



SCHEDULE 15:

PERFORMANCE MECHANISM

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PART 1: MANAGEMENT INFORMATION REPORTING REQUIREMENTS

1. Introduction

- 1.1 The Contractor shall provide to the Authority the Contract Delivery Management Information in accordance with the timescales listed in the table within **Appendix 1 (Contract Management Information Requirements)**.
- 1.2 In addition, the Contractor shall provide to the Authority all other management information required to be provided under this Contract together with any further management information deemed necessary by the Authority. All reporting shall be in the level of detail as deemed necessary by the Authority and in such format as specified in this Contract, or if not specified in this Contract, as agreed between the Parties from time to time.
- 1.3 The Contractor shall provide a report of issues of concern and of matters which may become of ministerial interest or may have media interest immediately upon becoming aware of such matters or upon the Authority's request.

PART 2: AUTHORITY'S CONTRACT PERFORMANCE REPORTING REQUIREMENTS

2. Introduction

- 2.1 The Contractor shall provide the Services to the Required Standard. The Parties are committed to working together to achieve continuous improvement in performance. The rights of the Authority under this Schedule are without prejudice to any other rights of the Authority under this Contract, which the Authority may exercise at any time.
- 2.2 The PPT Measures shall be construed and measured in accordance with the measurement methodology and definition requirements set out in the Performance Hub.

3. Prison Performance Tool

- 3.1 The Authority shall measure the Contractor's performance in the delivery of the Service against the PPT Measures.
- 3.2 The Contractor shall report performance of the delivery of the Services to the Authority against the PPT Measures in a Monthly Performance Report in accordance with **paragraph 7 (Monthly Performance Reporting)**.

- 3.3 The Authority may use the PPT Measures to benchmark performance of the delivery of all or any part of the Services against performance by other prisons in respect of comparable services.
- 3.4 Without prejudice to its rights under **clause 28 (Benchmarking and Value Testing)** and **paragraph 11 (Contract Delivery Indicators Review)**, the Authority may, by providing notice to the Contractor, add to, delete or amend any of the PPT Measures at any time so as to reflect any changes to the Prison Performance Tool from time to time.
4. **Reduced Performance**
- 4.1 Without prejudice to the Authority's other rights or remedies under this Contract, where there is Reduced Performance:
- 4.1.1 the Authority may issue an Improvement Notice in accordance with **paragraph 12 (Improvement Notices and Improvement Plan)**, regardless of whether or not such Reduced Performance occurs in relation to a Contract Delivery Indicator identified in **Appendix 2 (Contract Delivery Indicators)**; and
- 4.1.2 where such instances of Reduced Performance occur in relation to the Contract Delivery Indicators, the Authority shall be entitled to a reduction in the Monthly Payment representing the reduced value of the Services received by the Authority in accordance with **paragraph 5 (Authority's Right to Make Deductions)**.
5. **Authority's Right to Make Deductions**
- 5.1 Other than in relation to Escapes, in respect of which specific payments are made by the Contractor to the Authority as set out in **paragraph 8.2 (Payment for Escapes)** of **Schedule 14 (Payment Mechanism)** the Authority shall be entitled to make Performance Point Deductions by reference to Performance Points accruing where the Contract Delivery Indicators show performance above or below the associated targets (as relevant) in accordance with **paragraph 6 (Calculation of Performance Points)** and **paragraph 1.14 (Adjustment for Performance Point Deductions)** of **Schedule 14 (Payment Mechanism)**.
- 5.2 The application of payments for Escapes and the accrual of Performance Points, with any resultant application of Performance Point Deductions, as described in this **paragraph 5 (Authority's Right to Make Deductions)** shall be without prejudice to the Authority's other rights or remedies under this Contract. The Contractor acknowledges and agrees that the

Deductions are not an estimate of the loss or damage that may be suffered by the Authority as a result of such deductions and nor are they onerous or a penalty.

6. Calculation of Performance Points

- 6.1 The Authority shall calculate Performance Points for the relevant Contract Delivery Indicators in accordance with this **paragraph 6 (Calculation of Performance Points)** and **Appendix 2 (Contract Delivery Indicators)**.
- 6.2 Where the Contract Delivery Indicators show performance above or below the associated Performance Targets (as relevant), this shall contribute to the accruing of Performance Points in the relevant Domain in accordance with the methodology set out at Tables 2 and 3 of **Appendix 2 (Contract Delivery Indicators)**.
- 6.3 Performance Points in respect of each Performance Quarter shall be the sum of the Performance Points calculated for each relevant Domain for that Performance Quarter in accordance with Tables 2, 3, and 4 of **Appendix 2 (Contract Delivery Indicators)**.
- 6.4 Where a single incident causes the occurrence of more than one (1) Contract Delivery Indicator, the Authority shall only be entitled to apply Performance Points in respect of that incident by reference to the Contract Delivery Indicator and corresponding Domain which attracts the greatest number of Performance Points (and not in respect of each such Contract Delivery Indicator and corresponding Domain).
- 6.5 No Performance Points shall accrue in respect of a particular Contract Delivery Indicator and corresponding Domain if, and to the extent that, it is demonstrated to the reasonable satisfaction of the Authority no later than ten (10) Business Days after the end of the relevant Performance Quarter that failure to meet the relevant Contract Delivery Indicator Performance Target is a direct result of the negligent act or omission of the Authority or a Compensation Event.
- 6.6 The Contractor shall comply with the provisions of **paragraph 1.14.1 (Performance Points to be Disregarded)** of **Schedule 14 (Payment Mechanism)** where the Contractor has accepted any Prisoners in accordance with **paragraph 6.4 (Emergency Prisoner Places)** of **Schedule 14 (Payment Mechanism)** and any Performance Points accruing in respect of those Prisoner Places only, shall be disregarded for the purposes set out in **paragraph 1.14.1 (Performance Points to be Disregarded)** of **Schedule 14 (Payment Mechanism)**.

7. Monthly Performance Reporting

7.1 The Contractor shall submit a Monthly Performance Report to the Authority no later than ten (10) Business Days after the end of the relevant Month. The Authority shall provide the Contractor with the contact details of the appropriate recipient(s) from time to time. The Authority may provide a template and/or requirements for the layout and content of the Monthly Performance Report from time to time. The Contractor shall use any template and comply with any requirements so provided by the Authority.

7.2 The Monthly Performance Report shall state:

7.2.1 the Contractor's performance against all of the PPT Measures; and

7.2.2 the Contractor's performance against all of the Contract Delivery Indicators, including all Contract Delivery Indicators and corresponding Domains,

and identify any occurrences of Reduced Performance with the Contractor's assessment of the reasons for such occurrences.

