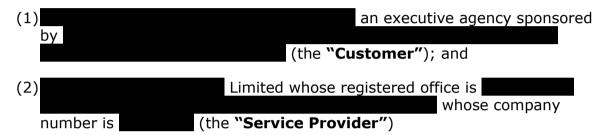
FRAMEWORK SCHEDULE 3 - FORM OF CONTRACT AND CALL-OFF TERMS

FORM OF CONTRACT

This contract is made on the 1st day of March

BETWEEN



WHEREAS the Customer wishes to have provided the following goods and/or services namely cash collection and cash & valuables in transit services pursuant to the ESPO Framework Agreement (reference 324F_24).

NOW IT IS AGREED THAT

- The Service Provider will provide the goods and/or services in accordance with the terms of the call-off contract (reference number 324F_24 and Contract Documents.
- 2. The Customer will pay the Service Provider the amount due in accordance with the terms of the call off agreement and the Contract Documents.
- 3. The following documents comprise the Contract Documents and shall be deemed to form and be read and construed as part of this agreement:
 - This Form of Contract
 - The Master Contract Schedule

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Guidance contained in this document is intended for use by ESPO employees; however, it is made available to ESPO customers. ESPO customers must seek their own legal advice as to the content and drafting of this document.

IN WITNESS OF the hands of the Parties or their duly authorised representatives:

This document relates to and forms part of the Call-Off Terms

(Document Reference [Appendix 2 - Call Off Terms)

MASTER CONTRACT SCHEDULE

(ESPO Framework Reference 324F_24)

1. TERM
Commencement Date
01/03/2025
Expiry Date
28/02/2026
Extension Period
12 Months
2. GOODS AND/OR SERVICES REQUIREMENTS
Service required
The service involves collecting cash (banknotes and coins) from and and It also includes the collection
of cash, cheques and other bankables from these sites and delivering them to the
Specification
Cash in Transit Specification
1.
1.1 The Authority has a requirement for a contract for the provision of collection of cash, i.e. banknotes and coins, from , and its delivery to
(collectively referred to in the remainder of this document as 'Sites', which are listed at Annex 1). Also, for the collection
of cash, cheques and other bankables from these Sites and its delivery to

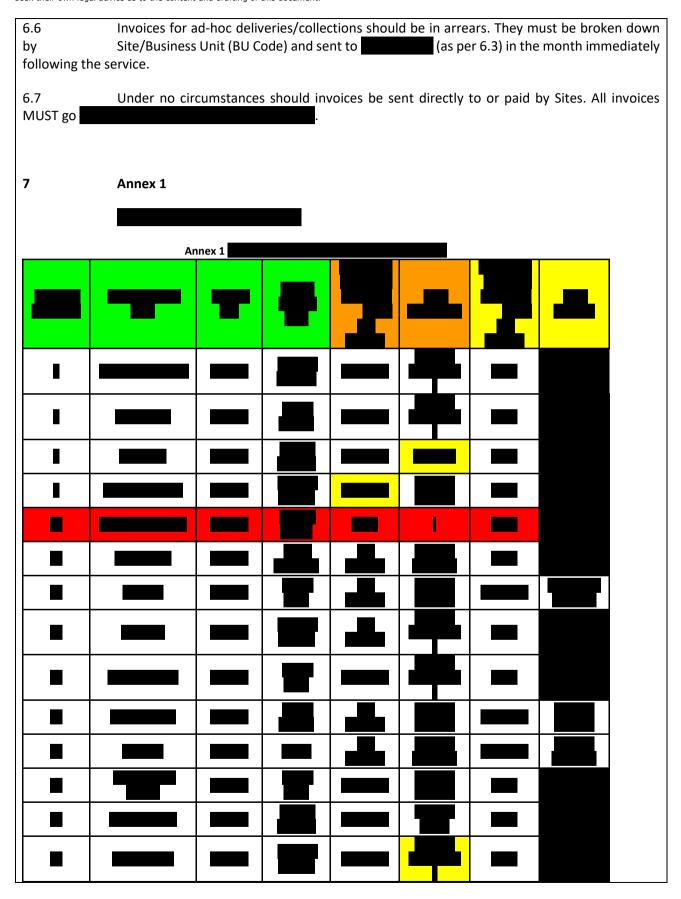
1.2	All correspondence between the Authority and the Contractor will take place via the							
1.3	The previous agreement for the provision of cash in transit expires in February 2025							
1.4 key be and	The Authority has brought all Cash in Transit requirements under one main contract, with departments covered as separate services within the main contract. These could not limited to:							
2	General Requirements							
2.1	There are two types of delivery and collection services required:							
2.2 (calendar mon	A scheduled service for regular deliveries and/or collections each week, fortnight or month th or 4-weekly), specifying the date and time slot the service is required.							
2.3	An ad-hoc service where 48 hours' notice is given to the Contractor.							
2.4 and the	The Site will specify which day of the week, fortnight or month they require their delivery time-of-day slot i.e. AM / PM that the delivery or collection must be made.							
2.5	There are two types of cash in transit services:							
2.5.1 consisting of	Cash-In-Transit Service (CIT) Refers to the service provided by the Contractor the collection of Containers from the Authority/Site(s) for forward transmission to in which the Contractor may carry several Containers from the collection point to the Contractor's transportation vehicle at any one							
time. A higher	level of security is attached to this arrangement.							
2.5.2 of the	Business Link Service (BL) Refers to the service provided by the Contractor consisting collection of Containers from the Authority/Site(s) for forward transmission to in which the Contractor carries only							
one time. A	Container from the collection point to the Contractor's transportation vehicle at any one lesser level of security is attached to this arrangement.							
2.5.3 be placed.	Container(s) means any bag, box or other portable container into which any Valuables may							

