

**AUTHORITY: The Secretary of State for the Home
Department**

**Schedule 8.4
Reports and Records Provisions**

**Gatwick Estate
(Brook House, Tinsley House with Pre-Departure
Accommodation)
Immigration Removal Centres and PDA Contract**

1 SCOPE

- 1.1 This Schedule set out the range of Reports that the Supplier shall provide during the Contract Term to enable the Parties to manage the Contract effectively. This Schedule does not document each and every Report required but instead set the framework for reporting which shall:
- (a) Deliver accurate and relevant information in respect of performance of the Service Requirements;
 - (b) Support effective management of performance evaluation;
 - (c) Support and evidence the agreed commercial arrangements in respect of assets, finance and resource usage;
 - (d) Support the planning process for future business delivery; and
 - (e) Captures data that enables the Authority to report against government aims and objectives e.g. regarding SME's and sub-contractors.
- 1.2 Annex A sets out the baseline list of the main Reports required by the Authority to manage the Contract. During the Implementation Period and as a condition of agreeing a Permit to Operate, the Parties shall review the baseline list of Reports and shall agree an updated list of Reports to be provided by the Supplier and the format, content, frequency and distribution list. Annex A shall be updated during the Implementation Period to reflect the agreed reporting requirements. Annex A may be varied, increased or reduced during the Contract at no charge to the Authority, the format of which will be agreed with the Supplier in accordance with the Change Control Procedures.
- 1.3 Annex A contains a list of Baseline Reports. Further reporting will be expected of the Supplier as part of the fulfilment of the Service Requirements.
- 1.4 Annex B sets out Significant Incidents that the Supplier shall inform the Authority of with immediate effect. The Supplier shall also provide the Authority with at least an initial report within 24 hours of the incident coming to the Authority's attention, regardless of whose personnel (Suppliers, Suppliers Sub-contractors, the Authority's Escorting Service Provider, Healthcare Supplier or the Authority's personnel) is considered responsible. The list at Annex B is not exhaustive, the Supplier must also report any incident that it considers to be significant or which may have reputational impact on the Authority.
- 1.5 Where other Schedules to the Contract provide a more detailed description of the detail that needs to be provided by the Supplier in relation to a particular Report, the more detailed provision shall apply.
- 1.6 Data shall be generated at contract level, with sub sections for each facility (Brook House, Tinsley House and Gatwick PDA).
- 1.7 The Authority may reasonably request data and information relating to the provision of Service Requirements from the Supplier on an ad hoc basis and at no additional cost.

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- 1.8 The Authority may request data and reports on an ad hoc basis to assist with Parliamentary Questions (PQs), Freedom of Information Requests (FOIs) and other parliamentary/business requirements. In such instances the Supplier shall within a timescale specified by the Authority, provide a written report and relevant management information to the Authority.
- 1.9 Reports shall be supplied to the Authority via electronic and/or hard copy media, in a format that is fully readable and can be edited by the Authority. The Supplier will work with the Authority throughout the term of the contract to adopt new technologies and/or methodologies which deliver improved reporting.
- 1.10 The Authority will determine the distribution list for all Reports and the Supplier shall distribute Reports as specified.
- 1.11 The Supplier shall ensure that all Reports submitted to the Authority are Certified complete and accurate at all times. In the event that any errors are identified, the Supplier shall promptly correct such errors and resubmit the Report within the timescales agreed with the Authority.
- 1.12 The provision of reports and their quality will be reviewed at the monthly Operational Review meeting. Any disagreement as to the content of any of the Reports which cannot be resolved at the monthly Operational Review meeting shall be raised for review at the Quarterly Contract Review Meeting.

