main Building/5th Floor	2
S1177- FABSANLOO005	WC Pan & Cistern - S1177/Main Building/4th Floor	1
S1177- FABSANLOO006	WC Pan & Cistern - S1177/Main Building/4th Floor	2
S1177- FABSANLOO007	WC Pan & Cistern - S1177/Main Building/3rd Floor	1
S1177- FABSANLOO008	WC Pan & Cistern - S1177/Main Building/3rd Floor	2
S1177- FABSANLOO009	WC Pan & Cistern - S1177/Main Building/2nd Floor	1
S1177- FABSANLOO010	WC Pan & Cistern - S1177/Main Building/2nd Floor	2
S1177- FABSANLOO011	WC Pan & Cistern - S1177/Main Building/2nd Floor	2
S1177- FABSANLOO012	WC Pan & Cistern - S1177/Main Building/1st Floor	1
S1177- FABSANLOO013	WC Pan & Cistern - S1177/Main Building/1st Floor	2
S1177- FABSANLOO014	WC Pan & Cistern - S1177/Main Building/Ground Floor	1
S1177- FABSANLOO015	WC Pan & Cistern - S1177/Main Building/Ground Floor	2
S1177- FABSANLOO016	WC Pan & Cistern - S1177/Main Building/Ground Floor	1
S1177- FABSANLOO017	WC Pan & Cistern - S1177/Main Building/Basement	1
S1177- FABSANLOO018	WC Pan & Cistern - S1177/Main Building/1st Floor	1
S1177- FABSANLOO019	WC Pan & Cistern - S1177/Main Building/2nd Floor	1
S1177- FABSANLOO020	WC Pan & Cistern - S1177/Main Building/2nd Floor	1
S1177- FABSANLOO021	WC Pan & Cistern - S1177/Main Building/3rd Floor	1
S1177- FABSANSNK001	Sink H& Basin - S1177/Main Building/6th Floor	2
S1177- FABSANSNK002	Sink H& Basin - S1177/Main Building/6th Floor	2
S1177- FABSANSNK003	Sink H& Basin - S1177/Main Building/5th Floor	2
S1177- FABSANSNK004	Sink H& Basin - S1177/Main Building/5th Floor	2

## OFFICIAL - SENSITIVE - COMMERCIAL

S1177- FABSANSNK005	Sink H& Basin - S1177/Main Building/4th Floor	2
S1177- FABSANSNK006	Sink H& Basin - S1177/Main Building/4th Floor	2
S1177- FABSANSNK007	Sink H& Basin - S1177/Main Building/3rd Floor	2
S1177- FABSANSNK008	Sink H& Basin - S1177/Main Building/3rd Floor	2
S1177- FABSANSNK009	Sink H& Basin - S1177/Main Building/2nd Floor	2
S1177- FABSANSNK010	Sink H& Basin - S1177/Main Building/2nd Floor	2
S1177- FABSANSNK011	Sink H& Basin - S1177/Main Building/2nd Floor	2
S1177- FABSANSNK012	Sink H& Basin - S1177/Main Building/1st Floor	2
S1177- FABSANSNK013	Sink H& Basin - S1177/Main Building/1st Floor	2
S1177- FABSANSNK014	Sink H& Basin - S1177/Main Building/Ground Floor	2
S1177- FABSANSNK015	Sink H& Basin - S1177/Main Building/Ground Floor	2
S1177- FABSANSNK016	Sink H& Basin - S1177/Main Building/Ground Floor	2
S1177- FABSANSNK017	Sink H& Basin - S1177/Main Building/Basement	1
S1177- FABSANSNK018	Sink H& Basin - S1177/Main Building/1st Floor	1
S1177- FABSANSNK019	Sink H& Basin - S1177/Main Building/2nd Floor	1
S1177- FABSANSNK020	Sink H& Basin - S1177/Main Building/2nd Floor	1
S1177- FABSANSNK021	Sink H& Basin - S1177/Main Building/3rd Floor	1
S1177- FABSANURN001	Urinal - S1177/Main Building/6th Floor	1
S1177- FABSANURN002	Urinal - S1177/Main Building/5th Floor	1
S1177- FABSANURN003	Urinal - S1177/Main Building/4th Floor	1
S1177- FABSANURN004	Urinal - S1177/Main Building/3rd Floor	1
S1177- FABSANURN005	Urinal - S1177/Main Building/2nd Floor	1
S1177- FABSANURN006	Urinal - S1177/Main Building/1st Floor	1
S1177- FABSANURN007	Urinal - S1177/Main Building/Ground Floor	1
S1177- FABSHEEYE5000	Eyebolts Throughout - S1177	

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S1177- FABSHELTC001	Window Cleaning Runway Track 1 - S1177/Main Building	1
S1177- FABSHELTC002	Window Cleaning Runway Track 2 - S1177/Main Building	1
S1177- FIRACSCRD001	Card Access System - S1177/Main Building	1
S1177- FIRACSCRD002	Site wide Card Swipe System - S1177/Main Building	1
S1177- FIRACSCRD003	Site wide Card Assess System - S1177/Main Building	1
S1177- FIRACSCRD5000	Card Swipe - S1177/Main Building	3
S1177- FIRACSSAS001	Roller Shutter - S1177/Garage	1
S1177- FIRACSSAS002	Auto Barrier - S1177/Garage	1
S1177- FIRACSSAS5000	Security Access Systems - S1177/Garage	2
S1177- FIRALMFAP001	Site wide Fire System - S1177/Main Building/Ground Floor	1
S1177- FIRALMFAP002	Site wide Fire System - S1177/Main Building/Ground Floor	1
S1177- FIRALMFAP5000	Fire Alarm Panel - S1177/Main Building/Ground Floor	2
S1177- FIRCTVCAM001	Site wide CCTV System - S1177/Main Building/Ground Floor	1
S1177- FIREQPHLN5000	Dry/Wet Riser Installation - S1177	1
S1177- FIREQPHYD5000	Rising Mains And Hydrants - S1177	
S1177- FIREXTALL5000	Fire Extinguishers (All Types) S1177/Main Building/Throughout	107
S1177- FIREXTXF001	Fire Extinguishers Foam - 6L Throughout	40
S1177- FIREXTFXC001	Fire Extinguishers Co2 - 2Kg Throughout	42
S1177- FIREXTFXC002	Fire Extinguishers Co2 - 5Kg Throughout	6
S1177- FIREXTFXP001	Fire Extinguishers Powder -6kg Throughout	2
S1177- FIREXTFXW001	Fire Extinguishers Water -6 Ltr Throughout	12
S1177- FIREXTFXW002	Fire Extinguishers Water -9 Ltr Throughout	5
S1177- FIRSECSYS001	Site wide Intruder System - S1177/Main Building/Ground Floor	1
S1177- FIRSECSYS002	Site wide Intruder System - S1177/Main Building/Ground Floor	1
S1177- FIRSECSYS003	Site wide Intruder System - S1177/Main Building	1

