



SCHEDULE 3:

AUTHORITY THIRD PARTY CONTRACTS

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1. **Definitions**

1.1 For the purposes of this **Schedule 3 (Authority Third Party Contracts)**, unless the context otherwise requires:

"Alternative Third Party Contract" has the meaning given in **paragraph 3.2.2 (Optional Authority Third Party Contracts)** of this Schedule;

"Approved Food Goods" means food goods for provision to Prisoners that have been approved by the Authority and in accordance with the "Catering Meals for Prisoners" PSI/PSO 44/2010 (and any successors or amendments thereto);

"Approved Prisoner Retail Goods" means retail, catalogue and promotional goods approved by the Authority as notified to the Contractor from time to time;

"Authority Education Contract Prison Education Framework" or "PEF" means the framework which establishes the Education Provider's responsibility for delivering the "Core Curriculum Requirements" and the "Wider Curriculum Requirements" for Education Services (as amended from time to time and available in the data room and on request from the Authority);

"Authority Food Supplier" means an Authority Supplier(s) from time to time of Approved Food Goods under an Authority Prison Food Contract;

"Authority Prison Food Contract" means an Authority Third Party Contract for the supply of food goods as may be amended or replaced from time to time;

"Authority Prisoner Retail Category Manager" means the Authority representative responsible for the Authority Prisoner Retail Contract as notified to the Contractor from time to time;

"Authority Prisoner Retail Contract" means an Authority Third Party Contract for the supply of Approved Prisoner Retail Goods as may be amended or



replaced from time to time;

"Authority Prisoner Retail Supplier" means an Authority Supplier(s) from time to time of Approved Prisoner Retail Goods under an Authority Prisoner Retail Contract;

"Authority Supplier" means a private contractor with whom the Authority has entered or enters into an Authority Third Party Contract for the supply of goods or services;

"Authority Third Party Contract" means a contract entered into by the Authority from time to time for the provision of certain goods and services as specified in **paragraph 3 (Supply under Authority Third Party Contracts)** to this Schedule;

"Authority Uniform Contract" means an Authority Third Party Contract for the supply of staff uniforms as may be amended or replaced from time to time;

"Authority Uniform Supplier" means an Authority Supplier(s) from time to time of uniforms under an Authority Uniform Contract;

"Authority Utilities Contract" means an Authority Third Party Contract for the supply of a utility and / or utilities as set out in **paragraph 6 (Authority Utilities Contract)** of this Schedule as may be amended or replaced from time to time;

"Authority Utilities Supplier" means an Authority Supplier(s) from time to time of a utility and / or utilities under an Authority Utilities Contract;

"Bespoke Stock" has the meaning given in **paragraph 8.2.2.2 (Staff Uniform Products and Pricing)** of this Schedule;

"Buffer Stocks Box" means a small stock of contingency items available during the distribution process, held to alleviate the impact of any errors;



"Business Continuity Plan"	means a strategy for the recognition of threats and risks facing a company or its supply chain, to ensure that personnel and assets are protected and able to function in the event of a disruption pursuant to clause 8.12 (Business Continuity and Disaster Recovery at the Site) ;
"Control and Restraint Equipment (C&R)"	has the meaning given in paragraph 3.3.2 (Contracts to be sourced by the Contractor) of this Schedule;
"Core Curriculum Requirements"	means the mandatory education requirements under the PEF;
"Cyclical Review Process"	has the meaning given to it in paragraph 5.4.1 (Cyclical Review) ;
"Cyclical Review"	has the meaning given to it in paragraph 5.4 (Cyclical Review) of this Schedule;
"Dynamic Purchasing System"	means the process under the PEF for the procurement of optional education requirements;
"Emergency Contact Form"	has the meaning given to it in paragraph 6.4.1 (Gas Emergency Contact Details) of this Schedule;
"Food Orders"	has the meaning given to it in paragraph 7.2.3.2 (Ordering Process) of this Schedule;
"Local Product List"	has the meaning given to it in paragraph 5.3.3 (Provision of Retail Services to Prisoners) of this Schedule;
"Mandatory Third Party Contracts"	has the meaning given in paragraph 3.1.1 (Mandatory Third Party Contracts) of this Schedule;
"Memorandum of Understanding (MOU)"	has the meaning given in paragraph 5.10.2 (Service Workshop) of this Schedule;
"National Product List"	means the Authority's national, centrally-produced list of all Approved Prisoner Retail Goods as amended and notified to



the Contractor from time to time;

"Off Day Delivery Request" means an emergency order as defined in the Authority Prison Food Contract;

"Prison Tetra Radio" means digital Tetra radio that have been approved by the Authority and Ofcom in accordance with PSI 69/2011 (and any successors or amendments thereto);

"Prisoner Order Form" means the form used in accordance with **paragraph 5.5.2 (Ordering)** by Prisoners to order Approved Prisoner Retail Goods;

"Prisoner Retail Liaison Contact" has the meaning given to it in **paragraph 5.3.1 (Provision of Retail Services to Prisoners)**;

"Prisoner Retail Service" has the meaning given to it in **paragraph 5.1.1 (Background)**;

"Retail Workshop" means a workshop in another prison where Prisoner orders for Approved Prisoner Retail Goods are picked and packed;

"Site Additions Template" means the template set out in **Appendix 1 (Site Additions Template)**;

"Standard Order Time" has the meaning given in the Authority Prison Food Contract;

"Uniform Order" has the meaning given to it in **paragraph 8.2.3.2 (Ordering Process and Deliveries)** of this Schedule; and

"Wider Curriculum Requirements" means the optional education requirements under the PEF.

2. Introduction

2.1 In order for the Services to be delivered the Authority recognises that contracts with Third Parties for goods and services are necessary and that for some of these goods and services it is necessary and/or desirable for the Authority to ensure that:



- 2.1.1 continuity of service to a Prisoner is maintained throughout their journey through the prison estate;
 - 2.1.2 goods and services received by Prisoners is comparable in cost, quality and availability across the estate wherever the Authority deems this necessary;
 - 2.1.3 minimum standards or requirements for goods and services are achieved and maintained wherever the Authority deems this necessary including but not limited to those set out in Authority Policies as amended from time to time; and
 - 2.1.4 value for money is achieved.
- 2.2 This **Schedule 3 (Authority Third Party Contracts)** identifies the Authority Third Party Contracts that the Authority deems to meet the criteria set out in **paragraph 2.1 (Introduction)** above and establishes the treatment for each of these contracts which are:
- 2.2.1 those Mandatory Third Party Contracts the Contractor must use and where the Contractor is responsible for meeting the costs of those contracts;
 - 2.2.2 those Optional Authority Third Party Contracts where the Contractor can choose to 'opt in' to make use of such Contracts or choose to make their own contractual arrangements through Alternative Third Party Contracts and where the Contractor is responsible for meeting the cost of those contracts; and
 - 2.2.3 those where the Contractor cannot make use of the Authority Third Party Contracts or Optional Authority Third Party Contracts and the Contractor must source the delivery of the relevant goods or services and be responsible for meeting the cost of those contracts.
- 2.3 The Contractor is not responsible for meeting the cost of any Authority Third Party Contracts that are not included within scope of this **Schedule 3 (Authority Third Party Contracts)**. For the avoidance of doubt, this includes (but is not limited to) Healthcare Services, Social Care Services and Probation Services (including any 'through the gate' provision).



