



ANNEX 01:

DEFINITIONS

Version number	Date	Comment
1.0	28 November 2025	Execution Version



1. DEFINITIONS

1.1 In this Contract and in the Background unless the context otherwise requires:

"2013 Regulations" means the Local Government Pension Scheme Regulations 2013 (SI 2013/2356) (as amended from time to time);

"Accepted Employer" has the meaning given to it in the TPS Regulations;

"Accounting Reference Date" means the dates to which the Contractor prepares its audited financial statements;

"Accredited Offending Behaviour Programme" or "Accredited OBPs" means any programme, which is intended to address an offender's needs that has been proven likely to reduce reoffending and has been accredited as such for use in prisons by the Authority listed at <https://www.gov.uk/guidance/offending-behaviour-programmes-and-interventions> (as may be amended from time to time);

"ACSDP Approval Certificate" means an approval certificate issued in accordance with **clause 24.2.1.1 (Approval of Annual Custodial Service Delivery Plan)**;

"ACSDP Notice of Non-Compliance" means a notice of non-compliance issued in accordance with **clause 24.2.1.2 (Approval of Annual Custodial Service Delivery Plan)**;

"ACSDP Reports" means a report providing progress updates to the Annual Custodial Service Delivery Plan;

"Activate" means, as relevant:

- (a) the activation of a RRAPP Band in accordance with **paragraph 6.2 (RRAPP Band Activation) of Schedule 14 (Payment Mechanism)**; or
- (b) the activation of an APP Band in accordance with **paragraph 7.2 (APP Band Activation) of Schedule 14 (Payment Mechanism)**; or
- (c) the activation of an Immediate RRAPP Band in accordance with **paragraph 15.2 (Immediate RRAPP Band Activation) of Schedule 14 (Payment Mechanism)**,

and **"Activated"**, **"Active"**, **"Activating"** and **"Activation"** shall be



construed accordingly;

"Active APP Band" means an APP Band in respect of which:

- (a) the Authority has served an APP Band Activation Notice;
- (b) the date specified in the relevant APP Band Activation Notice for the addition of Additional Prisoner Places has been reached; and
- (c) the date specified in any APP Band Deactivation Notice relating to that APP Band has not been reached;

"Active Immediate RRAPP Band" means an Immediate RRAPP Band in respect of which:

- (a) the Authority has served an Immediate RRAPP Band Activation Notice;
- (b) the date specified in the relevant Immediate RRAPP Band Activation Notice for the reduction in the Available Prisoner Places in that Immediate RRAPP Band has been reached; and
- (c) the date specified in any Immediate RRAPP Band Deactivation Notice relating to that RRAPP Band has not been reached;

"Active RRAPP Band" means a RRAPP Band in respect of which:

- (a) the Authority has served a RRAPP Band Activation Notice;
- (b) the date specified in the relevant RRAPP Band Activation Notice for the reduction in the Available Prisoner Places in that RRAPP Band has been reached; and
- (c) the date specified in any RRAPP Band Deactivation Notice relating to that RRAPP Band has not been reached;

"Actual Redundancy Cost" means the actual cost of:

- (a) any statutory redundancy payment made in accordance with section 162 of the Employment Rights Act 1996; and
- (b) any contractual redundancy payment, provided that such Transferring Previous Contractor Employee was entitled to such contractual redundancy payment immediately prior to their

transfer to the Contractor (or Notified Sub-Contractor) pursuant to the Relevant Transfer and provided that this sum does not include any statutory redundancy payment; and

- (c) the Direct Employment Costs up to the date of termination (i.e. the end of the notice period) by reason of redundancy or the anticipated redundancy date included in Tab 21 of the Base Case and the Mobilisation and Transition Plan (whichever is earlier),

made to each Transferring Previous Contractor Employee who was identified, or in respect of whom a role was identified, as potentially surplus to requirements in Tab 21 of the Base Case and for whom, or in respect of which role, an Anticipated Redundancy Cost was therefore included and calculated in accordance with the ITT and FRT Guidance and to the extent those costs arise directly from the terms and conditions of employment which applied to the Transferring Previous Contractor Employee immediately before the Relevant Transfer Date;

"Actual TUPE Costs"

means the actual total costs to employ Transferring Previous Contractor Employees, to the extent those costs arise directly from the terms and conditions of employment which applied to those employees immediately before the Relevant Transfer Date and which transferred to the Contractor or a Notified Sub-Contractor pursuant to the Employment Regulations, and/or New Fair Deal, and/or sections 257 and 258 of the Pensions Act 2004 and the Transfer of Employment (Pension Protection) Regulations (SI 2005/649) as amended but excluding any GIP Costs. For the avoidance of doubt Actual TUPE Costs excludes the costs of any Transferring Previous Contractor Employee for whom any Redundancy Cost Adjustment is sought in accordance with **paragraph 7 (Redundancy Risk Premium and Redundancy Risk Reduction) of Part 2 of Schedule 18 (TUPE, Employees and Pensions)** or any Relevant Headcount Adjustment in accordance with **paragraph 6 (Relevant Headcount Adjustments) of Part 2 of Schedule 18 (TUPE, Employees and Pensions)**;

"Actuary"

means a Fellow of the Institute and Faculty of Actuaries;

"Additional Learning Needs" or

means the additional needs of a Prisoner that need to be addressed to enable them to fully engage in, and benefit from, education provision that are



"ALN"	arising from learning difficulty or disability (whether the learning difficulty or disability arises from a medical condition or otherwise) which calls for additional learning provision;
"Additional Prisoner Place" or "APP"	means an Additional Prisoner Place, in addition to the Maximum Available Prisoner Places - Main, for the Main Prison only;
"Adjoining Property"	means any land and/or property adjoining or in the neighbourhood of the Site and each and every part of such land and/or property including all conduits, roads, footpaths, walls, fences, buildings and other erections and all service media and other apparatus on, under or within such land and/or property;
"Adjusted Base Weighting" or "ABW"	means the weighting that is applied to Quarterly Contract Delivery Indicators in AAI Performance Quarters using the methodology at Table 3 of Appendix 2 (Contract Delivery Indicators) to Schedule 15 (Performance Mechanism) ;
"Administering Authority"	means, in relation to the Fund, the relevant Administering Authority of that Fund for the purposes of the Local Government Pension Scheme Regulations 2013;
"Admission Agreement"	means the CSPS Admission Agreement, the LGPS Admission Agreement and/or the TPS Participation Agreement, as the context requires;
"ADR Notice"	means a notice in writing by the Authority to the Contractor in accordance with clause 70.4.1 (Mediation) requiring the Parties to participate in Mediation;
"Adult Safeguarding in Prisons"	means keeping Prisoners safe and protecting them from abuse and neglect. This is underpinned by six key principles as set out at Annex A of PSI 16/2015 (Adult Safeguarding in Prisons) (as amended from time to time);
"Adult Social Care Memorandum of Understanding (MOU)"	has the meaning given to it in PSI 03/2016 (as may be amended from time to time);
"Affected Party"	has the meaning given to it in the definition of Force Majeure Event;



"Affiliate"	means in relation to any person, any Holding Company or Subsidiary of that person or any Subsidiary of such Holding Company;
"Aggregate Quarterly Payment"	means the aggregate of the Monthly Contract Price for each Month in any Performance Quarter in accordance with paragraph 1.14 (Adjustment for Performance Point Deductions) of Schedule 14 (Payment Mechanism) ;
"Alternative Third Party Contract"	means contracts for other sources of supply for one or more of the Services provided under the Optional Authority Third Party Contracts;
"Annual Accounts"	means the complete set of accounts produced by a business every year showing the results of trading during the year and the financial state of the company;
"Annual Contracted Regime Delivery Plan"	means the annual plan produced by the Contractor detailing the Contractor's plans for delivering the Regime at the Prison and including the requirements set out in clause 24.1.2.5 (Delivery of Annual Custodial Service Delivery Plan) ;
"Annual Custodial Service Delivery Plan" or "ACSDP"	<p>means an annual plan to show how the Contractor will provide the Custodial Service and Sustainability Requirements covering:</p> <ul style="list-style-type: none">(a) for the plan provided by the Contractor in the first Contract Year; both the first and second Contract Years; and(b) for the plan provided in subsequent Contract Years, the next Contract Year, <p>as further described in clause 24 (Annual Custodial Service Delivery Plan);</p>
"Annual Drug Strategy"	means a strategy focused on the local risks and needs concerning substance misuse (which shall include the illicit misuse of all substances including alcohol) in the Prison incorporating the three key principles of restricting supply, reducing demand and building recovery. The strategy shall be written in conjunction with the HMPPS Prisons Drug Strategy (as may be amended or superseded from time to time) and the Healthcare Provider and shall be in such form and detail as required by the Authority;
"Annual Education Delivery Plan"	means the annual plan for the performance of the Education Services which shall form part of the Annual Custodial Service Delivery Plan and shall comply with the requirements of paragraph 1.2 (Requirements) of Part



2 (Prisoner Education Services) of Schedule 1 (Authority's Custodial Service Requirements);

"Annual Fire Risk Assessment"	means a review undertaken of a building in order to assess its fire risk and, if necessary, offer recommendations to make the building safer;
"Annual Interventions Cost" or "AIC"	means the annual cost of delivering Interventions in accordance with Part 4 (Interventions) of Schedule 1 (Authority's Custodial Service Requirements) (in particular paragraph 4 (Annual Interventions Cost) of Part 4 of Schedule 1) and calculated in accordance with paragraph 1.6 (Monthly Interventions Payment – Main Prison only) of Schedule 14 (Payment Mechanism) ;
"Annual Interventions Plan"	means a three-year plan in the form set out at Appendix 1 (Intervention Plan) to Part 4 (Interventions) of Schedule 1 (Authority's Custodial Service Requirements) (as may be amended by the Authority from time to time) which shall comply with the requirements of paragraph 2 (Annual Interventions Plan) of Part 4 (Interventions) of Schedule 1 (Authority's Custodial Service Requirements) ;
"Annual Lifecycle Cost" or "ALC"	means the anticipated annual Lifecycle cost for each Contract Year as set out in the Lifecycle Cost Programme, the aggregate of such annual sums being then converted into a daily payment through the Operational Services Lifecycle Cost as set out in paragraph 11.3 (Operational Services Available Prisoner Place Payment) of Schedule 14 (Payment Mechanism) ;
"Annual Prison Industries, Prison Work and Training Delivery Plan"	means the Contractor's plan to provide appropriate Work Places for certain Prisoners (including in Prison Industries and any other work inside the Prison) in accordance with Part 3 (Prison Industries) of Schedule 1 (Authority's Custodial Service Requirements) ;
"Annual Purposeful Activity Plan"	means a plan produced by the Contractor showing the Contractor's innovation and Purposeful Activities based on those set out in Schedule 7 (Contractor's Proposal) ;
"Annual Resourcing Plan Profile Report"	means a report which includes details of variations between planned and actual resources by staff grade and any actions relating to recruitment and retention including absence and sickness management;
"Annual	means a plan produced by the Contractor complying with the requirements



"Resourcing Plan"	of clauses 36.11.2.1 and 36.11.2.2 (Sufficient Contractor's Staff) showing sufficient resourcing levels for delivering the Custodial Services over a Contract Year to ensure that the Prison is a safe, secure and decent environment;
"Annual Search Risk Assessment and Search Strategy"	means: (a) a risk assessment which shall evaluate the current threat level to the Prison and the measures in place to counteract any concerns including how such concerns have informed the search strategy; (b) a search strategy which shall cover the strategy for both routine and intelligence-led approaches, in each case, in such form and detail as required by the Authority;
"Annual Utility Adjustment" or "AUA"	means the annual utility adjustment (if any) calculated and applied against the Monthly Contract Price in accordance with paragraph 1.11 (Annual Utility Adjustment) of Schedule 14 (Payment Mechanism) ;
"Annual Utility Services Consumption Targets" or "Ct"	means, for each utility service, the figures set out in the table in paragraph 12.1.9.2 (Utility Target (UT)) of Schedule 14 (Payment Mechanism) ;
"Annual Utility Services Cost Estimate" or "AUSCE"	means the amount calculated in accordance with paragraph 1.10 (Monthly Utility Fee) of Schedule 14 (Payment Mechanism) ;
"Annual, Audit or Inspection - Performance Quarter" or "AAI Performance Quarter"	means a Performance Quarter which includes a Performance Result from at least one Annual, Audit, or Inspection Contract Delivery Indicator;
"Annual, Audit or Inspection Weighting" or "AAI Weighting"	means the weighting that is applied to AAI Contract Delivery Indicators as set out at column G of Table 1 of Appendix 2 (Contract Delivery Indicators) to Schedule 15 (Performance Mechanism) when the relevant AAI Contract Delivery Indicator has received a Performance Result;



"Annual, Audit, or Inspection Contract Delivery Indicator" or "AAI Contract Delivery Indicator" means a Contract Delivery Indicator that is not applied every Performance Quarter;

"Anticipated Redundancy Cost" means the anticipated cost of:

- (a) statutory redundancy payment calculated in accordance with the guidance given in the ITT and FRT Guidance;
- (b) any contractual redundancy payment calculated in accordance with the guidance given in the ITT and FRT Guidance and the data in the data room;
- (c) the Direct Employment Costs up to the anticipated termination date (i.e. the end of their notice period) by reason of redundancy as set out in the Contractor's Mobilisation and Transition Plan and Base Case which shall, in any event, be no longer than twelve (12) months following the Relevant Transfer Date;

to be made to each individual who is expected to be a Transferring Previous Contractor Employee and whom the Contractor identifies as being surplus to requirements (whether individually or by virtue of a pool situation), calculated in accordance with the TUPE Information and the ITT and FRT Guidance provided to the Contractor for the purposes of its bid for this Contract and as set out within Tab 21 of the Base Case;

"Anticipated TUPE Costs" means the total costs of employing those individuals who are expected to be Transferring Previous Contractor Employees calculated in accordance with the guidance given in the ITT and FRT Guidance and the relevant TUPE Information provided to the Contractor for the purpose of its bid for this Contract and as set out in Columns E to H in Tab 8(a) and Columns D to G in Tab 17 of the Base Case, but excluding any GIP Costs;

"API" means 'Application Programme Interface' and is a mechanism for applications to exchange data and access functionality in a standardised way independent of underlying technology differences, abstracting the implementation complexities of the underlying system or database behind a simple and consistent interface;



"APP Band Activation Notice"	means a notice to be issued by the Authority to the Contractor in accordance with paragraph 7.2.1 (APP Band Activation) of Schedule 14 (Payment Mechanism) in order to Activate one or more APP Bands;
"APP Band Deactivation Notice"	means a notice issued by the Authority to the Contractor in accordance with paragraph 7.3.1 (APP Band Deactivation) of Schedule 14 (Payment Mechanism) in order to Deactivate one or more APP Bands;
"APP Band Demobilisation Cost" or "ADMC"	means any one-off reasonable costs resulting directly from a decrease in the staffing levels required to deliver a lower number of Available Prisoner Places in the Main Prison, which are actually incurred by the Contractor due to the Deactivation of one or more APP Bands in accordance with paragraph 1.18 (APP Band Demobilisation Cost – Main Prison only) of Schedule 14 (Payment Mechanism) but excluding any costs relating to redundancy including those covered by the Base Case Anticipated Redundancy Cost, the Anticipated Redundancy Cost, the Relevant Headcount Adjustment and/or the Service Change Redundancy Surcharge;
"APP Band Mobilisation Costs" or "AMC"	means any one-off reasonable costs resulting directly from an increase in the staffing levels required to deliver a higher number of Available Prisoner Places in the Main Prison, which are actually incurred by the Contractor due to the Activation of one or more APP Bands in accordance with paragraph 1.17 (APP Band Mobilisation Costs – Main Prison only) of Schedule 14 (Payment Mechanism) ;
"APP Bands"	means the specified bands of Additional Prisoner Places identified in paragraph 7.1.2 (APP Bands – Main Prison only) of Schedule 14 (Payment Mechanism) that may be Activated and Deactivated by the Authority from time to time in respect of the Main Prison only in accordance with the process set out in paragraph 7.1 (APP Bands – Main Prison only) of Schedule 14 (Payment Mechanism) ;
"APP Fee Indexation Components"	means the components APP Fee ₁ and APP Fee ₂ , into which each APP Band is divided for the purposes of indexation, as set out in paragraph 3.5 (Indexation of APP Fee – Main Prison only) of Schedule 14 (Payment Mechanism) ;
"APP Fee" or "AF"	means the fee payable per Additional Prisoner Place per Day in respect of the Main Prison only in accordance with paragraph 7.5.1 (Additional Prisoner Place Fees – Main Prison only) of Schedule 14 (Payment Mechanism) ;



Mechanism);

**"Applicable
Contractor
Personnel"**

means any Contractor's Staff who:

- (a) are employees of the Contractor;
- (b) are Dedicated Contractor Personnel;
- (c) have not transferred (and are not in scope to transfer at a later date) to the Authority or the New Contractor by virtue of the Employment Regulations; and
- (d) have not resigned or given notice of resignation prior to the date of their dismissal by the Contractor; and
- (e) the Contractor can demonstrate to the satisfaction of the Authority:
 - (i) are surplus to the Contractor's requirements notwithstanding its obligation to provide services to its other customers;
 - (ii) are genuinely at risk of being dismissed by reason of redundancy (as such term is defined in section 139 of the Employment Rights Act 1996); and
 - (iii) have been selected for redundancy by the Contractor on objective grounds other than the fact that the Contractor is entitled to reimbursement under this provision in respect of such employees;

**"Applicable
Contractor's Staff"**

means any Contractor's Staff who:

- (a) at the Early Termination Date or Termination Date (as the case may be):
 - (i) are employees of the Contractor or a Sub-Contractor;
 - (ii) are then assigned to the Services (and if the Contractor is unsure as to whether Contractor's Staff are or should be regarded as so assigned, it shall consult with the Authority whose view shall be determinative provided that the employee has been materially involved in the provision of the Services or any part of the Service); and

- (iii) have not transferred (and are not in scope to transfer at a later date) to the Authority or a New Contractor by virtue of TUPE;
- (b) are dismissed or given notice of dismissal by the Contractor or relevant Sub-Contractor within:
 - (i) forty (40) Business Days of the Early Termination Date or Termination Date (as the case may be); or
 - (ii) such longer period required by Legislation, their employment contract (as at the Early Termination Date or Termination Date (as the case may be)) or an applicable collective agreement;
- (c) have not resigned or given notice of resignation prior to the date of their dismissal by the Contractor or relevant Sub-Contractor; and
- (d) the Contractor can demonstrate to the satisfaction of the Authority:
 - (i) are surplus to the Contractor's or relevant Sub-Contractor's requirements after the Early Termination Date or Termination Date (as the case may be) notwithstanding its obligation to provide services to its other customers;
 - (ii) are genuinely being dismissed for reasons of redundancy; and
 - (iii) have been selected for redundancy by the Contractor or relevant Sub-Contractor on objective grounds other than the fact that the Contractor or relevant Sub-Contractor is entitled to reimbursement under this provision in respect of such employees;

"Application for Payment"

means a report showing, for the Month concerned, the Monthly Payment and, individually, each item taken into account in calculating the Monthly Payment for that Month pursuant to **paragraph 9.3 (Monthly Reporting) of Schedule 14 (Payment Mechanism)**;

"Approved Codes of Practice" or

means the published guidance by the health and safety executive describing preferred or recommended methods that can be used (or standards to be met) to comply with regulations and the duties imposed by the Health and



"ACOPs"	Safety at Work etc. Act 1974;
"Approved Food Goods"	means food goods for provision to Prisoners that have been approved by the Authority and in accordance with the "Catering Meals for Prisoners" PSI 44/2010 (as amended from time to time);
"Approved Premises" or "AP"	means an address to which a Prisoner has been approved to reside by their probation service provider, which may in some instances have embedded Authority staff providing additional supervision after release;
"Approved Prisoner Retail Goods"	means retail, catalogue and promotional goods approved by the Authority as notified to the Contractor from time to time;
"Approved Sub-Contract"	means any Sub-Contract identified in Schedule 7 (Contractor's Proposal) ;
"Arbitration"	means an arbitration conducted under clause 70.11 (Arbitration) ;
"Arbitrator"	means the arbitrator agreed by the Parties for the purposes of an Arbitration in accordance with clause 70.11 (Arbitration) ;
"Asbestos Register"	means the register of actual or potential Asbestos at the Prison created pursuant to the Control of Asbestos Regulations 2012;
"Asbestos"	has the meaning given to it in the Control of Asbestos Regulations 2012;
"ASBO"	means an 'anti-social behaviour order' (as defined in the Crime and Disorder Act 1998);
"Assessment and Care in Custody Teamwork" or "ACCT"	means the procedures to be used when any Prisoner is identified as posing a risk of harm to themselves or being at risk of harm from others. These procedures are outlined in chapter 5 of PSI 64/2011 (Management of prisoners at risk of harm to self, to others and from others) (as amended from time to time);
"Assessment Unit" or "AU"	means a dedicated unit within the DTC for DTC Prisoners who are identified as in need of the standard three (3) Month assessment period before moving into Core Therapy on a DTC Wing;
"Asset and Contract Transfer"	means the contract between the Authority and the Contractor (or such other parties which may be relevant with respect to the Legacy Contracts and



Contract"	Legacy Assets) in the form set out in Schedule 13 (Asset and Contract Transfer) dealing with the identification and transfer of Legacy Contracts and Legacy Assets;
"Asset Condition Schedule"	means a document to be maintained by the Contractor throughout the Service Period (which may initially be based upon the Asset Management Records) in accordance with Schedule 11 (Property and Facilities Management) identifying the standard and condition of the Built Environment and M&E Assets and all other Assets at the Site (including those set out in the Equipment Register);
"Asset Forward Maintenance Plan"	means the plan to be prepared by the Contractor for a schedule of Maintenance Services and Works to be carried out with respect to the Prison, and the Site, to be prepared in accordance with paragraphs 4.10 (Finalisation of Asset Forward Maintenance Plan and Asset Forward Replacement Plan) and 4.11 (Asset Forward Maintenance Plan) of Schedule 11 (Property and Facilities Management) ;
"Asset Forward Replacement Plan"	means the plan to be prepared by the Contractor for a schedule of Lifecycle activities and Works to be carried out with respect to the Prison, and the Site, to be prepared in accordance with paragraph 4.10 (Finalisation of Asset Forward Maintenance Plan and Asset Forward Replacement Plan) and 4.12 (Asset Forward Replacement Plan) of Schedule 11 (Property and Facilities Management) ;
"Asset Management Records" or "AMRs"	means the records and reports scheduling the condition and maintenance of the Prison and the Site (Built Environment and M&E Assets), pre-existing maintenance and repair plans, and/or other relevant documents contained in the Disclosed Data including: (a) 'HMP Dovegate – PFI Dilapidation Report August 2024'; and (b) 'HMP Dovegate - PFI Lifecycle Report August 2024', that may be (as applicable) maintained by the Previous Contractor and/or prepared by the Authority and/or commissioned by or on behalf of the Authority (including in relation to the exit requirements under the PFI Project Agreement);
"Asset Register"	means a register of assets (including the Assets) that are maintainable by the Contractor, including those contained within the Equipment Register



- and the Asset Condition Schedule;
- "Assets"** means Authority Assets and/or Contractor Assets;
- "Associated Person"** has the meaning given to it in section 44(4) of the Criminal Finances Act 2017;
- "Assurance"** means written confirmation from a Relevant Body to the Contractor that the CRP Information is approved by the Relevant Body;
- "Audit Agents"** means:
- (a) the Authority's internal and external auditors;
 - (b) the Authority's statutory or regulatory auditors;
 - (c) HMIP;
 - (d) the Independent Monitoring Board;
 - (e) the Prison and Probation Ombudsman;
 - (f) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;
 - (g) HM Treasury or the Cabinet Office;
 - (h) any party formally appointed by the Authority to carry out audit or similar review functions; and
 - (i) successors or assigns of any of the above;
- "Audit Model"** means the Contractor's model of audits and review that complies with the requirements set out in **paragraph 7.1 (Audit Approach) of Part 1 (Custodial Services) of Schedule 1 (Authority's Custodial Service Requirements)**;
- "Authority Assets"** means the physical assets owned by the Authority or other Government department or other third party and which are made available by the Authority to the Contractor on the terms set out in **clause 15.3 (Contractor's use of Authority Assets)**;
- "Authority"** means:



- Background IPR"**
- (a) IPRs owned by the Authority before the Commencement Date, including IPRs contained in any of the Authority's know-how, documentation, processes and procedures;
 - (b) IPRs created by the Authority independently of this Contract; and/or
 - (c) Crown Copyright which is not available to the Contractor otherwise than under this Contract;

but excluding IPRs owned by the Authority subsisting in the Authority Software;

"Authority Change" means a Change to the Services or the scope thereof or to the manner in which they are provided or to any of the terms of this Contract proposed by the Authority pursuant to **Schedule 16 (Change Protocol)**, and which is not required by a Change in Law;

"Authority Contamination" means Contamination which is present in or under the Site at or before the Services Commencement Date and Contamination which is directly caused by the Previous Contractor, except for Contractor Contamination;

"Authority Damage" means any damage to the Prison the cost of which is the responsibility of the Authority pursuant to **clause 69.1 (Responsibility for Damage)**;

"Authority Data" means:

- (a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are:
 - (i) supplied to the Contractor by or on behalf of the Authority (including from Healthcare Providers or Social Care Service Providers); and/or
 - (ii) which the Contractor is required to generate, process, store or transmit pursuant to this Contract; or
- (b) any Personal Data for which the Authority and/or a Relevant Organisation is the Data Controller;



"Authority Default"	means one of the following events: <ul style="list-style-type: none">(a) an expropriation, sequestration or requisition of a material part of the Contractor Assets by the Authority or other Relevant Authority;(b) a failure by the Authority to make payment of any amount of money exceeding an amount equivalent to the total of two (2) Months' of the Monthly Payment (Indexed) that is due and payable by the Authority under this Contract within thirty (30) Days after service of a formal written demand by the Contractor, where that amount fell due and payable two (2) (or more) Months prior to the date of service of the written demand;(c) a breach by the Authority of its obligations under this Contract which substantially frustrates or renders it impossible for the Contractor to perform its obligations under this Contract for a continuous period of two (2) Months; or(d) a breach by the Authority of clause 72.1 (Restrictions on Transfer of this Contract by the Authority) occurs;
"Authority Food Supplier"	means an Authority Supplier(s) from time to time of Approved Food Goods under an Authority Prison Food Contract;
"Authority Indemnified Party"	means the Authority and each and every person to whom the Authority sub-licenses, assigns or novates any Relevant IPRs or rights in Relevant IPRs in accordance with this Contract;
"Authority Mandatory Drug Testing Contract"	means an Authority Third Party Contract for the supply of a mandatory drug testing (as amended or replaced from time to time);
"Authority Policies"	means those policies of the Authority referred to in Schedule 4 (Authority Policies) , in the form in force from time to time;
"Authority Prison Food Contract"	means an Authority Third Party Contract for the supply of food goods (as amended or replaced from time to time);
"Authority Prisoner Retail"	means the Authority representative responsible for the Authority Prisoner Retail Contract as notified to the Contractor from time to time;



Category Manager"

"Authority Prisoner Retail Contract" means an Authority Third Party Contract for the supply of Approved Prisoner Retail Goods (as amended or replaced from time to time);

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

"Authority Related Party" means an officer, agent, contractor, employee or sub-contractor (of any tier) of the Authority acting in the course of their office or employment or appointment (as appropriate), but excluding in each case the Contractor, any Contractor Related Party, Prisoners, Education Providers, Healthcare Providers and Social Care Service Providers;

"Authority Required Doubled Up Prisoner" or "ARDUP" means both Doubled Up Prisoners who are sharing a Single Prison Cell at the request of the Authority;

"Authority Software Applications" means the Authority Software and databases provided by the Authority to provide functionality for business processes and retain a master record of data;

"Authority Software" means software which is owned by or licensed to the Authority (other than under or pursuant to this Contract) and which is or will be used by the Contractor for the purposes of providing the Services;

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

"Authority Third Party Contract" means a contract entered into by the Authority from time to time for the provision of certain goods and services as specified in **paragraph 2 (Supply under Authority Third Party Contracts) of Schedule 3 (Authority Third Party Contracts)**;

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

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



"Uniform Supplier"	Authority Uniform Contract;
"Authority Utilities Contract"	means an Authority Third Party Contract for the supply of a utility and / or utilities as set out in paragraph 5 (Authority Utilities Contract) of Schedule 3 (Authority Third Party Contracts) (as amended or replaced from time to time);
"Authority Utilities Supplier"	means an Authority Supplier(s) from time to time of a utility and / or utilities under an Authority Utilities Contract;
"Authority's Cabling Specification"	means the cabling specification provided by the Authority as part of the Operating Manual;
"Authority's Custodial Requirements"	means the requirements of the Authority in respect of the Services as set out in all Parts of Schedule 1 (Authority's Custodial Service Requirements) ;
"Authority's ICT System"	means any part of the ICT System owned by the Authority and/or licensed to the Authority by a third party and which interfaces with the Contractor's ICT System or which is provided by the Authority to the Contractor in connection with this Contract;
"Authority's Property and Facilities Management Requirements"	means the requirements of the Authority in respect of the Property and Facilities Management Services set out in Schedule 11 (Property and Facilities Management) and sustainability set out in Schedule 12 (Sustainability) ;
"Authority's Representative"	means the representative appointed by the Authority from time to time pursuant to clause 79.1 (Representatives of the Authority) ;
"Authority's Representative's Approval"	means the prior written approval of the Authority's Representative;
"Authority's Requirements"	means the requirements of the Authority in respect of the Authority's Custodial Requirements and the Authority's Property and Facilities Management Requirements;
"Authority's Sustainability"	means the Authority's published policies and strategies on sustainability published on 'gov.uk' (including at https://www.gov.uk/guidance/ministry-



