

# A Contract for Prison Catering Services

Between

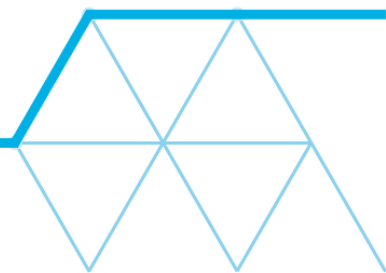
The Secretary of State for Justice

And

Aramark Limited

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**This contract is dated:** 01 December 2022

**PARTIES:**

- (1) THE SECRETARY OF STATE FOR JUSTICE of 102 Petty France, London, SW1H 9AJ acting as part of the Crown (the “**Authority**”);

**AND**

- (2) ARAMARK LIMITED with registered company number 00983951 whose registered office is Ascent 4, Farnborough Aerospace Centre, Farnborough GU14 6XN (the “**Supplier**”)

(each a “**Party**” and together the “**Parties**”).

**WHEREAS**

- A. Following a negotiation, the Authority wishes to appoint the Supplier to provide Prison catering services, to include Prisoner, Staff, Visitor catering, prisoner assistance and training at four of its public sector Prisons and the Supplier agrees to provide those services in accordance with these terms and conditions;

**NOW IT IS HEREBY AGREED:**

**A GENERAL**

**A1 Definitions and Interpretation**

Unless the context otherwise requires the following terms shall have the meanings given to them below:

“**Affected Party**” means the Party seeking to claim relief in respect of a Force Majeure Event.

“**Affiliate**” means in relation to a body corporate, any other entity which directly or indirectly Controls is Controlled by, or is under direct or indirect common Control with, that body corporate from time to time.

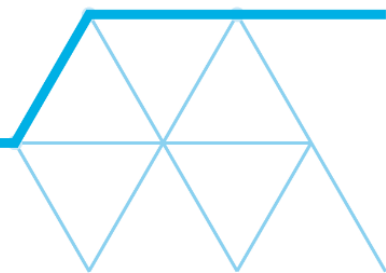
“**Approval**” and “**Approved**” means the prior written consent of the Authority.

“**Associated Person**” means as it is defined in section 44(4) of the Criminal Finances Act 2017.

“**Authorised Representative**” means the Authority representative named in a CCN who is authorised to approve Changes.

“**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 Supplier by or on behalf of the Authority; or (ii)



which the Supplier is required to generate, process, store or transmit pursuant to the Contract; or

- (b) any Personal Data for which the Authority is the Controller.

**“Authority Premises”** means any premises owned, occupied or controlled by the Authority or any other Crown Body which are made available for use by the Supplier or its Sub-Contractors for provision of the Services.

**“Authority Software”** means software which is owned by or licensed to the Authority (other than under or pursuant to the Contract) and which is or will be used by the Supplier for the purposes of providing the Services.

**“Authority System”** means the Authority’s computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Authority or the Supplier in connection with the Contract which is owned by or licensed to the Authority by a third party and which interfaces with the Supplier System or which is necessary for the Authority to receive the Services.

**“Baseline Security Requirements”** means the security requirements in annexe 1 of Schedule 6.

**“Basware”** means Basware eMarketplace, the procurement software used by the Authority for its financial transactions.

**“BPSS”** means the Government’s Baseline Personnel Security Standard for Government employees.

**“Breach of Security”** means an occurrence of:

- (a) any unauthorised access to or use of the ICT Environment and/or any Information Assets and/or Authority Data (including Confidential Information) in connection with the Contract;
- (b) the loss (physical or otherwise) and/or unauthorised disclosure of any Information Assets and/or Authority Data (including Confidential Information) in connection with the Contract, including copies; and/or
- (c) any part of the Supplier System ceasing to be compliant with the Certification Requirements

**“BS 8555”** means the standard published to help organisations improve their environmental performance by the British Standards Institution.

**“BCDR Plan” / “Business Continuity Disaster Recovery Plan”** the plan provided and containing the required information as set out in Schedule 13; **“CCN”** means a contract change notice in the form set out in Schedule 3.

**“Certification Requirements”** means the requirements set out in paragraph 5.1 of Schedule 6.

**“CESG”** means the Government’s Communications Electronics Security Group.

**“Change”** means a change in any of the terms or conditions of the Contract.



**“Change in Law”** means any change in Law which affects the performance of the Services which comes into force after the Commencement Date, for example any change in National Living Wage.

**“Commencement Date”** means the date specified in clause A5.1.

**“Commercially Sensitive Information”** means the information listed in Schedule 4 comprising the information of a commercially sensitive nature relating to:

- (a) the Price; and/or
- (b) the Supplier’s business and investment plans

which the Supplier has informed the Authority would cause the Supplier significant commercial disadvantage or material financial loss if it was disclosed.

**“Comparable Supply”** means the supply of services to another customer of the Supplier which are the same or similar to any of the Services.

**“Confidential Information”** means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person or trade secrets or Intellectual Property Rights of either Party and all Personal Data. Confidential Information shall not include information which:

- (a) was public knowledge at the time of disclosure otherwise than by breach of clause E4;
- (b) was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
- (c) is received from a third party (who lawfully acquired it) without restriction as to its disclosure; or
- (d) is independently developed without access to the Confidential Information.

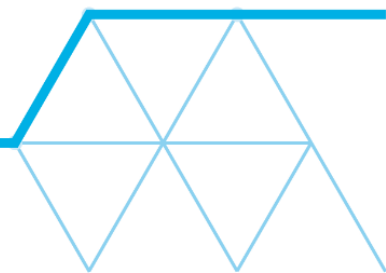
**“Contract”** means these terms and conditions, the attached Schedules and any other provisions the Parties expressly agree are included.

**“Contract Manager”** means Staff employed directly by the Authority or the Supplier to ensure the smooth running of the Contract and resolve any Contractual issues. Referred to as either the Authority’s Contract Manager or the Supplier’s Contract Manager to distinguish roles.

**“Contracting Authority”** means any contracting authority (other than the Authority) as defined in regulation 3 of the Regulations.

**“Contracts Finder”** means the Government’s portal for public sector procurement opportunities.

**“Control”** means that a person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and **“Controls”** and **“Controlled”** are interpreted accordingly.



**“Controller”** means, where Personal Data is being processed for Law Enforcement Purposes, as it is defined in the LED; and in all other circumstances, as it is defined in the GDPR.

**“Copyright”** means as it is defined in s.1 of Part 1 Chapter 1 of the Copyright, Designs and Patents Act 1988.

**“Crown”** means the government of the United Kingdom (including the Northern Ireland Executive Committee and Northern Ireland Departments, the Scottish Executive and the National Assembly for Wales), including, but not limited to, Government ministers, Government departments, Government offices and Government agencies and **“Crown Body”** is an emanation of the foregoing.

**“Data Loss Event”** means any event which results, or may result, in unauthorised access to Personal Data held by the Supplier under the Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of the Contract, including any Personal Data.

**“Data Protection Impact Assessment”** means an assessment by the Controller of the effect of the envisaged processing on the protection of Personal Data.

**“Data Protection Legislation”** means:

- (a) the GDPR, the LED and applicable implementing Laws;
- (b) the DPA to the extent that it relates to the processing of Personal Data and privacy; and
- (c) all applicable Laws relating to the processing of Personal Data and privacy.

**“Data Protection Officer”** means as it is defined in the GDPR.

**“Data Subject”** means as it is defined in the GDPR.

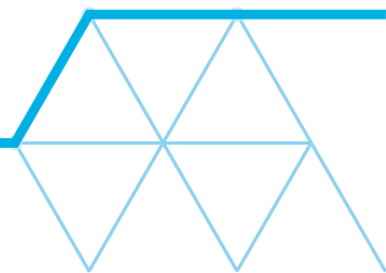
**“Data Subject Request”** means a request made by or on behalf of a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.

**“Database Rights”** means as rights in databases are defined in s.3A of Part 1 Chapter 1 of the Copyright, Designs and Patents Act 1988.

**“Default”** means any breach of the obligations or warranties of the relevant Party (including abandonment of the Contract in breach of its terms, repudiatory breach or breach of a fundamental term) or any other default, act, omission, negligence or statement of the relevant Party or the Staff in connection with the subject-matter of the Contract and in respect of which such Party is liable to the other.

**“Disaster”** the occurrence of one or more events which, either separately or cumulatively, mean that the Services, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable).

**“DOTAS”** means the Disclosure of Tax Avoidance Schemes rules which require a promotor 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 and as extended to NICs by the National Insurance (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.

**“DPA”** means the Data Protection Act 2018.

**“EIR”** means the Environmental Information Regulations 2004 (SI 2004/3391) and any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such regulations.

**“End Date”** means the date specified in clause A5.1.

**“Equipment”** means the Supplier’s equipment, consumables, plant, materials and such other items supplied and used by the Supplier in the delivery of the Services.

**“Exit Day”** means as it is defined in the European Union (Withdrawal) Act 2018.

**“Extension”** means as it is defined in clause A5.2.

**“Financial Year”** means the period from 1<sup>st</sup> April each year to the 31<sup>st</sup> March the following year.

**“FOIA”** means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation.

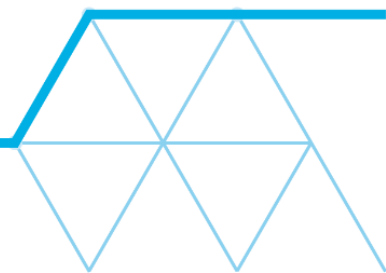
**“Food Service Facilities”** means those areas, improvements, and facilities at the Premises provided by the Authority and used by The Supplier in the course of providing the Services

**“Force Majeure Event”** means any event outside the reasonable control of either Party affecting its performance of its obligations under the Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party, including acts of God, riots, war or armed conflict, acts of terrorism, acts of Government, local government or regulatory bodies, for flood, storm or earthquake, or disaster but excluding any industrial dispute relating to the Supplier or the Staff or any other failure in the Supplier’s supply chain caused by the Covid 19 pandemic or the United Kingdom’s exit from the EU.

**“GDPR”** means the retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679), as transposed into UK Law by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019.

**“General Anti-Abuse Rule”** means:

- (d) the legislation in Part 5 of the Finance Act 2013; and
- (e) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid NICs.





**“General Change in Law”** means a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply.

**“Good Industry Practice”** means standards, practices, methods and procedures conforming to the Law and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances.

**“Government”** means the government of the United Kingdom.

**“Government Buying Standards”** means the standards published here:

<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>

**“Governor”** means a member of Prison Staff who has overall authority of the individual Prison.

**“Greening Government Commitments”** means the Government’s policy to reduce its effects on the environment, the details of which are published here:

<https://www.gov.uk/government/collections/greening-government-commitments>

**“Guests”** means those invited into the Prison by authorised Prison Staff for any purpose permitted by the Authority.

**“Halifax Abuse Principle”** means the principle explained in the CJEU Case C-255/02 Halifax and others.

**“HMPPS”** or **“Her Majesty’s Prison and Probation Service”** means an agency made up of Her Majesty’s Prison Service, the Probation Service and a headquarters.

**“HMRC”** means HM Revenue & Customs.

**“ICT Environment”** means the Authority System and the Supplier System

**“Improvement Plan”** - a plan, with targets and timescales, agreed by the Supplier and the Authority, as detailed at clause F1.11.

**“Information”** has the meaning given under section 84 of the FOIA.

**“Information Assets”** means definable pieces of information stored in any manner which are determined by the Authority to be valuable and relevant to the Services.

**“Information Security Policy Framework”** available at:

[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/996355/information-security-pf.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/996355/information-security-pf.pdf)

**“Initial Term”** means the period from the Commencement Date to the End Date.



**“Intellectual Property Rights”** means patents, utility models, inventions, trademarks, service marks, logos, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, plant variety rights, Know-How, trade or business names, moral rights and other similar rights or obligations whether registrable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off.

**“ISMS”** means the Supplier’s information and management system and processes to manage information security as set out in paragraph 2.3 of Schedule 6.

**“ISO 14001”** means the family of standards related to environmental management published by the International Organisation for Standardisation.

**“IT Health Check”** means penetration testing of systems under the Supplier’s control on which Information Assets and/or Authority Data are held which are carried out by reputable third parties.

**“ITEPA”** means the Income Tax (Earnings and Pensions) Act 2003.

**“ITT”** or **“Invitation to Tender”** means the tender process and pack containing all documentation needed to allow Bidders to submit their Tender.

**“Key Personnel”** mean the people named in the Specification as key personnel, if any.

**“Know-How”** means all information not in the public domain held in any form (including without limitation that comprised in or derived from drawings, data formulae, patterns, specifications, notes, samples, chemical compounds, biological materials, computer software, component lists, instructions, manuals, brochures, catalogues and process descriptions and scientific approaches and methods).

**“KPI”** or **Key Performance Indicator”** means a performance measure that the Supplier will be assessed on over the Term.

**“Law”** means any law, statute, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, right within the meaning of Section 4(1) EU Withdrawal Act 2018 as amended by EU (Withdrawal Agreement) Act 2020, 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 Supplier is bound to comply.

**“Law Enforcement Purposes”** means as it is defined in the DPA.

**“LED”** means the Law Enforcement Directive (Directive (EU) 2016/680).

**“Losses”** means losses, liabilities, damages, costs, fines and expenses (including legal fees on a solicitor/client basis) and disbursements and costs of investigation, litigation, settlement, judgment interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty or otherwise.

**“Management Information”** or **“MI”** means information to be provided by the Supplier and submitted to the Authority to allow for assessment of the KPIs and ensure contractual compliance.

**“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.

**“Material Breach”** means a breach (including an anticipatory breach):

- (a) which has a material effect on the benefit which the Authority would otherwise derive from a substantial or material portion of the Contract; or
- (b) of any of the obligations set out in clauses D1, D2, D3, D4, G3, I4 or paragraph 9 of Schedule 8.

**“Modern Slavery Helpline”** means the point of contact for reporting suspicion, seeking help or advice and information on the subject of modern slavery available by telephone on 08000 121 700 or online at:

*<https://www.modernslaveryhelpline.org/report>*

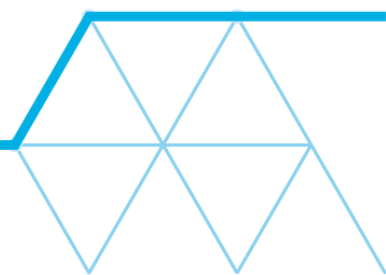
**“Month”** means calendar month.

**“MSA”** means the Modern Slavery Act 2015.

**“NICs”** means National Insurance Contributions.

**“Occasion of Tax Non-Compliance”** means:

- (a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of:
  - i) a Relevant Tax Authority successfully challenging the Supplier 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 Supplier was involved in, and which was, or should have been, notified to the Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or
- (b) any tax return of the Supplier 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.



**"Open Book Data"** means complete and accurate financial and non-financial information which is sufficient to enable the Authority to verify:

- (a) the Price already paid or payable and the Price forecast to be paid during the remainder of the Term;
- (b) the Supplier's costs and manpower resources broken down against each element of the Services;
- (c) the cost to the Supplier of engaging the Staff, including base salary, tax and pension contributions and other contractual employment benefits; and
- (d) operational costs which are not included within the above, to the extent that such costs are necessary and properly incurred by the Service Provider in the delivery of the Services;
- (e) all interest, expenses and any other third-party financing costs incurred in relation to the provision of the Services; and
- (f) the profit achieved over the Term and annually

**"Personal Data"** means as it is defined in the GDPR.

**"Personal Data Breach"** means as it is defined in the GDPR.

**"Premises"** means the location where the Services are to be supplied as set out in the Specification and includes HMP Bullingdon, HMP Birmingham, HMP Erlestoke, HMP Wymott.

**"Price"** means the price (excluding any applicable VAT) payable to the Supplier by the Authority under the Contract, as set out in Schedule 2 for the full and proper performance by the Supplier of its obligations under the Contract.

**"Prison"** means a secure site operated by, or on behalf of, the Authority for the purpose of detaining those who have been held in custody.

**"Prisoner"** means those individuals held in Prison by the Authority by way of an order from a court of relevant jurisdiction.

**"Prisoner Catering Price"** means the Price of the prisoner catering aspects of the Services provided at the Prison Premises of HMP Birmingham and HMP Bullingdon.

**"Prison Premises"** means the location of and area within which the Prison operates.

**"Prison Representative"** means a nominated representative from each Prison site who has the authority to liaise with the Supplier and make decisions on behalf of the individual Prison.

**"Prison Staff"** means Staff employed directly by the Authority



**“Processor”** means, where Personal Data is being processed for Law Enforcement Purposes, as it is defined in the LED; and in all other circumstances, as it is defined in GDPR.

**“Prohibited Act”** means:

- (a) to directly or indirectly offer, promise or give any person working for or engaged by the Authority a financial or other advantage to:
  - i) induce that person to perform improperly a relevant function or activity; or
  - ii) reward that person for improper performance of a relevant function or activity;
- (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with the Contract;
- (c) an offence:
  - i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act;
  - ii) under legislation or common law concerning fraudulent acts (including offences by the Supplier under Part 3 of the Criminal Finances Act 2017); or
  - iii) the defrauding, attempting to defraud or conspiring to defraud the Authority;
- (d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct has been carried out in the UK.

**“Property”** means the property, other than real property, made available to the Supplier by the Authority in connection with the Contract.

**“Protective Measures”** means appropriate technical and organisational measures 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 measures adopted.

**“PSI 07/2016”** is the Prison Service Instruction published on 26<sup>th</sup> October 2016 relating to the searching of the person as amended from time to time and available at:

<https://www.gov.uk/government/publications/procedures-for-searching-people-psi-072016>

**“PSI 10/2012”** is the Prison Service Instruction published on 26 March 2012 relating to the Conveyance and Possession of Prohibited Items and other Related Offences as amended from time to time and available at:

<https://www.gov.uk/government/publications/controlling-banned-prohibited-items-psi-102012>



**"PSI 07/2014"** is the Prison Service Instruction published on 2nd June 2014 relating to security vetting as amended from time to time and available at:

<https://www.gov.uk/government/publications/security-vetting-psi-072014-pi-032014>

**"Purchase Order"** the Authority's order for the supply of the Services.

**"Quality Standards"** means the quality standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardization or other reputable or equivalent body (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with, and as may be further detailed in Schedule 1.

**"Reconciliation"** means any deduction specified in clause H11 (Vacancy Reconciliation) as being payable by the Supplier to the Authority in respect of any failure by the Supplier to meet the resource levels specified in Schedule 12 – Resource Levels;

**"Rectification Plan"** means the Supplier's plan (or revised plan) to rectify its breach using the template in Schedule 10 (Rectification Plan Template) which shall include:

- a) full details of the Default that has occurred, including a root cause analysis;
- b) the actual or anticipated effect of the Default; and
- c) the steps which the Supplier proposes to take to rectify the Default (if applicable) and to prevent such Default from recurring, including timescales for such steps and for the rectification of the Default (where applicable);

**"Rectification Plan Process"** the process set out at clause F1.8-F1.10 (Rectification Plan Process);

**"Regional Catering Manager"** means Staff employed directly by the Authority, who work with Prisons and help to ensure best catering practices are followed and ensure compliance against relevant standards and regulations.

**"Regulations"** means the Public Contract Regulations 2015 (SI 2015/102).

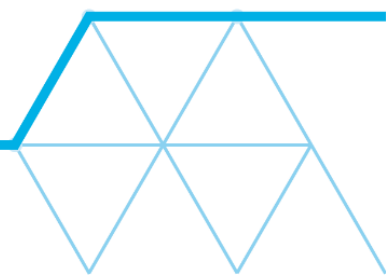
**"Regulator Correspondence"** means any correspondence from the Information Commissioner's Office, or any successor body, in relation to the processing of Personal Data under the Contract.

**"Regulatory Body"** means a Government department and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in the Contract or any other affairs of the Authority.

**"Relevant Conviction"** means a conviction that is relevant to the nature of the Services or as listed by the Authority and/or relevant to the work of the Authority.

**"Related Supplier"** means

- (a) any person who provides services to the Authority which is related to the Services from time to time; and/or



(b) any providers of other services, works or supplies to the Authority's Premises;

**"Relevant Requirements"** means all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010.

**"Relevant Tax Authority"** means HMRC or, if applicable, a tax authority in the jurisdiction in which the Supplier is established.

**"Replacement Supplier"** means any third-party supplier appointed by the Authority (where the Authority is providing Replacement Services, shall also include the Authority) to supply any services which are substantially similar to any of the Services in substitution for any of the Services following the expiry, termination or partial termination of the Contract

**"Request for Information"** means a request for information under the FOIA or the EIR.

**"Results"** means any guidance, specifications, reports, studies, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models, designs or other material which is:

- a) prepared by or for the Supplier for use in relation to the performance of its obligations under the Contract; or
- b) the result of any work done by the Supplier or any Staff in relation to the provision of the Services.

**"Returning Employees"** means those persons agreed by the Parties to be employed by the Supplier (and/or any Sub-Contractor) wholly or mainly in the supply of the Services immediately before the end of the Term.

**"Security Plan"** means the plan prepared by the Supplier which includes the matters in paragraph 3.2 of Schedule 6.

**"Security Policy Framework"** means the Government's Security Policy Framework (available from the Cabinet Office's Government Security Secretariat) as updated from time to time.

**"Security Test"** means a test carried out by the Supplier, the Authority or a third party to validate the ISMS and the security of all relevant processes and systems on which Information Assets and/or Authority Data are held.

**"Services"** shall mean each of the "Prisoner Catering Services" (as such term is defined at Part 1 to Schedule 1) and the "Staff and Visitor Services" (as such term is defined at Part 2 to Schedule 1) as set out in Schedule 1 (including any modified or alternative services).

**"SLA" or "Service Level Agreement"** means information pertaining to the specific Service each individual Prison requires.

**"SME"** means an enterprise falling within the category of micro, small and medium-sized enterprises defined by the European Commission's Recommendation of 6 May 2003 available at:

<http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2003:124:0036:0041:en:PDF>





**“Specific Change in Law”** means a Change in Law that relates specifically to the business of the Authority and which would not affect a Comparable Supply.

**“Specification”** means the description of the Services to be supplied under the Contract as set out in Schedule 1 including, where appropriate, the Key Personnel, the Premises and the Quality Standards.

**“SSCBA”** means the Social Security Contributions and Benefits Act 1992.

**“Staff”** means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any of its Sub-Contractors engaged in the performance of the Supplier’s obligations under the Contract.

**“Staff Mess”** means the location within the Prison Premises where catering services are run for Prison Staff, Guests and Contractors. This may be in the same location as the Visit Hall.

**“Sub-Contract”** means a contract between two or more suppliers, at any stage of remoteness from the Authority in a sub-contracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of the Contract and **“Sub-Contractor”** shall be construed accordingly.

**“Sub-processor”** means any third party appointed to process Personal Data on behalf of the Supplier related to the Contract.

**“Supplier Software”** means software which is proprietary to the Supplier, including software which is or will be used by the Supplier for the purposes of providing the Services and which is set out in Schedule 5.

**“Supplier System”** means the information and communications technology system used by the Supplier in performing the Services including the Software, the Equipment and related cabling (but excluding the Authority System).

**“Tender”** means the Supplier’s tender submitted in response to the Authority’s invitation to suppliers for offers to supply the Services.

**“Term”** means the period from the Commencement Date to:

- (a) the End Date; or
- (b) following an Extension, the end date of the Extension

or such earlier date of termination or partial termination of the Contract in accordance with the Law or the Contract.

**“Termination Sum”** means the total sum of any of the following sums paid to those employees of the Supplier, who work directly on the Premises, as a direct result of termination of this Contract;

- (i) any redundancy payment; and
- (ii) in respect of an employee who transferred to the Supplier under TUPE on transfer of the Services (or any part of the Services) to the Supplier from a previous supplier, 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 Supplier as a net present value compared to the benefit payable on termination of employment without redundancy),

provided that such employee was entitled to such contractual redundancy payment immediately prior to his or her transfer to Aramark under TUPE and provided that Aramark has made reasonable efforts to redeploy such employees;

**“Third Party IP Claim”** has the meaning given to it in clause E8.5.

**“Third Party Software”** means software which is proprietary to any third party which is or will be used by the Supplier to provide the Services including the software and which is specified as such in Schedule 5.

**“TUPE”** means the Transfer of Undertakings (Protection of Employment) Regulations 2006.

**“TUPE Information”** means the information set out in clause B10.1.

**“Valid Invoice”** means an invoice containing the information set out in clause C1.3 or C1.4.

**“VAT”** means value added tax charged or regulated in accordance with 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.

**“Visit Hall”** means the location within the Prison Premises where catering services are run for Visitors. This may be in the same location as the Staff Mess.

**“Visitors”** means individuals visiting Prisoners during approved visiting hours.

**“Vulnerability Correction Plan”** means a remedial plan prepared by the Supplier to address vulnerabilities identified in an IT Health Check report.

**“Welsh Language Scheme”** means the Authority’s Welsh language scheme as amended from time to time and available at:

<http://www.justice.gov.uk/publications/corporate-reports/moj/2010/welsh-language-scheme>

**“Working Day”** means a day (other than a Saturday or Sunday) on which banks are open for general business in the City of London.

In the Contract, unless the context implies otherwise:

- (a) the singular includes the plural and vice versa unless the context requires otherwise;
- (b) words importing the masculine include the feminine and the neuter;
- (c) reference to a clause is a reference to the whole of that clause unless stated otherwise;



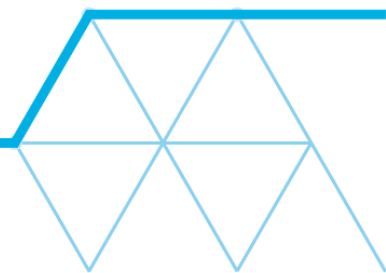
- (d) references to a person include natural persons, a company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or central Government body;
- (e) the words “other”, “in particular”, “for example”, “including” and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words “without limitation”;
- (f) headings are included for ease of reference only and shall not affect the interpretation or construction of the Contract;
- (g) the Schedules form an integral part of the Contract and have effect as if set out in full in the body of the Contract. A reference to the Contract includes the Schedules;
- (h) a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
- (i) references to the Contract are references to the Contract as amended from time to time; and
- (j) any reference in the Contract which immediately before Exit Day was a reference to (as it has effect from time to time):
  - (i) any EU regulation, EU decision, EU tertiary legislation or provision of the European Economic Area (“**EEA**”) agreement (“**EU References**”) which is to form part of domestic law by application of section 3 of the European Union (Withdrawal) Act 2018 shall be read as a reference to the EU References as they form part of domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and
  - (ii) any EU institution or EU authority or other such EU body shall be read as a reference to the UK institution, authority or body to which its functions were transferred.

## **A2 Authority Obligations**

- A2.1 Save as otherwise expressly provided, the Authority’s obligations under the Contract are the Authority’s obligations in its capacity as a contracting counterparty and nothing in the Contract operates as an obligation upon, or in any other way fetters or constrains, the Authority in any other capacity.

## **A3 Supplier’s Status**

- A3.1 The Supplier is an independent contractor and nothing in the Contract creates a contract of employment, a relationship of agency or partnership or a joint venture between the Parties and accordingly neither Party is authorised to act in the name of, or on behalf of, or otherwise bind the other Party save as expressly permitted by the Contract.



- A3.2 The Supplier shall not (and shall ensure that any other person engaged in relation to the Contract shall not) say or do anything that might lead another person to believe that the Supplier is acting as the agent or employee of the Authority.

#### **A4 Mistakes in Information**

The Supplier is responsible for the accuracy of all drawings, documentation and information supplied to the Authority by the Supplier in connection with the Services and shall pay the Authority any extra costs occasioned by any discrepancies, errors or omissions therein.

#### **A5 Term**

- A5.1 The Contract starts on 1st December 2022 (the “**Commencement Date**”) and ends on 3<sup>rd</sup> January 2026 (the “**End Date**”) unless it is terminated early or extended in accordance with the Contract.

- A5.2 Not used

- A5.3 The Supplier shall provide the Services to each Prison in accordance with the Expected Service Commencement timetable;

HMP Bullingdon – 1<sup>st</sup> December 2022  
HMP Birmingham – 4<sup>th</sup> January 2023  
HMP Erlestoke – 4<sup>th</sup> January 2023  
HMP Wymott – 4<sup>th</sup> January 2023

(“Expected service commencement timetable”)

## **B. THE SERVICES**

#### **B1 Basis of the Contract**

- B1.1 In consideration of the Supplier’s performance of its obligations under the Contract the Authority shall pay the Supplier the Price in accordance with clause C1.
- B1.2 The terms and conditions in the Contract apply to the exclusion of any other terms and conditions the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

#### **B2 Delivery of the Services**

- B2.1 The Supplier shall at all times comply with the Quality Standards and, where applicable, shall maintain accreditation with the relevant Quality Standards authorisation body. To the extent that the standard of the Service has not been specified in the Contract, the Supplier shall agree the relevant standard of the Services with the Authority prior to the supply of the Services and, in any event, the Supplier shall perform its obligations under the Contract in accordance with the Law and Good Industry Practice.



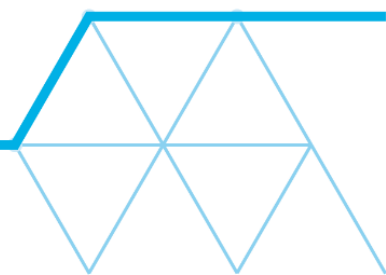
- B2.2 The Supplier acknowledges that the Authority relies on the skill and judgment of the Supplier in the supply of the Services and the performance of the Supplier's obligations under the Contract.
- B2.3 The Supplier shall:
- (a) ensure that all Staff supplying the Services do so with all due skill, care and diligence and shall possess such qualifications, skills and experience as are necessary for the proper supply of the Services;
  - (b) ensure that all Staff are properly managed and supervised; and
  - (c) comply with the standards and requirements set out in Schedule 8.
- B2.4 If the Specification includes installation of equipment the Supplier shall notify the Authority in writing when it has completed installation. Following receipt of such notice, the Authority shall inspect the installation and shall, by giving notice to the Supplier:
- (a) accept the installation; or
  - (b) reject the installation and inform the Supplier why, in the Authority's reasonable opinion, the installation does not satisfy the Specification.
- B2.5 If the Authority rejects the installation pursuant to clause B2.4 (b), the Supplier shall immediately rectify or remedy any defects and if, in the Authority's reasonable opinion, the installation does not, within 2 Working Days or such other period agreed by the Parties, comply with the Specification, the Authority may terminate the Contract with immediate effect.
- B2.6 The installation is complete when the Supplier receives a notice issued by the Authority in accordance with clause B2.4 (a). Notwithstanding acceptance of any installation in accordance with clause B2.4 (a), the Supplier is solely responsible for ensuring that the Services and the installation conform to the Specification. No rights of estoppel or waiver shall arise as a result of the acceptance by the Authority of the installation.
- B2.7 During the Term, the Supplier shall:
- (a) at all times have all licences, approvals and consents necessary to enable the Supplier and Staff to carry out the installation;
  - (b) provide all tools and equipment (or procure the provision of all tools and equipment) necessary for completion of the installation;
  - (c) not, in delivering the Services, in any manner endanger the safety or convenience of the public.
- B2.8 The Authority may inspect the manner in which the Supplier supplies the Services at the Premises during normal business hours on reasonable notice. The Supplier shall provide at its own cost all such facilities as the Authority may reasonably require for such inspection. In this clause B2, Services include planning or preliminary work in connection with the supply of the Services.



- B2.9 If reasonably requested to do so by the Authority, the Supplier shall co-ordinate its activities in supplying the Services with those of the Authority and other contractors engaged by the Authority.
- B2.10 Timely supply of the Services is of the essence of the Contract, including in relation to commencing the supply of the Services within the time agreed or on a specified date. The Key Performance Indicators as outlined in Schedule 1 shall be used to measure timely supply.
- B2.11 If the Authority informs the Supplier in writing that the Authority reasonably believes that any part of the Services do not meet the requirements of the Contract or differs in any way from those requirements, and this is not as a result of a default by the Authority, the Supplier shall at its own expense re-schedule and carry out the Services in accordance with the requirements of the Contract within such reasonable time as may be specified by the Authority.
- B2.12 If, in delivering the Services, the Supplier is required to visit Authority Premises which are prisons, the Supplier shall comply with Schedule 7.

### **B3 Equipment**

- B3.1 The Supplier may provide Equipment and resource necessary for the supply of the Services.
- B3.2 The Supplier shall not deliver any Equipment to, or begin any work on, the Premises without Approval.
- B3.3 All Equipment brought onto the Premises is at the Supplier's own risk and the Authority has no liability for any loss of or damage to any Equipment unless the Supplier demonstrates that such loss or damage was caused or contributed to by the Authority's Default. The Supplier shall provide for the haulage or carriage thereof to the Premises and the removal of Equipment when no longer required at its sole cost.
- B3.4 Equipment brought onto the Premises by the Supplier remains the property of the Supplier.
- B3.5 The Authority reimburses the cost of any Equipment to the Supplier the Equipment shall become the property of the Authority and shall on request be delivered to the Authority as directed by the Authority. The Supplier shall keep a full and accurate inventory of such Equipment and deliver that inventory to the Authority on request and on completion of the Services.
- B3.6 The Supplier shall maintain all Equipment in a safe, serviceable and clean condition.
- B3.7 The Supplier shall, at the Authority's written request, at its own cost and as soon as reasonably practicable:
- (a) remove immediately from the Premises Equipment which is, in the Authority's opinion, hazardous, noxious or not supplied in accordance with the Contract; and
  - (b) replace such item with a suitable substitute item of Equipment.



- B3.8 Within 20 Working Days of the end of the Term, the Supplier shall remove the Equipment together with any other materials used by the Supplier to supply the Services and shall leave the Premises in a clean, safe and tidy condition. The Supplier shall make good any damage to those Premises and any fixtures and fitting in the Premises which is caused by the Supplier or Staff.

## **B4 Key Personnel**

- B4.1 The Supplier acknowledges that Key Personnel are essential to the proper provision of the Services.
- B4.2 Key Personnel shall not be released from supplying the Services without Approval except by reason of long-term sickness, maternity leave, paternity leave or termination of employment or other similar extenuating circumstances.
- B4.3 The Authority may interview and assess any proposed replacement for Key Personnel and any replacements to Key Personnel are subject to Approval. Such replacements shall be of at least equal status, experience and skills to Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.
- B4.4 The Authority shall not unreasonably withhold approval under clauses B4.2 or B4.3 and such approval is conditional on appropriate arrangements being made by the Supplier to minimise any adverse effect on the Services which could be caused by a change in Key Personnel.

## **B5 Staff**

- B5.1 The Authority may, by notice to the Supplier, refuse to admit onto, or withdraw permission to remain on, the Authority's Premises
- (a) any member of the Staff; or
  - (b) any person employed or engaged by any member of the Staff
- whose admission or continued presence would, in the Authority's reasonable opinion, be undesirable.
- B5.2 The Authority shall maintain the security of the Authority's Premises in accordance with its standard security requirements, including Prison Rules 1999 Part III, the Prison (Amendment) Rules 2005, the Young Offender Institute Rules 2000 Part III and the Young Offender Institute (Amendment) Rules 2008, available to the Supplier on request. The Supplier shall comply with all security requirements of the Authority while on the Authority's Premises and ensure that all Staff comply with such requirements.
- B5.3 The Authority may search any persons or vehicles engaged or used by the Supplier at the Authority's Premises.
- B5.4 At the Authority's written request, the Supplier shall, at its own cost, provide a list of the names, addresses, national insurance numbers and immigration status of all people who may require admission to the Authority's Premises, specifying the capacities in which they are concerned with the Contract and giving such other particulars as the Authority may reasonably request.



- B5.5 The Supplier shall ensure that all Staff who have access to the Authority's Premises, the Authority System or the Authority Data have been cleared in accordance with the BPSS.
- B5.6 The Supplier shall co-operate with any investigation relating to security carried out by the Authority or on behalf of the Authority and, at the Authority's request:
- (a) use reasonable endeavours to make available any Staff requested by the Authority to attend an interview for the purpose of an investigation; and
  - (b) provide documents, records or other material in whatever form which the Authority may reasonably request, or which may be requested on the Authority's behalf, for the purposes of an investigation.
- B5.7 The Supplier shall comply with PSI 10/2012 as amended from time to time and available from the Authority on request.
- B5.8 If the Authority reasonably believes that a member of Staff engaged in the provision of the Services is unsuitable to undertake work in respect of this Contract, it may, by giving written notice to the Supplier:
- (a) refuse admission to the relevant person(s) to the Premises;
  - (b) direct the Supplier to immediately end the involvement in the provision of the Services of the relevant person(s); and/or
  - (c) require that the Supplier replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by the Authority to the person removed is surrendered, and the Supplier shall comply with any such notice.

All costs borne out of this replacement will be met by the Supplier.

## **B6 Due Diligence**

Save as the Authority may otherwise direct, the Supplier is deemed to have inspected the Premises before submitting its Tender and to have completed due diligence in relation to all matters connected with the performance of its obligations under the Contract.

## **B7 Licence to Occupy**

- B7.1 Any land or Premises made available from time to time to the Supplier by the Authority in connection with the Contract are on a non-exclusive licence basis free of charge and are used by the Supplier solely for the purpose of performing its obligations under the Contract. The Supplier has the use of such land or Premises as licensee and shall vacate the same on termination of the Contract.
- B7.2 The Supplier shall limit access to the land or Premises to such Staff as is necessary for it to perform its obligations under the Contract and the Supplier shall co-operate (and ensure that its Staff co-operate) with other persons working concurrently on such land or Premises as the Authority may reasonably request.





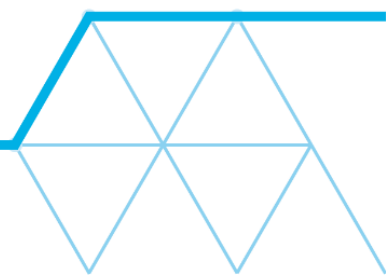
- B7.3 If the Supplier requires modifications to the Authority's Premises such modifications are subject to Approval and shall be carried out by the Authority at the Supplier's cost.
- B7.4 The Supplier shall (and shall ensure that any Staff on the Authority's Premises shall) observe and comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time for the conduct of personnel when on the Authority's Premises as determined by the Authority.
- B7.5 The Contract does not create a tenancy of any nature in favour of the Supplier or its Staff and no such tenancy has or shall come into being and, notwithstanding any rights granted pursuant to the Contract, the Authority may use the Premises owned or occupied by it in any manner it sees fit.

## **B8 Property**

- B8.1 All Property is and remains the property of the Authority and the Supplier irrevocably licenses the Authority and its agents to enter any Premises of the Supplier during normal business hours on reasonable notice to recover any such Property.
- B8.2 The Supplier does not have a lien or any other interest on the Property and the Supplier at all times possesses the Property as fiduciary agent and bailee of the Authority. The Supplier shall take all reasonable steps to ensure that the title of the Authority to the Property and the exclusion of any such lien or other interest are brought to the notice of all Sub-Contractors and other appropriate persons and shall, at the Authority's request, store the Property separately and ensure that it is clearly identifiable as belonging to the Authority.
- B8.3 The Property is deemed to be in good condition when received by or on behalf of the Supplier unless the Supplier notifies the Authority otherwise within 5 Working Days of receipt.
- B8.4 The Supplier shall maintain the Property in good order and condition (excluding fair wear and tear) and shall use the Property solely in connection with the Contract and for no other purpose without Approval.
- B8.5 The Supplier shall ensure the security of all the Property whilst in its possession, either on the Premises or elsewhere during the supply of the Services, in accordance with the Authority's reasonable security requirements as required from time to time.
- B8.6 The Supplier is liable for all loss of or damage to the Property, to the extent such damage was directly attributable to the Supplier's negligent action or inaction. The Supplier shall inform the Authority immediately of becoming aware of any defects appearing in, or losses or damage occurring to, the Property.

## **B9 Offers of Employment**

- B9.1 Neither Party shall, directly or indirectly, solicit or procure (otherwise than by general advertising or under TUPE, any employees or contractors (including the Staff) of the other Party who are directly employed or engaged in connection with the provision of the Services while such persons are employed or engaged and for a period of 6 Months thereafter.





- B9.2 If either Party breaches the clause B9.1, it shall pay the other Party a sum equivalent to 20% of the annual base salary payable by the Party in breach in respect of the first year of person's employment.
- B9.3 The Parties hereby agree that the sum specified in clause B9.2 is a reasonable pre-estimate of the loss and damage which the Party not in breach would suffer if there was a breach of clause B9.1.

## **B10 Employment**

- B10.1 No later than 12 Months prior to the end of the Term, the Supplier shall fully and accurately disclose to the Authority all information the Authority may reasonably request in relation to the Staff including the following:
- (a) the total number of Staff whose employment/engagement terminates at the end of the Term, save for any operation of Law;
  - (b) the age, gender, salary or other remuneration, future pay settlements and redundancy and pensions entitlement of the Staff referred to in clause B10.1 (a);
  - (c) the terms and conditions of employment/engagement of the Staff referred to in clause B10.1 (a), their job titles and qualifications;
  - (d) their immigration status;
  - (e) details of any current disciplinary or grievance proceedings ongoing or circumstances likely to give rise to such proceedings and details of any claims current or threatened; and
  - (f) details of all collective agreements with a brief summary of the current state of negotiations with any such bodies and with details of any current industrial disputes and claims for recognition by any trade union.
- B10.2 At intervals determined by the Authority (which shall not be more frequent than once every 30 days) the Supplier shall give the Authority updated TUPE Information.
- B10.3 Each time the Supplier supplies TUPE Information to the Authority it warrants its completeness and accuracy and the Authority may assign the benefit of this warranty to any Replacement Supplier.
- B10.4 The Authority may use TUPE Information it receives from the Supplier for the purposes of TUPE and/or any retendering process in order to ensure an effective handover of all work in progress at the end of the Term. The Supplier shall provide the Replacement Supplier with such assistance as it shall reasonably request.
- B10.5 If TUPE applies to the transfer of the Services on termination of the Contract, the Supplier indemnifies and keeps indemnified the Authority, the Crown and any Replacement Supplier against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Authority or the Crown or any Replacement Supplier may suffer or incur as a result of or in connection with:



- (a) the provision of TUPE Information;
- (b) any claim or demand by any Returning Employee (whether in contract, tort or under statute) in each case arising directly or indirectly from any act, fault or omission of the Supplier or any Sub-Contractor in respect of any Returning Employee on or before the end of the Term;
- (c) any failure by the Supplier or any Sub-Contractor to comply with its obligations under regulations 13 or 14 of TUPE or any award of compensation under regulation 15 of TUPE save where such failure arises from the failure of the Authority or a Replacement Supplier to comply with its duties under regulation 13 of TUPE;
- (d) any claim (including any individual employee entitlement under or consequent on such a claim) by any trade union or other body or person representing any Returning Employees arising from or connected with any failure by the Supplier or any Sub-Contractor to comply with any legal obligation to such trade union, body or person; and
- (e) any claim by any person who is transferred by the Supplier to the Authority and/or a Replacement Supplier whose name is not included in the list of Returning Employees.

B10.6 If the Supplier is aware that TUPE Information has become inaccurate or misleading, it shall notify the Authority and provide the Authority with up to date and accurate TUPE Information.

B10.7 This clause B10 applies during the Term and indefinitely thereafter.

B10.8 The Supplier undertakes to the Authority that, during the 12 Months prior to the end of the Term the Supplier shall not (and shall procure that any Sub-Contractor shall not) without Approval (such Approval not to be unreasonably withheld or delayed):

- (a) amend or vary (or purport to amend or vary) the terms and conditions of employment or engagement (including, for the avoidance of doubt, pay) of any Staff (other than where such amendment or variation has previously been agreed between the Supplier and the Staff in the normal course of business and where any such amendment or variation is not in any way related to the transfer of the Services);
- (b) terminate or give notice to terminate the employment or engagement of any Staff (other than in circumstances in which the termination is for reasons of misconduct or lack of capability);
- (c) transfer away, remove, reduce or vary the involvement of any other Staff from or in the provision of the Services (other than where such transfer or removal: (i) was planned as part of the individual's career development; (ii) takes place in the normal course of business; and (iii) will not have any adverse impact upon the delivery of the Services by the Supplier, (provided that any such transfer, removal, reduction or variation is not in any way related to the transfer of the Services); or
- (d) recruit or bring in any new or additional individuals to provide the Services who were not already involved in providing the Services prior to the relevant period.

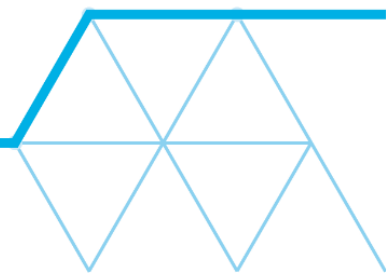


- B10.9 The Authority warrants that the information provided to the Supplier with regard to the list of employees by whom the Services or any ancillary services were previously provided and the information relating to each employee is in all material respects true and accurate and the Authority shall indemnify the Supplier against all costs, liabilities and expenses (including, without limitation, reasonable legal fees and any employment claims) which the Supplier may incur and which relate to or arise out of any breach of this warranty.
- B10.10 The Authority shall indemnify the Supplier against any employment claim brought against the Supplier by or on behalf of any employee transferring to the Supplier which arises as a result of any act or omission by the Authority or previous supplier of the Services relating to the employment of such transferring employee before the date of such employee's transfer to the Supplier.
- B10.11 The Authority shall pay the Supplier the Termination Sum in the following events:
- (a) the expiry or termination of this Contract for any reason where there is no Replacement Supplier in place;
  - (b) as a result of any changes or requests instigated by the Authority and relating to the provision of the Services, including but not limited to, any full or partial closure of any Premises or suspension of the whole or any part of the Services for any reason, .
- B10.12 For the avoidance of doubt, the Supplier shall be responsible for the Termination Sum arising as a result of any changes or requests instigated by the Supplier.

## **C. PAYMENT**

### **C1 Payment and VAT**

- C1.1 The Supplier shall submit invoices to the Authority and the Authority shall pay the Supplier for the Services in accordance with this clause C1 and:
- (a) Schedule 2 Part 1(A) in respect of Services to be delivered at the Birmingham Premises;
  - (b) Schedule 2 Part 1(B) in respect of Services to be delivered at the Bullingdon Premises;
  - (c) Schedule 2 Part 1(C) in respect of Services to be delivered at the Wymott Premises; and
  - (d) Schedule 2 Part 1(D) in respect of Services to be delivered at the Erlestone Premised
- C1.2 The Authority issues Purchase Orders using Basware and, unless Approved otherwise, the Supplier shall, when invited, register on Basware.



C1.3 If the Supplier registers on Basware, a Valid Invoice is an invoice issued through Basware, unless the invoice contains:

- (a) additional lines not included in the relevant Purchase Order;
- (b) line descriptions which have been materially altered so that they no longer match the equivalent description in the relevant Purchase Order; or
- (c) Prices and/or volumes which have been increased without Approval.

C1.4 If, with Approval, the Supplier does not register on Basware, a Valid Invoice is an invoice which includes the information set out in Part 2 of Schedule 2. In addition, if requested by the Authority, the Supplier shall provide the following information:

- (a) timesheets for Staff engaged in providing the Services signed and dated by the Authority's representative on the Premises on the day;
- (b) the name of the individuals to whom the timesheet relates and hourly rates for each;
- (c) identification of which individuals are Supplier's staff and which are Sub-Contractors' staff;
- (d) the address of the Premises and the date on which work was undertaken;
- (e) the time spent working on the Premises by the individuals concerned;
- (f) details of the type of work undertaken by the individuals concerned;
- (g) details of plant or materials operated and on standby;
- (h) separate identification of time spent travelling and/or meal or rest breaks; and
- (i) if appropriate, details of journeys made and distances travelled.

For the avoidance of doubt, the information as outlined in (a)-(i) of this Clause shall not be information that determines a Valid Invoice.

C1.5 The Authority shall not pay an invoice which is not a Valid Invoice.

C1.6 Not Used

C1.7 Not Used

C1.8 Not Used

C1.9 Not Used

C1.10 Not Used



- C1.11 If the Authority pays the Supplier prior to the submission of a Valid Invoice this payment is on account of and deductible from the next payment to be made.
- C1.12 If any overpayment has been made or the payment or any part is not supported by a Valid Invoice the Authority may recover this payment against future invoices raised or directly from the Supplier. All payments made by the Authority to the Supplier are on an interim basis pending final resolution of an account with the Supplier in accordance with the terms of this clause C1.
- C1.13 The Supplier shall:
- (a) add VAT to the Price at the prevailing rate as applicable and show the amount of VAT payable separately on all invoices as an extra charge. If the Supplier fails to show VAT on an invoice, the Authority is not, at any later date, liable to pay the Supplier any additional VAT;
  - (b) ensure that a provision is included in all Sub-Contracts which requires payment to be made of all sums due to Sub-Contractors within 30 days from the receipt of a valid invoice; and
  - (c) not suspend the Services unless the Supplier is entitled to terminate the Contract under clause H2.3 for failure to pay undisputed sums of money.
- C1.14 The Supplier indemnifies the Authority on a continuing basis against any liability, including any interest, penalties or costs incurred, which is levied, demanded or assessed on the Authority at any time in respect of the Supplier's failure to account for or to pay any VAT relating to payments made to the Supplier under the Contract. Any amounts due under this clause shall be paid by the Supplier to the Authority not less than 5 Working Days before the date upon which the tax or other liability is payable by the Authority.
- C1.15 The Authority shall:
- (a) in addition to the Price and following receipt of a Valid Invoice, pay the Supplier a sum equal to the VAT chargeable on the value of the Services supplied in accordance with the Contract; and
  - (b) pay all sums due to the Supplier within 30 days of receipt of a Valid Invoice unless an alternative arrangement has been Approved.
- C1.16 Any late payment of undisputed invoices by the Authority will be subject to interest at the rate of a maximum of 3% above the base rate from time to time of Barclays Bank.
- C1.17 The financial terms set forth in the Contract and other obligations assumed by the Supplier hereunder are based on the conditions in existence on the date the Supplier commences operations. In the event:
- (a) the Authority rejects a request to adjust the Prisoner Catering Fixed Fee or the Staff and Visitor Catering Subsidy pursuant to Schedule 2 of this Contract; or
  - (b) the Authority rejects any request to adjust the tariffs pursuant to Schedule 1; or



then, the Supplier shall be entitled to request in writing that the financial terms and other obligations assumed by it shall be renegotiated on a mutually agreeable basis to reflect such change, inaccuracy or breach. Should such agreement not be reached within thirty (30) days of such a request by the Supplier, the Supplier may terminate this Contract on 120 days' written notice to the Authority.

## **C2 Recovery of Sums Due**

- C2.1 If under the Contract any sum of money is recoverable from or payable by the Supplier to the Authority (including any sum which the Supplier is liable to pay to the Authority in respect of any breach of the Contract), the Authority may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Supplier from the Authority under the Contract or under any other agreement with the Authority or the Crown.
- C2.2 Any overpayment by either Party, whether of the Price or of VAT or otherwise, is a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.
- C2.3 The Supplier shall make all payments due to the Authority without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Supplier has a valid court order requiring an amount equal to such deduction to be paid by the Authority to the Supplier.
- C2.4 All payments due shall be made within a reasonable time unless otherwise specified in the Contract, in cleared funds, to such bank or building society account as the recipient Party may from time to time direct.

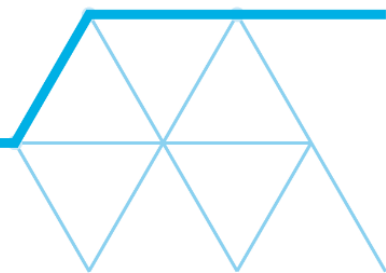
## **C3 Price During Extension**

Subject to any adjustment pursuant to Schedule 2 and clause F4 (Change), the Price applies for the Initial Term and until the end of any Extension or such earlier date of termination or partial termination of the Contract in accordance with the Law or the Contract.

## **D. PROTECTION OF INFORMATION**

### **D1 Authority Data**

- D1.1 The Supplier shall:
- (a) not store, copy, disclose, or use the Authority Data except as necessary for the performance by the Supplier of its obligations under the Contract or as otherwise Approved;
  - (b) preserve the integrity of Authority Data and prevent the corruption or loss of Authority Data;
  - (c) not delete or remove any proprietary notices contained within or relating to the Authority Data;



- (d) to the extent that Authority Data is held and/or processed by the Supplier, supply Authority Data to the Authority as requested by the Authority in the format specified in the Specification;
- (e) perform secure back-ups of all Authority Data and ensure that up-to-date back-ups are stored securely off-site. The Supplier shall ensure that such back-ups are made available to the Authority immediately upon request;
- (f) ensure that any system on which the Supplier holds any Authority Data, including back-up data, is a secure system that complies with the Security Policy Framework;
- (g) identify, and disclose to the Authority on request those members of Staff with access to or who are involved in handling Authority Data;
- (h) on request, give the Authority details of its policy for reporting, managing and recovering from information risk incidents, including losses of Personal Data, and its procedures for reducing risk;
- (i) notify the Authority immediately and inform the Authority of the remedial action the Supplier proposes to take if it has reason to believe that Authority Data has or may become corrupted, lost or sufficiently degraded in any way for any reason; and
- (j) comply with Schedule 6 (Security Requirements and Policy).

D1.2 If Authority Data is corrupted, lost or sufficiently degraded as a result of the Supplier's Default so as to be unusable, the Authority may:

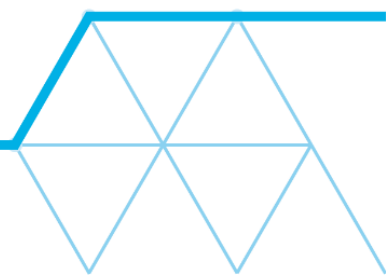
- (a) require the Supplier (at the Supplier's cost) to restore or procure the restoration of Authority Data and the Supplier shall do so promptly; and/or
- (b) itself restore or procure the restoration of Authority Data and be repaid by the Supplier any reasonable costs incurred in doing so.

## **D2 Data Protection and Privacy**

D2.1 The Parties acknowledge that for the purposes of Data Protection Legislation, the Authority is the Controller and the Supplier is the Processor. The only processing which the Authority has authorised the Supplier to do is listed in Schedule 9 and may not be determined by the Supplier.

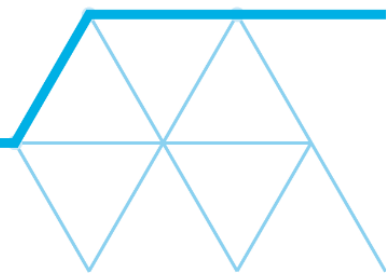
D2.2 The Supplier shall, in respect of Personal Data which it processes pursuant to this clause D2.1:

- (a) notify the Authority within 24 hours if it considers any Authority instructions infringe the Data Protection Legislation;
- (b) at its own cost, provide all reasonable assistance to the Authority in the preparation of any Data Protection Impact Assessment prior to starting any processing. Such assistance may, at the Authority's discretion, include:





- i) a systematic description of the envisaged processing operations and the purpose of the processing;
  - ii) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
  - iii) an assessment of the risks to the rights and freedoms of Data Subjects; and
  - iv) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data
- (c) in relation to any Personal Data processed in connection with its obligations under the Contract:
  - i) process that Personal Data only in accordance with Schedule 9 unless the Supplier is required to do otherwise by Law. If it is so required, the Supplier shall promptly notify the Authority before processing the Personal Data unless prohibited by Law;
  - ii) ensure that it has in place Protective Measures which are appropriate to protect against a Data Loss Event having taken account of the nature of the data to be protected, harm that might result from a Data Loss Event, the state of technological development and the cost of implementing any measures
- (d) ensure that:
  - i) Staff do not process Personal Data except in accordance with the Contract (and in particular Schedule 9;
  - ii) it takes all reasonable steps to ensure the reliability and integrity of any Staff who have access to Personal Data and ensure that they:
    - A) are aware of and comply with the Supplier's duties under this clause D2;
    - B) are subject to appropriate confidentiality undertakings with the Supplier or any Sub-processor;
    - C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Authority or as otherwise allowed under the Contract;
    - D) have undergone adequate training in the use, care, protection and handling of the Personal Data
- (e) not transfer Personal Data outside the UK or EEA unless Approved and:





- i) the Authority or the Supplier has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or s.75 of the DPA) as determined by the Authority;
  - ii) the Data Subject has enforceable rights and effective legal remedies;
  - iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Authority in meeting its obligations); and
  - iv) the Supplier complies with any reasonable instructions notified to it in advance by the Authority with respect to the processing of the Personal Data
- (f) at the written direction of the Authority, delete or return Personal Data (and any copies of it) to the Authority on termination of the Contract unless the Supplier is required by Law to retain the Personal Data;
- (g) subject to clause D2.3, notify the Authority within 24 hours if it:
  - i) receives a Data Subject Request (or purported Data Subject Request);
  - ii) receives a request to rectify, block or erase any Personal Data;
  - iii) receives any other request, complaint or communication relating to the data specified in Schedule 9 including, but not limited to, a request, complaint or communication regarding either Party's obligations under the Contract and applicable Data Protection Legislation.
  - iv) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under the Contract;
  - v) receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
  - vi) becomes aware of a Data Loss Event.

D2.3 The Supplier's obligation to notify under clause D2.2 (g) includes the provision of further information to the Authority in phases as details become available.

D2.4 Taking into account the nature of the processing, the Supplier shall provide the Authority with reasonable assistance in relation to either Party's obligations under the Data Protection Legislation and any complaint, communication or request made under clause D2.2 (g) (and insofar as possible within the timescales reasonably required by the Authority) including by promptly providing:

- (a) the Authority with full details and copies of the complaint, communication or request;



- (b) such reasonable assistance as is reasonably requested by the Authority to enable the Authority to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
- (c) the Authority, at its request, with any Personal Data it holds in relation to a Data Subject;
- (d) such reasonable assistance as requested by the Authority following any Data Loss Event; and
- (e) such reasonable assistance as requested by the Authority with respect to any request from the Information Commissioner's Office or any consultation by the Authority with the Information Commissioner's Office.

D2.5 The Supplier shall maintain complete and accurate records and information to demonstrate its compliance with clause D2. This requirement does not apply if the Supplier employs fewer than 250 people unless the Authority determines that the processing:

- (a) is not occasional;
- (b) includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
- (c) is likely to result in a risk to the rights and freedoms of Data Subjects.

D2.6 The Supplier shall allow audits of its Data Processing activity, insofar as such activity relates to the Personal Data processed pursuant to this Contract, by the Authority or the Authority's designated auditor.

D2.7 The Supplier shall designate a Data Protection Officer if required by the Data Protection Legislation.

D2.8 Before allowing any Sub-processor to process any Personal Data in connection with the Contract, the Supplier shall:

- (a) notify the Authority in writing of the intended Sub-processor and processing;
- (b) obtain Approval;
- (c) enter into a written agreement with the Sub-processor which gives effect to the terms set out in clause D2 such that they apply to the Sub-processor; and
- (d) provide the Authority with such information regarding the Sub-processor as the Authority reasonably requires.

D2.9 The Supplier remains fully liable for the acts and omissions of any Sub-processor.

D2.10 Notwithstanding the provisions of clause F4, the Authority may, at any time on not less than 30 Working Days' notice, revise clause D2 by replacing it with any applicable controller to



processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).

D2.11 The Parties shall take account of any guidance published by the Information Commissioner's Office and, notwithstanding the provisions of clause F4, the Authority may on not less than 30 Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance published by the Information Commissioner's Office.

D2.12 In relation to Personal Data processed for Law Enforcement Purposes, the Supplier shall:

(a) maintain logs for its automated processing operations in respect of:

- i) collection;
- ii) alteration;
- iii) consultation;
- iv) disclosure (including transfers);
- v) combination; and
- vi) erasure.

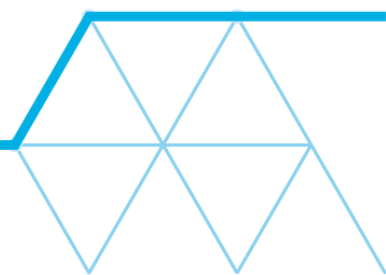
(together the "**Logs**").

(b) ensure that:

- i) the Logs of consultation make it possible to establish the justification for, and date and time of, the consultation; and as far as possible, the identity of the person who consulted the data;
- ii) the Logs of disclosure make it possible to establish the justification for, and date and time of, the disclosure; and the identity of the recipients of the data; and
- iii) the Logs are made available to the Information Commissioner's Office on request

(c) use the Logs only to:

- i) verify the lawfulness of processing;
- ii) assist with self-monitoring by the Authority or (as the case may be) the Supplier, including the conduct of internal disciplinary proceedings;
- iii) ensure the integrity of Personal Data; and
- iv) assist with criminal proceedings



- (d) as far as possible, distinguish between Personal Data based on fact and Personal Data based on personal assessments; and
- (e) where relevant and as far as possible, maintain a clear distinction between Personal Data relating to different categories of Data Subject, for example:
  - i) persons suspected of having committed or being about to commit a criminal offence;
  - ii) persons convicted of a criminal offence;
  - iii) persons who are or maybe victims of a criminal offence; and
  - iv) witnesses or other persons with information about offences.

D2.13 This clause D2 applies during the Term and indefinitely after its expiry.

### **D3 Official Secrets Acts and Finance Act**

D3.1 The Supplier shall comply with:

- (a) the Official Secrets Acts 1911 to 1989; and
- (b) section 182 of the Finance Act 1989.

### **D4 Confidential Information**

- D4.1 Except to the extent set out in clause D4 or if disclosure or publication is expressly allowed elsewhere in the Contract each Party shall treat all Confidential Information belonging to the other Party as confidential and shall not disclose any Confidential Information belonging to the other Party to any other person without the other Party's consent, except to such persons and to such extent as may be necessary for the performance of the Party's obligations under the Contract.
- D4.2 The Supplier hereby gives its consent for the Authority to publish the whole Contract (but with any information which is Confidential Information belonging to the Authority redacted) including from time to time agreed changes to the Contract, to the general public.
- D4.3 If required by the Authority, the Supplier shall ensure that Staff, professional advisors and consultants sign a non-disclosure agreement prior to commencing any work in connection with the Contract in a form approved by the Authority. The Supplier shall maintain a list of the non-disclosure agreements completed in accordance with this clause.
- D4.4 If requested by the Authority, the Supplier shall give the Authority a copy of the list and, subsequently upon request by the Authority, copies of such of the listed non-disclosure agreements as required by the Authority. The Supplier shall ensure that Staff, professional advisors and consultants are aware of the Supplier's confidentiality obligations under the Contract.



- D4.5 The Supplier may disclose the Authority's Confidential Information only to Staff who are directly involved in providing the Services and who need to know the information, and shall ensure that such Staff are aware of and shall comply with these obligations as to confidentiality.
- D4.6 The Supplier shall not, and shall procure that the Staff do not, use any of the Authority's Confidential Information received otherwise than for the purposes of the Contract.
- D4.7 Clause D4.1 shall not apply to the extent that:
- (a) such disclosure is a requirement of Law placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA or the EIR;
  - (b) such information was in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
  - (c) such information was obtained from a third party without obligation of confidentiality;
  - (d) such information was already in the public domain at the time of disclosure otherwise than by a breach of the Contract; or
  - (e) it is independently developed without access to the other Party's Confidential Information.
- D4.8 Nothing in clause D4.1 prevents the Authority disclosing any Confidential Information obtained from the Supplier:
- (a) for the purpose of the examination and certification of the Authority's accounts;
  - (b) for the purpose of any examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources;
  - (c) to Parliament and Parliamentary committees;
  - (d) to any Crown Body or any Contracting Authority and the Supplier hereby acknowledges that all Government departments or Contracting Authorities receiving such Confidential Information may further disclose the Confidential Information to other Government departments or other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Government department or any Contracting Authority; or
  - (e) to any consultant, contractor or other person engaged by the Authority

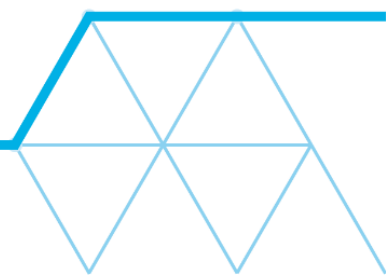
provided that in disclosing information under clauses D4.8 (d) and (e) the Authority discloses only the information which is necessary for the purpose concerned and requests that the information is treated in confidence and that a confidentiality undertaking is given where appropriate.