3. **Supply under Authority Third Party Contracts**

3.1 **Mandatory Third Party Contracts**

3.1.1 The following Authority Third Party Contracts ("**Mandatory Third Party Contracts**") shall be delivered by Authority Suppliers and must be used by the Contractor to deliver the relevant Services as described in **paragraph 2.2.1 (Introduction)**:

3.1.1.1 Authority Prisoner Retail Contract.

3.2 **Optional Authority Third Party Contracts**

3.2.1 The following Authority Third Party Contracts ("**Optional Authority Third Party Contracts**") are those that are described in **paragraph 2.2.2 (Introduction)** and available to the Contractor to use in accordance with the provisions of this **Schedule 3 (Authority Third Party Contracts)** to deliver the relevant Services under this Contract:

3.2.1.1 Authority Utilities Contract (which can be used by the Contractor in accordance with **paragraph 6.2 (Obligations on the Contractor under the Authority Utilities Contract)** of this Schedule);

3.2.1.2 Authority Prison Food Contract (which can be used by the Contractor in accordance with **paragraph 7.2 (Obligations on the Contractor if using the Authority Prison Food Contract)** of this Schedule);

3.2.1.3 Authority Uniform Contract (including non-slip footwear) (which can be used by the Contractor in accordance with **paragraph 8.2 (Obligations on the Contractor if using the Authority Uniform Contract)** of this Schedule); and

3.2.1.4 Authority Education Contract (which can be used by the Contractor in accordance with **paragraph 9.2 (Obligations on the Contractor if using the Authority Education Contract)** of this Schedule and **Part 2 (Education) of Schedule 1 (Authority's Custodial Service Requirements)**);



- 3.2.2 The Contractor can utilise other sources of supply for one or more of the Services provided under the Optional Authority Third Party Contracts (each an "**Alternative Third Party Contract**") but only where it has obtained the prior written consent of the Authority. Consent by the Authority shall only be granted where the following conditions are met (and continue to be met in accordance with **paragraph 3.2.3 (Optional Authority Third Party Contracts)**):
- 3.2.2.1 minimum requirements and standards required by the Authority are comparable or better in the Alternative Third Party Contract than those contained in the relevant Authority Third Party Contracts; and
 - 3.2.2.2 in the reasonable opinion of the Authority, the Contractor's proposed Alternative Third Party Contract provides equal to or better value for money from that gained through the relevant Authority Third Party Contract; and
 - 3.2.2.3 any provisions that the Authority reasonably requires are included in the proposed Alternative Third Party Contract.
- 3.2.3 Pursuant to **paragraph 3.2.2 (Optional Authority Third Party Contracts)** above the Contractor shall, **prior to entering into any Alternative Third Party Contract (including any replacement, renewed or amended Alternative Third Party Contract approved by the Authority in accordance with **paragraph 3.2.8 (Optional Authority Third Party Contracts)**) and on each anniversary of the commencement date of such Alternative Third Party Contract**, provide evidence to the Authority sufficient to enable the Authority to form a reasonable opinion as to the compliance with **paragraph 3.2.2 (Optional Authority Third Party Contracts)** above and the value for money assessment of the Contractor's proposed Alternative Third Party Contract in comparison to the Authority Third Party Contract. On request from the Authority the Contractor shall provide any additional information deemed necessary by the Authority in order to form such an opinion.
- 3.2.4 Where the Contractor cannot evidence that the provisions of **paragraph 3.2.3 (Optional Authority Third Party Contracts)** apply on each anniversary of the commencement date of an Alternative Third Party Contract, the Authority may, at its sole discretion:



- 3.2.4.1 provide the Contractor with a reasonable period to improve the Alternative Third Party Contract to meet the requirements of **paragraph 3.2.3 (Optional Authority Third Party Contracts)**; or
 - 3.2.4.2 provide the Contractor with a reasonable period to terminate or otherwise dispose of the Alternative Third Party Contract and use the relevant Optional Authority Third Party Contract in its place.
- 3.2.5 The Contractor shall ensure that any approved Alternative Third Party Contract includes provisions in respect of continuity of provision of the relevant part of the Services, as part of its Business Continuity Plan and that evidence of this is provided to the Authority on request.
- 3.2.6 The Contractor shall ensure that all Alternative Third Party Contracts are capable of transfer upon termination or exit from the contract to the Authority and any New Contractor in order to maintain delivery of the Services in accordance with **Schedule 24 (Handover and Exit Management)**.
- 3.2.7 Following the Services Commencement Date, the Contractor shall use **Schedule 16 (Change Protocol)** to request any use of an Alternative Third Party Contract.
- 3.2.8 Where the Contractor has received approval for, and has entered into an Alternative Third Party Contract, the Contractor shall not amend, re-procure or replace the Alternative Third Party Contract or sub-contractor without the Authority's prior written consent. The Authority's consent shall only be granted where the conditions in **paragraph 3.2.2 and 3.2.3 (Optional Authority Third Party Contracts)** above are met to the satisfaction of the Authority.
- 3.2.9 For the avoidance of doubt, the Contractor may utilise supply arrangements other than the Authority Prison Food Contract to procure food for its staff without the approval of the Authority.

3.3 **Contracts to be sourced by the Contractor**

- 3.3.1 The following Authority Third Party Contracts are not available to the Contractor who shall source the provision of the Services itself, in line with the requirements set out below:



- 3.3.2 **Control and Restraint (C&R) Equipment:** The Contractor shall when procuring this equipment ensure it complies with the specification contained in the data room and as otherwise available on request by the Contractor from the Authority (as amended from time to time).
- 3.3.3 **Mattresses:** The Contractor shall when procuring this equipment ensure it complies with the specification contained in the data room and as otherwise available on request by the Contractor from the Authority (as amended from time to time).
- 3.3.4 **Prison Tetra Radio:** The Contractor shall when procuring this equipment provide a national frequency plan covering all state-managed prisons in England and Wales in consultation with Ofcom and the Authority.