7.3 Where the Authority accepts any part of the Contractor's assessment of performance as stated in the Monthly Performance Report, or following agreement as to such assessment in accordance with **paragraph 7.4 (Monthly Performance Reporting)**, the provisions of **paragraphs 6 (Calculation of Performance Points)** and **12 (Improvement Notices and Improvement Plan)** shall apply (as relevant) on the basis of such part of the assessment so accepted.

7.4 Where the Authority does not agree with any part of the Contractor's assessment of performance against any of the PPT Measures or Contract Delivery Indicators or of the occurrence of Reduced Performance as stated in the Monthly Performance Report:

7.4.1 it shall so notify the Contractor, stating its own provisional assessment of such performance;

7.4.2 the Parties shall attempt in good faith to resolve any disagreement and document any such resolution in writing within seven (7) Days (or such other time as may be agreed by the Parties in writing) of the date the Contractor is notified of the Authority's provisional assessment of such performance; and

7.4.3 if the Authority is not satisfied that the Parties have resolved any disagreement within seven (7) Days (or such other time as may be agreed by the Parties in writing), the



Authority may issue an Outstanding Issues Notice in accordance with **paragraph 13.1 (Outstanding Issues Notice and Consultation)** and the provisions of **paragraph 13 (Outstanding Issues Notice and Consultation)** shall apply.

7.5 If and to the extent that any Outstanding Issues are not resolved in accordance with **paragraph 13 (Outstanding Issues Notice and Consultation)**, the Authority shall notify the Contractor of its final assessment of the performance relating to the Outstanding Issues, and the provisions of **paragraphs 6 (Calculation of Performance Points), 12 (Improvement Notices and Improvement Plan)** and **paragraph 14 (Rectification)** shall apply (as relevant) on the basis of such assessment.

8. Quarterly Performance Reporting

8.1 The Contractor shall submit a Quarterly report (the "**Performance Quarter Report**") to the Authority no later than ten (10) Business Days after the end of the relevant Performance Quarter. The Authority shall provide the Contractor with the contact details of the appropriate recipient(s) from time to time. The Authority may provide a template and/or requirements for the layout and content of the Performance Quarter Report from time to time. The Contractor shall use any template and comply with any requirements so provided by the Authority.

8.2 The Performance Quarter Report shall include:

8.2.1 a summary of the Contractor's performance against all of the PPT Measures for the relevant Quarter;

8.2.2 a summary of the Contractor's performance of the Services, identifying performance against the Contract Delivery Indicators and corresponding Domains;

8.2.3 a summary quantifying the Performance Points that have accrued for the relevant Quarter; and

8.2.4 a summary identifying any occurrences of Reduced Performance with the Contractor's assessment of the reasons for such occurrences.

8.3 Where the Authority accepts any part of the Contractor's assessment of performance as stated in the Performance Quarter Report, or following agreement as to such assessment in accordance with **paragraph 8.4 (Quarterly Performance Reporting)**, the provisions of **paragraphs 6 (Calculation of Performance Points)** and **12 (Improvement Notices and Improvement Plan)** shall apply (as relevant) on the basis of such part of the assessment so accepted.

- 8.4 Where the Authority does not agree with the Contractor's assessment of performance against any of the PPT Measures, Contract Delivery Indicators, Performance Points or of the occurrence of Reduced Performance as stated in the Performance Quarter Report:
- 8.4.1 it shall so notify the Contractor, stating its own provisional assessment of such performance;
- 8.4.2 the Parties shall attempt in good faith to resolve any disagreement and document any such resolution in writing within seven (7) Days (or such other time as may be agreed by the Parties in writing) of the date the Contractor is notified of the Authority's provisional assessment of such performance; and
- 8.4.3 if the Authority is not satisfied that the Parties have resolved any disagreement within seven (7) Days (or such other time as may be agreed by the Parties in writing), the Authority may issue an Outstanding Issues Notice in accordance with **paragraph 13.1 (Outstanding Issues and Consultation)** and the provisions of **paragraph 13 (Outstanding Issues and Consultation)** shall apply.
- 8.5 If and to the extent that any Outstanding Issues are not resolved in accordance with **paragraph 13 (Outstanding Issues and Consultation)**, the Authority shall notify the Contractor of its final assessment of the performance relating to the Outstanding Issues, and the provisions of **paragraphs 6 (Calculation of Performance Points)** and **12 (Improvement Notices and Improvement Plan)** and **14 (Rectification)** shall apply (as relevant) on the basis of such assessment.
9. **Bedding-In Periods**
- 9.1 In respect of each Contract Delivery Indicator there may be a Bedding-In Period (Full), which (where applicable) shall be as set out in Table 5 of **Appendix 2 (Contract Delivery Indicators)**. In respect of each New Contract Delivery Indicator there shall be a Bedding-In Period (New Contract Delivery Indicators). In respect of changes to **paragraph 11.6.1** and **11.6.2 (Contract Delivery Indicators Review)** there may be a Bedding-In Period (Optional).
- 9.2 Where there is a Bedding-In Period (Full) in respect of a Contract Delivery Indicator, the following provisions shall apply during such Bedding-In Period (Full):
- 9.2.1 the Contractor shall, within ten (10) Business Days after the end of each Month (or such other time as may be agreed by the Parties in writing), submit a report to the Authority setting out in respect of the Month just ended a summary of the



performance of the Services, identifying the performance against each Contract Delivery Indicator and corresponding Domains;

9.2.2 the Contractor shall, within ten (10) Business Days after the end of **each Performance Quarter** (or such other time as may be agreed by the Parties in writing), submit a report in respect of the Performance Quarter just ended a summary of the performance of the Services, identifying performance against the Contract Delivery Indicators and corresponding Domains and quantifying the Performance Points that would accrue and Performance Point Deductions that would be made if **paragraphs 9.2.3 and 9.2.4 (Bedding-In Periods)** did not apply;

9.2.3 no Performance Points shall accrue; and

9.2.4 no adjustment shall be made to any invoices in respect of any Performance Point Deductions pursuant to **paragraph 1.14.1 (Performance Points to be Disregarded)** of **Schedule 14 (Payment Mechanism)**.

