

# **HMP KILMARNOCK CONTRACT**

**MINUTE OF AGREEMENT**

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**MINUTE OF AGREEMENT**

**between**

**THE SECRETARY OF STATE FOR SCOTLAND**

**and**

**KILMARNOCK PRISON SERVICES LIMITED**

for the Design, Construction, Management and Financing of a Prison  
at Kilmarnock

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# MINUTE OF AGREEMENT

between

**THE SECRETARY OF STATE FOR SCOTLAND**, acting through the Scottish Prison Service, Calton House, 5 Redheughs Rigg, Edinburgh EH12 9HW

and

**KILMARNOCK PRISON SERVICES LIMITED**, a Company incorporated under the Companies Acts and having its registered office at Centennial Court, Easthampstead Road, Bracknell, Berkshire RG12 1JA

**WHEREAS** the Secretary of State for Scotland and Kilmarnock Prison Services Limited have agreed to enter into a contract whereby the latter will design, construct, manage and finance a new prison at Kilmarnock, **NOW THEREFORE** the said Secretary of State for Scotland and Kilmarnock Prison Services Limited agree as follows:

## **PART I - GENERAL**

### **1. Definitions**

- 1.1. In the Contract, the following words and expressions shall, except where the context otherwise requires, have the meanings hereby assigned to them:
  - 1.1.1. “Actual Full Operation Date” means the date upon which the Contractor first provides 500 Available Prisoner Places;
  - 1.1.2. “Actual Opening Date” means the date upon which the Contractor first provides no less than 50 Available Prisoner Places;
  - 1.1.3. “Additional Prisoner Place” means an Available Prisoner Place additional to the 500 Available Prisoner Places, to be provided by the Contractor at the request of the Authority in accordance with Clause 34;
  - 1.1.4. “Agent” shall have the meaning given to it in the Direct Agreement;
  - 1.1.5. “Assets” means the Prison, the Site, the Equipment and all plant, fixtures, fittings, materials, machinery and other equipment in or on the

Prison or the Site from time to time, whether intended to be there temporarily or permanently;

- 1.1.6. “Authority” means the said Secretary of State for Scotland, and his successors to his interest under the Contract;
- 1.1.7. “Available Prisoner Place”, subject to Clauses 22.4, 23.1 and 23.6, means a Prisoner Place which on any particular day satisfies the following conditions:
- (a) the Prison Cell in which the Prisoner Place is contained has been issued or reissued with a Cell Certificate pursuant to Clause 22.2 or 22.3 which has not subsequently been withdrawn pursuant to Clause 22.3; and
  - (b) during that day, the Prisoner Place has complied with the Minimum Requirements;
- 1.1.8. “Banks” has the meaning assigned to it in the Credit Agreement;
- 1.1.9. “Baseline Total” means, in respect of any Performance Quarter or Performance Year as the context may require, the relevant number of Performance Points calculated in accordance with the provisions of Schedule F;
- 1.1.10. “Category A Prisoner” means a Prisoner who is classified by the Authority as such in accordance with the categorisations as they exist as at the date of this Contract or, in the event that the categorisation of Prisoners changes after such date, are, in the opinion of the Authority, dangerous to the public, prison staff (whether employees of the Authority, the Contractor, any of the Sub-contractors or otherwise) or their families, the police or the security of the state;
- 1.1.11. “Cell Certificates” mean certificates issued in accordance with the terms of Clause 22;
- 1.1.12. “CDM Regulations” means the Construction (Design and Management) Regulations 1994 S.I. No. 3140;
- 1.1.13. “Claim” means any action, claim, demand or proceedings;
- 1.1.14. “Confidential Matters” means any information which:
- (a) relates to the way in which the Contract Price is calculated;
  - (b) reveals the number of staff at the Prison; or
  - (c) might prejudice security at the Prison;
- 1.1.15. “Construction Sub-contract” means the agreement dated on or about the Date of Signature between the Contractor and the Construction

Sub-contractor in respect of the design, execution and completion of the Works;

1.1.16. "Construction Sub-contractor" means Wackenhut Corrections (UK) Limited and Kvaerner Construction Limited trading together as a joint venture known as Premier Custodial Development or, subject to Clause 8, such other Sub-contractor as may be appointed by the Contractor from time to time to execute the Works;

1.1.17. "Contract" means this Minute of Agreement between the Authority and the Contractor, including all Schedules, annexes, plans and drawings annexed hereto, and any agreement which replaces or supersedes any of the foregoing or any part of any of the foregoing, all as amended, supplemented or varied from time to time;

1.1.18. "Contract Period" means the period commencing on the Contractual Opening Date and ending on the earlier of:

(a) the twenty fifth anniversary of such date; or

(b) the date on which the Contract is terminated, whether in accordance with any provision of the Contract or otherwise,

provided always that in the event that the Prison does not open on the Contractual Opening Date in accordance with Clause 16 for whatever reason, the Contract Period will nonetheless begin on the Contractual Opening Date;

1.1.19. "Contract Price" means the amount payable under Clause 32 by the Authority to the Contractor for the performance of its obligations under the Contract;

1.1.20. "Contractor" means the said Kilmarnock Prison Services Limited;

1.1.21. "Contractual Opening Date" shall mean 16 March 1999, as the same may be altered pursuant to Clause 19;

1.1.22. "Controller" means the person or persons appointed by the Authority from time to time as Controller of the Prison in accordance with Section 107 of the Criminal Justice and Public Order Act 1994, and (where the context so permits) his duly appointed deputies;

1.1.23. "Credit Agreement" has the meaning assigned to it in the Direct Agreement;

1.1.24. "Crown" includes the Authority;

1.1.25. "Custodial Duties" means the custodial duties to be performed at and associated with the Prison as specified in and pursuant to Schedule D;

1.1.26. "Custodial Service" means the performance of the Custodial Duties;



- 1.1.27. "Daily Report" means a Daily State report generated by the Database or, in the event that it is not possible to generate such a report for any reason, prepared by the Contractor manually and containing the same information as would be contained in a Daily State report;
- 1.1.28. "Database" means the Authority's Prisoner Records application database, as same may be amended from time to time, and any replacement for such database;
- 1.1.29. "Date of Signature" means 10 November 1997;
- 1.1.30. "day" means any calendar day, and "business day" means a day on which banks are open for business in the City of London (other than a Saturday or a Sunday);
- 1.1.31. "Delay Notice" means any written notice given to the Authority by the Contractor under Clause 19.1;
- 1.1.32. "Dilapidation Survey" means any dilapidation survey carried out by the Authority under Clause 14.1;
- 1.1.33. "Disclosed Data" means any information, documents, materials or data available or supplied to the Contractor, directly or indirectly, by or on behalf of the Authority related to the design or construction of the Works, the Site, the Services or any other matter which is or are or may be relevant to the Services or the obligations undertaken by the Contractor under the Contract;
- 1.1.34. "Direct Agreement" means the agreement dated on or about the Date of Signature between the Authority, the Contractor and the Agent for and on behalf of the Banks;
- 1.1.35. "Director" means the person or persons appointed and employed by the Contractor, and approved by the Authority, from time to time as Director of the Prison in accordance with section 107 of the Criminal Justice and Public Order Act 1994 and Clause 25;
- 1.1.36. "document" includes any written or printed work, or photograph, or film or video, or any work produced by electronic means including any tapes, disks, CD-ROMs or other recorded matter;
- 1.1.37. "Engineer's Declaration" means the certificate declaring that in the opinion of the Independent Engineer the Works have been completed in accordance with Schedule A referred to in Clause 21.2;
- 1.1.38. "Equipment" means all, or any of, the fixtures, fittings, furnishings, plant, materials, machinery and other equipment specified in Schedule B, including, where the context so permits, any replacement or substitute fixtures, fittings, furnishings, plant, materials, machinery and other equipment and any additions, extensions or alterations thereto, supplied to or installed at or otherwise in or on the Prison from time to time, and all other fixtures, fittings, furnishings, plant, materials,

machinery and other equipment and any additions, extensions or alterations thereto supplied to or installed at or otherwise in or on the Prison from time to time;

- 1.1.39. "Event of Default" means any of the events listed in Clause 38.1;
- 1.1.40. "Expert" means a person nominated to consider and determine any dispute between the Parties from the panel of experts established for such purpose in terms of Clause 63.1 in accordance with that Clause;
- 1.1.41. "Expiry Date" means the date on which the Contract expires, assuming no early termination occurs in accordance with the provisions of the Contract;
- 1.1.42. "Facilities" means the Prison, any training or catering or other facilities of the Contractor or the Operating Sub-contractor used in connection with the provision of Custodial Services, and any such facilities of any other Sub-contractor;
- 1.1.43. "Finance Plan" means the Contractor's finance plan, annexed hereto as Schedule J, as amended from time to time pursuant to Clause 7.8;
- 1.1.44. "Financial Projection" means, subject to Clause 64, the Contractor's Financial Projection annexed hereto as Schedule P;
- 1.1.45. "Financing Agreements" means all or any of the agreements specified in Schedule Q, as such agreements may be amended or supplemented from time to time, any replacement or superseding agreement, and all other agreements and documents from time to time entered into by or on behalf of the Contractor or the Funders in connection with the financing or, as the case may be, refinancing of the Contractor's obligations hereunder (including, for the avoidance of doubt, any Hedging Agreements and any Subsequent Financing Agreements) other than any Subsequent Financing Agreement entered into in breach of Clause 3.2 or 3.3;
- 1.1.46. "Fixed Availability Fee" means the fixed availability fee specified in Schedule E;
- 1.1.47. "Full Operation Date" shall mean 1 June 1999, as the same may be altered pursuant to Clause 19;
- 1.1.48. "Funders" means all or any of those persons who provide financing or funding in respect of any part of the Works or Services under or in terms of any of the Financing Agreements at any time or become party to the Financing Agreements (whether by assignation, novation or otherwise);
- 1.1.49. "Good Industry Practice" means the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced prison operator complying with its contractual obligations and all applicable laws and

engaged in the same type of undertaking and under the same or similar circumstances and contractual conditions as is the Contractor under the Contract;

- 1.1.50. "Government" means the government of the United Kingdom;
- 1.1.51. "Governor" means the Crown servant appointed by the Authority from time to time under Section 111(2) of the Criminal Justice and Public Order Act 1994 to act as governor of the Prison;
- 1.1.52. "Hedging Agreement" means all agreements from time to time entered into between the Contractor and the Hedging Counterparties for the purposes of hedging the exposure of the Contractor to interest rate variations under any of the other Senior Financing Agreements;
- 1.1.53. "Hedging Counterparties" has the meaning specified in the Credit Agreement;
- 1.1.54. "Independent Engineer" means the person or firm appointed by the Authority to act as an independent engineer for the purposes of the Contract, or such other similarly qualified and experienced person or firm so appointed from time to time by the Authority as a replacement for such person or firm, and all references to the Independent Engineer shall be deemed to include any agents, employees or representatives of any person or firm so appointed to act as Independent Engineer by the Authority;
- 1.1.55. "Indexed Availability Fee" means the indexed availability fee calculated in accordance with paragraph 5(a) of Schedule E;
- 1.1.56. "Index Linked" means, in respect of a sum of money from a particular date, such sum multiplied by the following factor:

$$\frac{\text{RPI (a)}}{\text{RPI (b)}}$$

where:

RPI (a) is the Retail Price Index for the prices prevailing in the month preceding by 3 months the month in which falls the date on which the payment of the sum first became due, or in the case of the reference to Index Linked in Clause 6.14.3, the date on which each insurance policy to which that Clause refers falls to be effected or renewed; and

RPI (b) is the Retail Price Index relating to the prices prevailing in August 1997 being 157.1;

- 1.1.57. "Indexed Costs Fee" means the indexed costs fee specified in/ calculated in accordance with paragraph 5(b) of Schedule E;

- 1.1.58. "Insurance Event" means an event the occurrence of which the Contractor has insured against in accordance with Clause 6;
- 1.1.59. "Insurance Proceeds" has the meaning assigned to it in the Direct Agreement;
- 1.1.60. "Insurance Threshold Amount" has the meaning assigned to it in the Direct Agreement;
- 1.1.61. "Intellectual Property Rights" means any design right (whether registered or unregistered), moral right, goodwill, copyright, patent, service mark, trade mark, utility mark, performing right, know-how and all other intellectual property protection or rights which may subsist or be enforceable at present or in the future in any part of the world, or any application for any of the foregoing;
- 1.1.62. "Land" means the land and premises more particularly defined as the Premises in the Lease;
- 1.1.63. "Lease" means the lease of even date herewith entered into by the Authority and the Contractor;
- 1.1.64. "Legislation" means any Act of Parliament, including any local, personal or private Act of Parliament, any subordinate legislation (as that expression is defined in section 21(1) of the Interpretation Act 1978), any exercise of the Royal Prerogative and any enforceable community right (as that expression is defined in section 2 of the European Communities Act 1972) and any bylaws, statutory instruments, rules, regulations, orders, notices, directions, codes of practice, consents or permissions properly and lawfully made or given under any of the foregoing or by any Relevant Authority (including, for the avoidance of doubt, any legislation enacted by any Scottish Parliament or assembly or similar body and any subordinate or delegated legislation made by any Scottish Ministers or other person deriving authority from such legislation);
- 1.1.65. "Lender Liabilities" means the aggregate of:
- (a) all
    - (i) principal (excluding (a) any unpaid instalment of principal which under the terms of the Senior Financing Agreements was scheduled to be paid on or before the date falling six months prior to the date on which the relevant Termination Notice was served, or if no Termination Notice has been served, the date on which Lender Liabilities falls to be calculated and (b) any capitalised interest accruing after 15 March 2000);
    - (ii) interest on the said principal (excluding (a) any capitalised interest accruing after 15 March 2000, (b)

any interest payable by reason of any failure or omission to pay the principal or any instalment or part thereof or any other sum timeously or any other breach or failure to comply with the terms of any of the Senior Financing Agreements by the Contractor and (c) any interest which may accrue during the period taken by the Banks to comply with the terms of Clause 5.3.1 of the Direct Agreement) which

- (A) has accrued but not fallen due from the Contractor prior to the date of the Termination Notice (or if no such Termination Notice, has been served, the date on which Lender Liabilities falls to be calculated) provided that the amount of such interest to be taken into account in calculating Lender Liabilities shall not exceed an amount equal to six months' unpaid interest; and
- (B) accrues during the period after the date of the said Termination Notice until the Termination Date (as that term is defined in the Direct Agreement),

in each case in accordance with the provisions of the Senior Financing Agreements, and

- (iii) all other amounts outstanding (other than those referred to in or excluded by paragraphs (i) and (ii) above)

due to the Banks under the terms of the Senior Financing Agreements (other than the Hedging Agreements); and

- (b) all amounts payable to the Hedging Counterparties by the Contractor under the terms of the Hedging Agreements (except to the extent that such amounts are payable under paragraph (a) above);

less the aggregate of:

- (i) all amounts payable by the Hedging Counterparties to the Contractor under the terms of the Hedging Agreements; and
- (ii) any amounts of cash in hand and deposits repayable on demand with any bank or other financial institution, including cash in hand and deposits in foreign currencies, deposited or placed by or on behalf of the Contractor to secure obligations owed to the Banks under the Senior Financing Agreements;

calculated on the basis that the relevant Senior Financing Agreements have been terminated, accelerated, cancelled and/or closed out as the case may be ;

- 1.1.66. “LIBOR” means the rate notified to the Authority by the Agent as the then applicable LIBOR rate under the Credit Agreement (or if there is more than one such rate, the lowest such rate);
- 1.1.67. “Loss” means any cost, charge, damage, expense, fine, liability, loss or penalty;
- 1.1.68. “Minimum Requirements” means, in relation to a Prisoner Place, the requirements set out in Part 2 of Schedule D;
- 1.1.69. “Mission Statement” means the Mission Statement set out in paragraph 3.2 of the Scottish Prison Service Corporate Plan 1997 - 2000, or such other Mission Statement as may be published by the Authority from time to time in substitution for same ;
- 1.1.70. “month” means calendar month;
- 1.1.71. “Named Representatives of the Authority” means the Chief Executive of the Scottish Prison Service, or the holder of any post as head of the prison service in Scotland which may be created in place of such post, and such other representatives of the Authority as such Chief Executive or the holder of such post may from time to time notify to the Contractor in writing (the names of such other representatives as at the Date of Signature being specified in Schedule I, which shall be deemed to be notification to the Contractor by such Chief Executive for the purposes of this Clause);
- 1.1.72. “Named Representative of the Contractor” means the person specified in Schedule I as being the named representative of the Contractor, and such other persons as the Contractor may from time to time notify to the Authority in writing;
- 1.1.73. “Notice” means any agreement, approval, certificate, consent, instruction, notice, permission, expression of satisfaction or other document or communication required or permitted to be given or served under the Contract;
- 1.1.74. “Notice of Change” means a written notice given by the Authority to the Contractor in accordance with Clause 7.1 specifying an amendment to, or alteration of the extent of, any obligation of the Contractor under the Contract, or an addition to the obligations of the Contractor under the Contract, or any other change required by the Authority to any obligation of the Contractor under the Contract;
- 1.1.75. “One - off Expenditure” means any expenditure incurred which falls to be treated as capital expenditure in accordance with generally accepted accounting principles in the United Kingdom from time to time, or any

expenditure which is required once only or over a limited period of time but which is not required or is not reasonably likely to be required on an annual or periodic basis;

1.1.76. “Operating Sub-contract” means the agreement dated on or about the Date of Signature between the Contractor and the Operating Sub-contractor in respect of the provision of certain operation and maintenance services to be provided by the Contractor hereunder;

1.1.77. “Operating Sub-contractor” means Premier Prison Services Limited or, subject to the provisions of Clause 8, such other Sub-contractor as may be appointed by the Contractor from time to time to perform any of the Custodial Services (other than those undertaken by the Construction Sub-contractor in its capacity as such);

1.1.78. “Operational Procedures” means the Operational Proposals as approved by the Authority in accordance with Clause 15.4, as amended from time to time in accordance with Clause 15.5;

1.1.79. “Operational Proposals” means the information, proposals and other matters specified in Clause 15.1 to be provided to the Authority by the Contractor in accordance with Clause 15;

1.1.80. “Outline Approvals” means:

(a) the decision of East Ayrshire Council dated 20 November 1996 whereby the Authority was granted outline clearance under the Scottish Development Department Circular No. 21/1984 (“Crown Land and Crown Development”) to proceed with the development of the Prison in accordance with the notice of proposed development served by the Authority on East Ayrshire Council in respect of such development; and

(b) the decision of East Ayrshire Council dated 20 November 1996 whereby the Authority was granted outline planning permission under the Town and Country Planning (Scotland) Act 1972 to proceed with the development of the Prison in respect of its planning application;

1.1.81. “Parties” means the Authority and the Contractor;

1.1.82. “Performance Measure” means an event or circumstance listed as such in Schedule F;

1.1.83. “Performance Point” means each point accruing on the occurrence of a Performance Measure, as more particularly set out in Schedule F;

1.1.84. “Performance Quarter” means the period commencing on the Actual Opening Date and ending 3 months thereafter, each consecutive period of 3 months thereafter, and any shorter period commencing on a day following the end of a Performance Quarter and ending on the termination of this Agreement;

- 1.1.85. "Performance Year" means the year commencing on the Actual Opening Date and each year commencing on each anniversary of the Actual Opening Date;
- 1.1.86. "person" means any individual, firm, company, partnership, corporation, joint venture, association, trust, unincorporated association or agency (whether or not having separate legal personality);
- 1.1.87. "Personal Data" shall have the meaning specified in Section 1(3) of the Data Protection Act 1984;
- 1.1.88. "Phase-in Timetable" means the timetable set out in Schedule E, as the same may be amended from time to time in accordance with Clause 19;
- 1.1.89. "Planning Approval" means such planning permission under the Town and Country Planning (Scotland) Act 1997 or any other Legislation as is necessary for the Contractor to discharge lawfully its obligations under the Contract, including, without prejudice to the generality of the foregoing, planning permission for the reserved matters and all other matters not covered by the Outline Approvals;
- 1.1.90. "Price Variation Guidelines" means such guidelines as the Authority, the Contractor and the Banks may agree in writing from time to time as being applicable to any variation of the Contract Price in accordance with Clauses 7 and 33;
- 1.1.91. "Prison" means the prison constructed, or to be constructed by the Contractor in accordance with Schedule A, including, without limitation, all of the buildings and structures to be constructed on the Land as part of such prison, each and any of the component parts of such buildings and structures and the Equipment, together with any extensions and alterations made thereto from time to time;
- 1.1.92. "Prison Cell" means a secure unit of accommodation in the Prison for occupation by a Prisoner or Prisoners (including segregation units and secure units for occupation by a Prisoner or Prisoners in the healthcare centre of the Prison);
- 1.1.93. "Prisoner" means any person for the time being detained in legal custody, whether as a result of a requirement imposed by a court that he be so detained or otherwise and whether committed for trial, safe custody, punishment or otherwise, including, but not restricted to, persons detained in legal custody while awaiting the outcome of deportation, extradition or immigration proceedings, young prisoners, young persons on remand and young offenders;
- 1.1.94. "Prisoner Custody Officer" means a person in respect of whom a certificate is for the time being in force certifying that he has been approved by the Authority for the purpose of performing Custodial Duties in accordance with section 114 of the Criminal Justice and Public Order Act 1994 and Clause 26;



1.1.95. “Prisoner Escort Service” shall have the same meaning as that given to “prisoner escort arrangements” by section 102(4) of the Criminal Justice and Public Order Act 1994;

1.1.96. “Prisoner Place” means a unit of accommodation for occupation by a Prisoner in a Prison Cell (other than in a Prison Cell which is a segregation unit and secure units for occupation by a Prisoner or Prisoners in the healthcare centre of the Prison);

1.1.97. “Prison Legislation” means any Legislation (other than any bylaws, orders, notices, directions, consents or permissions properly and lawfully made or given by any Relevant Authority) first having legal effect after the Date of Signature which:

- (a) expressly refers or applies to the provision or running of the Prison, or prisons generally, or of contracted out prisons; or
- (b) which otherwise discriminates solely against the Contractor, those in the business of the provision (including building) or running of prisons generally or of contracted out prisons or the provision of services of the same type as the Prisoner Escort Service,

but excluding in all cases any such Legislation which, on the Date of Signature, has been published as a draft Bill in a Government Departmental Consultation Paper, as a Bill, as a draft statutory instrument or as a proposal in the Official Journal of the European Communities, in each case in substantially the same form as such Legislation takes when it has legal effect or any such Legislation which has been enacted but not yet brought into effect or force;

1.1.98. “Project Documents” means the documents referred to in Clauses 3.1.1 to 3.1.6;

1.1.99. “Relevant Authority” means any local authority, regulatory authority, Statutory Undertaker or other entity of whatsoever nature whose authority is or may be required, or from whom any consent or permission of whatsoever nature is required, for the carrying out of all or any part of the Works or the operation of the Prison;

1.1.100. “Relevant Event” means any of the following events:

- (a) any failure or delay by the Authority to comply with any of its obligations under the Contract or to allow the Contractor to have access to the Site, or any obstruction by the Authority or any representative of the Authority of such access, including, without prejudice to the generality of the foregoing:
  - (i) failure by the Authority to comply with the time limits specified in Clause 15;

- (ii) failure by the Authority to comply with the time limits specified in Clause 21.2;
- (iii) subject always to the provisions of Clause 22.4, failure by the Authority to comply with the time limits specified in Clause 22.2;
- (iv) failure by the Authority to comply with the provisions of Clause 25 in relation to the approval of the Director; and
- (v) failure by the Authority to comply with the provisions of Clause 26 in relation to the approval of Prisoner Custody Officers;

provided always that in relation to paragraphs (i) and (v) above, such a failure shall not constitute a Relevant Event to the extent that, taking into account the other obligations to be discharged by the Controller in relation to the Contract (either in terms of the Contract or otherwise at the request of the Authority to assist the Authority in discharging its obligations under the Contract), the time periods within which they have to be discharged and the extent to which such time periods overlap, and the work required to discharge them, compliance with the Clause referred to in the relevant paragraph is not reasonably practicable;

- (b) war, invasion, armed conflict or act of a foreign enemy (but for the avoidance of doubt not including terrorism) in each case within and involving the United Kingdom;
- (c) rebellion, revolution, riot or insurrection (but for the avoidance of doubt not including terrorism) which causes physical damage and long term disruption in each case within Scotland; or
- (d) nuclear explosion, radioactive or chemical contamination or ionising radiation, in all cases occurring after the Date of Signature, unless the source or cause of the contamination or radiation is brought to or near the Land by the Contractor, any Sub-contractor or any person over whom the Contractor or any Sub-contractor has authority or for whom they are responsible;
- (e) any Notice of Change is served by the Authority or Prison Legislation is enacted, amended or revoked and that Notice of Change or Prison Legislation requires or will require the Contractor to perform or procure building works or services in respect of the Prison or the Services;
- (f) strikes by any person other than strikes by (i) employees of the Contractor; or (ii) any of the Sub-contractors or its employees; or (iii) other suppliers to the Contractor or the Sub-contractors; or (iv) any employees of the suppliers to the Contractor or the

Sub-contractors; or (v) any employees of the Shareholders or their affiliates;

- (g) weather conditions at least significantly worse than the worst weather conditions that have occurred in the area of the Land at the same time of year over the previous ten years;
- (h) the discovery of fossils, antiquities or other similar objects of archaeological or historical interest or value which may be found on the Land or in excavating the same during the progress of the Works; or
- (i) an Insurance Event occurs;

1.1.101. "Retail Prices Index" or "RPI" means the Retail Prices Index as published from time to time in Table 5 (in respect of all items other than mortgage interest payments) (RPIX) of Business Monitor (MM23) published by the Office of National Statistics or such index in such other journal as shall replace such table provided always that if the RPI is rebased at any time in the period between the Date of Signature and the end of the Contract Period, it shall nevertheless be determined as if such rebasing had not occurred. In the event of the abolition or a fundamental variation in the basis of the said Index (other than rebasing), the manner in which any sums referred to in this Agreement which are to be varied by reference to RPI are to be varied shall be determined in accordance with the Dispute Resolution Procedure specified in Clause 63;

1.1.102. "Review Date" means the Actual Opening Date and each anniversary of the Actual Opening Date;

1.1.103. "Security Technology Change" means any change in the manner in which security and control are or might be maintained in the Prison which materially reduces or will materially reduce the number of Prisoner Custody Officers required or otherwise materially reduces or will materially reduce the costs of the Contractor in performing its obligations under the Contract;

1.1.104. "Senior Financing Agreements" means all or any Financing Agreements entered into between the Contractor and the Banks;

1.1.105. "Services" means all of the obligations of the Contractor under the Contract;

1.1.106. "Shareholders" means those, if any, persons owning shares of any class in the Contractor, and a "shareholding" is the interest the said shareholder derives from the shares

1.1.107. "Site" means all of the Land together with any buildings or structures, and parts of buildings or structures, and each and any of their

component parts, whether temporary or permanent, which may exist thereupon from time to time;

1.1.108. "Staff" means:

- (a) any person engaged at any time upon any matters relating to security at the Prison; and
- (b) any employees of the Contractor or any Sub-contractor who does any work or performs any duties, whether at the Prison or Site or otherwise, arising out of or in connection with the performance of the Services at any time after the Actual Opening Date, including, for the avoidance of doubt, the Director and the Prisoner Custody Officers,

and "Member of Staff" shall mean any employee falling into either of the above categories;

1.1.109. "Statutory Undertaker" means any person entitled to exercise statutory powers in relation to the Land;

1.1.110. "Sub-contract" means any contract between the Contractor and any Sub-contractor and, where the context so permits, any contract between any such Sub-contractor and any person to whom that Sub-contractor has further sub-contracted any obligation arising out of or in connection with the Contract;

1.1.111. "Sub-contractor" means the Construction Sub-contractor, the Operating Sub-contractor and any other person (excluding for the avoidance of doubt the Funders) to whom the Contractor has sub-contracted the performance of any obligation which it may have under the Contract;

1.1.112. "Subsequent Financing Agreements" means any Financing Agreements other than those listed in Schedule Q (including for the avoidance of doubt any agreements which amend or supplement any Financing Agreements, or replace or supersede any Financing Agreements);

1.1.113. "Substitute Entity" means a person duly appointed to be the new contractor in replacement of the Contractor in accordance with the Direct Agreement;

1.1.114. "Tenant" has the meaning given to it in the Lease;

1.1.115. "Termination Date" means the date on which the Contract terminates in accordance with the terms of the Contract (but disregarding for these purposes the Direct Agreement);

1.1.116. "Termination Notice" means a notice issued in accordance with Clause 39.1;

- 1.1.117. "Variable Payment" means the fee referred to in Clause 34.2 and calculated in accordance with paragraph 6 of Schedule E;
- 1.1.118. "Works" means all, or any part of, the works required in respect of the design, construction, completion and commissioning of the Prison, as further defined and described in Schedule A; and
- 1.1.119. "year" means calendar year unless otherwise specified.
- 1.2. In the Contract, except where the context otherwise requires:
- 1.2.1. all references to Clauses and Schedules are references to Clauses of and Schedules to the Contract, all references to Annexes are references to Annexes to the relevant Schedule (or as the case may be the relevant Part of the relevant Schedule), all references to Appendices are references to Appendices to the relevant Annex, and all references to Parts, Sections or paragraphs, are references to Parts, Sections, or paragraphs contained in the relevant Schedules, Annexes and Appendices (as the case may be);
- 1.2.2. words denoting the masculine include the feminine and the neuter and vice versa, and words denoting the singular include the plural and vice versa;
- 1.2.3. without prejudice to the provisions of Clause 33.2, any reference to any Act of Parliament shall be construed as a reference to the Act of Parliament as from time to time amended, extended or re-enacted and to include any bylaws, statutory instruments, rules, regulations, orders, notices, directions, consents or permissions made or given thereunder. Similarly, any reference to any statutory instrument, regulation or order shall be construed as a reference to that statutory instrument, regulation or order as from time to time amended, extended or re-enacted;
- 1.2.4. all references to agreements, documents or other instruments include a reference to that agreement, document or instrument as amended or supplemented from time to time or to any replacement or superseding agreement, document or instrument;
- 1.2.5. all references to a time of day shall be a reference to whatever time of day shall be in force in Scotland;
- 1.2.6. any undertaking by either of the Parties not to do any act or thing shall be deemed to include an undertaking not to allow, permit or suffer the doing of that act or thing;
- 1.2.7. the headings to the Clauses and the Table of Contents are inserted for convenience only and shall not affect the interpretation of the Contract; and
- 1.2.8. where any words or expressions are defined in any Schedule, or any Annex or Appendix to any Schedule, the same shall have the same meaning where used in any other part of the Contract.

- 1.3. Wherever under the Contract provision is made for the giving or issuing of any Notice by or on behalf of the Authority, the Controller or the Independent Engineer in respect of any matter or thing, the same shall only be valid if given in writing (including telex, facsimile transmission or other comparable means).

## **2. The Project**

- 2.1. Subject to and in accordance with the provisions of the Contract, the Contractor shall:

- 2.1.1. finance, design, construct, operate and manage the Prison from the Date of Signature until the end of the Contract Period; and

- 2.1.2. otherwise perform the Services from the Date of Signature until the end of the Contract Period,

all at its own cost and risk without recourse to Government funds (other than as expressly provided in the Contract) or to Government guarantees.

- 2.2. Without prejudice to any other provision of the Contract, and in particular without prejudice to any more specific obligation which the Contractor may have in terms of the Contract, the Contractor shall ensure and procure that the Services are at all times performed:

- 2.2.1. in an efficient, effective and safe manner and in accordance with Good Industry Practice;

- 2.2.2. in a manner which is not likely to be injurious to health or cause damage to property;

- 2.2.3. in compliance with all Legislation; and

- 2.2.4. in such a manner as to enable the Authority to discharge his statutory duties and meet his undertakings or objectives set out in the Mission Statement (and any successor or replacement for such document) and so as not to detract from the image and reputation of the Authority as prisons authority, provided always that in the event of any conflict between any provision of the Mission Statement and any provision of the Contract, the provision of the Contract shall prevail unless a Notice of Change is given which has the effect of giving effect to the conflicting provision of the Mission Statement, in which case Clause 7 shall apply.

## **3. Project Documents**

- 3.1. Prior to, or simultaneously with, the execution of the Contract, the Contractor has provided (or shall provide) to the Authority certified copies of the following properly executed documents and which copies shall be retained by the Authority:

- 3.1.1. the shareholders' agreement between the Shareholders;

- 3.1.2. the Memorandum and Articles of Association of the Contractor;
  - 3.1.3. the Financing Agreements;
  - 3.1.4. the Construction Sub-contract;
  - 3.1.5. the Operating Sub-contract; and
  - 3.1.6. all documents creating or purporting to create security interests granted by the Contractor, the Operating Sub-contractor or the Construction Sub-contractor in respect of the Financing Agreements or any obligations which relate to the obligations under the Financing Agreements.
- 3.2. The Contractor shall perform all of its obligations under the Project Documents to which it is a party (which shall be deemed to include the Memorandum and Articles of Association of the Contractor and the policies of insurance effected by the Contractor in order to comply with the requirements of Clause 6) and, without prejudice to the generality of the foregoing, shall not:
- 3.2.1. terminate or permit the termination of any Project Document to which it is a party (other than the Construction Sub-contract and the Operating Sub-contract, in respect of which the provisions of Clause 8.2 shall apply);
  - 3.2.2. make or agree to any amendment to or variation of any Project Document to which it is a party;
  - 3.2.3. depart from, or waive or fail to enforce any rights which it may have under, any of the Project Documents to which it is a party in any respect; or
  - 3.2.4. enter into, or permit the entry by the Operating Sub-contractor or the Construction Sub-contractor into, any agreement or document which would affect the interpretation or application of any of the Project Documents; or
  - 3.2.5. subject to the provisions of Clause 3.3, enter into any Subsequent Financing Agreements,
- in all cases without the prior written consent of the Authority which shall not be unreasonably withheld or delayed where the action in question:
- (a) does not and will not at any time have a material adverse effect on the ability of the Contractor to perform its obligations under the Contract; and
  - (b) does not, and will not at any time, increase the liabilities or potential liabilities of the Authority under the Contract (including, but not

restricted to, the amount of Lender Liabilities which may be payable by the Authority on the termination of the Contract at any time).

- 3.3. Notwithstanding the provisions of Clause 3.2, the prior written consent of the Authority shall not be required to any Subsequent Financing Agreement if the entering into of such Subsequent Financing Agreement:
  - 3.3.1. is solely for the purposes of a refinancing or rescheduling on arm's length terms; and
  - 3.3.2. does not and will not at any time have a material adverse effect on the ability of the Contractor to perform its obligations under the Contract; and
  - 3.3.3. does not, and will not at any time, increase the liabilities or potential liabilities of the Authority under the Contract (including, but not restricted to, the amount of Lender Liabilities which may be payable by the Authority on the termination of the Contract at any time).
- 3.4. If at any time any amendment is made to any Project Document, the Contractor is granted any waiver or release of any of its obligations under any Project Document, or any agreement is entered into which supersedes or replaces any of the Project Documents or which affects the interpretation of any of the Project Documents, then the Contractor shall deliver to the Authority a certified copy of each such amendment, release, waiver or agreement or (in so far as it is not in writing) a true and complete record thereof in writing within 15 days of the date of its execution or creation, certified a true copy by an officer of the Contractor.

## **4. Statutory Obligations**

- 4.1. In the event that the Contractor at any time is of the view that the terms of the Contract conflict with any Legislation, or any proposed Legislation, it shall immediately notify the Authority of its view. If the Authority, having considered such notification, is of the view that such a conflict exists and necessitates a variation of the terms of the Contract, the Authority and the Contractor shall use all reasonable endeavours to agree such a variation.
- 4.2. Notwithstanding the provisions of Clause 4.1, in the event that the Contractor is obliged to effect emergency compliance with any Legislation, the Contractor shall do so and immediately thereafter notify the Authority of such occurrence and use all reasonable endeavours to agree a variation of the terms of the Contract to the extent that they are inconsistent with such Legislation. The Contractor shall not be in breach of the Contract in the event that it complies with any Legislation where it is in conflict with the terms of the Contract provided always that the Contractor shall depart from the terms of the Contract solely to the extent strictly necessary to comply with the Legislation and, for the avoidance of doubt, the failure of the Contractor to comply with the terms of the Contract in such circumstances shall not of itself amount to an Event of Default.



## 5. Indemnity

- 5.1. Subject to compliance by the Authority with Clause 5.4, the Contractor shall indemnify and keep indemnified the Authority and all agents, employees or representatives of the Authority in respect of all Claims made against the Authority, its agents, employees or representatives, by any person (including any agent, employee or representative of the Authority) and all Losses which are made against, or are incurred by, the Authority, its agents, employees or representatives (including but not restricted to any Claims or Losses in respect of any loss of or damage to any property or any injury to or sickness or death of any person) arising directly or indirectly out of or in connection with the Site, the Prison, the Services, the Works, the Contract or the performance or breach or negligent performance or failure in performance of any of the Contractor's obligations under the Contract, in all cases whether arising by reason of the negligence of the Contractor, any Sub-contractor or any agent, employee or representative of the Contractor or any Sub-contractor or otherwise.
- 5.2. Clause 5.1 shall not apply to:
  - 5.2.1. any Claims or Losses to the extent that they arise directly from the negligence of the Authority or any agent, employee or representative of the Authority, or any failure of the Authority to comply with its obligations under the Contract;
  - 5.2.2. any Claims or Losses to the extent that they arise directly from the performance by the Authority, its agents, employees or representatives of its obligations under or in respect of the Contract, other than any Claims or Losses which arise out of or in connection with any action taken by the Authority pursuant to section 111 of the Criminal Justice and Public Order Act 1994, in respect of which the provisions of Clauses 5.1 and 48.3 shall apply;
  - 5.2.3. any business rates in respect of the Prison or the Site (or any contributions made by or requested from a Minister of the Crown in lieu thereof) or any tax or charge imposed in substitution therefor;
  - 5.2.4. any circumstances in respect of which compensation or liquidated damages is received by the Authority from the Contractor pursuant to any other provision of the Contract; and
  - 5.2.5. any Losses incurred by the Authority or any employee, agent or representative of the Authority in connection with a breach by the Authority of any public procurement rules.
- 5.3. If the Contractor pays to the Authority an amount in respect of any Claim or Loss in accordance with Clause 5.1 and the Authority subsequently recovers (whether by payment, discount, credit, saving, relief or other benefit or otherwise howsoever) a sum which is directly referable to the event or circumstances giving rise to the Claim or Loss, the Authority shall forthwith repay to the Contractor the lesser of:

- (a) an amount equal to the sum recovered (or the value of the savings or benefit obtained), less the full amount of any costs and expenses incurred by the Authority in recovering the same; or
- (b) the amount actually paid by the Contractor to the Authority in respect of the Claim or Loss,

provided always that nothing in the foregoing shall have the effect of binding the Authority to take any steps to recover any such sum (whether by payment, discount, credit, saving, relief or other benefit or otherwise howsoever).

5.4. The Authority shall promptly notify the Contractor of any Claim made or brought against it, or any of its agents, employees or representatives, to which the indemnity provided for in Clause 5.1 may apply. The Contractor shall comply with any reasonable request by the Authority for information for the purpose of contesting any such Claim (and if it fails to do so on any occasion shall indemnify the Authority in accordance with Clause 5.1 notwithstanding any subsequent failure by the Authority to comply with this Clause 5.4). The Authority shall keep the Contractor informed as to the progress and status of any such Claim until such Claim is determined, dismissed, settled or withdrawn. In contesting any such Claim, the Authority shall not knowingly take or fail to take any action which prejudices any entitlement of the Contractor to recover any proportion of the Claim from any insurer in terms of any insurance policy maintained by the Contractor in accordance with the provisions of Clause 6. The Authority shall not settle any such Claim without giving to the Contractor 10 days' prior written notice of its intention to do so. If the proposed settlement would prejudice the entitlement of the Contractor to recover any proportion of the Claim from any insurer in terms of any insurance policy maintained by the Contractor in accordance with the provisions of Clause 6, and the Contractor so notifies the Authority within the said 10 day period, the Authority shall not settle the Claim but shall continue to defend it unless the Authority has obtained opinion from Counsel that the proposed settlement is reasonable and that it has no reasonable prospect of successfully defending the Claim.

5.5. In addition to the indemnity given under Clause 5.1, the Contractor shall indemnify and keep indemnified the Authority and all agents, employees or representatives of the Authority in respect of all Claims which are made against the Authority, its agents, employees or representatives, by any person (including any agent, employee or representative of the Authority) and all Losses which are incurred by the Authority, its agents, employees or representatives arising directly or indirectly out of or in connection with:

5.5.1. any personal injury (including sickness or death) suffered by any member of any Incident Command Teams deployed at the Prison in accordance with section 7.8 of Part 1 of Schedule D, whether caused by another member of any such Incident Command Team, a Prisoner or any other person;

5.5.2. any injury (including sickness or death) to, or any loss or damage to the property of, any person (other than the Contractor and the Operating Sub-contractor and each of their employees) arising from, or contributed to by, any act or omission of any member of any such Incident Command Team,

in all cases whether arising by reason of the negligence of the Contractor, any Sub-contractor or any agent, employee or representative of the Contractor or any Sub-contractor or otherwise. For the avoidance of doubt, it is hereby expressly declared that the provisions of this Clause 5.5 shall apply whether the member of any such Incident Command Team who suffers injury, or who causes injury to, or loss or damage to the property of, any person, is an employee of the Authority or the Contractor or otherwise, and whether any such Incident Command Team is under the direction and control of the Authority or the Contractor or any other person.

5.6. In the event that any Prisoner Custody Officer employed by the Contractor is deployed at any prison, young offenders' institution or other establishment (other than the Prison) as part of an Incident Command Team in accordance with section 7.8 of Part 1 of Schedule D, the Authority shall indemnify and keep indemnified the Contractor and all agents, employees or representatives of the Contractor in respect of all Claims which are made against the Contractor, its agents, employees or representatives, by any person (including any agent, employee or representative of the Contractor) and all Losses which are incurred by the Contractor, its agents, employees or representatives arising directly or indirectly out of or in connection with:

5.6.1. any personal injury (including sickness or death) suffered by such Prisoner Custody Officer while deployed at such institution as a member of any Incident Command Teams, whether caused by another member of any such Incident Command Team, a Prisoner or any other person; and

5.6.2. any injury (including sickness or death) to, or any loss or damage to the property of, any person (other than the Authority and its employees) arising from, or contributed to by, any act or omission of such Prisoner Custody Officer,

in all cases whether arising by reason of the negligence of the Authority, or any agent, employee or representative of the Authority or otherwise. For the avoidance of doubt, it is hereby expressly declared that:

(a) the provisions of this Clause 5.6 shall apply whether any such Incident Command Team is under the direction and control of the Authority or the Contractor or any other person; and

(b) in the event that any Prisoner Custody Officer employed by the Contractor is deployed at the Prison as part of any Incident Command Teams, the provisions of Clause 5.5 shall apply rather than the provisions of this Clause 5.6.

- 5.7. Except as expressly provided in the Contract, the Contractor shall not make any claim against the Authority or any agent, employee or representative of the Authority in respect of any Claim made against the Contractor (or against any other person, whether or not employed by the Contractor or his Sub-contractors) or any Loss sustained by the Contractor (or by any other person, whether or not employed by the Contractor or his Sub-contractors) by reason of or arising out of or in any way connected with the Site, the Prison, the Services, the Works, the Contract or the performance or breach or negligent performance or failure in performance of any of the Contractor's obligations under the Contract, save that (subject to Clause 5.5) where any such Claim or Loss is caused or contributed to by the gross negligence of the Authority or any agent, employee or representative of the Authority or the persistent and material breach by the Authority of its obligations under the Contract, the Authority will indemnify and keep indemnified the Contractor to the extent to which such Claim or Loss is so caused or contributed to as aforesaid, subject, mutatis mutandis, to the limits and qualifications set out in Clause 5.2 and 5.8.
- 5.8. The total liability of the Contractor in respect of Claims and Losses to which Clause 5.1 applies shall be limited to £5,000,000 Index Linked in respect of any Claims or Losses arising from a single event or series of connected events, subject always to a maximum total of £25,000,000 Index Linked in respect of any Claims or Losses arising from an event or events in any Performance Year.
- 5.9. In addition to the indemnity provided for by Clause 5.5, the Contractor shall pay to the Authority the costs and expenses incurred by the Authority in relation to the deployment of any Incident Command Teams at the Prison (including, but not restricted to, the costs and expenses incurred by the Authority of the staff used in connection with the deployment of any Incident Command Teams for the time they are so used) and a reasonable charge in respect of administrative expenses incurred by the Authority in relation to such deployment, all within 30 days of receipt of an invoice in respect thereof.

## **6. Insurance**

- 6.1. Subject to Clauses 6.10 and 6.14, but without prejudice to its obligations under Clause 13, the Contractor shall keep in full force and effect throughout the duration of the Contract (except as otherwise expressly provided) the insurances specified in Schedule N in an amount which (notwithstanding any reference to any sums insured in Schedule N) is adequate and sufficient to cover the potential liabilities of the Contractor which may arise out of or in connection with the Works or the Services or any of them. Without prejudice to the generality of the foregoing, the Contractor shall ensure that where such insurances provide cover in respect of risks relating to damage to the Assets, such insurances shall cover all such risks and be to the full replacement value of the Assets.
- 6.2. The Contractor shall ensure that each and any policy of insurance required under this Clause 6 complies in all respects with the provisions of Schedule N

(including, for the avoidance of doubt, the relevant endorsements referred to therein) and, without prejudice to the generality of the foregoing:

- 6.2.1. is taken out with the insurer named in Schedule N, or where no such insurer is named, an insurer approved by the Authority in writing (such approval not to be unreasonably withheld or delayed); and
  - 6.2.2. is maintained in force for the period specified in respect of such policy in Schedule N, or where no such period is specified, for one year.
- 6.3. On each and every occasion where any part of the Assets is or are destroyed or damaged (and for this purpose, each occasion of destruction or damage which occurs as part of a related series of events shall be deemed to be a single occasion of destruction or damage), and the amount of the Insurance Proceeds in respect of such destruction or damage is above the Insurance Threshold Amount, the Contractor shall, unless otherwise specified by the Authority, ensure and procure that all monies payable under any insurance policy in terms of which the Authority is an insured party (excluding, for the avoidance of doubt, any policy of business interruption insurance and the professional indemnity insurance maintained during the construction phase) taken out in accordance with this Clause 6 in respect of such destruction or damage are paid by the insurer into an account established for such purpose in the name of the Authority at a bank to be nominated by the Authority and shall advise their insurers accordingly. Subject to Clause 13.3, such monies shall only be released to the Contractor by the Authority against an application for payment by or on behalf of the Contractor in respect of the costs and expenses incurred by it prior to the date of such application in connection with the repair, renewal, rebuilding or making good of the Prison, accompanied by such supporting information as the Authority may reasonably require, provided always that:
- 6.3.1. the Authority shall not be bound to release any such monies to the Contractor in accordance with the foregoing unless and until:
    - (a) the said costs and expenses incurred by the Contractor exceed the amount of the deductibles specified in Schedule N, which amount shall be the liability of the Contractor; and
    - (b) the Independent Engineer has certified to the Authority that Works or Services to the value of the amount applied for by the Contractor have been carried out in accordance with the appropriate provisions of, and to the standards specified in, the Contract (including, but not restricted to, Clause 13); and
  - 6.3.2. the Authority may deduct and retain 10% of the total amount of such sum from each sum paid to the Contractor in accordance with this Clause 6.3. The sums so retained shall be paid to the Contractor only if and when the Independent Engineer certifies that the repair, renewal, rebuilding or making good of the Prison by the Contractor has been completed. In the event that such a certificate is not granted within a reasonable period of the commencement of such repair, renewal,

rebuilding or making good of the Prison, for any reason whatsoever, the sums so deducted and retained shall thereafter vest in the Authority, who shall have no liability to pay same to the Contractor.

- 6.4. Where in accordance with Clause 13.3.2(c) the Authority has terminated the Contract, or where in accordance with Clause 13.3.2(b) the Authority has issued a Notice of Change, the Contractor shall pay to the Authority an amount equal to any excesses deducted or other deductions validly made by the insurers from any insurance monies paid to and retained by the Authority as a consequence of such termination or Notice of Change.
- 6.5. The Contractor shall, on or before the date falling 30 days after the Date of Signature and thereafter whenever any insurance policy maintained pursuant to this Clause 6 expires and further whenever required by the Authority, provide evidence to satisfy the Authority that insurance has been taken out and is being maintained by the Contractor as required by this Clause.
- 6.6. The Contractor shall inform the Authority in writing as soon as reasonably practical after it becomes aware of the occurrence of any event which may give rise to a claim under a policy of insurance required by this Clause 6 where the amount of such claim is likely to be above the Insurance Threshold Amount (and, in the case of the Professional Indemnity insurance maintained during the Construction Phase, arises in relation to the carrying out of the Works) and will ensure that the Authority is kept fully informed of subsequent action and developments concerning the claim. The Contractor will take such steps as necessary or appropriate to ensure that in respect of any event or claim of a like nature arising out of or relating to the operation or responsibility of a Sub-Contractor, such Sub-contractor takes in relation to the Contractor like action to that which the Contractor is required to take under this Clause 6.6 in relation to the Authority and shall inform the Authority promptly of information thus received from any Sub-contractor.
- 6.7. The Contractor shall procure the issue of a broker's letter of undertaking in the form specified in Part 3 of Schedule N in relation to each policy of insurance maintained in accordance with this Clause 6 within 14 days of the Date of Signature.
- 6.8. As soon as the Contractor considers that on expiry of any policy of insurance maintained by it in compliance with its obligations under this Clause 6 in respect of which the Authority is a named Insured Party, it will be unable to obtain a replacement policy of insurance at what it considers to be a commercial price (taking into account its obligations under this Contract, the Sub-contracts and the Senior Financing Agreements and the price and terms at which such insurance has previously been available) in the worldwide insurance market which complies with this Clause 6 and Schedule N, it shall inform the Authority of same by Notice. Such Notice shall contain the Contractor's proposals (the "Proposals") as to what it considers reasonable and appropriate to mitigate, manage and control the relevant uninsured risks (which proposals will include measures to share the risks and costs associated with the absence of insurance) and, where the Proposals include the Contractor being permitted to continue to provide the Services without obtaining such a

replacement policy of insurance notwithstanding the provisions of this Clause 6, shall be accompanied by details of the financial resources which are available to the Contractor to meet any claim which may be made against it arising out of or in connection with the Contract or the Services.

- 6.9. Upon receiving such Notice as is referred to in Clause 6.8, the Authority shall if it reasonably considers that such insurances are not available at a commercial price in the worldwide insurance market, and such unavailability is not caused by an action or omission of the Contractor or any Sub-contractor, promptly consult in good faith with the Contractor for a period of 60 days from the Authority receiving Notice from the Contractor under Clause 6.8. If, at the end of such 60 day period, the parties cannot agree the Proposals (or any amendments to them), then either party may terminate the Contract by giving 30 days' written notice to the other, provided always that the Contractor shall not be entitled to terminate the Contract in accordance with the provisions of this Clause in the event that any time during the said 60 day period the Authority offers to act as insurer in accordance with the provisions of Clause 6.14. The Contractor shall provide such information as the Authority may reasonably require during the said 60 day period in relation to the insurance policy to which the Notice given under Clause 6.8 applies and, without prejudice to the foregoing generality, to enable it to determine whether or not it should offer to act as insurer in accordance with Clause 6.14. If the Contract is terminated under this Clause 6.9, then subject to Clauses 6.10 and 42.4, the Authority will pay to the Contractor the Lender Liabilities.
- 6.10. Where the Proposals include the Contractor being permitted to continue to provide the Services without obtaining a replacement policy of insurance for that which is referred to in the Notice given under Clause 6.8 notwithstanding the provisions of this Clause 6, then provided that the Contractor has available to it Sufficient Financial Resources prior to the end of the 60 day period referred to in Clause 6.9, the Authority shall either:
- 6.10.1. terminate the Contract, in which case the Authority shall pay to the Contractor the Lender Liabilities and a sum calculated in accordance with Schedule H; or
- 6.10.2. waive any obligation which the Contractor may have in terms of this Clause 6 or Schedule N (either in respect of the particular policy of insurance which the Contractor is unable to obtain or generally). Such waiver may be revoked by the Authority at any time in the event that:
- (a) it reasonably considers that the insurances referred to in the Notice given under Clause 6.8 are available at a commercial price in the worldwide insurance market, in which case the Contractor shall promptly following notification by the Authority effect or procure such insurance in accordance with the foregoing provisions of this Clause 6 and Schedule N; or
- (b) the Contractor does not have Sufficient Financial Resources available to it, in which case, the Authority may terminate the

Contract immediately and will pay to the Contractor the Lender Liabilities.

- 6.11. In the foregoing Clauses 6.9 and 6.10, “Sufficient Financial Resources” means financial resources which, taking into account the liabilities and potential liabilities of the Contractor and any other parties making financial resources available to it, and taken together with any relevant policies of insurance which continue to be available to the Contractor, are adequate and sufficient to cover any actual and potential liabilities of the Contractor arising out of or in connection with the Works or the Services or any of them. “Financial resources” include, but are not limited to, any guarantee or undertaking by any person to make available to the Contractor funds to meet any liabilities which the Contractor may have in relation to its involvement in the Works or the Services or any of them.
- 6.12. In the event that the Authority reasonably considers that the insurances referred to in the Notice given under Clause 6.8 are available at a commercial price in the worldwide insurance market, then the Contract shall continue and the Contractor shall effect or procure such insurance in accordance with the foregoing provisions of this Clause 6.
- 6.13. In the event that the Authority reasonably considers that any insurances referred to in the Notice given under Clause 6.8 are not available at a commercial price by reason of any action or omission of the Contractor or any Sub-contractors, the Authority may, by Notice to the Contractor terminate the Contract in accordance with Clause 38.1.1(a), the failure by the Contractor to obtain such policy of insurance being deemed to be a failure to observe a term of the Contract which has a material effect on the performance of the Services as a whole.
- 6.14. At any time during the 60 day period referred to in Clause 6.9, the Authority may confirm in writing that from the end of the said 60 day period it will provide insurance to the Contractor, effective from the date on which such notice is given, with the level of deductibles referred to in Schedule N on terms which are normal in the United Kingdom in respect of the policy of insurance which the Contractor has been unable to obtain and subject to the following additional terms:
- 6.14.1. the Contractor shall do all things necessary to ensure that the Authority has a right of subrogation against the Operating Sub-contractor and the ultimate parent company or companies of the Operating Sub-contractor effective from the date on which the insurance provided by the Authority under this Clause 6.14 becomes effective;
- 6.14.2. the Contractor shall pay to the Authority annually a sum equal to 125% of either:
- (a) the annual premium which the previous insurer charged for insuring under the policy of insurance which the Contractor has been unable to obtain; or



- (b) if no commercial insurer previously covered the risks covered by the said policy of insurance, the annual amount stated in the Finance Plan as the cost attributable to the insurance of the risks in question, provided always that:
  - (i) the amount payable to the Authority by virtue of this Clause 6.14.2 (b) shall never be less than the amount which would have been payable under the Clause 6.14.2 (a); and
  - (ii) where the Authority has provided insurance to the Contractor for more than one year, the amount payable to the Authority shall never be less than the amount payable to the Authority for the year immediately preceding the commencement of the year to which the insurance relates Index Linked.

In either case, such sum shall be deducted from the Contract Price at approximately the same time and in approximately the same proportions so as to reflect as nearly as possible the manner in which payment would have been made to a commercial insurer providing the same insurance cover;

6.14.3. the sum insured under the appropriate policy shall be deemed to be the sum determined in accordance with the provisions of this Clause 6 and Schedule N, or where there are no such provisions providing for the amount to be insured, the sum insured under the previous policy Index Linked; and

6.14.4. such insurance shall continue only until the Authority gives Notice to the Contractor that it reasonably considers that the insurances referred to in the Notice given under Clause 6.8 are available at a commercial price in the worldwide insurance market, in which case the Contractor shall promptly following notification by the Authority effect or procure such insurance in accordance with the foregoing provisions of this Clause 6 and Schedule N.

6.15. Notwithstanding any other provision of the Contract, the Authority agrees that it shall not be entitled to terminate this Contract prior to the Actual Opening Date on the ground that any of the insurances required under this Clause 6 and Schedule N are not available, or have not been maintained in accordance with this Clause 6 and Schedule N.

## **7. Changes to Services**

7.1. Subject to Clause 7.5, the Authority may add to, delete, vary or alter the extent of the Services by giving a Notice of Change to the Contractor provided always that no such Notice of Change may be given which would result in the Prison being used as a women's prison or which would require more than five Category A Prisoners to be housed in the Prison.

- 7.2. In circumstances which the Authority in its sole discretion considers to constitute an emergency, or the Authority in its sole discretion considers that the changes to the Services set out in the Notice of Change are required urgently for whatever reason, the Authority shall specify that it so considers in the Notice of Change, the changes specified therein shall come into effect on the date on which the Notice of Change is received by the Contractor, the terms of the Contract shall be deemed to be changed as set out in the Notice of Change and the value of C (as that expression is defined in paragraph 8 of Schedule E) (hereinafter referred to as "C") shall be varied as set out in Clause 7.3.
- 7.3. In the event that the Authority gives a Notice of Change in accordance with Clause 7.2, or when the Authority gives notice in accordance with Clause 7.4.2, the Authority shall set such provisional change (if any) to C as it considers fair and reasonable until such time as C is varied (or not varied) as agreed by the Authority and the Contractor or is determined in accordance with the procedure specified in Clause 63, and C shall be deemed to be so changed on a provisional basis. In determining what provisional change to C is fair and reasonable, it is hereby expressly declared that the Authority may have regard to the provisions of Clause 7.14. In the event that the provisional C set by the Authority is less than C as so agreed or determined pursuant to Clause 63, an adjusting payment shall be made by the Authority to the Contractor in the amount of the difference between the amount actually paid to the Contractor over the period from the date the changes referred to in the Notice of Change became effective until the date upon which C was so agreed or determined and the amount which should have been paid had C as so agreed or determined been agreed or determined on the date on which the changes referred to in the Notice of Change became effective, and vice versa by the Contractor to the Authority if the provisional C set by the Authority is more than the C as so agreed or determined, in either case within 30 days of such agreement or determination.
- 7.4. Otherwise than in circumstances to which Clause 7.2 applies, following service of any Notice of Change, the Contractor shall provide the Authority with a reasonable estimate of the increase or reduction in C (if any) which it believes should occur as a result of the changes to his obligations under the Contract set out in the Notice of Change within 7 days of the date of the Notice of Change. Any such estimate shall be accompanied by a reasonably detailed breakdown of the manner in which that estimate is calculated and such other information as the Authority may reasonably require from time to time. The Authority may accept or reject such estimate. In the event that the Authority accepts such estimate, the changes referred to in the Notice of Change shall come into effect, C shall change as set out in the Contractor's estimate, and the terms of the Contract shall be deemed changed as set out in the Notice of Change, all with effect from the receipt by the Contractor of the Authority's notice of acceptance to the Contractor (or, if later, the date on which the changes are to have effect as specified in the Notice of Change)(except when the changes referred to in the Notice of Change require the Contractor to procure building works upon the Site or the changes cannot be reasonably effected immediately, in which case the Authority shall allow

the Contractor such further period to effect such changes as is reasonably necessary). If the Authority rejects such estimate, it may either:

- 7.4.1. withdraw the Notice of Change by written notice to the Contractor; or
  - 7.4.2. give written notice to the Contractor that the changes referred to in the Notice of Change shall come into immediate effect, in which case the changes referred to in the Notice of Change shall come into effect and the terms of the Contract shall be deemed changed as set out in the Notice of Change, all with effect from the receipt by the Contractor of the said written notice (or, if later, the date on which the changes are to have effect as specified in the Notice of Change). The Parties shall use all reasonable endeavours to negotiate and agree the variation to C which should be made as consequence of the Contractor implementing such Notice of Change. If the parties fail to agree within 28 days of the date of the Authority giving written notice to the Contractor that the changes referred to in the Notice of Change shall come into immediate effect, either of the Parties shall be entitled to refer determination of the same to the disputes resolution procedure specified in Clause 63. Pending resolution of same, the provisions of Clause 7.3 shall apply.
- 7.5. In the event that the Notice of Change would result in an obligation on the Contractor to incur any One - off Expenditure, the Contractor shall use all reasonable endeavours to obtain finance on such reasonable conditions (including interest rate) available in the market as a whole from the Funders or other commercial sources for such One - off Expenditure. If the Contractor obtains an offer of such finance within two weeks (or, in respect of any Notice of Change served after the date of the Engineer's Declaration, within four weeks) of the date of the Notice of Change, the Contractor shall provide a written estimate of the amount of One - off Expenditure which it believes is required to comply with the Notice of Change together with two estimates of the increase or decrease in C which it believes should occur as a result of the changes set out in the Notice of Change, one which includes the cost of such finance, and one which excludes it. Any such estimate or estimates shall be accompanied by a reasonably detailed breakdown of the manner in which that estimate is calculated, an explanation as to the interest rate at which such finance has been made available and such other information as the Authority may reasonably require from time to time. The Authority may accept such estimate or estimates or request that an alternative estimate or estimates be submitted taking into account such factors as the Authority may notify the Contractor of, and following such request the Contractor shall submit a different estimate or estimates, following which:
- 7.5.1. if the Authority accepts the Contractor's estimate which includes the cost of financing the relevant One - off Expenditure, the Notice of Change shall come into effect in the same manner and subject to the same conditions as those referred in Clause 7.4 following the Authority's acceptance of the Contractor's estimate referred to in that Clause;

7.5.2. if the Authority accepts the Contractor's estimate which excludes the cost of financing the relevant One - off Expenditure, then:

- (a) the Authority shall be liable to reimburse the Contractor for such One - off Expenditure in accordance with the reimbursement mechanism specified in Clause 7.7 or, if the Authority does not accept such estimate, for such amount of One - off Expenditure as is agreed or determined in accordance with Clause 7.7;
- (b) the Notice of Change shall come into effect once the amount of the One - off Expenditure has been agreed or determined in accordance with Clause 7.7 (or, if later, the date on which the changes specified in the Notice of Change are to have effect as specified in the Notice of Change); and
- (c) C shall be varied (or not varied, as the case may be) as set out in the Contractor's estimate, and the terms of the Contract shall be deemed to be changed as set out in the Notice of Change, at the same time as the Notice of Change comes into effect; and

7.5.3. if the Authority rejects the Contractor's estimate of the amount of the relevant One - off Expenditure, or both of its estimates as to the variations to C, then the Authority shall either:

- (a) withdraw the Notice of Change by written notice to the Contractor; or
- (b) give written notice to the Contractor that the amount of One - off Expenditure shall be agreed or determined in accordance with Clause 7.7 and any variation to C shall be determined in accordance with the procedure specified in Clause 63. In the event that the Authority gives such written notice, the Notice of Change shall come into effect once the amount of the One - off Expenditure has been agreed or determined in accordance with Clause 7.7.

7.6. If despite the Contractor's reasonable endeavours, the Contractor fails to obtain finance for such One - off Expenditure, the Contractor shall within two weeks of the date of the Notice of Change provide the Authority with a written estimate of the amount of One - off Expenditure which it believes is required to comply with the Notice of Change together with its estimate of any increase or decrease in C (if any) which it believes should occur as a result of the changes set out in the Notice of Change. Such estimates shall be accompanied by a reasonably detailed breakdown of the manner in which they are calculated and such other information as the Authority may reasonably require from time to time. The Authority may accept such estimates or either of them or request that an alternative estimate or estimates be submitted taking into account such factors as the Authority may notify the Contractor of, and following such request the Contractor shall submit a different estimate or estimates, following which:

- 7.6.1. if the Authority accepts both of the Contractor's estimates, the Notice of Change shall come into effect in the same manner and subject to the same conditions as those referred in Clause 7.4 following the Authority's acceptance of the Contractor's estimate referred to in that Clause; and
- 7.6.2. if the Authority rejects the Contractor's estimate of the amount of the relevant One - off Expenditure, or its estimate as to the variations to C, then the Authority may either:
- (a) withdraw the Notice of Change by written notice to the Contractor; or
  - (b) give written notice to the Contractor that the amount of One - off Expenditure shall be agreed or determined in accordance with Clause 7.5 and any variation to C shall be determined in accordance the procedure specified in Clause 63.
- 7.7. In the event that the Authority rejects any estimate of the amount of the relevant One - off Expenditure submitted by the Contractor in accordance with either Clause 7.5 or Clause 7.6, the amount of such One - off Expenditure and the manner of its payment shall be determined in accordance with this Clause 7.7. The parties shall attempt to agree an estimate of such One - off Expenditure but if no agreement is reached within 28 days of the Authority's rejection of the original estimates, the amount of the One - off Expenditure shall be decided in accordance with the procedure specified in Clause 63. Once the amount has been agreed or determined, unless the Authority has given notice to the Contractor within 7 days of the date of agreement or determination of the estimate that the Notice of Change is withdrawn (in which case, the Notice of Change shall be deemed to be null and void and the Contract shall continue as if the Notice of Change had not been issued), the Contractor shall procure that all that is necessary is done in order to comply with the Notice of Change. During execution by the Contractor of all necessary works to comply with the Notice of Change, the Authority shall reimburse the Contractor within 30 days of receipt of an invoice in respect of those parts of such works which have been completed, subject to an aggregate maximum payment of the agreed amount of One - off Expenditure or the amount of One - off Expenditure determined in accordance the procedure specified in Clause 63.
- 7.8. At the same time that the Contractor provides any estimate or estimates to the Authority under any of Clauses 7.4 or 7.5 or 7.6, it shall also provide the Authority with a proposal as to whether the Finance Plan should change, and if so, in what manner. Subject to Clause 7.9, once the contents of the Notice of Change have come into effect, the Authority shall accept such proposal or reject it within 7 days. If the Authority accepts the proposal, the Finance Plan will automatically be deemed changed as proposed; if the Authority rejects the proposal, the parties shall attempt to agree the manner in which the Finance Plan should be changed but if no agreement is reached within 7 days of the Authority's rejection, the matter shall be decided in accordance with the procedure specified in Clause 63.

- 7.9. If any matter referred to in Clauses 7.3, 7.4, 7.5, 7.6 or 7.7 is determined in accordance with the procedure specified in Clause 63, the manner in which the Finance Plan is to be changed shall be determined at the same time and in the same way.
- 7.10. The Contractor shall not make any changes to the Custodial Services or to the Works without the prior written consent of the Authority. Any change to the Works proposed by the Contractor may only be requested by the Contractor in the manner set out in Part 3 of Schedule L. In the event of any change in the costs of the Contractor resulting from any changes to the Works or any change to their design, there shall be no variation in C unless the costs incurred by the Contractor have decreased as a result of changes to the Works, then the Authority may request a variation in C pursuant to this Clause 7 which shall take into account such cost savings to the Contractor to reduce the amount of C as though the consent of the Authority to the Contractor's request under this Clause 7 were a Notice of Change, provided always that if any change proposed by the Contractor arises from a Security Technology Change, the provisions of Clause 33.3 shall take precedence over this Clause 7.
- 7.11. Any change to C which is determined under this Clause 7 shall be determined in accordance with the principles set out in Clause 33.4 and shall include any costs arising as a result of any delay in the completion of the Works caused by a Notice of Change becoming effective.
- 7.12. The Contractor shall take all steps necessary to minimise any increase and to maximise any decrease in the costs of providing the Services which should occur or occurs as a result of the changes to the Services under any Notice of Change.
- 7.13. It shall not be deemed a change to any of the Contractor's obligations under the Contract and there shall not be any variation of C if:
- 7.13.1. the Authority requires any Additional Prisoner Places;
  - 7.13.2. subject to the proviso in Clause 7.1, the categories of Prisoner or the numbers of Prisoners or of any particular category of Prisoner which the Authority provides to fill the Prisoner Places changes;
  - 7.13.3. the operation of the Prison changes in any way within the parameters set out in Schedule D;
  - 7.13.4. the Authority requires any amendments to be made to the Operational Proposals in accordance with Clause 15.
- 7.14. The foregoing provisions of this Clause 7 shall apply subject always to the following:
- 7.14.1. C shall only be increased in respect of any change to the Services as a result of any Notice of Change if:
    - (a) the increase to C which would occur by reason of the change to the Services is equal to or greater than 1% of the value of C at

the time immediately prior to the giving of such Notice of Change; or

- (b) the increase to C which would occur by reason of the change to the Services when taken together with other such increases to C which would have taken effect previously during the same year but for the provisions of this Clause 7.14.1 (excluding any increase in C which has taken effect by virtue of the provisions of Clause 7.14.1(a)), is in total equal to or greater than 1% of the value of C immediately prior to the giving of such Notice of Change;

7.14.2. in the event that C is increased in respect of any change to the Contractor's obligations under the Contract under any Notice of Change in accordance with Clause 7.14.1(b) then:

- (a) C shall be increased by the cumulative value of all of the increases to C which would have taken effect previously during the same year but for the provisions of Clause 7.14.1 in addition to the increase in C which is made in respect of the specific change to the Contractor's obligations under the Contract under that Notice of Change, all with effect from the date on which the Notice of Change became effective; and
- (b) as from the date on which that Notice of Change became effective, the increase in C which has been made during that year shall, for the purposes of this Clause 7.14 be deemed to be zero.

## **8. Assignment and Sub-contracting**

8.1. The Contractor shall not, without the prior written consent of the Authority (not to be unreasonably withheld or delayed):

- 8.1.1. sub-contract to any other person any obligation which it may have under the Contract, or otherwise permit any other person to perform any of its obligations under the Contract by any means whatsoever, provided that, subject to the other provisions of this Clause 8, the Authority hereby consents to the sub-contracting of such obligations as are contained in the Sub-contract entered into by the Contractor with the Construction Sub-contractor named in Clause 1.1.16 in accordance with the Construction Sub-contract and such part of the Custodial Services as are sub-contracted to the Operating Sub-contractor named in Clause 1.1.77 in accordance with the Operating Sub-contract;
- 8.1.2. assign, sell or otherwise dispose of to any other person by any means whatsoever the Contract or any part thereof, or any right or liability or interest therein or thereunder; or
- 8.1.3. create or allow to subsist any security, encumbrance, trust or interest in the Land, the Prison, the Assets, the Contract, the Construction Sub-

contract or the Operating Sub-contract or any other contract entered into by the Contractor in respect of the performance of the Services (whether a Sub-contract or otherwise) or any part thereof or any right or liability or interest therein or thereunder.

- 8.2. The Contractor shall not terminate the engagement or employment of the Construction Sub-contractor or the Operating Sub-contractor without the prior written consent of the Authority (not to be unreasonably withheld or delayed).
- 8.3. In the event that the Authority does consent to the sub-contracting of any of the Contractor's obligations under the Contract to a Sub-contractor, the Contractor shall, unless the Authority otherwise agrees, ensure and procure that:
  - 8.3.1. each such Sub-contractor assumes obligations direct to the Authority corresponding to those imposed in Clauses 49 and 50;
  - 8.3.2. each such Sub-contractor is, and all Staff employed by each such Sub-contractor are, under an obligation of confidence owed to the Authority not to disclose any information acquired during the course of that employment otherwise than in the proper discharge of their duties or as authorised by the Authority;
  - 8.3.3. the Construction Sub-contractor provides a collateral warranty to the Authority in the appropriate form set out in Schedule O;
  - 8.3.4. each Sub-contract provides that the Sub-contractor appointed under it shall not assign the Sub-contract to which it is a party, or further sub-contract or otherwise dispose of, transfer or make over to any other person by any means whatsoever any obligation which it may have under such Sub-contract, in all cases without the prior written consent of the Authority (not to be unreasonably withheld or delayed); and
  - 8.3.5. any limitation of the liability of the Sub-contractor does not exceed a level agreed to in writing by the Authority.
- 8.4. The Contractor shall not be relieved or excused of responsibility or liability under the Contract, nor shall performance of its obligations be affected, by the appointment of any Sub-contractor, supplier or consultant or any other delegation of its duties under the Contract.
- 8.5. Where the Contractor enters into a Sub-contract with a Sub-contractor for the purpose of performing any of the Contractor's obligations under the Contract, it shall cause a term to be included in such Sub-contract which requires payment by the Contractor to the Sub-contractor within a specified period not exceeding 45 days from receipt of a valid invoice by the Contractor from such Sub-contractor.
- 8.6. The prohibitions specified in Clauses 8.1.2 and 8.1.3 shall not apply to:
  - 8.6.1. any security or assignation by way of security over the Contract or any part thereof granted or to be granted by the Contractor in favour of the



Funders pursuant to the Financing Agreements and/or in favour of the Shareholders as subordinated lenders;

- 8.6.2. any assignation or other disposal of the Contract or any part thereof or any advantage or benefit or interest therein or thereunder in accordance with the provisions of the Direct Agreement; or
- 8.6.3. any Sub-contract entered into by the Contractor in accordance with the provisions of this Clause 8.
- 8.7. The Authority may assign his interest in the Contract in whole or in part to any person, or jointly and severally to any persons, who shall assume all or part of the Authority's functions in relation to the Prison, or prisons generally provided always that, unless the person to whom the Authority's interest (or part thereof) in the Contract is assigned is another Minister of the Crown:
  - 8.7.1. the Authority shall guarantee that person's or persons' obligations under the Contract as so assigned; and
  - 8.7.2. the Authority shall obtain the Contractor's prior written consent to such assignation, which consent shall not be unreasonably withheld or delayed.

## **PART II - PROVISION**

### **9. The Land**

- 9.1. Prior to, or simultaneously with, the execution of the Contract, the Authority shall execute the Lease and deliver it to the Contractor. The Contractor shall thereafter execute and record the Lease as soon as reasonably practicable and in any event within two weeks of the Date of Signature. When recording the Lease, the Contractor shall at its own expense request and thereafter provide one extract of the Lease to the Authority (or an Office Copy Land Certificate in respect of the Contractor's interest under the Lease in lieu thereof) as soon as received from the Keeper. Subject always to, and without prejudice to, the provisions of Clause 9.2, the Authority will deliver to the Contractor on demand such documents as are in its possession as the Keeper of the Registers of Scotland may require to enable the Keeper to issue a Land Certificate in the name of the Contractor in respect of the Lease containing no exclusion of indemnity in terms of section 12(2) of the Land Registration (Scotland) Act 1979.
- 9.2. The Contractor has satisfied itself that the Authority has a valid title to the Land sufficient to grant the rights conferred on the Contractor by the Lease, and the Authority shall have no liability of whatsoever nature to the Contractor in respect of any costs or expenses sustained by the Contractor by or through any defect, failing, inadequacy or insufficiency of such title.
- 9.3. The Contractor shall, and shall ensure and procure that the Construction Sub-contractor, the Operating Sub-contractor and all other Sub-contractors, vacate

and leave the Land (and the Prison, whether wholly or partly completed) at the end of the Contract Period in such condition as is in accordance with the provisions of the Contract and the full and proper performance of the Contractor's obligations under the Contract.

- 9.4. The Contractor accepts the Land as in all respects in tenable condition and in all respects fit for the purpose for which the Land is made available to it. The Authority gives no warranty or undertaking of any nature as to the condition of the Land or that the Land is suitable or sufficient for the performance of the Services and shall have no liability of whatsoever nature to the Contractor in respect of any costs, expenses or losses sustained by the Contractor by or through any contamination, defect, failing, inadequacy or insufficiency in or of or affecting the Land for any purpose arising out of or connected with the performance of the Services.
- 9.5. The Authority shall pay and be liable for any business rates in respect of the Prison or the Site (or any contributions made or requested from a Minister of the Crown in lieu thereof) or any tax or charge imposed in substitution therefor. For the avoidance of doubt, it is hereby expressly declared that notwithstanding the foregoing, the Contractor shall pay and be liable for all charges in respect of water, sewerage, refuse disposal, electricity, gas, telephones and all other services and utilities provided to or in respect of the Site or the Prison from time to time.
- 9.6. The Contractor shall not, without the prior written approval of the Authority, other than in the performance of its obligations under the Contract:
  - 9.6.1. subject to Clause 13, execute any structural or other material work to the Prison;
  - 9.6.2. carry out any business or trading activity on or at the Land or Prison except activities in the ordinary course of running a prison which are permitted by Legislation;
  - 9.6.3. display or permit to be displayed any advertisement, sign or notice of any description outside the Prison unless such sign or notice is required to be displayed by Legislation; or
  - 9.6.4. permit the Land, the Site or the Prison to be used for any purpose other than the performance of the Contract.
- 9.7. The Contractor shall immediately on receipt give to the Authority a certified copy of all notices, permissions, orders or proposals for a notice or order given or issued to the Contractor by or on behalf of any Relevant Authority or any other person under or by virtue of any Legislation in respect of the Land, the Site or the Prison and if so required by the Authority (acting reasonably) shall make or join in making such objections or representations in respect of any such notice, order or proposal as the Authority may require. In the event that the notice, permission or order, or proposal for a notice or order, or anything arising or following on therefrom may, in the reasonable opinion of the Authority, have a material detrimental effect on either the performance of the

Services or the use of the Land as a Prison, then the Contractor shall make or join in making such objections or representations at its own expense; otherwise, the Authority shall reimburse all expenses reasonably and properly incurred by the Contractor in making such objections or representations.

- 9.8. The Contractor shall observe and perform all agreements, obligations, burdens, conditions and others referred to in the title deeds to the Land.
- 9.9. The rights conferred on the Contractor by the Lease and any provision of the Contract shall be subject always, and shall be without prejudice, to the other provisions of the Contract, and shall not restrict in any manner whatsoever the exercise of any rights, or the taking of any necessary steps to fulfil any duties, which the Authority may have under any Legislation by the Authority including, without prejudice to the generality of the foregoing, section 111 of the Criminal Justice and Public Order Act 1994.
- 9.10. The Contractor shall, at its own expense, and with the prior consent of the Authority (to both the obtaining and the terms of any of the aftermentioned servitude, right, licence or privilege, and which in both cases shall not be unreasonably withheld or delayed), obtain, and take all steps appropriate and necessary to perfect, maintain in force and enforce (including, but not restricted to, the recording or registration of any deed or document) all servitudes, rights, licences and privileges which may be required to enable them to carry out their obligations under this Contract and shall ensure and procure that all such servitudes, rights, licences and privileges are granted to, and in the name of, the Authority for the benefit of the Land and each and every part thereof. The Authority shall do all things reasonably necessary to assist the Contractor in obtaining such servitudes, rights, licences and privileges. The Contractor will inform the Authority in writing of any such servitudes, rights, licences and privileges which have been obtained or are being sought by or on behalf of the Contractor (whether by any Sub-contractor or otherwise). The Contractor shall, subject to the limits on liability specified in Clause 5.8, indemnify and keep indemnified the Authority against all Losses which the Authority may incur and all Claims which may be brought against the Authority, arising out of or in connection with the acquisition of such servitudes, rights, licences and privileges, any assistance rendered by the Authority to the Contractor in acquiring such servitudes, rights and licences, any steps taken to perfect, maintain in force and enforce them (whether by the Authority, the Contractor or any Sub-contractor), or their use (whether by the Authority, the Contractor or any Sub-contractor), and against all liabilities and obligations which the Authority may incur to such owner in respect of the servitudes, rights, licences and privileges that are granted to the Authority.
- 9.11. In the event of the assignation and/or transfer of the Contract with the consent of the Authority in accordance with the provisions of the Contract or the Direct Agreement, the Contractor shall surrender and renounce the Lease to the Authority with effect from the date of such assignation and/ or transfer and with effect from the date of such assignation and/ or transfer, the Authority shall grant a new lease (the "New Lease") on substantially the same terms and conditions as the Lease (except that the period of the New Lease shall be equal to the unexpired portion of the period commencing on the Contractual

Opening Date and ending on the twenty fifth anniversary of same) to the person who has the benefit of the Contract.

- 9.12. In the event that the Contractual Opening Date is not 16 March 1999, the Authority and the Contractor will within a reasonable period following the Contractual Opening Date execute a Minute of Variation of the Lease recording that the date of expiry of the Lease will correspond with the date of the expiry of the Contract Period. As soon as reasonably practicable after delivery of the executed Minute of Variation to the Contractor, the Contractor will arrange for its registration in the Land Register of Scotland and thereafter at the Contractor's expense provide one Extract of the Minute of Variation (or an Office Copy Land Certificate in respect of the Contractor's interest under the Lease duly amended to reflect the Minute of Variation in lieu thereof) to the Authority as soon as received from the Keeper.
- 9.13. Notwithstanding the terms of Clause 4.2 of the Lease, the Authority warrants and undertakes that it will not in any circumstances exercise its option to terminate the Lease other than where the Authority has validly terminated the Contract. In the event that the Authority does terminate the Lease without validly terminating the Contract, the Contractor may continue to occupy the Land for the purpose of providing the Services. The Authority and the Contractor acknowledge and agree that the Lease will come to an end and be of no further force and effect on the termination or expiry of the Contract and the Authority and the Contractor shall execute any deeds reasonably required to record the same. Determination of the Lease shall be without prejudice to any claim by either party against the other in respect of any antecedent breach of any condition contained in the Contract or the Lease.
- 9.14. Notwithstanding the provisions of Clause 8 of the Lease, the provisions of Clause 9.11 shall apply to the transfer of the Tenant's interest in the Lease in the event of the assignation and/ or transfer of the Contractor's interest in the Contract.
- 9.15. For the purposes of Clause 8.2 of the Lease, the Authority confirms its consent to the Contractor sharing occupancy of the Land with the Construction Sub-contractor and the Operating Sub-contractor (and their permitted sub-contractors) from time to time, any other approved sub-contractor of the Contractor and any Representative or administrators appointed in terms of the Direct Agreement.
- 9.16. Notwithstanding the terms of Clause 7 of the Lease, the Contractor's obligations are to design, construct, maintain and operate the Prison from time to time solely in accordance with the Contract.
- 9.17. Notwithstanding the provisions of Clause 8.1 of the Lease, the Contractor will be entitled to charge its interest in the Lease where such charge is permitted in terms of the Contract. Where the Authority has consented to the grant of a fixed security over the Lease in accordance with the Contract, the Authority shall deliver to the creditor under such fixed security such evidence as the Keeper of the Land Register may reasonably require that the Authority has

granted his consent to such fixed charge notwithstanding the terms of Clause 8.1 of the Lease.

- 9.18. Notwithstanding the provisions of Clause 11 of the Lease, nothing will prevent the Authority from exercising in respect of the Land and the Prison its rights in terms of the Contract including, but without prejudice to the generality of the foregoing, its rights under Clauses 28, 29, 39.7 and 48.
- 9.19. Notwithstanding the provisions of Clause 13 of the Lease, the Lease will come to an end and be of no further force or effect in the event of the termination of the Contract following the damage or destruction of the Land or the Prison and the Authority and the Contractor will execute any deeds reasonably required to record the same.
- 9.20. All disputes in respect of the provisions of the Lease will be resolved by the Authority and the Contractor in accordance with the provisions of Clause 63.
- 9.21. The Authority undertakes that at all times from the Date of Signature to the date of expiry or termination of the Contract, ownership of the Land will remain vested in the party vested in the Authority's interest under the Contract.
- 9.22. For the avoidance of doubt, the grant of the Lease is without prejudice to the rights and obligations of the Authority and the Contractor under the Contract and the Direct Agreement.
- 9.23. In the event that contrary to Clause 9.13, the Authority terminates the Lease without validly terminating the Contract, or contrary to Clause 9.21, the ownership of the Land becomes vested in a party other than that vested in the Authority's interest in the Contract, in either case with the effect that the Contractor is unable to obtain lease premium relief, then without prejudice to any other right or remedy which the Contractor may have, a variation to the Contract Price shall take place in accordance with Clause 33.4 as if the failure to comply with Clause 9.13 or 9.21 was the coming into force of a Notice of Change.

## **10. Planning Approval**

- 10.1. The Contractor shall comply with the conditions and recommendations specified in the Outline Approvals.
- 10.2. Without prejudice to the generality of Clause 10.1, the Contractor shall apply for, and obtain, all necessary Planning Approval for the development of the Prison.
- 10.3. In connection with any application for the Planning Approval, the Contractor shall:
  - 10.3.1. deliver to the Authority at the same time as the application for the Planning Approval is lodged a copy of the same and all other supporting and ancillary documents;

- 10.3.2. pursue the application for the Planning Approval with a view to obtaining a satisfactory decision;
  - 10.3.3. at all times keep the Authority advised of progress and provide it with all information regarding the progress of the application for the Planning Approval which the Authority may reasonably require from time to time and, without prejudice to the foregoing, obtain the Authority's prior written approval to the terms of any agreement to be entered into or obligations to be undertaken in connection with any such Planning Approval;
  - 10.3.4. not submit any additional or substitute application or applications for Planning Approval, save with the prior written consent of the Authority (such consent not to be unreasonably withheld or delayed);
  - 10.3.5. advise the Authority of the outcome of the application for Planning Approval as soon as a decision is known, providing the Authority with a copy of any written decision or decisions and any other relevant communication from the relevant planning authority as soon as the same is/are received by the Contractor;
  - 10.3.6. in the event that the Planning Approval requires any undertakings or obligations or liabilities to be undertaken or made by the Authority, the Contractor shall indemnify, free and relieve the Authority of any and all such undertakings, obligations or liabilities.
- 10.4. If all necessary Planning Approval has not been obtained on or before the first anniversary of the Date of Signature, the Authority may, or if all necessary Planning Approval has not been obtained on or before the second anniversary of the Date of Signature, the Contractor may, terminate the Contract on giving to the other Party seven days' written notice of termination, provided always that no such notice of termination may be given at any time after all necessary Planning Approval has been obtained unless such Planning Approval is the subject of any challenge or legal proceedings (including an application to the courts for leave for judicial review). No sum shall be payable by the Authority to the Contractor in the event of such termination.
- 10.5. Nothing in the Contract nor in any consent or permission granted by the Authority shall be deemed to imply or warrant that the Prison or the Land may lawfully be used under the Town and Country Planning (Scotland) Act 1997 or any other Legislation for the purpose authorised in the Contract or the Lease, or subsequently authorised by the Authority or otherwise.

## **11. Provision of the Prison**

- 11.1. The Contractor shall carry out the Works in accordance with, the terms of Schedule A and, without prejudice to the generality of (but subject always to) the foregoing:
  - 11.1.1. in a good and workmanlike manner and in accordance with good building practice;

- 11.1.2. with good and suitable materials;
  - 11.1.3. without infringement of any burdens, rights, reservations, covenants restrictions or other encumbrances binding on or affecting the Land; and
  - 11.1.4. with all due diligence.
- 11.2. The Contractor shall be responsible for all aspects of the design of the Works, including, but not limited to, preparation of detailed calculations, drawings, plans, specifications, checking and co-ordinating and providing such information as shall be reasonably required by the Authority for all elements of the Works. Notwithstanding any other provision of the Contract, the Authority shall not have any liability whatsoever in relation to the design, execution or commissioning of the Works and that notwithstanding any right of approval or veto which it may have.
- 11.3. The Authority shall procure that the Independent Engineer shall monitor the progress of the Works upon the Site on behalf of the Authority generally in accordance with the provisions of Schedule L, and the Contractor shall permit such monitoring to take place. The Contractor shall comply with all of its obligations under Schedule L.
- 11.4. The Contractor shall ensure and procure that:
- 11.4.1. subject to complying with all relevant safety procedures, the Independent Engineer shall have unrestricted access at all reasonable times to the Site, and any site or workshop where materials are being manufactured for the Works for the purposes of general inspection and of attending any test or investigation being carried out in respect of the Works;
  - 11.4.2. the Independent Engineer is given reasonable advance notice, and may if he so wishes, attend any progress or other meetings relating to the Works and is given copies of the minutes of all such meetings (whether attended by him or not) immediately on their preparation;
  - 11.4.3. the Independent Engineer is provided with suitable accommodation at the Site for the use of the Independent Engineer and his representatives and staff; and
  - 11.4.4. the Independent Engineer is given at least one copy of all drawings for construction and of all specifications, and such other documents relating to such drawings and specifications or otherwise relating to the Works as he may reasonably require, for his own use.
- 11.5. Nothing done by the Authority or the Independent Engineer, whether in accordance with Clause 11.3, Schedule L or any other provision of the Contract or otherwise, shall in any respect relieve or absolve the Contractor from any of its responsibilities for the design, construction, completion and commissioning of the Works. Without prejudice to the generality of the

foregoing, notwithstanding that the Independent Engineer acts on behalf of the Authority, it shall have no authority to approve or accept the Contractor's performance of its obligations under the Contract as being discharged except to the extent provided for in Clause 21, but the Authority shall procure that the Independent Engineer shall inform the Contractor promptly upon the Independent Engineer becoming aware of any matter which may adversely affect the issue of the Engineer's Declaration in accordance with Clause 21.

- 11.6. The Contractor shall act as the only client for the purposes of the CDM Regulations for the design and construction of the Prison, and shall appoint a Planning Supervisor for the purposes of the said Regulations. The Contractor undertakes and warrants to the Authority that the Planning Supervisor has the necessary knowledge and ability to fulfil its obligations under Regulations 14 and 15(1) of the CDM Regulations on them. The Contractor shall deliver a duly completed declaration in the form contained in Schedule K to the Health and Safety Executive within 7 days from the Date of Signature. The Contractor shall deliver a copy of such declaration to the Authority immediately on sending same to the Health and Safety Executive, and immediately upon receipt of a notice from the Health and Safety Executive that it has received the declaration, the Contractor shall deliver a copy of such notice to the Authority. The Contractor shall not, and shall not seek to, withdraw, terminate or in any manner derogate from its declaration that it will act as, and its acceptance of its responsibilities as, the client for the purposes of the CDM Regulations at any time. For the avoidance of doubt, failure by the Contractor to deliver such a declaration to the Health and Safety Executive, and any withdrawal, termination or derogation, or attempted withdrawal, termination or derogation from such declaration, shall constitute a failure to comply with an obligation which has a material effect on the performance of the Services as a whole for the purposes of Clause 38.1.1.

## **12. Supply of Equipment**

- 12.1. Prior to the Actual Opening Date the Contractor shall supply, install and commission at the Prison all of the Equipment. Subject to Clause 12.4 and 12.5, all of the Equipment shall be the property of the Contractor.
- 12.2. The Contractor shall keep and maintain the Equipment in good and serviceable condition for the Contract Period or, if any part of it is not capable of being kept in good and serviceable condition, the Contractor shall replace that part as required with like fixtures, fittings, furnishings, plant, materials, machinery or other equipment, as the case may be, of similar value and quality which shall, from the time of its supply to or installation at the Prison be deemed to be part of the Equipment, all to allow the Contractor to comply with the standards set out in Schedule C. The Contractor shall ensure and procure that at the end of the Contract Period, the Equipment is in a good and serviceable condition and complies in all respects with the standards set out in Schedule C.
- 12.3. The Contractor shall ensure and procure that the Equipment shall not be removed from the Prison except:
  - 12.3.1. with the prior written consent of the Authority;



- 12.3.2. temporarily for repair, provided that a suitable temporary replacement for the Equipment so removed, which replacement complies with the requirements of Schedule C, is installed at the Prison for the period of removal; or
- 12.3.3. where any Equipment is replaced by the Contractor, in which case the Contractor shall be entitled to dispose of the items removed and to keep any proceeds of such disposal.
- 12.4. The Contractor hereby assigns, transfers and makes over his whole right, title and interest, present and future, in the Equipment (other than such Equipment as is leased by the Contractor in accordance with Clause 12.5), and all other fixtures, fittings, furnishings and other equipment which is otherwise used or present in the Prison or on the Site (other than personal possessions of Staff or Prisoners) to the Authority with effect from the end of the Contract Period. The Contractor shall use its reasonable endeavours to ensure and procure that the benefit of all guarantees, warranties, documentation and service agreements relating to the Equipment and the said fixtures, furniture, furnishings and other equipment is assigned to the Authority and to obtain all necessary consents or permissions to enable it to do so or, to the extent that any of the foregoing are not assignable, is transferred in a manner agreed between the Contractor and Authority at the end of the Contract Period.
- 12.5. Notwithstanding Clause 12.1, the Contractor may lease any of the Equipment listed in Part 3 of Schedule B, provided that the Contractor shall ensure that any lease entered into in respect of any such equipment shall be on such terms as allow the Authority to use such Equipment as if it were the Contractor on any occasion where it exercises its powers under either section 111 of the Criminal Justice and Public Order Act 1994 or Clause 39. During such use, the Contractor shall remain liable for all payments due to be made under any such lease, whether to the lessor or otherwise. The Contractor shall not lease any Equipment other than that referred to in Part 3 of Schedule B without the prior written consent of the Authority, such consent not to be unreasonably withheld or delayed.

## **PART III - MAINTENANCE**

### **13. Maintenance of Prison**

- 13.1. Subject to Clause 13.3, throughout the duration of the Contract, the Contractor shall at his own expense (but without prejudice to the provisions of Clause 6) maintain, repair, renew, replace, rebuild and make good any loss or damage to or from the Land (other than to the extent that it has been incorporated into a public road and is maintained by the appropriate roads authority), the Prison and the Site (irrespective of the cause of decay, damage or destruction necessitating the same or the nature of such loss or damage) so that at all times following the date of the Engineer's Declaration the Prison and the Site:
- 13.1.1. are in good, substantial and safe repair and condition, taking into account the age of the Prison and the provisions of Schedule C;

- 13.1.2. fully meet the standards and requirements set out in Schedule C;
  - 13.1.3. are in such condition as will enable the Contractor to comply in all respects with its obligations under the Contract
- 13.2. Without prejudice to the generality of Clause 13.1, all works carried out by the Contractor in the performance of its obligations under Clause 13.1 shall be carried out:
- 13.2.1. in accordance with any applicable provisions of Schedule A as if such works under Clause 13.1 formed part of the Works;
  - 13.2.2. in a good and workmanlike manner and in accordance with Good Industry Practice;
  - 13.2.3. with good and suitable materials;
  - 13.2.4. without infringement of any burdens, rights, reservations, covenants, restrictions or other encumbrances binding on or affecting the Land;
  - 13.2.5. with all due diligence; and
  - 13.2.6. otherwise in accordance with the provisions of the Contract.
- 13.3. If the Land (other than to the extent that it has been incorporated into a public road and is maintained by the appropriate roads authority), the Prison or the Site is destroyed or damaged in whole or in part by any of the risks insured against under Clause 6, the following provisions shall apply:
- 13.3.1. not less than 7 days prior to commencing the reinstatement of such damage or destruction, the Contractor shall give notice to the Authority of its intention to do so;
  - 13.3.2. within 28 days of receipt of such notice, the Authority shall:
    - (a) notify the Contractor to proceed with such reinstatement, in which event the Contractor shall proceed to do so in accordance with Clauses 13.1 and 13.2;
    - (b) issue a Notice of Change requiring the Contractor to carry out such alternative reinstatement works as the Authority may require (including for the avoidance of doubt and without limitation partial reinstatement only and reinstatement to such alternative standards and specifications as the Authority may specify), in which event the provisions of Clause 7 shall apply; or
    - (c) terminate the Contract,
- provided always that:
- (i) in the event that it fails to do any of the above within the

said 28 day period, the Contractor shall proceed with such reinstatement in accordance with Clauses 13.1 and 13.2;

- (ii) the Authority may not terminate the Contract in accordance with paragraph (c) above prior to the Actual Opening Date;
- (iii) where any such Notice of Change is subsequently withdrawn and not replaced, and the Contract is not terminated by the Authority in accordance with paragraph (c) above, the Contractor shall proceed with such reinstatement in accordance with Clauses 13.1 and 13.2;

13.3.3. In the event that the Authority issues a Notice of Change under Clause 13.3.2 (b) requiring the Contractor not to reinstate part of the Land, the Prison or the Site, all sums payable under the insurances effected under Clause 6 as a consequence of damage or destruction of such part shall forthwith be paid to the Authority; and

13.3.4. In the event that the Authority terminates the Contract under Clause 13.3.2 (c), then:

- (a) all sums payable under the insurances effected under Clause 6 as a consequence of such damage or destruction shall forthwith be paid to the Authority; and
- (b) the Authority shall promptly pay to the Contractor the Lender Liabilities and the amount calculated in accordance with Schedule H.

## **14. Dilapidation Survey**

14.1. The Authority may, at its own expense, conduct a dilapidation survey for the purpose of determining the physical condition and state of maintenance of the Prison at any time after the Actual Opening Date.

14.2. Where following a Dilapidation Survey, the condition of the Prison is found to have fallen below any of the standards of repair and maintenance set out in Clause 13 and Schedule C, or is otherwise inconsistent with the full and proper performance of the Contractor's obligations under the Contract, the Authority shall notify the Contractor of the manner and respects in which it has fallen below such standards. Within 7 days of such notification (or such longer period as is reasonable in the circumstances), or within 7 days after resolution of any dispute in respect of that notification, the Contractor shall commence such works, or ensure and procure that works are commenced to rebuild, renew, re-instate, replace or make good the Prison so that it wholly complies with such standards all at the Contractor's cost and shall complete them, or shall ensure and procure that they are completed, within such period as is

specified by the Authority (acting reasonably) in the said notice to the Contractor.