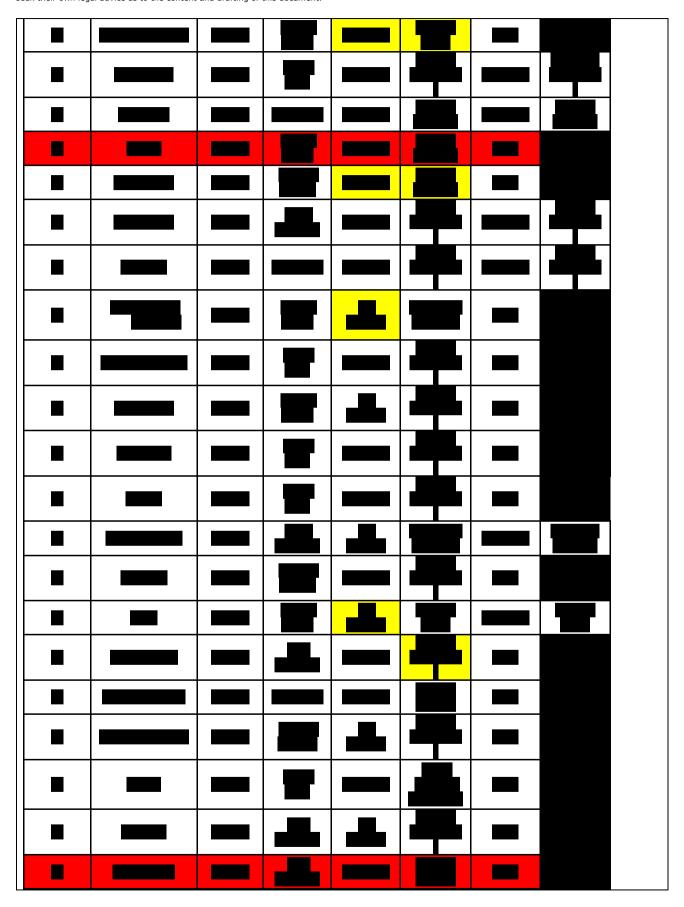
	Specific Requirements					
3	Deliveries					
3.1 Unless the ad-hoc option has been chosen, deliveries will be made on a specified day either weekly, fortnightly or monthly, as required by the Site and within the pre-set time boundaries (5.2 refers). Full details of the current requirements are detailed at Annex 1.						
3.2 The Contractor will be informed of a Site's requirement at before the delivery is required. Details of the total amount for delivery and a breakdown of the denominations required will be given.						
3.3 month, week's	Where a Site has requested a delivery on a fixed day and time slot each week, fortnight or scheduled deliveries are to be provided. The Contractor will be contacted with at least one written notice if a delivery is not needed on a particular day.					
3.4 requirement. a should have	Ad-hoc deliveries must be available for Sites in place of, or in addition to, their regular In order to arrange the service and obtain the correct monies, the Contractor will be given minimum of notice of amounts and denominations required. The Contractor been previously notified of the Site's intention to use this method.					
	An upper limit will be set by every Site for the amount of each cash delivery at the outset of contract. This will be reviewed on an annual basis and the Contractor will be notified of any n the anniversary of the contract. If this limit is to be exceeded during the year for a specific of the short-term requirements of the Site, the Contractor will be informed in writing.					
3.6 containers, to t	The Contractor must deliver the cash, in the denominations specified, in sealed bags or the Cashier or other authorised officer at the Site.					
3.7 Cash made up from the Contractor's bulk cash holding must be bulk checked by the Authority's authorised person (e.g. the Cashier) when delivery by the Contractor is made to the Site. If, subsequently, a shortage is discovered in a sealed note package, the Contractor will be contacted. All packaging, brands, seals and paperwork must be kept as these will be required in any shortage claim.						
3.8 the amount and be in the	On the working day of delivery, the Contractor is required to notify the of d Business Unit number (BU Code) of the Site to which the delivery will/was made. This must , where equals the and a copy of this information also needs to be sent to for reconciliation.					
-	To aid deliveries the Contractor is requested to notify the Cashier/Contact at site prior to agreed time slot e.g. phone/GIS email/automated route tracking as this will ensure the ealt with in a timely manner due to the operational requirements and restricted access of					

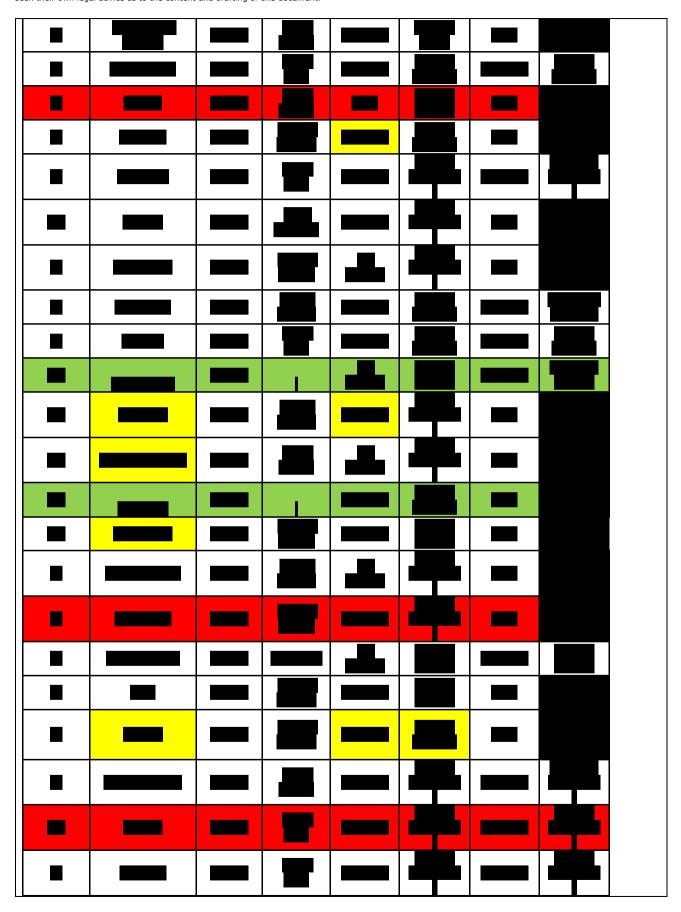
Prisons. The Site does not want to know the whole route, only advanced notice that the Contractor is on the way i.e. 10mins before arrival – This requirement is only to improve arrangements for both parties.

