

SCHEDULE A

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1. **Introduction**

Age Group	1990	1995	2000	2005
0-14	15.0	14.0	13.0	12.0
15-24	12.0	11.0	10.0	9.0
25-34	10.0	9.0	8.0	7.0
35-44	8.0	7.0	6.0	5.0
45-54	6.0	5.0	4.0	3.0
55-64	4.0	3.0	2.0	1.0
65+	2.0	3.0	4.0	5.0

SCHEDULE C

Maintenance Management

The purpose of this Schedule C (**Maintenance Management**) is to ensure that the Prison is kept in good structural and decorative order during the Contract Term and to ensure that it is fit for the habitation of Prisoners, subject to fair wear and tear for a prison.

This Schedule C (**Maintenance Management**) also sets out the standards, subject to fair wear and tear for a prison, against which the Prison and the Site and all plant, fixtures, fittings and furniture therein or thereon (as specified in Schedule B (**Equipment**)) are to be judged in the final dilapidation survey immediately before the expiry or termination of the Contract Term.

A. MAINTENANCE MANAGEMENT

1. Without prejudice to Clauses 17 (**Maintenance of Prison**), 18 (**Maintenance of Authority's Equipment**), 19 (**Dilapidation Survey**), 20 (**Preparation for Operation of the Prison**) and 52 (**Termination Survey**) of the Contract, the Contractor's maintenance obligations are more particularly detailed in this Schedule C (**Maintenance Management**).
2. The Contractor shall be responsible for all routine inspection, testing, maintenance, repair, refurbishment and replacement service in relation to the Prison and the Site including the roads, fences, walls, buildings, and all other plant, fixtures, fittings, chattels and other associated equipment including transport and mobile equipment and apparatus (together the agreed schedule of "**Maintained Assets**").

B. SCOPE OF MAINTENANCE

1. The Contractor will keep the Maintained Assets in good and serviceable condition, subject to fair wear and tear for a prison, throughout the Contract Term and where applicable in accordance with the maintenance standards set out in this Schedule and to be set out in the Maintenance Programme referred to in Section C below (the "**Maintenance Standards**").

2. The Contractor's general maintenance obligations in respect of the Maintained Assets shall comprise:

(a) routine, periodic and visual inspection of the Maintained Assets;

- (b) routine and periodic testing of the security and emergency systems at the Prison;
 - (c) planned and emergency maintenance and repair services; (Maximum intervals will be identified in the emergency maintenance and repair services plan and which will be agreed with the Authority three (3) months prior to COD).
 - (d) replacement and refurbishment, according to the agreed schedule, of the Maintained Assets; and
 - (e) provision of tools, equipment (including any computer equipment) and supplies required to perform the Contractor's maintenance obligations.
3. The general maintenance obligations referred to in paragraph 2 of this Part B shall be satisfied by implementing the procedures set out below and such other procedures as may be reasonably necessary to achieve the agreed Maintenance Standards:
- (a) Day to day maintenance including repairing damage caused by vandalism;
 - (b) inspection required by statute;
 - (c) planned preventative maintenance;
 - (d) planned inspection of buildings;
 - (e) all maintenance and repairs found to be necessary to comply with the Maintenance Standards as a result of the planned inspection of buildings;
 - (f) maintenance of all painted surfaces to a reasonable standard, subject only to normal fair wear and tear for a prison;
 - (g) redecoration of all internal and external painted surfaces as required by the repainting schedule;
 - (h) pest control;
 - (i) industrial cleaning of kitchen, wash-up areas, serveries, kitchen equipment and laundry and launderette areas;

- (j) potable water quality assurance;
- (k) grounds maintenance including repair of the internal and external roadways within the site whether inside or outside the secure perimeter, exercise and games areas and clearance of snow and dirt, all within the agreed Site Boundaries;
- (l) fixed plant remedial work in the event of damage or failure;
- (m) maintenance of the air conditioning and heating systems such that the environment within the building is maintained to contracted levels of temperature and ventilation as set out in Schedule A (**Specifications**);
- (n) maintenance of all security systems; external lighting, alarms, access controls and CCTV;
- (o) arrangements for the supply of spare parts for plant machinery or other items to allow speedy reinstatement of services;
- (p) maintenance of street lighting for all roadways and car-parks within the Site boundary whether inside or outside the secure perimeter;
- (q) maintenance of hard and soft landscaping, including plantings according to the agreed schedule;
- (r) all maintenance and repairs found to be necessary to comply with the Maintenance Standards for the Prison other than those arising from the planned inspection of buildings;
- (s) inspections at a minimum of four (4) yearly intervals, by specialist surveyors to establish whether or not there is any asbestos contamination present. If any contamination in terms of the Environmental Protection Act 1995 becomes apparent, the contractor will instruct that remedial action be carried out and will bear the full costing of the work;
- (t) maintenance of lighting such that the buildings maintained to contractual levels of lightings as set out in Schedule A (**Specifications**);

- (u) maintenance of emergency/safety systems eg. standby generator, emergency lighting, fire alarms, smoke extraction and lighting protection.

C. PROGRAMME OVERVIEW

1. The Contractor will ensure the preparation and performance of a Maintenance Programme (the **Maintenance Programme**). An outline Maintenance Programme will be delivered to the Authority for approval two months prior to the Actual Opening Date, with a full Maintenance Programme delivered to the Authority within one month from Actual Opening Date.
2. The Maintenance Programme shall include:
 - 2.1 the details to more fully describe the obligations and activities set out in paragraphs 2 and 3 of Part B of this Schedule C (**Maintenance Management**);
 - 2.2 the maintenance standards to be applied to the Maintained Assets including, for the avoidance of doubt, maintenance standards for all items referred to in the Outline Construction Specification and other items specified in Schedule A (**Specifications**) of the Contract where reasonably required by the Authority, which maintenance standards shall, where relevant, be substantially in accordance with the maintenance standards set out in Appendix A (**Specifications**) to this Schedule C (**Maintenance Management**), unless otherwise agreed by the Authority and the Contractor.
 - 2.3 The periods for the major items of equipment etc. listed in para B2 of this schedule will be identified.
3. The Maintenance Programme shall be aimed at meeting all the requirements of the Contract ranging from the day-to-day routine maintenance activities (engineering services, building fabric, furniture, fixtures and general equipment), through asset management (utilities usage and major capital equipment maintenance and refit planning).
4. A survey of the Maintained Assets will be undertaken by the Contractor (at its own expense) on the fourth anniversary of the Date of Contract and thereafter every two years to determine the condition of the Maintained Assets (each referred to as a **Condition Survey**) to coincide with the

dilapidation survey undertaken in accordance with Clause 19.1 (***Dilapidation Survey***) of the Contract.

- 4.1 The Condition Surveys will be undertaken by the Contractor. Each Condition Survey will entail a physical survey of the Prison and the Site and a review of the maintenance records, including a survey to determine if any residual asbestos contamination remains on or in the surface materials on the site, and complete any recommendations arising from the survey to make the site safe. A copy of the condition survey results will be provided to the Authority.

The Condition Survey results will be used to implement such repairs and maintenance as are identified as necessary and to revise and adjust the Maintenance Programme of the Maintained Assets.

- 4.2 If the maintenance of the prison is at any time sub-contracted to a third party, the Contractor will receive monthly maintenance reports and an annual report from the maintenance sub-contractor which will include an up to date maintenance report and safety report. These will be included in the Contractor's annual report.
- 4.3 The Maintenance Programme may be adjusted from time to time as a result of the Condition Surveys, such adjustments to the Maintenance Programme to be approved by the Authority acting reasonably.
- 4.4 The Maintenance Programme implemented at the Prison will have two fundamental aims:
- (a) to ensure that the Prison is operational and available at all times;
 - (b) that the condition of the Prison and its assets when handed over to the Authority will be in a condition commensurate with the general requirements of the Contract, in particular Clause 17.3 (***Maintenance of Prison***).

D. ADDITIONAL COMPONENTS OF THE MAINTENANCE PROGRAMME

1. The Maintenance Programme shall be composed of the following discrete elements:

1.1 Reactive Maintenance

This element of the Maintenance Programme shall be designed to retain the Prison's equipment and buildings at normal operational condition through the production of a forward maintenance register. The reactive maintenance element of the Maintenance Programme shall be an ongoing rolling programme and shall include the following:

- (a) a maintenance and repair requisition programme aimed at providing accurate records of all corrective actions. This information will be presented to the Authority as part of the agreed regular reporting process;
- (b) a priority system that allows immediate attention to corrective maintenance actions critical to ongoing operational capability or required for safety.

1.2 Preventative Maintenance

As set out in C.4 above, the Contractor shall provide Scheduled maintenance of the Maintained Assets and building fabric.

1.3 Asset Schedules

All the Maintained Assets will be individually scheduled noting physical location, areas served etc. Accurate records will be kept of:

- (a) forward maintenance planning;
- (b) performance and historical maintenance requirements;
- (c) technical details, eg. pump speeds or the type of oil used.

1.4 Work Specification

Detailed work specifications will be developed for the Maintained Assets. The Contractor shall develop these specifications for each Site based on:

- (a) equipment manufacturers' recommendations;

- (b) industry standard specifications;
- (c) the Contractor's experience of similar equipment and projects.

1.5 Health and Safety and Risk Management

The Maintenance Programme will meet all applicable codes and requirements set down by Statute.

The Maintenance Programme shall include a Health and Safety programme for the provision of safe systems of work which will be subject to regular testing and in which staff will be trained.

1.6 Minor Works Construction Programme

Work to the building fabric or engineering equipment, including alterations, modifications or installations that alter the physical appearance or utilisation is classified as minor construction. Any necessary minor construction will be undertaken as appropriate by the Contractor. Following any minor new works the new works will be included in all applicable maintenance schedules, Health and Safety File and amend 'As Built' drawings, all to design standards.

1.7 Capital Replacement Programme

Any major capital replacement works will be undertaken by appropriately qualified persons with the skills and resources necessary to undertake capital replacement works.

1.8 Slack Brook

a) The silt trap to manhole 4 to Slack Brook is to be cleaned out twice a year, in April and October of each year, leaving the trap clean and free from debris.

[Amendment No.9]

b) The chamber should be inspected for damage or deterioration and such remedial works that are deemed necessary be carried out to maintain its efficiency and integrity.

c) All silting matter and material is to be carted away from the site and properly disposed of.

E. PERSONNEL CONSIDERATIONS

1.1 Professional Management

The Contractor will ensure that an appropriately qualified maintenance manager will be responsible for implementation of the Maintenance Programme.

1.2 Prisoners

Work undertaken by Prisoners will be commensurate with the skills and abilities of each individual. This work will be monitored and supervised by a suitably trained member of the Contractor's staff. For the avoidance of doubt, Prisoners must not be employed on security systems, locking and other associated works.

1.3 Sub-Contractors

The Contractor shall procure that any sub-contractor will use all reasonable endeavours to ensure that directly employed personnel undertake service and maintenance works.

Where specialist sub-contractors are engaged the site-based maintenance team will be trained in the operation on first-line maintenance tasks for these items. The Contractor shall, where necessary, employ specialist sub-contractors to undertake the following maintenance tasks:

- (a) building management systems;
- (b) fire systems;
- (c) security systems;
- (d) entry/access system;
- (e) TV/video/audio systems;
- (f) lifts;

[Amendment No.9]

c) All slitting matter and material is to be carted away from the site and properly disposed of.

[Amendment No.9]

E. PERSONNEL CONSIDERATIONS

1.1 Professional Management

The Contractor will ensure that an appropriately qualified maintenance manager will be responsible for implementation of the Maintenance Programme.

1.2 Prisoners

Work undertaken by Prisoners will be commensurate with the skills and abilities of each individual. This work will be monitored and supervised by a suitably trained member of the Contractor's staff. For the avoidance of doubt, Prisoners must not be employed on security systems, locking and other associated works.

1.3 Sub-Contractors

The Contractor shall procure that any sub-contractor will use all reasonable endeavours to ensure that directly employed personnel undertake service and maintenance works.

Where specialist sub-contractors are engaged the site-based maintenance team will be trained in the operation on first-line maintenance tasks for these items. The Contractor shall, where necessary, employ specialist sub-contractors to undertake the following maintenance tasks:

- (a) building management systems;
- (b) fire systems;
- (c) security systems;
- (d) entry/access system;
- (e) TV/video/audio systems;
- (f) lifts;

- (g) emergency generator;
- (h) water treatment;
- (i) refrigeration systems.

F. ADDITIONAL MAINTENANCE OBLIGATIONS

1. Security

- (a) All security systems, including local mechanical key overrides of remotely controlled locks, and component parts will be checked at regular intervals to ensure that they are operating at optimum performance.
- (b) Arrangements will be in place to respond promptly to accidental or deliberate damage.
- (c) Items and systems related to health and safety or security will be given priority in maintenance programming.

2. Health and Safety and Risk Management

The Contractor shall undertake the following activities in order to ensure that all health and safety and risk management requirements are met:

- (a) provide guidance and support in the administration of the estates department including procedures, equipment and ensuring compliance with applicable building regulations, fire prevention regulations, Occupational Health (Inc. COSHH), Safety Codes and Standards, Approved Codes of Practice and all applicable Life Safety Codes;
- (b) collect, maintain and review all pertinent documentation and certification of the physical plant's compliance with the requirements of any applicable national or European statute or regulation;
- (c) provide recommendations for correction of any physical or operational plant deficiency;

- (d) produce, implement and keep up to date fire prevention measures and life-safety inspections with appropriate personnel to comply with the requirements of fire certification.

3. Functional Safety

The Contractor shall:

- (a) provide for the proper management of the requirements of health and safety legislation and other Statutory obligations;
- (b) provide effective arrangements for Site safety, including written policies and procedures, which will minimise hazards from equipment to all persons who may regularly or occasionally utilise the buildings or associated property;
- (c) maintain written standards, procedures, schedules and necessary records and documentation;
- (d) include, in contingency, disaster and disaster recovery plans.

4. Environmental Policy

Four months prior to the Contract Opening Date, the contractor will provide the Authority with its Environmental Policy Statement in so far as it impacts on the maintenance management of the Prison Buildings and Estate.

G. QUALITY CONTROL

- 1.1 The Contractor shall arrange for quality performance reviews to take place in order to ensure that the standard of service required by the Contract is sustained. These reviews will be based on qualitative and quantitative measures. This will take place on the fourth anniversary of the contract and 2 yearly thereafter.
- 1.2 The quality assurance and quality control programmes will comprise a scheduled set of inspections designed to ensure that acceptable levels of maintenance are reached and then maintained. The following key quality assurance/control programmes will be included in the Quality Programme:

- (a) a daily journal will be maintained detailing work undertaken and reviewed;
- (b) weekly inspections of selected facilities will be made;
- (c) preventative maintenance schedules along with performance statistics will be maintained for management control, inspection and administrative review;
- (d) corrective maintenance actions will be tabulated by category, resource requirements and originator.

H. SUMMARY

- 1.1 The Maintenance Programme shall provide a consistent and systematic programme aimed at continued facility operation, minimum down time and maximum productivity through improved management and engineering standards.
- 1.2 The Maintenance Programme shall provide a total maintenance umbrella for all existing operating and maintenance programmes, the purpose of which is to:
 - (a) maintain the life of the plant;
 - (b) reduce the risk of disruption;
 - (c) control maintenance costs.

I. INFORMATION AVAILABLE

The Contractor shall provide to the Controller as agreed:

- (a) asset list amendments;
- (b) work order summaries and additional work order sheets and corrective maintenance summary;
- (c) fire extinguisher inspection sheets;
- (d) roof inspection sheets;

- (e) maintenance and repair requisitions;
- (f) record drawing index sheets;
- (g) Legionella, with purity/hygiene test records;
- (h) manufacturers' instructions library index;
- (i) emergency generator running log;
- (j) automatic heat and smoke detector test records;
- (k) fire alarm system tests;
- (l) sub-contractor service logs.

Reports, to a schedule to be agreed, will be made by the Contractor detailing:

- (a) sub-contracts;
- (b) preventative maintenance;
- (c) reactive maintenance;
- (d) health and safety;
- (e) minor construction.

The following miscellaneous forms, records and logs will be kept by the Contractor:

- (a) updated "as fitted" drawings;
- (b) updated operating and maintenance manuals;
- (c) purchase order records;
- (d) value schedules – charts and logs;
- (e) transportation logs;
- (f) roof surveys;

- (g) fire drill reports;
- (h) pressure vessel inspection records;
- (i) emergency lighting test records;
- (j) smoke ventilation and sprinkler test records;
- (k) gas system test records (including up to date gas schematics;
- (l) lighting protection system and earthing test results;
- (m) certificates relating to the regular testing of electrical appliances;
- (n) records/test certificates relating to any other testing that is required in order to comply with statutes.

J. ENERGY EFFICIENT MEASURES

The Contractor will meet all statutory obligations with regard to energy conservation and provide the Authority with a copy of its Policy Statement, 4 months prior to the contractual Opening Date, the Contractor will provide the Authority with a copy of its Energy Efficiency Action Plan. This Action Plan (of which will form an integral part of the Operating Procedures for the Prison) will monitor and control energy consumption and identify further measures aimed to achieve savings over initial design assumptions and recognised industry targets.

The maintenance of the Prison will be developed in accordance with the energy saving measures outlined in the Energy Efficiency Office (EEO) Guide to Best Practice in Prisons, Emergency Buildings and Courts.

L. COMPLETION SERVICES

Without prejudice to other provisions contained in the Contract, the Contractor will hand to the Authority three months prior to the end of the Contract Term or upon any notice of termination whichever is the earlier, a schedule of known future maintenance work required to be carried out over the next twelve (12) months.

The Contractor shall ensure or procure that the Authority is provided with the following documents immediately prior to the end of the Contract Term:

- (a) copies of all maintenance and operational manuals;
- (b) all test certificates and calculations;
- (c) all planned preventative maintenance documents for the mechanical and electrical engineering installations;
- (d) all planned inspection of buildings schedules and reports;
- (e) all record drawings similar to material and quality as at the start of the contract including changes during the term of the contract;
- (f) a schedule of spare parts held in store;
- (g) all maintenance records;
- (h) the report on any further actions required in connection with the contamination management strategy resulting from the regular site surveys.