- D4.9 Nothing in clauses D4.1 to D4.6 prevents either Party from using any techniques, ideas or Know-How gained during the performance of its obligations under the Contract in the course of its normal business, to the extent that this does not result in a disclosure of the other Party's Confidential Information or an infringement of the other Party's Intellectual Property Rights.
- D4.10 The Authority shall use reasonable endeavours to ensure that any Government department, Contracting Authority, employee, third party or Sub-Contractor to whom the Supplier's Confidential Information is disclosed pursuant to clause D4.8 is made aware of the Authority's obligations of confidentiality.
- D4.11 If the Supplier does not comply with clauses D4.1 to D4.8 the Authority may terminate the Contract immediately on notice.
- D4.12 To ensure that no unauthorised person gains access to any Confidential Information or any data obtained in the supply of the Services, the Supplier shall maintain adequate security arrangements that meet the requirements of professional standards and best practice.
- D4.13 The Supplier shall:
- (a) immediately notify the Authority of any breach of security in relation to Confidential Information and all data obtained in the supply of the Services and will keep a record of such breaches;
  - (b) use best endeavours to recover such Confidential Information or data however it may be recorded;
  - (c) co-operate with the Authority in any investigation as a result of any breach of security in relation to Confidential Information or data; and
  - (d) at its own expense, alter any security systems at any time during the Term at the Authority's request if the Authority reasonably believes the Supplier has failed to comply with clause D4.12.

## **D5 Freedom of Information**

- D5.1 The Supplier acknowledges that the Authority is subject to the requirements of the FOIA and the EIR.
- D5.2 The Supplier shall transfer to the Authority all Requests for Information that it receives as soon as practicable and in any event within 2 Working Days of receipt and shall:
- (a) give the Authority a copy of all Information in its possession or control in the form that the Authority requires within 5 Working Days (or such other period as the Authority may specify) of the Authority's request;
  - (b) provide all necessary assistance as reasonably requested by the Authority to enable the Authority to comply with its obligations under the FOIA and EIR; and
  - (c) not respond directly to a Request for Information unless authorised to do so in writing by the Authority.



D5.3 The Authority shall determine in its absolute discretion and notwithstanding any other provision in the Contract or any other agreement whether the Commercially Sensitive Information and any other Information is exempt from disclosure in accordance with the FOIA and/or the EIR.

## **D6 Publicity, Media and Official Enquiries**

D6.1 The Supplier shall not:

- (a) make any press announcements or publicise the Contract or its contents in any way;
- (b) use the Authority's name, brand or logo in any publicity, promotion, marketing or announcement of order; or
- (c) use the name, brand or logo of any of the Authority's agencies or arms-length bodies in any publicity, promotion, marketing or announcement of orders

without Approval.

D6.2 Each Party acknowledges that nothing in the Contract either expressly or impliedly constitutes an endorsement of any products or services of the other Party (including the Services and the ICT Environment) and each Party shall not conduct itself in such a way as to imply or express any such approval or endorsement.

D6.3 The Supplier shall use reasonable endeavours to ensure that its Staff and professional advisors comply with clause D6.1.

## **E. INTELLECTUAL PROPERTY**

### **E1 Intellectual Property Rights**

E1.1 All Intellectual Property Rights in:

- (a) the Results; or
- (b) any guidance, specifications, reports, studies, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models, designs or other material which is furnished to or made available to the Supplier by or on behalf of the Authority (together with the Results, the "**IP Materials**") shall vest in the Authority (save for Copyright and Database Rights which shall vest in Her Majesty the Queen) and the Supplier shall not, and shall ensure that the Staff shall not, use or disclose any IP Materials without Approval save to the extent necessary for performance by the Supplier of its obligations under the Contract.

E1.2 The Supplier hereby assigns:





- (a) to the Authority, with full title guarantee, all Intellectual Property Rights (save for Copyright and Database Rights) which may subsist in the IP Materials. This assignment shall take effect on the date of the Contract or (in the case of rights arising after the date of the Contract) as a present assignment of future rights that will take effect immediately on the coming into existence of the Intellectual Property Rights produced by the Supplier; and
- (b) to Her Majesty the Queen, with full title guarantee, all Copyright and Database Rights which may subsist in the IP Materials

and shall execute all documents and do all acts as are necessary to execute these assignments.

E1.3 The Supplier shall:

- (a) waive or procure a waiver of any moral rights held by it or any third party in copyright material created exclusively for the Contract or the performance of its obligations under the Contract;
- (b) ensure that the third-party owner of any Intellectual Property Rights that are created exclusively for this Contract grants to the Authority a non-exclusive licence or, if itself a licensee of those rights, shall grant to the Authority an authorised sub-licence, to use, reproduce, modify, develop and maintain the Intellectual Property Rights created exclusively for this Contract in the same. Such licence or sub-licence shall be non-exclusive, perpetual, royalty-free, worldwide and irrevocable and include the right for the Authority to sub-license, transfer, novate or assign to other Contracting Authorities, the Crown, the Replacement Supplier or to any other third-party supplying goods and/or services to the Authority ("**Indemnified Persons**");
- (c) not infringe any Intellectual Property Rights of any third party in supplying the Services; and
- (d) during and after the Term, indemnify and keep indemnified the Authority and Indemnified Persons from and against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Authority and Indemnified Persons may suffer or incur as a result of or in connection with any breach of clause E1.3, except to the extent that any such claim results directly from:
  - i) items or materials based upon designs supplied by the Authority; or
  - ii) the use of data supplied by the Authority which is not required to be verified by the Supplier under any provision of the Contract.

E1.4 The Authority shall notify the Supplier in writing of any claim or demand brought against the Authority or Indemnified Person for infringement or alleged infringement of any Intellectual Property Right in materials supplied and/or licensed by the Supplier to the Authority.

E1.5 The Supplier shall at its own expense conduct all negotiations and any litigation arising in connection with any claim, demand or action by any third party for infringement or alleged infringement of any third party Intellectual Property Rights (whether by the Authority, the





Supplier or Indemnified Person) arising from the performance of the Supplier's obligations under the Contract ("**Third Party IP Claim**"), provided that the Supplier shall at all times:

- (a) consult the Authority on all material issues which arise during the conduct of such litigation and negotiations;
- (b) take due and proper account of the interests of the Authority; and
- (c) not settle or compromise any claim without Approval (not to be unreasonably withheld or delayed).

E1.6 The Authority shall, at the request of the Supplier, afford to the Supplier all reasonable assistance for the purpose of contesting any Third-Party IP Claim and the Supplier shall indemnify the Authority for all costs and expenses (including, but not limited to, legal costs and disbursements) incurred in doing so. The Supplier is not required to indemnify the Authority under this clause in relation to any costs and expenses to the extent that such arise directly from the matters referred to in clauses E1.3 (d) i) and ii).

E1.7 The Authority shall not, without the Supplier's consent, make any admissions which may be prejudicial to the defence or settlement of any Third-Party IP Claim.

E1.8 If any Third-Party IP Claim is made or in the reasonable opinion of the Supplier is likely to be made, the Supplier shall notify the Authority and any relevant Indemnified Person, at its own expense and subject to Approval (not to be unreasonably withheld or delayed), shall (without prejudice to the rights of the Authority under clauses E1.3 (b) and G2.1 (g)) use its best endeavours to:

- (a) modify any or all of the Services without reducing the performance or functionality of the same, or substitute alternative services of equivalent performance and functionality, so as to avoid the infringement or the alleged infringement; or
- (b) procure a licence to use the Intellectual Property Rights and supply the Services which are the subject of the alleged infringement, on terms which are acceptable to the Authority

and if the Supplier is unable to comply with clauses E1.8 (a) or (b) within 20 Working Days of receipt by the Authority of the Supplier's notification the Authority may terminate the Contract immediately by notice to the Supplier.

E1.9 The Supplier grants to the Authority and, if requested by the Authority, to a Replacement Supplier, a royalty-free, irrevocable, worldwide, non-exclusive licence (with a right to sub-license) to use any Intellectual Property Rights in any materials produced exclusively for the Authority in the course of performing the Services.

## **F. CONTROL OF THE CONTRACT**

### **F1 Contract Performance**



- F1.1 The Supplier shall immediately inform the Authority if any of the Services are not being or are unable to be performed, the reasons for non-performance, any corrective action and the date by which that action will be completed.
- F1.2 **Review**  
At or around 6 Months from the Commencement Date and each anniversary of the Commencement Date thereafter, the Authority may carry out a review of the performance of the Supplier (a "**Review**"). Without prejudice to the generality of the foregoing, the Authority may in respect of the period under review consider such items as (but not limited to):
- a) the Supplier's delivery of the Services;
  - b) the Supplier's contribution to innovation in the Authority; whether the Services provide the Authority with best value for money; consideration of any changes which may need to be made to the Services;
  - c) a review of future requirements in relation to the Services;
  - d) progress against any current or past Rectification Plan and/or Improvement Plan(s); and
  - e) progress against key milestones.
- F1.3 The Supplier shall provide at its own cost any assistance reasonably required by the Authority to perform Reviews including the provision of data and information.
- F1.4 The Authority may produce a report (a "**Review Report**") of the results of each Review stating any areas of exceptional performance and areas for improvement in the provision of the Services and where there is any shortfall in any aspect of performance reviewed as against the Authority's expectations and the Supplier's obligations under the Contract.
- F1.5 The Authority shall give the Supplier a copy of the Review Report (if applicable). The Authority shall consider any Supplier comments and may produce a revised Review Report.
- F1.6 The Supplier shall, within 10 Working Days of receipt of the Review Report (revised as appropriate) provide the Authority with a plan to address resolution of any shortcomings and implementation of improvements identified by the Review Report.
- F1.7 Actions required to resolve shortcomings and implement improvements (either as a consequence of the Supplier's failure to meet its obligations under the Contract identified by the Review Report, or those which result from the Supplier's failure to meet the Authority's expectations notified to the Supplier or of which the Supplier ought reasonably to have been aware) shall be implemented at no extra cost to the Authority.
- F1.8 Without prejudice to the Authority's right at F1.1, the Authority may request a Rectification Plan in line with the Rectification Plan Process to remedy any Default;
- F1.9 When the Authority receives a requested Rectification Plan it can either:
- (a) reject the Rectification Plan or revised Rectification Plan, giving reasons; or



- (b) accept the Rectification Plan or revised Rectification Plan (without limiting its rights) and the Supplier must immediately start work on the actions in the Rectification Plan at its own cost, unless agreed otherwise by the Parties

F1.10 Where the Rectification Plan or revised Rectification Plan is rejected, the Authority:

- (a) must give reasonable grounds for its decision; or
- (b) may request that the Supplier provides a revised Rectification Plan within 5 Working Days

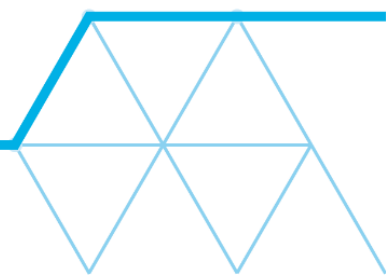
F1.11 Notwithstanding its rights to request a Rectification Plan, the Authority may request an Improvement Plan (pertaining to a specific Prison Premises) where one or more of the KPIs have not been met (in a Prison Premises) for 60 days or where the Authority deems that there are other issues of concern to be remedied by the Supplier. The Improvement Plan shall be drawn up by the Supplier in consultation with the Authority and shall include remedial actions, together with agreed targets and timescales. If the performance of the Supplier does not meet the targets in the Improvement Plan within the agreed timescale, the Authority has the right to exercise any other rights it may be entitled to under this Contract. For the avoidance of doubt, this is a freestanding right which need not be exercised before the Authority requests a Rectification Plan.

## **F2 Remedies**

F2.1 If the Authority reasonably believes the Supplier has committed a Material Breach it may, without prejudice to its rights under clause H2 (Termination on Default), do any of the following:

- (a) without terminating the Contract, itself supply or procure the supply of all or part of the Services until such time as the Supplier has demonstrated to the Authority's reasonable satisfaction that the Supplier will be able to supply the Services in accordance with the Specification;
- (b) without terminating the whole of the Contract, terminate the Contract in respect of part of the Services only (whereupon a corresponding reduction in the Price shall be made) and thereafter itself supply or procure a third party to supply such part of the Services;
- (c) withhold or reduce payments to the Supplier in such amount as the Authority reasonably deems appropriate in each particular case; and/or
- (d) terminate the Contract in accordance with clause H2.

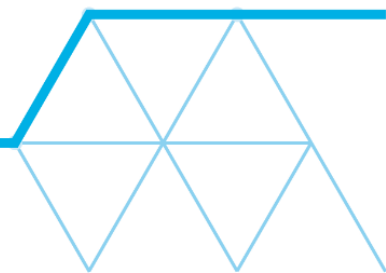
F2.2 Without prejudice to its right under clause C3 (Recovery of Sums Due), the Authority may charge the Supplier for any costs reasonably incurred and any reasonable administration costs in respect of the supply of any part of the Services by the Authority or a third party to the extent that such costs exceed the payment which would otherwise have been payable to the Supplier for such part of the Services, provided that the Authority shall take reasonable measures to mitigate the same and provided that the Supplier's total liability for the costs identified under this Clause and Clauses G1.6(c) and H5.1 shall be capped at £50,000.



- F2.3 If the Authority reasonably believes the Supplier has failed to supply all or any part of the Services in accordance with the Contract, professional or Good Industry Practice which could reasonably be expected of a competent and suitably qualified person, or any legislative or regulatory requirement, the Authority may give the Supplier notice specifying the way in which its performance falls short of the requirements of the Contract or is otherwise unsatisfactory.
- F2.4 If the Supplier has been notified of a failure in accordance with clause F2.3 the Authority may:
- (a) direct the Supplier to identify and remedy the failure within such time as may be specified by the Authority and to apply all such additional resources as are necessary to remedy that failure at no additional charge to the Authority within the specified timescale; and/or
  - (b) withhold or reduce payments to the Supplier in such amount as the Authority deems appropriate in each particular case until such failure has been remedied to the satisfaction of the Authority.
- F2.5 If the Supplier has been notified of a failure in accordance with clause F2.3, it shall:
- (a) use all reasonable endeavours to immediately minimise the impact of such failure to the Authority and to prevent such failure from recurring; and
  - (b) immediately give the Authority such information as the Authority may request regarding what measures are being taken to comply with the obligations in clause F2.5 and the progress of those measures until resolved to the satisfaction of the Authority.
- F2.6 If, having been notified of any failure, the Supplier does not remedy it in accordance with clause F2.5 in the time specified by the Authority, the Authority may treat the continuing failure as a Material Breach and may terminate the Contract immediately on notice to the Supplier.

### **F3 Transfer and Sub-Contracting**

- F3.1 Except where both clauses F3.9 and F3.10 apply, the Supplier shall not transfer, charge, assign, sub-contract or in any other way dispose of the Contract or any part of it without Approval. All such actions shall be evidenced in writing and shown to the Authority on request. Sub-contracting any part of the Contract does not relieve the Supplier of any of its obligations or duties under the Contract.
- F3.2 The Supplier is responsible for the acts and/or omissions of its Sub-Contractors as though they are its own. If it is appropriate, the Supplier shall provide each Sub-Contractor with a copy of the Contract and obtain written confirmation from them that they will provide the Services fully in accordance with the Contract.
- F3.3 The Supplier shall ensure that Sub-Contractors retain all records relating to the Services for at least 6 years from the date of their creation and make them available to the Authority on request in accordance with clause F5 (Audit). If any Sub-Contractor does not allow the Authority access to the records the Authority has no obligation to pay any claim or invoice made by the Supplier on the basis of such documents or work carried out by the Sub-Contractor.
- F3.4 If the Authority has consented to the award of a Sub-Contract, the Supplier shall ensure that:



- (a) the Sub-Contract contains:
  - i) a right for the Supplier to terminate if the Sub-Contractor does not comply with its legal obligations in connection with Data Protection Legislation, environmental, social or labour law; and
  - ii) obligations no less onerous on the Sub-Contractor than those on the Supplier under the Contract in respect of data protection in clauses D1 and D2
- (b) the Sub-Contractor includes a provision having the same effect as set out in this clause F3.4 (a) in any Sub-Contract which it awards; and
- (c) copies of each Sub-Contract are sent to the Authority immediately after their execution.

F3.5 Unless Approved otherwise, if the total value of the Contract over the Term is, or is likely to be, in excess of £5,000,000, the Supplier shall, in respect of Sub-Contract opportunities arising during the Term from or in connection with the provision of the Services:

- (a) advertise on Contracts Finder those that have a value in excess of £25,000;
- (b) within 90 days of awarding a Sub-Contract, update the notice on Contracts Finder with details of the Sub-Contractor;
- (c) monitor the number, type and value of the Sub-Contract opportunities placed on Contracts Finder and awarded during the Term;
- (d) provide reports on the information in clause F3.5 (c) to the Authority in the format and frequency reasonably specified by the Authority;
- (e) promote Contracts Finder to its suppliers and encourage them to register on Contracts Finder; and
- (f) ensure that each advertisement placed pursuant to F3.5 (a) includes a full and detailed description of the Sub-Contract opportunity with each of the mandatory fields being completed on Contracts Finder.

F3.6 The Supplier shall, at its own cost, supply to the Authority by the end of April each year for the previous Financial Year:

- (a) the total revenue received from the Authority pursuant to the Contract;
- (b) the total value of all its Sub-Contracts;
- (c) the total value of its Sub-Contracts with SMEs; and
- (d) the total value of its Sub-Contracts with VCSEs.



- F3.7 The Authority may from time to time change the format and the content of the information required pursuant to clause F3.6.
- F3.8 If the Authority believes there are:
- (a) compulsory grounds for excluding a Sub-Contractor pursuant to regulation 57 of the Regulations, the Supplier shall replace or not appoint the Sub-Contractor; or
  - (b) non-compulsory grounds for excluding a Sub-Contractor pursuant to regulation 57 of the Regulations, the Authority may require the Supplier to replace or not appoint the Sub-Contractor and the Supplier shall comply with such requirement.
- F3.9 Notwithstanding clause F3.1, the Supplier may assign to a third party (the “**Assignee**”) the right to receive payment of the Price or any part thereof due to the Supplier (including any interest which the Authority incurs under clause C1 (Payment and VAT)). Any assignment under clause F3.9 is subject to:
- (a) reduction of any sums in respect of which the Authority exercises its right of recovery under clause C2 (Recovery of Sums Due);
  - (b) all related rights of the Authority under the Contract in relation to the recovery of sums due but unpaid; and
  - (c) the Authority receiving notification under both clauses F3.10 and F3.11.
- F3.10 If the Supplier assigns the right to receive the Price under clause F3.9, the Supplier or the Assignee shall notify the Authority in writing of the assignment and the date upon which the assignment becomes effective.
- F3.11 The Supplier shall ensure that the Assignee notifies the Authority of the Assignee’s contact information and bank account details to which the Authority can make payment.
- F3.12 Clause C1 continues to apply in all other respects after the assignment and shall not be amended without Approval.
- F3.13 Subject to clause F3.14, the Authority may assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof to:
- (a) any Contracting Authority;
  - (b) any other body established or authorised by the Crown or under statute in order substantially to perform any of the functions that had previously been performed by the Authority; or
  - (c) any private sector body which substantially performs the functions of the Authority
- provided that any such assignment, novation or other disposal shall not increase the burden of the Supplier’s obligations under the Contract.

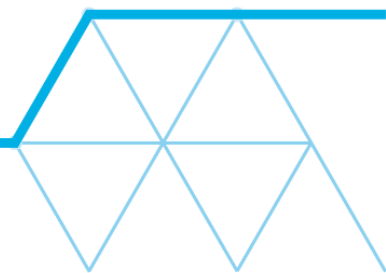




- F3.14 Any change in the legal status of the Authority such that it ceases to be a Contracting Authority shall not, subject to clause F3.15, affect the validity of the Contract and the Contract shall bind and inure to the benefit of any successor body to the Authority.
- F3.15 If the rights and obligations under the Contract are assigned, novated or otherwise disposed of pursuant to clause F3.13 to a body which is not a Contracting Authority or if there is a change in the legal status of the Authority such that it ceases to be a Contracting Authority (in the remainder of this clause both such bodies being referred to as the “**Transferee**”):
- (a) the rights of termination of the Authority in clauses H1 and H2 are available to the Supplier in respect of the Transferee; and
  - (b) the Transferee shall only be able to assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof with the prior consent in writing of the Supplier.
- F3.16 The Authority may disclose to any Transferee any Confidential Information of the Supplier which relates to the performance of the Supplier’s obligations under the Contract. In such circumstances the Authority shall authorise the Transferee to use such Confidential Information only for purposes relating to the performance of the Supplier’s obligations under the Contract and for no other purpose and shall take all reasonable steps to ensure that the Transferee gives a confidentiality undertaking in relation to such Confidential Information.
- F3.17 Each Party shall at its own cost and expense carry out, or use all reasonable endeavours to ensure the carrying out of, whatever further actions (including the execution of further documents) the other Party reasonably requires from time to time for the purpose of giving that other Party the full benefit of the Contract.

#### **F4 Change**

- F4.1 After the Commencement Date, either Party may request a Change subject to the terms of this clause F4.
- F4.2 Either Party may request a Change by notifying the other Party in writing of the Change by completing the Change Request Form set out in Schedule 3. The Party requesting the Change shall give the other Party sufficient information and time to assess the extent and effect of the requested Change. If the receiving Party accepts the Change it shall confirm it in writing to the other Party.
- F4.3 If the Supplier is unable to accept a Change requested by the Authority or if the Parties are unable to agree a change to the Price, the Authority may:
- (a) allow the Supplier to fulfil its obligations under the Contract without the Change; or
  - (b) terminate the Contract immediately except where the Supplier has already delivered all or part of the Services or where the Supplier can show evidence of substantial work being carried out to fulfil the requirements of the Specification; and in such case the Parties shall attempt to agree upon a resolution to the matter. If a resolution cannot be reached, the matter shall be dealt with under the Dispute Resolution procedure detailed in clause I2 (Dispute Resolution).





- F4.4 A Change takes effect only when it is recorded in a CCN validly executed by both Parties.
- F4.5 The Supplier is deemed to warrant and represent that the CNN has been executed by a duly authorised representative of the Supplier in addition to the warranties and representations set out in clause G2.
- F4.6 Clauses F4.4 and F4.5 may be varied in an emergency if it is not practicable to obtain the Authorised Representative's approval within the time necessary to make the Change in order to address the emergency. In an emergency, Changes may be approved by a different representative of the Authority. However, the Authorised Representative may review such a Change and require a CCN to be entered into on a retrospective basis which may itself vary the emergency Change.

## **F5 Audit**

- F5.1 The Supplier shall:
- (a) keep and maintain for 6 years after the end of the Term, or as long a period as may be agreed between the Parties, full and accurate records of its compliance with, and discharge of its obligations under the Contract including the Services supplied under it, all expenditure reimbursed by the Authority, and all payments made by the Authority;
  - (b) on request afford the Authority or the Authority's representatives such access to those records and processes as may be requested by the Authority and which relate exclusively in connection with the Contract; and
  - (c) make available to the Authority, free of charge, whenever requested, copies of audit reports obtained by the Supplier in relation to the Services.



F5.2 The Authority, acting by itself or through its duly authorised representatives and/or the National Audit Office, may, during the Term and for a period of 18 Months thereafter, assess compliance by the Supplier of the Supplier's obligations under the Contract, including to:

- (a) verify the accuracy of the Price and any other amounts payable by the Authority under the Contract;
- (b) verify the Open Book Data;
- (c) verify the Supplier's compliance with the Contract and applicable Law;
- (d) identify or investigate actual or suspected fraud, impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Authority has no obligation to inform the Supplier of the purpose or objective of its investigations;
- (e) identify or investigate any circumstances which may impact upon the financial stability of the Supplier and/or any guarantor or their ability to perform the Services;
- (f) obtain such information as is necessary to fulfil the Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes;
- (g) carry out the Authority's internal and statutory audits and to prepare, examine and/or certify the Authority's annual and interim reports and accounts;
- (h) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources;
- (i) verify the accuracy and completeness of any management information or reports delivered or required by the Contract;
- (j) review the Supplier's compliance with the Authority's policies and standards; and/or
- (k) review the integrity, confidentiality and security of the Authority Data

and the Supplier (and its agents) shall permit access free of charge during normal business hours on reasonable notice to all such documents (including computerised documents and data) and other information as the Authority (or those acting on its behalf) may reasonably require for the purposes of conducting such an audit.

F5.3 The Supplier (and its agents) shall permit the Comptroller and Auditor General (and his appointed representatives) access free of charge during normal business hours on reasonable notice to all such documents (including computerised documents and data) and other information as the Comptroller and Auditor General may reasonably require for the purposes of conducting a financial audit of the Authority and for carrying out examinations into the economy, efficiency and effectiveness with which the Authority has used its resources. The Supplier shall provide such explanations as are reasonably required for these purposes.

F5.4 The Authority shall during each audit comply with those security, sites, systems and facilities operating procedures of the Supplier that the Authority deems reasonable and use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably



disrupt the Supplier or delay the provision of the Services. The Authority shall endeavour to (but is not obliged to) provide at least 15 Working Days' notice of its intention to conduct an audit.

- F5.5 The Parties bear their own respective costs and expenses incurred in respect of compliance with their obligations under clause F5, unless the audit identifies a material Default by the Supplier in which case the Supplier shall reimburse the Authority for all the Authority's reasonable costs incurred in connection with the audit.

## **G. LIABILITIES**

### **G1 Liability, Indemnity and Insurance**

G1.1 Neither Party limits its liability for:

- (a) death or personal injury caused by its negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) any breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;
- (d) any breach of clauses D1, D2 or D4 or Schedules 6 or 8; or
- (e) any liability to the extent it cannot be limited or excluded by Law.

G1.2 Subject to clauses G1.3 and G1.5, the Supplier indemnifies the Authority fully against all claims, proceedings, demands, charges, actions, damages, costs, breach of statutory duty, expenses and any other liabilities which may arise directly out of the supply, or the late or purported supply, of the Services or the negligent performance or non-performance by the Supplier of its obligations under the Contract or the presence of the Supplier or any Staff on the Premises, including in respect of any death or personal injury, loss of or damage to property, financial loss arising from nutrition advice provided by the Supplier or any other loss which is caused directly by any act or omission of the Supplier.

G1.3 Subject to clause G1.1 the Supplier's aggregate liability in respect of the Contract does not exceed 150% of the Price.

G1.4 Subject to clause G1.1 the Authority's aggregate liability in respect of the Contract does not exceed the Price payable in the previous calendar year of the Contract.

G1.5 The Supplier is not responsible for any injury, loss, damage, cost or expense if and to the extent that it is caused by the negligence or wilful misconduct of the Authority or by breach by the Authority of its obligations under the Contract.

G1.6 Subject to clause G1.3 and only to the extent the Authority has used best endeavours to mitigate its losses, the Authority may recover from the Supplier the following losses incurred by the Authority to the extent they arise directly as a result of a Default by the Supplier:



- (a) any additional operational and/or administrative costs and expenses incurred by the Authority, including costs relating to time spent by or on behalf of the Authority in dealing with the consequences of the Default;
- (b) any wasted expenditure or charges;
- (c) subject to the cap pursuant to Clause F2.2, the additional costs of procuring a Replacement Supplier for the remainder of the Term and or replacement deliverables which shall include any incremental costs associated with the Replacement Supplier and/or replacement deliverables above those which would have been payable under the Contract;
- (d) any compensation or interest paid to a third party by the Authority; and
- (e) any fine or penalty incurred by the Authority pursuant to Law and any costs incurred by the Authority in defending any proceedings which result in such fine or penalty.

G1.7 Subject to clauses G1.1 and G1.6, neither Party is liable to the other for any:

- (a) loss of profits, turnover, business opportunities or damage to goodwill; or
- (b) indirect, special or consequential loss.

G1.8 Unless otherwise specified by the Authority, the Supplier shall, with effect from the Commencement Date for such period as necessary to enable the Supplier to comply with its obligations herein, take out and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Supplier, arising out of the Supplier's performance of its obligations under the Contract including:

- (a) if required by the Authority, appropriate, professional indemnity insurance in the sum of not less than £5,000,000 (five million pounds) for any advice given by the Supplier to the Authority;
- (b) cover for death or personal injury, loss of or damage to property or any other loss in the sum of not less than £5,000,000 (five million pounds);
- (c) employer's liability insurance in respect of Staff in the sum of not less than £5,000,000 (five million pounds);
- (d) product liability insurance in the sum of not less than £5,000,000 (five million pounds);
- (e) Public liability insurance in respect of cover for death or personal injury, loss of or damage to property or any other loss in the sum of not less than £5,000,000.

Such insurance policies shall be maintained for the duration of the Term and for a minimum of 6 years following the end of the Term.

G1.9 The Supplier shall give the Authority, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the appropriate cover is



in place, together with receipts or other evidence of payment of the latest premiums due under those policies.

- G1.10 If the Supplier does not have and maintain the insurances required by the Contract, the Authority may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Supplier.
- G1.11 The provisions of any insurance or the amount of cover shall not relieve the Supplier of any liabilities under the Contract.
- G1.12 The Supplier shall not take any action or fail to take any reasonable action, or (to the extent that it is reasonably within its power) permit anything to occur in relation to the Supplier, which would entitle any insurer to refuse to pay any claim under any insurance policy in which the Supplier is an insured, a co-insured or additional insured person.

## **G2 Warranties and Representations**

- G2.1 The Supplier warrants and represents on the Commencement Date and for the Term that:
  - (a) it has full capacity and authority and all necessary consents to enter into and perform the Contract and that the Contract is executed by a duly authorised representative of the Supplier;
  - (b) in entering the Contract, it has not committed any fraud;
  - (c) as at the Commencement Date, all information contained in the Tender or other offer made by the Supplier to the Authority remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Authority prior to execution of the Contract and in addition, that it will advise the Authority of any fact, matter or circumstance of which it may become aware which would render such information to be false or misleading;
  - (d) no claim is being asserted and no litigation, arbitration or administrative proceeding is in progress or, to the best of its knowledge and belief, pending or threatened against it or any of its assets which will or might have an adverse effect on its ability to perform its obligations under the Contract;
  - (e) it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under the Contract;
  - (f) no proceedings or other steps have been taken and not discharged (or, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier's assets or revenue;
  - (g) it owns, or has obtained or is able to obtain valid licences for, all Intellectual Property Rights that are necessary for the performance of its obligations under the Contract;
  - (h) any person engaged by the Supplier shall be engaged on terms which do not entitle them to any Intellectual Property Right in any IP Materials;



- (i) in the 3 years (or period of existence if the Supplier has not been in existence for 3 years) prior to the date of the Contract:
  - i) it has conducted all financial accounting and reporting activities in compliance in all material respects with the generally accepted accounting principles that apply to it in any country where it files accounts;
  - ii) it has been in full compliance with all applicable securities and tax laws and regulations in the jurisdiction in which it is established; and
  - iii) it has not done or omitted to do anything which could have a material adverse effect on its assets, financial condition or position as an ongoing business concern or its ability to fulfil its obligations under the Contract;
- (j) it has and will continue to hold all necessary (if any) regulatory approvals from the Regulatory Bodies necessary to perform its obligations under the Contract; and
- (k) it has notified the Authority in writing of any Occasions of Tax Non-Compliance and any litigation in which it is involved that is in connection with any Occasion of Tax Non-Compliance.

G2.2 The Supplier confirms that in entering into the Contract it is not relying on any statements, warranties or representations given or made (whether negligently or innocently or whether express or implied), or any acts or omissions by or on behalf of the Authority in connection with the subject matter of the Contract except those expressly set out in the Contract and the Supplier hereby waives and releases the Authority in respect thereof absolutely.

### **G3 Tax Compliance**

G3.1 If, during the Term, an Occasion of Tax Non-Compliance occurs, the Supplier shall:

- (a) notify the Authority in writing of such fact within 5 Working Days of its occurrence; and
- (b) promptly give the Authority:
  - i) details of the steps it is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors it considers relevant; and
  - ii) such other information in relation to the Occasion of Tax Non-Compliance as the Authority may reasonably require.

G3.2 If the Supplier or any Staff are liable to be taxed in the UK or to pay NICs in respect of consideration received under the Contract, the Supplier shall:

- (a) at all times comply with ITEPA and all other statutes and regulations relating to income tax, and SSCBA and all other statutes and regulations relating to NICs, in respect of that consideration; and



- (b) indemnify the Authority against any income tax, NICs and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the provision of the Services by the Supplier or any Staff.

## **H. DEFAULT, DISRUPTION AND TERMINATION**

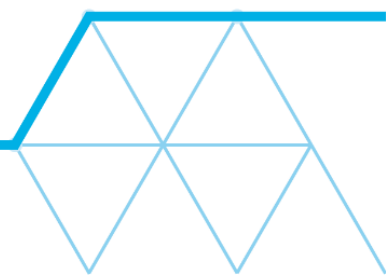
### **H1 Insolvency and Change of Control**

H1.1 The Authority may terminate the Contract with immediate effect by notice and without compensation to the Supplier if the Supplier is a company and in respect of the Supplier:

- (a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors;
- (b) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation);
- (c) a petition is presented for its winding up (which is not dismissed within 14 days of its service) or an application is made for the appointment of a provisional liquidator
- (d) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets;
- (e) an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given;
- (f) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or
- (g) any event similar to those listed in H1.1 (a)-(f) occurs under the law of any other jurisdiction.

H1.2 The Authority may terminate the Contract with immediate effect by notice and without compensation to the Supplier if the Supplier is an individual and:

- (a) an application for an interim order is made pursuant to sections 252-253 of the Insolvency Act 1986 or a proposal is made for any composition scheme or arrangement with, or assignment for the benefit of, the Supplier's creditors;
- (b) a petition is presented and not dismissed within 14 days or order made for the Supplier's bankruptcy;
- (c) a receiver, or similar officer is appointed over the whole or any part of the Supplier's assets or a person becomes entitled to appoint a receiver, or similar officer over the whole or any part of his assets;





- (d) he is unable to pay his debts or has no reasonable prospect of doing so, in either case within the meaning of section 268 of the Insolvency Act 1986;
- (e) a creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Supplier's assets and such attachment or process is not discharged within 14 days;
- (f) he dies or is adjudged incapable of managing his affairs within the meaning of section 2 of the Mental Capacity Act 2005;
- (g) he suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of his business; or
- (h) any event similar to those listed in clauses H1.2(a) to (g) occurs under the law of any other jurisdiction.

H1.3 The Supplier shall notify the Authority immediately following a merger, take-over, change of control, change of name or status including where the Supplier undergoes a change of control within the meaning of section 1124 of the Corporation Tax Act 2010 ("**Change of Control**"). The Authority may terminate the Contract with immediate effect by notice and without compensation to the Supplier within 6 Months of:

- (a) being notified that a Change of Control has occurred; or
- (b) where no notification has been made, the date that the Authority becomes aware of the Change of Control

but is not permitted to terminate where Approval was granted prior to the Change of Control.

H1.4 The Authority may terminate the Contract with immediate effect by notice and without compensation to the Supplier if the Supplier is a partnership and:

- (a) a proposal is made for a voluntary arrangement within Article 4 of the Insolvent Partnerships Order 1994 or a proposal is made for any other composition, scheme or arrangement with, or assignment for the benefit of, its creditors; or
- (b) a petition is presented for its winding up or for the making of any administration order, or an application is made for the appointment of a provisional liquidator; or
- (c) a receiver, or similar officer is appointed over the whole or any part of its assets; or
- (d) the partnership is deemed unable to pay its debts within the meaning of section 222 or 223 of the Insolvency Act 1986 as applied and modified by the Insolvent Partnerships Order 1994; or
- (e) any of the following occurs in relation to any of its partners:



- (i) an application for an interim order is made pursuant to sections 252-253 of the Insolvency Act 1986 or a proposal is made for any composition scheme or arrangement with, or assignment for the benefit of, his creditors;
  - (ii) a petition is presented for his bankruptcy; or
  - (iii) a receiver, or similar officer is appointed over the whole or any part of his assets;
- (f) any event similar to those listed in clauses H1.4 (a) to (e) occurs under the law of any other jurisdiction.

H1.5 The Authority may terminate the Contract with immediate effect by notice and without compensation to the Supplier if the Supplier is a limited liability partnership and:

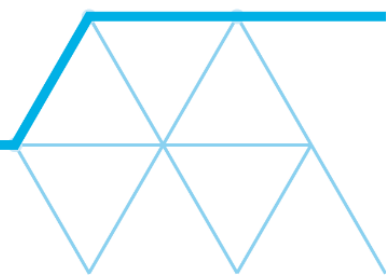
- (a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or a proposal is made for any other composition, scheme or arrangement with, or assignment for the benefit of, its creditors;
- (b) an application is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given within Part II of the Insolvency Act 1986;
- (c) any step is taken with a view to it being determined that it be wound up (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation) within Part IV of the Insolvency Act 1986;
- (d) a petition is presented for its winding up (which is not dismissed within 14 days of its service) or an application is made for the appointment of a provisional liquidator within Part IV of the Insolvency Act 1986;
- (e) a receiver, or similar officer is appointed over the whole or any part of its assets;
- (f) it is or becomes unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or
- (g) any event similar to those listed in clauses H1.5 (a) to (f) occurs under the law of any other jurisdiction.

H1.6 References to the Insolvency Act 1986 in clause H1.5 (a) are references to that Act as applied under the Limited Liability Partnerships Act 2000 subordinate legislation.

## **H2 Default**

H2.1 The Authority may terminate the Contract with immediate effect by notice if the Supplier commits a Default and:

- (a) the Supplier has not remedied the Default to the satisfaction of the Authority within 20 Working Days or such other period as may be specified by the Authority, after issue of a notice specifying the Default and requesting it to be remedied; or



- (b) the Supplier has not remedied the Default, in line with an accepted Rectification Plan, to the satisfaction of the Authority within 20 Working Days or such other period as may be specified by the Authority; or
- (c) the Authority rejects a Rectification Plan, and no revised Rectification Plan is supplied within 10 days of the rejection, or the Supplier does not provide a Rectification Plan within 10 days of the request; or
- (d) the Default is not, in the opinion of the Authority, capable of remedy; or
- (e) the Default is a Material Breach.

H2.2 If, through any Default of the Supplier, data transmitted or processed in connection with the Contract is either lost or sufficiently degraded as to be unusable, the Supplier is liable for the cost of reconstitution of that data and shall reimburse the Authority in respect of any charge levied for its transmission and any other costs charged in connection with such Default.

H2.3 If the Authority fails to pay the Supplier undisputed sums of money when due, the Supplier shall give notice to the Authority of its failure to pay. If the Authority fails to pay such undisputed sums within 90 Working Days of the date of such notice, the Supplier may terminate the Contract with immediate effect, save that such right of termination shall not apply where the failure to pay is due to the Authority exercising its rights under clause C3.1 or to a Force Majeure Event.

### **H3 Termination on Notice**

H3.1 Either Party may terminate the Contract at any time by giving 180 days' notice to the either Party.

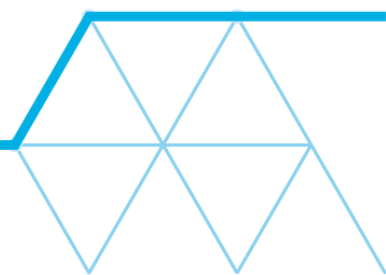
### **H4 Other Grounds**

H4.1 The Authority may terminate the Contract if:

- (a) the Contract has been subject to a substantial modification which requires a new procurement procedure pursuant to regulation 72(9) of the Regulations;
- (b) the Supplier was, at the time the Contract was awarded, in one of the situations specified in regulation 57(1) of the Regulations, including as a result of the application of regulation 57(2), and should therefore have been excluded from the procurement procedure which resulted in its award of the Contract; or
- (c) the Supplier has not, in performing the Services, complied with its legal obligations in respect of environmental, social or labour law.

### **H5 Consequences of Expiry or Termination**

H5.1 Subject to the cap pursuant to clause F2.2, if the Authority terminates the Contract under clause H2 and makes other arrangements for the supply of the Services the Authority may recover from the Supplier the cost reasonably incurred of making those other arrangements



and any additional expenditure incurred by the Authority throughout the remainder of the Term.

- H5.2 If the Contract is terminated under clause H2 the Authority shall make no further payments to the Supplier (for Services supplied by the Supplier prior to termination and in accordance with the Contract but where the payment has yet to be made by the Authority), until the Authority has established the final cost of making the other arrangements envisaged under this clause H5.
- H5.3 If the Authority terminates the Contract under clauses H3 or H4 the Authority shall make no further payments to the Supplier except for Services supplied by the Supplier prior to termination and in accordance with the Contract but where the payment has yet to be made by the Authority.
- H5.4 Save as otherwise expressly provided in the Contract:
- (a) termination or expiry of the Contract shall be without prejudice to any rights, remedies or obligations accrued under the Contract prior to termination or expiration and nothing in the Contract prejudices the right of either Party to recover any amount outstanding at such termination or expiry; and
  - (b) termination of the Contract does not affect the continuing rights, remedies or obligations of the Authority or the Supplier under clauses C2 (Payment and VAT), C3 (Recovery of Sums Due), D2 (Data Protection and Privacy), D3 (Official Secrets Acts and Finance Act), D4 (Confidential Information), D5 (Freedom of Information), E1 (Intellectual Property Rights), F5 (Audit), G1 (Liability, Indemnity and Insurance), H5 (Consequences of Expiry or Termination), H7 (Recovery), H8 (Retendering and Handover), H9 (Exit Management), H10 (Knowledge Retention), I6 (Remedies Cumulative), I12 (Governing Law and Jurisdiction) and paragraph 9 of Schedule 8.

## **H6 Disruption**

- H6.1 The Supplier shall take reasonable care to ensure that in the performance of its obligations under the Contract it does not disrupt the operations of the Authority, its employees or any other contractor employed by the Authority.
- H6.2 The Supplier shall immediately inform the Authority of any actual or potential industrial action, whether such action be by its own employees or others, which affects or might affect its ability at any time to perform its obligations under the Contract.
- H6.3 If there is industrial action by Staff, the Supplier shall seek Approval for its proposals to continue to perform its obligations under the Contract.
- H6.4 If the Supplier's proposals referred to in clause H6.3 are considered insufficient or unacceptable by the Authority acting reasonably, the Contract may be terminated with immediate effect by the Authority.
- H6.5 If the Supplier is unable to deliver the Services owing to disruption of the Authority's normal business, the Supplier may request a reasonable allowance of time, and, in addition, the



Authority will reimburse any additional expense reasonably incurred by the Supplier as a direct result of such disruption.

## **H7 Recovery**

H7.1 On termination of the Contract for any reason, the Supplier shall at its cost:

- (a) immediately return to the Authority all Confidential Information, Personal Data and IP Materials in its possession or in the possession or under the control of any permitted suppliers or Sub-Contractors, which was obtained or produced in the course of providing the Services;
- (b) immediately deliver to the Authority all Property (including materials, documents, information and access keys) provided to the Supplier in good working order;
- (c) immediately vacate any Authority Premises occupied by the Supplier;
- (d) assist and co-operate with the Authority to ensure an orderly transition of the provision of the Services to the Replacement Supplier and/or the completion of any work in progress; and
- (e) promptly provide all information concerning the provision of the Services which may reasonably be requested by the Authority for the purposes of adequately understanding the manner in which the Services have been provided and/or for the purpose of allowing the Authority and/or the Replacement Supplier to conduct due diligence.

H7.2 If the Supplier does not comply with clauses H7.1 (a) and (b), the Authority may recover possession thereof and the Supplier grants a licence to the Authority or its appointed agents to enter (for the purposes of such recovery) any premises of the Supplier or its suppliers or Sub-Contractors where any such items may be held.

## **H8 Retendering and Handover**

H8.1 Within 21 days of being requested by the Authority, the Supplier shall provide, and thereafter keep updated, in a fully indexed and catalogued format, all the information necessary to enable the Authority to issue tender documents for the future provision of the Services or bring the delivery of the Service in-house.

H8.2 The Authority shall take all necessary precautions to ensure that the information referred to in clause H8.1 is given only to potential providers who have qualified to tender for the future provision of the Services.

H8.3 The Authority shall require that all potential providers treat the information in confidence; that they do not communicate it except to such persons within their organisation and to such extent as may be necessary for the purpose of preparing a response to an invitation to tender issued by the Authority; and that they shall not use it for any other purpose.

H8.4 The Supplier indemnifies the Authority against any claim made against the Authority at any time by any person in respect of any liability incurred by the Authority arising from any



deficiency or inaccuracy in information which the Supplier is required to provide under clause H8.1.

- H8.5 The Supplier shall allow access to the Premises in the presence of an authorised representative, to any person representing any potential provider whom the Authority has selected to tender for the future provision of the Services.
- H8.6 If access is required to the Supplier's Premises for the purposes of clause H8.5, the Authority shall give the Supplier 7 days' notice of a proposed visit together with a list showing the names of all persons who will be visiting. Their attendance shall be subject to compliance with the Supplier's security procedures, subject to such compliance not being in conflict with the objectives of the visit.
- H8.7 The Supplier shall co-operate fully with the Authority during any handover at the end of the Contract. This co-operation includes allowing full access to, and providing copies of, all documents, reports, summaries and any other information necessary in order to achieve an effective transition without disruption to routine operational requirements.
- H8.8 Within 10 Working Days of being requested by the Authority, the Supplier shall transfer to the Authority, or any person designated by the Authority, free of charge, all computerised filing, recording, documentation, planning and drawing held on software and utilised in the provision of the Services. The transfer shall be made in a fully indexed and catalogued disk format, to operate on a proprietary software package identical to that used by the Authority.
- H8.9 For the avoidance of doubt, clause H8 shall also apply in the event the Authority does not retender the catering services and brings the Service in-house. The Supplier shall co-operate fully with the Authority in handing over the Service as if the Authority were a potential provider.

## **H9 Exit Management**

- H9.1 On termination of the Contract the Supplier shall render reasonable assistance to the Authority to the extent necessary to affect an orderly assumption by a Replacement Supplier in accordance with the procedure set out in clauses H9.2 to H9.6.
- H9.2 If the Authority requires a continuation of all or any of the Services on expiry or termination of the Contract, either by performing them itself or by engaging a third party to perform them, the Supplier shall co-operate fully with the Authority and any such third party and shall take all reasonable steps to ensure the timely and effective transfer of the Services without disruption to routine operational requirements.
- H9.3 The following commercial approach shall apply to the transfer of the Services if the Supplier:
  - (a) does not have to use resources in addition to those normally used to deliver the Services prior to termination or expiry, there shall be no change to the Price; or
  - (b) reasonably incurs additional costs, the Parties shall agree a Change to the Price based on the Supplier's rates either set out in Schedule 2 or forming the basis for the Price.



- H9.4 When requested to do so by the Authority, the Supplier shall deliver to the Authority details of all licences for software used in the provision of the Services including the software licence agreements.
- H9.5 Within one Month of receiving the software licence information described in clause H9.4, the Authority shall notify the Supplier of the licences it wishes to be transferred and the Supplier shall provide for the approval of the Authority a plan for licence transfer.
- H9.6 Notwithstanding the contents of clauses H9.1-9.5, the Supplier shall comply with the Exit Plan provisions further detailed at Schedule 11.

## **H10 Knowledge Retention**

The Supplier shall co-operate fully with the Authority in order to enable an efficient and detailed knowledge transfer from the Supplier to the Authority on the completion or earlier termination of the Contract and in addition, to minimise any disruption to routine operational requirements. To facilitate this transfer, the Supplier shall provide the Authority free of charge with full access to its Staff, and in addition, copies of all documents, reports, summaries and any other information requested by the Authority. The Supplier shall comply with the Authority's request for information no later than 15 Working Days from the date that that request was made.

## **H11 Vacancy Reconciliation**

- H11.1 The Parties acknowledge that the Prisoner Catering Price is in part based on the resource levels specified in Schedule 2 – Prices and Invoicing. For the avoidance of doubt, the Prisoner Catering Price applies to HMP Bullingdon and HMP Birmingham only.
- H11.2 The Supplier shall as soon as reasonably practicable (which shall be no more than 30 days after becoming aware or the date on which it ought reasonably to be aware) update the Authority on any resource issues from time to time, including without limitation, any known or anticipated vacancies or long term sick leave.
- H11.3 The Supplier shall advise the Authority of the following as part of the regular contract review meetings:
- a) job title of vacant position;
  - b) Prison Premises to which the vacant position relates;
  - c) length of time the vacancy has been open;
  - d) interim measures taken or due to be taken to fill the position;
  - e) cost of any vacant position not filled; and
  - f) cost of interim measures taken.
- H11.4 The Supplier shall track, monitor and document the information as listed in H11.3 throughout the Contract duration.
- H11.5 On an annual basis, the Parties shall meet to reconcile the vacancies to determine the amount to be recredited to the Authority. The Parties shall meet one month after each anniversary of the Commencement Date. For the avoidance of doubt, in the final contract year the Parties shall include the annual reconciliation as part of the exit planning in line with H9 and Schedule 11.





H11.6 The following criteria shall apply to the vacancy reconciliation process. Where

- (a) a position specified in Schedule 12 is vacant for more than 30 days from the date after the last day of the notice period of the vacant position; and
- (b) the position has not been filled with temporary, agency staff or through any other agreed interim measures for such period; and
- (c) the Service standards have not been met in accordance with any of the KPI's as outlined in Schedule 1,

then these positions shall be in scope for the annual vacancy reconciliation.

H11.7 The vacancy reconciliation shall follow the methodology for the vacant positions in scope for review in line with H11.6:

A = number of days the vacancy is vacant for in line with H11.3

B = Total annual cost of the position in line with Schedule 12

C = Days within one year = 365

$(B / C) * A$  = Total cost of vacancy reconciliation

Example:

A = 15 days

B = £30,000

C = 365

$(30,000 / 365) * 15 = £1,232$

H11.8 For the avoidance of doubt, where cover is provided by temporary or agency staff, these shall not be considered as vacancy days.

H11.9 For the avoidance of doubt, a threshold of [REDACTED] shall apply to each Prison Site: HMP Birmingham and HMP Bullingdon. Where the annual vacancy reconciliation determines that costs for unfilled vacancies in line with H11.6 are below [REDACTED], there will be no recredit to the Authority. Where the annual vacancy reconciliation determines that costs for unfilled vacancies in line with H11.6 are above [REDACTED] then the difference from [REDACTED] to the total cost of vacancies shall be recredited to the Authority.

H11.10 Due to the manner in which the Services are provided the Supplier must ensure all reconciliations are recorded against the appropriate Prison Premises' invoice and area, e.g. HMP Bullingdon (prisoner catering) or HMP Birmingham (prisoner catering), in order for an accurate Price adjustment.



H 11.11 The Authority reserves the right to review the reconciliation and shall as part of the contract management process, and in consultation with the Supplier, decide whether or not these are applicable in whole, in part or not at all.

H11.12 The Authority will populate Schedule 12 with the information contained in Schedule 2

H 11.13 This provision is without prejudice to any other rights and remedies that the Authority may have.

H 11.14 This clause H11 shall take effect 3 (three) months from the Commencement Date.

## **H12 Business continuity**

H12. 1 Within 60 days of the Commencement Date, the Supplier shall prepare and deliver to the Authority for the Authority's written approval a plan in line with Schedule 13 [Business Continuity and Disaster Recovery], which shall detail the processes and arrangements that the Supplier shall follow to:

H12.1.1 ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Deliverables; and

H12. 1.2 the recovery of the Deliverables in the event of a Disaster ("BCDR Plan").

H12. 3 The BCDR Plan shall be divided into three sections:

H12.3.1 Section 1 which shall set out general principles applicable to the BCDR Plan;

H12.3.2 Section 2 which shall relate to business continuity (the "Business Continuity Plan"); and

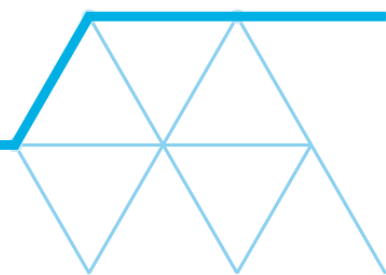
H12.3.3 Section 3 which shall relate to disaster recovery (the "Disaster Recovery Plan").

H12.4 Following receipt of the draft BCDR Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the BCDR Plan. If the Parties are unable to agree the contents of the BCDR Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

## **I GENERAL**

### **I1 Dispute Resolution**

I1.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Contract within 20 Working Days of either Party notifying the other of the dispute and such efforts shall involve the escalation of the dispute to the finance director of the Supplier and the commercial director of the Authority.



- I1.2 Nothing in this dispute resolution procedure prevents the Parties seeking from any court of competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.
- I1.3 If the dispute cannot be resolved by the Parties pursuant to clause I1.1 either Party may refer it to mediation pursuant to the procedure set out in clause I1.5.
- I1.4 The obligations of the Parties under the Contract shall not cease or be suspended or delayed by the reference of a dispute to mediation (or arbitration) and the Supplier and the Staff shall comply fully with the requirements of the Contract at all times.
- I1.5 The procedure for mediation and consequential provisions relating to mediation are as follows:
- (a) a neutral adviser or mediator (the “**Mediator**”) shall be chosen by agreement of the Parties or, if they are unable to agree upon a Mediator within 10 Working Days after a request by one Party to the other or if the Mediator agreed upon is unable or unwilling to act, either Party shall within 10 Working Days from the date of the proposal to appoint a Mediator or within 10 Working Days of notice to either Party that he is unable or unwilling to act, apply to the Centre for Effective Dispute Resolution to appoint a Mediator;
  - (b) the Parties shall within 10 Working Days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations. If appropriate, the Parties may at any stage seek assistance from the Centre for Effective Dispute Resolution to provide guidance on a suitable procedure;
  - (c) unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings;
  - (d) if the Parties reach agreement on the resolution of the dispute, the agreement shall be recorded in writing and shall be binding on the Parties once it is signed by their duly authorised representatives;
  - (e) failing agreement, either of the Parties may invite the Mediator to provide a non-binding but informative written opinion. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Contract without the prior written consent of both Parties; and
  - (f) if the Parties fail to reach agreement within 60 Working Days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to the Courts unless the dispute is referred to arbitration pursuant to the procedures set out in clause I1.6.
- I1.6 Subject to clause I1.2, the Parties shall not start court proceedings until the procedures set out in clauses I1.1 and I1.3 have been completed save that:



- (a) the Authority may at any time before court proceedings are commenced, serve a notice on the Supplier requiring the dispute to be referred to and resolved by arbitration in accordance with clause I1.7;
- (b) if the Supplier intends to commence court proceedings, it shall serve notice on the Authority of its intentions and the Authority has 21 days following receipt of such notice to serve a reply on the Supplier requiring the dispute to be referred to and resolved by arbitration in accordance with clause I1.7; and
- (c) the Supplier may request by notice to the Authority that any dispute be referred and resolved by arbitration in accordance with clause I1.7, to which the Authority may consent as it sees fit.

I1.7 If any arbitration proceedings are commenced pursuant to clause I1.6:

- (a) the arbitration is governed by the Arbitration Act 1996 and the Authority shall give a notice of arbitration to the Supplier (the “**Arbitration Notice**”) stating:
  - (i) that the dispute is referred to arbitration; and
  - (ii) providing details of the issues to be resolved;
- (b) the London Court of International Arbitration (“**LCIA**”) procedural rules in force at the date that the dispute was referred to arbitration in accordance with I1.7 (b) shall be applied and are deemed to be incorporated by reference to the Contract and the decision of the arbitrator is binding on the Parties in the absence of any material failure to comply with such rules;
- (c) the tribunal shall consist of a sole arbitrator to be agreed by the Parties;
- (d) if the Parties fail to agree the appointment of the arbitrator within 10 days of the Arbitration Notice being issued by the Authority under clause I1.7 (a) or if the person appointed is unable or unwilling to act, the arbitrator shall be appointed by the LCIA;
- (e) the arbitration proceedings shall take place in London and in the English language; and
- (f) the arbitration proceedings shall be governed by, and interpreted in accordance with, English Law.

## I2 Force Majeure

- I2.1 Subject to this clause I2, a Party may claim relief under this clause I2 from liability for failure to meet its obligations under the Contract for as long as and only to the extent that the performance of those obligations is directly affected by a Force Majeure Event. Any failure or delay by the Supplier in performing its obligations under the Contract which results from a failure or delay by an agent, Sub-Contractor or supplier is regarded as due to a Force Majeure Event only if that agent, Sub-Contractor or supplier is itself impeded by a Force Majeure Event from complying with an obligation to the Supplier.



- 12.2 The Affected Party shall as soon as reasonably practicable issue a Force Majeure Notice, which shall include details of the Force Majeure Event, its effect on the obligations of the Affected Party and any action the Affected Party proposes to take to mitigate its effect.
- 12.3 If the Supplier is the Affected Party, it is not entitled to claim relief under this clause I2 to the extent that consequences of the relevant Force Majeure Event:
- (a) are capable of being mitigated by any of the Services, but the Supplier has failed to do so; and/or
  - (b) should have been foreseen and prevented or avoided by a prudent provider of services similar to the Services, operating to the standards required by the Contract.
- 12.4 Subject to clause I2.5, as soon as practicable after the Affected Party issues the Force Majeure Notice, and at regular intervals thereafter, the Parties shall consult in good faith and use reasonable endeavours to agree any steps to be taken and an appropriate timetable in which those steps should be taken, to enable continued provision of the Services affected by the Force Majeure Event.
- 12.5 The Parties shall at all times following the occurrence of a Force Majeure Event and during its subsistence use their respective reasonable endeavours to prevent and mitigate the effects of the Force Majeure Event. Where the Supplier is the Affected Party, it shall take all steps in accordance with Good Industry Practice to overcome or minimise the consequences of the Force Majeure Event.
- 12.6 If, as a result of a Force Majeure Event:
- (a) an Affected Party fails to perform its obligations in accordance with the Contract, then during the continuance of the Force Majeure Event:
    - i) the other Party is not entitled to exercise its rights to terminate the Contract in whole or in part as a result of such failure pursuant to clause H2.1 or H2.3; and
    - ii) neither Party is liable for any Default arising as a result of such failure;
  - (b) the Supplier fails to perform its obligations in accordance with the Contract it is entitled to receive payment of the Price (or a proportional payment of it) only to the extent that the Services (or part of the Services) continue to be performed in accordance with the Contract during the occurrence of the Force Majeure Event.
- 12.7 The Affected Party shall notify the other Party as soon as practicable after the Force Majeure Event ceases or no longer causes the Affected Party to be unable to comply with its obligations under the Contract.
- 12.8 Relief from liability for the Affected Party under this clause I2 ends as soon as the Force Majeure Event no longer causes the Affected Party to be unable to comply with its obligations under the Contract and is not dependent on the serving of a notice under clause I2.7.

### **I3 Notices and Communications**



13.1 Subject to clause 13.3, where the Contract states that a notice or communication between the Parties must be “written” or “in writing” it is not valid unless it is made by letter (sent by hand, first class post, recorded delivery or special delivery) or by email or by communication via Bravo.

13.2 If it is not returned as undelivered a notice served in:

- (a) a letter is deemed to have been received 2 Working Days after the day it was sent; and
- (b) an email is deemed to have been received 4 hours after the time it was sent provided it was sent on a Working Day

or when the other Party acknowledges receipt, whichever is the earlier.

13.3 Notices pursuant to clauses 11, 12 or 17 or to terminate the Contract or any part of the Services are valid only if served in a letter by hand, recorded delivery or special delivery.

13.4 Notices shall be sent to the addresses set out below or at such other address as the relevant Party may give notice to the other Party for the purpose of service of notices under the Contract:

(a) For the Authority:

Contact Name: [REDACTED];

Address: 102 Petty France, London, SW1H 9GL; and

Email: [REDACTED].

Contact Name: [REDACTED];

Address: Ascent 4, 2 Gladiator Way, Farnborough Aerospace Centre, Farnborough, Hampshire GU14 6XN; and

Email: [REDACTED].

## **14 Conflicts of Interest**

14.1 The Supplier shall take appropriate steps to ensure that neither the Supplier nor any Staff is placed in a position where, in the reasonable opinion of the Authority, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier and the duties owed to the Authority under the Contract. The Supplier will notify the Authority immediately giving full particulars of any such conflict of interest which may arise.

14.2 The Authority may terminate the Contract immediately by notice and/or take or require the Supplier to take such other steps it deems necessary if, in the Authority’s reasonable opinion, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier and the duties owed to the Authority under the Contract. The actions



of the Authority pursuant to this clause I4 shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Authority.

## **I5 Rights of Third Parties**

- I5.1 Clauses B10.5 and E1.3 confer benefits on persons named in them (together “**Third Party Provisions**” and each person a “**Third Party Beneficiary**”) other than the Parties and are intended to be enforceable by Third Party Beneficiaries by virtue of the Contracts (Rights of Third Parties) Act 1999 (“**CRTPA**”).
- I5.2 Subject to clause I5.1, a person who is not a Party has no right under the CRTPA to enforce the Contract but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to the CRTPA and does not apply to the Crown.
- I5.3 No Third-Party Beneficiary may enforce or take steps to enforce any Third-Party Provision without Approval.
- I5.4 Any amendments to the Contract may be made by the Parties without the consent of any Third-Party Beneficiary.

## **I6 Remedies Cumulative**

Except as expressly provided in the Contract all remedies available to either Party for breach of the Contract are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy are not an election of such remedy to the exclusion of other remedies.

## **I7 Waiver**

- I7.1 The failure of either Party to insist upon strict performance of any provision of the Contract, or the failure of either Party to exercise, or any delay in exercising, any right or remedy do not constitute a waiver of that right or remedy and do not cause a diminution of the obligations established by the Contract.
- I7.2 No waiver is effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with clause I3 (Notices and Communications).
- I7.3 A waiver of any right or remedy arising from a breach of the Contract does not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Contract.

## **I8 Severability**

If any part of the Contract which is not of a fundamental nature is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such part shall be severed and the remainder of the Contract shall continue in full effect as if the Contract had been executed with the invalid, illegal or unenforceable part eliminated.

## **I9 Entire Agreement**





The Contract constitutes the entire agreement between the Parties in respect of the matters dealt with therein. The Contract supersedes all prior negotiations between the Parties and all representations and undertakings made by one Party to the other, whether written or oral, except that this clause shall not exclude liability in respect of any fraudulent misrepresentation.

## **I10 Change in Law**

I10.1 The Supplier is neither relieved of its obligations to supply the Services in accordance with the terms and conditions of the Contract nor entitled to an increase in the Price as the result of:

- (a) a General Change in Law; or
- (b) a Specific Change in Law where the effect of that Specific Change in Law on the Services is reasonably foreseeable at the Commencement Date.

I10.2 If a Specific Change in Law occurs or will occur during the Term (other than as referred to in clause I10.1(b)), the Supplier shall:

- (a) notify the Authority as soon as reasonably practicable of the likely effects of that change, including whether any:
  - (i) Change is required to the Services, the Price or the Contract; and
  - (ii) relief from compliance with the Supplier's obligations is required; and
- (b) provide the Authority with evidence:
  - (i) that the Supplier has minimised any increase in costs or maximised any reduction in costs, including in respect of the costs of its Sub-Contractors; and
  - (ii) as to how the Specific Change in Law has affected the cost of providing the Services.

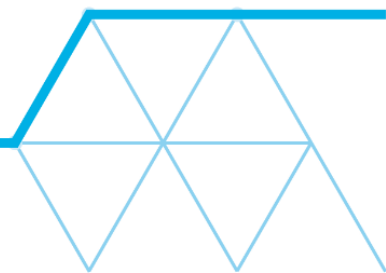
I10.3 Any variation in the Price or relief from the Supplier's obligations resulting from a Specific Change in Law (other than as referred to in clause I10.1(b)) shall be implemented in accordance with clause F4.

## **I11 Counterparts**

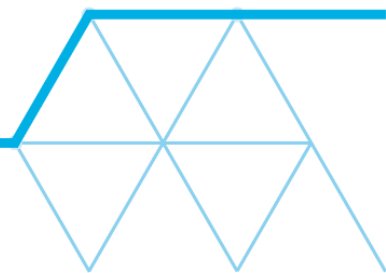
The Contract may be executed in counterparts, each of which when executed and delivered constitute an original but all counterparts together constitute one and the same instrument.

