

H.M. SECRETARY OF STATE FOR JUSTICE

MORETON PRISON SERVICES LIMITED

**SCHEDULES TO THE CONDITIONS OF
CONTRACT
for the Design, Construction, Management
and Financing of a Custodial Service at
Moreton Lane**

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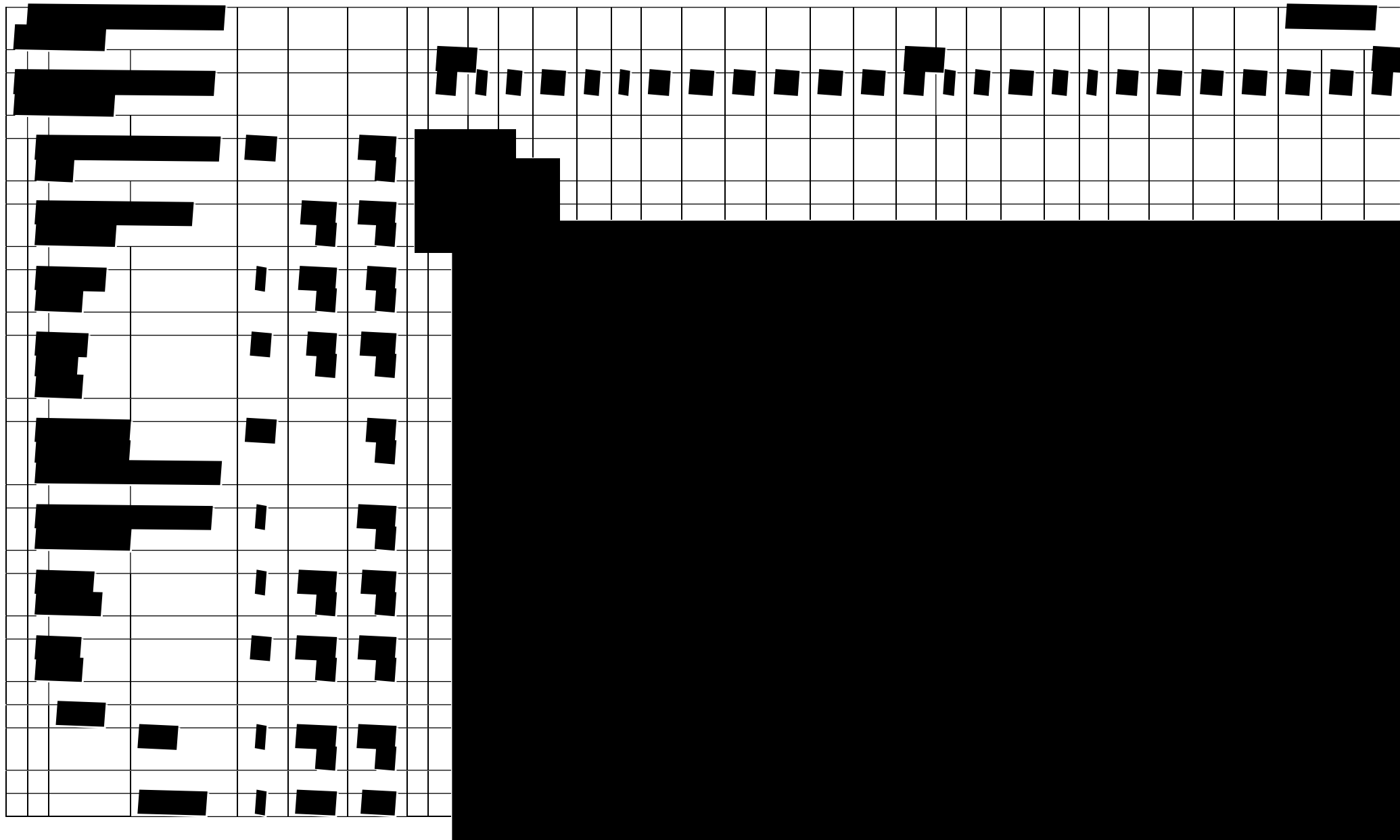
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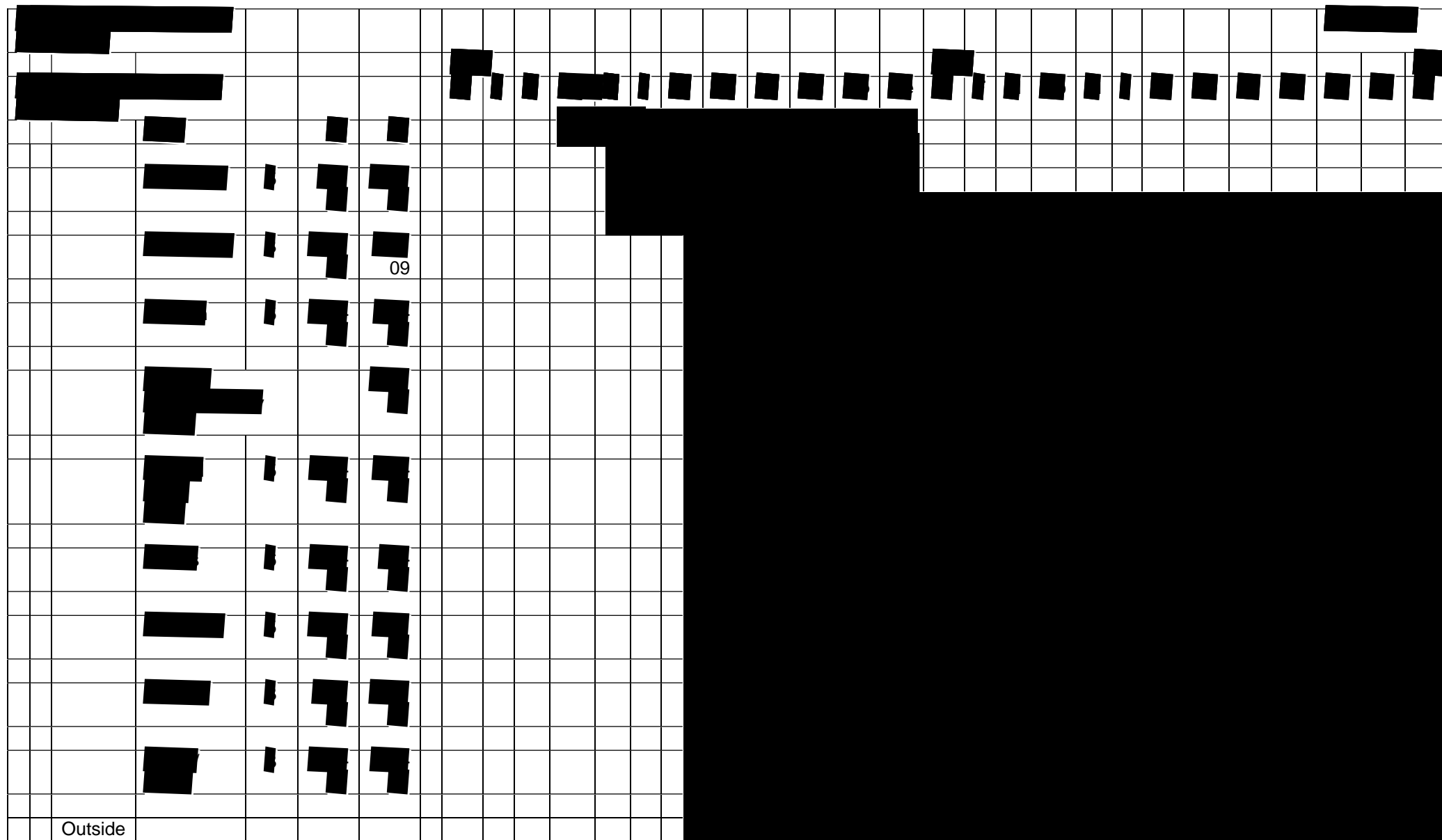
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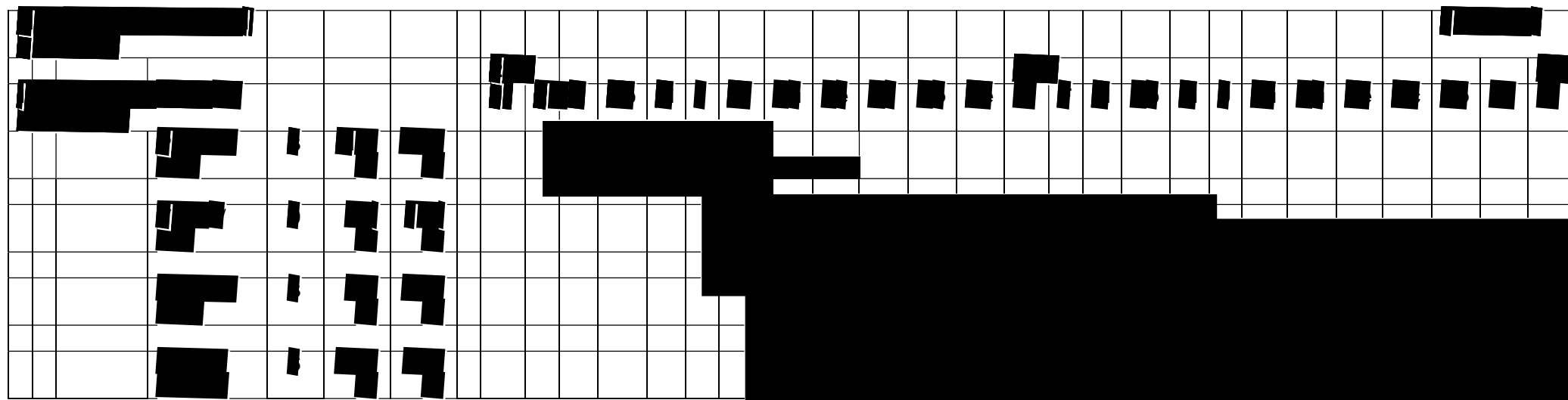
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Age Group	Percentage
18-24	10%
25-34	20%
35-44	15%
45-54	35%
55-64	25%
65-74	10%
75-84	5%
85+	10%



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Age Group	Percentage
18-24	10
25-34	35
35-44	15
45-54	12
55-64	10
65-74	15
75-84	10
85-94	12
95+	10

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■ **1. 1990年10月**：中国首次提出“入世”申请。



Age Group	Percentage
18-24	10%
25-34	15%
35-44	20%
45-54	25%
55-64	30%
65-74	35%
75-84	40%
85+	45%

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Age Group	Gender	U.S. should take action (%)	U.S. should not take action (%)
18-29	Male	~65	~35
	Female	~75	~25
30-49	Male	~70	~30
	Female	~80	~20
50-69	Male	~75	~25
	Female	~85	~15
70+	Male	~80	~20
	Female	~90	~10

Age Group	Percentage
18-24	10%
25-34	15%
35-44	20%
45-54	25%
55-64	20%
65-74	15%
75-84	10%
85+	5%

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China	2015	1.0
China	2016	1.0
China	2017	1.0
China	2018	1.0
China	2019	1.0
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SCHEDULE I

Daily Report

Part 1

Daily Report for HMP (Main)

Day: Date: Month: Year:											
Location: Houseblock Unit	AVAILABILITY				OCCUPATION		NUMBER OF PRISONERS DOUBLED				
	A Available Prisoner Places*	A1 Available Prisoner Places deemed not to be Available Prisoner Places under Clause 29	B Additional Prisoner Places	B1 Additional Local Prisoner Places	C Number of Prisoners Actually Occupying Additional Prisoner Places	C1 Number of Prisoners actually occupying Additional Local Prisoner Places	D Total Number of Prisoner s Doubled	E Number of Prisoners in Prison Cells designated for multiple occupancy in the healthcare centre of the Prison	F Further Prisoners Doubled with Authority Approval	G Permitted Level (Clause 1.1)	H Non Permitted Doubling (D minus G)
A1											
A2											
A3											
A4											
B1											
B2											
B3											
B4											
C											
D											
E2											
G											

*

Healthcar e											
3A											
3B											
3C											
3D											
TOTALS	**										
COMMENTS											
TIME	DATE	SIGNED BY CONTRACTOR					AGREED AND AUTHORISED BY CONTROLLER				

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SCHEDULE K - NOT IN USE



SCHEDULE L

Letter to Health and Safety Executive

Part 1 - Works Letter to Health and Safety Executive

[ON LETTERHEAD OF CONTRACTOR]

Health and Safety Executive
Marches House
Midway
Newcastle Under Lyme
ST5 1DT

[Date]

Dear Sirs

Construction (Design & Management) Regulations 1994

Proposed New Prison at Moreton Lane

We, [Contractor] Limited, declare that we agree to act as the client for the purposes of the Regulations referred to above in connection with the construction of the prison at Moreton Lane (including any changes and/or additions to such construction), the address of which is as follows:

[Set out full address of construction site]

Documents may be served on [Contractor] Limited at the following address:

[Set out full address for service of documents]

Yours faithfully

Signed by [Name] [Position]

for and on behalf of [Contractor] Limited

Part 2 - Houseblock Works Letter to Health and Safety Executive

[ON LETTERHEAD OF CONTRACTOR]

Health and Safety Executive
Marches House
Midway
Newcastle Under Lyme
ST5 1DT

[Date]

Dear Sirs

Construction (Design & Management) Regulations 2007

Proposed Houseblock at Moreton Lane

We, [Contractor] Limited, declare that we agree to act as the client for the purposes of the Regulations referred to above in connection with the construction of the houseblock at Moreton Lane (including any changes and/or additions to such construction), the address of which is as follows:

[Set out full address of construction site]

Documents may be served on [Contractor] Limited at the following address:

[Set out full address for service of documents]

Yours faithfully

Signed by [Name] [Position]
for and on behalf of [Contractor] Limited

SCHEDULE M

Compliance

Part 1

Compliance Monitoring

1. The following is a summary of the range of duties which the Independent Engineer and its representatives will carry out on behalf of the Authority. The Contractor shall permit the Independent Engineer to do anything which is necessary or desirable for the proper performance of the duties of the Independent Engineer and shall render to the Independent Engineer such assistance as is reasonably necessary for the Independent Engineer to properly perform its duties and shall comply with the requests of the Independent Engineer insofar as such requests are made in furtherance of the duties of the Independent Engineer. In addition the Contractor shall procure that the Construction Sub-contractor, the Construction Sub-contractor's principal sub-contractor's, and the Construction Sub-contractor's suppliers so permit, assist and comply.
 - (a) The Independent Engineer will provide project compliance monitoring and will provide the Engineer's Declaration. This is to be achieved by:
 - (i) observing and monitoring a sufficient sample of mock-ups, fabrications, construction and installation works as to satisfy the Independent Engineer that works comply with both Schedule A (**Specifications**) and any subsequent (compliant) design development;
 - (ii) monitoring the progress of the Contractor's design development and auditing the compliance of its designs and specifications against Schedule A (**Specifications**) and providing progress reports to the Authority;
 - (iii) carrying out procedural audits as required;
 - (iv) overseeing and auditing a sufficient sample of the quality assurance and project control systems and procedures of the: Contractor; the Construction Sub-contractor; the Construction Sub-contractor's principal sub-contractor's; and the Construction Sub-contractor's suppliers to satisfy itself that the Works comply with Schedule A (**Specifications**) ;
 - (v) issuing non-compliance notices and overseeing the resolution of these as set out in this Schedule;
 - (vi) monitoring (but not conducting) the commissioning of components of the Works. (The Independent Engineer will achieve this by monitoring the Works, and auditing the records of the parties commissioning and witnessing the testing of such works);
 - (vii) during the commissioning stage, receiving the results of all tests on a daily basis and monitoring the records in order to ascertain that the commissioning is in accordance with parameters established in Schedule A (**Specifications**).