Policies and Strategies"	of-justice-climate-change-and-sustainability (as updated from time to time)) and other relevant documents published from time to time regarding sustainability, including Authority Policies;
"Availability Basis"	means paying for each relevant Available Prisoner Place (including where such place is an Additional Prisoner Place), during the relevant period;
"Available Prisoner Place"	means a Prisoner Place that constitutes an Available Prisoner Place: (a) in the Main Prison in connection with Prisoners accommodated at the Main Prison; and (b) in the DTC in connection with Prisoners accommodated at the DTC, and in each case in accordance with paragraph 4.3 (Available Prisoner Place) of Schedule 14 (Payment Mechanism) ;
"AVD (Azure Virtual Desktop)"	means a desktop and application virtualization service that runs on the cloud, allowing the Authority Software Applications to be accessed via a virtual desktop on an external provider's technology infrastructure;
"Average Weekly Earning Index" or "AWE"	means AWE-K5DL: Average Weekly Earnings Index Services, seasonally adjusted, regular pay, excluding arrears;
"Balanced Scorecard for Public Food Procurement"	means a scorecard showing those buying food or catering services for the public sector how to evaluate the cost of services against other criteria;
"Base Case Anticipated Redundancy Cost" or "BARC"	means the Contractor's tendered amounts in respect of Anticipated Redundancy Cost as set out within its final tender and included within Tab 21 "Base Case Anticipated Redundancy Costs" of the Base Case as at the Commencement Date, such amounts being payable in accordance with paragraph 1.4 (Monthly Contract Price) of Schedule 14 (Payment Mechanism) and subject to adjustment in accordance with paragraph 1.20 (Anticipated Redundancy Cost) of Schedule 14 (Payment Mechanism) ;
"Base Case"	means the Controlled Document with this title setting out the financial model agreed between the Parties on or before the Commencement Date (with file name "Dovegate – Base Case v1.0" and contained in the folder



entitled 'USB Documents' made available at the Commencement Date to the Contractor on the Authority's procurement software, Jaggaer) for the purpose of, amongst other things, calculating the Contract Price as may be updated from time to time (with the version as at the Commencement Date being referenced in **Appendix 1 (Embedded Base Case) to Schedule 14 (Payment Mechanism)**);

"Base Date for Indexation" means 1 April 2025;

"Base Weighting" means the weighting that is applied to Quarterly Contract Delivery Indicators in a Standard Performance Quarter as set out in column F of Table 1 of **Appendix 2 (Contract Delivery Indicators) to Schedule 15 (Performance Mechanism)**;

"Bedding-In Period (Full)" means the period specified for each Contract Delivery Indicator (as applicable) in Table 5 of **Appendix 2 (Contract Delivery Indicators) to Schedule 15 (Performance Mechanism)** commencing on the Services Commencement Date and continuing until the end of the specified Month expires;

"Bedding-In Period (New Contract Delivery Indicators)" means for New Contract Delivery Indicators the period notified by the Authority to the Contractor being a period that is a minimum of six (6) months from the date the Authority notifies the Contractor of the intention to introduce the New Contract Delivery Indicator to a Domain, provided that such Bedding-In Period shall only be applicable to the New Contract Delivery Indicator;

"Bedding-In Period (Optional)" has the meaning given to it in **paragraph 11.7.2 (Contract Delivery Indicators Review) of Schedule 15 (Performance Mechanism)**;

"Bedding-In Period" means either:

- (a) the Bedding-In Period (Full);
- (b) the Bedding-In Period (New Contract Delivery Indicators); or
- (c) the Bedding-In Period (Optional),

as applicable;

"Benchmarking" means an exercise carried out to benchmark the Tested Services and



Exercise"	ascertain its relative quality and competitiveness in accordance with clause 28.1 (Benchmarking) ;
"Benchmarking Review Date"	means the date stated by the Authority in the notice to the Contractor under clause 28.1 (Benchmarking) specifying that it intends to undertake a Benchmarking Exercise;
"Bespoke Stock"	means any item of staff uniform purchased by the Contractor that does not meet the requirements in paragraph 7.2.2.1 (Staff Uniform Products and Pricing) of Schedule 3 (Authority Third Party Contracts) ;
"Biodiversity Metric Tool"	means the Department for Environment, Food and Rural Affairs statutory 'biodiversity metric' tool available at https://www.gov.uk/guidance/biodiversity-metric-calculate-the-biodiversity-net-gain-of-a-project-or-development (as updated from time to time);
"Biodiversity Net Gain"	means an increase in the biodiversity value attributable to the Site when compared to the pre-development biodiversity value of the onsite habitat as required pursuant to the Environment Act 2021 and the Town and Country Planning Act 1990;
"Blended Learning"	means a mixture of traditional and online learning;
"BREEAM Policy"	means the Ministry of Justice BREEAM Policy on sustainable construction available at https://www.gov.uk/guidance/ministry-of-justice-and-the-environment (as amended from time to time));
"BREEAM"	means the 'Building Research Establishment Environmental Assessment Methodology' which certifies the sustainability of a building;
"Broadly Comparable"	means: (a) in respect of a pension scheme, a status satisfying the condition that there are no identifiable employees who will suffer material detriment overall in terms of future accrual of pension benefits as assessed in accordance with Annex A of New Fair Deal and demonstrated by the issue by the Government Actuary's Department of a broad comparability certificate; and/or



(b) in respect of benefits provided for or in respect of a member under a pension scheme, benefits that are consistent with that pension scheme's certificate of broad comparability issued by the Government Actuary's Department,

and "**Broad Comparability**" shall be construed accordingly;

"Building Engineering Services Association"

means the main UK trade association for companies that design, install, commission and maintain heating, ventilation, air conditioning, refrigeration and related engineering projects;

"Building Management System"

means a computer-based control system installed in buildings that controls and monitors the building's mechanical and electrical equipment such as ventilation, lighting, power systems, fire systems, and security systems;

"Building"

means any building or other erection at the Site;

"Built Environment and M&E Assets Condition Verification Report"

means the condition status report to be provided by the Contractor to the Authority's Representative following the Contractor's inspection of the Built Environment and M&E Assets pursuant to **paragraph 4.3 (Built Environment and M&E Assets Condition Verification)** of **Schedule 11 (Property and Facilities Management)** in format specified by the Authority and to be updated from time to time in accordance with such Schedule;

"Built Environment and M&E Assets"

means any plant, building fabric, grounds, hard standings, security systems, street furniture, alarms, lighting and systems and like assets relating to the Prison and the Site;

"Bulk Goods Delivery"

means delivery of bulk orders for Approved Prisoner Retail Goods placed by the Contractor in accordance with the process set out in the Memorandum of Understanding;

"Business Continuity Plan"

means a strategy for the recognition of threats and risks facing a company or its supply chain, to ensure that personnel and assets are protected and able to function in the event of a disruption pursuant to **clause 8.12 (Business Continuity and Disaster Recovery at the Site)**;

"Business Continuity Services"

means the services to be provided and the steps to be taken to remedy the different levels of failures of and disruptions to the Services as set out in the Business Continuity Plan;



"Business Day"	means a Day (other than a Saturday or Sunday) on which banks are open for domestic business in the City of London;
"Cabinet Office Markets and Suppliers Team"	means the UK Government's team responsible for managing the relationship between government and its Strategic Suppliers, or any replacement or successor body carrying out the same function;
"Capital Expenditure"	means any expenditure which falls to be treated as capital expenditure in accordance with generally accepted accounting principles in the United Kingdom from time to time;
"Care Act Statutory Guidance"	means the guidance contained in chapter 17 of the "Care and Support Statutory Guidance Issued under the Care Act 2014" by the Department of Health and Social Care, which provides fuller details of Local Authority and Prison responsibilities and which are also reflected in PSI 03/2016 (as amended from time to time);
"Care Act"	means the Care Act 2014;
"Care and Separation Unit"	means a place where a Prisoner is held in cellular confinement within the Prison in accordance with Prison Rules 45 or 53;
"Care Quality Commission"	means the independent regulatory body that inspects health provision in England, as may be replaced from time to time. Its role is to ensure that services meet national standards of safety and care;
"Careers Information, Advice and Guidance Services" or "CIAG Services"	means the Education Services provided in accordance with paragraph 4 (Careers Information, Advice and Guidance Services) of Part 2 (Prisoner Education Services) of Schedule 1 (Authority's Custodial Service Requirements) ;
"Case Summary"	means a summary of each Party's position prepared for the purpose of any Mediation called by the Authority to seek to resolve a Dispute;
"Category" or "Security Category"	means the following security classifications for: <ul style="list-style-type: none">(a) "A" to "D" for those aged 21 or over upon initial reception into prison, as more fully set out in the 'Security Categorisation Policy Framework' (as amended from time to time); and(b) "YOI Open" or "YOI Closed" for those aged 18 to 20 upon initial reception into prison, as more fully set out in the 'Security



Categorisation Policy Framework' (as amended from time to time),

and references to "Category A", "Category B", "Category C", "Category D", "Category YOI Open" and "Category YOI Closed" shall be interpreted accordingly;

"CD Register" means the list of agreed Controlled Documents set out in **Appendix 3 (CD Register)** to **Schedule 16 (Change Protocol)**, as updated from time to time in accordance with the Document Change Procedure;

"CDM Regulations" means the Construction (Design & Management) Regulations 2015 or any replacement or modification or them;

"Cell Call System" means the system used by Prisoners to raise the alarm in emergencies for Custodial Staff to respond to;

"Cell Certificate Rectification Notice" means a notice to be issued by the Contractor to the Authority pursuant to **paragraph 5.7 (Cell Certificate Rectification)** of **Schedule 14 (Payment Mechanism)** specifying that the Contractor believes that the relevant Unavailability has been rectified and that it has remedied the matter referred to in the relevant Non-Compliance Notice;

"Cell Certificate Requirements" means the requirements with which a Prison Cell must comply, as set out in the 'Certified Prisoner Accommodation Policy Framework' (available at: <https://assets.publishing.service.gov.uk/media/63f88afe8fa8f527f110a2e3/certified-prisoner-accommodation-pf.pdf> (as may be updated from time to time)) in accordance with **paragraph 4.1 (Cell Certificates)** of **Schedule 14 (Payment Mechanism)**;

"Cell Certificate Schedule Summary Sheet" means a cell certificate summary sheet in the form specified by the Authority in accordance with the 'Certified Prisoner Accommodation Policy Framework' (available at: <https://assets.publishing.service.gov.uk/media/63f88afe8fa8f527f110a2e3/certified-prisoner-accommodation-pf.pdf> (as may be updated from time to time));

"Cell Certificate Schedule" means a cell certificate schedule in the form specified by the Authority in accordance with the 'Certified Prisoner Accommodation Policy Framework' (available at: <https://assets.publishing.service.gov.uk/media/63f88afe8fa8f527f110a2e3/certified-prisoner-accommodation-pf.pdf> (as may be updated from time to



time));

"Cell Certificate"	means a certificate issued in accordance with paragraph 4.1 (Cell Certificates) of Schedule 14 (Payment Mechanism) ;
"Cell Share Risk Assessment", "Cell Sharing Risk Assessment" or "CSRA"	means the risk assessment used to determine whether Prisoners can share Prison Cells, these are carried out for every Prisoner in accordance with PSI 20/2015 (Cell Sharing Risk Assessment) (as amended from time to time);
"Central Government Body"	means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the UK Office for National Statistics: <ul style="list-style-type: none">(a) Government department;(b) non departmental public body or Welsh Government sponsored body (advisory, executive, or tribunal);(c) non ministerial department; or(d) executive agency;
"Certified Normal Accommodation Level - DTC"	means the normal level of Available Prisoner Places at the DTC as set out in paragraph 12.1 (Prison Specific Information) of Schedule 14 (Payment Mechanism) ;
"Certified Normal Accommodation Level - Main"	means the normal level of Available Prisoner Places at the Main Prison as set out in paragraph 12.1 (Prison Specific Information) of Schedule 14 (Payment Mechanism) and as referenced in Part 1 (Custodial Services) of Schedule 1 (Authority's Custodial Service Requirements) ;
"Certified Normal Accommodation Level – Whole Prison"	means the normal level of Available Prisoner Places at both the Main Prison and the DTC (in aggregate) as set out in paragraph 12.1 (Prison Specific Information) of Schedule 14 (Payment Mechanism) (also referred to as "Certified Normal Accommodation");
"Certified Normal Accommodation" or "CNA"	means the uncrowded capacity of the Prison, as is determined by the Cell Certificate issued;
"Cessation of	means a written notice issued by the Contractor in accordance with



- "Suspension Notice"** **clause 36.8.4 (Suspension of Staff)** notifying the Authority that the Suspended Member of Staff should be allowed to resume their duties at the Prison;
- "Challenge, Support and Intervention Plan" or "CSIP"** means a plan in place in accordance with the mandated violence reduction case management model that must be used across the Prison;
- "Change Confirmation"** means the document setting out the amendments to the Contract in the format attached at **Appendix 2 (Change Confirmation Form)** to **Schedule 16 (Change Protocol)** and which is agreed in accordance with **Schedule 16 (Change Protocol)**;
- "Change in Costs"** means, in respect of any Relevant Event, the effect of that Relevant Event (whether of a one-off or recurring nature, and whether positive or negative) upon the actual or anticipated costs, losses or liabilities of the Contractor including, as relevant, the following:
- (a) the reasonable costs of complying with the requirements of **clauses 12 (Compensation Events), 58 (Changes in Law), 59 (Financial Adjustments),** and/or **60.4 (Step-In without Contractor Breach),** including the reasonable costs of preparation of design and estimates;
 - (b) the costs of continued employment of, or making redundant, staff who are no longer required (as calculated in accordance with **Schedule 18 (TUPE, Employees and Pensions)**);
 - (c) the costs of employing additional staff;
 - (d) reasonable professional fees;
 - (e) the costs to the Contractor of financing any Relevant Event (and the consequences of it) including commitment fees and capital costs, interest and hedging costs, lost interest on any of the Contractor's own capital employed and any finance required pending receipt of a lump sum payment or adjustments to the Contract Price;
 - (f) the effects of costs on implementation of any insurance reinstatement in accordance with this Contract, including any



adverse effect on the insurance proceeds payable to the Contractor (whether arising from physical damage insurance or business interruption insurance (or their equivalent)) in respect of that insurance reinstatement and any extension of the period of implementation of the insurance reinstatement;

- (g) operating costs, or life cycle, maintenance or replacement costs;
- (h) Capital Expenditure;
- (i) any deductible or increase in the level of deductible, or any increase in premium under or in respect of any insurance policy; and
- (j) Direct Losses, including reasonable legal expenses on an indemnity basis;

"Change in Law" means the coming into effect after the Commencement Date of:

- (a) Legislation, other than any Legislation which on the Commencement Date has been published:
 - (i) in a draft bill as part of a Government departmental consultation paper;
 - (ii) in a bill; or
 - (iii) in a draft statutory instrument;
- (b) any Guidance;
- (c) any applicable judgment of a relevant court of law which changes a binding precedent; or
- (d) a change to the Authority Policies;

"Change Notice" or "CN" means a notice sent in accordance with **paragraphs 3.1 (Authority Changes) and 4.1 (Contractor Changes) of Schedule 16 (Change Protocol)** in the form set out in **Appendix 1 (Change Notice Form)** to such Schedule;

"Change of Control" means:



	(a) a Contractor Change of Control; and/or
	(b) a Guarantor Change of Control;
"Change Procedure"	means the procedure that governs Changes as more particularly described in paragraphs 1 to 4 of Schedule 16 (Change Protocol) ;
"Change"	means a change to the Services (or any part of them) or the scope thereof or to the manner in which they are provided or to any of the terms of this Contract in accordance with Schedule 16 (Change Protocol) , excluding an Operational Change;
"Circular Economy"	means getting the maximum value from products while they are in use (e.g. increasing the duration of a products useful life), and, when a product has reached the end of its life, ensuring that resources are productively reused, recovered, or regenerated, so creating further value;
"CITES"	means the Convention on International Trade in Endangered Species of Wild Fauna and Flora;
"Civil Injunction"	means a civil injunction as set out in sections 1 to 21 of the Anti-social Behaviour, Crime and Policing Act 2014;
"Claimant Party"	means the Party with an entitlement to claim compensation paid to a Data Subject or third party in accordance with paragraph 6.1 (Compensation) of Schedule 25 (Data Protection) as a result of a breach of Data Protection Legislation (in full or in part) by the Compensating Party under the Data Protection Legislation and, where the 'Claimant Party' is the Authority, this shall mean the Authority and/or a Relevant Organisation (as applicable);
"Class 1 Transaction"	has the meaning given to it in the listing rules issued by the UK Listing Authority;
"Cleaning Services"	means the cleaning services listed in paragraph Error! Reference source not found..1.1 (Cleaning Services) of Schedule 11 (Property and Facilities Management) ;
"Climate Change Levy Adjustment" or "CCLA"	means the adjustment (if any) calculated and applied against the Monthly Contract Price as part of the Annual Utility Adjustment in respect of the Climate Change Levy in accordance with paragraph 1.11.7 (Annual Utility Adjustment) of Schedule 14 (Payment Mechanism) ;



"Climate Change Levy" or "CCL"	means the expected climate change levy for the utility service for the Contract Year as agreed between the Authority and the Contractor at the start of the Contract Year in accordance with paragraph 1.10 (Monthly Utility Fee) of Schedule 14 (Payment Mechanism) ;
"Clinical Director"	means the individual member of the DTC Staff holding the overall senior clinical responsibility within the DTC, including representing the DTC on the wider Prison senior management team, and who reports directly to the Director;
"Clinical Lead"	means that person directed by the Clinical Director to manage the AU, the EAU or a DTC Wing to achieve the therapeutic objectives of the DTC through the organisation of DTC Staff and DTC Prisoners, the individual shall be either a psychotherapist, chartered psychologist or a person holding an appropriate postgraduate qualification in group therapy;
"Clinical Therapy Management Team"	means that team of DTC Staff which comprises the Clinical Director, the Deputy Clinical Director and the Clinical Leads and Psychologists for each of the DTC Wings, the AU and the EAU;
"CNI"	means those critical elements of UK national infrastructure (namely assets, facilities, systems, networks or processes and the essential workers that operate and facilitate them), the loss or compromise of which could result in: (a) major detrimental impact on the availability, integrity or delivery of essential services – including those services whose integrity, if compromised, could result in significant loss of life or casualties – taking into account significant economic or social impacts; and/or (b) significant impact on national security, national defence, or the functioning of the UK;
"Commencement Date"	means the date of this Contract;
"Commercial Conditions"	means the Standard Commercial Property Conditions (Third Edition);
"Commercial Insurer"	means a person providing commercial insurance in respect of the Prison;



"Commercially Sensitive Information"

means the information listed in **Schedule 20 (Commercially Sensitive Information)** comprising the information of a commercially sensitive nature relating to:

- (a) the pricing of the Services;
- (b) details of the Contractor's IPRs; and
- (c) the Contractor's business and investment plans;

which the Contractor has indicated to the Authority that, if disclosed by the Authority, would cause the Contractor significant commercial disadvantage or material financial loss;

"Community Meeting"

means a meeting of the full Community on the relevant DTC Wing, the AU or the EAU (including both DTC Staff and DTC Prisoners), overseen by the DTC Staff and chaired by the Community 'Chair' and 'Vice Chair' which are both DTC Prisoner roles;

"Community Offender Manager" or "COM"

means a Probation Officer who manages a prisoner in the period immediately prior to their release and then once they are in the community;

"Community"

means the DTC Prisoners residing on a DTC Wing, the AU or the EAU (as applicable) who form a community together with the relevant DTC Staff;

"Comparable Supply"

means the supply of services to another customer of the Contractor that are the same or similar to any of the Services;

"Compensation Event"

means:

- (a) a material breach by the Authority of any of its obligations under this Contract; or
- (b) a postponement of the Services Commencement Date pursuant to **paragraph 3.3 (Services Commencement) of Schedule 5 (Mobilisation, Transition and Transformation)**; or
- (c) any other act or omission of the Authority expressly stated to constitute a "Compensation Event" under the terms of this Contract,

which shall be dealt with in the manner set out in **clause 12 (Compensation**



	Events);
"Compensating Party"	means the Party which the Claimant Party has an entitlement to claim from in accordance with paragraph 6.1 (Compensation) of Schedule 25 (Data Protection) for compensation which the Claimant Party has paid to a Data Subject or third party as a result of a breach of the Data Protection Legislation and, where the 'Compensating Party' is the Authority, this shall mean the Authority and/or a Relevant Organisation (as applicable);
"Competition Operator Requirements" or "COR"	means the suite of custodial requirements that have been developed specifically for privately managed prisons, providing further detail on the Authority's output requirements within the Prison (as set out in Appendix 1 to Part 1 (Custodial Services) of Schedule 1 (Authority's Custodial Service Requirements));
"Competition"	means the tender process to procure the delivery of the Services at HMP Dovegate;
"Comptroller and Auditor General"	means the head of the National Audit Office;
"Computer Aided Facilities Management System" or "CAFM"	means a system used to manage and schedule Reactive Maintenance and Planned Preventative Maintenance tasks, ensuring that work requests and repairs took place in a timely and economical manner;
"Condition Precedent"	means the conditions listed in clause 1.9.1 (Condition Precedent) that must be completed for the Contract to be effective;
"Confidential Information"	means: <ul style="list-style-type: none">(a) Information, including all Personal Data, which (however it is conveyed) is provided by the Disclosing Party pursuant to or in anticipation of this Contract that relates to:<ul style="list-style-type: none">(i) the Disclosing Party Group; or(ii) the operations, business, affairs, developments, intellectual property rights, trade secrets, know-how and/or personnel of the Disclosing Party Group;(b) other Information provided by the Disclosing Party pursuant to or in anticipation of this Contract that is clearly designated as being



confidential or equivalent or that ought reasonably to be considered to be confidential (whether or not it is so marked) which comes (or has come) to the Recipient's attention or into the Recipient's possession in connection with this Contract;

(c) discussions, negotiations, and correspondence between the Disclosing Party or any of its directors, officers, employees, consultants or professional advisers and the Recipient or any of its directors, officers, employees, consultants and professional advisers in connection with this Contract and all matters arising therefrom; and

(d) Information derived from any of the above,

but not including any Information which:

(a) was in the possession of the Recipient without obligation of confidentiality prior to its disclosure by the Disclosing Party;

(b) the Recipient obtained on a non-confidential basis from a third party who is not, to the Recipient's knowledge or belief, bound by a confidentiality agreement with the Disclosing Party or otherwise prohibited from disclosing the information to the Recipient;

(c) was already generally available and in the public domain at the time of disclosure otherwise than by a breach of this Contract or breach of a duty of confidentiality;

(d) was independently developed without access to the Confidential Information; or

(e) relates to the Contractor's:

(i) performance under this Contract; or

(ii) failure to pay any Sub-Contractor as required pursuant to **clause 72.10.4.3 (Flow Down and Payment Terms in Sub-Contracts)**;

"Conflict of Interest"

means a conflict between the financial or personal duties of the Contractor or the Contractor's Staff and the duties owed to the Authority under this



	Contract, in the reasonable opinion of the Authority;
"Consents"	means all permits, licences, permissions, consents, approvals, certificates and authorisations (whether statutory or otherwise) which are required for the performance of any of the Contractor's obligations under this Contract, whether required in order to comply with Legislation or as a result of the rights of any third party;
"Constitution"	means the individual set of rules and principles, for each separate Community, that the DTC Prisoners within that Community will abide by;
"Construction Contractor Good Industry Practice"	means the exercise of that degree of skill, care, diligence, prudence, foresight and practice which would reasonably and ordinarily be expected from time to time of a skilled and experienced construction contractor to a customer like the Authority under the same or similar circumstances, such construction contractor seeking to comply with its contractual obligations in full and complying with applicable Legislation;
"Construction Phase Plan"	has the meaning given to it under the CDM Regulations;
"Construction Works"	means the Construction Works as further detailed in paragraph 10 (Construction Works) of Schedule 11 (Property and Facilities Management) ;
"Consultation Nominees"	means the individuals nominated and authorised by each Party from time to time to act on its behalf to resolve Outstanding Issues pursuant to paragraph 13.2 (Outstanding Issues Notice and Consultation) of Schedule 15 (Performance Mechanism) ;
"Consultation Notice"	has the meaning given to it in paragraph 13.2 (Outstanding Issues Notice and Consultation) of Schedule 15 (Performance Mechanism) ;
"Consumer Prices Index" or "CPI"	means D7BT series of the Consumer Prices Index;
"Consumption Target" or "Ca"	means the Annual Utility Services Consumption Target for the relevant utility service for the relevant Contract Year as set out in paragraph 12.1.9.2 (Utility Target (UT)) of Schedule 14 (Payment Mechanism) ;
"Contamination"	means any and all pollutants or contaminants, including any chemical or industrial, radioactive, dangerous, toxic or hazardous substance, waste or



	residue (whether in solid, semi-solid or liquid form or a gas or vapour);
"Continued Suspension Notice"	means a written notice issued by the Authority requiring the continued suspension of the Suspended Member of Staff in accordance with clause 36.8.5 (Suspension of Staff) ;
"Continuity Plans"	means, together: <ul style="list-style-type: none">(a) the Business Continuity Plan;(b) the Disaster Recovery Plan; and(c) the Insolvency Continuity Plan;
"Contract Delivery Indicator Points"	means the points that are awarded against Performance Failures in individual Contract Delivery Indicators;
"Contract Delivery Indicators"	means the delivery indicators set out in Appendix 2 (Contract Delivery Indicators) to Schedule 15 (Performance Mechanism) and a "Contract Delivery Indicator" shall mean a separately measured individual delivery indicator, as set out in Table 1 of Appendix 2 (Contract Delivery Indicators) to Schedule 15 (Performance Mechanism) ;
"Contract Delivery Management Information"	means the management information set out in Appendix 1 (Contract Management Information Requirements) to Schedule 15 (Performance Mechanism) ;
"Contract Period"	means the period from the Commencement Date until and including the earlier to occur of the Early Termination Date or Termination Date (as applicable) and the Expiry Date;
"Contract Price"	means the fee payable by the Authority in consideration of the obligations performed by the Contractor under this Contract calculated in accordance with Schedule 14 (Payment Mechanism) ;
"Contract Review Meeting Director's Report"	means the report prepared by the Director and delivered to the Authority pursuant to paragraph 6.2 (Contract Review Meetings) of Part 1 (Custodial Services) of Schedule 1 (Authority's Custodial Service Requirements) and containing any Prison-related information requested by the Authority;
"Contract Review"	means the meetings described in paragraph 6.2 (Contract Review



Meeting" **Meetings) of Part 1 (Custodial Services) of Schedule 1 (Authority's Custodial Service Requirements);**

"Contract Year" means a period of twelve (12) Months commencing on 1 April, provided that:

- (a) the first Contract Year shall be the period commencing on the Services Commencement Date and ending on the immediately following 31 March; and
- (b) the final Contract Year shall be the period commencing on 1 April immediately preceding the Expiry Date or the Termination Date (as the case may be) and ending on the Expiry Date or the Early Termination Date or Termination Date (as the case may be), whichever is earlier;

"Contract" means this contract (including its Schedules (and their Appendices and annexures (if any)) and the Controlled Documents);

"Contractor Assets" means all physical assets owned by the Contractor or any Sub-Contractor and used in connection with this Contract, including:

- (a) any equipment, hardware, cabling and other infrastructure;
- (b) any books and records (including Local Operating Procedures, the Operating Manual, the Prescribed Documentation operating and maintenance manuals, health and safety manuals and other know how); and
- (c) any spare parts, tools, consumables and other assets;

"Contractor Background IPRs" means:

- (a) Intellectual Property Rights owned by the Contractor or an Affiliate of the Contractor before the Commencement Date, for example those subsisting in the Contractor's or such Affiliates' standard development tools, program components or standard code used in computer programming or in physical or electronic media containing the Contractor's or such Affiliate's know-how or generic business methodologies; and/or
- (b) Intellectual Property Rights created by the Contractor or such



Affiliate independently of this Contract,

which in each case is or will be used before or during the Contract Period for designing, testing implementing or providing the Services but excluding Intellectual Property Rights owned by the Contractor or an Affiliate of the Contractor subsisting in the Contractor Software;

**"Contractor
Breakage Costs"**

means Direct Losses that have been or will be reasonably and properly incurred by the Contractor as a direct result of the termination of this Contract, but only to the extent that:

- (a) the Direct Losses are incurred in connection with this Contract and in respect of the provision of the Services, including:
 - (i) any materials or goods ordered, or sub-contracts placed that cannot be cancelled without such Direct Losses being incurred;
 - (ii) the cost of demobilisation including the cost of any relocation of equipment used in connection with this Contract; and
 - (iii) Early Termination Redundancy Costs and Early Termination Lifecycle Costs;
- (b) the Direct Losses are incurred under arrangements and/or agreements that are consistent with terms that have been entered into in the ordinary course of business and on reasonable commercial terms; and
- (c) the Contractor and any relevant Sub-Contractor has used its reasonable endeavours to mitigate the Direct Losses; and
- (d) such Direct Losses are not comprised of loss of profits or costs associated with Contractor's Staff (whether relating to redundancy, redeployment or otherwise) other than the Early Termination Redundancy Costs recoverable under this provision;

**"Contractor
Change of Control"**

means, in relation to the Contractor, any sale, transfer or disposal of any legal, beneficial or equitable interest in any or all of the shares in the capital of the Contractor (excluding normal daily trading of shares of the Contractor on any applicable stock exchange) which results in that body

corporate being Controlled by a person who does not (or persons acting in concert who do not), at the Commencement Date, have such Control, or any other arrangement or arrangements that have or may have or which result in the same effect;

"Contractor Change"

means a change to the Services proposed by the Contractor in accordance with **Schedule 16 (Change Protocol)** which is not required by a Change in Law;

"Contractor Contamination"

means:

- (a) Contamination which is first present in or under the Site after the Services Commencement Date other than Contamination which is directly caused by the Previous Contractor; and/or
- (b) any Contamination of which the Contractor or any Sub-Contractor is aware or of which it or a Sub-Contractor ought reasonably to have been aware and which is introduced, exacerbated or disturbed by the Contractor or a Sub-Contractor or any person acting for or on behalf of the Contractor or such Sub-Contractor;

"Contractor Default"

means any one or more of the following:

- (a) a breach by the Contractor of any of its obligations under this Contract which materially and adversely affects its performance under this Contract;
- (b) a Persistent Breach occurs;
- (c) an Insolvency Event, a failure to comply with **clause 29.14 (Modern Slavery)** or any of the circumstances set out in **clause 29.13 (Conflicts of Interest)**, **clause 71.7.3 (IPRs Indemnity)** or **paragraphs 11.1.1 and/or 11.1.2 (Termination Rights)** of **Schedule 26 (Continuity Planning)** occur;
- (d) failure by the Contractor to comply in the performance of the Services with legal obligations in the fields of social or labour law;
- (e) failure to comply with **clause 72.3 (Restrictions on Transfer of**

this Contract by the Contractor);