9.3 During a Bedding-In Period (Optional) only, the following provisions shall apply:

9.3.1 the Contractor shall, within ten (10) Business Days after the end of each Month (or such other time as may be agreed by the Parties in writing), submit an additional report to the Authority setting out in respect of the Month that just ended a summary of the performance of the Services identifying performance against each Contract Delivery Indicator and corresponding Domains;

9.3.2 the Contractor shall, within ten (10) Business Days after the end of **each Performance Quarter** (or such other time as may be agreed by the Parties in writing), submit an additional report in respect of the Performance Quarter that just ended a summary of the performance of the Services identifying performance against the Contract Delivery Indicators and corresponding Domains and quantifying the Performance Points that would accrue and Performance Point Deductions that would be made if the change(s) pursuant to **paragraphs 11.6.1 and 11.6.2 (Contract Delivery Indicators Review)** associated with this Bedding-In Period (Optional) were implemented; and

9.3.3 at the end of the Bedding-In Period (Optional), the Authority may implement the change associated with this Bedding-In Period (Optional) and Performance Points will accrue accordingly.



9.4 In respect of each New Contract Delivery Indicator there shall be a Bedding-In Period (New Contract Delivery Indicator), during which the following provisions shall apply:

9.4.1 the Contractor shall, within ten (10) Business Days after the end of each Month (or such other time as may be agreed by the Parties in writing), submit an additional report to the Authority setting out in respect of the Month that just ended a summary of the performance of the Services identifying performance against each Contract Delivery Indicator and corresponding Domains;

9.4.2 the Contractor shall, within ten (10) Business Days after the end of **each Performance Quarter** (or such other time as may be agreed by the Parties in writing), submit an additional report in respect of the Performance Quarter that just ended a summary of the performance of the Services identifying performance against the Contract Delivery Indicators and corresponding Domains and quantifying the Performance Points that would accrue and Performance Point Deductions that would be made if the New Contract Delivery Indicator associated with this Bedding-In Period (New Contract Delivery Indicators) were implemented; and

9.4.3 at the end of the Bedding-In Period (New Contract Delivery Indicators), the Authority may implement the New Contract Delivery Indicator associated with this Bedding-In Period (New Contract Delivery Indicators) and Performance Points will accrue accordingly.

10. **Contractor's Obligations During Bedding-In Period**

10.1 Notwithstanding the provisions of **paragraph 9.1 (Bedding-In Periods)**, during any Bedding-In Period:

10.1.1 the Contractor shall not be relieved of any of its obligations under this Contract;

10.1.2 if any Escapes occur, the Contractor shall not be relieved from the liability to make payment to the Authority pursuant to **paragraph 8 (Escapes) of Schedule 14 (Payment Mechanism)**.

11. **Contract Delivery Indicators Review**

11.1 The Contract Delivery Indicators and Performance Points shall be reviewed by the Authority and the Contractor, with a view to amending them if appropriate, at the end of a Bedding-In Period, and following the end of the Bedding-In Period at any time if requested by either Party,



but in any event, shall be reviewed at least once in every Contract Year except during the final Contract Year.

- 11.2 The Authority and the Contractor shall act reasonably in carrying out the reviews referred to in **paragraph 11.1 (Contract Delivery Indicators Review)**.
- 11.3 Subject to **paragraph 11.5 (Contract Delivery Indicators Review)**, the Authority and the Contractor may in respect of each matter that is the subject of a review pursuant to **paragraph 11.1 (Contract Delivery Indicators Review)** agree adjustments to the relevant Contract Delivery Indicator using the mechanisms set out in **Schedule 16 (Change Protocol)** to take effect in the Contract Year immediately following the review or earlier if agreed by the Parties.
- 11.4 Where no adjustments are agreed pursuant to **paragraph 11.3 (Contract Delivery Indicators Review)**, the status of any such matter that is subject to a review shall continue to apply unchanged.
- 11.5 Subject to **paragraph 11.8 (Contract Delivery Indicators Review)**, as part of the annual review of Contract Delivery Indicators in accordance with **paragraph 11.1 (Contract Delivery Indicators Review)**, the Authority shall also review the Contract Delivery Indicators.
- 11.6 The Authority may:
- 11.6.1 subject to **paragraph 11.9 (Contract Delivery Indicators Review)**, amend any of the Contract Delivery Indicators, including changing the Performance Targets, Minimum Scores, Weightings or the description, methodology or measurement of a Contract Delivery Indicator;
 - 11.6.2 remove a Contract Delivery Indicator and re-allocate its Weighting to other Contract Delivery Indicators within the same Domain;
 - 11.6.3 introduce a New Contract Delivery Indicator and adjust the Weightings of the other Contract Delivery Indicators in the Domain to accommodate the New Contract Delivery Indicator; and/or
 - 11.6.4 replace the removed Contract Delivery Indicator with a New Contract Delivery Indicator within the same Domain,
- 11.7 The Parties acknowledge and agree that:



- 11.7.1 such amendments to the Contract Delivery Indicators or introduction of a New Contract Delivery Indicator in accordance with **paragraph 11.6 (Contract Delivery Indicators Review)** are classified as Operational Changes under **Schedule 16 (Change Protocol)**; and
- 11.7.2 any change made pursuant to **paragraphs 11.6.1 and 11.6.2 (Contract Delivery Indicators Review)** shall not be a New Contract Delivery Indicator and, therefore, such change shall not automatically attract any Bedding-In Period, however, the Authority may choose to include a Bedding-In Period of such length as the Authority determines ("**Bedding-In Period (Optional)**").
- 11.8 Any Contract Delivery Indicator that expressly references this **paragraph 11.8 (Contract Delivery Indicators Review)**, shall not have Performance Targets amended above a three (3) out of four (4).
- 11.9 For any amendment issued by the Authority in accordance with **paragraph 11.6 (Contract Delivery Indicators Review)**, the Authority shall provide such information as the Authority took into account (acting reasonably) when considering such amendment. Such information may include information from the Prison Performance Tool, performance of prisons delivering a comparable function, performance information specific to the Prison and information provided by the Contractor.
12. **Improvement Notices and Improvement Plan**
- 12.1 If at any time the Authority considers in its reasonable opinion that the performance of all or any part of the Services have fallen below the Required Standard, and in any event where the Monthly Performance Report shows (or the Authority, pursuant to **paragraph 7.4 (Monthly Performance Reporting)**, assesses) Reduced Performance, the Authority may bring this to the attention of the Contractor and:
- 12.1.1 issue an Improvement Notice (whether or not the Reduced Performance is a Contractor Default); or
- 12.1.2 in the case of any Reduced Performance that is a Contractor Default, issue a Rectification Notice.
- 12.2 The Authority may issue an Improvement Notice concerning any aspect of the provision of the Services whether or not there are related Contract Delivery Indicators.
- 12.3 An Improvement Notice shall state:



- 12.3.1 any area of Reduced Performance; and
- 12.3.2 any other supporting information which the Authority considers to be relevant.
- 12.4 Within seven (7) Days, or such other timescale as specified by the Authority in the Improvement Notice, of the date of issue of an Improvement Notice the Contractor shall deliver to the Authority an Improvement Plan, which shall:
 - 12.4.1 provide an explanation of the causes of the Reduced Performance;
 - 12.4.2 identify the Improvement Actions;
 - 12.4.3 set out:
 - 11.4.3.1 the Contractor's proposals for carrying out the Improvement Actions;
 - 11.4.3.2 a programme for undertaking such actions; and
 - 11.4.3.3 the date by which such actions will be completed;
 - 12.4.4 identify any actions or consents required from the Authority, any Authority Related Party and/or any Relevant Authority to facilitate the Contractor's remedial actions; and
 - 12.4.5 specify proposed criteria for the purpose of auditing completion of the remedial actions and resolution of the Reduced Performance.
- 12.5 Following receipt of an Improvement Plan, the Authority may (acting reasonably):
 - 12.5.1 agree it; or
 - 12.5.2 reject it and require the Contractor to submit a revised Improvement Plan within seven (7) Days of such rejection (or such other time as may be agreed by the Parties in writing).
- 12.6 Where:
 - 12.6.1 the Contractor fails to submit an Improvement Plan in accordance with **paragraph 12.4 (Improvement Notices and Improvement Plan)**; or



- 12.6.2 the Contractor fails to submit a revised Improvement Plan in accordance with **paragraph 12.5.2 (Improvement Notices and Improvement Plan)**; or
- 12.6.3 the revised Improvement Plan submitted in accordance with **paragraph 12.5.2 (Improvement Notices and Improvement Plan)** is in the Authority's reasonable opinion unacceptable,
- the Authority may issue an Outstanding Issues Notice in accordance with **paragraph 13.1 (Outstanding Issues and Consultation)** and the provisions of **paragraph 13 (Outstanding Issues and Consultation)** shall apply.
- 12.7 The Contractor shall implement all the Improvement Actions by the date specified in the Improvement Plan at no cost to the Authority.
- 12.8 An Improvement Plan shall remain open until the Improvement Actions identified therein have been completed to the Authority's satisfaction, whereupon it shall be closed.
- 12.9 Where the Improvement Actions are carried out and completed but do not succeed in remedying the Reduced Performance identified in the Improvement Notice or in preventing its re-occurrence, the Authority may either:
- 12.9.1 issue a further Improvement Notice (whether or not such performance is a Contractor Default) pursuant to **paragraph 12.1 (Improvement Notices and Improvement Plan)** in respect of the same area(s) of poor performance;
- 12.9.2 issue an Outstanding Issues Notice (whether or not such performance is a Contractor Default) in accordance with **paragraph 13.1 (Outstanding Issues and Consultation)**, in which case the provisions of **paragraph 13 (Outstanding Issues and Consultation)** shall apply; or
- 12.9.3 where the Reduced Performance is a Contractor Default, issue a Rectification Notice.
- 12.10 Each Improvement Plan shall be sequentially numbered from a central register maintained by the Authority. In the event that a further unconnected circumstance occurs which results in the issue of a separate Improvement Notice, a separate Improvement Plan shall be raised and recorded in the central register under a separate sequential number.
- 12.11 A report on progress against each open Improvement Plan shall be provided at each monthly Contract Review Meeting.



12.12 Where the Contractor fails to complete any Improvement Action in an Improvement Plan by the date specified in it for their completion or to the Authority's satisfaction, the Authority may:

12.12.1 issue an Outstanding Issues Notice in respect of such Improvement Actions (whether or not the Reduced Performance is a Contractor Default) pursuant to **paragraph 13 (Outstanding Issues and Consultation)**; or

12.12.2 where the Reduced Performance is a Contractor Default, issue a Rectification Notice.

13. **Outstanding Issues Notice and Consultation**

13.1 Where either:

13.1.1 the Monthly Performance Report is not agreed pursuant to **paragraph 7.4 (Monthly Performance Reporting)**; or

13.1.2 the Quarterly Performance Report is not agreed pursuant to **paragraph 8.4 (Quarterly Performance Reporting)**; or

13.1.3 the Contractor fails to submit an Improvement Plan in accordance with **paragraph 12.4 (Improvement Notices and Improvement Plan)**, a revised Improvement Plan in accordance with **paragraph 12.5.2 (Improvement Notices and Improvement Plan)** or the revised Improvement Plan is in the Authority's reasonable opinion unacceptable; or

13.1.4 Improvement Actions are carried out and completed but do not succeed in remedying the Reduced Performance identified in the Improvement Notice or in preventing its re-occurrence as described in **paragraph 12.9 (Improvement Notices and Improvement Plan)**; or

13.1.5 any Improvement Actions in an Improvement Plan are not completed by the date specified or to the Authority's satisfaction in accordance with **paragraph 12.12 (Improvement Notices and Improvement Plan)**,

the Authority may pursuant to **paragraph 7.4.3 (Monthly Performance Reporting)**, **paragraph 8.4.3 (Quarterly Performance Reporting)**, **paragraph 12.6 (Improvement Notices and Improvement Plan)**, **paragraph 12.9.2 (Improvement Notices and Improvement Plan)** or **paragraph 12.12.1 (Improvement Notices and Improvement Plan)**



(as the case may be) issue an Outstanding Issues Notice to the Contractor and the Parties shall in good faith attempt to resolve such Outstanding Issues.

- 13.2 If the Parties fail to reach agreement in resolving the Outstanding Issues within fourteen (14) Days of the date of the Outstanding Issues Notice (or such other time as may be agreed by the Parties in writing), or the Parties reach agreement in resolving the Outstanding Issues within fourteen (14) Days of the date of the Outstanding Issues Notice (or such other time as may be agreed by the Parties in writing) but the Outstanding Issues are not resolved within the timescales agreed, the Contractor shall within two (2) Days of the expiry of the fourteen (14) Day period (or such other time as may be agreed by the Parties in writing) or within two (2) Days of the expiry of the agreed timescales, as applicable, issue a notice (a "**Consultation Notice**") to the Consultation Nominees to which a copy of the Outstanding Issues Notice shall be annexed, and shall at the same time provide the Authority with a copy of the Consultation Notice. If the Contractor fails to do so within the specified time, the Authority may issue a Consultation Notice or a Rectification Notice containing the required information, providing a copy to the Contractor.
- 13.3 Within seven (7) Days of the date of issue of the Consultation Notice (or such other time as may be agreed by the Parties in writing), each Party may produce a concise and unambiguous statement (no more than 4 A4 sheets) of any matters it considers relevant to the Outstanding Issues, which shall be considered by the Consultation Nominees.
- 13.4 Within fourteen (14) Days of the date of the Consultation Notice, the Consultation Nominees shall meet and attempt in good faith to resolve the Outstanding Issues.
- 13.5 Where the Consultation Nominees are able to resolve the Outstanding Issues or any part of them, they shall produce a statement of such resolution and any agreed actions, and the Parties shall carry out and complete such actions.
- 13.6 Where and to the extent that the Consultation Nominees are unable to resolve the Outstanding Issues or any part of them within twenty-eight (28) Days of the date of the Consultation Notice for any reason, **paragraphs 7.5 (Monthly Performance Reporting)** and/or **14.1 (Rectification)** (as relevant) shall apply.
14. **Rectification**
- 14.1 If an Outstanding Issues Notice is issued in the circumstances identified in **paragraph 13.1 (Outstanding Issues Notice and Consultation)** and any of the Outstanding Issues are not



resolved pursuant to **paragraph 13 (Outstanding Issues Notice and Consultation)**, the Authority may at its sole discretion:

- 14.1.1 agree an extension to the Improvement Plan;
- 14.1.2 agree a revised Improvement Plan; or
- 14.1.3 issue a Rectification Notice in respect of such Outstanding Issues.

14.2 The Authority may also issue a Rectification Notice:

- 14.2.1 following the issuance of the Outstanding Issues Notice, where the Authority elects not to exercise its right to issue a Consultation Notice in accordance with **paragraph 13.2 (Outstanding Issues Notice and Consultation)**; or
- 14.2.2 following the issuance of the Outstanding Issues Notice, where the Consultation Nominees are unable to resolve any part of the Outstanding Issues in accordance with **paragraph 13.6 (Outstanding Issues Notice and Consultation)**; or
- 14.2.3 in respect of Contractor Default pursuant to **paragraphs 12.1.2 (Improvement Notices and Improvement Plan)**, **12.9.3 (Improvement Notices and Improvement Plan)** or **12.12.2 (Improvement Notices and Improvement Plan)**.

14.3 Following receipt of a Rectification Notice, the Contractor shall within fourteen (14) Days of the date of its issue (or such other time as may be agreed by the Parties in writing) provide a **Rectification Plan**.

14.4 On receipt of a Rectification Plan the Authority may:

- 14.4.1 agree it; or
- 14.4.2 reject it and require the Contractor to submit a revised Rectification Plan within seven (7) Days of such rejection (or such other time as may be agreed by the Parties in writing).

14.5 If:

- 14.5.1 fails to submit a Rectification Plan in accordance with **paragraph 14.3 (Rectification)**; or



- 14.5.2 the Contractor fails to submit a revised Rectification Plan in accordance with **paragraph 14.4.2 (Rectification)**;
- 14.5.3 the revised Rectification Plan is in the Authority's reasonable opinion unacceptable;
or
- 14.5.4 within twenty-eight (28) Days of a Rectification Plan (or a revised Rectification Plan) being agreed the Contractor fails to carry out and complete any Rectification Actions by the date specified in it for their completion or to the Authority's reasonable satisfaction], or in the Authority's reasonable opinion fails to make substantial progress with the Rectification Actions, or where the Rectification Actions are carried out and completed but do not succeed in remedying the Reduced Performance identified in an Outstanding Issues Notice and/or Rectification Notice or in preventing its re-occurrence,

the Authority may in its sole discretion:

- (a) agree an extension to the time for carrying out and completing the Rectification Plan; or
- (b) agree a revised Rectification Plan; or
- (c) issue a Termination Notice on the ground of **paragraph (l) (failure to rectify)** of the definition of Contractor Default in accordance with **clause 44.2 (Rectification)**.

Appendix 1 - Contract Management Information Requirements

Plan or report	Key Contract References (if applicable)	Frequency	Date required
Search Risk Assessment Monthly Report (as defined in Part 1 (Custodial Services) of Schedule 1 (Authority's Custodial Service Requirements))	Paragraph 5.7 (Controller/ Director Meetings) of Part 1 (Custodial Services) of Schedule 1 (Authority's Custodial Service Requirements)	Monthly	At least five (5) Business Days before the Controller/Director Meeting scheduled for the Month after the end of each Month to which the report relates (in accordance with paragraph 5.7.1.3 (Controller/ Director Meetings) of Part 1 (Custodial Services) of Schedule 1 (Authority's Custodial Service Requirements))
Drug Strategy Monthly Report (as defined in Part 1 (Custodial Services) of Schedule 1 (Authority's Custodial Service Requirements))	Paragraph 5.7 (Controller/ Director Meetings) of Part 1 (Custodial Services) of Schedule 1 (Authority's Custodial Service Requirements)	Monthly	At least five (5) Business Days before the Controller/Director Meeting scheduled for the Month after the end of each Month to which the report relates (in accordance with paragraph 5.7.1.3 (Controller/ Director Meetings) of Part 1 (Custodial Services) of Schedule 1 (Authority's Custodial Service Requirements))
Business Continuity Plan & Disaster Recovery Plan & Insolvency Continuity Plan	Clause 8.12.1 (Business Continuity and Disaster Recovery at the Site) and 9.11.5 (Government Data); Schedule 26 (Continuity Planning).	Once	Within ninety (90) Days of Mobilisation Commencement Date

Built Environment and M&E Assets Condition Verification Report	Paragraph 4 (Asset Maintenance and Replacement) and paragraph 9 (Lifecycle Programme Review at Lifecycle Review Date) of Schedule 11 (Property and Facilities Management);	Annually	Report to be issued in accordance with paragraph 4 (Asset Maintenance and Replacement) and paragraph 9 (Lifecycle Programme Review at Lifecycle Review Date) of Schedule 11 (Property and Facilities Management)
Asset Forward Maintenance Plan, Asset Forward Replacement Plan and Equipment Refresh Plan	Paragraph 4 (Asset Maintenance and Replacement), paragraph 7 (Supply Chain Management) and paragraph 9 (Lifecycle Programme Review at Lifecycle Review Date) of Schedule 11 (Property and Facilities Management); Schedule 5 (Mobilisation, Transition and Transformation); Schedule 14 (Payment Mechanism);	Annually	Plans to be produced in accordance with paragraph 4.11 (Asset Forward Maintenance Plan) and 4.12 (Asset Forward Replacement Plan) of Schedule 11 (Property and Facilities Management) and clause 15.4 (Maintenance of Assets and Equipment Refresh Plan)
Equipment Register	Clause 15.4 (Maintenance of Assets and Equipment Refresh Plan); Schedule 1 Part 5 (Healthcare) Schedule 1 Part 6 (Social Care)	Every six (6) Months	Sixty (60) Days after the Services Commencement Date, then not less than once every six (6) Months in accordance with Schedule 10 (Equipment Register)

