



**CONTRACT BETWEEN SCOTTISH MINISTERS**

**AND**

**GEOAMEY PECS LTD**

**FOR THE**

**SCOTTISH COURT CUSTODY AND PRISONER ESCORT SERVICE**

**(SCCPES)**

**REFERENCE: 01500**

**MARCH 2018**



*Official*

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## FORM OF CONTRACT

### CONTRACT No. 01500

This Contract is entered in to between:

**The Scottish Ministers, referred to in the Scotland Act 1998, represented by the Scottish Prison Service at the:**

**Scottish Prison Service**

Calton House  
5 Redheughs Rigg  
Edinburgh  
EH12 9HW  
(hereinafter called the “Purchaser”) OF THE FIRST PART

And

**GEOAmey PECS Ltd (07556404)**

The Sherard Building,  
Edmund Halley Road  
Oxford  
OX4 4DQ  
(hereinafter called the “Service Provider”) OF THE SECOND PART

The Purchaser hereby appoints the Service Provider and the Service Provider hereby agrees to provide for the Purchaser, the Services (as hereinafter defined) on the Conditions of Contract set out in this Contract. The Purchaser agrees to pay to the Service Provider the relevant sums specified in Schedule C and due in terms of the Contract, in consideration of the due and proper performance by the Service Provider of its obligations under the Contract. The Service Provider agrees to look only to the Purchaser for the due performance of the Contract and the Purchaser will be entitled to enforce this Contract on behalf of the Scottish Ministers.

The Contract shall consist of this Form of Contract and the following documents attached hereto which shall be deemed to form and to be read and to be construed as part of the Contract. In the event of conflicts between the documents forming the Contract, the documents shall take precedence in the order listed:

- Form of Contract;
- Schedule A: Conditions of Contract;
- Schedule B: Specification;
- Schedule C: Pricing Document;
- Schedule D: Performance Measures;
- Schedule E: List of Premises; and
- Schedule F: Service Provider’s Proposal.

In the event of any ambiguity, discrepancy or conflict within the Contract that remains after the documents have been taken in order of the above precedence, then such ambiguity, discrepancy or conflict shall be referred to the Purchaser for resolution.

The Contract shall constitute the entire agreement between the parties as to the Services to be provided in accordance with the Contract and shall supersede and take the place of all documents, minutes of meetings, letters or notes, which may be in existence at the date hereof and all statements, representations and warranties which may have been made by or on behalf of the parties hereto. The Service Provider recognises and agrees that notwithstanding the foregoing

nothing in this Contract shall be construed as affecting any liability in law upon the Service Provider for any misrepresentation made to the Purchaser, which may have induced the Purchaser to award and enter into this Contract.

The contractual representative acting for the Scottish Ministers on all matters in relation to the Contract shall be the nominated representative, which shall be provided in writing, from the Procurement Policy & Services Department based at Scottish Prison Service Headquarters, Calton House, 5 Redheughs Rigg, Edinburgh, EH12 9HW, who shall be the Service Provider’s principal point of contact on matters pertaining to the Contract. The Contract may only be amended by a clear statement in writing signed by a duly authorised representative of each of the parties hereto.

IN WITNESS WHEREOF these presents typewritten on this and the preceding page together with Schedules A, B, C, D, E, and F annexed hereto are executed as follows:

**At .....**

**On..... Of ..... 2018**

**SIGNED** for and on behalf of **The Scottish Ministers**

By: \_\_\_\_\_

Witness: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**At .....**

**On..... Of ..... 2018**

**SIGNED** for and on behalf of **GeoAmey PECS Ltd**

By: \_\_\_\_\_

Witness: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

This is Schedule A referred to in the foregoing Contract number 01500 between the Scottish Ministers and GeoAmey PECS Ltd

## **SCHEDULE A**

This Schedule A consists of the following:

- Part 1 of Schedule A - Conditions of Contract
- Part 2 of Schedule A - Data Processing Agreement

This is Part 1 of Schedule A referred to in the foregoing Contract number 01500 between the Scottish Ministers and GeoAmey PECS Ltd

## **PART 1 OF SCHEDULE A**

### **CONDITIONS OF CONTRACT**

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## 1. DEFINITIONS

In these Conditions of Contract unless the context otherwise requires the following terms shall have the meanings given to them below:

- “Abscond” means an incident where a Prisoner of low supervision located in open conditions or a national top-end facility being escorted by the Service Provider becomes Unlawfully at Large;
- “Applicable Staff” means any Staff who upon termination of the Contract pursuant to Clause 50.3:
  - a) are not Transferring Employees and are dismissed or given notice of dismissal by the Service Provider within 40 days of the date of termination, or such longer period required by law, their employment contract or an applicable collective agreement; and
  - b) have not resigned or given notice of resignation prior to the date of their dismissal by the Service Provider.

and the Service Provider can demonstrate to the satisfaction of the Purchaser:

- a) are surplus to the Service Provider’s requirements after the date of termination notwithstanding its obligation to provide services to its other customers;
  - b) are genuinely being dismissed for reasons of redundancy; and
  - c) have been selected for redundancy by the Service Provider on objective grounds rather than the fact that the Service Provider is entitled to reimbursement under Clause 50 of the Contract.
- “Arrive” or “Arrival” means that the Prisoner is recorded at the bar within court cells or equivalent (all administrative and security procedures relating to arrival and welfare having been completed) and is ready and available to be taken to a courtroom, or is ready for a visit, or is in the Prison reception area ready for transfer to the Purchaser’s staff or, in the case of Other Services is at the prescribed location in sufficient time to attend the appointment/participate in the scheduled event;
  - “Assets” means the Service Provider’s operational premises, vehicles, communications and security equipment, clothing or equipment for Staff, IT systems & software (including developed IT systems & software, operating systems and the data therein which relates to the Services) and other physical resources, material or supplies required by the Service Provider (whether the property of, or leased or rented to the Service Provider, or subject to finance agreements with third parties) to enable it to fully perform the Services in this Contract;
  - “Audit Period” is 5 years;
  - “Background Intellectual Property Rights” means:
    - a) any Intellectual Property Rights, other than Foreground Intellectual Property Rights, owned by or licenced to the Service Provider before the Commencement Date; and/or
    - b) Intellectual Property Rights created by or licenced to the Service Provider independently of this Contract; which in each case is or will be used before or during the Contract Term for designing, testing, implementing or providing the Services.
  - “Baseline Personnel Security Standard” means the current ‘HMG Baseline Personnel Security Standard’ as developed and issued by HM Government which sets out the requirements for the pre-employment screening and background checks for individuals proposed for work under government contracts;
  - “Baseline Routes Level” means the number of routes set as the current baseline, as defined in 3.14 & 3.15 of Schedule C, and is used to identify the trigger for a variation to the contract based on changing route volumes;
  - “Break Costs” has the meaning given in Clause 50 of Schedule A;

- “Change in Law” means the coming into effect after the date of this Contract of:
    - a) Legislation, other than any Legislation which on the date of this Contract has been published:
      - i. In a draft Bill as part of a Government Departmental Consultation Paper;
      - ii. In a Bill;
      - iii. In a draft statutory instrument; or
      - iv. As a proposal in the Official Journal of the European Union.
    - b) Any applicable guidance or directions with which the Service Provider is bound to comply; or
    - c) Any applicable judgment of a relevant court of law which establishes or changes a binding precedent.
  - “Commencement Date” means 26<sup>th</sup> March 2018;
  - “Community Access” means where a prisoner has been temporarily released from prison as per Rules 134 through 138 of the Prison Rules 2011;
  - “Comparator Routes Level” means the number of routes in the last full calendar year, as defined in 3.15 of Schedule C, and is used to identify the trigger for a variation to the contract based on changing route volumes;
  - “Contract” means the Contract between the Purchaser and the Service Provider consisting of these terms and conditions and Schedules B to F and any other documents (or parts thereof) specified as forming part of the Contract;
  - “Contract Term” means the period from the Go Live Date until the Expiry Date or such longer period where the Contract is extended in accordance with Clause 3;
  - “Contract Year” means the 12-month period following the Commencement Date and each succeeding 12-month period;
  - “Controller” shall have the meaning outlined in the General Data Protection Regulation;
  - “Confidential Information” means all information relating to or gained in the provision of the Services which the Purchaser considers to be of a confidential nature and includes, but is not limited to:
    - a) Police Scotland, court, Prison or medical documentation records of each Prisoner (from which an individual can be identified) in whatever form or media these are held;
    - b) Documents or information which are protectively marked, with a descriptor of the nature of the sensitivity and limits of access, in accordance with the Government Protective Marking Scheme (GPMS);
    - c) Information relating to Service Provider, Purchaser or Criminal Justice Partner’s security procedures and systems within the Premises or vehicles; and
    - d) Information relating to vehicle routing or dates/times of specific Prisoner transfers.
- but does not include information which:
- i. Is or becomes publicly available other than as a result of breach of this Contract; or
  - ii. Becomes lawfully available to the Service Provider from a third party who has obtained it free from any confidentiality restriction provided that, if any portion of such information is not Confidential Information, the remainder of the Confidential Information shall continue to be subject to the confidentiality requirements of this Contract.

- “Court Cells Operation Price” means the price payable for the operation of court cells, as defined in Schedule C Table 2;
- “Court Rooms with Dock Staffing” means the price payable for the operation of court docks, as defined in Schedule C Table 2;
- “Court Escorts” means the escorts specified in Schedule B, including Sections B and C, which reflects the movement of Prisoners to and from the Premises (Schedule E) and Prisoner custody and care whilst at court and in transit;
- “Court Services” means the Services specified in Schedule B including Sections B and C which reflects the movement of Prisoners to and from the Premises (Schedule E) and Prisoner custody and care whilst at court and in transit;
- “Court Staff” means the Staff engaged in providing the Services within court premises;
- “Criminal Justice Partners” or “Partners” means the organisations and the representatives of those organisations whose Premises are listed in Schedule E where elements of the Services are to be provided or undertaken. These are the Scottish Prison Service, Police Scotland, Scottish Courts and Tribunals Service and the Crown Office and Procurator Fiscal Service;
- “Crown” means the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales) including, but not limited to, government ministers, government departments, and government agencies;
- “Data Protection Legislation” means all applicable: (i) data protection law and regulation, including Regulation (EU) 2016/679 (the “General Data Protection Regulation”) and the DPA; and (ii) any guides and/or codes of practice issued from time to time in respect of (i) by the Information Commissioner and/or the European Data Protection Board;
- “Data Subject” shall have the meaning outlined in the General Data Protection Regulation;
- “Default” means:
  - a) Any breach, failure to perform, or the negligent performance of, any of the obligations of the Service Provider under this Contract (including, but not limited to, any material breach of this Contract or breach of a material term of this Contract and to any breach of any undertaking or warranty given under or in terms of this Contract) which in the opinion of the Purchaser materially and adversely effects the performance of the Services; or
  - b) Any material breach of any Legislation by the Service Provider relating to this Contract; or
  - c) Any material negligence or material negligent or fraudulent mis-statement by the Service Provider relating to this Contract; or
  - d) Any consistent or recurring failure by the Service Provider to meet the Service Levels detailed in the Contract which in the opinion of the Purchaser materially and adversely effects the performance of the Services.
- “Default Notice” means any notice served by the Purchaser in the circumstances specified in Schedule A, Clause 33.2;
- “Discriminatory Change in Law” means a Change in Law the terms of which apply expressly to (a) the Services and not other similar services in Scotland or (b) the Service Provider and not any other providers of similar services anywhere in the United Kingdom;
- “Direct Monetary Service Credits” shall have the meaning specified in Schedule D;



- "Disclosure Level" means the criminal record and background vetting of individuals through Disclosure Scotland at Enhanced level (including verification of any Summary Justice Direct Measures) for PCOs and healthcare professionals, and Standard level for non-operational Staff who will not interact with Prisoners or have access to Confidential Information, or the equivalent Disclosure Levels under the Disclosure Scotland Protecting Vulnerable Groups (PVG) Scheme or other such revisions to the vetting standards;
- "Disclosure Scotland" means the body through which Staff are vetted. Disclosure Scotland shall be deemed to include any successor to such body or any other person, firm, governmental department, body, agency, institution, Purchaser or corporate body from time to time having jurisdiction in relation to the criminal record and background vetting of individuals as notified by the Purchaser in relation to security matters at the Premises;
- "Dispute Resolution Period" is 14 days;
- "Dock Officer" means a member of Staff responsible for the care and custody of Prisoner(s) in the court dock and courtroom;
- "DPA" means the Data Protection Act 1998;
- "Early Break Costs" has the meaning given to it in Part 3 of Schedule C;
- "Employee" means those employees whose contracts of employment transfer to the Service Provider as at the Go Live Date by operation of the Transfer Regulations;
- "Escape" means an incident, other than an Abscond, where a Prisoner in the custody and care of the Service Provider intentionally removes themselves from the lawful custody of the Service Provider without authority. This includes where a Prisoner:
  - a) Exits Secure Premises without authority;
  - b) Evades the escort provided by the Service Provider within non-Secure Premises and exits the premises or is out of sight of Staff; or
  - c) While outwith premises, evades the escort provided by the Service Provider and is out of sight of Staff.
- "Escort Monitor" means the person or persons appointed by the Purchaser to monitor and oversee the Service Provider's operational performance, attainment and compliance with the various requirements of the Contract;
- "Excusable Failure" means an incidence of failure on the part of the Service Provider to perform any element or part of the Services in accordance with the Contract where the failure is, in the sole and reasonable opinion of the Purchaser wholly or mainly attributable to some event or series of related events which are outside of the reasonable control of the Service Provider and/or are wholly exceptional or catastrophic which would affect all providers of services similar to the Services in the geographical area in which the failure arose, or accepted by the Purchaser as a situation covered by agreed mitigation. The limit of time of the effect of such failure is at the sole and reasonable discretion of the Purchaser;
- "Exit Management" means the obligations and rights of the Purchaser and the Service Provider to ensure a smooth transition of the Contract from the Service Provider to the Purchaser or any replacement service provider as set out in Clause 51 (Exit Plan);
- "Exit Management Date" means each of the following:
  - a) the date of a Termination Notice; and
  - b) if no Termination Notice has been served in relation to this Contract the expiry of the Initial Term or expiry of any extension of the Contract as agreed in writing.

- “Exit Plan” means the exit management plan developed by the Service Provider and approved by the Purchaser in accordance with Clause 51 (Exit Plan);
- “Existing Service Provider” means any third party providing the Services (or materially the same Services, in whole or part) to the Purchaser immediately prior to the commencement of the Contract;
- “Expiry Date” means 23:59 hours on 22<sup>nd</sup> January 2027 or such other date to which the Contract is extended in accordance with Clause 3;
- “Extension Notice” means a written request from the Purchaser requesting a proposed period of extension to the Expiry Date stating the proposed period of the extension and any revisions to the Services in accordance with Clause 3;
- “Extension Period” is up to four (4) years from the Expiry Date in periods as determined by the Purchaser;
- “Extension Proposal” means the written proposal prepared by the Service Provider in response to the Purchaser request for an extension, under Clause 3. It shall set out proposed variations to the Prices and any other Contract terms which the Service Provider deems appropriate;
- “Force Majeure” means war, civil war, armed conflict or terrorist attack arising within and affecting Scotland, or nuclear, chemical or biological contamination affecting the Premises or the Service Provider’s Assets arising from such war, civil war, armed conflict, terrorist attack or other causes;
- “Foreground Intellectual Property Rights” means any Intellectual Property Rights generated by, or on behalf of or licensed to, the Service Provider in the course of performing any of its obligations under this Contract;
- “General Change in the Law” means a Change in Law which is not a Discriminatory Change in Law or a Specific Change in Law;
- “Go Live Date” means 00:01 hours on 26<sup>th</sup> January 2019. The Go Live Date is the date when full delivery of all Services detailed in the Contract are scheduled to commence. For the avoidance of doubt, the Go Live Date may only be varied by formal amendment in accordance with Clause 13;
- “Governor” means the Governor(s) or the private sector Director (or their nominated on-duty deputy) of any Scottish Prison or Young Offenders Institution (YOI);
- “Hospital Escort and Bedwatch Activity” means the hospital supervision and confinement activities for in-patient care (including maternity or where a Prisoner is admitted (confined) to hospital either for a scheduled in-patient procedure or following an emergency) as specified in Schedule B, paragraph D11;
- “Implementation Programme” means the Service Provider’s programme detailing the key tasks and activities, activity dates and activity milestones which will be undertaken to enable implementation of the Services detailed in this Contract across all Premises on the Go Live Date;
- “Improvement Notice” means any notice served by the Purchaser in the circumstances specified in Schedule A, Clause 33.1;
- “Intellectual Property Rights” or “IPR” means patents, inventions, trademarks, service marks, logos, design rights (whether registerable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off;
- “Lead in Period” means the period between the Contract Commencement Date and the Go Live Date;

- “Leasing Company” means any company which has entered into vehicle or premises leases with the Service Provider;
- “Legalised Police Cells” means any police cells or other premises in Scotland in accordance with Section 14 of the Prisons (Scotland ) Act 1989 as being a legal Prison for the detention of Prisoners before, during or after trial for any period not exceeding 30 days;
- “Legislation” means:
  - a) Any Act of Parliament (including the Scottish Parliament);
  - b) Subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978;
  - c) Any exercise of the Royal Prerogative; and
  - d) Any enforceable community right within the meaning of Section 2 of the European Communities Act 1972, in each case in the United Kingdom.
- “Liquidated Damages” shall be calculated on the basis of the additional costs which would be directly incurred by the Purchaser as a result of servicing or maintaining the Services for each day from the Go Live Date until the Service Provider commences full responsibility for the Services (whether the existing service arrangement is maintained or otherwise) plus any additional Purchaser or Criminal Justice Partner costs incurred to provide or secure contingent services;
- “Lock Indemnity Amount” is £150,000 or such higher sum as is reflected in the Service Provider’s insurance;
- “Mandatory Notice of Change” has the meaning given in Clause 13.9 of Schedule A;
- “Medical Malpractice Amount” is £5,000,000;
- “Monthly Fee” means the set price payable each month, as defined at Schedule C Pricing Table 4;
- “MOU” means any Memorandum of Understanding between the Purchaser and/or the Service Provider and any other Criminal Justice Partner which outlines a basis of agreement to underpin elements of the Services provided by the Service Provider;
- “Other Services” means the Services specified in Schedule B, Section D which collectively reflect a series of Prisoner Movement, custody and care activities comprising Other Prisoner Escorts and Hospital Escort and Bedwatch Activity to and from designated Premises or approved locations;
- “Operational Instruction” or “Operational Instructions” means the formal record(s) of Service Provider Procedures and actions to be followed and resources available to Staff to complete a particular activity or task with the aim of maintaining consistency of application and standards across that business activity or process;
- “Other Escorts” means the escort activity detailed in Schedule B, Section D1 to D16;
- “Outcome Service Levels” means the group of Performance Measures defined in Table 1 of Schedule D;
- “Party” means the organisations detailed in Part 6 of Schedule B;
- “PER” means the Prisoner Escort Record as specified in Schedule B, paragraph E15;
- “Performance Indicators” means the Performance Measures defined in Table 3 of Schedule D;
- “Performance Measures” means the performance levels to be met by the Service Provider in performing any of the Services as specified in this Contract;
- “Personal Data” shall have the meaning outlined in the General Data Protection Regulation;

- “Personal Data Breach” shall have the meaning outlined in the General Data Protection Regulation;
- “PF” means a Regional Procurator Fiscal or a Procurator Fiscal Depute or staff members of the office of the Crown Office and Procurator Fiscal Service (COPFS);
- “Premises” or “Establishment” means the police custody unit(s) (PCU), court or courts, prison or prisons or young offenders' institution (YOI) or institutions, hospital or hospitals or locations where the Services are to be performed, as detailed in Schedule E and Schedule B, paragraph D8 or such other premises as the Service Provider may require to enter to perform and undertake the Services;
- “Price” or “Prices” means the prices payable in respect of the performance of the Services calculated in accordance with the provisions of Schedule C (as may be varied in terms of this Contract from time to time);
- “Prison” means any prison, women’s community custody unit, young offenders institution or place of detention where the Services are to be performed;
- “Prisoner” means any person, prisoner, young offender, person on remand or person authorised to be detained in a place of lawful custody within any of the Premises who is in legal custody or deemed to be so under Section 295 of the Criminal Procedure (Scotland) Act 1995;
- “Prisoner Custody Officer” or "PCO" means the Staff duly certified to undertake the role of Prisoner Custody Officer in Scotland in accordance with The Criminal Justice and Public Order (CJ & PO) Act 1994 or amendments thereof. The ‘fit and proper person’ test in Schedule 6 of the Act “Certification of Prisoner Custody Officers: Scotland”, will apply to individuals proposed by the Service Provider as Prisoner Custody Officers including any supervisory or management Staff who will have regular and direct contact with Prisoners;
- “Prisoner Movement” means the escort and movement of any Prisoner from one location or Premises, to another. For the avoidance of doubt, a single Prisoner Movement shall be recorded where each of the following escort movements are performed:
  - A Prisoner has been moved from Prison to court and back to Prison on the same day; or
  - a) A custody/Prisoner has been moved from police custody unit (PCU) to court to Prison on the same day; or
  - b) A custody/Prisoner has been moved from PCU to PCU, or PCU to Prison, or PCU to court in accordance with the requirements of the relevant police transfer escort; or
  - c) A person appearing in court following bail has been remanded into custody and moved from court to Prison; or
  - d) A Prisoner is moved between courts that are not co-located Premises; or
  - e) Where, under an Other Prisoner Escort:
    - i. A Prisoner has been moved to an event/appointment and back to Prison on the same day; or
    - ii. A Prisoner has been moved to attend scheduled healthcare appointment(s) and is returned to Prison following completion of that day’s healthcare appointment(s); or
    - iii. A Prisoner has been moved from Prison into the custody/authority of another agency such as HM Prison Service or the UK Border Agency.
  - f) A Prisoner participating in Community Placements or granted Home Leave escorts has been moved to the approved drop off points, collected and returned to Prison; or
  - g) A Prisoner has been moved from one Prison to another as part of a Routine, Non-Routine or Emergency transfer of Prisoners;

but a Prisoner Movement does not include:

- i. Movement within or around Premises or co-located Premises (such as Glasgow Sheriff and Justice of the Peace Courts); or
  - ii. Movement within or around hospital Premises (such as where a Prisoner is attending more than one healthcare appointment on the same day); or
  - iii. Hospital Escort and Bedwatch Activity (Schedule B, paragraph D11).
- “Processing” shall have the meaning outlined in the General Data Protection Regulation;
  - “Processor” shall have the meaning outlined in the General Data Protection Regulation;
  - “Public Liability Amount” is £25,000,000;
  - “Purchaser” means the Scottish Ministers acting through the Scottish Prison Service;
  - “Purchaser’s Contract Manager” means the person or persons appointed by the Purchaser to perform a contract management or monitoring role and to regularly liaise with the Service Provider in terms of ensuring compliance with the various requirements of the Contract;
  - “Purchaser Failure” means an incidence of failure on the part of the Service Provider to perform any element or part of the Services in accordance with the Contract and which is wholly or mainly attributable to some failure on the part of the Purchaser or Criminal Justice Partners to discharge some duty or responsibility which is within their control and which is not a duty or responsibility of the Service Provider under this Contract;
  - “Purchaser Property” means any property issued, hired or made available to the Service Provider by the Purchaser or a Criminal Justice Partner in connection with the Contract;
  - “Redundancy Costs” means the total sum of any of the following sums paid to Applicable Staff, each amount apportioned between the Purchaser and the Service Provider based on the time spent by such employee on the Services as a proportion of the total Service Duration:
    - a) any statutory redundancy payment; and
    - b) in respect of an employee who was a Transferred Employee, any contractual redundancy payment (or where such a contractual benefit on redundancy is a benefit payable from a pension scheme, the increase in cost to the Service Provider as a net present value compared to the benefit payable on termination of employment without redundancy), provided that such employee was entitled to such contractual redundancy payment immediately prior to his or her transfer to the Service Provider under TUPE.
  - “Relevant Transfer Date” has the meaning given in Clause 36.8.2 of Schedule A;
  - “SCCPES” means the Scottish Court Custody and Prisoner Escort Service specified in this Contract;
  - “SCTS” means the Scottish Courts and Tribunals Service;
  - “Secure Premises” means a vehicle, building, or part of a building where the Service Provider, at the time of an incident, solely controls all access and egress points and is, as a result, solely responsible for any movement into and from that area;
  - “Services” means the services as specified in Schedule B (including the Performance Measures detailed in Schedule D) to this Contract to be provided by the Service Provider to the Purchaser, any of the Criminal Justice Partners and any other named Party (as listed in Part 6 of Schedule B) that can have access to the Services under this Contract;
  - “Service Credit” means the service credits (including any Direct Monetary Service Credits) specified in Schedule D of this Contract;

- “Service Duration” means the period of time which a member of Staff has been employed by the Service Provider;
- “Service Levels” means the service levels as specified in Table 2 of Schedule D to this Contract;
- “Service Provider” means GEOAmey PECS Ltd (07556404);
- “Service Provider’s Contract Manager” means the person or persons appointed by the Service Provider to monitor and oversee the Service Provider’s operational performance and to liaise with the Purchaser in terms of compliance with the various requirements of the Contract;
- “Service Provider Failure” means an incidence of failure which is wholly or mainly attributable to failure on the part of the Service Provider to perform any element or part of the services in accordance with the relevant Performance Measures and which is not an Purchaser Failure or an Excusable Failure;
- “Service Provider’s Proposal” means the documents referred to in Schedule F;
- “Specific Change in Law” means any Change in Law which is specifically and directly relevant to the Services to be provided in this Contract;
- “Specification” means Schedule B to this Contract which describes the range of Services;
- “Staff” means all persons employed or engaged by the Service Provider to perform its obligations (or any part of its obligations) under the Contract together with the Service Provider’s personnel (including Prisoner Custody Officers or custody support staff or Court Staff), servants, agents, suppliers and any sub-contractors used in the direct performance of the Service Provider’s obligations under the Contract;
- “Summary Justice Direct Measure” means the Summary Justice alternatives to prosecution where an offence is addressed by the Procurator Fiscal by means of a direct measure such as the accused being given a warning by the Procurator Fiscal, a fine, compensation order, or referral to specialist support or treatment;
- “Termination Notice Period” is a minimum of 90 days;
- “Tolerance Level” means the Performance Measures with percentage tolerance levels set out in Schedule D;
- “Transferred Employee” means an employee transferred to the Service Provider in accordance with TUPE;
- “Transfer Regulations” means the Transfer of Undertakings (Protection of Employment) Regulations 2006, as amended;
- “Transferring Employee” has the meaning given in Clause 36.8 of Schedule A;
- “Treaties” has the meaning given in the European Communities Act 1972;
- “Unauthorised or Prohibited Articles” means any item(s) specified in Schedule B, paragraph E10.1.1 which should not be available to, or which has not been issued and authorised for a Prisoner to possess at that time or place by the Purchaser or the Service Provider, and articles which are prohibited within Establishments;
- “Unlawful Detention” means the detention of an individual without any statutory or common law power to do so;
- “Unlawfully at Large” means a Prisoner released by the Service Provider in error or a Prisoner who Escapes while in the custody and care of the Service Provider; and
- “Vehicle Lease” means any leasing agreement(s) between a Leasing Company as lessor and the Service Provider as lessee of a vehicle which is used by the Service Provider for the transportation of Prisoners in the provision of the Services.

## **2. INTERPRETATION**

2.1 In this Contract unless otherwise provided:

- a) Words in the singular include the plural, the masculine includes the feminine and the neuter and vice versa;
- b) References to any Act, statute, enactment, order, regulation, statutory instrument or other similar instrument shall be construed as references to the Act, statute, enactment, order, regulation, statutory instrument or other instrument as amended, replaced or re-enacted from time to time;
- c) References to Clauses shall be construed as references to Clauses in these Conditions of Contract;
- d) References to any person shall include natural persons and partnerships, firms and incorporated bodies and all other legal persons of whatever kind, and however constituted, and their successors and permitted assignees or transferees; and
- e) Headings are included in this Contract for ease of reference only and shall not affect the interpretation or construction of this Contract.

## **3. PERIOD OF CONTRACT**

3.1 The Contract will come into force on the Commencement Date and will continue until the Expiry Date unless the Contract Term is extended or terminated in accordance with this Contract. The Service Provider shall provide full delivery of all of the Services with effect from the Go Live Date.

3.2 The Contract may be extended at the discretion of the Purchaser (subject to agreement by the Purchaser and the Service Provider in accordance with Clause 3) for the Extension Period provided an Extension Notice has been served on the Service Provider no later than six (6) months prior to the Expiry Date:

3.2.1 The Purchaser will provide a written Extension Notice stating the proposed period of any extension(s) and any revisions to the Services;

3.2.2 The Service Provider shall then prepare a written proposal for the Purchaser which shall set out variations to the Prices, the Services, and any other Contract terms which the Service Provider deems necessary for the provision of the Services for the period of the extension (the "Extension Proposal");

3.2.3 Any Extension Proposal shall be provided to the Purchaser within 30 calendar days of receipt of the Extension Notice; and

3.2.4 The Purchaser and the Service Provider shall then enter into discussions in good faith in order to seek to agree any matters associated with the Extension Proposal.

3.3 Where the Purchaser and the Service Provider are able to agree the terms of an extension within 30 calendar days of the service of the Extension Proposal then such terms shall be recorded in writing and signed by authorised representatives of the Purchaser and the Service Provider. The Contract shall be varied in accordance with Clause 13 and shall continue in force until the end of the period specified in the Extension Notice (or for such other period as might have been agreed by the Purchaser and the Service Provider during their discussions).

3.4 If the Purchaser and the Service Provider are unable to agree the terms of an extension within 30 calendar days of the submission of the Extension Proposal, the Contract shall expire on the Expiry Date.

## **4. THE SERVICES**

4.1 The Service Provider shall supply the Services to the Purchaser in accordance with the Contract on time and to the satisfaction of the Purchaser in accordance with the Contract.

4.2 The parties acknowledge that the Services are time sensitive and that on-time Arrival of Prisoners for court appearances, scheduled appointments, or hospital confinements requires immediate attention and response from the Service Provider at the specific time and date. Accordingly, the remedies outlined in Clause 14 may not

meet the immediate operational requirement for Prisoner escort or supervision, and the Purchaser (or others) may be required, in exceptional circumstances, to temporarily undertake, perform or provide a specific Prisoner escort or supervision activity until Service Provider personnel are made available to undertake the activity.

Accordingly, in the event that the Service Provider notifies the Purchaser, or the Purchaser otherwise becomes aware, that the Service Provider has failed to or will be unable to execute or perform any part of the Services, strictly in accordance with the provisions of the Contract, then, notwithstanding the provisions of Clause 33 and without prejudice to any other right or remedy which the Purchaser may have, the Purchaser may forthwith and without notice to the Service Provider:

- 4.2.1 Itself carry out any part of the Services which the Service Provider has failed to or will be unable to execute or perform in accordance with the Contract, or have them carried out by other persons; or
- 4.2.2 Recover from the Service Provider the full sum of the additional costs incurred by the Purchaser (or other persons) arising out of the Service Provider's inability or failure to perform any part of the Services in accordance with the Contract. The Purchaser will take reasonable steps to mitigate the costs so incurred.
- 4.2.3 For the avoidance of doubt, the rights conferred in terms of Clauses 4.2.1 and 4.2.2 relate to situations where the Purchaser, having provided the due prior notice in the Contract for Prisoner Movement activity:
  - a) has been notified or otherwise made aware that the Service Provider has failed to or is unable to facilitate and undertake the required activity; or
  - b) the proposed performance would result in the Prisoner not being collected or arriving late; or
  - c) Service Provider Failure or Default would significantly and/or adversely affect the safety, care or welfare of Prisoners, the operations or legal obligations of the Purchaser or a Criminal Justice Partner.

## **5. MANNER OF CARRYING OUT THE SERVICES**

- 5.1 The Service Provider shall make no delivery of materials, equipment, or commence any of the Services within the Premises without obtaining the Purchaser's, or the controller of the relevant Premises, prior consent which shall not be unreasonably withheld.
- 5.2 Access to the Premises shall not be exclusive to the Service Provider but only such as shall enable it to carry out the Services concurrently with the execution of work by others. The Service Provider shall co-operate with such others as the Purchaser may reasonably require.
- 5.3 All equipment and materials brought on to the Premises by or on behalf of the Service Provider shall be at the risk of the Service Provider and the Purchaser shall have no liability for loss of or damage to any equipment or materials unless the Service Provider is able to demonstrate that such loss or damage was caused by the negligence of the Purchaser.
- 5.4 On completion of the Services the Service Provider shall, on a daily basis, remove or secure its equipment, and leave the Premises in a neat and tidy condition.
- 5.5 The Service Provider shall obtain the Purchaser's prior approval before introducing new methods or systems which materially affect, or may affect, the scope, performance or method of delivery of the Services.

## **6. SERVICE PROVIDER'S STAFF**

- 6.1 Staff shall comply with the rules, regulations, policies, procedures and requirements in force at the Premises of which the Service Provider has been notified, or should have known through signage or other publically displayed notices in the Premises, or through general practices and standards applicable to all parties working within the Premises.
- 6.2 The Service Provider warrants and represents that all Staff assigned to the performance of the Services shall possess and exercise such qualifications, skill and experience as are necessary for the proper performance of the Services.



- 6.3 The Service Provider shall ensure that it engages and employs resources which provide a qualified and experienced flexible Staff structure where PCOs can substitute for each other and consistently provide Services in accordance with the Contract. The Service Provider shall additionally ensure that it engages skilled management, supervisory and, where appropriate, non-operational or custodial support Staff to manage the Service Provider's duties and obligations under the Contract.
- 6.3.1 The Service Provider shall maintain records of the names, roles and photographic identification of its Staff and representatives who may at any time provide Services under the Contract giving such information as the Purchaser may reasonably require to maintain security within the Services.
- 6.3.2 In the event that the Staff, Assets or other resources prove insufficient in circumstances where there has been no change to the Service requirement for which a change might otherwise be requested, the Service Provider shall commit such additional resources as necessary at no additional cost to the Purchaser.
- 6.4 The Service Provider shall retain copies of the employment references, qualifications and employment eligibility, and will record the outcome of the Disclosure Scotland and other checks conducted for Staff on file, and will produce such documentary evidence as may be reasonably required by the Purchaser to confirm the completion of these checks and that the Service Provider has taken reasonable steps to establish that its Staff are fit and proper persons, qualified and fully competent to perform the relevant Services. The Purchaser will respect the confidentiality of all Personal Data provided.
- 6.5 Disclosure Scotland and Baseline Personnel Security Standard (BPSS) checks will apply to all (operational and non-operational) Staff or representatives proposed by the Service Provider to perform any roles under the Contract. The Service Provider shall be responsible for undertaking the Disclosure Scotland verifications (including any revisions to these standards arising through the Protecting Vulnerable Groups (PVG) Scheme as notified by the Purchaser), within the terms of the Disclosure Scotland policies for Registered Bodies obtaining such verifications. The Service Provider will consequently ensure that its Staff, or any representatives of the Service Provider who are proposed to carry out Services (or part thereof) under the Contract are checked against the Disclosure Scotland database prior to an offer of employment (or sub-contract) to determine whether there are any current or unspent convictions that are deemed unacceptable in terms of establishing fit and proper person status in accordance with the Contract. The Service Provider shall also be responsible for providing sufficient information to enable any BPSS checks to be completed, if required.
- 6.5.1 The Service Provider shall maintain accurate records of Disclosure Level and reports received from Disclosure Scotland.
- 6.5.2 The Service Provider shall be responsible for obtaining an updated Disclosure Scotland report for each member of Staff or any representatives of the Service Provider no less than every third anniversary of the date of each Disclosure Level or PVG check.
- 6.5.3 Notwithstanding the periodic re-verification detailed in Clause 6.5.2, the Service Provider will, where necessary, obtain an updated Disclosure Scotland report for any member of Staff who is undertaking work under the Contract where the Service Provider or Purchaser has justifiable cause or reason to believe any circumstances may have affected or invalidated either the Disclosure Scotland or 'fit and proper person' status for any individual.
- 6.5.4 The Service Provider shall bear the cost of performing and obtaining all Disclosure Scotland reports and other security approvals and background checks.
- 6.6 The Service Provider shall ensure that a copy of the Disclosure Scotland reports, evidence of the satisfactory completion of the relevant background and reference checks, the physical and medical capability assessment for each individual the Service Provider intends to employ as a PCO is submitted to the Purchaser with the Service Provider's recommendation that each individual applicant is a fit and proper person before the Service Provider employs him or her.

- 6.6.1 The Service Provider shall ensure that it obtains PCO certification for each individual proposed as a PCO in accordance with the Purchaser's procedures prior to each individual undertaking PCO duties under the Contract.
- 6.7 The Service Provider shall ensure that any event which may affect the validity of any Disclosure certification held by the persons or personnel providing services under this Contract is reported to the Purchaser immediately upon the Service Provider becoming aware of such an event. The Service Provider shall ensure that the member of Staff or person does not provide Services under the Contract until the Purchaser has provided approval.
- 6.8 If and when instructed to do so by the Purchaser, the Service Provider shall ensure that all Staff who are proposed to carry out work for the purposes of the Services meet the Baseline Personnel Security Standard at the time they carry out work. The Service Provider shall retain copies of the Baseline Personnel Security Standards on file. These shall be submitted to the Purchaser at the Purchaser's request.
- 6.9 The Purchaser reserves the right to audit the processes of the Service Provider in achieving the Baseline Personnel Security Standard either remotely or via a site visit. The Service Provider will be provided with one week's notice of any such audit.
- 6.10 The Service Provider shall ensure that each member of Staff is contractually obliged via their terms of employment or their terms of engagement to inform the Service Provider timeously of any alleged breaches of duty, criminal charge or conviction or any such other event.
- 6.10.1 Failure by any individual member of Staff to maintain fit and proper person status, to maintain PCO certification, to maintain registration with a relevant professional regulatory body or authority, or where disqualifying offences are indicated in a Disclosure Scotland report shall, as appropriate, and in accordance with this Clause, be considered as ineligibility of the individual to perform the Services or work arising out of the Contract.
- 6.11 The Service Provider shall ensure that its Staff and representatives whose duties require them to enter the Premises comply with, and wear, the Service Provider's prescribed attire/dress. The Service Provider shall implement and maintain a means of individual identification as required by the Purchaser throughout the Contract Term. Staff will ensure that personal identification is visible at all times on their person. PCO certification will be provided by the Purchaser and all other costs shall be borne by the Service Provider.
- 6.12 The Service Provider may request or propose revisions to the standard of attire/dress and means of identification during the term of the Contract however such revisions shall only be implemented following the written agreement of the Purchaser.
- 6.13 If the Purchaser gives the Service Provider notice that any person is not to be admitted or is to be removed from the Premises or is not to become involved in or is to be removed from involvement in the Services, the Service Provider shall take all reasonable steps to comply with such notice, and if required by the Purchaser the Service Provider shall replace any person removed under this Clause with another suitably qualified person and procure that any security pass issued to the person who has been removed is surrendered. The giving of such notice by the Purchaser to the Service Provider as aforesaid shall not entitle the Service Provider to suspend, terminate or withhold the performance of any of its obligations in full.
- 6.14 The decision of the Purchaser as to whether any person is to be admitted to or removed from the Premises or is not to become involved in or is to be removed from involvement in the performance of the Contract and as to whether the Service Provider has furnished the information or taken the steps required of him by this Clause shall be final and conclusive.
- 6.15 The Service Provider shall be responsible for paying its Staff and, where appropriate, for the deduction and payment of National Insurance contributions and PAYE Income Tax (as applicable).
- 6.16 The decision of the Purchaser upon any matter arising under this Clause 6 shall be final and conclusive.

## 7. SUSPENSION OF SERVICE PROVIDER STAFF

7.1 The Criminal Justice and Public Order Act 1994 provides that the Purchaser, acting on behalf of Scottish Ministers, may suspend and withdraw the certificate of any PCO who is deemed not to be a 'fit and proper person'. The Service Provider shall inform the Purchaser immediately in writing of the Service Provider becoming aware of any alleged breach of duty, any allegation of criminality or a criminal charge being made, or a new criminal conviction or a Summary Justice Direct Measure being identified to the Service Provider for any individual member of Staff and which might affect their fit and proper status or their ability to effectively perform the role of PCO, or which affects the validity of any Disclosure Scotland or BPSS reports.

7.1.1 The Service Provider shall, where the circumstances detailed in Clause 7.1 are identified, immediately suspend or remove the relevant member(s) of Staff from activity which involves direct contact with Prisoners pending the completion and determination of any investigation or review by the Service Provider. The Service Provider shall ensure that, in the above circumstances, it can also require its suppliers to immediately remove or substitute individual employee(s) from providing Services which involve direct contact with Prisoners under this Contract. Information from Disclosure Scotland reports will be provided to the Purchaser as requested to support any review of an individual's fit and proper person status.

7.1.2 The Service Provider shall notify the Purchaser of the suspension or removal of any person under Clause 7.1.1 within 24 hours of the date of suspension, and ensure that the individual does not provide Services under the Contract until the Service Provider has reviewed the circumstances, notified the Purchaser of its determination, and the Purchaser has confirmed re-approval for the individual to again perform Services under the Contract.

7.2 Where the Purchaser identifies any of the circumstances in Clause 7.1 which relate to a member of Staff or representative of the Service Provider, and the Service Provider has not provided notification under Clause 7.1.1 or 7.1.2, the Purchaser may request that an individual be removed from activity which involves direct contact with Prisoners pending the completion and determination of any investigation or review by the Service Provider and/or notify the Service Provider that a PCO certificate is to be suspended. Any notification by the Purchaser will be without prejudice to the Service Provider verifying facts, conducting an investigation, or the conclusion of any ongoing investigation of whatever nature.

7.2.1 In addition, if in the opinion of the Purchaser (acting reasonably) or the Service Provider, any member of Staff or representative of the Service Provider:

- a) Carries out an act of misconduct;
- b) Appears incapable of efficiently performing his/her duties;
- c) Causes or is involved in any incident or series of incidents which are sufficiently serious or urgent as to merit the immediate removal of the member of Staff or representative of the Service Provider; or
- d) Is determined not to be in the public, Service Provider's or the Purchaser's interest to be employed or engaged by the Service Provider for the provision of any part of the Services, then

the Service Provider shall itself suspend or remove the individual(s) from all work connected with or arising out of the Contract in any manner whatsoever (including activities which involve direct contact with Prisoners), or following a written request to do so by the Purchaser, and cause the work to be performed by such other person(s) as may be necessary.

For the avoidance of doubt, any request for suspension or removal of a member of Staff or representative of the Service Provider shall be communicated through the Escort Monitor unless, in exceptional circumstances, the Chief Constable, Governor in Charge, Director, Clerk of Court or Hospital General Manager has due cause to request the immediate removal of a member of Staff or representative of the Service Provider from the Premises.

The Service Provider will notify the Escort Monitor within 24 hours of any such occurrence to enable the parties to review the circumstances which led to the suspension request. The Escort Monitor will use its reasonable endeavours to, following a review of the circumstances with the Service Provider, confirm a decision regarding any return to duty, continued suspension or removal of a PCO certificate within 5 days of such review.

- 7.2.2 Notification of the Purchaser's decisions regarding suspension or removal of any PCO certificate will be notified in writing to the Service Provider. Where a PCO certificate is withdrawn, it will be a matter for the Service Provider to determine whether any such person should be dismissed, disciplined or employed in another capacity.
- 7.2.3 The parties acknowledge that the nature of the Services and work may necessitate joint dialogue and specific investigations by either party to review the circumstances which gave rise to any requirement for the temporary suspension or removal of any member of Staff.

Where the request for temporary suspension or removal has been instigated by the Purchaser, the Purchaser shall endeavour to inform the Service Provider in writing within 3 working days of the reasons for the request for any members of Staff (except where written disclosure of the reasons may prejudice any ongoing investigation of whatever nature). The Service Provider shall be entitled to investigate and respond to any reasons provided by the Purchaser.

- 7.2.4 The Service Provider shall, following the review process detailed in Clause 7.2.3, determine whether, and given the circumstances, the individual remains a fit and proper person to perform Services under the Contract and shall provide a recommendation to the Purchaser.

The Service Provider shall obtain Purchaser authority for the re-instatement of any suspended PCO certificate, or in the case of non-operational roles, confirmation that the Purchaser accepts the Service Provider's recommendation regarding the suspended individual, prior to the individual(s) again performing Services under the Contract.

- 7.3 The parties acknowledge that the Purchaser's right to grant approval under Clause 6.7, to allow any individual member of Staff access to the Premises or to continue to provide Services under Clause 7.2 shall be final and conclusive and not be subject to challenge or be questioned or otherwise be made subject of any arbitration or other legal proceedings.
- 7.4 Where members of Staff are suspended, dismissed or voluntarily leave the employment of the Service Provider (as the case may be), the Service Provider shall ensure that the relevant PCO certificates, identity cards or security access control passes issued to the members of Staff are returned to the Service Provider or Purchaser (as appropriate). The procedure and timescales for the return of such items shall be agreed between the Service Provider and Purchaser, failing which, shall be no later than 7 calendar days from the date the individuals are suspended, dismissed or leave the employment of the Service Provider.
- 7.5 The Purchaser shall not be liable for any Service Provider costs associated with the suspension or termination of employment of any PCO, member of Staff or representative of the Service Provider under the provisions of this Clause 7. Nothing in this Clause 7 provides a waiver, or removes the obligation of the Service Provider, to ensure delivery of the Services in accordance with the Contract.

## **8. SECURITY**

- 8.1 The Service Provider, its Staff and representatives shall adhere to the security requirements within and around the boundaries of the Premises and as reflected in this Contract. The Service Provider shall ensure that all Staff and representatives comply with all reasonable instructions given to them by the Purchaser's staff in connection with the security of the Premises. Prison security requirements reflect that a range of items are prohibited within Prisons, that it is a criminal offence to introduce or to attempt to introduce such items to a Prison (or to remove them from a Prison), and that any such items in the Staff's possession or in a vehicle seeking entry in to the secure perimeter of a Prison should be declared to a member of the Purchaser's staff.

- 8.2 The Service Provider acknowledges that prohibited items include: Personal communication devices (PCDs) including PDAs, Laptops, tablets, mobile phones (including any part of a mobile phone such as a charger), and any other device that allows connection to the internet or phone networks; memory devices (such as USB devices or mobile phone SIM card); offensive weapons such as knives and blades, firearms or explosives, any item which is sharply pointed; smoking materials such as tobacco, cigarettes, e-cigarettes, lighters and matches; drugs including prescribed medication; cameras and devices capable of video or audio recording; E-Book readers; and Alcohol.
- 8.2.1 Vehicle on-board cameras should also be declared and either disabled, or where these cannot be disabled, covered up so that images are not captured within the secure perimeter of a Prison. Satellite navigation devices are not in themselves prohibited but may contain a removable memory card which is an article that should be declared.
- 8.3 The Purchaser recognises that certain activities may legitimately require controlled use of items (such as a laptop or computer) or tools which are reflected in paragraph 8.2 to undertake performance of the Contract. Controlled use may be authorised in writing by the Purchaser on a case by case basis with the Service Provider then responsible for the security and controlled use of the items whilst in Prison.
- 8.4 The Service Provider shall ensure that those members of Staff who are approved PCOs, for the purpose of identification, carry their authorisation certificate at all times whilst undertaking official duties and produce it when challenged.
- 8.4.1 The Staff or other representatives of the Service Provider shall, upon each visit to any of the Premises, sign into and out of the Premises in accordance with any relevant procedures notified to the Service Provider, or in the case of Premises not occupied by the Purchaser, shall comply with such security measures as apply from time to time at the Premises.

The Purchaser may issue security passes or security access control passes for named members of Staff and other Service Provider representatives whose duties require regular access to specific Premises to perform the Services for the purposes of facilitating admission to the Premises. Where the Purchaser does so, the member of Staff or Service Provider representative shall not be admitted to the Premises unless the relevant security pass is produced to the security or other staff employed by the Purchaser or Crown. Security passes shall remain the property of the Purchaser or the issuing authority, and shall be surrendered on demand or following the expiry or termination of the Contract.

The Service Provider shall take the steps reasonably required by the Purchaser to prevent unauthorised persons being admitted to the Premises. If the Purchaser gives the Service Provider notice that any person is not to be admitted to or is to be removed from the Premises or is not to become involved in or is to be removed from involvement in the performance of the Contract, the Service Provider shall take all reasonable steps to comply with such notice and if required by the Purchaser the Service Provider shall replace any person removed under this Clause 8, with another suitably qualified person and procure that any security pass issued to the person is surrendered.

The Service Provider shall at all times be responsible for the security of all vehicles, consumables and equipment used by the Service Provider (or used by its Staff or any representative of the Service Provider) for the provision of the Services and particularly whilst such vehicles and equipment are in or around the Premises. The Service Provider shall also be responsible for the security (including documentation of items), safe carriage and the proper recorded transfer of Prisoner property, cash or valuables whilst such items are required to be in the care and custody of the Service Provider.

The Service Provider, all members of Staff or representatives of the Service Provider shall be prohibited from taking any photographs in the Premises unless the Purchaser, or a Criminal Justice Partner, has given approval and is present so as to have full control over the subject matter of each photograph to be taken. No such photograph shall be published or otherwise circulated without approval. The Service Provider shall ensure that arrangements for vehicular access to the Premises to facilitate and enable performance of the Services are agreed with the Purchaser or operator of the Premises (and reviewed or revised from time to time as necessary). The Service Provider will ensure compliance with the agreed vehicular and security arrangements. Notwithstanding such arrangements, the Service Provider shall ensure that vehicles are used and parked in such a manner that all entrances, exits, fire hydrants are kept free from obstruction

at all times, and in compliance with any parking restrictions of the operator of the Premises or any other competent authority.

## **9. CONFLICTS OF INTEREST**

- 9.1 The Service Provider warrants that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services under the Contract. The Service Provider further warrants that in the performance of this Contract, no person having any such interest shall be employed by it.
- 9.2 The Service Provider shall take appropriate steps to ensure that neither the Service Provider nor any Staff are placed in a position where, in the opinion of the Purchaser, there is or may be an actual or potential conflict between the pecuniary or personal interests of the Service Provider and the duties owed to the Purchaser under the provisions of the Contract. The Service Provider will immediately disclose in writing to the Purchaser full particulars of any such conflict of interest which may arise or has arisen.
- 9.3 The Purchaser reserves the right to terminate the Contract immediately by notice in writing and/or to take such other steps it deems necessary where, in the opinion of the Purchaser, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Service Provider and the duties owed to the Purchaser under this Contract. The actions of the Purchaser pursuant to this Clause shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Purchaser.

## **10. QUALITY MANAGEMENT SYSTEM**

- 10.1 The Service Provider shall operate a quality management system for providing the Services where this is required by the Specification or later by the Purchaser to support, monitor, enhance efficiency and improve delivery of these Services.
- 10.1.1 The quality management system shall comply with the requirements in the Contract including, but not limited to, the Service Provider:
- monitoring quality of the Services and standards of delivery by Staff against the applicable standards or operating procedures;
  - monitoring performance of the Services such as on-time collection and Arrival and performance of activities;
  - monitoring the level and types of Prisoner complaints regarding the Services and proposing any necessary remedial activity; and
  - identifying and maintaining defined Contract and Performance Measurement roles and responsibilities (including points of contact) to support monitoring, quality and any agreed or required Service improvement actions.
- 10.1.2 The Service improvement planning will reflect the principle of the parties identifying and developing specific processes or practices which positively affect and improve the Services, efficiency or Prisoner welfare within the Services. This may include but not be limited to:
- the ongoing development of MOU(s) by the Service Provider and agreed with the Purchaser which lead to improved management of Prisoners in custody or during escorts; or
  - systems and IT driven efficiency such as electronic records and data transfer solutions; or
  - processes to ensure Performance Management standards and levels of Service are maintained and enhanced over the Contract Term.
- 10.1.3 Adherence to the quality management system and completion of specific actions identified by the Service Provider in any Service improvement plans will be managed within the Contract compliance and performance monitoring processes. Any failure to comply with the quality management system or to undertake agreed actions (excepting any failure demonstrably attributable to either a Purchaser Failure,

or an Excusable Failure) will be considered a potential Default.

10.2 The Purchaser shall carry out spot checks and full assessment visits periodically for the purposes of monitoring the Service Provider's adherence to the quality management system and the Service Provider's compliance with the relevant standards, policies and regulations pertaining to the Services and the performance of the Contract.

10.2.1 On-site assessment may take place at any time. During such assessment visits or spot checks all documentation reasonably required by the Purchaser shall be made available to it. The Purchaser will provide a written report to the Service Provider following such assessment visits or spot checks. The report will comment on standards, adherence to the quality management system and will note any improvements required by the Purchaser, acting reasonably. The Service Provider shall be obliged to implement such improvements within such period specified in the report by the Purchaser, acting reasonably.

## **11. RETURN OF DOCUMENTS**

11.1 The Service Provider shall follow the Purchaser's specific instructions regarding the timescales and method of return (or the secure, confidential destruction as applicable) of any documentation, records, materials, personal data (including the police, court, Prison or medical documentation records of each Prisoner in whatever form), Purchaser Property and Confidential Information including the removal of all electronic copies of the information from all computer systems, which it holds through performance of the Contract, whenever requested to do so by the Purchaser, or at any time following the expiry or termination of the Contract. The Service Provider shall on request, certify in writing to the Purchaser that it has complied with the requirements of this Clause 11. Where the Service Provider fails to comply with the requirements of this Clause 11, the Purchaser may enter any Service Provider premises or the premises of any third party where any of the above documentation, records, materials, personal data (including the police, court, Prison or medical documentation records of each Prisoner in whatever form), Purchaser Property and Confidential Information are stored in order to recover them. This Clause shall survive the termination or expiry of the Contract.

## **12. INSTRUCTIONS**

12.1 The Purchaser may instruct the Service Provider on any aspect of the Services to be provided to the Purchaser including altering or adding items to the Specification. Where such instruction would result in a variation to the Specification or any other aspect of this Contract, the variation shall be subject to the provisions of Clause 13.

## **13. VARIATION OF THE CONTRACT**

13.1 The Purchaser may from time to time by written notice to the Service Provider order any variation or addition to any part of the Services, the Premises (as specified in Schedule E) and any other relevant additions, deletions, alterations or substitutions to the terms of the Contract affecting the Services.

13.1.1 The Service Provider acknowledges and accepts that any variation, addition, deletion, alteration or substitution affecting any part of the Services or the Premises shall be dealt with in accordance with this Clause 13, paragraph I1 (Additional Services) and paragraph I2 (Reduction in Services) of Schedule B and paragraphs 3.12 – 3.17 of Schedule C.

13.1.2 The Service Provider acknowledges and accepts that any update, changes, revisions, additions or removal of Premises (with the exception of additions or removals of permanently staffed courts) will be considered in the context of normal operational activity, and not as variations to the Contract which affect the Prices in Schedule C.

13.1.3 The Purchaser will use best endeavours to ensure that the Service Provider receives as much notice as possible of any permanent or long term changes to the services in general, and the addition or removal of permanently staffed courts in particular (for which a minimum of 60 calendar days shall apply).