- (f) the warranty given by the Contractor pursuant to **clause 5.1.8 (Contractor Warranties)** is materially untrue;
- (g) the Contractor commits a material breach of its obligation to notify the Authority of any Occasion of Tax Non-Compliance as required by **clause 40.2 (Promoting Tax Compliance)**;
- (h) the Contractor fails to provide details of proposed mitigating factors as required by **clause 40.2 (Promoting Tax Compliance)** which in the reasonable opinion of the Authority, are acceptable;
- (i) failure by the Contractor to provide a Parent Company Guarantee in favour of the Authority substantially in the form set out in **Schedule 23 (Parent Company Guarantee)** or, in circumstances where the Guarantor ceases to be the Contractor's ultimate Holding Company, the Contractor's new ultimate Holding Company does not enter into a Parent Company Guarantee in the prescribed time where required to do so under **clause 3.2 (Parent Company Guarantee and Financial Standing)** or in circumstances where the Guarantor becomes incorporated or has its centre of main interest located outside the United Kingdom, the Contractor does not provide a legal opinion in the form specified and within the prescribed time where required to do so under **clause 3.2 (Parent Company Guarantee and Financial Standing)**;
- (j) in circumstances where the Contractor becomes incorporated or has its centre of main interest located outside the United Kingdom, the Contractor does not provide a legal opinion in the form specified and within the prescribed time where required to do so under **clause 3.4 (Parent Company Guarantee and Financial Standing)**;
- (k) a failure to provide any one (1) or more Available Prisoner Place for a continuous period exceeding thirty (30) Days at any time after the Services Commencement Date;
- (l) failure by the Contractor to submit, carry out or complete an acceptable Rectification Plan pursuant to **paragraph 14**

(Rectification) of Schedule 15 (Performance Mechanism);

- (m) the accumulation of six hundred (600) or more Performance Points in any Performance Quarter or the accumulation of two thousand (2,000) or more Performance Points in any Contract Year;
- (n) a failure to enter into the Lease pursuant to **clause 7.2.1 (Grant of Lease)** or to provide any Required Insurances pursuant to **clause 68 (Insurance)**;
- (o) the Contractor committing a material breach of its obligations under this Contract (other than as a consequence of a breach by the Authority of its obligations under this Contract) which results in the criminal investigation, prosecution and conviction of the Contractor or any Contractor Related Party or the Authority under the Health and Safety Regime (for the purposes of this paragraph (o) an "H&S Conviction") provided that an H&S Conviction of a Contractor Related Party or the Authority shall not constitute a Contractor Default if, within forty (40) Business Days from the date of the H&S Conviction (whether or not the H&S Conviction is subject to an appeal or any further judicial process), the involvement in this Contract of each relevant Contractor Related Party (which in the case of an individual director, officer or employee shall be deemed to include the Contractor Related Party of which that person is a director, officer or employee) is terminated and a replacement is appointed by the Contractor in accordance with **clause 72 (Sub-Contracting and Assignment)** provided always that in determining whether to exercise any right of termination or right to require the termination of the engagement of a Contractor Related Party under this paragraph (o), the Authority shall:
 - (i) act in a reasonable and proportionate manner having regard to such matters as the gravity of any offence and the identity of the person committing it; and
 - (ii) give all due consideration, where appropriate, to action other than termination of this Contract;
- (p) a Change of Control of the Contractor or Guarantor occurs



without the Authority's prior written consent and the Authority in good faith and acting reasonably determines that the Change of Control has resulted, may result or may have resulted in a person who is an Unsuitable Third Party Controlling the Contractor or Guarantor;

- (q) the Contractor fails to notify the Authority of a Financial Distress Event in accordance with **clause 3.6 (Parent Company Guarantee and Financial Standing)**, the Authority fails to approve a Financial Distress Continuity Plan (or any updated Financial Distress Continuity Plan) or the Contractor, Guarantor, any Key Sub-Contractor or any other party listed under paragraph (a) of the definition of Financial Distress Event fails to comply with the terms of the agreed Financial Distress Continuity Plan in accordance with **clause 3.8 (Parent Company Guarantee and Financial Standing)**;
- (r) the Contractor commits a material breach of the provisions of **Schedule 3 (Authority Third Party Contracts)** or **Schedule 18 (TUPE, Employees and Pensions)**; and/or
- (s) the Contractor or its Affiliates embarrass or bring the Authority into disrepute or diminish the public trust in them;

"Contractor Doubled Up Prisoner Excess" or "CDUP Excess"

means the number of Contractor Doubled Up Prisoners that exceeds the Permitted Level on a Day to be calculated in accordance with **paragraph 1.13.6.1 (Contractor Doubled Up Prisoners Reduction)** of **Schedule 14 (Payment Mechanism)**;

"Contractor Doubled Up Prisoner" or "CDUP"

means a Prisoner sharing a Single Prison Cell at the Main Prison as a result of the relocation of Prisoners by the Contractor in accordance with **paragraph 1.13 (Contractor Doubled Up Prisoners Reduction)** of **Schedule 14 (Payment Mechanism)**;

"Contractor Doubled Up Prisoners Reduction" or "CDUPR"

means the Contractor Doubled Up Prisoners Reduction for each Day of that Month, calculated in accordance with **paragraph 1.13.6.2 (Contractor Doubled Up Prisoners Reduction)** of **Schedule 14 (Payment Mechanism)**;

"Contractor Related Party"

means:



- (a) an officer, servant or agent of the Contractor, or any Affiliate of the Contractor and any officer, servant or agent of such a person;
- (b) any Sub-Contractor and any of their officers, servants or agents; and
- (c) any person on or at the Prison at the express or implied invitation of the Contractor (other than the Authority or any Authority Related Party);

"Contractor Software"

means software which is proprietary to the Contractor (or an Affiliate of the Contractor) and which is or will be used by the Contractor for the purposes of providing the Services, including any software specified as such in **Schedule 2 (Digital)**;

"Contractor Termination Notice"

means a termination notice served by the Contractor on the Authority in accordance with **clause 43.1.1 (Termination on Authority Default)**;

"Contractor's Continuity Plan Proposals"

means the Contractor's proposals for addressing any changes in the risk profile and its proposals for amendments to the relevant Continuity Plan following a review of the Continuity Plans in accordance with **paragraphs 6.1 and 6.2 (Review and amendment of the Continuity Plans)** of **Schedule 26 (Continuity Planning)**;

"Contractor's Final Contractor Personnel List"

means a list provided by the Contractor of all Contractor's Staff who will transfer under the Employment Regulations on the Service Transfer Date;

"Contractor's Group"

means the Contractor and any Affiliates of the Contractor (if any);

"Contractor's ICT System"

means any part of the ICT System (including Software, equipment, configuration and management utilities, calibration and testing tools and related cabling) which is owned by the Contractor and/or licensed to the Contractor by a third party and which is operated by the Contractor or its Sub-Contractors in connection with the provision of the Services, but excluding the Authority's ICT Systems;

"Contractor's Proposals"

means the proposals of the Contractor for satisfying the Authority's requirements for the Services, as set out in **Schedule 7 (Contractor's Proposal)** and as amended pursuant to the provisions of this Contract, including:



- (a) the Contractor's proposals for the Services;
- (b) the Contractor's operational proposals for the providing the Services;
- (c) the Contractor's resourcing proposals; and
- (d) the Contractor's proposals for innovations and improvements,

but not including the draft Local Operating Procedures, the Local Operating Procedures, or the Contractor's proposals for testing the draft Local Operating Procedures pursuant to **clause 13.3.2.3 (Testing of Local Operating Procedures)**;

"Contractor's Provisional Contractor Personnel List"

means a list prepared and updated by the Contractor of all Contractor's Staff who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Contractor;

"Contractor's Representative"

means a representative appointed by the Contractor from time to time pursuant to **clause 79.2 (Representatives of the Contractor)**;

"Contractor's Staff Information"

means:

- (a) the names of, and such other information as the Authority's Representative may require about, the proposed members of the senior management of the Prison and all other persons requiring certification or approval, as specified in **clauses 35 (Certification as Prisoner Custody Officers)** and **36 (The Contractor's Staff)**; and/or
- (b) any other evidence reasonably required by the Authority's Representative to demonstrate that the Contractor is and will be capable of providing sufficient properly trained and certified Contractor's Staff on and from the Services Commencement Date;

"Contractor's Staff"

means all persons used by the Contractor, its agents, any Sub-Contractors, or anyone acting on its or their behalf to provide the Services (including any of their respective employees);

"Contractor's

means the detailed plan produced by the Contractor as part of its



"Travel Plan"	Competition and included within the Contractor's Proposals setting out how sustainability will be embedded in travel and transportation managed by the Contractor to meet the requirements in Schedule 12 (Sustainability) ;
"Contracts Finder"	means the Government's publishing portal for public sector procurement opportunities;
"Control and Restraint Equipment (C&R)"	means the equipment which is used for Control and Restraint which must comply with the requirements set out at paragraph 2.3.2 (Contracts to be sourced by the Contractor) of Schedule 3 (Authority Third Party Contracts) ;
"Control and Restraint"	means the techniques that are used as a last resort to bring a violent or refractory Prisoner under control;
"Control"	means possessing (i) an interest or interest in shares carrying in aggregate 30% or more of the voting rights that are generally exercisable at a general meeting or (ii) control over the right to appoint or remove a majority of the directors or (iii) the right to receive 30% or more of the profits available for distribution and "Controlled" and "Controlling" shall be construed accordingly;
"Controlled Document"	means a document (which may be held on CD-Rom or in any other format) which is identified in this Contract as a "Controlled Document" and that may only be amended through the Document Change Procedure;
"Controller"	means the person or persons from time to time appointed in respect of the Prison by the Authority under section 85(1)(b) of the Criminal Justice Act 1991 (as amended by the Criminal Justice and Public Order Act 1994 and the Offender Management Act 2007);
"Controller/Director's Meeting"	means a meeting as referred to in paragraph 6.3 (Controller/Director Meetings) of Part 1 (Custodial Services) of Schedule 1 (Authority's Custodial Service Requirements) ;
"Conviction"	means, other than in relation to any minor road traffic offences, any prosecutions, convictions, cautions and binding overs (including any spent convictions as contemplated by section 1(1) of the Rehabilitation of Offenders Act 1974 by virtue of the exemptions specified in Part II of Schedule 1 of the Rehabilitation of Offenders Act 1974 (Exemptions) Order 1975 (SI 1975/1023));



"Core Creative Psychotherapies" or "CCPs"

means creative psychotherapies which may include art therapy, music therapy, psychodrama, and drama therapy, as well as other physical and non-verbal psychotherapies;

"Core Education Services"

means the Education Services provided in accordance with **paragraph 2 (Core Education Services) of Part 2 (Prisoner Education Services) of Schedule 1 (Authority's Custodial Service Requirements)**;

"Core Therapy"

means a comprehensive therapeutic approach designed to address the underlying issues that contribute to offending behaviour and promote positive change, involving a combination of therapeutic techniques and Community-based activities and provided by the Contractor to the DTC Prisoner on each DTC Wing in accordance with **Part 7 (Democratic Therapeutic Community) of Schedule 1 (Authority's Custodial Service Requirements)**;

"Corporate Change Event Grace Period"

means a grace period agreed to by the Relevant Body for providing CRP Information and/or updates to the Continuity Plans after a Corporate Change Event;

"Corporate Change Event"

means:

- (a) any Contractor Change of Control;
- (b) any change of Control of any member of the Contractor's Group which, in the reasonable opinion of the Authority, could have a material adverse effect on the Services;
- (c) any change to the business of the Contractor or any other member of the Contractor's Group which, in the reasonable opinion of the Authority, could have a material adverse effect on the Services;
- (d) a Class 1 Transaction taking place in relation to the shares of the Contractor or any Parent Undertaking of the Contractor whose shares are listed on the main market of the London Stock Exchange plc;
- (e) an event that could reasonably be regarded as being equivalent to a Class 1 Transaction taking place in respect of the Contractor or any Parent Undertaking of the Contractor;
- (f) payment of dividends by the Contractor or the ultimate Parent

Undertaking of the Contractor's Group exceeding 25% of the net asset value of the Contractor or the ultimate Parent Undertaking of the Contractor's Group respectively in any twelve (12) Month period;

- (g) an order is made or an effective resolution is passed for the winding up of any member of the Contractor's Group;
- (h) any member of the Contractor's Group stopping payment of its debts generally or becoming unable to pay its debts within the meaning of section 123(1) of the Insolvency Act 1986 or any member of the Contractor's Group ceasing to carry on all or substantially all its business or any compromise, composition, arrangement or agreement being made with creditors of any member of the Contractor's Group;
- (i) the appointment of a receiver, administrative receiver or administrator in respect of or over all or a material part of the undertaking or assets of any member of the Contractor's Group; and/or

any process or event with an effect analogous to those in paragraphs (e) to (g) inclusive above occurring to a member of the Contractor's Group in a jurisdiction outside England and Wales;

**"Corporate
Resolvability
Assessment
(Structural
Review)"**

means part of the CRP Information relating to the Contractor's Group to be provided by the Contractor in accordance with **paragraph 10 (Provision of CRP Information) of Schedule 26 (Continuity Planning) and Appendix 2 (Corporate Resolvability Assessment (Structural Review))** to such Schedule;

"COSHH"

means the Control of Substances Hazardous to Health Regulations 2002;

"CPN"

means a 'community protection notice' as set out in sections 43 to 58 of the Anti-social Behaviour, Crime and Policing Act 2014;

**"Critical Service
Contract"**

means the overall status of this Contract, as determined by the Authority and specified in **paragraph 9.1 (Service Status and Contractor Status) of Part 2 (Corporate Resolution Planning) of Schedule 26 (Continuity Planning)**;



"Critical Systems Workshops" or "CSW"	means the workshops relating to critical systems and processes to be established by the Contractor in accordance with paragraph 11 (Critical Systems Workshops) of Schedule 5 (Mobilisation, Transition and Transformation) ;
"Cross Claim"	means any matter raised by the Respondent to refer by way of defence or set off or counter claim which arises under this Contract;
"Crown Premises Fire Safety Inspectorate" or "CPFSI"	means the 'Crown Premises Fire Safety Inspectorate' which enforces the Regulatory Reform (Fire Safety) Order and other applicable fire safety Legislation in Crown premises;
"Crown"	means His Majesty's Government which shall be deemed to include any Government department, office or agency and any Secretary of State;
"CRP Information"	means the Corporate Resolution Planning Information, together, the: (a) Exposure Information (Contracts List); (b) Corporate Resolvability Assessment (Structural Review); and (c) Financial Information and Commentary;
"CSAAP"	means the Correctional Services Advice and Accreditation Panel who provide independent advice to HMPPS on the accreditation of programmes;
"CSPS Admission Agreement"	means an admission agreement in the form available on the Civil Service Pensions website immediately prior to the Relevant Transfer Date, and including any variation of such admission agreement as directed by Civil Service Pensions, to be entered into for the CSPS in respect of the Services;
"CSPS Eligible Employee"	means any Fair Deal Employee who at the relevant time is an eligible employee as defined in the CSPS Admission Agreement;
"CSPS"	means the "Alpha" pension scheme introduced under The Public Service (Civil Servants and Others) Pensions Regulations 2014 available to Civil Servants and employees of bodies under Schedule 1 of the Superannuation Act 1972 (and eligible employees of other bodies admitted to participate under a determination under section 25 of the Public Service Pensions Act 2013), as governed by rules adopted by Parliament; the Partnership Pension Account and its (i) Ill health Benefits Arrangements and (ii) Death Benefits



Arrangements and the Civil Service Additional Voluntary Contribution Scheme;

"Curious" means a management information system, which is to be used by the Education Providers to record data on the Education Services which is automatically submitted to the Authority to evaluate performance;

"Curriculum for Independence" means the Core Education Services described in **paragraph 2.4 (Curriculum for Independence)** of **Part 2 (Prisoner Education Services)** of **Schedule 1 (Authority's Custodial Service Requirements)**;

"Curriculum for Opportunity" means the Core Education Services described in **paragraph 2.5 (Curriculum for Opportunity)** of **Part 2 (Prisoner Education Services)** of **Schedule 1 (Authority's Custodial Service Requirements)**;

"Custodial Duties" means "custodial duties" at the Prison as defined in section 86(3) of the Criminal Justice Act 1991;

"Custodial Service Provider" means a person providing services to the Authority or the Secretary of State for Justice at the Prison, including (as the context so requires) the Contractor, Authority Suppliers, the Healthcare Provider or Social Care Service Provider;

"Custodial Services" means the services required to satisfy the Authority's Custodial Requirements;

"Custodial Staff" means the operational staff employed by the Contractor to work in the Prison;

"Cyber Security Incident" means any malicious act or suspicious event that compromises or disrupts, or is an attempt to compromise or disrupt, the Authority's ICT System or Contractor's ICT System;

"Cyclical Review Process" means the process for undertaking the Cyclical Review as set out in **paragraph Error! Reference source not found.4.4.1 (Cyclical Review)** of **Schedule 3 (Authority Third Party Contracts)**;

"Cyclical Review" means the review, amendment and variation of the National Product List which must be undertaken in accordance with the Cyclical Review Process;

"Daily Payment" or "DP" means the amount payable in respect of each Day of the Service Period calculated in accordance with **paragraph 1.5 (Daily Payment)** of



Schedule 14 (Payment Mechanism);

"Daily Report"	means the daily report which shall be substantially in the form set out in Schedule 8 (Daily Report) and which is completed by the Contractor in accordance with clause 15.5 (Daily Report) ;
"Daily Total APP Payment" or "DTAPP"	means the additional fee payable in the Daily Payment for all additional APP Bands for the Main Prison, calculated in accordance with paragraph 1.5.3 (Calculation of Daily Total APP Payment (DTAPP) – Main Prison only) of Schedule 14 (Payment Mechanism) ;
"Daily Total Immediate RRAPP Deduction" or "DTIRD"	means the amount deductible from the Daily Payment for all Active Immediate RRAPP Bands for the Main Prison and/or the DTC, calculated in accordance with paragraph 1.19 (Calculation of Daily Total Immediate RRAPP Deduction) of Schedule 14 (Payment Mechanism) ;
"Daily Total RRAPP Adjustment" or "DTRA"	means the amount of adjustment to the Daily Payment for all Active RRAPP Bands for the Main Prison and/or the DTC, calculated in accordance with paragraph 1.5.2 (Calculation of Daily Total RRAPP Adjustment) of Schedule 14 (Payment Mechanism) ;
"Damage Funding"	means funding or partial funding by the Authority or under any Required Insurance for a Repair Cost;
"Data Controller"	has the meaning given to the term 'controller' in the Data Protection Legislation;
"Data Exchange"	means a process of sharing data between different computer programmes by taking data structured under one source and transferring it to data structured under another source;
"Data Loss Event"	means any event that results, or may result, in unauthorised access to Personal Data and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;
"Data Protection Impact Assessment"	means an assessment by the Data Controller of the impact of the envisaged processing on the protection of Personal Data;
"Data Protection Legislation"	means: (a) the UK GDPR, the LED and any applicable national



implementing Legislation; and

- (b) the DPA; and
- (c) all other applicable Legislation about the processing of personal data and privacy; and
- (d) (to the extent that it may be applicable) the EU GDPR,

in each case as the same may be amended, updated or re-enacted from time to time;

"Data Protection Officer" has the meaning given to it in the Data Protection Legislation;

"Data Protection Roadmap" means the details of the Contractor's plans to comply with both its obligations pursuant to **Schedule 25 (Data Protection)** and its obligations under the Data Protection Legislation, which will include those items listed in **paragraph 1.6 (General) of Schedule 25 (Data Protection)**;

"Data Subject Request" means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation in relation to their Personal Data;

"Data Subject" has the meaning given to it in the Data Protection Legislation;

"Day" means a calendar day, unless otherwise specified;

"Deactivate" means, as relevant:

- (a) the de-Activation of a RRAPP Band in accordance with **paragraph 6.3 (RRAPP Band Deactivation) of Schedule 14 (Payment Mechanism)**;
- (b) the de-Activation of an APP Band in accordance with **paragraph 7.3 (APP Band Deactivation) of Schedule 14 (Payment Mechanism)**; or
- (c) the de-Activation of an Immediate RRAPP Band in accordance with **paragraph 15.3 (Immediate RRAPP Band Deactivation) of Schedule 14 (Payment Mechanism)**,

and **"Deactivated"**, **"Deactivating"** and **"Deactivation"** shall be construed



- accordingly;
- "Dedicated Contractor Personnel"** means all Contractor's Staff who the Authority has agreed or deemed to be then assigned to the Services or any part of the Services. If the Contractor is unsure as to whether Contractor's Staff are or should be regarded as so assigned, it shall consult with the Authority whose view shall be determinative provided that the employee has been materially involved in the provision of the Services or any part of the Services;
- "Deductions"** means any or all (as the case may be) of Unavailability Deductions, Performance Point Deductions or Escape Deductions;
- "Defect"** means any part of any Construction Works (whether designed or treated as having been designed by the Contractor under this Contract) which is not in accordance with:
- (a) the requirements for the Construction Works as agreed between the Authority and the Contractor prior to the commencement of the Construction Works (including in any CN issued pursuant to **Schedule 16 (Change Protocol)**);
 - (b) any Legislation;
 - (c) any Consents relevant to the Construction Works and/or the Prison generally; and/or
 - (d) any other requirement of this Contract;
- "Defects Rectification Period"** means the period during which, following the completion of any Construction Works, the Contractor is required to rectify any Defects in the Construction Works pursuant to **paragraph 10.10 (Construction Works)** of **Schedule 11 (Property and Facilities Management)** and as agreed in accordance with **paragraph 10.8 (Construction Works)** of **Schedule 11 (Property and Facilities Management)** prior to the commencement of the Construction Works;
- "Democratic Therapeutic Community" or "DTC"** means the Contractor's democratic therapeutic community for DTC Prisoners, and the relevant area of the Prison, to be provided in accordance with **Part 7 (Therapeutic Communities)** of **Schedule 1 (Authority's Custodial Service Requirements)**;



"Department" means a body listed in one of the following sub-categories of the central government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:

- (a) Government Department; or
- (b) Non-Ministerial Department;

"Deputy Clinical Director" means the individual member of the DTC Staff holding devolved clinical responsibility within the DTC in the absence of the Clinical Director and who reports directly to the Clinical Director;

"Deputy Site Facilities Manager" means the deputy site facilities manager appointed pursuant to **clause 8.9 (Site Facilities Manager)**;

"Digital and ICT Security Lead" means the person appointed by the Contractor in accordance with **paragraph 3.2 (Governance and Assurance) of Schedule 2 (Digital)** who shall be accountable for the provision of technical, personnel, procedural and physical security aspects under the Contract, including but not limited to security clearances;

"Digital Skills" means core digital skills necessary for a Prisoner to be able to apply for a job and increase their job prospects, including how to use digital devices and technology to communicate and participate in society following release, as well as any other digital skills agreed in the Annual Education Delivery Plan;

"Direct Employment Costs" means:

- (a) annual salary;
- (b) annual national insurance cost;
- (c) employer pension contributions; and
- (d) contractual allowances and other contractual employment benefits, but excluding any GIP Costs

for the period set out in the relevant definition of either Actual Redundancy Cost or Anticipated Redundancy Cost;



- "Direct Losses"** means all damages, losses, liabilities, fines, penalties, claims, compensation claims and awards, actions, costs, amounts paid in settlement and expenses (including the cost of legal or professional services, legal costs being on an indemnity basis, disbursements, costs of investigation (including forensic investigation), litigation, proceedings, settlement (including ex gratia payments), judgment, interest and penalties), demands and charges, cost of breach notification including notifications to the Data Subject, cost of complaints handling (including providing Data Subjects with credit reference checks, setting up contact centres (for example call centres) and making ex gratia payments), all whether arising under statute, contract, tort (including negligence) or otherwise at common law but excluding Indirect Losses;
- "Director"** means the person appointed by the Contractor to carry out such functions as are conferred on them by the Criminal Justice Act 1991 or as may be conferred on them by the Prison Rules in respect of the Prison, and approved by the Authority under **clause 34 (The Director)** and section 85(1)(a) of the Criminal Justice Act 1991;
- "Disaster Recovery Services"** means the services embodied in the processes and procedures for restoring the Services following the occurrence of a Disaster;
- "Disaster Recovery System"** means the system identified by the Contractor in the Disaster Recovery Plan which shall be used for the purpose of delivering the Disaster Recovery Services;
- "Disaster Recovery Plan"** means the plan relating to disaster recovery, as developed by the Contractor and approved by the Authority in accordance with **Schedule 26 (Continuity Planning)**;
- "Disaster"** the occurrence of one or more events which is reasonably anticipated will mean that the Services or a material part of the Services (including a material part of the Custodial Services or the Property and Facilities Management Services) will be unavailable;
- "Disclosed Data"** means information relating to the delivery of the Services disclosed to the Contractor and its advisers before the Commencement Date, including:
- (a) during the Competition;
 - (b) information provided via the relevant Authority online portal /



	electronic data room;
	(c) the results of any investigations and surveys carried out at the Site or any Buildings, whether carried out by or on behalf of the Contractor or the Authority (if any); and
	(d) Reports on Title (if any);
"Disclosing Party Group"	(a) where the Disclosing Party is the Contractor, the Contractor and any Affiliates of the Contractor; and
	(b) where the Disclosing Party is the Authority, the Authority and any Central Government Body with which the Authority or the Contractor interacts in connection with this Contract;
"Disclosing Party"	means a Party which discloses or makes available directly or indirectly its Confidential Information;
"Disclosure and Barring Service"	means the service established pursuant to the Protection of Freedoms Act 2012;
"Discriminatory Change in Law"	means a Change in Law, the terms of which apply expressly to: (a) the Services and not to similar services; and/or (b) service providers in the contracted-out prisons sector and not to other persons;
"Display Energy Certificate"	means a displayed certificate required by Legislation that shows the energy performance of public buildings, using a scale that runs from 'A' to 'G' (with 'A' being the most efficient and 'G' being the least efficient grade);
"Dispute Resolution Procedure"	means the procedure for the resolution of disputes set out in clause 70 (Dispute Resolution) ;
"Dispute"	means any dispute, difference or question of interpretation arising out of or in connection with this Contract, including any dispute, difference or question of interpretation relating to the Services, failure to agree in accordance with Schedule 16 (Change Protocol) or any matter where this Contract directs the Parties to resolve an issue by reference to the Dispute Resolution Procedure;
"Document Change"	means the process for incorporating changes to Controlled Documents as



Procedure"	described in paragraph 16.2 (Changes to Controlled Documents) of Schedule 16 (Change Protocol) ;
"Documents"	includes any written or printed work, photograph or any work produced by electronic means, including any tapes, disks, CD-ROMs or other recorded matter;
"Domain"	means each named group of Contract Delivery Indicators, as set out in Table 1 of Appendix 2 (Contract Delivery Indicators) to Schedule 15 (Performance Mechanism) ;
"DOTAS"	means the "Disclosure of Tax Avoidance Schemes" rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to national insurance contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868) made under section 132A of the Social Security Administration Act 1992;
"Double Prison Cell"	means a Prison Cell designed for double occupancy with a floor area in excess of nine point eight square metres (9.8m ²) or, if a shower area is to be incorporated within the Prison Cell, a floor area in excess of eleven square metres (11m ²), such areas to include a toilet compartment or suitable modesty screening around a toilet;
"Doubled Up Prisoner"	means a Prisoner sharing a Single Prison Cell other than in any healthcare areas of the Prison or in a Care and Separation Unit or sharing a Cell of any description in the DTC;
"DPA"	means the Data Protection Act 2018;
"DPS (Digital Prison Services)"	means a desktop application that provides access to Authority Data via NOMIS;
"Drug Strategy Monthly Report"	means a Monthly report on the progress of the Annual Drug Strategy and rolling action plan (in such format and detail as required by the Authority) in order to enable the collection of relevant data and information and to facilitate a proactive, solution focused approach to better identify trends,



develop services, meet new demand, and improve results;

"DTC Advisory Panel"	means the panel that reviews the clinical and operational safety of the DTC and provides a consultancy role in relation to the delivery of the Services within the DTC in accordance with paragraph 16 (DTC Governance) of Part 7 (Democratic Therapeutic Community) of Schedule 1 (Authority's Custodial Service Requirements) ;
"DTC Information Guide"	means the information guide shared with other establishments who refer prospective DTC Prisoners to the DTC, including, as a minimum, a template application form, the DTC Referral and Acceptance Criteria and basic information about the DTC programme;
"DTC Manual"	means the suite of manuals provided by the Authority to the Contractor, as accredited by CSAAP, detailing the provision and delivery of a democratic therapeutic community in a prison (as updated from time to time);
"DTC Prisoner"	means a Prisoner who resides at the DTC on the AU, EAU or a DTC Wing;
"DTC Referral and Acceptance Criteria"	means the referral and acceptance criteria that the Contractor shall use to determine whether a prospective DTC Prisoner should be accepted onto the DTC as specified in the DTC Manual;
"DTC Staff"	means all Contractor's Custodial Staff engaged in the provision of the Services at the DTC;
"DTC Wing"	means an area of the DTC where forty (40) DTC Prisoners will undergo Core Therapy in accordance with Part 7 (Democratic Therapeutic Community) of Schedule 1 (Authority's Custodial Service Requirements) ;
"Dying Well in Custody Charter 2018"	means the best practice guidance to support health and custody staff to ensure there is effective care for individuals who are in prison and have a terminal condition. The latest version of the guidance was published in April 2018 and is available at https://www.england.nhs.uk/long-read/dying-well-in-custody-charter/ , (and as such may be replaced or amended from time to time);
"Early Termination Date"	means the sixth (6 th) anniversary of the Services Commencement Date;
"Early Termination Costs"	means costs incurred by the Contractor in the performance of its Lifecycle

"Lifecycle Costs" obligations pursuant to **Schedule 11 (Property and Facilities Management)** prior to the Early Termination Date or, as applicable, Termination Date provided that such costs:

- (a) are forecast within the Base Case as Operational Services Lifecycle Costs and, but for the termination of this Contract on the Early Termination Date or, as applicable, Termination Date, would have been payable by the Authority as part of the Lifecycle Cost Programme under **Schedule 14 (Payment Mechanism)**;
- (b) are unavoidable, proven, reasonable and not capable of recovery;
- (c) are reasonably mitigated by the Contractor or relevant Sub-Contractor; and
- (d) are reasonably and properly incurred,

provided that the Contractor has properly drawn down funds from the Lifecycle Reserve Account prior to the Early Termination Date or, as applicable, Termination Date and provided, in addition, that the Lifecycle Reserve Account, at such date, has no surplus;

