



**COURT CUSTODY AND PRISONER ESCORT SERVICES
IN SCOTLAND**

CONTRACT NUMBER 00846

FORM OF CONTRACT: CONTRACT NO. 00846

This Contract is entered in to between:

The Scottish Ministers, referred to in the Scotland Act 1998, represented by the Scottish Prison Service
at the Scottish Prison Service
Calton House
5 Redheughs Rigg
Edinburgh
EH12 9HW
(hereinafter called "Purchaser" or the "SPS") OF THE FIRST PART

and

G4S Care and Justice Services (UK) Limited (Company Registration number 0390328)
whose registered office is:
Sutton Park
15 Carshalton Road
Sutton
Surrey
SM1 4LD
(hereinafter called the "Service Provider" or "G4S") OF THE SECOND PART

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

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

- (i) Form of Contract;
- (ii) Schedule A; Terms & Conditions of Contract
- (iii) Schedule B; Specification
- (iv) Schedule C; Pricing
- (v) Schedule D; Performance Measures
- (vi) Schedule E; Premises
- (vii) Schedule F; Service Provider's Proposal.

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

The Contract and any specific assurances provided in response to the Purchaser's standstill letter of 14th March 2011 in relation to the Service Provider's capacity, ability and resources to deliver the Services shall constitute the entire agreement between the parties as to the Services to be provided in accordance with the Contract and shall supersede and take the place of all documents, minutes of meetings, letters or notes, which may be in existence at the date hereof and all statements, representations and warranties which may have been made by or on behalf of the parties hereto. The Service Provider recognises and agrees that notwithstanding the foregoing nothing in this Contract shall be construed as affecting any liability in law upon the Service Provider for any misrepresentation made to the Purchaser, which may have induced the Purchaser to award and enter into this Contract.

The Contract may only be amended by a clear statement in writing signed by a duly authorised representative of each of the parties hereto.

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

At

On Of 2011

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

By:

Witness:

Name: **John Ewing**

Name:

Title: **Chief Executive (Scottish Prison Service)**

At

On Of 2011

SIGNED for and on behalf of **G4S Care and Justice Services (UK) Limited**

By:

Witness:

Name:

Name:

Title:

Overview of the Contract & Services

This overview page is provided for information and is not intended to be part of the Contract or legally binding.

The **Scottish Prison Service (SPS)** is an Executive Agency of the Scottish Government. Whilst the Court Custody & Prisoner Escort Services (CCPES) support elements of SPS activities, a significant proportion of the services described in this contract underpin prisoner management and movement activities across Scotland for a number of Criminal Justice Partners:

- ⌚ **The Scottish Court Service (SCS)** which administers, and has responsibility for the management of the estate and the procurement of facilities management services, for the Court of Session, High Court of Justiciary, Sheriff Courts, Justice of the Peace (JP) and Stipendiary Magistrate Courts throughout Scotland.
- ⌚ The eight **Scottish Police forces** that variously operate Police Custody Units (PCU) premises throughout Scotland.
- ⌚ In addition the service provider must also liaise closely with the **Crown Office and Procurator Fiscal Services (COPFS)** to handle the relevant processes, warrants, and paperwork associated with managing persons in custody.

For the purposes of this contract, the SPS is the contracting party on behalf of the Scottish Ministers. The SPS is also the 'lead' authority in terms of managing the CCPES contract on behalf of the other Partner bodies. The SPS provides a nominated representative (the Escort Monitor) and other contract management staff who form the primary points of liaison between the Partner organisations and the service provider in terms of monitoring compliance and performance under the Contract.

In broad terms, the scope of these Court Custody & Prisoner Escort Services support the movement and supervision of Prisoners between the various Criminal Justice Partners highlighted above. The services comprise two **Core Service elements** as outlined in the accompanying **Specification (Schedule B)**:

1. **Management and supervision of Prisoners in courts and court custody suites** (*Section C*), and the
2. **Prisoner escorting across Scotland** to and from courts, Scottish Inter-Police Force Transfers including from outwith Scotland, and Prisoner Movements to places of custody (*Section B*).

Prisoner escorting services are further defined into three sub-types of **Non-Core Services** (*Section D*):

- a) **Other Prisoner Escorts** which are primarily Prisoner Movements to/from prisons to prescribed locations to enable the Prisoner to attend activities such a funeral, marriage or civil partnership, day-patient hospital appointment or other relevant authorised activities. This activity also includes inter-jurisdictional Prisoner transfers between England and Scotland.
- b) **External Escorts** such as Scottish inter-prison transfers, inter-prison visits and to enable certain prisoners to travel to community based work placements.
- c) **Hospital Escort and Bedwatch Activity** where Prisoners require a period of supervision and confinement (including maternity) in hospital either for a scheduled in-patient procedure or following an emergency.

The contract collectively comprises **five other Schedules** which variously provide the Terms & Conditions of Contract (Schedule A); contract Pricing (Schedule C); Performance Measures and Service Credits (Schedule D); list of Premises where the services may be performed (Schedule E) and the Service Provider's operational proposal (Schedule F). Part 2 of Schedule C indicates the monthly baseline volumes of activity which the service provider has priced to deliver.

The Performance Measures (Schedule D) are separated into two groups:

- ⌚ Group A, states time sensitive Performance Measures relating to the collection, arrival, departure and return of prisoners; and
- ⌚ Group B, states Performance Measures relating to the general management, care, custody and welfare aspects of the service provisions.

In discharging the services, the overriding priorities for the service provider are the prevention of escape, protection of the public, and the security, safety and welfare of the prisoners in custody. Equally important are the requirements to avoid and minimise prisoner release in error and adherence to the principles and specific obligations specified in the contract.

End of Overview Page

COURT CUSTODY AND PRISONER ESCORT SERVICES IN SCOTLAND

SCHEDULE A

TERMS & CONDITIONS OF CONTRACT

CONTRACT 00846

**This is Schedule A referred to in the foregoing Contract number 00846 between the
Scottish Ministers and
G4S Care and Justice Service (UK) Limited**

PART 1 OF SCHEDULE A – TERMS AND CONDITIONS OF CONTRACT

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1. DEFINITIONS

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

- ⌚ “Abscond” means an incident where a Prisoner of low supervision located at an open prison Establishment or national top-end facility being escorted by the Service Provider becomes Unlawfully at Large;
- ⌚ “ACPOS” means the Association of Chief Police Officers for Scotland representing the eight Scottish Police forces;
- ⌚ “Arrive” or “Arrival” means that the Prisoner is in a cell or equivalent (all administrative and security procedures relating to arrival and welfare having been completed) and is ready and available to be taken to a courtroom, or is ready for a visit, or is in the prison reception area ready for transfer to the Purchaser’s staff or, in the case of Non-Core Services is at the prescribed location in sufficient time to attend the appointment / participate in the scheduled event;
- ⌚ “Assets” means the Service Provider’s operational premises, vehicles, communications and security equipment, clothing or equipment for Staff, IT systems & software (including developed IT systems & software, operating systems and the data therein which relates to the Services) and other physical resources, material or supplies required by the Service Provider (whether the property of, or leased or rented to the Service Provider, or subject to finance agreements with third parties) to enable it to fully perform the Services in this Contract;
- ⌚ “Audit Period” is 2 years;
- ⌚ “Baseline Personnel Security Standard” means the personnel security standard developed for government staff and contractors as outlined in ‘HMG Baseline Personnel Security Standard – A Good Practice Guide to the Pre-Employment Screening of Government Staff and Contractors’ issued in July 2006 and shall be taken to include any updated version of that standard and any other personnel security standard developed for government staff and contractors which is notified to the Service Provider by the Purchaser;
- ⌚ “CCPES” means the Court Custody and Prisoner Escort Services specified in this Contract ;
- ⌚ “Change in Law” means the coming into effect after the date of this Contract of:
 - a) Legislation, other than any Legislation which on the date of this Contract has been published:
 - (i) In a draft Bill as part of a Government Departmental Consultation Paper;
 - (ii) In a Bill;
 - (iii) In a draft statutory instrument; or
 - (iv) As a proposal in the Official Journal of the European Union;
 - b) Any applicable guidance or directions with which the Service Provider is bound to comply; or
 - c) Any applicable judgment of a relevant court of law which establishes or changes a binding precedent.
- ⌚ “Commencement Date” means 28th March 2011;
- ⌚ “Contract” means the Contract between the Purchaser and the Service Provider consisting of these terms and conditions and Schedules B to F and any other documents (or parts thereof) specified as forming part of the Contract;
- ⌚ “Contract Term” means the period from the Go Live Date until the Expiry Date or such longer period where the Contract is extended in accordance with Clause 3;

- ⌚ “Confidential Information” means all information relating to or gained in the provision of the Services which the Purchaser considers to be of a confidential nature and includes, but is not limited to:
- a) The police, court, prison or medical documentation records of each Prisoner (from which an individual can be identified) in whatever form or media these are held;
 - b) Documents or information which are protectively marked, (such as “Protect”, “Restricted” or “Confidential”) with a descriptor of the nature of the sensitivity and limits of access, in accordance with the Government Protective Marking Scheme (GPMS);
 - c) Information relating to Service Provider, Purchaser or Criminal Justice Partners security procedures and systems within the Premises or vehicles; and
 - d) Information relating to vehicle routing or dates / times of specific Prisoner transfers;
- but does not include information which:
- ⌚ Is or becomes publicly available other than as a result of breach of this Contract; or
 - ⌚ Becomes lawfully available to the Service Provider from a third party who has obtained it free from any confidentiality restriction provided that, if any portion of such information is not Confidential Information, the remainder of the Confidential Information shall continue to be subject to the confidentiality requirements of this Contract.
- ⌚ “Core Services” means the Services specified in Schedule B including Sections B and C which reflects the movement of Prisoners to and from the Premises (Schedule E) and Prisoner custody and care whilst at court and in transit;
- ⌚ “Court Staff” means the Service Provider’s staff engaged in providing Court Custody and Prisoner Escort Services within court premises;
- ⌚ “Criminal Justice Partners” or “Partners” means the organisations and the representatives of those organisations whose Premises are listed in Schedule E where elements of the Services are to be provided or undertaken;
- ⌚ “Crown” means the government of the United Kingdom (including the Northern Ireland Executive, the Scottish Ministers and the Welsh Assembly Government), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
- ⌚ “Default” means:
- a) Any breach of the obligations of the Service Provider under this Contract (including, but not limited to, any material breach of this Contract or breach of a material term of this Contract and to any breach of any undertaking or warranty given under or in terms of this Contract); or
 - b) Any failure to perform, or the negligent performance of, any obligation by the Service Provider under this Contract; or
 - c) Any breach of any Legislation by the Service Provider relating to this Contract; or
 - d) Any negligence or negligent or fraudulent mis-statement by the Service Provider relating to this Contract; or
 - e) Any consistent or recurring failure by the Service Provider to meet the Service Levels.

- ⌚ “Default Notice” means any notice served by the Purchaser in the circumstances specified in Schedule A, Clause 33.2;
- ⌚ “Discriminatory Change in Law” means a Change in Law the terms of which apply expressly to (a) the Services in Scotland and not other similar services or (b) the Service Provider and not other providers of similar services in the United Kingdom;
- ⌚ “Direct Monetary Service Credits” shall have the meaning specified in Schedule D;
- ⌚ “Disclosure Level” means the criminal record and background vetting of individuals through Disclosure Scotland at Enhanced level (including verification of any Summary Justice Direct Measures) for PCOs and healthcare professionals, and Standard level for non-operational Staff who will not interact with Prisoners or have access to Confidential Information (or the equivalent Disclosure Levels under the Disclosure Scotland Protecting Vulnerable Groups (PVG) Scheme or other such revisions to the vetting standards);
- ⌚ “Disclosure Scotland” means the body through which Service Provider Staff are vetted. Disclosure Scotland shall be deemed to include any successor to such body or any other person, firm, governmental department, body, agency, institution, Purchaser or corporate body from time to time having jurisdiction in relation to the criminal record and background vetting of individuals as notified by the Purchaser in relation to security matters at the Premises.
- ⌚ “Dispute Resolution Period” is 14 days;
- ⌚ “Dock Officer” means a member of the Service Provider’s Staff responsible for the care and custody of Prisoner(s) in the court dock and courtroom;
- ⌚ “Escape” means an incident, other than Abscond, where a Prisoner in the custody and care of the Service Provider intentionally removes themselves from the lawful custody of the Service Provider without authority, including where a Prisoner evades an escort provided by the Service Provider and, in cases where the evasion takes place within a Premises breaches a perimeter security barrier for such Premises.
- ⌚ “Escort Monitor” means the person or persons appointed by the Purchaser to monitor and oversee the Service Provider’s operational performance, attainment and compliance with the various requirements of the Contract;
- ⌚ “Excusable Failure” means an incidence of failure on the part of the Service Provider to perform any element or part of the Services in accordance with the Contract where the failure is, in the sole and reasonable opinion of the Purchaser wholly or mainly attributable to some event or series of related events which are outside of the reasonable control of the Service Provider and/or are wholly exceptional or catastrophic which would affect all providers of services similar to the Services in the geographical area in which the failure arose. The limit of time of the effect of such failure is at the sole and reasonable discretion of the Purchaser;
- ⌚ “Expiry Date” means 24:00 hours on Friday 25th January 2019 or such other date to which the Contract is extended in accordance with Clause 3;
- ⌚ “Extension Notice” means a written request from the Purchaser requesting a proposed period of extension to the Expiry Date stating the proposed period of the extension and any revisions to the Services in accordance with Clause 3;
- ⌚ “Extension Period” is up to three (3) years from the Expiry Date in periods as determined by the Purchaser;
- ⌚ “Extension Proposal” means the written proposal prepared by the Service Provider in response to the Purchaser request for an extension, under Clause 3. It shall set out proposed variations to the Prices and any other Contract terms which the Service Provider deems appropriate;
- ⌚ “External Escorts” means the Services specified in Schedule B, Sections D17 to D19;

- ⌚ “Force Majeure” means war, civil war, armed conflict or terrorist attack arising within and affecting Scotland, or nuclear, chemical or biological contamination affecting the Premises or the Service Provider’s Assets arising from such war, civil war, armed conflict, terrorist attack or other causes;
- ⌚ “General Change in the Law” means a Change in Law which is not a Discriminatory Change in Law or a Specific Change in Law;
- ⌚ “Go Live Date” means 00:01 hours on Tuesday 10th January 2012. The Go Live Date is the date when full delivery of all Services detailed in the Contract is scheduled to commence. For the avoidance of doubt, the Go Live Date may only be varied by formal amendment in accordance with Clause 13;
- ⌚ “Governor” means the Governor(s) or the private sector Director (or their nominated on-duty deputy) of any Scottish prison or Young Offenders Institution (YOI);
- ⌚ “Hospital Escort and Bedwatch Activity” means the hospital supervision and confinement activities (including maternity or where a Prisoner is admitted (confined) to hospital either for a scheduled in-patient procedure or following an emergency) as specified in Schedule B, paragraph D11;
- ⌚ “Implementation Programme” means the Service Provider’s programme detailing the key tasks and activities, activity dates and activity milestones which will be undertaken to enable implementation of the Services detailed in this Contract across all Premises on the Go Live Date;
- ⌚ “Improvement Notice” means any notice served by the Purchaser in the circumstances specified in Schedule A, Clause 33.1;
- ⌚ “Intellectual Property Rights” or “IPR” means patents, inventions, trademarks, service marks, logos, design rights (whether registerable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off;
- ⌚ “Lead in Period” means the period between the Contract Commencement Date and the Go Live Date;
- ⌚ “Leasing Company” means any company which has entered into vehicle or premises leases with the Service Provider;
- ⌚ “Legalised Police Cells” means any police cells or other premises in Scotland in the possession of a police authority which have been defined, in accordance with Section 14 of the Prisons (Scotland) Act 1989 as being a legal prison for the detention of Prisoners before, during or after trial for any period not exceeding 30 days;
- ⌚ “Legislation” means:
 - a) Any Act of Parliament (including the Scottish Parliament);
 - b) Subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978;
 - c) Any exercise of the Royal Prerogative; and
 - d) Any enforceable community right within the meaning of Section 2 of the European Communities Act 1972, in each case in the United Kingdom
- ⌚ “Liquidated Damages” shall be calculated on the basis of the costs which would be directly incurred by the Purchaser as a result of servicing or maintaining the court custody and prisoner escort services (CCPES) for each day from the Go Live Date until the Service Provider commences full responsibility for the Services (whether the existing service arrangement is maintained or otherwise) plus any additional Purchaser or Criminal Justice Partner costs incurred to provide or secure contingent services;
- ⌚ “Lock Indemnity Amount” is £10,000 or such higher sum as is reflected in the Service Provider’s insurance;

- ⌚ “Mandatory Notice of Change” has the meaning given in Clause 13.9 of Schedule A;
- ⌚ “Medical Malpractice Amount” is £5,000,000;
- ⌚ “MOU” means Memorandum of Understanding between the Purchaser and/or the Service Provider and any other Criminal Justice Partner which outlines a basis of agreement to underpin elements of the Services provided by the Service Provider;
- ⌚ “Non-Core Services” means the Services specified in Schedule B, Section D which collectively reflect a series of Prisoner Movement, custody and care activities comprising Other Prisoner Escorts, External Escorts and Hospital Escort and Bedwatch Activity to and from designated Premises or approved locations;
- ⌚ “Operational Instruction” or “Operational Instructions” means the formal record(s) of Service Provider procedures and actions to be followed and resources available to Staff to complete a particular activity or task with the aim of maintaining consistency of application and standards across that business activity or process;
- ⌚ “Other Prisoner Escorts” means the escort activity detailed in Schedule B, Section D1 to D16;
- ⌚ “PER” means the Prisoner Escort Record as specified in Schedule B, paragraph E15;
- ⌚ “Performance Measures” means the performance levels to be met by the Service Provider in performing any of the Services as specified in Schedules B and D;
- ⌚ “Personal Data” means any personal data held by or for the Service Provider in connection with the performance of the Service obligations, from which a living individual can be identified, as the term 'personal data' is defined in the Data Protection Act 1998. The police, court, prison or medical documentation records of each Prisoner in whatever form or media these are held, shall be considered both as Personal Data and Confidential Information and remain the property of the Crown;
- ⌚ “PF” means a Regional Procurator Fiscal or a Procurator Fiscal Depute or staff members of the office of the Crown Office and Procurator Fiscal Service (COPFS);
- ⌚ “Premises” or “Establishment” means the police custody unit(s), court or courts, prison or prisons or young offenders' institution (YOI) or institutions, hospital or hospitals or locations where the Services are to be performed, as detailed in Schedule E or such other premises as the Service Provider may require to enter to perform and undertake the Services;
- ⌚ “Price” or “Prices” means the prices payable in respect of the performance of the Services calculated in accordance with the provisions of Schedule C (as may be varied in terms of this Contract from time to time);
- ⌚ “Prisoner” means any person, prisoner, young offender, person on remand or person authorised to be detained in a place of lawful custody within any of the Premises who is in legal custody or deemed to be so under Section 295 of the Criminal Procedure (Scotland) Act 1995;
- ⌚ “Prisoner Custody Officer” or “PCO” means the Service Provider’s Staff duly certified to undertake the role of Prisoner Custody Officer in accordance with Chapter 33 of The Criminal Justice and Public Order (CJ & PO) Act 1994 or amendments thereof. The ‘fit and proper person’ test in Schedule 6 of the Act “Certification of Prisoner Custody Officers: Scotland”, will apply to individuals proposed by the Service Provider as Prisoner Custody Officers including any supervisory or management Staff who will have regular and direct contact with Prisoners;
- ⌚ “Prisoner Movement” means the escort and movement of any Prisoner from one location or Premises, to another. For the avoidance of doubt, a single Prisoner Movement shall be recorded where each of the following escort movements are performed:
 - a) A Prisoner has been moved from prison to court and back to prison on the same day; or

- b) A custody / Prisoner has been moved from police custody unit (PCU) to court to prison on the same day; or
- c) A custody / Prisoner has been moved from PCU to PCU, or PCU to prison, or PCU to court in accordance with the requirements of the relevant police transfer escort; or
- d) A person appearing in court following bail has been remanded into custody and moved from court to prison; or
- e) A Prisoner is moved between courts that are not co-located Premises; or
- f) Where, under an Other Prisoner Escort:
 - o A Prisoner has been moved to an event / appointment and back to prison on the same day; or
 - o A Prisoner has been moved to attend scheduled healthcare appointment(s) and is returned to prison following completion of that day's healthcare appointment(s);
 - o A Prisoner has been moved from prison into the custody / authority of another agency such as HM Prison Service or the UK Border Agency; or
- g) A Prisoner participating in Community Placements or granted Home Leave escorts has been moved to the approved drop off points, collected and returned to prison; or
- h) A Prisoner has been moved from one prison to another as part of a Routine, Non-Routine or Emergency transfer of Prisoners;

but a Prisoner Movement does not include:

- ⌚ Movement within or around Premises or co-located Premises (such as Glasgow Sheriff and Justice of the Peace Courts); or
- ⌚ Movement within or around hospital Premises (such as where a Prisoner is attending more than one healthcare appointment on the same day); or
- ⌚ Hospital Escort and Bedwatch Activity (schedule B, paragraph D11).

- ⌚ The "Public Liability Amount" is £30,000,000;
- ⌚ "Purchaser" or "SPS" means the Scottish Ministers acting through the Scottish Prison Service;
- ⌚ "Purchaser's Contract Manager" means the person or persons appointed by the Purchaser to perform a contract management or monitoring role and to regularly liaise with the Service Provider in terms of ensuring compliance with the various requirements of the Contract;
- ⌚ "Purchaser Failure" means an incidence of failure on the part of the Service Provider to perform any element or part of the Services in accordance with the Contract and which is wholly or mainly attributable to some failure on the part of the Purchaser or Criminal Justice Partners to discharge some duty or responsibility which is within their control and which is not a duty or responsibility of the Service Provider under this Contract;
- ⌚ "RIP(S)A" means the Regulation of Investigatory Powers (Scotland) Act 2000 and the powers conferred by the Act to undertake directed, intrusive or covert human intelligence which may result in obtaining private information about a person for the purposes of a specific investigation or a specific operation;
- ⌚ "SCS" means the Scottish Court Service;
- ⌚ "Services" means the services as specified in Schedule B to this Contract to be provided by the Service Provider to the Purchaser (including the Performance Measures in Schedule D);
- ⌚ "Service Baseline" (or "Baseline") means the monthly baseline volumes and the volume Price break-points for the Core Service (including External Escorts) and Other Prisoner Escorts specified in Part 2 of Schedule C;

- ⌚ “Service Credit” means the service credits (including any Direct Monetary Service Credits) specified in Schedule D of this Contract;
- ⌚ “Service Provider” means G4S Care and Justice Services (UK) Limited (Company Registration number 0390328) whose registered office is Sutton Park, 15 Carshalton Road, Sutton, Surrey, SM1 4LD
- ⌚ “Service Provider’s Contract Manager” means the person or persons appointed by the Service Provider to monitor and oversee the Service Provider’s operational performance and to liaise with the Purchaser in terms of compliance with the various requirements of the Contract;
- ⌚ “Service Provider Failure” means an incidence of failure which is wholly or mainly attributable to failure on the part of the Service Provider to perform any element or part of the services in accordance with the relevant Performance Measures and which is not an Purchaser Failure or an Excusable Failure;
- ⌚ “Service Provider’s Proposal” means the documents referred to in Schedule F including the Service Provider’s tender response to the SPS Invitation to Tender and to the subsequent Addendum A issued during the tender, all as augmented by the series of pre and post tender evaluation clarifications;
- ⌚ “Specific Change in Law” means any Change in Law which is specifically and directly relevant to the Services to be provided in this Contract;
- ⌚ “Specification” means Schedule B to this Contract which describes the range of Services;
- ⌚ “Staff” means all persons employed or engaged by the Service Provider to perform its obligations (or any part of its obligations) under the Contract together with the Service Provider’s personnel (including Prisoner Custody Officers or custody support staff or Court Staff), servants, agents, suppliers and any sub-contractors used in the direct performance of its obligations under the Contract;
- ⌚ “Summary Justice Direct Measure” means the Summary Justice alternatives to prosecution where an offence is addressed by the Procurator Fiscal by means of a direct measure such as the accused being given a warning by the Procurator Fiscal, a fine, compensation order, or referral to specialist support or treatment;
- ⌚ “Tolerance Level” means the Performance Measures with percentage Tolerance Levels set out in Schedule D;
- ⌚ “Termination Notice Period” is a minimum of 90 days;
- ⌚ “Unauthorised or Prohibited Articles” means any item(s) specified in Schedule B, paragraph E10.1.1 which should not be available to, or which has not been issued and authorised for a Prisoner to possess at that time or place by the Purchaser or the Service Provider, and articles which are prohibited within Establishments;
- ⌚ “Unlawful Detention” means the detention of an individual without any statutory or common law power to do so.
- ⌚ “Unlawfully at Large” means a Prisoner released by the Service Provider in error or a Prisoner who Escapes while in the custody and care of the Service Provider; and
- ⌚ “Vehicle Lease” means any leasing agreement(s) between a Leasing Company as lessor and the Service Provider as lessee of a vehicle which is used by the Service Provider for the transportation of Prisoners in the provision of the Services.

2. INTERPRETATION

2.1 In this Contract unless otherwise provided:

- (a) Words in the singular include the plural, the masculine includes the feminine and the neuter and vice versa;
- (b) References to any Act of Parliament or Act of the Scottish Parliament or EU Directive, statute, enactment, order, regulation, statutory instrument or other similar instrument shall be construed as references to an Act of Parliament or Act of the Scottish Parliament or EU Directive (as applicable), statute, enactment, order, regulation, statutory instrument or other instrument as amended from time to time;

- (c) References to Clauses shall be construed as references to Clauses in these Conditions of Contract;
- (d) References to any person shall include natural persons and partnerships, firms and incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assignees or transferees; and
- (e) Headings are included in this Contract for ease of reference only and shall not affect the interpretation or construction of this Contract.

3. PERIOD OF CONTRACT

- 3.1 The Contract will come into force on the Commencement Date and will continue until the Expiry Date unless the Contract term is extended or terminated in accordance with this Contract. The Service Provider shall provide full delivery of all of the Services with effect from the Go live Date.
- 3.2 The Contract may be extended at the discretion of the Purchaser (subject to agreement by the parties in accordance with Clause 3.3) for the Extension Period provided an Extension Notice has been served on the Service Provider no later than nine (9) months prior to the Expiry Date:
 - 3.2.1 The Purchaser will provide a written Extension Notice stating the proposed period of any extension(s) and any revisions to the Services;
 - 3.2.2 The Service Provider shall then prepare a written proposal for the Purchaser which shall set out variations to the Prices, the Services, and any other Contract terms which the Service Provider deems necessary for the provision of the Services for the period of the extension ("the Extension Proposal");
 - 3.2.3 Any Extension Proposal shall be provided to the Purchaser within 1 month of receipt of the Extension Notice.
 - 3.2.4 The Purchaser and the Service Provider shall then enter into discussions in good faith in order to seek to agree any matters associated with the Extension Proposal.
- 3.3 Where the parties are able to agree the terms of an extension within 1 month of the service of the Extension Proposal then such terms shall be recorded in writing and signed by authorised representatives of each party. The Contract shall be varied in accordance with Clause 13 of this Schedule and shall continue in force until the end of the period specified in the Extension Notice (or for such other period as might have been agreed by the parties during their discussions).
- 3.4 If the parties are unable to agree the terms of an extension within 1 month of the submission of the Extension Proposal, the Contract shall expire on the Expiry Date.

4. THE SERVICES

- 4.1 The Service Provider shall supply the Services to the Purchaser in accordance with the Contract on time and to the satisfaction of the Purchaser in accordance with the Contract.
- 4.2 The parties acknowledge that the Services are time sensitive and that on-time Arrival of Prisoners for court appearances, scheduled appointments, or hospital confinements requires immediate attention and response from the Service Provider at the specific time and date. Accordingly, the remedies outlined in Clause 14.4 may not meet the immediate operational requirement for Prisoner escort or supervision, and the Purchaser (or others) may be required, in exceptional circumstances, to temporarily undertake, perform or provide a specific Prisoner escort or supervision activity or until Service Provider personnel are made available to undertake the activity.

Accordingly, in the event that the Service Provider fails in some material and adverse way to execute or perform any part of the Services, strictly in accordance with the provisions of the Contract, then, notwithstanding the provisions of Clause 33.2 and without prejudice to any other right or remedy which the Purchaser may have, the Purchaser may forthwith and without notice to the Service Provider:

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

5. MANNER OF CARRYING OUT THE SERVICES

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

6. SERVICE PROVIDER'S STAFF

- 6.1 The Service Provider shall ensure that it engages and employs resources which provide a qualified and experienced flexible Staff structure where Prisoner Custody Officers can substitute for each other and consistently provide Services in accordance with the Contract. The Service Provider shall additionally ensure that it engages skilled management, supervisory and, where appropriate, non-operational or custodial support Staff to manage the Service Provider's duties and obligations under the Contract.
- 6.1.1 The Service Provider shall maintain records of the names, roles and photographic identification of its Staff and representatives who may at any time provide Services under the Contract giving such information as the Purchaser may reasonably require to maintain security within the Services.
- 6.1.2 In the event that the Staff, Assets or other resources prove insufficient in circumstances where there has been no change to the Service requirement for which a change might otherwise be requested, the Service Provider shall commit such additional resources as necessary at no additional cost to the Purchaser.

6.2 The Service Provider shall retain copies of the employment references, qualifications and employment eligibility, and will record the outcome of the Disclosure Scotland and other checks conducted for Staff on file, and will produce such documentary evidence as may be reasonably required by the SPS to confirm the completion of these checks and that the Service Provider has taken reasonable steps to establish that individuals are fit and proper persons, qualified and fully competent to perform the relevant Services. The Purchaser will respect the confidentiality of all Personal Data provided.

6.3 Disclosure Scotland and Baseline Personnel Security Standard checks will apply to all (operational and non-operational) Staff or representatives proposed by the Service Provider to perform any roles under the Contract.

The Service Provider shall be responsible for undertaking the Disclosure Scotland verifications (including any revisions to these standards arising through the Protecting Vulnerable Groups (PVG) Scheme as notified by the Purchaser), within the terms of the Disclosure Scotland policies for Registered Bodies obtaining such verifications. The Service Provider will consequently ensure that its Staff, or any representatives of the Service Provider who are proposed to carry out Services (or part thereof) under the Contract are checked against the Disclosure Scotland database prior to an offer of employment (or sub-contract) to determine whether there are any current or unspent convictions that are deemed unacceptable in terms of establishing fit and proper person status in accordance with the Contract.

6.3.1 The Service Provider shall maintain accurate records of Disclosure Level and reports received from Disclosure Scotland.

6.3.2 The Service Provider shall be responsible for the obtaining an updated Disclosure Scotland report for each member of Staff or any representatives of the Service Provider no less than every third (3) anniversary of the date of each Disclosure Level or PVG check.

6.3.3 Notwithstanding the periodic re-verification detailed in Clause 6.3.2, the Service Provider will, where necessary, obtain an updated Disclosure Scotland report for any member of Staff member who is undertaking work under the Contract where the Service Provider or Purchaser has justifiable cause or reason to believe any circumstances may have affected or invalidated either the Disclosure Scotland or 'fit and proper person' status for any individual.

6.3.4 The Service Provider shall bear the cost of performing and obtaining all Disclosure Scotland reports and other security approvals and background checks.

6.4 The Service Provider shall ensure that a copy of the Disclosure Scotland reports, evidence of the satisfactory completion of the relevant background and reference checks, the physical and medical capability assessment for each individual the Service Provider intends to employ as a PCO is submitted to the Purchaser with the Service Provider's recommendation that each individual applicant is a fit and proper person before the Service Provider employs him or her.

6.4.1 The Service Provider shall ensure that it obtains PCO certification for each individual proposed as a PCO in accordance with the Purchaser's procedures prior to each individual undertaking PCO duties under the Contract.

6.5 If and when instructed to do so by the Purchaser, the Supplier shall ensure that all Staff who are proposed to carry out work for the purposes of the Services meet the Baseline Personnel Security Standard at the time they carry out work. The Supplier shall retain copies of the Baseline Personnel Security Standards on file. These shall be submitted to the Purchaser at the Purchaser's request.

6.6 The Purchaser reserves the right to audit the processes of the Supplier in achieving the Baseline Personnel Security Standard either remotely or via a site visit. The Supplier will be provided with one week's notice of any such audit.

6.7 The Service Provider shall ensure that each member of Staff is contractually obliged via their terms of employment or their terms of engagement to inform the Service Provider timeously of any alleged breaches of duty, criminal charge or conviction or any such other event.

6.7.1 Failure by any individual member of Staff to maintain fit and proper person status, to maintain PCO certification, to maintain registration with a relevant professional regulatory body or authority, or where disqualifying offences are indicated in a Disclosure Scotland report shall, as appropriate, and in accordance with this Clause, be considered as ineligibility of the individual to perform the Services or work arising out of the Contract.

6.8 The Service Provider shall ensure that its Staff and representatives whose duties require them to enter the Premises comply with, and wear, the Service Provider's prescribed attire / dress. The Service Provider shall implement and maintain a means of individual identification as required by the Purchaser throughout the term of the Contract. Staff will ensure that personal identification is visible at all times on their person.

The Service Provider may request or propose revisions to the standard of attire /dress and means of identification during the term of the Contract however such revisions shall only be implemented following the written agreement of the Purchaser.

6.9 The Service Provider shall be responsible for paying its Staff and, where appropriate, for the deduction and payment of National Insurance contributions and PAYE Income Tax (as applicable).

7. SUSPENSION OF SERVICE PROVIDER STAFF

7.1 The Criminal Justice and Public Order Act 1994 (CJ&PO Act) provides that the SPS, acting on behalf of Scottish Ministers, may suspend and withdraw the certificate of any PCO that is deemed not to be a 'fit and proper person'.

The Service Provider shall inform the Purchaser immediately in writing of the Service Provider becoming aware of any alleged breach of duty, any allegation of criminality or a criminal charge being made, or a new criminal conviction or a Summary Justice Direct Measure being identified to it for any individual member of Staff and which might affect their fit and proper status or their ability to effectively perform the role of PCO, or which affects the validity of any Disclosure Scotland or Baseline Personnel Security Standard reports.

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

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

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

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

- Ⓢ Carries out an act of misconduct;
- Ⓢ Appears incapable of efficiently performing his/her duties;

- ⌚ Causes or is involved in any incident or series of incidents which are sufficiently serious or urgent as to merit the immediate removal of the individual(s); or
- ⌚ If it shall not be in the public, Service Provider's or the Purchaser's interest for any such person to be employed or engaged by the Service Provider for the provision of any part of the Services, then

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

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

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

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

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

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

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

- 7.3 The parties acknowledge that the Purchaser's right to grant approval under Clause 6.4, to allow any individual member of Staff access to the Premises or to continue to provide Services under Clause 7.2 whether the Service Provider has furnished the information or taken the steps required of him by Clause 6, shall be final and conclusive and not be subject to challenge or be questioned or otherwise be made subject of any arbitration or other legal proceedings.
- 7.4 Where members of Staff are suspended, dismissed or voluntarily leave the employment of the Service Provider (as the case may be), the Service Provider shall ensure that the relevant PCO certificates, identity cards or security access control passes issued to the members of Staff are returned to the Service Provider or Purchaser (as appropriate). The procedure and timescales for the return of such items shall be agreed between the Service Provider and Purchaser, failing which, shall be no later than 7 calendar days from the date the individuals are suspended, dismissed or leave the employment of the Service Provider.

- 7.5 The Purchaser shall not be liable for any Service Provider costs associated with the suspension or termination of employment of any PCO, member of Staff or representative of the Service Provider under the provisions of this Clause 7. Nothing in this Clause 7 provides a waiver, or removes the obligation of the Service Provider, to ensure delivery of the Services in accordance with the Contract.

