Section 3

Service Information

Schedule 1 Definitions

The terms and expressions used in this Contract shall have the meanings set out in clause 11.2. Where not defined in Clause 11.2, the following additional expressions shall have the meanings set out below:

Achieve	means, in respect of an Implementation Milestone, to successfully meet the Milestone Completion Criteria and the issue of a Milestone Achievement Certificate in respect of that Implementation Milestone and **"Achieved"** and **"Achievement"** shall be construed accordingly;
Achieving Excellence	OGC initiative for producing continuous improvement in procurement of construction, maintenance and refurbishment works.
Action Plan	A plan prepared by the *Contractor* which addresses Service delivery defaults as described in Section 4 Schedule 4 - Key Performance Indicators
Action Plan Request	A request by the *Employer* to the *Contractor* to produce an Action Plan as a result of the *Contractor* failing to meet the overall KPI standard.
Active X	ActiveX is a framework for defining reusable software components in a programming language independent way.
Actual Significant Data	Baseline Significant Data which has been validated during the Verification Period in accordance with Section 4 Schedule 1 - Price Adjustment Methodology
Ad Hoc	On demand request for additional services or Works for a specific case or situation.
Ad Hoc Service Payments	Payments made by the *Employer* for Ad Hoc service/Works.
Apprenticeship Programme	The requirement of the *Employer* for the *Contractor* to employ a number of apprentices and provide wider skills training in respect of the Services as detailed in Appendix 3 (Training and Apprenticeships) of Section 3

	Schedule 3 - Specification of Services
Approved Code of Practice	Guidance on the practical implementation of current practice.
Approved Suppliers	Subcontractors who have contracts with the *Contractor* to supply plant and materials and who have been approved by the *Service Manager.*
Asbestos Register	The register held on an Affected Property which records and maintains details of asbestos survey(s) arranged by the *Employer.*
Asset(s)	Equipment, plant or installations which require periodical testing, maintenance or replacement by the *Contractor* as part of the *services.*
Asset Data	Means the Asset information comprising registers of M&E equipment, registers of building fabric, asbestos registers, planned preventative maintenance schedules, condition surveys.
Asset Register	Means a list of fixed Assets, equipment or installations located at each Affected Property included in the Contract.
Attend	A suitably qualified operative attends the Affected Property to which either; a) the Work request relates and identifies the extent of the Work request and ensures that appropriate action is taken in accordance with Good Industry Practice; or b) the *services* are required.
Attendance Time	The time taken to attend an Affected Property to undertake a Reactive Maintenance request
Authorisation Protocols	Instructions to determine if a Reactive Maintenance request for an Asset, the *service*s or Affected Property requires the *Employer's* authorisation before being carried out by the *Contractor* and therefore whether it will follow a Red Route or Green Route protocol.
Authorised Person	A competent person, trained to carry out tasks for which must be undertaken by an "Authorised Person".
Authorised Signatory	A person who is duly authorised to execute documents

	for and on behalf of the *Employer* or the *Contractor*.
BACS	(Bankers' Automated Clearing Services) is a means of electronic processing of financial transactions. BACS Direct Debits and BACS Direct Credits are made using the BACS system. BACS payments take three working days to clear: they are entered into the system on the first day, processed on the second day, and cleared on the third day.
Barriers	Traffic control systems which could be in a variety of applications.
Baseline Significant Data	The baseline figures and information within the Baseline Significant Data Categories set out in the Service Information within the Price List provided to and relied upon by the *Contractor* in the calculation of the Estimated Costs.
Baseline Significant Data Categories	The categories of Baseline Significant Data as set out in Section 4 Schedule 1 - Price Adjustment Methodology of the Contract, and correspond to the relevant columns with the same headings contained within the Price List.
Baseline Standard and National Security Vetting	Security clearance classifications as set out in Section 3, Schedule 4 - Security Requirements.
Benchmarking	The process used by the *Employer* to compare the *Contractor's* business processes and performance to another and/or Best Practice. Dimensions typically measured are quality, time, and cost in accordance with Section 4 Schedule 5 - Benchmarking.
Best Practice	Recognised industry recommended service strategy to provide optimum performance of the Contract.
BICS	British Institution of Cleaning Science
Bio-Hazard Spillage Kits	Self-contained equipment used for cleaning up spillages of blood, urine and other bodily fluids, safely and quickly.
Building Management System (BMS)	Building management system used for controlling mechanical and electrical services within an Affected Property.

Breakdown Maintenance	Maintenance strategy where components are serviced or replaced on failure.
British Standards	British Standards are the standards produced by the BSI Group incorporated under a Royal Charter. British Standards are produced to set standards of quality for goods and services.
BSRIA guidelines	BSRIA's engineering, technical and market research experts provide independent, objective and practical help in design, construction and occupancy of the built environment. See www.bsria.co.uk
Building Regulations	The Building Regulations (2010).
Building Maintenance Index (BMI)	Building Maintenance Index, price indices prepared by the Building Cost Information Service (BCIS) or any replacement body providing such indices, or any replacement of such index by BCIS or such replacement body.
Building Cost Information Service (BCIS)	BCIS is the Royal Institution of Chartered Surveyors' (RICS) Building Cost Information Service.
Business Continuity	The strategy of ensuring that there is no breakdown of the core Services supporting the ongoing delivery of the Core Business.
Business Continuity Plan	The plan set out in Section 3, Schedule 7 - Business Continuity Plan, detailing how the *Contractor* can continue to Provide the Service in the event of failure of IT systems or closure of the *Contractor's* own premises or other emergencies or major disruptions.
Business Continuity Planning	The process by which the methodology is developed in order to achieve business continuity.
Business Critical	Those Assets or *services* that are essential for the continued delivery of the *Employer's* Core Business.
Business Critical Asset	An Asset that is essential for the continued delivery of the *Employer's* Core Business.
Business Critical System	Mechanical and electrical systems that are essential for the continued delivery of the *Employer's* Core Business.