13.1.4 Variations to day to day activities, demand fluctuations, route (other than as expressly provided for in paragraphs 3.12 – 3.17 of Schedule C) and volume changes shall not be considered as permanent or long term changes or variations to the Contract which affect the Prices in Schedule C.

13.2 The Service Provider shall accommodate any General Change in the Law without changes to the Prices.



13.2.1 If any Change in Law during the Contract Term is deemed to be a Specific Change in Law or a Discriminatory Change in the Law, the Service Provider will attempt to mitigate the cost and impact of any such change upon the Services. The Purchaser and Service Provider shall negotiate in good faith and agree any resulting adjustments to the operational procedures or Contract such that the Service Provider is in no better and no worse a position as a direct result of the Specific Change in Law or a Discriminatory Change in Law.

13.3 In the event that a variation under Clause 13.1, a Specific Change in Law or a Discriminatory Change in Law or a Mandatory Notice of Change cannot be managed within the Price, or is likely to result in a reduction in Price, then the Service Provider will, as soon as practicable and in any event within 21 days, provide a written proposal to the Purchaser which details the effect that the change may have on the Services and the Prices. Any Service Provider request for an amendment to the Services or Prices shall be accompanied by a clear statement to the Purchaser with satisfactory evidence explaining why the Contract should be amended.

13.4 Where the Purchaser reasonably requires additional information or to verify applications or claims made to it by the Service Provider for variation to the Contract, the Service Provider shall when reasonably requested to do so by the Purchaser, allow the Purchaser 'open book' access to its budgetary, actual cost information and logistics movement data but only to the extent necessary for the purpose of verifying the application, claims or variation concerned.

13.5 Either party may, at any time, request a variation to the Contract where either party considers that such variation will enable the Services to be delivered in an improved way, more efficiently, improve Prisoner welfare, or that the proposed change will enable the parties to jointly provide a better quality of Services without increasing the Price whilst maintaining the required Services in accordance with the Contract.

Nothing in this Clause 13.5 restricts the ability of either party to propose and implement localised service operational improvements through a written MOU agreed in conjunction with the relevant Criminal Justice Partners and the Purchaser providing such MOU has no effect on the scope of the Services, Prices or obligations specifically outlined in the Contract.

13.6 The Purchaser shall notify the Service Provider of its decision to accept or reject any request for variation of the Services, Prices or Contract as soon as it is reasonably practical.

13.7 In the event that the Purchaser accepts a variation to the Contract or Price, the Contract will be amended accordingly in writing with any variation to the Contract or Price being implemented from either the effective date specified by the Purchaser or an agreed date. The Service Provider shall carry out the variation and be bound by the same provisions so far as is applicable as though such variation was stated in the Contract.

13.8 In the event that the Purchaser rejects any variation to the Contract or Price, then the variation request or proposal shall be disregarded and the parties shall continue to perform their obligations under the Contract as stated in the Contract.

13.9 Notwithstanding the above, where the Purchaser, acting reasonably, considers that a variation or change to the Services is required to meet an emergency, to comply with a Change of Law that requires urgent implementation, or otherwise urgently for whatever reason the Purchaser shall issue a notice of the proposed change (a "Mandatory Notice of Change") on the Service Provider. The variation or changes specified therein shall come into effect on either the date on which the Mandatory Notice of Change is received by the Service Provider, or the specific date indicated in the Mandatory Notice of Change.

13.9.1 In the event that the Purchaser serves a Mandatory Notice of Change under Clause 13.9 then, to the extent that the costs of implementing and enacting the changes specified in the Mandatory Notice of Change within the Services vary either up or down, the parties shall (subject to the provisions of Clause 13.3 and 13.4) negotiate in good faith to agree the variation to Price and any resulting adjustments to the operational procedures or Contract so as to ensure that the Service Provider is in no better and no worse a position as a direct result of the Mandatory Notice of Change.



## 14. PERFORMANCE MEASURES AND SERVICE CREDITS

- 14.1 The Service Provider shall meet the Performance Measures and timescales specified in this Contract when performing the Services.

### Reporting & Data Access

- 14.2 The Service Provider shall provide the Purchaser with a monthly report on its achievement against the Performance Measures within 5 working days of the end of each calendar month. The report shall identify for each incidence of failure whether the failure was either attributed to a Service Provider Failure, a Purchaser Failure or an Excusable Failure. Purchaser Failure or Excusable Failure shall not be counted against the Service Provider in terms of Service Credit calculations. The monthly report shall include brief particulars of the reasons for each and every Performance Measure or Service Provider Failure. In addition the Service Provider shall where requested by the Purchaser:
- 14.2.1 at the Service Provider's cost, supply, enable, and maintain not less than two (2) direct online secure internet enabled computer terminals (at nominated Purchaser location(s)) to provide the Purchaser with secure remote access to the Service Provider's IT system to view, download or obtain performance management and Service activity data and records (including Prisoner escort records) required by the Purchaser, and to monitor performance and associated activity under the Contract. The IT access shall be enabled for use by the Purchaser no later than the Go Live Date; and
- 14.2.2 ensure that it enables appropriate IT system security which ensure that only authorised representatives of the Purchaser and Service Provider have controlled access to the performance management and activity data.

### Monthly Contract Review

- 14.3 The Service Provider shall ensure that there is, as a minimum, a monthly contract meeting between the Service Provider and the Purchaser to review, monitor and ensure the Service Provider's performance under the Contract, to identify and address any quality or Service issues within the Services, and to review progress on implementing any improvements (including actions resulting from any Improvement Notice) required by the Purchaser, or improvements which are proposed and enacted by the Service Provider.

### Performance Meeting

- 14.4 The Service Provider shall ensure that there is, as a minimum, a monthly performance meeting between the Service Provider and the Purchaser (ordinarily represented by the Escort Monitor) to review Performance Measures incurred.
- 14.5 The Purchaser (ordinarily represented by the Escort Monitor) may within 5 working days of receipt of the monthly report dispute the reported data or the category to which a failure has been allocated by the Service Provider. At the Performance Meeting, the Service Provider shall provide the Purchaser with reasonable evidence to verify the data or support the grounds for such allocation. The Purchaser (ordinarily represented by the Escort Monitor), acting reasonably, shall consider the evidence in good faith and decide whether to accept or reject the data or failure allocation.
- 14.5A Should the Service Provider disagree with the decision of the Escort Monitor regarding allocation of a failure in Clause 14.5, the Service Provider may appeal to the Purchaser's Contract Manager, who will consider the evidence provided and, acting reasonably, make a decision on the allocation of a category of failure. The Purchaser's decision in this regard shall be final. The Service Provider shall be permitted to appeal against a maximum of 4 individual decisions of the Escort Monitor in accordance with this Clause 14.5A in any calendar year.
- 14.6 Unmet Performance Measures shall be treated as shown in Schedule D. Where an action plan is required by the Escort Monitor due to an unmet performance indicator, this shall be created by the Service Provider within the timescales and requirements of the Escort Monitor. The Service Provider shall propose timescales for the completion of each action in the plan. Following discussion between the parties, the Escort Monitor's decision

on timescales shall be final. Where the action plan is not accepted by the Escort Monitor, is not created within the required timescales, or, in the opinion of the Escort Monitor has not been complied with, the Escort Monitor may require changes to the action plan, or, at the Escort Monitor's absolute discretion, apply the Service Credits applicable to the original Service Provider Failures.

- 14.7 The Purchaser will also undertake periodic reviews and reports of Services provided under the Contract. Where such reviews or reports disclose failure(s) to perform the Services in accordance with the Contract which have not been reported in the relevant monthly period by the Service Provider and which give rise to an entitlement to a Service Credit the Purchaser may claim such Service Credits retrospectively.

#### Service Credits

- 14.8 In the event that the specified outcome service level or service levels are not met (excepting any failure demonstrably attributable to either a Purchaser Failure or an Excusable Failure), or the Escort Monitor has applied Service Credits for performance indicators, and notwithstanding the provisions of Clause 43.2 the Service Provider shall, without prejudice to the provisions of Clause 20.2, credit the Purchaser with the appropriate value of Service Credits specified in Schedule D. The Service Provider's maximum liability to the Purchaser for Service Credits due under the Contract in any month will be 9% of the total Price payable under the Contract for that month ("Service Credit Cap"). The value of any Direct Monetary Service Credits shall not be included in the Service Credit Cap.
- 14.9 In addition to payment of any Service Credits (as specified in Schedule D) the Purchaser shall be entitled to require the Service Provider to take all necessary action to ensure that the Contract and specific Services are performed in such a way that the required Performance Measures are achieved, and:
- a) if so required by the Purchaser, within a timescale as defined by the Purchaser, remedy such failure (in so far as possible) or ensure full performance of any part of the Services, which does not conform to the Contract at no additional charge to the Purchaser; and
  - b) re-deploy or arrange all such additional resources as necessary to enable the Service Provider to ensure consistent performance of the Services in accordance with Schedules B and D of this Contract as soon as practicable after the failure at no additional charge to the Purchaser.
- 14.10 In the event of a Service failure then, subject to Service Provider undertaking the remedies described in Clause 14.9, the payment of Service Credits in accordance with this Clause 14 shall be the sole financial remedy available to the Purchaser for such Service failure unless some additional remedy or indemnity is provided under the Contract or the Purchaser may terminate the Contract pursuant to Clause 34.2. If some additional remedy or indemnity is expressly provided then, the Purchaser may select which remedy is to apply and that remedy shall become the remedy for that Service failure.
- 14.11 The Service Provider shall calculate, in accordance with Schedule D, and submit a credit note to the Purchaser for the appropriate aggregate sum of Service Credits arising during each monthly reporting period. The credit note and appropriate details of the monthly performance measure incidents used by it to calculate entitlements to Service Credits shall be submitted to the Purchaser within 5 working days of the end of each calendar month and the level of Service Credits will be agreed with the Purchaser within 5 working days of receipt.
- 14.12 The Purchaser shall review the Service Provider's Service Credit calculations and shall notify the Service Provider of any variance between Purchaser records and the incidents of Service failure reported for that monthly period by the Service Provider.

## **15. SERVICE PROVIDER'S STATUS**

- 15.1 In carrying out the Services, nothing in the Contract shall create a contract of employment, a relationship of agency or partnership or a joint venture between the Purchaser and the Service Provider. Accordingly, neither party shall be authorised to act in the name of, or on behalf of, or otherwise bind the other party save as expressly permitted by the terms of the Contract and the Service Provider shall not (and shall ensure that its Staff do not) say or do anything that might lead any other person to believe that the Service Provider is acting as the agent of the Purchaser is a servant of the Scottish Ministers or the Crown or an agent of the Purchaser.

## **16. HEALTH & SAFETY AND FIRE SAFETY**

- 16.1 The Service Provider shall adhere to the health & safety and fire Legislation, policies, rules and systems:
- 16.1.1 which are implemented and maintained at each of the Premises and communicated to the Service Provider; or
  - 16.1.2 which are known to the Service Provider; or
  - 16.1.3 which should have been known to the Service Provider (acting reasonably).
- 16.2 The Service Provider shall ensure that it has a policy which includes codes of practice to ensure health & safety at work and fire safety, and that its Staff and representatives:
- 16.2.1 have received appropriate training in health & safety and fire safety matters, and apply that training for their own wellbeing as well as that of other Staff, Purchaser and Crown personnel, Prisoners and members of the public with whom the Service Provider interacts; and
  - 16.2.2 have received instructions with regard to fire safety (including risks and precautions) and that they co-operate in any fire prevention measures or evacuation exercises organised in the Premises.
- 16.3 The Service Provider shall ensure compliance with The Working Time Regulations 1998 (as amended), and relevant regulation(s) relating to drivers hours when calculating daily and weekly Staff rest periods.

## **17. WARRANTY**

- 17.1 The Service Provider warrants and represents that:
- a) the Service Provider has the full capacity and has Purchaser consents and all other necessary consents (including but not limited to, where its procedures so require, the consent of its parent company) to enter into and perform the Contract and that the Contract is executed by a duly authorised representative of the Service Provider;
  - b) the Service Provider shall discharge all its obligations and comply with all requirements of the Contract with all due skill, care and diligence including but not limited to good industry practice;
  - c) the Service Provider has, and at all times during the Contract Term will maintain, sufficient capacity, ability and resources to perform the Services notwithstanding any change that may occur at any time in relation to the Service Provider's obligations (whether contractual or otherwise) to any third party;
  - d) all obligations of the Service Provider pursuant to the Contract shall be performed and rendered by appropriately experienced, qualified and trained Staff with all due skill, care and diligence;
  - e) the Service Provider shall make good any defect required to ensure compliance with the Contract at his own expense and in accordance with good industry practice. In the event that compliance cannot be achieved then the Service Provider shall be in breach of Contract;
  - f) at the Commencement Date, all information contained in the tender (submitted by the Service Provider on 1st December 2017) remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Purchaser prior to execution of this Contract;
  - g) the Service Provider has not committed any breach of the Employment Relations 1999 Act (Blacklists) Regulations 2010 or section 137 of the Trade Union and Labour Relations (Consolidation) Act 1992, or committed any breach of Data Protection Legislation by unlawfully processing personal data in connection with any blacklisting activities;
  - h) no claim is being asserted and no litigation, alternative dispute resolution procedure or administrative proceeding is presently in progress or, to the best of the Service Provider's knowledge and belief, pending or threatened against the Service Provider or any of its assets which will or might have a material adverse effect on its ability to perform its obligations under the Contract;

- i) the Service Provider is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under the Contract;
- j) no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Service Provider or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Service Provider's assets or revenue; and
- k) the Service Provider has not done or omitted to do anything which could have a material adverse effect on its assets, financial condition or position as an ongoing business concern or its ability to fulfil its obligations under the Contract.

## **18. DISCRIMINATION**

- 18.1 The Service Provider shall not unlawfully discriminate either directly or indirectly on grounds of the nine protected characteristics and prohibited conducts indicated in the Equality Act 2010, and without prejudice to the generality of the foregoing, the Service Provider shall not unlawfully discriminate within the meaning and scope of any equivalent law, enactment, order or regulation in its activities relating to the Contract or any other contract with the Purchaser.
- 18.2 The Service Provider shall also ensure that the Services provided under the Contract reflect the general and specific obligations to ensure non-discrimination and equality within the performance and delivery of the Services to the public.

## **19. PRICE**

- 19.1 The Price for the Services shall be as specified in Schedule C to this Contract, including the application of any indexation variation to the Prices as specified in Schedule C. In the event that the Purchaser requires the implementation of any of the priced options as detailed in Schedule C, then the Service Provider shall provide these Services at the Prices detailed in Schedule C, subject to indexation.
- 19.2 In the event that the Contract is to be extended the Purchaser shall, no earlier than 36 months prior to the Expiry Date, enter into good faith negotiations with the Service Provider to agree any variation to the Prices and/or Services. The Service Provider shall comply with all reasonable requests and timeframes for negotiations proposed by the Purchaser and the Service Provider's proposal shall be in accordance with the conditions included in Schedule C.
- 19.3 If the parties reach a mutual agreement and the Contract is to be extended the Purchaser shall issue the Service Provider with a contract amendment and the revised Prices will take effect from the first day of any period of extension and shall apply during that period.
- 19.4 If the parties are unable to agree a variation in the Prices, the Contract shall terminate at the Expiry Date.

## **20. PAYMENT**

- 20.1 The Purchaser will pay the Service Provider the Price(s) for the provision of Services supplied in accordance with the Contract subject to the satisfactory provision of the Services and in accordance with the Performance Measures. The Purchaser shall be entitled to make deductions, or to withhold part or all of any payment of the Price in respect of any Performance Measure failures and receive Service Credits in accordance with Schedule D, or arising from any disputes or claims against the Service Provider under this Contract including where any additional or alternative services or works are necessary in consequence of the unsatisfactory performance of any part of the Services.
- 20.2 The Service Provider shall submit to the Purchaser, monthly in arrears, a valid invoice for the monthly Price for the Services performed in the month. Subject to the following provisions of this Clause 20.2, the Purchaser shall pay such invoice by BACS within 30 days of its receipt less any Service Credits for which the Service Provider is liable under Clause 14 and for which a credit note has been issued or is due under Clause 14.3. Any element(s) of the Price which the Purchaser disputes (hereinafter referred to as the "Disputed Amount") will not be paid by the Purchaser until resolution of the dispute.

- 20.3 If either party finds that the data relating to Services completed are erroneous or incorrect in any way, that party shall immediately identify this to the other. The Service Provider shall take all necessary action to ensure that a refund to the Purchaser for any amounts overpaid is achieved within 14 days of notification.
- 20.4 Value Added Tax (VAT), where applicable, shall be shown separately on all invoices as a strictly net extra charge.
- 20.5 The Service Provider shall address any complaint regarding late payment of invoices to, in the first instance, the addressee of the invoice and, in the second instance to the Purchaser's Head of Finance.
- 20.6 Interest shall be payable upon the late payment by the Purchaser to the Service Provider of any undisputed sums of money at the rate of the Bank of England's base rate from time to time from the date the payment would have been due.

## **21. RECOVERY OF SUMS DUE**

- 21.1 Wherever under this Contract any sum of money is recoverable from or payable by the Service Provider to the Crown or any part of the Crown (including the Purchaser), the Purchaser may set off that sum may be deducted from any sum then due, or which at any later time may become due, to the Service Provider under this Contract or under any other agreement or contract with the Crown or any part of the Crown (including the Purchaser).

## **22. AUDIT**

- 22.1 The Service Provider shall keep and maintain full and accurate records of the Contract including all financial transactions made in connection with the Contract and records of the Service Credits incurred while the Contract remains in force, and for a minimum of the Audit Period after it has expired or been terminated.
- 22.2 The Service Provider shall declare all Price components including profit, overheads, the cost of Staff, vehicles, materials, and equipment with all and any relevant books of account, correspondence, agreements, receipts, records and statistics relating to Prisoner Movement activity data and Service Provider performance, and other relevant documents available for inspection.
- 22.3 The Service Provider shall on request provide the Purchaser or its representatives, Audit Scotland and such other persons, regulatory or audit organisations as the Purchaser may reasonably specify from time to time, access to these records.
- 22.4 The Purchaser reserves the right to audit the Service Provider processes and compliance with the background and Disclosure Level verification checks of Staff and representatives of the Service Provider detailed in Clause 6. The Purchaser will endeavor to provide one week's notice of any such audit.
- 22.5 The Service Provider will allow the Purchaser immediate access to any premises and facilities where Personal Data or Confidential Information is held, located or processed to verify the data handling and security provisions and to review, assure or audit the arrangement(s) for the management and control of Personal Data or Confidential Information to establish compliance with the Service Provider's obligations under this Contract.

## **23. PREVENTION OF CORRUPTION**

- 23.1 The Service Provider shall not, and shall procure that its Staff shall not, offer or give or agree to give any person any gift or consideration of any kind as an inducement or reward in relation to this or any other contract and warrants that it has not given or agreed to give any person any such gift or consideration. The Service Provider must not commit or attempt to commit any offence in its activities relating to the Contract or any other contract with the Purchaser:
  - a) under the Bribery Act 2010 (or equivalent Act); or
  - b) of fraud, uttering or embezzlement at common law.
- 23.2 If the Service Provider, its Staff, agents or any sub-contractor, or anyone acting on its or their behalf, does any of the prohibited acts or commits any offence under (i) the Bribery Act 2010, (ii) under Legislation creating offences

in respect of fraudulent acts, or (iii) at common law, with or without the knowledge of the Service Provider, in relation to this or any other contract with the Crown, the Purchaser shall be entitled to:

- a) request such evidence as the Purchaser in its sole and reasonable opinion may require to satisfy itself that such breach was not authorised by any one or more of the directors of the Service Provider;
- b) require the Service Provider at its own cost to procure the dismissal of the Staff, person or persons engaged in such corruption, or to procure the termination of a sub-contract where the prohibited act is that of a sub-contractor;
- c) terminate the Contract and recover from the Service Provider the amount of any loss resulting from the termination; and
- d) recover from the Service Provider any other loss sustained in consequence of any breach of this Clause, whether or not the Contract has been terminated.

23.3 In exercising its rights or remedies under Clause 23.2, the Purchaser shall:

- a) act in a reasonable and proportionate manner having regard to such matters as the gravity of, and the identity of the person performing the prohibited act; and
- b) give all due consideration, where appropriate, to action other than termination of the Contract.

23.4 Breach of this Clause 23 is a material breach for the purposes of Clause 34.2, Termination.

23.5 If this Clause is activated, the Purchaser will pay no costs resulting from such early termination to the Service Provider.

#### **24. SEVERABILITY**

24.1 If any provision or part-provision of the Contract is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable and if such modification is not possible the provision or part-provision shall be severed and the remainder of the provisions of the Contract shall continue in full force and effect.

24.2 Where a notice is served by one of the parties noting that a provision, or part-provision of the Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, the provision is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

#### **25. WAIVER**

25.1 The failure of either party to insist upon strict performance of any provision of this Contract, payment(s) by the Purchaser, or the failure of either party to exercise, or any delay in exercising, any right of remedy to which it is entitled shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by this Contract.

25.2 No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other party in writing in accordance with Clause 37.

25.3 A waiver of any right or remedy arising from a breach of this Contract shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of this Contract.

#### **26. PATENTS, INFORMATION AND COPYRIGHT**

26.1 All Intellectual Property Rights in any guidance, specifications, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models, designs or other material furnished to or made available to the Service Provider and its Staff by or on behalf of the Purchaser shall remain the property of the Crown, Purchaser or their licensors (as appropriate). The Purchaser grants to the Service Provider a revocable, non-exclusive, royalty-free, non-transferable licence to use such Intellectual Property Rights only to the extent necessary for the purpose of performing the Service Provider's obligations under this Contract. This licence shall terminate automatically upon



termination or expiry of the Contract except where the Purchaser has exercised its rights under Clause 45.3 (Temporary and Transitional Arrangements) and/or Clause 46 (Purchase and Handover of Assets). In such cases, the licence will terminate automatically upon the Service Provider's completed performance of its obligations in terms of Clauses 45.3 (Temporary and Transitional Arrangements) and/or 46 (Purchase and Handover of Assets), as appropriate, or after such other period as the Purchaser may notify to the Service Provider from time to time; and

- a) the Service Provider hereby grants to the Purchaser a perpetual, worldwide, royalty-free, non-exclusive licence to use, reproduce, modify, develop and maintain the Background Intellectual Property Rights for all purposes related to receiving, using and benefiting from the Services under this Contract; and
  - b) the Service Provider grants to the Purchaser a perpetual, worldwide, exclusive, royalty-free and irrevocable licence to use, reproduce, modify, develop and maintain the Foreground Intellectual Property Rights for all purposes related to receiving, using and benefiting from the Services under this Contract. This licence is perpetual and this Clause 26.1(b) shall survive the expiry or termination of the Contract.
- 26.2 The Service Provider shall obtain approval before using any material, in relation to the performance of the Contract which is or may be subject to any third party Intellectual Property Rights. Excluding the source code of any software used by the Service Provider to perform the Services, the Service Provider shall ensure that either the owner of the rights grants to the Purchaser a licence, or if itself a licensee of those rights, the Service Provider shall grant to the Purchaser an authorised sub-licence, in either case to use, reproduce, develop, modify and maintain the material. Such licence or sub-licence shall be non-exclusive, royalty-free and provided on the same terms as Clause 26.1(b).
- 26.3 The licences described in Clauses 26.1(a) and 26.1(b) shall include the right for the Purchaser to sub-license, transfer, novate or assign to other members of the Scottish Government and the Crown, any replacement service provider or to any other third party providing services to the Purchaser, and shall be granted at no cost to the Purchaser.
- 26.4 The Service Provider warrants that its performance of the Contract and the supply, receipt and use of the Services shall not infringe the rights, including any Intellectual Property Rights, of any third party.
- 26.5 The Service Provider shall, during and after the Contract, indemnify and keep indemnified and hold the Purchaser and the Crown harmless from and against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which:
- a) the Purchaser and/or the Crown may suffer or incur as a result of or in connection with any breach of Clause 26.4; and
  - b) are awarded against, or incurred or paid by the Purchaser and/or the Crown as a result of or in connection with any claim brought against the Purchaser and/or the Crown for actual or alleged infringement of any Intellectual Property Rights arising out of, or in connection with, the receipt, use or supply of the Services or the performance of the Contract. The indemnity shall include all the Purchaser's and/or the Crown's reasonable costs and expenses (including, but not limited to, legal costs and disbursements) incurred in contesting any claim, demand, or action brought against the Purchaser and/or the Crown or in providing reasonable assistance for the purpose of enabling the Service Provider to contest any claim, demand, or action brought against the Service Provider except where any such claim arises as a direct result of either:
    - i. items or materials based upon designs supplied by the Purchaser; or
    - ii. the proper use of data supplied by the Purchaser which is not required to be verified by the Service Provider under any provision of the Contract.
- 26.6 As soon as reasonably practicable, the Purchaser shall notify the Service Provider in writing of any claim or demand brought against the Purchaser and/or the Crown for infringement or alleged infringement of the rights (including Intellectual Property Rights) of a third party which relates to the Contract.

- 26.7 The Service Provider shall at its own expense conduct all negotiations and any litigation which relates to any claim or liability in respect of which the Service Provider has granted an indemnity under Clause 26.5, provided always that the Service Provider shall:
- a) consult the Purchaser on all substantive issues which arise during the conduct of such litigation and/or negotiations;
  - b) take due and proper account of the interests and views of the Purchaser; and
  - c) not settle or compromise any claim without the Purchaser's prior written consent (not to be unreasonably withheld or delayed).

and the Purchaser shall always have the right at its option and expense, to participate in the defence of any suit, negotiation or proceeding through a counsel of its own choosing.

- 26.8 The Purchaser shall, at the reasonable request of the Service Provider, afford to the Service Provider reasonable assistance for the purpose of contesting any claim or liability in respect of which the Service Provider has granted an indemnity under Clause 26.5 and the Service Provider shall indemnify the Purchaser for all costs and expenses (including, but not limited to, legal costs and disbursements) incurred in doing so.
- 26.9 Other than with the prior written agreement of the other party, neither the Purchaser nor the Service Provider shall make any admission which may be prejudicial to the defence or settlement of any claim, demand or action for actual or alleged infringement of any third party right (including Intellectual Property Right) (including Intellectual Property Right) by either the Purchaser or the Service Provider in connection with the performance of the Contract.
- 26.10 If a claim, demand or action for infringement or alleged infringement of any third party right (including Intellectual Property Right) is made in connection with the Contract or in the reasonable opinion of the Service Provider is likely to be made, the Service Provider may at its own expense and subject to the consent of the Purchaser (not to be unreasonably withheld or delayed) either:
- a) modify any or all of its performance under the Contract without reducing the performance or functionality of the same, or substitute alternative performance under the Contract of equivalent performance and functionality, so as to avoid the infringement or the alleged infringement, provided that where the Contract requires to be amended as a result of such modified performance, no variation shall be effective unless signed by both parties and such modifications to the Services shall be implemented without increases to the Price; or
  - b) procure the necessary licences and/or permissions to use and provide the Services, which are the subject of the actual or alleged infringement, on terms which are acceptable to the Purchaser.

and where, following a request from the Purchaser, the Service Provider fails to take such action but the Purchaser considers it reasonably necessary to do so, the Purchaser may take any action it considers necessary to ensure that third party rights are not infringed or cease to be infringed in connection with the Contract and/or Services and the Service Provider shall indemnify and keep indemnified and hold the Purchaser harmless against any costs, expenses, losses and other liabilities incurred or paid by the Purchaser in carrying out such actions.

- 26.11 The Service Provider shall obtain prior written consent from the Purchaser before it embarks on any survey or research project regarding the Services. The Service Provider shall submit a paper seeking consent which details the nature and objectives of the work (and such other information as the Purchaser may require to allow it assess the Service Provider request) for consideration by the Purchaser. Should the Purchaser grant permission for the Service Provider to conduct specific survey or research work, the Service Provider shall adhere to all applicable laws and other conditions which the Purchaser may impose in its sole discretion and to any protocols set by the Purchaser regarding Confidentiality and Data Protection obligations, and shall observe any research guidance from relevant professional bodies.



- 26.12 At the termination or expiry of the Contract the Service Provider shall at the request of the Purchaser and in any case no later than five (5) days following termination or expiry, provide to the Purchaser all materials, work or records held, including any back-up media which have either been provided by the Purchaser to the Service Provider in connection with the Contract, which contain Intellectual Property Rights which are either owned by or licenced to the Purchaser under the Contract or otherwise or which contain any Confidential Information of the Purchaser.
- 26.13 Should the Purchaser or Crown commission any research involving the Services or the performance of the Services, the Service Provider will cooperate and provide relevant necessary information or data as reasonably requested by the Purchaser.
- 26.14 The provisions of this Clause (with the exception of the licence granted to the Service Provider under Clause 26.1(b)) shall apply during the continuance of the Contract and indefinitely after its expiry or termination.

## **27. INDEMNITY AND INSURANCE**

- 27.1 Without prejudice to any other rights or remedies of the Purchaser, the Service Provider shall indemnify the Purchaser, the Scottish Ministers, Criminal Justice Partners and Crown, its servants and agents against all actions, suits, claims, demands, losses, charges, costs and expenses which the Purchaser, the Scottish Ministers, Criminal Justice Partners or Crown, its servants or agents may suffer or incur as a result of or in connection with any loss or damage which may result directly or indirectly from any negligent or wrongful act or omission or wilful misconduct of the Service Provider or its Staff in carrying out the Services under the Contract. This indemnity provision shall not relieve the Purchaser, Scottish Ministers, Criminal Justice Partners or Crown from its common law duty to mitigate any such claims, demands, costs, expenses and losses.
- 27.2 The Service Provider shall not be responsible for any injury, loss, damage, cost or expense if and to the extent that it is caused directly by the negligence or wilful misconduct of the Purchaser, a representative of the Scottish Ministers, Criminal Justice Partners or Crown or by a breach by the Purchaser, Scottish Ministers or Crown of their obligations under the Contract.
- 27.3 The Service Provider shall have in force at all times during the Contract Term and shall require any sub-contractor to have in force at all times during the Contract Term:
- a) Employer's liability insurance against liability in the sum of not less than £25,000,000 for any one incident and not less than £25,000,000 in the aggregate for liability arising in that Contract Year in accordance with any legal requirements for the time being in force;
  - b) Public liability insurance against liability in the sum of not less than the Public Liability Amount for any one incident and not less than £25,000,000 in the aggregate for liability arising in that Contract Year unless otherwise agreed by the Purchaser in writing;
  - c) Motor vehicle insurance including third party liability in accordance with any legal requirements for the time being in force;
  - d) Medical malpractice insurance in the sum of not less than the Medical Malpractice Amount for any one incident and unlimited in total, unless otherwise agreed by the Purchaser in writing. For the avoidance of doubt, the Service Provider shall ensure that any sub-contract medical arrangements entered into by the Service Provider under the Contract provide the same minimum level of medical indemnity and malpractice insurance required by this Contract; and
  - e) Lock indemnity shall reflect indemnity for the actual costs that the Purchaser or a Criminal Justice Partner incur up to a maximum of the Lock Indemnity Amount for each and every occurrence where the Purchaser or a Criminal Justice Partner requires to replace or repair any affected lock(s), suite of locks and keys and to re-issue replacement keys to relevant personnel or Staff for any part of the Premises which the Purchaser or a Criminal Justice Partner, in its sole discretion, considers requires to be replaced for security reasons in consequence of either:

- i. A “key compromise” namely where a member of Staff is given a key to any Premises: (i) parts with possession of such key(s) for any period of time, and/or (ii) removes the key(s) from the Premises without authorisation, or (iii) does or fails to do anything which allows or permits, or may allow or permit, a copy of any such key to be made;
    - ii. Locks are broken or otherwise rendered useless by any negligent act or error on the part of any Staff; and/or
    - iii. Any member of Staff fails in any respect to comply with any provision of any standing orders or rules notified by the Purchaser or controller of the Premises which apply to the management, use, and control of keys and locks in secure Premises.
  - f) The Service Provider shall ensure that the terms of its employer’s and public liability insurance also reflect indemnity against liability arising from accidents or incidents arising during its Control & Restraint (C&R) training, the inappropriate use or misuse of C&R techniques or mechanical Prisoner restraint equipment by its Staff whether such incidents arise during training or when the C&R techniques or equipment are utilised within the terms of Service delivery. The indemnity shall be provided notwithstanding the Purchaser approval of types and models of mechanical Prisoner restraint equipment or prescribed C&R techniques.
- 27.4 The Service Provider shall indemnify the Purchaser against loss, damage or theft of Prisoner property, cash or valuables whilst such items are in the care and custody of the Service Provider.
- 27.5 The Service Provider shall deliver to the Purchaser on or before the Go Live Date evidence, in the form of either certificates of insurance or written confirmation issued by the Service Provider’s insurance broker that all insurance policies required under the Contract are in place as at the Go Live Date. The Service Provider shall provide the Purchaser with copies of the insurance cover notes and certificates, or written confirmation issued by the Service Provider’s insurance broker to the same effect, relative to all insurance policies required under the Contract on or before each renewal date.
- 27.6 If the Service Provider fails to give effect to and maintain the insurances required by this Contract, or the Service Provider has failed to provide evidence of such insurance despite reasonable requests from the Purchaser in writing for such evidence, the Purchaser may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Service Provider.
- 27.7 Notwithstanding any such alternative arrangements, where the Service Provider is required to maintain insurance pursuant to this Contract in respect of certain liabilities, the Service Provider shall remain liable and indemnify the Purchaser under this Contract for not less than the relevant insurance amount for any liabilities where insurance should have been maintained under this Contract by the Service Provider.
- 27.8 The terms of any insurance or the amount of cover shall not relieve the Service Provider of any liabilities under the Contract.
- 27.9 Where the Service Provider comprises more than one person or organisation, the obligations and liabilities of the Service Provider under this Contract shall be the joint and several obligations of those persons or organisations.
- 27.10 The Service Provider’s insurance policy or policies shall include a provision to indemnify the Purchaser or its assignees or successors, and any other agency or government body or department which has responsibility for Prisoners or court custody in Scotland in respect of claim(s) made against them by independent third parties (including, but not limited to, Prisoners or members of the public) or the Purchaser arising from the performance or non-performance by the Service Provider of its duties or obligations under the Contract. The extent of the indemnity shall be subject to the policy terms, conditions and exclusions agreed with the Purchaser.
- 27.11 The Purchaser, the Criminal Justice Partners or the Crown will have no liability to any party in respect of theft, loss or damage to the property of the Service Provider or any of the Staff or representatives unless the loss is

proven to result from the negligent or wilful acts or omissions of the Purchaser, or its employees. The Service Provider shall ensure that it draws this fact to the attention of its Staff engaged in the provision of Services.

- 27.12 Except as set out in Clause 27.13 and 27.3d, the maximum aggregate amount for which the Service Provider shall be liable to the Purchaser, the Criminal Justice Partners and the Crown and/or its or their servants or agents in respect of all claims, demands, actions, losses or damages under or in connection with the Contract (including, without limitation, in respect of any Service Credits and Liquidated Damages) (whether for breach of contract, delict or otherwise) in any Contract Year shall be limited to the higher of the sums payable to the Service Provider under the Contract in such Contract Year or £30,000,000.
- 27.13 Nothing in this Contract shall limit or exclude the Service Provider's liability for death or personal injury caused by the negligence of the Service Provider or Staff or as a result of fraud or fraudulent misrepresentation by the Service Provider or Staff, or for any other liability where as a matter of law the Service Provider may not limit or exclude its liability.
- 27.14 Notwithstanding the provisions of Clause 27.15, the losses for which the Service Provider assumes responsibility and which shall (subject to clause 27.12) be recoverable include reasonable additional operational, administrative costs and/or expenses or wasted expenditure resulting directly or indirectly from the Default of the Service Provider.
- 27.15 Notwithstanding anything else contained within the Contract, but subject to Clause 27.14, neither party shall be liable to the other for any indirect or consequential loss (including any such loss or damage payable by the Purchaser or the Service Provider to a third party as a result of an action brought by a third party) except where such loss arises directly out of damage or injury to property or person.
- 27.16 Except as set out in Clause 27.17, the maximum aggregate amount for which the Purchaser shall be liable to the Service Provider (other than a failure to pay any of the Price(s) ,Break Cost(s) that are properly due and payable and for which the Purchaser shall remain liable) in respect of all claims, demands, actions, losses or damages under or in connection with the Contract (whether for breach of contract, delict or otherwise) in any Contract Year shall be limited to the amount of the sums paid to the Purchaser under the Contract in such Contract Year.
- 27.17 Nothing in this Contract shall limit or exclude the Purchaser's liability for death or personal injury caused by the negligence of the Purchaser or as a result of fraud or fraudulent misrepresentation by the Purchaser, or for any other liability where as a matter of law the Purchaser may not exclude or limit its liability.

## **28. CONFIDENTIALITY**

- 28.1 The Service Provider shall comply with, and shall ensure that its Staff and any representatives appointed by the Service Provider to perform the Services comply with all applicable provisions of the Official Secrets Acts 1911 to 1989.
- 28.2 The Service Provider agrees, both during and after termination or expiry of this Contract, to keep all Confidential Information and Personal Data which is supplied, made available to the Service Provider or which is generated by the Service Provider in the performance of the Services, strictly confidential, regardless of the medium whether written, oral or otherwise, (including but without limitation all Personal Data, documents, data, or letters), concerning the Purchaser's, the Criminal Justice Partner's or the Crown's activities or individual Prisoners. The Service Provider shall ensure that:
- 28.2.1 It uses any Confidential Information and Personal Data only for the purposes of carrying out and performing the Services. Specific disclosure will be permitted to Staff who are required in the course of their duties to receive, consider it, or to update specific records and Personal Data for the purpose of carrying out the Services;
- 28.2.2 The relevant Police, court, Prison or medical documentation records and Personal Data relating to Prisoners are updated as necessary by the Service Provider to ensure that the information which the Staff (or other representatives of the Service Provider) provide is correct, up to date, clearly legible, attributable to named persons and dated. For the avoidance of doubt, the Purchaser retains the right to

access any such records held by the Service Provider which refer to individual Prisoners at any time on request and for any purpose of the Crown; and

- 28.2.3 They will treat all the Confidential Information and the Personal Data as private and confidential and safeguard it accordingly in accordance with Clause 30:
- i. the Service Provider shall be responsible for any breach by such Staff as if the Service Provider had made that breach; and
  - ii. upon the written request of the Purchaser, it promptly returns to the Purchaser any Confidential Information or Personal Data that has come into its possession, no matter what the nature or medium and all copies thereof.
- 28.2.4 Save as permitted under Clause 28.2.1, the Service Provider shall only disclose Confidential Information or Personal Data with the prior written consent of the Purchaser or where disclosure is required under an Order of a court or Statute, can be justified in the public interest, or is in the Prisoner's best interest (and with the agreement of the Prisoner).
- 28.3 The Service Provider undertakes to inform the Purchaser immediately of any act, whether intentional or not which may prejudice its obligations of confidentiality. The Service Provider shall use all reasonable endeavours to ensure that its Staff and representatives respect the confidentiality obligations of the Service Provider under the terms of this Contract.
- 28.4 The Service Provider accepts that any breach of the provisions of this Clause 28 could cause injury to the Purchaser and/or the Criminal Justice Partners and that monetary damages may not be an adequate remedy. In the event of a breach or threatened breach by the Service Provider, the Purchaser shall be entitled to relief by way of interdict or injunction (whether interim or final) in any court of competent jurisdiction and the Service Provider shall reimburse the Purchaser for any costs, claims, demands or liabilities arising directly or indirectly out of a breach. Nothing contained in this Contract shall be construed as prohibiting the Purchaser from pursuing any other remedies available to the Purchaser for a breach or threatened breach.
- 28.5 The Service Provider acknowledges that the Purchaser is subject to the requirements of the Freedom of Information (Scotland) Act 2002, and shall facilitate the Purchaser's compliance with the information disclosure requirements pursuant to these Regulations (or any revision thereof). The Purchaser may disclose information in compliance with these Acts or those Regulations, any other law, or as a consequence of judicial order, or order by a court, tribunal or the Information Commissioner which requires disclosure. Any such disclosure shall not be treated as a breach of this Contract. Further, the Purchaser may also disclose all information received to the Scottish or United Kingdom Parliament or any other department, office or agency of Her Majesty's Government in Scotland, in right of the Scottish Administration or the United Kingdom, and their servants or agents. Such disclosures shall not be treated as a breach of this Contract.
- 28.6 The Service Provider acknowledges and accepts that the Contract, key performance data and related information regarding SCCPES may be published by Purchaser, and that the Purchaser may also require to disclose specific information relating to government tenders and contracts in accordance with the requirements of the EU Public Procurement Directive and Scottish Government policy.
- 28.7 The Service Provider acknowledges that the Purchaser will publish information in accordance with Part 3 of the Public Services Reform (Scotland) Act 2010.
- 28.8 Nothing in this Clause 28 shall prevent the Purchaser (at its sole discretion) from disclosing Confidential Information obtained from the Service Provider to any consultant, alternative service provider, independent valuer, or to any other person engaged by the Purchaser in connection with the valuation, re-tendering process or appointment of an alternative or substitute service provider to replace the Service Provider in whole or in part whether arising from the expiry or earlier termination of this Contract.
- 28.9 The provisions of this Clause shall apply during the continuance of the Contract and indefinitely after its expiry or termination.

## **29. PUBLICITY**

- 29.1 The Service Provider shall not make any statement relating to the Contract or publicise the terms of the Contract in any way without the prior written consent of the Purchaser. The Service Provider shall take all reasonable steps to ensure the observance of the provisions of this Clause by its Staff, agents, representatives or suppliers of goods or services under the Contract.
- 29.2 The provisions of this Clause shall apply during the continuance of the Contract and indefinitely after its expiry or termination.

## **30. DATA PROTECTION ACT**

- 30.1 In respect of any personal data provided to the Service Provider to enable the Service Provider to perform its obligations under the Contract, the Purchaser is the Controller and the Service Provider is the Processor.
- 30.2 The Service Provider shall comply with all applicable Data Protection Legislation in relation to Personal Data Processed by the Service Provider in connection with the Contract and shall not do anything or permit anything to be done which might lead to a breach of Data Protection Legislation or any other applicable laws.
- 30.3 Where the Service Provider is Processing Personal Data as a processor as a part of performing its obligations under the Contract it shall:
- a) only process Personal Data in accordance with written instructions from the Purchaser and shall not:
    - i. subject to Clause 30.5, disclose or divulge (and ensure that persons authorised to Process the Personal Data do not disclose or divulge) any of the personal data to any third parties unless directed in writing to do so by the Purchaser; or
    - ii. delete, destroy or remove any of the Personal Data without the prior written consent of the Purchaser; or
    - iii. transfer any Personal Data to a country or territory outside the European Economic Area other than in accordance with the terms of the Data Protection Legislation with the prior written approval of the Purchaser.
  - b) ensure that persons authorised to Process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
  - c) implement appropriate technical and organisational measures to ensure the security of the personal data and Confidential Information and to ensure that no accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data transmitted, stored or otherwise processed will occur. Such measures may include encryption and pseudonymisation of data and other measures required by applicable Data Protection Legislation;
  - d) notify the Purchaser immediately on becoming aware or suspecting that any Personal Data and/or Confidential Information has been lost, damaged or has become subject to a Personal Data Breach and provide any and all assistance in relation to such loss, damage and/or breach as the Purchaser may require, including assistance in relation to reporting such event to a relevant authority and/or the Data Subjects who have been affected by such event;
  - e) promptly provide the Purchaser any:
    - i. assistance requested by the Purchaser in order for the Purchaser to comply with Data Protection Legislation; and
    - ii. information requested by the Purchaser for the Purchaser to verify that the Contract is performed in accordance with all applicable Data Protection Legislation and allow for and contribute to audits, including inspections, conducted by the Purchaser or another auditor mandated by the Purchaser.
  - f) ensure that it does nothing which may place the Purchaser in breach of its obligations under the applicable Data Protection Legislation;

- g) taking into account the nature of the Processing, assist the Purchaser by taking appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Purchaser's obligation to respond to requests for exercising the Data Subject's rights laid down in the Data Protection Legislation;
  - h) assist the Purchaser in ensuring compliance with the Purchaser's obligations pursuant to Articles 32 to 36 of the General Data Protection Regulation taking into account the nature of Processing and the information available to the Processor;
  - i) at the choice of the Purchaser, delete or return all the Personal Data processed under the Contract to the Purchaser after the end of the provision of the Services, and delete existing copies unless applicable law requires storage of the Personal Data; and
  - j) inform the Purchaser immediately if, in the opinion of the Service Provider, an instruction given pursuant to sub-paragraph 30.4 infringes any Data Protection Legislation. In such cases the Service Provider shall use all reasonable endeavours to comply with its obligations.
- 30.4 The Purchaser hereby instructs the Service Provider to Process any Personal Data on the following lawful basis only:
- a) Processing is necessary for compliance with a legal obligation to which the Controller is subject;
  - b) Processing is necessary in order to protect the vital interests of the Data Subject or of another natural person;
  - c) Processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the Controller;
  - d) Processing is necessary to protect the vital interests of the Data Subject or of another natural person where the Data Subject is physically or legally incapable of giving consent;
  - e) Processing is necessary for the Premises, exercise or defence of legal claims or whenever courts are acting in their judicial capacity; or
  - f) Processing is necessary for reasons of substantial public interest, on the basis of Union or Member State law which shall be proportionate to the aim pursued, respect the essence of the right to Data Protection and provide for suitable and specific measures to safeguard the fundamental rights and the interests of the Data Subject.
- 30.5 It is the Purchaser's responsibility to respond to requests for exercising the Data Subject's rights laid down in the Data Protection Legislation and the Service Provider shall notify the Purchaser of any such requests it receives from Data Subjects and shall provide the Purchaser all reasonable assistance to allow the Purchaser to comply with applicable Data Protection Legislation with regard to such requests.
- 30.6 Where permitted under Clause 35 (Assignment and Sub-contracting) and otherwise under the Contract to do so, the Service Provider may sub-contract data processing duties undertaken on behalf of the Purchaser to third party suppliers provided that: (i) the same data protection obligations as set out in the Contract shall be imposed on such third party suppliers; and (ii) the Service Provider shall inform the Purchaser of any intended changes concerning the addition or replacement of such third party suppliers.

## **31. INDUSTRIAL ACTION**

- 31.1 The Service Provider shall immediately inform the Purchaser of any actual or potential industrial action or disputes whether such action is by its own Staff or others which affects, or might affect, its ability at any time to perform its obligations under this Contract.
- 31.2 In the event of industrial action or disputes by Staff, the Service Provider shall remain responsible for all of its obligations under this Contract.

- 31.3 In the event that the Service Provider fails to meet any or all of its obligations under this Contract due to industrial action or disputes by Staff, of the Service Provider, and the Purchaser is required to arrange additional or alternative contingent services with a third party or other member of the Crown to ensure continued provision of the Services in consequence of the industrial action, then the Service Provider shall be liable for any additional costs the Purchaser or Crown incurs in having to provide or ensure the continuity of the provision of Services.
- 31.4 Any actual withholding or reduction of the Price by the Purchaser in accordance with the costs incurred by the Purchaser or Crown to ensure the continued provision of the Services, and any written notice given by the Purchaser to the Service Provider under Clause 20.1, shall be final and conclusive.
- 31.5 In the event of industrial action or disputes by staff employed directly by the Purchaser and/or Criminal Justice Partners or industrial disputes of a supplier of the Purchaser and/or any Criminal Justice Partners affecting the Services, the Service Provider shall co-operate with the Purchaser in order to ensure the continued provision of the Services as far as practicable during the continuance of any such industrial action or dispute.

## **32. REMEDIES CUMULATIVE**

- 32.1 Except as otherwise expressly provided by the Contract, all remedies available to the Purchaser for breach of this Contract are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

## **33. IMPROVEMENT AND DEFAULT NOTICES**

- 33.1 If the Service Provider fails to provide the Services or any part of the Services in accordance with the Contract or fails to comply with any other obligation under the Contract (including the Service Provider's achievement of readiness in accordance with the Implementation Programme), the Purchaser may serve an Improvement Notice on the Service Provider, specifying the failure and requiring it to:
- a) immediately undertake remedial measures to the satisfaction of the Purchaser within 14 calendar days or such other period as may be specified by the Purchaser acting reasonably; or
  - b) submit a time bound action plan to inform the Purchaser of the measures which will be taken by the Service Provider and the management supervision arrangements to address the issue(s) indicated in the Improvement Notice, correct any failure and to prevent or avoid its recurrence. The parties shall monitor progress against the action plan in terms of addressing the issue indicated in the Improvement Notice.
- 33.2 If the Service Provider fails to comply with the requirements of an Improvement Notice or is otherwise in Default of any obligation under the Contract or Implementation Programme, the Purchaser may serve a Default Notice on the Service Provider stating that the Service Provider is in Default of its obligations under the Contract or Implementation Programme. The Default Notice shall specify the Default and require it to be remedied to the satisfaction of the Purchaser within 14 calendar days or such other period as may be specified by the Purchaser. Notwithstanding this provision the Purchaser may, in exceptional circumstances, where effective security, care, Prisoner or public safety are potentially at risk, serve a Default Notice requiring immediate corrective action by the Service Provider to address specific issue(s) of concern.
- 33.3 Where the required remedy has not been completed within the time period stipulated by the Purchaser, the Purchaser may undertake the Service itself, or engage a third party to do so and recover the additional costs of such action from the Service Provider, and/or issue a termination notice in accordance with the provisions of this Contract.
- 33.4 Clause 33.1 shall not prevent the Purchaser serving a Default Notice under Clause 33.2 without first serving an Improvement Notice in any circumstances where the Service Provider is in Default of any obligation under the Contract.

## **34. TERMINATION**

- 34.1 The Service Provider shall notify the Purchaser in writing upon the occurrence or imminent occurrence of any of the following events:



- a) There is a change of control (as defined by section 1124 of the Corporation Tax Act 2010) of the Service Provider; or
- b) The Service Provider passes a resolution that it be wound-up, or a court makes an order that the Service Provider be wound-up, in either case otherwise than for the purposes of reconstruction or amalgamation, or circumstances arise which would enable a court to make such an order; or
- c) An administrator, manager or receiver is appointed to the Service Provider or over all or any part of the property which may, from time to time, be comprised in the property and undertaking of it, or circumstances arise which would entitle a court to appoint such an administrator, manager or receiver or the Service Provider makes any composition or arrangement with or for the benefit of its creditors, or makes any conveyance or assignment for the benefit of its creditors; or
- d) The Service Provider makes voluntary arrangements for a composition in satisfaction of its debts or a scheme or arrangements of its affairs or is otherwise unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986; or
- e) The Service Provider becomes bankrupt or shall have a receiving order or administration order made against him or appears unable to pay or to have no reasonable prospect of being able to pay a debt within the meaning of Section 123 of the Insolvency Act 1986 shall become apparently insolvent within the meaning of the Bankruptcy (Scotland) Act 2016, or any application shall be made under the Bankruptcy or Insolvency Act for the time being in force for sequestration of its estate or a trust deed shall be granted by him on behalf of its creditors; or
- f) There is any change in ownership of the Service Provider or to the composition of any consortia providing the Services where the Purchaser has not consented to the transfer or assignment of the Contract by the Service Provider under Clause 35; or
- g) Any events similar to those described above occurs under the law of any other jurisdiction to which the Service Provider is subject.

On the occurrence of any of the events described in this Clause 34.1 and without prejudice to any other right or remedy which the Purchaser may have, the Purchaser may terminate the Contract with immediate effect and without providing the Termination Notice Period to the Service Provider.

34.2 Without prejudice to the Purchaser's other rights of termination under this Contract, the Purchaser may terminate the Contract by written termination notice to the Service Provider with immediate effect:

- a) If the Purchaser determines (acting reasonably) in its sole opinion that a Service failure or failures have been so catastrophic as to constitute a fundamental breach of the Contract or the Service Provider has constantly or persistently failed to provide the Services in accordance with the Contract; or
- b) In the event that the Service Provider commits a Default and:
  - i. the Default has been specified in a Default Notice to the Service Provider and is capable of remedy but the Service Provider has failed or been unable to remedy or rectify the Default or situation giving rise to the Default as required by this Contract or the Default Notice, by such due date as outlined in the Default Notice; or
  - ii. the Default is, in the sole opinion of the Purchaser (acting reasonably), not capable of remedy.

34.3 Not Used.

34.4 Consequences of Termination. Where the Purchaser terminates the Contract in accordance with Clause 34.1 or 34.2, the Purchaser may recover from the Service Provider the amount of any loss suffered by the Purchaser resulting from the termination, including the administrative, tendering process and operational costs reasonably incurred by the Purchaser in making other (temporary or substantive) arrangements for the provision of the Services for the period of the earlier of twenty-four (24 months) or the period from the date stated on any



termination notice to the Expiry Date or such shorter period as may be agreed. Nothing in this Clause 34.4 shall relieve the Purchaser from its common law duty to mitigate such costs and expenses.

34.5 In the event that the Purchaser terminates the Contract in accordance with Clause 34.1 or 34.2, the Purchaser may:

34.5.1 Retain any sums due to the Service Provider by the Purchaser (which sums are hereinafter referred to as the "Sums") whether in terms of the Contract or otherwise. When the amount of the costs, damage and loss incurred or suffered by the Purchaser as a result of such termination of the Contract have been calculated (which amount is hereinafter referred to as the "Amount") then, in the event that the Amount:

- i. is less than the Sums, the Amount shall be deducted from the Sums, and the balance of the Sums paid over to the Service Provider by the Purchaser in full and final satisfaction of all debts owed by the Purchaser to the Service Provider; and/or
- ii. exceeds the Sums, the Purchaser may immediately recover from the Service Provider the amount of such excess, as a debt owed by the Service Provider to the Purchaser; and/or
- iii. exceeds the Sums, or any value of money is recoverable from or payable by the Service Provider, that sum may be deducted from any sum then due, or which at any later time may become due, to the Service Provider under this Contract or under any other contract or contract with the Purchaser or with any department, agency or Purchaser of the Crown.

34.5.2 Take possession of any vehicles, Prisoner records or data, materials, clothing, equipment or other goods loaned, hired or provided by the Purchaser to the Service Provider, or of which the Service Provider was given use by the Purchaser for the purposes of providing the Services.

34.5.3 In so far as legally permissible, exercise a lien over any Assets including vehicles, premises, IT systems and software (including the data therein which relates to the Services), materials, clothing or equipment, or other goods belonging to the Service Provider and used in connection with the provision of the Services until the Amount as owed to the Purchaser by the Service Provider in terms of Clause 34.6 has been ascertained and paid in full by the Service Provider to the Purchaser.

34.5.4 Direct the Service Provider during the Termination Notice Period regarding activities which have not been commenced (including any supply or services contracts to support delivery of the Services) to refrain from commencing those activities. The Purchaser shall give such direction within any notice period and the Service Provider shall:

- a) terminate on the date(s) reasonably requested by the Purchaser any orders for supply or services contracts to the extent that they relate to the portion of Services terminated;
- b) return to the Purchaser (where requested) all PCO certificates and/or identify cards or security control passes issued to the Staff or other Service Provider representatives. The procedure and timescales for the return of the PCO certificates and identification shall be agreed between the Service Provider and Purchaser failing which, such date shall be no later than 14 calendar days from the termination date issued by the Purchaser requesting the return; and
- c) promptly undertake any action that the Purchaser may issue concerning the safeguarding or disposal of files, documents, Prisoner records (in electronic or paper form), buildings or security keys, and other property of the Purchaser or Crown.