- 14.3. Where, following any Dilapidation Survey, the Contractor fails to effect any work required pursuant to Clause 14.2, or required following resolution of any dispute regarding the same, to make good the extent to which the Prison has fallen below any of the standards of repair and maintenance set out in Schedule C notified to it by the Authority pursuant to Clause 14.2 to the reasonable satisfaction of the Authority, within the time specified by the Authority, the Authority shall be entitled to carry out such works as may be so required itself, or to procure the same, at the Contractor's cost and shall be entitled to set off all costs and expenses incurred by it in doing so together with an administrative and management charge equal to 5% of the total cost of the works required, against any amounts payable to the Contractor under the Contract.

## **PART IV - PRE-OPERATION PERIOD**

### **15. Preparation For Operation of the Prison**

- 15.1. The Contractor shall provide to the Authority the following in relation to the Contractor's proposed performance of the Custodial Services (all of which shall provide for adequate testing procedures, and all of which shall be prepared so as to ensure and procure that the Custodial Services are performed in accordance with the Contract):
- 15.1.1. unless otherwise specified in Schedule D, or unless otherwise agreed by the Authority, at least six months prior to the Contractual Opening Date:
- (a) the operating procedures in respect of the Prison, including the inspection procedures, local security procedures and medical care procedures;
  - (b) the emergency and contingency procedures in respect of the Prison;
  - (c) the staff handbook to be issued to the Staff performing the Custodial Services;
  - (d) the public relations procedures in respect of the Prison; and
  - (e) any other information the Contractor believes the Authority requires in order fully to review the Contractor's proposed performance of the Custodial Services; and
- 15.1.2. when reasonably required, such other information as the Authority reasonably requests.
- 15.2. Without prejudice to the stipulations as to time in Clause 15.1, the Contractor shall give the Authority at least 14 days prior written notice that it intends to

submit the Operational Proposals to it, and shall submit the Operational Proposals on the expiry of the period of such notice. Within 30 days (or in the event that prior written notice of the submission of the Operational Proposals has not been given by the Contractor as aforesaid, 44 days) of receipt of the last of the Operational Proposals, the Authority shall either approve them or refuse its approval to them, and in the latter case it shall provide the Contractor with written reasons as to why it has refused its approval.

- 15.3. If the Authority refuses its approval to the Operational Proposals and provides written reasons for such refusal in accordance with the provisions of Clause 15.2, the Contractor shall amend the Operational Proposals in accordance with the Authority's written reasons and shall then seek approval of the Operational Proposals as so amended. Clause 15.2 and this Clause 15.3 shall apply to such amended Operational Proposals as if they were the Operational Proposals originally submitted to the Authority except that the notice period shall be 7 days instead of the 14 days specified above.
- 15.4. Once the Authority has approved the Operational Proposals in accordance with Clause 15.2, the Operational Proposals shall be tested in accordance with the proposals for testing in the Operational Proposals. The Contractor shall give the Authority 14 days' notice of the time and location of such tests, and shall permit representatives of the Authority to attend such tests. Within 7 days of the completion of the last of such tests, the Authority shall either finally approve the Operational Proposals or shall provide the Contractor with written reasons why either the Operational Proposals did not satisfy the tests conducted or the Operational Proposals are not satisfactory notwithstanding the Authority's earlier approval of them. If the Contractor is refused approval:
  - 15.4.1. because the Operational Proposals did not satisfy the tests conducted, the Contractor shall re-run the tests in accordance with the above provisions until final approval of the Operational Proposals has been granted by the Authority; or
  - 15.4.2. because the Operational Proposals are not satisfactory notwithstanding the Authority's earlier approval of them, the Contractor shall revise the Operational Proposals in accordance with the reasons given by the Authority as to why they are not satisfactory, submit the revised Operational Proposals for approval by the Authority and once the Authority has approved the revised Operational Proposals, re-run the tests in accordance with the above provisions until final approval of the Operational Proposals has been granted by the Authority.
- 15.5. The Contractor shall carry out the Services in accordance in all respects with the Operational Procedures, and shall not make any change to them or depart from them in any respect without the prior consent of the Authority. Notwithstanding the foregoing, at all times during the Contract Period, the Contractor shall carry out such reviews of the Operational Procedures, as the Authority may from time to time reasonably require. In carrying out such reviews, the Contractor shall put the Operational Procedures (or any of them, or any part of any of them) into operation in order to test their effectiveness if reasonably required by the Authority. The Authority shall not, however, make

any requirement under this Clause 15.5 which would have the effect of compromising the security of the Prison. The Authority may require the Contractor to make alterations or amendments to the Operational Procedures as it thinks fit, provided always that no such alterations or amendments shall be required which are in conflict with the provisions of Schedule D unless the Authority serves a Notice of Change to give effect to such alterations or amendments, in which case Clause 7 shall apply. Otherwise, the Contractor shall implement fully all such alterations and amendments.

## **16. Contractual Opening Date**

Upon the Contractual Opening Date the Contractor will provide the Authority with 50 Available Prisoner Places. In the event that the Contractor does not provide 50 Available Prisoner Places to the Authority on the Contractual Opening Date, then without prejudice to any right or remedy which the Authority may have, whether under Clauses 20 or 39, the Contractor shall provide 50 places as soon as possible thereafter.

## **17. Phase-in Period**

On or after the Contractual Opening Date, the Contractor shall provide the Authority with at least the number of Available Prisoner Places shown for the relevant period in the Phase-in Timetable. The Authority shall not be liable to make any payment in respect of any greater number of Available Prisoner Places which are provided by the Contractor than the number specified in the Phase-in Timetable for the relevant period unless the Authority elects to use such greater number of Available Prisoner Places.

## **18. Full Operation Date**

On the Full Operation Date, the Contractor shall provide to the Authority 500 Available Prisoner Places and on the date falling six months after the Full Operation Date the Contractor shall be capable of providing 192 Additional Prisoner Places. The Authority shall not be liable to make any payment to the Contractor in respect of more than 500 Available Prisoner Places (except to the extent of its obligations hereunder in respect of any Additional Prisoner Places).

## **19. Extension of Time**

19.1. If and whenever it becomes reasonably apparent to the Contractor that the progress of his obligations under the Contract are being or are likely to be delayed, such that the Contractor will not meet its obligations under the Contract which are to be met on or before the Contractual Opening Date or any date of the Phase-in Timetable or the Full Operation Date, the Contractor shall give written notice to the Authority of the relevant circumstances within 7 days of the event causing or likely to cause the delay becoming apparent to the Contractor.

19.2. The Delay Notice shall:

19.2.1. identify the cause or causes of the delay;

- 19.2.2. state whether and to what extent the delay is caused by a Relevant Event;
  - 19.2.3. provide details of the nature of the Relevant Event and its duration (or the Contractor's reasonable estimate of its likely continued duration);
  - 19.2.4. identify clearly which of the Contractual Opening Date, the Full Operation Date and the dates on the Phase-in Timetable are to be affected (and in the reasonable opinion of the Contractor the extent to which they are to be affected) by the Relevant Event;
  - 19.2.5. provide details of any measures which the Contractor proposes to adopt to mitigate the consequences of any delay; and
  - 19.2.6. if the Relevant Event is of the type referred to in any of Clauses 1.1.100(a) (i) to (v), give the Contractor's estimate of the costs it is likely to incur as a result of such Relevant Event.
- 19.3. If the Contractor serves a Delay Notice while a Relevant Event is continuing, then notwithstanding, and in addition to the Contractor's obligations under, Clause 19.2, the Contractor shall provide the Authority periodically (and at least on a weekly basis) with details of the Relevant Event and the Contractor's reasonable estimate of its impact on the Services or the provision of the Prison and in particular, but without prejudice to the generality of the foregoing, the extent to which the Relevant Event is likely to cause delay to the Contractual Opening Date, the Full Operation Date or any Date in the Phase-in Timetable.
- 19.4. The Contractor shall afford the Authority such access to the Site and papers of the Contractor as the Authority may reasonably consider necessary and appropriate for the purposes of establishing the accuracy of any Delay Notice.
- 19.5. Subject to the Contractor complying with its obligations under Clause 19.6, and subject to Clauses 19.7 and 19.8, if a Relevant Event is the cause of any delay to the Contractual Opening Date, the Full Operation Date or any date in the Phase-in Timetable, and the delay caused by the Relevant Event is material, then:
- 19.5.1. the Authority shall, if it considers such appropriate having regard to the effect of the Relevant Event, the extent to which the Contractor has complied with its obligations under Clause 19.6, and such other factors as the Authority may consider relevant, by notice in writing fix such later date as the Contractual Opening Date, or the relevant date in the Phase-in Timetable and/ or the Full Operation Date as it then reasonably estimates to be fair and reasonable in the circumstances (whereupon such later date shall become the Contractual Opening Date, the Full Operation Date or the relevant date in the Phase-in Timetable for the purposes of this Contract). The Contractor shall not be entitled to any extension of time in the event that any delay to the Contractual Opening Date, the Full Operation Date or any date in the Phase-in Timetable is caused or contributed to by anything other than a Relevant Event. Without prejudice to the generality of the foregoing,

the Contractor shall not be entitled to any extension of time to the extent that any delay or likely delay is caused by the negligence, breach of contract or other default of the Contractor or any Sub-contractor; and

19.5.2. if the Relevant Event is of the type referred to in any of Clauses 1.1.100(a) (i) to (v), and the Authority has fixed a date later than that specified in the Contract as the Contractual Opening Date, or the relevant date in the Phase-in Timetable and/ or the Full Operation Date in accordance with the preceding Clause 19.5.1 as a consequence of that Relevant Event, the Authority shall promptly on written demand supported by particulars of the costs and expenses incurred and the provision of such further information concerning such costs and expenses as the Authority may reasonably require, pay to the Contractor the amount of the costs and expenses incurred by the Contractor as a direct result of the delay caused by the Relevant Event.

19.6. The Contractor shall use its best endeavours and shall take all steps necessary to prevent, or where a delay has already occurred, minimise any delay, whether caused by a Relevant Event, or whether the delay is unavoidable, or otherwise, to the Contractual Opening Date, the Full Operation Date or any date in the Phase-in Timetable. Further, if the Relevant Event is of the type referred to in any of Clauses 1.1.100(a) (i) to (v), the Contractor shall use its reasonable endeavours to prevent the incurring of any costs and expenses as a result of the delay caused by the Relevant Event, or where such costs or expenses are unavoidable, to minimise them.

19.7. In the event that the Contractor fails, for any reason whatsoever, to submit any Delay Notice within the period specified in Clause 19.1, then:

19.7.1. the Contractor shall submit to the Authority details of the reasons for such failure. If the Authority notifies the Contractor that it is not satisfied with such reasons, the Contractor may refer the matter for decision in accordance with Clause 63;

19.7.2. if either the Authority is satisfied that the failure is excusable, or a decision is given by the Expert appointed in accordance with Clause 63 that the failure is excusable, then the Authority shall proceed to consider whether to grant an extension of time and, if so, its duration, in accordance with Clause 19.5 provided always that in calculating any extension of time which may be granted, any period of delay occurring before the submission of the Delay Notice shall not be taken into account in determining the period of extension, and the delay shall be deemed to have first occurred on the day on which the Delay Notice was given;

19.7.3. if the Authority is satisfied that the failure is not excusable, and either the decision given by the Expert appointed in accordance with Clause 63 is that the failure is not excusable or the Contractor does not refer the matter for decision under Clause 63 within 14 days of being notified that the Authority considers that the failure is not excusable,



then the Contractor shall not be entitled to any extension of time in respect of the delay in question.

- 19.8. Any Delay Notice in respect of any delay arising out of or during the Works (other than the landscaping works referred to in Schedule A) submitted after the Engineer's Declaration has been issued shall be void and of no effect and shall not entitle the Contractor to any extension of time notwithstanding the foregoing provisions of this Clause 19.

## **20. Liquidated Damages**

- 20.1. To the extent that on or before the Actual Full Operation Date the Contractor fails on any day to provide the appropriate number of Available Prisoner Places as specified in the Phase-in Timetable (including, for the avoidance of doubt, 50 Available Prisoner Places from the Contractual Opening Date and 500 Available Prisoner Places from the Full Operation Date), the Contractor shall, if so required by the Authority in writing, pay liquidated damages to the Authority.
- 20.2. Liquidated damages shall be calculated at the daily rate of £100 (Index Linked) per day per Available Prisoner Place which is not available that day (such rates representing a reasonable pre-estimate of the costs incurred by the Authority in consequence of the Contractor's failure to comply with its obligation to provide the appropriate number of Available Prisoner Places), for the period during which the number of Available Prisoner Places which the Contractor is bound to provide under the terms hereof and set out in Clause 20.1 has not been provided and shall be paid to the Authority by the Contractor monthly in arrears, each payment being made within 14 days of the end of any month in which liquidated damages became due to the Authority under this Clause 20.
- 20.3. The maximum aggregate amount of liquidated damages which may be claimed by the Authority under this Clause 20 shall be £5,000,000 Index Linked.
- 20.4. Nothing in this Clause 20 shall require the Contractor to pay any liquidated damages to the Authority to the extent that the failure of the Contractor referred to in Clause 20.1 is directly caused by any additional time permitted to the Authority for the compliance of its obligations under the Contract by virtue of the provisions of Clauses 1.1.100 and 22.4.

## **21. Engineer's Declaration**

- 21.1. When the Contractor considers that the whole of the Works have been, completed in accordance with Schedule A and have been satisfactorily commissioned so that they comply in all respects with Schedule A, and, without prejudice to the generality of the foregoing, East Ayrshire Council has issued a Certificate of Completion under the Building (Scotland) Act 1959 in respect of the Works, the Contractor shall give notice in writing to that effect to the Authority (which notice shall include a copy of the Certificate of Completion), with a copy to the Independent Engineer.

- 21.2. The Authority shall procure that the Independent Engineer shall as soon as reasonably practicable after (and in any event within 21 days of) the date of the delivery of the notice referred to in Clause 21.1 either issue a certificate declaring that in his opinion the Works have been completed in accordance with Schedule A or give notice to the Contractor in writing specifying all the matters which in the opinion of the Independent Engineer must be satisfied before the Engineer's Declaration can be issued. If such notice is given by the Independent Engineer, the Contractor shall carry out such works as may be required to obtain the Engineer's Declaration. When the Contractor considers that the whole of such matters have been satisfied so that the Works comply in all respects with Schedule A, the Contractor shall give notice in writing to that effect to the Authority, with a copy to the Independent Engineer and the provisions of this Clause 21.2 shall apply in respect of such notice as if it was a notice given under Clause 21.1.
- 21.3. Nothing in this Contract, or in any certificate or notice given under Clause 21.2, or in any other document of whatsoever nature given to the Contractor by or on behalf of the Authority or the Independent Engineer, whether under or in accordance with any provision of the Contract or otherwise, shall be deemed to imply that the Authority makes any representation or warranty of whatsoever nature as to the value, design, construction, maintenance, operation or fitness for use of the Prison, or any of the Equipment.
- 21.4. Where in this Contract anything is required to be done to the satisfaction of the Independent Engineer, then the Authority shall procure that in forming any opinion or issuing any notice or certificate under this Contract, the Independent Engineer acts impartially and with all due care and skill.

## **22. Cell Certification**

- 22.1. From the Actual Opening Date until the end of the Contract Period, the Contractor shall ensure that each and every Prison Cell, and any other living accommodation to be occupied by a Prisoner, complies with such parts of Schedules A, B and C as relate to Prison Cells and such other living accommodation to be occupied by any Prisoner in all respects.
- 22.2. Prior to its first ever occupation by a Prisoner, and its first occupation by a Prisoner subsequent to any refurbishment or rebuilding, each and every Prison Cell shall be inspected by or on behalf of the Authority to determine whether the Prison Cell complies with such parts of Schedules A, B and C as relate to Prison Cells in all respects. The Contractor shall ensure that no Prison Cell is occupied by a Prisoner, or where the Prison Cell has been refurbished or rebuilt, is not occupied subsequent to such refurbishment or rebuilding, until such an inspection has been carried out and a Cell Certificate granted (and not withdrawn) in accordance with the provisions of this Clause 22. Such an inspection shall be carried out within 30 days of the Contractor giving written notice to the Authority that any Prison Cell, in the opinion of the Contractor, complies with all relevant parts of Schedules A, B and C in all respects. After such inspection, the Authority shall promptly either issue a Cell Certificate in respect of the Prison Cells inspected if they comply with all the relevant parts

of Schedules A, B and C in all respects, or provide the Contractor with reasons as to why the Prison Cell will not be so certified. In the latter case, the Contractor shall carry out such works as are necessary to bring the Prison Cells not certified by the Authority into compliance with the relevant parts of Schedules A, B and C in all respects and thereafter give written notice to the Authority that the Prison Cell, in the opinion of the Contractor, so complies. The provisions of this Clause 22.2 shall apply in respect of such notice as if it was the first notice to the Authority by the Contractor that any Prison Cell in respect of which it is given is, in the opinion of the Contractor, ready for occupation by a Prisoner and complies with all relevant parts of Schedules A, B and C in all respects, except that the inspection of the Prison Cell shall be carried out within 15 days of the Contractor giving the said notice to the Authority rather than 30 days as specified above, provided always that in each such case the Authority shall carry out the inspection as soon as reasonably practicable within the relevant notice period.

- 22.3. Following the issue of any Cell Certificate in accordance with Clause 22.2, the Authority shall carry out such further inspections during the Contract Period as it thinks fit, in order to reassess the certification of any Prison Cell. In the event that the Authority identifies during any such further inspection that a Prison Cell does not comply in any respect with any of the requirements of such parts of Schedules A, B and C as relate to Prison Cells, it shall give notice to the Contractor in writing of the nature of the non-compliance and may immediately withdraw the Cell Certificate in respect of such Prison Cell. Immediately on receipt of such notice, the Contractor shall remove any Prisoner held in the Prison Cell to which such notice relates to another Prison Cell, and take all measures necessary to rectify the Prison Cell to which such notice relates so that it complies in all respects with such parts of Schedules A, B and C. Prior to its occupation by a Prisoner following the completion of such measures, each such Prison Cell shall be inspected by or on behalf of the Authority to determine whether the Prison Cell complies with such parts of Schedules A, B and C as relate to Prison Cells in all respects. Such an inspection shall be carried out within 3 days of the Contractor giving written notice to the Authority that the Prison Cell, in the opinion of the Contractor, complies with all relevant parts of Schedules A, B and C in all respects provided always that the Authority shall carry out the inspection as soon as reasonably practicable within the notice period. (The said notice may be given by the Contractor prior to completion of such measures provided that the Contractor has reasonable grounds for believing that the measures will be completed before the expiry of 3 days from the giving of the notice. Any notice so given shall state when the Contractor reasonably believes that the measures will be completed. In the event that the measures are not completed prior to the expiry of the notice period, the Contractor shall not give any further notice in accordance with the provisions of this Clause 22.3 until the measures have been completed.) After such inspection, the Authority shall promptly either reinstate the Cell Certificate in respect of the Prison Cell inspected if it complies with all the relevant parts of Schedules A, B and C in all respects, or provide the Contractor with reasons as to why the Prison Cell will not be so certified. In the latter case, the Contractor shall carry out such measures as are necessary to bring the Prison Cell into compliance with the

relevant parts of Schedules A, B and C in all respects and thereafter give written notice to the Authority that the Prison Cell, in the opinion of the Contractor, so complies. The provisions of this Clause 22.3 shall apply in respect of such notice as if it was the first notice to the Authority by the Contractor under this Clause 22.3. The Contractor shall ensure that no Prison Cell is occupied by a Prisoner following withdrawal of a Cell Certificate in accordance with this Clause 22.3 until it has been reinstated in accordance with the foregoing.

- 22.4. In the event that the Authority fails to inspect any Prison Cell before the expiry of the applicable notice period as specified in either Clause 22.2 or Clause 22.3 then unless the Authority can demonstrate that the relevant Prisoner Place would not have been treated as being an Available Prisoner Place at the expiry of the relevant notice period, the Prisoner Place shall from that time be treated as an Available Prisoner Place for the sole purpose of Clauses 20 (Liquidated Damages) and 32 (Price) until the Authority inspects the Prison Cell and either issues a Cell Certificate in respect of that Prison Cell or provides the Contractor with written reasons as to why the Prison Cell will not be so certified. However, the provisions of this Clause 22.4 shall not apply to the extent that, taking into account the other obligations to be discharged by the Controller in relation to the Contract (either in terms of the Contract or otherwise at the request of the Authority to assist the Authority in discharging its obligations under the Contract), the time periods within which they have to be discharged and the extent to which such time periods overlap, and the work required to discharge them) compliance with the requirements of Clauses 22.2 and 22.3 is not reasonably practicable.

## **23. Available Prisoner Places**

- 23.1. Notwithstanding any other provisions of the Contract, no Prisoner Place shall be an Available Prisoner Place unless and until:
- 23.1.1. the Engineer's Declaration has been obtained;
  - 23.1.2. final approval to the Operational Proposals has been given by the Authority in accordance with Clause 15.4; and
  - 23.1.3. the Contractor has appointed a Director of the Prison in accordance with Clause 25 and sufficient Prisoner Custody Officers to perform the Custodial Service in accordance with Clause 26.
- 23.2. The Contractor shall not hold any Prisoner in the Prison if there is not an Available Prisoner Place for him without the prior written consent of the Authority.
- 23.3. The Contractor shall on each day following the Actual Opening Date produce a Daily Report and deliver a copy thereof to the Controller by 9 am on the day following the day to which such Daily Report refers. Full details of the Daily Report shall be available on the Prison's computer network within one hour of the Prisoners' lock-up each day. Any representative of the Authority shall be entitled at any time to inspect the Prison and its operation to ensure that the

information contained in any Daily Report is correct. If any of the matters contained in any Daily Report are found to be incorrect, the provisions of Schedule E shall apply.

- 23.4. No Prison Cell (other than in the healthcare centre of the Prison) shall be used to accommodate more than one Prisoner at any one time, except where:
  - 23.4.1. the Controller agrees that such Prison Cell may be shared by two Prisoners, in which case the provisions of Section 3 of Part 1 of Schedule D and paragraph 7 of Schedule E shall apply, notwithstanding any other provision of the Contract; or
  - 23.4.2. one of the Prisoners sharing such Prison Cell is occupying an Additional Prisoner Place.
- 23.5. No Prison Cell, other than Prison Cells designated for multiple occupancy in the healthcare centre of the Prison, shall be used to accommodate more than two Prisoners under any circumstances.
- 23.6. The Contractor shall not refuse to accept a Prisoner for an Available Prisoner Place where such Prisoner has been sent to the Prison by any court, and shall not refuse to accept a Prisoner for an Available Prisoner Place where it receives a request to do so from the Authority. Notwithstanding anything else in the Contract, a Prisoner Place shall not be an Available Prisoner Place (notwithstanding that it meets all of the other criteria to qualify as such) if the Contractor refuses to accept a Prisoner to occupy such Prisoner Place until 500 or more Prisoners have occupied the Prison at any one time after the date of the Contractor's refusal.
- 23.7. The Contractor shall inform the Authority immediately if it becomes aware of the occurrence of any event which renders an Available Prisoner Place no longer an Available Prisoner Place by reason of any cause whatsoever.

## **PART V - OPERATION**

### **24. Conduct of Operation**

The Contractor shall operate, manage and maintain the Prison, in accordance with Schedule C, Schedule D, the Operational Procedures and all other terms of the Contract.

### **25. The Director**

- 25.1. The Contractor shall ensure and procure that a person is appointed to act as Director of the Prison at all times during the Contract Period. The Director shall have the functions specified in Section 107 of the Criminal Justice and Public Order Act 1994. However, the Contractor shall not appoint any person to act as, and shall ensure that no person acts as or exercises or purports to act or exercise (whether temporarily or otherwise) the functions of, Director of the Prison without the prior written approval of the Authority in respect of that person, given under and in accordance with section 107 of the Criminal Justice and Public Order Act 1994 and the following provisions of this Clause 25.
- 25.2. The Contractor shall submit a nomination for the position of Director to the Authority not less than three months prior to the Contractual Opening Date, which nomination the Authority may accept or reject as it thinks fit. Such nomination shall include the name and such further particulars of the proposed Director as the Authority may require in order to decide upon the appointment. If a Contractor's nominee is rejected by the Authority, the Contractor shall nominate a new candidate for the Authority's approval or rejection in the same manner as the earlier nomination, provided that the said date falling three months prior to the Contractual Opening Date shall not apply in respect of such further nomination, and the Contractor shall make such further nomination as soon as reasonably practicable after it has been notified of the Authority's rejection of its first (or any subsequent) nomination.
- 25.3. The Contractor shall ensure and procure that at all times while holding such position, the Director remains an employee of the Contractor.
- 25.4. The Contractor shall not terminate the engagement or employment of the Director without the prior written consent of the Authority (not to be unreasonably withheld or delayed).
- 25.5. The foregoing provisions of this Clause 25 shall apply in respect of:
  - 25.5.1. any replacement for the Director for the time being; and
  - 25.5.2. any person required, or who may be required, to exercise the functions of the Director temporarily by reason of the Director's absence or for any other reason whatsoever,

as if all references in this Clause to the Director were references to such replacement or person, provided that Clause 25.2 shall apply in respect of any such replacement or person as if the reference therein to the date falling three

months before the Contractual Opening Date was a reference to the date falling three months before such replacement first exercises the functions of Director, or before such person is first appointed to a post in which he may be required to exercise the functions of the Director, or, if the Contractor cannot submit a nomination in respect of any such replacement or person either for reasons wholly outwith its control or because circumstances constituting an emergency have arisen (other than by reason of any act or omission of the Contractor or any Sub-contractor), in which case the Contractor shall submit the nomination as soon as possible prior to the appointment of such replacement or prior to such person first being required to exercise the functions of the Director.

## **26. Prisoner Custody Officers**

- 26.1. The Contractor shall ensure that all persons performing any part of the Custodial Duties in the Prison shall be approved and authorised by the Authority for the purpose of performing Custodial Duties in accordance with Section 114 and Schedule 6 of the Criminal Justice and Public Order Act 1994, and that no person who does not have a valid and current certificate issued under those provisions of that Act performs any part of the Custodial Duties.
- 26.2. The Contractor shall submit the names, and such other information as the Authority may require about all persons requiring certification or approval in accordance with Clause 26.1 at least three months prior to the Contractual Opening Date in respect of the persons to be employed as Prisoner Custody Officers on and from the Actual Opening Date, and at least three months prior to the proposed date on which any person will first be employed as a Prisoner Custody Officer in all other cases.
- 26.3. The Contractor shall ensure and procure that no person carries on any part of the Custodial Duties if his certification in accordance with Section 114 and Schedule 6 of the Criminal Justice and Public Order Act 1994:
  - 26.3.1. has been revoked in accordance with paragraph 4 of Schedule 6 of the Criminal Justice and Public Order Act 1994;
  - 26.3.2. has been suspended in accordance with paragraph 3 of Schedule 6 of the Criminal Justice and Public Order Act 1994; or
  - 26.3.3. is deemed to have lapsed in accordance with Clause 26.5.
- 26.4. The Contractor shall notify the Authority immediately of any behaviour of a Prisoner Custody Officer which would cast doubt on whether that person is a fit and proper person for certification for the purpose of carrying on Custodial Duties.
- 26.5. Where a Prisoner Custody Officer has not been engaged on work in the Prison for a period of more than 6 months, the certification by the Authority of that person for the purpose of performing Custodial Duties shall be deemed to have lapsed.

## **27. The Staff**

- 27.1. The Contractor shall recruit and provide sufficient personnel to perform all of its obligations under the Contract, and shall ensure and procure that all such personnel shall receive proper training in their functions and duties, which training shall be subject to the prior written approval of the Authority. Without prejudice to, and without limiting the application of, the foregoing, during the period commencing on the date falling one year before the Expiry Date, or if earlier, on the date on which the Authority issues a Termination Notice, and ending on the earlier of the Expiry Date or the Termination Date, the Contractor shall not, and as far as practicable shall ensure that each Sub-contractor does not, alter the terms of employment of or transfer or re-deploy to other work or another location or dismiss or otherwise remove or withdraw from, or prevent or prohibit participation in, the performance of the Services of any Member of Staff employed in connection with the performance of the Services prior to the commencement of the said period without the prior written consent of the Authority (not to be unreasonably withheld or delayed).
- 27.2. The Contractor shall ensure and procure that any Staff who work at the Prison (including the Prisoner Custody Officers) comply with such modes and standards of dress to which the prior consent of the Authority has been obtained by the Contractor. Any change to the uniforms or standards which have been approved by the Authority shall not be made without the prior written approval of the Authority.
- 27.3. Subject to Clause 27.4, the Contractor shall not, and shall ensure and procure that each Sub-contractor shall not, permit any Member of Staff (other than those certified for the purpose of performing Custodial Duties in accordance with Clause 26, in respect of whom the provisions of that Clause shall apply in place of this Clause 27.3 and the Director, in respect of whom the provisions of Clause 25 shall apply in place of this Clause 27.3) to commence work at the Prison or the Site, or perform any part of the Services at any time, unless and until it has obtained the approval of the Authority to that Member of Staff. The Contractor shall submit the names, and such other information as the Authority may require about all persons requiring approval in accordance with this Clause 27.3 at least three months prior to the proposed date on which persons shall first be employed in the capacity of Member of Staff.
- 27.4. Notwithstanding Clause 27.3, the Contractor shall not be required to obtain the Authority's approval for persons engaged in the design or execution of the Works except where such persons are engaged in the provision of works or services relating to security at the Prison, and the Authority may exempt other categories of staff from the requirements of this Clause 27.4 if it so chooses.
- 27.5. The Contractor shall provide all Staff with the operating and procedural instructions prepared in accordance with Clause 15 which are relevant to them, and all Staff shall be provided with any revised or amended operating and procedural instructions which are relevant to them which may be issued during the term of the Contract.



- 27.6. The Contractor shall ensure and procure that all Staff are under an obligation of confidence owed not only to the Contractor but also to the Authority not to disclose any information acquired during the course of that employment otherwise than in the proper discharge of their duties or as authorised by the Authority, and shall be liable for any breach of such obligation by any Member of Staff as if such breach was a breach of the Contract by the Contractor.
- 27.7. The Authority may at any time by written notice to the Contractor require the Contractor to remove any person from the Prison, the Site and the performance of the Services if, in the sole discretion of the Authority, it considers that such person is not a fit and proper person to be present at the Prison or Site or to be involved in the performance of the Services. Immediately on receipt of such notice and thereafter, the Contractor shall ensure that such person is not permitted admittance to the Prison and the Site (or, if the person in question is already in or on the Prison or the Site, without delay remove such person from the Prison and the Site and ensure that such person is thereafter refused admission to the Prison or the Site) and that the person in question is removed from and is no longer permitted any participation of whatsoever nature in the performance of the Services, and, subject always to the provisions of the Contract which may be applicable concerning any approval which may be required, shall cause the work which would otherwise be carried out by such person to be performed by such other person as may be deemed necessary. Where the person in respect of whom any such notice is given is a Prisoner Custody Officer, the Authority shall suspend or revoke that person's certificate authorising him to perform custodial duties previously granted under section 114 of the Criminal Justice and Public Order Act 1994. For the avoidance of doubt, it is hereby declared that the Authority shall not be liable to reimburse the Contractor for any costs or expenses of whatsoever nature incurred or any payments, whether by way of compensation, damages or otherwise, made by the Contractor arising out of or in connection with any notice given to it under this Clause 27.7, or any action taken or not taken by it pursuant to any such notice.
- 27.8. The Contractor shall ensure the inclusion in the contract of employment of any Member of Staff a condition requiring the said member of staff to comply with the directions of any Governor who may be appointed to the Prison under the terms of section 111(2) of the Criminal Justice and Public Order Act 1994.
- 27.9. The Contractor shall ensure that Members of Staff (including Prisoner Custody Officers, the Director and other senior management of the Prison or their delegated representatives) with sufficient authority to take decisions necessary for the proper operation of the Prison shall be available 24 hours a day on every day during the Contract Period.
- 27.10. The Contractor shall ensure that a member of the senior management of the Contractor's and the Operating Sub-contractor's organisation (distinguished from the senior management of the Prison) is contactable by the Authority 24 hours a day on every day during the Contract Period. The Authority shall be kept informed of the procedures by which such persons may be contacted, and in the event that the Authority requires any changes to be made to the

Contractor's or Operating Sub-contractor's procedures in this regard, the Contractor shall, and shall ensure and procure that the Operating Sub-contractor shall, make any such changes.

## **28. The Controller**

- 28.1. The Contractor shall, and shall ensure that all Sub-contractors, do all that it reasonably can (whether by giving directions to the officers of the prison or otherwise) to facilitate the exercise by the Controller of his functions under section 107 of the Criminal Justice and Public Order Act 1994 and the Contract and any other functions which the Authority may confer upon the Controller.
- 28.2. The Controller shall be allowed unrestricted access to the Prison (and, prior to the issue of the Engineer's Declaration, the Site, subject always to the Controller complying with the Contractor's reasonable health and safety requirements) at any time of every day during the Contract Period.
- 28.3. The Contractor shall provide suitable accommodation at the Site or (following the Engineer's Declaration) in the Prison as the Authority may require, at no cost, for the use of the Controller and his staff, and any other representative of the Authority who has cause to visit the Site or the Prison. All such accommodation shall be adequately furnished, lit, heated and ventilated, and shall include cloakroom and telephone facilities. Accommodation for the Controller shall be capable of being made secure by means of door locks or other such equipment. The Contractor shall be responsible for the cleanliness and care of all such facilities provided.

## **29. Monitoring and Inspection**

- 29.1. The Contractor shall give, or procure, access to the Facilities for, and will otherwise co-operate with parole representatives, Her Majesty's Chief Inspector of Prisons for Scotland, the Scottish Prisons Complaints Commissioner, the Visiting Committee, and any other statutory, regulatory or other properly interested body, including any relevant international bodies.
- 29.2. The Contractor shall permit or procure reasonable access to the Facilities for any other person whom the Authority notifies to the Contractor at all reasonable times subject to the Contractor's and any relevant Sub-contractor's security and operational requirements.

## **30. Escort Arrangements**

- 30.1. The Contractor shall co-operate with any other person providing a Prisoner Escort Service subject always to the maintenance of the security and control of the Prison.
- 30.2. The Contractor will provide the Prisoner Escort Services specified in Section 7 of Part 1 of Schedule D from the Actual Opening Date, for which the Contractor will be entitled to an annual fee (payable from the Actual Opening

Date) calculated in accordance with Schedule E and payable in monthly instalments in accordance with the provisions of Clause 32.3 as if the references in that Clause to the Contract Price were references to that annual fee, unless and until the Authority notifies the Contractor in writing that it is not to provide such Prisoner Escort Services from the date specified in such notice. In the event that the Authority gives the Contractor such notice, the Contractor shall cease to provide such Prisoner Escort Services from the date specified in such notice, and shall not be entitled to any payment in respect of such services from that date. For the avoidance of doubt, however, the giving of such notice by the Authority shall not be a Notice of Change, and the provisions of Clause 7 shall not apply in respect of the giving of such notice.

## **31. Development Plans**

- 31.1. The Contractor shall provide to the Authority a strategic development plan in respect of the operation of the Prison for the first five years from the Actual Opening Date at least 6 months prior to the Contractual Opening Date, and shall thereafter submit a revised strategic development plan which covers the following five year period on each anniversary of the date on which the first strategic development plan was given to the Authority or on such other date as the Authority may from time to time reasonably specify to co-ordinate such plan with the overall strategic plan of the Authority. The Contractor shall meet the requirements and targets contained in the said plans for achieving continuing improvements to the Custodial Service.
- 31.2. Without prejudice to the generality of Clause 31.1, the Contractor shall submit such further strategic development plans to the Authority for its approval as the Authority may reasonably require. The said plans and the plan referred to in Clause 31.1 are to accord with the policies adopted from time to time by the Authority, provided always that in the event of any conflict between the said policies and any provision of the Contract, the provision of the Contract shall prevail unless a Notice of Change is given which has the effect of giving effect to the conflicting policy, in which case Clause 7 shall apply.
- 31.3. The Contractor shall operate systems to ensure the continuing quality of the Custodial Service.
- 31.4. No variation of the Contract Price shall be made by reason of any obligation imposed on the Contractor by reason of, or arising out of, this Clause 31.

## **PART VI - FINANCE**

### **32. Price**

- 32.1. The Authority shall pay to the Contractor an amount calculated by reference to the formula in paragraph 8 of Schedule E (subject to any variations to the constituent elements of the said formula as provided for in Clauses 7 and 33).

- 32.2. No payment of the Contract Price shall become due to the Contractor until after the date when 50 Available Prisoner Places have been provided to the Authority by the Contractor.
- 32.3. Payment of the Contract Price shall be made by the Authority monthly in arrears. Each such payment shall be claimed by the Contractor by the submission of an invoice, together with such other documentation supporting the invoice and information as the Authority may from time to time reasonably require, on or after the last day of the month in relation to which payment is claimed. Payment of each part of the Contract Price shall be made by the Authority within 30 days of the date of receipt of the invoice in respect of that payment and such other documentation and information as has been reasonably required by the Authority as aforesaid, or if there is more than one such date, within 30 days of the last of them.
- 32.4. In the event that the Authority, acting in good faith, disputes that any amount claimed by the Contractor in accordance with Clause 32.3 is actually due to it under the Contract then:
- 32.4.1. the Authority shall pay such part of the amount claimed as is not in dispute, but shall be entitled to withhold the balance pending resolution of the dispute;
- 32.4.2. the Parties shall use all reasonable endeavours to resolve the dispute on or before the date on which payment is due, and if they fail to do so, either Party shall be entitled to refer the matter to the Dispute Resolution Procedure specified in Clause 63; and
- 32.4.3. following resolution of the dispute, that part of the balance of the amount claimed by the Contractor in accordance with Clause 32.3 agreed or adjudged to be due to the Contractor shall be promptly paid to it by the Authority, together with interest thereon at a rate per annum equal to the base rate of the Agent prevailing from time to time plus 2% from the last day of the 30 day period referred to in Clause 32.3 in respect of that period until the date of payment in full (except to the extent that the failure of the Authority to make payment after resolution of the dispute results from a technical failure affecting the banking system generally).
- 32.5. If any undisputed payment due under the Contract remains unpaid after the last day on which such amount could have been paid to the Contractor under Clause 32.3, then except where such failure results from a technical failure affecting the banking system generally interest shall accrue thereon at a rate per annum equal to the base rate of the Agent prevailing from time to time plus 2% from the day after the last day on which such amount could have been paid to the Contractor under Clause 32.3 until the date of payment in full (except where such payment remains unpaid as a result of a technical failure affecting the banking system generally).

### **33. Variation of Price**

- 33.1. The formula for calculating the Contract Price as specified in paragraph 8 of Schedule E is fixed and is not subject to revision except as provided in Clause 7 or this Clause 33.
- 33.2. Where any Prison Legislation alters the costs incurred by the Contractor in fulfilling its obligations under the Contract, the provisions of Clause 7 shall apply as if the references therein to a Notice of Change were references to Prison Legislation, provided that:
- 33.2.1. the date on which the Notice of Change takes effect shall be deemed to be the date on which the Prison Legislation comes into force; and
- 33.2.2. for the purposes of Clause 7.5, the Notice of Change shall be deemed to have been given on the date of enactment of the Prison Legislation.
- 33.3. When any Security Technology Change arises or comes to the attention of the Contractor, the Contractor shall as soon as reasonably practicable notify the Authority of such matter and shall provide to the Authority all information in its knowledge or possession necessary to enable the Authority to evaluate the position. Upon such notification, or if the Authority reasonably believes that a Security Technology Change has occurred or should occur, the Authority shall serve notice on the Contractor of such belief, whereupon the Contractor shall implement the Security Technology Change if it has not already done so and:
- 33.3.1. the Contractor shall, within 14 days of receipt of such notice, provide the Authority with a quotation to reduce the Contract Price, taking into account any One - off Expenditure which the Contractor has incurred in implementing the Security Technology Change, or would incur if it did implement the Security Technology Change;
- 33.3.2. the Contractor shall submit all the information referred to in Clause 52 as the Authority may reasonably require, together with break-downs of prices and supporting material as the Authority may require including wage rates, suppliers costs, overhead and profit calculations for the Authority to ascertain the amount of reduction in costs which the Contractor will or should achieve as a result of the said Security Technology Change; and
- 33.3.3. the Contractor and the Authority shall agree a reduction in C (as that expression is defined in paragraph 8 of Schedule E), which will be an amount equal to 75% of the reduction in the costs of the Contractor, and (but without double counting) any Sub-contractors (calculated on a consolidated basis) which result or will result from the said Security Technology Change.

In the event that any Security Technology Change which is yet to be put in place at the time of the notification by the Contractor referred to in this sub-Clause requires any One - off Expenditure on the part of the Contractor before it can be put in place in the Prison, Clause 7.5 shall apply in place of this Clause 33.3 in

respect of such notification as though it were a Notice of Change under Clause 7.1.

- 33.4. Any variation to the Contract Price or any constituent element thereof pursuant to Clause 7 or this Clause 33 shall be set in accordance with the Price Variation Guidelines where applicable and otherwise at a level so as to ensure that the Contractor is in no better or worse financial position as a direct result of the Notice of Change becoming effective as it was prior to that event.
- 33.5. Any variation to the Contract Price or any constituent element thereof pursuant to Clause 7 or this Clause 33 shall separately identify the variation to be made to each constituent element of the Contract Price, and in particular (but without prejudice to the foregoing generality) shall separately identify the variation to be made to F, I<sub>1</sub> and I<sub>2</sub> (as those expressions are defined in paragraph 8 of Schedule E)

## **34. Additional Prisoner Places**

- 34.1. The Authority may by written notice served at any time six months after the Full Operation Date, require the Contractor to provide such number of Additional Prisoner Places as is specified in the notice to a maximum aggregate at any one time of 192 and for such period as is specified in the notice. The Authority shall give such notice as far in advance as is reasonable in the circumstances (taking into account the staffing resources which would be available to the Contractor to comply with such notice if the Contractor used its best endeavours to comply with such notice in the shortest possible time and recruited, trained and deployed staff as necessary accordingly), provided that:
- 34.1.1. in the case of emergencies, in which case the Authority may require provision of such Additional Prisoner Places with immediate effect, but will provide the Contractor with such assistance as is reasonably required in the circumstances (including, if appropriate, a temporary waiver of any relevant obligations of the Contractor); and
- 34.1.2. on the first occasion on which the Authority serves notice in accordance with this Clause 34.1, except in the case of emergencies, the Authority shall give the notice not less than 30 days in advance of the date on which it requires the Additional Prisoner Places to be provided.

In the event that the Authority gives notice to the Contractor in accordance with this Clause 34.1, it shall pay to the Contractor any sum which may be payable to the Contractor in respect of such Additional Prisoner Places in accordance with paragraph 10 of Schedule E within 30 days of receipt of an invoice in respect of such sum.

- 34.2. The Contractor shall receive a Variable Payment for the Additional Prisoner Places required by the Authority for the period specified in the relevant notice served under Clause 34.1, on condition that each such Additional Prisoner

Place satisfies the conditions for being an Available Prisoner Place and the conditions contained in Clause 23.1. The Variable Payment shall be paid in accordance with paragraph 6 of Schedule E. For the avoidance of doubt, and notwithstanding any other provision in the Contract, the Variable Payment, and any applicable Additional Prisoner Places Start-Up Fee payable in accordance with paragraph 10 of Schedule E, shall be the only payments due from the Authority to the Contractor in respect of any Additional Prisoner Places so required by the Authority.

- 34.3. The Contractor shall not refuse to accept a Prisoner for an Additional Prisoner Place where such Prisoner has been sent to the Prison by any court, and shall not refuse to accept a Prisoner for an Additional Prisoner Place where it receives a request to do so from the Authority. In the event that the Contractor fails to accept any Prisoner for an Additional Prisoner Place, the Contractor shall, if so required by the Authority in writing, pay liquidated damages to the Authority at the daily rate of £100 Index Linked per day (such rates representing a reasonable pre-estimate of the costs incurred by the Authority in consequence of the Contractor's failure to comply with its obligation to provide the appropriate number of Available Prisoner Places), until the earlier of the date on which:

34.3.1. £1000 Index Linked has been paid in respect of such the failure to accept such Prisoner; and

34.3.2. the number of Additional Prisoner Places filled at the Prison is equal to or greater than the number of Additional Prisoner Places which would have been filled had such Prisoner been accepted by the Contractor.

The Contractor shall pay to the Authority the amount of any liquidated damages due under this Clause monthly in arrears, each payment being made within 14 days of the end of any month in which liquidated damages became due to the Authority.

## **35. Performance Measures**

- 35.1. Without prejudice to the Authority's rights under Clause 39, the amount payable by the Authority to the Contractor under the Contract shall be reduced in the event that Performance Measures occur such that the number of Performance Points accrued exceeds the Baseline Total for the relevant Performance Quarter. The Contractor shall report all Performance Measures occurring promptly to the Authority, and in any event within 3 days of the occurrence of the Performance Measure coming to the attention of the Contractor. The amount of the reduction shall be calculated for each Performance Quarter in accordance with Schedule F, and shall be deducted from the next payment to be made to the Contractor under the Contract after such calculation has been made by the Authority.
- 35.2. In addition to any other right or remedy which the Authority may have under this Contract, and in addition to any Performance Points which may accrue, in both cases either in respect of such an event or the causes of or circumstances leading to such an event, in the event of the escape of any Prisoner from the

Prison or, in the case of a Prisoner being escorted outside the Prison, the Prisoner escapes from the custody of the Contractor or its Sub-contractors, for any period, the Contractor shall be liable forthwith to make a payment to the Authority of £75,000 for each Category A Prisoner who escapes and £50,000 for every other Prisoner who escapes, such amounts to be Index Linked.

### **36. Value Added Tax**

- 36.1. The Contract Price together with any other payments due from the Authority to the Contractor under the Contract shall be exclusive of Value Added Tax, and all reference to fees and prices in this Contract shall be regarded as exclusive of Value Added Tax. The Authority shall pay to the Contractor a sum equal to the Value Added Tax which may be properly chargeable on the value of the provision of the Services under the Contract, in addition to the Contract Price.
- 36.2. Any invoice or other request for payment of moneys due to the Contractor under the Contract shall be in the same form and contain the same information as if the same were a tax invoice for the purpose of the regulations made under the Value Added Tax Act 1994.
- 36.3. Any payment to the Contractor by the Authority pursuant to the provisions of Clause 42 shall be regarded as exclusive of Value Added Tax and the Authority shall pay to the Contractor in addition to the payment a sum equal to the amount of any Value Added Tax which may be properly due thereon.

### **37. Recovery of Sums Due**

Whenever, under the Contract, any sum or sums of money shall be recoverable from or payable by the Contractor by or to the Authority, the same may be deducted from any sum then due, or which at any time thereafter may become due, to the Contractor under the Contract, or under any other contract which the Contractor has with the Authority or with the Crown.



## **PART VII - TERMINATION**

### **38. Default by Contractor**

38.1. Without prejudice to any other rights of the Authority hereunder in respect of any breach of the Contract by the Contractor, each and any of the following events shall constitute an Event of Default on the part of the Contractor in respect of which the Authority, if it so elects, may terminate the Contract in accordance with Clause 39 of the Contract:

38.1.1. any failure by the Contractor to perform, keep, observe, meet or comply with any of the terms of the Contract where such failure:

- (a) has a material effect on the performance of the Services as a whole; or
- (b) is an event which has occurred persistently, which would not have occurred if the Contractor was complying with Good Industry Practice, and which continues to occur or re-occurs persistently following notice to the Contractor that the continued occurrence or re-occurrence of that event might lead to termination of the Contract; or
- (c) either by itself or in addition to other such failures, is, in the reasonable opinion of the Authority, a fundamental breach of its obligations as a whole or a material part thereof;

provided always that:

- (i) neither a failure of the type referred to in Clauses 38.1.2 or 38.1.3 is capable of falling within this Clause 38.1.1; and
- (ii) prior to the issue of the Engineer's Declaration, any failure to comply with the provisions of Schedule A shall not be capable of falling within this Clause 38.1.1;

38.1.2. failure to obtain the Engineer's Declaration on or before the date falling 120 days after the Contractual Opening Date;

38.1.3. failure to provide 50 Available Prisoner Places within 6 months after the date upon which the Engineer's Declaration is obtained;

38.1.4. failure to provide all 500 Available Prisoner Places and all Additional Prisoner Places which the Contractor is required to provide under the Contract for a continuous period of 30 days or more at any time after the Actual Full Operation Date except where the Contractor is using best endeavours to restore all such Available Prisoner Places and Additional Prisoner Places which are unavailable as soon as practicable;

38.1.5. failure to pay any liquidated damages in accordance with Clause 20 on or before the date falling 30 days after the due date (except where such failure results from a technical failure affecting the banking system generally);

38.1.6. if:

- (a) a court makes an order that the Contractor be wound up; or
- (b) any administrator, manager, administrative receiver, receiver or manager is appointed to the Contractor or over all or substantially all 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 or creditor to appoint such an administrator, manager, administrative receiver or receiver (other than for the purpose of a bona fide internal reorganisation or amalgamation consented to in advance of the appointment by the Authority); or
- (c) a meeting of creditors of the Contractor passes, or a meeting of any class of shareholders of the Contractor is convened for the purposes of considering, a resolution for the winding-up of the Contractor (other than for the purposes of a bona fide internal reorganisation or amalgamation consented to by the Authority in advance of such meeting); or
- (d) a petition for an administration order is presented and such petition is not withdrawn within 30 days; or
- (e) a petition is presented or other steps are taken for the purposes of the winding up of the Contractor (other than for the purposes of a bona fide internal reorganisation or amalgamation consented to by the Authority in advance) and any such petition is not, or such other steps are not discharged or withdrawn within 30 days; or
- (f) the Contractor makes a voluntary arrangement or composition in satisfaction of its debts or a scheme of arrangement of its affairs; or
- (g) any events similar to those described in paragraphs (a) to (f) of this Clause 38.1.6 occurs under the law of any other jurisdiction to which the Company is subject;

38.1.7. if any diligence, distress or execution of whatsoever nature is levied against any of the Contractor's assets and the amount in respect of which it is so levied is not paid or discharged within 28 days of such levying, or a judgement against the Contractor in respect of an amount in excess of £250,000 Index Linked remains unsatisfied for more than 28 days; or

38.1.8. if a change of control of the Contractor (as defined in Clause 43) occurs without the prior written consent of the Authority or as otherwise permitted in Clause 43.

## **39. Termination for Default and Authority's Step In on Default**

- 39.1. Where an Event of Default has occurred, the Authority may (subject to Clause 39.2) terminate the Contract by giving notice in writing of such termination to the Contractor, Receiver, Liquidator or any other person in whom the Contractor's interest in the Contract may be vested from time to time, which notice shall specify the Event of Default which has occurred and, where appropriate, the circumstances which have occurred which constitute the Event of Default. The Contract shall terminate immediately on the giving of such notice.
- 39.2. No Termination Notice may be served and the Authority may not exercise its rights set out in Clause 39.7 in respect of an event of the type described in Clauses 38.1.1(a) or 38.1.1(c) unless the Authority has first given the Contractor a notice (a "Rectification Notice") that it considers that an Event of Default has occurred thereunder, specifying the Event of Default which has occurred and, where appropriate, the circumstances which have occurred which constitute the Event of Default, and has given the Contractor a reasonable period of time to rectify the Event of Default.
- 39.3. On receipt of the Rectification Notice, the Contractor shall immediately ensure that all steps are taken to deal with or mitigate the effect of the Event of Default and, in addition, shall begin to remedy the Event of Default. Further, where so required by the Authority, the Contractor shall propose a programme, as soon as practicable (and in any event not later than the date falling 3 days after the receipt of such Rectification Notice) of the steps which it intends to take to remedy such Event of Default (which proposal is hereinafter referred to as the "proposal for rectification"). For the avoidance of doubt, such proposal for rectification may include a proposal by the Contractor to terminate the Operating Sub-contract and to enter into a contract with another service provider for the latter to provide that part of the Services currently being provided by the Operating Sub-contractor in accordance with the provisions of Clause 8.
- 39.4. Subject to Clause 39.6, for the period during which the Contractor is using its reasonable endeavours to remedy the Event of Default then the Contract will continue. The Contractor shall provide such evidence as the Authority may reasonably require to demonstrate to the Authority that it is using its reasonable endeavours, taking into account the seriousness, materiality and circumstances surrounding the Event of Default.
- 39.5. Where a proposal for rectification is received by the Authority within 3 days of the receipt of the Rectification Notice and is approved by the Authority (such approval not to be unreasonably withheld or delayed, and where such approval is withheld, the Authority shall be bound to give reasons), the Contractor shall carry out such approved rectification and remedy the Event of Default within the period specified in the Rectification Notice or, where different, the period

specified in the approved proposal for rectification. At the expiry of such period, if the Contractor has remedied the Event of Default, no further action will be taken and the Contract will continue. In the event that the Authority withholds its consent to a proposal for rectification, then provided that the Contractor continues to take all steps to deal with or mitigate the effect of the Event of Default and has begun to remedy the Event of Default in accordance with Clause 39.3, the Contractor may submit one further proposal for rectification. Such further proposal for rectification shall be submitted to the Authority for its approval (such approval not to be unreasonably withheld or delayed) within 3 days of the date of the Authority giving reasons for withholding its approval to the original proposal for rectification. If the Authority approves the further proposal for rectification, then the Contractor shall carry out such approved rectification and remedy the Event of Default within the period specified in the Rectification Notice or, where different, the period specified in the approved proposal for rectification. At the expiry of such period, if the Contractor has remedied the Event of Default, no further action will be taken and the Contract will continue.

39.6. If:

39.6.1. the Contractor does not deliver a proposal for rectification within 3 days of the date of receipt of such Rectification Notice or, where approval for a proposal for rectification has been withheld the Contractor does not deliver a proposal for rectification in accordance with Clause 39.5; or

39.6.2. the Contractor does not, following approval of a proposal for rectification under Clause 39.5, carry out such approved rectification within the period specified in the Rectification Notice or, where different, the period specified in the approved proposal for rectification, to the reasonable satisfaction of the Authority; or

39.6.3. the Contractor does not at any time exercise reasonable endeavours to remedy an Event of Default; or

39.6.4. a further proposal for rectification is not approved by the Authority pursuant to Clause 39.5; or

39.6.5. if the breach is incapable of remedy,

then the Authority may proceed to terminate the Contract by delivering a Termination Notice to the Contractor, following which the Contract shall terminate immediately.

39.7. Without prejudice to its rights under Clause 39.1 but subject to Clause 39.2 and subject to the remaining provisions of this Clause 39 at any time after an Event of Default has occurred, the Authority shall be entitled to assume control and management and/or provision of the Services or any of them as agent on behalf of the Contractor.

- 39.8. Where the Authority has exercised its rights under Clause 39.7 but without prejudice to the generality of the powers of the Authority to act as agent of the Contractor in relation to the control and management and/or provision of the Services or any of them, the Contractor shall procure that:
- 39.8.1. the Director shall co-operate with and where requested act upon the instructions of such one or more named representatives nominated by the Authority (which may include the Controller) (the “Designated Representative”);
  - 39.8.2. the Contractor and each sub-Contractor shall, without prejudice to their contractual obligations in relation to the provision of the Services, do all that they reasonably can do to enable the Authority to exercise its rights and to procure that the Services (or such part thereof as the Authority has assumed control and management of) are carried out; and
  - 39.8.3. the Staff shall act in accordance with any instructions given by the Designated Representative.
- 39.9. In exercising the rights set out in Clause 39.7, but without prejudice to any other rights under this Agreement, the Authority shall have no rights:
- 39.9.1. to amend, waive, terminate, vary or compromise any contract the Contractor has entered into in relation to the provision of or financing of the provision of Services;
  - 39.9.2. to appoint or dismiss staff employed by the Contractor; or
  - 39.9.3. to enter into any contracts or other arrangements on behalf of the Contractor that will survive or will involve the Contractor in any Claims or Losses that will arise or extend past the date upon which the Authority ceases to act as agent for the Contractor pursuant to this Agreement.
- 39.10. The Authority shall be fully indemnified and held harmless by the Contractor in respect of all Claims or Losses, including additional management time, which it incurs whilst it is acting as Agent for the Contractor in accordance with the terms of this Agreement (except to the extent that such Claims or Losses arise from the negligence of the Authority, any agent, employee or representatives of the Authority or otherwise to the extent that such Claims or Losses in respect of any one occasion when the Authority has acted as such Agent exceed £10,000,000 Index Linked). The Authority shall provide such evidence as the Contractor may reasonably require in support of any claim for indemnification made under this Clause 39.10.
- 39.11. The Authority shall not be liable as principal nor be deemed to have adopted any contract (including any contract of employment of any of the Staff) or any other liability of the Contractor with or to a third party.
- 39.12. The Authority’s rights to act as the Contractor’s agent pursuant to this Clause 39 shall cease on the earlier of:

- 39.12.1.the date falling no later than the date 6 months following the initial exercise by the Authority of such rights unless otherwise agreed by the parties and without prejudice to the Authority's rights pursuant to Clause 39.14; and
  - 39.12.2.the date on which the Contractor has demonstrated to the reasonable satisfaction of the Authority that it is capable of performing its obligations under the Contract.
- 39.13. Notwithstanding any other provisions of the Contract, the Contract Price shall continue to be payable in respect of the period during which the Authority acts as agent of the Company pursuant to this Clause 39 but the Authority shall be entitled to deduct from any payment of the Contract Price (whether made during that period or otherwise) any sums which may become due to the Authority by virtue of Clause 39.10.
- 39.14. At any time following the exercise by the Authority of its rights pursuant to Clause 39.7, the Authority shall be entitled at its absolute discretion:
- 39.14.1.provided that the Event of Default entitling the Authority to terminate has not arisen as a result of any act or omission of the Authority whilst exercising its rights under Clause 39.7, to terminate this Agreement forthwith on written notice to the Contractor; or
  - 39.14.2.to end the assumption of such responsibilities once reasonably satisfied that the Contractor is in a position to resume and fully discharge those responsibilities.
- 39.15. For the purposes of this Clause 39, in considering what is a reasonable period of time or whether a party is using its reasonable endeavours, account shall be taken, *inter alia*, of:
- 39.15.1.the seriousness of the Event of Default;
  - 39.15.2.the materiality of the Event of Default;
  - 39.15.3.the circumstances surrounding the Event of Default;
  - 39.15.4.the causes of the Event of Default;
  - 39.15.5.the effect on the safety and/ or welfare of Prisoners of the Event of Default;
  - 39.15.6.the effect on security at the Prison of the Event of Default;
  - 39.15.7.the effect on the operation and maintenance of the Prison of the Event of Default;
  - 39.15.8.any period of time already available to or afforded to the Contractor to remedy the Event of Default; and

39.15.9. where appropriate, whether it is the right to exercise rights under Clause 39.7 or the right to deliver a Termination Notice pursuant to Clause 39.6 which it is sought to exercise.

39.16. The Authority agrees that it will not, and is not entitled to, terminate the Contract other than in accordance with this Clause 39, or as otherwise specifically provided in the Contract.

## **40. Voluntary Termination**

The Authority may terminate the Contract on the date falling 5 years after the Contractual Opening Date or at any time thereafter by giving the Contractor at least six months prior written notice of termination. The Contract shall terminate upon the expiry of the period of such notice, and on such termination compensation will be payable to the Contractor in accordance with Clause 42.2.

## **41. Force Majeure**

In the event of a force majeure event (as hereinafter defined) arising during the term of the Contract which directly causes the Contractor to be unable to comply with its obligations under the Contract to any material extent, both Parties shall be excused performance of any and all obligations imposed upon them by the Contract to the extent that such obligations cannot be complied with by reason of the force majeure event. The Contractor and the Authority may, if they so choose, agree such terms as are appropriate for the continued performance of the Contract (including, if such terms are agreed, a variation to the Contractual Opening Date, the Full Operation Date and the Phase - In Timetable to the extent that these have been affected by the occurrence of the force majeure event). If no such terms are agreed within 60 days of the commencement of the said event, such event is continuing or its consequence remains so that the Contractor is unable to comply with its obligations to any material extent, and the Authority has failed to serve a Notice of Change requiring a variation to the Services to take account of the force majeure event within the said 60 day period, the Contract shall thereupon terminate, subject to the terms of Clause 42.

The force majeure events are:

- (a) war, civil war (whether declared or undeclared) or armed conflict arising within and affecting Scotland; or
- (b) nuclear, chemical or biological contamination of the Site arising from any of the events at (a) above or arising from an act of terrorism; or
- (c) substantial damage arising from the effect of sonic booms,

in each case occurring after the Date of Signature.

## 42. Payment for Termination

- 42.1. In the event of termination of the Contract under Clause 39, the Authority shall pay to the Contractor the amount calculated in accordance with Schedule G. Such amount or the balance remaining unpaid thereof from time to time shall bear interest at the rate of LIBOR plus 0.75%. Such interest shall accrue and shall be paid six monthly in arrears, the first such payment to be made on the date falling six months after the Termination Date. Such amount shall be paid at the option of the Authority either:
  - 42.1.1. in arrears in equal instalments paid every six months during the period commencing on the Termination Date and ending on the earlier of the date falling five years after the Termination Date, or the expiry of the period for which payments to the Banks are to be paid by the Contractor under the Senior Financing Agreements the first such payment to be made on the date falling six months after the Termination Date; or
  - 42.1.2. in a lump sum.
- 42.2. In the event that the Authority terminates the Contract under Clause 40, the Authority shall promptly pay to the Contractor the Lender Liabilities and the amount calculated in accordance with Schedule H.
- 42.3. In the event that the Contract terminates under Clause 41, the Authority shall promptly pay to the Contractor the Lender Liabilities.
- 42.4. This Clause 42, and Clauses 6.9, 6.10, 13.3.4 and 44, contain the Contractor's sole contractual entitlement to payment in the event of termination of the Contract. Further, without prejudice to any rights or remedies accrued up to and including the Termination Date, and notwithstanding any other provision of this Clause 42 or any other provision of the Contract, no amount or Lender Liabilities shall be payable by the Authority to the Contractor in accordance with this Clause 42, or Clauses 6.9, 6.10, 13.3.4 or 44, if the Contract is terminated prior to the date on which the Engineer's Declaration is issued.
- 42.5. Any part of a payment to be made in accordance with the Contract under Schedule H relating to gross-up of compensation to take account of taxation shall be regarded as paid promptly if made five business days before the Contractor's liability for taxation in respect of the said payment is due and payable, subject to the provision, at least four weeks in advance, of evidence, in sufficient detail for the Authority to satisfy itself of the basis on which such liability has been calculated.
- 42.6. Notwithstanding the foregoing provisions of this Clause 42, and Schedules G and H, and without prejudice to any other right or remedy which the Authority may have, the Authority may set off against any amount payable to the Contractor by the Authority under this Clause 42 the amount of any actual liability of the Contractor to the Authority under the Contract (in so far as such liability has not already been expressly taken into account by virtue of the provisions of Schedule G or H). In addition, pending the final determination of



any such actual liability, the Authority may withhold from any such amount payable to the Contractor such amount as the Authority may deem reasonably necessary to cover the Authority's potential liability on account of any pending or prospective Claim or Loss made against, or incurred by, (or to be made against or incurred by) the Authority in respect of which the Contractor would be liable to the Authority under the Contract (or would be so liable had the Contract not been terminated), provided that the Authority shall not make any such withholding to the extent that such claim or action is covered by an insurance policy and the insurance carrier has acknowledged such coverage in writing. The Authority and any insurance carrier involved may compromise or settle any Claim or Loss upon such terms as they may deem reasonable. For the avoidance of doubt, it is hereby expressly declared that in the event that any Claim or Loss is made against or incurred by the Authority after the Contract has been terminated in respect of which the Contractor would be liable to the Authority under the Contract (or would be so liable had the Contract not been terminated), the Authority may recover such sum from the Contractor, who shall pay to the Authority on demand the whole amount of such liability.

### **43. Change of Control and Ownership in the Contractor**

- 43.1. The Contractor shall inform the Authority immediately of any change in the ownership of the Contractor. Change of ownership means any material change to the ownership of any shareholding in the Contractor, and a change in the ownership is material if it is a change to the ownership of 3% or more of the Contractor's issued share capital.
- 43.2. The Contractor shall obtain the Authority's approval prior to any change of control of the Contractor (other than where the Funders exercise their rights in respect of shares of the Contractor granted in any document conferring security over any of the shares of the Contractor or if any Shareholder transfers any shares to an existing Shareholder). The Authority may terminate the Contract in accordance with Clause 38.1.8 if such approval is not so obtained. Change of control means an event where any single person or group of persons acting in concert acquires control of the Contractor or any interest in the relevant share capital (as defined in Section 198(2) of the Companies Act 1985) of the Contractor as a result of which that person or group of persons have an interest in 50% or more of the relevant share capital of the Contractor.
- 43.3. For the purposes of this Clause 43 and Clause 38.1.8:
  - 43.3.1. there shall be deemed to be a material change of ownership of the Contractor if there is any change in control of any shareholder holding *3 per cent* or more of the Contractor; and
  - 43.3.2. there shall be deemed to be a change of control of the Contractor if there is a change of control of any shareholder of the Contractor which holds *50 per cent* or more of the relevant share capital of the Contractor; for this purpose, change of control has the same meaning as in Clause 43.2 as if references therein to Contractor were to the shareholder of the Contractor.

## 44. Corrupt Gifts and Payments

44.1. Neither the Contractor nor any Sub-contractor, nor anyone employed by either of them or acting on behalf of either of them, shall:

44.1.1. offer to give or agree to give any person in Her Majesty's Service any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for Her Majesty's Service or for showing or forbearing to show favour or disfavour to any person in relation to this or any other contract with the Authority or any other Government agency, body or department or the Crown;

44.1.2. enter into this or any other agreement with any Government agency, body or department in connection with which commission has been paid or agreed to be paid by it or on its behalf, or to its knowledge, unless before the agreement is made particulars of any such commission and of the terms and clauses of any contract for the payment thereof have been disclosed in writing to the Authority; or

44.1.3. defraud or attempt or conspire to defraud the Crown.

44.2. In the event of any breach of Clause 44.1 by the Contractor or any Sub-contractor or by anyone employed by them or acting on their behalf with or without their knowledge or consent, or the commission of any offence by the Contractor or any Sub-contractor or anyone employed by them or acting on their behalf under the Prevention of Corruption Acts 1889 to 1916 or any other offence relating to fraudulent acts or omissions in relation to this or any other agreement, the Authority may:

44.2.1. where the breach or commission of any offence is occasioned by the Contractor or the Operating Sub-contractor, or any of their employees, terminate the Contract by giving written notice of such termination to the Contractor, which notice shall have immediate effect, and recover from the Contractor the amount or value of any such gift, consideration or commission and the amount of any Loss suffered by the Authority resulting from such breach or commission of any offence and termination; or

44.2.2. where the breach or commission of any offence is occasioned by any Sub-contractor (other than the Operating Sub-contractor) or any of their employees, exercise its rights and remedies under Clause 44.2.1 unless the Contractor terminates or procures the terminating of the relevant Sub-contract within 1 day of the Contractor being informed by the Authority of the breach or commission of an offence, and procures that all those parts of the Services which were being performed by the Sub-contractor are to be performed by the Contractor itself or another Sub-contractor on a temporary basis while a replacement Sub-contractor is appointed, which (subject always to the provisions of Clause 8) shall be within 30 days thereafter; or

- 44.2.3. where the breach or commission of any offence is occasioned by any person other than the Contractor or any Sub-contractor or any of their employees (such persons being hereinafter referred to as “third parties”, exercise its rights and remedies under Clause 44.2.1 unless the Contractor has procured that the employment of the third party (and in the case of an individual, other than an individual employed by the Contractor or a Sub-contractor, of that person’s employer) who was to perform those parts of the Services has been terminated within 1 day of the Contractor being informed by the Authority of the breach or commission of an offence and that all those parts of the Services which were being performed by that third party (and, if appropriate, his employer) are to be performed by the Contractor itself or a Sub-contractor or another third party on a temporary basis while a replacement Sub-contractor or third party is appointed, which (subject always to the provisions of Clause 8) shall be within 30 days thereafter.
- 44.3. Any dispute relating to this Clause 44 may be referred by either party to dispute resolution in accordance with Clause 63, except that the arbiter shall be a Queen’s Counsel nominated by the Dean of the Faculty of Advocates, who shall determine the issue on the balance of probabilities.
- 44.4. In the event of termination of the Contract by the Authority pursuant to this Clause 44, the Authority shall pay to the Contractor the Lender Liabilities within 30 days of the date of such termination.

## **45. Termination Survey**

- 45.1. Twelve months prior to the Expiry Date or upon service of a Termination Notice, whichever is the earlier, the Authority shall carry out a final dilapidation survey of the Land (other than to the extent that it has been incorporated into a public road and is maintained by the appropriate roads authority) and the Prison. The provisions of Clauses 14.2 and 14.3 (and Clause 13 to the extent that it is referred to in Clause 14.2) shall apply to this Survey.
- 45.2. Twelve months prior to the end of the Contract Period or upon service of a Termination Notice, if earlier, the Authority shall retain five per cent. of the Contract Price for each month thereafter on a monthly basis until expiry of the Contract Period or the revocation of the Termination Notice in accordance with the Direct Agreement, such amounts being a reduction of the amount payable to the Contractor hereunder. Such amounts shall be released to the Contractor if a Termination Notice is revoked or withdrawn under the Direct Agreement more than twelve months prior to the expiry of the Contract Period. Upon or after termination of the Contract Period, the Authority shall be entitled to apply any amounts so retained towards payment of the debt due referred to in Clause 45.3. To the extent that, following completion of any repairs or other works as are referred to in this Clause 45, the amount so retained exceeds the amount of such debt due, such excess shall forthwith be paid by the Authority to the Contractor.
- 45.3. If upon the termination or conclusion of the Contract Period, the Contractor has failed to carry out any repairs to or maintenance of the Prison required as a

result of the survey, the value of the repairs shall be off-set against any payment due to the Contractor hereunder, or alternatively, at the discretion of the Authority or where no payment is or shall become due to the Contractor hereunder, shall become a debt due to the Authority from the Contractor.

## **46. Notice of Default Events**

The Contractor shall notify the Authority immediately it has knowledge of any event which constitutes an Event of Default or an event which with the giving of notice or lapse of time or making of any determination would constitute an Event of Default.

## **47. Consequential Arrangements on Expiry or Termination**

- 47.1. Upon the expiry or termination of the Contract, for any reason whatsoever, the Contractor shall co-operate with the Authority to such extent as the Authority may require for a period of up to 6 months from the date of expiry or termination, the duration of such period to be determined solely by the Authority, to ensure an orderly and efficient transition from the management of the Prison by the Contractor to the management of the Prison by the Authority or some other person. The Contractor shall use his reasonable endeavours to ensure that any Sub-contractor engaged to perform obligations of the Contract complies with this Clause. The Authority shall reimburse to the Contractor and the Sub-contractors all reasonable costs and expenses incurred in satisfying the provisions of this Clause, such amount of reimbursement being subject to reduction in respect of any amounts outstanding from the Contractor or any Sub-contractor to the Authority. Further, the Authority shall permit the Contractor such access to the Prison as may reasonably be required by the Contractor to comply with its obligations under this Clause 47.1.
- 47.2. Notwithstanding, and without prejudice to, Clause 5.1, the Contractor shall indemnify the Authority against all costs and expenses incurred by the Authority as a result of the assumption of the obligations by it pursuant to the Transfer of Undertakings (Protection of Employment) Regulations 1981 or any other law or regulation which transfers to the Authority on the expiry or earlier termination of the Contract any obligations incurred by the Contractor; for the avoidance of doubt, the indemnity hereby granted by the Contractor in favour of the Authority shall extend to any costs or expenses incurred by the Authority in respect of any redundancy or unfair dismissal costs, whether in respect of Members of Staff, or in respect of employees of the Authority to whom such obligations are incurred by way of redundancy payments due to the treatment of employees of the Authority and Members of Staff being treated as a single pool for such purposes, provided always that the Authority shall only be entitled to claim indemnity under this Clause 47.2 for redundancy payments for a number of employees equal to the number of Members of Staff whose contracts of employment are transferred by virtue of the aforementioned Regulations.
- 47.3. At any time during the Contract Period, or at any time thereafter, the Contractor shall provide to the Authority in writing such information as the

Authority may reasonably require relating to the Staff including (but not restricted to) the number of such Staff, the post in which each Member of Staff is employed, the salary, wages and other remuneration paid to each such Member of Staff, the period of notice required to terminate the employment of each such Member of Staff, the whole terms and conditions of employment of each such Member of Staff and the whole terms and conditions of any occupational pension scheme of which any such Member of Staff is a member, together with the number of such Members of Staff who are member of each such scheme.

- 47.4. The Authority may give the information provided to it by the Contractor in accordance with Clause 47.3 to any firm, company, person or other legal entity invited to tender in respect of any contract for the provision of the Services, or any part thereof, for any period commencing after the expiry or earlier termination of the Contract.
- 47.5. The Contractor irrevocably consents to the disclosure of the information provided by it in terms of Clause 47.3 in accordance with the provisions of Clause 47.4, and irrevocably waives any right of confidentiality which it may have in respect of the said information and any other right which it may have in respect of the said information which would enable it to prevent the disclosure or publication of the said information by it or the Authority in accordance with the provisions of Clauses 47.3 and 47.4. The Contractor shall ensure and procure that the conditions of employment of each Member of Staff shall be such that the Contractor shall be entitled to release to the Authority for the purposes of the Contract information which may otherwise be confidential as between the Members of Staff and their respective employers.
- 47.6. The provisions of Clauses 47.1 to 47.5 shall apply during the existence of the Contract and after its expiry or termination.

## **PART VIII - MISCELLANEOUS**

### **48. Intervention by the Secretary of State under Section 111 of the Criminal Justice and Public Order Act 1994**

- 48.1. The Contractor shall comply with the provisions of Section 111 of the Criminal Justice and Public Order Act 1994.
- 48.2. In the event that the Secretary of State appoints a Governor of the Prison by virtue of his powers under Section 111, the Contract shall continue in force, and all provisions of the Contract shall, without prejudice to the Authority's rights under Clause 39, continue to operate, save that the functions that would otherwise be exercisable by the Director or the Controller shall be exercised by the Governor.
- 48.3. Any and all costs and expenses incurred by the Authority as a result of action being taken by virtue of Section 111 will be reimbursed to the Authority by the Contractor, and the Authority shall be entitled to set off all such amounts due

to it against any other amounts due to the Contractor from the Authority hereunder.

## **49. Public Relations and Publicity**

- 49.1. The Authority may publish information about the Contract and the performance of the Contractor and the Sub-contractors under the Contract and any other information as it may deem appropriate from time to time, other than in respect of the Confidential Matters, which it may only publish in the following circumstances:
  - 49.1.1. in response to enquiries from Parliament, its members and officers;
  - 49.1.2. in response to enquiries legitimately made by persons acting in the public interest;
  - 49.1.3. where the information published relates to the outcome of the procurement process for the Contract and is required to be published in the Official Journal of the European Union or elsewhere provided that this is in accordance with EC directives or United Kingdom Government policy on the disclosure of information relating to Government contracts;
  - 49.1.4. where required to do so by law;
  - 49.1.5. in response to a request made which is of a kind to which the Authority would normally respond under the Code Of Practice on Access to Government Information (1994) (or any successor to the said Code), providing always that in so responding the Authority shall comply with the provisions of the said Code (or its successor);
  - 49.1.6. to any other department, office or agency of the Crown, or to any person engaged by the Authority in connection with the Contract, provided that in disclosing the information the Authority has required that the information is treated as confidential, including requiring confidentiality undertakings where appropriate; or
  - 49.1.7. with the prior written consent of the Contractor.
- 49.2. The Contractor shall not, and shall ensure and procure that its agents, employees, representatives and Sub-contractors do not, communicate with representatives of the press, television, radio or other communications media on any matter concerning the Contract without the prior approval of the Authority.
- 49.3. No facilities to photograph or film in or upon the Land, Site or the Prison shall be given or permitted by the Contractor unless the Authority has given prior written approval.

- 49.4. The Contractor shall do all things necessary to facilitate the Authority's compliance with the Code Of Practice on Access to Government Information (1994).

## **50. Confidential Information**

- 50.1. The Contractor shall, and shall ensure and procure that its agents, employees, representatives, and those of its Sub-contractors, comply with the provisions of Section 115 of the Criminal Justice and Public Order Act 1994.
- 50.2. The Contractor shall, and shall ensure and procure that its agents, employees, representatives and those of its Sub-contractors, comply with the provisions of the Official Secrets Acts 1911-1989.
- 50.3. The Contractor shall take all reasonable steps, by instruction, display of notices or other appropriate means, to ensure that all persons including Staff or Sub-contractors employed on any work in connection with the Contract have notice that the statutory provisions referred to in Clauses 50.1 and 50.2 apply to them and will continue to apply to them after the completion or earlier termination of the Contract and after termination of their employment.
- 50.4. The Contractor shall not disclose or make use of the Contract or any provision thereof or any information which it acquires by reason of the performance of the Services otherwise than in the proper performance of the Services except with the prior written consent of the Authority. Such disclosure shall be made in confidence and shall be limited to disclosure necessary for the purposes of the proper performance of the Services.
- 50.5. At the end of the Contract Period, the Contractor shall ensure that all documents in its possession, custody or control, which contain information relating to any Prisoner who is or has been detained at the Prison, and any such documents in the possession, custody or control of a Sub-contractor, are delivered to the Authority. Any rights which the Contractor may have in the said documents are hereby assigned to the Authority with effect from the end of the Contract Period.
- 50.6. Notwithstanding any of the provisions of this Clause 50 or of Clause 49 either Party may disclose any information to which this Clause 50 or Clause 49 applies:
- 50.6.1. to its professional advisers, the Funders or any person who may become a Funder or in either case their professional advisers under a like duty of confidence to that specified in this Clause 50 or Clause 49;  
or
- 50.6.2. as required by law or any recognised Securities Exchange; or
- 50.6.3. for judicial purposes.
- 50.7. The Contractor shall make available to the Comptroller and Auditor General such documents as he may require which are owned, held or otherwise in the

control of the Contractor (who shall ensure and procure that any person acting on its behalf who has any documents relating to the performance of the Services also makes them available to the Comptroller and Auditor General), and shall provide such oral or written explanations and such other assistance as he may require, for the purposes of enabling the Comptroller and Auditor General:

50.7.1. to examine and certify the Authority's accounts or any of them; or

50.7.2. to carry out any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources.

## **51. Intellectual Property Rights**

- 51.1. All rights in data, reports, drawings, specifications, software designs and any other material produced by the Authority shall vest in and be the property of the Crown.
- 51.2. The Contractor hereby grants the Authority an irrevocable non-exclusive licence in perpetuity free of any charge to use the data, reports, drawings, specifications, plans, software designs, inventions, and any other material of whatsoever nature for the purpose of maintaining and operating the Prison or procuring the same. Where the Contractor has the benefit of a licence whether express or implied from a third party (including any Sub-contractor) to use rights in data, reports, drawings, specifications, plans, software designs, inventions or other material for the purpose of maintaining and operating the Prison, the Contractor shall ensure that it is a condition of that licence that the Authority shall be entitled to a non-exclusive irrevocable licence in perpetuity free of any charge where the third party is or was a Sub-contractor and otherwise where practicable, and where not practicable, at the normal commercial rates charged by third party for such a licence, to use the said data, report, drawings, specifications, plans, software designs, inventions or other material for the purpose of maintaining and operating the Prison or procuring the same whether by a Substitute Entity or by some other person. Where a licence is granted to the Authority by or in consequence of this sub-clause such use will include access to and copying of any or all of the said material during the Contract Period, and thereafter, save that such use or copying shall be only for the purpose of maintaining and operating the Prison or procuring the same, whether by a Substitute Entity or any other person.
- 51.3. The Contractor shall not, and shall ensure and procure that all of the Sub-contractors shall not, sell, copy or use any of the data, reports, drawings, specifications, plans, software designs, inventions or other materials referred to in Clause 51.2 or any Intellectual Property Rights therein for any purpose other than the performance of its obligations under the Contract (and, in the case of any Sub-contractor, for the performance of any of its obligations under its Sub-contract) without the prior written consent of the Authority.
- 51.4. The Contractor shall not, and shall ensure and procure that all of the Sub-contractors shall not, grant a licence to use any of the data, reports, drawings,



specifications, plans, software, designs, inventions or other material referred to in Clause 51.2 to a third party, without the prior written consent of the Authority (not to be unreasonably withheld or delayed) other than to any Sub-contractor or Substitute Entity where such a licence is necessary to enable such Sub-contractor or Substitute Entity to properly perform their duties under the Contract or any Sub-contract.

- 51.5. Where the Authority contributes substantially to the development of such materials or rights as are specified in Clause 51.2, whether by way of the provision of finance, manpower, property, services or otherwise, the Authority is entitled to and shall receive 50% of the gross sale price for the material or rights in the event that such material or rights are sold by the Contractor to any other party.
- 51.6. If a Prisoner creates or produces a work or an invention or a performance, no Intellectual Property rights shall vest in the Authority or the Contractor in relation to the said work, invention or performance.

## **52. Contractor's Records**

52.1. The Contractor shall at all times:

52.1.1. maintain a full record of the costs of performing the Services. Such records shall include details of any commitments made by the Contractor for future expenditure and details of any funds held by the Contractor; and

52.1.2. when requested by the Authority, furnish the summary of any of the aforementioned costs in such form and detail as the Authority may reasonably require; and

52.1.3. afford such facilities as the Authority may reasonably require for its representatives to visit the Site, the Prison or any other place where the records are held and examine the records maintained under this Clause 52.1.

52.2. For the duration of the Contract the Contractor:

52.2.1. shall furnish to the Authority:

- (a) as soon as they become available (and in any event within 90 days of the end of each of its financial periods) copies of its audited financial statements for that period which shall contain an income statement, a balance sheet and a cash flow statement and shall be audited and certified without qualification by a firm of independent accountants;
- (b) as soon as they become available (and in any event within 30 days of the end of each of its financial half-years and within 30 days of each Review Date) copies of its unaudited financial statements for that half-year or year (as the case may be) which

shall contain an income statement, a balance sheet and a cash flow statement;

52.2.2. shall prepare the financial statements referred to in Clause 52.2.1((a)) on a basis consistently applied in accordance with generally accepted accounting principles in the United Kingdom and those financial statements shall give a true and fair view of the results of its operations for the period in question and the state of its affairs as at the date to which the financial statements are made up and shall disclose all the liabilities (actual or contingent) of the Contractor; and

52.2.3. at the request of the Authority, shall furnish the Authority with any and all information provided by it to the Funders.

52.3. The Contractor shall keep books of account in accordance with best accountancy practice with respect to the Contract showing in detail:

52.3.1. expenditure on wages and salaries;

52.3.2. administrative overheads;

52.3.3. expenditure on consumable items;

52.3.4. payments made to Sub-contractors;

52.3.5. capital and revenue expenditure; and

52.3.6. such other items as the Authority may require;

and the Contractor shall have all of the aforementioned available for inspection by the Authority upon reasonable notice, and shall present a report of the same to the Authority as and when requested.

52.4. The Authority's right of access to any records of account under this Clause 52 shall include access for the purpose of carrying out cost audits for verification of cost expenditure for the purpose of Clauses 7 and 33.

52.5. The Contractor shall maintain the following, or shall ensure and procure that the following are maintained:

52.5.1. a full record of all incidents relating to health, safety and security at or on the Site and the Prison which occur during the term of the Contract;

52.5.2. full records of all maintenance procedures carried out at or on the Site and the Prison during the term of the Contract;

52.5.3. an annual report reviewing the medical work and practice of the Prison; and

52.5.4. a Health and Hygiene report to be completed every 6 months,

and the Contractor shall have all of the aforementioned items available for inspection by the Authority upon reasonable notice, and shall present a report of the same to the Authority as and when requested.

- 52.6. The Contractor shall retain copies of, and shall provide to the Authority within the period specified a copy of, any application for any consent or permission from any Relevant Authority, any supporting documentation submitted with such application (both to be provided within seven days of making such application), all correspondence and communications given and received by it in respect of such application (to be provided immediately on being given or received) and the consent or permission granted (or the refusal of such consent or permission) in respect of any such application (to be provided within seven days of receipt).
- 52.7. The Contractor shall maintain such other records relating to the performance of the Services and make the same available to the Authority as the Authority may reasonably require.
- 52.8. The Contractor shall permit records referred to in this Clause 52 to be examined and copied, and, where they are maintained by any Sub-contractor, shall ensure and procure that the Sub-contractors permit the examination and copying of such records, by the Controller and other representatives of the Authority, and the Comptroller and Auditor General.
- 52.9. The records referred to in this Clause 52 shall be retained for a period of at least 5 years after the Contractor's obligations under the Contract have come to an end. Records relating to the construction of the Prison will be retained and provided to the Authority as set out in Schedule M.
- 52.10. Upon the termination of the Contract, and in the event that the Authority wishes to enter into another contract for the operation and management of the Prison with any party (whether the Contractor or otherwise), the Contractor shall comply with all reasonable requests of the Authority to provide information (either directly to such party or to the Authority, who may thereafter provide it to such party) relating to the Contractor's costs of operating the Prison. Such information shall include information relating to the anticipated cost of a transfer of the Prison to a new Contractor.
- 52.11. The Contractor will control any documents relating to the performance of the Services, and access thereto, referred to in Schedule M in the manner set out in that Schedule.

## **53. Independent Contractor**

- 53.1. The Contractor shall at all times be an independent contractor and nothing in the Contract shall be construed as creating the relationship of employer and employee between the Authority and the Contractor or any of the Contractor's employees. Neither the Contractor nor any of its employees shall at any time hold itself or themselves out to be the employee of the Authority and neither the Contractor nor any of its employees shall be entitled to any of the benefits provided by the Authority to its established or unestablished officers and staff.

- 53.2. In carrying out the Services, the Contractor shall act as principal and not as agent of the Authority. Neither the Contractor nor any of its agents, employees, representatives and Sub-contractors shall say or do anything (or omit to say or do anything) which might lead any other person to believe that the Contractor, or any agent, employee, representative or Sub-contractor of the Contractor is an agent of the Authority.

## **54. Authority to Commit and Variation**

- 54.1. A change in the Named Representatives of the Authority does not constitute a variation of the Contract.
- 54.2. Only the Named Representatives of the Authority shall have the power to vary the terms and conditions of the Contract, or to commit the Authority to additional expenditure, and any purported variation of the terms and conditions of the Contract or commitment to additional expenditure which is not agreed to in writing by one of such Named Representatives shall be null and void and shall not bind the Authority in any respect.

## **55. Service of Notices**

- 55.1. Any Notice required or permitted to be given or served by the Authority in terms of the Contract other than a Rectification Notice shall be sufficiently given if it is sent by recorded or registered post addressed to any Named Representative of the Contractor at the address specified in Schedule I, or such other address as may be notified from time to time by the Contractor for the purposes of this Clause. Such Notice shall be deemed to have been given on the second business day after the letter containing same was posted and to prove that any Notice was so given or served, it shall be necessary to prove only that the same was properly addressed and posted as aforesaid.
- 55.2. Any Rectification Notice to be given or served by the Authority shall be sufficiently given if it is delivered by hand to the Director (or where the Director is absent from the Prison, to any of his deputies or the most senior representative of the Contractor then present) or be sent by facsimile transmission to the Contractor at 01344 868867 or to any other number intimated to the Authority by the Contractor for the purpose of service of such a notice. Such notice shall be deemed to be served, and shall take effect, when delivered (in the case of hand delivery) or on transmission of the said facsimile. In proving service of the Rectification Notice by facsimile transmission, it shall be sufficient to prove that such facsimile was duly transmitted to the correct number.
- 55.3. Any Notice required or permitted to be given or served by the Contractor in terms of the Contract shall be sufficiently given if it is sent by recorded or registered post addressed to The Director of Finance and Information Systems, Scottish Prison Service, Calton House, Redheughs Rigg, Edinburgh EH12 9HW or such other address as may be notified from time to time by the Authority to the Contractor for the purposes of this Clause. Such Notice shall be deemed to have been given on the second business day after the letter

containing same was posted and to prove that any Notice was so given or served, it shall be necessary to prove only that the same was properly addressed and posted as aforesaid.

- 55.4. Notwithstanding the foregoing provisions of Clause 55, any notice given under Clause 22 shall be sufficiently given if it is delivered by hand to the Director (or where the Director is absent from the Prison, to any of his deputies or the most senior representative of the Contractor then present) or, where the notice is given under Clause 22 by the Contractor, to the Controller or where he is absent from the Prison to any of his deputies. Such notice shall be deemed to be served, and shall take effect, when delivered. Further, the Parties may at any time agree that any other Notices provided for in the Contract shall be sufficiently given if they are given on behalf of the Contractor by the Director to the Controller, or by the Controller on behalf of the Authority to the Director and if such agreement is recorded in writing, it shall have full effect notwithstanding the foregoing provisions of this Clause 55.

## **56. Discrimination**

- 56.1. The Contractor shall not unlawfully discriminate within the meaning and scope of the provisions of the Race Relations Act 1976, the Sex Discrimination Acts 1975 and 1986 or the Disability Discrimination Act 1995.
- 56.2. The Contractor shall take all reasonable steps to secure that all servants, agents and Sub-contractors do not unlawfully discriminate within the meaning and scope of the legislation referred to in Clause 56.1.

## **57. Data Protection**

- 57.1. The Contractor shall not disclose or allow access to any Personal Data provided by the Authority, or acquired by the Contractor during the course of executing his obligations under the Contract, other than to a person employed or engaged by the Contractor or Sub-contractor.
- 57.2. Any disclosure or access to Personal Data allowed under Clause 57.1 shall be made in confidence and shall extend only so far as necessary for the purpose of the performance of the Contract.
- 57.3. The Contractor shall fully indemnify the Authority against the costs of dealing with any civil claims made against him in respect of information subject to the Data Protection Act 1984, which claims would not have arisen but for any act, omission or negligence on the part of the Contractor, his servants or agents.

## **58. Health and Safety**

- 58.1. All plant, fixtures, fittings, furniture and other equipment supplied by the Contractor in performance of the Contract shall comply with all provisions of any Legislation relating to health and/or safety from time to time in force.
- 58.2. The Contractor shall ensure and procure the observance by itself, its staff and Sub-contractors of all health and safety precautions necessary for the

protection of itself, its staff, Sub-contractors and any other persons on or in the Site or the Prison, including all precautions required to be taken by or under any Legislation.

- 58.3. The Contractor shall ensure and procure the observance by itself, its staff and Sub-contractors of all current and relevant rules, regulations and requirements of statutory or regulatory authorities concerning building works and fire prevention.

## **59. Waiver**

- 59.1. The delay or failure of a Party to insist upon or enforce strict performance of any provision of the Contract, or the failure of either Party to exercise any right or remedy to which it is entitled, shall not constitute a waiver thereof and shall not affect its right thereafter to require complete performance of its obligations under the Contract by the other Party. Without prejudice to the generality of the foregoing, the giving of the Engineer's Declaration shall not on its own relieve or absolve the Contractor from any obligation under the Contract (except to the extent that any such obligation has been properly performed) and shall not be taken as conclusive proof that any obligation of the Contractor has been performed in accordance with the Contract.
- 59.2. No custom or practice of the Parties at variance with the terms of the Contract shall constitute a waiver of any Party's rights under the Contract.
- 59.3. No waiver of any of the provisions of this Contract, or any breach thereof, shall be effective unless it is expressly stated to be a waiver and communicated to the other party in writing.
- 59.4. Any waiver by either party of a breach of any provision of this Contract shall not be considered as a waiver of any subsequent breach of the same or any other provision, or be a waiver of the provision itself.

## **60. Severability**

In the event that any term, condition or provision of the Contract shall be held to be invalid, unlawful or unenforceable to any extent, such term, clause or provision shall, to that extent, be deemed not to form part of and be omitted from the Contract but the validity and enforceability of the remainder of this Agreement shall not be affected.

## **61. Precedence of Terms**

- 61.1. In the event of any conflict between the provisions of Parts I to VIII of this Minute of Agreement and the Schedules and Appendices hereto and any other document forming part of the Contract, the provisions of Parts I to VIII shall prevail, unless the inconsistent provision is specifically expressed to be an amendment of, or to supersede, the inconsistent provisions of, Parts I to VIII.
- 61.2. In the event of any conflict between the provisions of the Lease and the provisions of the Contract, the provisions of the Contract will prevail provided always that notwithstanding the foregoing, the provisions of Clause 12 of the Lease shall apply in respect of the service of notices under the Lease notwithstanding the provisions of Clause 55.
- 61.3. The provisions of the Contract shall be read and interpreted subject always to the Direct Agreement. Accordingly, in the event of any conflict between the provisions of the Contract and the provisions of the Direct Agreement, the provisions of the Direct Agreement shall prevail.

## **62. Whole Agreement/ Scope of the Contract**

- 62.1. The Contract and the Direct Agreement supersede and invalidate all prior commitments, representations, understandings, agreements and documents between or made by the Parties or either of them prior to the Date of Signature, whether orally or in writing, with reference to the subject matter of the Contract or the Direct Agreement, all of which shall become null and void from the Date of Signature. The Contract and the Direct Agreement set out the entire, complete and exclusive agreement and understanding between, and the rights and liabilities of, the Parties relating to the subject matter of the Contract.
- 62.2. Without prejudice to the generality of Clause 62.1:
  - 62.2.1. The Contractor acknowledges that it has not entered into the Contract in reliance on the accuracy or sufficiency of any of the Disclosed Data. The use or reliance upon any of the Disclosed Data by the Contractor shall be entirely at its own risk, and the Authority shall have no liability (in contract, delict or otherwise) in respect of any defect, error, omission or other inaccuracy of whatsoever nature therein, or in respect of any inadequacy or unfitness for purpose of any of the Disclosed Data; and

62.2.2. the Authority gives no warranty or undertaking that the Disclosed Data represents all of the information in his possession or power relevant to the Site or any of the obligations undertaken or to be undertaken by the Contractor under the Contract. The Authority shall have no liability to the Contractor (in contract, delict or otherwise) in respect of any failure:

- (a) to disclose or make available (whether before or after the execution of this Agreement) to the Contractor any information, documents, materials or data;
- (b) to inform the Contractor of any inaccuracy, error, omission, unfitness for purpose, defect or inadequacy in the Disclosed Data; or
- (c) to keep the Disclosed Data up to date.

62.3. The Contractor acknowledges and confirms that it has:

62.3.1. conducted its own analysis and review of the Disclosed Data and has before the Date of Signature satisfied itself as to the accuracy, completeness and fitness for purpose of such Disclosed Data on which it places reliance;

62.3.2. inspected the Land and its surroundings and has satisfied himself before signing the Contract as to:

- (a) the extent, form, nature, sufficiency and condition of the Land and its surroundings, including the ground and sub-soil (including, for the avoidance of doubt, the incidence of any contaminated land or toxic or hazardous waste on the Land);
- (b) the extent of the work and materials necessary for constructing, completing, and maintaining the Works;
- (c) the means of communication with and access to the Land; and
- (d) the provision and location of all utilities; and

62.3.3. carried out all examinations, inspections and surveys and to have obtained all other facts, data and other information of whatsoever nature necessary for carrying out his obligations under the Contract.

62.4. In so far as the Contractor has not done any of the things referred to in Clause 62.3, it shall be deemed to have done so, and the Authority shall not be liable for any costs incurred by the Contractor arising, whether directly or indirectly, out of or in connection with the Contractor's failure to do any of such things.

62.5. Except where, and to the extent that, it is expressly provided for elsewhere in the Contract, no claim by the Company for any extension of time for the performance of any of its obligations or for any additional payment from the Authority will be made or permitted, nor shall the Contractor be released from



any risks or obligations imposed on or undertaken by it under the Contract, and in particular, no such claim or release shall be made or permitted on the grounds of:

62.5.1. any misunderstanding or misinterpretation of any of the Disclosed Data or any of the matters referred to in Clause 62.3;

62.5.2. incorrect or insufficient information relating to the Site or the Services being given to the Company by any person, whether or not in the employment of the Authority; and

62.5.3. the Contractor did not or could not foresee any matter which might affect or have affected the performance of the Services.

## **63. Dispute Resolution**

63.1. Except in the case of any dispute in respect of matters referred to in Clauses 7, 33.2 or 33.3, or any dispute as to the amounts payable under Clause 42, or unless the Authority and the Contractor agree to the dispute being referred to an Arbiter in accordance with Clause 63.3, the Parties shall refer any dispute as to any issue arising out of or in connection with the Contract or the performance of the Services to a person nominated from a panel of experts established for such purpose who shall all be wholly independent of the Contractor and the Authority. The panel of experts shall, in respect of issues relating to the construction of the Prison, be comprised of five persons appointed jointly by the Authority and by the Contractor who shall be experts in relation to construction matters; in respect of issues relating to the provision of the Custodial Services, the panel of experts shall be comprised of five persons appointed jointly by the Authority and the Contractor who shall be experts in relation to the operation and maintenance of prisons but unrelated to the Authority or the Operating Sub-contractor or any of the major competitors of the Operating Sub-contractor. In the case of both panels, the Authority shall appoint a replacement if any member of the relevant panel of experts resigns. In the event that the Authority and the Contractor are unable to agree as to the identity of any member of either panel, such member will be selected by the President for the time being of the Chartered Institute of Arbitrators (Arbiters) Scottish Branch.