For the avoidance of doubt, references to Schedule A (**Specifications**) in this Schedule include references to Schedule A (**Specifications**) as amended by the

Authority or with the Authority's approval pursuant to the Contract and/or this Schedule M (**Compliance**) Part 3 or 4.

- (b) The Independent Engineer will facilitate the Authority's review of changes under the change control procedures as set out in Part 3 of this Schedule. The Independent Engineer has no authority to vary Schedule A (**Specifications**). The Named Representatives of the Authority alone may authorise such variations in accordance with Clause 9 (**Change to Services Required**).
 - (c) The Independent Engineer will facilitate the Authority's review of the Contractor's requests for changes under Clause 9 (**Change to Services Required**) of the Contract, in accordance with the procedures contained within this Schedule.
 - (d) The Independent Engineer will monitor the progress of the Project with respect to the Contractor's programme and advise the Authority whether the Actual Main Opening Date and the Actual TC Opening Date is likely to be different from Contractual Main Opening Date and Contractual TC Opening Date respectively.
 - (e) The Independent Engineer will monitor the efforts of the Contractor in seeking Planning Approval from the Local Planning Authority (**LPA**) including attendance, as individually requested by the Authority, at all key meetings held with the LPA. If the circumstances arise, the Independent Engineer will advise on whether the Contractor has exercised its best endeavours in obtaining Planning Approval.
2. The Contractor shall provide information and documentation to the Independent Engineer to enable it to discharge its responsibilities and duties. This information shall (without limitation to the generality of the foregoing) include the following:
- (a) copy of the master programme for the Works;
 - (b) copy of the weekly or similar detailed programmes showing when the Contractor intends to carry out key activities whether off or on Site;
 - (c) a list of relevant meetings taking place and copies of minutes as required;
 - (d) copies of working drawings, schedules and specifications prepared for the Works as requested by the Independent Engineer and sufficient to demonstrate compliance with Schedule A (**Specifications**);
 - (e) unhindered access to all non commercial correspondence, designs, drawings, documents register, technical and audit reports, consents, certificates and specifications related to the Project, the Site or the Works all to a level necessary to allow the Independent Engineer to assess compliance with [this Contract / Schedule A];
 - (f) copies of all correspondence relating to planning matters;
 - (g) unhindered access to all non-commercial documents concerning procurement schedules and orders placed related to the Project, the Site or the Works; lists of main suppliers, main and specialist subcontractors working for the Construction Sub-contractor;
 - (h) unhindered access to all quality control and quality assurance records [of

the Contractor/ the Construction Sub-contractor / the Construction Sub-contractor's principal sub-contractor's / the Construction Sub-contractor's suppliers] including procedures and method statement for the Works. The Independent Engineer may request extracts of Contractor's method statements from these records;

- (i) copies of all non-compliance reports generated by the Contractor and by the Construction Sub-contractor under the Construction Sub-contract and all reports and correspondence associated with the remedy of such non-compliance;
- (j) copies of commissioning reports;
- (k) copies of as-built drawings, operating and maintenance manuals and the other documentation as set out in Part 3 of Schedule N together with any other documentation which the Construction Sub-contractor performing design and building works for the Contractor will produce to the Contractor when handing over the Prison and the Site to the Contractor;
- (l) copy of the Health and Safety Plan and access to safety reports;
- (m) copy of the Project Plan (which details how the Works shall be carried out) except the commercial section;
- (n) copy of the building snagging list prior to handover of the Prison to the Contractor;
- (o) copies of the minutes of monthly meetings between the Construction Sub-contractor and its principal Sub-contractors; and
- (p) copies of monthly progress reports prepared by or on behalf of the Contractor concerned with the Contract.

Documents to which unhindered access will be provided by the Construction Sub-contractor and its principal Sub-contractors will be located at Kvaerner Construction Limited, Maple Cross House, Denham Way, Maple Cross, Rickmansworth, WD3 2SW prior to commencement on site and thereafter at the Construction Sub-contractor's Prison Site Offices.

- 3. The Independent Engineer will hold weekly meetings at which it will discuss compliance matters with the Contractor and/or Construction Sub-contractor. The Independent Engineer may wish to attend meetings between the Contractor and the Construction Sub-contractor if appropriate (and this will be by agreement with the Contractor).
- 4. The Independent Engineer will be the first channel of communications with the Contractor on matters concerning design and construction and compliance monitoring. However, in accordance with Clause 26.3 of the Contract, the Engineer's Declaration will be signed by a director in the firm appointed as Independent Engineer.
- 5. The Contractor is responsible for delivering the Works, and the Authority does not give approval to its work. The Independent Engineer will promptly bring matters to the attention of both the Authority and the Contractor and the Construction Sub-contractor which may adversely affect the issue of the Engineer's Declaration. The non-compliance notice appended to this Schedule shall be used by the Independent Engineer for this purpose. The Contractor will act on these

comments in sufficient and reasonable time to allow the timely issue of the Engineer's Declaration.

Part 2

Demonstration of Compliance During Design Development and Construction

Compliant Design Development

1. **Design Development** is the development by the Construction Sub-contractor of the design of the Works within the scope and intent of the documents contained within Schedule A (**Specifications**) and including any necessity to meet planning, building control, fire, health and safety or other statutory requirements or approvals to ensure the works can be built as designed in order to finalise the design. It will also include development of the design to allow subsequent construction of the Works to be safely and practicably executed.

Non-Compliant Design Development

2. Any change to Schedule A (**Specifications**) which does not constitute Design Development will be considered to be a Contractor's change and shall be dealt with in accordance with the Contract and Part 3 of this Schedule M (**Compliance**).

Means of Demonstrating Compliance

3. Drawing revisions will be marked up to show changes or otherwise noted as they are issued. The Contractor shall forward to the Independent Engineer:
 - (i) any significant changes within Design Development (but not minor changes to the drawings made to work-up the design to greater detail);
 - (ii) written applications for changes to Schedule A (**Specifications**) which require the Authority's approval to proceed. These shall be dealt with in accordance with Part 3 of this Schedule M (**Compliance**).

In each case the Contractor and the Construction Sub-contractor will prepare a report for the Independent Engineer describing the nature of the change, explaining why it is thus proposed and if appropriate requesting the Authority's approval to proceed in accordance with Part 3 of this Schedule M (**Compliance**). The notice of change proforma appended to this Schedule M shall be used by the Contractor for this purpose.

In the event that the Independent Engineer does not accept the classification of the design change made by the Contractor and the Construction Sub-contractor he shall inform the Contractor and the Construction Sub-contractor within a period of seven (7) days and shall treat the submission made by the Contractor and the Construction Sub-contractor as one within Design Development or as a change to Schedule A to be dealt with in accordance with Part 3 of this Schedule M (**Compliance**) as he considers appropriate. In the event the Independent Engineer considers that any aspect of a design change submitted to him by the Contractor with the Construction Sub-contractor in accordance with this paragraph 3 or which comes to his attention during any audit of the Contractor and the Construction Sub-contractor's design and documentation is not within Design Development, then the Independent Engineer will notify the Authority, Contractor and the Construction Sub-contractor within seven (7) days accordingly. This may include the issue of a non-compliance report. The Contractor (and in turn the Construction Sub-contractor) will respond and clear all reports with the Authority in accordance with Part 3 of this Schedule M (**Compliance**).

The Contractor, the Independent Engineer and the Construction Sub-contractor will meet each month or more frequently if agreed to review the status of project compliance as shown in the schedule kept for this purpose, with a view to resolving any outstanding compliance matters to prevent delay or future interpretation problems. The Independent Engineer will respond to the Contractor within fourteen (14) days on all matters submitted as Design Development and subsequently classified as Design Development.

Audit Trail

4. As part of this procedure the Contractor will and shall procure that the Construction Sub-contractor will set up a formal audit trail keeping records of all compliance requests together with the accompanying documentation (including the highlighted drawings), which will clearly demonstrate that the working drawings comply with Schedule A (**Specifications**).

Test of Reasonableness

5. If there is a disagreement between the Contractor and the Independent Engineer in relation to the issue of a non-compliance notice the Independent Engineer will test the proposed change against the joint criteria of equivalent or improved level of custodial service and also the specified operational performance and durability of the Prison and the Site. Should the disagreement persist, the Independent Engineer will provide detailed reasons for his concerns. This may require further information to be supplied by the Contractor and the Construction Sub-contractor.
6. The procedure set out in Parts 2 and 3 of this Schedule M (**Compliance**) will be extended to cover all subsequent stages of the Works up to the Independent Engineer's Declaration. This will include Design Development at any time including that presented by Sub-contractors once the Construction Sub-contractor has put the Works out to tender.

Nothing done by the Independent Engineer in accordance with Clause 26 (**Engineer's Declaration**) of the Contract or this Schedule M (**Compliance**) shall in any respect relieve or absolve the Contractor from its responsibility for the Works under or in accordance with the Contract.

Part 3

Change Control Procedure

Introduction

1. Part 3 of this Schedule M (**Compliance**) sets out the procedure for changes to Schedule A (**Specifications**) proposed by the Contractor for the purpose of ensuring that the Independent Engineer has an up-to-date Schedule A (**Specifications**) against which he can monitor compliance on an ongoing basis and issue the Engineer's Declaration in accordance with Clause 26.3 (**Engineer's Declaration**) of the Contract.
2. A change to Schedule A (**Specifications**) proposed by the Contractor or the Construction Sub-contractor shall be referred to in Part 3 of this Schedule M (**Compliance**) as a **Contractor's Change**. For the avoidance of doubt, a Contractor's Change shall include:
 - 2.1 Any proposed amendment to any of the documents in Schedule A (**Specifications**);
 - 2.2 A change to the location or composition of a secure line for any room, compartment of a building, building, or area (including the overall prison perimeter), or a change to the communications systems (including cell call and other alarms, fire alarms and smoke detectors, CCTV and movement sensors).

All references to Schedule A (**Specifications**) are to Schedule A (**Specifications**) as amended from time to time either by the Authority or with the Authority's approval pursuant to Clause 9 (**Change to Services Required**).

Procedure

3. Where the Contractor wishes to propose a Contractor's Change, the Contractor shall make a written application to the Authority using the notice of change proforma Form A (and Form B if applicable) appended to this Schedule M (**Compliance**). The written application shall contain the following information relating to the Contractor's Change:
 - 3.1 the reasons why the Contractor considers that the Contractor's Change is necessary or desirable;
 - 3.2 where the Contractor's Change will give rise to an adjustment in the Contract Price because it arises out of a change to Prison Legislation, the information required pursuant to Clause 39.2 (**Variation of Price**) (or the Contractor's best estimate thereof at the time of submitting the application);
 - 3.3 where the Contractor's Change will delay completion of the Works the Contractor's reasonable estimate of the likely length of the delay; and
 - 3.4 such other information as is reasonably required by the Independent Engineer or the Authority for a sufficient understanding of the Contractor's Change proposed.
 - 3.5 Notwithstanding that the written application referred to in this paragraph is a written application to the Authority, the Contractor shall direct the written application to the Independent Engineer for his attention. Receipt of the written application by the Independent Engineer shall constitute receipt of the written application by the Authority.

4. The Authority shall within fourteen (14) days, or in the case of multiple applications within a reasonable period of receiving the Contractor's written application provide a written response to the Contractor which shall either:
 - 4.1 approve the Contractor's Change;
 - 4.2 request more information regarding the Contractor's Change; or
 - 4.3 reject the proposed Contractor's Change and provide reasons for its rejection.
5. Where the Authority accepts the Contractor's Change, Schedule A (**Specifications**) shall be amended accordingly and the Contractor shall implement the Contractor's Change within the Works.
6. Where the Authority requires more information regarding the Contractor's Change, the Authority's request for further information shall always be limited to what is reasonable to enable it to understand the design and intent of the Contractor's Change or where paragraph 3.2 or 3.3 above applies, the cost or time consequences of the Contractor's Change. Upon receipt of the further information the Authority shall respond to the Contractor's Change in accordance with paragraph 4 above.
7. The Contractor shall not incorporate any proposed Contractor's Change into the Works unless and until it receives the approval of the Authority in accordance with paragraph 4 above. If the Contractor does incorporate the Contractor's Change into the Works without the said approval, it shall be done at the Contractor's own risk and on the understanding that, if approval is not subsequently given, the Independent Engineer may be unable to issue the Engineer's Declaration in accordance with Clause 26.3 (**Engineer's Declaration**) of the Contract.

Part 4

Change Control Procedure Post Engineer's Declaration

1. Part 4 of this Schedule M (**Compliance**) sets out the procedure for agreeing and implementing changes to Schedule A (**Specifications**) proposed by the Contractor after issue of the Engineer's Declaration.
2. A change to Schedule A proposed by the Contractor shall be referred to in Part 4 of this Schedule M (**Compliance**) as a Contractor's Change. For the avoidance of doubt, a Contractor's Change shall include:
 - 2.1 Any proposed amendment to any of the documents in Schedule A (**Specifications**);
 - 2.2 A change to the location or construction fabric on a secure line for any room, compartment of a building, building, or area (including the overall prison perimeter), or a change to the security and communications systems (including cell call and other alarms, smoke detectors, CCTV, locking, access control, movement sensors and associated control equipment).