APPENDIX A

MAINTENANCE STANDARDS

The Contractor will ensure that the Maintained Assets are maintained where applicable during the Contract Term to the following standards, subject only to acceptable fair wear and tear for a Prison and to any agreed timetable for repair and refit:

1.	BUILDING ELEMENTS	
	SUBSTRUCTURE	
	Foundations	Structurally sound and stable
	Pits	
	Lifts	
	Cable trenches	Free from standing water
	Ground floor slabs	No movement or rocking, cracks sealed
	Expansion joints	Joints sealed and no leaks or dampness
	Surface treatments	Intact and suitable for use
	FRAME	
	Structural steelwork and fixings	Structurally sound and stable
	Intumescent coatings	Fire Protection intact
	Paint	Corrosion protection intact
	Reinforced/precast concrete	Structurally sound and stable
	CLADDING	
	Roof	
	Roof Sheetting	Integrity of lighting protection system Corrosion protection intact, weathertight and properly fixed
	Flashing	Weathertight and properly fixed
	Rooflights and glazing	Weathertight and properly fixed, clean and unbroken
	Gutters and downpipes	No blockages or leaks

	Sidewalls	
	Wall Sheeting	Weathertight and properly fixed
	Precast spandrel panels	Weathertight and properly fixed
	Curtain wall	Weathertight, properly fixed, clean and unbroken
	Windows and glazing	Weathertight, clean and unbroken
	Louvres/smoke extract	Weathertight, operational and properly fixed
	External doors	Weathertight, fully operational and secure
	Roller shutters	Operational and properly fixed
	Brickwork/blockwork	Structurally sound and stable and free from efflorescence
	INTERNAL PARTITIONS	
	Fire/smoke joints	Integrity to be maintained
	Common/painting quality	Finishes intact
	Movement joints	Joints sealed
	Stud-plasterboard faced	Clean undamaged and finishes intact
	Proprietary water closet partitions	Clean and finishes intact
	Screen walls	Clean undamaged and finishes intact
	Internal doors and glazing	Clean and finishes intact
	METALWORK	
	Stairs and walkways	Safe and finishes intact
	Balustrades and handrails	Safe and finishes intact
	Access ladders	Safe and finishes intact
	Security screens, gates and grilles	Fully operational and finishes intact
	Sanitary ware	Free from chips and cracks
	IRONMONGERY	
	Security locks/latches	Complete and fully operational
	Door Furniture	Complete and fully operational
	Windows furniture	Complete and fully operational

	WALL FINISHES	Clean and intact
	FLOOR FINISHES	Safe, clean and intact
	Suspended ceilings	Safe, clean and intact
	DECORATIONS	Clean and intact
	EXTERNALS	
	Drainage: soil water and foul water	Free-flowing with no blockages or leaks, traps full
	Access and perimeter roads	Safe, serviceable and free from weeds
	Car parks hardstandings and aprons	Safe, serviceable and free from weeds
	Reinforced grass paving	Safe, serviceable and free from weeds
	Exercise and hard play areas	Safe, serviceable and free from weeds
	Street furniture	Safe and serviceable
	Fencing and gates	Safe, fully operational and secure
	Walls	Safe and secure
	Landscaping and grassed areas	Clean and tidy and acceptable according to recognised horticultural standards
	Grass surfaced playing fields	Clean, tidy, free from water, and to guidelines set by Sports Council
2.	SERVICES ELEMENTS	
	PLUMBING	
	Internal	
	Cold water storage tanks	No leaks, operational, hygienic and to design standards
	Cold water booster sets	No leaks, operational, hygienic and to design standards
	Sanitaryware and fittings, baths and showers	No leaks, operational, hygienic and to design standards
	Gas fired instantaneous hot water	No leaks, operational, hygienic and to design standards

	Boilers		
	Pipework valves and pumps		No leaks, operational, hygienic and to design standards
	Electrical supplies to plumbing services		Operational and to design standards
	External		
	Macerator		Operational and to design standards
	Hydrant/fire water storage tank		No leaks, operational and to design standards
	Hydrant/fire main booster set		No leaks, operational and to design standards
	Fire main and hydrants		No leaks, operational and to design standards
	Pipework, valves & pumps		No leaks, operational and to design standards
	MECHANICAL		
	Internal piped systems		
	Boiler modules and flues		No leaks, operational and to design standards
	Sprinkler/deluge systems		No leaks, operational and to design standards
	Pressurisation sets		No leaks, operational and to design standards
	Duty/standby pump sets		No leaks, operational and to design standards
	Gas fired unit heaters		No leaks, operational and to design standards
	Air Compressors		Fully operational and to design standards
	Fire hosereels		No leaks, operational and to design standards
	Pipework, valve pumps, radiators		No leaks, operational and to design standards
	Electrical supplies to mechanical service		Operational and to design standards
	Internal-ventilation system		
	Toilet and shower extract ventilation fans		Operational and to design standards
	Heat recovery systems		Operational and to design

		standards
	Area extract ventilation fans	Operational and to design standards
	Area supply ventilation fans	Operational and to design standards
	Area supply air handling units	No leaks, operational and to design standard
	Air Conditioning Units/DX Units	No leaks, operational and to design standard
	Fume, dust heat extract systems	No leaks, operational and to design standard
	Ductwork dampers, filters, grills, diffusers	No leaks, operational and to design standard
	Electrical supplies to ventilation services	Operational and to design standards
	Heater Batteries	Operational and to design standards
	ELECTRICAL: INTERNAL	
	High voltage ring main units	Operational and to design standards
	Transformers	Operational and to design standards
	Main low voltage switch panel	Operational and to design standards
	Power factor correction equip	Operational and to design standards
	Standby diesel generators	Fully operational and to design standards
	Generator control panels	Fully operational and to design standards
	Sub-distribution low voltage switch panels	Operational and to design standards
	Lighting systems and luminaires	Operational and to design standards
	Wiring and cables	Operational and to design standards
	Special Systems	
	Public address	Operational and to design standards

	Perimeter wall alarm	Fully operational and to design standards
	Inner Perimeter Fence Alarm	Fully operational and to design standards
	Telephone and data cabling system	Operational and to design standards
	Smoke detection	Fully operational and to design standards
	Fire alarms, general alarm, tamper alarm	Fully operational and to design standards
	Detection close circuit television and infrared	Fully operational and to design standards
	Television and radio	Operational and to design standards
	Inmate call	Fully operational and to design standards
	Lifts	Operational and to design standards
	ELECTRICAL: EXTERNAL	
	Security lighting	Operational and to design standards and compatible with external close circuit television lux level requirements
	Perimeter lighting	Operational and to design standards and compatible with external close circuit television lux level requirements
	Road/path lighting	Operational and to design standards and compatible with external close circuit television lux level requirements
	Lighting protection	Operational and to design standards and compatible with external close circuit television lux level requirements
3.	SPECIAL EQUIPMENT	
	Pneumatic security equipment	Fully operational and to design objectives
	Electronic security equipment	Fully operational and to design

		objectives
	Information technology and communications equipment	Fully operational and to design objectives
	Laundry equipment	Operational, hygienic and to design standards
	Kitchen Including trolleys	Operational, hygienic and to design standards
	Beverage stations/services	Operational, hygienic and to design standards
	Medical equipment	Operational, hygienic and to design standards
	Maintenance equipment	Safe and operational
4	GENERAL	The Contractor will have a programme for the control of infestation and vermin throughout the Prison and the Site.
		The Prison is to be kept free of damp and decay.
		All mobile equipment to be securely controlled and stored.
		All non-mobile plant and equipment is to be securely fixed.
		Statutory notices are to be displayed as required.

APPENDIX B

Refit and Replacement Maintenance

The Contractor shall, within the terms of the overall maintenance requirements of the prison, arrange for the refit maintenance and the replacement of required items as it believes necessary to comply with the Contract during the implementation of the standard forward and planned preventative maintenance programme to ensure the continued effective and economic management of the maintained assets.

In setting up and executing the Maintenance Programme the Contractor shall have due regard to handing back the Maintained Assets to the Authority at the expiry of or termination of the Contract Term, such that either:

- (a) the subsequent average cost capable of being incurred by the Authority in maintaining those assets is not significantly greater than that incurred by the Contractor in average over the proceeding life of the Contract; or
- (b) such costs are not significantly greater as a result of failure to maintain in accordance with current good industry and prison service practice.

N.B. In assessing the needs of the Maintenance Programme in this respect both the Authority and the Contractor shall take into account all relevant factors including making due allowances for fair wear and tear and for indexation of labour and material costs. Any adjustments to the refit and replacement programme necessary to achieve those requirements shall be agreed between the Authority and the Contractor following on from the findings of the final dilapidation survey, and shall be carried out by the Contractor before expiry or termination of the Contract Term.

SCHEDULE D

Part 1

Operational Requirements

[REDACTED]

[REDACTED]

[REDACTED]

SCHEDULE E

Payment Mechanism

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

SCHEDULE F

[REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

[REDACTED]

SCHEDULE G

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

SCHEDULE H

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

SCHEDULE I**Daily Report**

This Schedule sets out the form in which the Contractor will notify the Authority daily of the number of Available Prisoner Places on previous day

Location (HB Unit)	AVAILABILITY			EXCEEDING PERMITTED LEVEL		
	A Available Prisoner Places (Clause 29.1)	B Additional Prisoner Places (Clause 40)	C Total Available and Additional Prisoner Places (A&B)	D Total Double Prisoner Cell Trebled and Single Prisoner Cells Doubled (Clause 29.3)	E Permitted Level (Clause 1.1)	F Available Places Exceeding Permitted Level (clause 29.4)
1	130	40	170			
2	130	40	170			
3	130	40	170			
4	130	40	170			
5	130	40	170			
6	130	40	170			
7	20		20			
8	146	20	166			
9	118	16	134			
TOTALS	1064	276	1340			

Comments:

Signed (Director): _____

Name: XXXXXXXXXX Date: _____

SCHEDULE J

NAMED REPRESENTATIVES

PART I

NAMED REPRESENTATIVES OF THE AUTHORITY

For the purposes of Clause 62.1 (*Authority to Commit and Variation*) of the Contract the following representatives of the Authority have authority to vary the terms and conditions of the Contract, or to commit the Authority to additional expenditure:

Contract signatory:	██████████ or his nominated officer
Head of Commercial & Competitions Unit:	██████████ or her nominated officer(s)

PART II

NAMED REPRESENTATIVES OF THE CONTRACTOR

The Contractor's named representative authorised to accept communication are:

Chairman of the Board of the Contractor ██████████ or his nominated officer

Address: ██████████

Secretary of the Contractor: ██████████ or his nominated officer

Address: ██████████

SCHEDULE L

Letter to Health and Safety Executive

[ON LETTERHEAD OF CONTRACTOR]

Health and Safety Executive
No 1 Long Lane
London
SE1 4PG

[Date]

Dear Sirs

**CONSTRUCTION (DESIGN & MANAGEMENT) REGULATIONS 1994
PROPOSED NEW PRISON AT AGECROFT**

We, [Contractor]/[API] Limited, declare that we agree to act as the client for the purposes of the Regulations referred to above in connection with the construction of the prison at Agecroft (including any changes and/or additions to such construction, the address of which is as follows:

[Set out full address of construction site]

Documents may be served on [Contractor]/[API] Limited at the following address:

[Set out full address for service of documents]

Yours faithfully

Signed by [Name][Position]
for and on behalf of [Contractor]/[API] Limited

SCHEDULE M

Part 1

Compliance Monitoring

1. The following is a summary of the range of duties which the Independent Engineer and his representatives will carry out on behalf of the Authority:
 - (a) To provide project compliance monitoring and to provide the Engineer's Declaration. This is to be achieved by:
 - (i) observing and monitoring a sufficient sample of mock-ups, fabrications, construction and installation works as to satisfy the Independent Engineer that works comply with both Schedule A (*Specifications*) and any subsequent (compliant) design development;
 - (ii) monitoring the progress of the Contractor's design development and auditing the compliance of his designs and specification against Schedule A (*Specifications*) providing progress reports to the Authority;
 - (iii) carrying out procedural audits as required;
 - (iv) overseeing and auditing a sufficient sample of the Contractor's own quality assurance and project control systems and procedures to satisfy himself that the Works comply with Schedule A (*Specifications*);
 - (v) issuing non-compliance notices and overseeing the resolution of these as set out in this Schedule;
 - (vi) monitoring (but not conducting) the commissioning of components of the Works. (The Independent Engineer will achieve this by monitoring the Works and auditing the records of the parties commissioning and witnessing the testing of such works);
 - (vii) during the commissioning stage, receiving the results of all tests on a daily basis and monitoring the records in order to ascertain the commissioning is in accordance with parameters established in Schedule A (*Specifications*).

For the avoidance of doubt, references to Schedule A (*Specifications*) in this Schedule include references to Schedule A (*Specifications*) as amended by the Authority or with the Authority's approval pursuant to the Contract and/or this Schedule Parts 3 and 4.

- (b) The Independent Engineer has no authority to vary Schedule A (*Specifications*). The Named Representatives of the Authority alone may authorise such variations

in accordance with Clause 62 (***Authority to Commit and Variation***). The Independent Engineer will facilitate the Authority's review of changes under the change of control procedures as set out in Part 3 of this Schedule M (***Compliance Monitoring***).

- (c) The Independent Engineer will facilitate the Authority's review of the Contractor/Construction Sub-contractor's requests for changes under Clause 62 (***Authority to Commit and Variation***) of the Contract, in accordance with the procedures contained within this Schedule.
 - (d) To monitor the progress of the Project with respect to the Contractor's programme and advise the Authority whether the Actual Opening Date is likely to be different from the Contractual Opening Date.
 - (e) To monitor the efforts of the Contractor in seeking Planning Approval from the Local Planning Authority (LPA) including attendance; as individually requested by the Authority; at all key meetings held with the LPA. If the circumstances arise, to advise on whether the Contractor has exercised its best endeavours in obtaining planning approval.
2. The Contractor is required to provide information and documentation to the Independent Engineer to enable him to discharge his responsibilities and duties. This information includes but is not limited to the following:
- (a) copy of the master programme for the Works;
 - (b) copy of the weekly or similar detailed programmes showing when the Construction Sub-contractor intends to carry out key activities whether off or on site;
 - (c) a list of relevant meetings taking place and copies of minutes as required;
 - (d) copies of working drawings, schedules and specifications prepared for the Works as requested by the Independent Engineer and sufficient to demonstrate compliance against Schedule A (Specifications);
 - (e) unhindered access to non commercial correspondence, designs, drawings, documents register, technical and audit reports, consents, certificates and specifications to a level necessary to allow the Independent Engineer to assess compliance;
 - (f) copies of all correspondence relating to planning matters;
 - (g) unhindered access to non-commercial documents concerning procurement schedules and orders placed; lists of main suppliers, main and specialist subcontractors working for the Construction Sub-contractor;

- (h) unhindered access to all quality control and quality (assurance) records including procedures and method statements for the Works. The Independent Engineer may request extracts of Construction Sub-contractor's method statements from these files;
- (i) copies of all non-compliance reports generated by the Contractor and by the Construction Sub-contractor under the Construction Sub-Contract and clearance of the same;
- (j) copies of commissioning reports;
- (k) copies of as-built drawings, operating and maintenance manuals and the other documentation as set out in Part 3 of Schedule N (**Management and Control of Documentation**) together with any other documentation which the Construction Sub-contractor performing design and building works for the Contractor will produce to the Contractor when handing over the Prison and the Site to the Contractor;
- (l) copy of the Health and Safety Plan and access to safety reports;
- (m) copy of the Project Plan (which details how the Works shall be carried out) except the commercial section;
- (n) copy of the building snagging list prior to handover of the Prison to the Contractor;
- (o) copies of the minutes of monthly meetings between the Construction Sub-contractor and its principal sub-contractors; and
- (p) copies of monthly progress reports prepared by or on behalf of the Contractor concerned with the Contract.

Documents to which unhindered access will be provided by the Construction Sub-contractor and its principal sub-contractors will be located at Tilbury Douglas Construction offices, George Road, Erdington, Birmingham B23 7RZ prior to commencement on site, and thereafter at the Prison Site Offices.

3. The Independent Engineer will hold regular meetings at which he will discuss compliance matters with the Contractor and/or Construction Sub-contractor. He may wish to attend meetings between the Contractor and the Construction Sub-contractor if appropriate (and this will be by agreement with the Contractor).
4. The Independent Engineer will be the first channel of communications with the Construction Sub-contractor on matters concerning design and construction and compliance monitoring. However, in accordance with Clause 26.2 (**Engineer's Declaration**) of the Contract, the Engineer's Declaration will be signed by a Senior Manager in the firm appointed as Independent Engineer.

5. The Contractor is responsible for delivering the Works, and the Authority does not give approval to his work. The Independent Engineer will promptly bring matters to the attention of both the Authority, the Contractor and the Construction Sub-contractor which may adversely affect the issue of the Engineer's Declaration. The non-compliance note appended with this Schedule shall be used by the Independent Engineer for this purpose. The Contractor will act on these comments in sufficient and reasonable time to allow the timely issue of the Engineer's Declaration.

Part 1A

Compliance Monitoring - Houseblock Works

1. The following is a summary of the range of duties which the Independent Engineer and his representatives will carry out on behalf of the Authority:

(a) To provide project compliance monitoring and to provide the Engineer's Declaration. This is to be achieved by:

- (i) observing and monitoring a sufficient sample of mock-ups, fabrications, construction and installation works as to satisfy the Independent Engineer that works comply with both Schedule A (**Specifications**) and any subsequent (compliant) design development;
- (ii) monitoring the progress of the Contractor's design development and auditing the compliance of his designs and specification against Schedule A (**Specifications**) providing progress reports to the Authority;
- (iii) carrying out procedural audits as required;
- (iv) overseeing and auditing a sufficient sample of the Contractor's own quality assurance and project control systems and procedures to satisfy himself that the Houseblock Works comply with Schedule A (**Specifications**);
- (v) issuing non-compliance notices and overseeing the resolution of these as set out in this Schedule;
- (vi) monitoring (but not conducting) the commissioning of components of the Houseblock Works. (The Independent Engineer will achieve this by monitoring the Houseblock Works and auditing the records of the parties commissioning and witnessing the testing of such works);
- (vii) during the commissioning stage, receiving the results of all tests on a daily basis and monitoring the records in order to ascertain the commissioning is in accordance with parameters established in Schedule A (**Specifications**).

For the avoidance of doubt, references to Schedule A (**Specifications**) in this Schedule include references to Schedule A (**Specifications**) as amended by the Authority or with the Authority's approval pursuant to the Contract and/or this Schedule Parts 3A and 4A.

(b) The Independent Engineer has no authority to vary Schedule A (**Specifications**). The Named Representatives of the Authority alone may authorise such variations in accordance with Clause 62 (**Authority to Commit and Variation**). The Independent Engineer will facilitate the Authority's review of changes under the

change of control procedures as set out in Part 3A of this Schedule M (**Compliance Monitoring**).

- (c) The Independent Engineer will facilitate the Authority's review of the Contractor/Houseblock Construction Sub-contractor's requests for changes under Clause 62 (**Authority to Commit and Variation**) of the Contract, in accordance with the procedures contained within this Schedule.
 - (d) To monitor the progress of the Project with respect to the Contractor's programme and advise the Authority whether the Actual Houseblock Opening Date is likely to be different from the Contractual Houseblock Opening Date.
 - (e) To monitor the efforts of the Contractor in seeking Planning Approval from the Local Planning Authority (LPA) including attendance; as individually requested by the Authority; at all key meetings held with the LPA. If the circumstances arise, to advise on whether the Contractor has exercised its best endeavours in obtaining planning approval.
2. The Contractor is required to provide information and documentation to the Independent Engineer to enable him to discharge his responsibilities and duties. This information includes but is not limited to the following:
- (a) copy of the master programme for the Houseblock Works;
 - (b) copy of the weekly or similar detailed programmes showing when the Houseblock Construction Sub-contractor intends to carry out key activities whether off or on site;
 - (c) a list of relevant meetings taking place and copies of minutes as required;
 - (d) copies of working drawings, schedules and specifications prepared for the Houseblock Works as requested by the Independent Engineer and sufficient to demonstrate compliance against Schedule A (**Specifications**);
 - (e) unhindered access to non commercial correspondence, designs, drawings, documents register, technical and audit reports, consents, certificates and specifications to a level necessary to allow the Independent Engineer to assess compliance;
 - (f) copies of all correspondence relating to planning matters;
 - (g) unhindered access to non-commercial documents concerning procurement schedules and orders placed; lists of main suppliers, main and specialist subcontractors working for the Houseblock Construction Sub-contractor;
 - (h) unhindered access to all quality control and quality (assurance) records including procedures and method statements for the Houseblock Works. The Independent

Engineer may request extracts of Houseblock Construction Sub-contractor's method statements from these files;

- (i) copies of all non-compliance reports generated by the Contractor and by the Houseblock Construction Sub-contractor under the Houseblock Construction Sub-Contract and clearance of the same;
- (j) copies of commissioning reports;
- (k) copies of as-built drawings, operating and maintenance manuals and the other documentation as set out in Part 3A of Schedule N (**Management and Control of Documentation**) together with any other documentation which the Houseblock Construction Sub-contractor performing design and building works for the Contractor will produce to the Contractor when handing over the Houseblock and the Houseblock Works Area to the Contractor;
- (l) copy of the Health and Safety Plan and access to safety reports;
- (m) copy of the Project Plan (which details how the Works shall be carried out) except the commercial section;
- (n) copy of the building snagging list prior to handover of the Houseblock to the Contractor;
- (o) copies of the minutes of monthly meetings between the Houseblock Construction Sub-contractor and its principal sub-contractors; and
- (p) copies of monthly progress reports prepared by or on behalf of the Contractor concerned with the Contract.