4. **General obligations when using Authority Third Party Contracts**

- 4.1 The Contractor shall support the overall goals of each individual Authority Third Party Contract in order to support the safe, secure, decent and rehabilitative function of Prisons. Where identified the Contractor shall assist the Authority in working with the Authority Suppliers to unlock added value through the Authority Third Party Contracts.
- 4.2 The Contractor shall ensure that Services (whether delivered using an Authority Third Party Contract, or through Alternative Third Party Contracts) are delivered to the minimum requirements defined in the Competition Operator Requirements and the Authority's Requirements and the Authority Policies as appropriate.
- 4.3 Where the Contractor uses an Authority Third Party Contract, the Authority shall use reasonable endeavours to facilitate such use by the Contractor. Any such use by the Contractor shall be as agent on behalf of the Authority unless the Parties agree otherwise.
- 4.4 The Contractor shall ensure that all benefits (including volume rebates and enhanced discounts) gained through or in connection with use of an Authority Third Party Contract shall be passed on for the benefit of the Authority.
- 4.5 Where the Contractor uses any Authority Third Party Contract in accordance with the provisions of this **Schedule 3 (Authority Third Party Contracts)**, the Contractor shall:
- 4.5.1 act in accordance with such procedures, rules and guidance as the Authority may from time to time notify the Contractor; and



4.5.2 manage the use of all Authority Third Party Contracts it enters pursuant to this **Schedule 3 (Authority Third Party Contracts)** as agent on behalf of the Authority, and the Contractor's obligations and responsibilities in this regard shall be to:

4.5.2.1 not terminate or otherwise amend the terms of the Authority Third Party Contract or enter into any new or replacement agreements in addition to or in substitution for the Authority Third Party Contract without obtaining the prior written consent of the Authority;

4.5.2.2 advise the Authority of the steps to be taken to avoid or mitigate any event which may adversely affect the performance of Authority Third Party Contracts and where required by the Authority the Contractor shall take such steps;

4.5.2.3 provide to the Authority such other information as the Authority may from time to time reasonably require in relation to the performance by the parties pursuant to an Authority Third Party Contract; and

4.5.2.4 notify the Authority of any changes to the prices charged under the Authority Third Party Contract. For the avoidance of doubt, the Contractor shall not be entitled to negotiate or accept any changes to the price without obtaining the Authority's prior written consent.

4.6 In addition, at all times in carrying out its obligations and responsibilities under this **paragraph 4 (General obligations when using Authority Third Party Contracts)** the Contractor shall:

4.6.1 comply with all Legislation, Authority's Policies, rules and Guidance that apply to the Authority including, without limitation, in respect of public procurement;

4.6.2 act towards the Authority dutifully and in good faith, not allow its interests to conflict with the duties that it owes to the Authority under this Contract and generally to carry out its agency in the way which it thinks best to promote the interests of the Authority;

4.6.3 except as authorised by the Authority, not act in a way which shall incur any liabilities on behalf of the Authority, nor pledge the credit of the Authority;



- 4.6.4 comply with all reasonable and lawful instructions from the Authority from time to time concerning its duties under the Authority Third Party Contracts;
 - 4.6.5 describe itself in all dealings with Authority Suppliers under the Authority Third Party Contract and on all correspondence, marketing and advertising material as the agent of the Authority;
 - 4.6.6 use all reasonable endeavours to ensure that each Authority Supplier under an Authority Third Party Contract performs its relevant obligations in accordance with each Authority Third Party Contract; and
 - 4.6.7 discharge the obligations of the Authority under each Authority Third Party Contract (including, where required by the Authority, making payments thereunder) as though it were the Authority and in accordance with the terms of each such Authority Third Party Contract.
- 4.7 The Parties acknowledge that the Authority Third Party Contracts may through the effluxion of time expire or may terminate during the Contract Period. Prior to any Authority Third Party Contract expiring or otherwise terminating where the Contractor receives notice of such termination it shall immediately notify the Authority of the same.
- 4.8 Throughout and thereafter the Contract Period the Contractor shall indemnify the Authority and keep the Authority indemnified against all Direct Losses (including any re-procurement costs and any costs arising from the Contractors failing to pay Authority Suppliers in accordance with this **Schedule 3 (Authority Third Party Contracts)**) incurred by the Authority arising from the Contractor's breach of any Authority Third Party Contract and from the acts or omissions of the Contractor which may put the Authority or another person (including the Authority Supplier) in breach of the Authority Third Party Contract.
- 4.9 For the avoidance of doubt, the Contractor shall not be entitled to use any Authority Third Party Contract for its own benefit or for any purpose other than as set out in this **Schedule 3 (Authority Third Party Contracts)** and in provision of the Services.
- 4.10 The Authority shall be entitled to terminate this Contract for material default in accordance with **clause 44 (Termination on Contractor Default)**, if the Contractor breaches any of the provisions of this **Schedule 3 (Authority Third Party Contracts)**.



5. **Prisoner Retail**

5.1 **Background**

5.1.1 The sale of retail goods to the Prisoner population is a crucial aspect of the operation of a Prison and integral to the Authority's decency agenda and forms part of the Services in accordance with the Prisoner Retail requirements contained in the Competition Operator Requirements (the "**Prisoner Retail Service**"). The Prisoner Retail Service assists with maintaining control and order within a Prison and may assist the Contractor to manage Prisoners that may be at risk of self-harm or suicide. The opportunity to purchase extra products to supplement daily provisions enables Prisoners to exercise individual preference using their standard weekly allowance or earned income, as well as to maintain important contact with family and friends.

5.2 **General Obligations**

5.2.1 The Contractor shall provide the Prisoner Retail Service using the Authority Prisoner Retail Contract, delivered by the Authority Prisoner Retail Supplier.

5.2.2 The Contractor is mandated to use the Authority Prisoner Retail Contract as its sole route to supply the Prisoner Retail Service to Prisoners. In doing so the Contractor shall work collaboratively with the Authority Prisoner Retail Supplier to facilitate the efficient and effective delivery of the Authority Prisoner Retail Contract and enable the Authority Prisoner Retail Supplier to deliver its obligations to the Authority under the Authority Prisoner Retail Contract. Information relating to these obligations is available in the data room or as otherwise made available to the Contractor from time to time.

5.2.3 The Contractor shall comply with the requirements in contained in the Competition Operator Requirements and PSI 23/2013 regarding Prisoner retail.

5.2.4 The Contractor shall not operate a self-packing workshop unless with prior written consent by the Authority.

5.2.5 The Contractor shall notify the Authority in writing of any contractual issues arising in relation to the Authority Prisoner Retail Contract.



5.3 Provision of Retail Services to Prisoners

- 5.3.1 The Contractor shall appoint a representative who shall be authorised to act as the Contractor's main point of contact for the Authority Prisoner Retail Supplier and the Authority to facilitate the day to day operation of services under the Authority Prisoner Retail Contract and the Contractor shall notify the Authority in writing of their name and contact details ("**Prisoner Retail Liaison Contact**").
- 5.3.2 The Authority shall ensure that the Contractor is provided with an electronic version of the current National Product List as amended from time to time.
- 5.3.3 The Contractor shall select a range of Approved Prisoner Retail Goods (the "**Local Product List**") to be offered for sale to Prisoners from the National Product List to meet the diverse needs of the Prisoners.
- 5.3.4 The Contractor shall ensure that no retail goods other than Approved Prisoner Retail Goods are supplied for sale to Prisoners through the weekly ordering service.
- 5.3.5 The Contractor shall have due regard to feedback from Prisoner forums and consultation groups in updating the range of Approved Prisoner Retail Goods to be offered for sale to Prisoners from the National Product List.
- 5.3.6 The Contractor shall not select items prohibited at the Prison (inter alia, tins, craft knives etc.) or where the Prison rules forbid Prisoner access to such items.
- 5.3.7 The Contractor shall ensure that all Approved Prisoner Retail Goods are kept in storage appropriate to their category as per the National Product List and in line with Legislation for product storage relevant to the product.
- 5.3.8 Any product not included on the National Product List may be sourced by the Contractor from an alternative supplier to the Authority Prisoner Retail Supplier with the prior written consent of the Authority provided that the Contractor shall only be able to source Approved Prisoner Retail Goods.
- 5.3.9 To facilitate the prompt replacement and resolution of queries or errors that may arise from time to time (for example, mis-picks), the Authority Prisoner Retail Supplier shall make a Buffer Stocks Box. The Contractor shall discuss and where possible agree with the Authority Prisoner Retail Supplier which Approved Prisoner



Retail Goods should be included in the Buffer Stocks Box, which should reflect the Local Product List and the Prison sales profile. Typically, items made available in this way may include: e-cigarettes, vaping devices and capsules; greetings cards; confectionary; tea / coffee; stamps.