3.10	The Authority may request basic security details/authorised signatories of the Contractor's						
staff	carrying out the CIT/BL service; this information is only held to confirm/check entry at the Contractor is able to provide a quick facility where Contractors CIT staff details can be verified.						
Site. Of the co	intractor is able to provide a quick racinty where contractors on stair actuals can be verifical.						
4	Collections						
4.1 weekly, fortnig	Unless the ad-hoc option has been chosen, collections will be made on a specified day either ghtly or monthly, as required by the Site and within the pre-set time boundaries (5.2 refers). Full details of the current requirements are detailed at Annex 1.						
4.2 month, notice if any ch	Where a Site has requested a collection on a fixed day and time each week, fortnight or scheduled collections are to be provided. The Contractor will be given at least one week's nange in the service required.						
•	Ad-hoc collections must be available for Sites in place of, or in addition to, their regular n order to arrange the service, the Contractor will be given a minimum of 48 hours' notice. It should have been previously notified of the Site's intention to use this method.						
4.4 bags and in	Collections will be subject to one charge per visit to the Site, regardless of the number of collected. Cash (including postal orders) and cheques are required to be listed separately different bags. Cheques are to be transported at an assumed NIL value.						
4.5 later than 9.00	All items collected must be delivered to an on the working day following collection.						
4.6 be	The current provider						
5	Common Requirements for Deliveries and Collections						
5.1 containers to 6	The Contractor will provide at no additional cost to the contract all suitable bags and enable the secure/tamper proof transportation of cash, cheques and other bankables for the specified deliveries and collections.						
5.2 hours of:	All deliveries and collections to Sites must be made on only within the time slot						
	During Bank Holidays the pattern of deliveries and collections may be broken both the week and the week after the Bank Holiday. The exact details of variations cannot be predicted; Contractor will be expected to make such deliveries and collections in place of any present available working day and payment will be made at the normal rates.						
5.4	Over the arrangements may be made for the delivery of so that during the following week no delivery will be						

in the	made to Sites. Similar arrangements may also be required for the weeks immediately preceding the E
	The Contractor will be advised in advance of those weeks eries will be required.
5.5	The Authority has the right to cancel services scheduled for these days by giving the week's written notice and a credit must be issued (if required).
	When the Contractor fails to deliver a scheduled service on time within its agreed time slot, replacement service must be carried out within 24 hours of the original time slot and date ly agreed time slot and date. Details of the replacement service must be given to and wia email. If this does not happen then a refund will be given on rvice and the replacement service will be carried out at nil cost to the Authority.
5.7 be carried	The Contractor will advise the Authority where a service is not going to out, even in unforeseen circumstances, within the time boundary of the requested service.
6	Accounting Requirements
6.1 the daily cash	The Contractor will provide the with an e-mail stating movement details for Sites no later than midday on the day before the deliveries are due.
6.2	
6.3	The Contractor will invoice the number and send the invoice to:
6.4 services broke service require	Separate monthly invoices in arrears must be issued for scheduled services and ad-hoc n down with backing data to Site/Business Unit (BU Code). Charges must be inclusive for each ed.
6.5	Monthly invoices in arrears for scheduled deliveries/collections must be broken down by Site/Business Unit (BU Code) sent to (as per 6.3) within the month following
the service.	(as per oils) that it is mortal following





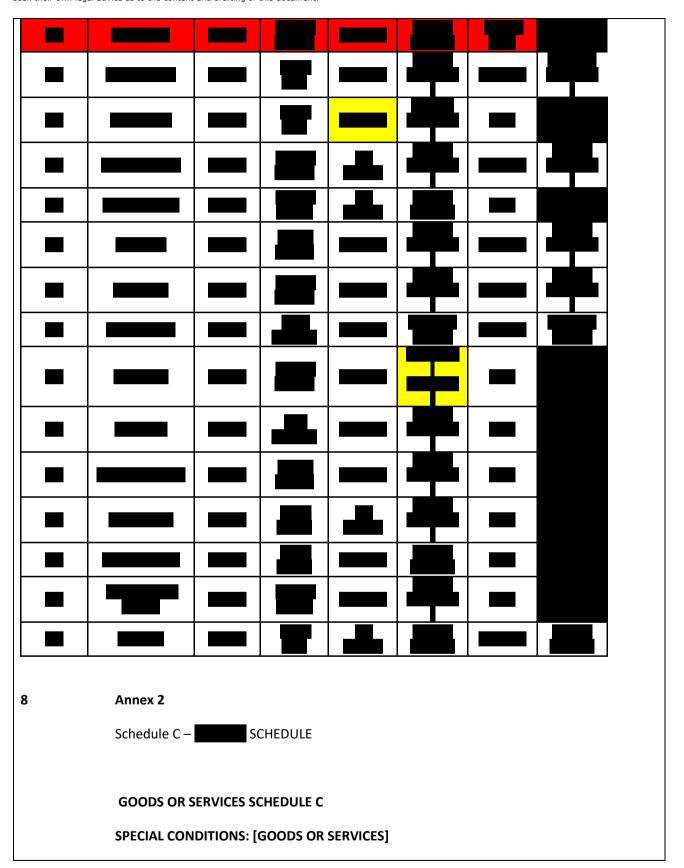


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- **C1. Definitions and Interpretations** (a) collectively, all works which the Contractor is to carry out at the beginning of the Contract Period to install the Goods in accordance with the Specification and the Tender; or
- (b) where there are a series of works to be carried out during the Contract Period to install the Goods in accordance with the Specification and the Tender, each set of installation works.
- **C2.** The Services C2.1. The Contractor shall supply the Services during the Contract Period in accordance with the Authority's requirements as set out in the Specification and the Tender and the provisions of the Contract in consideration of the payment of the Contract Price. The Contractor shall perform the Services in accordance with all applicable Service Levels referenced in the Specification or the Tender. The Authority may inspect and examine the manner in which the Contractor supplies the Services at the Premises during normal business hours on reasonable notice.
- C2.2. Subject to the Authority providing written consent in accordance with clause C3.1 (Provision and Removal of Equipment) below, timely supply of the Services shall be 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.
- **C3.** Provision and Removal of Equipment C3.1. The Contractor shall provide all the Equipment necessary for the supply of the Services. The Contractor shall not deliver any Equipment nor begin any work on the Premises without obtaining prior written approval.

In these Conditions:

"**Equipment**" means the Contractor's equipment, plant, materials and such other items supplied and used by the Contractor in the performance of its obligations under the Contract.