8. SECURITY

- 8.1 The Service Provider, its Staff and representatives shall adhere to the security requirements within and around the boundaries of the Premises and as reflected in this Contract. The Service Provider shall ensure that all Staff and representatives comply with all reasonable instructions given to them by the Purchaser's staff in connection with the security of the Premises.
- 8.2 The Service Provider shall ensure that those members of Staff who are approved PCOs, for the purpose of identification, carry their authorisation certificate at all times whilst undertaking official duties and produce it when challenged.
- 8.2.1 The Service Provider's Staff or representatives shall, upon each visit to any of the Premises, sign into and out of the Premises in accordance with any relevant procedures notified to the Service Provider, or in the case of Premises not occupied by the Purchaser, shall comply with such security measures as apply from time to time at the Premises.
- 8.3 The Purchaser may issue security passes or security access control passes for named members of the Service Provider's Staff and representatives whose duties require regular access to specific Premises to perform the Services for the purposes of facilitating admission to the Premises. Where the Purchaser does so, the member of Staff or Service Provider representative shall not be admitted to the Premises unless the relevant security pass is produced to the security or other staff employed by the Purchaser or Crown. Security passes shall remain the property of the Purchaser or the issuing authority, and shall be surrendered on demand or following the expiry or termination of the Contract.
- 8.4 The Service Provider shall take the steps reasonably required by the Purchaser to prevent unauthorised persons being admitted to the Premises. If the Purchaser gives the Service Provider notice that any person is not to be admitted to or is to be removed from the Premises or is not to become involved in or is to be removed from involvement in the performance of the Contract, the Service Provider shall take all reasonable steps to comply with such notice and if required by the Purchaser the Service Provider shall replace any person removed under this Clause with another suitably qualified person and procure that any security pass issued to the person is surrendered.
- 8.5 The Service Provider shall at all times be responsible for the security of all vehicles, consumables and equipment used by the Service Provider (or used by its Staff or any representative of the Service Provider) for the provision of the Services and particularly whilst such vehicles and equipment are in or around the Premises. The Service Provider shall also be responsible for the security (including documentation of items), safe carriage and the proper recorded transfer of Prisoner property, cash or valuables whilst such items are required to be in the care and custody of the Service Provider.
- 8.5.1 The Service Provider acknowledges that there are specific restrictions and security controls regarding personal communication devices within prisons. This includes equipment with Bluetooth connections, or which enables wireless connection to the internet or mobile phone networks, mobile phones, Blackberries, PDA (personal organisers), laptop computers, I-pod Touch, and other similar equipment. Such devices are amongst a number of proscribed devices which are either not permitted within prisons, or where use is subject to specific prior approval by the Governor and security controls.
- 8.6 The Service Provider, all members of Staff or representatives of the Service Provider shall be prohibited from taking any photographs in the Premises unless the Purchaser has given approval and is present so as to have full control over the subject matter of each photograph to be taken. No such photograph shall be published or otherwise circulated without approval. The Service Provider shall ensure that arrangements for vehicular access to the Premises to facilitate and enable performance of the Services are agreed with the Purchaser or operator of the Premises (and reviewed or revised from time to time as necessary). The Service Provider will ensure compliance with the agreed vehicular and security arrangements. Notwithstanding such arrangements, the Service Provider shall ensure that vehicles are used and parked in such a manner that all entrances, exits, fire hydrants are kept free from obstruction at all times, and in compliance with any parking restrictions of the operator of the Premises or any other competent authority.

8.7 The decision of the Purchaser upon any matter arising under this Clause 8 shall be final and conclusive.

9. CONFLICTS OF INTEREST

9.1 The Service Provider warrants that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services under the Contract. The Service Provider further warrants that in the performance of this Contract, no person having any such interest shall be employed by it.

The Service Provider shall take appropriate steps to ensure that neither the Service Provider nor any Staff is placed in a position where, in the opinion of the Purchaser, there is or may be an actual or potential conflict between the pecuniary or personal interests of the Service Provider and the duties owed to the Purchaser under the provisions of the Contract. The Service Provider will immediately disclose in writing to the Purchaser full particulars of any such conflict of interest which may arise or has arisen.

9.2 The Purchaser reserves the right to terminate the Contract immediately by notice in writing and/or to take such other steps it deems necessary where, in the opinion of the Purchaser, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Service Provider and the duties owed to the Purchaser under this Contract. The actions of the Purchaser pursuant to this Clause shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Purchaser.

10. QUALITY MANAGEMENT SYSTEM

10.1 The Supplier shall operate a quality management system for providing the Services where this is required by the Specification or later by the Purchaser to support, monitor, enhance efficiency and improve delivery of these Services.

10.1.1 The quality management system shall comply with the requirements in the Contract including, but not limited to, the Service Provider:

- ⌚ Monitoring quality of the Services and standards of delivery by Staff against the applicable standards or operating procedures;
- ⌚ Monitoring performance of the Services such as on-time collection and Arrival and performance of activities;
- ⌚ Monitoring the level and types of Prisoner complaints regarding the Services and proposing any necessary remedial activity; and
- ⌚ Identifying and maintaining defined Contract and Performance Measurement roles and responsibilities (including points of contact) to support monitoring, quality and any agreed or required Service improvement actions.

10.1.2 The Service improvement planning will reflect the principle of the parties identifying and developing specific processes or practices which positively affect and improve the Services, efficiency or Prisoner welfare within the Services. This may include but not be limited to:

- ⌚ The ongoing development of Memorandum of Understanding(s) (MOU) by the Service Provider and agreed with the Purchaser which lead to improved management of Prisoners in custody or during escorts; or
- ⌚ Systems and IT driven efficiency such as electronic records and data transfer solutions; and
- ⌚ Processes to ensure Performance Management standards and levels of Service are maintained and enhanced over the term of the Contract.

10.1.3 Adherence to the quality management system and completion of specific actions identified by the Service Provider in any Service improvement plans will be managed within the contract compliance -and performance monitoring processes for the Contract. Any failure to comply with the quality management system or to undertake agreed actions (excepting any failure demonstrably attributable to either a Purchaser Failure, or an Excusable Failure) will be considered a potential Default.

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

10.2.1 Notice of full assessment visits will be given at least one working day before the visit. Spot checks may take place at any time. During such assessment visits or spot checks all documentation reasonably required by the Purchaser shall be made available to it. The Purchaser will provide a written report to the Service Provider following such assessment visits or spot checks. The report will comment on standards, adherence to the quality management system and will note any improvements required. The Service Provider shall be obliged to implement such improvements within such period as shall be specified in the report.

11. RETURN OF DOCUMENTS

The Service Provider will follow the Purchaser's specific instructions regarding the timescales and method of return (or the secure, confidential destruction as applicable) of any documentation, records, Personal Data, and Confidential Information including the removal of all electronic copies of the information from all computer systems, which it holds through performance of the Contract, whenever requested to do so by the Purchaser, or following the expiry or termination of the Contract.

12. INSTRUCTIONS

The Purchaser may instruct the Service Provider on any aspect of the Services to be provided to the Purchaser.

13. VARIATION OF THE CONTRACT

13.1 The Purchaser may from time to time by written notice to the Service Provider order any variation or addition to any part of the Services, the Service Baselines specified in Part 2 of Schedule C, the Premises specified in Schedule E, and any other relevant additions, deletions, alterations or substitutions affecting the Services.

13.1.1 Where the Purchaser elects to revise the Prisoner Movement Service Baseline volumes for Core Services (including External Services) and Other Prisoner Escorts specified in Part 2 of Schedule C, the Purchaser shall provide a minimum of 3 months prior notice of the date that any revision to Service Baselines is intended to become effective. The Service Provider shall provide a proposal to the Purchaser within 10 working days detailing how it would ensure the capability and any associated adjustment of resources (including Staff and/or vehicles) to enable the Service Provider to fully perform the revised volumes of Service activities from the effective date including any impact upon the costs and Price of the Services. The Purchaser shall review the proposal and notify the Service Provider in accordance with Clause 13.4, 13.6 and 13.7 of this Schedule A whether the proposal is accepted or rejected.

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

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

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

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

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

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

- 13.6 The Purchaser shall notify the Service Provider of its decision to accept or reject any request for variation of the Services, Prices or Contract as soon as it is reasonably practical.
- 13.7 In the event that the Purchaser accepts a variation to the Contract or Price, the Contract will be amended accordingly in writing with any variation to the Contract or Price being implemented from either the effective date specified by the Purchaser or an agreed date. The Service Provider shall carry out the variation and be bound by the same provisions so far as is applicable as though such variation was stated in the Contract.
- 13.8 In the event that the Purchaser rejects any variation to the Contract or Price, then the variation request or proposal shall be disregarded and the parties shall continue to perform their obligations under the Contract as stated in the Contract.
- 13.9 Notwithstanding the above, where the Purchaser, in its sole discretion, considers that a variation or change to the Services is required to meet an emergency, to comply with a Change of Law that requires urgent implementation, or otherwise urgently for whatever reason the Purchaser shall issue a notice of the proposed change (a "Mandatory Notice of Change") on the Service Provider. The variation or changes specified therein shall come into effect on either the date on which the Mandatory Notice of Change is received by the Service Provider, or the specific date indicated in the Mandatory Notice of Change (whichever is the earlier).

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

14. PERFORMANCE MEASURES AND SERVICE CREDITS

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

- 14.2.2 ensure that it enables appropriate IT system security which ensure that only authorised representatives of the Purchaser and Service Provider have controlled access to the performance management and activity data; and
- 14.2.3 ensure that there is, as a minimum, monthly Contract performance management dialogue or meeting between the Service Provider and the Purchaser to review, monitor and ensure the Service Provider's performance under the Contract, to identify and address any quality or Service issues within the Services, and to review progress on implementing any improvements (including actions resulting from any Improvement Notice) required by the Purchaser, or improvements which are proposed and enacted by the Service Provider.
- 14.3 In the event that the specified Service levels are not met (excepting any failure demonstrably attributable to either a Purchaser Failure or an Excusable Failure) and notwithstanding the provisions of Clause 43.2 the Service Provider shall, without prejudice to the provisions of Clause 20.2, credit the Purchaser with the appropriate value of Service Credits specified in Schedule D. The Service Provider's maximum potential liability to the Purchaser for Service Credits due under the Contract in any month will be 6% of the total Price payable under the Contract for that month (excluding the value of any Direct Monetary Service Credits which shall be outwith the maximum liability calculations).
- 14.4 In addition to payment of any Service Credits specified in Schedule D, the Purchaser shall be entitled to require the Service Provider to take all necessary action to ensure that the Contract and specific Services are performed in such a way that the required Performance Measures are achieved, and:
- ⌚ If so required by the Purchaser, within a timescale as defined by the Purchaser, remedy such failure (in so far as possible) or ensure full performance of any part of the Services, which does not conform to the Contract at no additional charge to the Purchaser; and
 - ⌚ Re-deploy or arrange all such additional resources as necessary to enable the Service Provider to ensure consistent performance of the Services in accordance with Schedules B and D of this Contract as soon as practicable after the failure at no additional charge to the Purchaser.
- 14.5 In the event of a Service failure then, subject to Service Provider undertaking the remedies described in Clause 14.4, the payment of Service Credits in accordance with this Clause 14 shall be the sole financial remedy available to the Purchaser for such Service failure unless some additional remedy or indemnity is provided under the Contract or the Purchaser may terminate the Contract pursuant to Clause 34.2. If some additional remedy or indemnity is expressly provided then, the Purchaser may select which remedy is to apply and that remedy shall become the remedy for that Service failure.
- 14.6 The Service Provider shall calculate, in accordance with Schedule D, and submit a credit note to the Purchaser for the appropriate aggregate sum of Service Credits arising during each monthly reporting period. The credit note and appropriate details of the monthly performance measure incidents used by it to calculate entitlements to Service Credits shall be submitted to the Purchaser within 5 working days of the end of each calendar month and the level of Service Credits will be agreed with the Purchaser within 5 working days of receipt.
- 14.7 The Purchaser shall review the Service Provider Service Credit calculations and shall notify the Service Provider of any variance between Purchaser records and the incidents of Service failure reported for that monthly period by the Service Provider.
- 14.8 The Purchaser (through the Escort Monitor) may within 5 working days of receipt of the monthly report dispute the reported data or the category to which a failure has been allocated by the Service Provider. Where the Purchaser disputes the reported data or the categorisation of specific failures allocated by the Service Provider, the Service Provider shall provide the Purchaser with reasonable evidence to verify the data or support the grounds for such allocation. This shall be provided within 5 working days of receipt of a notice from the Purchaser. If having received such evidence and having considered it in good faith the Purchaser does not accept the data or failure allocation then his decision shall be final, and the appropriate adjustment to the Service Credits will be made.

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

15. SERVICE PROVIDER'S STATUS

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

16. HEALTH & SAFETY AND FIRE SAFETY

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

17. WARRANTY

- 17.1 The Service Provider warrants and represents that:
- (a) The Service Provider has the full capacity and Purchaser and all other necessary consents (including but not limited to, where its procedures so require, the consent of its parent company) to enter into and perform the Contract and that the Contract is executed by a duly authorised representative of the Service Provider;
 - (b) The Service Provider has, and at all times during the Contract Term will maintain, sufficient capacity, ability and resources to perform the Services notwithstanding any change that may occur at any time in relation to the Service Provider's obligations (whether contractual or otherwise) to any third party
 - (c) All obligations of the Service Provider pursuant to the Contract shall be performed and rendered by appropriately experienced, qualified and trained Staff with all due skill, care and diligence; and
 - (d) The Service Provider shall make good any Default required to ensure compliance with the Contract at its own expense.

18. DISCRIMINATION

The Service Provider shall not unlawfully discriminate either directly or indirectly on such grounds as gender, race, colour, ethnic or national origin, disability, sex or sexual orientation, religion or belief, or age.

Without prejudice to the generality of the foregoing the Service Provider shall not unlawfully discriminate within the meaning and scope of any law, enactment, order or regulation in respect of any persons seeking to be employed or who are employed by the Service Provider (whether in the provision of the Services or otherwise).

The Service Provider will also ensure that the Services provided under the Contract reflect the general and specific obligations to ensure non-discrimination and equality within the performance and delivery service to the public.

19. PRICE

19.1 The Price for the Services (and any goods) shall be as specified in Schedule C to this Contract including the application of any indexation variation to the Prices specified in Schedule C.

19.1.1 In the event that the Contract is to be extended the Purchaser shall, on or before the service of a notice of extension, enter into good faith negotiations with the Service Provider (for a period of not more than 30 working days) to agree any variation in the Prices and Services. The Service Provider will comply with all reasonable requests and timeframes for negotiations proposed by the Purchaser. Notwithstanding any such negotiations the parties acknowledge the requirement to ensure efficiency and value for money in the Services and that any variation to the Prices for an extension to the Contract shall be no more than the sum arising through the continued application of the indexation variation indicated in Schedule C.

19.2 If the parties are unable to agree a variation to the Prices, the Contract shall terminate at the Expiry Date.

19.3 If a variation in the Prices is agreed between the Purchaser and the Service Provider, the revised Prices will take effect from the first day of any period of extension and shall apply during that period.

20. PAYMENT

20.1 The Purchaser will pay the Service Provider the Price(s) for the provision of Services supplied in accordance with the Contract subject to the satisfactory provision of the Services and in accordance with the Performance Measures. The Purchaser shall be entitled to make deductions, or to withhold part or all of any payment of the Price in respect of any Performance Measure failures and receive Service Credits in accordance with Schedule D, or arising from any disputes or claims against the Service Provider under this Contract including where any additional or alternative services or works are necessary in consequence of the unsatisfactory performance of any part of the Services.

20.2 The Service Provider shall submit to the Purchaser, monthly in arrears, a valid invoice for the monthly Price for the Core and Non-Core Services performed in the month. Subject to the following provisions of this Clause 20.2, the Purchaser shall pay such invoice by BACS within 10 days of its receipt less any Service Credits for which the Service Provider is liable under Clause 14 and for which a credit note has been issued or is due under Clause 14.3. Any element(s) of the Price which the Purchaser disputes (hereinafter referred to as the "Disputed Amount") will not be paid by the Purchaser until resolution of the dispute.

20.3 If either party finds that the data relating to Services completed are erroneous or incorrect in any way, that party shall immediately identify this to the other. The Service Provider shall take all necessary action to ensure that a refund to the Purchaser for any amounts overpaid is achieved within 14 days of notification.

20.4 Value Added Tax, where applicable, shall be shown separately on all invoices as a strictly net extra charge.

20.5 The Service Provider shall address any complaint regarding late payment of invoices to, in the first instance, the addressee of the invoice and, in the second instance to the Purchaser's Head of Finance.

21. RECOVERY OF SUMS DUE

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

22. AUDIT

22.1 The Service Provider shall keep and maintain full and accurate records of the Contract including all financial transactions made in connection with the Contract and records of the Service Credits incurred while the Contract remains in force, and for a minimum of the Audit Period after it has expired or been terminated.

22.1.1 The Service Provider shall declare all Price components including profit, overheads, the cost of Staff, vehicles, materials, and equipment with all and any relevant books of account, correspondence, agreements, receipts, records and statistics relating to Prisoner Movement activity data and Service Provider performance, and other relevant documents available for inspection.

22.1.2 The Service Provider shall on request provide the Purchaser or its representatives, Audit Scotland and such other persons, regulatory or audit organisations as the Purchaser may reasonably specify from time to time, access to these records.

22.2 The Purchaser reserves the right to audit the Service Provider processes and compliance with the background and Disclosure Level verification checks of Staff and representatives of the Service Provider detailed in Clause 6. The Purchaser will endeavor to provide one week's notice of any such audit.

22.3 The Service Provider will allow the Purchaser immediate access to any premises and facilities where Personal Data or Confidential Information is held, located or processed to verify the data handling and security provisions and to review, assure or audit the arrangement(s) for the management and control of Personal Data or Confidential Information to establish compliance with the Service Provider's obligations under this Contract.

23. PREVENTION OF CORRUPTION

23.1 The Service Provider shall not do (and warrants that in entering the Contract he has not done) any of the following (referred to in this Clause as "prohibited acts"):

- (a) Offer, give or agree to give to any servant of the Crown any gift or consideration of any kind as an inducement or reward for doing or not doing (or having done or not having done) any act in relation to the obtaining or performance of this or any other contract with the Crown, or for showing or not showing favour or disfavour to any Person in relation to this or any other contract with the Crown;
- (b) Solicit, receive or agree to receive for himself or for any other person any gift or consideration of any kind as an inducement or reward for doing or not doing (or having done or not having done) any act in relation to the obtaining or performance of this or any other contract with the Crown;
- (c) Enter into this or any other contract with the Crown in connection with which commission has been paid or has been agreed to be paid by him or on his behalf, or to his knowledge, unless before the Contract is made particulars of any such commission and the terms and conditions of any such agreement for the payment of it have been disclosed in writing to the Purchaser; or
- (d) Defraud or attempt to defraud or conspire to defraud the Crown.

23.2 If the Service Provider, its Staff, agents or any sub-contractor, or anyone acting on its or their behalf, does any of the prohibited acts or commits any offence under (i) the Prevention of Corruption Acts, 1889 to 1916, (ii) under Legislation creating offences in respect of fraudulent acts, or (iii) at common law, with or without the knowledge of the Service Provider, in relation to this or any other contract with the Crown, the Purchaser shall be entitled to:

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

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

- (a) Act in a reasonable and proportionate manner having regard to such matters as the gravity of, and the identity of the person performing the prohibited act; and
- (b) Give all due consideration, where appropriate, to action other than termination of the Contract, including (without limitation to).

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

24. SEVERABILITY

If any provision of the Contract is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of the Contract shall continue in full force and effect.

25. WAIVER

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

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

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

26. PATENTS, INFORMATION AND COPYRIGHT

26.1 All Intellectual Property Rights in any guidance, specifications, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models, designs or other material:

- (a) Furnished to or made available to the Service Provider by or on behalf of the Purchaser shall remain the property of the Crown;
- (b) Prepared by or for the Service Provider for use, or intended use, in relation to the performance of the Contract shall belong to the Service Provider who shall grant to the Purchaser or a future service provider, appointed by the Purchaser, a non-exclusive royalty free licence to use such Intellectual Property, developed IT systems and material containing the IPR for the duration of the Contract. This licence shall terminate upon termination or expiry of the Contract except where the Purchaser:

⌚ Has terminated the Contract in accordance with Clause 34.1 or Clause 34.2, or

⌚ Has exercised the provisions provided in Clause 45 (Temporary and Transitional Arrangements) or Clause 46 (Purchase and Handover of Assets), and

in such cases, the licence will terminate twenty-four (24) months (or such shorter period as may be agreed) after termination of the Contract or such longer period as the parties may agree within the context of Temporary and Transitional Arrangements or a purchase of Assets arising under Clause 45 or 46 respectively.

The Purchaser acknowledges and accepts that, subject to the above, the Service Provider shall retain ownership of previously developed Intellectual Property Rights and the right to utilise IT systems developed or supplied by the Service Provider for use under the Contract elsewhere within the Service Provider's business.

- 26.2 The Service Provider shall obtain approval before using any material, in relation to the performance of the Contract which is or may be subject to any third party Intellectual Property Rights. The Service Provider shall procure that the owner of the rights grants to the Purchaser a licence, or if itself a licensee of those rights, shall grant to the Purchaser an authorised sub-licence, to use, reproduce, and maintain the material. Such licence or sub-licence shall be non-exclusive, royalty-free and provided on the same terms as Clause 26.1(b). The licence shall include the right for the Purchaser to sub-license, transfer, novate or assign to other members of the Crown, any replacement Service Provider or to any other third party providing services to the Purchaser, and shall be granted at no cost to the Purchaser.
- 26.3 The Service Provider shall not infringe any Intellectual Property Rights of any third party and the Service Provider shall indemnify and keep indemnified the Purchaser against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Purchaser may suffer or incur as a result of or in connection with any breach of this Clause, except where any such claim relates to:
- (a) Items or materials based upon designs supplied by the Purchaser; and
 - (b) The proper use of data supplied by the Purchaser which is not required to be verified by the Service Provider under any provision of the Contract.
- 26.4 The Purchaser shall notify the Service Provider in writing of any claim or demand brought against the Purchaser for infringement or alleged infringement of any Intellectual Property Right in materials supplied or licensed by the Service Provider.
- 26.5 The Service Provider shall at its own expense conduct all negotiations and any litigation arising in connection with any claim for breach of Intellectual Property Rights in materials supplied or licensed by the Service Provider, provided always that the Service Provider:
- (a) Shall consult the Purchaser on all substantive issues which arise during the conduct of such litigation and negotiations;
 - (b) Shall take due and proper account of the interests of the Purchaser; and
 - (c) Shall not settle or compromise any claim without the Purchaser's prior written consent (not to be unreasonably withheld or delayed).
- 26.6 The Service Provider shall indemnify the Purchaser against any claim, or demand made, or action brought against the Purchaser for infringement or alleged infringement of any Intellectual Property Right by the Service Provider in connection with the performance of the Contract. The indemnity shall include all Purchaser costs and expenses (including, but not limited to, legal costs and disbursements) incurred in contesting any claim, demand, or action brought against the Purchaser or in providing reasonable assistance for the purpose of enabling the Service Provider to contest any claim, demand, or action brought against the Service Provider
- 26.7 The Purchaser and/or Service Provider shall not make any admissions which may be prejudicial to the defence or settlement of any claim, demand or action for infringement or alleged infringement of any Intellectual Property Right by the Purchaser or the Service Provider in connection with the performance of the Contract.
- 26.8 If a claim, demand or action for infringement or alleged infringement of any Intellectual Property Right is made in connection with the Contract or in the reasonable opinion of the Service Provider is likely to be made, the Service Provider may at its own expense and subject to the consent of the Purchaser (not to be unreasonably withheld or delayed) either:
- (a) Modify any or all of its performance under this Contract without reducing the performance or functionality of the same, or substitute alternative performance under this Contract of equivalent performance and functionality, so as to avoid the infringement or the alleged infringement, provided that the terms herein shall apply with any necessary changes to such modified Contract or to the substitute performance under this Contract; or

- (b) Procure a licence to use and provide the Services, which are the subject of the alleged infringement, on terms which are acceptable to the Purchaser whose interests may be affected.

- 26.9 The Service Provider shall obtain prior written consent from the Purchaser before it embarks on any survey or research project regarding the Services. The Service Provider shall submit a paper seeking consent which details the nature and objectives of the work (and such other information as the Purchaser may require to allow it assess the Service Provider request) for consideration by the Purchaser. Should the Purchaser grant permission for the Service Provider to conduct specific survey or research work, the Service Provider shall adhere to any protocols set by the Purchaser regarding Confidentiality and Data Protection obligations, and shall observe any research guidance from relevant professional bodies.
- 26.10 Should the Purchaser or Crown commission any research involving the Services or the performance of the Services, the Service Provider will cooperate and provide relevant necessary information or data as reasonably requested by the Purchaser.
- 26.11 At the termination of the Contract the Service Provider shall at the request of the Purchaser immediately return to the Purchaser all materials, work or records held, including any back-up media.
- 26.12 The provisions of this Clause shall apply during the continuance of the Contract and indefinitely after its expiry or termination.

27. INDEMNITY AND INSURANCE

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

which the Purchaser or a Criminal Justice Partner, in its sole discretion, considers requires to be replaced for security reasons in consequence of either:

- ⌚ A “key compromise” namely where a member of the Service Provider Staff given key(s) to any Premises: (i) parts with possession of such key(s) for any period of time, (ii) removes the key(s) from the Premises without authorisation, or (iii) does or fails to do anything which allows or permits, or may allow or permit, a copy of any such key to be made; or
- ⌚ Locks are broken or otherwise rendered useless by any negligent act or error on the part of any Service Provider Staff; or
- ⌚ Any member of Staff fails in any respect to comply with any provision of any standing orders or rules notified by the Purchaser or controller of the Premises which apply to the management, use, and control of keys and locks in secure Premises and prisons; and
- ⌚ The Purchaser acknowledges that, whilst this lock indemnity may be insured, the Service Provider may indemnify the Purchaser against the costs and claims under this Clause 27.2(e) from its own funds;

(f) The Service Provider shall ensure that the terms of its employer’s and public liability insurance also reflect indemnity against liability arising from accidents or incidents arising during its Control & Restraint (C&R) training, the inappropriate use or misuse of C&R techniques or mechanical Prisoner restraint equipment by its Staff whether such incidents arise during training or when the C&R techniques or equipment are utilised within the terms of Service delivery. The indemnity shall be provided notwithstanding the Purchaser approval of types and models of mechanical Prisoner restraint equipment or prescribed C&R techniques;

(g) The Service Provider shall indemnify the Purchaser against loss, damage or theft of Prisoner property, cash or valuables whilst such items are in the care and custody of the Service Provider. The Purchaser acknowledges that, whilst this indemnity may be insured, the Service Provider can elect to indemnify loss, damage or theft claims under this Clause 27.2(g) from its own funds.

27.3 The Service Provider shall provide the Purchaser with evidence, in the form of certificates of insurance issued by the Service Provider’s insurance broker that all insurance policies required under the Contract are in place and are current throughout the term of the Contract. The Service Provider will provide the Purchaser with copies of the insurance cover notes and certificates annually upon renewal.

27.4 If the Service Provider fails to give effect to and maintain the insurances required by this Contract, or the Service Provider has failed to provide evidence of such insurance despite reasonable requests from the Purchaser in writing for such evidence, the Purchaser may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Service Provider.

Notwithstanding any such alternative arrangements, where the Service Provider is required to maintain insurance pursuant to this Contract in respect of certain liabilities, the Service Provider shall remain liable and indemnify the Purchaser under this Contract for not less than the relevant insurance amount for any liabilities where insurance should have been maintained under this Contract by the Service Provider.

27.5 The terms of any insurance or the amount of cover shall not relieve the Service Provider of any liabilities under the Contract.

27.6 Where the Service Provider comprises more than one person or organisation, the obligations and liabilities of the Service Provider under this Contract shall be the joint and several obligations of those persons or organisations.

27.8 The Service Provider’s insurance policy or policies shall include a provision to indemnify the Purchaser or its assignees or successors, and any other agency or government body or department which has responsibility for Prisoners or court custody in Scotland in respect of claim(s) made against them by independent third parties

(including, but not limited to, Prisoners or members of the public) or the Purchaser arising from the performance or non-performance by the Service Provider of its duties or obligations under the Contract. The extent of the indemnity shall be subject to the policy terms, conditions and exclusions agreed with the Purchaser.

- 27.9 The Purchaser and Crown will have no liability to any party in respect of theft, loss or damage to the property of the Service Provider or any of the Service Provider's Staff or representatives unless the loss is proven to result from the negligent or wilful acts or omissions of the Purchaser, or its employees. The Service Provider shall ensure that it draws this fact to the attention of its Staff or representatives engaged in the provision of Services.
- 27.10 Except as set out in Clause 27.11 the maximum amount for which the Service Provider shall be liable under or in connection with the Contract (whether in contract, delict or otherwise) shall be £1m per event and £30 million in aggregate.
- 27.10.1 Where, in respect of any claim by the Purchaser, the Service Provider is required to maintain insurance(s) pursuant to Clause 27.2 in respect of the relevant liabilities or risks, the levels of insurance cover specified in Clause 27.2 shall be exhausted before the limitations in Clause 27.10 are applied.
- 27.10.2 Where the parties agree to vary the term of the Contract in accordance with Clause 3.2, the value of the uninsured indemnity amount(s) (Clause 27.10) shall be extended on a pro-rata basis (not less than £30m divided by a 7 year contract term) to provide an increase in the aggregate amount(s) commensurate with the term of the variation.
- 27.11 Nothing in this Contract shall limit or exclude the Service Provider's liability for death or personal injury caused by the negligence of the Service Provider or its Staff or as a result of fraud or fraudulent misrepresentation by the Service Provider, or for any other liability where as a matter of law the Service Provider may not limit or exclude its liability.
- 27.11.1 The Service Provider shall not exclude liability for additional operational, administrative costs and/or expenses or wasted expenditure resulting from the direct Default of the Service Provider
- 27.12 Notwithstanding anything else contained within the Contract, neither party shall be liable to the other for any indirect or consequential loss (including any such loss or damage payable by the Purchaser or the Service Provider to a third party as a result of an action brought by a third party) except where such loss arises directly out of damage or injury to property or person.
- 27.13 All indemnities, both insured and uninsured amounts indicated in this Schedule A "Definitions" and this Clause 27 shall be subject to indexation at the same annual indexation date as the Contract Prices. The variation in value of the indemnities, both insured and uninsured amounts, shall reflect the total annual percentage (%) variation in the Price when calculated in accordance with Clause 3.2 of Schedule C.

28. CONFIDENTIALITY

- 28.1 The Service Provider shall comply with, and shall ensure that its Staff and any representatives appointed by the Service Provider to perform the Services comply with the provisions of the Official Secrets Acts 1911 to 1989.
- 28.2 The Service Provider agrees, both during and after termination or expiry of this Contract, to keep all Confidential Information and Personal Data which is supplied, made available to the Service Provider or which is generated by the Service Provider in the performance of the Services, strictly confidential, regardless of the medium whether written, oral or otherwise, (including but without limitation all Personal Data, documents, data, or letters), concerning the Purchaser's or Crown activities or individual Prisoners. The Service Provider shall ensure that:
- 28.2.1 It uses any Confidential Information and Personal Data only for the purposes of carrying out and performing the Services. Specific disclosure will be permitted to Service Provider Staff who are required in the course of their duties to receive, consider it, or to update specific records and Personal Data for the purpose of carrying out the Services;

28.2.2 The relevant police, court, prison or medical documentation records and Personal Data relating to Prisoners are updated as necessary by the Service Provider to ensure that the information which the Service Provider's Staff (or representatives of the Service Provider) provide is correct, up to date, clearly legible, attributable to named persons and dated. For the avoidance of doubt, the Purchaser retains the right to access any such records held by the Service Provider which refer to individual Prisoners at any time on request and for any purpose of the Crown.

28.2.3 They will treat all the Confidential Information and the Personal Data as private and confidential and safeguard it accordingly in accordance with Clause 30;

- ⌚ The Service Provider shall be responsible for any breach by such Staff as if the Service Provider had made that breach;
- ⌚ Upon the written request of the Purchaser, it promptly returns to the Purchaser any Confidential Information or Personal Data that has come into its possession, no matter what the nature or medium and all copies thereof; and

28.2.4 Save as permitted under Clause 28.2.1, the Service Provider shall only disclose Confidential Information or Personal Data with the prior written consent of the Purchaser or where disclosure is required under an Order of a court or Statute, can be justified in the public interest, or is in the Prisoner's best interest (and with the agreement of the Prisoner).

28.3 The Service Provider undertakes to inform the Purchaser immediately of any act, whether intentional or not which may prejudice its obligations of confidentiality. The Service Provider shall use all reasonable endeavours to ensure that its Staff and representatives respect the confidentiality obligations of the Service Provider under the terms of this Contract.

28.4 The Service Provider accepts that any breach of the provisions of this Clause 28 could cause injury to the Purchaser and that monetary damages may not be an adequate remedy. In the event of a breach or threatened breach by the Service Provider, the Purchaser shall be entitled to relief by way of interdict or injunction (whether interim or final) in any court of competent jurisdiction and the Service Provider shall reimburse the Purchaser for any costs, claims, demands or liabilities arising directly or indirectly out of a breach. Nothing contained in this Contract shall be construed as prohibiting the Purchaser from pursuing any other remedies available to the Purchaser for a breach or threatened breach.

28.5 The Service Provider acknowledges that the Purchaser is subject to the requirements of the Freedom of Information (Scotland) Act 2002, the Public Services Reform (Scotland) Act 2010, and the Environmental Information (Scotland) Regulations 2004 and shall facilitate the Purchaser's compliance with the information disclosure requirements pursuant to these Regulations (or any revision thereof). The Purchaser may disclose information in compliance with these Acts or those Regulations, any other law, or as a consequence of judicial order, or order by a court, tribunal or the Information Commissioner which requires disclosure. Any such disclosure shall not be treated as a breach of this Contract.

28.5.1 The Service Provider acknowledges and accepts that the Contract, key performance data and related information regarding CCPES may be published by Purchaser, and that the Purchaser may also require to disclose specific information relating to government tenders and contracts in accordance with the requirements of the EU Public Procurement Directive and Scottish Government policy.

28.5.2 The Service Provider acknowledges that the Purchaser will publish information in accordance with Part 3 of the Public Services Reform (Scotland) Act 2010.

28.6 Nothing in this Clause 28 shall prevent the Purchaser (at its sole discretion) from disclosing Confidential Information obtained from the Service Provider to any consultant, alternative service provider, independent valuer, or to any other person engaged by the Purchaser in connection with the valuation, re-tendering process or appointment of an alternative or substitute service provider to replace the Service Provider in whole or in part whether arising from the expiry of earlier termination of this Contract.

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

29. PUBLICITY

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

30. DATA PROTECTION ACT

- 30.1 The Service Provider's attention is hereby drawn to the Data Protection Act 1998 ("the Act")
- 30.2 The Service Provider undertakes to comply in all respects with the provisions of the Act and any equivalent or associated Legislation in relation to all Personal Data or Confidential Information collected, generated and/or processed by the Service Provider in the provision of the Services and shall not do anything or permit anything to be done which might lead to a breach of that Act or the equivalent or associated Legislation.
- 30.3 Without prejudice to the foregoing, the Service Provider undertakes:-
- (a) It will only obtain, hold, process, use, store and disclose Personal Data and Confidential Information as is necessary to perform the Services and Service Provider's obligations under this Contract and for compliance with any legal or regulatory obligation(s);
 - (b) To have in place appropriate technical and organisational measures to ensure the security of the Personal Data and Confidential Information (and to guard against unauthorised disclosure to any third party, unlawful processing of such Personal Data or Confidential Information and against accidental loss or destruction of, or damage to, personal data or information);
 - (c) To notify the Purchaser immediately on becoming aware that any Personal Data or Confidential Information has been lost or damaged;
 - (d) Not to delete, destroy or remove any of the data without the prior written consent of the Purchaser;
 - (e) To provide the Purchaser with such information as is reasonably required to ensure that the Service Provider is complying with its obligations under the Act; and/or
 - (f) To ensure that it does nothing, knowingly or negligently, which may place the Purchaser in breach of its obligations under the Act.
- 30.4 Nothing in Clauses 6, 7, or 36 of this Schedule shall oblige the Service Provider to provide information to the Purchaser where to do so would constitute a breach of the Service Provider's obligations under the Data Protection Act 1998, provided that the Service Provider shall use all reasonable endeavours to comply with its obligations under such Clauses.
- 30.5 The provisions of this Clause shall apply during the continuance of the Contract and indefinitely after its expiry or termination.