All references to Schedule A (**Specifications**) are to Schedule A (**Specifications**) as amended from time to time either by the Authority or with the Authority's approval pursuant to Clause 9 (**Change to Services Required**) of the Contract.

Procedure

3. Where the Contractor wishes to propose a Contractor's Change, the Contractor shall make a written application to the Authority using the notice of change proforma Form C (and Form D as applicable) appended to this Schedule. The written application shall contain the following information relating to the Contractor's Change:
 - 3.1 the reasons why the Contractor considers the Contractor's Change is necessary or desirable;
 - 3.2 where the Contractor's Change will give rise to the adjustment in the Contract price because it arises out of a change to Prison Legislation, the information required pursuant to Clause 39.2 (**Variation of Price**) (or the Contractor's best estimate thereof at the time of submitting the application);
 - 3.3 where the Contractor's Change will affect the operations of the prison, or the number of available of available prisoner places, the Contractor's best estimate of the likely effect, and for what period;
 - 3.4 such other information as is reasonably required by the Controller or the Authority for a sufficient understanding of the Contractor's Change proposed.
4. Notwithstanding that the written application referred to in this paragraph is a written application to the Authority, the Contractor shall direct the written application to the Controller for his attention. Receipt of the written application by the Controller shall constitute receipt of the written application by the Authority.
5. The Authority shall within fifteen (15) working days, or in the case of multiple applications within a reasonable period of receiving the Contractor's written application, provide a written response to the Contractor which shall:

- 5.1 approve the Contractor's Change; or
- 5.2 request more information regarding the Contractor's Change; or
- 5.3 reject the proposed Contractor's Change and provide reasons for its rejection.
6. Where the Authority accepts the Contractor's Change, Schedule A shall be amended accordingly and the Contractor shall implement the Contractor's Change within the Works.
7. Where the Authority requires more information regarding the Contractor's Change, the Authority's request for further information shall always be limited to what is reasonable to enable it to understand the design and intent of the Contractor's Change or where paragraph 3.2 or 3.3 above applies, the cost or other consequences of the Contractor's Change. Upon receipt of the further information the Authority shall respond to the Contractor's Change in accordance with paragraph 5 above.
8. The Contractor shall not incorporate any proposed Contractor's Change into the Works unless it receives the approval of the Authority in accordance with paragraph 6 above. If the Contractor does incorporate the Contractor's Change into the Works without the said approval, it shall be done at the Contractor's own risk and on the understanding that, if approval is not subsequently given, the Contractor will reinstate the Works to its prior condition at its own cost, within such period as is reasonably set by the Authority. Where the Contractor fails to effect the reinstatement, to the reasonable satisfaction of the Authority, within the reasonable time specified, the Authority shall be entitled to carry out such reinstatement itself, or to procure the same at the Contractor's cost and shall be entitled to set off its costs against any amounts payable to the Contractor under this Contract.
9. On completion of the works required for the Contractor's Change, the Contractor shall notify the Authority accordingly, and present such works as might be reasonably required to demonstrate compliance with the Contract. In addition to physical demonstration and/or inspection, this shall include but not necessarily be limited to testing and pre-commissioning documentation, and changes to relevant operational and maintenance procedures as might be affected.
10. On acceptance by the Authority of completion of each Contractor's Change (which shall not be unreasonably withheld) any changes to the Contract Price which may arise will come into effect thereafter, or from such time as may be otherwise agreed by the Authority and Contractor in accordance with the Contract.
11. Following any such change, as-built documentation shall be suitably updated and distributed by the Contractor in accordance with Schedule N (***Management and Control of Documentation***).

DCMF MORETON


CONTRACT COMPLIANCE - NOTICE OF CHANGE (FORM A)

TO: Compliance Monitor, on behalf of HMPS

1. NOTICE No:		2. DATE:	
3. TYPE OF CHANGE			
Either (a) Design Development as defined in Schedule M Part 2, i.e. compliant with Schedule A.		Or (b) Change to Schedule A as defined in Schedule M Part 3.	
4. REASONS FOR CHANGE:		5. DRAWINGS/SPECIFICATION REFERENCES	
Practicability		Tick one box only	
Operational need		Tick as appropriate	
Maintenance			
Statutory need			
Security			
Health and Safety			
Prison Legislation #		6. DOCUMENTS APPENDED	
Authority Instruction #			
Security Technology #			
# Complete separate Form B			
7. DESCRIPTION OF CHANGE:			
8. DETAILED REASON FOR CHANGE:			
9. (To be completed at Contractor's discretion)			
Signed _____		for	Date _____
[Redacted]			
Signed _____		for	Date _____
Premier PS			
10. (To be completed by Contractor)			
Signed _____		for	Date _____
Moreton Prison Services Ltd			
FOR AUTHORITY USE ONLY			
Design Development - no objection/objection			
Signed _____		for	Date _____
[Redacted]			
Change to Schedule A - approved/not approved			
Signed _____		for	Date _____
HMPS			

DCMF MORETON

CONTRACT COMPLIANCE - NOTICE OF CHANGE (FORM B)

1. NOTICE No: (AS FORM A)		2. DATE:	
3. DRAWINGS/SPECIFICATION REFERENCES:			
4. REASONS FOR CHANGE:	Tick as appropriate	5. DOCUMENTS APPENDED	
Prison Legislation Authority Instruction Security Technology			
6. DESCRIPTION OF CHANGE (including details of relevant legislation):			
7. COST IMPACT:			
8. OTHER IMPACT (including estimate of any changes to the programme)			
10. (To be completed by Contractor)			
Signed _____		for	Date _____
		Moreton PSL	
FOR AUTHORITY USE ONLY			
Received by _____		for	Date _____
			
Received by _____		for	Date _____
HMPS			

DCMF MORETON

CONTRACT COMPLIANCE - NOTICE OF CHANGE (FORM C)

TO: Controller

1. NOTICE No:	2. DATE:
3. REASONS FOR CHANGE:	4. DRAWINGS/SPECIFICATION REFERENCES
Practicability	
Operational need	
Maintenance	
Statutory need	
Security	
Health and Safety	
Prison Legislation #	5. DOCUMENTS APPENDED
Authority Instruction #	
Security Technology #	
# Complete separate Form D	
6. DESCRIPTION OF CHANGE:	
7. DETAILED REASON FOR CHANGE:	
8. (To be completed at Contractor's discretion)	
Signed _____ for Premier PS	Date _____
10. (To be completed by Contractor)	
Signed _____ for Moreton PSL	Date _____
FOR AUTHORITY USE ONLY	
Proposed change to Schedule A - approved/not approved	
Signed _____ for HMPS	Date _____
Change to Schedule A - satisfactorily completed	
Signed _____ for HMPS	Date _____

DCMF MORETON

CONTRACT COMPLIANCE - NOTICE OF CHANGE (FORM D)

1. NOTICE No: (AS FORM C)

2. DATE:

3. DRAWINGS/SPECIFICATION REFERENCES:

4. REASONS
FOR CHANGE:

FOR

Tick as
appropri
ate

5. DOCUMENTS APPENDED

Prison Legislation
Authority Instruction
Security Technology

6. DESCRIPTION OF CHANGE (including details of legislation):

7. COST IMPACT:

8. OTHER IMPACT (including estimate of any loss or available prisoner places, and periods)

9. (To be completed by Contractor)

Signed _____ for Date
Moreton PSL _____

FOR AUTHORITY USE ONLY

Received by _____ Date
Controller _____

Received by _____ for Date
HMPS _____

NON-COMPLIANCE NOTICE

1. To	MORETON PRISON SERVICES LIMITED	2. NOTICE No	_____
		:	_____
		ISSUED BY	_____
		:	_____
		DATE	_____
		:	_____

PART A

3. DOCUMENT REFERENCE(S): _____

4. (a) DATE FIRST REPORTED _____ TO: _____
BY: _____

DESCRIPTION

PART B

5. CORRECTIVE AND PREVENTATIVE ACTION PROPOSED BY CONTRACTOR:

TO BE CARRIED OUT BY: _____ SIGNED FOR MPSL: _____
DATE TO BE COMPLETED BY: _____ DATE: _____

PART C

6. NO OBJECTION TO CONTRACTOR'S PROPOSAL, SUBJECT TO ENGINEER'S
DECLARATION

ON BEHALF OF HMPS _____ DATE: _____

SCHEDULE M

Part 1A

Compliance Monitoring - Houseblock Works

1. The following is a summary of the range of duties which the Independent Engineer and its representatives will carry out on behalf of the Authority. The Contractor shall permit the Independent Engineer to do anything which is necessary or desirable for the proper performance of the duties of the Independent Engineer and shall render to the Independent Engineer such assistance as is reasonably necessary for the Independent Engineer to properly perform its duties and shall comply with the requests of the Independent Engineer insofar as such requests are made in furtherance of the duties of the Independent Engineer. In addition the Contractor shall procure that the Houseblock Construction Sub-contractor, the Houseblock Construction Sub-contractor's principal sub-contractor's, and the Houseblock Construction Sub-contractor's suppliers so permit, assist and comply.
 - (a) The Independent Engineer will provide project compliance monitoring and will provide the Engineer's Houseblock Declaration. This is to be achieved by:
 - (i) observing and monitoring a sufficient sample of mock-ups, fabrications, construction and installation works as to satisfy the Independent Engineer that works comply with both Schedule A (**Specifications**) and any subsequent (compliant) design development;
 - (ii) monitoring the progress of the Contractor's design development and auditing the compliance of its designs and specifications against Schedule A (**Specifications**) and providing progress reports to the Authority;
 - (iii) carrying out procedural audits as required;
 - (iv) overseeing and auditing a sufficient sample of the quality assurance and project control systems and procedures of the: Contractor; the Houseblock Construction Sub-contractor; the Houseblock Construction Sub-contractor's principal sub-contractor's; and the Houseblock Construction Sub-contractor's suppliers to satisfy itself that the Works comply with Schedule A (**Specifications**) ;
 - (v) issuing non-compliance notices and overseeing the resolution of these as set out in this Schedule;
 - (vi) monitoring (but not conducting) the commissioning of components of the Houseblock Works. (The Independent Engineer will achieve this by monitoring the Houseblock Works, and auditing the records of the parties commissioning and witnessing the testing of such works);
 - (vii) during the commissioning stage, receiving the results of all tests on a daily basis and monitoring the records in order to ascertain that the commissioning is in accordance with parameters established in Schedule A (**Specifications**).

For the avoidance of doubt, references to Schedule A (**Specifications**) in this Schedule include references to Schedule A (**Specifications**) as amended by the Authority or with the Authority's approval pursuant to the Contract and/or this

Schedule M (**Compliance**) Part 3 or 4.

- (b) The Independent Engineer will facilitate the Authority's review of changes under the change control procedures as set out in Part 3 of this Schedule. The Independent Engineer has no authority to vary Schedule A (**Specifications**). The Named Representatives of the Authority alone may authorise such variations in accordance with Clause 9 (**Change to Services Required**).
 - (c) The Independent Engineer will facilitate the Authority's review of the Contractor's requests for changes under Clause 9 (**Change to Services Required**) of the Contract, in accordance with the procedures contained within this Schedule.
 - (d) The Independent Engineer will monitor the progress of the Project with respect to the Contractor's programme and advise the Authority whether the Actual Houseblock Opening Date is likely to be different from Contractual Houseblock Opening Date.
 - (e) The Independent Engineer will monitor the efforts of the Contractor in seeking Planning Approval from the Local Planning Authority (**LPA**) including attendance, as individually requested by the Authority, at all key meetings held with the LPA. If the circumstances arise, the Independent Engineer will advise on whether the Contractor has exercised its best endeavours in obtaining Planning Approval.
2. The Contractor shall provide information and documentation to the Independent Engineer to enable it to discharge its responsibilities and duties. This information shall (without limitation to the generality of the foregoing) include the following:
- (a) copy of the master programme for the Houseblock Works;
 - (b) copy of the weekly or similar detailed programmes showing when the Contractor intends to carry out key activities whether off or on Site;
 - (c) a list of relevant meetings taking place and copies of minutes as required;
 - (d) copies of working drawings, schedules and specifications prepared for the Works as requested by the Independent Engineer and sufficient to demonstrate compliance with Schedule A (**Specifications**);
 - (e) unhindered access to all non commercial correspondence, designs, drawings, documents register, technical and audit reports, consents, certificates and specifications related to the Project, the Site or the Works all to a level necessary to allow the Independent Engineer to assess compliance with [this Contract / Schedule A];
 - (f) copies of all correspondence relating to planning matters;
 - (g) unhindered access to all non-commercial documents concerning procurement schedules and orders placed related to the Project, the Site or the Houseblock Works; lists of main suppliers, main and specialist subcontractors working for the Construction Sub-contractor;
 - (h) unhindered access to all quality control and quality assurance records of the Contractor/ the Houseblock Construction Sub-contractor / the Houseblock Construction Sub-contractor's principal sub-contractor's / the

Houseblock Construction Sub-contractor's suppliers including procedures and method statement for the Houseblock Works. The Independent Engineer may request extracts of Contractor's method statements from these records;

- (i) copies of all non-compliance reports generated by the Contractor and by the Houseblock Construction Sub-contractor under the Houseblock Construction Sub-contract and all reports and correspondence associated with the remedy of such non-compliance;
- (j) copies of commissioning reports;
- (k) copies of as-built drawings, operating and maintenance manuals and the other documentation as set out in Part 3 of Schedule N together with any other documentation which the Houseblock Construction Sub-contractor performing design and building works for the Contractor will produce to the Contractor when handing over the Houseblock to the Contractor;
- (l) copy of the Health and Safety Plan and access to safety reports;
- (m) copy of the Project Plan (which details how the Houseblock Works shall be carried out) except the commercial section;
- (n) copy of the building snagging list prior to handover of the Prison to the Contractor;
- (o) copies of the minutes of monthly meetings between the Houseblock Construction Sub-contractor and its principal Sub-contractors; and
- (p) copies of monthly progress reports prepared by or on behalf of the Contractor concerned with the Contract.

Documents to which unhindered access will be provided by the Houseblock Construction Sub-contractor and its principal Sub-contractors will be located at

Houseblock Construction Sub-contractor's Prison Site Offices.