34.6 Not Used.

34.7 Not Used.

34.8 The Purchaser shall not be liable under Clause 34 to pay any sum which, when added to any sums paid or due to the Service Provider under the Contract, exceeds the total sum that would have been payable to the Service Provider if the provision of the Services had been completed in accordance with the Contract.

34.9 Termination in accordance with this Clause 34 shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to either the Service Provider or the Purchaser by virtue of statute, common law, or any other term of the Contract nor shall it affect the continued operation of Clauses 6, 7, 8, 11, 15, 16, 18, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 34, 36, 37, 38, 39, 45, 46 and 47.

### **35. ASSIGNATION AND SUB-CONTRACTING**

35.1 The Service Provider shall not assign, or sub-contract or otherwise transfer by any means whatsoever any rights or other interest to perform the Contract or any duty, function, liability, obligations or responsibility (or any part thereof) which it may have in or under the Contract without the prior written consent of the Purchaser.

35.2 The Service Provider shall also not sell, transfer, or relocate any physical Assets or assign any Vehicle Lease contracts or leases for premises which support and underpin the Services provided to the Purchaser to any third party without the prior written consent of the Purchaser.

35.3 No assignation, sub-contracting or other disposal or transfer of any right or interest or obligation which it may have in or under the Contract by the Service Provider shall have the effect of relieving it of the responsibility to perform any duty, function, liability, obligation or responsibility owed to the Purchaser in terms of the Contract, notwithstanding that the Purchaser has agreed to such assignation, sub-contracting or other disposal or transfer. The Service Provider shall remain at all times bound to fully implement the terms of the Contract and shall be liable for the acts and omissions of its assignees and sub-contractors as if they were acts and omissions of the Service Provider.

35.4 The Service Provider shall provide the Purchaser with a copy of any deed or agreement formally recording any assignation, sub-contracting or other disposal or transfer of any right or interest or obligation which it may have in or under the Contract if requested to do so in writing.

35.5 Where the Service Provider enters into any sub-contract in respect of the performance of the Services, it shall cause a term to be included in such sub-contract which requires payment to be made to the sub-contractor by the Service Provider of all sums due by the Service Provider in terms of such sub-contract within a specified period not exceeding 30 calendar days from receipt by the Service Provider of a valid invoice in respect thereof from the sub-contractor.

### **36. TRANSFER OF UNDERTAKINGS**

36.1 The Service Provider and Purchaser recognise the Transfer Regulations may apply in respect of the Contract and the provision of the Services by the Service Provider and that for the purposes of the Transfer Regulations, the undertaking concerned (or any relevant part of the undertaking) or service provision may:

- a) transfer to the Service Provider from an Existing Service Provider on the commencement of the Contract; and
- b) transfer to another service provider or the Purchaser, on the expiry or earlier termination of the Contract.

36.2 The Service Provider shall fully indemnify and hold the Purchaser harmless against all costs, expenses, liabilities, damages, awards and losses incurred by the Purchaser as a result of any claim or demand whatsoever and howsoever arising, incurred by the Purchaser including without limitation all legal expenses and other professional fees (together with any VAT thereon) which relates to the employment of or any substantial changes made or proposed by the Service Provider in the working conditions or terms of employment for any of the Employees which arose or occurred in the period between the date of this Contract and the earlier of the Expiry Date or the date of termination of the Contract inclusive, save to the extent that such claims arise from any act or omission of the Purchaser.

36.3 At any time during the Contract Term, including after the Purchaser has given notice to terminate the Contract or part of the Contract or following any of the occurrences specified in Clauses 34 or 50, and within 28 calendar days of being so requested by the Purchaser (or any prospective service provider for the purposes of competitive tendering), the Service Provider shall fully and accurately disclose to the Purchaser, prospective service provider or to any person nominated by the Purchaser all information relating to Staff engaged in providing the Services in relation to the Contract in particular, but not necessarily restricted to, the following:

- a) The total number and roles of personnel who are employed by the Service Provider and engaged wholly or mainly in the provision of services to the Purchaser;
  - b) For each person: age and gender; details of their salary, benefits and other remuneration; date of commencement of continuous employment; contracted hours of work (full or part time or Staff on retention); and pay settlements covering that person which relate to future dates but which have already been agreed and their redundancy entitlements (the names of individual members of staff do not have to be given);
  - c) Information about the other terms and conditions on which the affected staff are employed, or about where that information can be found;
  - d) Details of pensions entitlements, if any; and
  - e) Any other relevant information, such as on-going disciplinary procedures or litigation information.
- 36.4 The Service Provider shall permit the Purchaser, any prospective service provider or any other person nominated by the Purchaser to use the information provided under Clause 36.3 for the purposes of the Transfer Regulations, re-tendering or if the Services are to be delivered by the Purchaser. The Service Provider will fully co-operate with the re-tendering of the contract by allowing the transferee(s) a reasonable opportunity to communicate with and a reasonable opportunity to meet the affected Staff and/or their representatives.
- 36.4A The Service Provider's obligations under 36.3 and 36.4 are subject to its obligations under Data Protection Legislation.
- 36.5 The Service Provider agrees to indemnify the Purchaser fully and to hold it harmless at all times from and against all actions, proceedings, claims, expenses, awards, costs and all other liabilities whatsoever in any way connected with or arising from or relating to the provision of information under Clause 36.3 or the Transfer Regulations being inaccurate.
- 36.6 In the event that the information provided by the Service Provider in accordance with Clause 36.3 becomes inaccurate, whether due to changes to the employment and personnel details of the affected Staff made subsequent to the original provision of such information or by reason of the Service Provider becoming aware that the information originally given was inaccurate, the Service Provider shall notify the Purchaser of the inaccuracies and provide the amended information. The Service Provider shall be liable for any increase in costs the Purchaser incurs as a result of the inaccurate or late production of data.
- 36.7 The Purchaser (and any alternative service provider notified to the Service Provider) shall be entitled to commission and undertake its own or an independent review and verification of the employee liability information required under the Transfer Regulations provided by the Service Provider prior to or following the Expiry Date or termination notified to the Service Provider. Such verification may include visiting Service Provider premises to review documents, and discussions and interviews with Service Provider personnel.
- 36.8 Where (i) the Service Provider ceases (for whatever reason) and whether directly or indirectly to provide any Service under this Contract and (ii) any contract of employment with any person thereupon has effect as a result of the application of the Transfer Regulations as if originally made between such person (a "Transferring Employee") and the Purchaser or a future provider of the Services (a "future service provider"):
- 36.8.1 From the date of the earliest of (i) receipt of a notification from the Purchaser to terminate the Contract; or (ii) the date which is 12 months before the Expiry Date or any renewal term, the Service Provider agrees that it shall not without the prior written consent of the Purchaser, assign any person to the provision of the Services (or the relevant part) which is the subject of a relevant transfer under the Transfer Regulations and shall not without the prior written consent of the Purchaser (such consent not to be unreasonably withheld or delayed):

- a) increase the total number of employees assigned to providing the Services save for fulfilling assignments and projects previously scheduled and agreed with the Purchaser;
- b) make, propose or permit any changes to the terms and conditions of employment of any Staff;
- c) increase the proportion of working time spent on the Services (or the relevant part) by any of the Staff save for fulfilling assignments and projects previously scheduled and agreed with the Purchaser; and
- d) introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any Transferring Employee.

36.8.2 The Service Provider shall fully indemnify and hold the Purchaser and a future service provider harmless against all costs, expenses, liabilities, damages, awards and losses incurred by the Purchaser or a future service provider as a result of any claim or demand whatsoever and howsoever arising, incurred by the Purchaser or a future service provider including without limitation all legal expenses and other professional fees (together with any VAT thereon) by any Transferring Employee (and/or any trade union or any other body or person representing any Transferring Employee) which relates to acts or omissions of the Service Provider in the period from prior to the date from which the transfer of such contract of employment has such effect (the "Relevant Transfer Date"), to the Purchaser or a future service provider, save to the extent that such claims arise from any act or omission of the Purchaser and/or the Existing Service Provider including, without limitation, any request or requirement by the Purchaser to amend terms of employment or working conditions. The Service Provider shall indemnify the Purchaser and any future service provider in respect of any claims arising from any act or omission of the Service Provider in relation to any other Staff who is not a Transferring Employee during any period whether before, on or after the Relevant Transfer Date. The Service Provider will, if required by the Purchaser, at the cost of the Service Provider enter into a deed of indemnity in order to provide a future service provider with the same protection given to the Purchaser under this Clause; and

36.8.3 The Purchaser shall fully indemnify and hold the Service Provider harmless against all costs, expenses, liabilities, damages, awards and losses incurred by the Service Provider as a result of any claim or demand by any Transferring Employee (and/or any trade union or any other body or person representing any such Transferring Employee) which relates to (i) circumstances or events arising or occurring on or after the Relevant Transfer Date, (ii) a failure by the Purchaser to comply with its obligations under Regulation 10(3) of the Transfer Regulations or (iii) any substantial change made or proposed by the Purchaser in the working conditions of any of the Transferring Employees which is alleged to be detrimental to such employees.

36.9 The provisions of this Clause shall apply during the continuance of the Contract and indefinitely after its expiry or termination.

## **37. NOTICES**

37.1 Except as otherwise expressly provided within the Contract, any notice given under or pursuant to the Contract must be in writing.

37.2 Any notice issued in terms of this Contract shall be sent by hand, first class post, recorded delivery or electronic communication (as defined by the Electronic Communications Act 2000). Such notices shall be addressed:

37.2.1 The Purchaser:

The Head of Procurement Policy & Services,  
Scottish Prison Service,  
Calton House,  
5 Redheughs Rigg,  
Edinburgh,  
EH12 9HW

and copied to the SPS Head of Prison Services and Contracts at the same address, or:

37.2.2 The Service Provider:

Managing Director,  
GEOAmev PECS Ltd (07556404),  
The Sherard Building,  
Edmund Halley Road,  
Oxford,  
OX4 4DQ

or, in both cases, at or to such other address as shall have been last notified in writing to the other party for the purposes of this Clause 37.

- 37.3 Notice shall be deemed to be given on the day when in the ordinary course of the means of transmission it would have been received by the addressee in normal business hours.
- 37.4 The Service Provider shall notify the Purchaser immediately in writing of any change in ownership that is required to be notified to the Stock Exchange under their regulations, and any changes to senior management personnel or key operational personnel. The Service Provider shall also notify the Purchaser immediately in writing following the occurrence of any of the events set out in Clause 34.1.

### **38. DISPUTE RESOLUTION**

- 38.1 Where there are any differences or questions between the Purchaser and Service Provider with respect to any matter arising out of or relating to performance of the Contract, other than a matter or thing as to which the decision of the Purchaser is explicitly stated under the Contract to be final and conclusive or under the Purchaser's sole discretion, the parties shall in good faith attempt to reach agreement through discussion within a period of no more than the Dispute Resolution Period.
- a) Differences or questions shall in the first instance be referred (that day or the next working day) to the Purchaser's Contract Manager or by the Service Provider's Contract Manager (or vice versa) by telephone, electronic communication and/or by face to face meeting for discussion and resolution.
- b) If the matter is not resolved, the matter will be referred to the next level of the Purchaser and the Service Provider's management who will discuss and attempt to resolve the matter within 24 hours of such escalation.
- c) If the matter is not resolved, the escalation will continue with the same maximum 24 hour time intervals through two (2) more levels of management.

The Service Provider shall ensure that it continues to meet all its contractual obligations during any ongoing dispute and, if the unresolved matter is having a serious effect on the Services, the parties will use reasonable endeavours to reduce the Dispute Resolution Period and elapsed time in completing the process. Neither party may initiate any legal action unless such party has reasonable cause to do so to avoid damage to its business or to protect or preserve any right of action it may have.

- 38.2 The parties acknowledge that any disputed amounts, or any element of the Price which is withheld or reduced by the Purchaser following the Purchaser or Crown being required (following written notice given by the Purchaser to the Service Provider) to make alternative arrangements with a third party to carry out or perform all, or part(s) of the Services may, if the Service Provider so wishes, become subject to the Dispute Resolution procedures in this Clause 38.
- 38.3 The Service Provider shall not unreasonably seek to enter into dispute or arbitration procedures where there exists reasonable evidence of failures of operational or Service performance as detailed in the Contract.
- 38.4 Where no agreement can be reached within the Dispute Resolution Period, either party shall be entitled to refer the matter to a single arbiter to be mutually agreed and chosen by the parties for that purpose or if the parties are unable to agree as to the appointment of an arbiter, chosen by the President for the time being of the Law

Society for Scotland on the application of either party. The arbitration shall be seated in Scotland under the laws of Scotland, and the Arbitration (Scotland) Act 2010 shall apply.

- 38.5 The Service Provider may only initiate legal action against the Purchaser when the dispute resolution procedure in Clause 38.1 has been exhausted or where the Purchaser has refused to submit to arbitration. However, nothing in this Clause 38 shall prohibit the Service Provider from bringing legal proceedings forthwith against the Purchaser for the late payment of the Price which have not previously been disputed by the Purchaser, provided that the Service Provider has notified in writing the Purchaser's Head of Finance with detail of any non-payment of the Price 30 calendar days after the due date and again at 60 calendar days after the due date.

#### **39. INSPECTION OF PREMISES AND NATURE OF SERVICES**

- 39.1 The Service Provider is deemed to have inspected the Premises before tendering so as to have understood the nature of the requirements in relation to the Services to be undertaken and satisfied himself in relation to all matters connected with the Premises including security, means of communication and access. No claim by the Service Provider for additional payment will be allowed on the grounds of any misunderstanding or misinterpretation in respect of any such matter. Nor shall the Service Provider be released from any risks or obligations imposed on him or undertaken by him under the Contract on any such grounds; or, subject to Clause 44 (Force Majeure), on the grounds that he did not, or could not, foresee any matter which might affect, or have affected, the provision of the Services.

#### **40. NON-EXCLUSIVITY**

- 40.1 Nothing in this Contract shall be construed as creating an exclusive arrangement with the Service Provider for the provision of Services as specified in this Contract and the Purchaser specifically reserves the right to enter into any other agreement for the provision of those Services.

#### **41. USE OF PREMISES AND FACILITIES**

- 41.1 The Purchaser shall make available to the Service Provider without charge, access to the Premises and designated areas within the Premises which are reasonably necessary to enable performance of the Services by their Staff.

41.1.1 The right to access the Premises to facilitate the Services and to use existing equipment and fixtures provided by the Purchaser, the Crown or any of the Criminal Justice Partners shall be personal to the Service Provider, and solely for the purpose of providing the Services. The Service Provider shall not assign or transfer in any manner whatsoever these rights to any third party. Access to the Premises and use of the facilities by the Service Provider shall create not any tenancy or other rights in favour of the Service Provider.

41.1.2 The Service Provider shall ensure that its Staff or representatives comply with all reasonable directions given to it by the Purchaser or controller of the relevant Premises relating to working within the Premises, and the use of any fixtures or equipment provided. The Service Provider may, with the agreement of the controller of the Premises, locate reasonable quantities of operational equipment (such as First Aid kits, handcuffs or similar) in the Premises to support the Services. The Service Provider shall not alter or modify any part of the Premises, fixtures and other equipment provided under this Contract without the prior written consent of the controller of the relevant Premises.

41.1.3 The Purchaser shall provide at the Premises water, gas, electricity and heating fuel as appropriate free of charge to the Service Provider for its reasonable requirements and to discharge its functions under the Contract. The Service Provider shall take all reasonable precautions to ensure due economy in the use of such services and will comply with all directions on economy given by the Purchaser or controller of the Premises.

- 41.2 The Service Provider shall ensure that the Services and its activities reflect compliance with the relevant workplace and equipment regulations including, but not limited to, the Management of Health & Safety Regulations 1999, the Workplace (Health & Safety and Welfare) Regulations 1992, and the Provision and Use of Work Equipment Regulations 1998 (as amended) as applicable to Staff, Prisoners and other persons within the Premises. Any work equipment provided by the Service Provider to its Staff shall comply with the relevant regulations for that type of equipment.



- 41.3 The Service Provider will notify the controller of the Premises and the Purchaser of any identified or assessed risks with regard to the areas of the Premises within which the Staff undertake the Services, any equipment or fixtures provided in the Premises or where, in the opinion of the Service Provider, such facilities are, or become, unsatisfactory including through Prisoner actions.
- 41.4 Where areas of the Premises where the Staff undertake the Services, fixtures or other equipment are identified as not of a reasonable satisfactory standard and maintenance or repair is the responsibility of the Purchaser, the Crown, or one of the Criminal Justice Partners, the Service Provider shall agree the terms of any actions with the Purchaser and the respective controller of the relevant Premises. This may include temporary relocation or prohibition of use, removal or substitution of fixtures and equipment from the Services, remedial activity timescales, or other factors relevant to the identified issue.
- 41.5 Nothing in this Contract shall require the Service Provider to undertake the replacement, repair or renewal of the Premises (including the internal fabric of any building), fixtures or equipment made available by the Purchaser or Crown unless the requirement for replacement, repair or renewal arises or is caused by virtue of the Default, or the negligent or wilful act or omission of the Staff or representatives of the Service Provider.
- 41.6 If there is any loss or damage caused to the Premises, fixtures or equipment which arises or is caused by Service Provider Failure, Default or other negligent or wilful act or omission by the Service Provider, the Purchaser may arrange for the repair or re-instatement of the damage to the Premises, fixtures or equipment at the Service Provider's expense, or require the Service Provider without delay to reinstate, replace or make it good to the reasonable satisfaction of the Purchaser.

If the Purchaser requires the Service Provider to reinstate, replace or make good any such loss or damage, the Service Provider must bear the cost of doing so, except that the Purchaser will pay him (as appropriate) the reasonable proportion of the cost for making good any loss or damage wholly or partly caused by the neglect or default of the Purchaser, any Criminal Justice Partner, or a servant of the Crown acting in the course of his official duties.

For the avoidance of doubt, the Purchaser or Crown will normally, following notification to the Service Provider, arrange any minor repairs to damage to the fabric and structure of the Premises caused by Service Provider Default or take action at the Service Provider's expense. Any material loss or damage would be considered and addressed within the context and provisions of the Service Provider's obligations under Clause 27.

- 41.7 At, or following, the Expiry Date or at the date stated in any notice of termination, the Purchaser shall cease to make available to the Service Provider, access to the Premises, any equipment and all other facilities made available by the Purchaser to the Service Provider under this Clause 41 or otherwise. The transfer of the Services to the Purchaser or another service provider shall be arranged between the Purchaser and the Service Provider so as to reduce to a minimum any interruption in the availability of the Services.
- 41.8 Where the Purchaser issues, hires or provides Purchaser Property to the Service Provider, the Purchaser Property remains at all times the property of the Purchaser. The Service Provider undertakes the due return of the Purchaser Property and as such is liable for all loss of, or damage to, the Purchaser Property (excluding wear and tear). The Service Provider must notify the Purchaser promptly and, in any event within 2 Working Days, upon becoming aware of any defects appearing in or losses or damage occurring to the Purchaser Property.

## **42. SERVICE PROVIDER PREMISES, VEHICLES AND EQUIPMENT**

- 42.1 The Service Provider shall, subject to Clause 41, be responsible for the provision of the Assets, materials or supplies required for the purposes of enabling the Service Provider to undertake and fully perform the Services in accordance with this Contract.
- 42.2 The Service Provider shall, in addition to the provisions of Schedule B, ensure that throughout the Contract Term, vehicles are serviced regularly in accordance with the manufacturer's recommendations and any requirements of the Leasing Company and that the interior and exterior of the vehicles are maintained in a safe, good condition relative to its age, mileage and the purpose for which it is used in the provision of the Services. The Service Provider shall not garage any vehicles or store any equipment which is faulty, awaiting repair or servicing at the

Premises. Any faulty items shall, where necessary to ensure effective delivery of the Services, be repaired or replaced with serviceable items at the earliest opportunity.

- 42.3 Notwithstanding the provisions of paragraphs H7.1 and H7.1.1 of Schedule B, if at any time during the Contract Term the Service Provider, as a result of a variation agreed under Clause 13, requires to update the vehicle fleet types and profile and either re-new or enter into any new Vehicle Lease, rental or maintenance arrangement(s), or to re-new, extend or form new lease or rental agreements for premises to ensure that it can continue to provide the Services in accordance with the Contract, and the duration of such arrangements extends beyond the Expiry Date, the following provisions shall apply. The Service Provider shall:
- 42.3.1 Notify the Purchaser of such intention in writing and provide it with full details and terms of the proposed revised or new arrangements in order to agree the term of such arrangements with the Purchaser; and
- 42.3.2 Not enter into revised or new lease, rental or maintenance arrangements for vehicles or premises unless the arrangements have been approved in writing by the Purchaser (and any such approval shall not be unreasonably withheld or delayed).
- 42.4 The Service Provider shall ensure that any lease, rental and maintenance agreements for premises or vehicles which are solely for the provision of these Services include a provision which, at any time during the period of these agreements including upon termination or expiry of the Contract, permit the novation for the remaining term of the agreement and the assignment of the benefit and obligations of the lessee under the agreement to either the Purchaser, or an alternative service provider which has entered into a contract with the Purchaser to provide services which require the use of the premises, or the vehicles for the transportation of Prisoners.
- 42.5 At any time during the Contract Term, including after the Purchaser has given notice to terminate the Contract or following any of the occurrences specified in Clause 34.1 affecting the Service Provider, and within 20 calendar days of being so requested by the Purchaser or any prospective service provider for the purposes of competitive tendering, the Service Provider shall fully and accurately disclose to the Purchaser, prospective service provider or to any person nominated by the Purchaser all information relating to the vehicles used to provide the Services in relation to the Contract including but not limited to the vehicle fleet profile, Vehicle Lease information and maintenance details/arrangement(s).

#### **43. DELAY(S) TO THE IMPLEMENTATION PROGRAMME**

- 43.1 The parties acknowledge that time is of the essence in respect of the Implementation Programme, and that the Service Provider shall demonstrate to the Purchaser its readiness to fully implement the Services in accordance with the Implementation Programme and to commence the Services on the Go Live Date.
- 43.2 If, in the opinion of the Purchaser, the Service Provider fails to make itself and the Staff, vehicles or other resources available to complete the Implementation Programme by the due date(s) the Purchaser may investigate and establish the reasons for such failure. The Purchaser may, at its sole discretion, either serve written notice including an Improvement Notice or a Default Notice to the Service Provider requiring the Service Provider to take such action as the Purchaser may reasonably require to bring the Implementation Programme up to schedule or revise the timescales and order of the Implementation Programme. If the Purchaser revises the timescales of the Implementation Programme, the Service Provider will implement the Implementation Programme as so revised.
- 43.3 If the Service Provider fails to implement the Services in full on the Go Live Date the Service Provider shall pay to the Purchaser the Liquidated Damages for each day of the period from the Go Live Date to the actual date (as agreed by the Purchaser) of the implementation in full. Such sum shall be paid as liquidated and ascertained damages by the Service Provider to the Purchaser on a monthly basis within 5 working days of the last day of each month where a delay in implementation has occurred.

#### **44. FORCE MAJEURE**

- 44.1 If either party is affected by Force Majeure it shall forthwith notify the other party of the nature and extent thereof.



- 44.2 Neither party shall be deemed to be in breach of this Contract or otherwise be liable to the other, by reason of any delay in performance, or non-performance, of any of its obligations hereunder to the extent that such delay or non-performance is due to a Force Majeure event of which it has notified the other party and the time for performance of that obligation shall be extended accordingly.
- 44.3 If the Force Majeure in question prevails for a continuous period in excess of six months, the parties shall enter into bona fide discussions with a view to alleviating its effects, or to agreeing upon such alternative arrangements as may be fair and reasonable.

#### **45. TEMPORARY AND TRANSITIONAL ARRANGEMENTS**

- 45.1 If the Service Provider fails to comply and remedy the requirements stated in a Default Notice, or the Purchaser terminates the Contract in accordance with Clause 34, the Purchaser may either exercise temporary step-in rights to perform the Services or parts of the Services itself, or engage another service provider to ensure transitional continuity for such period as the Purchaser may reasonably require or to undertake the substantive performance of the Services. The Service Provider hereby grants to the Purchaser all necessary step-in and transitional rights as the Purchaser may require to:
- 45.1.1 Use the Assets and Staff used by the Service Provider to provide the Services;
- 45.1.2 Engage on whatever basis as the Purchaser may deem fit, the Staff used to provide the Services; and
- 45.1.3 Subject to the provisions of Clause 26, utilise developed IT systems & software, and operating systems, instructions or other such material containing Service Provider or third party Intellectual Property Rights to maintain and support the Services.
- 45.2 The Service Provider shall ensure that its agreements and contracts for Assets used in the Services (whether the property of, or leased or rented to, the Service Provider, or subject to finance agreements with third parties) which would be required to support or enable continued performance of the Services by the Purchaser or a nominated alternative service provider, contain the appropriate necessary provisions to enable immediate step-in and beneficial access to the Assets ahead of any subsequent transfer of the ownership of the Assets to the Purchaser or its nominated alternative service provider following any of the events in Clause 45.1. The Service Provider shall also ensure that such contract(s) contain a provision enabling the Purchaser or its nominated alternative service provider to be provided with the first opportunity to step-in or purchase the relevant Assets should the third party terminate the contract for breach of contract or insolvency of the Service Provider. For the avoidance of doubt, the Service Provider shall also ensure that the Purchaser or its nominated service provider have the option to purchase Service Provider Assets in accordance with Clause 46.
- 45.3 The Service Provider shall, following the Purchaser implementing the provisions of Clause 45.1 or 45.2, demonstrate to the Purchaser that it is capable of resuming and providing full and effective provision of the Services (or such part thereof) in accordance with all the provisions of the Contract. The Service Provider shall, following Purchaser acknowledgement and agreement of a transition plan, then re-engage and resume the provisions of Services or such part thereof.

#### **Transition Period**

- 45.4 Upon the expiry or termination of the Contract (whichever comes first), for any reason whatsoever, and if so requested by the Purchaser, the Service Provider shall work for and co-operate with the Purchaser for a period of up to 12 months from the date of expiry or termination of the Contract, as may be determined by the Purchaser (the "Transition Period") to ensure an orderly and efficient transition of provisions of the Services (or part of them) by the Service Provider to the provision of services by the Purchaser or some other service provider. At the beginning of the Transition Period the Service Provider shall provide to the Purchaser all records, documents (including those providing historical data about Prisoner Movements) and access to the Service Provider routing and logistics system necessary to continue the operation of the Services.
- 45.5 During the period throughout which the Purchaser exercises the rights provided in Clause 45.1.1 and 45.1.2, or during the Transition Period:

- 45.5.1 The Service Provider (or any third party owner of the Assets) shall provide to the Purchaser the information required under Clause 36, and Clause 46 in a form acceptable to the Purchaser within an agreed time period or, failing which, no later than 30 calendar days from the date of any Purchaser notice requesting information; and
- 45.5.2 The Purchaser shall pay to the Service Provider the reasonable costs (as determined by the Purchaser at its sole discretion) of the Service Provider for the provision and use of such Assets including but not limited to any Vehicle Lease costs, and an agreed sum to reflect depreciation of the Assets on a basis consistent with the Service Provider's depreciation policy in force at the date of termination.
- 45.6 Any sums calculated and due to the Service Provider in accordance with this Clause 45 shall not exceed the sum of the Prices for the provision of the same Services over a similar time period immediately prior to any notice served under this Clause 45 or Clause 34.
- 45.7 The Service Provider shall ensure that it continues to maintain, repair and support the Assets and other physical resources utilised in the provision of the Services in accordance with the routine and normal maintenance schedules for that that type of Asset, that it protects the Assets from damage, and that it does nothing which would adversely affect or diminish the Assets provided to perform or support the Services. The Service Provider shall also ensure that, following any step-in arising under this Clause 45 (Temporary and Transitional Arrangements) or Clause 46 (Purchase and Handover of Assets), that it maintains and ensures continuity of all relevant sub-contracts, agreements, or licences which support or enable the Services during any Transition Period.
- 45.7.1 Where the provisions of Clause 45 or Clause 46 are implemented by the Purchaser, the Service Provider shall obtain the prior approval of the Purchaser to implement any changes or revisions to the Assets or new releases of Service Provider IT systems & software that are inherently part of the Services. The Purchaser reserves the right to reject changes and insist that the Service Provider maintain the existing Assets or IT systems/software platform during any Transition Period.
- 45.8 Nothing in Clause 45 or Clause 46, shall be taken as limiting or restricting any right or remedy that the Purchaser may have in respect of any Default by the Service Provider.

## **46. PURCHASE AND HANDOVER OF ASSETS**

- 46.1 Where, at any time during the period of this Contract, or at any time up to 6 months following the date of expiry or date of termination of the Contract, the Purchaser elects to consider or exercise the rights conferred by Clause 45, the Service Provider or the relevant third party owner of the Assets shall provide to the Purchaser in writing such information as the Purchaser may reasonably require (including location, condition, valuation, specification, etc.) relating to the Assets utilised in the provision of the Services. For the avoidance of doubt, any valuation, sale or transfer of Assets and physical resources will be on 'as seen' basis, for a price reflecting fair market value of the Assets, but shall exclude any valuation attached by the Service Provider to intangibles, including but not limited to goodwill, and intellectual property. The Service Provider shall also provide details of all relevant sub-contracts, agreements, or licences which support or enable the Services including the specification, terms and conditions and the expiry date of such agreements. The Service Provider shall release this information to the Purchaser as soon as possible and no later than 10 calendar days from the Purchaser's request.

The information shall indicate the extent to which any of the above Assets may, upon termination or expiry of the Contract, be utilised by the Service Provider elsewhere within its organisation, and those which may be available for continued operation of the Services through sale or transfer to an alternative service provider or to the Purchaser (the "Handover Assets").

- 46.2 The Purchaser shall be entitled to commission and undertake its own or an independent review and valuation of the Service Provider's Handover Assets prior to either including such information in an invitation to tender or entering negotiations with the Service Provider for the potential acquisition or transfer of such Handover Assets. The Service Provider shall fully co-operate and facilitate such valuation activity by the Purchaser and shall, if applicable, allow other potential service provider(s), the Purchaser or representatives of the Purchaser to view and assess the Handover Assets that may be subject to transfer or sale both prior to, or following, the date of

contract expiry or termination notified to the Service Provider. The Purchaser may elect to give such information provided to it by the Service Provider in accordance with the above Clause to any firm, company, person, government body, or other legal entity invited to tender or provide the Services or any part thereof.

46.3 The Service Provider may undertake its own or an independent review and valuation of the Handover Assets prior to either providing such information to the Purchaser or entering negotiations with the Purchaser or another service provider notified by the Purchaser to the Service Provider in respect of the potential sale or transfer of the physical resources necessary to undertake the Services.

46.4 The parties may, by agreement, elect to utilise a single or nominated organisation(s) for the purposes of obtaining valuations of the physical resources and Assets. Such organisation(s) may be nominated by either of the parties or failing agreement on such nomination, nominated by a single arbiter determined by the parties through the application of Clause 38.4. Where an arbiter is appointed the parties agree to submit to the appointment of a nominated valuer and to accept the findings of the valuer as a basis for subsequent negotiation.

46.4.1 The Service Provider shall notify the Purchaser (and the valuer) immediately (or within a maximum of 5 calendar days thereafter) of any accident, incident or action (including sale or transfer of physical resources or Handover Assets by the Service Provider to other parts or related companies within its organisation, or a third party) which has or may have affected the valuations provided. The valuer and the Purchaser shall be entitled to adjust the agreed valuation to reflect the extent of the effect upon the Handover Assets.

46.5 The Service Provider shall ensure that it continues to maintain and repair the premises, vehicles or other equipment in accordance with the routine and normal maintenance schedules for that that type of asset, that it protects the Handover Assets from damage, and that it does nothing which would adversely affect or diminish the Handover Assets during or following any valuation activity arising under this Clause 46 or following any step-in arising under Clause 45. Not less than 6 weeks before the date when any vehicles are to be transferred from the Service Provider pursuant to this Clause 46, the parties shall attend a joint inspection of all transferring vehicles in order to agree on the condition of those vehicles.

46.5.1 The Service Provider shall ensure that any premises, vehicles or other equipment which are to be transferred from the Service Provider to the Purchaser or an alternative service provider, are in good structural and operative condition. In the case of vehicles, this will include ensuring full compliance with the terms of the Leasing Company and Vehicle Lease at the moment when it is transferred and that vehicles are fit in all respects for immediate use.

46.5.2 The Service Provider shall be responsible for payment of all costs of repair in respect of any damage sustained to any premises or vehicles during the period of its possession by the Service Provider, fair wear and tear excepted. Such damage includes damage resulting from any accident, from any deliberate or negligent misuse of the vehicle by any person, or remedial work required in accordance with the Vehicle Lease including, but not limited to, the following however caused:

- a) Cuts, tears, stains, or burns to the interior;
- b) Exterior dents, untreated rust or scratches;
- c) Damage or remedial work required to make good the condition of the vehicle following removal of Service Provider communications equipment logos or insignia or caused by the removal of accessories;
- d) Cracks, chips or other damage to the windows, windscreens, light lenses, headlamp glass or mirrors;
- e) Damage to the sidewalls of tyres caused by kerbing; or
- f) Remedial work previously carried out to an unsatisfactory standard.

- 46.6 Where any Handover Asset to be sold or transferred is leased or licensed, then the Service Provider shall at the request of the Purchaser, join with the Purchaser in taking the necessary steps and action to assign, novate, sub-lease or sub-license (as appropriate) such leases or licenses to the Purchaser or an alternative provider of the Services who has entered into a contract with the Purchaser to provide the Services on or after the expiry or termination of the Contract. The parties will ensure that any such novation is on terms that the Service Provider is fully released from all obligations arising under the relevant vehicle or premises lease after the completion of the novation.
- 46.7 Where a valuation of Handover Assets has been obtained under Clause 46.1 or 46.3, the Purchaser or an alternative provider of the Services may, by written notice to the Service Provider, elect to purchase such of these as it may specify in the notice, at the requisite value(s) established by the parties through dialogue or the application of Clause 46.4. The Service Provider shall be obliged to sell these Handover Assets, and transfer title or the benefit and obligation to utilise the Handover Assets to the Purchaser or alternative provider of the Services, as the case may be, on that basis by specified date(s).

For the avoidance of doubt, and irrespective of any valuations conducted in accordance with Clause 46.1 to 46.3, the Purchaser or an alternative service provider is not obliged to purchase, lease, rent, licence, sub-lease the equipment, vehicles or Assets of the Service Provider following expiry or termination of the Contract. Any sums due, or paid, will be adjusted to reflect fair adjustment for any repair or maintenance activities in progress at the date of transfer providing that the Service Provider has previously indicated this potential liability in writing to the Purchaser or alternative service provider.

- 46.8 Not less than 6 weeks before the date when the vehicle is to be transferred from the Service Provider, the Service Provider shall inform the Purchaser and the alternative service provider whether any radio communications equipment in the vehicle shall remain in the vehicle and if so the Service Provider shall make arrangements with the alternative service provider to ensure that the operating frequency can be altered to any new operating frequency. At the time when a vehicle is transferred from the Service Provider to the Purchaser or an alternative service provider, the Service Provider shall:

46.8.1 Read the odometer of the vehicles. The reading shall be compared with any mileage threshold or limit stipulated by the Leasing Company for the period of time in which the vehicle has been in operation. The Service Provider shall be responsible for payment to the Leasing Company of any excess mileage charge up to the date when the vehicle is transferred;

46.8.2 Ensure that the Service Provider's name or other insignia which are personal to the Service Provider shall be removed from the vehicles interior and exterior, to enable any alternative service provider to install new insignia and that any items of property or equipment which are personal to the Service Provider are removed; and

46.8.3 The Service Provider shall also maintain in force any guarantees applicable to any vehicles or equipment and shall provide details of any extant guarantees on request to the Purchaser and further shall take any necessary steps it reasonably can to assign the remaining rights in any extant guarantees to the Purchaser or to an alternative service provider identified to them by the Purchaser if requested to do so.

- 46.9 The Service Provider irrevocably waives any right of confidentiality and consents to the disclosure of the information provided in terms of the provisions of Clause 46.1 to 46.4. The Service Provider shall ensure that the conditions of any rental, lease or finance agreement for equipment or vehicles for the Services are such that the Service Provider will be entitled to release to the Purchaser, and the Purchaser shall be entitled to release to third parties in terms of this Clause 46, information which may otherwise be confidential.

- 46.10 Any dispute between the Service Provider, the third party owner of the Handover Assets and the Purchaser or alternative service provider relating to the condition of vehicles or other Assets at the expiry or termination of the Contract which is not resolved by negotiation between the Purchaser, the Service Provider or the third party owner of the Handover Assets shall be referred for determination by an expert or suitably qualified person in accordance with Clause 38. The relevant parties shall provide all assistance, documents and information that the expert may require. The costs of this process shall be borne equally by the parties unless otherwise directed by the arbiter.

#### **47. GOVERNING LAW**

- 47.1 This Contract shall be governed by and construed in accordance with Scots law and the Service Provider hereby irrevocably submits to the jurisdiction of the Scottish courts. The submission to such jurisdiction shall not (and shall not be construed so as to) limit the right of the Purchaser to take proceedings against the Service Provider in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not.

#### **48. PERFORMANCE SECURITY**

- 48.1 The Service Provider will provide Parent Company Guarantees at Part 3 of Schedule A to support and underpin the obligations and performance of the Contract signed by a duly authorised signatory of each Parent Company within 14 calendar days of the Commencement Date. Where the Service Provider fails to provide an appropriate Parent Company Guarantee (as per Part 2 of Schedule A), then the Service Provider shall be in Default and Purchaser shall be entitled to take the necessary actions including termination of the Contract.

#### **49. COMPLIANCE WITH THE LAW**

- 49.1 The Service Provider shall, in supplying the Services and all other obligations incumbent upon it in terms of this Contract, comply in all respects with, and shall ensure its Staff comply with, all relevant Legislation (including statutory instruments, orders, rules and regulations) and all relevant byelaws, regulations, rules or orders made by any appropriate local or regulatory authority or body as may from time to time be applicable.
- 49.2 The Service Provider shall obtain and comply with, and shall ensure that the Staff, agents, and representatives of the Service Provider comply with, the terms of all consents, licences, and permissions from any appropriate local or regulatory authority (including, but not restricted to, any Government agency, branch or department) which are necessary for the provision of the Services or the performance of any other obligation under the Contract.

#### **50. BREAK**

- 50.1 The Purchaser may end the Contract at any time by giving not less than 12 months' notice to the Service Provider.
- 50.2 This Clause shall not be enacted before three (3) years from the Go Live Date.
- 50.3 In the event that the Purchaser terminates the Contract in accordance with Clause 50.1, the Purchaser shall be liable to pay to the Service Provider such sum as shall represent its agreed costs ("Break Costs") provided that the Service Provider takes immediate and reasonable steps, consistent with the obligation to provide the Services during the period of notice, to terminate all contracts with sub-contractors on the best available terms, to cancel all capital and recurring cost commitments, and to reduce the Service Provider's equipment and labour costs as appropriate. In the above circumstances, the Purchaser shall be liable in respect of the following items by way of Break Costs, excluding any loss of profit incurred by the Service Provider as a result of the termination and any costs associated with Staff (whether related to redundancy, redeployment or otherwise) other than the Redundancy Costs:
- 50.3.1 The unpaid Prices due to the Service Provider in accordance with Clause 20 for Services carried out in accordance with the Contract up to the date of such termination less the appropriate Service Credits;
- 50.3.2 The Prices (less the appropriate Service Credits) due to the Service Provider in accordance with any transitional arrangements under Clause 45 for all the Services carried out in accordance with the Contract; and

- 50.3.3 Subject to the presentation of evidence to the reasonable satisfaction of the Purchaser, the actual unamortised costs of the Service Provider together with all other reasonable financial costs suffered by the Service Provider, including Redundancy Costs, as a direct result of such termination.
- 50.3A The Purchaser may request an estimate of the Service Provider's Break Costs (a "Request for Estimate") at any time during the Contract Term provided that no more than 2 Requests for Estimate may be issued in any 6 month period. The Service Provider shall within 20 working days of receiving the Request for Estimate (or such other timescale agreed between the parties), provide an accurate written estimate of the Break Costs that would be payable by the Purchaser based on a postulated termination date specified in the Request for Estimate. The written estimate shall state the period for which the estimate remains valid, which shall be not less than 20 working days. If the Purchaser terminates the Contract in accordance with Clause 50.1, the Service Provider shall use the same mechanism to calculate the proposed Break Costs as was detailed in the estimate unless otherwise agreed in writing between the Service Provider and the Purchaser.
- 50.3B For the purposes of Clause 50.3 the Service Provider shall submit to the Purchaser, within 20 working days after service of the notice, a fully itemised and costed list, with supporting evidence, of all Break Costs incurred by the Service Provider as a result of the termination of the Contract, or the termination of any part of the Services, to be updated only in respect of ongoing costs each week until the Contract is terminated. The Purchaser shall approve the Break Costs within 180 working days of receiving the itemised and costed list or the matter shall be subject to the dispute resolution procedure under Clause 38.
- 50.3C In no circumstances shall the costs set out in Clause 50.3A exceed the Early Break Costs submitted by the Service Provider set out in Part 3 of Schedule C.
- 50.4 Any remedy given by the Purchaser under Clause 50 is subject to the Service Provider:
- 50.4.1 taking all reasonable steps to mitigate its loss; and
  - 50.4.2 taking all reasonable steps to recover its losses under any insurance policies held by it.
- 50.5 Except as provided for in Clauses 27.1, 50.3 and 50.4 no indemnity is given or special payment is to be made by either party to the other party on expiry or termination of the Contract.
- 50.6 Any payment made to the Service Provider pursuant to this Clause 50 shall be in full and final settlement of any claim, demand and/or proceedings of the Service Provider in relation to any termination by the Purchaser pursuant to Clause 50.1 and the Service Provider shall be excluded from all other rights and remedies it would otherwise have been entitled to in respect of any such termination.

## **51. EXIT PLAN**

- 51.1 The Service Provider agrees that if it breaches (or attempts or threatens to breach) its obligation to provide Exit Management, the Purchaser, the Criminal Justice Partners and their respective customers and stakeholders shall be irreparably harmed. In such circumstance, the Service Provider agrees that the Purchaser may proceed directly to court notwithstanding anything to the contrary in the dispute resolution procedure outlined in Clause 38 (Dispute Resolution). If a court of competent jurisdiction finds that the Service Provider has breached (or attempted or threatened to breach) any such obligation, the Service Provider agrees that without any additional findings of irreparable injury, or other conditions to interdict, the Service Provider shall not oppose the entry of an appropriate order compelling performance by the Service Provider and restraining the Service Provider from any further breaches or attempted or threatened breaches of its obligations in relation to Exit Management.
- 51.2 A draft of the Exit Plan shall be produced by the Service Provider and supplied to the Purchaser within 180 days after the Commencement Date and shall include or address the matters specified in Clause 42. The Purchaser shall provide to the Service Provider the Purchaser's comments on the plan within one (1) month of the Purchaser's receipt of the Exit Plan. The Service Provider shall take into account the comments and suggestions of the Purchaser and shall issue the final version of the Exit Plan to the Purchaser within ten (10) working days of receipt of the Purchaser's comments.

- 51.3 The Service Provider shall throughout the Contract Term, review, maintain and continuously update the Exit Plan which shall include:
- 51.3.1 the activities required to enable the Purchaser to re-tender the Purchaser requirements and/or the provision of the Services;
  - 51.3.2 the activities necessary to support any replacement service provider or the Purchaser in carrying out any necessary due diligence relating to all or part of the Services;
  - 51.3.3 details of the Exit Management to be provided by the Service Provider prior to the Exit Management Date;
  - 51.3.4 support for the replacement service provider or the Purchaser during their preparation of any relevant plan for the transition of the Service to the replacement service provider or Purchaser, including prior to and during such transition period;
  - 51.3.5 the maintenance of a 'business as usual' environment for the Purchaser during the period when Exit Management obligations are applicable; and
  - 51.3.6 all other necessary activities to support the preparation for, and execution of, a smooth and orderly Exit Management and transfer of all or part of the Services to either a replacement service provider or the Purchaser.
- 51.4 No amendment of the Exit Plan shall be made without prior written consent of the Purchaser.

## **52. RIGHTS OF THIRD PARTIES**

- 52.1 The terms of the Contract are enforceable only by the parties to the Contract and, where applicable, the Criminal Justice Partners. No other parties shall have rights to enforce any term of the Contract under the Contract (Third Party Rights) (Scotland) Act 2017. This Clause 52 does not apply to Clause 22.3 of the Contract.

**End of Part 1 of Schedule A**



This is Part 2 of Schedule A referred to in the foregoing Contract number 01500 between the Scottish Ministers and GeoAmey PECS Ltd

## PART 2 OF SCHEDULE A

### DATA PROCESSING AGREEMENT

Data Processing Agreement to assist compliance with obligations imposed by Article 17 of the EU Data Protection Directive 95/46/EC and the seventh principle of the UK Data Protection Act 1998.

THIS DATA PROCESSING AGREEMENT is made between:

- (1) The Scottish Ministers, referred to in the Scotland Act 1998 (the “Authority”); and
- (2) GeoAmey PECS Ltd (incorporated in, or existing and established under the laws of the United Kingdom) whose registered office is at GEOAmey PECS Ltd (07556404), The Sherard Building, Edmund Halley Road, Oxford, OX4 4DQ (the “Contractor”).

#### BACKGROUND

- (A) The Contractor in performing the Services shall both receive, process and hold Personal Data and variously act as both Processor and Controller when performing the Services;
- (B) Article 17(2) of the Data Protection Directive 95/46/EC and Schedule 1 Part II Section 11 of the Data Protection Act 1998 (both hereinafter defined) provide that, where Processing Personal Data is carried out by a Processor on behalf of the Authority, the Controller must choose a Processor providing sufficient guarantees in respect of the technical security measures and organisational measures governing the processing to be carried out, and must ensure compliance with those measures;
- (C) Articles 17(3) and 17(4) of the Data Protection Directive require that where processing is carried out by a Processor on behalf of a Controller such processing shall be governed by a contract or legal act binding the Processor to the Controller stipulating, in particular, that the processor shall comply with the technical and organisational measures required under the appropriate national law to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access and against all other unlawful forms of processing;
- (D) Under Paragraph 12 of Schedule 1 Part II of the Data Protection Act, Processing of Personal Data carried out by a Contractor on behalf of a Authority is only regarded as complying with the seventh principle of the Data Protection Act if the processing is carried out under a contract which is made or evidenced in writing and under which the Contractor is to act only on instructions from the Authority;
- (E) In compliance with the above-mentioned provisions of Article 17 of the Data Protection Directive and the seventh principle of the Data Protection Act the Authority and Contractor wish to enter into this Data Processing Agreement.



THE PARTIES HEREBY MUTUALLY AGREE AS FOLLOWS:

## 1. DEFINITIONS AND INTERPRETATION

In this Data Processing Agreement the following words and phrases shall have the following meanings, unless inconsistent with the context or as otherwise specified:

“Data Protection Act” shall mean the Data Protection Act 1998 c. 29 for the regulation of the processing of information relating to individuals, including the obtaining, holding, use or disclosure of such information;

“Data Protection Directive” shall mean Directive 95/46/EC of the European Parliament and Council of 24th October 1995 on the protection of individuals with regard to Processing Personal Data and on the free movement of such data;

“Personal Data” means any data relating to an identified or identifiable natural person ('data subject'); an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his physical, physiological, mental, economic cultural or social identity;

“Sensitive Personal Data” means Personal Data consisting of information as to the racial or ethnic origin of the data subject; his/her political opinions; his/her religious beliefs or other beliefs of a similar nature; whether he/she is a member of a trade union; his/her physical or mental health or condition; his/her sexual life; the commission or alleged commission by him/her of any offence; or any proceedings for any offence committed or alleged to have been committed by him/her, the disposal of such proceedings or the sentence of any court in such proceedings;

“Processing Personal Data” means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alternation, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction;

“Sub-Contract” and “Sub-Contracting” means the process by which either party arranges for a third party to carry out its obligations under this Data Processing Agreement and “Sub-Contractor” shall mean the party to whom the obligations are sub-contracted; and

“Technical and Organisational Security Measures” means measures to protect Personal Data against accidental or unlawful destruction or accidental loss, alternation, unauthorised disclosure or access and against all other unlawful forms of processing.

## 2. CONSIDERATION

2.1 In consideration of the Authority engaging the Contractor to provide the Services, the Contractor shall create and hold learning plans and records which contain Personal Data. The Contractor shall comply with the security, confidentiality and other obligations imposed on it under this Data Processing Agreement and by the Data Protection Act.

## 3. SECURITY OBLIGATIONS OF THE CONTRACTOR

3.1 The Contractor shall only carry out those actions in respect of the Personal Data processed on behalf of the Authority as are required under the Contract and expressly authorised by the Authority.

3.2 The Contractor shall take such Technical and Organisational Security Measures as are required under the laws of the United Kingdom to protect Personal Data processed by the Contractor on behalf of the Authority against unlawful forms of processing. Such Technical and Organisational measures shall include, as a minimum standard of protection, compliance with the legal and practical security requirements set out in this Appendix 1 to Part 2 of Schedule A (Data Processing Agreement).

## 4. CONFIDENTIALITY

4.1 The Contractor agrees that it shall maintain the Personal Data processed by the Contractor on behalf of the Authority in confidence. In particular, the Contractor agrees that, save with the prior written consent of the Authority, it shall not disclose any Personal Data supplied to the Contractor by, for, or on behalf of, the Authority to any third party.

- 4.2 The Contractor shall not make any use of any Personal Data supplied to it by the Authority otherwise than in connection with the provision of services to the Authority.
- 4.3 Nothing in this Data Processing Agreement shall prevent either party from complying with any legal obligation imposed by a regulator or court. Both parties shall however, where possible, discuss together the appropriate response to any request from a regulator or court for disclosure of information.
- 4.4 Notwithstanding the provisions of Clause 6.1 hereof, the provisions of this Clause 4 shall survive termination of this Data Processing Agreement by 5 years or such period as the parties may agree in writing.

## **5. SUB-CONTRACTING**

- 5.1 The Contractor shall not sub-contract any of its rights or obligations under this Agreement without the prior written consent of the Authority.
- 5.2 Where the Contractor, with the consent of the Authority, Sub-Contracts its obligations under this Data Processing Agreement it shall do so only by way of a written agreement with the sub-contractor which imposes the same obligations in relation to Processing Personal Data and the security onto the sub-contractor as are imposed on the Contractor under this Agreement.
- 5.3 For the avoidance of doubt, where the sub-contractor fails to fulfil its obligations under any sub-processing agreement, the Contractor shall remain fully liable to the Authority for the fulfilment of its obligations under this Data Processing Agreement.

## **6. TERM AND TERMINATION**

- 6.1 This Data Processing Agreement shall continue in full force and effect for so long as the Contractor is Processing Personal Data on behalf of the Authority.
- 6.2 Following termination of this Data Processing Agreement the Contractor shall, at the direction of the Authority, (a) comply with any other agreement made between the parties concerning the return or destruction of data, or (b) return all Personal Data passed to the Contractor by the Authority for processing, or (c) on receipt of instructions from the Authority, destroy all such data unless prohibited from doing so by any applicable law. This shall include ensuring a managed transfer of all prisoner learning records, management information and outcome measurement data relating to the performance of the Services that is held by the Contractor (whether in paper or electronic format and in a format agreed with the Authority) to the Authority, or to a party nominated by the Authority (i.e. an incoming Contractor) for the purposes of continuing the Services.

## **7. ARBITRATION**

- 7.1 All disputes, differences or questions between the parties to this Data Processing Agreement with respect to any matter or thing arising out of or relating to the Data Processing Agreement, other than a matter or thing as to which the decision of the Authority is under the Data Processing Agreement to be final and conclusive, shall be referred to a sole arbiter mutually chosen by the parties or, failing agreement (within 28 days of either party requesting the other to do so), nominated by the President of the Law Society of Scotland for the time being on the application of either party. The arbitration shall be seated in Scotland and the Arbitration (Scotland) Act 2010 shall apply.

## **8. GOVERNING LAW**

- 8.1 This Data Processing Agreement shall be governed by and construed in accordance with the laws of Scotland.

IN WITNESS WHEREOF this Data Processing Agreement has been signed on behalf of each of the parties by its duly authorised representative as follows:

SIGNED for and on behalf of the Authority (The Scottish Ministers)

(by).....

(position).....

(Print name and title).....

(Witness).....

(Witness' full name and address).....

.....

Date.....

Place (town).....

SIGNED for and on behalf of the Contractor (GeoAmey PECS Ltd)

(by).....

(Position).....

(Print name and title).....

(Witness).....

(Witness' full name and address).....

.....

Date.....

Place (town).....

## APPENDIX 1 TO PART 2 OF SCHEDULE A, DATA PROCESSING AGREEMENT

### 1. LEGAL REQUIREMENTS

The Contractor shall, in respect of Processing Personal Data on behalf of the Authority, identify and comply with any specific security provisions imposed by the laws of the United Kingdom.

### 2. PRACTICAL SECURITY MEASURES

#### 2.1 Information Security

The Contractor shall, as a minimum requirement, give due consideration to the following types of security measures when Processing Personal Data or Sensitive Personal Data on behalf of the Authority:

- Access to data and Personal Data shall be restricted to users who have the authority to see such data.
- In particular, Sensitive Personal Data (see section 2 of the Data Protection Act 1998) in any format must be accessed only by authorised individuals.
- Documents or e-mails containing Sensitive Personal Data must be protectively marked at least as “OFFICIAL - SENSITIVE” using the Government Security Classifications (GSC).
- Documents or removable electronic media containing Sensitive Personal Data or Personal Data must be stored in lockable, secure containers when not in use.
- The use of removable media to store Personal Data or Sensitive Personal Data should be discouraged but if it has to be used the storage media must be encrypted.
- When posting documents containing Sensitive Personal Data they should be double enveloped and carried either by trusted hand or courier.
- Emails marked “OFFICIAL-SENSITIVE” must only be sent to and from e-mail addresses containing \*.x.gsi.gov.uk, \*.gsi.gov.uk, \*.gsx.gov.uk, \*.gse.gov.uk, \*.gcsx.gov.uk, \*.police.uk, \*.pnn.police.uk, \*.pnn.gov.uk, \*.cjsm.net, \*.nhs.net or \*.scn.gov.uk.
- In general fax machines should not be used for sending protectively marked information.
- Data taken from Establishments must be kept secure at all times, must not be made available to individuals who are not authorised to see it and must only be used for the purposes specified within the Agreement.
- Once a paper document containing “OFFICIAL - SENSITIVE” information is no longer required, it must be destroyed in a paper shredder unless the Authority has specified otherwise.
- Electronic media must be securely disposed of when no longer required.
- Breaches of security, confidentiality and other violations of this Agreement must be reported immediately to the Authority.

#### 2.2 Protective Marking

Both the Authority and the Contractor will use the Government Security Classifications.