## **I12 Governing Law and Jurisdiction**

Subject to clause I1 (Dispute Resolution) the Contract, including any matters arising out of or in connection with it, are governed by and interpreted in accordance with English Law and are subject to the jurisdiction of the Courts of England and Wales. The submission to such jurisdiction does not limit the right of the Authority to take proceedings against the Supplier in any other court of competent jurisdiction, and the taking of proceedings in any other court of



competent jurisdiction does not preclude the taking of proceedings in any other jurisdiction whether concurrently or not.



## SCHEDULE 1 – SPECIFICATION

This Schedule 1 sets out the Services provided by the Supplier and provides a description of what each Service entails.

For the avoidance of doubt, the “Prisoner Catering Services” are those services more particularly described in Part 1 to this Schedule 1 and the “Staff and Visitor Services” are those services as more particularly described in Part 2 to this Schedule 1.

### PART 1a – PRISONER CATERING SPECIFICATION

#### 1 Summary of Requirements

- 1.1 For the purpose of this document and any relevant Annexes, the customer is referred to as the Authority.
- 1.2 The Authority currently operates 123 prisons in England and Wales (of which 13 are privately run). Public sector prisons all provide three meals daily and snacks to approximately 84,000 Prisoners which equates to approximately 92 million meals per year. Of the 123 public prisons a total of 4 prisons currently outsource part or all of their catering services
- 1.3 The delivery of full Prisoner catering services is currently outsourced in 2 public sector Prisons which are being re-competed.
- 1.4 This tender will include current and potential future provision of Prisoner catering services at the specified prisons. The Prisoner catering service will require a full catering service of three meals and one snack per day. As a minimum one of these meals must contain a substantial hot plate/meal option. The catering service provider is responsible for menu planning (with due consideration to diversity of prisoner cultures, religious beliefs and ethics and MoJ policies), preparation, distribution and compilation of multiple choice pre-select menus and ordering of food (via MoJ Food contracts) as well as all normal catering services.
- 1.5 The purpose of this specification is to allow Bidders to develop proposals for the delivery and development of catering services which meet the standards of service required by the Authority. The Service Provider shall adhere to and comply with Prison Service Instruction 44/2010 Catering – Meals for Prisoners – Prison Catering Services (PSI 44/2010) and the Catering Operating Manual and subsequent variations and versions of, as these are key policy documents for catering within Prisons. These are included in Annex 1 and Annex 2.
- 1.6 A review of the PSI 44/2010 is underway and therefore likely to come into place over the duration of this contract. The future amendments of this PSI are predominantly legislative and policy updates. Amendments will also incorporate current thinking and



recommendations from government regarding food choice and nutrition, as well as sustainability pressures. Service Providers shall be responsible for ensuring that they are working towards the latest Government policy and guidance. In the event of conflict between this specification and PSI 44/2010 the latter shall take precedence, unless formal agreement is made in writing between the parties, although all other areas within the specification shall remain in effect.

- 1.7 Service Providers are required to comply with the mandatory requirements of the Government Buying Standards (GBS) for Food and Catering Services and are encouraged to meet the best practice criteria of the GBS for food and catering services. These can be found linked within Annex 3.
- 1.8 Catering services will be required to this standard specification with local catering options and requirements determined by the Prison specific Service Level Agreements (SLAs) in Annex 5.
- 1.9 Services to be supplied include, but are not limited to, the following:
  - Effective management of the service to deliver a high-quality catering service to Prisoners, in an economic manner;
  - Order food via MoJ Food Contracts and ensure goods received adhere to commodity specifications approved by HMPPS policy leads;
  - Develop and implement a multi-choice, pre-select menu that includes and identifies healthy options and reflects Prisoner preferences whilst providing acceptable, wholesome and nutritious meals;
  - Ensure high standards in the preparation, presentation and serving of meals;
  - Reduce reoffending and ensure focus and high standards are met in the training of Prisoners in line with the MoJ Outcome Delivery Plan. This can be found in Annex 4;
  - Develop and maintain good relations and communications with Prisoners, Prison Staff and other stakeholders;
  - Ensure high standards of hygiene and cleanliness are maintained and that all equipment is properly used and maintained in good repair.

## 2 Scope

- 2.1 The Service Provider shall provide a full catering service for Prisoners, as identified in this specification and each prisons Service Level Agreements (SLA). The Service Provider's responsibilities shall be as outlined in this specification and involve the efficient



management of labour, overheads, food and consumables, training and supervision of Prisoners working in a catering capacity.

2.2 Descriptions of services within this document are intended to give the Service Provider an indication of the type and volume of services currently envisaged. The Service Provider will co-operate with the Prison Representative to provide such services as are required and to develop and improve the services to meet each Prison's changing needs.

2.3 This contract will not include:

- Purchase of catering equipment
- Maintenance of catering equipment
- Purchase of food and beverages as per section 5
- Purchase of consumables as per section 13.2

### 3 Provision

3.1 The 'core' business is providing meals for Prisoners on a daily basis throughout the year, including weekends and all public holidays and bank holidays for which the Service Provider shall ensure adequate cover exists at all times. Other areas of food service that may be required on a site by site basis are identified within SLAs.

3.2 Prisoner catering facilities shall be available for use by the Service Provider as outlined within the SLAs. The SLAs also outline current service hours, as well as required service hours going forwards. The Service Provider shall also serve meals for Prisoners in out of service hours upon request, this may include the provision of plated meals (due, for example, to late arrivals from court, Prisoners being transferred between Prisons and Prisoners practicing Ramadan).

3.3 It will be the responsibility of the Service Provider to determine working hours for Staff.

3.4 Each Prisoner shall be offered breakfast, midday and evening meals, a supper snack and a condiments and beverage pack. As a minimum one of the mealtimes (midday or evening) shall include a substantial hot option for Prisoners. Beverages shall be served by way of a beverage pack containing 4 hot drinks choices and individual dietary items such as vegan milk and sugar/sweeteners.

3.5 The ethos of Prison catering is one of providing preferred choice to Prisoners and the Service Provider shall be responsible for developing a pre-select multi choice menu for Prisoners. Each menu shall include at least five options per meal and shall reflect the population mix in the prison, encompassing Prisoner personal preferences, religious, ethnic, cultural and health requirements. For example, circa 15% of the overall Prison



population are practicing Muslims and as such will require a Halal diet, however the percentage of practicing Muslims per Prison will vary.

- 3.6 The Service Provider shall support through menus offered the ability for Prisoners to recognise religious events and festivals e.g. Christmas, Diwali, Passover, and Ramadan.
- 3.7 Menus shall be reviewed following the completion of consumer surveys and shall balance Prisoner preferences against a number of other factors. These factors include (but are not limited to): nutritional content, available budget, Staff capability, colour, taste, texture, population needs, Food Standards Agency (FSA) guidelines for adult men and women, Authority regimes, seasonal availability and commodities available via MoJ Food Contracts.
- 3.8 Each Prisoner shall then be supplied with their chosen meal option. In the rare instance where this cannot be provided, the Service Provider shall supply a suitable alternative. A record of options chosen by each Prisoner shall be available to servery Staff.
- 3.9 All Prisons aim to offer a range of foods that enable Prisoners to make healthy eating choices. All menus shall identify menu options that are healthier eating options, in line with the Government Initiative guided by 'The Eatwell Guide'. Prisons are required to offer a wide range of interesting fresh fruits, vegetables and salads. Menus shall be constantly and objectively reviewed with recipes, cooking methods and service modified to encourage Prisoners towards more healthy diets.
- 3.10 It shall be the responsibility of the Service Provider to achieve a fast and efficient service. The Service Provider shall cook the food on the Prison Premises and deliver the food across the prison to serveries.
- 3.11 The Service Provider shall deliver and operate successfully within the identified constraints of cost, space, facilities, health and security.
- 3.12 The Authority may at any time explore and implement innovative changes in catering service provision with the Service Provider and the Service Provider is encouraged to explore and bring forward innovative changes for discussion and possible implementation with the Prison Representative.
- 3.13 For the avoidance of doubt, the Authority shall at its own cost provide the Food Services Facilities and suitable access thereto, heavy equipment, heat, light, power, fuel, water, waste disposal and ventilation for use in the Services. Access is granted to the Service Provider in a non-exclusive manner.

#### 4 Government Initiatives

- 4.1 The Authority is responsible in part for delivering wider Government Sector and Public Health initiatives. Crown Commercial Service (CCS), Department of Health (DoH), Public Health England (PHE), Food Standards Agency (FSA) and Department for Environment,



Food and Rural Affairs (DEFRA) all work towards delivering the Governments 'Public Health Agenda'. A significant contributor to the successful delivery of these initiatives is the work of the Public Sector Food Procurement Initiative (PSFPI) which support the Governments paper 'Food Matter: Towards a Strategy for the 21<sup>st</sup> Century'.

- 4.2 The PSFPI is a key part of the delivery strategy by promoting the use of fresh, seasonal and nutritious ingredients, while at the same time encouraging more consumption of organic, farm assured products and fish from sustainable sources. The PSFPI also covers environmental and waste issues. Re-usable packaging, controlling energy and water use, reducing waste by serving quality food and using recyclable materials as well as efficient disposal of waste are a key element of the proposals. More information can be obtained on the DEFRA website.
- 4.3 HMPPS is committed to helping Prisoners and Staff to lead a healthy lifestyle. Working with the Department of Health we encourage primary healthcare, adequate exercise and activity opportunities together with the opportunity to eat well. Promoting an active, fit and healthy lifestyle contributes to well-being and increases Prisoners' prospects whilst in prison and on release.
- 4.4 The 'Choosing Health' White Paper was published in November 2004. This paper identified six key priority areas; the priority pertinent to this specification is 'Tackling obesity'. More information can be obtained on the Department of Health website.
- 4.5 The Service Provider shall work with the Authority to deliver catering related Government Initiatives relevant to this contract including those identified above.

## 5 Ordering, Delivery, Storage and Stock Management

### 5.1 Budget:

- 5.1.1 Each Prison shall pay the sum of all food orders arising out of the Prisoner catering service. It shall be the Service Provider's responsibility to control expenditure and keep or improve upon the budget set by the prison as identified in their SLA. This includes all religious, dietary, cultural needs and special medical diets (e.g. Coeliac diet).
- 5.1.2 The Service Provider shall make available immediately upon request by the Prison Representative a current breakdown of spend against the target budget, and average overall spend per Prisoner.

### 5.2 Ordering:

- 5.2.1 When ordering, the Service Provider shall purchase all necessary food commodities via the MoJ Food Contracts using SOP (for Bread) and the Bidfood Portal (for all other food items including all religious, dietary, cultural needs and special medical diets), as well as a pool of specialist MoJ Service Providers for any non-catalogue orders, if required.





The MoJ Food Contracts consolidate spend across all Prisons to achieve cost reductions and ensures compliance to agreed standards on quality and provenance.

5.2.2 The Service Provider must adhere to all terms and conditions of the MoJ Food Contracts.

5.2.3 The Service Provider shall ensure that all orders are made in a timely manner and deliveries scheduled to minimise inconvenience and disruption to the normal activities of the Prison and delivery schedule of the MoJ Service Providers. Deliveries to Prisons shall be minimised in order to reduce gate openings and environmental impact.

5.2.4 Should the Service Provider require any additional delivery slots outside of those listed below, then they shall be liable for the costs of these.

5.2.5 The current delivery schedules for the MoJ Food Contracts are outlined below. Please note that these delivery schedules are subject to change and the Service Provider shall adhere to any new and future delivery schedules in which they are notified of.

5.2.6 The Service Provider will be liable for any additional costs relating to minimum order values.

5.2.7 The current agreed food deliveries are:

Prison	Ambient	Fresh and Chilled	Frozen
Birmingham			
Bullington			

5.2.8 The current agreed bread deliveries are:

Prison	Gate times	Delivery days
Birmingham		
Bullington		



### 5.3 Delivery:

- 5.3.1 The Service Provider shall ensure that catering personnel are available to receive deliveries. Delivery areas must be left in a clean and tidy condition by the Service Provider following receipt of catering related deliveries.
- 5.3.2 The Service Provider shall check received goods against the order placed for the correct price, quantity and quality standards and use the identified error recovery procedures where these do not match.

### 5.4 Receipting:

- 5.4.1 Once delivered, the Service Provider shall ensure all goods are receipted on the relevant system, in compliance with the Authority's work instructions, policies and procedures.

### 5.5 Stock:

- 5.5.1 The Service Provider shall ensure goods are stored securely and correctly in conditions appropriate to their specific food type and packaging until they are required. Care shall be taken to ensure no cross contamination occurs.
- 5.5.2 The Service Provider shall assume responsibility for managing and maintaining stock levels such that meals may be supplied in the event of an emergency e.g. lockdown resulting in no food delivery.

## 6 Prisoner Meals

### 6.1 Menus:

- 6.1.1 Menus shall reflect the diversity of the Prison's local population, change daily, and offer a variety of foods to avoid menu fatigue or boredom on the part of the Prisoners whilst responding to changes in fashion and taste. If a repeated menu cycle is implemented the cycle shall demonstrate sufficient time periods between cycles. As a minimum a 4-week menu cycle to change with seasonal variances.
- 6.1.2 A healthy balance shall be adopted in the use of food commodities. Seasonal and fresh product may be used in preference to frozen, tinned, dried or otherwise preserved foodstuffs; ready-made meals shall be kept to a minimum. The Service Provider shall be aware of all potentially harmful additives and preservatives, and allergens and ensure that the composition of dishes largely excludes such additions.
- 6.1.3 A selection of menu items, both hot and cold, shall be provided on each menu that promotes wholesome, healthy and nutritional food as well as providing Prisoners with an opportunity to reduce their salt, fat and sugar intake and increase fibre. Menus shall



be developed such that Prisoners may achieve '5 a Day' and pick well-balanced, nutritious meals. Portion sizes shall be of a level that Prisoners can assess if they have achieved their recommended daily intake.

- 6.1.4 In preparing the menus the Service Provider shall consider that for many Prisoners, English may not be their first language and shall try to ensure that key ingredients and allergens can be readily identified.
- 6.1.5 The Service Provider shall implement any policy decisions taken by the Authority or Prison Representative with regards to menus and cycles.

## 6.2 Prisoner Meals:

- 6.2.1 Prisoners will be provided with three meals per day: normally breakfast, lunch and dinner. A multi-option (minimum 5 options to meet the differing dietary requirements i.e. vegetarian, religious needs etc), pre-select menu including a minimum of one substantial hot meal choice per day will be provided for the lunchtime or evening meal. In addition, Prisoners should be provided with the commodities to enable them to prepare a minimum of 4 hot drinks per day with condiments to accompany meals and beverages. The Service Provider shall make available cold potable water to all Prisoners.
- 6.2.2 The quality, freshness and presentation of food shall be consistent throughout the daily meal service. In addition to daily meals, a supper snack item is required for consumption after the evening meal.
- 6.2.3 Prisoners will ultimately make their own meal choices based upon the menu provided, however the menu must provide sufficient nutritional information for an informed choice to be made. Additionally, the Service Provider must ensure that portion sizes are uniform upon serving.
- 6.2.4 Mealtimes must be formally agreed by the Authority. Mealtimes should reflect those within the community with a minimum of four and a half hours between the beginning of lunch and the beginning of the evening meal service with lunch served around midday. No Prisoner shall go without food for more than 14 hours.
- 6.2.5 Meals are normally available to be consumed within the following core times (although there may be some local variation as identified in prison SLAs):



- Breakfast 07:00 to 09:00
- Midday 12:00 to 14:00
- Evening 17:00 to 19:00

### 6.3 Menu Compilation:

#### 6.3.1 Menus shall conform to the following compilation:

- Bread, Other Cereals and Potatoes
  - a) Starchy foods shall make up about a third of the daily diet;
  - b) Offer a variety of breakfast cereals, including wholemeal, porridge and/or bread at breakfast;
  - c) Offer a variety of starchy foods with main meals including potatoes, rice, pasta, noodles and other grains;
  - d) A variety of breads shall be available at each meal service and meal accompaniments;
  - e) Offer wholegrain cereals where possible
- Fruit and Vegetables
  - a) Fruit and vegetables shall make up around a third of the daily diet;
  - b) A selection of fruit and vegetables shall be offered daily;
  - c) Aim for one or two portions with each meal and offer fruit as a snack item;
- Milk and Dairy Products and Dairy Alternatives
  - a) Milk and dairy foods shall be served daily;
  - b) Moderate amounts shall be offered each day as milk for cereals, in drinks, cheese, yoghurt or milk-based puddings and sauces;
  - c) All milk provided shall be semi-skimmed and where appropriate, lower fat and salt dairy options shall be used or high fat/salt options in smaller amounts or less frequently.
- Meat, Fish and Meat Alternatives
  - a) A meat or meat alternative shall be offered at all main meals;



- b) Fish shall be offered at least twice a week, one of which shall be oily (a typical portion is 140g);
- c) Meat alternatives for vegetarians and vegans will be varied and use a variety of foods from this group. Cheese may be used as a substitute for vegetarians; however dairy foods shall not be used too often as the main protein source for vegetarians.

- Food Containing Salt, Fat and Food/Drinks Containing Sugar

- a) Use just a small amount of these foods;
- b) Use lower fat alternatives or use these foods in smaller amounts. Where possible saturated fat shall be replaced with unsaturated fat;
- c) Added Value Products – check the label and choose those foods with lower levels of salt.

6.3.2 Any product promoted as healthy shall avoid adding salt to food during the preparation, cooking or at the point of service (PoS), wherever possible.

6.3.3 Food shall always be presented to Prisoners in an attractive and appetising manner. Food serveries shall be monitored constantly and filled, cleaned and adjusted to achieve this, as and when necessary by the Service Provider.

## 7 Preparation

7.1 It shall be the responsibility of the Service Provider to ensure the following:

- a) The preparation of commodities into a 'saleable' item (a meal, for example) is carried out using nutritionally balanced standard recipes which shall generate the required number of portions.
- b) Prepared meal components shall be kept at the correct temperature. The time between the completion of the cooking/preparation process shall be kept to a minimum to ensure that the nutritional content is maximised and the risk of hazard to food safety is minimised.
- c) Portion control on wing serveries: PSI 44/2010 and the Authorities 'Catering Manual' shall be implemented, this will be subject to review and change at times.
- d) The serving of food shall be prompt, friendly and efficient, recognising the needs and circumstances of the Prisoner.



- 7.2 The Service Provider shall be flexible and responsive to the service needs of the Authority, Prisoners, Visitors and Guests. Changes may be required at relatively short notice.
- 7.3 Distinctly separate equipment shall be used at all points for the preparation and serving of Halal meals. Similar consideration shall be shown for other ethical or religious restrictions.

## 8 Health, Safety and Hygiene

### 8.1 Service Provider's Responsibilities:

- 8.1.1 The Service Provider shall be directly responsible for its own Staff, sub-contractors, agents and any Prison Staff or Prisoners working to them, in relation to health and safety and shall, in conjunction with the Authority, take all reasonable actions to ensure the safe operation of the facilities and report to the Prison Representative immediately any potentially hazardous situations for rectification. The Service Provider shall provide services in a planned and controlled manner so as to ensure compliance with any relevant laws, statutes, statutory instruments, orders and regulations as are applicable and any amendments and modifications thereto which may be in or come into force during the period of the Contract. The Service Provider shall undertake the services with strict regard to safe methods of work in order to protect the health and safety of Staff, Prison Staff, Prisoners, Guests and Visitors and all other persons who might be affected.
- 8.1.2 A copy of the Service Provider's most recent policy and/or general policy with respect to health and safety at work shall be available to the Authority on request. The policy shall be maintained to ensure compliance with changing legislation as previously identified and shall notify the Authority where such change will impact on the health and safety policy in current use.

### 8.2 Food Safety:

- 8.2.1 Food shall be stored, prepared, presented and served at the correct temperature for food safety and eating quality as defined by the Authority in PSI 44/2010 Catering – Meals for Prisoners. The Service Provider will manage and maintain records to ensure they meet the minimum legal requirements and maintain records for audit purposes.
- 8.2.2 Prisoners shall be made aware of the contents of dishes, particularly where ingredients used might give rise to allergic or intolerance reactions (such as nuts or wheat/gluten) or where there are ethical or religious implications (such as vegan or Halal).
- 8.2.3 The Service Provider shall comply with all current legislation and regulations. The main food laws which apply to these policy areas in the UK are:



- a) Regulation (EC) No 853/2004 Hygiene of Foodstuffs and the Food Safety Act 1990 provides the framework for food legislation.
- b) The General Food Law Regulation (EC) 178/2002 is EC legislation on general food safety. Please see the FSA Guidance Notes on this regulation;
- c) The General Food Regulations 2004 (as amended) provides for the enforcement of certain provisions of Regulations (EC) 178/2002 (including imposing penalties) and amends the Food Safety Act 1990 to bring it in line with Regulation (EC) 178/2002.
- d) The Food Hygiene (England) Regulations 2006
- e) The European Food Information to Consumers Regulation No 1169/2011
- f) The Food Information Regulations 2014 and subsequent amendments made in 2019

#### 8.2.4 The Service Provider shall:

- a) Use due diligence in the procurement, storage, preparation and usage of all food materials;
- b) Develop and implement appropriate operational policies, procedures and practices to ensure food safety and hygiene standards are maintained at all times. This delivery shall be founded by adopting a management process of Hazard Analysis and Critical Control Points (H.A.C.C.P). The Service Provider shall provide assurance in the form of documentary evidence that this has been done within itself and its Sub-Contractors and this will be available at any time on request;
- c) Ensure any Service Provider, manufacturer, wholesaler, distributor or other party involved in the Service Provider's supply chain for this Contract complies with all appropriate Food Safety and Labelling legislation, and any other subsequent amendments or changes made during the term of the Contract. Details are available in the Food Law Guide on the Food Standards Agency website<sup>1</sup>.
- d) Maintain systems for ensuring food is handled, stored, prepared and cooked appropriately and provide daily evidence of food temperature controls at the key points of delivery including time and temperature at cooking, processing and storage. The Service Provider's records shall be available for inspection at any time by the Prison Representative;
- e) Ensure that all fridges and freezers are checked for correct operation a minimum of twice a day and temperatures recorded. The Service Provider shall maintain records for audit purposes. Any problems with fridge or freezer temperatures shall be reported immediately to the Prison Representative;

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<sup>1</sup> <http://www.food.gov.uk/foodindustry/regulation/>



- f) Clearly label all foods containing nuts and other potentially harmful ingredients both on the menu and on any service platters, counters or other places where food is served;
- g) Maintain an effective menu planning and food usage control system, to minimise the amount of waste generated; all waste shall be recorded with the reason for its disposal (this include waste generated by failing to use a product by its expiry date);
- h) Ensure that all Staff and Prisoners working with food receive adequate and relevant training in hygienic working practices and food handling techniques and employ these skills. Training records shall be maintained for all persons working in the catering operation and be provided to the Authority upon request.
- i) Ensure clean protective clothing is worn by all food handlers at all times whilst on duty and hygienic hand washing and drying facilities are provided and used by all food handlers.
- j) Maintain and implement an appropriate quality system which shall ensure the safety and integrity of all catering services at all times which will enable the Service Provider to enter a bona fide defence of due diligence under current (or subsequently amended) food safety regulations and laws.

### 8.3 Environmental Health Protection (EHP) Compliance:

- 8.3.1 All catering premises are subject to third party inspections by the Local Authority's Environmental Health Officer, directly employed Catering Manager and the Authority's Regional Catering Managers and Health and Safety Representatives without notice at any time.
- 8.3.2 Upon notice of hygiene or any other serious failing as identified by the Environmental Health Officer, the Service Provider shall immediately notify the Prison Representative of the issue together with reasons and recommendations. The Prison Representative together with the Service Provider shall be responsible for resolving the problem.
- 8.3.3 The Service Provider shall report all requirements, suggestions and recommendations otherwise made by the Environmental Health Officers or Regional Catering Manager to the Prison Representative within 24 hours, reporting all reasons for the issue, actions proposed or taken and timescales for compliance for agreement.
- 8.3.4 Where the required improvement or modification concerns operational practices, procedures or cleanliness or other areas which are the direct responsibility of the Service Provider, the necessary measures shall be taken by the Service Provider at its expense. Where the required improvement or modification concerns the fabric or physical condition or the facilities or Prison's operational / policy procedures the necessary measures related to this shall be the Authority's responsibility.



#### 8.4 Accidents and Incidents:

- 8.4.1 The Service Provider shall report as directed by the Prison Representative and maintain records of all accidents, injuries, diseases and dangerous occurrences within the Service Provider's area of responsibility involving its Staff, Prison Staff, Prisoners, Guests and Visitors in accordance with the Reporting of Injuries, Diseases, and Dangerous Occurrence Regulations 1985 or as subsequently amended. Copies of such records and reports shall be provided to the identified department within twelve hours of the incident leading to the report, or as otherwise stated by the Authority. The Service Provider shall comply with standard operating procedures set down by the Authority for medical care and assistance required in emergencies for Staff, Prison Staff, Prisoners, Guests and Visitors.

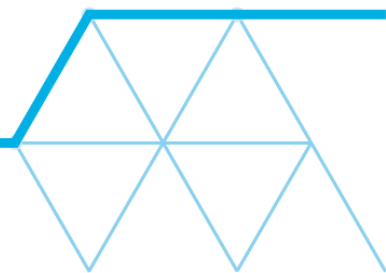
#### 8.5 Religious Certification:

- 8.5.1 The Service Provider shall ensure that all products used in provision of Religious options (e.g. Halal, Kosher) are identified as such on the product packaging.
- 8.5.2 The Service Provider shall ensure that all products used in provision of religious menu options (e.g. Halal, Kedassia) comply with PSI 44/2010 Catering – Meals for Prisoners and HMPPS chaplaincy policy and rules (Faith and Pastoral Care for Prisoners – PSI 05/2016 in Annex 2) with regards to their provision, storage, handling and, where applicable, are identified as suitable on product packaging. HALAL, KOSHER certification to be provided.

### 9 Personnel

#### 9.1 General:

- 9.1.1 The Service Provider shall provide, recruit and train such catering Staff and management as are required to provide to the full satisfaction of the Authority the services agreed in the Contract (taking into account any TUPE of existing personnel that may apply). The Service Provider shall ensure that all Staff are of a suitable calibre and adequately trained with Staff in professional or craft positions holding appropriate qualifications as per this specification. If following training and appraisal procedures, the Authority is of the view that any person is below the level which would be reasonably expected of someone in that position, they shall be replaced by the Service Provider at its own cost (including training).
- 9.1.2 The Service Provider shall not retain on Prison premises any person who, in the reasonable opinion of the Authority, fails to conduct themselves in accordance with the standards of behaviour required by the Authority. The Service Provider will be expected to implement disciplinary procedures to resolve any issues of conduct that are brought to its attention by the Authority without delay.



9.1.3 The Service Provider shall ensure that the local Catering Manager is fully aware of the obligations under this Contract in relation to the operation of the service to be provided and that the manager complies fully with such obligations.

9.1.4 The Service Provider shall co-operate with the Authority to provide and maintain a safe and appropriate working environment for Staff and Prisoners and ensure that there is appropriate cover for Staff during any absence e.g. due to sick leave, annual leave or training courses. The Service Provider shall ensure that any personnel used to cover for catering Staff shall be security cleared and trained to the appropriate level in all aspects of the duties to be carried out.

## 9.2 Current Personnel:

9.2.1 Current Staff numbers and TUPE information are supplied within the Invitation to Tender (ITT). Bidders must complete and return the required non-disclosure agreement (NDA) to gain access to this information.

## 9.3 Service Provider's Personnel:

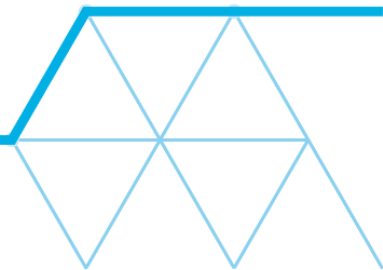
9.3.1 The Service Provider shall engage, employ and pay all labour required to provide the catering services except for Prison Staff or Prisoners made available to carry out catering tasks. The Service Provider shall ensure the continuity in post, as far as lies within their control, of experienced managers, supervisory Staff and a full team of skilled support Staff.

9.3.2 All Staff shall be trained to such a level that allows significant flexibility of labour resources.

9.3.3 Food handlers shall be trained, competent and appropriately supervised and instructed in food and hygiene matters.

9.3.4 The Service Provider should consider when selecting or recruiting any Staff or Sub-Contractor to be used on duties requiring contact with Prisoners, that a degree of maturity and an ability to withstand a degree of psychological pressure is essential to the smooth running of the operation and of the overall regime of the Prison. No person under the age of 18 years shall be allowed to undertake any part of the services on site.

9.3.5 The Service Provider shall take the steps required by the Authority to prevent unauthorised persons being admitted to the premises. If the Authority gives the Service Provider notice that any person is not to be admitted or is to be removed from involvement in the Contract, the Service Provider shall take all reasonable steps to comply with such notice and if required by the Authority the Service Provider shall replace any person removed with another suitably qualified person and ensure that any pass issued to the person removed is surrendered.



9.3.6 There should be enough contingency within proposed Staffing structures to cover Staff holidays/illnesses, where there are Staff shortages these should be reported to the Prison Representative within 24 hours with a plan for meeting the future shortage. Updates should be issued daily until the shortage is resolved.

9.3.7 It shall be the Service Provider's responsibility to ensure that all prospective Staff are medically fit enough to perform their required duties both prior to appointment and during their time on site. Evidence of medical fitness checks shall be retained by the Service Provider for audit purposes and be made available to the Authority on request.

#### 9.4 Security:

9.4.1 The Service Provider shall comply with all security requirements placed upon them by the Authority including ensuring all prospective Staff complete the required security documents, checking identities and forwarding proposed Staff security forms and evidence for progression. Security checks will normally be to HMPPS Enhanced Check clearance level, which checks for spent and unspent convictions. This must be attained prior to the Staff beginning work under this contract. Prior to expiry of security checks and clearance levels, the Service Provider shall re-apply for the required security checks for their Staff to ensure all Staff undertaking work on this contract have the required security clearance at all times. Should checks expire and not be re-issued, that Staff member will be unable to continue work on this Contract until clearance is gained. It is the Service Provider's responsibility to notify the Prison Representative should any occurrence impact a Staff member's security clearance and employment checks. The vetting will be carried out through the Prison. The services are to be provided once the Service Provider has performed preliminary checks. Any Prison specific amendments to security standards (if applicable) will be identified within the Prison's SLA's. This shall not replace the employment checks and other checks the Service Provider shall undertake such as right to work in the UK, DBS, etc.

9.4.2 The Authority shall provide 24-hour security for the catering areas as an integral part of the Premises security and maintenance arrangements.

9.4.3 The Service Provider shall ensure that all security arrangements for each catering facility are understood and adhered to by all Staff. All security cleared Staff shall be issued with security ID passes/name badges/keys and/or insignia and shall wear them at all times whilst on duty or within the Prison Premises.

9.4.4 The Service Provider shall be responsible for ensuring that all food and equipment on the Premises is securely stored. The Service Provider shall ensure that all security arrangements for each catering facility are understood and adhered to by all catering Staff. All security cleared Staff shall be issued with security identification passes/name badges and/or insignia and must wear them at all times whilst on duty or within the Prison Premises. All departmental security passes will be issued by the Prison.



- 9.4.5 Where the Prison's security restrictions preclude the use of metal cutlery, the Service Provider shall provide reusable cutlery at all times.
- 9.4.6 The Service Provider shall comply with all security requirement placed upon them by the Prison including ensuring all prospective Staff complete the required security documents, checking identities and forwarding proposed Staff security forms and evidence for progression. Security checks will normally be to a CTC level, but actual security levels required shall be detailed within the Prisons SLAs.
- 9.4.7 Neither the Service Provider nor any employees or agents of theirs shall carry out any business or trading activity within the confines of the Prison and no advertisement, neither sign nor notice of any description shall be exhibited without the express and written prior approval by the Prison Representative.
- 9.4.8 The Prison Representative and other directly employed Staff shall be afforded every facility to carry out their duties at any time. All accommodations made available to the Service Provider shall be open at all times for inspection by the Prison Representative.

#### 9.5 Training:

- 9.5.1 The Authority recognises the need for training, both during induction and during the course of employment and expects to derive both benefit and value for money from all training undertaken by Staff engaged in this Contract.
- 9.5.2 The Service Provider shall ensure that its employees are trained at its cost and in compliance with the law as amended from time to time. All employees engaged in food handling shall be trained in food hygiene as per PSI 44/2010 Catering – Meals for Prisoners and any future variation of. Staff may additionally be required to go through the Authority's training programmes, which, depending on role and Authority, will include SOP/Bidfood portal training and other key training required as part of the induction, as detailed in each Prison's SLA.
- 9.5.3 In addition to being trained to the standards set out, the Service Provider shall also be responsible for training Staff and Prisoners involved in regular food handling as outlined per the minimum qualification levels. For Prisoners this shall as a minimum include basic food hygiene and the Service Provider will be responsible for providing a suitable qualified training assessor, who will, where requested, work with the Authority's training verifier.
- 9.5.4 The Service Provider shall guarantee the minimum skill levels for key members of Staff including temporary Staff, as follows:

Job Title: Catering Manager



Essential Skills and Qualifications	Desirable Skills and Qualifications
City & Guilds 706/1 & 2 or NVQ level 1 & 2 (or equivalent Accredited Qualification)	Hygiene training skills
Minimum of two years management experience in managing a similar catering facility.	Intermediate Nutritional qualification
RIPH Diploma in Food Hygiene and Safety (or equivalent Accredited Qualification)	
Good Customer Care Skills	

Job Title: Catering Supervisor/ Chef Manager	
Essential Skills and Qualifications	Desirable Skills and Qualifications
City & Guilds 706/1 & 2 or NVQ level 1 & 2 (or equivalent Accredited Qualification)	Hygiene training skills
Level 3 Food Hygiene Certificate (or equivalent Accredited Qualification)	Intermediate Nutritional qualification
Minimum of two years supervisory experience in managing a similar catering facility.	
Good Customer Care Skills	

Job Title: Caterer / Chef	
Essential Skills and Qualifications	
City & Guilds 706/1 & 2 or NVQ level 1 & 2 (or equivalent Accredited Qualification)	
Level 2 Food Hygiene Certificate (or equivalent Accredited Qualification)	

Job Title: Catering Assistant	
Essential Skills and Qualifications	
Minimum of 2 years' experience in similar catering facility, or suitable training shall be provided at the Service Providers expense.	
Level 2 Food Hygiene Certificate (or equivalent Accredited Qualification)	



- 9.5.5 All Staff (including temporary or agency Staff) shall also be fully inducted and trained in all areas of work in which they are involved in compliance with Health and Safety at Work Act and the Control of Substances Hazardous to Health (COSHH) Regulations. These areas include but are not limited to use of all machines relevant to their work areas; handling and usage of cleaning materials; personal hygiene and presentation; lifting and handling.
- 9.5.6 The Service Provider shall make available accredited / certified documentary evidence of any training that their Staff have undertaken to the Authority or Prison Representative on request. An annual training programme shall be prepared on the basis of individual Staff member's assessments of competence and needs, and progress is to be recorded and reported. Specific arrangements are to be made to ensure that new, temporary/casual and agency Staff are appropriately trained and briefed for the tasks to be assigned to them.
- 9.5.7 A Catering Manager or nominated deputy shall be available at all times during catering service open hours.

9.6 Uniforms:

- 9.6.1 The Authority shall provide clean protective catering uniform (excluding shoes which the Service Provider shall supply which shall be low heeled with a non-slip sole).
- 9.6.2 If the Service Provider wishes for Staff to have additional and/or branded uniform items, the Service Provider is responsible for providing these. Staff shall be smart and wear a clean uniform and the above appropriate footwear when cooking, cleaning and carrying out other tasks.

9.7 Smoking:

- 9.7.1 Staff shall not be permitted to smoke whilst on duty, and there shall be no smoking on any of the Authority's property except in designated smoking areas.

9.8 Car Parking:

- 9.8.1 Prisons shall endeavour to provide car parking spaces for Staff, where possible.

10 Prisoner Assistance and Training

10.1 General:

- 10.1.1 As part of the MoJ Corporate Strategy and Outcome Delivery Plan, reducing reoffending is a key objective and therefore part of the scope of this contract includes Prisoner assistance and training. Prisoners are able to assist in the kitchens with food preparation and are offered the opportunity to attain accredited qualifications. Prisoners





may be made available to assist in the kitchens with food preparation, as detailed within the SLAs.

10.1.2 The number of Prisoners available to assist in the kitchens may vary day to day as Prisoners transfer to other prisons, attend court days, training and education, therefore no fixed numbers may be guaranteed per day. Minimum and maximum levels of Prisoners available to work in the kitchens are outlined within the SLAs. Work in kitchens is considered a privilege and so attempts will be made to ensure the same Prisoners are available wherever possible. Prisoners are currently used for a full range of catering duties. Consideration shall be given to Prisoners religious, cultural, medical and dietary needs when assigning work in the kitchen.

#### 10.2 Service Provider Responsibilities and Security:

10.2.1 Service Providers shall always comply with local security arrangements with regards to Prisoner management. This may include checking that they are not carrying any unauthorised items that may pose a risk to security (or constitute contraband).

10.2.2 It is the responsibility of the Service Provider to manage and supervise all Prisoners assigned to them by the prison to assist in catering provision.

#### 10.3 Prisoner Training:

10.3.1 The Authority is dedicated to encouraging Prisoners to reduce reoffending, as part of this most Prisoners employed within food areas will be offered the opportunity and support required to attain accredited qualifications within the catering, hospitality and leisure sector.

10.3.2 There are prisons that require the Service Provider to train Prisoners to NVQ level 1 and beyond in food preparation and cooking. If this service is required, this will be identified within that prisons SLA (if known prior to competition) or agreed between the Service Provider and Prison Representative

10.3.3 The Service Provider shall ensure that all Prisoners must as a minimum hold Level 2 Food Hygiene certification or pass the accredited Level 2 Food Hygiene Certification or equivalent within eight weeks of commencing work. The certification of this will be paid for by the Authority.

10.3.4 The Service Provider shall maintain and make available to the Authority copies of all qualifications obtained by Prisoners as part of Key Performance Indicators (KPIs) and Management Information (MI).



## 11 Cleaning and PEST control

### 11.1 Responsibilities:

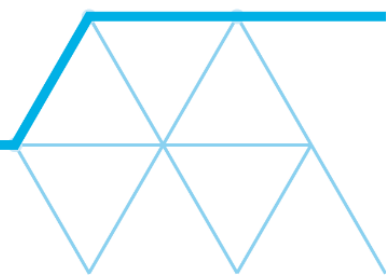
11.1.1 The Service Provider shall ensure that all food premises and catering equipment are kept clean, pest free and kept in good repair and condition such that they meet any statutory and PSI 44/2010 requirements applicable. It shall be the Service Provider's responsibility to report concerns or problems relating to the fabric of the building to the Prison Representative for action, by the end of the working day that the problem was identified.

11.1.2 The Service Provider shall be responsible for maintaining areas as identified within this specification in a clean and tidy state, to standards that are to the satisfaction of the Authority. These standards shall be attained by the end of each day in all areas.

11.1.3 Areas the Service Provider shall normally be responsible for cleaning include the following:

- Kitchen surfaces and equipment (includes but is not limited to walls, ceiling, floors, work surfaces, windows, fixtures and fittings and all cutlery, crockery and all heavy and light catering equipment);
- Servery surfaces and equipment (including floor and all surfaces with a reasonable distance of the servery area and servery equipment);
- Dining tables;
- Catering stores;
- Dedicated lifts or hoists; and
- Any other dedicated catering areas or areas reasonably within the control of the Service Provider.

11.1.4 The Authority will normally be responsible for:



- Cleaning of dining areas (excluding servery equipment and surfaces identified previously;
- Staff toilets and changing areas;
- Offices;
- Shared lifts or hoists.
- All deep cleaning (equipment and structural);

11.1.5 Any exceptions to this shall be identified within the Prison's SLAs.

11.1.6 Deep cleaning shall be carried out every six months, if the Authority determines that deep cleaning is required more frequently than this due to inadequate cleaning by the Service Provider the costs of additional deep cleaning services shall be borne by the Service Provider. All deep cleans shall be supervised on the Premises by the Service Provider and the Prison Representative and shall be inspected and approved by both before the catering areas are brought back into use.

11.1.7 Duct cleaning will remain the responsibility of the Prison however the cleaning of fly screens, extractor fans and all hoods and filters shall be the responsibility of the Service Provider.

11.1.8 Prisoners who eat in association ('dine out') are encouraged to clear their dirty plates/trays and place them in trolleys. All cutlery, crockery, serving equipment, trays and tableware shall be washed thoroughly and stored appropriately. When presented to Prisoners at each meal they shall be dry and free from smears and stains.

11.1.9 The Service Provider shall complete an inspection of all serveries weekly, identifying and reporting any concerns (if outside of their responsibility). A record of inspections, concerns, actions (recommended and made), dates and persons responsible for actions shall be maintained and provided to the Authority upon request.

## 11.2 Regular Cleaning:

11.2.1 The Staff who are designated as cleaning supervisors for food related areas must be competent in the cleaning methods and agents applicable for the task. The Service Provider shall ensure that arrangements for cleaning all food areas shall be published, prominently displayed in sight of Staff, and complied with.

11.2.2 Cleaning materials shall be stored and used with due regard to the Control of Substances Hazardous to Health (COSHH) Regulations. The Service Provider shall purchase these in the safest and most environmentally friendly form. Due regard shall be paid to the environmental impact for disposal of used chemicals. All chemicals used



shall be stored, issued and used correctly and safely taking into account the environment within which the Service Provider shall be working. E.g. dishwasher tablets.

### 11.3 Pest Control:

11.3.1 The Authority shall determine the pest and vermin control arrangements which shall be managed by the Service Provider in relation to food areas and the Authority for the rest of the estate and any costs allocated proportionally.

11.3.2 The Service Provider shall take all necessary precautions to prevent infestation by vermin and/or pests through the maintenance of and adherence to the highest standards of hygiene and housekeeping in accordance with the Food Standards Agency's codes of conduct and guidance. The Authority shall organise and provide pest control arrangements, however if vermin or pests should be detected by the Service Provider, they shall notify the Prison Representative.

## 12 Management, Control and Processing of Waste

12.1 The Service Provider and Authority shall be required to cooperate to ensure compliance with the Authority's internal policies with regards to sustainability, including but not limited to waste, energy and water management. The Service Provider shall be mindful that waste in all its forms must be minimised and therefore good housekeeping and behavioural practices regarding energy and water management are also to be employed.

12.2 The Service Provider shall actively analyse its operations to identify opportunities to reduce waste and act upon these. Prevention, reuse and recycling are to be given priority when considering options for waste and are to be embedded in waste management plans and interventions. Where environmentally preferable alternatives are available, the use of products and substances containing hazardous properties is to cease.

12.3 The management of all waste materials will conform to current legislation including the Environment Protection Act 1990, Section 34-The Duty of Care, and subsequent relevant regulation. The Service Provider shall also apply the waste hierarchy in deciding waste management options and, in cooperation with the Authority, seek to meet best industry practices that result in the least harm to human health and the environment.

12.4 Food, liquids (such as oils) and waste materials shall be collected by the Service Provider from all food preparation areas after each food service and removed to the designated areas. To promote recycling, foods, liquids and dry waste materials such as packaging, are not to be co-mingled. The Service Provider shall place waste materials into appropriate containers for re-cycling and composting. Residue materials shall be stored safely and securely in appropriate containers for disposal. The Service Provider shall ensure waste collection points and containers related to their operations are maintained



and kept clean and tidy. Any spillages or littering are to be dealt with appropriately and in a timely fashion.

- 12.5 The Service Provider shall be directly responsible for minimising all food and material waste (whether through poor stock management, ineffective portion control or the preparation and cooking of too much food). Food waste shall be recorded (weighed), costed and analysed by the Service Provider.
- 12.6 All food wastes are to be directed to recycling (composting) or recovery (anaerobic digestion) operations. The disposal of food wastes to landfill or to the sewer network via food waste disposal units is to be avoided and are only to be used in exceptional circumstances.
- 12.7 Waste fats, oils and grease are not to be disposed into the drainage or sewer network and must be stored safely, securely and in appropriate containers for collection and transportation for recycling. Where possible, the storage area will include a bunded pallet or similar to prevent pollution from spills and leaks and be sheltered from the elements, in particular, rain. Any failure to comply with this provision shall result in the Service Provider being charged for any costs, charges or expenses involved in the opening, cleaning or repairing of drains and/or the remediation of ground and surfaces subject to contamination.
- 12.8 Waste oils will be directed to any on-site recycling initiatives or to the Authority's national waste oil collection system for prisons. The Service Provider will be responsible for recording the quantity (litres) of the waste oil and providing this data to the prison for reporting purposes.
- 12.9 All wastes generated by the Service Provider's operations will be the Service Provider's responsibility up to and including the time of collection from the waste collection point. It shall be the responsibility of the Authority to remove all waste correctly contained within designated waste areas. Waste not correctly contained will not be collected and will remain the responsibility of the Service Provider who shall remedy the situation, including any clean-up.
- 12.10 The Service Provider shall co-operate with the Authority in actively encouraging and ensuring Prisoners and Staff comply with legislative and policy requirements and prepare



waste materials appropriately to promote recycling (such as material segregation, rinsing of tins etc) and placing waste materials into the designated containers.

### 13 Premises and Equipment

#### 13.1 General:

13.1.1 The Service Provider shall be expected to coordinate their activities on the Premises with other Service Providers authorised by the Authority from time to time to undertake work within the Premises.

13.1.2 Where goods or services are supplied by the Authority it shall be the responsibility of the Service Provider to use all goods and services in a responsible, efficient and economic manner. The Prison Representative shall make such checks as considered necessary to ensure that this is occurring.

13.1.3 The Authority shall provide furnished office space for use by the Service Provider in pursuance of the operation of the Contract. All equipment and services supplied shall only be used for work connected to fulfilment of the Service Provider's responsibilities under this contract and the Authority shall not expect to replace any fixtures, fittings or heavy equipment between scheduled refurbishments. The Authority reserves the right to charge for the cost of inappropriate use (including associated costs).

#### 13.2 Consumables:

13.2.1 The Authority shall be responsible for the purchase and supply of the following; it shall be the responsibility of the Service Provider to ensure adequate stocks are available and to use these in an appropriate and economic manner:

- Laundry arrangements;
- Office stationery;
- First aid supplies;
- Catering consumables (none cleaning);
- Soap, tea towels and paper towels;
- Cleaning materials for daily needs.

#### 13.3 Main Services:

13.3.1 The Service Provider is required to make economic use of energy and water and institute and maintain procedures to monitor / control and minimise the use of these.



#### 13.4 Maintenance:

- 13.4.1 The Authority shall bear the cost of ensuring that the premises and heavy equipment are maintained such as to comply with the appropriate legislation and manufacturer's recommendations to enable the Service Provider to carry out its duties and responsibilities.
- 13.4.2 The Authority shall ensure that maintenance requirements for catering are carried out to a regular pre-planned schedule. The Service Provider shall ensure proper care of the equipment occurs between maintenance times. Any upcoming or emergency maintenance needs shall be reported to the Prison Representative in a timely manner, who will then decide appropriate actions.
- 13.4.3 The Authority reserves the right to recover the costs of any callouts or repair costs caused by negligent or inappropriate use of the equipment by the Service Provider and those the Service Provider is reasonably responsible for.
- 13.4.4 If the Service Provider believes any of the Premises or heavy equipment is becoming unfit for purpose the Service Provider shall immediately inform the Prison Representative who shall investigate the claim and, if substantiated, shall remedy the matter, or in case of maintenance readily make available to the Service Provider such co-operation and assistance as may be necessary to resolve the issue. In the event any food is damaged, the Supplier shall use best endeavours to mitigate any losses by

- a) re-using food where possible and where within Health & Safety guidance, and
- b) ensuring that food can be stored elsewhere where the Supplier is aware that heavy equipment may become unfit for use.

13.4.5 For the avoidance of doubt, the Authority shall not be responsible for any spoiled food costs where

- a) the failure of the equipment is due to the negligent or inappropriate use of the equipment by the Service Provider and those the Service Provider is reasonably responsible for, and.
- b) The Supplier has failed to report to the Authority any concerns about the equipment as per 13.4.4 of this Clause 13.4 Maintenance.





### 13.5 Light Equipment:

- 13.5.1 An inventory of current light equipment shall be provided by the Authority during implementation, it shall be the responsibility of the Service Provider to maintain the inventory of equipment and provide an updated list to the Prison Representative upon request, but as a minimum annually.
- 13.5.2 The Service Provider shall comply with all local security arrangements with regards to light equipment and ensure stock levels are maintained.
- 13.5.3 At regular intervals (no less than monthly) the Service Provider shall notify the Authority with regards to any light equipment requirements to maintain useful stock levels. Replacements or additions shall be agreed with the Prison Representative in advance and ordered via the Authority's national contracts on iProcurement. The Authority reserves the right to charge the Service Provider should light equipment require replacing through loss, inappropriate use or negligence.

### 13.6 Heavy Equipment:

- 13.6.1 An inventory of current heavy equipment shall be provided by the Authority within Prison SLAs, it will be the responsibility of the Service Provider to maintain the inventory of equipment and provide an updated list to the Prison Representatives on a quarterly basis.
- 13.6.2 Decisions on whether equipment is to be replaced or repaired to full working order shall be entirely at the discretion of the Prison Representative. Any replacements required through inappropriate use of or negligence by the Service Provider or those it is responsible for may be charged to the Service Provider (normal wear and tear taken into consideration).

## 14 Environmental

- 14.1 The Service Provider shall address problems with regards to the environment wherever possible for the implementation of environmentally friendly policies.
- 14.2 The Service Provider shall carry out catering services in such a way as to ensure that power and water consumption is as efficient as possible commensurate with safe and practical working conditions. The Service Provider shall implement a system acceptable to the Authority to ensure that this requirement is fulfilled, (as a minimum all relevant equipment shall be turned off at the end of use) and that all articles, materials and equipment used in the performance of the services are handled, stored and disposed of safely and correctly. In addition, the Service Provider shall comply with all reasonable requests made by the Authority related to energy and conservation with regards to electricity, gas, water and any other identified environmental factors. Use for electricity, gas and water shall be minimised where possible in the kitchen environment and use of



energy and water saving devices encouraged. Monitoring of consumption shall be reported to the Authority where metered arrangements exist.

14.3 Wherever possible the Service Provider shall ensure the recycling of glass, plastics, paper, card and cans and any other recyclable waste shall be carried out. The Service Provider shall also submit quarterly any other recommendations with regards to environmental conservation, efficiency or sustainability within the kitchen environment, as may occur, to the Prison Representative.

14.4 The Service Provider shall reduce their environmental impact by, as a minimum:

- a) Reducing food waste, wherever possible
- b) Reducing the use of packaging, particularly Single Use Plastics and recycling packaging wherever possible
- c) Minimising the frequency / number of deliveries to catering facilities
- d) Reducing the use of disposable cutlery / plates / cups, as well as single use condiments packaging, where this does not compromise food safety
- e) Minimise power and water usage

14.5 The Service Provider should also avoid use of disposable cutlery and plates / cups where applicable and use reusable items where appropriate. Where the use of disposable cutlery and plates / cups is unavoidable, the Service Provider should ensure that these items are not Single Use Plastics but are either compostable or recyclable.

14.6 The Service Provider will be evaluated on their plans to reduce their environmental impact as part of their Social Value, as defined by PPN 06/20, contribution during the tender stage. The Authority will look favourably upon innovative methods to reduce the environmental impact of this catering operation.

## 15 Marketing and Customer Surveys

15.1 The Service Provider shall be required to:

- a) Form multi-option pre-select menus as identified previously. These shall be produced and distributed to Prisoners for review a minimum of one week in advance of the meal. Prisoners are currently required to select and submit their meal preference between one and seven days in advance depending on the prison (please refer to the SLAs), all choices shall be consolidated into an easy to read list for each wing and clearly identify what each Prisoner has ordered.
- b) Actively promote the menus, working closely with the Prison Representative to ensure that the promotional activities do not breach any established guidelines or rules.



- c) Regularly attend Prisoner forums where Prisoner issues are raised and discussed. The Service Provider shall respond to any queries in their area and if necessary, carry out any changes requested by the Prison Representative or investigate any concerns raised.
- d) Attend the Authority's Regional Catering Manager events, on request, to represent the Prison's catering services and report any changes back to the Prison Representative. Arrangements for attending such events shall be made and paid for by the Authority.
- e) Measure and endeavour to maximise customer satisfaction, including preparing and delivering a regular marketing programme. The marketing programme shall, as a minimum, include all national promotion activities, such as healthy eating, good nutrition, physical activity and primary healthcare. This shall be discussed in advance and agreed by the Prison Representative prior to implementation.
- f) Receive and monitor Prisoner comments about the catering services. The procedure shall ensure that all compliments/comments/complaints are answered promptly individually and in a reasonable, efficient and courteous manner. A record is to be kept of all comments and the actions taken. The Service Provider shall notify the Prison Representative of any serious Prisoner complaints as soon as is reasonably practicable.
- g) Carry out customer surveys with a focus on food preferences on a bi-annual basis. Where the balance of factors allows customer preferences should be taken into account in future menus.

## 15.2 Surveys and Feedback:

- 15.2.1 It will be the responsibility of the Service Provider to carry out surveys on a bi-annual basis in order to monitor and report on Prisoner satisfaction. Surveys are not restricted to questionnaires and the Service Provider must use various mediums and innovative methods to gauge customer satisfaction e.g. feedback cards on tables and at till points.
- 15.2.2 Following the above Prisoner surveys, all feedback will be evaluated by the Service Provider with the view to implement changes and improvements. This feedback is to be shared and discussed with the Prison Representative during their quarterly meeting.
- 15.2.3 The Service Provider shall ensure that all compliments/comments/complaints received as part of the customer surveys or via general feedback are brought to the attention of the Authority and that all comments and complaint are answered individually, with a record made of any remedial actions to be taken, to be copied to the Prison.



## 16 Food Quality and Quality Management

- 16.1 The Service Provider shall have and maintain or work towards certification through an accredited body to the ISO 9001 standard or equivalent for quality management systems relevant to the Services provided to the Authority under this Contract.
- 16.2 The Service Provider will be required to adhere to the mandatory standards and will be encouraged to follow the best practise set out in the Government Buying Standard for food and catering services (Annex 3). This includes standards around the nutrition and resource efficiency surrounding this operation.
- 16.3 The Service Provider will also be encouraged to gain accreditation to the 'Healthier Food Mark' or equivalent standard.

## 17 Contingency Arrangements

- 17.1 The Service Provider shall plan and carry out any contingency arrangements requested by the Governor (as discussed and agreed with the Prison Representative). This could include a lock down, a COVID or flu pandemic, closure of a kitchen et al.
- 17.2 In the event of any emergency conditions, or government advice changing regarding COVID-19, which in the opinion of the Prison Representative is of such gravity as to require additional hours of service (i.e. meals to be served either earlier or later) or the closure of part or parts of the buildings, which may restrict or close access to the Prison Premises, the Prison Representative may call upon the Service Provider to work additional hours or reduced hours at such place and during such hours of the day and night as required during the emergency period. The Service Provider shall comply with such directions and the costs associated with complying with this requirement shall be agreed between the Prison Representative and the Service Provider in compliance with any overtime levels agreed.

## 18 Management

- 18.1 During the implementation period, the Service Provider shall identify its management chain both for its Staff working within the prison and for non-prison-based Staff supporting this Contract. This management chain will include a clearly defined escalation process.
- 18.2 Management or performance concerns should be resolved locally via the Prison Representative wherever possible either directly via Service Provider's Staff or if escalated internally via the Service Provider's Contract Manager. If the issue cannot be



resolved locally and relates to a potential major policy failing or constitutes a contractual issue it should be escalated to the MoJ's Contract Manager.

- 18.3 The Prison Representative will meet with the Catering Manager to monitor performance, innovations and recommendations on a quarterly basis, the Service Provider's Contract Manager should attend these meetings on request or as a minimum once per year. As a minimum this meeting will cover; Key Performance Indicators, Management Information, innovation, surveys, and menus. Following these meetings, the Key Performance Indicators and Management Information shall be sent by the Service Provider to the MoJ's Contract Manager.
- 18.4 An Operational and Commercial meeting may be held with the Service Provider's Contract Manager as a minimum once per year, this will be attended by the MoJ's Contract Manager.
- 18.5 Management Information shall be based around Key Performance Indicators (KPIs) and shall be submitted to the Prison Representative and the MoJ's Contract Manager every quarter. Information on these shall be provided 2 weeks prior to the quarterly meeting. The Service Provider shall ensure that each prisons KPI's has been approved by the Prison Representative before it is submitted to the MoJ's Contract Manager.
- 18.6 Ad-hoc review meetings may take place as and when required, upon request of either party.

## 19 Innovation and Sustainability

- 19.1 The Service Provider shall have a duty to encourage innovation throughout this contract, with the Service Provider expected to present new ideas to the Prison Representative during their quarterly performance meetings if not before. The Service Provider shall be expected to review these services on a regular basis to confirm that they are still adding value. Some examples of innovation that the Authority could consider value adding are identified below.

### 19.2 Rehabilitation of Prisoners

- 19.2.1 Rehabilitation and reducing reoffending are key aims of the Authority and the Authority is keen to explore innovative opportunities that support this agenda and assist Prisoner in obtaining employment upon release. Prisoner training will be considered part of the Service Provider's Social Value contribution and will be evaluated during the tender.

### 19.3 Sustainability

- 19.3.1 Sustainability and reaching Net Carbon Zero is a key aim of the Authority and the Authority is keen to explore innovative opportunities to deliver additional environmental benefits through the performance of this contract. Sustainability will be considered part



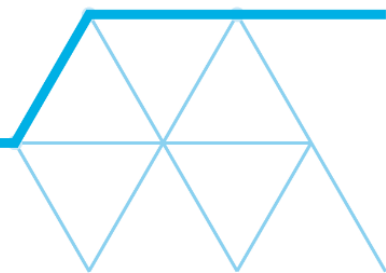
of the Service Provider's Social Value contribution and will be evaluated during the tender.

#### 19.4 Menus:

- 19.4.1 The Service Provider shall continuously review and seek opportunities for improving the efficiency of the menu formation or selection process. For example, the Service Provider could explore the utilisation of a standard menu across all sites or they could consider reducing administration involved with a paper-based menu selection system.
- 19.4.2 The Service Provider should engage other areas of the Prison in order to collaborate and cooperate in engaging Prisoners – for example where the Prisoners produce vegetables seek to obtain and use them in the kitchen in a manner pleasing to the Prisoners that have grown them, or planning and packing their own breakfast packs.
- 19.4.3 Food presentation for Prisoners could be enhanced by the Service Provider utilising novel or innovative cooking solutions to add change to Prisoners' normal dining experience – this could be on an ad-hoc or ongoing basis.

#### 20 Implementation

- 20.1 An implementation period has been allowed for to ensure continuity of service. This period will allow appropriate time for any new Service Providers to undertake tasks required prior to the start of this Contract.
- 20.2 Any Service Provider awarded this contract shall utilise this period in preparation for the start of the contract, to ensure no disruption to the current service upon handover.
- 20.3 The Service Provider shall work cooperatively and in partnership with the Prison Representative at each site, the MoJ's Contract Manager, incumbent Service Providers and other Prison Staff to enable full completion of activities during the implementation period and ensure a smooth handover of the catering services.
- 20.4 The Service Provider shall submit an implementation plan for agreement by the Prison Representative, outlining timescales to implement all services stated within the specification and tender pack, prior to the start date of the contract. Tasks involved in the implementation plan include, but are not limited to:
  - a) Attain relevant data from the Prison Representative, MoJ's Contract Manager or incumbent Service Providers to enable contract implementation
  - b) Complete all Staff security vetting and checks, providing necessary evidence to the Prison Representative to ensure smooth access and entry to the Prison



- c) Conduct all Staff induction and training, providing necessary evidence to the Prison Representative
- d) Work with the incumbent Service Provider(s) and carry out TUPE provisions for current Staff who are eligible
- e) Undertake an inventory of current light and heavy catering equipment and provide new asset lists to the Prison Representative and MoJ's Contract Manager
- f) Agree an initial menu with the Prison Representative for the first 4-week period of the contract

20.5 Following receipt of the draft implementation plan, the Prison Representative and MoJ's Contract Manager shall use reasonable endeavours to agree the contents of the implementation plan or confirm required changes within 10 working days.

20.6 Any changes to content or timescales of the implementation plan shall be agreed by the Prison Representative and MoJ's Contract Manager prior to the Service Provider implementing any changes.

20.7 The Service Provider shall monitor their performance against the implementation plan and timescales and report to the Prison Representative and MoJ's Contract Manager on such performance every 2 weeks, unless otherwise agreed by the Authority.

20.8 The Service Provider shall attend an initial implementation meeting with the Prison Representative within the first 2-weeks of the implementation period, as well as additional progress meetings over the duration of the implementation period as deemed necessary by the Prison Representative.

20.9 During the implementation period, the incumbent Service Providers shall retain full responsibility for all existing services, until the start date of the new contract, or otherwise formally agreed with the Authority.





## PART 1b – PSI 44 2010 and Catering Operating Manuals

### PSI 44 2010

<https://www.gov.uk/government/publications/prisoner-meals-psi-442010>

### National Offender Management Services - CATERING OPERATING MANUAL - MEALS FOR PRISONERS IN CUSTODY

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Annex 11	-	Hygiene and Health & Safety Training Record
Annex 12	-	Induction Programme for Food Handlers in HM Prison Service
Annex 13	-	Training Flowchart
Annex 14	-	Sample Surveys
Annex 15	-	Multi-Choice Weekly Menu
Annex 16	-	Pre-Select Menu; Prisoners' Choice Slip
Annex 17	-	Wing Requirements Record
Annex 18	-	Wing Totals Order Form
Annex 19	-	Trolley Confirmation Slip
Annex 20	-	Menu Content Descriptions
Annex 21	-	Menu Suitability Chart
Annex 22	-	Kitchen Journal HB003
Annex 23	-	Value of Waste Monitoring
Annex 24	-	Food Quality Assessment
Annex 25	-	Nutrient Based Guidance for Adults (19-75 years)

## CHAPTER 1 – CATERING SPECIFICATION

1.1 The Catering Specification and this supporting Operating Manual cover:

- the activity that takes place in catering departments (including menu planning, identification of food commodities, food preparation and food delivery to point of service);
- management at the point of food service;
- food and beverages delivered to prisoners.

1.2 Out of scope activities include: supervision of prisoners at mealtimes, staff facilities, visits, refreshment facilities, accredited training and qualifications (except those elements of training that are an essential and legal requirement on handling food) together with hospitality arrangements.

1.3 Providing reasonable meals for a diverse prisoner population is a skilled job. Safe storage, preparation, cooking and serving of food is essential and the potential consequences of getting this wrong can be very serious. In addition, the Prison Service also has a responsibility to meet cultural, nutritional and diversity needs. The Service also has a responsibility to educate and give prisoners the opportunity to eat healthily if they choose to do so. Balancing these elements is not always easy and all those involved in catering must be aware of the sensitivities in these areas. This Manual has been written to support the specification and key outcomes. The Catering Specification and Manual specify the minimum requirement that all those involved in the food supply chain must meet for legal, decency and health issues. The importance of surety in supply, safe storage, safe preparation, safe cooking and safe serving is a theme that runs throughout both the Manual and Specification.

1.4 There is significant food handling and cooking legislation in this area. The Food Safety Act 1990 is primarily concerned with food standards and is subsequently supported by European legislation. Regulation (EC) No 178/2002, also known as the General Food Law Regulation, defines 'food', 'food business operator' and 'food businesses'. Under the Food Hygiene (England) Regulations 2006, penalties for unhygienic food premises can be £5,000 on each charge on conviction in a Magistrates' Court. As indicated above, local authorities can apply for immediate closure if there is an imminent risk to health. Penalties in the Crown Court can be unlimited fines and up to two years in prison.

1.5 In addition the Prison Rules 1999; as amended by the Prison (Amendment) Rules 2000 and the Prison (Amendment) (No. 2) Rules 2000 notes:

### **Food**

**24 -** (1) Subject to any directions of the Secretary of State, no prisoner shall be allowed, except as authorised by a Healthcare professional such as is mentioned in rule 20(3), to have any food other than that ordinarily provided.