- 5.3.10 To ensure that Prisoners newly arriving at the Prison receive essential items, the Contractor shall ensure it holds a stock of reception packs for sale to Prisoners on arrival. The contents of the reception packs are issued quarterly by the Authority Prisoner Retail Supplier and are generic across the Prison estate.
- 5.3.11 The Contractor shall ensure that it has a standing order for reception packs agreed with the Authority Prisoner Retail Supplier. Each week the Contractor shall confirm in writing via e-mail to the Authority Prisoner Retail Supplier the number of reception packs (if any) it wishes to receive with the Prison's retail delivery. Where in any week the required number of reception packs is greater than the usual requirement, the Contractor shall notify the relevant Authority Prisoner Retail Supplier's workshop manager (as notified to the Contractor by the Authority Prisoner Retail Supplier from time to time) of the changed order by email as soon as reasonably practicable.

5.4 **Cyclical Review**

- 5.4.1 The National Product List shall only be reviewed, amended and varied by the Authority Prisoner Retail Category Manager and in accordance with the following process (the "**Cyclical Review Process**"). The Contractor shall ensure that it acts in accordance with the Cyclical Review Process including:
- 5.4.1.1 The Contractor shall complete an 'opt out' document showing which Approved Prisoner Retail Goods it proposes to choose for the Local Product List on a quarterly basis (the "**Cyclical Review**").
- 5.4.1.2 The Contractor may also submit any requests for changes to the National Product List for consideration as part of a Cyclical Review;
- 5.4.1.3 any statutory changes to tax such as VAT or excise duty shall be implemented at the same time as they become effective for the general public. Any such changes shall be communicated by the Contractor to



Prisoners as quickly as practicable using local means of communication and point of sale material. Prisoner Order Forms shall not generally be changed in these circumstances until the next scheduled re-print, when the Authority Prisoner Retail Supplier shall be responsible for printing the forms.

- 5.4.2 Where a Prisoner wishes to submit a complaint regarding aspects of the Prisoner Retail Service, the Contractor shall ensure that it uses the current HMPPS 'Prisoner's Requests and Complaints Procedure' set out under PSO 2510 (and any successors or amendments thereto).

5.5 **Ordering**

- 5.5.1 The Contractor shall, at its own cost, provide all necessary resources to undertake the administration of orders and receipt of packed orders and in respect of requests by Prisoners for Approved Prisoner Retail Goods.
- 5.5.2 The Contractor shall place orders for Prisoners directly with the Authority Prisoner Retail Supplier using a Prisoner Order Form that is in a standard format and printed in English on different coloured paper for each week. An example of a Prisoner Order Form is available from the Authority Prisoner Retail Supplier.
- 5.5.3 The Contractor may submit Prisoner Order Forms at a maximum of 110% of the population each week.
- 5.5.4 The Contractor shall ensure that sufficient quantities of Prisoner Order Forms are printed and available at the Prison including in the different languages that are available from the Authority Prisoner Retail Supplier.
- 5.5.5 The Contractor shall enable Prisoners on a weekly basis to order Approved Prisoner Retail Goods from the Local Product List using Prisoner Order Forms as follows:
- 5.5.5.1 The Contractor shall be responsible for printing the Prisoners' details on the top of the Local Product List using the Contractor's own electronic financial system (or P-NOMIS, if provided).



- 5.5.5.2 All completed Prisoner Order Forms shall be collected, collated and made available by the Contractor for collection by the nominated Retail Workshop or data transferred.
- 5.5.5.3 The completed Prisoner Order Forms shall be reconciled to each Prisoner's available funds by the Authority Prisoner Retail Supplier and the Contractor shall provide such information to the Authority Prisoner Retail Supplier as may be necessary to enable the Authority Prisoner Retail Supplier to carry out the reconciliation. Orders shall only be accepted for items a Prisoner has sufficient funds in their account to pay for.
- 5.5.5.4 The Contractor shall ensure that Prisoners are clear that their order shall be sorted in priority order such that those items the Prisoner would least like to have will be at the bottom of the order form. The Contractor shall ensure that the records of each Prisoner's available funds are correct.
- 5.5.6 All Approved Prisoner Retail Goods that are sold to Prisoners shall be packed by the Authority Prisoner Retail Supplier.
- 5.5.7 The Contractor shall provide a system (at its own cost) for transferring the data identified in **paragraphs 5.5.7.1 to 5.5.7.4 (Ordering)** below to the Authority Prisoner Retail Supplier using a CSV format (EDI File), in accordance with timescales agreed between the Authority, the Contractor and the Authority Prisoner Retail Supplier (in the absence of such agreement the Authority may stipulate the applicable timescales). The Contractor shall submit an EDI file to the Authority Prisoner Retail Supplier using fields containing the following information:
- 5.5.7.1 Prisoner name;
- 5.5.7.2 Prisoner number;
- 5.5.7.3 Prisoner address (including cell reference); and
- 5.5.7.4 Prisoner allowable/available spends.



5.6 Deliveries

- 5.6.1 The Contractor shall make access available for delivery vehicles for all deliveries of Approved Prisoner Retail Goods on the days and time periods as agreed between the Contractor and Authority Prisoner Retail Supplier or notified by the Authority or the Authority Prisoner Retail Supplier from time to time.
- 5.6.2 The Contractor shall refuse entry to the Prison to any delivery driver who cannot provide a company photo identification badge or other form of photo identification (such as driving licence or passport).
- 5.6.3 The Authority Prisoner Retail Supplier is responsible for the loading and unloading of goods off the delivery vehicle to floor level at which point the goods become the Contractor's responsibility. The Contractor shall ensure that on delivery the loading / despatch manifest is signed and comments added where relevant.
- 5.6.4 All of the Authority Prisoner Retail Supplier's vehicles have a telemetric sensor fitted. The Contractor can request a report showing when the vehicle door was opened/closed. This shall show when the goods are loaded/unloaded onto the vehicle.
- 5.6.5 Once the Authority Prisoner Retail Supplier has securely transported the goods to the Prison, the Contractor shall distribute the individual Prisoner orders to the respective Prisoners.