Sensitive documents including any containing sensitive personal data must be clearly marked with the appropriate protective marking (typically, “OFFICIAL: SENSITIVE”, although it is possible to add an additional descriptor such as “OFFICIAL: SENSITIVE: PERSONAL” or “OFFICIAL: SENSITIVE: COMMERCIAL”) – this is for information only. Each page must be marked at both the header and the footer using bolded capital letters. File covers must be similarly marked.

E-mails containing sensitive information such as sensitive personal data should have the appropriate protective marking in the subject box using capital letters and in the message text at the start or top of the e-mail using bolded capital letters.

Protectively marked information will be provided by the Authority on the understanding that the Contractor will store, transfer and destroy the information in accordance with the information security requirements described below.

#### 2.3 Storage

Protectively marked documents must be stored in a locked cabinet in a secure building.

## 2.4 Mail

Protectively marked documents that are being mailed internally or externally must be double enveloped. The inside envelope should have the name and address of the intended recipient and the protective marking. The outside envelope should have the name and address of the intended recipient and a return address in the event that the delivery cannot be made. The outer cover should not show the protective marking but should be marked ADDRESSEE ONLY. Sensitive Personal Data sent externally should be carried by trusted hand or sent using a courier.

## 2.5 E-Mail

Sensitive Personal Data may only be exchanged by e-mail if both the sender and the recipient's e-mail addresses indicate that they are on e-mail networks that are accredited to carry emails at that level of sensitivity. Data marked OFFICIAL-SENSITIVE may only be sent from and to e-mail addresses containing:

- \*.x.gsi.gov.uk, \*.gsi.gov.uk, \*.gsx.gov.uk, \*.gse.gov.uk, \*.gcsx.gov.uk;
- \*.police.uk, \*.pnn.police.uk, \*.pnn.gov.uk; and
- \*.cjsm.net, \*.nhs.net, or \*.scn.gov.uk.

## 2.6 Facsimile

In general facsimile machines should not be used for sending protectively marked information and should only be used if absolutely necessary and if agreed with the Authority.

If it is considered essential to send protectively marked information by fax then the following procedures should be followed:

- Store the fax number of the recipient in the fax machine and then only use the number stored in the machine to send the fax;
- Ensure a trusted recipient is present at the receiving facsimile machine to accept the fax;
- Send the cover sheet first and wait for confirmation that it has arrived; and
- Send the remainder of the fax and wait for confirmation that it has been received.

## 2.7 Telephone

Sensitive Personal Data / information should not be discussed over a public telephone system, but if absolutely necessary should be done with extreme care.

## 2.8 Outside of the Office

Sensitive Personal data /information removed from the office must be carried securely, preferably in a briefcase, box or pouch. The information must remain in the possession of the individual at all times unless it can be stored in an approved security container.

Sensitive Personal Data / information must not be worked on anywhere where the contents might be overlooked or otherwise noticed and they must not be left unattended in any public place, such as a restaurant, hotel, taxi or public transport vehicle. They must not be entrusted to the custody of a member of the public or left locked in an unattended vehicle.

Anonymity is usually desirable but to guard against accidental loss it is advisable to attach a discreet label to the briefcase or other container, bearing wording to the effect that anyone finding it should telephone the appropriate contact or hand it in to the nearest police station.

## 2.9 Retention and Destruction

Once documents containing Personal Data or Sensitive Personal Data are no longer required they must be destroyed unless the Authority has specified a need to return the material or another form of processing. The act of destruction

must be recorded and it must be achieved by shredding or otherwise disposing of information using a suitable confidential waste procedure. Electronic data that is no longer required must be deleted and electronic media must be disposed of securely.

#### 2.10 Physical Security

Where information relating to this Data Processing Agreement is stored or kept:

- Fit appropriate locks or other physical controls to the doors and windows of rooms;
- Physically secure unattended lap tops (for example, by locking them in a secure drawer or cupboard);
- Ensure that all removable electronic media, such as removable hard-drives or CDs are controlled and secure;
- Destroy or remove all business-critical information from electronic media or the hard drives of computers before disposing of them; and
- Store back-ups of business-critical information either off-site or in a fire and water-proof container.

#### 2.11 Access Controls

- Use unique passwords that are not obvious and change them regularly;
- Use passwords that contain letters in both upper and lower cases, numbers and special keys, and are six or more characters in length; and
- Ensure that employees don't write down or share passwords.

#### 2.12 Security and Privacy Technologies

- Ensure that all computers used have anti-virus software installed, and the virus definitions are updated at least once a week. All incoming and outgoing traffic must be scanned for viruses, as should any disk or CD that is used, even if it is from a 'trusted' source. At least once a month, computers must be scanned for viruses; and
- Where computers are connected to the Internet (especially if you use a broadband connection) deploy a software firewall.

#### 2.13 Awareness, training and security checks in relation to personnel

- Perform integrity checks on all new employees in line with the Government's Baseline Personnel Security Standard to ensure that they have provided the correct information about their background, experience or qualifications;
- Give all new employees a simple introduction to information security, and ensure that they read and understand your information security policy. Ensure employees know where to find details of the information security standards and procedures relevant to their role and responsibilities;
- Ensure that employees have access only to the information assets they need to do their jobs. If employees change jobs, ensure that they do not retain access to the assets they needed for their old job. When employees leave the organisation, ensure that they do not take with them any business-critical information;
- Ensure that no ex-employees have access rights to your systems; and
- Ensure employees know about the common methods that can be used to compromise your system.

#### 2.14 Incident Response Management

- Ensure that employees understand what is meant by a security incident. A security incident is any event that can damage or compromise the confidentiality, integrity or availability of sensitive information or any business-critical information or systems and where the loss or mistaken destruction of information could potentially prejudice individuals or the organisation;
- Ensure that employees are trained to recognise the signs of security incidents;
- Ensure that employees receive training on the need to notify anything which may be a sign of a security incident;
- Ensure that if a security incident occurs, employees know who to contact and how; and
- Ensure that any breaches of security, confidentiality and other violations of this Agreement are reported immediately (within 24 hours of becoming known) to the Authority even if you are still gathering all of the facts, initial notification must occur as soon as possible.

2.15 Business Continuity

- Have in place a Business Recovery Plan to assure business continuity in the event of a serious security incident. The plan should specify:
  - Designated people involved in the response;
  - External contacts, including law enforcement, fire and possibly technical experts; and
  - Contingency plans for foreseeable incidents.
- Ensure that your Business Recovery Plan is issued to all employees and is tested at least once a year, regardless of whether there has been a security incident.
- After every incident when the plan is used, and after every test, re-examine and update the Business Recovery Plan as necessary using the lessons learned.

2.16 Audit Controls

- Ensure that you have in place appropriate security audit arrangements including:
  - Auditing of who has access to its system (in general and in relation to particular types of information);
  - Logging of such access to the system; and
  - Auditing of compliance with security procedures.
- Some audit controls may be necessary for legal or regulatory purposes. Good record keeping will clearly demonstrate compliance with obligations. Audits must ensure that the procedures in place are effective and relevant.

2.17 Records Management

- Ensure that you have in place appropriate records management arrangements including:
  - Structured filing system to enable records to be stored, retrieved and destroyed;
  - Retention policy to ensure that records are kept only as long as necessary and are then destroyed securely; and
  - Processes to ensure that records are kept accurate and up to date and are adequate, relevant and not excessive.

**End of Schedule A**

This is Schedule B referred to in the foregoing Contract number 01500 between the Scottish Ministers and GeoAmey PECS Ltd

## **SCHEDULE B**

### **SPECIFICATION**

This Schedule B consists of the following:

- Part 1 of Schedule B:
  - Section A - Overview of the Services
  - Section B – Court Prisoner Escorts
  - Section C – Court Custody
  - Section D – Other Escort Services
  - Section E – Secure Custody and Good Order
  - Section F – Care
  - Section G – General
  - Section H – Mobilisation and Implementation
  - Section I – Variations to the Operational Requirements
- Part 2 of Schedule B - Reportable Incidents
- Part 3 of Schedule B - Standard Operational Times (Prisons)
- Part 4 of Schedule B - Schedule of Training
- Part 5 of Schedule B - Service Provider Policies, Procedures and Information
- Part 6 of Schedule B - The Parties



This is Part 1 of Schedule B referred to in the foregoing Contract number 01500 between the Scottish Ministers and GeoAmev PECS Ltd

## PART 1 OF SCHEDULE B

### GENERAL REQUIREMENTS

#### Section A – Overview of the Services

##### A1 Introduction and Strategic Objectives

A1.1 The Scottish Prison Service (the ‘Purchaser’) is an Executive Agency of The Scottish Government. The Purchaser, as a public service Agency is legally required to deliver custodial services for all Prisoners sent to it by the courts. In Scotland, the Purchaser currently operates the publicly managed Prisons and oversees the contractual arrangements for privately managed Prisons as well as managing the arrangements for Scottish Court Custody and Prisoner Escort Services (SCCPES).

A1.2 The Scottish Courts and Tribunals Service (SCTS) administers, and has responsibility for the management of the estate and the procurement of facilities management services for the Court of Session, High Court of Justiciary, Sheriff Appeal Court, Sheriff Courts and Justice of the Peace (JP) Courts throughout Scotland, together with the Office of the Public Guardian and devolved Scottish Tribunals (including the Mental Health Tribunal).

The Service Provider will liaise closely with the Crown Office and Procurator Fiscal Services (COPFS) to handle the relevant processes, warrants, and paperwork associated with managing persons in custody. Court sitting dates (and changes to dates or venues) are notified and circulated by SCTS within each Sheriffdom.

A1.3 Police Scotland operate various Police Custody Unit (PCU) Premises throughout Scotland including Legalised Police Cells which enable the legal detention of Prisoners before, during or after trial for any period not exceeding 30 days. Although used relatively infrequently, the detention of Prisoners within Legalised Police Cells is, in essence, in lieu of the Prisoner being held in the custody of a Prison.

A1.4 For the purposes of this Contract, the Purchaser is the contracting party on behalf of the Scottish Ministers. The Purchaser is also the ‘lead’ authority in terms managing the Contract for the Criminal Justice Partners (including the Scottish Courts and Tribunals Service, Crown Office and Procurator Fiscal Services and Police Scotland). The Purchaser will provide a nominated representative (the Escort Monitor) and other Contract management staff who together, form the primary points of liaison between the Criminal Justice Partners and the Service Provider, in terms of monitoring compliance and performance under the Contract.

##### Strategic Objectives

A1.5 The Strategic Objectives of the SCCPES contract tender can be summarised as:

- Continue to take a collaborative approach, working together to deliver the Service through an effective multi-agency service that displays equal partnership;
- Deliver a positive prisoner experience with a focus on duty of care, prisoner welfare, dignity, decency, and respect at the core of the Service;
- Embrace digital technology and analytics and strive to use innovative methods to transform how we think, how we engage, and how we deliver the service;
- Reduce our environmental impact through the way we deliver our Services;
- Provide uniformity and consistency within service delivery while ensuring that it has the ability to adapt to future changes within the Criminal Justice sector; and
- Deliver value for money.

A1.6 In discharging all elements of these Services, the overriding priorities for the Service Provider are the prevention of escape, protection of the public, and the security, safety, care and welfare of the Prisoners in custody. Equally important are the requirements to avoid and minimise Prisoner release in error and adherence to the principles, obligations and timescales specified in this Contract.

## **A2 Statutory Provisions**

### **Enabling Legislation**

A2.1 Prisoners' rights are protected by law, and are reflected in Statute. A number of rights reflect the Government's obligations under the International treaties and conventions including the United Nations Convention on the Rights of the Child (UNCRC). Other rights derive from case law.

The Service Provider is also bound by the provisions of the enabling Legislation for contracting-out the management of Prisoner escorting within Scotland that are contained in the Criminal Justice and Public Order (CJ&PO) Act, 1994.

A2.2 In addition, the Service Provider shall ensure compliance with the legal framework within which court custody and prisoner escort services operate. This derives from a number of Legislative provisions including, but not limited to: The Criminal Justice (Scotland) Act 2016, the Police and Fire Reform (Scotland) Act, 2012; the Sheriff Courts (Scotland) Act, 1971; and the Prisons (Scotland) Act 1989. Section 39 of the Prisons (Scotland) Act also allows Scottish Ministers to establish rules for the management of Prisoners; and other such Legislation which may from time to time be enacted.

A2.3 The Service Provider shall ensure compliance with the Prisons and young offender's institutions (Scotland) Rules, 2011, as amended (hereinafter referred to as the 'Prison Rules'). Associated directions may also apply, and where this is the case, the Service Provider shall ensure that the Services comply with the provisions of, or any changes, to the Prison Rules or associated directions which are issued by the Purchaser. Any consequent revision to the Services shall be undertaken within the timescales stipulated by the Purchaser.

A2.4 The Service Provider shall ensure that the Services, operating procedures and policies, and Operational Instructions maintain a position of legal compliance with the various statutory and regulatory provisions governing the custody, care, security and welfare of Prisoners and persons in custody. Ensuring compliance also includes, but is not limited to, ensuring Prisoners' rights regarding the management of Prisoner correspondence, and the controls relating to the effective management and confidentiality of Police Scotland, Prison, healthcare, legal, and court paperwork and records to which the Service Provider and Staff may have access.

### **Contract Management and Monitoring Arrangements**

A2.5 The enabling Legislation provides that Prisoner escort arrangements will be under the review of an Escort Monitor who will be a Crown Servant. The Escort Monitor's duties include:

- Keeping the Service arrangements under review, and to report on them to Scottish Ministers;
- Investigating, and reporting to Scottish Ministers on any allegations made against Prisoner Custody Officers (PCOs) acting in pursuance of the arrangements; and
- Reporting to Scottish Ministers on any alleged breaches of discipline on the part of Prisoners whilst in the custody and care of such officers.

A2.5.1 The Purchaser's representative, the Escort Monitor, will monitor the performance of the Services Provider's operations against all Schedules of the Contract. In addition, the Escort Monitor and other Purchaser representatives will also regularly liaise with the Criminal Justice Partners and the Service Provider as part of ongoing review and performance monitoring arrangements under the Contract.

The Service Provider shall support the Contract management and monitoring arrangement through providing the Escort Monitor with full access to all aspects of the Service and Staff, undertaking scheduled and ad-hoc meetings with Escort Monitor and the Purchaser's Contract manager (and, where relevant, representatives of the Criminal Justice Partners) to review and discuss performance, co-operate with any (formal or informal) review or audit of the Services/performance monitoring activity conducted by the Escort Monitor (or his nominated representatives), and provide relevant management information and data to support effective Contract management and monitoring.

- A2.5.2 The Service Provider shall ensure that it establishes and maintains appropriate communication flows and methods of communication with the Escort Monitor and Purchaser commensurate with effective day to day liaison, regular reporting requirements, out of hours contact and incident reporting.

### **Regulation and Scrutiny**

- A2.6 This Contract is subject to regulation and scrutiny by a number of statutory and non-statutory bodies and also subject to various regulatory and legislative provisions.

The Service Provider will ensure that its Operational Instructions, processes and procedures and the delivery of Services comply with the relevant regulatory and legislative obligations as may be amended from time to time, including, but not limited to those relating to Health & Safety (H&S), Food Hygiene, Employment, Data Protection, Equality Legislation, Human Rights, Hate Crime, Freedom of Information and the Regulation of Investigatory Powers (Scotland) Act 2000 (RIP(S) A).

- A2.7 The role of the Her Majesties Inspectorate of Prisons for Scotland (HMIPS) includes inspecting the conditions in which Prisoners are transported, or held in relation to the SCCPES arrangements. HMIPS inspect against the published standards for inspecting court custody provision in Scotland and report their findings direct to Scottish Ministers. Inspectorate reports are normally published by HMIPS. The Chief Inspector also submits an annual report to Scottish Ministers commenting on general trends (including matters related to SCCPES). This report is provided to the Scottish Parliament and is also published.

The Service Provider shall co-operate with, and provide such information as may be requested, to enable HMIPS to review SCCPES activities and to report regarding the Services delivered under this Contract.

- A2.8 The Scottish Public Services Ombudsman (SPSO) embodies the principles enunciated in the Citizen's Charter and provides an accessible complaints process with an independent system of review. The Ombudsman has responsibility for the review of complaints related to public services such as Prisons and SCCPES.

The Service Provider shall comply with the requirements and timescales of the SPSO as notified to it by the Purchaser. The Service Provider shall ensure that its policies, procedures and training follow SPSO best practice recommendations with regards to investigations. This reflects the requirement to support and enable Prisoner complaints about the Services, and support the external investigation and review of any such complaints by the SPSO.

- A2.9 The Service Provider shall co-operate and provide such information as required to enable the Auditor General for Scotland to review and provide reports regarding Services delivered under this Contract.

### **Government Policy**

- A2.10 The Service Provider will ensure compliance with the relevant regulatory and legislative obligations as may be amended from time to time and comply with any such revisions to the Prison Rules or instructions as the Purchaser may make. The Service Provider shall, where appropriate or requested, satisfy the Purchaser that the necessary action(s) or revisions to Operational Instructions or procedures have been enacted to maintain the necessary legal and regulatory compliance.

- A2.10.1 The Service Provider shall comply with, as appropriate, the Purchaser's operating requirements,

which clarify and codify, standards distilled from the Prison Rules, various Management Manuals and Instructions to Governors (currently referred to as Governors and Managers: Action Notices (GMAs)). The Purchaser will be responsible for deciding the extent to which policy and procedural developments apply to SCCPES arrangements.

### **Purchaser and Service Reviews**

- A2.11 The Service Provider shall adopt a proactive approach in contributing to the Purchaser's Contract management processes. This shall include the attendance by the Service Provider's management Staff at strategy sessions and Service review meetings with the Purchaser and the Criminal Justice Partners, as requested by the Purchaser. Attendance at such meetings shall be at no cost to the Purchaser, and include the provision of information or material to the Purchaser or Criminal Justice Partners to enable each to complete its strategic plans, target setting and ensure effective Services.
- A2.12 The Service Provider shall fully co-operate with, and contribute to, the Purchaser's post Contract implementation review process, including the provision of all relevant documentation as requested for the purpose.

### **A3 General Principles**

- A3.1 The Service Provider shall ensure that SCCPES is delivered to/from any relevant location or locations (including but not limited to those Premises detailed in Schedule E) within Scotland, including the Scottish Islands. For the avoidance of doubt the Service Provider may from time to time be required to escort Prisoners to or from other locations as the need arises and as authorised by the Purchaser within Scotland. The Service Provider shall also undertake other Prisoner Movements, as authorised by the Purchaser, to/from other locations in England & Wales and Northern Ireland.
- A3.1.1 The Service Provider acknowledges and accepts that the Purchaser's estate, SCTS premises (through court re-unification or similar re-alignments for judicial purposes), the location of Police Scotland PCU's, hospitals and other such Premises where the Service Provider is required to undertake the SCCPES activities, will vary during the Contract Term.
- A3.1.2 The Service Provider also acknowledges and accepts that SCTS undertakes periodic reviews and updates to court activity programmes as part of its business planning. The Service Provider will ensure the necessary degree of operational flexibility to adapt the Services to reflect any such revisions notified to the Service Provider.
- A3.1.3 The Service Provider accepts the requirements for operational flexibility for Court and Other escorts Services including the requirement to respond to, and undertake Prisoner Movements to and from any new or alternative Premises addresses which arise through revisions to court dates or programme(s) of court activities which are notified to it during the Contract. Such changes, revisions, additions or removal of any of the Premises outlined in Schedule E, or revisions to court dates or programme(s) of court activities, or the standard operational times within Prisons that receive committals or returns from court will be considered in the context of normal operational activity.
- A3.2 The Purchaser and the other Criminal Justice Partners are fully committed to equality, diversity, inclusion and human rights including promoting such obligations through actions, systems, training, and processes to ensure that these are mainstreamed as a core part of our work and embedded at all levels within these public services.

The Service Provider shall ensure that the Services provided (including, but not limited to, Staff/Court Staff training and behaviours, vehicle and cell allocations, and the management of Prisoners) support the overarching obligations to ensure compliance with all relevant equality Legislation (including the Equality Act 2010 and amendments) and provide a Service which supports the general duty to deal sensitively with all Prisoners, having due regard to age, gender, disability, religion or belief, race, sexual orientation and vulnerability.

- A3.3 The Purchaser is committed to contributing to the Scottish Government ‘Greenhouse Gas Emissions’ strategy and targets. The Purchaser’s Carbon Management Strategy reflects a target for a 10% reduction (against the Purchaser’s 2014-15 baseline) in carbon dioxide emissions over a 6 year period from 2015 to 2021.
- A3.3.1 The Service Provider will support the Purchaser to contribute effectively to this target and will provide the Purchaser with relevant information and reporting relating to vehicle or greenhouse gas emissions, efficiency improvement, and monitoring within the Services, as may be requested.
- A3.3.2 The Service Provider’s contribution will, as a minimum, reflect a proportionate contribution to the Purchaser’s overall greenhouse gas emission targets over the Contract Term which is consistent with the overall Purchaser’s target. The Service Provider’s activity under the Contract will initially be measured against the current 2014-15 baseline for greenhouse gas emissions arising from the Services. The Service Provider acknowledges that a revised baseline and target may be developed and set by the Purchaser for the period from 2021-2022.

#### **A4 People in Custody**

- A4.1 The Service Provider shall manage all Prisoners and shall ensure that their treatment is within the legislative requirements (as relevant or pertaining at that time). The category of Prisoner may include, but not be restricted to:
- Police Scotland custodies;
  - Accused persons appearing from interim liberation or bail who are remanded or sentenced;
  - Accused persons cited to appear, who are remanded or sentenced;
  - Remand Prisoners;
  - Convicted Prisoners;
  - Untried Prisoners;
  - Civil Prisoners;
  - Children (under 16 years of age);
  - Young people (aged 16 and 17 years);
  - Young adults (aged between 18 and 21 years);
  - Young offender (aged between 16 and 21 years);
  - Immigration detainees;
  - Prisoners subject to deportation;
  - Prisoners remanded or committed to hospital; and
  - Armed forces personnel.
- A4.2 Services for the custody and transportation of convicted children and young people to/from secure units are separately contracted by the Scottish Government. For the avoidance of doubt, the Service Provider shall not be responsible for these Services. However there will remain occasions where it will be necessary for the Service Provider to transport children and young people to court Premises when appearing from Prison and for return to Prison where they have been remanded or sentenced to these locations. The Service Provider shall, where required, ensure that children & young people are managed in a manner appropriate to their status.
- A4.3 Prisoners subject to temporary release are not legally in custody under the Criminal Justice and Public Order Act 1994, and the powers of the PCO do not apply. Transport services provided to those individuals are therefore a civilian service.

#### **A5 Treating Prisoners Fairly, with Humanity and Dignity**

- A5.1 The manner in which individuals are received, managed and treated whilst in custody can influence their subsequent attitude and behaviours whilst in Prison, or when under a future escort whilst in the care of the Service Provider. The Service Provider shall ensure that the necessary routine and formalities are completed efficiently, whilst ensuring that each individual Prisoner’s initial reactions, needs and anxieties receive due care and attention (as appropriate) whether or not they have had previous

experience of custody. Any reaction, needs or anxieties should be recorded on the Prisoner Escort Record (PER) alongside other relevant information / observations (see Section E15).

- A5.2 The Services, both in custody and in transit, will be sensitive to the general needs of all Prisoners and the specific needs of each category of Prisoner and to the needs and risks presented by individual Prisoners. The Service Provider shall ensure that all Prisoners are cared for and treated with respect and afforded dignity at all times and with due consideration to issues of age, gender, disability, religion or belief, race and sexual orientation; and that systems and processes are designed to meet this requirement.
- A5.3 The Service Provider, shall ensure that gender appropriate Staff/Court Staff are in attendance during the period that the Prisoner is in the custody of the Service Provider where circumstances indicate this to be appropriate.
- A5.4 The Service Provider shall ensure that its Staff are appropriately trained and informed to enable them to effectively and consistently identify and to undertake appropriate practices in respect of managing needs of all Prisoners. Any special requirements notified to, or identified by the Service Provider's Staff, will be communicated effectively to the relevant Criminal Justice Partners or other relevant organisations, and recorded on the PER.
- A5.5 The Service Provider shall include the provision of systems and items to reduce the boredom and stress which extended periods both in court custody and during long journeys can create. Whilst providing such items, the security and safety of Prisoners within the Service Provider's custody shall be maintained.

## **Section B – Court Prisoner Escorts**

The Service Provider shall be responsible for the escort and Prisoner Movement within Scotland, which on occasion may be out with Scotland but within the United Kingdom for all categories of Prisoner. This will include extreme security escorts who require secure transfer between specified locations and management within specified Premises for any of the following reasons outlined in sections B1 to B7.

### **B1 Co-ordinating Prisoners for Appearance at Court**

- B1.1 The Service Provider's core tasks in relation to Prisoner escorting and management of Prisoners in court custody suites will be, as a minimum, to:
- Escort Prisoners from PCU's to courts;
  - Escort Prisoners from one court to another;
  - Escort Prisoners from courts to places of custody;
  - Escort Prisoners from Prison to court;
  - Escort, to court and return, persons detained in hospital under the Mental Health (Care and Treatment) (Scotland) Act 2003);
  - Manage Police Scotland transfer escorts; and
  - Manage those subject to detention in hospital or liable to return to Prison at the end of detention under the Mental Health (Care and Treatment) (Scotland) Act 2003 or part V1 the Criminal Procedure (Scotland) Act 1995.
- B1.2 The principal responsibility for the preparation of court call forward lists in respect of remand and convicted Prisoners lies with the local Procurator Fiscals and High Court personnel. The relevant Prisons maintain liaison with the local COPFS offices to ensure that Prisoners held in Prison or hospital custody and required at court are identified, notified to the Service Provider in terms of scheduling the necessary escorts, and that the relevant Prisoners are available for escort.

The Service Provider shall establish and maintain effective liaison, communication processes and dialogue with Police Scotland, hospitals and Prisons in accordance with agreed protocols to enable the Service Provider to determine and prepare lists of relevant persons to be conveyed, managed and escorted to and

from places of custody to courts, hospitals or PCUs or Prisons each day (as appropriate) in accordance with the various types of escort outlined in this Section B and the subsequent Section C. The Service Provider will, where necessary or as directed by the Purchaser, designate specific Staff as load marshals to facilitate the timeous and efficient dispatch of Prisoners to their designated destinations.

- B1.3 The Service Provider shall have regard to, and respond appropriately to, communications from the SCTS which notify changes to court hours of operation, proposed court holidays or closures, changes of location or any other revisions to court operations.
- B1.4 Late notification(s) of additional custodies or escorts from Prison which identify the need for specific Prisoner(s) to attend court (i.e. early on the day the Prisoner is required) shall be accepted by the Service Provider. The Service Provider will ensure that late notifications are scheduled and managed to ensure the collection and on-time Arrival of such Prisoners to court.
- B1.5 The PER or such other means as the Service Provider may agree with the Purchaser, shall be used to record transfers of Prisoner responsibility between agencies, (ensuring the Prisoner is advised when such a transfer has taken place) record Prisoner Movements, and activities (e.g. departure from PCU, Arrival at court custody unit, appearance in court, return to cells, departure from court for Prisons, any care requirements, searches or any such similar requirements).

## **B2 From Police Custody Units (PCUs)**

- B2.1 Persons arrested and held in custody at PCUs or, in the case of some remote court locations from Legalised Police Cells, are required to appear at court(s) on the next lawful day (normally the first court sitting day following arrest).

The Service Provider shall be responsible for timeously escorting Prisoners from PCUs or, from Legalised Police Cells, to the relevant court location to enable due process for the required time of their appearance. The Service Provider will, where required or directed by the court, escort Prisoners to Legalised Police Cells.

- B2.2 Notwithstanding the provisions of paragraph B1.4 (late notifications) the notification system for incorporating details of Prisoners who require transportation from PCUs to court or other locations shall be as follows:
- First notifications given to the Service Provider by 01:00 to allow for routing and scheduling work to commence; and
  - Final notifications to be given to the Service Provider by 04:00 hours (or such earlier time as the Service Provider may propose and the Purchaser accepts).

The Service Provider, having completed its routing and scheduling programme for Court Services, will advise the relevant PCUs (or Legalised Police Cells) of the day's Prisoner escort groupings, vehicle scheduling arrangements and collection/anticipated pick up times for all Prisoners being escorted to court no later than 06:00 hours.

- B2.3 The Service Provider shall be responsible for timeously escorting Prisoners from PCUs to prisons when required to do so.

## **B3 From Prisons, Young Offenders Institution (YOI) and Hospitals**

- B3.1 The Service Provider shall escort all Prisoners booked to attend court for any reason from any Prison or hospital to any court within Scotland. This will include Prisoners who are party to a civil case or who are required to attend as a witness.
- B3.2 The Service Provider shall confirm with each Prison no later than 17:00 hours of the previous day, the call-forward list of Prisoners required at court the next legal day. Purchaser staff will plan and schedule the availability of Prisoners against the call forward list for Prisoner Movements to court. The Service Provider

shall ensure that final court listings are subsequently confirmed with the relevant Prison when all admissions from court that day have been processed and in any case no later than 23:00 hours.

B3.3 The Service Provider will, where escorts are required to/from hospital, liaise with the relevant hospital authority regarding issues such as:

- Outcome of hospital risk assessment (i.e. whether hospital staff need to be in attendance);
- Type of vehicle to be deployed;
- Level of mechanical restraints and any other specific arrangements (the final decision for use and level of any mechanical restraint on Prisoners remains the responsibility of the Service Provider);
- Medication issues; and
- Other specific patient needs.

B3.3.1 The Service Provider shall confirm with relevant hospitals, at latest by 17:00 hours the preceding day, the identity of Prisoners required for escort to court and other locations.

B3.4 The Service Provider, having planned its routing and scheduling programme shall advise the relevant Prisons or hospitals of the day's Prisoner escort groupings, vehicle scheduling, other relevant arrangements and collection / anticipated Arrival times for all Prisoners being escorted no later than 06:00 hours.

#### **B4 Ensuring Prisoners Arrive at Court**

B4.1 The Service Provider shall ensure that Prisoners Arrive at court in sufficient time before the court sits to enable the relevant formal procedures to be complied with and any necessary meetings or visits to the Prisoners by legal representatives, Social Work Services or Mental Health staff to take place. Accordingly, the latest time by which Prisoners are required to arrive at each court is as follows:

- 45 minutes before the day's proceedings are scheduled to commence for High Court (and the High Court of Appeal) proceedings (including those sitting in Sheriff Courts); or
- 30 minutes before the day's proceedings are scheduled to commence for Sheriff or Justice of the Peace Court proceedings.

The arrangements for Arrival of Prisoners at court may only be varied where a formal written agreement has been established between the Service Provider and the relevant Criminal Justice Partners, approved by the Purchaser, which otherwise defines specific Arrival times to any named court Premises for any Prisoner or group of Prisoners. In such circumstances the Service Provider will ensure that all Prisoners Arrive on time as defined under such agreement.

B4.2 The Service Provider shall conduct risk assessments in respect of court cell capacities taking account of the need to maintain separation of custodies and being cognisant of the numbers and Arrival scheduling of Prisoners to be conveyed that day. If in doing so the Service Provider deems it to be potentially unsafe in respect of ensuring the necessary levels of security, safety, care or welfare within the court custody suite they shall communicate effectively and timeously with all appropriate Criminal Justice Partners including the Escort Monitor. The Service Provider shall liaise with the Criminal Justice Partners to agree contingent arrangements for scheduling or Arrival of Prisoners which mitigate risk and minimise any potential disruption to courts and the Criminal Justice Partners operational business.

The Service Provider shall have in place a MOU with Criminal Justice Partners to manage any situation when there is insufficient capacity within court custody cells, this shall be in place no later than 3 months prior to the Go Live Date.

B4.3 Where a court sits at times out with normal hours or days of business, the Service Provider shall ensure the Arrival, management, and departure of Prisoner(s) is conducted in accordance with the general and specific obligations detailed in this Contract.



**B5 Escort of Prisoners from one Court to another**

B5.1 The legislative position states that a person (or Prisoner) requires to be brought before the court not later than in the course of the first lawful day after being taken into custody. The Criminal Justice Act 2016 defines the next lawful day as follows:

21 Person to be brought before court

(1) Subsection (2) applies to a person when—

(a) the person is in police custody having been arrested under a warrant (other than a warrant granted under section 37(1)), or

(b) the person—

(i) is in police custody having been arrested without a warrant, and

(ii) since being arrested, the person has been charged with an offence by a constable.

(2) The person must be brought before a court (unless released from custody under section 25) -

(a) if practicable, before the end of the first day on which the court is sitting after the day on which this subsection began to apply to the person, or

(b) as soon as practicable after that.

(3) A person is deemed to be brought before a court in accordance with subsection (2) if the person appears before it by means of a live television link (by virtue of a determination by the court that the person is to do so by such means).

B5.1.1 The Service Provider shall liaise with the COPFS, Police Scotland and SCTS to ensure (as far as reasonably practicable) the same day appearance of persons (or Prisoners) arrested on a number of warrants in the relevant courts.

B5.1.2 The Service Provider shall therefore schedule, and manage, the appearance of any person (or Prisoners) who are required to appear in more than one court in one town on the same day (e.g. those persons or Prisoner(s) arrested on a number of warrants who have to appear in more than one court such as a Sheriff and a Justice of the Peace Court within the same, or a different, jurisdictional area).

B5.1.3 For the avoidance of doubt, the Service Provider acknowledges and accepts that the escort of Prisoners from one court to another within the same court building shall not be considered as an additional or chargeable court to court route.

B5.2 Where agreed with the COPFS, Police Scotland and SCTS, or that it is not practicable to ensure the attendance of a Prisoner before the relevant court in another jurisdiction, on the same day; the Service Provider will escort the Prisoner to a PCU for lodging overnight. The Prisoner will preferably be lodged at the PCU serving the court in the other jurisdiction. The Service Provider shall liaise with Police Scotland custody division to ascertain the most appropriate location for overnight lodging. The Service Provider shall ensure any such transfer is recorded in accordance with Section E13.

**B6 Escort of Prisoners from Court to Places of Custody**

B6.1 The Service Provider shall ensure that all Prisoners leave each court at the earliest opportunity and shall seek to minimise the amount of time spent by Prisoners in court custody after they are no longer required by the court and/or the relevant paperwork has been concluded. The extract warrant 'order of the court' will direct where a Prisoner will first be taken.

B6.2 The Service Provider shall escort all Prisoners to places of custody in accordance with the direction given by the court. The Purchaser may, by immediate notice or general notification to the Service Provider, redirect or relocate any Prisoner from court to an alternative Prison, or where appropriate young offender's institution where there are management or operational reasons to do so.

B6.3 The Service Provider shall review the number of Prisoners due to be returned to places of custody, as a minimum, on an hourly basis and take steps to ensure they are transported as directed by the court or as required by any divert instruction notified to the Service Provider.

B6.3.1 The Service Provider shall ensure that court custody suites and Premises are clear of all Prisoners within 30 minutes of the receipt by the Service Provider of the final court documentation and/or directions from the court for that day, regardless of time. The Service Provider shall also ensure that each Prisoner departs the court Premises to a place of custody within 2 hours of receipt by the Service Provider of the court documentation and/or directions from the court with the exception of Glasgow Sheriff and JP courts for Prisoner escorts to HMP Barlinnie where a 90 minute timescale applies.

Notwithstanding the above provisions, the Purchaser may, where effective routing and scheduling supports joint movement of several Prisoners from outlying courts, apply discretion regarding Prisoner departure times to a place of custody relative to the receipt of the court documentation and/or directions from the court.

B6.3.2 The Service Provider shall advise the receiving Prison as soon as possible, and certainly before dispatch, if a Prisoner has particular needs which the Prison may need to consider upon reception (for example; any requirement for an interpreter or specific medical requirements).

B6.3.3 The Service Provider shall notify the Prison (or hospital) that receives committals or returns from court no later than 16:45 hours of the scheduled/expected Arrival times of Prisoners in transit or Prisoners who have yet to be dispatched.

B6.4 The Service Provider shall notify the relevant Prison, on a daily basis, of the expected group sizes for the return and/or committal of Prisoners from court that day. The Service Provider shall ensure throughout the day that, prior to the departure of Prisoners from courts, it advises the relevant places of custody of the Prisoner details, numbers and vehicle departure and expected time of Arrival.

B6.4.1 The Service Provider shall ensure that, as a minimum, young offenders are routed directly to return to the appropriate Prison. Where practicable, adult female Prisoners will also be routed directly to return to the appropriate Prison(s).

B6.5 The Service Provider shall make all efforts to ensure Prisoner Movements (including the scheduling and timing of Prisoner departures from courts to a place of custody specified in B6.3.1) are conducted to ensure Arrival within the standard operational times for the Premises (as specified in Part 3 of Schedule B) that receive committals or returns from court.

Where proceedings involving a Prisoner continue late into the day (i.e. potentially resulting in a Prisoner arriving at the Prison or hospital after 17:00 hours), the Service Provider shall liaise with court officials to determine the expected time that proceedings will conclude. The Service Provider shall advise (before 16:45 hours) the Governor or hospital to which the Prisoner may be committed of the expected time of conclusion and return time of the relevant Prisoner(s).

Where there is any subsequent delay in the Prisoner(s) being dispatched to Prison or hospital, the Service Provider shall continue to provide frequent updates to the receiving Prison (at minimum, hourly) or as agreed with the relevant Prison or hospital.

## **B7 Police Scotland Transfer Escorts**

### **B7.1 Police Scotland Inter-PCU Transfers**

Persons arrested under the authority of a warrant issued by a Scottish Court and who are temporarily held in a PCU may be escorted back to the jurisdiction of the relevant Scottish court.

The Service Provider shall enact and ensure the necessary arrangements to enable the uplift, transportation and escort of such Prisoners, within Scotland, and their Arrival at the PCU serving the court in which the warrant was issued in time for the next lawful day's appearance at court or directly to the court as required.

#### **B7.2 Police Scotland Estate Transfers**

The Service Provider will conduct transfers between PCU each weekend or on a public holiday following a weekend to assist Police Scotland to manage capacity within PCU. A minimum period of 4 hours' notice of escort requirement will normally apply. Such moves will be limited to 40 per week, and shall be scheduled to commence between 12:00 hours and 16:00 hours of the relevant day. A minimum period of 4 hours' notice of the escort requirement will normally apply.

#### **B7.3 Extract warrants (including Recall from Parole/Non Parole/Extended Sentence & HDC Licences, etc.)**

Persons arrested under the authority of a warrant issued by a Scottish court or who have been recalled from licence may be temporarily held in a PCU pending transfer to a Prison.

The Service Provider shall enact and ensure the necessary arrangements to enable the uplift, transportation and escort of such Prisoners to the relevant Prison. A minimum period of 12 hours' notice will normally apply.

#### **B7.4 Inter-Police Force Transfers from outwith Scotland**

Persons arrested under the authority of a warrant issued by a Scottish court and who are temporarily held in a PCU outwith Scotland and within another area of the United Kingdom require to be escorted to the relevant PCU in Scotland or to the court which issued the warrant in line with B5.1 next lawful day. The Service Provider shall enact and ensure the necessary arrangements to enable the uplift, transportation and escort of such Prisoners within the time period indicated by the Purchaser or court.

The Service Provider shall be responsible for ensuring that effective communications are established and maintained to enable it to determine the Prisoner escort requirements from PCUs.

The Service Provider shall, on being advised of the requirement to transport a Prisoner to a place of custody advise the relevant PCU, no later than 2 hours following the receipt of the booking, of the vehicle scheduling arrangements and collection/Arrival times to ensure Arrival at the relevant place of custody having due regard for admission procedures and times.

Exclusions: For the avoidance of doubt, persons arrested in Scotland under the authority of a warrant issued in another part of the United Kingdom are excluded from these inter-force escort arrangements. The Police Scotland will make the necessary arrangements and the Service Provider will not be involved in the transfer of such Prisoners.

### **B8 Hospital Orders**

**B8.1** The Service Provider will undertake the court escorts of all persons subject to a hospital order under the Mental Health (Care and Treatment) (Scotland) Act 2003. The Service Provider shall escort this category of Prisoner to and from court to hospital or Prison (to await a hospital placement) where the warrant or hospital order so requires, or when instructed to do so by a court or Governor of a Prison, and hand-over to the relevant receiving authority.

In order to maximise NHS resources, Prisoners should be conveyed to hospital as soon possible after a bed becomes available and in accordance with the Purchasers requested timescales. A minimum of 48 hours' notice of escort requirement will apply on return from hospital. Where, by exception, it is not possible to provide such period of prior notice, the Service Provider shall ensure that the escort is undertaken in accordance with the Purchaser's requested timescales.

**B8.2** The Service Provider will collect from hospital or Prison all Prisoners transferred on the grounds of mental health, escort to hospital or other approved site and hand-over to the relevant authority. Where required, the Service Provider will accommodate specialist support staff (e.g. mental health nurse), during transportation and, following completion of the escort, shall return such specialist support staff to their respective authority/Premises.

- B8.3 On occasion, a Prisoner/patient's treatment at a hospital may be completed prior to the end of their sentence. The Service Provider shall, where requested, undertake the escort and return to Prison of any such Prisoners to enable them to complete their sentence. The Governor (or their nominated representative) or a hospital may make such requests direct to the Service Provider. A minimum period of 48 hours will normally be received for this Service requirement.

## Section C - Court Custody

### C1 Court Estate and Scottish Courts and Tribunals Service – General

- C1.1 The Service Provider will be responsible for the management of Prisoners within court Premises and throughout the legal procedures, including the management of Prisoners within the dock (subject to the provisions of paragraph C2.10 where persons appear from bail or in answer to citation).

The Service Provider's core tasks in relation to management of Prisoners in courts and court custody suites will be, as a minimum, to:

- Manage custodial business in the criminal courts;
- Management of court custody; and
- Manage bail and discharge arrangements.

- C1.2 The Service Provider shall manage Prisoners and be responsible for their security, care and well-being in transit, within the court custody suite, and during the Prisoner's presence in the courtroom and throughout any proceedings. The Service Provider shall facilitate the needs of such other organisations within the Criminal Justice system that also require the use of court custody suites and access to Prisoner(s) as authorised by the court (e.g. Social Work Services, Victim Information Agency, lawyers, etc.).

- C1.3 The Service Provider shall be required to provide sufficient Staff at each court taking into account the following, as a minimum:

- The physical security of the court room, the dock and the surroundings;
- The physical structure and layout of court buildings (including any vehicular access restrictions) and security risks present;
- The nature and extent of the escort and other related tasks to be undertaken within and around the Premises by the Service Provider;
- Types of special risk (escapee, self-harm etc.);
- Intelligence provided by Police Scotland, the Purchaser or other agency;
- The nature of the hearing;
- The stage that the proceedings have reached;
- The attendance and mood in the public gallery;
- The level of media or public interest;
- The character and demeanour of the accused;
- Whether the Prisoner is subject to Prison Rule 95; and
- The management of extreme security Prisoners (where required).

- C1.4 The Service Provider shall provide the Services to all relevant courts on all court dates including weekends and public holidays as required.

### C2 Courts

- C2.1 The Service Provider shall, as a minimum, staff the following court locations permanently. The Service Provider shall provide an operational staffing profile for all courts.

<b>Glasgow Area</b>	<b>West Scotland</b>	<b>East Scotland</b>	<b>North Scotland</b>
Glasgow High	Alloa Sheriff and JP	Court of Appeal including Sheriff Appeal Court	Peterhead Sheriff and JP
Glasgow Sheriff and JP	Falkirk Sheriff and JP	Edinburgh High	Aberdeen Sheriff and JP
Hamilton Sheriff	Stirling Sheriff and JP	Edinburgh Sheriff and JP	Elgin Sheriff and JP
Lanark Sheriff and JP	Dumbarton Sheriff and JP	Forfar Sheriff and JP	Inverness Sheriff and JP
Airdrie Sheriff	Kilmarnock Sheriff and JP	Dundee Sheriff and JP	Wick Sheriff
Greenock Sheriff and JP	Ayr Sheriff and JP	Perth Sheriff and JP	Aberdeen High
Paisley Sheriff and JP	Stranraer Sheriff and JP	Dunfermline Sheriff and JP	Tain Sheriff and JP (scheduled courts)*
	Dumfries Sheriff and JP	Kirkcaldy Sheriff	
		Livingston Sheriff and JP	
		Selkirk and Jedburgh Sheriff and JP (scheduled courts)*	

\* Scheduled courts do not operate full time but advance notice of days of operation is provided.

- C2.2 The Service Provider shall ensure that other courts not listed in C2.1 are staffed.
- C2.3 The Service Provider shall permanently staff the docks with a minimum of two PCO's during all High Court, Criminal Appeal Court (including Sheriff Appeal Court) and Sheriff Court solemn cases regardless of whether the accused or Prisoner is appearing from bail or in custody. This number may vary for multiple accused trials in accordance with the Service Provider's risk assessment and direction of the court.
- C2.4 Where in a particular case a Judge or Sheriff has indicated in advance to the Service Provider that fewer or no PCOs are required, the Service Provider should ensure that the Clerk of the Court endorses the court records accordingly. The Service Provider shall update and review its risk assessment and ensure that Staff are available (as determined as necessary by the risk assessment) in the court to mitigate the risk of escape.
- C2.5 The Service Provider shall ensure the dock(s) in Sheriff Courts and Justice of the Peace courts are staffed by PCO's in all cases where a person / Prisoner is appearing from custody (Police Scotland, Prison or hospital).
- C2.6 The Service Provider will provide permanent staffing for all docks at the courts specified where the accused is not appearing from custody.

The courts to which this requirement will apply are all sittings of:

- Aberdeen Sheriff Court;
- Airdrie Sheriff Court;
- Ayr Sheriff Court;
- Dundee Sheriff Court;
- Edinburgh Sheriff Court;
- Falkirk Sheriff Court;
- Glasgow Sheriff Court;
- Hamilton Sheriff Court;

- Inverness Sheriff Court;
- Kilmarnock Sheriff Court;
- Kirkcaldy Sheriff Court;
- Livingston Sheriff Court; and
- Paisley Sheriff Court.

For the avoidance of doubt, there will be **no** unstaffed docks in the aforementioned courts.

- C2.7 The Service Provider shall take into custody immediately, with no delay to court business, all persons who are remanded or sentenced to custody (or all persons as otherwise directed by the Judge, Sheriff or Justice of the Peace) and escort them to the designated place of custody. For the avoidance of doubt, this obligation shall include persons appearing in court who were not in the custody of the Service Provider prior to their appearance, but who have to be taken into the Service Provider's custody as a consequence of the outcome of court proceedings.
- C2.8 The Service Provider shall ensure that in permanently staffed courts, sufficient Staff are available to enable a person remanded, sentenced, or otherwise directed in a courtroom in which the dock was unstaffed to be taken into the custody suite immediately, with no delay to court business.
- C2.9 The Service Provider shall ensure in unstaffed courts that arrangements are in place to enable a person remanded, sentenced, or otherwise directed to be taken into lawful custody. The Service Provider shall agree specific response times with the Criminal Justice Partners for each unstaffed court prior to the Go Live Date, and maintain appropriate and agreed arrangements throughout the Contract Term. Unstaffed courts are:

Banff Sheriff and JP	Kirkcaldy JP
Campbeltown Sheriff and JP	Kirkwall Sheriff
Coatbridge JP	Lochmaddy Sheriff
Dunoon Sheriff and JP	Lochgilphead JP
Fort William Sheriff and JP	Oban Sheriff and JP
Hamilton JP	Portree Sheriff
Lerwick Sheriff	Stornoway Sheriff

- C2.10 The Service Provider should note that all accused persons appearing from bail or citation surrender into the custody of the court by appearing in the court dock when their case is called. Until the court directs otherwise, the individual is not in the custody of the Service Provider. The bail order remains in force until otherwise revoked, and the accused is therefore free to leave the dock if and when directed by the court.

### **C3 Court Custody Suite**

- C3.1 The Service Provider shall exercise a duty of care and shall be responsible for the operation of the court custody suites (including Arrival and embarkation of Prisoners from and onto vehicles) in accordance with Legislation and good practice. Prisoners being transported to the High Court in Edinburgh must disembark within the secure vehicle dock area.
- C3.1.1 The Service Provider shall ensure that it establishes and operates clear, auditable operational and risk assessment procedures for Staff to support the safe management and supervision of all persons/Prisoners within court custody suites and cells, the management and control of risks within courts, court custody suites (or other locations designated for this purpose), and the security and safety of Prisoners held in custody.

The procedures shall include, but not be limited to, the assessment and management of risk within each court and court custody suite, cell allocation and monitoring Prisoners including those assessed as at risk,

security locking processes for security doors, cell doors and cell locking, and the secure management of all keys provided to, or obtained by, the Service Provider to enable access to any of the Premises or cells or where there is a requirement to move a Prisoner under escort within such Premises.

The Service Provider shall prepare, review and update a risk assessment (including health & safety and fire safety) for each court and court custody suite, at minimum annually, or as circumstances within the Premises change.

- C3.1.2 The Service Provider shall ensure that Prisoners have access to sanitation and a wash-hand basin (including soap, handtowels and/or drying aids) to enable Prisoners to maintain a good standard of personal hygiene. Where such facilities are not available 'in cell' the Service Provider will ensure appropriate and regular Prisoner access to such facilities (having due regard to the individual needs of the Prisoner).
- C3.1.3 Whilst managing Prisoners within court custody accommodation, the Service Provider will, at minimum:
- Be responsible for the safe keeping of official records and other documentation;
  - Ensure that relevant and up-to-date court listings are available to its Staff;
  - Be responsible for the management of medication and care of Prisoners (where necessary, this would include management of any emergency hospital admittance of a Prisoner from courts and the subsequent supervision of the Prisoner);
  - Account for all items received and handed over (see C3.5);
  - Be responsible for ensuring safe systems of work and the health & safety of Prisoners, Staff and individuals within court custody accommodation; and
  - Be responsible for the security and well-being of each Prisoner.
- C3.2 The Service Provider shall ensure that court custody suite admission arrangements and times allow for the reception of Prisoners, whether escorted from Police Scotland, the Purchaser and/or hospital or escorted by another agency. Court custody suites shall be staffed to manage the Prisoners and to ensure the Prisoner's needs for Legal, Social Work, Mental Health and healthcare support and/or support from other authorised persons are satisfied prior to, during and after appearance in court.
- C3.3 The Service Provider shall ensure that, where a child (under 16 years of age) has been given into the custody of the Service Provider for accommodation in a court custody suite, there is effective and timely liaison with Social Work Services to enable the collation of all appropriate and relevant background information to inform decisions about the management of the child whilst in its care.
- C3.4 The Service Provider shall check and assure the security, health & safety including fire safety, of the court custody suite, the provision by SCTS of relevant toiletry articles and cleaning, and that the environmental management systems (heating, lighting and ventilation) are operational prior to the admission of Prisoners into the court custody suite and areas of the Premises where the Service Provider operates, and subsequently on being vacated. The Service Provider shall ensure such checks are formally recorded within its daily occurrences log. Any maintenance or operational issues identified within the daily use of the court custody facilities shall be reported directly to the SCTS.
- C3.5 The Service Provider shall ensure that Prisoners' property, cash and valuables are correctly recorded and accounted for at points of transfer and appropriately secured in a lock fast place whilst in the care of the Service Provider.
- C3.6 The Service Provider shall ensure that it establishes and maintains appropriate operational procedures to ensure the confidentiality and safe keeping of official records and other documentation generated or handled by the Service Provider's Staff/Court Staff in the performance of the Contract. The Service Provider shall ensure that Prisoner correspondence, including correspondence to or from the Prisoner's legal advisors, is managed in accordance with the Prison Rules and the relevant Purchaser operational instructions, including GMAs, as notified to the Service Provider.

- C3.7 The Service Provider shall make every effort to reduce the risk and incidence of vandalism within the court or court custody suite by Prisoners, and shall report such incidents immediately to the appropriate authorities.
- C3.8 Where the Criminal Justice Partners establish and maintain Memoranda of Understanding (MoU) to facilitate periodic or temporary use of PCUs as an extension of specific court custody suites, the Service Provider acknowledges and accepts that:
- Use of such facilities is subject to the terms of the MoU;
  - Any variant or additional Staff/Court Staff requirements arising from the separate locations will be managed by the Service Provider to ensure the security and welfare of Prisoners; and
  - The resulting movement of Prisoners between PCUs and the court will not be recorded or chargeable as an additional Prisoner Movement.
- C3.8.1 The Service Provider shall, where appropriate and agreed by the Purchaser, fully support the development of MoU arrangements and the maintenance of existing MoUs to support and facilitate effective Service delivery.

#### **C4 Responsibilities within Court Facilities**

- C4.1 For the avoidance of doubt, the facilities management and the physical security aspects of the Criminal Appeal Courts, High Court of Justiciary, Sheriff and Justice of the Peace Courts throughout Scotland is the responsibility of SCTS. This includes the daily cleaning of court facilities, and the physical maintenance or repair of a court.
- C4.1.1 The Service Provider shall maintain auditable records of any incidents, damage, or vandalism, including graffiti, and take immediate action to report any areas or issues of concern relating to the court facilities utilised by the Service Provider to the relevant controller of the Premises and the Purchaser. The Service Provider's responsibility to report includes notifying and ensuring actions are taken with respect to:
- Initiating "call-out" or response procedures (where appropriate) through the SCTS;
  - Locking failures and disclosure of any actual or suspected key compromise;
  - The provision of cleaning consumables (soap, hand towels) and/or availability of drying aids for Prisoners use within court Premises;
  - Any requirement for the management and cleaning of spills and body fluids within a court;
  - Vandalism or damage (as per paragraph C3.7);
  - Any requirement for the management of cell infestation and infection control;
  - Any issues with the provision of access to suitably equipped toilet facilities which includes hand washing/drying facilities and toilet paper;
  - Any issues relating to health & safety, fire safety or environmental health;
  - Any failure of facilities or equipment provided by SCTS; and
  - Managing the response and outcome with the relevant personnel from the SCTS.
- C4.1.2 The Service Provider shall ensure appropriate auditable records and cleaning issues are maintained and made available to support any reported complaint(s) or defects, or for review of maintenance, cleaning or hygiene standards.
- C4.2 Notwithstanding the above, the Service Provider and Staff shall ensure the general cleanliness and that good hygiene standards and infection control procedures are maintained at all times within the court custody facilities in which it operates.

#### **C5 Admission Process**

- C5.1 The Service Provider's admission process shall ensure that each individual or Prisoner is positively identified at the time of Arrival, from any authority, that the individual or Prisoner is the person named on the PER, and confirm that the person is due to appear before the court specified that day.



- C5.2 On Arrival at court, the Service Provider shall ensure that every Prisoner fully understands the regimes and processes whilst in the care of the Service Provider and that information is given, in a language (and format) he/she understands. Staff shall provide initial advice and answer any immediate queries.

Service Provider Staff should satisfy themselves that each Prisoner understands the information and enquire as to whether there are any urgent personal, domestic or legal concerns that require immediate attention and bring these to the attention of the court where necessary.

Where a need for interpretation or translation services is identified at admission of a Prisoner to court, including where the need for such arrangements has not been previously identified or notified by the Police Scotland or a Prison, the Service Provider shall draw the requirement for interpretation services to the attention of SCTS to enable them to make the necessary arrangements for the Prisoner at court. The Service Provider shall also note the requirement on the PER and, where the person is committed to custody, report the need for interpretation in advance to the receiving Prison to enable appropriate arrangements to be enacted during the Prisoner's admission to Prison.