63.2. The Expert nominated to consider a dispute referred to him under Clause 63.1 shall be selected on a strictly rotational basis from the panel of experts. Within seven days of appointment in relation to a particular dispute, the Expert shall require the parties to submit in writing their respective arguments. The Expert shall, in his absolute discretion, consider whether a hearing is necessary in order to resolve the dispute, and shall in any event within 14 days of the appointment, provide to both parties his written decision on the dispute. The Expert shall not state any reasons for his decision, and, subject to Clause 63.3.2, it shall be binding on both parties. The Expert's costs of any reference shall be borne as the Expert shall specify or, in default, equally by the Parties.

63.3. In the case of:

63.3.1. any dispute in respect of matters referred to in Clauses 7, 33.2, 33.3 or 42; or

63.3.2. either party being dissatisfied with or otherwise wishes to challenge the Expert's decision made in accordance with Clause 63.2; or

63.3.3. both parties agreeing so to do;

either party may (within 14 days of receipt of the Expert's decision, where appropriate), notify the other party of its intention to refer the dispute to arbitration before a sole arbiter appointed in accordance with the terms of this Clause. The sole arbiter shall be a solicitor, advocate or arbiter recognised by the Chartered Institute of Arbitrators (Arbiters) Scottish Branch of not less than 10 years' standing. If the Parties are unable within 14 days to agree the identity of the arbiter, either party may request the President of the Law Society of Scotland for the time being to make the appointment. The arbiter shall have the power to vary or cancel the decision of the Expert and, where appropriate, to order financial compensation or to award damages, and interest thereon, to or against any of the Parties, to order the implementation of any provision of the Contract, to adjust the terms of, or the amounts payable under, the Contract or to award expenses to or against either of the Parties. Any arbiter appointed under Clause 63.3 may make such procedural directions as he considers necessary, and the Parties shall comply with all such directions. The arbiter shall deliver his decision on any matter referred to him within 28 days of concluding any hearings which may have been held in connection with the matter. The arbiter's decision shall be in writing and shall state his reasons for his decision. The decision of the arbiter shall be final and binding on both Parties.

63.4. For the avoidance of doubt, any decision by the Expert or an arbiter shall take into account any delay in the Contractual Opening Date, the Full Operation Date or the relevant date of the Phase-in Timetable arising as a result of the dispute and shall fix as part of its decision (if resolved in favour of the Contractor) such later date as the Contractual Opening Date as he thinks fair and reasonable in the circumstances.

## **64. Schedules E, H, J and P**

64.1. Notwithstanding any other provision of the Contract, Schedules E, H and J shall be in the form of Schedules E, H and J annexed hereto, but the same shall be completed in accordance with the following. The said Schedules shall be drawn out to complete all of the blanks therein in accordance with the instructions contained in the versions of the said Schedules annexed hereto, and the versions so drawn out shall be signed for and on behalf of the Parties for identification on a day after the Date of Signature. Thereafter, all references in the Contract to Schedules E, H and J shall be deemed to be references to Schedules E, H and J as so completed and signed.

64.2. Notwithstanding any other provision of the Contract, there shall be substituted for the page presently constituting Schedule P a revised Schedule P completed

in accordance with the following. The said Schedule shall be drafted, completed and agreed between the Parties, and the completed Schedule shall be signed for and on behalf of the Parties for identification on a day after the Date of Signature. For the avoidance of doubt, the Parties hereby agree that Coopers & Lybrand may sign the said Schedule as agent on behalf of the Authority. Thereafter, all references in the Contract to Schedule P shall be deemed to be references to Schedule P as so completed and signed.

- 64.3. Notwithstanding any other provision of the Contract, if any of Schedules E, H, J and P are not completed and signed in accordance with the foregoing Clauses 64.1 and 64.2 within five business days of the Date of Signature (or such longer period as the Parties may agree in writing), the Contract shall forthwith terminate and fall without any further steps being required to be taken by either party, and no sums or compensation shall be due to or by either party.

## **65. Governing Law and Jurisdiction**

The Contract shall be construed according to and shall be interpreted in accordance with the Law of Scotland and (subject to the provisions of Clause 63) the Parties irrevocably submit to the jurisdiction of the Court of Session, Edinburgh, in so far as not already subject thereto. IN WITNESS WHEREOF these presents, consisting of this and the preceding ninety nine pages, and Schedules A to Q inclusive annexed hereto, are executed at Edinburgh on the Tenth day of November Nineteen hundred and ninety seven as follows: they are subscribed for and on behalf of the said Kilmarnock Prison Services and they are subscribed by an officer of the Secretary of State for Scotland.

**This is Schedule A to the Minute of Agreement between The Secretary of State for Scotland and Kilmarnock Prison Services Limited dated 10 November 1997 for the Design, Construction, Management and Financing of a Prison at Kilmarnock.**

Details in this Schedule have been redacted on the grounds that they are exempt from publication as their disclosure under the Freedom of Information (Scotland) Act 2002 would, or would be likely to, prejudice substantially the maintenance of security and good order in prisons or in other institutions where persons are lawfully detained. (35(1)(f) of the Act refers.)

## **SCHEDULE A: PART 1**

### **DESIGN AND CONSTRUCTION SPECIFICATION**

#### **PREAMBLE**

The Contractor shall design, construct, complete and commission the Prison in accordance with:

- a. the Room Data Sheets listed in Part 2 of this Schedule;
- b. the Architectural, Structural, Security and Services Specifications listed in Part 3 of this Schedule;
- c. the Architect's, Construction, Secure Line and Indicative Locking, Structural, Services, Security and Planning Approval Drawings listed in Part 4 of this Schedule; and
- d. the reports listed in Part 5 of the Schedule.

The layout of the site and individual buildings shown on the Architect's drawings listed in this Schedule A shall take precedence over the layouts shown on other drawings listed in this Schedule.

#### **Planning Application**

1. It is the Contractor's responsibility to obtain the necessary planning approval for the development of the Prison and any associated Works. The Contractor shall ensure that the whole of the Works are designed and constructed in full compliance with the Plans approved by East Ayrshire Council on, or subsequent to, 21 October 1997 and with the Conditions of the Outline Approvals and the Planning Approval (existing Approvals 97/0641/RM, 96/0229/OL and 96/0230/GD).

#### **Landscaping**

2. The documents listed in this Schedule A contain details of the landscaping design. It should be noted that:

2.1 the Planning Approvals contain conditions relating to the landscaping scheme; and

2.2 for the purposes of the Contractor obtaining the Engineers' Declaration, it is agreed that the Contractor will complete as much of the landscaping works as is possible (giving due consideration to the planting seasons available) during the construction of the Prison, but if it is agreed by the Independent Engineer to carry the completion of the landscaping into further planting seasons, this will not constitute grounds for a Non-Compliance Note being issued by the Independent Engineer. For the purposes of assessing compliance with Schedule A, it is agreed that landscaping work associated with the Prison will only form part of the Engineer's Declaration as far as planting seasons so permit.

### **Contamination**

3. The documents referred to in Part 5 of this Schedule A specify a contamination management strategy which shall be complied with by the Contractor.

### **Statutory Consents**

4. The Contractor shall provide copies of all necessary approvals and consents issued by Statutory and other Regulatory Authorities in connection with the Works to the Independent Engineer to demonstrate compliance with Schedule A.

### **Named Materials and Suppliers**

5. Where any product manufacturer, supplier or material type is referred to in any documents listed in this Schedule A, these manufacturers, suppliers and material types have been specified by the Contractor and are not intended to be binding. The Contractor may, at any time, alter any such manufacturer, supplier or material type provided that the product or material supplied is of equivalent standard and meets any applicable standard specified in the Contract.

### **Commissioning**

6. The scope of the testing and commissioning works for the Prison leading up to the Engineer's Declaration will be sufficient to meet the requirements of the Contract. During the design and construction phases of the Contract, the Contractor will draw up and implement a programme for the testing and commissioning phases for the Works.

7. This programme will be issued by the Contractor to the Independent Engineer one month prior to commissioning of the first building.

### **Fixtures, Fittings and Equipment**

8. The Contractor will be required to demonstrate the functionality of power supplies to equipment provided under Schedule B. Voice and data cabling, including that for the Prisoner Record system, supplied under Schedule A or B will be tested in accordance with manufacturer's recommendations.

**SCHEDULE A: PART 2**

**ROOM DATA SHEETS (PREMIER CUSTODIAL DEVELOPMENTS)**

**SCHEDULE A: PART 3**

**SPECIFICATIONS**

**SCHEDULE A: PART 4**

**DRAWING LIST**



**SCHEDULE A: PART 5**

**CONTAMINATION MANAGEMENT STRATEGY**

**This is Schedule B to the Minute of Agreement between The Secretary of State for Scotland and Kilmarnock Prison Services Limited dated 10 November 1997 for the Design, Construction, Management and Financing of a Prison at Kilmarnock.**

**SCHEDULE B: PART 1**

**EQUIPMENT**

**Definition**

“Equipment” means all, or any of, the fixtures, fittings, furnishings, plant, materials, machinery and other equipment specified in this Schedule, including, where the context so permits, any replacement or substitute fixtures, fittings, furnishings, plant, materials, machinery and other equipment and any additions, extensions or alterations thereto, supplied to or installed at or otherwise in or on the Prison from time to time, and all other fixtures, fittings, furnishings, plant, materials, machinery and other equipment and any additions, extensions or alterations thereto supplied to or installed at or otherwise in or on the Prison from time to time.

**Requirements**

The Contractor shall provide all fixtures, fittings, furnishings, plant, materials, machinery and other equipment which may be necessary from time to time in order to provide the Services in accordance with the Contract (for the avoidance of doubt, such fixtures, fittings, furnishings, plant, materials, machinery and other equipment being deemed to be part of the Equipment). Unless otherwise agreed between the Contractor and the Authority, the Equipment shall include (but not be limited to) such fixtures, fittings, furnishings, plant, materials, machinery and other equipment listed in Part 4 of this Schedule. The Contractor and the Authority shall keep such list under review, with particular reference to items which are no longer required or additional items which are required as a result of design development or the procurement process. Not less than 4 months prior to the Contractual Opening Date, the Contractor shall provide for agreement by the Authority a final list of all additions to, deletions from, and other amendments to such list. The list contained in this Schedule shall be deemed to be amended by the final list produced by the Contractor as agreed by the Authority.

The Contractor shall also provide the IT systems and leased assets referred to in Parts 2 and 3 of this Schedule. Both such IT systems and leased equipment shall form part of the Equipment.

All Equipment must at all times be maintained by the Contractor in such a way as to ensure they are functional and/or operational and in accordance with the requirements of Schedule C.

**Note**

(a) Whenever specifications are detailed for any items listed in this Schedule, the Contractor shall be entitled to provide alternative items of a comparable specification, having

regard to factors, including, but not limited to, the availability, product quality and price of the items specified and of the alternatives.

(b) All items of plant not included in Building Services in Schedule A will be listed in this Schedule.

## **SCHEDULE B: PART 2**

### **IT SYSTEMS**

The Contractor shall provide such hardware and software as will enable the installation and operation of the Authority's Scottish Prison Information Network ("SPIN") Prisoner Record Application to the operating parameters required by Section 7.4.11 of Part 1 of Schedule D. Software and hardware, as required by the Contractor to maintain its operations, will be specified in detail.

## **SCHEDULE B: PART 3**

### **LEASED ASSETS**

The following equipment, which will be confirmed at the 4 month stage, may be subject to lease agreements:

Motor Vehicles;

Photocopier Machines;

Fax Equipment;

Franking Machinery;

Computer Peripherals (being input, output or backing storage devices which can be connected to the Central Processing Unit);

Projection/Conference Equipment;

Telephones (including Mobile Telephones and Personal Pagers); and

Vending Equipment.

**SCHEDULE B: PART 4**

**HM PRISON, KILMARNOCK  
FIXTURES, FITTINGS AND EQUIPMENT - INDICATIVE LIST**

<b>BUILDING</b>	<b>ROOM NO</b>	<b>ROOM</b>	<b>EQUIPMENT</b>	<b>QTY</b>
ADMINISTRATION		LOBBY	BOARD: NOTICE	1
ADMINISTRATION		LOBBY	FIRE EXTINGUISHER	1
ADMINISTRATION	35	MAIL ROOM	BOARD: NOTICE	1
ADMINISTRATION	35	MAIL ROOM	BOARD: WHITE	0
ADMINISTRATION	35	MAIL ROOM	BOOKCASE	0
ADMINISTRATION	35	MAIL ROOM	CHAIR: OFFICE	3
ADMINISTRATION	35	MAIL ROOM	CHAIR: VISITORS	2
ADMINISTRATION	35	MAIL ROOM	COMPUTER TERMINAL	3
ADMINISTRATION	35	MAIL ROOM	DESK: "L" SHAPED	3
ADMINISTRATION	35	MAIL ROOM	FAX	1
ADMINISTRATION	35	MAIL ROOM	FILING CABINET: 4 DRAWER	1
ADMINISTRATION	35	MAIL ROOM	PIGEON HOLES	2
ADMINISTRATION	35	MAIL ROOM	PRINTER: LASER/STAND	0
ADMINISTRATION	35	MAIL ROOM	SAFE	0
ADMINISTRATION	35	MAIL ROOM	STEEL CUPBOARD	1
ADMINISTRATION	35	MAIL ROOM	SWITCHBOARD	1
ADMINISTRATION	35	MAIL ROOM	TABLE: COFFEE	0
ADMINISTRATION	35	MAIL ROOM	TABLE: OFFICE	2
ADMINISTRATION	35	MAIL ROOM	TELEPHONE EXT	3
ADMINISTRATION	35	MAIL ROOM	WASTE BIN	3
ADMINISTRATION	35	MAIL ROOM	WINDOW BLINDS	1
ADMINISTRATION	35	MAIL ROOM	CORRESPONDENCE X-RAY EQUIPMENT	?

BUILDING	ROOM NO	ROOM	EQUIPMENT	QTY
ADMINISTRATION	03	OPERATIONS MANAGER	BOARD: NOTICE	1
ADMINISTRATION	03	OPERATIONS MANAGER	BOARD: WHITE	1
ADMINISTRATION	03	OPERATIONS MANAGER	BOOKCASE	1
ADMINISTRATION	03	OPERATIONS MANAGER	CHAIR: OFFICE	1
ADMINISTRATION	03	OPERATIONS MANAGER	CHAIR: VISITORS	2
ADMINISTRATION	03	OPERATIONS MANAGER	COAT HOOKS	1
ADMINISTRATION	03	OPERATIONS MANAGER	COMPUTER TERMINAL	1
ADMINISTRATION	03	OPERATIONS MANAGER	DESK: "L" SHAPED	1
ADMINISTRATION	03	OPERATIONS MANAGER	FILING CABINET: 4 DRAWER	5
ADMINISTRATION	03	OPERATIONS MANAGER	PRINTER: LASER/STAND	0
ADMINISTRATION	03	OPERATIONS MANAGER	SAFE	1
ADMINISTRATION	03	OPERATIONS MANAGER	STEEL CUPBOARD	1
ADMINISTRATION	03	OPERATIONS MANAGER	TABLE: COFFEE	0
ADMINISTRATION	03	OPERATIONS MANAGER	TABLE: OFFICE	1
ADMINISTRATION	03	OPERATIONS MANAGER	TELEPHONE EXT	1
ADMINISTRATION	03	OPERATIONS MANAGER	WASTE BIN	1
ADMINISTRATION	03	OPERATIONS MANAGER	WINDOW BLINDS	1
ADMINISTRATION	04	ASSISTANT DIRECTOR, SECURITY AND OPERATIONS	BOARD: NOTICE	1
ADMINISTRATION	04	ASSISTANT DIRECTOR, SECURITY AND OPERATIONS	BOARD: WHITE	1
ADMINISTRATION	04	ASSISTANT DIRECTOR, SECURITY AND OPERATIONS	BOOKCASE	1
ADMINISTRATION	04	ASSISTANT DIRECTOR, SECURITY AND OPERATIONS	CHAIR: OFFICE	1
ADMINISTRATION	04	ASSISTANT DIRECTOR, SECURITY AND OPERATIONS	CHAIR: VISITORS	2
ADMINISTRATION	04	ASSISTANT DIRECTOR, SECURITY AND OPERATIONS	COAT HOOKS	1
ADMINISTRATION	04	ASSISTANT DIRECTOR, SECURITY AND OPERATIONS	COMPUTER TERMINAL	1
ADMINISTRATION	04	ASSISTANT DIRECTOR, SECURITY AND OPERATIONS	DESK: "L" SHAPED	1
ADMINISTRATION	04	ASSISTANT DIRECTOR, SECURITY AND OPERATIONS	FILING CABINET: 4 DRAWER	2
ADMINISTRATION	04	ASSISTANT DIRECTOR, SECURITY AND OPERATIONS	KEY CABINET	1
ADMINISTRATION	04	ASSISTANT DIRECTOR, SECURITY AND OPERATIONS	PRINTER: LASER/STAND	0
ADMINISTRATION	04	ASSISTANT DIRECTOR, SECURITY AND OPERATIONS	SAFE	1
ADMINISTRATION	04	ASSISTANT DIRECTOR, SECURITY AND OPERATIONS	STEEL CUPBOARD	1
ADMINISTRATION	04	ASSISTANT DIRECTOR, SECURITY AND OPERATIONS	TABLE: COFFEE	1

BUILDING	ROOM NO	ROOM	EQUIPMENT	QTY
ADMINISTRATION	04	ASSISTANT DIRECTOR, SECURITY AND OPERATIONS	TABLE: OFFICE	1
ADMINISTRATION	04	ASSISTANT DIRECTOR, SECURITY AND OPERATIONS	TELEPHONE EXT	1
ADMINISTRATION	04	ASSISTANT DIRECTOR, SECURITY AND OPERATIONS	WASTE BIN	1
ADMINISTRATION	04	ASSISTANT DIRECTOR, SECURITY AND OPERATIONS	WINDOW BLINDS	1
ADMINISTRATION	02	INVESTIGATIONS	BOARD: NOTICE	1
ADMINISTRATION	02	INVESTIGATIONS	BOARD: WHITE	1
ADMINISTRATION	02	INVESTIGATIONS	BOOKCASE	0
ADMINISTRATION	02	INVESTIGATIONS	CHAIR: OFFICE	1
ADMINISTRATION	02	INVESTIGATIONS	CHAIR: VISITORS	2
ADMINISTRATION	02	INVESTIGATIONS	COAT HOOKS	1
ADMINISTRATION	02	INVESTIGATIONS	COMPUTER TERMINAL	1
ADMINISTRATION	02	INVESTIGATIONS	DESK: "L" SHAPED	1
ADMINISTRATION	02	INVESTIGATIONS	FILING CABINET: 4 DRAWER	1
ADMINISTRATION	02	INVESTIGATIONS	PRINTER: LASER/STAND	0
ADMINISTRATION	02	INVESTIGATIONS	SAFE	0
ADMINISTRATION	02	INVESTIGATIONS	STEEL CUPBOARD	1
ADMINISTRATION	02	INVESTIGATIONS	TABLE: COFFEE	0
ADMINISTRATION	02	INVESTIGATIONS	TABLE: OFFICE	1
ADMINISTRATION	02	INVESTIGATIONS	TELEPHONE EXT	1
ADMINISTRATION	02	INVESTIGATIONS	WASTE BIN	1
ADMINISTRATION	02	INVESTIGATIONS	WINDOW BLINDS	1
ADMINISTRATION	32	MALE WC	HAND DRYER	1
ADMINISTRATION	32	MALE WC	LAVATORY BRUSH	2
ADMINISTRATION	32	MALE WC	MIRROR	2
ADMINISTRATION	32	MALE WC	SANITARY BIN	0
ADMINISTRATION	32	MALE WC	SOAP DISPENSER	2



BUILDING	ROOM NO	ROOM	EQUIPMENT	QTY
ADMINISTRATION	32	MALE WC	TOILET ROLL HOLDER	2
ADMINISTRATION	32	MALE WC	WASTE BIN	1
ADMINISTRATION	29	FEMALE WC	HAND DRYER	1
ADMINISTRATION	29	FEMALE WC	LAVATORY BRUSH	2
ADMINISTRATION	29	FEMALE WC	MIRROR	2
ADMINISTRATION	29	FEMALE WC	SANITARY BIN	2
ADMINISTRATION	29	FEMALE WC	SOAP DISPENSER	2
ADMINISTRATION	29	FEMALE WC	TOILET ROLL HOLDER	2
ADMINISTRATION	29	FEMALE WC	WASTE BIN	1
ADMINISTRATION	27	TYPISTS	BOARD: NOTICE	1
ADMINISTRATION	27	TYPISTS	BOARD: WHITE	
ADMINISTRATION	27	TYPISTS	BOOKCASE	0
ADMINISTRATION	27	TYPISTS	CHAIR: TYPISTS	2
ADMINISTRATION	27	TYPISTS	CHAIR: VISITORS	1
ADMINISTRATION	27	TYPISTS	COAT HOOKS	1
ADMINISTRATION	27	TYPISTS	COMPUTER TERMINAL	2
ADMINISTRATION	27	TYPISTS	DESK: "L" SHAPED	2
ADMINISTRATION	27	TYPISTS	FILING CABINET: 4 DRAWER	1
ADMINISTRATION	27	TYPISTS	PRINTER: LASER/STAND	2
ADMINISTRATION	27	TYPISTS	SAFE	0
ADMINISTRATION	27	TYPISTS	STEEL CUPBOARD	2
ADMINISTRATION	27	TYPISTS	TABLE: COFFEE	
ADMINISTRATION	27	TYPISTS	TABLE: OFFICE	2
ADMINISTRATION	27	TYPISTS	TELEPHONE EXT	2
ADMINISTRATION	27	TYPISTS	WASTE BIN	2
ADMINISTRATION	27	TYPISTS	WINDOW BLINDS	1

BUILDING	ROOM NO	ROOM	EQUIPMENT	QTY
ADMINISTRATION	07	VISITING COMMITTEE	BOARD: NOTICE	1
ADMINISTRATION	07	VISITING COMMITTEE	BOARD: WHITE	0
ADMINISTRATION	07	VISITING COMMITTEE	BOOKCASE	0
ADMINISTRATION	07	VISITING COMMITTEE	CHAIR: OFFICE	1
ADMINISTRATION	07	VISITING COMMITTEE	CHAIR: VISITORS	2
ADMINISTRATION	07	VISITING COMMITTEE	COAT HOOKS	1
ADMINISTRATION	07	VISITING COMMITTEE	COMPUTER TERMINAL	0
ADMINISTRATION	07	VISITING COMMITTEE	DESK: DOUBLE PEDESTAL	1
ADMINISTRATION	07	VISITING COMMITTEE	FILING CABINET: 4 DRAWER	1
ADMINISTRATION	07	VISITING COMMITTEE	PRINTER: LASER/STAND	0
ADMINISTRATION	07	VISITING COMMITTEE	SAFE	0
ADMINISTRATION	07	VISITING COMMITTEE	STEEL CUPBOARD	1
ADMINISTRATION	07	VISITING COMMITTEE	TABLE: COFFEE	1
ADMINISTRATION	07	VISITING COMMITTEE	TABLE: OFFICE	0
ADMINISTRATION	07	VISITING COMMITTEE	TELEPHONE EXT	1
ADMINISTRATION	07	VISITING COMMITTEE	WASTE BIN	1
ADMINISTRATION	07	VISITING COMMITTEE	WINDOW BLINDS	1
ADMINISTRATION	25	ASSISTANT DIRECTOR, PROGRAMMES	BOARD: NOTICE	1
ADMINISTRATION	25	ASSISTANT DIRECTOR, PROGRAMMES	BOARD: WHITE	1
ADMINISTRATION	25	ASSISTANT DIRECTOR, PROGRAMMES	BOOKCASE	1
ADMINISTRATION	25	ASSISTANT DIRECTOR, PROGRAMMES	CHAIR: OFFICE	1
ADMINISTRATION	25	ASSISTANT DIRECTOR, PROGRAMMES	CHAIR: VISITORS	2
ADMINISTRATION	25	ASSISTANT DIRECTOR, PROGRAMMES	COAT HOOKS	1
ADMINISTRATION	25	ASSISTANT DIRECTOR, PROGRAMMES	COMPUTER TERMINAL	1
ADMINISTRATION	25	ASSISTANT DIRECTOR, PROGRAMMES	DESK: "L" SHAPED	1
ADMINISTRATION	25	ASSISTANT DIRECTOR, PROGRAMMES	DESK: MOBILE PEDESTAL	1
ADMINISTRATION	25	ASSISTANT DIRECTOR, PROGRAMMES	FILING CABINET: 4 DRAWER	2
ADMINISTRATION	25	ASSISTANT DIRECTOR, PROGRAMMES	PRINTER: LASER/STAND	0
ADMINISTRATION	25	ASSISTANT DIRECTOR, PROGRAMMES	SAFE	0
ADMINISTRATION	25	ASSISTANT DIRECTOR, PROGRAMMES	STEEL CUPBOARD	1

BUILDING	ROOM NO	ROOM	EQUIPMENT	QTY
ADMINISTRATION	25	ASSISTANT DIRECTOR, PROGRAMMES	TABLE: COFFEE	1
ADMINISTRATION	25	ASSISTANT DIRECTOR, PROGRAMMES	TABLE: OFFICE	1
ADMINISTRATION	25	ASSISTANT DIRECTOR, PROGRAMMES	TELEPHONE EXT	1
ADMINISTRATION	25	ASSISTANT DIRECTOR, PROGRAMMES	WASTE BIN	1
ADMINISTRATION	25	ASSISTANT DIRECTOR, PROGRAMMES	WINDOW BLINDS	1
ADMINISTRATION	24	BOARD ROOM	BOARD: WHITE	2
ADMINISTRATION	24	BOARD ROOM	CHAIR: VISITORS	15
ADMINISTRATION	24	BOARD ROOM	COFFEE MAKER	1
ADMINISTRATION	24	BOARD ROOM	OHP: SCREEN	1
ADMINISTRATION	24	BOARD ROOM	TABLE: BOARD	1
ADMINISTRATION	24	BOARD ROOM	TABLE: OFFICE	3
ADMINISTRATION	24	BOARD ROOM	WASTE BIN	1
ADMINISTRATION	24	BOARD ROOM	WATER DISPENSER	1
ADMINISTRATION	24	BOARD ROOM	WINDOW BLINDS: BLACK OUT	3
ADMINISTRATION	23	DIRECTOR'S OFFICE	BOARD: NOTICE	0
ADMINISTRATION	23	DIRECTOR'S OFFICE	BOARD: WHITE	1
ADMINISTRATION	23	DIRECTOR'S OFFICE	BOOKCASE	0
ADMINISTRATION	23	DIRECTOR'S OFFICE	CHAIR: OFFICE EXECUTIVE	1
ADMINISTRATION	23	DIRECTOR'S OFFICE	CHAIR: VISITORS' LOW	4
ADMINISTRATION	23	DIRECTOR'S OFFICE	COAT HOOKS	0
ADMINISTRATION	23	DIRECTOR'S OFFICE	COAT STAND	1
ADMINISTRATION	23	DIRECTOR'S OFFICE	COMPUTER TERMINAL	1
ADMINISTRATION	23	DIRECTOR'S OFFICE	CREDENZA	1
ADMINISTRATION	23	DIRECTOR'S OFFICE	DESK: "L" SHAPED	1
ADMINISTRATION	23	DIRECTOR'S OFFICE	DESK: MOBILE PEDESTAL	1
ADMINISTRATION	23	DIRECTOR'S OFFICE	FILING CABINET: 4 DRAWER	1
ADMINISTRATION	23	DIRECTOR'S OFFICE	FLIP CHART	1
ADMINISTRATION	23	DIRECTOR'S OFFICE	KEY CABINET	1

BUILDING	ROOM NO	ROOM	EQUIPMENT	QTY
ADMINISTRATION	23	DIRECTOR'S OFFICE	LAMP: DESK	1
ADMINISTRATION	23	DIRECTOR'S OFFICE	PRINTER: LASER/STAND	0
ADMINISTRATION	23	DIRECTOR'S OFFICE	SAFE	0
ADMINISTRATION	23	DIRECTOR'S OFFICE	STEEL CUPBOARD	1
ADMINISTRATION	23	DIRECTOR'S OFFICE	TABLE: COFFEE	1
ADMINISTRATION	23	DIRECTOR'S OFFICE	TABLE: OFFICE	1
ADMINISTRATION	23	DIRECTOR'S OFFICE	TELEPHONE EXT	2
ADMINISTRATION	23	DIRECTOR'S OFFICE	WASTE BIN	1
ADMINISTRATION	23	DIRECTOR'S OFFICE	WINDOW BLINDS	3
ADMINISTRATION	22	DIRECTOR'S PA	BOARD: NOTICE	1
ADMINISTRATION	22	DIRECTOR'S PA	BOARD: WHITE	0
ADMINISTRATION	22	DIRECTOR'S PA	BOOKCASE	0
ADMINISTRATION	22	DIRECTOR'S PA	CHAIR: TYPISTS	1
ADMINISTRATION	22	DIRECTOR'S PA	CHAIR: VISITORS	2
ADMINISTRATION	22	DIRECTOR'S PA	COAT HOOKS	1
ADMINISTRATION	22	DIRECTOR'S PA	COFFEE MAKER	1
ADMINISTRATION	22	DIRECTOR'S PA	COMPUTER TERMINAL	1
ADMINISTRATION	22	DIRECTOR'S PA	DESK: "L" SHAPED	1
ADMINISTRATION	22	DIRECTOR'S PA	FAX	1
ADMINISTRATION	22	DIRECTOR'S PA	FILING CABINET: 4 DRAWER	2
ADMINISTRATION	22	DIRECTOR'S PA	PRINTER: COLOUR/STAND	1
ADMINISTRATION	22	DIRECTOR'S PA	PRINTER: LASER/STAND	1
ADMINISTRATION	22	DIRECTOR'S PA	SAFE	0
ADMINISTRATION	22	DIRECTOR'S PA	SHREDDER	1
ADMINISTRATION	22	DIRECTOR'S PA	STEEL CUPBOARD	1
ADMINISTRATION	22	DIRECTOR'S PA	TABLE: COFFEE	0
ADMINISTRATION	22	DIRECTOR'S PA	TABLE: OFFICE	1
ADMINISTRATION	22	DIRECTOR'S PA	TELEPHONE EXT	2

BUILDING	ROOM NO	ROOM	EQUIPMENT	QTY
ADMINISTRATION	22	DIRECTOR'S PA	WASTE BIN	1
ADMINISTRATION	22	DIRECTOR'S PA	WINDOW BLINDS	1
ADMINISTRATION	20	INDUSTRIES SUPERVISOR/CLERK	BOARD: NOTICE	1
ADMINISTRATION	20	INDUSTRIES SUPERVISOR/CLERK	BOARD: WHITE	1
ADMINISTRATION	20	INDUSTRIES SUPERVISOR/CLERK	BOOKCASE	0
ADMINISTRATION	20	INDUSTRIES SUPERVISOR/CLERK	CHAIR: OFFICE	2
ADMINISTRATION	20	INDUSTRIES SUPERVISOR/CLERK	CHAIR: VISITORS	2
ADMINISTRATION	20	INDUSTRIES SUPERVISOR/CLERK	COAT HOOKS	1
ADMINISTRATION	20	INDUSTRIES SUPERVISOR/CLERK	COMPUTER TERMINAL	1
ADMINISTRATION	20	INDUSTRIES SUPERVISOR/CLERK	DESK: "L" SHAPED	2
ADMINISTRATION	20	INDUSTRIES SUPERVISOR/CLERK	FILING CABINET: 4 DRAWER	2
ADMINISTRATION	20	INDUSTRIES SUPERVISOR/CLERK	PRINTER: LASER/STAND	1
ADMINISTRATION	20	INDUSTRIES SUPERVISOR/CLERK	SAFE	0
ADMINISTRATION	20	INDUSTRIES SUPERVISOR/CLERK	STEEL CUPBOARD	1
ADMINISTRATION	20	INDUSTRIES SUPERVISOR/CLERK	TABLE: COFFEE	0
ADMINISTRATION	20	INDUSTRIES SUPERVISOR/CLERK	TABLE: OFFICE	1
ADMINISTRATION	20	INDUSTRIES SUPERVISOR/CLERK	TELEPHONE EXT	2
ADMINISTRATION	20	INDUSTRIES SUPERVISOR/CLERK	WASTE BIN	2
ADMINISTRATION	20	INDUSTRIES SUPERVISOR/CLERK	WINDOW BLINDS	1
ADMINISTRATION	19	ASSISTANT DIRECTOR, INDUSTRY	BOARD: NOTICE	1
ADMINISTRATION	19	ASSISTANT DIRECTOR, INDUSTRY	BOARD: WHITE	1
ADMINISTRATION	19	ASSISTANT DIRECTOR, INDUSTRY	BOOKCASE	1
ADMINISTRATION	19	ASSISTANT DIRECTOR, INDUSTRY	CHAIR: OFFICE	1
ADMINISTRATION	19	ASSISTANT DIRECTOR, INDUSTRY	CHAIR: VISITORS	2
ADMINISTRATION	19	ASSISTANT DIRECTOR, INDUSTRY	COAT HOOKS	1
ADMINISTRATION	19	ASSISTANT DIRECTOR, INDUSTRY	COMPUTER TERMINAL	1
ADMINISTRATION	19	ASSISTANT DIRECTOR, INDUSTRY	DESK: "L" SHAPED	1
ADMINISTRATION	19	ASSISTANT DIRECTOR, INDUSTRY	DESK: MOBILE PEDESTAL	

BUILDING	ROOM NO	ROOM	EQUIPMENT	QTY
ADMINISTRATION	19	ASSISTANT DIRECTOR, INDUSTRY	FILING CABINET: 4 DRAWER	2
ADMINISTRATION	19	ASSISTANT DIRECTOR, INDUSTRY	PRINTER: LASER/STAND	0
ADMINISTRATION	19	ASSISTANT DIRECTOR, INDUSTRY	SAFE	0
ADMINISTRATION	19	ASSISTANT DIRECTOR, INDUSTRY	STEEL CUPBOARD	1
ADMINISTRATION	19	ASSISTANT DIRECTOR, INDUSTRY	TABLE: COFFEE	1
ADMINISTRATION	19	ASSISTANT DIRECTOR, INDUSTRY	TABLE: OFFICE	1
ADMINISTRATION	19	ASSISTANT DIRECTOR, INDUSTRY	TELEPHONE EXT	1
ADMINISTRATION	19	ASSISTANT DIRECTOR, INDUSTRY	WASTE BIN	1
ADMINISTRATION	19	ASSISTANT DIRECTOR, INDUSTRY	WINDOW BLINDS	1
ADMINISTRATION	18	CONTROLLER	BOARD: NOTICE	1
ADMINISTRATION	18	CONTROLLER	BOARD: WHITE	1
ADMINISTRATION	18	CONTROLLER	BOOKCASE	1
ADMINISTRATION	18	CONTROLLER	CHAIR: OFFICE	1
ADMINISTRATION	18	CONTROLLER	CHAIR: VISITORS	3
ADMINISTRATION	18	CONTROLLER	COAT HOOKS	1
ADMINISTRATION	18	CONTROLLER	COMPUTER TERMINAL	1
ADMINISTRATION	18	CONTROLLER	DESK: DOUBLE PEDESTAL	1
ADMINISTRATION	18	CONTROLLER	FILING CABINET: 4 DRAWER	1
ADMINISTRATION	18	CONTROLLER	PRINTER: LASER/STAND	?
ADMINISTRATION	18	CONTROLLER	SAFE	0
ADMINISTRATION	18	CONTROLLER	STEEL CUPBOARD	1
ADMINISTRATION	18	CONTROLLER	TABLE: COFFEE	1
ADMINISTRATION	18	CONTROLLER	TABLE: OFFICE	1
ADMINISTRATION	18	CONTROLLER	TELEPHONE EXT	1
ADMINISTRATION	18	CONTROLLER	WASTE BIN	1
ADMINISTRATION	18	CONTROLLER	WINDOW BLINDS	1
ADMINISTRATION	18	CONTROLLER	FAX	?

BUILDING	ROOM NO	ROOM	EQUIPMENT	QTY
ADMINISTRATION	17	CONTROLLER'S ASSISTANT	BOARD: NOTICE	1
ADMINISTRATION	17	CONTROLLER'S ASSISTANT	BOARD: WHITE	1
ADMINISTRATION	17	CONTROLLER'S ASSISTANT	BOOKCASE	1
ADMINISTRATION	17	CONTROLLER'S ASSISTANT	CHAIR: OFFICE	2
ADMINISTRATION	17	CONTROLLER'S ASSISTANT	CHAIR: TYPISTS	1
ADMINISTRATION	17	CONTROLLER'S ASSISTANT	CHAIR: VISITORS	2
ADMINISTRATION	17	CONTROLLER'S ASSISTANT	COAT HOOKS	1
ADMINISTRATION	17	CONTROLLER'S ASSISTANT	COFFEE MAKER	1
ADMINISTRATION	17	CONTROLLER'S ASSISTANT	COMPUTER TERMINAL	2
ADMINISTRATION	17	CONTROLLER'S ASSISTANT	DESK: "L" SHAPED	3
ADMINISTRATION	17	CONTROLLER'S ASSISTANT	FILING CABINET: 4 DRAWER	2
ADMINISTRATION	17	CONTROLLER'S ASSISTANT	PRINTER: LASER/STAND	?
ADMINISTRATION	17	CONTROLLER'S ASSISTANT	SAFE	0
ADMINISTRATION	17	CONTROLLER'S ASSISTANT	STEEL CUPBOARD	1
ADMINISTRATION	17	CONTROLLER'S ASSISTANT	TABLE: OFFICE	1
ADMINISTRATION	17	CONTROLLER'S ASSISTANT	TELEPHONE EXT	3
ADMINISTRATION	17	CONTROLLER'S ASSISTANT	WASTE BIN	3
ADMINISTRATION	17	CONTROLLER'S ASSISTANT	WINDOW BLINDS	1
ADMINISTRATION	17	CONTROLLER'S ASSISTANT	PHOTOCOPIER	?
ADMINISTRATION		CONTROLLER'S PERSONAL SECRETARY	CHAIR: TYPIST	1
ADMINISTRATION		CONTROLLER'S PERSONAL SECRETARY	CHAIR: VISITORS	1
ADMINISTRATION		CONTROLLER'S PERSONAL SECRETARY	COAT HOOKS	1
ADMINISTRATION		CONTROLLER'S PERSONAL SECRETARY	COMPUTER TERMINAL	1
ADMINISTRATION		CONTROLLER'S PERSONAL SECRETARY	DESK: L-SHAPED	1
ADMINISTRATION		CONTROLLER'S PERSONAL SECRETARY	FILING CABINET: 4 DRAWER	1
ADMINISTRATION		CONTROLLER'S PERSONAL SECRETARY	PRINTER: LASER/STAND	1
ADMINISTRATION		CONTROLLER'S PERSONAL SECRETARY	STEEL CUPBOARD	1
ADMINISTRATION		CONTROLLER'S PERSONAL SECRETARY	TABLE: OFFICE	1
ADMINISTRATION		CONTROLLER'S PERSONAL SECRETARY	TELEPHONE EXTENSION	1

BUILDING	ROOM NO	ROOM	EQUIPMENT	QTY
ADMINISTRATION		CONTROLLER'S PERSONAL SECRETARY	WASTE BIN	1
ADMINISTRATION		CONTROLLER'S PERSONAL SECRETARY	WINDOW BLINDS	1
ADMINISTRATION	16	CONTRACT COMPLIANCE	BOARD: NOTICE	1
ADMINISTRATION	16	CONTRACT COMPLIANCE	BOARD: WHITE	1
ADMINISTRATION	16	CONTRACT COMPLIANCE	BOOKCASE	1
ADMINISTRATION	16	CONTRACT COMPLIANCE	CHAIR: OFFICE	1
ADMINISTRATION	16	CONTRACT COMPLIANCE	CHAIR: VISITORS	2
ADMINISTRATION	16	CONTRACT COMPLIANCE	COAT HOOKS	1
ADMINISTRATION	16	CONTRACT COMPLIANCE	COMPUTER TERMINAL	1
ADMINISTRATION	16	CONTRACT COMPLIANCE	DESK: "L" SHAPED	1
ADMINISTRATION	16	CONTRACT COMPLIANCE	FILING CABINET: 4 DRAWER	1
ADMINISTRATION	16	CONTRACT COMPLIANCE	PRINTER: LASER/STAND	0
ADMINISTRATION	16	CONTRACT COMPLIANCE	SAFE	0
ADMINISTRATION	16	CONTRACT COMPLIANCE	STEEL CUPBOARD	1
ADMINISTRATION	16	CONTRACT COMPLIANCE	TABLE: COFFEE	0
ADMINISTRATION	16	CONTRACT COMPLIANCE	TABLE: OFFICE	1
ADMINISTRATION	16	CONTRACT COMPLIANCE	TELEPHONE EXT	1
ADMINISTRATION	16	CONTRACT COMPLIANCE	WASTE BIN	1
ADMINISTRATION	16	CONTRACT COMPLIANCE	WINDOW BLINDS	1
ADMINISTRATION	20	PERSONNEL CLERK	BOARD: NOTICE	1
ADMINISTRATION	20	PERSONNEL CLERK	BOARD: WHITE	1
ADMINISTRATION	20	PERSONNEL CLERK	BOOKCASE	1
ADMINISTRATION	20	PERSONNEL CLERK	CHAIR: OFFICE	1
ADMINISTRATION	20	PERSONNEL CLERK	CHAIR: VISITORS	2
ADMINISTRATION	20	PERSONNEL CLERK	COAT HOOKS	1
ADMINISTRATION	20	PERSONNEL CLERK	COMPUTER TERMINAL	1
ADMINISTRATION	20	PERSONNEL CLERK	DESK: "L" SHAPED	1
ADMINISTRATION	20	PERSONNEL CLERK	FILING CABINET: 4 DRAWER	3



BUILDING	ROOM NO	ROOM	EQUIPMENT	QTY
ADMINISTRATION	20	PERSONNEL CLERK	PRINTER: LASER/STAND	1
ADMINISTRATION	20	PERSONNEL CLERK	SAFE	0
ADMINISTRATION	20	PERSONNEL CLERK	SHREDDER	1
ADMINISTRATION	20	PERSONNEL CLERK	STEEL CUPBOARD	1
ADMINISTRATION	20	PERSONNEL CLERK	TABLE: COFFEE	0
ADMINISTRATION	20	PERSONNEL CLERK	TABLE: OFFICE	1
ADMINISTRATION	20	PERSONNEL CLERK	TELEPHONE EXT	1
ADMINISTRATION	20	PERSONNEL CLERK	WASTE BIN	1
ADMINISTRATION	20	PERSONNEL CLERK	WINDOW BLINDS	1
ADMINISTRATION	14	PERSONNEL OFFICER	BOARD: NOTICE	1
ADMINISTRATION	14	PERSONNEL OFFICER	BOARD: WHITE	1
ADMINISTRATION	14	PERSONNEL OFFICER	BOOKCASE	1
ADMINISTRATION	14	PERSONNEL OFFICER	CHAIR: OFFICE	1
ADMINISTRATION	14	PERSONNEL OFFICER	CHAIR: VISITORS	2
ADMINISTRATION	14	PERSONNEL OFFICER	COAT HOOKS	1
ADMINISTRATION	14	PERSONNEL OFFICER	COMPUTER TERMINAL	1
ADMINISTRATION	14	PERSONNEL OFFICER	DESK: "L" SHAPED	1
ADMINISTRATION	14	PERSONNEL OFFICER	FILING CABINET: 4 DRAWER	2
ADMINISTRATION	14	PERSONNEL OFFICER	PRINTER: LASER/STAND	0
ADMINISTRATION	14	PERSONNEL OFFICER	SAFE	0
ADMINISTRATION	14	PERSONNEL OFFICER	STEEL CUPBOARD	1
ADMINISTRATION	14	PERSONNEL OFFICER	TABLE: COFFEE	1
ADMINISTRATION	14	PERSONNEL OFFICER	TABLE: OFFICE	1
ADMINISTRATION	14	PERSONNEL OFFICER	TELEPHONE EXT	1
ADMINISTRATION	14	PERSONNEL OFFICER	WASTE BIN	1
ADMINISTRATION	14	PERSONNEL OFFICER	WINDOW BLINDS	1
ADMINISTRATION	13	ASSISTANT DIRECTOR, FINANCE	BOARD: NOTICE	1
ADMINISTRATION	13	ASSISTANT DIRECTOR, FINANCE	BOARD: WHITE	1

BUILDING	ROOM NO	ROOM	EQUIPMENT	QTY
ADMINISTRATION	13	ASSISTANT DIRECTOR, FINANCE	BOOKCASE	1
ADMINISTRATION	13	ASSISTANT DIRECTOR, FINANCE	CHAIR: OFFICE	1
ADMINISTRATION	13	ASSISTANT DIRECTOR, FINANCE	CHAIR: VISITORS	2
ADMINISTRATION	13	ASSISTANT DIRECTOR, FINANCE	COAT HOOKS	1
ADMINISTRATION	13	ASSISTANT DIRECTOR, FINANCE	COMPUTER TERMINAL	1
ADMINISTRATION	13	ASSISTANT DIRECTOR, FINANCE	DESK: "L" SHAPED	1
ADMINISTRATION	13	ASSISTANT DIRECTOR, FINANCE	DESK: MOBILE PEDESTAL	
ADMINISTRATION	13	ASSISTANT DIRECTOR, FINANCE	FILING CABINET: 4 DRAWER	2
ADMINISTRATION	13	ASSISTANT DIRECTOR, FINANCE	PRINTER: LASER/STAND	1
ADMINISTRATION	13	ASSISTANT DIRECTOR, FINANCE	SAFE	0
ADMINISTRATION	13	ASSISTANT DIRECTOR, FINANCE	STEEL CUPBOARD	1
ADMINISTRATION	13	ASSISTANT DIRECTOR, FINANCE	TABLE: COFFEE	1
ADMINISTRATION	13	ASSISTANT DIRECTOR, FINANCE	TABLE: OFFICE	1
ADMINISTRATION	13	ASSISTANT DIRECTOR, FINANCE	TELEPHONE EXT	1
ADMINISTRATION	13	ASSISTANT DIRECTOR, FINANCE	WASTE BIN	1
ADMINISTRATION	13	ASSISTANT DIRECTOR, FINANCE	WINDOW BLINDS	1
ADMINISTRATION	12	FINANCE OFFICER	BOARD: NOTICE	1
ADMINISTRATION	12	FINANCE OFFICER	BOARD: WHITE	1
ADMINISTRATION	12	FINANCE OFFICER	BOOKCASE	1
ADMINISTRATION	12	FINANCE OFFICER	CHAIR: OFFICE	1
ADMINISTRATION	12	FINANCE OFFICER	CHAIR: VISITORS	2
ADMINISTRATION	12	FINANCE OFFICER	COAT HOOKS	1
ADMINISTRATION	12	FINANCE OFFICER	COMPUTER TERMINAL	1
ADMINISTRATION	12	FINANCE OFFICER	DESK: "L" SHAPED	1
ADMINISTRATION	12	FINANCE OFFICER	FILING CABINET: 4 DRAWER	2
ADMINISTRATION	12	FINANCE OFFICER	PRINTER: LASER/STAND	1
ADMINISTRATION	12	FINANCE OFFICER	SAFE	0
ADMINISTRATION	12	FINANCE OFFICER	STEEL CUPBOARD	1
ADMINISTRATION	12	FINANCE OFFICER	TABLE: COFFEE	1
ADMINISTRATION	12	FINANCE OFFICER	TABLE: OFFICE	1

BUILDING	ROOM NO	ROOM	EQUIPMENT	QTY
ADMINISTRATION	12	FINANCE OFFICER	TELEPHONE EXT	1
ADMINISTRATION	12	FINANCE OFFICER	WASTE BIN	1
ADMINISTRATION	12	FINANCE OFFICER	WINDOW BLINDS	1
ADMINISTRATION	11	ACCOUNTS OFFICE	BOARD: NOTICE	1
ADMINISTRATION	11	ACCOUNTS OFFICE	BOARD: WHITE	1
ADMINISTRATION	11	ACCOUNTS OFFICE	BOOKCASE	0
ADMINISTRATION	11	ACCOUNTS OFFICE	CHAIR: OFFICE	4
ADMINISTRATION	11	ACCOUNTS OFFICE	CHAIR: VISITORS	2
ADMINISTRATION	11	ACCOUNTS OFFICE	COAT HOOKS	1
ADMINISTRATION	11	ACCOUNTS OFFICE	COMPUTER TERMINAL	4
ADMINISTRATION	11	ACCOUNTS OFFICE	DESK: "L" SHAPED	4
ADMINISTRATION	11	ACCOUNTS OFFICE	FILING CABINET: 4 DRAWER	3
ADMINISTRATION	11	ACCOUNTS OFFICE	PRINTER: LINE/STAND	2
ADMINISTRATION	11	ACCOUNTS OFFICE	SAFE	0
ADMINISTRATION	11	ACCOUNTS OFFICE	STEEL CUPBOARD	3
ADMINISTRATION	11	ACCOUNTS OFFICE	TABLE: COFFEE	0
ADMINISTRATION	11	ACCOUNTS OFFICE	TABLE: OFFICE	2
ADMINISTRATION	11	ACCOUNTS OFFICE	TELEPHONE EXT	4
ADMINISTRATION	11	ACCOUNTS OFFICE	WASTE BIN	4
ADMINISTRATION	11	ACCOUNTS OFFICE	WINDOW BLINDS	1
ADMINISTRATION	06	ARCHIVE/RECORDS	RACKING	1
ADMINISTRATION	15	RECORDS/PERSONNEL	BOARD: NOTICE	1
ADMINISTRATION	15	RECORDS/PERSONNEL	BOARD: WHITE	1
ADMINISTRATION	15	RECORDS/PERSONNEL	BOOKCASE	0
ADMINISTRATION	15	RECORDS/PERSONNEL	CHAIR: OFFICE	2
ADMINISTRATION	15	RECORDS/PERSONNEL	CHAIR: VISITORS	2

BUILDING	ROOM NO	ROOM	EQUIPMENT	QTY
ADMINISTRATION	15	RECORDS/PERSONNEL	COAT HOOKS	1
ADMINISTRATION	15	RECORDS/PERSONNEL	COMPUTER TERMINAL	2
ADMINISTRATION	15	RECORDS/PERSONNEL	DESK: "L" SHAPED	2
ADMINISTRATION	15	RECORDS/PERSONNEL	FILING CABINET: 4 DRAWER	3
ADMINISTRATION	15	RECORDS/PERSONNEL	PRINTER: LASER/STAND	0
ADMINISTRATION	15	RECORDS/PERSONNEL	SAFE	0
ADMINISTRATION	15	RECORDS/PERSONNEL	STEEL CUPBOARD	2
ADMINISTRATION	15	RECORDS/PERSONNEL	TABLE: COFFEE	0
ADMINISTRATION	15	RECORDS/PERSONNEL	TABLE: OFFICE	2
ADMINISTRATION	15	RECORDS/PERSONNEL	TELEPHONE EXT	2
ADMINISTRATION	15	RECORDS/PERSONNEL	WASTE BIN	2
ADMINISTRATION	15	RECORDS/PERSONNEL	WINDOW BLINDS	1
ADMINISTRATION		STAFF REST ROOM	SINK	1
ADMINISTRATION		STAFF REST ROOM	WORK SURFACE	1
ADMINISTRATION		STAFF REST ROOM	GENERAL CUPBOARDS	1
ADMINISTRATION		STAFF REST ROOM	EASY CHAIRS	5
ADMINISTRATION		STAFF REST ROOM	TABLE	2
ADMINISTRATION		STAFF REST ROOM	DINING CHAIRS	8
ADMINISTRATION		STAFF REST ROOM	FRIDGE	1
ADMINISTRATION		STAFF REST ROOM	TOASTER	1
ADMINISTRATION		STAFF REST ROOM	COFFEE MACHINE	1
ADMINISTRATION		STAFF REST ROOM	PICTURES	6
ADMINISTRATION		STAFF REST ROOM	WINDOW BLINDS	1
ADMINISTRATION	05	STAFF TRAINING	BOARD: WHITE	1
ADMINISTRATION	05	STAFF TRAINING	CAMCORDER	1
ADMINISTRATION	05	STAFF TRAINING	CHAIR: OFFICE	1
ADMINISTRATION	05	STAFF TRAINING	CHAIR: STUDENT/TABLE	12
ADMINISTRATION	05	STAFF TRAINING	COAT HOOKS	1

BUILDING	ROOM NO	ROOM	EQUIPMENT	QTY
ADMINISTRATION	05	STAFF TRAINING	COFFEE MAKER	1
ADMINISTRATION	05	STAFF TRAINING	FLIP CHART	1
ADMINISTRATION	05	STAFF TRAINING	OHP	1
ADMINISTRATION	05	STAFF TRAINING	OHP: SCREEN	1
ADMINISTRATION	05	STAFF TRAINING	STEEL CUPBOARD	1
ADMINISTRATION	05	STAFF TRAINING	TABLE: EDUCATIONAL	1
ADMINISTRATION	05	STAFF TRAINING	TABLE: OFFICE	2
ADMINISTRATION	05	STAFF TRAINING	TELEVISION	1
ADMINISTRATION	05	STAFF TRAINING	VCR	1
ADMINISTRATION	05	STAFF TRAINING	WASTE BIN	1
ADMINISTRATION	05	STAFF TRAINING	WATER DISPENSER	1
ADMINISTRATION	05	STAFF TRAINING	WINDOW BLINDS	1
ADMINISTRATION	08	DISABLED WC	HAND DRYER	1
ADMINISTRATION	08	DISABLED WC	LAVATORY BRUSH	1
ADMINISTRATION	08	DISABLED WC	MIRROR	1
ADMINISTRATION	08	DISABLED WC	SANITARY BIN	1
ADMINISTRATION	08	DISABLED WC	SOAP DISPENSER	1
ADMINISTRATION	08	DISABLED WC	TOILET ROLL HOLDER	1
ADMINISTRATION	08	DISABLED WC	WASTE BIN	1
ADMINISTRATION	30	TEA STATION	FRIDGE	1
ADMINISTRATION	30	TEA STATION	MICROWAVE	1
ADMINISTRATION	30	TEA STATION	WALL CUPBOARD	1
ADMINISTRATION	30	TEA STATION	WATER BOILER	1
ADMINISTRATION	30	TEA STATION	WORK TOPS/DRAWERS	1

BUILDING	ROOM NO	ROOM	EQUIPMENT	QTY
ADMINISTRATION	33	CLEANERS' CUPBOARD	COAT HOOKS	1
ADMINISTRATION	33	CLEANERS' CUPBOARD	RACKING	1
ADMINISTRATION	33	CLEANERS' CUPBOARD	VACUUM CLEANER	2
ADMINISTRATION	09	FACILITIES MANAGER'S OFFICE	BOARD: NOTICE	1
ADMINISTRATION	09	FACILITIES MANAGER'S OFFICE	BOARD: WHITE	1
ADMINISTRATION	09	FACILITIES MANAGER'S OFFICE	BOOKCASE	1
ADMINISTRATION	09	FACILITIES MANAGER'S OFFICE	CHAIR: OFFICE	2
ADMINISTRATION	09	FACILITIES MANAGER'S OFFICE	CHAIR: VISITORS	
ADMINISTRATION	09	FACILITIES MANAGER'S OFFICE	COAT HOOKS	2
ADMINISTRATION	09	FACILITIES MANAGER'S OFFICE	COMPUTER TERMINAL	1
ADMINISTRATION	09	FACILITIES MANAGER'S OFFICE	DESK: "L" SHAPED	2
ADMINISTRATION	09	FACILITIES MANAGER'S OFFICE	FILING CABINET: 4 DRAWER	4
ADMINISTRATION	09	FACILITIES MANAGER'S OFFICE	PRINTER: LASER/STAND	1
ADMINISTRATION	09	FACILITIES MANAGER'S OFFICE	RACKING	0
ADMINISTRATION	09	FACILITIES MANAGER'S OFFICE	SAFE	1
ADMINISTRATION	09	FACILITIES MANAGER'S OFFICE	STEEL CUPBOARD	1
ADMINISTRATION	09	FACILITIES MANAGER'S OFFICE	TELEPHONE EXT	2
ADMINISTRATION	09	FACILITIES MANAGER'S OFFICE	WASTE BIN	1
ADMINISTRATION	09	FACILITIES MANAGER'S OFFICE	WINDOW BLINDS	1
ADMINISTRATION	26	SYSTEMS ADMINISTRATION	BOARD: NOTICE	1
ADMINISTRATION	26	SYSTEMS ADMINISTRATION	BOARD: WHITE	1
ADMINISTRATION	26	SYSTEMS ADMINISTRATION	BOOKCASE	1
ADMINISTRATION	26	SYSTEMS ADMINISTRATION	CHAIR: OFFICE	1
ADMINISTRATION	26	SYSTEMS ADMINISTRATION	CHAIR: VISITORS	1
ADMINISTRATION	26	SYSTEMS ADMINISTRATION	COAT HOOKS	1
ADMINISTRATION	26	SYSTEMS ADMINISTRATION	COMPUTER TERMINAL	1
ADMINISTRATION	26	SYSTEMS ADMINISTRATION	DESK: "L" SHAPED	1
ADMINISTRATION	26	SYSTEMS ADMINISTRATION	FILING CABINET: 4 DRAWER	3

BUILDING	ROOM NO	ROOM	EQUIPMENT	QTY
ADMINISTRATION	26	SYSTEMS ADMINISTRATION	PRINTER: DOT MATRIX/STAND	1
ADMINISTRATION	26	SYSTEMS ADMINISTRATION	SAFE	0
ADMINISTRATION	26	SYSTEMS ADMINISTRATION	STEEL CUPBOARD	1
ADMINISTRATION	26	SYSTEMS ADMINISTRATION	TABLE: COFFEE	0
ADMINISTRATION	26	SYSTEMS ADMINISTRATION	TABLE: OFFICE	0
ADMINISTRATION	26	SYSTEMS ADMINISTRATION	TELEPHONE EXT	1
ADMINISTRATION	26	SYSTEMS ADMINISTRATION	WASTE BIN	1
ADMINISTRATION	26	SYSTEMS ADMINISTRATION	WINDOW BLINDS	1
ADMINISTRATION		WC	HAND DRYER	1
ADMINISTRATION		WC	LAVATORY BRUSH	1
ADMINISTRATION		WC	MIRROR	1
ADMINISTRATION		WC	SANITARY BIN	1
ADMINISTRATION		WC	SOAP DISPENSER	1
ADMINISTRATION		WC	TOILET ROLL HOLDER	1
ADMINISTRATION		WC	WASTE BIN	1
ADMINISTRATION		LOBBY	BOARD: NOTICE	1
ADMINISTRATION		LOBBY	FIRE EXTINGUISHER	1
ADMINISTRATION	01	GENERAL STORES	RACKING	5
ADMINISTRATION	11	STOREMAN'S OFFICE	BOARD: NOTICE	1
ADMINISTRATION	11	STOREMAN'S OFFICE	BOARD: WHITE	1
ADMINISTRATION	11	STOREMAN'S OFFICE	BOOKCASE	0
ADMINISTRATION	11	STOREMAN'S OFFICE	CHAIR: OFFICE	1
ADMINISTRATION	11	STOREMAN'S OFFICE	CHAIR: VISITORS	1
ADMINISTRATION	11	STOREMAN'S OFFICE	COAT HOOKS	1

BUILDING	ROOM NO	ROOM	EQUIPMENT	QTY
ADMINISTRATION	11	STOREMAN'S OFFICE	COMPUTER TERMINAL	1
ADMINISTRATION	11	STOREMAN'S OFFICE	DESK: "L" SHAPED	1
ADMINISTRATION	11	STOREMAN'S OFFICE	FILING CABINET: 4 DRAWER	2
ADMINISTRATION	11	STOREMAN'S OFFICE	PRINTER: DOT MATRIX/STAND	1
ADMINISTRATION	11	STOREMAN'S OFFICE	SAFE	0
ADMINISTRATION	11	STOREMAN'S OFFICE	STEEL CUPBOARD	1
ADMINISTRATION	11	STOREMAN'S OFFICE	TABLE: COFFEE	0
ADMINISTRATION	11	STOREMAN'S OFFICE	TABLE: OFFICE	0
ADMINISTRATION	11	STOREMAN'S OFFICE	TELEPHONE EXT	1
ADMINISTRATION	11	STOREMAN'S OFFICE	WASTE BIN	1
ADMINISTRATION	11	STOREMAN'S OFFICE	WINDOW BLINDS	1
ADMINISTRATION		CORRIDOR	BOARD: NOTICE	1
ADMINISTRATION		CORRIDOR	FIRE EXTINGUISHER	1
ADMINISTRATION	03	WORKSHOP	ANGLE GRINDER: PORTABLE	1
ADMINISTRATION	03	WORKSHOP	BANDSAW: SMALL	1
ADMINISTRATION	03	WORKSHOP	BENCH GRINDER	1
ADMINISTRATION	03	WORKSHOP	DRILLS AND ACCESS: PORTABLE	1
ADMINISTRATION	03	WORKSHOP	HILTI HAMMER	1
ADMINISTRATION	03	WORKSHOP	LOCKER: PERSONAL	1
ADMINISTRATION	03	WORKSHOP	PLAN CHEST: VERTICAL	1
ADMINISTRATION	03	WORKSHOP	PLANER: SMALL	1
ADMINISTRATION	03	WORKSHOP	PORTABLE DUST SUCTION DEVICE	1
ADMINISTRATION	03	WORKSHOP	RACKING	1
ADMINISTRATION	03	WORKSHOP	TOOLS: BUILDERS'	1
ADMINISTRATION	03	WORKSHOP	TOOLS: CARPENTERS'	1
ADMINISTRATION	03	WORKSHOP	TOOLS: ELECTRICIANS'	1
ADMINISTRATION	03	WORKSHOP	TOOLS: PAINTERS'	1
ADMINISTRATION	03	WORKSHOP	TOOLS: PLUMBERS'	1



BUILDING	ROOM NO	ROOM	EQUIPMENT	QTY
ADMINISTRATION	03	WORKSHOP	WELDER: PORTABLE	1
ADMINISTRATION	03	WORKSHOP	WORKBENCH	1
ADMINISTRATION	10,11	LOCKSMITH STORES	LAMP: PORTABLE	1
ADMINISTRATION	10,11	LOCKSMITH STORES	RACKING	1
ADMINISTRATION	10,11	LOCKSMITH STORES	STEEL CUPBOARD	1
ADMINISTRATION	10,11	LOCKSMITH STORES	TOOLS: LOCKSMITHS'	1
ADMINISTRATION	10,11	LOCKSMITH STORES	WORKBENCH	1
ADMINISTRATION	10,11	LOCKSMITH STORES	LOCK SAFE	?
VISITS		LOBBY	BOARD: NOTICE	1
VISITS		LOBBY	VIDEO IMAGE/FINGERPRINT EQUIPMENT	?
VISITS		STORE	RACKING	1
VISITS		MALE WC	HAND DRYER	1
VISITS		MALE WC	LAVATORY BRUSH	2
VISITS		MALE WC	MIRROR	1
VISITS		MALE WC	SANITARY BIN	0
VISITS		MALE WC	SOAP DISPENSER	1
VISITS		MALE WC	TOILET ROLL HOLDER	2
VISITS		MALE WC	WASTE BIN	1
VISITS		STAFF WC	HAND DRYER	1
VISITS		STAFF WC	INMATE: MIRROR NON-GLASS	1
VISITS		STAFF WC	LAVATORY BRUSH	1
VISITS		STAFF WC	SANITARY BIN	1
VISITS		STAFF WC	SOAP DISPENSER	1

BUILDING	ROOM NO	ROOM	EQUIPMENT	QTY
VISITS		STAFF WC	TOILET ROLL HOLDER	1
VISITS		STAFF WC	WASTE BIN	1
VISITS		FEMALE WC	LAVATORY BRUSH	3
VISITS		FEMALE WC	MIRROR	2
VISITS		FEMALE WC	SANITARY BIN	3
VISITS		FEMALE WC	SOAP DISPENSER	2
VISITS		FEMALE WC	TOILET ROLL HOLDER	3
VISITS		FEMALE WC	WASTE BIN	1
VISITS		FEMALE WC	WORK SURFACE	1
VISITS		DISABLED WC	HAND DRYER	1
VISITS		DISABLED WC	LAVATORY BRUSH	1
VISITS		DISABLED WC	MIRROR	1
VISITS		DISABLED WC	SANITARY BIN	1
VISITS		DISABLED WC	SOAP DISPENSER	1
VISITS		DISABLED WC	TOILET ROLL HOLDER	1
VISITS		DISABLED WC	WASTE BIN	1
VISITS		VISITS HALL	CHAIR: OFFICE	1
VISITS		VISITS HALL	CHILDREN'S TOYS	1
VISITS		VISITS HALL	CHILDREN'S TOYS STORAGE FACILITY	?
VISITS		VISITS HALL	ID COLLECTING AND CHECK SLOTS	1
VISITS		VISITS HALL	INMATE: VISIT SEATING UNITS	36
VISITS		VISITS HALL	SUPERVISOR'S PLATFORM WITH COMP /ID READER	1
VISITS		VISITS HALL	TELEPHONE EXT	1

BUILDING	ROOM NO	ROOM	EQUIPMENT	QTY
VISITS		REFRESHMENT CANTEEN	WORK SURFACE	1
VISITS		REFRESHMENT CANTEEN	FAST CYCLE WASHER	1
VISITS		REFRESHMENT CANTEEN	STORAGE CUPBOARDS	
VISITS		REFRESHMENT CANTEEN	SNACK DISPLAY CABINET	1
VISITS		REFRESHMENT CANTEEN	SINK/WASTE DISPOSAL	1
VISITS		REFRESHMENT CANTEEN	TOASTER	1
VISITS		REFRESHMENT CANTEEN	WATER BOILER	1
VISITS		REFRESHMENT CANTEEN	FIRE EXTINGUISHER	2
VISITS		REFRESHMENT CANTEEN	FRIDGE	1
VISITS		REFRESHMENT CANTEEN	REFRESHMENT TROLLEY	?
VISITS		INMATES' VISIT EXIT	BENCH: FIXED SEATING	4
VISITS		INMATES' VISIT EXIT	PRIVACY CURTAIN	2
VISITS		INMATES' VISIT EXIT	RUBBER STANDING MAT	2
VISITS		INMATES' VISIT EXIT	PRISONER ID LOGGING SYSTEM	?
VISITS		LOBBY	BOARD: NOTICE	2
VISITS		INMATES' WC	HAND DRYER	1
VISITS		INMATES' WC	INMATE: MIRROR NON-GLASS	1
VISITS		INMATES' WC	LAVATORY BRUSH	1
VISITS		INMATES' WC	SANITARY BIN	0
VISITS		INMATES' WC	SOAP DISPENSER	1
VISITS		INMATES' WC	TOILET ROLL HOLDER	1
VISITS		INMATES' WC	WASTE BIN	1
VISITS		INMATES' VISIT ENTRANCE	BENCH: FIXED SEATING	4
VISITS		INMATES' VISIT ENTRANCE	PRIVACY CURTAIN	1

BUILDING	ROOM NO	ROOM	EQUIPMENT	QTY
VISITS		INMATES' VISIT ENTRANCE	RUBBER STANDING MAT	1
VISITS		INMATES' VISIT ENTRANCE	PRISONERS' ID LOGGING SYSTEM	?
VISITS		STAFF WC	HAND DRYER	1
VISITS		STAFF WC	INMATE: MIRROR NON-GLASS	1
VISITS		STAFF WC	LAVATORY BRUSH	1
VISITS		STAFF WC	SANITARY BIN	1
VISITS		STAFF WC	SOAP DISPENSER	1
VISITS		STAFF WC	TOILET ROLL HOLDER	1
VISITS		STAFF WC	WASTE BIN	1
VISITS		LOBBY	BOARD: NOTICE	1
VISITS		CLOSED VISITS	CHAIR: MUSHROOM	6
VISITS		CLOSED VISITS	FIXED TABLE/SCREEN	6
VISITS		CLOSED VISITS	VIDEO/AUDIO RECORDING FACILITY	?
VISITS		LOBBY	BOARD: NOTICE	1
VISITS		OFFICIAL VISITS	INMATE: CHAIR	12
VISITS		OFFICIAL VISITS	TABLE: OFFICE	4
VISITS		OFFICIAL VISITS	TV/VIDEO AND MOBILE STAND	1
VISITS		OFFICIAL VISITS	PAY PHONE - VISITORS	1
VISITS		OFFICIAL VISITS	AUDIO RECORDING FACILITY	?

BUILDING	ROOM NO	ROOM	EQUIPMENT	QTY
ADMISSIONS/DISCHARGE		MDT SAMPLES ROOM	FRIDGE: SMALL LOCKABLE	1
ADMISSIONS/DISCHARGE		MDT SAMPLES ROOM	WORK TOP WITH CUPBOARDS	1
ADMISSIONS/DISCHARGE		MDT ROOM	CHAIR: OFFICE	1
ADMISSIONS/DISCHARGE		MDT ROOM	DESK: TRADITIONAL	1
ADMISSIONS/DISCHARGE		MDT ROOM	FILING CABINET: 4 DRAWER	1
ADMISSIONS/DISCHARGE		LOBBY	BOARD: NOTICE	1
ADMISSIONS/DISCHARGE		INMATES' WAITING OUT (2)	BENCH: FIXED SEATING	2
ADMISSIONS/DISCHARGE		INMATES' WAITING IN (2)	BENCH: FIXED SEATING	2
ADMISSIONS/DISCHARGE		SEARCH CUBICLE	PRIVACY CURTAIN	2
ADMISSIONS/DISCHARGE		SEARCH CUBICLE	RUBBER STANDING MAT	2
ADMISSIONS/DISCHARGE		UNALLOCATED	PRISONER PHOTOGRAPH/FINGERPRINT FACILITY/EQUIPMENT	?
ADMISSIONS/DISCHARGE		SHOWERS/CHANGE AREA	HOOKS	2
ADMISSIONS/DISCHARGE		SHOWERS/CHANGE AREA	BENCH SEAT	1
ADMISSIONS/DISCHARGE		MEDICAL ROOM	CHAIR: OFFICE	1
ADMISSIONS/DISCHARGE		MEDICAL ROOM	DESK: TRADITIONAL	1
ADMISSIONS/DISCHARGE		MEDICAL ROOM	EXAMINATION COUCH	1

BUILDING	ROOM NO	ROOM	EQUIPMENT	QTY
ADMISSIONS/DISCHARGE		MEDICAL ROOM	EXAMINATION LAMP	1
ADMISSIONS/DISCHARGE		MEDICAL ROOM	FIRST AID CUPBOARD	1
ADMISSIONS/DISCHARGE		MEDICAL ROOM	HEIGHT BAR	1
ADMISSIONS/DISCHARGE		MEDICAL ROOM	INMATE: CHAIR	1
ADMISSIONS/DISCHARGE		MEDICAL ROOM	MIRROR	1
ADMISSIONS/DISCHARGE		MEDICAL ROOM	PAPER TOWEL DISPENSER	1
ADMISSIONS/DISCHARGE		MEDICAL ROOM	SCALES	1
ADMISSIONS/DISCHARGE		MEDICAL ROOM	SPHYGNAMOMETER	1
ADMISSIONS/DISCHARGE		MEDICAL ROOM	STEEL CUPBOARD	1
ADMISSIONS/DISCHARGE		MEDICAL ROOM	TELEPHONE EXT	1
ADMISSIONS/DISCHARGE		MEDICAL ROOM	WASTE BIN	1
ADMISSIONS/DISCHARGE		MEDICAL ROOM	WASTE BIN: CLINICAL	1
ADMISSIONS/DISCHARGE		UNALLOCATED	TV/VCR	?
ADMISSIONS/DISCHARGE		INTERVIEW ROOM	BOARD: NOTICE	1
ADMISSIONS/DISCHARGE		INTERVIEW ROOM	CHAIR: OFFICE	1
ADMISSIONS/DISCHARGE		INTERVIEW ROOM	DESK: TRADITIONAL	1
ADMISSIONS/DISCHARGE		INTERVIEW ROOM	FILING CABINET: 4 DRAWER	1
ADMISSIONS/DISCHARGE		INTERVIEW ROOM	INMATE: CHAIR	1
ADMISSIONS/DISCHARGE		INTERVIEW ROOM	TELEPHONE EXT	1
ADMISSIONS/DISCHARGE		INTERVIEW ROOM	WASTE BIN	1
ADMISSIONS/DISCHARGE		INMATES' WC	HAND DRYER	1
ADMISSIONS/DISCHARGE		INMATES' WC	INMATE: MIRROR NON-GLASS	1
ADMISSIONS/DISCHARGE		INMATES' WC	LAVATORY BRUSH	1
ADMISSIONS/DISCHARGE		INMATES' WC	SANITARY BIN	0
ADMISSIONS/DISCHARGE		INMATES' WC	SOAP DISPENSER	1

BUILDING	ROOM NO	ROOM	EQUIPMENT	QTY
ADMISSIONS/DISCHARGE		INMATES' WC	TOILET ROLL HOLDER	1
ADMISSIONS/DISCHARGE		INMATES' WC	WASTE BIN	1
ADMISSIONS/DISCHARGE		HOLDING CELL (2)	BENCH SEAT	1
ADMISSIONS/DISCHARGE		INMATES HOLD OUT	BENCH: FIXED SEATING	2
ADMISSIONS/DISCHARGE		INMATES HOLDING IN	BENCH: FIXED SEATING	2
ADMISSIONS/DISCHARGE		HOLDING LOBBY	BOARD: NOTICE	1
ADMISSIONS/DISCHARGE		GENERAL OFFICE	CHAIR: HIGH ROLLING	2
ADMISSIONS/DISCHARGE		GENERAL OFFICE	COMPUTER TERMINAL	2
ADMISSIONS/DISCHARGE		GENERAL OFFICE	PRINTER	1
ADMISSIONS/DISCHARGE		GENERAL OFFICE	TELEPHONE EXT	2
ADMISSIONS/DISCHARGE		GENERAL OFFICE	WASTE BIN	1
ADMISSIONS/DISCHARGE		GENERAL OFFICE	WORKSTATION	1
ADMISSIONS/DISCHARGE		GENERAL OFFICE	SAFE/SECURE CUPBOARD	?
ADMISSIONS/DISCHARGE		STAFF WC	HAND DRYER	1
ADMISSIONS/DISCHARGE		STAFF WC	INMATE: MIRROR NON-GLASS	1
ADMISSIONS/DISCHARGE		STAFF WC	LAVATORY BRUSH	1
ADMISSIONS/DISCHARGE		STAFF WC	SANITARY BIN	1
ADMISSIONS/DISCHARGE		STAFF WC	SOAP DISPENSER	1

BUILDING	ROOM NO	ROOM	EQUIPMENT	QTY
ADMISSIONS/DISCHARGE		STAFF WC	TOILET ROLL HOLDER	1
ADMISSIONS/DISCHARGE		STAFF WC	WASTE BIN	1
ADMISSIONS/DISCHARGE		CLOTHING STORE	RACKING	1
ADMISSIONS/DISCHARGE		PRISONERS' PROPERTY	FIRE EXTINGUISHER	2
ADMISSIONS/DISCHARGE		PRISONERS' PROPERTY STORE	PROPERTY BOXES AND RACKING	750
ADMISSIONS/DISCHARGE		PRISONERS' PROPERTY	RACKING	1
ADMISSIONS/DISCHARGE		PRISONERS' PROPERTY	WASHER	1
ADMISSIONS/DISCHARGE		PRISONERS' PROPERTY	DRYER	1
ADMISSIONS/DISCHARGE		PRISONERS' PROPERTY	SINK UNIT/WORK SURFACE	1
AMENITIES/SPORTS		LOBBY	BOARD: NOTICE	1
AMENITIES/SPORTS		LOBBY	FIRE EXTINGUISHER	1
AMENITIES/SPORTS		GYMNASIUM/WEIGHTS	CABLE CROSSOVER	1
AMENITIES/SPORTS		GYMNASIUM/WEIGHTS	CHEST PRESS	1
AMENITIES/SPORTS		GYMNASIUM/WEIGHTS	CONCEPT 2 ROWER	2
AMENITIES/SPORTS		GYMNASIUM/WEIGHTS	LEG CURL	1
AMENITIES/SPORTS		GYMNASIUM/WEIGHTS	LEG EXTENSION	1
AMENITIES/SPORTS		GYMNASIUM/WEIGHTS	LEG PRESS (RECUMBENT)	1
AMENITIES/SPORTS		GYMNASIUM/WEIGHTS	PECK DECK	1
AMENITIES/SPORTS		GYMNASIUM/WEIGHTS	POWER JOG G100	1
AMENITIES/SPORTS		GYMNASIUM/WEIGHTS	SHOULDER PRESS	1
AMENITIES/SPORTS		GYMNASIUM/WEIGHTS	STATION: DIP/CHIN/SIT	1
AMENITIES/SPORTS		GYMNASIUM/WEIGHTS	STATION: LOW/PULLEY	1
AMENITIES/SPORTS		GYMNASIUM/WEIGHTS	STATION: LAT/PULL DOWN	1



BUILDING	ROOM NO	ROOM	EQUIPMENT	QTY
AMENITIES/SPORTS		GYMNASIUM/WEIGHTS	TUNTURI 604 BIKE	2
AMENITIES/SPORTS		GYMNASIUM/WEIGHTS	WEIGHT TRAINING BELTS	10
AMENITIES/SPORTS		STORE	RACKING	1
AMENITIES/SPORTS		ESCAPE LOBBY	FIRE EXTINGUISHER	1
AMENITIES/SPORTS		SPORTS HALL	AGILITY MATS: LONG	2
AMENITIES/SPORTS		SPORTS HALL	AGILITY MATS: SHORT	15
AMENITIES/SPORTS		SPORTS HALL	AGILITY MATS: TROLLEY	1
AMENITIES/SPORTS		SPORTS HALL	BALLS: BASKET MATCH	2
AMENITIES/SPORTS		SPORTS HALL	BALLS: BASKET PRACTICE	15
AMENITIES/SPORTS		SPORTS HALL	BALLS: CRICKET	12
AMENITIES/SPORTS		SPORTS HALL	BALLS: FOOTBALL 5-A-SIDE	2
AMENITIES/SPORTS		SPORTS HALL	BALLS: FOOTBALL MATCH	3
AMENITIES/SPORTS		SPORTS HALL	BALLS: FOOTBALL PRACTICE	15
AMENITIES/SPORTS		SPORTS HALL	BALLS: VOLLEY MATCH	2
AMENITIES/SPORTS		SPORTS HALL	BALLS: VOLLEY PRACTICE	15
AMENITIES/SPORTS		SPORTS HALL	BASKETBALL: EQUIPMENT	1
AMENITIES/SPORTS		SPORTS HALL	BASKETBALL: PRACTICE	2
AMENITIES/SPORTS		SPORTS HALL	BATS: CRICKET	4
AMENITIES/SPORTS		SPORTS HALL	BENCH: WOODEN GYM	6
AMENITIES/SPORTS		SPORTS HALL	BIBS	40
AMENITIES/SPORTS		SPORTS HALL	CRICKET MATTING; INDOOR	1
AMENITIES/SPORTS		SPORTS HALL	FITEC SYSTEM	1
AMENITIES/SPORTS		SPORTS HALL	GLOVES: BATTING	4
AMENITIES/SPORTS		SPORTS HALL	GLOVES: KEEPERS	1
AMENITIES/SPORTS		SPORTS HALL	GOALS/NETS: INDOOR	1

BUILDING	ROOM NO	ROOM	EQUIPMENT	QTY
AMENITIES/SPORTS		SPORTS HALL	GOALS/NETS: OUTDOOR	1
AMENITIES/SPORTS		SPORTS HALL	HI-FI: PORTABLE	1
AMENITIES/SPORTS		SPORTS HALL	KIT: FOOTBALL	2
AMENITIES/SPORTS		SPORTS HALL	NETS/POSTS/UMP: VOLLEY	1
AMENITIES/SPORTS		SPORTS HALL	NETS/POSTS: BADMINTON	4
AMENITIES/SPORTS		SPORTS HALL	NETS: DIVIDING	1
AMENITIES/SPORTS		SPORTS HALL	PADS: CRICKET	5
AMENITIES/SPORTS		SPORTS HALL	RACKETS: BADMINTON	16
AMENITIES/SPORTS		SPORTS HALL	SHIN PADS	30
AMENITIES/SPORTS		SPORTS HALL	SHUTTLECOCKS	60
AMENITIES/SPORTS		SPORTS HALL	STEPS: AEROBIC	15
AMENITIES/SPORTS		SPORTS HALL	WICKETS: CRICKET	2
AMENITIES/SPORTS		UNALLOCATED	FI-TECH MACHINE	?
AMENITIES/SPORTS		UNALLOCATED	MULTI-GYM	?
AMENITIES/SPORTS		UNALLOCATED	ROWING MACHINE	?
AMENITIES/SPORTS		MALE WC	HAND DRYER	1
AMENITIES/SPORTS		MALE WC	LAVATORY BRUSH	3
AMENITIES/SPORTS		MALE WC	MIRROR	1
AMENITIES/SPORTS		MALE WC	SANITARY BIN	0
AMENITIES/SPORTS		MALE WC	SOAP DISPENSER	1
AMENITIES/SPORTS		MALE WC	TOILET ROLL HOLDER	3
AMENITIES/SPORTS		MALE WC	WASTE BIN	1
AMENITIES/SPORTS		FEMALE WC/CHANGE	HAND DRYER	1
AMENITIES/SPORTS		FEMALE WC/CHANGE	LAVATORY BRUSH	1
AMENITIES/SPORTS		FEMALE WC/CHANGE	MIRROR	1
AMENITIES/SPORTS		FEMALE WC/CHANGE	SANITARY BIN	1
AMENITIES/SPORTS		FEMALE WC/CHANGE	SOAP DISPENSER	1

BUILDING	ROOM NO	ROOM	EQUIPMENT	QTY
AMENITIES/SPORTS		FEMALE WC/CHANGE	TOILET ROLL HOLDER	1
AMENITIES/SPORTS		FEMALE WC/CHANGE	WASTE BIN	1
AMENITIES/SPORTS		DISABLED WC	HAND DRYER	1
AMENITIES/SPORTS		DISABLED WC	LAVATORY BRUSH	1
AMENITIES/SPORTS		DISABLED WC	MIRROR	1
AMENITIES/SPORTS		DISABLED WC	SANITARY BIN	1
AMENITIES/SPORTS		DISABLED WC	SOAP DISPENSER	1
AMENITIES/SPORTS		DISABLED WC	TOILET ROLL HOLDER	1
AMENITIES/SPORTS		DISABLED WC	WASTE BIN	1
AMENITIES/SPORTS		PEI OFFICE	PRINTER: LASER/STAND	0
AMENITIES/SPORTS		PEI OFFICE	SAFE	0
AMENITIES/SPORTS		PEI OFFICE	SHADOW BOARD	1
AMENITIES/SPORTS		PEI OFFICE	STEEL CUPBOARD	1
AMENITIES/SPORTS		PEI OFFICE	TABLE: COFFEE	0
AMENITIES/SPORTS		PEI OFFICE	TABLE: OFFICE	0
AMENITIES/SPORTS		PEI OFFICE	TELEPHONE EXT	1
AMENITIES/SPORTS		PEI OFFICE	WASTE BIN	1
AMENITIES/SPORTS		PEI OFFICE	WINDOW BLINDS	0
AMENITIES/SPORTS		INMATE CHANGING	BENCH SEATING	
AMENITIES/SPORTS		INMATE CHANGING	HOOKS	
AMENITIES/SPORTS		INMATE CHANGING	OPEN RACKING	
AMENITIES/SPORTS		INMATE WC	HAND DRYER	
AMENITIES/SPORTS		INMATE WC	LAVATORY BRUSH	1
AMENITIES/SPORTS		INMATE WC	MIRROR	1

BUILDING	ROOM NO	ROOM	EQUIPMENT	QTY
AMENITIES/SPORTS		INMATE WC	SOAP DISPENSER	1
AMENITIES/SPORTS		INMATE WC	TOILET ROLL HOLDER	1
AMENITIES/SPORTS		STORE	RACKING	2
AMENITIES/INDUSTRIES		INDUSTRIAL CLEANING COURSE OFFICE	BOARD: NOTICE	1
AMENITIES/INDUSTRIES		INDUSTRIAL CLEANING COURSE OFFICE	BOARD: WHITE	1
AMENITIES/INDUSTRIES		INDUSTRIAL CLEANING COURSE OFFICE	BOOKCASE	0
AMENITIES/INDUSTRIES		INDUSTRIAL CLEANING COURSE OFFICE	CHAIR: OFFICE	1
AMENITIES/INDUSTRIES		INDUSTRIAL CLEANING COURSE OFFICE	CHAIR: VISITORS	1
AMENITIES/INDUSTRIES		INDUSTRIAL CLEANING COURSE OFFICE	COAT HOOKS	1
AMENITIES/INDUSTRIES		INDUSTRIAL CLEANING COURSE OFFICE	COMPUTER TERMINAL	0
AMENITIES/INDUSTRIES		INDUSTRIAL CLEANING COURSE OFFICE	DESK: "L" SHAPED	1
AMENITIES/INDUSTRIES		INDUSTRIAL CLEANING COURSE OFFICE	FILING CABINET: 4 DRAWER	1
AMENITIES/INDUSTRIES		INDUSTRIAL CLEANING COURSE OFFICE	PRINTER: LASER/STAND	0
AMENITIES/INDUSTRIES		INDUSTRIAL CLEANING COURSE OFFICE	SAFE	0
AMENITIES/INDUSTRIES		INDUSTRIAL CLEANING COURSE OFFICE	SHADOW BOARD	1
AMENITIES/INDUSTRIES		INDUSTRIAL CLEANING COURSE OFFICE	STEEL CUPBOARD	1
AMENITIES/INDUSTRIES		INDUSTRIAL CLEANING COURSE OFFICE	TABLE: COFFEE	0
AMENITIES/INDUSTRIES		INDUSTRIAL CLEANING COURSE OFFICE	TABLE: OFFICE	1
AMENITIES/INDUSTRIES		INDUSTRIAL CLEANING COURSE OFFICE	TELEPHONE EXT	1
AMENITIES/INDUSTRIES		INDUSTRIAL CLEANING COURSE OFFICE	WASTE BIN	1
AMENITIES/INDUSTRIES		INDUSTRIAL CLEANING COURSE OFFICE	WINDOW BLINDS	1
AMENITIES/INDUSTRIES		CENTRAL LAUNDRY	IPSO 65IB WASHERS	3
AMENITIES/INDUSTRIES		CENTRAL LAUNDRY	IPSO 35IB WASHER	1
AMENITIES/INDUSTRIES		CENTRAL LAUNDRY	ADC 75IB DRYERS	4
AMENITIES/INDUSTRIES		CENTRAL LAUNDRY	SLLC FINISHING TABLE	1

BUILDING	ROOM NO	ROOM	EQUIPMENT	QTY
AMENITIES/INDUSTRIES		CENTRAL LAUNDRY	IPSO IRONER	1
AMENITIES/INDUSTRIES		CENTRAL LAUNDRY	METAL PLINTH	1
AMENITIES F0		ESCAPE STAIR	FIRE EXTINGUISHER	1
AMENITIES F0		CORRIDOR	BOARD: NOTICE	2
AMENITIES F0		CORRIDOR	FIRE EXTINGUISHER	2
AMENITIES/INDUSTRIES		INDUSTRIAL CLEANING UNIT	CLEANER: STEAM	1
AMENITIES/INDUSTRIES		INDUSTRIAL CLEANING UNIT	FLOOR SURFACES	1
AMENITIES/INDUSTRIES		INDUSTRIAL CLEANING UNIT	POLISHER: COLUMBUS DIXON	2
AMENITIES/INDUSTRIES		INDUSTRIAL CLEANING UNIT	VACUUM CLEANER	3
AMENITIES/INDUSTRIES		INDUSTRIAL CLEANING UNIT	VACUUM CLEANER: INDUSTRIAL	1
AMENITIES/INDUSTRIES		INDUSTRIAL CLEANING UNIT	WASHER-DRYER	2
AMENITIES/INDUSTRIES		PLANT ROOM	FIRE EXTINGUISHER	1
AMENITIES F0		LIFT PLANT ROOM	FIRE EXTINGUISHER	1
AMENITIES/INDUSTRIES		HORTICULTURE ROOM	BOARD: NOTICE	3
AMENITIES/INDUSTRIES		HORTICULTURE ROOM	BOARD: WHITE	1
AMENITIES/INDUSTRIES		HORTICULTURE ROOM	BROOM	12
AMENITIES/INDUSTRIES		HORTICULTURE ROOM	CANS: PETROL AND OIL	2
AMENITIES/INDUSTRIES		HORTICULTURE ROOM	CLOCHES: PLASTIC	20
AMENITIES/INDUSTRIES		HORTICULTURE ROOM	DIBBER	12
AMENITIES/INDUSTRIES		HORTICULTURE ROOM	FORK: GARDEN	12
AMENITIES/INDUSTRIES		HORTICULTURE ROOM	FORK: HAND	12

BUILDING	ROOM NO	ROOM	EQUIPMENT	QTY
AMENITIES/INDUSTRIES		HORTICULTURE ROOM	GLOVES: HORTICULTURE	12
AMENITIES/INDUSTRIES		HORTICULTURE ROOM	HAND CARTS 4 WHEELED	12
AMENITIES/INDUSTRIES		HORTICULTURE ROOM	HOE	12
AMENITIES/INDUSTRIES		HORTICULTURE ROOM	HOE: DUTCH	12
AMENITIES/INDUSTRIES		HORTICULTURE ROOM	HOSE AND COUPLINGS	1
AMENITIES/INDUSTRIES		HORTICULTURE ROOM	INMATE: CHAIR	12
AMENITIES/INDUSTRIES		HORTICULTURE ROOM	MATS: KNEELING	12
AMENITIES/INDUSTRIES		HORTICULTURE ROOM	MOWER: HAND	3
AMENITIES/INDUSTRIES		HORTICULTURE ROOM	MOWER: HOVER PETROL	1
AMENITIES/INDUSTRIES		HORTICULTURE ROOM	MOWER: PED CYLINDER PETROL	3
AMENITIES/INDUSTRIES		HORTICULTURE ROOM	MOWER: PED ROTARY PETROL	3
AMENITIES/INDUSTRIES		HORTICULTURE ROOM	RAKE: GRASS	12
AMENITIES/INDUSTRIES		HORTICULTURE ROOM	SHADOW BOARD	1
AMENITIES/INDUSTRIES		HORTICULTURE ROOM	SHEARS: GRASS	3
AMENITIES/INDUSTRIES		HORTICULTURE ROOM	SHOVELS	3
AMENITIES/INDUSTRIES		HORTICULTURE ROOM	SIEVES	4
AMENITIES/INDUSTRIES		HORTICULTURE ROOM	SPADE: EDGING	3
AMENITIES/INDUSTRIES		HORTICULTURE ROOM	SPADE: GARDEN	12
AMENITIES/INDUSTRIES		HORTICULTURE ROOM	STRIMMER: PETROL	2
AMENITIES/INDUSTRIES		HORTICULTURE ROOM	TABLE: POTTING	2
AMENITIES/INDUSTRIES		HORTICULTURE ROOM	TOOLS: SECURITY SENSITIVE	1
AMENITIES/INDUSTRIES		HORTICULTURE ROOM	TROWEL: HAND	12
AMENITIES/INDUSTRIES		HORTICULTURE ROOM	WATERING CANS	4
AMENITIES/INDUSTRIES		HORTICULTURE ROOM	WHEEL BARROWS	3
AMENITIES/INDUSTRIES		HORTICULTURE STORE	RACKING	1
AMENITIES		STAFF TRAINING/REST	STEEL CUPBOARD	1
AMENITIES		STAFF TRAINING/REST	WASTE BINS	4
AMENITIES		STAFF TRAINING/REST	TABLES: EDUCATIONAL	12

BUILDING	ROOM NO	ROOM	EQUIPMENT	QTY
AMENITIES		STAFF TRAINING/REST	CHAIRS	12
AMENITIES		STAFF TRAINING/REST	FLIP CHARTS	2
AMENITIES		STAFF TRAINING/REST	CLOCK	1
AMENITIES		STAFF TRAINING/REST	BOARD: WHITE	2
AMENITIES		STAFF TRAINING/REST	EASY CHAIRS	10
AMENITIES		STAFF TRAINING/REST	COFFEE TABLES	4
AMENITIES		STAFF TRAINING/REST	TELEVISION SETS	1
HEALTHCARE CENTRE		MALE WC/SHOWER	HAND DRYER	1
HEALTHCARE CENTRE		MALE WC/SHOWER	LAVATORY BRUSH	1
HEALTHCARE CENTRE		MALE WC/SHOWER	MIRROR	1
HEALTHCARE CENTRE		MALE WC/SHOWER	SANITARY BIN	0
HEALTHCARE CENTRE		MALE WC/SHOWER	SOAP DISPENSER	1
HEALTHCARE CENTRE		MALE WC/SHOWER	TOILET ROLL HOLDER	1
HEALTHCARE CENTRE		MALE WC/SHOWER	WASTE BIN	1
HEALTHCARE CENTRE		INMATES' WAITING (2)	BENCH: FIXED SEATING	4
HEALTHCARE CENTRE		INMATES' WAITING (2)	BOARD: NOTICE	1
HEALTHCARE CENTRE		INMATES' WAITING (2)	HAND DRYER	1
HEALTHCARE CENTRE		INMATES' WAITING (2)	LAVATORY BRUSH	1
HEALTHCARE CENTRE		INMATES' WAITING (2)	MIRROR	1
HEALTHCARE CENTRE		INMATES' WAITING (2)	SOAP DISPENSER	1
HEALTHCARE CENTRE		INMATES' WAITING (2)	TOILET ROLL HOLDER	1
HEALTHCARE CENTRE		CORRIDOR	FIRE EXTINGUISHER	2
HEALTHCARE CENTRE		NURSES' STATION/RECORDS	BOARD: NOTICE	1
HEALTHCARE CENTRE		NURSES' STATION/RECORDS	BOARD: WHITE	1

BUILDING	ROOM NO	ROOM	EQUIPMENT	QTY
HEALTHCARE CENTRE		NURSES' STATION/RECORDS	BOOKCASE	1
HEALTHCARE CENTRE		NURSES' STATION/RECORDS	CHAIR: OFFICE	2
HEALTHCARE CENTRE		NURSES' STATION/RECORDS	COMPUTER TERMINAL	1
HEALTHCARE CENTRE		NURSES' STATION/RECORDS	FILING CABINET: 4 DRAWER	7
HEALTHCARE CENTRE		NURSES' STATION/RECORDS	PRINTER: LASER/STAND	1
HEALTHCARE CENTRE		NURSES' STATION/RECORDS	SAFE KEY	1
HEALTHCARE CENTRE		NURSES' STATION/RECORDS	TELEPHONE EXT	2
HEALTHCARE CENTRE		NURSES' STATION/RECORDS	WORK TOPS/DRAWERS	1
HEALTHCARE CENTRE		MEDICAL OFFICER	CHAIR: OFFICE	2
HEALTHCARE CENTRE		MEDICAL OFFICER	CORRECTION LENSES	1
HEALTHCARE CENTRE		MEDICAL OFFICER	DESK: DOUBLE PEDESTAL	1
HEALTHCARE CENTRE		MEDICAL OFFICER	DIAGNOSTIC KIT	1
HEALTHCARE CENTRE		MEDICAL OFFICER	EXAMINATION COUCH	1
HEALTHCARE CENTRE		MEDICAL OFFICER	HAND DRYER	1
HEALTHCARE CENTRE		MEDICAL OFFICER	HAND TOWEL DISPENSER	1
HEALTHCARE CENTRE		MEDICAL OFFICER	HEIGHT BAR	1
HEALTHCARE CENTRE		MEDICAL OFFICER	INMATE: CHAIR	1
HEALTHCARE CENTRE		MEDICAL OFFICER	MIRROR: OPTICIAN	1
HEALTHCARE CENTRE		MEDICAL OFFICER	OPTICIAN: LIGHT CHART	1
HEALTHCARE CENTRE		MEDICAL OFFICER	SCALES	1
HEALTHCARE CENTRE		MEDICAL OFFICER	SOAP DISPENSER	1
HEALTHCARE CENTRE		MEDICAL OFFICER	SPHYGNAMOMETER	1
HEALTHCARE CENTRE		MEDICAL OFFICER	TELEPHONE EXT	1
HEALTHCARE CENTRE		MEDICAL OFFICER	WASTE BIN	1
HEALTHCARE CENTRE		MEDICAL OFFICER	WASTE BIN CLINICAL	1
HEALTHCARE CENTRE		MEDICAL OFFICER	WINDOW BLINDS: BLACK OUT	1
HEALTHCARE CENTRE		MEDICAL OFFICER	MEDICAL REFERENCE BOOKS	1