(2) The food provided shall be wholesome, nutritious, well prepared and served, reasonably varied and sufficient in quantity.

(3) Any person deemed by the Governor to be competent, shall from time to time inspect the food both before and after it is cooked and shall report any deficiency or defect to the Governor.

(4) In this rule "food" includes drink.

1.6 The principles and requirements of food safety law apply to all areas under Prison Service management control that provide food products for consumption by prisoners and staff - this includes not only establishment kitchens and serveries but also staff messes, training facilities, wing kitchens and shops. The management framework within this operating manual reflects the majority of conditions, processes and practices required. Further clarification or guidance on all food related matters must, in the first instance, be sought from OESS Catering Services Policy Unit.

1.7 Catering is not a static business and requires regular reviews to ensure targets and objectives are being met. These reviews should include:

- staff training requirements – personal & hygiene training
- completion of FSMS monitoring forms and remedial actions;
- having a healthy eating policy in place;
- ensuring the catering budget is on target;
- continuously developing skills in correcting:
  - over-portioning;
  - over-production waste;
  - theft;
  - correct purchasing procedures;
  - sufficient yield from that purchased;
- reviewing prisoner, staff and stakeholder comments.

1.8 To support establishments in their daily undertaking to provide a consistently acceptable meal service, OESS Catering Services have prepared a number of documents and processes as well as monitoring which will enable staff to run a safe and efficient catering operation. These include:

- a. A **Kitchen Journal** should be completed daily to record daily events in the kitchen, including monitoring of food production.
- b. A 4 week '**Example Menu System**' that encompasses the majority of individual prisoner requirements. It comes together with standard recipes for the required number and a daily picking list. The system will also calculate the requirements for a weekly food order based on quantity of product required. – **UNDER CONSTRUCTION AND WILL BE ADDED SHORTLY.**
- c. Comprehensive advice for **Menu Content** management.
- d. An example/model, **Food Safety Management System (FSMS)** is provided for use as a template, which requires modification by the Hazard Analysis Critical Control Point (HACCP) team (a group of staff with appropriate expertise and training who develop a HACCP Plan) locally to reflect your individual catering practice and process.
- e. A link to the current **Food Standards Agency** specific guidance for those providing food for adults in major institutions. It aims to provide the basis for caterers to help consumers

achieve a healthy diet, which includes menu examples, nutritional advice and a model approach to meeting the dietary needs of consumers.

## CHAPTER 2: FOOD SAFETY, MANAGEMENT AND SECURITY

### 2.1 Specification Outputs

**All equipment used in the provision of food for prisoners will be maintained in safe working order.**

*Catering staff are not expected to actually maintain equipment, but the establishment will have in place systems of reporting and managing the maintenance locally.*

**Where prisoners are employed, they will be supervised and searched in line with National and local arrangements.**

*This output ensures that where prisoners are employed in the catering operation, the relevant security measures are in place in line with national and local guidelines. These measures include activity allocation risk assessments, area risk assessment and levels of searching.*

**All food premises will be clean, pest free and maintained in good condition.**

*This element ensures that the building fabric in all food areas is kept in good repair and all staff involved in the catering operation maintains a hygienic, pest free area. There is a responsibility to ensure sufficient funding is made available to allow this to occur.*

### Compliance with Legislation

2.2 In order to ensure compliance with all current food safety legislation Governors must ensure that the following is in place and implemented:

- that all those engaged in food handling activities are competent to do so - personal and hygiene training;
- all food supply, transport and storage arrangements comply with relevant food safety legislation - raw food controls, trace and recall procedures, safe transport, safe storage;
- all food facilities, processes and practices comply with relevant food safety legislation - building and equipment design, cleanliness and maintenance programme;
- pest control systems are in place;
- that, as the 'Food Business Proprietor', they have in place, implement and maintain a permanent procedure or procedures based on the HACCP principles;
- a fully documented Food Safety Management System (FSMS) is in place which must include CCP daily monitoring records including time and temperature controls together with a record of corrective actions associated with critical limit deviation;
- a written food safety policy must be prominently displayed in the main kitchen.

2.3 The Food Safety Act 1990 is primarily concerned with food standards and is subsequently supported by European legislation. Regulation (EC) No 178/2002, also known as the General Food Law Regulation, defines 'food', 'food business operator' and 'food businesses'. 'Food' means any substance or product whether processed, partially processed or unprocessed, intended to be, or reasonably expected to be ingested by humans. 'Food business' means any undertaking, whether for profit or not and whether public or private, carrying out any of the activities related to any stage of production, processing and distribution of food. 'Food business operator' means the natural or legal persons responsible for ensuring that the requirements for food law are met within the food business under their control. In the public sector this means the governing Governor and in the private sector, the Director of an establishment.

2.4 Broadly regulation (EC) No 853/2004 Annex II Chapter XII requires:

- Food business operators shall put in place, implement and maintain procedure or procedures based on the HACCP principles. In short, a Food Safety Management System based on Hazard Analysis and Critical Control Points (HACCP) principles. This includes identifying stages which are critical to food safety and to ensure that adequate controls for each point are established, implemented, maintained and reviewed:

*'that those responsible for the development and maintenance of the procedure referred to in Article 5 (1) of this Regulation or for the operation of relevant guides have received adequate training in the application of HACCP principles'*

- That food premises are kept clean and maintained in good repair. That the condition and the design and layout of the rooms are to permit good food hygiene practices, including protection against physical contamination between and during operations and refers particularly to fabric, structure, walls, floors, ceilings and equipment;
- Those adequate facilities must be provided for cleaning, disinfection and storage of working utensils and equipment and adequate provision must be made for washing of food.

2.5 Food Hygiene (England) Regulations 2006 requires the food business operator to ensure that all food is kept at the correct temperature. Food which supports the growth of pathogens or the formation of toxins must not be kept above 8°C, unless:

- It is hot food on display;
- There is no health risk;
- It is canned or dehydrated (until opened); and
- It is raw food intended for cooking or further processing.

Hot food on display must not be kept below 63°C.

## Hazard Analysis and Control Points

2.6 Article 5 of Regulation (EC) No 853/2004 requires food business operators to implement a FSMS based on the principles of HACCP which is a preventative approach to food safety management. It is designed to control significant food safety hazards that are likely to cause an adverse health effect when products are consumed.

2.7 HACCP systems are developed and implemented through the application of the following seven agreed HACCP principles:

- Conduct a hazard analysis, identify any hazards and specify control measures;
- Determine the critical control points (CCPs);
- Establish the critical limit(s) and tolerance;
- Establish a system to monitor and control the CCPs;
- Establish the corrective action to be taken when monitoring indicates that a particular CCP is not under control;
- Establish procedures for verification to confirm that the HACCP system is working effectively;
- Establish documentation concerning all procedures and records appropriate to these principles and their application.

## HACCP in Practice

2.8 It is the responsibility and requirement that Catering Managers conduct, implement and document a full hazard analysis of their catering operation.

2.9 A **hazard** is defined as a biological, chemical or physical agent in, or condition of, food with the potential to cause an adverse health effect. The catering operation must be examined step by step from the selection of suppliers and receipt of raw materials at the point of delivery to the final completed menu item at the point of consumption. The Catering Manager must assess all the process steps individually, consider what hazards there are, the likelihood of occurrence and what action should be taken to best control them. An example of a hazard assessment matrix is given at Annex 2.

2.10 A **control point** is a step in a food business process to which control can be applied. Control points must therefore be monitored to ensure that steps are being carried out correctly. The frequency of monitoring will depend on the nature of the step, practicality and the level of confidence that the monitoring procedures give. Generally, monitoring should be as simple as possible. An example of a flow diagram listing common control points is given at Annex 3. Catering Managers must consider each control point and establish the critical control points relevant to their operation. **Catering staff must take into account and implement individual aspects of their own catering operation and facility.**

2.11 All food premises must be kept clean, pest free and maintained in good repair and condition. A member of senior management must make a recorded inspection of all food areas at least once a week (Annex 4). Cleaning arrangements must cover for example:

- a. Food delivery areas;
- b. Cleaning the equipment used for cleaning;
- c. Staff changing facilities;
- d. Hand washing facilities;
- e. Food preparation;
- f. Food storage;
- g. Food serving areas;
- h. Washing-up areas;
- i. Refuse disposal and collection;
- j. Wing kitchens / preparation areas.

2.12 It is essential to ensure that:

- a. personnel supervising the cleaning process must be able to show competency in the activities being supervised;
- b. cleaners must be able to show competency in the tasks that are carried out;
- c. the methods, materials and equipment used are correct for the task at hand;
- d. the frequencies at which the various tasks are to be performed are adequate;
- e. due consideration is given to Health and Safety legislation and guidance;
- f. the work programmes are monitored and recorded to ensure that specified standards are achieved and maintained;
- g. there is an effective quality control and inspection system for cleaning all food areas which is complied with and documented.

2.13 The Prison Service has a legal duty to keep its premises free from infestation and to report infestations to the Local Authority (Annex 5). There must be an effective programme in place for the control of pests based on a preventative approach. Pests include any living creature capable of directly or indirectly contaminating food, e.g. birds, cats, rats, mice, cockroaches, flies, ants etc. Pests can cause expensive deterioration to premises and spread dangerous bacteria, contamination and disease. Under Regulation (EC) No 853/2004 General Hygiene Requirements those engaged in the manufacturing, serving or selling of food must ensure that their premises are kept free from any risk of contamination by pests. The Food Hygiene (England) Regulations 2006 enables the local authority to apply to a Magistrates' Court to close the food premises which are infested by rodents or insect pests and/or relating to other aspects of hygiene, where the health risk condition is fulfilled and, there are serious contraventions of food law.

### **How to Maintain HACCP**

2.14 Targets and critical limits for each control point (CP) must be firmly established by the Catering Manager and reflect current legislation e.g. for fridge temperatures or handling practices. The target set will define the control required. All CPs must be monitored routinely dependent on risk and to ensure the targets are being met. When monitoring shows a variation from the target level corrective action must be taken.



2.15 If there is a major change with regard to ingredients used or style of operation, the process must be reviewed to see whether the change introduces new hazards which might require revised or new controls.

2.16 Catering Managers must ensure that monitoring is routinely tested to ensure continued accuracy. Thermometers, for example, should be routinely validated or tested against a calibrated reference thermometer (boiling water = 100°C, melting ice = 0°C). The outcome of such tests should be recorded.

## **Risk Assessment**

2.17 Using the hazard assessment matrix in Annex 2, Catering Managers must identify and decide on the hazard, its potential harm and the likelihood of the hazard occurring. In making the assessment, the Catering Manager must take into consideration existing control measures and implement any identified corrective action required. A typical example of a food flow chart is given in Annex 3. Examples of risk assessments are given in Annex 9.

2.18 Risk assessments should as a minimum take into account the following:

- food in establishment kitchens is produced mainly on the day of consumption; and that the majority is cooked just prior to the actual meal service;
- the regulations require assessment to identify the control points (CP) which all have equal importance. Staff must ensure that in all circumstances, all areas and procedures are assessed;
- individual establishment circumstances;
- that the system must be reviewed whenever conditions and practices change.

## **Food Purchases**

2.19 In order to ensure that all commodities are safe for storage and use, all deliveries must meet the following minimum standards:

- All delivery vehicles will be checked at the point of delivery and recorded (as suitable for their intended purpose) and must be clean both internally/externally. Due regard will be paid to the products being carried and prevailing weather conditions;
- The driver (and his/her assistant) must be properly attired in clean, protective clothing;
- Deliveries must not be accepted from vehicles where chemicals and foodstuffs are carried in the same compartments;
- Fresh, raw meat and poultry must be delivered separately from all other products in chilled conditions (below 8°C);
- Food items must not be accepted in dented / damaged / split containers or bags;

- Chilled items must not be accepted if the product temperature taken between packs is above +8°C unless the product is excluded from temperature control by legislation;
- Frozen items must not be accepted if the product temperature taken between packs is higher than -12°C;
- In the event that a serious problem arises from the delivery of a food product, of whatever nature, the local Regional Procurement Unit (RPU) must be informed.

2.20 When taking receipt of goods at least the following must be carried out:

- Designated persons must be responsible for the receipt of all deliveries;
- Ensure the legal requirements on the temperature of certain foods are met. If the delivery is either chilled or frozen note the temperature recorded on the vehicle's temperature gauge and, before unloading, check the temperature of the goods using a digital or probe thermometer utilising the 'between the pack' method. If the temperature fails to meet guidelines, refuse the delivery and inform the appropriate Regional Procurement Unit (RPU);
- Check the hygiene conditions of the vehicle, driver and food commodities;
- Check the sell/use by date. If it gives less than the warranty period required by the NOMS food specification the commodity in question must be refused;
- Maintain a record of delivery and inform the Catering Manager of any discrepancies in order that the necessary action can be taken;
- All food deliveries should be checked against the relevant user specification. In the event of any dissatisfaction, notification must be sent to the relevant RPU (Annex 6).

## **Storage**

2.21 All food must be delivered and stored correctly in conditions according to its type. Once the food has been accepted, excess packaging must be removed, and the product placed in suitable correct storage without delay. All food stores must be clean, pest free and records of temperatures must be maintained and monitored. A maximum of 21 days' food commodity stockholding should be held by establishments.

2.22 In some cases additional security measures should be in place. Poppy seeds or items containing poppy seed (e.g. bread sticks) must not be purchased. Items needing special handling and storage are yeast (fresh and dried) mace, nutmeg, cloves, and all alcohol-based flavourings and colourings. The Catering Manager will ensure that, when the above items are ordered and received, the security of these items is maintained. When these items are in the catering department, they will be stored in a secure area and accounted for on a bin card. These items will be used under direct staff supervision.

2.23 If purchased, minimum stocks of yeast will be held by establishments. A metal locker, with a substantial locking mechanism, may be used in all instances for the storage of yeast. It will be kept behind a locked area in an appropriate storage area to prevent prisoner access. An inventory record

will be kept in the box, indicating quantity of receipt and issue, the balance at hand, and the initials of the member of staff making the entry. Establishment management will need to ensure that all usage is accounted for. Only instant or instant active yeast will be purchased for use in food service. Empty yeast bags or containers and uncooked dough will be controlled until rendered inactive and properly disposed of.

2.24 As a minimum, Catering Managers must also ensure that:

- Products are retained in prime condition;
- Effective use is made of available space by efficient storage methods;
- Food is covered and protected from contamination;
- All food commodities including grocery, fresh, chilled and frozen must be stored correctly on suitable shelving off the floor;
- Chilled food must immediately be placed into chilled storage, after removing any unnecessary packaging;
- In order to reduce the risk of cross contamination, all raw meat and poultry must be stored in a separate refrigerator to that of cooked products;
- Meat delivered vacuum packed must be placed directly into chilled storage;
- Other meat must be removed from its packaging and placed in suitable covered containers in chilled storage;
- Frozen food must be placed in freezer storage once any unnecessary packaging has been removed. Under no circumstances should any food that has been allowed to thaw be refrozen;
- Dry goods must immediately be placed off the floor into clean, dry and well-ventilated storage;
- Relevant information relating to the products shelf life or ingredients is to be retained. Particular regard is to be given to food products which contain known allergens to a minority of consumers, e.g. peanuts / nuts / sesame seeds / shellfish;
- When packaging is removed, any relevant information must be retained, e.g. shelf life, ingredients, etc.

2.25 Where necessary, frozen commodities must be thoroughly defrosted prior to cooking. The defrosting will be carried out in controlled conditions in either a rapid thaw cabinet or a refrigerator. The controlled temperature environment inside the thawing cabinet combined with air circulation provides the fastest and safest practical method of defrosting. If the product, when manually tested, has not reached a core temperature of  $-1^{\circ}\text{C}$ , it will require further defrosting before cooking or refrigerated storage.

2.26 When defrosting food in a refrigerator, defrosting items must be kept away from other items not requiring further heat treatment. All raw meat must be stored in separate refrigeration. Liquid from thawing raw meat and poultry products contains harmful bacteria and will contaminate any surface it touches. All equipment in contact with defrosting raw meat and poultry will require thorough cleaning and disinfecting after each use.

2.27 To prevent or reduce the risk of cross contamination, the following must be observed:

- Food handlers are trained, supervised and receive effective instruction;
- Hands must always be washed prior to starting work and before commencing any process;
- Goods must be removed from the storage location to the appropriate preparation area as late as possible so as to minimise the amount of time they are held at ambient temperature;
- Food commodities must only be processed in the designated area using clean utensils;
- All processed commodities must be returned to their proper storage location as soon as practicable;
- All utensils and work surfaces must be cleaned between each process and any refuse placed into proper receptacles. Sanitise all utensils at the end of each working shift;
- Soiled protective clothing must be changed for clean before commencing any other process;
- Hands must always be washed at the end of each process. Before and after handling 'high risk' foods, always wash hands in the appropriate wash hand basin before leaving that area;
- Any cuts to the skin must be covered with a blue / distinctive waterproof dressing and the supervisor informed;
- Waste material must be removed from all food preparation areas after each food service. Food waste must be recorded, costed and analysed;
- Raw and cooked processes must never take place at the same time in the same preparation area.

2.28 When cooking, the following points must be followed:

- **ALL** cooking should be carried out as late as is possible so as to ensure that the minimum amount of time is given to possible food bacterial growth before serving;
- **ALL** joints of meat (including made up meat products e.g. burgers and sausages) must be cooked for sufficient time to ensure that the core temperature reaches +82°C;

- Poultry and game must be thoroughly cooked so that the core temperature reaches +82°C;
- Stews, casseroles and similar foods must be stirred periodically during the cooking process to enable heat to be evenly distributed throughout the food after which a minimum temperature of +82°C must be attained;
- Any reheated food product must achieve a core temperature of not less than +82°C. It must then be served without delay or held in a heated cabinet at a temperature which is not less than +63°C;
- In any event, food products that have been reheated must be disposed of when 2 hours have expired;
- Caterers must not, under any circumstances, use left-over/returned food items.

2.29 Where hot cooked food is not to be served for immediate consumption it must be cooled, without delay, to a core temperature of not more than +5°C. The most effective method to be adopted to achieve this is by the use of a blast chiller. The cooling of products must be completed within 90 minutes and then placed in a refrigerator.

2.30 In the case of hot / chill holding & transport, the following steps must be taken:

- Heated holding cabinets/trolleys must be able to maintain a constant food core temperature of +63°C or above. Hot holding cabinets/trolleys must only be used for food use and not for any other purpose. Hot trolleys must not, under any circumstances, be used to reheat food;
- In some establishments the time delay between the cooking process and serving of food can be influenced by the complexity and length of any food distribution route. In any event, legislative requirements must be met;
- The time lapse between the completion of the cooking process and commencement of service must not exceed 45 minutes. The target time should be considerably less than 45 minutes;
- Cold food must either be stored at +5°C or less and transported to the serving points in containers capable of maintaining that temperature; Or
- Food must be consumed within 4 hours of leaving refrigerated storage after which it must be disposed of and a record of events kept;
- All food that is to be conveyed to serving units must be carried in suitable covered containers.

2.31 The steps taken when meals and food are served is a key part of the process. The following steps should be taken:

- Food handlers are trained, supervised and receive effective instruction;

- Hygiene inspection and quality control arrangements for serveries must be complied with and documented;
- All food handlers must wash their hands prior to serving food;
- All food handlers must wear appropriate protective clothing whilst on duty;
- Hot food must be served at or above +63°C. Cold food must be served at/or below +5°C;
- All food must be served with the appropriate utensil, e.g. scoops, tongs or spoons, with separate utensils being used for each item;
- During food service, food servers must wear disposable plastic gloves. Sneeze screens where fitted must be in place;
- Unused/left-over food must be discarded;
- All waste material must be removed from food preparation areas at least after each food service;
- All servery containers, utensils and crockery must be cleaned in accordance with prescribed methods;
- A food comments record should be maintained (Annex 4). The contents should be monitored and actioned as necessary;
- In the event of illness being caused by food consumption, an illness incident record (Annex 7) must be maintained and a Healthcare professional informed.

2.32 Temperature and process controls together with monitoring procedures for all food production processes must be in place. Maintaining and monitoring temperature control is important. The measures set out in the kitchen temperature control flowchart must be met (Annex 8).

2.33 In the rare event of a food commodity recall establishments may be required to remove certain food commodities from circulation, especially where there is a potential risk to consumers' health. Catering Services will, either directly or through RPU's, advise Catering Managers of the affected item(s) and procedures to adopt.

## **Food Contamination and Poisoning**

2.34 The main causes of food contamination are:

- Food poisoning bacteria or other micro-organisms or their toxins (poisons which they produce) e.g. Salmonella species or Staphylococcus aureus;
- Foreign bodies, e.g. glass and paper etc;
- Chemical contaminants, e.g. washing-up liquid or rinsing agent;

- Allergenic, e.g. shellfish, nuts, peanuts and seeds;

2.35 Common reasons for food poisoning are:

- Food prepared too far in advance and inappropriate storage, e.g. food stored at room (ambient) temperature (not refrigerated or kept hot);
- Inadequate cooling;
- Inadequate reheating;
- Under-cooking;
- Inadequate thawing;
- Cross contamination;
- Consumption of raw food, e.g. raw eggs;
- Improper hot holding;
- Infected food handlers;
- Contaminated processed/canned food used;
- Poor hygiene practice.

2.36 The following areas are significant in reducing the risks associated with most main reasons for food poisoning:

<b>Risk Reduction</b>	<b>Examples</b>
<b>Supplier Monitoring</b>	Supplier audit Supplier performance Product recall
<b>Personnel</b>	Health screening Personal hygiene
<b>Education and Training</b>	Hygiene education Enhanced craft skills Management and systems
<b>Process Control</b>	Receipt Storage Cross contamination Defrosting of frozen foods Preparation Cooking Temperature controls Refuse disposal, storage and collection Food service Use of left-over food



<b>Premises</b>	Cleaning procedures Cleaning schedules Pest control Equipment Satisfactory potable water supply Adequate washing facilities Building maintenance Daily/weekly checks
<b>Monitoring</b>	Catering Manager Line Manager Regional Catering Manager / ACA Trained Pest Control Operative Environmental Health Authority

2.37 It is also very important to minimise the risk of microbiological contamination in all food areas. The main food poisoning bacteria are:

<b>Bacteria</b>	<b>Source</b>	<b>Prevention</b>
Salmonella	Raw meat, eggs, poultry, rodents, sewage/water	Thorough thawing and cooking; avoid raw milk, pasteurisation
Staphylococcus	Human – through nose, mouth, skin, cuts and boils	Avoid handling food; use utensils; avoid coughing and sneezing on food; adopt good personal hygiene practices
Clostridium perfringens	Animal and human excreta, soil dust, insects and raw meat	Thorough cooking above +82°C; Storage above +63°C; rapid cooling, refrigeration
Escherichia coli (E.Coli)	Human sewage, water, raw meat	High standards of hygiene; thorough cooking; avoid cross contamination
Campylobacter (virus)	Raw poultry, milk, sewage, meat carcasses, cross contamination	Thorough cooking above +82°C; avoid handling food; adopting high standards of hygiene
Noroviruses	Handled foods, ice desserts, salads, fruits, raw shellfish	Prewashing of salads and fruit; avoid handling
Clostridium botulinum	Soil, fish, meat and vegetables	Discard blown cans, strict attention to the shelf life of vacuum-packed food
Bacillus cereus	Cereals especially rice, spices, dried foods, milk and dairy products, meats, dust and soil	Thorough cooking and rapid cooling. Storing at correct temperatures

2.38 The risk of possibly eating infected food may be reduced by:

- procuring all food from centrally contracted suppliers;
- washing all raw fruit, vegetables and salad crop;
- correct storage;

- avoiding the consumption of high-risk raw foods, typically raw milk, homemade mayonnaise or other raw egg dishes;
- in all cases, good personal hygiene is essential.

2.39 In order to ensure that contamination by *Escherichia Coli* O157 is minimised it is essential that these key requirements are met:

- no food products are purchased or consumed from any unauthorised source;
- always keep raw meat separated during delivery, storage, issue and preparation;
- clean effectively and sanitise all food contact equipment;
- prevent cross contamination;
- use colour coded equipment and a separate area for raw meat;
- cook all meat products, thoroughly especially burgers, sausages, pies and minced meat products;
- do not purchase or use raw milk.

### **Salad, Fruit and Vegetable Food Items**

2.40 It should not be assumed that salad, fruit and vegetable crop food items have been pre-washed. If salads or vegetables are not to receive any cooking before serving and consumption, it is a requirement that all such foods are washed thoroughly in potable water (a weak sterile solution is preferable) in a clean bowl or food sink which has been properly sanitised. The raw products should be immersed for a minimum of 15 minutes and then thoroughly rinsed and drained before use. The preferred steriliser to be used for most salad, fruit and vegetable crops is a solution containing an active ingredient of Sodium Dichloroisocyanurate at 300 parts per million. The product in tablet form is available from the janitorial contractor.

2.41 Crops which carry a heavy bacterial loading may need a higher concentration of Sodium Dichloroisocyanurate and should be rinsed after process with fresh potable water before use. Products containing Sodium Dichloroisocyanurate must only be used under supervision. In all instances the manufacturer's instructions must be followed. The product is classified under COSHH Regulations as harmful.

### **Sandwich-like Products – Manufacture and Issue**

2.42 The term sandwich refers to any filled bread or like product, including rolls, baps, baguettes, French sticks, pitta, and naan. Any such product must not be prepared more than 24 hours prior to consumption. The manufacture, production and storage of sandwich type products is a high-risk process and must take place in a designated area, maintained to the highest standards of cleanliness and sanitation. All practices, including personnel, ingredients, materials, equipment and environment must be strictly controlled in order to minimise product contamination. It is essential that only chilled, products are used in the sandwich manufacture process. Small batch process is the preferred method of manufacture. In addition, the following criteria should be followed:

- Extreme care is necessary with regard to storage of all food packaging. Incorrect storage could lead to contamination of the food product;
- On completion of the manufacturing process and prior to issue, *all items must be returned to refrigerated storage (0°C to +5°C) with the minimum delay*;
- Upon removal from refrigerated storage, *the food items must be served with the minimum delay*. Where the products are to be transported to a serving point, the use of refrigerated or insulated boxes are recommended;
- The product should be consumed within 4 hours of issue. If consumption has not taken place, it can be assumed that the product is not required and can be removed.

### **Dog Searches in Food Areas**

2.43 In the event that a food area has been searched by dogs or contaminated following a search, the following actions must take place:

- Open food which may have been contaminated must be removed and discarded;
- All food production surfaces and equipment that have been contaminated by the search dog(s) must be thoroughly cleaned and sanitised;
- Any food room that has been searched must be thoroughly cleaned *prior to the continuance of any food production or the cooking of foodstuffs*.

### **Personnel Health Screening**

2.44 The following conditions apply:

- All prisoners may participate in catering or other food handling activities unless otherwise directed by the Governor or a Healthcare professional;
- *All personnel must be screened prior to employment on catering or food handling duties*. It is essential that a 'Food Safety Health Questionnaire' (Annex 10) is completed prior to any food related activity being undertaken for the first time;
- All visitors and maintenance personnel who enter the catering facility are required to complete a Food Safety Health Questionnaire (Annex 10);
- Where the Catering Manager considers that an individual's health may have an adverse effect on the provision of safe food, the individual should be removed from the food area and be referred with a report, to a Healthcare professional.

2.45 Further guidance, if required can be found in the '*Food Handlers Fitness to Work*' publication which can be obtained from the Food Standards Agency or from Catering Services.

### **Personal Hygiene**

2.46 Personal hygiene is vital in ensuring food is not contaminated. The following steps must be taken:

- To ensure continued good hygiene practice, all staff, prisoners and visitors, on entering the kitchen, must wear the clean protective clothing, including headwear provided by the establishment;
- Dedicated hand washing and drying facilities must be provided and used by all food handlers and visitors, including maintenance personnel
- All food handlers must practise good personal hygiene whilst undertaking food handling duties. This means:
  - Washing and drying hands before and after handling food and after going to the toilet;
  - Reporting any illness to management;
  - Not working if suffering from diarrhoea and/or vomiting;
  - Not handling food with scaly or infected skin lesions which cannot be totally covered during food handling;
  - Not spitting in food handling areas;
  - Not smoking in food handling areas;
  - Not eating, drinking or chewing gum in food handling areas;
  - Ensuring work surfaces and utensils are clean;
  - All food handlers are required, where necessary, to change out of their outdoor clothing and wear the appropriate protective clothing as directed (paragraph 2.51);
  - Jewellery must not be worn whilst in the kitchen or in food handling areas with the exception of plain wedding bands and sleeper earrings;
  - Fingernails must be kept short and clean. Nail varnish must not be worn by food handlers whilst on food handling duties;
  - All hair must be covered by appropriate headwear. Long hair should be tied back and suitable head covering or hairnets may be worn;
  - All establishment staff and visitors must be provided with appropriate protective clothing and headwear;
  - Where showers are available at the place of work, food handlers shall be encouraged to make use of them on a daily basis before commencing work;
  - All cuts and abrasions must be covered with a blue/distinctive waterproof dressing and finger stall where necessary. All other dressings and medications on exposed skin must be covered with a distinctive waterproof dressing;
- All food handlers must report to their supervisor if they have, or suspect they have, any septic sores, bowel/stomach disorders, diarrhoea or disease likely to be transmitted through food. Any food handler with any of these must be removed from food handling duties until such time as the problem is cleared by a Healthcare professional.

## **Training Requirements**

2.47 Annex II (General Hygiene Requirements) Chapter XII (Training) Regulation (EC) No 853/2004 applies. A food handler or operator is any person in a food business who handles or prepares food whether open (unwrapped) or packaged. Food business operators must ensure that food operators/handlers are:

- Supervised and instructed and/or trained in food hygiene matters commensurate with their work activities; and
- Those responsible for the development and maintenance of the HACCP system or operation of relevant guidelines have received adequate training in the application of the HACCP principles.

2.48 The “Food Law Code of Practice” states that the level of training, instruction or supervision of food handlers is the responsibility of the food business to determine, having regard to the nature of the business and the role played by food handlers within it, and should be assessed as part of a hazard analysis system. Authorised officers should take into account any relevant UK or EC industry guides to good practice when assessing training levels, but it is expected that persons preparing high risk open food will require the level of training equivalent to that contained in the foundation courses accredited by the Royal Institute of Public Health, the Chartered Institute of Environmental Health, the Royal Society for the Promotion of Health, the Society of Food Hygiene Technology and other similar training organisations.

2.49 In order to prove due diligence staff must be properly trained and adequate records of training are to be kept. The Food Hygiene education package issued to all establishments should be used. A record of training undertaken by food handlers must be kept (Annex 11). The training must be in line with the following:

- All prospective food handlers (including prisoners) must be provided with an induction education pack prior to being assigned food handling duties. The induction pack (Annex 12) contains information on the following elements:
  - Induction Form;
  - Common Reasons for Food Poisoning;
  - Personal Hygiene;
  - Reporting Illness;
  - Food Hygiene;
  - A Safe Working Environment;
  - Personal Clothing;
  - General Food Safety
  - 'Clean As You Go' Policy;
  - Future Education Requirements;
  - Work Compact and Job Description.

2.50 Training for prisoners’ programmes on food safety must include as a minimum depending upon the nature of the tasks being undertaken:

Category	Responsibilities	Training Level Required
A (Low Risk)	Anyone who would provide on-site support not directly involved in the preparation and personal handling of high risk open (unwrapped) food, such as: Store and RID clerks, Works Department, Board of Visitors or	<b>Hygiene Awareness Instruction:</b> to include Essentials of Food Hygiene and Start Right video.

	any person who would need to enter the kitchen or store premises on a regular basis.	Training should be carried out as part of induction.
B (Medium Risk)	Anyone who would provide on-site support not directly involved in the preparation and personal handling of high risk open (unwrapped) food but may undertake such duties as supervision of cleaning food areas, delivery or service of food, e.g. counter staff; food delivery staff; wing server staff and prisoners; canteen and mess staff.	<b>Essential Hygiene Education (Level 1):</b> to undertake self-study of 'Hygiene Sense' in addition to above training and undergo further written test within 3 weeks.
C (High Risk)	Anyone who prepares and/or processes high risk (including wrapped) food, such as: kitchen assistants; cooks; chefs; craftsmen; prisoners undertaking kitchen work.	<b>Certificate in Food Safety (Level 2):</b> to be achieved within 8 weeks, comprising of a minimum 6-hour education programme culminating in an examination and certificate when a pass criteria is achieved.
For further details see Annex 13.		
<b>Catering Staff</b>		
Level 2 Award in Food Safety in Catering – on entry (minimum)		
Level 3 Award in Supervising Food Safety in Catering – within 8 weeks, leading to level 4		
Level 4 Award in Managing Food Safety in Catering – on promotion within 8 weeks		

### Dress Standards - Catering Staff and Prisoners

2.51 Clean protective clothing must be worn by all food handlers at all times whilst on duty, this includes prisoners serving food. The minimum dress standard for food handlers employed in main production areas are:

- Clean, sturdy, safety footwear;
- Clean and pressed trousers (plain white are acceptable for prisoners);
- Clean and pressed chefs' jacket;
- Clean and pressed cooks' apron;
- Clean headwear (disposable paper forage caps);

2.52 Prisoners on domestic cleaning duties in the utensil or dishwashing areas may wear a T-shirt, trousers together with clean sturdy footwear and clean headwear with further protective clothing as required, e.g. rubber apron, wellington boots.

## CHAPTER 3 MENU PLANNING AND MEAL PROVISION

### 3.1 Specification Outputs

**Prisoners will be provided with 3 meals a day; normally breakfast, lunch and dinner.**

*This element of the specification ensures that prisoners receive 3 meals a day. It also specifies a continental breakfast to ensure that all establishments offer this meal as a minimum option. The minimum contents of a breakfast packs are laid out in this Manual.*

**Drinking water will be made available to all prisoners at all times.**

*This is mandated in the Prisons Act and usually addressed by integral sanitation. Where prisoners are in special accommodation arrangements must be made for provision of drinking water.*

**A multi-option (minimum 5 options to meet differing dietary requirements i.e. vegetarian, religious needs etc), pre-select menu including a minimum of one substantial hot meal choice per day will be provided for the lunchtime or evening meal.**

*A multi-choice, pre-select menu will be provided for the lunchtime or evening meal. Menus are to include 2 main choices; one Vegan choice; one Vegetarian choice and one Halal choice. Each prisoner will have the option of selecting a hot meal at least once a day.*

**The menu cycle will be for a minimum of 4 weeks.**

*This element sets a minimum menu cycle which allows caterers to prepare future menus whilst allowing for seasonal variation. Menu cycles reduce waste and give prisoners an opportunity to exercise some choice over their meals*

**The menu will reflect the diverse needs of the establishment's population.**

*This element requires prisons to take into account prisoner's religion, cultural norms, dietary and medical requirements. It will also take into account an element of prisoner choice and offer a range of planned variation. The dietary requirements of male and female prisoners are outlined in Food Standards Agency guidelines.*

**The menu provides information which enables prisoners to make decisions about their menu choice.**

*This element of the specification ensures that prisoners have enough information to make an informed choice of menu. This may include published menus, symbols and nutritional guidance. It will also ensure that foreign national or non-English speaking prisoners or prisoners with disabilities can make informed choices.*

**Prisoners are consulted about and can make comments on the catering provision.**

*This element ensures that systems are in place to ensure that prisoners are consulted about the catering process and have an identified input into menu provision and quality issues.*

**Stakeholders are consulted about and can make comments on the catering provision.**

*This element of the specification ensures that any stakeholders who have a direct interest in the catering provision consulted about the catering process and are able to make comments about food quality and the catering provision.*

**Comments on food quality will be made and recorded by a manager independent of the catering operation.**

*This element of the specification ensures that a manager, other than the Catering Manager and one designated by the Governor, samples the meal and makes comment on food quality.*

### Menu Cycle



### 3.2 When planning the menu cycle caterers must consider:

- A balanced nutritious dietary offering, which is varied and reflective of the population mix in HMPS;
- Financial resources required to produce the menu including, food commodity cost, staff costs, facilities, utilities and materials;
- Food colour, flavour, texture, temperature, appearance, season;
- Cultural and religious preferences of the population being served.

3.3 As the menu is the principle way of communicating with prisoners it is important that menus clearly indicate what is available and what the options are. Large numbers of choices are not, in themselves an indication of good food. It is important that the menu should make sense, be clear, be easy to read and be capable of being understood by the consumer. Even more importantly the consumer must understand what is on offer. An inadequate presentation can be off-putting and can lower expectations of the meal. Each dish offered must carry a symbol identifying individual diet suitability, e.g. healthy eating (♥), vegetarian (v), Halal (H). Additionally, pictorial symbols should be used – particularly when meals are being offered to non-English speakers. A brief accurate description must be published for each main course menu. A typical example can be found at Annex 20.

3.4 The menu cycle must offer and serve each prisoner 3 meals each day, a minimum of one which will be a hot main meal. A hot meal is determined by the entrée and not accompaniments or snacks such as pot noodle, hot cereal or soup. The planning of meals will take into consideration that there will be no more than 14 hours between the serving and / or consumption of the evening and breakfast meals. Variations are allowed based on weekend and bank holiday food service demands. Menus will be flexible enough to allow for the inclusion of seasonal or special offers which become available from suppliers.

### Portion Specifications and Control

3.5 Portion control is necessary to maintain consistency in quantity without prejudice to any individual, to maintain budgetary control and to provide the minimum provision. As such, Catering Managers should implement and display a portion control system which should be decided locally, based on the following minimum and advisory guidelines:

Milk	Semi Skimmed	200ml
Cheese	Cheddar	60g
Chicken	Medium Portion	250g
Pork Chop	Medium (with bone)	150g
Minced Beef	Medium Portion (cooked)	140g
Bacon	Rasher (grilled)	50g
Sausage	Grilled	60g
Meat Pie	Individual	175g
Beef Burger	Grilled	50g
Fish Finger	Grilled (x3)	75g
Egg	Size 3	57g
Margarine	Portion	7-10g

Jam or Marmalade	Average (on one slice)	15g
Lettuce	Average Serving	30g
Tomato	Tinned	17g
	Fresh	50g
Potatoes	Boiled	175g
	Mashed (1 scoop)	60g
Chips	Medium Portion	165g
Peas	Medium Portion	70g
Orange	Medium Sized	160g
Apple	Medium Sized	112g
Banana	Medium	100g
Porridge	Medium Portion	160g
Breakfast Cereal	Medium Portion (flake type)	35g
Rice	Medium Portion (boiled)	180g
Pasta	Medium Portion (boiled)	180g
Coffee	Instant	2g
Sugar	Per Serving	4g

## Healthy Eating

3.6 Establishment catering departments should promote the concept of healthy eating by ensuring that a choice of well-prepared balanced, nutritious meals are available. A well balanced diet is based on starchy foods (pasta and rice), contains at least 5 portions of a variety of fruit and vegetables, some milk and dairy foods, some protein-rich foods (meat, fish and pulses), and is low in fat especially saturated fat, salt and sugar. A healthy lifestyle would include a well-balanced diet, plenty of exercise, drinking plenty of water and not missing meals especially breakfast.

3.7 The Food Standards Agency has issued nutrient and food-based guidelines for eating well. Full guidance can be found on the OESS website. Whilst caterers should ensure a balanced diet is available, healthy eating is not assessed dish by dish. A healthy intake of food is assessed over a period of time. Achieving an appropriate intake of food from a wide variety of foods with the emphasis on starches (particularly fibre rich starches) fruits and vegetables along with less total fat is the individual aim. The provision of such items on menus is essential to achieving a healthy diet.

3.8 As part of this process caterers should look objectively at menu selection and modify cooking methods and service towards more healthy guidelines. All the products used in the kitchen should be reviewed with the aim of introducing healthy cooking ingredients and products such as wholemeal bread, flour and pasta, brown rice, low fat milk, unsaturated cooking fats and lean meats, fish and poultry.

3.9 A balanced approach to diet should be considered over a period of time (a day or week for example) and should include plenty of meals and not be restricted to a single dish. Recommended nutritional based guidance should be considered by Catering Managers as part of menu planning. Dietary guidelines for adults in the United Kingdom include the following recommendations:

- No more than 35% of energy provided by total fat;
- No more than 11% of our food energy by saturated fat;
- 50% of energy provided by carbohydrates;

- UK adults should consume 18g fibre per day;
- Non-milk extrinsic sugars or added sugars should provide no more than 11% of food energy intake;
- 15% of energy provided by protein;
- Adults should consume no more than 6g of salt per day.

3.10 Fruit and vegetables are fundamental to a balanced diet. They are generally low fat, low calorie foods high in vitamins, minerals and a good source of fibre. Consumption of more fruit and vegetables may help reduce the risk of heart disease and some cancers. The '5 a day' programme is a Government initiative aimed at improving the nation's health. The aim is for individuals to eat at least 5 portions of a variety of fruit and vegetables per day. Variety is the key – 5 glasses of fruit juice would only count as one portion. Fresh, frozen, chilled, canned, 100% juice, dried fruit and vegetables all count. Fruit and vegetables contained in convenience foods can contribute. It is worth noting that potatoes do not count; neither do vitamin pills or dietary supplements. See [www.5aday.nhs.uk](http://www.5aday.nhs.uk) for more information.

3.11 Catering Managers should constantly review their practices in order to provide increasingly healthy meals. Ways of doing this include:

- Checking recipes and, wherever possible, reduce fat, sugar and salt levels. Sugar substitutes or salt alternatives should not be used in food preparation. A minimal use of salt in cooking is acceptable;
- Replacing more saturated fats (lard, suet, butter and pastry margarines) with unsaturated fats such as unsaturated block or soft margarines and white fats; oils such as rape seed, sunflower, safflower, olive or nut oils;
- Using a variety of fish, white or oily. The latter is thought to provide some protection against heart disease;
- Using the leanest possible cuts of meat - remove skin from poultry before cooking if it is to be casseroled because this is where poultry fat occurs;
- Making use of reduced fat products wherever possible, particularly dairy products such as semi or fully skimmed milk, low fat yoghurt less than 10% fat, varieties of fromage frais, Greek yoghurt, quark, soft cheese and similar products. Use reduced fat cheeses or smaller quantities of stronger flavoured cheeses such as parmesan or very mature cheddar. Reduce the number of roux or cream sauces used - look for alternative sauce methods which use less fat;
- Increasing the fibre content of flour-based dishes by including from 25% to 50% wholemeal flour in all flour-based recipes other than white sauces;
- Using pulses to thicken soups and casseroles;

- Using the minimum amount of sweeteners such as sugar (brown or white) honey, syrup, treacle. Serving more fruit-based desserts helps to reduce sugar levels;
- Using the minimum amount of salt, salted bouillon and packet soup mixes, the latter two contain high levels of salt;
- Using one layer of pastry rather than two;
- Using oatmeal for coatings or add to crumbles and other suitable dishes.

## **Cooking Methods**

3.12 How food is cooked has implications on how healthy the final meal is. Caterers should:

- Minimise the use of deep fat frying. When frying, always ensure the thermostat on the fryer is working and that the vegetable oil is at the correct temperature, clean, and is kept covered when not in use. This will help to minimise the uptake of fat by the food. Product overloading will drastically reduce cooking efficiency. Stir frying uses less oil;
- Bake, grill, poach, roast or steam. When grilling, ensure the food is on a rack and not on a flat oven tray; roast should also be on racks or use diced vegetables. There is no need to brown meat in fat to seal – it is equally effective to dry fry or add boiling stock. Use the leanest possible cuts of meat and trim any visible fat either prior to cooking (casseroles) or prior to serving (roast). To retain as wide a range of vitamins and minerals as possible it is preferable to steam vegetables rather than boil;
- Decorate a third to a half of all cold desserts with fresh or dried fruits rather than over-relying on piped cream.

## **Religious Diets**

3.13 It is a fundamental requirement that prisoners and members of staff are provided with meals which meet an individual's religious, cultural and medical dietary needs. It is further necessary that all prisoners are provided with food commodities that are stored, prepared and served in an appropriate way. The menu choices and meal provision must reflect the religious and cultural needs of the establishment.

3.14 Good practice relating to catering for prisoners from minority religious groups includes:

- Appropriate labelling of equipment;
- Inviting relevant faith chaplains into kitchens;
- Enabling food provision for religious festivals;
- Involving prisoners from different religions and ethnicities in cooking and other kitchen work including at the point of service.

3.15 Advisory guidance will, at all times, be issued to all establishments by the centre. Catering Managers can seek advice/information about religious diets from their establishment faith Chaplain, Regional Catering Manager, Catering Services and/or the appropriate NOMS Faith Adviser.

### **Buddhist**

3.16 Many Buddhist prisoners will require a full vegetarian diet. Some may request a vegan diet, and this must be allowed. Fasting is sometimes practised, and especially on the Observance Days some devotees will observe the Eight Precepts, one of which prohibits the consumption of any food between noon and the following dawn. Asian Buddhists may eat meat but will decline pig meat and pork/bacon products.

### **Christian**

3.17 On 2 days each year, Ash Wednesday and Good Friday, many Christians (including those from the Roman Catholic and Anglican traditions) will wish to fast and/or abstain from eating meat. A vegetarian or fish dish would be required. On Fridays in Lent (throughout the year for Roman Catholics and Anglicans), many Christians will also often fast and/or may abstain from meat so a vegetarian or fish dish may also be selected on Fridays throughout the year.

### **Church of Jesus Christ of Latter-day Saints ('Mormons')**

3.18 No dietary restriction, save for provision of beverages. Members do not drink any form of normal tea or coffee, both of which are forbidden. The Church does not specify particular substitute hot drinks for its members; however, one or more of the following beverages should be provided to members as an acceptable substitute: Barley Cup / Caro or Cocoa or Drinking Chocolate / Herbal Teas / Horlicks or Ovaltine.

3.19 Members of the Church of Jesus Christ of Latter-day Saints traditionally undertake a 24-hour fast on one day per month. This normally commences on the first Saturday of the month and is completed on the first Sunday. Members should be given access to sufficient and appropriate food and beverages upon completion of the fast.

### **Hindu (Strict)**

3.20 A strict Hindu diet is vegetarian based without fish and egg. Cheese, dairy products, garlic and onion may also be included provided there is the option to refuse these items. Beef, pork and any by-products derived from beef and pork are unacceptable to Hindus. No special cooking facilities or arrangements are necessary to provide the necessary variations in the dietary requirements.

### **Jain**

3.21 A vegetarian diet is acceptable. A true Jain diet might be nutritionally inadequate since fasting is part of their religion. Due to the medical implications, the Healthcare professional may consider it necessary to seek further guidance from the Jain Society. A true Jain would require separate cooking utensils, storage and washing-up facilities.

### **Jew**

3.22 In accordance with an agreement reached between the Prison Service and the Visitation Committee at the Office of the Chief Rabbi, any Jewish prisoner who satisfies the Jewish Chaplain appointed to the establishment (or obtains such confirmation from their “home Rabbi”) that they have a sincere desire to adhere to the Jewish faith and to follow Jewish dietary laws, will be entitled to one Kedassia supervised Kosher main meal per day whilst in prison. Any such prisoner who satisfies the Jewish Chaplain and Governor that they cannot partake of vegetarian food may receive a second pre-packed Kedassia supervised Kosher main meal.

3.23 Jews who wish to observe the fast on the Day of Atonement must be given a Kedassia supervised Kosher meal not later than 18.00 hrs on the eve of the fast and a further Kedassia supervised Kosher meal after the fast (at nightfall on the following day). Some part of breakfast and dinner so saved may go towards substantial supper meals. During the Feast of Passover, all Jewish prisoners, so requesting, must be issued with Kedassia supervised Kosher for Passover meals.

3.24 Strictly orthodox and ultra-orthodox Jewish prisoners will have additional needs and requirements. These may include Kosher breakfast, milk, bread, grape juice and bread rolls (challos) for the sanctification of the Sabbath and festivals, plus biscuits, confectionery etc if not available from the prison canteen. Their specific requirements may vary depending on their traditions and cultural backgrounds and a strictly orthodox Jewish Chaplain will be able to clarify individual needs. Where no strictly orthodox Chaplain is assigned to an establishment, Rev Michael Binstock, the Jewish Faith Adviser, should be contacted. He will draw on the services of strictly orthodox Rabbis within his prison chaplaincy team who have a long history of involvement with orthodox and ultra-orthodox Jewish prisoners.

3.25 Jews who wish to observe the Fast on the Day of Atonement must be given a Kedassia supervised Kosher meal no later than 18:00 hours on the eve of the Fast and a further Kedassia supervised Kosher meal after the Fast (at nightfall on the following day). Some part of breakfast and dinner so saved may go towards substantial supper meals. Strictly orthodox Jews will wish to observe other Fast days in the Jewish calendar and the Jewish Chaplain will be able to give further information and advice. During the Feast of Passover, all Jewish prisoners, so requesting, must be issued with Kedassia supervised Kosher for Passover meals.

3.26 Jewish prisoners at Passover receive supplementary foods to be supplied by arrangement with the Jewish Chaplain. A list of foods (identified as Kosher, where relevant) which must be supplied to Jewish prisoners during Passover has been agreed with the Jewish Visitation Committee. This comprises:

Product	Quantity
Matzos	Five cartons
Soft margarine	500 grams
Soup in a cup	Eight
Cheese portions	300 grams
Jam	Large jar (250 grams)
Fresh fruit	Two
Tea, coffee, sugar	
Eggs, fresh fruit and salad must be provided daily by the prison kitchen	
Items for the Seder ceremony as advised by the Jewish Chaplain	

## **Muslim Prisoners and Halal Products**

3.27 Muslim: *Muslim prisoners must be provided with a Halal diet.* (“Halal” means permitted according to Islamic law). The Halal diet can be:

- An ordinary diet utilising Halal meat and poultry products in place of Haram (forbidden) products;
- A vegetarian diet;
- A vegan diet;
- A seafood diet, e.g. fish, prawn and seafood products.

3.28 Establishment menus must include, as a minimum, a main meal daily choice suitable for Muslims. The choice will be indicated as such. Where the Halal meat, poultry or seafood option is declined a vegetarian or vegan choice should be offered. In addition:

- The diet must not consist or contain anything which is considered to be unlawful (Haram) according to Islamic law, such as non-Halal meat and their by-products, e.g. gelatine, certain E numbers etc;
- The Halal diet must be free from any product or by-product derived from pigs, e.g. pork, bacon, ham. It must also be free from all alcohol, wines and spirits;
- For the Halal diet, Vegetable based oils/fats/margarines must be used for frying and other cooking processes. This oil must not be used for any non-Halal cooking prior to Halal cooking. They must also be filtered separately.

3.29 All Halal meat and poultry must be purchased from the agreed national contracts.

3.30 Halal products must be clearly labelled and delivered separately from non-Halal and sited separately on chilled vehicles. Halal products must be off-loaded first and decanted onto a trolley designated Halal, by persons free from Haram products. Clean, disposable gloves must be used.

3.31 Halal products must be stored in separate conditions where facilities permit. If this is not possible then products may be stored within the same facility in an isolated designated area on a higher, separate shelf clearly labelled for Halal products. Designated containers must be used.

3.32 There must be no cross handling of Halal and non-Halal items. Separate preparation of Halal meat is a key requirement as is using separate cutting board and knives designated and marked as such for use with Halal products only. It is essential that separate pots, pans and utensils, designated for use with Halal products only, are used and marked as such.

3.33 It is desirable that when space is available, taken together with prisoner numbers, separate storage, preparation, processing and food service provision is made. A suitable diet stove may be set aside for the preparation of Halal dishes.



3.34 When using hot cupboards and hot trolleys Halal dishes should be placed in a separate compartment wherever possible, and in any event must be covered and marked Halal at all times. Separate utensils are to be used in the decanting and serving process.

Note: It is best practice to have Muslim prisoners involved in the cooking and serving of Halal dishes. However, Muslim prisoners must not be required to work with any products or by-products derived from pigs during the preparation stages.

Note: Utensils must be cleaned in running water or dishwasher units and not just dipped in static water.

3.35 In instances where establishments are unable to comply with these requirements, it may be necessary to purchase oven ready, prepared, frozen or chilled Halal meals. These are available nationally from contracted food suppliers. *Regeneration must be carried out according to the manufacturer's instructions and followed according to the meal type.*

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- 3.36 It is not acceptable to exclusively procure and issue Halal meat and Halal poultry products. When a Halal meat or poultry menu choice is offered, an alternative meat or poultry choice which is not Halal must be provided at the same meal. The Halal choice must be clearly identified on the published menu.

## **Pagans**

3.37 Many Pagans will require a vegetarian diet. Some may request a vegan diet.

## **Sikh**

3.38 Beef, pork and their products (except dairy milk) are unacceptable to many Sikhs. 'Halal' or 'Kosher' meat is forbidden to all Sikhs. Sikhism teaches that the eating of meat more generally is a matter of individual conscience and this must be respected. Some Sikhs will accept an ordinary diet with the above proviso in mind; others may require a vegetarian or vegan diet.

## **Further Variations in Diet**

### **Medical Diets**

3.39 Prisoners who require a particular diet as part of a medical condition (such as coeliac or diabetics) must consult the establishment Healthcare professional who will prescribe treatment and authorise any need. The catering department must be notified of any medical diets along with advice on how to meet the medical condition.

## **Vegan**

3.40 A vegan diet is based on fruits, vegetables, nuts, seeds, beans, pulses and cereals. The diet omits all animal products including meat, poultry, fish, sea creatures, invertebrates, eggs, animal milks, honey and royal jelly. Vegan prisoners should not be required to handle such foodstuffs. Food or drinks containing or made with any of the above or their derivatives should not be served. Yeast extract and fortified soya milk must be provided for vegans in order to provide vitamin B<sup>12</sup>. Vegetable oil margarine/frying oil must be used in the preparation and cooking of all food for prisoners on a vegan diet.

## **Vegetarian Diet**

3.41 A vegetarian is a person who does not eat fish, flesh, fowl, sea creatures or invertebrates and also avoids animal by-products such as gelatine and animal rennet which is found in some cheeses. Eggs and dairy products are not consumed by all vegetarians. Vegetable oil margarine/frying oil must be used in the preparation and cooking of all food for prisoners on a vegetarian diet.

## **Women Prisoners**

3.42 Women prisoners in the later stages of pregnancy and lactating mothers may require extra calories per day. Any additional requirements should be met following advice from a Healthcare professional. OESS website provides supplementary guidance from the Food Standards Agency. The general principles throughout this Operating Manual apply to both women and male prisoners. Clearly caterers in establishments holding women prisoners should, as all caterers are expected to do, provide an acceptable healthy diet that meets the needs of the population.

## **Food for Religious Festivals**

3.43 The dates of the main religious festivals are set out annually in a PSI issued by Chaplaincy HQ.

3.44 Governors and Directors of contracted prisons, together with Co-ordinating Chaplains, must ensure equitable provision, as far as practicable, across the faiths in terms of food for religious festivals. Food for religious festivals should always be provided in consultation with the relevant Faith Chaplain and should be provided at a communal gathering.

3.45 Where food is provided at public expense for religious festivals, this must be prepared in the prison kitchens. It should only be necessary to purchase food from outside sources in the event of an operating failure of kitchen equipment or for Kosher prepared meals. The cost of food must be proportionate to the number of prisoners involved and consistent with the cost per prisoner incurred in other religious festivals for other faiths. If the prison believes there are other exceptional circumstances requiring the food for a religious festival to be purchased from outside the prison, this should only be done in consultation with Co-ordinating Chaplain(s), the relevant Faith Chaplain and other key stakeholders such as the Catering Manager and Security Department. Governors and Chaplains should seek further advice from the relevant Faith Adviser, Chaplaincy HQ and Regional Catering Manager if necessary. The final approval of the Regional Custodial Manager must be obtained.

3.46 Faith communities may offer to donate food for religious festivals, but this should normally be prepared in-house. Subject to the agreement of the Governor, donations of additional small

items of food such as dates for Ramadan, sweets for Diwali, sweets/hot cross buns for Christmas/Easter may be allowed. Prasad (a blessed sweetmeat from the Gurdwara), which Sikh Chaplains are permitted to bring in for religious services, must also be allowed for festivals.

3.47 The Governor (food business proprietor) remains responsible for ensuring that all food served is fit for consumption and is not injurious to health. Exceptionally, therefore, if Governors wish to allow refreshments to be donated by faith groups, it is strongly advisable to limit these refreshments to items that have been purchased in sealed packaging and brought in unopened. *Hot food and food requiring re-heating must not be brought in.*

3.48 Governors and Chaplains should seek further advice from the relevant Faith Adviser, Chaplaincy HQ and Regional Catering Manager as necessary.

### **Food Allergy and Food Intolerance**

3.49 Food allergy and food intolerance are both types of food sensitivity. When someone has a food allergy, their immune system reacts to a particular food as if it is not safe. If someone has a severe food allergy, this can cause a life-threatening reaction. Food intolerance does not involve the immune system and is generally not life threatening, but if someone eats a particular food, they are intolerant to, this could make them feel ill or affect their long-term health.

3.50 The substance in a food that causes an allergic reaction in certain people is called an allergen. Allergens are normally proteins and there is usually more than one kind of allergen in each food. Most allergic reactions to food are mild, but sometimes they can be very serious. If someone has a food allergy, they can react to just a tiny amount of the food.

3.51 The symptoms of an allergic reaction can vary, and the reactions can be more or less severe on different occasions. Symptoms can appear within minutes, or up to several hours after someone has eaten the food they are allergic to. Generally, the consumer will not experience all of these symptoms at the same time. In the event, Healthcare advice should be undertaken without delay. Some of the symptoms of an allergic reaction can also be symptoms of other illnesses. The most common symptoms of an allergic reaction include coughing; dry, itchy throat and tongue; itchy skin or rash; nausea and feeling bloated; diarrhoea and/or vomiting; wheezing and shortness of breath; swelling of the lips and throat; runny or blocked nose; and, sore, red and itchy eyes.

3.52 People with severe allergies can have a reaction called anaphylaxis (pronounced anna-fill-axis), sometimes called anaphylactic shock. When someone has an anaphylactic reaction, they can have symptoms in different parts of the body at the same time, including rashes, swelling of the lips and throat, difficulty breathing and a rapid fall in blood pressure and loss of consciousness. Anaphylaxis can be fatal if it is not treated immediately, usually with an injection of adrenaline (epinephrine). This is why it is extremely important for someone with a severe allergy to take their medication with them wherever they go.

3.53 The first symptoms of anaphylaxis can develop within minutes of eating the food, but symptoms can develop up to several hours later. Severe symptoms can appear within minutes of ingestion. Many anaphylactic reactions can be misleadingly mild at first, so it is better to be cautious and not underestimate the danger. People with severe allergies who also have asthma are more likely to have a severe reaction affecting the lungs. Anaphylaxis can also be caused by other things, such as bee and wasp stings and drug allergy, but food allergy is one of the most common causes.

In the UK and Europe peanuts, milk, eggs and fish are the most common foods to cause anaphylaxis, although any food including nuts, sesame seeds and shellfish can also cause it.

### **Consulting Prisoners, Staff & Other Stakeholders**

3.54 A properly constructed market survey makes sure that not only are meal preferences provided where possible but also that the diverse needs of the prisoner population can be met. Recorded surveys of prisoners' views concerning food preferences should be carried out regularly and the results published. However, caterers locally need to establish whether a full questionnaire of the population is required or whether other methods, such as consumer meetings and attendance by the Catering Manager at other regular meetings such as those arranged to discuss matters relating to Foreign Nationals, mini surveys etc may equally yield valuable information. A food comments book should be available to all prisoners and views expressed should be regularly reviewed.

3.55 The sample survey pro-forma at Annex 14 is a good example of a questionnaire. Before undertaking a survey, it is important that the process is planned and those expectations are not over-raised. Establishments should gather and analyse the information from the returned questionnaires, not forgetting that it is the consumer, not the caterer, who selects his or her menu, so analysis of dish popularity is necessary and those dishes which are not popular may not stay on the menu. Consumer demand, balanced against other resource implications, is to be considered and traditional dishes, modern trends in food fashions and healthy eating choices will be taken into account.

## **CHAPTER 4: SERVING OF FOOD**

**Mealtimes will be specified, and the timings agreed with the Regional Manager Custodial Services / Director of High Security Prisons.**

*This element of the specification ensures that the mealtimes which are proposed by an establishment are agreed with the Regional Manager Custodial Services or Director of High Security Prisons.*

**Staff and prisoners will know when meals are served.**

*This element of the specification ensures that prisoners and staff are aware of the agreed timing of the meals in the establishment.*

**Prisoners received into the establishment after the serving of the last meal will receive a hot meal.**

*This element of the specification ensures that any prisoner received into an establishment after a set mealtime, which has been agreed, will still receive a hot meal.*

### **Mealtimes**

4.1 The Specification makes it clear that mealtimes are proposed by an establishment are formally agreed with the Regional Manager Custodial Services or Director of High Security Prisons. However, this does not mean that meal timings should be unnecessarily compressed during the day. Mealtimes should reflect those within the community. There should be a minimum of 4.5 hours between the beginning of lunch service and the beginning of the evening meal service. Lunch should

be served around midday. Timings should be published locally for staff and prisoners. A period of 14 hours is the maximum any prisoner should go without food. In addition to the evening meal prisoners must be provided with a supper snack and the means to make a hot beverage.

4.2 Suggested windows for mealtimes are as follows:

- Breakfast                      07.30 – 09.00
- Lunch                              12.00 – 14.00
- Evening                            17.00 – 19.00

4.3 In addition prisoners should be provided with the facilities and commodities to enable them to prepare a minimum of 4 hot drinks a day.

### **Pre-select Menus**

4.4 There are many variations possible for pre-select systems. It is the responsibility of Catering Managers to decide what is best for their establishment. Pre-select lends itself to being managed by a database programme. Annexes 15-19 provide a paper copy example typical of that used in many establishments today. It may be utilised as a skeleton model and adapted to fit into local regimes.

4.5 The basic format of this system is:

- The multi-choice weekly menu and meal specifications are published in advance (Annex 15);
- Choice slips to be issued to prisoners by wing staff (Annex 16);
- Prisoner returns completed choice slip to wing office, or alternatively, makes a verbal choice, but in any event signs for his/her selections;
- Information is collated and retained on the wing and total requirements arrived at (Annex 17);
- Totals for the order are sent to the kitchen to enable production plans to be put in operation (Annex 18);
- The wing staff will confirm requirements at the earliest opportunity (e.g. daily at breakfast). This will take into account wing movements;
- Where food is served at residential unit level, all food transport will have a contents slip signed on collection by both the wing representative and the duty caterer to confirm the trolley contents before it leaves the kitchen (Annex 19);
- When prisoners have a location change wing staff will need to take into consideration their meal choices;
- Distinctly separate utensils must be identified and used for the serving of Muslim meals. Utensils must not travel across from Halal to Haram trays and vice-versa. It is desirable that Muslim prisoners are employed to serve the Halal meat dishes.

4.6 It is the responsibility of the Catering Manager to ensure that servery supervisors are aware of these instructions.

4.7 It is the responsibility of the food business proprietor (the Governor / Director) to ensure that all persons in the food chain are trained to the appropriate level for the task to be performed. This is equally important for those supervising and / or serving meals which can be a weak line in the delivery chain. The Catering Manager must be informed of individual food handler training requirements. Training must then be programmed accordingly with up-to-date records being maintained of all persons completing food handling training. Records should be kept in the wing/house block office and copies held on the staff personal file and by the Catering Manager.

4.8 In addition to the above:

- All prisoners must receive training on all equipment that they are going to operate in the course of their duties;
- Where possible, each prisoner should have a folder which holds records of all the food handling training they have received within the establishment;
- Prisoners working on serveries must understand what is required of them and have a job description – a compact may be used;
- To ensure that all prisoners are fit to work in food service areas, they must first be passed as medically fit by the establishment's Healthcare professionals;
- *Once a risk assessment has been completed, safe systems of work must be produced that will ensure that all work can be carried out in a manner that reduces the risk to acceptable levels.*

## **Cleaning**

4.9 The highest standards of hygiene and cleanliness must be maintained at all times. Cleaning schedules, monitoring systems, cleaning equipment and agents must be linked to effective prisoner training. To allow this:

- All cleaning equipment that is to be used in the food service area must be kept in a designated area (**NOT IN THE SERVERY**) and must be marked with the correct colour code. It is essential that a colour coded system for cleaning equipment operates in accordance with Prison Service policy as set out in PSI 19/2007 (a revision to Section 3 of PSO 3801, Health and Safety Policy Statement);
- Cleaning/serveries personnel must ensure that all completed cleaning is done to the highest standard. Completion of cleaning routines must be monitored, and the findings accurately recorded after each cleaning period by servery supervisors. (These are to be kept for audit purposes – a minimum of 6 months completed records are to be maintained.)