5.7 Returns

- 5.7.1 The Contractor is not entitled to make returns of items of goods that have been ordered incorrectly by the Contractor or the Prisoner.
- 5.7.2 If, upon receipt of an order, a Prisoner demonstrates to the Contractor that items delivered are not in accordance with the order, the Contractor shall return these items to the relevant Authority Prisoner Retail Supplier. Where items are returned, the Contractor shall ensure that the relevant funds are credited back to the account of the Prisoner concerned.
- 5.7.3 Any incorrectly supplied or faulty items shall be investigated by the Authority Prisoner Retail Supplier in accordance with the terms of the Authority Prisoner



Retail Contract. If an item has been supplied incorrectly by the Authority Prisoner Retail Supplier or is found to be faulty the Authority Prisoner Retail Supplier shall issue a replacement item or a credit note as appropriate.

5.8 **Dispute**

5.8.1 In the event of a dispute between the Contractor and the Authority Prisoner Retail Supplier, the Contractor shall work with the Authority to resolve the dispute acting in accordance with the dispute resolution procedure within the Authority Prisoner Retail Contract.

5.9 **Payment**

5.9.1 The Contractor shall charge the Prisoners the National Product List price for all Approved Prisoner Retail Goods. The Contractor shall be responsible for administering and recovering all monies for Approved Prisoner Retail Goods from Prisoners' accounts.

5.9.2 The Contractor shall pay the Authority Prisoner Retail Supplier the recommended retail price for all Approved Prisoner Retail Goods supplied and for the contents of the Buffer Stocks Box.

5.9.3 The Authority Prisoner Retail Supplier shall invoice the Contractor directly in accordance with the invoicing procedures set out in the Authority Prisoner Retail Contract and the Contractor shall pay such amounts in accordance with the timescales set out for the payment of invoices in accordance with **clause 39.3 (Payment)** of this Contract.

5.9.4 The Contractor shall provide to the Authority any invoice or proof of payment in relation to the Authority Prisoner Retail Contract within forty-eight (48) hours of request from the Authority or such other time as the Authority may agree.

5.10 **Service Workshop**

5.10.1 The Authority operates various Retail Workshops (managed by the Authority Prisoner Retail Supplier).



- 5.10.2 The Retail Workshop providing the service for the Prison shall operate under the Memorandum of Understanding (MOU) provided in the data room and by the Authority to the Contractor from time to time.

6. Authority Utilities Contract

6.1 Background

- 6.1.1 The Authority Utilities Contract is an Optional Authority Third Party Contract and is available to the Contractor to use to deliver services under this Contract in accordance with the requirements as set out **paragraph 3.2 (Optional Third Party Contracts)** of this Schedule. The utilities services being provided under the Authority Utilities Contract are:

6.1.1.1 Electricity (Profile Classes 01-00);

6.1.1.2 Generator fuel (fuel used by the on-site backup electricity generators). The Authority will only pay for the usage of generator diesel for the purpose of generator testing (i.e. no more than an 8 hour period once per month) and the onsite generation of electricity when the National Grid is not available to supply; this will be Red diesel. The Authority will not pay the fuel costs for running the generators in any other circumstances;

6.1.1.3 Natural gas; and

6.1.1.4 Water and sewerage.

- 6.1.2 If the Contractor seeks to make alternative arrangements for the supply of Utilities it shall do so in accordance with the requirements as set out in:

6.1.2.1 **paragraph 3 (Supply under Authority Third Party Contracts)** and **paragraph 4 (General obligations when using Authority Third Party Contracts)** of this **Schedule 3 (Authority Third Party Contracts)**; and

6.1.2.2 the Authority utility requirements and specifications as made available by the Authority to the Contractor on request for the purposes of procuring utilities from the Services Commencement Date.



6.2 Obligations on the Contractor under Authority Utilities Contract

6.2.1 General Obligations

- 6.2.1.1 Utilities are supplied under the Authority Utilities Contract(s) and delivered by the Authority Utilities Supplier.
- 6.2.1.2 In utilising the Authority Utilities Contract the Contractor shall facilitate the efficient and effective delivery of the Authority Utilities Contract and enable the Authority Utilities Contract Provider to deliver its obligations to the Authority under the Authority Utilities Contract.
- 6.2.1.3 The Contractor shall work towards achieving fully automated reading of all fiscal meters.
- 6.2.1.4 The Contractor shall notify the Authority of any contractual issues arising in relation to the Authority Utilities Contract.
- 6.2.1.5 In order to aid the Authority in changing the Authority Utilities Contract or utility supplier and on request by the Authority the Contractor shall provide the Authority with the technical details of the utility supply on the Site Additions Template (as amended from time to time).
- 6.2.1.6 Where a mandated Half Hourly (HH) electricity supply (profile class 00) is being transferred from another supplier, the Contractor shall provide to the Authority a full twelve (12) Months of information on the actual Half Hourly meter readings and a completed Site Additions Template. Where there has been no previous supply to the prison, the Contractor shall provide the estimated annual consumption for the first Contract Year.
- 6.2.1.7 The Contractor shall be responsible for the planning, organisation and documentation for any maintenance, calibration and testing in relation to the Authority Utilities Contract.

6.3 Provision of Utilities Technical Information

- 6.3.1 The Contractor shall provide relevant technical information as directed by the Authority for the supply of utilities including all such information as required to



assist with any change of supplier instigated by the Authority in accordance with **paragraph 6.2.1.5 (Obligations on the Contractor under the Authority Utilities Contract)** above.

6.3.2 Such information shall be provided using the format and templates as provided by the Authority as directed.

6.4 **Gas Emergency Contact Details**

6.4.1 Where the amount of gas to be supplied in a twelve (12) Month period is expected to exceed 732,678 kWh, the Contractor shall provide three (3) different emergency contact details to the Authority for the Prison in addition to the details required in the Site Additions Template. The contact names and numbers shall be used by the National Grid in an emergency therefore the Contractor shall ensure it provides twenty-four (24) hour emergency coverage. The Emergency Contact Form that must be completed is available in the data room ("**Emergency Contact Form**").

6.4.2 The Contractor must ensure that any change to the emergency contact details provided to the Authority in accordance with **paragraph 6.4.1 (Gas Emergency Contact Details)** must be notified to the Authority as soon as the Contractor is aware of that change.

6.5 **Technical / Delivery Issues**

6.5.1 In the event of any technical or delivery issues, the Contractor shall be responsible for contacting the relevant Authority Utilities Supplier account representative as notified by the Authority or the Authority Utilities Supplier from time to time, directly to resolve any technical or delivery issues, and shall inform/copy all correspondence immediately to 'MOJUtilities@justice.gov.uk'.

6.6 **Access for Meter Readings**

6.6.1 The Contractor shall provide the relevant approved meter readers from the Authority Utilities Supplier (as instructed by the relevant Authority Utilities Supplier from time to time) with access to the Prison as necessary to take meter readings.