"Early Termination Redundancy Costs" means statutory redundancy payments paid to Applicable Contractor's Staff, each amount apportioned between the Contractor (or relevant Sub-Contractor) (on the one hand) and the Authority (on the other) based on the time spent by such employee on the Services as a proportion of the total Service Period and provided that such payments:

- (a) are unavoidable, proven, reasonable and not capable of recovery;
- (b) are reasonably mitigated by the Contractor or relevant Sub-Contractor;
- (c) would not have been incurred had this Contract continued until the Expiry Date; and
- (d) relate directly to the early termination of the Contract on the Early Termination Date or Termination Date (as the case may be);

"Ecological Baseline Survey" means a survey which captures the biodiversity value of the habitats on the Prison and wider Site using the Biodiversity Metric Tool;



"Ecological Impact Assessment"	means the recommended information gathering exercise carried out to enable a local planning authority to understand the ecological effects of a development before deciding whether or not it should go ahead, also known as 'EcIA', as set out by the Chartered Institute of Ecology and Environmental Management (CIEEM) as further described at https://cieem.net/resource/guidelines-for-ecological-impact-assessment-ecia/ (as updated from time to time) or such other ecological risk/impact assessment appropriate to the proposed activity prior to carrying out any works where there is a risk of impact on the environment;
"Ecological Management Plan"	means the site-specific document containing processes and instructions to manage the site and its operations in such a way so as to protect and enhance the biodiversity and ecology of the site and surrounding area;
"Education Needs Analysis"	means an annual report which analyses Prisoner need relating to the Education Services and resettlement as informed by Screening and Assessment and the needs of the area that is local to the Prison;
"Education Provider"	means learning and skills providers or such other person appointed by the Contractor from time to time to provide the Education Services at the Prison;
"Education Services"	means the information, advice, learning and skills services (including the Core Education Services, Prison Library Services and the Careers Information, Advice and Guidance Services) provided by the Contractor or the Education Provider in accordance with the requirements set out in Part 2 (Prisoner Education Services) of Schedule 1 (Authority's Custodial Service Requirements) ;
"Education Support Plan"	means a tailored plan which specifies any adjustments or support that a Prisoner needs to be able to participate in any learning opportunities within education as further described in paragraph 2.10.2 (Supporting Additional Learning Needs) of Part 2 (Prisoner Education Services) of Schedule 1 (Authority's Custodial Service Requirements) ;
"Education, Skills and Work" or "ESW"	means education, skills and work which includes all allocated activity across the Education Services, Prison Industries and Prison Work undertaken in the Prison;
"Education, Skills, and Work Pathway"	means the sequence of a Prisoner's Education, Skills and Work, that is



- informed by Screening and Assessment and CIAG Services;
- "Electronic Invoice Standard"** means in relation to an electronic invoice means a form that:
- (a) complies with the standard for electronic invoicing approved and issued by the British Standards Institution in the document numbered BS EN 1693- 1:2017 (Electronic invoicing - Part 1: Semantic data model of the core elements of an electronic invoice); and
 - (b) uses a syntax which is listed as a syntax that complies with that standard in the document numbered PD CEN/TS 16931 2:2017 (Electronic invoicing - Part 2: List of syntaxes that comply with EN 16931-1) approved and issued by the British Standards Institution;
- "Emergency Contact Form"** means the emergency contact form which must be completed by the Contractor in accordance with **paragraph 5.4.1 (Gas Emergency Contact Details) of Schedule 3 (Authority Third Party Contracts)**;
- "Emergency Services"** means any organisation which ensures public safety and health by addressing different emergencies including the police, ambulance, fire rescue and medical services;
- "Employee Liabilities"** means all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation related to employment including in relation to the following:
- (a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;
 - (b) unfair, wrongful or constructive dismissal compensation;
 - (c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;
 - (d) compensation for less favourable treatment of part-time workers

or fixed term employees;

- (e) outstanding employment debts and unlawful deduction of wages including any PAYE and national insurance contributions;
- (f) employment claims whether in tort, contract or statute or otherwise;
- (g) any investigation relating to employment matters by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;

"Employer Events" means the events to be held in accordance with **paragraphs 13.7 (Careers Information, Advice and Guidance – Employer Events - Outcome) and 13.8 (Careers Information, Advice and Guidance – Employer Events - Requirements) of Appendix 1 (Education Services Specification) to Part 2 (Prisoner Education Services) of Schedule 1 (Authority's Custodial Service Requirements);**

"Employment Advisory Board" means the employment advisory board for the Prison, which shall include the Prison Director, Prison Employment Lead and other relevant members from the Prison as set out in the Employment Advisory Board's terms of reference (which shall be made available upon request and may be amended from time to time). It shall provide employment-related advice and support and connect the Prison to local employers with the aim of:

- (a) developing a positive culture of employment within the Prison for the long term;
- (b) improving work readiness of Prisoners; and
- (c) encouraging local businesses to engage with the Prison and offer their resources, connections and knowledge to support those living and working in the Prison to prepare for and find work upon release;

"Employment Regulations" means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced;



"EMS"	means an 'environmental management system', which is a system for managing an organisation's and/or property's environmental impacts;
"End of Therapy Report"	means a report created by the Contractor when a DTC Prisoner completes, withdraws from or is deselected from Core Therapy that documents a DTC Prisoner's progress whilst at the DTC in the format set out in the DTC Manual and signed off by the Psychologist or Clinical Lead for the applicable DTC Wing, or the Deputy Clinical Director or the Clinical Director;
"End of Therapy Review Board"	means the Therapy Review Board when a DTC Prisoner is assessed as having completed Core Therapy in accordance with paragraph 9.2.1 (End of Therapy Review Board) of Part 7 (Democratic Therapeutic Community) of Schedule 1 (Authority's Custodial Service Requirements) ;
"Energy Assessment Tools"	means tools used to assess energy usage and including "TM22 2012", "Carbon Buzz" and "iSERVcmb";
"Energy Infrastructure"	means any infrastructure or equipment installed by or on behalf of the Authority (including where installed by the Contractor) prior to, on or after the Commencement Date that relate to any Energy Saving Solutions;
"Energy Performance Certificates" or "EPC"	means the energy performance certificate required under Energy Performance of Buildings (England and Wales) 2012 and the minimum energy efficiency standard regulations, which rates how energy efficient a building is designed to be using grades from A to G (with 'A' being the most efficient grade and 'G' being the least efficient grade);
"Energy Saving Solutions"	means any energy saving technologies, processes or equipment or use of green energy solutions (including but not limited to electric vehicle charging points);
"Enforcing Authorities"	means authorities with the responsibility for enforcing Legislation such as the Local Authorities or the Health and Safety Executive;
"Enhanced Assessment Unit" or "EAU"	means a dedicated unit within the DTC for DTC Prisoners who are identified as in need of an extended period of assessment before moving into Core Therapy on a DTC Wing;
"Environmental Impact"	means an information gathering exercise pursuant to The Town and Country Planning (Environmental Impact Assessment) Regulations 2017



"Assessment"	(as amended) that enables a local planning authority to understand the environmental effects of a development before deciding whether or not it should go ahead, and are also known as 'EIA' as further described at https://www.gov.uk/guidance/environmental-impact-assessment ;
"Environmental Information Regulations" or "EIRs"	means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or Central Government Body in relation to such regulations;
"Environmentally Preferable"	means goods and services that have a lesser or reduced negative effect on human health and the environment when compared with competing products or services that serve the same purpose;
"Equality Analysis"	means any required assessment made by the Contractor in accordance with the 'Equality Analysis Policy Framework' (19/04/2023) (as provided by the Authority and amended from time to time) and any other guidance issued by the Authority that will permit the Authority to comply with its legal obligations in furnishing Equality Analysis for any change in policy delivered by, or affected by the Services delivered by the Contractor;
"Equality and Human Rights Commission"	means the statutory non departmental public body with this title and any successor organisation from time to time;
"Equality Duties"	means those obligations and duties set out in clause 29.3 (Equality and Diversity) ;
"Equipment Refresh Plan"	means the Controlled Document with this title to be maintained by the Contractor and reviewed annually in accordance with clause 15.4.2 (Maintenance of Assets and Equipment Refresh Plan) which, for the avoidance of doubt, is in addition to the Asset Forward Maintenance Plan;
"Equipment Register"	means the Controlled Document with this title containing a register of equipment used by the Contractor to provide the Services, including the Authority Assets and the Contractor Assets, to be maintained by the Contractor in accordance with and in the form set out in, Schedule 10 (Equipment Register) ;
"Escape Deduction"	means the amount calculated in accordance with paragraph 8 (Escapes) of Schedule 14 (Payment Mechanism) ;



"Escape"	means: <ul style="list-style-type: none">(a) a Prisoner unlawfully gains their liberty by breaching the perimeter of the Prison (including the outside wall or boundary of the Prison); or(b) a Prisoner unlawfully gains their liberty while being escorted outside the Prison by the Contractor by passing beyond the control of the accompanying Prisoner Custody Officer;
"ESOL"	means English for Speakers of Other Languages;
"Estimate"	means, in respect of an Authority Change, the fully costed and developed price for implementing that Change developed by the Contractor;
"Estimated Unit Cost" or "U"	means the estimated unit cost of the utility service at the start of the Contract Year as agreed between the Authority and the Contractor in accordance with paragraph 1.10.2 (Annual Utility Services Cost Estimate) of Schedule 14 (Payment Mechanism) ;
"Ethical Wall Agreement"	means an ethical wall agreement in a form acceptable to the Authority (including the form as set out in the 'Model Services Contract' published by the Cabinet Office and Government Legal Service from time to time or in any other form acceptable to the Authority);
"EU GDPR"	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it has effect in EU law;
"Excellent and Quality in Probation Processes" or "EQiP"	means the process mapping software used by the National Probation Service to map and manage its processes including those for Offender Management;
"Excluded Assets"	means the hardware comprised within the Contractor's ICT System, save for any ICT hardware or systems for use by Prisoners and/or visitors within the Sites (including within a Prison Cell);
"Existing Prison"	means a prison that is not a New Prison prior to the Commencement Date;
"Existing Works"	means any works being undertaken on the Prison and/or the Site which will



- not be completed prior to the Services Commencement Date which the Authority (or a Previous Contractor) has commenced prior to the Services Commencement Date which will not be complete at such date and which the Authority shall work with the Contractor to complete;
- "Exit Assistance Notice"** means a notice provided by the Authority to the Contractor in writing which required the provision of Exit Assistance as further detailed in **paragraph 6.4 (Notification of Requirements for Exit Assistance)** of **Schedule 24 (Handover and Exit Management)**;
- "Exit Assistance"** means the assistance required by the Authority in order to transition the Services (or relevant part of the Services) to the New Contractor;
- "Exit Legacy Assets"** means those Contractor Assets that are required to be transferred to the Authority or its New Contractor (which shall not include any Excluded Assets) as notified by the Authority pursuant to **paragraph 8.2.1 (Exit Legacy Assets and Exit Legacy Contracts)** of **Schedule 24 (Handover and Exit Management)**;
- "Exit Legacy Contracts"** means Sub-Contracts, supply contracts and software licences (including licences of Third Party IPRs and/or Third Party Software) which the Authority requires to be assigned or novated to the Authority or its New Contractor as notified by the Authority pursuant to **paragraph 8.2.2 (Exit Legacy Assets and Exit Legacy Contracts)** of **Schedule 24 (Handover and Exit Management)**;
- "Exit Manager"** means the person appointed by each Party pursuant to **paragraph 4.4 (Effective Date of Termination or Expiry)** of **Schedule 24 (Handover and Exit Management)** and in default of such appointment shall be the Authority's Representative or, as appropriate, the Contractor's Representative;
- "Exit Period Commencement Date"** means the commencement date of the Exit Period to be determined in accordance with **paragraph 4.2 (Effective Date of Termination or Expiry)** of **Schedule 24 (Handover and Exit Management)**;
- "Exit Period"** means the period during which the Contractor is to provide Exit Assistance at the Prison pursuant to **paragraph 4.2 (Effective Date of Termination or Expiry)** of **Schedule 24 (Handover and Exit Management)**;
- "Exit Plan"** means the Controlled Document with this title to be produced and updated



by the Contractor in accordance with **paragraph 5 (Exit Plan) of Schedule 24 (Handover and Exit Management)** which may (as the context requires) be in draft or final form as further described therein;

"Expiry Date" means 23:59 hours on the final Day of either:

- (a) the Initial Contract Period; or
- (b) the last Extension Period (as elected by the Authority pursuant to **clause 2.6 (Duration of Contract)**),

whichever date arises later in accordance with the terms of this Contract;

"Exposure Information (Contracts List)" means part of the CRP Information relating to the Contractor's Group to be provided by the Contractor in accordance with **paragraph 10 (Provision of CRP Information) of Schedule 26 (Continuity Planning) and Appendix 1 (Exposure Information (Contracts List))** to such Schedule;

"Extension Period" means a period of twelve (12) months, twenty-four (24) months or thirty-six (36) months from the end of the Initial Contract Period or an Extension Period (as applicable), subject to the restrictions set out in **clause 2.6 (Duration of Contract)**;

"Fair Deal Employees" means any of:

- (a) Transferring Previous Contractor Employees;
- (b) employees who are not Transferring Previous Contractor Employees but to whom the Employment Regulations apply on the Relevant Transfer Date to transfer their employment to the Contractor or a Sub-Contractor, and whose employment is not terminated in accordance with the provisions of **Part B (Transferring Previous Contractor Employees at Commencement of Services) of Schedule 18 (TUPE, Employees and Pensions)**; and
- (c) employees of the Previous Contractor where the Previous Contractor becomes the Contractor,

where such employees at the Commencement Date or Relevant Transfer Date (as appropriate) are or become entitled to New Fair Deal protection in



- respect of any of the Statutory Schemes as notified by the Authority;
- "Fair Deal Schemes"** means the relevant Statutory Scheme or a Broadly Comparable pension scheme;
- "FF&E"** means all fixtures, fittings and equipment to be provided and installed by the Contractor in accordance with **paragraph 4.13.1 (FF&E) of Schedule 11 (Property and Facilities Management)**;
- "Final Date for Payment"** means the date that is thirty (30) Days after the Payment Due Date;
- "Final Warning Notice"** means another notice served by the Authority on the Contractor in accordance with **clause 44.1.2 (Persistent Breach)**;
- "Financial Distress Continuity Plan"** means a written plan in a form agreed in advance by the Authority that sets out how the Contractor or Guarantor (as applicable) will ensure the continued performance of its duties and obligations under this Contract in the event that a Financial Distress Event occurs. This plan should include what the Authority would need to put in place to ensure performance and delivery of the Services in accordance with this Contract up to and including any Insolvency Event in respect of the Contractor or Guarantor (as applicable) and may refer to the Insolvency Continuity Plan in this regard;
- "Financial Distress Event"** means one or more of the following:
- (a) either:
 - (i) the Contractor;
 - (ii) the Guarantor;
 - (iii) any Key Sub-Contractor; or
 - (iv) any other party whom the Authority, in granting its consent for such party to become a Sub-Contractor pursuant to **clause 72.3 (Restrictions on Transfer of this Contract by the Contractor)**, requires the Contractor to submit a completed FVRA Template in respect of such party as a condition of the Authority's consent,

is accorded (1) a 'Red' score on any of the criteria identified in the

- FVRA Template; or (2) a score that is worse than the score accorded to it within the Contractor's response to the Selection Questionnaire;
- (b) the Contractor (or Guarantor (as applicable)) being affected by (or being likely to be affected by) an Insolvency Event;
 - (c) the Contractor (or Guarantor (as applicable)) issuing a profit warning to a stock exchange or making any other public announcement about a material deterioration in its financial position or prospects or otherwise makes a public announcement which contains adverse commentary with regards to its liquidity and trading and trading prospects, such as but not limited to, a profit warning or ability to trade as a going concern which the Authority reasonably believes (or would be likely to reasonably to believe) could directly impact on the Contractor's (or Guarantor's (as applicable)) ability to perform obligations under this Contract;
 - (d) there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of the Contractor (or Guarantor (as applicable));
 - (e) the Contractor (or Guarantor (as applicable)) committing a material breach of covenant to its lenders;
 - (f) the commencement of any litigation against the Contractor (or Guarantor (as applicable)) with respect to financial indebtedness or obligations under a service contract which has or may have (in the opinion of the Authority (acting reasonably)) a material adverse effect on the Contractor's (or Guarantor's (as applicable)) financial position and/or the Contractor's (or Guarantor's (as applicable)) ability to perform obligations under this Contract;
 - (g) the cancellation or suspension of any financial indebtedness in respect of the Contractor (or Guarantor (as applicable));
 - (h) a Key Sub-Contractor notifying the Authority that the Contractor has not satisfied any material sums properly due under a specified invoice and not subject to a genuine dispute;
 - (i) the Contractor (or Guarantor (as applicable)) extending the filing period for filing its accounts with the Registrar of Companies so that



the filing period ends more than nine (9) Months after its Accounting Reference Date without an explanation to the Authority which the Authority (acting reasonably) considers to be adequate;

- (j) the Contractor (or Guarantor (as applicable)) is late to file its annual accounts without a public notification or an explanation to the Authority which the Authority acting reasonably considers to be adequate; and/or
- (k) the directors and/or external auditors of the Contractor (or Guarantor (as applicable)) conclude that a material uncertainty exists in relation to its going concern in the annual report including in a reasonable but plausible downside scenario. This includes, but is not limited to, commentary about liquidity and trading prospects in the reports from directors or external auditors;

"Financial Information and Commentary"

means part of the CRP Information requirements to be provided by the Contractor in accordance with **paragraph 10 (Provision of CRP Information)** and **Appendix 3 (Financial Information and Commentary)** to **Schedule 26 (Continuity Planning)**;

"FOIA"

means the Freedom of Information Act 2000 and any subordinate legislation (as defined in section 84 of the Freedom of Information Act 2000) made under or pursuant to the Freedom of Information Act 2000 from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or any relevant Government department in relation to such Act (including the Cabinet Office's "Freedom of Information Code of Practice" dated 4 July 2018);

"Food Orders"

means orders for Approved Food Goods;

"Force Majeure Event"

means the occurrence after the Commencement Date of:

- (a) war, civil war, armed conflict or terrorism;
- (b) nuclear, chemical or biological contamination unless the source or the cause of the contamination is the result of the actions of or breach by the Contractor or its Sub-Contractors; or
- (c) pressure waves caused by devices travelling at supersonic speeds,

which directly causes either Party (the "**Affected Party**") to be unable to



comply with all or a material part of its obligations under this Contract;

"Force Majeure Termination Sum"	means the amount payable in accordance with clause 45.2.2 (Compensation on Termination on Force Majeure) , which shall be an amount equivalent to the Contractor Breakage Costs;
"FReM"	means the 'Government Financial Reporting Manual' which is the technical accounting guide to the preparation of financial statements. There is a separate sustainability reporting guidance published each Year;
"Full Recompetition Data"	means the material and information required from the Contractor by the Authority in order to facilitate the preparation by the Authority of any request for information, invitation to tender or any other procurement documentation and/or to facilitate and potential New Contractor undertaking due diligence as further set out in paragraph 3.1 (Obligations to Assist on Recompetition) of Schedule 24 (Handover and Exit Management) ;
"Functional Skills"	means the fundamental skills and knowledge in English, maths and ICT which can be applied to real-life situations at work, study and in a Prisoner's personal life;
"Fund Actuary"	means the actuary to a Fund appointed by the Administering Authority of that Fund;
"Fund"	means [not applicable], a pension fund within the LGPS;
"FVRA Template"	means the Authority's 'Financial Viability Risk Assessment' issued to the Contractor as part of the Competition;
"GDPR"	means the General Data Protection Regulation (Regulation (EU) 2016/679);
"General Anti-Abuse Rule"	means: <ul style="list-style-type: none">(a) the legislation in Part 5 of the Finance Act 2013; and(b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions;
"General Change in Law"	means a Change in Law which is not a Discriminatory Change in Law or a Specific Change in Law;



"General Prisoner Amenities Fund" means the fund to be held by the Contractor in the GPAF Account comprised of the General Prisoner Generated Profit;

"General Prisoner Generated Profit" means the financial sum calculated on a Quarterly basis following the end of each Quarter as follows:

A – B

where:

A is the sum of all (i) revenues received or credited from the expenditure of Prisoners at the Site; and (ii) revenues received from any person (including any third parties) for goods, works or services that were generated in whole or in part using Prisoner labour in Prison Operations Industries, in each case during that Quarter; and

B is the total costs paid during that Quarter in generating the revenues referred to in "A" through (i) the provision of goods or services to which the Prisoner expenditure relates and (ii) the operation of the Prison Operations Industries in which Prisoners are working, which:

- (i) may include such costs paid where they are also PAF Permitted Costs; but
- (ii) in all cases must exclude the PAF Excluded Costs (which shall be disregarded for this calculation),

and provided always that, in accordance with **paragraph 16.3.9 (Accounts and Reporting)** of **Schedule 14 (Payment Mechanism)** where this calculation would result in a negative sum falling below zero the Industries Prisoner Generated Profit shall be treated as if it were zero and not a negative sum;

"GIP Costs" means any costs, expenses or liabilities relating to the provision of any insured or self-insured group income protection scheme or any payments to which a Transferring Previous Contractor Employee is entitled or may become entitled under a group income protection scheme;

"Good Industry Practice" means the exercise of that degree of skill, care, diligence, prudence efficiency, foresight and operating practice which would reasonably and ordinarily be expected from time to time of a skilled and experienced operator or provider of all or part of the Services seeking to comply with its



	contractual obligations and complying with applicable Legislation or that of any Sub-Contractor under the same or similar circumstances;
"Government Buying Standards"	means the minimum standards all government departments and their related organisations must meet when buying goods and services available at https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs (as updated from time to time);
"Government Classification Scheme"	means the 'Government Security Classification Policy' dated August 2024 (as amended from time to time) establishing an administrative system to protect information assets and which describes how the Government classifies information assets to ensure they are appropriately protected and which applies to all information that the Government collects, stores, processes, generates or shares to deliver services and conduct business available at https://www.gov.uk/government/publications/government-security-classifications ;
"Government Functional Standard GovS 007: Security"	means the functional standard designed to promote consistent and coherent working within government organisations and across organisational boundaries, to provide a stable basis for assurance, risk management and capability improvement (available at: Government Functional Standard GovS 007: Security - GOV.UK (www.gov.uk));
"Governor"	means a Crown servant appointed by the Authority under Section 88;
"GPAF Account"	means the separate and ring-fenced interest-bearing bank account that shall have been established prior to the Services Commencement Date in which the Contractor must hold the aggregate of the General Prisoner Amenities Fund in accordance with paragraph 16 (Operation of Prisoner Amenities Funds) of Schedule 14 (Payment Mechanism) ;
"Greening Government Commitments"	means the Government's targets and commitments to reduce its impact on the environment (as may be amended or superseded from time to time), to which the Authority subscribes and is mandated to report on and as is currently set out in the below link: https://www.gov.uk/government/collections/greening-government-commitments ;
"Guarantor Change of Control"	means, in relation to the Guarantor, any sale, transfer or disposal of any legal, beneficial or equitable interest in any or all of the shares in the capital of such Guarantor (excluding normal daily trading of shares of the



	Guarantor on any applicable stock exchange) which results in that body corporate being Controlled by a person who does not (or persons acting in concert who do not), at the Commencement Date, have such Control, or any other arrangement or arrangements that have or may have or which result in the same effect;
"Guarantor"	means the Contractor's guarantor under the Parent Company Guarantee;
"Guidance"	means any applicable guidance or directions with which the Contractor is bound to comply, which for the purposes of this Contract shall exclude the Authority Policies;
"Halifax Abuse Principle"	means the principle explained in the CJEU Case C-255/02 Halifax and others;
"Health and Justice Information Service"	means an IT system for the English health and justice services as further detailed at https://digital.nhs.uk/services/health-and-justice-information-services ;
"Health and Safety and Fire Report"	means a summary report of all health and safety and fire incidents for that Month/quarter, to include the incident type, date, time, location and management action taken as a result, in a format to be agreed between the Authority and the Director, which will form part of the Contract Review Meeting Director's Report;
"Health and Safety File"	has the meaning given to it in the CDM Regulations;
"Health and Safety Regime"	means the Corporate Manslaughter and Corporate Homicide Act 2007, Food Safety Act 1990 (and associated regulations), the Health & Safety at Work etc Act 1974 (and associated regulations), the Regulatory Reform (Fire Safety) Order 2005 and other applicable fire safety Legislation, the Environmental Protection Act 1990, the Water Industry Act 1991, the Water Resources Act 1991 and any similar or analogous health, safety or environmental legislation in force from time to time;
"Healthcare Providers"	means the health organisations commissioned by NHS England from time to time to deliver Healthcare Services;
"Healthcare Services"	means the health services delivered within the Prison by the Healthcare Providers that do not form part of the Custodial Services (as detailed within



a separate health care service specification with the Healthcare Provider);

"Healthcare Unit"	means the area identified as such on the Site Plans;
"HMG Standards and Guidance"	means the Government Digital Service's 'Technology Code of Practice' (available at: https://www.gov.uk/guidance/the-technology-code-of-practice), the Service Standard (available at: https://www.gov.uk/service-manual/service-standard), the National Cyber Security Centre's policies and guidance and the Cabinet Office's Security Standards (each as amended from time to time);
"HMIP Expectations"	means the requirements or expected outcomes for Prisoners set out by the HMIP as may be amended from time to time. A copy of the current edition is available at https://hmiprisons.justiceinspectorates.gov.uk/expectations/ ;
"HMIP"	means 'HM Inspectorate of Prisons' and such successor organisation as may replace it from time to time;
"HMPPS Agency Instructions" or "AIs"	means such documents as may be issued by HMPPS to convey mandatory instructions to HMPPS HQ Staff (including, where appropriate, the group or regional structures) and as amended from time to time, and a reference to 'AI [number]' shall be to the relevant HMPPS Agency Instruction with that number, as amended or replaced from time to time;
"HMPPS Data"	means Authority Data relating to Offender Management;
"HMPPS HQ Staff"	means the staff employed directly by HMPPS based at headquarters or in group structures (i.e. usually those staff not based in a prison, court, probation office or approved premises);
"HMPPS Intranet"	means the Authority's portal for internal and third-party staff guides, news and content;
"HMPPS Standards"	means the standards set out in the document entitled "National Standards for the Management of Offenders" as may be amended from time to time by HMPPS, including any replacement document;
"HMPPS"	means 'HM Prison & Probation Service' and such successor organisation as may replace it from time to time;
"HMRC"	means 'HM Revenue & Customs';



"Holding Company"	has the meaning given to it in section 1159 of the Companies Act 2006 and, for the purposes only of the membership requirement in subsections 1159(1)(b) and (c), a company (the "first company") shall be treated as a member of another company (the "second company") if the shares in the second company are registered in the name of (a) another person (or its nominee), where the shares are held by such other person (or its nominee) by way of security or in connection with the taking of security from the first company, or (b) a nominee for the first company;
"ICT Equipment"	means desktop and laptop computers, phones, tablets, printers, network routers and switches and related peripherals;
"ICT System"	means the computing environment (consisting of hardware, software, telecommunications and/or data networks, interfaces, devices, equipment, infrastructure, ducts, cabling and ancillary fixtures and fittings and power supplies) used by the Authority (or licensed to it by a third party) and/or the Contractor (or licensed to it by a third party) in connection with this Contract;
"ICT"	means 'information and communications technology';
"Immediate Reduction in Requirement for Available Prisoner Places" or "IRRAPP"	means a reduction in the Authority's requirement for an immediate reduction in Available Prisoner Places notified in accordance with paragraph 15 (Notification of Immediate Reduction in Requirement for Available Prisoner Places (IRRAPPs)) of Schedule 14 (Payment Mechanism) ;
"Immediate RRAPP Band Activation Notice"	means a notice to be issued by the Authority to the Contractor in accordance with paragraph 15.2.1 (Immediate RRAPP Band Activation) of Schedule 14 (Payment Mechanism) in order to Activate one or more Immediate RRAPP Bands;
"Immediate RRAPP Band Conversion Notice"	means a notice to be issued by the Authority to the Contractor in accordance with paragraph 15.4.1 (Immediate RRAPP Band Conversion) of Schedule 14 (Payment Mechanism) in order to effect an Immediate RRAPP Band Conversion;
"Immediate RRAPP Band Conversion"	means conversion of one or more Activated Immediate RRAPP Bands into RRAPP Bands as described in paragraph 15.4.1 (Immediate RRAPP Band Conversion) of Schedule 14 (Payment Mechanism) ;