Business Recovery	The process by which the key supporting services are restored after a loss of service.
Business Unit (s)	A division or unit of the *Employer* that occupies Affected Property where the Services are being provided.
Cadw	The Welsh Assembly Government's historic environment division.
CAFM System	The Computer Aided Facilities Management System that the *Contractor* is providing and which shall be used by the *Contractor* in delivering the Services and by the *Employer* in the monitoring the delivery of the Services.
Carbon Reduction Commitment	The commitment under the CRC Energy Efficiency Scheme: the UK's mandatory climate change and energy saving scheme. It is central to the UK's strategy for improving energy efficiency and reducing carbon dioxide (CO2) emissions, as set out in the Climate Change Act 2008. It has been designed to raise awareness in large organisations, especially at senior level, and encourage changes in behaviour and infrastructure. See www.decc.gov.uk
CDM Regulations	The Construction (Design and Management) Regulations 2007 as may be updated and renewed from time to time.
Charter Mark Services	Services delivered through an accredited Charter Mark Scheme ensuring a recognised quality of service.
(CIBSE)	The Chartered Institution of Building Services Engineers. See www.cibse.org
Cleaning Standards	Basic Cleaning – Standard I, Normal – Standard II, Prestige – Standard III or Hygiene Areas – Standard IV, which is applied to the relevant room or area type within each Affected Property.
Closure Programme Manager	An appropriately qualified individual employed by the *Contractor* who shall have responsibility for managing Exit and Transfer Arrangements.
Cluster	A group of buildings within a region.
Commencement of	Date on which full operations commence on completion

Full Operations	of the Setting Up Period.
Condition Based Monitoring	Maintenance strategy whereby the frequency of service visits is determined by monitoring the condition of plant and equipment and arranging maintenance visits when deterioration of the condition or system performance is detected.
Contamination	All or any pollutants or contaminants, including any chemical or industrial, radioactive, dangerous, toxic or hazardous substance, water or residue (whether in solid, semi-solid or liquid form or gas or vapour) and including without limitation genetically modified organisms.
Contract Management Meeting(s)	Any of the key meetings as described in Section 5 Schedule 1 - Key Personnel and Contract Management
Core Business	Means all activities to be undertaken or arranged by the *Employer* or a Business Unit in fulfilment of its core functions and/or as required by legislation.
Core Hours	The normal operational service times of the *Employer's* Core Business at each Affected Property as identified in the Price List.
Critical Area	An area, which if lost, destroyed or became unusable, would have a significant detrimental effect on the Core Business.
Critical Asset(s)	An Asset, which, if it were to become lost, destroyed, dysfunctional or unusable, would have a significant detrimental effect on the Core Business.
CTC/SC	Security Clearance classifications as set out in Section 3, Schedule 4 – Security Requirements.
Customer Service Excellence	The Government's national standard for customer service excellence.
Data Pack	Information / data which relates to each Affected Property. This can include but not limited to Asset Registers, M&E, building fabric; Asbestos surveys / Registers; condition surveys; CAD drawings; historic testing Information; historic PPM records; future PPM

	schedules; relevant policies and notices; Example MI reports; to the extent that such information is in the possession of the *Employer*, will be made available to the *Contractor.*
Day	A period of twenty-four (24) hours ending at 00.00 hours (midnight).
DEFRA Government Buying Standards	Government Buying Standards (formerly known as Buy Sustainable Quick Wins) are designed to make it easier for government buyers to buy sustainably. www.defra.gov.uk/sustainable
Deliverables	means an item, feature or service associated with the Provision of the Services or a change in the Provision of the Services which is required to be delivered by the *Contractor* at an Implementation Milestone Date;
Disclosed Data	Means information relating to the Services including, but not limited to, any information, plans drawings, documents, handbooks, codes of practice disclosed to the *Contractor* before the Contract Date.
Drugs Testing Facilities	The provision of a medical area where blood samples can be taken in a medically clean environment.
Emergency	An event causing or, in the reasonable opinion of the *Employer*, threatening to cause death or injury to any individual, or serious disruption to the lives of a number of people or extensive damage to the Affected Property, or contamination of the environment in each case on a scale beyond the capacity of the emergency services, or preventing the Services operating under normal circumstances and/or requiring the mobilisation and organisation of the emergency services.
Employer Approvals	Authorisation or consent granted by the *Employer* or Employers Representative.
Employer's Health & Safety Adviser	A competent person appointed by the *Employer* to provide advice on health and safety policy or operational issues.
Employer's Policies	Policies as detailed in Section 3 Schedule 10 -