Documents to which unhindered access will be provided by the Houseblock Construction Sub-contractor and its principal sub-contractors will be located at the Houseblock Construction Sub-contractor's registered office prior to commencement on site, and thereafter at the Prison Site Offices.

- 3. The Independent Engineer will hold regular meetings at which he will discuss compliance matters with the Contractor and/or Houseblock Construction Sub-contractor. He may wish to attend meetings between the Contractor and the Houseblock Construction Sub-contractor if appropriate (and this will be by agreement with the Contractor).
- 4. The Independent Engineer will be the first channel of communications with the Houseblock Construction Sub-contractor on matters concerning design and construction and compliance monitoring. However, in accordance with Clause 26A.2 (**Engineer's Houseblock Declaration**) of the Contract, the Engineer's Houseblock Declaration will be signed by a Senior Manager in the firm appointed as Independent Engineer.

5. The Contractor is responsible for delivering the Houseblock Works, and the Authority does not give approval to his work. The Independent Engineer will promptly bring matters to the attention of both the Authority, the Contractor and the Houseblock Construction Sub-contractor which may adversely affect the issue of the Engineer's Houseblock Declaration. The non-compliance note appended with this Schedule shall be used by the Independent Engineer for this purpose. The Contractor will act on these comments in sufficient and reasonable time to allow the timely issue of the Engineer's Houseblock Declaration.

Part 2

Demonstration of Compliance During Design Development and Construction

Compliant Design Development

1. Design Development is the development by the Construction Sub-contractor of the design of the Works within the scope and intent of the documents contained within Schedule A (**Specifications**) and including any necessity to meet planning, building control, fire, health and safety or other statutory requirements or approvals to ensure the works can be built as designed in order to finalise the design. It will also include development of the design to allow subsequent construction of the Works to be safely and practically executed.

Non-Compliant Design Development

2. Any change to Schedule A (**Specifications**) which does not constitute Design Development will be considered to be a Contractor's change and shall be dealt with in accordance with the Contract and Part 3 of this Schedule M (**Change Control Procedure**).

Means of Demonstrating Compliance

3. Drawing revisions will be marked up to show changes or otherwise noted as they are issued. The Contractor shall forward to the Independent Engineer:
 - (a) any significant changes within Design Development (but not minor changes to the drawings made to work-up the design to greater detail);
 - (b) written applications for changes to Schedule A (**Specifications**) which require the Authority's approval to proceed. These shall be dealt with in accordance with Part 3 of this Schedule M (**Compliance Monitoring**)

In each case the Contractor will prepare a report for the Independent Engineer describing the nature of the change, explaining why it is thus proposed and if appropriate requesting the Authority's approval to proceed in accordance with Part 3 of this Schedule M (**Compliance Monitoring**). The notice of change proforma (Q28) appended to this Schedule M (**Compliance Monitoring**) shall be used by the Contractor for this purpose.

In the event that the Independent Engineer does not accept the classification of the design change made by the Contractor and the Construction Sub-contractor he shall inform the Contractor and the Construction Sub-contractor within a period of seven (7) days and shall treat the submission made by the Contractor

and the Construction Sub-contractor as one within Design Development or as a change to Schedule A (Specifications) to be dealt with in accordance with Part 3 of this Schedule M (**Compliance Monitoring**) as he considers appropriate. In the event that the Independent Engineer considers that any aspect of a design change submitted to him by the Contractor and the Construction Sub-contractor in accordance with this paragraph 3 or which comes to his attention during any audit of the Contractor and the Construction Sub-contractor's design documentation is not within Design Development, then the Independent Engineer will notify the Authority, Contractor and the Construction Sub-contractor within seven (7) days accordingly. This may include the issue of a non-compliance report. The Contractor (and in turn the Construction Sub-contractor) will respond and clear all reports with the Authority in accordance with Part 3 of this Schedule M (**Compliance Monitoring**).

The Contractor, the Independent Engineer and the Construction Sub-Contractor will meet each month or more frequently if agreed, to review the status of project compliance as shown in the schedule kept for this purpose, with a view to resolving any outstanding compliance matters to prevent delay or future interpretation problems. The Independent Engineer will respond to the Contractor within fourteen (14) days on all matters submitted as Design Development and subsequently classified as Design Development.

Audit Trail

4. As part of this procedure the Contractor will, and shall procure that the Construction Sub-contractor will set up a formal audit trail keeping records of all compliance requests together with the accompanying documentation (including the highlighted drawings), which will clearly demonstrate that the working drawings comply with Schedule A (**Specifications**).

Test of Reasonableness

5. If there is a disagreement between the Contractor and the Independent Engineer in relation to the issue of a non-compliance notice, the Independent Engineer will test the proposed change against the joint criteria of equivalent or improved level of custodial service, and also the specified operational performance and durability of the Prison and the Site. Should the disagreement persist, the Independent Engineer will provide detailed reasons for his concerns. This may require further information to be supplied by the Contractor and the Construction Sub-contractor.
6. The procedure set out in Parts 2 and 3 of this Schedule M (**Compliance Monitoring**) will be extended to cover all subsequent stages of the Works up to the Independent Engineer's Declaration. This will include Design Development at any time including that presented by sub-contractors once the Construction Sub-contractor has put the Works out to tender.

Nothing done by the Independent Engineer in accordance with Clause 26 (**Engineer's Declaration**) of the Contract or this Schedule M (**Compliance Monitoring**) shall in any respect relieve or absolve the Contractor from its responsibility for the Works under or in accordance with the Contract.

Part 2A

Demonstration of Compliance During Design Development and Construction of the Houseblock Works

Compliant Design Development

1. Design Development is the development by the Houseblock Construction Sub-contractor of the design of the Houseblock Works within the scope and intent of the documents contained within Schedule A (**Specifications**) and including any necessity to meet planning, building control, fire, health and safety or other statutory requirements or approvals to ensure the works can be built as designed in order to finalise the design. It will also include development of the design to allow subsequent construction of the Houseblock Works to be safely and practically executed.

Non-Compliant Design Development

2. Any change to Schedule A (**Specifications**) which does not constitute Design Development will be considered to be a Contractor's change and shall be dealt with in accordance with the Contract and Part 3A of this Schedule M (**Change Control Procedure - Houseblock Works**).

Means of Demonstrating Compliance

3. Drawing revisions will be marked up to show changes or otherwise noted as they are issued. The Contractor shall forward to the Independent Engineer:
 - (a) any significant changes within Design Development (but not minor changes to the drawings made to work-up the design to greater detail);
 - (b) written applications for changes to Schedule A (**Specification**) which require the Authority's approval to proceed. These shall be dealt with in accordance with Part 3A of this Schedule M (**Compliance Monitoring**)

In each case the Contractor will prepare a report for the Independent Engineer describing the nature of the change, explaining why it is thus proposed and if appropriate requesting the Authority's approval to proceed in accordance with Part 3A of this Schedule M (**Compliance Monitoring**). The notice of change proforma (Q28) appended to this Schedule M (**Compliance Monitoring**) shall be used by the Contractor for this purpose.

In the event that the Independent Engineer does not accept the classification of the design change made by the Contractor and the Houseblock Construction Sub-contractor he shall inform the Contractor and the Houseblock Construction Sub-contractor within a period of seven (7) days and shall treat the submission made by the Contractor and the Houseblock Construction Sub-contractor as one within

Design Development or as a change to Schedule A (**Specifications**) to be dealt with in accordance with Part 3A of this Schedule M (**Compliance Monitoring**) as he considers appropriate. In the event that the Independent Engineer considers that any aspect of a design change submitted to him by the Contractor and the Houseblock Construction Sub-contractor in accordance with this paragraph 3 or which comes to his attention during any audit of the Contractor and the Houseblock Construction Sub-contractor's design documentation is not within Design Development, then the Independent Engineer will notify the Authority, Contractor and the Houseblock Construction Sub-contractor within seven (7) days accordingly. This may include the issue of a non-compliance report. The Contractor (and in turn the Houseblock Construction Sub-contractor) will respond and clear all reports with the Authority in accordance with Part 3A of this Schedule M (**Compliance Monitoring**).

The Contractor, the Independent Engineer and the Houseblock Construction Sub-Contractor will meet each month or more frequently if agreed, to review the status of project compliance as shown in the schedule kept for this purpose, with a view to resolving any outstanding compliance matters to prevent delay or future interpretation problems. The Independent Engineer will respond to the Contractor within fourteen (14) days on all matters submitted as Design Development and subsequently classified as Design Development.

Audit Trail

4. As part of this procedure the Contractor will, and shall procure that the Houseblock Construction Sub-contractor will set up a formal audit trail keeping records of all compliance requests together with the accompanying documentation (including the highlighted drawings), which will clearly demonstrate that the working drawings comply with Schedule A (**Specifications**).

Test of Reasonableness

5. If there is a disagreement between the Contractor and the Independent Engineer in relation to the issue of a non-compliance notice, the Independent Engineer will test the proposed change against the joint criteria of equivalent or improved level of custodial service, and also the specified operational performance and durability of the Houseblock and the Houseblock Works Area. Should the disagreement persist, the Independent Engineer will provide detailed reasons for his concerns. This may require further information to be supplied by the Contractor and the Houseblock Construction Sub-contractor.
6. The procedure set out in Parts 2 and 3 of this Schedule M (**Compliance Monitoring**) will be extended to cover all subsequent stages of the Houseblock Works up to the Engineer's Houseblock Declaration. This will include Design Development at any time including that presented by sub-contractors once the

Houseblock Construction Sub-contractor has put the Houseblock Works out to tender.

Nothing done by the Independent Engineer in accordance with Clause 26A (***Engineer's Houseblock Declaration***) of the Contract or this Schedule M (***Compliance Monitoring***) shall in any respect relieve or absolve the Contractor from its responsibility for the Houseblock Works under or in accordance with the Contract.

Part 3

Change Control Procedure

Introduction

1. Part 3 of this Schedule M sets out the procedure for changes to Schedule A (**Specifications**) proposed by the Contractor or Houseblock Construction Sub-contractor for the purpose of ensuring that the Independent Engineer has an up-to-date Schedule A (**Specifications**) against which he can monitor compliance on an ongoing basis and issue the Engineer's Declaration in accordance with Clause 26 (**Engineer's Declaration**) of the Contract.
2. A change to Schedule A (**Specifications**) proposed by the Contractor or Houseblock Construction Sub-contractor shall be referred to in Part 3 of this Schedule M (**Compliance Monitoring**) as a Contractor's Change. For the avoidance of doubt, a Contractor's Change shall include:
 - (a) any proposed amendment to any of the documents in Schedule A (**Specifications**);
 - (b) all references to Schedule A (**Specifications**) are to Schedule A (**Specifications**) as amended from time to time whether by the Authority or with the Authority's approval pursuant to Clause 62 (**Authority to Commit and Variation**); and
 - (c) a change to the location or composition of a secure line for any room, compartment of a building, or area (including the overall prison perimeter), or a change to the communications systems (including cell call and other alarms, fire alarms and smoke detectors, CCTV and movement sensors).

Procedure

3. Where the Contractor wishes to propose a Contractor's Change, the Contractor shall make a written application to the Authority using the notice of change proforma, Form A, appended to this Schedule M (**Compliance Monitoring**). The written application shall contain the following information relating to the Contractor's Change:
 - (a) the reason why the Contractor considers that the Contractor's Change is necessary or desirable;
 - (b) where the Contractor's Change will give rise to an adjustment in the Contract Price because it arises out of a change to Prison Legislation, the information required pursuant to Clause 24 (**Extension of Time**) (or the

Contractor's best estimate thereof at the time of submitting the application);

- (c) where the Contractor's Change will delay completion of the Works the Contractor's reasonable estimate of the likely length of the delay;
 - (d) such other information as is reasonably required by the Independent Engineer or the Authority for a sufficient understanding of the Contractor's Change proposed; and
 - (e) notwithstanding that the written application referred to in this paragraph is a written application to the Authority, the Contractor shall direct the written application to the Independent Engineer for his attention. Receipt of the written application by the Independent Engineer shall constitute receipt of the written application by the Authority.
4. The Authority shall within fourteen (14) days, or in the case of multiple applications within a reasonable period of receiving the Contractor's written application provide a written response to the Contractor which shall either:
- (a) approve the Contractor's Change;
 - (b) request more information regarding the Change; or
 - (c) reject the proposed Change and provide reasons for its rejection.
5. Where the Authority accepts the Contractor's Change, Schedule A (**Specifications**) shall be amended accordingly and the Contractor shall implement the Contractor's Change within the Works.
6. Where the Authority requires more information regarding the Contractor's Change, the Authority's request for further information shall always be limited to what is reasonable to enable it to understand the design and intent of the Contractor's Change or where paragraph 3(b) or 3(c), above applies, the cost or time consequences of the Contractor's Change. Upon receipt of the further information the Authority shall respond to the Contractor's Change in accordance with paragraph 4 above.
7. The Contractor shall not incorporate any proposed Contractor's Change into the Works unless and until it receives the approval of the Authority in accordance with paragraph 4 above. If the Contractor does incorporate the Contractor's Change into the Works without the said approval, it shall be done at the Contractor's own risk and on the understanding that, if approval is not subsequently given, the Independent Engineer may be unable to issue the Engineer's Declaration in accordance with Clause 26 (**Engineer's Declaration**) of the Contract.

Part 3A

Change Control Procedure - Houseblock Works

Introduction

1. Part 3A of this Schedule M sets out the procedure for changes to Schedule A (**Specifications**) proposed by the Contractor or Houseblock Construction Sub-contractor for the purpose of ensuring that the Independent Engineer has an up-to-date Schedule A (**Specifications**) against which he can monitor compliance on an ongoing basis and issue the Engineer's Houseblock Declaration in accordance with Clause 26A (**Engineer's Houseblock Declaration**) of the Contract.
2. A change to Schedule A (**Specifications**) proposed by the Contractor or Houseblock Construction Sub-contractor shall be referred to in Part 3A of this Schedule M (**Compliance Monitoring**) as a Contractor's Change. For the avoidance of doubt, a Contractor's Change shall include:
 - (a) any proposed amendment to any of the documents in Schedule A (**Specifications**);
 - (b) all references to Schedule A (**Specifications**) are to Schedule A (**Specifications**) as amended from time to time whether by the Authority or with the Authority's approval pursuant to Clause 62 (**Authority to Commit and Variation**); and
 - (c) a change to the location or composition of a secure line for any room, compartment of a building, or area (including the overall prison perimeter), or a change to the communications systems (including cell call and other alarms, fire alarms and smoke detectors, CCTV and movement sensors).

Procedure

3. Where the Contractor wishes to propose a Contractor's Change, the Contractor shall make a written application to the Authority using the notice of change proforma, Form A, appended to this Schedule M (**Compliance Monitoring**). The written application shall contain the following information relating to the Contractor's Change:
 - (a) the reason why the Contractor considers that the Contractor's Change is necessary or desirable;
 - (b) where the Contractor's Change will give rise to an adjustment in the Contract Price because it arises out of a change to Prison Legislation, the information required pursuant to Clause 24A (**Extension of Time -**

Increased Capacity) (or the Contractor's best estimate thereof at the time of submitting the application);

- (c) where the Contractor's Change will delay completion of the Houseblock Works the Contractor's reasonable estimate of the likely length of the delay;
 - (d) such other information as is reasonably required by the Independent Engineer or the Authority for a sufficient understanding of the Contractor's Change proposed; and
 - (e) notwithstanding that the written application referred to in this paragraph is a written application to the Authority, the Contractor shall direct the written application to the Independent Engineer for his attention. Receipt of the written application by the Independent Engineer shall constitute receipt of the written application by the Authority.
4. The Authority shall within fourteen (14) days, or in the case of multiple applications within a reasonable period of receiving the Contractor's written application provide a written response to the Contractor which shall either:
- (a) approve the Contractor's Change;
 - (b) request more information regarding the Change; or
 - (c) reject the proposed Change and provide reasons for its rejection.
5. Where the Authority accepts the Contractor's Change, Schedule A (**Specifications**) shall be amended accordingly and the Contractor shall implement the Contractor's Change within the Houseblock Works.
6. Where the Authority requires more information regarding the Contractor's Change, the Authority's request for further information shall always be limited to what is reasonable to enable it to understand the design and intent of the Contractor's Change or where paragraph 3(b) or 3(c), above applies, the cost or time consequences of the Contractor's Change. Upon receipt of the further information the Authority shall respond to the Contractor's Change in accordance with paragraph 4 above.
7. The Contractor shall not incorporate any proposed Contractor's Change into the Houseblock Works unless and until it receives the approval of the Authority in accordance with paragraph 4 above. If the Contractor does incorporate the Contractor's Change into the Houseblock Works without the said approval, it shall be done at the Contractor's own risk and on the understanding that, if approval is not subsequently given, the Independent Engineer may be unable to issue the Engineer's Houseblock Declaration in accordance with Clause 26A (**Engineer's Houseblock Declaration**) of the Contract.

Part 4

Change Control Procedure Post Engineer's Declaration

Introduction

1. Part 4 of this Schedule M (**Compliance Monitoring**) sets out the procedure for agreeing and implementing changes to Schedule A (**Specifications**) proposed by the Contractor after issue of the Engineer's Declaration.
2. A change to Schedule A (**Specifications**) proposed by the Contractor shall be referred to in part 4 of this Schedule M (**Compliance Monitoring**) as a Contractor's Change. For the avoidance of doubt a Contractor's Change shall include:
 - (a) any proposed amendment to any of the documents in Schedule A (**Specifications**); and
 - (b) a change to the location or construction fabric on a secure line for any room, compartment of a building, building or area (including the overall prison perimeter), or a change to the security and communications systems (including cell call and other alarms, smoke detectors, CCTV, locking, access control, movement sensors and associated control equipment).

All references to Schedule A (**Specifications**) are to Schedule A (**Specifications**) as amended from time to time either by the Authority or with the Authority's approval pursuant to Clause 9 (**Change to Services Required**) of the Contract.

Procedure

3. Where the Contractor wishes to propose a Contractor's Change, the Contractor shall make a written application to the Authority using the notice of change proforma appended to this Schedule M (**Compliance Monitoring**). The written application shall contain the following information relating to the Contractor's Change:
 - (a) the reason why the Contractor considers the Contractor's Change is necessary or desirable;
 - (b) where the Contractor's Change will give rise to an adjustment in the Contract Price because it arises out of a change to Prison Legislation, the Information required pursuant to Clause 39.2 (**Variation of Price**) (or the Contractor's best estimate thereof at the time of submitting the application);

- (c) where the Contractor's Change will affect the availability of any prisoner places the Contractor's reasonable estimate of the likely length of this period and number of places; and
 - (d) such other information as is reasonably required by the Controller or the Authority for a sufficient understanding of the Contractor's Change proposed.
- 4. Notwithstanding that the written application referred to in this paragraph is a written application to the Authority, the Contractor shall direct the written application to the Controller for his attention. Receipt of the written application by the Controller shall constitute receipt of the written application by the Authority.
- 5. The Authority shall within fourteen (14) calendar days, or in the case of multiple applications within a reasonable period of receiving the Contractor's written application, provide a written response to the Contractor which shall either:
 - (a) approve the Contractor's Change;
 - (b) request more information regarding the Change, or
 - (c) reject the proposed Change and provide reasons for its rejection.
- 6. Where the Authority accepts the Contractor's Change, Schedule A (**Specifications**) shall be amended accordingly and the Contractor shall implement the Contractor's Change within the Works.
- 7. Where the Authority requires more information regarding the Contractor's Change, the Authority's request for further information shall always be limited to what is reasonable to enable it to understand the design and intent of the Contractor's Change or where paragraphs 3(b) or 3(c) above applies, the cost or availability consequences of the Contractor's Change. Upon receipt of the further information the Authority shall respond to the Contractor's Change in accordance with paragraph 5 above.
- 8. The Contractor shall not incorporate any proposed Contractor's Change into the Works unless it receives the approval of the Authority in accordance with paragraphs 6 above. If the Contractor does incorporate the Contractor's Change into the Works without the said approval, it shall be done at the Contractor's own risk and on the understanding that, if approval is not subsequently given, the Contractor will reinstate the Works to its prior condition at its own cost within such period as is reasonably set by the Authority. Where the Contractor fails to effect the reinstatement to the reasonable satisfaction of the Authority, within the reasonable time specified, the Authority shall be entitled to carry out such reinstatement itself, or to procure the same at the contractor's cost and shall be

entitled to set off its costs against any amounts payable to the Contractor under this contract.