- C5.3 The Service Provider shall ensure that, throughout the admission process and period in custody, Prisoners are held in conditions appropriate to their physical and mental wellbeing and that systems maintain Prisoners' safety, decency, privacy and dignity. This will include ensuring that the arrangements for the allocation and management of cells take into account the requirement for appropriate separation, control and care of Prisoners as specified at paragraphs E1.1.2 to E1.1.3.

- C5.3.1 Proper procedures shall be established and maintained to ensure that Prisoner's needs including any individuals with sensory or physical impairment and/or specific vulnerabilities or welfare needs are identified and that these needs are acted upon without delay (as is reasonably practicable).

- C5.3.2 Any concerns regarding an accused or Prisoner's behaviour (whether suspected mental health issues or other behavioural concerns) during admission or whilst in custody should be communicated to court officials and COPFS (as appropriate).

- C5.3.3 The Service Provider will conduct a Cell Sharing Risk Assessment (CSRA) for every Prisoner, ensuring that assessments are dynamic and reviewed in light of changes in circumstances, behaviour or other information.

- C5.3.4 The Service Provider will ensure appropriate processes are developed and maintained throughout the Contract Term to assess, record and manage risks related to the CSRA.

## **C6 Bail Arrangements**

- C6.1 The Service Provider shall act on the orders and determination of the court or COPFS for the release, discharge or other disposal instructions for each Prisoner.

- C6.1.1 The Service Provider shall ensure the accurate recording of all discharge, bail or other disposal instructions from the court within the Prisoner or court records and the PER which are processed and managed by the Service Provider.

- C6.2 The Service Provider shall ensure that where an accused person or Prisoner appears from custody and is granted bail that any additional bail conditions imposed by the court, and which are a prerequisite of release, are complied with before a Prisoner is released from custody. The Service Provider shall only release a Prisoner when it has received written confirmation from the court that the respective compliance(s) have been obtained. The Service Provider shall undertake all relevant checks in accordance with the Operational Instructions and procedures to ensure Prisoners are not released in error.

- C6.3 A Prisoner appearing in court who is granted bail must, before being released, be given the accused's copy of the bail order and sign the document to acknowledge receipt. The Service Provider shall ensure that the execution Clause on the principal copy bail order has been completed and signed by the member of

Staff/person who gives the accused the copy prior to the release of the Prisoner.

C6.4 The Service Provider shall have no involvement in dealing with bail orders granted by a court in respect of Prisoners who are not present at the time bail is granted.

#### **C6.5 Court Fines**

C6.5.1 The Service Provider shall liaise with court officials in relation to the payment of fines or other monies to be paid. Prisoners will not be conveyed to fines offices for the purposes of paying fines. The Prisoner shall not be released until confirmation has been received from court officials that the monies due are paid. The Service Provider shall therefore manage the:

- Movement of monies between the court custody suite and the relevant office(s) within the court;
- Ensuring that, where a Prisoner wishes to pay a fine by use of a debit/credit card the Prisoner receives access to a telephone, in the cell area, with which to make a direct call to the fines office to tender payment in full (debit/credit card payments may only be made by the payee);
- Return of the extract warrant to the court office with the payment; and
- Issue of a receipt for monies paid by the Prisoner or the Prisoner's representative.

#### **C6.6 Liberation / Release from Courts**

C6.6.1 The Service Provider shall ensure that the relevant Prisoners are liberated /released as soon as practicable, and no later than 1 hour of the Prisoner leaving the court room or following the Service Provider receiving the necessary documentation and/or directions from the court and confirmation by the court of any outstanding fines being paid or bail conditions having been fulfilled.

C6.6.2 The Service Provider's discharge procedures at court shall also include, at minimum, verifying that:

- The relevant authority has completed the necessary documentation authorising the Prisoner's release;
- Where so directed, all instructions from court or Procurator Fiscal (written or oral), in relation to the release of a Prisoner are followed;
- Each Prisoner is adequately clothed and has been provided with food and something to drink as per Section F;
- Each Prisoner is, where appropriate, fit to travel;
- Each Prisoner is in receipt of his/her property, cash and valuables;
- The extract warrants, property, cash and valuables of every Prisoner are fully accounted for and receipt(s) obtained from the person/Prisoner at transfer; and
- Where a Prisoner requires assistance for onward travel, the Service Provider shall ensure they are provided with sufficient information as to how this may be sought.

C6.7 **Exception:** For the avoidance of doubt, where Prisoners have been committed to a backdated, custodial sentence they require to be returned from court to the Prison for the warrant(s) to be processed and verification of the term having been served. The Purchaser will be responsible for the release procedures for those Prisoners returned to Prison.

C6.8 The Service Provider shall ensure that Prisoners, including those who challenge their continued custody, are not liberated/released on the basis of incomplete or inaccurate documentation. The Service Provider shall verify information with the issuing authority to determine whether it would result in a liberation in error/Unlawful Detention to continue to hold the person in custody. The Service Provider will be responsible for informing the appropriate authority of the release and shall retain any documentation authorising such releases on file.

#### **C6.9 Court Records**

C6.9.1 The Service Provider shall, where required, undertake the secure movement and carriage of court, Police Scotland, the Purchaser or other Prisoner records between Premises to support efficiency within the

Services, and ensure the transfer and exchange of information to appropriate authority personnel. Such document movements shall include, but not be limited to, warrants, production sheets, social enquiry reports, psychiatric reports, Prisoner healthcare information, any Suicide Risk Identification Court Form, and the PER. For the avoidance of doubt this requirement applies when Prisoners are moving on the same route.

C6.9.2 The Service Provider shall ensure that it retains, catalogues and archives in secure and dry conditions, the court records that it creates, utilises or requires to provide the Services. This shall include:

- Route sheets, completed Prisoner Escort Record (PER), Prisoner Escort Management System information that shall be retained for six years from their original date (the 'retention period');
- Spent Court Occurrence Books, Property Registers, and Receipt Books shall also be archived and retained for six years from their original date; and
- The retention period applies to paper and electronic records, and data generated by the Service Provider which may be stored in electronic format.

C6.9.2.1 The records shall remain the property of the Purchaser and it shall have free access to the records and information upon request or within 24 hours of any request for access.

C6.9.2.2 The Service Provider shall ensure that its retention and storage complies with the Data Protection Act (1998), and that it undertakes the secure confidential disposal of such relevant time expired records following the retention period.

C6.9.2.3 Court records (which remain within the retention period) will be transferred by the Service Provider to the Purchaser at the expiry or termination of the Contract.

C6.9.2.4 The Service Provider acknowledges that the protocols and retention periods for specific court records may be subject to review and revision during the Contract Term by the Criminal Justice Partners. The Service Provider shall operate within the terms of any revised court record document retention periods.

## **C7 Lawful Custody**

C7.1 Where a custodial disposal is ordered, the Service Provider shall ensure that the Prisoner is escorted to the court custody suite, with no delay to court business, and thereafter to Prison for the management of the sentence. The Service Provider shall check that extracts of committal/warrants have been correctly completed.

C7.2 Where the Prisoner has appeared from Prison custody, and the PER is accompanied with a production sheet, the Service Provider shall ensure that the disposal of each case heard is clearly and accurately recorded, along with the relevant Procurator Fiscal reference number (or any other case reference as the Purchaser may require). The Service Provider shall ensure that this information is passed to the Purchaser on the production sheet in the written format agreed within the Service Provider's Operational Instructions.

## **C8 Court-Based Support Services**

C8.1 The Service Provider shall co-operate with all authorised court based services including, for example, Social Work Services, Mental Health, Addictions and Youth workers to ensure appropriate access to Prisoners within courts to enable these staff and organisations to undertake their statutory or general duties.

C8.1.1 Any relevant information including social enquiry reports or psychiatric reports, risk assessment(s) of Prisoner(s) and any possible identified risk of self-harm by the Prisoner shall be recorded, transferred and communicated by the Service Provider to Social Work and/or Mental Health staff.

## Section D – Other Escort Services

### D1 General

D1.1 **Other Escort Services** The Service Provider shall undertake Prisoner Movements (on occasion may be outwith Scotland but within the United Kingdom) including those requiring extreme security escorts, who require to attend an event/appointment at an approved location for any of the following reasons, including but not limited to:

- D2 Children’s hearings;
- D3 Committal of children to Prison;
- D4 Funeral escorts;
- D5 Identification parade/Police Scotland interview;
- D6 Immigration and Asylum Tribunal cases;
- D7 Deportations;
- D8 Extraditions;
- D8 Inter-jurisdictional transfers (England & Wales, Northern Ireland);
- D9 Marriage and civil partnership escorts;
- D10 Hospital and/or other approved healthcare appointments;
- D11 Hospital Escort & Bedwatch Activity (including maternity);
- D12 Mental Health Tribunal cases;
- D13 Social Security Tribunal cases;
- D14 Special Escorted Leave (SEL) and/or Escorted Exceptional Day Absence (EEDA);
- D15 Home leave escorts (Open Estate);
- D16 Other Escorts;
- D17 Inter-prison transfers;
- D18 Inter-prison visits; and
- D19 Community placement escorts.

D1.2 The Service Provider shall develop and maintain operational procedures and instructions for Staff which recognise and address the dynamic nature of each of the escort types detailed above. The Service Provider shall maintain these procedures and ensure that they are available for review by the Purchaser upon request. The Service Provider shall also communicate any proposed changes of the Operational Instructions or procedures, previously reviewed by the Purchaser, prior to implementing such revisions.

D1.3 The Service Provider shall establish and maintain effective liaison and communication flows with the Premises in accordance with agreed protocols to enable the Service Provider to determine and prepare lists of relevant persons to be conveyed and escorted (as appropriate) in accordance with the various types of escort outlined in this Section D.

D1.4 The Service Provider having planned its routing and scheduling programme for Other escorts Services will advise the relevant Premises of the days Prisoner escort groupings, vehicle scheduling, collection/anticipated Arrival times, and any other relevant arrangements for the escort no later than 06:00 hours on the day that the escort is due to take place.

Whilst minimum notice periods are indicated to support effective scheduling and management of the escort activities, the Service Provider accepts that it may exceptionally receive late notification of a requirement specifically for Other Escort Services. The Service Provider shall make all reasonable endeavours to meet such requests, particularly where these requests are non-routine or emergency in nature.

D1.5 The Service Provider's Operational Instructions shall include a provision that its escort Staff shall wear uniform/clothing specific to the nature of Other Escort Services where detailed within this section D of Schedule B.

D1.6 The Service Provider shall undertake a security and risk assessment of each individual Prisoner taking into account the circumstances of the Other Escort Services, previous Prisoner history and other relevant

information available to the Service Provider, such as expected journey time and rest breaks, to determine and ensure the appropriate staffing levels for the effective management and care of the Prisoner(s) during each Other Escort Service.

## **D2 Children's Hearings**

- D2.1 The Service Provider shall collect from Prisons all Prisoners given permission by the Governor to attend a Children's Hearing, escort to the approved visit location, and return the Prisoner to the Prison. A minimum period of 7 days' notice of escort requirement will normally apply.
- D2.2 Where children (young persons under age 16) are held by the Police to be taken to a Children's Hearing the Police will liaise with Social Work Services to manage the escort needs. In such circumstances the Service Provider will not be responsible for the escort of children or young people to Children's Hearings. This is the responsibility of the Local Authority.

## **D3 Committal of Children to Prison**

- D3.1 Scottish Ministers may direct the detention of a child (under 16 years of age) to a place of custody such as a young offender's institution. The Service Provider shall be responsible for the escort requirements to and from the place of custody. The Service Provider shall ensure that Social Work Service personnel are contacted and involved in the transfer process to the extent requested by Social Work Services or as required by Legislation.

## **D4 Funeral Escorts**

- D4.1 The Service Provider shall escort all Prisoners given permission by the Governor to attend a funeral and shall return the Prisoner to Prison immediately following the funeral proceedings. The Governor will determine and specify the ceremonies or rites and location(s) the Prisoner is to attend, and advise the Service Provider at the time of requesting this Service. A minimum period of 24 hours' notice of escort requirement will normally apply.

## **D5 Identification Parade/Police Interview**

- D5.1 The Service Provider shall collect from a Prison, escort to an approved PCU, hand over to Police Scotland, collect from the Police Scotland and return to a Prison those Prisoners required for identification (I.D) parades and/or interview. A minimum period of 24 hours' notice of escort requirement will normally apply.
- D5.2 Where the requirement is for an identification parade, also known as VIPER (Video Identification Parade Electronic Recording), the Service Provider's Staff will make themselves, along with the details of the Prisoner they have on board, known to the duty officer upon arrival at the PCU. This is to allow for the Prisoner to be taken in and processed as quickly as possible.

Once the VIPER/ I.D parade has finished, a call should be made to the Service Provider's control room by Police Scotland advising that the Prisoner is ready for collection, along with the name of the Prison where the Prisoner is to be returned.

Following receipt of the phone call, the Service Provider shall undertake the escort within the one hour of the notification being received.

In the event the Service Provider is unable to collect the Prisoner within the hour, a call shall be made to the PCU and Prison informing them of the delay and the reason for the delay, along with an approximate estimated time of arrival where possible.

- D5.3 The Service Provider shall escort any Prisoners detained in a psychiatric hospital under the arrangements detailed in Section B8 – Hospital Orders who are required to attend for an I.D parade, or for some other purpose (such as the taking of DNA samples), to and from the required Premises.

- D5.4 At hand-over, Police Scotland shall sign the PER to confirm they have taken custody of the Prisoner. Similar arrangements will apply when the Service Provider resumes custody of the Prisoner following completion of Police Scotland activities. Police Scotland will provide any relevant updates to the Service Provider upon collection of the Prisoner.
- D5.5 Section 1 of the Criminal Justice (Scotland) Act 2016 provides specific authority for Police Scotland to undertake and conduct interviews with Prisoners or those held in custody.

**Exception:** The Service Provider will not be required to undertake escorts for Prisoners, patients or accused persons where the requirement is conducted under Section 1 of the Criminal Justice (Scotland) Act 2016 on the basis the person is arrested, albeit on the basis they are not officially accused.

## **D6 Immigration and Asylum Tribunal Appeals**

- D6.1 The Service Provider shall collect from a Prison, undertake the escort and return to a Prison, all dual status Prisoners (i.e. those detainees serving a custodial sentence) required to attend an immigration appeal. A minimum period of 24 hours' notice of escort requirement will normally apply.
- D6.2 The Service Provider shall liaise with those conducting the immigration appeal, or with the authority receiving the Prisoner, to establish the necessary security measures to be taken while maintaining the appropriate duty of care for the Prisoner. Where possible, the Service Provider, the Purchaser and other agencies involved will agree an approximate time-scale and plan for the escort.

## **D7 Deportations and Extradition**

- D7.1 The Service Provider shall escort any person awaiting deportation who is committed by a court, to any PCU or Prison. Where such detainees are required for subsequent appearance at court they will be booked for appearance in accordance with the requirements of section B of Schedule B.

For the avoidance of doubt, persons awaiting deportation will normally only be committed to a Prison in exceptional circumstances. The task of escorting a Prisoner to a deportation location is normally carried out by a contractor on behalf of the Immigration Services. The Service Provider may, in exceptional circumstances, be requested and required to undertake escorts or Prisoner Movement to a specified location to enable transfer of the person to the appropriate authority.

- D7.2 The Service Provider shall escort Prisoners who are subject to an extradition order from a Prison to a PCU to facilitate the execution of the order by Police Scotland. The Service Provider may be required to transport a Prisoner from one PCU to another PCU closest to the extradition port as specified in the extradition order.

## **D8 Inter-Jurisdictional Transfers (England & Wales, Northern Ireland)**

- D8.1 The Service Provider shall establish and maintain arrangements with the Home Office and the Purchaser for the transfer of Prisoners and their property to and from HM Prison Service Prisons in England & Wales or Northern Ireland, to and from Scotland.

- D8.1.1 The Service Provider shall undertake the scheduled, nominally fortnightly, inter-jurisdictional transfer of Prisoners from Scotland to HM Prison Service Prisons in England & Wales. The arrangements for all Scottish Prison transfers are co-ordinated and normally channelled through HMP Edinburgh. The Prisoners and their property are currently escorted into the England & Wales system at the Prisons detailed below:

- Males & Young Adult Males (18-21) - HMP Durham;
- Males (Young People 15-18) – HM YOI Wetherby;
- Males (High Security) – HMP Frankland; and
- Females (Adults & Young Offenders) – HMP Low Newton.

- D8.1.2 For the avoidance of doubt, the Service Provider acknowledges that the arrangements for the scheduled inter-jurisdictional transfers are subject to periodic review. The Service Provider shall undertake scheduled inter-jurisdictional transfers to any alternative or new Prison locations in England and Wales as may be notified to the Service Provider.
- D8.1.3 The Service Provider shall undertake such scheduled inter-jurisdictional transfers of Prisoners to and from Scottish Prisons to the Northern Ireland Prison Service as may be requested by the Purchaser. A minimum period of 7 days' notice of escort requirement will normally apply.
- D8.2 In addition to the above, the Service Provider shall transfer Prisoners for court appearance and sentence recall to various locations throughout England and Wales, Northern Ireland from Scottish Prisons. A minimum period of 48 hours' notice of escort requirements will normally apply.

#### **D9 Marriage and Civil Partnership Escorts**

- D9.1 The Service Provider will collect from Prisons all Prisoners given permission, by the Governor, to marry or register a civil partnership outside the Prison. The Service Provider will escort the Prisoner to the place of marriage or civil partnership, remain with the Prisoner throughout the ceremony then return the Prisoner to Prison. A minimum period of 7 days' notice of escort will normally apply.
- D9.2 The Governor will determine the ceremonies or rites and location(s) the Prisoner is to attend, and advise the Service Provider at the time of requesting the escort. The Prisoner should be returned to the Prison as soon as the ceremony, including any photographs, is concluded. Prisoners shall only be permitted to participate in post ceremony photographs where prior authorisation has been provided to the Prisoner and communicated to the Service Provider by the Governor prior to the escort.

#### **D10 Hospital and/or Other Approved Healthcare Appointments**

- D10.1 The Service Provider shall collect from a Prison all Prisoners requiring scheduled day patient healthcare treatment, escort them to the agreed location, remain with and maintain secure custody during the escort and treatment, and return the Prisoner to the dispatching Prison.

The Service Provider's scheduling and management of such healthcare escorts will reflect the Arrival of the Prisoner at specified locations (such as hospitals, opticians, dentists and/or other Prisons for treatment) as required by the medical officer and approved by the Governor in sufficient time to enable attendance at the scheduled appointment. This activity will also include the escort of a mother where the baby/infant is the patient attending a healthcare appointment. A minimum period of 48 hours' notice of escort requirement will normally apply.

**Exception:** Where, having attended hospital or a scheduled medical appointment, it is deemed appropriate by the relevant healthcare adviser/medical staff that the Prisoner (or baby/infant as patient) is required to attend a further follow-up appointment, the Service Provider shall facilitate this within the 48 hour response time.

#### **D11 Hospital Escort and Bedwatch Activity (including Maternity)**

- D11.1 Where admission (confinement) to hospital is pre-planned, the Service Provider shall escort the Prisoner from the holding Prison at the agreed time to the hospital prior to commencing the hospital security and supervision duty. At the end of any period of healthcare confinement, the Service Provider shall return the Prisoner to the holding Prison. A minimum of 48 hours' notice of the initial escort requirement will normally apply.
- D11.2 The Service Provider shall also assume responsibility for the security and supervision of a Prisoner who has been, or requires to be admitted (confined) to hospital following an emergency. The Service Provider shall ensure that its Staff respond to such requests and are available to assume responsibility for the Prisoner at the required location within 90 minutes of any request from the Purchaser.

The Governor (or their representative) will advise the specific need for supervision, provide information in relation to the Prisoner to inform the Service Provider's assessment of risk, and the location of the escort/supervision. The Service Provider shall outline the expected time to respond and commence the specific Prisoner supervision (and relieve any Prison staff who may have initially escorted the Prisoner to hospital). The Service Provider shall update the Purchaser of any situation or circumstances which affects the time stated to commence the Prisoner supervision.

- D11.3 The Service Provider shall ensure that those Prisoners admitted to hospital direct from court, following an emergency or order of the court, are subject to appropriate security and supervision arrangements.
- D11.4 The Hospital Escort and Bedwatch Activity provisions of D11.1 to D11.3 include those Prisoners subject to a Hospital Order (as per Section B8 – Hospital Orders) under the terms of Mental Health (Care and Treatment) (Scotland) Act 2003) that require transfer, supervision and confinement within a general NHS hospital.
- D11.5 The Service Provider shall ensure that its Operational Instructions and procedures and Staff interaction for any Hospital Escort and Bedwatch Activity of Prisoners (either D10 or D11) appropriately balances the need for decency, privacy and dignity of the patient/Prisoner during any treatment with the need to maintain appropriate and secure custody (including the provisions of E1.3.3 when managing Prisoners who are pregnant (pre-natal and during maternity)).
- D11.6 The Service Provider must ensure patient confidentiality is maintained at all times. Confidentiality dictates that no clinical information shall be verbally passed to the Service Provider's Staff without the express written consent of the patient/Prisoner. Where clinical information is provided to the Service Provider or overheard in the line of duty, the Staff shall ensure the confidentiality of such information (subject to the requirement to transfer relevant healthcare information to the Purchaser's staff).

Written, sealed healthcare records may also accompany the returning Prisoner. Where such records are provided by the hospital, the Service Provider shall arrange for the secure movement and transfer of such documents. Receipt of transfer of healthcare records shall be recorded on the PER.

## **D12 Mental Health Tribunals**

- D12.1 The Service Provider shall collect from a Prison all Prisoners required to attend a Mental Health Tribunal, escort to the agreed location and return to the Prison. A minimum period of 48 hours' notice of escort requirement will normally apply.
- D12.2 The Service Provider shall liaise with those conducting the tribunal to establish any specific security measures that require to be taken whilst maintaining the appropriate duty of care and security for the Prisoner.

## **D13 Social Security Tribunals**

- D13.1 The Service Provider shall collect from a Prison all Prisoners given permission (by the Governor) to attend a Social Security Tribunal, escort to the agreed location and return to the Prison. A minimum period of 48 hours' notice of escort requirement will normally apply.
- D13.2 The Service Provider shall liaise with those conducting the tribunal to establish any additional or specific security measures that require to be taken whilst maintaining the appropriate duty of care and security for the Prisoner.

## **D14 Special Escorted Leave and/or Escorted Exceptional Day Absence**

### **D14.1 Special Escorted Leave (SEL)**

- D14.1.1 The Service Provider shall collect from a Prison any Prisoner who has been granted SEL. These will apply to low supervision Prisoners located in an open Prison or those Prisoners located in a National top-end facility



who have been approved to participate in the SEL scheme.

D14.1.2 The Service Provider shall uplift the Prisoner(s), undertake the escort to the location agreed with the Governor, remain with the Prisoner(s) throughout, maintaining the appropriate duty of care and security, and return the Prisoner(s) to the Prison at the end of the SEL. A minimum period of 7 Days' notice of escort will normally apply.

D14.1.3 Prisoner's will be on licence and a copy of the licence will be made available to Service Provider's Staff at the transfer of responsibility, this will determine the exact scope of the SEL. Prisoners should not be hand-cuffed (as per E1.3.2). Escort staffing levels should be appropriate for the supervision level of the Prisoner and in the majority of escorts one escort Staff would be appropriate. Escorting Staff should not be seen in full uniform or anything that could draw the public's attention to the Prisoner and escort (i.e. wearing of civilian clothing or jacket or any items where the company motif has been removed).

D14.1.4 Following completion of the SEL, the Service Provider shall provide a report on the conduct and demeanour of the Prisoner and the environment.

#### **D14.2 Escorted Exceptional Day Absence (EEDA)**

D14.2.1 The Service Provider will collect from a Prison any Prisoner who has been granted EEDA. The exact scope of the EEDA will be determined in advance by the Governor of the holding Prison and the detail passed to the Service Provider. A minimum period of 24 hours' notice of escort will normally apply.

D14.2.2 The Service Provider shall carry out a security risk assessment and determine the appropriate staffing for such escorts. The Service Provider will uplift the Prisoner(s), undertake the escort to the location agreed with the Governor, remain with the Prisoner(s) throughout, maintaining the appropriate duty of care and security, and return the Prisoner(s) to the Prison at the end of the EEDA.

D14.2.3 Following completion of the EEDA, the Service Provider shall provide a report on the conduct and demeanour of the Prisoner and the environment.

#### **D15 Home Leave Movements**

D15.1 The Service Provider will collect from a Prison all Prisoners granted home leave, transport them to the approved central drop-off point(s), arrange for their uplift from these point(s) at the agreed pick up time and transport back to the relevant Prison. A minimum period of 48 hours' notice of escort requirement will apply.

D15.2 The exact location, timing for drop-off and uplift times for each of the Prisoners and the frequency of journeys will be determined in advance by the Governor of the holding Prison. Details will be provided to the Service Provider when each Home Leave movement is booked.

#### **D16 Other Escorts**

D16.1 The Service Provider will, where requested by the Purchaser, undertake ad-hoc other Prisoner Escorts. A minimum period of 48 hours' notice of such escort requirements will apply. These may include:

- Prisoner attendance at lifer tribunals;
- Prisoner Movements (individuals or groups) to support inter-prison competitions;
- Prisoners attending civil proceedings; and
- Prisoners participating in Criminal Justice forums.

D16.2 For the avoidance of doubt the Service Provider shall, where required, schedule and undertake the other Escorts outlined in this Section D16 to any specified location(s) anywhere within the United Kingdom (including Northern Ireland and the Scottish islands).

## D17 Inter-Prison Transfers

- D17.1 **Routine Transfers.** The Service Provider will be notified of the requirement to transfer Prisoners by Prisons, they will then arrange to collect from the holding Prison all Prisoner(s) to be escorted to another Prison in Scotland, undertake the escort and hand over the Prisoner(s) to Prison staff at the receiving location. Such escorts will then be undertaken on the next scheduled transfer day for the holding Prison in line with the inter-prison transfer matrix.
- D17.2 **Lodging for court.** The Governor of a Prison, outwith the jurisdiction of a specific court, has an obligation to ensure the Arrival at court of those Prisoners who are required by the court. To facilitate this arrangement, Prisoners may have to be accommodated at a local Prison on the night before their appearance. The Service Provider shall escort Prisoners to the local Prison for this purpose as directed by the Purchaser. A minimum period of 24 hours' notice of escort requirement will normally apply.
- D17.3 **Population Management.** Where an influx of Prisoners from court results in a Prison exceeding its agreed capacity, the Service Provider shall escort Prisoners to an alternative Prison for this purpose as directed by the Purchaser. The Service Provider will seek to utilise the inter-prison transfer matrix for such movements however where there is an excessive time lapse until the next transfer day the Purchaser may request an additional transfer. A minimum period of 48 hours' notice of escort requirement will normally apply. For escorts from HMP YOI Cornton Vale, and thereafter the new National Women's Facility, daily transfers may take place.
- D17.4 **Non-Routine or Emergency Transfers.** The Purchaser may, at short notice, request the non-routine or emergency transfers of Prisoner(s) from specific Prisons to an alternative Prison(s) following serious Prison disruption or incident(s) (known as operation tornado) involving individual(s) or a group of Prisoners.

The Service Provider shall, on being made aware by the Purchaser of any potential or actual requirement for non-routine or emergency transfers (these may be outwith Prison opening times), liaise with the Purchaser to clarify the operational requirement and to mobilise the relevant Service Provider resources to support the required volume and geographic dispersal of any transfers.

The Service Provider shall maintain pre-agreed (with the Purchaser) operational contingency support plans which, as a minimum, identify the number of personnel, vehicles, operational bases and response times that are available to respond to any such non-routine or emergency transfer request.

The parties, shall, following any such mobilisation request discuss the impact, if any, on next day's planned Prisoner Movements and escort activity, and maintain the necessary operational communications until the escort transfer activities have either been successfully completed, or the issue giving rise to the potential need for emergency transfer(s) have been otherwise concluded.

- D17.5 The Prisoner's property, including valuables, warrant and healthcare record shall normally accompany the Prisoner during any inter-prison transfer(s) however, the Purchaser may require some short-notice Prisoner Movements to be completed without Prisoner property. In these latter cases the Purchaser may, by notice, request the Service Provider to undertake the subsequent transfer of Prisoner property.
- D17.6 **Exclusions:** For the avoidance of doubt, inter-jurisdictional transfers (Section D8) or inter-prison transfers (this Section D17) where the person or Prisoner is held in custody outwith the United Kingdom (including Northern Ireland), or a person or Prisoner is to be escorted and transferred to the custody of another jurisdiction (outwith the United Kingdom) are excluded from the scope of Services. The Purchaser or Police Scotland (as appropriate) will make the arrangements and undertake the escort.

## D18 Inter-Prison Visits

- D18.1 The Service Provider will collect from the holding Prison all Prisoners given permission for an inter-prison visit. The holding Prison will agree an approximate time-scale and plan for the inter-prison visit prior to requesting the escort.

The Service Provider shall plan the necessary escort activity to meet the Purchaser's requested dates, collect the Prisoner(s) from the holding Prison, escort to the other Prison, and transfer the Prisoner to the Purchaser's staff. At the end of the visit period, these procedures will be reversed and the Prisoner returned to the original Prison by the Service Provider. A minimum period of 7 Days' notice of escort requirement will normally apply.

#### **D19 Community Placement Movements**

- D19.1 The Service Provider shall collect from a Prison all Prisoners participating in community based work placements, transport them to their approved work location/drop-off point(s) and return them to the Prison at the end of the working day. A minimum period of 48 hours' notice of escort requirement will normally apply.
- D19.2 The exact locations, timing for drop-off of Prisoners and frequency of journeys will be determined in advance by the Governor of the holding Prison and communicated to the Service Provider. The mode of transport may also specified by the Governor for these movements.

### **Section E - Secure Custody and Good Order**

#### **E1 Security - General**

- E1.1 The Service Provider shall be responsible for maintaining the secure custody of Prisoners in its care, exercising safe working practices, maintaining standards of Prisoner care, confidentiality of information, and impartiality at all times in its operations with Prisoners. The Service Provider shall ensure that its Staff are made aware of, and consistently deliver these requirements and understand their role in maintaining these aspects of Service delivery under this Contract.

The Service Provider shall assess, identify and manage security risks to ensure the safe custody and control of Prisoners at all times, to minimise incidents within the Services, to prevent escape, and to protect the public and Staff. The Service Provider shall ensure that dynamic security is managed to minimise access or the supply of Unauthorised or Prohibited Articles into Prisons or to Prisoners during escort or court custody activities. The Service Provider shall be responsible for the continuous assessment and management of security risks throughout the Contract. The Service Provider shall ensure that its own standards promote a strategic and proactive approach to the management of security, and provide an appropriate emphasis on assessment of threat/risk.

- E1.1.1 The Service Provider shall complete a security and risk assessment of each individual Prisoner taking into account the circumstances of the escort, previous Prisoner history, and other relevant information available to the Service Provider to determine and ensure the appropriate treatment and staffing security levels for each escort.
- E1.1.2 Certain categories of Prisoner require to be held separately. Children (under 16 years of age) and young people (aged 16 & 17) require to be kept apart from adults by virtue of Article 37(c) of the United National Convention on the Rights of the Child. Men and women require to be kept apart by virtue of Section 126 of the Prisons and Young Offenders Institutions (Scotland) Rules 2011. In addition, the Prison Rules requires that young offenders, untried and civil Prisoners be held separately from other Prisoners, so far as is reasonably practicable.
- E1.1.3 The Service Provider must have in place a system that ensures the appropriate separation of Prisoners at all times (including during transit). This system must be compliant with all relevant legislative provision (including any amendments to the position outlined in the previous paragraph E1.1.2), taking cognisance of individual Prisoner's needs and risks, and to be designed to ensure the security, safety and wellbeing of Prisoners.
- E1.1.4 The Service Provider's operational procedures and instructions shall place first emphasis on, and fully reflect appropriate security standards. These shall include, but not be limited to security at:

- Point of hand-over from agencies;
- Point of transfer to/from vehicles to the Premises (court, Police Scotland, Prison or other locations);
- During transit;
- During court custody suite confinement;
- During transfer or movement within court(s) Premises;
- During court hearings; and
- During Other Escort Services.

E1.2 The Service Provider shall establish and maintain Operational Instructions and procedures which ensure effective control and security of Prisoners during all escort and custodial activities. The procedures shall be designed to minimise and prevent any loss of control or order, attempted escapes or actual escape, and ensure the effective management of any such incidents. These procedures should include, but not be limited to:

- Use of mechanical restraints such as handcuffs and escort chains where risk assessments deem appropriate;
- Arrangements when Prisoners are entering and exiting vehicles;
- Management and security of Prisoner's property;
- Search procedures;
- Management and control of visitors;
- Other special security features;
- Communications with others;
- Equipment testing;
- Arrangements for secure access to toilets on journeys;
- Instructions to Staff on security and operational procedures; and
- Appropriate staffing arrangements to maintain secure custody and order.

### **E1.3 Use of Mechanical Restraints**

E1.3.1 In determining the appropriate use of mechanical restraint (such as handcuffs and escort chains), the Service Provider shall utilise security procedures commensurate to the assessed or identified risk(s) associated with each Prisoner, the level of threat, and the location of the escort on a case by case basis.

The use of mechanical restraints shall not be used at a higher level than necessary to reasonably mitigate against assessed or identified risks or to maintain appropriate security. The Service Provider's risk assessment should also balance the assessed need to use handcuffs from a security perspective, against the impact of such a decision on the Prisoner's dignity.

E1.3.2 The Service Provider, in certain situations, shall recognise the presumption against the use of mechanical restraints in specific circumstances, or for some types of Prisoner, which may only be rebutted in exceptional circumstances following the completion of a security and risk assessment. Prisoner types and circumstances include, but are not limited to:

- The escorting of low supervision Prisoners located in or in the process of transferring to an open Prison, transferring to Women's Community Custody Unit or those attending community placements;
- In the escorting of Prisoners located in a National top-end facility who have been approved to participate in the Special Escorted Leave (SEL) scheme;
- The management of Prisoners who are pregnant (pre-natal and during maternity) including during hospital confinement; and
- Individuals of either gender who through reasons of age or other physical incapacity cannot credibly be considered to present a threat of escape or pose a risk to public safety.

E1.3.3 In all other circumstances, and in accordance with E1.3.1, the use of restraints may only be sanctioned following a security and risk assessment which balances security concerns with concerns for the Prisoner's dignity.

E1.3.4 In exceptional circumstances where, following such security and risk assessment, the Service Provider deems it necessary to employ such restraints on a case by case basis and in specific circumstances to individual Prisoners as defined in E1.3.2, the reasons and circumstances shall be recorded in the PER, and the Purchaser will be immediately notified. The Service Provider's security and operational risk assessment procedures shall also recognise when the circumstances again support the presumption against the use of mechanical restraints for that Prisoner.

#### **E1.4 Extreme Security Escorts**

E1.4.1 The Service Provider shall comply with the purchaser's operational policy/briefings for the identification and management of extreme security escorts and shall conduct extreme security escorts in accordance with such instructions as directed by the Purchaser. Where Police Scotland support for extreme security escorts is deemed necessary, this will be arranged by the Purchaser with details of the resulting escort requirement then communicated to the Service Provider.

E1.4.2 The Service Provider shall ensure that any extreme security escorts are conducted by driver(s) who are appropriately tactically trained and certified for such escorts which enable them to drive safely under Police Scotland escort. The Service Provider shall maintain a register of those drivers competent to conduct such escorts.

E1.4.3 Vehicle(s) used for extreme security escorts will, at minimum, meet ballistic specifications (B4/ BR4) with the ability to safely maintain appropriate control and speed under Police Scotland escort.

E1.4.4 The Service Provider shall ensure the provision of appropriate Personal Protective Equipment (PPE) i.e. ballistic vests, for Staff tasked with undertaking extreme security escorts.

E1.4.5 Prisoners being escorted under the extreme security category will be provided with appropriate PPE (i.e. ballistic vest) by the Service Provider should risk assessment deem this appropriate.

#### **E2 Prisoner Accommodation**

E2.1 The Service Provider shall ensure that appropriate security measures are maintained within court custody suites, any alternative holding accommodation, where no court custody suite exists, and in the case of non-court related escorts where locations comprise public places (public buildings, hospitals, dentists, opticians, churches, etc.) or during any Prisoner Movements at such locations.

#### **E3 Security Locking and Keys**

E3.1 The Service Provider shall ensure and maintain appropriate Operational Instructions and processes to support effective security locking, maintain secure custody, and ensure effective management of keys for the court custody suite or cells, vehicles, and any keys provided to access specific PCUs or parts thereof, whether or not, in accordance with any MoU.

E3.2 The Operational Instructions for key control and management shall, as minimum, ensure that:

- Keys are only issued to Staff authorised and required to have them;
- Staff carrying keys ensure that they are securely held, out of sight at all times and returned prior to leaving the secure location;
- Checks are carried out to ensure that all keys are properly accounted for, at a minimum, when court custody suites are locked for the night or at times where Staff changeovers occur;
- Access to vehicle keys is appropriately managed and controlled (for avoidance of doubt, all vehicle keys are considered to be secure keys and should be managed accordingly); and
- All incidents of security lock or key compromise or loss including unauthorised removal of key(s) from Premises are reported to the Purchaser.

**E4 Operational Communications**

E4.1 The Service Provider shall establish and maintain appropriate communication flows and channels to support effective day-to-day, regular reporting, incident or contingency, and out-of-hours operational communications to underpin delivery and performance of the Services. This shall be:

- Within its own operations;
- With the Escort Monitor;
- With all Scottish Prisons;
- With Police Scotland;
- With the courts (the Crown Office, Procurator Fiscal's Offices, and SCTS);
- With relevant Hospitals; and
- With other stakeholders as deemed appropriate or relevant to managing inter-jurisdictional or cross border transfers within the United Kingdom.

**E5 Reportable Incidents**

E5.1 The Service Provider shall ensure and maintain appropriate Operational Instructions for incident reporting and logging (including but not limited to the Reportable Incidents detailed in Part 2 of Schedule B: Reportable Incidents), including procedures for contacting the Escort Monitor and relevant personnel within the Criminal Justice Partners.

E5.1.1 The Service Provider's Operational Instructions shall reflect that, following a reportable incident, the Escort Monitor will be informed immediately or at the earliest opportunity. A written incident report will be submitted to the Escort Monitor within 24 hours and, where requested by the Escort Monitor, a full investigation report will be submitted to the Escort Monitor within 10 working days thereafter.

E5.2 The Service Provider shall establish and maintain a protocol for the investigation, reporting and provision of further information or review for all reportable incidents as outlined in Schedule B.

E5.3 The Service Provider, as first on scene, shall manage any major or minor incidents of disorder or incidents that arise amongst Prisoners under its control, in transit, or in the court custody suites within which the Services are performed. The Service Provider will co-operate with Police Scotland/emergency services and the relevant partner / authority as required to manage the incident and in any follow-up actions or review. The chain of custody and preservation of evidence shall be maintained at all times.

E5.4 The Service Provider shall ensure that it develops and adheres to the incident management protocols and control systems agreed in conjunction with the Purchaser and Police Scotland. The Service Provider shall ensure that its incident management and control system includes a requirement and obligation to gather and record intelligence during incidents and to communicate such information to the Purchaser and/or Police Scotland during (ideally on a 'real time' basis as events occur) and following any incident.

**E6 Security Arrangements for Authorised Visits to Prisoners**

E6.1 The Service Provider shall ensure that any Prisoner visits authorised by an appropriate authority (e.g. Judge or Sheriff, Procurator Fiscal, or the Purchaser) are conducted in a manner that ensures the safety and the secure custody of Prisoners; the safety and control of official visitors (may include HMIPS or Prisoner legal representatives); and the prevention or access to Unauthorised or Prohibited Articles by Prisoners.

E6.2 The Service Provider shall ensure that there are no routine social or family visits undertaken within court custody suites at Scottish courts. Where a visit is exceptionally and specifically authorised by a Judge or Sheriff, the Service Provider shall ensure the security and safety of all participants.

**E7 Prisoners' Rights and Entitlements**

E7.1 The Service Provider shall establish and maintain policies and strategies, reviewed by the Purchaser, which

outlines all key aspects of Prisoner care, treatment and management. These policies and strategies shall be reflected in the Service Provider's Operational Instructions and shall include the communication of information regarding the policy (reflecting the management of complaints, handling of enquiries or similar) being made available to Staff, Prisoners, visitors and other persons within each court custody suites.

- E7.2 The Service Provider will establish and maintain an effective system to record (in writing), respond to and address (as required) Prisoner complaints. There will also be a separate system established for all non-Prisoner complaints. Arrangements must comply with the requirements in the Prison Rules and be commensurate to instructions to Governors (currently referred to as Governors and Managers Action Notices (GMA's)) or revisions thereto as notified to the Service Provider by the Purchaser. The system shall include Prisoners' and Non Prisoner complainants' access to the Scottish Public Services Ombudsman, but should not preclude Prisoners using other avenues of complaint. The Service Provider will provide evidence of continuous learning and improvement in complaints handling.
- E7.3 Notwithstanding the indemnity provisions of Clause 27.2(g) of Schedule A, the Service Provider will be responsible, at its own expense, for compensating the Prisoner where, through its negligence, default, or a failure of operational processes, the Prisoner has suffered personal loss or injury (including, but not limited to loss, damage or theft of personal property, valuables, or money) whilst such items are in the care and custody of the Service Provider.

#### **Breaches of Discipline.**

- E7.4 The Prison Rules define the legal requirements with regard to disciplinary matters for remand and convicted Prisoners. The Governor and/or Controller will be responsible for the inquiry, adjudication and disposal of any charges laid against a Prisoner including where the alleged matter occurred whilst the Prisoner was in the care and custody of the Service Provider.
- E7.4.1 The Service Provider shall ensure Staff achieve and sustain competence with regards to the application and handling of the relevant discipline aspects of the Prison Rules. This will include, but not be limited to, the collection and recording, preparation and presentation of charges, evidence, and reports to appropriately support any discipline procedures.
- E7.4.2 On occasions where a Prisoner is charged with a breach of discipline as outlined above, the member of the Service Provider's Staff raising the charge shall, if required by the Purchaser, appear in person at any adjudication hearing at times requested by the Purchaser. The Service Provider shall normally be provided with 24 hours' notice of the date, time and location of any adjudication hearing.
- E7.5 The Service Provider's Staff shall, where required, also co-operate with, and make Staff available to support, any Police Scotland investigation and request for evidence.

#### **E8 Intelligence**

- E8.1 The Service Provider shall establish and maintain a robust system for the gathering, collation, data management, analysis and dissemination of security intelligence to appropriate Criminal Justice Partners in accordance with the Data Protection Act 1998. The system should be capable of reviewing and deleting intelligence that is deemed no longer relevant as well as having the capability of 'grading' intelligence (i.e. source and accuracy) and be compliant with the systems and processes operated by Police Scotland and the Purchaser.
- E8.1.1 A failure to appropriately gather, record intelligence gathered or received, analyse and disseminate security intelligence will be deemed to have occurred when the Purchaser might reasonably expect that the Service Provider should have gathered intelligence, or where they have gathered or received intelligence but have failed to act appropriately on it, or communicate it to the agencies involved, or keep a proper record.
- E8.1.2 In addition, the Service Provider shall ensure appropriate attendance (as necessary) at the Purchaser's

Intelligence Liaison Officers forums.

- E8.2 The Purchaser maintains and operates a National Intelligence Framework model which can be made available on request by the Service Provider. The Service Provider shall ensure that its intelligence systems and processes comply with all relevant aspects of the Purchaser's National Intelligence Model providing controlled and limited access to information and includes specific requirements which ensure the secure handling, storage and dissemination of intelligence material and appropriate management of the associated confidentiality obligations.

## **E9 Searching**

- E9.1 The Service Provider shall establish, maintain and operate Operational Instructions which support effective searching policy and procedures which are compatible with the Prison Rules and reflect the requirement for proactive and intelligence led searching. The Operational Instructions shall include arrangements for the proper recording and management of Unauthorised or Prohibited Articles, including items which may be required as evidential productions to support Police Scotland or Purchaser action. The chain of custody and preservation of evidence shall be maintained at all times.

All searches shall be carried out with proper regard for the individual's privacy and dignity and must be carried out by Staff of the same gender.

## **E10 Unauthorised or Prohibited Articles: Control Measures**

- E10.1 The Service Provider shall ensure appropriate Operational Instructions and measures are enacted and undertaken to restrict and control the potential flow of Unauthorised or Prohibited Articles to and via Prisoners and into areas of the Premises where the Service Provider operates. The Service Provider's Operational Instructions and procedures shall include searching of Prisoners, and passive and dynamic security to restrict the opportunities for the movement of such articles.

- E10.1.1 Unauthorised or Prohibited Articles include, but are not restricted to, any article or weapon that could be considered a weapon; any illegal drugs, illicit substance or any medication not prescribed for a Prisoner's personal use; tobacco; any mobile phone, pager or other personal communication device (including SIM cards, chargers or related paraphernalia), or other article that the Prisoner is not authorised to have in his/her possession at that time or place by the Purchaser or Service Provider, and articles which are prohibited within Prisons.

- E10.2 The Service Provider shall report all instances of suspected or actual drug-related incidents or seizures, and all finds of Unauthorised or Prohibited Articles to the Purchaser on the same day as per the incident reporting arrangements as per section E5.1.1.

- E10.3 The Service Provider shall ensure the Operational Instructions include appropriate procedures which take cognisance of the legal requirements for the appropriate transfer of Unauthorised or Prohibited Articles, illegal drugs or associated drug paraphernalia which are seized or recovered from Prisoners, recovered from vehicles, or locations/Premises where the Services are undertaken through the application of security procedures and searching, to an appropriate authority.

For the avoidance of doubt, Unauthorised or Prohibited Articles, illegal drugs or associated drug paraphernalia which are seized or recovered from Prisoners or locations outwith Prisons shall be provided to Police Scotland to support any subsequent Police Scotland action or for safe disposal. The chain of custody and preservation of evidence shall be maintained at all times. In the case of Unauthorised or Prohibited Articles recovered or seized in Prisons or from Prisoners in transit to or from Prisons, the Service Provider will notify and provide the seized articles to the Purchaser or Prison operator.

## **E11 Control of Equipment & Uniform**

- E11.1 The Service Provider shall obtain prior approval from the Purchaser for any types and models of mechanical restraint equipment (e.g. handcuffs, escort chains or similar) that it proposes to utilise under



this Contract.

- E11.2 The Service Provider shall ensure that all such equipment is maintained in a fit and serviceable condition.
- E11.3 The Service Provider shall establish and maintain systems, together with regular audit and assurance, to ensure the security and control of approved equipment, IT hardware or and communication devices (including mobile phones which may contain Prisoner data or escort scheduling information), Staff uniform and identification tags or badges (ID).
- E11.4 Systems of security and control shall be designed to eliminate the loss or misappropriation of all equipment, uniform and ID and the Service Provider shall include a process of investigation where items under the aforementioned categories cannot be accounted for.

## **E12 Physical Restraint**

- E12.1 The law relating to the use of reasonable force is contained within the Prison Rules. The Service Provider shall ensure that its policy, Staff training and any application or use of reasonable force is conducted in accordance with the requirements of the Prison Rules and of the Purchaser's policies.
- E12.2 The Service Provider shall ensure that all PCO Staff are competent, appropriately trained and subject to, as a minimum, annual retraining in the application and use of Control and Restraint (C&R) techniques and equipment. Only C&R techniques approved by the Purchaser shall be utilised under this Contract. The frequency and duration of such training and retraining shall be agreed with the Purchaser.
- E12.3 Physical force such as C&R techniques shall be used only when essential to prevent injury, damage to property or to re-establish control, and must be at the minimum level necessary for such purposes. The Service Provider shall ensure that, at minimum, any use of physical force is authorised and supervised by a senior member of the Service Provider's Staff and whenever possible planned use of force is reported in advance to the Escort Monitor. All planned removals shall be video recorded as per the Purchaser's guidelines.
- E12.4 The Service Provider shall ensure that Prisoners are medically examined by a healthcare professional as soon as practicable, and no later than within one hour, of any event where C&R techniques, restraint or physical force has been applied or employed to a Prisoner.
- E12.5 The Service Provider shall log and maintain records of all instances where C&R techniques have been utilised. The records shall include details of the incident (including Staff and Prisoners' names) and the outcome of the healthcare examination of the Prisoner(s). The Service Provider's system of recording shall be designed to withstand critical examination by the Purchaser.

## **E13 Transfer of Responsibilities**

- E13.1 The Service Provider shall ensure that PCOs remain in charge of Prisoner(s) at all times until transfer to another authority has taken place.
- E13.2 The Service Provider shall ensure that, where required, there has been a proper and recorded transfer of responsibilities for a Prisoner to another authority who has the legislative powers to manage the Prisoner (e.g. for the purpose of identification parades, deportation, business in other Prisons, hospitals, etc).

The Service Provider will ensure that at handover, both the relevant dispatching and receiving authority sign and record the transfer on the Prisoner Escort Record (PER) form to confirm the transfer of responsibility for the custody of the Prisoner. These arrangements will also apply when the Service Provider takes custody of the Prisoner from any other authority or where Prisoners are returned from courts back to Legalised Police Cells, PCUs and Prisons/young offender institutions.

- E13.3 The Service Provider shall ensure that the Prisoner is advised, at the time of transfer that s/he has passed to the care and responsibility of another authority, and which authority now has custodial responsibility.

E13.4 The Service Provider shall ensure that where visible injuries exist or the Prisoner complains of any injury or ailment at the time of hand-over, the Service Provider must, at minimum, record this in the PER, and:

- Make a note of the injuries and ensure that the dispatching authority provide written confirmation that the injuries are present at hand over;
- Ensure that the Prisoner's fitness to travel, recognising any stated ailment, has been determined by the dispatching authority; and
- Where a Prisoner is escorted to hospital directly from court, and subsequently detained and thus remaining in the responsibility of the Service Provider, that the Service Provider ensures that the warrant shall be delivered to the relevant Prison on the same day.

#### **E14 Vehicles**

E14.1 The Service Provider shall be responsible for the selection of vehicle type and specification (cellular or other vehicle types) consistent with ensuring the security/custody, safety and welfare of Prisoners in appropriate vehicles under this Contract, for ensuring safe systems of work and the security of vehicles during operations and Prisoner Movement activity.

E14.1.1 The Service Provider shall be responsible for vehicle acquisition (including security specification); maintenance support & repair services (including daily and/or periodic roadworthiness checks and all statutory inspections); repair and/or replacement of damaged vehicles, or vehicles unavailable for service, and the safe and secure end-of-life disposal.

E14.1.2 The Service Provider's vehicle types and the vehicle fleet profile shall be capable of appropriately accommodating the range of care or specific needs of individual Prisoners reflecting the need for different types of escort and the need for appropriate separation of Prisoner groups and classifications (including the periodic requirements for transportation of Prisoners with mobility restrictions, those in wheelchairs, those with other health related issues including mental health, those requiring constant observations and mother and baby/infant escorts (where required) with appropriate baby/child seat).

For movements of those Prisoners who are temporarily released, are being transferred to open conditions or to Women's Community Custody Units the Service Provider shall utilise vehicles that are not identifiable as Prisoner transport vehicles. Vehicles which display the Service Provider's livery or logo and/or cellular vehicles shall not be used.

E14.1.3 All vehicles provided and operated by the Service Provider under this Contract shall be 'fit for purpose' and:

- Comply with the requirements of relevant legislation to satisfy the requirements of the relevant vehicle construction & use regulations;
- Satisfy all legal and vehicle operating requirements including the requirements of the Vehicle and Operator Services Agency (VOSA) for the types of vehicle and their intended operational use;
- Comply, as a minimum, with the Service Provider's security provisions as specified in Schedule F;
- Any vehicle CCTV or recording equipment complies with the relevant Legislation and regulations relating to the operation of recording equipment and use of recorded images or material;
- Be capable of escorting safely and securely all Prisoners requiring observations;
- Includes systems to ensure real time vehicle location tracking and monitoring by the Service Provider;
- Includes systems to ensure Staff operating vehicles can undertake communications with the Criminal Justice Partners and Premises as required; and
- In the case of any new light passenger or commercial vehicles or vehicle chassis will be at least Euro 5 emissions compliant and, in the case of any previously used vehicles, at least Euro 4 compliant.

E14.1.4 The Service Provider will ensure the availability and fitment of seatbelts and padded seats in all vehicles (including cellular vehicles) from the Go Live Date, and within any new or replacement vehicles introduced during the Contract Term. The Service Provider shall ensure that its Operational Instructions and safe

systems of work support the in-service use of seatbelts by Prisoners including where, in individual cases, a seatbelt is not used by Prisoner(s) or where following risk assessment, the Service Provider determines that a seatbelt should not be used by a Prisoner.

- E14.1.5 The Service Provider shall ensure that sufficient vehicles are serviceable and available, and are provided daily to allow it to discharge its obligations and to fulfil the necessary volume and range of Service requirements. In determining which vehicles are deployed for particular escorts, the Service Provider shall take into consideration, but not limited to, the following:
- Ensuring that any vehicle is compatible with the Prisoner embarking/disembarking facilities (vehicular size and access restrictions) and vehicular security arrangements at Police Scotland, courts, Prisons or other Premises (location by location) where the vehicle is required to operate;
  - The geographical distances of particular escorts (e.g. to outlying courts or escorts over extended distances) are undertaken with due consideration of Prisoner comfort, and welfare;
  - Prisoner classification and type including special needs, health and safety, mental health, or care requirements;
  - The need for transportation of specialists (e.g. mental health nurses) with particular Prisoners;
  - Vehicle layout and security specification (and features/enhancements) relative to the types of escort;
  - Use of drivers and PCOs and their respective roles per vehicle type and purpose;
  - Minimising the environmental impact and greenhouse gas emissions arising from undertaking the Services (i.e. through effective routing and Prisoner volume scheduling, and promoting vehicle operations which minimise vehicle fuel consumption or idling when stationary at Premises);
  - Any scheduled or in-service maintenance requirements, or cleaning tasks required prior to the particular escort; and
  - The location and numbers of vehicles per Service Provider location (i.e. to ensure continued availability of other escort Services, and in-transit contingency arrangements).
- E14.2 The Service Provider shall establish and maintain appropriate arrangements to ensure the physical security of vehicles overnight, when out-of-service, or undergoing maintenance. The arrangements shall reflect due consideration to minimising the effects of weather or other factors which affect vehicle serviceability or availability.
- E14.3 The Service Provider shall ensure that vehicles in-use (or scheduled to be in-use) meet the expected operational and security requirements, are kept clean and tidy (externally and internally), and hygienic at all times. This shall include, but not be limited to:
- External washing of vehicles (at intervals consistent with the prevailing road conditions and vehicle usage but no less than once per week);
  - The removal of rubbish (as required but at least daily);
  - Cleaning of spills or body fluids (ideally at the time and prior to that vehicle or vehicle cell again being utilised in service);
  - Ensuring that vehicle security locks (including cellular locks), vehicle tracking, and communication systems are fully operational;
  - Ensuring that in-vehicle CCTV equipment is operational;
  - Replenishment of consumable goods to support Prisoners in transit (e.g. water, any in-transit, meals, catering consumables, sanitary products, at least daily or as required to replace items consumed); and
  - Vehicles being locked and secured when not operational or out-of-service (including where parked in or around any Premises).
- E14.4 The Service Provider shall ensure that each Prisoner receives a vehicular safety briefing and/or is made aware of safety information prior to the commencement of the journey.
- E14.5 The Service Provider shall ensure that an appropriate fleet management system is established which records vehicle history including but not limited to: daily and cumulative mileage, routes, and relevant vehicle history (maintenance, modifications, breakdown and statutory or other inspections undertaken). The fleet management system shall also record and enable the Service Provider to report environmental

and emissions management performance of the vehicle fleet to the Purchaser. The fleet management and environmental records shall be available to be viewed by the Prisoner Escort Monitor (or other person nominated by the Purchaser) upon request.