	Employer's Policies and Notices.
Employer's Property	Means any property, other than real estate, owned or under the control of the *Employer* or an Employee or contractor of the *Employer* or another occupier of an Affected Property.
Employer's Security Requirements	As described in Section 3, Schedule 4 - Security Requirements.
English Heritage	The Historic Buildings and Monuments Commission for England.
Environment Management System	Formalised management system for monitoring and controlling the environmental conditions in Affected Property and business operations.
Environmentally Preferable	Products and materials that are selected on the basis of having a lower adverse impact on the environment.
Estates Management Contractor	A Consultant appointed by the *Employer* from the Professional Services Framework to provide Estates Management services to the *Employer*.
Estimated Costs	The estimated charges for providing the Services calculated on the basis of the Baseline Significant Data.
EU Energy Efficiency Labelling Scheme	The energy efficiency rating of a product is rated in energy levels ranging from A to G. See www.energy.eu
Event(s)	Means a Service failure for the purposes of assessing Key Performance Indicators and is any failure by the *Contractor* to provide the Services in accordance with the Contract and in particular the Section 3, Schedule 3 - Specification of Services for which the relevant Response and Resolution Times (if applicable) have not been met.
Exit and Transfer Plan	The plan that may be entered as set out in Section 3 Schedule 8 - Exit and Transfer Arrangements
Exit and Transfer Risk Register	The register produced and managed by the *Contractor* following agreement of the Exit and Transfer Plan as described in Section 3 Schedule 8 - Exit and Transfer Arrangements
Exit Programme Board	A panel of appropriately qualified and senior employees /

	representatives of each of the *Employer* and the *Contractor*.
Expiry Date	The date falling five (5) Years from the Contract Date unless extended in accordance with this Contract, or earlier if the Contract is terminated.
Failure to Attend	A member of Contractor Staff has failed to Attend an Affected Property within the Response and Resolution Time.
Fire Precautions Training	Training provided in the management of fire risk within the Affected Property.
Fire Risk Assessment	Assessment of the probability of possible causes of fire and the mitigation strategies to be used to minimise the probability of fire occurring as required under the Fire Risk Assessment Regulatory Reform (Fire Safety) Order 2005.
Fire Safety Plan	The procedures and methodology to be employed for ensuring the safety of building occupants in the event of a fire occurring.
Forward Maintenance Programme	A plan (Forward Maintenance Register) for carrying out the projected life cycle replacement or major overhaul of Assets to ensure that they are available in a condition which permits them to serve their required function to the expected standards of quality and reliability. The plan shall also include maintenance work that remains outstanding from the Employers previous 'backlog maintenance' schedules.
4Projects	An extranet electronic project management and document system used by HMPS for electronic storage of drawings, plans, and other information.
Good Industry Practice	Standards, practices, methods and procedures conforming to the Law and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances.

Government and HM Government	The Government of the United Kingdom.
Green Book Live	The unique reference source for environmental products and services to help specifiers and end users identify products and services that can help to reduce their impact on the environment. See www.greenbooklive.com
The Green Guide Specification	The Green Guide is part of BREEAM (BRE Environmental Assessment Method) an accredited environmental rating scheme for buildings. The Green Guide contains more than 1500 specifications used in various types of building. See www.bre.co.uk
Green Route Approval	The *Contractor* is automatically approved to carry out maintenance tasks without having to seek further approval from the *Employer*.
Green Route Item	A repair that is Business Critical or would result in the *Employer* or the *Contractor* being in breach of health and safety or other legislation if it were not carried out.
Greening Operations	The process whereby the delivery of services or carrying out the day–to–day business of an organisation minimises the environmental impact of carrying out those activities.
Helpdesk	The Helpdesk Service as defined in detail in the Section 3 Schedule 3 - Specification of Services
High Usage Areas	Areas of each Affected Property, which are occupied for the majority of the operational times or where there is a high throughput of persons passing through the space.
Historic Scotland	An executive agency of the Scottish Government responsible for safeguarding the historic environment.
HMG Info Sec Standards	Mandatory HMG Standards (including IS1) which the *Contractor* shall be familiar with.
Hot Works Permits	Permits to Work relating to the use of, but not limited to: • welding equipment • flame producing equipment • equipment producing other potential sources of

	combustion
Hours Run Scheduling	Maintenance strategy that determines the incidence of service visits and other maintenance programmes based upon the length of time that plant and other equipment has been running.
ICT	Information and Communication Technologies.
ICT Requirements	ICT requirements as identified in Section 3 Schedule 3 - Specification of Services and Section 3, Schedule 5 - Management Information and ICT Requirements.
Implementation Milestone	An implementation milestone set out in the Mobilisation Plan.
Implementation Milestone Date(s)	Means the date for Achieving an Implementation Milestone, as set out in the Mobilisation Plan.
Incentivisation Scheme	Incentive based method of sharing any savings made by the *Contractor*.
Incentivisation Scheme Value	The value of savings realised pursuant to the shared benefit ratio agreed.
Incumbent Contractor(s)	The contractor(s) providing the *Employer* with services at the Contract Date (or immediately prior to the Contract Date) which are the same or substantially similar to the Services.
In-Scope Service(s)	The Services set out in Section 3, Schedule 3 - Specification of Services, excluding Ad Hoc Services.
IS1	Is the actual risk assessment produced from the ADS.
Listed Building(s)	A building which is included in a list compiled or approved by the Secretary of State under the Planning (Listed Buildings and Conservation Areas) Act 1990.
London Stock Exchange	The London Stock Exchange is a stock exchange located in London, United Kingdom.
Low-to-Zero Carbon (LZC)	Low and zero-carbon (LZC) energy sources installed in buildings, e.g. small scale and micro CHP units, photovoltaic panels and building mounted wind generators. See www.planningportal.gov.uk
Make Safe	A situation where individuals or Assets are no longer in