2 BASELINE REPORTS

- 2.1 During the Implementation Period the Supplier shall provide to the Authority for its approval (such approval not to be unreasonably withheld or delayed) draft reports in accordance with Annex A (once approved, the “**Baseline Reports**”).
- 2.2 If the Authority rejects any draft Baseline Report, the Supplier shall submit a revised version of the relevant report for further approval by the Authority within five (5) days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by the Authority. If the Parties fail to agree on a draft Baseline Report the Authority shall determine what should be included.
- 2.3 The Supplier shall provide accurate and up-to-date versions of each Baseline Report to the Authority at the frequency referred to in Annex A.
- 2.4 Any disagreement in connection with the preparation and/or approval of Baseline Reports, other than under paragraph 1.2 shall be treated as a Dispute.
- 2.5 The requirements for Baseline Reports are in addition to any other reporting requirements in this Agreement.
- 2.6 The Supplier shall provide reports at a frequency of daily, weekly, monthly, quarterly or annually. Reports will be available at the following times:
 - I. Daily Reports – by midday on the following working day
 - II. Weekly Reports - by close of business on the first working day of the following week of the scheduled interval
 - III. Monthly Reports – by close of business on the seventh working day following the end of the quarter

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- IV. Quarterly Reports – by close of business on the seventh working day following the end of the quarter
- V. Annual Report – by close of business on the twentieth working day following the end of the contractual Year, except for financial reports which shall be provided by the twentieth working day following the end of the Authority's Financial Year which ends on 31st March.
- VI. Financial accounting and reporting data, except as otherwise specified, as reasonably required by the Authority.

3 OTHER REPORTS

The Authority may require any or all of the following reports:

- (a) delay reports;
- (b) reports relating to Testing and tests carried out under Schedule 2.4 (Security Management) and Schedule 8.6 (Service Continuity Plan and Corporate Resolution Planning);
- (c) reports which the Supplier is required to supply as part of the Management Information;
- (d) annual reports on the Insurances;
- (e) security reports; and
- (f) Force Majeure Event reports.

4 RECORDS

- 4.1 The Supplier shall retain and maintain all the records (including superseded records) referred to in Paragraph 1 and Annex C (together “**Records**”):
 - (g) in accordance with the requirements of The National Archives and Good Industry Practice;
 - (h) in chronological order;
 - (i) in a form that is capable of audit; and
 - (j) at its own expense.
- 4.2 The Supplier shall make the Records available for inspection to the Authority on request, subject to the Authority giving reasonable notice.
- 4.3 Where Records are retained in electronic form, the original metadata shall be preserved together with all subsequent metadata in a format reasonably accessible to the Authority.
- 4.4 The Supplier shall, during the Term and a period of at least 7 years following the expiry or termination of this Agreement, maintain or cause to be maintained complete and accurate documents and records in relation to the provision of the Services including but not limited to all Records.

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- 4.5 Records that contain financial information shall be retained and maintained in safe storage by the Supplier for a period of at least 7 years after the expiry or termination of this Agreement.
- 4.6 Without prejudice to the foregoing, the Supplier shall provide the Authority:
- (a) as soon as they are available, and in any event within 60 Working Days after the end of the first 6 months of each financial year of the Supplier during the Term, a copy, certified as a true copy by an authorised representative of the Supplier, of its un-audited interim accounts and, if applicable, of consolidated un-audited interim accounts of the Supplier and its Affiliates which would (if the Supplier were listed on the London Stock Exchange (whether or not it is)) be required to be sent to shareholders as at the end of and for each such 6 month period; and
 - (b) as soon as they shall have been sent to its shareholders in order to be laid before an annual general meeting of the Supplier, but not later than 130 Working Days after the end of each accounting reference period of the Supplier part or all of which falls during the Term, the Supplier's audited accounts and if applicable, of the consolidated audited accounts of the Supplier and its Affiliates in respect of that period together with copies of all related directors' and auditors' reports and all other notices/circulars to shareholders.

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ANNEX A: BASELINE REPORTS

1. The list at 1.2. below describes the Reports required by the Authority.

1.1. Each Report must contain the following information:

IRC/PDA Name
Report Title
Supplier Name
Period Report covers
Date Report run

1.2.