"Installation Works" means, as the context so requires:

" s Personnel'" means those members identified as such of the Contractor **Key Personnel** in the Specification .

"Quality Standards" means the quality standards published by the British Standards Institute, the National Standards Body of the United Kingdom, the International Organisation for Standardisation 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 Contractor would reasonably and ordinarily be expected to comply with, and as may be further detailed in the Specification Schedule.

C3.2. All Equipment brought onto the Premises shall be at the Contractor's own risk. Unless otherwise agreed, Equipment brought onto the Premises will remain the property of the Contractor. The Contractor shall provide for the haulage or carriage to and the removal from the Premises of Equipment when no longer required at its sole cost.

- C3.3. The Contractor shall maintain all items of Equipment within the Premises in a safe, serviceable and clean condition.
- C3.4. The Contractor shall, at the Authority's written request, at its own expense and as soon as reasonably possible: C3.4.1. remove from the Premises any Equipment which in the reasonable opinion of the Authority is either hazardous, noxious or not in accordance with t; and the Contract
- C3.4.2. replace such item with a suitable substitute item of Equipment.
- C3.5. On completion of the Services the Contractor shall remove the Equipment together with any other materials used by the Contractor to supply the Services n a clean, safe and tidy condition. The Contractor and shall leave the Premises is solely responsible for making good any damage to the Premises or any objects contained thereon, other than fair wear and tear, which is caused by the Contractor or any Contractor's Personnel.
- **C4. Key Personnel** C4.1. The Contractor acknowledges that the Key Personnel are essential to the proper provision of the Services to the Authority.
- C4.2. The Key Personnel shall not be released from supplying the Services without the agreement of the Authority, except by reason of long-term sickness, maternity leave, paternity leave or termination of employment and other extenuating circumstances.
- **C5.** Licence to Occupy Premises C5.1. Any land or Premises made available to the Contractor by the Authority in connection with the Contract, shall be made available to the Contractor on a non-exclusive licence basis free of charge and shall be used by the Contractor solely for the purpose of performing its obligations under the Contract. The Contractor shall have the use of such land or Premises as licensee and shall vacate the same on completion, termination or abandonment of the Contract.
- **C6. Offers of Employment** C6.1. For the duration of the Contract and for a period of twelve (12) Months thereafter neither the Authority nor the Contractor shall employ or offer employment to any of the other Party's staff who have been associated with the procurement and/or the contract management of the Services without that Party's prior written consent.

C7. Environmental Requirements

- C7.1. The Contractor shall, when working on the Premises, perform its obligations under the Contract in accordance with the Authority's environmental policy, which is to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.
- **C8.** Health and Safety C8.1. The Contractor shall promptly notify the Authority of any health and safety hazards which may arise in connection with the performance of the Contract. The Authority shall promptly notify the Contractor of any health and safety hazards which may exist or arise at the Authority's Premises and which may affect the Contractor in the performance of the Contract.
- C8.2. While on the Premises, the Contractor shall comply with any health and safety measures implemented by the Authority in respect of Contractor's Personnel and other persons working on those Premises.

- **C9.** Remedies in the event of Inadequate Performance C9.1. Where a complaint is received about the standard of the Services or about the manner in which any Services have been supplied or work has been performed or about the materials or procedures used or about any other matter connected with the performance of the Contractor's obligations under the Contract, then the Authority shall notify the Contractor, and where considered appropriate by the Authority, investigate the complaint. The Authority may, in its sole discretion, uphold the complaint and take further action in accordance with clause 26 (Material Breach) of the General Terms.
- C9.2. Without prejudice to its rights under clause 7 (Recovery of Sums Due) of the General Terms, the Authority may charge the Contractor 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 Contractor for such part of the Services and provided that the Authority uses its reasonable endeavours to mitigate any additional expenditure in obtaining replacement Services.
- **C10. Monitoring and Management Information** C10.1. The Contractor shall comply with the monitoring arrangements set out in the Monitoring Schedule including, but not limited to, providing such data and information as the Contractor may be required to produce under the Contract.
- C10.2. Where requested by the Authority, the Contractor shall supply the Management Information to the Authority and to the Cabinet Office in the form set out in the Monitoring Schedule during the Contract Period.
- C10.3. The Contractor agrees that the Authority may provide the Cabinet Office with information relating to the Services and Goods procured and any payments made under the Contract.
- C10.4. Upon receipt of the Management Information supplied by the Contractor in response to a request under C10.2 or receipt of information provided by the Authority to the Cabinet Office under C10.3, the Authority and the Contractor shall consent to the Cabinet Office:
- (1) storing and analysing the Management Information and producing statistics; and
- (2) sharing the Management Information or any statistics produced using the Management Information, with any other Contracting Authority. C10.5. shares the Management Information or In the event that information provided under clause C10.3 in accordance with C10.4(2), any Contracting Authority receiving the Management Information shall be informed of not to disclose the confidential nature of that information and shall be required by any body who is not a Contracting Authority (unless required by law).
- C10.6. The Authority may make changes to the Management Information which the Contractor is required to supply and shall give the Contractor at least one (1) Month's written notice of any changes.
- C11. Professional Indemnity C11.1. Professional Indemnity Not Used.
- **C12. The Goods** C12.1. If requested by the Authority, the Contractor shall either provide the Authority with samples of Goods or performance demonstrations of Goods for evaluation and approval at the Contractor's cost and expense.