	<p>Schedule 5 (Mobilisation, Transition and Transformation)</p> <p>Schedule 10 (Equipment Register)</p> <p>Schedule 11 (Property and Facilities Management)</p>		
Asset Register	<p>Clause 64.3 (Maintenance of Records);</p> <p>Schedule 5 (Mobilisation, Transition and Transformation);</p> <p>Schedule 11 (Property and Facilities Management)</p>	At least every six (6) months	Any changes and updates to the Asset Register to be reported in accordance with paragraph 11.2.2 (Asset Register) of Schedule 11 (Property and Facilities Management)
Facilities management Monthly status report provided in accordance with clause 8.9.1.5 (Site Facilities Manager)	Clause 8.9.1.5 (Site Facilities Manager)	Monthly	As required

<p>A financial report in accordance with paragraph 7.3.1.3 (Contract Review Meetings) of Part 1 (Custodial Services) of Schedule 1 (Authority's Custodial Service Requirements)</p>	<p>Paragraph 5.7 (Contract Review Meetings) of Schedule 1 (Authority's Custodial Service Requirements) Part 1 (Custodial Services)</p>	<p>Quarterly</p>	<p>At least ten (10) Business Days prior to any Contract Review Meeting (in accordance with paragraph 5.7 (Contract Review Meetings) of Part 1 (Custodial Services) of Schedule 1 (Authority's Custodial Service Requirements))</p>
<p>Mobilisation and Transition Plan</p>	<p>Paragraph 5 (The Mobilisation and Transition Plan) of Schedule 5 (Mobilisation, Transition and Transformation);</p>	<p>Once</p>	<p>Thirty (30) Days following Mobilisation Commencement Date</p>
<p>Transformation Plan</p>	<p>Appendix 1 (Transformation Plan) of Schedule 5 (Mobilisation, Transition and Transformation);</p>	<p>Once</p>	<p>Thirty (30) Days following Mobilisation Commencement Date</p>

<p>Annual Interventions Plan, in the form set out in Appendix 1 (Intervention Plan) to Schedule 1 Part 4 (Interventions)</p>	<p>Appendix 1 (Intervention Plan) to Schedule 1 Part 4 (Interventions)</p> <p>Paragraph 6.2 and 6.4 (Preparation of the Annual Custodial Service Delivery Plan) of Schedule 5 (Mobilisation, Transition and Transformation);</p>	<p>Annually</p>	<p>In respect of the first Contract Year, a draft Annual Interventions Plan shall be prepared by the Contractor at least ninety (90) Days before the Services Commencement Date in accordance with paragraph 6.2 (Preparation of the Annual Custodial Service Delivery Plan) of Schedule 5 (Mobilisation, Transition and Transformation) and the approved Annual Interventions Plan shall be submitted to the Authority on or before the Services Commencement Date in accordance with paragraph 6.4 (Preparation of the Annual Custodial Service Delivery Plan) of Schedule 5 (Mobilisation, Transition and Transformation).</p> <p>In respect of each subsequent Contract Year, a draft Annual Interventions Plan shall be prepared by the Contractor by the last Business Day in November and the approved Annual Interventions Plan shall be submitted to the Authority on or before the 1 April in accordance with paragraph 2.2 (Annual Interventions Plan) of Schedule 1 Part 4 (Interventions).</p>
<p>Annual Custodial Services Delivery Plan, which contains the information to be</p>	<p>Clause 24.1.1 (Delivery of Annual Custodial Service Delivery Plan)</p>	<p>Annually</p>	<p>All items included in the ACS DP shall be prepared in a draft ACS DP for review and discussion by the Parties at the next Contract Review Meeting at least:</p>

<p>provided in accordance with clause 24.1.2 (Delivery of Annual Custodial Services Delivery Plan)</p>	<p>Paragraph 6.1 (Preparation of the Annual Custodial Service Delivery Plan) of Schedule 5 (Mobilisation, Transition and Transformation)</p>		<p>a) in respect of the first ACSDP, ninety (90) Days prior to the Services Commencement Date in accordance with paragraph 6.1 (Preparation of the Annual Custodial Service Delivery Plan) of Schedule 5 (Mobilisation, Transition and Transformation); and</p> <p>b) thereafter, ninety (90) Days before the due date for submission of the Annual Custodial Service Delivery Plan as specified in clause 24.1.1 (Delivery of Annual Custodial Service Delivery Plan) in accordance with clause 24.1.4 (Delivery of Annual Custodial Services Delivery Plan).</p> <p>The draft ACSDP shall form part of the Contract Review Meeting Director's Report that is submitted at least ten (10) Business Days prior to the Contract Review Meeting (in accordance with paragraph 6.2.1 (Contract Review Meetings) of Part 1 (Custodial Services) of Schedule 1 (Authority's Custodial Service Requirements)).</p> <p>The final ACSDP is submitted to the Authority in accordance with clause 24.1 (Delivery of Annual Custodial Services Delivery Plan) and approved by the Authority in accordance with clause 24.2 (Approval of Annual Custodial Service Delivery Plan).</p>
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<p>Equality and diversity compliance report provided in accordance with clause 29.10.2 (Equality and Diversity Reports)</p>	<p>Clause 29.10.2 (Equality and Diversity Reports) Paragraph 5.6 (Contract Review Meetings) of Part 1 (Custodial Services) of Schedule 1 (Authority's Custodial Service Requirements)</p>	<p>Annually</p>	<p>Twelve (12) Months after the Mobilisation Commencement Date of the Contract and on each twelve (12) Month anniversary of such date</p>
<p>Completed Equality Analysis provided in accordance with clause 29.10.3 (Equality and Diversity Reports) and the Equity Analysis Policy Framework (19/04/2023) (as provided by the Authority and amended from time to time)</p>	<p>Clause 29.10.3 (Equality and Diversity Reports) Paragraph 6.2 (Contract Review Meetings) of Part 1 (Custodial Services) of Schedule 1 (Authority's Custodial Service Requirements)</p>	<p>As required</p>	<p>As required</p>
<p>Annual Resourcing Plan Profile Report</p>	<p>Paragraph 6.3 (Controller/ Director Meetings) of Part 1 (Custodial Services) of Schedule 1 (Authority's Custodial Service Requirements)</p>	<p>Monthly</p>	<p>No later than five (5) Business Days before the Controller/Director Meeting scheduled for the Month after the end of each Month to which the report relates (in accordance with paragraph 6.3 (Controller/ Director Meetings) of Part 1 (Custodial Services) of Schedule 1 (Authority's Custodial Service Requirements))</p>