	danger and best endeavours have been taken to avoid the fault spreading or unauthorised access to / use of the area (including equipment within the area). "Made Safe" shall be construed accordingly.
Management Information	The information required by the *Employer* in the Management Information Reports.
Management Information Reports	The reports on the provision of the Services submitted by the *Contractor* as set out in Section 3, Schedule 5 - Management Information and ICT Requirements.
M&E Maintenance	The maintenance of mechanical & electrical services within each Affected Property where stated in the Price List.
Milestone Achievement Certificate	means a certificate issued by the *Employer* when the *Contractor* has Achieved an Implementation Milestone.
Milestone Completion Criteria	means the criteria set out in the Mobilisation Plan.
Minor Occupier	An occupier within an Affected Property who is not the holder of the primary tenancy or does not have the largest occupancy area in the Affected Property.
Mobilisation Manager	The meaning ascribed to it in Section 3 Schedule 6 (Setting Up and Mobilisation).
Mobilisation Plan	The plan referred to in Section 3 Schedule 6 (Setting Up and Mobilisation).
Month(ly)	Shall mean a calendar month.
Monthly Incentivisation Scheme Value	Is the value of savings in any Month pursuant to the shared benefit ratio agreed.
National Schedule of Rates	Schedule of rates for carrying out maintenance and repair works published and updated by NSR Management (or such other organisation as may replace it from time to time).
NDPB	Non Departmental Public Bodies in the context of this Contract are those organisations part or wholly funded by the *Employer* but acting independently of it.

Net Annual Cost (NAC)	Is, in respect of each Affected Property, the relevant amount as identified as such in the Price List.
New Construction Works	Are new building works or refurbishments/upgrades of a construction value in excess of £500k.
Non-Core Hours	The hours outside of the Core Hours at each Affected Property as identified in the Price List.
Operating Manual(s)	Operation and maintenance manuals are documents which describe key components and systems within each Affected Property. They should explain how each Affected Property should be operated and maintained.
Out-of-Scope Services	Services which are not In-Scope Services
Out-of-Scope Assets	Those Assets identified as not to be included in the maintenance service in the Price List.
Panel on Takeovers and Mergers	The Panel on Takeovers and Mergers (the Takeover Panel or PTM) is a regulatory body located in London, United Kingdom. The PTM is charged with the administration of takeovers and mergers. Its role is to ensure all shareholders are treated equally.
Parliament	The Parliament of the United Kingdom of Great Britain and Northern Ireland (or the Imperial Parliament, the British Parliament or the Parliament.
Parliamentary Questions	When members of the parliament ask questions of Government Ministers (including the Prime Minister) which they are obliged to answer. Parliamentary questions can be either oral or in writing.
Permanent Resolution	A Reactive Maintenance Task has been completed and no further Works or Services are required.
Permit(s) to Work	Permit authorising the *Contractor's* operatives to carry out potentially hazardous work using a safe system of working.
Personal Protective Equipment (PPE)	All equipment (including clothing) which is intended to be worn or held by a person at work and which protects that person against one or more risks to his health, and any addition or accessory designed to meet that objective.
Pest Control	Recognised professional bodies regulating standards of

Associations	pest control service providers.
Planet FMe	The CAFM System operated by HMPS and which will be used by the *Contractor* providing Services to HMPS Affected Property.
Planned	Related to activities that are pre-determined on the basis of a service strategy and specific criteria, as opposed to reacting to a particular set of circumstances.
Planned Preventative Maintenance (PPM)	Maintenance strategy for carrying out service visits at pre-determined intervals.
Prestige Area	Area within each Affected Property where the occupants are senior members of the *Employer's* business or the décor and finishes are of the highest standard or are antique or listed.
Price Adjustment Mechanism	The Price Adjustment Mechanism is a process which facilitates amendment to the Price List as a result of the correction of discrepancies identified in the Significant Data by the *Contractor* during the Verification Period.
Prison Service Instructions (PSIs)	Temporary documents that contain mandatory actions that usually expire after 12 months and are normally issued to introduce amendments to Prison Services Orders (PSOs), or to mandate one-off actions such as financial procedures. The exceptions are PSIs which outline contracts and those PSIs would expire at the end of the contract.
Prison Service Orders (PSOs)	Permanent documents that outline the procedures to be followed by prison or headquarters staff and which contain mandatory instructions and which only expire once replaced or revoked. PSOs can contain substantial manuals which contain both mandatory actions and guidance.
Professional Services Contract	Contracts awarded by the *Employer* for the provision of Professional Services.
Public Area(s)	Area within an Affected Property where members of the general public have access.
Public Offices	Offices where the core function is dealing with the