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S1177- FIRSECSYS5000	Security Intruder System - S1177/Main Building/Ground Floor	2
S1177- FIRSEMEDC001	Disabled Alarm - S1177/Main Building/2nd Floor	1
S1177- HWSBLRGAS001	Conventional Gas Boiler No 1 - S1177 (St Mary Hill)	1
S1177- HWSBLRGAS002	Conventional Gas Boiler No 2 - S1177 (St Mary Hill)	1
S1177- HWSBLRGAS003	Conventional Gas Boiler No 3 - S1177 (9 Dolce Street)	1
S1177- HWSBLRGAS5000	Conventional Gas Boiler x 3 - S11779 St Mary Hill x 2 - 9 Dolce St x 1	1
S1177- HWSEMTDOR001	Over door Heater - S1177/Main Building/Ground Floor	1
S1177- HWSEMTDOR002	Over door Heater - S1177/Main Building/Ground Floor	1
S1177- HWSEMTDOR5000	Overdoor Heater - S1177/Main Building/Ground Floor	2
S1177- HWSEMTRAD001	Site wide Radiators + Pipe work - S1177/Main Building	1
S1177- HWSEMTRAD002	Site wide Radiators + Pipe work - S1177/Main Building	42
S1177- HWSEMTRAD5000	Radiators - S1177/Main Building	2
S1177- HWSMTRMTR901	M016K0148111D6	1
S1177- HWSMTRMTR902	M025K0284811D6	1
S1177- HWSMTRMTR903	3771372	1
S1177- HWSWTRCAL001	Water Temp checks	1
S1177- HWSWTREXP001	Expansion vessels No 1 - S1177/Main Building/Roof	1
S1177- HWSWTREXP002	Expansion vessels No 2 - S1177/Main Building/Roof	1
S1177- HWSWTREXP003	Heating System Expansion Vessel - Pressurisation Unit S1177/Main Building/Basement	1
S1177- HWSWTREXP5000	Expansion Vessels - S1177/Main Building/Roof	2
S1177- HWSWTRHWC001	Hot water cylinders - S1177/Main Building/6th Floor	1

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S1177- HWSWTRHWC002	Hot water cylinders - S1177/Main Building/5th Floor	1
S1177- HWSWTRHWC003	Hot water cylinders - S1177/Main Building/4th Floor	1
S1177- HWSWTRHWC004	Hot water cylinders - S1177/Main Building/3rd Floor	1
S1177- HWSWTRHWC005	Hot water cylinders - S1177/Main Building/2nd Floor	1
S1177- HWSWTRHWC006	Hot water cylinders - S1177/Main Building/1st Floor	1
S1177- HWSWTRHWC007	Hot water cylinders - S1177/Main Building/Ground Floor	1
S1177- HWSWTRHWC008	Hot water cylinders - S1177/Main Building/Ground Floor	1
S1177- HWSWTRHWC009	LG Toilets Water Heater - S1177/Main Building/Basement	1
S1177- HWSWTRHWC010	LG Toilets Water Heater - S1177/Main Building/Basement	1
S1177- HWSWTRHWC011	Hot water cylinders - S1177/Main Building/Basement	1
S1177- HWSWTRHWC012	Hot water cylinders - S1177/Main Building/2nd Floor	1
S1177- HWSWTRHWC013	Hot water cylinders - S1177/Main Building/Ground Floor	1
S1177- HWSWTRHWC5000	Hot Water Cylinders - S1177/Main Building/Ground Floor	3
S1177- HWSWTRHWC5001	Hot Water Cylinders - S1177/Main Building/Basement	3
S1177- HWSWTRHWC5002	Hot Water Cylinders - S1177/Main Building/2nd Floor	2
S1177- HWSWTRIWH5000	Instantaneous Water Heater - Main Building	1
S1177- HWSWTRPWH001	Water Heater - S1177/Main Building/1st Floor	1
S1177- HWSWTRPWH002	Water Heater - S1177/Main Building/Ground Floor	1
S1177- HWSWTRSWR001	Electric Shower - S1177 Custom House Annexe 4th Floor Shower Room	3
S1177- HWSWTRSWR002	Electric Shower - S1177 Custom House Annexe 3rd Floor Shower Room	3
S1177- HWSWTRSWR003	Electric Shower - S1177 Custom House Annexe Ground Floor Shower Room	3
S1177- HWSWTRSWR5000	Electric Shower - S1177 Throughout	3
S1177- HWSWTRWTR001	Water Temp checks - Calorifiers	1
S1177- LFTLFTPAS001	Passenger Lift LEFT HAND - S1177/Main Building	1
S1177- LFTLFTPAS002	Passenger Lift CENTRE - S1177/Main Building	1