"Immediate RRAPP Band Deactivation Notice"	means a notice to be issued by the Authority to the Contractor in accordance with paragraph 15.3.1 (Immediate RRAPP Band Deactivation) of Schedule 14 (Payment Mechanism) in order to Deactivate one or more Immediate RRAPP Bands;
"Immediate RRAPP Band Deduction Costs" or "IRRAPPBDC"	means the variable costs, as set out in paragraph 15.5 (Daily Total Immediate RRAPP Deductions) of Schedule 14 (Payment Mechanism) which are used to calculate the DTIRD;
"Immediate RRAPP Band Demobilisation Period"	means the minimum period that must elapse before Deactivation of an Immediate RRAPP Band as specified in paragraph 15.3.2 (Immediate RRAPP Band Deactivation) of Schedule 14 (Payment Mechanism) ;
"Immediate RRAPP Band Mobilisation Period"	means the minimum period that must elapse before Activation of an Immediate RRAPP Band as specified in paragraph 15.2.3 (Immediate RRAPP Band Activation) of Schedule 14 (Payment Mechanism) ;
"Immediate RRAPP Band Tables"	means the tables in paragraph 15.5 (Daily Total Immediate RRAPP Deductions) of Schedule 14 (Payment Mechanism) ;
"Immediate RRAPP Band"	means the specified bands of Prisoner Places identified in paragraph 15.5.2 (Daily Total Immediate RRAPP Deductions) in the format specified in paragraph 15.1.2 (Immediate RRAPP Bands) of Schedule 14 (Payment Mechanism) that may be Activated and Deactivated by the Authority from time to time in respect of the Main Prison and/or the DTC;
"Improvement Actions"	means the actions needed to remedy the Reduced Performance identified in the Improvement Notice and prevent its re-occurrence;
"Improvement Notice"	means a notice issued in accordance with paragraph 12 (Improvement Notices and Improvement Plan) of Schedule 15 (Performance Mechanism) ;
"Improvement Plan"	means a plan delivered to the Authority by the Contractor in respect of any areas of Reduced Performance stated in the Improvement Notice which shall comply with paragraph 12.4 (Improvement Notices and Improvement Plan) of Schedule 15 (Performance Mechanism) ;
"Incentives Scheme"	means a local incentives policy implemented in accordance with the requirements set out in the 'Incentives Policy Framework' (as amended from



	time to time);
"Incident Reporting System Data Quality Audit"	means the audit carried out by the Authority from time to time to assess compliance with incident reporting requirements;
"Incorrect Daily Report"	means information in the Daily Report which cannot be verified in accordance with paragraph 9.2 (Incorrect Daily Reports) of Schedule 14 (Payment Mechanism) ;
"Incorrect Overpayment"	means an overpayment pursuant to an Incorrect Daily Report as described in paragraph 9.2.2 (Incorrect Daily Reports) of Schedule 14 (Payment Mechanism) ;
"Incorrect Underpayment"	means an underpayment pursuant to an Incorrect Daily Report and otherwise arising as described in paragraph 9.2.3 (Incorrect Daily Reports) of Schedule 14 Payment Mechanism ;
"Indemnified Party"	means the Party who wishes to make a claim under an indemnity under this Contract and notifies the Indemnifying Party of such claim in accordance with clause 66.4 (Notification of Claims) ;
"Indemnifying Party"	means the Party against whom the Indemnified Party wishes to make a claim under an indemnity under this Contract and is notified of such claim in accordance with clause 66.4 (Notification of Claims) ;
"Independent Monitoring Board"	means a group of independent members of the public appointed by any Relevant Authority to monitor the day to day life in the Prison and ensure that proper standards of care and decency are maintained;
"Indexation Review Date"	means 1 April in each Year following the Commencement Date;
"Indexed"	means the process of indexing relevant amounts as set out in clause 1.4 (Indexation) ;
"Indirect Losses"	means loss of profits, loss of use, loss of production, loss of business, loss of business opportunity or any claim for consequential loss or for indirect loss of any nature, but excluding any of the same that relate to loss of revenue or other income committed from third parties;
"Individual Therapy Plan" or	means the plan, agreed with each DTC Prisoner, to direct and regulate the



"ITP" DTC Prisoner's Core Therapy, including collateral activities, work, education and personal behavioural targets;

"Induction Session" means the induction session to be held in accordance with **paragraphs 13.1 (Careers Information, Advice and Guidance – Induction Session – Outcome) and 13.2 (Careers Information, Advice and Guidance – Induction Session – Requirements) of Appendix 1 (Education Services Specification) to Part 2 (Prisoner Education Services) of Schedule 1 (Authority's Custodial Service Requirements);**

"Industries Prisoner Amenities Fund" means the fund to be held by the Contractor in the IPAF Account comprised of the Industries Prisoner Generated Profit;

"Industries Prisoner Generated Profit" means the financial sum calculated on an annual basis following the end of each Contract Year as follows:

A – B

where:

A is the sum of all revenues received or credited from any person (including any third parties) for goods, works or services that were generated in whole or in part using Prisoner labour in Prison Industries (other than Prisoner Operation Industries); and

B is the total cost of sales paid in generating the revenues referred to in "A" through the operation of the Prison Industries (other than Prisoner Operations Industries) in which Prisoners are working, which:

(i) may include such cost of sales where they are also PAF Permitted Costs; but

(ii) in all cases must exclude the PAF Excluded Costs (which shall be disregarded for this calculation),

and provided always that, in accordance with **paragraph 16.3.9 (Accounts and Reporting) of Schedule 14 (Payment Mechanism)** where this calculation would result in a negative sum falling below zero the Industries Prisoner Generated Profit shall be treated as if it were zero and not a negative sum;



- "Informal Time"** means time that a DTC Prisoner has outside of:
- (a) formal therapy programmes as part of the AU, EAU or Core Therapy;
 - (b) Purposeful Activity;
 - (c) Education Services;
 - (d) physical education (in accordance with the requirements in the COR); or
 - (e) Prison Work within the DTC,
- and including to mealtimes and recreational time;
- "Information and Referral Package"** means the application pack to be submitted when a prospective DTC Prisoner applies for admission to the DTC, which contains:
- (a) a completed application form, signed by a representative of the director, or Governor, of the prospective DTC Prisoner's sending establishment (such as a Key Worker or Prison Offender Manager);
 - (b) the supporting documentation that must accompany an application to a democratic therapeutic community as specified in the DTC Manual; and
 - (c) the suitability appraisals that must accompany an application to a democratic therapeutic community as specified in the DTC Manual;
- "Information Assurance"** means the practice of assuring information and managing risks related to the use, processing, storage, and transmission of information or data and the systems and processes used for those purposes;
- "Information Commissioner's Office"** means the UK Information Commissioner's Office, or any successor or replacement body from time to time;
- "Information Handling Policy"** means the relevant Authority Policy on information handling;



"Information Security Management System" or "ISMS"	means a set of policies and procedures for systematically managing an organisation's sensitive data to minimise risk and ensure business continuity by pro-actively limiting the impact of a security breach;
"Information Security Policy Framework"	means the framework that provides rules and guidance in relation to all information security procedures and contacts (available at: Information Security Policy Framework - GOV.UK (www.gov.uk));
"Information Sharing Agreement"	means the protocol(s) that supports appropriate, timely and legal information sharing between members and member organisations of the Local Partnership Agreement in relation to the care and well-being of Prisoners and produced in accordance with the National Partnership Agreement (as amended from time to time) and such other information sharing as may be required by the Parties;
"Information"	means all information of whatever nature, however conveyed and in whatever form, including in writing, orally, by demonstration, electronically and in a tangible, visual or machine-readable medium (including CD-ROM, magnetic and digital form);
"Initial Service Delivery Documents"	means: <ul style="list-style-type: none">(a) the Mobilisation and Transition Plan;(b) the version of the Transformation Plan updated by the Contractor (in accordance with paragraph 13.2 (The Transformation Plan) of Schedule 5 (Mobilisation, Transition and Transformation)) and approved by the Authority (in accordance with paragraph 13.4 (Approval of the Transformation Plan) of Schedule 5 (Mobilisation, Transition and Transformation)); and(c) the draft Local Operating Procedures;
"Initial Contract Period"	means the period commencing on the Commencement Date until the date which falls on the twelfth (12th) anniversary of the Services Commencement Date, subject to the provisions of clause 2.1.2 (Duration of Contract) ;
"Initial Transformation Deliverables"	means the Transformation outputs and outcomes that the Contractor has committed to deliver pursuant to the Transformation Plan provided prior to



- the Commencement Date and set out in **Appendix 1 (Transformation Plan)** to **Schedule 5 (Mobilisation, Transition and Transformation)** (as such plan is developed and approved in accordance with **paragraph 13 (Transformation)** of such Schedule (but for the avoidance of doubt excluding those subsequent developments proposed and approved pursuant to **clauses 26.4 (Continuous Improvement)** and **24 (Annual Custodial Service Delivery Plan)**);
- "In-Possession Medication Policy"** means the Authority Policy describing the basis by which Prisoners can have In-Possession Medication that is supplied and administered by the Prisoner, and which medicines are never to be supplied in-possession to a Prisoner (but instead each dose of a medicine is administered under supervision by a registered healthcare professional);
- "In-Possession Medication"** means the medication and medical equipment that is carried, supplied and administered by the Prisoner, on their person or stored in their cell. Medications and equipment treated as 'in-possession' will be derived through local and individual risk assessments conducted by Healthcare Providers in consultation with the Contractor and where necessary agreed within the Local Partnership Agreement. Where Authority Policies reference in-possession medication the locally agreed processes and practices must abide by relevant requirements contained therein;
- "Insolvency Continuity Plan"** means the plan relating to an Insolvency Event of the Contractor, any Key Sub-Contractors and/or any other members of the Contractor's Group, as developed by the Contractor and approved by the Authority in accordance with **Schedule 26 (Continuity Planning)**;
- "Insolvency Event"** means, in respect of the Contractor, where any of the following events occurs (or, in the reasonable opinion of the Authority, circumstances exist such that any of the following events is likely to occur) in relation to the Contractor and/or any Holding Company of the Contractor (including the Guarantor):
- (a) an order is made for its winding-up or a petition or notice is presented or a meeting is convened for the purpose of considering a resolution for its winding-up or any such resolution is passed;
 - (b) a receiver (including any administrative receiver) or similar person is appointed in respect of, or an encumbrancer takes possession of, the whole or any part of any of its property, assets or undertaking



or any step is taken by any person to enforce any rights under or pursuant to any security interest or encumbrance of any kind over any of its undertaking, property or assets;

- (c) an administrator is appointed (whether by the court or otherwise) or any step is taken (whether in or out of court) for the appointment of an administrator or any notice is given of an intention to appoint an administrator;
- (d) any distress, execution, injunction, sequestration, attachment or other similar legal process or enforcement is levied or applied for in respect of the whole or any part of any of its property, assets or undertaking which is not remedied within fourteen (14) Days of the same to the satisfaction of the Authority;
- (e) any composition in satisfaction of its debts or scheme of arrangement of its affairs or compromise or arrangement between it and its creditors generally (or any class of its creditors) and/or its members is proposed, applied for, sanctioned or approved;
- (f) it is unable to pay its debts for the purposes of the Insolvency Act 1986, or becomes insolvent under any applicable law; or
- (g) an event analogous to any of the above occurs,

in each case, in any jurisdiction where it carries on business or has assets;

"Insured Losses"

means Losses for which the Contractor is required to maintain insurance (and whose value falls within the minimum required financial level of that insurance and disregarding any excess or deductibles that may apply to such insurance) pursuant to **clause 68 (Insurance)**;

"Intellectual Property Rights" or "IPR"

means:

- (a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, know-how, trade secrets and other rights in Confidential Information;
- (b) applications for registration, and the right to apply for registration,



for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and

- (c) all other rights having equivalent or similar effect in any country or jurisdiction;

"Interface Meeting" means an interface meeting convened in accordance with **paragraph 9 (Interface Meetings) of Schedule 5 (Mobilisation, Transition and Transformation)** in respect of interfaces with the Authority, the Special Purpose Vehicle and the Operating Sub-contractor and other relevant third parties;

"Interim Solution" means undertaking appropriate action in relation to an asset, service, fixture, equipment or area following a Reactive Request to allow normal operations to continue securely and safely (but such asset, service, fixture, equipment or area shall still require a Permanent Solution);

"Interventions Non-Staff Cost" or "INSC" means the non-staff costs element of the Annual Interventions Costs described in **paragraph 1.6.2 (Monthly Interventions Payment – Main Prison only) of Schedule 14 (Payment Mechanism)**;

"Interventions Staff Cost" or "ISC" means the staff costs element of the Annual Interventions Cost described in **paragraph 1.6.2 (Monthly Interventions Payment – Main Prison only) of Schedule 14 (Payment Mechanism)**;

"Interventions" means planned and structured courses of action by the Contractor for working with a Prisoner, over and above routine Offender Management and resettlement services, whether delivered one on one to a Prisoner or to a group of Prisoners, to create positive change in attitudes, thinking and behaviour as further described in **Part 4 (Interventions) of Schedule 1 (Authority's Custodial Service Requirements)**;

"IPAF Account" means the separate and ring-fenced interest-bearing bank account that shall have been established prior to the Services Commencement Date in which the Contractor must hold the aggregate of the Industries Prisoner Amenities Fund in accordance with **paragraph 16 (Operation of Prisoner Amenities Funds) of Schedule 14 (Payment Mechanism)**;

"IPRs Claim" means any claim against any Authority Indemnified Party of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any Relevant IPRs save for any such claim to the



- extent that it is caused by any use by or on behalf of that Authority Indemnified Party of any Relevant IPRs, or the use of the Authority Software by or on behalf of the Contractor, in either case in combination with any item not supplied or recommended by the Contractor to this Contract or for a purpose not reasonably to be inferred from the Authority's Requirements or the provisions of this Contract;
- "ISO/IEC"** means a joint technical committee of the International Organization for Standardization and the International Electrotechnical Commission whose purpose is to develop, maintain and promote standards in the fields of information technology and ICT;
- "ISO 14001"** means a specific management standard (as may be amended or replaced from time to time) which specifies the requirements for an EMS that an organisation can use to enhance its environmental performance;
- "ITEPA"** means the Income Tax (Earnings and Pensions) Act 2003;
- "ITT and FRT Guidance"** means the ITT and FRT Guidance provided to the Contractor by the Authority as part of the Competition as updated by the ISFT or otherwise from time to time;
- "Joint Data Controllers"** has the meaning given to it in Article 26 of the UK GDPR, or EU GDPR, as the context requires;
- "Key Plant and Equipment"** means the key assets in a Building that have a significantly important role to play in the efficient use of energy or water, as documented as Exit Legacy Assets in the Recompetition Data and the Exit Plan in accordance with **Schedule 24 (Handover and Exit Management)**;
- "Key Sub-Contractor"** any Sub-Contractor:
- (a) which, in the opinion of the Authority, performs (or would perform if appointed) a critical role in the provision of all or any part of the Services; and/or
 - (b) with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Contract Price to be payable under this Contract (as calculated in accordance with **Schedule 14 (Payment Mechanism)**);



"Key Worker"	means a member of the DTC Staff allocated to a specific DTC Prisoner as their first point of contact for enquiries and progression reviews;
"Latest Service Element"	means the costs of providing the Tested Service (as such costs are set out in or calculated from the Base Case as adjusted as a result of being Indexed or as a result of previous adjustments made pursuant to clauses 28 (Benchmarking and Value Testing) and/or 57 (Change to Services) and/or otherwise in accordance with this Contract);
"Law Enforcement Purposes"	has the meaning given to it in the DPA;
"Lease Declaration"	means a statutory declaration in relation to the tenancy created by the Lease in a form complying with the requirements of Schedule 2 of the Order;
"Lease Notice"	means a notice in relation to the tenancy created by the Lease in a form complying with the requirements of Schedule 1 of the Order;
"Lease"	means the Lease relating to the Site to be granted by the Authority to the Contractor substantially in the form set out in Schedule 9 (Lease) together with such amendments agreed between the Parties both acting reasonably;
"LED"	means the Law Enforcement Directive (Directive (EU) 2016/680) as it is given effect in the law of England and Wales, Scotland and Northern Ireland by the Data Protection Act 2018 and related subordinate legislation;
"Legacy Assets"	means the assets belonging to the Authority or an Authority Related Party that are to be transferred to the Contractor or its Sub-Contractor pursuant to an Asset and Contract Transfer Contract for the purposes of this Contract;
"Legacy Contracts"	means the contracts, to which the Authority or an Authority Related Party is a party, that are to be transferred to the Contractor or its Sub-Contractor pursuant to an Asset and Contract Transfer Contract for the purposes of this Contract;
"Legal Proceedings"	means any litigation, arbitration, administrative or adjudication or mediation proceedings before or of any court, arbitrator or Relevant Authority;
"Legislation"	means any one or more of the following: (a) any Act of Parliament, including the Offender Management Act



2007;

- (b) any subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978;
- (c) any exercise of the Royal Prerogative;
- (d) any assimilated direct legislation within the meaning of the Retained EU Law (Revocation and Reform) Act 2023; and
- (e) any regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Contractor is bound to comply,

in each case in the United Kingdom;

"Legitimate Operational Reason"

means where it can be demonstrated that it is in the best interest of the Prisoner in question to take the action proposed;

"LGPS Admission Agreement"

means an admission agreement within the meaning in Schedule 1 of the Local Government Pension Scheme Regulations 2013;

"LGPS Admission Body"

means an admission body (within the meaning of Part 3 of Schedule 2 of the Local Government Pension Scheme Regulations 2013);

"LGPS Eligible Employees"

means any LGPS Fair Deal Employee who at the relevant time is an active member or eligible to participate in the LGPS under an LGPS Admission Agreement or otherwise;

"LGPS Fair Deal Employees"

means any Fair Deal Employee who at the Relevant Transfer Date is or becomes entitled to protection in respect of the LGPS or a pension scheme that is Broadly Comparable to the LGPS in accordance with the provisions of New Fair Deal;

"LGPS Initial Contribution Rate"

means 18.1% of pensionable pay (as defined in the 2013 Regulations);

"LGPS Participating Employees"

means any LGPS Fair Deal Employee who at the relevant time remains working wholly or mainly on the Services and participating in the LGPS;

"LGPS"

means the Local Government Pension Scheme Regulations 2013 (SI



"Regulations"	2013/2356) and The Local Government Pension Scheme (Transitional Provisions, Savings and Amendment) Regulations 2014, and any other regulations (in each case as amended from time to time) which are from time to time applicable to the LGPS;
"LGPS"	means the Local Government Pension Scheme as governed by the LGPS Regulations, and any other regulations (in each case as amended from time to time) which are from time to time applicable to the Local Government Pension Scheme;
"Life Skills"	means the skills described in paragraph 2.4.3 (Curriculum for Independence) of Part 2 (Prisoner Education Services) of Schedule 1 (Authority's Custodial Service Requirements) ;
"Lifecycle Assets"	means each item of building fabric, plant, equipment or any other asset or part of the Built Environment and M&E Assets in respect of which Lifecycle works are carried out or are anticipated to be carried out in order to discharge the Contractor's obligations under Schedule 11 (Property and Facilities Management) ;
"Lifecycle Cost Programme" or "LCP"	means the anticipated cost of the Lifecycle programme as set out in paragraph 13 (Lifecycle Cost Programme) of Schedule 14 (Payment Mechanism) ;
"Lifecycle Reserve Account" or "LRA"	means the separate and ring-fenced interest-bearing bank account that shall have been established prior to the Services Commencement Date in which the Contractor must hold the aggregate of the Monthly Lifecycle Transfers in accordance with paragraph 1.16.3 (Monthly Lifecycle Transfer) of Schedule 14 (Payment Mechanism) ;
"Lifecycle Review Date"	means 1 April of the seventh Contract Year;
"Lifecycle Review Report"	means the report relating to the Lifecycle plans and the Lifecycle Cost Programme prepared by the Contractor pursuant to paragraph 9 (Lifecycle Programme Review at Lifecycle Review Date) of Schedule 11 (Property and Facilities Management) and containing a summary of those matters listed in such paragraph;
"Lifecycle Spend"	means the Contractor's actual costs (not including any profit and/or margin) of carrying out all Lifecycle works in the performance of the Contractor's Lifecycle obligations pursuant to Schedule 11 (Property and Facilities



- Management);**
- "Lifecycle Surplus"** means any surplus when the total Lifecycle Spend as at the relevant date is compared to the total expected spend by the same date as set out in the Lifecycle Cost Programme;
- "Lifecycle"** means, in accordance with **Schedule 11 (Property and Facilities Management)**, the replacement of or major repairs to the Built Environment and M&E Assets which are critical to the continued operation of related buildings and site infrastructure but, for the avoidance of doubt, it excludes (i) any Contractor Assets and equipment comprised within the Equipment Register; and (ii) any low value replacements or repairs it is reasonable to assume would be carried out as part of the performance of the Services;
- "Local Authority"** has the meaning given to 'local authority' in the Local Government Act 1972;
- "Local Code of Practice"** means a code of practice developed by the Contractor in accordance with the requirements of **paragraphs 3.9 to 3.11 (Prisoner Work) of Part 3 (Prison Industries) of Schedule 1 (Authority's Custodial Service Requirements)** and the Ministry of Justice's code of practice "Ensuring Fairness: Code of Practice for Work in Prisons" on Prison Industries (available via http://one3one.justice.gov.uk/downloads/ONE3ONE_Code%20Of%20Practice_Web%20Final.pdf and as amended from time to time);
- "Local Delivery Board"** means the strategic governance board meeting between the signatories of the National Partnership Agreement led by the Governor or Director and including providers of custody, healthcare, substance misuse and Local Authority leads for social care services;
- "Local Operating Procedure Approval Certificate"** means the certificate issued to the Contractor by the Authority's Representative pursuant to **paragraph 8.1.1 (Approval of Operating Procedures) of Schedule 5 (Mobilisation, Transition and Transformation)** confirming that the Authority is satisfied that the Local Operating Procedure in question is in accordance with the requirements of the Contract;
- "Local Operating Procedure Notice of"** means the notice issued to the Contractor by the Authority's Representative pursuant to **paragraph 8.1.2 (Approval of Operating Procedures) of**



"Non-Compliance"	Schedule 5 (Mobilisation, Transition and Transformation) stating that the Local Operating Procedure Approval Certificate has not been issued, specifying the grounds on which the Local Operating Procedure Notice of Non-Compliance is based (provided that such grounds shall be one or more of those set out in paragraph 1.4 (Grounds for Amendment) and paragraphs 3.2.2.1 to 3.2.2.5 (Grounds of Objection) of Schedule 17 (Review Procedure)) and specifying any matters that must be attended to before the Local Operating Procedure Approval Certificate can be issued;
"Local Operating Procedure Test"	means a test of a Local Operating Procedure carried out at the Authority's request in accordance with clause 13.3 (Testing of Local Operating Procedures) ;
"Local Operating Procedures"	means operating procedures described as such in Part 1 (Custodial Services) of Schedule 1 (Authority's Custodial Service Requirements) , and "Local Operating Procedure" shall be construed accordingly;
"Local Partnership Agreement"	means the multi agency arrangements in place from time to time between regional commissioners and establishment based health providers and prison service staff;
"Local Product List"	means the Contractor's selection of Approved Prisoner Retail Goods to be offered for sale to Prisoners from the National Product List;
"Local Security Strategy"	means the strategy created by each prison establishment to tackle security risks in their establishment as appropriate, while ensuring compliance with the National Security Framework;
"Logged Rectification Time"	means the time of the Contractor's notification of rectification of an Unavailable Prisoner Place pursuant to paragraphs 5.6 (Rectification for Failure to Comply with the Minimum Requirements) or 5.7 (Cell Certificate Rectification) of Schedule 14 (Payment Mechanism) ;
"Logged Unavailability Time"	means the time of the Contractor's notification that a Prisoner Place has become an Unavailable Prisoner Place pursuant to paragraph 5.1 (Notification of Unavailability) of Schedule 14 (Payment Mechanism) ;
"Longstop Date"	means the date which falls two (2) Business Days following the Commencement Date;
"Losses"	means Direct Losses and Indirect Losses;



"Main Prison"	means the Prison excluding that part of the Prison that constitutes the Democratic Therapeutic Community;
"Maintenance Category"	means: <ul style="list-style-type: none">(a) in relation to Reactive Maintenance, a maintenance category of A, B, C, D or E allocated to a Reactive Request in accordance with Appendix 2 (Contract Delivery Indicators) to Schedule 15 (Performance Mechanism); and(b) in relation to Planned Preventative Maintenance, a Priority Task or a Non-Priority Task;
"Maintenance Management System and Site Records"	means the system in place to manage and maintain the information about maintenance operations;
"Maintenance Services"	means all of the maintenance undertaken by the Contractor in the delivery of Property and Facilities Management Services under the Contract in accordance with the requirements set out in Schedule 11 (Property and Facilities Management) ;
"Major Maintenance Works"	means all work carried out beyond the regular, normal upkeep of physical properties and assets, carried out in accordance with the requirements in Schedule 11 (Property and Facilities Management) ;
"Making Safe and Prevention"	means making the asset, service, fixture, equipment or area initially safe following a Reactive Request and, where necessary thereafter, preventing further damage or incidents occurring, and "Make Safe and Prevent" shall be construed accordingly;
"Malicious Software"	means any software program or code intended to destroy, interfere with, corrupt or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;
"Malware Policy"	means the relevant Authority Policy and any guidance made available by the National Cyber Security Centre on malware;
"Mandated"	means the Authority Software Applications and Authority's ICT Systems



"Applications"	which are used to record data by the Contractor to provide the Services including those set out at paragraph 11.5 (Authority's ICT System) of Schedule 2 (Digital) ;
"Mandatory Third Party Contracts"	means the Authority Third Party Contracts which are listed as being mandatory at paragraph 2.1.1 (Mandatory Third Party Contracts) of Schedule 3 (Authority Third Party Contracts) ;
"Market Costs"	means the charges made by reputable organisations possessing an appropriate degree of skill, resources, reputation and financial standing relative to the provision of the Tested Service;
"Maximum Available Prisoner Places - DTC" or "MAPP-DTC"	means the maximum number of Available Prisoner Places at the DTC as set out in paragraph 12.1 (Prison Specific Information) of Schedule 14 (Payment Mechanism) ;
"Maximum Available Prisoner Places - Main" or "MAPP-Main"	means the maximum number of Available Prisoner Places at the Main Prison as set out in paragraph 12.1 (Prison Specific Information) of Schedule 14 (Payment Mechanism) ;
"Maximum Available Prisoner Places - Whole Prison" or "MAPP-WP"	means the maximum number of Available Prisoner Places at both the Main Prison and the DTC (in aggregate) as set out in paragraph 12.1 (Prison Specific Information) of Schedule 14 (Payment Mechanism) ;
"Maximum Available Prisoner Places" or "MAPP"	means the maximum number of Available Prisoner Places required by the Authority for the Main Prison and for the DTC, as set out in paragraph 12 (Prison Specific Information) of Schedule 14 (Payment Mechanism) ;
"Maximum Contract Price"	means, in respect of a Month, the Contract Price payable during that Month assuming that the Contractor had provided all of the Prisoner Places required in that Month and such Prisoner Places were Available Prisoner Places during that Month, before deductions but allowing for Indexation under Schedule 14 (Payment Mechanism) ;
"Mediation"	means a mediation conducted under clause 70.4 (Mediation) ;
"Mediator"	means the mediator appointed under clause 70.4 (Mediation) ;
"Medicines Management Committee"	means a committee, with formal terms of reference, that supports the decision making and monitoring of medicines use and handling in one or more secure prisons. The committee is led by the Healthcare Provider and



	membership includes clinical staff and Custodial Staff;
"Memorandum of Understanding (MOU)"	means the memorandum of understanding to be entered into by the Contractor pursuant to this Schedule pursuant to which the Contractor may order Approved Prisoner Retail Goods from the Authority Prisoner Retail Supplier;
"Mercury"	has the meaning given to it in the National Security Framework – "Function 4 Communications and Surveillance" (as amended from time to time);
"Minimum APP Band Period"	means the minimum period during which an APP Band must be Active at the Main Prison as specified in paragraph 7.3.3 (APP Band Deactivation) of Schedule 14 (Payment Mechanism) ;
"Minimum Immediate RRAPP Band Period"	means the minimum period during which an Immediate RRAPP Band must be Active as specified in paragraph 15.2.8 (Immediate RRAPP Band Activation) of Schedule 14 (Payment Mechanism) ;
"Minimum Requirement Rectification Notice"	means a notice to be issued by the Contractor to the Authority pursuant to paragraph 5.6.1 (Rectification for Failure to Comply with the Minimum Requirements) of Schedule 14 (Payment Mechanism) specifying when the Contractor believes that any Unavailability has been rectified;
"Minimum Requirements"	means, in relation to a Prisoner Place, the requirements so described in Part 1 (Custodial Services) of Schedule 1 (Authority's Custodial Service Requirements) ;
"Minimum RRAPP Band Period"	means the minimum period during which a RRAPP Band must be Active as specified in paragraph 6.2.5 (RRAPP Band Activation) of Schedule 14 (Payment Mechanism) ;
"Minimum Score"	has the meaning given to it for each Contract Delivery Indicator in column H entitled 'Minimum Score' in Table 1 of Appendix 2 (Contract Delivery Indicators) to Schedule 15 (Performance Mechanism) ;
"Minor Maintenance Works"	means all routine maintenance activities, including those listed at paragraph 4.19 (Minor Maintenance Works) of Schedule 11 (Property and Facilities Management) carried out in accordance with the requirements in this Schedule 11 (Property and Facilities Management) ;
"Mobilisation and	means the Controlled Document with this title prepared by the Contractor



"Transition Plan" or "MT Plan"	in accordance with the requirements of paragraph 5 (The Mobilisation and Transition Plan) of Schedule 5 (Mobilisation, Transition and Transformation) ;
"Mobilisation Commencement Date"	means 00:00:00 hours on 11 December 2025;
"Mobilisation Period"	means the period commencing on the Mobilisation Commencement Date and ending on the Services Commencement Date;
"Mobilisation Retention Amount"	means a five per cent (5%) retention against each Monthly Mobilisation Payment in accordance with paragraph 14.3 (Monthly Mobilisation Payment Schedule) of Schedule 14 (Payment Mechanism) ;
"Mobilisation"	means the mobilisation activities to be carried out pursuant to Schedule 5 (Mobilisation, Transition and Transformation) during the Mobilisation Period to prepare to deliver Services within the Prison from the Services Commencement Date;
"Modern Slavery Assessment Tool"	means the modern slavery risk identification and management tool which can be found online at: https://supplierregistration.cabinetoffice.gov.uk/msat ;
"Modern Slavery Helpline"	means the point of contact for reporting suspicion, seeking help or advice and information on the subject of modern slavery available online at https://www.modernslaveryhelpline.org/ or by telephone on 08000 121 700 (as either may be updated from time to time);
"MOJ Property Services Maintenance Schedules"	means the Authority documents containing SFG20 Standards tailored to the prison environment to assist in the specific planned maintenance for carrying out service tasks, tendering, service level re-modelling and auditing for prisons in England and Wales as amended from time to time;
"Month"	means a calendar month, unless otherwise specified;
"Monthly Contract Price" or "MCP"	means the amount payable in respect of Available Prisoner Places in any Month before any Performance Point Deductions, deductions pursuant to paragraph 1.13.6 (Contractor Doubled Up Prisoners Reduction – Main Prison only) of Schedule 14 (Payment Mechanism) or other adjustments, calculated in accordance with paragraph 1.4 (Monthly Contract Price)



	of Schedule 14 (Payment Mechanism) ;
"Monthly Daily Payment" or "MDP"	means the aggregate of the Daily Payment for each Day in the Month calculated in accordance with paragraph 1.4 (Monthly Contract Price) of Schedule 14 (Payment Mechanism) ;
"Monthly Interventions Payment" or "MIP"	means the amount calculated in accordance with paragraph 1.6 (Monthly Interventions Payment – Main Prison Only) of Schedule 14 (Payment Mechanism) ;
"Monthly Lifecycle Transfer" or "MLT"	means an amount equal to the aggregate daily Operational Services Lifecycle Cost (OSLC) over a Month (which, for the avoidance of doubt, shall exclude any Contractor profit and/or margin) which must be transferred into the Lifecycle Reserve Account in the amount calculated in accordance with paragraph 1.16.1 (Monthly Lifecycle Transfer) of Schedule 14 (Payment Mechanism) ;
"Monthly Management Accounts"	means the management accounts prepared by the Contractor for Prison Industries in accordance with paragraph 10 (Full Financial Transparency) of Part 3 (Prison Industries) of Schedule 1 (Authority's Custodial Service Requirements) ;
"Monthly Mobilisation Payment Schedule"	means the Monthly Mobilisation Payment Schedule setting out the periods during which the Monthly Mobilisation Payment is due to the Contractor in each Month it is applicable determined in accordance with at paragraph 14 (Monthly Mobilisation Payment Schedule) of Schedule 14 (Payment Mechanism) ;
"Monthly Mobilisation Payment" or "MMP"	means the Monthly Mobilisation Payment calculated in accordance with paragraph 1.2 (Monthly Mobilisation Payment) of Schedule 14 (Payment Mechanism) ;
"Monthly Pass-through Costs" or "MPTC"	means the costs identified in paragraph 1.21 (Calculation of Monthly Pass-through Costs) of Schedule 14 (Payment Mechanism) that are payable in accordance with such paragraph;
"Monthly Payment" or "MP"	means the amount calculated in accordance with paragraph 1 (Monthly Payment) of Schedule 14 (Payment Mechanism) ;
"Monthly Performance"	means a monthly report which shall be submitted to the Authority by the Contractor in accordance with paragraphs 7.1 and 7.2 (Monthly