	general public.
Quality Management System	The Quality Management System operated by the *Contractor*.
Reactive Maintenance	Maintenance service strategy where the *Contractor* responds to faults when they occur.
Reactive Maintenance Threshold	Fully comprehensive repair limits as identified in the Price List.
Reactive Maintenance Task	A reactive repair or maintenance request received from the Helpdesk and acted upon in accordance with the Response and Resolution Times as described within Section 3 Schedule 3 - Specification of Services
Rectification Measures	Has the meaning given in paragraph 11.2 of Section 3 Schedule 6 – Setting Up and Mobilisation
Rectification Plan	means the rectification plan submitted by the Contractor to the *Employer* in accordance with Paragraph 11 of Section 3 Schedule 6 – Setting Up and Mobilisation
Red Route Approval	The *Contractor* shall not proceed to carry out a maintenance task or elective work without specific approval from the *Employer*.
Reliability Centred Maintenance	Maintenance strategy whereby the service intervals are assessed based upon the historical failure record of the plant and equipment.
Residential Training Centre	Accommodation where occupants, students or course attendees stay overnight.
Response and Resolution Times	The times set out within the Specification of Services Schedule of an awarded Term Service Contract that the *Contractor* is required to meet in respect of the need to Attend an Affected Property and carry out a Temporary Fix and a Permanent Resolution.
Retention	Means 20% of the price payable in respect of each Implementation Milestone
Revitalising Health and Safety	Government initiative promoted through OGC intended to promote improved health and safety standards within the construction industry.
Risk Management	It is the mandated process for presenting a risk

Accreditation Document Set (RMADS)	assessment of an IT system that processes protectively marked (e.g. Protect, Restricted etc) information.
Risk Management Plan	The management of risks as identified in Section 3 Schedule 3 - Specification of Services
Routine	Any fault that is not seen as immediately detrimental and not causing significant operational problems or any Ad Hoc Service Request that is not seen as immediately detrimental and not causing significant operational problems if not attended to. Any time parameter ascribed to this category will be measured from the time of notification to the Helpdesk.
Run to Fail	Maintenance strategy whereby maintenance only takes place when a failure takes place.
Scheduled Time to Attend	Either the commencement of the Core Hours at an Affected Property or the time agreed between the *Contractor* and the *Employer* for the commencement of the Provision of Service(s) of a planned or routine nature.
Security Industry Authority (SIA)	The Security Industry Authority (SIA) is the organisation responsible for regulating the private security industry.
Security Requirements	The security requirements are as prescribed within Section 3, Schedule 4 - Security Requirements.
Service Delivery Proposals	Means the *Contractor's* proposals for the method of Providing the Services to satisfy the Specifications.
Service Failure	Means a Service failure for the purposes of assessing Key Performance Indicators and is any failure by the *Contractor* to provide the Services in accordance with the Contract and in particular Section 3 Schedule 3 - Specification of Services for which the relevant Response and Resolution Times (if applicable) have not been met.
Setting Up Operations	The planning and mobilisation of the *services* during the Setting Up Period.
Setting Up Period	A period commencing on the Contract Date and expiring

	on the date falling immediately before the first Service Commencement Date.
Significant Data Discrepancy	A variation between the Baseline Significant Data and the Actual Significant Data as described within Section 4 Schedule 1 - Price Adjustment Methodology
Specifications	Means the Specifications contained in Section 3 Schedule 3 - Specification of Services
State of Alert	The standard of security alertness determining the requirements for entry to the buildings.
Sustainable Development (SD)	The principle of undertaking operations whilst ensuring that the activities are as environmentally sustainable as possible and adopting a policy of continuous improvement to ensure that the sustainability of operations embraces new developments.
Temporary Fix	A Reactive Maintenance Task has been undertaken sufficiently to allow normal operations to continue but still requires Permanent Resolution.
Term	The period commencing from and including the Contract Date to and including the Expiry Date unless extended in accordance with the Contract or, if earlier, the date on which this Contract is terminated.
Third Party Service Providers	Other service providers as identified by the *Employer* that do not currently provide the Services under this Contract.
Title Deed(s)	Deeds or documents containing or constituting evidence of ownership of an Affected Property.
Total Annual Cost (TAC)	Is the Net Annual Cost of the Services plus the overhead cost, profit cost and any management cost.
Transition Manager	The individual employed by the *Employer* who shall have responsibility for managing the Exit and Transfer Arrangements as contained in Section 3 Schedule 8 - Exit and Transfer Arrangements
Transition Period	The period of time agreed between the Parties prior to the expiry of the Contract.
TUPE	Transfer of Undertakings, Protection of Employees.

Unscheduled Activities	Major life cycle replacements that are necessary due to failure of the existing plant.
Unscheduled Maintenance	Maintenance required due to unforeseen failures with plant or equipment.
User Acceptance Testing	The process set up by the *Contractor* with participation from the *Employer* for the development of the *Contractor's* CAFM System as referred to in Section 3, Schedule 5 – Management Information and ICT Requirements.
Value for Money	Demonstration of 'best value' by selection of the optimum combination of cost and quality.
Verification Period	The period from the Contract Date to the end of the first six (6) Months of *service* delivery.
Working Day	Any day other than: (i) a Saturday, a Sunday, Christmas Day, Good Friday or (ii) a day which is a Bank Holiday under the Banking and Financial Dealings Act 1971 in any part of the United Kingdom.
Works	Activities which are alterations, additions and life cycle replacements or repairs in excess of the individual Reactive Maintenance threshold levels as specified within the Specification of Services.