- C12.2. The Contractor shall ensure that the Goods are fully compatible with any Equipment, to the extent specified in the Specification.
- C12.3. The Contractor acknowledges that the Authority relies on the skill and judgment of the Contractor in the supply of the Goods and the performance of its obligations under the Contract.
- C12.4. The Contractor shall supply and, where relevant, install the Goods in accordance with the Specification and the Tender and with all applicable provisions of the Contract.
- **C13. Delivery** C13.1. Subject to Schedule D, the Contractor shall deliver the Goods at the time(s) and date(s) specified in the Specification, to the Premises or location agreed. Unless otherwise specified, deliveries shall only be accepted during normal business hours.
- C13.2. Unless otherwise stated in the Specification, where the Goods are delivered by the Contractor, the point of delivery shall be when the Goods have been removed from the transporting vehicle at the Premises and accepted by the Authority. Where the Goods are collected by the Authority, the point of delivery shall be when the Goods are loaded on the Authority's vehicle.
- C13.3. Time of delivery shall be of the essence and if the Contractor fails to deliver the Goods within the time promised or specified in the Specification, the Authority may release itself from any obligation to accept and pay for the Goods and/or terminate the Contract, in either case without prejudice to any other rights and remedies of the Authority.
- C13.4. The Authority shall be under no obligation to accept or pay for any Goods delivered in excess of the quantity ordered. If the Authority elects not to accept such over-delivered Goods it shall give notice in writing to the Contractor to remove them within five (5) Working Days and to refund to the Authority any expenses incurred by it as a result of such over-delivery (including but not limited to the costs of moving and storing the Goods), failing which the Authority may dispose of such Goods and charge the Contractor for the costs of such disposal. The risk in any over-delivered Goods shall remain with the Contractor unless they are accepted by the Authority.
- C13.5. The Authority shall be under no obligation to accept or pay for any Goods supplied earlier than the date for delivery stated in the Specification.
- C13.6. Unless expressly agreed to the contrary, the Authority shall not be obliged to accept delivery by instalments. If, however, the Authority does specify or agree to delivery by instalments, delivery of any instalment later than the date specified or agreed for its delivery shall, without prejudice to any other rights or remedies of the Authority, entitle the Authority to terminate the whole of any unfulfilled part of the Contract without further liability to the Authority.
- C13.7. Unless otherwise stated in the Specification, there shall be no charge for delivery of the Goods to the Premises or for packaging used by the Contractor. Returnable packaging will only be returned at the Contractor's risk and expense.
- **C14.** Risk and Ownership C14.1. Subject to clause C13 above, risk in the Goods shall, without prejudice to any other rights or remedies of the Authority (including the Authority's rights and remedies under clause C16 below) pass to the Authority when delivery is completed to the Authority's reasonable satisfaction.

C14.2. Ownership of the Goods shall, without prejudice to any other rights or remedies of the Authority (including the Authority's rights and remedies under clause C16 below), pass to the Authority at the time of delivery (or payment, if earlier).

C15. Non Delivery

- C15.1. Where the Goods, having been placed in transit, fail to be delivered to the Authority on the due date for delivery, the Authority shall, (provided that the Authority has been advised in writing of the dispatch of the Goods), within ten (10) Working Days of the notified date of delivery, give notice to the Contractor that the Goods have not been delivered and may request the Contractor free of charge to deliver substitute Goods within the timescales specified by the Authority or terminate the Contract in accordance with clause C13.4 (Delivery).
- **C16.** Inspection, Rejection and Guarantee C16.1. The Authority or its authorised representatives may inspect or test the Goods either complete or in the process of manufacture during normal business hours on reasonable notice at the Contractor's premises and the Contractor shall provide all reasonable assistance in relation to any such inspection or test free of charge, including further testing and inspection if reasonably required by the Authority. No failure to make complaint at the time of such inspection or test and no approval given during or after such inspection or test shall constitute a waiver by the Authority of any rights or remedies in respect of the Goods and the Authority retains the right to reject the Goods.
- C16.2. The issue by the Authority of a receipt note for the Goods shall not constitute any acknowledgement of the condition, quantity or nature of those Goods, or the Authority's acceptance of them.
- C16.3. The Contractor hereby guarantees the Goods for a period of twenty-four (24) Months or such other period as may be agreed between the Parties from the date of delivery against faulty materials or workmanship. If the Authority shall within that period or within twenty-five (25) Working Days thereafter give notice in writing to the Contractor of any defect in any of the Goods as may have arisen during such guarantee period under proper and normal use, the Contractor shall (without prejudice to any other rights and remedies which the Authority may have) promptly remedy such defects (whether by repair or replacement as the Authority shall elect) free of charge
- C16.4. Any Goods rejected or returned by the Authority shall be returned to the Contractor at the Contractor's risk and expense.
- **C17.** Labelling and Packaging C17.1. On dispatch of any consignment of the Goods the Contractor shall send the Authority an advice note specifying the means of transport, the place and date of dispatch, the number of packages and their weight and volume. The Goods shall be packed and marked in a proper manner.
- C17.2. The Goods shall be accompanied by a delivery note showing the order number, date of order, number of packages and contents and, in the case of part delivery, the outstanding balance remaining to be delivered
- **C18.** Training C18.1. Where indicated in the Specification, the Contract Price shall include the cost of instruction of the Authority's personnel in the use and maintenance of the Goods and such instruction shall be in accordance with the requirements detailed in the Specification.
- **C19.** Contract Performance C19.1. The Contractor shall ensure that: C19.1.1. the Goods conform in all respects with the Specification and, where applicable, with any sample or performance demonstration approved by the Authority;

- C19.1.2. the Goods operate in accordance with the relevant technical specifications and correspond with the requirements of the Specification and any particulars specified in the Contract;
- C19.1.3. the Goods conform in all respects with all applicable Laws; and
- C19.1.4. the Goods are free from defects in design, materials and workmanship and are fit and sufficient for all the purposes for which such Goods are ordinarily used and for any particular purpose made known to the Contractor by the Authority.
- **C20. Manner of Carrying out the Installation Work** C20.1. Subject to Schedule D, the Contractor shall not deliver any materials or plant nor commence any work on the Premises without obtaining prior approval. Notwithstanding the foregoing, the Contractor shall, at the Authority's written request, remove from the Premises any materials brought into the Premises by the Contractor, which in the reasonable opinion of the Authority are either hazardous, noxious or not in accordance with the Contract and substitute proper and suitable materials at the Contractor's expense as soon as reasonably practicable.
- C20.2. When the Contractor reasonably believes it has completed the Installation Works it shall notify the Authority in writing. Following receipt of such notice, the Authority shall inspect the Installation Works and shall, by giving written notice to the Contractor: C20.2.1. accept the Installation Works, or
- C20.2.2. reject the Installation Works and provide reasons to the Contractor if, in the Authority's reasonable opinion, the Installation Works do not meet the requirements set out in the Specification.
- C20.3. If the Authority rejects the Installation Works in accordance with C20.2.2. the Contractor shall immediately rectify or remedy any defects and if, in the Authority's reasonable opinion, the Installation Works do not, within five (5) Working Days, meet the requirements set out in the Specification, the Authority may terminate the Contract with immediate effect by notice in writing.
- C20.4. The Installation Works shall be deemed to be completed when the Contractor receives a notice issued by the Authority in accordance with clause C20.2.1. Notwithstanding acceptance of any Installation Works in accordance with that clause, the Contractor shall remain solely responsible for ensuring that the Goods and the Installation Works conform to the Specification. No rights of estoppel or waiver shall arise as a result of the acceptance by the Authority of the Installation Works.