BUILDING	ROOM NO	ROOM	EQUIPMENT	QTY
HEALTHCARE CENTRE		DIRTY LINEN/CLINICAL WASTE STORE	HAMPER: 18"	1
HEALTHCARE CENTRE		DIRTY LINEN/CLINICAL WASTE STORE	WASTE BIN: BIO-HAZARD	2
HEALTHCARE CENTRE		DIRTY LINEN/CLINICAL WASTE STORE	WASTE BIN: CLINICAL	2
HEALTHCARE CENTRE		DIRTY LINEN/CLINICAL WASTE STORE	WORK TOP	1
HEALTHCARE CENTRE		PHARMACY	AUTOCLAVE	1
HEALTHCARE CENTRE		PHARMACY	CART: MEDICATION	3
HEALTHCARE CENTRE		PHARMACY	CHAIR: OFFICE	2
HEALTHCARE CENTRE		PHARMACY	CHOLESTEROL SCREEN	1
HEALTHCARE CENTRE		PHARMACY	CUPBOARD: CONTROLLED DRUGS	1
HEALTHCARE CENTRE		PHARMACY	FRIDGE: PHARMACY	2
HEALTHCARE CENTRE		PHARMACY	GLUCOMETER	1
HEALTHCARE CENTRE		PHARMACY	SHELF	1
HEALTHCARE CENTRE		PHARMACY	SINK UNIT/CUPBOARDS	1
HEALTHCARE CENTRE		PHARMACY	SPHYGNAMOMETER	1
HEALTHCARE CENTRE		PHARMACY	TELEPHONE EXT	1
HEALTHCARE CENTRE		PHARMACY	TROLLEY: NITROUS OXIDE	1
HEALTHCARE CENTRE		PHARMACY	TROLLEY: OXYGEN	2
HEALTHCARE CENTRE		PHARMACY	WASTE BIN	1
HEALTHCARE CENTRE		PHARMACY	WASTE BIN: CLINICAL	1
HEALTHCARE CENTRE		PHARMACY	WORK TOP WITH CUPBOARDS	1
HEALTHCARE CENTRE		PHARMACY	LOCKABLE CABINETS	2
HEALTHCARE CENTRE		PHARMACY	WALL MOUNTED CUPBOARDS LOCKABLE	1
HEALTHCARE CENTRE		DENTIST	CABINERY: DENTAL	1
HEALTHCARE CENTRE		DENTIST	CHAIR: DENTIST AND EQUIPMENT	1
HEALTHCARE CENTRE		DENTIST	INSTRUMENTS: DENTAL	1

BUILDING	ROOM NO	ROOM	EQUIPMENT	QTY
HEALTHCARE CENTRE		STAFF KITCHEN/TEA STATION	COAT HOOKS	1
HEALTHCARE CENTRE		STAFF KITCHEN/TEA STATION	COFFEE MAKER	1
HEALTHCARE CENTRE		STAFF KITCHEN/TEA STATION	FRIDGE	1
HEALTHCARE CENTRE		STAFF KITCHEN/TEA STATION	INMATE: CHAIR	6
HEALTHCARE CENTRE		STAFF KITCHEN/TEA STATION	LOCKER: PERSONAL	2
HEALTHCARE CENTRE		STAFF KITCHEN/TEA STATION	MICROWAVE	1
HEALTHCARE CENTRE		STAFF KITCHEN/TEA STATION	TABLE	1
HEALTHCARE CENTRE		STAFF KITCHEN/TEA STATION	TOASTER	1
HEALTHCARE CENTRE		STAFF KITCHEN/TEA STATION	WALL CUPBOARD	1
HEALTHCARE CENTRE		STAFF KITCHEN/TEA STATION	WATER BOILER	1
HEALTHCARE CENTRE		STAFF KITCHEN/TEA STATION	WORK TOPS/DRAWERS	1
HEALTHCARE CENTRE		TEA STATION	SINK	1
HEALTHCARE CENTRE		TEA STATION	WATER BOILER	1
HEALTHCARE CENTRE		TEA STATION	CUPBOARD	1
HEALTHCARE CENTRE		TRAUMA/ACCIDENT AND EMERGENCY	CART: UTILITY	1
HEALTHCARE CENTRE		TRAUMA/ACCIDENT AND EMERGENCY	DIAGNOSTIC KIT	1
HEALTHCARE CENTRE		TRAUMA/ACCIDENT AND EMERGENCY	DRIP STAND	1
HEALTHCARE CENTRE		TRAUMA/ACCIDENT AND EMERGENCY	ECG MACHINE	1
HEALTHCARE CENTRE		TRAUMA/ACCIDENT AND EMERGENCY	EXAMINATION COUCH	1
HEALTHCARE CENTRE		TRAUMA/ACCIDENT AND EMERGENCY	EXAMINATION LAMP	1
HEALTHCARE CENTRE		TRAUMA/ACCIDENT AND EMERGENCY	EXAMINATION STOOL	1
HEALTHCARE CENTRE		TRAUMA/ACCIDENT AND EMERGENCY	HAMPER: 18"	1
HEALTHCARE CENTRE		TRAUMA/ACCIDENT AND EMERGENCY	HAND DRYER	1
HEALTHCARE CENTRE		TRAUMA/ACCIDENT AND EMERGENCY	HAND TOWEL DISPENSER	1
HEALTHCARE CENTRE		TRAUMA/ACCIDENT AND EMERGENCY	NEBULISER	1
HEALTHCARE CENTRE		TRAUMA/ACCIDENT AND EMERGENCY	SOAP DISPENSER	1
HEALTHCARE CENTRE		TRAUMA/ACCIDENT AND EMERGENCY	SPHYGNAMOMETER	1
HEALTHCARE CENTRE		TRAUMA/ACCIDENT AND EMERGENCY	SUCTION MACHINE	1

BUILDING	ROOM NO	ROOM	EQUIPMENT	QTY
HEALTHCARE CENTRE		TRAUMA/ACCIDENT AND EMERGENCY	TROLLEY: DRESSING	1
HEALTHCARE CENTRE		TRAUMA/ACCIDENT AND EMERGENCY	TROLLEY: EMERGENCY	1
HEALTHCARE CENTRE		TRAUMA/ACCIDENT AND EMERGENCY	WASTE BIN: CLINICAL	1
HEALTHCARE CENTRE		TRAUMA/ACCIDENT AND EMERGENCY	WINDOW BLINDS	0
HEALTHCARE CENTRE		EMERGENCY EQUIPMENT STORE	CHAIR: WHEEL	1
HEALTHCARE CENTRE		EMERGENCY EQUIPMENT STORE	RESUSCITATION KIT	2
HEALTHCARE CENTRE		EMERGENCY EQUIPMENT STORE	SPINAL BOARD	1
HEALTHCARE CENTRE		EMERGENCY EQUIPMENT STORE	SPLINTS: INFLATABLE	1
HEALTHCARE CENTRE		EMERGENCY EQUIPMENT STORE	TROLLEY: STRETCHER	1
HEALTHCARE CENTRE		CLINICAL MANAGER AND SECRETARY	BOARD: NOTICE	1
HEALTHCARE CENTRE		CLINICAL MANAGER AND SECRETARY	BOARD: WHITE	1
HEALTHCARE CENTRE		CLINICAL MANAGER AND SECRETARY	BOOKCASE	1
HEALTHCARE CENTRE		CLINICAL MANAGER AND SECRETARY	CHAIR: OFFICE	1
HEALTHCARE CENTRE		CLINICAL MANAGER AND SECRETARY	CHAIR: TYPISTS	1
HEALTHCARE CENTRE		CLINICAL MANAGER AND SECRETARY	CHAIR: VISITORS	2
HEALTHCARE CENTRE		CLINICAL MANAGER AND SECRETARY	COAT HOOKS	1
HEALTHCARE CENTRE		CLINICAL MANAGER AND SECRETARY	COMPUTER TERMINAL	1
HEALTHCARE CENTRE		CLINICAL MANAGER AND SECRETARY	DESK: "L" SHAPED	1
HEALTHCARE CENTRE		CLINICAL MANAGER AND SECRETARY	DESK: DOUBLE PEDESTAL	1
HEALTHCARE CENTRE		CLINICAL MANAGER AND SECRETARY	FAX	1
HEALTHCARE CENTRE		CLINICAL MANAGER AND SECRETARY	FILING CABINET: 4 DRAWER	3
HEALTHCARE CENTRE		CLINICAL MANAGER AND SECRETARY	PRINTER: LASER/STAND	1
HEALTHCARE CENTRE		CLINICAL MANAGER AND SECRETARY	SAFE	1
HEALTHCARE CENTRE		CLINICAL MANAGER AND SECRETARY	STEEL CUPBOARD	1
HEALTHCARE CENTRE		CLINICAL MANAGER AND SECRETARY	TABLE: COFFEE	0
HEALTHCARE CENTRE		CLINICAL MANAGER AND SECRETARY	TABLE: OFFICE	0
HEALTHCARE CENTRE		CLINICAL MANAGER AND SECRETARY	TELEPHONE EXT	2

BUILDING	ROOM NO	ROOM	EQUIPMENT	QTY
HEALTHCARE CENTRE		CLINICAL MANAGER AND SECRETARY	WASTE BIN	2
HEALTHCARE CENTRE		CLINICAL MANAGER AND SECRETARY	WINDOW BLINDS	1
HEALTHCARE CENTRE		TREATMENT ROOM	BLANKET: EMERGENCY	1
HEALTHCARE CENTRE		TREATMENT ROOM	CART: UTILITY	1
HEALTHCARE CENTRE		TREATMENT ROOM	CAUTERY	1
HEALTHCARE CENTRE		TREATMENT ROOM	CUPBOARD: LOCKABLE	1
HEALTHCARE CENTRE		TREATMENT ROOM	DIAGNOSTIC KIT	1
HEALTHCARE CENTRE		TREATMENT ROOM	EXAMINATION COUCH	1
HEALTHCARE CENTRE		TREATMENT ROOM	EXAMINATION LAMP	1
HEALTHCARE CENTRE		TREATMENT ROOM	EXAMINATION STOOL	1
HEALTHCARE CENTRE		TREATMENT ROOM	GLUCOMETER	1
HEALTHCARE CENTRE		TREATMENT ROOM	HAND DRYER	1
HEALTHCARE CENTRE		TREATMENT ROOM	HAND TOWEL DISPENSER	1
HEALTHCARE CENTRE		TREATMENT ROOM	SOAP DISPENSER	1
HEALTHCARE CENTRE		TREATMENT ROOM	SPHYGNAMOMETER	1
HEALTHCARE CENTRE		TREATMENT ROOM	STATION: BURNS	1
HEALTHCARE CENTRE		TREATMENT ROOM	STATION: EYE	1
HEALTHCARE CENTRE		TREATMENT ROOM	SYRINGE: EAR	1
HEALTHCARE CENTRE		TREATMENT ROOM	TROLLEY: DRESSING	1
HEALTHCARE CENTRE		TREATMENT ROOM	WASTE BIN	1
HEALTHCARE CENTRE		TREATMENT ROOM	WASTE BIN CLINICAL	1
HEALTHCARE CENTRE		TREATMENT ROOM	ORTHOPAEDIC KIT	1
HEALTHCARE CENTRE		TREATMENT ROOM	FILEHOLDERS (WALL)	
HEALTHCARE CENTRE		CONSULTANT ROOM (3)	CUPBOARD: LOCKABLE	1
HEALTHCARE CENTRE		CONSULTANT ROOM (3)	DIAGNOSTIC KIT	1
HEALTHCARE CENTRE		CONSULTANT ROOM (3)	EXAMINATION COUCH	1
HEALTHCARE CENTRE		CONSULTANT ROOM (3)	EXAMINATION LAMP	1
HEALTHCARE CENTRE		CONSULTANT ROOM (3)	EXAMINATION STOOL	1

BUILDING	ROOM NO	ROOM	EQUIPMENT	QTY
HEALTHCARE CENTRE		CONSULTANT ROOM (3)	GU MEDICAL MICROSCOPE	1
HEALTHCARE CENTRE		CONSULTANT ROOM (3)	HAND DRYER	1
HEALTHCARE CENTRE		CONSULTANT ROOM (3)	HAND TOWEL DISPENSER	1
HEALTHCARE CENTRE		CONSULTANT ROOM (3)	SOAP DISPENSER	1
HEALTHCARE CENTRE		CONSULTANT ROOM (3)	SPHYGNAMOMETER	1
HEALTHCARE CENTRE		CONSULTANT ROOM (3)	DESK	1
HEALTHCARE CENTRE		CONSULTANT ROOM (3)	CHAIR WITH ARMS	1
HEALTHCARE CENTRE		CONSULTANT ROOM (3)	PATIENT CHAIR	1
HEALTHCARE CENTRE		CONSULTANT ROOM (3)	TELEPHONE EXT	1
HEALTHCARE CENTRE		CONSULTANT ROOM (3)	WASTE BIN	1
HEALTHCARE CENTRE		CONSULTANT ROOM (3)	SINK	1
HEALTHCARE CENTRE		CONSULTANT ROOM (3)	WINDOW BLINDS	1
HEALTHCARE CENTRE		ONE ROOM TO HAVE OPTICIAN KIT		1
HEALTHCARE CENTRE		ONE ROOM TO HAVE OPTICIAN KIT	ILLUMINATED CHART	1
HEALTHCARE CENTRE		ONE ROOM TO HAVE OPTICIAN KIT	MIRROR	1
HEALTHCARE CENTRE		ONE ROOM TO HAVE OPTICIAN KIT	CORRECTIVE LENSES SET	1
HEALTHCARE CENTRE		ONE ROOM TO HAVE OPTICIAN KIT	LENS DIAGNOSTIC MACHINE	1
HEALTHCARE CENTRE		ONE ROOM TO HAVE OPTICIAN KIT	BLINDS (OPTICIANS)	1
HEALTHCARE CENTRE		CELLS (2)	HOSPITAL BED	1
HEALTHCARE CENTRE		CELLS (2)	BEDSIDE LOCKER	1
HEALTHCARE CENTRE		CELLS (2)	OVERBED TABLE	1
HEALTHCARE CENTRE		CELLS (2)	CHAIR WITH ARMS	1
HEALTHCARE CENTRE		2 BED WARDS (2)	FIXED BEDS	2
HEALTHCARE CENTRE		2 BED WARDS (2)	TABLE (WRITING/DINING)	1
HEALTHCARE CENTRE		2 BED WARDS (2)	BEDSIDE LOCKERS/LOCKABLE	2
HEALTHCARE CENTRE		2 BED WARDS (2)	CHAIRS	2
HEALTHCARE CENTRE		2 BED WARDS (2)	MIRROR	1

BUILDING	ROOM NO	ROOM	EQUIPMENT	QTY
HEALTHCARE CENTRE		2 BED WARDS (2)	HAND DRYER	1
HEALTHCARE CENTRE		2 BED WARDS (2)	TOILET ROLL	1
HEALTHCARE CENTRE		4 BED WARDS (3)	FIXED BEDS	4
HEALTHCARE CENTRE		4 BED WARDS (3)	TABLE (WRITING/DINING)	1
HEALTHCARE CENTRE		4 BED WARDS (3)	BEDSIDE LOCKERS/LOCKABLE	4
HEALTHCARE CENTRE		4 BED WARDS (3)	CHAIRS	4
HEALTHCARE CENTRE		4 BED WARDS (3)	MIRROR	1
HEALTHCARE CENTRE		4 BED WARDS (3)	HAND DRYER	1
HEALTHCARE CENTRE		4 BED WARDS (3)	TOILET ROLL	1
HEALTHCARE CENTRE		DAYROOM/ASSOCIATION	CHAIRS	18
HEALTHCARE CENTRE		DAYROOM/ASSOCIATION	TABLES DINING/ACTIVITY	3
HEALTHCARE CENTRE		DAYROOM/ASSOCIATION	TV/VIDEO WITH STAND	1
HEALTHCARE CENTRE		DAYROOM/ASSOCIATION	WHITEBOARD	1
HEALTHCARE CENTRE		DAYROOM/ASSOCIATION	NOTICE BOARD	1
HEALTHCARE CENTRE		DAYROOM/ASSOCIATION	TELEPHONE EXT	?
HEALTHCARE CENTRE		X-RAY ROOM	WHOLE BODY X-RAY/COUCH	1
HEALTHCARE CENTRE		X-RAY ROOM	LEAD SCREEN	1
HEALTHCARE CENTRE		X-RAY ROOM	UTILITY CART	1
HEALTHCARE CENTRE		X-RAY ROOM	X-RAY ILLUMINATED VIEWER	2
HEALTHCARE CENTRE		X-RAY ROOM	DARK ROOM DEVELOPER KIT	1
HEALTHCARE CENTRE		X-RAY ROOM	SAFETY LIGHT	2
HEALTHCARE CENTRE		X-RAY ROOM	LEAD APRON	2
HEALTHCARE CENTRE		X-RAY ROOM	APRON HOLDER	2

BUILDING	ROOM NO	ROOM	EQUIPMENT	QTY
HEALTHCARE CENTRE		X-RAY ROOM	CUPBOARDS	1
HEALTHCARE CENTRE		X-RAY ROOM	CHEMICAL STORE IN DARK ROOM	1
HEALTHCARE CENTRE		CLEAN LINEN STORE	RACKING	1
HEALTHCARE CENTRE		RECORDS	4 DRAWER FILING CABINETS	9
HEALTHCARE CENTRE		RECORDS	DESK SINGLE PEDESTAL	1
HEALTHCARE CENTRE		RECORDS	CHAIR	1
HEALTHCARE CENTRE		TRAINING/MEETING ROOM	MEETING ROOM CHAIRS WITH STUDENT NOTE TABLE	12
HEALTHCARE CENTRE		TRAINING/MEETING ROOM	WHITEBOARD	2
HEALTHCARE CENTRE		TRAINING/MEETING ROOM	NOTICE BOARD	2
HEALTHCARE CENTRE		TRAINING/MEETING ROOM	OHP AND STAND	1
HEALTHCARE CENTRE		TRAINING/MEETING ROOM	TV/VIDEO AND STAND	1
HEALTHCARE CENTRE		UNALLOCATED	PRISONERS' WHEELCHAIR	?
AMENITIES/EDUCATION		INMATE WC	HAND DRYER	2
AMENITIES/EDUCATION		INMATE WC	LAVATORY BRUSH	2
AMENITIES/EDUCATION		INMATE WC	MIRROR: NON-GLASS	2
AMENITIES/EDUCATION		INMATE WC	SOAP DISPENSER	2
AMENITIES/EDUCATION		INMATE WC	TOILET ROLL HOLDER	2
			WASTE BIN	2

BUILDING	ROOM NO	ROOM	EQUIPMENT	QTY
AMENITIES/EDUCATION		DISPLAY/LOBBY	NOTICE BOARDS	6
AMENITIES/EDUCATION		DISPLAY/LOBBY	FIRE EXTINGUISHER	1
AMENITIES/EDUCATION		DISPLAY/LOBBY	DISPLAY CABINETS	2
AMENITIES/EDUCATION		STAFF WC (2)	HAND DRYER	1
AMENITIES/EDUCATION		STAFF WC (2)	LAVATORY BRUSH	1
AMENITIES/EDUCATION		STAFF WC (2)	MIRROR: NON-GLASS	1
AMENITIES/EDUCATION		STAFF WC (2)	SANITARY BIN	1
AMENITIES/EDUCATION		STAFF WC (2)	SOAP DISPENSER	1
AMENITIES/EDUCATION		STAFF WC (2)	TOILET ROLL HOLDER	1
AMENITIES/EDUCATION		STAFF WC (2)	WASTE BIN	1
AMENITIES/EDUCATION		LIBRARY	BOOKS: LIBRARY	5000+
AMENITIES/EDUCATION		LIBRARY	CHAIR: OFFICE	1
AMENITIES/EDUCATION		LIBRARY	CLOCK	1
AMENITIES/EDUCATION		LIBRARY	COMPUTER TERMINAL	1
AMENITIES/EDUCATION		LIBRARY	DESK: LIBRARIAN	1
AMENITIES/EDUCATION		LIBRARY	DESK: STUDY	3
AMENITIES/EDUCATION		LIBRARY	INMATE: CHAIR	3
AMENITIES/EDUCATION		LIBRARY	RACKING: LIBRARY	1
AMENITIES/EDUCATION		LIBRARY	ETHNIC NEEDS LITERATURE	?
AMENITIES/EDUCATION		LIBRARY OFFICE	BOOKS: REFERENCE/LAW	500
AMENITIES/EDUCATION		LIBRARY OFFICE	INMATE: CHAIR	4
AMENITIES/EDUCATION		LIBRARY OFFICE	RACKING: LIBRARY	0
AMENITIES/EDUCATION		LIBRARY OFFICE	TABLE: EDUCATIONAL	3



BUILDING	ROOM NO	ROOM	EQUIPMENT	QTY
AMENITIES/EDUCATION		LOBBY	BOARD: NOTICE	1
AMENITIES/EDUCATION		LOBBY	FIRE EXTINGUISHER	1
AMENITIES/EDUCATION		COGNITIVE TRAINING	BOARD: NOTICE	1
AMENITIES/EDUCATION		COGNITIVE TRAINING	BOARD: WHITE	2
AMENITIES/EDUCATION		COGNITIVE TRAINING	CAMCORDER	1
AMENITIES/EDUCATION		COGNITIVE TRAINING	CLOCK	1
AMENITIES/EDUCATION		COGNITIVE TRAINING	FILING CABINET: 4 DRAWER	1
AMENITIES/EDUCATION		COGNITIVE TRAINING	FLIP CHART	1
AMENITIES/EDUCATION		COGNITIVE TRAINING	INMATE: CHAIR	13
AMENITIES/EDUCATION		COGNITIVE TRAINING	LECTERN	1
AMENITIES/EDUCATION		COGNITIVE TRAINING	STEEL CUPBOARD: SECURE	1
AMENITIES/EDUCATION		COGNITIVE TRAINING	TABLE: EDUCATIONAL	7
AMENITIES/EDUCATION		COGNITIVE TRAINING	TELEVISION: WALL MOUNTED	1
AMENITIES/EDUCATION		COGNITIVE TRAINING	VCR: WALL MOUNTED	1
AMENITIES/EDUCATION		COGNITIVE TRAINING	WASTE BIN	1
AMENITIES/EDUCATION		SENIOR PSYCHOLOGIST	COMPUTER	1
AMENITIES/EDUCATION		SENIOR PSYCHOLOGIST	BOARD: NOTICE	1
AMENITIES/EDUCATION		SENIOR PSYCHOLOGIST	CHAIR: OFFICE	1
AMENITIES/EDUCATION		SENIOR PSYCHOLOGIST	CHAIR: VISITORS LOW	2
AMENITIES/EDUCATION		SENIOR PSYCHOLOGIST	CLOCK	1
AMENITIES/EDUCATION		SENIOR PSYCHOLOGIST	DESK: TRADITIONAL	1
AMENITIES/EDUCATION		SENIOR PSYCHOLOGIST	INMATE: CHAIR	2
AMENITIES/EDUCATION		SENIOR PSYCHOLOGIST	TABLE: COFFEE	1
AMENITIES/EDUCATION		SENIOR PSYCHOLOGIST	WASTE BIN	1
AMENITIES/EDUCATION		SENIOR PSYCHOLOGIST	TELEPHONE EXT	1

BUILDING	ROOM NO	ROOM	EQUIPMENT	QTY
AMENITIES/EDUCATION		SENIOR SOCIAL WORKER	COMPUTER	1
AMENITIES/EDUCATION		SENIOR SOCIAL WORKER	BOARD: NOTICE	1
AMENITIES/EDUCATION		SENIOR SOCIAL WORKER	CHAIR: OFFICE	1
AMENITIES/EDUCATION		SENIOR SOCIAL WORKER	CHAIR: VISITORS LOW	2
AMENITIES/EDUCATION		SENIOR SOCIAL WORKER	CLOCK	1
AMENITIES/EDUCATION		SENIOR SOCIAL WORKER	DESK: TRADITIONAL	1
AMENITIES/EDUCATION		SENIOR SOCIAL WORKER	INMATE: CHAIR	2
AMENITIES/EDUCATION		SENIOR SOCIAL WORKER	TABLE: COFFEE	1
AMENITIES/EDUCATION		SENIOR SOCIAL WORKER	WASTE BIN	1
AMENITIES/EDUCATION		SENIOR SOCIAL WORKER	TELEPHONE EXT	1
AMENITIES/EDUCATION		PSYCHOLOGIST	COMPUTER	1
AMENITIES/EDUCATION		PSYCHOLOGIST	BOARD: NOTICE	1
AMENITIES/EDUCATION		PSYCHOLOGIST	CHAIR: OFFICE	1
AMENITIES/EDUCATION		PSYCHOLOGIST	CLOCK	1
AMENITIES/EDUCATION		PSYCHOLOGIST	DESK: TRADITIONAL	1
AMENITIES/EDUCATION		PSYCHOLOGIST	INMATE: CHAIR	2
AMENITIES/EDUCATION		PSYCHOLOGIST	WASTE BIN	1
AMENITIES/EDUCATION		PSYCHOLOGIST	TELEPHONE EXT	1
AMENITIES/EDUCATION		PRISONER DEVELOPMENT UNIT	COMPUTER	5
AMENITIES/EDUCATION		PRISONER DEVELOPMENT UNIT	BOARD: NOTICE	2
AMENITIES/EDUCATION		PRISONER DEVELOPMENT UNIT	CHAIR: OFFICE	5
AMENITIES/EDUCATION		PRISONER DEVELOPMENT UNIT	CLOCK	1
AMENITIES/EDUCATION		PRISONER DEVELOPMENT UNIT	FITTED DESKING	5
AMENITIES/EDUCATION		PRISONER DEVELOPMENT UNIT	WASTE BIN	5
AMENITIES/EDUCATION		PRISONER DEVELOPMENT UNIT	TELEPHONE EXT	5
AMENITIES/EDUCATION		PRISONER DEVELOPMENT UNIT	4 DRAWER FILING CABINETS	20

BUILDING	ROOM NO	ROOM	EQUIPMENT	QTY
AMENITIES/EDUCATION		ASSESSMENT CLASS OFFICE	COMPUTER	1
AMENITIES/EDUCATION		ASSESSMENT CLASS OFFICE	BOARD: NOTICE	2
AMENITIES/EDUCATION		ASSESSMENT CLASS OFFICE	CHAIR: OFFICE	1
AMENITIES/EDUCATION		ASSESSMENT CLASS OFFICE	CLOCK	1
AMENITIES/EDUCATION		ASSESSMENT CLASS OFFICE	DESK: 2 PEDESTAL	1
AMENITIES/EDUCATION		ASSESSMENT CLASS OFFICE	WASTE BIN	1
AMENITIES/EDUCATION		ASSESSMENT CLASS OFFICE	TELEPHONE EXT	1
AMENITIES/EDUCATION		ASSESSMENT CLASS OFFICE	4 DRAWER FILING CABINETS	4
AMENITIES/EDUCATION		TEA STATION	COFFEE MAKER	1
AMENITIES/EDUCATION		TEA STATION	FRIDGE	1
AMENITIES/EDUCATION		TEA STATION	INMATE: CHAIR	3
AMENITIES/EDUCATION		TEA STATION	MICROWAVE	1
AMENITIES/EDUCATION		TEA STATION	TABLE	1
AMENITIES/EDUCATION		TEA STATION	TOASTER	1
AMENITIES/EDUCATION		TEA STATION	WALL CUPBOARD	1
AMENITIES/EDUCATION		TEA STATION	WATER BOILER	1
AMENITIES/EDUCATION		TEA STATION	WORK TOPS/DRAWERS	1
AMENITIES/EDUCATION		CO-ORDINATOR'S OFFICE	COMPUTER	1
AMENITIES/EDUCATION		CO-ORDINATOR'S OFFICE	BOARD: NOTICE	2
AMENITIES/EDUCATION		CO-ORDINATOR'S OFFICE	CHAIR: OFFICE	1
AMENITIES/EDUCATION		CO-ORDINATOR'S OFFICE	CLOCK	1
AMENITIES/EDUCATION		CO-ORDINATOR'S OFFICE	DESK: 2 PEDESTAL	1
AMENITIES/EDUCATION		CO-ORDINATOR'S OFFICE	WASTE BIN	1
AMENITIES/EDUCATION		CO-ORDINATOR'S OFFICE	TELEPHONE EXT	1
AMENITIES/EDUCATION		CO-ORDINATOR'S OFFICE	4 DRAWER FILING CABINETS	4

BUILDING	ROOM NO	ROOM	EQUIPMENT	QTY
AMENITIES/EDUCATION		SPECIALIST COUNSELLORS	COMPUTER	3
AMENITIES/EDUCATION		SPECIALIST COUNSELLORS	BOARD: NOTICE	2
AMENITIES/EDUCATION		SPECIALIST COUNSELLORS	CHAIR: OFFICE	3
AMENITIES/EDUCATION		SPECIALIST COUNSELLORS	CLOCK	1
AMENITIES/EDUCATION		SPECIALIST COUNSELLORS	DESK: 2 PEDESTAL	3
AMENITIES/EDUCATION		SPECIALIST COUNSELLORS	WASTE BIN	3
AMENITIES/EDUCATION		SPECIALIST COUNSELLORS	TELEPHONE EXT	3
AMENITIES/EDUCATION		SPECIALIST COUNSELLORS	4 DRAWER FILING CABINETS	6
AMENITIES/EDUCATION		GENERAL CLASSROOM (3)	BOARD: NOTICE	3
AMENITIES/EDUCATION		GENERAL CLASSROOM (3)	BOARD: WHITE	6
AMENITIES/EDUCATION		GENERAL CLASSROOM (3)	CLOCK	3
AMENITIES/EDUCATION		GENERAL CLASSROOM (3)	FLIP CHART	3
AMENITIES/EDUCATION		GENERAL CLASSROOM (3)	INMATE: CHAIR	36
AMENITIES/EDUCATION		GENERAL CLASSROOM (3)	TABLE: EDUCATIONAL	15
AMENITIES/EDUCATION		STORES TO ALL DESIGNATED CLASSROOMS	RACKING	1
AMENITIES/EDUCATION		PRE-RELEASE TRAINING		
AMENITIES/EDUCATION		PRE-RELEASE TRAINING	BOARD: NOTICE	1
AMENITIES/EDUCATION		PRE-RELEASE TRAINING	BOARD: WHITE	2
AMENITIES/EDUCATION		PRE-RELEASE TRAINING	CLOCK	1
AMENITIES/EDUCATION		PRE-RELEASE TRAINING	FILING CABINET: 4 DRAWER	1
AMENITIES/EDUCATION		PRE-RELEASE TRAINING	FLIP CHART	1
AMENITIES/EDUCATION		PRE-RELEASE TRAINING	INMATE: CHAIR	9
AMENITIES/EDUCATION		PRE-RELEASE TRAINING	LECTERN	1
AMENITIES/EDUCATION		PRE-RELEASE TRAINING	STEEL CUPBOARD: SECURE	1

BUILDING	ROOM NO	ROOM	EQUIPMENT	QTY
AMENITIES/EDUCATION		PRE-RELEASE TRAINING	TABLE: EDUCATIONAL	5
AMENITIES/EDUCATION		PRE-RELEASE TRAINING	WASTE BIN	1
CHAPEL		STORE	RACKING	1
CHAPEL		CHAPLAIN'S OFFICE	BOARD: NOTICE	1
CHAPEL		CHAPLAIN'S OFFICE	BOARD: WHITE	1
CHAPEL		CHAPLAIN'S OFFICE	BOOKCASE	1
CHAPEL		CHAPLAIN'S OFFICE	CHAIR: OFFICE	1
CHAPEL		CHAPLAIN'S OFFICE	CHAIR: VISITORS	2
CHAPEL		CHAPLAIN'S OFFICE	COAT HOOKS	1
CHAPEL		CHAPLAIN'S OFFICE	COMPUTER TERMINAL	1
CHAPEL		CHAPLAIN'S OFFICE	DESK: "L" SHAPED	1
CHAPEL		CHAPLAIN'S OFFICE	FILING CABINET: 4 DRAWER	2
CHAPEL		CHAPLAIN'S OFFICE	PRINTER: LASER/STAND	0
CHAPEL		CHAPLAIN'S OFFICE	SAFE	0
CHAPEL		CHAPLAIN'S OFFICE	TABLE: COFFEE	0
CHAPEL		CHAPLAIN'S OFFICE	TELEPHONE EXT	1
CHAPEL		CHAPLAIN'S OFFICE	WASTE BIN	1
CHAPEL		CHAPLAIN'S OFFICE	WINDOW BLINDS	1
CHAPEL		TEA STATION	COFFEE MAKER	1
CHAPEL		TEA STATION	FRIDGE	1
CHAPEL		TEA STATION	INMATE: CHAIR	3
CHAPEL		TEA STATION	MICROWAVE	1
CHAPEL		TEA STATION	TABLE	1
CHAPEL		TEA STATION	TOASTER	1
CHAPEL		TEA STATION	WALL CUPBOARD	1

BUILDING	ROOM NO	ROOM	EQUIPMENT	QTY
CHAPEL		TEA STATION	WATER BOILER	1
CHAPEL		TEA STATION	WORK TOPS/DRAWERS	1
CHAPEL		VESTRY	CHAIR: VISITORS	3
CHAPEL		VESTRY	LOCKER: PERSONAL - VERTICAL	3
CHAPEL		VESTRY	MIRROR	1
CHAPEL		VESTRY	VESTMENTS AND ALTAR CLOTHS	1
CHAPEL		CHAPEL	ALTAR	1
CHAPEL		CHAPEL	ALTAR CROSS	1
CHAPEL		CHAPEL	ALTAR FURNISHING	1
CHAPEL		CHAPEL	BAPTISM BOWL	1
CHAPEL		CHAPEL	CHAIR: CHAPEL/STACKABLE	100
CHAPEL		CHAPEL	FOOT KNEELER FOR RAILS	2
CHAPEL		CHAPEL	HYMN BOOK SETS	1
CHAPEL		CHAPEL	KNEELERS	100
CHAPEL		CHAPEL	LECTERN	1
CHAPEL		CHAPEL	ORGAN: ELECTRIC	1
CHAPEL		CHAPEL	PA SYSTEM	1
CHAPEL		CHAPEL	STATIONS OF THE CROSS	1
CHAPEL		CHAPEL	STATUES AND CANDLES: RC	1
CHAPEL		CHAPEL	TRAVELLING TABERNACLE AND COMM SET	1
CHAPEL		CHAPEL	RELIGIOUS BOOKS/BIBLES ETC	?
AMENITIES/EDUCATION		PRE-INDUCTION WORKSHOP	BOARD: NOTICE	1
AMENITIES/EDUCATION		PRE-INDUCTION WORKSHOP	BOARD: WHITE	2
AMENITIES/EDUCATION		PRE-INDUCTION WORKSHOP	CLOCK	1
AMENITIES/EDUCATION		PRE-INDUCTION WORKSHOP	FILING CABINET: 4 DRAWER	1

BUILDING	ROOM NO	ROOM	EQUIPMENT	QTY
AMENITIES/EDUCATION		PRE-INDUCTION WORKSHOP	FLIP CHART	1
AMENITIES/EDUCATION		PRE-INDUCTION WORKSHOP	INMATE: CHAIR	11
AMENITIES/EDUCATION		PRE-INDUCTION WORKSHOP	LECTERN	1
AMENITIES/EDUCATION		PRE-INDUCTION WORKSHOP	STEEL CUPBOARD: SECURE	1
AMENITIES/EDUCATION		PRE-INDUCTION WORKSHOP	TABLE: EDUCATIONAL	6
AMENITIES/EDUCATION		PRE-INDUCTION WORKSHOP	WASTE BIN	1
AMENITIES/EDUCATION		SOCIAL SKILLS	BOARD: NOTICE	1
AMENITIES/EDUCATION		SOCIAL SKILLS	BOARD: WHITE	2
AMENITIES/EDUCATION		SOCIAL SKILLS	CLOCK	1
AMENITIES/EDUCATION		SOCIAL SKILLS	FILING CABINET: 4 DRAWER	1
AMENITIES/EDUCATION		SOCIAL SKILLS	FLIP CHART	1
AMENITIES/EDUCATION		SOCIAL SKILLS	INMATE: CHAIR	9
AMENITIES/EDUCATION		SOCIAL SKILLS	LECTERN	1
AMENITIES/EDUCATION		SOCIAL SKILLS	STEEL CUPBOARD: SECURE	1
AMENITIES/EDUCATION		SOCIAL SKILLS	TABLE: EDUCATIONAL	5
AMENITIES/EDUCATION		SOCIAL SKILLS	WASTE BIN	1
AMENITIES/EDUCATION		SOCIAL SKILLS	ASSESSMENT/SKILLS TRAINING EQUIPMENT	?
AMENITIES/EDUCATION		INDUCTION	BOARD: NOTICE	1
AMENITIES/EDUCATION		INDUCTION	BOARD: WHITE	2
AMENITIES/EDUCATION		INDUCTION	CAMCORDER	1
AMENITIES/EDUCATION		INDUCTION	CLOCK	1
AMENITIES/EDUCATION		INDUCTION	FILING CABINET: 4 DRAWER	1
AMENITIES/EDUCATION		INDUCTION	FLIP CHART	1
AMENITIES/EDUCATION		INDUCTION	INMATE: CHAIR	14
AMENITIES/EDUCATION		INDUCTION	LECTERN	1
AMENITIES/EDUCATION		INDUCTION	STEEL CUPBOARD: SECURE	1
AMENITIES/EDUCATION		INDUCTION	TABLE: EDUCATIONAL	6
AMENITIES/EDUCATION		INDUCTION	TELEVISION: WALL MOUNTED	1

BUILDING	ROOM NO	ROOM	EQUIPMENT	QTY
AMENITIES/EDUCATION		INDUCTION	VCR: WALL MOUNTED	1
AMENITIES/EDUCATION		INDUCTION	WASTE BIN	1
AMENITIES/EDUCATION		OFFENDING BEHAVIOUR UNIT	BOARD: NOTICE	1
AMENITIES/EDUCATION		OFFENDING BEHAVIOUR UNIT	BOARD: WHITE	1
AMENITIES/EDUCATION		OFFENDING BEHAVIOUR UNIT	BOOKCASE	1
AMENITIES/EDUCATION		OFFENDING BEHAVIOUR UNIT	CHAIR: OFFICE	4
AMENITIES/EDUCATION		OFFENDING BEHAVIOUR UNIT	CHAIR: VISITORS	2
AMENITIES/EDUCATION		OFFENDING BEHAVIOUR UNIT	COAT HOOKS	1
AMENITIES/EDUCATION		OFFENDING BEHAVIOUR UNIT	COMPUTER TERMINAL	4
AMENITIES/EDUCATION		OFFENDING BEHAVIOUR UNIT	DESK: "L" SHAPED	4
AMENITIES/EDUCATION		OFFENDING BEHAVIOUR UNIT	FILING CABINET: 4 DRAWER	6
AMENITIES/EDUCATION		OFFENDING BEHAVIOUR UNIT	PRINTER: LASER/STAND	1
AMENITIES/EDUCATION		OFFENDING BEHAVIOUR UNIT	RACKING	1
AMENITIES/EDUCATION		OFFENDING BEHAVIOUR UNIT	SAFE	0
AMENITIES/EDUCATION		OFFENDING BEHAVIOUR UNIT	STEEL CUPBOARD	2
AMENITIES/EDUCATION		OFFENDING BEHAVIOUR UNIT	TABLE: COFFEE	0
AMENITIES/EDUCATION		OFFENDING BEHAVIOUR UNIT	TABLE: OFFICE	1
AMENITIES/EDUCATION		OFFENDING BEHAVIOUR UNIT	TELEPHONE EXT	4
AMENITIES/EDUCATION		OFFENDING BEHAVIOUR UNIT	WASTE BIN	4
AMENITIES/EDUCATION		OFFENDING BEHAVIOUR UNIT	WINDOW BLINDS	0
AMENITIES/EDUCATION		IT CENTRE	BOARD: NOTICE	1
AMENITIES/EDUCATION		IT CENTRE	BOARD: WHITE	2
AMENITIES/EDUCATION		IT CENTRE	CAMCORDER	0
AMENITIES/EDUCATION		IT CENTRE	CLOCK	1
AMENITIES/EDUCATION		IT CENTRE	COMPUTER TERMINAL	13
AMENITIES/EDUCATION		IT CENTRE	FILING CABINET: 4 DRAWER	0
AMENITIES/EDUCATION		IT CENTRE	FLIP CHART	1
AMENITIES/EDUCATION		IT CENTRE	INMATE: CHAIR	13



BUILDING	ROOM NO	ROOM	EQUIPMENT	QTY
AMENITIES/EDUCATION		IT CENTRE	LECTERN	0
AMENITIES/EDUCATION		IT CENTRE	STEEL CUPBOARD: SECURE	0
AMENITIES/EDUCATION		IT CENTRE	TABLE: EDUCATIONAL	7
AMENITIES/EDUCATION		IT CENTRE	TELEVISION: WALL MOUNTED	1
AMENITIES/EDUCATION		IT CENTRE	VCR: WALL MOUNTED	1
AMENITIES/EDUCATION		IT CENTRE	WASTE BIN	1
AMENITIES/EDUCATION		IT STORE	RACKING	1
AMENITIES/EDUCATION		UNALLOCATED	MULTI-CRAFT FACILITIES/EQUIPMENT	?
AMENITIES/EDUCATION		UNALLOCATED	TALKING NEWSPAPERS EQUIPMENT	?
AMENITIES/EDUCATION		CURRICULUM MANAGER	BOARD: NOTICE	1
AMENITIES/EDUCATION		CURRICULUM MANAGER	BOARD: WHITE	1
AMENITIES/EDUCATION		CURRICULUM MANAGER	BOOKCASE	0
AMENITIES/EDUCATION		CURRICULUM MANAGER	CHAIR: OFFICE	1
AMENITIES/EDUCATION		CURRICULUM MANAGER	CHAIR: VISITORS	3
AMENITIES/EDUCATION		CURRICULUM MANAGER	COAT HOOKS	1
AMENITIES/EDUCATION		CURRICULUM MANAGER	COMPUTER TERMINAL	0
AMENITIES/EDUCATION		CURRICULUM MANAGER	DESK: "L" SHAPED	1
AMENITIES/EDUCATION		CURRICULUM MANAGER	FILING CABINET: 4 DRAWER	1
AMENITIES/EDUCATION		CURRICULUM MANAGER	PRINTER: LASER/STAND	0
AMENITIES/EDUCATION		CURRICULUM MANAGER	RACKING	0
AMENITIES/EDUCATION		CURRICULUM MANAGER	SAFE	0
AMENITIES/EDUCATION		CURRICULUM MANAGER	STEEL CUPBOARD	0
AMENITIES/EDUCATION		CURRICULUM MANAGER	TABLE: COFFEE	0
AMENITIES/EDUCATION		CURRICULUM MANAGER	TABLE: OFFICE	1
AMENITIES/EDUCATION		CURRICULUM MANAGER	TELEPHONE EXT	1

BUILDING	ROOM NO	ROOM	EQUIPMENT	QTY
AMENITIES/EDUCATION		CURRICULUM MANAGER	WASTE BIN	1
AMENITIES/EDUCATION		CURRICULUM MANAGER	WINDOW BLINDS	1
AMENITIES/EDUCATION		TUTORS' ROOM	BOARD: NOTICE	1
AMENITIES/EDUCATION		TUTORS' ROOM	BOARD: WHITE	1
AMENITIES/EDUCATION		TUTORS' ROOM	CHAIR: VISITORS LOW	6
AMENITIES/EDUCATION		TUTORS' ROOM	FILING CABINET: 4 DRAWER	2
AMENITIES/EDUCATION		TUTORS' ROOM	STEEL CUPBOARD	1
AMENITIES/EDUCATION		TUTORS' ROOM	TABLE: COFFEE	2
AMENITIES/EDUCATION		TUTORS' ROOM	TELEVISION: WALL MOUNTED	1
AMENITIES/EDUCATION		TUTORS' ROOM	VCR: WALL MOUNTED	1
AMENITIES/EDUCATION		TUTORS' ROOM	WASTE BIN	1
AMENITIES/EDUCATION		TUTORS' ROOM	WORK TOP WITH CUPBOARDS	1
AMENITIES/EDUCATION		FEMALE WC	HAND DRYER	1
AMENITIES/EDUCATION		FEMALE WC	LAVATORY BRUSH	1
AMENITIES/EDUCATION		FEMALE WC	MIRROR	1
AMENITIES/EDUCATION		FEMALE WC	SANITARY BIN	1
AMENITIES/EDUCATION		FEMALE WC	SOAP DISPENSER	1
AMENITIES/EDUCATION		FEMALE WC	TOILET ROLL HOLDER	1
AMENITIES/EDUCATION		FEMALE WC	WASTE BIN	1
AMENITIES/EDUCATION		INMATES' WC	HAND DRYER	1
AMENITIES/EDUCATION		INMATES' WC	INMATE: MIRROR NON GLASS	1
AMENITIES/EDUCATION		INMATES' WC	LAVATORY BRUSH	2
AMENITIES/EDUCATION		INMATES' WC	SANITARY BIN	0
AMENITIES/EDUCATION		INMATES' WC	SOAP DISPENSER	1

BUILDING	ROOM NO	ROOM	EQUIPMENT	QTY
AMENITIES/EDUCATION		INMATES' WC	TOILET ROLL HOLDER	2
AMENITIES/EDUCATION		INMATES' WC	WASTE BIN	1
AMENITIES/EDUCATION		CORRIDOR	BOARD: NOTICE	3
AMENITIES/EDUCATION		CORRIDOR	FIRE EXTINGUISHER	6
AMENITIES/EDUCATION		DISABLED WC	HAND DRYER	1
AMENITIES/EDUCATION		DISABLED WC	LAVATORY BRUSH	1
AMENITIES/EDUCATION		DISABLED WC	MIRROR	1
AMENITIES/EDUCATION		DISABLED WC	SANITARY BIN	1
AMENITIES/EDUCATION		DISABLED WC	SOAP DISPENSER	1
AMENITIES/EDUCATION		DISABLED WC	TOILET ROLL HOLDER	1
AMENITIES/EDUCATION		DISABLED WC	WASTE BIN	1
AMENITIES/EDUCATION		MALE WC	HAND DRYER	1
AMENITIES/EDUCATION		MALE WC	LAVATORY BRUSH	1
AMENITIES/EDUCATION		MALE WC	MIRROR	1
AMENITIES/EDUCATION		MALE WC	SANITARY BIN	1
AMENITIES/EDUCATION		MALE WC	SOAP DISPENSER	1
AMENITIES/EDUCATION		MALE WC	TOILET ROLL HOLDER	1
AMENITIES/EDUCATION		MALE WC	WASTE BIN	1
ENTRY BUILDING		ENTRANCE LOBBY	BOARD: NOTICE	2
ENTRY BUILDING		ENTRANCE LOBBY	FIRE EXTINGUISHER	1
ENTRY BUILDING		ENTRANCE LOBBY	FLAG POLES AND FLAGS	2

BUILDING	ROOM NO	ROOM	EQUIPMENT	QTY
ENTRY BUILDING		GATEHOUSE	ID EQUIP/COMPUTER STATION	1
ENTRY BUILDING		GATEHOUSE	BOARD: NOTICE	1
ENTRY BUILDING		GATEHOUSE	BOARD: WHITE	1
ENTRY BUILDING		GATEHOUSE	CHAIR: HIGH ROLLING	2
ENTRY BUILDING		GATEHOUSE	CHAIR: OFFICE	1
ENTRY BUILDING		GATEHOUSE	DESK: TRADITIONAL	1
ENTRY BUILDING		GATEHOUSE	FILING CABINET: 2 DRAWER	2
ENTRY BUILDING		GATEHOUSE	FIRE EXTINGUISHER	1
ENTRY BUILDING		GATEHOUSE	KEY: CABINET LARGE	1
ENTRY BUILDING		GATEHOUSE	MIRROR: INSPECTION CAR	1
ENTRY BUILDING		GATEHOUSE	MIRROR: INSPECTION WITH LIGHT	1
ENTRY BUILDING		GATEHOUSE	RACKING	1
ENTRY BUILDING		UNALLOCATED	WHEELCHAIR FOR DISABLED VISITORS	?
ENTRY BUILDING		GATEHOUSE	SAFE KEY	1
ENTRY BUILDING		GATEHOUSE	SECURITY EQUIPMENT	1
ENTRY BUILDING		GATEHOUSE	TABLE: OFFICE	1
ENTRY BUILDING		GATEHOUSE	TELEPHONE EXT	2
ENTRY BUILDING		GATEHOUSE	RADIO RE-CHARGE FACILITY	?
ENTRY BUILDING		STAFF ENTRANCE	X-RAY MACHINE	1
ENTRY BUILDING		STAFF ENTRANCE	BOARD: NOTICE	1
ENTRY BUILDING		STAFF ENTRANCE	FIRE EXTINGUISHER	
ENTRY BUILDING		STAFF ENTRANCE	METAL DETECTOR PORTAL	1
ENTRY BUILDING		STAFF ENTRANCE	VIDEO IMAGE/FINGERPRINT EQUIPMENT	?

BUILDING	ROOM NO	ROOM	EQUIPMENT	QTY
ENTRY BUILDING		STAFF MUSTER	BOARD: NOTICE	1
ENTRY BUILDING		STAFF MUSTER	CABINET: GLASS	1
ENTRY BUILDING		STAFF MUSTER	FIRE EXTINGUISHER	
ENTRY BUILDING		FEMALE CHANGING	BENCH: CHANGING SINGLE	1
ENTRY BUILDING		FEMALE CHANGING	HAND DRYER	1
ENTRY BUILDING		FEMALE CHANGING	LAVATORY BRUSH	2
ENTRY BUILDING		FEMALE CHANGING	LOCKER: PERSONAL	
ENTRY BUILDING		FEMALE CHANGING	MIRROR	3
ENTRY BUILDING		FEMALE CHANGING	SANITARY BIN	1
ENTRY BUILDING		FEMALE CHANGING	SOAP DISPENSER	1
ENTRY BUILDING		FEMALE CHANGING	TOILET ROLL HOLDER	2
ENTRY BUILDING		FEMALE CHANGING	WASTE BIN	1
ENTRY BUILDING		HV SWITCHGEAR	FIRE EXTINGUISHER	4
ENTRY BUILDING		MALE CHANGING	BENCH: CHANGING SINGLE	1
ENTRY BUILDING		MALE CHANGING	HAND DRYER	1
ENTRY BUILDING		MALE CHANGING	LAVATORY BRUSH	2
ENTRY BUILDING		MALE CHANGING	LOCKER: PERSONAL	
ENTRY BUILDING		MALE CHANGING	MIRROR	3
ENTRY BUILDING		MALE CHANGING	SANITARY BIN	0
ENTRY BUILDING		MALE CHANGING	SOAP DISPENSER	1
ENTRY BUILDING		MALE CHANGING	TOILET ROLL HOLDER	2
ENTRY BUILDING		MALE CHANGING	WASTE BIN	1

BUILDING	ROOM NO	ROOM	EQUIPMENT	QTY
ENTRY BUILDING		DISABLED WC	HAND DRYER	1
ENTRY BUILDING		DISABLED WC	LAVATORY BRUSH	1
ENTRY BUILDING		DISABLED WC	MIRROR	1
ENTRY BUILDING		DISABLED WC	SANITARY BIN	1
ENTRY BUILDING		DISABLED WC	SOAP DISPENSER	1
ENTRY BUILDING		DISABLED WC	TOILET ROLL HOLDER	1
ENTRY BUILDING		DISABLED WC	WASTE BIN	1
ENTRY BUILDING		LOBBY	BOARD: NOTICE	1
ENTRY BUILDING		LOBBY	FIRE EXTINGUISHER	1
ENTRY BUILDING		LOBBY/VISITORS IN	STAFF BASE/CHAIR/WORKSTATION	1
ENTRY BUILDING		LOBBY/VISITORS IN	ID EQUIP/COMPUTER STATION	6
ENTRY BUILDING		LOBBY/VISITORS IN	METAL DETECTOR PORTAL	6
ENTRY BUILDING		LOBBY/VISITORS IN	BOARD: NOTICE	2
ENTRY BUILDING		LOBBY/VISITORS IN	DRUG DETECTION EQUIPMENT	1
ENTRY BUILDING		LOBBY/VISITORS IN	FIRE EXTINGUISHER	2
ENTRY BUILDING		LOBBY/VISITORS IN	FLUOROSCOPE	1
ENTRY BUILDING		LOBBY/VISITORS IN	MAT: RUBBER	1
ENTRY BUILDING		LOBBY/VISITORS IN	MATS	2
ENTRY BUILDING		LOBBY/VISITORS IN	METAL DETECTOR: HAND HELD	2
ENTRY BUILDING		LOBBY/VISITORS IN	PRIVACY CURTAIN	2
ENTRY BUILDING		LOBBY/VISITORS IN	PROPERTY TRAYS	12
ENTRY BUILDING		LOBBY/VISITORS IN	TABLE	2
ENTRY BUILDING		LOBBY/VISITORS IN	TELEPHONE EXT	1
ENTRY BUILDING		LOBBY/VISITORS IN	X-RAY EQUIPMENT RAPISCAN	1
ENTRY BUILDING		LOBBY/VISITORS IN	VIDEO IMAGING AND FINGERPRINT ID EQUIPMENT	?

BUILDING	ROOM NO	ROOM	EQUIPMENT	QTY
ENTRY BUILDING		TEA STATION	COFFEE MAKER	1
ENTRY BUILDING		TEA STATION	FRIDGE	1
ENTRY BUILDING		TEA STATION	MICROWAVE	1
ENTRY BUILDING		TEA STATION	WALL CUPBOARD	1
ENTRY BUILDING		TEA STATION	KETTLE	1
ENTRY BUILDING		TEA STATION	WORK TOPS/DRAWERS	1
ENTRY BUILDING		LOBBY/OUT	BOARD: NOTICE	1
ENTRY BUILDING		VISITS IN OFFICE	ID EQUIPMENT COMPUTER WORKSTATION	1
ENTRY BUILDING		VISITS IN OFFICE	CHAIR: OFFICE	1
ENTRY BUILDING		VISITS IN OFFICE	FILING CABINET: 2 DRAWER	1
ENTRY BUILDING		VISITS IN OFFICE	TELEPHONE EXT	1
ENTRY BUILDING		VISITS IN OFFICE	WORK TOP	1
ENTRY BUILDING		STAIRS	FIRE EXTINGUISHER	
ENTRY BUILDING		DRUG EVIDENCE/SEARCH	BOARD: NOTICE	1
ENTRY BUILDING		DRUG EVIDENCE/SEARCH	BOARD: WHITE	1
ENTRY BUILDING		DRUG EVIDENCE/SEARCH	CHAIR: OFFICE	1
ENTRY BUILDING		DRUG EVIDENCE/SEARCH	CHAIR: VISITORS	1
ENTRY BUILDING		DRUG EVIDENCE/SEARCH	COAT HOOKS	1
ENTRY BUILDING		DRUG EVIDENCE/SEARCH	DESK: "L" SHAPED	1
ENTRY BUILDING		DRUG EVIDENCE/SEARCH	FILING CABINET: 4 DRAWER	1
ENTRY BUILDING		DRUG EVIDENCE/SEARCH	SAFE	1
ENTRY BUILDING		DRUG EVIDENCE/SEARCH	STEEL CUPBOARD: SECURE	1
ENTRY BUILDING		DRUG EVIDENCE/SEARCH	TELEPHONE EXT	1
ENTRY BUILDING		DRUG EVIDENCE/SEARCH	WASTE BIN	1

BUILDING	ROOM NO	ROOM	EQUIPMENT	QTY
ENTRY BUILDING		DRUG EVIDENCE/SEARCH	WINDOW BLINDS	1
ENTRY BUILDING		DRUG EVIDENCE/SEARCH	WORK TOP	1
ENTRY BUILDING		OFFICE	BOARD: NOTICE	1
ENTRY BUILDING		OFFICE	BOARD: WHITE	1
ENTRY BUILDING		OFFICE	BOOKCASE	0
ENTRY BUILDING		OFFICE	CHAIR: OFFICE	1
ENTRY BUILDING		OFFICE	CHAIR: VISITORS	3
ENTRY BUILDING		OFFICE	COAT HOOKS	1
ENTRY BUILDING		OFFICE	COMPUTER TERMINAL	0
ENTRY BUILDING		OFFICE	DESK: "L" SHAPED	1
ENTRY BUILDING		OFFICE	FILING CABINET: 4 DRAWER	1
ENTRY BUILDING		OFFICE	PRINTER: LASER/STAND	0
ENTRY BUILDING		OFFICE	RACKING	0
ENTRY BUILDING		OFFICE	SAFE	0
ENTRY BUILDING		OFFICE	STEEL CUPBOARD	0
ENTRY BUILDING		OFFICE	TABLE: COFFEE	0
ENTRY BUILDING		OFFICE	TABLE: OFFICE	1
ENTRY BUILDING		OFFICE	TELEPHONE EXT	1
ENTRY BUILDING		OFFICE	WASTE BIN	1
ENTRY BUILDING		OFFICE	WINDOW BLINDS	1
ENTRY BUILDING		OFFICE	BOARD: NOTICE	1
ENTRY BUILDING		OFFICE	BOARD: WHITE	1
ENTRY BUILDING		OFFICE	BOOKCASE	0
ENTRY BUILDING		OFFICE	CHAIR: OFFICE	1
ENTRY BUILDING		OFFICE	CHAIR: VISITORS	3
ENTRY BUILDING		OFFICE	COAT HOOKS	1
ENTRY BUILDING		OFFICE	COMPUTER TERMINAL	0
ENTRY BUILDING		OFFICE	DESK: "L" SHAPED	1
ENTRY BUILDING		OFFICE	FILING CABINET: 4 DRAWER	1
ENTRY BUILDING		OFFICE	PRINTER: LASER/STAND	0



BUILDING	ROOM NO	ROOM	EQUIPMENT	QTY
ENTRY BUILDING		OFFICE	RACKING	0
ENTRY BUILDING		OFFICE	SAFE	0
ENTRY BUILDING		OFFICE	STEEL CUPBOARD	0
ENTRY BUILDING		OFFICE	TABLE: COFFEE	0
ENTRY BUILDING		OFFICE	TABLE: OFFICE	1
ENTRY BUILDING		OFFICE	TELEPHONE EXT	1
ENTRY BUILDING		OFFICE	WASTE BIN	1
ENTRY BUILDING		OFFICE	WINDOW BLINDS	1
ENTRY BUILDING		BATTERY ROOM	FIRE EXTINGUISHER	1
ENTRY BUILDING		BATTERY ROOM	RACKING	4
ENTRY BUILDING		APPARATUS ROOM	FIRE EXTINGUISHER	1
ENTRY BUILDING		COMMAND SUITE	BOARD: MAGNETIC PLOT	1
ENTRY BUILDING		COMMAND SUITE	BOARD: NOTICE	0
ENTRY BUILDING		COMMAND SUITE	BOARD: WHITE	2
ENTRY BUILDING		COMMAND SUITE	BOOKCASE	1
ENTRY BUILDING		COMMAND SUITE	CHAIR: OFFICE	8
ENTRY BUILDING		COMMAND SUITE	COMPUTER TERMINAL	2
ENTRY BUILDING		COMMAND SUITE	COPIER: DRY WHITE BOARD	1
ENTRY BUILDING		COMMAND SUITE	FAN	2
ENTRY BUILDING		COMMAND SUITE	FAX	1
ENTRY BUILDING		COMMAND SUITE	FILING CABINET: 4 DRAWER	1
ENTRY BUILDING		COMMAND SUITE	FLIP CHART	1
ENTRY BUILDING		COMMAND SUITE	PRINTER: LASER/STAND	1
ENTRY BUILDING		COMMAND SUITE	RADIO	1
ENTRY BUILDING		COMMAND SUITE	RECORDER VOICE ACTIVATED	1
ENTRY BUILDING		COMMAND SUITE	STEEL CUPBOARD: SECURE	2

BUILDING	ROOM NO	ROOM	EQUIPMENT	QTY
ENTRY BUILDING		COMMAND SUITE	TABLE: BOARD	1
ENTRY BUILDING		COMMAND SUITE	TELEPHONE DIRECT	3
ENTRY BUILDING		COMMAND SUITE	TELEPHONE EXT	2
ENTRY BUILDING		COMMAND SUITE	TELEPHONE EXT LEAD DRUMS	1
ENTRY BUILDING		COMMAND SUITE	TELEPHONE RED LIGHT HOSTAGE	1
ENTRY BUILDING		COMMAND SUITE	TELEVISION: WALL MOUNTED	1
ENTRY BUILDING		COMMAND SUITE	TROLLEY: COMPUTER TERMINAL	2
ENTRY BUILDING		COMMAND SUITE	TROLLEY: FAX	1
ENTRY BUILDING		COMMAND SUITE	VCR: WALL MOUNTED	1
ENTRY BUILDING		COMMAND SUITE	WATER DISPENSER	1
ENTRY BUILDING		COMMAND SUITE	LOG BOOK	
ENTRY BUILDING		COMMAND SUITE	MESSAGE PADS	
ENTRY BUILDING		COMMAND SUITE	WHITE BOARDS	
ENTRY BUILDING		COMMAND SUITE	FLIP CHARTS	
ENTRY BUILDING		COMMAND SUITE	BIROS - RED AND BLACK, WHITE BOARD MARKERS, FLIP CHART MARKERS, WIPE CLOTHS, FILING TRAYS, PAPER CLIPS, RULES AND BLUE-TACK	
ENTRY BUILDING		COMMAND SUITE	NOTICES FOR RE-DESIGNATED ROOMS	
ENTRY BUILDING		COMMAND SUITE	COMMAND TEAM BADGES	
ENTRY BUILDING		COMMAND SUITE	ESTABLISHMENT CONTINGENCY PLANS AND INCIDENT COMMAND MANUAL	
ENTRY BUILDING		COMMAND SUITE	ESTABLISHMENT PLANS AND DRAWINGS	
ENTRY BUILDING		COMMAND SUITE	PHOTOGRAPHS OF ESTABLISHMENT	
ENTRY BUILDING		COMMAND SUITE	AERIAL PHOTOGRAPHS OF ESTABLISHMENT	
ENTRY BUILDING		COMMAND SUITE	DETAILS OF PERPETRATORS AND HOSTAGES	
ENTRY BUILDING		COMMAND SUITE	PLANS OF AGREED ROOM DESIGNATIONS	
ENTRY BUILDING		COMMAND SUITE	DIRECTORY OF RE-DESIGNATED TELEPHONE EXTENSION NUMBERS	

BUILDING	ROOM NO	ROOM	EQUIPMENT	QTY
ENTRY BUILDING		COMMAND SUITE	CLEARLY MARKED DIRECT TELEPHONE LINE SOCKETS	4
ENTRY BUILDING		COMMAND SUITE	CLEARLY MARKED TELEPHONES (REMAINING SOCKET IS FOR FAX MACHINE TO BE SUPPLIED BY TSG)	3
ENTRY BUILDING		COMMAND SUITE	SPIN SOCKET (A SPIN TERMINAL IDENTIFIED IN ADVANCE SHOULD BE RE-LOCATED TO THE COMMAND ROOM)	
ENTRY BUILDING		COMMAND SUITE	ACCESS ARRANGEMENTS FOR ESTABLISHMENT PHOTOCOPIER	
ENTRY BUILDING		COMMAND SUITE	TEA AND COFFEE MAKING SUPPLIES AND EQUIPMENT	
ENTRY BUILDING		COMMAND SUITE	WEDGE MICROPHONE	
ENTRY BUILDING		COMMUNICATIONS	CENTRAL CONTROL (AS PER SCHEDULE D)	?
ENTRY BUILDING		COMMUNICATIONS	BOARD: NOTICE	1
ENTRY BUILDING		COMMUNICATIONS	BOARD: WHITE	2
ENTRY BUILDING		COMMUNICATIONS	BOOKCASE	1
ENTRY BUILDING		COMMUNICATIONS	CHAIR: HIGH BACKED	5
ENTRY BUILDING		COMMUNICATIONS	FAN	2
ENTRY BUILDING		COMMUNICATIONS	FILING CABINET: 4 DRAWER	1
ENTRY BUILDING		COMMUNICATIONS	STEEL CUPBOARD	1
ENTRY BUILDING		COMMUNICATIONS	TELEPHONE EXT	4
ENTRY BUILDING		COMMUNICATIONS	WASTE BIN	3
ENTRY BUILDING		COMMUNICATIONS	WORK TOP	1
ENTRY BUILDING		COMMUNICATIONS	VISIT VIDEO RE-RECORD SYSTEM	?
ENTRY BUILDING		COMMUNICATIONS	RADIO RE-CHARGE FACILITY	?
ENTRY BUILDING		COMMUNICATIONS	VEHICLE COMMUNICATION SYSTEM (TRACKMAN AND VEMUS)	?

BUILDING	ROOM NO	ROOM	EQUIPMENT	QTY
ENTRY BUILDING		COMMUNICATIONS	MOBILE TELEPHONES	?
ENTRY BUILDING		COMMUNICATIONS	PRISONER CARDPHONE MONITORING SYSTEM/EQUIPMENT	?
ENTRY BUILDING		COMMUNICATIONS	CENTRAL CONTROL PANEL	?
ENTRY BUILDING		COMMUNICATIONS	CCTV	?
ENTRY BUILDING		COMMUNICATIONS	VCR	?
ENTRY BUILDING		TEA ROOM	FRIDGE	1
ENTRY BUILDING		TEA ROOM	MICROWAVE	1
ENTRY BUILDING		TEA ROOM	WALL CUPBOARD	1
ENTRY BUILDING		TEA ROOM	WATER BOILER	1
ENTRY BUILDING		TEA ROOM	WORK TOPS/DRAWERS	1
ENTRY BUILDING		TOILET 2 - MALE AND FEMALE	HAND DRYER	1
ENTRY BUILDING		TOILET 2 - MALE AND FEMALE	LAVATORY BRUSH	1
ENTRY BUILDING		TOILET 2 - MALE AND FEMALE	MIRROR	3
ENTRY BUILDING		TOILET 2 - MALE AND FEMALE	SANITARY BIN	1
ENTRY BUILDING		TOILET 2 - MALE AND FEMALE	SOAP DISPENSER	1
ENTRY BUILDING		TOILET 2 - MALE AND FEMALE	TOILET ROLL HOLDER	1
ENTRY BUILDING		TOILET 2 - MALE AND FEMALE	WASTE BIN	1
ENTRY BUILDING		PABX	FIRE EXTINGUISHER	1
ENTRY BUILDING		PABX	PABX SWITCH	1
ENTRY BUILDING		IT OFFICE	BOARD: NOTICE	1
ENTRY BUILDING		IT OFFICE	BOARD: WHITE	1
ENTRY BUILDING		IT OFFICE	BOOKCASE	2
ENTRY BUILDING		IT OFFICE	CHAIR: OFFICE	1

BUILDING	ROOM NO	ROOM	EQUIPMENT	QTY
ENTRY BUILDING		IT OFFICE	CHAIR: VISITORS	1
ENTRY BUILDING		IT OFFICE	COAT HOOKS	1
ENTRY BUILDING		IT OFFICE	COMPUTER TERMINAL	3
ENTRY BUILDING		IT OFFICE	DESK: "L" SHAPED	1
ENTRY BUILDING		IT OFFICE	FILING CABINET: 4 DRAWER	2
ENTRY BUILDING		IT OFFICE	NETWORK HARDWARE	1
ENTRY BUILDING		IT OFFICE	PRINTER: LASER/STAND	1
ENTRY BUILDING		IT OFFICE	RACKING	1
ENTRY BUILDING		IT OFFICE	SAFE FIREPROOF	1
ENTRY BUILDING		IT OFFICE	STEEL CUPBOARD	1
ENTRY BUILDING		IT OFFICE	TABLE: COFFEE	0
ENTRY BUILDING		IT OFFICE	TABLE: OFFICE	2
ENTRY BUILDING		IT OFFICE	TELEPHONE EXT	1
ENTRY BUILDING		IT OFFICE	WASTE BIN	1
ENTRY BUILDING		IT OFFICE	WINDOW BLINDS	1
ENTRY BUILDING		IT OFFICE	WORK TOP	1
ENTRY BUILDING		BRIEFING ROOM	WHITEBOARD	2
ENTRY BUILDING		BRIEFING ROOM	NOTICE BOARD	1
ENTRY BUILDING		BRIEFING ROOM	COMPUTER/PRINTER	1
ENTRY BUILDING		BRIEFING ROOM	TELEPHONE EXT	1
ENTRY BUILDING		BRIEFING ROOM	CONFERENCE CHAIRS	6
ENTRY BUILDING		BRIEFING ROOM	WINDOW BLINDS	1
ENTRY BUILDING		LOBBY	BOARD: NOTICE	1
ENTRY BUILDING		LOBBY	FIRE EXTINGUISHER	1

BUILDING	ROOM NO	ROOM	EQUIPMENT	QTY
ENTRY BUILDING		SECURITY MANAGER	BOARD: NOTICE	1
ENTRY BUILDING		SECURITY MANAGER	BOARD: WHITE	2
ENTRY BUILDING		SECURITY MANAGER	BOOKCASE	1
ENTRY BUILDING		SECURITY MANAGER	CHAIR: OFFICE	1
ENTRY BUILDING		SECURITY MANAGER	CHAIR: VISITORS	1
ENTRY BUILDING		SECURITY MANAGER	COAT HOOKS	1
ENTRY BUILDING		SECURITY MANAGER	COMPUTER TERMINAL	1
ENTRY BUILDING		SECURITY MANAGER	DESK: "L" SHAPED	1
ENTRY BUILDING		SECURITY MANAGER	FILING CABINET: 4 DRAWER	2
ENTRY BUILDING		SECURITY MANAGER	KEY CABINET	1
ENTRY BUILDING		SECURITY MANAGER	PRINTER: LASER/STAND	0
ENTRY BUILDING		SECURITY MANAGER	RACKING	0
ENTRY BUILDING		SECURITY MANAGER	SAFE FIREPROOF	0
ENTRY BUILDING		SECURITY MANAGER	STEEL CUPBOARD	1
ENTRY BUILDING		SECURITY MANAGER	TABLE: COFFEE	0
ENTRY BUILDING		SECURITY MANAGER	TABLE: OFFICE	0
ENTRY BUILDING		SECURITY MANAGER	TELEPHONE EXT	1
ENTRY BUILDING		SECURITY MANAGER	WASTE BIN	1
ENTRY BUILDING		SECURITY MANAGER	WINDOW BLINDS	1
ENTRY BUILDING		SECURITY MANAGER	PATROL VERIFICATION SYSTEM	?
ENTRY BUILDING		LOBBY	BOARD: NOTICE	1
ENTRY BUILDING		LOBBY	FIRE EXTINGUISHER	1
ENTRY BUILDING		HEAD OF OPERATIONS	BOARD: NOTICE	1
ENTRY BUILDING		HEAD OF OPERATIONS	BOARD: WHITE	2
ENTRY BUILDING		HEAD OF OPERATIONS	BOOKCASE	1
ENTRY BUILDING		HEAD OF OPERATIONS	CHAIR: OFFICE	1

BUILDING	ROOM NO	ROOM	EQUIPMENT	QTY
ENTRY BUILDING		HEAD OF OPERATIONS	CHAIR: VISITORS	2
ENTRY BUILDING		HEAD OF OPERATIONS	CLOSETING CHAINS, INCLUDING CUFFS AND KEYS	6
ENTRY BUILDING		HEAD OF OPERATIONS	COAT HOOKS	1
ENTRY BUILDING		HEAD OF OPERATIONS	COMPUTER TERMINAL	1
ENTRY BUILDING		HEAD OF OPERATIONS	DESK: TRADITIONAL	1
ENTRY BUILDING		HEAD OF OPERATIONS	ESCORT BAGS	6
ENTRY BUILDING		HEAD OF OPERATIONS	FILING CABINET: 4 DRAWER	4
ENTRY BUILDING		HEAD OF OPERATIONS	BODY BELT	?
ENTRY BUILDING		HEAD OF OPERATIONS	HANDCUFF ARREST AND KEYS	50
ENTRY BUILDING		HEAD OF OPERATIONS	HANDCUFF ESCORT AND KEYS	25
ENTRY BUILDING		HEAD OF OPERATIONS	HANDCUFF INSERTS LARGE	6
ENTRY BUILDING		HEAD OF OPERATIONS	HANDCUFF INSERTS MEDIUM	6
ENTRY BUILDING		HEAD OF OPERATIONS	HANDCUFF INSERTS SMALL	6
ENTRY BUILDING		HEAD OF OPERATIONS	HANDCUFF POUCHES	10
ENTRY BUILDING		HEAD OF OPERATIONS	KEY CABINET	1
ENTRY BUILDING		HEAD OF OPERATIONS	PRINTER: LASER/STAND	1
ENTRY BUILDING		HEAD OF OPERATIONS	RACKING	0
ENTRY BUILDING		HEAD OF OPERATIONS	SAFE	1
ENTRY BUILDING		HEAD OF OPERATIONS	STEEL CUPBOARD	1
ENTRY BUILDING		HEAD OF OPERATIONS	STEEL CUPBOARD: SECURE	1
ENTRY BUILDING		HEAD OF OPERATIONS	TABLE: COFFEE	0
ENTRY BUILDING		HEAD OF OPERATIONS	TABLE: OFFICE	1
ENTRY BUILDING		HEAD OF OPERATIONS	TELEPHONE EXT	2
ENTRY BUILDING		HEAD OF OPERATIONS	WASTE BIN	1
ENTRY BUILDING		HEAD OF OPERATIONS	WINDOW BLINDS	1
ENTRY BUILDING		HEAD OF OPERATIONS	VIDEO CAMERAS (FOR C&R REMOVALS)	?
ENTRY BUILDING		HEAD OF OPERATIONS	VCR	?
ENTRY BUILDING		HEAD OF OPERATIONS	TV	?

BUILDING	ROOM NO	ROOM	EQUIPMENT	QTY
ENTRY BUILDING		C&R EQUIPMENT ROOM	AIR SUPPLY BOTTLES: 15 MIN	7
ENTRY BUILDING		C&R EQUIPMENT ROOM	BATONS P24	60
ENTRY BUILDING		C&R EQUIPMENT ROOM	BOLT CROPPERS	2
ENTRY BUILDING		C&R EQUIPMENT ROOM	C&R BOOTS	60
ENTRY BUILDING		C&R EQUIPMENT ROOM	CAMCORDER	3
ENTRY BUILDING		C&R EQUIPMENT ROOM	CAMCORDER WITH NIGHT LIGHTS	4
ENTRY BUILDING		C&R EQUIPMENT ROOM	DOOR JACK	1
ENTRY BUILDING		C&R EQUIPMENT ROOM	DRAGON LIGHTS	7
ENTRY BUILDING		C&R EQUIPMENT ROOM	EMERGENCY FLOODLIGHTING	6
ENTRY BUILDING		C&R EQUIPMENT ROOM	FIBRESCOPE TV LENS	1
ENTRY BUILDING		C&R EQUIPMENT ROOM	GLOVES: RIOT	60
ENTRY BUILDING		C&R EQUIPMENT ROOM	HANDCUFF PLASTIC	1000
ENTRY BUILDING		C&R EQUIPMENT ROOM	HELMET: COMMANDER	5
ENTRY BUILDING		C&R EQUIPMENT ROOM	HELMET: RIOT	60
ENTRY BUILDING		C&R EQUIPMENT ROOM	HOSES: FIRE 4 INS x 30 METRES	8
ENTRY BUILDING		C&R EQUIPMENT ROOM	HYDRANT: DOUBLE HEADED	1
ENTRY BUILDING		C&R EQUIPMENT ROOM	HYDRANT: KEY AND BOX	1
ENTRY BUILDING		C&R EQUIPMENT ROOM	KIT BAGS	60
ENTRY BUILDING		C&R EQUIPMENT ROOM	LEATHER BELT	60
ENTRY BUILDING		C&R EQUIPMENT ROOM	LOUDHAILERS	2
ENTRY BUILDING		C&R EQUIPMENT ROOM	MINIMA TORCH	60
ENTRY BUILDING		C&R EQUIPMENT ROOM	MOBILE PRIVACY SCREENS	2
ENTRY BUILDING		C&R EQUIPMENT ROOM	NIGHT SIGHTS	2
ENTRY BUILDING		C&R EQUIPMENT ROOM	NOZZLES: SPRAY JET	2
ENTRY BUILDING		C&R EQUIPMENT ROOM	OVERALLS FIRE RESISTANT	60
ENTRY BUILDING		C&R EQUIPMENT ROOM	RACKING	8
ENTRY BUILDING		C&R EQUIPMENT ROOM	SCOTAIR PACK	6
ENTRY BUILDING		C&R EQUIPMENT ROOM	SHIELDS: RIOT LONG	42
ENTRY BUILDING		C&R EQUIPMENT ROOM	SHIELDS: RIOT SHORT	18
ENTRY BUILDING		C&R EQUIPMENT ROOM	SHIN/CHEST/BACK PROTECTION AND BOX	60
ENTRY BUILDING		C&R EQUIPMENT ROOM	SLEDGEHAMMERS	2
ENTRY BUILDING		C&R EQUIPMENT ROOM	STEEL CUPBOARD: SECURE	2



BUILDING	ROOM NO	ROOM	EQUIPMENT	QTY
ENTRY BUILDING		C&R EQUIPMENT ROOM	TELEPHONE EXT LEADS	2
ENTRY BUILDING		C&R EQUIPMENT ROOM	TROLLEY: HYDRANT	1
ENTRY BUILDING		C&R EQUIPMENT ROOM	TROLLEY: JACK	1
ENTRY BUILDING		C&R EQUIPMENT ROOM	WIRE MIKE SETS AND AMPLIFIERS	3
ENTRY BUILDING		C&R EQUIPMENT ROOM	COVERT LINK TAKE-OFF POINTS	?
ENTRY BUILDING		C&R EQUIPMENT ROOM	COVERT LINK EQUIPMENT (LEADS-CAMERAS-MICROPHONES)	?
ENTRY BUILDING		C&R EQUIPMENT ROOM	DRAGON LIGHTS	
ENTRY BUILDING		C&R EQUIPMENT ROOM	ROPE, BARRIER TAPE AND SCREENING IN SUFFICIENT QUANTITY TO ALLOW CORDONING OF LARGE INCIDENT	
ENTRY BUILDING		C&R EQUIPMENT ROOM	HARD HATS	
ENTRY BUILDING		C&R EQUIPMENT ROOM	BOILER SUITS AND GYM SHOES SELECTION	
ENTRY BUILDING		C&R EQUIPMENT ROOM	TWO CORE BELL WIRED DON TEN 1KM CABLE	
ENTRY BUILDING		C&R EQUIPMENT ROOM	EVIDENCE BAGS AND SEALS	
ENTRY BUILDING		LOBBY	BOARD: NOTICE	
ENTRY BUILDING		LOBBY	FIRE EXTINGUISHER	

**THESE ITEMS WILL BE INCLUDED IN EACH HOUSEBLOCK CELL:**

CELL	MATTRESS AND COVER	1
CELL	PILLOW	1
CELL	DUVET	1
CELL	DUVET COVER	1
CELL	BED SHEET	1
CELL	PILLOW CASE	1
CELL	BIN	1
CELL	TOILET BRUSH	1

BUILDING	ROOM NO	ROOM	EQUIPMENT	QTY
		CELL	TOILET BRUSH HOLDER	1
		CELL	DUSTPAN AND BRUSH	1
		CELL	KNIFE	1
		CELL	FORK	1
		CELL	SPOON	1
		CELL	PLATE	1
<b>HOUSEBLOCK 1&amp;2</b>				
D&H WINGS F0		LOBBY	BOARD: NOTICE	2
D&H WINGS F0		LOBBY	FIRE EXTINGUISHER	2
D&H WINGS F0		LOBBY/WALKWAY	BOARD: NOTICE	2
D&H WINGS F0		LOBBY/WALKWAY	FIRE EXTINGUISHER	2
D&H WINGS F0		UNIT MANAGER'S OFFICE	BOARD: NOTICE	2
D&H WINGS F0		UNIT MANAGER'S OFFICE	BOARD: WHITE	2
D&H WINGS F0		UNIT MANAGER'S OFFICE	BOOKCASE	2
D&H WINGS F0		UNIT MANAGER'S OFFICE	CHAIR: OFFICE	2
D&H WINGS F0		UNIT MANAGER'S OFFICE	CHAIR: VISITORS	8
D&H WINGS F0		UNIT MANAGER'S OFFICE	COAT HOOKS	2
D&H WINGS F0		UNIT MANAGER'S OFFICE	DESK: TRADITIONAL	2
D&H WINGS F0		UNIT MANAGER'S OFFICE	FILING CABINET: 4 DRAWER	8
D&H WINGS F0		UNIT MANAGER'S OFFICE	TELEPHONE EXT	2
D&H WINGS F0		UNIT MANAGER'S OFFICE	TELEVISION SWITCH	16
D&H WINGS F0		UNIT MANAGER'S OFFICE	TELEVISION: WALL MOUNTED	2
D&H WINGS F0		UNIT MANAGER'S OFFICE	VCR: WALL MOUNTED	2
D&H WINGS F0		UNIT MANAGER'S OFFICE	WASTE BIN	2

BUILDING	ROOM NO	ROOM	EQUIPMENT	QTY
D&H WINGS F0		SERVERY	BAIN MARIE	2
D&H WINGS F0		SERVERY	SHADOW BOARD	2
D&H WINGS F0		SERVERY	DISHWASHER: FAST CYCLE THRU-LINE	2
D&H WINGS F0		SERVERY	UTENSILS: KITCHEN	2
D&H WINGS F0		SERVERY	WASTE DISPOSAL AND SINK	2
D&H WINGS F0		CELL: SINGLE	INMATE: ASHTRAY	29
D&H WINGS F0		CELL: SINGLE	INMATE: BED	29
D&H WINGS F0		CELL: SINGLE	INMATE: CABINET	29
D&H WINGS F0		CELL: SINGLE	INMATE: CHAIR	29
D&H WINGS F0		CELL: SINGLE	INMATE: MIRROR NON-GLASS	29
D&H WINGS F0		CELL: SINGLE	INMATE: NOTICE BOARD	29
D&H WINGS F0		CELL: SINGLE	INMATE: SHELF	29
D&H WINGS F0		CELL: SINGLE	INMATE: TOILET ROLL HOLDER	29
D&H WINGS F0		CELL: SINGLE	INMATE: WASTE BIN	29
D&H WINGS F0		CELL: SINGLE	INMATE: PROPERTY BOX	?
D&H WINGS F0		C&R LOBBY AND STAIRS	FIRE EXTINGUISHER	2
D&H WINGS F0		OPEN ASSOCIATION AREA	INMATE: CHAIR	24
D&H WINGS F0		OPEN ASSOCIATION AREA	INMATE: DINING UNIT	32
D&H WINGS F0		OPEN ASSOCIATION AREA	INMATE: TELEPHONE	6
D&H WINGS F0		OPEN ASSOCIATION AREA	POOL TABLE	2
D&H WINGS F0		OPEN ASSOCIATION AREA	TABLE TENNIS TABLE AND EQUIPMENT	2
D&H WINGS F0		OPEN ASSOCIATION AREA	TELEVISION: WALL MOUNTED	2
D&H WINGS F0		CELL: SINGLE	INMATE: ASHTRAY	32
D&H WINGS F0		CELL: SINGLE	INMATE: BED	32

BUILDING	ROOM NO	ROOM	EQUIPMENT	QTY
D&H WINGS F0		CELL: SINGLE	INMATE: CABINET	32
D&H WINGS F0		CELL: SINGLE	INMATE: CHAIR	32
D&H WINGS F0		CELL: SINGLE		32
D&H WINGS F0		CELL: SINGLE	INMATE: NOTICE BOARD	32
D&H WINGS F0		CELL: SINGLE	INMATE: SHELF	32
D&H WINGS F0		CELL: SINGLE	INMATE: TOILET ROLL HOLDER	32
D&H WINGS F0		CELL: SINGLE	INMATE: WASTE BIN	32
D&H WINGS F0		CELL: SINGLE	INMATE: PROPERTY BOX	?
D&H WINGS F0		LOBBY	BOARD: NOTICE	2
D&H WINGS F0		SHOWERS	HOOKS	8
D&H WINGS F0		LAUNDRY	DRYER: MAYTAG (MWG730 MIN) GAS	2
D&H WINGS F0		LAUNDRY	IRON	4
D&H WINGS F0		LAUNDRY	IRONING BOARD	4
D&H WINGS F0		LAUNDRY	RACKING	2
D&H WINGS F0		LAUNDRY	WASHING MACHINE: IPSO 650 P3N	2
CENTRAL CONTROL		CENTRAL CONTROL	CHAIR: OFFICE	2
CENTRAL CONTROL		CENTRAL CONTROL	COMPUTER TERMINAL	2
CENTRAL CONTROL		CENTRAL CONTROL	FILING CABINET: 2 DRAWER	16
CENTRAL CONTROL		CENTRAL CONTROL	KEY CABINET	8
CENTRAL CONTROL		CENTRAL CONTROL	METAL DETECTOR	4
CENTRAL CONTROL		CENTRAL CONTROL	TELEPHONE EXT	2
CENTRAL CONTROL		CENTRAL CONTROL	CENTRAL CONTROL PANEL	?
CENTRAL CONTROL		CENTRAL CONTROL	TV	?

BUILDING	ROOM NO	ROOM	EQUIPMENT	QTY
CENTRAL CONTROL		CENTRAL CONTROL	CCTV	?
CENTRAL CONTROL		CENTRAL CONTROL	VCR	?
A&E WINGS F0		STORAGE	RACKING	2
A&E WINGS F0		SERVERY	BAIN MARIE	2
A&E WINGS F0		SERVERY	SHADOW BOARD	2
A&E WINGS F0		SERVERY	DISHWASHER: HOBART X30B-11	2
A&E WINGS F0		SERVERY	UTENSILS: KITCHEN	2
A&E WINGS F0		SERVERY	WASTE DISPOSAL AND SINK	2
A&E WINGS F0		CELL: SINGLE	INMATE: ASHTRAY	30
A&E WINGS F0		CELL: SINGLE	INMATE: BED	30
A&E WINGS F0		CELL: SINGLE	INMATE: CABINET	30
A&E WINGS F0		CELL: SINGLE	INMATE: CHAIR	30
A&E WINGS F0		CELL: SINGLE	INMATE: MIRROR NON-GLASS	30
A&E WINGS F0		CELL: SINGLE	INMATE: NOTICE BOARD	30
A&E WINGS F0		CELL: SINGLE	INMATE: SHELF	30
A&E WINGS F0		CELL: SINGLE	INMATE: TOILET ROLL HOLDER	30
A&E WINGS F0		CELL: SINGLE	INMATE: WASTE BIN	30
A&E WINGS F0		CELL: SINGLE	INMATE: PROPERTY BOX	?
A&E WINGS F0		C&R LOBBY AND STAIRS	FIRE EXTINGUISHER	2
A&E WINGS F0		OPEN ASSOCIATION AREA	INMATE: CHAIR	24
A&E WINGS F0		OPEN ASSOCIATION AREA	INMATE: DINING UNIT	32
A&E WINGS F0		OPEN ASSOCIATION AREA	INMATE: TELEPHONE	6

BUILDING	ROOM NO	ROOM	EQUIPMENT	QTY
A&E WINGS F0		OPEN ASSOCIATION AREA	POOL TABLE	2
A&E WINGS F0		OPEN ASSOCIATION AREA	TABLE TENNIS TABLE AND EQUIPMENT	2
A&E WINGS F0		OPEN ASSOCIATION AREA	TELEVISION: WALL MOUNTED	2
A&E WINGS F0		CELL: SINGLE	INMATE: ASHTRAY	28
A&E WINGS F0		CELL: SINGLE	INMATE: BED	28
A&E WINGS F0		CELL: SINGLE	INMATE: CABINET	28
A&E WINGS F0		CELL: SINGLE	INMATE: CHAIR	28
A&E WINGS F0		CELL: SINGLE	INMATE: MIRROR NON-GLASS	28
A&E WINGS F0		CELL: SINGLE	INMATE: NOTICE BOARD	28
A&E WINGS F0		CELL: SINGLE	INMATE: SHELF	28
A&E WINGS F0		CELL: SINGLE	INMATE: TOILET ROLL HOLDER	28
A&E WINGS F0		CELL: SINGLE	INMATE: WASTE BIN	28
A&E WINGS F0		CELL: SINGLE	INMATE: PROPERTY BOX	?
A&E WINGS F0		LAUNDRY	DRYER: MAYTAG (MWG730 MIN) GAS	2
A&E WINGS F0		LAUNDRY	IRON	4
A&E WINGS F0		LAUNDRY	IRONING BOARD	4
A&E WINGS F0		LAUNDRY	RACKING	2
A&E WINGS F0		LAUNDRY	WASHING MACHINE: IPSO 650 P3N	2
A&E WINGS F0		SHOWERS	HOOKS	8
A&E WINGS F0		LOBBY	BOARD: NOTICE	2
A&E WINGS F0		LOBBY/WC	BOARD: NOTICE	2
A&E WINGS F0		LOBBY/WC	FIRE EXTINGUISHER	2

BUILDING	ROOM NO	ROOM	EQUIPMENT	QTY
A&E WINGS F0		LOBBY/WC	HAND DRYER	2
A&E WINGS F0		LOBBY/WC	LAVATORY BRUSH	2
A&E WINGS F0		LOBBY/WC	MIRROR	2
A&E WINGS F0		LOBBY/WC	SANITARY BIN	2
A&E WINGS F0		LOBBY/WC	SOAP DISPENSER	2
A&E WINGS F0		LOBBY/WC	TOILET ROLL HOLDER	2
A&E WINGS F0		LOBBY/WC	WASTE BIN	2
B&F WINGS F0		LINEN STORE	RACKING	2
B&F WINGS F0		SERVERY	BAIN MARIE	2
B&F WINGS F0		SERVERY	SHADOW BOARD	2
B&F WINGS F0		SERVERY	DISHWASHER: HOBART FX30B-11	2
B&F WINGS F0		SERVERY	UTENSILS: KITCHEN	2
B&F WINGS F0		SERVERY	WASTE DISPOSAL AND SINK	2
B&F WINGS F0		CELL: SINGLE	INMATE: ASHTRAY	30
B&F WINGS F0		CELL: SINGLE	INMATE: BED	30
B&F WINGS F0		CELL: SINGLE	INMATE: CABINET	30
B&F WINGS F0		CELL: SINGLE	INMATE: CHAIR	30
B&F WINGS F0		CELL: SINGLE	INMATE: MIRROR NON-GLASS	30
B&F WINGS F0		CELL: SINGLE	INMATE: NOTICE BOARD	30
B&F WINGS F0		CELL: SINGLE	INMATE: SHELF	30
B&F WINGS F0		CELL: SINGLE	INMATE: TOILET ROLL HOLDER	30
B&F WINGS F0		CELL: SINGLE	INMATE: WASTE BIN	30
B&F WINGS F0		CELL: SINGLE	INMATE: PROPERTY BOX	?