Section 3

Service Information

Schedule 2 General Requirements

1. General Requirements

This schedule should be read in conjunction with the rest of the Contract documents. For each of the *services* set out in Section 3 Schedule 3 – Outline Specification of Services the following general provisions apply:

1.1 From time to time the *Employer* may add, remove or vary each Affected Property pursuant to compensation event process pursuant to Clause 60 of the Contract.

1.2 The *services* required to be provided at each Affected Property are set out in the *service* Information within Section 4 Schedule 3 – Price List. Not all the *services* shall be required at each Affected Property (save as may be varied by the *Employer* from time to time pursuant to the Contract).

1.3 The *Contractor* shall be required to deliver the *services* as a fully managed service a single point of responsibility for each and every Affected Property. This shall apply whether the *services* are directly delivered or provided by the *Contractor's* supply chain.

1.4 The *Contractor* shall be required to deliver the *services* in a manner that enables the *Employer* to carry out its operational and business functions effectively.

1.5 The Contractor shall take particular note of and shall assist the *Employer* with utilisation of prisoner labour to help deliver the *services*. The *Contractor* shall also note within Specification 1207 within Section 3 Schedule 3 – Specification of Services, ONE3ONE Solutions and the procurement of materials and products.

1.6 The *Contractor* shall take particular note of and shall assist the *Employer* with the Business Continuity Plan for the Affected Properties.

1.7 Save where set out expressly to the contrary in the *services*, the *Contractor* shall be required to provide the *services* at the Service Level required at all times. The Service Level to be provided is described in

Section 3 Schedule 3 - Outline Specification of Services which determines the Response and Resolution Times.

1.8 The *Contractor* is reminded of the requirement to ensure that each Affected Property is operational at all times. The *Contractor* shall ensure that it delivers the *services* in such a manner as not to render an Affected Property non-operational unless there is express agreement in writing from the *Employer*. The *Contractor* shall not be liable for the availability of the Affected Property being out of operation where events are beyond the remit and/or control of the *Contractor*.

1.9 The *Contractor* shall ensure that all the execution of all *services* be arranged to ensure that the *Employer* is inconvenienced as little as possible during the execution of the *services*, by carrying out routine repairs during quiet periods or when the spaces are occasionally unoccupied.

1.10 In delivering the *services* at each Affected Property, the *Contractor* shall take particular note that the premises will be occupied at all times and the *Contractor* may be required to stand-down work operations or have access restrictions imposed at certain times. It shall be the *Contractor's* responsibility to agree a programme with the *Employer* prior to the commencement of *services*. Any such down-time or *Employer* imposed restrictions shall not absolve the *Contractor's* responsibility for *services* not undertaken.

1.11 The *Contractor* shall be deemed to have acquainted itself with all conditions likely to affect the execution of the *services* including safety and other regulations in force on each Affected Property and any requirements of the local authorities and public utilities.

1.12 The *Contractor* shall provide the *services* in accordance with Section 3 Schedule 10 – Employers Policies and Notices.

1.13 The *Contractor* shall deliver the *services* in a manner that does not provoke political sensitivities.

1.14 The *Contractor* shall ensure that each Affected Property (insofar as is reasonably practicable within the scope of the *services* provided) complies with all Government standards, policies, statutory obligations and health and safety implications and shall co-operate with the *Employer* and other relevant third parties in achieving these aims.

1.15 The *Contractor* shall be responsible for giving all necessary notices and for payment of all fees due to Local and/or Statutory Authorities in respect of the *services*. The *Contractor* shall be responsible for the payment of all fees payable in respect of Statutory Instruments in connection with the delivery of *services* under this Contract. For the avoidance of doubt fees payable in respect of Local and/or Statutory Authorities, and Statutory Instruments current at the Contract Date shall be included within the Prices including changes in duties, taxation, tariffs, etc in respect of current legislation for the duration of the Term. Imposed fees, duties, taxation, tariffs, etc in respect of a new Statutory Instrument or as a result of an Amendment to a current Statutory Instrument shall be addressed under Secondary Option Clause X2: Changes in the Law.

1.16 Save where set out expressly to the contrary in the *services*, the *Contractor* shall be required to provide the *services* in accordance with the Prices as set out in Section 4 Schedule 3 – Price List and shall not be entitled to any other payment in respect of the *services*.

1.17 The *Employer's* existing Asset Data has been made available to the *Contractor* in the Contract schedules and Data Pack. The *Contractor* acknowledges that it is aware of the extent of this Data and that it shall have no recourse to the *Employer* for any inaccuracy or omissions in relation to such Data save as provided for in Section 4 Schedule 1 - Price Adjustment Methodology.

1.18 For the avoidance of doubt, all monetary values, quotations etc. are exclusive of VAT.

1.19 The *Contractor* shall be responsible for the management and upkeep of all records and building databases, including but not limited to Operating

Manuals, CDM files, Asbestos Register, water logs, energy logs and fire alarms.

1.20 In delivering *services* at Affected Properties the *Contractor* shall ensure that operatives are provided with and wear at all times an approved form of uniform appropriate for the tasks to be undertaken (personal protective equipment where necessary) and the environmental conditions that will be encountered. The uniform is to be labelled with the *Contractors* details and all operative are to display photo identification at all times.