## **Control of Substances Hazardous to Health**

4.10 Control of Substances Hazardous to Health (COSHH) is the name given to the series of regulations aimed at protecting people against risks which may occur from exposure to substances or

processes hazardous to health in the workplace. Under COSHH Regulations 2002 (as amended) all persons at work need to know the safety precautions to take so as not to endanger themselves or others through exposure to substances hazardous to health. All persons that are required to use chemicals in the course of their work must be trained in their safe use and training entered on 2055C. The chemicals must not be kept in the servery area but in a designated chemical storeroom. This room must be kept locked.

## **Food Collection and Transportation**

4.11 It is the responsibility of staff collecting a food trolley from the kitchen that the contents correspond with the items required/ordered. It is also the responsibility of staff collecting food to ensure that the food trolley is at the correct temperature.

## **Food Service**

4.12 It is essential that the hotplates and cold service counters are in good working order and are at the correct temperatures before food is placed inside. Equipment must be switched on in plenty of time for it to attain the correct temperature.

4.13 It is a requirement that food temperatures are taken and recorded at the point of service. When food arrives at the servery it must be decanted into the hotplate leaving lids on gastronome trays until food service commences. Just before the start of serving food, the temperature of each dish must be taken, and the findings recorded. If the food service takes over 30 minutes, then a second check must be made. If food is not at the correct temperature, guidance should be sought from the Catering Manager.

4.14 It is essential that all hot food is transported at the correct temperature. Hot food must be served 'hot'. Food cabinets must be able to maintain a core temperature of a minimum +63°C or above. Cabinets must be operating at a minimum of +75°C or above. All hot food must be served at a temperature above +63°C.

4.15 As with hot food, cold food must be covered at all times except when food is to be served. Cold food must be either stored/transported at +5°C or less OR it must be consumed within 4 hours of leaving refrigerated storage after which it must be disposed of and a record of events kept.

4.16 Food Presentation: It is important that all food that has been prepared by the catering department should be presented in the best possible way within the restrictions and constraints of the food service area. This entails keeping main dishes separate from vegetables and the dessert.

4.17 Contamination of Special Diets: It is essential that special diets are not contaminated, even briefly, by other menu items. For example, a vegan or vegetarian meal should not come into contact with meat; Halal meals should not come into contact with non-Halal (Haram) menu items. *The servery layout must be carefully considered to avoid contamination and separate identifiable serving utensils must be used for special diets. Instructions for laying up the servery and using identifiable serving utensils issued by Catering Managers must be carefully followed.*

4.18 Food Service Routines: Catering staff should visit each servery, at least weekly, to observe food service routines.

4.19 How food is offered or presented can help consumers eat more healthily. Some ways of doing this include offering:

- alternatives next to each other e.g. butter, unsaturated margarines and reduced fat spreads together;
- vegetables without fat or cream sauces (which can be offered separately). Serve poultry with the skin removed;
- some reduced fat salad dressings at the side of salads served without dressings;
- fresh meats and fish on salad bars as alternatives to tinned varieties and pastry items;
- lower fat alternatives to pour-on cream for desserts e.g. yoghurt and similar reduced fat products;
- a variety of breads and / or rolls which include whole grain varieties. Ensure sandwiches reflect this variety. Offer a selection of high fibre biscuits and crisp bread;
- a wide variety of interesting fresh fruits, vegetables and salads.

### **Wing Refrigerators**

4.20 *All fridges in residential areas must be operated and maintained to the highest standards. Records of operating temperatures must be kept. Refrigerators must be kept clean and free from out of date produce. Food must be stored in the correct manner.* In order to achieve the above requirements, inspection of fridges should be part of the wing servery supervisor's duties.

### **Use of Sterile Wipes**

4.21 *Before taking the temperature of food a sterile wipe must be used in the prescribed manner to ensure that the probe is sterile. A fresh wipe must be used to clean the probe for each different food item.* Sterile wipes will not make the probe acceptable for use with Halal meat, therefore either two probes are kept, one for Halal and vegetables and one for non-Halal foods or a non-contact infra-red thermometer is used.

### **Dress Standards**

4.22 *Both staff and prisoners must wear clean protective clothing whilst serving food. Some prisoners may be both cleaners and food handlers. Staff must ensure that prisoners do not wear the same protective clothing for both cleaning and serving food. Prisoners must not be allowed to leave the servery area and move around the establishment in the protective clothing that is worn to serve food. Prisoners must not change into protective clothing in cells. Hats must be worn. It is good practice to wear disposable gloves, but hands must be thoroughly washed prior to donning gloves.*

### **Waste Food Management**

4.23 To assist in reducing food waste, it is essential that all food waste from the servery is recorded. This information should be passed, at least on a weekly basis, to the Catering Manager for costing and analysis.



## **Portion Control**

4.24 Unless prisoners are allowed to serve themselves, the published portion control system identified by the Catering Manager must be operated. This will assist the catering team in ensuring that the correct amount of food is available at the point of service for the number of prisoners.

## **Food Comments**

4.25 A food comments book should be available at the point of service. The comments book should be seen and signed by the Catering Manager on a regular basis and actioned as required. Prisoner complaints forms may also be used.

## **Dirty Protest Guidance**

4.26 To ensure all current food safety regulations are met with regard to safe handling of food during a dirty protest, the following guidelines should be met:

- All prisoners will be catered for according to their cultural, racial or religious beliefs, or under the advice from a Healthcare professional;
- All food should be issued to prisoners on disposable plates/polystyrene containers;
- All drinks should be issued to prisoners in disposable cups/polystyrene cups. Where appropriate, disposable lids should be used to cover the cups. If the prisoner is allowed the use of his/her own flask, hot or cold water should be provided and issued;
- All food waste and cutlery items should be disposed of in sealed polythene waste bags and sent for incineration;
- Refused food should be disposed of immediately in sealable polythene waste bags and a record of the food refused should be made by the unit/wing manager;
- If the prisoner gives up the protest after refusing his meal and requires food, a requisition should be made to the Catering Manager during normal kitchen operational hours. If outside normal operational hours, provision of a sandwich meal should be offered;
- All staff involved in the direct issue of food and collection of food waste and cutlery items are advised to wear the special protective clothing and certainly a minimum of plastic disposable gloves. Where more than one prisoner is involved in the protest, gloves should be changed for each individual issue and collection. The clothing should be disposed of in sealed polythene waste bags and sent for incineration;
- Food should be plated just prior to issue to ensure food temperatures for service are adhered to;
- Where more than one prisoner is involved in a dirty protest, bulk food items should be stored at temperatures of above +63°C;

- The kitchen should record all temperatures of food prior to issue to serving staff and ensure that a minimum temperature of +82°C has been achieved;
- Separate samples of food issued to prisoners on dirty protest should be kept for a 72-hour period;
- A log of all food and drinks issued should be kept for the duration of the protest;
- A supply of anti-bacterial soap at the wash facilities should be made available.

### **Late Receptions**

4.27 The Catering Specification clarifies that prisoners received into the establishment after the serving of the last meal will receive a hot meal. How this is provided is up to the establishment though clearly all the points made earlier in this Manual about the need for safe food handling and serving apply. The principles of HACCP will be adopted, and control mechanisms as identified for the safe production and regeneration of such meals will be adhered to. It is a requirement to monitor and record all such processes.

## **PART 1c – PSI 05 2016**

[https://www.gov.uk/government/publications/faith-and-pastoral-care-for-prisoners-psi-052016#:~:text=This%20prison%20service%20instruction%20\(PSI,religious%20classes%20and%20cultural%20activities](https://www.gov.uk/government/publications/faith-and-pastoral-care-for-prisoners-psi-052016#:~:text=This%20prison%20service%20instruction%20(PSI,religious%20classes%20and%20cultural%20activities)

## **PART 1d – Government Buying Standards for food and catering services**

<https://www.gov.uk/government/publications/sustainable-procurement-the-gbs-for-food-and-catering-services>

## **PART 1e – MoJ Outcome Delivery Plan**

<https://www.gov.uk/government/publications/ministry-of-justice-outcome-delivery-plan/ministry-of-justice-outcome-delivery-plan-2021-22>

## PART 1f – PRISONER CATERING SLA – HMP Birmingham

### 1. Introduction

This Service Level Agreement (SLA) covers the contact details, specific requirements, performance measures and management arrangements for each Prison site. This will form part of the final contract document with the Service Provider.

### 2. Contact Details

The main parties to this agreement are as follows:

Prison Site Details			
Site name and address:	HMP Birmingham, Winson Green Road, Birmingham, B18 4AS		
Prison Type:	Category B		
Prison Representative / Local contract manager:	██████████	Job Title:	Interim Head of Business Assurance
Telephone Number:	██████████	Email Address:	██████████
Prison Representative Assistant:	██████████	Job Title:	Business Hub Manager
Telephone Number:	██████████	Email Address:	██████████

MoJ Commercial Contract Management Details			
Central Commercial Contract Manager	██████████	Job Title:	Commercial Manager
Telephone Number:	██████████	Email Address:	██████████

Service Provider Details			
Service Provider name and address	Aramark Limited		
Local Catering Manager:	██████████	Job Title:	Manager
Telephone Number:	██████████	Email Address:	██████████
Service Provider Contract Management Representative:	██████████ / ██████████	Job Title:	Operations Support Manager / Director of Operations
Telephone number:	██████████ / ██████████	Email Address:	██████████ / ██████████

### 3. Service Requirements

The Service Provider will make available:

Catering Services for a full Prisoner catering provision (site specific clarification of Prisoner Catering Specification). Any reference to the Specification throughout this document will be a reference to the corresponding Prisoner Catering Specification.

#### 4. Site Details

Maximum Prison Capacity	977				
Approximate Number of Prisoners	955				
Prison Type	Reception Prison, Cat B Local				
Prisoner Demographic	Adult Male				
Number of Kitchens and Capacity in Each	1 kitchen with capacity for all Prisoners				
Number of Serveries and Capacity in The Kitchen	12 active serveries with an additional 3 currently out of commission. Scope to reopen as part of the Prison refurbishment. 1 kitchen for Prisoner catering.				
Daily Allowance for Meals Per Prisoner (£)	<p>The Current Daily Allowance for Meals per Prisoner is [REDACTED].</p> <p>The Authority recognises that there are significant constraints in meeting this Current Daily Allowance, specifically ongoing inflationary pressures that are present as of Contract Commencement. The Authority and Service Provider shall work together collaboratively to ensure continued value for money to achieve the best possible rate for the Daily Allowance for Meals per Prisoner.</p> <p>The Current Daily Allowance for Meals will be formally reviewed at quarterly performance reviews and any changes shall be executed in accordance with clause F4 "Change".</p> <p>At the quarterly reviews the cost of food will be broken down into its component parts to provide the 'real' cost per prisoner as opposed to just a monthly consumption figure.</p>				
Number of Prisoners Available to Work in Prisoner Catering Per Day		Number Prisoners Available Minimum	Number Prisoners Available Maximum	Prisoners Currently working in	Prisoners Currently working Trained?

(Minimum and Maximum) And If These Prisoners Are Currently Working in Prisoner Catering.				<b>Prisoner Catering</b>		
	Mon	14	20	19	6 who have level 2 Food safety	
	Tues	14	20	19	6 who have level 2 Food safety	
	Wed	14	20	19	6 who have level 2 Food safety	
	Thurs	14	20	19	6 who have level 2 Food safety	
	Fri	14	20	19	6 who have level 2 Food safety	
	Sat	14	20	19	6 who have level 2 Food safety	
	Sun	14	20	19	6 who have level 2 Food safety	
	Bank Holiday	14	20	19	6 who have level 2 Food safety	
	MOJ Privilege Days	14	20	19	6 who have level 2 Food safety	
Security Levels Required for Staff	Enhanced level 1					
Local Security Requirements for Any New Staff to Obtain	As detailed in this SLA and the Specification.					
Local Training Required Before Commencing Work in The Kitchen						
	<b>Training Type</b>	<b>Catering Manager</b>	<b>Catering Supervisor / Chef Manager</b>	<b>Caterer / Chef</b>	<b>Catering Assistant</b>	
	Induction	Y	Y	Y	Y	
	Key	Y	Y	Y	Y	
	SEARCHING	Y	Y	Y	Y	

## 5. Times

Please provide details of access times that Staff will be permitted to enter and exit the Prison and additionally at what times each meal service shall begin.

Days	Catering Facilities Open	Catering Facilities Close	Latest Exit Time	Breakfast Times	Lunch Times	Evening Mealtimes
Monday	06:30	20:30	21:30	07:30	11:30	16:30
Tuesday	06:30	20:30	21:30	07:30	11:30	16:30
Wednesday	06:30	20:30	21:30	07:30	11:30	16:30
Thursday	06:30	20:30	21:30	07:30	11:30	16:30
Friday	06:30	20:30	21:30	07:30	11:30	16:30
Saturday	06:30	20:30	21:30	07:30	11:30	16:30
Sunday	06:30	20:30	21:30	07:30	11:30	16:30

## 6. Catering Service Local Arrangements

### Service Delivery

Service Provider will:	Site will:
Currently, Prisoners submit their menu choices via an electronic system, Custodial Management System (CMS). The Service Provider is responsible for ensuring the menu options are uploaded onto this system and that the information is accurate. The Service Provider is to upload menu information at least a week in advance of the day of delivery. Prisoners will make their menu selection and are able to make changes to their selection up to 12 hours prior to the day of delivery.	Provide the Service Provider with access to the CMS system and ensure the CMS system is operational.
14 Prisoners are to be employed in the kitchen daily with 30 Prisoners available on rotation for this at any one time.	The Service Provider has access to reasonable training facilities and the support required.  Reasonable efforts will be made to ensure that once Prisoners are trained in catering; they will be made available to the Service Provider on a regular basis.

	Efforts will also be made to ensure a consistent number of Prisoners are available to the Service Provider.
The Service Provider does not have to escort catering good deliveries.	
The Service Provider is required to load food onto the trolley and take it to the collection point and the agreed time.	Prisoners or Prison Staff will take the trolleys from the kitchen to the serveries and return them to the kitchen.
The Service Provider shall attend Prisoner forums and understand that this is currently held once per month.	Inform the Service Provider in reasonable time of Prisoner forum dates and time.
<b>Utilities</b>	
Electricity, gas and water is metered within the Prison Premises and the Service Provider shall not be charged for its use.	

## 7. Specific service requirements to the site

Specific Service requirements:					
In line with Health and Safety, the Service Provider and a Prison Representative shall inspect each servery on a weekly basis. The results of these inspections shall be logged.					
The Prisoners working in the kitchen work on a part time basis, allowing a greater number of Prisoners to be engaged in this work.					
Inventory of Heavy Equipment:					
Asset Number	Serial Number	Asset Description	Make	Model	Location
4417554	BM00001411	Walk in Fridge - Veg	Foster		Main Kitchen
4417555	BM00001414	Walk in Fridge - Raw Meat	Foster		Main Kitchen
4417556	BM00001409	Walk in Fridge - Cooked Meat	Foster		Main Kitchen
4417557	BM00001413	Walk in Fridge - Dairy	Foster		Main Kitchen
4417558	BM00001412	Walk in Freezer - Halal	Foster		Main Kitchen
4417559	414214	Walk in Freezer - Veg	Foster		Main Kitchen
4417560	BM00000514	Walk in Freezer - Bread	Foster		Main Kitchen
4417561	BM00000515	Walk in Freezer - Non-Halal	Foster		Main Kitchen
4417562	BM00000625	Walk in Freezer - Visits	Foster		Main Kitchen
4418528	G22MH14122435840	OVEN	Rationale	Oven 2	Main Kitchen
	G22SJ200984436	OVEN	Rationale		Main Kitchen
4418533	G22MH16112556591	OVEN	Lincat	Oven 7	Main Kitchen



4418534	G22SG101022305	OVEN	Rationale	Oven 8	Main Kitchen
4418536	G22SG10102230576	OVEN	Rationale	Oven 10	Main Kitchen
4418538	G22SG10102230575	OVEN	Rationale	Oven 12	Main Kitchen
4421530	19122800553	Rational GS 40G Combi SCC202G	Rational	SCC202G	Main Kitchen
4421531	19122800554	Rational GS 40G Combi SCC202G	Rational	SCC202G	Main Kitchen
4421532	19122800555	Rational GS 40G Combi SCC202G	Rational	SCC202G	Main Kitchen
4421533	69758PED-1	Groen EL Tilt Kettle DEE4.40	Groen	DEE4.40	Main Kitchen
4421534	1261703	W/halter GS660T (UFXL)	Winterhalter	(UFXL)	Main Kitchen
4421535	311597492	Hobart Mixer HL800-10	Hobart	HL800-10	Main Kitchen
4421650	19102781328	Rational GS 40G Combi SCC202G	Rational	SCC202G	Main Kitchen
4421651	19102783520	Rational GS 40G Combi SCC202G	Rational	SCC202G	Main Kitchen
4421652	311597463	Hobart Mixer HL800-10	Hobart	HL800-10	Main Kitchen
	31000002	Electrolux Six Burner	electrolux	9POX16800612	Main Kitchen
	69335/PED	Groen EL Tilt Kettle DEE4.40	Groen	DEE4.40	Main Kitchen
	69682/PED	Groen EL Tilt Kettle DEE4.40	Groen	DEE4.40	Main Kitchen
	69306/PED	Groen EL Tilt Kettle DEE4.40	Groen	DEE4.40	Main Kitchen
	67317/PED	Groen EL Tilt Kettle DEE4.40	Groen	DEE4.40	Main Kitchen
	20551	Bread Machine	Brook	S30	Main Kitchen
	30325646	Potato Peeler		IMCSP25	Main Kitchen
	F523799	Falcon Fryer	Falcon		Main Kitchen
	X602935	Falcon Fryer	Falcon		Main Kitchen
	F52451	Falcon Fryer	Falcon		Main Kitchen
	F611092	Falcon Fryer	Falcon		Main Kitchen
	FS2348	Falcon Fryer	Falcon		Main Kitchen
	J67621	Bratt Pan	Groen		Main Kitchen
	BM00001410	Blast Chiller	Foster		Main Kitchen
	FL2VS	Veg Slicer	electrolux	TR260	Main Kitchen
	G22SJ22012947267	Oven	Rationale		Main Kitchen
	1256230	W/halter GS660T (UFXL)	Winterhalter	GS6602	Main Kitchen
	TR26	Veg Slicer	electrolux	TR260	Main Kitchen
	16354002S	Gravity Fed Slicer	Sirman		Main Kitchen

	10912002210020	Metos Tilting Kettle	Viking Combi		Main Kitchen
	6857121	Toyota Pallett truck	Toyota	Mod LENE130	Main Kitchen

## 8. Key Performance Indicators and Management Information

The Service Provider is required to meet with the Prison Representative once a quarter to report on and discuss Management Information and Key Performance Indicators as per the Prisoner Catering Specification. Please see the Prisoner Catering – KPI and MI document.

## 9. Regime

### Breakfast

07:30hrs to 08:00hrs Monday to Sunday

Provision of a Breakfast Pack containing cereals and milk, along with the content of the Beverage Pack outlined below. All ingredients provided by Aramark from the main kitchen and issued at the previous day's Tea Meal.

### Lunch

11:30hrs to 12:00hrs Monday to Sunday

Choice of menu items (including vegetarian & halal choice) or sandwiches/salads as specified on the weekly menu and in adherence with special diets authorised by Healthcare.

Prepared by Aramark in the main kitchen, portioned according to the daily production sheet printed off the CMS system that morning and distributed to the appropriate wing via the food service trollies.

### Tea

16:30hrs to 17:00hrs Monday to Sunday

Choice of five menu items (including vegetarian & halal choice) with appropriate carbohydrate and a vegetable item. Hot or cold dessert or fresh fruit. Prepared by Aramark in the main kitchen, portioned according to the daily production sheet printed off the CMS system that morning and distributed to the appropriate wing via the food service trollies.

### Supper

Provided by the Aramark team at the times and days specified below:

Product	1x Packet of Biscuits
Delivery Frequency	Weekly
Time	Evening trolley

### Meals outside normal times

Aramark will provide meals for Prisoners arriving outside normal mealtimes, provided that Aramark is given reasonable advance notice of the need for such extra provision. Mealtimes for Prisoners at reception are outlined below:

- Lunch meal – 11:30 trolley collection by reception, 11:45 lunch service
- Tea – 16:30 trolley collection by reception, 16:45 tea service

Frozen ready meals (per case) provided and kept in reception freezer. Aramark will ensure that there is appropriate stock of freezer meals at reception. Food service is also required at the reception area for the mealtimes specified below, for prisoners arriving on-site.

### Special diets

All special diets will be authorised by Chaplaincy (religious, ethnic) and Healthcare (medical). Aramark will provide alternative menu choice items if the needs of these special diets are not provided by the standard menu choice.

### Condiments and beverage provision

Aramark will provide a daily beverage pack for issue to Prisoners covering their beverage entitlement as listed below.

Item	Quantity
Tea Bags	4
Coffee Sachets	0
Sugar Sticks	4
Milk Sachets	4

### Portion control

ITEM	SERVING UTENSIL	PORTION SIZE	PORTIONS PER TRAY
MEDIUM SIZED BAKED POTATOES	SPOON	1 PER PORTION	25 POTATOES PER TRAY
BRAISED LIVER	1 X 4oz LADLE (NON-HALAL)	1 X 4oz PORTION	PORTIONED PER NUMBERS ORDERED PER TRAY
BREAD	TONGS	2 SLICES PER MEALTIME	10 PORTIONS PER LOAF PLUS CRUSTS
BURGERS	SMALL FISH SLICE	PER PORTION	8 PORTIONS PER TRAY

CASSEROLE	4oz LADLE	1 X 4oz LADLE	50 PORTIONS PER DEEP/ 25 PER HALF DEEP
CHIPS	CHIP SCOOP	1 X 8oz LADLE	20 PORTIONS PER TRAY
COTTAGE PIE	2oz SCOOP		18 PORTIONS PER TRAY
CUSTARD / GRAVY	4oz WHITE LADLE	1 X 4oz LADLE	85/90 PORTIONS PER CONTAINER
DOUGHNUTS	TONGS	1 PER PORTION	
FAGGOTS	2oz SPOON	2 PER PORTION	PER WING NUMBERS
FISHFINGERS	SMALL FISH SLICE	4 PER PORTION	15 PORTIONS PER TRAY
BAKED FISH	SMALL FISH SLICE	1 PER PORTION	14 PORTIONS PER TRAY
GAMMON / MEAT SLICE	TONGS	1 X 4oz PORTION	20 PORTIONS PER TRAY
HASH BROWNS	FISH SLICE	3 X TRIANGLES PER PORTION	20 PORTIONS PER TRAY
LASAGNE / PASTA BAKE	2oz SPOON		18 PORTIONS PER TRAY
MASHED POTATO	2oz SPOON	2 X SPOONS	25 PORTIONS PER TRAY
PIES	SPOON		18 PORTIONS PER TRAY
RICE BOILED	SLOTTED SPOON	2 X LEVEL SPOONS	25 PORTIONS PER TRAY
ROAST POTATOES	SLOTTED SPOON	5/6 MEDIUM POTATOES	25 PORTIONS PER TRAY
POTATO WEDGES	TONGS	6 PER PORTION = 1 JACKET POTATO	25 PORTIONS PER TRAY
SAUSAGES (JUMBO)	TONGS	1 PER PORTION	20 PORTIONS PER TRAY
SAUSAGES	TONGS	2 PER PORTION	20 PORTIONS PER TRAY
TURKEY BURGER	TONGS	1 PER PORTION	12 PORTIONS PER TRAY
VEGETABLES	2oz SLOTTED SPOON	1 X 2oz SPOON	45/50 PORTIONS PER TRAY
BAKED BEANS/ SPAGHETTI / MUSHY PEAS	SMALL SPOON	1 X SPOON	45/50 POTIONS PER TRAY

## PART 1g – PRISONER CATERING SLA – HMP Bullingdon

### 1. Introduction

This Service Level Agreement (SLA) covers the contact details, specific requirements, performance measures and management arrangements for each Prison site. This will form part of the final contract document with the Service Provider.

### 2. Contact Details

The main parties to this agreement are as follows:

Prison Site Details			
Site name and address:	HMP Bullingdon, Patrick Haugh Road, Bicester, OX25 1WD		
Prison Representative / Local contract manager:	██████████	Job Title:	Head of Operations
Telephone Number:	██████████	Email Address:	██████████
Prison Representative Assistant:	██████████	Job Title:	Head of Residence and Services
Telephone Number:	██████████	Email Address:	██████████

MoJ Commercial Contract Management Details			
Central Commercial Contract Manager	██████████	Job Title:	██████████
Telephone Number:	██████████	Email Address:	██████████

Service Provider Details			
Service Provider name and address	Aramark Limited		
Local Catering Manager:	██████████	Job Title:	Manager
Telephone Number:	██████████	Email Address:	██████████
Service Provider Contract Management Representative:	██████████ / ██████████	Job Title:	Operational Support Manager / Director of Operations
Telephone number:	██████████ / ██████████	Email Address:	██████████ / ██████████

### 3. Service Requirements

The Service Provider will make available:

Catering Services for a full Prisoner catering provision (site specific clarification of Prisoner Catering Specification). Any reference to the Specification throughout this document will be a reference to the corresponding Prisoner Catering Specification.

### 4. Site Details

Maximum Prison Capacity	1112
Approximate Number of Prisoners	1064
Prison Type	Cat B Local
Prisoner Demographic	Adult Male
Number of Kitchens and Capacity in Each	1 kitchen with a capacity for 1200 Prisoners
Number of Serveries and Capacity in The Kitchen	10 – all serveries are in a workable condition, although only 8 are currently in use. 1 servery is in reception and is currently being used for microwave meals and E wing has two serveries, only one of which is in use. The Authority is happy for all serveries to be used in future.
Details of Distances Between Kitchens and Serveries in Approximate Meters	A Wing -122m B Wing – 61m C Wing – 168m D Wing – 107m E Wing – 106m F Wing – 174m Inpatients – 62m SSCU – 87m Reception – 82m
Current Daily Allowance for Meals Per Prisoner (£)	<p>The Current Daily Allowance for Meals per Prisoner is [REDACTED].</p> <p>The Authority recognises that there are significant constraints in meeting this Current Daily Allowance, specifically ongoing inflationary pressures that are present as of Contract Commencement. The Authority and Service Provider shall work together collaboratively to ensure continued value for money to achieve the best possible rate for the Daily Allowance for Meals per Prisoner.</p>

	<p>The Current Daily Allowance for Meals will be formally reviewed at quarterly performance reviews and any changes shall be executed in accordance with clause F4 "Change".</p> <p>At the quarterly reviews the cost of food will be broken down into its component parts to provide the 'real' cost per prisoner as opposed to just a monthly consumption figure.</p>				
Number of Prisoners Available to Work in Prisoner Catering Per Day (Minimum and Maximum) And If These Prisoners Are Currently Working in Prisoner Catering.		Number Prisoners Available Minimum	Number Prisoners Available Maximum	Prisoners Currently Working in Prisoner Catering	Prisoners Currently Working Trained?
	Mon	14	20	20	Y - 20
	Tues	14	20	20	Y - 20
	Wed	14	20	20	Y - 20
	Thurs	14	20	20	Y - 20
	Fri	14	20	20	Y - 20
	Sat	14	20	20	Y - 20
	Sun	14	20	20	Y - 20
	Bank Holiday	14	20	20	Y - 20
	MOJ Privilege Days	14	20	20	Y - 20
Security Levels Required for Staff	Enhanced level 1				
Local Security Requirements for Any New Staff to Obtain	As detailed in this SLA and the Specification.				
Local Training Required Before Commencing Work in The Kitchen	Training Type	Catering Manager	Catering Supervisor / Chef Manager	Caterer / Chef	Catering Assistant
	Induction	y	y	y	y
	Key	y	y	y	y
	Iprocurement	y	y	y	y
	SEARCHING	y	y	y	y
	Radio	y	y	y	y

## 5. Times

Please provide details of access times that Staff will be permitted to enter and exit the Prison and additionally at what times each meal service shall begin.

Days	Catering Facilities Open	Breakfast Times	Lunch Times	Evening Mealtimes
Monday	07:00	N/A – breakfast packs are to be distributed the previous evening	11:15 – 12:30	16:15 – 17:30
Tuesday	07:00		11:15 – 12:30	16:15 – 17:30
Wednesday	07:00		11:15 – 12:30	16:15 – 17:30
Thursday	07:00		11:15 – 12:30	16:15 – 17:30
Friday	07:00		11:15 – 12:30	16:15 – 17:30
Saturday	07:00		11:15 – 12:30	16:15 – 17:30
Sunday	07:00		11:15 – 12:30	16:15 – 17:30

## 6. Catering Service Local Arrangements

### Service Delivery

Service Provider will:	Site will:
Prisoner catering menus are currently distributed to Prisoners 5 days in advance, Prisoners' option choices are received by 11:00 2 days prior to serving.	Assist in distribution to Prisoners and collection from Prisoners.
Hot beverage making facilities (or distribution of hot beverage flasks) is <b>not</b> the responsibility of the Service Provider to manage.	Distribute flasks to the segregation unit where hot water flasks are required due to Prisoners here not having access to a kettle.



14 Prisoners are to be employed in the kitchen daily with 20 Prisoners available on rotation for this at any one time.	<p>The Service Provider has access to reasonable training facilities and the support required.</p> <p>Reasonable efforts will be made to ensure that once Prisoners are trained in catering, they will be made available to the Service Provider on a regular basis.</p> <p>Efforts will also be made to ensure a consistent number of Prisoners are available to the Service Provider.</p>
There are <b>not</b> vehicles available to assist with food delivery to Prisoners	
The Service Provider does not have to escort catering good deliveries.	
Trolley collection from serveries <b>will</b> form part of this agreement and shall include collection from the following areas: All residential serveries	Collect and return trolleys from points not identified.
The Service Provider shall attend Prisoner forums and understand that this is currently held once per month.	Inform the Service Provider in reasonable time of Prisoner forum dates and time.
<b>Utilities</b>	
Electricity, gas and water is metered within the Prison Premises and the Service Provider shall not be charged for its use.	

## 7. Specific service requirements to the site

Specific Service requirements:
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The Prison may request speciality packs to be supplied to Prisoners for occasions such as Christmas and New Year's Eve. This is dependent on the Prison's budget and therefore will be agreed prior to these occasions. The Prison Representative and Service Provider shall agree the contents and costs in line with price submissions at the times these requirements are requested by the Prison. The associated food and drink shall be bought via the MoJ Food contracts. Payment for these services shall be separate to that of the Prisoner catering and separate Purchase Orders will be placed by the Prison for these requirements. Previously, these speciality packs have contained crisps, chocolate bars and fizzy drinks and have cost approximately [REDACTED] per Prisoner.

### Prisoner Training

The Service Provider shall ensure all Prisoners working in the kitchen / servery areas are trained to Basic Food Hygiene Level 1 and Level 2. For any Prisoners who do not hold these qualifications, the Service Provider shall provide training to the Prisoners for Basic Food Hygiene Level 1, whilst The Clink shall provide training to Basic Food Hygiene Level 2 enabling them to achieve and be certified in these qualifications. The Service Provider shall also conduct induction sessions with all Prisoners working in the kitchen / servery areas. All other training and education of Prisoners at HMP Bullingdon is provided by The Clink.

**Future Requirements** – There is currently a new build project at HMP Bullingdon ongoing that will provide an additional 250 Category C Prisoner spaces. This project is timetabled over the next 2 years with an estimated completion in Q4 2024. This will increase the maximum Prisoner capacity of the Prison from 1,114 up to 1,360. This project will also see the kitchen capacity increase to cope with the influx of Prisoners.

Inventory of Heavy Equipment:

Type of Equipment	Description of Equipment	Make of Equipment	Model Number (if known)	Serial Number (if known)	Age (if known)	If covered by ARP Warranty
Dishwasher	General Purpose Dishwasher	Winterhalter	UF Series	1257078		
Dishwasher	General Purpose Dishwasher	Winterhalter	UF Series	1236943		YES
Braising Pan	Braising Pan	Groen	Eclipse	J126678-1-1		
Braising Pan	Braising Pan	Groen		GJ1248192-1		YES
Combination Oven	Combination Oven	Rational	40 Grid	G22SE08032136368		
Combination Oven	Combination Oven	Rational	20 Grid	G21SJ20112856826		YES
Combination Oven	Combination Oven	Rational	20 Grid	G215120012803234		YES
Combination Oven	Combination Oven	Rational	40 Grid	G22SI19012722361		YES
Combination Oven	Combination Oven	Rational	20 Grid	G22SH15012442181		
Combination Oven	Combination Oven	Rational	20 Grid	G21SHI601250077		
Combination Oven	Combination Oven	Rational	40 Grid	G21SH14032393797		

Combination Oven	Combination Oven	Rational	40 Grid	G22SJ20082842501		YES
Combination Oven	Combination Oven	Rational	10 Grid	G11SG09102196536		
Chiller	Chiller	Electrolux	Air Chill Blast	81000002		
Fryer	Double Basket Fryer	Falcon		F544760		
Fryer	Double Basket Fryer	Falcon		F544756		
Fryer	Double Basket Fryer	Falcon		F544757		
Fryer	Double Basket Fryer	Falcon		F544758		
Fryer	Double Basket Fryer	Falcon		F529941		
Fryer	Double Basket Fryer	Falcon		F529942		
Fryer	Double Basket Fryer	Falcon		F531845		
Fryer	Double Basket Fryer	Falcon		F530857		
Hob	6 Burner Hob	Electrolux		82100001		
Kettle	Fixed Kettle	Groen		69794PED		YES
Kettle	Fixed Kettle	Groen		69795PED		YES
Kettle	Tilting Kettle	Groen		98118		
Kettle	Tilting Kettle	Groen		99730		YES
Mixer	80lt General Purpose Mixer	Hobart		31-1595-582		YES
<i>Please note that this list of assets may vary slightly due to broken equipment requiring maintaining or replacing.</i>						

## 8. Key Performance Indicators and Management Information

The Service Provider is required to meet with the Prison Representative once a quarter to report on and discuss Management Information and Key Performance Indicators as per the Prisoner Catering Specification. Please see the Prisoner Catering – KPI and MI document.

## 9. Regime

### Breakfast

07:30hrs to 08:00hrs Monday to Friday, 08:30-09:00 Saturday / Sunday.

Provision of a Breakfast Pack containing cereals and milk. All ingredients provided by Aramark from the main kitchen and issued at the previous day's Tea Meal.

### Lunch

11:15hrs to 12:00hrs Monday to Sunday.

Trolleys leave the kitchen at 11:00, with lunch served from 11:15-12:00. Choice of menu items (including vegetarian & halal choice) or sandwiches/salads as specified on the weekly menu and in adherence with special diets authorised by Healthcare.

Prepared by Aramark in the main kitchen, portioned according to the daily production sheet printed off the Athena system that morning and distributed to the appropriate wing via the food service trollies.

#### Tea

16:15hrs to 17:30hrs Monday to Sunday.

Trolleys leave the kitchen at 16:00, with tea served from 16:15-17:30. Choice of five menu items (including vegetarian & halal choice) with appropriate carbohydrate and a vegetable item. Hot or cold dessert or fresh fruit. Prepared by Aramark in the main kitchen, portioned according to the daily production sheet printed off the Athena system that morning and distributed to the appropriate wing via the food service trollies.

#### Supper

Provided by the Aramark team at the times and days specified below:

Product	1x Packet of Biscuits
Delivery Frequency	Weekly
Time	Evening trolley

#### Meals outside normal times

Aramark will provide meals for Prisoners arriving outside normal mealtimes, provided that Aramark is given reasonable advance notice of the need for such extra provision. Frozen ready meals (per case) provided and kept in reception freezer.

#### Special diets

All special diets will be authorised by Chaplaincy and Healthcare (religious, ethnic or medical). Aramark will provide alternative menu choice items if the needs of these special diets are not provided by the standard menu choice.

#### Condiments and beverage provision

Aramark will provide a daily beverage pack for issue to Prisoners covering their beverage entitlement as listed below.

Item	Quantity
Tea Bags	4
Coffee Sachets	0
Sugar Sticks	4

Portion Control

## POTATOES, RICE &amp; VEG

PRODUCT	TRAY SIZE	PORTION SIZE
ROAST POTATOES	20 por per tray	5 to 6 pots per portion (size dependant)
CHIPS	30 por per tray	1 x chip scoop
NEW POTATOES	20 por per tray	4 to 5 pots per portion (size dependant)
WEDGES	20 por per tray	1 x chip scoop
VEGETABLES	40 por per tray	1 x black spoon 120g
1/2 DEEP RICE	35 por per tray	2 x black spoon
1/4 DEEP RICE	15 por per tray	2 x black spoon

## HOT WET DISHES

CURRY, STEW, BEANS ETC	1/4 Deep = 15	1x black ladle 250g
	1/2 Deep = 25 por	1x black ladle 250g
	Deep = 50 por	1x black ladle 250g
	Double deep = 65 por	1x black ladle 250g

## LIQUIDS

CUSTARD	60 por per deep	2x black ladle 200ml
SOUP	60 por per deep	2x black ladle 200ml
GRAVY	120 por per deep	1x black ladle 100ml

## PASTA BAKES

PASTA BAKE (1/4 deep)	15 por per tray	1 x black spoon 250g
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ALL OTHER TRAYED PRODUCTS
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SAUSAGE JUMBO	20 por per tray	1 per portion
SAUSAGES (DINNER)	13 por per tray	3 per portion
SAUSAGE (LUNCH)	20 por per tray	2 per portion
PIES, PASTIES & SAUSAGE ROLL	12 por per tray	1 per portion
BREADED FISH	12 por per tray	1 per portion
FISH CAKE	12 por per tray	1 per portion (unless stated otherwise)
SALMON FISH CAKE	12 por per tray	2 per portion
VEG SAUSAGE	20 por per tray	2 per portion
OMELETTE	12 por per tray	1 per portion
SPRING ROLLS & SAMOSA	12 por per tray	1 per portion
PIZZA	4 por per tray	1/2 pizza each
CHICKEN LEG	12 por per tray	1 per portion
CHICKEN KIEV	12 por per tray	1 per portion

If an item is not on the list above it will be suitably portioned and have visual portion or be individually portioned into a foil tray.

## PART 1h – PRISONER CATERING KPI AND MI

Prisoner Catering - Key Performance Indicators (KPIs) and Management Information (MI)			
KPI	Details	Target	Marking Method
Timely Supply / Prison Regimes	<p>On a quarterly basis, the Service Provider is required to set out any days that the Prison regimes were not met (as per Schedule 1 of the Contract). The Service Provider shall detail the reasoning and mitigating actions taken for this.</p> <p><i>The Authority understands some reasons for not meeting this may not be due to the fault of the Service Provider and may relate to circumstances beyond their control e.g. reduced prisoners working in the kitchen.</i></p> <p><i>The Service Provides shall attempt to mitigate any deviations from the Prison regime, even in circumstances beyond their control.</i></p> <p><u>Regime details:</u></p> <p><b>HMP Birmingham</b> - Breakfast packs provided previous day, breakfast served 07:30-08:00-Monday-Friday, 08:00-08:30 Saturday/Sunday. Lunch trollies leave the kitchen at 11:00, served 11:30-12:00. Dinner trollies leave the kitchen at 16:00, served 16:30-17:00.</p> <p><b>HMP Bullingdon</b> - Breakfast packs provided previous day, breakfast served 07:30-08:00-Monday-Friday,</p>	95%	<p>The Service Provide must provide catering services within the Prison regime 95% of the time over the reporting period.</p> <p>The Service Provider shall report on:</p> <ul style="list-style-type: none"> <li>- total calendar days over the reporting period</li> <li>- number of days the Prison regime was not met</li> <li>- reasoning for the Prison regime not being met</li> <li>- mitigations taken by the Service Provider to reduce impact of the Prison regime not being met</li> </ul> <p>The Authority shall then review and agree valid reasoning and mitigations.</p> <p><u>Calculation formula:</u> =100%-(b/a)</p> <p><u>Key:</u></p> <ul style="list-style-type: none"> <li>a) total calendar days over the reporting period</li> <li>b) number of days the Prison regime was not met without valid reasoning and mitigations</li> </ul>

	08:00-08:30 Saturday/Sunday. Lunch trolleys leave the kitchen at 11:00, served 11:15-12:30. Dinner trolleys leave the kitchen at 16:00, served 16:15-17:30.		
Staffing levels	<p>On a quarterly basis, detail any shifts where staffing levels were less than those outlined within the Pricing Matrix or those agreed with the Prison Representative.</p> <p>On a quarterly basis, the Service Provider is to identify any staff changes, including job title and confirm details of invoice adjustments made.</p>	95%	Staff levels should be at level agreed for a minimum of 95% of the reporting period. Evidence from attendance sheets and rotas.
Daily Allowance for Meals Per Prisoner	The Service Provider is required to manage expenditure for the costs to fall below the specified daily allowance for meals per prisoner. This is outlined in the Prisoner Catering SLA for each Prison. The Service Provider is to report on this on a quarterly basis.	100%	The Service Provider must maintain costs below the daily allowance per prisoner 100% of the time over the reporting period.
Food Quality	On a quarterly basis, the Service Provider is required to set out any days in which the provision of food did not meet the requirements within the Government Buying Standards for food and catering services	100%	The Service Provider must meet the Government Buying Standards for food and catering services 100% of the time over the reporting period.
Food Quality	The Service Provider is required to survey prisoners for their opinion of the food and catering services a minimum of once a quarter. On a quarterly basis, the Service Provider must report on the feedback received and their plan to action any feedback and improve survey results going forwards. This shall be discussed at the quarterly meeting.	95%	<p>The Service Provider shall report on all results of that reporting period's survey and the actions taken on the basis of the previous quarter's survey.</p> <p>The Service Provider shall demonstrate that they have capture 100% of the survey results and have implemented 95% of actions from the previous quarters survey within this period.</p>



Prisoner Training	The Service Provider is required to agree with the Prison Representative an estimation of how many Prisoners they can train each quarter and how many qualifications can be achieved. The Service Provider must report their progress to the Authority on a quarterly basis.	90%	The Service Provider will be marked against the estimation agreed with the Prison Representative and must meet 90% of their estimation each quarter.
<b>MI</b>	<b>Details</b>	<b>Target</b>	<b>Marking Method</b>
Staff Training	Report on updates and progress on the Service Provider's annual training programme on a quarterly basis.	N/A	For Information Only
Food Waste	Record the amount of food waste produced daily from the catering operation and report this to the authority on a quarterly basis.	N/A	For Information Only
Sustainability and Carbon Net Zero	Report on updates and progress to sustainability and carbon net zero targets.	N/A	For Information Only

## **PART 2a – STAFF AND VISITOR SPECIFICATION**

### **1 Summary of Requirements**

- 1.1 For the purpose of this document and any relevant Annexes, the customer is referred to as the Authority.
- 1.2 The Authority currently operates 123 Prisons in England and Wales (of which 13 are privately run). Prison Staff and Visit Hall catering services are required across the Ministry of Justice (MoJ) estate in different locations and to a variety of different specifications. Provision of catering may range from vending through to a fully catered restaurant provision.
- 1.3 The delivery of Staff and Visit Hall catering services is currently outsourced at 4 public sector Prisons which are being re-competed.
- 1.4 The tender will include current and potential future provision of Staff and Visit Hall catering services at the specified Prisons.
- 1.5 The purpose of this specification is to allow Bidders to develop proposals for the delivery and development of catering services which meet the standards of service required by the Authority. The Service Provider shall adhere to and comply with Prison Service Instruction 44/2010 Catering – Meals for Prisoners – Prison Catering Services (PSI 44/2010) and the Catering Operating Manual and subsequent variations and versions of, as these are key policy documents for catering within Prisons. These are included in Annex 1 and Annex 2.
- 1.6 A review of the PSI 44/2010 is underway and therefore is likely to come into place over the duration of this Contract. The future amendments of this PSI are predominantly legislative and policy updates. Amendments will also incorporate current thinking and recommendations from government regarding food choice and nutrition, as well as sustainability pressures. Service Providers shall be responsible for ensuring that they are working towards the latest Government policy and guidance. In the event of conflict between this specification and PSI 44/2010 the latter shall take precedence, unless formal agreement is made in writing between the parties, although all other areas within the specification shall remain in effect.
- 1.7 Service Providers are required to comply with the mandatory requirements of the Government Buying Standards (GBS) for Food and Catering Services and are

encouraged to meet the best practice criteria of the GBS for food and catering services. These can be found linked within Annex 3.

1.8 Service will be required to this standard specification with local catering options and requirements determined by the local Service Level Agreement (SLA) in Annex 5.

1.9 Services to be supplied include, but are not limited to, the following:

- Ensure high standards in the preparation, presentation and serving of meals and refreshments to Staff and Visitors;
- Ensure high standards of hygiene and cleanliness are maintained and that all equipment is properly used and maintained;
- Develop and implement a multi-choice menu that includes and identifies healthy options.
- In line with key aims of the MoJ Outcome Delivery Plan to reduce reoffending, ensure focus and high standards are met in the training of Prisoners. This can be found in Annex 4;
- Develop and maintain good relations and communications with Prisoners, Prison Staff, Guests, Visitors and other stakeholders.

## 2 Scope

2.1 Most Prisons currently provide an in-house service; however, some Staff Mess and Visit Halls remain outsourced. These Prison sites may be totally reliant on this service due to their remote location. Staff Mess and Visit Hall service requirements vary from location to location in opening times, days and service expectations as outlined within each sites SLA. The number of Staff utilising the service will vary depending on the size of Prison, alternatives available and Prison regime. The Service Provider may also offer a selection of confectionery and general sundry items such as newspapers, stationery and cards for purchase if agreed with the Prison Representative, this will be of particular interest to Prisons where there is little local shop availability.

2.2 The Staff Mess is primarily used by Prison Staff, Service Provider Staff and Visitors, and its aim is to provide a catering service appropriate to local needs as identified within the Prison SLA and as amended according to agreement with the Prison Representative.

2.3 The location of the Staff Mess may be within the secure area of the Prison, or external to the Prison walls, as confirmed within each Prisons SLA. Service options currently include the following: counter service providing hot and cold food options, drinks and

snacks, managed vending machine services, express/coffee shop style counters and other ad hoc food requirements for events/meeting.

- 2.4 Catering requirements at Visit Halls will vary across Prisons and is primarily used by Prisoners' Visitors, including children. Visit Hall opening times will be aligned to the Prisons visiting hours which will vary and are identified within the individual SLAs.
- 2.5 The level of service required at each Staff Mess and Visit Hall depends upon their location and size, existing and potential footfall will therefore help determine the type of service required. Descriptions of services within this document are intended to give the Service Provider an indication of the type and volume of services currently envisaged.
- 2.6 The Service Provider will co-operate with the Prison Representative to provide such services as are required and to develop and improve the services to meet each Prison's changing needs.

### 3 Provision

- 3.1 The Service Provider shall provide Staff and Visitor catering (as identified in this specification) and any ad-hoc hospitality (e.g. meetings) as identified in each Prisons Service Level Agreements (SLA). The Service Provider's responsibilities are outlined and involve the efficient management of labour, overheads, food and consumables, training and supervision of Prisoners working in a catering capacity.
- 3.2 The 'core' business for Staff Mess and Visitor Hall is providing meals on the days and between the times identified within the SLA. This may include weekends and some public and bank holidays (the Service Provider shall ensure adequate Staff cover exists at all agreed times). Other areas of food service that may be required on a site by site needs basis are identified within SLAs.
- 3.3 Staff Mess catering facilities and Visit Hall catering facilities shall be available as outlined within each Prisons SLA. The SLAs also outline current service hours, as well as required service hours going forwards for the catering services.
- 3.4 The SLAs also detail the times at which the catering Service Provider's Staff will have access to the catering facilities at each site to begin preparation and allow for opening of the catering service at the outlined time, as well as closing of the catering services and

time allowed for closure and clean up. It will be the responsibility of the Service Provider to determine working hours for Staff.

- 3.5 Refreshments shall be made available between the times identified in the SLAs.
- 3.6 Menus shall be developed according to this specification and in line with any specific requirements identified in the SLA.
- 3.7 Menus shall identify options that are healthier eating options, in line with the Government Initiative guided by 'The Eatwell Guide'.
- 3.8 The Authority may at any time explore and implement innovative changes in catering service provision with the Service Provider and the Service Provider is encouraged to explore and bring forward innovative changes for discussion and possible implementation with the Prison Representative.
- 3.9 Service Providers shall provide options for payment to any customers that include cash, cashless, debit-card and credit-card payment systems, as well as Service Provider voucher schemes where applicable.
- 3.10 For the avoidance of doubt, the Authority shall at its own cost provide the Food Services Facilities and suitable access thereto, heavy equipment, heat, light, power, fuel, water, waste disposal and ventilation for use in the Services. Access is granted to the Service Provider in a non-exclusive manner.

#### 4 Ordering, Delivery, Storage and Stock Management

##### 4.1 Budget:

- 4.1.1 The Service Provider shall be liable to pay the sum of all food orders arising out of the Staff Mess and Visit Hall service. This is due to the subsidised nature of the Staff Mess and Visit Hall catering element.

##### 4.2 Ordering:

- 4.2.1 When ordering, the Service Provider shall purchase all necessary food commodities via their own supply chains.
- 4.2.2 It is essential that the correct food items are picked to ensure that best value for money and quality of service for the Authority is being achieved at all times.
- 4.2.3 The Service Provider shall ensure that all deliveries are scheduled to minimise inconvenience and disruption to the normal activities of the Prison. Deliveries to Prisons should be minimised in order to reduce gate openings and environmental impact.

4.2.4 Please note that this differs from the Prisoner Catering element of this Contract, where Service Providers are required to utilise the MoJ Food Contracts for the ordering of food commodities. This is due to the nature of the Staff Mess and Visit Hall catering services which are to be provided on a subsidised basis.

4.2.5 The Service Provider shall make available immediately upon request by the Prison Representative a current breakdown of this spend.

#### 4.3 Delivery and Storage of Goods:

4.3.1 The Service Provider shall manage goods and deliveries so that;

- Suitable security cleared catering personnel are available to receive deliveries.
- Deliveries are scheduled to minimise inconvenience and disruption to the normal activities of the Prison. A practical regime is to be agreed with the Prison Representative.
- The delivery area is maintained in a clean and tidy condition following receipt of catering-related deliveries.
- The Service Provider shall ensure that catering personnel are available to receive deliveries (as identified within their SLA).

4.3.2 The Service Provider is responsible for ensuring that goods received are of the correct quantity, quality, temperature and price, by checking against appropriate specifications. In addition, the Service Provider is responsible for ensuring that all nominated Service Provider's practices, procedures and standards conform to current, relevant legislation.

4.3.3 Where the Service Provider offers for sale packaged perishable products e.g. sandwiches, all such products shall display labels showing use by dates and be sold on or prior to this date. Use by dates must not be altered or defaced and all such products past their use by date(s) shall be disposed of and not, under any circumstances, be offered for sale. This shall comply with and adhere to legislative labelling requirements under 'Natasha's Law October 2021'.

4.3.4 The Service Provider shall ensure goods are stored correctly in conditions appropriate to their specific food type and packaging until they are required. Care shall be taken by the Service Provider to ensure no cross contamination occurs. They shall also provide a clear separation between Prisoner catering stock and Staff Mess / Visit Hall stock.

## 5 Health, Safety and Hygiene

### 5.1 Service Provider's Responsibilities:

- 5.1.1 The Service Provider shall be directly responsible for its own Staff, sub-contractor, agents and any Prison Staff or Prisoners working to them in relation to health and safety and shall, in conjunction with the Authority, take all reasonable actions to ensure the safe operation of the facilities and report to the Prison Representative immediately any potentially hazardous situations for rectification. The Service Provider shall provide services in a planned and controlled manner so as to ensure compliance with any relevant laws, statutes, statutory instruments, orders and regulations as are applicable and any amendments and modifications thereto which may be in or come into force during the period of the Contract. The Service Provider shall undertake the services with strict regard to safe methods of work in order to protect the health and safety of Staff, Prison Staff, Prisoners, Guests and Visitors and all other persons who might be affected.
- 5.1.2 A copy of the Service Provider's most recent policy and/or general policy with respect to health and safety at work shall be available to the Authority on request. The policy will be maintained to ensure compliance with changing legislation as previously identified and the Service Provider shall notify the Authority where such change will impact on the health and safety policy in current use.

### 5.2 Food Safety:

- 5.2.1 The Service Provider shall operate to the industry standards, their own company standards and to the standards of the Authority in this specification at all times. Food shall be stored, prepared, presented and served at the correct temperature for food safety and eating quality. These temperatures shall meet industry minimum standards and be monitored at appropriate times (to the minimum legal requirement) during the process, and records maintained.
- 5.2.2 Customers shall be made aware of the contents of dishes, particularly where ingredients used might give rise to allergic or intolerance reactions (such as nuts or wheat/gluten) or where there are ethical or religious implications (such as vegan or Halal).
- 5.2.3 The Service Provider shall comply with all current legislation and regulations, along with any subsequent amendments of. The main food laws which apply to these policy areas in the UK are:
  - a) Regulation (EC) No 853/2004 Hygiene of Foodstuffs and the Food Safety Act 1990 provides the framework for food legislation.

- b) The General Food Law Regulation (EC) 178/2002 is EC legislation on general food safety. Please see the FSA Guidance Notes on this regulation;
- c) The General Food Regulations 2004 (as amended) provides for the enforcement of certain provisions of Regulations (EC) 178/2002 (including imposing penalties) and amends the Food Safety Act 1990 to bring it in line with Regulation (EC) 178/2002.
- d) The Food Hygiene (England) Regulations 2006
- e) The European Food Information to Consumers Regulation No 1169/2011
- f) The Food Information Regulations 2014 and subsequent amendments made in 2019

#### 5.2.4 The Service Provider shall:

- a) Use due diligence in the procurement, storage, preparation and usage of all food materials;
- b) Develop and implement appropriate operational policies, procedures and practices to ensure food safety and hygiene standards are maintained at all times. This delivery shall be founded by adopting a management process of Hazard Analysis and Critical Control Points (H.A.C.C.P). The Service Provider shall provide assurance in the form of documentary evidence that this has been done within itself and its Sub-Contractors and this will be available at any time on request;
- c) Ensure any Service Provider, manufacturer, wholesaler, distributor or other party involved in the Service Provider's supply chain for this Contract complies with all appropriate Food Safety and Labelling legislation, and any other subsequent amendments or changes made during the term of the Contract. Details are available in the Food Law Guide on the Food Standards Agency website<sup>2</sup>.
- d) Check Service Providers, drivers and vehicles used in food transportation meet the standards as identified in current food legislation and H.A.C.C.P for safe operation of vehicles and deliveries. The vehicle must allow adequate cleaning and disinfecting and the risk of food contamination must be minimised.
- e) Maintain systems for ensuring food is handled, stored, prepared and cooked appropriately and provide daily evidence of food temperature controls at the key points of delivery including time and temperature at cooking, processing and storage. The Service Provider's records shall be available for inspection at any time by the Authority.
- f) Ensure that all fridges and freezers are checked for correct operation a minimum of twice a day and temperatures recorded. The Service Provider shall maintain records for audit

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<sup>2</sup> <http://www.food.gov.uk/foodindustry/regulation/>



purposes. Any problems with fridge or freezer temperatures shall be reported immediately to the Prison Representative;

- g) Clearly label all foods containing nuts and other potentially harmful ingredients both on the menu and on any service platters, counters or other places where food is served.
- h) Maintain an effective menu planning and food usage control system, to minimise the amount of waste generated; all waste shall be recorded with the weight and reason for its disposal (this include waste generated by failing to use a product by its expiry dates);
- i) Ensure that all Staff and Prisoners working with food receive adequate and relevant training in hygienic working practices and food handling techniques and employ these skills. Training records shall be maintained for all persons working in the catering operation and be provided to the Authority upon request.
- j) Ensure clean protective clothing is worn by all food handlers at all times whilst on duty and hygienic hand washing and drying facilities shall be provided and used by all food handlers.
- k) Maintain and implement an appropriate quality system which shall ensure the safety and integrity of all catering services at all times and which will enable the Service Provider to enter a bona fide defence of due diligence under current (or subsequently amended) food safety regulations and laws.

### 5.3 Environmental Health Protection (EHP) Compliance:

- 5.4 All catering premises are subject to third party inspections by the Local Authority's Environmental Health Officer, directly employed Catering Manager and the Authority's Regional Catering Managers and Health and Safety Representatives without notice at any time.
- 5.5 Upon notice of hygiene or any other serious failing as identified by the Environmental Health Officer, the Service Provider shall immediately notify the Prison Representative of the issue together with reasons and recommendations. The Prison Representative together with the Service Provider shall be responsible for resolving the problem.
  - 5.5.1 The Service Provider shall report all requirements, suggestions and recommendations otherwise made by the Environmental Health Officers or Regional Catering Manager to the Prison Representative within 24 hours, reporting all reasons for the issue, actions proposed or taken and timescales for compliance for agreement.
  - 5.5.2 Where a required improvement or modification concerns operational practices, procedures or cleanliness or other areas which are the direct responsibility of the Service Provider, the necessary measures shall be taken by the Service Provider at its expense. Where the required improvement or modification concerns the fabric or physical condition of the facilities or the Prison's operational / policy procedures the necessary measures related to this shall be the Authority's responsibility.

## 5.6 Accidents and Incidents:

- 5.6.1 The Service Provider shall report as directed by the Prison Representative and maintain records of all accidents, injuries, diseases and dangerous occurrences within the Service Provider's area of responsibility involving its Staff, Prison Staff, Prisoners, Guests and Visitors in accordance with the Reporting of Injuries, Diseases, and Dangerous Occurrence Regulations 1985 or as subsequently amended. Copies of such records and reports shall be provided to the identified department within twelve hours of the incident leading to the report, or as otherwise stated by the Authority. The Service Provider shall comply with standard operating procedures set down by the Authority for medical care and assistance required in emergencies for Staff, Prison Staff, Prisoners, Guests and Visitors.

## 5.7 Religious Certification:

- 5.7.1 The Service Provider shall ensure that all products used in provision of Religious options (e.g. Halal, Kosher) are identified as such on the product packaging.
- 5.7.2 The Service Provider shall ensure that all products used in provision of Religious menu options (e.g. Halal, Kedassia) comply with PSI 44/2010 Catering – Meals for Prisoners and HMPPS chaplaincy policy and rules (Faith and Pastoral Care for Prisoners – PSI 05/2016 in Annex 2) with regards to their provision, storage, handling and, where applicable, are identified as suitable on product packaging. HALAL, KOSHER certification to be provided.

## 6 Personnel

### 6.1 General:

- 6.1.1 The Service Provider shall provide, recruit and train such catering Staff and management as are required to provide to the full satisfaction of the Authority the services agreed in the Contract (taking into account any TUPE of existing personnel that may apply). The Service Provider shall ensure that all Staff are of a suitable calibre and adequately trained with Staff in professional or craft positions holding appropriate qualifications as per this specification. If following training and appraisal procedures, the Authority is of the view that any person is below the level which would be reasonably expected of someone in that position, they shall be replaced by the Service Provider at its own cost (including training).
- 6.1.2 The Service Provider shall not retain on Prison premises any person who, in the reasonable opinion of the Authority, fails to conduct themselves in accordance with the standards of behaviour required by the Authority. The Service Provider will be expected to implement disciplinary procedures to resolve any issues of conduct that are brought to its attention by the Authority without delay.

6.1.3 The Service Provider shall ensure that the local Catering Manager is fully aware of the obligations under this Contract in relation to the operation of the service to be provided and that the manager complies fully with such obligations.

6.1.4 The Service Provider shall co-operate with the Authority to provide and maintain a safe and appropriate working environment for Staff and Prisoners and ensure that there is appropriate cover for Staff during any absence e.g. due to sick leave, annual leave or training courses. The Service Provider shall ensure that any personnel used to cover for catering Staff shall be security cleared and trained to the appropriate level in all aspects of the duties to be carried out.

6.2 Current Personnel:

6.2.1 Current Staff numbers and TUPE information are supplied within the Invitation to Tender (ITT). Bidders must complete and return the required non-disclosure agreement (NDA) to gain access to this information.

6.3 Service Provider's Personnel:

6.3.1 The Service Provider shall engage, employ and pay all labour required to provide the catering services except for Prison Staff or Prisoners made available to carry out catering tasks. The Service Provider shall ensure the continuity in post, as far as lies within their control, of experienced managers, supervisory Staff and a full team of skilled support Staff.

6.3.2 All Staff shall be trained to such a level that allows significant flexibility of labour resources.

6.3.3 Food handlers shall be trained, competent and appropriately supervised and instructed in food and hygiene matters.

6.3.4 The Service Provider should consider when selecting or recruiting any Staff or Sub-Contractor to be used on duties requiring contact with Prisoners, that a degree of maturity and an ability to withstand a degree of psychological pressure is essential to the smooth running of the operation and of the overall regime of the Prison. No person under the age of 18 years shall be allowed to undertake any part of the services on site.

6.3.5 The Service Provider shall take the steps required by the Authority to prevent unauthorised persons being admitted to the premises. If the Authority gives the Service Provider notice that any person is not to be admitted or is to be removed from involvement in the Contract, the Service Provider shall take all reasonable steps to comply with such notice and if required by the Authority the Service Provider shall replace any person removed with another suitably qualified person and ensure that any pass issued to the person removed is surrendered.

6.3.6 It shall be the Service Provider's responsibility to ensure that all prospective Staff are medically fit enough to perform their required duties both prior to appointment and during their time on site. Evidence of medical fitness checks shall be retained by the Service Provider for audit purposes and be made available to the Authority on request.

#### 6.4 Security:

6.4.1 The Service Provider shall comply with all security requirement placed upon them by the Authority including ensuring all prospective Staff complete the required security documents, checking identities and forwarding proposed Staff security forms and evidence for progression. Security checks will normally be to HMPPS Enhanced Check clearance level, which check for spent and unspent convictions. This must be attained prior to the Staff beginning work under this Contract. Prior to expiry of security checks and clearance levels, the Service Provider shall re-apply for the required security checks for their Staff to ensure all Staff undertaking work on this Contract have the required security clearance at all times. Should checks expire and not be re-issued, that Staff member will be unable to continue work on this Contract until clearance is gained. It is the Service Provider's responsibility to notify the Prison Representative should any occurrence impact a Staff member's security clearance and employment checks. The vetting will be carried out through the Prison and the services are to be provided once the Service Provider has performed preliminary checks. Any Prison specific amendments to security standards is identified within Prison's SLAs. This shall not replace the employment checks and other checks the Service Provider shall undertake such as right to work in the UK, DBS, etc.

6.4.2 The Prison shall provide 24-hour security for the catering areas as an integral part of the Premises security and maintenance arrangements.

6.4.3 The Service Provider shall ensure that all security arrangements for each catering facility are understood and adhered to by all catering Staff. All security cleared Staff shall be issued with security ID passes/name badges/keys and/or insignia and shall wear them at all times whilst on duty or within the Prison Premises.

6.4.4 The Service Provider shall be responsible for ensuring that all food and equipment on the Premises is securely stored. The Service Provider shall ensure that all security arrangements for each catering facility are understood and adhered to by all catering Staff. All security cleared Staff shall be issued with security identification passes/name badges and/or insignia and must wear them at all times whilst on duty or within the Prison Premises. All departmental security passes will be issued by the Prison.

6.4.5 The Service Provider shall be responsible for handling and accounting for cash, banking of all monetary instruments received in payment for catering services and shall be liable for any monetary losses whether through fraud, theft or negligence and shortages of cash takings against till register readings. This shall include maintaining records of all cashless, debit-card and credit-card transactions where used. The Service Provider shall make appropriate arrangements for the collection of cash and other monetary

instruments from its operations. If such collections are by any agency rather than the Service Provider's direct employees, these arrangements must be approved by the Prison Representative, who reserves the right of veto over the agency proposed but will not be unreasonably withheld. The Authority will not be liable for any financial difference in the agency selected. The times of collection shall require the approval of the Prison Representative.