6.6.2 The Contractor shall communicate directly with the Authority Utilities Supplier and shall agree times and dates such that the necessary meter readings can be collated



either via the Authority Utilities Supplier and / or the Contractor, as shall be agreed between the Authority Utilities Supplier and the Contractor from time to time.

- 6.6.3 The Contractor shall ensure the Authority Utilities Supplier(s) is able to carry out any maintenance, calibration and testing of any meters as reasonably required.
- 6.6.4 The Contractor shall maintain its own records of the utility meter readings to enable a check by the Authority against those used by the Authority Utilities Supplier(s) for billing. The Contractor shall provide these to the Authority on request, within forty-eight (48) hours or such other time as the Authority may agree.
- 6.6.5 The Contractor shall be required to install sub meters to all industrial workshops where working sub meters are not currently in place as well as to all buildings forming the prison.

6.7 **Utility Invoice Payments**

- 6.7.1 Utility invoices shall be calculated in accordance with meter readings undertaken at the Prison by the Contractor and provided to the Authority Utilities Supplier or meter readings undertaken at the Prison by the Authority Utilities Supplier.
- 6.7.2 The Contractor shall assist the Authority in checking and certifying utility invoices prior to payment by the Authority to the Authority Utilities Supplier in line with the payment timings outlined in the Authority Utilities Contract, ensuring that:
 - 6.7.2.1 The account number and the supply property address are correct;
 - 6.7.2.2 The period of supply follows on from the last invoice;
 - 6.7.2.3 The tariffs and fixed charges are correct;
 - 6.7.2.4 The stated consumption matches the reading provided from manual meters reads, or automated meter readings (AMR) where available; and
 - 6.7.2.5 If an estimated invoice is received and the variance between the estimate and the meter read as taken for that billing period is greater than 5%, the Contractor shall contact the Authority Utility Supplier with the correct reading, to ensure this is reflected in the following month's invoice and ensure the Authority is notified in writing.



6.7.3 The Contractor shall liaise with the Crown Commercial Services, energy contractors, and the Authority to ensure that it has correct information relating to buildings, tenancies and energy charges in order to validate bills effectively.

6.7.4 Any invoices sent in error by the utility contractor directly to the Contractor for payment are sent immediately to the Authority via an agreed medium and format.

7. Food

7.1 Background

7.1.1 The Authority Prison Food Contract is an Optional Authority Third Party Contract and is available to the Contractor to use to deliver services under these Contracts in accordance with the requirements as set out in **paragraph 3.2 (Optional Authority Third Party Contracts)** of this **Schedule 3 (Authority Third Party Contracts)**.

7.1.2 If the Contractor makes alternative arrangements for the supply of food it shall do so in accordance with the requirements as set out in;

7.1.2.1 **paragraph 3 (Supply under Authority Third Party Contracts)** and **paragraph 4 (General obligations when using Authority Third Party Contracts)** of this **Schedule 3 (Authority Third Party Contracts)**; and

7.1.2.2 Authority food requirements and specifications (as amended from time to time) contained in the data room and as otherwise made available to the Contractor on request for the purposes of procuring food following the Services Commencement Date.

7.2 Obligations on the Contractor if using the Authority Prison Food Contract

7.2.1 General obligations

7.2.1.1 Without prejudice to **paragraph 3.2.9 (Optional Authority Third Party Contracts)**, food and food for staff canteens and visit facilities is supplied under the Authority Prison Food Contract and delivered by the Authority Prison Food Contract Supplier.

7.2.1.2 The Contractor shall work collaboratively with the Authority Food Supplier to facilitate the efficient and effective delivery of the Authority



Prison Food Contract and enable the Authority Food Supplier to deliver its obligations to the Authority under the Authority Prison Food Contract (as available in the data room).

- 7.2.1.3 The Authority shall produce and issue to the Contractor with a service level agreement ("SLA") containing specific details necessary for the Authority Food Supplier(s) to fulfil the Contractor's Food Orders effectively. Such details include inter alia, account numbers, purchasing authority and delivery schedules. The SLA may be updated from time to time by mutual agreement of the Authority and the Contractor.
- 7.2.1.4 All food goods purchased or utilised by the Contractor for the provision of Prisoner catering shall be obtained under the Authority Prison Food Contract(s).
- 7.2.1.5 The Contractor shall comply with the requirements in this **paragraph 7 (Food)**, and the Competition Operator Requirements in respect of the provision of Prisoner catering.
- 7.2.1.6 The Contractor shall adhere to all guidance and instructions issued by the Authority and amended from time to time in relation to the efficient and effective day-to-day management of the food supply chain.
- 7.2.1.7 The Contractor shall notify the Authority of any contractual issues in relation to the Authority Prison Food Contract.
- 7.2.1.8 On a Monthly basis, the Contractor shall receive management information relating to Food Orders from the Authority.

7.2.2 Food Catalogues and product pricing

- 7.2.2.1 The Authority Food Supplier shall provide an updated (as required by the Authority) catalogue detailing all the Approved Food Goods provided under the Authority Prison Food Contract and shall provide this to the Contractor from time to time.
- 7.2.2.2 The Authority Food Suppliers are responsible for populating these catalogues with information including: clear descriptions of the Approved



Food Goods in the format determined by the Authority; pack sizes and units of measure; unique identifying codes; minimum order quantities; and prices.

7.2.2.3 The Authority Food Suppliers are responsible for updating and amending these catalogues and shall provide this to the Contractor such as (without limitation) when Approved Food Goods are added to or deleted from an Authority Prison Food Contract or prices are amended by agreement with the Authority.

7.2.2.4 The cost of Approved Food Goods is determined by: the price of the raw commodity; the cost of processing and packaging; transportation and distribution costs; and overheads (including research and development).

7.2.2.5 The unit prices for Approved Food Goods are fully inclusive of all costs and do not vary according to the actual cost of delivery, the number of deliveries or local circumstances.

7.2.2.6 All Approved Food Goods products are reviewed and adjusted regularly by the Authority. Price changes are benchmarked using a number of market indices which include but are not limited to Mintec reports and the consumer price index food indices.

7.2.3 **Ordering Process**

7.2.3.1 The Contractor shall, at its own cost, carry out all administrative and ordering functions in respect of ordering goods from the Authority Prison Food Contract catalogues.

7.2.3.2 The Contractor shall place orders for Approved Food Goods ("**Food Orders**") directly with the Authority Food Supplier.

7.2.3.3 Food Orders may be placed by means of "electronic transmission" in a PDF file format (Adobe Acrobat), through the Authority Food Supplier's portal, telesales operator, fax or other means as determined by the Authority Food Supplier.



7.2.3.4 Subject to **paragraph 7.2.3.2 (Ordering Process)**, the Contractor shall place Food Orders with the relevant Authority Food Supplier at any time (twenty-four (24) hours a Day, every day of the year) in accordance with the Standard Order Time protocol in accordance with the Authority Prison Food Contract.

