

SCHEDULE 16

REPORTS AND RECORDS

1 REPORTS

- 1.1 The Service Provider shall provide to the Authority each report in accordance with Annex 1.
- 1.2 The Service Provider shall provide accurate and up-to-date versions of each report to the Authority at the frequency referred to in Annex 1.
- 1.3 Any disagreement in connection with the preparation and/or approval of a report shall be treated as a Dispute.

2 RECORDS

- 2.1 The Service Provider shall retain and maintain all the records (including superseded records) referred to in Paragraph 1 and Annex 2 (together "**Records**"):
 - a. in accordance with the requirements of The National Archives and Good Industry Practice;
 - b. in chronological order;
 - c. in a form that is capable of audit; and
 - d. at its own expense.
- 2.2 The Service Provider shall store the Records on its systems and shall provide access and/or copies to the Authority of such Records in accordance with any requirement under the SOR and the Contract or at the reasonable request of the Authority.
- 2.3 The Service Provider shall, during the Contract Term and a period of at least 7 years following the expiry or termination of this Contract, 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.
- 2.4 Records that contain financial information shall be retained and maintained in safe storage by the Service Provider for a period of at least 7 years after the expiry or termination of this Contract.

3 FINANCIAL INFORMATION

- 3.1 The Service Provider shall monitor the financial health of itself and any Key Sub-contractors and shall promptly notify the Authority in writing of any financial issues.
- 3.2 The Authority shall also undertake its own investigations as deemed necessary to assure itself of the Service Provider's market standing and financial status.
- 3.3 The Service Provider shall provide any such other financial information reasonably requested by the Authority.
- 3.4 The Authority and the Service Provider shall discuss any issues in respect of the financial health of the Service Provider and/or Key Sub-contractors.
- 3.5 Where it is agreed between the Parties, the Authority may exercise its right to step in under Clause 30 of the Contract.
- 3.6 The Service Provider shall provide to the Authority annually an Annual Report for review at the Annual Contract Performance Review in accordance with Schedule 15 (Governance). The Annual Report shall be a comprehensive executive report detailing their performance in the Contract over the last 12 months, staff turnover, a review of their financial performance. It shall highlight any issues of financial distress and/or any issues with their Key Sub-contractors and it shall look forward into the next 12 months to demonstrate to the Authority that the Services can continue to be delivered and highlight any proposed improvements, efficiencies and innovations for agreement with the Authority outside of the Annual Performance Review Meeting.
- 3.7 The Authority (acting reasonably) may bring in external auditors or financial experts to review the Service Provider's accounts.
- 3.8 Where it is deemed necessary by the Authority, the Service Provider shall be required to undertake more regular reviews of its market standing and financial status. Such requirement shall be communicated to the Service Provider in writing.

ANNEX 1: REPORTS

Frequency	Report	Deadline for Submission
Monthly, quarterly	Performance Dashboard report	5 Working days prior to the Monthly Contract Performance Review and Quarterly Contract Performance Review
Annually	Annual Report	30 Working days prior to annual meeting
Annually	Customer Satisfaction Survey	Date to be agreed between the DO and the Service Provider to enable analysis of results to be discussed at annual meeting.
As required by Service provider QA plan, plus Annually	ISO9001 Accreditation and annual re-accreditation.	5 Working days prior to annual meeting or on a date to be agreed between the Parties
Monthly	Service Provider personnel report to include security clearance and DBS check status	5 Working days prior to Monthly Contract Performance Review
Ongoing	Training records for all staff	Ongoing
For each course delivered by Service Provider	Course Record Folder to include weekly progress report and end of course report (one per trainee)	Weekly
Monthly	Terrier returns record of equipment usage	Ongoing
Daily	Inspections and maintenance of Ammo compound firefighting facilities.	Ongoing
Daily	Vehicle and equipment usage data and reports generated by JAMES/TAFMIS	Ongoing

Monthly	Vehicle inspection and servicing forecasts	Ongoing
Records kept updated on a daily basis, report generated on request	Customer Service desk vehicle/equipment usage data reports	Ongoing

ANNEX 2: RECORDS TO BE KEPT BY THE SERVICE PROVIDER

The records to be kept by the Service Provider are:

- 1 This Contract, its Schedules and all amendments to such documents.
- 2 All other documents which this Contract expressly requires to be prepared.
- 3 Records relating to the appointment and succession of the Service Provider 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 Service Provider for the purpose of maintaining the provision of the Services.
- 6 Documents prepared by the Service Provider or received by the Service Provider from a third party relating to a Force Majeure Event.
- 7 All formal notices, reports or submissions made by the Service Provider 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 Service Provider in relation to the provision of the Services.
- 9 Documents prepared by the Service Provider in support of claims for the Charges.
- 10 Documents submitted by the Service Provider pursuant to the Change Control Procedure.
- 11 Documents submitted by the Service Provider 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 Service Provider, 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 Service Provider.
- 14 Financial records, including audited and un-audited accounts of the Service Provider.

- 15 Records required to be retained by the Service Provider 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 Contract and any claims made in respect of them.
- 17 All other records, notices or certificates required to be produced and/or maintained by the Service Provider pursuant to this Contract.