- E14.6 The parties acknowledge that the Service Provider may substitute, replace and update the vehicle fleet types and profile following the Go Live Date as operationally required to maintain and ensure its obligations under paragraph 14 and the Contract, at no additional cost to the Purchaser.

Any revisions to the vehicle fleet which seek to alter the fleet numbers including the transfer or deployment of vehicles outwith Scotland, or which seek to alter the exclusivity of the above vehicles to the Services in Scotland, or which seek to alter the range of vehicle types or mix of vehicles in the fleet, or which propose to revise the availability of vehicles that meet ballistic specifications shall only be enacted following notification and the prior agreement of the Purchaser. The Service Provider shall also submit such additional information as the Purchaser may require when there is a proposal for any new vehicle type or amendments to vary in-service vehicle types.

## **E15 Prisoner Escort Record (PER)**

- E15.1 The Service Provider shall ensure that a Prisoner Escort Record (PER) is fully and accurately completed and updated for all Prisoners whilst the Prisoner is in its care.

- E15.2 The PER shall be used to record all Prisoner Movements and activities, events, timings, Service Provider interactions with the Prisoner and risk factors in relation to a Prisoner including, but not limited to:

- Accurate recording of the actual disposal at court;
- Handover details, i.e. transfer of responsibilities (Section E13) (including any reported or actual injuries to the Prisoner);
- Cell sharing risk assessment outcome;
- Arrival and departure times at all Premises/locations;
- Times of visits from legal representatives;
- Time escorted to court and returned to cell;
- Time of departure to, and Arrival at the place of custody;
- Provision of healthcare interventions;
- Provision of comfort stops;
- Provision of meals/drinks;
- Searches carried out on the Prisoner; and
- The recording of any other 'significant events'.

- E15.3 The Service Provider shall, at the Service Go Live Date, ensure full compliance with the PER format as agreed with the Purchaser and establish effective interfaces with the independent Criminal Justice Partner systems and processes.

The Service Provider shall ensure that the PER is reviewed as required or at least annually and if necessary amended. Such reviews shall reflect the views and needs of the Criminal Justice partner organisations and be undertaken in conjunction with the Purchaser. Purchaser approval shall be required prior to any proposed changes to the format, content or use of Prisoner Escort Records being enacted.

## **E16 Information Systems**

- E16.1 The Service Provider shall establish, maintain and develop appropriate information/data management and IT system(s) to support the obligations stated in this Contract. The obligations and systems capability shall include, but not limited to, the need to consistently and accurately fulfil the following requirements to:

- Record every Prisoner Movement and key data relating to such activities;
- Schedule daily activities and the associated Staff and vehicle logistics including return journeys;

- Record and report activity to provide relevant, accurate management information including Performance Measures reporting to the Purchaser;
- Provide information to the Purchaser on any relevant Staff related costs which may be required. For example, in relation to any living wage requirements;
- Enable reporting against vehicles greenhouse gas emissions;
- Enable accurate invoicing for specific Services;
- Provide the Purchaser and Criminal Justice Partners with relevant, accurate, data trend analysis of activities and performance under the Contract to support Service development and statistical review; and
- The Purchaser's prisoner record system (PR2) will be accessible to the Service Provider to support risk assessment and Prisoner management. The Purchaser will provide access to the PR2 via a stand-alone solution. It is envisaged that this will allow access for a maximum of two users at one time.

E16.1.1 The Service Provider will, in accordance with Clause 14.2.1 of Schedule A, provide the Escort Monitor with secure remote access to the Service Provider's information systems / IT to facilitate monitoring and review of activity under the Contract. This shall include but not be limited to:

- Prisoner Movement;
- Prisoner escort records (PER);
- Vehicle movements;
- Staff details (including; Name, Role, Date of birth, Training and Certification etc.); and
- Hospital detains.

E16.1.2 The Service Provider shall, subject to the agreement of the Criminal Justice Partners, implement a booking system which reflects the requirements of the Contract. An implementation programme will be provided to the Purchaser prior to the Go Live Date which outlines how the Service Provider intends to develop, implement and demonstrate readiness of its IT system to the Purchaser. The proposal will also include consideration of Operational Instructions, training and guidance for Criminal Justice Partner staff and communications to Criminal Justice Partners.

E16.2 The Service Provider shall also ensure effective interface with all relevant extant Criminal Justice Partners information systems and will consult and agree with the Purchaser and Criminal Justice Partners on any proposed changes to Service Provider interfaces.

The Service Provider shall, following upon any such request by the Purchaser, contribute, support and provide input to reviews or any strategic IT initiatives across the Criminal Justice Partners that may impact the Services.

E16.3 Where the Service Provider undertakes the electronic transfer or transmission of data or Confidential Information generated through the performance of the Services on an inter-agency basis across the Criminal Justice Partners, the Service Provider will ensure that it meets the relevant standards and accreditation as may be required by the Purchaser or the receiving agency consistent with efficient working, cooperation, and maintaining the security and integrity of the information.

E16.4 The Service Provider shall provide information to the Purchaser on request in relation to a Freedom of Information (Scotland) Act 2002 (FOISA) enquiry within the timescales requested by Purchaser.

## **E17 Contingency Planning and Business Continuity**

E17.1 The Service Provider shall prepare and maintain current incident and emergency contingencies which outline the planned interventions, activities, and management control structures that it will utilise to manage and mitigate any event that may disrupt the day-to-day routine or custody of Prisoners in transit, court business, effective Prisoner management or the operation of the Service Provider's activities, systems or Premises.

E17.1.1 The Service Provider's plans shall include, but not be restricted to, contingencies for maintaining business and operational continuity through:

- Provisions to maintain safe and secure custody of Prisoners in an emergency and will include plans for prisoner evacuation at all courts or where a court encounters a failure of one or more of the utility services;
- Provisions to maintain safe and secure custody of Prisoners such as during the temporary evacuation of a court in an emergency or where a court encounters a failure of one or more of the utility services;
- Provisions to manage vehicle incident(s) or accident(s) in transit (including where Staff or persons/Prisoners are injured);
- The loss or unavailability of the Service Provider's operations control centre and/or associated IT systems or data (including IT recovery time objectives and contingency), vehicle bases and/or vehicles contingencies;
- Inclement weather;
- Long term or serious traffic disruption;
- High levels of sickness or absence amongst Staff;
- Major incidents of disorder or risk to Prison or to Police Scotland Premises including where the Purchaser, Police Scotland or courts enact operational contingencies (such as Prisoner relocation or Prison evacuation following an incident) which require Service Provider involvement; and
- In the event that the Service Provider is notified by the Purchaser that its Staff have given official notification of industrial action (refer to Schedule A Clause 31).

E17.1.2 The contingency plan should, as appropriate, indicate how such incidents would be resourced in terms of the availability of Staff, location of vehicles and/or equipment, and the management and communication arrangements and, where applicable, how evidence gathering and intelligence will be managed.

E17.2 The Service Provider's contingency plans shall include provisions to enact emergency measures where any of its operational bases encounters failure of one or more of the utility services or, for other reasons, becomes inoperable in full or part (including where there is loss or damage to vehicles) which may affect the performance of the Contract or Services. The Service Provider's operations centre(s) and headquarters shall, as a minimum have a backup generator and/or uninterruptible power supplies to ensure immediate change over to the backup procedures.

The Service Provider shall also ensure that tested contingency procedures exist to re-establish key IT and communication systems whilst minimising any disruption to the Services.

E17.3 The Service Provider shall establish and maintain back-up facilities to ensure data and paper-based records (including but not limited to, official court records, routing and scheduling information, Prisoner Escort Records, and activity/performance management data) is not lost, corrupted or irretrievable in the event of a catastrophic loss of its principal information management system or premises.

E17.4 The Service Provider shall ensure that the Purchaser has current and up to date copies of its contingency plans. Any proposal by the Service Provider to update or change the contingency plans previously provided to the Purchaser shall be communicated to the Purchaser for review prior to such changes being enacted into an updated contingency plan(s).

E17.5 The Service Provider shall test and review the contingency plans at least annually and when requested review said plans in conjunction with the Purchaser and relevant Criminal Justice Partner (or other agencies) where appropriate.

## **Section F – Care**

### **F1 Care**

The common theme in this Section F of the Specification is that each Prisoner is an individual with their own unique needs. The Services shall, through its Operational Instructions and operating practices, support and engender the general and specific public sector duties to promote equality and to deal sensitively and appropriately with all Prisoners and persons affected by the Services, having due regard to

including but not restricted to:

- Age;
- Sex;
- Disability;
- Gender reassignment;
- Marriage and civil partnership;
- Pregnancy & maternity;
- Race, religion or belief;
- Sexual orientation; and
- Vulnerability (including the specific Prisoner needs or care issues indicated in this Contract) which the Service Provider will take into account and/or address when delivering the Services.

#### **F1.1 Self Harm and Suicide Risk Management**

F1.1.1 The Service Provider shall develop and maintain a strategy, published policy and Operational Instructions (with review and comment by the Purchaser) for the prevention of suicide, suicide awareness and self-harm amongst persons/Prisoners. The policy shall be compatible with the Criminal Justice Partner inter-agency approaches to managing persons with indicators of risk of suicide or self-harm. The Service Provider shall ensure that all Staff know of, understand and adhere to all instructions issued.

F1.1.2 The Service Provider shall ensure that all Prisoners are screened in accordance with its policy and procedures to identify any risk of suicide or self-harm or changes in behaviour. The Service Provider's procedure shall be sensitive to any change in a person's/Prisoner's circumstances (e.g. from remand to convicted status). The Service Provider shall take appropriate measures in response to identified risks whether these were identified by Police Scotland, the Purchaser, the Service Provider itself or other sources to ensure safe and secure custody of each Prisoner.

F1.1.3 Where a Prisoner, who has been identified as being at risk of self-harm, suicide or any other characteristics that would require specific arrangements to be made by the Prison, is ordered by the court to be detained in custody, the receiving Prison or hospital will be provided with advance notification of his/her detention, in order that appropriate arrangements can be made for the Prisoner's reception for ongoing care. Such notification should be provided at the earliest opportunity and prior to the Prisoner departing a court.

#### **F1.2 Prisoner Clothing**

F1.2.1 Prison Rules allow every Prisoner to wear their own clothing to court. The Service Provider's arrangements for the management of Prisoners' clothing should include, but not be limited to:

- Managing exchanges of own clothing;
- Where a person/Prisoner has nothing suitable, appropriate provision of clothing for inclement weather;
- The supply and provision of suitable emergency clothing (following self-soiling or other incidents);
- Searching of clothing items; and
- Notification to the Purchaser of any changes or exchange of clothing, and where any change or exchange of clothing has taken place, shall be recorded on the PER with relevant details and reasons indicated.

#### **F1.3 Food Services**

F1.3.1 The Service Provider shall ensure that every Prisoner in its care receives nutritious, varied and good quality meal(s) and access to water at regular intervals each day. Arrangements for food services will include, but not be limited to:

- The provision of good quality drinking water shall be available on request to every Prisoner whilst in transit and within court custody suites;
- Hot drinks (tea and coffee) should be provided on admission and at each meal time whilst within the court custody suites;

- Where determined suitable to do so, such as within court buildings and during scheduled comfort stops on longer journeys, hot drinks should be offered;
- A varied choice of meals (as appropriate to the time of day, including any scheduled meals which the Prisoner may have missed due to period in the Service Provider's custody);
- Addressing the needs of those with special dietary requirements (including those arising from religion or beliefs); and
- The provision for hand washing/sanitation shall be provided immediately prior to meal times.

The Service Provider's arrangements should also address: the preparation and serving of meals (in accordance with current Environmental Health Legislation and associated food preparation, handling and hygiene regulations); ensuring Staff have appropriate competence and skills with regards to food handling; arrangements for the clear up of utensils, condiments and cleaning any spillages; and, the timeous tidy and proper disposal of any food waste from court custody areas and, where appropriate, in vehicles so that this is not left until the end of the journey.

The Service Provider's arrangements should ensure that the supply of water is appropriate to the length of time that the Prisoner spends in the care of the Service Provider but, as a minimum, that an offer of drinking water is made to each Prisoner at least every 2.5 hours or otherwise as requested by the Prisoner and recorded on the PER. The Service Provider shall ensure that the offer or availability of drinking water also reflects the needs of Prisoners where: journeys commence early or late in the day; following time at court; a Prisoner's medical condition; or, journeys which are undertaken during periods of hot weather.

- F1.3.2 The Service Provider shall establish a regular routine for meal times within court custody suites. The arrangements should ensure that Prisoners receive their meals at approximately the same time as meals are routinely provided at the relevant places of custody.

Where Prisoner(s) are out of the Prison during 12:00–14:00 hours and/or after 17:00 hours or later, then a meal shall be made available and offered to Prisoners. The provision of meals will include those Prisoners present in court or in transit during the afternoon who are considered likely to be returned to Prison after 17:00 hours. When the Service Provider requires to provide a lunch and an evening meal, one of them shall be hot.

- F1.3.3 The Service Provider shall ensure suitable alternative arrangements for meal provision for those Prisoners who are in transit or cannot be transported back to places of custody in time to receive their meals at normal times. A meal provision shall also be provided where, due to the length of journey, Prisoner(s) are uplifted from a place of custody (Prison or PCU) prior to a routine meal time.

#### **F1.4 Sanitation and Personal Hygiene**

- F1.4.1 The Service Provider shall ensure that Prisoners have access to toilet and wash facilities to enable them to maintain a reasonable standard of personal cleanliness and hygiene.

The Service Provider shall ensure that any in-transit toilet or comfort breaks are conducted and managed within secure premises such as PCUs and/or Prisons. The use of motorway rest stops or other such public facilities for Prisoner comfort breaks or Prisoner transfers between vehicles is not permitted.

The Service Provider shall ensure that specific provision is made to meet the sanitary needs of women, including the provision of female sanitary supplies both in-transit, and within court custody suites. Any Operational Instructions, procedures and arrangements shall respect the dignity of the Prisoner and include safe and proper disposal arrangements for sanitary items.

The Service Provider shall establish and maintain operational and communication protocols with Criminal Justice Partners for undertaking such comfort break activities in secure locations. The procedures shall recognise that PCUs and Prisons do not operate a 24-hour rota and that timeous access to such facilities may, at times, be restricted for operational reasons.



## F1.5 Care Policies

The Service Provider shall establish and maintain relevant policies and strategies, reviewed by the Purchaser that establish and control other key aspects of the care, treatment and management of persons/Prisoners held in custody and for its Staff. These strategies and policies shall be reflected in the Service Provider's Operational Instructions and procedures to its Staff and shall include:

- F1.5.1 **Anti-Bullying and Harassment Strategy:** The management of bullying and/or harassment, with appropriate Operational Instructions and procedures applicable to both Prisoners and Staff.
- F1.5.2 **Assaults (Physical or Verbal):** The management of incidents of assault or related violent behaviour (Prisoner and/or Staff).
- F1.5.3 **Death in Custody:** The investigation, or facilitating the investigation, of any Prisoner's death in custody, whatever the apparent cause. The strategy shall also consider and address any needs of the Staff who may have been affected by the incident of death or suicide in custody.
- F1.5.4 **Health Promotion Strategy:** The promotion of positive health care and substance misuse issues to Prisoners whilst in the custody of the Service Provider. This will include, but not be limited to the provision of advice from relevant healthcare professionals and information about support services in the following areas: HIV/AIDS; Smoking; Drugs; Solvent abuse; Alcohol abuse or victims of sexual abuse.

## F2 Healthcare

- F2.1 All Prisoners reporting illness, a medical complaint or injury will have their concerns recorded and have access to healthcare or medical treatment where required.
- F2.1.1 The Service Provider shall establish and maintain up to date health care plans for each court location. The care plan shall ensure the timeous provision of healthcare support services that are appropriate to the volume of Prisoners being managed, the need for healthcare assessment and medical treatment (where required) and the management of individual medication needs. The health care plans and provisions shall, as a minimum, include and provide:
  - A named healthcare provider including points of contact and procedures to contact these individuals; and
  - A maximum one hour attendance response time, for any medical complaint for which the attendance of a healthcare professional is considered appropriate at the court. This includes where use of C&R techniques, restraint or physical force has been applied or employed on a Prisoner as per E12.4.

Where the relevant medical or healthcare provider is unable to respond within one hour, the Service Provider shall ensure that contingencies are enacted to maintain appropriate standards of Prisoner care including but not limited to:

- A procedure for verifying the identity of any healthcare practitioner who it requests to attend a Prisoner prior to the healthcare practitioner actually visiting the Prisoner;
- A procedure for contacting first aider's and the healthcare provider will be displayed in relevant court custody suite areas;
- A procedure for ensuring that details of any first aid provided by the Service Provider's Staff, or other such interventions by any healthcare staff are recorded on the relevant PER;
- A procedure for the management of requests or complaints from Prisoners regarding their healthcare or requests for medical treatment;
- A procedure for the management of, and Prisoner access to, medication, including in-possession, or care previously prescribed by a Forensic Medical Examiner (FME), a Prison based General Practitioner (GP), or the Prisoner or accused person's own Doctor or GP (as appropriate). The procedure shall also reflect management of those Prisoners with identified pre-existing, long term medical conditions where access to, or provision of, medication may be required whilst the Prisoner is in the Service Provider's custody. The

Service Provider shall develop such procedures in conjunction with the Purchaser and appropriate healthcare professionals;

- A procedure for the management and support of drug-related matters and those Prisoners or persons suffering from drug misuse or withdrawal;
- The transfer of relevant healthcare information and documentation within the chain of Prisoner custody; and
- Contingency plans concerning emergency care (including escort to hospital if required) both in courts or where a Prisoner becomes ill or reports illness whilst in transit which shall include in a life threatening situation, procedures for calling an emergency ambulance.

F2.1.2 The Service Provider shall ensure that civil and untried Prisoners, who request such, may be visited by a Doctor of their choice at their own expense. The Service Provider shall ensure that it establishes and verifies the identity of any Doctor who is requested to attend a Prisoner under this Clause, prior to the Doctor physically visiting the patient/Prisoner within the Premises. Any healthcare, treatment or medication provided by the Doctor shall be recorded on the PER.

F2.2 The Service Provider shall establish and maintain procedures for the management of Prisoners in the care of the Service Provider who may be suspected of having, or found to have an infectious, or notifiable disease or condition. These procedures must be in line with public health guidelines relevant to the disease which may include, but not be limited to:

- Anthrax;
- Canine Parvovirus (CPV);
- E. Coli;
- Hepatitis;
- Impetigo;
- Meningitis;
- Scabies;
- Shingles;
- Tuberculosis;
- Weil's Disease; and
- Influenza.

F2.2.1 The procedure shall include notifying the relevant SCTS personnel that a Prisoner held in a court custody suite has, or is suspected to have, an infectious or notifiable disease or condition so that hygiene precautions or special cleaning activities may be undertaken (as appropriate) in the cell area. The procedure shall also address the management of Staff who may similarly be suspected of having, or found to have an infectious or notifiable disease or condition.

F2.3 The Service Provider shall ensure that the nature and provision of any healthcare and treatment interventions in relation to individual Prisoners is adequately recorded in writing. These records will, at minimum, include details of, the following where relevant:

- Any assessment or issues regarding fitness to travel;
- Any first aid administered;
- Any use of force;
- Pre and post-natal care;
- Any mental health care issues noted;
- Any suspected, or actual, infectious or notifiable disease or condition identified;
- Any prescribed medication, its verification and management;
- Any drug and alcohol withdrawal symptoms or treatment;
- Any need for hospitalisation;
- Any medical or healthcare treatment administered;
- The reporting of any healthcare, or medication provided, whether at court or in transit;
- Any injury sustained;

- Any instance of actual or attempted self-harm;
- Any instance of actual or attempted suicide; and
- Any death in custody.

F2.4 Dispatching agencies shall ensure that where NHS has been notified that a person will be attending court Prisoners are provided with sufficient medication for their period in Service Provider custody.

Where the dispatching agency has not been required/able to prescribe medications, aids appliances, etc. the Service Provider shall be responsible for liaising with the Prisoner's health care provider and where necessary collect and issue any newly prescribed medication. The Service Provider shall be responsible for meeting the costs of any medical supplies provided to the Prisoner whilst the Prisoner is in the custody of the Service Provider.

For the avoidance of doubt, the Service Provider shall not be liable for such costs incurred by civil and untried Prisoners who opt to be visited by their own Doctor, or any NHS treatment costs whilst Prisoners are admitted to hospital or attending scheduled medical appointments (Sections D10 and D11).

F2.5 The Service Provider's system of recording the nature and time of any healthcare interventions, examinations or provision of medication to Prisoner(s) shall be designed to withstand critical examination.

F2.5.1 The Service Provider shall submit, in a format to be agreed with the Purchaser, any required reports, statistics or information relating to the operation and performance of the healthcare provided to Prisoners. This may include, but not be limited to, records of call-out response times, Prisoner complaints, and review of the type of healthcare interventions being provided.

## **F2.6 Qualifications of Healthcare Staff**

F2.6.1 All Staff engaged in a healthcare role, healthcare practitioners or other healthcare professionals employed or engaged by the Service Provider, shall evidence to the Service Provider that they are appropriately qualified, competent, and able to undertake the tasks allocated to them and they must be registered with an appropriate medical and regulatory body. Any such verification shall be conducted prior to the appointment of the individual to undertake any healthcare related Services under this Contract. The Service Provider shall undertake periodic revalidation of the above no less than annually, or in accordance with the standards of the appropriate medical and regulatory body.

F2.6.2 The Service Provider shall, if sub-contracting healthcare services, maintain relevant records which evidence the qualifications and registration of medical and healthcare professionals employed or engaged by them. These records shall include details of all background reference, verification and revalidation checks undertaken by the Service Provider. For the avoidance of doubt, the Service Provider shall ensure that any healthcare practitioner or professional is subject to security checks in accordance with Schedule A.

## **F3 Health & Safety and Fire Precautions**

F3.1 Notwithstanding the provisions of Clause 16 of Schedule A, the Service Provider shall ensure that the conditions of custody in all aspects of the Services comply with all relevant health and safety, fire safety and environmental health regulations, and that it develops and maintains appropriate procedures to support the duty of care and responsibility for the safety, security and general wellbeing of Prisoners in its custody and its Staff, the Purchaser, Crown personnel and members of the public with whom the Service Provider interacts.

F3.2 The Service Provider shall ensure that appropriate Operational Instructions and arrangements are developed, enacted and maintained to assess risk, manage and achieve continuous adherence to both national standards, and any specific local health & safety or fire safety plans across the various Premises, and that plans also include Prisoners whilst in transit or in the custody of the Service Provider.

Risk assessments for each court shall be reviewed to reflect any change in circumstances, or at least annually, and changes shall be reflected through a version control policy. The risk assessments and records

of risk assessments must be accessible to the Purchaser at any time in any of the Premises.

- F3.2.1 The arrangements shall, as a minimum, include maintaining appropriate fire safety precautions and establishing evacuation procedures for all relevant persons as defined in Part 3 of the Fire (Scotland) Act 2005. The local management of fire precautions and evacuation procedures shall, in the case of SCTS Premises, be agreed in writing with the relevant controller of the Premises in which the Services are provided.
- F3.2.2 Fire evacuation exercises are undertaken at least 6 monthly or when a change in circumstances relevant to fire safety occurs. Fire evacuation exercises, the outcome of the exercise and any identified agreed actions following the exercise shall be recorded and discussed with the controller of the relevant Premises and Purchaser.
- F3.2.3 Safe systems of work (in line with current good practice) will be identified and implemented across the Services in relation to the operation of vehicles, safety and accident management instruction for Staff and passengers carried in vehicles, in the management, welfare and care of Prisoners in vehicles, and working safety in areas where moving vehicles operate.
- F3.3 Any issues of concern highlighted during the Service Provider's risk assessment, fire evacuation exercises or safety of facilities within each of the Premises shall be highlighted and timeously reported to the controller of the relevant Premises.

## **Section G - General**

- G1.1 The escorting of Prisoners outwith the confines of secure Premises carries with it a high responsibility. The Service Provider acknowledges that strategic and day-to-day management of security is a critical aspect of the Contract. The Service Provider shall ensure high awareness and corporate ownership of security and custody requirements amongst all Staff.
- G1.2 The Service Provider shall establish, agree with Purchaser, and maintain appropriate protocols for public relations and media handling. The protocols should be reviewed at least on an annual basis, or as circumstances change, with contact numbers and points of contact kept up to date at all times.
- G1.3 All Staff must be aware that confidentiality is a corporate responsibility and understand their role in maintaining this aspect of Service delivery. Staff training and the Service Provider's procedures shall establish, and reinforce, that individual members of Staff carry a responsibility and accountability for maintaining confidentiality and impartiality in all types of work in which they are engaged under the Contract, including the use of social media and other applications.

## **G2 Staffing and Personnel Matters**

- G2.1 The Service Provider shall establish and maintain a Staff code which outlines the personal, corporate and legal requirements for behaviour and discipline. The code will reaffirm the requirement of Staff to "self-declare" where they are subject to Police Scotland enquiries, or court proceedings, whether occurring on duty or otherwise, including but not restricted to any Police Scotland and Procurator Fiscal fines.
- G2.2 The Service Provider shall communicate and submit any proposed changes to the content of any Staff policies including recruitment, healthcare examination, testing procedures or training procedures which were previously submitted and reviewed by the Purchaser, for review and comment prior to implementing such changes.

## **G3 Identification and Uniform**

- G3.1 Staff who are approved PCOs will, for the purpose of identification, carry their authorisation certificate at all times whilst undertaking official duties and shall produce it when requested. Any custody support Staff, or healthcare personnel, shall ensure, or be provided with, a means to enable verification of their identity at any of the Premises.

G3.2 The Service Provider shall ensure a standard and recognised mode of attire/dress for its Staff. A means of Staff identification shall be agreed with the Purchaser and maintained throughout the Contract Term (until or unless a change is communicated to and agreed by the Purchaser). The Service Provider shall also ensure that:

- Staff have access to sufficient quantities of its prescribed attire/dress garments (replaced not less than annually or earlier if damaged);
- Staff are issued with identifying name badges and that these are worn by Staff members when undertaking Services under this Contract;
- Following replacement or renewal, there is a process for the secure and safe disposal of prescribed attire/dress garments previously issued to Staff;
- It's prescribed attire/dress standard includes references to cleanliness, and condition of uniform garments; and
- The prescribed standard and mode of attire/dress and means of Staff identification is communicated to all courts, PCUs, and Prisons throughout Scotland (and to other relevant locations, parties or agencies as necessary), and that any change(s) to these standards are similarly communicated in advance of any change being enacted.

G3.3 The Service Provider shall ensure that all Staff (including sub-contractors) comply with the instructions and operating requirements of any access/egress system within any Premises. This shall include Staff ensuring the security of authorisation certificates and having awareness of the obligation to report any loss, theft or damage of such authorisation certificates immediately to the relevant authority and Escort Monitor.

#### **G4 Staff Complement**

G4.1 The Service Provider shall ensure that staffing levels and complement (including gender mix) fully support the operational requirements of the courts, PCUs and Prison routines in relation to the performance of the Services.

G4.2 The Service Provider shall provide up to date information on staffing levels and complement as requested by the Purchaser, within 5 working days of the request.

#### **G5 Staff Selection and Recruitment**

G5.1 The Service Provider shall be responsible for assessing the continued competency of all personnel for the relevant role and the recruitment, selection, training and personnel management of all Staff engaged in the delivery of the Services.

G5.2 The Service Provider shall ensure that PCOs candidates and those proposed for or holding the role of PCO have an appropriate medical and physical examination to ensure that they are both fit and capable of performing the full range of PCO duties. The Service Provider will ensure on-going fitness and capability to perform the role following appointment as a PCO.

G5.3 The Service Provider shall engage, employ and train as PCOs only those individuals that it considers as 'fit and proper' persons (as referenced in the Criminal Justice & Public Order Act 1994), and Staff who are suitably experienced and/or qualified to carry out the Service Provider's duties and obligations under the Contract.

In establishing whether a person is fit and proper, the Service Provider shall ensure that the necessary eligibility checks for Staff or representatives of the Service Provider who are proposed to carry out Services are of a standard which meets the requirements of the Baseline Personnel Security Standard (this currently includes: employment history; criminal record; nationality status; immigration status; educational/academic checks), the relevant Disclosure Level checks (including any revisions to these standards arising through the Protection of Vulnerable Groups (PVG) Scheme) through Disclosure Scotland, and the Service Provider's 'person' specifications (agreed with the Purchaser).

The Service Provider shall ensure that it obtains PCO certification in accordance with the Purchaser's procedures prior to each individual undertaking PCO duties under the Contract. PCO certification shall be provided solely to enable individual Staff to perform duties under this Contract. PCO certification awarded by other public authorities shall not be valid for activities under this Contract unless the Service Provider has obtained specific prior approval from the Purchaser for named individuals on a case by case basis (including Operational Managers) and following verification that any individual meets the required standards for PCO certification in Scotland. For the avoidance of doubt, the PCO certificate remains the property of the Purchaser.

G5.4 Any general or specialist non-operational, custodial support or healthcare Staff who are proposed, engaged or employed by the Service Provider (directly or through agreed sub-Contract arrangements) shall, if providing Services within any Premises also be subject to Disclosure Level and Baseline Personnel Security Standard checks and the associated approval in accordance with the Purchaser's procedures prior to each individual undertaking duties under the Contract.

G5.5 The Service Provider will ensure and maintain a policy to enable it to manage (or restrict) secondary employment of Staff including PCOs from roles which could conflict with the ability to fully perform the job role or to maintain 'fit and proper person' status.

## **G6 Sub-Contractor(s)**

G6.1 The Service Provider shall only engage and utilise the nominated sub-contractor(s) identified in Schedule F. The Service Provider will be fully accountable for the performance of their sub-contractor(s). The Service Provider shall ensure its processes enable it to identify individual sub-contract personnel who are engaged in work in any area where Prisoners are being managed.

## **G7 Certification of PCOs**

G7.1 All PCO candidates proposed or employed by the Service Provider for court custody and Prisoner escort duties must complete, achieve and maintain competence and performance in the core areas of Service Provider training agreed with the Purchaser. This includes each individual:

- Passing the initial (pre-employment) physical fitness and healthcare capability assessment (Section G5.2), and continuing to maintain a standard of physical fitness and healthcare capability consistent with passing any periodic re-assessment or capability standard(s);
- Satisfying and maintaining 'fit and proper person' status;
- Successfully completing the initial Control & Restraint (C&R) training (and subsequent refresher training);
- Achieving and maintaining satisfactory performance in the core areas of training to the standards indicated in the Service Provider's training programme; and
- Maintaining capability to effectively perform the range of daily duties of a PCO.

G7.2 The Service Provider shall make a recommendation to the Purchaser and seek award of a PCO certificate for each individual PCO. The Service Provider shall ensure that it obtains PCO certification in accordance with the Purchaser's procedures prior to each individual undertaking PCO duties under the Contract.

G7.3 The Service Provider shall ensure that any PCO who it, or the Purchaser, assesses or determines as incapable of performing the duties of a PCO is immediately removed from such a role, and that it ensures the duties are performed by another PCO.

## **G8 Withdrawal of Certificate**

G8.1 The Service Provider shall ensure that where a PCO, any custody support personnel or sub-contracted Staff member is in breach of duty or an allegation has been made against any such individual, the Service Provider shall immediately inform the Purchaser. Breaches shall include, but not be limited to the relevant

provisions of Criminal Justice & Public Order Act, 1994; the Official Secrets Act; and Data Protection Act 1998; and Prison Rules.

G8.2 Any act or omission by a member of Staff that could bring into question whether they are 'a fit and proper person' to discharge the duties of a PCO must also be reported immediately to the Purchaser (whether the act occurred on duty or otherwise) in accordance with Clause 7 of Schedule A.

G8.3 The Service Provider will maintain full and accurate records, including a career/personnel folder of Staff members who have had their certificate suspended or withdrawn including details of any disciplinary awards. These records shall be made available to the Purchaser on request.

## **G9 Staff Training: General**

G9.1 The Service Provider shall be responsible for the training of its Staff at all levels and ensure that all Staff employed or engaged by the Service Provider (including the management team) are properly trained, prepared and equipped to carry out their role and relevant responsibilities (including any proposed and actual changes or developments in operational, legislative and security matters).

The Service Provider shall ensure that individuals undertake regular professional development to maintain relevant knowledge and the awareness of how to apply such knowledge and skills with regard to the following general and, where appropriate, role specific requirements:

- The relevant rules and procedures, task (or tasks) that the member of Staff has to perform including appropriate inter-personal skills with Prisoners;
- Mental health first aid;
- Awareness of trauma;
- Awareness of working with young adults;
- Awareness of working with women;
- Awareness of working with vulnerable Prisoners (including learning disabilities);
- Awareness of working with older or infirm Prisoners;
- All relevant rules and procedures relating to the performance of the Services (including but not limited to standards of conduct and behaviour, attire/dress standards, confidentiality of Prisoner information and records, and equality & diversity matters);
- Health & safety, ensuring compliance with relevant processes and procedures to ensure their own well-being and that of the Purchaser/Criminal Justice partner staff, Prisoners and others within the relevant Premises;
- Fire safety in vehicles and in the Premises (and that they co-operate in any fire prevention measures organised in the Premises);
- The relevant security processes and protocols concerning work within Premises and ensuring safe and secure vehicle operations;
- The Prohibition of Smoking in Certain Premises (Scotland) Regulations 2006 which prohibits individuals, including Staff from smoking in public places and workplaces; and
- The provisions of the Contract and Services relevant to the role.

G9.2 The Service Provider shall prepare and maintain specific training material (following an accredited model which is at or equivalent to Scottish Credit and Qualifications Framework (SCQF) Level 6 (or above)) inclusive of tutor notes (agreed with the Purchaser) to prepare, ensure, assess and maintain Staff competence and the capability of each individual to fully perform their required role and tasks under the Contract.

G9.2.1 The Service Provider will evidence to the Purchaser that there is an ongoing, scheduled training programme of professional and skills development to support, maintain and develop Staff competence and capability to perform the required Services throughout the Contract Term.

G9.2.2 The training programme will address and reflect the requirement for initial new recruit training and periodic re-training, maintenance of skills or development of additional competence or capability amongst

Staff. The Service Provider will submit to the Purchaser its annual training programme during each year of the Contract for review and comment, and permit the Purchaser to monitor any such training being delivered. For the avoidance of doubt, the Purchaser may require elements of its own mandatory training to be included within the Service Provider's training programme.

- G9.2.3 The training programme for PCOs will, as a minimum, include a range of core modules (see Part 4 of Schedule B) plus phase 1 training in C&R techniques (see Section G10).

The Service Provider shall also ensure relevant Staff receive all necessary specialist operational training to supplement core training inputs. This will include, but not be limited to, management of court list administration, management of documentation (including production sheets, extracts and Bail Orders), use of technology, including 'competency' in the operation of CCTV monitoring systems and any electronic searching equipment).

- G9.2.4 The Service Provider shall, where necessary and to maintain Staff capability to perform the Service requirements indicated in this Contract, ensure that its Staff/court Staff training material is updated as required or necessary to reflect Changes of Law or Legislation, revised Operational Instructions, protocols or procedures. Such training revisions or updates will be considered in the context of normal training development activity and not as a variation to the Contract affecting the Prices.

- G9.3 The Service Provider shall ensure that any general or specialist non-operational, custodial support or healthcare Staff who are employed or engaged by the Service Provider are appropriately trained, inducted and aware of relevant operational or risk management processes associated with working in the Premises, providing any Services to Prisoners or undertaking Services related to this Contract.

- G9.4 The Service Provider will ensure that qualified trainers experienced in the field of subject delivery undertake all training of Staff. The Service Provider will, upon request, evidence the qualification standards and relevant experience for any training personnel utilised.

- G9.5 The Service Provider shall ensure robust testing and assessment processes are included within the training programme to enable the Service Provider to confirm that each person has reached the required standards and attained a satisfactory level of:

- Underpinning knowledge;
- Application of knowledge and skills; and
- Inter-personal skills to undertake the role.

The Service Provider shall ensure and maintain training records for all Staff and instructors which enable the Service Provider to evidence completion of training and Staff competence. The records and training programme will include follow-up actions to ensure that identified or scheduled training or personal development is undertaken and completed. The training records will be available for review by the Purchaser upon request.

- G9.6 The Service Provider shall establish and maintain an on-going training and development programme for all Staff which provides a basis for the acquisition of new skills and knowledge, encourages personal development of Staff and the maintenance of satisfactory levels of competence and performance. The programme should be maintained to take account of changes in Legislation, national training policies and new/updated initiatives within the Service sector.

## **G10 Control and Restraint (C&R) Techniques**

- G10.1 The Service Provider shall ensure that all PCO Staff are appropriately trained and subject to, as a minimum, annual retraining in the application and use of Control and Restraint techniques (C&R). Only C&R techniques approved by the Purchaser may be utilised under this Contract and during training.

- G10.1.1 The Service Provider shall ensure that, as a minimum, the following level of training is undertaken to establish and maintain competency in C&R – as per the principles applied by the Purchaser's training



college at Polmont:

- 33 hours initial training (includes 8 hours Personal Protection Training) with an on-going minimum of 8 hours per individual (PCO) per year (includes 4 hours Personal Protection refresher Training) for practice and competency assessment; and
- A competency assessment register must be maintained and made available to the Purchaser for inspection.

G10.2 C&R training shall be delivered by instructors who are both assessed as competent, and licensed, by the Purchaser to provide such training. The Service Provider shall ensure that, as a minimum, two licensed instructors are present at each of its C&R Staff training sessions. The C&R instructors' licenses issued by the Purchaser shall be valid for a 12 month period from the date of issue.

The licensing process for C&R Instructors involves successful completion of 5 days training and competency assessment. The C&R instructor training, assessment (and annual re-assessment) and license certification shall only be undertaken by the Purchaser's college Training Unit and at cost to the Service Provider. The Service Provider accepts that any revision to the C&R training, assessment standards or license prescribed by the Purchaser shall be enacted by the Service Provider within its Staff training.

G10.3 The Service Provider shall ensure that it establishes and maintains an appeal procedure for any candidates or PCO Staff deemed not competent as an outcome of C&R training or the periodic refresher training or re-assessment.

G10.4 The Service Provider shall maintain accurate and up to date C&R records. This shall include but not be limited to:

- Identity of PCO's involved in C&R incidents;
- Location statistics relating to C&R incidents;
- Use of video equipment for planned removals;
- Documentation completion;
- Injuries sustained by Staff or Prisoners during incident; and
- Medical treatment provided including absence from work.

The Service Provider shall undertake analysis of the records to identify and report areas of concern to the Purchaser. Furthermore, the Service Provider shall identify Staff involved in numerous or disproportionate instances of C&R and demonstrate a duty of care to the individual which may include: support, retraining, redeployment or any other actions deemed necessary.

## **G11 Health & Safety, Fire Safety and Hygiene Training**

G11.1 The Service Provider shall ensure that its Staff are trained in health & safety, hygiene standards, fire safety and evacuation procedures, at premises or in transit. The Service Provider shall ensure Operational Instructions and procedures are communicated to its Staff (including any persons engaged by the Service Provider under agreed sub-contracts) who are performing duties or providing Services under this Contract. The Service Provider shall ensure that its health & safety, fire safety, and hygiene training standards, Operational Instructions and material are updated to reflect changes to Legislation or good practice guidelines.

The Service Provider training shall, where relevant, co-operate with training or test procedures (such as fire evacuation drills) initiated by the relevant authority in the Premises or in locations selected by the Purchaser, at its own expense.

## **G12 First Aid Training**

G12.1 The Service Provider shall ensure that its Staff are appropriately trained (relevant to the role and legislative requirements) in first aid techniques. All PCOs shall be first aid trained and maintain this capability

throughout the Contract Term.

### **G13 Equality and Diversity**

- G13.1 The Service Provider shall ensure that the Services provided are sensitive to, and respond to the needs of Staff, Prisoners or any other person in general and specifically within the nine protected characteristics (age; disability; gender reassignment; marriage and civil partnership; pregnancy and maternity; race; religion or belief; sex; and sexual orientation) indicated in the Equality Act 2010.
- G13.1.1 Staff are trained in the provisions of the Equality Act 2010. The behaviours and Services provided shall reflect the ethos of the Equality Act in terms of non-discrimination, accessibility, and promotion of the key facets of the Public Sector Equality Duty (PSED). The PSED seeks to eliminate discrimination, harassment, victimisation and any other conduct that is prohibited by or under the Equality Act; to advance equality of opportunity between persons who share a relevant protected characteristic and those who do not; and to foster good relations between persons who share a relevant protected characteristic and persons who do not share it.
- G13.1.2 Shall support activities which foster good relations between Staff, Prisoners or any other person who share a relevant protected characteristic, through supporting their own and the Purchaser's activities in this area.
- G13.4 In carrying out the Services, shall support the specific and implied provisions of the Equality Act 2010 (e.g. in terms of the Service Provider making and undertaking reasonable adjustments to reflect and address the needs of Prisoners, Staff or any other person).
- G13.5 Shall maintain systems to monitor and address any compliance issues relating to the Equality Act 2010 whether within its Staff group, or issues raised by Prisoners or any of the Criminal Justice Partners. The systems shall record response handling and any actions taken.

### **G14 Monitoring, Inspection and Security Risk Assessments**

- G14.1 The Purchaser, through its Escort Monitor, will monitor the delivery, performance and operational control of the Services against the requirements and standards stated in the various schedules of the Contract. The Escort Monitor will maintain regular joint dialogue with the Service Provider and Criminal Justice Partners to support and facilitate such monitoring.
- G14.1.1 The Service Provider shall provide the Purchaser with such management information as may be required by the Purchaser to enable performance and delivery of the Services to be monitored against the Contract. The Service Provider shall also permit and provide the Escort Monitor and specified Purchaser staff with such access to any of its IT based management information systems and data as are deemed necessary by the Purchaser to facilitate effective monitoring of Services and performance against the Contract.
- G14.1.2 The Service Provider shall ensure that a management information and data management system is established and maintained to fully support the reporting obligations in this Contract. This shall include, but not be limited to:
- Daily records of individual Prisoner Movements;
  - Times of Arrival and departures;
  - Performance statistical reporting against Schedule D;
  - Specific information to support any activity based charges arising under Schedule C; and
  - Vehicle / greenhouse gas emissions monitoring and reporting and similar management data which may reasonably be requested by the Purchaser to support effective monitoring of the Contract and Services.

Any management information or data shall be provided in a format acceptable to the Purchaser and within the time periods requested to support effective monitoring and payments under the Contract.

- G14.2 The Service Provider will provide the Purchaser with a programme of its scheduled court, vehicle inspection and security risk assessments during each year of the Contract.
- G14.3 The Service Provider shall ensure that the Purchaser has full access to all relevant records, data and Service Provider policy and procedures which the Service Provider shall maintain in respect of its Service delivery and use of court custody areas and court facilities.

## **Section H - Mobilisation and Implementation**

- H1.1 The Service Provider, having confirmed its ability to undertake mobilisation, has provided a detailed Implementation Programme to the Purchaser at the Commencement Date.

The Service Provider's Implementation Programme provides a time plan and schedule with sufficient detail of the key tasks and activities, activity dates and activity milestones during the Lead in Period against which the Service Provider shall monitor and report its progress in achieving the necessary state of readiness to deliver the full Service on the Go Live Date to the Purchaser.

- H1.1.1 The mobilisation and Implementation Programme shall also include, but is not restricted to, scheduling and management of the following activities:

- Programme and Contract management liaison (see Section H2);
- Premises familiarisation and risk assessment (see Section H3);
- Development of Operational Instructions, policies and procedures (see Part 5 of Schedule B);
- Communications plan (for Staff and Criminal Justice Partners/stakeholders);
- Management of TUPE and/or any supplementary recruitment activities;
- Staff training, PCO certification arrangements and scheduling;
- Media and public relations handling plan;
- Systems development, testing and implementation (including any IT, security, communications, or other systems including Performance Measure reporting) associated with the Services;
- The acquisition, fit out and commissioning of operational premises/vehicle bases and administrative accommodation;
- Establishing any sub-contract and support service agreements;
- Enacting healthcare arrangements;
- Engagement with the Purchaser regarding review of the Service Provider's Operational Instruction, policies and procedures;
- Engagement with the Purchaser and Criminal Justice Partners to undertake risk assessments and familiarisation; and
- Undertaking a formal post implementation/lessons learned review with the Purchaser (which reflects relevant input with the Criminal Justice Partners).

- H1.1.2 The Service Provider shall demonstrate its progressive state of readiness against the Implementation Programme and assure the Purchaser that it has undertaken all necessary and agreed steps to mobilise and prepare the necessary resources (Assets and Staff) to enable it to fully perform the Services in accordance with the Contract. As part of the progressive state of readiness the Service Provider shall also ensure that:

- All technical (IT) milestones including end-to-end testing are completed to achieve operational IT system readiness by 10<sup>th</sup> December 2018; and
- All major Service milestones including testing are completed by 10<sup>th</sup> December 2018.

The Service Provider's readiness assessment process will include scheduled and periodic reporting to the Purchaser of Service Provider progress in achieving and completing the key tasks, activities and products, activity milestones and dates during the Lead in Period in accordance with the Implementation Programme. Any exception reporting to the Purchaser against the Implementation Programme and assessment of readiness will be completed in a timely manner with due regard to the assessed impact and risk to the programme.

The Service Provider's assessment of readiness activity shall include a specific milestone activity, at the earliest date prior to the Go Live Date, where the Service Provider formally presents its evidence to support its determination of readiness to fully and effectively perform the Services from the Go Live Date to the Purchaser. The Service Provider shall present and demonstrate this assessment of readiness for the full Services to the Purchaser by 10<sup>th</sup> December 2018.

- H1.1.3 Notwithstanding the provisions of this Contract relating to the Certification of PCOs (paragraph G5, G7 and G8 of this Schedule B) including the obligation of individuals to maintain fit and proper person status, and the provisions in Schedule A (Clause 6) for specific periodic verification, the Service Provider shall satisfy itself regarding the verification checks and records for the Staff group (subject to TUPE).

Where the Service Provider confirms assurance regarding each individual transferring member of Staff, the Purchaser will accept existing PCO Certification and Disclosure Level status as being valid at the date of transfer.

## **H2 Implementation Contact and Liaison**

- H2.1 The Service Provider shall provide a named representative who will be responsible for the overall Implementation Programme and/or subsequent management of the Contract following the Go Live Date. The Service Provider shall liaise with the Purchaser's Contract manager at least once per week to review the Service Provider activities during implementation (the frequency of meetings may be varied by the Purchaser as required to reflect progress against the implementation programme and to ensure Service delivery).

## **H3 Inspection and Security Risk Assessment**

- H3.1 The Service Provider shall provide the Purchaser with a plan and programme for scheduled court inspections and update/review of all existing security risk assessments, or creation of new risk assessments (where appropriate) a minimum of 3 months before the Go Live Date. The review, update or creation of new risk assessment plans shall be planned to include liaison and co-operation with other partner agencies (as appropriate).

## **H4 Plans, Policies and Procedures**

- H4.1 The Service Provider shall undertake and ensure that, during the Implementation Programme it develops and provides copies of all relevant Service Provider documentation to the Purchaser for review and comment, including policies and procedures, a full set of Operational Instructions for the Services, policies relating to the management or training of Staff including Court Staff, and other such information relating to the conduct, delivery or management of the Services which may be requested by the Purchaser.

In addition to the above, the Service Provider policy and procedures indicated in Part 4 of Schedule B shall be subject to review by the Purchaser during the Implementation Programme. The scheduling and timing for the preparation, submission and review process for such policies and procedures shall be agreed with the Purchaser as part of the detailed Implementation Programme plan.

- H4.2 Any revision during the Contract Term (including during the Implementation Programme) to previously submitted and reviewed policies and procedures shall be re-submitted to the Purchaser for review and comment prior to being enacted.

## **H5 Purchaser Support During Service Implementation**

- H5.1 The Purchaser shall provide reasonable support (as determined by the Purchaser) to the Service Provider to facilitate the development of relationships with relevant personnel in the Purchaser and Criminal Justice Partners. The Purchaser will also provide information about Prisons and facilitate visits to Prisons for selected Service Provider Staff. The Purchaser shall also arrange and deliver Control & Restraint

training for Service Provider instructors (as per Section G10).

## **H6 Obligations to Support and Facilitate a Managed Transfer of Services**

- H6.1 The Service Provider acknowledges and accepts that prior to the expiry or following a notice termination (for whatever reason) of the Contract that there is a duty to cooperate with the Purchaser and the Criminal Justice Partners to ensure an effective transition and managed migration of the Services to another organisation or responsible body.

Notwithstanding the specific provisions indicated in Schedule A, Terms & Conditions including Clauses 11, 30, 36, 42, 45 and 46, the Service Provider shall provide all necessary support, management resources and information to enable the parties to plan and ensure an effective managed transition of Services including any agreed resource or Staff transfer within a defined time period (as reasonably determined by the Purchaser).

## **H7 Vehicles (Mobilisation)**

- H7.1 The Service Provider undertakes to provide and make available the following vehicle fleet in accordance with the Implementation Programme and no earlier than the Go Live Date to ensure the availability of suitable and sufficient vehicles throughout the Contract Term to enable the Service Provider to undertake the daily volume of Services.

- H7.1.1 At the Go Live Date the Service Provider undertakes to provide not less than 109 new vehicles with the remainder of the fleet being either previously used or new base chassis with new or previously used bodies (i.e. re-bodied vehicles). Any previously used vehicles, vehicle bodies or base chassis deployed under this Contract will, as a minimum, comply with all relevant legislative requirements, and reflect the specific 'used' vehicle build provisions and undertakings indicated in the Contract.

## **I Variations to the Operational Requirements**

### **I1 Additional Services**

- I.1.1 The Service Provider may be required to provide additional services to the Purchaser in relation with the delivery of the Services. Additional services can only be based on the Services detailed in this Contract or additions to the Services, which are not considered a material change in the scope of this Contract. Changes may include providing Staff (and equipment where necessary) to manage video links between courts, PCUs and Prisons, the supervision of prisoners in other locations, the addition of new types of movement, the supervision and management of prisoners to and from other locations for other named Parties in the Contract, etc.

- I.1.2 For any and all additional services under this Contract, this work shall be planned in advance with the Service Provider and the Purchaser in accordance with Schedule A (Clause 13) and subject to the following guidelines:

- The Purchaser shall provide the Service Provider with an output-based specification, with detailed objectives and proposed timescales;
- Within 20 working days, the Service Provider shall provide the Purchaser with a fixed-price proposal (based on the rates detailed in Schedule C) for fully completing the required additional services and the associated timescales;
- The Purchaser may accept or reject the Service Provider's proposal;
- Should the Purchaser wish to accept the proposal they shall formally notify the Service Provider in writing;
- For the avoidance of doubt:
  - The Service Provider should not undertake any additional services without prior written approval from the Purchaser; and

- Should the Service Provider choose to progress any additional services without the Purchaser's prior written authority it is the Service Provider's risk and the Purchaser shall not be liable (in any way) for any payment for work already undertaken.

I.1.3 If any of the Criminal Justice Partners or named Parties in this Contract require additional services, the Service Provider shall immediately notify the Purchaser of the request. No additional services should be instructed or commenced without the written approval of the Purchaser. This is to ensure that additional service requirements do not conflict with the Services currently being delivered. The Purchaser solely reserves the right to accept or reject any request for additional services by the Criminal Justice Partners or named Parties under this Contract.

I.1.4 For the avoidance of doubt, in the event that additional services are requested, accepted and delivered to any of the other Criminal Justice Partners or named Parties in this Contract, then they shall be invoiced directly and the Prices for these services shall not be charged to the Purchaser.

## **I2 Reduction in Services**

I.2.1 In the event that Services under this Contract are to be varied so as to reduce the Services or level of Specification, this work shall be planned in advance with the Service Provider and the Purchaser in accordance with Schedule A (condition 13) and subject to the following guidelines:

- The Purchaser shall provide the Service Provider with an output-based specification, with detailed objectives and proposed timescales;
- Within 20 working days, the Service Provider shall provide the Purchaser with a proposal for the variation to the Services and the impact on any associated costs (based on the rates detailed in Schedule C);
- The Purchaser may accept or reject the Service Provider's proposal or enter into negotiation about the impact on any associated costs;
- Should the Purchaser wish to accept the proposal they shall formally notify the Service Provider in writing;
- For the avoidance of doubt:
  - The Service Provider should not vary the Services without prior written approval from the Purchaser; and
  - Should the Service Provider choose to vary the Services without the Purchaser's prior written authority it is the Service Provider's risk and the Service Provider shall be liable for any and all costs associated with this.

I.2.2 The Service Provider and Purchaser acknowledge that a reduction in Services may include the removal of, or a reduced specification for the requirements set out in paragraphs C2.6 (permanent dock staffing), B7.1 (Inter-PCU transfer) and F2 (healthcare) of Schedule B or any other such reduction to the Services.

**End of Part 1 of Schedule B**

This is Part 2 of Schedule B referred to in the foregoing Contract number 01500 between the Scottish Ministers and GeoAmey PECS Ltd

## **PART 2 OF SCHEDULE B**

### **REPORTABLE INCIDENTS**

This Part 2 of Schedule B, which is not intended to be exhaustive, outlines the range of incidents considered to be reportable to Purchaser:

- Prisoner indiscipline or loss of order or control including:
  - Barricade;
  - Rooftop protest (or similar);
  - Prisoner Protest;
  - Hunger Strike;
  - Concerted Indiscipline;
  - Hostage (attempted or actual);
  - Use of restraints or restraint techniques by the Service Provider;
  - Escape from Escort;
  - Escape from Secure Conditions;
  - Attempted Escape;
  - Abscond;
  - Liberation in error;
  - Prisoner on Prisoner Assault;
  - Prisoner on Staff Assault;
  - Staff on Prisoner Assault;
- Incidents of Unauthorised or Prohibited Articles being recovered from:
  - a Prisoner;
  - a visitor or person coming into contact with a Prisoner(s);
  - cells, the court custody suite or court area, or Service Provider vehicles (whether Prisoners are in attendance or not at the time of recovery);
- Need for Emergency Services: Fire, Police, or Ambulance.

Any factors which may have led to the evacuation, unavailability of the Premises, or affected the security or operation of the Premises including:

- Bomb Threat;
- Fire;
- Failure of facilities at court; or a
- Security lock compromise or key compromise or loss including unauthorised removal of key(s) from Premises or vehicles.