7.2.3.5 If the Contractor requires one of its Sub-Contractors to place orders for Approved Food Goods with the Authority's Food Supplier(s) in relation the Contract, the Contractor shall be responsible for ensuring that the Sub-Contractor is made aware of and complies with the confidentiality requirements under Authority Prison Food Contract, in particular not to divulge pricing information to other parties and only to use and circulate such information to the extent necessary for the ordering and delivery of Approved Food Goods.

7.2.3.6 Food Orders shall be processed during normal office hours in accordance with the Authority Food Suppliers' normal procedures

7.2.4 **Deliveries**

7.2.4.1 The size and frequency of deliveries of Approved Food Goods shall be determined by the Authority Food Supplier in consultation with the Contractor and shall be dependent on the particular circumstances of each Prison and any restrictions specific to that Prison, such as (without limitation) restrictions relating to prison population, security level, storage capacity, gate size, prison access or staff availability, and taking into account the quantity of products ordered for that Prison on a weekly basis, as notified by the Contractor to the Authority Food Supplier.

7.2.4.2 The Contractor shall agree with each Authority Food Supplier a schedule of delivery (in the absence of such agreement the Authority may stipulate an applicable delivery schedule), and shall ensure that this information is provided to the Authority. Any alterations in such a schedule requested by the Contractor shall be subject to prior agreement by the Authority.



- 7.2.4.3 The Contractor shall make access available for delivery vehicles for all deliveries of Approved Food Goods on the agreed schedule of delivery times and dates.
- 7.2.4.4 The Contractor shall refuse entry to the Prison to any delivery driver who cannot provide a company photo identification badge or other form of photo identification (such as driving licence or passport).
- 7.2.4.5 The Authority Food Suppliers are responsible for the loading and unloading of vehicles to floor level at which point the goods become the Contractor's responsibility. The Contractor is not required to assist with the loading and unloading of vehicles.
- 7.2.4.6 Each Authority Food Supplier shall maintain an order procedure and notify it to the Contractor for each account number for each Food Order, and the Authority shall use its reasonable endeavours to ensure that each Authority Food Supplier checks any unexpected Food Orders with the Contractor.
- 7.2.4.7 Where ordered Approved Food Goods are not available the Authority Food Supplier may provide pre-determined substitute Approved Food Goods products (as agreed between the Authority Food Supplier and the Authority and notified to the Contractor from time to time) shall be made available by the relevant Authority Food Supplier. The substitute product for each of the Approved Food Goods will have a pro-rata price as per the originally ordered product. These prices shall be set up on the Authority Food Supplier's price files;
- 7.2.4.8 Where a catalogue product is not available at point of order fulfilment the Contractor shall be contacted by the Authority Food Supplier to agree a suitable alternative. This will be pro-rata to the original product unit of measure price. The alternative product shall be invoiced separately for ease of identification and shall state the original goods ordered.
- 7.2.4.9 The Authority shall use its reasonable endeavours to ensure that deliveries of Food Orders by the Authority Food Supplier shall take place in accordance with the Standard Order Time protocol (as defined in the Authority Prison Food Contract); and



7.2.4.10 Authority Food Suppliers shall notify the Contractor whether Off Day Delivery Requests are accepted or deferred. Acceptance shall be subject to the urgency of the request and the physical capability of the relevant Authority Food Supplier's operation. Where the Contractor has no capacity or resource in place to meet the delivery an appropriate charge will be advised before order acceptance and payable by the Contractor.

7.2.4.11 Following fulfilment of a Food Order, the Contractor shall promptly confirm receipt of the Approved Food Goods to the Authority Food Supplier.

7.2.5 Returns

7.2.5.1 The Authority Food Supplier shall make reasonable efforts to avoid picking errors and / or damage to goods.

7.2.5.2 The Contractor is not entitled to make returns of items of goods that have been ordered incorrectly by the Contractor.

7.2.5.3 Any incorrectly supplied or faulty items shall be investigated by the Authority Food Supplier. If an item has been supplied incorrectly by the Authority Food Supplier or is found to be faulty the Authority Food Supplier shall issue a replacement item or a credit note as appropriate.

7.2.6 Dispute

7.2.6.1 In the event of a dispute between the Contractor and the Authority Food Supplier, the Contractor shall act and work with the Authority to resolve the dispute in accordance with the dispute resolution procedure within the Authority Prison Food Contract.

7.2.7 Invoice and payment

7.2.7.1 The Contractor shall be invoiced directly by the Authority Food Supplier for Approved Food Goods.

7.2.7.2 The invoice price shall be calculated by application of the unit prices for each Approved Food Goods product to the quantities accepted by the



Contractor. These unit prices are the sole source of remuneration for the Authority Food Supplier and are fully inclusive (including delivery).

- 7.2.7.3 The Contractor shall note that the price invoiced for any particular Approved Food Goods shall be determined by the catalogue price (produced quarterly) valid at the time of delivery. Therefore, there may, on occasion, be a discrepancy (positively or negatively) between the Contractor's ordered price and the invoiced price. The Contractor shall pay the invoiced price.
- 7.2.7.4 The Authority Food Supplier shall have no recourse to the Authority or the Contractor for any additional costs associated with the performance of the Authority Prison Food Contracts. The unit prices are based on the purchase by the Contractor of full cases.
- 7.2.7.5 The Contractor may request an Authority Food Supplier to provide a Monthly statement in electronic (.xls) format containing as a minimum the following: prison name, invoice number, invoice date and invoice amount.
- 7.2.7.6 The Contractor shall pay the relevant Authority Food Supplier directly in respect of all Food Orders and accordance with the payment timescales placed upon the Authority in the Authority Prison Food Contract.
- 7.2.7.7 The Contractor shall provide to the Authority any invoice or proof of payment in relation to the Authority Prison Food Contract within forty-eight (48) hours of receipt or payment or such other time as the Authority may agree.

8. Uniforms

8.1 Background

- 8.1.1 The Authority Uniform Contract is an Optional Authority Third Party Contract and is available to the Contractor to use to deliver services under this Contract in accordance with the requirements as set out **paragraph 3.2 (Optional Authority Third Party Contracts)** of this **Schedule 3 (Authority Third Party Contracts)**.



8.1.2 If the Contractor makes alternative arrangements for the supply of Uniforms it shall do so in accordance with the requirements as set out in **paragraph 3 (Supply under Authority Third Party Contracts)** and **paragraph 4 (General obligations when using Authority Third Party Contracts)** of this **Schedule 3 (Authority Third Party Contracts)** and shall seek Authority approval for any changes to the design or any other aspect of the Uniform or the Uniform supply .

8.1.3 Authority uniform requirements and specifications as amended from time to time are contained in the data room or are otherwise made available to the Contractor on request for the purposes of procuring uniforms following the Services Commencement Date.

8.2 **Obligations on the Contractor if using the Authority Uniform Contract**

8.2.1 **General obligations**

8.2.1.1 Uniforms, including staff footwear are supplied under the Authority Uniform Contract delivered by the Authority Uniform Supplier.