C21. Special Conditions of Contract Cont.. – Relating to Cash In Transit Service

C21.1. Frequency of Service

The Authority reserves the right to amend the frequency of service, or amounts of cash to be delivered, in respect of any establishment/site listed in Annex 1, by giving the Contractor one week's notice in writing of the proposed amendment or cancellation. This condition will not apply to the ad-hoc option if chosen by the Authority.

C21.2. Cancellation

The Authority reserves the right to cancel the entire requirement in respect of any establishment/site listed in Annex 1 making use of the Contract, by giving the Contractor four weeks notice in writing of the proposed amendment or cancellation.

C21.3. Valuables

Definitions

"Business Link Service" (BL) Refers to the service provided by the Contractor consisting of the collection of Containers from the Authority/Site(s) for forward transmission to the in which the Contractor carries only one Container from the collection point to the Contractor's transportation vehicle at any one time. A lesser level of security is attached to this arrangement.

"Cash-In-Transit" (CIT) Refers to the service provided by the Contractor consisting of the collection of Containers from the Authority/Site(s) for forward transmission to the in which the Contractor may carry several Container from the collection point to the Contractor's transportation vehicle at any one time. A higher level of security is attached to this arrangement.

"Container(s)" means any bag, box or other portable container into which any Valuables may be placed.

"Period of Responsibility" means the period during which the contractor is liable for the Valuables. This period shall commence, in respect of each Container in which Valuables are placed, from the moment when the Contractor's representative takes physical possession at the collection point (which shall be the machine itself in the case of collections from a machine) and begins to transport such Valuables to the Contractor's vehicle until the moment when they are physically handed over or tendered to

"Uninsured Risk" are:

- (a) War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority;
- (b) Ionising radiation from or contamination by radioactivity from an nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- (c) Radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- (d) Any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;

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- (e) Radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter unless it is a radioactive isotope, other than nuclear fuel, being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other similar peaceful purposes;
- (f) Chemical, biological, bio-chemical or electromagnetic weapons used in connection with an act of terrorism;
- (g) Breakage of statuary, marbles, glassware, bric-a-brac, porcelains and similar fragile articles, unless caused by fire, lightning, theft and/or attempted theft.

"Valuables" means any property of any value in respect of which the Authority may ask the Contractor to perform transportation and/or processing services.

- C21.3.1 The Contractor shall ensure that it provides its Business Link Services and Cash In Transit Services in accordance with any descriptions given to the Authority and that, in particular, when it is carrying out the Cash In Transit Service it shall not carry more than one Container at a time from the Authority's collection point to its transportation vehicle.
- C21.3.2 The Contractor will indemnify the Authority against all losses of or damage to Valuables provided that;
- (a) the loss or damage occurs during the Contractor's Period of Responsibility;
- (b) the indemnity for Business-Link Services is limited to a grant in respect of all Valuables given to the Contractor's representative at any one collection.
- (c) the indemnity for Cash In Transit Services is limited to a Container; in respect of each
 - C21.3.3 Save as set out in Clause C21.3.5, the Contractor will have no liability for loss of or damage to Valuables and will not indemnify the Authority as set out in clause C21.3.2, if and to the extend that;
- (a) in respect of Business Link Services, the value of all Valuables given to the Contractor's representative by the Authority at any one collection
- (b) in respect of Cash In Transit Services, the value of the contents of any one Container filled by the Authority or a third party
- (c) the Authority suffers any loss of or damage to Valuables as a result of any of the Uninsured Risks or to the extent to which the Uninsured Risks have contributed to such loss or damage;
- (d) in respect of any claims under the provisions of cause C21.3.2(a) or C21.3.4, the Authority fails to provide the Contractor with written notice of loss or damage within 28 days of either the discovery of that loss or damage within 28 days of either the discovery of that loss or damage or of the termination of the

Contractor's Period of Responsibility during which the loss or damage is alleged to have occurred, whichever is the earlier, and in any event within three months of the date when the Contractor received the Valuables.

C21.3.4 Indemnity for Service Defaults

For the purpose of this condition C21.3.4, Service Defaults refers to any failure to collect or deliver Valuables and to any late delivery or collection of Valuables.

Without prejudice to the Authority's other rights and remedies under the contract, the liability of the Contractor for any direct, indirect and/or consequential losses arising as a result of any Service Defaults shall be limited to a service Defaults occurring during any one calendar day.

C21.3.5 Cheques

The Authority may place cheques/postal orders or other reconstitutable documents in a Container and exceed the limits referred to in Clauses C21.3.2(b) and (c) provided that the Authority has kept sufficient details of such cheques or documents to enable the drawers or payers to be identified in the event of a loss. This shall not effect the limits on the Contractor's liability as set out in clauses C21.3.2(b) and (c). For the purpose the value of a cheque or other documents is its face value.

If lost or damaged Valuables consist, wholly or partly, of cheques/postal orders or other reconstitutable documents, and if the Contractor has paid the Authority their face value, then the Authority will use all reasonable endeavours to obtain replacements and will promptly reimburse the Contractor upon receipt of any such replacement. The Contractor will pay the Authority the reasonable costs the Authority incurs in obtaining such replacements provided such costs do not exceed the sum recovered.

C21.3.6 Indemnity from the Customer

If and to the extent that the Authority exceeds the Container or collection limits contained in Clause C21.3.3, the Authority will indemnify the Contractor against any claim by a third party in respect of Valuables which is outside or beyond the liability the Contractor accepts under this Agreement.