<p>Health and Safety and Fire Report</p>	<p>Paragraph 6.3 (Controller/ Director Meetings) of Part 1 (Custodial Services) of Schedule 1 (Authority's Custodial Service Requirements)</p>	<p>Monthly</p>	<p>No later than five (5) Business Days before the Controller/Director Meeting scheduled for the Month after the end of each Month to which the report relates (in accordance with paragraph 6.3 (Controller/ Director Meetings) of Part 1 (Custodial Services) of Schedule 1 (Authority's Custodial Service Requirements))</p>
<p>Contractor's Staff Information</p>	<p>Paragraph 2.6 (Mobilisation Period) of Schedule 5 (Mobilisation, Transition and Transformation) and clause 34.2.1 (Appointment of the Director)</p>	<p>As required</p>	<p>At least ninety (90) Days prior to the Services Commencement Date and then within five (5) Business Days of any change to the identity of the individuals in these roles</p>
<p>Staffing Data, which may include, but is not limited to, the total planned 'Staff In Post' number; Breakdowns as requested (e.g. between Operational and Non Operational Grades, roles etc.); Any actions being taken to address deficiencies/challenges; Current/ongoing recruitment activities to fill vacancies; Plans or</p>	<p>n/a</p>	<p>On request</p>	<p>As required</p>

<p>strategies in place to address issues e.g. retention, staff sickness, etc.; detail on suspension and dismissals, disciplinaries and investigation reports.</p>			
<p>Apprentices employed report provided in accordance with clause 36.16.1 (Apprenticeships and Skills)</p>	<p>Clause 36.16.1 (Apprenticeships and Skills)</p>	<p>As required</p>	<p>As required</p>
<p>Contract Review Meeting Director's Report (including, but not limited to draft ACSDPs, Health and Safety and Fire Report, exception report on the ACSDP, audit report, exception report on any</p>	<p>Clause 29.10.1 (Equality and Diversity Reports), Paragraph 6.2 (Contract Review Meetings) of Part 1 (Custodial Services) of Schedule 1 (Authority's Custodial Service Requirements)</p>	<p>Monthly (becoming Quarterly, as further described in paragraph 6.2 (Contract Review</p>	<p>At least ten (10) Business Days prior to any Contract Review Meeting (in accordance with paragraph 6.2 (Contract Review Meetings) of Part 1 (Custodial Services) of Schedule 1 (Authority's Custodial Service Requirements))</p>

<p>audit, exception report against any action plans arising from the Controller/Director Meeting, equality and diversity report in accordance with clause 29.10.1 (Equality and Diversity Reports), and any operational data or report as required by the Authority)</p>		<p>Meetings) of Part 1 (Custodial Services) of Schedule 1 (Authority 's Custodial Service Requirements))</p>	
<p>Annual Fire Risk Assessment in accordance with clause 24.1.2 (Delivery of Annual Custodial Service Delivery Plan)</p>	<p>Clause 24.1.1 (Delivery of Annual Custodial Service Delivery Plan)</p>	<p>Annually (or, more frequently, if required by relevant Legislation or Authority Policies)</p>	<p>On or before the date which is ninety (90) days after the Services Commencement Date and on or before 1 March in each subsequent Contract Year (in accordance with clause 24.1.1 (Delivery of Annual Custodial Service Delivery Plan))</p>

Copies of all substantiated complaints	Paragraph 6.3 (Controller/ Director Meetings) of Part 1 (Custodial Services) of Schedule 1 (Authority's Custodial Service Requirements)	Monthly	No later than five (5) Business Days prior to any Controller/Director meeting (in accordance with paragraph 6.3 (Controller/ Director Meetings) of Part 1 (Custodial Services) of Schedule 1 (Authority's Custodial Service Requirements))
Security Report (as defined in Part 1 (Custodial Services) of Schedule 1 (Authority's Custodial Service Requirements))	Paragraph 6.3 (Controller/ Director Meetings) of Part 1 (Custodial Services) of Schedule 1 (Authority's Custodial Service Requirements)	Monthly	No later than five (5) Business Days prior to any Controller/Director meeting (in accordance with paragraph 6.3 (Controller/ Director Meetings) of Part 1 (Custodial Services) of Schedule 1 (Authority's Custodial Service Requirements))
Action plans arising from self-audit and from any audit by an Audit Agent or the Authority including measuring quality of prison life survey and any other external HMPPS audit or recognised stakeholder audit, including Care Quality Commission and Ofsted, actions of which	Paragraph 6.3 (Controller/ Director Meetings) of Part 1 (Custodial Services) of Schedule 1 (Authority's Custodial Service Requirements)	Monthly/as available, for each Contract Review Meeting	As required

the Contractor is required to address			
Self-audit quality assurance report	Paragraph 6.3 (Controller/ Director Meetings) of Part 1 (Custodial Services) of Schedule 1 (Authority's Custodial Service Requirements)	Monthly	No later than five (5) Business Days before the Controller/Director Meeting scheduled for the Month after the end of each Month to which the report relates (in accordance with paragraph 6.3 (Controller/ Director Meetings) of Part 1 (Custodial Services) of Schedule 1 (Authority's Custodial Service Requirements))
Self-audit programme (as further described in paragraph 8 (Audit and Assurance) of Part 1 (Custodial Services) of Schedule 1 (Authority's Custodial Service Requirements))	Paragraph 7 (Audit and Assurance) of Part 1 (Custodial Services) of Schedule 1 (Authority's Custodial Service Requirements)	Annually	In accordance with paragraph 7.2 (Self-Audit by the Contractor) of Part 1 (Custodial Service) of Schedule 2 (Authority's Custodial Service Requirements)
Self-audit programme progress report	Paragraph 6.3 (Controller/ Director Meetings) of Part 1 (Custodial Services) of Schedule 1 (Authority's Custodial Service Requirements)	Monthly	No later than five (5) Business Days before the Controller/Director Meeting scheduled for the Month after the end of each Month to which the report relates (in accordance with paragraph 6.3 (Controller/ Director Meetings) of Part 1 (Custodial Services) of Schedule 1 (Authority's Custodial Service Requirements))

Stability Audit Return	Clause 17 (Riot Damages)	Weekly	No later than two (2) Business Days after the end of each week. Report will be required immediately, if risk to stability increases to medium or high level.
Cell Certification Schedule and Cell Certificate Schedule Summary Sheet	Paragraph 4 (Prisoner Places and Availability) and paragraph 5.7 (Cell Certificate Rectification) of Schedule 14 (Payment Mechanism)	As required	Within ten (10) Business Days of the Services Commencement Date and then as and when required to enable any proposed changes to be authorised prior to any changes being made and to ensure that cell certificates are kept up to date.
Operational Briefing Sheet	Clause 64.9.12.3 (Security and Confidentiality of Prescribed Documentation) Paragraph 6.1 (Operational Briefing Sheet) of Schedule 1 (Authority's Custodial Service Requirements) Part 1 (Custodial Services) Paragraph 13.2 (Prisoner access to ICT) of Schedule 2 (Digital)	On each Day during the Custodial Service Period	On each Day during the Custodial Service Period
Daily Report	Clause 15.5 (Daily Report), clause 18.3 (Notification of Events Affecting Cell Certificates or Availability) and clause 23.2.3 (Authority Auditing) Schedule 8 (Daily Report)	By nine (9) a.m. on each Day during the Custodial	On each Day during the Custodial Service Period