8.2.1.2 The Contractor shall work collaboratively with the Authority Uniform Supplier to facilitate the efficient and effective delivery of the Authority Uniform Contract and enable the Authority Uniform Supplier to deliver its obligations to the Authority under the Authority Uniform Contract, available in the data room and any amendments provided to the Contractor from time to time.

8.2.1.3 The Contractor shall notify the Authority of any contractual issues in relation to the Authority Uniform Contract.

8.2.2 **Staff Uniform Products and Pricing**

8.2.2.1 The Authority Uniform Supplier shall supply an approved range of staff clothing and accoutrements in accordance with the HMPPS uniform range product list, product design, colour, size range and construction which shall be made available to the Contractor by the Authority and updated from time to time in writing.



- 8.2.2.2 Any item of staff uniform purchased by the Contractor that does not meet the requirements in **paragraph 8.2.2.1 (General obligations)** ("**Bespoke Stock**") shall not be provided under the Authority Uniform Contract and shall be owned and held by the Contractor. The Authority Uniform Supplier shall not hold Bespoke Stock for the Contractor. Procurement of Bespoke Stock by the Contractor shall be subject to the Authority approvals in accordance with **paragraph 3 (Supply under Authority Third Party Contracts)** and **paragraph 4 (General obligations when using Authority Third Party Contracts)** above.
- 8.2.2.3 The Contractor may request additional staff uniform specifications and/or designs to be included in the uniform range product list, subject to obtaining the Authority's prior written approval in accordance with **paragraph 4.5.2.1 (General obligations when using Authority Third Party Contracts)** and agreement as to minimum quantities, pricing, designs and development lead times.
- 8.2.2.4 Where the Authority approves any development of additional staff uniform specifications and/or designs in accordance with **paragraph 4.5.2.1 (General obligations when using Authority Third Party Contracts)** and **paragraph 8.2.2.3 (General obligations)**, the Authority and the Contractor shall agree the specification of each new staff uniform product including, without limitation, the function, design, fabric or raw material, trims, colour, size range, and construction.
- 8.2.2.5 Pricing shall be negotiated between the Authority and the Authority Uniform Supplier each year and prices remain at the negotiated price for that full year. The Authority shall notify the Contractor of the confirmed prices for that year following the annual negotiation.

8.2.3 **Ordering process and deliveries**

- 8.2.3.1 The Contractor shall, at its own cost, provide all necessary resources to undertake the administration of orders and receipt of packed orders.
- 8.2.3.2 The Contractor shall place orders for staff uniforms ("**Uniform Orders**") directly with the Authority Uniform Supplier. In placing Uniform Orders



the Contractor shall use the staff uniform specification and design current at the time the order is placed.

8.2.3.3 The Authority and the Authority's Uniform Supplier have no facility to hold bulk stock for the Contractor and minimum order quantities shall apply. The Contractor shall ensure that it has the capability to order in bulk and has sufficient stock holding facilities available.

8.2.4 **Returns**

8.2.4.1 The Contractor is not entitled to make returns of items of uniform that have been ordered incorrectly by them.

8.2.4.2 Any incorrectly supplied or faulty items shall be investigated by the Authority Uniform Supplier in accordance with the Authority Uniform Contract.

8.2.4.3 If an item has been supplied incorrectly by the Authority Uniform Supplier or is found to be faulty the Authority Uniform Supplier shall issue a replacement item or a credit note as appropriate in accordance with the terms of the Authority Uniform Contract.

8.2.5 **Dispute**

8.2.5.1 In the event of a dispute between the Contractor and the Authority Uniform Contract Supplier, the Contractor shall work with the Authority to resolve the dispute in accordance with the dispute resolution procedure within the Authority Uniform Contract.

8.2.6 **Payment**

8.2.6.1 The Authority Uniform Supplier shall send an invoice to the Contractor.

8.2.6.2 The Contractor shall ensure payment is made within thirty (30) Days from date of invoice.

8.2.7 The Contractor shall provide to the Authority any invoice or proof of payment in relation to the Authority Prisoner Retail Contract within forty-eight (48) hours of request from the Authority or such other time as the Authority may agree.



9. **Education Services**

9.1 **Background**

9.1.1 Education Services in prisons is aimed to give individuals the skills they need to unlock their potential, gain employment and become assets to their communities. It should also build social capital and improve the well-being of Prisoners during their sentences and once released.

9.1.2 The Authority Education Contract is an Optional Authority Third Party Contract and is available to the Contractor to use to procure Education Providers to deliver services under this Contract in accordance with the requirements as set out **paragraph 4 (General obligations when using Authority Third Party Contracts)** of this **Schedule 3 (Authority Third Party Contracts)**.

9.1.3 If the Contractor makes alternative arrangements for the Education Service it shall do so in accordance with the requirements as set out in:

9.1.3.1 **paragraph 3 (Supply under Authority Third Party Contracts)** and **paragraph 4 (General obligations when using Authority Third Party Contracts)** of this **Schedule 3 (Authority Third Party Contracts)**;

9.1.3.2 **Part 2 (Education)** of **Schedule 1 (Authority's Custodial Service Requirements)**;

9.1.3.3 the Competition Operator Requirements; and

9.1.3.4 the PEF.

9.1.4 The Contractor shall at all times be responsible for the management of the Education Services contract, whether the Contractor uses the Authority Education Contract pursuant to **paragraph 9.1.2** or makes alternative arrangements pursuant to **paragraph 9.1.3**.



9.2 Obligations on the Contractor if using the Authority Education Contract

9.2.1 General obligations

- 9.2.1.1 The Contractor shall use the PEF and the Dynamic Purchasing System (as an Authorised Buyer under the terms and conditions of the PEF), to procure Education Providers following the requirements as set out in the PEF.
- 9.2.1.2 The Authority reserves the right to decide how the Contractor can use the PEF to procure Education Providers.
- 9.2.1.3 The Contractor shall comply with the requirements defined in **Part 2 (Education) of Schedule 1 (Authority's Custodial Service Requirements)** and the Competition Operator Requirements.
- 9.2.1.4 For the avoidance of doubt, the Contractor may utilise other supply arrangements to procure shorter courses for its Prisoners even if it uses the Authority's PEF.
- 9.2.1.5 The Contractor shall notify the Authority's contract management team (as notified to the Contractor from time to time) in writing, using the Authority's contract management functional mailbox of any contractual issues in relation to the Authority Education Contract.

9.2.2 Dispute

- 9.2.2.1 In the event of a dispute between the Contractor and the Authority Education Contract supplier, the Contractor shall and work with the Authority to resolve the dispute in accordance with the dispute resolution procedure within the Authority Education Contract.

9.2.3 Payment

- 9.2.3.1 The Contractor shall deal with invoices and make payments for the Authority Education Contract in accordance with the invoicing and payment procedures and time scales set out in the Authority Education Contract.



- 9.2.3.2 The Contractor shall provide to the Authority any invoice or proof of payment in relation to the Authority Education Contract within forty-eight (48) hours or such other time as the Authority may agree.



APPENDIX 1: SITE ADDITIONS TEMPLATE

The Site Additions Template is set out overleaf.

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