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S1177- LFTLFTPAS003	Passenger Lift RIGHT HAND - S1177/Main Building	1
S1177- LFTLFTPAS004	Passenger Lift REAR LIFT - S1177/Main Building	1
S1177- LFTLFTSTA001	Evacuation Chair - S1177/Custom House Annexe	1
S1177- MECPMPBST001	Hose reel Booster Pump No1 - S1177/Main Building/Basement	1
S1177- MECPMPBST002	Hose reel Booster Pump No2 - S1177/Main Building/Basement	1
S1177- MECPMPBST003	Cold Water Booster Set - S1177/Main Building/Basement	1
S1177- MECPMPBST5000	Water Pressure Boosting Sets - S1177/Main Building/Basement	3
S1177- MECPMPCRC001	Boiler Pump No 1 - S1177/Main Building/Roof	1
S1177- MECPMPCRC002	Boiler Pump No 2 - S1177/Main Building/Roof	1
S1177- MECPMPCRC003	VT Pump No 1 - S1177/Main Building/Roof	1
S1177- MECPMPCRC004	VT Pump No 2 - S1177/Main Building/Roof	1
S1177- MECPMPCRC005	Circulating Pump No 1 - S1177/Main Building/Roof	1
S1177- MECPMPCRC006	Circulating Pump No 2 - S1177/Main Building/Roof	1
S1177- MECPMPCRC007	Circulating Pump - S1177/Main Building/Basement	1
S1177- MECPMPCRC008	Circulating Pump - S1177/Main Building/Basement	1
S1177- MECPMPCRC009	Circulating Pump - S1177/Main Building/Basement	1
S1177- MECPMPCRC5000	Circulating - S1177/Main Building/Basement	3
S1177- MECPMPCRC5001	Circulating - S1177/Main Building/Roof	6
S1177- MECPMPPRS001	Pressurisation Unit - S1177/Main Building/Roof	1
S1177- MECPMPPRS5000	Pressure Vessels - Pressurisation Units S1177/Throughout	1
S1177- MECPMPSMP001	Sump Pump - S1177/Main Building/Basement	1
S1177- MECPMPSMP002	Sump Pump - S1177/Main Building/Basement	1
S1177- MECPMPSMP5000	Sump Pumps Extended Shaft - S1177/Main Building/Basement	2
S1177- MECSERVAL5000	Thermal Mixing Valves - Main Building Throughout	1
S1177- MECVMVSHR5000	Shower - Main Building Shower Room	1

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S1177- MECVMVTAP002	WEEKLY FLUSH OF LITTLE USED OUTLETS	
S1177- MECVMVTAP5000	Taps Throughout	1
S1177- SENCONELE001	Control Panel - S1177/Main Building/Roof	1
S1177- SENCONELE002	Control Panel Booster Pumps - S1177/Main Building/Basement	1
S1177- SENCONELE003	Control Panel - S1177/Main Building/Basement	1
S1177- SENCONELE5000	Electrical Services - S1177/Main Building/Basement	2
S1177- SENCONMLT001	A/C Central Controller - S1177/Main Building/6th Floor	1
S1177- SENCONMLT002	A/C Central Controller - S1177/Main Building/5th Floor	1
S1177- SENCONMLT003	A/C Central Controller - S1177/Main Building/4th Floor	1
S1177- SENCONMLT004	A/C Central Controller - S1177/Main Building/3rd Floor	1
S1177- SENCONMLT005	A/C Central Controller - S1177/Main Building/2nd Floor	1
S1177- SENCONMLT006	A/C Central Controller - S1177/Main Building/2nd Floor	1
S1177- SENCONMLT007	A/C Central Controller - S1177/Main Building/1st Floor	1
S1177- SENCONMLT008	A/C Central Controller - S1177/Main Building/1st Floor	1
S1177- SENCONMLT009	A/C Central Controller - S1177/Main Building/Ground Floor	1
S1177- SENCONMLT010	A/C Central Controller - S1177/Main Building/Ground Floor	1
S1177- SENCONMLT011	A/C Central Controller - S1177/Main Building/Ground Floor	1
S1177- SENCONMLT012	A/C Central Controller - S1177/Main Building/Ground Floor	1
S1177- SENCONMLT5000	Multi Input Controllers - S1177/Main Building/Ground Floor	4
S1177- SENCONMLT5001	Multi Input Controllers - S1177/Main Building/1st Floor	2
S1177- SENCONMLT5002	Multi Input Controllers - S1177/Main Building/2nd Floor	2
S1177- SENSWIWAT001	Water Detection System - S1177/Main Building/Ground Floor	1
S1177- UTLMTRELE001	Electrical Meter Readings 1Monthly	
S1177- UTLMTRELE002	Electrical Meter Readings 1Monthly	
S1177- UTLMTRELE003	Electrical Meter Readings 1Monthly	

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S1177- UTLMTRELE004	Electrical Meter Readings 1Monthly	
S1177- UTLMTRELE005	Electrical Meter Readings 1Monthly	
S1177- UTLMTRGAS001	Gas Meter Readings 1 Monthly	
S1177- UTLMTRGAS002	Gas Meter Readings 1 Monthly	
S1177- WATMTRMTR001	Gas Meter	1
S1177- WATMTRMTR002	Gas Meter	1
S1177- WATMTRMTR003	Water Meter - S1177/Main Building/Basement	1
S1177- WATMTRMTR901	M016K0148111D6 - S1177/Main Building	1
S1177- WATMTRMTR902	M025K0284811D6 - S1177/Main Building	1
S1177- WATMTRMTR903	3771372 - S1177/Main Building	1
S1177- WATPIPPIP001	Domestic Water Pipework - Throughout	1
S1177- WATSANRAI5000	Rainwater Downpipes & Gutters External	1
S1177- WATTNKCLD001	Water Tank - S1177/Main Building/Basement	1
S1177- WATTNKCLD002	Water Tank - S1177/Main Building/Basement	1
S1177- WATTNKCLD003	Water Tank - S1177/Main Building/Roof	1
S1177- WATTNKCLD004	Water Tank - S1177/Main Building/Roof	1
S1177- WATTNKCLD5000	Cold Water - S1177/Main Building/Roof	2
S1177- WATTNKCLD5001	Cold Water - S1177/Main Building/Basement	2



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**Schedule 2 Service levels and KPIs**

The Services detailed within clauses 3 and 4 of Schedule 1 shall be delivered in accordance with the Service Levels as set out in the tables below.