	Schedule 14 (Payment Mechanism)	Service Period/monthly summary	
Statutory Certificates	Schedule 5 (Mobilisation, Transition and Transformation)	As required	Within ten (10) Business Days of Services Commencement Date, then as and when required
Report on items referred to in clause 64.3.2 (Maintenance of Records)	Clause 64.3.2 (Maintenance of Records)	As required	As and when required
Health and safety report provided in accordance with paragraph 6.11.2 (Consultation and Communication) of Schedule 11 (Property and Facilities Management)	Paragraph 6.11.2 (Consultation and Communication) of Schedule 11 (Property and Facilities Management)	Monthly	Within fifteen (15) Business Days after the end of the relevant Month

Safer Custody Report (as defined in Part 1 (Custodial Services) of Schedule 1 (Authority's Custodial Service Requirements))	Paragraph 6.3 (Controller/ Director Meetings) of Part 1 (Custodial Services) of Schedule 1 (Authority's Custodial Service Requirements)	Monthly	No later than five (5) Business Days before the Controller/Director Meeting scheduled for the Month after the end of each Month to which the report relates (in accordance with paragraph 6.3 (Controller/ Director Meetings) of Part 1 (Custodial Services) of Schedule 1 (Authority's Custodial Service Requirements))
HMPPS Performance Hub report provided in accordance with paragraph 11.9 (Authority's ICT System) of Schedule 2 (Digital)	Paragraph 11 (Authority's ICT System) of Schedule 2 (Digital)	Monthly	No later than ten (10) Business Days after the end of the relevant Month
Monthly Performance Report (PPT Measures and CDIs)	Paragraph 7 (Monthly Performance Reporting) of Schedule 15 (Performance Mechanism)	Monthly	No later than ten (10) Business Days after the end of the relevant Month
Performance Quarter Report (PPT Measures, CDIs and Performance Points)	Paragraph 8 (Quarterly Performance Reporting) of Schedule 15 (Performance Mechanism)	Quarterly	No later than ten (10) Business Days after the end of the relevant Performance Quarter

<p>Monthly waste report to be generated against Appendix 1 (Sustainability Data Collection Template) of Schedule 12 (Sustainability)</p>	<p>Paragraph 15 (Waste and Resources Monitoring and Reporting) of Schedule 12 (Sustainability)</p>	<p>Monthly</p>	<p>Within fifteen (15) Business Days after the end of the relevant Month</p>
<p>Monthly utility consumption report to be generated against Appendix 2 (Sustainability Data Collection Template) of Schedule 12 (Sustainability)</p>	<p>Paragraph 14 (Utility (energy and water) Monitoring and Reporting) of Schedule 12 (Sustainability)</p>	<p>Monthly</p>	<p>Within fifteen (15) Business Days after the end of the relevant Month</p>
<p>Monthly Usage Report provided in accordance with paragraph 14 (Utility (energy and water))</p>	<p>Paragraph 14 (Utility (energy and water) Monitoring and Reporting) of Schedule 12 (Sustainability)</p>	<p>Monthly</p>	<p>Within fifteen (15) Business Days after the end of the relevant Month</p>

Monitoring and Reporting) of Schedule 12 (Sustainability)			
Fugitive emissions report provided in accordance with paragraph 14 (Utility (energy and water) Monitoring and Reporting) of Schedule 12 (Sustainability)	Paragraph 14 (Utility (energy and water) Monitoring and Reporting) of Schedule 12 (Sustainability)	Monthly	Within fifteen (15) Business Days after the end of the relevant Month
Key plant and equipment audit report	Paragraph 8 (Energy and Water Management) of Schedule 12 (Sustainability)	Annually	As required
Monthly Usage Report	Paragraph 14 (Utility (energy and water) Monitoring and Reporting) of Schedule 12 (Sustainability)	Monthly	Within fifteen (15) Business Days after the end of the relevant Month
Greening Government Commitments and FReM report	Paragraph 6 (Monitoring and Reporting) of Schedule 12 (Sustainability)	Monthly/quarterly, as agreed	From the Services Commencement Date

<p>FM Monthly Summary Management Report (as further defined in paragraph 4.24 (Management Information and Record Verification) of Schedule 11 (Property and Facilities Management))</p>	<p>Paragraph 4.24 (Management Information and Record Verification) of Schedule 11 (Property and Facilities Management)</p>	<p>Monthly</p>	<p>Within fifteen (15) Business Days after the end of the relevant Month</p>
<p>Perambulation report provided in accordance with paragraph 4.15.4 (Groundworks) of Schedule 11 (Property and Facilities Management)</p>	<p>Paragraph 4.15.4 (Groundworks) of Schedule 11 (Property and Facilities Management)</p>	<p>Twice annually</p>	<p>As required</p>
<p>Recompetition Data (as defined in Schedule 24 (Handover and Exit))</p>	<p>Clause 55.2 (Transition to Another Contractor) and clause 72.10.8 (Flow Down and Payment Terms in Sub-Contracts)</p>	<p>Annually</p>	<p>By 1 March in each Contract Year</p>

	Schedule 24 (Handover and Exit Management)		
Electronic access to the 'Local Security Strategy' and Mercury systems (including printed copies on request).		Ongoing	Ongoing
Ad hoc datasets – for example staffing data, resident activity data or other datasets requested by the Authority		On request	As required
Sub-Contractor Payment Performance Report (as defined in clause 72.13.2 (Prompt Payment of Supply Chain))	Clause 72 (Sub-Contracting and Assignment)	Monthly	Within ten (10) Business Days after the end of the relevant Month
Unavailability Report	Paragraph 5.2 (Unavailability Reports) of Schedule 14 (Payment Mechanism)	Daily/monthly	On a daily basis as part of the Daily report and on a monthly basis (in accordance with paragraph 9.3 (Monthly Reporting) of Schedule 14 (Payment Mechanism))

Appendix 2 - Contract Delivery Indicators

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Contract Delivery Indicators – Table 7

Reactive Maintenance Response and Rectification Times

[Redacted under FOIA section 43, Commercial interests]