3. The Independent Engineer will hold weekly meetings at which it will discuss compliance matters with the Contractor and/or Houseblock Construction Sub-contractor. The Independent Engineer may wish to attend meetings between the Contractor and the Houseblock Construction Sub-contractor if appropriate (and this will be by agreement with the Contractor).
4. The Independent Engineer will be the first channel of communications with the Contractor on matters concerning design and construction and compliance monitoring. However, in accordance with Clause 26A.3 of the Contract, the Engineer's Houseblock Declaration will be signed by a director in the firm appointed as Independent Engineer.
5. The Contractor is responsible for delivering the Houseblock Works, and the Authority does not give approval to its work. The Independent Engineer will promptly bring matters to the attention of both the Authority and the Contractor and the Houseblock Construction Sub-contractor which may adversely affect the issue of the Engineer's Houseblock Declaration. The non-compliance notice appended to this Schedule shall be used by the Independent Engineer for this

purpose. The Contractor will act on these comments in sufficient and reasonable time to allow the timely issue of the Engineer's Houseblock Declaration.

Part 2A

Demonstration of Compliance During Design Development and Construction of the Houseblock Works

Compliant Design Development

1. **Design Development** is the development by the Houseblock Construction Sub-contractor of the design of the Houseblock Works within the scope and intent of the documents contained within Schedule A (**Specifications**) and including any necessity to meet planning, building control, fire, health and safety or other statutory requirements or approvals to ensure the works can be built as designed in order to finalise the design. It will also include development of the design to allow subsequent construction of the Works to be safely and practicably executed.

Non-Compliant Design Development

2. Any change to Schedule A (**Specifications**) which does not constitute Design Development will be considered to be a Contractor's change and shall be dealt with in accordance with the Contract and Part 3 of this Schedule M (**Compliance**).

Means of Demonstrating Compliance

3. Drawing revisions will be marked up to show changes or otherwise noted as they are issued. The Contractor shall forward to the Independent Engineer:
 - (i) any significant changes within Design Development (but not minor changes to the drawings made to work-up the design to greater detail);
 - (ii) written applications for changes to Schedule A (**Specifications**) which require the Authority's approval to proceed. These shall be dealt with in accordance with Part 3 of this Schedule M (**Compliance**).

In each case the Contractor and the Houseblock Construction Sub-contractor will prepare a report for the Independent Engineer describing the nature of the change, explaining why it is thus proposed and if appropriate requesting the Authority's approval to proceed in accordance with Part 3 of this Schedule M (**Compliance**). The notice of change proforma appended to this Schedule M shall be used by the Contractor for this purpose.

In the event that the Independent Engineer does not accept the classification of the design change made by the Contractor and the Houseblock Construction Sub-contractor he shall inform the Contractor and the Houseblock Construction Sub-contractor within a period of seven (7) days and shall treat the submission made by the Contractor and the Houseblock Construction Sub-contractor as one within Design Development or as a change to Schedule A to be dealt with in accordance with Part 3 of this Schedule M (**Compliance**) as he considers appropriate. In the event the Independent Engineer considers that any aspect of a design change submitted to him by the Contractor with the Houseblock Construction Sub-contractor in accordance with this paragraph 3 or which comes to his attention during any audit of the Contractor and the Houseblock Construction Sub-contractor's design and documentation is not within Design Development, then the Independent Engineer will notify the Authority, Contractor and the Houseblock Construction Sub-contractor within seven (7) days accordingly. This may include the issue of a non-compliance report. The Contractor (and in turn the Houseblock Construction Sub-contractor) will respond

and clear all reports with the Authority in accordance with Part 3 of this Schedule M (**Compliance**).

The Contractor, the Independent Engineer and the Houseblock Construction Sub-contractor will meet each month or more frequently if agreed to review the status of project compliance as shown in the schedule kept for this purpose, with a view to resolving any outstanding compliance matters to prevent delay or future interpretation problems. The Independent Engineer will respond to the Contractor within fourteen (14) days on all matters submitted as Design Development and subsequently classified as Design Development.

Audit Trail

4. As part of this procedure the Contractor will and shall procure that the Houseblock Construction Sub-contractor will set up a formal audit trail keeping records of all compliance requests together with the accompanying documentation (including the highlighted drawings), which will clearly demonstrate that the working drawings comply with Schedule A (**Specifications**).

Test of Reasonableness

5. If there is a disagreement between the Contractor and the Independent Engineer in relation to the issue of a non-compliance notice the Independent Engineer will test the proposed change against the joint criteria of equivalent or improved level of custodial service and also the specified operational performance and durability of the Houseblock. Should the disagreement persist, the Independent Engineer will provide detailed reasons for his concerns. This may require further information to be supplied by the Contractor and the Houseblock Construction Sub-contractor.
6. The procedure set out in Parts 2 and 3 of this Schedule M (**Compliance**) will be extended to cover all subsequent stages of the Works up to the Independent Engineer's Houseblock Declaration. This will include Design Development at any time including that presented by Sub-contractors once the Houseblock Construction Sub-contractor has put the Houseblock Works out to tender. Nothing done by the Independent Engineer in accordance with Clause 26A (**Engineer's Declaration**) of the Contract or this Schedule M (**Compliance**) shall in any respect relieve or absolve the Contractor from its responsibility for the Houseblock Works under or in accordance with the Contract.

Part 3A

Change Control Procedure - Houseblock Works

Introduction

1. Part 3 of this Schedule M (**Compliance**) sets out the procedure for changes to Schedule A (**Specifications**) proposed by the Contractor for the purpose of ensuring that the Independent Engineer has an up-to-date Schedule A (**Specifications**) against which he can monitor compliance on an ongoing basis and issue the Engineer's Houseblock Declaration in accordance with Clause 26A.3 (**Engineer's Declaration**) of the Contract.
2. A change to Schedule A (**Specifications**) proposed by the Contractor or the Houseblock Construction Sub-contractor shall be referred to in Part 3 of this Schedule M (**Compliance**) as a **Contractor's Change**. For the avoidance of doubt, a Contractor's Change shall include:
 - 2.1 Any proposed amendment to any of the documents in Schedule A (**Specifications**);
 - 2.2 A change to the location or composition of a secure line for any room, compartment of a building, building, or area (including the overall prison perimeter), or a change to the communications systems (including cell call and other alarms, fire alarms and smoke detectors, CCTV and movement sensors). All references to Schedule A (**Specifications**) are to Schedule A (**Specifications**) as amended from time to time either by the Authority or with the Authority's approval pursuant to Clause 9 (**Change to Services Required**).

Procedure

3. Where the Contractor wishes to propose a Contractor's Change, the Contractor shall make a written application to the Authority using the notice of change proforma Form A (and Form B if applicable) appended to this Schedule M (**Compliance**). The written application shall contain the following information relating to the Contractor's Change:
 - 3.1 the reasons why the Contractor considers that the Contractor's Change is necessary or desirable;
 - 3.2 where the Contractor's Change will give rise to an adjustment in the Contract Price because it arises out of a change to Prison Legislation, the information required pursuant to Clause 39.2 (**Variation of Price**) (or the Contractor's best estimate thereof at the time of submitting the application);
 - 3.3 where the Contractor's Change will delay completion of the Houseblock Works the Contractor's reasonable estimate of the likely length of the delay; and
 - 3.4 such other information as is reasonably required by the Independent Engineer or the Authority for a sufficient understanding of the Contractor's Change proposed.
 - 3.5 Notwithstanding that the written application referred to in this paragraph is a written application to the Authority, the Contractor shall direct the written application to the Independent Engineer for his attention. Receipt of the written application by the Independent Engineer shall constitute receipt of the written application by the Authority.

4. The Authority shall within fourteen (14) days, or in the case of multiple applications within a reasonable period of receiving the Contractor's written application provide a written response to the Contractor which shall either:
 - 4.1 approve the Contractor's Change;
 - 4.2 request more information regarding the Contractor's Change; or
 - 4.3 reject the proposed Contractor's Change and provide reasons for its rejection.
5. Where the Authority accepts the Contractor's Change, Schedule A (***Specifications***) shall be amended accordingly and the Contractor shall implement the Contractor's Change within the Houseblock Works.
6. Where the Authority requires more information regarding the Contractor's Change, the Authority's request for further information shall always be limited to what is reasonable to enable it to understand the design and intent of the Contractor's Change or where paragraph 3.2 or 3.3 above applies, the cost or time consequences of the Contractor's Change. Upon receipt of the further information the Authority shall respond to the Contractor's Change in accordance with paragraph 4 above.
7. The Contractor shall not incorporate any proposed Contractor's Change into the Houseblock Works unless and until it receives the approval of the Authority in accordance with paragraph 4 above. If the Contractor does incorporate the Contractor's Change into the Works without the said approval, it shall be done at the Contractor's own risk and on the understanding that, if approval is not subsequently given, the Independent Engineer may be unable to issue the Engineer's Houseblock Declaration in accordance with Clause 26A.3 (***Engineer's Declaration***) of the Contract.

Part 4A

Change Control Procedure Post Engineer's Declaration - Houseblock Works

1. Part 4 of this Schedule M (**Compliance**) sets out the procedure for agreeing and implementing changes to Schedule A (**Specifications**) proposed by the Contractor after issue of the Engineer's Houseblock Declaration.
2. A change to Schedule A proposed by the Contractor shall be referred to in Part 4 of this Schedule M (**Compliance**) as a Contractor's Change. For the avoidance of doubt, a Contractor's Change shall include:
 - 2.1 Any proposed amendment to any of the documents in Schedule A (**Specifications**);
 - 2.2 A change to the location or construction fabric on a secure line for any room, compartment of a building, building, or area (including the overall prison perimeter), or a change to the security and communications systems (including cell call and other alarms, smoke detectors, CCTV, locking, access control, movement sensors and associated control equipment).

All references to Schedule A (**Specifications**) are to Schedule A (**Specifications**) as amended from time to time either by the Authority or with the Authority's approval pursuant to Clause 9 (**Change to Services Required**) of the Contract.

Procedure

3. Where the Contractor wishes to propose a Contractor's Change, the Contractor shall make a written application to the Authority using the notice of change proforma Form C (and Form D as applicable) appended to this Schedule. The written application shall contain the following information relating to the Contractor's Change:
 - 3.1 the reasons why the Contractor considers the Contractor's Change is necessary or desirable;
 - 3.2 where the Contractor's Change will give rise to the adjustment in the Contract price because it arises out of a change to Prison Legislation, the information required pursuant to Clause 39.2 (**Variation of Price**) (or the Contractor's best estimate thereof at the time of submitting the application);
 - 3.3 where the Contractor's Change will affect the operations of the prison, or the number of available of available prisoner places, the Contractor's best estimate of the likely effect, and for what period;
 - 3.4 such other information as is reasonably required by the Controller or the Authority for a sufficient understanding of the Contractor's Change proposed.
4. Notwithstanding that the written application referred to in this paragraph is a written application to the Authority, the Contractor shall direct the written application to the Controller for his attention. Receipt of the written application by the Controller shall constitute receipt of the written application by the Authority.

5. The Authority shall within fifteen (15) working days, or in the case of multiple applications within a reasonable period of receiving the Contractor's written application, provide a written response to the Contractor which shall:
 - 5.1 approve the Contractor's Change; or
 - 5.2 request more information regarding the Contractor's Change; or
 - 5.3 reject the proposed Contractor's Change and provide reasons for its rejection.
6. Where the Authority accepts the Contractor's Change, Schedule A shall be amended accordingly and the Contractor shall implement the Contractor's Change within the Houseblock Works.
7. Where the Authority requires more information regarding the Contractor's Change, the Authority's request for further information shall always be limited to what is reasonable to enable it to understand the design and intent of the Contractor's Change or where paragraph 3.2 or 3.3 above applies, the cost or other consequences of the Contractor's Change. Upon receipt of the further information the Authority shall respond to the Contractor's Change in accordance with paragraph 5 above.
8. The Contractor shall not incorporate any proposed Contractor's Change into the Works unless it receives the approval of the Authority in accordance with paragraph 6 above. If the Contractor does incorporate the Contractor's Change into the Houseblock Works without the said approval, it shall be done at the Contractor's own risk and on the understanding that, if approval is not subsequently given, the Contractor will reinstate the Houseblock Works to its prior condition at its own cost, within such period as is reasonably set by the Authority. Where the Contractor fails to effect the reinstatement, to the reasonable satisfaction of the Authority, within the reasonable time specified, the Authority shall be entitled to carry out such reinstatement itself, or to procure the same at the Contractor's cost and shall be entitled to set off its costs against any amounts payable to the Contractor under this Contract.
9. On completion of the works required for the Contractor's Change, the Contractor shall notify the Authority accordingly, and present such works as might be reasonably required to demonstrate compliance with the Contract. In addition to physical demonstration and/or inspection, this shall include but not necessarily be limited to testing and pre-commissioning documentation, and changes to relevant operational and maintenance procedures as might be affected.
10. On acceptance by the Authority of completion of each Contractor's Change (which shall not be unreasonably withheld) any changes to the Contract Price which may arise will come into effect thereafter, or from such time as may be otherwise agreed by the Authority and Contractor in accordance with the Contract.
11. Following any such change, as-built documentation shall be suitably updated and distributed by the Contractor in accordance with Schedule N (***Management and Control of Documentation***).