Report"	Performance Reporting) of Schedule 15 (Performance Mechanism);
"Monthly Service Payment" or "MSP"	means the amount calculated in accordance with paragraph 1.3 (Monthly Service Payment) of Schedule 14 (Payment Mechanism);
"Monthly Usage Report"	means the Monthly utility consumption report for each Building forming part of the Prison and the Site provided by the Contractor in accordance with paragraph 14 (Utility (energy and water) Monitoring and Reporting) of Schedule 12 (Sustainability);
"Monthly Utility Fee" or "MUF"	means the pro-rated monthly cost of the aggregate fee for of each utility service paid by the Authority calculated as set out in paragraph 1.10 (Monthly Utility Fee) of Schedule 14 (Payment Mechanism);
"Montreal Protocol Substances"	means the substances listed in the Montreal Protocol;
"Montreal Protocol"	means Regulation (EC) 1005/2009 of 16 September 2009 on substances that deplete the ozone layer;
"MTP Approval Certificate"	means the certificate issued to the Contractor by the Authority's Representative pursuant to paragraph 5.3.1.1 (Approval of the Mobilisation and Transition Plan) of Schedule 5 (Mobilisation, Transition and Transformation) confirming that the Authority is satisfied that the Mobilisation and Transition Plan is in accordance with the requirements of the Contract;
"MTP Notice of Non-Compliance"	means the notice issued to the Contractor by the Authority's Representative pursuant to paragraph 5.3.1.2 (Approval of the Mobilisation and Transition Plan) of Schedule 5 (Mobilisation, Transition and Transformation) stating that the MTP Approval Certificate has not been issued, specifying the grounds on which the MTP Notice of Non-Compliance is based (provided that such grounds shall be one or more of those set out in paragraph 1.4 (Ground for Amendment) and paragraphs 3.2.2.1 to 3.2.2.5 (Ground of Objection) of Schedule 17 (Review Procedure) and specifying any matters that must be attended to before the MTP Approval Certificate can be issued;
"MTP Reports"	means the progress updates to the Mobilisation and Transition Plan to be provided each Month during the Mobilisation Period and Transition Period by the Contractor in accordance with paragraph 5.4.1 (MTP Reports and



updates to the Mobilisation and Transition Plan) of Schedule 5 (Mobilisation, Transition and Transformation);

"MTT Blueprint"

means the document entitled 'Mobilisation, Transition and Transformation Blueprint' that, in a style and format suitable for use by the operational teams:

- (a) collates certain requirements to be delivered during the Mobilisation Period and Transition Period; and
- (b) sets out certain key elements that need to be considered to mobilise, transition, and transform an existing prison,

as contained in the data room prior to the Commencement Date;

"Multi Agency Public Protection Arrangements" or "MAPPA"

means those arrangements as established under the Criminal Justice and Court Services Act 2000 and as subsequently amended by the Criminal Justice Act 2003, which require the police, prison and probation services to establish, review and monitor arrangements for assessing and managing the risks posed by serious and violent offenders;

"Multidisciplinary Team"

means a team formed of representatives of more than one modality or profession, which can be a mix of clinical and operational DTC Staff, any relevant wider Contractor's Staff (for example, chaplaincy, education or gym) and/or relevant agency representatives including the Healthcare Provider;

"Mutual Aid"

means a national plan for providing support arrangements between all prisons in England and Wales, including in the event of a serious incident requiring a reinforcement of staff trained to use control and restraint techniques;

"National Cyber Security Centre"

means the organisation of the United Kingdom Government known as 'National Cyber Security Centre' that provides advice and support for the public and private sector on how to avoid cyber security threats or any replacement or successor body carrying out the same function;

"National Partnership Agreement" or "NPA"

means the 'National Partnership Agreement for Prison Healthcare in England 2022-2025' which sets out how the Prison Health Partnership supports the commissioning and delivery of healthcare in English prisons (as such agreement may be amended from time to time) a copy of this agreement is available at <https://www.gov.uk/guidance/healthcare-for->



offenders;

"National Product List" means the Authority's national, centrally-produced list of all Approved Prisoner Retail Goods as amended and notified to the Contractor from time to time;

"National Security Framework" means the framework that provides information and guidance on the minimum requirements and assurances that must be in place to effectively manage security risks within prisons, available on the HMPPS intranet and in the electronic data room (as amended from time to time);

"New Contract Delivery Indicator" means a Contract Delivery Indicator that either replaces one or more existing Contract Delivery Indicators in the Domain or is added to a Domain without removing any other Contractor Delivery Indicators but New Contract Delivery Indicator shall not include any amendments to existing Contract Delivery Indicators;

"New Contractor" means any person who has entered or who will enter into a new contract with the Authority for the provision of all or any part of the Services or any similar provision of such a service (and "New Contractor" shall include the Authority or any other Government department where such provision will be made by the Authority or such Government department);

"New Fair Deal" means the revised Fair Deal position set out in the HM Treasury guidance: "Fair Deal for Staff Pensions: Staff Transfer from Central Government" issued in October 2013 including:

- (a) any amendments to that document immediately prior to the Relevant Transfer Date; and
- (b) any similar pension protection in accordance with Part D, Annexes D1 to D4 inclusive to **Part 1 (Staff Transfer on Commencement)** of **Schedule 18 (TUPE, Employees and Pensions)** as notified to the Contractor by the Authority;

"New Futures Network" means a specialist part of HMPPS that brokers partnerships between prisons and employers in England and Wales;

"New Prison" means a prison that has recently been constructed and has not previously been used as a functioning prison establishment;

"New" means a sub-contractor of the New Contractor to whom Transferring



"Sub-Contractor"	Contractor Employees will transfer on a Service Transfer Date (or any sub-contractor of any such sub-contractor);
"NHS England" or "NHSE"	means the statutory body responsible for commissioning and overseeing health provision in England and contract/performance management of all health services in prisons (with the exception of some emergency care, ambulance services, out-of-hours services and 'NHS 111' services) or any replacement or successor body carrying out the same function;
"NOMIS"	means the primary, centralised, cross authority Prison management system used in public prisons, and from early 2012 all private prisons (including the Prison) and includes all successor(s) to such system as are applicable to the delivery of the Services;
"Non-Accredited Interventions"	means Prisoner activity in scope of the 'National Framework for Interventions (NFI) Policy Framework' (available at https://www.gov.uk/government/publications/national-framework-for-interventions-policy-framework (as amended from time to time));
"Non-Compliance Notice"	means a notice from the Authority to the Contractor stating that a Prison Cell does not comply with the Cell Certificate Requirements and specifying any outstanding matters that must be attended to before a Cell Certificate can be issued in respect of the relevant Prison Cell;
"Non-Priority Task"	means, in relation to Planned Preventative Maintenance, any maintenance task that is not a Priority Task;
"Normal Operating Condition"	means that the asset, service, fixture, equipment or area is safe to use and operates to designed capacity and purpose;
"Normal Working Hours"	means 0900 hours to 1700 hours on a Business Day;
"Notice of Arbitration"	means a notice of a Party's intention to refer a Dispute to Arbitration in accordance with clause 70.11.1 (Arbitration) ;
"Notice of Dispute"	means a notice served by either Party on the other Party to commence the Dispute Resolution Procedure in accordance with clause 70.2 (Notice of Dispute) ;
"Notified Amount"	means the amount that the Authority considers to be due at the Payment Due Date specified in the Payment Notice;



- "Notified Sub-Contractor"** means a Sub-Contractor identified in **Annex 1 to Part B of Part 1 of Schedule 18 (TUPE, Employees and Pensions)** to whom Transferring Previous Contractor Employees will transfer on a Relevant Transfer Date;
- "Number of Doubled Up Prisoners" or "NDUP"** means the number of Doubled Up Prisoners on that Day in accordance with **paragraph 1.13 (Contractor Doubled Up Prisoners Reduction – Main Prison only)** of **Schedule 14 (Payment Mechanism)**;
- "Occasion of Tax Non-Compliance"** means:
- (a) any tax return of the Contractor submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of:
 - (i) a Relevant Tax Authority successfully challenging the Contractor under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;
 - (ii) the failure of an avoidance scheme which the Contractor was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or
 - (b) any tax return of the Contractor submitted to a Relevant Tax Authority on or after 1 October 2012 gives rise on or after 1 April 2013 to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Commencement Date or to a civil penalty for fraud or evasion;
- "Off Day Delivery Request"** means an emergency order as defined in the Authority Prison Food Contract;
- "Offender Assessment System (or OASys)"** means the Authority's risk management system, being:
- (a) the application developed jointly by the prison and probation service; and
 - (b) any successor(s) to such system as are applicable to the delivery of the Services (including without limitation the single national



replacement system OASys-R to be delivered by the Authority's supply partner, HP Enterprise Solutions, to introduce greater consistency across probation and prison services);

"Offender Management in Custody Model" or "OMiC"

means the model introduced by HMPPS to support the delivery of Offender Management in a custodial setting which provides the framework to co-ordinate and sequence an individual's journey through custody and post release including in accordance with the requirements of the 'Manage the Custodial Sentence Policy Framework';

"Offender Management"

means the guidance and supervision provided to offenders to aid their rehabilitation and manage the risks they pose, particularly but not limited to the risks of harm to themselves, the public, known associates or other and the risk of reoffending;

"Offender Personality Disorder Pathway" or "OPD Pathway"

means a network of services, co-commissioned by the Authority and NHS England, for those in custody who display traits and behaviours that would be likely to meet a diagnosis of personality disorder;

"Offender"

means any person who has been found guilty by a court and who has received a community sentence or a custodial sentence from a court;

"Offending Needs Analysis"

means an analysis of the Offending Needs of Prisoners;

"Offending Needs"

means the criminogenic needs of prisoners identified as a causal factor of a Prisoner's offending behaviour;

"Ofsted"

means the "Office for Standards in Education, Children's Services and Skills" and is responsible for inspecting and regulating services that care for children and young people, and services providing education and skills for learners of all ages;

"Onerous Contract"

means a contract in which the unavoidable costs of meeting the obligations under the contract exceed the economic benefits expected to be received under it, as defined under International Accounting Standard 37;

"Onerous Contract Report"

means a report provided by the Contractor pursuant to **clause 3.12 (Onerous Contracts)**;

"OPD DTC Policy"

means the individual who, as part of the OPD Pathway, oversees the delivery of all prison democratic therapeutic communities, is responsible



Lead"	for democratic therapeutic community policy and CSAAP accreditation and leads any applicable national meetings and forums;
"Open Book Contract Management"	means the process for sharing and management of charges, costs, operational and performance data between the Contractor and the Authority in line with Government guidance and policy from time to time (including Procurement Policy Note 05/16);
"Open Source"	means computer Software that is released on the internet for use by any person, such release usually being made under a recognised open source licence and stating that it is released as open source;
"Operating Costs"	means the costs relating to the operation of the Services;
"Operating Environment"	means the Authority's ICT System and the Site;
"Operating Manual"	has the meaning given to it in clause 25.1 (Maintenance of Manual) ;
"Operating Sub-contractor"	means the sub-contractor appointed by the Special Purpose Vehicle under the PFI Project Agreement to perform services similar to the Services prior to the Services Commencement Date;
"Operational Briefing Sheet"	means a report that complies with the requirements of paragraph 6.1 (Operational Briefing Sheet) of Part 1 (Custodial Services) of Schedule 1 (Authority's Custodial Service Requirements) ;
"Operational Change"	means any change (including any change in the Contractor's operational procedures or documentation) which in all respects, when implemented: <ul style="list-style-type: none">(a) will not affect the Contract Price or the Contractor's costs of performing the Services and will not result in any other costs to the Authority;(b) may change the way in which the Services is delivered but will not adversely affect the output of the Services or increase the risks in performing or receiving the Services;(c) will not adversely affect the interfaces or interoperability of the Services with any of the Authority's ICT Systems; and



- (d) will not require a change to the Contract other than a change to the Contract Delivery Indicators following a review under **paragraph 11.5 (Contract Delivery Indicators Review) of Schedule 15 (Performance Mechanism)**;

"Operational Data" means all drawings, reports, documents, plans, software, formulae, calculations and other data relating to the operation of the Prison in each case that is used by or on behalf of the Contractor and/or its Sub-Contractors in connection with the provision of the Services or the performance of the Contractor's obligations under this Contract;

"Operational Lead" means the person on the senior leadership of the Prison who has direct functional responsibility for the DTC;

"Operational Services Available Prisoner Place Payment" or "OSP" means the aggregated amount payable per Day for both the Main Prison and the DTC for Operational Services for each Available Prisoner Place at both the Main Prison and the DTC, calculated in accordance with **paragraph 11.3 (Operational Services Available Prisoner Place Payment) of Schedule 14 (Payment Mechanism)**;

"Operational Services Fixed Costs" or "OSFC" means the Operational Services fixed costs for the Day for the Main Prison and/or the DTC, as set out in **paragraph 11.3 (Operational Services Available Prisoner Place Payment) of Schedule 14 (Payment Mechanism)**;

"Operational Services Lifecycle Cost Inflation Factor" or "OSLCF" means the CPI factor by which price inflation is applied to the Operational Services Lifecycle Cost in accordance with **paragraph 3.7 (Indexation of Operational Services Lifecycle Costs) of Schedule 14 (Payment Mechanism)**;

"Operational Services Lifecycle Costs" or "OSLC" means the Operational Services Lifecycle costs for the Day, as set out in **paragraph 11.3 (Operational Services Available Prisoner Place Payment) of Schedule 14 (Payment Mechanism)**;

"Operational Services Non-Staff Costs Inflation Factor" or "OSNSCF" means the CPI factor by which price inflation is applied to the Operational Services Non-Staff Costs in accordance with **paragraph 3.2 (Indexation of Operational Services Non-Staff Costs) of Schedule 14 (Payment Mechanism)**;

"Operational means the Operational Services non-staff costs for the Day for the Main



Services Non-Staff Costs" or "OSNSC"	Prison and/or the DTC, as set out in paragraph 11.3 (Operational Services Available Prisoner Place Payment) of Schedule 14 (Payment Mechanism) ;
"Operational Services Staff Costs Inflation Factor" or "OSSCF"	means the AWE factor by which price inflation is applied to the Operational Services Staff Costs with paragraph 3.3 (Indexation of Operational Services Staff Costs) of Schedule 14 (Payment Mechanism) ;
"Operational Services Staff Costs" or "OSSC"	means the Operational Services Staff Costs for the Day for the Main Prison and/or the DTC, as set out in paragraph 11.3 (Operational Services Available Prisoner Place Payment) of Schedule 14 (Payment Mechanism) ;
"Operational Services"	means all Services;
"Operator Checkpoint Meetings"	means the meetings required pursuant to paragraph 10 (Operator Checkpoint Meetings) of Schedule 5 (Mobilisation, Transition and Transformation) in respect of checkpoints during the Mobilisation Period and the Transition Period;
"Optional Authority Third Party Contracts"	means those Authority Third Party Contracts listed in paragraph 2.2.1 of Schedule 3 (Authority Third Party Contracts) which are available to the Contractor to use in accordance with the provisions of Schedule 3 (Authority Third Party Contracts) to deliver the relevant Services;
"Order"	means the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003;
"OSAG Audit of Living Conditions"	means the audit carried out by the Authority from time to time to assess living conditions in the Prison;
"OSAG Safety Audit"	means the audit carried out by the Authority from time to time to assess safety and risk management processes in the Prison;
"OSAG Security Audit"	means the audit carried out by the Authority from time to time to assess security processes within the Prison;
"OSP Partnership and Enabling Plan"	means the plan prepared annually by the Contractor that sets out the Contractor's strategic objectives to maximise benefits to Prisoners from the provision of services by other service providers (including the Healthcare

Provider and Social Care Service Provider), including (but not limited to):

- (a) how enabling functions such as use of space, information sharing, access to Prisoners, staff training, allocations processes, local policy and procedures, and (where applicable) prisoner pay and incentives will maximise the uptake of, and continued engagement with services offered by other service providers;
- (b) how the Contractor will work with other service providers to respond to applicable national policy objectives, new national or local initiatives or inspections reports;
- (c) how services such as healthcare and social care will be integrated into the achievement of wider reducing reoffending objectives and how the Contractor will support the other service providers to fulfil their annual service delivery plans;
- (d) exploring collaborative and innovative ways with the other service providers to achieve outcomes; and
- (e) how the Contractor will work to meet or exceed any Contract Delivery Indicator that relates to services provided by other service providers (for example, the "Enabling Healthcare" Contract Delivery Indicator);

**"Outstanding
Issues Notice"**

means a notice issued to the Contractor identifying any Outstanding Issues;

**"Outstanding
Issues"**

means any of the following:

- (a) any issues relating to the Monthly Performance Report or Quarterly Performance Report requiring agreement;
- (b) any circumstances that apply under **paragraph 12.6 (Improvement Notices and Improvement Plan) of Schedule 15 (Performance Mechanism)** (including, where relevant, the aspects in which the revised Improvement Plan is unacceptable);
- (c) any circumstances that apply under **paragraph 12.9 or 12.12 (Improvement Notices and Improvement Plan) of Schedule 15 (Performance Mechanism)**; or



(d) any uncompleted Improvement Actions,

as set out in an Outstanding Issues Notice;

"Outstanding Work"

means such rectification and/or maintenance work notified to the Contractor pursuant to clause **54.3.1 (Results of Survey)** and carried out in accordance with **clause 54.4 (Maintenance Work)**;

"Overheads"

means the corporate overhead and programme contract overhead costs set out in Tab 18 "Overheads" cells V21, V31 and V41 of the Base Case;

"PAF Annual Accounts"

means the accounts for the General Prisoner Amenities Fund and separately the Industries Prisoner Amenities Fund to be maintained and provided by the Contractor in accordance with **paragraph 16.3 (Accounts and Reporting)** of **Schedule 14 (Payment Mechanism)** in respect of each Contract Year in such format as shall be approved by the Authority from time to time;



"PAF Excluded Costs"

means those costs that shall be excluded and disregarded in calculating the amounts to be deposited in the General Prisoner Amenities Fund and/or the Industries Prisoner Amenities Fund in accordance with **paragraph 16 (Operation of Prisoner Amenities Funds) of Schedule 14 (Payment Mechanism)**, being:

- (a) any costs which would still be paid by the Contractor if the relevant goods, works or services had not been produced (in the case of the Industries Prisoner Amenities Fund and, for Prison Operations Industries, the General Prisoner Amenities Fund) or if the relevant goods or services to which the Prisoner expenditure relates had not been provided (in the case of the General Prisoner Amenities Fund);
- (b) any costs that are included, or it is reasonable to assume were included, in the calculation of any element of the Contract Price (such as the Operational Services Available Prisoner Place Payment);
- (c) any costs or expenses that are to be or have been funded pursuant to an approved initiative or investment as referred to in **paragraphs 16.2.4.1 and 16.2.4.2 (Operation of the Prisoner Amenities Funds) of Schedule 14 (Payment Mechanism)**; and/or
- (d) any amount by way of Contractor profit and/or margin;

"PAF Management Accounts"

means the management accounts to be maintained and provided by the Contractor in accordance with **paragraph 16.3.4 (Accounts and Reporting) of Schedule 14 (Payment Mechanism)** in respect of:

- (a) each half Contract Year for the Industries Prisoner Amenities Fund; and
- (b) each Quarter for the General Prisoner Amenities Fund,

in such format as shall be approved by the Authority from time to time;

"PAF Permitted Costs"

means the costs of:

- (a) any uplift in Prisoner earnings/wages over and above the general



earnings/wages rates set by the Director for the Prison as a whole;

- (b) acquiring assets (including vehicles and/or ICT equipment and/or materials) purchased exclusively for (i) Prison Industries other than Prison Operations Industries (in the case of the Industries Prisoner Amenities Fund) or for Prison Operations Industries (in the case of the General Prisoner Amenities Fund); or (ii) the provision of the goods or services to which the revenues relate (in the case of the General Prisoner Amenities Fund) where it can be demonstrated that the costs assumed within Contract Price do not include any estimated costs relating to those assets;

"Parent Company Guarantee" means the guarantee to be entered into in accordance with the terms of this Contract and detailed in **Schedule 23 (Parent Company Guarantee)**;

"Parent Undertaking" has the meaning given to it in section 1162 of the Companies Act 2006;

"Partnering Agreement(s)" means any and all agreement(s) put in place between the Contractor and any other service provider (including the Healthcare Provider, Social Care Service Provider and Emergency Services) in order to deliver the Services, including (by way of example only) the Local Partnership Agreement pursuant to the requirements of **paragraph 2.3 of Part 5 (Healthcare)** of **Schedule 1 (Authority's Custodial Service Requirements)**;



"Pass-through Basis"	<p>means for the purposes of paragraph 1.21 (Calculation of Monthly Pass-through Costs) of Schedule 14 (Payment Mechanism) a basis whereby the relevant costs:</p> <ul style="list-style-type: none">(a) have been specifically approved by the Authority in writing in accordance with paragraph 1.21 (Calculation of Monthly Pass-through Costs) of Schedule 14 (Payment Mechanism);(b) where relating to third party costs, have been invoiced (together with any applicable VAT) to the Contractor no earlier than ninety (90) days prior to the Contractor's invoice to the Authority for the associated Monthly Pass-through Costs pursuant to Schedule 14 (Payment Mechanism); and(c) are invoiced to the Authority by the Contractor without any mark-up or margin (which exclusion shall include, for the avoidance of doubt, any Profit Margin or Project Profit Margin) or any other additional sum being applied;
"Password Standards"	<p>means the relevant Authority Policy on password standards (as may be amended from time to time);</p>
"Patching Policy"	<p>means the relevant Authority Policy on patching, which forms part of the Disclosed Data provided by the Authority before the Commencement Date (as may be amended from time to time);</p>
"Pay Less Notice"	<p>means the Authority's notice issued under clause 39.3.4 (Payment) stating that it intends to pay the Contractor less than the Notified Amount specifying the amount which the Authority considers to be due to the Contractor at the date the notice is given and the basis on which the amount is calculated;</p>
"Payment Due Date"	<p>means that date the Authority receives the Application for Payment pursuant to clause 39.2 (Report and Invoice);</p>
"Payment Notice"	<p>means the Authority's notice specifying the Notified Amount and the basis on which that amount is calculated in accordance with clause 39.3 (Payment);</p>



"Pensionable Earnings"	has the meaning given to it in the TPS Regulations;
"Performance Failure"	has the meaning given to it for each Contract Delivery Indicator in column C of Table 1 of Appendix 2 (Contract Delivery Indicators) to Schedule 15 (Performance Mechanism) ;
"Performance Hub"	means the Authority's ICT System into which the Contractor inputs performance measurement information used by the Authority to measure and compare performance across the Prison;
"Performance Point Deduction"	means a deduction to the Contract Price made as a result of the Performance Points accrued in accordance with Schedule 14 (Payment Mechanism) ;
"Performance Points"	means the points accruing against the Domain scores as calculated in accordance with Appendix 2 (Contract Delivery Indicators) to Schedule 15 (Performance Mechanism) ;
"Performance Quarter Report"	means a Quarterly report which shall be submitted to the Authority by the Contractor in accordance with paragraphs 8.1 and 8.2 (Quarterly Performance Reporting) of Schedule 15 (Performance Mechanism) ;
"Performance Quarter"	(a) means the period during which the Contractor's performance is assessed in accordance with this Contract, being a Quarter;
"Performance Result"	means the actual performance by the Contractor against the relevant Contract Delivery Indicator in the Performance Quarter;
"Performance Target"	has the meaning given to it for each Contract Delivery Indicator in column I of Table 1 of Appendix 2 (Contract Delivery Indicators) to Schedule 15 (Performance Mechanism) as amended from time to time following the relevant processes in column C of Table 1 of Appendix 2 (Contract Delivery Indicators) to Schedule 15 (Performance Mechanism) ;
"Permanent Solution"	means permanent repair or replacement of a part or whole of an asset, service, fixture, equipment or area following a Reactive Request in order to return such asset, service, fixture, equipment or area to its Normal Operating Condition (and such repair or replacement shall not be a Temporary Repair);
"Permitted Level"	means the maximum number of Doubled Up Prisoners that is permitted for Legitimate Operational Reasons (and not caused, or contributed to, by the



Unavailability of Prison Cells) before resulting in a Deduction in accordance with **paragraph 1.13 (Contractor Doubled Up Prisoners Reduction – Main Prison only)** of **Schedule 14 (Payment Mechanism)**;

"Persistent Breach" means, pursuant to **clause 44.1 (Persistent Breach)**, a breach for which a Final Warning Notice has been issued, which has continued for more than fourteen (14) Days or recurred in two (2) or more Months within the six (6) Month period after the date on which such Final Warning Notice is served on the Contractor;

"Persistent Organic Pollutants" means a class of poisonous chemical substances that break down slowly and get into food chains as a result;

"Personal Data Breach" has the meaning given to it in the UK GDPR;

"Personal Data" has the meaning given to it in the UK GDPR and for the purposes of the Contract, includes special categories of personal data (as referred to in Article 9(1) of the UK GDPR) and personal data relating to criminal convictions and offences (as referred to in Article 10 of the UK GDPR);

"Personal Learning Plan" or "PLP" means the plan specifying the educational activity that should be undertaken during a Prisoner's sentence, supporting their rehabilitation journey and any employment aspirations identified as part of the CIAG Services;

"PFI Project Agreement" means the contract between the Special Purpose Vehicle and the Authority for the construction and operation of the Prison dated on or around 27th September 1999;

"Planned Preventative Maintenance" or "PPM" means any variety of scheduled maintenance to an Asset, Building, object or item of equipment documented as part of the Asset Forward Maintenance Plan, to ensure that an item of equipment, fittings, plant or fixtures or the Prison premises is operating correctly and to therefore avoid any breakdown;

"PNC" means the 'Police National Computer';

"Police Authority" has the meaning given to it in section 101 of the Police Act 1996;

"Policy Frameworks" or "PF" means the documents issued to convey mandatory actions to prison establishments as may be amended from time to time and references to 'Policy Framework [number]' shall be to the relevant Policy Framework



with that number, as amended or replaced from time to time;

"Post-Inspection Improvement Plan"	has the meaning given to it in paragraph 6.3 (Ofsted Inspections and Post-Inspection Improvement Plans) of Part 2 (Prisoner Education Services) of Schedule 1 (Authority's Custodial Service Requirements) ;
"Pre-Release Session"	means the pre-release session to be held in accordance with paragraphs 13.5 (Careers Information, Advice and Guidance – Pre-Release Session - Outcome) and 13.6 (Careers Information, Advice and Guidance – Pre-Release Session - Requirements) of Appendix 1 (Education Services Specification) to Part 2 (Prisoner Education Services) of Schedule 1 (Authority's Custodial Service Requirements) ;
"Prescribed Documentation Security Officer"	means the individual nominated by the Contractor in accordance with clause 64.9.6 (Security and Confidentiality of Prescribed Documentation) ;
"Prescribed Documentation"	means any item or document which relates to the performance of the Services, including all such items or documents listed in clause 64.8 (Prescribed Documentation) ;
"Prescribed Person"	means a legal adviser, an MP, or an appropriate body which a whistleblower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', available online at: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies , as updated from time to time;
"Prescribed Rate"	means two per cent (2%) above the base rate from time to time of The Bank of England;
"Previous Contractor"	means a contractor supplying services to the Authority before the Services Commencement Date or the Relevant Transfer Date (as appropriate) that are the same as or substantially similar to the Services (or any part of the Services) and shall include any sub-contractor of such contractor (or any subcontractor of any such sub-contractor);
"Price Base Date"	means the date at which the base sum payable for each type of Escape is calculated, in accordance with paragraph 8.2.2 (Payment for Escapes) of Schedule 14 (Payment Mechanism) ;



"Price Year"	means the Contract Year;
"Priority Task"	means, in relation to Planned Preventative Maintenance, a task that is a statutory or a mandatory requirement (interpreted in line with the relevant Contract Delivery Indicator);
"Prison and Probation Ombudsman" or "PPO"	means the statutory body responsible for investigating complaints and all deaths of those in a prison;
"Prison Cell"	means a secure unit of accommodation for occupation by a Prisoner or Prisoners (including the DTC, the Care and Separation Unit and the areas for occupation by a Prisoner or Prisoners in the Healthcare Unit of the Prison);
"Prison Function"	means the function of the Prison. The three core prison functions are 'Reception', 'Training' and 'Resettlement';
"Prison Industries"	means the work undertaken by Prisoners in workshops within the Prison to provide goods and services in accordance with Part 3 (Prisoner Industries) of Schedule 1 (Authority's Custodial Service Requirements) ;
"Prison Library Services"	means the services to be provided in relation to the Prison Library in accordance with paragraph 3 (Prison Library Service) of Part 2 (Prisoner Education Services) of Schedule 1 (Authority's Custodial Service Requirements) ;
"Prison Offender Manager" or "POM"	means an individual who manages and assesses prisoners whilst in custody as part of offender management activities and works with prisoners to prepare, implement, review and evaluate their sentence plans;
"Prison Performance Tool Measures" or "PPT Measures"	means the Key Performance Indicators (KPIs) and wider enabler measures that comprise the Prison Performance Tool as provided in the data room at Competition stage and detailed on the Performance Hub, as amended from time to time;
"Prison Performance Tool" or "PPT"	means the framework as set out in the Performance Hub, as amended from time to time, used by the Authority to measure the Prison's performance and to compare the Prison's performance to other prisons (including both Key Performance Indicators (KPIs) and wide enabler measures);