2. Delivery of the *services*

2.1 The *Contractor* shall ensure that care is taken when providing the *services* so as not to invalidate warranties, guarantees, etc. Where any installations on an Affected Property are still under warranty, the *Contractor's* liability shall be limited to appropriate maintenance in accordance with the manufacturer's / installer's warranty requirements and for fair wear and tear and accidental damage. The approval of the *Employer* shall be obtained prior to undertaking *services* outside this remit as no payment will be made for repairs which are claimable under existing warranties where details of such warranties were reasonably available to the *Contractor* prior to the *Contractor* undertaking such a repair. However, in Emergency circumstances and when the *Employer* is not contactable, minimum corrective work necessary to keep plant and equipment operational should be undertaken by the *Contractor*. The *Contractor* shall notify the *Employer* as soon as possible and by no later than the next Working Day of any such *services* provided. At the end of the warranty period, the *Contractor* shall be responsible for the operation of Assets in line with the applicable specification.

2.2 The *Contractor* shall take all necessary precautions to support, maintain and protect any existing pipes, ducts, drains, sewers, overhead or buried cables etc. during the execution of the *service*, to the satisfaction of the *Employer*. The *Contractor* shall immediately notify the *Employer* of any damage caused to any *services*, cables and other similar equipment.

2.3 All *services* undertaken under this Contract either as a Planned Preventative Maintenance, Reactive Maintenance and/or Project Works, must comply and be undertaken in full accordance with the Building Act 1994 and the Building Regulations 2000 (latest edition) and all subsequent revisions and amendments, subject to the exemption of certain buildings as laid down in the Building Regulations. Where such work tasks require notification via either a full plans application or a building notice application, the *Contractor* must advise and give adequate notice to the *Employer*. The cost of any such building notices / applications to either the Local Authority or approved inspector will be borne by the *Employer*.

2.4 The *Contractor* shall provide all scaffolding, access equipment, plant and temporary screens or necessary protection for the execution of the Service as agreed at each Affected Property. Scaffolding shall comply with BS 5973 and BS 5974 or equivalent under the provisions of which metal scaffolding shall comply with BS 1139 or equivalent and timber scaffold boards shall conform to BS 2482 or equivalent. External scaffolding must not compromise the integrity of the building. The *Contractor* shall supply and use temporary screens or protection necessary in order to minimise any inconvenience to the users of the building during the *services* and comply in full with the requirements of the Health and Safety at Work Act. The *Employer* may request that the scaffolding remains in place for the use of Third Party Service Providers. The *Contractor* shall make arrangements for the scaffolding contract / hire agreement (including all liabilities associated with the scaffolding contract / hire agreement) to be transferred to the Third Party Service Provider. Authorisation of the use of all scaffolding and access equipment shall be given by the *Employer* or as described in the Local Security Strategy (LSS), before it can be erected and used. The *Contractor* and the *Employer* must take into account any special risks imposed by the nature of the environment that the *Contractor* and other staff will be working in.

2.5 All materials shall be of the highest quality consistent with the character of the *services* and standards of each Affected Property and shall confirm with the *Employer's* sustainability policy. Where possible they should be

from the same manufacturer as existing equipment and as a minimum the same standard. Should the *Contractor* use branded materials or proprietary articles and systems then the manufacturers' printed instructions shall be obtained and it shall take strict precautions to ensure that their recommendations are followed. Copies of such information shall be issued to the *Employer* and placed in the Operating Manuals.

2.6 Materials specified to confirm to British Standards and / or European Standards must be clearly and indelibly marked with the references specified. Where this is impractical the relevant advice / delivery notes must include the British Standards and / or European Standard reference with which the materials are to comply. Certificates of compliance with British Standards and / or European Standards shall be provided by the *Contractor* when required by the *Employer*. When requested by the *Employer*, the *Contractor* shall provide samples of materials and/or workmanship for approval. Approved samples shall be retained at each Affected Property for comparison.

2.7 All Project Works shall be subject to a twelve month defects liability period from the certified date of completion of the Project Work. When making replacements the *Contractor* shall consult the *Employer* to ascertain any *Employer's* conditions which may apply to the particular Affected Property. Except where otherwise stated or contradicted, workmanship shall comply with British Standards and / or European Standard codes of practice where applicable or not specifically referred to hereafter. Workmanship shall be of the highest standard throughout, commensurate with the nature of the *services*.

2.8 The *Contractor* shall make good all damage consequent upon the *services*. The *Contractor* shall remove all temporary markings, coverings and protective wrapping arising from the *services* unless otherwise instructed. The *Contractor* shall clean work areas thoroughly inside and out and remove all splashes, deposits, efflorescence, rubbish and surplus materials consequent upon the execution of the *services*.

2.9 In delivering *services* to the Affected Property the *Contractor* shall comply with Prison Service Orders (PSO) and Prison Service Instructions (PSI). In the event that a PSO or PSI does not meet current Best Practice, statutory legislation, etc., the *Contractor* shall deliver a service commensurate with the higher / more onerous standard. The *Contractor* shall include the higher / more onerous standard within the Prices as set out in Section 4 Schedule 3 – Price List, and shall not be entitled to any payment in respect of the *services* in the event that a PSO or PSI is updated to meet current (at the time the Contract is executed) Best Practice, statutory legislation, etc.

2.10 In providing the *services* the *Contractor* shall be required to comply with the Permit to Work System and associated permit to access systems.

2.11 The *Contractor* shall ensure that *services* carried out in the Listed Buildings occupied by the *Employer* shall be carried out in accordance with the guidance from English Heritage, Cadw, and the *Employer's* specialist conservation *Contractor*. The *Contractor* shall also ensure that the *Employer* is consulted to check compliance with all existing policies and procedures in carrying out the *services* before proceeding.