**Planned Service SLA's – Measured Monthly**

Planned Service Type	Service Level Target
Help Desk Service – 24 Hour/7 days a week	
Telephone calls to be answered within 20 seconds	
STAT PPM completed in month	
PLND PPM completed in month	

**Reactive Service SLA's – Measured Monthly**

SLA Type	SLA Target
Emergency (P1)	
Important (P2)	
Standard (P3)	
Routine (P4)	

**Reactive Priority Definitions**Emergency - Priority 1

The Supplier will direct a member of the 24/7 emergency response team to the problem immediately, and will ensure that the breakdown is returned to a safe or usable state within 4 hours where possible.

Any further work required will be done as soon as availability of labour and materials allow. The Supplier classify Priority 1 work orders as situations in which life is threatened and/or there is a likelihood of catastrophic damage to property.

**Examples of Priority 1 breakdowns**

- Generator fault
- No power to IT infrastructure
- No power to a whole/part building
- Smell of Gas or Gas escape
- Specialised critical environment room too hot or cold (Server Room)
- UPS
- Flooding

Important - Priority 2

The Supplier will ensure that a skilled operative attends to the breakdown within 24 hours. Any further work required will be done as soon as availability of labour and materials allow.

The Supplier classify Priority 2 breakdowns as failures causing serious disruption to Authority operations.

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Examples of Priority 2 breakdowns

- Loss of heating or hot water on a building basis
- Loss of water supply on a room basis
- No power to room
- External door not secure
- Flooding toilet where limited welfare facilities are available
- Corridor light not working - no other lights in corridor are working
- Roof leaking in to work space

Standard - Priority 3

This priority will ensure that a resource attends to the problem within 7 working days and returns the Site to a safe or usable state. Any further work required will be done as soon as availability of labour and materials allow.

Priority 3 breakdowns will generally only cause moderate disruption to the Authority's operations.

Examples of Priority 3 breakdowns

- Radiator not heating up or no hot water to sink
- No power to socket where other sockets still work within the room
- Door stuck or binding where there is alternative access
- Toilet not flushing, but there are other welfare facilities available for use
- Air conditioning unit not working

Routine – Priority 4

A request will be classified as a Priority 4 where it relates to items that would be more efficiently dealt with in bulk rather than isolation including but not limited to isolated light failures

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**Schedule 3 Contract Management Plan and Management Information**

**1 MANAGEMENT OF THE SERVICES**

- 1.1 Both Parties shall ensure that appropriate resource is made available on a regular basis such that the aims, objectives and specific provisions of this Agreement can be fully realised.
- 1.2 Both Parties shall pro-actively manage risks attributed to them under the terms of this Agreement and the Supplier shall develop, operate, maintain and (as appropriate) amend processes for the identification and management of risks and issues.
- 1.3 The Supplier shall provide to the Authority's representatives access to all relevant documentation and/or any part of the Supplier's (or its sub-contractor's) premises as may be reasonably requested by the Authority's representatives, including for the purpose of commercial assurance, risk assessment, security assurance, familiarisation on procedures, audit of the Supplier's compliance with this Agreement and/or site audits. Full details of the Authority's requirement and timescales for the provision of management information reports are set out in Paragraph 2.
- 1.4 The Authority reserves the right to attend meetings between the Supplier and any subcontractors it utilises to provide the service to ensure proper oversight, management, delivery and performance of the Services and the Supplier shall procure that the Authority has access to such meetings.

**2 REVIEWS**

- 2.1 The Parties shall attend annual performance review meetings, on a date to be agreed between the Parties or, in the absence of such agreement, within 30 Working Days of each anniversary of the Effective Date, to consider the progress of the Agreement, discuss the management information reports and to review any operational issues that have arisen in the preceding review meetings on the following basis.
- 2.2 The Parties shall agree the format of the review meetings (for example, face to face or telephone conference) in advance.
- 2.3 The Supplier must provide the Authority with the most up to date management information relating to the period under review at least 5 Working Days before any review meeting.
- 2.4 Each Party shall procure that those of its contract management team representatives whose attendance is reasonably required to achieve the aims and objectives of the meeting, and any other persons considered by the Authority to be necessary for the review, make all reasonable efforts to attend review meetings.
- 2.5 In respect of the period under review, the Authority will take into account any matters it considers necessary, including:
  - 2.5.1 the Supplier's performance in respect of the service levels and KPI's as detailed at Schedule 2 (including any relevant service level trends analysis and whether the service levels reflect improvements in the Services over the Term and any efficiency gains made by the Supplier);
  - 2.5.2 consideration of any changes which may need to be made to the Services; and
  - 2.5.3 a review of future requirements in relation to the Services.
- 2.6 The Authority shall prepare a report containing its findings from the annual review and discuss with the Supplier how any proposed changes to the Agreement and/or to the Services shall be addressed. Any Contract Changes to be implemented in accordance with this Paragraph shall be implemented in accordance with Schedule 4 (Change Control Procedure).

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**3 CONTRACT MANAGEMENT ROLES AND DISPUTE ESCALATION POINTS**

3.1 The Parties shall assign personnel with the appropriate skills and experience to perform the roles and responsibilities listed in the table below.

Role	Key Personnel	Responsibilities	Contact Name, Title & Contact Details	
			Authority	Supplier
Senior Responsible Owner	No	Overall responsibility for delivery of the Agreement. Level 3 escalation point		
Commercial Director	No	Overall responsibility for the commercial integrity of the Agreement. Level 2 escalation point		
Contract Manager	Yes	Responsible for the day to day management of the Agreement. Level 1 escalation point.		

3.2 Subject to Clause 8.3 and 8.4 (Supplier Personnel and Key Personnel), in the event that the Supplier wishes to replace any of its representatives in the roles listed in Paragraph 3.1, the Supplier shall notify the Authority in writing of the proposed change for the Authority's agreement (such agreement not to be unreasonably withheld or delayed). Notwithstanding the foregoing it is intended that each Authority representative has at all times a counterpart representative of equivalent seniority and expertise.

3.3 The Authority may, by written notice to the Supplier, revoke or amend the authority of any of its representatives in the roles listed in Paragraph 3.1 or appoint a new representative into the role.