HOUSEBLOCK WORKS

CONTRACT COMPLIANCE - NOTICE OF CHANGE (FORM A)

TO: Compliance Monitor, on behalf of HMPS

1. NOTICE No:	2. DATE:
3. TYPE OF CHANGE <div style="display: flex; justify-content: space-between;"><div style="width: 45%;">Either (a) Design Development as defined in Schedule M Part 2, i.e. compliant with Schedule A.</div><div style="width: 45%;">Or (b) Change to Schedule A as defined in Schedule M Part 3.</div></div>	
Tick one box only	
4. REASONS FOR CHANGE: Practicability Operational need Maintenance Statutory need Security Health and Safety Prison Legislation # Authority Instruction # Security Technology # # Complete separate Form B	5. DRAWINGS/SPECIFICATION REFERENCES 6. DOCUMENTS APPENDED
7. DESCRIPTION OF CHANGE:	
8. DETAILED REASON FOR CHANGE:	
9. (To be completed at Contractor's discretion) <div style="display: flex; justify-content: space-between;"><div style="width: 55%;">Signed _____</div><div style="width: 10%;">for</div><div style="width: 35%;">Date _____</div></div> <div style="background-color: black; height: 15px; width: 250px; margin-top: 5px;"></div> <div style="display: flex; justify-content: space-between;"><div style="width: 55%;">Signed _____</div><div style="width: 10%;">for</div><div style="width: 35%;">Date _____</div></div> <div style="margin-top: 5px;">Serco Limited</div>	
10. (To be completed by Contractor) <div style="display: flex; justify-content: space-between;"><div style="width: 55%;">Signed _____</div><div style="width: 10%;">for</div><div style="width: 35%;">Date _____</div></div> <div style="margin-left: 350px; margin-top: 5px;">Moreton Prison Services Ltd</div>	
FOR AUTHORITY USE ONLY Design Development - no objection/objection <div style="display: flex; justify-content: space-between;"><div style="width: 55%;">Signed _____</div><div style="width: 10%;">for</div><div style="width: 35%;">Date _____</div></div> <div style="background-color: black; height: 15px; width: 70px; margin-top: 5px;"></div> <div style="margin-top: 5px;">Change to Schedule A - approved/not approved</div> <div style="display: flex; justify-content: space-between;"><div style="width: 55%;">Signed _____</div><div style="width: 10%;">for</div><div style="width: 35%;">Date _____</div></div> <div style="margin-top: 5px;">HMPS</div>	

HOUSEBLOCK WORKS

CONTRACT COMPLIANCE - NOTICE OF CHANGE (FORM B)

1. NOTICE No: (AS FORM A)

2. DATE:

3. DRAWINGS/SPECIFICATION
REFERENCES:

4. REASONS
CHANGE:

FOR

Tick as
appropri
ate

5. DOCUMENTS APPENDED

Prison Legislation
Authority Instruction
Security Technology

6. DESCRIPTION OF CHANGE (including details of relevant legislation):

7. COST IMPACT:

8. OTHER IMPACT (including estimate of any changes to the programme)

10. (To be completed by Contractor)

Signed _____ for Date

Moreton PSL

FOR AUTHORITY USE ONLY

Received by _____ for Date


██████████

Received by _____ for Date
HMPS

HOUSEBLOCK WORKS

CONTRACT COMPLIANCE - NOTICE OF CHANGE (FORM C)

TO: Controller

1. NOTICE No:	2. DATE:
3. REASONS FOR CHANGE:	4. DRAWINGS/SPECIFICATION REFERENCES
Practicability	
Operational need	
Maintenance	
Statutory need	
Security	
Health and Safety	
Prison Legislation #	5. DOCUMENTS APPENDED
Authority Instruction #	
Security Technology #	
# Complete separate Form D	
6. DESCRIPTION OF CHANGE:	
7. DETAILED REASON FOR CHANGE:	
8. (To be completed at Contractor's discretion)	
Signed _____ for _____	Date _____
	
10. (To be completed by Contractor)	
Signed _____ for _____	Date _____
Moreton PSL	
FOR AUTHORITY USE ONLY	
Proposed change to Schedule A - approved/not approved	
Signed _____ for _____	Date _____
HMPS	
Change to Schedule A - satisfactorily completed	
Signed _____ for _____	Date _____
HMPS	

HOUSEBLOCK WORKS

CONTRACT COMPLIANCE - NOTICE OF CHANGE (FORM D)

1. NOTICE No: (AS FORM C)

2. DATE:

3. DRAWINGS/SPECIFICATION REFERENCES:

4. REASONS FOR CHANGE:

FOR

Tick as appropriate

5. DOCUMENTS APPENDED

Prison Legislation
Authority Instruction
Security Technology

6. DESCRIPTION OF CHANGE (including details of legislation):

7. COST IMPACT:

8. OTHER IMPACT (including estimate of any loss or available prisoner places, and periods)

9. (To be completed by Contractor)

Signed _____ for Date _____
Moreton PSL

FOR AUTHORITY USE ONLY

Received by _____ Date _____
Controller

Received by _____ for Date _____
HMPS

NON-COMPLIANCE NOTICE

1. To MORETON PRISON SERVICES LIMITED 2. NOTICE No _____
:
ISSUED BY _____
:
DATE _____
:

PART A

3. DOCUMENT REFERENCE(S): _____
4. (a) DATE FIRST REPORTED TO: _____
BY: _____

DESCRIPTION

PART B

5. CORRECTIVE AND PREVENTATIVE ACTION PROPOSED BY CONTRACTOR:

TO BE CARRIED OUT BY:

DATE TO BE COMPLETED BY:

SIGNED FOR MPSL:

DATE:

PART C

6. NO OBJECTION TO CONTRACTOR'S PROPOSAL, SUBJECT TO ENGINEER'S
HOUSEBLOCK DECLARATION

ON BEHALF OF HMPS

DATE:

SCHEDULE N

Management and Control of Documentation

Part 1a - Control of Documentation During Design and Construction of The Prison

1. The Documentation

During the design and construction of the Prison, certain documentation shall be produced by or for the Construction Sub-contractor. For the purpose of Part 1 of this Schedule (***Management and Control of Documentation***), documentation shall be defined as any item or document which relates to the Prison (the ***Documentation***) and shall, without limitation, include all such documents which relate to the design, construction and commissioning of the Prison, including, whether as hard copy or electronic data:

- drawings;
- specifications;
- reports;
- bills of quantities;
- standards;
- schedules;
- data sheets;
- presentation brochures;
- photographs; and
- other information, including:
 - models; and
 - samples.

2. Security and Confidentiality Of Documentation

- 2.1 The Documentation constitutes a security risk. The following procedures are designed to control and monitor the issue, use and return/destruction of the Documentation issued by the Construction Sub-contractor and his sub-contractors and suppliers to third parties both on and off Site and the security of Documentation both on and off Site.
- 2.2 The Contractor shall procure that the Documentation is managed and controlled by the Construction Sub-contractor and his sub-contractors and suppliers in the manner set out in this Schedule.
- 2.3 The Contractor shall use reasonable endeavours to ensure that Documentation shall only be issued for off-site review where it is absolutely necessary.

3. Documentation Security Officer

- 3.1 The Construction Sub-contractor shall appoint a named person as Documentation Security Officer (the ***Documentation Security Officer***) who shall be located on Site. The Documentation Security Officer will be responsible for the security of all Documentation. He will be the focal point for all matters relating to Documentation security and will ensure the awareness of obligations imposed by the Confidentiality Agreement (see paragraph 6.2.1 of this Schedule N (***Management and Control of Documentation***) below) on all parties issued with Documentation.

CONTROL OF DOCUMENTATION OFF SITE

4. Introduction

- 4.1 Documentation shall be issued to third parties off site by the Construction Sub-contractor for, inter alia, the following purposes:

- (a) building control approval by East Staffordshire Borough Council or its successor (the "Local Authority");
- (b) discharge consents by the Environment Agency;
- (c) road adoption by the Director of Planning, Transportation and Environmental Services, Staffordshire County Council;
- (d) supplier/sub-contractor procurement by the Construction Sub-contractor;
- (e) development of design and design co-ordination by his consultants, sub-contractors and suppliers; and
- (f) co-ordination with the Employer's Agent, CDM co-ordinator, Independent Engineer and the Banks' technical representative.

Documentation shall also be produced off Site by the Construction Sub-contractor's consultants and suppliers who have a responsibility for design.

5. Building Control Approval

- 5.1 The Construction Sub-contractor shall be dealing directly with the Local Authority for Building Control, Fire and Environmental Health approvals.

The following procedures will be adopted, subject to obtaining the consent of the Local Authority:

- 5.2 Plan Vetting Stage:

- 5.2.1 only named officers of the Local Authority will deal with the application;
- 5.2.2 documentation relating to Building Control Approval shall be kept securely either at the Local Authority offices or on site.

Secure areas will be provided for the inspection of plans by Local Authority staff and other named consultees;

- 5.2.3 while the secure area is located at the Local Authority offices, the delivery and collection of Documentation to the Local Authority shall be made by hand and signed for by an approved signatory;
 - 5.2.4 once Building Control Approval has been given, if the secure area continues to be located at the Local Authority offices, the Documentation will be returned by the Local Authority to the Construction Sub-contractor. Access to the plans will be made available to named Local Authority staff for any further scrutiny arising out of the construction of the Prison on Site;
 - 5.2.5 the Contractor will endeavour to obtain approval for similar arrangements to those set out in this paragraph 5 of this Schedule N (***Management and Control of Documentation***) for Building Control Approval for other third parties should the need arise.
- 5.3 Site Inspections:
- 5.3.1 Facilities on Site will be allowed to the named officers of the Local Authority when carrying out inspections.
 - 5.3.2 All approved Documentation will be stored on Site in a lockable cabinet. Keys will be kept with registered holders and a log maintained for authorised access.

6. Sub Contractor/Supplier Procurement

- 6.1 The Construction Sub-contractor will issue Documentation to tenderers for tendering purposes. Each tenderer's scope of works will be fully assessed before tendering by the Construction Sub-contractor and only Documentation required for tender pricing will be released to that tenderer.
- 6.2 Security and Confidentiality Procedures:
 - 6.2.1 The Contractor and its principal sub-contractors will ensure that when an original Document is reproduced, sub-contract and supply tenderers will be briefed on the importance of all issues relating to confidentiality and security of Documentation prior to tendering. Each tenderer shall enter into a confidentiality agreement in the form set out in Appendix A to this Schedule N (***Management and Control of Documentation***) (The "Confidentiality Agreement") with the principal Sub-contractors prior to release by them of any Documentation to that tenderer.
 - 6.2.2 Tenderers will be required to brief their own consultants, sub-contractors and suppliers regarding confidentiality and security who in turn will also be required to enter into a confidentiality agreement in a similar form to the Confidentiality Agreement with the tenderer concerned.
 - 6.2.3 Hard copies of all Documentation will be issued by the Construction Sub-Contractor under cover of a Transmittal Note which shall identify the Documentation and its unique identification reference in the form similar to that set out in Appendix B (see paragraph 6.2.4 of this Schedule N (***Management and Control of Documentation***)).

- 6.2.4 All Documentation issued will be stamped and given a unique identification reference as below:



DATE:

PURPOSE OF ISSUE:

ISSUED TO:

REFERENCE NO:

- 6.2.5 The Documentation issued for tender will be returned to the Construction Sub-contractor by unsuccessful tenderers or formally confirmed as having been destroyed. Returned Documentation will be recorded against that issued and destroyed.
- 6.2.6 Receipt of Documentation issued by the Construction Sub-contractor to third parties will be required to be acknowledged to the Construction Sub-contractor.
- 6.2.7 The procedures set out in this Schedule and any others which may be developed relating to security and/or confidentiality, will be incorporated within the Construction Sub-contractor's overall Project Quality Plan as part of the Quality System and as such will be subject to periodic audit by the Construction Sub-contractor, the Contractor and the Independent Engineer.

7. Design Development and Documentation produced off Site

- 7.1 The Contractor shall procure that the Construction Sub-contractor imposes a contractual obligation on its sub-contractors and suppliers who have design responsibility so that these sub-contractors operate a security and confidentiality system which is equivalent to the provisions set out in paragraph 6 of this Schedule N (***Management and Control of Documentation***). The sub-contractors' system shall be capable of audit by the Construction Sub-contractor.
- 7.2 The sub-contractors and suppliers with design responsibility will be required to appoint a named security officer to implement and oversee the security and confidentiality procedures required in accordance with paragraph 7.1 of this Schedule N (***Management and Control of Documentation***).

CONTROL OF DOCUMENTATION ON SITE

8. Access & Egress

- 8.1 All personnel entering the Site will be directed to a designated and secure compound. A pass system will be in operation during normal working hours.

- 8.2 A system of checks will be implemented to monitor transfer of Documentation. Documentation being removed from the work area will require written authorisation. Unauthorised transfer will be reported to the Construction Sub-contractor Site Management and appropriate action to ensure security and confidentiality will be taken.

9. Site Office Security

- 9.1 The Construction Sub-contractor's site office complex will be secured outside normal working hours. All offices and entry points will be regularly patrolled by security guards.
- 9.2 A similar level of security will apply to any sub-contractor's Site offices situated remote from the Construction Sub-contractor's offices.

10. Document Security Procedures

- 10.1 All consultants, sub-contractors and suppliers with an office presence on site will be required to appoint a named security officer who will be responsible for implementing procedures for Documentation security on site with assistance from the Construction Sub-contractor Documentation Security Officer.

11. Site Photographs

- 11.1 The use of cameras and videos on Site will only be with the permission of the Contractor. The development of authorised photographs will be subject to security and confidentiality procedures and may be carried out only by laboratories approved by the Authority.

GENERAL

12. Movement of Documents

- 12.1 The movement of Documentation shall be controlled and a detailed log shall be kept identifying document, number, person receiving, reason and confirmation of receipt.

13. Loss of Documents

- 13.1 Sub-contractors and suppliers shall report immediately to the Construction Sub-contractor's Documentation Security Officer the loss of any Documentation stating details of the loss and what measures are being adopted to secure its recovery.

14. Archiving

- 14.1 The Construction Sub-contractor shall continue to safeguard and secure Documentation after completion of the construction works. At completion of the Construction Works, the Contractor shall agree with the Authority in writing what Documentation shall be kept or destroyed and, if kept, the Construction Sub-contractor shall continue to keep it secure in a manner approved by the Authority.

Part 1b - Control of Documentation During Design and Construction of The Houseblock Works

1. The Documentation

During the design and construction of the Houseblock, certain documentation shall be produced by or for the Houseblock Construction Sub-contractor. For the purpose of Part 1 of this Schedule (***Management and Control of Documentation***), documentation shall be defined as any item or document which relates to the Houseblock (the ***Documentation***) and shall, without limitation, include all such documents which relate to the design, construction and commissioning of the Houseblock, including, whether as hard copy or electronic data:

- drawings;
- specifications;
- reports;
- bills of quantities;
- standards;
- schedules;
- data sheets;
- presentation brochures;
- photographs; and
- other information, including:
 - models; and
 - samples.

2. Security and Confidentiality Of Documentation

- 2.1 The Documentation constitutes a security risk. The following procedures are designed to control and monitor the issue, use and return of the Documentation issued by the Houseblock Construction Sub-contractor and his sub-contractors and suppliers to third parties both on and off Site and the security of Documentation both on and off Site.
- 2.2 The Contractor shall procure that the Documentation is managed and controlled by the Houseblock Construction Sub-contractor and his sub-contractors and suppliers in the manner set out in this Schedule.
- 2.3 The Contractor shall use reasonable endeavours to ensure that Documentation shall only be issued for off-site review where it is absolutely necessary.