31. INDUSTRIAL ACTION

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

31.3 In the event that the Service Provider fails to meet any or all of its obligations under this Contract due to industrial action by Staff, of the Service Provider, and the Purchaser is required to arrange additional or alternative contingent services with a third party or other member of the Crown to ensure continued provision of the Services in consequence of the industrial action, then the Service Provider shall be liable for any additional costs the Purchaser or Crown incurs in having to provide or ensure the continuity of the provision of Services.

Any actual withholding or reduction of the Price by the Purchaser in accordance with the costs incurred by the Purchaser or Crown to ensure the continued provision of the Services, and any written notice given by the Purchaser to the Service Provider under Clause 20.1, shall be final and conclusive.

31.4 In the event of industrial action or disputes by staff employed directly by the Purchaser or industrial disputes of a supplier of the Purchaser affecting the Services, the Service Provider shall co-operate with the Purchaser in order to ensure the continued provision of the Services as far as practicable during the continuance of any such industrial action or dispute.

32. REMEDIES CUMULATIVE

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

33. IMPROVEMENT AND DEFAULT NOTICES

33.1 If the Service Provider fails to provide the Services or any part of the Services in accordance with the Contract or fails to comply with any other obligation under the Contract (including the Service Provider's achievement of readiness in accordance with the Implementation Programme), the Purchaser may serve an Improvement Notice on the Service Provider, specifying the failure and requiring it to:

- ⌚ Immediately undertake remedial measures to the satisfaction of the Purchaser within 14 calendar days or such other period as may be specified by the Purchaser; or
- ⌚ To submit a timebound action plan to inform the Purchaser of the measures which will be taken by the Service Provider and the management supervision arrangements to address the issue(s) indicated in the Improvement Notice, correct any failure and to prevent or avoid its recurrence. The parties shall monitor progress against the action plan in terms of addressing the issue indicated in the Improvement Notice.

33.2 If the Service Provider fails to comply with the requirements of an Improvement Notice or is otherwise in Default of any obligation under the Contract or Implementation Programme, the Purchaser may serve a Default Notice on the Service Provider stating that the Service Provider is in Default of its obligations under the Contract or Implementation Programme. The Default Notice shall specify the Default and require it to be remedied to the satisfaction of the Purchaser within 14 calendar days or such other period as may be specified by the Purchaser. Notwithstanding this provision the Purchaser may, in exceptional circumstances, where effective security, care, Prisoner or public safety are potentially at risk, serve a Default Notice requiring immediate corrective action by the Service Provider to address specific issue(s) of concern.

Where the required remedy has not been completed within the time period stipulated by the Purchaser, the Purchaser may undertake the Service itself, or engage a third party to do so and recover the full costs of such action from the Service Provider, and/or issue a termination notice in accordance with the provisions of this Contract.

33.3 Clause 33.1 shall not prevent the Purchaser serving a Default Notice under Clause 33.2 without first serving an Improvement Notice in any circumstances where the Service Provider is in Default of any obligation under the Contract.

34. TERMINATION

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

- (a) There is a change of control (as defined by Section 416 of the Income and Corporation Taxes Act 1988) of the Service Provider; or
- (b) The Service Provider passes a resolution that it be wound-up, or a court makes an order that the Service Provider be wound-up, in either case otherwise than for the purposes of reconstruction or amalgamation, or circumstances arise which would enable a court to make such an order; or
- (c) An administrator, manager or receiver is appointed to the Service Provider or over all or any part of the property which may, from time to time, be comprised in the property and undertaking of it, or circumstances arise which would entitle a court to appoint such an administrator, manager or receiver or the Service Provider makes any composition or arrangement with or for the benefit of its creditors, or makes any conveyance or assignment for the benefit of its creditors; or
- (d) The Service Provider makes voluntary arrangements for a composition in satisfaction of its debts or a scheme or arrangements of its affairs or is otherwise unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986; or
- (e) The Service Provider becomes bankrupt or shall have a receiving order or administration order made against him or appears unable to pay or to have no reasonable prospect of being able to pay a debt within the meaning of Section 123 of the Insolvency Act 1986 shall become apparently insolvent within the meaning of the Bankruptcy (Scotland) Act 1985, or any application shall be made under the Bankruptcy or Insolvency Act for the time being in force for sequestration of its estate or a trust deed shall be granted by him on behalf of its creditors;
- (f) There is any change in ownership of the Service Provider or to the composition of any consortia providing the Services where the Purchaser has not consented to the transfer or assignment of the Contract by the Service Provider under Clause 35.
- (g) Any events similar to those described above occurs under the law of any other jurisdiction to which the Service Provider is subject.

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

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

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

- 34.3 Without prejudice to the Purchaser's other rights of termination under this Contract, the Purchaser may also terminate the Contract at any time by giving written notice subject to the Termination Notice Period.
- 34.4 **Consequences of Termination.** Where the Purchaser terminates the Contract in accordance with Clause 34.1 or 34.2, the Purchaser may recover from the Service Provider the amount of any loss suffered by the Purchaser resulting from the termination, including the administrative, tendering process and operational costs reasonably incurred by the Purchaser in making other (temporary or substantive) arrangements for the provision of the Services for the period of the earlier of twenty-four (24 months) or the period from the date stated on any termination notice to the Expiry Date or such shorter period as may be agreed. Nothing in this Clause 34.4 shall relieve the Purchaser from its common law duty to mitigate such costs and expenses.
- 34.5 In the event that the Purchaser terminates the Contract in accordance with Clause 34.1 or 34.2, the Purchaser may:
- 34.5.1 Retain any sums due to the Service Provider by the Purchaser (which sums are hereinafter referred to as "the Sums") whether in terms of the Contract or otherwise. When the amount of the costs, damage and loss incurred or suffered by the Purchaser as a result of such termination of the Contract have been calculated (which amount is hereinafter referred to as "the Amount") then, in the event that the Amount:
- Ⓟ Is less than the Sums, the Amount shall be deducted from the Sums, and the balance of the Sums paid over to the Service Provider by the Purchaser in full and final satisfaction of all debts owed by the Purchaser to the Service Provider; and/or
 - Ⓟ Exceeds the Sums, the Purchaser may immediately recover from the Service Provider the amount of such excess, as a debt owed by the Service Provider to the Purchaser; and/or
 - Ⓟ Exceeds the Sums, or any value of money is recoverable from or payable by the Service Provider, that sum may be deducted from any sum then due, or which at any later time may become due, to the Service Provider under this Contract or under any other contract or contract with the Purchaser or with any department, agency or Purchaser of the Crown.
- 34.5.2 Take possession of any vehicles, Prisoner records or data, materials, clothing, equipment or other goods loaned, hired or provided by the Purchaser to the Service Provider, or of which the Service Provider was given use by the Purchaser for the purposes of providing the Services; and
- 34.5.3 In so far as legally permissible, exercise a lien over any vehicles, premises, IT systems and software (including the data therein which relates to the Services), materials, clothing or equipment, or other goods belonging to the Service Provider until the Amount as owed to the Purchaser by the Service Provider in terms of Clause 34.6.1 has been ascertained and paid in full by the Service Provider to the Purchaser.
- 34.5.4 Direct the Service Provider during the Termination Notice Period regarding activities which have not been commenced (including any supply or services contracts to support delivery of the Services) to refrain from commencing those activities. The Purchaser shall give such direction within any notice period and the Service Provider shall:
- Ⓟ Terminate on the date(s) reasonably requested by the Purchaser any orders for supply or services contracts to the extent that they relate to the portion of Services terminated, and
 - Ⓟ Return to the Purchaser (where requested) all PCO certificates and/or identify cards or security control passes issued to the Service Provider's Staff or representatives. The procedure and timescales for the return of the PCO certificates and identification shall be agreed between the Service Provider and Purchaser failing which, such date shall be no later than 14 calendar days from the termination date issued by the Purchaser requesting the return, and

- ⌚ Promptly undertake any action that the Purchaser may issue concerning the safeguarding or disposal of files, documents, Prisoner records (in electronic or paper form), buildings or security keys, and other property of the Purchaser or Crown.

34.6 In the event that the Purchaser terminates the Contract in accordance with Clause 34.3 the Purchaser shall be liable to pay to the Service Provider such sum as shall represent its agreed costs provided that the Service Provider takes immediate and reasonable steps, consistent with the obligation to provide the Services during the period of notice, to terminate all contracts with sub-contracts on the best available terms, to cancel all capital and recurring cost commitments, and to reduce Service Provider's equipment and labour costs as appropriate. In the above circumstances, the Purchaser shall be liable in respect of the following items:

- ⌚ The unpaid Prices due to the Service Provider in accordance with Clause 20 for Services carried out in accordance with the Contract up to the date of such termination less the appropriate Service Credits. Such sums will exclude any loss of profit incurred by the Service Provider as a result of the termination;
- ⌚ The Prices (less the appropriate Service Credits) due to the Service Provider in accordance with any transitional arrangements (Clause 45) for all the Services carried out in accordance with the Contract; and
- ⌚ Subject to the presentation of evidence to the reasonable satisfaction of the Purchaser, the actual unamortised costs of the Service Provider together with all other reasonable financial costs suffered by the Service Provider as a direct result of such termination including but not limited to any redundancy payments which the Service Provider makes to Staff engaged in the Services at the termination date and any payments properly made to other third parties as a direct result of such early termination.

Any payment under this Clause 34.6 shall become payable following settlement of any Sums due to the Purchaser under Clause 34.5.1.

34.7 For the purposes of Clause 34.6 the Service Provider shall submit to the Purchaser within 20 working days after service of the notice, a fully itemised and costed list, with supporting evidence, of all costs incurred by the Service Provider as a result of the termination of the Contract, or the termination of any part of the Services, to be updated only in respect of ongoing costs each week until the Contract is terminated.

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

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

35. ASSIGNATION AND SUB-CONTRACTING

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

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

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

- 35.3 The Service Provider shall provide the Purchaser with a copy of any deed or agreement formally recording any assignment, sub-contracting or other disposal or transfer of any right or interest or obligation which it may have in or under the Contract if requested to do so in writing.
- 35.4 Where the Service Provider enters into any sub-contract in respect of the performance of the Services, it shall cause a term to be included in such sub-contract which requires payment to be made to the sub-contractor by the Service Provider of all sums due by the Service Provider in terms of such sub-contract within a specified period not exceeding 30 days from receipt by the Service Provider of a valid invoice in respect thereof from the sub-contractor.

36. TRANSFER OF UNDERTAKINGS

- 36.1 The Service Provider recognises that the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) may apply in respect of the Contract, and that for the purposes of those Regulations, the undertaking concerned (or any relevant part of the undertaking) shall:
- (a) Transfer to the Service Provider on the commencement of the Contract; and
 - (b) Transfer to another supplier or the Purchaser on the expiry or earlier termination of the Contract.
- 36.1.1 The Service Provider shall fully indemnify and hold the Purchaser harmless against all costs, expenses, liabilities, damages, awards and losses incurred by the Purchaser as a result of any claim or demand made against the Purchaser by any Transferring Employee (a "Transferring Employee") (and/or any trade union or any other body or person representing any Transferring Employee) which relates to the employment of or any substantial changes made or proposed by the Service Provider in the working conditions or terms of employment for any of the Transferring Employees which arose or occurred in the period between the Contract Commencement Date and the earlier of the Expiry date or the date of termination of the Contract inclusive, save to the extent that such claims arise from any act or omission of the Purchaser.
- 36.2 At any time prior to the expiry of the Contract or after the Purchaser has given notice to terminate the Contract, or following any of the occurrences specified in Clause 34.1 affecting the Service Provider, and within 20 working days of being so requested by the Purchaser or any prospective supplier for the purposes of competitive tendering, the Service Provider shall fully and accurately disclose to the Purchaser, prospective supplier or to any person nominated by the Purchaser information relating to Staff engaged in providing the Services in relation to the Contract in particular, but not necessarily restricted to, the following:
- (a) The total number and roles of personnel whose employment with the Service Provider is liable to be terminated at the expiry of this Contract but for any operation of law; and
 - (b) For each person, age and gender; details of their salary, benefits and other remuneration; date of commencement of continuous employment; contracted hours of work (full or part time or Staff on retention); and pay settlements covering that person which relate to future dates but which have already been agreed and their redundancy entitlements (the names of individual members of staff do not have to be given); and
 - (c) Information about the other terms and conditions on which the affected staff are employed, or about where that information can be found; and
 - (d) Details of pensions entitlements, if any.
- 36.3 The Service Provider shall permit the Purchaser, any prospective supplier or any other person nominated by the Purchaser to use the information for the purposes of TUPE and of re-tendering. The Service Provider will fully co-operate with the re-tendering of the contract by allowing the transferee(s) to communicate with and meet the affected Staff and/or its representatives.
- 36.4 The Service Provider agrees to indemnify the Purchaser fully and to hold it harmless at all times from and against all actions, proceedings, claims, expenses, awards, costs and all other liabilities whatsoever in any way connected with or arising from or relating to the provision of information under this Clause or TUPE.

- 36.5 In the event that the information provided by the Service Provider in accordance with this Clause becomes inaccurate, whether due to changes to the employment and personnel details of the affected Staff made subsequent to the original provision of such information or by reason of the Service Provider becoming aware that the information originally given was inaccurate, the Service Provider shall notify the Purchaser of the inaccuracies and provide the amended information. The Service Provider shall be liable for any increase in costs the Purchaser may incur as a result of the inaccurate or late production of data.
- 36.6 The Purchaser (and any alternative service provider notified to the Service Provider) shall be entitled to commission and undertake its own or an independent review and verification of the TUPE information provided by the Service Provider prior to or following the date of Contract expiry or termination notified to the Service Provider. Such verification may include visiting Service Provider premises to review documents, and discussions and interviews with Service Provider personnel.
- 36.7 Where (i) the Service Provider ceases (for whatever reason) and whether directly or indirectly to provide any Service under this Contract and (ii) any contract of employment with any person thereupon has effect as a result of the application of the Transfer Regulations as if originally made between such person (a "Transferring Employee") and the Purchaser or a future provider of the Services (a "future service provider"):
- 36.7.1 The Service Provider shall fully indemnify and hold the Purchaser and a future service provider harmless against all costs, expenses, liabilities, damages, awards and losses incurred by the Purchaser or a future service provider as a result of any claim or demand made against the Purchaser or a future service provider by any Transferring Employee (and/or any trade union or any other body or person representing any Transferring Employee) which relates to circumstances or events arising or occurring in the period prior to the date from which the transfer of such contract of employment has such effect (the "Relevant Transfer Date"), save to the extent that such claims arise from any act or omission of the Purchaser. The Service Provider will, if required by the Purchaser, at the cost of the Service Provider enter into a deed of indemnity in order to provide a future service provider with the same protection given to the Purchaser under this paragraph; and
- 36.7.2 The Purchaser shall fully indemnify and hold the Service Provider harmless against all costs, expenses, liabilities, damages, awards and losses incurred by the Service Provider as a result of any claim or demand by any Transferring Employee (and/or any trade union or any other body or person representing any such Transferring Employee) which relates to (i) circumstances or events arising or occurring on or after the Relevant Transfer Date, (ii) a failure by the Purchaser to comply with its obligations under Regulation 10(3) of the Transfer Regulations or (iii) any substantial change made or proposed by the Purchaser in the working conditions of any of the Transferring Employees which is alleged to be detrimental to such employees.
- 36.8 The provisions of this Clause shall apply during the continuance of the Contract and for a period of up to twelve months following the expiry or termination of the Contract.

37. NOTICES

- 37.1 Except as otherwise expressly provided within the Contract, any notice given under or pursuant to the Contract must be in writing.
- 37.2 Any notice issued in terms of this Contract shall be sent by hand, first class post, recorded delivery or electronic communication (as defined by the Electronic Communications Act 2000). Such notices shall be addressed:
- 37.2.1 In the case of the Purchaser to:
The Head of Procurement Policy & Services,
Scottish Prison Service,
Calton House,
5 Redheughs Rigg,
Edinburgh,
EH12 9HW
and copied to the SPS Head of Prison Services and Contracts at the same address, or:

37.2.2 In the case of the Service Provider to:
The Company Secretary
G4S Care and Justice Services (UK) Limited (Company Registration number 0390328)
Sutton Park,
15 Carshalton Road,
Sutton,
Surrey,
SM1 4LD

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

37.3 Notice shall be deemed to be given on the day when in the ordinary course of the means of transmission it would have been received by the addressee in normal business hours.

37.4 The Service Provider shall notify the Purchaser immediately in writing of any change in ownership that is required to be notified to the Stock Exchange under their regulations, and any changes to senior management personnel or key operational personnel. The Service Provider shall also notify the Purchaser immediately in writing following the occurrence of any of the events set out in Clause 34.1.

38. DISPUTE RESOLUTION

38.1 Where there are any differences or questions between the Purchaser and Service Provider with respect to any matter arising out of or relating to performance of the Contract, other than a matter or thing as to which the decision of the Purchaser is under the Contract to be final and conclusive, the parties shall in good faith attempt to reach agreement through discussion within a period of no more than the Dispute Resolution Period.

- a) Differences or questions shall in the first instance be referred (that day or the next working day) to the Purchaser's Contract Manager or by the Service Provider's Contract Manager (or vice versa) by telephone, facsimile, electronic communication and/or by face to face meeting for discussion and resolution.
- b) If the matter is not resolved, the matter will be referred to the next level of the Purchaser and the Service Provider's management who will discuss and attempt to resolve the matter within 24 hours of such escalation.
- c) If the matter is not resolved, the escalation will continue with the same maximum 24 hour time intervals through two (2) more levels of management.

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

38.2 The Parties acknowledge that any Disputed Amounts, or any element of the Price which is withheld or reduced by the Purchaser following the Purchaser or Crown being required (following written notice given by the Purchaser to the Service Provider) to make alternative arrangements with a third party to carry out or perform all, or part(s) of the Services may, if the Service Provider so wishes, become subject to the Dispute Resolution procedures in this Clause 38

38.3 The Service Provider will not unreasonably seek to enter into dispute or arbitration procedures where there exists reasonable evidence of failures of operational or Service performance as detailed in the Contract.

38.4 Where no agreement can be reached within the Dispute Resolution Period, either party shall be entitled to refer the matter to a single arbiter to be mutually agreed and chosen by the parties for that purpose or if the parties are unable to agree as to the appointment of an arbiter, chosen by the President for the time being of the Law Society for Scotland on the application of either party. The arbitration shall be seated in Scotland under the laws of Scotland, and the Arbitration (Scotland) Act 2010 shall apply.

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

39. INSPECTION OF PREMISES AND NATURE OF SERVICES

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

40. NON-EXCLUSIVITY

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

41. USE OF THE PREMISES AND FACILITIES, ETC

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

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

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

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

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

41.2.1 The Service Provider will notify the controller of the Premises and the Purchaser of any identified or assessed risks with regard to the areas of the Premises within which the Staff undertake the Services, any equipment or fixtures provided in the Premises or where, in the opinion of the Service Provider, such facilities are, or become, unsatisfactory including through Prisoner actions.

41.2.2 Where areas of the Premises where the Staff undertake the Services, fixtures or other equipment are identified as not of a reasonable satisfactory standard and maintenance or repair is the responsibility of the Purchaser, the Crown, or one of the Partners, the Service Provider shall agree the terms of any actions with the Purchaser and the respective controller of the relevant Premises. This may include temporary relocation or prohibition of use, removal or substitution of fixtures and equipment from the Services, remedial activity timescales, or other factors relevant to the identified issue.

41.3 Nothing in this Contract shall require the Service Provider to undertake the replacement, repair or renewal of the Premises (including the internal fabric of any building), fixtures or equipment made available by the Purchaser or Crown unless the requirement for replacement, repair or renewal arises or is caused by virtue of the Default, act or omission of the Staff or representatives of the Service Provider.

41.4 If there is any loss or damage caused to the Premises, fixtures or equipment which arises or is caused by Service Provider Failure, Default or other action the Purchaser may, whatever the cause, arrange for the repair or re-instatement of the damage to the Premises, fixtures or equipment at the Service Provider's expense, or require the Service Provider without delay to reinstate, replace or make it good to the satisfaction of the Purchaser.

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

For the avoidance of doubt, the Purchaser or Crown will normally, following notification to the Service Provider, arrange any minor repairs to damage to the fabric and structure of the Premises caused by Service Provider Default or take action at the Service Provider's expense. Any material loss or damage would be considered and addressed within the context and provisions of the Service Provider's obligations under Clause 27.9 (Indemnity and Insurance).

41.5 At, or following, the Expiry Date or at the date stated in any notice of termination, the Purchaser shall cease to make available to the Service Provider, access to the Premises, any equipment and all other facilities made available by the Purchaser to the Service Provider under Clause 41 or otherwise. The transfer of the Services to the Purchaser or another service provider shall be arranged between the Purchaser and the Service Provider so as to reduce to a minimum any interruption in the availability of the Services.

42. SERVICE PROVIDER PREMISES, VEHICLES AND EQUIPMENT

42.1 The Service Provider shall, subject to Clause 41, be responsible for the provision of the Assets material or supplies required for the purposes of enabling the Service Provider to undertake and fully perform the Services in this Contract.

42.2 The Service Provider shall, in addition to the provisions of paragraph E14 of Schedule B, ensure that throughout the term of the Contract vehicles are serviced regularly in accordance with the manufacturer's recommendations and any requirements of the Leasing Company and that the interior and exterior of the vehicles are maintained in good condition relative to its age, mileage and the purpose for which it is used in the provision of the Services. The Service Provider shall not garage any vehicles or store any equipment which is faulty, awaiting repair or servicing at the Premises. Any faulty items shall, where necessary to ensure effective delivery of the Services, be replaced with serviceable items at the earliest opportunity.

42.3 Notwithstanding the provisions of paragraphs H7.1 and H7.1.1 of Schedule B, if at any time during the term of the Contract the Service Provider, as a result of a variation agreed under Clause 13, requires to update the vehicle fleet types and profile and either re-new or enter into any new Vehicle Lease, rental or maintenance arrangement(s), or to re-new, extend or form new lease or rental agreements for premises to ensure that it can continue to provide the Services in accordance with the Contract, and the duration of such arrangements extends beyond the Expiry Date, the following provisions shall apply. The Service Provider shall:

42.3.1 Notify the Purchaser of such intention in writing and provide it with full details and terms of the proposed revised or new arrangements in order to agree the term of such arrangements with the Purchaser; and

42.3.2 Not enter into revised or new lease, rental or maintenance arrangements for vehicles or premises unless the arrangements have been approved in writing by the Purchaser (and any such approval shall not be unreasonably delayed).

42.4 The Service Provider will ensure that any lease, rental and maintenance agreements for premises or vehicles which are solely for the provision of these Services include a provision which, at any time during the period of these agreements including upon termination or expiry of the Contract, permit the novation for the remaining term of the agreement and the assignment of the benefit and obligations of the lessee under the agreement to either the Purchaser, or an alternative service provider which has entered into a contract with the Purchaser to provide services which require the use of the premises, or the vehicles for the transportation of Prisoners.

43. DELAY(S) TO THE IMPLEMENTATION PROGRAMME

43.1 The parties acknowledge that time is of the essence in respect of the Implementation Programme, and that the Service Provider shall demonstrate to the Purchaser its readiness to fully implement the Services in accordance with the Implementation Programme and to commence the Services on the Go Live Date.

If, in the opinion of the Purchaser, the Service Provider fails to make itself and the Staff, vehicles or other resources available to complete the Implementation Programme by the due date(s) the Purchaser may investigate and establish the reasons for such failure. The Purchaser may, at its sole discretion, either serve written notice including an Improvement Notice or a Default Notice to the Service Provider requiring the Service Provider to take such action as the Purchaser may reasonably require to bring the Implementation Programme up to schedule or revise the timescales and order of the Implementation Programme. If the Purchaser revises the timescales of the Implementation Programme the Service Provider will implement the Implementation Programme as so revised.

43.2 If the Service Provider fails to implement the Services in full on the Go Live Date the Service Provider shall pay to the Purchaser the Liquidated Damages for each day of the period from the Go Live Date to the actual date (as agreed by the Purchaser) of the implementation in full. Such sum shall be paid as liquidated and ascertained damages by the Service Provider to the Purchaser on a monthly basis within 5 working days of the last day of each month where a delay in implementation has occurred.

44. FORCE MAJEURE

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

44.2 Neither party shall be deemed to be in breach of this Contract or otherwise be liable to the other, by reason of any delay in performance, or non-performance, of any of its obligations hereunder to the extent that such delay or non-performance is due to a Force Majeure event of which it has notified the other party and the time for performance of that obligation shall be extended accordingly.

44.3 If the Force Majeure in question prevails for a continuous period in excess of six months, the parties shall enter into bona fide discussions with a view to alleviating its effects, or to agreeing upon such alternative arrangements as may be fair and reasonable.

45. TEMPORARY AND TRANSITIONAL ARRANGEMENTS

45.1 If the Service Provider fails to comply and remedy the requirements stated in a Default Notice, or if the Contract is terminated following an insolvency event or the Purchaser terminates the Contract in accordance with Clause 34, the Purchaser may either exercise temporary step-in rights to perform the Services or parts of the Services itself, or engage another service provider to ensure transitional continuity for such period as the Purchaser may reasonably require or to undertake the substantive performance of the Services. The Service Provider hereby grants to the Purchaser all necessary step-in and transitional rights (as outlined below) as the Purchaser may require to:

45.1.1 Use the Assets and Staff used by the Service Provider to provide the Services;

45.1.2 Engage on whatever basis as the Purchaser may deem fit, the Service Provider's Staff used to provide to Service; and

- 45.1.3 Subject to the provisions of Clause 26, utilise developed IT systems & software, and operating systems, instructions or other such material containing Service Provider or third party Intellectual Property Rights to maintain and support the Services.
- 45.2 The Service Provider shall ensure that its agreements and contracts for Assets used in the Services (whether the property of, or leased or rented to, the Service Provider, or subject to finance agreements with third parties) which would be required to support or enable continued performance of the Services by the Purchaser or a nominated alternative service provider contain the appropriate necessary provisions to enable immediate step-in and beneficial access to the Assets ahead of any subsequent transfer of the ownership of the Assets to SPS or its nominated alternative service provider following any of the events in Clause 45.1. The Service Provider shall also ensure that such contract(s) contain a provision enabling the Purchaser or its nominated alternative service provider to be provided with first opportunity to step-in or purchase the relevant Assets should the third party terminate the contract for breach of contract or insolvency of the Service Provider. For the avoidance of doubt, the Service Provider shall also ensure that the Purchaser or its nominated service provider have the option to purchase Service Provider Assets in accordance with Clause 46.
- 45.2.1 The Service Provider shall, following the Purchaser implementing the provisions of Clause 45.1 or 45.2, demonstrate to the Purchaser that it is capable of resuming and providing full and effective provision of the Services (or such part thereof) in accordance with all the provisions of the Contract. The Service Provider shall, following Purchaser acknowledgement and agreement of a transition plan, then re-engage and resume the provisions of Services or such part thereof.
- 45.3 **Transition Period.** Upon the expiry or termination of the Contract (whichever comes first), for any reason whatsoever, and if so requested by the Purchaser, the Service Provider shall work for and co-operate with the Purchaser for a period of up to 12 months from the date of expiry or termination, as may be determined by the Purchaser ("the Transition Period") to ensure an orderly and efficient transition of provisions of the Services (or part of them) by the Service Provider to the provision of services by the Purchaser or some other service provider. At the beginning of the Transition Period the Service Provider shall provide to the Purchaser all records, documents (including those providing historical data about Prisoner Movements) and access to the Service Provider routing and logistics system necessary to continue the operation of the Services.
- 45.4 During the period throughout which the Purchaser exercises the rights provided in Clause 45.1.1 and 45.1.2, or during the Transition Period:
- 45.4.1 The Service Provider (or any third party owner of the Assets) shall provide to the Purchaser the information required under Clause 36, and Clause 46 in a form acceptable to the Purchaser within an agreed time period or, failing which, no later than 30 calendar days from the date of any Purchaser notice requesting information, and
- 45.4.2 The Purchaser shall pay to the Service Provider the reasonable costs of the Service Provider for the provision and use of such Assets including but not limited to any Vehicle Lease costs, and an agreed sum to reflect depreciation of the Assets on a basis consistent with the Service Provider's depreciation policy in force at the date of termination.
- 45.5 Any sums calculated and due to the Service Provider in accordance with this Clause 45 shall not exceed the sum of the Prices (calculated in accordance with the provisions of Schedule C and Clause 13 of this Schedule for the provision of the Services over a similar time period immediately prior to any notice served under this Clause 45 or Clause 34.
- 45.6 The Service Provider shall ensure that it continues to maintain, repair and support the Assets and other physical resources utilised in the provision of the Services in accordance with the routine and normal maintenance schedules for that that type of Asset, that it protects the Assets from damage, and that it does nothing which would adversely affect or diminish the Assets provided to perform or support the Services. The Service Provider shall also ensure that, following any step-in arising under this Clause 45 (Temporary and Transitional Arrangements) or Clause 46 (Purchase and Handover of Assets), that it maintains and ensures continuity of all relevant sub-contracts, agreements, or licences which support or enable the Services during any Transition Period.

45.6.1 Where the provisions of Clause 45 or Clause 46 are implemented by the Purchaser, the Service Provider shall obtain the prior approval of the Purchaser to implement any changes or revisions to the Assets or new releases of Service Provider IT systems & software that are inherently part of the Services. The Purchaser reserves the right to reject changes and insist that the Service Provider maintain the existing Assets or IT systems / software platform during any Transition Period.

45.7 Nothing in Clause 45 or the following Clause 46 shall be taken as limiting or restricting any right or remedy that the Purchaser may have in respect of any Default by the Service Provider.

46. PURCHASE AND HANDOVER OF ASSETS

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

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

46.2 The Purchaser shall be entitled to commission and undertake its own or an independent review and valuation of the Service Provider's Assets relevant to provision of this Contract and Services prior to either including such information in an invitation to tender or entering negotiations with the Service Provider for the potential acquisition or transfer of such Assets.

The Service Provider shall fully co-operate and facilitate such valuation activity by the Purchaser and shall, if applicable, allow other potential service provider(s), the Purchaser or representatives of the Purchaser to view and assess the Assets that may be subject to transfer or sale both prior to, or following, the date of contract expiry or termination notified to the Service Provider.

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

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

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

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

46.5 The Service Provider shall ensure that it continues to maintain and repair the premises, vehicles or other equipment in accordance with the routine and normal maintenance schedules for that that type of asset, that it protects the Assets from damage, and that it does nothing which would adversely affect or diminish the Assets during or following any valuation activity arising under this Clause 46 or following any step-in arising under Clause 45 (Temporary and Transitional Arrangements)

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

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

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

46.6 Where any Asset to be sold or transferred is leased or licensed, then the Service Provider shall at the request of the Purchaser, join with the Purchaser in taking the necessary steps and action to assign, novate, sub-lease or sub-license (as appropriate) such leases or licenses to the Purchaser or an alternative provider of the Services who has entered into a contract with the Purchaser to provide the Services on or after the expiry or termination of the Contract. The parties will ensure that any such novation is on terms that the Service Provider is fully released from all obligations arising under the relevant vehicle or premises lease after the completion of the novation.

46.7 Where a valuation of physical resources and Assets has been obtained under Clause 46.1 or 46.3, the Purchaser or an alternative provider of the Services may, by written notice to the Service Provider, elect to purchase such of these as it may specify in the notice, at the requisite value(s) established by the parties through dialogue or the application of Clause 46.4. The Service Provider shall be obliged to sell these resources and Assets, and transfer title or the benefit and obligation to utilise the Assets to the Purchaser or alternative provider of the Services, as the case may be, on that basis by specified date(s).

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

- 46.8 Not less than 6 weeks before the date when the vehicle is to be transferred from the Service Provider, the Service Provider shall inform the Purchaser and the alternative service provider whether any radio communications equipment in the vehicle shall remain in the vehicle and if so the Service Provider shall make arrangements with the alternative service provider to ensure that the operating frequency can be altered to any new operating frequency. At the time when a vehicle is transferred from the Service Provider to the Purchaser or an alternative service provider, the Service Provider shall:
- 46.8.1 Read the odometer of the vehicles. The reading shall be compared with any mileage threshold or limit stipulated by the Leasing Company for the period of time in which the vehicle has been in operation. The Service Provider shall be responsible for payment to the Leasing Company of any excess mileage charge up to the date when the vehicle is transferred;
- 46.8.2 Ensure that the Service Provider's name or other insignia which are personal to the Service Provider shall be removed from the vehicle exterior to enable any alternative service provider to install new insignia, and that any items of property or equipment which are personal to the Service Provider are removed; and
- 46.8.3 The Service Provider shall also maintain in force any guarantees applicable to any vehicles or equipment and shall provide details of any extant guarantees on request to the Purchaser and further shall take any necessary steps it reasonably can to assign the remaining rights in any extant guarantees to the Purchaser or to an alternative service provider identified to them by the Purchaser if requested to do so.
- 46.9 The Service Provider irrevocably waives any right of confidentiality and consents to the disclosure of the information provided in terms of the provisions of Clause 46.1 to 46.4. The Service Provider shall ensure that the conditions of any rental, lease or finance agreement for equipment or vehicles for the Services are such that the Service Provider will be entitled to release to the Purchaser, and the Purchaser shall be entitled to release to third parties in terms of this Clause 46, information which may otherwise be confidential.
- 46.10 Any dispute between the Service Provider, the third party owner of the Assets and the Purchaser or alternative service provider relating to the condition of vehicles or other Assets at the expiry or termination of the Contract which is not resolved by negotiation between the Purchaser, the Service Provider or the third party owner of the Assets shall be referred for determination by an expert or suitably qualified person in accordance with Clause 38. The relevant parties shall provide all assistance, documents and information that the expert may require. The costs of this process shall be borne equally by the parties unless otherwise directed by the arbiter.

47. GOVERNING LAW

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

48. PERFORMANCE SECURITY

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

49. COMPLIANCE WITH THE LAW

49.1 The Service Provider shall, in supplying the Services and all other obligations incumbent upon it in terms of this Contract, comply in all respects with, and shall ensure its Staff comply with, all relevant Legislation (including statutory instruments, orders, rules and regulations) and all relevant byelaws, regulations, rules or orders made by any appropriate local or regulatory authority or body as may from time to time be applicable.

- 49.2 The Service Provider shall obtain and comply with, and shall ensure that the Service Provider's Staff, agents, and representatives comply with, the terms of all consents, licences, and permissions from any appropriate local or regulatory authority (including, but not restricted to, any Government agency, branch or department) which are necessary for the provision of the Services or the performance of any other obligation under the Contract.