**4 ADDRESS FOR NOTICES**

4.1 The address for notices of the Parties are:

**Authority**

HMRC Commercial Contract Management

**Supplier**

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[Redacted]

[Redacted]

[Redacted]

[Redacted]

Attention: [Redacted]

Email: [Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Attention: [Redacted]

Email: [Redacted]

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**Schedule 4 Change Control Procedure****1 CHANGE CONTROL PROCEDURE**

- 1.1 Either Party may propose a change to this Agreement ("**Contract Change**") in accordance with the procedure for changing the Agreement set out in this Schedule ("**Change Control Procedure**").
- 1.2 If either Party wishes to propose a Contract Change it shall submit to the other Party a written request substantially in the form set out in Annex 1 detailing the proposed Contract Change ("**Change Request**") specifying, in as much detail as is reasonably practicable, the nature of the proposed Contract Change. As soon as reasonably practicable but in any event within fifteen (15) Working Days of receipt or issue of a Change Request (as the case may be) the Supplier shall submit to the Authority a written assessment of the Change Request ("**Impact Assessment**").
- 1.3 Each Impact Assessment shall be completed in good faith and shall include the following information (except where such information is not relevant to the proposed Contract Change):
  - 1.3.1 details of the proposed Contract Change including the reason for the Contract Change;
  - 1.3.2 details of the impact of the proposed Contract Change on the Services and the Supplier's ability to meet its other obligations under this Agreement;
  - 1.3.3 any variations to the terms of this Agreement that will be required as a result of that impact, including proposed changes to the service levels or KPIs or any timetable previously agreed by the Parties;
  - 1.3.4 details of the cost of implementing the proposed Contract Change;
  - 1.3.5 details of the ongoing costs required by the proposed Contract Change when implemented, including any increase or decrease in the Charges, any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;
  - 1.3.6 a timetable and high level plan for the mobilisation of the proposed Contract Change;
  - 1.3.7 details of how the proposed Contract Change will ensure compliance with any applicable Change in Law;
  - 1.3.8 an assessment of the possible risks of introducing the proposed Contract Change; and
  - 1.3.9 such other information as the Authority may reasonably request in (or in response to) the Change Request
- 1.4 Within fifteen (15) Working Days of receipt of the Impact Assessment, the Authority shall evaluate the Change Request and Impact Assessment and shall notify the Supplier whether it approves or rejects the proposed Contract Change or whether it requires the Supplier to make any reasonable changes to the Impact Assessment. If the Authority requires the Supplier to make such changes and if the Supplier agrees such changes, the Supplier shall make such modifications within five (5) Working Days of request.
- 1.5 If the Authority notifies the Supplier that it accepts the proposed Contract Change, then the Supplier shall prepare two (2) copies of a change authorisation note substantially in the form set out in Annex 2 ("**Change Authorisation Note**") which it shall sign and deliver to the Authority for its signature. Following receipt by the Authority of the Change Authorisation Note, it shall sign both copies and return one copy to the Supplier.
- 1.6 Until a Change Authorisation Note has been signed and issued by the Authority in accordance with Paragraph 1.5, then:
  - 1.6.1 unless the Authority expressly agrees (or requires) otherwise in writing, the Supplier shall continue to supply the Services in accordance with the existing terms of this Agreement

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as if the proposed Contract Change did not apply; and

- 1.6.2 any discussions, negotiations or other communications which may take place between the Authority and the Supplier in connection with any proposed Contract Change shall be without prejudice to each Party's other rights under this Agreement.

## **1 SUPPLIER'S RIGHT OF REJECTION**

- 1.1 The Supplier shall have the right to reject a Change Request solely in the manner set out in Paragraph 1.2.

- 1.2 Following an Impact Assessment, if:

- 1.2.1 the Supplier reasonably believes that any proposed Contract Change which is requested by the Authority would:

(a) materially and adversely affect the risks to the health and safety of any person; and/or

(b) require the Services to be performed in a way that infringes any Law; and/or

- 1.2.2 the Supplier demonstrates to the Authority's reasonable satisfaction that the proposed Contract Change is technically impossible to implement and neither the Supplier Solution nor the Services Description state that the Supplier does have the technical capacity and flexibility required to implement the proposed Contract Change,

then the Supplier shall be entitled to reject the proposed Contract Change and shall notify the Authority of its reasons for doing so within five (5) Working Days after the date on which it is obliged to deliver the Impact Assessment pursuant to Paragraph 1.2.

## **2 FAST TRACK CHANGES**

- 2.1 The parties acknowledge to ensure operational efficiency that there may be circumstances where it is desirable to expedite the processes set out above.

- 2.2 If :

- 2.2.1 the total number of Contract Changes in relation to which the expedited procedure in this Paragraph 2 ("**Fast-track Change Procedure**") has been applied does not exceed four (4) in any twelve (12) month period; and

- 2.2.2 both Parties agree the value of the proposed Contract Change over the remaining Term does not exceed £5,000 and the proposed Contract Change is not significant (as determined by the Authority acting reasonably),

then the parties shall confirm to each other in writing that they shall use the process set out in paragraphs 1 and 1 above but with reduced timescales, such that any period of fifteen (15) Working Days is reduced to five (5) Working Days, any period of ten (10) Working Days is reduced to two (2) Working Days and any period of five (5) Working Days is reduced to one (1) Working Day.

- 2.3 The Parties may agree in writing to revise the parameters set out in Paragraph 2.2 from time to time or that the Fast-track Change Procedure shall be used in relation to a particular Contract Change notwithstanding that the total number of Contract Changes to which such procedure is applied will then exceed four (4) in a twelve (12) month period.