9 Annex 3

Special Conditions of Contract

PRISONS SCHEDULE D

SPECIAL CONDITIONS: HIS MAJESTY'S PRISONS

D1. Access to Authority Premises D1.1. Where the Contractor's Personnel are required to have a pass for admission to the Premises the Authority shall, subject to satisfactory completion of approval procedures, arrange for passes to be issued. Contractor's Personnel who cannot produce a proper pass when required to do so by any of the Authority's

personnel, or who contravene any conditions on the basis of which a pass was issued, may be refused admission to the Authority's Premises or required to leave those premises if already there.

- D1.2. The Contractor 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 Contract. The Contractor shall promptly return all passes on completion or earlier termination of the Contract.
- D1.3. Contractor's Personnel attending the Premises may be subject to search at any time. Strip searches shall only be conducted on the specific authority of the Authority under the same rules and conditions applying to the Authority's personnel. The Contractor is referred to the Prison Rules 1999 Part III and the Prison (Amendment) Rules 2005 and the Young Offender Institute Rules 2000 Part III and the Young Offender Institute (Amendment) Rules 2008. The Contractor is also referred to the definition of misconduct contained in the said Rules and clause 3 of the General Terms and Conditions.
- **D2. Security** D2.1. Whilst on the Premises the Contractor's Personnel shall comply with all security measures implemented by the Authority in respect of staff and other persons attending those premises. The Authority shall provide copies of its written security procedure to the Contractor on request. The Contractor and all members of the Contractor's Personnel shall be prohibited from taking any photographs on the Premises unless the Authority has given prior approval and an Authority 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 the Authority's prior written approval.
- D2.2. The Authority shall have the right to carry out any search of Contractor Personnel or of vehicles used by the Contractor at the Premises.
- D2.3. The Contractor shall co-operate with any investigation relating to security which is carried out by the Authority or by any person who is responsible to the Authority for security matters, and when required by the Authority shall:

D3. Safeguarding Vulnerable Persons

- D2.3.1. s Personnel 'take all reasonable measures to make any Contractor identified by the Authority available to be interviewed by the Authority, or is responsible to the Authority for security matters, for by a person who the purposes of the investigation. Contractor's Personnel shall have the right to be accompanied by and to be advised or represented by the other able to the Authority person whose attendance at the interview is accept; and
- D2.3.2. subject to any legal restriction on their disclosure, provide all documents, records or other material of any kind which may reasonably be required by the Authority or by a person who is responsible to the Authority for security matters, for the purposes of the investigation, so long as the provision of that material does not prevent the Contractor from performing the Contract. The Authority shall have the right to retain any such material for use in connection with the investigation and, so far as possible, shall provide the Contractor with a copy of any material retained.

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D3.1. Individuals who are held in lawful custody or on probation are regarded as vulnerable persons under the Safeguarding Vulnerable Groups Act 2006. Where the Authority deems it necessary the Contractor will provide a list of the Personnel who will be providing the Goods or Services for vetting by the Independent Safeguarding Authority. The Authority may in its sole discretion refuse access to its Premises by any member of the Contractor's Personnel who does not successfully complete the vetting procedure.

D4. Offender Management Act 2007

D4.1. Nothing in this Contract shall be deemed to provide any authorisation to the Contractor in respect of any provision of the Offender Management Act 2007. The Contractor in providing the Goods or Services will comply with the provisions of PSO 1100 as published by the Authority from time to time.

10 Annex Pricing Schedule

See Section 6







Standards

Quality Standards

See contract specification above.

Technical Standards

The service provider must have a computerised system to manage its records and have the capability to send all information and documentation electronically.

Bidders should evidence the following accreditations:

- BS 7872: 2011, Code of Practice for Operation of Cash-in-Transit Services (collection & delivery)
- BS 7858 2006, Code of Practice for Security Screening of Individuals Employed in a Security Environment.
- Licensed under the Private Security Industry Act as a Member of the Security Industry Authorities Approved Contractor Scheme

Further technical standards in clause 13 of the Framework Agreement.

Disaster Recovery and Business Continuity

Overview

Business Continuity Management (BCM) is the holistic management process which identifies potential impacts that threaten an organisation and provides a framework for building resilience with the capability for an effective response. This safeguards the interests of its key stakeholders, reputation and value creating activities.

Business Continuity Statement and Policy

use BCM to ensure that the business responds effectively and efficiently in a contingency situation with minimal impact to customers and key products and services.

This policy applies to

Business Continuity Plans are in place for each
which are reviewed at least annually. Ownership for each plan is clearly defined. An
annual testing calendar will be produced each year to test a sample of locations and
scenarios. It is recognised that the business is continually changing and evolving and
as such the BCM programme is flexible and reviewed annually to meet the needs of the
business.

Business Continuity Objectives

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•	Recover	operations	as	quickly	and	as	effectively	as	possible,	in	order	of	priority	
N	1inimise ii	mpact to cu	sto	mers, co	ollead	que	S							

- Minimise reputational damage
- Analyse the impact of losing key products and services
- Return operations to 'business as usual' as soon as reasonably practicable
- Complete annual BCP training of key staff at all locations, using desktop scenarios to ensure key staff understand their roles in the event of a BCP situation

Business Continuity Framework

We have elected to align our BCM framework around the principles of British Standard 25999/ISO 22301. The key elements of this framework are:

- Business impact analysis
- Risk assessment
- Crisis Management Structure
- Testing and maintenance mechanism
- Training

Business Continuity Response

Emergency Procedures - must be executed immediately following a major incident which jeopardises human life and/or business operations

Fallback Procedures – movement of essential business activities and/or support services to an alternative location Resumption Procedures - to return business operations to their normal state

Authority

This policy is owned on behalf of and should not be amended unless s	pecifically requested.
Applicability	
	in its entirety with exceptions authorised Policy document will be reviewed and

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G4S Cash Solutions (UK) Ltd

3. SERVICE PROVIDER SOLUTION

Service Provider Solution

Emergency Procedures - must be executed immediately following a major incident which jeopardises human life and/or business operations

Fallback Procedures – movement of essential business activities and/or support services to an alternative location Resumption Procedures - to return business operations to their normal state

Key Personnel of the Service Provider to be involved in the provision of the Goods, Services and Deliverables

Service Provider's inspection of the Premises and Infrastructure (where relevant)

Service provider has all required details for existing sites and protocols are in place.