BUILDING	ROOM NO	ROOM	EQUIPMENT	QTY
B&F WINGS F0		C&R LOBBY AND STAIRS	FIRE EXTINGUISHER	2
B&F WINGS F0		OPEN ASSOCIATION AREA	INMATE: CHAIR	24
B&F WINGS F0		OPEN ASSOCIATION AREA	INMATE: DINING UNIT	32
B&F WINGS F0		OPEN ASSOCIATION AREA	INMATE: TELEPHONE	6
B&F WINGS F0		OPEN ASSOCIATION AREA	POOL TABLE	2
B&F WINGS F0		OPEN ASSOCIATION AREA	TABLE TENNIS TABLE AND EQUIPMENT	2
B&F WINGS F0		OPEN ASSOCIATION AREA	TELEVISION: WALL MOUNTED	2
B&F WINGS F0		CELL: SINGLE	INMATE: ASHTRAY	32
B&F WINGS F0		CELL: SINGLE	INMATE: BED	32
B&F WINGS F0		CELL: SINGLE	INMATE: CABINET	32
B&F WINGS F0		CELL: SINGLE	INMATE: CHAIR	32
B&F WINGS F0		CELL: SINGLE	INMATE: MIRROR NON-GLASS	32
B&F WINGS F0		CELL: SINGLE	INMATE: NOTICE BOARD	32
B&F WINGS F0		CELL: SINGLE	INMATE: SHELF	32
B&F WINGS F0		CELL: SINGLE	INMATE: TOILET ROLL HOLDER	32
B&F WINGS F0		CELL: SINGLE	INMATE: WASTE BIN	32
B&F WINGS F0		CELL: SINGLE	INMATE: PROPERTY BOX	?
B&F WINGS F0		LOBBY	BOARD: NOTICE	2
B&F WINGS F0		SHOWERS	HOOKS	8
B&F WINGS F0		LAUNDRY	DRYER: MAYTAG (MWG730 MIN) GAS	2
B&F WINGS F0		LAUNDRY	IRON	4
B&F WINGS F0		LAUNDRY	IRONING BOARD	4



BUILDING	ROOM NO	ROOM	EQUIPMENT	QTY
B&F WINGS F0		LAUNDRY	RACKING	2
B&F WINGS F0		LAUNDRY	WASHING MACHINE: IPSO 650 P3N	2
C&G WINGS F0		LOBBY	BOARD: NOTICE	2
C&G WINGS F0		SHOP	BAR CODE READER	2
C&G WINGS F0		SHOP	COMPUTER TERMINAL	2
C&G WINGS F0		SHOP	RACKING	2
C&G WINGS F0		SHOP	WORK TOP	2
C&G WINGS F0		SERVERY	BAIN MARIE	2
C&G WINGS F0		SERVERY	SHADOW BOARD	2
C&G WINGS F0		SERVERY	DISHWASHER: HOBART FX30B-11	2
C&G WINGS F0		SERVERY	UTENSILS: KITCHEN	2
C&G WINGS F0		SERVERY	WASTE DISPOSAL AND SINK	2
C&G WINGS F0		LOBBY	BOARD: NOTICE	2
C&G WINGS F0		CELL: SINGLE	INMATE: ASHTRAY	28
C&G WINGS F0		CELL: SINGLE	INMATE: BED	28
C&G WINGS F0		CELL: SINGLE	INMATE: CABINET	28
C&G WINGS F0		CELL: SINGLE	INMATE: CHAIR	28
C&G WINGS F0		CELL: SINGLE	INMATE: MIRROR NON-GLASS	28
C&G WINGS F0		CELL: SINGLE	INMATE: NOTICE BOARD	28
C&G WINGS F0		CELL: SINGLE	INMATE: SHELF	28
C&G WINGS F0		CELL: SINGLE	INMATE: TOILET ROLL HOLDER	28

BUILDING	ROOM NO	ROOM	EQUIPMENT	QTY
C&G WINGS F0		CELL: SINGLE	INMATE: WASTE BIN	28
C&G WINGS F0		CELL: SINGLE	INMATE: PROPERTY BOX	?
C&G WINGS F0		C&R LOBBY AND STAIRS	FIRE EXTINGUISHER	2
C&G WINGS F0		OPEN ASSOCIATION AREA	INMATE: CHAIR	24
C&G WINGS F0		OPEN ASSOCIATION AREA	INMATE: DINING UNIT	32
C&G WINGS F0		OPEN ASSOCIATION AREA	INMATE: TELEPHONE	6
C&G WINGS F0		OPEN ASSOCIATION AREA	POOL TABLE	2
C&G WINGS F0		OPEN ASSOCIATION AREA	TABLE TENNIS TABLE AND EQUIPMENT	2
C&G WINGS F0		OPEN ASSOCIATION AREA	TELEVISION: WALL MOUNTED	2
C&G WINGS F0		CELL: SINGLE	INMATE: ASHTRAY	30
C&G WINGS F0		CELL: SINGLE	INMATE: BED	30
C&G WINGS F0		CELL: SINGLE	INMATE: CABINET	30
C&G WINGS F0		CELL: SINGLE	INMATE: CHAIR	30
C&G WINGS F0		CELL: SINGLE	INMATE: MIRROR NON-GLASS	30
C&G WINGS F0		CELL: SINGLE	INMATE: NOTICE BOARD	30
C&G WINGS F0		CELL: SINGLE	INMATE: SHELF	30
C&G WINGS F0		CELL: SINGLE	INMATE: TOILET ROLL HOLDER	30
C&G WINGS F0		CELL: SINGLE	INMATE: WASTE BIN	30
C&G WINGS F0		CELL: SINGLE	INMATE: PROPERTY BOX	?
C&G WINGS F0		SHOWERS	HOOKS	8

BUILDING	ROOM NO	ROOM	EQUIPMENT	QTY
C&G WINGS F0		LAUNDRY	DRYER: MAYTAG (MWG730 MIN) GAS	2
C&G WINGS F0		LAUNDRY	IRON	4
C&G WINGS F0		LAUNDRY	IRONING BOARD	4
C&G WINGS F0		LAUNDRY	RACKING	2
C&G WINGS F0		LAUNDRY	WASHING MACHINE: IPSO 650 P3N	2
B&F WINGS F1		STAIRS	FIRE EXTINGUISHER	2
B&F WINGS F1		INTERVIEW OFFICE	BOARD: NOTICE	2
B&F WINGS F1		INTERVIEW OFFICE	CHAIR: OFFICE	2
B&F WINGS F1		INTERVIEW OFFICE	DESK: TRADITIONAL	2
B&F WINGS F1		INTERVIEW OFFICE	FILING CABINET: 4 DRAWER	4
B&F WINGS F1		INTERVIEW OFFICE	INMATE: CHAIR	2
B&F WINGS F1		INTERVIEW OFFICE	WASTE BIN	2
B&F WINGS F1		CLEANER'S CUPBOARD	RACKING	2
B&F WINGS F1		CLOSED ASSOCIATION AREA	INMATE: CHAIR	64
B&F WINGS F1		CLOSED ASSOCIATION AREA	TELEVISION: WALL MOUNTED	2
B&F WINGS F1		CLOSED ASSOCIATION AREA	VCR: WALL MOUNTED	2
B&F WINGS F1		HOT WATER GENERATOR	FIRE EXTINGUISHER	2
B&F WINGS F1		CELL: DOUBLE	INMATE: ASHTRAY	4
B&F WINGS F1		CELL: DOUBLE	INMATE: BED	4
B&F WINGS F1		CELL: DOUBLE	INMATE: CABINET	4

BUILDING	ROOM NO	ROOM	EQUIPMENT	QTY
B&F WINGS F1		CELL: DOUBLE	INMATE: CHAIR	4
B&F WINGS F1		CELL: DOUBLE	INMATE: MIRROR NON-GLASS	2
B&F WINGS F1		CELL: DOUBLE	INMATE: NOTICE BOARD	4
B&F WINGS F1		CELL: DOUBLE	INMATE: SHELF	4
B&F WINGS F1		CELL: DOUBLE	INMATE: TOILET ROLL HOLDER	2
B&F WINGS F1		CELL: DOUBLE	INMATE: WASTE BIN	4
B&F WINGS F1		CELL: DOUBLE	INMATE: PROPERTY BOX	?
B&F WINGS F1		CELL: SINGLE	INMATE: ASHTRAY	30
B&F WINGS F1		CELL: SINGLE	INMATE: BED	30
B&F WINGS F1		CELL: SINGLE	INMATE: CABINET	30
B&F WINGS F1		CELL: SINGLE	INMATE: CHAIR	30
B&F WINGS F1		CELL: SINGLE	INMATE: MIRROR NON-GLASS	30
B&F WINGS F1		CELL: SINGLE	INMATE: NOTICE BOARD	30
B&F WINGS F1		CELL: SINGLE	INMATE: SHELF	30
B&F WINGS F1		CELL: SINGLE	INMATE: TOILET ROLL HOLDER	30
B&F WINGS F1		CELL: SINGLE	INMATE: WASTE BIN	30
B&F WINGS F1		CELL: SINGLE	INMATE: PROPERTY BOX	?
B&F WINGS F1		C&R STAIR	FIRE EXTINGUISHER	2
B&F WINGS F1		LANDING	BOARD: NOTICE	2
B&F WINGS F1		CELL: SINGLE	INMATE: ASHTRAY	34
B&F WINGS F1		CELL: SINGLE	INMATE: BED	34
B&F WINGS F1		CELL: SINGLE	INMATE: CABINET	34
B&F WINGS F1		CELL: SINGLE	INMATE: CHAIR	34
B&F WINGS F1		CELL: SINGLE	INMATE: MIRROR NON-GLASS	34

BUILDING	ROOM NO	ROOM	EQUIPMENT	QTY
B&F WINGS F1		CELL: SINGLE	INMATE: NOTICE BOARD	34
B&F WINGS F1		CELL: SINGLE	INMATE: SHELF	34
B&F WINGS F1		CELL: SINGLE	INMATE: TOILET ROLL HOLDER	34
B&F WINGS F1		CELL: SINGLE	INMATE: WASTE BIN	34
B&F WINGS F1		CELL: SINGLE	INMATE: PROPERTY BOX	?
B&F WINGS F1		SHOWERS	HOOKS	8
B&F WINGS F1		PROBATION OFFICE	BOARD: NOTICE	2
B&F WINGS F1		PROBATION OFFICE	CHAIR: OFFICE	2
B&F WINGS F1		PROBATION OFFICE	DESK: TRADITIONAL	2
B&F WINGS F1		PROBATION OFFICE	FILING CABINET: 4 DRAWER	4
B&F WINGS F1		PROBATION OFFICE	INMATE: CHAIR	2
B&F WINGS F1		PROBATION OFFICE	WASTE BIN	2
B&F WINGS F1		CLEANER'S CUPBOARD	RACKING	2
C&G WINGS F1		CLOSED ASSOCIATION AREA	INMATE: CHAIR	64
C&G WINGS F1		CLOSED ASSOCIATION AREA	TELEVISION: WALL MOUNTED	2
C&G WINGS F1		CLOSED ASSOCIATION AREA	VCR: WALL MOUNTED	2
C&G WINGS F1		CELL: DOUBLE	INMATE: ASHTRAY	4
C&G WINGS F1		CELL: DOUBLE	INMATE: BED	4
C&G WINGS F1		CELL: DOUBLE	INMATE: CABINET	4
C&G WINGS F1		CELL: DOUBLE	INMATE: CHAIR	4
C&G WINGS F1		CELL: DOUBLE	INMATE: MIRROR NON-GLASS	2
C&G WINGS F1		CELL: DOUBLE	INMATE: NOTICE BOARD	4

BUILDING	ROOM NO	ROOM	EQUIPMENT	QTY
C&G WINGS F1		CELL: DOUBLE	INMATE: SHELF	4
C&G WINGS F1		CELL: DOUBLE	INMATE: TOILET ROLL HOLDER	2
C&G WINGS F1		CELL: DOUBLE	INMATE: WASTE BIN	4
C&G WINGS F1		CELL: DOUBLE	INMATE: PROPERTY BOX	?
C&G WINGS F1		CELL: SINGLE	INMATE: ASHTRAY	32
C&G WINGS F1		CELL: SINGLE	INMATE: BED	32
C&G WINGS F1		CELL: SINGLE	INMATE: CABINET	32
C&G WINGS F1		CELL: SINGLE	INMATE: CHAIR	32
C&G WINGS F1		CELL: SINGLE	INMATE: MIRROR NON-GLASS	32
C&G WINGS F1		CELL: SINGLE	INMATE: NOTICE BOARD	32
C&G WINGS F1		CELL: SINGLE	INMATE: SHELF	32
C&G WINGS F1		CELL: SINGLE	INMATE: TOILET ROLL HOLDER	32
C&G WINGS F1		CELL: SINGLE	INMATE: WASTE BIN	32
C&G WINGS F1		CELL: SINGLE	INMATE: PROPERTY BOX	?
C&G WINGS F1		C&R STAIR	FIRE EXTINGUISHER	2
C&G WINGS F1		LANDING	BOARD: NOTICE	2
C&G WINGS F1		CELL: SINGLE	INMATE: ASHTRAY	34
C&G WINGS F1		CELL: SINGLE	INMATE: BED	34
C&G WINGS F1		CELL: SINGLE	INMATE: CABINET	34
C&G WINGS F1		CELL: SINGLE	INMATE: CHAIR	34
C&G WINGS F1		CELL: SINGLE	INMATE: MIRROR NON-GLASS	34
C&G WINGS F1		CELL: SINGLE	INMATE: NOTICE BOARD	34
C&G WINGS F1		CELL: SINGLE	INMATE: SHELF	34
C&G WINGS F1		CELL: SINGLE	INMATE: TOILET ROLL HOLDER	34

BUILDING	ROOM NO	ROOM	EQUIPMENT	QTY
C&G WINGS F1		CELL: SINGLE	INMATE: WASTE BIN	34
C&G WINGS F1		CELL: SINGLE	INMATE: PROPERTY BOX	?
C&G WINGS F1		SHOWERS	HOOKS	8
C&G WINGS F1		INTERVIEW OFFICE	BOARD: NOTICE	2
C&G WINGS F1		INTERVIEW OFFICE	CHAIR: OFFICE	2
C&G WINGS F1		INTERVIEW OFFICE	DESK: TRADITIONAL	2
C&G WINGS F1		INTERVIEW OFFICE	FILING CABINET: 4 DRAWER	4
C&G WINGS F1		INTERVIEW OFFICE	INMATE: CHAIR	2
C&G WINGS F1		INTERVIEW OFFICE	WASTE BIN	2
C&G WINGS F1		CLEANER'S CUPBOARD	RACKING	2
D&H WINGS F1		CLOSED ASSOCIATION AREA	INMATE: CHAIR	64
D&H WINGS F1		CLOSED ASSOCIATION AREA	TELEVISION: WALL MOUNTED	2
D&H WINGS F1		CLOSED ASSOCIATION AREA	VCR: WALL MOUNTED	2
D&H WINGS F1		HOT WATER GENERATOR	FIRE EXTINGUISHER	2
D&H WINGS F1		CELL: DOUBLE	INMATE: ASHTRAY	4
D&H WINGS F1		CELL: DOUBLE	INMATE: BED	4
D&H WINGS F1		CELL: DOUBLE	INMATE: CABINET	4
D&H WINGS F1		CELL: DOUBLE	INMATE: CHAIR	4
D&H WINGS F1		CELL: DOUBLE	INMATE: MIRROR NON-GLASS	2
D&H WINGS F1		CELL: DOUBLE	INMATE: NOTICE BOARD	4

BUILDING	ROOM NO	ROOM	EQUIPMENT	QTY
D&H WINGS F1		CELL: DOUBLE	INMATE: SHELF	4
D&H WINGS F1		CELL: DOUBLE	INMATE: TOILET ROLL HOLDER	2
D&H WINGS F1		CELL: DOUBLE	INMATE: WASTE BIN	4
D&H WINGS F1		CELL: DOUBLE	INMATE: PROPERTY BOX	?
D&H WINGS F1		CELL: SINGLE	INMATE: ASHTRAY	30
D&H WINGS F1		CELL: SINGLE	INMATE: BED	30
D&H WINGS F1		CELL: SINGLE	INMATE: CABINET	30
D&H WINGS F1		CELL: SINGLE	INMATE: CHAIR	30
D&H WINGS F1		CELL: SINGLE	INMATE: MIRROR NON-GLASS	30
D&H WINGS F1		CELL: SINGLE	INMATE: NOTICE BOARD	30
D&H WINGS F1		CELL: SINGLE	INMATE: SHELF	30
D&H WINGS F1		CELL: SINGLE	INMATE: TOILET ROLL HOLDER	30
D&H WINGS F1		CELL: SINGLE	INMATE: WASTE BIN	30
D&H WINGS F1		CELL: SINGLE	INMATE: PROPERTY BOX	?
D&H WINGS F1		C&R STAIR	FIRE EXTINGUISHER	2
D&H WINGS F1		LANDING	BOARD: NOTICE	2
D&H WINGS F1		CELL: SINGLE	INMATE: ASHTRAY	34
D&H WINGS F1		CELL: SINGLE	INMATE: BED	34
D&H WINGS F1		CELL: SINGLE	INMATE: CABINET	34
D&H WINGS F1		CELL: SINGLE	INMATE: CHAIR	34
D&H WINGS F1		CELL: SINGLE	INMATE: MIRROR NON-GLASS	34
D&H WINGS F1		CELL: SINGLE	INMATE: NOTICE BOARD	34
D&H WINGS F1		CELL: SINGLE	INMATE: SHELF	34
D&H WINGS F1		CELL: SINGLE	INMATE: TOILET ROLL HOLDER	34



BUILDING	ROOM NO	ROOM	EQUIPMENT	QTY
D&H WINGS F1		CELL: SINGLE	INMATE: WASTE BIN	34
D&H WINGS F1		CELL: SINGLE	INMATE: PROPERTY BOX	?
D&H WINGS F1		SHOWERS	HOOKS	8
D&H WINGS F1		PROBATION OFFICE	BOARD: NOTICE	2
D&H WINGS F1		PROBATION OFFICE	CHAIR: OFFICE	2
D&H WINGS F1		PROBATION OFFICE	DESK: TRADITIONAL	2
D&H WINGS F1		PROBATION OFFICE	FILING CABINET: 4 DRAWER	4
D&H WINGS F1		PROBATION OFFICE	INMATE: CHAIR	2
D&H WINGS F1		PROBATION OFFICE	WASTE BIN	2
D&H WINGS F1		CLEANER'S CUPBOARD	RACKING	2
A&E WINGS F1		CLOSED ASSOCIATION AREA	INMATE: CHAIR	64
A&E WINGS F1		CLOSED ASSOCIATION AREA	TELEVISION: WALL MOUNTED	2
A&E WINGS F1		CLOSED ASSOCIATION AREA	VCR: WALL MOUNTED	2
A&E WINGS F1		CELL: DOUBLE	INMATE: ASHTRAY	4
A&E WINGS F1		CELL: DOUBLE	INMATE: BED	4
A&E WINGS F1		CELL: DOUBLE	INMATE: CABINET	4
A&E WINGS F1		CELL: DOUBLE	INMATE: CHAIR	4
A&E WINGS F1		CELL: DOUBLE	INMATE: MIRROR NON-GLASS	2
A&E WINGS F1		CELL: DOUBLE	INMATE: NOTICE BOARD	4
A&E WINGS F1		CELL: DOUBLE	INMATE: SHELF	4
A&E WINGS F1		CELL: DOUBLE	INMATE: TOILET ROLL HOLDER	2

BUILDING	ROOM NO	ROOM	EQUIPMENT	QTY
A&E WINGS F1		CELL: DOUBLE	INMATE: WASTE BIN	4
A&E WINGS F1		CELL: DOUBLE	INMATE: PROPERTY BOX	?
A&E WINGS F1		CELL: SINGLE	INMATE: ASHTRAY	32
A&E WINGS F1		CELL: SINGLE	INMATE: BED	32
A&E WINGS F1		CELL: SINGLE	INMATE: CABINET	32
A&E WINGS F1		CELL: SINGLE	INMATE: CHAIR	32
A&E WINGS F1		CELL: SINGLE	INMATE: MIRROR NON-GLASS	32
A&E WINGS F1		CELL: SINGLE	INMATE: NOTICE BOARD	32
A&E WINGS F1		CELL: SINGLE	INMATE: SHELF	32
A&E WINGS F1		CELL: SINGLE	INMATE: TOILET ROLL HOLDER	32
A&E WINGS F1		CELL: SINGLE	INMATE: WASTE BIN	32
A&E WINGS F1		CELL: SINGLE	INMATE: PROPERTY BOX	?
A&E WINGS F1		C&R STAIR	FIRE EXTINGUISHER	2
A&E WINGS F1		LANDING	BOARD: NOTICE	2
A&E WINGS F1		CELL: SINGLE	INMATE: ASHTRAY	30
A&E WINGS F1		CELL: SINGLE	INMATE: BED	30
A&E WINGS F1		CELL: SINGLE	INMATE: CABINET	30
A&E WINGS F1		CELL: SINGLE	INMATE: CHAIR	30
A&E WINGS F1		CELL: SINGLE	INMATE: MIRROR NON-GLASS	30
A&E WINGS F1		CELL: SINGLE	INMATE: NOTICE BOARD	30
A&E WINGS F1		CELL: SINGLE	INMATE: SHELF	30
A&E WINGS F1		CELL: SINGLE	INMATE: TOILET ROLL HOLDER	30

BUILDING	ROOM NO	ROOM	EQUIPMENT	QTY
A&E WINGS F1		CELL: SINGLE	INMATE: WASTE BIN	30
A&E WINGS F1		CELL: SINGLE	INMATE: PROPERTY BOX	?
A&E WINGS F1		SHOWERS	HOOKS	8
CENTRAL F1		LOBBY	FIRE EXTINGUISHER	8
CENTRAL F1		CORRIDOR	FIRE EXTINGUISHER	8
CENTRAL F1		FEMALE REST ROOM	HOOKS	2
CENTRAL F1		FEMALE WC	HAND DRYER	2
CENTRAL F1		FEMALE WC	LAVATORY BRUSH	2
CENTRAL F1		FEMALE WC	MIRROR	2
CENTRAL F1		FEMALE WC	SANITARY BIN	2
CENTRAL F1		FEMALE WC	SOAP DISPENSER	2
CENTRAL F1		FEMALE WC	TOILET ROLL HOLDER	2
CENTRAL F1		FEMALE WC	WASTE BIN	2
CENTRAL F1		MEETING ROOM	WATER BOILER	2
CENTRAL F1		MEETING ROOM	WORK TOP WITH CUPBOARDS	2
CENTRAL F1		MALE WC	HAND DRYER	2
CENTRAL F1		MALE WC	LAVATORY BRUSH	2
CENTRAL F1		MALE WC	MIRROR	2

BUILDING	ROOM NO	ROOM	EQUIPMENT	QTY
CENTRAL F1		MALE WC	SANITARY BIN	0
CENTRAL F1		MALE WC	SOAP DISPENSER	2
CENTRAL F1		MALE WC	TOILET ROLL HOLDER	2
CENTRAL F1		MALE WC	WASTE BIN	2
INDUSTRIES		LAUNDRY	DRYER: ADC 75LB GAS TUMBLE	4
INDUSTRIES		LAUNDRY	IRON: IPSO 1800 GAS ROTARY	1
INDUSTRIES		LAUNDRY	IRON: S/AAR PROFESSIONAL FINISHING TABLE	1
INDUSTRIES		LAUNDRY	WASHING MACHINE: IPSO 132 35LB	1
INDUSTRIES		LAUNDRY	WASHING MACHINE: IPSO 234 65LB	3
INDUSTRIES		FIT-OUTS BY INCOMING CONTRACTORS		
KITCHEN		MAIN FIT-OUT BY KVAERNER UNDER PLANT LISTINGS/MAINTENANCE		
KITCHEN F1		LOBBY	BOARD: NOTICE	1
KITCHEN F1		LOBBY	FIRE EXTINGUISHER	1
KITCHEN F1		CLEANER'S CUPBOARD	RACKING	1
KITCHEN F1		RAW MEAT PREPARATION	SHADOW BOARD	1

BUILDING	ROOM NO	ROOM	EQUIPMENT	QTY
KITCHEN F1		TRAINING KITCHEN	BOARD: NOTICE	1
KITCHEN F1		TRAINING KITCHEN	BOARD: WHITE	1
KITCHEN F1		TRAINING KITCHEN	FIRE EXTINGUISHER	1
KITCHEN F1		TRAINING KITCHEN	KITCHEN UTENSILS	1
KITCHEN F1		TRAINING KITCHEN	SHADOW BOARD	1
KITCHEN F1		LOBBY	BOARD: NOTICE	1
KITCHEN F1		LOBBY	FIRE EXTINGUISHER	1
KITCHEN F1		INMATES' CHANGING	BENCH: CHANGING SINGLE	1
KITCHEN F1		INMATES' CHANGING	LOCKER: PERSONAL	10
KITCHEN F1		INMATES' WC	HAND DRYER	1
KITCHEN F1		INMATES' WC	INMATE: MIRROR NON-GLASS	1
KITCHEN F1		INMATES' WC	LAVATORY BRUSH	1
KITCHEN F1		INMATES' WC	SANITARY BIN	0
KITCHEN F1		INMATES' WC	SOAP DISPENSER	1
KITCHEN F1		INMATES' WC	TOILET ROLL HOLDER	1
KITCHEN F1		INMATES' WC	WASTE BIN	1
KITCHEN F1		STAFF CHANGING	BENCH: CHANGING SINGLE	1
KITCHEN F1		STAFF CHANGING	LOCKER: PERSONAL	10
KITCHEN F1		STAFF WC	HAND DRYER	1
KITCHEN F1		STAFF WC	INMATE: MIRROR NON-GLASS	1
KITCHEN F1		STAFF WC	LAVATORY BRUSH	1
KITCHEN F1		STAFF WC	SANITARY BIN	0

BUILDING	ROOM NO	ROOM	EQUIPMENT	QTY
KITCHEN F1		STAFF WC	SOAP DISPENSER	1
KITCHEN F1		STAFF WC	TOILET ROLL HOLDER	1
KITCHEN F1		STAFF WC	WASTE BIN	1
KITCHEN F1		CATERING MANAGER'S OFFICE	BOARD: NOTICE	1
KITCHEN F1		CATERING MANAGER'S OFFICE	BOARD: WHITE	1
KITCHEN F1		CATERING MANAGER'S OFFICE	CHAIR: OFFICE	1
KITCHEN F1		CATERING MANAGER'S OFFICE	CHAIR: VISITORS	2
KITCHEN F1		CATERING MANAGER'S OFFICE	COAT HOOKS	1
KITCHEN F1		CATERING MANAGER'S OFFICE	COMPUTER TERMINAL	1
KITCHEN F1		CATERING MANAGER'S OFFICE	DESK: TRADITIONAL	1
KITCHEN F1		CATERING MANAGER'S OFFICE	FILING CABINET: 2 DRAWER	4
KITCHEN F1		CATERING MANAGER'S OFFICE	PRINTER: DOT MATRIX/STAND	1
KITCHEN F1		CATERING MANAGER'S OFFICE	STEEL CUPBOARD	1
KITCHEN F1		CATERING MANAGER'S OFFICE	TELEPHONE EXT	1
KITCHEN F1		CATERING MANAGER'S OFFICE	WASTE BIN	1
KITCHEN F1		VEGETABLE PREPARATION AREA	SHADOW BOARD	1
KITCHEN F1		MAIN COOKING AREA	COOKING UTENSILS	1
KITCHEN F1		UNALLOCATED	HEATED FOOD TROLLEYS	?
SEGREGATION		LOBBY	BOARD: NOTICE	1
SEGREGATION		LOBBY	FIRE EXTINGUISHER	1

BUILDING	ROOM NO	ROOM	EQUIPMENT	QTY
SEGREGATION		SERVERY	BAIN MARIE	1
SEGREGATION		SERVERY	SHADOW BOARD	1
SEGREGATION		SERVERY	DISHWASHER: HOBART FX30B-11	1
SEGREGATION		SERVERY	UTENSILS: KITCHEN	1
SEGREGATION		SERVERY	WASTE DISPOSAL AND SINK	1
SEGREGATION		ADJUDICATION	BOARD: NOTICE	1
SEGREGATION		ADJUDICATION	CHAIR: OFFICE	3
SEGREGATION		ADJUDICATION	INMATE: CHAIR	2
SEGREGATION		ADJUDICATION	TABLE: OFFICE	2
SEGREGATION		ADJUDICATION	WASTE BIN	1
SEGREGATION		ADJUDICATION	TV	?
SEGREGATION		ADJUDICATION	VCR	?
SEGREGATION		CELL: SINGLE	INMATE: BED	14
SEGREGATION		CELL: SINGLE	INMATE: CABINET	14
SEGREGATION		CELL: SINGLE	INMATE: CHAIR	14
SEGREGATION		CELL: SINGLE	INMATE: MIRROR NON GLASS	14
SEGREGATION		CELL: SINGLE	INMATE: NOTICE BOARD	14
SEGREGATION		CELL: SINGLE	INMATE: SHELF	14
SEGREGATION		CELL: SINGLE	INMATE: TOILET ROLL HOLDER	14
SEGREGATION		CELL: SINGLE	INMATE: WASTE BIN	14
SEGREGATION		PRISONER WC/SHOWER	HOOKS	
SEGREGATION		PRISONER WC/SHOWER	HAND DRYER	1
SEGREGATION		PRISONER WC/SHOWER	LAVATORY BRUSH	1
SEGREGATION		PRISONER WC/SHOWER	MIRROR	1
SEGREGATION		PRISONER WC/SHOWER	SANITARY BIN	1
SEGREGATION		PRISONER WC/SHOWER	SOAP DISPENSER	1

BUILDING	ROOM NO	ROOM	EQUIPMENT	QTY
SEGREGATION		PRISONER WC/SHOWER	TOILET ROLL HOLDER	1
SEGREGATION		PRISONER WC/SHOWER	WASTE BIN	1
SEGREGATION		ADJUDICATION WAITING	BENCH SEATING	
SEGREGATION		CORRIDOR	BOARD: NOTICE	1
SEGREGATION		CORRIDOR	FIRE EXTINGUISHER	2
SEGREGATION		CELL: SPECIAL	INMATE: CHAMBER POT	1
SEGREGATION		CELL: QUIET	INMATE: BED	1
SEGREGATION		CELL: QUIET	INMATE: CARDBOARD CHAIR	1
SEGREGATION		CELL: QUIET	INMATE: CARDBOARD TABLE	1
SEGREGATION		CELL: QUIET	INMATE: CHAMBER POT	1
SEGREGATION		ASSOCIATION/EDUCATION ROOM	BOOKCASE	1
SEGREGATION		ASSOCIATION/EDUCATION ROOM	TABLE/WRITING/STUDY	2
SEGREGATION		ASSOCIATION/EDUCATION ROOM	TV/VIDEO ON STAND	1
SEGREGATION		ASSOCIATION/EDUCATION ROOM	LOW CHAIRS	3
SEGREGATION		ASSOCIATION/EDUCATION ROOM	STUDY CHAIRS	4
SEGREGATION		ASSOCIATION/EDUCATION ROOM	WHITEBOARD	1
SEGREGATION		ASSOCIATION/EDUCATION ROOM	NOTICE BOARD	2
SEGREGATION		ASSOCIATION/EDUCATION ROOM	OHP ON STAND	1



BUILDING	ROOM NO	ROOM	EQUIPMENT	QTY
SEGREGATION		LOBBY	BOARD: NOTICE	1
SEGREGATION		LOBBY	FIRE EXTINGUISHER	1
SEGREGATION		OFFICE	BOARD: NOTICE	1
SEGREGATION		OFFICE	BOARD: WHITE	2
SEGREGATION		OFFICE	CHAIR: OFFICE	1
SEGREGATION		OFFICE	CHAIR: VISITORS	2
SEGREGATION		OFFICE	DESK: TRADITIONAL	1
SEGREGATION		OFFICE	FILING CABINET: 4 DRAWER	3
SEGREGATION		OFFICE	STEEL CUPBOARD	1
SEGREGATION		OFFICE	TELEPHONE EXT	1
SEGREGATION		OFFICE	WASTE BIN	1
SEGREGATION		OFFICE	TV	?
SEGREGATION		OFFICE	VCR	?
SEGREGATION		WC	HAND DRYER	1
SEGREGATION		WC	LAVATORY BRUSH	1
SEGREGATION		WC	MIRROR	1
SEGREGATION		WC	SANITARY BIN	1
SEGREGATION		WC	SOAP DISPENSER	1
SEGREGATION		WC	TOILET ROLL HOLDER	1
SEGREGATION		WC	WASTE BIN	1
SEGREGATION		CLEANER'S CUPBOARD	RACKING	

BUILDING	ROOM NO	ROOM	EQUIPMENT	QTY
SEGREGATION		STORE	RACKING	1
SEGREGATION		STAIRS	FIRE EXTINGUISHER	1
SEGREGATION		LOBBY	BOARD: NOTICE	1
SEGREGATION		LOBBY	TELEPHONE EXT	?
VISITS CENTRE		LOBBY	BOARD: NOTICE	1
VISITS CENTRE		LOBBY	FIRE EXTINGUISHER	1
VISITS CENTRE		VISITORS' WAITING AND PLAY AREA	BENCH: VISITS AND INMATES	36
VISITS CENTRE		VISITORS' WAITING AND PLAY AREA	BOARD: NOTICE	2
VISITS CENTRE		VISITORS' WAITING AND PLAY AREA	CHILDREN'S TOYS	1
VISITS CENTRE		VISITORS' WAITING AND PLAY AREA	CHILDREN'S TOYS STORAGE FACILITY	?
VISITS CENTRE		VISITORS' WAITING AND PLAY AREA	WINDOW BLINDS	4
VISITS CENTRE		VISITORS' WAITING AND PLAY AREA	CHILDREN'S OUTSIDE PLAY FACILITIES/ EQUIPMENT	?
VISITS CENTRE		RECEPTION	CHAIR: OFFICE	1
VISITS CENTRE		RECEPTION	ID STATION/COMPUTER TERMINAL	1
VISITS CENTRE		RECEPTION	COUNTER WITH LOCKABLE DRAWERS	1
VISITS CENTRE		RECEPTION	FILING CABINET: 4 DRAWER	1
VISITS CENTRE		RECEPTION	VIDEO IMAGE/FINGER SCANNER EQUIPMENT	?
VISITS CENTRE		RECEPTION	TELEPHONE EXT	2

BUILDING	ROOM NO	ROOM	EQUIPMENT	QTY
VISITS CENTRE		RECEPTION	FAX MACHINE	
VISITS CENTRE		RECEPTION	VISITOR PROPERTY LOCKERS	?
VISITS CENTRE		OPEN SPACE	BOARD: NOTICE	1
VISITS CENTRE		DISABLED WC	HAND DRYER	1
VISITS CENTRE		DISABLED WC	LAVATORY BRUSH	1
VISITS CENTRE		DISABLED WC	MIRROR	1
VISITS CENTRE		DISABLED WC	SANITARY BIN	1
VISITS CENTRE		DISABLED WC	SOAP DISPENSER	1
VISITS CENTRE		DISABLED WC	TOILET ROLL HOLDER	1
VISITS CENTRE		DISABLED WC	WASTE BIN	1
VISITS CENTRE		FEMALE WC	BABY CHANGING MAT	1
VISITS CENTRE		FEMALE WC	HAND DRYER	1
VISITS CENTRE		FEMALE WC	LAVATORY BRUSH	3
VISITS CENTRE		FEMALE WC	MIRROR	2
VISITS CENTRE		FEMALE WC	SANITARY BIN	3
VISITS CENTRE		FEMALE WC	SOAP DISPENSER	2
VISITS CENTRE		FEMALE WC	TOILET ROLL HOLDER	3
VISITS CENTRE		FEMALE WC	WASTE BIN	2
VISITS CENTRE		FEMALE WC	WORK SURFACE	1
VISITS CENTRE		METER ROOM	FIRE EXTINGUISHER	1

BUILDING	ROOM NO	ROOM	EQUIPMENT	QTY
VISITS CENTRE		SWITCH ROOM	FIRE EXTINGUISHER	2
VISITS CENTRE		MALE WC	HAND DRYER	1
VISITS CENTRE		MALE WC	LAVATORY BRUSH	1
VISITS CENTRE		MALE WC	MIRROR	2
VISITS CENTRE		MALE WC	SANITARY BIN	0
VISITS CENTRE		MALE WC	SOAP DISPENSER	2
VISITS CENTRE		MALE WC	TOILET ROLL HOLDER	1
VISITS CENTRE		MALE WC	WASTE BIN	1
VISITS CENTRE		OPEN SPACE	VENDING MACHINES	2
VISITS CENTRE		OPEN SPACE	BOARD: NOTICE	1
VISITS CENTRE		CLEANER'S CUPBOARD	RACKING	1
		DOG FACILITY	BOWL: PLASTIC/WATER	1
		DOG FACILITY	BOWL: PLASTIC/FOOD	1
		DOG FACILITY	KENNEL: WOODEN/INSULATED	1
		DOG FACILITY	BLANKET: TARTAN	1
		DOG FACILITY	COLLAR: LEATHER	2
		DOG FACILITY	LEAD: LEATHER	2
		NOT ALLOCATED ELSEWHERE	WASTE COMPACTOR	1
		NOT ALLOCATED ELSEWHERE	CHERRY PICKER	1
		NOT ALLOCATED ELSEWHERE	INDUSTRIAL MOWER	1
		NOT ALLOCATED ELSEWHERE	SIGNAGE	1

BUILDING	ROOM NO	ROOM	EQUIPMENT	QTY
		NOT ALLOCATED ELSEWHERE	VIDEO IMAGING	1
		NOT ALLOCATED ELSEWHERE	COMPUTER SOFTWARE	1
		NOT ALLOCATED ELSEWHERE	NETWORK SERVERS - SPIN SPS	2
		NOT ALLOCATED ELSEWHERE	PPS COMPUTER NETWORK SERVERS	2
		NOT ALLOCATED ELSEWHERE	5 CELL PRISONER TRANSPORT VEHICLE	2
		NOT ALLOCATED ELSEWHERE	SDBA KITS (10 OPERATIONAL, 4 TRAINING)	14
		NOT ALLOCATED ELSEWHERE	SDBA AIR CYLINDER RE-CHARGER	1
		NOT ALLOCATED ELSEWHERE	FIRST AID KITS - OPERATIONAL	25
		NOT ALLOCATED ELSEWHERE	FIRST AID AND TRAINING KITS	6
		NOT ALLOCATED ELSEWHERE	COMMERCIAL WORKSHOPS EQUIPMENT - TO BE AGREED	?
		NOT ALLOCATED ELSEWHERE	VT WORKSHOPS EQUIPMENT - TO BE AGREED	?
UNALLOCATED		PRISONER ISSUE IN PRISONER RECEPTION WELCOME PACK	RECEPTION LETTER AND PRE-PAID ENVELOPE	
UNALLOCATED		PRISONER ISSUE IN PRISONER RECEPTION WELCOME PACK	BUDDY INDUCTION HAND-OUT	
UNALLOCATED		PRISONER ISSUE IN PRISONER RECEPTION WELCOME PACK	TEA PACK (SUGAR, COFFEE, WHITENER AND TEA BAGS)	
UNALLOCATED		PRISONER ISSUE IN PRISONER RECEPTION WELCOME PACK	TOOTHBRUSH	
UNALLOCATED		PRISONER ISSUE IN PRISONER RECEPTION WELCOME PACK	TOOTH POWDER	
UNALLOCATED		PRISONER ISSUE IN PRISONER RECEPTION WELCOME PACK	TOILET ROLL	
UNALLOCATED		PRISONER ISSUE IN PRISONER RECEPTION WELCOME PACK	SHAMPOO SACHETS	4
UNALLOCATED		PRISONER ISSUE IN PRISONER RECEPTION WELCOME PACK	SHAVING STICK	

BUILDING	ROOM NO	ROOM	EQUIPMENT	QTY
UNALLOCATED		PRISONER ISSUE IN PRISONER RECEPTION WELCOME PACK	SOAP	1
UNALLOCATED		PRISONER ISSUE IN PRISONER RECEPTION WELCOME PACK	COMB	
UNALLOCATED		PRISONER ISSUE IN PRISONER RECEPTION WELCOME PACK	DEODORANT	
UNALLOCATED		PRISONER ISSUE IN PRISONER RECEPTION WELCOME PACK	PEN	
UNALLOCATED		PRISONER ISSUE IN PRISONER RECEPTION WELCOME PACK	INFORMATION BOOKLET	
UNALLOCATED		PRISONER ID SYSTEM DETAILS	XSWS 1000: VIS FINGERS SOFTWARE AND LICENCE PACK	1
UNALLOCATED		PRISONER ID SYSTEM DETAILS	LLSY 2580: VFT230 OCI VIDEO CARD WITH 2Mb VGA CARD	4
UNALLOCATED		PRISONER ID SYSTEM DETAILS	LLSY 0200: LIVELINK RUN TIME/NETWORK LICENSE DONGLE	4
UNALLOCATED		PRISONER ID SYSTEM DETAILS	DFR 90: DFR 90 FINGERPRINT READER (VIDEO)	4
UNALLOCATED		PRISONER ID SYSTEM DETAILS	DFR 90FE1: FEATURE EXTRACTION DLL USER LICENSE	4
UNALLOCATED		PRISONER ID SYSTEM DETAILS	DFR 90OCD: QUALITY CONTROL DLL USERS' LICENSE	3
UNALLOCATED		PRISONER ID SYSTEM DETAILS	FPMS 2500: IDENTIFICATION DLL USER LICENSE	1
UNALLOCATED		PRISONER ID SYSTEM DETAILS	DFR 90REP: DFR 90 FINGERPRINT READER REPLACEMENT PLATEN	4
UNALLOCATED		PRISONER ID SYSTEM DETAILS	INPU 1050: Hi8 VIDEO CAMCORDER	2

<b>BUILDING</b>	<b>ROOM NO</b>	<b>ROOM</b>	<b>EQUIPMENT</b>	<b>QTY</b>
UNALLOCATED		PRISONER ID SYSTEM DETAILS	LLSY 0100: LIVELINK ADVANCED ID CARD AND DATABASE SYSTEM (INCLUDING APPLICATION SW AND VIDEO CAPTURE BOARD)	1
UNALLOCATED		PRISONER ID SYSTEM DETAILS	OUTP 0220: PRESTO QUATRO COLOUR ID CARD PRINTER	1
UNALLOCATED		PRISONER ID SYSTEM DETAILS	OUTP 0280: 4 COLOUR RESIN RIBBON, RESIN BLACK RIBBON CMYKO 250 PRINTS	4
UNALLOCATED		PRISONER ID SYSTEM DETAILS	OUTP 0500: PVC CARDS 85.6 mm x 54mm (1000)	1
UNALLOCATED		PRISONER ID SYSTEM DETAILS	OUTP 0294: PRESTO CLEANING KIT - 4 PRINthead PENS, 50 CLEANING CARDS, 50 CLEANING PADS	1
UNALLOCATED		PRISONER ID SYSTEM DETAILS	OUTP 2000: LIVELINK SMARTLABEL PRINTER PRO	1

**This is Schedule C to the Minute of Agreement between The Secretary of State for Scotland and Kilmarnock Prison Services Limited dated 10 November 1997 for the Design, Construction, Management and Financing of a Prison at Kilmarnock.**

**MAINTENANCE MANAGEMENT**

**Preamble**

The Contractor will ensure that the Prison is kept in good structural and decorative order and is in good, substantial and safe repair and condition, taking into account the age of the Prison and the provisions of Schedule C, during the Contract Period and will ensure that it is fit for the habitation of Prisoners and maintains the design intention to achieve minimum maintenance over the full working life of the Prison (minimum 60 years).

This Schedule C also sets out the standards against which the Prison and the Equipment are to be judged in any Dilapidation Survey, including the survey immediately before the expiry or termination of the Contract Period, in accordance with Clauses 14 and 45 of the Contract.

**A. MAINTENANCE MANAGEMENT**

1. Without prejudice to Clauses 12 and 13 of the Contract, the Contractor's maintenance obligations are more particularly detailed in this Schedule C.
2. The Contractor shall be responsible for all routine inspection, testing, maintenance, repair, refurbishment and replacement services in relation to the Prison, the Equipment and the Site, including the roads, fences, walls, buildings, and all plant, fixtures, fittings, chattels and other associated equipment, including transport and mobile equipment and apparatus (these items described above constituting the agreed "Maintained Assets").

**B. SCOPE OF MAINTENANCE**

1. The Contractor will keep the Maintained Assets in good, substantial and safe repair and condition throughout the Contract Period and, where applicable, in accordance with the maintenance standards set out in Annex A to this Schedule C (hereinafter referred to as the "Maintenance Standards") and to be set out in the Contractor's Maintenance Programme referred to in Part C, Maintenance Programme, below.
2. The Contractor's general maintenance obligations in respect of the Maintained Assets shall comprise:
  - i. rectification of deficiencies in equipment and services within 24 hours of being reported and repairs to accommodation and other areas of the Prison Estate within 48 hours of being reported. The Contractor will be responsible for operating a suitable recording and reporting system to demonstrate compliance with this requirement;
  - ii. routine, periodic and visual inspection of the Maintained Assets;
  - iii. routine and periodic testing of the security systems at the Prison;
  - iv. planned and emergency maintenance and repair services;



- v. replacement and refurbishment, according to the agreed indicative Refit and Replacement Schedule, as Annex B to this Schedule C, of the Maintained Assets;
  - vi. provision of tools, equipment (including any computer equipment) and supplies required to perform the Contractor's maintenance obligations; and
  - vii. quality assurance and quality control programmes.
3. The general maintenance obligations referred to in paragraph 2 of this Part B, Scope of Maintenance, shall be satisfied by implementing the procedures set out below and such other procedures as may be reasonably necessary to achieve the Maintenance Standards:
- a. day-to-day maintenance, including repairing damage howsoever caused;
  - b. inspection required by statute;
  - c. planned preventative maintenance;
  - d. planned inspection of buildings;
  - e. all maintenance and repairs found to be necessary to comply with the Maintenance Standards as a result of the planned inspection of buildings;
  - f. maintenance of all painted surfaces to a reasonable standard;
  - g. re-decoration of all internal and external painted surfaces as required by the maintenance timetable;
  - h. pest control;
  - i. industrial cleaning of kitchen, wash-up areas, serveries, kitchen equipment and laundry and launderette areas;
  - j. potable water quality assurance;
  - k. grounds maintenance, including repair of the exercise and games areas, internal roadways and access roads to the nearest public road adopted and maintained by the appropriate Roads Authority; and clearance of snow and dirt within the Land boundary;
  - l. fixed plant remedial work in the event of damage or failure;
  - m. maintenance of the air conditioning, heating systems and mechanical and electrical systems such that the environment within the buildings is maintained to the levels of temperature and ventilation, as set out in Schedule A;
  - n. maintenance of all security systems;
  - o. arrangements for the supply of spare parts for plant machinery or other items to expedite the re-instatement of services;

- p. maintenance of all lighting, including street lighting, for all roadways and car parks within the Land boundary, whether inside or outside the secure perimeter;
  - q. maintenance of hard and soft landscaping (including plantings within the Site) according to Annex C to this Schedule C;
  - r. all maintenance and repairs found to be necessary to comply with the Maintenance Standards for the Prison other than those arising from the planned inspection of buildings;
  - s. periodic inspections by specialist surveyors to establish whether or not there are any contaminants present. If any contamination in terms of Part II of the Environmental Protection Act 1995 becomes apparent, the Contractor will instruct that remediation be carried out and will bear the full costs of such work;
  - t. a gas monitoring programme to monitor gas levels at the waste tip site and the gas venting trench and any other recommendations of the 30 September 1997 Entec Report and take appropriate action;
  - u. monitoring the area of the waste tip to ensure that leaching to the natural ground water does not occur (in accordance with the Planning Approval, Condition 2) and taking appropriate action; and
  - v. keeping of accurate records of maintenance and repairs.
4. In the event that the car parking provision is found to be inadequate, the Contractor shall provide such additional spaces as are required by any Relevant Authority, having first sought the necessary approvals, including that of the Authority, all at the Contractor's expense.

## C. MAINTENANCE PROGRAMME

1. The Contractor will ensure the preparation and performance of a Maintenance Programme (hereinafter referred to as the “Contractor’s Maintenance Programme”). The fundamental aims of that Programme will be to ensure that:
  - a. the Prison is operational and available at all times; and
  - b. the condition of the Prison and its assets at the end of the Contract Period or on termination will be commensurate with the general requirements of the Contract and the Preamble to this Schedule C.

Three months prior to the Contractual Opening Date, the Contractor will deliver its outline Maintenance Programme to the Authority, seeking their approval. Within one month following the Actual Opening Date, the Contractor will deliver its full Maintenance Programme to the Authority, seeking their approval.

2. The Contractor’s Maintenance Programme shall include:
  - 2.1 the details to more fully describe the obligations and activities set out in paragraphs 2 and 3 of Part B, Scope of Maintenance, of this Schedule C; and
  - 2.2 the Maintenance Standards to be applied to the Maintained Assets including, for the avoidance of doubt, Maintenance Standards for all items referred to in the Construction Specification and other items specified in Schedule A of the Contract where reasonably required by the Authority, which Maintenance Standards shall, where relevant, be in accordance with the Maintenance Standards set out in this Schedule C, unless otherwise agreed by the Authority and the Contractor;
  - 2.3 an indicative Refit Maintenance Timetable (Annex B and Appendix to Annex B to this Schedule C refer); and
  - 2.4 a Maintenance Plan (Annex C to this Schedule C refers).
3. The Contractor’s Maintenance Programme shall meet all of the maintenance requirements of the Contract.
4. A survey of the Maintained Assets will be undertaken by the Contractor (at its own expense) on the fifth anniversary of the Date of Signature and thereafter every 2 years to determine the condition of the Maintained Assets (each referred to as a “Condition Survey”). In addition, the Contractor will attend any Dilapidation Survey carried out by the Authority under Clauses 14 and 45 of the Contract.
  - 4.1 The Condition Surveys will be undertaken by the Contractor. Each Condition Survey will entail a physical survey of the Prison, the Equipment and the Site and a review of the maintenance records, in order to ensure that the Prison and the Site are being maintained in accordance with the Maintenance Standards.
  - 4.2 A copy of the Condition Survey results will be provided to the Authority.
  - 4.3 The Condition Survey results will be used to implement such repairs and maintenance identified as necessary and to revise the Contractor’s Maintenance

Programme. Any proposed revisions shall be subject to approval by the Authority, such approval not to be unreasonably withheld.

- 4.4 At the final Condition Survey, prior to the expiry of the Contract Period, the Contractor will undertake the following actions, in addition to the normal Survey:
- a. a survey of any residual contamination on the site;
  - b. complete any recommendations arising from the contamination survey to make the site safe;
  - c. ultra-sound tests of any copper pipework to determine the extent of any corrosion; and
  - d. complete any recommendations arising from these ultra-sound tests.

All of this work is to be at the Contractor's own expense.

5. All of the Maintained Assets will be individually recorded noting physical location, areas served etc. Accurate records will be kept of:
  - a. forward maintenance planning;
  - b. performance and historical maintenance requirements; and
  - c. technical details, eg pump speeds or the type of oil used.
6. Detailed work specifications will be developed for the Maintained Assets. The Contractor shall develop these specifications for each Asset based on:
  - a. equipment manufacturers' recommendations;
  - b. industry standard specifications; and
  - c. the Contractor's experience of similar equipment and projects.
7. The Contractor will ensure that an appropriately qualified Facilities Manager will be responsible for implementation of the Contractor's Maintenance Programme. The Facilities Manager will be an experienced professional who will oversee a team of facility maintenance staff.

8. All facility maintenance personnel will be PCO trained.

The Contractor will be responsible for ensuring that security of the Prison is not compromised at any time as a result of any maintenance/repair work being undertaken. Prisoners should not be employed on security systems, locking and other associated works.

9. All security systems, including local mechanical key overrides of remotely controlled locks and component parts will be checked at regular intervals to ensure that they are operating at optimum performance and in accordance with manufacturers' requirements.
10. The Contractor shall ensure that all requirements of Health and Safety and risk management are met.

#### **D. ENVIRONMENTAL POLICY**

Three months prior to the Contractual Opening Date, the Contractor will provide the Authority with a copy of its Environmental Policy Statement insofar as this impacts on the maintenance management of the Prison buildings and Estate.

#### **E. ENERGY EFFICIENCY**

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

The design and construction of the Prison will be developed in accordance with the energy saving measures outlined in the Energy Efficiency Office (EEO) Guide to Best Practice in Prisons, Emergency Buildings and Courts. The current design assumption targets are:

- a. electrical consumption = 95.1 kWh/sq m/annum; and
- b. fossil fuels = 183.5 kWh/sq m/annum.

#### **F. INFORMATION AVAILABLE**

The Contractor will maintain, at minimum, accurate records of the following:

- asset list amendments;
- work order summaries and additional work orders and corrective maintenance summary;
- record of reports of deficiencies in equipment, services and accommodation;
- fire extinguisher inspections;

- risk assessments under Fire Precaution Regulations;
- roof inspections;
- maintenance and repair requisitions;
- record drawing indexes;
- legionella water tests;
- manufacturers' instructions library index;
- emergency generator running log;
- automatic heat and smoke detector test records;
- fire alarm system tests;
- Sub-contractor service logs;
- pressure vessel test reports;
- all other statutory test reports;
- sub-contracts;
- preventative maintenance;
- reactive maintenance;
- Health and Safety;
- minor construction
- updated “as fitted” drawings;
- updated operating and maintenance manuals;
- purchase order records;
- valve schedules - charts and logs;
- transportation logs;
- roof surveys; and
- fire drill reports.

## **G. COMPLETION SERVICES**

### **Completion/Termination Surveys**

The Contractor shall provide to the Authority 12 months prior to the end of the Contract Period, or upon service of a Termination Notice, a schedule of known future maintenance work required to be carried out over the following 12 months.

The Contractor shall ensure or procure that the Authority is provided with the following documents immediately prior to the end of the Contract Period or upon termination of the Contract if earlier:

- a. copies of all maintenance and operational manuals, including the Health and Safety file;
- b. all test certificates and calculations;
- c. all planned preventative maintenance documents for the mechanical and electrical engineering installations;
- d. all planned inspection of buildings schedules and reports;
- e. all record drawings similar in material and quality to those provided, in accordance with Schedule M, following the Actual Opening Date;
- f. a schedule of spare parts held in store;
- g. all maintenance records;
- h. the results of any ultra-sound tests on copper pipework;
- i. the report on any further action required in the contamination management strategy; and
- j. any other information, records or documents the Authority may reasonably require to plan and conduct future maintenance work.

**This is Annex A to Schedule C to the Minute of Agreement between The Secretary of State for Scotland and Kilmarnock Prison Services Limited dated 10 November 1997 for the Design, Construction, Management and Financing of a Prison at Kilmarnock.**

**MAINTENANCE STANDARDS**

The Contractor will ensure that the Maintained Assets are maintained where applicable during the Contract Period to the following standards and as defined in the Contractor's Maintenance Programme:

1.	<b>BUILDING ELEMENTS</b>	<b>STANDARD</b>
	<p><b>Sub-Structure</b></p> <p>Foundations Pits     Lifts     Cable Trenches Ground Floor Slabs     Expansion Joints     Surface Treatments</p> <p><b>Frame</b></p> <p>Structural Steelwork &amp; Fixings     Intumescent Coatings     Paint Reinforced Pre-cast Concrete</p> <p><b>Cladding</b></p> <p>Roof     Roof Sheeting     Flashing     Rooflights &amp; Glazing      Gutters &amp; Downpipes</p> <p>Sidewalls     Aluminium Wall Sheeting     PC Spandrel Panels     Curtain Wall      Windows &amp; Glazing</p>	<p>Structurally sound and stable.</p> <p>No leaks or dampness. Free from standing water. No movement or rocking, cracks sealed. Joints sealed and no leaks or dampness. Intact and suitable for use.</p> <p>Structurally sound and stable. Fire protection intact. Corrosion protection intact. Structurally sound and stable.</p> <p>Weathertight and properly fixed. Weathertight and properly fixed. Weathertight, properly fixed, clean and unbroken. No blockages or leaks.</p> <p>Weathertight and properly fixed. Weathertight and properly fixed. Weathertight, properly fixed, clean and unbroken. Weathertight, clean and unbroken.</p>



<p><b>Cladding (continued)</b></p> <p>Louvres/Smoke Extract</p> <p>External Doors</p> <p>Roller Shutters</p> <p>Brickwork/Blockwork</p> <p><b>Internal Partitions</b></p> <p>Masonry</p> <p>Common/Painting Quality</p> <p>Polished</p> <p>Movement Joints</p> <p>Stud-Plasterboard Faced</p> <p>Proprietary WC Partitions</p> <p>Screen Walls</p> <p>Internal Doors &amp; Glazing</p> <p><b>Metalwork</b></p> <p>Stairs &amp; Walkways</p> <p>Balustrades &amp; Handrails</p> <p>Access Ladders</p> <p>Security Screens, Gates &amp; Grilles</p> <p><b>Ironmongery</b></p> <p>Security Locks/Latches</p> <p>Door Furniture</p> <p>Windows Furniture</p> <p><b>Wall Finishes</b></p> <p><b>Floor Finishes</b></p> <p><b>Suspended Ceilings</b></p> <p><b>Decorations</b></p>	<p>Weathertight, operational and properly fixed.</p> <p>Weathertight, fully operational and secure.</p> <p>Operational and properly fixed.</p> <p>Structurally sound and stable and free from efflorescence.</p> <p>Structurally sound and stable.</p> <p>Finishes intact.</p> <p>Finishes intact.</p> <p>Joints sealed.</p> <p>Clean, undamaged and finishes intact.</p> <p>Clean and finishes intact.</p> <p>Clean, undamaged and finishes intact.</p> <p>Clean and finishes intact.</p> <p>Safe and finishes intact.</p> <p>Safe and finishes intact.</p> <p>Safe and finishes intact.</p> <p>Fully operational and finishes intact.</p> <p>Complete and fully operational.</p> <p>Complete and fully operational.</p> <p>Complete and fully operational.</p> <p>Clean and intact.</p> <p>Safe, clean and intact.</p> <p>Safe, clean and intact.</p> <p>Clean and intact.</p>
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	<p><b>Externals</b></p> <p>Drainage - SW &amp; FW</p> <p>Access &amp; Perimeter Roads</p> <p>Car Parks, Hardstandings &amp; Aprons</p> <p>Reinforced Grass Emergency Roads</p> <p>Exercise &amp; Hard Play Areas</p> <p>Street Furniture</p> <p>Fencing &amp; Gates</p> <p>Walls</p> <p>Landscaping</p>	<p>Free-flowing with no blockages or leaks, traps full.</p> <p>Safe, serviceable and free from weeds.</p> <p>Safe, serviceable and free from weeds.</p> <p>Safe and serviceable.</p> <p>Safe, serviceable and free from weeds.</p> <p>Safe and serviceable.</p> <p>Safe, fully operational and secure.</p> <p>Safe and secure.</p> <p>Clean and tidy and acceptable according to recognised horticultural standards for the environment agreed.</p>
2.	<p><b>SERVICES ELEMENTS</b></p> <p><b>Plumbing</b></p> <p>Internal</p> <p>    CW Storage Tanks</p> <p>    CW Booster Sets</p> <p>    Sanitaryware &amp; Fittings, Baths and Showers</p> <p>    Gas-fired Instantaneous HW</p> <p>Boilers</p> <p>    Pipework, Valves &amp; Pumps</p> <p>    Electrical Supplies to Plumbing Services</p> <p>External</p> <p>    Macerator</p> <p>    Hydrant/Fire Water Storage Pond</p> <p>    Hydrant/Fire Main Booster Set</p> <p>    Fire Main &amp; Hydrants</p> <p>    Pipework, Valves &amp; Pumps</p>	<p>No leaks, operational, hygienic and to design standards.</p> <p>No leaks, operational, hygienic and to design standards.</p> <p>No leaks, operational, hygienic and to design standards.</p> <p>No leaks, operational, hygienic and to design standards.</p> <p>No leaks, operational, hygienic and to design standards.</p> <p>Operational and to design standards.</p> <p>Operational and to design standards.</p> <p>No leaks, operational and to design standards.</p> <p>No leaks, operational and to design standards.</p> <p>No leaks, operational and to design standards.</p>

<p><b>Mechanical</b></p> <p>Internal Piped Systems Boiler Modules and Flues</p> <p>Sprinkler/Deluge Systems</p> <p>Pressurisation Sets</p> <p>Duty/Stand-by Pump Sets</p> <p>Gas-fired Unit Heaters</p> <p>Air Compressors</p> <p>Fire Hosereels</p> <p>Pipework, Valve Pumps and Radiators</p> <p>Electrical Supplies to Mechanical Services</p> <p>Internal Ventilation System</p> <p>Toilet &amp; Shower Extract Ventilation Fans</p> <p>Heat Recovery System</p> <p>Area Extract Ventilation Fans</p> <p>Area Supply Ventilation Fans</p> <p>Area Supply AHU's</p> <p>Air Conditioning Units/DX Units</p> <p>Fume, Dust/Heat Extract Systems</p> <p>Ductwork Dampers, Filters Grilles and Diffusers</p> <p>Electrical Supplies to Ventilation Services</p> <p>Heater Batteries</p>	<p>No leaks, operational and to design standards.</p> <p>No leaks, operational and to design standards.</p> <p>No leaks, operational and to design standards.</p> <p>No leaks, operational and to design standards.</p> <p>No leaks, operational and to design standards.</p> <p>Fully operational and to design standards.</p> <p>No leaks, operational and to design standards.</p> <p>No leaks, operational and to design standards.</p> <p>Operational and to design standards.</p> <p>Operational and to design standards.</p> <p>Operational and to design standards.</p> <p>Operational and to design standards.</p> <p>No leaks, operational and to design standards.</p> <p>No leaks, operational and to design standards.</p> <p>No leaks, operational and to design standards.</p> <p>No leaks, operational and to design standards.</p> <p>No leaks, operational and to design standards.</p> <p>Operational and to design standards.</p>
<p><b>Electrical - Internal</b></p> <p>HV Ring Main Units</p> <p>Transformers</p> <p>Main LV Switch Panel</p> <p>Power Factor Correction Equip</p> <p>Stand-by Diesel Generators</p>	<p>Operational and to design standards.</p> <p>Operational and to design standards.</p> <p>Operational and to design standards.</p> <p>Operational and to design standards.</p> <p>Fully operational and to design standards.</p>

3.	<p><b>Electrical - Internal (continued)</b></p> <p>Generator Control Panels</p> <p>Sub-Distribution LV Switch Panels</p> <p>Lighting Systems &amp; Luminaires</p> <p>Wiring &amp; Cables</p> <p>Special Systems</p> <p>Public Address</p> <p>Perimeter Wall Alarm</p> <p>Inner Perimeter Fence Alarm</p> <p>Telephone and Data Cabling System</p> <p>Smoke Detection</p> <p>Fire Alarms, General Alarm and Tamper Alarm</p> <p>CCTV</p> <p>TV &amp; Radio</p> <p>Inmate Call</p> <p>Lifts</p> <p><b>Electrical - External</b></p> <p>Security Lighting</p> <p>Perimeter Lighting</p> <p>Road/Path Lighting</p> <p>Lightning Protection</p> <p><b>SPECIAL EQUIPMENT</b></p> <p>Pneumatic Security Equipment</p> <p>Electronic Security Equipment</p> <p>IT &amp; Communications Equip</p>	<p>Fully operational and to design standards.</p> <p>Operational and to design standards.</p> <p>Operational and to design standards.</p> <p>Operational and to design standards.</p> <p>Operational and to design standards.</p> <p>Fully operational and to design standards.</p> <p>Fully operational and to design standards.</p> <p>Fully operational and to design standards.</p> <p>Operational and to design standards.</p> <p>Fully operational and to design standards.</p> <p>Fully operational and to design standards.</p> <p>Fully operational and to design standards.</p> <p>Operational and to design standards.</p> <p>Fully operational and to design standards.</p> <p>Operational and to design standards.</p> <p>Operational and to design standards and compatible with external close circuit television lux level requirements.</p> <p>Operational and to design standards and compatible with external close circuit television lux level requirements.</p> <p>Operational and to design standards and compatible with external close circuit television lux level requirements.</p> <p>Operational and to design standards.</p> <p>Fully operational and to design objectives.</p> <p>Fully operational and to design objectives.</p> <p>Fully operational and to design objectives.</p>
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<p>3.</p>	<p><b>SPECIAL EQUIPMENT</b> (continued)</p> <p>Laundry Equipment</p> <p>Kitchen, including Trolleys</p> <p>Beverage Stations/Services</p> <p>Medical Equipment</p> <p>Maintenance Equipment</p>	<p>Operational, hygienic and to design standards.</p> <p>Operational, hygienic and to design standards.</p> <p>Operational, hygienic and to design standards.</p> <p>Operational, hygienic and to design standards.</p> <p>Safe and operational.</p>
<p>4.</p>	<p><b>GENERAL</b></p>	<p>The Contractor will have a programme for the control of infestation and vermin throughout the Prison.</p> <p>The Prison is to be kept free of damp and decay.</p> <p>All mobile equipment to be securely controlled and stored.</p> <p>All non-mobile plant and equipment is to be securely fixed.</p> <p>Statutory notices are to be displayed as required.</p> <p>Access to services plant rooms at the Prison and the site are to be kept clear at all times.</p>

**This is Annex B to Schedule C to the Minute of Agreement between The Secretary of State for Scotland and Kilmarnock Prison Services Limited dated 10 November 1997 for the Design, Construction, Management and Financing of a Prison at Kilmarnock.**

## **REFIT AND REPLACEMENT MAINTENANCE**

The Contractor shall, within the terms of the overall maintenance requirements of the Prison, arrange for the refit maintenance and the replacement of required items as is found necessary during the implementation of the standard forward and planned preventative maintenance to ensure the continued effective and economic management of the Maintained Assets.

In setting up and executing its Maintenance Programme, the Contractor shall demonstrate to the satisfaction of the Authority that it, the Contractor, has due regard to handing back the Maintained Assets to the Authority at the expiry of or termination of the Contract Period, such that either:

- a. the subsequent average cost incurred by the Authority in maintaining those Maintained Assets is not significantly greater than that incurred by the Contractor in average over the preceding life of the Contract; or
- b. such costs are not significantly greater as a result of failure to maintain in accordance with current good industry and the Authority's practice.

**NB:** in assessing a. and b. above, both the Authority and the Contractor shall take into account all relevant factors including making due allowance for indexation of labour and material costs. Any adjustments to the refit and replacement programme necessary to achieve these requirements shall be agreed between the Authority and the Contractor following on from the findings of the final Dilapidation Survey, and shall be carried out by the Contractor before expiry of the Contract Period or upon termination, if earlier.

**This is the Appendix to Annex B to Schedule C to the Minute of Agreement between  
The Secretary of State for Scotland and Kilmarnock Prison Services Limited dated  
10 November 1997 for the Design, Construction, Management and Financing of a  
Prison at Kilmarnock.**

**REFIT MAINTENANCE TIMETABLE**

The following provides an indicative Refit Maintenance Timetable. The Contractor will produce complete maintenance schedules for all aspects of the building, its structures and its contents, no later than 3 months prior to the Contractual Opening Date of the Prison. These arrangements will include all relevant schedules, manufacturers' instructions and recommended maintenance programmes, and response times for both in-house and sub-contracted maintenance requirements.

<b>Item</b>	<b>Life Expectancy (Years from Actual Opening Date or replacement)</b>
BMS Controls	15
Boiler Plant and Chimney	15-20
Ventilation Systems (where applicable)	15
Electrical Final Circuits	30
Heating Final Distribution	25-30
Fire Alarm	30-40
Stand-by Generator	25-30
Static Batteries	25
Lifts (if applicable)	10
Smoke Extractors	50
Services Pipework	30-40
Cladding Systems	40-50
Roof Coverings	25-30
Windows and Doors	30
Internal and External Re-decoration	Internal 8
	External 5-6
Floor Coverings (Generally)	10-12
Floor Coverings (Cells)	5-6
Suspended Ceilings (if applicable)	15-20
Security and Monitoring Equipment	10-15
Kitchen/Catering Facilities	15
Fences and Gates	25-35
Access Roads and External Hard Surfaced Areas	40 (maintained)
Other Items (please specify)	-

**This is Annex C to Schedule C to the Minute of Agreement between The Secretary of State for Scotland and Kilmarnock Prison Services Limited dated 10 November 1997 for the Design, Construction, Management and Financing of a Prison at Kilmarnock.**

**MAINTENANCE PLAN**

The following provides an indicative Maintenance Plan. The Contractor will produce complete maintenance schedules for all aspects of the building, its structures and its contents, no later than 3 months prior to the Contractual Opening Date of the Prison. These arrangements will include all relevant schedules, manufacturers' instructions and recommended maintenance programmes, and response times for both in-house and sub-contracted maintenance requirements. The actions and frequencies are to be subject to any manufacturers' instructions.

In the table which follows, where the 'Required Action' column indicates the anticipated replacement of any item, this is an indicative replacement frequency only. Actual replacement/refurbishment will be undertaken, as determined at the time of inspection, as being necessary to ensure that the items remain fit for purpose, as described in the Preamble to this Annex and to this Schedule C, in conformance with the standards set out in Annex A to this Schedule C and in accordance with the requirements of Annex B to this Schedule C.

<b>Specification</b>	<b>Required Action</b>	<b>Frequency</b>
<p><b>FABRIC MAINTENANCE AND RE-DECORATION</b></p> <p><b>Structural Inspection:</b></p> <p>Sub-Structure; Beams; Floor Slabs; Brick, Concrete and Other Load Bearing Walls; Steel Framework to Sports, Medical, Education Buildings; Roof Frame; all Staircases etc</p> <p><b>Plant Lifting Beams</b></p> <p><b>Roof Covering and Rainwater</b></p> <p>Plastisol covered Trapezoidal Roof Sheeting System</p>	<p>Structural inspection and report on structural condition and any action needed.</p> <p>Testing and inspection.</p> <p>Wash down with suitable detergent access plant (aerial platform, safety equipment).</p>	<p>7 years</p> <p>5 years</p> <p>6 years (frequency reductions subject to the manufacturers' instructions).</p>



<b>Specification</b>	<b>Required Action</b>	<b>Frequency</b>
Trough Gutters	Clean out and wash (access plant aerial platform) roof clean access plant used on 6th year.	2 years
Rainwater Downpipes	Rod through and wash out access plant (aerial platform).	2 years
<b>External Walls</b>		
Walls of Facing Block	Provide wheeled scaffold tower, inspect and allow for 15% re-pointing. Contingency for associated brick repairs.	20 years
<b>Internal Walls</b>		
Blockwork	Replace any loose mastic jointing.	8 years
RC Walls	Contingency for access and repairs.	20 years
<b>Partitions</b>		
Toilet and Shower Cubicle Partitions	Replace cubicles.	12 years
<b>Security Gates</b>		
Pivot Hinges, Bolts and Security Locks	Thoroughly inspect and grease hinges. Allow for 10% renewal of locks.	4 years
<b>External Security Louvres</b>		
Louvre Panel, Birdguard and Security Grille	Inspect and thoroughly clean access plant (aerial platform).	2 years
<b>External Doors</b>		
Solid Doors with W/Strip and W/Board	Inspect and overhaul: ease, service furniture. Replace defective door furniture.	6 years

Specification	Required Action	Frequency
<b>Internal Doors</b>		
Solid (some Steel Faced, some FR)	Inspect and overhaul as External Doors (Secure Areas). Replace defective door furniture.	5 years
	Inspect and overhaul as External Doors (Other Areas). Replace defective door furniture.	7 years
<b>Duct and Plant Room Doors</b>	Inspect and overhaul as External Doors (Cell Ducts). Replace defective door furniture.	5 years
	Inspect and overhaul as External Doors (Other Ducts). Replace defective door furniture.	10 years
<b>Roller Shutter Doors</b>		
Industrial Galvanisation. Steel Slats with Manual Operating Mechanism, Padlock and Hasp	Inspect and overhaul, service mechanism and lubricate. Replace defective part, eg padlock repair. Contingency for replacing defective parts, eg new/damaged slats.	Annual
<b>Cell Doors</b>		
HO Pattern, Pivot Hinges, Mechanical Lock etc	Inspect and service door, lubricate hinges. Contingency for replacing defective parts.	3 years
<b>Cell Windows and Grilles</b>		
Polyester Powder Coated Steel Windows. Toughened Glazing. Internal Secure Grille	Technical inspection for security, ease vent and clean glazing (internal) and frame.	2 years
<b>Windows Generally</b>		
As Cell Windows, but with Casements and Turn Handles	Overhaul, adjust and clean frames.	5 years

<b>Specification</b>	<b>Required Action</b>	<b>Frequency</b>
<b>Rooflights</b>		
Fibreglass	Share access used for roof. Extra for safety.	6 years
	Replace fibreglass glazing.	18 years
<b>Floor Finishes</b>		
Linoleum in Housing Blocks and other areas (it is assumed that some areas of Lino will be used insufficiently to require replacement during 25 years).	Strip and lay new lino: most worn 10%, further 20%, allow 70%.	5, 7, 15 years
Sheet Floorings: Sports Hall and Fitness Room	Strip and lay new flooring.	8 years
Corridor Linoleum, as above.		
Epoxy Floor Finish in 'Wet' Areas: Toilets, Showers, Kitchen and Special Cells	Renovate/repair.	3 years
Carpet	Replace carpet.	10 years
<b>Wall Finishes</b>		
Epoxy Wall System in Kit, Laundry, Showers and Toilets	Renovate/repair.	5 years
<b>Decorative Finishes</b>		
Plastered and Painted Areas	Wash down paintwork for hygiene reasons in Kitchen and Medical areas.	3 years

Specification	Required Action	Frequency
<b>External Re-decorations</b>		
External Doors and Gates	Prepare and paint. Wheeled scaffold tower for high level work.	5 years
Window Frames and Other Powder Coated Surfaces	Prepare and paint. Wheeled scaffold tower for access.	5 years
<b>Internal Re-decorations</b>		
Previously Painted Walls, Doors, Frames, Gates, Pipework and Ceilings	Prepare and paint (as previously painted). Wheeled scaffold tower for access.	5 years
<b>Domestic Fittings</b>		
Sink Units, Worktops and Floor Units in Tea Rooms, Serveries, Kitchenettes etc.	Planned replacement programme: inmate and visitor areas: worktops, units, sink tops and units.	10 years
	Staff and other areas: worktops, units, sink tops and units.	15 years
Staff Lockers and those in Visit Areas	Replacement of worn and broken units.	As Required
<b>Fixed Seating</b>		
Fixed Seats in Waiting Areas	Replacement programme.	10 years
Counters, Storage Shelves etc	Replacement contingency.	10 years
<b>Slatted Benches</b>		
Hardwood Slats on Steel Frame	Re-varnish slats. Repair broken and damaged slats.	5 years

Specification	Required Action	Frequency
<b>SERVICES MAINTENANCE</b>		
<b>Sanitary Appliances</b>		
Wash Basin: Stainless Steel and Ceramic Sink Tops: Taps, Traps, Plugs and Overflow Assembly	Inspect, check and clear traps. Replace washers to taps. Larger replacements, eg taps and cracked basins.	Annual
WC Suites and Urinals: Steel and Ceramic	Inspect, check and overhaul ball valves and flush mechanisms.	Annual
	Chemical clean and clear traps. Replacements, eg cracked bowls and flush device.	Annual
Showers: Shower Heads and Troughs	Inspect and thoroughly clean heads etc. Contingency for replacement parts.	Quarterly
<b>Drainage Installation</b>		
Inspection Chambers	Lift covers to check chambers and drainage runs. Rod through any obstructions and jet with hose to clear as required.	Twice Yearly
<b>Sewage Disposal Units/ Pumping Stations</b>	Test and service units, including replacement of defective parts.	Annual and to meet manufacturers' requirements
<b>Mechanical Services:</b>		
Air Handling Units and Other Fans; Pumps; Pressurisation Unit; Controls; Boilers; Controls; HW Generators; Smoke Vents; Unit Heaters; Electric Water Heaters; Radiators; Boilers; Sterilisation; Hose Reel Booster Sets; Cold Rooms; Kitchen Equipment and Showers	Period maintenance for inspection, testing, repairs and maintenance. Include changing filters, re-commissioning, water checks etc. Plant replacement and repairs on-going.	Quarterly

<b>Specification</b>	<b>Required Action</b>	<b>Frequency</b>
<p><b>Electrical Services:</b></p> <p>Sub-Station; LV Distribution; Stand-by Generator; Sub-Mains; Lighting; Emergency Lighting Installation; Normal; Emergency and External Luminaries; Power Installation; Fire Alarm; Public Address and TV Aerial Systems; Containment; Cell Call; Security and CCTV and Lightning Conductor System</p>	<p>Testing and inspection of the electrical services listed in accordance with HVCA and manufacturers' requirements.</p>	<p>Periodic</p>
<p><b>Hand Fire Appliances</b></p>	<p>Inspection, testing and re-charging.</p>	<p>Annual</p>
<p><b>LIFT INSTALLATION</b></p> <p>Lift in Community Building</p>	<p>Periodic maintenance and parts replacement.</p>	<p>Quarterly</p>
<p><b>EXTERNAL WORKS</b></p>		
<p><b>Grounds Maintenance</b></p> <p>Soft Landscaping consisting almost entirely of Grassed Areas</p>	<p>Grass cutting - inside main walls and broad grass strip outside walls. Tidying leaves, litter and applying weedkiller.</p>	<p>10 occasions each year (or otherwise to maintain grass at agreed levels in Maintenance Programme)</p>
<p><b>Hard Landscaped Area</b></p>		
<p>Tarmac Roads and Paths</p>	<p>Periodic inspection and provision for some Tarmac re-surfacing.</p>	<p>12 years</p>
<p>Wire Mesh Fencing (Exercise Areas and Sports Pitch)</p>	<p>Re-paint and re-new defective fencing.</p>	<p>7 years</p>
<p>Visitors' and Staff Car Parks</p>	<p>Re-mark white lined car park bays.</p>	<p>5 years</p>

**This is Schedule D to the Minute of Agreement between The Secretary of State for Scotland and Kilmarnock Prison Services Limited dated 10 November 1997 for the Design, Construction, Management and Financing of a Prison at Kilmarnock.**

Redactions have been made from this Schedule on the grounds that the information redacted is exempt from publication as its disclosure under the Freedom of Information (Scotland) Act 2002 would, or would be likely to, prejudice substantially the maintenance of security and good order in prisons or in other institutions where persons are lawfully detained. (35(1)(f) of the Act refers.) Sections where redactions have been made are marked \*.

## **SCHEDULE D: PART 1**

### **OPERATIONAL REQUIREMENTS**

#### **1. GENERAL PRINCIPLES**

##### **1.1 Mission and Statement of Purpose**

###### **1.1.1 Mission**

The Mission Statement of the Authority currently is:

- to keep in **custody** those committed by the courts;
- to maintain **good order** in each Prison;
- to **care** for Prisoners with humanity; and
- to provide Prisoners with a range of **opportunities** to exercise personal responsibility and to prepare for release.

In the operation of the Prison, the Contractor shall comply with the Mission Statement and shall ensure that its own mission, purpose and principles not only support, but advance, those of the Authority.

Without prejudice to its generality, to comply with the Mission Statement, the Contractor shall, at minimum:

- provide an innovative approach to Prison management, whilst meeting or exceeding all requirements of the Contract;
- provide a secure and supportive environment, free of all forms of discrimination, for all Prisoners convicted, sentenced, or on remand;
- ensure the health and safety of all Prisoners, visitors and staff;

- assess Prisoners with respect to their medical, educational, vocational and counselling needs;
- provide a wide range of Prisoner development programmes and services, encompassing offender behaviour training, basic education, counselling and vocational training, work experience and community re-entry training;
- encourage and provide opportunities for Prisoners to maintain and improve their personal and family relationships;
- encourage all Prisoners to actively participate in the programmes and services available at the Prison;
- ensure that Prisoners have full access to the courts, legal advisers, family, friends, counsellors, visits, telephone and correspondence;
- provide appropriate advice and assistance to Prisoners in connection with their legal cases and, as needed, for their personal development and sentence planning;
- have Prisoners ready on time for court and other appearances, properly clothed, fed and medically fit for travel; and provide appropriate secure escort services, where necessary;
- make Houseblock and cell assignments in accordance with statutory requirements;
- provide medical services responsive to the needs of the Prisoners and meet all applicable National Health Service standards;
- provide catering which is nutritionally sound, gives choice and is well presented;
- provide an active and diversified recreation programme; and
- work co-operatively with the Authority and all duly appointed representatives, providing them with access, as required, to the Prison, Prisoners, records and staff.

### 1.1.2 **Operating Principles - HM Prison, Kilmarnock**

The Contractor shall manage its business and deliver its services in a manner which is consistent with being a provider of custodial services to the Authority. This means the Contractor shall:

- operate within the strategic framework of the Authority and seek to play a full role in the delivery of its strategic and business plans;
- co-operate closely with other criminal justice agencies;



- recognise and respond to the sensitivities and obligations of the Authority;
- work with the Authority’s Scottish Prison Service Chief Executive and Board to deliver the aims, strategies, operational service standards and management targets of the Authority;
- establish with the Controller a culture of openness and sharing of information and procedures relating to HM Prison, Kilmarnock;
- work within an area, or any subsequent structural grouping, within the Authority and involve themselves in projects within the area;
- participate in management meetings and joint initiatives with the Authority or the Authority’s Scottish Prison Service Area Director (the “Area Director”); and
- seek to make added value contributions to the success of the Authority.

## 1.2 **General**

### 1.2.1 **Agreement etc of Proposals**

Except where part of the Operational Proposals (in respect of which Clause 15 of the Contract shall apply) where anything in terms of this Schedule is to be agreed with or by, or approved by, or submitted to, the Authority, the terms of Clause 15.3 of the Contract shall apply mutatis mutandis in relation thereto.

### 1.2.2 **Contractor’s Responsibility**

Where in this Schedule any particular manager, officer or post is stated as being responsible for certain matters, or is responsible for certain duties, any breach by such person shall, for the avoidance of doubt, be held to be a breach by the Contractor.

## 2. **STATUTORY PROVISION**

### 2.1 **Government Policy - The Prisons Act and Prison Rules 1996**

The Contractor shall comply with the Prisons (Scotland) Act 1989, Prisons and Young Offenders Institutions (Scotland) Rules 1994 (herein referred to as the “Prison Rules”), and any relevant associated Directions issued by the Authority.

The Contractor shall, and shall ensure that all Sub-contractors (and their sub-contractors), facilitate the exercise by the Controller of his functions under the Criminal Justice and Public Order Act 1994.

### 2.2 **Authority Prison Policy and Directions**

Changes to the Authority’s policy or procedures are communicated through a system of Circular Instructions from the Authority to Governors and/or changes to Standing Orders by the Authority.

The Authority shall determine the extent to which policy and procedural developments or changes apply to HM Prison, Kilmarnock. Where required by the Authority, the Contractor shall comply with any such policy and procedural developments or changes. If appropriate, a Notice of Change shall be issued by the Authority in accordance with the Contract. The Contractor shall satisfy the Controller that the necessary action(s) have been taken.

### 2.3 **Strategic Development**

The Contractor shall establish a Strategic Development process and prepare Strategic Development Plans in accordance with Clause 31 of the Contract.

### 2.4 **Controller**

HM Prison, Kilmarnock shall have a Controller, who shall be a Crown Servant, appointed by the Secretary of State.

The Controller shall have such functions as may be conferred on him by Prison Rules, including, but not restricted to:

- enquiry into and adjudicating on disciplinary charges brought against Prisoners;
- ordering the removal of a Prisoner from association with other Prisoners;
- ordering the temporary confinement of a Prisoner in a special cell;
- ordering the application to a Prisoner of any special control or restraint;
- monitoring, reviewing and reporting to the Authority’s Area Director and/or the Authority’s Prison Headquarters (the “Headquarters”) upon all aspects of the management and operation of the Prison; and

- investigating and reporting to the Authority's Area Director on any allegations made against any Prisoner Custody Officers (hereinafter referred to as "PCOs") performing custodial duties at the Prison or Prison Officers who are temporarily attached to the Prison.

## 2.5 **Visiting Committee**

The Contractor shall comply with all requirements of the Prison Rules relating to Visiting Committees, especially those relating to access to:

- the Prison; and
- all Prisoners.

The Contractor shall provide all necessary facilities and resources to ensure the Committee can fulfil its role, responsibilities and duties.

## 2.6 **HM Chief Inspector of Prisons ("HMCIP")**

The Contractor shall provide all necessary facilities and resources to ensure the Inspectorate can fulfil its role, responsibilities and duties.

## 2.7 **Parole and Early Release**

The Contractor shall comply with all statutory requirements to provide facilities, systems and procedures to ensure that eligible Prisoners receive due consideration for parole, early or discretionary release, and for any possible supervision after discharge.

### 3. **STATEMENT OF ESTABLISHMENT PURPOSE**

#### 3.1 **Scope/Flexibility**

The Contractor shall ensure that HM Prison, Kilmarnock suitably accommodates any mix and range of male Prisoners, including young offenders and Prisoners allocated to the Authority's National Facility Agreement places.

The Prison shall not be expected to accommodate:

- female Prisoners; or
- more than 5 Category "A" Prisoners.

#### 3.2 **Additional Prisoner Places**

If required by the Authority, the Contractor shall operate HM Prison, Kilmarnock up to a maximum of 692 Prisoner places. The Contractor shall require to provide sufficient staffing and other necessary resources and facilities to ensure available accommodation and maintenance of the full regime for all Prisoners.

#### 3.3 **Short-Term Doubling**

Short-term doubling shall only be permitted, and then only to a maximum level of 25 cells, with the agreement of the Controller.

## 4. PRISON MANAGEMENT

### 4.1 Management

#### 4.1.1 Management Responsibilities

The Contractor shall bear ultimate responsibility for security and management of the Prison which shall include, at minimum:

- the safe, secure custody of all Prisoners;
- maintenance of discipline and order within the Prison at all times;
- compliance with internal quality processes;
- the employment and competence of staff, their safety and personal development; and
- public relations with the criminal justice fraternity and the community.

The Contractor shall ensure that the Director shall liaise closely with the Authority's Headquarters, the Area Director and with the Contractor's Head Office. He shall pay particular attention to liaising with Governors of other Prisons and other relevant agencies in order to develop HM Prison, Kilmarnock.

#### 4.1.2 Management Structure and Availability

To enable delivery of the required service, the Contractor shall provide a structure incorporating 5 Management levels, with 4 roles within the structure:

##### **Management Levels**

- the Director
- Assistant Directors
- Operational Managers
- Houseblock and Unit Managers
- PCOs

##### **Management Roles**

- directing the business
- managing a core service
- team leading specific services
- front line service delivery
- front line service delivery

The Contractor shall ensure that:

- senior management are available within the Prison and/or 'on-call' 24 hours daily.

#### 4.1.3 **Responsibilities to Staff**

The Contractor shall require to show commitment to staff, which shall be demonstrated by:

- the provision of adequate training and development, both on initial employment and thereafter, to ensure that the skills of all personnel are recognised, developed and staff are given opportunity to contribute to operations;
- the professional management of staff, treating each member as a responsible individual;
- career development opportunities for all staff;
- keeping all staff in the picture, so they are aware, not only of their own contribution to the daily operation of the Prison, but also to the larger success of the facility and the company;
- provision of staff counselling; and
- being responsive and supportive to the Contractor's staff, at every level, honouring them as people of worth, with a significant contribution to make to the success of the Prison and the future of the Contractor.

The Contractor's policy statement on Drug and Alcohol Free Workplaces for staff shall be incorporated into personnel policies.

The Contractor shall incorporate a programme of stress awareness into new entrant training. Staff shall be given information on how to recognise the signs of stress in themselves and others and of the appropriate strategies to deal with such stress. An Employee Support Group shall be set up, including representatives from all levels of staff and medical personnel, which shall act as the focus of attention for this aspect of management. The Group shall organise staff support/debrief sessions which shall take place during and after any stressful incident within the Prison operations.

#### 4.1.4 **Security Manager**

The Contractor shall establish the post of Security Manager for the duration of the Contract.

The Contractor shall appoint, by September 1998, a fully trained Security Manager who shall be accountable to the Assistant Director (Custodial Services).

The Security Manager shall manage the day-to-day arrangements of security in accordance with the quality procedures in the Authority's Security Standards, and

the Contractor's Director's Rules and Handbook on Security. In particular, he shall manage the Security Department, including:

- Intelligence section;
- Gate section;
- Control and Communications Room;
- Drug Dog Handler;
- cross deployment , as necessary, of PCOs to activities outside their standard area of responsibility;
- liaison with the Police and other relevant outside agencies; and
- the maintenance of records.

#### 4.1.5 **Health and Safety Officer**

The Contractor shall establish the post of Health and Safety Officer for the duration of the Contract.

The Contractor shall appoint, by September 1998, a suitably qualified Health and Safety Officer who shall be directly accountable to the Director.

The Health and Safety Officer shall be responsible for all matters relating to Health and Safety, including the development, publication and review of a Health and Safety policy for the Prison.

The Health and Safety Officer shall be responsible for all staff training relating to Health and Safety.

He shall be a standing member of the Health and Safety Committee, which shall monitor all aspects of Health and Safety within the Prison and ensure that all parts of the Prison are subject to a Health and Safety audit, at minimum, annually. The outcome of audits and any action necessary as a result of them shall be monitored by the Committee. Central to the work of the Health and Safety Committee shall be a requirement to continuously improve standards.

Health and Safety policy and procedures shall be published and implemented by the Contractor as necessary.

The Contractor shall ensure that all staff are aware of their individual and corporate responsibilities for matters of Health and Safety.

#### 4.1.6 **Fire Precautions Officer**

The Contractor shall establish the post of Fire Precautions Officer for the duration of the Contract.

The Contractor shall appoint, by September 1998, a suitably qualified Fire Precautions Officer who shall be responsible for the introduction of and continuous adherence to a system of fire prevention. He shall have direct access to the Director. The following shall be among the major elements of the Fire Precaution Officer's duties:

- production and promulgation of evacuation plans and routes;
- training in fire safety matters of all new staff;
- arranging and overseeing of fire evacuation drills;
- maintaining liaison with the local Fire Service;
- provision and maintenance of Short Duration Breathing Apparatus ("SDBA") equipment and fire fighting equipment;
- SDBA training of all physically able staff; and
- ensuring preparation of risk assessment procedures for meeting any other requirements of the Fire Precautions (Workplace) Regulations 1997 and any subsequent relevant legislation.

The Fire Precautions Officer shall be a standing member of the Health and Safety Committee.

Fire precautions policy and procedures shall be published and implemented by the Contractor as necessary.

#### 4.1.7 **Authority Area Director**

The Contractor accepts that the Area Director shall have operational oversight of the Prison.



## **5. STAFF MATTERS AND CERTIFICATION OF PCOs**

### **5.1 Personnel**

#### **5.1.1 Personnel Policy**

Six months prior to the Contractual Opening Date, the Contractor shall provide to the Authority, as part of the Operational Proposals, Staff Handbook(s) detailing all Personnel Policies, Conditions of Service, and Grievance, Disciplinary and Appeals Procedures.

#### **5.1.2 Staff Complement**

The Contractor shall recruit, train and maintain sufficient staff to meet all obligations and provisions of the Contract, including cover for training, annual holidays, sick leave and emergencies. Initial staffing levels are as detailed in Annex A.

Six months prior to the Contractual Opening Date, the Contractor shall provide details of the delivery of non-core functions, whether by PCOs or other staff, to be agreed with the Authority as part of the Operational Proposals.

The Contractor shall be bound to comply with the terms of paragraphs 1 and 3 of Annex A, annexed as relative to this Part of this Schedule. For the avoidance of doubt, staffing levels shown in said Annex A are indicative only.

#### **5.1.3 Additional Staff Support During Early Operations**

As well as the staffing levels detailed at Annex A, with effect from the Actual Opening Date, the Contractor shall provide sufficient additional resources to ensure that any potential difficulties during initial operation of the Prison are managed satisfactorily.

#### **5.1.4 Equal Opportunities**

The Contractor shall comply with all relevant legislation affecting the recruitment and employment of staff. The Contractor shall not discriminate against any person on the grounds of race, colour, ethnic or national origins, disability, sexual orientation or religious belief.

The Contractor shall make efforts to recruit and retain the services of disabled persons in positions which are suitable or can be adapted for a person with disabilities.

The Contractor shall develop an Equal Opportunities policy statement which shall be drawn to the attention of all staff, Prisoners, visitors and other persons involved with the Prison. The policy statement shall be reviewed at least annually and a copy of the policy and any amendments shall be provided to the Authority.

The Contractor's policy on Equal Opportunities shall be displayed around the Prison.

#### **5.1.5 Staff Uniforms**

Six months prior to the Contractual Opening Date, the Contractor shall specify a uniform which shall be agreed with the Authority as part of the Operational Proposals.

Uniforms shall include a badge showing each individual's name and job title. The Contractor shall ensure that upon leaving service, any employee returns all items of uniform, including identity badges and PCO Certificates.

Staff certified as PCOs shall also carry a photographic ID issued by the Authority.

### **5.2 Selection and Recruitment**

#### **5.2.1 Security Vetting**

Prior to employment, the Contractor shall submit to the Authority, information as required, on all applicants to enable the Authority to satisfy itself that each applicant is a fit and proper person, has satisfied all security checks and has successfully completed appropriate training (see Section 7.2.2 of this Part of this Schedule).

#### **5.2.2 Selection and Recruitment of Prisoner Custody Officers**

The Contractor shall ensure that:

- potential PCOs shall be required to meet defined minimum academic standards and undergo a physical examination prior to employment. They must meet minimum standards for eye sight, hearing, general stamina and ability to perform required duties. To further this process, psychometric testing and screening shall be used to identify those having undesirable personality traits;
- the Contractor shall employ its staff on the basis that their employment is subject to maintenance of physical fitness for the role. A fitness assessment requirement shall be included in their terms and conditions of employment;
- six months prior to the Contractual Opening Date, the Contractor shall be required to specify all minimum standards detailed above and agree these with the Authority as part of the Operational Proposals; and
- PCO Certificates issued by any organisation other than the Authority are not valid in Scotland and any staff who currently hold such Certificates shall require to be re-assessed/certificated by the Authority.

### 5.2.3 **Specialists**

Where functions are to be performed by individuals who require specialist qualifications, the Contractor shall recruit such individuals who shall hold, as a minimum, current relevant qualifications acceptable to their respective recognised body.

### 5.2.4 **Estate Maintenance and Support Services**

The Contractor shall recruit competent individuals with appropriate experience who shall be suitably qualified in their own field and, where appropriate, trained and certificated as PCOs to meet the operational requirements of the Prison.

The Contractor shall ensure that only appropriately qualified, certificated or authorised personnel shall be employed on any task where such qualification is required.

## 5.3 **Training and Development**

### 5.3.1 **Policy**

Six months prior to the Contractual Opening Date, the Contractor shall provide to the Authority, for approval, as part of the Operational Proposals, a training and development policy to meet the needs of the Prison. This shall include, but not be restricted to:

- Induction;
- PCOs Certification;
- Core and Other Areas of Expertise;
- Management/Heads of Department;
- Incident Command;
- Control and Restraint;
- Health and Safety;
- Fire Evacuation and SDBA;
- First Aid;
- Information Technology; and
- Prisoner Records Application.

The training and development policy shall:

- be reviewed annually, at minimum;
- take account of the emerging needs of the Prison; and
- meet the identified needs of staff.

### 5.3.2 **Responsibility for Training**

The Contractor shall be responsible for staff training and development. This shall be designed to:

- enhance staff knowledge and skills; and
- continuously improve the quality of service.

### 5.3.3 **Management/Head of Department Training**

The Contractor shall provide a training/development programme to equip Managers or Heads of Departments to fulfil their specialist roles. These may include:

- management of serious incidents;
- management of hostage negotiations;
- management of Intervention Teams;
- management of security; and
- personal development.
- Finance/Budgets;
- Personnel Management
- Criminal Legislation; and
- Regime Development.

### 5.3.4 **Training of PCOs**

The Contractor shall ensure all training leading to certification of PCOs is validated by, and completed to the satisfaction of, the Authority.

Six months prior to the Contractual Opening Date, the Contractor shall provide, as part of the Operational Proposals, a training programme in core and other areas of expertise to be validated by the Authority. Information required for validation shall include the overall aims and objectives of the programme(s), details of location and delivery of training, prioritised schedule of training, candidate assessment and testing procedures, and monitoring, review and evaluation processes.

Allowance may be given for existing training and experience to count towards certification. The Contractor shall be required to provide a training programme tailored to individual employees which must be validated by the Authority.

### 5.3.5 **Incident Command Training**

Six months prior to the Contractual Opening Date, the Contractor and the Authority shall agree, as part of the Operational Proposals, suitable dates for Incident Command Training which shall be provided by the Authority's Instructors at a charge. All other resources shall be provided by the Contractor.

Four weeks prior to the Contractual Opening Date, the Contractor shall ensure a minimum of 96 C&R trained PCOs and a sufficient number of trained senior managers are available to manage an incident of any type.

The Contractor shall ensure there shall be a sufficient number of trained staff available 'on-call' to assist in incidents and to fulfil the requirements of the mutual aid agreement (see Section 7.8 of this Part of this Schedule).

#### **5.3.6 Control and Restraint Training (“C&R”)**

As part of the Certification process, the Contractor shall ensure that all staff to be certificated as PCOs shall complete C&R training in the Authority's Levels 1 and 2 using techniques as authorised by the Authority.

The Contractor shall ensure all Trainers are assessed and licensed by the Authority. Trainers shall require to be re-licensed annually by the Authority.

The Contractor shall ensure a minimum of 96 PCOs are fully trained at all times to the Authority's C&R Level 3. The Contractor must purchase Level 3 training from the Authority.

All staff trained in C&R must receive refresher training. This requirement shall be one day per PCO per year for Levels 1 and 2, and 2 days for Level 3. The Contractor shall agree with the Authority, as part of the Operational Proposals, a suitable programme to achieve this.

The Contractor shall appoint a member of staff as a C&R Co-ordinator to facilitate all C&R training and liaise with the Authority as required.

#### **5.3.7 Intervention Exercise**

The Contractor shall be required to stage an intervention type exercise(s) a minimum of 4 weeks prior to the Contractual Opening Date to satisfy the Authority that it has the ability to manage individual or concerted incidents of Prisoner violence/disruption.

The Contractor shall provide 14 days' notice to the Authority prior to the staging of any intervention exercise.

#### **5.3.8 Health and Safety Training**

The Contractor shall provide a basic Health and Safety training programme for all staff which shall form part of the staff induction procedure. Through the Health and Safety Officer, the Contractor shall ensure that all staff receive continuing training and are aware of and understand all statutory and other requirements.

#### **5.3.9 Fire Evacuation Training (including SDBA Training)**

The Contractor shall provide training programmes on fire evacuation and SDBA during staff induction.

Through the Fire Precautions Officer, the Contractor shall provide a programme of refresher training.

The initial training shall be a minimum of 4 hours per person, with one hour refresher training every 12 months. Practical training in donning and start-up procedures shall also be provided every 2 months.

The Contractor shall ensure that, at minimum, one team (3 members) of trained staff shall be available in the Prison at all times.

#### **5.3.10 First Aid Training**

The Contractor shall provide qualified First Aid Trainers who have been trained and examined by a recognised authority.

The Contractor shall ensure that sufficient numbers of staff have received a full 5 day certificated training course from a recognised certificating authority.

The Contractor shall provide a programme for refresher training and re-certification of staff in accordance with the certificating authority's requirements.

#### **5.3.11 Prisoner Records ("PR") Application**

The Contractor shall ensure sufficient trained staff to meet the operational requirements of the Authority's PR Application.

The Contractor shall make arrangements:

- with the Authority for the training of the PR Co-ordinator;
- with the Authority for the training of designated staff as PR Trainers;
- for the Contractor's PR Trainers to train other of their personnel; and
- for refresher training and training in PR upgrades, as appropriate.

Four weeks prior to the Contractual Opening Date, the Contractor shall arrange a test to confirm users' operational capability and satisfy the Authority as to arrangements for future training.

### 5.3.12 **Support Staff**

The Contractor shall provide an induction programme (40 hours Non-Custody Course). The course shall include, but not be restricted to, modules such as:

- Prison security awareness;
- confidentiality of Prisoner records;
- personal security;
- key control training;
- tool control;
- searching;
- Health and Safety within the Prison environment;
- AIDS/HIV awareness;
- C&R breakaway techniques;
- fire and evacuation procedures;
- statutory obligations; and
- the Authority's policy and structure.

### 5.3.13 **Annual Training and Development Plan**

The Contractor shall provide development training which:

- provides all staff with the opportunity to acquire new skills and knowledge;
- encourages personal development;
- encourages maintenance of satisfactory levels of competence and performance. Where necessary, this shall include refresher training to ensure re-certification/re-licensing; and
- provides all PCOs with a minimum of 6 days training per year.

Training plans shall be submitted, at least once a year, to the Controller.

## 6. **THE PRISONER**

### 6.1 **General Principles**

#### 6.1.1 **Secure Custody within a Positive and Safe Environment**

The Contractor shall ensure the provision of secure custody within a positive and safe environment. Key elements shall include:

- good order and discipline;
- positive relationships between staff and Prisoners;
- a balanced and structured regime that meets the needs of the individual Prisoner and motivates his participation;
- a just and fair system which recognises and takes account of legitimate rights and expectations of both staff and Prisoners;
- a system of Prisoner consultation which understands the Prisoner's need to manage his own life and influence the community in which he lives;
- a system of rules, incentives and sanctions which are published, explained, understood and justly applied, directly linked to a counselling and informal warning system which supports and enforces the environment of good order and discipline; and
- a clear, planned strategy for management of incidents.

#### 6.1.2 **Prisoner Population (Range of Possible Classes of Prisoner)**

The Contractor shall ensure that HM Prison, Kilmarnock shall suitably accommodate and manage any category and mix of male Prisoners which may include:

- untried Prisoners (adults/young persons on remand);
- convicted Prisoners awaiting sentence (adults/young persons on remand);
- sentenced Prisoners;
- specific classes of Prisoner (eg young Prisoners/persons awaiting deportation/immigration detainees/civil Prisoners);
- Prisoners allocated to the Authority's National Facility Agreement Places;
- Category "A" Prisoners; and
- young offenders.



The Prison shall not be expected to accommodate:

- female Prisoners; or
- more than 5 Category “A” Prisoners.

### 6.1.3 **Prisoner Classification**

See Section 9.2.6: (“Security Category/Classification”) of this Part of this Schedule.