## **3 OPERATIONAL CHANGE PROCEDURE**

- 3.1 Any change in the Supplier's operational procedures which the Parties agree in all respects, when implemented:

- 3.1.1 will not affect the Charges and will not result in any other costs to the Authority;

- 3.1.2 may change the way in which the Services are delivered but will not adversely affect the output of the Services or increase the risks in performing or receiving the Services;

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- 3.1.3 will not adversely affect the interfaces or interoperability of the Services with any of the Authority's IT infrastructure; and
- 3.1.4 will not require a change to this Agreement,  
(an "**Operational Change**") shall be processed in accordance with this Paragraph 3.
- 3.2 Any Operational Changes identified by the Supplier to improve operational efficiency of the Services may be implemented by the Supplier without following the Change Control Procedure for proposed Contract Changes provided they do not:
  - 3.2.1 have an impact on the business of the Authority;
  - 3.2.2 require a change to this Agreement;
  - 3.2.3 have a direct impact on use of the Services; or
  - 3.2.4 involve the Authority in paying any additional Charges or other costs.
- 3.3 The Authority may request an Operational Change by submitting a written request for Operational Change ("**RFOC**") to the Supplier's contract manager (whose details are set out in Paragraph 3 of Schedule 3).
- 3.4 The RFOC shall include the following details:
  - 3.4.1 the proposed Operational Change; and
  - 3.4.2 the timescale for completion of the Operational Change.
- 3.5 The Supplier shall inform the Authority of any impact on the Services that may arise from the proposed Operational Change.
- 3.6 The Supplier shall complete the Operational Change by the timescale specified for completion of the Operational Change in the RFOC, and shall promptly notify the Authority when the Operational Change is completed.

**4 IMPLEMENTATION OF CONTRACT CHANGES**

- 4.1 The Parties shall meet as required and on request by either Party to discuss the order in which agreed Contract Changes are implemented and to monitor the implementation of such Contract Changes.

**5 CHARGES FOR CONTRACT CHANGES**

- 5.1 Each Party will be responsible for any costs they incur as a result of preparing a Change Request or Impact Assessment.
- 5.2 Both Parties must take all reasonable steps to avoid or minimise additional Charges arising from the implementation of any Contract Change, including where possible using resources already deployed in providing the Services at no additional cost. If additional resources or costs will be required then the Parties must calculate the cost of the Contract Change in accordance with Schedule 1, Paragraph A5.

**6 INDEXATION**

- 6.1 For the avoidance of doubt, the Supplier may not vary Charges to take account of Indexation at any time.



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**ANNEX 1: CHANGE REQUEST FORM**

CR NO.:	TITLE:	TYPE OF CHANGE (e.g. FAST TRACK):
CONTRACT:		REQUIRED BY DATE:
ACTION:	NAME:	DATE:
RAISED BY:		
AREA(S) IMPACTED ( <i>OPTIONAL FIELD</i> ):		
ASSIGNED FOR IMPACT ASSESSMENT BY:		
ASSIGNED FOR IMPACT ASSESSMENT TO:		
SUPPLIER REFERENCE NO.:		
FULL DESCRIPTION OF REQUESTED CONTRACT CHANGE (INCLUDING PROPOSED CHANGES TO THE WORDING OF THE AGREEMENT):		
DETAILS OF ANY PROPOSED ALTERNATIVE SCENARIOS:		
REASONS FOR AND BENEFITS AND DISADVANTAGES OF REQUESTED CONTRACT CHANGE:		
SIGNATURE OF REQUESTING CHANGE OWNER:		
DATE OF REQUEST:		

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**ANNEX 2: CHANGE AUTHORISATION NOTE**

CR NO.:	TITLE:	DATE RAISED:
CONTRACT:	TYPE OF CHANGE:	REQUIRED BY DATE:
REASON FOR THE CHANGE:		
DETAILED DESCRIPTION OF CONTRACT CHANGE (GIVING FULL DETAILS, INCLUDING ANY SPECIFICATIONS): AND WORDING OF RELATED CHANGES TO THE AGREEMENT:		
COST OF THE CHANGE:		
TIMETABLE:		
IMPACT ON THE AGREEMENT:		
SIGNED ON BEHALF OF THE AUTHORITY:		SIGNED ON BEHALF OF THE SUPPLIER:
Signature: _____		Signature: _____
Name: _____		Name: _____
Position: _____		Position: _____
Date: _____		Date: _____

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**Schedule 5: Exit Management Plan**

**1 EXIT MANAGEMENT**

- 1.1 The Supplier shall be required to perform the Services until the end of the Term, including during any notice period given if the Agreement terminates under Clause 20.
- 1.2 On reasonable notice at any point(s) during the Term, the Supplier shall provide to the Authority such assistance and information as the Authority may reasonably require to assist the Authority and/or its replacement supplier with the orderly transition of the Services from the Supplier to the replacement supplier (or the Authority, as applicable):
- 1.3 No later than 10 Working Days before the Agreement terminates, the Supplier shall provide the Authority and/or the Replacement Supplier with a complete and uncorrupted version of the Authority Data in electronic form (or such other format as reasonably required by the Authority).
- 1.4 Upon termination (or earlier if this does not adversely affect the Supplier's performance of the Services and its compliance with the other provisions of this Schedule), the Supplier shall immediately:
  - 1.4.1 cease to use the Authority Data;
  - 1.4.2 erase from any computers, storage devices and storage media that are to be retained by the Supplier after the end of the Term all Authority Data and promptly certify to the Authority that it has completed such deletion. The Supplier shall also delete all copies of any Personal Data unless it is required to be retained by EU or member state laws; and
  - 1.4.3 vacate any Authority premises.

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**Schedule 6 Security Management**

**1 DEFINITIONS**

The following definitions apply in this Schedule:

**"Malicious Software"** any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;

**"Software"** any software which is proprietary to the Supplier or to a third party (or an affiliate of the Supplier) or any open source software which, in any case, is or will be used by the Supplier for the purposes of providing the Services.