9. On completion of the works required for the Contractor's Change, the Contractor shall notify the Authority accordingly, and present such works as might be reasonably required to demonstrate compliance with the Contract. In addition to physical demonstration and/or inspection, this shall include but not necessarily be limited to testing and pre-commissioning documentation, and changes to relevant operational and maintenance procedures as might be affected.
10. On acceptance by the Authority of completion of each Contractor's Change (which shall not be unreasonably withheld) any changes to the Payment Mechanism which may arise will come into effect thereafter, or from such time as may be otherwise agreed by the Authority and Contractor in accordance with the Contract.

1 Notice No.		2. Date	
3 DRAWINGS / SPECIFICATION REFERENCES :			
4 TYPE OF CHANGE	Tick one box only	5. DOCUMENTS APPENDED	
This change is either :-			
i) A Design Development as defined in Part 2 of Schedule M, which is compliant with Schedule A; or			
ii) A Change to Schedule A, as defined in Part 3 of Schedule M			
6. REASONS FOR CHANGE	Tick as appropriate	7. DESCRIPTION OF CHANGE	
Practicality			
Operational Need			
Maintenance			
Statutory Need			
Security		8. DETAILED REASON FOR CHANGE	
Health and Safety			
Exceptional Legislation			
Prison Legislation*			
Authority Instruction*			
Security Technology*			
* Complete supplementary "FORM B"			
9. (To be completed at Contractor's discretion)			
Signed..... For Tilbury Douglas Const. Date.....			
Signed..... For UKDS Date.....			
10. (To be completed by Contractor)			
Signed..... For Agecroft Prison Date..... Management plc			

For Authority use only

Design Development - No objection / Objection (delete as applicable)

Signed..... For MCL

Date.....

Change to Schedule A - Approved / Not approved (delete as applicable)

Signed..... For HMPS

Date.....

1 Notice No.	2. Date	
3 DRAWINGS / SPECIFICATION REFERENCES :		
4 DOCUMENTS APPENDED		
5. REASONS FOR CHANGE	Tick as appropriate	6. DESCRIPTION OF CHANGE
Practicality	<input type="checkbox"/>	
Operational Need	<input type="checkbox"/>	
Maintenance	<input type="checkbox"/>	
Statutory Need	<input type="checkbox"/>	
Security	<input type="checkbox"/>	7. DETAILED REASON FOR CHANGE
Health and Safety	<input type="checkbox"/>	
Exceptional Legislation	<input type="checkbox"/>	
Prison Legislation*	<input type="checkbox"/>	
Authority Instruction*	<input type="checkbox"/>	
Security Technology*	<input type="checkbox"/>	
* Complete supplementary "FORM D"		
9. (To be completed at Contractor's discretion)		
Signed..... For Operating Date..... Subcontractor		
10. (To be completed by Contractor)		
Signed..... For Agecroft Prison Date..... Management plc		
For Authority use only		
Proposed change to Schedule A approved / not approved		
Signed..... For HMPS Date.....		

Approved change to Schedule A satisfactorily completed

Signed..... For HMPS

Date.....

1 Notice No. (As Form C)		2. Date
3 DRAWINGS / SPECIFICATION REFERENCES :		
4. REASONS FOR CHANGE	Tick as appropriate	5. DOCUMENTS APPENDED
Exceptional Legislation		
Prison Legislation		
Authority Instruction		
Security Technology		
6. DETAILS OF CHANGE (including details of relevant legislation)		
7. COST IMPACT :		
8 OTHER IMPACT (including estimate of any changes to the programme) :		
9. (To be completed by Contractor)		

Signed..... For Agecroft Prison Date.....
Management plc

For Authority use only

Received by Controller Date.....
.....

Received by For HMPS Date.....
.....

NON-COMPLIANCE NOTE

Project : DCMF AGE CROFT	Project No. 52956	Note No.
CUSTODIAL SERVICE	Date :	

PART A : IDENTIFICATION - <i>What has gone wrong? (Completed by Compliance Monitor)</i>	
Description of problem :	Date Reported :
Issued by :	Accepted by :
Signature :	Signature :
Date :	Date :

PART B : RESPONSE - <i>What do we do about it? (Completed by DCMF Contractor)</i>	
Underlying cause : Why did it happen?	
Proposed Action : How do we correct the problem, and prevent it from happening again?	
Signature :	Date :

PART C : FOLLOW UP - <i>How has the problem been resolved? (Completed by Compliance Monitor)</i>		
Date :	Name :	Comments :
[Nothing done by the Independent Engineer in accordance with clause 26 of the Contract or Schedule M shall in any respect relieve or absolve the Contractor from its responsibility for the works under or in accordance with the Contract.]		
Signature :	Date :	

Part 4A

Change Control Procedure Post Engineer's Houseblock Declaration

Introduction

1. Part 4A of this Schedule M (**Compliance Monitoring**) sets out the procedure for agreeing and implementing changes to Schedule A (**Specifications**) proposed by the Contractor after issue of the Engineer's Houseblock Declaration.
2. A change to Schedule A (**Specifications**) proposed by the Contractor shall be referred to in Part 4A of this Schedule M (**Compliance Monitoring**) as a Contractor's Change. For the avoidance of doubt a Contractor's Change shall include:
 - (a) any proposed amendment to any of the documents in Schedule A (**Specifications**); and
 - (b) a change to the location or construction fabric on a secure line for any room, compartment of a building, building or area (including the overall prison perimeter), or a change to the security and communications systems (including cell call and other alarms, smoke detectors, CCTV, locking, access control, movement sensors and associated control equipment).

All references to Schedule A (**Specifications**) are to Schedule A (**Specifications**) as amended from time to time either by the Authority or with the Authority's approval pursuant to Clause 9 (**Change to Services Required**) of the Contract.

Procedure

3. Where the Contractor wishes to propose a Contractor's Change, the Contractor shall make a written application to the Authority using the notice of change proforma appended to this Schedule M (**Compliance Monitoring**). The written application shall contain the following information relating to the Contractor's Change:
 - (a) the reason why the Contractor considers the Contractor's Change is necessary or desirable;
 - (b) where the Contractor's Change will give rise to an adjustment in the Contract Price because it arises out of a change to Prison Legislation, the Information required pursuant to Clause 39.2 (**Variation of Price**) (or the Contractor's best estimate thereof at the time of submitting the application);

- (c) where the Contractor's Change will affect the availability of any prisoner places the Contractor's reasonable estimate of the likely length of this period and number of places; and
 - (d) such other information as is reasonably required by the Controller or the Authority for a sufficient understanding of the Contractor's Change proposed.
4. Notwithstanding that the written application referred to in this paragraph is a written application to the Authority, the Contractor shall direct the written application to the Controller for his attention. Receipt of the written application by the Controller shall constitute receipt of the written application by the Authority.
5. The Authority shall within fourteen (14) calendar days, or in the case of multiple applications within a reasonable period of receiving the Contractor's written application, provide a written response to the Contractor which shall either:
- (a) approve the Contractor's Change;
 - (b) request more information regarding the Change, or
 - (c) reject the proposed Change and provide reasons for its rejection.
6. Where the Authority accepts the Contractor's Change, Schedule A (**Specifications**) shall be amended accordingly and the Contractor shall implement the Contractor's Change within the Houseblock Works.
7. Where the Authority requires more information regarding the Contractor's Change, the Authority's request for further information shall always be limited to what is reasonable to enable it to understand the design and intent of the Contractor's Change or where paragraphs 3(b) or 3(c) above applies, the cost or availability consequences of the Contractor's Change. Upon receipt of the further information the Authority shall respond to the Contractor's Change in accordance with paragraph 5 above.
8. The Contractor shall not incorporate any proposed Contractor's Change into the Houseblock Works unless it receives the approval of the Authority in accordance with paragraphs 6 above. If the Contractor does incorporate the Contractor's Change into the Houseblock Works without the said approval, it shall be done at the Contractor's own risk and on the understanding that, if approval is not subsequently given, the Contractor will reinstate the Houseblock Works to its prior condition at its own cost within such period as is reasonably set by the Authority. Where the Contractor fails to effect the reinstatement to the reasonable satisfaction of the Authority, within the reasonable time specified, the Authority shall be entitled to carry out such reinstatement itself, or to procure the same at

the contractor's cost and shall be entitled to set off its costs against any amounts payable to the Contractor under this contract.

9. On completion of the works required for the Contractor's Change, the Contractor shall notify the Authority accordingly, and present such works as might be reasonably required to demonstrate compliance with the Contract. In addition to physical demonstration and/or inspection, this shall include but not necessarily be limited to testing and pre-commissioning documentation, and changes to relevant operational and maintenance procedures as might be affected.
10. On acceptance by the Authority of completion of each Contractor's Change (which shall not be unreasonably withheld) any changes to the Payment Mechanism which may arise will come into effect thereafter, or from such time as may be otherwise agreed by the Authority and Contractor in accordance with the Contract.

1 Notice No.		2. Date	
3 DRAWINGS / SPECIFICATION REFERENCES :			
4 TYPE OF CHANGE	Tick one box only	5. DOCUMENTS	
This change is either :-		APPENDED	
i) A Design Development as defined in Part 2A of Schedule M, which is compliant with Schedule A; or			
ii) A Change to Schedule A, as defined in Part 3A of Schedule M			
6. REASONS FOR CHANGE	Tick as appropriate	7. DESCRIPTION OF CHANGE	
Practicality			
Operational Need			
Maintenance			
Statutory Need			
Security		8. DETAILED REASON FOR CHANGE	
Health and Safety			
Exceptional Legislation			
Prison Legislation*			
Authority Instruction*			
Security Technology*			
* Complete supplementary "FORM B"			
9. (To be completed at Contractor's discretion)			
Signed.....		For IPSL	Date.....
Signed.....		For Kalyx Limited	Date.....
10. (To be completed by Contractor)			
Signed.....		For Agecroft Management plc	Prison Date.....

For Authority use only

Design Development - No objection / Objection (delete as applicable)

Signed..... For MCL

Date.....

Change to Schedule A - Approved / Not approved (delete as applicable)

Signed..... For HMPS

Date.....

1 Notice No.		2. Date											
3 DRAWINGS / SPECIFICATION REFERENCES :													
4. REASONS FOR CHANGE		5. DOCUMENTS APPENDED											
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;"></td> <td style="width: 20%; text-align: center;">Tick as appropriate</td> </tr> <tr> <td>Exceptional Legislation</td> <td></td> </tr> <tr> <td>Prison Legislation</td> <td></td> </tr> <tr> <td>Authority Instruction</td> <td></td> </tr> <tr> <td>Security Technology</td> <td></td> </tr> </table>			Tick as appropriate	Exceptional Legislation		Prison Legislation		Authority Instruction		Security Technology			
	Tick as appropriate												
Exceptional Legislation													
Prison Legislation													
Authority Instruction													
Security Technology													
6. DETAILS OF CHANGE (including details of relevant legislation)													
7. COST IMPACT :													
8 OTHER IMPACT (including estimate of any changes to the programme) :													
9. (To be completed by Contractor)													
<table style="width: 100%;"> <tr> <td style="width: 45%;">Signed.....</td> <td style="width: 10%; text-align: center;">For</td> <td style="width: 30%;">Agecroft Management plc</td> <td style="width: 15%; text-align: center;">Prison Date.....</td> </tr> </table>				Signed.....	For	Agecroft Management plc	Prison Date.....						
Signed.....	For	Agecroft Management plc	Prison Date.....										
For Authority use only													
<table style="width: 100%;"> <tr> <td style="width: 45%;">Received</td> <td style="width: 10%; text-align: center;">by For</td> <td style="width: 30%;">MCL</td> <td style="width: 15%; text-align: center;">Date.....</td> </tr> </table>				Received	by For	MCL	Date.....						
Received	by For	MCL	Date.....										
<table style="width: 100%;"> <tr> <td style="width: 45%;">Received</td> <td style="width: 10%; text-align: center;">by For</td> <td style="width: 30%;">HMPS</td> <td style="width: 15%; text-align: center;">Date.....</td> </tr> </table>				Received	by For	HMPS	Date.....						
Received	by For	HMPS	Date.....										

1 Notice No.	2. Date	
3 DRAWINGS / SPECIFICATION REFERENCES :		
4 DOCUMENTS APPENDED		
5. REASONS FOR CHANGE	Tick as appropriate	6. DESCRIPTION OF CHANGE
Practicality	<input type="checkbox"/>	
Operational Need	<input type="checkbox"/>	
Maintenance	<input type="checkbox"/>	
Statutory Need	<input type="checkbox"/>	
Security	<input type="checkbox"/>	
Health and Safety	<input type="checkbox"/>	7. DETAILED REASON FOR CHANGE
Exceptional Legislation	<input type="checkbox"/>	
Prison Legislation*	<input type="checkbox"/>	
Authority Instruction*	<input type="checkbox"/>	
Security Technology*	<input type="checkbox"/>	
* Complete supplementary "FORM D"		
9. (To be completed at Contractor's discretion)		
Signed..... For Operating Date..... Subcontractor		
10. (To be completed by Contractor)		
Signed..... For Agecroft Prison Date..... Management plc		
For Authority use only		
Proposed change to Schedule A approved / not approved		
Signed..... For HMPS Date.....		

Approved change to Schedule A satisfactorily completed

Signed..... For HMPS

Date.....

1 Notice No. (As Form C)		2. Date	
3 DRAWINGS / SPECIFICATION REFERENCES :			
4. REASONS FOR CHANGE		Tick as appropriate	5. DOCUMENTS APPENDED
<input type="checkbox"/>	Exceptional Legislation	<input type="checkbox"/>	
<input type="checkbox"/>	Prison Legislation	<input type="checkbox"/>	
<input type="checkbox"/>	Authority Instruction	<input type="checkbox"/>	
<input type="checkbox"/>	Security Technology	<input type="checkbox"/>	
6. DETAILS OF CHANGE (including details of relevant legislation)			
7. COST IMPACT :			
8 OTHER IMPACT (including estimate of any changes to the programme) :			
9. (To be completed by Contractor)			

Signed..... For Agecroft Prison Date.....
Management plc

For Authority use only

Received by Controller Date.....
.....

Received by For HMPS Date.....
.....

NON-COMPLIANCE NOTE

Project : DCMF AGE CROFT	Project No. 52956	Note No.
CUSTODIAL SERVICE	Date :	

PART A : IDENTIFICATION - <i>What has gone wrong? (Completed by Compliance Monitor)</i>	
Description of problem :	Date Reported :
Issued by :	Accepted by :
Signature :	Signature :
Date :	Date :

PART B : RESPONSE - <i>What do we do about it? (Completed by DCMF Contractor)</i>	
Underlying cause : Why did it happen?	
Proposed Action : How do we correct the problem, and prevent it from happening again?	
Signature :	Date :

PART C : FOLLOW UP - <i>How has the problem been resolved? (Completed by Compliance Monitor)</i>		
Date :	Name :	Comments :
[Nothing done by the Independent Engineer in accordance with clause 26 of the Contract or Schedule M shall in any respect relieve or absolve the Contractor from its responsibility for the works under or in accordance with the Contract.]		
Signature :	Date :	

SCHEDULE N

Management and Control of Documentation

Part 1:

Control of Documentation During Design and Construction of The Prison

1. The Documentation

1.1 During the design and construction of the Prison, certain documentation shall be produced by or for the Construction Subcontractor. For the purpose of Part 1 of this Schedule N (***Management and Control of Documentation***), documentation shall be defined as any item or document which relates to the Prison (the ***Documentation***) and shall, without limitation, include all such information and documents which relate to the design and commissioning of the Prison, including:

- Drawings (including CAD discs);
- Any work produced, stored or transmitted by electronic means, including tapes, disks, CD-Roms or other recorded matter (including, but not limited to, any soundtracks or other audio recording);
- Plans, maps, graphs and diagrams;
- Specifications;
- Bill of Quantities;
- Schedules;
- Presentation brochures;
- Photographs;
- Film or video or any other device on which one or more visual images are embodied so as to be capable (with or without the aid of some other equipment) of being reproduced therefrom);
- Models;
- Data sheets;
- Samples; and

- The Health and Safety File.

2. Security and Confidentiality of Documentation

- 2.1 The Documentation constitutes a security risk. The following procedures are designed to control and monitor the issue, use and return of the Documentation issued by the Construction Subcontractor and his subcontractors and suppliers to third parties both on and off Site and the security of Documentation both on and off Site.
- 2.2 The Contractor shall procure that the Documentation is managed and controlled by the Construction Subcontractor and his subcontractors and suppliers in the manner set out in this Schedule.
- 2.3 The Contractor shall use all reasonable endeavours to ensure that Documentation shall only be issued for off-site review where it is absolutely necessary.

3. Documentation Security Officer

- 3.1 The Construction Subcontractor shall appoint a named person as Documentation Security Officer (the **Documentation Security Officer**) who shall be located on Site. The Documentation Security Officer will be responsible for the security of all Documentation. He will be the focal point for all matters relating to Documentation security and will ensure the awareness of obligations imposed by the Confidentiality Agreement (See Clause 6.2 below) on all parties issued with Documentation.

CONTROL OF DOCUMENTATION OFF SITE

4. Introduction

- 4.1 Documentation shall be issued to third parties off Site by the Construction Subcontractor for, inter alia, the following purposes:
 - (a) Building control approval by Salford City Council or its successor (the "Local Authority");
 - (b) Discharge consents by the Environment Agency;
 - (c) Road adoption by Salford City Council Transportation Department;
 - (d) Supplier / subcontractor procurement by the Construction subcontractor;
 - (e) Development of design and design co-ordination by his consultants, subcontractors and suppliers; and

- (f) Co-ordination with the Independent Engineer and CCA's Technical representative.

Documentation shall also be produced off Site by the Construction subcontractor's consultants and suppliers who have a responsibility for design.

5. Building Control Approval

- 5.1 The Construction subcontractor shall be dealing directly with the Local Authority for Building Control, Fire and Environmental Health approvals.

The following procedures will be adopted, subject to obtaining the consent of the Local Authority:

5.2 Plan Vetting Stage:

- (a) Only named officers of the Local Authority will deal with the application;
- (b) Documentation relating to Building Control Approval shall be kept in a lockable room either at the Local Authority offices or on Site (the "Building Control Approval Room"). This room will be suitable for the inspection of plans by named Local Authority staff and other named consultees;
- (c) While the Building Control Approval Room is located at the Local Authority offices, the delivery and collection of Documentation to the Local Authority shall be made by hand and signed for by an approved signatory;
- (d) Once Building Control Approval has been given, if the Building Control Approval Room continues to be located at the Local Authority offices, the Documentation will be returned by the Local Authority to the Construction subcontractor. Access to the plans will be made available to named Local Authority staff for any further scrutiny arising out of the construction of the Prison on Site;
- (e) The key to the Building Control Approval Room will be kept with registered holders and a log maintained for authorised access;
- (f) The Contractor will endeavour to obtain approval for similar arrangements to those set out in the Clause 5 for Building Control Approval for other third parties should the need arise.