2.12 The *Contractor* shall be required, where any protectively marked information is held in the *Contractor's* premises in order to perform the *services* under the Contract, to ensure that this information is physically protected and managed in accordance with the *Employer's* policy for the protection of protectively marked information. The *Employer* reserves the right to inspect the *Contractor's* premises at any time and without notice to ensure that this requirement is complied with.

2.13 The *Contractor* shall be required to regularly update plans, drawings and technical information following completion of works whether as a result of the *services* or as a result of Works projects. "4 Projects" shall be adopted by the *Contractor* as the approved mechanism for undertaking this process.

3 Damage to the Affected Property and Re-Instatement

3.1 Without prejudice to its obligations to provide the *services*, the *Contractor* shall be responsible for all damage caused by the *Contractor* or *Contractor* Personnel to each Affected Property. The *Contractor* shall not be entitled to any payment in respect of such damage.

3.2 Without prejudice to the *Contractor's* other obligations in this Contract following the occurrence of any such damage (as provided for in Clause 5.1), the *Contractor* shall, if required by the *Employer*, re-instate the Affected Property to the condition prior to the damage occurring or replace the *Employer's* Affected Property.

4 Inspection of Each Affected Property and Nature of Services

4.1 The *Contractor* shall be deemed to have gathered all information necessary to perform the *services* including:

4.1.1 The means of access to each Affected Property (and any restrictions relating to access or delivery);

4.1.2 The suitability of each Affected Property to permit the *Contractor* to carry out the *services* in accordance with this Contract

4.1.3 The Equipment necessary for the performance of the *services*; and

4.1.4 Other reasonable and relevant information.

4.2 Subject to Clause 4.5, the *Employer* does not give any warranty or undertaking as to the relevance, completeness, accuracy or fitness for any purpose of any of the Disclosed Data.

4.3 Subject to Clause 4.5, neither the *Employer* nor any of the *Employer* staff shall be liable to the *Contractor* in contract, tort (including negligence or breach of statutory duty), statute or otherwise as a result of:

4.3.1 Any inaccuracy, omission, unfitness for any purpose or inadequacy of any kind whatsoever in the Disclosed Data; or

4.3.2 Any failure to make available to the *Contractor* any materials, documents, drawings, plans or other information relating to the *services* at the Affected Property.

4.4 Subject to Clause 4.5 the *Contractor* shall not in any way be relieved from any obligation under this Contract nor shall it be entitled to claim against the *Employer* on grounds that any information, whether obtained from the *Employer* or otherwise (including information made available by the *Employer*), is incorrect or insufficient and shall make its own enquiries as to the accuracy and adequacy of that information.

4.5 Nothing in this Clause 4 shall exclude any liability which the *Employer* or any of the *Employer's staff* would otherwise have to the *Contractor* in respect of any statements made fraudulently prior to the date of this Contract and nothing in this Clause 4 prevents a price adjustment to the Price List within Section 4 Schedule 3 – Price List where there has been a Significant Data Discrepancy in accordance with the provisions of the Price Adjustment Mechanism included in Section 4 Schedule 1 - Price Adjustment Methodology.

5 *Employer's* Property

5.1 All the *Employer's* Affected Property shall remain the property of the *Employer* and shall not be used by the *Contractor* in the performance of the *services* other than as agreed in writing with the *Employer.*

5.2 Where any other *Employer's* property is used by the *Contractor* the *Employer* shall be entitled to make a charge for its use.

5.3 The *Contractor* shall take proper care of the *Employer's* property and shall ensure that no *Employer's* property is lost or damaged, whilst under the control of the *Contractor* at the end of the Contract the property will be returned in a condition equal to or better than when it was transferred over.

5.4 The *Contractor* shall be liable for any loss or damage to the *Employer's* property caused by the *Contractor* or the *Contractor* Personnel or a Sub-Contractor.

6 Project Works by other Contractors

6.1 The Contractor shall provide advice and assistance to include, but not limited to:

6.1.1 Early advice at a strategic phase to provide costs and advice on FM related issues, ease of maintenance etc.

6.1.2 Input into the design process, providing advice on the choice of materials, to facilitate future maintenance.

6.1.13 Ease of access to plant rooms and other related issues

6.1.4 Life cycle and whole life costings

6.2 Early involvement of the *Contractor* will facilitate familiarisation with the Project Works and any impact on the *services*. The *Contractor* shall be involved in the handover process and shall offer comment on the Operating Manuals and other documentation in accordance with the Government soft landings approach.

6.3 The *Contractor* shall agree a programme of any defect rectification with the third party Contractor

6.4 The *Contractor* shall take note of any warranties and will ensure that no *services* are undertaken which are likely to invalidate them.

7 Contractors Equipment

7.1 Where Equipment is brought onto the Affected Property the *Contractor* shall comply with the *Employer's* security, security clearance and access to each Affected Property requirements and/or access restrictions applied by the *Employer* in relation to such Equipment.

10.2 The *Contractor* shall be responsible for the safety of the Equipment it provides and shall maintain all items of Equipment in good and serviceable condition and carry out regular safety checks.

10.3 The *Contractor* shall be responsible for all necessary repairs to and replacement and insurance costs of the Equipment.