"Prison Rules"	means the Prison Rules 1999, Statutory Instrument 1999, no. 728 and, where applicable, the YOI Rules;
"Prison Service Instructions" or "PSIs"	means documents issued to convey mandatory actions to prison establishments as may be amended from time to time, and references to 'PSI [number]' shall be to the relevant PSI with that number, as amended or replaced from time to time;
"Prison Service Orders" or "PSOs"	means documents issued to convey mandatory actions to prison establishments as may be amended from time to time, and references to 'PSO [number]' shall be to the relevant PSO with that number, as amended or replaced from time to time;
"Prison Tetra Radio"	means digital Tetra radio that have been approved by the Authority and Ofcom;
"Prison Work"	means the work undertaken by Prisoners in prison to aid the running of the Prison, this could include, but is not limited to, cleaning or catering;
"Prison Library"	means a library within a Prison;
"Prison"	means the buildings and other facilities and equipment to be operated and maintained at the Site in accordance with this Contract;
"Prisoner Accommodation (Notification of Change) document"	means a prisoner accommodation (notification of change) document in the form specified by the Authority in PSO 1900 Annex E;
"Prisoner Accommodation (Operational Availability) document"	means a prisoner accommodation (operational availability) document in the form specified by the Authority in PSO 1900 Annex E;
"Prisoner Amenities Funds"	means the Industries Prisoner Amenities Fund and the General Prisoner Amenities Fund;
"Prison Operations Industries"	means those Prison Industries that are both necessary for the proper functioning of the Prison and, if they were not provided through a Prison Industry, would need to be provided by the Contractor (such as the Prison shop), provided that where there is any doubt as to whether a Prison Industry is a Prison Operations Industry, the Authority's determination shall



	be final);
"Prisoner Cohort"	means a group or groups of Prisoners, either as a whole or groups sharing a characteristic or experience;
"Prisoner Custody Officer" or "PCO"	means a person, as defined in section 89(1) of the Criminal Justice Act 1991 (as amended), in respect of whom a certificate is for the time being in force certifying that such person has been approved by the Authority for the purpose of performing Custodial Duties in accordance with clause 35 (Certification as Prisoner Custody Officers) ;
"Prisoner Escort Services"	has the same meaning as "prisoner escort arrangements" in section 80 of the Criminal Justice Act 1991 (as amended by section 93 of the Criminal Justice and Public Order Act 1994) and shall be in respect of the Prison;
"Prisoner Place"	means a unit of accommodation for occupation by a Prisoner in a Prison Cell (other than in a Prison Cell which is a Care and Separation Unit or is within the Healthcare Unit) at the Prison;
"Prisoner Retail Service"	means the sale of retail goods to the Prisoner population as detailed within paragraph 4.1.1 (Prison Retail) of Schedule 3 (Authority Third Party Contracts) ;
"Prisoner"	means, as the case may be: (a) an Offender; or (b) a Remand Prisoner, who is accommodated at the Prison;
"Prisons and Probation Ombudsman"	means the independent individual for the time being appointed by the Justice Secretary to investigate complaints from Prisoners;
"Probation Instructions" or "PIs"	means documents issued to convey mandatory actions to probation staff as may be amended from time to time, and references to 'PI [number]' shall be to the relevant PSI with that number, as amended or replaced from time to time;
"Probation Officer"	means a probation officer who supervises offenders serving community sentences or released into the community from prison as part of the



	Probation Services;
"Probation Provider"	means the National Probation Service and/or any other contractor appointed by the Authority to provide Probation Services from time to time;
"Probation Services"	means the probation services commissioned by the Authority and provided by the Probation Provider from time to time;
"Process" or "Processing"	has the meaning given to it in the Data Protection Legislation;
"Processing Logs"	means the Contractor's logs for its Processing operations in respect of: <ul style="list-style-type: none">(a) collection;(b) alteration;(c) consultation;(d) disclosure (including transfers);(e) combination; and(f) erasure;
"Processor Personnel"	means all directors, officers, employees, agents, consultants and contractors of the Processor and/or of any Sub-processor engaged in the performance of its obligations under this Contract;
"Processor"	has the meaning given to it in the Data Protection Legislation;
"Profit Margin"	means profit as a percentage of Total Operating Costs (excluding Mobilisation and Lifecycle Costs) as calculated in cell V53 of Tab 5 "Total Operating Costs" of the Base Case;
"Prohibited Act"	means: <ul style="list-style-type: none">(a) directly or indirectly offering, giving or promising or agreeing to give to any servant of the Crown any gift or consideration of any kind as an inducement or reward:<ul style="list-style-type: none">(i) for doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Contract or any other contract



- with the Crown; or
- (ii) for showing or not showing favour or disfavour to any person in relation to this Contract or any other contract with the Crown;
- (b) entering into this Contract or any other contract with the Crown in connection with which commission has been paid or has been agreed to be paid by the Contractor or on its behalf, or to its knowledge, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment of such commission have been disclosed in writing to the Authority;
- (c) committing any offence:
- (i) under the Bribery Act 2010 or under the Prevention of Corruption Acts 1889-1916 (before they were revoked);
 - (ii) under Legislation creating offences in respect of fraudulent acts (including offences by the Contractor under Part 3 of the Criminal Finances Act 2017); or
 - (iii) at common law in respect of fraudulent acts in relation to this Contract or any other contract with the Crown; or
- (d) defrauding or attempting to defraud or conspiring to defraud the Crown;

**"Prohibited
Equality and
Diversity Act"**

means any act which results in a finding of any unlawful discrimination (whether in relation to race, gender, age, disability, religious belief, sexual orientation or otherwise) by any Relevant Authority against the Contractor or any of its Sub-Contractors or any of its or their agents or shareholders in relation to the Contract;

**"Prohibited
Materials"**

means any materials, components, goods, equipment, products and/or plant (of any type and/or nature) which, in the context of its use or specification in connection with any Works (whether alone and/or in combination with other materials, components, goods, equipment, products and/or plant):



- a) poses a hazard to the health and safety of any person who may come into contact with the Works;
- b) either by itself or as a result of its use in a particular situation or in combination with other materials, components, goods, equipment, products and/or plant (of any type and/or nature), would or is likely to have the effect of reducing the normal life expectancy of any other materials, components, goods, equipment, products and/or plant and/or structures into which it is incorporated or to which it is affixed;
- c) poses a threat to the structural stability or performance or the physical integrity of any part of the Prison, the Works and/or any materials, components, goods, equipment, products and/or plant forming part of the Works;
- d) has been prohibited for use in or otherwise does not comply with the publication "Good Practice in the Selection of Construction Materials" (published by the British Council for Offices) current at the time of use or specification;
- e) does not conform with British or European standards (where appropriate) or industry codes of practice (or where no such standard exists, does not conform with a British Board of Agrément Certificate);
- f) is generally known in the construction industry to be deleterious, in the particular circumstances it is specified for use, to health and safety and/or durability of buildings or structures; and/or
- g) is specifically prohibited by any part of this Contract (including in any CN issued pursuant to **Schedule 16 (Change Protocol)**);

"Project Handover Procedures Document"

means the document which sets out the procedures, roles and responsibilities of each party in the handover of any ongoing Existing Works to the Contractor;

"Project Profit Margin"

means the combined Overheads and profit rate of [Redacted under FOIA section 43, Commercial interests] applied to the Interventions Non-Staff Cost and the Interventions Staff Costs in accordance with **paragraph 1.6 (Monthly Interventions Payment – Main Prison only)** of Schedule



14 (Payment Mechanism) and the Daily Total Immediate RRAPP Deduction as set out in **paragraph 15.5 (Daily Total Immediate RRAPP Deductions)** of **Schedule 14 (Payment Mechanism)**;

"Project Specific IPRs"

means:

- (a) Intellectual Property Rights in items created by the Contractor (or by a third party on behalf of the Contractor including where that third party is an Affiliate of the Contractor) specifically for the purposes of this Contract or any other contract with the Authority and updates and amendments of these items including (but not limited to) database schema and the Local Operating Procedures;
- (b) Intellectual Property Rights arising as a result of the performance of the Contractor's obligations under this Contract; and/or
- (c) (to the extent not captured by paragraphs (a) or (b) above) Intellectual Property Rights arising as a result of any materials produced or developed by the Contractor in connection with any Works contemplated or completed pursuant to this Contract (including any drafts or incomplete iterations of such materials),

but shall not include the Contractor Background IPRs;

"Project Sponsor"

means any of the Authority's Representatives with overall accountability for the project;

"Property and Facilities Management Services"

means the services required to satisfy the Authority's Property and Facilities Management Requirements;

"Property Technical Standards"

means HMPPS technical standards published by MOJ Property Services Directorate which include drawings and specifications for outcomes, materials and construction for the design, construction and maintenance of prisons. They also include all 'BIM' documents, Government 'Soft Landings' documents and requirements relating to the handover from a Private Finance Initiative (PFI) site into an operational manage and maintain state;

"Protective Measures"

means appropriate technical and organisational measures designed to ensure compliance with obligations of the Parties arising under Legislation



and this Contract which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those outlined in **Schedule 2 (Digital)**;

"Psychologist" means a member of the DTC Staff, who is a qualified psychologist (either forensic or clinical) and holds responsibility for the psychological input and delivery on a DTC Wing, the AU or the EAU as applicable;

"Public Health Infection Control Manual" means the manual that advises healthcare workers, prison and detention centre staff about dealing with outbreaks, immunisations, infection control and prevention;

"Public Sector Dependent Supplier" means a supplier where that supplier, or that supplier's group has annual revenue of £50 million or more of which over 50% is generated from UK Public Sector Business;

"Purposeful Activity" has the meaning given to it in **paragraph 4 (Purposeful Activity) of Part 1 (Custodial Services) of Schedule 1 (Authority's Custodial Service Requirements)** and references to "Purposeful Activities" shall be construed accordingly;

"Qualifying Change in Law" means:

- (a) a Discriminatory Change in Law;
- (b) a Specific Change in Law; or
- (c) a change to an Authority Policy;

which has a material impact on the Contractor's costs of providing the Services and which was not foreseeable at the Commencement Date;

"Quality Management Officer" means an individual appointed by the Contractor, who may be directly involved in the day-to-day performance of the Services, and shall perform the responsibilities set out in **clause 26.2 (Quality Management Officer)**;

"Quantum" means the HMPPS ICT system (which shall be deemed to include any replacement system or systems);



"Quarterly Contract Delivery Indicator" means a Contract Delivery Indicator that applies every Performance Quarter;

"Quarter" means each of the successive four (4) periods of three (3) Months during the Contract Year ending on 30 June, 30 September, 31 December and 31 March provided that:

(b) in the first Contract Year, if the number of Months is not divisible by three (3), the first Quarter shall start on the Services Commencement Date and shall end on the next to occur of 30 June, 30 September, 31 December and 31 March; and

(c) in the last Contract Year, if the number of Months is not divisible by three (3), the last Quarter shall be the period commencing on the 1 April, 1 July, 1 October or 1 January immediately preceding the last Day of the Service Period and ending on the last Day of Service Period

and references to **"Quarterly"** shall be construed accordingly;

"RAMS" means a 'risk assessment and method statement';

"Reactive Maintenance" means all reactive maintenance activities, including those listed at **paragraph 4.16 (Reactive Maintenance)** carried out in accordance with the requirements in **Schedule 11 (Property and Facilities Management)**;

"Reactive Request" means a request for Reactive Maintenance in respect of the Prison and/or wider Site issued in accordance with **Appendix 2 (Contract Delivery Indicators)** to **Schedule 15 (Performance Mechanism)**;

"Recipient" means the Party which receives or obtains directly or indirectly Confidential Information;

"Recompetition Data" means the data to be maintained by the Contractor throughout the Service Period as further set out in **paragraph 2.1 (Maintenance of Recompetition Data)** of **Schedule 24 (Handover and Exit Management)**;

"Rectification Actions" means the Contractor's proposals for carrying out the actions necessary to ensure that the Reduced Performance or Contractor Default as identified in the Rectification Notice or Outstanding Issues as identified in the



	Outstanding Issues Notice (as applicable) are rectified and do not re-occur;
"Rectification Notice"	means a notice issued pursuant to paragraph 14.1.6 (Rectification) or paragraph 14.2 (Rectification) of Schedule 15 (Performance Mechanism) ;
"Rectification Period"	means the aggregate of: (a) the period from the Logged Unavailability Time up to (and including) midnight on the Day in which the Logged Unavailability Time occurs; and (b) twenty four (24) hours after the expiry of the Day in which the Logged Unavailability Time occurs;
"Rectification Plan"	means a plan issued in accordance with paragraph 14.3 (Rectification) of Schedule 15 (Performance Mechanism) setting out the Rectification Actions, a programme for undertaking the Rectification Actions and the date by which they will be completed;
"Reduced Performance"	means where the Contractor's performance falls below the Required Standard;
"Reduction in Requirement for Available Prisoner Places" or "RRAPP"	means a reduction in the Authority's requirement for Available Prisoner Places notified in accordance with paragraph 6 (Notification of Reduction in Requirement for Available Prisoner Places (RRAPPs)) of Schedule 14 (Payment Mechanism) ;
"Redundancy Cost Adjustment"	means the Redundancy Risk Premium or Redundancy Risk Reduction as applicable;
"Redundancy Payment"	means the total sum of any of the following sums payable to Applicable Contractor Personnel: <ul style="list-style-type: none">(a) any statutory redundancy payment made in accordance with section 162 of the Employment Rights Act 1996; or(b) only in respect of an employee who was a Transferring Previous Contractor Employee, any contractual redundancy payment, (or where such a contractual benefit on redundancy is a benefit payable from a pension scheme, the increase in cost to the Contractor as a net present value compared to the benefit payable on termination of employment without redundancy), provided that such Transferring Previous Contractor Employee was entitled to such contractual redundancy payment immediately prior to their transfer

to the Contractor under the Employment Regulations;

- (c) where it is not reasonably practicable to require the Applicable Contractor Employee to work their notice period, in respect of each such employee, either:
 - (i) where such employee is a Transferring Previous Contractor Employee or an employee of the Contractor at the date of the submission of its bid for this contract, payment of damages for breach of the applicable statutory notice entitlement or, if higher, the notice entitlement under the terms and conditions of employment to which the relevant employee was entitled at the Reference Date;
 - (ii) where such employee does not fall within (i) above, payment of damages for breach of the applicable statutory notice entitlement; or, in either case
 - (iii) payment in lieu of any such notice entitlement set out in (i) and (ii) above, made pursuant to such terms and conditions of employment, but for the avoidance of doubt, shall not include any payment of salary or wages or of any benefit in respect of any period of continuing employment (whether during a notice period or otherwise);

"Redundancy Risk Premium" means where the Actual Redundancy Cost is greater than the Anticipated Redundancy Cost, the amount by which the Actual Redundancy Cost exceeds the Anticipated Redundancy Cost;

"Redundancy Risk Reduction" means where the Actual Redundancy Cost is less than the Anticipated Redundancy Cost, the amount by which the Actual Redundancy Cost is less than the Anticipated Redundancy Cost;

"Reference Date" means:

- (a) in relation to a Transferring Previous Contractor Employee the Relevant Transfer Date,
- (b) save that where the Contractor (or, if relevant, Notified Sub-contractor) and Previous Contractor are the same entity such that the Employment Regulations do not apply to transfer staff, the reference date shall be the date the Anticipated TUPE Costs are



- submitted being at competition stage; and
- (c) in relation to Applicable Contractor Personnel who are not Transferring Previous Contractor Employees but who are employees of the Contractor at the date the Base Case is submitted being at competition stage, the reference date shall be the date of submission of the Contractor's bid for this Contract;
- "Referrer"** means, for the purposes of **clause 70.15 (Adjudication)**, the Party referring a dispute;
- "Regime"** means the time Prisoners spend outside of their Prison Cells or engaged in Purposeful Activity, including, but not limited to, time spent in education, training, work, offending behaviour work or peer support roles as further set out in **paragraph 1.2 (Purpose) of Part 1 (Custodial Services) of Schedule 1 (Authority's Custodial Service Requirements)**;
- "Related Dispute"** means a dispute between the Contractor and the Authority which raises issues that are substantially the same as or connected with issues raised in a dispute between the Authority and a Third Party;
- "Related Service Provider"** any person who provides services to the Authority in relation to this Contract from time to time;
- "Relevant Amount"** has, for the purpose of **clause 66.10 (Limitation of Liability under clause 66.1.1.5)** only, the meaning given to it in **clause 66.10.5 (Limitation of Liability under clause 66.1.1.5)**;
- "Relevant Authority"** means any court with the relevant jurisdiction and any local, national or supra-national agency, inspectorate, minister, ministry, official or public or statutory person of the Government of the United Kingdom or of the European Union;
- "Relevant Body"** means the Authority or, where the Contractor is a Strategic Supplier, the Cabinet Office Markets and Suppliers Team (as the context requires);
- "Relevant Event"** means any:
- (a) Authority Change;
- (b) Qualifying Change in Law;



- (c) Compensation Event; or
- (d) matter in respect of which the Parties expressly agree in writing to, or there is express provision in this Contract for, an adjustment to the Contract Price in accordance with **clause 59 (Financial Adjustments)**;

"Relevant Headcount Adjustment"

means a difference between:

- (a) the number of Transferring Previous Contractor Employees who actually transferred at the Services Commencement Date; and
- (b) the number of Transferring Previous Contractor Employees expected to have transferred and whose costs are included in the Anticipated TUPE Costs,

provided that the Authority has determined, in accordance with **paragraph 6.2 or 6.3 (Relevant Headcount Adjustments)** of **Part 2 (TUPE Surcharge and Redundancy Cost Adjustment)** of **Schedule 18 (TUPE, Employees and Pensions)** that the difference should be addressed by way of a one-time adjustment to the Operational Services Staff Costs and/or Annual Interventions Costs in accordance with the provisions of **paragraph 11.3.4 (Operational Services Available Prisoner Place Payment)** of **Schedule 14 (Payment Mechanism)**;

"Relevant IPRs"

means IPRs used to provide the Services or as otherwise provided and/or licensed by the Contractor (or to which the Contractor has provided access) to the Authority or a third party in the fulfilment of the Contractor's obligations under this Contract;

"Relevant Organisation"

means any of the following (including their successor bodies from time to time):

- (a) relevant Probation Boards;
- (b) Police Forces;
- (c) Local Criminal Justice Board;
- (d) the Department for Education;
- (e) Local Authorities;



- (f) the Department of Health and Social Care;
- (g) the Education and Skills Funding Agency;
- (h) Community Safety Partnerships;
- (i) Drug and Alcohol Action Teams;
- (j) UK Visas and Immigration;
- (k) Safeguarding Partners;
- (l) other Custodial Service Providers; and
- (m) any non departmental public bodies, executive agencies or other arm's length bodies under the organisations referred to in limbs (a) to (l) (inclusive) above;

"Relevant Pay Award"

means a pay award / increase which:

- (a) is applicable to any Transferring Previous Contractor Employee on a collective or individual basis;
- (b) is approved by the Authority in the case where the Contractor was the Previous Contractor;
- (c) is either approved or unapproved by the Authority in the case where the Contractor was not the Previous Contractor;
- (d) is implemented by the Previous Contractor and takes effect in respect of the Transferring Previous Contractor Employees between the Commencement Date and the Services Commencement Date (including where it takes effect but is backdated to a date prior to the Commencement Date),

but excluding any 2026 pay award / increase (that is, an award / increase which relates to 2026 or is due to be made and take effect from a date in 2026);

"Relevant Person"

means an Affiliate;

"Relevant Tax Authority"

means HMRC, or, if applicable, a tax authority in the jurisdiction in which



the Contractor is established;

"Relevant Transfer Date" means, in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place or the Services Commencement Date where the Previous Contractor and the Contractor remain the same legal entity;

"Relevant Transfer" means a transfer of employment to which the Employment Regulations applies;

"Relief Event" means:

(a) fire, explosion, lightning, storm, tempest, flood, bursting or overflowing of water tanks, apparatus or pipes, ionising radiation (to the extent it does not constitute a Force Majeure Event) and earthquakes;

(b) riot, acts of concerted indiscipline, public disorder and/or civil commotion, provided that the Contractor:

(i) has complied in all material respects with all procedures and protocols relating to safety and security at the Prison and incidents of riot during a reasonable period before, during and after the incident of riot, act of concerted indiscipline, public disorder and/or civil commotion; and

(ii) has not, and a Sub-Contractor has not, by its acts or omissions caused or contributed to such riot, acts of concerted indiscipline, public disorder and/or civil commotion:

(i) unless such acts or omissions are in accordance with the correct provision of the Services in accordance with this Contract; or

(ii) except to the extent that the Contractor is acting on the written instruction of the Authority;

(c) failure by any statutory undertaker, utility company, local



authority or other like body to carry out works or provide services;

- (d) any accidental loss or damage to the Site or any roads servicing it;
- (e) any failure or shortage of power, fuel or transport;
- (f) any blockade or embargo which does not constitute a Force Majeure Event;
- (g) any:
 - (i) official or unofficial strike;
 - (ii) lockout;
 - (iii) go-slow; or
 - (iv) other dispute,

generally affecting the custodial service industry (which for the avoidance of doubt shall include contracted-out prisons) and/or the facilities management industry or a significant sector of any of them;

- (h) in accordance with **clauses 8.2.2B.2 (Site Matters), 8.2.3.1 (Site Matters), 8.2.3.2 (Site Matters) or 8.2.4.1 (Site Matters)**, any matter referred to as such in those clauses;
- (i) in accordance with **clause 72.11 (Authority Third Party Contracts)**, a matter referred to as such in that clause,

unless any of the events listed in paragraphs (a) to (i) of this definition (inclusive) arises (directly or indirectly) as a result of any wilful default or wilful act of the Contractor or any Contractor Related Party;

"Relocate"

means to change a Prisoner's accommodation to another Available Prisoner Place in another Prison Cell in the Main Prison, and **"Relocation"** shall be construed accordingly;

"Remand Prisoner"

means any person who has been:

- (a) remanded in custody by a court pending a further court



	appearance; or
	(b) found guilty by a court, but has been remanded in custody pending sentencing;
"Repair Cost"	means the cost of any repair or replacement needed to ensure that following any incident of damage the Prison is returned to the standard required in accordance with this Contract;
"Reparation Payments" "Reparation"	or means payments to victims or society made in accordance with PSI 76/2011 (as amended from time to time) and the Prisoners' Earnings Act 1996;
"Repeatable Methodology"	means a risk assessment methodology that is repeatable (i.e. that for the same inputs (for example impact, vulnerability, likelihood) the same outputs (for example risk) are produced);
"Replacement Services"	means any services which are the same as or substantially similar to any of the Services and which the Authority receives in substitution for any of the Services following the expiry or termination of this Contract (in whole or part and for whatever reason), whether those services are provided (in whole or in part) by the Authority internally and/or by any New Contractor;
"Replacement Sub-Contractor"	means any person who has entered or who will enter into a new Sub-Contract with the Contractor to replace an existing Sub-Contract;
"Request for Information"	has the meaning given to it in the FOIA or the Environmental Information Regulations as relevant (where the meaning set out for the term "request" shall apply);
"Request for Operational Change" or "RFOC"	means a written request for operational change in the form set out in Appendix 4 (Request for Operational Change Form) to Schedule 16 (Change Protocol) ;
"Required Action"	means such action as notified under clause 60.2 (Notice to the Contractor) and any consequential additional action as the Authority reasonably believes is necessary, both taken by the Authority in accordance with clause 60.3 (Action by Authority) ;
"Required Condition Standard"	means the standard that is required pursuant to the Contractor's obligations under clause 15.4 (Maintenance of Assets and Equipment Refresh Plan) and the Authority's Property and Facilities Management Requirements;



"Required Insurance"	means the insurance that the Contractor shall take out and maintain (or procure the taking out and maintenance of) as set out in clause 68.1 (Insurance) ;
"Required Standard"	means the standards set out in the Authority's Requirements and in compliance with the terms of this Contract including so as to meet the targets applicable to the Prison Performance Tool Measures and the Contract Delivery Indicators;
"Resettlement Cohort"	means the group of Prisoners in the final stage of their custodial sentence within the Prison, whose focus should be on integration back into the community through building, improving or maintaining family or other support links prior to release;
"Resettlement Group"	means a voluntary group, delivered by the Resettlement Lead and a DTC Prisoner, on a regular basis, which focuses on DTC Prisoners' resettlement requirements and supporting those DTC Prisoners in attendance to create their own resettlement plan;
"Resettlement Lead"	means a member of the DTC Staff, who runs a regular Resettlement Group with DTC Prisoners;
"Resettlement Passport"	means a securely stored personalised digital product covering mental health, drugs, education, skills, work, accommodation, and family ties, which organises, plans and records the information and services that Prisoners, Prison leavers and professionals working with them need to access, including the following examples: <ul style="list-style-type: none">(a) a copy of the Prison leaver's CV;(b) details of any arranged employment; and(c) confirmed appointments with relevant support agencies;
"Resettlement Prison"	means a prison holding the Resettlement Cohort;
"Resident Local Authority"	means the Local Authority with adult social services responsibilities wherein the Prison is located;
"Respondent"	means, for the purposes of clause 70.15 (Adjudication) , the Party



	responding to a dispute;
"Restricted Country"	means a country, territory or jurisdiction which is not covered by an adequacy determination by a competent authority with jurisdiction over the party who wishes to export the data outside of the United Kingdom;
"Restructuring Costs"	means: <ul style="list-style-type: none">(a) the consultation costs;(b) the notice period and/or Payment In Lieu Of Notice (PILON) costs; and(c) the contractual redundancy costs in respect of Transferring Previous Contractor Employees and Transferring Authority Employees (if any) and / or statutory redundancy costs in respect of other employees, arising out of the implementation in the first Contract Year by the Contractor of its Mobilisation and Transition Plan and its Transformation Plan;
"Retention Fund"	means the fund retained by the Authority and as further described in clause 54.5.1 (Retention Fund) ;
"Retirement Benefits Scheme"	means a pension scheme registered under Chapter 2 of Part 4 of the Finance Act 2004;
"Review Procedure"	means the procedure set out in Schedule 17 (Review Procedure) ;
"Review Report"	means the Contractor's report to the Authority following the conclusion of each review of the Continuity Plans in accordance with paragraphs 6.1 and 6.2 (Review and amendment of the Continuity Plans) of Schedule 26 (Continuity Planning) ;
"Review Session"	means the review session to be held in accordance with paragraphs 13.3 (Careers Information, Advice and Guidance – Review Session - Outcome) and 13.4 (Careers Information, Advice and Guidance – Review Session - Requirements) of Appendix 1 (Education Services Specification) to Part 2 (Prisoner Education Services) of Schedule 1 (Authority's Custodial Service Requirements) ;



"RFOC"	means a written request for an Operational Change submitted in accordance with paragraph 15.5 (Operational Change Procedure) of Schedule 16 (Change Protocol) ;
"Riot"	shall be construed in accordance with sections 1 and 10 (Part 1) of the Public Order Act 1986 and as amended;
"RPS Professional Standards for Medicines Optimisation in Secure Environments"	means the professional standards published by the Royal Pharmaceutical Society as edition 2 in February 2017 (available via https://www.rpharms.com/resources/professional-standards/optimising-medicines-in-secure-environments) that describe the expectations for providing safe and effective use and handling of medicines in custodial residential secure environments as may be replaced or amended from time to time;
"RRAPP Adjustment" or "RA"	means the aggregate of the RRAPP Adjustments for each Active RRAPP Band for that Day for the Main Prison and/or the DTC determined in accordance with the relevant RRAPP Band Table in paragraph 12.1.8 (RRAPP Band Tables) of Schedule 14 (Payment Mechanism) ;
"RRAPP Band Activation Notice"	means a notice to be issued by the Authority to the Contractor in accordance with paragraph 6.2.1 (RRAPP Band Activation) of Schedule 14 (Payment Mechanism) in order to Activate one or more RRAPP Bands;
"RRAPP Band Deactivation Notice"	means a notice to be issued by the Authority to the Contractor in accordance with paragraph 6.3.1 (RRAPP Band Deactivation) of Schedule 14 (Payment Mechanism) in order to Deactivate one or more RRAPP Bands;
"RRAPP Band Demobilisation Cost" or "RDMC"	means any one-off reasonable costs resulting directly from an increase in the staffing levels required to deliver a higher number of Available Prisoner Places in the Main Prison and/or the DTC, which are actually incurred by the Contractor due to the Deactivation of one or more RRAPP Bands in accordance with paragraph 1.9 (RRAPP Band Demobilisation Cost) of Schedule 14 (Payment Mechanism) ;
"RRAPP Band Demobilisation Period"	means the minimum period that must elapse before Deactivation of a RRAPP Band as specified in paragraph 6.3.2 (RRAPP Band Deactivation) of Schedule 14 (Payment Mechanism) ;
"RRAPP Band Mobilisation Costs"	means any one-off reasonable costs resulting directly from a decrease in the staffing levels required to deliver a lower number of Available Prisoner



or "RMC"	Places in the Main Prison and/or the DTC, which are actually incurred by the Contractor due to the Activation of one or more RRAPP Bands in accordance with paragraph 1.8 (RRAPP Band Mobilisation Costs) of Schedule 14 (Payment Mechanism) but excluding any costs relating to redundancy including those covered by the Base Case Anticipated Redundancy Cost, the Anticipated Redundancy Cost, the Relevant Headcount Adjustment and/or the Service Change Redundancy Surcharge;
"RRAPP Band Mobilisation Period"	means the minimum period that must elapse before Activation of a RRAPP Band as specified in paragraph 6.2.3 (RRAPP Band Activation) of Schedule 14 (Payment Mechanism) ;
"RRAPP Band Tables"	means the tables in paragraph 12.1.8 (RRAPP Band Tables) of Schedule 14 (Payment Mechanism) ;
"RRAPP Band"	means a band comprised of one or more Available Prisoner Places in respect of the Main Prison and/or the DTC for the purposes of a RRAPP Adjustment as described in paragraph 6.1 (RRAPP Bands) of Schedule 14 (Payment Mechanism) (and the RRAPP Bands for the Prison are identified in paragraph 12.1.8 (RRAPP Band Tables));
"Safe System of Work"	means working arrangements, including staffing levels and procedures, that are risk assessed as compliant with health and safety Legislation. Further guidance is available in PSI 37/2015;
"Safeguarding Adult Boards"	means the multi-agency partnership arrangements for agreeing how the relevant organisations in each local area cooperate to safeguard and promote the welfare of adults in that locality;
"Safeguarding Partners"	means the safeguarding partners responsible for the arrangements for the safeguarding and promotion of welfare of children in each local area;
"Safer Custody Report"	means a Monthly summary report arising from the Operational Briefing Sheet which shall include: (a) a summary of all incidents of self-harm, including type, details of the Prisoners, date, time, location and management actions taken in response; (b) a summary of all incidents of serious assault, including type, details of the Prisoners, date, time, location and management actions taken



in response;