Need for Medical Care or intervention, or a significant event including:

- Prisoner illness, accident or similar whilst within the custody of the Service Provider;
- Self Inflicted Injury (requiring treatment from a healthcare professional or Medical Officer, the emergency services, or a hospital);
- Assault on Staff / Court Staff (requiring treatment from a healthcare professional or Medical Officer, the emergency services, or a hospital);
- Assault on Prisoner/Young Offender (requiring treatment from a healthcare professional or Medical Officer, the emergency services, or a hospital);
- Suicide or attempted suicide;
- Death in custody; or
- Equality related incidents (e.g. where there has been a race or difference related facet to an incident).

Vehicle Accidents or Incidents including;

- Vehicle Breakdowns (where prisoners are on-board); or
- Vehicular accidents or incidents (including where no injuries were sustained);

The Service Provider's procedures and processes for reporting incidents shall, at a minimum, ensure that the following information is recorded and reported:

- Time of Incident;
- Location of Incident;
- Nature of the Incident;
- Name/s of Prisoner/s involved;
- Why the incident took place (if known);
- When the incident was concluded; and
- The nature of any injuries and medical treatment provided.

The procedures and processes shall also ensure immediate communication / notification to the Escort Monitor or appropriate nominated Purchaser personnel regarding such incidents arising from the performance of the Services, or regarding matters relating to the Service Provider itself or Staff which are likely to generate media interest and submission of written incident report(s) to the Purchaser in accordance with E5.1.1 of Schedule B.

**End of Part 2 of Schedule B**



This is Part 3 of Schedule B referred to in the foregoing Contract number 01500 between the Scottish Ministers and GeoAmey PECS Ltd

## **PART 3 OF SCHEDULE B**

### **STANDARD OPERATIONAL TIMES (PRISONS)**

This Part 3 of Schedule B illustrates the standard operational times for Prisons in Scotland which will apply to Service Provider activities. The Service Provider should note that the information contained in this Part 3 of Schedule B is subject to periodic revision including through changes arising from the re-development of some of the Prison estate or to reflect operational changes in Prisons. The Purchaser will endeavour to provide prior notice of any substantive revisions to the standard operational time contained in this Part 3 of Schedule B.

	Addiewell		Barlinnie		Cornton Vale		Dumfries		Edinburgh	
	Mon-Fri	Sat-Sun	Mon-Fri	Sat-Sun	Mon-Fri	Sat-Sun	Mon-Fri	Sat-Sun	Mon-Fri	Sat-Sun
Prison Operational Opening Time	06:45	07:15	06:45	08:30	07:00	08:00	07:00	08:00	07:30	07:30
Reception Opening Time	06:45	07:30	06:45	09:15	07:00	As required	07:00	08:00	07:50 *	07:50
Reception Closed for Break	n/a	n/a	n/a	13:00 – 14:00	n/a	n/a	17:45 – 18:45	12:30 – 13:30	16:30 – 17:15	12:45 – 13:45
Reception Closing Time	20:30	17:00	21:30	16:30	n/a	As required	21:00	15:45	21:15	17:30
Prison Operational Closing Time	21:00	17:30	21:30	17:30	21:30	17:30	21:30	17:30	21:30	17:45
Limit on no. of vans	6		No		1		2		No	
	Glenochil		Grampian		Greenock		Inverness		Kilmarnock	
	Mon-Fri	Sat-Sun	Mon-Fri	Sat-Sun	Mon-Fri	Sat-Sun	Mon-Fri	Sat-Sun	Mon-Fri	Sat-Sun
Prison Operational Opening Time	07:00	08:00	06:30	08:00	07:45	08:30	07:00	08:00	06:30	07:30
Reception Opening Time	06:45	08:00	06:30	08:00	07:15	08:30	07:00*	As required	07:00	As required
Reception Closed for Break	n/a	n/a	n/a	12:00 – 13:00	12:45 – 13:45	12:15 – 13:15	17:30 – 18:30	n/a	n/a	n/a
Reception Closing Time	21:00	17:00	21:15	16:00	20:15	16:00	20:15	As required	20:00	As required
Prison Operational Closing Time	21:45	17:45	21:15	17:30	21:15	18:30	21:00	17:30	21:30	18:30
Limit on no. of vans	4		3		No		1		3	
	Low Moss		Open Estate		Perth		Polmont		Shotts	
	Mon-Fri	Sat-Sun	Mon-Fri	Sat-Sun	Mon-Fri	Sat-Sun	Mon-Fri	Sat-Sun	Mon-Fri	Sat-Sun
Prison Operational Opening Time	06:30	08:00	07:00	07:30	07:00	08:00	06:00	08:30	07:30	08:00
Reception Opening Time	07:00 *	08:00	07:30	08:00	07:00	08:00	06:00	08:30	07:30	As required
Reception Closed for Break	n/a	12:30 – 13:30	n/a	12:00 – 13:00	n/a	12:30 – 13:30	n/a	12:30 – 13:30	17:00 – 18:30	n/a
Reception Closing Time	20:30	17:30	16:00	16:00	21:15	17:30	21:30	17:00	21:00	As required
Prison Operational Closing Time	21:00	18:00	21:00	18:00	21:30	17:30	21:30	17:45	21:15	17:00
Limit on no. of vans	No		No		No		No		No	

## Notes:

- \* Can facilitate earlier courts with advance notice.
- Inter-Prison Transfers – the cut off time for inter-prison transfers to arrive in the receiving Prison is 19:00 or the closing time of the Prison reception, whichever is earlier.
- 'As required' - Prison receptions may have limited weekend staff available. Arrangements should therefore be pre-agreed to minimise the potential for delay in the admission or movement of Prisoners.
- All times listed are indicative only. Although correct at the Contract Commencement Date, these details are subject to change in line with operational requirements.

End of Part 3 of Schedule B

This is Part 4 of Schedule B referred to in the foregoing Contract number 01500 between the Scottish Ministers and GeoAmey PECS Ltd

## **PART 4 OF SCHEDULE B**

### **SCHEDULE OF TRAINING**

Individuals who wish to perform the role of Prisoner Custody Officer (PCO), as outlined Schedule 6 of the Criminal Justice & Public Order Act 1994, will require to be certificated by the Purchaser. This Part 4 of Schedule B outlines the minimum expected generic training requirements and competency requirements that each PCO must achieve as part of the Service Provider's selection and recruitment, and certification of PCO processes (as specified in the Contract) to enable individuals to certified as a PCO to provide Services under this Contract. This is complementary to section G9 – G15 of Schedule B.

Unit No	Unit Title	Component
1.	Maintain the security of Premises.	a. Monitor the security of Premises. b. Identify and respond to breaches of physical security. c. Monitor and maintain communications.
2.	Maintain security during Prisoner Movements and within custodial environments.	a. Maintain security during routine movements of Prisoners within the environment. b. Maintain security during the movement of Prisoners due to emergencies or incidents.
3.	Maintain security of Prisoners outside a custodial environment.	a. Maintain security of Prisoners in transit. b. Maintain security of Prisoners in situations outside a custodial environment (both Court and Other escort Services).
4.	Search accommodation areas.	a. Searching Prisoner accommodation, cells and vehicles. b. Searching accommodation areas (other than Prisoner accommodation or cells).
5.	Search individuals.	a. Conduct a body search. b. Conduct a rub-down search (including use of appropriate detection equipment where available).
6.	Maintain control of Prisoners in custody.	a. Monitor the security and behaviour of Prisoners. b. Identify and respond to breaches of order and discipline. c. Restore order and discipline.
7.	Contribute to the adjudication process.	a. Placing Prisoners on report for adjudication. b. Preparing information and evidence to meet the needs of adjudication. c. Participate in an adjudication process.
8.	Contribute to the reduction of abusive and aggressive behaviour in the environment.	a. Contribute to the protection of people within the environment from abuse and aggression. b. Challenge aggressive and abusive behaviour. c. Restrain and remove individuals.
9.	Contribute to the health & safety, hygiene and fire risk safety of self and others.	a. Contribute to the promotion of the Prisoner's health. b. Contribute to a safe and secure environment. c. Respond in the event of a health or other emergency. d. Maintain personal security and safety.
10.	Support and maintain the effective performance of colleagues and oneself.	a. Promote and maintain effective working relationships. b. Maintain and improve one's own performance.
11.	Contribute to the control of incidents and emergencies.	a. Identify and respond to an incident or emergency. b. Contribute to the control of incidents and emergencies. c. Contribute to the evaluation of strategies used to control incidents and emergencies.
12.	Support the Prisoner in maintaining and developing positive relationships.	a. Develop positive relationships with the Prisoner. b. Support the Prisoner in positive relationships with those outside the environment. c. Support the Prisoner in positive relationships with Prisoners and others within the environment.
13.	Supply advice and guidance to Prisoners during request and complaints procedures.	a. Provide support and information to Prisoners regarding the request and complaints procedures. b. Contribute to the request and complaints procedures.
14.	Prevention of suicide and self-harm.	a. Identify and respond to potential self-harm and suicide. b. Contribute to potential suicide and self-harm programme
15.	Receive and discharge Prisoners and their property into and out of custody.	a. Receive and admit Prisoners into the custody suite/unit. b. Receive, account for, store and release Prisoner's property. c. Discharge Prisoners from custody.
16.	Maintain security procedures relating to visits.	a. Prepare for visits to Prisoners from those outside the custody suite/unit. b. Maintain security during visits.
17.	Operate the admission of others.	a. Provide information at the point of entry. b. Maintain security through the point of entry to operational areas. c. Search vehicles and possessions.
18.	Provide services to courts.	a. Maintain security of Prisoners in the court buildings. b. Produce Prisoners and provide information.
19.	Provide a security information service.	a. Gather and collate security information. b. Evaluate security information. c. File and maintain security information. d. Retrieve and supply security information to others.
20.	Provide health awareness and support services.	a. Operate information and support services. b. Encourage health awareness.

21.	Control of Unauthorised or Prohibited Articles including Drugs.	<ul style="list-style-type: none"> <li>a. Recognise the range of Unauthorised or Prohibited Articles and drug substances in common use and control measures.</li> <li>b. Manage productions (Finds).</li> <li>c. Report information on suspicion of users to other agencies.</li> </ul>
22.	Scottish Legal Framework.	<ul style="list-style-type: none"> <li>a. Have a broad understanding of the Scottish Criminal Justice framework.</li> <li>b. Know the different types of courts (Solemn and Summary), their purpose, powers and types of business.</li> <li>c. Have an understanding of Bail and Fines enforcement procedures.</li> <li>d. Understand court custody procedures, the powers under which PCOs operate and the duties to be performed.</li> <li>e. Understand the rights of a Prisoner in the custodial setting.</li> </ul>
23.	Make administrative arrangements for the appearance of individuals at courts.	<ul style="list-style-type: none"> <li>a. Process court documentation.</li> <li>b. Make arrangements with courts, escorting authorities and others.</li> </ul>
24.	Calculate and verify critical dates for sentences.	<ul style="list-style-type: none"> <li>a. Verify and interpret documentation relevant to the imprisonment or detention of individuals.</li> <li>b. Calculate critical dates for complex cases.</li> <li>c. Verify sentence calculations.</li> </ul>
25.	Verify the release process.	<ul style="list-style-type: none"> <li>a. Verify the eligibility of individuals for release.</li> <li>b. Verify that the correct documentation and entitlements have been prepared.</li> </ul>
26.	Administer personal money and valuables for individuals in custody.	<ul style="list-style-type: none"> <li>a. Account for individual's money, valuables and property.</li> </ul>
27.	Make administrative arrangements for the release of individuals from custody.	<ul style="list-style-type: none"> <li>a. Process information about the release of individuals from custody.</li> <li>b. Prepare documentation and entitlements for individuals on release.</li> </ul>
28.	Fire Safety.	<ul style="list-style-type: none"> <li>a. Cell fires.</li> <li>b. Area/Zone Fires.</li> <li>c. Evacuation procedures.</li> </ul>
29.	First Aid.	<ul style="list-style-type: none"> <li>a. Accredited Certificate course.</li> </ul>
30.	Health & Safety at Work.	<ul style="list-style-type: none"> <li>a. Accredited Certificate course.</li> </ul>
31.	Use of mechanical restraints.	<ul style="list-style-type: none"> <li>a. Individual risk assessment to determine the requirement for the use of mechanical restraint(s).</li> <li>b. Correct application of mechanical restraint(s).</li> </ul>

End of Part 4 of Schedule B

This is Part 5 of Schedule B referred to in the foregoing Contract number 01500 between the Scottish Ministers and GeoAmey PECS Ltd

## PART 5 OF SCHEDULE B

### SERVICE PROVIDER POLICIES, PROCEDURES AND INFORMATION

The Service Provider shall undertake and ensure that during the Implementation Programme that it shall provide the following policies, operational procedures, a full set of Operational Instructions for the Service, and information (as applicable) to the Purchaser for review and comment within the timescales detailed below in this Part 5 of Schedule B.

POLICY, PROCEDURES OR INFORMATION	TIMESCALE
Production of all core standard Operational Instructions, operating policies and procedures, support policies, and contingency plans including but not limited to the range of documents detailed in the Service Provider's tender proposal dated 1 <sup>st</sup> December 2017.	Initial drafts within 8 weeks after the Commencement Date. Final document sets to be completed and reviewed by the Purchaser no later than 3 months prior to the Go Live Date.
Media communication and handling protocol.	To coincide with the Contract Commencement Date with final drafts available to the Purchaser no later than 6 weeks before the Contract Commencement Date.
<p>The standard Operational Instructions, operating policies and procedures, support policies and contingency plans will, where appropriate, address the following topics:</p> <ul style="list-style-type: none"> <li>• The management of human rights;</li> <li>• Hate crime and equality issues (in respect of age, gender, disability, religion or belief, race and sexual orientation) for those affected by, or providing the Services;</li> <li>• How the Service Provider will minimise the scope for the introduction of any form of material of a racially or sexually offensive nature into the Service or Premises;</li> <li>• Incident command procedures (including non-routine or emergency inter-prison transfer plans) and contingency plans and procedures;</li> <li>• StaffCode(behaviouranddiscipline);</li> <li>• Uniform attire/dress code and means of Staff/Court Staff identification (any revised uniform attire or Staff/Court Staff identification shall be provided and available to all relevant individuals no later than 2 weeks prior to the Go Live Date);</li> <li>• Procedure for incident reporting and logging (including but not limited to those detailed in Part 2 of Schedule B – Reportable Incidents). This shall include identified procedures for contacting the Escort Monitor, the Purchaser, or Police Scotland and undertaking any necessary follow-up actions to support investigation or scrutiny by the Purchaser or for the purposes of any Fatal Accident Inquiry;</li> <li>• Confirmation of arrangements for the scheduled maintenance, repair and inspection of vehicles, and the replacement of inoperative mechanical restraints and other operational equipment to support the Services;</li> <li>• Confirmation of arrangements to ensure the security and control of approved equipment such as mechanical restraints, IT hardware or portable data equipment/media (which may contain Prisoner data or escort scheduling information), and Staff or court Staff attire/uniform (including a process of investigation in any cases of loss or misappropriation);</li> <li>• A risk assessment and risk management process consistent with meeting the Service Provider's legal obligations stated in the Contract (including management of risk assessments where Premises are changed or altered, Cell Sharing Risk Assessments and scheduled periodic re-assessments);</li> <li>• Policy and Guidance for the Management of Prisoners correspondence including Legally Privileged correspondence</li> <li>• The recruitment and applicant selection process for Staff (including custodial support Staff/court Staff). This shall reflect any background verification, capability assessment and standards for applicants;</li> <li>• Detailed training plans, inclusive of tutor notes, and the procedures to ensure and maintain training and competency. To be submitted and reviewed by the Purchaser prior to the commencement of Staff/court Staff training;</li> <li>• The management of Prisoner complaints including linkages to the Scottish Public Services Ombudsman;</li> <li>• Procedures to ensure the accuracy of management information data and performance reporting under the Contract; and Protocol outlining the operational response times and resources (by Premises) to enable the Service Provider to perform the contingency &amp; business continuity requirements indicated in paragraph E17 of Part 1 of Schedule B.</li> </ul>	

End of Part 5 of Schedule B

This is Part 6 of Schedule B referred to in the foregoing Contract number 01500 between the Scottish Ministers and GeoAmey PECS Ltd

## **PART 6 OF SCHEDULE B**

### **THE PARTIES**

The Purchaser may require Services to be provided under the Contract to any of the following organisations (the “Parties”) in accordance with Section I of this Part B of the Schedule provided for the avoidance of doubt that no additional services shall be provided under this Contract without the prior written agreement of the Purchaser.

- Scottish Courts and Tribunals Service, Saughton House, Broomhouse Drive, Edinburgh, EH11 3XD
- Scottish Police Authority, 1 Pacific Quay, 2nd Floor, Glasgow, G51 1DZ
- Crown Office & Procurator Fiscal Service, 10 Ballater Street, Glasgow G5 9PS
- Scottish Government Core Directorates, Victoria Quay, Leith, Edinburgh, EH6 6QQ

**End of Schedule B**

This is Schedule C referred to in the foregoing Contract number 01500 between the Scottish Ministers and GeoAmey PECS Ltd

## **SCHEDULE C**

### **PRICING DOCUMENT**

This Schedule C consists of the following:

- Part 1 of Schedule C - Pricing
- Part 2 of Schedule C - Training Prices
- Part 3 of Schedule C - Break Costs
- Part 4 of Schedule C – Prospective Pay Rises 2018



This is Part 1 of Schedule C referred to in the foregoing Contract number 01500 between the Scottish Ministers and GeoAmey PECS Ltd

## PART 1 OF SCHEDULE C

### PRICING

#### 1 PRICE BASIS

1.1 The Purchaser shall pay the Prices set out in this Schedule C to the Service Provider subject to the satisfactory provision and delivery of the Services in accordance with the provisions of the Contract. The Prices for the Services are detailed on the following basis:

- Routes (Pricing Table 1);
- Courts (Pricing Table 2);
- Hospital Escort and Bedwatch Activity (Pricing Table 3); and
- Monthly Fee (Pricing Table 4).

1.2 The Purchaser shall pay a monthly Price for:

- Routes, based on the number of routes booked by the Purchaser and undertaken by the Service Provider in accordance with Pricing Table 1;
- Courts, which is based on the number of court cell areas where staffing is required, and the number of court rooms which require dock staffing, as shown in Pricing Table 2;
- Hospital Escort and Bedwatch Activity in accordance with Pricing Table 3, which is based on the daily rate for such activity. Where Bedwatch Activity exceeds the baseline shown in Pricing Table 3 in any hour (each hour commencing at 00 minutes), the Purchaser will pay the relevant hourly rate as applicable; and
- Monthly Fee in accordance with Table 4 to ensure ongoing base Service provision.

1.3 The Prices for the Services are fully inclusive and reflect the total price to the Purchaser for the provision of the Services to any and all locations or Premises or geographic areas of Scotland, and into other geographic areas in other legal jurisdictions as appropriate, as detailed in the Contract or as notified by the Purchaser during the Contract Term.

For the avoidance of doubt, the Prices include all necessary fixed, overhead and running costs associated with the Service Provider's premises; all Staff costs, expenses and allowances and other employment costs; the provision of the necessary Assets and operating bases, vehicle acquisition and operating costs, in-vehicle seatbelts for Prisoners, vehicle fuel and maintenance support thereof, vehicle road fund licences (as appropriate to the taxation classification); IT or logistics systems & support thereof; all travel costs by all means of transport, and start-up costs which are collectively required to facilitate the range of Services across all of the Premises specified in the Contract.

The Prices also include the provision of medical care whilst Prisoners are in the custody of the Service Provider, the supply / provision of Prisoner meals, water and catering consumables, and sanitary products in transit and whilst Prisoners are in the custody of the Service Provider, across each of the Premises required by the Contract.

1.4 All Prices, rates and invoices are shown in Pounds Sterling. VAT (where applicable), shall be included as a net charge on any invoice.

1.5 All Prices shall apply for the Contract Term. The Prices may only be varied in accordance with Clause 13 of Schedule A, or in accordance with paragraph 3.2 of this Schedule C.

## 2 PAYMENTS

- 2.1 Following completion of the Services for the preceding calendar month, the Service Provider shall submit a monthly invoice to the Purchaser in accordance with Clause 20 of Schedule A, with an accompanying schedule itemising the chargeable Services completed in the preceding month. The schedule shall, as a minimum, detail:
- the number of routes utilised within each zone in accordance with Pricing Table 1;
  - the number of courts and court docks utilised in accordance with Pricing Table 2;
  - details of any Hospital Escort and Bedwatch Activity delivered in that month which attract additional payment in accordance with Pricing Table 3; and
  - the Fixed Costs in accordance with Pricing Table 4.
- 2.2 The Service Provider shall also provide a schedule of all Service Provider Failures and all Performance Measures which exceed the Tolerance Levels, and raise a credit note for the value of any Service Credits, including Direct Monetary Service Credits, applicable to the Services in the reporting month (in accordance with Schedule D). The credit note shall clearly detail any Service Credits for the preceding Month (in accordance with the Conditions of Contract).
- 2.3 The Service Provider shall provide all invoices and credit notes monthly in arrears.
- 2.4 Upon receipt of valid monthly invoices and credit notes relating to the preceding month, the Purchaser shall arrange payment for all Services by BACS in full.

### Commencement of Services and Payment

- 2.5 The Service Provider accepts that no charges and payments will be due during the period of the Service Provider's Implementation Programme, and prior to the Go Live Date. Monthly payments shall only become due where the Service Provider has, as part of the Service Provider's Implementation Programme, demonstrated readiness to fully perform all of the Services to the Purchaser, and the Service Provider has commenced full provision of the Services on the Go Live Date.
- 2.6 The Service Baseline Price for the initial part calendar month of the Contract will reflect a pro-rata calculation based on the number of calendar days of full Service actually provided in that month.

### Expiry or Termination of the Contract

- 2.7 The Purchaser shall, as part of a discontinuation and managed exit of Services, pay the Service Provider for the provision of Services actually provided up to the point that the Services are discontinued. Any sums calculated and due to the Service Provider in accordance with this paragraph shall not exceed the sum of the Prices (calculated in accordance with the provisions of Schedule C).
- 2.8 If the Contract should expire or otherwise terminate, in part or whole, part way through a year then:
- 2.8.1 the monthly Service Baseline Price for each complete calendar month prior to the date of termination in that part financial year shall reflect the relevant Prices then in force under the provisions of this Schedule C; and
  - 2.8.2 the Price for the last month (if it is not a complete calendar month) will be calculated pro-rata based on the number of days of full Service actually provided in that month in accordance with the provisions of this Schedule C.

### Overpayment

- 2.9 If either the Purchaser or the Service Provider finds that the data relating to Services completed are erroneous or incorrect in any way, that party shall immediately identify this to the other party. The Service Provider shall take all necessary action to identify the corrective action that is required, agree this with the Purchaser and ensure that any overpayment is refunded to the Purchaser no later than the next monthly invoice.

### 3 VARIATION OF PRICE

- 3.1 The Prices in Pricing Tables 1, 2, 3 & 4 will be subject to annual Price variation. Annual Price variation shall apply only to the cost areas relating to **Staff**, to **Fuel** and to **Other Costs** (as detailed below).
- 3.2 The Prices detailed in Pricing Tables 1, 2, 3 & 4 shall be subject to an index linked adjustment at 1st April each year (commencing no earlier than 1st April 2020 and in each subsequent April thereafter, including any extension period of the Contract) to such sum as the parties may agree, but shall not exceed the annual percentage variations indicated in 3.2.1 to 3.2.4.

#### Indexation (Staff Element)

- 3.2.1 The Staff element shall be varied in accordance with the Average Weekly Earnings Index (AWE – K54U time data series) as produced by the Office for National Statistics, Average Weekly Earnings, Historical Time Series (K54U – Seasonally Adjusted Average Weekly Earnings – including bonuses, excluding arrears). The Staff element of each relevant Price from Year 2 of the Contract shall be calculated on each Review Date in accordance with the following formula:

$$I_s = O \times P_s \times \left[ 1 + \frac{AWE_a - AWE_b}{AWE_b} \right]$$

Where:

$I_s$  is the indexed Price to be paid in respect of the Performance Year starting on that Review Date;

$O$  is the Price as stated in Pricing Tables 1, 2, 3 & 4 below as applicable

$P_s$  is the proportion of the Price being calculated which is applicable to Staffing (as set out at 3.2.3)

$AWE_a$  is the level of AWE relating to the prices prevailing in the November preceding the Review Date

$AWE_b$  is the level of AWE relating to the Prices prevailing in November 2018

#### Indexation (Fuel Element)

- 3.2.2 The Fuel element shall be varied in accordance with the Freight Transport Association (Energy Audits and Market Analysis, Average Bulk Diesel Prices). The Fuel element of each relevant price from Year 2 of the contract shall be calculated on each Review Date in accordance with the following formula:

$$I_f = O \times P_f \times \left[ 1 + \frac{FUEL_a - FUEL_b}{FUEL_b} \right]$$

Where:

$I_f$  is the indexed Price to be paid in respect of the Performance Year starting on that Review Date

$O$  is the Price as stated in Pricing Tables 1, & 3 below as applicable

$P_f$  is the proportion of the Price being calculated which is applicable to Fuel (as set out at 3.2.3)

$FUEL_a$  is the level of Average Bulk Diesel Prices detailed by the Freight Transport Association relating to the Prices prevailing on 31<sup>st</sup> January preceding the Review Date

FUEL<sub>b</sub> is the level of Average Bulk Diesel Prices detailed by the Freight Transport Association relating to the Prices prevailing on 31<sup>st</sup> January 2019.

### Indexation (Other Costs)

3.2.2A The Other Costs element shall be varied in accordance with the Consumer Price Index (CPI). The Other Costs element of each relevant price from Year 2 of the contract shall be calculated on each Review Date in accordance with the following formula:

$$IF = O \times Po \times \frac{[1 + CPIa - CPIb]}{CPIb}$$

Where:

IF is the indexed price to be paid in respect of the Performance Year starting on that Review Date

O is the price as stated in Pricing Tables 1, 2, 3 & 4 below as applicable

Po is the proportion of the price being calculated which is applicable to Other Costs (as set out at 3.2.3)

CPIa is the level of CPI relating to the prices prevailing in the November preceding the review date

CPIb is the level of CPI relating to the prices prevailing in November 2018

3.2.3 The proportions of the Prices which shall be subject to annual variation are:

Description	Staff	Fuel	Other Costs
Routes (Table 1)			
Courts (Table 2)			
Hospital Escort and Bedwatch Activity (Table 3)			
Monthly Fee (Table 4)			

3.2.4 During March 2020, and on each anniversary thereafter, the Service Provider shall submit the indexation percentages and its calculation of the variance to the Staff, Fuel and Other Costs elements of the Prices (i.e. the annual variance in the Staff and Fuel and Other Costs elements of the Prices to be applied from April as determined by the application of Clause 3.2.1 and 3.2.2 & 3.2.2A respectively).

### Premises

3.3 The Service Provider acknowledges and accepts that the Criminal Justice Partners expect there to be an ongoing and planned programme of changes to the Premises listed in Schedule E (e.g. as new prisons are built to replace some existing Prisons, and there are (temporary or permanent) changes to Police Scotland, court and other Partner Premises) throughout the Contract Term. The Service Provider therefore accepts that the list of Premises specified in Schedule E will change during the Contract Term including changes at short notice for reasons such as (but not limited to) building works, weather related factors, or the operational requirements of the Purchaser, the Criminal Justice Partners or the National Health Service (NHS).

3.4 The Service Provider shall therefore provide and ensure operational flexibility in the Services which includes responding to, and undertaking Prisoner Movements to and from any new or alternative Premises addresses

which are notified to it during the Contract Term. Such changes to Premises or any revisions to the arrival time, departure time or vehicular access provisions (indicated in Part 3 of Schedule B) will be considered in the context of normal operational activity and not as a variation to the Contract affecting the Prices in this Schedule C except as specified in Clause 13 of Schedule A.

### Price For Contract Extension (End of Term)

- 3.5 The Purchaser may elect (in accordance with Clause 3 of Schedule A) to extend the Contract Term beyond the Expiry Date by up to a further four (4) years (in period(s) determined by the Purchaser).
- 3.6 Where requested by the Purchaser and prior to the Expiry Date, the Service Provider shall provide the Purchaser with a Price variation proposal for an extension period to the Contract. The Service Provider's proposal shall be in accordance with the conditions included in Schedules A & C. The Service Provider and the Purchaser shall enter into negotiations in good faith with a view to reaching a mutual agreement relating to the Prices for the period of the extension.
- 3.7 If the Service Provider and the Purchaser reach a mutual agreement and the Contract is to be extended, the Purchaser will issue the Service Provider with a Contract amendment and the revised Prices will take effect from the first day of any period of extension and shall apply during that period.
- 3.8 If the Purchaser and Service Provider are unable to agree a variation in the Prices, the Contract shall terminate at the Expiry Date.

### Living Wage

- 3.9 The Purchaser (and other Criminal Justice Partners) is an accredited Living Wage employer, and wishes to retain the option to extend the payment of the Scottish Living Wage to those employed on applicable services contracts.
- 3.10 At any time during the Contract Term, the Purchaser retains the right to request compliance with the Scottish Living Wage. This may include introduction of the Scottish Living Wage for those (if any) staff paid below that level. If the Purchaser elects to require payment of the Living Wage to the Service Provider's staff and there are additional costs associated with this (for those applicable staff), the Purchaser will expect to make an additional payment to meet this cost. This would be over and above any indexation as applied in accordance with 3.2 above. Any such additional payment will be limited to the difference between the salary set out for each role, indexed as described at 3.2 above, and the salary that would be payable if the Scottish Living Wage was applied to that role. This would only be payable when the actual salary is lower than the level payable should the Scottish Living Wage be applied. For example:

In Year 4 of the Contract, the Living Wage reaches a level where it exceeds that currently paid to an existing member of staff.

- Salary as set out in bid: £18,000
- (Actual salary paid to employee at Year 4: £18,500)
- Salary (as bid) with indexation applied at Year 4: £19,100
- Salary if Living Wage was applied in Year 4: £19,200

Based on this, optional payment from Purchaser for living wage compliance (£19,200 - £19,100) = £100

### Zero Hours Contracts

- 3.11 It is a requirement of the Contract that while delivering the Services, the Service Provider's Staff are not employed on zero hours contracts.

### Changes in Route Volumes

- 3.12 In support of the Price, a resourcing model will be created outlining the initial staffing resource, expected fuel use and vehicle fleet. Without prejudice to the requirements elsewhere, the resources used to deliver the service shall be altered by the Service Provider as required to deliver the Services.
- 3.13 Following each variation under Clause 13, the Resourcing Model shall be updated to take account of any changes to staffing, fuel use or vehicles agreed as part of the variation.
- 3.14 As at the Commencement Date the Baseline Routes Level shall be deemed to be 53,313.
- 3.15 If the Comparator Routes Level is more than 10% greater or less than the Baseline Route Level, either party may request a variation to the Resourcing Model to take account of the Resourcing levels required to deliver the services at the current levels. In all instances, both parties will endeavour to minimise the required resources. Following such a variation, the Baseline Routes Level will be changed to match the Comparator Routes Level.
- 3.16 Any change agreed to the Resourcing Model shall be reflected by a commensurate adjustment to the Price.
- 3.17 The comparison between the Baseline Route Level and the Comparator Route Level will take place each January, with any review to the Resourcing Model and agreed change to price taking effect from 1st April of that year. Any adjustment to the Resourcing Model will be index linked from original values as described in 3.2 of this Schedule C.

#### Example:

The Baseline Routes Level is 53,313 at the outset of the contract, and the total number of routes in 2020 (the Comparator Routes Level) is 47,500. As the Comparator Routes Level is less than 90% of the Baseline Routes Level, either party may request a variation to the Resourcing Model.

## 4 PRICING TABLES

The Purchaser shall pay to the Service Provider the following Prices subject always to the satisfactory delivery of the Service(s) described in Schedule B and in accordance with the provisions of this Contract.

**PRICING TABLE 1: ROUTES**

Working Day Price			
Description	Distance by Road	Secure Route Price (£)	Community Access Route Price (£)
Zone 1	<=10 miles		
Zone 2	>10 miles <=25		
Zone 3	>25 miles <=50		
Zone 4	>50 miles <=100		
Zone 5	>100 miles		
Cross Border			
Far Island Supplement (any day of the week)			
Weekend Price			
Description	Distance By Road	Secure Route Price (£)	Community Access Route Price (£)
Zone 1	<=10 miles		
Zone 2	>10 miles <=25		
Zone 3	>25 miles <=50		
Zone 4	>50 miles <=100		
Zone 5	>100 miles		

<b>Cross Border</b>			
<b>Far Island Supplement (any day of the week)</b>			

### Notes to Pricing Table 1

- I. The payment is **per route** operated by the Service Provider (as booked by the Purchaser) each day. The Price per route is **not** payable per Prisoner on each route; the Price per route is **not** dependent on the number of Prisoners being moved at any given time on that route.
- II. Zones 1 – 5 are applicable for moves which take place within Scotland. The Cross Border payment is the sole payment payable for routes which begin or end outside Scotland, with the exception of a Far Island Supplement.
- III. The above zone prices are applicable irrespective of the time, or the day, for which the route is booked; or the time, or the day, on which the route is operated.
- IV. No individual route shall attract more than two payments per day for secure escorts, regardless of the reason for booking, or volume of prisoners escorted. One payment is available for any and all ‘Court Escorts’, and one payment is available for any and all ‘Other Escorts’. A further payment is available for any and all Other Escorts which are ‘Community Access’ escorts.
- V. The Price includes all requirements of Schedule B, including supervision of the Prisoner, and the cost of returning all Prisoners to Prison, with the exception of the costs set out in Pricing Table 2.
- VI. A Far Island Supplement is payable when a Prisoner moves to or from the Shetland Islands, Orkney Islands or any of the Western Isles. The Far Island Supplement is payable per Prisoner, and is payable for that Prisoner for each movement to and from the island. The Far Island supplement is payable in addition to the road distance when a Prisoner moves to or from the Shetland Islands, Orkney Islands and the Western Isles. The road portion of the trip is chargeable as a zoned route for the distance between the start point and the nearest airport to operate direct flights to the island in question.
- VII. The route shall be set by the start and end point of the journey booked by the Purchaser. No amendment to the Price shall be made for any diversions or additional call-points on route. A single vehicle can be utilised to operate more than one route simultaneously (e.g. a vehicle may be involved in moving a Prisoner from HMP Barlinnie to HMP Castle Huntly, and a Prisoner from HMP Low Moss to HMP & YOI Grampian), with both routes payable subject to the restriction at point IV above.
- VIII. The distance between the start and the end point of each route shall be the shortest route for vehicular traffic identified by Google Maps, or in the absence of Google Maps, a similar service agreed by the Purchaser and the Service Provider. When individual routes are first used, the route will be calculated by the Service Provider and the applicable zone agreed with the Escort Monitor in the first instance, and confirmed at the next contractual meeting. When either the Purchaser or the Service Provider becomes aware of a permanent route change (e.g. due to new roads becoming available), the route distance and zone can be changed at the agreement of the Purchaser and the Service Provider. A record of routes will be maintained by the Service Provider, and stored on a shared computer platform, as set out in Schedule B E16. The zone applicable to any route will not be changed due to any temporary reason such as road closures, road works, diversions, etc.
- IX. The Working Day Price shall apply at any time on any day from Monday to Friday. The Weekend Price is applicable at any time on a Saturday or Sunday.

**PRICING TABLE 2: COURTS**

Area	Working Day Price (£)	Weekend Price (£)
Court Cells Operation		
Court Rooms with Dock Staffing		

**Notes to Pricing Table 2**

- I. The Court Cells Operation Price will be attracted for each court building in which the cells are required to operate. This is a daily payment for each court building (i.e. if the court cells operate for 5 days in a week, 5 payments are payable; if they operate only 1 day, 1 payment is payable).
- II. Where more than one court is co-located in the same building, served by the same cells (e.g. a JP Court and Sheriff Court), only one Court Cells Operation Price is payable.
- III. A Court Cells Operation Price is not due if the only moves to that building on that day do not require the use of the cells (e.g. a Children's Hearing in a co-located room within a court building on a day when the criminal courts are not in operation).
- IV. The Court Rooms with Dock Staffing Price will be payable each day for each court room which has required dock staffing, as specified in Schedule B Section C2.
- V. Both 'Court Cells Operation' and 'Court Rooms with Dock Staffing' Prices are applicable irrespective of the time, duration, or the day, on which the court operates.
- VI. The 'Court Cells Operation' and 'Court Rooms with Dock Staffing' Prices include all of the required Service elements at Court, including inter alia the Service Provider's supervision of the Prisoner.
- VII. The Working Day Price shall apply at any time on any day from Monday to Friday. The Weekend Price is applicable at any time on a Saturday or Sunday.

**PRICING TABLE 3: HOSPITAL ESCORT AND BEDWATCH ACTIVITY**

The Purchaser shall pay a daily price (the "Daily Price") for Hospital Escort and Bedwatch Activity, provided that the total number of uncovered hours on that day, across the first 8 bedwatches, does not exceed 12 hours in total (Note: Performance Measures will still apply for any non-delivery). The Daily Price shall cover all costs for up to 8 Prisoners in the custody of the Service Provider during any hour of that day (i.e. between 00:00 – 00:59, 01:00 – 01:59, etc.).

When the number of Prisoners in the custody of the Service Provider within an hour is in excess of 8, the hourly rate set out below will be payable for each additional Prisoner within each hour (e.g. if the maximum number of Prisoners on hospital watch in a particular hour is 10, 2 x the hourly rate will be due for that hour).

Description	Price per Day (£)
Daily Price	
	Price per Additional Activity (£)
Additional Hourly Rate	

**Notes to Pricing Table 3**

- I. The Hospital Escort and Bedwatch Activity Prices are applicable irrespective of the time or the number of days or days of the week (including evenings, weekends, Public or local Holiday dates) that the hospital escort commences or is required, and irrespective of the number of Service Provider staff engaged in the custody, supervision or transportation of individuals.



- II. For the avoidance of doubt, the above Prices are fully inclusive of the collection, where applicable, and return of the Prisoner back to prison, and so no additional route payment at Table 1 will be applicable.
- III. This “Daily Price” will be paid by the Purchaser on a monthly basis, for each day when the number of hours of Hospital Escort and Bedwatch Activities that are uncovered by the Service Provider does not exceed 12 in total, for the first 8 prisoners booked for supervision, and custody of these prisoners is not returned to the Purchaser prior to the Prisoner’s return to prison. The Daily Price covers the cost of the first 8 prisoners being supervised on a hospital watch in any hour.
- IV. The term ‘uncovered’ refers to a situation where the Service Provider has not provided the Service and the Purchaser or others have provided or ‘covered’ the associated service gap. This is cumulative each day across the first 8 prisoners booked for supervision at any given time. If more than 12 hours is uncovered in any calendar day for this group of prisoners, no daily fee is payable by the Purchaser.
- V. The calculation of payment of Hospital Escort and Bedwatch Activity will reflect the time and date from the initial attendance at the prescribed location to assume escort responsibility for the custody of the Prisoner, maintaining supervision and custody of the Prisoner in hospital, the return transfer up to the time and date of transfer of responsibility for the Prisoner back to the Purchaser or another relevant authority.
- VI. Where the number of prisoners exceeds 8 in any hour, an additional hourly rate is payable for each additional Prisoner supervised on hospital watch in that hour.
- VII. For the purpose of these calculations, the hour shall be from 00 minutes to 59 minutes after each hour (i.e. not a rolling hour). For example, if 10 prisoners are subject to hospital watch for part or all of a given hour, 2 x the additional hourly rate is payable.
- VIII. The time of initial attendance will commence when the full complement of escort Staff are present to enable the Hospital Escort and Bedwatch Activity to be undertaken and performed in accordance with the Contract.
- IX. For the avoidance of doubt, Hospital and/or Other Approved Healthcare Appointments (Schedule B, paragraph D10) where the Prisoner is escorted, supervised during appointment and returned to prison on the same day are not part of Hospital Escort and Bedwatch Activity and the associated Pricing of such activity is specified in this Pricing Table 1.
- X. Where a Prisoner is committed to hospital for an extended period and the Prisoner’s condition and/or risk assessment indicates that a lower level of Hospital Escort and Bedwatch Activity by the Service Provider is appropriate to maintain custody and supervision, the parties may agree revised supervision arrangements on a case by case basis. Where such arrangements are enacted, the Price (either the Daily Price or the hourly rate) for the Hospital Escort and Bedwatch Activity will be varied on a pro-rata basis to reflect the revised Staffing and the Authority charged accordingly. Notwithstanding the above, the Purchaser retains the option in exceptional circumstances (acting reasonably) and on a case by case basis:
  - (a) to relieve the Service Provider of responsibility to undertake specific long stay hospital escort & Bedwatch; or
  - (b) to elect to perform the Hospital Escort and Bedwatch Activities for specific Prisoner(s) using its staff due to reasons of operational imperative and/or risk assessment.

**PRICING TABLE 4: MONTHLY FEE**

Description	Price (£)
Price Per Month	

**Notes to Pricing Table 4:**

- I. The Purchaser shall pay the 'Monthly Fee' to the Service Provider each month.
- II. At any time during the Contract Term the Monthly Fee could be subject to Price variation in accordance with Schedule A Clause 13.
- III. The monthly fee is payable in full for each full calendar month between the Go Live Date and Expiry Date. Where the initial or last month of the Contract are less than a full calendar month, the monthly fee will be paid pro-rata for the number of days the Contract is live.

**End of Part 1 of Schedule C**

This is Part 2 of Schedule C referred to in the foregoing Contract number 01500 between the Scottish Ministers and GeoAmey PECS Ltd

## PART 2 OF SCHEDULE C

### TRAINING PRICES

The Purchaser shall charge the Service Provider the following rates to access specific Control & Restraint (C&R) training, assessment and licence certification services at the Purchaser's training college. These rates include any initial training and periodic assessment of C&R instructors in the prescribed techniques.

The charges include the cost of the trainer, venue, lunch (including teas and coffee). For the avoidance of doubt, overnight accommodation is not included. The training services will be charged as follows:

Activity	Cost (£)
10 days training and competency assessment	
1 day annual re-assessment (max 3 instructors per visit)	

#### Notes to Part 2 of Schedule C:

- I. All Prices quoted above in this Part 2 of Schedule C exclude VAT. Value Added Tax (VAT) shall be charged (where applicable and appropriate).
- II. The above training Prices are subject to annual review by the Purchaser and will be subject to indexed linked from April 2020. For the initial April 2020 indexation, the Price will be varied by a maximum of the annual percentage change in the Consumer Price Index (CPI) as produced by the Office for National Statistics where:  $(\text{CPI (a)} \div \text{CPI (b)}) - 1$ , where CPI (a) is the CPI index published in January 2020, and (b) is the CPI index prevailing in January 2019. The resultant difference over 12 months between CPI (a) and CPI (b) will be the relevant percentage applied to the Purchaser Training Prices.
- III. The April 2020 indexation calculation and each annual calculation thereafter will utilise the two relevant CPI figures (January 2021 and 2020) to determine CPI (a) and CPI (b) respectively. Each annual calculation thereafter shall similarly utilise the two prior January CPI figures to determine the percentage difference over 12 months.

End of Part 2 of Schedule C

This is Part 3 of Schedule C referred to in the foregoing Contract number 01500 between the Scottish Ministers and GeoAmev PECS Ltd

**PART 3 OF SCHEDULE C**

**EARLY BREAK COSTS**

In the event that the Purchaser ends the Contract in accordance with Clause 50.1, the Purchaser shall pay the Break Costs as defined in Cause 50 of Schedule A. These Break Costs shall not exceed the Early Break Costs set out here in accordance with Clause 50.3 of Schedule A.

Description	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8
<b>Mobilisation</b>								
<b>Transition</b>								
<b>Rent &amp; Rates</b>								
<b>Vehicle Leases</b>								
<b>IT Licence Costs</b>								
<b>IT SCC Costs</b>								
<b>Total</b>								

End of Part 3 of Schedule C

This is Part 4 of Schedule C referred to in the foregoing Contract number 01500 between the Scottish Ministers and GeoAmey PECS Ltd

## PART 4 OF SCHEDULE C

### PROSPECTIVE PAY RISES 2018

The value of the May 2018 pay rise shall be determined by the existing service provider. The Prices in Part 1 of Schedule C are based on the May 2018 pay rise being an average of 2%, with The Service Provider also submitting separate prices for a zero % pay rise as shown in the table below. The difference between these two sets of Prices will be used to inform the final price should the May 2018 pay rise not equal 2%. If necessary, the Price shall be amended to reflect the May 2018 pay rise through a Contract Variation, as set out in Clause 13 of Schedule A.

**Table 1 - Routes**

Working Day price		Secure Route Price (£)	Community Access Route Price (£)
Zone 1	<=10 miles		
Zone 2	>10 miles <=25		
Zone 3	>25 miles <=50		
Zone 4	>50 miles <=100		
Zone 5	>100 miles		
Cross Border			
Weekend Price		Secure Route Price (£)	Community Access Route Price (£)
Zone 1	<=10 miles		
Zone 2	>10 miles <=25		
Zone 3	>25 miles <=50		
Zone 4	>50 miles <=100		
Zone 5	>100 miles		
Cross Border			
<b>Far Island Supplement (Any day of week)</b>			

**Table 2 - Courts**

		Working Day Price (£)	Weekend Price (£)
Court Cells Operation			
Court Rooms with Dock Staffing			

**Table 3 - Hospital Bedwatch**

		Price per Day (£)
Daily Price		
		Price per Additional Activity (£)
Hourly Rate for each additional prisoner		

**Table 4 - Monthly Fee**

		Price (£)
Price Per Month		

End of Schedule C

This is Schedule D referred to in the foregoing Contract number 01500 between the Scottish Ministers and GeoAmey PECS Ltd

## **SCHEDULE D**

### **PERFORMANCE MEASURES**

#### **Table of Contents**

Section A	Principles of Performance Management
Section B	Reporting
Section C	Performance Measures
Section D	Calculation of Tolerance Levels and Service Credits

## A - Principles of Performance Management

- A1.1 The Service Provider shall monitor and report its performance against the Contract to the Purchaser in accordance with the Performance Measures indicated in this Schedule D. These Performance Measures are separated into three groups:
- Group A states Outcome Service Levels relating to critical aspects of the Service provision;
  - Group B states Service Levels which are time sensitive Performance Measures relating to the arrival and departure of Prisoners; and
  - Group C states Performance Indicators relating to the general management, care, custody and welfare aspects of the Service provision.
- A1.2 In the event of the Service Provider failing to achieve the relevant requirements of an Outcome Service Level (Group A) or a Service Level (Group B) in a given month, the relevant Service Credit(s) will apply, subject to the provisions of this Schedule D and Schedule A, Clause 14, and be credited to the Purchaser.
- A1.3 Group A has a Direct Monetary Service Credit for each and every incident where the outcome has occurred due to a fault of the Service Provider. The value of these Direct Monetary Service Credits shall be subject to indexation during the Contract Term as indicated in paragraph D2.2 of this Schedule D.
- A1.4 The Group B Service Levels specified in Table 2 of this Schedule D include a Tolerance Level set against the actual Prisoner Movement activity undertaken in any given month. Each incident which exceeds the Tolerance Level figure in each month will accrue a Service Credit.
- A1.5 Group C Performance Indicators do not automatically accrue a Service Credit. Service Credits will only be directly applied for failures within Performance Indicators where the Purchaser considers that the failure is particularly serious, or where the Performance Indicator triggers suspended Service Credit(s) as described at A1.7 below.
- A1.6 Group C Performance Indicators will be logged and reported by the Service Provider and reviewed in conjunction with the Purchaser. Where the Purchaser identifies a serious failure or an on-going trend, the Purchaser will require the Service Provider to create an action plan to prevent or reduce the likelihood of re-occurrence. This action plan will require the agreement of the Purchaser. Failure to provide a compliant action plan, or to complete the action plan within reasonable timescales, agreed at the outset of the plan, will result in the Performance Measure (and therefore Service Credits) being applied in accordance with Clause 14 of Schedule A and this Schedule D.
- A1.7 Where an action plan has been created and the actions completed, the Purchaser may choose not to apply the Performance Measure(s) applicable for the original failure, or to suspend the Performance Measure(s) for a reasonable time period of the Purchaser's choosing during which the Performance Measures (and therefore Service Credits) may be applied if there is a reoccurrence of the issue which necessitated the original action plan.
- A1.8 Each Performance Measure incident and reporting month will be considered as a separate and discrete incident/reporting period (i.e. performance which is better than the Tolerance Levels in any one month will not offset deficient performance or Service Credit in a subsequent month).
- A1.9 The Performance Measures shall become effective from the Go Live Date.
- A1.10 The calculation of all Performance Measures and Service Credit amounts shall exclude incidents which the Purchaser agrees to accept as either Purchaser Failure or Excusable Failure. The Service Provider's reporting shall identify all such incidents.

- A1.11 Multiple or discrete concurrent Performance Measure incidents within individual Premises shall be recorded as separate incidents where it is deemed reasonable to do so, each subject to the relevant Service Credit where applicable.
- A1.12 Where similar Performance Measures could be applied against any incident or Service Provider Failure only one Performance Measure shall apply and the higher number of performance points (plus any fixed sums) shall accrue, with the exception of Outcome O9.
- A1.13 The Purchaser's decision in the matters detailed in this Schedule D shall be final.
- A1.14 The payment of Service Credits and payment by the Service Provider of any amounts arising under this Schedule D shall not exclude the Purchaser from exercising any other remedies available in the Contract including the right to serve an Improvement Notice or Default Notice on the Service Provider (as per Clause 33 of Schedule A), or for the Purchaser or a Prisoner to initiate a claim against the Service Provider.
- A1.15 For those Performance Measures where a Direct Monetary Service Credit does not apply, a 'point(s) per incident' scheme applies where each Performance Measure incident is recognised, recorded and applied. The value of the Service Credit applicable to each point shall be £20 subject to indexation during the Contract Term as indicated in paragraph D2.2 of this Schedule D.

### **Section B - Reporting**

- B1.1 The Service Provider shall, in accordance with the provisions of Clause 14 of Schedule A, monitor and self-report performance against the Performance Measures on a monthly basis and provide a standard performance monitoring data set to the Escort Monitor. This data set shall include monthly reports against all of the Performance Measures detailed in this Schedule D.
- B1.2 Multiple Performance Measure failures shall be recorded individually. When submitting such reports to the Purchaser, the Service Provider shall also detail the actions taken by the Service Provider to introduce effective remedies to bring performance up to the required contractual standards.
- B1.3 The Service Provider shall also prepare and submit action plan(s) to the Purchaser identifying on-going performance issues where Purchaser or Criminal Justice Partners action or engagement with the Service Provider is required to reduce the risk of potential and/or repetitive Service Provider Failures.
- B1.4 The Service Provider shall ensure that its data and records for Performance Measures are current and up to date at all times. The Service Provider's data and records shall be made available for review and analysis by the Escort Monitor upon request, including occasions when these are required to support any investigation, clarification or arbitration of the Service Provider's performance against the contractual standards.



### Section C - Performance Measures

The Performance Measures detailed in Tables 1, 2 and 3 relate to each incident where Service Provider Failure leads to a Performance Measure incident.

**Table 1: Group A – Outcome Service Levels**

	<b>Performance Measure</b>	<b>Definition</b>	<b>Direct Monetary Service Credit</b>
O1	Failure to assume responsibility for a Prisoner Requiring Hospital Escort and Bedwatch Activity.	Where the Service Provider fails to assume or maintain responsibility for any Prisoner who requires Hospital Escort and Bedwatch Activity in accordance with the timescales specified in Schedule B, paragraphs D11.1 or D11.2.	The Service Credit is the equivalent hourly (£) Price (drawn from Pricing Table 3 of Schedule C) for each 30 minutes (or part thereof) that the Service Provider fails to assume or maintain responsibility for a Prisoner who requires Hospital Escort and Bedwatch.
O2	Delayed Proceedings at Court.	Where there is a delay to the proceedings of the court, due to late arrival of the Prisoner, or a failure to bring the Prisoner to the court room.	£300 per Prisoner.
O3	Late return of a Prisoner to any Prison or Young Offenders Institution.	Failure to return a Prisoner to any Prison or Young Offenders' Institution outwith standard operational times as specified in Part 3 of Schedule B. The time of Arrival at the Prison shall be deemed to be when the vehicle passes the GPS waypoint (where this exists), or the time of transfer of responsibility as formally recorded on the PER.	£200 per Prisoner.
O4a	Late Arrival of Prisoner (Funeral Escort).	Where any Prisoner Arrives at a funeral late and misses part, but not all, of the scheduled attendance.	£500 per Prisoner.
O4b	Non Arrival of Prisoner (Funeral Escort).	Where: <ul style="list-style-type: none"> <li>• Any Prisoner Arrives at a funeral late;</li> <li>• The Service Provider does not collect any Prisoner for a funeral escort; or</li> <li>• The Service Provider arrives to collect any Prisoner so late that on-time attendance at a prisoner will not be possible;</li> </ul> and this results in either the: <ul style="list-style-type: none"> <li>• Cancellation of the scheduled attendance; and/or</li> <li>• The Prisoner misses all of the scheduled attendance at the funeral.</li> </ul>	£2,000 per Prisoner.
O5	Prisoner Unlawfully at Large.	Each incident of a Prisoner Unlawfully at Large (excluding Prisoners who Abscond).	£30,000 for each Prisoner.

	<b>Performance Measure</b>	<b>Definition</b>	<b>Direct Monetary Service Credit</b>
O6	Death of a Prisoner.	Each incident of a death of a Prisoner (excluding natural causes) or each incident where any Prisoner takes his or her own life, by whatever means, whilst in the care and custody of the Service Provider.  For the avoidance of doubt this includes an incident which takes place whilst the Prisoner is in the care of the Service Provider which subsequently results in the death of the Prisoner.	£40,000 for each Prisoner.
O7	Incident of self harm.	Any incident of deliberate self-harm by a Prisoner which results in a need for medical attention or on-going medical care which is beyond first aid.	£200.
O8a	Serious injury assault by a Prisoner on any other person.	An assault by a Prisoner on any other person where that individual requires hospital treatment as an in-patient; or medical treatment for concussion or internal injury; or fracture, scald or burn, stabbing, crushing, extensive or multiple bruising, black eye, broken nose, lost or broken tooth, cut requiring suturing, temporary or permanent blindness or sexual assault. This includes where such injuries are sustained as the result of a fight between Prisoners whilst in the custody of the Service Provider.	£1,000 per person assaulted.
O8b	Minor injury assault by a Prisoner on another person.	An assault by a Prisoner on any other person where that individual suffers graze, scratch, abrasion, minor bruise, swelling or superficial cut. This includes where such injuries are sustained as the result of fight between Prisoners whilst in the custody of the Service Provider.	£400 per person assaulted.
O9	Failure to report / incorrect reporting of any Performance Measure to the Purchaser.	Where the Service Provider fails to report, fails to report on time or provides an inaccurate report regarding any Performance Measure required by Clause 14.2 of Schedule A to the Purchaser.	£1,000.