5.3 Site Inspections:

5.3.1 Facilities on Site will be allowed to the named officers of the Local Authority when carrying out inspections.

5.3.2 All approved Documentation will be stored on Site in a lockable cabinet within a dedicated room. Keys will be kept with registered holders and a log maintained for authorised access.

6. Subcontractor / Supplier Procurement

6.1 The Construction subcontractor will issue Documentation to tenderers for tendering purposes. Each tenderer's scope of works will be fully assessed before tendering by the Construction subcontractor and only Documentation required for tender pricing will be released to that tenderer.

6.2 Security and Confidentiality Procedures:

6.2.1 The Contractor and its principle subcontractors will ensure that when an original Document is reproduced subcontract and supply tenderers will be briefed on the importance of all issues relating to confidentiality and security of Documentation prior to tendering. Each tenderer shall enter into a confidentiality agreement in the form set out in Appendix A to this Schedule (The "Confidentiality Agreement") with the principle subcontractors prior to release by them of any Documentation to that tenderer.

6.2.2 Tenderers will be required to brief their own consultants, subcontractors and suppliers regarding confidentiality and security who in turn will also be required to enter into a confidentiality agreement in a similar form to the Confidentiality Agreement with the tenderer concerned.

6.2.3 All Documentation will be issued by the Construction subcontractor under cover of a Transmittal Note which shall identify the Documentation and its unique identification reference in the form set out in Appendix B (see Clause 6.2.4 below).

6.2.4 All Documentation issued will be stamped and given a unique identification reference as below:

TILBURY DOUGLAS CONSTRUCTION LIMITED

THIS ORIGINAL DOCUMENT IS ISSUED FOR THE PURPOSE INDICATED BELOW AND CONTAINS INFORMATION OF A CONFIDENTIAL NATURE. FURTHER COPIES AND CIRCULATION WILL BE STRICTLY IN ACCORDANCE WITH THE CONFIDENTIALITY AGREEMENT WITH TILBURY DOUGLAS CONSTRUCTION LIMITED. THIS ORIGINAL MUST BE RETURNED TO TILBURY DOUGLAS CONSTRUCTION MAJOR BUILDING DIVISION LIMITED.

DATE:

ISSUED TO:

.....

PURPOSE OF ISSUE:

REFERENCE NO:

.....

- 6.2.5 The Documentation issued for tender will be returned to the Construction subcontractor by unsuccessful tenderers or formally confirmed as having been destroyed. Returned Documentation will be recorded against that issued and destroyed by the Construction Subcontractor. A schedule of returned/destroyed documentation will be maintained by the Documentation Security Officer and kept for audit inspections.
- 6.2.6 Receipt of Documentation issued by the Construction subcontractor to third parties will be required to be acknowledged in writing to the Construction Subcontractor. A return slip will be included with the Transmittal Note for this purpose. The Documentation Security Officer will investigate non returns of acknowledgement slips.
- 6.2.7 A database of all transmittals and returns will be maintained by the Document Security Officer.
- 6.2.8 The procedures set out in this Schedule and any others which may be developed relating to security and / or confidentiality, will be incorporated within the Construction subcontractor's overall Project Quality Plan as part of the Quality System and as such will be subject to periodic audit by the Construction subcontractor, the contractor and the Independent Engineer.

7. Design Development and Documentation produced off Site

- 7.1 The Contractor shall procure that the Construction Subcontractor imposes a contractual obligation on its subcontractors and suppliers who have a design responsibility so that these subcontractors operate a security and confidentiality system which is equivalent to the provisions set out in

Clause 6. The subcontractors' system shall be capable of audit by the Construction subcontractor.

- 7.2 The subcontractors and suppliers with design responsibility will be required to appoint a named security officer to implement and oversee the security and confidentiality procedures required in accordance with Clause 7.1.

CONTROL OF DOCUMENTATION ON SITE

8. Access and Egress

- 8.1 All personnel entering the Site will be directed to a designated and secure compound. A pass system will be in operation (controlled by guards) during normal working hours.
- 8.2 A system of checks will be implemented to monitor transfer of Documentation. Documentation being removed from the work area will require written authorisation. Unauthorised transfer will be reported to the Construction Subcontractor Site Management and appropriate action to ensure security and confidentiality will be taken.

9. Site Office Security

- 9.1 The Construction Subcontractor's site office complex will be secured outside normal working hours. All offices and entry points will be regularly patrolled by security guards.
- 9.2 A similar level of security will apply to any subcontractors Site offices situated remotely from the Construction Subcontractor's offices.

10. Document Security Procedures

- 10.1 All consultants, subcontractors and suppliers with an office presence on site will be required to appoint a named security officer who will be responsible for implementing procedures for Documentation security on Site with assistance from the Construction Subcontractor Documentation Security Officer.

11. Site Photographs

- 11.1 The use of cameras and videos on site will only be allowed with the permission of the Contractor. The development of authorised photographs will be subject to security and confidentiality procedures and may be carried out only by laboratories approved by the Authority.

GENERAL

12. Movement of Documents

- 12.1 The movement of Documentation shall be either by hand or by Registered Post and a detailed log shall be kept identifying document, number, person receiving, reason and confirmation of receipt.

13. Loss of Documents

- 13.1 Subcontractors and suppliers shall report immediately to the Construction Subcontractor's Documentation Security Officer concerning the loss of any Documentation stating details of the loss and what measures are being adopted to secure its recovery.

14. Archiving

- 14.1 The Construction Subcontractor shall continue to safeguard and secure Documentation after completion of the construction works. At completion of the Construction Works, the Contractor shall agree with the Authority in writing what Documentation shall be kept or destroyed and, if kept, the Construction Subcontractor shall continue to keep it secure in a manner approved by the Authority.

Part 1A:

Control of Documentation During Design and Construction of The Houseblock

1. The Documentation

1.1 During the design and construction of the Houseblock, certain documentation shall be produced by or for the Houseblock Construction Subcontractor. For the purpose of Part 1A of this Schedule N (***Management and Control of Documentation***), documentation shall be defined as any item or document which relates to the Prison (the ***Documentation***) and shall, without limitation, include all such information and documents which relate to the design and commissioning of the Houseblock, including:

- Drawings (including CAD discs);
- Any work produced, stored or transmitted by electronic means, including tapes, disks, CD-Roms or other recorded matter (including, but not limited to, any soundtracks or other audio recording);
- Plans, maps, graphs and diagrams;
- Specifications;
- Bill of Quantities;
- Schedules;
- Presentation brochures;
- Photographs;
- Film or video or any other device on which one or more visual images are embodied so as to be capable (with or without the aid of some other equipment) of being reproduced therefrom);
- Models;
- Data sheets;
- Samples; and
- The Health and Safety File.

2. Security and Confidentiality of Documentation

- 2.1 The Documentation constitutes a security risk. The following procedures are designed to control and monitor the issue, use and return of the Documentation issued by the Houseblock Construction Sub-contractor and his subcontractors and suppliers to third parties both on and off Site and the security of Documentation both on and off Site.
- 2.2 The Contractor shall procure that the Documentation is managed and controlled by the Houseblock Construction Sub-contractor and his subcontractors and suppliers in the manner set out in this Schedule.
- 2.3 The Contractor shall use all reasonable endeavours to ensure that Documentation shall only be issued for off-site review where it is absolutely necessary.

3. Documentation Security Officer

- 3.1 The Houseblock Construction Sub-contractor shall appoint a named person as Documentation Security Officer (the ***Documentation Security Officer***) who shall be located on Site. The Documentation Security Officer will be responsible for the security of all Documentation. He will be the focal point for all matters relating to Documentation security and will ensure the awareness of obligations imposed by the Confidentiality Agreement (See Clause 6.2 below) on all parties issued with Documentation.

CONTROL OF DOCUMENTATION OFF SITE

4. Introduction

- 4.1 Documentation shall be issued to third parties off Site by the Houseblock Construction Sub-contractor for, inter alia, the following purposes:
- (a) Building control approval by Salford City Council or its successor (the "Local Authority");
 - (b) Discharge consents by the Environment Agency;
 - (c) Road adoption by Salford City Council Transportation Department;
 - (d) Supplier / subcontractor procurement by the Construction subcontractor;
 - (e) Development of design and design co-ordination by his consultants, subcontractors and suppliers; and

- (f) Co-ordination with the Independent Engineer and CCA's Technical representative.

Documentation shall also be produced off Site by the Houseblock Construction Sub-contractor's consultants and suppliers who have a responsibility for design.

5. Building Control Approval

- 5.1 The Houseblock Construction subcontractor shall be dealing directly with the Local Authority for Building Control, Fire and Environmental Health approvals.

The following procedures will be adopted, subject to obtaining the consent of the Local Authority:

5.2 Plan Vetting Stage:

- (a) Only named officers of the Local Authority will deal with the application;
- (b) Documentation relating to Building Control Approval shall be kept in a lockable room either at the Local Authority offices or on Site (the "Building Control Approval Room"). This room will be suitable for the inspection of plans by named Local Authority staff and other named consultees;
- (c) While the Building Control Approval Room is located at the Local Authority offices, the delivery and collection of Documentation to the Local Authority shall be made by hand and signed for by an approved signatory;
- (d) Once Building Control Approval has been given, if the Building Control Approval Room continues to be located at the Local Authority offices, the Documentation will be returned by the Local Authority to the Construction subcontractor. Access to the plans will be made available to named Local Authority staff for any further scrutiny arising out of the construction of the Prison on Site;
- (e) The key to the Building Control Approval Room will be kept with registered holders and a log maintained for authorised access;
- (f) The Contractor will endeavour to obtain approval for similar arrangements to those set out in the Clause 5 for Building Control Approval for other third parties should the need arise.

5.3 Site Inspections:

- 5.3.1 Facilities on Site will be allowed to the named officers of the Local Authority when carrying out inspections.
- 5.3.2 All approved Documentation will be stored on Site in a lockable cabinet within a dedicated room. Keys will be kept with registered holders and a log maintained for authorised access.

6. Subcontractor / Supplier Procurement

- 6.1 The Houseblock Construction Sub-contractor will issue Documentation to tenderers for tendering purposes. Each tenderer's scope of works will be fully assessed before tendering by the Houseblock Construction Sub-contractor and only Documentation required for tender pricing will be released to that tenderer.
- 6.2 Security and Confidentiality Procedures:
 - 6.2.1 The Contractor and its principle subcontractors will ensure that when an original Document is reproduced subcontract and supply tenderers will be briefed on the importance of all issues relating to confidentiality and security of Documentation prior to tendering. Each tenderer shall enter into a confidentiality agreement in the form set out in Appendix A to this Schedule (The "Confidentiality Agreement") with the principle subcontractors prior to release by them of any Documentation to that tenderer.
 - 6.2.2 Tenderers will be required to brief their own consultants, subcontractors and suppliers regarding confidentiality and security who in turn will also be required to enter into a confidentiality agreement in a similar form to the Confidentiality Agreement with the tenderer concerned.
 - 6.2.3 All Documentation will be issued by the Houseblock Construction Sub-contractor under cover of a Transmittal Note which shall identify the Documentation and its unique identification reference in the form set out in Appendix B (see Clause 6.2.4 below).
 - 6.2.4 All Documentation issued will be stamped and given a unique identification reference as below:

INTERSERVE PROJECT SERVICES LIMITED

THIS ORIGINAL DOCUMENT IS ISSUED FOR THE PURPOSE INDICATED BELOW AND CONTAINS INFORMATION OF A CONFIDENTIAL NATURE. FURTHER COPIES AND CIRCULATION WILL BE STRICTLY IN ACCORDANCE WITH THE CONFIDENTIALITY AGREEMENT WITH INTERSERVE PROJECT SERVICES LIMITED. THIS ORIGINAL MUST BE RETURNED TO INTERSERVE PROJECT SERVICES LIMITED.

DATE:

ISSUED TO:

.....

PURPOSE OF ISSUE:

REFERENCE NO:

.....

- 6.2.5 The Documentation issued for tender will be returned to the Houseblock Construction Sub-contractor by unsuccessful tenderers or formally confirmed as having been destroyed. Returned Documentation will be recorded against that issued and destroyed by the Houseblock Construction Sub-contractor. A schedule of returned/destroyed documentation will be maintained by the Documentation Security Officer and kept for audit inspections.
- 6.2.6 Receipt of Documentation issued by the Houseblock Construction Sub-contractor to third parties will be required to be acknowledged in writing to the Houseblock Construction Sub-contractor. A return slip will be included with the Transmittal Note for this purpose. The Documentation Security Officer will investigate non returns of acknowledgement slips.
- 6.2.7 A database of all transmittals and returns will be maintained by the Document Security Officer.
- 6.2.8 The procedures set out in this Schedule and any others which may be developed relating to security and / or confidentiality, will be incorporated within the Houseblock Construction Sub-contractor's overall Project Quality Plan as part of the Quality System and as such will be subject to periodic audit by the Houseblock Construction Sub-contractor, the Contractor and the Independent Engineer.

7. Design Development and Documentation produced off Site

- 7.1 The Contractor shall procure that the Houseblock Construction Sub-contractor imposes a contractual obligation on its subcontractors and

suppliers who have a design responsibility so that these subcontractors operate a security and confidentiality system which is equivalent to the provisions set out in Clause 6. The subcontractors' system shall be capable of audit by the Houseblock Construction Sub-contractor.

- 7.2 The subcontractors and suppliers with design responsibility will be required to appoint a named security officer to implement and oversee the security and confidentiality procedures required in accordance with Clause 7.1.

CONTROL OF DOCUMENTATION ON SITE

8. Access and Egress

- 8.1 All personnel entering the Site will be directed to a designated and secure compound. A pass system will be in operation (controlled by guards) during normal working hours.
- 8.2 A system of checks will be implemented to monitor transfer of Documentation. Documentation being removed from the work area will require written authorisation. Unauthorised transfer will be reported to the Houseblock Construction Sub-contractor Site Management and appropriate action to ensure security and confidentiality will be taken.

9. Site Office Security

- 9.1 The Houseblock Construction Sub-contractor's site office complex will be secured outside normal working hours. All offices and entry points will be regularly patrolled by security guards.
- 9.2 A similar level of security will apply to any subcontractors Site offices situated remotely from the Houseblock Construction Sub-contractor's offices.

10. Document Security Procedures

- 10.1 All consultants, subcontractors and suppliers with an office presence on site will be required to appoint a named security officer who will be responsible for implementing procedures for Documentation security on Site with assistance from the Houseblock Construction Sub-contractor Documentation Security Officer.

11. Site Photographs

- 11.1 The use of cameras and videos on site will only be allowed with the permission of the Contractor. The development of authorised photographs

will be subject to security and confidentiality procedures and may be carried out only by laboratories approved by the Authority.

GENERAL

12. Movement of Documents

- 12.1 The movement of Documentation shall be either by hand or by Registered Post and a detailed log shall be kept identifying document, number, person receiving, reason and confirmation of receipt.

13. Loss of Documents

- 13.1 Subcontractors and suppliers shall report immediately to the Houseblock Construction Sub-contractor's Documentation Security Officer concerning the loss of any Documentation stating details of the loss and what measures are being adopted to secure its recovery.

14. Archiving

- 14.1 The Houseblock Construction Sub-contractor shall continue to safeguard and secure Documentation after completion of the construction works. At completion of the Houseblock Works, the Contractor shall agree with the Authority in writing what Documentation shall be kept or destroyed and, if kept, the Houseblock Construction Sub-contractor shall continue to keep it secure in a manner approved by the Authority.

Part 2

Control of Documents after Actual Opening Date

1. Introduction

- 1.1 During the course of the Contract the Contractor may enter into building, engineering and maintenance contracts for the Prison. Security requirements for Documentation will arise from the need for the Contractor to control risk at all times to prevent a breach or compromise of security as a direct result of the execution of building, engineering or maintenance works.
- 1.2 The Conditions set out below apply to building, engineering and maintenance works which shall take place after the Actual Opening Date and shall be strictly observed by the Contractor, its employees, its Subcontractors and all others under its direction from the start to the completion of the building, engineering or maintenance works.
- 1.3 The Contractor is entitled to subcontract building, engineering and maintenance contracts for the Prison to the Operating Subcontractor or other suitably qualified subcontractors. If the Contractor does so subcontract the Contractor shall include in its subcontract similar but no less strict obligations regarding document security.

2. Security of Documents

- 2.1 All documents used in the implementation of a building, engineering or maintenance contract will constitute a security risk. Documents which may be issued to subcontractors by the Contractor shall remain at all time the property of the Contractor and on completion of the building, engineering or maintenance works shall be returned to the Contractor. Thereafter, the documents shall be kept securely by the Contractor or shall be certified by the Contractor as having been destroyed in a secure manner.
- 2.2 The security requirements are required in order to prevent information detrimental to the security of the Prison coming into the possession of unauthorised persons and at the same time to establish an audit trail of document movement as well as a consciousness of the need for security.
- 2.3 The Contractor shall procure that its subcontractors shall comply with the following requirements regarding documents used in the execution of any building, engineering or maintenance contract.

- 2.4 The Contractor shall be responsible at all times for the security of all documents. In this context the term "Documents" shall mean any and every drawing (including CAD Discs), plan, schedule, specification, standard, presentation brochure, model, photograph and bill of quantities.

3. Requirements for Security of Documents

- 3.1 A named person, appointed by the Contractor or the Operating Subcontractor to act as the Contractor's Security Manager (the ***Security Manager***), shall be provided at the Prison for the whole of the duration of the contract and shall be responsible for security of Documents at the Prison. The person shall be accountable for the control of all Documents relating to building, engineering or maintenance works and in particular shall record the whereabouts of each individual document. The person shall set up a management system of security, control and monitoring of Documents and the Contractor shall demonstrate to the Authority the operation of the system. When the Authority is satisfied that the system is satisfactory, it shall confirm its approval in writing.
- 3.2 The Contractor and its Subcontractors shall notify all personnel handling Documents of the requirements and procedures for maintaining security. The Contractor shall notify all persons having an interest in any building, engineering or maintenance contract of the particular requirements imposed regarding Documents security.
- 3.3 The movement of Documents shall be either by hand or by Recorded Delivery and a detailed log shall be kept identifying document number, person receiving, reason and confirmation of receipt.
- 3.4 The Security Manager shall be responsible for the issue of Documents to subcontractors in any building, engineering or maintenance contract.
- 3.5 The Contractor shall be responsible for ensuring that Documents issued to others are returned to him.
- 3.6 The Security Manager shall arrange for the secure destruction and recording of any Documents which are no longer required, have been superseded or are extra to the Contractor's requirements.
- 3.7 The Contractor shall procure that the Operating Subcontractor provides at the Prison, secure lockable computers, cabinets and cupboards used for storing Documents and these shall be locked at all times when not in use and secured at all times when unoccupied.

- 3.8 At the completion of the building, engineering or maintenance works, the Contractor shall procure that the Operating Subcontractor shall obtain from all subcontractors the returnable Documents issued to and created by other parties and shall remind them of the contractual obligations required of them as regards security.
- 3.9 The Contractor shall, and shall procure that the Operating Subcontractor continue to safeguard and secure Documents after completion of building, engineering or maintenance works until the expiry of the Contract Term. At that stage, the Contractor shall agree with the Authority in writing what Documents shall be delivered to the Authority, kept by the Contractor, or destroyed in a safe manner.