REPORT NAME		FREQUENCY
Quarterly Contract Review Meeting Report		Quarterly
Governance Group Report		Quarterly
Commercial Dashboard		Monthly
Service Continuity Management		Annually
Asset Register		Annually
Condition Survey Report		Annually
Service Operating Procedures (SOPS)		Quarterly
Supplier Audits		Annually
Supplier Audit Report		Monthly

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Detailed Implementation Plan		As outlined in Schedule 6.1 Implementation Plan
Exit Management		As outlined in Schedule 8.5 (Exit Management)
Social Value		Quarterly
Social Value CSR Assessment		Annually as required
Social Value Carbon Emissions Assessment		Periodically
Insurance		At the Effective Date and within 15 working days of renewal or replacement
Monthly Invoice		Monthly
Contract Amendment Report		As specified in Schedule 7.5 (Financial Reports and Audit Rights)
Contract Inception Report		To be lodged during the Implementation period
Quarterly Contract Report		As specified in Schedule 7.5 (Financial Reports and Audit Rights)
Final Reconciliation Report		As specified in Schedule 7.5 (Financial Reports and Audit Rights)

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Annual Contract Report	[REDACTED] [REDACTED] [REDACTED]	As specified in Schedule 7.5 (Financial Reports and Audit Rights)
Shop Accounts	[REDACTED] [REDACTED] [REDACTED]	Monthly
[REDACTED]		
Bed Occupancy	[REDACTED] [REDACTED] [REDACTED]	3 x a day - daily
Performance Meeting Report	[REDACTED] [REDACTED] [REDACTED]	Weekly
Centre Managers Report	[REDACTED] [REDACTED] [REDACTED]	Monthly
Performance Measures and Performance Credit Report	[REDACTED] [REDACTED] [REDACTED]	Monthly
Safer Community Report	[REDACTED] [REDACTED] [REDACTED]	Monthly
Supplier Staff Report	[REDACTED] [REDACTED] [REDACTED]	Weekly
Complaints and Customer Satisfaction Report	[REDACTED] [REDACTED] [REDACTED]	Monthly
Maintenance and Cleaning Report	[REDACTED] [REDACTED] [REDACTED]	Monthly
Operational Briefing Handover	[REDACTED] [REDACTED] [REDACTED]	Daily (by 9am)

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[REDACTED]		
Significant Incidents Reports	[REDACTED] [REDACTED] [REDACTED]	Daily
Security and Operational Report	[REDACTED] [REDACTED] [REDACTED]	Monthly
Security Assurance Report	[REDACTED] [REDACTED] [REDACTED]	Quarterly
Strategic Intelligence Assessment	[REDACTED] [REDACTED] [REDACTED]	Monthly

ANNEX B: INCIDENT CATEGORY – SERIOUS INCIDENTS

The table below sets out all incident categories that shall be reported to the Authority in accordance with paragraph 1.4 of this Schedule 8.4 (Report and Record Provision). For the avoidance of doubt, these incidents are classified as Critical.

TABLE FULLY REDACTED

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ANNEX C: RECORDS TO BE KEPT BY THE SUPPLIER

The records to be kept by the Supplier are:

1. This Agreement, its Schedules and all amendments to such documents.
2. All other documents which this Agreement expressly requires to be prepared.
3. Records relating to the appointment and succession of the Supplier Representative and each member of the Key Personnel.
4. Notices, reports and other documentation submitted by any Expert.
5. All operation and maintenance manuals prepared by the Supplier for the purpose of maintaining the provision of the Services and the underlying IT Environment and Supplier Equipment.
6. Documents prepared by the Supplier or received by the Supplier from a third party relating to a Force Majeure Event.
7. All formal notices, reports or submissions made by the Supplier to the Authority Representative in connection with the provision of the Services.
8. All certificates, licences, registrations or warranties in each case obtained by the Supplier in relation to the provision of the Services.
9. Documents prepared by the Supplier in support of claims for the Charges.
10. Documents submitted by the Supplier pursuant to the Change Control Procedure.
11. Documents submitted by the Supplier pursuant to invocation by it or the Authority of the Dispute Resolution Procedure.
12. Documents evidencing any change in ownership or any interest in any or all of the shares in the Supplier and/or the Guarantor, where such change may cause a change of Control; and including documents detailing the identity of the persons changing such ownership or interest.
13. Invoices and records related to VAT sought to be recovered by the Supplier.
14. Financial records, including audited and un-audited accounts of the Guarantor and the Supplier.
15. Records required to be retained by the Supplier by Law, including in relation to health and safety matters and health and safety files and all consents.
16. All documents relating to the insurances to be maintained under this Agreement and any claims made in respect of them.
17. All journals and audit trail data referred to in Schedule 2.4 (Security Management).
18. All other records, notices or certificates required to be produced and/or maintained by the Supplier pursuant to this Agreement.