3. Documentation Security Officer

- 3.1 The Houseblock Construction Sub-contractor shall appoint a named person as Documentation Security Officer (the ***Documentation Security***

Officer) who shall be located on Site. The Documentation Security Officer will be responsible for the security of all Documentation. He will be the focal point for all matters relating to Documentation security and will ensure the awareness of obligations imposed by the Confidentiality Agreement (see paragraph 6.2.1 of this Schedule N (**Management and Control of Documentation**) below) on all parties issued with Documentation.

CONTROL OF DOCUMENTATION OFF SITE

4. Introduction

4.1 Documentation shall be issued to third parties off site by the Houseblock Construction Sub-contractor for, inter alia, the following purposes:

- (a) building control approval by East Staffordshire Borough Council or its successor (the "Local Authority");
- (b) discharge consents by the Environment Agency;
- (c) road adoption by the Director of Planning, Transportation and Environmental Services, Staffordshire County Council;
- (d) supplier/sub-contractor procurement by the Houseblock Construction Sub-contractor;
- (e) development of design and design co-ordination by his consultants, sub-contractors and suppliers; and
- (f) co-ordination with the Employer's Agent, Planning Supervisor, Independent Engineer and the Banks' technical representative.

Documentation shall also be produced off Site by the Houseblock Construction Sub-contractor's consultants and suppliers who have a responsibility for design.

5. Building Control Approval

5.1 The Houseblock Construction Sub-contractor shall be dealing directly with the Local Authority for Building Control, Fire and Environmental Health approvals.

The following procedures will be adopted, subject to obtaining the consent of the Local Authority:

5.2 Plan Vetting Stage:

- 5.2.1 only named officers of the Local Authority will deal with the application;
- 5.2.2 documentation relating to Building Control Approval shall be kept in a lockable room either at the Local Authority offices or on site (the "Building Control Approval Room").

This room will be suitable for the inspection of plans by Local Authority staff and other named consultees;

5.2.3 while the Building Control Approval Room is located at the Local

Authority offices, the delivery and collection of Documentation to the Local Authority shall be made by hand and signed for by an approved signatory;

- 5.2.4 once Building Control Approval has been given, if the Building Control Approval Room continues to be located at the Local Authority offices, the Documentation will be returned by the Local Authority to the Houseblock Construction Sub-contractor. Access to the plans will be made available to named Local Authority staff for any further scrutiny arising out of the construction of the Prison on Site;
- 5.2.5 the key to the Building Control Approval Room will be kept with registered holders and a log maintained for authorised access;
- 5.2.6 the Contractor will endeavour to obtain approval for similar arrangements to those set out in this paragraph 5 of this Schedule N (***Management and Control of Documentation***) for Building Control Approval for other third parties should the need arise.

5.3 Site Inspections:

- 5.3.1 Facilities on Site will be allowed to the named officers of the Local Authority when carrying out inspections.
- 5.3.2 All approved Documentation will be stored on Site in a lockable cabinet within a dedicated room. Keys will be kept with registered holders and a log maintained for authorised access.

6. Sub Contractor/Supplier Procurement

- 6.1 The Houseblock Construction Sub-contractor will issue Documentation to tenderers for tendering purposes. Each tenderer's scope of works will be fully assessed before tendering by the Houseblock Construction Sub-contractor and only Documentation required for tender pricing will be released to that tenderer.
- 6.2 Security and Confidentiality Procedures:
 - 6.2.1 The Contractor and its principal sub-contractors will ensure that when an original Document is reproduced, sub-contract and supply tenderers will be briefed on the importance of all issues relating to confidentiality and security of Documentation prior to tendering. Each tenderer shall enter into a confidentiality agreement in the form set out in Appendix A to this Schedule N (***Management and Control of Documentation***) (The "Confidentiality Agreement") with the principal Sub-contractors prior to release by them of any Documentation to that tenderer.
 - 6.2.2 Tenderers will be required to brief their own consultants, sub-contractors and suppliers regarding confidentiality and security who in turn will also be required to enter into a confidentiality agreement in a similar form to the Confidentiality Agreement with the tenderer concerned.
 - 6.2.3 All Documentation will be issued by the Houseblock Construction Sub-Contractor under cover of a Transmittal Note which shall identify the Documentation and its unique identification reference

in the form set out in Appendix B (see paragraph 6.2.4 of this Schedule N (***Management and Control of Documentation***)).

- 6.2.4 All Documentation issued will be stamped and given a unique identification reference as below:



DATE:
PURPOSE OF ISSUE:
ISSUED TO:
REFERENCE NO:

- 6.2.5 The Documentation issued for tender will be returned to the Houseblock Construction Sub-contractor by unsuccessful tenderers or formally confirmed as having been destroyed. Returned Documentation will be recorded against that issued and destroyed.

- 6.2.6 Receipt of Documentation issued by the Houseblock Construction Sub-contractor to third parties will be required to be acknowledged in writing to the Houseblock Construction Sub-contractor. A return slip will be incorporated within the Transmittal Note for this purpose. The Documentation Security Officer will investigate non-returns of acknowledgement slips.

- 6.2.7 The procedures set out in this Schedule and any others which may be developed relating to security and/or confidentiality, will be incorporated within the Houseblock Construction Sub-contractor's overall Project Quality Plan as part of the Quality System and as such will be subject to periodic audit by the Houseblock Construction Sub-contractor, the Contractor and the Independent Engineer.

7. Design Development and Documentation produced off Site

- 7.1 The Contractor shall procure that the Houseblock Construction Sub-contractor imposes a contractual obligation on its sub-contractors and suppliers who have design responsibility so that these sub-contractors operate a security and confidentiality system which is equivalent to the provisions set out in paragraph 6 of this Schedule N (***Management and Control of Documentation***). The sub-contractors' system shall be capable of audit by the Construction Sub-contractor.
- 7.2 The sub-contractors and suppliers with design responsibility will be required to appoint a named security officer to implement and oversee the security and confidentiality procedures required in accordance with paragraph 7.1 of this Schedule N (***Management and Control of Documentation***).

CONTROL OF DOCUMENTATION ON SITE

8. Access & Egress

- 8.1 All personnel entering the Site will be directed to a designated and secure compound. A pass system will be in operation during normal working hours.
- 8.2 A system of checks will be implemented to monitor transfer of Documentation. Documentation being removed from the work area will require written authorisation. Unauthorised transfer will be reported to the Houseblock Construction Sub-contractor Site Management and appropriate action to ensure security and confidentiality will be taken.

9. Site Office Security

- 9.1 The Houseblock Construction Sub-contractor's site office complex will be secured outside normal working hours. All offices and entry points will be regularly patrolled by security guards.
- 9.2 A similar level of security will apply to any sub-contractor's Site offices situated remote from the Houseblock Construction Sub-contractor's offices.

10. Document Security Procedures

- 10.1 All consultants, sub-contractors and suppliers with an office presence on site will be required to appoint a named security officer who will be responsible for implementing procedures for Documentation security on site with assistance from the Houseblock Construction Sub-contractor Documentation Security Officer.

11. Site Photographs

- 11.1 The use of cameras and videos on Site will only be with the permission of the Contractor. The development of authorised photographs will be subject to security and confidentiality procedures and may be carried out only by laboratories approved by the Authority.

GENERAL

12. Movement of Documents

- 12.1 The movement of Documentation shall be by hand, by Recorded Delivery or by secure electronic transmission and a detailed log shall be kept identifying document, number, person receiving, reason and confirmation of receipt.

13. Loss of Documents

- 13.1 Sub-contractors and suppliers shall report immediately to the Houseblock Construction Sub-contractor's Documentation Security Officer the loss of any Documentation stating details of the loss and what measures are being adopted to secure its recovery.

14. Archiving

- 14.1 The Houseblock Construction Sub-contractor shall continue to safeguard and secure Documentation after completion of the construction works. At completion of the Houseblock Works, the Contractor shall agree with the

Authority in writing what Documentation shall be kept or destroyed and, if kept, the Houseblock Construction Sub-contractor shall continue to keep it secure in a manner approved by the Authority.

Part 2

Control of Documents after Actual Main Opening Date

1. Introduction

- 1.1 During the course of the Contract the Contractor may enter into building, engineering and maintenance contracts for the Prison. Security requirements for Documentation will arise from the need for the Contractor to control risk at all times to prevent a breach or compromise of security as a direct result of the execution of building, engineering or maintenance works.
- 1.2 The conditions set out below apply to building, engineering and maintenance works which take place after the Actual Main Opening Date and shall be strictly observed by the Contractor, its employees, its sub-contractors and all others under its direction from the start to the completion of the building, engineering or maintenance works.
- 1.3 The Contractor is entitled to sub-contract building, engineering and maintenance contracts for the Prison to the Operating Sub-contractor or other suitably qualified sub-contractors. If the Contractor does so sub-contract, the Contractor shall include in its sub-contract similar but no less strict obligations regarding document security.

2. Security of Documents

- 2.1 All documents used in the implementation of building, engineering or maintenance contracts constitute a security risk. Documents which may be issued to sub-contractors by the Contractor shall remain at all time the property of the Contractor and on completion of the building, engineering or maintenance works shall be returned to the Contractor. Thereafter, the documents shall be kept securely by the Contractor or shall be certified by the Contractor as having been destroyed in a secure manner.
- 2.2 The security requirements are required in order to prevent information detrimental to the security of the Prison coming into the possession of unauthorised persons and at the same time to establish an audit trail of document movement as well as a consciousness of the need for security.
- 2.3 The Contractor shall procure that its sub-contractors shall comply with the following requirements regarding documents used in the execution of any building, engineering or maintenance contract.
- 2.4 The Contractor shall be responsible at all times for the security of all documents. In this context the term "Documents" shall mean any and every item of Documentation as described in clause 1 of Part 1 to this Schedule, whether in hard copy or as electronic data.

3. Requirements for Security of Documents

- 3.1 A named person, appointed by the Contractor to act as the Contractor's Security Manager (the ***Security Manager***), shall be provided at the Prison for the whole of the duration of the Contract and shall be responsible for security of Documents at the Prison. The person shall be accountable for the control of all Documents relating to building, engineering or maintenance works and in particular shall record the whereabouts of each individual document. The person shall set up a management system of security, control and monitoring of Documents and the Contractor shall demonstrate to the Authority the operation of the system. When the Authority is satisfied that the system is satisfactory, it shall confirm its approval in writing.
- 3.2 The Contractor shall notify all personnel handling Documents of the requirements and procedures for maintaining security. The Contractor shall notify all persons having an interest in any building, engineering or maintenance contract of the particular requirements imposed regarding Document security.
- 3.3 The movement of Documents shall be by hand, by Recorded Delivery or by secure electronic transmission and a detailed log shall be kept identifying document number, person receiving, reason and confirmation of receipt.
- 3.4 The Security Manager shall be responsible for the issue of Documents to sub-contractors in any building, engineering or maintenance contract.
- 3.5 The Contractor shall be responsible for ensuring that Documents issued to others are returned to him.
- 3.6 The Security Manager shall arrange for the secure destruction and recording of any Documents which are no longer required, have been superseded or are extra to the Contractor's requirements.
- 3.7 The Contractor shall provide at the Prison secure, lockable computers, cabinets and cupboards used for storing Documents and these shall be locked at all times when not in use and secured at all times when unoccupied.
- 3.8 At the completion of the building, engineering or maintenance works, the Contractor shall obtain from all sub-contractors the returnable Documents issued to and created by other parties and shall remind them of the contractual obligations required of them as regards security.
- 3.9 The Contractor shall continue to safeguard and secure Documents after completion of building, engineering or maintenance works. At completion of the building, engineering or maintenance works, the Contractor shall agree with the Authority in writing what Documentation shall be kept or destroyed and, if kept, the Contractor shall continue to keep it secure in a manner agreed with the Authority. At the expiry of the Contract Term, the Contractor shall agree with the Authority in writing what Documents shall be delivered to the Authority and what Documents shall be destroyed in a safe manner.

Part 3

Document Issue to the Authority

The documents tabulated in Table 1 below shall be issued to the Authority by the Contractor. Documents designated for the Independent Engineer shall be issued within seven (7) days of the request of the Independent Engineer to the Contractor, or in sufficient time to allow the Independent Engineer to discharge its duties and responsibilities under the Contract, whichever is the lesser period.

All other documents shall be issued by the Contractor as soon as they become available, but not later than one (1) month after the Actual Main Opening Date. Where changes to the Schedule A Works are undertaken by the Contractor after issue of the Engineer's Declaration, as-built records will be updated by the Contractor and distributed;

- (a) to the Controller in paper copy, those documents required by him in Table 1,
- (b) to the Authority in electronic form, two copies of those documents listed in Part 4 to this Schedule,




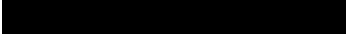






















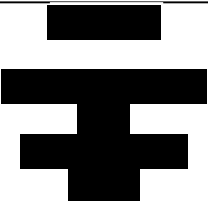




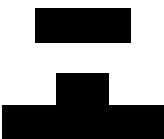










unless otherwise mutually agreed between the Contractor and the Authority.

Updated records shall be issued, accompanied by a register of changes, no later than one month after completion of the works undertaken for each change.

TABLE 1

Documentation needs for the Authority's on Site Representatives

DOCUMENT DESCRIPTION	ISSUE TO	COPIES	SIZE	PURPOSE
[REDACTED]	[REDACTED] [REDACTED]	1	1	[REDACTED]
[REDACTED] [REDACTED]	[REDACTED]	1	1	[REDACTED]
		1	1	[REDACTED]
[REDACTED] [REDACTED]	[REDACTED]	1	1	[REDACTED]
[REDACTED] [REDACTED]	[REDACTED]	1	1	[REDACTED]
[REDACTED] [REDACTED]	[REDACTED]	1	1	[REDACTED]
		1	1	[REDACTED]
[REDACTED] [REDACTED]	[REDACTED]	1	1	[REDACTED]
		1	1	[REDACTED]
[REDACTED] [REDACTED]	[REDACTED]	1	1	[REDACTED]



Documentation held on site by the Contractor.