**2 AUTHORITY DATA**

- 2.1 The Supplier shall not delete or remove any proprietary notices contained within or relating to the Authority Data.
- 2.2 The Supplier shall not store, copy, disclose, or use the Authority Data except as necessary for the performance by the Supplier of its obligations under this Agreement or as otherwise expressly authorised in writing by the Authority.
- 2.3 To the extent that Authority Data is held and/or processed by the Supplier, the Supplier shall supply that Authority Data to the Authority as requested by the Authority in the format specified by the Authority.
- 2.4 The Supplier shall preserve the integrity, confidentiality and accessibility of Authority Data and prevent the unauthorised access, interception, corruption or loss of Authority Data at all times that the relevant Authority Data is under its control or the control of any sub-contractor.
- 2.5 The Supplier shall perform and maintain secure back-ups of all Authority Data and shall ensure that up-to-date back-ups are stored off-site in accordance with the security requirements in this Agreement and any business continuity and disaster recovery plan. The Supplier shall ensure that such back-ups are available to the Authority (or to such other person as the Authority may direct) at no additional cost to the Authority, and that the data contained in the back-ups are available at all times upon request and are delivered to the Authority at no less than six (6) monthly intervals (or such other intervals as may be agreed in writing between the Parties).
- 2.6 The Supplier shall ensure that any system on which the Supplier holds any Authority Data, including back-up data, is a secure system that complies with the security requirements in this Agreement.
- 2.7 If the Authority Data is corrupted, lost or sufficiently degraded as a result of the Supplier's Default so as to be unusable, the Authority may:
  - 2.7.1 require the Supplier (at the Supplier's expense) to restore or procure the restoration of Authority Data to the extent and in accordance with the requirements specified in any business continuity and disaster capability plan and the Supplier shall do so as soon as practicable but not later than five (5) Working Days from the date of receipt of the Authority's notice; and/or
  - 2.7.2 itself restore or procure the restoration of Authority Data, and shall be repaid by the Supplier any reasonable expenses incurred in doing so to the extent and in accordance with the requirements specified in any business continuity and disaster capability plan.

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- 2.8 If at any time the Supplier suspects or has reason to believe that Authority Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Supplier shall notify the Authority immediately and inform the Authority of the remedial action the Supplier proposes to take.

**3 SECURITY REQUIREMENTS**

- 3.1 The Supplier shall comply with the security management plan as agreed between the parties from time to time ("**Security Management Plan**") and the security policy identified as such within the Security Management Plan ("**Security Policy**").
- 3.2 The Authority shall notify the Supplier of any changes or proposed changes to the Security Policy.
- 3.3 If the Supplier believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the Services it may submit a Change Request (as defined in Schedule 4). In doing so, the Supplier must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs. Any change to the Charges shall then be agreed in accordance with the Change Control Procedure in Schedule 4.
- 3.4 Until and/or unless a change to the Charges is agreed by the Authority pursuant to the Change Control Procedure in Schedule 4 the Supplier shall continue to perform the Services in accordance with its existing obligations.

**4 MALICIOUS SOFTWARE**

- 4.1 The Supplier shall, as an enduring obligation throughout the Term, use the latest versions of anti-virus definitions and software available from an industry accepted anti-virus software vendor to check for, contain the spread of, and minimise the impact of Malicious Software.
- 4.2 If Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Authority Data, assist each other to mitigate any Losses and to restore the Services to their desired operating efficiency.
- 4.3 Any cost arising out of the actions of the Parties taken in compliance with the provisions of Paragraph 4.2 shall be borne by the Parties as follows:
- 4.3.1 by the Supplier where the Malicious Software originates from the Software or the Authority Data (whilst the Authority Data was under the control of the Supplier) unless the Supplier can demonstrate that such Malicious Software was present and not quarantined or otherwise identified by the Authority when provided to the Supplier; and
- 4.3.2 otherwise by the Authority.

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**Schedule 7 Data Protection****1 DATA PROTECTION**

The following definitions apply in this Schedule:

<b>"Data Protection Legislation"</b>	(i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;
<b>"Data Protection Impact Assessment"</b>	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
<b>"Controller", "Processor", "Data Subject", "Personal Data Breach", "Data Protection Officer"</b>	take the meaning given in the GDPR;
<b>"Data Loss Event"</b>	any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach;
<b>"Data Subject Request"</b>	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
<b>"DPA 2018"</b>	Data Protection Act 2018;
<b>"LED"</b>	Law Enforcement Directive (Directive (EU) 2016/680);
<b>"Protective Measures"</b>	appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those outlined in Clause 16 (Authority Data and Security Requirements and Schedule 1 (Service Order));
<b>"Sub-processor"</b>	any third Party appointed to process Personal Data on behalf of that Processor related to this Agreement.

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- 1.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the Supplier is the Processor. The only processing that the Processor is authorised to do is listed in Annex 1 by the Controller and may not be determined by the Processor.
- 1.2 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.
- 1.3 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, include:
  - 1.3.1 a systematic description of the envisaged processing operations and the purpose of the processing;
  - 1.3.2 an assessment of the necessity and proportionality of the processing operations in relation to the Services;
  - 1.3.3 an assessment of the risks to the rights and freedoms of Data Subjects; and
  - 1.3.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 1.4 The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:
  - 1.4.1 process that Personal Data only in accordance with Annex 1, unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before processing the Personal Data unless prohibited by Law;
  - 1.4.2 ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures), having taken account of the:
    - (a) nature of the data to be protected;
    - (b) harm that might result from a Data Loss Event;
    - (c) state of technological development; and
    - (d) cost of implementing any measures;
  - 1.4.3 ensure that:
    - (a) the Processor Personnel do not process Personal Data except in accordance with this Agreement (and in particular Annex 1);
    - (b) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
      - (i) are aware of and comply with the Processor's duties under this Paragraph 1;
      - (ii) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
      - (iii) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Controller or as otherwise permitted by this Agreement; and

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- (iv) have undergone adequate training in the use, care, protection and handling of Personal Data; and
- 1.4.4 not transfer Personal Data outside of the UK unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
  - (a) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;
  - (b) the Data Subject has enforceable rights and effective legal remedies;
  - (c) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
  - (d) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;
- 1.4.5 at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Agreement unless the Processor is required by Law to retain the Personal Data.
- 1.5 Subject to Paragraph 1.6, the Processor shall notify the Controller immediately if it:
  - 1.5.1 receives a Data Subject Request (or purported Data Subject Request);
  - 1.5.2 receives a request to rectify, block or erase any Personal Data;
  - 1.5.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
  - 1.5.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
  - 1.5.5 receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
  - 1.5.6 becomes aware of a Data Loss Event.
- 1.6 The Processor's obligation to notify under Paragraph 1.5 shall include the provision of further information to the Controller in phases, as details become available.
- 1.7 Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Paragraph 1.5 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:
  - 1.7.1 the Controller with full details and copies of the complaint, communication or request;
  - 1.7.2 such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
  - 1.7.3 the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
  - 1.7.4 assistance as requested by the Controller following any Data Loss Event;
  - 1.7.5 assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
- 1.8 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Paragraph 1. This requirement does not apply where the Processor employs fewer than 250 staff, unless:



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- 1.8.1 the Controller determines that the processing is not occasional;
  - 1.8.2 the Controller determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or
  - 1.8.3 the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 1.9 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- 1.10 Each Party shall designate its own data protection officer if required by the Data Protection Legislation.
- 1.11 Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Processor must:
- 1.11.1 notify the Controller in writing of the intended Sub-processor and processing;
  - 1.11.2 obtain the written consent of the Controller;
  - 1.11.3 enter into a written agreement with the Sub-processor which give effect to the terms set out in this Paragraph 1 such that they apply to the Sub-processor; and
  - 1.11.4 provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.
- 1.12 The Processor shall remain fully liable for all acts or omissions of any of its Sub-processors.
- 1.13 The Controller may, at any time on not less than 30 Working Days' notice, revise this Paragraph 1 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).
- 1.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Controller may on not less than 30 Working Days' notice to the Processor amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

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**ANNEX 1 PROCESSING, PERSONAL DATA AND DATA SUBJECTS**

This Annex shall be completed by the Controller, who may take account of the view of the Processor, however the final decision as to the content of this Schedule shall be with the Controller at its absolute discretion.

1. The contact details of the Controller's Data Protection Officer are: [REDACTED]
2. The contact details of the Processor's Data Protection Officer are: [REDACTED]
3. The Processor shall comply with any further written instructions with respect to processing by the Controller.
4. Any such further instructions shall be incorporated into this Schedule.

Description	Details
Subject matter of the processing	Processing of HMRC (and other occupiers) personal data with regards to undertaking the Services.
Duration of the processing	From the date of this Agreement to the Expiry Date or as long as [REDACTED] continue to provide helpdesk services to HMRC.
Nature and purposes of the processing	<p>Processing of Personal Data:</p> <ul style="list-style-type: none"> <li>a) via CAFM system when dealing with reactive calls;</li> <li>b) in connection with insurance claims;</li> <li>c) in relation to security clearance including, without limitation, SC checks, CTC checks and baseline standard security checks</li> </ul> <p>and any other operation which involves the collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means).</p>
Type of Personal Data being Processed	Expected to be (but may not be limited to) name, telephone number, location and e-mail address.
Categories of Data Subject	HMRC staff and its sub-tenants.
Plan for return and destruction of the data once the processing is complete UNLESS	The data will be retained for, and disposed in line with paragraph 1.4.5 of Schedule 7.

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requirement under union or member state law to preserve that type of data	
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**Schedule 8 – Financial Matters****Annual Contract Price**

(GBP).

HMRC Short-Term Retained Estate	Contract	Maintenance	Statutory	Cleaning	Horticultural	Security	Waste	CAFM	Helpdesk	Overhead &	Location	Total
	Mobilisation	Services	Obligations	Services	Services	Services	Services		Services	Profit		
Annualised Price												
Contract price (9 Months)												

**Reactive Contract Rates**

All Reactive Maintenance costs will be charged to the Authority at the following rates:

Type	Standard		After hours & Saturdays		Sundays & Bank Holidays	
	Callout charge	Hourly Rate	Callout charge	Hourly Rate	Callout charge	Hourly Rate
Fabric Engineer						
Electrical Engineer						
Multi skilled engineer						
Mechanical Engineer						
A/C Engineer						
Gas Engineer						

All Materials, subcontracted works, cleaning consumables, and associated plant and equipment will be charged at cost plus [REDACTED]

**Indexation**

The Annual Contract Price, breakdown per Site and Reactive Contract Rates stated above shall apply during the first year of the term only.

All figures in this Schedule 8 (adjusted or supplemented (if applicable) as a result of operation of the Change Mechanism) insofar as they relate to a Site shall be increased on each anniversary of the Services Commencement Date for that Site by [REDACTED] % unless otherwise agreed by both parties during a collaborative end of year review.

**Pricing Assumptions**

In pricing the Services the Supplier has made the following assumptions:

1. That the Asset Register at Annex 1 to this schedule is complete and accurate;
2. That unrestricted access to all Sites will be made available to the Supplier by the Authority;

In the event any of these assumptions is found to be incorrect, the Supplier shall be entitled to amend the price under schedule 4 of this Agreement to reflect any additional cost to it in performing the Services with agreement from the Authority.

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**Invoicing Process**

- 1** All invoices submitted by the Supplier shall be in the form of, or shall be accompanied by, a valid VAT invoice in respect of all amounts upon which VAT is properly chargeable and the Authority shall pay VAT in addition.
- 2** The Supplier will invoice for payment monthly on the first day of the month. The invoice will identify charges for:
  - 2.1** Planned Preventative Maintenance charges for the current month; and
  - 2.2** Cleaning charges for the current month; and
  - 2.3** Security charges for the current month; and
  - 2.4** FM Services charges for the current month; and
  - 2.5** Reactive charges up to the previous cut-off date; and
  - 2.6** Project Works charges, as completed and not charged;
  - 2.7** Any other sums to which the Supplier is entitled under this Agreement.
- 3** All invoices will be paid within 30 days of receipt of the invoice.
- 4** The Authority will review the invoice and will advise within 5 Business Days of any disputed item giving reasons for the dispute.
- 5** All undisputed charges on the invoice will remain due and payable.
- 6** If no charges are disputed by the Authority within the period stated above, then all charges will be deemed to have been accepted by the Authority.
- 7** All charges payable under this Agreement will be subject to VAT where applicable.
- 8** Interest will be charged in line with the provisions of the main agreement.