End of Part 1 of Schedule A

PART 2 OF SCHEDULE A TERMS & CONDITIONS OF CONTRACT - PARENT COMPANY GUARANTEE
CONTRACT NUMBER 00846, COURT CUSTODY AND PRISONER ESCORT SERVICES

1. We, **G4S Regional Management (UK&I) Limited** (Company number 3189802) and having our Registered Office at Sutton Park House, 15 Carshalton Road, Sutton, Surrey SM1 4LD (the "**Guarantor**") refer to the Contract concluded between the **Scottish Ministers** and **G4S Care and Justice Services (UK) Limited**, a company incorporated under the Companies Acts (Company number 0390328) and having its Registered Office at Sutton Park House, 15 Carshalton Road, Sutton, Surrey SM1 4LD (the "**Service Provider**") of which we are the holding company, for the provision of Court Custody and Prisoner Escort Services, Contract no.00846 dated 28th March 2011 ("**the Contract**") and in security of the Company's obligations thereunder guarantee the same in the following manner:-
 - 1.1 We guarantee that the Service Provider shall perform all its obligations contained in the Contract.
 - 1.2 If the Service Provider shall in any respect fail to perform its obligations under the Contract or shall commit any breach thereof, we undertake, on demand by the Scottish Ministers, to perform or to take whatever steps may be necessary to achieve performance of said obligations under the Contract and shall indemnify and keep indemnified the Scottish Ministers against any loss, damages, claims, costs and expenses which may be incurred by him by reason of any such failure or breach on the part of the Service Provider.
 - 1.3 Our guarantee and undertakings hereunder shall be unconditional and irrevocable, and without prejudice to the foregoing generality we shall not be released or discharged from our liability hereunder by:
 - 1.3.1 any waiver or forbearance by the Scottish Ministers of or in respect of any of the Service Provider's obligations under the Contract whether as to payment, time, performance or otherwise howsoever, or by any failure by the Scottish Ministers to enforce the Contract or this instrument, or
 - 1.3.2 any alteration to, addition to or deletion from the Contract or the scope of the work to be performed under the Contract, or
 - 1.3.3 any change in the relationship between ourselves and the Service Provider; or
 - 1.3.4 the bankruptcy, insolvency, liquidation, amalgamation, reconstruction, reorganisation, administrative or other receivership or dissolution of the Service Provider, and any equivalent or analogous proceeding by whatever name known and in whatever jurisdiction, and
 - 1.3.5 our guarantee and undertakings shall continue in force until all the Service Provider's obligations under the Contract and all our obligations hereunder have been duly performed.
 - 1.4 The Guarantor shall be immediately released and discharged from this Parent Company Guarantee Agreement when the Purchaser confirms that Contract has been concluded, or not less than twelve months after the Expiry Date (including any revisions thereof agreed by the parties in an Extension Notice).
 - 1.5 Nothing in this Parent Company Guarantee shall cause the liability of the Guarantor to be greater than that of the Service Provider under the Contract.
2. This Parent Company Guarantee shall be construed and take effect in accordance with Scots Law.
3. Our obligations under this Parent Company Guarantee may be enforced by the Scottish Ministers at their discretion without first having taken any steps or proceedings against the Service Provider or any other person.
4. We shall, on demand by the Scottish Ministers, execute such documents or take such action as the Scottish Ministers may require, for protecting our obligations under this Parent Company Guarantee.

5. If at any time the provision of this Parent Company Guarantee is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, the legality, validity or enforceability of any other provision of this Parent Company Guarantee shall not be affected or impaired.
6. No single or partial exercise by the Scottish Ministers of any right, power or remedy provided by law or under this Parent Company Guarantee shall preclude any other or further exercise thereof or the exercise of any other right, power or remedy.
7. The rights, powers and remedies provided in this Parent Company Guarantee are cumulative with, and not exclusive of, any rights, powers and remedies provided by law.
8. All notices, demands and other communications required or permitted to be given in terms of this Parent Company Guarantee, or any proceedings relating to it, shall be in writing and will be sufficiently served:
 - 8.1 if delivered by hand; or if sent by facsimile; or if sent by prepaid recorded or special delivery post; or if sent by electronic mail (*to a named recipient*) at the address specified below or to such other address as is from time to time notified to the other party in accordance with the provisions of Clause 37 of Schedule A:

In the case of Scottish Ministers:

The Scottish Prison Service
Calton House
5 Redheughs Rigg
Edinburgh
EH12 9HW

and copied to:

In the case of the Guarantor:

The Company Secretary
G4S Regional Management (UK&I) Limited
Sutton Park House
15 Carshalton Road
Sutton
Surrey
SM1 4LD

9. Any such notice, demand or communication shall be deemed to have been served,
 - 9.1 if delivered by hand, on the date of delivery;
 - 9.2 if sent by facsimile, on the date the sender receives a valid facsimile transmission receipt or when the recipient confirms receipt of the facsimile, whichever is the earlier;
 - 9.3 if sent by pre-paid recorded or special delivery post, on the date of delivery; or
 - 9.4 if sent by electronic mail to a named recipient, on the date when receipt of the communication has been acknowledged by the recipient (by electronic mail or otherwise) or such receipt has otherwise been confirmed,
 - 9.5 provided that, if in accordance with the above provisions, any such notice, demand or communication is delivered or received outside working hours on any business day, such notice, demand or communications shall be deemed to have been served at the start of the working hour on the next business day thereafter.
10. Each person giving a notice or making a demand or communication hereunder by facsimile or electronic mail shall promptly confirm such notice, demand or communication by post to the person to whom such notice, demand or communication was addressed but the absence of any such confirmation shall not affect the validity of any such notice, demand or communication or time upon which it is deemed to have been served.

**PART 2 OF SCHEDULE A TERMS & CONDITIONS OF CONTRACT - PARENT COMPANY GUARANTEE
CONTRACT NUMBER 00846, COURT CUSTODY AND PRISONER ESCORT SERVICES**

Signed for and on behalf of: **G4S REGIONAL MANAGEMENT (UK&I) LIMITED**

	Director	Director / Company Secretary
Signatures:		
Name:		
Date:		

Service Provider:	G4S REGIONAL MANAGEMENT (UK&I) LIMITED	
Address	SUTTON PARK HOUSE 15 CARSHALTON ROAD SUTTON SURREY	
Postcode	SM1 4LD	

End of Part 2 of Schedule A

THE SCOTTISH PRISON SERVICE

COURT CUSTODY AND PRISONER ESCORT SERVICES IN SCOTLAND

SCHEDULE B

SPECIFICATION

CONTRACT NUMBER 00846

**This is Schedule B referred to in the foregoing Contract number 00846 between
the Scottish Ministers and
G4S Care and Justice Services (UK) Limited**

SCHEDULE B - SPECIFICATION

This Service Specification comprises eight sections (A to H) which detail the requirements for the provision of Court Custody and Prisoner Escorting Services (CCPES) which support the activities of the Criminal Justice Partners. Each section addresses the main functions to be carried out by the Service Provider and consists of a set of sub-sections which detail the minimum requirements for effective Service delivery.

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Section A – Overview of the Services

A1 Introduction

A1.1 The **Scottish Prison Service** (hereinafter referred to as the ‘Purchaser’ or ‘SPS’) is an Executive Agency that is part of The Scottish Government.

The Purchaser, as a public service Agency is legally required to deliver custodial services for all Prisoners sent to it by the courts. In Scotland, the Purchaser currently operates the publicly managed prisons and oversees the contractual arrangements for the two prisons managed by the private sector (HMP Kilmarnock and HMP Addiewell) as well as managing the arrangements for these Court Custody and Prisoner Escort Service (CCPES).

A1.2 The **Scottish Court Service (SCS)** administers, and has responsibility for the management of the estate and the procurement of facilities management services, for the Court of Session, High Court of Justiciary, Sheriff Courts, Justice of the Peace (JP) and Stipendiary Magistrate Courts throughout Scotland. (JP Courts now replace District Courts which were administered by their respective local authorities.) The court estate currently comprises Criminal Appeal Courts, High Courts of Justiciary, Sheriff Courts and Justice of the Peace Courts.

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

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

A1.4 For the purposes of this Contract, the Purchaser is the contracting party on behalf of the Scottish Ministers. The Purchaser is also the ‘lead’ authority in terms managing the Contract for the other partner bodies (including the Scottish Court Service and Scottish Police forces. The Purchaser will provide a nominated representative (the Escort Monitor) and other contract management staff who form the primary points of liaison between the partner organisations and the Service Provider in terms of monitoring compliance and performance under the Contract.

A1.5 In discharging all elements of these Services, the overriding priorities for the Service Provider are the prevention of escape, protection of the public, and the security, safety and welfare of the prisoners in custody. Equally important are the requirements to avoid and minimise prisoner release in error and adherence to the principles, obligations and timescales specified in this Contract.

A2 Statutory Provisions

Enabling Legislation

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

The Service Provider is also bound by the provisions of the enabling Legislation for contracting-out the management of Prisoner escorting within Scotland that are contained in Chapter 33 of the Criminal Justice and Public Order (CJ&PO) Act, 1994.

- A2.2 In addition, the Service Provider shall ensure compliance with the legal framework within which Court Custody and Prisoner Escort Services operate. This derives from a number of legislative provisions including, but not limited to: the Police (Scotland) Act, 1967; the Sheriff Courts (Scotland) Act, 1971; and the Prisons (Scotland) Act 1989. Section 39 of the Prisons (Scotland) Act also allows Scottish Ministers to establish rules for the management of Prisoners; and other such Legislation which may from time to time be enacted.
- A2.3 The Service Provider shall ensure compliance with the Prisons and Young Offenders Institutions (Scotland) Rules, 2006, as amended (hereinafter referred to as the 'Prison Rules' – and presently under full review). Associated Directions may also apply, and where this is the case, the Service Provider shall ensure that the Services comply with the provisions of, or any changes, to the Prison Rules or associated directions which are issued by the Purchaser. Any consequent revision to the Services will be undertaken within the timescales stipulated by the Purchaser.
- A2.4 The Service Provider shall ensure that the Services, operating procedures and policies, and Operational Instructions maintain a position of legal compliance with the various statutory and regulatory provisions governing the custody, care, security and welfare of Prisoner and persons in custody. Ensuring compliance also includes, but is not limited to, ensuring Prisoners rights regarding the management of Prisoner correspondence, and the controls relating to the effective management and confidentiality of police, prison, healthcare, legal, and court paperwork and records to which the Service Provider and Staff may have access.

Contract Management and Monitoring Arrangements

- A2.5 The enabling Legislation provides that Prisoner escort arrangements will be under the review of an Escort Monitor who will be a Crown Servant. The Escort Monitor duties include:
- ⌚ Keeping the Service arrangements under review, and to report on them to Scottish Ministers;
 - ⌚ Investigating, and reporting to Scottish Ministers on any allegations made against Prisoner Custody Officers (PCOs) acting in pursuance of the arrangements; and
 - ⌚ Reporting to Scottish Ministers on any alleged breaches of discipline on the part of Prisoners whilst in the custody and care of such officers.
- A2.5.1 The Purchaser's representative, the Escort Monitor will monitor the performance of the Services Provider's operations against all Schedules of the Contract. In addition, the Escort Monitor and other Purchaser representatives will also regularly liaise with the Criminal Justice Partners and the Service Provider as part of ongoing review and performance monitoring arrangements under the Contract.
- The Service Provider shall support the contract management and monitoring arrangement through providing the Escort Monitor with full access to all aspects of the Service and Staff, undertaking scheduled and ad-hoc meetings with Escort Monitor and the Purchaser's Contract Manager (and, where relevant, representatives of the Criminal Justice Partners) to review and discuss performance, co-operate with any (formal or informal) review or audit of the Services/performance monitoring activity conducted by the Escort Monitor (or his nominated representatives), and provide relevant management information and data to support effective Contract management and monitoring.
- A2.5.2 The Service Provider shall ensure that it establishes and maintains appropriate communication flows and methods of communication with the Escort Monitor and Purchaser commensurate with effective day to day liaison, regular reporting requirements, out of hours contact and incident reporting.

Regulation and Scrutiny

- A2.6 Court Custody and Prisoner Escort Services (CCPES) in Scotland are subject to regulation and scrutiny by a number of statutory and non-statutory bodies and also subject to various regulatory and legislative provisions.

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

- A2.7 The Criminal Justice and Public Order Act 1994 (CJ&PO Act), provides a statutory basis for the Chief Inspector of Prisons for Scotland (HMCIP) to undertake inspections in relation to Prisoner escort activities. The role of the HMCIP includes inspecting the conditions in which Prisoners are transported, or held in relation to the Court Custody and Prisoner Escort arrangements. HMCIP report their findings directly to Scottish Ministers. Inspectorate Reports are normally published by HMCIP.

The Chief Inspector also submits an annual report to Scottish Ministers commenting on general trends (including matters related to Court Custody/Prisoner Escorts). This report is provided to the Scottish Parliament and is also published.

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

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

The Service Provider shall comply with the requirements and timescales of the Scottish Public Services Ombudsman as notified to it by the Purchaser. The Service Provider shall ensure that its policies and procedures reflect the requirement to support and enable Prisoner complaints about the Services, and support the external investigation and review of any such complaints by the Scottish Public Services Ombudsman.

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

Government Policy

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

- A2.10.1 The Service Provider will comply with, as appropriate, the Purchaser's operating requirements, which clarify and codify, standards distilled from the Prison Rules, various Management Manuals and Instructions to Governors. The Purchaser will be responsible for deciding the extent to which policy and procedural developments apply to CCPES arrangements.

Purchaser and Service Reviews

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

A3 General Principles

- A3.1 The Service Provider shall ensure that Court Custody and Prisoner Escort Services are delivered to/from any relevant location or locations (including but not limited to those Premises detailed in Schedule E) within Scotland, including the Scottish Islands. For the avoidance of doubt the Service Provider may from time to time be required to escort Prisoners to or from other locations as the need arises and as authorised by the Purchaser. The Service Provider shall also undertake other Prisoner Movements, as authorised by the Purchaser, to/from other locations in England & Wales (E&W) and Northern Ireland.
- A3.1.1 The Service Provider acknowledges and accepts that the Purchaser's estate, Scottish Court Service Premises (through court re-unification or similar re-alignments for judicial purposes), the location of Police Custody Units, hospitals and other such Premises where the Service Provider is required to undertake the CCPES activities will vary during the term of the Contract.
- A3.1.2 The Service Provider also acknowledges and accepts that the Scottish Court Service undertakes periodic review and updates to court activity programmes as part of its business planning (SCS have stated its intention to undertake a court programming review as part of its estate development programme). The Service Provider will ensure the necessary degree of operational flexibility to adapt the Services to reflect any such revisions notified to the Service Provider.
- A3.1.3 The Service Provider accepts the requirements for operational flexibility for Core and Non-Core Services including the requirement to respond to, and undertake Prisoner Movements to and from any new or alternative Premises addresses which arise through revisions to court dates or programme(s) of court activities which are notified to it during the term of the Contract. Such changes, revisions, additions or removal of any of the Premises outlined in Schedule E, or revisions to court dates or programme(s) of court activities, or the standard operational times (Part 2 of Schedule B) within prisons that receive committals or returns from court will be considered in the context of normal operational activity.
- A3.2 The Purchaser and the other Criminal Justice Partners are fully committed to equality, diversity, inclusion and human rights including promoting such obligations through actions, systems, training, and processes to ensure that these are mainstreamed as a core part of our work and embedded at all levels within these public services.
- The Service Provider shall ensure that the Services provided (including, but not limited to, Staff / Court Staff training and behaviours, vehicle and cell allocations, and the management of Prisoners) support the overarching obligations to ensure compliance with all relevant equality Legislation (including the Equality Act 2010) and provide a Service which supports the general duty to deal sensitively with all Prisoners, having due regard to age, gender, disability, religion or belief, race, sexual orientation and vulnerability.
- A3.3 The Purchaser is committed to contributing to the Scottish Government 'Greenhouse Gas Emissions' strategy and targets. The SPS Carbon Management Strategy reflects a target for a 20% reduction (against the SPS's 2008-09 baseline) in carbon dioxide emissions over a 5 year period from 2010 to 2015.

- A3.3.1 The Service Provider will support the Purchaser to contribute effectively to this target and will provide the Purchaser with relevant information and reporting relating to vehicle or greenhouse gas emissions, efficiency improvement, and monitoring within the Services, as may be requested.
- A3.2.2 The Service Provider's contribution will, as a minimum, reflect a proportionate contribution to the Purchaser's overall greenhouse gas emission targets over the term of the Contract which is consistent with the overall SPS target. The Service Provider's activity under the Contract will initially be measured against the current 2008-09 baseline for greenhouse gas emissions arising from the Services. The Service Provider acknowledges that a revised baseline and target may be developed and set by the Purchaser for the period from 2014-2015.
- A3.4 The Service Provider will operate within the contract management framework of the Purchaser, co-operate closely with other Criminal Justice Partners and contribute to the effectiveness and ongoing development of the Scottish Criminal Justice system. The Service Provider shall demonstrate full commitment to supporting and promoting continuous improvement through ongoing dialogue and consultation with the Purchaser and Criminal Justice Partners to enhance and improve the efficiency of processes and systems that support delivery of the Services, throughout the life of this Contract.

A4 Range of Possible Classes of People in Custody

- A4.1 The Service Provider shall manage all classes of male, female and transgender Prisoners and shall ensure that their treatment is within the legislative requirements (as relevant or pertaining at that time). The classes of Prisoner may include, but not be restricted to:
- Police Custodies;
 - Accused persons appearing from interim liberation or bail who are remanded or sentenced;
 - Accused persons cited to appear, who are remanded or sentenced;
 - Remand Prisoners;
 - Adult convicted Prisoners;
 - Untried Prisoners;
 - Children (under 16 years of age);
 - Young People (aged 16 and 17 years);
 - Young Adults (aged between 18 and 21 years);
 - Immigration detainees;
 - Prisoners subject to deportation;
 - Prisoners remanded or committed to hospital; and
 - Armed forces personnel.
- A4.2 Untried Prisoners are presumed to be innocent. Consequently, subject to the duty to hold them, ensure their availability for court and the necessity to maintain good order in the courts, they will be treated appropriately to their legal status.
- A4.3 Services for the custody and transportation of children and young people to/from secure units are separately contracted by the Scottish Government. For the avoidance of doubt the Service Provider shall not be responsible for these Services, however there will remain occasions where it will be necessary for the Service Provider to transport children and young people to court Premises when appearing from Police Custody Units or prisons and for return to prison where they have been remanded or sentenced to these locations. The Service Provider shall, where required, ensure that children & young people are managed in a manner appropriate to their status.

A5 Treating Prisoners Fairly, with Humanity and Dignity

- A5.1 The manner in which individuals are received, managed and treated whilst in custody can influence their subsequent attitude and behaviour whilst in prison. The Service Provider shall ensure that the necessary routine and formalities are completed efficiently, whilst ensuring that each individual Prisoner's initial reactions, needs and anxieties receive due care and attention (as appropriate) whether or not they have had previous experience of custody. Any reaction, needs or anxieties should be recorded on the Prisoner Escort Record (PER) alongside other relevant information / observations (see Section E15).
- A5.2 The Services, both in custody and in transit, will be sensitive to the general needs of all Prisoners and the specific needs of each group/category/classification of Prisoner and to the needs and risks presented by individual Prisoners. The Service Provider shall ensure that all Prisoners are cared for and treated with respect and afforded dignity at all times and with due consideration to issues of age, gender, disability, religion or belief, race and sexual orientation; and that systems and processes are designed to meet this requirement.
- A5.3 The Service Provider will, for example, ensure a female member of Staff / Court Staff is in attendance during the period that the Prisoner is in the custody of the Service Provider where circumstances indicate this to be appropriate.
- A5.4 The Service Provider shall ensure that its Staff are appropriately trained and informed to enable them to effectively and consistently identify and to undertake appropriate practices in respect of managing needs arising from the range of Prisoner groups and individuals. Any special requirements notified to, or identified by Service Provider Staff, will be communicated effectively to the relevant Criminal Justice authority and recorded on the PER.

Section B – Core Prisoner Escorts

The Service Provider shall be responsible for the escort and Prisoner Movement (on occasion may be outwith Scotland but within the United Kingdom including Northern Ireland and the Scottish islands) and including those requiring extreme security escorts, who require secure transfer between specified locations and management within specified Premises for any of the following reasons:

B1 Co-ordinating Prisoners for Appearance at Court

B1.1 The Service Provider's core tasks in relation to Prisoner escorting and management of Prisoners in court custody suites will be, as a minimum, to:

- ⌚ Escort persons from Police Custody Units to courts;
- ⌚ Escort Prisoners from one court to another;
- ⌚ Escort Prisoners from courts to places of custody;
- ⌚ Escort of Prisoner from prison to court;
- ⌚ Escort, to court and return, persons detained in hospital under the Mental Health (Care and Treatment) (Scotland) Act 2003) – formerly the Mental Health (Scotland) Act 1984
- ⌚ Manage Police transfer escorts; and
- ⌚ Manage Hospital Orders in accordance with the Criminal Procedure (Scotland) Act 1995

B1.2 The principal responsibility for the preparation of court call forward lists in respect of remand and convicted Prisoners lies with the local Procurator Fiscals and High Court personnel. The relevant prisons maintain liaison with the local PF offices to ensure that Prisoners held in prison or hospital custody and required at court are identified, notified to the Service Provider in terms of scheduling the necessary escorts, and that the relevant Prisoners are available for escort.

The Service Provider shall establish and maintain effective liaison, communication processes and dialogue with Police forces, hospitals and prisons in accordance with agreed protocols to enable the Service Provider to determine and prepare lists of relevant persons to be conveyed, managed and escorted to and from places of custody to courts, hospitals or PCUs or prisons each day (as appropriate) in accordance with the various types of escort outlined in this Section B and the subsequent Section C. The Service Provider will, where necessary, in high volume prison, court or police custody unit Premises, designate specific Staff as load marshals to facilitate the timeous and efficient despatch of Prisoners to their designated destinations.

B1.3 The Service Provider shall have regard to, and respond appropriately to, communications from the Scottish Court Service which notify changes to court hours of operation, proposed court holidays or closures, changes of location or any other revisions to court operations.

B1.4 Late notification(s) of additional custodies or escorts from prison which identify the need for specific Prisoner(s) to attend court (i.e. early on the day the Prisoner is required) will be accepted. The Service Provider will ensure that late notifications are appropriately scheduled and managed to ensure the collection and on-time Arrival of such Prisoners to court.

B1.5 The Prisoner Escort Record (PER) or such other means as the Service Provider may agree with the Purchaser, shall be used to record transfers of Prisoner responsibility between agencies, (ensuring the Prisoner is advised when such a transfer has taken place) record Prisoner Movements, and activities (e.g. departure from PCU, Arrival at court custody unit, appearance in court, return to cells, departure from court for prisons, any care requirements, or any such similar requirements).

B2 From Police Custody Units

B2.1 Persons arrested and held in custody at Police Custody Units (PCUs) or, in the case of some remote court locations, from Legalised Police Cells are required to appear at court(s) on the next lawful day (normally the first court sitting day following arrest).
The Service Provider will be responsible for timeously escorting Prisoners from PCUs or, from Legalised Police Cells to the relevant court location to enable due process for the required time of their appearance. The Service Provider will, where required or directed by the court, escort Prisoners to Legalised Police Cells.

B2.2 Notwithstanding the provisions of paragraph B1.4 (late notifications) the cut-off time for incorporating details of Prisoners who require transportation from PCUs to court or other locations shall normally be 04:00 hours (or such earlier time as the Service Provider may propose and the Purchaser accept).

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

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

B3.1 The Service Provider will escort Prisoners from any prison (including Young Offenders Institutions) and hospitals to any court within Scotland, including the Criminal Appeal Court.

B3.2 The Service Provider shall confirm with each prison no later than 17:00 of the previous day, the call-forward list of Prisoners required at court the next legal day. Purchaser staff will plan and schedule the availability of Prisoners against the call forward list for Prisoner Movements to court. The Service Provider will ensure that final court listings are subsequently confirmed with the relevant prison when all admissions from court that day have been processed and in any case no later than 23:00 hours.

B3.3 The Service Provider's communications process will include the Service Provider liaising with the relevant Procurators Fiscal offices to obtain the release notes for those Prisoners who are to be uplifted and escorted from prison the following day to court for the furtherance of legal proceedings.

B3.4 The Service Provider will, where escorts are required to/from, liaise with the relevant hospital authority regarding issues such as:

- ⌚ Outcome of hospital risk assessment (i.e. whether hospital staff need to be in attendance);
- ⌚ Type of vehicle to be deployed;
- ⌚ Handcuffing arrangements;
- ⌚ Medication issues; and
- ⌚ Other specific patient needs.

B3.4.1 The Service Provider shall confirm with relevant hospitals, at latest by 17:00 hours the preceding day, the identity of Prisoners required for escort to court and other locations.

B3.5 The Service Provider having planned its routing and scheduling programme will advise the relevant prisons or hospitals of the day's Prisoner escort groupings, vehicle scheduling, other relevant arrangements and collection / anticipated Arrival times for all Prisoners being escorted no later than 06:00 hours.

B4 Ensuring Prisoners Arrive at Court

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

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

The arrangements for Arrival of Prisoners at court may only be varied in accordance with the following principles:

- (i) Where a formal written agreement has been established between the Service Provider and the relevant Criminal Justice Partners, approved by the Purchaser, which otherwise defines specific Arrival times to any named court Premises for any Prisoner or group of Prisoners. In such circumstances the Service Provider will ensure that all Prisoners Arrive on time as defined under such agreement.
- (ii) Where the Service Provider having conducted appropriate risk assessment in respect of court cell capacities taking account of the need to maintain appropriate separation of custodies and cognisant of the numbers and Arrival scheduling of Prisoners to be delivered on any given day, deems it to be potentially unsafe in respect of ensuring the necessary levels of security, safety, care or welfare. In such circumstances, the Service Provider will communicate effectively and timeously with all appropriate Criminal Justice Partners including the Escort Monitor, informing them of the risk assessment and liaise with them to agree contingent arrangements for scheduling or Arrival of Prisoners which mitigate risk and minimise any potential disruption to courts and the partners operational business.

B4.2 Where a court sits at times outwith normal hours or days of business, the Service Provider shall ensure the Arrival, management, and departure of Prisoner(s) is conducted in accordance with the general and specific obligations detailed in this Contract.

B5 Escort of Prisoners from one Court to another

B5.1 The legislative position states that a person (or Prisoner) requires to be brought before the court not later than in the course of the first lawful day after being taken into custody.

B5.1.1 The Service Provider shall therefore schedule and manage the appearance of any person (or Prisoners) who are required to appear in more than one court in one town on the same day (e.g. those persons or Prisoner(s) arrested on a number of warrants who have to appear in more than one court such as a Sheriff and a Justice of the Peace Court within the same, or a different, jurisdictional area).

B5.1.2 The Service Provider shall liaise with the COPFS, Police and SCS to ensure (as far as reasonably practicable) the same day appearance of persons (or Prisoners) arrested on a number of warrants in the relevant courts.

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

B5.2 Where agreed with the COPFS, Police and SCS, or that it is not practicable to ensure the attendance of a Prisoner before the relevant court in another jurisdiction, on the same day; the Service Provider will escort the Prisoner to a Police Custody Unit for lodging overnight. The Prisoner will preferably be lodged at the Police Custody Unit serving the court in the other jurisdiction. The Service Provider shall ensure that any requirement for overnight lodging of a Prisoner is agreed in advance with the receiving Police force. The Service Provider shall ensure any such transfer is recorded in accordance with Section E13.

B6 Escort of Prisoners from Court to Places of Custody

- B6.1 The Service Provider shall ensure that all Prisoners leave each court at the earliest opportunity and shall seek to minimise the amount of time spent by Prisoners in court custody after they are no longer required by the court and/or the relevant paperwork has been concluded. The extract warrant 'order of the court' will direct where a Prisoner will first be taken.
- B6.2 The Service Provider will escort all Prisoners to places of custody in accordance with the direction given by the court. The Purchaser may, by immediate notice or notification to the Service Provider, redirect or relocate any Prisoner from court to an alternative prison, or where appropriate young offenders institution where there are management or operational reasons to do so. Any such notification is provided under the terms of SPS Divert Protocol.
- B6.3 The Service Provider shall review the number of Prisoners due to be returned to places of custody, as a minimum, on an hourly basis and take steps to ensure they are transported as directed by the court or any divert instruction notified to the Service Provider with due diligence.
- B6.3.1 The Service Provider will ensure that court custody suites and Premises are clear of all Prisoners within 30 minutes of the receipt by the Service Provider of the final court documentation and/or directions from the court for that day, regardless of time. The Service Provider shall also ensure that each Prisoner departs the court Premises to a place of custody within 2 hours of receipt by the Service Provider of the court documentation and/or directions from the court; and
- Notwithstanding the above provisions, the Purchaser may, where effective routing and scheduling supports joint movement of several Prisoners from outlying courts, apply discretion regarding Prisoner departure times to a place of custody relative to the receipt of the court documentation and/or directions from the court.
- B6.3.2 The Service Provider shall advise the receiving prison as soon as possible and before despatch if a Prisoner has particular needs which the prison may need to consider upon reception (for example; any requirement for an interpreter or specific medical requirements).
- B6.3.3 The Service Provider shall notify the prisons (or hospital) that receive committals or returns from court no later than 16:45 hours of the scheduled / expected Arrival times of Prisoners in transit or Prisoners who have yet to be despatched.
- B6.4 The Service Provider shall notify the relevant prison, on a daily basis, of the expected group sizes for the return and/or committal of Prisoners from court that day. The Service Provider shall ensure throughout the day that, prior to the departure of Prisoners from courts, it advises the relevant places of custody of the Prisoner details, numbers and vehicle departure and expected time of Arrival.
- B6.4.1 The Service Provider shall ensure that, as a minimum, young persons are routed directly to return to HMYOI Polmont or HMYOI Cornton Vale (as appropriate). Where practicable, adult female Prisoners will also be routed directly to return to HMYOI Cornton Vale,
- B6.4.2 The Service Provider will, where operationally required due to Prisoner numbers, operate a shuttle returns service to maintain a regular flow of Prisoners to and from Glasgow Sheriff and JP courts and HMP Barlinnie; and between Edinburgh Sheriff and Aberdeen Sheriff courts to the relevant Establishments. Similar shuttle services may be enacted in other high volume courts, such as Hamilton and Dundee Sheriff courts, and where operationally justified.
- B6.5 The Service Provider shall make all efforts to ensure Prisoner Movements (including the scheduling and timing of Prisoner departures from courts to a place of custody specified in B6.3.1) are conducted to ensure Arrival within the standard operational times for the Premises (as specified in Part 2 of Schedule B) that receive committals or returns from court.

Where proceedings involving a Prisoner continue late into the day (i.e. potentially resulting in a Prisoner arriving at the prison or hospital after 17:00 hours), the Service Provider shall liaise with court officials to determine the expected time that proceedings will conclude. The Service Provider shall advise (before

16:45 hours) the Governor or hospital to which the Prisoner may be committed of the expected time of conclusion and return time of the relevant Prisoner(s).

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

B7 Police Transfer Escorts

B7.1 Scottish Inter-Police Force Transfers

Persons arrested under the authority of a warrant issued by a Scottish Court and who are temporarily held in a Police Custody Unit outwith the Police force area in which the warrant was issued shall be escorted back to the jurisdiction of the relevant court.

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

B7.2 Extract warrants (including Recall from Parole/Non Parole/Extended Sentence & HDC Licences, etc.)

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

The Service Provider shall enact and ensure the necessary arrangements to enable the uplift, transportation and escort of such Prisoners to the relevant prison. A minimum period of 12 hours notice will normally apply (24 hours if the escort transfer is outwith that Police Force area).

B7.3 Inter-Police Force Transfers from outwith Scotland

Persons arrested under the authority of a warrant issued by a Scottish court and who are temporarily held in a Police Custody Unit within another area of the United Kingdom require to be escorted to the relevant court which issued the warrant.

The Service Provider shall enact and ensure the necessary arrangements to enable the uplift, transportation and escort of such Prisoners within the time period indicated by the Purchaser or court.

B7.4 The Service Provider shall be responsible for ensuring that effective communications are established and maintained to enable it to determine the Prisoner escort requirements from PCUs.

B7.5 The Service Provider shall, on being advised of the requirement to transport a Prisoner to a place of custody advise the relevant PCU no later than 06:00 hours, of the vehicle scheduling arrangements and collection / Arrival times to ensure Arrival at the relevant place of custody, having due regard for admission procedures and times.

B7.6 Exclusions: For the avoidance of doubt, persons arrested in Scotland under the authority of a warrant issued in another part of the United Kingdom are excluded from these inter-force escort arrangements. The Police will make the necessary arrangements and the Service Provider will **not** be involved in the transfer of such Prisoners.

B8 Hospital Orders

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

A minimum of 48 hours notice of escort requirement will apply. Where, by exception, it is not possible to provide such period of prior notice, the Service Provider shall ensure that the escort is undertaken in accordance with the Purchaser's requested timescales.

- B8.2 The Service Provider will collect from hospital or prison all Prisoners transferred on the grounds of mental health, escort to hospital or other approved site and hand-over to the relevant authority. Where required, the Service Provider will accommodate specialist support staff (e.g. mental health nurse), during transportation and, following completion of the escort, shall return such specialist support staff to their respective authority / Premises.
- B8.3 On occasion, a Prisoner/patient's treatment at a hospital may be completed prior to the end of their sentence. The Service Provider will, where requested, undertake the escort and return to prison of any such Prisoners to enable them to complete their sentence. The Governor (or their nominated representative) or a hospital may make such requests direct to the Service Provider. A minimum period of 48 hours will normally be received for this Service requirement.

Section C - Court Custody

C1 Court Estate and Scottish Court Service - General

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

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

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

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

C1.3 The Service Provider will be required to provide Staff / Court Staff at each court taking into account of the following, at minimum:

- Ⓟ The physical security of the court room, the dock and the surroundings;
- Ⓟ The physical structure and layout of court buildings (including any vehicular access restrictions) and security risks present;
- Ⓟ The nature and extent of the escort and other related tasks to be undertaken within and around the Premises by the Service Provider;
- Ⓟ Types of special risk (escapee, self harm etc);
- Ⓟ Intelligence provided by Police, the Purchaser or other agency;
- Ⓟ The nature of the hearing;
- Ⓟ The stage that the proceedings have reached;
- Ⓟ The attendance and mood in the public gallery;
- Ⓟ The level of media or public interest;
- Ⓟ The character and demeanour of the accused;
- Ⓟ Whether the Prisoner is subject to Prison Rule 94 or 114; and
- Ⓟ The management of extreme security Prisoners (formerly known as Category 'A') (where required).

C1.4 Where Public Holiday dates involve more than one days court holiday, custody court(s) may sit on a Saturday or one of the court holiday dates. The Service Provider will provide the Services to all relevant courts on all court dates notified by the SCS.

C2 Courts

C2.1 The Service Provider undertakes to and shall, as a minimum, staff the following courts permanently. Staff utilised to escort Prisoners to court shall, where necessary, be used to augment permanent Court Staff.

Glasgow Area	West Scotland	East Scotland	North Scotland
Glasgow High	Alloa Sheriff	Court Of Appeal	Peterhead Sheriff
Glasgow Sheriff	Falkirk Sheriff	Edinburgh High	Aberdeen Sheriff
Glasgow JP	Stirling Sheriff	Edinburgh Sheriff	Elgin Sheriff
Hamilton Sheriff	Dumbarton Sheriff	Arbroath Sheriff	Inverness Sheriff
Lanark Sheriff	Kilmarnock Sheriff	Dundee Sheriff	Wick Sheriff
Airdrie Sheriff	Ayr Sheriff	Perth Sheriff	Dingwall Sheriff
Greenock Sheriff	Stranraer Sheriff	Dunfermline Sheriff	Dornoch JP
Paisley Sheriff	Dumfries Sheriff	Kirkcaldy Sheriff	Tain JP
Paisley JP	Kirkcudbright Sheriff	Edinburgh JP	
		Livingston Sheriff	
		Haddington Sheriff	
		Borders Circuit (includes Duns, Peebles, Selkirk and Jedburgh)	

- C2.2 The Service Provider shall ensure that other courts are staffed appropriately taking into account, as a minimum, the issues detailed in paragraph C1.4 and which Circuit Courts may be in operation on any given date (e.g. High Court circuit or the Borders circuit (Duns, Peebles, Selkirk and Jedburgh)).
- C2.3 The Service Provider shall permanently staff all High Court docks, whether the accused or Prisoner is appearing from bail or in custody, including trials or appeals.
- C2.4 The Service Provider shall ensure that, where persons are appearing in Sheriff and Jury trials (and other related appearances), the docks are staffed by an appropriate number of Dock Officer(s). Where in a particular case a Sheriff has indicated in advance to the Service Provider that no Dock Officer is required, the Service Provider should ensure that the Clerk of the Court endorses the court records accordingly. The Service Provider shall update and review its risk assessment and ensure that Staff are available (as determined necessary by risk assessment) in the court to mitigate the risk of escape.
- C2.5 The Service Provider shall ensure the dock(s) in Sheriff Courts and Justice of the Peace courts are staffed by Dock Officer's in all cases where a person / Prisoner is appearing from custody (police, prison or hospital).
- C2.6 The Service Provider will provide permanent Dock Officer staffing for all docks at the courts specified below regardless of whether the defendant is appearing from custody or from bail. The courts to which this requirement will apply are:
- Ⓟ Aberdeen Sheriff Court;
 - Ⓟ Ayr Sheriff Court;
 - Ⓟ Dundee Sheriff Court;
 - Ⓟ Edinburgh Sheriff Court;
 - Ⓟ Glasgow Sheriff Court;
 - Ⓟ Hamilton Sheriff Court;
 - Ⓟ Kilmarnock Sheriff Court; and
 - Ⓟ Paisley Sheriff Court.