Part 4a

As Built Drawings, Maintenance and Operating Manuals

- (A) Not later than one month after the Actual Main Opening Date, the Contractor shall issue to the Authority's off-site representative 2 No. replicas of the Health and Safety File, as produced to satisfy current CDM Regulations.

Where appropriate and available these are to be in electronic form to suit the requirements of HM Prison Service for the archiving of Health and Safety Files, as defined in Appendix C to this Schedule N (***Management and Control of Documentation***).

It is envisaged that the contents of the Health and Safety File will be as Tables 2, 3 and 4 following: -

TABLE 2

DOCUMENT DESCRIPTION	ISSUE TO	COPIES	SIZE	PURPOSE
[REDACTED]	[REDACTED]	1	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]			
[REDACTED]	[REDACTED]			
[REDACTED]	[REDACTED]			
[REDACTED]	[REDACTED]	1	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]			
[REDACTED]	[REDACTED]			

TABLE 3








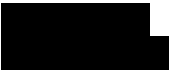





	TABLE 3			
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TABLE 4

<div>[REDACTED]</div>	<div>[REDACTED]</div>	<div>[REDACTED]</div>	<div>[REDACTED]</div>	<div>[REDACTED]</div>
<div>[REDACTED]</div>	<div>[REDACTED]</div>	<div>[REDACTED]</div>	<div>[REDACTED]</div>	<div>[REDACTED]</div>
<div>[REDACTED]</div> <div>[REDACTED]</div>	<div>[REDACTED]</div>	<div>[REDACTED]</div>	<div>[REDACTED]</div>	<div>[REDACTED]</div>
<div>[REDACTED]</div>	<div>[REDACTED]</div>	<div>[REDACTED]</div>	<div>[REDACTED]</div>	<div>[REDACTED]</div>
<div>[REDACTED]</div>	<div>[REDACTED]</div>	<div>[REDACTED]</div>	<div>[REDACTED]</div>	<div>[REDACTED]</div>

<div data-bbox="236 226 533 264" style="background-color: black; width: 186px; height: 17px; margin-bottom: 10px;"></div> <div data-bbox="236 421 624 521" style="background-color: black; width: 243px; height: 45px;"></div>	<div data-bbox="649 257 804 295" style="background-color: black; width: 97px; height: 17px;"></div>	<div data-bbox="919 257 940 295" style="background-color: black; width: 13px; height: 17px;"></div>	<div data-bbox="1011 257 1166 295" style="background-color: black; width: 97px; height: 17px;"></div>	<div data-bbox="1203 257 1302 295" style="background-color: black; width: 62px; height: 17px;"></div>
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B) Where such documents are not provided in accordance with Tables 2, 3 and 4 of this Schedule, copies of the following documents will be provided to the Authority within one month of the Actual Main Opening Date. This list shall be adapted as appropriate.

2 No. copies of each item are required in electronic form, in a similar format to the Health and Safety File.

1. Architects Drawings

Floor and roof plans (all levels)

Elevations

General Sections

Official representative detailed sections 1:20, 1:10 of walls, roof, openings, gutters etc.

External works, landscaping, etc.

Detailed plans of typical critical areas, cells, etc.

Drainage and services layout (external)

2. Documents and Approvals

Outline specification

Schedule of finishes and colours

List of main sub-contractors and suppliers with contact names and addresses, to include:

Concrete blocks

Bricks

Pre-cast concrete units

Lifts

Mechanical Installation

Heating Installation

Electrical Installation

Security and alarm installations, including guard tour

Landscaping/planting

Specialist finishes

Windows/rooflights/glazing

Doors

Ironmongery

Roofing and cladding

In-site concrete records

Electrical test certificate

Planning and Building Regulation approvals

Maintenance contracts proposed for:

Lifts

Heating

External landscaping

Fire alarm and emergency lighting

Security installations

BMS

Sewage pumping system

Fire alarm test certificate

Drain test certificate or letter of confirmation of test witnessed by
Construction Sub-contractor

Product guarantee and warranties (where available for original suppliers)

List of practice names and addresses, telephone numbers and
partners/directors involved for:

Architects

Consulting Structural Engineer

Consulting Services Engineer

Consulting Public Health Engineer

Any "design & install" elements

3. Services Information

Operating and maintenance manuals for:

Heating

Plumbing

Lighting

Electrical distribution

Fire and security alarm installations

BMS

Sewage pumps and macerators

Manuals to include:

Full set of service drawings

List of public utilities' addresses; emergency and contact telephone numbers

Index and referencing of sections

Schedule of plant, detailing for all items:

Location, type and size

Manufacturer's name and address

Rating or duty

Serial number

Order number

Detailed description of operating procedures to enable starting up, running and shutting down each system. Description of programmer operations and method for adjusting/resetting timings and temperatures, both centrally and locally.

Explanation of alarm/failure indications and check list of appropriate actions (including emergency procedure and contacts).

List of recommended spares and lubricants (to include list of those spares actually provided at practical completion).

Copies of electrical and mechanical test certificates, e.g. chlorination certificate, pressure tests and commissioning reports.

Detailed step by step instructions on periodic tests required on plant, e.g. emergency stand-by generators, emergency lighting, fire/security systems.

A timetable for all routine servicing, testing and maintenance of all systems, setting out in clear tabular form all weekly, monthly, quarterly, etc., operations necessary to operate the systems in optimum condition.

4. Structural Engineering Drawings

General arrangement drawings of:

Foundations

Frame/load bearing walls

Floors

Roof

Retaining structures

Statement of design floor and roof loadings

Drawings of typical precast elements and their connexions

Trial pit and borehole records

Part 4b

As Built Drawings, Maintenance and Operating Manuals for the Houseblock

- (A) Not later than one month after the Actual Houseblock Opening Date, the Contractor shall issue to the Authority's off-site representative 2 No. replicas of the Health and Safety File, as produced to satisfy current CDM Regulations.

Where appropriate and available these are to be in electronic form to suit the requirements of HM Prison Service for the archiving of Health and Safety Files, as defined in Appendix C to this Schedule N (*Management and Control of Documentation*).

It is envisaged that the contents of the Health and Safety File will be as Tables 2, 3 and 4 following: -

TABLE 2

DOCUMENT DESCRIPTION	ISSUE TO	COPIES	SIZE	PURPOSE
Introduction to the Parallel Health [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED]	1	[REDACTED]	[REDACTED]
[REDACTED] [REDACTED] [REDACTED]	[REDACTED]	1	[REDACTED]	[REDACTED]

TABLE 3

TABLE 4

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED] [REDACTED] requirements of Schedule C	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED] e [REDACTED]

Mechanical Installation

Heating Installation

Electrical Installation

Security and alarm installations, including guard tour

Landscaping/planting

Specialist finishes

Windows/rooflights/glazing

Doors

Ironmongery

Roofing and cladding

In-site concrete records

Electrical test certificate

Planning and Building Regulation approvals

Maintenance contracts proposed for:

Lifts

Heating

External landscaping

Fire alarm and emergency lighting

Security installations

BMS

Sewage pumping system

Fire alarm test certificate

Drain test certificate or letter of confirmation of test witnessed by Construction Sub-contractor

Product guarantee and warranties (where available for original suppliers)

List of practice names and addresses, telephone numbers and partners/directors involved for:

Architects

Consulting Structural Engineer

Consulting Services Engineer

Consulting Public Health Engineer

Any "design & install" elements

3. Services Information

Operating and maintenance manuals for:

Heating

Plumbing

Lighting

Electrical distribution

Fire and security alarm installations

BMS

Sewage pumps and macerators

Manuals to include:

Full set of service drawings

List of public utilities' addresses; emergency and contact telephone numbers

Index and referencing of sections

Schedule of plant, detailing for all items:

Location, type and size

Manufacturer's name and address

Rating or duty

Serial number

Order number

Detailed description of operating procedures to enable starting up, running and shutting down each system. Description of programmer operations and method for adjusting/resetting timings and temperatures, both centrally and locally.

Explanation of alarm/failure indications and check list of appropriate actions (including emergency procedure and contacts).

List of recommended spares and lubricants (to include list of those spares actually provided at practical completion).

Copies of electrical and mechanical test certificates, e.g. chlorination certificate, pressure tests and commissioning reports.

Detailed step by step instructions on periodic tests required on plant, e.g. emergency stand-by generators, emergency lighting, fire/security systems.

A timetable for all routine servicing, testing and maintenance of all systems, setting out in clear tabular form all weekly, monthly, quarterly, etc., operations necessary to operate the systems in optimum condition.

4. Structural Engineering Drawings

General arrangement drawings of:

Foundations

Frame/load bearing walls

Floors

Roof

Retaining structures

Statement of design floor and roof loadings

Drawings of typical precast elements and their connexions

Trial pit and borehole records

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]
TRANSMITTAL NOTE
ISSUED FOR INFORMATION

Ref:

Date:

To:

From:

[REDACTED]

For the attention of:

RE:

[REDACTED]

Doc Origin:

The following documents are enclosed for your attention. Please sign and return original copy of this issue slip.

ISSUED FOR INFORMATION

Document Number(s)	Revn	Qty	Media	Size Issued	Orig. Doc. Size
Title:					

THE ATTACHED DOCUMENTS ARE TO BE RETURNED/DESTROYED IN ACCORDANCE WITH THE CONFIDENTIALITY AGREEMENT

We enclose for you the listed documents. It is a requirement that all the listed documents be returned to [REDACTED] or destroyed when superseded.

Please therefore sign Section B of this document and immediately return a copy to the Security Manager/Documentation Security Officer at the address above as confirmation of receipt of the listed documents.

Please note that you are responsible at all times for the security of these documents (and any other related documents) whilst they are in your possession, or in the possession of any of your sub-contractors/agents, and will be required when taking documents outside your office to log the details (identifying the document, number, person and reason) and to return them safely.

You are to immediately inform the Document Control Officer at the address above should any of the documents become lost.

You are further reminded that the Confidentiality Agreement in existence between us is particularly relevant to these documents.

Section B

Recipient to immediately sign and return the original copy to the [REDACTED]
[REDACTED] and retain a copy.

Signed _____ Name _____ Date _____

Name:

Position:

Signed: _____

On behalf of: 

Section C

Recipient to sign and return/destroy the above (initialled in section A) documents.

Signed _____
(Recipient)

Date _____

Name _____
(Print)

Date destroyed _____

APPENDIX C

HM PRISON SERVICE

Archiving of Health and Safety Files

Introduction

CDM regulations require that a health and safety file be kept on buildings. This file is to be kept up to date with all work and alterations carried out on the building throughout its life. The file is started during construction of the building by the planning supervisor. The original paper file produced is to be kept by the HOWS at the Establishment and is to be kept up to date by the HOWS. A duplicate file is to be made on CD-ROM which is to be kept at Prison Service HQ.

Format of Health and Safety File on CD-ROM

The Health and Safety file on CD-ROM is to contain copies of all the information held in the paper Health & Safety file as issued to the HOWS. Also the "as Built" and "as installed" drawings relating to the building must be appended to the CD.

CONTENTS OF CD-ROM		
Item	Description	Format
■		
■		

Scanning

All files should be scanned in CCITT TIFF Group 4 monolithic - LSB format at 300 dpi. All images should be deskewed, cropped to page size boundary and despeckled if appropriate. Images should read text at normal orientation.

Acrobat Format Files

The TIFF files should be converted into single page PDF (Acrobat v3 format) for each manual/book/binder supplied. Where page count is over 100 then they may be broken down into smaller files, one per chapter or similar division. All files should be optimised and with no downsampling of the images done.

Acrobat files should be set up as follows:

1. Document Information Fields

The title should contain the document number or code reference, e.g. **HMP 101/234**, as instructed by the Project Manager.

The subject field should contain the document description:

The Author field should contain the publisher details e.g. ***Name of CDM co-ordinator***

The keywords field should contain abstract words about the file e.g. ***Health & Safety manual HMP Dovegate***

Key words should be no more than 10, each separated by a space.

2. Document Open Setting

This should be set to full single first page with bookmarks displayed.

3. Thumbnails

These should be created for all pages.

4. OCR Capture

All text pages (not DWG's or other graphic only pages) should be OCR full text searchable and converted as "Image + Hidden text".

5. File Names

These should be set as an 8 character sequential number e.g. 00000023.PDF.

Details of the next batch file number will be supplied by HM Prison Service with each order, refer to the Project Manager.

6. Bookmarks

Bookmarks should be set in each file relating to chapter, file tabs or other similar headings. They should be nested if appropriate.

7. Indexing

If the files are to be supplied as "self contained" archive set on a single CD-ROM then all files on the CD should be indexed using Acrobat Catalogue v3 and the index files written onto the CD with other Files as follows:

Directory:	Index	contains Acrobat index files
	Files	contains PDF files
	dwgs	contains PDF and tiff images of any drawings
	Acrobat	contains v3 Acrobat reader and search engine
	AutoCAD	contains DWG files

8. Drawings

Where large format drawings i.e. over A3 size, are supplied within a manual then these should be scanned and converted into "non OCR-captured", not bookmark PDF files and placed in a separate DWGS directory (see above) on the CD-ROM. All other settings should be the same.

Any drawings supplied as AutoCAD DWG files are to be saved into their own separate AutoCAD directory.

CD-ROM's

2 number CD-ROM's are to be produced for each Health and Safety manual. One copy is to be given to the CAD manager Construction Unit, Abell House. The other is to be sent to off-site storage.

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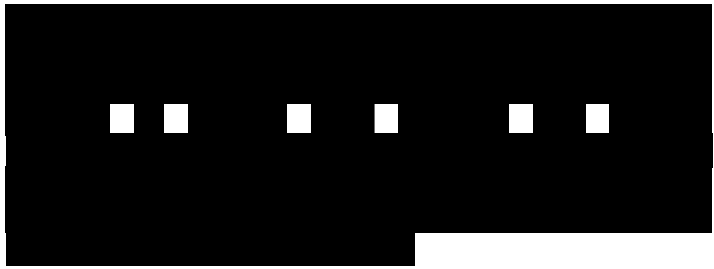
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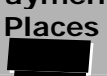
[REDACTED]

██████████

© 2006 The Authors

15 JULY 2005

MORETON PRISON SERVICES LTD
Month/Year _____

Date	No. of Available Places 	Fixed Availability Fee	Indexed Availability Fee	Indexed Costs Fee	Indexed Utility Fee	No. of Available Places 	No. of Variable Payment Places 	Variable Payment	Payable Total
1									
2									
3									
4									
5									
6									
7									
8									
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10									
11									
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								Escort Fee:	
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MORETON PRISON SERVICES LTD
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Month/Year _____

Date	No. of Available Places [REDACTED] [REDACTED]	Bo. of Available Places [REDACTED] [REDACTED]	Total No. of Available Places	Fixed Availability Fee	Indexed Availability Fee	Indexed Costs Fee	Payable Total
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3							
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Sub-Total							
						Escort Fee:	
						TOTAL	

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1. *Journal of the American Medical Association*, 2000; 284: 2689-2695.

