

AUTHORITY: The Secretary of State for the Home Department

Schedule 3.4

Authority Third Party Contracts

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

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DEFINITIONS

For the purposes of this **Schedule 3.4 (Authority Third Party Contracts)**, unless the context otherwise requires:

“Authority Contractor”	means a private contractor with whom the Authority has entered or enters into an Authority Third Party Contract;
“Authority Utilities Contract”	means an Authority Third Party Contract for the supply of a utility and / or utilities;
“Authority Utilities Contractor”	means an Authority Contractor of a utility and / or utilities under an Authority Utilities Contract;

1. SUPPLY UNDER AUTHORITY THIRD PARTY CONTRACTS

1.1 For the purposes of the Agreement;

1.1.1 utility services shall be supplied under Authority Third Party Contracts in accordance with the provisions of this Schedule 3.4 (**Authority Third Party Contracts**).

1.2 Subject to this Schedule 3.4 (**Authority Third Party Contracts**), the Authority's Third Party Contracts shall be the sole method for the Supplier to obtain the supplies referred to in **paragraph 1 (Supply Under Authority Third Party Contracts)** and listed in paragraph 2 for the purpose of providing operation, maintenance and management services at the IRCs.

1.3 The Authority may from time to time add additional Authority Third Party Contracts at its own discretion to which this Schedule 3.1 shall apply.

2. UTILITIES

Electricity, Gas and Water

2.1. The utilities services being provided under this Agreement are as follows:

- (a) Electricity (Profile Classes 01 – 00);
- (b) Generator Fuel (Fuel used by the on-site backup electricity generators);

Note: For the avoidance of doubt, in relation to Paragraph 2.1. (b), the Authority will only pay for the usage of generator diesel for the purpose of generator testing (i.e. no more than an 8-hour period once per month) and the onsite generation of electricity

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when the National Grid is not available to supply; this will be red diesel. The Authority will not pay the fuel costs for running the generators in any other circumstances.

(c) Natural Gas; and

(d) Water.

- 2.2 Electricity, gas and water shall be supplied to the Supplier under the relevant Authority Third Party Contract and payment for such supplies shall be made by the **Authority**. The provision of utilities will be via the Authority Utilities Contractor for each relevant utility. For the avoidance of doubt, the Authority reserves the right to change its Authority Utilities Contractor for a given utility during the course of the relevant Authority Utilities Contract.

Provision of Technical Information

- 2.3 The Supplier shall provide relevant technical information as directed by the Authority in connection with the supply of utilities. Where a new supply of gas or electricity is to be supplied to the IRC, the technical details of these supplies need to be provided to the Authority. The Supplier is responsible for ensuring that the correct technical details for any such supply are provided by completing the example form attached at **Annex A (Electricity, Gas and Water Supply Set Up)** of this **Schedule 3.4 (Authority Third Party Contracts)**. The Supplier will request the latest version of **Annex A (Electricity, Gas and Water Supply Set Up)** of this **Schedule 3.4 (Authority Third Party Contracts)** from the Authority at the time the technical details are required.

Electric Half Hourly Data

- 2.4 Where a mandated Half Hourly (HH) electricity supply (profile class 00) is being transferred from another Supplier, a full twelve (12) months of information on the actual Half Hourly meter readings must also be provided along with **Annex A (Electricity, Gas and Water Supply Set Up)** of this **Schedule 3.4 (Authority Third Party Contracts)**. Where the supply is new the estimated annual consumption needs to be provided.

Gas Emergency Contact Details

- 2.5 For gas supplies, where the amount of gas to be supplied in a twelve (12) month period is expected to exceed 732,678 kWh, three (3) different emergency contact details (name, position, telephone, fax/email) must be provided for the IRC in addition to the contact details required in **Annex B** of this **Schedule 3.4 (Emergency Contact Details Form)**. The contact details (name, position, telephone, [fax/email]) will be provided and updated by the Supplier when necessary.

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- 2.6 The contact details (name, position, telephone, fax/email) provided by the Supplier will be used in an emergency, therefore they must provide 24-hour coverage. The form that must be completed and updated is attached as **Annex B** of this **Schedule 3.4 (Emergency Contact Details Form)**.

Technical / Delivery Issues

- 2.7 The Supplier shall be responsible for contacting the relevant Authority Utilities Contractor account representative directly to resolve any technical or delivery issues and shall copy all relevant correspondence to the Authority's contract manager.

Access for Meter Readings

- 2.8 The Supplier shall provide the relevant approved meter readers from and [as instructed by] the relevant Authority's Utilities Contractor, with access to the IRC as necessary to take meter readings. The Supplier shall liaise directly with the relevant Authority's Utilities Contractor and will agree suitable mutual times and dates so that the necessary access / usage / meter details can be collated either via the relevant Authority's Utilities Contractor and/or the Supplier, as shall be agreed.
- 2.9 The Supplier will ensure the Authority's Utilities Contractor can carry out any maintenance, calibration and testing of any meters as reasonably required. The planning, organisation and documentation for any maintenance, calibration and testing is the responsibility of the Supplier.
- 2.10 The Supplier will maintain its own records of the utility meter readings to enable a check against those used by the Authority's Utilities Contractor for billing. The Supplier will provide these to the Authority on request, normally within forty-eight (48) hours.

Utility Invoice Payments

- 2.11 The Supplier will facilitate the timely provision of access / usage / meter details to the Authority, to enable:
- (a) the Authority's Utilities Contractors to bill the Authority for utilities usage; and
 - (b) the Authority to make timely payment of bills (which are not the subject of dispute) submitted by Authority's Utilities Contractors.

3. SUPPLIER'S AUTHORITY

- 3.1 The Supplier shall have the right of usage of the Authority's Third-Party Contracts (as set out within this **Schedule 3.4 (Authority Third Party Contracts)**). The Supplier

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shall have no authority to enter into any contractually binding obligations with any Authority Contractor on behalf of the Authority or to amend or change in any way any terms or conditions, agreement(s) or pricing of any Authority Third Party Contract, save as expressly stated in this **Schedule 3.4 (Authority Third Party Contracts)** or as otherwise expressly agreed in writing by the Authority's Representative.

- 3.2 The Supplier shall also be bound by the same terms and conditions in the Authority Third Party Contract(s) as the Authority, including any amendments made to such terms and conditions from time to time.
- 3.3 Unless any changes are major in nature and / or reflect a change in the Authority Contractor these shall not constitute the need for a Notice of Change but shall be documented at all times by both Parties in writing.

Annex A – Electricity, Gas and Water Supply Set Up



Annex A.xls

Annex B - Emergency Contact Details Form



Annex B ECD
template.doc