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

- C2.7 The Service Provider shall take into custody immediately, with no delay to court business, all persons who are remanded or sentenced to custody (or all persons as otherwise directed by the Sheriff or Justice of the Peace) and escort them to the designated place of custody. For the avoidance of doubt this obligation shall include persons appearing in court who were not in the custody of the Service Provider prior to their appearance, but who have to be taken into the Service Provider's custody as a consequence of the outcome of court proceedings.
- C2.8 The Service Provider shall ensure in that, permanently staffed courts, sufficient Staff are available to enable a person so remanded or sentenced (or otherwise directed) in a courtroom in which the dock was unstaffed (other than those courts identified in C2.6) to be taken into the custody suite immediately, with no delay to court business.
- C2.9 The Service Provider shall ensure in unstaffed courts that arrangements are in place to enable a person so remanded or sentenced (or otherwise directed) to be taken into lawful custody in accordance with the courts required timescales. The Service Provider shall agree specific response times for each unstaffed court with SCS prior to the Go Live Date, and maintain appropriate and agreed arrangements throughout the term of the Contract.
- C2.10 The Service Provider should note that all accused persons appearing from bail or citation surrender into the custody of the court by appearing in the court dock when their case is called. Until the court directs otherwise, the bail order remains in force and the accused is free to leave the dock during adjournments.

C3 Court Custody Suite

- C3.1 The Service Provider shall exercise a duty of care and shall be responsible for the operation of the court custody suites (including Arrival and embarkation of Prisoners from and onto vehicles) in accordance with Legislation and good practice.

- C3.1.1 The Service Provider shall ensure that it establishes and operates clear, auditable operational and risk assessment procedures for Staff to support the safe management and supervision of all persons / Prisoners within court custody suites and cells, the management and control of risks within courts, court custody suites (or other locations designated for this purpose), and the security and safety of Prisoners held in custody.

The procedures shall include, but not be limited to, the assessment and management of risk within each court and court custody suite, cell allocation and monitoring Prisoners including those assessed as at risk, security locking processes for security doors, cell doors and cell locking, and the secure management of all keys provided to, or obtained by, the Service Provider to enable access to any of the Premises or cells or where there is a requirement to move a Prisoner under escort within such Premises.

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

- C3.1.2 The Service Provider shall ensure that Prisoners have access to sanitation and a wash-hand basin (including soap, handtowels and/or drying aids) to enable Prisoners to maintain a good standard of personal hygiene. Where such facilities are not available 'in cell' the Service Provider will ensure appropriate and regular Prisoner access to such facilities (having due regard to the individual needs of the Prisoner).

- C3.1.3 Whilst managing Prisoners within court custody accommodation, the Service Provider will, at minimum:

- ⌚ Be responsible for the safe keeping of official records and other documentation;
- ⌚ Ensure that relevant and up-to-date court listings are available to its Staff;
- ⌚ Be responsible for the management of medication and care of Prisoners (where necessary, this would include management of any emergency hospital admittance of a Prisoner from courts and the subsequent supervision of the Prisoner);
- ⌚ Account for all items received and handed over (see C3.5);

- ⌚ Be responsible for ensuring safe systems of work and the health & safety of Prisoners, Staff and individuals within court custody accommodation; and
 - ⌚ Be responsible for the security and well being of each Prisoner.
- C3.2 The Service Provider shall ensure that court custody suite admission arrangements and times allow for the reception of Prisoners, whether uplifted from the Police, the Purchaser and/or hospital or delivered by another agency. Court custody suites shall be staffed to manage the Prisoners and ensure the Prisoners needs for Legal, Social Work, Mental Health and healthcare support and/or support from other authorised persons prior to, during and after appearance in court.
- C3.3 The Service Provider shall ensure that, where a child (under 16 years of age) has been given into the custody of the Service Provider for accommodation in a court custody suite, there is effective and timely liaison with Social Work Services to enable the collation of all appropriate and relevant background information to inform decisions about the management of the child whilst in its care.
- C3.4 The Service Provider shall check and assure the security, health & safety including fire safety, of the custody suite, the provision by SCS of relevant toiletry articles and cleaning, and that the environmental management systems (heating, lighting and ventilation) are operational prior to the admission of custodies into the court custody suite and areas of the Premises where the Service Provider operates, and subsequently on being vacated. The Service Provider will ensure such checks are formally recorded within its daily occurrences log. Any maintenance or operational issues identified within the daily use of the court custody facilities shall be reported directly to the SCS.
- C3.5 The Service Provider shall ensure that Prisoners' property, cash and valuables are correctly recorded and accounted for at points of transfer and appropriately safeguarded whilst in the care of the Service Provider.
- C3.6 The Service Provider shall ensure that it establishes and maintains appropriate operational procedures to ensure the confidentiality and safe keeping of official records and other documentation generated or handled by the Service Provider's Staff / Court Staff in the performance of the Contract.
- The Service Provider shall ensure that Prisoner correspondence, including correspondence to or from the Prisoner's legal advisors, is managed in accordance with the Prison Rules and relevant Purchaser operational instructions as notified to the Service Provider.
- C3.7 The Service Provider shall make every effort to reduce the risk and incidence of vandalism within the court or court custody suite by Prisoners, and shall report such incidents immediately to the appropriate authorities.
- C3.8 Where the Criminal Justice Partners establish and maintain Memorandums of Understanding (MoU) to facilitate periodic or temporary use of Police cells as an extension of specific court custody suites, the Service Provider acknowledges and accepts that:
- ⌚ Use of such facilities is subject to the terms of the MoU;
 - ⌚ Any variant or additional Staff / Court Staff requirements arising from the separate locations will be managed by Service Provider to ensure the security and welfare of Prisoners; and
 - ⌚ The resulting movement of Prisoners between Police cells and the court will not be recorded or chargeable as an additional Prisoner Movement.
- C3.8.1 The Service Provider will, where appropriate and agreed by the Purchaser fully support the development of MoU arrangements and the maintenance of existing MoU's to support and facilitate effective Service delivery.

C4 Responsibilities within Court Facilities

- C4.1 For the avoidance of doubt the facilities management and the physical security aspects of the Criminal Appeal Courts, High Court of Justiciary, Sheriff and Justice of the Peace Courts throughout Scotland is the responsibility of the Scottish Court Service (SCS). This includes the daily cleaning of court facilities, and the physical maintenance or repair of a court.
- C4.1.1 The Service Provider shall record any incidents, damage, or vandalism including graffiti in a daily occurrence log and take immediate action to report any areas or issues of concern relating to the court facilities utilised by the Service Provider to the relevant controller of the Premises and the Purchaser. The Service Provider's responsibility to report includes notifying and ensuring actions are taken with respect to:
- ⌚ Initiating "call-out" or response procedures (where appropriate) through the SCS;
 - ⌚ Locking failures and disclosure of any actual or suspected key compromise;
 - ⌚ The provision of cleaning consumables (soap, handtowels) and/or availability of drying aids for Prisoners use within court Premises;
 - ⌚ Any requirement for the management and cleaning of spills and body fluids within a court;
 - ⌚ Vandalism or damage (as per paragraph 3.7);
 - ⌚ Any requirement for the management of cell infestation and infection control;
 - ⌚ Any issues with the provision of access to suitably equipped toilet facilities;
 - ⌚ Any issues relating to health & safety, fire safety or environmental health;
 - ⌚ Any failure of facilities or equipment provided by SCS; and
 - ⌚ Managing the response and outcome with the relevant personnel from the SCS.
- C4.1.2 The Service Provider shall ensure appropriate daily occurrence log records and cleaning issues are maintained and made available to support any reported complaint(s) or defects, or for review of maintenance, cleaning or hygiene standards.
- C4.2 Notwithstanding the above, the Service Provider and Staff shall ensure the general cleanliness and that good hygiene standards and infection control procedures are maintained at all times within the court custody facilities in which it operates.

C5 Admission Process

- C5.1 The Service Provider's admission process shall ensure that each person or Prisoner is positively identified at the time of Arrival, from any authority, that the individual or Prisoner is the person named on the PER, and confirm that the person is due to appear before the court specified that day.
- C5.2 On Arrival at court, the Service Provider shall ensure that every Prisoner is assisted in their understanding of their rights, and that information is given, in a language (and format) he/she understands. Staff shall provide initial advice and answer any immediate queries.

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

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

- C5.3 The Service Provider shall ensure that, throughout the admission process and period in custody, Prisoners are held in conditions appropriate to their physical and mental needs and that systems maintain Prisoners' safety, decency, privacy and dignity. This will include ensuring that the arrangements for the allocation and management of cells take into account the requirement for appropriate separation, control and care of Prisoners as specified at paragraphs E1.1.2 to E1.1.3.
- C5.3.1 Proper procedures shall be established and maintained to ensure that Prisoners needs including any individuals with sensory or physical impairment and/or specific vulnerabilities or welfare needs are identified and that these needs are acted upon without delay (as is reasonably practicable).
- C5.3.2 Any concerns regarding an accused or Prisoner's behaviour (whether suspected mental health issues or other behavioural concerns) during admission or whilst in custody should be communicated to court officials and the Procurator Fiscal (as appropriate).
- C5.3.3 The Service Provider will ensure appropriate processes are developed and maintained throughout the term of the Contract to assess, record and manage risks related to any Cell Sharing Risk Assessment (CSRA).
- C5.3.4 The Service Provider will conduct a CSRA for every Prisoner, ensure that assessments are dynamic and reviewed in light of changes in circumstances, behaviour or other information.

C6 Bail Arrangements

- C6.1 The Service Provider shall act on the orders and determination of the court (including the Procurator Fiscal or PF Office) for the release, discharge or other disposal instructions for each Prisoner.
- C6.1.1 The Service Provider shall ensure the accurate recording of all discharge, bail or other disposal instructions from the court within the Prisoner or court records and the PER which are processed and managed by the Service Provider.
- C6.2 The Service Provider shall ensure that where an accused person or Prisoner appears from custody and is granted bail that any additional bail conditions imposed by the court, and which are a prerequisite of release, are complied with before a Prisoner is released from custody. The Service Provider shall only release a Prisoner when it has received written confirmation from the court that the respective compliance(s) have been obtained. The Service Provider shall undertake all relevant checks in accordance with the Operational Instructions and procedures to ensure Prisoners are not released in error.
- C6.3 A Prisoner appearing in court who is granted bail must, before being released, be given the accused's copy of the bail order and sign the document to acknowledge receipt. The Service Provider shall ensure that the execution clause on the principal copy bail order has been completed and signed by the member of Staff/person who gives the accused the copy prior to the release of the Prisoner.
- C6.4 The Service Provider will have no involvement in dealing with bail orders granted by a court in respect of Prisoners who are not present at the time bail is granted.

C6.5 Court Fines

- C6.5.1 The Service Provider will liaise with court officials in relation to the payment of fines or other monies to be paid. This will necessitate the management of the Prisoner between the custody suite and the relevant office within the court Premises. Prisoners will not be conveyed to fines offices for the purposes of paying fines. The Prisoner shall not be released until confirmation has been received from court officials that the monies due are paid. The Service Provider shall therefore manage the:
- ⌚ Movement of Prisoner(s) or monies between the custody suite and the relevant office(s) within the court; and /or
 - ⌚ Ensuring that, where a Prisoner wishes to pay a fine by use of a debit/ credit card. the Prisoner receives access to a telephone, in the cell area, with which to make a direct call to the fines office to tender payment in full (debit/ credit card payments may only be made by the payee);

- ⌚ Return of the extract warrant to the court office with the payment; and
- ⌚ Issue of a receipt for monies paid by the Prisoner or the Prisoner's representative.

C6.6 Liberation / Release from Courts

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

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

- ⌚ The relevant authority has completed the necessary documentation authorising the Prisoner's release;
- ⌚ Where so directed, all instructions from court or Procurator Fiscal (written or oral), in relation to the release of a Prisoner are followed;
- ⌚ Each Prisoner is adequately clothed and fed;
- ⌚ Each Prisoner is, where appropriate, fit to travel;
- ⌚ Each Prisoner is in receipt of his/her property, cash and valuables; and that.
- ⌚ The extract warrants, property, cash and valuables of every Prisoner are fully accounted for and receipt(s) obtained from the person / Prisoner at transfer.

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

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

C6.9 Court Records

C6.9.1 The Service Provider shall, where required, undertake the secure movement and carriage of court, Police, the Purchaser or other Prisoner records between Premises to support efficiency within the Services, and ensure the transfer and exchange of information to appropriate authority personnel. Such document movements shall include, but not be limited to, warrants, production sheets, social enquiry reports, psychiatric reports, Prisoner healthcare information, any Suicide Risk Identification Court Form, and the PER.

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

- ⌚ Facsimiles, route sheets, completed Prisoner Escort Record (PER), Prisoner Escort Management System information, etc. in hard copy which shall be archived in packs for the 'days activities' and shall be retained for six years (the 'retention period');
- ⌚ Spent Court Occurrence Books, Property Registers, and Receipt Books shall also be archived and retained for six years; and
- ⌚ The retention period also applies to electronic records and data generated by the Service Provider which may be stored in electronic format.

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

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

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

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

C7 Lawful Custody

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

C7.1.1 The Service Provider shall ensure that any significant remarks made by the presiding Judge, Sheriff or JP concerning the Prisoner, are recorded and communicated to the Purchaser or relevant others including, but not limited to, the recording of significant events or other information.

C7.2 Where the Prisoner has appeared from prison custody, and the PER has been marked 'not for release', the Service Provider shall ensure that the disposal of each case heard is clearly and accurately recorded, along with the relevant Procurator Fiscal reference number (or any other case reference as the Purchaser may require). The Service Provider shall ensure that this information is passed to the Purchaser on the production sheet in the written format agreed within the Service Provider's Operational Instructions.

C8 Court-Based Social Work Services

C8.1 The Service Provider shall co-operate with Social Work Services and/or Mental Health personnel to ensure appropriate access to Prisoners within courts to enable these staff and organisations to undertake their statutory or general duties. The range of Social Work tasks includes:

- ⌚ Dealing with requests for reports, making them available to the court, and presenting them in court when necessary;
- ⌚ Providing oral and stand-down reports for the court;
- ⌚ Interviewing offenders immediately after the court has asked for a report;
- ⌚ Interviewing offenders/accused people immediately after the court has passed a custodial sentence or remand;
- ⌚ Helping to divert people suffering from mental health disorder (in conjunction with local healthcare and psychiatric services), who may be at risk to themselves, from a custodial remand;
- ⌚ Arranging appropriate bail accommodation (where possible); and
- ⌚ Ensuring relevant information is provided to the Service Provider and the receiving prison. This would include where there is a possible identified risk of self harm by the Prisoner or any other significant Prisoner welfare matter.

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

The Service Provider shall also ensure that risk information is recorded on the Suicide Risk Identification Court Form and PER, and that the PER which accompanies the Prisoner is provided to the receiving prison with an appropriate risk marker.

Section D – Non-Core Services

D1 General

D1.1 Other Prisoner Escorts

The Service Provider shall undertake Prisoner Movements (on occasion may be outwith Scotland but within the United Kingdom including Northern Ireland and the Scottish islands) including those requiring extreme security escorts, who require to attend an event / appointment at an approved location for any of the following reasons, including but not limited to:

- D2 Children’s hearings (parental attendance);
- D3 Committal of children to prison;
- D4 Funeral escorts;
- D5 Identification parade/Police interview;
- D6 Immigration appeals;
- D7 Deportations;
- D8 Inter-jurisdictional transfers (England & Wales, Northern Ireland);
- D9 Marriage and civil partnership escorts;
- D10 Hospital and/or other approved healthcare appointments;
- D11 **Hospital Escort & Bedwatch Activity** (including maternity);
- D12 Mental health tribunals;
- D13 Social security tribunals;
- D14 Special Escorted Leave (SEL) and/or Escorted Exceptional Day Absence (EEDA);
- D15 Home leave escorts (Open Estate); and
- D16 Other Escorts.

External Escorts

- D17 Inter-prison transfers;
 - D18 Inter-prison visits; and
 - D19 Community placement escorts.
- D1.2 The Service Provider shall develop and maintain operational procedures and instructions for Staff which recognise and address the dynamic nature of each of the escort types detailed above. The Service Provider shall maintain these procedures and ensure that they are available for review by the Purchaser upon request. The Service Provider shall also communicate any proposed changes of the Operational Instructions or procedures, previously reviewed by the Purchaser, prior to implementing such revisions.
- D1.3 The Service Provider shall establish and maintain effective liaison and communication flows with the Premises in accordance with agreed protocols to enable the Service Provider to determine and prepare lists of relevant persons to be conveyed and escorted (as appropriate) in accordance with the various types of escort outlined in this Section D.

- D1.4 The Service Provider having planned its routing and scheduling programme for Non-Core Services will advise the relevant Premises of the days Prisoner escort groupings, vehicle scheduling, collection / anticipated Arrival times, and any other relevant arrangements for the escort no later than 06:00 hours.

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

- D1.5 The Service Provider's operational procedures shall include a provision that its escort Staff shall always wear uniform for each Non-Core Service unless prior written authorisation has been provided by the prison Governor (or his nominated representative) of the holding prison requesting the escort that the Staff may wear civilian clothes for a specific escort.

- D1.6 The Service Provider shall undertake a security and risk assessment of each individual Prisoner taking into account the circumstances of the Non-Core Service, previous Prisoner history, and other relevant information available to the Service Provider such as expected journey time and rest breaks to determine and ensure the appropriate staffing levels for the effective management and care of the Prisoner(s) during each Non-Core Service.

D2 Children's Hearings (Parental Attendance)

- D2.1 The Service Provider shall collect from prison all Prisoners (parent or guardian) given permission by the Governor to attend a Children's Hearing; escort to the approved visit location; and return the Prisoner to the prison. A minimum period of 24 hours notice of escort requirement will normally apply.

- D2.2 Where children (young persons under age 16) are held by the Police to be taken to a Children's Hearing the Police will liaise with Social Work Services to manage the escort needs. In such circumstances the Service Provider will not be responsible for the escort of children or young people to Children's Hearings. This is the responsibility of the Local Authority.

D3 Committal of Children to Prison

- D3.1 A court may certify the detention of a child (under 16 years of age) to a place of custody such as a Young Offender's Institution. The Service Provider shall be responsible for the initial transfer to custody, and any subsequent escort requirements to and from the place of custody. The Service Provider shall ensure that Social Work Service personnel are contacted and involved in the transfer process to the extent requested by Social Work Services or as required by Legislation.

D4 Funeral Escorts

- D4.1 The Service Provider shall escort from prison all Prisoners given permission by the Governor to attend a funeral and shall return the Prisoner to prison immediately following the funeral proceedings. The Governor will determine and specify the ceremonies or rites and location(s) the Prisoner is to attend, and advise the Service Provider at the time of requesting this Service. A minimum period of 48 hours notice of escort requirement will normally apply.

D5 Identification Parade/Police Interview

- D5.1 The Service Provider shall collect from prison, escort to an approved Police Custody Unit, hand over to the Police, collect from the Police and return to prison those Prisoners required for identification parades and/or interview). A minimum period of 24 hours notice of escort requirement will normally apply.

- D5.2 Where the requirement is for an identification parade, the Service Provider will transfer the Prisoner to the Police and will not engage in the identification parade. On all other occasions, the Service Provider's Staff will remain in charge, and within sight, of the Prisoner.

- D5.3 The Service Provider shall escort any Prisoners detained in a psychiatric hospital under the arrangements detailed in Section B8 – Hospital Orders who are required to attend a Police station for an identification (I.D) parade, or for some other purpose (such as the taking of DNA samples), to and from the required Premises.
- D5.4 At hand-over the Police must sign the PER to confirm they have taken custody of the Prisoner. Similar arrangements will apply when the Service Provider resumes custody of the Prisoner following completion of Police activities.
- D5.5 Section 14 of the Criminal Procedure (Scotland) Act 1995 provides specific authority for the Police to undertake and conduct interviews with Prisoners or those held in custody. The Service Provider will not be required to undertake escorts for Prisoners, patients or accused persons where the requirement is conducted under Section 14. For the avoidance of doubt the Police will collect and return the person to custody.

D6 Immigration Appeals

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

D7 Deportations

- D7.1 The Service Provider shall escort any person awaiting deportation who is committed by a court, to any Police Custody Unit or prison. Where such detainees are required for subsequent appearance at court, a minimum period of 24 hours notice of escort requirement will normally apply.

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

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

- D8.1 The Service Provider shall establish and maintain arrangements with the Home Office and the Purchaser for the transfer of Prisoners and their property to and from HM Prison Service prisons in England & Wales or Northern Ireland, to and from Scotland.
- D8.1.1 The Service Provider shall undertake the scheduled, nominally fortnightly, inter-jurisdictional transfer of Prisoners from Scotland to HM Prison Service prisons in England & Wales (E&W).

The arrangements for all Scottish male prison transfers are co-ordinated and channelled through HMP Edinburgh and those for female prison transfers through HMP Cornton Vale. The Prisoners and their property are currently escorted into the E&W system at the prisons detailed below:

- ⌚ Males - HMP Durham;
- ⌚ Males (Young Offenders) – HMP Castington;
- ⌚ Males (High Security) – HMP Frankland; and
- ⌚ Females (Adults & Young Offenders) – HMP Low Newton.

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

D9 Marriage and Civil Partnership Escorts

- D9.1 The Service Provider will collect from prison all Prisoners given permission, by the Governor, to marry or register a civil partnership outside the prison. The Service Provider will escort the Prisoner to the place of marriage or civil partnership, remain with the Prisoner throughout the ceremony then return the Prisoner to prison. A minimum period of 48 hours notice of escort will normally apply.
- D9.2 The Governor will determine the ceremonies or rites and location(s) the Prisoner is to attend, and advise the Service Provider at the time of requesting the escort. The Prisoner should be returned to the prison as soon as the ceremony, including any photographs is concluded. (Prisoners shall only be permitted to participate in post ceremony photographs where prior authorisation has been provided to the Prisoner and communicated to the Service Provider by the Purchaser prior to the escort).

D10 Hospital and/or Other Approved Healthcare Appointments

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

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

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

D11 Hospital Escort and Bedwatch Activity (including Maternity)

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

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

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

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

D12 Mental Health Tribunals

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

D13 Social Security Tribunals

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

D14 Special Escorted Leave (SEL) and/or Escorted Exceptional Day Absence (EEDA)

- D14.1 The Service Provider will collect from prison any Prisoner who has been granted Special Escorted Leave (SEL) and/or Escorted Exceptional Day Absence (EEDA). The Service Provider shall carry out a security risk assessment and determine the appropriate staffing in each case for such escorts. The Service Provider will uplift the Prisoner(s), undertake the escort to the location agreed with the Governor, remain with the Prisoner(s) throughout, maintaining the appropriate duty of care and security, and return the Prisoner(s) to the prison at the end of the visit duration. A minimum period of 48 hours notice of escort will normally apply.
- D14.2 The exact scope of the compassionate leave or visit will be determined in advance by the Governor of the holding prison and the detail passed to the Service Provider. A report on the conduct and demeanour of the Prisoner and the environment should be submitted following completion of the visit.

D15 Home Leave Escorts (Open Estate)

- D15.1 The Service Provider will collect from prison all Prisoners granted home leave, transport them to the approved central drop-off point(s), arrange for their uplift from these point(s) at the agreed pick up time and transport back to the relevant prison. A minimum period of 48 hours notice of escort requirement will apply.
- D15.2 The exact location, timing for drop-off and uplift times for each of the Prisoners and the frequency of journeys will be determined in advance by the Governor of the holding prison. Details will be provided to the Service Provider when each Home Leave Escort is booked.

D16 Other Escorts

- D16.1 The Service Provider will, where requested by the Purchaser, undertake other ad-hoc Other Prisoner Escorts. A minimum period of 48 hours notice of such escort requirements will apply. These may include:
- ⌚ Prisoner attendance at lifer tribunals;
 - ⌚ Prisoner Movements (individuals or groups) to support inter-prison competitions; and
 - ⌚ Prisoners participating in Criminal Justice forums.
- D16.2 For the avoidance of doubt the Service Provider shall, where required, schedule and undertake the Other Escorts outlined in this Section D16 to any specified location(s) anywhere within the United Kingdom (including Northern Ireland and the Scottish islands).

External Escorts**D17 Inter-Prison Transfers****D17.1 Routine Transfers**

The Service Provider will collect from the holding prison all Prisoners to be escorted to another prison in Scotland, undertake the escort and hand over the Prisoner(s) to prison staff at the receiving location. A minimum period of 48 hours notice of escort requirement will normally apply.

- D17.2 The Governor of a prison or YOI, outwith the jurisdiction of a specific court, has an obligation to ensure the Arrival at court of those Prisoners who are required by the court. To facilitate this arrangement, Prisoners may have to be accommodated at a local prison on the night before their appearance. The Service Provider shall escort Prisoners to the local prison for this purpose as directed by the Purchaser. A minimum period of 24 hours notice of escort requirement will normally apply.

D17.3 **Non-Routine or Emergency Transfers**

The Purchaser may, at short notice, request the non-routine or emergency transfers of Prisoners from specific prisons to an alternative prison (s) following serious prison disruption or incident(s) involving individual(s) or a group of Prisoners.

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

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

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

D17.4 The Prisoner's property, including valuables, warrant and healthcare record shall normally accompany the Prisoner during any inter-prison transfer(s) however; the Purchaser may require some short-notice Prisoner Movements to be completed without Prisoner property. In these latter cases the Purchaser may, by notice, request the Service Provider to undertake the subsequent transfer of Prisoner property.

D17.5 **Exclusions:** For the avoidance of doubt, inter-jurisdictional transfers (Section D8) or inter-prison transfers (this Section D17) where the person or Prisoner is held in custody outwith the United Kingdom (including Northern Ireland), or a person or Prisoner is to be escorted and transferred to the custody of another jurisdiction (outwith the United Kingdom) are excluded from the scope of Services. The Purchaser or Police (as appropriate) will make the arrangements and undertake the escort.

D18 **Inter-Prison Visits**

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

The Service Provider shall plan the necessary escort activity to meet the Purchaser's requested dates, collect the Prisoner(s) from the holding prison, escort to the other prison, and transfer the Prisoner to the Purchaser's staff. At the end of the visit period these procedures will be reversed and the Prisoner returned to the original prison by the Service Provider. A minimum period of 48 hours notice of escort requirement will normally apply.

D19 **Community Placement Escorts**

D19.1 The Service Provider will collect from prison all Prisoners participating in community based work placements, transport them to their approved work location / drop-off point(s) and return them to the prison at the end of the working day. A minimum period of 48 hours notice of escort requirement will normally apply.

D19.2 The exact locations, timing for uplift and drop-off of Prisoners and frequency of journeys will be determined in advance by the Governor of the holding prison and communicated to the Service Provider.

Section E - Secure Custody and Good Order

E1 Security - General

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

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

E1.1.1 The Service Provider shall complete a security and risk assessment of each individual Prisoner taking into account the circumstances of the escort, previous Prisoner history, and other relevant information available to the Service Provider to determine and ensure the appropriate treatment and staffing security levels for each escort.

E1.1.2 Certain categories of Prisoner require to be held separately. Children (under 16 years of age) and young people (aged 16 & 17) require to be kept apart from adults by virtue of Article 37(c) of the United National Convention on the Rights of the Child. Men and women require to be kept apart by virtue of Section 133 of the Prisons and Young Offenders Institutions (Scotland) Rules 2006. In addition, the Prison Rules requires that young offenders, untried and civil Prisoners be held separately from other Prisoners, so far as is reasonably practicable.

E1.1.3 The Service Provider must have in place a system that ensures the appropriate separation of Prisoners at all times (including during transit) whilst in the care and custody of the Service Provider. This system must be compliant with all relevant legislative provision (including any amendments to the position outlined in the previous paragraph E1.1.2), taking cognisance of individual Prisoner's needs and risks and to be designed to ensure the security, safety and wellbeing of Prisoners.

E1.1.4 The Service Provider's operational procedures and instructions shall place first emphasis on, and fully reflect appropriate security standards. These shall include, but not be limited to security at:

- ⌚ Point of hand-over from agencies;
- ⌚ Point of transfer to/from vehicles to the premises (court, Police, prison or other locations);
- ⌚ During transit;
- ⌚ During court custody suite confinement;
- ⌚ During transfer or movement within court(s) Premises;
- ⌚ During court hearings; and
- ⌚ During Non-Core Services.

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

- ⌚ Use of mechanical restraints such as handcuffs and escort chains where risk assessments deem appropriate;

- ⌚ Arrangements when loading or unloading Prisoners from vehicles;
- ⌚ Management and security of Prisoner's property;
- ⌚ Search procedures;
- ⌚ Management and control of visitors;
- ⌚ Other special security features;
- ⌚ Communications with others;
- ⌚ Equipment testing;
- ⌚ Arrangements for secure access to toilets on journeys;
- ⌚ Instructions to Staff on security and operational procedures; and
- ⌚ Appropriate staffing arrangements to maintain secure custody and order.

E1.3 Use of Mechanical Restraints

E1.3.1 In determining the appropriate use of mechanical restraint (such as handcuffs and escort chains), the Service Provider shall utilise security procedures commensurate to the assessed or identified risk(s) associated with each Prisoner, the level of threat, and the location of the escort. The use of mechanical restraints shall not be used at a higher level than necessary to reasonably mitigate against assessed or identified risks, or to maintain appropriate security.

E1.3.2 The Service Provider's operational procedures shall recognise that use of mechanical restraints is not required or mandatory in specific circumstances or some types of Prisoner, namely:

- ⌚ The escorting of low supervision Prisoners located in an open prison or those attending community placements; and
- ⌚ In the escorting of Prisoners located in a National top-end facility who have been approved to participate in the Special Escorted Leave (SEL) scheme.

E1.3.3 There shall be a presumption against the use of mechanical restraints in the management of Prisoners who are pregnant (pre-natal and during maternity). In exceptional circumstances where, following risk assessment, the Service Provider deems it necessary to employ such restraints the reasons shall be recorded in the PER, and the Purchaser will be immediately notified.

E1.4 Extreme Security Escorts

E1.4.1 The Service Provider shall comply with the Purchaser's Operational Policy/Briefings for the identification and management of extreme security escorts and shall conduct extreme security escorts in accordance with such instructions as directed by the Purchaser. Where Police support for extreme security escorts is deemed necessary (as per the ACPOS Memorandum of Understanding), this will be arranged by the Purchaser with details of the resulting escort requirement then communicated to the Service Provider.

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

E1.4.3 Vehicle(s) used for extreme security escorts will, at minimum, be ballistically protected with the ability to safely maintain appropriate control and speed under Police escort as described in the Service Provider's tender proposal dated August 2010.

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

E1.4.5 Prisoners being escorted under the extreme security category will be provided with appropriate PPE (i.e. ballistic vest).

E2 Prisoner Accommodation

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

E3 Security Locking and Keys

E3.1 The Service Provider shall ensure and maintain appropriate Operational Instructions and processes to support effective security locking, maintain secure custody, and ensure effective management of keys for the court custody suite or cells, vehicles, and any keys provided to access specific Police Custody Units or parts thereof in accordance with any MoU.

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

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

E4 Operational Communications

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

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

E5 Reportable Incidents

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

E5.1.1 The Service Provider's procedures shall reflect that, following a reportable Incident, an initial written report will be submitted to the Escort Monitor within 24 hours and, where requested by the Escort Monitor, a full incident / investigation report will be submitted to the Escort Monitor within 10 working days thereafter.

E5.2 The Service Provider shall establish and maintain a protocol for the investigation, reporting and provision of further information or review relating to deaths or suicides in custody to support any due process of investigation and scrutiny by the Purchaser and for the purposes of any Fatal Accident Inquiry.

- E5.3 The Service Provider, as first on scene, shall manage any major or minor incidents of disorder or incidents that arise amongst Prisoners under its control, in transit, or in the court custody suites within which the Services are performed. The Service Provider will co-operate with the Police / emergency services and the relevant Partner / authority as required to manage the incident and in any follow-up actions or review.
- E5.4 The Service Provider shall ensure that it develops and adheres to the incident management protocols and control systems agreed in conjunction with the SPS and Police. The Service Provider shall ensure that its incident management and control system includes a requirement and obligation to gather and record intelligence during incidents and to communicate such information to the Purchaser and/or the Police during (ideally on a 'real time' basis as events occur) and following any incident.

E6 Security Arrangements for Authorised Visits to Prisoners

- E6.1 The Service Provider shall ensure that any Prisoner visits authorised by an appropriate authority (e.g. Judge or Sheriff, Procurator Fiscal, or the Purchaser) are conducted in a manner that ensures the safety and the secure custody of Prisoners; the safety and control of official visitors (may include HMCIP Scotland or Prisoner legal representatives); and the prevention or access to Unauthorised or Prohibited Articles by Prisoners.
- E6.2 The Service Provider shall ensure that there are no routine social or family visits undertaken within custody suites at Scottish Courts. Where a visit is exceptionally and specifically authorised by a Judge or Sheriff, the Service Provider shall ensure the security and safety of the participants.

E7 Prisoners Rights and Entitlements

- E7.1 The Service Provider shall establish and maintain policies and strategies, reviewed by the Purchaser which outlines all key aspects of Prisoner care, treatment and management. These policies and strategies shall be reflected in the Service Provider's Operational Instructions and shall include a communication of information regarding the policy (reflecting the management of complaints, handling of enquiries or similar) being made available to Staff, Prisoners, visitors and other persons within each court custody suites.
- E7.2 The Service Provider will establish and maintain an effective system to record (in writing), respond to and address (as required) Prisoner complaints. Arrangements must comply with the requirements in the Prison Rules and Circular Instructions (or revisions thereto as notified to the Service Provider by the Purchaser). The system shall include Prisoners' access to the Scottish Public Services Ombudsman, but should not preclude Prisoners using other avenues of complaint.
- E7.3 Notwithstanding the indemnity provisions of Clause 27.2(g) of Schedule A, the Service Provider will be responsible, at its own expense, for compensating the Prisoner where, through its negligence, default, or a failure of operational processes, the Prisoner has suffered loss or injury (including, but not limited to loss, damage or theft of personal property, valuables, or money) whilst such items are in the care and custody of the Service Provider.

E7.4 Breaches of Discipline

The Prison Rules define the legal requirements with regard to disciplinary matters for remand and convicted Prisoners. The Governor and/or Controller will be responsible for the inquiry, adjudication and disposal of any charges laid against a Prisoner including where the alleged matter occurred whilst the Prisoner was in the care and custody of the Service Provider.

- E7.4.1 The Service Provider shall ensure Staff achieve and sustain competence with regards to the application and handling of the relevant discipline aspects of the Prison Rules. This will include, but not be limited to, the collection and recording, preparation and presentation of charges, evidence, reports and to appropriately support any discipline procedures.

- E7.4.2 On occasions where a Prisoner is charged with a breach of discipline as outlined above, the member of the Service Provider Staff raising the charge shall, if required by the Purchaser, appear in person at any adjudication hearing at times requested by the Purchaser. The Service Provider shall normally be provided with 24 hours notice of the date, time and location of any adjudication hearing.
- E7.5 The Service Provider's Staff shall, where required, also co-operate with, and make Staff available to support, any Police investigation and request for evidence.

E8 Intelligence

- E8.1 The Service Provider shall establish and maintain a robust system for the gathering, collation, data management, analysis and dissemination of security intelligence to appropriate Criminal Justice Partners. The system should be capable of 'grading' intelligence (i.e. source and accuracy) and be compliant with the systems and processes operated by the Police and the Purchaser. The Service Provider shall ensure that the intelligence system is consistent with the provisions contained within the Regulation of Investigatory Powers (Scotland) Act 2000.

A failure to appropriately gather, record intelligence gathered or received, analyse and disseminate security intelligence will be deemed to have occurred when the Purchaser might reasonably expect that the Service Provider should have gathered intelligence, or where they have gathered or received intelligence but have failed to act appropriately on it, or communicate it to the agencies involved, or keep a proper record.