Part 3:

Document Issue to the Authority

The documents tabulated below shall be issued to the Authority by the Contractor. Documents designated for the Independent Engineer shall be issued within 7 days of the request of the Independent Engineer to the Contractor, or in sufficient time to allow the Independent Engineer to discharge its duties and responsibilities under the contract, whichever is the lesser period.

All other documents shall be issued by the Contractor as soon as they become available, but not later than one month after the Actual Opening Date.

Where changes to the Schedule A Works are undertaken by the Contractor after Issue of the Engineer's Declaration, as built records will be updated by the Contractor and distributed in accordance with the Issue list set out in this table, accompanied by a register of changes. Updated records will be issued in the same format (electronic media, hard copy print etc.) as used for the initial distribution of the As Built documents, unless otherwise mutually agreed by both the Contractor and the Authority. Updated records will be issued no later than one month after completion of the works undertaken for each change.

On completion of the works, as far as is reasonably possible and subject to final agreement of the Authority drawings are to be supplied in "CD-ROM AutoCAD 13, READ ONLY" format and all other documentation in electronic format.

TABLE 1 - DOCUMENTATION NEEDS FOR THE AUTHORITY'S ON SITE REPRESENTATIVES

Document Description	Issue To	Copies	Size	Purpose
Preliminary and Construction Drawings	Independent Engineer (on request)	1	Full	Working
Architectural GA's showing room/floor plans at all levels	Controller	1	Full	As Built
		1	A3/A4	As Built
Location of Physical Security (walls, fences, CCTV, alarms, secure lines)	Controller	1	Full	As Built
Building Elevations	Controller	1	Full	As Built
		1	A3/A4	As Built
Site Layout including approach roads adjoining land and premises	Controller	1	Full	As Built
		1	A3/A4	As Built
Critical areas (cell details, roof access, etc.)	Controller	1	Full	As Built
		1	A3/A4	As Built
Schedule A Specifications	Independent Engineer	1	Full	As Built
Final Schedule A Drawings	Independent Engineer	1	Full	As Built
Schedule for Fixtures, Fittings and Equipment (FF&E)	Independent Engineer (on request)	1	Full	Working and As Built
	Controller	1	Full	As Built
Test Results	Independent Engineer	1	Full	Working (During design and construction only)
Test Certificates/Commissioning Reports	Independent Engineer	1	Full	Record (on completion)
Maintenance Programme and reports	Controller	1	Full	Working

as set out in Schedule C in sufficient detail to allow the Controller to discharge his/her contractual duties				
Instruction/Procedures for the operation of the prison including Director's Rules, Emergency Orders and Staffing Plan	Controller	1	Full	Working

Note: All above Part 1 drawings to be paper copies

Notwithstanding the above, the Authority's representative will have unfettered access to all non commercial documentation held on site by the Contractor.

**TABLE 2 - DOCUMENTATION NEEDS FOR THE AUTHORITY'S OFF SITE
REPRESENTATIVES**

Document Description	Issue To	Copies	Size	Purpose
Introduction to the Parallel Health & Safety File. 1. Requirements of the CDM Regulations 2. Structure of the Health & Safety File	HMPS - CU	1	Electronic	Record
Site Investigation Records 1. Borehole/trial hole records including any contamination findings	HMPS - CU	1	Electronic	Record
For each building/structure 1. Design Considerations (i) Design Philosophy Statement (ii) Designer's Risk Assessments (iii) Design Loadings 2. Construction Considerations (i) Overview of construction sequence 3. Operation & Maintenance (i) Maintenance Philosophy (ii) Plant Equipment Register (iii) Maintenance Manuals Reference 4. Construction Materials 5. Architectural, structural, services and security as built drawings.	HMPS - CU	1	Electronic	Record
External Works Including Services 1. Design Considerations (i) Design Philosophy Statement (ii) Designer's Risk Assessments (iii) Design Loadings 2. Construction Considerations (i) Overview of construction	HMPS - CU	1	Electronic	Record

sequence				
3. Operation & Maintenance (I) Maintenance Philosophy (II) Plant Equipment Register (iii) Maintenance Manuals Reference				
4. Construction Materials				
5. Landscaping, structural and security as built drawings. Accurate layouts of underground services				

Document Description	Issue To	Copies	Size	Purpose
Register of Contractors and Supplier	HMPS - CU	1	Electronic	Record
O & M Manuals 1. Standards as set out in Schedule C	HMPS - CU	1	Electronic	Record
Maintenance Programme As set out in Schedule C	HMPS - CU	1	Electronic	Record
Planning and Building Regulations Approval	HMPS - CU	1	Electronic	Record
Product Guarantees and Warranties	HMPS - CU	1	Electronic	Record
Spares and Lubricants Register Where not specifically covered in the O & M Manuals	HMPS - CU	1	Electronic	Record

Note: Where possible documents in Table 2 as far as is reasonably possible and subject to final agreement of the Authority drawings are to be supplied in "CD-ROM AutoCAD 13, READ ONLY" format and all other documentation in electronic format.

Part 4:

As Built Drawings, Maintenance and Operating Manuals

Where such documents are not provided in accordance with Part 3 of this Schedule, copies of the following documents will be provided to the Authority within one month of the Actual Opening Date. This list shall be adapted as appropriate.

1. Architects Drawings

Floor and roof plans (all levels)

Elevations

General Sections

Official representative detailed sections 1:20, 1:10 of walls, roof, openings, gutters etc.

External works, landscaping, etc.

Detailed plans of typical critical areas, cell, etc.

Drainage and services layout (external)

2. Documents and Approvals

Outline specification

Schedule of finishes and colours

List of main subcontractors and suppliers with contact names and addresses, to include:

Concrete blocks

Pre-cast concrete units

Lifts

Mechanical Installation

Heating Installation

Electrical Installation

Security and alarm installations

Landscaping / planting

Specialist finishes

Windows / rooflights / glazing

Doors

Ironmongery

Roofing and Cladding

Electrical test Certificates

Planning and Building Regulation approvals

Maintenance contracts proposed for:

Lifts

Heating

External landscaping

Fire alarm and emergency lighting

Security installation

BMS

Fire alarm test certificate

Drain test certificate or letter of confirmation of test witnessed by Consulting Engineer

Product guarantee and warranties (where available for original suppliers)

List of practice names and addresses, telephone numbers and partners / directors involved for:

Architects

Consulting Structural Engineer

Consulting Services Engineer

Any "design & install" elements

3. Services Information

Operating and maintenance manuals for:

Heating

Plumbing

Lighting

Electrical distribution

Fire and security alarm installations

BMS

Manuals to include:

Full set of service drawings

List of public utilities, addresses, emergency and contact

Telephone numbers

Index and referencing of sections

Schedule of plant detailing for all items:

Location, type and size

Manufacturers name and address

Rating or duty

Serial number

Order number

Detailed description of operating procedures to enable starting up, running and shutting down each system. Description of programmer operations and method for adjusting / resorting timings and temperature. Both centrally and locally.

Explanation of alarm / failure indications and check list of appropriate actions (Including emergency procedure and contacts).

List of recommended spares and lubricants (to include list of those spares actually provided at practical completion).

Copies of electrical and mechanical test certificates, eg chlorination certificate, pressure tests and commissioning reports.

Detailed step by step instructions on periodic tests required on plant, eg emergency stand by generators, emergency lighting, fire / secure.

A timetable for all routine servicing, testing and maintenance of all systems, setting out in clear tabular form all weekly, monthly, quarterly, etc. operations necessary to operate the systems in optimum condition.

4. Structural Engineers Drawings

General arrangements drawings of:

Foundations

Frame / load bearing walls

Floors

Roof

Retaining structures

Statement of design floor and roof loadings.

As far as is reasonably possible and subject to final agreement of the Authority drawings are to be supplied in "CD-ROM AutoCAD 13, READ ONLY" format and all other documentation in electronic format.

APPENDIX A

[UKDS Letterhead]

UKDS


CONFIDENTIALITY AGREEMENT

Dear Sirs

**HMP Agescroft
Package Ref.**

In consideration of our disclosing, or arranging disclosure, of certain information or documentation to you relating to the above project to enable you to prepare and submit a tender price to us, you hereby undertake to us as follows:

1. You will keep all the Information secret and confidential and will not without our prior written consent disclose or reveal the Information or any part thereof to any person.
2. You will not make, keep or reproduce any document or part thereof comprised in the information without prior written consent.
3. If approval is given to reproduce an original document for issue to a third party, each and every copy of that document which is produced by you shall be entered into a log book or database by reference to a unique reference number adopted by you which shall incorporate the reference number on the confidentiality stamp of the original document. Before any documents are issued to third parties, you will enter into confidentiality agreements in the same or similar terms as the Confidentiality Agreement with each prospective third party recipient.
4. You will return all documents including documents issued to third parties and a copy of the log book or entries on the database to UK Detention Services Limited upon notification that your tender has not been successful, or upon completion of your sub-contract, whichever is the earlier.

Would you please sign a copy of this Agreement confirming your acceptance of its contents.

Yours faithfully
for **UK Detention Services Limited**

I/We have read and agreed the contents of this Agreement and agree to be bound by the terms thereof:

Signed _____ Date _____

Please print Name: _____

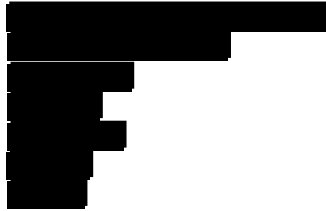
For and on behalf of: _____

Address: _____

Position held: _____

APPENDIX A2

[ON TILBURY DOUGLAS LETTERHEAD]



CONFIDENTIALITY AGREEMENT

Dear Sirs

ND77011: HMP AGE CROFT

Package Ref.

In consideration of our disclosing, or arranging disclosure, of certain information or documentation to you relating to the above project to enable you to prepare and submit a tender price to us, you hereby undertake to us as follows:

1. You will keep all the information secret and confidential and will not without our prior written consent disclosure or reveal the information or any part thereof to any person.
2. You will not make, keep or reproduce any document or part thereof comprised in the information without prior written consent.
3. If approval is given to reproduce an original document for issue to a third party, each and every copy of that document which is produced by you shall be entered into a log book or database by reference to a unique reference number adopted by you which shall incorporate the reference number on the confidentiality stamp of the original document. Before any documents are issued to third parties, you will enter into confidentiality agreements in the same or similar terms as the Confidentiality Agreement with each prospective third party recipient.
4. You will return all documents including documents issued to third parties and a copy of the log book or entries on the database to Tilbury Douglas Construction Limited upon notification that your tender has not been

successful, or upon completion of your sub-contract, whichever is the earlier.

Would you please sign a copy of this Agreement confirming your acceptance of its contents

Yours faithfully
for TILBURY DOUGLAS CONSTRUCTION LTD.

[Redacted Signature]

I/We have read and agreed the contents of this Agreement and agree to be bound by the terms thereof:

Signed Date

Please print Name:

For and on behalf of:

Address:

Position held:

APPENDIX B

Document Issue Sheet

File Ref: E4

To:	Transmittal No:
Address:	Date:
Page	
From:	Tilbury Douglas Construction
Contract:	HMP Agecroft Contract No: ND77011
Site	DCMF Prison, HMP Agecroft, The Former Agecroft Power Station,
Address:	Agecroft Road, Pendlebury, M27 8UE
<i>Please acknowledge receipt using the attached sheet</i>	

Comment: The attached documents are to be returned/destroyed at the completion of your associated works.

We enclose for your use the documents listed below. It is a requirement that all the listed documents be returned to us at the above address using this document as a control sheet.

Please therefore sign the accompanying acknowledgement sheet and return a copy to the Document Control Officer at the above address as confirmation of receipt.

Please note that you are responsible at all times for the security of these documents (and any other related documents whether produced by TDCL or by you or your agents) whilst they are in your possession, and will be required when taking documents outside your office to log the details (identifying the document, number, person and reason) and return them safely.

You are to immediately inform the Document Control Officer (Mr. John Maguire of TDCL) at the above address should any of the documents be lost.

You are also further reminded that the Confidentiality Agreement in existence between us is particularly relevant to these documents.

Document Maker

Quantity	Project Ref.	Drawing Number	Revision	Rev. Date	Description	Status

Yours faithfully
for Tilbury Douglas Construction Ltd.

.....

TILBURY DOUGLAS

**Tilbury Douglas Construction
Acknowledgement Note**

Acknowledge receipt of Transmittal Note No.

Our Ref: ND77011 DCMF PRISON, HMP, AGE CROFT

From:

Maker

Document No.	REV Title/Description	Received	
		Yes	No

Signed

Dated

SCHEDULE O

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

SCHEDULE P

Form of Invoice

**Part 1: Form of Invoice to be used up to but not including the Actual
Houseblock Opening Date**

From: APM

To: HM Prison Service

Cleland House
Page Street
London SW1P 4LN

£

Period of Custodial Service at HM Prison Forst Bank/Pucklechurch (from
1/ / to 31/ /), see summary attached:

Deductions: (a) Performance Measures

Amount due: (b) (Please specify)

VAT 17.5%

Total:

Registered Office: [] Registered Number [] England. VAT Registration
Number []

Agecroft Prison Management Limited

Month/Year: _____

Date	Availability Fee (F+I¹+I²+U)	Availability Places above Permitted Level (applying 70% reduction)	Available Places at full rate	Additional Places Fee	Additional Places (over 800)	Payable Total
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
13.						
14.						
15.						
16.						
17.						
18.						
19.						
20.						
21.						
22.						
23.						
24.						
25.						
26.						

27.						
28.						
29.						
30.						
31.						
Total						

**Part 2: Form of Invoice to be used on and from the Actual Increased Capacity
Date**

Home Office Shared Services
Private & Confidential
HO Box 5015
Newport
Gwent
NP23 5SD
0988

IMPORTANT NOTICE: This is an urgent invoice and must be processed such that it is paid and CLEARED in our Bank account no later than the last working day of the Month following that of service. Any queries should be directed to

INVOICE [Invoice number]

Invoice date: [Date]

Purchase order reference

£

To provision of places for the period: [Insert mmm
yyy]

HMP Forest Bank

1-1424 Prisoner Places

0.00

Net Total

0.00

VAT

17.50%

0.00

Total Including VAT

0.00

Payment Notice: It would be appreciated if you can arrange for payment of this invoice to be RECEIVED & CLEARED in our bank account no later than [ddd mmm yyy]

This invoice has been raised from our Daily Calculations in line with the DCMF Contract. A copy of which has been issued as back up.

Agecroft Prison Management Limited is registered in England and Wales No 03509050. Registered Office: Capital House, 25 Chapel Street, London NW1 5DH. VAT Registration number GB 726 5019 42.

Agecroft Prison Management Ltd

HMP Forest Bank

Invoice for Available & Usage Places

PO Number

DCMF CONTRACT DAILY CALCULATION SUMMARY

Date	Day	Base Prisoners Availability/Usage Fee F+H(2+J)	Availability Places	APP 80		APP 80		APP 80		APP 24		APP 60		APP 15		APP 21		Total Places	Total Payable £	Note Day
				Per Place	Usage Places	Per Place	Usage Places	Per Place	Usage Places	Per Place	Usage Places	Per Place	Usage Places	Per Place	Usage Places	Per Place	Usage Places			
Days In Total	1	0.00	1064	0	80	0	80	0	80	0	24	0.00	60	0.00	15	0.00	21	1424	n/a	1
	2	0.00	1064	0	80	0	80	0	80	0	24	0.00	60	0.00	15	0.00	21	1424	n/a	2
	3	0.00	1064	0	80	0	80	0	80	0	24	0.00	60	0.00	15	0.00	21	1424	n/a	3
	4	0.00	1064	0	80	0	80	0	80	0	24	0.00	60	0.00	15	0.00	21	1424	n/a	4
	5	0.00	1064	0	80	0	80	0	80	0	24	0.00	60	0.00	15	0.00	21	1424	n/a	5
	6	0.00	1064	0	80	0	80	0	80	0	24	0.00	60	0.00	15	0.00	21	1424	n/a	6
	7	0.00	1064	0	80	0	80	0	80	0	24	0.00	60	0.00	15	0.00	21	1424	n/a	7
	8	0.00	1064	0	80	0	80	0	80	0	24	0.00	60	0.00	15	0.00	21	1424	n/a	8
	9	0.00	1064	0	80	0	80	0	80	0	24	0.00	60	0.00	15	0.00	21	1424	n/a	9
	10	0.00	1064	0	80	0	80	0	80	0	24	0.00	60	0.00	15	0.00	21	1424	n/a	10
	11	0.00	1064	0	80	0	80	0	80	0	24	0.00	60	0.00	15	0.00	21	1424	n/a	11
	12	0.00	1064	0	80	0	80	0	80	0	24	0.00	60	0.00	15	0.00	21	1424	n/a	12
	13	0.00	1064	0	80	0	80	0	80	0	24	0.00	60	0.00	15	0.00	21	1424	n/a	13
	14	0.00	1064	0	80	0	80	0	80	0	24	0.00	60	0.00	15	0.00	21	1424	n/a	14
	15	0.00	1064	0	80	0	80	0	80	0	24	0.00	60	0.00	15	0.00	21	1424	n/a	15
	16	0.00	1064	0	80	0	80	0	80	0	24	0.00	60	0.00	15	0.00	21	1424	n/a	16
	17	0.00	1064	0	80	0	80	0	80	0	24	0.00	60	0.00	15	0.00	21	1424	n/a	17
	18	0.00	1064	0	80	0	80	0	80	0	24	0.00	60	0.00	15	0.00	21	1424	n/a	18
	19	0.00	1064	0	80	0	80	0	80	0	24	0.00	60	0.00	15	0.00	21	1424	n/a	19
	20	0.00	1064	0	80	0	80	0	80	0	24	0.00	60	0.00	15	0.00	21	1424	n/a	20
	21	0.00	1064	0	80	0	80	0	80	0	24	0.00	60	0.00	15	0.00	21	1424	n/a	21
	22	0.00	1064	0	80	0	80	0	80	0	24	0.00	60	0.00	15	0.00	21	1424	n/a	22
	23	0.00	1064	0	80	0	80	0	80	0	24	0.00	60	0.00	15	0.00	21	1424	n/a	23
	24	0.00	1064	0	80	0	80	0	80	0	24	0.00	60	0.00	15	0.00	21	1424	n/a	24
	25	0.00	1064	0	80	0	80	0	80	0	24	0.00	60	0.00	15	0.00	21	1424	n/a	25
	26	0.00	1064	0	80	0	80	0	80	0	24	0.00	60	0.00	15	0.00	21	1424	n/a	26
	27	0.00	1064	0	80	0	80	0	80	0	24	0.00	60	0.00	15	0.00	21	1424	n/a	27
	28	0.00	1064	0	80	0	80	0	80	0	24	0.00	60	0.00	15	0.00	21	1424	n/a	28
	29	0.00	1064	0	80	0	80	0	80	0	24	0.00	60	0.00	15	0.00	21	1424	n/a	29
	30	0.00	1064	0	80	0	80	0	80	0	24	0.00	60	0.00	15	0.00	21	1424	n/a	30
	31	0.00	1064	0	80	0	80	0	80	0	24	0.00	60	0.00	15	0.00	21	1424	n/a	31

Total NET amount in the month for prisoner places based on Daily Calculation

£ 0.00

This calculation is to support the main contract invoice.

SCHEDULE Q

TUPE Information - Part 1

Information to be provided by the Contractor in respect of each employee providing services under the Contract:

- (a) annual salary and rates of pay band/grade;
- (b) allowances;
- (c) shifts, unsocial hours or other premium rates of pay;
- (d) conditioned hours of work;
- (e) date continuous employment commenced and (if different) the commencement date for pension purposes;
- (f) sex;
- (g) age;
- (h) job description;
- (i) leave entitlement;
- (j) all documents, manuals, codes, handbooks, procedure guides, publication agreements (including collective agreements)
- (k) current terms and conditions of employment and benefits (including retirement benefits) any other letters or documents or collective agreements affecting terms and agreements affecting terms and conditions of employment;
- (l) whether disabled for the purposes of the Disability Discrimination Act 1995;
- (m) any performance assessment details;
- (n) any outstanding employment tribunal hearings.