**Table 2: Group B – Service Levels**

ID	Measure	Definition	Service Level Points per incident
S1	Late Arrival of Prisoner (Non Court Services).	Where: <ul style="list-style-type: none"> <li>• Any Prisoner Arrives at any location late;</li> <li>• The Service Provider does not collect any Prisoner; or</li> <li>• The Service Provider arrives to collect any Prisoner so late that on-time attendance will not be possible;</li> </ul> and this results in either the: <ul style="list-style-type: none"> <li>• Cancellation of the event/appointment;</li> <li>• Prisoner not appearing or participating in the event or appointment; and / or</li> <li>• Event or appointment being delayed awaiting the</li> <li>• Arrival of the Prisoner.</li> </ul>	10 points per Prisoner.
S2	Late Arrival of a Prisoner at court.	Where a Prisoner does not Arrive at a court by the timescales specified in paragraph B4.1 of Schedule B and there is no delay to the proceedings of the court.	1 point per Prisoner.
S3	Undue delay in liberation of a Prisoner from court.	Where the Service Provider fails to liberate a Prisoner from court within the timescales specified in paragraph C6.6.1 of Schedule B.	1 point per every 30 minutes (or part thereof) per Prisoner from the expiry of the specified time period.
S4	Undue delay in departure of a Prisoner from court Premises.	Where the Service Provider fails to depart a Prisoner from court Premises to a place of custody within the timescales specified in paragraph B6.3.1 of Schedule B.	1 point per every 30 minutes (or part thereof) per Prisoner from the expiry of the relevant time period.

**Table 3: Group C – Performance Indicators**

ID	Measure	Definition	Performance Indicator Points per incident
P1	Security locking and key compromise.	Failure to observe any procedure for security locking and/or key(s) as defined in the Service Provider's Operational Instructions or required by paragraph E3 of Schedule B.	25 points per failure.
P2	Failure of security procedures.	Failure to follow any security procedures, as defined in the Service Provider's Operational Instructions or required in paragraphs E1 to E3, E5 to E7, E9 to E12, E14.1, E14.2 and G3.2 of Schedule B.	15 points per failure.
P3	Failure to carry out an effective risk assessment.	Failure to carry out a security, or other, risk assessment as defined in the Service Provider's Operational Instructions or required in accordance with paragraphs C3.1.1, C5.3.3, C5.3.4, D1.6, D14.1, D14.2, E1.1.1, F3.2, F3.2.3 and G14.2 of Schedule B.	15 points per failure.
P4	Failure to appropriately gather and/or disseminate intelligence received.	Failure to appropriately gather, record intelligence gathered or received, analyse or disseminate relevant information as specified in paragraph E8 of Schedule B.	15 points per failure.
P5	Discovery of Unauthorised or Prohibited Article(s).	Where a Prisoner in the Service Provider's care and custody is found in possession of an Unauthorised or Prohibited Article(s), at the point of hand-over or transfer of responsibility to another agency.	25 points per article.
P6	Failure to maintain and/or test contingency plans	Where the Service Provider fails to test, review, or maintain up to date contingency plans, in accordance with paragraph E17 and the timescales in E17.5 of Schedule B.	10 points per failure.
P7	Failure to discharge responsibilities in relation to the custody or safety of Prisoners.	Where the Service Provider fails to discharge its responsibility for the custody or safety of a Prisoner who is in the Service Provider's custody as required in paragraph C3, C4, C7, E12, E14.1 to E14.4, F1.2, F1.4, and F2.3 of Schedule B.	15 points per Prisoner.
P8	Failure to provide food or water to a Prisoner, or access to necessary sanitary provision.	Each incident where the Service Provider fails to provide a Prisoner with food or water or with access to the necessary sanitary provisions (including in-transit provisions) as specified in paragraphs C3.1.2, F1.3 and F1.4 of Schedule B.	10 points per failure.
P9	Failure to provide appropriate medical services or access to a medical officer.	Each incident where the Service Provider fails to provide appropriate medical care for a Prisoner in accordance with paragraphs E12.4 or F2 of Schedule B.	20 points per Prisoner.

ID	Measure	Definition	Performance Indicator Points per incident
P10	No injury assault by a Prisoner on another person.	An assault by a Prisoner on any other person which results in no physical injury to that individual. This includes a fight between Prisoners.	5 points per person assaulted.
P11	Concerted indiscipline.	Any incident where three or more Prisoners acting together commit a breach of discipline, as defined in Schedule 3 of the Prisoners and Young Offenders Institutions (Scotland) Rules, 2011 (as amended).	20 points per incident.
P12a	Failure to complete and/or provide documentation.	Where the Service Provider fails to fully and accurately complete (excluding immaterial errors) and/or provide a PER or other paperwork specified in paragraphs C6.9, E13 and E15 of Schedule B to the Purchaser or relevant agency.	1 point per failure.
P12b	Unlawful Detention.	Where a failure as described in Performance Measure P12a results in an Unlawful Detention.	30 points per Prisoner.
P13a	Complaints.	Each complaint regarding the Services, performance of the Services, the Service Provider or Staff that, following investigation, is substantiated by the Purchaser or the Scottish Public Services Ombudsman.	10 points per complaint.
P13b	Management of Complaints.	Where the Service Provider fails to comply with the requirements and timescales specified in the Service Provider's Operating Instructions or as specified in paragraphs A2.8, E7 or F2.1 of Schedule B.	10 points per failure.
P14	Failure to comply with agreed reporting procedures.	Failure to provide required reports as specified by the Escort Monitor or required by the Contract.	10 points per failure.
P15	Failure to ensure PCO certification in accordance with the requirements of the Contract.	Where the Service Provider fails to ensure PCO certification and display of certificate is undertaken as required in paragraphs G3.1, G5, G7 or G8 of Schedule B.	20 points per failure.
P16	Member of Service Provider's Staff deemed to be in breach of duty.	Each incident where a member of the Service Provider's Staff is deemed by the Purchaser to be in breach of duty and/or following findings by the Service Provider of misconduct or breach of duty in accordance with the Service Provider's disciplinary policy, or where the incident in question relates directly to delivery of Services under the Contract.	30 points per incident.

**Section D - Calculation of Tolerance Level and Service Credits****D1.1 Tolerance Levels**

D1.1.1 The following (Table 4) Performance Measures Tolerance Levels shall be linked to actual Prisoner Movement volumes and calculated monthly in arrears:

**Table 4: Performance Tolerance Levels**

Measure	Escort Volume	Tolerance Level after 1 May 2019	Tolerance Levels April 2019	Tolerance Level March 2019	Tolerance Level until 28 February 2019
SL1	Total number of escorts – Non-court Services.	0.5%	0.65%	0.8%	1%
SL2	Total number of escorts – Prisoner escorts to court.	12%	14%	16%	18%
SL3	Total number of Prisoners liberated from court.	0.5%	0.65%	0.8%	1%
SL4	Total number of Prisoners returned to custody.	4%	5%	7%	9%

**Illustrative example of the application of Performance Tolerance Levels:**

In month A there are a total of 3,200 escorts to which Performance Measure SL1 could apply. 0.5% of 3,200 = 16. Therefore in Month A, up to 16 incidents of Performance Measure SL1 attracts no Service Credit. The 17th Service Provider Failure (and each subsequent failure) = 10 points.

In month B there are a total of 3,000 escorts to which Performance Measure SL1 could apply. 0.5% of 3,000 = 15. Therefore in Month B, up to 15 incidents of Performance Measure SL1 attract no Service Credit. The 16th Service Provider Failure (and each subsequent failure) = 10 points.

D1.1.2 There are no Tolerance Levels for any Performance Measure not listed above.

**D2.1 Service Credits**

D2.1.1 The Service Credit amount arising from each Performance Measure incident / Service Provider Failure shall be calculated:

The Points per Performance Measure incident;  
*multiplied by*  
 The agreed £ value per Point (as specified in paragraph A1.15 of this Schedule D);  
*multiplied by*  
 The number(s) of each Performance Measure incident(s).

D2.1.2 Any sum arising through the application of a Direct Monetary Service Credit shall be calculated by multiplying the number of incidents by the value of the relevant Direct Monetary Service Credit. The Points per Performance Measure incident and the value of the Direct Monetary Service Credit shall be as stated in Tables 1, 2 and 3 of Section C of Schedule D.

The sum arising from these calculations will be paid/credited to the Purchaser as the total monthly Service Credit amount. The value of Service Credits in any given month will be calculated and submitted to the Purchaser concurrently with the monthly invoice(s).

**D2.2 Indexation of Service Credits**

D2.2.1 All Service Credit amounts (including the Direct Monetary Service Credits) indicated in this Schedule D shall be recalculated and varied at the same annual indexation date as the Contract Prices as indicated in paragraph 3.2 of Schedule C. The variation in value of each Service Credit shall reflect changes in CPI.

**End of Schedule D**

This is Schedule E referred to in the foregoing Contract number 01500 between the Scottish Ministers and GeoAmey PECS Ltd

## **SCHEDULE E**

### **PREMISES**

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## 1. INTRODUCTION

- 1.1 This Schedule E (and Schedule B, paragraph D8) details the relevant Premises across the range of Criminal Justice Partners where Services are to be performed, or such Premise(s) as the Service Provider may routinely or periodically require to enter to perform elements of the Services. This includes Scottish Prisons and young offender institution(s), Police Custody Units (including those with Legalised Police Cells), courts, hospitals or other Premises / locations where Prisoner Movements are undertaken.

For the avoidance of doubt, the Service Provider acknowledges that locations of some of the Other Escorts specified in Section D of Schedule B will be notified to the Service Provider when the Purchaser confirms and requests that a Prisoner Movement requires to be performed.

## 2. SCOTTISH PRISON SERVICE LOCATIONS

The following Table lists the Prison Premises in Scotland across which the Services will operate:

Prison Addresses	
1	HM Prison Addiewell, 9 Station Road, Addiewell, West Lothian, EH55 8GF
2	HM Prison Barlinnie, 81 Lee Avenue, Riddrie, Glasgow, G33 2QX
3	HM Prison Castle Huntly, Longforgan, Nr Dundee, DD2 5HL
4	HM Prison & Young Offenders Institution Cornton Vale, Cornton Road, Stirling, FK9 5NY
5	HM Prison Dumfries, Terregles Street, Dumfries, DG2 9AX
6	HM Prison Edinburgh, 33 Stenhouse Road, Edinburgh, EH11 3LN
7	HM Prison Glenochil, King O'Muir Road, Tullibody, Clackmannanshire, FK10 3AD.
8	HM Prison & Young Offenders Institution Grampian, South Road, Peterhead, AB42 2YY
9	HM Prison Greenock, Gateside, Greenock, PA16 9AH
10	HM Prison Inverness, Porterfield, Inverness, IV2 3HH
11	HM Prison Kilmarnock, Bowhouse, Mauchline Road, Kilmarnock, KA1 5AA
12	HM Prison Low Moss, Bishopbriggs, Glasgow, G64 2QB
13	HM Prison Perth, 3 Edinburgh Road, Perth, PH2 8AT
14	HM Young Offenders Institution Polmont, Brightons, Falkirk, FK2 0AB
15	HM Prison Shotts, Shotts, Lanarkshire, ML7 4LE
16	For information: SPS Headquarters, Calton House, 5 Redheughs Rigg, Edinburgh, EH12 9HW
17	SPS College, Newlands Road, Brightons, Falkirk, FK 2 0DE

*Note: The Purchaser has planned a rolling estate development plan which reflects plans to see the major development of a number of Prison sites or new sites over the coming years.*

## 3. POLICE SCOTLAND LOCATIONS

The following Tables list the Police Scotland locations and Premises in Scotland across which the Services will operate:

### 3.1 Police Stations with Custody Units

Location	Address	Post Code
Aberdeen	52 Great Northern Rd, Aberdeen	AB24 3PT
Alness	Obsdale Road, Alness	IV17 0TU
Annan	29-31 High St, Annan	DG12 6AD
Arbroath	Gravesend, Arbroath	DD11 1HT

Location	Address	Post Code
Aviemore	Grampian Road, Aviemore	PH22 1RT
Ayr	King Street, Ayr	KA8 0BU
Baird St	6 Baird Street, Glasgow	G40 EZ
Ballater	30-32 Dee Bank Rd, Ballater	AB35 5QT
Banchory	4-6 High St, Banchory	AB31 5RP
Banff	High Shore, Banff	AB45 1HN
Barra	Castlebay, Barra	HS9 5XD
Benbecula (Isle of)	Benbecula Police Station, Balivanich, Isle of Benbecula	HS7 5LA
Bowmore	Beech Ave, Bowmore, Isle of Islay	PA43 7HT
Campbeltown	Castlehill, Campbeltown	PA28 6AN
Castle Douglas	Academy St, Castle Douglas	DG7 1EB
Cathcart	744 Aikenhead Road, Glasgow	G42 0NS
Clydebank	50 Montrose Street, Clydebank	G81 2QD
Coatbridge	Whittington Street, Coatbridge	ML5 3AD
Craigmillar	161 Duddingston Road West, Edinburgh	EH16 4UY
Craignure	Appin, Craignure	PA38 4BB
Dalkeith	Newbattle Road, Dalkeith	EH22 3AX
Dingwall	Bridaig High Street, Dingwall	IV15 9QH
Drylaw	701 Ferry Road, Edinburgh	EH4 2TY
Dumfries	Loreburn Street, Dumfries	DG1 1HP
Dundee	West Bell Street, Dundee	DD1 9JU
Dunfermline	Holyrood Place, Dunfermline, Fife	KY12 7PA
Dunoon	Argyll Road, Dunoon	PA23 8ES
Duns	Newtown St, Duns	TD11 3DT
East Kilbride	Andrew Street, East Kilbride	G74 1AA
Elgin	Moray Street, Elgin	IV30 1JH
Ellon	Bridge Street, Ellon	AB41 9AX
Eyemouth	Coldingham Rd, Eyemouth	TD14 5AW
Falkirk	West Bridge Street, Falkirk	FK1 5AP
Forres	Victoria Road, Forres	IV36 3BN
Fort William	High Street, Fort William	PH33 6EE
Fraserburgh	71/73 Finlayson Street, Fraserburgh	AB43 9JQ
Galashiels	3 – 4 Bridge St, Galashiels	TD1 1SP
Greenock	160 Rue End Street, Greenock	PA15 1HX
Haddington	Court St, Haddington	EH41 3AE
Hamilton	Campbell Street, Hamilton	ML3 6AT
Hawick	Wilton Hill, Hawick	TD9 8BA
Govan	923 Helen Street, Glasgow	G52 1EE
Huntly	Dee Bank St, Ballater	AB35 5QT
Inverness	Burnett Road, Inverness	IV1 1RL
Inverurie	Blackhall Road, Inverurie	AB25 3QD
Jedburgh	Castle Gate, Jedburgh	TD8 6AR
Kelso	Coal Market, Kelso	TD5 7AH
Kilmarnock	10 St Marnock Street, Kilmarnock	KA1 1PJ
Kirkcaldy	St. Brycedale, Kirkcaldy, Fife	KY1 1EU
Kirkwall	Watergate, Kirkwall, Orkney	KW15 1PD
Kyle of Lochalsh	Lochcarron, Kyle of Lochalsh	IV54 8YD
Lamlash	Lamlash, Isle of Arran	KA27 8NF
Lanark	27 Westport, Lanark,	ML11 9HD

Location	Address	Post Code
Lerwick	Market Street, Lerwick, Shetland	ZE1 0JN
Levenmouth	Sea Road, Methil, Leven, Fife	KY8 3DE
Livingston	West Lothian Civic Centre, Howden Road South, Livingston	EH54 6FF
Lochgilphead	Lochnell Street, Lochgilphead, Argyll	PA31 8JJ
Lockerbie	Mains St, Lockerbie	DG11 2DQ
London Rd	851 London Road, Glasgow	G40 3RX
Maryhill	1380 Maryhill Road, Glasgow	G20 9TX
Millport	Millburn St, Millport	KA28 0EU
Motherwell	217 Windmill Street, Motherwell	ML1 1RZ
Nairn	King St, Nairn	IN12 4BQ
Newton Stewart	Arthur Street, Newton Stewart	DG8 6DE
Oban	Albany Street, Oban	PA34 4AL
Partick	609 Dumbarton Road, Glasgow	G11 6HY
Peebles	Rosetta Road, Peebles	EH45 8HH
Perth	Barrack Street, Perth	PH1 5SF
Peterhead	Merchant Street, Peterhead	AB42 6BU
Portree	Somerled Square, Portree, Skye	IV51 9EH
Rothesay	High Street, Rothesay, Bute	PA20 9AZ
Saltcoats	Glencairn Street, Saltcoats	KA21 5JT
St Leonards	St Leonards Street, Edinburgh	EH8 9QW
Sanquhar	Glasgow Rd, Sanquhar	DG4 6BZ
Stewart St	50 Stewart Street, Glasgow	G4 OHY
Stirling	Randolphfield, Stirling	FK8 2HD
Stonehaven	High Street, Stonehaven	AB39 2JD
Stornoway	Church Street, Stornoway, Western Isles	IV51 9EH
Stranraer	Port Rodi, Stranraer	DG9 8EG
Thurso	Odrig St, Thurso	KW14 7JA
Tiree	Deobedal, Isle of Tiree	PA77 6TN
Tobermory	Erray Rd, Tobermory	PA75 6PS
Ullapool	Argyle St, Ullapool	IV26 2UB
Wester Hailes	49, Dumbryden Drive, Edinburgh	EH14 2QR
Wick	Bridge Street, Wick, Caithness	KW1 4AW

### 3.2 Legalised Police Cells

Location	Address	Post Code
Hawick	Wilton Hill, Hawick	TD9 8BA
Kirkwall	Watergate, Kirkwall	KW15 1PD
Lerwick	Market Street, Lerwick,	ZE1 0JN
Stornoway	Church Street, Stornoway	HS1 2JD

### 3.3 Police Stations with ID Facilities

(\*denotes Video Identification Parade Electronic Recording (VIPER) facilities, \*\* denotes Video & Traditional ID Parade Facilities, No Mark – Traditional ID Facility)

Location	Address	Postcode
*Aberdeen	Queen Street , Aberdeen	AB10 1ZA

Ayr	King St, Ayr	KA8 0BU
*Cathcart	744 Aitkenhead Rd, Glasgow	G42 0NS
*Clydebank	50 Montrose St, Clydebank	G81 2QD
*Coatbridge	Whittington St, Coatbridge	ML5 3AD
*Dumfries	Loreburn St, Dumfries	DG1 1HP
**Dundee	West Bell St, Dundee	DD1 9JU
*Falkirk	West Bridge St, Falkirk	FK1 5AP
Govan	923 Helen St, Govan	G52 1EE
*Inverness	Burnett Rd, Inverness	IV1 1RL
*Kirkcaldy	St Brycedale, Kirkcaldy, Fife	KY1 1EU
*London Road	851 London Rd, Glasgow	G40 3RX
Maryhill	1380 Maryhill Road, Glasgow	G20 9TX
*Paisley	Mill St, Paisley	PA1 1JU
*Saltcoats	Glencairn St, Saltcoats	KA21 5JT
*St Leonard's	St Leonard's St, Edinburgh	EH8 9QW
*Stewart Street	50 Stewart St, Glasgow	G4 0HY

#### 4 COURT PREMISES

The following Tables list the court locations and Premises in Scotland across which the Services will operate:

##### 4.1 Criminal Appeal Court

The Criminal Appeal Court sits regularly at both Edinburgh locations.

Location	Address	Post Code
Criminal Appeal Court	Parliament House, Edinburgh	EH1 1RQ
Criminal Appeal Court	Lawnmarket, Edinburgh	EH1 1RQ
Sheriff Appeal Court	Lawnmarket, Edinburgh	EH1 1RQ

*The Sheriff Appeal court has a permanent location at Lawnmarket, Edinburgh. Where authorised, additional sittings of the Sheriff Appeal Court may take place in any High Court location or in any Sheriff Court that can accommodate it.*

##### 4.2 High Court of Justiciary

The High Court of Justiciary has a permanent location at Lawnmarket, Edinburgh; Saltmarket, Glasgow and Mercatgait, Aberdeen. Technically, if the Lord Justice General authorises a special sitting of the High Court of Justiciary the court could sit in any Sheriff Court (that could accommodate it).

The annual sitting order is produced to meet business need and where Sheriff Courts that are usually used are undergoing refurbishment etc, the High Court sits in another location in the interim. It is therefore not possible to specify particular courts where the High Court will always, or never, sit.

##### High Court of Justiciary – Permanent Locations

Location	Address	Post Code
Aberdeen	Mercatgait, Aberdeen	AB10 1WP
Edinburgh	Lawnmarket, Edinburgh	EH1 1RQ
Glasgow	1 Mart Street, Glasgow	G1 5JT

*Sheriff and Jury business is also heard each day in a second courtroom in the Mercatgait building in Aberdeen. Although not listed due to its civil jurisdiction, there may exceptionally be occasions when criminal matters may be heard in a courtroom in the Court of Session in Parliament House, Edinburgh.*

**High Court of Justiciary – Typical locations within Sheriff Courts**

Location	Address	Post Code
Airdrie	Graham Street, Airdrie	ML6 6EE
Dumbarton	Church Street, Dumbarton	G82 1QR
Dumfries	Buccleuch Street, Dumfries	DG1 2AN
Dundee	6 West Bell Street, Dundee	DD1 9AD
Dunfermline	1/6 Carnegie Drive, Dunfermline	KY12 7HJ
Edinburgh	Chambers Street, Edinburgh	EH1 1LB
Falkirk	Main Street, Camelon, Falkirk	FK1 4AR
Greenock	1 Nelson Street, Greenock	PA15 1TR
Inverness	The Castle, Inverness	IV2 3EG
Kilmarnock	St Marnock Street, Kilmarnock	KA1 1ED
Lanark	24 Hope Street, Lanark	ML11 7NE
Livingston	West Lothian Civic Centre, Howden Road South, Livingston	EH54 6FF
Paisley	St James Street, Paisley	PA3 2HW
Perth	Tay Street, Perth	PH2 8NL
Stirling	Viewfield Place, Stirling	FK8 1NH

**4.3 Sheriff Boundaries**

Glasgow and Strathkelvin	Grampian, Highland and Islands	Lothian and Borders	North Strathclyde	South Strathclyde, Dumfries and Galloway	Tayside, Central and Fife
Glasgow Sheriff Court District	Sheriff Court Districts of Aberdeen Banff Elgin Fort William Inverness Kirkwall Lerwick Lochmaddy Peterhead Portree Stornoway Tain Wick	Sheriff Court Districts of Edinburgh Jedburgh Livingston Selkirk	Sheriff Court Districts of Campbelltown Dumbarton Dunoon Greenock Kilmarnock Oban Paisley	Sheriff Court Districts of Airdrie Ayr Dumfries Hamilton Lanark Stranraer	Sheriff Court Districts of Alloa Dundee Dunfermline Falkirk Forfar Kirkcaldy Perth Stirling

**4.4 Sheriff Court and JP Courts**

The following Table lists the Sheriff Courts and Justice of The Peace Courts in Scotland across which the Services will operate:

Location	Address	Post Code
Aberdeen Sheriff Court and Justice of the Peace Court	Castle Street, Aberdeen Sheriff Court Annex, Mercatgait, Aberdeen	AB10 1WP AB10 1WP
Airdrie Sheriff Court	Graham Street, Airdrie	ML6 6EE
Alloa Sheriff Court and JP Court	Mar Street, Alloa	FK10 1HR
Ayr Sheriff Court and JP Court	Wellington Square, Ayr	KA7 1DR
Banff Sheriff Court and JP Court	Low Street, Banff	AB45 1AU
Campbeltown Sheriff Court and JP Court	Castle Hill, Campbeltown	PA28 6AN
Coatbridge Justice of the Peace Court	453 Main Street, Coatbridge	ML5 3RS
Dumbarton Sheriff Court and JP Court	Church Street, Dumbarton	G82 1QR
Dumfries Sheriff Court and JP Court	Buccleuch Street, Dumfries	DG1 2AN

Location	Address	Post Code
Dundee Sheriff Court and JP Court	6 West Bell Street, Dundee	DD1 9AD
Dunfermline Sheriff Court and JP Court	1/6 Carnegie Drive, Dunfermline	KY12 7HJ
Dunoon Sheriff Court and JP Court	George Street, Dunoon	PA23 8BQ
<i>Dunoon Sheriff Court sits one day per month in Lochgilphead JP Court</i>	Lochnell Street, Lochgilphead (annex to Police Station)	PA31 8JJ
Edinburgh Sheriff Court and JP Court	Chambers Street, Edinburgh	EH1 1LB
Elgin Sheriff Court and JP Court	High Street, Elgin, Moray	IV30 1BU
Falkirk Sheriff Court and JP Court	Main Street, Camelon, Falkirk	FK1 4AR
Forfar Sheriff Court and JP Court	Market Street, Forfar	DD8 3LA
Fort William Sheriff Court and JP Court	High Street, Fort William	PH33 6EE
Glasgow Sheriff Court and JP Court	(PO Box 23), 1 Carlton Place, Glasgow	G5 9DA
Greenock Sheriff Court and JP Court	1 Nelson Street, Greenock	PA15 1TR
Hamilton Sheriff Court	4 Beckford Street, Hamilton	ML3 0BT
Hamilton Justice of the Peace Court	Campbell Street, Hamilton	ML3 6AT
Inverness Sheriff Court and JP Court	The Castle, Inverness	
Jedburgh Sheriff Court and JP Court	Castlegate, Jedburgh	TD8 6AR
Kilmarnock Sheriff Court and JP Court	St Marnock Street, Kilmarnock	KA1 1ED
Kirkcaldy Sheriff Court	Whytescauseway, Kirkcaldy	KY1 1XQ
Kirkcaldy Justice of the Peace Court	23 St Brycedale Road, Kirkcaldy	KY1 1ER
Kirkwall Sheriff court	Watergate, Kirkwall, Orkney	KW15 1PD
Lanark Sheriff Court and JP Court	24 Hope Street, Lanark)	ML11 7NE
Lerwick Sheriff court	King Erik Street, Lerwick, Shetland	ZE1 0HD
Livingston Sheriff Court and JP Court	West Lothian Civic Centre, Howden Road South, Livingston	EH54 6FF
Lochgilphead Justice of the Peace Court	Lochnell Street, Lochgilphead (annex to Police Station)	PA31 8JJ
Lochmaddy Sheriff Court	Lochmaddy, North Uist	PA82 5AE
Oban Sheriff Court and JP Court	Albany Street, Oban	PA34 4AL
Paisley Sheriff Court and JP Court	St James Street, Paisley	PA3 2AW
Perth Sheriff Court and JP Court	Tay Street, Perth	PH2 8NL
Peterhead Sheriff Court and JP Court	Queen Street, Peterhead	AB42 6TP
Portree Sheriff Court	Somerled Square, Portree, Isle of Sky	IV51 9EH
Selkirk Sheriff Court and JP Court	Ettrick Terrace, Selkirk	TD7 4LE
Stirling Sheriff Court and JP Court	Viewfield Place, Stirling	FK8 1NH
Stornoway Sheriff Court	Lewis Street, Stornoway, Isle of Lewis	PA87 2JF
Stranraer Sheriff Court and JP Court	Lewis Street, Stranraer	DG9 7AA
Tain Sheriff Court and JP Court	High Street, Tain	IV19 1AB
Wick Sheriff Court	Bridge Street, Wick	KW1 4AJ

## 5. PSYCHIATRIC HOSPITALS

The following psychiatric Hospitals are routinely used to detain Prisoners subject to a Hospital Order under the Criminal Procedure (Scotland) Act 1995 or subject to detention under the Mental Health (Scotland) Act 1984. Additional National Health Services hospitals that may occasionally be utilised to detain Prisoners under the above Legislation will be notified to the Service Provider when required as part of a Prisoner Movement request.

Name / Location	Address	Post Code
Ailsa Hospital	Dalmellington Road, Ayr	KA6 6AB
Argyll & Bute Hospital	Blarbuie Road, Lochgilphead, Argyll	PA31 8LD
Bellsdyke Hospital	Bellsdyke Road, Larbert	FK5 4SF

Carseview Centre	4 Tom McDonald Avenue, Dundee	DD2 1NH
Crosshouse Hospital	Crosshouse Psychiatry Unit, Kilmarnock Road, Kilmarnock	KA2 0BE
Douglas Inch	2 Woodside Terrace, Glasgow	G3 7UY
Dykebar Hospital	Grahamston Road, Paisley	PA2 7DE
Forth Valley Royal Hospital	Stirling Road, Larbert	FK5 4WR
Gartnavel Royal Hospital	1053 Great Western Road, Glasgow	G12 0YN
Hairmyres Psychiatry Unit	Eaglesham Road, East Kilbride G75 8RG	ML7 4LA
Herdmanflat Hospital	Aberlady Road, Haddington, East Lothian	EH41 3BU
Huntlyburn House	Melrose	TD6 9BD
Inverclyde Royal Hospital	Larkfield Road, Greenock	PA16 0XN
Kingsway Care Centre	Kings Cross Road, Dundee	DD2 3PT
Ladysbridge Hospital	Ladysbridge, Banff	AB45 2JS
Leverdale Hospital	510 Crookston Road, Glasgow	G53 7TU
Midpark Hospital	Bankend Road, Dumfries	DG1 4TN
Monklands Hospital	Psychiatric Unit, Monkscourt Avenue, Airdrie	ML6 0JS
Murray Royal Hospital	Muirhall Road, Perth	PH2 7BH
New Craigs Hospital	6-16 Leachkin Road, Inverness	IV3 8NP
Orchard Clinic at Royal Edinburgh Hospital	Morningside Place, Edinburgh	EH10 5HF
Parkhead Hospital	81 Salamanca Street, Glasgow	G31 5ES
Ravenscraig Hospital	Inverkip Road, Greenock	PA16 9HA
Rowanbank Clinic	133c Balornock Road, Glasgow	G21 3UL
Royal Cornhill Hospital	26 Cornhill Road, Aberdeen	AB25 2ZH
St John's Hospital at Howden	Howden Road West, Livingston, West Lothian	EH54 6PP
St Michael's Cottage	Craigs Road, Dumfries	DG1 4UT
Stobhill Hospital	Eriskay House / Mackinnon House, 133 Balornock Road, Glasgow	G21 3UW
Stratheden Hospital	Springfield, Stratheden, Cupar	KY15 5RR
Strathmartine Hospital	Strathmartine, Dundee	DD3 0PG
Susan Carnegie Centre	Stracathro Hospital, Brechin	DD9 7QA
The State Hospital	Carstairs, Lanark	ML11 8RP
Vale of Leven District General Hospital	North Main Street, Alexandria	G83 0UA
William Fraser Centre	Tipperlinn Road, Morningside, Edinburgh	EH10 5HF
Woodlands Hospital	Cults, Aberdeen	AB25 3XZ

## 6. NATIONAL HEALTH SERVICE HOSPITALS

The following Table lists the hospital Premises in Scotland where Hospital Escort and Bedwatch Activity and/or Prisoner Movements may be required:

Region	Establishment	Address	Postcode
Ayrshire & Arran	Arran War Memorial Hospital	Lamlash, Isle of Arran	KA27 8LF
	Ayrshire Central Hospital	Kilwinning Road, Irvine	KA12 8SS
	Kirklandside Hospital	Kirklandside, Kilmarnock, Ayrshire	KA1 5LH
	Lady Margaret Hospital	College St, Millport, Isle of Cumbrae	KA28 0HF
	Crosshouse Hospital	Kilmarnock Road, Kilmarnock, Ayrshire	KA2 0BE
	Brooksby Day Hospital	18 Greenock Road, Largs	KA30 8NE
	Strathlea Resource Centre	Holmes Road, Kilmarnock	KA1 1TR

	Ailsa Hospital	Dalmellington Road, Ayr	KA6 6AB
	Maybole Day Hospital	6 High Street, Maybole	KA19 7BY
	Davidson Cottage Hospital	The Avenue, Girvan	KA26 9DS
	Biggart Hospital	Biggart Road, Prestwick	KA9 2HQ
	Ayr Hospital	Dalmellington Road, Ayr	KA6 6DX
	Arrol Park Resource Centre	10 Doonfoot Road, Ayr	KA7 4DW
	Hartfield House	1 Racecourse View, Ayr	KA7 2TS
	Three Towns Resource Centre	Nelson Road, Saltcoats	KA21 5RF
	Woodland View Hospital	Kilwinning Road, Irvine	KA12 8RR
	Community Hospital	Ayr Road, Cumnock	KA18 1EF
	New Girvan Hospital	Vicarton Street, Girvan, Ayrshire	KA26 9HF
<b>Borders</b>	The Knoll Community Hospital	Station Road, Duns	TD11 3EL
	Galavale House	Tweed Road, Galashiels	TD1 3EB
	Hawick Community Hospital	Victoria Road, Hawick	TD9 7AH
	Andrew Lang Unit	Viewfield House, Selkirk	TD7 4LH
	Kelso Community Hospital	Inch Road, Kelso	TD5 7JP
	Hay Lodge Community Hospital	Neidpath Road, Peebles	EH45 8JG
	Borders General Hospital	Melrose	TD6 9BS
	Peebles Psychogeriatric Day Hospital	Firholm, Innerleithen Road, Peebles	EH45 8BD
	Galashiels Psychogeriatric Day Hospital	Sime Place, Galashiels	TD1 1ST
	Eyemouth Day Hospital	Houndlaw Park, Eyemouth	TD14 5DA
	Melburn Lodge	Borders General Hospital, Melrose	TD6 9BS
	Huntlyburn House	Melrose.	TD6 9BD
<b>Dumfries &amp; Galloway</b>	Castle Douglas Community Hospital	Academy Street, Castle Douglas	DG7 1EE
	Dumfries & Galloway Royal Infirmary	Bankend Road, Dumfries	DG1 4AP
	Kirkcudbright Cottage Hospital	Townend, Kirkcudbright	DG6 4BE
	Thomas Hope Hospital	Langholm,	DG13 0JX
	Lochmaben Hospital	Lochmaben, Lockerbie	DG11 1RQ
	Moffat Community Hospital	Holmend, Moffat	DG10 9JY
	Newton Stewart Hospital	Newton Stewart,	DG8 6LZ
	Thornhill Hospital	Thornhill,	DG3 5AA
	Annan Hospital	Stapleton Road, Annan	DG12 6NQ
Galloway Community Hospital	Dalrymple Street, Stranraer	DG9 7DQ	
<b>Fife</b>	Cameron Hospital	Cameron Bridge, Windyates, Fife	KY8 5RR
	Victoria Hospital	Hayfield Road, Kirkcaldy	KY2 5AH
	Adamson Hospital	Bank Street, Cupar	KY15 4JG
	St Andrews Community Hospital	Abbey Walk, St Andrews	KY16 9LG
	Randolph Wemyss Memorial Hospital	Wellesley Road, Buckhaven	KY8 1HU
	Whytemans Brae Hospital	Whytemans Brae, Kirkcaldy	KY1 2ND
	Stratheden Hospital	Stratheden, Cupar	KY15 5RR
	Weston Day Hospital	West Port, Cupar	KY15 4AN
	Glenrothes Hospital	Lodge Rise, Glenrothes, Fife	KY7 5TG
	Queen Margaret Hospital	Whitefield Road, Dunfermline	KY12 0SU
	Lynebank Hospital	Halbeath Road, Dunfermline	KY11 4UW
<b>Forth Valley</b>	Falkirk Community Hospital	Majors Loan, Falkirk	FK1 5QE



	Bo'ness Community Hospital	Dean Road, Bo'ness	EH51 0DH
	Bellsdyke Hospital	Bellsdyke Road, Larbert	FK5 4SF
	Westbank Day Hospital	Westbank, Falkirk	FK1 5RT
	Craighenall (& Trial Living Accom)	34 Camelon Road, Falkirk	FK1 5SH
	Stirling Community Hospital	Livilands Gate, Stirling	FK8 2AU
	Forth Valley Royal Hospital	Stirling Road, Larbert	FK5 4WR
	Ochilbank/Ochilcrest	28/28a Ochil Road, Alva	FK12 5JT
	Livilands Resource Centre	Stirling Community Hospital, Livilands Gate, Stirling	FK8 2AU
	Dunrowan Acute Day Hospital	Maggiewoods Loan, Falkirk	FK1 5EH
	Lochview Hospital	Stirling Road, Larbert	FK5 4SE
	Bungalows/Red Lodge	Stirling Road, Larbert, Stirlingshire	FK5 4AE
	Clackmannan County Health Care Centre	Hall Park Road, Sauchie	FK10 3JQ
<b>Grampian</b>	Aberdeen Royal Infirmary	Foresterhill Road, Aberdeen	AB25 2ZN
	Woodend General Hospital	Aberdeen,	AB15 6XS
	City Hospital	Urquhart Road, Aberdeen	AB24 5AU
	Woolmanhill Hospital	Skene Street, Aberdeen	AB25 1LD
	The Firs Day Hospital	Biblohall Road, Elgin	IV30 8RJ
	Hyperbaric Centre	123 Ashgrove Road West, Aberdeen	AB16 5FA
	Royal Aberdeen Children's Hospital	Westburn Drive, Aberdeen	AB25 2ZG
	Aboyne Hospital	Bellwood Road, Aboyne	AB34 5HQ
	Aberdeen Maternity Hospital	Foresterhill, Aberdeen	AB25 2ZL
	Glen O'Dee Hospital	Banchory,	AB31 5SA
	Roxburghe House	Cornhill Site, Ashgrove Road, Aberdeen	AB25 2ZH
	Maidencraig House	Woodend Hospital, Eday Road	AB15 6XS
	Royal Cornhill Hospital	Cornhill Road, Aberdeen	AB25 2ZH
	Inverurie Hospital	Upperboat Road, Inverurie	AB51 3UL
	Insch & District War Memorial Hosp.	Rannes Street, Insch	AB52 6JJ
	Peterhead Community Hospital	Links Terrace, Peterhead	AB42 2XB
	Fraserburgh Hospital	Lochpots Road, Fraserburgh	AB43 9NF
	Jubilee Hospital	Bleachfield Street, Huntly	AB54 8EX
	Turriff Cottage Hospital	Balmellie Road, Turriff	AB53 4DQ
	Chalmers Hospital	Banff,	AB45 1JA
	Maud Hospital	Bank Road, Maud, Peterhead, Aberdeenshire	AB42 5NR
	Ugie Hospital	Ugie Road, Peterhead	AB42 1LZ
	Campbell Hospital	Portsoy,	AB45 2TR
	Buckie Day Hospital	The Bungalow, Seafield Hospital, Buckie	AB56 1SF
	Dr Gray's Hospital	Elgin, Morayshire	IV30 1SN
	Seafield Hospital	Barrhill Road, Buckie	AB56 1SF
	Stephen Cottage Hospital	Stephen Avenue, Dufftown	AB55 4BH
	Turner Memorial Hospital	Turner Street, Keith	AB55 5DJ
	Leancoil Hospital	91 St Leonard's Road, Forres	IV36 2RF
	Fleming Cottage Hospital	Queens Road, Aberlour	AB38 9PR
	Rehabilitation Hospital	15 Polmuir Road, Aberdeen	AB11 7RS
	NHS Group Home	40 Ellon Road, Bridge of Don	AB23 8BX
Kincardine Community Hospital	Kirkton Road, Stonehaven	AB39 2NJ	
Pluscarden Clinic	Dr Gray's Hospital, Elgin	IV30 1SN	
375 Great Western Lodge	375 Great Western Road, Aberdeen	AB10 6NU	

	Cameron Court	Plasmon Lane, Forres	IV36 1NL
	Arradoul Farm House	Arradoul, Buckie	AB56 5BB
	Elmwood	Ashgrove Road, Aberdeen	
Greater Glasgow & Clyde	Dumbarton Joint Hospital/Riverview Resource Centre	Cardross Road, Dumbarton	G82 5JA
	Vale of Leven General Hospital	North Main Street, Alexandria	G83 0UA
	Ravensraig Hospital	Inverkip Road, Greenock	PA16 9HA
	Inverclyde Royal Hospital	Larkfield Road, Greenock	PA16 0XN
	Dykebar Hospital	Grahamston Road, Paisley	PA2 7DE
	Royal Alexandra Hospital	Corsebar Road, Paisley	PA2 9PN
	Larkfield Unit	Inverclyde Royal Hospital, Larkfield Road, Greenock	PA16 0XN
	Blythe Wood House	Fulbar Lane, Renfrew	PA4 8NT
	Glasgow Dental Hospital and School	378 Sauchiehall Street, Glasgow	G2 3JZ
	Glasgow Royal Infirmary	84 Castle Street, Glasgow	G4 0SF
	The Princess Royal Maternity Unit	16 Alexandra Parade, Glasgow	G31 2ER
	Lightburn Hospital	966 Carntyne Road, Glasgow	G32 6ND
	Acorn Street Day Hospital	21-23 Acorn Street, Glasgow	G40 4AN
	Parkhead Hospital	81 Salamanca Street, Glasgow	G31 5ES
	Stobhill Hospital	133 Balornock Road, Glasgow	G21 3UW
	Leverndale Hospital	510 Crookston Road, Glasgow	G53 7TU
	Mearnskirk House	Old Mearns Road, Newton Mearns, Glasgow	G77 5RZ
	New Victoria Hospital	Grange Road, Glasgow	G42 9LF
	Mansionhouse Unit	100 Mansionhouse Road, Millbrae Road, Langside, Glasgow	G41 3DX
	Queen Elizabeth University Hospital	1345 Govan Road, Glasgow	G51 4TF
	Blawarthill Hospital	129 Holehouse Drive, Glasgow	G13 3TG
	Drumchapel Hospital	129 Drumchapel Road, Glasgow	G15 6PX
	Gartnavel Royal Hospital	1053 Great Western Road, Glasgow	G12 0XH
	Glasgow Homeopathic Hospital	1053 Great Western Road, Glasgow	G12 0XH
	Golden Jubilee National Hospital	Agamemnon Street, Clydebank	G81 4DY
	West Glasgow Ambulatory Care Hospital	Dalnair Street, Glasgow	G3 8SJ
	Western Infirmary	Dumbarton Road, Glasgow	G11 6NT
	Beatson West of Scotland Cancer Centre	1053 Great Western Road, Glasgow	G12 0YN
	Anvil Mental Health Resource Centre	81 Salamanca Street, Glasgow	G31 5ES
	Goldenhill Resource Centre	2 Stewart Drive, Clydebank	G81 6AQ
	Arran Mental Health Resource Centre	121 Orr Street, Bridgeton, Glasgow	G40 2QP
	Auchinlea House Mental Health Resource Centre	11 Auchinlea Road, Glasgow	G34 9QA
	Belmont Centre	300 Balgrayhill Road, Glasgow	G21 3UR
	Riverside CMHT	547 Dumbarton Road, Glasgow	G11 6HE
Brand Street Mental Health Resource Centre	Festival Business Park, 150 Brand Street, Glasgow	G51 1DH	
Eastwood Mental Health	Drumby Crescent, Clarkston, Glasgow	G76 7HN	

Resource Centre		
Arndale Mental Health Resource Centre	80/90 Kinfauns Drive, Glasgow	G15 7TS
Bridgeview Mental Health Resource Centre	Unit 8c, The Quadrangle, 49 Ruchill Street, Glasgow	G20 9PX
Charleston Centre Mental Health Resource Centre	49 Neilston Road, Paisley	PA2 6LY
Easterhouse Mental Health Resource Centre	11 Auchinlea Road, Glasgow	G34 9QU
Eastvale Mental Health Resource Centre	130A Stonelaw Road, Rutherglen, Glasgow	G73 2PQ
Florence Street Mental Health Resource Centre	26 Florence Street, Glasgow	G5 0YX
Goldenhill Clinic / Mental Health Resource Centre	199 Dumbarton Road, Glasgow	G81 4XJ
Larkfield Mental Health Resource Centre	Garngaber Avenue, Glasgow	G66 3UG
Parkview Mental Health Resource Centre	152 Wellshot Road, Glasgow	G32 7AX
Rossdale Mental Health Resource Centre	12 Haughburn Road, Glasgow	G53 6AB
Shawmill Mental Health Resource Centre	Pollokshaws Clinic, 35 Well Green, Glasgow	G43 1RR
Shawpark Mental Health Resource Centre	Kelvindale Road, Glasgow	G20 8JU
Springpark Mental Health resource Centre	101 Denmark Street, Glasgow	G22 5EU
Stewart Mental Health Resource Centre	5 Ardencraig Road, Glasgow	G45 0EQ
Woodlands Mental Health Resource Centre	15-17 Waterloo Close, Kirkintilloch	G66 2HL
Accord Hospice	7 Morton Avenue, Paisley	PA2 7BW
Ardgowan Hospice	12 Nelson Street, Greenock	PA15 1TS
Marie Curie Hospice	133 Balornock Road, Stobhill Hospital Grounds, Glasgow	G31 3US
Prince & Princess of Wales Hospice	67-73 Carlton Place, Glasgow	G5 9TD
Robin House Children's Hospice	2 Boturich Drive, Ballock	G83 8LX
St Margaret of Scotland Hospice	East Barns Street, Clydebank	G81 1EG
St Vincent's Hospice	Midton Road, Howwood, Johnstone	PA9 1AF
Mid Argyll Community Hospital & Integrated Care Centre	Blarbuie Road, Lochgilphead	PA31 8LD
Cowal Community Hospital	360 Argyll Street, Dunoon	PA23 7RL
Islay Hospital	Gortonvogie Road, Bowmore, Isle of Islay	PA43 7JD
Mid Argyll Hospital	Blarbuie Road, Lochgilphead	PA31 8JZ
Victoria Hospital	High Street, Rothesay	PA20 9JJ
Victoria Hospital Annexe	Townhead, Rothesay	PA20 9JH
Lorn & Islands Hospital	Glengallan Road, Oban	PA34 4HH
Campbeltown Hospital	Ralston Road, Campbeltown	PA28 6LE
Victoria Integrated Care Unit	93 East King Street, Helensburgh	G84 7BU
Dunbar Hospital	Thurso, Caithness	KW14 7XE
Caithness General Hospital	Cliff Road, Wick	KW1 5NS
Town and County Hospital	Hospital Road, Wick, Caithness	KW1 5NQ

<b>Highland</b>	Lawson Memorial Hospital	Station Road, Golspie	KW10 6SS
	Migdale Hospital	Bonar Bridge, Ardgay	IV24 3AP
	RNI Community Hospital	Ness Walk, Inverness	IV3 5SF
	Raigmore Hospital	Inverness,	IV2 3UJ
	Nairn Town and County Hospital	Cawdor Road, Nairn	IV12 5EE
	Ian Charles Cottage Hospital	Castle Road East, Grantown-on-Spey	PH26 3HR
	St Vincent's Hospital	Gynack Road, Kingussie	PH21 1EX
	Belford Hospital	Belford Road, Fort William	PH33 6BS
	Glencoe Hospital	Glencoe, Ballachulish, Argyll	PH49 4HT
	Mackinnon Memorial Hospital	Broadford, Isle of Skye	IV49 9AA
	Portree Hospital	Portree, Isle of Skye	IV51 9BZ
	Ross Memorial Hospital	Ferry Road, Dingwall	IV15 9QT
	County Community Hospital Invergordon	Invergordon,	IV18 0JR
	Osprey House	Raigmore Avenue, Inverness	IV2 3DZ
	Ross House	14 Ardross Street, Inverness	IV3 5NS
	The New Craigs	Leachkin Road, Inverness	IV3 8PJ
	Mid-Argyll Community Hospital and Integrated Care Centre	Lochgilphead, Argyll	PA31 8JZ
Dunaros Community Hospital	Salen, Isle of Mull, Argyll	PA72 6JF	
<b>Lanarkshire</b>	Coathill Hospital	Hospital Street, Coatbridge	ML5 4DN
	Buchanan Centre – Diabetic Screening	126 Main Street, Coatbridge	ML5 3BJ
	Victoria Memorial Cottage Hospital	19 Glasgow Road, Kilsyth	G65 9AG
	Wester Moffat Hospital	Towers Road, Airdrie	ML6 8LW
	Monklands District General Hospital	Monkscourt Avenue, Airdrie	ML6 0JS
	Cleland Hospital	Cleland, Motherwell, Lanarkshire	ML1 5NR
	Kello Hospital	Johns Loan, Biggar	ML12 6AF
	Lady Home Cottage Hospital	Douglas, Lanark	ML11 0RH
	Lockhart Hospital	Whitelees Road, Lanark	ML11 7RX
	Kirklands Hospital	Fallside Road, Bothwell	G71 8BB
	Airbles Road Centre	Airbles Road, Motherwell	ML1 2TJ
	Motherwell Health Centre – Sedation Clinic	138-144 Windmill Street, Motherwell	ML1 1TB
	Hairmyres Hospital	Eaglesham Road, East Kilbride	G75 8RG
	Stonehouse Hospital	Strathaven Road, Stonehouse	ML9 3NT
	Udston Hospital	Farm Road, Hamilton	ML3 9LA
	Coathill House	3 Old Monkland Road, Coatbridge	ML5 5EA
	Caird House	Beckford Lodge, Caird Street, Hamilton	ML3 0AL
Wishaw General Hospital	50 Netherton Street, Wishaw	ML2 0DP	
	Belhaven Hospital	Hospital Road, Dunbar	EH42 1TR
	Corstorphine Hospital	136 Corstorphine Road, Edinburgh	EH12 6TT
	Edington Cottage Hospital	54 St Baldred's Road, North Berwick	EH39 4PU
	Herdmanflat Hospital	Aberlady Road, Haddington	EH41 3BU
	Roodlands General Hospital	Hospital Road, Haddington	EH41 3PF
	Royal Victoria Hospital	13 Craighleith Road, Edinburgh	EH4 2DN
	Western General Hospital	Crewe Road South, Edinburgh	EH4 2XU
	Astley Ainslie Hospital	Grange Loan, Edinburgh	EH9 2HL
	Chalmers Hospital	55 Lauriston Place, Edinburgh	EH3 9HQ
Edinburgh Dental Institute	4th Floor, Lauriston Building, Lauriston Place,	EH3 9HA	

<b>Lothian</b>		Edinburgh	
	Liberton Hospital	Lasswade Road, Edinburgh	EH16 6UB
	Loanhead Hospital	Hunter Avenue, Loanhead	EH20 9SW
	Royal Edinburgh Hospital	23 Tipperlinn Road, Edinburgh	EH10 5HF
	Royal Hospital for Sick Children (Edinburgh)	9 Sciennes Road, Edinburgh	EH9 1LF
	Douglas House Annexe of RHSC	2 Lauder Road, Edinburgh	EH9 2EJ
	Cambridge Street Day Centre	5/7 Cambridge Street, Edinburgh	EH1 2DY
	William Fraser Centre	Tipperlinn Road, Edinburgh	EH10 5HF
	The Greenbank Centre	Tipperlinn Road, Edinburgh	EH10 5HF
	Glencorse Day Centre	Milton Mill, Milton Bridge, Penicuik	EH26 0QZ
	Bonnyrigg Day Centre	Old Library, Bonnyrigg	EH22 4RT
	Ballenden House	28/32 Howden Street, Edinburgh	EH8 9HL
	St Michael's Hospital	Edinburgh Road, Linlithgow	EH49 6QS
	Tippethill Hospital	Bathgate, West Lothian	EH48 3BQ
	Whitburn Day Hospital	1 Weavers Lane, Whitburn	EH47 0SD
	St John's Hospital	Howden West, Livingston, West Lothian	EH54 6PP
	Inchkeith House	137 Leith Walk, Edinburgh	EH6 8NP
	Ferryfield House	100 Pilton Drive, Edinburgh	EH5 2HF
	Bathgate House Day Hospital	15 North Bridge Street, Bathgate	EH48 4PJ
	Learning Disabilities Service Healthcare Houses	Lothian,	
	Ellen's Glen House	72 Carnbee Avenue, Edinburgh	EH16 6FF
	Royal Infirmary of Edinburgh at Little France	51 Little France Crescent, Old Dalkeith Road, Edinburgh	EH16 4SA
	Findlay House	Seafield Street, Edinburgh	EH6 7LN
Princess Alexandra Eye Pavillion	45 Chalmers Street, Edinburgh	EH3 9HA	
Whitburn House	12/14 The Avenue, Whitburn, Bathgate, West Lothian	EH47 0DD	
<b>National</b>	State Hospital	Carstairs,	ML11 8RP
	Golden Jubilee National Hospital	Beardmore Street, Clydebank	G81 4HX
<b>Orkney</b>	Balfour Hospital	New Scapa Road, Kirkwall	KW15 1BH
<b>Shetland</b>	Gilbert Bain Hospital	Lerwick, Shetland	ZE1 0TB
	Montfield Hospital	Burgh Road, Lerwick, Shetland	ZE1 0LA
<b>Tayside</b>	Ninewells Hospital	Dundee,	DD1 9SY
	Royal Victoria Hospital	Jedburgh Road, Dundee	DD2 1SP
	Dundee Dental Hospital	2 Park Place, Dundee	DD1 4HR
	Armitstead Child Development Centre	Kings Cross Hospital, Clepington Road, Dundee	DD8 3EA
	Threshold Day Services	Unit 9a Manhattan Works, Dundonald Street, Dundee	DD3 7PY
	Dudhope House	15 Dudhope Terrace, Dundee	DD3 6HH
	Royal Victoria Day Hospital	Royal Victoria Hospital, Jedburgh Road, Dundee	DD2 1SP
	Perth Royal Infirmary	Taymount Terrace, Perth	PH1 1NX
	St Margaret's Hospital	Western Road, Auchterarder	PH3 1JH
	Cottage Hospital	Old Crieff Road, Aberfeldy	PH15 2DH
	Blairgowrie & Rattray Cottage Hospital	Perth Road, Blairgowrie	PH10 6EE
	Murray Royal Hospital	Muirhall Road, Perth	PH2 7BH
	Arbroath Infirmary	Rosemount Road, Arbroath	DD11 2AT
Brechin Infirmary	Infirmary Street, Brechin	DD9 7AN	

	Montrose Royal Infirmary	Bridge Street, Montrose	DD10 8AJ
	Stracathro Hospital	By Brechin,	DD9 7QA
	Whitehills Hospital	By Forfar,	DD8 3DY
	Gowanlea	Seaton Road, Arbroath	DD11 5DX
	Crieff Community Hospital	King Street, Crieff	PH7 3HR
	Carseview Centre	4 Tom McDonald Avenue, Medipark, Dundee	DD2 1NH
	Whitehills Health and Community Care Centre	By Forfar,	DD8 3DY
	Pitlochry Community Hospital	Ferry Road, Pitlochry, Perthshire	PH16 5FG
	Perth Dental Hospital	Broxden Business Park, Perth	PH1 1RA
	Links Health Centre	Frank Wood Way, Montrose	DD10 8TY
	Kingsway Care Centre	Kings Cross Road, Dundee	DD2 3PT
<b>Western Isles</b>	St Brendans Cot Hospital	Horve, Isle of Barra	HS9 5XE
	Western Isles Hospital	Macaulay Road, Stornoway, Isle of Lewis	HS1 2AF
	Uist & Barra Hospital	Balivanich, Isle of Benbecula	HS7 5LA

End of Schedule E

This is Schedule F referred to in the foregoing Contract number 01500 between the Scottish Ministers and GeoAmey PECS Ltd

**SCHEDULE F**  
**SERVICE PROVIDERS PROPOSAL**

**REDACTED**

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