In addition, the Service Provider shall ensure appropriate attendance (as necessary) at the Purchaser Intelligence Liaison Officers forums.

- E8.2 The Purchaser maintains and operates a National Intelligence Framework model which can be made available on request by the Service Provider.

The Service Provider shall ensure that its intelligence systems and processes comply with all relevant aspects of the Purchaser's National Intelligence Model providing controlled and limited access to information and includes specific requirements which ensure the secure handling, storage and dissemination of intelligence material and appropriate management of the associated confidentiality obligations.

E9 Searching

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

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

E10 Unauthorised or Prohibited Articles: Control Measures

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

- E10.1.1 Unauthorised or Prohibited Articles include, but are not restricted to, any article or weapon that could be considered a weapon; any illegal drugs, illicit substance or any medication not prescribed for a Prisoner's personal use; any mobile phone, pager or other personal communication device (including SIM cards, chargers or related paraphernalia), or other article that the Prisoner is not authorised to have in his/her possession at that time or place by the Purchaser or Service Provider, and articles which are prohibited within Establishments.
- E10.2 The Service Provider shall report all instances of suspected or actual drug-related incidents or seizures, and all finds of Unauthorised or Prohibited Articles to the Purchaser on the same day as per the incident reporting arrangements.
- E10.3 The Service Provider shall ensure the Operational Instructions include appropriate procedures which take cognisance of the legal requirements for the appropriate transfer of Unauthorised or Prohibited Articles, illegal drugs or associated drug paraphernalia which are seized or recovered from Prisoners, recovered from vehicles, or locations/Premises where the Services are undertaken through the application of security procedures and searching, to an appropriate authority.

For the avoidance of doubt, Unauthorised or Prohibited Articles, illegal drugs or associated drug paraphernalia which are seized or recovered from Prisoners or locations outwith prisons shall be provided to the Police to support any subsequent Police action or for safe disposal. In the case of Unauthorised or Prohibited Articles recovered or seized in prisons or from Prisoners in transit to or from prisons, the Service Provider will notify and provide the seized articles to the Purchaser.

E11 Control of Equipment & Uniform

- E11.1 The Service Provider shall obtain prior approval from the Purchaser for any types and models of mechanical restraint equipment (e.g. handcuffs, escort chains or similar) that it proposes to utilise under this Contract.
- E11.2 The Service Provider shall ensure that all such equipment is maintained in a fit and serviceable condition.
- E11.3 The Service Provider shall establish and maintain systems to ensure the security and control of approved equipment, IT hardware or PDA devices (which may contain Prisoner data or escort scheduling information), staff uniform and identification tags or badges (ID).
- E11.4 Systems of security and control also be designed to eliminate the loss or misappropriation of all equipment, uniform and ID and the Service Provider shall include a process of investigation where items under the aforementioned categories cannot be accounted for.

E12 Physical Restraint

- E12.1 The law relating to the use of reasonable force is contained within the Prison Rules. The Service Provider shall ensure that its policy, Staff training and any application or use of reasonable force is conducted in accordance with the requirements of the Prison Rules and the Purchaser.
- E12.2 The Service Provider shall ensure that all PCO Staff are competent, appropriately trained and subject to, as a minimum, annual retraining in the application and use of Control and Restraint (C&R) techniques and equipment. Only C&R techniques approved by the Purchaser shall be utilised under this Contract. The frequency and duration of such training and retraining shall be agreed with the Purchaser.
- E12.3 Physical force such as Control and Restraint techniques shall be used only when essential to prevent injury, damage to property or to re-establish control, and must be at the minimum level necessary for such purposes. The Service Provider shall ensure that, at minimum, any use of physical force is authorised and supervised by a senior member of the Service Provider's Staff and whenever possible use of force is sanctioned in advance by the Purchaser.

- E12.4 The Service Provider shall ensure that Prisoners are medically examined by a healthcare professional as soon as practicable and no later than within one hour of any event where C&R techniques, restraint or physical force has been applied or employed to a Prisoner.
- E12.5 The Service Provider shall log and maintain records of all instances where C&R techniques have been utilised. The records shall include details of the incident (including Staff and Prisoners names) and the outcome of the healthcare examination of the Prisoner(s). The Service Provider's system of recording shall be designed to withstand critical examination.

E13 Transfer of Responsibilities

- E13.1 The Service Provider shall ensure that PCOs remain in charge of Prisoner(s) at all times until transfer to another authority has taken place.
- E13.2 The Service Provider shall ensure that, where required, there has been a proper and recorded transfer of responsibilities for a Prisoner to another authority who has the legislative powers to manage the Prisoner (e.g. for the purpose of identification parades (not including Section 14), deportation, business in other penal establishments, hospitals, etc).

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

- E13.3 The Service Provider shall ensure that the Prisoner is advised, at the time of transfer that s/he has passed to the care and responsibility of another authority, and which authority now has custodial responsibility.
- E13.4 The Service Provider shall ensure that where visible injuries exist or the Prisoner complains of any injury or ailment at the time of hand-over, the Service Provider must, at minimum, record this in the PER, and:
- ⌚ Make a note of the injuries and ensure that the dispatching authority provide written confirmation that the injuries are present at hand over; and
 - ⌚ Ensure that the Prisoner's fitness to travel, recognising any stated ailment, has been determined by the dispatching authority.

E14 Vehicles

- E14.1 The Service Provider shall be responsible for the selection of vehicle type and specification (cellular or other vehicle types) consistent with ensuring the security / custody, safety and welfare of Prisoners in appropriate vehicles under this Contract, for ensuring safe systems of work and the security of vehicles during operations and Prisoner Movement activity.
- E14.1.1 The Service Provider shall be responsible for vehicle acquisition (including security specification); maintenance support & repair services (including daily and/or periodic roadworthiness checks and all statutory inspections); repair and/or replacement of damaged vehicles, or vehicles unavailable for service, and the safe and secure end-of-life disposal.
- E14.1.2 The Service Provider's vehicle types and the vehicle fleet profile shall be capable of appropriately accommodating the range of care or specific needs of individual Prisoners reflecting the need for different types of escort and the need for appropriate separation of Prisoner types and classifications (including the periodic requirements for transportation of Prisoners with mobility restrictions, those in wheelchairs, those with other health related issues including mental health, and mother and baby/infant escorts (where required) with appropriate baby /child seat).

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

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

E14.1.4 The Service Provider will ensure the availability and fitment of seatbelts in all vehicles (including cellular vehicles) from the Go Live Date, and within any new or replacement vehicles introduced during the term of the Contract. The Service Provider shall ensure that its Operational Instructions and safe systems of work support the in-service use of seatbelts by Prisoners including where, in individual cases, a seatbelt is not used by Prisoner(s) or where following risk assessment, the Service Provider determines that a seatbelt should not be used by a Prisoner.

E14.1.5 The Service Provider shall ensure that sufficient vehicles are serviceable and available, and are provided daily to allow it to discharge its obligations, to fulfil the necessary volume and range of Service requirements. In determining which vehicles are deployed for particular escorts, the Service Provider shall take into consideration, but not be limited to, the following:

- ⌚ Ensuring that any vehicle is compatible with the Prisoner loading / unloading facilities (vehicular size and access restrictions) and vehicular security arrangements at Police, courts, prisons or other Premises (location by location) where the vehicle is required to operate;
- ⌚ The geographical distances of particular escorts (e.g. to outlying courts or escorts over extended distances) with due consideration of Prisoner comfort, and welfare;
- ⌚ Prisoner classification and type including special needs, health and safety, mental health, or care requirements;
- ⌚ The need for transportation of specialists (e.g. mental health nurses) with particular Prisoners;
- ⌚ Vehicle layout and security specification (and features / enhancements) relative to the types of escort;
- ⌚ Use of drivers and PCOs and their respective roles per vehicle type and purpose;
- ⌚ Minimising the environmental impact and greenhouse gas emissions arising from undertaking the Services (i.e. through effective routing and Prisoner volume scheduling, and promoting vehicle operations which minimise vehicle fuel consumption or idling when stationary at Premises);
- ⌚ Any scheduled or in-service maintenance requirements, or cleaning tasks required prior to the particular escort; and
- ⌚ The location and numbers of vehicles per Service Provider location (i.e. to ensure continued availability of other escort Services, and in-transit contingency arrangements).

E14.2 The Service Provider shall establish and maintain appropriate arrangements to ensure the physical security of vehicles overnight, when out-of-service, or undergoing maintenance. The arrangements shall reflect due consideration to minimising the effects of weather or other factors which affect vehicle serviceability or availability.

E14.3 The Service Provider shall ensure that vehicles in-use (or scheduled to be in-use) meet the expected operational and security requirements, are kept clean and tidy (externally and internally), and hygienic at all times. This shall include, but not be limited to:

- ⌚ External washing of vehicles (at intervals consistent with the prevailing road conditions and vehicle usage but no less than once per week);
- ⌚ The removal of rubbish (as required but at least daily);
- ⌚ Cleaning of spills or body fluids (ideally at the time and prior to that vehicle or vehicle cell again being utilised in service);
- ⌚ Ensuring that vehicle security locks (including cellular locks), vehicle tracking, and communication systems are fully operational;
- ⌚ Ensuring that in-vehicle CCTV equipment (where fitted by the Service Provider) is operational;
- ⌚ Replenishment of consumable goods to support Prisoners in transit (e.g. water, any in-transit, meals, catering consumables, sanitary products, at least daily or as required to replace items consumed); and
- ⌚ Vehicles being locked and secured when not operational or out-of-service (including where parked in or around any Premises).

E14.4 The Service Provider shall ensure that each Prisoner receives a vehicular safety briefing and/or is made aware of safety information prior to the commencement of the journey.

E14.5 The Service Provider shall ensure that an appropriate fleet management system is established which records vehicle history including but not limited to: daily and cumulative mileage, routes, and relevant vehicle history (maintenance, modifications, breakdown and statutory or other inspections undertaken).

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

E14.6 The parties acknowledge that the Service Provider may substitute, replace and update the vehicle fleet types and profile indicated in paragraph H7.1 of this Schedule B following the Go Live Date as operationally required to maintain and ensure its obligations under this paragraph E14 and the Contract.

Any revisions to the vehicle fleet which seek to alter the fleet numbers by more than 5% (i.e. +/-7 vehicles) including the transfer or deployment of vehicles outwith Scotland, or which seek to alter the exclusivity of the above vehicles to the Services in Scotland, or which seek to alter the range of vehicle types or mix of vehicles in the fleet, or which propose to revise the availability of the Ballistically Protected Vehicle shall only be enacted following notification and the prior agreement of the Purchaser. The Service Provider shall also submit such additional information as the Purchaser may require when there is a proposal for any new vehicle type or amendments to vary in-service vehicle types.

E15 Prisoner Escort Record (PER)

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

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

- ⌚ Accurate recording of the actual disposal at court;
- ⌚ Handover details, i.e. transfer of responsibilities (Section E13) (including any reported or actual injuries to the Prisoner);
- ⌚ Arrival and departure times at all Premises/locations;
- ⌚ Times of visits from legal representatives;
- ⌚ Time escorted to court and returned to cell;

- ⌚ Time of departure to, and Arrival at the place of custody;
- ⌚ Provision of healthcare interventions;
- ⌚ Provision of toileting;
- ⌚ Provision of meals/drinks;
- ⌚ Searches carried out on the Prisoner; and
- ⌚ The recording of any other 'significant events'.

E15.3 The Service Provider shall, at the Service Go Live Date, ensure full compliance with the prescribed PER format unless otherwise agreed with the Purchaser and establish effective interfaces with the independent Criminal Justice Partner organisations IT and data systems.

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

E16 Information Systems

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

- ⌚ Record every Prisoner Movement and key data relating to such activities;
- ⌚ Schedule daily activities and the associated Staff and vehicle logistics;
- ⌚ Record and report activity to provide relevant, accurate management information including Performance Measures reporting to the Service Provider and Purchaser;
- ⌚ Enable reporting against vehicles greenhouse gas emissions;
- ⌚ Enable accurate invoicing for specific Services; and to
- ⌚ Provide the Purchaser, the Criminal Justice Partners and the Service Provider with relevant, accurate, data trend analysis of activities and performance under the Contract to support Service development and statistical review.

E16.1.1 The Service Provider will, in accordance with Clause 14.2.1 of Schedule A, provide the Escort Monitor with secure remote access to the Service Provider's Information Systems / IT to facilitate monitoring and review of activity under the Contract.

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

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

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

E16.3 The Service Provider must give consideration to both the IT interface and the need for records and effective communications with the Purchaser, with particular regard to the preparation and management of:

- ⌚ The court listings system from Police Custody Units and prisons;
- ⌚ The range of statistical data it will maintain and make available to the Purchaser; and
- ⌚ Any additional paper based files and records which will be in a form compatible with existing service provision, securely held and aligned with the Purchaser and various partner authorities systems and procedures.

E16.3.1 Where the Service Provider undertakes the electronic transfer or transmission of data or Confidential Information generated through the performance of the Services on an inter-agency basis across the Criminal Justice Partners, the Service Provider will ensure that it meets the relevant standards and accreditation as may be required by the Purchaser or the receiving agency consistent with efficient working, cooperation, and maintaining the security and integrity of the information.

E16.4 The Service Provider must provide information to the Purchaser on request in relation to a FOISA enquiry within the timescales requested by Purchaser.

E17 Contingency Planning and Business Continuity

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

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

- ⌚ Provisions to maintain safe and secure custody of Prisoners such as during the temporary evacuation of a court in an emergency or where a court encounters a failure of one or more of the utility services;
- ⌚ Provisions to manage vehicle incident(s) or accident(s) in transit (including where Staff or persons/Prisoners are injured);
- ⌚ The loss or unavailability of the Service Provider's operations control centre and/or associated IT systems or data (including IT recovery time objectives and contingency), vehicle bases and/or vehicles contingencies;
- ⌚ High levels of sickness or absence amongst Staff; and
- ⌚ Major incidents of disorder or risk to prison or to Police Premises including where the Purchaser, Police or courts enact operational contingencies (such as Prisoner relocation or prison evacuation following an incident) which require Service Provider involvement.

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

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

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

- E17.3 The Service Provider shall establish and maintain back-up facilities to ensure data (including but not limited to, routing and scheduling information, Prisoner Escort Records, and activity / performance management data) is not lost, corrupted or irretrievable in the event of a catastrophic loss of its principal information management system or premises.
- E17.4 The Service Provider shall ensure that the Purchaser has current and up to date copies of the contingency plans. Any proposal by the Service Provider to update or change the contingency plans previously provided to the Purchaser shall be communicated to the Purchaser for review prior to such changes being enacted into an updated contingency plan(s).
- E17.5 The Service Provider shall test and review the contingency plans at least annually and when requested review said plans in conjunction with the Purchaser and relevant Partner agencies where appropriate.

Section F – Care

F1 Care

The common theme in this Section F of the Specification is that each Prisoner is an individual with his/her own unique needs. The Services shall, through its Operational Instructions and operating practices, support and engender the general and specific public sector duties to promote equality and to deal sensitively and appropriately with all Prisoners (or persons affected by the Services), having due regard to age, sex, disability, gender reassignment, marriage and civil partnership, pregnancy & maternity, race, religion or belief, sexual orientation and vulnerability (including the specific Prisoner needs or care issues indicated in Contract) which the Service Provider will take into account and/or address when delivering the Services.

F1.1 Self Harm and Suicide Risk Management

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

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

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

F1.2 Prisoner Clothing

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

- ⌚ Managing exchanges of own clothing;
- ⌚ Appropriate provision of clothing for inclement weather;
- ⌚ The supply and provision of suitable emergency clothing (following self soiling or other incidents);
- ⌚ Searching of clothing items;
- ⌚ Notification to the holding authority of any changes or exchange of clothing; and
- ⌚ Any change or exchange of clothing shall be recorded on the PER with relevant details and reasons indicated.

F1.3 Food Services

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

- ⌚ The provision of good quality drinking water being readily available to every Prisoner whilst in transit and within court custody suites;
- ⌚ A varied choice of meals (as appropriate to the time of day, including any scheduled meals which the Prisoner may have missed due to period in the Service Provider's custody); and

- ⌚ Addressing the needs of those with special dietary requirements (including those arising from religion or beliefs).

The Service Provider's arrangements should also address: the preparation and serving of meals (in accordance with current Environmental Health Legislation and associated food preparation, handling and hygiene regulations); ensuring Staff have appropriate competence and skills with regards to food handling; arrangements for the clear up of utensils, condiments and cleaning any spillages; and, the tidy and proper disposal of any food waste from court custody areas and, where appropriate, in vehicles.

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

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

Where Prisoner(s) are out of the prison during 12:00–14:00 hours and/or after 17:00 hours or later, then a meal shall be made available and offered to Prisoners. The provision of meals will include those Prisoners present in court during the afternoon who are considered likely to be returned to prison after 17:00 hours.

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

F1.4 **Sanitation and Personal Hygiene**

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

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

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

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

F1.5 Care Policies

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

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

F2 Healthcare

- F2.1 All Prisoners reporting illness, a medical complaint or injury will have their concerns recorded and managed and have access to healthcare or medical treatment where required.
- F2.1.1 The Service Provider will establish and maintain up to date medical care plans for each court location. The care plan shall ensure the timeous provision of healthcare support services that are appropriate to the volume of Prisoners being managed, the need for healthcare assessment and medical treatment (where required) and the management of individual medication needs. The medical care plans and provisions shall, as a minimum, include and provide:

- ⌚ A named healthcare provider including points of contact and procedures to contact these individuals;
- ⌚ A maximum one hour attendance response time, for any medical complaint for which the attendance of a healthcare professional is considered appropriate at any of the court. This includes where use of C&R techniques, restraint or physical force has been applied or employed on a Prisoner as per E12.4.

Where the relevant medical or healthcare provider is unable to respond within one hour, the Service Provider will ensure that contingencies are enacted to maintain appropriate standards of Prisoner care;

- ⌚ A procedure for verifying the identity of any healthcare practitioner who it requests to attend a Prisoner prior to the healthcare practitioner actually visiting the Prisoner;
- ⌚ A procedure for contacting first aider's and the healthcare provider will be displayed in relevant court custody suite areas;
- ⌚ A procedure for ensuring that details of any first aid provided by the Service Provider's Staff, or other such interventions by any healthcare staff are recorded on the relevant PER.
- ⌚ A procedure for the management of requests or complaints from Prisoners regarding their healthcare or requests for medical treatment;

- ⌚ A procedure for the management of and Prisoner access to medication, including in-possession, or care previously prescribed by a Police Surgeon (sometimes known as the Forensic Medical Examiner (FME)), a prison Medical Officer, or the Prisoner or accused person's own Doctor or General Practitioner (as appropriate). The procedure shall also reflect management of those Prisoners with identified pre-existing, long term or chronic medical conditions where access to, or provision of, medication may be required whilst the Prisoner is in the Service Provider's custody. The Service Provider shall develop such procedures in conjunction with the Purchaser and appropriate healthcare professionals.
- ⌚ A procedure for the management of drug-related matters and those Prisoners or persons suffering from drug misuse or withdrawal;
- ⌚ The transfer of relevant healthcare information and documentation to inform risk or harm assessment within the chain of Prisoner custody;
- ⌚ Contingency plans concerning emergency care (including escort to hospital if required) both in courts or where a Prisoner becomes ill or reports illness whilst in transit.

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

F2.2 The Service Provider will establish and maintain procedures for the management of Prisoners in the care of the Service Provider who may be suspected of having, or found to have an infectious, or notifiable disease or condition including but not be limited to:

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

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

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

- ⌚ Any assessment or issues regarding fitness to travel;
- ⌚ Any first aid administered;
- ⌚ Any use of force;
- ⌚ Maternity and nursing mother care;
- ⌚ Any mental health care issues noted;

- ⌚ Any suspected, or actual, infectious or notifiable disease or condition identified;
- ⌚ Any prescribed medication, its verification and management;
- ⌚ Any drug and alcohol withdrawal symptoms or treatment;
- ⌚ Any need for hospitalisation;
- ⌚ Any medical or healthcare treatment administered;
- ⌚ The reporting of any healthcare, or medication provided, whether at court or in transit;
- ⌚ Any injury sustained;
- ⌚ Any instance of actual or attempted self-harm;
- ⌚ Any instance of actual or attempted suicide; and
- ⌚ Any death in custody.

F2.4 Where the dispatching agency has not been required to prescribe/provide medications, aids appliances, etc. the Service Provider will be responsible for meeting the costs of those supplied to the Prisoner whilst the Prisoner in the custody of the Service Provider. For the avoidance of doubt the Service Provider shall not be liable for such costs incurred by civil and untried Prisoners who opt to be visited by their own Doctor, or any NHS treatment costs whilst Prisoners are admitted to hospital or attending scheduled medical appointments (Sections D10, D11).

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

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

F2.6 Qualifications of Healthcare Staff

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

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

F3 Health & Safety and Fire Precautions

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

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

Risk assessments for each court shall be reviewed to reflect any change in circumstances or at least annually and changes shall be reflected through a version control policy. The risk assessments and records of risk assessments must be accessible to the Purchaser at any time in any of the Premises.

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

Section G – Management, Staff & Training

G1 General

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

G2 Staffing and Personnel Matters

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

G3 Identification and Uniform

- G3.1 Staff who are approved PCOs will, for the purpose of identification, carry and display their authorisation certificate at all times whilst undertaking official duties, and produce it when challenged. Any custody support Staff or healthcare personnel shall ensure or be provided with a means to enable verification of their identity at any of the Premises.
- G3.2 The Service Provider shall ensure a standard and recognised mode of attire / dress for its Staff. A means of Staff identification shall be agreed with the Purchaser and maintained throughout the term of the Contract (until or unless a change is communicated to and agreed by the Purchaser). The Service Provider shall also:
- G3.2.1 Ensure that Staff have access to sufficient quantities of its prescribed attire / dress garments (replaced not less than annually or earlier if damaged), identifying name badges and that these are worn by Staff members when undertaking Services under this Contract,
- G3.2.3 Ensure that, following replacement or renewal, there is a process for the secure and safe disposal of prescribed attire / dress garments previously issued to Staff,
- G3.2.3 Ensure that its prescribed attire / dress standard includes references to cleanliness, and condition of uniform garments, and
- G3.2.4 Ensure that the prescribed standard and mode of attire/ dress and means of Staff identification is communicated to all courts, Police custody holding units, and prisons throughout Scotland (and to other relevant locations, parties or agencies as necessary), and that any change(s) to these standards are similarly communicated in advance of any change being enacted.

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

G4 Staff Complement

- G4.1 The Service Provider shall ensure that staffing levels and complement (including gender mix) fully support the operational requirements of the courts, Police Custody Units and prison routines in relation to the performance of the Services. Staff rosters and proposed workloads should be designed to encourage the proper development of positive Staff/Prisoner relationships and maintain secure and safe custody across all aspects of Service delivery.

G5 Staff Selection and Recruitment

- G5.1 The Service Provider shall be responsible for assessing the competency of all personnel for the relevant role and the recruitment, selection, training and personnel management of all Staff engaged in the delivery of the Services.
- G5.2 The Service Provider shall ensure that Prisoner Custody Officer (PCO) candidates and those proposed for or holding the role of PCO have an appropriate medical and physical examination to ensure that they are both fit and capable of performing the full range of PCO duties. The Service Provider will ensure on-going fitness and capability to perform the role is periodically re-assessed following appointment as a PCO.
- G5.3 The Service Provider shall engage, employ and train as Prisoner Custody Officers (PCO) only those individuals that it considers as 'fit and proper' persons (as referenced in the Criminal Justice & Public Order Act 1994), and Staff who are suitably experienced and/or qualified to carry out the Service Provider's duties and obligations under the Contract.

In establishing whether a person is fit and proper, the Service Provider shall ensure that the verification checks for Staff or representatives of the Service Provider who are proposed to carry out Services are of a standard which meets the requirements of the Baseline Personnel Security Standard, the relevant Disclosure Level checks (including any revisions to these standards arising through the Protection of Vulnerable Groups (PVG) Scheme) through Disclosure Scotland, and the Service Provider's 'person' specifications (agreed with the Purchaser).

The Service Provider shall ensure that it obtains PCO certification in accordance with the Purchaser's procedures prior to each individual undertaking PCO duties under the Contract. PCO certification shall be provided solely to enable individual Staff to perform duties under this Contract including the relevant inter-jurisdictional/prison/police transfers. PCO certification awarded by other public authorities shall not be valid for activities under this Contract unless the Service Provider has obtained specific prior approval from the Purchaser for named individuals on a case by case basis and following verification that any individual meets the required standards for PCO certification in Scotland.

- G5.4 Any general or specialist non-operational, custodial support or healthcare Staff who are proposed, engaged or employed by the Service Provider (directly or through agreed sub-contract arrangements) shall, if providing services within any Premises also be subject to Disclosure Level and Baseline Personnel Security Standard checks and the associated approval in accordance with the Purchaser's procedures prior to each individual undertaking duties under the Contract.
- G5.5 The Service Provider will ensure and maintain a policy to enable it to manage (or restrict) secondary employment of Staff including PCOs from roles which could conflict with the ability to fully perform the job role or to maintain 'fit and proper person' status.

G6 Sub-Contractor(s)

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

G7 Certification of PCOs

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

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

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

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

G8 Withdrawal of Certificate

G8.1 The Service Provider shall ensure that where a PCO, any custody support personnel or sub-contract personnel is in breach of duty or an allegation has been made against any such individual, the Service Provider shall immediately inform the Purchaser. Breaches shall include, but not be limited to the relevant provisions of CJ & PO Act, 1994; the Official Secrets Acts 1911 to 1989; and Data Protection Act 1984; and Prison Rules.

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

G8.3 The Service Provider will maintain full and accurate records, including a career/personnel folder, of Staff members who have had their certificate suspended or withdrawn including details of any disciplinary awards.

G9 Staff Training: General

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

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

- ⌚ The relevant rules and procedures, task (or tasks) that the member of Staff has to perform including appropriate inter-personal skills with Prisoners;
 - ⌚ All relevant rules and procedures relating to the performance of the Services (including but not limited to standards of conduct and behaviour, attire/dress standards, confidentiality of Prisoner information and records, and equality & diversity matters);
 - ⌚ Health & safety, ensuring compliance with relevant processes and procedures to ensure their own well being and that of the Purchaser / Criminal Justice Partner staff, Prisoners and others within the relevant Premises;
 - ⌚ Fire safety in vehicles and in the Premises (and that they co-operate in any fire prevention measures organised in the Premises);
 - ⌚ The relevant security processes and protocols concerning work within Premises and ensuring safe and secure vehicle operations;
 - ⌚ The Prohibition of Smoking in Certain Premises (Scotland) Regulations 2006 which prohibits individuals, including Staff from smoking in public places and workplaces; and
 - ⌚ The provisions of the Contract and Services relevant to the role.
- G9.2 The Service Provider shall prepare and maintain specific training material (accredited to the Justice Skillsmark), inclusive of tutor notes (agreed with the Purchaser) to prepare, ensure, assess and maintain Staff competence and the capability of each individual to fully perform their required role and tasks under the Contract.
- G9.2.1 The Service Provider will evidence to the Purchaser that there is an ongoing, scheduled training programme of professional and skills development to support, maintain and develop Staff competence and capability to perform the required Services throughout the term of the Contract.
- G9.2.2 The training programme will address and reflect the requirement for initial new recruit training and periodic re-training, maintenance of skills or development of additional competence or capability amongst Staff. The Service Provider will submit to the Purchaser its annual training programme during each year of the Contract, and permit the Purchaser to monitor any such training being delivered.
- G9.2.3 The training programme for PCOs will, as a minimum, include a range of core modules (see Part 3 of Schedule B) plus at least Level 1 training in C&R techniques (see Section G10).
- The Service Provider shall also ensure relevant Staff receive all necessary specialist operational training to supplement core training inputs. This will include, but not be limited to, management of court list administration, management of documentation (including production sheets, extracts and Bail Orders), use of technology, including 'competency' in the operation of CCTV monitoring systems and any electronic searching equipment).
- G9.2.4 The Service Provider will, where necessary and to maintain Staff capability to perform the Service requirements indicated in this Contract, ensure that its Staff / Court Staff training material is updated as required or necessary to reflect Changes of Law or Legislation, revised Operational Instructions, protocols or procedures. Such training revisions or updates will be considered in the context of normal training development activity and not as a variation to the Contract affecting the Prices.
- G9.3 The Service Provider shall ensure that any general or specialist non-operational, custodial support or healthcare Staff who are employed or engaged by the Service Provider are appropriately trained, inducted and aware of relevant operational or risk management processes associated with working in the Premises, providing any services to Prisoners or undertaking services related to this Contract.

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

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

- ⌚ Underpinning knowledge;
- ⌚ Application of knowledge and skills; and
- ⌚ Exhibits appropriate use of inter-personal skills to undertake the role.

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

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

G10 Control and Restraint (C&R) Techniques

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

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

- ⌚ 25 hours initial training, with an on-going minimum of 6 hours per individual (PCO) per year for practice and competency assessment; and
- ⌚ A competency assessment register must be maintained and made available to the Purchaser for inspection.

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

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

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

G11 Incident Command Training and Management

- G11.1 The Service Provider shall establish and maintain a programme to maintain and develop its incident command training and incident management procedures (including individual or concerted incidents of Prisoner violence/disruption) and processes on a regular basis throughout the term of the Contract. The training and incident Operational Instructions or procedures should include maintaining communication flows between the Purchaser and the relevant Police, court or prison directly affected. The procedures should also address ensuring effective first on scene management and crime scene/evidence preservation.
- G11.2 The Service Provider shall participate in the Purchaser's incident management and command training relevant to their area of operation when requested. For the avoidance of doubt, there is no charge for participating in this training however the Service Provider shall cover its own costs and expenses in doing so.
- G11.3 The Service Provider shall ensure that its training and incident command development programme includes provision to reflect relevant changes to its procedures or processes arising from experience gained through management of actual incidents, experience gained through training exercises conducted with the Purchaser, or changes to Legislation. Any changes to procedures will be subject to review by the Purchaser prior to being enacted.

G12 Health & Safety, Fire Safety and Hygiene Training

- G12.1 The Service Provider shall ensure that its Staff are appropriately trained in health & safety, fire safety and evacuation procedures, and hygiene standards, that the appropriate Operational Instructions and procedures are communicated to its Staff (including any persons engaged by the Service Provider under agreed sub-contracts) who are performing duties or providing Services under this Contract. The Service Provider shall ensure that its health & safety, fire safety, and hygiene training standards, Operational Instructions and material are updated to reflect changes to Legislation or good practice guidelines.

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

G13 First Aid Training

- G13.1 The Service Provider shall ensure that its Staff are appropriately trained (relevant to the role and legislative requirements) in first aid techniques. All PCOs shall be first aid trained and maintain this capability throughout the term of the Contract.

G14 Equality and Diversity

- G14.1 The Services shall support and engender the general and specific public sector duties to promote equality and to deal sensitively and appropriately with all Prisoners (or persons affected by the Services), having due regard to age, sex, disability, gender reassignment, marriage and civil partnership, pregnancy & maternity, race, religion or belief, sexual orientation and vulnerability

The Service Provider shall ensure and that all Staff are appropriately trained and apply the relevant Operational Instructions to maintain compliance with all relevant equality and diversity Legislation and the general and specific public sector equality duties.

G15 Monitoring, Inspection and Security Risk Assessments

- G15.1 The Purchaser will monitor the delivery, performance and operational control of the Services against the requirements and standards stated in the various schedules of the Contract. The Purchaser, through its Escort Monitor, will maintain regular joint dialogue with the Service Provider and Partners to support and facilitate such monitoring.
- G15.1.1 The Service Provider shall provide the Purchaser with such management information as may be required by the Purchaser to enable performance and delivery of the Services to be monitored against the Contract. The Service Provider shall also permit and provide the Escort Monitor and specified Purchaser staff with such access to any of its IT based management information systems and data as are deemed necessary by the Purchaser to facilitate effective monitoring of Services and performance against the Contract.
- G15.1.2 The Service Provider shall ensure that a management information and data management system is established and maintained to fully support the reporting obligations in this Contract. This shall include, but not be limited to, daily records of individual Prisoner Movements, times of Arrival and departures, performance statistical reporting against Schedule D, specific information to support any activity based charges arising under Schedule C, vehicle / greenhouse gas emissions monitoring and reporting and similar management data which may reasonably be requested by the Purchaser to support effective monitoring of the Contract and Services. Any management information or data shall be provided in a format acceptable to the Purchaser and within the time periods requested to support effective monitoring and payments under the Contract.
- G15.2 The Service Provider will provide the Purchaser with a programme of its scheduled court, vehicle inspection and security risk assessments during each year of the Contract.
- G15.3 The Service Provider shall ensure that the Purchaser has full access to all relevant records, data and Service Provider policy and procedures which the Service Provider shall maintain in respect of its Service delivery and use of court custody areas and court facilities.

Section H - Mobilisation and Implementation Programme

H1 Mobilisation and Implementation

H1.1 The Service Provider, having confirmed its ability to undertake mobilisation, has provided a detailed Implementation Programme to the Purchaser on the date of Contract signature referenced "New Contract Mobilisation Gantt", Dated Mon 28/3/11 Version Final.

The Service Provider's Implementation Programme provides a timeplan and schedule with sufficient detail of the key tasks and activities, activity dates and activity milestones during the Lead in Period against which the Service Provider shall monitor and report its progress in achieving the necessary state of readiness to deliver the full Service on the Go Live Date (00:01 hours on Tuesday 10th January 2012) to the Purchaser.

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

- ⌚ Programme and contract management liaison (see Section H2 below)
- ⌚ Premises familiarisation and risk assessment (see Section H3 below);
- ⌚ Development of Operational Instructions, policies and procedures (see Part 4 of Schedule B);
- ⌚ Communications plan (for Staff and Criminal Justice Partners/stakeholders);
- ⌚ Management of TUPE and/or any supplementary recruitment activities;
- ⌚ Staff training, PCO certification arrangements and scheduling;
- ⌚ Media and public relations handling plan;
- ⌚ Systems development, testing and implementation (including any IT, security, communications, or other systems including Performance Measure reporting) associated with the Services;
- ⌚ The acquisition, fit out and commissioning of operational premises /vehicle bases and administrative accommodation;
- ⌚ Establishing any sub-contract and support service agreements;
- ⌚ Enacting healthcare arrangements;
- ⌚ Engagement with the Purchaser regarding review of the Service Provider's Operational Instruction, policies and procedures;
- ⌚ Engagement with the Purchaser and Criminal Justice Partners to undertake risk assessments and familiarisation,
- ⌚ Undertaking a formal post implementation/lessons learned review with the Purchaser (which reflects relevant input with the Criminal Justice Partners).

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

- ⌚ all technical (IT) milestones including end-to-end testing are completed to achieve operational IT system readiness by 31 October 2011 (*task 251 of the Implementation Programme*); and
- ⌚ all major Service milestones including testing are completed by 30th November 2011 (*task 252 of the Implementation Programme*).

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

The Service Provider's assessment of readiness activity shall include a specific milestone activity, at the earliest date prior to the Go Live Date, where the Service Provider formally presents its evidence to support its determination of readiness to fully and effectively perform the Services from the Go Live Date to the Purchaser. The Service Provider shall present and demonstrate this assessment of readiness for the full Services to the Purchaser by 1 December 2011 (*task 253 of the Implementation Programme*).

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

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

H2 Implementation Contact and Liaison

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

H3 Inspection and Security Risk Assessment

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

H4 Plans, Policies and Procedures

- H4.1 The Service Provider shall undertake and ensure that, during the Implementation Programme it develops and provides copies of all relevant Service Provider documentation to the Purchaser for review and comment, including policies and procedures, a full set of Operational Instructions for the Services, policies relating to the management or training of Staff including Court Staff, and other such information relating to the conduct, delivery or management of the Services which may be requested by the Purchaser. In addition to the above, the Service Provider policy and procedures indicated in Part 4 of Schedule B shall be subject to review by the Purchaser during the Implementation Programme.

The scheduling and timing for the preparation, submission and review process for such policies and procedures shall be agreed with the Purchaser as part of the detailed Implementation Programme plan.