Part 2

Information to be provided by the Contractor in respect of the particulars of each of the employees:

- (a) name (surname, forename, title and initials);
- (b) date of birth;
- (c) home address;
- (d) job title;
- (e) work location;
- (f) National Insurance number;
- (g) National Insurance contribution rate;
- (h) annual salary and rates of pay band/grade;
- (i) shifts, unsocial hours or other premium rates of pay;
- (j) conditioned hours of work;
- (k) overtime history or preceding 12 month period;
- (l) allowances and bonuses for preceding 12 month period (including date, type, amount and pending allowances/bonuses);
- (m) tax code;
- (n) for pension purposes the notional reckonable service date;
- (o) annual leave reckonable service date;
- (p) pensionable pay history for 3 years to date of transfer;
- (q) percentage of any pay currently contributed under additional voluntary contribution arrangements;
- (r) any other voluntary deductions from pay;
- (s) bank/building society account details for payroll purposes (including instrument of payment);
- (t) annual holiday entitlement and accrued holiday entitlement;

- (u) details of any active disciplinary/inefficiency or grievance proceedings;
- (v) all document, manuals, codes, handbooks, procedure guides publication agreements (including collective agreements);
- (w) current terms and conditions of employment and benefits (including retirement benefits) any other letters or documents or collective agreements affecting terms and agreements affecting terms and conditions of employment;
- (x) whether disabled for the purposes of the Disability Discrimination Act 1995;
- (y) any performance assessment details;
- (z) existing training or sponsorship commitments;
- (aa) details of outstanding loan/advances on salary or debts;
- (bb) those currently on maternity leave or other long term leave of absence;
- (cc) sickness and absence records for the immediately preceding 4 year period;
- (dd) emergency contact details;
- (ee) final month's copy pay slip data;
- (ff) cumulative pay for tax and pension purposes;
- (gg) cumulative tax paid

SCHEDULE R

Houseblock Works Fee

Part 1: Houseblock Works Fee

1. FOR THE PURPOSES OF THIS SCHEDULE R (**HOUSEBLOCK WORKS FEE**) THE FOLLOWING TERMS SHALL HAVE THE FOLLOWING MEANINGS:

Base Interim Payment Including Margin means the Cumulative Maximum Drawdown Including Margin for any month less the Cumulative Maximum Drawdown Including Margin for the preceding month as set out in the Gross Payment Schedule;

Calculated Value means the amount calculated pursuant to paragraph 2.2 of this Schedule R (**Houseblock Works Fee**);

Cumulative Maximum Drawdown Including Margin means the amount shown in the column headed "Cumulative Maximum Drawdown Including Margin" on the Gross Payment Schedule in respect of the month for which the Contractor is entitled to an Interim Payment;

Gross Payment Schedule means the schedule of payments set out at part 2 of this Schedule R (**Houseblock Works Fee**);

Interim Payment means the Base Interim Payment Including Margin plus the amount of any increase in the Houseblock Works Fee as a result of a Change and plus any other increase in the Houseblock Works Fee made as a result of the application of the terms of this Contract.

- 1.1 The Authority shall pay to the Contractor in accordance with the terms of this Schedule R (**Houseblock Works Fee**) the Interim Payments comprising the Houseblock Works Fee.
- 1.2 The Contractor shall keep and shall procure that the Houseblock Construction Sub-contractor keeps such detailed records in such form as the Authority may reasonably require of the works carried out in performing the Houseblock Works and such records are made available to the Authority whenever reasonably required for the purposes of verification in connection with the Houseblock Works. The Authority shall notify the Contractor of its requirements under this paragraph 1.2 of this Schedule R (**Houseblock Works Fee**) before the date for the first payment of the Houseblock Works Fee becomes due to the Contractor.

SCHEDULE 5

Commercially Sensitive Information

Column 1	Column 2
Commercially Sensitive Contract Provisions	For period ending on date below
CUSTODIAL SERVICES CONTRACT	
Definition of "Houseblock Works Fee"	Contract Term
Clause 4.4(a) (Indemnities)	Contract Term
Clause 25.3 (Liquidated Damages)	Contract Term
Clause 25A.3 (Liquidated Damages - Increased Capacity)	Contract Term
Schedule A (Specification)	Contract Term
Schedule B (Equipment)	Contract Term
Schedule D (Operational Requirements)	Contract Term
Schedule E (Payment Mechanism)	Contract Term
Schedule F (Performance Measures)	Contract Term
Schedule G (Payments on Termination for Default)	Contract Term
Schedule H (Payments on Voluntary Termination)	Contract Term
Schedule O (Insurance)	Contract Term
Schedule R (Houseblock Works Fee)	Contract Term
OPERATING SUB-CONTRACT	
Clause 4.4(a) (Indemnities)	Contract Term
Clause 18.9 (Start Up Costs)	Contract Term
Clause 23.2(b) (Liquidated Damages)	Contract Term
Clause 23.3 (Liquidated Damages)	Contract Term
Clause 23A.3 (Liquidated Damages - Increased Capacity)	Contract Term

Clause 35A.4 (Mobilisation Payments)	Contract Term
Clause 39.7 (Liquidated Damages – Escape)	Contract Term
Schedule A (Equipment)	Contract Term
Schedule C (Operational Equipment)	Contract Term
Schedule D (Payment Mechanism)	Contract Term
Schedule F (Performance Measures)	Contract Term
Schedule H (Insurance)	Contract Term
HOUSEBLOCK CONSTRUCTION SUB-CONTRACT	
Recitals - (c)	Contract Term
Definition of "Contract Sum"	Contract Term
Definition of "Houseblock Works Fee"	Contract Term
Clause 4.3.1 (Indemnities)	Contract Term
Clause 30.1 (Damages for Non Completion)	Contract Term
Clause 30.5 (Damages for Non Completion)	Contract Term
Appendix 1 (Specification)	Contract Term
Appendix 2 (Payment Schedule)	Contract Term
Appendix 3 (Equipment Schedule)	Contract Term
Appendix 4 (Supporting Documents)	Contract Term
Appendix 6 (Insurance Requirements)	Contract Term

SCHEDULE T

Houseblock Documents

The table below sets out each Houseblock Document and the form in which each Houseblock Document is required by the Authority

Houseblock Document	Form Required by Authority
Amended Operating Sub-contract	Certified Copy
Houseblock Construction Sub-contract	Certified Copy
Interface Agreement	Certified Copy
Minutes of the Contractor	Certified Copy
Minutes of the Operating Sub-contractor	Certified Copy
Minutes of the Houseblock Construction Sub-contractor	Certified Copy
Memorandum and Articles of Association of the Contractor	Certified Copy
Memorandum and Articles of Association of the Operating Sub-contractor	Certified Copy
Memorandum and Articles of Association of the Houseblock Construction Sub-contractor	Certified Copy
Operating Sub-contractor's Collateral Warranty	Original
Sub-contractor's Collateral Warranty	Original
Supplemental Lease	Original
Supplemental Fixed Charge	Original

SCHEDULE U

Houseblock Works Area

SCHEDULE V

Sub-Contractor Collateral Warranty

Dated

2008

- (1) INTERSERVE PROJECT SERVICES LIMITED
- (2) THE SECRETARY OF STATE FOR JUSTICE
- (3) AGECROFT PRISON MANAGEMENT LIMITED

Construction Contractor collateral warranty

in respect of the Design, Construction and Management of Increased Capacity at HMP Forest Bank



THIS DEED is made on

2008

BETWEEN:

- (1) **INTERSERVE PROJECT SERVICES LIMITED** (registered number 00303359) whose registered office is at 395 George Road, Erdington, Birmingham B23 7RZ ("the Construction Contractor");
- (2) **THE SECRETARY OF STATE FOR JUSTICE** ("the Authority" which expression includes its permitted successors in title and assigns); and
- (3) **AGECROFT PRISON MANAGEMENT LIMITED** (registered number 03509050) whose registered office is at Capital House, 25 Chapel Street, London NW1 5DH ("the Project Company").

BACKGROUND:

- (A) By an agreement dated 6 July 1998 ("the Contract"), the Authority has appointed the Project Company for the carrying out of the design, construction, commissioning, maintenance and operation of HMP Forest Bank (the "Prison") at the Site (as such term is defined in the Contract), together with the provision of facilities management services ("the Project").
- (B) By an Amending Agreement dated [] the Authority and the Project Company have agreed to amend the Contract in order to provide for the design, construction, operation and maintenance of the Increased capacity (as defined in the Contract) at the Prison, and all references in this Collateral Warranty to the Contract shall be to the Contract as amended by the Amending Agreement.
- (C) By an agreement dated [] ("the Construction Contract") the Project Company has appointed the Construction Contractor to carry out the Houseblock Works (as defined in the Contract).
- (D) The Construction Contractor is obliged under the Construction Contract to give a warranty in this form in favour of the Beneficiary.

OPERATIVE PROVISIONS

1. CONSIDERATION

This Deed is made in consideration of the payment of one pound [] by the Beneficiary to the Construction Contractor receipt of which the Construction Contractor acknowledges.

2. CONSTRUCTION CONTRACTOR'S WARRANTIES

- 2.1 The Construction Contractor warrants to the Beneficiary that it has carried out and will continue to carry out and complete its obligations under the Construction Contract in accordance with the Construction Contract.
- 2.2 The Construction Contractor further warrants that it has exercised and will continue to exercise reasonable skill and care (save where the Construction

Contract imposes a higher standard in which case such higher standard will apply) in relation to the following (so far as the Construction Contractor is responsible for them):

- 2.2.1 the design of the Houseblock Works;
- 2.2.2 the selection of goods, materials, equipment or plant for the Houseblock Works; and
- 2.2.3 the satisfaction of any performance requirement or specification of or for the Houseblock Works or in any variation issued under the Construction Contract.

3. INTELLECTUAL PROPERTY RIGHTS

- 3.1 Subject to the following provisions of this Deed, all Intellectual Property in the drawings, designs, charts, specifications, plans, software and any other documents or materials in any medium which have been created and/or developed by the Construction Contractor in the course of performing its obligations under the Construction Contract ("the Documents") will remain vested in the Construction Contractor. For the purposes of this **clause 3**, "Intellectual Property" shall mean all copyright and all neighbouring and database rights and moral rights, registered designs, registered and unregistered design rights, or any rights or property similar to the foregoing in any part of the world whether registered or unregistered, together with the right to apply for the registration of such rights in any part of the world and the rights to current applications for registration of any such intellectual property referred to above.
- 3.2 The Construction Contractor grants (or, if such a grant cannot legally take place until a later date, agrees to grant) to the Beneficiary, with effect from the date of this Deed or in the case of any of the Intellectual Property not yet in existence with effect from the creation of such Intellectual Property, an irrevocable, royalty-free, non-exclusive licence (such licence to remain in full force and effect notwithstanding the completion of the Construction Contractor's obligations or the termination of the Construction Contract or this Deed or the determination of the Construction Contractor's employment under the Construction Contract or any dispute under the Construction Contract or this Deed) to use and to reproduce all Documents for any purpose whatsoever connected with the Project including, but without limitation, the execution, completion, maintenance, letting, advertisement, modification, extension, reinstatement and repair of the Project. Such licence will carry the right to grant sub-licences and will be transferable to third parties.
- 3.3 The Construction Contractor will not grant to any third party the right to use any of the Documents save under any warranty it is obliged to give under the Construction Contract or under this Deed or as otherwise required to enable it to fulfil its obligations under the Construction Contract.

3.4 The Construction Contractor will not be liable for any use the Beneficiary may make of the Documents for any purpose other than the purposes set out in **clause 3.2**.

3.5 The Construction Contractor warrants that the Documents (save to the extent that duly authorised sub-contractors or sub-consultants have been used to prepare the same) are the Construction Contractor's own original work and that in any event their use in connection with the Houseblock Works will not infringe the rights of any third party. The Construction Contractor further warrants that where duly authorised sub-contractors or sub-consultants are used their work will be original and that the Construction Contractor will obtain the necessary consents in relation to **clause 3.2**.

3.6 The Construction Contractor agrees on reasonable request at any time and following reasonable prior written notice to give to the Beneficiary, or those authorised by the Beneficiary, access to the Documents and to provide copies (including copy negatives and CAD disks) of the Documents at the Beneficiary's expense.

4. **PROFESSIONAL INDEMNITY INSURANCE**

4.1 The Construction Contractor by this Deed covenants with the Beneficiary that it has at its own cost taken out, or procured the taking out of, professional Indemnity insurance with reputable insurers carrying on business in the European Union with a limit of indemnity of not less than [REDACTED] for any one occurrence or series of occurrences arising out of any one event in relation to the Houseblock Works provided always that:

4.1.1 such insurance shall be in place from the commencement of the Houseblock Works until no less than 12 years after issue of the Engineer's Houseblock Declaration (as defined in the Contract);

4.1.2 the insurance premiums in respect of the insurance shall at all times be the responsibility of the Construction Contractor;

4.1.3 if such insurance is not available to the Construction Contractor (and/or design and build contractors engaged in projects of a similar scope, size, nature and complexity as the Construction Contractor) at commercially reasonable rates and terms (excluding any increase in premiums attributable to the actions, omissions, errors or defaults of the Construction Contractor), the Construction Contractor and the Beneficiary will meet and the Construction Contractor will outline the steps he intends to take to manage such risks. If the steps proposed by the Construction Contractor are not reasonably acceptable to the Beneficiary, the parties shall agree an alternative method of managing such risk.

- 4.2 The Construction Contractor will provide the Beneficiary with reasonable evidence that the policies referred to in this **clause 4** are in full force and effect together with a summary of the policy terms and conditions.

5. **NOTICES**

Any notice to be given by either party under this Deed will be sufficiently served if sent by hand, by facsimile transmission or by post to the registered office (any notices to the Construction Contractor being marked for the attention of the Company Secretary) or if there is none the last known address of the party to be served. Any notice sent by hand will be deemed to be served on the date of delivery and any notice sent by facsimile transmission will be deemed to be served in full at the time recorded on the facsimile report sheet provided that if any notice sent by hand or facsimile is sent after 4.45p.m. on any day it will be deemed to be served on the next working day. Any notice sent by post will be deemed to have been duly served at the expiration of 48 hours after the time of posting if the end of that period falls before 4.45p.m. on a working day and otherwise on the next working day.

6. **ASSIGNMENT**

Without prejudice to the provisions of **clause 10**, the benefit of and the rights on the part of the Beneficiary under this Deed may be assigned without the consent of the Construction Contractor on two occasions only. The Beneficiary will give the Construction Contractor written notice following any such assignment specifying the name and address of the assignee and the date of the assignment. The Construction Contractor will not contend that any such assignee is precluded from recovering any loss resulting from any breach of this Deed (whatever the date of such breach) by reason only that that person is an assignee and not the original beneficiary under this Deed or by reason that the original beneficiary or any intermediate beneficiary escaped any loss resulting from such breach by reason of the disposal of any interest in the Site or that the original beneficiary or any intermediate beneficiary has not suffered any or as much loss.

7. **OTHER RIGHTS AND REMEDIES**

The rights and benefits conferred upon the Beneficiary by this Deed are in addition to any other rights and remedies it may have against the Construction Contractor including, without limitation, any remedies in negligence.

8. **NO APPROVAL**

The Construction Contractor's liabilities under this Deed will not be in any way reduced or extinguished by reason of any inspection or approval of the Documents or attendance at site meetings or other enquiry or inspection which the Beneficiary may make or procure to be made for the Beneficiary's benefit or on its behalf.

9. **PROHIBITED MATERIALS**

9.1 The Construction Contractor warrants that, to the extent it either is obliged to specify or approve products or materials for use in the Houseblock Works or does so specify or approve, it has exercised and will exercise reasonable skill and care in accordance with this Deed not to specify, approve or use any products or materials which are generally known within the construction industry to be deleterious in the particular circumstances in which they are used, or those identified as potentially hazardous in or not in conformity with:

9.1.1 the report entitled "Good Practice in the Selection of Construction Materials" (1997, by Tony Sheehan, Ove Arup & Partners, published by the British Council for Offices and the British Property Federation) other than the recommendations for good practice contained in Section 2 of that report;

9.1.2 relevant British or European Standards or Codes of Practice;

9.1.3 any publications of the Building Research Establishment related to the specification of products or materials.

9.2 If in the performance of its duties under the Construction Contract, the Construction Contractor becomes aware that it or any other person has specified or used, or authorised or approved the specification or use by others, of any such products or materials the Construction Contractor will immediately give the Beneficiary written notice of the same. This **clause 9.2** does not create any additional duty for the Construction Contractor to inspect or check the work of others which is not required by the Construction Contract.

10. **STEP-IN RIGHTS**

10.1 The Construction Contractor will not exercise or seek to exercise any right which may be or become available to it to terminate or treat as terminated or repudiated the Construction Contract or its employment under it or discontinue or suspend the performance of any duties or obligations under the Construction Contract without first giving to the Beneficiary not less than twenty-eight days' prior written notice specifying the Construction Contractor's grounds for terminating or treating as terminated or repudiated the Construction Contract or its employment under it or discontinuing or suspending its performance of the Construction Contract and stating the amount (if any) of monies outstanding under the Construction Contract. Within such period of notice:

10.1.1 the Beneficiary may give written notice to the Construction Contractor that the Beneficiary shall become the employer under the Construction Contract to the exclusion of the Project Company and, upon giving such notice, that will be the case and the Construction Contract will be and remain in full force and effect notwithstanding any of the grounds in the Construction Contractor's notice under **clause 10.1**; and

10.1.2 if the Beneficiary has given such notice under **clause 10.1.1** or under **clause 10.3**, the Beneficiary will then as soon as practicable remedy

any outstanding breach by the Project Company (provided that where the notice is given under **clause 10.1.1** rather than under **clause 10.3** such breach has properly been included in the Construction Contractor's specified grounds under **clause 10.1**); and

10.1.3 If:

10.1.3.1 the Beneficiary has given such notice under **clause 10.1.1** then from the date of the Construction Contractor's notice; or

10.1.3.2 the Beneficiary has given notice under **clause 10.3** then from the date of the Beneficiary's notice

the Beneficiary will, by **clause 10.1.1**, become responsible for all sums properly payable to the Construction Contractor under the Construction Contract and for the observance and performance of all of the other duties and obligations on the part of the Project Company to be observed and performed under the Construction Contract accruing due after the service of such Construction Contractor's notice or Beneficiary's notice (as applicable) but the Beneficiary will in paying such sums be entitled to the same rights of set-off and deduction as would have applied to the Project Company under the Construction Contract.

10.2 Notwithstanding anything contained in this Deed and notwithstanding any payments which may be made by the Beneficiary to the Construction Contractor the Beneficiary will not be under any obligation to the Construction Contractor nor will the Construction Contractor have any claim or cause of action against the Beneficiary unless and until the Beneficiary has given written notice to the Construction Contractor under either **clause 10.1.1** or **clause 10.3**.

10.3 Provided that the Construction Contract has not previously been terminated the Construction Contractor further covenants with the Beneficiary that, if the employment of the Construction Contractor under the Construction Contract is determined or if the Construction Contract is terminated, the Construction Contractor, if requested by the Beneficiary, by written notice and subject to **clause 10.1.2** and **clause 10.1.3**, will accept the reasonable instructions of the Beneficiary to the exclusion of the Project Company in respect of the Houseblock Works upon the terms and conditions of the Construction Contract. The Beneficiary shall then become the employer under the Construction Contract to the exclusion of the Project Company and the Construction Contractor will, if so requested, enter into a novation agreement in order to substitute the Beneficiary for the Project Company under the Construction Contract.