## 6.2 **Prisoner Policies/Strategies**

Six months prior to the Contractual Opening Date, the Contractor shall establish and submit to the Authority for approval, as part of the Operational Proposals, a range of specified strategies relating to Prisoner management. These shall include:

### 6.2.1 **Communications**

The Contractor shall develop a Communications policy and strategy for all aspects of service delivery.

The policy and strategy shall be published and advertised throughout the Prison to staff, Prisoners, visitors and other persons involved in the Prison.

#### a. **Prison Information and Activity Committee (“PIAC”)**

A Prison Information and Activity Committee representing all areas of the Prison, including Prisoners, shall be established. This shall meet with Managers and the Prison Director on a weekly basis, with Prisoners contributing to the Agenda. Copies of minutes of these meetings, which shall not address individual Prisoner issues, shall be published in the Houseblocks.

#### b. **Prisoner Suggestion Scheme**

A Prisoner Suggestion Scheme shall be established to allow Prisoners to propose ideas for management of the Prison in areas outwith security and associated responsibilities.

#### c. **Celebration of Achievement Ceremony**

An Achievement Ceremony Scheme shall be introduced to support responsibility among Prisoners, provide a positive marker for their achievements and involve their families in their success.

### 6.2.2 **Prevention of Suicide and Self-Harm**

The Contractor shall have a strategy for the prevention of suicide and self-harm. This strategy shall include provision for:

- the appointment of a Suicide Intervention Co-ordinator;
- the Prison of a High Risk Assessment Team (“HRAT”), comprising:
  - a Suicide Intervention Co-ordinator;
  - a Psychologist/Counsellor;
  - a Clinical Manager and/or Registered Nurse;
  - a Social Work Team representative;
  - an appropriate Unit/Houseblock Manager; and
  - other staff members, as required
- training of all staff in the recognition of Prisoner at risk indications.

Immediately upon first arrival at the Prison, or any subsequent arrival following change in status, all Prisoners shall be screened and assessed for risk of self-harm or suicide. Those identified as being at risk shall be reviewed by the HRAT.

### 6.2.3 **Anti-Bullying Strategy**

The Contractor shall have an Anti-Bullying policy and strategy.

The policy shall be communicated to all Prisoners during the induction process, promoted through special events and displayed throughout the Prison.

Prisoners considered at risk shall be required to participate in programmes to develop assertiveness skills. Those identified as bullies shall be encouraged to develop skills to manage their emotions and communicate without bullying.

All staff shall receive training in the strategy so that they are aware of and understand the procedures involved.

### 6.2.4 **Death in Custody**

The Contractor shall develop a strategy and procedures for reporting and investigating every occurrence (see Section 7.8 of this Part of this Schedule).

Any death in custody shall also be fully inquired into by a senior member of the Operating Sub-contractor’s Headquarters and the Contractor shall prepare a detailed Investigation Report following such enquiries.

The Controller shall receive a copy of every Investigation Report.

#### **6.2.5 Smoking Policy**

Except for areas specifically identified as “smoking areas”, the Prison shall be a non-smoking environment.

Prisoners and staff shall be provided with information on the health risks of smoking.

#### **6.2.6 Equal Opportunities**

The Contractor shall not discriminate between Prisoners on the grounds of sex, colour, race, ethnic origin, age, disability, marital status, sexual orientation or religious beliefs.

The Contractor shall develop a policy statement, reviewable annually, which shall apply to and be drawn to the attention of all Prisoners, staff, visitors and other persons involved with the Prison. The Contractor shall produce detailed systems and procedures to ensure that HM Prison, Kilmarnock is fully monitored in all aspects of its activities and that no unlawful discrimination takes place, or where it is discovered, that prompt and effective action is taken.

The Contractor shall provide the Controller with a monthly report covering Equal Opportunities issues.

#### **6.2.7 Offensive Material**

The Contractor shall ensure that no material of a racially or sexually offensive nature or that is likely to cause offence to Prisoners, staff or visitors shall be permitted to be displayed anywhere within the Prison.

#### **6.2.8 Prisoners’ Request and Grievance Procedures**

The Contractor shall develop a system and procedures to allow Prisoners to make requests and air their grievances. These shall comply with requirements explicit in the Prison Rules and include Prisoners’ access to the Scottish Prisons Complaints Commissioner. The system and procedures shall provide for:

- information to be readily available throughout the Prison;
- Prisoners to be fully advised of all procedures during the induction period;  
and
- replies to requests/complaints to be issued within agreed published timescales.

## **7. SECURITY: PASSIVE AND DYNAMIC**

### **7.1 Security Responsibilities**

#### **7.1.1 Introduction**

The Contractor shall accept ultimate responsibility for security, ensure the balance between the passive and dynamic elements maintains security at a high level, and ensure a safe living and working environment to:

- keep in custody those committed by the Courts;
- maintain good order in the Prison;
- encourage positive staff/Prisoner relationships; and
- develop a setting in which Prisoners are able to commit themselves to the concept of using their imprisonment constructively.

### **7.2 Security - Staff and Non-Staff**

#### **7.2.1 Staff Security Awareness**

The Contractor shall ensure that staff in all specialisms and grades are aware of and fully understand the need to maintain the integrity of the Prison and to avoid being compromised in any form.

Measures shall include:

- all staff shall be trained and managed in a way which ensures they understand fully and have reinforced constantly the unique nature of their work. They shall understand clearly that the maintenance of security in all its aspects is a responsibility for which each has an equal share;
- Director's Rules and Post Orders shall specify ways in which staff shall operate in order not to be drawn into situations where security or control may be compromised; and
- Provision of a Staff Handbook on Security which emphasises the essential points of security awareness which shall be kept at the forefront of all staff's attention.

### 7.2.2 **Approval of Staff**

Approval of staff shall be undertaken in accordance with Clauses 25, 26 and 27 of the Contract. In addition:

- prior to offers of employment being made, applicants shall be required to undergo vetting by the Authority. Until such time that the Authority approves an individual for employment, no final offer, verbal or written, shall be made;
- applicants shall have to complete a Government security questionnaire which shall be submitted to the Authority in good time to enable the process to be completed before the individual is due to take up employment. This shall apply irrespective of status of employment and shall also apply to Contractors, Sub-contractors and volunteers;
- before vetting forms are submitted to the Authority, applicants shall have been processed through the Contractor's detailed screening process which involves:
  - the provision by each applicant of details, without break, of their personal employment history for a period of 20 years or to date from leaving school;
  - seeking and checking of references from the employers of all candidates selected for positions at Kilmarnock;
  - the checking of 2 personal references for each applicant; and
  - the checking of 2 business or trade references for each applicant who has declared periods of self-employment.
- further to this process, the Contractor shall seek additional detailed declarations from all applicants with respect to criminal or civil proceedings or offences.

### 7.2.3 **Security - Non-Staff**

The Contractor shall establish procedures to ensure:

- the security of persons not directly employed by the Contractor but admitted to the Prison to conduct business of some nature; and
- the integrity of the Prison while these persons are conducting their business.

Measures shall include:

- all persons visiting the Prison shall be liable to be searched upon entry;

- “non-permanent” staff who are employed for a duration and under circumstances which require them to move around the Prison independently shall be subject to security vetting before being admitted and shall be subject to an induction period before becoming operational;
- those whose business does not require them to move around the Prison independently shall be photo-imaged and electrically fingerprinted upon the presentation of bona fides, provided with a temporary pass and escorted by a member of staff wherever and whenever they move about the Prison; and
- in all cases, access to security or other sensitive material shall be limited to a strictly needs basis; those persons not having legitimate reasons for contact with Prisoners shall be denied it.

### 7.3 **Security Provisions/Systems**

#### 7.3.1 **Security Standards**

The Contractor shall take full cognisance of the Authority’s Security Standards, using these as benchmarks to seek continuous improvement in security related matters, and shall establish a system of security reviews.

The Contractor shall promote a strategic and pro-active approach to the management of security, with an appropriate emphasis on the assessment of risk.

The Contractor shall review within each 12 month period, and update, the Security Manual and Contingency Plans accordingly.

#### 7.3.2 **Security Manual**

Six months prior to the Contractual Opening Date, the Contractor shall submit a security manual (the “Security Manual”) for approval by the Authority as part of the Operational Proposals. The Security Manual, the contents of which shall include, at minimum, local and national procedures, Director’s Rules and a Handbook on Security, shall meet operational requirements for managing security of the Prison on a day-to-day and emergency basis. The Manual shall be reviewed and updated in conjunction with security review recommendations, the Authority’s Circular Instructions and statutory obligations.

#### 7.3.3 **Communications Room \***

The Communications Room shall provide 24 hour daily surveillance and monitoring of the Prison.

The Contractor shall ensure that staff working in the Communications Room are fully trained and fit to carry out their duties.

The Contractor shall ensure that all equipment is adequately maintained and fully functional at all times.

The Security Manager shall have day-to-day oversight of the Communications Room.

#### 7.3.4 **Perimeter Security**

The Contractor shall provide passive and dynamic security consistent with the secure containment of Prisoners at Category “B” and as appropriate, Category “A” classification.

#### 7.3.5 **Integrated Systems \***

The Contractor shall establish integrated security systems and procedures to ensure effective secure custody of all Prisoners and deter intrusion.

These shall include, at minimum:

- response procedures for the availability of dedicated staff to respond to any alarm call;
- 24 hour daily control and monitoring of all security systems from a Central Communications Room by a team of specifically trained staff;
- provision of perimeter security and fence checks/patrols, consistent with the nature of the Prison.

#### 7.3.6 **Prison Buildings \***

The Contractor shall ensure that the security of all buildings is consistent with the secure containment of Prisoners up to Category “A” and “B” classification.

The Contractor shall establish security systems and procedures to prevent damage and inhibit wall scaling and roof climbing by Prisoners. These shall include, at minimum:

- zoning the Prison with security fencing;
- denying access to the vicinity of buildings, especially single storeys, to all but a selected group(s) of Prisoners.

#### 7.3.7 **Entry Building Complex \***

The entry building shall form an integral part of, and the only breach in, perimeter security. The Contractor shall establish systems and procedures to ensure its security.

The Contractor shall ensure that all persons entering the Prison are received and dealt with in a way which ensures thorough security measures and prevents the introduction of contraband but does so in a courteous manner in a non-threatening

environment. A similar philosophy shall apply during the screening of visitors leaving the Prison to ensure no Prisoner escapes by this means.

Security measures shall include, at minimum:

- a Gate Office located, equipped and staffed with trained staff to best facilitate control of traffic, both vehicular and pedestrian, in and out of the Prison;
- the searching of all vehicles;
- display of statutory notices.

Staff and Prisoners' visitors shall enter and exit the Prison by separate routes within the entry building. Provision shall also be made for:

- a key issue point on the secure (clean) side of the interlock;
- a facility, within an interlock, to search staff, to screen them by using a metal detecting portal and to x-ray any baggage;
- a facility, within an interlock, for staff to search visitors by using metal detecting equipment and to x-ray any baggage;
- flow arrangements for Prisoners' visitors, including a facility for video imaging, fingerprint identification and confirmation of identity, both on entry and exit;
- a facility for video image and fingerprint(s) identification of all official visitors, both on entry and exit;
- dedicated search teams; and
- a drug detection dog and/or such other drug detection device, subject to the agreement of the Authority.

The Entry Building shall also, at minimum, provide the following additional security facilities:

- Incident Command facilities;
- Communications and Equipment/PABX Room;
- C&R Equipment Store; and
- Dedicated Search Team Office.



### 7.3.8 **Secure Corridor Provisions \***

The Contractor shall provide secure corridors linking the Prisoner accommodation and Prisoner activity areas. All movement through the corridors shall be restricted, at strategic points, by either manually or electronically controlled gates, supported by intercom facilities and CCTV surveillance monitored from the Communications Room. Communications Room staff shall have the facility to restrict or stop all movement in the corridors.

Entry to and exit from Houseblocks and individual units shall be via remotely controlled electronic doors controlled by the Unit Control Officer.

Corridors shall permit discreet movement during emergency conditions.

The Contractor shall zone the internal Prison site to restrict Prisoner movement within the Prison.

### 7.3.9 **Security Locking/Control of Keys**

The Contractor shall be responsible for all security locking and, in the event of a key/lock compromise, re-locking, as required.

The Contractor shall ensure that the Assistant Director (Custody) shall be responsible for overall control and operational oversight of security locking keys, inventories and procedures.

Six months prior to the Contractual Opening Date, the Contractor shall, as part of the Operational Proposals, provide a full locking schedule, including manufacturers' specifications and maintenance details. The Contractor shall also, as part of the Operational Proposals, agree with the Authority contingency arrangements for re-locking in the event of a key/lock compromise to the Authority.

There shall be secure storage facilities for all security keys.

There shall be separate secure storage facilities for all security locks and their maintenance.

The Contractor shall establish procedures for the secure issue and return of security keys.

Checking of keys for tally and damage shall be carried out, as a minimum, at unlock, at the changeover of each main shift, and at lock-up.

Any discrepancy discovered in key and/or locking systems shall be reported immediately to the Assistant Director (Custody), the Director and the Controller.

### 7.3.10 **Routine Operational Communications**

The Contractor shall establish procedures for internal and external operational communications systems that are reliable, secure, flexible in use and simple to operate.

### 7.3.11 **Internal Communication \***

The Contractor shall ensure that the allocated U/VHF radio frequency band(s) is/are confined solely to use for custodial operations purposes at HM Prison, Kilmarnock.

The Contractor shall install a U/VHF radio computer controlled system.

The system shall have built-in signalling and selective calling capabilities to optimise band width usage by allowing multiple users to share a single channel.

Individual handsets shall be capable of being isolated.

All equipment shall be fully functional and adequately maintained.

All staff shall be fully trained in the use of the radio system(s).

The Contractor shall provide a minimum of 68 operational hand portable radios, not including a reserve of 15 for emergency use.

### 7.3.12 **Staff Alarms \***

The Contractor shall provide staff alarm systems.

### 7.3.13 **Intercom System**

The Contractor shall provide an intercom system to facilitate the management of Prisoner movements.

Intercom positions shall be located in:

- the Main Control Room; and
- Wing Control Rooms

and at entrances to:

- the Community Centre;
- the Kitchen;
- Visits; and
- Healthcare.

Additional internal communication systems shall include, but not be restricted to:

- a telephone system (external/internal);
- dissemination of Director's Rules and Post Orders;
- team briefings;
- Director's hour; and
- Staff Information Room.
- maintenance of dialogue with the Authority, including its Headquarters and Area Director; and
- liaison with external agencies and emergency services.

#### **7.3.14 Security of Vehicles and their Occupants Within the Prison**

The Contractor shall apply the following procedures to vehicles, their occupants and contents when within the Prison:

- all vehicles shall be thoroughly searched prior to entering and before leaving the Prison;
- gate staff shall monitor the vehicle via the vehicle lock CCTV system;
- the vehicle shall be escorted to and from its destination within the Prison by a member of Prison staff;
- the Gate Officer shall inform the Communications Room of the destination within the Prison of any vehicle. Control has the authority to order a delay in admitting a vehicle, if necessary;
- vehicle drivers shall not be allowed to communicate with Prisoners;
- if Prisoners have been in the vicinity of a vehicle for any reason, the PCO in charge of them shall conduct a roll check before the vehicle moves away;

- unless their presence is absolutely essential, persons other than the driver of the vehicle shall remain at the gate whilst the vehicle is within the Prison;
- no staff cars shall be allowed within the Prison without the express authority of the Director or Duty Director; and
- if, for any reason, a vehicle is left unattended within the Prison, it shall:
  - be fully locked with the ignition key removed and any vehicle alarm and immobilisation activated; and
  - be searched prior to it moving from one secure zone to another.

## 7.4 **Security - Prisoners**

### 7.4.1 **Security Classification of Prisoners**

The Contractor shall adhere to the Authority's Prisoner Classification procedures.

The Contractor shall initially allocate all Prisoners to Category "B", if not Category "A", until fully re-assessed during the induction process when they shall be allocated a security category based on their assessed security risk.

The Contractor shall establish security procedures for the management of Prisoners identified as an escape risk.

The Contractor shall ensure the staff involved are fully trained in security category allocation and understand the principles that govern each decision reached.

### 7.4.2 **Category "A" Prisoners \***

The Contractor shall adopt similar procedures to the Authority's Standing Instructions for the Identification and Management of Category "A" Prisoners. Prior to the Contractual Opening Date, procedures shall be in place for the identification and management of such Prisoners.

### 7.4.3 **Difficult Prisoners**

The Contractor shall operate in accordance with the Authority's National Facility Arrangements ("NFA"). A Prisoner received under the NFA shall be presumed capable of living in normal accommodation and have the opportunity to settle down and use his time constructively.

On arrival, he shall be subject to a custom designed induction programme and invited, as an equal participant, to enter into a compact with the Prison to conform and conduct himself to acceptable standards.

On completing this process, his case shall be reviewed and his conduct and commitment then measured daily against the compact. If he continues to conform,

his status within the Prison shall be reviewed, at least monthly, and he shall be able to progress and earn further privileges.

Should he fail in his commitments, he shall, with the Contractor obtaining the necessary authority through the Controller from the Authority (Custody Directorate), be relegated to the Segregation Unit and subject to an alternative induction and regime process. The Contractor shall agree, as part of the Operational Proposals, these procedures and regime with the Authority.

To facilitate continuing dialogue and attempts to re-integrate such Prisoners, a multi-purpose room shall be provided in the Segregation Unit where they may be interviewed, counselled or participate in such group activities as are likely to persuade them to behave in a more constructive manner and thus enabling their return to the mainstream.

Permutations of the above plan shall be attempted during the Prisoner(s) stay at HM Prison, Kilmarnock.

At all times, the Contractor shall provide a regime compatible with the need for secure custody, good order, care and personal development.

#### 7.4.4 **Escorting of Prisoners \***

The Contractor shall be required to serve the needs of Courts in the Prison's catchment area, throughout Scotland and occasionally beyond, together with the needs of the Authority.

The minimum escort requirements shall be:

- to ensure the availability of remand Prisoners for escort to Courts for whatever purpose in the Prison catchment area, as and when required;
- movement of convicted and sentenced Prisoners to and from Courts for whatever purpose throughout Scotland;
- movement of Prisoners (all types) from HM Prison, Kilmarnock to other Prisons in Scotland;
- arrangements for special escort of Prisoners (all types), eg attendance at funerals, children's panels, home visits, hospital etc; and
- the requirement to escort remand Prisoners to Courts (a) for trial outwith the Prison catchment area; and (b) as witness(es) at trials, both within and outwith the Prison catchment area.

All escorts shall be in accordance with the Prison Rules.

The Contractor shall provide facilities and resources to ensure the secure escort of Prisoners. These shall include, but not be restricted to:

- dedicated trained staff team supported by cross-deployment of other PCOs, as required;
- 2 x 5 person cellular vehicles;
- mobile telephone systems; and
- use of the Authority Category “A” transport when required.

#### 7.4.5 **Escort of Category “A” Prisoners Outwith Prison**

In cases where a Category “A” Prisoner is required to leave the confines of the Prison, the Contractor shall advise, providing as much notice as possible, the Authority’s Headquarters (Custody Directorate), the Police and the receiving Prison/agency.

The Contractor shall arrange the availability of the Authority’s Category “A” transport with the Authority (Custody Directorate) who shall provide a vehicle and driver in accordance with the Contract. The Contractor shall be responsible for managing all aspects of the escort, including provision of escort staff.

The Contractor shall be responsible for the secure custody of Category “A” Prisoners requiring emergency medical care.

#### 7.4.6 **Security Procedures – Escorts \***

The Contractor shall provide a Handbook on Security for the benefit of Court Escort and Custody staff and shall ensure that staff comply with the procedures.

#### 7.4.7 **Humane Treatment - Escorts**

Prisoners shall be treated at all times with dignity. They shall not be exposed unnecessarily to public observation and every effort shall be made to protect Prisoners from ridicule.

Before being escorted, each Prisoner shall be certified as being fit for travel.

When travelling in cellular vehicles, all Prisoners shall be observed by the Escorting PCOs at least every 5 minutes.

Where journeys take more than 2½ hours in a cellular vehicle, arrangements shall be made for comfort stops at police stations or Prisons.

Drinking water shall be available for Prisoners during journeys.

#### 7.4.8 **Prisoner Accommodation**

The Contractor shall provide a safe, secure, controlled environment which shall encourage positive relationships and interaction between staff and Prisoners.

Staffing of the Houseblocks shall be consistent with the need for secure custody, good order, care and Prisoners' personal development.

The Contractor shall provide, at minimum:

- staff patrols of all areas of Houseblocks at frequent but irregular intervals;
- a minimum of 2 CCTV cameras in each unit, monitored by Houseblock and Communication Room staff;
- unimpeded sightlines;
- half-glazed association rooms;
- unobstructed views into showers, fitted with modesty screens;
- for movement out of and into Houseblocks and/or individual units to be controlled from the Houseblock control station; and
- continuity of staffing and the use of the Personal Officer scheme.

#### 7.4.9 **Prisoner Management \***

The Contractor shall provide safe, secure and controlled movement of Prisoners during normal and emergency conditions. Staff shall move with Prisoners so that the number of staff shall increase proportionately with the number of Prisoners in any location.

In the event of an emergency occurring which requires the withdrawal of staff, Prisoners may be contained in relatively small areas in conditions of security.

In addition to the security, control and safety benefits of these arrangements, the positioning of learning and work facilities in close proximity shall allow flexibility in the way Prisoners use their time. In its turn, this shall support the concept of responsible Prisoners negotiating a personal programme based on optimum options.

#### 7.4.10 **Patrol Periods**

The Contractor shall establish procedures to ensure the security and integrity of the Prison during designated patrol period(s). These shall include, but not be restricted to:

- provision of trained staff, including:
  - Duty Manager;

- PCOs designated as searchers;
- Healthcare Nurse;
- Cleaners; and
- PCOs who shall, at regular and/or specified intervals, visit all areas where Prisoners, including those on observation, are accommodated;
- standing instructions for fire orders for use by staff;
- a cell call system for Prisoners requiring assistance;
- permission for Prison managers and other authorised persons, eg HMCIP, to have access to the Prison for monitoring and audit purposes; and
- a patrol verification system which shall include provision for:
  - recording, the time of, staff visits to all required areas/cells at designated intervals; and
  - a print-out of the patrol recordings, for monitoring purposes.

#### 7.4.11 Prisoner Records (“PR”) Application

The PR application is a database designed to provide the Authority with accurate Prisoner information.

The Contractor shall use this application and:

- comply at all times with the Authority’s Information Systems policy, including any changes as may be notified from time to time.
- comply with the Authority’s PR operational standards;
- shall be responsible for supplying, installing and maintaining all workstations or other hardware required to enable it to comply with its responsibilities to input data to the PR application;
- shall be responsible for supplying, installing and maintaining workstations for the Controller and his staff;
- shall be responsible for providing the appropriate technical environment required for the successful operation of the PR application;
- shall be responsible for ensuring that the PR application is not compromised as a result of inappropriate use;



- shall appoint a PR Co-ordinator to liaise with the Authority;
- shall ensure sufficient trained staff to meet the requirements of operating the application;
- shall be responsible for inputting data to the application in respect of all Prisoners admitted to, detained at, and released from the Prison;
- shall input data to all modules of the application, as authorised by and/or varied by the Authority at any time;
- 3 months prior to the Contractual Opening Date, the Contractor shall submit to the Authority, for agreement as part of the Operational Proposals, contingency arrangements to ensure maintenance of normal operational requirements; ability to meet all commitments; and subsequent data recovery in the event of the application being unavailable for any reason; and
- four weeks prior to the Contractual Opening Date, shall arrange for the system to be tested and confirmed by the Authority as fully operational. At least 14 days' notice shall be provided to the Authority prior to testing.

#### 7.4.12 **Security Intelligence \***

The Contractor shall provide a system for the gathering, collation, analysis and dissemination of security intelligence, to be managed by the Security Manager.

#### 7.4.13 **Review of Security Systems \***

Monitoring of the above systems and the information they hold shall be conducted by the Assistant Director (Custodial Services) to whom the Security Manager shall report.

The Contractor shall ensure that themes or trends emerging from the monitoring of security systems shall be considered by the Security Committee as standing items on the Agenda for monthly meetings.

### 7.5 **Prisoner Discipline**

#### 7.5.1 **Breaches of Discipline**

Breaches of discipline which require recourse to the adjudication process shall be managed in accordance with the Prison Rules.

The Controller shall be responsible for the inquiry, adjudication and disposal of any charges and shall be provided with suitable accommodation within the Segregation Unit for this purpose.

The Director shall ensure that the Controller's adjudication awards are actioned.

### 7.5.2 **Discipline Procedures**

The Contractor shall operate according to the Prison Rules.

The Contractor shall:

- ensure that all staff are fully conversant with the Prison Rules;
- ensure that all staff are fully conversant and trained in the adjudication process and procedures; and
- ensure that all staff are fully conversant and trained in procedures relating to Prisoners under punishment and segregation.

Staff seeking to place a Prisoner on report shall consult a Manager in order to ensure that:

- placing a Prisoner on report is the appropriate way forward given all the circumstances;
- where it is appropriate to proceed, that all documentation is completed fully and accurately; and
- evidence in support of charges shall be wholly factual and objective.

The Controller's authorisation must be obtained to segregate any Prisoner.

The Contractor shall ensure that no Prisoner shall be segregated solely as a result of his being placed on report. Only in the absence of the Controller and as a matter of urgency, may the Director authorise the segregation of a Prisoner. In such circumstances, the Controller shall be informed without delay.

### 7.5.3 **Use of Force**

The Contractor shall comply with the Prison Rules in respect of the use of force.

The Contractor shall ensure that where the use of force is applied and Prisoners restrained, only those C&R techniques approved by the Authority shall be employed.

Handcuffs and/or body belt(s) shall be the only form of mechanical restraint in use.

In normal circumstances, the Controller's authorisation must be obtained for the use of force and restraints.

Only in the absence of the Controller, and in a matter of urgency, may the Director authorise the use of force and restraints. In such circumstances, the Controller shall be informed as soon as possible.

All staff engaging in use of force shall be fully trained in the application of Control and Restraint Techniques, Levels 1 and 2. All equipment shall be to a level and standard consistent with the nature of the Prison.

The Contractor shall have a system for recording of the incident and for the medical examination of the Prisoner(s) involved.

The following principles shall apply to the use of any kind of force:

- it is a last resort to be employed only to protect the Prisoner concerned or other persons or to prevent damage to buildings or equipment. The minimum necessary force or restraint shall be used and shall be stopped as soon as it is safe to do so;
- violent and refractory Prisoners shall be managed in a professional manner and C&R techniques shall be used only when absolutely necessary;
- planned use of force shall be recorded on video and shall be supervised by a senior member of staff; and
- there shall be times when force must be used spontaneously as a reaction to violence from a Prisoner. On these occasions, the Duty Director shall be informed as soon as the Prisoner is safely located and/or restrained. The Duty Director shall in turn notify the Controller without delay.

Prior to the Contractual Opening Date, the format of all C&R/Use of Force documentation shall be agreed with the Authority as part of the Operational Proposals.

The Contractor shall ensure that whenever force is used upon a Prisoner, the procedures listed below shall be followed:

*The Duty Director shall ensure that:*

- the Prisoner is seen immediately by a member of the Health Care staff and seen by a Doctor as soon as possible;
- the Controller shall be informed of the incident as soon as it has been dealt with;
- the incident is recorded in the Use of Force log book;
- the Use of Force Report Form shall be completed, providing details of all elements of the use of force. A copy shall be provided for the Controller immediately; and
- appropriate Prisoner observation procedures are implemented with such observations being documented.

#### 7.5.4 **Removal from Association**

The Contractor shall comply with the Prison Rules.

In normal circumstances, only the Controller may authorise removal of a Prisoner from association, or the temporary confinement of a Prisoner in his, or a separate, or a special cell.

Only in the absence of the Controller and as a matter of urgency, may the Director order the removal of a Prisoner from association, or the temporary confinement of a Prisoner in his, or a separate, or a special cell. In such circumstances, the Controller shall be informed as soon as possible.

The Contractor shall ensure there shall be no automatic separation on the grounds that a Prisoner was separately located on a previous sentence or in another Prison owing to instances of disruptive behaviour. Decisions shall be made on the basis of the individual's circumstances at the time.

The Contractor shall agree with the Authority, as part of the Operational Proposals, procedures to detain Prisoners under Rules 80 and 95 of the Prison Rules. These shall incorporate the requirement for the Controller to request the approval of the Authority in such circumstances.

#### 7.5.5 **Segregation Unit**

All removals to the Segregation Unit shall comply with the Prison Rules.

The Contractor shall have strategies to manage difficult Prisoners. These shall include, at minimum:

- the enlisting of active and committed co-operation from all Prisoners with responsibility being placed on the Prisoners themselves;
- acceptance of responsibility and constructive use of imprisonment being linked to the earned privileges scheme;
- completion of induction or re-induction at any subsequent stage of their time in the Prison;
- identification of those Prisoners who, for a variety of reasons, are not willing to commit themselves in the above ways with the same degree of willingness as others; and
- where difficulties remain, the Contractor shall continue to counsel and discuss individual circumstances with the Prisoners concerned until an acceptable way forward is agreed.

#### 7.5.6 **Drug Control Measures**

The Contractor shall strive to operate the Prison as “drug free”.

Measures shall include, but not be restricted to:

- dedicated search team(s);
- drug dog team and/or such other drug detection device, subject to the agreement of the Authority;
- mandatory drug testing;
- external visitors' reception;
- entry building searches of staff and visitors; and
- substance abuse support schemes.

#### 7.5.7 **Mandatory Drug Testing ("MDT") \***

The Contractor shall ensure that all procedures used in the MDT process shall, at minimum, be in accordance with the Authority's practices.

A dedicated MDT facility shall be located within the reception building.

The Contractor shall provide an MDT Manager who shall be trained and act as the Drugs Testing Co-ordinator. He shall have at his disposal a group of fully trained PCOs.

Costs for MDT shall be allocated to a separate auditable account.

A full-time Substance Abuse Counsellor shall be appointed. Access to specialist medical support shall be provided. Prisoners who are detected using drugs shall be supported as part of their personal development plan. Any detection result shall be included in the Prisoner's assessment and shall be a feature when determining his position on the privileges scale.

## 7.6 **Searching**

### 7.6.1 **Pre-Actual Opening Date Search**

Prior to the Actual Opening Date, the Contractor shall satisfy the Authority that a thorough search of the Prison and the estate has been conducted. The Director and Security Manager shall certify that each area has been searched and is free of all unauthorised items.

### 7.6.2 **Searching Programme \***

The Contractor shall have a searching programme and procedures which shall specify the frequency and content of the forms of searching.

The Security Manager shall oversee the searching programme which shall be published in the Director's Rules and Post Orders.

The searching programme shall include, but not be restricted to:

*Cell searching, including strip search of the occupant*

*Strip searches (in addition to those referred to above*

*Rub-down searches, including use of hand-held metal detector*

*Area searches (workshops, amenities, visits, reception/discharge)*

*Staff and non-Prisoner visitors*

*Vehicles*

*Correspondence*

PCOs and Managers, where they are involved in searching, shall sign to certify that the search has been conducted to the specified standard.

### 7.6.3 **Disposal of Contraband**

The Contractor shall establish procedures for the safe and legal disposal of contraband.

## 7.7 **Security - Visits**

### 7.7.1 **Visits to Prisoners**

Domestic visitors to Prisoners shall be treated as individuals in their own right and account shall be taken of their stressful circumstances.

### 7.7.2 **Visitors' Centre**

Visitors shall report initially to the Visitors' Centre outside the Prison, where they shall be:

- checked for identity against the booking system, or identified if visiting unconvicted Prisoners;
- subject to video imaging and fingerprint identification;
- required to leave all personal property in lockers provided; and
- required to hand in any property for Prisoners (this shall be searched and x-rayed prior to issue to Prisoners within 24 hours).

### 7.7.3 **Gate**

Visitors shall be:

- checked for identity by use of the video image and fingerprint identification reading station;
- subject to a rub-down search;
- scanned by electronic portal;
- required to pass footwear and outer garments through a rapid scanning x-ray device; and
- monitored by the drug detection dog and/or such other drug detection device, subject to the agreement of the Authority.

### 7.7.4 **The Visits Facility \***

In the Visits Unit, the following arrangements shall apply:

- seating and tables shall be fixed to the floor;
- the Prisoner shall sit in a designated position and shall wear Prison clothing. In the case of unsentenced Prisoners, the Visits Supervisor shall note formally the outer garments being worn and shall monitor the visit accordingly;
- supervision shall be consistent with the nature of the Prison;

Prior to being allowed to leave the Prison, visitors' identities shall be confirmed by using the video and fingerprint reading station. Facilities for this function shall be located:

- in the Visits unit, adjacent to the visitors' exit from the Visits room. This shall allow a further check of visitors' identities before they leave, if necessary; and
- at the secure interlock at the exit.

#### 7.7.5 **Prisoner Security \***

The Contractor shall ensure that:

- Prisoners proceed to visits via secure walkways under CCTV surveillance and staff supervision;
- Prisoners are searched both before and after visits;
- no items are taken into or brought from visits; and
- Prisoners are logged into visits by their ID card being checked against the ID system.

The Contractor shall provide supervision of the closed and official visits areas consistent with the needs of secure custody and good order.

### 7.8 **Incident Management**

#### 7.8.1 **Contingency Planning \***

Six months prior to the Contractual Opening Date, the Contractor shall submit to the Authority for approval, as part of the Operational Proposals, a full set of Contingency Plans for all emergency situations with proposals to demonstrate that these shall operate effectively.

Each plan shall include, but not be restricted to:

- an overview;
- individual action sheets for use by each of the main participants;
- aides memoire - standard actions; telephones, fax and pager numbers; and
- plans, diagrams etc.

Plans shall be distributed to designated key personnel. The plans shall be reviewed, at least annually by means of formally reviewing 1/12 of them at each monthly security meeting.

A Contingency Plan shall be tested every 2 months. This may be by means of a role play exercise or desk top exercise.



Each building within the Facilities shall be subject to a fire evacuation drill at least once a year. Drills shall involve emergency services wherever possible.

#### 7.8.2 **Strategy and Procedures \***

The Contractor shall comply with the Authority's Incident Management strategy and procedures.

During any incident, the Contractor shall accept that at any given time, dependent upon situation reports, the Authority's Director of Custody reserves the right to deploy Authority Incident Command Teams. This involves an Authority Incident Commander managing the incident with his teams whilst enabling the Director to manage the remainder of the Prison.

The Contractor shall provide all necessary personnel and resources, including the training and equipping of staff of all grades, to deal with any of the following:

- management of any type or level of incident without recourse to Authority assistance; and/or
- management of any type or level of incident with access to Authority mutual aid Incident Command Teams; and/or
- management of any type or level of incident including the most serious for such a period as is required prior to deployment of Authority Incident Command Teams, with the Director managing the remainder of the Prison following handover to the Authority Incident Commander.

The Contractor shall provide such staff as the Authority's Director of Custody shall reasonably require from time to time to form part of an Incident Command Team, whether at the Prison or any Authority establishment.

The minimum resource requirements shall be:

- an Incident Command room;
- accommodation to align with the Authority and Police concordat;
- both operational and tactical support equipment to align with that in use by the Authority and as detailed in Schedule B to this Contract;
- an operational support equipment store and changing areas;
- a daily list of available C&R trained staff;
- dedicated staff to attend to any alarm call; and
- PCOs trained in C&R Level 3 techniques.

### 7.8.3 **Incident Reporting**

The Contractor shall conform to the requirements of the Authority's Instructions regarding Security Briefing and Incident Reporting.

The Contractor shall also arrange for the following:

- investigation of all incidents to be conducted by a senior member of staff;
- use of a comprehensive incident reporting system and database. This shall provide Management at all levels with comprehensive data allowing the analysis, interpretation and action necessary as a result of incidents; and
- an incident reporting system to be monitored on a daily basis by the Director of Operations, being a senior officer or member of staff of the Contractor, at the Contractor's Head Office. This, in turn, shall ensure close monitoring and collation of data by the Operating Sub-contractor's Headquarters allowing remedial or preventative measures to be taken at an early stage.

### 7.8.4 **Intelligence Gathering During Incidents \***

The Contractor shall provide facilities for intelligence gathering during incidents.

## 7.9 **Control of Equipment, Tools and Stores**

### 7.9.1 **Systems and Procedures**

The Contractor shall operate systems and procedures which shall ensure tool, stores and equipment security. These shall include, but not be restricted to:

### 7.9.2 **Tools**

The availability of tools to be kept to a minimum.

All tools to be stored in lockable cupboards which shall have:

- a shadow board; and
- an inventory

Workshop and activity centre tools to be issued against a tally.

All tools to be returned at the end of each work session.

In locations other than workshops, the identity of the Prisoner taking the tool to be recorded. All tools to be returned prior to each roll check.

The officer in charge of each location where tools are held to certify, on a weekly basis, that all tools are present.

The weekly certificate to be delivered to the Security Office at the end of the Friday afternoon work period.

The Security Officer to check the certificates and collate their contents.

The Contractor's tool security strategy to include an audit trail.

### 7.9.3 **Tool Loss**

The loss of any tool shall be reported immediately to the Contractor's Head of Operations.

The Head of Operations shall consult the Director or Assistant Director (Custodial Services) to determine the level of search required.

On every occasion that a tool is lost, stolen or misplaced, a full investigation shall be conducted. The Assistant Director (Custodial Services) shall ensure that any necessary remedial actions are implemented.

### 7.9.4 **Stores and Equipment**

The minimum amount of stores and equipment shall be held on site.

The amount of stores or equipment in use shall be kept to the minimum necessary for the effective operation of the Prison.

Stores shall be issued to authorised personnel who shall assume accountability for them.

Stores, once issued and if not for immediate use, shall be held in designated secure storage areas in appropriate locations.

Prisoners shall not be permitted access to the storage areas, except under the direct supervision of a member of staff.

Searches for stolen or misplaced stocks and investigations into such events shall be conducted as for tool security.

## 7.10 **Failure of Utilities**

### 7.10.1 **Contingency Arrangements**

Six months prior to the Contractual Opening Date, the Contractor shall submit to the Authority, as part of the Operational Proposals, details of the contingency arrangements in the event of utility failure.

The Contractor shall ensure that contingency arrangements are in place in the event of failure of the utility services. In each case, the Contractor shall have contingency arrangements for the resumption of service(s) within 24 hours. In all cases of utility

failure, the Contractor shall ensure that meals can be served without significant change to the normal routine of the Prison.

The contingency requirements in respect of each utility are:

#### 7.10.2 **Gas (all buildings other than those separately listed)**

##### *Environmental Condition*

- The Contractor shall maintain the temperature in all buildings, other than the Health Care Centre, at a minimum temperature of 16°C in occupied areas without affecting their normal operation. The temperature of the Health Care Centre shall require to be maintained in accordance with the specifications in the Schedule A and Room Data Sheets.

##### *Hot Water Supplies*

- The Contractor shall be responsible for and shall put in place appropriate measures in the event of the loss of hot water in prisoner accommodation areas. In the Health Care Centre, the provision of hot water services shall be unaffected at all times. In the Kitchen, the provision of hot water must meet statutory requirements.

#### 7.10.3 **Electrical Failure**

The Contractor shall ensure that power supplies to the following services shall be unaffected by any interruption to the incoming electrical service:

- detection systems;
- alarm systems (including Fire Alarm Systems);
- cell call system;
- radio and personal alarm system;
- communication systems (telecommunications/data installation);
- emergency lighting; and
- surveillance systems.

#### 7.10.4 **Interruption to Services \***

The Contractor shall ensure that power supplies to the services as listed below shall not be interrupted for more than seconds.

- external/security lighting;

- Medical Centre;
- safety lighting;
- fire-fighting systems;
- entry building; and
- lighting and small power sockets.

Matters shall be arranged so that external security lighting and lighting to Prisoner accommodation shall come on earliest - ie at 20 seconds; other services shall come on in turn within the maximum time limit of 120 seconds; it shall be noted that during the period required for the emergency generator to provide back-up power, the Prison shall be adequately illuminated for the purposes of safety by emergency lighting.

The Contractor shall ensure that power supplies to the remaining plant and equipment shall be affected by an interruption to the incoming electrical service for no more than 10 minutes.

In relation to any generator supply permanently installed on the site, the Contractor shall demonstrate contingency plans for:

- fuel storage, including refuelling capacity whilst the system is running; and
- provision to provide alternate power supply at short notice, in the event of the permanently installed generator failing.

#### **7.10.5 Mains Cold Water**

The Contractor shall ensure that water supplies to the following services are maintained without interruption:

- sanitation, including wash down to kitchen areas and serveries;
- drinking supplies; and
- fire fighting.

#### **7.10.6 Telecommunications**

Full service shall be restored within 24 hours. Contingency measures, as agreed as part of the Operational Proposals with the Controller, shall be introduced, immediately upon loss, to provide continuity of essential communication links.

#### 7.10.7 Sewerage

In the event of a power cut, pumps failure or loss of rising main, for whatever reason, the Contractor shall have suitable contingency measures in place to store/dispose of all foul sewerage without causing back-up to the foul sewer system serving the facility.

## **8. CELLULAR ACCOMMODATION**

### **8.1 The Cell**

#### **8.1.1 Number of Cells**

The Contractor shall provide 502 ordinary cells and 2 cells for non-ambulant Prisoners in the living units, exclusive of any other accommodation set aside for segregation, punishment, Health Care or suicide precautions. The Contractor shall be required to provide a minimum of 500 Available Prisoner Places, and, if formally requested in accordance with Clause 34 of the Contract, up to 192 Additional Prisoner Places.

The 4 additional cells shall facilitate a programme of continuous refurbishment.

#### **8.1.2 Cell Occupancy**

All cells shall be for single occupancy except:

- for operational and/or health reasons, when permitted by the Controller; or
- when authorised by the Authority, Prisoners occupying Additional Prisoner Places shall be permitted to share cells; or
- when short-term doubling is permitted by the Controller.

#### **8.1.3 Equipping of Cells/Rooms**

At minimum, all cells and rooms shall be equipped with:

- 1 bed;
- 1 chair;
- 1 pinboard;
- 1 storage cupboard or wardrobe, with facility for hanging clothes;
- 1 mirror; and
- 1 table, containing a drawer.

When cells are used to accommodate more than one Prisoner, they shall be furnished with at least the following additional items:

- 1 bunk bed;
- 1 chair;

- 1 storage cupboard or wardrobe, with facility for hanging clothes; and
- 1 table, containing a drawer.

When Additional Prisoner Places are not required within any accommodation area(s), the Contractor shall, if required by the Authority, remove the bunk bed(s) and return the cell(s) to single occupancy status.

Similarly, when doubling for any reason is no longer required, the Contractor shall, if required by the Controller, remove the bunk bed(s) and return the cell(s) to single occupancy status.

Special cells located in the Segregation Unit shall be equipped with fixed furniture, providing a bed, chair and a table.

Unless otherwise agreed with the Controller, all equipment deficiencies shall be rectified within 24 hours of being reported.

#### 8.1.4 **Numbering/Marking of Accommodation**

All accommodation shall be numbered or marked in a conspicuous way within the building and on the outside wall, with the number or mark by which it is identified in the cell certificate.

#### 8.1.5 **Cell Doors and Locking**

Cell doors shall be constructed to include the following:

- standard inundation point;
- anti-barricade pivots;
- observation point protected by sliding metal cover; and
- supervision panel protected by a metal cover.

Locking shall be in accordance with the agreed locking schedule.

Cell locks shall be Class One, with Prisoner privacy facility.

#### 8.1.6 **Electric Power in Cells (“EPIC”)**

Electric power shall be installed in each ordinary cell and in the Health Care Wards. At the discretion of the Contractor, electric power may be installed in other Prisoner locations.

The Contractor shall ensure the system is safe, secure and capable of isolation, by staff, from outside the cell.



### 8.1.7 **Supervision**

The Contractor shall ensure effective observation/supervision of Prisoners while located in their cell. This shall be achieved by:

- a supervision panel in cell doors; and
- a telescopic viewer allowing observation of the cubicalised toilet.

### 8.1.8 **Communication**

The Contractor shall be required to ensure an effective cell communication system between Prisoners and staff. The system shall have the following features:

- indicator light outside the cell;
- repeater light on a mimic panel in the unit control room;
- repeater call on a panel in the Communication Room; and
- it shall be capable of being cancelled only at the cell door.

### 8.1.9 **Prisoners' Kit**

The Contractor shall ensure a level of kit for each Prisoner that shall enable him to meet his basic needs in terms of clothing, bedding, personal hygiene, eating and drinking.

Each Prisoner shall be provided with the following, at minimum:

- underpants x2;
- socks x2 pairs;
- trainers 1 pair;
- shoes 1 pair;
- T-shirts x2;
- PE kit (vest, shorts, socks) x1;
- sweatshirt x2;
- jeans x1;
- appropriate work clothes;
- waterproof suit, if necessary;

- bedding;
- eating and drinking utensils; and
- where appropriate, supply of equipment and articles to maintain personal hygiene needs.

All kit shall be in good repair and clothing items shall be well fitting. Arrangements shall be made to allow Prisoners to change any ill-fitting clothing. All in-cell/accommodation items shall meet the relevant European Standards or equivalent for fire retardation.

Each Prisoner shall have at least one set of kit in his possession at any time.

The Contractor shall ensure provision of, and access to, facilities, equipment and materials to ensure maintenance of personal hygiene standards.

Prisoners shall have access to cell cleaning materials.

#### 8.1.10 **Prisoners' Property**

The Contractor shall ensure that each Prisoner's personal property is limited to that which may be fitted into a standard size property box.

All Prisoners shall be clearly advised of the policy and procedures applying to property during the induction period.

The Contractor shall publish a list of personal property permitted in use. Other property shall be stored in a specified area of reception.

Exchanges of permitted property shall be allowed:

- on visits; or
- exceptionally by post if the Prisoner receives no visits.

#### 8.1.11 **Cell/Accommodation Certification**

At all times, when occupied by Prisoner(s), each cell, room and ward must hold a valid cell certificate in accordance with Clause 22 of the Contract. The certificate shall state the number of Prisoners each cell, room or ward may hold.

A cell certificate shall only be valid if granted by the Authority. The Director shall retain the original as authority for the cell accommodation to be in use. The Director shall ensure a copy of each certificate is submitted to the Controller.

#### 8.1.12 **Repairs**

Unless otherwise agreed with the Controller, all damage to cells shall be repaired within 48 hours of being reported.

## 9. **ADMISSION, INDUCTION AND RELEASE**

### 9.1 **Prisoner Admission**

#### 9.1.1 **General**

In accordance with the Contract, the Contractor shall not refuse to accept any Prisoner who has been sent to the Prison.

#### 9.1.2 **Reception Hours**

The Contractor shall ensure that reception shall be staffed and open daily Monday-Friday, 0600 hours to 2200 hours and Saturday-Sunday, as required, to manage any Prisoner movement (reception and/or discharge). The Contractor shall establish contingency plan(s) to permit Prisoner movement in emergencies outwith normal hours.

#### 9.1.3 **Reception Process**

The Contractor shall establish a reception process in accordance with the Prison Rules. This shall include, at minimum:

- warrant check to ensure the identity of each Prisoner;
- explanation of Prisoner rights;
- holding rooms where young persons or young offenders shall be segregated from adults;
- search area(s) where all Prisoners shall be searched;
- a property check area where Prisoners' property shall be examined, agreed as correct and signatures obtained;
- provision of changing area and showers;
- clothing/bedding issue area;
- dedicated medical examination room where medical inspections and suicide screening shall take place;
- facilities to provide Prisoners with a hot meal and drink, if circumstances require;
- access to a card phone;
- a photographing and fingerprinting facility. Prisoners shall be photo imaged and provided with an identity card upon arrival; and

- a pack shall be provided comprising essential toilet articles, writing materials and envelopes etc.

The Contractor shall ensure that during reception:

- Prisoners shall be held in conditions appropriate to their needs;
- each Prisoner's immediate physical and/or welfare needs are identified and acted on without delay; and
- no Prisoner shall be employed in the reception area whilst prisoners are being received or discharged.

#### 9.1.4 **Privacy**

The Contractor shall ensure the privacy of Prisoners during the reception (and discharge) process. Operating procedures shall ensure the confidentiality of all information relating to Prisoners.

#### 9.1.5 **Information on Arrival**

Upon arrival, the Contractor shall ensure that appropriate trained staff, including Reception Supervisor and Health Care staff, shall be available to offer initial advice and manage any immediate queries or concerns.

Every Prisoner shall be informed, both verbally and in writing, in a language he understands, of what the first 24 hours and subsequent 2 week induction period shall entail. An information video detailing facilities and other relevant facts regarding the Prison shall be shown to all Prisoners during the reception process.

Where there are any urgent personal, domestic or legal concerns, the Prisoner shall be given supervised access to a telephone, free of charge.

#### 9.1.6 **Prisoners' Warrants**

The Contractor shall ensure that the Prisoner received is the person named in the committal warrant or other legal order. This function shall be carried out by suitably trained staff.

Any doubts surrounding the warrant must be immediately resolved.

The Contractor shall ensure that there are secure storage facilities available to store warrants or other relevant documentation.

#### 9.1.7 **Challenge by Prisoners**

Should a Prisoner challenge the legality of his detention on reception, he shall be offered facilities to contact relatives, friends and/or a legal adviser.

#### 9.1.8 **Documentation**

A Prisoner shall not be refused admission nor be released on the basis of incomplete or inaccurate documentation until details have been verified with the issuing authority and there is clear evidence indicating that it shall be unlawful to continue to hold him in custody.

The Authority's Custody Directorate shall be consulted prior to refusing admission or releasing any Prisoner in such circumstances.

#### 9.1.9 **Prisoner Records**

The Contractor shall ensure the Authority's Prisoner Records application is updated, including:

- basic details to allow the identification of a Prisoner, including an electronic image which shall be entered within one hour of the Prisoner's admission; and
- the recording of full warrant details within 24 hours of admission.

#### 9.1.10 **Calculation of Sentence**

Within 24 hours of admission, the Contractor shall ensure the accurate calculation and verification of the effective length of sentence and inform the Prisoner of his Earliest Date of Liberation ("EDL"), Latest Date of Liberation ("LDL") and, if applicable, Parole Qualifying Date ("PQD").

Any subsequent changes to these dates shall be communicated to a Prisoner in writing within 24 hours of any change.

#### 9.1.11 **Health Screening on Reception**

The Contractor shall ensure that during the admission process, all Prisoners are screened by a member of the Health Care team. Any Prisoner whose circumstances give rise to concern shall be examined by a Medical Officer as a matter of urgency.

All Prisoners apart from those returning from court and day temporary release, shall be examined by a Medical Officer within 24 hours of reception.

#### 9.1.12 **Suicide Risk Screening**

The Contractor shall ensure that, on first arrival or any subsequent arrival following change in status, all Prisoners are screened for suicide risk or indicators of self-harm. Particular attention shall be paid to Prisoners whose status or circumstances have changed.

#### 9.1.13 **Cell Allocation**

The Contractor shall ensure that Prisoners are allocated to cells in accordance with Prison Rules.

The Contractor shall ensure that although Prisoners' preferences and/or needs may be taken into account, all cell allocations shall remain consistent with effective maintenance of security and control.

#### 9.1.14 **Prisoners' Property**

The Contractor shall ensure that all Prisoners' property, including valuables and cash, is recorded during the reception process.

The Prisoner shall sign that he agrees with the inventory compiled.

Valuable property and cash shall be held in the Cashier's Office for safe keeping.

Other property shall be stored in a specified area of reception.

All Prisoners' property, however received, shall be x-rayed.

The Contractor shall ensure that all Prisoners' monies are accounted for separately from other cash accounts. Sufficient funds shall be maintained at all times to meet the outstanding balance of such monies.

### 9.2 **Prisoner Induction**

#### 9.2.1 **Induction Process**

The Contractor shall ensure that there shall be an induction period for Prisoners during the first 2 weeks following admission. The induction process shall cover, but not be restricted to the following:

- local rules and general Prison regulations;
- identification of Prisoners' needs;
- sentence planning - personal development plan;
- activity programmes and opportunities;
- compact agreement system arising from the Prisoner development plan;

- Prison timetable and routines;
- request and grievance procedures;
- disciplinary procedures;
- morning surgery and medical procedure;
- shop access and privileges; and
- Prisoner committees.

The process shall result in developing the first stages of Prisoners' Sentence Plans.

### 9.2.2 **Identification of Prisoners' Needs**

An assessment of a Prisoner's needs shall be undertaken during the induction period, through the use of both testing and personal counselling. The Prisoner's own views shall form a vital part of this process. Needs shall be addressed in relation to, at minimum:

- personal issues;
- domestic issues;
- property;
- accommodation;
- employment;
- aftercare;
- classification;
- education; and
- work skills.

Comprehensive proforma(s) shall be used to ensure needs are assessed and to facilitate statistical analysis.

The first stages of sentence planning processes leading to the Prisoner's development plan shall be reviewed with the Prisoner. Prisoners already in possession of a sentence plan shall have the plan reviewed and, if necessary, altered. During this process, Prisoners shall be fully involved as equal partners. Any conclusions reached or plans made shall be by mutual agreement.



The induction team shall introduce newly received Prisoners to the following, at minimum:

- availability of individual and group counselling sessions;
- video presentations and receipt and discussion of written information;
- additional medical or physical testing, if necessary; and
- familiarisation with the Prison layout.

### 9.2.3 **Confirmation of Sentence**

Within 24 hours of reception, the Contractor shall confirm sentence dates to the Prisoner and explain the effect of possible “supervised” and/or “at risk” periods post release..

### 9.2.4 **Community Links**

The Contractor shall ensure that, during the induction process, the Prisoner’s future return to the community shall feature explicitly in the planning and compilation of his personal development plan.

Prisoners shall be provided with necessary materials to write to family, partner, friends and other contacts. Card phones shall be provided in all locations where Prisoners are accommodated.

The Contractor shall seek to involve a Prisoner’s family in his personal development plan.

### 9.2.5 **Induction Interviews**

During the induction period, the Prisoner shall have the opportunity to meet representatives of all functions and departments. These shall include, at minimum:

- the Chaplain who shall meet Prisoners in groups and/or individually;
- Counsellors and Social Workers who shall meet Prisoners in groups and/or individually;
- education staff who shall conduct diagnostic assessment tests and provide information on work and programme opportunities;
- PE staff who shall meet Prisoners to explain the PE programme and offer fitness training and the means to improve levels of fitness, where requested; and
- an Induction Officer who shall explain opportunities for work and training in other areas.

The Controller and Visiting Committee shall be invited to participate.

#### **9.2.6 Security Category/Classification**

The Contractor shall adhere to the Authority's Prison Rules and Prisoner Classification procedures.

The Contractor shall initially allocate all Prisoners to Category "B", unless Category "A", until fully re-assessed during the induction process when they shall be allocated a security category based on their assessed security risk.

The Contractor shall have security procedures for the management of Prisoners identified as an escape risk.

The Contractor shall ensure the staff involved are fully trained in security category allocation and understand the principles that govern each decision reached.

### **9.3 Prisoner Release**

#### **9.3.1 Release Procedures**

The Contractor shall establish arrangements and procedures to ensure that Prisoners are prepared for release at the time required, together with their property and cash, adequately clothed and fed and certified as medically fit to travel.

#### **9.3.2 Effective Day of Release**

The Contractor shall establish arrangements and procedures to ensure that:

- unless otherwise agreed with the Controller, a Prisoner is released by 0900 hours on the last day of lawful custody; and
- a Prisoner is released within 2 hours of a lawful direction being received or of outstanding fines being paid. Prisoners, so released, shall be given adequate funds and information to enable them to return to agreed destinations. The Contractor shall be responsible for informing any authorised source of the release(s).

### 9.3.3 **Subsistence and Discharge Grants**

The Contractor shall ensure all eligible Prisoners are provided with an appropriate amount of subsistence and/or discharge grant at the time of release.

### 9.3.4 **Discharge to Court**

The Contractor shall ensure that all Prisoners are adequately clothed, fed and certified medically fit to travel, and are:

- prepared for handover to the Police or other authorised authority; or
- available at court

at the time required.

The property, cash and valuables of every Prisoner shall be fully accounted for, agreed, signed for by the Prisoner, and shall travel to court with the escorting staff.

### 9.3.5 **Transfers**

The Contractor shall ensure that, except when in the interests of the Prisoner himself or when there are justifiable security considerations, Prisoners shall receive 7 days' notice of transfer to another Prison.

Except when in the interests of the Prisoner himself or when there are justifiable security considerations, Prisoners shall be permitted to notify, at minimum, their next of kin prior to the transfer.

At time of transfer, the Contractor shall ensure that all Prisoner's property, cash, earnings and health records accompany him to the receiving Prison.

All additional information, especially that relating to security and intelligence, shall either accompany the Prisoner under separate cover or be communicated as soon as possible.

Escorting Officers shall be fully briefed on security intelligence and relevant Health care information regarding the Prisoner.

### 9.3.6 **Temporary Release/Exceptional Absences**

The Contractor shall adhere to the procedures set out in the Authority's Statement of Purpose for Top-End Facilities and Special Escorted Leaves.

The Contractor shall establish procedures to consider applications from Prisoners for escorted absences for specific purposes (eg to visit a terminally ill relative or to attend the funeral of a close relative).

All recommendations for temporary release shall be endorsed by the Director prior to final approval by the Controller.



## **10. CARE AND SERVICES FOR PRISONERS**

### **10.1 Health and Hygiene - General**

#### **10.1.1 Health and Safety**

The Contractor shall comply with all Health and Safety legislation.

The Contractor shall develop a Health and Safety strategy and policy statement which shall be published and, at minimum, reviewed annually.

A comprehensive set of Director's Rules relating to Health and Safety shall be published and implemented at the Prison.

#### **10.1.2 Fire Precautions**

The Contractor shall develop and implement management systems and procedures for Fire Precautions and Safety. Arrangements shall be established to review these systems and procedures to seek continuous improvement.

A comprehensive range of Director's Rules concerning fire precautions and safety shall be published and issued for use at the Prison.

#### **10.1.3 Environmental Health Regulations**

The Contractor shall develop and introduce systems and procedures to comply with all Environmental Health Regulations. Arrangements shall be established to review these systems and procedures to seek continuous improvement.

The Contractor shall ensure that the Prison is maintained to a high standard of cleanliness and decorated, at a minimum, in accordance with Schedule C or more frequently if necessary.

#### **10.1.4 Inspections of Prison**

The Contractor shall establish a system of regular health and hygiene inspections of all areas within the Prison estate. In addition, the entire Prison shall be inspected at least 6 monthly in the interests of health and hygiene and a report shall be provided to the Authority on the heating, ventilation, hygiene, sanitary conditions, water supply, food, clothing, the general state of cleanliness and such other matters as may be appropriate.

The Contractor shall comply with all statutory requirements with regard to inspections by Health and Safety, Environmental Health and Fire Safety Officers and other Government Agencies. A copy of such reports, including any recommendations, shall be made available to the Authority.

#### 10.1.5 **Heating, Lighting and Ventilation**

The Contractor shall ensure that all areas of the Prison, where Prisoners live, work or are permitted to associate shall have adequate heating, lighting and ventilation to the standards prescribed in this Contract.

#### 10.1.6 **Cleanliness of Prison**

The Contractor shall develop and establish a cleaning programme for all areas of the Prison, detailing frequency and method of cleaning.

The Contractor shall ensure that all areas of the Prison, including outside areas, are maintained in a clean and tidy condition at all times.

The Contractor's programmes and procedures shall be reviewed formally by Health and Safety representatives and by the Health and Safety Committee on a quarterly basis.

#### 10.1.7 **Sanitation Facilities**

The Contractor shall ensure that Prisoners have unrestricted access to toilet facilities.

All facilities shall be fully maintained, functional and clean and shall conform with Environmental Health standards.

#### 10.1.8 **Drinking Water**

The Contractor shall ensure that drinking water shall be readily available to every Prisoner.

#### 10.1.9 **Laundry Facilities**

The Contractor shall provide:

- an industrial launderette on each Houseblock wing (ie 8 in the Prison) to launder smaller items of Prisoners' clothing and kit; and
- an industrial laundry in the workshed complex to launder larger items, including bedding.

#### 10.1.10 **Outside Areas**

The Contractor shall ensure that all outside areas, yards and surrounds are kept clean, safe and waste and vermin free.

An outside cleaning party shall service these areas at least twice daily.

## 10.2 **Personal Hygiene and Cleanliness**

### 10.2.1 **Personal Hygiene**

The Contractor shall provide all necessary supplies and facilities to enable Prisoners to establish high standards of hygiene and cleanliness. Supplies shall be available to Prisoners on request.

Prisoners shall be able to purchase a range of toiletries from their earnings or private cash at the Prison shop.

### 10.2.2 **Baths and Showers**

All Prisoners shall have access to a shower or bath at least once daily.

### 10.2.3 **Hairdressing**

All Prisoners shall have access to hairdressing facilities. The Contractor shall provide a hairdresser/tutor who shall be available to cut Prisoners' hair and to instruct Prisoners with suitable aptitudes in hair cutting.

### 10.2.4 **Disinfectant Tablets**

All Prisoners shall have access to disinfectant tablets with guidance on their use from the Health Care Centre.

Initial access and information shall be provided during induction and subsequently on request by Prisoners.

## 10.3 **Health Care**

### 10.3.1 **Policy**

Six months prior to the Contractual Opening Date, the Contractor shall submit to the Authority, as part of the Operational Proposals, a Health Care policy and planned quality standards for medical care which, at minimum shall:

- meet all statutory requirements and the standards of the National Health Service;
- include contingency plans for the local ambulance services and community hospital facilities; and
- provide details of a Quality Improvement Programme.

The Health Care Centre shall be designed and staffed to ensure:

- local emergency care is available 24 hours a day; and

- a response by a Health Care worker within 15 minutes of a request for emergency treatment.

### 10.3.2 Level of Provision

The Contractor shall provide a comprehensive Prisoner Health Care service as an integral part of the overall Prison programme. The service shall meet the requirements of the Authority's Prison Rules, all UK mandatory Regulations and the standards of the National Health Service.

A Clinical Manager shall be responsible for the administrative management of the Health Care Centre. The postholder shall be a qualified General or Mental Health Nurse with a high level of Nursing skills and management experience.

The Medical Officer shall work closely with the Clinical Manager to ensure that Health Care meets the required standards of performance and proper levels of care.

Health Care shall provide for the assessment, diagnosis, treatment and prevention of physical and mental disorder.

The service shall provide, at minimum:

- health screening;
- screening for suicide risk;
- Prisoner health promotion and disease prevention;
- dental services;
- psychiatric and mental health services;
- substance abuse management;
- emergency services;
- detoxification/intervention services; and
- in-patient facilities for up to 16 Prisoners.

The service shall encourage a "well person" approach, including the promotion of health, healthy eating, reduced smoking, increased exercise and harm minimisation in the areas of sexual behaviour and substance abuse.



### 10.3.3 Clinics

The Contractor shall make arrangements for contracted specialist consultancy services in at least the following areas:

- Orthopaedics;
- Genito-Urinary Medicine;
  - HIV;
  - Hepatitis B and C; and
  - STD
- Communicable Diseases; and
- General Psychiatry.

Where clinical judgement is that Prisoners need individual consultancy outwith the above areas, arrangements shall be made with the local NHS hospitals in order either for a Specialist to visit the Prison or for the Prisoner to be taken to the hospital. Suitable security arrangements shall be made in the latter case.

The Contractor shall discuss with the local Communicable Diseases and Infection Control Specialists a programme which integrates its care with that available in the community and, within this, ensure that its particular approach to Health Management in these important areas has the benefit of external experience and skills where this is an improvement on what shall be available in the Prison.

### 10.3.4 Quality Improvement Programme

The Health Care staff shall establish a quality improvement programme which continuously reviews the quality of services provided. The programme shall, at minimum:

- identify known or potential problems relating to Prisoner Health Care;
- objectively assess the problem;
- implement appropriate decisions or actions for resolution or minimisation of problems;
- monitor results to assure that desired outcomes are achieved;
- assure proper documentation of all actions; and
- periodically review Health Care for each Prisoner's compliance with the Health Care programme.

### **10.3.5 Waste Management**

The Contractor shall provide for the management and disposal of clinical waste, in accordance with the Environmental Protection Act 1990 and other relevant legislation or guidance.

### **10.3.6 Qualifications of Health Care Staff**

The Contractor shall ensure that all Medical Practitioners shall demonstrate that they are engaging in continual medical education by attendance at approved courses and that they shall be eligible to receive post-graduate educational allowance, if appropriate.

The Contractor shall ensure that all other Health Care professionals employed shall be appropriately qualified and hold a current registration certificate from the appropriate statutory authority to undertake the tasks allocated to them.

### **10.3.7 Nursing Skill Mix**

The Contractor shall ensure that the skill mix between Nursing staff includes staff trained, registered and experienced in General Medical skills and those with Mental Nursing skills and qualifications.

### **10.3.8 Availability of Care**

The Contractor shall employ a full-time Medical Officer, supported by locum cover.

Nursing care shall be available 24 hours a day.

Any request for emergency medical assistance shall be responded to within 15 minutes of the request being made.

### **10.3.9 Attendance by Medical Practitioner**

The Contractor shall provide a full-time Medical Officer supported by adequate locum time to ensure Physician cover.

The Contractor shall ensure a Doctor shall be “on-call” and available for consultation at all times outside normal attendance hours and shall attend as necessary.

The Medical Officer shall contribute to, as required, and manage requests or complaints from Prisoners regarding their health or medical treatment.

#### **10.3.10 Medical Records - Medical Advice to Management**

The Contractor shall ensure that adequate records are maintained in the Health Care Centre to provide an accurate account of overall medical management. These shall record, at minimum, details of all Prisoner consultations and encounters, occurrences information and instructions relating to individual patients. Procedures shall ensure the recording of sufficient detail to provide a guide for treatment management and a legal record of services provided.

Medical records shall be raised for all Prisoners during the reception and induction process. During the same period, previous medical records shall be reviewed by Health Care staff.

The Medical Officer shall be available to advise management, as required, and shall contribute to Prisoner management decisions as appropriate.

#### **10.3.11 Reports for Courts etc**

The Contractor shall ensure that medical and other reports for courts and/or other official bodies are provided as and when required.

#### **10.3.12 Prisoners Reporting Sick**

The Contractor shall ensure that Prisoners shall have prompt access to medical attention and the opportunity to:

- report sick;
- attend for treatment as required;
- have ready access to the daily morning surgery; and
- be seen daily by the Medical Officer if segregated or unable to attend for treatment. A record of such visits shall be maintained.

#### **10.3.13 Specialist Treatment**

The Contractor shall provide specialist treatment on site as an integral part of the Health Care service.

Provision shall be made for the attendance, at minimum, of:

- Forensic Psychiatrist;
- Dentist;
- Optician;
- Radiologist;

- Radiographer; and
- other Consultants as required, including those specified in Sections 10.3.2/3 of this Part of this Schedule.

#### 10.3.14 **Access to Own Doctor or Own Dentist**

The Contractor shall ensure that civil and untried Prisoners may be visited by a Doctor or Dentist of their choice at their own expense.

#### 10.3.15 **Mentally Disordered Offenders**

A suitably qualified Nurse, provided as part of the reception/induction team, shall be responsible for:

- the screening and preliminary medical and mental health assessment of all Prisoners; and
- the suicide screening of prisoners on first arrival or any subsequent arrival following change in status.

The Contractor shall ensure provision of treatment for such Prisoners through:

- treatment and care within the Prison; and
- transfer to an outside hospital, where appropriate.

#### 10.3.16 **In-Patients**

The Contractor shall provide in-patient facilities for up to 16 Prisoners in the Health Care Centre. These shall be segregated to ensure separation of different classes of Prisoners.

The physical security of the Health Care Centre shall be similar to that for other Prisoner accommodation units.

The Contractor shall ensure appropriate staffing resources to fully meet all requirements of the Contract.

A day room shall be provided to facilitate and encourage interaction between in-patient Prisoners and staff.

In-patients shall be provided with a daily programme and facilities to which all who are capable shall have access.

In cases of need, arrangements shall be made to transfer patients to an NHS Hospital(s).

#### 10.3.17 **Health Issues**

The induction programme shall introduce all Prisoners to the Health Care strategy which shall make provision for facilities and services for Prisoners to address individual health related matters.

Education and training in Health Care shall include, but not be limited to:

- personal hygiene;
- physical fitness;
- nutrition;
- dental hygiene;
- effects of smoking and smoking cessation counselling;
- chronic diseases and disabilities;
- substance abuse;
- self examination for testicular cancer;
- family planning;
- sexually transmitted diseases;
- HIV infection and AIDS;
- prevention of sexual and other physical violence; and
- counselling in preparation for release.

Health promotion and Health Care strategies shall include, but not be restricted to:

- self-record progress charting;
- dealing with anger;
- being assertive;
- anxiety and stress control;
- drop-in clinics;
- suicide and self-harm reduction; and
- body building and drugs.

#### **10.3.18 Compilation of Statistics and Annual Report**

The Contractor shall provide, in a format determined by the Authority, any reports, statistics and an Annual Report which shall review the operation of all medical facilities and services.

#### **10.3.19 Medical Services Costs**

The Contractor shall be responsible for all medical care costs, except those incurred by civil and untried Prisoners who request to be visited by their own Doctor or Dentist, at their own expense.

#### **10.4 Throughcare and Preparation for Release**

##### **10.4.1 The Prison Social Work Unit**

The Contractor shall provide accommodation, facilities and resources to ensure provision of all necessary Social Work services for Prisoners.

The Contractor shall enter into a Service Level Agreement with East Ayrshire Social Work Services which shall define the role of the Prison Social Work Unit and which shall include:

- fulfilment of Social Work statutory obligations;
- membership of the Prisoner Development Unit Team;
- involvement in Prisoners' offending behaviour programmes;
- involvement in Prisoner throughcare and preparation for release programmes;
- facilitating access for and preparation of official reports for courts and other statutory and professional obligations;
- liaison with Prisoners' home-based Social Work Team(s); and
- liaison with community-based addiction counselling and support groups.

#### 10.4.2 **External Liaison Support Services**

The Contractor shall establish a range of multi-agency support services in various areas of expertise, including:

- employment;
- skill training;
- further education;
- pastoral care;
- post-addiction support; and
- post-release support.

Multi-disciplinary teams shall support the Prisoner Development Unit and Prisoner programme delivery.

#### 10.4.3 **Parole and Early Release on Life Licence**

The Contractor shall operate systems and procedures which fully integrate with those of any Relevant Authority. These shall include any changes which may result from the Crime and Punishment (Scotland) Act 1997 and any subsequent legislation.

An Early Release Liaison Officer/Lifer Liaison Officer (“ERLO”/“LLO”) shall be appointed prior to the Contractual Opening Date.

#### 10.4.4 **Preparation for Release**

The Contractor shall operate systems and procedures for managing Prisoner throughcare and preparation for release. Details may include, but not be restricted to:

- the role of the Prison Social Work Department;
- the role of a designated pre-release counsellor;
- links with external agencies which assist with accommodation and employment;
- database of opportunities in the community;
- Prisoner placements for Prisoner’s home area;
- targeting of Prisoner employment skills and post-release skills with the employment needs of the area to which the Prisoner shall return; and

- throughcare and preparation for release programme(s).

## 10.5 **Prisoner Clothing and Bedding**

### 10.5.1 **Clothing and Bedding Requirements**

Eight months prior to the Contractual Opening Date and, as part of the Operational Proposals, the Contractor shall submit to the Authority, their proposals for Prisoner clothing in accordance with the Prison Rules.

All Prison issue clothing shall be clean, in a good state of repair and well fitting. Prisoners shall be given the opportunity to exchange clothing which does not meet any of these criteria.

The Contractor shall ensure that, as specified under Section 8.1.9 of this Part of this Schedule, sufficient clean clothing/bedding is provided to enable changes at the following frequencies:

- underwear and socks - daily;
- shirts - alternate days;
- denims - weekly;
- sheets and pillowcase - weekly; and
- duvet covers - monthly.

As part of an incentives scheme, Prisoners may be allowed to wear selected items of personal clothing which shall be suitable, tidy and clean.

The Contractor shall ensure Prisoners can receive, change or dispose of personal clothing permitted or held in their possession.

## 10.6 **Food Services**

### 10.6.1 **Meals**

The Contractor shall ensure that every Prisoner receives 3 nutritious, varied, good quality meals each day, of which a minimum of one must be hot. Additionally, a supper snack shall be served.

### 10.6.2 **Preparation and Serving of Meals**

The Contractor shall ensure food is stored, prepared, cooked and served in compliance with all current legislation and associated regulations (including, but not restricted to, Health and Safety, Environmental Health, HACCP, COSHH).

A close working relationship shall be established with the Local Environmental Health Officer.



Menus shall be based on a 4 week cycle.

Menus shall be an agenda item for consultation with Prisoner representatives through a Prison Catering Committee.

All Prisoner Custody Officers shall hold a valid food hygiene certificate.

Meals shall be delivered to accommodation units in heated food trolleys.

Prisoners working in the Prison kitchen or serveries shall be trained in Health and Safety and Food Hygiene and shall hold a valid certificate.

Each Prisoner shall be provided with utensils and condiments necessary for eating meals. The washing of catering utensils, including trays or plates upon which meals are served, shall be conducted centrally.

There shall be provision for Prisoners to dine in cell or in association.

### 10.6.3 **Catering Manager**

The Contractor shall ensure that the Catering Manager properly oversees all aspects of security in the kitchen, as well as food storage, preparation and serving, including:

- stock check accuracy;
- Quality Assistant Caterer training and supervision;
- Quantity Control procedures;
- meal presentation;
- meal quality response books;
- wastage returns; and
- equipment usage and maintenance.

#### 10.6.4 **Meal Times**

Meals shall be served between the hours of:

Breakfast	0700 hours- 0900 hours;
Midday Meal	1200 hours-1400 hours; and
Evening Meal	1700 hours-1930 hours.

Intervals between meals shall be a maximum of 5½ hours and a minimum of 4½ hours. There shall not be more than 14 hours between the evening meal and breakfast the following day.

Within the living and accommodation units, all prisoners shall have access to hot water for the making of drinks.

#### 10.6.5 **Choice of Meals**

Choice of meals shall be accommodated by means of a pre-ordering system for the midday and evening meals.

Special dietary requirements of Prisoners shall be accommodated as follows:

- vegetarian/vegan diets;
- all authorised religious diets, as instructed by the Director;
- all authorised ethnic diets, as instructed by the Director; and
- medical diets, as instructed by the Medical Officer.

#### 10.6.6 **Meal Presentation**

Kitchen staff shall visit the accommodation serveries by rota to ensure that actual meal presentation is to required standards.

The Contractor shall ensure Prisoner meal quality comment books shall be maintained with any observations scrutinised and acknowledged by the Catering Manager.

#### 10.6.7 **Prisoner Assistants**

Prisoner Assistants may be selected to work in the kitchen following medical approval and comprehensive training in the Vocational Training kitchen.

#### 10.6.8 **Meals Outwith Normal Times**

The Contractor shall provide meals to Prisoners when they have been unable to obtain a meal at a normal time. Arrangements shall include, at minimum:

- the delivery of a meal by the main Catering Department; or
- the provision of a microwave heated meal in reception.

#### 10.6.9 **Staff and Official Visitors**

Part of the kitchen shall be designated as an area where staff may obtain and eat light snacks.

Arrangements for official visitors shall include, but not be restricted to:

- the provision of hospitality by the Director or other person; or
- access to the dining facility in the kitchen.

### 10.7 **Religion**

#### 10.7.1 **Appointment of Chaplains**

The Contractor shall operate in liaison with the Joint Chaplaincy Board in order to secure the services of the appropriate range of Chaplains.

The Contractor shall ensure the structure and mix of the Chaplaincy team meets the needs of all denominations and fulfils the requirements of the Prison Rules.

The Contractor shall provide a minimum of 80 hours chaplaincy duty time per week.

#### 10.7.2 **Religious Practice**

Prisoners shall be allowed to practice their faith or religion, as recorded upon reception.

The Contractor shall respect the religious beliefs of all Prisoners and staff and provide for all required religious observances.

The Prison programme shall detail arrangements for religious services of respective faiths or religions.

Prisoners may change registered denomination at any time after reception. Any such request to change must be in writing, dealt with promptly, and any change recorded.

### 10.7.3 **Congregational Worship**

The Contractor shall provide opportunities for congregational worship on all recognised religious days.

Where a Prisoner cannot attend a congregated service, arrangements shall be made for the relevant Chaplain to visit the Prisoner(s) in order to provide pastoral care.

### 10.7.4 **Pastoral Work**

The Chaplain shall be involved in Prisoners' management and activities, as deemed appropriate by the Director.

Specifically, the Chaplain shall be notified if a Prisoner is seriously ill, has inflicted self-harm or has died.

Chaplains shall be required to create links with the outside community in order better to integrate the Prison and ease the return of Prisoners following release.

Prisoners shall be permitted pastoral visits from their local clergy or religious leader.

## 11. **PRISONER COMMUNICATIONS WITH COMMUNITY**

### 11.1 **General**

From the point of reception onward, Prisoners shall be offered every opportunity and encouragement to re-establish, maintain and strengthen their contacts outside Prison.

#### 11.1.1 **Legal Rights**

The Contractor shall ensure that legal representation is available to all Prisoners. In accordance with the Prison Rules, every Prisoner shall be permitted access to legal representation and counselling, and to correspond with a legal adviser in a confidential manner.

The Contractor shall allow Prisoners to have ready access to law books, a reference library and a study area.

Requests for legal visits shall be dealt with promptly with a turnaround of no more than 48 hours.

#### 11.1.2 **Current Affairs**

The Contractor shall ensure that every Prisoner has the opportunity to keep himself informed of current affairs through newspapers, books, periodicals and any other medium the Director may permit.

The mix of newspapers, provided on a ratio of one newspaper to every 10 prisoners, shall be influenced through a Prisoner consultative committee.

Additional newspapers, journals and magazines may be purchased by Prisoners, at their own expense.

Personal audio equipment shall be permitted.

#### 11.1.3 **Correspondence**

The Contractor shall establish procedures for managing Prisoner's correspondence in accordance with the Prison Rules.

Prisoners shall be allowed to send a minimum of one letter per week at the Contractor's expense. They may send, at their own expense, and receive as many letters as they wish.

In cases of need, additional letters shall be sent at the Contractor's expense.

The Contractor shall ensure that incoming mail is distributed to Prisoners within 4 hours of receipt.

Outgoing mail shall be processed in time to catch the last post of the day.

#### 11.1.4 **Telephone Communications**

The Contractor shall establish procedures for Prisoners' access to telephones through a PIN and a "call allowing" system. Prisoners shall only be able to call numbers they have previously nominated.

The system shall detect and prevent any unauthorised use and provide a print-out of telephone usage as necessary.

Procedures for controlling and monitoring telephone calls made by Category "A" Prisoners shall be rigidly adhered to.

### 11.2 **Visits**

#### 11.2.1 **Visit Allowances**

A local visits policy statement shall be published and prominently displayed for Prisoners, staff and visitors to the Prison.

The Contractor shall provide, at minimum, daily visits of 30 minutes duration for remand Prisoners. Convicted Prisoners shall have a visits allowance according to their place on the earned privileges scale. The allowances shall be:

- basic level: one hour per week;
- standard level: one hour per week, with the ability to convert one of these visits per month to a 2 hour visit;
- enhanced level: 2 hours per week;
- all visits for convicted Prisoners shall be pre-booked and shall take place at weekends and weekday evenings according to procedure;
- notices shall be published prominently and Prisoners shall be briefed thoroughly both at induction and subsequently, as necessary, on arrangements for visits and the procedures required to pre-book them;
- each Prisoner shall be permitted up to 3 adult visitors at any given time;
- remand visits shall take place Monday-Friday during the afternoon and Saturday and Sunday during the morning; and
- convicted visits shall take place during Saturday and Sunday from 1400 hours to 2000 hours.

Where a foreign national is unable to have any visits, he shall be provided with one 10 minute telephone call per month to his next of kin at the Contractor's expense.

The Contractor shall appoint a Family Contact Development Officer(s) ("FCDO").

Advice and information shall be available to all Prisoners during the induction period and, subsequently, as required.

#### 11.2.2 **Official Visits**

The Contractor shall establish procedures to ensure that official visits take place daily, at any reasonable time.

Official visits must be pre-booked whenever possible.

Requests for official visits shall be met within 48 hours.

Official visits may take place either in specially provided visiting booths or in appropriate parts of the domestic visiting room. All dedicated booths shall contain facilities to permit audio recording.

#### 11.2.3 **The Visits Area**

The visits area shall provide facilities for a minimum of 36 open visits (and 4 closed visits) at any one time.

A canteen shall be provided at which Prisoners' visitors may purchase light refreshments for consumption during the visit.

A supervised children's play area shall be provided in the visits area.

The furnishings in the visits room shall be chosen and configured in a way which allows Prisoners and their visitors to enjoy as relaxed a visit as circumstances permit without compromising security and control.

The visits area shall be supervised by staff and CCTV shall be used for monitoring purposes during visit periods.

#### 11.2.4 **The Visitors' Centre**

A Visitors' Centre shall be provided outside the Prison gate and shall contain, at minimum:

- electronic identification equipment with video imaging and fingerprint recording;
- facilities for visitors to hand in property for Prisoners; such property shall not be issued until it has been searched;
- toilet and washing facilities sufficient for visitors to refresh themselves prior to a visit;
- baby changing facilities;

- vending machine(s) for the purchase of refreshments;
- a member of staff who can offer advice and, if necessary, gain support from Social Work Services and/or other member(s) of staff;
- a safe outside play area for children; and
- lockers for visitors to deposit baggage. No personal items or food/refreshments shall be carried into the Prison.

#### **11.2.5 Assisted Prison Visits**

The Contractor shall participate in the Assisted Prison Visit Scheme and ensure that Prisoners and their families are aware of its existence and services.

#### **11.2.6 Prison Visitors**

The Contractor shall create a Prison visitors scheme to provide visitors for those Prisoners who otherwise shall have none. The Chaplain shall administer the scheme.

#### **11.2.7 Accumulated Visits/Inter-Prison Visit Schemes for Prisoners**

The Contractor shall participate in the Authority's accumulated and inter-Prison visit scheme(s).



## 12. **PRISONER OPPORTUNITIES**

### 12.1 **Provision of Regime Activity**

#### 12.1.1 **General**

Each Prisoner shall complete an induction programme after which he shall be assigned to a level of regime activities consistent with his status, security allocation, behaviour, response in Prison and needs.

Six months prior to the Contractual Opening Date, the Contractor shall agree final plans and procedures for regime activities with the Authority, as part of the Operational Proposals.

The Contractor shall provide balanced and integrated regimes for Prisoners which shall maximise their time out of cell for, at minimum, an average of 12 hours per day.

The regimes which shall include a choice of structured and/or unstructured activities to occupy Prisoners shall incorporate, at minimum:

- a level of privileges for untried/remand Prisoners; and
- 3 levels of privileges for convicted and sentenced Prisoners - Basic, Standard and Enhanced.

The regime level shall determine each Prisoner's access to, at minimum:

- private cash;
- visits allowances;
- more desirable and financially rewarding work (convicted/sentenced Prisoners);
- offending behaviour programmes;
- time out of cell; and
- wearing of selected items of personal clothing.

### 12.1.2 Time Out of Cell (Unlock Activity)

The range of Regime Activity hours shall be, at minimum:

- Untried/Remand 12 hours per day (see Section 12.2.5 below).

#### **Convicted/Sentenced**

- Basic 10 hours, comprising (other than on Saturdays and Sundays) 7 hours work, one hour exercise and 2 hours association/breaks or on Saturdays and Sundays comprising 10 hours out of cell activities;
- Standard 12 hours comprising (other than on Saturdays and Sundays) 7 hours work, one hour exercise and 4 hours association/breaks or on Saturdays and Sundays comprising 12 hours out of cell activities; and
- Enhanced 14 hours comprising (other than on Saturdays and Sundays) 7 hours work, one hour exercise and 6 hours association/breaks or on Saturdays and Sundays comprising 14 hours out of cell activities.

The average Regime Activity hours for Performance Measurement for Untried/Remand Prisoners shall be derived from:

$$\frac{\text{Total Number of Hours Out of Cell for Untried/Remand Prisoners}}{\text{Total Number of Untried/Remand Prisoners}}$$

The average Regime Activity hours for Performance Measurement for Convicted/Sentenced Prisoners shall be derived from:

$$\frac{\text{Total Number of Hours Out of Cell for Convicted/Sentenced Prisoners}}{\text{Total Number of Convicted/Sentenced Prisoners}}$$

Prisoners who do not have access to their allocated regime by reason of the Prison Rules in respect of Medical Care, Discipline or External Movement shall be excluded from the Performance Measurement calculation for Regime Activity hours (Untried/Remand and Convicted/Sentenced Prisoners).

Each Prisoner's Time Out of Cell shall count towards Performance Measurement in Schedule F but, if on any day any Prisoner has been out of cell for more than 14 hours, then such Prisoner shall be deemed to have been out of cell on such day for only 14 hours.

For the purpose of Performance Measurement calculation, the Contractor shall be obliged to provide an average of 12 hours for each day, all in terms of this Section 12.

The following Regime Activity requirements shall also be met:

- Structured Activity - minimum 8 hours daily.
- Association/Meals/Unstructured Activity - minimum 2 hours daily.
- Structured activity to be a balance between work, exercise, education, offending behaviour, counselling or training which shall be directly linked to the assessed needs of the individual Prisoner, his Sentence Plan and earnings.
- Routines for the Prison to be published and to include periods where Prisoners may be locked up for number checks, patrol periods or for other approved reasons.

### 12.1.3 Indicative Prisoner Activity Profile

Indicative structured activity places shall be:

Activity Area	Prisoners Involved	Activity
<b>Community Centre</b>		
• Commercial Enterprises	275	General and Light Engineering Sign Writing/Making Wood Machining Large Assembly Close Bench Work Light Assembly Small Job Shop
• Vocational Training	62	Industrial Cleaning Horticulture Small Engine Maintenance and Repair Upholstery and Furnishing Information Technology
• Education/Personal Development	86	Induction/Pre-Release Pre-Employment Training Cognitive Skills/Offending Behaviour Basic Numeracy Basic Literacy Multi-Skills/General Education
• Catering	14	Main Kitchen
	12	Training Kitchen/Staff Facility
• Hygiene and Support Services	36	
• PE	15	Orderlies/Serveries/Unit Cleaners
<b>Total</b>	<b>500</b>	

Time out of cell may vary according to the level of Earned Privileges.

## 12.2 Prisoners' Personal Development

### 12.2.1 Personal Development

The Contractor shall ensure that Sentence Planning and Personal Development is central to the Prisoners' opportunity agenda at HM Prison, Kilmarnock.

The Contractor shall develop and publish a system and process for Prisoners' Sentence Planning and Personal Development.

The process shall be managed by the Sentence Planning and Personal Development Manager through the Personal Development Management Board.

Each Prisoner's Sentence Planning and Personal Development Plan shall be prepared following an analysis of individual needs (or reviewed if a Prisoner is received with a Plan already made) by the end of the induction period with, at minimum:

- the Prisoner being involved in all stages;
- the Plan being fully agreed by the Prisoner and the Sentence Planning and Personal Development Management Board;
- involvement, wherever possible, of the Prisoner's partner or family;
- the Sentence Planning and Personal Development Plan leading to a compact between the Prisoner and the Prison outlining targets which the Prisoner must achieve and the means which shall be provided for him to do so; and
- a formal review of the Plan at least every 6 months.

The targets for Prisoners shall relate explicitly to their needs and to resources available. These shall include, but not be limited to:

- residential behaviour and attitudes;
- offending behaviour counselling;
- addiction counselling;
- education and training; and
- employment.

The Contractor's programmes for Prisoners' Personal Development shall align with those in use by the Authority.

The programmes shall include, but not be restricted to:

- residential behaviour and attitudes;
- offending behaviour counselling;
- addiction counselling;
- education and training;

- throughcare - Social Workers and Personal Officers;
- domestic issues;
- work training;
- physical education and leisure activities;
- religious counselling and/or observance; and
- Health Care issues.

### 12.2.2 **Prisoner Responsibilities**

An objective Prisoner incentives system shall operate at HM Prison, Kilmarnock.

The system shall include 3 levels of privilege - basic, standard and enhanced - which shall determine Prisoners':

- access to private cash;
- visits allowances;
- access to more desirable and financially rewarding work;
- time out of cell; and
- wearing of selected items of personal clothing.

A Prisoner's progress through the Earned Privileges scheme shall depend on his conduct and commitment to all aspects of his individual Development Plan.

The Contractor shall provide Personal Officer Support Officers to enable Residential PCOs to undertake their Personal Officer duties.

Six months prior to the Contractual Opening Date, the Contractor shall discuss and agree with the Authority, as part of the Operational Proposals, ways to ensure consistency and coherence between the scheme at HM Prison, Kilmarnock and those within the Authority's other Prisons.

### 12.2.3 **Prisoner Development and Sentence Planning**

The Contractor shall establish positive regimes throughout the Prison for all classes of Prisoner.

#### 12.2.4 **Prisoner Compact and Induction Arrangements**

The Contractor shall provide an induction and assessment programme for all Prisoners with a view to initiating their Sentence and Planning and Personal Development Plan (convicted) and/or Custody Plan (untried/remand).

#### 12.2.5 **The Untried/Remand Prisoner**

The Contractor shall provide flexible, modular development programmes which cater for the period in custody each Prisoner has to serve. These shall target the needs of individual Prisoners and focus on their need to change through encouraging them to:

- look closely at their behaviour;
- discover other and better ways of managing both their own problems and those they have with others;
- develop their confidence; and
- understand the opportunities available to them as individuals, both in Prison and in society.

The specific modules shall be supported, as appropriate, through addressing such issues as:

- legal rights and entitlements;
- bail;
- health care;
- offending behaviour;
- domestic issues;
- counselling;
- education and training;
- work training;
- PE and leisure activities;
- throughcare; and
- religion.

External agencies having an involvement with the Prisoner shall be invited to contribute.

The Contractor shall ensure the availability of such resources, as necessary, including skilled staff and, if appropriate, shall encourage the involvement of the Prisoner's family.

#### 12.2.6 **The Convicted and Sentenced Prisoner**

The Contractor shall provide flexible modular Personal Development programmes to cater for the length of sentence each Prisoner has to serve.

Personal development and sentence planning shall be at the core of Prisoner plans, with the results and progress monitored.

The core of the Prisoner plan shall include, at minimum:

- health care issues;
- offending behaviour counselling;
- education and training;
- domestic issues;
- work training;
- physical education and leisure activities;
- religious counselling and/or observance; and
- throughcare.

External agencies having an involvement with the Prisoner shall be invited to contribute to the process and to attend Plan Reviews.

The Contractor shall ensure the availability of such resources as necessary, including skilled staff to meet the Plan. The Contractor shall encourage the involvement of the Prisoner's family including attendance, where possible, at Plan Reviews.

#### 12.2.7 **Reviews**

Reviews of Development and Sentence Plans shall be held:

- at least every 6 months;
- at more frequent intervals according to the demands of the individual case;
- with attendance by key staff who have responsibility for the Prisoner;



- where possible, with attendance by the Prisoner's partner/family; and
- where appropriate, with attendance by representatives of External Agencies.

#### 12.2.8 **Consultation with Prisoners**

The Contractor shall maintain a policy of open communication with each Prisoner at all stages of his imprisonment. Unless there is a clear and justifiable case for withholding information, Prisoners shall be given an explanation for all decisions and/or be consulted regarding all matters directly relating to them.

Prisoners shall be represented on the:

- Prisoner Information and Activities Committee;

This Committee shall meet normally once a week but not less than fortnightly. There shall be representation by the Director (Assistant Director in his absence) and management at all levels.

- Race Relations and Equal Opportunities Committee;
- Suicide Prevention and Awareness Committee (except where confidential matters are discussed); and
- Prison Catering Committee.

#### 12.2.9 **Personal Officer Scheme**

A Personal Officer scheme shall operate in the Prison.

Personal Officers shall receive training and continuous support to ensure they operate to a high standard.

At the end of the induction period, Prisoners shall be allocated to Personal Officers by the Sentence Planning Manager.

Personal Officer inputs shall be central to all assessments of and discussions concerning Prisoners.

Houseblock Managers shall identify and make time available for each Personal Officer's workload during the course of their regular duties.

## 12.3 **Prisoner Employment**

### 12.3.1 **Work - General**

The key factors in establishing work and training opportunities for Prisoners shall be:

- a minimum of 7 hours workplace activity per weekday (35 hours per week);
- the real, immediate and long-term advantages to Prisoners by means of the opportunity to learn and practice skills gained;
- real work experience in an industrial setting;
- pay scales that reflect skill and productivity levels;
- full integration with the Prison's incentive and privileges scheme;
- accreditation through nationally recognised qualifications;
- potential links with employers in preparation for release;
- experience of the responsibilities of citizenship;
- a fully commercial approach as appropriate to the workshop sector;
- the firm link with a rigorous and comprehensive Personal Development and Sentence Planning system;
- the balance between the demands of security and control and the need for effective, positive regimes;
- the opportunity for Prisoners to improve their social and inter-personal skills;
- the opportunity to acquire the necessary cognitive skills to avoid future offending;
- providing positive work skills; and
- establishing a realistic opportunity of employment following release.

### 12.3.2 **Work - Commercial Sector**

Commercial workshops shall be on a 'labour-only Sub-contract basis', with commercial partners who shall provide training, technical supervision, plant and equipment, and the necessary raw materials. The Contractor shall provide the

necessary pre-workshop training on which particular workshop skills shall be developed. A total of 275 Prisoners shall be employed in the commercial sector.

### 12.3.3 Indicative Types of Work Within Commercial Enterprise Sector

The types of work proposed within the Commercial Enterprise Sector are as follows:

No of Worksheds	Prisoners Employed per Workshed	Total No of Prisoners	Type of Activity
2	50	100	General Light Engineering Wood Machinery Assembly
2	50	100	Large Assembly Small Production Shop Light Engineering Signmaking
2	25	50	Close Benchwork Clothing Knitwear Small Assembly Work
1	25	25	Small Job Shop
	<b>Total</b>	275	

### 12.3.4 Work - Domestic and Service Sectors

The domestic and service-based tasks shall be structured to provide constructive work opportunities. In all instances, the work experience and skills acquired by Prisoners shall be validated by the appropriate national accreditation body.

Domestic work available shall be, at minimum:

- building hygiene services;
- food handling and serving;
- catering;
- grounds maintenance; and

- staff support services.

In support of the specific skills needed for the above tasks, training to Scottish Qualification Authority (“SQA”), formerly SCOTVEC, shall be given in:

- catering;
- horticulture;
- industrial cleaning and building hygiene;
- upholstery and furnishing; and
- small engine repairs.

There shall be positive links between education and workshops to maximise inputs to the Prisoner’s Personal Development Plan and learning opportunities.

In developing regime/activity opportunities, the Contractor shall take full account of the potential security hazards in workshops and shall address these by means of:

- staff supervision;
- searching of workshops/Prisoners;
- strict control of tools/equipment/materials; and
- prevention of unauthorised access to the workshop area.

The Commercial Enterprises Manager shall carry full responsibility for the management of all aspects of:

- contractual responsibilities;
- oversight of and support for existing contracts;
- business development and new business;
- sector financial accounting;
- workforce management;
- workforce pre-employment training; and
- statutory and legislative requirements.

Frequent reports shall be presented for contractual, Prisoner behaviour and financial performances for the benefit of senior management and the demands of Sentence Planning.

The Manager shall prepare an Annual Business Plan for the Enterprise Sector and submit it for approval to the Prison Director and the management of the company.

#### 12.3.5 **Pay**

The pay scheme shall contain provision for:

- conventional Prison wages;
- enhanced wages in recognition of commercial employment and outputs;
- regime activity;
- wages that reflect the rate for the job;
- reflecting the level of skill involved; and
- alignment with the Prisoners' Earnings Act 1996.

Prisoners' pay shall take full account of classes of employment and the Earned Privileges scheme.

Two months prior to the Contractual Opening Date, payment proposals, including access to Prisoners' Private Cash ("PPC"), shall require to be agreed with the Authority as part of the Operational Proposals.

### 12.4 **Addressing Offending Behaviour**

#### 12.4.1 **General**

Four months prior to the Contractual Opening Date, the Contractor shall develop addressing offending behaviour programmes to be agreed with the Authority as part of the Operational Proposals. The Contractor shall seek to align these programmes with those being delivered within the Authority and shall participate in the Authority's monitoring and evaluation process.

The work in this area shall be based on a comprehensive and professional Prisoner induction and assessment programme undertaken by multi-disciplinary teams of staff and professionals.

These assessments to identify Prisoner needs shall be available to the Personal Development Planning Board and be used to shape the individual Prisoner programmes.