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

H5 Purchaser Support during Service Implementation

H5.1 The Purchaser shall provide reasonable support (as determined by the Purchaser) to the Service Provider to facilitate the development of relationships with relevant personnel in the Purchaser and Criminal Justice Partners. The Purchaser will also provide information about prisons and facilitate visits to prisons for selected Service Provider Staff. The Purchaser shall also arrange and deliver Control & Restraint training for Service Provider instructors (as per Section G10).

H6 Obligations to Support and Facilitate a Managed Transfer of Services

H6.1 The Service Provider acknowledges and accepts that prior to the expiry or following a notice termination (for whatever reason) of the Contract that there is a duty to cooperate with the Purchaser and the Partners to ensure an effective transition and managed migration of the Services to another organisation or responsible body. Notwithstanding the specific provisions indicated in Schedule A, Terms & Conditions including Clauses 11, 30, 36, 42, 45 and 46, the Service Provider shall provide all necessary support, management resources and information to enable the parties to plan and ensure an effective managed transition of Services including any agreed resource or Staff transfer within a defined time period (as reasonably determined by the Purchaser).

H7 Vehicles (Mobilisation)

H7.1 The Service Provider undertakes to provide and make available the following vehicle fleet in accordance with the Implementation Programme and no earlier than the Go Live Date to ensure the availability of suitable and sufficient vehicles throughout the term of the Contract to enable the Service Provider to undertake the daily volume of Services.

14 Cell	10 Cell	6 Cell ¹	5 Cell	4 Cell	Multi Purpose Vehicle	MiniBus	30 Seat Coach
30	11	21	10	51	12	3	1
Note: ¹ The Service Provider undertakes to make available and maintain 6 x 6 cell vehicles on a substantive contingent basis in Scotland to support the Services. . ² In addition to the above, the Service Provider shall make available a Ballistic Protected Vehicle as described in Schedule F for Extreme Security Escorts (Schedule B E1.4).							

H7.1.1 At the Go Live Date the Service Provider undertakes to provide not less than 99 (68%) new vehicles with the remainder of the fleet being either previously used or new base chassis with new or previously used bodies (i.e. re-bodied vehicles). Any previously used vehicles, vehicle bodies or base chassis deployed under this Contract will, as a minimum, comply with all relevant legislative requirements, and reflect the specific 'used' vehicle build provisions and undertakings indicated in Schedule F.

End of Schedule B

**This is Schedule B referred to in the foregoing Contract number 00846 between the Scottish
Ministers and**

G4S Care and Justice Services (UK) Limited

PART 1 OF SCHEDULE B: REPORTABLE INCIDENTS

This Part 1 of Schedule B, which is not intended to be exhaustive, outlines the range of incidents considered to be reportable to Purchaser:

Prisoner indiscipline or loss of order or control including:

- Ⓟ Barricade;
- Ⓟ Rooftop protest (or similar);
- Ⓟ Prisoner Protest;
- Ⓟ Hunger Strike;
- Ⓟ Concerted Indiscipline;
- Ⓟ Hostage (attempted or actual); and
- Ⓟ Use of restraints or restraint techniques by the Service Provider.

- Ⓟ Escape from Escort;
- Ⓟ Escape from Secure Conditions;
- Ⓟ Attempted Escape;
- Ⓟ Abscond;
- Ⓟ Liberation in error;

- Ⓟ Prisoner on Prisoner Assault;
- Ⓟ Prisoner on Staff Assault;
- Ⓟ Staff on Prisoner Assault;

Incidents of Unauthorised or Prohibited Articles being recovered from:

- a Prisoner;
- a visitor or person coming into contact with a Prisoner(s);
- cells, the court custody suite or court area, or Service Provider vehicles (whether Prisoners are in attendance or not at the time of recovery).

- Ⓟ Need for Emergency Services: Fire, Police, or Ambulance.

Any factors which may have led to the evacuation, unavailability of the Premises, or affected the security or operation of the Premises including:

- Ⓟ Bomb Threat;
- Ⓟ Fire ;
- Ⓟ Failure of facilities at court; or a
- Ⓟ Security lock compromise or key compromise or loss including unauthorised removal of key(s) from Premises.

Need for Medical Care or intervention, or a significant event including:

- Ⓟ Prisoner illness, accident or similar whilst within the custody of the Service Provider;
- Ⓟ Self Inflicted Injury (requiring treatment from a healthcare professional or Medical Officer, the emergency services, or a hospital);
- Ⓟ Assault on Staff / Court Staff (requiring treatment from a healthcare professional or Medical Officer, the emergency services, or a hospital);

- ⌚ Assault on Prisoner/Young Offender (requiring treatment from a healthcare professional or Medical Officer, the emergency services, or a hospital);
- ⌚ Suicide or attempted suicide;
- ⌚ Death in custody;
- ⌚ Vehicular accidents or incidents (including where no injuries were sustained); or
- ⌚ Equality related incidents (e.g. where there has been a race or difference related facet to an incident).

The Service Provider's procedures and processes for reporting incidents shall, at a minimum, ensure that the following information is recorded and reported:

- ⌚ Time of Incident;
- ⌚ Location of Incident;
- ⌚ Nature of the Incident;
- ⌚ Name/s of Prisoner/s involved;
- ⌚ Why the incident took place (if known);
- ⌚ When the incident was concluded; and
- ⌚ The nature of any injuries and medical treatment provided.

The procedures and processes shall also ensure immediate communication / notification to the Escort Monitor or appropriate nominated Purchaser personnel regarding such incidents arising from the performance of the Services, or regarding matters relating to the Service Provider itself or Staff which are likely to generate media interest and submission of written incident report(s) to the Purchaser in accordance with E5.1.1 of Schedule B.

End of Part 1 of Schedule B

PART 2 OF SCHEDULE B: STANDARD OPERATIONAL TIMES (PRISONS)

This Part 2 of Schedule B illustrates the standard operational times for Prisons in Scotland which will apply to Service Provider activities. The Service Provider should note that the information contained in this Part 2 of Schedule B is subject to periodic revision including through changes arising from the re-development of some of the prison estate or to reflect operational changes in prisons. The Purchaser will endeavour to provide prior notice of any substantive revisions to the standard operational time contained in this Part 2.

	Aberdeen		Addiewell		Barlinnie		Cornton Vale		Dumfries	
	Mon-Fri	Sat-Sun	Mon-Fri	Sat-Sun	Mon-Fri	Sat-Sun	Mon-Fri	Sat-Sun	Mon-Fri	Sat-Sun
Prison Operational Opening Time	07:00	07:30	06:45	As required	06:45	08:30	07:15	08:30	07:00	08:15
Reception Opening Time	07:00	07:30	07:30	As required	07:00	09:00	06:30	09:00	07:00	08:15
Reception Closing Time	20:45	16:00	21:00	As required	22:00	16:40	21:30	06:30	21:30	16:15
Prison Operational Closing Time	20:45	16:00	21:00	21:00	21:30	16:30	21:45	19:00	21:30	17:30
	Edinburgh		Glenochil		Greenock		Inverness		Kilmarnock	
	Mon-Fri	Sat-Sun	Mon-Fri	Sat-Sun	Mon-Fri	Sat-Sun	Mon-Fri	Sat-Sun	Mon-Fri	Sat-Sun
Prison Operational Opening Time	07:15	07:30	07:15	08:00	07:45	09:00	07:00	08:00	06:00	As required
Reception Opening Time	08:00	08:30	07:15	08:00	08:00	09:15	07:30	As required	07:15	As required
Reception Closing Time	20:00	15:30	21:45	17:45	20:45	16:00	21:00	As required	22:00	As required
Prison Operational Closing Time	21:30	17:45	21:45	17:45	21:15	18:30	21:30	18:00	22:00	As required
	Low Moss		Open Estate		Perth		Peterhead		Polmont	
	Mon-Fri	Sat-Sun	Mon-Fri	Sat-Sun	Mon-Fri	Sat-Sun	Mon-Fri	Sat-Sun	Mon-Fri	Sat-Sun
Prison Operational Opening Time	TBA	TBA	07:45	08:15	07:00	08:00	07:00	07:30	06:00	08:15
Reception Opening Time	TBA	TBA	08:00	08:30	07:00	08:00	08:00	07:30	06:00	08:30
Reception Closing Time	TBA	TBA	16:00	16:00	21:00	18:00	16:25	17:30	21:30 (Mon: 22:30)	17:00
Prison Operational Closing Time	TBA	TBA	21:00	18:00	21:00	18:00	21:15	21:00	21:30 (Mon: 22:30)	18:00
	Shotts		Shotts (New Build)		Notes: 1) 'As required' - Prison receptions may have limited weekend staff available. Arrangements should therefore be pre-agreed to minimise the potential for delay in the admission or movement of Prisoners. 2) All times listed are indicative only. Although correct at the Contract Commencement Date, these details are subject to change in line with operational requirements.					
	Mon-Fri	Sat-Sun	Mon-Fri	Sat-Sun						
Prison Operational Opening Time	07:30	08:00	TBA	TBA						
Reception Opening Time	07:45	08:30	TBA	TBA						
Reception Closing Time	20:30	17:00	20:30	16:30						
Prison Operational Closing Time	21:30	18:00	21:30	17:30						

The Service Provider acknowledges and accepts that revisions to the times indicated in this Part 2 will be considered in the context of normal operational activity and **not** as a variation to the Contract affecting the Prices. Any revisions to this Part 2 may be communicated by written notice to the Service Provider.

End of Part 2 of Schedule B

PART 3 OF SCHEDULE B: SCHEDULE OF TRAINING

Individuals who wish to perform the role of Prisoner Custody Officer (PCO), as outlined Schedule 6 of the CJPO Act 1994, will require to be certificated by the Purchaser. This Part 3 of Schedule B outlines the minimum expected generic training requirements and competency requirements that each PCO must achieve as part of the Service Provider's selection and recruitment, and certification of PCO processes (as specified in the Contract) to enable individuals to be certified as a PCO to provide Services under this Contract.

Unit No	Unit Title	Component
1.	Maintain the security of Premises.	a. Monitor the security of Premises. b. Identify and respond to breaches of physical security. c. Monitor and maintain communications.
2.	Maintain security during Prisoner Movements and within custodial environments.	a. Maintain security during routine movements of Prisoners within the environment. b. Maintain security during the movement of Prisoners due to emergencies or incidents.
3.	Maintain security of Prisoners outside a custodial environment.	a. Maintain security of Prisoners in transit. b. Maintain security of Prisoners in situations outside a custodial environment (both Core and Non-Core Services)
4.	Search accommodation areas.	a. Searching Prisoner accommodation, cells and vehicles. b. Searching accommodation areas (other than Prisoner accommodation or cells).
5.	Search individuals.	a. Conduct a body search. b. Conduct a rub-down search (including use of appropriate detection equipment where available).
6.	Maintain control of Prisoners in custody.	a. Monitor the security and behaviour of Prisoners. b. Identify and respond to breaches of order and discipline. c. Restore order and discipline.
7.	Contribute to the adjudication process.	a. Placing Prisoners on report for adjudication. b. Preparing information and evidence to meet the needs of adjudication. c. Participate in an adjudication process.
8.	Contribute to the reduction of abusive and aggressive behaviour in the environment.	a. Contribute to the protection of people within the environment from abuse and aggression. b. Challenge aggressive and abusive behaviour. c. Restrain and remove individuals.
9.	Contribute to the health & safety, hygiene and fire risk safety of self and others.	a. Contribute to the promotion of the Prisoner's health. b. Contribute to a safe and secure environment. c. Respond in the event of a health or other emergency. d. Maintain personal security and safety.
10.	Support and maintain the effective performance of colleagues and oneself.	a. Promote and maintain effective working relationships. b. Maintain and improve one's own performance.
11.	Contribute to the control of incidents and emergencies.	a. Identify and respond to an incident or emergency. b. Contribute to the control of incidents and emergencies. c. Contribute to the evaluation of strategies used to control incidents and emergencies.
12.	Support the Prisoner in maintaining and developing positive relationships.	a. Develop positive relationships with the Prisoner. b. Support the Prisoner in positive relationships with those outside the environment. c. Support the Prisoner in positive relationships with Prisoners and others within the environment.
13.	Supply advice and guidance to Prisoners during request and complaints procedures.	a. Provide support and information to Prisoners regarding the request and complaints procedures. b. Contribute to the request and complaints procedures.
14.	Prevention of suicide and self-harm.	a. Identify and respond to potential self-harm and suicide. b. Contribute to potential suicide and self-harm programme.
15.	Receive and discharge Prisoners and their property into and out of	a. Receive and admit Prisoners into the custody unit. b. Receive, account for, store and release Prisoner's property.

Unit No	Unit Title	Component
	custody.	c. Discharge Prisoners from custody.
16.	Maintain security procedures relating to visits.	a. Prepare for visits to Prisoners from those outside the custody suite. b. Maintain security during visits.
17.	Operate the admission of others.	a. Provide information at the point of entry. b. Maintain security through the point of entry to operational areas. c. Search vehicles and possessions.
18.	Provide services to courts.	a. Maintain security of Prisoners in the court buildings. b. Produce Prisoners and provide information.
19.	Provide a security information service.	a. Gather and collate security information. b. Evaluate security information (5 x 5 system). c. File and maintain security information. d. Retrieve and supply security information to others.
20.	Provide health awareness and support services.	a. Operate information and support services. b. Encourage health awareness.
21.	Control of Unauthorised or Prohibited Articles including Drugs.	a. Recognise the range of Unauthorised or Prohibited Articles and drug substances in common use and control measures. b. Manage productions (Finds). c. Report information on suspicion of users to other agencies.
22.	Scottish Legal Framework.	a. Have a broad understanding of the Scottish Criminal Justice framework. b. Know the different types of courts (Solemn and Summary), their purpose, powers and types of business. c. Have an understanding of Bail and Fines enforcement procedures. d. Understand court custody procedures, the powers under which PCOs operate and the duties to be performed. d. Understand the rights of a Prisoner in the custodial setting.
23.	Make administrative arrangements for the appearance of individuals at courts.	a. Process court documentation. b. Make arrangements with courts, escorting authorities and others.
24.	Calculate and verify critical dates for sentences.	a. Verify and interpret documentation relevant to the imprisonment or detention of individuals. b. Calculate critical dates for complex cases. c. Verify sentence calculations.
25.	Verify the release process.	a. Verify the eligibility of individuals for release. b. Verify that the correct documentation and entitlements have been prepared.
26.	Administer personal money and valuables for individuals in custody.	a. Account for individual's money, valuables and property.
27.	Make administrative arrangements for the release of individuals from custody.	a. Process information about the release of individuals from custody. b. Prepare documentation and entitlements for individuals on release
28.	Fire Safety	a. Cell fires. b. Area/Zone Fires. c. Evacuation procedures.
29.	First Aid	a. Accredited Certificate course.
30.	Health & Safety at Work	a. Accredited Certificate course.

End of Part 3 of Schedule B.

PART 4 OF SCHEDULE B: SERVICE PROVIDER POLICIES, PROCEDURES AND INFORMATION

The Service Provider shall undertake and ensure that during the Implementation Programme that it shall provide the following policies, operational procedures, a full set of Operational Instructions for the Service, and information (as applicable) to the Purchaser for review and comment within the timescales detailed below in this Part 4 of Schedule B.

Policy, Procedures or Information	Timescale
Production of all core standard Operational Instructions, operating policies and procedures, support policies, and contingency plans including but not limited to the range of documents detailed in the Service Provider's tender proposal dated August 2010.	Initial drafts within 8 weeks after the Commencement Date. Final document sets to be completed and reviewed by the Purchaser no later than 3 months prior to the Go Live Date.
Media communication and handling protocol	To coincide with the Contract Commencement Date;
The standard Operational Instructions, operating policies and procedures, support policies and contingency plans will, where appropriate, address the following topics:	
The management of human rights, hate crime and equality issues (in respect of age, gender, disability, religion or belief, race and sexual orientation) for those affected by, or providing the Services. The policy and Operational Instructions shall seek to minimise the scope for the introduction of any form of material of a racially or sexually offensive nature into the Service or Premises.	
Incident command procedures (including non-routine or emergency inter-prison transfer plans) and contingency plans and procedures.	
Staff Code (behaviour and discipline).	
Uniform attire / dress code and means of Staff / Court Staff identification. Any revised uniform attire or Staff / Court Staff identification shall be provided and available to all relevant individuals no later than 2 weeks prior to the Go Live Date.	
Procedure for incident reporting and logging (including but not limited to those detailed in Part 1 of Schedule B – Reportable Incidents). This shall include identified procedures for contacting the Prisoner Escort Monitor, the Purchaser, or Police and undertaking any necessary follow-up actions to support investigation or scrutiny by the Purchaser or for the purposes of any Fatal Accident Inquiry.	
Confirmation of arrangements for the scheduled maintenance, repair and inspection of vehicles, and the replacement of inoperative mechanical restraints and other operational equipment to support the Services.	
Confirmation of arrangements to ensure the security and control of approved equipment such as mechanical restraints, IT hardware or portable data equipment/media (which may contain Prisoner data or escort scheduling information), and Staff or Court Staff attire / uniform (including a process of investigation in any cases of loss or misappropriation).	
A risk assessment and risk management process consistent with meeting the Service Provider's legal obligations stated in the Contract (including management of risk assessments where Premises are changed or altered, Cell Sharing Risk Assessments and scheduled periodic re-assessments).	
The recruitment and applicant selection process for Staff (including custodial support Staff / Court Staff). This shall reflect any background verification, capability assessment and standards for applicants.	
Detailed training plans, inclusive of tutor notes, and the procedures to ensure and maintain training and competency. To be submitted and reviewed by the Purchaser prior to the commencement of Staff / Court Staff training.	
The management of Prisoner complaints including linkages to the Scottish Public Services Ombudsman.	
Procedures to ensure the accuracy of management information data and performance reporting under the Contract.	
Protocol outlining the operational response times and resources (by Establishment) to enable the Service Provider to perform the contingency & business continuity requirements indicated in paragraph E17 of this Schedule B.	

End of Part 4 of Schedule B

COURT CUSTODY AND PRISONER ESCORT SERVICES IN SCOTLAND

SCHEDULE C

PRICING

CONTRACT NUMBER 00846

**This is Schedule C referred to in the foregoing Contract number 00846 between
the Scottish Ministers and
G4S Care and Justice Services (UK) Limited**

PART 1 OF SCHEDULE C – PRICING

1 PRICE BASIS

1.1 The Purchaser shall pay the Prices set out in this Schedule C to the Service Provider subject to the satisfactory provision and delivery of the Services in accordance the provisions of the Contract. The Prices for the Services are detailed on the following basis:

- Core Services including External Escorts (Pricing Table 1)
- Other Prisoner Escorts (Pricing Table 1)
- Hospital Escort and Bedwatch Activity (Pricing Table 2)

1.2 The Prices are based on the Services provided set against the Service Baseline volumes specified in Part 2 of this Schedule C.

1.3 The Purchaser shall pay the monthly Price for Core Services (including External Escorts) and Other Prisoner Escorts in accordance with Table 1.

Where activity exceeds the monthly Service Baseline figure shown in Part 2 of this Schedule C, the Purchaser will pay the relevant “Additional Volume Payment(s)” (specified in Table 1) associated with the number of Prisoner Movements which exceed the Service Baseline in each month.

In addition, the Purchaser will pay a sum to reflect total value of Hospital Escort and Bedwatch Activities performed in each month. The monthly sum will be determined by multiplying the Price for Hospital Escort and Bedwatch Activities by the time period that each Prisoner is in the custody of the Service Provider.

1.4 The Prices for the Services are fully inclusive and reflect the total costs to the Purchaser for the provision of the Services to any and all locations or Premises or geographic areas of Scotland, and into other geographic areas in other legal jurisdictions as appropriate, as detailed in the Contract or as notified by the Purchaser during the term of the Contract.

For the avoidance of doubt, the Prices include all necessary fixed, overhead and running costs associated with the Service Provider premises; all Staff costs, expenses and allowances and other employment costs; the provision of the necessary Assets and operating bases, vehicle acquisition and operating costs, in-vehicle seatbelts for Prisoners, vehicle fuel and maintenance support thereof, vehicle road fund licences (*as appropriate to the taxation classification*); IT or logistics systems & support thereof; and start-up costs which are collectively required to facilitate the Services across the range of Services and Premises specified in the Contract.

The Prices also include the provision of medical care whilst Prisoners are in the custody of the Service Provider, and the supply / provision of Prisoner meals, water and catering consumables, and sanitary products in transit and whilst Prisoners are in the custody of the Service Provider across each of the Premises required by the Contract.

1.5 All Prices, rates and invoices are shown in Pounds Sterling. VAT (where applicable), shall be included as a net charge on any invoice.

1.6 All Prices shall apply for the periods specified in each Pricing Table in this Schedule C. The Prices may only be varied in accordance with Clause 13 of Schedule A, or in accordance with paragraph 3.2 of this Schedule C.

2 PAYMENTS

- 2.1 The Service Provider shall submit a monthly invoice to the Purchaser in accordance with Clause 20 of Schedule A with an accompanying schedule itemising the chargeable Services completed in the preceding month. The schedule shall, as a minimum, detail any Additional Volume Payments for Core Services (including External Escorts) and Other Prisoner Escorts in accordance with Table 1; and any Hospital Escort and Bedwatch Activity delivered in that month with the associated sum for each Prisoner and in total.

The Service Provider shall also provide a schedule of all Service Provider Failures and all Performance Measures which exceed the Tolerance Levels, and raise a credit note for the value of any Service Credits / Direct Monetary Service Credits applicable to the Services in the reporting month.

Commencement of Services and Payment

- 2.2 The Service Provider accepts that no charges and payments will be due during the period of the Service Provider's Implementation Programme, and prior to the Go Live Date. Monthly payments shall only become due where the Service Provider has, as part of the Service Provider's Implementation Programme, demonstrated readiness to fully perform all of the Services to the Purchaser, and the Service Provider has commenced full provision of the Services on the Go Live Date.
- 1.3 The Service Baseline Price for the initial month of the Contract will reflect a pro-rata calculation based on the number of calendar days of full Service actually provided in that month.

Expiry or Termination of the Contract

- 2.4 The Purchaser shall, as part of a managed exit of Services, pay the Service Provider for the provision of Services actually provided. Any sums calculated and due to the Service Provider in accordance with this paragraph shall not exceed the sum of the Prices (calculated in accordance with the provisions of Schedule C).
- 2.4.1 If the Contract should expire or otherwise terminate, in part or whole, part way through a year then:
- the monthly Service Baseline Price for each complete calendar month prior to the date of termination in that part financial year shall reflect the relevant Prices then in force under the provisions of this Schedule C, and
 - the Price for the last month (*if it is not a complete calendar month*) will be calculated pro-rata based on the number of days of full Service actually provided in that month in accordance with the provisions of this Schedule C.

3 VARIATION OF PRICE

- 3.1 The Prices in Pricing Tables 1 & 2 will be subject to annual Price variation. Annual Price variation shall apply only to the cost areas relating to **Staff** and to **Fuel** (as detailed below).
- 3.2 The Prices detailed in Tables 1 & 2 shall be subject to an index linked adjustment at 01st April each year (*commencing no earlier than 1st April 2013 and in each subsequent April thereafter, including any extension period of the Contract*) to such sum as the parties may agree, but shall not exceed the annual percentage variations indicated in paragraph 3.2.1 to 3.2.4.

Indexation (Staff Element)

- 3.2.1 In the case of the Staff element of the Price, the Price will be indexed by a maximum of the annual percentage change in the Average Weekly Earnings Index (*AWE – K54U time data series*) **less** 1% as produced by the Office for National Statistics, Average Weekly Earnings, Historical Time Series (K54U - Seasonally Adjusted Average Weekly Earnings - including bonuses, excluding arrears).

For the initial April 2013 indexation, references to the Staff element to be “indexed” are references to the Staff proportion of the Price specified in paragraph 3.2.4 multiplied by: (AWE(a) divided by AWE(b)), where AWE(a) is the Average Weekly Earnings Index for the Staff element prevailing in November 2012 and AWE(b) is the Average Weekly Earnings relating to Staff element of the Price prevailing in November 2011. The resultant difference over 12 months between AWE(a) and AWE(b) will be the relevant AWE figure less 1% for the Staff element.

The April 2014 indexation calculation will utilise the two relevant November AWE figures (November 2013 and 2012) to determine AWE(a) and AWE(b) respectively. Each annual calculation thereafter shall similarly utilise the two prior November AWE figures to calculate the AWE indexation over 12 months less 1% for the Staff element. Where the “Average Weekly Earnings less 1%” calculation results in a negative figure, a 0% AWE figure would apply in the first instance. Where any subsequent AWE less 1% calculation results in a negative AWE figure, the negative AWE figure will apply to the Staff element.

(For illustration the AWE – K54U index for November 2010 was 143).

Indexation (Fuel Element)

3.2.2 For the initial April 2013 indexation, the Fuel element of the Price will be varied by a maximum of the annual percentage change in the Freight Transport Association (Energy Audits and Market Analysis, Average Bulk Diesel Prices). References to the Fuel element to be “indexed” are references to the Fuel proportion of the Price specified in paragraph 3.2.4 multiplied by: Average Bulk Diesel Price (a) divided by Average Bulk Diesel Price (b), where the Average Bulk Diesel Price (a) is the average of the prices for the Fuel element prevailing in January 2013, and (b) is the average of the prices relating to the Fuel element of the Price prevailing in January 2012. The resultant difference over 12 months between Average Bulk Diesel Price (a) and Average Bulk Diesel Price(b) will be the relevant indexation percentage for the Fuel element.

The April 2014 indexation calculation and each annual calculation thereafter will utilise the two relevant Average Bulk Diesel Prices (January 2014 and 2013) to determine Average Bulk Diesel Price (a) and Average Bulk Diesel Price (b) respectively. Each annual calculation thereafter shall similarly utilise the two prior January Average Bulk Diesel Prices figures to determine the percentage difference over 12 months between the Average Bulk Diesel Price (a) and Average Bulk Diesel Price(b) for the Fuel element.

(For illustration the FTA ‘average bulk diesel price’ was 106.38 on 31 January 2011 and 105.68 on 15 January 2011; a monthly average price of 106.03).

3.2.3 References to the Average Weekly Earnings Index (K54U) or Freight Transport Association, Average Bulk Diesel Prices shall include any index that replaces these or, in the absence of a replacement index, such other equivalent indices as the parties may agree or, in the absence of such agreement, as determined in accordance with Clause 38 of Schedule A.

3.2.4 The proportions of the Prices which shall be subject to annual variation are:

	Staff	Fuel	% Not Indexed or subject to annual variation
Core Services (including External Escorts) (Table 1)	61%	6.1%	32.9%
Other Prisoner Escorts (Table 1)	61%	6.1%	32.9%
Hospital Escort and Bedwatch Activity (Table 2)	89.7%	0%	10.3%

3.2.5 During March 2013 and on each anniversary thereafter, the Service Provider shall submit the indexation percentages and its calculation of the variance to the Staff and Fuel elements of the Prices (i.e. the annual variance in the Staff and Fuel elements of the Prices to be applied from April as determined by the application of Clause 3.2.1 and 3.2.2 respectively).

Premises

- 3.3 The Service Provider acknowledges and accepts that the Criminal Justice Partners and Purchaser expect there to be an ongoing and planned programme of changes to the Premises listed in Schedule E (e.g. as new prisons are built to replace some existing prisons, and there are (temporary or permanent) changes to police, court and other Partner Premises) throughout the term of the Contract. The Service Provider therefore accepts that the list of Premises specified in Schedule E will change during the term of the Contract including changes at short notice for reasons such as (but not limited to) building works, weather related factors, or the operational requirements of the Purchaser, the Partners or the National Health Service (NHS).

The Service Provider will therefore provide and ensure operational flexibility in the Services which includes responding to, and undertaking Prisoner Movements to and from any new or alternative Premises addresses which are notified to it during the term of the Contract. Such changes to Premises or any revisions to the time or vehicular access provisions (indicated in Part 2 of Schedule B) will be considered in the context of normal operational activity and **not** as a variation to the Contract affecting the Prices in this Schedule C.

Service Baselines

- 3.4 Any variation of the Service Baselines indicated in Part 2 of Schedule C will be instructed in writing by the Purchaser at its sole option in accordance with Clause 13 of Schedule A.

4 PRICING TABLES

PRICING TABLE 1: PRICE FOR CORE SERVICES (INCLUDING EXTERNAL ESCORTS) AND OTHER PRISONER ESCORTS

Period	CORE SERVICES (INCLUDING EXTERNAL ESCORTS)				OTHER PRISONER ESCORTS			
	Monthly Service Baseline Price	Medium Variant Price	High Variant Price	> High Price	Monthly Service Baseline Price	Medium Variant Price	High Variant Price	> High Price
Year 1 Jan 2012 to Mar 2013	£1,587,910.40	£0.00	£26.08	£52.16	£163,582.87	£73.30	£129.86	£129.86
Year 2 Apr 2013 to Mar 2014	£1,610,292.02	£0.00	£26.48	£52.96	£166,026.89	£74.86	£131.75	£131.75
Year 3 Apr 2014 to Mar 2015	£1,632,476.59	£0.00	£26.90	£53.80	£168,583.10	£80.79	£133.74	£133.74
Year 4 Apr 2015 to Mar 2016	£1,655,563.98	£0.00	£27.35	£54.70	£171,256.68	£87.44	£135.86	£135.86
Year 5 Apr 2016 to Mar 2017	£1,680,698.95	£0.00	£27.82	£55.64	£174,094.21	£95.91	£138.10	£138.10
Year 6 Apr 2017, to Mar 2018	£1,706,849.09	£0.00	£28.33	£56.66	£177,061.62	£99.71	£140.46	£140.46
Year 7 Apr 2018 to the Expiry Date	£1,734,761.05	£0.00	£28.86	£57.72	£180,164.85	£100.78	£142.97	£142.97

PRICING TABLE 2: HOSPITAL ESCORT AND BEDWATCH ACTIVITY

The Purchaser shall pay for Hospital Escort and Bedwatch Activity on a per activity basis based on the period of time that a Prisoner is under the supervision and custody of the Service Provider:

Unit of activity	Price per Activity (£)						
	Year 1 To 31-03-13 £	Year 2 To 31-03-14 £	Year 3 To 31-03-15 £	Year 4 To 31-03-16 £	Year 5 To 31-03-17 £	Year 6 To 31-03-18 £	Year 7 To 31-12-18 £
Per (up to) 4 Hour attendance.	£140.85	£142.51	£144.24	£146.05	£147.96	£149.96	£152.04
Per each hour (or part hour) thereafter.	£35.21	£35.63	£36.06	£36.51	£36.99	£37.49	£38.01

Notes to Pricing Table 2:

- 1) The above standardised Prices are applicable irrespective of the time or the number of days or days of the week (including evenings, weekends, Public or local Holiday dates) that the hospital escort commences or is required.
- 2) The Prices reflect the price to supervise and maintain custody of a Prisoner for the period of hospital attendance / bedwatch (i.e. the per-activity Price is not multiplied by the number of Service Provider Staff engaged in the custody or supervision).
- 3) The calculation of payment of Hospital Escort and Bedwatch Activity will reflect the time / date from the initial attendance at the prescribed location to assume escort responsibility for the custody of the Prisoner, maintaining supervision and custody of the Prisoner in hospital, the return transfer up to the time / date of transfer of responsibility for the Prisoner back to the Purchaser or another relevant authority (i.e. subject to a minimum 4 hour attendance, the Price reflects the actual hours for maintaining each Hospital Escort and Bedwatch Activity for each Prisoner multiplied by the relevant hourly rate drawn from this Table 2) . For the avoidance of doubt, the above Prices are fully inclusive of the collection and return of the Prisoner back to prison.
- 4) The time of initial attendance will commence when the full complement of escort Staff are present to enable the Hospital Escort and Bedwatch Activity to be undertaken and performed in accordance with the Contract.
- 5) For the avoidance of doubt, Hospital and/or Other Approved Healthcare Appointments (Schedule B, paragraph D10) where the Prisoner is escorted, supervised during appointment and returned to prison on the same day are not part of Hospital Escort and Bedwatch Activity and the associated Pricing of this activity specified in this Table 2 or Table 3.
- 6) Where a Prisoner is committed to hospital for an extended period and the Prisoners' condition and/or risk assessment indicates that a lower level of Hospital Escort and Bedwatch Activity by the Service Provider is appropriate to maintain custody and supervision, the parties may agree revised supervision arrangements on a case by case basis. Where such arrangements are enacted, the per hour price for the Hospital Escort and Bedwatch Activity will be varied on a pro-rata basis to reflect the revised Staffing and SPS charged accordingly. Notwithstanding the above, SPS retain the option in exceptional circumstances (acting reasonably) and on a case by case basis: (i) to relieve the Service Provider of responsibility to undertake specific long stay hospital escort & bedwatch, or (ii) SPS elect to perform the hospital escort & bedwatch activity for specific Prisoner(s) using its staff due to reasons of operational imperative and/or risk assessment.

PRICING TABLE 3: PRICE FOR CONTRACT EXTENSION (END OF TERM)

The Purchaser may elect (in accordance with Clause 13 of Schedule A) to extend the term of the Contract beyond the Expiry Date by up to a further three (3) years (in period(s) determined by the Purchaser).

The Price applicable to any such extension(s) shall be no greater than the Prices shown in Pricing Table 3 below unless the Purchaser has already enacted a revision to the Service Baselines.

From Year 2 onwards, the Prices indicated in Pricing Table 3 will be varied through the application of annual indexation. This will utilise the same basis of calculation, proportions and basis of percentage variation indicated in paragraph 3.2 of this Schedule C. Such calculation is intended to maintain the same differential pricing (following indexation of the Service Baseline) between the Service Baseline and +/- variation Prices indicated in Pricing Table 1 and 2.

Time elapsed from the Expiry Date for each possible Extension Period	CORE SERVICES (INCLUDING EXTERNAL ESCORTS)	OTHER PRISONER ESCORTS
	Per Month Price	Per Month Price
Year 1	£1,759,186.94	£183,410.25
Year 2	£1,788,565.02	£186,804.24
Year 3	£1,819,124.62	£190,353.66

Hospital Escort and Bedwatch Activity			
Price per Activity (£). Time elapsed from the Expiry Date for the term of the Extension Period specified in the Contract.			
Unit of activity	Year 1 £	Year 2 £	Year 3 £
Per (up to) 4 Hour attendance.	£154.22	£156.49	£158.86
Per each hour (or part hour) thereafter.	£38.55	£39.12	£39.71

End of Part 1 of Schedule C

**This is Schedule C referred to in the foregoing Contract number 00846 between
the Scottish Ministers and
G4S Care and Justice Services (UK) Limited**

PART 2 OF SCHEDULE C – SERVICE BASELINE VOLUMES AND VARIATION

Figure 1 below provides the Baseline monthly volumes for Prisoner Movements for both Core Services (Including External Services) and Other Prisoner Escorts, and the associated Service Baseline volume Price break-points “+Change above Baseline” where the Prices indicated in Pricing Table 1 of Schedule C are applied (*as shown in the illustrative example*):

Figure 1, Service Baseline

Period	Prisoner Movements per Month					
	Core Services (including External Escorts)			Other Prisoner Escorts		
	Baseline Volume	+ change above Baseline		Baseline Volume	+ change above Baseline	
	Medium Variant	High Variant		Medium Variant	High Variant	
Year 1						
Jan 2012 - Mar 2012	13,700	1,700	2,300	1,040	300	400
Apr 2012 – Mar 2013	13,800	1,700	2,325	1,040	300	400
Year 2						
Apr 2013 – Mar 2014	13,900	1,800	2,425	1,040	300	400
Year 3						
Apr 2014 – Mar 2015	14,000	1,800	2,550	1,075	300	400
Year 4						
Apr 2015 – Mar 2016	14,100	1,800	2,550	1,100	300	400
Year 5						
Apr 2016 – Mar 2017	14,100	2,025	2,775	1,100	350	450
Year 6						
Apr 2017 – Mar 2018	14,200	2,025	2,775	1,125	350	450
Year 7 (part Year)						
Apr 2018 – to the Expiry Date	14,325	2,025	2,850	1,125	350	450

Note:
There is no Service Baseline (minima or maxima) for Hospital Escort and Bedwatch Activity (i.e. the Service Provider will undertake and perform all Hospital Escort and Bedwatch Activity requested by the Purchaser).