- (c) a summary of all incidents of assault, including type, details of the Prisoners, date, time, location and management actions taken in response; and
- (d) a summary of all incidents of violence, including incident type, details of the Prisoners, reason, outcome, injuries incurred and management actions taken in response;

"SAR" means the annual self-assessment report in the form provided by the Authority as required in accordance with **paragraph 2.8.2 (Quality Assurance and Improvement) of Part 2 (Prisoner Education Services) of Schedule 1 (Authority's Custodial Service Requirements)**;

"Schedule of Wage Rates" means the schedule of labour/wage rates as set out in Worksheet 8b of the Base Case, which shall be subject to indexation in accordance with **paragraph 3.3 (Indexation of Operational Services Staff Costs) of Schedule 14 (Payment Mechanism)**;

"Screening and Assessment" means the process set out in **paragraph 2.9 (Screening and Assessment) of Part 2 (Prisoner Education Services) of Schedule 1 (Authority's Custodial Service Requirements)**;

"Search Risk Assessment Monthly Report" means a Monthly report providing an update against the Annual Search Risk Assessment and Search Strategy, in such format and detail as required by the Authority;

"Section 88" means section 88 of the Criminal Justice Act 1991 (as amended by section 101 of the Criminal Justice and Public Order Act 1994);

"Security Monitoring Policy" means the relevant Authority Policy on security monitoring;

"Security Report" means a report prepared by the Contractor setting out its compliance with the Local Security Strategy and any other obligations as set out in **paragraph 2.4 (General obligations) of Part 1 (Custodial Services) of Schedule 1 (Authority's Custodial Service Requirements)**;

"Security Requirements" means those security requirements listed in the COR;

"Selection" means the Authority's standard selection questionnaire issued to the bidders



"Questionnaire"	as part of the Competition;
"SENCO"	means a Special Educational Needs Coordinator;
"Senior Employees"	means the key individuals and senior managers as further described in clause 36.15.3 (Contractor's Key Personnel and Senior Managers) ;
"Service Change Redundancy Surcharge" or "SCRS"	means in relation to the redundancy of Applicable Contractor Personnel as described in paragraph 2.1 (Service Change Redundancy Surcharge) of Part 3 (Redundancy Surcharge) of Schedule 18 (TUPE, Employees and Pensions) , a surcharge on the Charges equal in amount to the proportion of the Redundancy Payment reflecting the elapsed period of the Services (as at the date the relevant Service change referred to in paragraph 2.1 (Service Change Redundancy Surcharge) of Part 3 (Redundancy Surcharge) of Schedule 18 (TUPE, Employees and Pensions) takes effect) as a proportion of what otherwise would have been the total duration of the Services with the Contractor responsible for the proportion reflecting the elapsed period of the Services, which is actually paid by the Contractor and/or the notified Sub-Contractor to the relevant Applicable Contractor Personnel provided they have been made redundant in accordance with the terms of such Schedule;
"Service Data"	means the Authority Data and the Operational Data;
"Service Delivery Documents"	means the: <ul style="list-style-type: none">(a) Mobilisation and Transition Plan;(b) Transformation Plan;(c) Equipment Refresh Plan;(d) Asset Forward Maintenance Plan;(e) Asset Forward Replacement Plan; and(f) Annual Custodial Service Delivery Plan;
"Service Period"	means the service period for the Services at the Prison and means the period from the Services Commencement Date until and including the earlier to occur of the Early Termination Date or Termination Date (as the case may be) and the Expiry Date;



"Service Transfer Date"	means the date of a Service Transfer or, if more than one, the date of the relevant Service Transfer as the context requires;
"Service Transfer"	means any transfer of the Services (or any part of the Services), for whatever reason, from the Contractor or any sub-contractor to a New Contractor or a New Sub-Contractor;
"Services Commencement Date"	means the date on which the Contractor commences provision of the Services in accordance with the terms of this Contract, which shall be 00:00:00 hours on 9 July 2026;
"Services Media"	means all pipes, sewers, drains, mains, ducts, conduits, gutters, water courses, wires, cables, meters, switches, channels, flues and all other conducting media, appliances and apparatus including any fixtures, louvres, cowls and other ancillary apparatus;
"Services"	means together the Custodial Services and Property and Facilities Management Services;
"SFG20 Standards"	means the standards for planned maintenance of assets as made available through the web-based service which is updated in real-time by the Service and Facilities Group of the Building Engineering Services Association and as may be tailored by the Authority to better reflect the particular challenges of the prison environment (as set out in the MOJ Property Services Maintenance Schedules);
"Single Prison Cell"	means a Prison Cell designed for single occupancy with a floor area in excess of six point eight square metres (6.8m ²) or, if a shower area is to be incorporated within the Prison Cell, a floor area in excess of eight point five square metres (8.5m ²), such areas to include a toilet compartment or suitable modesty screening around a toilet;
"Single Source of Data"	means a master version of data records held in a single system/database which is made available to other applications to provide a single source of data, removing duplication across systems;
"Site Additions Template"	means the template set out in Appendix 1 (Site Additions Template) to Schedule 3 (Authority Third Party Contracts) ;
"Site Facilities Manager"	means the site facilities manager appointed pursuant to clause 8.9 (Site Facilities Manager) ;



"Site Plan"	means the plan set out in the Lease;
"Site"	means the land edged red on the Site Plan together with the Buildings and the Services Media for all utilities and services serving the Buildings;
"Small Group"	means the group of six (6) to ten (10) DTC Prisoners to which each DTC Prisoner will be allocated where the DTC Prisoners receive formal therapy as part of the AU, EAU or Core Therapy, which is facilitated by both operational and clinical DTC Staff;
"SME Management and Charges Information Reporting Template"	means the reporting template produced included within procurement policy note 01/18 (Supply Chain Visibility) (available at https://www.gov.uk/government/publications/procurement-policy-note-0118-supply-chain-visibility) as may be updated from time to time;
"SME Management and Charges Information Reports"	means the reports contemplated within procurement policy note 01/18 (Supply Chain Visibility) (available at https://www.gov.uk/government/publications/procurement-policy-note-0118-supply-chain-visibility) as may be updated from time to time;
"SME"	means an enterprise falling within the category of micro, small and medium-sized enterprises as defined by the UK Government from time to time;
"Social Care Service Provider"	means the Resident Local Authority with responsibility for adult social care services where the prison is located and, where relevant, the organisation commissioned by the that Local Authority to provide the Social Care Services and support services within the Prison as the Local Authority's agent;
"Social Care Services"	means the identification of people who may have care and support needs, their assessment, determination of eligibility for services and the provision of advice and information and/or care and support services provided as part of an individual care and support plan;
"Software"	means Contractor Software and Third Party Software;
"Special Purpose Vehicle" or "SPV"	means the contractor appointed under the PFI Project Agreement to build the prison and appoint an Operating Sub-contractor to perform services similar to the Services prior to the Services Commencement Date;
"Specific Change in"	means any Change in Law which specifically refers to the provision of



Law"	services the same as or similar to the Services;
"Specified Purpose"	means the purpose of considering any issues concerning data protection, and/or the provision of any guarantees, collateral warranties, bonds or other forms of security under or in connection with this Contract;
"SSSI"	means a 'site of special scientific interest' designated under the Wildlife and Countryside Act 1981;
"Stability Threat Assessment Meeting" or "STAM"	means the meeting carried out in accordance with paragraph 12 (Stability Threat Assessment Meetings) of Schedule 5 (Mobilisation, Transition and Transformation) in respect of monitoring stability at the Prison during the Transition Period;
"Staffing Information"	means in relation to all persons identified on the Contractor's Provisional Contractor Personnel List or Contractor's Final Contractor Personnel List, as the case may be, all information required in Annex 1 to Part 4 (Staffing Information) of Schedule 18 (TUPE, Employees and Pensions) in the format specified and with the identities of Data Subjects anonymised where possible. The Authority may acting reasonably make changes to the format or information requested in Annex 1 to Part 4 (Staffing Information) of Schedule 18 (TUPE, Employees and Pensions) from time to time;
"Standard Order Time"	has the meaning given to it in the Authority Prison Food Contract;
"Standard Performance Quarter"	means a Performance Quarter which does not include a Performance Result from an AAI Contract Delivery Indicator;
"Standing Charge Adjustment" or "SCA"	means the annual adjustment to the Monthly Contract Price in respect of the Standing Charge calculated in accordance with the mechanism set out in paragraph 1.11.6 (Annual Utility Adjustment) of Schedule 14 (Payment Mechanism) ;
"Standing Charge" or "S"	means the expected standing charge for the utility service for the Contract Year as agreed between the Authority and the Contractor at the start of the Contract Year in accordance with paragraph 1.10.2 (Annual Utility Services Cost Estimate) of Schedule 14 (Payment Mechanism) ;
"Statutory Certificates"	means, in respect of the Prison:



- (a) Asbestos register / management plan;
- (b) COSHH register indexes;
- (c) registers relating to portable appliance testing (PAT);
- (d) automatic heat and smoke detector test records;
- (e) air hygiene risk assessment / LEV report records;
- (f) fire alarm system test records;
- (g) emergency generator test log;
- (h) emergency lighting test records;
- (i) fire extinguisher inspection sheets;
- (j) fixed wiring test records;
- (k) gas system service / test records;
- (l) insurance inspections;
- (m) legionella testing records (L8);
- (n) water hygiene risk assessments;
- (o) water hygiene test reports;
- (p) lift maintenance and test results;
- (q) lighting protection system and earthing test results;
- (r) pressure vessel inspection records; and
- (s) smoke ventilation and sprinkler test records,

insofar as the Authority is required by Legislation to ensure that such certificates are current and valid;

**"Statutory
Schemes"**

means the CSPS, TPS or LGPS;



"Step-Out Date"	means such date as is reasonable in the circumstances to cease the Required Action and specified by the Authority in the Step-Out Notice in accordance with clause 60.7.1 (Step-Out) ;
"Step-Out Notice"	means a notice issued in accordance with clause 60.7.1 (Step-Out) by the Authority indicating that it wishes to cease the Required Action;
"Strategic Supplier"	means those suppliers to government listed at https://www.gov.uk/government/publications/strategic-suppliers (as may be updated from time to time);
"Sub-Contract"	means a contract between the Contractor and a Sub-Contractor (or between a Sub-Contractor and its Sub-Contractor);
"Sub-Contractor Payment Action Plan"	means an action plan for improvement by the Contractor as further described in clause 72.13.5 (Prompt Payment of Supply Chain) ;
"Sub-Contractor Payment Performance Report"	means a report on the Contractor's performance against its obligations to pay its Sub-Contractors and Unconnected Sub-Contractors as further described in clause 72.13 (Prompt Payment of Supply Chain) ;
"Sub-Contractor"	means any person engaged by the Contractor or any Sub-Contractor from time to time to procure the provision of the Services or deliver any other aspect of the Contractor's obligations under this Contract. References to Sub-Contractors means sub-contractors at any tier of the Contractor's supply chain;
"Sub-Domain Points"	means the points that accrue against Performance Failures in individual Contract Delivery Indicators in accordance with Appendix 2 (Contractor Delivery Indicators) to Schedule 15 (Performance Mechanism) ;
"Subject Access Request"	means a request by a Prisoner, the Contractor or the Authority for a copy of their Personal Data;
"Submitted Item"	means a submission made under the Review Procedure which is accompanied by a copy of the document to be reviewed or a statement of the proposed course of action;
"Sub-processor"	means any third party appointed to process Personal Data on behalf of that Processor related to this Contract;



"Subsidiary"	shall have the meaning given to it in section 1159 of the Companies Act 2006 and, for the purposes only of the membership requirement in subsections 1159(1)(b) and (c), a company (the "first company") shall be treated as a member of another company (the "second company") if the shares in the second company are registered in the name of (a) another person (or its nominee), where the shares are held by such other person (or its nominee) by way of security or in connection with the taking of security from the first company, or (b) a nominee for the first company;
"Subsistence Payment"	means, in respect of Prisoners who are being discharged from Prison, the subsistence payment pursuant to the Prison discharge policy PSI 72/2011 (formerly known as the Prisoner Discharge Grant), such payment being at the per-Prisoner value set from time to time by the Authority;
"Successor Body"	means a body that the Authority assigns, novates or otherwise disposes of its rights, obligations or liabilities to, which is not a Central Government Body;
"Suitable Third Party"	means any person other than the Authority or the Contractor who is not an Unsuitable Third Party;
"Supply Chain Map"	means details of (i) the Contractor, (ii) all Sub-Contractors and (iii) any other entity that the Contractor is aware is in its supply chain that is not a Sub-Contractor, setting out at least: <ul style="list-style-type: none">(a) the name, registered office and company registration number of each entity in the supply chain;(b) the function of each entity in the supply chain; and(c) the location of any premises at which an entity in the supply chain carries out a function in the supply chain;
"Suspended Member of Staff"	means a member of the Contractor's Staff that the Authority requires the Contractor to suspend as further described in clause 36.8.1 (Suspension of Staff) ;
"Sustainability Lead"	means the Contractor's trained and qualified main contact appointed pursuant to paragraph 4.1 (Sustainability Resources) of Schedule 12 (Sustainability) who is responsible for managing and coordinating the development of the Sustainability Plan and the Contractor's compliance



	with Schedule 12 (Sustainability) ;
"Sustainability Plan"	means a detailed plan produced by the Contractor as part of its Competition setting out how sustainability will be managed by the Contractor and reported to the Authority to meet the requirements set out in Schedule 12 (Sustainability) ;
"Sustainability Reporting Requirements"	means the completion and delivery of reports by the Contractor which shall be substantially in the form set out in Schedule 12 (Sustainability) , containing all sustainability data to be measured and collected by the Contractor and including information as required by the Authority;
"Sustainability Requirements"	means the delivery by the Contractor of the requirements relating to sustainability set out in Schedule 12 (Sustainability) ;
"Tax"	means any kind of tax, duty, levy or other charge (other than VAT) whether or not similar to any in force at the Commencement Date and whether imposed by a local, governmental or other Relevant Authority in the United Kingdom or elsewhere;
"Temporary Repair"	means a non-permanent or temporary solution that restores the asset, service, fixture, equipment or area back to its operating condition (which may be to a limited or partial extent), whilst a replacement component can be sourced or a longer-term whole solution can be agreed, procured or delivered;
"Termination Date"	means the date of early termination of this Contract in accordance with Part X (Expiry and Termination) of this Contract;
"Termination Notice"	means a notice of termination issued in accordance with this Contract;
"Termination Sum"	means any compensation expressly stated to be payable by either Party to the other Party on termination of this Contract under Part X (Expiry and Termination) of this Contract;
"Tested Service"	means all or any part of the Services;
"Therapy Break"	means a planned break in the delivery of Core Therapy, when alternative less intensive Community-based activities are offered instead;
"Therapy Review"	means a review of a DTC Prisoner's progress in Core Therapy in accordance with paragraph 9 (Core Therapy Review Boards and completion of



Board"	Core Therapy) of Part 7 (Democratic Therapeutic Community) of Schedule 1 (Authority's Custodial Service Requirements) both during their time in the DTC Wing and to determine whether the DTC Prisoner has completed Core Therapy;
"Third Party Beneficiary"	means a third-party beneficiary identified pursuant to clauses 78.1 and 78.2 (Third Party Rights) or other express provisions in this Contract;
"Third Party Claim"	means a claim made against the Indemnified Party by a third party, which the Indemnified Party notifies to the Indemnifying Party in accordance with clause 66.4 (Notification of Claims) ;
"Third Party IPR"	means Intellectual Property Rights owned by a third party (other than an Affiliate of the Contractor) but excluding Intellectual Property Rights owned by the third party subsisting in any Third Party Software and excluding the Project Specific IPRs;
"Third Party Software"	means software which is proprietary to any third party (other than an Affiliate of the Contractor) or any Open Source Software which in any case is, will be or is proposed to be used by the Contractor for the purposes of providing the Services, including any software specified as such in Schedule 2 (Digital) but excluding the Project Specific IPRs;
"Third Party"	means a person or group (other than the Authority and the Contractor), that provides goods and or delivers works or services in the Prison on behalf of the Contractor, Authority or Relevant Organisation;
"Tiered Regime Model"	means the new 'tiered regime model' concept that comprises tiers of Purposeful Activity which prisons will develop locally to deliver the best combination of activities to meet local need, as further described in Annex B of 'HMPPS National Regime Model (NRM) Policy Framework';
"Title Matters"	means the matters referred to as "Title Matters" in the Lease;
"Tornado"	means Contractor's Staff who have undergone advanced Control and Restraint training, who are deployed to respond to major incidents;
"TPS Eligible Employees"	means any TPS Fair Deal Employee who at the relevant time is an active member or eligible to participate in the TPS under a TPS Participation Agreement;
"TPS Fair Deal"	means any Fair Deal Employee who at the Relevant Transfer Date is or



"Employees"	becomes entitled to protection in respect of the TPS or a pension scheme that is Broadly Comparable to the TPS in accordance with the provisions of New Fair Deal;
"TPS Initial Contribution Rate"	means 28.68% of Pensionable Earnings;
"TPS Participation Agreement"	means a participation agreement within the meaning in Chapter 2 of Schedule 1 of the TPS Regulations;
"TPS Regulations"	means the Teachers' Pension Scheme Regulations 2014 (as amended from time to time);
"TPS Scheme Actuary"	means the actuary appointed by the TPS Scheme Manager in accordance with the TPS Regulations to provide a consulting service on actuarial matters;
"TPS Scheme Manager"	means the scheme manager as described in the TPS Regulations;
"TPS"	means the Teachers' Pension Scheme as governed by the TPS Regulations, and any other regulations (in each case as amended from time to time) which are from time to time applicable to the Teachers' Pension Scheme;
"Transferring Contractor Employees"	means those employees of the Contractor and/or the Contractor's Sub-Contractors to whom the Employment Regulations will apply on the Service Transfer Date;
"Transferring Previous Contractor Employees"	means in relation to a Previous Contractor, those employees of the Previous Contractor to whom the Employment Regulations will apply on the Relevant Transfer Date and whose names are provided to the Contractor on or prior to the Relevant Transfer Date;
"Transformation Meetings"	means the meetings carried out in accordance with paragraph 14 (Transformation Meetings) of Schedule 5 (Mobilisation, Transition and Transformation) in respect of monitoring the Initial Transformation Deliverables;
"Transformation Period"	means the period from the Services Commencement Date to the expiry of the Contract Period;
"Transformation Plan Approval"	means the certificate issued to the Contractor by the Authority's Representative pursuant to paragraph 13.4.1.1 (Approval of the



Certificate"	Transformation Plan) of Schedule 5 (Mobilisation, Transition and Transformation) confirming that the Authority is satisfied that the Transformation Plan is in accordance with the requirements of the Contract;
"Transformation Plan Notice of Non-Compliance"	means the notice issued to the Contractor by the Authority's Representative pursuant to paragraph 13.4.1.2 (Approval of the Transformation Plan) of Schedule 5 (Mobilisation, Transition and Transformation) stating that the Transformation Plan Approval Certificate has not been issued, specifying the grounds on which the Transformation Plan Notice of Non-Compliance is based (provided that such grounds shall be one or more of those set out in paragraph 1.4 (Grounds for Amendment) and paragraphs 3.2.2.1 to 3.2.2.5 (Grounds of Objection) of Schedule 17 (Review Procedure)) and specifying any matters that must be attended to before the Transformation Plan Approval Certificate can be issued;
"Transformation Plan Reports"	means the progress updates on the Initial Transformation Deliverables under the Transformation Plan to be provided each Month until those deliverables are successfully completed by the Contractor in accordance with paragraph 13.5 (Transformation Reports and updates to the Transformation Plan) of Schedule 5 (Mobilisation, Transition and Transformation) ;
"Transformation Plan"	means the Controlled Document with this title, being the transformation plan provided by the Contractor prior to the Commencement Date and set out in Appendix 2 (Transformation Plan) to Schedule 5 (Mobilisation, Transition and Transformation) as such plan is developed by the Contractor and approved by the Authority from time to time in accordance with paragraph 13 (Transformation Plan) of Schedule 5 (Mobilisation, Transition and Transformation) and subsequently as part of the Annual Custodial Service Delivery Plan in accordance with clause 24 (Annual Custodial Service Delivery Plan) ;
"Transformation"	means the transformation activities required to be carried out during the Transformation Period both pursuant to Schedule 5 (Mobilisation, Transition and Transformation) (in respect of the Initial Transformation Deliverables) and otherwise pursuant to clause 26.4 (Continuous Improvement) ;
"Transition Period"	means the period of one hundred and eighty (180) Days (or such other period as is agreed by the Parties in writing) commencing on the Services



- Commencement Date;
- "Transition"** means the transitional activities required to be carried out pursuant to **Schedule 5 (Mobilisation, Transition and Transformation)** during the Transition Period;
- "Transparency Information"** means the content of this Contract, including any changes to this Contract agreed from time to time, except for:
- (a) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Authority; and
 - (b) Commercially Sensitive Information;
- "Treatment Compact"** means the agreement entered into by a DTC Prisoner regulating their behaviour at the DTC and containing the rules of conduct for that DTC Prisoner and the procedures for conducting the DTC's business;
- "TUPE Count"** means the total number of Transferring Previous Contractor Employees but, for the avoidance of doubt, excluding any employee of the Previous Contractor who is not identified as a Transferring Previous Contractor Employee but who claims and/or it is determined in relation to that employee that their contract has been transferred to the Contractor and/or any Notified Sub-Contractor under the Employment Regulations;
- "TUPE Information"** means information relating to the:
- (a) annual salary;
 - (b) annual national insurance cost;
 - (c) pensions;
 - (d) annual life insurance cost;
 - (e) annual sick pay entitlement;
 - (f) maternity/paternity costs;
 - (g) statutory redundancy pay and for any Transferring Previous Contractor Employees contractual redundancy pay where such Transferring Previous Contractor Employee was entitled to such



contractual redundancy pay immediately prior to transfer to the Contractor and/or Notified Sub-Contractor under the Employment Regulations;

- (h) notice pay; and
- (i) any other cost arising directly from the contract of employment, of the Transferring Previous Contractor Employees;

"TUPE Risk Premium"

means, where the Actual TUPE Costs are greater than the Anticipated TUPE Costs, the amount payable on an annual basis based on the difference between:

- (a) the Actual TUPE Costs; and
- (b) the Anticipated TUPE Costs,

in respect of payments due under contracts of employment in respect of the following:

- (i) annual salary;
- (ii) annual national insurance cost;
- (iii) standard employer pension contributions paid in accordance with the relevant pension scheme rules;
- (iv) annual life insurance cost;
- (v) annual sick pay entitlement;
- (vi) maternity/paternity costs; and
- (vii) any other cost arising directly from the contract of employment of the Transferring Previous Contractor Employee, but excluding redundancy and notice costs and GIP Costs;

"TUPE Risk Reduction"

means, where the Actual TUPE Costs are less than the Anticipated TUPE Costs, the amount payable on an annual basis based on the difference between:



- (a) the Actual TUPE Costs; and
- (b) the Anticipated TUPE Costs,

in respect of payments due under contracts of employment in respect of the following:

- (i) annual salary;
- (ii) annual national insurance cost;
- (iii) standard employer pension contributions paid in accordance with the relevant pension scheme rules;
- (iv) annual life insurance cost;
- (v) annual sick pay entitlement;
- (vi) maternity/paternity costs; and
- (vii) any other cost arising directly from the contract of employment of the Transferring Previous Contractor Employee, but excluding redundancy and notice costs and GIP Costs;

"TUPE Surcharge" or "TS" means the TUPE Risk Premium or TUPE Risk Reduction as applicable, and as calculated on a monthly basis or on such other basis as agreed between the Parties;

"TUPE" means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI No 246) as amended from time to time;

"UK GDPR" has the meaning given to it in Section 3(10) of the DPA 2018, supplemented by section 205(4) of the DPA 2018;

"UK Health Security Agency" or "UKHSA" means the statutory body responsible for protecting every member of every community from the impact of infectious diseases, chemical, biological, radiological and nuclear incidents and other health threats;

"UK Public Sector Business" means any goods, service or works provision to UK public sector bodies, including central government Departments and their arm's length bodies and agencies, non-departmental public bodies, NHS bodies, local authorities, health bodies, police, fire and rescue, education bodies and



	devolved administrations;
"Unavailability Deduction"	means any amount not paid to the Contractor as a result of any Prisoner Place not being an Available Prisoner Place;
"Unavailable Prisoner Place due to PPM" or "Unavailability due to PPM"	means a Prisoner Place that is an Unavailable Prisoner Place by reason of Planned Preventative Maintenance;
"Unavailable Prisoner Place due to Reactive Maintenance" or "Unavailability due to Reactive Maintenance"	means a Prisoner Place that is an Unavailable Prisoner Place by reason of Reactive Maintenance;
"Unavailable Prisoner Place" or "Unavailability"	means a Prisoner Place that is not an Available Prisoner Place;
"Unconnected Sub-Contract"	means any contract or agreement which is not a Sub-Contract and is between the Contractor and a third party (which is not an Affiliate of the Contractor) and is a qualifying contract under regulation 6 of The Reporting on Payment Practices and Performance Regulations 2017;
"Unconnected Sub-Contractor"	any third party with whom the Contractor enters into an Unconnected Sub-Contract;
"Uniform Order"	means orders for staff uniforms;
"Uninsured Losses"	means Losses which are not Insured Losses (and for the avoidance of doubt, 'uninsured losses' shall exclude any policy deductibles and excesses which shall neither be treated as an uninsured loss nor recoverable from the Authority, in each case in accordance with clause 68.14 (Insurance));
"Unit Actual" or "UA"	means the actual unit cost of the utility service over the Contract Year in accordance with paragraph 1.11.5 (Annual Utility Adjustment) of Schedule 14 (Payment Mechanism) ;
"Unit Estimate" or "UE"	means the Annual Utilities Services Cost Estimate for the relevant utility service in accordance with paragraph 1.11.5 (Annual Utility Adjustment) of Schedule 14 (Payment Mechanism) ;



"Unsuitable Third Party"	means any person: <ul style="list-style-type: none">(a) whose activities do or could, in the reasonable opinion of the Authority, pose a threat to national security, provided that the Authority's opinion shall be deemed to be reasonable if personally confirmed to the Contractor by a director of the Authority (or equivalent grade) or above;(b) whose activities are, in the reasonable opinion of the Authority, incompatible with any operations or activities carried out by the Authority for the purposes contemplated by this Contract or any other of the Authority's legal duties or other functions; and/or(c) who is, in the reasonable opinion of the Authority, inappropriate because the Authority has received specific information from the Crown, the Serious Fraud Office or the Crown Prosecution Service about the unsuitability of the proposed new third party to act in relation to the Contract;
"User Interface" or "UI"	means the way in which the user and a computer system interact, in particular the use of input devices and software;
"Utilised Basis"	means paying for each relevant Available Prisoner Place (including where such place is an Additional Prisoner Place), which is occupied by a Prisoner for each Day or part of a Day during the relevant period;
"Utility Services Fee"	means the aggregate fee for each utility service payable paid by the Authority as set out in paragraph 1.10 (Monthly Utility Fee) of Schedule 14 (Payment Mechanism) ;
"Utility Target" or "UT"	means the utility targets set out in paragraph 12.1.9.2 (Utility Target (UT)) of Schedule 14 (Payment Mechanism) ;
"Valid"	in respect of an Assurance, has the meaning given to it in paragraph 10.7 (Provision of CRP Information) of Schedule 26 (Continuity Planning) ;
"Value Testing Exercise"	means an exercise carried out pursuant to clause 28.3 (Value Testing Option) ;
"Value Testing Service"	means the element of the Service subject to value testing as further described in clause 28.3.1 (Value Testing Option) ;



"VAT Recipient"	means the person receiving the supply that is or becomes chargeable to VAT;
"VAT Supplier"	means the person making the supply that is or becomes chargeable to VAT;
"VAT"	means any value added taxes;
"VATA"	means the Value Added Tax Act 1994;
"VCSE"	means a non-governmental organisation that is value-driven, and which principally reinvests its surpluses to further social, environmental or cultural objectives;
"VIPER"	means the 'Video Identification Parade Electronic Recording' system;
"Virtual Campus" or "VC"	means HMPPS' e-learning system for Prisoners which includes: (a) digital education provision which gives Prisoners inside and outside Prisons the opportunity to view relevant training courses and apply directly for jobs within their relocation area; and (b) Curious;
"ViSOR"	means 'Violent and Sexual Offenders Register' system;
"Volatile Organic Compounds"	means a class of organic chemicals that are volatile and evaporate easily and may be harmful to the environment in certain circumstances;
"Waste Duty of Care"	means the duty of care imposed under section 34 of the Environmental Protection Act 1990 on anyone who produces, imports, keeps, stores, transports, treats or disposes of waste or who acts as a broker and has control of waste, who must take all reasonable steps to ensure that waste is managed properly;
"Waste Hierarchy"	means the following hierarchy for ranking waste management options in descending order of priority from the option that should be prioritised (eliminate) to the option that should be avoided (dispose): (a) eliminate; (b) reduce;



- (c) re-use and repair;
- (d) recycle or compost;
- (e) recover (energy recovery); and
- (f) dispose;

"Web Browser"	means an application used to access and view websites;
"Weightings"	means the Base Weighting and the AAI Weighting set out in columns F and G of Table 1 of Appendix 2 (Contract Delivery Indicators) to Schedule 15 (Performance Mechanism) ;
"Work Places"	means the job opportunities for Prisoners to carry out Prison Work and/or Prison Industries;
"Works"	means the works associated with or ancillary to the operation of the Prison and the provision of the Property and Facilities Management Services including any equivalent works falling within the scope of the works described in Schedule 11 (Property and Facilities Management) and/or meeting the obligations of clause 10 (Duties Under CDM Regulations) ;
"Year"	means a calendar year unless otherwise specified; and
"YOI Rules"	means the Young Offender Institution Rules 2000, as amended.