10.4 Where the Construction Contractor has given rights in relation to the Construction Contract similar to those contained in this **clause 10** to any other person then if both the Beneficiary and any such other person serve notice under

clause 10.1.1 or **clause 10.3** or its equivalent the notice served by the Beneficiary shall prevail.

10.5 The Project Company acknowledges that the Construction Contractor will be entitled to rely on a notice given to the Construction Contractor by the Beneficiary under **clause 10.3** as conclusive evidence that the Beneficiary is entitled to serve such notice.

10.6 The Beneficiary may by written notice to the Construction Contractor appoint another person to exercise its rights under this **clause 10** subject to the Beneficiary remaining liable to the Construction Contractor as guarantor for its appointee in respect of its obligations under this Deed.

11. **GOVERNING LAW AND JURISDICTION**

This Deed will be construed in accordance with English law and be in all respects subject to the non-exclusive jurisdiction of the English courts.

12. **THIRD PARTY RIGHTS**

The parties to this Deed do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

13. **EFFECT AND LIMITATION OF LIABILITY**

13.1 The Construction Contractor has no liability under this Deed which is greater or of longer duration than it would have had if the Beneficiary had been a party to the Construction Contract as joint employer, provided that the Construction Contractor shall not be entitled to set-off or deduct from any sums payable to the Beneficiary under this Deed any sums due or claimed as due by the Construction Contractor from the Project Company.

13.2 The Construction Contractor shall be entitled in any action or proceedings brought by the Beneficiary under this Deed to rely on any limitation in the Construction Contract and to raise equivalent rights in defence of liability (but excluding set-offs and counterclaims) as it would have against the Project Company under the Construction Contract.

13.3 The Construction Contractor shall not by reason of this Deed have any liability to the Beneficiary for delay in completion of the Houseblock Works.

13.4 Notwithstanding execution and delivery of this Deed or any term or condition to the contrary, the Beneficiary shall not be entitled to make any claim against the Construction Contractor under this Deed nor pursuant to such term or condition unless and until the Project Agreement has been terminated.

14. NON-DISCLOSURE

- 14.1 The Construction Contractor will note and comply with the provisions of the Official Secrets Acts 1911 - 1989, and shall take all reasonable steps to ensure that all persons including staff or sub-contractors employed on any work in connection with the Construction Contract have notice and comply with such statutory provisions, and will continue to comply with them following the completion of the Houseblock Works or earlier termination of the Construction Contract, and after the termination of their employment.
- 14.2 The Construction Contractor shall not disclose the Construction Contract or any provision of it to any person other than a person engaged in the carrying out of the Houseblock Works, except with the written consent of the Authority and the Contractor. Such disclosure shall be made in confidence and shall be limited to disclosure necessary for the purposes of the Construction Contract.
- 14.3 The Construction Contractor shall not make use of the Construction Contract or any information issued by or on behalf of the Authority (or any third party) otherwise than for the purpose of the Construction Contract, except with the written consent of the Authority and the Contractor (and as appropriate the relevant third party).

15. LIQUIDATED DAMAGES

- 15.1 Without prejudice to clause 25A of the Contract, if the Project Company shall be liable to the Authority for the payment of liquidated and ascertained damages pursuant to clause 25A of the Contract (the "Liquidated Damages") the Construction Contractor shall pay the Liquidated Damages directly to the Authority. Upon payment of the Liquidated Damages (receipt of which the Authority shall confirm in writing to both the Project Company and the Construction Contractor):
- 15.1.1 the Construction Contractor shall be released from any liability for liquidated and ascertained damages under the Construction Contract to the extent of the Liquidated Damages; and
- 15.1.2 the Project Company shall be released from liability to pay the Liquidated Damages pursuant to clause 25A of the Contract.
- 15.2 If it is subsequently agreed or determined under the Contract that the Liquidated Damages (or a proportion thereof) were not payable by the Project Company to the Authority and/or that the Liquidated Damages (or a proportion thereof) should be repaid by the Authority to the Project Company, the Authority shall repay such sums directly to the Construction Contractor, and upon such repayment the Project Company shall be released from any liability to pay such sums to the Construction Contractor under the Construction Contract and the Authority shall be released from any liability to pay such sums to the Project Company.

- 15.3 In the event that the Construction Contractor does not pay to the Authority the Liquidated Damages as required by **clause 15.1**, interest shall accrue on the Liquidated Damages at the rate set out at clause 38.5 of the Contract.

16. CONFIDENTIALITY

- 16.1 The Construction Sub-Contractor shall not by itself, or by its servants, agents or sub-contractors, communicate with representatives of the press, television, radio, or other communications media on any matter concerned with the Contract or the Construction Contract without the prior written authority of the Authority or the Project Company.
- 16.2 No facilities to photograph or film in or at the Prison shall be given or permitted by the Construction Contractor unless the Authority and the Project Company have given prior written approval, provided that nothing in this **clause 16.2** shall prevent or restrict the Construction Contractor from taking photographs or filming solely in order to carry out and complete the Houseblocks Works.

THIS DOCUMENT is executed as a deed and delivered on the date stated at the beginning of this Deed.

SCHEDULE W

Operating Sub-Contractor Collateral Warranty

Dated

2008

- (1) Kalyx Limited
- (2) The Secretary of State for Justice
- (3) Agecroft Prison Management Limited

Duty of Care Deed

relating to Conditions of Contract for the Design, Construction,
Management and Financing of a Custodial Service at Agecroft, Salford

THIS DEED OF WARRANTY is made on the day of 2008

BETWEEN:

- (1) **KALYX LIMITED** (Company No. 02147491) whose registered office is at Capital House, 25 Chapel Street, London NW1 5DH (the "**Operating Sub-contractor**");
 - (2) **THE SECRETARY OF STATE FOR JUSTICE** (the "**Authority**"), (which expression includes its permitted successors in title and assigns); and
 - (3) **AGECROFT PRISON MANAGEMENT LIMITED** (Company No. 3509050) whose registered office is at Capital House, 25 Chapel Street, London, NW1 5DH (the "**Contractor**"),
- each a "Party" and together the "Parties".

BACKGROUND

- (A) By a project agreement dated 6 July 1998 (the "**Contract**") the Authority appointed the Contractor to carry out, the design, construction, operation and maintenance of the Prison as contemplated by the Contract including the carrying out of the Works and the provision of the Services.
- (B) By an amending agreement to the Contract dated on or around the date of this Deed the Contractor and the Authority agreed that the Contract would be amended (the "**Amended Contract**") to provide that the Contractor would design and build the Houseblock at the Prison and provide Services to that Houseblock.
- (C) The Operating Sub-contractor was appointed by the Contractor under a contract dated 6 July 1998 to carry out the Services (the "**Original Operation and Maintenance Contract**").
- (D) The Operating Sub-contractor and the Contractor by an amendment and supplemental agreement dated 11 September 1998, amended the Original Operation and Maintenance Contract.
- (E) The Operating Sub-contractor by an amended and restated operation and maintenance contract dated 2008 further amended the Original Operation and Maintenance Contract (the "**Amended Operation and Maintenance Contract**").
- (F) The Operating Sub-contractor has agreed to give a warranty in this form in favour of the Authority.

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed, except where the context otherwise requires:

- "Document"** means any written or printed work, or photograph, or any work produced by electronic means including any tapes, disks, CD-ROMs or other recorded matter, prepared by or on behalf of the Operating Sub-contractor in relation to the Services;
- "Lender"** means any organisation providing funding to the Contractor in connection with the carrying out of the Works.

1.2 Interpretation

In this Deed, except where the context otherwise requires:

- 1.2.1 Capitalised terms defined in this Deed shall have the same meaning given to such term in the Amended Operation and Maintenance Contract.
- 1.2.2 the masculine includes the feminine and vice-versa;
- 1.2.3 the singular includes the plural and vice-versa;
- 1.2.4 a reference to any clause or sub-clause is, except where expressly stated to the contrary, a reference to such clause or sub-clause of and to this Deed;
- 1.2.5 save where stated to the contrary, any reference to this Deed or to any other document shall include any permitted variation, amendment or supplement to such document;
- 1.2.6 any reference to any enactment, order, regulation or other similar instrument shall be construed as a reference to the enactment, order, regulation or instrument as amended, replaced, consolidated or re-enacted;
- 1.2.7 a reference to a person includes firms, partnerships and corporations and their successors and permitted assignees or transferees;
- 1.2.8 headings are for convenience of reference only; and
- 1.2.9 words preceding "include", "includes", "including" and "included" shall be construed without limitation by the words which follow those words.

2. OPERATIVE PROVISIONS

In consideration of the payment of one pound [REDACTED] by the Authority to the Operating Sub-contractor, receipt of which the Operating Sub-contractor acknowledges:

3. WARRANTY

- 3.1 The Operating Sub-contractor warrants to the Authority that it has carried out and will continue to carry out all its obligations and duties under the Amended Operation and Maintenance Contract in accordance with and to the standard required by the Amended Operation and Maintenance Contract, provided always that the Operating Sub-contractor has no liability hereunder which is greater or of a longer duration than that it owes to the Contractor under the Amended Operation and Maintenance Contract.
- 3.2 The Operating Sub-contractor shall be entitled in any proceedings by the Authority to rely on any limitation in the Amended Operation and Maintenance Contract and to raise equivalent rights in defence of liability as it would have against the Contractor under the Amended Operation and Maintenance Contract.
- 3.3 Notwithstanding anything in this Deed and notwithstanding any payments which may be made by the Authority to the Operating Sub-contractor, the Authority and the Operating Sub-contractor will not be under any obligation to each other nor will any Party have any claim or cause of action against the others unless and until the Authority has given written notice to the Operating Sub-contractor pursuant to **clauses 7.1.1 or 7.3 (Step-In Rights in Favour of the Authority)**.

4. COPYRIGHT

- 4.1 The Operating Sub-contractor hereby grants (or, if such grant cannot legally take place until a later date, agrees to grant) to the Authority with effect from the date of this Deed or in the case of Documents not yet in existence with effect from the creation thereof, an irrevocable royalty-free non-exclusive licence to use and to reproduce all Documents for any purpose whatsoever connected with the Project and such other purposes as are reasonably foreseeable. Such licence will carry the right to grant sub-licences and will be transferable to third parties.
- 4.2 The Authority will not hold the Operating Sub-contractor liable for any use it may make of the Documents for any purpose other than that for which they were originally provided by it unless the Operating Sub-contractor authorises such use and confirms that the Documents are suitable for it.

4.3 The Operating Sub-contractor agrees on reasonable request at any time and following reasonable prior written notice to give the Authority or those authorised by it access to the Documents and to provide copies (including copy negatives and CAD disks) thereof at the Authority's expense.

4.4 The Operating Sub-contractor warrants to the Authority that the Documents (save to the extent duly appointed sub-contractors have been used to prepare the same) are its own original work and that in any event their use in connection with the Project will not infringe the rights of any third party.

5. ASSIGNMENT

The benefit of and the rights of the Authority under this Deed may be assigned without the consent of the Operating Sub-contractor on two (2) occasions only and the Authority will notify the Operating Sub-contractor in writing following any such assignment specifying the name and address of the assignee and the date of the assignment. The Operating Sub-contractor will not contend that any such assignee is precluded from recovering any loss resulting from any breach of this Deed (whatever the date of such breach) by reason only that that person is an assignee and not the original beneficiary hereunder or by reason that the original beneficiary or any intermediate beneficiary escaped any loss resulting from such breach by reason of the disposal of any interest in the Site or that the original beneficiary or any intermediate beneficiary has not suffered any, or as much, loss.

6. AUTHORITY'S REMEDIES

The rights and benefits conferred upon the Authority by this Deed are in addition to any other rights and remedies it may have against the Operating Sub-contractor including without prejudice to the generality of the foregoing any remedies in negligence.

7. STEP-IN RIGHTS IN FAVOUR OF THE AUTHORITY

7.1 The Operating Sub-contractor will not exercise or seek to exercise any right which may be or becomes available to it to terminate or treat as terminated or repudiated the Amended Operation and Maintenance Contract or its employment under it or discontinue or suspend the performance of any duties or obligations thereunder without first giving to the Authority not less than thirty (30) Business Days prior written notice specifying the Operating Sub-contractor's ground for terminating or treating as terminated or repudiated the Amended Operation and Maintenance Contract or its employment under it or discontinuing or suspending its performance thereof and stating the amount (if any) of monies outstanding under the Amended Operation and Maintenance Contract. Within such period of notice:

- 7.1.1 the Authority may give written notice to the Operating Sub-contractor that the Authority will thenceforth become the Contractor under the Amended Operation and Maintenance Contract to the exclusion of the Contractor and thereupon the Operating Sub-contractor will admit that the Authority is the Contractor under the Amended Operation and Maintenance Contract and the Amended Operation and Maintenance Contract will be and remain in full force and effect notwithstanding any of the said grounds;
- 7.1.2 if the Authority has given such notice as aforesaid or under **clause 7.3 (Step-in Rights in Favour of the Authority)**, the Authority shall accept liability for the Contractor's obligations under the Amended Operation and Maintenance Contract and will as soon as practicable thereafter remedy any outstanding breach by the Contractor including for the avoidance of doubt any non-payment of sums due to the Operating Sub-contractor which properly has been included in the Operating Sub-contractor's specified grounds pursuant to **clause 7.1 (Step-in Rights in Favour of the Authority)** (and which has been notified to the Authority) and which is capable of remedy; and
- 7.1.3 if the Authority has given such notice as aforesaid or under **clause 7.3 (Step-in Rights in Favour of the Authority)** the Authority will from the service of such notice become responsible for all sums properly payable to the Operating Sub-contractor under the Amended Operation and Maintenance Contract accruing due after the service of the Operating Sub-contractor's notice but the Authority will in paying such sums be entitled to the same rights of set-off and deduction as would have applied to the Contractor under the Amended Operation and Maintenance Contract.
- 7.2 Notwithstanding anything contained in this Deed and notwithstanding any payments which may be made by the Authority to the Operating Sub-contractor, the Operating Sub-contractor will not be under any duty to obey any direction or instruction from the Authority unless and until the Authority has given notice under **clauses 7.1.1 and 7.3 (Step-in Rights in Favour of the Authority)**.
- 7.3 The Operating Sub-contractor further covenants with the Authority that if the Amended Contract is terminated by the Authority the Operating Sub-contractor, if requested by the Authority by notice in writing and subject to **clauses 7.1.2 and clause 7.1.3 (Step-in Rights in Favour of the Authority)**, will accept the instructions of the Authority to the exclusion of the Contractor in respect of the Services upon the terms and conditions of the Amended Operation and Maintenance Contract and will if so requested in writing enter into a novation agreement whereby the Authority is substituted for the Contractor under the Amended Operation and Maintenance Contract.

- 7.4 Where the Operating Sub-contractor has given rights in relation to the Amended Operation and Maintenance Contract similar to those contained in this clause to the Lender then if both the Authority and the Lender serve notice under **clauses 7.1.1 or 7.3 (Step-in Rights in Favour of the Authority)** or their equivalent the notice served by the Authority will not prevail over any notice served by the Lender but will prevail over any notice served by any other person.
- 7.5 The Contractor acknowledges that the Operating Sub-contractor will be entitled to rely on a notice given to the Operating Sub-contractor by the Authority under **clause 7.3 (Step-in Rights in Favour of the Authority)** as conclusive evidence that the Amended Contract has been terminated by the Authority.
- 7.6 The Authority may by notice in writing to the Operating Sub-contractor appoint another person to exercise its rights under this **clause 7 (Step-in Rights in Favour of the Authority)** subject to the Authority remaining liable to the Operating Sub-contractor as guarantor for its appointee in respect of its obligations under this Deed.

8. **LIMITATION**

Without prejudice to the provisions of **clause 7.1 (Step-in Rights in Favour of the Authority)** the Authority shall not be entitled to take any action or proceedings against the Operating Sub-contractor pursuant to this Deed unless and until the Amended Contract has been terminated.

9. **INDEPENDENT ENQUIRY CLAUSE**

The liability of the Operating Sub-contractor under this Deed shall not be modified released, diminished or in any way affected by any independent inspection investigation or enquiry into any relevant matter which may be made or carried out by or for the Authority nor by any failure or omission to carry out any such inspection, investigation or enquiry nor by the appointment by the Authority of any independent firm, company, or party whatsoever to review the progress of or otherwise report to the Authority in respect of the Services nor by any action or omission of any such firm, company or party whether or not such action or omission might give rise to any independent liability of such firm, company or party to the Authority provided always that nothing in this clause shall modify or affect any rights which the Operating Sub-contractor might have but for the existence of this clause to claim contribution from any third party whether under statute or at common law.

10. **NO VARIATION TO AMENDED OPERATION AND MAINTENANCE CONTRACT WITHOUT AUTHORITY'S CONSENT**

The Contractor and the Operating Sub-contractor undertake with the Authority not to vary or depart from the terms and conditions of the Amended Operation

and Maintenance Contract without the prior written consent of the Authority, and agree that no such variation or departure made without such consent shall be binding upon the Authority, or affect or prejudice the Authority's rights hereunder, or under the Amended Operation and Maintenance Contract or in any other way.

11. THE CONTRACTOR'S INCLUSION AS PARTY

The Contractor has agreed to be a Party to this Deed for the purpose of clause 8 and for acknowledging that the Operating Sub-contractor shall not be in breach of the Amended Operation and Maintenance Contract by complying with the obligations imposed on it by this Deed.

12. COUNTERPARTS

This Deed may be executed in one or more counterparts. Any single counterpart or a set of counterparts executed, in either case, by all the parties shall constitute a full and original instrument for all purposes.

13. JURISDICTION

The law applicable to this Deed shall be English Law and the English Courts shall have non-exclusive jurisdiction with regard to all matters arising in connection with or under this Deed.

14. THIRD PARTY RIGHTS

It is agreed for the purposes of the Contracts (Right of Third Parties) Act 1999 that this Deed is not intended to and does not give any person who is not a Party to this Deed any rights to enforce any provisions contained in this Deed.

15. NOTICES

Any notice to be given by either Party hereunder will be sufficiently served if sent by hand, by facsimile transmission or by post to the registered office or if there is none the last known address of the Party to be served. Any notice sent by hand will be deemed to be served on the date of delivery and any notice sent by facsimile transmission will be deemed to be served in full at the time recorded on the facsimile report sheet, provided that if any notice sent by hand or facsimile is sent after 4.45 pm on any day it will be deemed to be served on the next Business Day. Any notice sent by post will be deemed to have been duly served at the expiration of forty-eight (48) hours after the time of posting if the end of that period falls before 4.45pm on a Business Day and otherwise on the next Business Day.

IN WITNESS whereof this document is executed by the Parties as a Deed and delivered on the date stated at the beginning of this Deed.

EXECUTED as a Deed by)
KALYX LIMITED)
acting by two of its directors or a)
director and its secretary:)

Director

Director/Secretary

EXECUTED AS A DEED by)
THE SECRETARY OF STATE FOR JUSTICE)
acting by:)

Authorised Signatory

Authorised Signatory

EXECUTED as a Deed by)
AGECROFT PRISON)
MANAGEMENT LIMITED)
acting by two of its directors)
or a director and its secretary:)

Director

Director/Secretary

SIGNED by
for and on behalf of
AGECROFT PRISON
MANAGEMENT LIMITED

)
)
)
)

[REDACTED]

SIGNED by
for and on behalf of
HM PRINCIPAL SECRETARY OF
STATE FOR THE HOME
DEPARTMENT
in the presence of

)
)
)
)
)
)

[REDACTED]

[REDACTED]