#### 12.4.2 **Counselling Programme**

The counselling programme and personal development opportunities shall cover, at minimum:

- **Cognitive Development** - designed to assist the Prisoner to more accurately process information, reduce thinking error patterns and improve problem solving skills.
- **Assertive Behaviour Training** - designed to assist Prisoners to get in touch with their own feelings and rights, as well as the feelings of other people; and to learn to be mindful of both prior to engaging in action.
- **Anger Management** - designed to complement the assertive behaviour training programme by focusing on relaxation techniques and on more introspective activity and self improvement schemes for addressing chronic anger.
- **Personal and Family Finance and Budgeting** - designed to assist the Prisoner to determine his financial and budgeting health, learn basic budgeting procedures, practical credit building strategies, goal setting and family support skills in developing a family budget and finance plan, and to participate in society as a responsible citizen.
- **Parenting** - designed to improve the Prisoner's parenting skills by addressing the areas of communication, the skills needed by the single parent, significant other relationships, parent/child relationships, commitment, role modelling, role of planning and enjoyment in family life and participating in a larger community.
- **Human Relations** - designed to improve the Prisoner's communication and how he relates with friends, family, fellow workers and various other members of the community.

The Senior Psychologist shall lead a multi-disciplinary team and shall ensure the appropriate mix of skills and qualifications within the team.

This counselling shall be provided under the guidance of the in-house counsellors and external professionals. According to need, Prisoners shall attend individually or in groups.

#### 12.4.3 **Citizenship Skills**

The Contractor shall carry out research in this area and integrate this within offending behaviour programmes.

## 12.5 **Learning Activities**

### 12.5.1 **Education**

The Contractor shall provide access to education for prisoners through a combination of:

- a full-time (7 hours per day) programme (Monday-Friday); and
- an evening class programme (2 hours per night, Monday-Friday).

The Contractor shall ensure that the general functional literacy and numeracy of all Prisoners is raised to the level of competence of a standard school leaver.

Education programmes which shall form one of the core sectors of the Personal Development Programme shall be geared to meet the needs of the individual.

A priority area shall be those Prisoners who have considerable deficits in literacy and numeracy. The focus of staff effort shall be to provide opportunities to remedy such deficiencies.

A programme of general education shall be provided to meet the needs and interests of Prisoners. This may include, at minimum, classroom based teaching, Open Learning and work leading to and including Open University qualifications.

The Education Unit shall be staffed by qualified teaching professionals who are equipped to support the wider learning environment of the various workshop placements, Vocational Training and Physical Education.

A study area shall be provided within the library which shall support general education.

The Contractor shall ensure that Education Services continually align with the mainstream of Further Education provision.

### 12.5.2 **Physical Education**

The Contractor shall develop and publish a comprehensive Physical Education programme which shall be managed and monitored by fully qualified Physical Education Officers who are certificated as Prisoner Custody Officers. The programme shall cater for, at minimum:

- untried Prisoners;
- convicted Prisoners;
- disadvantaged Prisoners/groups;
- Prisoners requiring remedial PE;

- Prisoners in induction;
- Prisoners on pre-release courses;
- particular classes of Prisoner; and
- specific sporting groups.

The Contractor shall ensure that:

- Vocational Training and Leisure Activity Management opportunities for Prisoners are available;
- contact is made between the Prison and local area leisure facilities with the aim of encouraging community links;
- a fitness testing(s) machine is provided;
- staff access is made available and encouraged.

### 12.5.3 **Leisure/Recreation**

The Contractor shall provide for a programme of leisure and recreation outwith normal work activity periods. There shall be a period, at minimum, of 2 hours each evening for this purpose, plus Saturday and Sunday.

Programme opportunities may incorporate, at minimum:

- table-top games;
- pool and table tennis;
- classroom/educational activities;
- multi-craft classes;
- PE classes;
- internal sporting fixtures; and
- sporting fixtures with community groups.

PE, classroom and sporting activities shall be supervised by qualified personnel.



#### 12.5.4 **Exercise and Time Outdoors**

The opportunity shall exist each day for the Prisoner's statutory right of exercise. The Contractor must be able to demonstrate that this opportunity has been made available, with appropriate security measures, for each category of Prisoner held.

#### 12.5.5 **Cell Hobbies**

The Contractor shall provide facilities and publish procedures for cell hobbies for Prisoners. These shall include:

- arrangements for entering items into local and national award opportunities;
- a system of volumetric control to manage materials and finished goods;
- control of tools, materials and equipment;
- searching and security arrangements; and
- payment by Prisoners for cell hobby materials

#### 12.5.6 **Library**

The Contractor shall ensure the provision of a library facility which meets Library Association guidelines. The facility shall be managed by a qualified Chartered Librarian and Librarian Assistant.

The standard guidelines shall be followed for the provision of books and reference works, including those required for legal reference and education study.

The library shall contain a study area, managed in conjunction with Education Services, for individual learning.

Ethnic and special needs shall be catered for.

Prisoners shall be allowed to visit the library at least twice per week, for no less than 20 minutes on each visit, to select material.

#### 12.5.7 **Shopping Facility**

The Contractor shall provide shopping facilities for all Prisoners.

There shall be a Prison shop in each Houseblock to which Prisoners shall have access at least twice weekly.

A list of items available both for "over the counter" purchase and from approved mail order suppliers shall be published in each accommodation and communal area, detailing prices and arrangements for purchases.

The list of items for sale shall be co-ordinated through the Prisoner Information and Activities Committee.

The shopping facility shall be non-profit making to the Contractor.

Surpluses from the trading account shall, in the first instance, be set against the costs of providing the shopping facility and, thereafter, transferred to a separate account created for the benefit of prisoners.

The Contractor shall ensure the trading accounts shall be open to inspection/audit by the Controller.

## 13. **COMMUNITY RELATIONS**

### 13.1 **Community Relations**

The Contractor's Community Relations Policy shall be published, monitored and periodically reviewed.

The Contractor shall appoint a co-ordinator of voluntary services and community links who shall be responsible for:

- periodic access to the Prison for invited members of the community to visit for purposes such as attendance at exhibitions or other events;
- cleaning of upholstery in the industrial cleaning VT shop - free for senior citizens or charitable organisations;
- use of PE facilities by organisations dealing with mentally or physically disabled persons by means of formal links with agencies such as Capability Scotland for this purpose;
- selective attendance at religious services within the Prison by local church groups;
- arranging for families to attend presentations of certificates or events related to Prisoners' Personal Development Plans; and
- providing insights into the realities of Prison life to young persons selected by Social Services.

Links shall be established and maintained with, but not restricted to, the following groups:

- Social Services;
- Samaritans;
- Alcoholics Anonymous, Gamblers Anonymous and other groups committed to dealing with addictions;
- Emergency Services;
- Ministry of Defence;
- the Commission for Racial Equality;
- National Health Service Hospitals, as appropriate;
- Employment Agencies; and

- Housing Agencies.

The Contractor shall contribute to the community by ensuring high standards of cleanliness of land and building maintenance outside the Prison.

Additionally, the Contractor shall provide services for appropriate groups including:

- Talking Newspaper Service;
- sports teams participating in fixtures with teams from the community;
- selected Prison staff speaking to interested groups on the work of the Prison; and
- fund-raising events.

## 14. **ESTATE MAINTENANCE**

### 14.1 **Maintenance of the Prison**

#### 14.1.1 **Facilities Manager**

The Contractor shall establish the post of Facilities Manager for the duration of the Contract.

The Contractor shall appoint, by September 1998, a suitably qualified and experienced professional Facilities Manager who shall be responsible for management and maintenance of the Prison estate. He shall have access to the Director.

Major elements of the Facilities Manager's duties shall be, at minimum:

- compliance with Schedule C (Maintenance Management);
- management of Facilities staff and Prisoners as appropriate;
- responsibility for the contracting and oversight of specialist external contractors;
- management of responses to standard and emergency maintenance requirements and repairs;
- responsibility for control of all stores and tools;
- responsibility for security locking and key maintenance;
- responsibility for reviews and updates, as required, of the Maintenance Schedule;
- responsibility for maintaining up-to-date manuals, records and documents, as required by the Authority;
- responsibility for monitoring environmental policy and energy consumption; and
- any other functions as determined by the Director.

#### 14.1.2 **Staffing**

The Contractor shall ensure a sufficient complement of appropriately qualified, skilled and experienced staff to maintain the Prison estate.

Each member of staff shall have a specialist skill, but also be multi-skilled in building maintenance requirements.

The staff shall be PCO trained and certificated.

#### 14.1.3 **Response Times**

The Contractor shall establish systems and procedures to ensure compliance with the following response times to reports of deficiencies and requirement for repairs.

Unless otherwise agreed with the Controller, deficiencies in equipment and services shall be rectified within 24 hours of being reported.

Unless otherwise agreed with the Controller, repairs to the Facilities shall be completed within 48 hours of being reported.

#### 14.2 **Control of Stores and Tools**

##### 14.2.1 **General**

The Contractor shall be responsible for and shall operate systems and procedures which shall ensure tool and stores security.

##### 14.2.2 **Control of Stores**

Control measures shall include ensuring:

- the minimum amount of stores to be held on site;
- the stores in use being kept to the minimum necessary for the effective operation of the Prison;
- stores being issued to authorised personnel who shall assume accountability for them;
- stores, once issued and if not for immediate use, being held in designated secure storage areas in respective locations;
- Prisoners not being permitted access to the storage areas, except under the direct supervision of a member of staff; and
- searches for stolen or misplaced stocks and investigations into such events being conducted as for tool security (Section 7.9 of this Part of Schedule D).

### 14.2.3 **Control of Tools**

Control measures shall include ensuring:

- the availability of the Facilities Management Team tools being kept to a minimum;
- management of Sub-contractor tools and equipment;
- management of tool issues to Prisoners;
- checking of the procedures on a weekly basis by the Security Officer; and.
- the loss of any tool being reported immediately to the Head of Operations.

**This is Annex A to Part 1 of Schedule D to the Minute of Agreement between The Secretary of State for Scotland and Kilmarnock Prison Services Limited dated 10 November 1997 for the Design, Construction, Management and Financing of a Prison at Kilmarnock.**

This Annex gives an undertaking in respect of those items identified and specified below.

**1. Prisoner Custody Officer's Salary**

For the initial recruitment to start-up the Prison, the Contractor shall provide a basic starting salary for certificated PCOs of not less than £12,000 per annum, Index Linked.

**2. Staffing**

The Contractor shall use the following indicative staffing levels:

<b>Function</b>	<b>PCO Trained</b>	<b>Number of Staff</b>
<b>Management</b>		
Director	Yes	1
Assistant Director – Administration		1
Finance Officer		1
Contract Compliance/Investigations/Personnel/ Training Officer	Yes	4
Systems Administrator		1
Supplies Officer		1
Administrative Staff		6
Cleaners/Hairdressers		3
Receptionists/Telephonist/Mail Clerks		4
<b>Operational</b>		
Assistant Director	Yes	1
Security Operations	Yes	5
Head of Operations	Yes	13
Unit Supervisors/Security Managers	Yes	1
Drug Dog Handler	Yes	2
Intelligence IMPS Officer	Yes	113
Prisoner Custody Officer	Yes	25
Clerical Staff		



<b>Function</b>	<b>PCO Trained</b>	<b>Number of Staff</b>
<b>Catering</b> Catering Manager Chefs	Yes Yes	1 7
<b>Health Services</b> Clinical Manager Medical Officer RMN/RGN Medical Clerk		1 1 11 1
<b>Facilities Management</b> Facilities Manager Locksmith Specialist Tradesmen Clerk	Yes Yes Yes	1 1 3 1
<b>Regime/Prisoner Amenities</b> Assistant Director - Programmes and Industries Senior Psychologist Prisoner Development Co-ordinator Senior Social Worker Psychologist Industries Manager Chaplain Curriculum Manager Tutor/Lecturer/Substance Abuse Counsellor/Librarian Social Workers Industries Supervisor/Counsellors Physical Education Instructor Sentence Planning/Family Contact Officer/ Personal Officer Clerical Staff	Yes  Yes         Yes Yes	1 1 1 1 1 1 1 1 11 2 3 5 5 7
<b>Escorts</b> Transport/Escort Officer	Yes	9

3. **Additional Staff Support During Early Operation**

The Contractor shall ensure that, at minimum, the following additional staff shall be provided during initial operation of the Prison (see Section 5.1.3 of Part 1 of this Schedule D):

<b>Functional Support</b>	<b>No</b>	<b>Minimum Period</b>	<b>Experience</b>
Director Grade	1	6 months	Senior Manager with local Prison/training Prison experience.
Accommodation	1	6 months	Middle Manager with local Prison/training Prison experience.
Security/Operations	1	6 months	Middle Manager, as above, with residential/ security experience.
General Security/Operations	2	6 months	Premier Prison Services Operations.
Administration/Accounting	1	3 months	Accountancy/Office Management.
Programmes/Curriculum	1	4 months	Prison Teaching/ Education Officer
PCOs	12	4 months	Premier Prison Services Operations

With effect from the Contractual Opening Date, the Contractor shall provide sufficient additional resources, as required, to ensure that any potential difficulties during initial operation of the Prison are managed satisfactorily.

The Contractor shall provide such professional Contract support as necessary in the areas of:

- \* Procurement;
- \* Information Technology;

- \* Finance; and

- \* Personnel.

#### 4. **Commercial Sector**

Commercial workshops shall operate on a labour only sub-contract basis. These enterprises shall be non-profit making to the Contractor.

## SCHEDULE D: PART 2

### MINIMUM REQUIREMENTS

A **Prisoner Place**, whether or not occupied, shall satisfy the terms of condition (b) of the definition of “**Available Prisoner Place**” on any particular day (and accordingly, such Prisoner Place shall have complied with the Minimum Requirements on that day), provided all of the following have been satisfied or complied with in relation to that Prisoner Place:

- (a) all Prison Rules and other Legislation relating to that **Prisoner Place**, or to the Prisoner occupying that **Prisoner Place**, have been complied with in full throughout that day;
- (b) the Prisoner occupying that **Prisoner Place** has been provided with 3 meals (minimum of one hot), served at breakfast, lunch and evening meal times on that day;
- (c) the Prisoner occupying that **Prisoner Place** has had clothes to wear throughout that day which are clean, adequate, suitable for their purpose and of the correct size for that Prisoner;
- (d) the Prisoner occupying that **Prisoner Place** has had access to freely available drinking water throughout that day;
- (e) the Prisoner occupying that **Prisoner Place** has had a bed and clean mattress, together with clean, adequate bedding throughout that day;
- (f) the Prison has been heated and maintained, as specified in Schedules A and C, and that **Prisoner Place** has had lighting provided to a minimum of 200 lux throughout that day;
- (g) the Prisoner occupying that **Prisoner Place** has had the opportunity for one hour’s exercise on that day, normally outside, weather permitting;
- (h) the Prisoner occupying that **Prisoner Place** has had access to (a) a bath/shower on that day; (b) hot water on that day for personal hygiene purposes; and (c) adequate sanitation facilities throughout that day;
- (i) in respect of the Prisoner occupying that **Prisoner Place**, if admitted on that day, was seen by a qualified Health Care worker on admission, and, whether or not admitted on that day, a system of Health Care, including emergency assistance, as specified in Part 1 of Schedule D, was available throughout that day;
- (j) the Prisoner occupying that **Prisoner Place** received any mail which arrived for him on that day within 4 hours of its receipt in the Prison, and there has been a posting of all outgoing mail (if any) for that Prisoner a minimum of once on that day (excluding Sundays and Bank Holidays);

- (k) the Prisoner occupying that **Prisoner Place** is not waiting for access to his legal advisers at any point during that day after more than 48 hours has elapsed since such access was first sought by such Prisoner in circumstances where such legal advisers have been willing to attend;
- (l) throughout that day, in discharging to court the Prisoner occupying that Prisoner Place, procedures were followed and there were adequate facilities available to meet the requirements of that Prisoner;
- (m) throughout that day, in discharging the Prisoner occupying that Prisoner Place, at the end of his current sentence or granted bail entitling that Prisoner to be released, the procedures for the correct discharge of that Prisoner were followed and there were adequate facilities available to meet the requirements of that Prisoner;
- (n) the **Prisoner Place** has had a cell communication system which was in good working order throughout that day;
- (o) no Prisoner (other than in the Health Care Centre of the Prison) has been required to share that **Prisoner Place**, at any time during that day, other than as specifically permitted under the Contract;
- (p) the levels of security and safety in the Prison and the control of the Prisoner occupying that **Prisoner Place** fully met the requirements of Schedule A and Part 1 of this Schedule D to the Contract throughout that day; and
- (q) the Prisoner occupying that **Prisoner Place** has had available to him a system of Prisoner opportunities, as specified in Section 12 of Part 1 of this Schedule D.

Provided that if a **Prisoner Place** is not occupied, these requirements shall be deemed satisfied if the Contractor is in a position to satisfy such requirements in respect of that **Prisoner Place** forthwith on it becoming occupied.

**This is Schedule E to the Minute of Agreement between The Secretary of State for Scotland and Kilmarnock Prison Services Limited dated 10 November 1997 for the Design, Construction, Management and Financing of a Prison at Kilmarnock.**

## **PAYMENT MECHANISMS**

### **1. Phase-In Timetable**

<b>Date</b>	<b>Minimum Number of Available Prisoner Places from such Date</b>
Prior to Contractual Opening Date (COD)	0
Contractual Opening Date	50
7 days after COD	100
14 days after COD	150
21 days after COD	200
35 days after COD	250
42 days after COD	300
49 days after COD	350
56 days after COD	400
70 days after COD	450
77 days after COD	500

## 2. Fixed Availability Fee

Subject to Clauses 7 (Changes to Services) and 33 (Variation of Price), the Fixed Availability Fee shall be a fixed amount per Available Prisoner Place per day, such amount during any Performance Year being as set out in the following table:

<b>Performance Year</b>	<b>Relevant Daily Fixed Availability Fee per Available Prisoner Place £</b>
1	32.65
2	28.45
3	27.40
4	26.45
5	25.50
6	24.50
7	23.10
8	25.15
9	25.95
10	26.55
11	27.05
12	27.50
13	27.95
14	28.40
15	28.90
16	29.45
17	29.20
18	7.25
19	6.80
20	6.75
21	6.70
22	6.70
23	0
24	0
25	0

### 3. Indexed Availability Fee

Subject to Clauses 7 (Changes to Services) and 33 (Variation of Price), the Indexed Availability Fee per Available Prisoner Place per day shall be such amount during any Performance Year being as set out in the following table, which shall be increased on each Review Date in accordance with paragraph 5 below.

<b>Performance Year</b>	<b>Relevant Daily Indexed Availability Fee per Available Prisoner Place £</b>
1	14.50
2	13.27
3	13.27
4	13.27
5	13.27
6	13.27
7	13.27
8	13.27
9	13.27
10	13.27
11	13.27
12	13.27
13	13.27
14	13.27
15	13.27
16	13.27
17	13.27
18	13.27
19	13.27
20	13.27
21	13.27
22	13.27
23	13.27
24	13.27
25	13.27



#### 4. Indexed Costs Fee

Subject to Clauses 7 (Changes to Services) and 33 (Variation of Price), the Indexed Costs Fee per Available Prisoner Place per day shall be such amount during any Performance Year being as set out in the following table, which shall be increased on each Review Date in accordance with paragraph 5 below.

<b>Performance Year</b>	<b>Relevant Daily Indexed Costs Fee per Available Prisoner Place £</b>
1	27.51
2	23.94
3	24.05
4	24.05
5	24.05
6	24.05
7	24.05
8	24.05
9	24.05
10	24.05
11	24.05
12	24.05
13	24.05
14	24.05
15	24.05
16	24.05
17	24.05
18	24.05
19	24.05
20	24.05
21	24.05
22	24.05
23	24.05
24	24.05
25	24.05

## 5. Application of Retail Price Index for the Indexed Availability Fee and the Indexed Costs Fee

Subject to Clauses 7 (Changes to Services) and 33 (Variation of Price), as at each Review Date:

### (a) *Indexed Availability Fee*

The Indexed Availability Fee shall be adjusted on each Review Date to such amount as is calculated in accordance with the following formula:

$$I_1 = I_0 \times \left[ 1 + \frac{RPI_a - RPI_b}{RPI_b} \right]$$

Where:

- I<sub>1</sub> is the amount of the Indexed Availability Fee payable per Available Prisoner Place per day in respect of the Performance Year starting on that Review Date;
- I<sub>0</sub> is the amount of the Indexed Availability Fee per Available Prisoner Place per day in respect of the Performance Year starting on that Review Date, set out in paragraph 3 of this Schedule E;
- RPI<sub>a</sub> is the level of RPI relating to the prices prevailing in the month preceding the relevant Review Date by 3 months; and
- RPI<sub>b</sub> is the level of RPI relating to the prices prevailing in August 1997 being 157.1.

### (b) *Indexed Costs Fee*

The Indexed Costs Fee shall be adjusted on each Review Date to such amount as is calculated in accordance with the following formula:

$$I_2 = I_3 \times M_n$$

Where:

- I<sub>2</sub> is the amount of the Indexed Costs Fee payable per Available Prisoner Place per day in respect of the Performance Year starting on that Review Date;
- I<sub>3</sub> is the amount of the Indexed Costs Fee per Available Prisoner Place per day in respect of the Performance Year starting on that Review Date, set out in paragraph 4 of this Schedule E; and

$$M_n \text{ is } \left( \left[ 1 + \frac{RPI_c - RPI_d}{RPI_d} \right] + \left[ (1.015^{1/12})^n - 1 \right] \right) \times M_{(n-1)}$$

Where:

$M_{(n-1)}$  at the first Review Date = 1 and at subsequent Review Dates is  $M_n$ , as calculated at the previous Review Date;

$RPI_c$  is the level of RPI relating to the prices prevailing in the month preceding the relevant Review Date by 3 months;

$RPI_d$  is at the first Review Date, the level of RPI relating to the prices prevailing in August 1997 being 157.1 and for subsequent Review Dates, the level of  $RPI_c$  calculated at the previous Review Date; and

$n$  is at the first Review Date, the number of complete months which have passed between the Date of Signature and the Actual Opening Date, and after the first Review Date, the number of complete months which have passed between the last Review Date and the current Review Date.

With effect from each Review Date, the amount of the Indexed Availability Fee and the Indexed Costs Fee shall be the amount calculated under this paragraph 5 up to and including the day before the next succeeding Review Date.

## 6. Variable Payment

Subject to Clauses 7 (Changes to Services), 33 (Variation of Price) and 34 (Additional Prisoner Places), the Variable Payment shall be:

such amount as calculated according to the following formula:

$$V = \left[ (D + G_a) \times \left( 1 + \frac{RPI_a - RPI_b}{RPI_b} \right) \right] + [G_b \times M_n]$$

Where:

$V$  is the Variable Payment.

$D$  is the daily payment for Additional Prisoner Places calculated according to the following formula:

$$D = £7.85 \times B.$$

$B$  is the number of occupied Additional Prisoner Places recorded in the Daily Report.

Ga is the Fixed Fee per day for the bands set out below, which shall pertain for the entire period during which a number of Additional Prisoner Places within the relevant band has been requested and provided.

<b>Band</b>	<b>No of Additional Prisoner Places</b>	<b>Ga £</b>
A	0-48	0
B	49-96	18.16
C	97-144	50.10
D	145-192	79.69

RPIa is the level of RPI relating to the prices prevailing in the month preceding the last Review Date by 3 months; and

RPIb is the level of RPI relating to the prices prevailing in August 1997 being 157.1.

Gb is the Fixed Fee per day for the bands set out below, which shall pertain for the entire period during which a number of Additional Prisoner Places within the relevant band has been requested and provided.

<b>Band</b>	<b>No of Additional Prisoner Places</b>	<b>Gb £</b>
A	0-48	0
B	49-96	595.81
C	97-144	1,334.00
D	145-192	2,077.60

$M_n$  is  $\frac{[1 + \frac{RPIc - RPId}{RPId}] + [(1.015^{1/12})^n - 1]}{RPId} \times M_{(n-1)}$ .

$M_{(n-1)}$  at the first Review Date = 1 and at subsequent Review Dates is  $M_n$ , as calculated at the previous Review Date;

RPIc is the level of RPI relating to the prices prevailing in the month preceding the relevant Review Date by 3 months;

RPId is at the first Review Date, the level of RPI relating to the prices prevailing in August 1997 being 157.1 and for subsequent Review Dates, the level of RPIc calculated at the last Review Date; and

$n$  is at the first Review Date, the number of complete months which have passed between the Date of Signature and the Actual Opening Date, and

after the first Review Date, the number of complete months which have passed between the last Review Date and the current Review Date.

Ga and Gb will be paid for the period requested by the Authority. The level of Ga and Gb for the period will depend on the number of Additional Prisoner Places formally requested by the Authority, as set out in the above tables.

## 7. Short-Term Doubling Payment

Where permitted under Clause 23.4.1 (Available Prisoner Places), the daily payment for each Prisoner within the short-term doubling arrangements (the “Short-Term Doubling Payment”) shall be:

such amount as calculated according to the following formula:

$$W = (C1 \times (F + 0.3 I1 + 0.3 I2)) + (C2 \times R)$$

Where:

- W is the daily Short-Term Doubling Payment;
- C1 is the number of Prisoners within the short-term doubling arrangements who have been recorded in the Daily Report for 2 consecutive days or less;
- C2 is the number of Prisoners within the short-term doubling arrangements who have been recorded on the Daily Report for more than 2 consecutive days;
- F is the relevant Fixed Availability Fee payable per Available Prisoner Place per day in respect of the relevant Performance Year in accordance with paragraph 2 of this Schedule E;
- I1 is the Indexed Availability Fee payable per Available Prisoner Place per day in accordance with paragraph 5(a) of this Schedule E;
- I2 is the Indexed Costs Fee payable per Available Prisoner Place per day in accordance with paragraph 5(b) of this Schedule E;
- R is  $\text{£}10 \times (1 + \frac{\text{RPIa} - \text{RPIb}}{\text{RPIb}})$ ;
- RPIa is the level of RPI relating to the prices prevailing in the month preceding the relevant Review Date by 3 months; and
- RPIb is the level of RPI relating to the prices prevailing in August 1997 being 157.1.

## 8. Formula for Daily Payment

The Contract Price payable in respect of any day to the Contractor shall be calculated according to the following formula:

$$(A \times C) + V + W$$

For the purpose of this paragraph 8:

- A is the total number of Available Prisoner Places (excluding Additional Prisoner Places) recorded in the Daily Report for that day;
- C is equal to the sum of  $F + I_1 + I_2$ ;
- F is the relevant Fixed Availability Fee payable per Available Prisoner Place per day in respect of the relevant Performance Year in accordance with paragraph 2 of this Schedule E;
- $I_1$  is the Indexed Availability Fee payable per Available Prisoner Place per day in accordance with paragraph 5(a) of this Schedule E;
- $I_2$  is the Indexed Costs Fee payable per Available Prisoner Place per day in accordance with paragraph 5(b) of this Schedule E;
- V is the Variable Payment payable in accordance with paragraph 6 of this Schedule E; and
- W is the Short-Term Doubling Payment payable in accordance with paragraph 7 of this Schedule E.

The amount of the invoice for the last month of each Performance Quarter will be reduced to reflect Performance Points incurred (if any) above the Quarterly Baseline Totals for that Performance Quarter. The amount of the reduction will be the lesser of:

- (i)  $(P - B) \times Q \times 0.0001$ ; and
- (ii)  $0.05 \times Q$

Where:

- P is the cumulative number of Performance Points incurred during the Performance Quarter calculated in accordance with Schedule F, up to and including the last day of the Performance Quarter;
- B is the Quarterly Baseline Total in accordance with Schedule F for the entire Performance Quarter; and
- Q is the aggregate of  $(A \times C) + V + W$  for each day falling in the period starting on and including the first day of the Performance Quarter and ending on and including the last day of the relevant Performance Quarter.

9. **Mechanism for Checking/Rectifying Daily Report**

(a) If any of the information contained in any Daily Report is found to be incorrect and, consequently, the Contractor receives an overpayment, then:

(i) the Contractor shall refund any amounts overpaid. Such refund shall be calculated in accordance with the following formula:

$$X - \frac{[(Y) \times X]}{Z}$$

Where:

X is the actual amount paid by the Authority since (but not including) the Inspection Date;

Y is the amount which would have been payable in respect of the single day for which the Daily Report was produced if the correct figures had been given; and

Z is the amount which would be payable in respect of the single day for which the Daily Report was produced if the figures given in the Daily Report were used.

(ii) the Authority shall be entitled to assume that the figures in all the Daily Reports for days in respect of which the Authority has not yet made payment since (but not including) the Inspection Date are incorrect to the same degree so that the amount payable in respect of such days shall be multiplied by a factor of (Y/Z), (where Y and Z have the meanings given above).

(b) If any of the information in the Daily Report is found to be incorrect solely as a result of an error or omission by the Authority and the Contractor demonstrates to the reasonable satisfaction of the Authority that such error or omission resulted in the Contractor receiving an underpayment in respect of that day, then:

(i) the Contractor will be entitled to a payment (equal to the amount by which the Contractor was underpaid by the Authority as a result of such error or omission) in respect of such day or days to which the error or omission related; and

(ii) the Daily Reports relating to days in respect of which no payment has yet been made by the Authority will be altered to the extent required to correct all such errors or omissions and any invoice already issued relating to such days and not yet paid by the Authority shall be amended by the Contractor to reflect such alteration;

(c) For the purposes of this paragraph 9, Inspection Date means the later of:

(i) the most recent day in respect of which the contents of the Daily Report were previously checked; and

- (ii) the day falling 90 days prior to the day in respect of which the Daily Report is found to be incorrect.

#### 10. Additional Prisoner Places Start-Up Fee

The Additional Prisoner Places Start-Up Fee shall consist of a single payment to be made when the number of Additional Prisoner Places, formally requested by the Authority, exceeds the relevant specified limit for the first time in the Contract Period. The amounts shall be as set out in the following table, which shall be increased on each Review Date in accordance with paragraph 11 below.

<b>Band</b>	<b>Relevant Specified Limits</b>	<b>Additional Prisoner Places Start-Up Fee £</b>
A	0	21,970
B	48	74,353
C	96	109,979
D	144	97,752

#### 11. Indexation of Additional Prisoner Places Start-Up Fee

The Additional Prisoner Places Start-Up Fee shall be adjusted to such amount as is calculated in accordance with the following formula:

$$S_1 = S_0 \times \left[ 1 + \frac{RPIa - RPIb}{RPIb} \right]$$

Where:

- S<sub>1</sub>** is the amount of the Additional Prisoner Places Start-Up Fee payable;
- S<sub>0</sub>** is the amount of the Additional Prisoner Places Start-Up Fee payable, set out in paragraph 10 of this Schedule E;
- RPIa** is the level of RPI relating to prices prevailing in the month preceding the last Review Date before the relevant request by the Authority for Additional Prisoner Places by 3 months; and
- RPIb** is the level of RPI relating to the prices prevailing in August 1997 being 157.1.

#### 12. Escort Fee

The annual fee for the provision of the Prisoner Escort Service referred to in Clause 30 for any Performance Year shall be the sum of the Indexed Annual Escort Fee and the Indexed Annual Escort Costs Fee, where these fees shall be such amounts during any Performance



Year being as set out in the following table, which shall be increased on each Review Date in accordance with paragraph 13 below.

Performance Year	Annual Escort Fee	
	Indexed Annual Escort Fee £	Indexed Annual Escort Costs Fee £
1	54,272	191,214
2→25	54,272	138,563

### 13. Indexation of the Escort Fee

Subject to Clauses 7 (Changes to Services) and 33 (Variation of Price) as at each Review Date, the components of the Annual Escort Fee shall be varied as follows.

The components of the Annual Escort Fee shall be varied at the beginning of each Performance Year by the formula stated below:

#### (a) Indexed Annual Escort Fee

The Indexed Annual Escort Fee shall be increased to such amount as is calculated in accordance with the following formula:

$$E1 = E0 \times \left(1 + \frac{RPIa - RPIb}{RPIb}\right)$$

Where:

E1 is the amount of the Indexed Annual Escort Fee.

E0 is the amount of the Indexed Annual Escort Fee, set out in paragraph 12 of this Schedule E.

RPIa is the level of RPI relating to the prices prevailing in the month preceding the relevant Review Date by 3 months; and

RPIb is the level of RPI relating to the prices prevailing in August 1997 being 157.1.

#### (b) Indexed Annual Escort Costs Fee

The Indexed Annual Costs Fee shall be increased to such amount as is calculated in accordance with the following formula:

$$E2 = E3 \times Mn$$

Where:

E<sub>2</sub> is the amount of the Indexed Annual Escorts Costs Fee;

E<sub>3</sub> is the amount of the Indexed Annual Escort Costs Fee, set out in paragraph 12 of this Schedule E; and

M<sub>n</sub> is 
$$\frac{([1 + \frac{RPIc - RPId}{RPId}] + [(1.015^{1/12})^n - 1]) \times M_{(n-1)}}{RPId}$$

Where:

M<sub>(n-1)</sub> at the first Review Date = 1 and at subsequent Review Dates is M<sub>n</sub>, as calculated at the previous Review Date;

RPIc is the level of RPI relating to the prices prevailing in the month preceding the relevant Review Date by 3 months;

RPId is at the first Review Date, the level of RPI relating to the prices prevailing in August 1997 being 157.1 and for subsequent review dates, the level of RPIc calculated at the last Review Date; and

n is at the first Review Date, the number of complete months which have passed between the Date of Signature and the Actual Opening Date, and

after the first Review Date, the number of complete months which have passed between the last Review Date and the current Review Date.

**This is Schedule F to the Minute of Agreement between The Secretary of State for Scotland and Kilmarnock Prison Services Limited dated 10 November 1997 for the Design, Construction, Management and Financing of a Prison at Kilmarnock.**

**PERFORMANCE MEASURES**

The Contractor's performance shall be assessed against a range of Performance Measures which monitor events and/or activities within the Prison.

Each Performance Quarter, the number of Performance Points accrued shall be measured against the Quarterly Baseline Total (25% of Annual Baseline Total for the Performance Year of which such Performance Quarter forms part), subject to adjustment in accordance with paragraph 3 of this Schedule. For each Performance Point above the Quarterly Baseline Total for such Performance Quarter, the Authority shall deduct 0.01% (1/100th of 1%) to a maximum of 5% of the Contract Price element of the total payment otherwise due for the relevant Performance Quarter. This deduction shall be made in accordance with the Contract.

To determine the score for each Performance Measure for each Performance Quarter, the number of times each Performance Measure (or incident to which the same relates) has occurred in such Performance Quarter shall be multiplied by the relevant number of Performance Points for such Performance Measure. The scores for each Performance Measure shall then be totalled to give the total Performance Points for such Performance Quarter.

Other than escapes by Prisoners, to which Clause 35.2 of the Contract applies, the Performance Measures, together with the relevant quantum of Performance Points for each occurrence of each Performance Measure for the purposes of Clause 35.1 of the Contract, are detailed below.

**1. Performance Measures**

<b>Performance Measures (as detailed in paragraph 2 of this Schedule)</b>	<b>Performance Points per Performance Measure/Incident</b>
Absconds:       Category 'C'	10
Category 'D'	5
Temporary Release - Inadequate Risk Assessment	5
Release of Prisoner in Error	30
Failure to Provide Accurate Daily Report	10
Failure to Input Basic Details into Prisoner Records Application	5
Failure to Process Accurate Warrant Details	10
Discovery Within Prison of Smuggled-In Item	25
Key/Lock Compromise	55

Performance Measure (as detailed in paragraph 2 of this Schedule)	Performance Points per Performance Measure/Incident
Failure of Security Procedures: Category 'A'	15
Category 'B'	10
Category 'C'	5
Category 'D'	1
Assault Against Staff and/or Others	
Serious Injury Assault	50
Minor Injury Assault	20
No Injury Assault	5
Assault Against Prisoners	
Serious Injury Assault	50
Minor Injury Assault	20
No Injury Assault	5
Incident of Concerted Indiscipline	20
Incident of Hostage Taking	10
Incident of Roof Climbing	30
Incident of Self-Harm	5
Incident of "Class A" Drugs	10
Incident of Other Drugs Other Than "Class A"	5
Contingency Planning Exercise (Non-Completion)	5
Fire Evacuation Exercise (Non-Completion)	5
Failure to Comply with Agreed Reporting Procedures	10
Tool/Implement Loss (Recovered)	2
Tool/Implement Loss (Not Recovered)	4
Failure to Provide Timeous Medical Assistance	5
Failure to see Medical Officer on Admission	2
Failure to Provide Meal	1
Failure to Comply with Health and Safety and Hygiene Requirements/Legislation	7.5
Failure to Respond to Prisoner Complaint Timeously	1
Substantiated Complaints Against Staff	10
Failure to Comply with Cleaning Schedule	5
Failure to Repair (Equipment and Services)	5
Failure to Repair (Accommodation and Other Areas of the Prison)	5
Failure to Deliver Regime Activity Hours (Sentenced Prisoners)	
Provision of 76%-95% of Hours	5
Provision of 66%-75% of Hours	10
Provision of 56%-65% of Hours	20
Provision of Equal to or less than 55% provision of Hours	30

<b>Performance Measure (as detailed in paragraph 2 of this Schedule)</b>	<b>Performance Points per Performance Measure/Incident</b>
Failure to Deliver Work Hours (Sentenced Prisoners)	
Provision of 76%-95% of Hours	5
Provision of 66%-75% of Hours	10
Provision of 56%-65% of Hours	20
Provision of Equal to or less than 55% provision of Hours	30
Failure to Provide Education Hours	
Provision of 76%-95% of Hours	5
Provision of 66%-75% of Hours	10
Provision of 56%-65% of Hours	20
Provision of Equal to or less than 55% provision of Hours	30
Failure to Provide Structured Activity Hours (Sentenced Prisoners)	
Provision of 76%-95% of Hours	5
Provision of 66%-75% of Hours	10
Provision of 56%-65% of Hours	20
Provision of Equal to or less than 55% provision of Hours	30
Failure to Deliver Regime Activity Hours for Remand Prisoners	
Provision of 76%-95% of Hours	5
Provision of 66%-75% of Hours	10
Provision of 56%-65% of Hours	20
Provision of Equal to or less than 55% provision of Hours	30
Failure to Provide Sentence Planning	5
Failure to Provide Prisoner Compacts	5
Failure to Deliver Offending Behaviour Programmes	5
Failure to Deliver Pre-Release Programmes	5
Visits - Failure to Start Within 20 minutes of Visitor Arriving	1
Prisoner Not Visited by Legal Adviser	5
Failure to Report/Incorrect Reporting of any Performance Measure	50

## 2. Definitions of Performance Measures

### 2.1 Keeping Prisoners in Secure Custody

(a) *Absconds*

Incident of a Prisoner ('C' or 'D' Security Category) who absconds from custody.

(b) *Temporary Release: Inadequate Risk Assessment*

Provision to the Controller of either an inadequate or incomplete risk assessment in accordance with Prison Rules on any Prisoner being considered for temporary release.

(c) *Release of Prisoner in Error*

The release of a Prisoner in error due solely to the fault of the Contractor.

(d) *Failure to Provide Accurate Daily Report*

Provision to the Controller of an inaccurate, incomplete or late Daily Report. The report must be provided to the Controller, at maximum, within one hour of nightly lock-up.

(e) *Failure to Input Basic Details into Prisoner Records Application*

Failure to input accurately a Prisoner's basic details into the Prisoner Records application to permit the identification of the Prisoner, including an electronic image, within one hour of admission.

(f) *Failure to Process Accurate Warrant Details*

Failure to input accurately a Prisoner's warrant details into the Prisoner Records application within 24 hours of admission.

(g) *Discovery within Prison of Smuggled-In Items*

Discovery of items neither available in, nor able to be made from material, in the Prison, excluding (1) those items to which paragraphs 2.2 (g) and (h) of these definitions refer; and (2) those found at initial points of search of staff, visitors, incoming goods (all types) and Prisoners on admission. Initial points of search shall be agreed with the Controller 3 months prior to the Contractual Opening Date.

(h) *Key/Lock Compromise*

Failure to observe procedures for key and lock security, as defined in the Contractor's Security Manual approved by the Authority; derived from the Prison Rules; or contained in the Authority's Security Standards and related Circular Instructions.

(i) *Failure of Security Procedures*

Failure to follow procedures for Prisoners, as defined in the Contractor's Security Manual approved by the Authority; derived from the Prison Rules; in the Authority's Category 'A' Instructions; or in the Authority's Security Standards and related Circular Instructions.

2.2 Maintaining Order, Control and a Safe Environment

(a) *Assault Against Staff and/or Others*

**Serious Injury Assault**

Where an individual requires hospital treatment outside the Prison as an in-patient; or medical treatment for concussion or internal injury; or fractures, scalds or burns, stabbing, crushing, extensive or multiple bruising, black eye requiring more than one treatment, broken nose, lost or broken tooth, cuts requiring suturing, bites, temporary or permanent blindness or sexual assaults.

**Minor Injury Assault**

Where an individual suffers grazes, scratches, abrasions, minor bruises, bruising around the eye requiring no further treatment, swelling or superficial cuts.

**No Injury Assault**

An assault which results in no physical injury.

(b) *Assault Against Prisoners*

**Serious Injury Assault**

Where an individual requires hospital treatment outside the Prison as an in-patient; or medical treatment for concussion or internal injury; or fractures, scalds or burns, stabbing, crushing, extensive or multiple bruising, black eye requiring more than one treatment, broken nose, lost or broken tooth, cuts requiring suturing, bites, temporary or permanent blindness or sexual assaults.

**Minor Injury Assault**

Where an individual suffers grazes, scratches, abrasions, minor bruises, bruising around the eye requiring no further treatment, swelling or superficial cuts.



## **No Injury Assault**

An assault which results in no physical injury.

**NB:** all assaults covered by paragraphs 2.2(a) and (b) above must be proven on adjudication or by criminal conviction for violence against the person (including attempted assaults, incitement and “assists”).

### (c) *Incident of Concerted Indiscipline*

A single incident of concerted indiscipline, as reported under the Authority’s Incident Reporting Instructions.

### (d) *Incident of Hostage Taking*

An incident of hostage taking, as reported under the Authority’s Incident Reporting Instructions.

### (e) *Incident of Roof Climbing*

An incident of roof climbing, as reported under the Authority’s Incident Reporting Instructions.

### (f) *Incident of Self-Harm*

Any known incident of deliberate self-harm requiring medical attention (ie suturing, observation for shock, concussion or on-going medical care) which is beyond basic first aid, or which results in death.

### (g) *Incident of “Class A” Drugs*

Where there is a positive result from any random, frequent or risk assessment drug test (as defined in MDT procedures).

**Note:** applies to all areas of the Facilities including specifically identified Drug Free Zones as agreed by the Controller.

### (h) *Incident of Drugs Other Than Class A”*

Where there is a positive result from any random, frequent or risk assessment drug test (as defined in MDT procedures).

**Note:** this measure does not apply to frequent testing programmes in specifically identified Drug Free Zones as agreed by the Controller.

### (i) *Contingency Planning Exercise (Non-Completion)*

Non-completion of exercise required under Section 7.8 of Part 1 of Schedule D.

### (j) *Fire Evacuation Exercise (Non-Completion)*

Non-completion of fire evacuation exercise required under Section 7.8 of Part 1 of Schedule D.

(k) *Failure to Comply with Agreed Reporting Procedures*

Failure to report an incident to the Authority, as defined in the Authority's Incident Reporting Instructions.

(l) *Tool/Implement Loss (Recovered)*

A loss and subsequent recovery within 24 hours of a tool or implement belonging to the Contractor or its Sub-contractors or their sub-contractor(s).

(m) *Tool/Implement Loss (Not Recovered)*

A loss and non-recovery within 24 hours of a tool or implement belonging to the Contractor or its Sub-contractors or their sub-contractor(s).

2.3 To Care for Prisoners with Humanity

(a) *Failure to Provide Timeous Medical Assistance*

In the event of emergency medical assistance being required, where the Prisoner is not seen by a member of the Medical Team within 15 minutes of the requirement for assistance.

(b) *Failure to See Medical Officer on Admission*

A Prisoner does not receive a medical examination by the Medical Officer within 24 hours of first admission to the Prison.

(c) *Failure to Provide Meal*

An occasion on which a meal was not available to a Prisoner in accordance with Part 1 of Schedule D.

(d) *Failure to Comply with Health and Safety and Hygiene Requirements/Legislation*

Service of an improvement or prohibition notice or a conviction for the infringement of Health and Safety or Environmental Health Legislation.

(e) *Failure to Respond to Prisoner Complaint Timeously*

Failure to reply, at minimum, in accordance with the procedures as specified in the Authority's Complaints Procedure.

(f) *Substantiated Complaints Against Staff*

A substantiated complaint by a Prisoner against a member of the Contractor's staff resulting in formal disciplinary action.

(g) *Failure to Comply with Cleaning Schedule*

A failure on any one day to clean the Prison with either the regularity or to the standards set out in Part 1 of Schedule D.

(h) *Failure to Repair (Equipment and Services)*

A failure to rectify timeously deficiencies in equipment and services which the Contractor is obliged to undertake under Schedules C and D of the Contract.

(i) *Failure to Repair (Accommodation and Other Areas of the Prison)*

A failure to complete timeously repairs to accommodation and other areas of the Prison Estate which the Contractor is obliged to undertake under Schedules C and D of the Contract.

2.4 Providing Prisoners With a Range of Opportunities to Exercise Personal Responsibility

Six months prior to the Contractual Opening Date, the Contractor shall agree final plans and procedures for regime activities with the Authority, as part of the Operational Proposals under Section 12 of Part 1 of Schedule D.

(a) *Failure to Deliver Regime Activity Hours (Sentenced Prisoners)*

Failure to provide relevant percentage of Regime Activity hours in a week as required under Section 12 of Part 1 of Schedule D.

**Note:** Regime Activity Hours equates to a minimum average of 12 hours unlock activity each day. Any period in excess of 14 hours unlock activity each day shall not be counted for Performance Measure purposes.

(b) *Failure to Deliver Work Hours (Sentenced Prisoners)*

Failure to provide relevant percentage of work hours in a week as required under Section 12 of Part 1 of Schedule D.

Contracted work hours shall equal 35 hours per week per Prisoner.

(c) *Failure to Deliver Education Hours*

Failure to provide education classes for a period of 45 hours each week, excluding Public and Privilege Holidays, for Prisoners through a combination of full-time education programmes and evening classes, as required under Section 12 of Part 1 of Schedule D.

(d) *Failure to Deliver Structured Activity Hours (Sentenced Prisoners)*

Failure to provide relevant percentage of structured activity hours each day as required under Section 12 of Part 1 of Schedule D.

**Note:** For the purposes of this sub-paragraph 2.4(d), activity hours shall be those geared to the Prisoner's daily regime plan for the working day.

(e) *Failure to Deliver Regime Activity Hours for Remand Prisoners*

Failure to provide a relevant percentage of Regime Activity Hours (Education/Work/Chapel/Library/PE/Recreation) in a week as required under Section 12 of Part 1 of Schedule D.

(f) *Failure to Provide Sentence Planning*

An instance of a sentenced Prisoner not receiving a plan or not having his plan reviewed in accordance with the timeframes for that class of Prisoner, as required by the Authority's Sentence Planning Manual.

(g) *Failure to Provide Prisoner Compacts*

An instance of a Prisoner who does not have the opportunity to sign or to have updated a Compact Agreement in accordance with the requirements of Section 12 of Part 1 of Schedule D.

(h) *Failure to Deliver Offending Behaviour Programmes*

When the number of Prisoners who complete accredited offending behaviour programmes is less than the target agreed for each Performance Quarter with the Controller. Performance Points are applicable in respect of each Prisoner who has failed to complete the course. Where Prisoners involved are denied completion of, or delayed from completing, their course for reasons adjudged acceptable to the Controller (eg transfer, health, disciplinary action), they shall not be counted in the Performance Measure calculation.

## 2.5 Helping Prisoners Prepare for Their Return to the Community

### (a) *Failure to Deliver Pre-Release Programmes*

When the number of Prisoners who complete accredited pre-release programmes is less than the target agreed for each Performance Quarter with the Controller. Performance Points are applicable in respect of each Prisoner who has failed to complete the course. Where Prisoners involved are denied completion of, or are delayed in completing, their course for reasons adjudged acceptable to the Controller (eg transfer, health, disciplinary action), they shall not be counted in the Performance Measure calculation.

### (b) *Visits - Failure to Start Within 20 Minutes of Visitor Arriving*

Provided the Prisoner is willing to accept and has made himself ready, visits do not commence within 20 minutes of visitor registration, subject to this being between 20 minutes prior to the booked time and the end of the designated visit period. Visits for later arrivals shall be curtailed to time available between arrival and end of designated visit period.

### (c) *Prisoner Not Visited by Legal Adviser*

A Prisoner does not receive a visit from a legal adviser within 48 hours of his request, the legal adviser being willing and able to visit within the agreed times for such visits.

## 2.6 Failure to Report/Incorrect Reporting of any Performance Measure

Failure to report, in accordance with Clause 35.1 of the Contract, or incorrect reporting of, any Performance Measure to the Authority.

3. The amount of the Baseline Total for each Performance Year shall be the Annual Baseline Total for such Performance Year identified in the table below:

Performance Year	Annual Baseline Total
1	2,740
2	2,603
3	2,473
4	2,349
5	2,232
6	2,120
7	2,014
8	1,913
9	1,818
10	1,727
11	1,684
12	1,642
13	1,601
14	1,561
15	1,522
16	1,484
17	1,446
18	1,410
19	1,375
20	1,341
21	1,307
22	1,281
23	1,255
24	1,230
25	1,206

In respect of each Performance Quarter, the quarterly Baseline Total (herein referred to as “the Quarterly Baseline Total”) for such Performance Quarter shall be 25% of the Annual Baseline Total for the Performance Year of which such Performance Quarter forms part. The Baseline Totals (in the above table) for each Performance Year assume a total of 500 Available Prisoner Places for the Prison. If the average number of Available Prisoner Places is less than 500 during any Performance Quarter, the Quarterly Baseline Total for such Performance Quarter shall be reduced proportionately. Similarly, where the average number of Available Prisoner Places is more than 500 during any Performance Quarter because the Contractor has provided Additional Prisoner Places, the Quarterly Baseline Total for such Performance Quarter shall be increased proportionately.

4. If the Authority and the Contractor agree at any time following the Full Operation Date that the Baseline Totals for each Performance Year shall be varied by comparison of similar Prisons or establishments operated by the Authority, or by another operator under contract to the Authority, the provisions of this Schedule F shall apply, subject to such agreement. However, any such agreement shall only have effect if it states the formula for variation of such Baseline Totals, which formula shall be as the Authority and the Contractor may agree. Either the Authority or the Contractor may make a proposal to the other for variation of the

Baseline Totals for each Performance Year, but the other shall not be bound to agree to such proposal, or to give any reasons for the rejection of same. In the absence of such agreement, the provisions of this Schedule F shall continue to apply for the whole of the Contract Period.

**This is Schedule G to the Minute of Agreement between The Secretary of State for Scotland and Kilmarnock Prison Services Limited dated 10 November 1997 for the Design, Construction, Management and Financing of a Prison at Kilmarnock.**

**PAYMENTS ON TERMINATION FOR DEFAULT**

The amount payable by the Authority to the Contractor following termination of the Contract pursuant to Clause 39 (**Termination for Default**) following the date of the Engineer's Declaration shall be calculated as follows:

1. the Lender Liabilities as at the date on which the Contract terminates (in accordance with the provisions of the Contract and the Direct Agreement) (but disregarding for these purposes any legal costs or expenses incurred by the Banks in connection with such termination, including for the avoidance of doubt, any costs or expenses incurred in respect of procuring a Substitute Entity); **less**
2. rectification and additional costs incurred by the Authority, as defined below (the **Rectification and Additional Costs**).

The Rectification and Additional Costs shall comprise the following items:

- (a) the amount of any capital expenditure (and incidental construction costs) reasonably required to place the Prison in the condition required under the Contract as at the date on which the Contract terminates (in accordance with the provisions of the Contract and the Direct Agreement) and such further capital expenditure (and incidental construction costs) as would be required to enable the performance of the Services (less the aggregate of (i) insurance proceeds which are (aa) received pursuant to policies maintained in accordance with Clause 6.1; and (bb) may be freely applied by the Authority against such expenditure; (ii) any amounts received by the Authority pursuant to Clause 6.4 of the Contract; (iii) any amount retained by the Authority pursuant to Clause 45.2; (iv) the amount (if any) paid to the Authority pursuant to any collateral warranties provided by the Construction Sub-contractor to the Authority in connection with such expenditure; and (v) all amounts payable but unpaid by the Authority in respect of such capital expenditure under the Contract, to the extent the work in respect of which such amounts are payable has been duly completed);
- (b) any costs and expenses incurred by the Authority as a result of:
  - (i) the exercise of powers under Section 111 of the Criminal Justice and Public Order Act 1994 pursuant to Clause 48.3 of the Contract; or
  - (ii) the Authority's step-in rights under Clause 39 of the Contract (the amount recoverable in relation to such step-in rights being subject always to Clause 39.10 and Clause 11.3 of the Direct Agreement);

which have not already been recovered by the Authority ;

- (c) any amounts reasonably and properly incurred or payable by the Authority to third parties, in respect of the termination of the Contract (other than any payment



calculated pursuant to this Schedule G) and the taking over of the Prison by the Authority, including, without limitation any amounts payable by the Authority, or liabilities for which the Authority may assume responsibility, consequent upon the application of the provisions of the Transfer of Undertakings (Protection of Employment) Regulations 1981 (but excluding, for the avoidance of doubt, any amounts payable by the Authority pursuant to Schedule E), and any amounts incurred by the Authority (to the extent that such amounts are in excess of the amounts that the Authority would have been paying in respect of such Prisoners under this Contract had it continued (**Excess Amounts**)) to provide secure accommodation for Prisoners previously held in the Prison (whether or not payable or incurred to third parties, but taking into account the availability of suitable accommodation at other prisons or alternative secure locations at the time) for such period as is required (i) to place the Prison (or such part thereof as may be damaged) in the condition required under the Contract; and (ii) to render it capable of being used to provide the Custodial Services; and

(d) additional costs (if any) required to operate the Prison in full conformity with the Contract from the date on which the Contract terminates (in accordance with the provisions of the Contract and the Direct Agreement) to the Expiry Date (calculated as the aggregate of:

- (A) Replacement Operator Costs; less
- (B) Sub-contractor Costs.)

For the purposes of calculating the amount payable under this Schedule G:

(A) the Rectification and Additional Costs shall be calculated by the Costs Expert who shall be instructed as follows:

(i) the nominal amounts of the Rectification and Additional Costs will be discounted to their present value as at the date on which the Contract terminates (in accordance with the provisions of the Contract and the Direct Agreement) at a discount rate equal to the sum of (a) the prevailing rate of inflation as evidenced by the RPI as at such date; and (b) 7.5%;

(ii) the Replacement Operator Costs shall be the costs of procuring a third party in the private sector to provide the Services from the date on which the Contract terminates (in accordance with the provisions of the Contract and the Direct Agreement) to the Expiry Date to the level of performance required by the Contract;

(iii) in determining the Replacement Operator Costs and the amount of any capital expenditure (and incidental construction costs), the Costs Expert shall consult with Qualifying Entities and have regard to the relevant costs of such other private sector entities;

(iv) if there are no Qualifying Entities or the Costs Expert is unable to obtain the relevant information referred to at paragraphs (ii) and (iii) above within a reasonably practicable time period, the Costs Expert shall

determine Replacement Operator Costs and the amount of any capital expenditure (and incidental construction costs) on the assumptions that (a) such an entity exists and has the appropriate qualifications, technical competence and experience; and (b) such capital expenditure (and incidental construction costs) are incurred in accordance with Good Industry Practice; and

(v) if paragraphs (ii) and (iii) above apply and the Costs Expert believes that he is unable properly to determine Replacement Operator Costs and the amount of any capital expenditure (and incidental construction costs) on the basis of paragraph (iv) above, the Costs Expert shall consult with the Authority to ascertain (a) the costs of performing the Services by the Authority and (b) and the amount of any capital expenditure (and incidental construction costs) and determine Replacement Operator Costs and such capital expenditure (and incidental construction costs) on the assumption that the Authority performs the Services and incurs the capital expenditure (and incidental construction costs) on commercial principles with a view to profit.

(B) Clause 63.3 shall apply to the Costs Expert mutatis mutandis.

For the purposes of this Schedule, the following expressions shall have the meanings set out below:

**Costs Expert** means one of three persons nominated by the Contractor and acceptable to the Authority (acting reasonably) provided that (i) the Authority shall inform the Contractor whether or not any such person is acceptable within 30 days of receiving a request from the Contractor, and (ii) if none of the nominated persons is acceptable to the Authority (acting reasonably), the Costs Expert shall be chosen by the President of the Chartered Institute of Arbitrators (Arbiters) Scottish Branch within 30 days of any application for selection by either party;

**Qualifying Entities** means private sector entities performing services substantially similar in nature to the Services;

**Sub-contractor costs** means the amounts that would have been payable in respect of I1 and I2, in each case calculated in accordance with the following **Assumptions**, to the Contractor by the Authority had the Contractor provided the Services from the date on which the Contract terminates (in accordance with the provisions of the Contract and Direct Agreement) to the Expiry Date to the level of performance required by the Contract; and

**This is Schedule H to the Minute of Agreement between The Secretary of State for Scotland and Kilmarnock Prison Services Limited dated 10 November 1997 for the Design, Construction, Management and Financing of a Prison at Kilmarnock.**

**VOLUNTARY TERMINATION**

**PAYMENT**

The amount payable by the Authority to the Contractor under this Schedule H shall be the aggregate of:

- (a) the Equity Value of the Contract as at the Termination Date;
- (b) reasonable redundancy payments made by the Operating Sub-contractor not to exceed £1,750,000 as at the Date of Signature values (to be indexed to the Termination Date at RPI inflation plus 1.5% per annum in accordance with the indexation of the Indexed Costs Fee as detailed in Schedule E) incurred by reason of the termination; and
- (c) the Tax Gross-Up

all calculated in accordance with the Assumptions.

Where:

**Assumptions** are as follows:

- (i) that RPI inflation will at all times following the Termination Date be equal to the average of:
  - (a) RPI inflation for the twelve month period preceding the Termination Date; and
  - (b) HM Treasury's published forecast for RPI inflation for the twelve month period after the Termination Date;
- (ii) that cost inflation in respect of wage and salary costs will be RPI inflation plus 1.5% per annum;
- (iii) that cost inflation in respect of all costs other than wage and salary costs will be RPI inflation;
- (iv) that the number of Available Prisoner Places, Additional Prisoner Places and Performance Measures in respect of each period (6 monthly) following the Termination Date will be the same as the average number of Available Prisoner Places, Additional Prisoner Places or Performance Measures (as the case may be) for the period from the Actual Full Operation Date to the Termination Date;
- (v) that the tax rates and tax regime in effect on the Termination Date will continue in effect until the Expiry Date (regardless of any proposals to change such rates or regime as at the Termination Date);

- (vi) that the debt pursuant to the Financing Agreements and any debt of the Contractor due to the Shareholders will be serviced and repaid in accordance with the terms relating thereto and that (to the extent funds are forecast as being available) the Contractor will comply with all other terms relating to such debt;
- (vii) that (to the extent funds are forecast as being available) distributions are made to the Shareholders such that all available cash is distributed subject to the terms of the Financing Agreements and the provisions of the Companies Acts (as in force on the Termination Date);
- (viii) that interest rates after the Termination Date will at all times remain at the levels in effect under the terms of the Hedging Agreements as at the Termination Date or, in respect of amounts outstanding under the Financing Agreements which are unhedged, at the six month LIBOR as at the Termination Date;
- (ix) that the Contractor carries on no business other than that of operating the Prison;
- (x) that no variation of the Contract Price occurs after the Termination Date (except as provided by Schedule E);
- (xi) that the Contract, and the Operating Sub-contract (or any replacement thereof in effect prior to the giving of the relevant Termination Notice), continues on the terms that are in effect immediately prior to the date of the Termination Notice without any subsequent amendment or variation thereto;
- (xii) that the Operating Sub-contractor is operating the Prison; and
- (xiii) that the Contract ends on the Expiry Date;

**Equity Value** is the lesser of:

- (i) the Maximum Equity Value as at the relevant Termination Date; and
- (ii) the present value of (a) the Extracted Cash Flows forecast to arise from the Termination Date to the Expiry Date and (b) the Future Operating Margin, calculated by discounting each amount from the middle of the period to which it relates to the Termination Date at the IRR:

**Extracted Cash Flows** means the periodic cash flows from the Date of Signature to the Expiry Date extracted from the Project Cash Flows showing (as net per period sums) amounts invested by the Shareholders in the Contractor and amounts received or forecast as being received by the Shareholders from the Contractor which will comprise the following:

- (i) the share capital of the Contractor that is paid up;
- (ii) subordinated debt advanced to the Contractor;
- (iii) dividends paid or to be paid by the Contractor after any deduction required to be made by the Contractor; and

(iv) interest and repayments paid by the Contractor in respect of subordinated debt after any deduction required to be made by the Contractor;

**Future Operating Margin** means in respect of any period following the Termination Date, the operating margin that would have been earned by the Operating Sub-contractor in respect of such period, being the Operating Margin Percentage multiplied by the amount forecast in the Project Cash Flows as payable by the Contractor to the Operating Sub-contractor pursuant to the Operating Sub-contract during such period;

**IRR** means the internal rate of return of the Extracted Cash Flows;

**Maximum Equity Value** is a maximum sum payable in respect of the Equity Value, as set out below:

		<b>In respect of the Period</b>		
		<b>From the Start of</b>	<b>To</b>	<b>Maximum Equity Value £'000</b>
1.	the 6th year after Contractual Opening Date (“COD”)		the end of that year	11,309
2.	the 7th year after COD		the end of that year	11,193
3.	the 8th year after COD		the end of that year	11,340
4.	the 9th year after COD		the end of that year	11,588
5.	the 10th year after COD		the end of that year	11,488
6.	the 11th year after COD		the end of that year	11,353
7.	the 12th year after COD		the end of that year	11,335
8.	the 13th year after COD		the end of that year	11,299
9.	the 14th year after COD		the end of that year	11,247
10.	the 15th year after COD		the end of that year	11,190
11.	the 16th year after COD		the end of that year	11,117
12.	the 17th year after COD		the end of that year	11,033
13.	the 18th year after COD		the end of that year	7,953
14.	the 19th year after COD		the end of that year	7,959
15.	the 20th year after COD		the end of that year	7,136
16.	the 21st year after COD		the end of that year	5,984
17.	the 22nd year after COD		the end of that year	4,645
18.	the 23rd year after COD		the end of that year	3,100
19.	the 24th year after COD		the end of that year	2,179
20.	the 25th year after COD		the end of that year	1,099

**Operating Margin Percentage** means the average operating margin earned by the Operating Sub-contractor in each period from the Actual Full Operation Date to the Termination Date expressed as a percentage of the payments received by it from the Contractor pursuant to the Operating Sub-contract (such operating margin being the difference between such payments received by the Operating Sub-contractor and the Operating Sub-contractor’s costs). The Operating Sub-contractor will be obliged to provide this information.

**Project Cash Flows** means cash flows showing the actual periodic cash flows of the Contractor and the Operating Sub-contractor from the Date of Signature to the Termination Date, and the forecast periodic cash flows of the Contractor from the Termination Date to the Expiry Date, in each case taking into account all receipts and expenditure and taxes payable or forecast as payable by the Contractor in respect of the financing, operation and maintenance of the Prison and all dividends and other amounts paid or forecast as to be paid by the Contractor to the Contractor’s Shareholders during each period and determined (in the case of forecast periodic cash flows) in accordance with the Assumptions. These shall be prepared in respect of six monthly periods:

- (i) from the Date of Signature up to the Termination Date (or in respect of such shorter period where the final period prior to the Termination Date is less than six months); and
- (ii) from the Termination Date until the Expiry Date (or in respect of such shorter period where the final period to the Expiry Date is less than six months).

The cashflows must be provided, together with such supporting evidence as the Authority may reasonably require to satisfy itself that they have been properly compiled and, in the case of cashflows from the Termination Date to the Expiry Date, are reasonable.

**The Tax Gross-Up Amount** shall be the amount by which:

- (a) the Equity Value of the Contract as at the Termination Date; and
- (b) any amounts due in relation to redundancy payments

must be increased in the event that the Contractor shall incur any liability for Taxation in respect of any payments made under this Schedule H so as to ensure that the net amount received by the Contractor (after account is taken of the Taxation consequences of the increased payment) is equal to the full amount which would have been received by it had no such liabilities to Taxation been incurred, provided that in no circumstances, shall Tax Gross-Up Amount exceed:

- (a) insofar as it relates to the Equity Value, 40% of the Equity Value; and
- (b) insofar as it relates to any redundancy payments made, 40% of such redundancy payments.

For the purpose of calculating the Tax Gross-Up Amount, the expression “Taxation” means:

- (a) any liability to corporation tax of the United Kingdom; and
- (b) the loss or use of any loss, relief, allowance, exemption, set-off or deduction in computing, or against, profits, income or gains of any description or from any source for the purposes of corporation tax of the United Kingdom save where such loss, relief, allowance etc or compensation payment is derived from the Project or the Contractor’s interest under the Lease

but shall not include any liability to advance corporation tax or loss or use of any reliefs as a consequence of a distribution of the payment made in accordance with this Schedule H by the Contractor whether by way of interest, dividend or other distribution, repayment or reduction or redemption of capital or indebtedness or return of assets or otherwise howsoever.

The Contractor shall keep the Authority fully informed of all negotiations with the Inland Revenue relating to any liability for Taxation in respect of any payment under this Schedule H. The Contractor shall not agree, accept or compromise any claim or issue or dispute relating to such liability without the prior written consent of the Authority which shall not be unreasonably withheld or delayed. The Authority may, if

it considers in good faith that such action is justified having regard to the likely costs and benefits, direct the Contractor to resist, appeal, defend or otherwise dispute any assessments relating to its liability for Taxation in respect of any payment under this Schedule H and the cost of any such dispute shall be at the Authority's expense. Where a dispute is prosecuted and results in a diminution in the Contractor's liability for taxation, an adjustment shall be made between the parties to reflect the outcome of the dispute.



**This is Schedule I to the Minute of Agreement between The Secretary of State for Scotland and Kilmarnock Prison Services Limited dated 10 November 1997 for the Design, Construction, Management and Financing of a Prison at Kilmarnock.**

## **NAMED REPRESENTATIVES OF AUTHORITY/CONTRACTOR**

### **Part 1 – Named Representatives of the Authority**

For the purposes of Clause 1.1.71 of the Contract, the following shall be a Named Representative of the Authority:

The Director of Finance and Information Systems  
Scottish Prison Service  
5 Redheughs Rigg  
Edinburgh  
EH12 9HW

### **Part 2 – Named Representative of the Contractor**

For the purposes of Clause 1.1.72 of the Contract, the following shall be a Named Representative of the Contractor:

The Managing Director  
Kilmarnock Prison Services Limited  
Centennial Court  
Easthampstead Road  
Bracknell  
Berkshire  
RG12 1YQ

**This is Schedule J to the Minute of Agreement between The Secretary of State for Scotland and Kilmarnock Prison Services Limited dated 10 November 1997 for the Design, Construction, Management and Financing of a Prison at Kilmarnock.**

**FINANCE PLAN**

	£'000	%
Construction Costs	28,820	77
Design and Management Fees	1,011	3
Fixtures and Equipment	1,690	4
Start-Up Costs	1,813	5
Capitalised Interest	2,693	7
External Advisory Fees	1,627	4
<b>Total Financing Required</b>	<b>37,654</b>	<b>100</b>
Equity	200	1
Sub-ordinated Debt	3,565	9
Leasing	0	0
Senior Debt	33,889	90
<b>Total Financing Provided</b>	<b>37,654</b>	<b>100</b>

**This is Schedule K to the Minute of Agreement between The Secretary of State for Scotland and Kilmarnock Prison Services Limited dated 10 November 1997 for the Design, Construction, Management and Financing of a Prison at Kilmarnock.**

**LETTER TO HEALTH AND SAFETY EXECUTIVE**

[On letterhead of Contractor]

Hedley Horsler Esq  
HM Principal Inspector of Factories  
Health and Safety Executive  
Scotland West Area Office  
375 West George Street  
Glasgow  
G2 4LW

Dear Sirs

**CONSTRUCTION (DESIGN AND MANAGEMENT) REGULATIONS 1994  
PROPOSED NEW PRISON AT KILMARNOCK**

We, Kilmarnock Prison Services Limited, declare that we will act as the client for the purposes of the Regulations referred to above in connection with the construction of the prison at Kilmarnock, the address of which is as follows:

[Set out full address of the construction site]

Documents may be served on Kilmarnock Prison Services Limited at the following address:

[Set out full address for service of documents]

Yours faithfully

Signed by [Name] [Position]  
for and on behalf of Kilmarnock Prison Services Limited

**This is Schedule L to the Minute of Agreement between The Secretary of State for Scotland and Kilmarnock Prison Services Limited dated 10 November 1997 for the Design, Construction, Management and Financing of a Prison at Kilmarnock.**

**SCHEDULE L: PART 1**

**COMPLIANCE MONITORING**

1. The Independent Engineer and his representatives will monitor the progress of the Works by all appropriate and necessary means, including (but not restricted to):
  - (i) monitoring the progress of the Contractor's design development, auditing the compliance of his designs and specifications against Schedule A and providing progress reports to the Authority;
  - (ii) observing and monitoring a sample of mock-ups, fabrications, construction and installation works;
  - (iii) carrying out procedural audits, as required;
  - (iv) overseeing and auditing a sufficient sample of the Contractor's own quality assurance and project control systems and procedures to satisfy himself that the Works comply with Schedule A;
  - (v) issuing Non-Compliance Notes and overseeing the resolution of these, as set out in this Schedule;
  - (vi) monitoring (but not conducting) the commissioning of components of the Works; and
  - (vii) during the commissioning stage, receiving the results of all tests on a daily basis and monitoring the records in order to ascertain that the commissioning is in accordance with parameters established in Schedule A.
2. The Independent Engineer has no authority to vary Schedule A. However, the Independent Engineer will facilitate the Authority's review of changes under the procedure set out in Part 3 of this Schedule L. The Independent Engineer will also monitor the progress of the project with respect to the Contractor's programme and advise the Authority of the anticipated Actual Opening Date.
3. The Contractor shall provide all necessary information and documentation to the Independent Engineer to enable him to discharge his responsibilities and duties. This information includes, but is not limited to, the following:
  - (a) a copy of the master programme for the Works;
  - (b) a copy of the weekly or similar detailed programmes showing when the Contractor intends to carry out key activities, whether off or on site;
  - (c) a list of relevant meetings and copies of minutes, as required;
  - (d) copies of working drawings, schedules and specifications prepared for the Works, as requested by the Independent Engineer and sufficient to demonstrate compliance with Schedule A and all other provisions of the Contract;

- (e) unhindered access to non-commercial correspondence, designs, drawings, documents register, technical and audit reports, consents, certificates and specifications to a level necessary to allow the Independent Engineer to assess compliance;
- (f) copies of all correspondence relating to planning and building control matters;
- (g) unhindered access to non-commercial documents concerning procurement schedules and orders placed, lists of main suppliers, and main and specialist sub-contractors working for the Construction Sub-contractor;
- (h) unhindered access to all quality control and quality assurance records including procedures and Method Statements for the Works. The Independent Engineer may request extracts of the Contractor's Method Statements from these files;
- (i) copies of all non-compliance reports generated by the Contractor and by the Construction Sub-contractor under the Construction Contract;
- (j) copies of commissioning reports;
- (k) copies of As-built drawings, Maintenance and Operating Manuals and the other documentation as set out in Part 3 of Schedule M, together with any documentation which the Construction Sub-contractor performing design and building works for the Contractor will produce when handing over the Prison and the Site to the Contractor;
- (l) a copy of the Health and Safety Plan and access to safety reports;
- (m) a copy of the Project Plan (which details how the Works shall be carried out), except the commercial section;
- (n) a copy of the building snagging list prior to handover of the Prison to the Contractor;
- (o) copies of the minutes of monthly meetings between the Construction Sub-contractor and its principal sub-contractors; and
- (p) copies of monthly progress reports prepared by or on behalf of the Contractor for the lenders or other parties concerned with the Contract.

4. The Contractor shall, and shall ensure that the Construction Sub-contractor shall, attend such meetings with the Independent Engineer as the Independent Engineer may reasonably request. The Contractor shall give reasonable advance notice of all meetings between the Contractor and the Construction Sub-contractor and shall permit the Independent Engineer to attend all such meetings which concern the design and/or construction of HM Prison, Kilmarnock.
5. The Independent Engineer shall act as the first channel of communication between the Authority and the Contractor on matters concerning design and construction of the Works.
6. The Contractor is responsible for delivering the Works and no approval or consent (whether express or implied) given or any comment made by or on behalf of the Authority or Independent Engineer during the course of their design and execution shall relieve the Contractor of such responsibility. However, the Independent Engineer will promptly bring to the attention of both the Authority and the Contractor any matters which may adversely affect the issue of the Engineer's Declaration. The Non-Compliance Note, in the form set out in Annex 2 to this Schedule, shall be used by the Independent Engineer for this purpose. Within 7 days, the Contractor must acknowledge receipt of each such Non-Compliance Note

and state the proposed remedial action, and thereafter take such remedial action as may be necessary to allow the timely issue of the Engineer's Declaration.

## 7. **Application**

The procedure set out in Parts 2 and 3 of this Schedule L shall apply to all stages of the Works up to the Engineer's Declaration.

## 8. **Project Quality Plan**

8.1 The Contractor will put in place project specific procedures tailored to suit the needs of this Contract, and in particular, the Engineer's Declaration. These will be embraced in the Project Quality Plan and other appropriate management systems.

In addition to the Contractor's own internal needs, these procedures will include the following:

- document approval to ensure that works are constructed and installed only after receipt of approved construction drawings;
- change control that reflects the provisions of this Schedule L of this Contract;
- document security control that reflects the provisions of Schedule M, but will be embraced under this management system, to provide a secure framework for document transmittal between all parties to the Contract;
- inspection and test plans sufficient to demonstrate that the quality of the constructed works meets the requirements and obligations set out in this Contract, and in particular, Schedule A;
- a non-conformance system which allows deficiencies and omissions in the constructed works to be rectified in an auditable manner; and
- the central compilation of record information in a registered format to support the application for the Engineer's Declaration.

## 8.2 **Audit Trail**

The Contractor shall keep records of all Change Proposals, together with the accompanying documentation (including the highlighted drawings).

## **SCHEDULE L: PART 2**

### **DEMONSTRATION OF COMPLIANCE DURING DESIGN DEVELOPMENT AND CONSTRUCTION**

#### **1. General Requirements**

- 1.1 The Contractor shall comply with the following requirements during the design and execution of the Works.
- 1.2 The Contractor shall carry out all necessary development of the design of the Works contained in Schedule A, but shall ensure that (subject to Part 3 of this Schedule L), the design of the Works (and their execution):
  - (a) complies fully with all applicable Legislation and any requirements of any Relevant Authority;
  - (b) complies fully with Schedule A and all other provisions of the Contract; and
  - (c) does not affect the ability of the Contractor to comply with the provisions of Schedule D or any other provision of the Contract.

The Contractor shall obtain any consents or permissions from any Relevant Authority which are necessary to comply with any Legislation or the requirements of that Relevant Authority. Where the requirements of any Legislation or any Relevant Authority are in conflict with any provision of Schedule A, the Contractor shall design and execute the Works in accordance with such Legislation or the requirements of the Relevant Authority, but shall depart from the provisions of Schedule A to the Contract only to the minimum extent necessary to do so, and shall seek to obtain any consent or permission from any Relevant Authority in such terms as require the least possible departure from the requirements of these Schedules.

- 1.3 Design Development is the development of the design of the Works set out in Schedule A.
- 1.4 The Contractor shall submit to the Independent Engineer copies of all drawings, designs, plans and specifications:
  - (i) that detail all significant changes within Design Development (but not minor changes); or
  - (ii) that detail changes that do not fall into the definition of Design Development (and which therefore constitute a Contractor's Change) to be dealt with in accordance with Part 3 of this Schedule L.

In each case, the Contractor shall be responsible for preparing a report in the form of the Change Proposal in Annex 1 to this Schedule and submitting it to the Independent Engineer for approval.

The Contractor shall be responsible for determining whether a proposed change in Design Development is significant. Notwithstanding the Contractor's decision if, in the opinion of the Independent Engineer, the Contractor has failed to report formally any significant change in Design Development to the Independent Engineer, it may result in the Independent Engineer being unable to issue the Engineer's Declaration.

- 1.5 In the event that the Independent Engineer is of the view that any report submitted to him under paragraph 1.4 above details a proposal that is incorrectly categorised, he shall inform the Contractor as soon as reasonably practicable. Thereafter, the Independent Engineer will deal with the report submitted to him, either as a significant change within Design Development or as a Contractor's Change, as the Independent Engineer deems to be appropriate. In the event that the Independent Engineer considers that any aspect of a design change submitted to him as Design Development does, in fact, fall within the category of Contractor's Change, he will notify the Authority. In addition, he may also issue a Non-Compliance Note (Annex 2 to this Schedule L). Within 7 days, the Contractor must acknowledge receipt of each such Non-Compliance Note and state the proposed remedial action, and thereafter take such remedial action as may be necessary to allow the timely issue of the Engineer's Declaration.
- 1.6 The Contractor shall ensure that no part of the Works based on any drawing, design, plan or specification submitted under terms of paragraph 1.4 are executed until the Independent Engineer has determined whether they are correctly classified as Design Development and has confirmed that he has no objections to the Works proceeding. Such decision by the Independent Engineer shall be given within 14 days of receipt of the report and all relevant documentation.
- 1.7 For the avoidance of doubt, it is hereby expressly declared that the Engineer's Declaration may be withheld in the event that development of the design is implemented other than in accordance with the procedures in Part 2 of this Schedule L.
- 1.8 The Non-Compliance Note will also be used by the Independent Engineer to notify the Contractor of any Works that come to the attention of the Independent Engineer where such Works may result in the Engineer's Declaration being withheld.
- 1.9 The Contractor, the Independent Engineer and the Construction Sub-contractor will meet each month to review the status of project compliance as shown in the Schedule kept for this purpose, with a view to resolving any outstanding compliance matters to prevent delay or future interpretation problems.

## 2. **Test of Reasonableness**

If, after a Non-Compliance Note has been issued, the Contractor notifies the Independent Engineer in writing that he disagrees with the issue of the Non-Compliance Note, the Independent Engineer will test the proposed change (against the criteria of equivalent or improved level of Custodial Service) which may result from the execution of that part of the Works to which the Non-Compliance Note relates, and also the specified operational performance and durability of the Prison. Following such test, the Independent Engineer shall either formally notify the Contractor that the issue of that Non-Compliance Note shall no longer prejudice the Engineer's Declaration or confirm his earlier decision to the Contractor, giving reasons for such confirmation.



## **SCHEDULE L: PART 3**

### **CONTRACTOR'S CHANGE PROCEDURE**

#### **Introduction**

1. Part 3 of this Schedule L sets out the procedure for any changes to the drawings, designs, plans or specifications by the Contractor which are categorised as Contractor's Changes.
2. For the avoidance of doubt, a Contractor's Change shall include:
  - 2.1 any proposed change which would result in the Works no longer complying with Schedule A or any other provision of the Contract;
  - 2.2 any change that would affect the ability of the Contractor to comply with the provisions of Schedule D or any other provision of the Contract; and
  - 2.3 a change to the location or composition of a secure line for any room, compartment of a building, building, or area (including the overall Prison perimeter), or a change to the locking or communications systems (including cell call and other alarms, fire alarms and smoke detectors, CCTV and movement sensors).

#### **Procedure**

3. Without prejudice to the Contractor's obligations in terms of Part 2 of this Schedule, the Contractor shall ensure that no part of the Works which may incorporate a Contractor's Change is carried out before all drawings, designs, plans and specifications showing the same as proposals are submitted to the Independent Engineer in accordance with Part 3 of this Schedule within such reasonable period prior to the execution of that part of the Works as may be necessary to enable the Independent Engineer to assess the proposed change and for the Authority to give its approval or otherwise. For the avoidance of doubt, it is hereby expressly declared that the Engineer's Declaration may be withheld in the event that a Contractor's Change is implemented other than in accordance with the procedure laid down in Part 3 of this Schedule.
4. Where the Contractor wishes to propose a Contractor's Change, the Contractor shall make a written application to the Authority in the form of the Change Proposal set out in Annex 1 to this Schedule. The written application shall contain the following information relating to the Contractor's Change:
  - 4.1 the reasons why the Contractor considers the Contractor's Change is necessary or desirable;
  - 4.2 where the Contractor's Change will give rise to an adjustment in the Contract Price because it arises out of a change to Prison Legislation, the information required pursuant to Clause 33 of the Contract (or the Contractor's best estimate thereof at the time of submitting the application);
  - 4.3 where the Contractor's Change will delay completion of the Works, the Contractor's reasonable estimate of the likely length of the delay; and
  - 4.4 such other information as is reasonably required by the Independent Engineer or the Authority for a sufficient understanding of the Contractor's Change proposed.

Notwithstanding that the written application referred to in this paragraph is a written application to the Authority, the Contractor shall direct the written application to the Independent Engineer for his attention. Receipt of the written application by the Independent Engineer shall constitute receipt of the written application by the Authority.

5. Subject to paragraph 7, the Authority shall, within the following 14 days or, in the case of multiple applications, a reasonable period of receiving the Contractor's written application(s), provide a written response to the Contractor which shall either:
  - 5.1 approve the Contractor's Change;
  - 5.2 request more information regarding the Change; or
  - 5.3 reject the proposed Change and provide reasons for the rejection.
6. In the event that the Authority accepts any Contractor's Change, Schedule A shall be deemed amended accordingly and the Contractor shall implement the Contractor's Change within the Works.
7. The Authority may request further information regarding the Contractor's Change. In the event that it does so, the time period referred to in paragraph 5 above shall run from the date of receipt of the further information rather than the date of receipt of the application(s) as specified in that paragraph.
8. The Contractor shall not incorporate any proposed Contractor's Change into the Works unless it receives the approval of the Authority in accordance with paragraph 5 above.
9. The Contractor will prepare a statement on the quality assurance systems and procedures to be adopted for design and construction to demonstrate that the Works will be executed in accordance with industry recognised quality assurance standards. In particular, this statement sets out how the Contractor will control design approval to prevent non-approved construction work being undertaken on or off site.

**This is Annex 1 to Schedule L to the Minute of Agreement between The Secretary of State for Scotland and Kilmarnock Prison Services Limited dated 10 November 1997 for the Design, Construction, Management and Financing of a Prison at Kilmarnock.**

**HM PRISON KILMARNOCK  
CHANGE PROPOSAL**

*(Sections 1-10 to be completed by Kilmarnock Prison Services Limited)*

1. NOTICE NO:	2. DATE:		
3. DRAWING/SPECIFICATION REFERENCES:			
4. TYPE OF CHANGE - this proposed change is either:	<b>Tick one box only</b>		
a significant change within design development which satisfies the requirements of paragraph 1.4 of Part 2 of Schedule L; or			
a Contractor's Change, as defined in paragraph 1.4 of Part 2 of Schedule L.			
5. RELEVANT DOCUMENTS APPENDED:			
6. DESCRIPTION OF CHANGE			
7. REASONS FOR CHANGE:	Tick as appropriate	REASONS FOR CHANGE (cont'd)	Tick as appropriate
Practicability		Security	
Operational Need		Health and Safety	
Maintenance		Prison Legislation*	
Statutory Need		Authority Instruction*	
Other (please specify)	*Section 10 also to be completed		

**HM PRISON, KILMARNOCK  
CHANGE PROPOSAL (SIDE 2)**

**NOTICE NO (AS SIDE ONE):**

**8. DETAILED REASON FOR CHANGE:**

**9. IMPACT OF CHANGE (including estimate of any changes to the programme):**

**10. COST IMPACT (only to be completed if Reason for Change is Prison Legislation or Authority Instruction)**

**11. We confirm the need for, and accuracy of, the change described above:**

**Signed** ..... **Name** ..... **for Premier Custodial**  
**Developments/Kvaerner** **Date** .....

**Signed** ..... **Name** ..... **for Premier Prison Services** **Date** .....

**Signed** ..... **Name** ..... **for Kilmarnock Prison Services**  
**Limited** **Date** .....

**For Authority use only**

Design Development - No Objection/Objection

**Signed** ..... **Name** ..... **for Mouchel Consulting Limited** **Date** .....

Change to Schedule A - Approved/Not Approved

**Signed** ..... **Name** ..... **for Scottish Prison Service** **Date** .....

**This is Annex 2 to Schedule L to the Minute of Agreement between The Secretary of State for Scotland and Kilmarnock Prison Services Limited dated 10 November 1997 for the Design, Construction, Management and Financing of a Prison at Kilmarnock.**

**NON-COMPLIANCE NOTE**

<b>Project: HM PRISON, KILMARNOCK</b>	<b>Note No:</b>  <b>Date:</b>	
<b>PART A: IDENTIFICATION OF PROBLEM - <i>What has gone wrong? (to be completed by Compliance Monitor)</i></b>		
<b>Description of Problem:</b>	<b>Date Reported:</b>	
<b>Issued by (Name):</b>  <b>Signature:</b>  <b>Date:</b>	<b>Accepted by (Name):</b>  <b>Signature:</b>  <b>Date:</b>	
<b>PART B: RESPONSE - <i>What do we do about it? (to be completed by Kilmarnock Prison Services Limited)</i></b>		
<b>Underlying Cause: why did it happen?</b>		
<b>Proposed Action: how do we correct the problem and prevent it happening again?</b>		
<b>Signature:</b>	<b>Name:</b>	<b>Date:</b>
<b>PART C: FOLLOW UP - <i>Has the problem been resolved? (To be completed by Compliance Monitor)</i></b>		
<b>Problem Resolved (Yes/No):</b>  <b>Comments</b>		
<b>Signature:</b>	<b>Name:</b>	<b>Date:</b>

**This is Schedule M to the Minute of Agreement between The Secretary of State for Scotland and Kilmarnock Prison Services Limited dated 10 November 1997 for the Design, Construction, Management and Financing of a Prison at Kilmarnock.**

Details in this Schedule have been redacted on the grounds that they are exempt from publication as their disclosure under the Freedom of Information (Scotland) Act 2002 would, or would be likely to, prejudice substantially the maintenance of security and good order in prisons or in other institutions where persons are lawfully detained. (35(1)(f) of the Act refers.)

**SCHEDULE M: PART 1**

**CONTROL OF DOCUMENTATION**

**1. Introduction**

1.1 The conditions set out below apply to the performance of the Services throughout the Contract Period and shall be observed by the Contractor. Further, the Contractor shall ensure and procure that the Documentation is managed and controlled by Sub-contractors and all other persons involved in any design, building, engineering, maintenance or operation of the Prison or any other works or services relating to the Prison in the manner set out in this Schedule.

**2. Definitions**

**3. Security of Documents**

**REQUIREMENTS FOR SECURITY OF DOCUMENTATION**

**4. Security Management System**

**5. Control of Documentation - Off-Site**

**6. Building Control Approval**

**7. Sub-contractor Procurement**

**8. Documentation Produced Off-Site**

**9. Control of Documentation - On-Site (During the Construction Works)**

**10. Movement of Documents**

**11. Loss of Documents**

**12. Archiving**



**SCHEDULE M: PART 2**

**ISSUE OF DOCUMENTATION TO THE AUTHORITY**



## **SCHEDULE M: PART 3**

### **AS-BUILT DRAWINGS, MAINTENANCE AND OPERATING MANUALS**

1. **Architect's Drawings**
2. **Documents and Approvals**
3. **Services Information**
4. **Structural Engineer's Drawings**
5. **Contamination Reports**
6. **External and Underground Services**

**This is Schedule N to the Minute of Agreement between The Secretary of State for Scotland and Kilmarnock Prison Services Limited dated 10 November 1997 for the Design, Construction, Management and Financing of a Prison at Kilmarnock.**

**SCHEDULE N: PART 1**

**INSURANCE DURING CONSTRUCTION PHASE  
CONSTRUCTION ALL RISKS INSURANCE**

- COVER:** All Risks of loss, destruction or damage to the Property Insured from any cause not excluded.
- INSURED PARTIES:**
1. **The Crown:** THE SECRETARY OF STATE FOR SCOTLAND, and his assignees and successors, and any other agency or Government body or department which has responsibility for prisons in Scotland.
  2. **The Principal:** Kilmarnock Prison Services Limited.
  3. **The Construction Contractor:** Kvaerner Construction Limited and Wackenhut Corrections (UK) Limited trading as Premier Custodial Developments (PCD) and/or Sub-contractors and/or suppliers of any tier and/or servants or agents acting on their behalf.
  4. Consultants to 1, 2 and 3 above (for site activities only).
  5. The Banks.
- PROPERTY INSURED:** All works and all materials and other goods for use in connection with or for incorporation therein, all facilities (including all designs, drawings, specifications and plans to be provided and work to be done by the Contractor under the Contract) relating to the service, design, supply, erection, testing, and commissioning of the Project, together with the temporary works or any other property goods for use in connection with or incorporation into the works whether supplied by or on behalf of the employer or installed by any insured Contractor or Sub-contractor or otherwise.

**PERIOD:** From the commencement of construction of the Project until the date when the interest insured transfers to the operational insurance programme, plus 12 months maintenance period thereafter.

**SUM INSURED:** £30,239,000.

**MAXIMUM DEDUCTIBLES:** £5,000 each and every loss.

**PRINCIPAL EXTENSIONS:** 72 hours clause.

12 months extended maintenance.

Professional fees - £1,500,000 any one occurrence.

Removal of debris and/or wreckage - £1,000,000 any one occurrence.

Automatic increase clause - limit 20% of sum insured.

Additional cost of working £1,500,000.

Plans and Documents Clause £500,000 any one occurrence.

Automatic re-instatement subject to additional premiums (not exceeding pro-rata) at time of re-instatement in respect of any loss exceeding £5,000,000.

Local Authority Clause.

Minimisation of loss.

Free issue materials.

Full value terrorism.

Waiver of Subrogation against all Insured Parties.

**PRINCIPAL EXCLUSIONS:** Loss of any of the insured property by theft or disappearance when the loss is revealed only in the course of an inventory undertaking.

The cost of making good wear and tear, gradual deterioration etc, but not consequential damage.

War, invasion, acts of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection or military or usurped power.

Consequential losses.

Nuclear Risks.

Physical loss or damage consequent upon use other than in connection with the Project.

Sonic bangs.

Consequence of faulty design, workmanship and materials (DE3 1995).

Fire prevention code compliance (not to be a condition precedent to liability).

**PRINCIPAL CONDITIONS:** Endorsement 1 attached to this Schedule - Loss Payable Clause.  
Endorsement 2 attached to this Schedule - Cancellation Clause.  
Endorsement 3 attached to this Schedule - Non-vitiation.  
Endorsement 4 attached to this Schedule - Communications.  
Endorsement 5 attached to this Schedule - Waiver of Subrogation and Cross Liability.  
Endorsement 6 attached to this Schedule - Re-instatement Value Cash Option.

**INSURER:** To be advised.

**ADVANCE LOSS OF PROFITS FOR CAR (Delay in Start-Up)**

**INDEMNITY:** In respect of financing costs (including but not limited to interest and principal repayments) and fixed costs (alternatively, full revenue cover) during the Indemnity Period arising from a delay in the commencement of commercial operation as a result of physical loss, destruction or damage covered under the Construction All Risks Policy.

**INSURED PARTIES:** Kilmarnock Prison Services Limited and the Banks.

**SUM INSURED:** £26,039,000.

**INDEMNITY PERIOD:** 24 months.

**MAXIMUM DEDUCTIBLES:** 60 days waiting period in the aggregate.

**PRINCIPAL EXTENSIONS:** Accountant's Clause.  
Contractor's Plant and Equipment Clause.  
Denial of Access (not limited to damage).  
Suppliers extensions - Specified Perils basis for specified suppliers - inner limit to be agreed.  
Automatic re-instatement of sum insured - subject to additional premium (not exceeding pro-rata) in respect of any loss exceeding £1,000,000.

**PRINCIPAL EXCLUSIONS:** The same as those for the Construction All Risks policy and:  
(i) excluding non-availability of funds - subject to additional premium (not exceeding pro-rata) in respect of any loss, exceeding £1,000,000.  
(ii) excluding fines, unless otherwise provided for.

**INSURER:** To be advised.

### **THIRD PARTY LIABILITY**

**COVER:** Legal liability of the Insured to pay (including claimants' costs and expenses) as damages in respect of:  
(i) death or bodily injury to or illness or disease contracted by any person;  
(ii) loss of or damage to property; or  
(ii) interference to property or any easement, right of air, light, water or way of the enjoyment or use thereof by obstruction, trespass, loss of amenities, nuisance or any like cause  
happening during the Period of Insurances and arising out of or in connection with the Project.

**INSURED PARTIES:** As for Construction All Risks Insurances.

**PERIOD:** As for Construction All Risks Insurances.

**MINIMUM LIMIT:** £10,000,000 any one occurrence/unlimited.

**MAXIMUM DEDUCTIBLES:** £5,000 each and every occurrence of property damage (personal injury claims will be paid in full).

PRINCIPAL EXTENSIONS: Cross liabilities.  
Contractual liability clause.  
Munitions of War Clause.  
Costs in addition to the limit (other than USA and Canada)  
Worldwide Jurisdiction.

PRINCIPAL EXCLUSIONS: Insured's own employees.  
Fines, penalties, punitive or exemplary damages.  
Liquidated damages.  
ABI Pollution Clause (aggregate limit of £10,000,000).  
War, invasion, acts of foreign enemies, hostilities (whether declared or not), civil war, rebellion, revolution, insurrection of military or usurped power.  
Nuclear Risks.  
Seepage, pollution or contamination unless caused by a sudden, unintended and unexpected happening.  
Medical Malpractice.  
Aircraft.  
Professional Indemnity, but not excluding personal or bodily injury.

PRINCIPAL CONDITIONS: Endorsement 2 attached to this Schedule - Cancellation Clause.  
Endorsement 3 attached to this Schedule - Non-Vitiation.  
Endorsement 4 attached to this Schedule - Communication.  
Endorsement 5 attached to this Schedule - Waiver of Subrogation and Cross Liability.

## **PROFESSIONAL INDEMNITY**

<b>COVER:</b>	Legal liability arising as a direct result of negligent act, error or omission arising out of professional duties in connection with the design and construction of the Project.
<b>INSURED PARTIES:</b>	The Contractor.
<b>MAXIMUM LIMIT:</b>	£10,000,000 any one occurrence or series of occurrences arising out of any one event but limited to £30m in the aggregate per annum.
<b>DEDUCTIBLE:</b>	£1,500,000 each and every loss.
<b>PERIOD:</b>	From the date of commencement of the Works until 12 years from Practical Completion Date, subject to Retro date being beginning of design.
<b>MEMORANDUM:</b>	<p>The policy is to include a memorandum whereby the policy extends to indemnify the Secretary of State for Scotland, and his assignees and successors, and any other agency or government body or department which has responsibility for prisons in Scotland (the “Secretary of State for Scotland”) and Kilmarnock Prison Services Limited in respect only of claims made against them by independent third parties arising from the performance by the Assured of its duties under the Contract.</p> <p>The indemnity provided by the memorandum applies separately to the Secretary of State for Scotland and Kilmarnock Prison Services Limited and nothing in the memorandum precludes one of the parties from relying on this policy should the action be brought by the other party.</p> <p>Provided always that such indemnity is subject to all policy terms, conditions and exclusions, and that the Secretary of State for Scotland and Kilmarnock Prison Services Limited are subject to those terms, conditions and exclusions in the same manner as the Assured.</p>

**CONSTRUCTION  
CONTRACTOR  
UNDERTAKING**

If the Professional Indemnity policy applies to other work not connected with this project, performed by the contractor, or anyone else, and the policy has a single aggregate limit for claims arising in anyone year, the Construction Contractor shall advise the Contractor immediately if he believes that the aggregate limit is likely to be reduced (as a result of the claim or otherwise) to less than £30m (including any reinstatement provision).

**NOTE:**

**The Kvaerner annual policy will be utilised for this cover.**

**STATUTORY INSURANCE**

- Motor Third Party Liability.
- Employers Liability - £10,000,000 indemnity any one occurrence.



## **SCHEDULE N: PART 2**

### **INSURANCE DURING OPERATION PERIOD**

All operational insurances will be in the name of:

#### **INSURED PARTIES**

1. **The Crown:** THE SECRETARY OF STATE FOR SCOTLAND, and his assignees and successors, and any other agency or Government body or department which has responsibility for prisons in Scotland.
2. **The Principal:** Kilmarnock Prison Services Limited.
3. **The Operator :** Premier Prison Services Limited.
4. The Banks.

Except for Loss of Revenue (Business Interruption), Directors and Officers Liability and Comprehensive Crime which will be in the name of the Principal and the Operator only, Motor and Employers Liability which will be in the name of the Principal, the Operator and the Crown only.

#### **MATERIAL DAMAGE ALL RISKS**

##### **COVER:**

All risks of loss or damage to the Property Insured from any cause not excluded and including Machinery Breakdown and Computer cover in respect of appropriate equipment.