- 6.4.6 Where the Prison's security restrictions preclude the use of metal cutlery, the Service Provider shall provide reusable cutlery at all times, this may also include reusable cups and plates in the Visits Hall.
- 6.4.7 The Service Provider shall comply with all security requirement placed upon them by the Prison including ensuring all prospective Staff complete the required security documents, checking identities and forwarding proposed Staff security forms and evidence for progression. Security checks will normally be to a CTC level, but actual security levels required shall be detailed within the Prisons SLAs.
- 6.4.8 Neither the Service Provider nor any employees or agents of theirs shall carry out any business or trading activity within the confines of the Prison and no advertisement, neither sign nor notice of any description shall be exhibited without the express and written prior approval by the Prison Representative.
- 6.4.9 The Prison Representative and other directly employed Staff shall be afforded every facility to carry out their duties at any time. All accommodations made available to the Service Provider shall be open at all times for inspection by the Prison Representative.

## 6.5 Training:

- 6.5.1 The Authority recognises the need for training, both during induction and during the course of employment and expects to derive both benefit and value for money from all training undertaken by Staff engaged in this Contract.
- 6.5.2 The Service Provider shall ensure that its employees are trained at its cost and in compliance with the law as amended from time to time. All employees engaged in food handling shall be trained in food hygiene as per PSI 44/2010 Catering – Meals for Prisoners and any future variation of. Staff may additionally be required to go through the Authority's training programmes, as detailed in each Prison's SLA.
- 6.5.3 In addition to being trained to the standards set out, the Service Provider shall also be responsible for training Staff and Prisoners involved in regular food handling as outlined per the minimum qualification levels. For Prisoners this shall as a minimum include basic food hygiene and the Service Provider will be responsible for providing a suitable qualified training assessor, who will, where requested, work with the Authority's training verifier.

6.5.4 The Service Provider shall guarantee the minimum skill levels for key members of Staff including temporary Staff, as follows:

Job Title: Catering Manager	
Essential Qualifications	Desirable Qualifications
City & Guilds 706/1 & 2 or NVQ level 1 & 2 (or equivalent Accredited Qualification)	Hygiene training skills
Minimum of two years management experience in managing a similar catering facility.	Intermediate Nutritional qualification
RIPH Diploma in Food Hygiene and Safety (or equivalent Accredited Qualification)	
Good Customer Care Skills	

Job Title: Catering Supervisor/ Chef Manager	
Essential Qualifications	Desirable Qualifications
City & Guilds 706/1 & 2 or NVQ level 1 & 2 (or equivalent Accredited Qualification)	Hygiene training skills
Level 3 Food Hygiene Certificate (or equivalent Accredited Qualification)	Intermediate Nutritional qualification
Minimum of two years supervisory experience in managing a similar catering facility.	
Good Customer Care Skills	

Job Title: Caterer / Chef	
Essential Qualifications	
City & Guilds 706/1 & 2 or NVQ level 1 & 2 (or equivalent Accredited Qualification)	
Level 2 Food Hygiene Certificate (or equivalent Accredited Qualification)	

Job Title: Catering Assistant	
Minimum of 2 years' experience in similar catering facility, or suitable training shall be provided at the Service Providers expense.	
Level 2 Food Hygiene Certificate (or equivalent Accredited Qualification)	

6.5.5 All Staff (including temporary or agency Staff) shall also be fully inducted and trained in all areas of work in which they are involved in compliance with Health and Safety at Work Act and the Control of Substances Hazardous to Health (COSHH) Regulations. These areas include but are not limited to use of all machines relevant to their work areas; handling and usage of cleaning materials; personal hygiene and presentation; lifting and handling.

6.5.6 The Service Provider shall make available accredited / certified documentary evidence of any training that their Staff have undertaken to the Authority or Prison Representative on request. An annual training programme shall be prepared on the basis of individual Staff member's assessments of competence and needs, and progress is to be recorded and reported. Specific arrangements are to be made to ensure that new, temporary/casual and agency Staff are appropriately trained and briefed for the tasks to be assigned to them.

6.5.7 The Catering Manager or nominated deputy shall be available at all times during catering service open hours.

6.6 Uniforms:

6.7 The Authority shall provide clean protective catering uniform (excluding shoes which the Service Provider shall supply which shall be low heeled with a non-slip sole).

6.8 If the Service Provider wishes for Staff to have additional and/or branded uniform items, the Service Provider is responsible for providing these. Staff shall be smart and wear a clean uniform and the above appropriate footwear when cooking, cleaning and carrying out other tasks.

6.9 Smoking:

6.9.1 Staff shall not be permitted to smoke whilst on duty, and there shall be no smoking on any of the Authority's property except in designated smoking areas.

6.10 Car Parking:

6.10.1 Prisons shall endeavour to provide car parking spaces for Staff, where possible.

7 Prisoner Assistance and Training

7.1 General:

7.1.1 As part of the MoJ Corporate Strategy and Outcome Delivery Plan, reducing reoffending is a key objective and therefore part of the scope of this Contract includes Prisoner assistance and training. Prisoners are able to assist in the kitchens with food preparation and are offered the opportunity to attain accredited qualifications. Prisoners may be made available to assist in the kitchens with food preparation, as detailed within the SLAs.

7.1.2 The number of Prisoners available to assist in the kitchens may vary day to day as Prisoners transfer to other prisons, attend court days, training and education, therefore no fixed numbers may be guaranteed per day. Minimum and maximum levels of Prisoners available to work in the kitchens are outlined within the SLAs. Work in kitchens is considered a privilege and so attempts will be made to ensure the same Prisoners are available wherever possible. Prisoners are currently used for a full range of catering duties. Consideration shall be given to Prisoners religious, cultural, medical and dietary needs when assigning work in the kitchen.

## 7.2 Service Provider Responsibilities and Security:

- 7.2.1 Service Providers shall always comply with local security arrangements with regards to Prisoner management. This may include checking that they are not carrying any unauthorised items that may pose a risk to security (or constitute contraband).
- 7.2.2 It is the responsibility of the Service Provider to manage and supervise all Prisoners assigned to them by the prison to assist in catering provision.

## 7.3 Prisoner Training:

- 7.3.1 The Authority is dedicated to encouraging Prisoners to reduce reoffending, as part of this most Prisoners employed within food areas will be offered the opportunity and support required to attain accredited qualifications within the catering, hospitality and leisure sector.
- 7.3.2 There are prisons that require the Service Provider to train Prisoners to NVQ level 1 and beyond in food preparation and cooking. If this service is required, this will be identified within that prisons SLA (if known prior to competition) or agreed between the Service Provider and Prison Representative
- 7.3.3 The Service Provider shall ensure that all Prisoners must as a minimum hold Level 2 Food Hygiene certification or pass the accredited Level 2 Food Hygiene Certification or equivalent within eight weeks of commencing work. The certification of this will be paid for by the Authority.
- 7.3.4 The Service Provider shall maintain and make available to the Authority copies of all qualifications obtained by Prisoners as part of Key Performance Indicators (KPIs) and Management Information (MI).

## 8 Cleaning and PEST control

### 8.1 Responsibilities:

- 8.1.1 The Service Provider shall ensure that all food premises and catering equipment are kept clean, pest free and kept in good repair and condition such that they meet any statutory and PSI 44/2010 requirements applicable. It shall be the Service Provider's responsibility to report concerns or problems relating to the fabric of the building to the Prison Representative for action, by the end of the working day that the problem was identified.
- 8.1.2 The Service Provider shall be responsible for maintaining areas as identified within this specification in a clean and tidy state, to standards that are to the satisfaction of the Authority. These standards shall be attained by the end of each day in all areas.



8.1.3 Areas the Service Provider shall normally be responsible for cleaning include the following:

- Kitchen surfaces and equipment (includes but is not limited to walls, ceiling, floors, work surfaces, windows, fixtures and fittings and all cutlery, crockery and all heavy and light catering equipment);
- Servery surfaces and equipment (including floor and all surfaces with a reasonable distance of the servery area and servery equipment);
- Dining tables;
- Catering stores;
- Dedicated lifts or hoists; and
- Any other dedicated catering areas or areas reasonably within the control of the Service Provider.

8.1.4 The Authority will normally be responsible for:

- Cleaning of dining areas (excluding servery equipment and surfaces identified previously;
- Staff toilets and changing areas;
- Offices;
- Shared lifts or hoists.
- All deep cleaning (equipment and structural);

8.1.5 Any exceptions to this shall be identified within Prison's SLAs.

8.1.6 Deep cleaning shall be carried out every six months, if the Authority determines that deep cleaning is required more frequently than this due to inadequate cleaning by the Service Provider the costs of additional deep cleaning services shall be borne by the Service Provider. All deep cleans shall be supervised on the Premises by the Service Provider and the Prison Representative and shall be inspected and approved by both before the catering areas are brought back into use.

8.1.7 Duct cleaning will remain the responsibility of the Prison however the cleaning of fly screens, extractor fans and all hoods and filters shall be the responsibility of the Service Provider.

- 8.1.8 It shall be the Service Provider's responsibility to manage the clearing of tables and ensure that all dirty plates/trays are cleared away and placed in trolleys or in a designated area. All cutlery, crockery, serving equipment, trays and tableware shall be washed thoroughly and stored appropriately. When presented to customers at each meal they shall be dry and free of smears and stains.
- 8.1.9 Where supplying ad-hoc requirements, such as hospitality, the Service Provider shall ensure that, prior to use, surfaces used for hospitality are clear and clean and that after use these surfaces are left free from marks and spillage. If it is not possible to clean surfaces because a meeting is in progress, the Service Provider shall return at the earliest reasonable opportunity to clear any crockery, cutlery, spillages and food residues on the same day. The Service Provider shall be responsible for providing, where appropriate, a trolley where equipment can be cleared on to in order that surfaces can be cleaned by catering Staff.
- 8.1.10 The Service Provider shall complete an inspection of all serveries weekly, identifying and reporting any concerns (if outside of their responsibility). A record of inspections, concerns, actions (recommended and made), dates and persons responsible for actions shall be maintained and provided to the Authority upon request.

## 8.2 Regular Cleaning:

- 8.2.1 The Staff who are designated as cleaning supervisors for food related areas must be competent in the cleaning methods and agents applicable for the task. The Service Provider shall ensure that arrangements for cleaning all food areas shall be published, prominently displayed in sight of Staff, and complied with.
- 8.2.2 Cleaning materials shall be stored and used with due regard to the Control of Substances Hazardous to Health (COSHH) Regulations. The Service Provider shall purchase these in the safest and most environmentally friendly form. Due regard shall be paid to the environmental impact for disposal of used chemicals. All chemicals used shall be stored, issued and used correctly and safely taking into account the environment within which the Service Provider shall be working. E.g. dishwasher tablets.

## 8.3 Pest Control:

- 8.3.1 The Authority shall determine the pest and vermin control arrangements which shall be managed by the Service Provider in relation to food areas and the Authority for the rest of the estate and any costs allocated proportionally.
- 8.3.2 The Service Provider shall take all necessary precautions to prevent infestation by vermin and/or pests through the maintenance of and adherence to the highest standards of hygiene and housekeeping in accordance with the Food Standards Agency's codes of conduct and guidance. The Authority shall organise and provide

pest control arrangements, however if vermin or pests should be detected by the Service Provider, they shall notify the Prison Representative.

## 9 Management, Control and Processing of Waste

- 9.1 The Service Provider and Authority shall be required to cooperate to ensure compliance with the Authority's internal policies with regards to sustainability, including but not limited to waste, energy and water management. The Service Provider shall be mindful that waste in all its forms must be minimised and therefore good housekeeping and behavioural practices regarding energy and water management are also to be employed.
- 9.2 The Service Provider shall actively analyse its operations to identify opportunities to reduce waste and act upon these. Prevention, reuse and recycling are to be given priority when considering options for waste and are to be embedded in waste management plans and interventions. Where environmentally preferable alternatives are available, the use of products and substances containing hazardous properties is to cease.
- 9.3 The management of all waste materials will conform to current legislation including the Environment Protection Act 1990, Section 34-The Duty of Care, and subsequent relevant regulation. The Service Provider shall also apply the waste hierarchy in deciding waste management options and, in cooperation with the Authority, seek to meet best industry practices that result in the least harm to human health and the environment.
- 9.4 Food, liquids (such as oils) and waste materials shall be collected by the Service Provider from all food preparation areas after each food service and removed to the designated areas. To promote recycling, foods, liquids and dry waste materials such as packaging, are not to be co-mingled. The Service Provider shall place waste materials into appropriate containers for re-cycling and composting. Residue materials shall be stored safely and securely in appropriate containers for disposal. The Service Provider shall ensure waste collection points and containers related to their operations are maintained and kept clean and tidy. Any spillages or littering are to be dealt with appropriately and in a timely fashion.
- 9.5 The Service Provider shall be directly responsible for minimising all food and material waste (whether through poor stock management, ineffective portion control or the preparation and cooking of too much food). Food waste shall be recorded (weighed), costed and analysed by the Service Provider.
- 9.6 All food wastes are to be directed to recycling (composting) or recovery (anaerobic digestion) operations. The disposal of food wastes to landfill or to the sewer network via

food waste disposal units is to be avoided and are only to be used in exceptional circumstances.

- 9.7 Waste fats, oils and grease are not to be disposed into the drainage or sewer network and must be stored safely, securely and in appropriate containers for collection and transportation for recycling. Where possible, the storage area will include a bunded pallet or similar to prevent pollution from spills and leaks and be sheltered from the elements, in particular, rain. Any failure to comply with this provision shall result in the Service Provider being charged for any costs, charges or expenses involved in the opening, cleaning or repairing of drains and/or the remediation of ground and surfaces subject to contamination.
- 9.8 Waste oils will be directed to any on-site recycling initiatives or to the Authority's national waste oil collection system for prisons. The Service Provider will be responsible for recording the quantity (litres) of the waste oil and providing this data to the prison for reporting purposes.
- 9.9 All wastes generated by the Service Provider's operations will be the Service Provider's responsibility up to and including the time of collection from the waste collection point. It shall be the responsibility of the Authority to remove all waste correctly contained within designated waste areas. Waste not correctly contained will not be collected and will remain the responsibility of the Service Provider who shall remedy the situation, including any clean-up.
- 9.10 The Service Provider shall co-operate with the Authority in actively encouraging and ensuring Prisoners and Staff comply with legislative and policy requirements and prepare waste materials appropriately to promote recycling (such as material segregation, rinsing of tins etc) and placing waste materials into the designated containers.
- 9.11 The Service Provider shall wherever possible provide the means to encourage customers and Staff to place their waste in segregated recycling bins within the Premises and actively encourage programmes that advocate a reduction in the amount of waste generated.

## 10 Premises and Equipment

### 10.1 General:

- 10.1.1 The Service Provider shall be expected to coordinate their activities on the Premises with other Service Providers authorised by the Authority from time to time to undertake work within the Premises.
- 10.1.2 Where goods or services are supplied by the Authority it shall be the responsibility of the Service Provider to use all goods and services in a responsible, efficient and

economic manner. The Prison Representative shall make such checks as considered necessary to ensure that this is occurring.

10.1.3 The Authority shall provide furnished office space for use by the Service Provider in pursuance of the operation of the Contract. All equipment and services supplied shall only be used for work connected to fulfilment of the Service Provider's responsibilities under this Contract and the Authority shall not expect to replace any fixtures, fittings or heavy equipment between scheduled refurbishments. The Authority reserves the right to charge for the cost of inappropriate use (including associated costs).

#### 10.2 Consumables:

10.2.1 The Service Provider shall be responsible for the supply of the following; it shall be the responsibility of the Service Provider to ensure adequate stocks are available and to use these in an appropriate and economic manner:

- Catering Consumables (not cleaning)
- Food and Drink
- Branded Staff uniforms
- Soap, tea towels and paper towels

The authority is responsible for the following:

- Laundry arrangements for the Prisoners' catering uniforms
- Office stationery
- First aid supplies
- Cleaning materials for daily needs

#### 10.3 Main Services:

10.3.1 The Service Provider is required to make economic use of energy and water and institute and maintain procedures to monitor / control and minimise the use of these.

#### 10.4 Maintenance:

10.4.1 The Authority shall bear the cost of ensuring that the premises and heavy equipment are maintained such as to comply with the appropriate legislation and manufacturer's

recommendations to enable the Service Provider to carry out its duties and responsibilities.

- 10.4.2 The Authority shall ensure that maintenance requirements for catering are carried out to a regular pre-planned schedule. The Service Provider shall ensure proper care of the equipment occurs between maintenance times. Any upcoming or emergency maintenance needs shall be reported to the Prison Representative in a timely manner, who will then decide appropriate actions.
- 10.4.3 The Authority reserves the right to recover the costs of any callouts or repair costs caused by negligent or inappropriate use of the equipment by the Service Provider and those the Service Provider is reasonably responsible for.
- 10.4.4 If the Service Provider believes any of the Premises or heavy equipment is becoming unfit for purpose the Service Provider shall immediately inform the Prison Representative who shall investigate the claim and, if substantiated, shall remedy the matter, or in case of maintenance readily make available to the Service Provider such co-operation and assistance as may be necessary to resolve the issue. In the event any food is damaged and can no longer be used for the Services due to the failure of the equipment, the Authority shall reimburse the Service Provider for the food that can no longer be used for the Services that was stored within the failed equipment. The Supplier shall use best endeavours to mitigate any losses by
- a) re-using food where possible and where within Health & Safety guidance, and
  - b) ensuring that food can be stored elsewhere where the Supplier is aware that heavy equipment may become unfit for use.
- 10.4.5 For the avoidance of doubt, the costs to be covered shall be only food costs and no other costs such as administrative costs. For the avoidance of doubt, the Authority shall not be responsible for any spoiled food costs where
- c) the failure of the equipment is due to the negligent or inappropriate use of the equipment by the Service Provider and those the Service Provider is reasonably responsible for, and.
  - d) The Supplier has failed to report to the Authority any concerns about the equipment as per 10.4.4 of this Clause 10.4 Maintenance.

#### 10.5 Light Equipment:

- 10.5.1 An inventory of current light equipment shall be provided by the Authority during implementation, it shall be the responsibility of the Service Provider to maintain the inventory of equipment and provide an updated list to the Prison Representative upon request, but as a minimum annually.
- 10.5.2 The Service Provider shall comply with all local security arrangements with regards to light equipment and ensure stock levels are maintained.

10.5.3 At regular intervals (no less than monthly) the Service Provider shall notify the Authority with regards to any light equipment requirements to maintain useful stock levels. Replacements or additions shall be agreed with the Prison Representative in advance and ordered via the Authority's national contracts on iProcurement. The Authority reserves the right to charge the Service Provider should light equipment require replacing through loss, inappropriate use or negligence.

10.6 Heavy Equipment:

10.6.1 An inventory of current heavy equipment shall be provided by the Authority within Prison SLAs, it will be the responsibility of the Service Provider to maintain the inventory of equipment and provide an updated list to the Prison Representatives on a quarterly basis.

10.6.2 Decisions on whether equipment is to be replaced or repaired to full working order shall be entirely at the discretion of the Prison Representative. Any replacements required through inappropriate use of or negligence by the Service Provider or those it is responsible for may be charged to the Service Provider (normal wear and tear taken into consideration).

10.7 General Equipment:

10.7.1 The Service Provider shall purchase and maintain any equipment required for use in the provision of the catering service, if not already available. The Service Provider shall be responsible for the maintenance and replacement of any equipment bought for use in the completion of its service.

10.8 Vending:

10.8.1 Vending machine requirements are outlined within site SLAs.

10.8.2 The Service Provider shall provide all equipment, maintenance, replenishment, servicing, cleaning and cash management of these machines and retain all profits. All income / outgoings from these machines will be included in the open book accounting within Staff Mess / Visit Hall turnover / cost of operation, with low turnover machines being identified.

10.8.3 Vending machines should be inclusive of payment options, including cash, cashless, debit-card and credit-card.

10.8.4 The Service Provider shall ensure that maintenance of vending equipment is in accordance with the manufacturer's recommendations and in accordance with all applicable health, safety and hygiene regulations. Stock replenishment services will be required depending on the usage of individual machines, this service may be required after each peak daily period, daily or weekly.

## 11 Environmental

- 11.1 The Service Provider shall address problems with regards to the environment wherever possible for the implementation of environmentally friendly policies.
- 11.2 The Service Provider shall carry out catering services in such a way as to ensure that power and water consumption is as efficient as possible commensurate with safe and practical working conditions. The Service Provider shall implement a system acceptable to the Authority to ensure that this requirement is fulfilled, (as a minimum all relevant equipment shall be turned off at the end of use) and that all articles, materials and equipment used in the performance of the services are handled, stored and disposed of safely and correctly. In addition, the Service Provider shall comply with all reasonable requests made by the Authority related to energy and conservation with regards to electricity, gas, water and any other identified environmental factors. Use for electricity, gas and water shall be minimised where possible in the kitchen environment and use of energy and water saving devices encouraged. Monitoring of consumption shall be reported to the Authority where metered arrangements exist.
- 11.3 Wherever possible the Service Provider shall ensure the recycling of glass, plastics, paper, card and cans and any other recyclable waste shall be carried out. The Service Provider shall also submit quarterly any other recommendations with regards to environmental conservation, efficiency or sustainability within the kitchen environment, as may occur, to the Prison Representative.
- 11.4 The Service Provider shall reduce their environmental impact by, as a minimum:
- f) Reducing food waste, wherever possible
  - g) Reducing the use of packaging, particularly Single Use Plastics and recycling packaging wherever possible
  - h) Minimising the frequency / number of deliveries to catering facilities
  - i) Reducing the use of disposable cutlery / plates / cups, as well as single use condiments packaging, where this does not compromise food safety
  - j) Minimise power and water usage
- 11.5 The Service Provider should also avoid use of disposable cutlery and plates / cups where applicable and use reusable items where appropriate. Where the use of disposable



cutlery and plates / cups is unavoidable, the Service Provider should ensure that these items are not Single Use Plastics but are either compostable or recyclable.

- 11.6 The Service Provider will be evaluated on their plans to reduce their environmental impact as part of their Social Value, as defined by PPN 06/20, contribution during the tender stage. The Authority will look favourably upon innovative methods to reduce the environmental impact of this catering operation.

## 12 Marketing and Customer Surveys

### 12.1 Marketing:

- 12.1.1 Apart from the legal obligations in terms of displaying the menu and tariff, the Service Provider shall clearly indicate at the point of sale what the food offer is and the appropriate tariff. This shall be pre-printed or handwritten to a professional high standard and always well presented. The Authority recognises that effective marketing is essential to the long-term success of the catering services and for the development of new services. The Service Provider shall actively promote the services through means such as the display of menus, the advertising of special promotions and other proactive marketing methods. The Service Provider shall work closely with the Prison Representative at all times in ensuring that its promotional activities do not breach any of the Authority's guidelines.
- 12.1.2 New initiatives will be communicated to the Prison Representative regularly as and when they are conceived and before they are implemented.
- 12.1.3 The Service Provider must be innovative in marketing and extending offers to a range of different customers.
- 12.1.4 All proposed signage external to the restaurant and the use of logos must be approved in advance by the Prison Representative and must comply with any relevant guidelines of the Authority.

### 12.2 Customer Surveys and Feedback:

- 12.2.1 It will be the responsibility of the Service Provider to carry out customer surveys on a bi-annual basis in order to monitor and report on customer satisfaction. Surveys are not restricted to questionnaires and the Service Provider must use various mediums and innovative methods to gauge customer satisfaction e.g. feedback cards on tables and at till points.
- 12.2.2 Following the above customer surveys, all feedback will be evaluated by the Service Provider with the view to implement changes and improvements. This feedback is to be shared and discussed with the Prison Representative during their quarterly meeting.

12.2.3 The Service Provider shall ensure that all compliments/comments/complaints received as part of the customer surveys or via general feedback are brought to the attention of the Authority and that all comments and complaint are answered individually, with a record made of any remedial actions to be taken, to be copied to the Prison.

### 12.3 Retail:

12.3.1 The Service Provider shall have the option with approval of the Prison Representative to supply a small range of non-food retail products should local requirements determine it necessary e.g. pens, tights, birthday cards.

## 13 Food Quality and Quality Management

13.1 The Service Provider shall have and maintain or work towards certification through an accredited body to the ISO 9001 standard or equivalent for quality management systems relevant to the Services provided to the Authority under this Contract.

13.2 The Service Provider will be required to adhere to the mandatory standards and will be encouraged to follow the best practise set out in the Government Buying Standard for food and catering services (Annex 3). This includes standards around the nutrition and resource efficiency surrounding this operation.

13.3 The Service Provider will also be encouraged to gain accreditation to the 'Healthier Food Mark' or equivalent standard.

## 14 Value for Money

### 14.1 Tariffs:

14.1.1 Tariffs are to be competitive with offerings in the marketplace, particularly in the local vicinity. The Service Provider shall be responsible for benchmarking tariffs against local catering outlets providing comparable goods and services. It shall be the Service Provider's responsibility to provide this information to the Prison Representative in order to justify the levels at which local tariffs are set. Benchmarking of tariffs shall be carried out on a quarterly basis as a minimum. In locations where it is warranted the Authority may direct that this is carried out more frequently.

14.1.2 Tariffs for retail items, will be set by the Service Provider. The Service Provider shall advise the Authority promptly where any increases to tariffs are required to ensure that this is communicated appropriately, where required, and to ensure that the Prison Representatives are aware of any such changes. No tariffs shall be amended without prior communication to the Prison Representatives in writing. For the avoidance of doubt, retail items are such food items which the Service Provider buys in from external suppliers and does not prepare itself. 14.1.3 Tariffs for meals and products prepared by the Service Provider will be set by the Service Provider and approved by the Prison Representative. Where the Service Provider

wishes to increase tariffs on the Premises, full justification will need to be evidenced and approved by the Prison Representative before approval is given. Both Parties shall act reasonably in reviewing any requests for adjustments.

#### 14.2 Cost Management:

14.2.1 It shall be the responsibility of the Service Provider to manage their costs and those with in their supply chain in order to provide value for money. The Prison Representative and the Authority shall have the right to request evidence of supply chain costs in order to assess the efficiency of the purchasing functions of the Service Provider.

14.2.2 The Service Provider must operate an open book accounting system which can be audited by the Prison Representative and Authority as and when required.

#### 14.3 Value for Money Review:

14.3.1 The Service Provider shall be requested to produce a business case where any capital investment by themselves or the Prison is requested or for any change to the service levels delivered. This shall be signed off by the Prison Representative and Budget Holder or Commercial Contract Manager within the MoJ.

#### 14.4 Management Information:

14.4.1 The Service Provider will be responsible for providing Management Information as outlined within the KPI section within the Prison's SLAs.

### 15 Contingency Arrangements

15.1 The Service Provider shall plan and carry out any contingency arrangements requested by the Governor (as discussed and agreed with the Prison Representative). This may for example include a lock down, a COVID or flu pandemic, closure of a kitchen et al.

15.2 In the event of any emergency conditions, or government advice changing regarding COVID-19, which in the opinion of the Prison Representative is of such gravity as to require additional hours of Service (i.e. meals to be served either earlier or later) or the closure of part or parts of the buildings, which may restrict or close access to the Prison's Premises, the Prison Representative may call upon the Service Provider to work additional hours or reduced hours at such place and during such hours of the day and night as required during the emergency period. The Service Provider shall comply with such directions and the costs associated with complying with this requirement shall be

agreed between the Prison Representative and the Service Provider in compliance with any overtime levels agreed.

## 16 Management

- 16.1 During the implementation period, the Service Provider shall identify its management chain both for its Staff working within the prison and for non-prison-based Staff supporting this Contract. This management chain will include a clearly defined escalation process.
- 16.2 Management or performance concerns should be resolved locally via the Prison Representative wherever possible either directly via Service Provider's Staff or if escalated internally via the Service Provider's Contract Manager. If the issue cannot be resolved locally and relates to a potential major policy failing or constitutes a contractual issue it should be escalated to the MoJ's Contract Manager.
- 16.3 The Prison Representative will meet with the Catering Manager to monitor performance, innovations and recommendations on a quarterly basis, the Service Provider's Contract Manager should attend these meetings on request or as a minimum once per year. As a minimum this meeting will cover; Key Performance Indicators, Management Information, innovation, surveys, and menus. Following these meetings, the Key Performance Indicators and Management Information shall be sent by the Service Provider to the MoJ's Contract Manager.
- 16.4 An Operational and Commercial meeting may be held with the Service Provider's Contract Manager as a minimum once per year, this will be attended by the MoJ's Contract Manager.
- 16.5 Management Information shall be based around Key Performance Indicators (KPIs) and shall be submitted to the Prison Representative and the MoJ's Contract Manager every quarter. Information on these shall be provided 2 weeks prior to the quarterly meeting. The Service Provider shall ensure that each prisons KPI's has been approved by the Prison Representative before it is submitted to the MoJ's Contract Manager.
- 16.6 Ad-hoc review meetings may take place as and when required, upon request of either party.

## 17 Innovation and Sustainability

- 17.1 The Service Provider shall have a duty to encourage innovation throughout this Contract, with the Service Provider expected to present new ideas to the Prison Representative during their quarterly performance meetings if not before. The Service Provider shall be expected to review these services on a regular basis to confirm that they are still adding

value. Some examples of innovation that the Authority could consider value adding are identified below.

#### 17.2 Rehabilitation of Prisoners:

- 17.2.1 Rehabilitation and reducing reoffending are key aims of the Authority and the Authority is keen to explore innovative opportunities that support this agenda and assist Prisoner in obtaining employment upon release. Prisoner training will be considered part of the Service Provider's Social Value contribution and will be evaluated during the tender.

#### 17.1 Sustainability:

- 17.1.1 Sustainability and reaching Net Carbon Zero is a key aim of the Authority and the Authority is keen to explore innovative opportunities to deliver additional environmental benefits through the performance of this Contract. Sustainability will be considered part of the Service Provider's Social Value contribution and will be evaluated during the tender.

#### 17.2 Menus:

- 17.2.1 Innovative service and menu concepts aimed at increasing customer satisfaction and usage of the catering facilities e.g. 'Build your own salad'; special seasonal offerings; sourcing food items from charitable organisations, including those within the MoJ such as "Bad Boys Bakery" and "The Clink" etc. This could also include loyalty cards and promotions to encourage repeat visits, for example, every tenth coffee free.

#### 17.3 Prisoner Engagement and Wellbeing:

- 17.3.1 The authority is keen to increase Prisoner engagement and wellbeing and innovative methods to do this will be looked upon favourably. Examples could include a Prisoner voucher scheme so Prisoners can use their savings to purchase meals for their families.

### 18 Implementation

- 18.1 An implementation period has been allowed for to ensure continuity of service. This period will allow appropriate time for any new Service Providers to undertake tasks required prior to the start of this Contract.
- 18.2 Any Service Provider awarded this contract shall utilise this period in preparation for the start of the contract, to ensure no disruption to the current service upon handover.
- 18.3 The Service Provider shall work cooperatively and in partnership with the Prison Representative at each site, the MoJ's Contract Manager, incumbent Service Providers

and other Prison Staff to enable full completion of activities during the implementation period and ensure a smooth handover of the catering services.

- 18.4 The Service Provider shall submit an implementation plan for agreement by the Prison Representative, outlining timescales to implement all services stated within the specification and tender pack, prior to the start date of the contract. Tasks involved in the implementation plan include, but are not limited to:
- g) Attain relevant data from the Prison Representative, MoJ's Contract Manager or incumbent Service Providers to enable contract implementation
  - h) Complete all Staff security vetting and checks, providing necessary evidence to the Prison Representative to ensure smooth access and entry to the Prison
  - i) Conduct all Staff induction and training, providing necessary evidence to the Prison Representative
  - j) Work with the incumbent Service Provider(s) and carry out TUPE provisions for current Staff who are eligible
  - k) Undertake an inventory of current light and heavy catering equipment and provide new asset lists to the Prison Representative and MoJ's Contract Manager
  - l) Agree an initial menu with the Prison Representative for the first 4-week period of the contract
- 18.5 Following receipt of the draft implementation plan, the Prison Representative and MoJ's Contract Manager shall use reasonable endeavours to agree the contents of the implementation plan or confirm required changes within 10 working days.
- 18.6 Any changes to content or timescales of the implementation plan shall be agreed by the Prison Representative and MoJ's Contract Manager prior to the Service Provider implementing any changes.
- 18.7 The Service Provider shall monitor their performance against the implementation plan and timescales and report to the Prison Representative and MoJ's Contract Manager on such performance every 2 weeks, unless otherwise agreed by the Authority.
- 18.8 The Service Provider shall attend an initial implementation meeting with the Prison Representative within the first 2-weeks of the implementation period, as well as additional

progress meetings over the duration of the implementation period as deemed necessary by the Prison Representative.

- 18.9 During the implementation period, the incumbent Service Providers shall retain full responsibility for all existing services, until the start date of the new contract, or otherwise formally agreed with the Authority.

## **PART 2b – PSI 44 2010 and Catering Operating Manuals**

See Part 1b – PSI 44 2010 and Catering Operating Manuals

## **PART 2c – PSI 05 2016**

[https://www.gov.uk/government/publications/faith-and-pastoral-care-for-prisoners-psi-052016#:~:text=This%20prison%20service%20instruction%20\(PSI,religious%20classes%20and%20cultural%20activities](https://www.gov.uk/government/publications/faith-and-pastoral-care-for-prisoners-psi-052016#:~:text=This%20prison%20service%20instruction%20(PSI,religious%20classes%20and%20cultural%20activities)

## **PART 2d – Government Buying Standards for food and catering services**

<https://www.gov.uk/government/publications/sustainable-procurement-the-gbs-for-food-and-catering-services>

## **PART 2e – MoJ Outcome Delivery Plan**

<https://www.gov.uk/government/publications/ministry-of-justice-outcome-delivery-plan/ministry-of-justice-outcome-delivery-plan-2021-22>

## PART 2f – Staff Mess and Visits SLA – HMP Birmingham

### 1. Introduction

This Service Level Agreement (SLA) covers the contact details, specific requirements for each Prison site, performance measures and management arrangements. This will form part of the final contract document with the Service Provider.

### 2. Contact Details

The main parties to this agreement are as follows:

Prison Site Contact Details			
Site name and address:	HMP Birmingham, Winson Green Road, Birmingham, B18 4AS		
Prison Type:	Category B		
Prison Representative / Local contract manager:	██████████	Job Title:	Interim Head of Business Assurance
Telephone Number:	██████████	Email Address:	██████████
Prison Representative Assistant:	██████████	Job Title:	Business Hub Manager
Telephone Number:	██████████	Email Address:	██████████

MoJ Commercial Contract Management Details			
Central Commercial Contract Manager	██████████	Job Title:	Commercial Manager
Telephone Number:	██████████	Email Address:	██████████

Service Provider Details			
Service Provider name and address	Aramark Limited		
Local Catering Manager:	██████████	Job Title:	Catering Manager
Telephone Number:	██████████	Email Address:	██████████
Service Provider Contract Management Representative:	██████████ / ██████████	Job Title:	Operations Support Manager / Director of Operations
Telephone number:	██████████ / ██████████	Email Address:	██████████ / ██████████



### 3. Service Requirements

The Service Provider will provide Catering Services which are to be accessible by:

	Service Required?
Staff via Prison Staff Mess	Yes
General Public via Prison Visits Hall	Yes

<b>Current and required Catering Services</b>			<b>Staff Mess Current Service</b>	<b>Staff Mess Required Service</b>	<b>Visit Hall Current Service</b>	<b>Visit Hall Required Service</b>
<b>Ref</b>	<b>Outline Description</b>	<b>Guidance Notes</b>				
Option 1	Counter Service providing Hot and Cold Catering Provision that is prepared <b>On Site</b>	Counter service that does not include a full café provision	Y	Y	Y	Y
Option 2	Vending Service	Vending Machines	N	Y	N	N
Option 3	Express/Coffee Shop Style	Fast turnaround hot and/or cold drinks and snack items throughout the day, rather than offering formal breakfast and lunchtime meals	N	N	N	N
Option 4	Non-Standard / Ad Hoc Food Provision	Catering for ad-hoc functions such as business meetings, Staff training courses or special events, both inside and outside of normal working hours.	Y	Y	Y	Y

The details of which are underpinned by the corresponding Staff Mess and Visit Hall Specification, including annexes, referred to throughout this document as the 'Specification'.

<b>General Description of Service Expectation</b>
<p><b>Option 1: Counter Service providing Hot and Cold Catering Provision that is prepared On Site</b> requires the service to provide a varied menu that is competitively priced to encourage more Staff and Visitors to use this service. There is currently a café situated outside the front gate of the main Prison that attains much of its business from the establishment, and therefore Service Providers are encouraged to use innovative methods to attract this business. The menu should include both hot and cold meal options, along with healthy and seasonal meal options i.e. soups/stews/salads based on the season. The kitchen area for the Staff and Visitors catering requirements currently sits within the main visit hall and will be utilised by the Service Provider as part of this Contract to prepare food.</p>

The Service Provider shall work in conjunction with Prisoners, who will assist in the preparation and making of food as part of the formal training scheme. The Service Provider will work to specific dates and times; however, flexibility may be required if days of visits change. The Service Provider will be given notice and consulted should a change to visit times and days be made.

Full engagement will be required by the Service Provider for them to utilise the CMS system for food orders from residents.

There are also requirements for the counter service to provide bespoke menu options for children, such as a meal box, as part of children and family engagement with Prisoners, for events such as family days.

The Prison is looking for a Service Provider who will take part in the resident and Staff events throughout the year, ensuring full engagement between the Prison and the Service Provider. Prisoner / Prison communication is paramount and full engagement is required i.e. Prison council, SLT, security meetings.

Staff will need to be professional and be security vetted and cleared to ensure they can work in the Prison setting.

Innovation and continuous improvement in the delivery of the service is encouraged by the Prison, along with innovation in Prison events such as family days, as well as Social Value and sustainability objectives.

Future requirements: HMP Birmingham is undergoing a renovation of an additional break out and wellbeing area, currently known as Workshop 8 (WS8). In the future, the Prison wish to separate the Staff and Visitors catering that is currently in the same area and move Staff catering element to WS8. Requirements for this would be for “on the go” snacks, meals and hot drinks. Prisoner training and assistance will also be required in this area in the future. Further information surrounding this requirement can be found in Section 8.

**Option 2: Vending** is required 24 hours, seven days a week to include cold drinks and snacks which are to be available to Staff and Visitors when the Staff mess and Visit Hall counter is closed.

**Option 4: Non-Standard / Ad Hoc Food Provision** requires the Service Provider to react to ad-hoc functions that will be held on site, such as meetings, training courses and special events. There may be inside or outside of normal working hours and require the Service Provider to react to unique requirements from time to time.

#### 4. Site Details of Staff Mess Facilities

### Staff Mess

Average number of Prison Staff on site per day	350 approx.			
Average daily number of Prison Staff using the existing Staff Mess facility	40 approx.			
Main Prison Staff Shift Patten		Shift 1	Shift 2	Shift 3
	Mon - Thurs	07:15-12:30	07:15-18:30	07:15-21:00
	Fri	07:15-12:30	07:15-18:30	07:15-21:00
	Sat	07:45-17:30	07:45-13:45	07:45-21:00
	Sun	07:45-17:30	07:45-13:45	07:45-21:00
	Bank Holidays	07:45-17:30	07:45-13:45	07:45-21:00
	Please bear in mind that non-unified Staff flexi agreement is: 07:00-19:00 Lunch is between – 11:30-14:00.			
Days and Times that Staff Mess facility is available to Service Provider to start and complete work  <i>To note, this is not catering service provision opening and closing times. These are outlined further on in this document.</i>		Staff Mess		
	Monday	06:30 – 20:30		
	Tuesday	06:30 – 20:30		
	Wednesday	06:30 – 20:30		
	Thursday	06:30 – 20:30		
	Friday	06:30 – 20:30		
	Saturday	06:30 – 20:30		
	Sunday	06:30 – 20:30		
	Bank Holidays	06:30 – 20:30		
	The Service Providers Staff must have exited the Prison by 21:00			
Location of the Staff Mess facility	Currently, the Staff Mess catering facility is internal within the main Visit Hall and utilises the same kitchen and servery as the visit hall catering.			

Number of Prisoners available to work in Staff Mess per day (minimum and maximum)		No. of Prisoners Minimum	No. of Prisoners Maximum	No. of Prisoners Currently Working in Mess	
	Monday	3	5	Yes - 3	
	Tuesday	3	5	Yes - 3	
	Wednesday	3	5	Yes - 3	
	Thursday	3	5	Yes - 3	
	Friday	3	5	Yes - 3	
	Saturday	3	5	Yes - 3	
	Sunday	3	5	Yes - 3	
	Bank Holidays	3	5	Yes - 3	
Security Levels Required for Staff	Enhanced Level 1				
Local Security Requirements for any new catering Staff	As per this SLA and the Specification for relevant induction and training.				
Local training required for Service Providers Staff before they are able to start work in kitchen					
	Training Type	Catering Manager	Catering Supervisor / Chef Manager	Caterer / Chef	Catering Assistant
	Induction	Y	Y	Y	Y
	Key/Radio	Y	Y	Y	Y
	SEARCHING	Y	Y	Y	Y
Other details regarding the number of Staff and size of site	HMP Birmingham is a Category B Prison located in the inner-city with a range of stakeholders on site that could utilise the facilities available. Current refurbishment works at HMP Birmingham mean high levels of external Contractors are on-site. These works are ongoing for the next 2 years and therefore the Service Provider are encouraged to use innovative methods to encourage these to utilise the on-site catering options. The Prison estimates that over the duration of these refurbishment works, there will be an additional 200 contractors on-site compared to normal levels.				
	Current staff visits seating capacity is reduced to 25 from 40 due to COVID-19 (37% reduction).				

## 5. Site Details of Visit Hall Facilities

Visits Hall																			
Average number of Visitors to Prisoners on site per visit day	400 (pre COVID-19) 240 (current levels due to the reduction of sessions and reduction in size of area due to COVID-19)																		
Average daily number of Visitors to Prisoners using the existing visits hall catering facility	400 (pre COVID-19) 240 (current levels due to the reduction of sessions and reduction in size of area due to COVID-19)																		
Days and times that Visit Hall facility is available to Service Provider to start and complete work  <i>To note, this is not catering service provision opening and closing times. These are outlined further on in this document.</i>	<table border="1"> <thead> <tr> <th colspan="2">Visits Facility</th></tr> </thead> <tbody> <tr> <td>Mon</td><td>06:30 – 20:30</td></tr> <tr> <td>Tues</td><td>06:30 – 20:30</td></tr> <tr> <td>Wed</td><td>06:30 – 20:30</td></tr> <tr> <td>Thurs</td><td>06:30 – 20:30</td></tr> <tr> <td>Fri</td><td>06:30 – 20:30</td></tr> <tr> <td>Sat</td><td>06:30 – 20:30</td></tr> <tr> <td>Sun</td><td>06:30 – 20:30</td></tr> <tr> <td>Bank Holiday</td><td>06:30 – 20:30</td></tr> </tbody> </table> <p>The Service Providers Staff must have exited the Prison by 21:00.</p>	Visits Facility		Mon	06:30 – 20:30	Tues	06:30 – 20:30	Wed	06:30 – 20:30	Thurs	06:30 – 20:30	Fri	06:30 – 20:30	Sat	06:30 – 20:30	Sun	06:30 – 20:30	Bank Holiday	06:30 – 20:30
Visits Facility																			
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Thurs	06:30 – 20:30																		
Fri	06:30 – 20:30																		
Sat	06:30 – 20:30																		
Sun	06:30 – 20:30																		
Bank Holiday	06:30 – 20:30																		
Location of the Visit Hall facility	Internal to the Prison with own kitchen and service point.																		
Security Levels Required for Service Provider catering Staff	Enhanced Level 1																		
Local Security Requirements for any new Catering Staff	As per this SLA and the Specification for relevant induction and training.																		

Local training required for Service Providers Staff before they are able to start work in kitchen	Training Type	Catering Manager	Catering Supervisor/ Chef Manager	Caterer / Chef	Catering Assistant
	Induction	Y	Y	Y	Y
	Key	Y	Y	Y	Y
	SEARCHING	Y	Y	Y	Y
Other details regarding the number of Visitors and size of site	<p>High numbers of Visitors utilise the visit hall catering and there is also custom from the Prisoners themselves through the set-up of voucher schemes. Currently vouchers are able to be purchased by Prisoners from the Service Provider, who can then spend these on food/drinks for themselves as well as their Visitors within the visit hall setting. The Service Provider is expected to maintain this voucher process.</p> <p>Purple visits (video calls) are currently happening within the Prison as a result of COVID-19. These are expected to continue in the future. Prisoners are currently able to pre-purchase food and snacks and then the Catering Service Provider delivers this food to the area where the purple visits are held.</p> <p>The Service Provider is also expected to be involved in the Family Days that are run by the Prison, as part of children and family engagement with Prisoners. Catering for these, such as children's meal boxes may be required upon request by the Prison. These have currently been put on hold due to the COVID-19 pandemic, however the Prison is keen for these to run in the future.</p>				

## 6. Availability of Facilities to the Service Provider

The existing kitchen and catering facility is available to the Service Provider (Yes / No)	Y
These facilities are available to the Service Provider on a rent-free basis (Yes / No)	Y
The utilities (e.g. electric, gas & water) are available to the Service Provider free of charge (Yes / No)	Y

Existing equipment will be available to the Service Provider on a free 'on-loan' basis? (Yes / No) *	Y
* If Yes, please see attached 'Inventory of Heavy Catering Equipment' form in Section 8.	

## 7. Opening Days and Holiday Periods

Current Weekly Catering Service Provision – Opening and Closing Times				
	Staff Mess Breakfast Provision Times	Staff Mess Lunch Provision Times	Visit Halls Provision Times	Notes
Mon	08:00-11:00	12:00-14:00	09:00 - 19:00	Please note these times are Pre COVID-19 and have the potential to change due to the Visit's sessions being changed.
Tues	08:00-11:00	12:00-14:00	09:00 - 19:00	
Wed	08:00-11:00	12:00-14:00	09:00 - 19:00	
Thurs	08:00-11:00	12:00-14:00	09:00 -19:00	
Fri	08:00-11:00	12:00-14:00	09:00 - 19:00	
Sat			09:00 - 16:00	
Sun			09:00 - 16:00	
Bank Holidays			09:00 - 16:00	
Required Weekly Catering Service Provision – Required Minimum Opening and Closing times				
	Staff Mess Breakfast Provision Times	Staff Mess Lunch Provision Times	Visit Halls Provision Times	Notes
Mon	07:30 - 11:00	11:30 - 14:00	09:00 - 19:00	Breakfast would like to be served from 07:30 prior to shifts starting, however EGS main Prison entrance is 06:30.
Tues	07:30 - 11:00	11:30 - 14:00	09:00 - 19:00	
Wed	07:30 - 11:00	11:30 - 14:00	09:00 - 19:00	
Thurs	07:30 - 11:00	11:30 - 14:00	09:00 -19:00	
Fri	07:30 - 11:00	11:30 - 14:00	09:00 - 19:00	
Sat	08:00 - 11:00	11:30 - 14:00	09:00 - 16:00	
Sun	08:00 - 11:00	11:30 - 14:00	09:00 - 16:00	
Bank Holidays	08:00 - 11:00	11:30 - 14:00	09:00 - 16:00	

**Other Comments:**

Throughout the COVID-19 Pandemic the incumbent Service Provider has had to be flexible to accommodate the Prison's needs. During COVID-19 outbreaks in the Prison, the Prison has had to suspend visits, which led to a reduction in business for the incumbent Service Provider.

**8. Catering Service Option**

**Option 1: Hot/cold option prepared on site** - This option offers a hot and cold option prepared and served on the premises. The choice and selection of products can be configured to meet local needs. This option will be delivered through a counter service and not involve a full café provision.

Services Required	Service Providers will:	Prison Sites will:
(✓)	<b>Option 2 - Catering for Staff and Visit Halls</b>	
	Provide an onsite counter service, located at HMP Birmingham between the hours identified in section 7.  In the future, a second counter service is to be located at Workshop 8 between the hours identified in section 7, unless otherwise stated by the Prison.	Work in conjunction with the Service Provider to refine the times of service as necessary.
	Provide an onsite counter service for approximately 280 people per day.	
	Provide 4 hot menu options and 2 cold menu options a day. Update menu weekly.	Work with the Service Provider to review and amend menus where required to ensure they meet Prison and catering requirements.
	Caterers will not be required to escort catering delivery vehicles from the gate to kitchen / stores.	
	Trolley service is not required.	Ensure Service Provider may deliver as required and if trolley service is required Service Provider can access areas required.
	Preparation and counter area will be cleaned by the Residents (Prisoner employment).	The Prison is responsible for cleaning all other areas of the Staff Mess / Visit Hall where not



		specified as the Service Providers responsibility within the Specification and SLA.
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**Option 2: Vending** - This option will involve provision of hot and/or cold drinks and snack items in vending machines.  
A vending provision is required at this site - YES

Vending required in areas used solely by Staff – YES within the training centre

Vending required in areas used by Visitors – NO

**Current Vending Machines on site:** N/A – HMP Birmingham currently has no vending machines on site.

**Future vending machine requirements:**

Type of vending machine (Hot Drinks, Confectionary, Sandwiches etc)	Location of vending machine	Target Customers	Why required
Hot Drinks / Confectionery	Training Centre – External to site	Staff on training / external trainers	No availability to currently make or provide drinks and confectionery
Cold Drinks / Confectionery	Admin Block	Staff	

Please note, due to security measures, this establishment is unable to provide canned drinks, so these cannot be included in the vending requirement. Any cold drinks therefore must not be in cans.

**Option 3: Express/Coffee Shop Style service – Not Required**

**Option 4: Non-Standard / Ad Hoc Food Provision –** This option requires the Service Provider from time to time to cater for ad-hoc functions such as business meetings, training courses or special events that may or may not be within normal working hours. Such meetings / events shall be invoiced separately. Examples include:

- Occasional ad-hoc hospitality including tea, coffee, fruit juices, fresh fruit and biscuits for Authority meetings / seminars or other occasions, when required;
- Occasional ad-hoc buffets / working lunches which shall include the above, finger buffets and fork buffet.

Hospitality events at HMP Birmingham are likely to be for up to 150 people on an ad hoc basis and may be required by the Prison as well as other agencies, such as the NHS on the Prison site. Other events arranged by the Prison may be ad-hoc wellbeing days. The Prison may ask for set menus to be provided for these requirements, or many request a variety of snack and drink options, including tea, coffee, hot chocolate, sparkling/sill water along with juice options e.g. orange juice.

Food may be requested to be self-service from platters and appropriate menus, or signage shall be displayed to inform customers of its content. Vegetarian products and items for special dietary requirement (e.g. religious, health, cultural) will be segregated and clearly identified.

Legislation states Allergen information must be available to all customers. This shall comply with and adhere to legislative labelling requirements under 'Natasha's Law October 2021'.

Hot beverages as part of the non-standard food provision, shall typically be served in insulated flasks of an appropriate size together with biscuits, fruit or another snack, unless otherwise requested.

The Prison Representative and Service Provider shall agree menus and tariffs in line with the price submissions at the time these Non-Standard food provisions are requested by the Prison Representative. The Prison Representative shall endeavour to provide a reasonable amount of notice to the Service Provider of these requirements, to ensure menus and tariffs are agreed in advance.

Payment for these services shall be separate to that for the Staff and visit hall catering and separate Purchase Orders will be placed by the Prison for these requirements. Any extension of credit for functions and ad-hoc requirements shall be at the Service Providers discretion and risk.

This Non-Standard / Ad Hoc Food Provision may also include any other catering provisions required by the Authority, outside of the Staff Mess and Visit Hall catering specified within this SLA.

The food for this element shall come directly from the Service Provider's budget and shall be purchased utilising their own supply chain.

The Service Provider will calculate rates for this ad hoc service provision on an out of hours costing basis. This shall be calculated by the number of hours multiplied by the rate of pay of employee plus on costs. Food costs shall be agreed based on the specific requirements.

## **9. Specific service requirements to the site for all Catering Requirements**

<b>Specific service requirements:</b>
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**Future requirements:** Work is currently ongoing in the refurbishment of a new breakout area (WS8) that will need staffing accordingly once opened. The Staff catering element will move from being combined with the Visitors catering in the main visit hall and will be a separate service located in WS8. The Visitors catering element however will remain in the current Visit Hall. Upon the opening of WS8, the Prisoner assistance and training will be split, with groups of Prisoners assisting in both kitchen and servery areas. The Service Provider will need to be flexible and work with the Prison for the opening of WS8 and move Staff appropriately between the catering areas and/or employ additional Staff (if required) to cover these requirements. Any additional Staff required will be costed in line with the Pricing Matrix submitted by the Service Provider for this tender. Current timescales estimate this refurbishment will take approximately 18 months, beginning from April 2022, although please note that this timescale is subject to change. Workshop 8 will be looked at as a separate project and costed accordingly when required. The Contract Change process shall be utilised at this time.

Inventory of Heavy Equipment:

Asset Number	Serial Number	Asset Description	Make	Model	Location
4417539		Turbo Chef Oven			Visits Kitchen
	BM00002992	Artica Fridge	Artica	412407	Visits Kitchen
	BM00002993	Freezer - Halal	Foster	EcoPOG2	Visits Kitchen
	BM00002994	Fridge - Halal	Polar		Visits Kitchen
	BM00002995	Raw meat Fridge	Foster		Visits Kitchen
		Dishwasher Maidaaid	C511		Visits Kitchen
	BM00002980	Combimaste Plus -	Rationle	ETIUC13055004044	Visits Kitchen
	BM00002982	Merrichef Qucikcooker	Merrichef		Visits Kitchen
	BM00002985	Raw meat Fridge	Artica		Visits Kitchen
		Chef master - Toaster	Chef Master		Visits Kitchen

#### 10. Prisoner Assistance and Training in the Staff Mess/Visits Hall catering facilities

	Staff Mess and Visit Hall Catering Facility
Average number of Prisoners at any one time the Service Provider will be expected to facilitate either formal training or work experience for	5
Is this as part of work experience or part of a formal training scheme	Formal Training Scheme
If formal training, is an accredited qualification required to be attained	Yes
Course name and level requires for accredited qualification	Food Safety Level 1 Food Safety Level 2

	NVQ level 1 – Food preparation and cooking NVQ Level 2 - Food preparation and cooking NVQ level 2 – Barista Skills NVQ level 1 – Customer Service Allergen management Level 2
Name of the accrediting organisation or college	City and Guilds
If the establishment has no existing formal/accredited training courses in place will they require the Service Provider to provide this	Yes – required courses and levels required from the Service Provider as outlined above.
If Prisoner training is towards a formal qualification, has your establishment got access to or separate funding in place or will the catering Service Provider be expected to fund any training costs?	Prison has separate funding in place for this that shall be raised on a separate PO.

### **11. Key Performance Indicators and Management Information**

The Service Provider is required to meet with the Prison representative once a quarter to report on and discuss Management Information and Key Performance Indicators. The information below must be provided to the Prison representative a minimum of 10 working days prior to this meeting. Please see the Staff and Visitor – KPI and MI document.

### **12. Profit and Loss Review Process**

A full review of the profit and loss for this service provision shall be undertaken annual prior to the anniversary of the new budget year.

At this point, visit and staff numbers from the first year of the Contract shall be used for revenue forecasts.

Should there be any changes at site, for example increase in visit frequency, prisoner or visitor numbers, a review of the profit and loss shall take place. In order to assess the impact in terms of sales/costs, this shall be undertaken a month in arrears.

A structured quarterly review process will be in place to provide a full overview of profit and loss for trading in each period, providing full transparency. This shall be a collaborative process to ensure that both parties are not disadvantaged.

## PART 2g – Staff Mess SLA – HMP Bullingdon

### 1. Introduction

This Service Level Agreement (SLA) covers the contact details, specific requirements for each Prison site, performance measures and management arrangements. This will form part of the final contract document with the Service Provider.

### 2. Contact Details

The main parties to this agreement are as follows:

Prison Site Contact Details			
Site name and address:	HMP Bullingdon, Patrick Haugh Road, Bicester, OX25 1WD		
Prison Type:	Category B Local		
Prison Representative / Local contract manager:	██████████	Job Title:	Head of Operations
Telephone Number:	██████████	Email Address:	██████████
Prison Representative Assistant:	██████████	Job Title:	Head of Residence and Services
Telephone Number:	██████████	Email Address:	██████████

MoJ Commercial Contract Management Details			
Central Commercial Contract Manager	██████████	Job Title:	Commercial Manager
Telephone Number:	██████████	Email Address:	██████████

Service Provider Details			
Service Provider name and address	Aramark Limited		
Local Catering Manager:	██████████	Job Title:	Catering Manager
Telephone Number:	██████████	Email Address:	██████████
Service Provider Contract Management Representative:	██████████ / ██████████	Job Title:	Operational Support Manager / Director of Operations
Telephone number:	██████████ / ██████████	Email Address:	██████████ / ██████████

### 3. Service Requirements

The Service Provider will provide Catering Services which are to be accessible by:

	Service Required?
Staff via Prison Staff Mess	Yes
General Public via Prison Visits Hall	No

Please note, catering services for general public via Prison visits hall is currently provided under a separate contract and will therefore not be included in this re-tender.

<b><u>Current and required Catering Services</u></b>			<b>Staff Mess Current Service</b>	<b>Staff Mess Required Service</b>	<b>Visit Hall Current Service</b>	<b>Visit Hall Required Service</b>
<b>Ref</b>	<b>Outline Description</b>	<b>Guidance Notes</b>				
Option 1	Counter service providing hot and cold catering provision that is prepared <b>on site</b>	Counter service that does not include a full café provision	Y	Y	N	N
Option 2	Vending service	Vending machines	N	Y	N	N
Option 3	Express / coffee shop style	Fast turnaround hot and/or cold drinks and snack items throughout the day, rather than offering formal breakfast and lunchtime meals	Y	Y	N	N
Option 4	Non-standard / ad hoc food provision	Catering for ad-hoc functions such as business meetings, Staff training courses or special events, both inside and outside of normal working hours.	Y	Y	Y	Y

The details of which are underpinned by the corresponding Staff Mess and Visit Hall Specification, including annexes, referred to throughout this document as the 'Specification'.

#### **General Description of Service Expectation**

**Option 1: Counter service providing hot and cold catering provision that is prepared on site** requires the service to provide a varied menu that is competitively priced to encourage more Staff to use this service. The menu should include both hot and cold meal options, along with healthy and seasonal meal options i.e. soups/stews/salads based on the season.

The Service Provider shall work in conjunction with Prisoners, who will assist in the preparation and making of food as part of the formal training scheme. The Service Provider will work to specific dates and times; however, flexibility may be required.

Staff will need to be professional and be security vetted and cleared to ensure they can work in the Prison setting.

Innovation and continuous improvement in the delivery of the service is encouraged by the Prison, along with social value and sustainability objectives.

Please note that this is only a requirement in the Staff Mess. The Visit Hall is managed separately, with services delivered by Prison Advice and Care Trust (PACT).

The date for the staff mess catering service to be delivered from is to be agreed between the Service Provider, Prison Representative and Commercial Contract Manager, accounting for timescales associated with recruitment and vetting.

**Option 2: Vending** is required 24 hours, seven days a week to include hot drinks, cold drinks and snacks which are to be available to Staff when the Staff Mess counter is closed. The date for the vending machines to be on-site is to be agreed between the Service Provider, Prison Representative and Commercial Contract Manager, accounting for timescales associated with ordering and delivery.

**Option 3: Express/coffee shop style** should allow for fast turnaround times for hot and cold beverages, along with snack items. This express/coffee shop style shall be provided in the same area as Option 1: Counter Service. The menu should therefore incorporate both of these requirements in this area. Prisoner training is an aspect of this option as Prisoners are given barista training, where appropriate.

**Option 4: Non-standard / ad hoc food provision** requires the Service Provider to react to ad-hoc functions that will be held on site, such as meetings, training courses and special events. There may be inside or outside of normal working hours and require the Service Provider to react to unique requirements from time to time.

#### **4. Site Details of Staff Mess Facilities**

### Staff Mess

Average number of Prison Staff on site per day	250 approx.				
Average daily number of Prison Staff using the existing Staff Mess facility	N/A – The Staff Mess/coffee shop facility has been out of use during COVID-19 restrictions.				
Main Prison Staff shift patten		Shift 1	Shift 2	Shift 3	Shift 4
	Mon - Thurs	07:15-12:30	07:45-17:30	12:15-21:00	07:45-19:30
	Fri	07:15-12:30	07:45-17:30	12:15-21:00	07:45-19:30
	Sat	07:45-17:30	07:45-17:30	12:15-21:00	07:45-19:30
	Sun	07:45-17:30	07:45-17:30	12:15-21:00	07:45-19:30
	Bank Holidays	07:45-17:30	07:45-17:30	12:15-21:00	07:45-19:30
Days and times that Staff Mess/coffee shop facility is available to Service Provider to start and complete work  <i>To note, this is not catering service provision opening and closing times. These are outlined further on in this document.</i>		Staff Mess			
	Monday	07:00-17:00			
	Tuesday	07:00-17:00			
	Wednesday	07:00-17:00			
	Thursday	07:00-17:00			
	Friday	07:00-17:00			
	Saturday	CLOSED			
	Sunday	CLOSED			
	Bank Holidays	CLOSED			
Location of the Staff Mess/coffee shop facility	The Staff Mess/coffee shop is located within the Prison in the old education block on the ground floor.				



Number of Prisoners available to work in Staff Mess/coffee shop per day (minimum and maximum)		No. of Prisoners Minimum	No. of Prisoners Maximum	No. of Prisoners Currently Working in Mess	
	Monday	1	2	0	
	Tuesday	1	2	0	
	Wednesday	1	2	0	
	Thursday	1	2	0	
	Friday	1	2	0	
	Saturday	CLOSED	CLOSED	CLOSED	
	Sunday	CLOSED	CLOSED	CLOSED	
	Bank Holidays	CLOSED	CLOSED	CLOSED	
Security levels required for Staff	Enhanced Level 1				
Local security requirements for any new catering Staff	As per this SLA and the Specification for relevant induction and training.				
Local training required for Service Providers Staff before they are able to start work in kitchen					
	Training Type	Catering Manager	Catering Supervisor / Chef Manager	Caterer / Chef	Catering Assistant
	Induction	Y	Y	Y	Y
	Key	Y	Y	Y	Y
	Iprocurement	Y	Y	Y	Y
	SEARCHING	Y	Y	Y	Y
Radio	Y	Y	Y	Y	
Other details regarding the number of Staff and size of site	HMP Bullingdon is a Category C Prison with around 500 Staff, either directly employed or through partner agencies. The Prison is located in a rural area and there are no shops within the nearby area. Staff are therefore reliant on bringing their own food or what they can purchase on site through the Staff Mess/coffee shop facility.				

## 5. Availability of Facilities to the Service Provider

The existing kitchen and catering facility is available to the Service Provider (Yes / No)	Yes
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These facilities are available to the Service Provider on a rent-free basis (Yes / No)	Yes
The utilities (e.g. electric, gas & water) are available to the Service Provider free of charge (Yes / No)	Yes
Existing equipment will be available to the Service Provider on a free 'on-loan' basis? (Yes / No) *	Yes
* If Yes, please see attached 'Inventory of Heavy Catering Equipment' form in Section 8.	

## 6. Opening Days and Holiday Periods

Current and required weekly catering service provision – opening and closing times			
	Staff Mess Breakfast Provision Times	Staff Mess Lunch Provision Times	Express/Coffee Shop Style Provision Times
Mon	0800-1100	1130-1400	0800-1400
Tues	0800-1100	1130-1400	0800-1400
Wed	0800-1100	1130-1400	0800-1400
Thurs	0800-1100	1130-1400	0800-1400
Fri	0800-1100	1130-1400	0800-1400
Sat	CLOSED	CLOSED	CLOSED
Sun	CLOSED	CLOSED	CLOSED
Bank Holidays	CLOSED	CLOSED	CLOSED

## 7. Catering Service Option

**Option 1: Hot/cold option prepared on site** - This option offers a hot and cold food options to be prepared and served on the premises. The choice and selection of products can be configured to meet local needs. This option will be delivered through a counter service and not involve a full café provision.