Any new requirements will be addressed as part of an onboarding procedure where the supplier will be provided with the opportunity to inspect premises and receive supporting documentation as required.

4. PERFORMANCE OF THE GOODS AND/OR SERVICES AND DELIVERABLES

Implementation Plan and Milestones or e.g. delivery schedule (including dates for completion and/or delivery)

Not applicable due to the servicing provider already being an incumbent supplier. Implementation has already been established.

Critical Service Failure

- (i) In relation to the required cash collection and cash in transit services a Critical Service Failure shall include a delay in servicing the demand for cash collection and cash in transit services ordered by the Customer in excess of 24 hours more than once in any three (3) Month period or more than three times in any rolling twelve (12) month period.
- (ii) In relation to the cash collection and cash in transit services a Critical Service Failure shall mean a loss of two (2) or more during core hours (08:00 18:00 Mon Fri excluding bank holidays) for more than 24 hours accumulated in three (3) Month period, or 48 hours in any rolling twelve (12) month period.

Monitoring

Performance will be monitored by way of quarterly and bi-annual conference calls. As performance issues arise, they will be notified to the service provider account manager.

Management Information

Management Information to be provided in accordance with clause 7 of the Call-Off Terms. The customer requires the service provider to submit Management Information electronically in spreadsheet format the second week of every month.

The information to be provided but is not limited to is:

- Tracked monthly spend
- Backing data for reported month
- Service levels for collection
- Service levels for delivery
- Customer complaints

Additionally, the following	should be adhered to:
4.	

5. CUSTOMER RESPONSIBILITIES

Customer's Responsibilities (where appropriate)

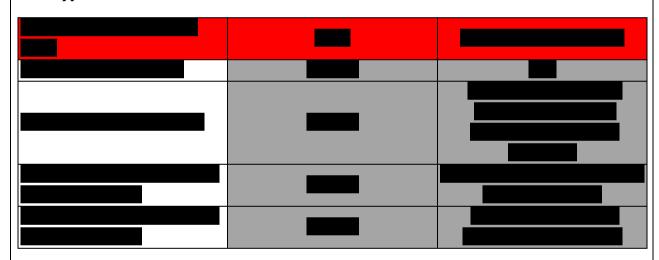
The customer is responsible for providing access to site to the supplier at the appropriate time given for delivery and that the relevant information for each site is provided. Access will be granted to the customers sites on the condition that the service provider supplies photographic proof of identity. A telephone contact number for the customer will be provided for use by the service provider.

Customer's equipment (where appropriate)

N/A

6. CHARGES AND PAYMENT

Contract Charges payable by the Customer (including any applicable discount but excluding VAT), payment profile and method of payment (e.g. BACS))



In line with ESPO's agreement the Contract Charges on each anniversary of the Commencement Date of the Contract by a percentage equal to the annual percentage increase in the Retail Price Index (all items) as published by the Office for National Statistics (or such index as shall replace it from time to time) in the month immediately preceding that in which the increase takes effect.

The Service Provider will invoice the Customer the Charges at the beginning of each month. The Customer will pay the Service Provider the Contracted Charges and any Additional Charges monthly in arrears, both of which are to be fully paid within 30 days of the date of our invoice. The Customer will pay the Service Provider by the method of BAC's.

7. CONFIDENTIAL INFORMATION

The following information shall be deemed Commercially Sensitive Information:

Information: The Contract Charges

8. PROCESSING, PERSONAL DATA AND DATA SUBJECTS

1. INTRODUCTION

- 1.1 The Service Provider shall comply with any further written instructions with respect to processing by the Customer.
- 1.2 Any such further instructions shall be incorporated into this section 9 of the Master Contract Schedule.

9. Personal Data under the Joint Control of the Parties

The following section 10 applies to Personal Data under the Joint Control of the Parties as described in clause 16.8.15 of this Contract.

- 1. The Service Provider shall be responsible for the provision of information to Data Subjects as detailed in GDPR Article 13 (Information to be provided where personal data are collected from the data subject).
- 2. The Service Provider shall be responsible for the provision of information to Data Subjects as detailed in GDPR Article 14 (Information to be provided where personal data have not been obtained from the data subject).
- 3. The Service Provider shall be responsible for responding to any request for information from a Data Subject under GDPR Article 15 (Right of access by the data subject).
- 4. The Service Provider shall be responsible for responding to and rectifying any request for rectification from a Data Subject under GDPR Article 16 (Right to rectification).
- 5. The Service Provider shall be responsible for responding to and erasing any request for the right to erasure from a Data Subject under GDPR Article 17 (Right to erasure (right to be forgotten)).
- 6. The Service Provider shall be responsible for responding to and restricting any request for restriction of processing from a Data Subject under GDPR Article 18 (Right to restriction of processing).
- 7. The Service Provider shall be responsible for notifying any rectification or erasure of personal data or restriction of processing carried out in accordance with GDPR

Articles 16, 17 and 18 to each recipient to whom the personal data have been disclosed in accordance with GPR Article 19 (Notification obligation regarding rectification or erasure of personal data or restriction of processing).

- 8. The Service Provider shall be responsible for responding to and porting any request for data portability from a Data Subject under GDPR Article 20 (Right to data portability).
- 9. The Service Provider shall be responsible for responding to and complying with any objection from a Data Subject under GDPR Article 21 (Right to object).
- 10. The Service Provider shall be responsible for ensuring a Data Subject is not subject to a decision based solely on automated processing, including profiling which causes legal effects or significant effects on the Data Subject and shall comply with GDPR Article 22 (Automated individual decision-making, including profiling).
- 11. The Service Provider shall be responsible for notifying the supervisory authority (Information Commissioners Office) and the Data Subject of any personal data breach in accordance with GDPR Article 33 (Notification of a personal data breach to the supervisory authority) and Article 34 (Communication of a personal data breach to the data subject).
- 12. Each Party shall maintain a record of its processing activities under its responsibility in accordance with GDPR Article 30 (Records of processing activities).
- 13. The Parties agree that the Service Provider shall be the point of contact for Data Subjects.