##### **PROPERTY INSURED:**

All real and personal property used for or in connection with the ownership, maintenance and operation of the Project Facilities.

##### **SUM INSURED:**

£30,239,000 - Day one inflation basis 115%.

##### **MAXIMUM DEDUCTIBLE:**

£200,000 any one event (in a 7 day period) in respect of fire, riot and malicious damage;  
£250 for transit losses; and  
£10,000 each and every loss all other claims.

##### **PERIOD:**

12 months and annual renewable thereafter.

##### **PRINCIPAL EXTENSIONS:**

Replacement/reinstatement basis of claims settlement.

Architects' and surveyors' fees.

Debris removal costs.

Additional costs of complying with public authority requirements.

Costs of labour and computer time expended in reproducing documents or computer records, including accidental or malicious erasure.

Additional overtime, night work, holiday work, express freight costs and custom duties.

Automatic re-instatement of sum insured.

**PRINCIPAL EXCLUSIONS:**

War and civil war.

Radioactive contamination.

Deliberate acts or omissions of the Insured.

The cost of making good wear and tear, gradual deterioration, rust etc, gradually developing defects, flaws, deformation, distortion, cracks or partial fractures, defects in design, materials or workmanship but this shall not exclude subsequent damage resulting from an ensuing cause which is not otherwise excluded.

Consequential (financial) losses, loss of revenue, loss of use etc.

Sonic boom.

Loss of or damage to vehicles licensed for road use, marine vessels or aircraft.

Fidelity losses.

Endorsement 1 attached to this Schedule - Loss Payable Clause.

Endorsement 2 attached to this Schedule - Cancellation Clause.

Endorsement 3 attached to this Schedule - Non-vitiating.

Endorsement 4 attached to this Schedule - Communication.

Endorsement 5 attached to this Schedule - Waiver of Subrogation and Cross Liability.

Endorsement 6 attached to this Schedule - Re-instatement Value Cash Option Memorandum.

**INSURER:**

Royal & Sun Alliance lead.

## **LOSS OF REVENUE (BUSINESS INTERRUPTION)**

**INDEMNITY:** If any of the Property Insured under the Material Damage policy above is lost, destroyed or damaged by any of the risks, insured thereunder above and the operations carried on by the Operator are in consequence thereof interrupted or interfered with, then this Insurance will indemnify the Insured in respect of loss of revenue.

**SUM INSURED:** £26,268,000.

**INDEMNITY PERIOD:** 24 months.

**MAXIMUM DEDUCTIBLE:** £200,000 any one event (in a 7 day period) in respect of fire, riot and malicious damage;  
4 hour excess following mechanical breakdown; and  
£10,000 each and every loss all other claims.

**EXTENSIONS:** Denial of Access (not limited to damaged).  
  
Loss of Utilities.

**INSURER:** Royal & Sun Alliance lead.

## **THIRD PARTY LIABILITY (INCLUDING PRODUCTS LIABILITY)**

**ADDITIONAL INSURED:** Contractor and Sub-contractor during defects liability period for property damage only.

**COVER:** Legal liability of the Insured to pay (including claimants' costs and expenses) as damages in respect of:

- (i) death or bodily injury to or illness or disease contracted by any person including but not limited to prisoners held by the Insured;
- (ii) loss of or damage to property;
- (iii) interference to property or any easement, right of air, light, water or way of the enjoyment of use thereof by obstruction, trespass, loss of amenities, nuisance or any like cause;

happening during the Period of Insurance and arising out of or in connection with the Project.

**PERIOD:** 12 months and annual renewable thereafter.

**MINIMUM LIMIT:** £50,000,000 any one occurrence /unlimited but in all for products.

**MAXIMUM DEDUCTIBLES:** £5,000 each and every occurrence of property damage (personal injury claims will be paid in full).

**PRINCIPAL EXTENSIONS:** Cross liabilities.  
Contractual liability clause.  
Incident team coverage  
Costs in addition to the limit (other than USA, Canada).  
Worldwide Jurisdiction.

**PRINCIPAL EXCLUSIONS:** Insured's own employees.  
Fines, penalties, punitive or exemplary damages.  
Liquidated damages.  
War, invasion, acts of foreign enemies, hostilities (whether declared or not), civil war, rebellion, revolution, insurrection of military or usurped power.  
Seepage, pollution or contamination unless caused by a sudden, unintended and unexpected happening.  
Medical Malpractice.  
Watercraft exceeding 10 meters in length.  
Aircraft.  
Professional Indemnity.  
Nuclear Risks.

**PRINCIPAL CONDITIONS:** Endorsement 2 attached to this Schedule - Cancellation Clause.  
Endorsement 3 attached to this Schedule - Non-Vitiation.

Endorsement 4 attached to this Schedule -  
Communication.  
Endorsement 5 attached to this Schedule - Waiver of  
Subrogation and Cross Liability.

INSURER: London & Edinburgh.

#### **MEDICAL MALPRACTICE INSURANCE**

COVER: Legal liability in respect of Medical Malpractice in relation  
to Medical Practitioners and Hospital/clinic facilities at the  
Prison insofar as these are the responsibility of the Service  
Operator.

LIMIT: £2,500,000 in the aggregate.

DEDUCTIBLE: £5,000 each and every claim.

PRINCIPAL CONDITIONS: Endorsement 2 attached to this Schedule - Cancellation  
Clause.  
Endorsement 3 attached to this Schedule - Non-Vitiation.  
Endorsement 4 attached to this Schedule -  
Communication.  
Endorsement 5 attached to this Schedule - Waiver of  
Subrogation and Cross Liability.

INSURER: Marketform.

#### **COMPREHENSIVE CRIME**

COVER: Employee dishonesty and loss of money whilst on insured  
premises or in transit.

LIMIT: £500,000.

MAXIMUM DEDUCTIBLE: £25,000 each and every claim.

INSURER: Chubb.

#### **EMPLOYERS LIABILITY**

COVER: In a form complying with current legislation.

LIMIT: Minimum limit of liability - £10,000,000.

DEDUCTIBLE: Nil.

INSURER: London & Edinburgh.

PRINCIPAL CONDITIONS: In so far as this policy extends to employees of the

Secretary of State for Scotland, and his assignees and successors, and any other agency or Government body or department which has responsibility for Prisons in Scotland, the following endorsements will apply:

Endorsement 2 attached to this Schedule - Cancellation Clause.

Endorsement 3 attached to this Schedule - Non-Vitiation.

Endorsement 4 attached to this Schedule - Communication.

Endorsement 5 attached to this Schedule - Waiver of Subrogation and Cross Liability.

## **DIRECTORS' AND OFFICERS' LIABILITY**

COVER: Directors' and Officers' and Company Reimbursement.

LIMIT: £1,000,000 or equivalent in other currencies.

DEDUCTIBLE: Directors' and Officers' Liability - Nil.

Company Reimbursement - £10,000.

## **MOTOR**

COVER: In a form complying with current legislation.

DEDUCTIBLE:

**Private Car** - £100 accidental damage, fire, theft and windscreen.

**Commercial Vehicles** - £500 accidental damage, fire, theft and windscreen.

Policy to include a provision whereby any vehicle lent to Kilmarnock Prison Services Limited for the transport of Category "A" prisoners is covered for damage to the vehicle (losses payable to the Scottish Prison Services) and injury or damage to third party property/persons.

PRINCIPAL CONDITIONS:

In so far as this policy extends to employees of the Secretary of State for Scotland, and his assignees and successors, and any other agency or Government body or department which has responsibility for Prisons in Scotland, the following endorsements will apply:

Endorsement 2 attached to this Schedule - Cancellation Clause.

Endorsement 3 attached to this Schedule - Non-Vitiation.

Endorsement 4 attached to this Schedule -

Communication.

Endorsement 5 attached to this Schedule - Waiver of Subrogation and Cross Liability.

## **SCHEDULE N: PART 3**

Date As Postmark

Addressee

Dear Sirs

### **BROKER'S LETTER OF UNDERTAKING**

Pursuant to instructions received from the Principal/Operator and in consideration of your approving our appointment or continuing appointment as brokers in connection with the insurances covered by this letter, we hereby undertake in respect of the interests of the Insured Parties in the insurances referred to in Schedule N of the Minute of Agreement between The Secretary of State for Scotland and Kilmarnock Prison Services Limited, for the Design Construction, Management and Financing of a Prison at Bowhouse, Kilmarnock.

1. to use our reasonable endeavours to incept each Policy substantially in the forms detailed in Schedule N and to notify you promptly where we fail to do so
2.
  - (i) to advise you promptly upon receipt of notice of any material changes which we know to be material notification to us, which are proposed to be made in the terms of the insurances and which, if effected, would result in any material reduction in limits or coverage (including those resulting from extensions) or in any increase in deductibles, exclusions or exceptions
  - (ii) to notify you at least prior to the expiry of these insurances if we have not received instructions from the Operator to negotiate renewal, and, in the event of our receiving instructions to renew, to advise you promptly of the details thereof, and
  - (iii) to notify you at least 30 days prior to ceasing to act as brokers to the Operator (unless owing to circumstances beyond our control we cannot give such notice in which case we shall notify you promptly upon becoming aware that we shall cease, or that we have ceased, so to act);
3. to advise you:



- (a) without unreasonable delay if any insurer cancels or gives notice of cancellation of this insurance (unless owing to circumstances beyond our control we are unable to do so in which case we shall notify you promptly upon becoming aware of such cancellation or notice of cancellation); and
  - (b) without unreasonable delay of any act or omission or of any event of which we have knowledge and which might reasonably be foreseen as invalidating or rendering unenforceable in whole or in part this insurance;
4. to disclose to the insurers and to you any fact, change of circumstance or occurrence which we know to be material to the risks insured against under the insurances promptly when we become aware of such fact, change of circumstance or occurrence; (always providing that the afore-going shall not act to vary or displace the duty of disclosure of the Insured Parties);
5. to hold the insurance slips or contracts, the Policies with any renewal thereof of any new or substitute policies (in each case, issued only with your consent), to the extent held by us;

The above undertakings are given:

- (a) subject to our lien, if any, on the Policies referred to above for premiums due under the Policies and subject to any insurers' right of cancellation (if any) following default in excess of 30 days in payment of such premiums, but we undertake to advise you as soon as practicable if any such premiums are not paid to us by the due date and to give you a reasonable opportunity of paying such amounts of such premiums outstanding before notification of cancellation on behalf of the insurers; and
- (b) subject to our continuing appointment for the time being as insurance brokers to the Operator.

The letter shall be governed by and construed in all respects in accordance with Scottish Law.

Yours faithfully

**For and on behalf of Willis Corroon London Limited**

**This is Endorsement 1 to Schedule N to the Minute of Agreement between The Secretary of State for Scotland and Kilmarnock Prison Services Limited dated 10 November 1997 for the Design, Construction, Management and Financing of a Prison at Kilmarnock.**

**ENDORSEMENT 1**

**LOSS PAYABLE CLAUSE**

All proceeds of these insurances shall be payable without deduction or set-off in accordance with instructions given to the Insurer from time to time by the Insured Parties.

**This is Endorsement 2 to Schedule N to the Minute of Agreement between The Secretary of State for Scotland and Kilmarnock Prison Services Limited dated 10 November 1997 for the Design, Construction, Management and Financing of a Prison at Kilmarnock.**

## **ENDORSEMENT 2**

### **CANCELLATION CLAUSE**

The Insurer shall advise the Insured:

- (a) at least 90 days (or such lesser period (if any) as may be specified from time to time by Insurers in the case of war risks and kindred perils) before any cancellation is to take effect if any Insurers cancels or gives notice of such cancellation of any insurance relative to the insurance including in respect of non-payment of premium;
- (b) at least 90 days (or such lesser period (if any) as may be specified from time to time by Insurers in the case of war risks and kindred perils) before any reduction in limits or coverage, any increase in deductibles or any termination before the original expiry date is to take effect; or
- (c) of any act or omission or of any event of which the Insurer has knowledge and which might invalidate or render unenforceable in whole or in part any insurance.

**This is Endorsement 3 to Schedule N to the Minute of Agreement between The Secretary of State for Scotland and Kilmarnock Prison Services Limited dated 10 November 1997 for the Design, Construction, Management and Financing of a Prison at Kilmarnock.**

### **ENDORSEMENT 3**

#### **THE INSURED**

Each of the parties comprising the Insured shall for the purpose of this policy be considered a separate entity with the words "The Insured" applying to each as if they were separately and individually insured provided that the total liability of the Insurers under each section of this Policy to the Insured collectively shall not (unless the Policy specifically permits otherwise) exceed the Limit of Indemnity stated to be insured thereby.

Accordingly the liability of the Insurers under this Policy to any one of the Insured shall not be conditional upon the due observance and fulfilment by any other Insured of the terms of this Policy and of any duties imposed upon it relating thereto and shall not be affected by any failure in such observance of fulfilment by any such other Insured.

**This is Endorsement 4 to Schedule N to the Minute of Agreement between The Secretary of State for Scotland and Kilmarnock Prison Services Limited dated 10 November 1997 for the Design, Construction, Management and Financing of a Prison at Kilmarnock.**

## **ENDORSEMENT 4**

### **COMMUNICATIONS**

All notices or other communications under or in connection with this policy (as specified in Endorsement 2) shall be given to all insured parties in writing or by telex or facsimile. Any such notice will be deemed to be given as follows:

- (i) if in writing, when delivered;
- (ii) if by telex, when despatched but only if, at the time of transmission the correct answer back appears, at the start and end of the sender's copy of the notice; and
- (iii) if by facsimile, when transmitted but only if, immediately after the transmission, the sender's facsimile machine records the correct answer back.

The address, telex number of the Authority and the Banks for all notices under of in connection with this policy are those notified from time to time by the Authority for this purpose to the Principal/Operators Insurance Broker at the relevant time. The initial address, telex number and facsimile of The Authority and the Banks are as follows:

<b>The Authority:</b>	Secretary of State for Scotland
Address:	Scottish Prison Service, Calton House, 5 Redheughs Rigg, Edinburgh, EH12 9HW
Telex No:	TBA
Facsimile No:	0131-244-8557
Attention:	The Director of Finance and Information Systems
<b>The Banks:</b>	TBA
Telex No:	TBA
Facsimile No:	TBA
Attention:	TBA

It is further agreed that a notice of claim given by the Authority or the Banks or any other insured shall, in the absence of any manifest error, be accepted by the insurer as a valid notification of a claim.

**This is Endorsement 5 to Schedule N to the Minute of Agreement between The Secretary of State for Scotland and Kilmarnock Prison Services Limited dated 10 November 1997 for the Design, Construction, Management and Financing of a Prison at Kilmarnock.**

## **ENDORSEMENT 5**

### **WAIVER OF SUBROGATION AND CROSS LIABILITY**

It is agreed that the relevant underwriters or insurers shall waive any and all rights of subrogation against all insured parties including the Secretary of State for Scotland (including his assignees and successors, and any other agency or government body or department which has responsibility for prisons in Scotland) their assigns, agents, officers, directors, employees and servants (whenever acting in the capacity as such) and the Banks their assigns, agents, officers, directors, employees and servants (whenever acting in the capacity as such).

Further, in respect of the liability of one insured to another, each insured shall be entitled under the third party liability insurance to be indemnified in respect of claims made by any other insured provided that the limit of indemnity is not exceeded; this endorsement shall not apply where such rights are acquired in consequence of fraud.

**This is Endorsement 6 to Schedule N to the Minute of Agreement between The Secretary of State for Scotland and Kilmarnock Prison Services Limited dated 10 November 1997 for the Design, Construction, Management and Financing of a Prison at Kilmarnock.**

## **ENDORSEMENT 6**

### **RE-INSTATEMENT VALUE CASH OPTION MEMORANDUM**

It is hereby noted and agreed that subsequent to any loss the Secretary of State for Scotland (including his assignees and successors, and any other agency or government body or department which has responsibility for prisons in Scotland), following quantification of the loss, may elect to take a cash option equal to the reinstatement cost of the loss.

The cash option provided by this provision will only become payable, by insurers, following an irrevocable decision, by the Secretary of State for Scotland (including his assignees and successors, and any other agency or government body or department which has responsibility for prisons in Scotland), not to reinstate the loss.



**This is Schedule O to the Minute of Agreement between The Secretary of State for Scotland and Kilmarnock Prison Services Limited dated 10 November 1997 for the Design, Construction, Management and Financing of a Prison at Kilmarnock.**

**COLLATERAL WARRANTY**

**by**

**KVAERNER CONSTRUCTION LIMITED**

**and**

**WACKENHUT CORRECTIONS (UK) LIMITED**

**in favour of**

**THE SECRETARY OF STATE FOR SCOTLAND (“the Authority”)**

**HM Prison, Kilmarnock**

**This is Schedule O to the Minute of Agreement between The Secretary of State for Scotland and Kilmarnock Prison Services Limited dated 10 November 1997 for the Design, Construction, Management and Financing of a Prison at Kilmarnock.**

## COLLATERAL WARRANTY

by

**Kvaerner Construction Limited**, a Company incorporated under the Companies Acts with its registered office at Maple Cross House, Denham Way, Maple Cross, Rickmansworth, Hertfordshire, WD3 2SW and **Wackenhut Corrections (UK) Limited**, a Company incorporated under the Companies Acts with its registered office at 100 New Bridge Street, London, EC4V 6JA (hereinafter jointly referred to as the “Construction Sub-contractor”)

in favour of

**THE SECRETARY OF STATE FOR SCOTLAND**, (who and whose permitted successors and assignees are hereinafter referred to as the “Authority”)

### WHEREAS:

- (A) The DCMF Contractor has appointed the Construction Sub-contractor as contractor under the Construction Sub-contract in connection with the Development;
- (B) The Authority and the DCMF Contractor have entered into an agreement (“the DCMF Contract”) in connection with the Development; and
- (C) In terms of the DCMF Contract, the DCMF Contractor is obliged to procure that the Construction Sub-contractor enters into these presents;

The Construction Sub-contractor and the DCMF Contractor hereby agree and undertake as follows:

## 1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Warranty (including the foregoing recitals and this sub-clause), the following words and expressions shall have the following meanings:

“Construction contract”	Sub-	the Construction Sub-contract entered into between the DCMF Contractor and the Construction Sub-contractor dated <Insert date of Contract> in respect of the Development;
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“CDM Regulations”	the Construction (Design and Management) Regulations 1994 SI No 3140 as amended, extended and re-enacted from time to time;
“Development”	the design and construction of Kilmarnock Prison in accordance with the DCMF Contract, including (but not restricted to) site clearance, installation of all necessary infrastructure and services, all building and landscaping works and services, and all other works and services of whatsoever nature associated with such design and construction;
“Sub-contract Works”	the works to be carried out by the Construction Sub-contractor in accordance with the provisions of the Construction Sub-contract.

## 2. DUTY OF CARE

2.1 The Construction Sub-contractor warrants and undertakes to the Authority that:

- 2.1.1 it has carried out, and will continue to carry out, the design and execution of the Sub-contract Works in accordance with the common law, all applicable legislation and the terms of the Construction Sub-contract, in a good and workmanlike manner;
- 2.1.2 the Construction Sub-contractor is aware of the provisions of the DCMF Contract and has carried out and shall carry out the Sub-contract Works in such a manner as not to cause or contribute to any breach by the Contractor of the DCMF Contract; and
- 2.1.3 it has exercised, and will continue to exercise, all proper and reasonable skill, care and diligence in the performance of its obligations and duties arising out of the Construction Sub-contract such as could be expected of a competent and experienced contractor specialising in services similar to the design and execution of the Sub-contract Works having regard to the size, scope and complexity of the Development.

2.2 By entering into this Warranty, the Construction Sub-contractor acknowledges that the Authority has relied upon the Construction Sub-contractor’s skill and judgement in respect of those matters relating to the Development which lie within the scope of the Construction Sub-contractor’s express and/or implied responsibilities arising under the Construction Sub-contract, and the Construction Sub-contractor acknowledges and accepts that it shall owe a duty of care not only to the DCMF Contractor but also to the Authority.

### 3. DELETERIOUS MATERIALS

The Construction Sub-contractor undertakes that in providing the services and executing the works under the Construction Sub-contract it has not and will not use or specify for use in the Sub-contract Works any of the following materials and substances:

- a) High alumina cement in structural elements;
- b) Wood wool slabs in permanent formwork to concrete or in structural elements;
- c) Calcium chloride in admixtures for use in reinforced concrete;
- d) Aggregates for use in reinforced concrete which do not comply with British Standards Specification 882:1983 and aggregates for use in concrete which do not comply with the provisions of British Standards Specification 8110:1985;
- e) Calcium silicate bricks or tiles;
- f) Asbestos or asbestos based products;
- g) Lead or any materials containing lead which may be ingested, inhaled or absorbed except where copper alloy fittings containing lead are specifically required in drinking water pipework by any relevant statutory requirements;
- h) Urea formaldehyde foam or materials which may release formaldehyde in quantities which may be hazardous with reference to the limits set either prior to or at the time of construction by the Health and Safety Executive;
- i) Slipbricks;
- j) Vermiculite plaster;
- k) Lightweight or air-entrained concrete blocks;
- l) Sand and gravels for use in cement based products from a source not certified as lignite free;
- m) Materials which are generally composed of mineral fibres either man-made or naturally occurring which have a diameter of 3 microns or less and a length of 200 microns or less or which contain any fibres not sealed or otherwise stabilised to ensure that fibre migration is prevented;
- n) Other substances known to be deleterious at the time of use including without limitation substances which have been publicised in the Building Research Establishment Digest as being deleterious to health and safety or to the durability of the property in the particular circumstances in which they are used, and
- o) Any other substances not in accordance with British Standards and Codes of Practice at the time of specification and/or incorporation within the Development.

## **4. LIMITATION ON LIABILITY**

- 4.1 Where any circumstances giving rise to a breach of this Warranty would also give rise to a breach of the Construction Sub-contract, nothing in this Warranty shall operate to impose upon the Construction Sub-contractor any liability, duty or obligation to the Authority greater than that borne, or which would be borne, by the Construction Sub-contractor to the DCMF Contractor pursuant to the terms of the Construction Sub-contract.
- 4.2 The Construction Sub-contractor's liability under this Warranty shall cease and determine 10 years (save in respect of any latent defect in the Sub-contract Works in respect of which the Construction Sub-contractor's liability under this Warranty shall cease and determine after 20 years) from the date on which Practical Completion (as that expression is defined in the Construction Sub-contract) of the Sub-contract Works is deemed to have taken place under the Construction Sub-contract, or from the date of the earlier termination of the Construction Sub-contract, whichever shall be the earlier, except in respect of any claim made hereunder which has been notified to the Construction Sub-contractor by the Authority.

## **5. LICENCE**

- 5.1 The Construction Sub-contractor grants to the Authority an irrevocable full and free right and licence to copy and use for their own purposes in relation to the Development all plans, drawings, specifications, reports, calculations, models and others and any other copyright material prepared or commissioned by the Construction Sub-contractor in connection with the Development (including information contained in the Health and Safety File maintained under the CDM Regulations), and that notwithstanding the termination of the Construction Sub-contract.
- 5.2 The Construction Sub-contractor shall make available for inspection by the Authority on request all plans, drawings, specifications, reports, calculations, models and others held by the Construction Sub-contractor from time to time in connection with the Development and will provide copies thereof to the Authority on reimbursement of the costs reasonably and properly incurred by the Construction Sub-contractor in producing such copies.

## **6. INDEMNITY INSURANCE**

- 6.1 The Construction Sub-contractor confirms that it holds and shall maintain in force for a period of at least 10 years from the date of practical completion of the works comprised in the Development, professional indemnity insurance upon terms which shall provide an amount of cover for a minimum of £20,000,000 in the aggregate in respect of any neglect, error or omission of the Construction Sub-contractor in the performance of its professional obligations under the Construction Sub-contract relating to the design and construction of the Sub-contract Works. Such insurance shall be with a well-established and reputable insurance office in the United Kingdom.
- 6.2 The Construction Sub-contractor shall, as and when requested by the Authority, produce documentary evidence of the existence of such indemnity insurance.

6.3 If such insurance as referred to in Clause 6.1 ceases to be available to the Construction Sub-contractor or ceases to be generally available the Construction Sub-contractor shall immediately inform the Authority and shall effect and maintain such insurances as are available on such terms as the Authority shall approve.

## **7. ASSIGNATION**

7.1 The Construction Sub-contractor shall not assign its interest in this Warranty.

7.2 The Authority shall be entitled to assign its interest in this Warranty and all rights or remedies competent to it arising under or in terms of this Warranty to a person acquiring the Authority's interest in the Development or to a person responsible for the operation and maintenance of HM Prison, Kilmarnock, without the consent of the Construction Sub-contractor. Any such assignation shall be intimated to the Construction Sub-contractor.

## **8. TERMINATION OF SUB-CONTRACT**

8.1 Not later than 14 days prior to the Construction Sub-contractor terminating the Construction Sub-contract for any reason whatsoever the Construction Sub-contractor shall notify the Authority in writing of the Construction Sub-contractor's intention to do so.

8.2 The Construction Sub-contractor hereby agrees and confirms that this Warranty is entirely independent of its appointment under the Construction Sub-contract, and shall endure notwithstanding either the Construction Sub-contractor or the DCMF Contractor being entitled to terminate or rescind, or actually terminating or rescinding, the Construction Sub-contract or the Construction Sub-contract being defective, unenforceable or ceasing to be enforceable provided always that where the Construction Sub-contract is so terminated or rescinded, this Warranty shall extend only to the Works completed prior to such termination or rescission. Further, the Construction Sub-contractor hereby agrees and confirms that this Warranty is entirely independent of the DCMF Contract, and shall endure notwithstanding either the Authority or the DCMF Contractor being entitled to terminate or rescind, or actually terminating or rescinding, the DCMF Contract or the DCMF Contract being defective, unenforceable or ceasing to be enforceable provided always that where the DCMF Contract is so terminated or rescinded, this Warranty shall extend only to the Works completed prior to such termination or rescission.

## **9. WAIVER**

9.1 The Construction Sub-contractor hereby waives any claim for loss or damages suffered by it which it may at any time have against the Authority or any person employed by, or contracted by, the Authority arising from any failure by the Authority or such person to object to or comment on, or from any express or implied approval by the Authority or any such person to, any act or omission by the Construction Sub-contractor in connection with the Development.

9.2 The Construction Sub-contractor hereby confirms that they have no claim or cause of action against the Authority under or arising out of the Construction Sub-contract or any matters relating thereto





Every such notice shall be deemed:

- a) in the case of notices sent by Recorded Delivery post to have been received at noon on the second business day occurring after the date on which it was posted or sent excluding weekends and public or statutory holidays; and
- b) in the case of a facsimile transmission to have been received at the time specified in the facsimile activity report.

#### **14. SCOTS LAW TO APPLY**

This Warranty shall be governed and construed in accordance with the Law of Scotland and the Construction Sub-contractor and the DCMF Contractor prorogate the non-exclusive jurisdiction of the Scottish Courts.

#### **15. CONSENT TO REGISTRATION**

The Construction Sub-contractor and the Construction Sub-contractor consent to the registration of these presents for preservation and execution: IN WITNESS WHEREOF:

**This together with the computer diskette annexed comprises Schedule P to the Minute of Agreement between The Secretary of State for Scotland and Kilmarnock Prison Services Limited dated 10 November 1997 for the Design, Construction, Management and Financing of a Prison at Kilmarnock.**

The contents of this Schedule have been redacted on the grounds that they are exempt from publication as their disclosure under the Freedom of Information (Scotland) Act 2002 would, or would be likely to, prejudice substantially the commercial interests of any person (including, without prejudice to that generality, a Scottish public authority). (33 (1)(b) of the Act refers.)

**FINANCIAL PROJECTION**

**This is Schedule Q to the Minute of Agreement between The Secretary of State for Scotland and Kilmarnock Prison Services Limited dated 10 November 1997 for the Design, Construction, Management and Financing of a Prison at Kilmarnock.**

**LIST OF FINANCING AGREEMENTS**

1. Credit Facility Agreement relating to the Design, Construction, Management and Financing of HM Prison, Kilmarnock between (1) the Contractor, (2) The Governor and Company of the Bank of Scotland (as agent and security trustee), (3) The Governor and Company of the Bank of Scotland (as account bank), (4) Credit Lyonnais, The Dai-Ichi Kangyo Bank Limited and The Governor and Company of the Bank of Scotland (as arrangers, banks and hedging counterparties).
2. Hedging Agreement (ie ISDA Master Agreement, Schedule and Confirmation) between the Contractor and the Bank of Scotland Treasury Services Plc (including counter-indemnity from the Contractor to the Bank of Scotland).
3. Hedging Agreement (ie ISDA Master Agreement, Schedule and Confirmation) between the Contractor and Credit Lyonnais.
4. Hedging Agreement (ie ISDA Master Agreement, Schedule and Confirmation) between the Contractor and The Dai-Ichi Kangyo Bank Limited.
5. Fixed and Floating Charge between the Contractor as Chargor and The Governor and Company of the Bank of Scotland as Security Trustee.
6. Deed of Charge over Shares and Securities between Kilmarnock Prison (Holdings) Limited (as Chargor) and The Governor and Company of the Bank of Scotland (as Security Trustee).
7. Scottish Assignment in Security by the Contractor in favour of The Governor and Company of the Bank of Scotland as Agent and Security Trustee of Project Agreements.
8. Scottish Assignment in Security by the Contractor in favour of the Governor and Company of the Bank of Scotland as Security Trustee of the Bank Accounts.
9. Standard Security by the Contractor in favour of The Governor and Company of the Bank of Scotland as Agent and Security Trustee.
10. Shareholders' Agreement relating to the Contractor between Wackenhut Corrections Corporation, Wackenhut Corrections (UK) Limited, Serco Group Plc, Serco Investments Limited, Kilmarnock Prison (Holdings) Limited and the Contractor.
11. Shareholders' Undertaking between the Contractor, Wackenhut Corrections Corporation, Wackenhut Corrections (UK) Limited, Serco Group Plc, Serco Investments Limited, the Governor and Company of the Bank of Scotland and Serco Investments Limited.
12. Subordinated Credit Facility Agreement between the (1) Contractor and (2) Serco Investments Limited as Agent and Security Trustee, (3) Serco Investments Limited and Wackenhut Corrections (UK) Limited as Lenders and (4) Serco Group Plc and Wackenhut Corrections Corporation as Guarantors.
13. Subordinated Fixed and Floating Charge between the Contractor (as Chargor) and Serco Investments Limited (as Security Chargee.)

14. Subordinated Deed of Charge over Shares between Kilmarnock Prison (Holdings) Limited (as Chargor) and Serco Investments Limited (as Security Trustee.)
15. Subordinated Standard Security by the Contractor in favour of Serco Investments Limited as Agent and Security Trustee.
16. Subordinated Assignment in Security by the Contractor in favour of Serco Investments Limited as Agent and Security Trustee of the Project Agreements.
17. Subordinated Assignment in Security by the Contractor in favour of Serco Investments Limited as Agent and Security Trustee of the Bank Accounts.
18. The Agency Fees Letter referred to and defined in 1. above.
19. The Arrangement Fees Letter referred to and defined in 1. above.
20. The Direct Agreement.
21. The Construction Contract Direct Agreement referred to and defined in 1. above.
22. The Operator Direct Agreement referred to and defined in 1. above.

THE SECRETARY OF STATE FOR SCOTLAND

and

THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND  
as Agent

and

KILMARNOCK PRISON SERVICES LIMITED

DIRECT AGREEMENT

relating to the provision of a custodial  
service at H.M. PRISON KILMARNOCK

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## **DIRECT AGREEMENT**

between

- (1) **THE SECRETARY OF STATE FOR SCOTLAND** (the Authority);
- (2) **THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND** for itself and as agent and security trustee for and on behalf of the Banks (as defined below) (the Agent) of Broad Street House, 55 Old Broad Street, London, EC2P 2HL; and
- (3) **KILMARNOCK PRISON SERVICES LIMITED** (Company No. 3226951) whose registered office is at Centennial Court, Easthampstead Road, Bracknell, Berkshire, RG12 1YQ (the Contractor).

### **WHEREAS**

- (A) Under the Credit Agreement the Banks have agreed to make available certain credit facilities to the Contractor;
- (B) Under the DCMF Contract the Authority and the Contractor have agreed the terms on which the Contractor will design, construct, manage and finance, a prison at Kilmarnock;
- (C) It is a requirement of the Credit Agreement that this Direct Agreement is entered into by the parties;
- (D) It is recognised that in circumstances where there is a Credit Default (as defined in this Direct Agreement) the Banks wish to have the opportunity to preserve the Contractor's rights under the DCMF Contract or to appoint a third party to continue to operate the business of the Contractor as a going concern, and that the Authority should grant the Banks certain rights in such circumstances to allow them to do so; and
- (E) It is recognised that where an Event of Default has occurred under the DCMF Contract the Authority has certain step in rights pursuant to Clause 39.7 of the DCMF Contract and it is appropriate to further regulate the exercise of rights of the Authority and the rights of the Banks in this Direct Agreement.

**NOW IT IS AGREED** as follows:-

**1. DEFINITIONS AND INTERPRETATION**

1.1 In this Direct Agreement words and expressions defined in the DCMF Contract have the same meaning unless the context otherwise requires and:

- "Agent"** means The Governor and Company of the Bank of Scotland for itself and as agent and security trustee for and on behalf of the Banks;
- "Agent's Charge"** means the floating charge granted by the Contractor in favour of the Agent on or about the date of this Agreement;
- "Account Bank"** has the meaning given to it in the Credit Agreement;
- "Authority's Charge"** means the floating charge granted by the Contractor in favour of the Authority over the Equipment dated on or about the date of this Agreement;
- "Approval Date"** means, as the case may be, the Novation Approval Date or the Substitution Approval Date and, if both exist, the earlier thereof;
- "Banks"** has the meaning given to it in the Credit Agreement;
- "Charge"** means the Fixed and Floating Charge (dated on or about the date of this Direct Agreement) between the Company and the Agent;
- "Credit Agreement"** means the credit facility agreement dated on or about the date of this Direct Agreement between (among others) the Contractor as a borrower, the Agent and the Banks;
- "Credit Default"** means an Event of Default as defined in the Credit Agreement;



<b>"DCMF Contract"</b>	means the agreement for the design, construction management and financing of a custodial service at H.M. Prison Kilmarnock dated on or about the date of this Direct Agreement between the Authority and the Contractor;
<b>"Information Date"</b>	means the last date of receipt of all information required to be delivered by the Authority under Clauses 6.1 and 6.3 (which shall not include any information requested under Clause 6.2);
<b>"Insurance Account"</b>	means the account in the joint names of the Authority and of the Contractor opened on the books of the Account Bank and its principal office in Glasgow, located at 110 St Vincent Street, Glasgow, G2 5EJ, Sort Code 80-54-01, designated "Kilmarnock Prison Services Limited and Secretary of State for Scotland – Insurance Account" and numbered 00508280;
<b>"Insurance Claim"</b>	means a claim under the Insurances by or behalf of the Contractor and/or the Authority;
<b>"Insurance Event"</b>	means an event the occurrence of which the Contractor has insured against (or should have been insured against under the DCMF Contract);
<b>"Insurance Proceeds"</b>	means all proceeds of insurance payable to or received by the Contractor and/or the Authority under any Insurances in respect of an Insurance Event;
<b>"Insurance Threshold Amount"</b>	means £50,000 Index Linked;

<b>"Insurances"</b>	means the insurance policies required to be taken out from time to time in accordance with Schedule N of the DCMF Contract and Schedule 7 of the Credit Agreement;
<b>"Main Sub-Contractor"</b>	means either the Construction Sub-Contractor or the Operating Sub-Contractor;
<b>"Majority Banks"</b>	has the meaning given to it in the Credit Agreement;
<b>"Non-Step In Termination Date"</b>	means the date calculated in accordance with Clause 5.4;
<b>"Novation Approval Date"</b>	has the meaning given to it in Clause 7.2;
<b>"Novation Effective Date"</b>	has the meaning given to it in Clause 7.3;
<b>"Price Variation Guidelines"</b>	has the meaning given to it in the DCMF Contract;
<b>"Proposed Novation Notice"</b>	has the meaning given to it in Clause 7.1;
<b>"Proposed Substitute"</b>	has the meaning given to it in Clause 7.1;
<b>"Representative"</b>	means a licensed insolvency practitioner appointed by or at the Banks' request as an administrator, receiver, manager or administrative receiver of the Contractor and/or its assets;
<b>"Revenue Account"</b>	means the account so designated and maintained pursuant to the Credit Agreement;
<b>"Schedule"</b>	means the Schedule annexed to this Direct Agreement;
<b>"Security Documents"</b>	means any and all documents which are specified as such in the Credit Agreement and certified copies of which have prior to the date hereof been delivered to the Authority (or any substitute or additional such documents which are permitted or approved pursuant to the DCMF Contract);

<b>"Subordinated Lenders"</b>	means Wackenhut Corrections (UK) Limited and Serco Investments Limited as lenders under the subordinated loan agreement dated on or about the date of this Direct Agreement;
<b>"Substitute Entity"</b>	has the meaning given to it in Clause 7.8.1;
<b>"Substitution Approval Date"</b>	has the meaning given to it in Clause 8.2;
<b>"Termination Date"</b>	means the date calculated in accordance with Clause 5.3;
<b>"Undisclosed Liabilities"</b>	means any liabilities or obligations of the type referred to in Clause 6.1.1 of which the Authority was aware as at the time the Agent delivered the Written Undertaking or which could reasonably be expected to have been determined by the Authority had it made proper enquiry, but which were not notified to the Agent notwithstanding the Authority's obligation to do so pursuant to Clauses 6.1, 6.2 and 6.3; and
<b>"Written Undertaking"</b>	means the written undertaking from the Banks in the terms referred to in Clause 6.4

- 1.2 Save to the extent that the context or the express provisions of this Direct Agreement otherwise require:-
- (a) headings and sub-headings are for ease of reference only and shall not be taken into consideration in the interpretation or construction of this Direct Agreement;
  - (b) all references to Clauses and Schedules are references to Clauses of and Schedules to this Direct Agreement;
  - (c) the Schedules and Recitals to this Direct Agreement are an integral part of this Direct Agreement and reference to this Direct Agreement includes reference thereto;
  - (d) all references to agreements, documents or other instruments include (subject to all relevant approvals) a reference to that agreement, document or instrument as amended, supplemented, substituted, novated or assigned;

- (e) person includes any individual, partnership, firm trust, body corporate, government, agency, unincorporated body of persons or associations;
- (f) any reference to a public organisation shall be deemed to include a reference to any successor to such public organisation or any organisation or entity which has taken over the functions or responsibilities of such public organisation;
- (g) references to parties mean the parties to this Direct Agreement (including, in the case of references to the Agent, and/or as the case may be, the Banks) and references to a party mean one of the parties to this Direct Agreement and includes in each case their respective successors, transferees and assignees which, for the avoidance of doubt in the case of the Contractor, shall include each and any Substitute Entity;
- (h) all monetary amounts are expressed in pounds sterling;
- (i) any reference to any enactment, order, regulation or other similar instrument shall be construed as a reference to the enactment, order, regulation or instrument (including EC instrument) as amended or re-enacted; and
- (j) references to the singular include the plural and vice versa.

## **2. CONSENT TO SECURITY INTERESTS**

The Authority hereby consents to the security interests granted by the Contractor in favour of, amongst others, the Banks and the Subordinated Lenders (including, without limitation, those over all of its right, title, benefit and interest in and to the DCMF Contract) under the Security Documents.

## **3. TRANSFER**

3.1 The Authority agrees that it shall not enter into any assignment, transfer or disposal of any of its rights or obligations under the DCMF Contract or in respect of the Land unless and until the person to whom the assignment, transfer or disposal is made has agreed in writing with the Agent on the same terms as this Direct Agreement; Provided always that, unless the person to whom the Authority's interest (or part thereof) in the DCMF Contract is assigned is another Minister of the Crown:-

3.1.1 the Authority shall guarantee that person's obligations under this Direct Agreement as so assigned; and

3.1.2 the Authority shall obtain the Contractor's and the Agent's prior written consent to such assignment, transfer or disposal which consent shall not be unreasonably withheld or delayed.

#### **4. APPOINTMENT OF REPRESENTATIVE**

- 4.1 The Authority agrees that the Agent may, at any time, in accordance with the terms of the Financing Agreements, enforce its rights under the Security Documents by appointing a Representative and/or by applying for the appointment of an administrator. Any such appointment shall be without prejudice to the Authority's rights under the DCMF Contract.
- 4.2 If the appointment of a Representative is terminated at any time, the Representative shall be released from all obligations under the DCMF Contract and the Lease save to the extent that any sums became due and/or were contracted or fell to be discharged during the period of its appointment in circumstances where it would be personally liable for those sums.
- 4.3 Subject to Clause 7.8, but without prejudice to any liabilities incurred by the Representative or the Banks pursuant to this Direct Agreement, the Contractor shall continue to be liable for all of its obligations and liabilities (whenever occurring) under the DCMF Contract and the Lease, notwithstanding:-
- 4.3.1 the appointment of a Representative by or on the application of the Agent (acting on the instructions of the Majority Banks);
  - 4.3.2 such Representative's appointment being terminated;
  - 4.3.3 the giving of a Proposed Novation Notice; or
  - 4.3.4 any other provisions of this Direct Agreement.
- 4.4 The Authority agrees that, without prejudice to its rights to deliver a Termination Notice as provided in the DCMF Contract (but subject to Clause 5.1) or to exercise its rights under Clause 39.7 of the DCMF Contract, any Representative appointed by the Banks may (but shall not be obliged to) perform and discharge any obligations of the Contractor that have arisen prior to the date of its appointment and have not been fully performed and discharged and agrees that (without prejudice to any rights it may have against the Contractor), unless otherwise agreed between the Authority and the Representative, it shall have no claims against such Representative as a result of the Representative or the Contractor not performing or discharging any obligations which have arisen prior to the date of its appointment.

## **5. NOTICES AND EFFECT OF TERMINATION**

5.1 The Authority undertakes to and agrees with the Agent for the benefit of the Banks that it will send to the Agent at the same time as it gives any such notice to the Contractor a copy of:

5.1.1 any Rectification Notice;

5.1.2 any notice given pursuant to Clause 38.1.1(b) of the DCMF Contract; and

5.1.3 any Termination Notice.

5.2 The Authority may serve a Termination Notice to terminate the DCMF Contract at any time in accordance with and subject to the terms of the DCMF Contract. Such Termination Notice will take effect in accordance with the terms of the DCMF Contract, save where Clauses 5 and 7.8 of this Direct Agreement apply, in which case, the DCMF Contract and the Lease will terminate on the Termination Date.

5.3 Where a Termination Notice has been served pursuant to Clause 39 of the DCMF Contract only then provided:-

5.3.1 the Banks have forthwith upon receipt of the copy of the Termination Notice (and in any event within 5 business days of the date of receipt thereof) either (a) appointed a Representative on terms that (i) it will use all reasonable endeavours (to the extent that funding is available to the Contractor so to do) to cause the Contractor to comply with the terms of the DCMF Contract and (ii) it will not act in any manner such as to frustrate the exercise by the Authority of its powers under Clause 39 of the DCMF Contract and shall at all times co-operate with the Authority in connection with the conduct of the Services, or (b) agreed with the Authority (without prejudice to Clause 4 hereof) that no such Representative need be appointed at that time; and

5.3.2 all amounts payable by the Contractor to the Authority pursuant to the DCMF Contract which relate to and fall due for payment after the date of appointment of the Representative or which are the subject of a Written Undertaking are and continue to be paid to the Authority in accordance with the DCMF Contract;

the Termination Date shall (subject to Clauses 7.11, 8.11 and 12.1) be deemed to be the later of:-

- (a) the Non-Step In Termination Date and;
- (b) if the Authority has received a Written Undertaking , the earliest to occur of:
  - (i) the date upon which the Agent fails to pay within 3 business days of the due date therefor, any amount due to the Authority under the Written Undertaking, except where such failure to pay results solely from a technical or transmission failure in the banking system;
  - (ii) the date which the Agent notifies the Authority in accordance with Clause 6.5 as that upon which the Written Undertaking given to the Authority will expire; and
  - (iii) in the case of a Termination Notice dated prior to the date of the Engineer's Declaration, the day falling 120 days after the later of the Information Date and the Approval Date; and in the case of a Termination Notice dated after the date of the Engineer's Declaration, the day falling 90 days after the later of the Information Date and the Approval Date.

For the avoidance of doubt if any of the provisions of Clause 5.3.1 or 5.3.2 are not satisfied the Termination Notice shall take effect in accordance with the DCMF Contract and this Direct Agreement shall terminate.

5.4 The Non-Step In Termination Date shall be the earliest of the following dates:-

- 5.4.1 in the case of a Termination Notice dated prior to the date of the Engineer's Declaration, the date falling 60 days after the Information Date and in the case of a Termination Notice dated after the date of the Engineer's Declaration, the date falling 30 days after the Information Date; Provided that where the Authority provides further information pursuant to Clause 6.3 less than 10 business days prior to either such date which discloses obligations or liabilities which in the opinion of the Agent acting reasonably are material to the decision of the Banks whether or not to issue a Written Undertaking (and in the context of any sums payable "material" means increase of 5 per cent or more (in aggregate) of the total liability which would otherwise have arisen under the Written Undertaking before such information was provided) either such date shall be extended to the

- date falling 10 business days after the date that such further information is provided;
- 5.4.2 the date upon which the Agent notifies the Authority in writing that no Written Undertaking will be delivered;
- 5.4.3 the date when the Banks terminate the appointment of the Representative (unless, prior to such date, (a) all the Events of Default giving rise to the Termination Notice have been remedied or (b) the Novation Effective Date has occurred or (c) the Termination Notice has otherwise been waived or revoked by the Authority); and
- 5.4.4 the date when the Authority terminates the DCMF Contract pursuant to the terms of this Direct Agreement.
- 5.5 The Authority further undertakes to the Agent for the benefit of the Banks that after the giving of a Termination Notice where Clause 5.3 applies it will not take any further steps to terminate the DCMF Contract and the DCMF Contract shall not terminate until the Termination Date except that, without prejudice to any obligation it may have to pay compensation to the Contractor pursuant to the terms of the DCMF Contract or to the Agent pursuant to the terms of this Direct Agreement, the Authority may:-
- 5.5.1 terminate the DCMF Contract with immediate effect in accordance with Clause 44 (Corrupt Gifts and payments) in respect of any event occurring after the date of the Termination Notice; or
- 5.5.2 terminate the DCMF Contract at any time with immediate effect if any liquidated damages payable after the date of the Termination Notice pursuant to Clause 20 (Liquidated Damages) of the DCMF Contract have not been paid within 14 days of their due date, except where such failure to pay results solely from a technical or transmission failure in the banking system; or
- 5.5.3 serve a further Termination Notice on the Contractor (with a copy to the Agent) in respect of any further Events of Default under the DCMF Contract which occur after the date of the service of the subsisting Rectification Notice and which were not specified in the Rectification Notice; or



- 5.5.4 terminate the DCMF Contract at any time with immediate effect if (subject to Clause 5.3.2) any amount payable by the Contractor to the Authority pursuant to the DCMF Contract is not paid to the Authority in accordance with the DCMF Contract within 3 Business Days of the due date therefor under the DCMF Contract, except where such failure to pay results solely from a technical or transmission failure in the banking system; or
- 5.5.5 terminate the DCMF Contract at any time with immediate effect if there is any material breach of the terms of this Direct Agreement or if there is a further Event of Default which entitles the Authority to terminate the DCMF Contract by any of the Agent, the Representative or the Banks or the Contractor.
- 5.6 A Termination Notice can be revoked by the Authority at any time prior to the Termination Date. Without prejudice to Clause 7.8.4, the Authority shall be obliged to revoke a Termination Notice if the breach giving rise thereto is capable of remedy and if, before the Termination Date, the remedy thereof has been procured to the reasonable satisfaction of the Authority and the Agent has requested the Authority in writing to revoke the relevant Termination Notice.
- 5.7 The Authority shall promptly after any revocation of a Termination Notice inform the Agent and the Contractor of such revocation. On any such revocation, the rights and obligations of the parties shall be construed as if the relevant Termination Notice had not been given.

## **6. INFORMATION ON LIABILITIES AND OBLIGATIONS**

- 6.1 As soon as reasonably practicable after the date of the Termination Notice the Authority shall notify the Agent in writing of:-
- 6.1.1 any sums which it reasonably believes (having made proper enquiry) are then due and payable by the Contractor to the Authority under the DCMF Contract or which it reasonably believes (having made proper enquiry) will become so due and payable on or prior to the Non-Step In Termination Date including, if applicable, an estimate of any amounts which are or may become so due pursuant to Clause 39 of the DCMF Contract; and
- 6.1.2 any obligation of the Contractor owed to the Authority under the DCMF Contract performance of which it reasonably believes (having made proper enquiry) is then or will be outstanding on or prior to the Non-Step In Termination Date (including, for the avoidance of doubt, the on-going obligations after that date under the DCMF Contract).
- 6.2 The Agent may from time to time request the Authority to notify the Agent in writing of any liabilities or obligations of the type referred to in Clauses 6.1.1 or 6.1.2, provided that no such request may be made earlier than the date the Agent notifies the Authority of any Credit Default, the date of a Rectification Notice or the date of a Termination Notice.
- 6.3 Following a notification by the Authority under this Clause 6, the Authority shall from time to time continue to make proper enquiry and, promptly on becoming aware of the same, notify the Agent of any further liabilities or obligations falling within Clauses 6.1.1 or 6.1.2 above which will be due or outstanding on or prior to the Non-Step In Termination Date.
- 6.4 The Agent may notify the Authority in the case of a Termination Notice dated prior to the date of the Engineer's Declaration, not later than the date falling 60 days after the Information Date or, if applicable, such later date as may apply pursuant to Clause 5.4.1 and in the case of a Termination Notice dated after the date of the Engineer's Declaration, not later than 30 days after the Information Date or, if applicable, such later date as may apply pursuant to Clause 5.4.1, that the Banks will give (or procure that a corporate entity owned by the Banks gives) to the Authority a Written Undertaking to pay to the Authority or procure the discharge with effect from the

Non-Step In Termination Date (and regardless of whether the same becomes due before or after the Non-Step In Termination Date) of all amounts and obligations referred to in Clauses 6.1.1 and 6.1.2 when due in accordance with the DCMF Contract (subject to Clause 6.5 below) (including, for the avoidance of doubt, any actual amounts due pursuant to Clause 39.10 and not merely the estimates of such amounts) provided that where in accordance with Clause 6.3 the Authority notifies the Agent (after the giving of a Written Undertaking) of any additional liability of the Contractor and that liability relates to the period prior to the date the Written Undertaking was given, the Written Undertaking shall only apply to that additional liability if (a) such liability is not an Undisclosed Liability and (b) the Agent, does not within seven days of receipt of such notification from the Authority, serve notice to terminate the Written Undertaking in accordance with Clause 6.5 below.

- 6.5 The Agent may notify the Authority at any time after the Non-Step In Termination Date that any Written Undertaking provided by the Banks will expire on a day falling not less than 25 days after the service of the notice. Following service of such notice the Banks shall be liable pursuant to the undertaking only for all liabilities and obligations accrued as at the date of expiry of the notice.
- 6.6 The Authority acknowledges that the liability of the Banks under any Written Undertaking shall be several.
- 6.7 For the avoidance of doubt, the liability of the Banks pursuant to a Written Undertaking shall not exceed the amount of the relevant liability of the Contractor pursuant to the DCMF Contract.

## 7. NOVATION

- 7.1 At any time on or after the occurrence of a Credit Default but prior to the Termination Date if a Termination Notice has been served, the Agent may give notice on behalf of the Banks (a "**Proposed Novation Notice**") to the Authority that it wishes another person (being a person notified and not rejected pursuant to Clause 7.2) (which may (but not necessarily) be a company owned by the Banks or any of them or which has an interest in the shares of the Contractor) (a "**Proposed Substitute**") to assume by way of novation, sale, transfer or other disposal the rights and obligations of the Contractor under the DCMF Contract.
- 7.2 Prior to giving a Proposed Novation Notice and, if applicable, not later than 10 days after the Information Date, the Agent shall supply to the Authority the names and addresses of those persons which the Agent intends may be the subject of a Proposed Novation Notice and the Authority shall, as soon as reasonably practicably and in any event, within 6 days of receipt of such names and addresses, advise the Agent either (a) of any such persons which may not be the subject of a Proposed Novation Notice or (b) that any of said persons may be the subject of a Proposed Novation Notice such date of advice by the Authority to the Agent being referred to in the Agreement as the "**Novation Approval Date**". Only such persons which have been notified by the Agent to the Authority and not rejected may be the subject of a Proposed Novation Notice. Prior to giving its determination the Authority shall be entitled to meet with any such persons and the Agent shall use its reasonable endeavours to facilitate such meetings.
- 7.3 The Proposed Novation Notice shall specify a date, in the case of the period prior to the date of the Engineer's Declaration, falling not less than 30 days nor later than 120 days after the later of the Information Date (if applicable) and the Novation Approval Date and in the case of the period after the date of the Engineer's Declaration, a date falling not less than 30 days nor later than 90 days after the later of the Information Date (if applicable) and the Novation Approval Date, and in any event in both cases not later than the Termination Date (if any), on which the assumption by the Proposed Substitute pursuant to Clause 7.1 is to be effective (the "**Novation Effective Date**").
- 7.4 A novation in accordance with a Proposed Novation Notice shall only be effective if the Authority consents to that novation in writing in accordance with Clause 7.5 and

the Proposed Substitute assumes such rights and obligations of the Contractor under the Financing Agreements as the Banks may require. The Agent shall (as soon as practicable) supply the Authority with such information as the Authority reasonably requires to enable it to decide whether to grant such consent, including without limitation in relation to the Proposed Substitute:-

- 7.4.1 its name and registered address;
- 7.4.2 the names of its shareholders and the share capital held by each of them;
- 7.4.3 the names of its directors and secretary;
- 7.4.4 the manner in which it is proposed to finance the Proposed Substitute and the extent to which such finance is committed;
- 7.4.5 the resources (including contracts) which are to be made available to the Proposed Substitute to enable it (where relevant) to construct and complete and/or maintain and operate the Prison and fulfil the obligations of the Contractor under the DCMF Contract;
- 7.4.6 details regarding the manner in which the Proposed Substitute will operate the Prison if accepted; and
- 7.4.7 such other evidence as the Authority may reasonably require (which may also include a meeting or meetings with the Proposed Substitute and visits to any other prisons operated by such party) in order to consider whether its consent should be withheld pursuant to Clause 7.5.

7.5 Following receipt of a Proposed Novation Notice, the Authority may only withhold consent to a novation if:-

- 7.5.1 the Proposed Substitute does not have the legal capacity, power and authority to become a party to and perform the obligations of the Contractor under the DCMF Contract and the Lease; or
- 7.5.2 any officer of the Proposed Substitute:-
  - (a) has been convicted of a criminal offence relating to the conduct of his business or profession; or
  - (b) has committed an act of grave misconduct in the course of his business or profession; or
  - (c) has failed to comply with any payment obligations relating to the payment of any taxes or social security contributions; or

- (d) has made any serious misrepresentation in the tendering process for any project or matter in which the public sector has or had a significant participation; or
- (e) has failed to obtain or maintain any licence, consent or membership of any relevant professional body; or

7.5.3 the Proposed Substitute does not comprise or employ persons having, the appropriate qualifications, experience or technical competence or the resources available to it which are, in the opinion of the Authority acting reasonably, sufficient to enable it to perform the obligations of the Contractor under the DCMF Contract, including those obligations under the DCMF Contract which were not performed or properly performed prior to the date of Termination Notice.

7.6 The Authority shall notify the Agent in writing within 20 days of the later of receipt of a Proposed Novation Notice and the last date of receipt of all information required under Clause 7.4 (including any further evidence reasonably requested by the Authority) whether or not it has decided to grant such consent to the Proposed Substitute and if not, the reasons therefor.

7.7 If the Authority exercises its right under Clause 7.5 to withhold consent to a novation this shall not prejudice the ability of the Agent to give one or more subsequent Proposed Novation Notices pursuant to the provisions of Clause 7.1 containing changed particulars relating to the same Proposed Substitute or, subject to Clause 7.2, particulars relating to another Proposed Substitute provided that only one Proposed Novation Notice may be outstanding at any one time.

7.8 If the Authority consents to a Proposed Substitute in accordance with Clauses 7.4 and 7.5 then on the Novation Effective Date:-

7.8.1 the Proposed Substitute shall (provided that it assumes such obligations of the Contractor under the Financing Agreements as the Banks may require) become a party to the DCMF Contract (in such capacity, the "**Substitute Entity**") in place of the Contractor and thereafter shall be treated as if it had originally been named as a party thereto in place of the Contractor;

7.8.2 the Substitute Entity shall, save as otherwise agreed with the Authority:-

- (i) if a Written Undertaking has been issued, assume and perform the outstanding obligations and fulfil the undischarged liabilities of the Banks under the Written Undertaking; and
- (ii) assume and enjoy the rights and perform the obligations and fulfil the liabilities of the Contractor under the DCMF Contract (whether actual, accrued, contingent or otherwise and whether arising on, before or after the Novation Effective Date) including, for the avoidance of doubt, remedying within such period from the Novation Effective Date as the Authority may reasonably specify, all breaches of the DCMF Contract specified in any Rectification Notices by effecting the proposals for rectification pursuant thereto (or such other rectification proposals as the Authority may reasonably agree), and the Contractor (and any Representative) shall no longer enjoy those rights and shall be released from those obligations unless it has committed an act of grave misconduct in the course of his business or profession;

7.8.3 the Authority shall owe its obligations under the DCMF Contract arising on and after the Novation Effective Date to the Substitute Entity (including any undischarged liability in respect of any unremedied breach prior to the Novation Effective Date) and the receipt, acknowledgement or acquiescence of the Substitute Entity shall be a good discharge;

7.8.4 any grounds for termination of the DCMF Contract by the Authority (whether outstanding on or arising before the Novation Effective Date) shall be deemed to have no effect and subject to Clause 7.8.2, any subsisting Termination Notice shall be automatically revoked;

7.8.5 any grounds for termination of the DCMF Contract arising after the Novation Effective Date shall have effect so as to give rise to all of the Authority's rights (if any) to terminate the DCMF Contract and to deliver a Termination Notice thereunder; and

7.8.6 save to the extent that they are to be discharged by the Substitute Entity under the DCMF Contract, the Banks shall discharge all outstanding obligations to the Authority under the Written Undertaking, whereupon,

such Written Undertaking shall immediately expire and the Banks shall have no further liability to the Authority under such Written Undertaking.

- 7.9 The Authority acknowledges that any transfer of the Contractor's rights and obligations made in accordance with this Clause 7 shall be deemed to have been made with the Authority's prior written consent and otherwise fully in accordance with the DCMF Contract.
- 7.10 It shall be a condition of any novation of any of the rights of the Contractor under the DCMF Contract that the Proposed Substitute on the Novation Effective Date pays to the Authority any and all sums which may be due but remain unpaid to the Authority under the DCMF Contract (or to the extent that such sums cannot be calculated on the Novation Effective Date gives a written undertaking to discharge such sums upon request).
- 7.11 Notwithstanding any other provision of this Direct Agreement, where, prior to the Termination Date, the Authority has received evidence to its satisfaction from the Agent that: (a) the Banks are in bona fide discussions with a Proposed Substitute; (b) that such negotiations are being pursued in a diligent and timely manner; and (c) that there is a reasonable prospect that the Novation Effective Date will occur within the thirty day period referred to below; then the Authority will, if requested by the Agent, extend the Termination Date for a further period of 30 days and the provisions of this Clause 7.11 shall apply *mutatis mutandis* to such revised Termination Date.
- 7.12 A Representative shall be entitled to give a Proposed Novation Notice and for that purpose the provisions of this Clause 7 shall apply to any such Representative as if it were the Agent.

## **8. REMOVAL OF SUB-CONTRACTOR**

- 8.1 At any time after the occurrence of a Credit Default (whether or not a Termination Notice has been served) but prior to the Termination Date if a Termination Notice has been served, the Agent may give notice (a "Proposed Substitution Notice") to the Authority that it wishes to appoint a new Main Sub-Contractor (being a person notified and not rejected pursuant to Clause 8.2).
- 8.2 At any time after the occurrence of a Credit Default but not later than 10 days after the Information Date (if applicable) the Agent shall supply to the Authority for approval a list of those persons which it intends may be the subject of a Proposed



Substitution Notice. The Authority shall, as soon as practicable and in any event, within 6 days of receipt of such list of persons, advise the Agent either (a) of any such person which may not be the subject of a Proposed Substitution Notice or (b) that any one or more of such persons may be considered for such appointment; such date of advice by the Authority to the Agent being referred to in this Direct Agreement as the "Substitution Approval Date". Only such persons which have been notified by the Agent to the Authority and not rejected shall be eligible to be appointed as a new Main Sub-Contractor pursuant to Clause 8. Prior to giving its determination the Authority shall be entitled to meet with any such persons and the Agent shall use its reasonable endeavours to facilitate such meetings.

8.3 The Proposed Substitution Notice shall specify a date, in the case of the period prior to the date of the Engineer's Declaration falling not less than 30 days nor later than 120 days after the later of the Information Date (if applicable) and the Substitution Approval Date and in the case of the period after the date of the Engineer's Declaration, a date falling not less than 30 days nor later than 90 days after the later of the Information Date (if applicable) and the Substitution Approval Date and, in any event, not later than the Termination Date (if any) on which the appointment of the new Main Sub-Contractor pursuant to Clause 8.1 is to be effective (the "Substitution Effective Date").

8.4 Any appointment of a new Main Sub-Contractor in accordance with a Proposed Substitution Notice shall only be effective if the Authority so consents to that appointment in writing in accordance with Clause 8.5 and, subject to Clauses 8.9 and 8.10, the new Sub-Contract imposes on the new Main Sub-Contractor no fewer obligations than those imposed upon the existing Main Sub-Contractor under the existing Main Sub-Contract. The Agent shall (as soon as practicable) supply the Authority with such information as the Authority reasonably requires to enable it to decide whether to grant such consent pursuant to Clause 8.5 of the DCMF Contract including without limitation in relation to the proposed new Main Sub-Contractor:-

8.4.1 its name and registered address;

8.4.2 the names of its shareholders and the share capital held by each of them;

8.4.3 the names of its Directors and Secretary;

- 8.4.4 the resources (including contracts) which are to be made available to the new Main Sub-Contractor to enable it to fulfil the obligations to be placed upon it under the relevant Sub-contract;
  - 8.4.5 the manner in which it is proposed to finance the Main Sub-Contractor and the extent to which such finance is committed;
  - 8.4.6 details regarding the manner in which the new Main Sub-Contractor will operate and maintain, or, as the case may be, construct the prison if it accepts; and
  - 8.4.7 such other evidence as the Authority may reasonably require (which may also include a meeting or meetings with the proposed new Main Sub-Contractor and visits to any prison operated by such person) in order to consider whether its consent should be withheld pursuant to Clause 8.5.
- 8.5 Following receipt of a Proposed Substitution Notice, the Authority may only withhold consent to a new Main Sub-Contractor in respect of which information has been provided to it in the circumstances set out in Clause 8.1 if:-
- 8.5.1 the new Main Sub-Contractor does not have the legal capacity, power and authority to become a party to and perform the obligations to be placed upon it under the relevant Sub-contract;
  - 8.5.2 the new Main Sub-Contractor does not comprise or employ persons having the appropriate qualifications, experience or technical competence or does not have the technical or financial resources available to it which are in the opinion of the Authority acting reasonably, sufficient to enable it to perform the obligations imposed upon it under the relevant Sub-Contract (including those obligations under the DCMF Contract (and, if relevant, the Lease) which were not performed prior to the date of any Termination Notice (if any)); or
  - 8.5.3 any officer of the new Main Sub-Contractor falls within any of the categories set out in Clause 7.5.2 (a)-(e); or
  - 8.5.4 where under the DCMF Contract the Authority is required to approve of such persons, any person who will be required to work or perform duties at the Prison immediately upon the appointment of the new Main Sub-

- Contractor or any employees of the new Main Sub-Contractor has not been approved by the Authority; or
- 8.5.5 any person that will carry on custodial duties in the Prison immediately upon the appointment of the new Main Sub-Contractor has not been certified as Prisoner Custody Officers by the Authority as required under Section 114 and Schedule 6 of the Criminal Justice and Public Order Act 1994; or
- 8.5.6 any person employed by the new Main Sub-Contractor is not contractually obliged to comply with all procedures and obligations imposed upon the Contractor in respect of staff under the DCMF Contract.
- 8.6 The Authority shall notify the Agent in writing within 20 days of receipt of the Proposed Substitution Notice and the last date of receipt of all information required under Clause 8.4 (including such further evidence reasonably requested by the Authority) whether or not it has decided to grant such consent to the Proposed Substitute and, if not, the reasons therefor.
- 8.7 If the Authority exercises its rights under Clause 8.5 to withhold consent to a new Main Sub-Contractor this shall not prejudice the ability of the Agent to give information pursuant to Clause 8.4 containing a change of particulars relating to the same proposed new Main Sub-Contractor or, subject to Clause 8.2, particulars relating to one or more proposed new Main Sub-Contractors provided that only one Proposed Substitution Notice may be outstanding at any one time.
- 8.8 If the Authority consents to a new Main Sub-Contractor in accordance with Clauses 8.4 and 8.5 then on the Substitution Effective Date:-
- 8.8.1 the new Main Sub-Contractor shall assume and perform the outstanding obligations and liabilities of the replaced Main Sub-Contractor under the relevant Sub-Contract;
- 8.8.2 if a Termination Notice has been served, any grounds for termination of the DCMF Contract by the Authority arising in connection with any breach by the replaced Main Sub-Contractor of its obligations under the relevant Sub-Contract (whether outstanding on or arising before the Substitution Effective Date) shall be deemed to have no effect and any subsisting Termination Notice shall be automatically revoked; and

- 8.8.3 if a Termination Notice has been served, any grounds for termination of the DCMF Contract arising after the Substitution Effective Date as a result of the new Main Sub-Contractor's performance of its obligations under the relevant Sub-Contract shall have effect so as to give rise to all of the Authority's rights (if any) to terminate the DCMF Contract and to deliver a Termination Notice thereunder.
- 8.9 Notwithstanding the foregoing provisions of this Clause, if the Contractor, the Banks or the Representative wish to appoint or procure the appointment of more than one person to discharge the obligations of the existing Main Sub-Contractor, the provisions of this Clause shall apply as if references to the new Main Sub-Contractor included a reference to each such person. In addition to the other provisions of this Clause 8 the Authority may withhold its consent to the appointment of more than one new Main Sub-Contractor unless the terms of the DCMF Contract and each relevant Sub-contract are (or will be) amended in a manner which is satisfactory to the Authority, acting reasonably, to reflect that there is more than one person discharging the obligations of the existing Main Sub-Contractor and which amended Sub-contracts will impose on the new Main Sub-Contractors no fewer obligations under the DCMF Contract than those imposed on the existing Main Sub-Contractor which is being replaced.
- 8.10 Where it is proposed that the relevant sub-contract for a new Main Sub-Contractor will impose fewer of the obligations under the DCMF Contract than the existing sub-contract then in addition to the provisions of Clause 8.5 the Authority may withhold its consent if, having taken into account the circumstances of the Contractor and the proposed new Main Sub-Contractor together and applying the provisions of Clause 8.5, any of the conditions set out in that Clause are not satisfied.
- 8.11 Notwithstanding any other provision of this Direct Agreement, where, prior to the Termination Date, the Authority has received evidence to its satisfaction from the Agent that: (a) the Banks are in *bona fide* discussions with a new Main Sub-Contractor; (b) that such negotiations are being pursued in a diligent and timely manner; and (c) that there is a reasonable prospect that the Substitution Effective Date will occur within the thirty day period referred to below; then the Authority will, if requested by the Agent, extend the Termination Date for a further period of 30

days and the provisions of this Clause 8.11 shall apply *mutatis mutandis* to such revised Termination Date.

- 8.12 A Representative shall be entitled to give a Proposed Substitution Notice and for that purpose the provisions of this Clause 8 shall apply to any such Representative as if it were the Agent.

## **9. INSURANCES**

- 9.1 The Authority acknowledge and agree that the Banks shall have those rights with respect to the Insurance Proceeds received in connection with the insurance policies required to be effected and maintained by or on behalf of the Contractor pursuant to the DCMF Contract and the Credit Agreement, as are set out in the Schedule hereto. Without prejudice to the rights of the Banks as set out in the Schedule, as between the Authority and the Contractor nothing herein shall qualify or otherwise affect the Contractor's obligations to the Authority pursuant to the DCMF Contract to reinstate the Prison.

- 9.2 Notwithstanding that the Banks have an interest in the Insurance Proceeds received in connection with the insurance policies required to be effected and maintained by or on behalf of the Contractor pursuant to the DCMF Contract, the Banks hereby acknowledge that where any Insurance Proceeds exceed the Insurance Threshold amount they will be applied in accordance with the terms of the DCMF Contract and the Schedule to this Direct Agreement.

## **10. EXERCISE BY AUTHORITY OF STEP IN RIGHTS**

- 10.1 The Authority confirms for the benefit of the Agent and the Banks that it will only exercise its rights under Clause 39.7 if, in its opinion (exercised reasonably) the Contractor is not performing its material obligations under the DCMF Contract and, if applicable, any Rectification Notice, to the required standards and/or if the Banks and/or their Representative are not so procuring performance of the DCMF Contract or, if applicable, any Rectification Notice.

- 10.2 The Authority hereby confirms that where it has exercised its rights under Clause 39.7 of the DCMF Contract and undertakings have been received from the Contractor and/or the Bank and/or its Representative it shall, in accordance with Clause 39.14.2 of the DCMF Contract end the assumption of such responsibilities if it is reasonably

satisfied that the Contractor is in a position to resume and fully discharge those responsibilities.

10.3 For the avoidance of doubt it is hereby acknowledged by the Agent that where the Authority exercises its rights under Clause 39.7 of the DCMF Contract the provisions of Clauses 39.7 to 39.11 and 39.13 of the DCMF Contract shall apply and that the Authority performs the Services as agent for the Contractor.

10.4 The Authority hereby agrees that following the occurrence of any Event of Default and the exercise of rights by the Authority pursuant to Clause 39.7 of the DCMF Contract, the Authority shall forthwith give notice in writing of such exercise to the Agent and shall, if it has not previously done so, upon request by the Contractor and/or the Agent serve a Termination Notice pursuant to Clause 39 of the DCMF Contract.

## **11. QUANTIFICATION OF LENDER LIABILITIES**

11.1 Throughout the period of the Credit Agreement the Agent shall procure that notice is given forthwith to the Authority if any payment of interest or principal due by the Contractor to the Banks is in arrears.

11.2 If the Banks determine to appoint the Representative it shall be on terms that such Representative shall procure that all payments of the Contract Price made at any time after an Event of Default has occurred shall be applied in the following order:-

- (i) to meet the obligations of the Contractor under the DCMF Contract and the Subcontracts as the same shall arise after the date of the Event of Default;
- (ii) to meet all amounts falling due for payment under the Financing Agreements after the date of the Event of Default;

and, to the extent that such payments are not being met to advise the Authority accordingly.

11.3 Without prejudice to the indemnity granted in favour of the Authority pursuant to Clause 39 of the DCMF Contract, as against the Banks, the Authority acknowledges and agrees with the Agent for the benefit of the Banks that no Losses or liability which are incurred by the Contractor as a direct result of any wilful misconduct by the Authority in the performance of the Contractor's obligations under the DCMF Contract or any act of gross negligence by the Authority after the exercise of rights by the Authority pursuant to Clause 39.7 of the DCMF Contract shall be deducted from

or set off against any amount of Lender Liabilities (including where these are payable as part of a payment to be made in terms of the DCMF Contract or this Direct Agreement in accordance with Schedule G) which the Authority becomes due to pay to the Agent for distribution to the Banks under the DCMF Contract or this Direct Agreement.

## **12. PERIODS FOR RECTIFICATION**

- 12.1 Where a Termination Notice is given following upon the giving of a Rectification Notice the Authority acknowledges that the Banks or the Representative (as the case may be) may require some extension of time in order to rectify the Events of Default identified in the Rectification Notice. If the Agent notifies the Authority that steps are being taken by any person on behalf of the Banks to procure compliance with the relevant rectification programme, or to cure (if capable of cure) the breach giving rise to service of the Termination Notice, then the Authority shall consider whether it might extend the period within which the rectification programme must be complied with and/or whether it might defer the Termination Date (as the case may be) following which the Authority may extend the said period and/or defer the Termination Date as it thinks fit. For this purpose the provisions of Clause 39 of the DCMF Contract shall apply for the purpose of determining the period of time to be allowed which is reasonable subject to the further condition that account shall be taken of the extent to which the Contractor has failed to comply with the terms of any previously approved proposal for rectification delivered under Clause 39.3.
- 12.2 Where under the DCMF Contract or this Direct Agreement or any Written Undertaking there has been a breach of the DCMF Contract which constitutes an Event of Default of the type specified in Clauses 38.1.1 (a) or (c), the provisions of Clause 39 of the DCMF Contract shall apply save that reference to the Contractor, shall include, where the context so requires a reference to the Agent and/or the Representative.

### **13. OTHER REMEDIES**

- 13.1 Clause 43.2 of the DCMF Contract requires the Contractor to obtain the prior approval of the Authority to a change of control of the Contractor. The Authority acknowledges that any transfer of rights in the shares of the Contractor to the Banks pursuant to the granting to (amongst others) the Banks of, or exercise of their rights under, the Security Documents (other than the power of sale) shall be deemed to have been made with the approval of the Authority and otherwise fully in accordance with the DCMF Contract and the Authority shall not (in those circumstances) have the right to terminate the DCMF Contract and the Banks shall remain Banks for the purposes of the DCMF Contract.
- 13.2 The Authority hereby agrees that if, prior to the date of issue of Engineer's Declaration (a) there is a breach of Clause 44 of the DCMF Contract and the Authority terminates the DCMF Contract as a result thereof or (b) the DCMF Contract is terminated under Clause 41 thereof, the Authority shall pay to the Agent for distribution amongst the Banks an amount equal to the Lender Liabilities.

### **14. UNDERTAKINGS**

- 14.1 The Authority undertakes to the Agent:-
- 14.1.1 to pay promptly moneys payable by it to the Contractor under or in respect of the DCMF Contract otherwise than upon termination to the Contractor's account notified to the Authority by the Agent as being the Revenue Account unless and until the Agent notifies the Authority otherwise, in which event the Authority agrees to make all future payments as directed by the Agent. This instruction is irrevocable without the prior written consent of the Agent;
- 14.1.2 notwithstanding the terms of the DCMF Contract to pay promptly moneys payable by it to the Contractor upon termination of the DCMF Contract in accordance with the DCMF Contract (to the extent such moneys do not exceed the amount of Lender Liabilities) direct to the Agent for distribution amongst the Banks (and the Authority acknowledges and agrees that it shall, accordingly, have a direct payment obligation owed to the Agent) and (to the extent any such amount exceeds Lender Liabilities) to the account of the Contractor notified to the Authority by the Agent as being the Revenue



Account. This instruction is irrevocable without the prior written consent of the Agent;

- 14.1.3 not to disclose any of the provisions of the Financing Agreements or this Direct Agreement to any third party without the consent of the Agent (such consent not to be unreasonably withheld where such request is made in response to enquiries legitimately made by persons acting in the public interest and to be deemed to be given when such request is made by Parliament or by its members or officers);
- 14.1.4 to negotiate with the Contractor any variation to the Contract Price pursuant to Clause 7 (Changes to Services) or Clause 33 (Variation of Price) of the DCMF Contract in good faith and in accordance with the Price Variation Guidelines;
- 14.1.5 to co-operate with the Agent and any Costs Expert appointed for the purposes of Schedule G to the DCMF Contract so far as reasonably necessary to enable any termination payment payable pursuant to Clause 42.1 of the DCMF Contract to be determined;
- 14.1.6 where it has made any payment to the Agent of any amount which it is due to pay in accordance with Schedule G of the DCMF Contract and there has been taken into account all capital expenditure (and incidental construction costs) it will not pursue any rights it may have under any collateral warranties provided to the Authority by the Construction Sub-contractor; and
- 14.1.7 notwithstanding Clause 37.1 of the DCMF Contract that, (subject to the following provisions of this 14.1.7) it shall not set off any amount due to it from the Contractor against any amount of Lender Liabilities which the Authority becomes due to pay to the Banks in terms of the DCMF Contract or this Direct Agreement. For the avoidance of doubt, it is hereby expressly declared that any deduction made from any payment of Lender Liabilities by way of Rectification and Additional Costs to be made to the Banks in terms of the DCMF Contract or this Direct Agreement in accordance with Schedule G shall not be construed as the Authority setting of any amount

due to it from the DCMF Contract and the terms of this Clause 14.1.7 shall not apply to any such deduction.

14.2 The Agent undertakes to the Authority for and on behalf of the Banks:-

14.2.1 to give notice promptly to the Authority:-

- (a) of any failure by the Contractor of which it has actual knowledge, to pay on the due date (or within 3 business days thereof), any sum due from it to the Agent under any Financing Agreement, except where the Agent is satisfied that the failure to pay is due solely to a technical or transmission failure within the banking system;
- (b) of any acceleration of amounts due and owing under the Credit Agreement and/or any enforcement procedure (of which it is aware) commenced under any of the Security Documents, specifying the grounds for that acceleration or enforcement; and
- (c) of any request by the Banks to enforce any of the Security Documents;

14.2.2 to use reasonable endeavours, to the extent that it is within its power, to procure that any Representative appointed by or on the application of the Banks does not have the power to rescind or revoke any term of the DCMF Contract;

14.2.3 to notify the Authority on each anniversary of the date of this Direct Agreement of the identity of the Banks under the Credit Agreement if the identity has changed since the previous anniversary;

14.2.4 to seek assurances from the Banks that they will comply with the obligations of the Contractor under Clause 51 of the DCMF Contract as though it, rather than the Contractor, were named therein as the party thereto;

14.2.5 except as permitted by this Direct Agreement, not to disclose the DCMF Contract or this Direct Agreement or any provision thereof to any person other than to a party to any of the Financing Agreements or to persons engaged in the assessment of whether or not to become a party to any of the Financing Agreements (or their advisers) except with the written consent of the Authority. Such disclosure shall be made in confidence and shall be

limited to disclosure required to be made under the terms of the Financing Agreements or otherwise necessary for the purposes of a prospective party to the Financing Agreements to evaluate or assess whether or not to become a party to any of the Financing Agreements;

14.2.6 not to make use of any information issued or furnished by or on behalf of the Authority otherwise than in connection with the financing of the Project;

14.2.7 (unless prohibited by any applicable law) to deliver to the Authority immediately upon becoming aware that the same have been received by it in its capacity as Agent, any documents in its possession, custody or control, which contain information relating to a particular Prisoner who is or has been detained at the Prison (except insofar as such information is held by the Agent by virtue of a direct banking relationship with that Prisoner) or in the ordinary course of business;

14.2.8 to use its reasonable endeavours to procure that the Banks will note and facilitate the Authority's compliance with the Code of Practice on Access to Government Information (1994). In the event that the Authority is required to provide information to a person as a result of a request made to it under the Code, the Authority shall adhere to the requirements of the Code in disclosing information relating to the DCMF Contract, this Direct Agreement and the Banks;

14.2.9 not to enforce any security interest in respect of any Equipment in any manner that may challenge or in any way impede the effectiveness of Clause 12.4 of the DCMF Contract and shall not sell, dispose of or otherwise deal with such Equipment; and to procure to the extent that it is within its powers that no Representative appointed by or on the application of the Banks will do so.

14.3 The Contractor acknowledges that payment by the Authority to the Agent in accordance with Clause 14 of any sums due to the Contractor which would otherwise have been payable under the DCMF Contract shall be a full discharge by the Authority of that payment.

**15. UNDERTAKINGS REGARDING RIGHTS UNDER CLAUSE 39.7**

15.1 The Authority hereby undertakes to the Agent for the benefit of the Banks that if it exercises its rights under Clause 39.7 of the DCMF Contract it shall do so reasonably and only to the extent which it reasonably considers necessary to enable the Services to be carried on in accordance with the terms of the DCMF Contract. The Authority shall not use such rights in such a way as to procure that the Services are carried out to a level greater than that specified in the DCMF Contract. In such circumstances where any matter under the DCMF Contract would require agreement as between the Authority and the Contractor, such matter shall not be determined unless and until agreed between the Authority and the Agent or the Representative (as the case may be) or unless otherwise determined in accordance with Clause 63 of the DCMF Contract.

**16. RANKING OF CHARGES**

16.1 The parties hereby agree that the Authority Charge will rank prior and preferred to the Agent Charge in all respects:

16.2 Nothing in this Clause 16 shall affect the status of the Authority Charge or the Agent's Charge as continuing securities nor shall the ranking of the Agent Charge and the Authority Charge contained in this Clause 16 be affected by any of, or any combination of, the following:

- 16.2.1 the nature of the securities comprised in the Authority Charge and the Agent Charge;
- 16.2.2 any provisions contained in the Authority Charge or the Agent Charge;
- 16.2.3 the respective date or dates of creation of the Authority Charge and the Agent Charge; or
- 16.2.4 the appointment of any liquidator or receiver, administrator or other similar officer in respect of the Contractor or overall or any part of the Contractor's assets.

## **17. MISCELLANEOUS**

- 17.1 This Direct Agreement shall remain in full force and effect only until the first date on which all amounts payable by the Contractor to the Banks under or in connection with the Credit Agreement have been irrevocably paid and discharged in full and no Bank has any further obligations under or in respect of any Financing Agreement.
- 17.2 Notwithstanding any assignation or charge under the Charge or the making of any payment by the Authority to the Agent pursuant to it, the Contractor shall remain liable under the DCMF Contract to perform all the obligations assumed by it under the DCMF Contract and neither the Agent, nor any Bank nor any Representative appointed by the Banks nor any delegate appointed by any of the above shall be at any time under any obligation or liability to the Authority under or in respect of the DCMF Contract, except to the extent expressly provided for in this Direct Agreement.
- 17.3 The Authority shall not be deemed to have consented to any such consent, amendment, variation, release, waiver or like action for the purposes of the DCMF Contract unless it has specifically done so in writing.

## **18. NOTICES**

- 18.1 Wherever in this Direct Agreement provision is made for the giving or issuing of any notice, consent or approval by any person (a notice), unless otherwise specified, such notice shall be in writing and the words notify, consent or approval shall be construed accordingly.
- 18.2 Any notice shall be duly given if signed by or on behalf of a duly authorised officer of the person giving the notice and left at or sent by recorded delivery post or by facsimile transmission to the relevant addressee at the address, facsimile and contact details identified with its signature below.
- 18.3 Any party may change its address for notices to another address in Scotland, England or Wales by prior written notice to the other parties.
- 18.4 Any notice shall be deemed to have been received:
- (a) if sent by hand or recorded delivery post, when so delivered;
  - (b) if sent by fax, upon sending, subject to confirmation of uninterrupted transmission by a transmission report.

**19. ASSIGNATION**

Subject to Clauses 3 and 25, no party shall assign or transfer any part of its respective rights or obligations under this Direct Agreement, provided that the Agent may assign or transfer its rights and obligations to a successor Agent as provided for in Clause 24, without the consent of the Authority and this Clause 18 shall not prevent any Bank assigning or transferring its rights and/or obligations under the Financing Agreements and the Security Documents in accordance with the terms of the Financing Agreements.

**20. WAIVER**

Failure by the Agent or the Authority at any time to enforce any provision of this Direct Agreement or to require performance by any other party of any of the provisions of this Direct Agreement shall not be construed as a waiver of any such provision and shall not affect the validity of this Direct Agreement or any part thereof or the right of the Agent or Authority to enforce any provisions in accordance with its terms.

**21. PARTIAL INVALIDITY**

If at any time any provision of this Direct Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Direct Agreement nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired thereby.

**22. CONFIDENTIALITY**

Without prejudice to Clause 14, each party shall hold in confidence all documents and other information whether technical or commercial, supplied by or on behalf of any other party (including without limitation all documents and information supplied in the course of legal proceedings) and shall not publish or otherwise disclose the same otherwise than for the purposes contemplated by this Direct Agreement save:

22.1.1 with the other parties' written consent; or

22.1.2 as may necessarily be required by any law, any relevant stock exchange or other competent regulatory authority; or

22.1.3 as the Authority may require for the purpose of the Project in the event of termination of the DCMF Contract or to comply with the Code of Practice on Access to Government Information (1994); or

22.1.4 that which is in or enters the public domain other than as a result of a breach of the obligations imposed by this Clause 22;

provided that the provisions of this Clause 22 shall not restrict any party from passing such information to its professional advisers and that the Agent may (subject to usual confidentiality restrictions) pass to the Banks such documents and other information as is reasonably required by such Banks (or such potential transferees) in connection with their position as lenders or potential lenders to the Project.

### **23. ENTIRE AGREEMENT AND CONFLICTS**

23.1 This Direct Agreement (when read together with the DCMF Contract, but without prejudice thereto, save to the extent affected hereby, and without prejudice to the Financing Agreements and the Security Documents) contains or expressly refers to the entire agreement between the parties with respect to the specific subject matter hereof and expressly excludes any warranty, condition or other undertaking implied at law or by custom and supersedes all previous agreements and understandings between the parties with respect thereto and each of the parties acknowledges and confirms that it does not enter into this Direct Agreement in reliance on any representation, warranty or other undertaking not fully reflected in the terms of this Direct Agreement.

23.2 In the event of any conflict between this Direct Agreement and the DCMF Contract the provisions of this Direct Agreement shall prevail.

### **24. AMENDMENTS**

No purported amendment or modification of this Direct Agreement shall be valid unless in writing executed by the parties (and in the case of the Banks, it shall be sufficient if the same shall be executed on their behalf by the Agent).

### **25. RESIGNATION OF THE AGENT**

25.1 The Agent shall be entitled to resign as agent and trustee for and on behalf of the Banks in accordance with the terms of the Financing Agreement.

25.2 If the Agent does so resign then any successor or other agent and trustee appointed in its place (the New Agent) shall (upon giving notice to the Authority) assume all the

rights and obligations of the Agent hereunder and the Agent shall no longer enjoy those rights and shall be released from those obligations and the Authority and the Contractor shall owe their obligations hereunder to the New Agent and receipt and any acknowledgement or acquiescence of the New Agent shall be a good discharge. The New Agent shall be deemed to be a party to this Direct Agreement as if it had originally been named as a party hereto in place of the Agent.

**26. CONTRACTOR'S ACKNOWLEDGEMENT**

The Contractor joins in this Direct Agreement to acknowledge and consent to the arrangements effected hereby and agrees not to knowingly do or omit to do anything that may prevent any party from enforcing its rights hereunder otherwise than as may be necessary for the proper performance of its obligations under any of the Financing Agreements or contracts (as the same may have been varied by this Direct Agreement) relating to the Project to which it is a party.

**27. GOVERNING LAW & JURISDICTION**

This Direct Agreement shall be governed by and construed in accordance with the laws of Scotland, and the parties hereby submit to the exclusive jurisdiction of the courts of Scotland.



This is the Schedule referred to in the foregoing Direct Agreement between the Secretary of State for Scotland, the Governor and Company of the Bank of Scotland and Kilmarnock Prison Services Limited dated 10th November 1997.

## **SCHEDULE**

### **INSURED PROCEEDS**

1. The parties to this Direct Agreement will procure that all Insurance Proceeds will be dealt with as follows:-
  - (a) to the extent not paid to the relevant third party, Insurance Proceeds arising under third party liability policies shall be paid into a sub-account of the Insurance Account and may be withdrawn to pay all third party claims the subject of the Insurance Claim giving rise to the Insurance Proceeds;
  - (b) Insurance Proceeds arising under insurance policies covering against risks of business interruption and/or construction completion delay shall be paid into the Revenue Account and be utilised in accordance with the Financing Agreements;
  - (c) Insurance Proceeds arising under insurance policies covering all risks associated with damage to or destruction of the Prison, the Site or the Land shall where they are equal to or less than the Insurance Threshold Amount be paid into the Revenue Account, and otherwise shall be treated in accordance with paragraphs 2 and 3 of this Schedule; and
  - (d) Insurance Proceeds arising under all other insurance policies shall be paid into the Insurance Account and be released from that account in accordance with the following provisions of this Schedule.
2.
  - (a) Where pursuant to Clause 13.3.2(c) the Authority has terminated the DCMF Contract all Insurance Proceeds will be paid direct to the Authority;
  - (b) Where pursuant to Clause 13.3.2 of the DCMF Contract the Contractor, having been notified pursuant to Clause 13.3.2(a) or the 28 day period referred to in Clause 13.3.2 having expired without any notice being given, is proceeding with reinstatement in accordance with Clauses 13.1 and 13.2, all monies shall be dealt with as set out in Clause 6.3 of the DCMF Contract;
  - (c) Where pursuant to Clause 13.3.2 of the DCMF Contract the Authority issues a Notice of Change requiring the Contractor not to reinstate the Prison in full or to carry out alternative reinstatement works, notwithstanding Clause 7 of the DCMF Contract, the parties agree to negotiate in good faith to agree within 60 days of receipt of the Notice of Change the increase or reduction in C (as defined in the DCMF Contract), which such Notice of Change would require to be made on the same basis as set out in Clause 33.4 of the DCMF Contract;
  - (d) If such agreement is not reached within the said 60 day period then the Authority may withdraw such Notice of Change and either order the Contractor to proceed with full reinstatement pursuant to Clause 13.3.2(a) or terminate the Contract pursuant to Clause 13.3.2(c) in which case paragraph 2(a) or 2(b), as the case may be, will apply.
  - (e) If agreement is reached by the parties and provided the Banks are satisfied (acting reasonably) as to the validity of the arrangements which will be necessary to implement such agreement (failing which the provisions of paragraph (d) above shall apply) then the parties shall advise the relevant

insurers of such decision and thereafter any Insurance Proceeds shall be paid into the Insurance Account and shall be released therefrom as follows:-

- (a) to the extent it is agreed by the parties that they are required in reinstating the Prison in accordance with the Notice of Change, the Insurance Proceeds shall be paid to the Authority and released to the Contractor for use by the Contractor in reinstatement or repair of the Prison or the Site or any part thereof in accordance with the provisions of Clause 6.3 of the DCMF Contract;
  - (b) where it is agreed that part of the Insurance Proceeds should be used to reduce the indebtedness of the Contractor to the Banks; the amount so agreed shall be paid into the Revenue Account to be utilised in accordance with the Financing Agreements forthwith upon such agreement becoming legally binding and effective on all parties or, if later, the date when such Insurance Proceeds are received; and
  - (c) where it is agreed that the Insurance Proceeds will exceed the reinstatement works and any amount agreed to be utilised to reduce indebtedness, the excess shall be paid to the Authority forthwith upon such agreement becoming legally binding and effective on all parties or, if later, the date when such Insurance Proceeds are received
3. For the avoidance of doubt each of the parties agrees that where paragraph 2(c) above applies no notice shall be given to the insurers as to whether or not reinstatement is to be effected or not until after the agreement referred to in paragraph 2(e) has been reached. If prior to such date any party receives any Insurance Proceeds they shall be paid into the Insurance Account pending such agreement.

# PRICE VARIATION GUIDELINES

## 1. Introduction

These Guidelines are supplemental to each of the Contract and the Direct Agreement and shall be read and construed with the Contract or the Direct Agreement (as the case may be) as one instrument.

## 2. Application of these Guidelines

The Parties to the Contract are governed by Clauses 7 and 33 of the Contract in relation to determination of any variation of the Contract Price, being a “Qualifying Change” for the purpose of these Guidelines. The following Guidelines represent the understanding of the Parties, at the Date of Signature, regarding the appropriate principles for variation of the Contract Price (subject to Clause 7.14) where a Notice of Change becomes effective. These Guidelines are not intended to be definitive or exhaustive in their application, but it is recognised they may be taken into account by an Arbiter appointed under Clause 63 of the Contract.

## 3. Objectives

- 3.1 It is intended that the Financial Projection will be used as a point of reference in order to determine the variation of the Contract Price in accordance with the objectives set out at 3.2 below.
- 3.2 Any review of the Contract Price following a Qualifying Change shall be undertaken by using the Financial Projection to perform such variation of the Contract Price, in respect of the period following (i) completion of any works or other acts required to implement a Qualifying Change or (ii) a reduction in the number of Available Prisoner Places, as may be required so that the following results are disclosed by the Financial Projection, before and after taking account of the Qualifying Change:
  - (a) the rate of return received by the Contractor on Original Equity following the date on which the Notice of Change becomes effective should remain unchanged as a result of the variation of the Contract Price;
  - (b) the rate of return received by the Contractor on Qualifying Change Equity should be no greater than the lesser of Projected Equity IRR and Actual Equity IRR;
  - (c) the average Loan Life Cover Ratio over the remaining period to debt maturity shall be the same and the Loan Life Cover Ratio on each Calculation Date should, as far as possible, not differ materially from that in the Financial Projection;
  - (d) Kilmarnock Prison Services Limited shows a pre-tax profit on ordinary activities in each of the first 22 financial years identified in the Financial Projection following the estimated Actual Opening Date in the Financial Projection; and

- (e) the Debt Service Cover Ratio on each Calculation Date should not be less than 1.25 in the Financial Projection.

For the avoidance of doubt, the calculation of Actual Equity IRR referred to in (b) above will take no account of the Qualifying Change to which the variation of the Contract Price relates.

- 3.3 It is a principle that in considering the effect of any Qualifying Change, the period to debt maturity will remain the same, as shown in the Financial Projection;
- 3.4 In addition, where a reduction in the number of Available Prisoner Places is to be implemented, the parties shall also seek to ensure that the level of risk to which the Banks are exposed in relation to availability of Prisoner Places shall be no greater than the level prior to any such reduction becoming effective.
- 3.5 It will be assumed for the purpose of these Guidelines that the Construction Sub-contract and the Operating Sub-contract remain in the form in which they were originally signed and that all Sub-contractors will be in a position to meet their obligations under the Sub-contracts.
- 3.6 In this paragraph 3:

**Projected Equity IRR** is 16.27%;

**Actual Equity IRR** means the discount rate which, when applied to the Actual Equity Cash Flows of the Shareholders from Date of Signature to the date of the last period end in the Financial Projection immediately before the date on which the Notice of Change becomes effective and the Projected Equity Cash Flows of the Shareholders from the beginning of the period in the Financial Projection during which the Notice of Change becomes effective to the Expiry Date, results in a net present value of zero;

**Projected Equity Cash Flows** means the periodic cash flows from the beginning of the period in the Financial Projection during which the Notice of Change becomes effective to the Expiry Date extracted from the Financial Projection showing (as net per period sums) the following amounts invested by the Shareholders in the Contractor and amounts forecast as being received by the Shareholders from the Contractor:

- (i) the share capital of the Contractor that is paid up;
- (ii) sub-ordinated debt advanced to the Contractor;
- (iii) dividends paid or to be paid by the Contractor after any deduction required to be made by the Contractor; and

- (iv) interest and repayments paid by the Contractor in respect of sub-ordinated debt.

**Actual Equity Cash Flows** means the actual periodic cash flows from the Date of Signature to the date of the last period end in the Financial Projection before the date on which the Notice of Change becomes effective showing (as net per period sums) the following amounts invested by the Shareholders in the Contractor and amounts received by the Shareholders from the Contractor:

- (i) the share capital of the Contractor that is paid up;
- (ii) sub-ordinated debt advanced to the Contractor;
- (iii) dividends paid or to be paid by the Contractor after any deduction required to be made by the Contractor; and
- (iv) interest and repayments paid by the Contractor in respect of sub-ordinated debt.

**Original Equity** means the amount of share capital and sub-ordinated loan capital of the Contractor allotted and issued to the sponsors and their affiliates in accordance with the Finance Plan, together with any further amounts regarded as Qualifying Change Equity for the purpose of earlier Qualifying Changes;

**Qualifying Change Equity** means the amount of share capital and sub-ordinated loan capital of the Contractor (not being Original Equity) allotted and issued to the sponsors and their affiliates after the Date of Signature as a result of a subscription by them required solely to fund, in whole or in part, the Qualifying Change to which the variation of the Contract Price relates;

**Available Prisoner Place, Banks, Construction Sub-contract, Contract Price, Date of Signature, Finance Plan, Notice of Change, Operating Sub-contract, Prisoner Place, Sub-contractor and Sub-contracts** have the meanings ascribed to them in the Contract;

**Calculation Date, Loan Life Cover Ratio, Debt Service Cover Ratio and Majority Banks** have the meaning ascribed to them in the Credit Agreement; and

**Agent** has the meaning ascribed to it in the Direct Agreement.

4. These Guidelines may only be amended in writing, signed by each of the Authority, the Contractor and the Agent (acting on the instructions of the Majority Banks).

## CONTRACT AMENDMENT LOG

<b>Amendment No</b>	<b>Date of Amendment</b>	<b>Clause and Contract Document amended</b>	<b>Details of Amendment</b>
0001	25/1/2000	Section 9.3.5 of Part 1 of Schedule D	The words “ <b>or with the prior approval of the Authority</b> ” inserted in the first sentence of the first paragraph