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MORETON PRISON SERVICES LTD
Month/Year _____

Date	No. of Available Places [REDACTED]	Fixed Availability Fee	Indexed Fee	Indexed Costs Fee	Indexed Utility Fee	No. of Available Places [REDACTED]	No. of Variable Payment Places [REDACTED]	Variable Payment	No. of Variable Payment Places [REDACTED] Local Prisoners	Variable Payment - Local Prisoners	Payable Total
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Sub Total											
								Escort Fee:			
								TOTAL			

MORETON PRISON SERVICES LTD

TC

Month/Year _____

Date	No. of Available Places		Total No. of Available Places	Fixed Availability Fee	Indexed Availability Fee	Indexed Costs Fee	Payable Total
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2							
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SCHEDULE Q

Excusing Causes

1. Principles

- 1.1 If an Excusing Cause interferes adversely with, or causes a failure of, the performance of the Custodial Service and/or causes the occurrence of a Performance Measure then (subject to the provisions of this Schedule Q (*Excusing Causes*)) to the extent such failure or interference or occurrence of a Performance Measure arises as a result of such Excusing Cause:
- (a) such failure by the Contractor to perform, and any poor performance of, any affected Custodial Service shall not constitute a breach of the provisions of this Contract by the Contractor;
 - (b) such interference shall be taken account of in measuring the performance of any affected Custodial Service in accordance with the Performance Measurement System, which shall be operated as though the relevant Custodial Service had been performed free from such adverse interference; and
 - (c) any such Performance Measure shall be deemed not to have occurred,
- so that the Contractor shall be entitled to payment under this Contract as if there had been no such interference with the Custodial Service.
- 1.2 Without prejudice to Clause 5 (*Insurance*), the Contractor shall not be entitled to any payment which would not have been due under this Contract but for paragraph 1.1 above to the extent that the Contractor is or should be able to recover under any policy of insurance required to be maintained in accordance with this Contract (whether or not such insurance has in fact been effected or, if effected, has been vitiated as a result of any act or omission of the Contractor (or any sub-contractor of the Contractor), including but not limited to non-disclosure or under-insurance) or any other policy of insurance which the Contractor has taken out and maintained.
- 1.3 The Contractor shall take all reasonable steps to mitigate the consequences of an Excusing Cause on the Contractor's ability to perform its obligations under this Contract. To the extent that the Contractor does not take such steps, the Contractor shall not be entitled to, and shall not receive, the relief specified in paragraph 1.1 above.
- 1.4 The Contractor shall not be entitled to and shall not receive any relief as specified in paragraph 1.1 above to the extent that the relief sought is in excess of relief

specified or agreed between the parties pursuant to this Schedule Q (***Excusing Causes***).

2. Procedure for agreeing nature of relief

- 2.1 The parties agree that, as at the date of the Amending Agreement, it is not possible to state the duration of relief sought for each Excusing Cause listed in Table 1 below.
- 2.2 The parties further agree that the description of the Excusing Causes listed in Table 1 below is not definitive and cannot be agreed in advance of detailed design work. As such, the precise impact of the events in the table below upon the operation of the Prison cannot be assessed, nor the extent of relief confirmed, until after the date of the Amending Agreement.
- 2.3 To continue to receive payment under this Contract, the Contractor shall as soon as practicable, and in any event within seven (7) days after it became aware that the Excusing Cause will adversely interfere with or cause a failure of the performance of the Custodial Service and/or cause the occurrence of a Performance Measure, provide to the Authority a description of such element of the Houseblock Works at a level of detail sufficient to inform an assessment of their likely impact upon the operation of the Prison, using best endeavours to measure the impact in terms of its effect upon the delivery of the Custodial Service. The Contractor shall also demonstrate to the reasonable satisfaction of the Authority that:
- (a) the Contractor and its sub-contractors could not have avoided such occurrence or consequences by steps which they might reasonably be expected to have taken, without incurring material expenditure;
 - (b) the adverse interference with or failure of the performance of the Custodial Service and/or occurrence of the Performance Measure could not reasonably be expected to be mitigated by the Contractor acting in accordance with good industry practice, without incurring material expenditure;
 - (c) the Contractor is using reasonable endeavours to perform its obligations under the Contract; and
 - (d) it has used and will continue to use reasonable endeavours to carry out the Houseblock Works in a way designed to minimise their impact upon the normal operation of the Prison.
- 2.4 The Contractor shall not be entitled to seek and shall not receive any relief pursuant to this Schedule Q (***Excusing Causes***) to the extent that (a) relief is

sought in respect of an event which does not fall within the list of events in the second column of Table 1 and/or (b) the relief is outside of the scope of the nature of relief listed in the fourth column of Table 1 and/or (c) the relief compromises public protection, or the security and safety of the Prison.

2.5 In the event that the Contractor has complied with its obligations under paragraphs 2.3 and 2.4 above, the Contractor shall be entitled to payment under this Contract as if there had been no such interference with the Custodial Services.

2.6 In addition to its obligations under paragraph 2.3 above, the Contractor shall meet with the Authority (it is envisaged that such meetings will be between the Controller and Director) on a weekly basis or as otherwise agreed between the parties, during the carrying out of the Houseblock Works, for the purpose of determining more precisely the likely impact of any Excusing Cause and its effect on the operation of the Prison and, in particular, the likely impact on the purposeful activity provided by the Contractor at the Prison.

2.7 In the event that:

- (a) a reasonably unforeseen event shall arise (in addition to the Excusing Causes listed in Table 1 below); and
- (b) such event may interfere adversely with, or cause a failure of, the performance of the Custodial Service and/or cause the occurrence of a Performance Measure,

the Contractor may seek, and the Authority may grant, relief pursuant to paragraphs 2.3 or 2.6 of this Schedule Q (***Excusing Causes***), notwithstanding paragraph 2.4(a) or 2.4(b) of this Schedule Q (***Excusing Causes***) but subject always to paragraph 2.4(c) of this Schedule Q (***Excusing Causes***).

2.8 For the avoidance of doubt, the Authority shall retain absolute discretion as to whether or not to grant relief to the Contractor pursuant to paragraph 2.7 above.

3. Disputes

3.1 In the event of a dispute between the parties in connection with the provisions of this Schedule Q (***Excusing Causes***), the provisions of Clause 72 (***Dispute Resolution***) of the Contract shall apply.

Table 1

Item number	Excusing Cause	Description	Nature of Relief
11	(b) (7)(C)	[REDACTED]	(b) (7)(C) [REDACTED]
12	(b) (7)(C)	[REDACTED]	(b) (7)(C) [REDACTED]
13	(b) (7)(C)	[REDACTED]	(b) (7)(C) [REDACTED]
14	(b) (7)(C)	[REDACTED]	(b) (7)(C) [REDACTED]

Item number	Excusing Cause	Description	Nature of Relief
	the multifaith [REDACTED]	[REDACTED]	[REDACTED]
1	[REDACTED]	[REDACTED]	[REDACTED]
1	[REDACTED]	[REDACTED]	[REDACTED]

Item number	Excusing Cause	Description	Nature of Relief
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Item number	Excusing Cause	Description	Nature of Relief
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Item number	Excusing Cause	Description	Nature of Relief
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SCHEDULE R

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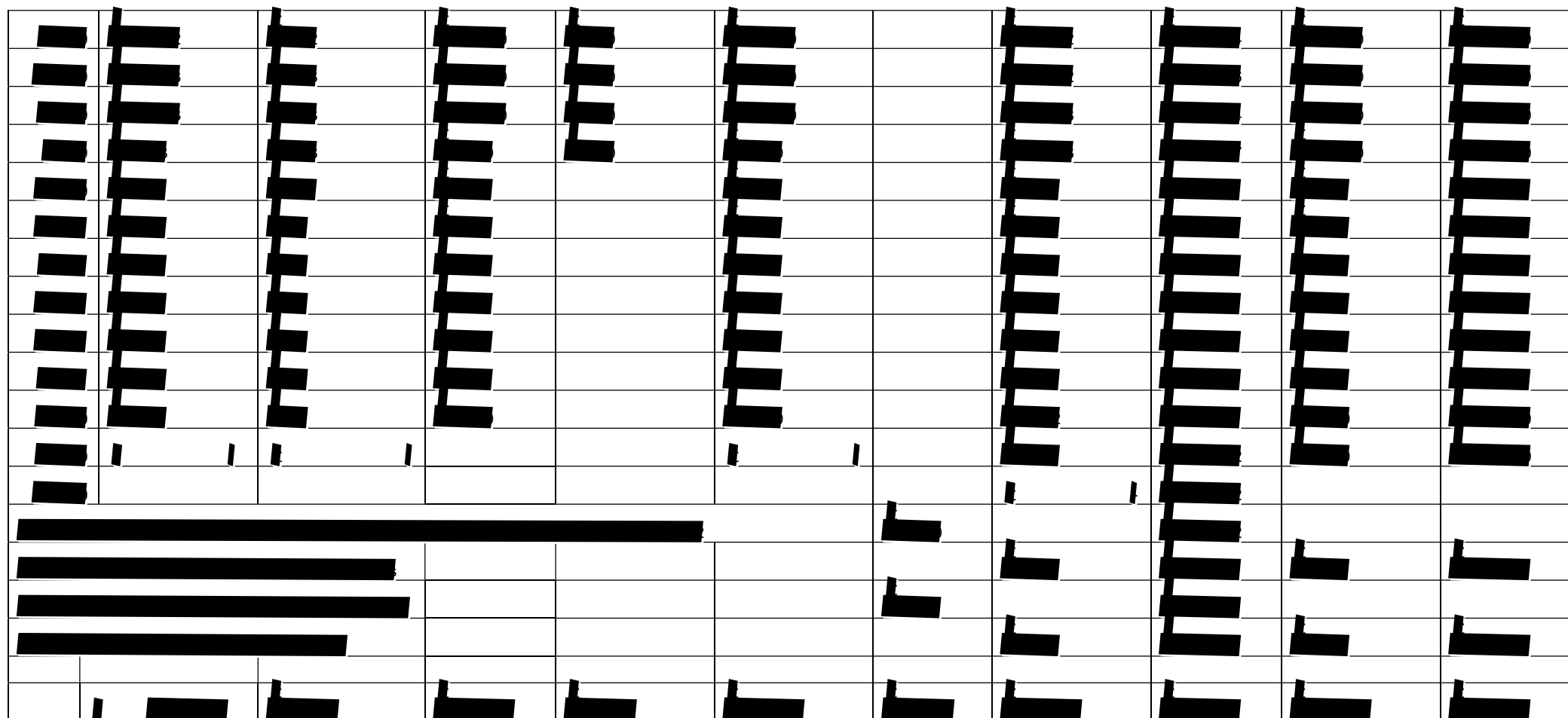
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SCHEDULE S

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SCHEDULE T

TUPE Information

Part 1 - Information to be Supplied to the Authority 18 Months Preceding Expiry of the Contract or after the Authority has Given Notice to Terminate or at Any Other Time

1. In respect of each Employee providing services under the Contract:
 - 1.1 annual salary and rates of pay band/grade;
 - 1.2 allowances;
 - 1.3 shifts, unsociable hours or other premium rates of pay;
 - 1.4 conditioned hours of work;
 - 1.5 date continuous employment commenced and (if different) the commencement dated;
 - 1.6 sex;
 - 1.7 age;
 - 1.8 job description;
 - 1.9 leave entitlement;
 - 1.10 current terms and conditions of employment and benefits (including retirement benefits) any other letters or documents or collective agreements affecting terms and agreements affecting terms and conditions of employment;
 - 1.11 whether registered disabled;
 - 1.12 any performance assessment details; and
 - 1.13 any outstanding employment tribunal hearings

Part 2 - Information to be Disclosed to the Authority 3 Months Preceding Expiry of the Contract or after the Authority has Given Notice to Terminate or at any Other Time

1. The particulars in respect of each of the Employees:
 - 1.1 Name (Surname, forename, title and initials);
 - 1.2 Date of birth;
 - 1.3 Home address;
 - 1.4 Job title;
 - 1.5 Work location;
 - 1.6 National Insurance number;
 - 1.7 National Insurance contribution rate;
 - 1.8 Annual salary and rates of pay band/grade;
 - 1.9 Shifts, unsociable hours or other premium rates of pay;
 - 1.10 Conditioned hours of work;
 - 1.11 Overtime history for preceding twelve (12) month period;
 - 1.12 Allowances and bonuses for preceding twelve (12) month period;
 - 1.13 Tax code;
 - 1.14 For pension purposes the notional reckonable service date;
 - 1.15 Annual leave reckonable service date;
 - 1.16 Pensionable pay history for three (3) years to date of transfer;
 - 1.17 Percentage of any pay currently contributed under additional voluntary contribution arrangements;
 - 1.18 Any other voluntary deductions from pay;
 - 1.19 Bank/building society account details for payroll purposes;
 - 1.20 Annual holiday entitlement and accrued holiday entitlement;
 - 1.21 Details of any active disciplinary/inefficiency or grievance proceedings;
 - 1.22 All documents, manuals, codes, handbooks, procedure guides publication agreements (including collective agreements);
 - 1.23 Current terms and conditions of employment and benefits (including retirement benefits), any other letters or documents or collective agreements affecting terms and agreements affecting terms and conditions of employment;

- 1.24 Whether registered disabled;
- 1.25 Any performance assessment details;
- 1.26 Existing training or sponsorship commitments;
- 1.27 Outstanding loan/advances on salary or debts;
- 1.28 Those currently on maternity leave or other long term leave of absence;
- 1.29 Sickness and absence records for the immediately preceding four (4) year period;
- 1.30 Emergency contact details;
- 1.31 Final months' copy pay slip data;
- 1.32 Cumulative pay for tax and pension purposes; and
- 1.33 Cumulative tax paid.

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