Services Required	Service Providers will:	Prison Sites will:
(✓)	Option 2 - Catering for Staff Mess	

	Provide an onsite counter service, located at HMP Bullingdon between the hours identified in section 6.	Work in conjunction with the Service Provider to refine the times of service as necessary.
	<u>Staff Levels:</u> Provide an onsite counter service for approximately 75 people per day. Average number of people at breakfast opening: 26 Average number of people at lunch opening: 27	
	Provide 4 hot menu options and 3 cold menu options a day. Update menu weekly.	Work with the Service Provider to review and amend menus where required to ensure they meet Prison and catering requirements.
	Caterers will not be required to escort catering delivery vehicles from the gate to kitchen / stores.	
	Trolley service is not required.	
	Preparation and counter area will be cleaned by the Service Provider.	The Prison is responsible for cleaning all other areas of the Staff Mess where not specified as the Service Providers responsibility within the Specification and SLA.

**Option 2: Vending** - This option will involve provision of hot and/or cold drinks and snack items in vending machines. Service Providers will be asked to price for the future vending requirements as part of their bid.

A vending provision is required at this site - YES

Is vending required in areas used solely by Staff – YES

Is vending required in areas used by Visitors – NO

**Current Vending Machines on site:** There are currently no vending machines on site. Please see future vending requirements below.

**Future vending machine requirements:**

Type of vending machine (Hot Drinks, Confectionary, Sandwiches etc)	Location of vending machine	Target Customers	Why required
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Cold Drinks		Staff	For use when canteen provision is closed
Confectionary		Staff	For use when canteen provision is closed
Hot Drinks		Staff	For use when canteen provision is closed

The vending machines are to be placed in the Staff stand-down room next door to the Staff mess/coffee shop.

**Option 3: Express/Coffee Shop Style service –** This differs from the traditional service formats as it aims to provide a fast turnaround hot and/or cold drinks and snack items i.e. rather than offering formal breakfast and lunchtime meals. It's a model based around high street fast food and coffee shop outlets and may be available to Staff for extensive periods of the day rather specific breakfast and lunchtime opening.

Tick box below if option applies to you (✓)	Service Provider will	Site will
(✓)	<b>Option 5 - Catering for Staff</b>	
	Provide this service from the Staff Mess/coffee shop area between the hours identified in section 6.	Work in conjunction with the Service Provider to refine the times of service as necessary.
	Provide snacks and a selection of hot and cold beverages	Work with the Service Provider to review and amend menus where needed.
	Caterers will not be required to escort catering delivery vehicles from the gate to kitchen / stores.	
	Preparation and counter area will be cleaned by the Service Provider.	
	Seating area will be cleaned by the Service Provider.	Ensure seating area cleaned if this not identified as Service Provider responsibility.
	Table clearing will be completed by consumers self-clearing or by the Service Providers catering Staff.	

**Option 4: Non-Standard / Ad Hoc Food Provision –** This option requires the Service Provider from time to time to cater for ad-hoc functions such as business meetings, training courses or special events that may or may not be within normal working hours. Such meetings / events shall be invoiced separately. Examples include:

- Occasional ad-hoc hospitality including tea, coffee, fruit juices, fresh fruit and biscuits for Authority meetings / seminars or other occasions, when required;
- Occasional ad-hoc buffets / working lunches which shall include the above, finger buffets and fork buffet.

Hospitality events at HMP Bullingdon are likely to be for up to 20 people on an ad hoc basis. The Prison may ask for set menus to be provided for these requirements, or many request a variety of snack and drink options, including tea, coffee, fruit juice and water.

Food may be requested to be self-service from platters and appropriate menus, or signage shall be displayed to inform customers of its content. Vegetarian products and items for special dietary requirement (e.g. religious, health, cultural) will be segregated and clearly identified.

Legislation states Allergen information must be available to all customers. This shall comply with and adhere to legislative labelling requirements under 'Natasha's Law October 2021'.

Hot beverages as part of the non-standard food provision, shall typically be served in insulated flasks of an appropriate size together with biscuits, fruit or another snack, unless otherwise requested.

The Prison Representative and Service Provider shall agree menus and tariffs in line with the price submissions at the time these Non-Standard food provisions are requested by the Prison Representative. The Prison Representative shall endeavour to provide a reasonable amount of notice to the Service Provider of these requirements, to ensure menus and tariffs are agreed in advance.

Payment for these services shall be separate to that for the Staff and visit hall catering and separate Purchase Orders will be placed by the Prison for these requirements. Any extension of credit for functions and ad-hoc requirements shall be at the Service Providers discretion and risk.

This Non-Standard / Ad Hoc Food Provision may also include any other catering provisions required by the Authority, outside of the Staff Mess and Visit Hall catering specified within this SLA.

The food for this element shall come directly from the Service Provider's budget and shall be purchased utilising their own supply chain.

The Service Provider will calculate rates for this ad hoc service provision on an out of hours costing basis. This shall be calculated by the number of hours multiplied by the rate of pay of employee plus on costs. Food costs shall be agreed based on the specific requirements.

#### **8. Specific service requirements to the site for all Catering Requirements**

<b>Specific service requirements:</b>
Investment in equipment and facilities is required at HMP Bullingdon. This is the responsibility of the Prison to invest in equipment and facilities. The prison will look to the Service Provider to provide advice and guidance in relation to this, however investment will be determined by the Prison in line with budgets.

#### Inventory of Heavy Equipment:

Type of Equipment	Description of Equipment	Make of Equipment	Model Number (if known)	Serial Number (if known)	Age (if known)	If covered by ARP Warranty
Drinks Cooler						
Coffee Machine	Barista Coffee Machine					
Refrigerator						

#### 9. Prisoner Assistance and Training in the Staff Mess catering facilities

	Staff Mess Catering Facility
Average number of Prisoners at any one time the Service Provider will be expected to facilitate either formal training or work experience for	2
Is this as part of work experience or part of a formal training scheme	Formal Training Scheme
If formal training, is an accredited qualification required to be attained	YES
Course name and level requires for accredited qualification	NVQ Level 1 / Level 2
Name of the accrediting organisation or college	City & Guilds or equivalent
If the establishment has no existing formal/accredited training courses in place will they require the Service Provider to provide this	Yes – Level 1 NVQ from Service Provider required Level 2 NVQ and beyond is provided by The Clink.
If Prisoner training is towards a formal qualification, has your establishment got access to or separate funding in place or will the catering Service Provider be expected to fund any training costs?	Prison has separate funding in place for this

#### 10. Key Performance Indicators and Management Information

The Service Provider is required to meet with the Prison representative once a quarter to report on and discuss Management Information and Key Performance Indicators. The information below must be provided to the Prison representative a minimum of 10 working days prior to this meeting. Please see the Staff and Visitor – KPI and MI document.

#### 11. Profit and Loss Review Process

A full review of the profit and loss for this service provision shall be undertaken annual prior to the anniversary of the new budget year.

At this point, visit and staff numbers from the first year of the Contract shall be used for revenue forecasts.

Should there be any changes at site, for example increase in visit frequency, prisoner or visitor numbers, a review of the profit and loss shall take place. In order to assess the impact in terms of sales/costs, this shall be undertaken a month in arrears.

A structured quarterly review process will be in place to provide a full overview of profit and loss for trading in each period, providing full transparency. This shall be a collaborative process to ensure that both parties are not disadvantaged.

## PART 2h – Staff Mess and Visits SLA – HMP Erlestoke

### 1. Introduction

This Service Level Agreement (SLA) covers the contact details, specific requirements for each Prison site, performance measures and management arrangements. This will form part of the final contract document with the Service Provider.

### 2. Contact Details

The main parties to this agreement are as follows:

Prison Site Contact Details			
Site name and address:	HMP Erlestoke, Devizes, Wiltshire, SN10 5TU		
Prison Type:	Category C		
Authorised Prison Representative:		Job Title:	Head of Business Assurance
Telephone Number:		Email Address:	
Authorised Prison Representative Assistant / Local Contract Manager (if applicable):		Job Title:	Business Hub Manager
Telephone Number:		Email Address:	

MoJ Commercial Contract Management Details			
Central Commercial Contract Manager		Job Title:	Commercial Manager
Telephone Number:		Email Address:	

Service Provider Details			
Service Provider name and address	Aramark Limited		
Local Catering Manager:		Job Title:	Manager
Telephone Number:		Email Address:	
Service Provider Contract Management Representative:	/	Job Title:	Operations Support Manager / Director of Operations
Telephone number:	/	Email Address:	/

### 3. Service Requirements



The Service Provider will provide Catering Services which are to be accessible by:

	Service Required?
Staff via Prison Staff Mess	Yes
General Public via Prison Visits Hall	Yes

<b><u>Current and required Catering Services</u></b>			<b>Staff Mess Current Service</b>	<b>Staff Mess Required Service</b>	<b>Visit Hall Current Service</b>	<b>Visit Hall Required Service</b>
<b>Ref</b>	<b>Outline Description</b>	<b>Guidance Notes</b>				
Option 1	Counter Service providing Hot and Cold Catering Provision that is prepared <b>On Site</b>	Counter service that does not include a full café provision	Y	Y	Y	Y
Option 2	Vending Service	Vending Machines	Y	Y	Y	Y
Option 3	Express/Coffee Shop Style	Fast turnaround hot and/or cold drinks and snack items throughout the day, rather than offering formal breakfast and lunchtime meals	N	N	N	N
Option 4	Non-Standard / Ad Hoc Food Provision	Catering for ad-hoc functions such as business meetings, Staff training courses or special events, both inside and outside of normal working hours.	Y	Y	Y	Y

The details of which are underpinned by the corresponding Staff Mess and Visit Hall Specification, including annexes, referred to throughout this document as the 'Specification'.

<b>General Description of Service Expectation</b>
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**Option 1: Counter Service providing Hot and Cold Catering Provision that is prepared On Site** requires the service to provide a varied menu that is competitively priced to encourage more Staff and Visitors to use this service. The menu should include both hot and cold meal options, along with healthy and seasonal meal options i.e. soups/stews/salads based on the season.

The Service Provider shall work in conjunction with Prisoners, who will assist in the preparation and making of food as part of the formal training scheme. The Service Provider will work to specific dates and times; however, flexibility may be required if days of visits change. The Service Provider will be given notice and consulted should a change to visit times and days be made.

Staff will need to be professional and be security vetted and cleared to ensure they can work in the Prison setting.

Innovation and continuous improvement in the delivery of the service is encouraged by the Prison, along with Social Value and sustainability objectives.

**Option 2: Vending** is required 24 hours, seven days a week to include cold drinks and snacks which are to be available to Staff and Visitors when the Staff mess and visit Hall counter is closed.

**Option 4: Non-Standard / Ad Hoc Food Provision** requires the Service Provider to react to ad-hoc functions that will be held on site, such as meetings, training courses and special events. There may be inside or outside of normal working hours and require the Service Provider to react to unique requirements from time to time.

#### 4. Site Details of Staff Mess Facilities

Staff Mess		
Average number of Prison Staff on site per day	150 approx.	
Average daily number of Prison Staff using the existing Staff Mess facility	Weekdays = 30 approx. Weekends = 2 approx.	
Main Prison Staff Shift Patten		Shift Times
	Mon - Thurs	07:30 – 17:30
	Fri	07:30 – 17:30
	Sat	08:30 – 17:00
	Sun	08:30 – 17:00
	Bank Holidays	08:30 – 17:00

Days and Times that Staff Mess facility is available to Service Provider to start and complete work  <i>To note, this is not catering service provision opening and closing times. These are outlined further on in this document.</i>		Staff Mess		
	Monday	10:00 – 16:00		
	Tuesday	10:00 – 16:00		
	Wednesday	10:00 – 16:00		
	Thursday	10:00 – 16:00		
	Friday	10:00 – 14:00		
	Saturday	07:00 – 16:00		
	Sunday	07:00 – 16:00		
	Bank Holidays	CLOSED		
Location of the Staff Mess facility	The Staff mess and visit hall are the same location, internal to the Prison with key access required.			
Number of Prisoners available to work in Staff Mess per day (minimum and maximum)		No. of Prisoners Minimum	No. of Prisoners Maximum	No. of Prisoners Currently Working in Mess
	Monday	2	3	3
	Tuesday	2	3	3
	Wednesday	2	3	3
	Thursday	2	3	3
	Friday	2	3	3
	Saturday	2	3	3
	Sunday	2	3	3
	Bank Holidays	CLOSED	CLOSED	CLOSED
Security Levels Required for Staff	Enhanced Level 1			
Local Security Requirements for any new catering Staff	As per this SLA and the Specification for relevant induction and training.			

Local training required for Service Providers Staff before they are able to start work in kitchen	Training Type	Catering Manager	Catering Supervisor / Chef Manager	Caterer / Chef	Catering Assistant
	Induction	Y	Y	Y	Y
	Key	Y	Y	Y	Y
	Radio Training	Y	Y	Y	Y
Other details regarding the number of Staff and size of site	HMP Erlestoke is a Category C Prison, with approximately 420 Prisoners and 250 Staff. The establishment is located in Wiltshire, with a limited bus service to the location.				

## 5. Site Details of Visit Hall Facilities

Visits Hall																			
Average number of Visitors to Prisoners on site per visit day	78																		
Average daily number of Visitors to Prisoners using the existing visits hall catering facility	36																		
<p>Days and times that Staff Mess facility is available to Service Provider to start and complete work</p> <p><i>To note, this is not catering service provision opening and closing times. These are outlined further on in this document.</i></p>	<table> <tr> <th colspan="2">Visits Facility</th></tr> <tr> <td>Mon</td><td>09:00 – 15:00</td></tr> <tr> <td>Tues</td><td>09:00 – 15:00</td></tr> <tr> <td>Wed</td><td>09:00 – 15:00</td></tr> <tr> <td>Thurs</td><td>09:00 – 15:00</td></tr> <tr> <td>Fri</td><td>09:00 – 15:00</td></tr> <tr> <td>Sat</td><td>09:00 – 15:00</td></tr> <tr> <td>Sun</td><td>09:00 – 15:00</td></tr> <tr> <td>Bank Holiday</td><td>CLOSED</td></tr> </table>	Visits Facility		Mon	09:00 – 15:00	Tues	09:00 – 15:00	Wed	09:00 – 15:00	Thurs	09:00 – 15:00	Fri	09:00 – 15:00	Sat	09:00 – 15:00	Sun	09:00 – 15:00	Bank Holiday	CLOSED
Visits Facility																			
Mon	09:00 – 15:00																		
Tues	09:00 – 15:00																		
Wed	09:00 – 15:00																		
Thurs	09:00 – 15:00																		
Fri	09:00 – 15:00																		
Sat	09:00 – 15:00																		
Sun	09:00 – 15:00																		
Bank Holiday	CLOSED																		
Location of the Visit Hall facility	The visits hall and Staff mess are the same location, internal to the Prison with key access required.																		
Security Levels Required for Service Provider catering Staff	Enhanced Level 2																		

Local Security Requirements for any new Catering Staff	As per this SLA and the Specification for relevant induction and training.				
Local training required for Service Providers Staff before they are able to start work in kitchen	<b>Training Type</b>	<b>Catering Manager</b>	<b>Catering Supervisor/ Chef Manager</b>	<b>Caterer / Chef</b>	<b>Catering Assistant</b>
	Induction	Y	Y	Y	Y
	Key	Y	Y	Y	Y
	Radio Training	Y	Y	Y	Y
Other details regarding the number of Staff and size of site	Erlestoke is a Category C Prison, with approximately 420 Prisoners and 250 Staff. The establishment is located in Wiltshire, with a limited bus service to the location.				

## 6. Availability of Facilities to the Service Provider

The existing kitchen and catering facility is available to the Service Provider (Yes / No)	Yes
These facilities are available to the Service Provider on a rent-free basis (Yes / No)	Yes
The utilities (e.g. electric, gas & water) are available to the Service Provider free of charge (Yes / No)	Yes
Existing equipment will be available to the Service Provider on a free 'on-loan' basis? (Yes / No) * * If Yes, please see attached 'Inventory of Heavy Catering Equipment' form in Section 8.	Yes

## 7. Opening Days and Holiday Periods

Current and Required Weekly Catering Service Provision – Opening and Closing Times				
	Staff Mess Breakfast Provision Times Requirements: Tea, Coffee & cold sandwiches	Staff Mess Lunch Provision Times Requirements: Hot Food	Visit Halls Provision Times	
Mon	10:00 – 11:45	11:45 – 13:30	14:00 – 15:30	
Tues	10:00 – 11:45	11:45 – 13:30	14:00 – 15:30	
Wed	10:00 – 11:45	11:45 – 13:30	14:00 – 15:30	

Thurs	10:00 – 11:45	11:45 – 13:30	14:00 – 15:30
Fri	10:00 – 11:45	11:45 – 13:30	14:00 – 15:30
Sat	10:00 – 11:45	11:45 – 13:30	14:00 – 15:30
Sun	10:00 – 11:45	11:45 – 13:30	14:00 – 15:30
Bank Holidays	CLOSED	CLOSED	CLOSED

## 8. Catering Service Option

**Option 1: Hot/cold option prepared on site** - This option offers a hot and cold food options to be prepared and served on the premises. The choice and selection of products can be configured to meet local needs. This option will be delivered through a counter service and not involve a full café provision.

Services Required	Service Providers will:	Prison Sites will:
(✓)	<b>Option 2 - Catering for Staff and Visit Halls</b>	
	Provide an onsite counter service, located at HMP Erlestoke between the hours identified in section 7.	Work in conjunction with the Service Provider to refine the times of service as necessary.
	<u>Staff Levels:</u> Provide an onsite counter service for approximately 30 people per day. Average number of people at breakfast opening: 3 Average number of people at lunch opening: 30	
	<u>Visitor Levels:</u> Provide an onsite counter service for approximately 36 people per day.	
	Provide 4 hot menu options, along with choices of burgers and sides e.g. chips. The menu shall also include a variety of breakfast sandwiches (bacon and sausage), cold sandwich and salad options, along with a children's meal boxes offering 4 hot menu options. Update menu weekly.	Work with the Service Provider to review and amend menus where required to ensure they meet Prison and catering requirements.
	Caterers will not be required to escort catering delivery vehicles from the gate to kitchen / stores.	
	Trolley service is not required.	
	Preparation and counter area will be cleaned by the Service Provider.	The Prison is responsible for cleaning all other areas of the Staff Mess / Visit Hall where not specified as

		the Service Providers responsibility within the Specification and SLA.
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**Option 2: Vending** - This option will involve provision of hot and/or cold drinks and snack items in vending machines. Service Providers will be asked to price for the future vending requirements as part of their bid.

A vending provision is required at this site - YES

Vending required in areas used by Staff and Visitors – YES

**Current Vending Machines on site:**

Type of vending machine (Hot Drinks, Confectionary, Sandwiches etc)	Location of vending machine	Refill frequency	Vending Machine Service Provider (N/A if owned)	Current Agreement Type (Fully Managed, Leased, Owned)	Cost per Month (offset against income)
Cold Drinks	Same location as the Visit Hall / Staff mess area	Monthly	Aramark	Full Managed	■

**Future vending machine requirements:**

Type of vending machine (Hot Drinks, Confectionary, Sandwiches etc)	Location of vending machine	Target Customers	Why required
Cold Drinks	Visits Hall	Staff / Visitors	For use when canteen provision is closed
Confectionary	Visits Hall	Staff / Visitors	For use when canteen provision is closed
Hot Drinks	Visits Hall	Staff / Visitors	For use when canteen provision is closed

**Option 3: Express/Coffee Shop Style service – Not Required**

**Option 4: Non-Standard / Ad Hoc Food Provision –** This option requires the Service Provider from time to time to cater for ad-hoc functions such as business meetings, training courses or special events that may or may not be within normal working hours. Such meetings / events shall be invoiced separately. Examples include:

- Occasional ad-hoc hospitality including tea, coffee, fruit juices, fresh fruit and biscuits for Authority meetings / seminars or other occasions, when required;
- Occasional ad-hoc buffets / working lunches which shall include the above, finger buffets and fork buffet.

Hospitality events at HMP Erlestoke are likely to be for up to 15 people on an ad hoc basis. The Prison may ask for set menus to be provided for these requirements, or many request a variety of snack and drink options, including tea, coffee and water.

Food may be requested to be self-service from platters and appropriate menus, or signage shall be displayed to inform customers of its content. Vegetarian products and items for special dietary requirement (e.g. religious, health, cultural) will be segregated and clearly identified.

Legislation states Allergen information must be available to all customers. This shall comply with and adhere to legislative labelling requirements under 'Natasha's Law October 2021'.

Hot beverages as part of the non-standard food provision, shall typically be served in insulated flasks of an appropriate size together with biscuits, fruit or another snack, unless otherwise requested.

The Prison Representative and Service Provider shall agree menus and tariffs in line with the price submissions at the time these Non-Standard food provisions are requested by the Prison Representative. The Prison Representative shall endeavour to provide a reasonable amount of notice to the Service Provider of these requirements, to ensure menus and tariffs are agreed in advance.

Payment for these services shall be separate to that for the Staff and visit hall catering and separate Purchase Orders will be placed by the Prison for these requirements. Any extension of credit for functions and ad-hoc requirements shall be at the Service Providers discretion and risk.

This Non-Standard / Ad Hoc Food Provision may also include any other catering provisions required by the Authority, outside of the Staff Mess and Visit Hall catering specified within this SLA.

The food for this element shall come directly from the Service Provider's budget and shall be purchased utilising their own supply chain.

The Service Provider will calculate rates for this ad hoc service provision on an out of hours costing basis. This shall be calculated by the number of hours multiplied by the rate of pay of employee plus on costs. Food costs shall be agreed based on the specific requirements.

## **9. Specific service requirements to the site for all Catering Requirements**

<b>Specific service requirements:</b>
Investment in equipment and facilities is required at HMP Erlestoke. This is the responsibility of the Prison to invest in equipment and facilities. The prison will look to the Service Provider to provide advice and guidance in relation to this, however investment will be determined by the Prison in line with budgets.



Inventory of Heavy Equipment:					
Asset Number	Description of Equipment	Make of Equipment	Model Number (if known)	Serial Number (if known)	If covered by ARP Warranty
Erles-00650	HOTPLATE	BAKBAR			
622524	FRYER	LINCAT			
622526	FRYER	LINCAT			
Erles-00648	OVEN	LINCAT			
4723/Erles-00647	REFRIGERATOR	ELECTROLUX			
4722/Erles-00646	REFRIGERATOR	TRUE			
4724/Erles-00638	FREEZER	GRAM			
9806727	FREEZER	INDESIT			
Erles-00645	FRIDGE	CARAVELL			
9806716	FRIDGE	SILVER			
717356	FRIDGE	SHARP			
18773	FRYER	LINCAT			

#### 10. Prisoner Assistance and Training in the Staff Mess/Visits Hall catering facilities

	Staff Mess and Visit Hall Catering Facility
Average number of Prisoners at any one time the Service Provider will be expected to facilitate either formal training or work experience for	2 / 3
Is this as part of work experience or part of a formal training scheme	Formal Training Scheme
If formal training, is an accredited qualification required to be attained	YES
Course name and level requires for accredited qualification	NVQ Level 1 / Level 2
Name of the accrediting organisation or college	City & Guilds
If the establishment has no existing formal/accredited training courses in place will they require the Service Provider to provide this	Yes – Level 1 NVQ from Service Provider required.  Level 2 NVQ training is provided by Education.
If Prisoner training is towards a formal qualification, has your establishment got access to or separate funding in place or will the catering Service Provider be expected to fund any training costs?	Prison has separate funding in place for this

#### 11. Key Performance Indicators and Management Information

The Service Provider is required to meet with the Prison representative once a quarter to report on and discuss Management Information and Key Performance Indicators. The information below must be provided to the Prison representative a minimum of 10 working days prior to this meeting. Please see the Staff and Visitor KPI and MI document.

## **12. Profit and Loss Review Process**

A full review of the profit and loss for this service provision shall be undertaken annual prior to the anniversary of the new budget year.

At this point, visit and staff numbers from the first year of the Contract shall be used for revenue forecasts.

Should there be any changes at site, for example increase in visit frequency, prisoner or visitor numbers, a review of the profit and loss shall take place. In order to assess the impact in terms of sales/costs, this shall be undertaken a month in arrears.

A structured quarterly review process will be in place to provide a full overview of profit and loss for trading in each period, providing full transparency. This shall be a collaborative process to ensure that both parties are not disadvantaged.

## PART 2i – Staff Mess and Visits SLA – HMP Wymott

### 1. Introduction

This Service Level Agreement (SLA) covers the contact details, specific requirements for each Prison site, performance measures and management arrangements. This will form part of the final contract document with the Service Provider.

### 2. Contact Details

The main parties to this agreement are as follows:

Prison Site Contact Details			
Site name and address:	HMP Wymott, Ulness Walton Lane, Leyland, Lancashire, PR26 8LW		
Prison Type:	Category C – Closed		
Authorised Prison Representative / Local contract manager:		Job Title:	Head of Business Assurance
Telephone Number:		Email Address:	
Authorised Prison Representative Assistant:		Job Title:	Head of Business Assurance
Telephone Number:		Email Address:	

MoJ Commercial Contract Management Details			
Central Commercial Contract Manager		Job Title:	Commercial Manager
Telephone Number:		Email Address:	

Service Provider Details			
Service Provider name and address	Aramark Limited		
Local Catering Manager:		Job Title:	Manager
Telephone Number:		Email Address:	
Service Provider Contract Management Representative:	/	Job Title:	Operations Support Manager / Director of Operations
Telephone number:	/	Email Address:	/

### 3. Service Requirements

The Service Provider will provide Catering Services which are to be accessible by:

	Service Required?
Staff via Prison Staff Mess	Yes
General Public via Prison Visits Hall	Yes

<b>Current and required Catering Services</b>			<b>Staff Mess Current Service</b>	<b>Staff Mess Required Service</b>	<b>Visit Hall Current Service</b>	<b>Visit Hall Required Service</b>
<b>Ref</b>	<b>Outline Description</b>	<b>Guidance Notes</b>				
Option 1	Counter Service providing Hot and Cold Catering Provision that is prepared <b>On Site</b>	Counter service that does not include a full café provision	Y	Y	Y	Y
Option 2	Vending Service	Vending Machines	N	N	N	N
Option 3	Express/Coffee Shop Style	Fast turnaround hot and/or cold drinks and snack items throughout the day, rather than offering formal breakfast and lunchtime meals	N	N	N	N
Option 4	Non-Standard / Ad Hoc Food Provision	Catering for ad-hoc functions such as business meetings, Staff training courses or special events, both inside and outside of normal working hours.	Y	Y	Y	Y

The details of which are underpinned by the corresponding Staff Mess and Visit Hall Specification, including annexes, referred to throughout this document as the 'Specification'.

<b>General Description of Service Expectation</b>
<b>Option 1: Counter Service providing Hot and Cold Catering Provision that is prepared On Site</b> requires the service to provide a varied menu that is competitively priced to encourage more Staff and Visitors to use this service. The menu should include both hot and cold meal options, along with healthy and seasonal meal options i.e. soups/stews/salads based on the season. The Visitor's menu will need to differ to the Staff menu, as this needs to react to customer requests for freshly cooked items of food, in a timely manner and deliver a fast and efficient service.

The Service Provider shall work in conjunction with Prisoners, who will assist in the preparation and making of food as part of work experience. The Service Provider will work to specific dates and times; however, flexibility may be required if days of visits change. The Service Provider will be given notice and consulted should a change to visit times and days be made.

Staff will need to be professional and be security vetted and cleared to ensure they can work in the Prison setting.

Innovation and continuous improvement in the delivery of the service is encouraged by the Prison, along with Social Value and sustainability objectives.

**Option 4: Non-Standard / Ad Hoc Food Provision** requires the Service Provider to react to ad-hoc functions that will be held on site, such as meetings, training courses and special events. There may be inside or outside of normal working hours and require the Service Provider to react to unique requirements from time to time.

#### 4. Site Details of Staff Mess Facilities

Staff Mess		
Average number of Prison Staff on site per day	300 approx.	
Average daily number of Prison Staff using the existing Staff Mess facility	65 approx.	
Main Prison Staff Shift Patten		Shift Times
	Mon - Thurs	08:00 – 15:30
	Fri	08:00 – 14:00
	Sat	08:00 – 14:00
	Sun	08:00 – 14:00
	Bank Holidays	09:00 – 16:00
Days and times that Staff Mess facility is available to Service Provider to start and complete work  <i>To note, this is not catering service provision opening and closing times. These are outlined further on in this document.</i>		Staff Mess
	Monday	08:00 – 17:00
	Tuesday	08:00 – 17:00
	Wednesday	08:00 – 17:00
	Thursday	08:00 – 17:00
	Friday	08:00 – 17:00

	Saturday	08:00 – 17:00		
	Sunday	08:00 – 17:00		
	Bank Holidays	09:00 – 17:00		
Location of the Staff Mess facility	<p>The Staff mess is located within the Prison Visits Hall and is the same facility used for social visits. The Staff mess and Visit Hall area utilise the same food counter. Currently, the Staff catering finishes by 13:30, at which time the Visitors catering begins. These catering services are therefore kept separate for the most part, although Staff may frequent the catering counter within the Visitor hours to purchase snacks. The Prison wishes for two separate menus to be provided daily, one for Staff catering and one for Visitors catering.</p> <p>Weekend opening hours will start from 1<sup>st</sup> March 2023 to allow for appropriate recruitment to take place. Should recruitment timescales allow for this, an earlier date shall be agreed between the Service Provider and Prison Representative.</p>			
Number of Prisoners available to work in Staff Mess per day (minimum and maximum)		No. Prisoners Minimum	No. Prisoners Maximum	No. of Prisoners Currently Working in Mess
	Monday	1	2	1
	Tuesday	1	2	1
	Wednesday	1	2	1
	Thursday	1	2	1
	Friday	1	2	1
	Saturday	1	2	1
	Sunday	1	2	1
	Bank Holidays	1	2	1
Security Levels Required for Staff	Enhanced Level 1			
Local Security Requirements for any new catering Staff	As per this SLA and the Specification for relevant induction and training.			

Local training required for Service Providers Staff before they are able to start work in kitchen	Training Type	Catering Manager	Catering Supervisor / Chef Manager	Caterer / Chef	Catering Assistant
	Induction	Y	Y	Y	Y
	Key	Y	Y	Y	Y
	Procurement	Y	Y	Y	Y
	SEARCHING	Y	Y	Y	Y
Other details regarding the number of Staff and size of site	<p>HMP Wymott is a Category C Prison, with in excess of 450 Staff employed and a large number of partner agencies. There are no shops in the local geographic area to the Prison, meaning Staff are reliant on either their own food or buying it from the Staff Mess.</p> <p>There may be future renovation works of Prison blocks A and B, although this is not yet confirmed. Should renovation works be undertaken, this will bring in additional contractors who may utilise the catering service.</p>				

## 5. Site Details of Visit Hall Facilities

Visits Hall	
Average number of visitors to Prisoners on site per visit day	100 approx. Please note, there may be a reduction in numbers due to the Covid pandemic.
Average daily number of visitors to Prisoners using the existing visits hall catering facility	100 approx. Please note, there may be a reduction in numbers due to the Covid pandemic.

Days and times that Staff Mess facility is available to Service Provider to start and complete work  <i>To note, this is not catering service provision opening and closing times. These are outlined further on in this document.</i>		Visits Facility			
	Mon	08:00 – 17:00			
	Tues	08:00 – 17:00			
	Wed	08:00 – 17:00			
	Thurs	08:00 – 17:00			
	Fri	08:00 – 17:00			
	Sat	08:00 – 17:00			
	Sun	08:00 – 17:00			
	Bank Holiday	09:00 – 17:00			
Location of the Visit Hall facility	The visit hall is located in between the 2 visits rooms inside Wymott Prison. The Staff mess and visit hall area utilise the same food counter.				
Security Levels Required for Service Provider’s catering Staff	Enhanced Level 1				
Local Security Requirements for any new Catering Staff	As per this SLA and the Specification for relevant induction and training.				
Local training required for Service Providers Staff before they are able to start work in kitchen					
	Training Type	Catering Manager	Catering Supervisor/ Chef Manager	Caterer / Chef	Catering Assistant
	Induction	Y	Y	Y	Y
	Key	Y	Y	Y	Y
	SEARCHING	Y	Y	Y	Y
Other details regarding the number of visitors and size of site	There are no shops in the local geographic area to the Prison, meaning visitors are reliant on purchasing this from the visit hall.				
	Future requirements for the Prison are for there to be custom from the Prisoners themselves through the setup of voucher schemes. This has proven benefits where utilised at other Prison sites, but it not currently setup at HMP Wymott. The Prison going forwards wishes for vouchers to be able to be purchased by Prisoners from the Service Provider, who can then spend these on food/drinks for themselves as well as their				



	visitors within the visit hall setting. The Service Provider is expected to maintain this voucher process.
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## 6. Availability of Facilities to the Service Provider

The existing kitchen and catering facility is available to the Service Provider (Yes / No)	Yes
These facilities are available to the Service Provider on a rent-free basis (Yes / No)	Yes
The utilities (e.g. electric, gas & water) are available to the Service Provider free of charge (Yes / No)	Yes
Existing equipment will be available to the Service Provider on a free 'on-loan' basis? (Yes / No) *	Yes
* If Yes, please see attached 'Inventory of Heavy Catering Equipment' form in Section 8.	

## 7. Opening Days and Holiday Periods

Current and Required Weekly Catering Service Provision – Opening and Closing Times				
	Staff Mess Breakfast Provision Times	Staff Mess Lunch Provision Times	Visit Halls Provision Times	Notes
Mon	09:30 – 11:00	12:00 – 13:30	13:30 – 15.30	
Tues	09:30 – 11:00	12:00 – 13:30	13:30 – 15.30	
Wed	09:30 – 11:00	12:00 – 13:30	13:30 – 15.30	
Thurs	09:30 – 11:00	12:00 – 13:30	13:30 – 15.30	
Fri	09:30 – 11:00	12:00 – 13:30	N/A	No visits Fridays
Sat	09:30 – 11:00	12:00 – 13:30	09:30 – 11:30	
Sun	09:30 – 11:00	12:00 – 13:30	09:30 – 11:30	

Closed Bank Holidays?	09:30 – 11:00	12:00 – 13:30	13:30 – 15:30		
<p><b>Other Comments:</b>  Bank holidays and weekends are quieter in terms of Prison Staff numbers (with around 50 fewer members of Staff on site compared to weekdays) but busier in terms of the number of Visitors.</p> <p>Throughout the COVID-19 Pandemic the incumbent Service Provider has had to be flexible to accommodate the Prison's needs. During COVID-19 outbreaks in the Prison, the Prison has had to suspend visits, which led to a reduction in business for the incumbent Service Provider.</p>					

## 8. Catering Service Option

**Option 1: Hot/cold option prepared on site** - This option offers a hot and cold option prepared and served on the premises. The choice and selection of products can be configured to meet local needs. This option will be delivered through a counter service and not involve a full café provision.

Service Providers will:	Prison Sites will:
<b>Option 2 - Catering for Staff and Visit Halls</b>	
Provide an onsite counter service, located at HMP Wymott Staff Mess and Visits Area between the hours identified in section 7.	Work in conjunction with the Service Provider to refine the times of service, if required.
Provide an onsite counter service for approximately 140 people per day.  Average number of people at breakfast opening: 40 Average number of people at lunch opening: 100	
Provide 5 hot menu options and 3 cold menu options a day. The menu is to be updated weekly. Menus should be different for the Staff and Visitors slots and the Service Provider should note that the rural location and limited access to other places for Staff to eat mean they are more sensitive for requirements for healthy, seasonal meals and would be interested 'special' meals, e.g. different meals for Easter, Jumuah, Windrush Day.	Work with the Service Provider to review and amend menus, where required to ensure they meet Prison and catering requirements.

Visitor menus should include daily offerings for children and should focus on simple meals that are easy for Visitors and Prisoners to eat while conversing.	
Caterers will not be required to escort catering delivery vehicles but will need to take the supplies dropped at the gate to the visits area.	
Trolley service is not required.	
The preparation and counter area will be cleaned by the Service Provider.	The Prison is responsible for cleaning all other areas of the Staff Mess / Visit Hall, where not specified as the Service Providers responsibility within the Specification and SLA.

### **Option 2: Vending – Not Required**

### **Option 3: Express/Coffee Shop Style service – Not Required**

**Option 4: Non-Standard / Ad Hoc Food Provision –** This option requires the Service Provider from time to time to cater for ad-hoc functions such as business meetings, training courses or special events that may or may not be within normal working hours. Such meetings / events shall be invoiced separately. Examples include:

- Occasional ad-hoc hospitality including tea, coffee, fruit juices, fresh fruit and biscuits for Authority meetings / seminars or other occasions, when required;
- Occasional ad-hoc buffets / working lunches which shall include the above, finger buffets and fork buffet.

Hospitality events at HMP Wymott are likely to be for up to 10 people on an ad hoc basis. The Prison may ask for set menus to be provided for these requirements, or many request a variety of snack and drink options, including tea, coffee and water.

Food may be requested to be self-service from platters and appropriate menus, or signage shall be displayed to inform customers of its content. Vegetarian products and items for special dietary requirement (e.g. religious, health, cultural) will be segregated and clearly identified.

Legislation states Allergen information must be available to all customers. This shall comply with and adhere to legislative labelling requirements under 'Natasha's Law October 2021'.

Hot beverages as part of the non-standard food provision, shall typically be served in insulated flasks of an appropriate size together with biscuits, fruit or another snack, unless otherwise requested.

The Prison Representative and Service Provider shall agree menus and tariffs in line with the price submissions at the time these Non-Standard food provisions are requested by the Prison Representative. The Prison Representative shall endeavour to provide a reasonable amount of notice to the Service Provider of these requirements, to ensure menus and tariffs are agreed in advance.

Payment for these services shall be separate to that for the Staff and visit hall catering and separate Purchase Orders will be placed by the Prison for these requirements. Any extension of credit for functions and ad-hoc requirements shall be at the Service Providers discretion and risk.

This Non-Standard / Ad Hoc Food Provision may also include any other catering provisions required by the Authority, outside of the Staff Mess and Visit Hall catering specified within this SLA.

The food for this element shall come directly from the Service Provider's budget and shall be purchased utilising their own supply chain.

The Service Provide will calculate rates for this ad hoc service provision on an out of hours costing basis. This shall be calculated by the number of hours multiplied by the rate of pay of employee plus on costs. Food costs shall be agreed based on the specific requirements.

## 9. Specific service requirements to the site for all Catering Requirements

### Specific service requirements:

The Prison has a requirement for healthy menu options, in particular a salad bar that enables Staff and Visitors to build their own salad boxes. This shall be discussed with the awarded provider at the mobilisation stage as the Prison is willing to invest in the equipment to be able to service this.

### Inventory of Heavy Equipment:

Type of Equipment	Description of Equipment	Make of Equipment	Model Number (if known)	Serial Number (if known)	If covered by ARP Warranty
BAIN MARIE	BUFFALO	BUFFALO	SO77	200806022071	No
CASH TILL	SAM45	SAM45	ER-308M	B5AB500009Y	No
CHEST FREEZER	WHIRLPOOL/ POLAR	WHIRLPOOL/ POLAR			No
CHEST FREEZER					No
COMBI OVEN	MERRYCHEF	MERRYCHEF	EC501(CTM524505)	170330408	No
DEEP FAT FRYER	ELECTROLUX	ELECTROLUX	E7FREHZFPO	20308001	No
DISHWASHER	ELECTROLUX	ELECTROLUX		81700006	No
FREEZER	FOSTER	FOSTER	198		No

FREEZER	FOSTER	FOSTER	168 XR6 OCL		No	
FREEZER	FOSTER	FOSTER			No	
FREEZER	ARTICA	ARTICA			No	
FRIDGE	WILLIAMS GEM	WILLIAMS GEM	CL00WCS	24040808	No	
FRIDGE	WILLIAMS GEM	WILLIAMS GEM	CL00WCS	24040809	No	
FRIDGE	FOSTER	FOSTER			No	
FRIDGE SALAD	POLAR	POLAR	UNKNOWN		No	
GRILL PANINI	ITAL	ITAL	CCG2/FR	08G06939	No	
INDUCTION HOB	BUFFALO	BUFFALO			No	
INDUCTION HOB	SCHOT	SCHOT			No	
INDUCTION HOB	HOWE	HOWE			No	
MICROWAVE	SHARP	SHARP	R24AT	180925014	No	
SAFE	SECURIKEY	SECURIKEY			No	
TURBOFAN OVEN	BLUE SEAL	BLUE SEAL		409846	No	

#### 10. Prisoner Assistance and Training in the Staff Mess/Visits Hall catering facilities

	Staff Mess and Visit Hall Catering Facility
Average number of Prisoners at any one time the Service Provider will be expected to facilitate either formal training or work experience for	1 maximum
Is this as part of work experience or part of a formal training scheme	Work experience only
If formal training, is an accredited qualification required to be attained	N/A
Course name and level requires for accredited qualification	N/A
Name of the accrediting organisation or college	N/A
If the establishment has no existing formal/accredited training courses in place will they require the Service Provider to provide this	N/A
If Prisoner training is towards a formal qualification, has your establishment got access to or separate funding in place or will the catering Service Provider be expected to fund any training costs?	N/A

#### 11. Key Performance Indicators and Management Information

The Service Provider is required to meet with the Prison representative once a quarter to report on and discuss Management Information and Key Performance Indicators. The information below must be provided to the Prison representative a minimum of 10 working days prior to this meeting. Please see the Staff and Visitor – KPI and MI document.

## **12. Profit and Loss Review Process**

A full review of the profit and loss for this service provision shall be undertaken annual prior to the anniversary of the new budget year.

At this point, visit and staff numbers from the first year of the Contract shall be used for revenue forecasts.

Should there be any changes at site, for example increase in visit frequency, prisoner or visitor numbers, a review of the profit and loss shall take place. In order to assess the impact in terms of sales/costs, this shall be undertaken a month in arrears.

A structured quarterly review process will be in place to provide a full overview of profit and loss for trading in each period, providing full transparency. This shall be a collaborative process to ensure that both parties are not disadvantaged.

## PART j – Staff Mess and Visitor KPIs and MI

Staff and Visitor Catering - Key Performance Indicators (KPIs) and Management Information (MI)			
KPI	Details	Target	Marking Method
Timely Supply	<p>On a quarterly basis, the Service Provider is required to set out any days that the Staff Mess / Visit Hall Catering Service did not meet the opening times as outlined in Schedule 1 of the Contract. The Service Provider shall detail the reasoning and mitigating actions taken for this.</p> <p><i>The Authority understands some reasons for not meeting this may not be due to the fault of the Service Provider and may relate to circumstances beyond their control e.g. reduced prisoners working in the kitchen.</i></p> <p><i>The Service Provides shall attempt to mitigate any deviations from the opening times, even in circumstances beyond their control.</i></p> <p>Please refer to each Prisons Staff Mess and Visits SLA document for opening hours that this KPI will be measured against.</p>	95%	<p>The Service Provide must provide catering services within the opening times 95% of the time over the reporting period.</p> <p>The Service Provider shall report on:</p> <ul style="list-style-type: none"> <li>- total calendar days over the reporting period</li> <li>- number of days the opening times was not met</li> <li>- reasoning for the opening times not being met</li> <li>- mitigations taken by the Service Provider to reduce impact of the opening times not being met</li> </ul> <p>The Authority shall then review and agree valid reasoning and mitigations.</p> <p><u>Calculation formula:</u>  <math>=100\%-(b/a)</math></p> <p><u>Key:</u></p> <ul style="list-style-type: none"> <li>a) total calendar days over the reporting period</li> <li>b) number of days the opening times was not met without valid reasoning and mitigations</li> </ul>
Staffing levels	<p>On a quarterly basis, detail any shifts where staffing levels were less than those outlined within the Pricing Matrix or those agreed with the Prison Representative.</p> <p>On a quarterly basis, the Service Provider is to identify any staff changes, including job title and confirm details of invoice adjustments made.</p>	95%	<p>Staff levels should be at level agreed for a minimum of 95% of the reporting period. Evidence from attendance sheets and rotas.</p>

Ad-Hoc Catering	Report to the Authority within 10 working days of the ad-hoc catering being required, the cost associated with this requirement, including a breakdown outlining food costs and staff costs.	100%	The Service Provider shall report to the Authority on time (within 10 working days) ad hoc catering requirements. They shall be on time reporting on this 100% of the time.
Food Quality	On a quarterly basis, the Service Provider is required to set out any days in which the provision of food did not meet the requirements within the Government Buying Standards for food and catering services	100%	The Service Provider must meet the Government Buying Standards for food and catering services 100% of the time over the reporting period.
Food Quality	The Service Provider is required to survey prisoners for their opinion of the food and catering services a minimum of once a quarter. On a quarterly basis, the Service Provider must report on the feedback received and their plan to action any feedback and improve survey results going forwards. This shall be discussed at the quarterly meeting.	95%	The Service Provider shall report on all results of that reporting period's survey and the actions taken on the basis of the previous quarter's survey.  The Service Provider shall demonstrate that they have capture 100% of the survey results and have implemented 95% of actions from the previous quarters survey within this period.
Prisoner Training	The Service Provider is required to agree with the Prison Representative an estimation of how many Prisoners they can train each quarter and how many qualifications can be achieved. The Service Provider must report their progress to the Authority on a quarterly basis.	90%	The Service Provider will be marked against the estimation agreed with the Prison Representative and must meet 90% of their estimation each quarter.
<b>MI</b>	<b>Details</b>	<b>Target</b>	<b>Marking Method</b>
Customer	Report to the authority on a quarterly basis the number of customers served, and the customer spend over this same period	N/A	For Information Only
Staff Training	Report on updates and progress on the supplier's annual training programme on a quarterly basis.	N/A	For Information Only
Food Waste	Record the amount of food waste produced daily from the catering operation and report this to the authority on a quarterly basis.	N/A	For Information Only
Sustainability and Carbon Net Zero	Report on updates and progress to sustainability and carbon net zero targets.	N/A	For Information Only



## **SCHEDULE 2 – PRICES and INVOICING**

### **PART 1**

#### Price

##### (A) HMP Birmingham

- A.1 All facilities, equipment and services to be provided by the Authority under this Contract shall be provided at the Authority's expense. All Services at HMP Birmingham shall be provided by the Supplier (as per Schedule 1) under this Contract and shall be provided at the Supplier's expense.
- A.2 In respect of the Prisoner Catering Services and Staff and Visitor Catering Services to be delivered at the Birmingham Premises, the Authority shall pay the Supplier the Price as outlined in Annex 1 to this Schedule 2 Part 1 [REDACTED] which shall be payable in each Month. All revenues from the Staff and Visitor Services shall belong to the Supplier.
- A.4 The Supplier will submit to the Authority an invoice for such amount on the first day of each Month and the Authority will pay each such invoice within thirty (30) days of the applicable invoice date in accordance with clause C.1 of this Contract and this Schedule 2.
- A.5 Notwithstanding clause I10 and clause F4, three months prior to the first anniversary of the Commencement Date and on each anniversary thereafter, the Authority and the Supplier shall meet to review the HMP Birmingham Prisoner Catering Fixed Fee and the Staff and Visitor Catering Subsidy ("Price").
- A.6 For the purpose of this clause, the Parties acknowledge that the Price as outlined in Annex 1 to this Schedule 2, clause A2 incorporates a fixed five percent increase in costs year on year to account for any increases in Supplier costs.
- A.7 The sole purpose of the review shall be to review that the five percent year and year increase incorporated within the Price is sustainable for the Supplier.
- A.8 The Supplier shall provide evidence where the Supplier requires an increase to the Price above the agreed five percent year on year increase. Such evidence shall be based on the indices published by the UK Office of National Statistics, (on the anniversary of the Commencement Date) which shall be for labour costs the Average Weekly Earnings EARN03 (K54K) and for food costs the CPI Index 01.1: Food 2015=100. For the avoidance of doubt, the Authority shall not accept any Price increases that are above the level of the aforementioned indices. Further, any Price increases shall be applied to the labour and food cost elements and overheads only and shall not be applied to profit).
- A.9 The Parties shall follow the process as outlined in F4 "Change" where any changes to the Price are proposed following this review meeting.

- A.10 Any increase in the Price shall be backdated and applied from the anniversary of the Commencement Date.
- A.11 Any ad hoc catering services will be provided on the Authority's request for an additional charge to be agreed between the Supplier and the Authority. The Supplier will invoice the Authority for such items in arrears, and the Authority will pay such invoices in accordance with Clause C.1 of this Contract.

(B) HMP Bullingdon

- A.1 All facilities, equipment and services to be provided by the Authority under this Contract shall be provided at the Authority's expense. All Services at HMP Bullingdon shall be provided by the Supplier (as per Schedule 1) under this Contract and shall be provided at the Supplier's expense.
- A.2 In respect of the Prisoner Catering Services to be delivered at the Bullingdon Premises, the Authority shall pay the Supplier the Price as outlined in Annex 1 to this Schedule 2 Part 1 [REDACTED] which shall be payable in each Month.
- A.3 In addition, in respect of the Staff and Visitor Catering Services to be delivered at the Bullingdon Premises, the Authority shall pay the Supplier [REDACTED] the Price as outlined in Annex 1 to this Schedule 2 Part 1 which shall be payable in each Month. All revenues from the Staff and Visitor Services shall belong to the Supplier.
- A.4 The Supplier will submit to the Authority an invoice for such amount on the first day of each Month and the Authority will pay each such invoice within thirty (30) days of the applicable invoice date in accordance with clause C.1 of this Contract and this Schedule 2.
- A.5 Notwithstanding clause I10 and clause F4, three months prior to the first anniversary of the Commencement Date and on each anniversary thereafter, the Authority and the Supplier shall meet to review the HMP Bullingdon Prisoner Catering Fixed Fee and the Staff and Visitor Catering Subsidy ("Price").
- A.6 For the purpose of this clause, the Parties acknowledge that the Price as outlined in Annex 1 to this Schedule 2, clause A2 incorporates a fixed five percent increase in costs year on year to account for any increases in Supplier costs.
- A.7 The sole purpose of the review shall be to review that the five percent year and year increase incorporated within the Price is sustainable for the Supplier.
- A.8 The Supplier shall provide evidence where the Supplier requires an increase to the Price above the agreed five percent year on year increase. Such evidence shall be based on the indices published by the UK Office of National Statistics, (on the anniversary of the Commencement Date) which shall be for labour costs the Average Weekly Earnings EARN03 (K54K) and for food costs the CPI Index 01.1: Food 2015=100. For the avoidance of doubt, the Authority shall not accept any Price increases that are above

the level of the aforementioned indices. Further, any Price increases shall be applied to the labour and food cost elements and overheads only and shall not be applied to profit).

- A.9 The Parties shall follow the process as outlined in F4 "Change" where any changes to the Price are proposed following this review meeting.
- A.10 Any increase in the Price shall be backdated and applied from the anniversary of the Commencement Date.
- A.11 Any ad hoc catering services will be provided on the Authority's request for an additional charge to be agreed between the Supplier and the Authority. The Supplier will invoice the Authority for such items in arrears, and the Authority will pay such invoices in accordance with Clause C.1 of this Contract.

(C) Wymott

- A.1 All facilities, equipment and services to be provided by the Authority under this Contract shall be provided at the Authority's expense. All Services at HMP Wymott shall be provided by the Supplier (as per Schedule 1) under this Contract and shall be provided at the Supplier's expense.
- A.2 In addition, in respect of the Staff and Visitor Catering Services to be delivered at the Wymott Premises, the Authority shall pay the Supplier [REDACTED] the Price as outlined in Annex 1 to this Schedule 2 Part 1 which shall be payable in each Month. All revenues from the Staff and Visitor Services shall belong to the Supplier.
- A.3 The Supplier will submit to the Authority an invoice for such amount on the first day of each Month and the Authority will pay each such invoice within thirty (30) days of the applicable invoice date in accordance with clause C.1 of this Contract and this Schedule 2.
- A.4 Notwithstanding clause I10 and clause F4, three months prior to the first anniversary of the Commencement Date and on each anniversary thereafter, the Authority and the Supplier shall meet to review the Staff and Visitor Catering Subsidy ("Price").
- A.5 For the purpose of this clause, the Parties acknowledge that the Price as outlined in Annex 1 to this Schedule 2, clause A2 incorporates a fixed five percent increase in costs year on year to account for any increases in Supplier costs.
- A.6 The sole purpose of the review shall be to review that the five percent year and year increase incorporated within the Price is sustainable for the Supplier.
- A.7 The Supplier shall provide evidence where the Supplier requires an increase to the Price above the agreed five percent year on year increase. Such evidence shall be based on the indices published by the UK Office of National Statistics, (on the anniversary of the Commencement Date) which shall be for labour costs the Average Weekly Earnings EARN03 (K54K) and for food costs the CPI Index 01.1: Food 2015=100. For the

avoidance of doubt, the Authority shall not accept any Price increases that are above the level of the aforementioned indices. Further, any Price increases shall be applied to the labour and food cost elements and overheads only and shall not be applied to profit).

- A.8 The Parties shall follow the process as outlined in F4 "Change" where any changes to the Price are proposed following this review meeting.
- A.9 Any increase in the Price shall be backdated and applied from the anniversary of the Commencement Date.
- A.110 Any ad hoc catering services will be provided on the Authority's request for an additional charge to be agreed between the Supplier and the Authority. The Supplier will invoice the Authority for such items in arrears, and the Authority will pay such invoices in accordance with Clause C.1 of this Contract.

(D) Erlestoke

- A.1 All facilities, equipment and services to be provided by the Authority under this Contract shall be provided at the Authority's expense. All Services at HMP Erlestoke shall be provided by the Supplier (as per Schedule 1) under this Contract and shall be provided at the Supplier's expense.
- A.2 In addition, in respect of the Staff and Visitor Catering Services to be delivered at the Erlestoke Premises, the Authority shall pay the Supplier [REDACTED] the Price as outlined in Annex 1 to this Schedule 2 Part 1 which shall be payable in each Month. All revenues from the Staff and Visitor Services shall belong to the Supplier.
- A.3 The Supplier will submit to the Authority an invoice for such amount on the first day of each Month and the Authority will pay each such invoice within thirty (30) days of the applicable invoice date in accordance with clause C.1 of this Contract and this Schedule 2.
- A.4 Notwithstanding clause I10 and clause F4, three months prior to the first anniversary of the Commencement Date and on each anniversary thereafter, the Authority and the Supplier shall meet to review the Staff and Visitor Catering Subsidy ("Price").
- A.5 For the purpose of this clause, the Parties acknowledge that the Price as outlined in Annex 1 to this Schedule 2, clause A2 incorporates a fixed five percent increase in costs year on year to account for any increases in Supplier costs.
- A.6 The sole purpose of the review shall be to review that the five percent year and year increase incorporated within the Price is sustainable for the Supplier.
- A.7 The Supplier shall provide evidence where the Supplier requires an increase to the Price above the agreed five percent year on year increase. Such evidence shall be based on the indices published by the UK Office of National Statistics, (on the anniversary of the Commencement Date) which shall be for labour costs the Average Weekly Earnings

EARN03 (K54K) and for food costs the CPI Index 01.1: Food 2015=100. For the avoidance of doubt, the Authority shall not accept any Price increases that are above the level of the aforementioned indices. Further, any Price increases shall be applied to the labour and food cost elements and overheads only and shall not be applied to profit).

- A.8 The Parties shall follow the process as outlined in F4 "Change" where any changes to the Price are proposed following this review meeting.
- A.9 Any increase in the Price shall be backdated and applied from the anniversary of the Commencement Date.
- A.110 Any ad hoc catering services will be provided on the Authority's request for an additional charge to be agreed between the Supplier and the Authority. The Supplier will invoice the Authority for such items in arrears, and the Authority will pay such invoices in accordance with Clause C.1 of this Contract.

## ANNEX 1 TO SCHEDULE 2 PART 1

### PRICE

	HMP Birmingham	HMP Bullingdon	HMP Erlestoke	HMP Wymott
Price (monthly)				

### PRICE BREAKDOWN

	HMP Birmingham	HMP Bullingdon	HMP Erlestoke	HMP Wymott
<b>Sales/Cost of Food</b>				
<b>Sales Nett</b>				
Cost of Products (Food)				
Gross Margin £				
Gross Margin %				
<b>Labour Cost</b>				
Salaries & Wages				
Pension				
Holiday/Sickness Cover				
Bank Holidays				
Contribution to training				
Life Assurance				
<b>Total Labour Cost</b>				
<b>Expenses (non-food)</b>				
<b>Cleaning Materials (provide by the prison)</b>				
Disposables				
IT Hardware				
IT Software				

Office supplies								
Marketing/Merchandising								
Uniforms/Safety shoes								
Insurance								
Travel								
Cash collection								
<b>Investment Upgrade</b>								
Barista Coffee machine								
Pressure testing								
Vending Rentals								
Vending Maintenance								
Management Fee								
<b>Total Expenses</b>								
<b>Total Labour &amp; Expenses</b>								
<b>Less Gross Margin</b>								
<b>Price (annual)</b>								
<b>Price (monthly)</b>								

## Part 2

### 1 Invoice requirements

1.1 Other than invoices submitted through Basware, all invoices submitted to the Authority must:

1.1.1 clearly state the word 'invoice' and contain the following information:

- I. a unique identification number (invoice number);
- II. the Supplier's name, address and contact information;
- III. the name and address of the department/agency in the Authority with which the Supplier is working;
- IV. a clear description of the services, works or goods being invoiced for, specifically to which Prison Premises the invoice relates and whether the services rendered were in relation to the Staff Mess or Prisoner Catering aspect of the Services;
- V. any Reconciliation made against the relevant aspect of the Service as appropriate;
- VI. the date the goods or service were provided;
- VII. the date of the invoice;
- VIII. the amount being charged;
- IX. VAT amount if applicable;
- X. the total amount owed;
- XI. the Purchase Order number; and
- XII. the amount of the invoice in sterling or any other currency which is Approved.

1.1.2 if submitted by email meet the following criteria:

- I. email size must not exceed 4mb;
- II. one invoice per file attachment (PDF). Multiple invoices can be attached as separate files; and
- III. any supporting information, backing data etc. must be contained within the invoice PDF file

and

1.1.3 unless Approved:

- I. not contain any lines for items which are not on the Purchase Order; and



- II. replicate, as far as possible, the structure of and the information contained in the Purchase Order in respect of the number of lines, line descriptions, price and quantity.

1.2 If required by the Authority, the Supplier shall submit a structured electronic invoice in an Electronic Data Interchange or XML formats.

## **SCHEDULE 3 - CHANGE CONTROL**

### **Change Request Form**

(For completion by the Party requesting the Change)

<b>Contract Title:</b>	<b>Party requesting Change:</b>
<b>Name of Supplier:</b>	
<b>Change Request Number:</b>	<b>Proposed Change implementation date:</b>
<b>Full description of requested Change (including proposed changes to wording of the Contract where possible):</b>	
<b>Reasons for requested Change:</b>	
<b>Effect of requested Change</b>	
<b>Assumptions, dependencies, risks and mitigation (if any):</b>	
<b>Change Request Form prepared by (name):</b>	
<b>Signature:</b>	
<b>Date of Change Request:</b>	

## Contract Change Notice (“CCN”)

(For completion by the Authority once the Change has been agreed in principle by both Parties. Changes do not become effective until this form has been signed by both Parties.)

<b>Contract Title:</b>		<b>Change requested by:</b>	
<b>Name of Supplier:</b>			
<b>Change Number:</b>			
<b>Date on which Change takes effect:</b>			
<b>Contract between:</b>  The [Secretary of State for Justice]/ [The Lord Chancellor] <b>[delete as applicable]</b>  and  <b>[insert name of Supplier]</b>			
<b>It is agreed that the Contract is amended, in accordance with Regulation 72 of the Public Contracts Regulations 2015, as follows:</b>  <b>[Insert details of the variation (including any change to the Price and deliverables/obligations) based on the information provided in the Change Request Form and any subsequent discussions/negotiations, cross referencing the wording of the original Contract, as previously changed (if applicable), where possible]</b>  <b>Where significant changes have been made to the Contract, information previously published on Contracts Finder will be updated.</b>			
Words and expressions in this CCN shall have the meanings given to them in the Contract. The Contract, including any previous CCNs, shall remain effective and unaltered except as amended by this CCN			
<b>Signed for and on behalf of [the Secretary of State for Justice]/ [the Lord Chancellor]</b>		<b>Signed for and on behalf of [insert name of Supplier]</b>	
<b>Signature</b>		<b>Signature</b>	
<b>Name</b>		<b>Name</b>	
<b>Title</b>		<b>Title</b>	
<b>Date</b>		<b>Date</b>	

## SCHEDULE 4 - COMMERCIALLY SENSITIVE INFORMATION

- 1 Without prejudice to the Authority's general obligation of confidentiality, the Parties acknowledge that the Authority may have to disclose Information in or relating to the Contract following a Request for Information pursuant to clause D5 (Freedom of Information).
- 2 In this Schedule 4 the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be contrary to the public interest.
- 3 Where possible the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule 4 applies.
- 4 Without prejudice to the Authority's obligation to disclose Information in accordance with the FOIA and the EIR, the Authority will, acting reasonably but in its sole discretion, seek to apply the commercial interests exemption set out in s.43 of the FOIA to the Information listed below.

SUPPLIER'S COMMERCIALLY SENSITIVE INFORMATION	DATE	DURATION OF CONFIDENTIALITY
Price information under Schedule 2	18.04.2023	03.01.2036
Commercial Submission provided in our ITT Response	16.09.2022	03.01.2036
Budget Review documents	13.10.2022 (Birmingham, Bullingdon, Erlestone)  29.11.2022 (Wymott)	03.01.2036

## SCHEDULE 5 - SUPPLIER AND THIRD-PARTY SOFTWARE

**Supplier Software comprises the following:**

Software	Supplier (if Affiliate of the Supplier)	Purpose	No. of Licences	Restrictions	No. of copies	Other	To be deposited in escrow?
n/a							

**Third Party Software comprises the following:**

Third Party Software	Supplier	Purpose	No. of Licences	Restrictions	No. of copies	Other	To be deposited in escrow?
My Worklife	n/a	HR/ Recruitment & Employee Management	n/a	n/a	n/a	n/a	No
Kronos	n/a	TimeKeeping	n/a	n/a	n/a	n/a	No
ESS & iTrent	n/a	Employee Wage Slips	n/a	n/a	n/a	n/a	No
OpX	n/a	Stock Control	n/a	n/a	n/a	n/a	No

## **SCHEDULE 6 – INFORMATION ASSURANCE & SECURITY**

### **1. GENERAL**

- 1.1 This Schedule 6 sets out the obligations of the Parties in relation to information assurance and security, including those which the Supplier must comply with in delivering the Services under the Contract.
- 1.2 The Parties acknowledge that the purpose of the ISMS and Security Plan is to ensure a robust organisational approach to information assurance and security under which the specific requirements of the Contract will be met.
- 1.3 The Parties shall each appoint and/or identify a board level individual or equivalent who has overall responsibility for information assurance and security, including personnel security and information risk. The individual appointed by the Supplier, who is the Chief Security Officer, Chief Information Officer, Chief Technical Officer or equivalent and is responsible for compliance with the ISMS, is identified as Key Personnel) and the provisions of clause B4 apply in relation to that person.
- 1.4 The Supplier shall act in accordance with Good Industry Practice in the day to day operation of any system which is used for the storage of Information Assets and/or the storage, processing or management of Authority Data and/or that could directly or indirectly affect Information Assets and/or Authority Data.
- 1.5 The Supplier shall ensure that an information security policy is in place in respect of the operation of its organisation and systems, which shall reflect relevant control objectives for the Supplier System, including those specified in the ISO27002 control set or equivalent, unless otherwise agreed by the Authority. The Supplier shall, upon request, provide a copy of this policy to the Authority as soon as reasonably practicable. The Supplier shall maintain and keep such policy updated and provide clear evidence of this as part of its Security Plan.
- 1.6 The Supplier acknowledges that a compromise of Information Assets and/or Authority Data represents an unacceptable risk to the Authority requiring immediate communication and co-operation between the Parties. The Supplier shall provide clear evidence of regular communication with the Authority in relation to information risk as part of its Security Plan.

### **2. INFORMATION SECURITY MANAGEMENT SYSTEM**

- 2.1 The Supplier shall, within 30 Working Days of the Commencement Date, submit to the Authority a proposed ISMS which:
  - 2.1.1 has been tested; and
  - 2.1.2 complies with the requirements of paragraphs 2.2 and 2.3.
- 2.2 The Supplier shall at all times ensure that the level of security, include cyber security, provided by the ISMS is sufficient to protect the confidentiality, integrity and availability of Information Assets and Authority Data used in the provision of the Services and to provide robust risk management.

2.3 The Supplier shall implement, operate and maintain an ISMS which shall:

2.3.1 protect all aspects of and processes of Information Assets and Authority Data, including where these are held on the ICT Environment (to the extent that this is under the control of the Supplier);

2.3.2 be aligned to and compliant with the relevant standards in ISO/IEC 27001: 2013 or equivalent and the Certification Requirements in accordance with paragraph 5 unless otherwise Approved;

2.3.3 provide a level of security which ensures that the ISMS and the Supplier System:

2.3.3.1 meet the requirements in the Contract;

2.3.3.2 are in accordance with applicable Law;

2.3.3.3 demonstrate Good Industry Practice, including the Government's 10 Steps to Cyber Security, currently available at:

<https://www.ncsc.gov.uk/guidance/10-steps-cyber-security>;

2.3.3.4 comply with the Security Policy Framework and any other relevant Government security standards provided in writing via email to the Supplier;

2.3.3.5 comply with the Baseline Security Requirements;

2.3.3.6 comply with the Authority's policies, including, where applicable, the Authority's Information Assurance Policy in the Information Security Policy Framework or its replacements provided in writing via email to the Supplier;

2.3.4 address any issues of incompatibility with the Supplier's organisational security policies;

2.3.5 address any specific security threats of immediate relevance to Information Assets and/or Authority Data;

2.3.6 document:

2.3.6.1 the security incident management processes, including reporting, recording and management of information risk incidents, including those relating to the ICT Environment (to the extent that this is within the control of the Supplier) and the loss of protected Personal Data, and the procedures for reducing and raising awareness of information risk;

2.3.6.2 incident response plans, including the role of nominated security incident response companies; and

2.3.6.3 the vulnerability management policy, including processes for identification of system vulnerabilities and assessment of the potential effect on the Services of any new threat, vulnerability or exploitation technique of which the Supplier becomes aware,

prioritisation of security patches, testing and application of security patches and the reporting and audit mechanism detailing the efficacy of the patching policy;

2.3.7 include procedures for the secure destruction of Information Assets and Authority Data and any hardware or devices on which such information or data is stored; and

2.3.8 be certified by (or by a person with the direct delegated authority of) the Supplier's representative appointed and/or identified in accordance with paragraph 1.3.

2.4 If the Supplier becomes aware of any inconsistency in the provisions of the standards, guidance and policies notified to the Supplier from time to time, the Supplier shall immediately notify the Authority of such inconsistency and the Authority shall, as soon as practicable, notify the Supplier of the provision that takes precedence.

2.5 The Supplier shall, upon request from the Authority or any accreditor appointed by the Authority, provide sufficient design documentation detailing the security architecture of its ISMS to support the Authority's and/or accreditor's assurance that it is appropriate, secure and complies with the Authority's requirements.

2.6 The Authority shall review the proposed ISMS submitted pursuant to paragraph 2.1 and shall, within 10 Working Days of its receipt notify the Supplier as to whether it has been approved.

2.7 If the ISMS is Approved, it shall be adopted by the Supplier immediately and thereafter operated and maintained throughout the Term in accordance with this Schedule 6.

2.8 If the ISMS is not Approved, the Parties shall discuss what amends are required and mutually agree any actions to be taken.

2.9 Approval of the ISMS or any change to it shall not relieve the Supplier of its obligations under this Schedule 6.

2.10 The Supplier shall provide to the Authority, upon request, any or all ISMS documents.

### **3. SECURITY PLAN**

3.1 The Supplier shall, within 30 Working Days of the Commencement Date, submit to the Authority for approval a Security Plan which complies with paragraph 3.2.

3.2 The Supplier shall effectively implement the Security Plan which shall:

3.2.1 comply with the Baseline Security Requirements;

3.2.2 identify the organisational roles for those responsible for ensuring the Supplier's compliance with this Schedule 6;

3.2.3 detail the process for managing any security risks from those with access to Information Assets and/or Authority Data, including where these are held in the ICT Environment;

3.2.4 set out the security measures and procedures to be implemented by the Supplier, which are sufficient to ensure compliance with the provisions of this Schedule 6;



3.2.5 set out plans for transition from the information security arrangements in place at the Commencement Date to those incorporated in the ISMS;

3.2.6 set out the scope of the Authority System that is under the control of the Supplier;

3.2.7 be structured in accordance with ISO/IEC 27001: 2013 or equivalent unless otherwise Approved;

3.2.8 be written in plain language which is readily comprehensible to all Staff and to Authority personnel engaged in the Services and reference only those documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule 6; and

3.2.9 comply with the Security Policy Framework and any other relevant Government security standards provided in writing via email to the Supplier.

3.3 The Authority shall review the Security Plan submitted pursuant to paragraph 3.1 and notify the Supplier, within 10 Working Days of receipt, whether it has been approved.

3.4 If the Security Plan is Approved, it shall be adopted by the Supplier immediately and thereafter operated and maintained throughout the Term in accordance with this Schedule 6.

3.5 If the Security Plan is not Approved, the Parties shall discuss what amendments are required and mutually agree any actions to be taken.

3.6 The Parties shall use reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than 30 Working Days from the date of its first submission to the Authority. If the Authority does not approve the Security Plan following its resubmission, the matter shall be resolved in accordance with clause I1 (Dispute Resolution).

3.7 Approval by the Authority of the Security Plan pursuant to paragraph 3.3 or of any change to the Security Plan shall not relieve the Supplier of its obligations under this Schedule 6.

#### **4. REVISION OF THE ISMS AND SECURITY PLAN**

4.1 The ISMS and Security Plan shall be reviewed in full and tested by the Supplier at least annually throughout the Term (or more often where there is a significant change to the Supplier System or associated processes or where an actual or potential Breach of Security or weakness is identified) to consider and take account of:

4.1.1 any issues in implementing the Security Policy Framework and/or managing information risk;

4.1.2 emerging changes in Good Industry Practice;

4.1.3 any proposed or actual change to the ICT Environment and/or associated processes;

4.1.4 any new perceived, potential or actual security risks or vulnerabilities;

4.1.5 any ISO27001: 2013 audit report or equivalent produced in connection with the Certification Requirements which indicates concerns; and

4.1.6 any reasonable change in security requirements requested by the Authority.

4.2 The Supplier shall give the Authority the results of such reviews as soon as reasonably practicable after their completion, which shall include without limitation:

4.2.1 suggested improvements to the effectiveness of the ISMS, including controls;

4.2.2 updates to risk assessments; and

4.2.3 proposed modifications to respond to events that may affect the ISMS, including the security incident management processes, incident response plans and general procedures and controls that affect information security.

4.3 Following the review in accordance with paragraphs 4.1 and 4.2 or at the Authority's request, the Supplier shall give the Authority at no additional cost a draft updated ISMS and/or Security Plan which includes any changes the Supplier proposes to make to the ISMS or Security Plan. The updated ISMS and/or Security Plan shall, unless otherwise agreed by the Authority, be subject to clause F4 (Change) and shall not be implemented until Approved.

4.4 If the Authority requires any updated ISMS and/or Security Plan to be implemented within shorter timescales than those set out in clause F4, the Parties shall thereafter follow clause F4 for the purposes of formalising and documenting the relevant change for the purposes of the Contract.

## **5. CERTIFICATION REQUIREMENTS**

5.1 The Supplier shall ensure that any systems, including the ICT Environment, on which Information Assets and Authority Data are stored and/or processed are aligned with:

5.1.1 an industry standard framework such as NIST CSF or equivalent unless otherwise Approved;

and shall provide the Authority with evidence:

5.1.3 of certification before the Supplier accessed the ICT Environment and receives, stores, processes or manages any Authority Data; and

5.1.4 that such certification remains valid and is kept up to date while the Supplier (as applicable) continues to access the ICT Environment and receives, stores, processes or manages any Authority Data during the Term.

5.2 The Supplier shall ensure that it:

5.2.1 carries out any secure destruction of Information Assets and/or Authority Data at Supplier sites which are included within the scope of an existing certificate of compliance with ISO/IEC 27001:2013 or equivalent unless otherwise Approved; and

5.2.2 is certified as compliant with the DIPCOG (The Defence INFOSEC Product Co-Operation Group) or equivalent unless otherwise Approved

and the Supplier shall provide the Authority with evidence of its compliance with the requirements set out in this paragraph 5.2 before the Supplier may carry out the secure destruction of any Information Assets and/or Authority Data.

5.3 The Supplier shall notify the Authority as soon as reasonably practicable and, in any event within 2 Working Days, if the Supplier ceases to be compliant with the certification requirements in paragraph 5.1 and, on request from the Authority, shall:

5.3.1 immediately cease access to and use of Information Assets and/or Authority Data; and

5.3.2 promptly return, destroy and/or erase any Authority Data in accordance with the Baseline Security Requirements and failure to comply with this obligation is a material Default.

## **6. SECURITY TESTING**

6.1 The Supplier shall, at its own cost, carry out relevant Security Tests from the Commencement Date and throughout the Term on system(s) under the control of the Supplier on which Information Assets and/or Authority Data are held, which shall include:

6.1.1 a monthly vulnerability scan and assessment of the Supplier System and any other system under the control of the Supplier on which Information Assets and/or Authority Data are held;

6.1.2 an annual IT Health Check by a qualified company of the Supplier System and any other system under the control of the Supplier on which Information Assets and/or Authority Data are held and any additional IT Health Checks required by the Authority and/or any accreditor;

6.1.3 an assessment as soon as reasonably practicable following receipt by the Supplier of a critical vulnerability alert from a provider of any software or other component of the Supplier System and/or any other system under the control of the Supplier on which Information Assets and/or Authority Data are held; and

6.1.4 such other tests as are required:

6.1.4.1 by any Vulnerability Correction Plans;

6.1.4.2 by ISO/IEC 27001:2013 certification requirements or equivalent Approved;

6.1.4.3 after any significant architectural changes to the ICT Environment;

6.1.4.4 after a change to the ISMS (including security incident management processes and incident response plans) or the Security Plan; and

6.1.4.5 following a Breach of Security.

- 6.2 In relation to each IT Health Check, the Supplier shall:
- 6.2.1 agree with the Authority the aim and scope of the IT Health Check;
  - 6.2.2 promptly, following receipt of each IT Health Check report, give the Authority evidence that testing has been performed and a statement that Critical rated issues have been remediated and
  - 6.2.3 if the IT Health Check report identifies any vulnerabilities:
    - 6.2.3.1 prepare a Vulnerability Correction Plan for Approval which sets out in respect of each such vulnerability:
      - 6.2.3.1.1 how the vulnerability will be remedied;
      - 6.2.3.1.2 the date by which the vulnerability will be remedied;
      - 6.2.3.1.3 the tests which the Supplier shall perform or procure to be performed to confirm that the vulnerability has been remedied;
    - 6.2.3.2 comply with the Vulnerability Correction Plan; and
    - 6.2.3.3 conduct such further Security Tests as are required by the Vulnerability Correction Plan.
- 6.3 Security Tests shall be designed and implemented by the Supplier so as to minimise any adverse effect on the Services and the date, timing, content and conduct of Security Tests shall be agreed in advance with the Authority.
- 6.4 The Supplier shall provide the Authority with the executive summary results of Security Tests (in a form to be Approved) as soon as practicable and in any event within 5 Working Days after completion of each Security Test.
- 6.5 NOT USED
- 6.6 NOT USED
- 6.7 If any Security Test carried out pursuant to paragraphs 6.1 or 6.4 reveals any:
- 6.7.1 vulnerabilities during any accreditation process, the Supplier shall track and resolve them effectively; and
  - 6.7.2 actual Breach of Security, the Supplier shall promptly notify the Authority of any proposed changes to the ICT Environment (to the extent that this is under the control of the Supplier) and/or to the ISMS and/or to the Security Plan (and the implementation thereof) which the Supplier intends to make in order to correct such failure or weakness. Subject to Approval and paragraphs 4.3 and 4.4, the Supplier shall implement such changes to the ICT Environment (to the extent that this is under the control of the Supplier) and/or the ISMS and/or

the Security Plan and repeat the relevant Security Tests in accordance with an Approved timetable or, otherwise, as soon as reasonably practicable.

- 6.8 If the Authority unreasonably withholds its approval to the implementation of any changes to the ICT Environment and/or to the ISMS and/or to the Security Plan proposed by the Supplier in accordance with paragraph 6.7, the Supplier is not in breach of the Contract to the extent that it can be shown that such breach:

6.8.1 has arisen as a direct result of the Authority unreasonably withholding Approval to the implementation of such proposed changes; and

6.8.2 would have been avoided had the Authority Approved the implementation of such proposed changes.

- 6.9 If a change to the ISMS or Security Plan is to address any non-compliance with ISO/IEC 27001:2013 requirements or equivalent, the Baseline Security Requirements or any obligations in the Contract, the Supplier shall implement such change at its own cost and expense.

- 6.10 If any repeat Security Test carried out pursuant to paragraph 6.7 reveals an actual breach of security exploiting the same root cause failure, such circumstance shall constitute a material Default.

- 6.11 On each anniversary of the Commencement Date, the Supplier shall provide to the Authority a letter from the individual appointed or identified in accordance with paragraph 1.3 confirming that having made due and careful enquiry:

6.11.1 the Supplier has in the previous year carried out all Security Tests in accordance with this Schedule 6 and has complied with all procedures in relation to security matters required under the Contract; and

6.11.2 the Supplier is confident that its security and risk mitigation procedures in relation to Information Assets and Authority Data remain effective.

## **7. SECURITY AUDITS AND COMPLIANCE**

- 7.1 The Authority and its authorised representatives may carry out security audits on system(s) under the control of the Supplier on which Information Assets and/or Authority Data are held as it reasonably considers necessary in order to ensure that the ISMS is compliant with the principles and practices of ISO 27001: 2013 or equivalent (unless otherwise Approved), the requirements of this Schedule 6 and the Baseline Security Requirements.

- 7.2 If ISO/IEC 27001: 2013 certification or equivalent is provided; the ISMS shall be independently audited in accordance with ISO/IEC 27001: 2013 or equivalent. The Authority and its authorised representatives shall, where applicable, be granted access to the Supplier Sites and Sub-contractor premises for this purpose.

- 7.3 If, on the basis of evidence resulting from such audits, it is the Authority's reasonable opinion that ISMS is not compliant with any applicable principles and practices of ISO/IEC 27001: 2013 or equivalent, the requirements of this Schedule 6 and/or the Baseline Security

Requirements is not being achieved by the Supplier, the Authority shall notify the Supplier of this and provide a reasonable period of time (having regard to the extent and criticality of any non-compliance and any other relevant circumstances) for the Supplier to implement any necessary remedy. If the Supplier does not ensure that the ISMS is compliant within this period of time, the Authority may obtain an independent audit of the ISMS to assess compliance (in whole or in part).

- 7.4 If, as a result of any such independent audit as described in paragraph 7.3 the Supplier is found to be non-compliant with any applicable principles and practices of ISO/IEC 27001:2013 or equivalent, the requirements of this Schedule 6 and/or the Baseline Security Requirements the Supplier shall, at its own cost, undertake those actions that are required in order to ensure that the ISMS is complaint and shall reimburse the Authority in full in respect of the costs obtaining such an audit.

## **8. SECURITY RISKS AND BREACHES**

- 8.1 The Supplier shall use its reasonable endeavours to prevent any Breach of Security for any reason on system(s) under the control of the Supplier on which Information Assets and/or Authority Data are held, including as a result of malicious, accidental or inadvertent behaviour.

- 8.2 If either Party becomes aware of a Breach of Security or an attempted Breach of Security it shall act in accordance with the agreed security incident management processes and incident response plans as set out in the ISMS.

- 8.3 Without prejudice to the security incident management processes and incident response plans set out in the ISMS, upon becoming aware of any Breach of Security, the Supplier shall:

8.3.1 immediately notify the Authority and take all reasonable steps (which shall include any action or changes reasonably required by the Authority) that are necessary to:

8.3.1.1 minimise the extent of actual or potential harm caused by any Breach of Security;

8.3.1.2 remedy any Breach of Security to the extent that is possible and protect the integrity of the ICT Environment (to the extent that this is within its control) and ISMS against any such Breach of Security or attempted Breach of Security;

8.3.1.3 mitigate against a Breach of Security or attempted Breach of Security; and

8.3.1.4 prevent a further Breach of Security or attempted Breach of Security in the future resulting from the same root cause failure;

- 8.3.2 provide to the Authority and/or the Computer Emergency Response Team for UK Government ("**GovCertUK**") or equivalent any data that is requested relating to the Breach of Security or attempted Breach of Security within 2 Working Days of such request; and

8.3.3 as soon as reasonably practicable and, in any event, within 2 Working Days following the Breach of Security or attempted Breach of Security, provide to the Authority full details (using the reporting mechanism defined by the ISMS) of the Breach of Security or attempted Breach of Security, including a root cause analysis if required by the Authority

and the Supplier recognises that the Authority may report significant actual or potential losses of Personal Data to the Information Commissioner or equivalent and to the Cabinet Office.

- 8.4 If any action is taken by the Supplier in response to a Breach of Security or attempted Breach of Security which occurred as a result of non-compliance of the ISMS with any ISO/IEC 27001: 2013 requirements or equivalent (as applicable), the Baseline Security Requirements and/or the requirements of this Schedule 6, any such action and change to the ISMS and/or Security Plan as a result shall be implemented at the Supplier's cost.

## **IT Environment**

- 8.5 The Supplier shall ensure that the Supplier System:

8.5.1 functions in accordance with Good Industry Practice for protecting external connections to the internet;

8.5.2 functions in accordance with Good Industry Practice for protection from malicious code;

8.5.3 provides controls to securely manage (store and propagate) all cryptographic keys to prevent malicious entities and services gaining access to them, in line with the Authority's Cryptographic Policy as made available to the Supplier from time to time;

8.5.4 is patched (and all of its components are patched) in line with Good Industry Practice, any Authority patching policy currently in effect and notified to the Supplier and any Supplier patch policy that is agreed with the Authority; and

8.5.5 uses the latest versions of anti-virus definitions, firmware and software available from industry accepted anti-virus software vendors.

- 8.6 Notwithstanding paragraph 8.5, if a Breach of Security is detected in the ICT Environment, the Parties shall co-operate to reduce the effect of the Breach of Security and, if the Breach of Security causes loss of operational efficiency or loss or corruption of Information Assets and/or Authority Data, assist each other to mitigate any losses and to recover and restore such Information Assets and Authority Data.

- 8.7 All costs arising out of the actions taken by the Parties in compliance with paragraphs 8.2, 8.3 and 8.6 shall be borne by:

8.7.1 the Supplier if the Breach of Security originates from the defeat of the Supplier's security controls or Information Assets and/or Authority Data is lost or corrupted whilst under the control of the Supplier or its Sub-contractor; or

8.7.2 the Authority if the Breach of Security originates from the defeat of the Authority's security controls or Information Assets and/or Authority Data is lost or corrupted whilst under the control of the Authority

and each Party shall bear its own costs in all other cases.

## 9. VULNERABILITIES AND CORRECTIVE ACTION

- 9.1 The Parties acknowledge that from time to time vulnerabilities in the ICT Environment and ISMS on system(s) under the control of the Supplier on which Information Assets and/or Authority Data are held will be discovered which, unless mitigated, will present an unacceptable risk to Information Assets and/or Authority Data.
- 9.2 The severity of any vulnerabilities shall be categorised by the Supplier as '*Critical*', '*Important*' and '*Other*' according to the agreed method in the ISMS and using any appropriate vulnerability scoring systems.
- 9.3 The Supplier shall procure the application of security patches to vulnerabilities categorised as '*Critical*' within 7 days of public release, vulnerabilities categorised as '*Important*' within 30 days of public release and vulnerabilities categorised as '*Other*' within 60 days of public release, except where:
- 9.3.1 the Supplier can demonstrate that a vulnerability is not exploitable within the context of the Services being provided, including where it resides in a software component which is not being used, provided that, where those vulnerabilities become exploitable, they are remedied by the Supplier within the timescales in paragraph 9.3;
- 9.3.2 the application of a security patch in respect of a vulnerability categorised as '*Critical*' or '*Important*' adversely affects the Supplier's ability to deliver the Services, in which case the Supplier shall be granted an extension to the timescales in paragraph 9.3 of 5 days, provided that the Supplier continues to follow any security patch test plan agreed with the Authority; or
- 9.3.3 the Authority agrees a different timescale after consultation with the Supplier in accordance with the processes defined in the ISMS.
- 9.4 The ISMS and the Security Plan shall include provision for the Supplier to upgrade software throughout the Term within 6 months of the release of the latest version unless:
- 9.4.1 upgrading such software reduces the level of mitigation for known threats, vulnerabilities or exploitation techniques, provided always that such software is upgraded by the Supplier within 12 months of release of the latest version; or
- 9.4.2 otherwise agreed with the Authority in writing.
- 9.5 The Supplier shall on system(s) under the control of the Supplier on which Information Assets and/or Authority Data are held:
- 9.5.1 implement a mechanism for receiving, analysing and acting upon threat information provided by GovCertUK, or any other competent central Government Body;
- 9.5.2 ensure that the ICT Environment (to the extent that this is within the control of the Supplier) is monitored to facilitate the detection of anomalous behaviour that would be indicative of system compromise;



9.5.3 ensure that it is knowledgeable about the latest trends in threat, vulnerability and exploitation that are relevant to the ICT Environment (to the extent that this is within the control of the Supplier) by actively monitoring the threat landscape during the Term;

9.5.4 pro-actively scan the ICT Environment (to the extent that this is within the control of the Supplier) for vulnerable components and address discovered vulnerabilities through the processes described in the ISMS;

9.5.5 from the Commencement Date and within 5 Working Days of the end of each subsequent month during the Term provide a report to the Authority detailing both patched and outstanding vulnerabilities in the ICT Environment (to the extent that this is within the control of the Supplier) and any elapsed time between the public release date of patches and either the time of application or, for outstanding vulnerabilities, the time of issue of such report;

9.5.6 propose interim mitigation measures in respect of any vulnerabilities in the ICT Environment (to the extent this is within the control of the Supplier) known to be exploitable where a security patch is not immediately available;

9.5.7 remove or disable any extraneous interfaces, services or capabilities that are no longer needed for the provision of the Services (in order to reduce the attack surface of the ICT Environment to the extent this is within the control of the Supplier); and

9.5.8 inform the Authority when it becomes aware of any new threat, vulnerability or exploitation technique that has the potential to affect the security of the IT Environment (to the extent this is within the control of the Supplier) and provide initial indications of possible mitigations.

9.6 If the Supplier is unlikely to be able to mitigate any vulnerability within the timescales in paragraph 9.3, the Supplier shall notify the Authority immediately.

9.7 Any failure by the Supplier to comply with paragraph 9.3 shall constitute a material Default.

## **10. SUB-CONTRACTS**

10.1 The Supplier shall ensure that all Sub-Contracts with Sub-Contractors who have access to Information Assets and/or Authority Data contain equivalent provisions in relation to information assurance and security that are no less onerous than those imposed on the Supplier under the Contract.

# ANNEX 1 – BASELINE SECURITY REQUIREMENTS

## 1 Security Classifications and Controls

- 1.1 The Supplier shall, unless otherwise Approved in accordance with paragraph 6.2 of this Annex 1, only have access to and handle Information Assets and Authority Data that are classified under the Government Security Classifications Scheme as OFFICIAL.
- 1.2 There may be a specific requirement for the Supplier in some instances on a limited 'need to know basis' to have access to and handle Information Assets and Authority Data that are classified as 'OFFICIAL-SENSITIVE.'
- 1.3 The Supplier shall apply the minimum-security controls required for OFFICIAL information and OFFICIAL-SENSITIVE information as described in Cabinet Office guidance, currently at:  
<https://www.gov.uk/government/publications/government-security-classifications>
- 1.4 The Supplier shall be able to demonstrate to the Authority and any accreditor that it has taken into account the "Technical Controls Summary" for OFFICIAL (in the above guidance) in designing and implementing the security controls in the Supplier System, which shall be subject to assurance and accreditation to Government standards.
- 1.5 Additional controls may be required by the Authority and any accreditor where there are aspects of data aggregation.

## 2 End User Devices

- 2.1 Authority Data shall, wherever possible, be held and accessed on paper or in the ICT Environment on secure premises and not on removable media (including laptops, removable discs, CD-ROMs, USB memory sticks, PDAs and media card formats) without Approval. If Approval is sought to hold and access data by other means, the Supplier shall consider the second-best option and third best option below and record the reasons why a particular approach should be adopted when seeking Approval:
  - 2.1.1 second best option means: secure remote access so that data can be viewed or amended over the internet without being permanently stored on the remote device, using products meeting the FIPS 140-3 standard or equivalent, unless Approved;
  - 2.1.2 third best option means: secure transfer of Authority Data to a remote device at a secure site on which it will be permanently stored, in which case the Authority Data and any links to it shall be protected at least to the FIPS 140-3 standard or equivalent, unless otherwise Approved, and noting that protectively marked Authority Data must not be stored on privately owned devices unless they are protected in this way.
- 2.2 The right to transfer Authority Data to a remote device should be carefully considered and strictly limited to ensure that it is only provided where absolutely necessary and shall be subject to monitoring by the Supplier and Authority.
- 2.3 Unless otherwise Approved, when Authority Data resides on a mobile, removable or physically uncontrolled device, it shall be:

2.3.1 the minimum amount that is necessary to achieve the intended purpose and should be anonymised if possible;

2.3.2 stored in an encrypted form meeting the FIPS 140-3 standard or equivalent and using a product or system component which has been formally assured through a recognised certification process of CESG to at least Foundation Grade, for example, under the CESG Commercial Product Assurance scheme (“**CPA**”) or equivalent, unless otherwise Approved;

2.3.3 protected by an authentication mechanism, such as a password; and

2.3.4 have up to date software patches, anti-virus software and other applicable security controls to meet the requirements of this Schedule 6.

2.4 Devices used to access or manage Authority Data shall be under the management authority of the Supplier and have a minimum set of security policy configurations enforced. Unless otherwise Approved, all Supplier devices shall satisfy the security requirements set out in the Center for Internet Security (CIS) Critical Security Controls or equivalent.

2.5 Where the CESG Guidance highlights shortcomings in a particular platform the Supplier may wish to use, then these should be discussed with the Authority and a joint decision shall be taken on whether the residual risks are acceptable. If the Supplier wishes to deviate from the CESG Guidance, this should be agreed in writing with the Authority on a case by case basis.

### **3 Data Storage, Processing, Management, Transfer and Destruction**

3.1 The Parties recognise the need for Authority Data to be safeguarded and for compliance with the Data Protection Legislation. To that end, the Supplier shall inform the Authority the location within the United Kingdom where Authority Data is stored, processed and managed. The import and export of Authority Data from the Supplier System must be strictly controlled and recorded.

3.2 The Supplier shall inform the Authority of any changes to the location within the United Kingdom where Authority Data is stored, processed and managed and shall not transmit, store, process or manage Authority Data outside of the United Kingdom without Approval which shall not be unreasonably withheld or delayed provided that the transmission, storage, processing and management of Authority Data offshore is within:

3.2.1 the EEA; or

3.2.2 another country or territory outside the EEA if that country or territory ensures an adequate level of protection by reason of its domestic law or of the international commitments it has entered into which have been defined as adequate by the European commission.

3.3 The Supplier System shall support the requirement of the Authority to comply with Government policy and Cabinet Office guidance on Offshoring

by assessing, as required, any additional security risks associated with the storage, processing and/or transmission of any data and/or information offshore, including by an offshore Supplier (which may include the use of ‘landed resources’), taking account of European Union requirements to confirm the ‘adequacy’ of protection of Personal Data in the

countries where storage, processing and/or transmission occurs. No element of the Supplier System may be off-shored without Approval.

3.4 The Supplier shall ensure that the Supplier System provides internal processing controls between security domains to prevent the unauthorised high domain exporting of Authority Data to the low domain if there is a requirement to pass data between different security domains.

3.5 The Supplier shall ensure that any electronic transfer of Authority Data:

for 3.5.1 protects the confidentiality of the Authority during transfer through encryption suitable the impact level of the data;

3.5.2 maintains the integrity of the Authority Data during both transfer and loading into the receiving system through suitable technical controls for the impact level of the data; and

3.5.3 prevents the repudiation of receipt through accounting and auditing.

3.6 The Supplier shall:

3.6.1 protect Authority Data, including Personal Data, whose release or loss could cause harm or distress to individuals and ensure that this is handled as if it were confidential while it is stored and/or processed;

3.6.2 ensure that any OFFICIAL-SENSITIVE information, including Personal Data is encrypted in transit and when at rest when stored away from the Supplier's controlled environment;

3.6.3 on demand, provide the Authority with all Authority Data in an agreed open format;

3.6.4 have documented processes to guarantee availability of Authority Data if it ceases to trade;

3.6.5 securely destroy all media that has held Authority Data at the end of life of that media in accordance with any requirements in the Contract and, in the absence of any such requirements, in accordance with Good Industry Practice;

3.6.6 securely erase any or all Authority Data held by the Supplier when requested to do so by the Authority;

3.6.7 ensure that all material used for storage of Confidential Information is subject to controlled disposal and the Supplier shall:

3.6.7.1 destroy paper records containing Personal Data by incineration, pulping or shredding so that reconstruction is unlikely; and

3.6.7.2 dispose of electronic media that was used for the processing or storage of Personal Data through secure destruction, overwriting, erasure or degaussing for re-use.

## **4 Networking**

- 4.1 Any Authority Data transmitted over any public network (including the Internet, mobile networks or un-protected enterprise network) or to a mobile device shall be encrypted using a product or system component which has been formally assured through a certification process recognised by CESG, to at least Foundation Grade, for example, under CPA or through the use of Public Sector Network ("**PSN**") compliant encrypted networking services or equivalent unless none are available in which case the Supplier shall agree the solution with the Authority.
- 4.2 The Supplier shall ensure that the configuration and use of all networking equipment in relation to the provision of the Services, including equipment that is located in secure physical locations, shall be at least compliant with Good Industry Practice.
- 4.3 The Supplier shall ensure that the ICT Environment (to the extent this is within the control of the Supplier) contains controls to maintain separation between the PSN and internet connections if used.

## **5 Security Architectures**

- 5.1 When designing and configuring the ICT Environment (to the extent that this is within the control of the Supplier) the Supplier shall follow Good Industry Practice and seek guidance from recognised security professionals with the appropriate skills and/or those with a CESG Certified Professional certification or equivalent for all bespoke or complex components.
- 5.2 The Supplier shall provide to the Authority and any accreditor sufficient design documentation detailing the security architecture of the ICT Environment and data transfer mechanism to support the Authority's and any accreditor's assurance that this is appropriate, secure and compliant with the Authority's requirements.
- 5.3 The Supplier shall apply the '*principle of least privilege*' (the practice of limiting systems, processes and user access to the minimum possible level) to the design and configuration of the ICT Environment used for the storage, processing and management of Authority Data. Users should only be granted the minimum necessary permissions to access Information Assets and Authority Data and must be automatically logged out of the Supplier System if an account or session is inactive for more than 15 minutes.

## **6 Digital Continuity**

- 6.1 The Supplier shall ensure that each Information Asset is held in an appropriate format that is capable of being updated from time to time to enable the Information Asset to be retrieved, accessed, used and transferred to the Authority, including in accordance with any information handling procedures set out in the Information Security Policy Framework or its replacements.

## **7 Personnel Vetting and Security**

- 7.1 All Staff shall be subject to pre-employment checks that include, as a minimum, their employment history for at least the last 3 years, identity, unspent criminal convictions and right to work (including nationality and immigration status) and shall be vetted in accordance with:
  - 7.1.1 the BPSS or BS7858 or equivalent; and

7.1.2 PSI 07/2014, if applicable, based on their level of access to Information Assets and/or Authority Data.

- 7.2 If the Authority agrees that it is necessary for any Staff to have logical or physical access to Information Assets and/or Authority Data classified at a higher level than OFFICIAL (such as that requiring 'SC' clearance), the Supplier shall obtain the specific Government clearances that are required for access to such Information Assets and/or Authority Data.
- 7.3 The Supplier shall prevent Staff who are unable to obtain the required security clearances from accessing Information Assets and/or Authority Data and/or the ICT Environment used to store, process and/or manage such Information Assets or Authority Data.
- 7.4 The Supplier shall procure that all Staff comply with the Security Policy Framework and principles, obligations and policy priorities stated therein, including requirements to manage and report all security risks in relation to the provision of the Services.
- 7.5 The Supplier shall ensure that Staff who can access Information Assets and/or Authority Data and/or the ICT Environment are aware of their responsibilities when handling such information and data and undergo regular training on secure information management principles. Unless otherwise Approved, this training must be undertaken annually.
- 7.6 If the Supplier grants Staff access to Information Assets and/or Authority Data, those individuals shall be granted only such levels of access and permissions that are necessary for them to carry out their duties. Once Staff no longer require such levels of access or permissions or leave the organisation, their access rights shall be changed or revoked (as applicable) within one Working Day.

## **8 Identity, Authentication and Access Control**

- 8.1 The Supplier shall operate a robust role-based access control regime, including network controls, to ensure all users and administrators of and those maintaining the ICT Environment are uniquely identified and authenticated when accessing or administering the ICT Environment to prevent unauthorised users from gaining access to Information Assets and/or Authority Data. Applying the '*principle of least privilege*', users and administrators and those responsible for maintenance shall be allowed access only to those parts of the ICT Environment they require. The Supplier shall retain an audit record of accesses and users and disclose this to the Authority upon request.
- 8.2 The Supplier shall ensure that Staff who use the Authority System actively confirm annually their acceptance of the Authority's acceptable use policy.

## **9 Physical Media**

- 9.1 The Supplier shall ensure that all:
  - 9.1.1 OFFICIAL information is afforded physical protection from internal, external and environmental threats commensurate with the value to the Authority of that information;
  - 9.1.2 physical components of the Supplier System are kept in secure accommodation which conforms to the Security Policy Framework and CESG standards and guidance or equivalent;

- 9.1.3 physical media holding OFFICIAL information is handled in accordance with the Security Policy Framework and CESC standards and guidance or equivalent; and
- 9.1.4 Information Assets and Authority Data held on paper are:
  - 9.1.4.1 kept secure at all times, locked away when not in use on the premises on which they are held and secured and are segregated if the Supplier is co-locating with the Authority; and
  - 9.1.4.2 only transferred by an approved secure form of transfer with confirmation of receipt obtained.

## **10 Audit and Monitoring**

- 10.1 The Supplier shall implement effective monitoring of its information assurance and security obligations in accordance with Government standards and where appropriate , in accordance with CESC Good Practice Guide 13 – Protective Monitoring or equivalent on system(s) under the control of the Supplier on which Information Assets and/or Authority Data are held.
- 10.2 The Supplier shall collect audit records which relate to security events in the ICT Environment (where this is within the control of the Supplier), including those that would support the analysis of potential and actual compromises. In order to facilitate effective monitoring and forensic readiness, such Supplier audit records shall include:
  - 10.2.1 logs to facilitate the identification of the specific asset which makes every outbound request external to the ICT Environment (to the extent it is within the control of the Supplier). To the extent, the design of the ICT Environment allows, such logs shall include those from DHCP servers, HTTP/HTTPS proxy servers, firewalls and routers;
  - 10.2.2 regular reports and alerts giving details of access by users of the ICT Environment (to the extent that it is within the control of the Supplier) to enable the identification of changing access trends any unusual patterns of usage and/or accounts accessing higher than average amounts of Authority Data; and
  - 10.2.3 security events generated in the ICT Environment (to the extent it is within the control of the Supplier) including account logon and logoff events, start and end of remote access sessions, security alerts from desktops and server operating systems and security alerts from third party security software.
- 10.3 The Parties shall work together to establish any additional audit and monitoring requirements for the ICT Environment.
- 10.4 The Supplier shall retain audit records collected in compliance with paragraph 10.1 for at least 6 months.

## SCHEDULE 7 - PRISONS

### ACCESS TO PRISONS

- 1 If Staff are required to have a pass for admission to an Authority Premises which is a prison, (a “**Prison**”) the Authority shall, subject to satisfactory completion of approval procedures, arrange for passes to be issued. Any member of the Staff who cannot produce a proper pass when required to do so by any member of the Authority’s personnel, or who contravenes any conditions on the basis of which a pass was issued, may be refused admission to a Prison or be required to leave a Prison if already there.
- 2 Staff shall promptly return any pass if at any time the Authority so requires or if the person to whom the pass was issued ceases to be involved in the performance of the Services. The Supplier shall promptly return all passes on expiry or termination of the Contract.
- 3 Staff attending a Prison may be subject to search at any time. Strip searches shall be carried out only on the specific authority of the Authority under the same rules and conditions applying to the Authority’s personnel. The Supplier is referred to Rule 71 of Part IV of the Prison Rules 1999 as amended by the Prison (Amendment) Rules 2005 and Rule 75 of Part IV of the Young Offender Institution Rules 2000 as amended by the Young Offender Institution (Amendment) Rules 2005.
- 4 Searches shall be conducted only on the specific authority of the Authority under the same rules and conditions applying to the Authority’s personnel and/or visitors. The Supplier is referred to Section 8 of the Prison Act 1952, Rule 64 of the Prison Rules 1999 and PSI 07/2016.

### SECURITY

- 5 Whilst at Prisons Staff shall comply with all security measures implemented by the Authority in respect of staff and other persons attending Prisons. The Authority shall provide copies of its written security procedures to Staff on request. The Supplier and all Staff are prohibited from taking any photographs at Prisons unless they have Approval and the Authority’s representative is present so as to have full control over the subject matter of each photograph to be taken. No such photograph shall be published or otherwise circulated without Approval.
- 6 The Authority may search vehicles used by the Supplier or Staff at Prisons.
- 7 The Supplier and Staff shall co-operate with any investigation relating to security which is carried out by the Authority or by any person who is responsible for security matters on the Authority’s behalf, and when required by the Authority shall:
  - 7.1 take all reasonable measures to make available for interview by the Authority any members of Staff identified by the Authority, or by a person who is responsible for security matters, for the purposes of the investigation. Staff may be accompanied by and be advised or represented by another person whose attendance at the interview is acceptable to the Authority; and
  - 7.2 subject to any legal restriction on their disclosure, provide all documents, records or other material of any kind and in whatever form which may be reasonably required by



the Authority, or by a person who is responsible for security matters on the Authority's behalf, for the purposes of investigation as long as the provision of that material does not prevent the Supplier from performing the Services. The Authority may retain any such material for use in connection with the investigation and, as far as possible, may provide the Supplier with a copy of any material retained.

## **OFFENCES AND AUTHORISATION**

- 8 In providing the Services the Supplier shall comply with PSI 10/2012 (Conveyance and Possession of Prohibited Items and Other Related Offences) and other applicable provisions relating to security as published by the Authority from time to time.
- 9 Nothing in the Contract is deemed to provide any "authorisation" to the Supplier in respect of any provision of the Prison Act 1952, Offender Management Act 2007, Crime and Security Act 2010, Serious Crime Act 2015 or other relevant legislation.

## SCHEDULE 8 – STATUTORY OBLIGATIONS AND CORPORATE SOCIAL RESPONSIBILITY

### 1 What the Authority expects from the Supplier

- 1.1 Her Majesty's Government's Supplier Code of Conduct (the "**Code**") sets out the standards and behaviours expected of suppliers who work with government. The Code can be found online at:

[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/779660/20190220-Supplier\\_Code\\_of\\_Conduct.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf)

- 1.2 The Supplier shall, and shall procure that its Sub-Contractors shall:

- 1.2.1 comply with its legal obligations, in particular those in Part 1 of this Schedule 8, and meet the standards set out in the Code as a minimum; and
- 1.2.2 use reasonable endeavours to comply with the standards in Part 2 of this Schedule 8.

### PART 1 Statutory Obligations

#### 2 Equality and Accessibility

- 2.1 The Supplier shall:

- (a) perform its obligations under the Contract in accordance with:
  - i) all applicable equality Law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy maternity or otherwise);
  - ii) the Authority's equality, diversity and inclusion policy as given to the Supplier from time to time;
  - iii) any other requirements and instructions which the Authority reasonably imposes regarding any equality obligations imposed on the Authority at any time under applicable equality law; and
- (b) take all necessary steps and inform the Authority of the steps taken to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation).

#### 3 Modern Slavery

- 3.1 The Supplier shall, and procure that each of its Sub-Contractors shall, comply with:

- (a) the MSA; and
- (b) the Authority's anti-slavery policy as provided to the Supplier from time to time ("**Anti-slavery Policy**").

3.2 The Supplier shall:

- (a) implement due diligence procedures for its Sub-Contractors and other participants in its supply chains, to ensure that there is no slavery or trafficking in its supply chains;
- (b) respond promptly to all slavery and trafficking due diligence questionnaires issued to it by the Authority from time to time and shall ensure that its responses to all such questionnaires are complete and accurate;
- (c) prepare and deliver to the Authority each year, an annual slavery and trafficking report setting out the steps it has taken to ensure that slavery and trafficking is not taking place in any of its supply chains or in any part of its business;
- (d) maintain a complete set of records to trace the supply chain of all Services provided to the Authority regarding the Contract;
- (e) report the discovery or suspicion of any slavery or trafficking by it or its Sub-Contractors to the Authority and to the Modern Slavery Helpline; and
- (f) implement a system of training for its employees to ensure compliance with the MSA.

3.3 The Supplier represents, warrants and undertakes throughout the Term that:

- (a) it conducts its business in a manner consistent with all applicable laws, regulations and codes including the MSA and all analogous legislation in place in any part of the world;
- (b) its responses to all slavery and trafficking due diligence questionnaires issued to it by the Authority from time to time are complete and accurate; and
- (c) neither the Supplier nor any of its Sub-Contractors, nor any other persons associated with it:
  - i) has been convicted of any offence involving slavery and trafficking; or
  - ii) has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence regarding slavery and trafficking.

3.4 The Supplier shall notify the Authority as soon as it becomes aware of:

- (a) any breach, or potential breach, of the Anti-Slavery Policy; or
- (b) any actual or suspected slavery or trafficking in a supply chain which relates to the Contract.

3.5 If the Supplier notifies the Authority pursuant to paragraph 3.4 of this Schedule 8, it shall respond promptly to the Authority's enquiries, co-operate with any investigation, and allow the Authority to audit any books, records and/or any other relevant documentation in accordance with the Contract.

3.6 If the Supplier is in Default under paragraphs 3.2 or 3.3 of this Schedule 8 the Authority may by notice:

- (a) require the Supplier to remove from performance of the Contract any Sub-Contractor, Staff or other persons associated with it whose acts or omissions have caused the Default; or
- (b) immediately terminate the Contract.

#### **4 Income Security**

4.1 The Supplier shall:

- (a) ensure that all pay and benefits paid for a standard working week meet, at least, national legal standards in the country of employment;
- (b) provide all Staff with written and readily understandable information about their employment conditions in respect of pay before they enter employment and about their pay for the pay period concerned each time that they are paid;
- (c) not make deductions from pay:
  - (i) as a disciplinary measure;
  - (ii) except where permitted by Law and the terms of the employment contract; and
  - (iii) without express permission of the person concerned
- (d) record all disciplinary measures taken against Staff.

#### **5 Working Hours**

5.1 The Supplier shall ensure that:

- (a) the working hours of Staff comply with the Law, and any collective agreements;
- (b) the working hours of Staff, excluding overtime, is defined by contract, do not exceed 48 hours per week unless the individual has agreed in writing, and that any such agreement is in accordance with the Law;
- (c) overtime is used responsibly, considering:
  - (i) the extent;
  - (ii) frequency; and
  - (iii) hours worked;
- (d) the total hours worked in any seven-day period shall not exceed 60 hours, except where covered by paragraph 5.1 (e);

- (e) working hours do not exceed 60 hours in any seven-day period unless:
  - (i) it is allowed by Law;
  - (ii) it is allowed by a collective agreement freely negotiated with a worker's organisation representing a significant portion of the workforce;
  - (iii) appropriate safeguards are taken to protect the workers' health and safety; and
  - (iv) the Supplier can demonstrate that exceptional circumstances apply such as during unexpected production peaks, accidents or emergencies;
- (f) all Supplier Staff are provided with at least:
  - (i) 1 day off in every 7-day period; or
  - (ii) where allowed by Law, 2 days off in every 14-day period.

## **6 Right to Work**

### **6.1 The Supplier shall:**

- (a) ensure that all Staff, are employed on the condition that they are permitted to work in the UK, and;
- (b) notify the authority immediately if an employee is not permitted to work in the UK.

## **7 Health and Safety**

### **7.1 The Supplier shall perform its obligations under the Contract in accordance with:**

- (a) all applicable Law regarding health and safety; and
- (b) the Authority's Health and Safety Policy while at the Authority's Premises.

### **7.2 Each Party shall notify the other as soon as practicable of any health and safety incidents or material health and safety hazards at the Authority's Premises of which it becomes aware and which relate to or arise in connection with the performance of the Contract. The Supplier shall instruct Staff to adopt any necessary safety measures in order to manage the risk.**

## **8. Welsh Language Requirements**

### **8.1 The Supplier shall comply with the Welsh Language Act 1993 and the Welsh Language Scheme as if it were the Authority to the extent that the same relate to the provision of the Services.**

## **9 Fraud and Bribery**

### **9.1 The Supplier represents and warrants that neither it, nor to the best of its knowledge any Staff, have at any time prior to the Commencement Date:**

- (a) committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or
- (b) been listed by any Government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in Government procurement programmes or contracts on the grounds of a Prohibited Act.

9.2 The Supplier shall not during the Term:

- (a) commit a Prohibited Act; and/or
- (b) do or suffer anything to be done which would cause the Authority or any of its employees, consultants, contractors, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.

9.3 The Supplier shall, during the Term:

- (a) establish, maintain and enforce, and require that its Sub-Contractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act;
- (b) have in place reasonable prevention measures (as defined in section 45(3) and 46(4) of the Criminal Finance Act 2017) to ensure that Associated Persons of the Supplier do not commit tax evasion facilitation offences as defined under that Act;
- (c) keep appropriate records of its compliance with its obligations under paragraph 9.3 (a) and 9.3 (b) and make such records available to the Authority on request; and
- (d) take account of any guidance about preventing facilitation of tax evasion offences which may be published and updated in accordance with section 47 of the Criminal Finances Act 2017

9.4 The Supplier shall immediately notify the Authority in writing if it becomes aware of any breach of paragraphs 9.1 and/or 9.2, or has reason to believe that it has or any of the Staff have:

- (a) been subject to an investigation or prosecution which relates to an alleged Prohibited Act;
- (b) been listed by any Government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in Government procurement programmes or contracts on the grounds of a Prohibited Act; and/or
- (c) received a request or demand for any undue financial or other advantage of any kind in connection with the performance

of the Contract or otherwise suspects that any person directly or indirectly connected with the Contract has committed or attempted to commit a Prohibited Act.

- 9.5 If the Supplier notifies the Authority pursuant to paragraph 9.4, the Supplier shall respond promptly to the Authority's enquiries, co-operate with any investigation, and allow the Authority to Audit any books, records and/or any other relevant documentation.
- 9.6 If the Supplier is in Default under paragraphs 9.1 and/or 9.2, the Authority may by notice:
- (a) require the Supplier to remove from performance of the Contract any Staff whose acts or omissions have caused the Default; or
  - (b) immediately terminate the Contract.
- 9.7 Any notice served by the Authority under paragraph 9.6 shall specify the nature of the Prohibited Act, the identity of the party who the Authority believes has committed the Prohibited Act and the action that the Authority has taken (including, where relevant, the date on which the Contract terminates).

## **PART 2 Corporate Social Responsibility**

### **10 Zero Hours Contracts**

- 10.1 Any reference to zero hours contracts, for the purposes of this Contract, means as they relate to employees or workers and not those who are genuinely self-employed and undertaking work on a zero hours arrangement.
- 10.2 When offering zero hours contracts, the Supplier shall consider and be clear in its communications with its employees and workers about:
- (a) whether an individual is an employee or worker and what statutory and other rights they have;
  - (b) the process by which work will be offered and assurance that they are not obliged to accept work on every occasion; and
  - (c) how the individual's contract will terminate, for example, at the end of each work task or with notice given by either party.

### **11 Sustainability**

- 11.1 The Supplier shall:
- (a) comply with the applicable Government Buying Standards;
  - (b) provide, from time to time, in a format reasonably required by the Authority, reports on the environmental effects of providing the Goods and Services;
  - (c) maintain ISO 14001 or BS 8555 or an equivalent standard intended to manage its environmental responsibilities; and
  - (b) perform its obligations under the Contract in a way that:
    - (i) supports the Authority's achievement of the Greening Government Commitments;

- (ii) conserves energy, water, wood, paper and other resources;
- (iii) reduces waste and avoids the use of ozone depleting substances; and
- (iv) minimises the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.



## SCHEDULE 9 – DATA PROCESSING

1. The contact details of the Authority's Data Protection Officer are: data.compliance@justice.gov.uk **or** Data Protection Officer, 102 Petty France, London, SW1H 9AJ.
2. The contact details of the Supplier's Data Protection Officer are: gdpr@aramark.com
3. The Supplier shall comply with any further written instructions with respect to processing by the Authority.
4. Any such further instructions shall be incorporated into this Schedule 9.

Description	Details
Subject matter of the processing	The processing is needed to ensure the Service Provider can deliver the prison catering services, which, for the Customer's purpose will ensure the smooth running of the services at four prison premises.
Duration of the processing	From the start of the mobilisation period until the expiry of the contract (03/10/2022 – 03/01/2026).
Nature and purposes of the processing	The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) for purposes limited to the performance of the Service Provider's obligations under and in accordance with the terms of this Contract.
Type of Personal Data being Processed	Prison information including; name, date of birth, age, prisoner number, special diet information including medical report information and religious information.
Categories of Data Subject	Prisoner data
Plan for return and destruction of the data once the processing is complete  Unless requirement under union or member state law to preserve that type of data	The Service Provider will ensure that there is an effective policy to control access to computerised data and to prevent unauthorised access at all times. On termination of this contract, all relevant documentation and records will be transferred back to the Customer or to any new provider of the services, which is applicable. Any such transfer of these records will be conducted in accordance with the requirements of the Data Protection Legislation. Notwithstanding the above, the Service Provider shall either return or destroy the Personal Data upon the expiration of the Contract (unless otherwise advised by the Customer).

## SCHEDULE 10 – Rectification Plan

Request for [Revised] Rectification Plan			
Details of the Default:	[Guidance: Explain the Default, with clear schedule and clause references as appropriate]		
Deadline for receiving the [Revised] Rectification Plan:	[DATE, (minimum 10 days from request)]		
Signed by [Authority]:		Date:	
Supplier [Revised] Rectification Plan			
Cause of the Default			
Anticipated impact assessment:			
Actual effect of Default:	[                      ]		
Steps to be taken to rectification:	<b>Steps</b>	<b>Timescale</b>	
	1.	[date]	
	2.	[date]	
	3.	[date]	
	4.	[date]	
	[...]	[date]	
Timescale for complete Rectification of Default	[X] Working Days		
Steps taken to prevent recurrence of Default	<b>Steps</b>	<b>Timescale</b>	
	1.	[date]	
	2.	[date]	
	3.	[date]	
	4.	[date]	
	[...]	[date]	
Signed by the Supplier:		Date:	
Review of Rectification Plan [Authority]			
Outcome of review	Plan Accepted] [Plan Rejected] [Revised Plan Requested]		
Reasons for Rejection (if applicable)	[Authority must state why the plan is being rejected] [e.g. timescales are too lengthy]		
Signed by the [Authority]		Date:	

## **SCHEDULE 11 – EXIT MANAGEMENT**

### **1 DEFINITIONS**

1.1 In this Schedule, the following definitions shall apply:

“Exit Plan” means the exit management plan developed by the Supplier and approved by the Authority in accordance with paragraph 1 of this Schedule.

### **2. EXIT PLAN**

2.1 The Supplier shall no later than six months prior to the second anniversary of the Commencement Date, deliver to the Authority an Exit Plan which complies with the requirements set out in paragraph 1.3 of this Schedule and is otherwise reasonably satisfactory to the Authority. Notwithstanding this paragraph 1.1, the Authority may upon reasonable notice require specifics further to that set out at paragraph 1.3 to be provided by the Supplier and included within the Exit Plan.

2.2 NOT USED

2.3 The Authority shall review the Exit Plan and shall either

- a) Reject the Exit plan giving reasons or
- b) Accept the Exit Plan

2.4 Where the Exit Plan is rejected the Authority shall

- a) Give reasonable grounds for its decision and
- b) Request the Supplier provides a revised Exit Plan within 14 Working Days

2.5 Only if (by notification to the Supplier in writing) the Authority agrees with a draft Exit Plan provided by the Supplier under paragraph 1.1 shall that draft become the Exit Plan for this Contract.

2.6 The Exit Plan shall set out, as a minimum:

- 2.6.1 a detailed description of both the transfer and cessation processes, including a timetable;
- 2.6.2 how the Services will transfer to the Replacement Supplier;
- 2.6.3 details of any contracts which will be available for transfer to the Replacement Supplier upon the End Date together with any reasonable costs required to effect such transfer;
- 2.6.4 proposals for the training of key members of the Replacement Supplier's staff in connection with the continuation of the provision of the Services following the End Date;

- 2.6.5 proposals for providing the Authority or a Replacement Supplier copies of all documentation relating to the use and operation of the Services and required for their continued use;
  - 2.6.6 proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Services;
  - 2.6.7 proposals for the identification and return of all Authority property in the possession of and/or control of the Supplier or any third party;
  - 2.6.8 proposals for the disposal of any redundant deliverables and materials;
  - 2.6.9 any other information or assistance reasonably required by the Authority or a Replacement Supplier; and
  - 2.6.10 be maintained by the Supplier at all times, for the purpose of ensuring that the Exit Plan remains valid and correct during its period of operation. The Supplier shall make such amendments deemed necessary by either Party within a reasonable timeframe and submit these amendments to the Authority for approval.
- 2.7 A version of an Exit Plan agreed between the parties shall not be superseded by any draft submitted by the Supplier.
- 2.8 The Supplier is hereby reminded of its obligations in relation to data retention and protection elsewhere in this Contract. The Supplier also recognises that its obligations within this Schedule 11 do not supersede, extinguish or otherwise amend any such obligations.

## SCHEDULE 12 – RESOURCE LEVELS

Birmingham Prisoner Catering - Labour Costs Breakdown			
Position	Total Costs	No. of Full Time Employees (FTE)	FTE Total Costs
General Manager			
Kitchen Manager			
Training/Resettlement Manager			
Head Chef			
Chef Supervisor			
Chef Supervisor			
Chef Supervisor			
Head Chef			
Chef Supervisor			
Chef Supervisor			
Chef Supervisor			
Support Chef			
Stores Person			

Bullington Prisoner Catering – Labour Costs Breakdown			
Position	Total Costs	No. of Full Time Employees (FTE)	FTE Total Costs
General Manager			
Kitchen Manager			
Head Chef			
Chef de Partie			
Chef Supervisor			
Head Chef			
Chef de Partie			
Chef Supervisor			
Stores Person			

## **Schedule 13 – Business Continuity and Disaster recovery**

### **1.1 SECTION 1 OF THE BCDR PLAN - GENERAL PRINCIPLES**

- 1.1.1 set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;
- 1.1.2 provide details of how the invocation of any element of the BCDR Plan may impact upon the provision of the Service provided to the Authority by a Related Supplier;
- 1.1.3 contain an obligation upon the Supplier to liaise with the Authority and any Related Suppliers with respect to business continuity and disaster recovery;
- 1.1.4 detail how the BCDR Plan interoperates with any overarching disaster recovery or business continuity plan of the Authority and any of its other Related Suppliers in each case as notified to the Supplier by the Authority from time to time;
- 1.1.5 contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multiple channels;
- 1.1.6 contain a risk analysis, including:
  - 1.1.6.1 failure or disruption scenarios and assessments of likely frequency of occurrence;
  - 1.1.6.2 identification of any single points of failure within the provision of the Service and processes for managing those risks;
  - 1.1.6.3 identification of risks arising from the interaction of the provision of the Service with the goods and/or services provided by a Related Supplier; and
  - 1.1.6.4 a business impact analysis of different anticipated failures or disruptions;
- 1.1.7 provide for documentation of processes, including business processes, and procedures;
- 1.1.8 set out key contact details for the Supplier (and any Subcontractors) and for the Authority;
- 1.1.9 identify the procedures for reverting to "normal service";
- 1.1.10 set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to minimise data loss;
- 1.1.11 identify the responsibilities (if any) that the Authority has agreed it will assume in the event of the invocation of the BCDR Plan; and
- 1.1.12 provide for the provision of technical assistance to key contacts (including Related Suppliers) at the Authority's Premises as required by the Authority to inform decisions in support of the Authority's business continuity plans.

1.2 The BCDR Plan shall be designed so as to ensure that:

1.2.1.1 the Service is provided in accordance with this Contract at all times during and after the invocation of the BCDR Plan;

1.2.1.2 the adverse impact of any Disaster is minimised as far as reasonably possible;

1.2.2 it complies with the relevant provisions of ISO/IEC 27002; ISO22301/ISO22313 and all other industry standards from time to time in force; and

1.2.3 it details a process for the management of disaster recovery testing.

1.3 The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Services and the business operations.

1.4 The Supplier shall not be entitled to any relief from its obligations under the KPIs or to any increase in the Price to the extent that a Disaster occurs as a consequence of any breach by the Supplier of this Contract (including any failure by the Supplier to provide the Service).

## **2 SECTION 2 OF THE BCDR PLAN - BUSINESS CONTINUITY**

2.1 The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes remain supported and to ensure continuity of the business operations supported by the Services including:

2.1.1 the alternative processes, options and responsibilities that may be adopted in the event of a failure in or disruption to the provision of the Service; and

2.1.2 the steps to be taken by the Supplier upon resumption of the provision of Service in order to address the effect of the failure or disruption.

2.2 The Business Continuity Plan shall:

2.2.1 address the various possible levels of failures of or disruptions to the Service;

2.2.2 set out the goods and/or Services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Services;

2.2.3 specify any applicable KPIs with respect to the provision of the Service that may, as a result of the Business Continuity plan being implemented, be affected and which the Supplier may seek approval from the Authority for the relaxation of the KPIs in respect of the provision of the Services during any period of invocation of the Business Continuity Plan; and

2.2.4 set out the circumstances in which the Business Continuity Plan is invoked.

## **3 SECTION 3 OF THE BCDR PLAN - DISASTER RECOVERY**

3.1 The Disaster Recovery Plan (which shall be invoked only upon the occurrence of a Disaster) shall be designed to ensure that upon the occurrence of a Disaster the Supplier ensures continuity of

the business operations of the Authority supported by the Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.

3.2 The Supplier's BCDR Plan shall include an approach to business continuity and disaster recovery that addresses the following:

- 3.2.1 loss of access to the Authority's Premises;
- 3.2.2 loss of utilities to the Authority's Premises;
- 3.2.3 loss of the Supplier's helpdesk or Security Management System;
- 3.2.4 loss of a Subcontractor;
- 3.2.5 emergency notification and escalation process;
- 3.2.6 contact lists;
- 3.2.7 staff training and awareness;
- 3.2.8 BCDR Plan testing;
- 3.2.9 post implementation review process;
- 3.2.10 any applicable KPI with respect to the provision of the disaster recovery services and Services that may, as a result of the Disaster Recovery Plan being implemented, be affected and which the Supplier may seek approval from the Authority to relax in respect of the provision of other Services during any period of invocation of the Disaster Recovery Plan;
- 3.2.11 details of how the Supplier shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;
- 3.2.12 access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule; and
- 3.2.13 testing and management arrangements.

#### **4 REVIEW AND AMENDMENT OF THE BCDR PLAN**

4.1 The Supplier shall review the BCDR Plan:

- 4.1.1 on a regular basis and as a minimum once every six (6) Months;
- 4.1.2 within three (3) Months of the BCDR Plan (or any part) having been invoked pursuant to Paragraph 5; and
- 4.1.3 where the Authority requests in writing any additional reviews (over and above those provided for in Paragraphs 4.1.1 and 4.1.2 of this Schedule) whereupon the Supplier shall conduct such reviews in accordance with the Authority's written requirements. Prior to starting its review, the



Supplier shall provide an accurate written estimate of the total cost's payable by the Authority for the Authority's approval. The costs of both Parties of any such additional reviews shall be met by the Authority except that the Supplier shall not be entitled to charge the Authority for any costs that it may incur above any estimate without the Authority's prior written approval.

- 4.2 Each review of the BCDR Plan pursuant to Paragraph 4.1 shall assess its suitability having regard to any change to the Services or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR Plan, and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review shall be completed by the Supplier within such period as the Authority shall reasonably require.
- 4.3 The Supplier shall, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to the Authority a report (a "**Review Report**") setting out the Supplier's proposals (the "**Supplier's Proposals**") for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan.
- 4.4 Following receipt of the Review Report and the Supplier's Proposals, the Parties shall use reasonable endeavours to agree the Review Report and the Supplier's Proposals. If the Parties are unable to agree Review Report and the Supplier's Proposals within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 4.5 The Supplier shall as soon as is reasonably practicable after receiving the approval of the Supplier's Proposals effect any change in its practices or procedures necessary so as to give effect to the Supplier's Proposals. Any such change shall be at the Supplier's expense unless it can be reasonably shown that the changes are required because of a material change to the risk profile of the Service.

## **5 TESTING OF THE BCDR PLAN**

5.1 The Supplier shall test the BCDR Plan:

- 5.1.1 regularly and in any event not less than once in every Contract year;
- 5.1.2 in the event of any major reconfiguration of the Services; and
- 5.1.3 at any time where the Authority considers it necessary (acting in its sole discretion).

5.2 If the Authority requires an additional test of the BCDR Plan under paragraph 5.1.3, it shall give the Supplier written notice and the Supplier shall conduct the test in accordance with the Authority's requirements and the relevant provisions of the BCDR Plan. The Supplier's costs of the additional test shall be borne by the Authority unless the BCDR Plan fails the additional test in which case the Supplier's costs of that failed test shall be borne by the Supplier.

5.3 The Supplier shall undertake and manage testing of the BCDR Plan in full consultation with and under the supervision of the Authority and shall liaise with the Authority in respect of the planning,

performance, and review, of each test, and shall comply with the reasonable requirements of the Authority

5.4 The Supplier shall ensure that any use by it or any Subcontractor of "live" data in such testing is first approved with the Authority. Copies of live test data used in any such testing shall be (if so required by the Authority) destroyed or returned to the Authority on completion of the test.

5.5 The Supplier shall, within twenty (20) Working Days of the conclusion of each test, provide to the Authority a report setting out:

5.5.1 the outcome of the test;

5.5.2 any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and

5.5.3 the Supplier's proposals for remedying any such failures.

5.6 Following each test, the Supplier shall take all measures requested by the Authority to remedy any failures in the BCDR Plan and such remedial activity and re-testing shall be completed by the Supplier, at its own cost, by the date reasonably required by the Authority.

## **6 INVOCATION OF THE BCDR PLAN**

6.1 In the event of a complete loss of service or in the event of a Disaster, the Supplier shall immediately invoke the BCDR Plan (and shall inform the Authority promptly of such invocation). In all other instances the Supplier shall invoke or test the BCDR Plan only with the prior consent of the Authority.

6.2 The provisions of this Schedule 13 are without a prejudice to the rights of the Authority.

## **7 FORCE MAJEURE**

7.1 The Supplier will not be entitled to rely on the Force Majeure provisions, if the Supplier would not have been impacted by the Force Majeure event had it complied with the provisions of this Schedule 13 and the BDCR.

**IN WITNESS** of which the Contract is duly executed by the Parties on the date which appears at the head of page 1.

**SIGNED** for and on behalf of the Secretary of State for Justice

Signature: [REDACTED]

Name (block capitals): [REDACTED]

Position: [REDACTED]

Date: 18.04.2023

**SIGNED** for and on behalf of the Aramark Ltd

Signature: [REDACTED]

Name (block capitals): [REDACTED]

Position: [REDACTED]

Date: 18.04.2023