Illustrative Example:

In year 2014-15, for a particular month, actual monthly Prisoner Movements under Core Services (including External Escorts) were (e.g. 17,000). The price is calculated based on the:

- First 14,000 Prisoner Movements would reflect the fixed Service Baseline Price; plus
- The next 1,800 Prisoner Movements would be multiplied by the fixed unitary price for the Medium Variant (1,800 x unitary price); plus
- The next 750 Prisoner Movements would be multiplied by the fixed unitary price for the High Variant (750 x unitary price); plus
- The remaining 450 Prisoner movements would be multiplied by the fixed unitary price for >High variant (450 x unitary price).
- The same calculation principles would be applied to activity under Other Prisoner Escorts to determine the total monthly payment due to the Service Provider.

End of Part 2 of Schedule C

**This is Schedule C referred to in the foregoing Contract number 00846 between
the Scottish Ministers and
G4S Care and Justice Services (UK) Limited**

PART 3 OF SCHEDULE C – PURCHASER TRAINING PRICES

The Purchaser shall charge the Service Provider the following rates to access specific Control & Restraint (C&R) training, assessment and licence certification services at the SPS College. These rates include any initial training and periodic assessment of C&R instructors in the proscribed techniques. The training services will be charged as follows:

Activity	Cost £
5 days training and competency assessment	£7,700 (Minimum of 4 and maximum of 14 delegates).
Optional 1 day refresher training	£504 per delegate (Includes the residential option at no additional cost).
1 day annual re-assessment	£269 per delegate.

Notes to Part 3 of Schedule C:

- 1) The Purchaser has included residential (full board) option at no additional cost, but equally not taking up the offer would not attract any discount from the training charges indicated above.
- 2) For the avoidance of doubt, the £7,700 price per course will apply whether there are between 4 or 14 delegates. The Service Provider should note that booked courses where the expected numbers of delegates do not attend, or booked courses are cancelled by the Service Provider, will be chargeable (e.g. if numbers fell below the minimum and the Service Provider elected to cancel).
- 3) All Prices quoted above in this Part 3 of Schedule C exclude VAT. Value Added Tax (VAT) shall be charged (where applicable and appropriate).
- 4) The above training prices are subject to annual review by the Purchaser and will be subject to indexed linked from April 2012. For the initial April 2012 indexation, the Price will be varied by a maximum of the annual percentage change in the Consumer Price Index (CPI) as produced by the Office for National Statistics where: $(CPI(a) \text{ divided by } CPI(b))$, where CPI(a) is the CPI index published in January 2012, and (b) is the CPI index prevailing in January 2011. The resultant difference over 12 months between CPI(a) and CPI(b) will be the relevant percentage applied to the Purchaser Training Prices.

The April 2013 indexation calculation and each annual calculation thereafter will utilise the two relevant CPI figures (January 2013 and 2012) to determine CPI(a) and CPI(b) respectively. Each annual calculation thereafter shall similarly utilise the two prior January CPI figures to determine the percentage difference over 12 months. *(The CPI for January 2011 was 116.9).*

End of Part 3 of Schedule C

THE SCOTTISH PRISON SERVICE

**COURT CUSTODY AND PRISONER ESCORT SERVICES
IN SCOTLAND**

SCHEDULE D

PERFORMANCE MEASURES

CONTRACT NUMBER 00846

**This is Schedule D referred to in the foregoing Contract number 00846 between
the Scottish Ministers and
G4S Care and Justice Services (UK) Limited**

SCHEDULE D – PERFORMANCE MEASURES

Table of Contents

Section A	Principles of Performance Management
Section B	Reporting
Section C	Performance Measures
Section D	Calculation of Tolerance Levels and Service Credits

Section A - Principles of Performance Management

- A1.1 The Service Provider shall monitor and report its performance against the Contract to the Purchaser in accordance with the Performance Measures indicated in this Schedule D. These Performance Measures are separated into two groups:
- ⌚ Group A, states time sensitive Performance Measures relating to the collection, Arrival, departure and return of Prisoners; and
 - ⌚ Group B, states Performance Measures relating to the general management, care, custody and welfare aspects of the Service provisions.
- A1.2 In the event of the Service Provider failing to achieve the relevant requirements of a Performance Measure in a given month, the relevant Service Credit(s) will apply, subject to the provisions of this Schedule D and Schedule A, Clause 14, and be credited to the Purchaser.
- A1.3 Four Performance Measures (A1, A2, B1 and B9) have a Direct Monetary Service Credit for each and every incident. The value of these Direct Monetary Service Credits shall be subject to indexation during the Contract Term as indicated in paragraph D2.2 of this Schedule D.
- A1.4 For all other Performance Measures, a 'point(s) per incident' scheme applies where each Performance Measure incident is recognised, recorded and applied. The value of the Service Credit applicable to each point shall be £20 subject to indexation during the Contract Term as indicated in paragraph D2.2 of this Schedule D.
- A1.5 The Performance Measures specified in Table 3 of this Schedule D include a Tolerance Level set against the actual Prisoner Movement activity undertaken in any given month. Each incident which exceeds the Tolerance Level figure in each month will accrue a Service Credit. For the avoidance of doubt, there are no Tolerance Levels for any other Performance Measures.
- A1.6 Each Performance Measure incident and reporting month will be considered as a separate and discrete incident/reporting period (i.e. performance which is better than the Tolerance Levels in any one month will not offset deficient performance or Service Credit in a subsequent month).
- A1.7 The Performance Measures shall become effective from the Go Live Date.
- A1.8 The calculation of all Performance Measures and Service Credit amounts shall exclude incidents which the Purchaser agrees to accept as either Purchaser Failure or Excusable Failure. The Service Provider's reporting shall identify all such incidents.
- A1.9 Multiple or discrete concurrent Performance Measure incidents within individual Premises shall be recorded as separate incidents, each subject to the relevant Service Credit.
- A1.9.1 Where similar Performance Measures could be applied against any incident or Service Provider Failure only one Performance Measure shall apply and the higher number of performance points (plus any fixed sums) shall accrue, with the exception of Performance Measure B18.
- A1.10 The Purchaser's decision in the matters detailed in this Schedule D shall be final.
- A1.11 The payment of Service Credits and payment of by the Service Provider of any amounts arising under this Schedule D shall not exclude the Purchaser from exercising any other remedies available in the Contract including the right to serve an Improvement Notice or Default Notice on the Service Provider (as per Clause 33 of Schedule A – Terms and Conditions), or for the Purchaser or a Prisoner to initiate a claim against the Service Provider.

Section B - Reporting

B1.1 The Service Provider shall, in accordance with the provisions of Clause 14 of Schedule A, monitor and self report performance against the Performance Measures on a monthly basis and provide a standard performance monitoring data set to the Escort Monitor. This data set shall include monthly reports against all of the Performance Measures detailed in this Schedule D.

B1.2 Multiple Performance Measure failures shall be recorded individually. When submitting such reports to the Purchaser, the Service Provider shall also detail the actions taken by the Service Provider to introduce effective remedies to bring performance up to the required contractual standards.

The Service Provider shall also prepare and submit action plan(s) to the Purchaser identifying on-going performance issues where Purchaser or Criminal Justice Partners action or engagement with the Service Provider is required to reduce the risk of potential and/or repetitive Service Provider Failures.

B1.3 The Service Provider shall ensure that its data and records for Performance Measures are current and up to date at all times. The Service Provider's data and records shall be made available for review and analysis by the Escort Monitor upon request including occasions when these are required to support any investigation, clarification or arbitration of the Service Provider's performance against the contractual standards.

Section C - Performance Measures

The Performance Measures detailed in Tables 1 and 2 relate to each incident where Service Provider Failure leads to a Performance Measure incident:

Table 1: Group A – Performance Measures

	Performance Measure	Definition	Service Credit / Performance Measure Points per incident
A1	Failure to collect a Prisoner.	Where any Prisoner is not collected from a designated Premises or location. For the avoidance of doubt, non-collection also encompasses situations where the Service Provider arrives so late to collect a Prisoner that Prisoner Arrival / attendance at the scheduled activity would not be possible.	Direct Monetary Service Credit £1,000 per each Prisoner
A2	Failure to assume responsibility for a Prisoner requiring Hospital Escort and Bedwatch Activity.	Where the Service Provider fails to assume responsibility for any Prisoner who requires Hospital Escort and Bedwatch Activity in accordance with the timescales specified in Schedule B, paragraphs D11.1 or D11.2.	Direct Monetary Service Credit. The Service Credit is double the equivalent hourly £ Price (drawn from Pricing Table 2 of Schedule C) for each hour (or part hour) that the Service Provider fails to assume responsibility for a Prisoner who requires Hospital Escort and Bedwatch.
A3a	Late collection of Prisoner (Non-Core Services)	Where any Prisoner is collected outwith the time agreed with staff at the relevant Premises specified in paragraph D1.4 of Schedule B. The time of Arrival shall be deemed to be when the vehicle passes the GPS waypoint, where this exists or the time of transfer of responsibility for the Prisoner as formally recorded on the PER.	1 point per Prisoner
A3b	Late Arrival of Prisoner (Non-Core Services)	Where any Prisoner Arrives at any location late and this results in either the: ⌚ Cancellation of the event/appointment; ⌚ Prisoner not appearing or participating in the event or appointment; ⌚ Event / appointment being delayed awaiting the Arrival of the Prisoner.	10 points per Prisoner

A4a	Late Arrival of a Prisoner at court.	Where a Prisoner does not Arrive at a court by the timescales specified in paragraph B4.1 of Schedule B and there is no delay to the proceedings of the court.	1 point per Prisoner
A4b	Late Arrival of a Prisoner at court.	Where a Prisoner does not Arrive at a court by the timescales specified in paragraph B4.1 of Schedule B and this delays the proceedings of the court.	10 points per Prisoner
A5a	Undue delay in liberation of a Prisoner from court.	Where the Service Provider fails to liberate a Prisoner from court within the timescales specified in paragraph C6.6.1 of Schedule B.	1 point per every 15 minutes (or part thereof) per Prisoner from the expiry of the specified time period.
A5b	Undue delay in departure of a Prisoner from court Premises.	Where the Service Provider fails to depart a Prisoner from court Premises to a place of custody within the timescales specified in paragraph B6.3.1 of Schedule B.	1 point per every 15 minutes (or part thereof) per Prisoner from the expiry of the relevant time period.
A6	Late return of a Prisoner to any Prison or Young Offenders Institution.	Failure to return a Prisoner to any prison or young offenders' institution outwith standard operational times as specified in Part 2 of Schedule B. The time of Arrival at the prison shall be deemed to be when the vehicle passes the GPS waypoint (where this exists), or the time of transfer of responsibility as formally recorded on the PER.	10 points per Prisoner.

Table 2: Group B – Performance Measures

ID	Measure	Definition	Service Credit / Performance Measure Points per incident
B1	Prisoner Unlawfully at Large.	Each incident of a Prisoner Unlawfully at Large (excluding Prisoners who Abscond).	Direct Monetary Service Credit £30,000 for each Prisoner.
B2	Security locking and key compromise.	Failure to observe any procedure for security locking and/or key(s) as defined in the Service Provider's Operational Instructions or required by paragraph E3 of Schedule B.	25 points per failure
B3	Failure of security procedures.	Failure to follow any security procedures, as defined in the Service Provider's Operational Instructions or required in paragraphs E1 to E3, E5 to E7, E9 to E12, E14.1, E14.2 and G3.2 of Schedule B.	15 points per failure
B4	Failure to carry out an effective risk assessment.	Failure to carry out a security, or other, risk assessment as defined in the Service Provider's Operational Instructions or required in accordance with paragraphs C3.1.1, C5.3.3, C5.3.4, D1.6, D14.1, E1.1.1, F3.2, F3.2.3 and G15.2 of Schedule B.	15 points per failure
B5	Failure to appropriately gather and/or disseminate intelligence received.	Failure to appropriately gather, record intelligence gathered or received, analyse or disseminate relevant information as specified in paragraph E8 of Schedule B.	15 points per failure

B6	Discovery of Unauthorised or Prohibited Article(s).	Where a Prisoner in the Service Provider's care and custody is found in possession of an Unauthorised or Prohibited Article(s), at the point of hand-over or transfer of responsibility to another agency.	25 points per article
B7	Concerted indiscipline.	Any incident where three or more Prisoners acting together commit a breach of discipline, as defined in Schedule 3 of the Prisoners and Young Offenders Institutions (Scotland) Rules, 2006 (as amended).	20 points per Prisoner
B8	Failure to maintain and/or test contingency plans	Where the Service Provider fails to maintain and/or test a contingency plan for a potential event, or to review the same, in accordance with paragraph E17 and the timescales in E17.5 of Schedule B.	10 points per failure
B9	Death of a Prisoner	Each incident of a death of a Prisoner (excluding natural causes) or each incident where any Prisoner takes his or her own life, by whatever means, whilst in the care and custody of the Service Provider. For the avoidance of doubt this includes an incident which takes place whilst the Prisoner is in the care of the Service Provider which subsequently results in the death of the Prisoner.	Direct Monetary Service Credit £40,000 for each Prisoner
B10	Incident of self harm.	Any incident of deliberate self-harm by a Prisoner which results in a need for medical attention or on-going medical care which is beyond first aid.	10 points per Prisoner
B11	Failure to discharge responsibilities in relation to the custody or safety of Prisoners.	Where the Service Provider fails to discharge its responsibility for the custody or safety of a Prisoner who is in the Service Provider's custody as required in paragraph C3, C4, C7, E12, E14.1 to E14.4, F1.2, F1.4, and F2.3 of Schedule B.	15 points per Prisoner
B12	Failure to provide food or water to a Prisoner, or access to necessary sanitary provision.	Each incident where the Service Provider fails to provide a Prisoner with food or water or with access to the necessary sanitary provisions (including in-transit provisions) as specified in paragraphs C3.1.2, F1.3 and F1.4 of Schedule B.	5 points per failure
B13	Failure to provide appropriate medical services or access to a medical officer.	Each incident where the Service Provider fails to provide appropriate medical care for a Prisoner in accordance with paragraphs E12.4 or F2 of Schedule B.	20 points per Prisoner
B14a	Serious injury assault by a Prisoner on any other person.	An assault by a Prisoner on any other person where that individual requires hospital treatment as an in-patient; or medical treatment for concussion or internal injury; or fracture, scald or burn, stabbing, crushing, extensive or multiple bruising, black eye, broken nose, lost or broken tooth, cut requiring suturing, temporary or permanent blindness or sexual assault. This includes where such injuries are sustained as the result of a fight between Prisoners whilst in the custody of the Service Provider.	50 points per person assaulted

B14b	Minor injury assault by a Prisoner on another person.	An assault by a Prisoner on any other person where that individual suffers graze, scratch, abrasion, minor bruise, swelling or superficial cut. This includes where such injuries are sustained as the result of fight between Prisoners whilst in the custody of the Service Provider.	20 points per person assaulted
B14c	No injury assault by a Prisoner on another person.	An assault by a Prisoner on any other person which results in no physical injury to that individual. This includes a fight between Prisoners.	5 points per person assaulted
B15a	Failure to complete and/or provide documentation	Where the Service Provider fails to fully and accurately complete (excluding immaterial errors) and/or provide a Prisoner Escort Record or other paperwork specified in paragraphs C6.9, E13 and E15 of Schedule B to the Purchaser or relevant agency.	1 point per failure
B15b	Unlawful Detention	Where a failure as described in Performance Measure B15a results in an Unlawful Detention.	30 points per Prisoner
B16a	Complaints	Each complaint regarding the Services, performance of the Services, the Service Provider or Staff that, following investigation, is substantiated by the Purchaser or the Scottish Public Services Ombudsman.	10 per complaint
B16b	Management of Complaints.	Where the Service Provider fails to comply with the requirements and timescales specified in the Service Provider's Operating Instructions or as specified in paragraphs A2.8, E7 or F2.1 of Schedule B.	10 per failure
B17	Failure to comply with agreed reporting procedures.	Failure to provide required reports as specified by the Escort Monitor or required by the Contract.	10 per failure
B18	Failure to report / incorrect reporting of any Performance Measure to the Purchaser.	Where the Service Provider fails to report, fails to report on time or provides an inaccurate report regarding any Performance Measure required by Clause 14.2 of Schedule A to the Purchaser.	50 points per failure
B19	Failure to ensure PCO certification in accordance with the requirements of the Contract	Where the Service Provider fails to ensure PCO certification and display of certificate is undertaken as required in paragraphs G3.1, G5, G7 or G8 of Schedule B.	20 per failure
B20	Member of Service Provider's Staff deemed to be in breach of duty.	Each incident where a member of the Service Provider's Staff is deemed by the Purchaser to be in breach of duty and/or following findings by the Service Provider of misconduct or breach of duty in accordance with the Service Provider's disciplinary policy, or where the incident in question relates directly to delivery of Services under the Contract.	30 per incident

Section D - Calculation of Tolerance Level and Service Credits

D1.1 Tolerance Level

D1.1.1 The following (Table 3) Performance Measures Tolerance Levels shall be linked to actual Prisoner Movement volumes and calculated monthly in arrears:

Table 3: Performance Tolerance Levels

Measure	Escort Volume	Year 1 & 2	Year 3 & 4	Year 5 to 7
A3a	Total number of escorts – Non-Core Services	4%	3%	2%
A3b	Total number of escorts – Non-Core Services	1%	0.5%	0.2%
A4a	Total number of escorts – Core Prisoner Escorts.	8%	6%	4%
A5a	Total number of Prisoners liberated from court.	0.5%	0.25%	0.1%
A5b	Total number of Prisoners returned to custody.	2%	1.5%	1%
A6	Total number of Prisoners returned to custody.	0.5%	0.25%	0.1%

Illustrative example of the application of Performance Tolerance Levels:

In Year 1, month A there are a total of 3,200 escorts to which Performance Measure A3a could apply. 4% of 3,200 = 128. Therefore in Month A, up to 128 incidents of Performance Measure A3a attracts no Service Credit. The 129th Service Provider Failure (and each subsequent failure) = 1 point.

In Year 1, month B there are a total of 3,000 escorts to which Performance Measure A3a could apply. 4% of 3,000 = 120. Therefore in Month B, up to 120 incidents of Performance Measure A3a attract no Service Credit. The 121st Service Provider Failure (and each subsequent failure) = 1 point.

D1.1.2 There are no Tolerance Levels for any Performance Measure not listed above.

D1.1.3 Where the Purchaser elects to extend the term of the Contract beyond Year 7, the performance levels shall be no more than the Year 5 to 7 figures shown above in Table 3.

D2.1 Service Credits

D2.1.1 The Service Credit amount arising from each Performance Measure incident / Service Provider Failure shall be calculated:

- The Points per Performance Measure incident;
multiplied by
- The agreed £ value per Point (as specified in paragraph A1.4 of this Schedule D);
multiplied by
- The number(s) of each Performance Measure incident(s).

D2.1.2 Any sum arising through the application of a Direct Monetary Service Credit shall be calculated by multiplying the number of incidents by the value of the relevant Direct Monetary Service Credit. The Points per Performance Measure incident and the value of the Direct Monetary Service Credit shall be as stated in Tables 1 and 2 of Section C of Schedule D.

The sum arising from these calculations will be paid/credited to the Purchaser as the total monthly Service Credit amount. The value of Service Credits in any given month will be calculated and submitted to the Purchaser within 5 working days of the end of each reporting month.

D2.2 Indexation of Service Credits

All Service Credit amounts (including the four Direct Monetary Service Credits) indicated in this Schedule D shall be recalculated and varied at the same annual indexation date as the Contract Prices as indicated in paragraph 3.2 of Schedule C. The variation in value of each Service Credit shall reflect the total annual percentage (%) variation in the Price when calculated in accordance with Schedule C.

End of Schedule D

COURT CUSTODY AND PRISONER ESCORT SERVICES IN SCOTLAND

SCHEDULE E

PREMISES

CONTRACT NUMBER 00846

**This is Schedule E referred to in the foregoing Contract number 00846 between
the Scottish Ministers and
G4S Care and Justice Services (UK) Limited**

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1. INTRODUCTION

1.1 This Schedule E (and Schedule B, paragraph D8) details the relevant Premises across the range of Criminal Justice Partners where Services are to be performed, or such Premise(s) as the Service Provider may routinely or periodically require to enter to perform elements of the Services. This includes Scottish prisons and young offender institution(s), police custody units (including those with legalised police cells), courts, hospitals or other Premises / locations where Prisoner Movements are undertaken.

For the avoidance of doubt, the Service Provider acknowledges that locations of some of the Non-Core Services specified in Section D of Schedule B will be notified to the Service Provider when the Purchaser confirms and requests that a Prisoner Movement requires to be performed.

1.2 The Service Provider acknowledges and accepts that any update changes, revisions, additions or removal of Premises from the Tables provided in this Schedule E or revisions to the Sherriff boundaries, revisions to the structure of Scottish Police forces and Premises or to the Premises specified in Schedule B, paragraph D8 will be considered in the context of normal operational activity and not as variations to the Contract which affect the Prices in Schedule C.

2. SCOTTISH PRISON LOCATIONS

The following Table lists the Prison Premises in Scotland across which the Services will operate:

	Prison Addresses
1	HM Prison Aberdeen, Craiginches, Aberdeen, AB11 8FN
2	HM Prison Barlinnie, Glasgow, G33 2QX
3	HM Prison & Institution Cornton Vale, Cornton Road, Stirling, FK9 5NY
4	HM Prison Dumfries, Terregles Street, Dumfries, DG2 9AX
5	HM Prison Edinburgh, 33 Stenhouse Road, Edinburgh, EH11 3LN
6	HM Prison and Young Offenders Institution Glenochil, King O'Muir Road, Tullibody, Clackmannanshire, FK10 3AD.
7	HM Prison Greenock, Gateside, Greenock, PA16 9AH
8	HM Prison Inverness, Porterfield, Inverness, IV2 3HH
9 & 10	The Open Estate comprises two separate locations which are approximately 30 miles apart: HM Prison Noranside, Fern, By Forfar, Angus, DD8 3QY and HM Prison Castle Huntly, Longforgan, Nr Dundee, DD2 5HL
11	HM Prison Perth, 3 Edinburgh Road, Perth, PH2 8AT
12	HM Prison Peterhead, Aberdeenshire, AB42 2YY
13	HM Young Offenders Institution Polmont, Brightons, Falkirk, FK2 0AB
14	HM Prison Shotts, Shotts, Lanarkshire, ML7 4LE
15	HM Prison Kilmarnock, Bowhouse, Mauchline Road, Kilmarnock, KA1 5AA
16	HM Prison Addiewell, 9 Station Road, Addiewell, West Lothian, EH55 8GF
17	HM Prison Low Moss, Bishopbriggs, Glasgow, G64 2QB
18	For information: SPS Headquarters, Calton House, 5 Redheughs Rigg, Edinburgh, EH12 9HW
19	SPS College, Newlands Road, Brightons, Falkirk, FK 2 0DE
<p>Note: SPS have planned a rolling estate development plan which reflects plans to see the major development of a number of prison sites over the coming years. Some of these are intended to replace existing prison facilities outlined above e.g. HMP Grampian (in lieu of HMP Peterhead and Aberdeen). In the longer term, SPS would intend to create: HMP Highland (in lieu of HMP Inverness), and HMP Inverclyde (in lieu of HMP Greenock).</p>	

3. SCOTTISH POLICE FORCE LOCATIONS

The following Tables list the Police locations and Premises in Scotland across which the Services will operate:

3.1 Police Stations with Custody Units

Location	Address	Post Code
Aberdeen	Queen Street, Aberdeen	AB10 1ZA
Alloa	Mar Place, Alloa	FK10 1AA
Alness	Police Station, Obsdale Road, Alness	IV17 0TU
Arbroath	Gravesend, Arbroath	DD11 1HT
Aviemore	Grampian Road, Aviemore	PH22 1RT
Ayr	King Street, Ayr	KA8 0BU
Baird St	6 Baird Street, Glasgow	G40 EZ
Banff	High Shore, Banff	AB45 1HN
Bellshill	5 Thorn Road, Bellshill (being used to for the detention of female prisoners)	ML4 1PB
Benbecula (Isle of)	Benbecula Police Station, Balivanich, Isle of Benbecula	HS7 5LA
Bucksburn	Inverurie Road, Bucksburn	AB21 9AP
Campbeltown	Castlehill, Campbeltown	PA28 6AN
Cathcart	744 Aikenhead Road, Glasgow	G42 0NS
Clydebank	50 Montrose Street, Clydebank	G81 2QD
Coatbridge	Whittington Street, Coatbridge	ML5 3AD
Cowdenbeath	Stenhouse Street, Cowdenbeath	KY4 9DG
Craigmillar	161 Duddingston Road West, Edinburgh	EH16 4UY
Cumbernauld	South Muirhead Road, Cumbernauld	G67 1AX
Cumnock	Ayr Road, Cumnock	KA18 1EF
Cupar	Carslogie Road, Cupar, Fife	KY15 4HY
Dalkeith	Newbattle Road, Dalkeith	EH22 3AX
Dingwall	Bridaig High Street, Dingwall	IV15 9QH
Dornoch	Argyle Street, Dornoch	IV25 3LA
Drylaw	701 Ferry Road, Edinburgh	EH4 2TY
Dumbarton	Stirling Road Overtoun, Dumbarton	G82 3PT
Dumfries	Loreburn Street, Dumfries	DG1 1HP
Dundee	West Bell Street, Dundee	DD1 9JU
Dunfermline	Holyrood Place, Dunfermline, Fife	KY12 7PA
Dunoon	Argyll Road, Dunoon	PA23 8ES
East Kilbride	Andrew Street, East Kilbride	G74 1AA
Elgin	Moray Street, Elgin	IV30 1JH
Ellon	Bridge Street, Ellon	AB41 9AX
Falkirk	West Bridge Street, Falkirk	FK1 5AP
Forfar	West High Street, Forfar	DD8 1BP
Forres	Victoria Road, Forres	IV36 3BN
Fort William	High Street, Fort William	PH33 6EE
Fraserburgh	71/73 Finlayson Street, Fraserburgh	AB43 9JQ
Gayfield	2 Gayfield Square, Edinburgh	EH1 3NW
Glasgow	British Transport Police, Cowcaddens, 90 Cowcaddens Road, Glasgow	G4 0LU
Glasgow	Cathcart , 744 Aitkenhead Rd, Glasgow	G42 0NS
Glenrothes	Napier Road, Glenrothes	KY6 1HN
Greenock	160 Rue End Street, Greenock	PA15 1HX
Hamilton	Campbell Street, Hamilton	ML3 6AT
Hawick	Wilton Hill, Hawick	TD9 8BA
Helen St	923 Helen Street, Glasgow	G52 1EE
Inverness	Burnett Road, Inverness	IV1 1RL

Location	Address	Post Code
Inverurie	Blackhall Road, Inverurie	AB25 3QD
Kilmarnock	10 St Marnock Street, Kilmarnock	KA1 1PJ
Kirkcaldy	St. Brycedale, Kirkcaldy, Fife	KY1 1EU
Kirkintilloch	45 Southbank Drive, Kirkintilloch (no holding facility)	G66 1XJ
Kirkwall	Watergate, Kirkwall, Orkney	KW15 1PD
Lanark	27 Westport, Lanark,	ML11 9HD
Lerwick	Market Street, Lerwick, Shetland	ZE1 0JN
Levenmouth	Sea Road, Methil, Leven, Fife	KY8 3DE
Livingston	West Lothian Civic Centre, Howden Road South, Livingston	EH54 6FF
Lochgilphead	Lochnell Street, Lochgilphead, Argyll	PA31 8JJ
Lochmaddy	Police Station, Lochmaddy, Western Isles	HS6 5AE
London Rd	851 London Road, Glasgow	G40 3RX
Maryhill Rd	1380 Maryhill Road, Glasgow	G20 9TX
Motherwell	217 Windmill Street, Motherwell	ML1 1RZ
Newton Stewart	Arthur Street, Newton Stewart	DG8 6DE
Oban	Albany Street, Oban	PA34 4AL
Paisley	Mill Street, Paisley	PA1 1JU
Partick	609 Dumbarton Road, Glasgow	G11 6HY
Peebles	Rosetta Road, Peebles	EH45 8HH
Perth	Barrack Street, Perth	PH1 5SF
Peterhead	Merchant Street, Peterhead	AB42 6BU
Portree	Somerled Square, Portree, Skye	IV51 9EH
Rothesay	High Street, Rothesay, Bute	PA20 9AZ
Rutherglen	King Street, Rutherglen, Glasgow	G73 1DG
Saltcoats	Glencairn Street, Saltcoats	KA21 5JT
St Leonards	St Leonards Street, Edinburgh	EH8 9QW
Stewart St	50 Stewart Street, Glasgow	G4 OHY
Stirling	Randolphfield, Stirling	FK8 2HD
Stonehaven	High Street, Stonehaven	AB39 2JD
Stornoway	Church Street, Stornoway, Western Isles	IV51 9EH
Stranraer	Port Rodi, Stranraer	DG9 8EG
Tain	Victoria Road, Tain, Ross Shire	IV19 1AU
Wester Hailes	49, Dumbryden Drive, Edinburgh	EH14 2QR
Wick	Bridge Street, Wick, Caithness	KW1 4AW
Wishaw	100 Stewarton Street, Wishaw	ML2 8AG

3.2 Legalised Police Cells

Location	Address	Post Code
Aberdeen	Queen Street, Aberdeen	AB10 1ZA
Campbeltown	Castlehill, Campbeltown	PA28 6AN
Dunoon	Argyll Road, Dunoon	PA23 8ES
Hawick	Wilton Hill, Hawick	TD9 8BA
Kirkwall	Watergate, Kirkwall	KW15 1PD
Lerwick	Market Street, Lerwick,	ZE1 0JN
Lochmaddy	Police Station, Lochmaddy, Western Isles	HS6 5AE
Oban	Albany Street, Oban	PA34 4AL
Stornoway	Church Street, Stornoway	HS1 2JD
Thurso	Olrig Street, Thurso, Caithness	KW14 7JA

3.3 Police Stations with ID Facilities (*denotes Video Identification Parade Electronic Recording (VIPER) facilities)

Location	Address	Post Code
*Aberdeen	Queen Street, Aberdeen	AB10 1ZA
Airdrie	Anderson Street, Airdrie	ML6 0AA
Alexandria	Hill Street, Alexandria, Dumbarton	G83 0DU
Arbroath	Arbroath Police Office, Gravesend, Arbroath, Angus	DD11 1HT
Ayr	King Street, Ayr	KA8 0BU
Baird St	6 Baird Street, Glasgow	G40 EZ
Banff	High Shore, Banff	AB45 1HN
Clydebank	50 Montrose Street, Clydebank	G81 2QD
*Coatbridge	Whittington Street, Coatbridge	ML5 3AD
*Dumbarton	Stirling Road, Overtoun, Dumbarton	G82 3PT
*Dumfries	Loreburn Street, Dumfries	DG1 1HP
*Dundee	West Bell Street, Dundee	DD1 9JU
Falkirk	West Bridge Street, Falkirk	FK1 5AP
*Elgin	Moray Street, Elgin	IV30 1JH
Fraserburgh	71/73 Finlayson Street, Fraserburgh	AB43 9JQ
Glenrothes	Napier Road, Glenrothes	KY6 1HN
Greenock	160 Rue End Street, Greenock	PA15 1HX
*Hamilton	Campbell Street, Hamilton	ML3 6AT
*Helen St	923 Helen Street, Glasgow	G52 1EE
*Inverness	Burnett Road, Inverness	IV1 1RL
Inverurie	Blackhall Road, Inverurie	AB25 3QD
*Kirkcaldy	St. Brycedale, Kirkcaldy, Fife	KY1 1EU
Kirkintilloch	45 Southbank Drive, Kirkintilloch	G66 1XJ
*Livingston	Almondvale South, Livingston	EH54 6NB
*London Rd	851 London Road, Glasgow	G40 3RX
*Maryhill Rd	1380 Maryhill Road, Glasgow	G20 9TX
Oban	Albany Street, Oban	PA34 4AL
*Paisley	Mill Street, Paisley	PA1 1JU
Partick	609 Dumbarton Road, Glasgow	G11 6HY
Perth	Barrack Street, Perth	PH1 5SF
*Saltcoats	Glencairn Street, Saltcoats	KA21 5JT
*St Leonards	St Leonards Street, Edinburgh	EH8 9QW
*Stewart St	50 Stewart Street, Glasgow	G4 0HY
*Stirling	Randolphfield, Stirling	FK8 2HD
*Stranraer	Port Rodi, Stranraer	DG9 8EG

4. COURT PREMISES

The following Tables list the courts locations in Scotland across which the Services will operate:

4.1 Criminal Appeal Court

The Criminal Appeal Court normally has its permanent location as Parliament House, Edinburgh.

Location	Address	Post Code
Criminal Appeal Court	Parliament House, Edinburgh	EH1 1RQ
Criminal Appeal Court	Lawnmarket, Edinburgh (temporary location due to the ongoing redevelopment of the court estate)	EH1 1RQ

4.2 High Court of Justiciary

The High Court of Justiciary has a permanent location at Lawnmarket, Edinburgh; Saltmarket, Glasgow and Mercatgait, Aberdeen. Technically, if the Lord Justice General authorises a special sitting of the High Court of Justiciary the court could sit in any Sheriff Court (that could accommodate it).

The annual sitting order is produced to meet business need and where Sheriff Courts that are usually used are undergoing refurbishment etc, the High Court sits in another location in the interim. It is therefore not possible to specify particular courts where the High Court will always, or never, sit.

High Court of Justiciary – Permanent Locations

Location	Address	Post Code
Aberdeen ¹	Mercatgait, Aberdeen	AB10 1WP
Edinburgh	Lawnmarket, Edinburgh	EH1 1RQ
Glasgow	1 Mart Street, Glasgow	G1 5JT

¹ Sheriff Court business is held in the courtroom of the High Court at Aberdeen when the High Court is not present on circuit. Although not listed due to its civil jurisdiction, there may exceptionally be occasions when criminal matters may be heard in a courtroom in the Court of Session building at Parliament Square, Edinburgh.

High Court of Justiciary – Typical locations within Sheriff Courts

Location	Address	Post Code
Airdrie	Graham Street, Airdrie	ML6 6EE
Dumbarton	Church Street, Dumbarton	G82 1QR
Dumfries	Buccleuch Street, Dumfries	DG1 2AN
Dundee	6 West Bell Street, Dundee	DD1 9AD
Dunfermline	1/6 Carnegie Drive, Dunfermline	KY12 7HJ
Falkirk	Main Street, Camelon, Falkirk	FK1 4AR
Greenock	1 Nelson Street, Greenock	PA15 1TR
Inverness	The Castle, Inverness	IV2 3EG
Kilmarnock	St Marnock Street, Kilmarnock	KA1 1ED
Livingston	West Lothian Civic Centre, Howden Road South, Livingston	EH54 6FF
Paisley	St James Street, Paisley	PA3 2HW
Perth	Tay Street, Perth	PH2 8NL
Stirling	Viewfield Place, Stirling	FK8 1NH

4.3 Sheriff Boundaries

The following Table illustrates the Sheriff boundaries (at December 2010) in Scotland across which the Services will operate:

Glasgow and Strathkelvin	Grampian Highland and Islands	Lothian and Borders	North Strathclyde	South Strathclyde Dumfries and Galloway	Tayside Central and Fife
Glasgow Sheriff Court District	Sheriff Court Districts of Aberdeen Banff Dingwall Dornoch Elgin Fort William Inverness Kirkwall Lerwick Lochmaddy Peterhead Portree Stonehaven Stornoway Tain Wick	Sheriff Court Districts of Duns Edinburgh Haddington Jedburgh Livingston Peebles Selkirk	Sheriff Court Districts of Campbeltown Dumbarton Dunoon Greenock Kilmarnock Oban Paisley Rothsay	Sheriff Court Districts of Airdrie Ayr Dumfries Hamilton Kirkcudbright Lanark Stranraer	Sheriff Court Districts of Alloa Arbroath Cupar Dundee Dunfermline Falkirk Forfar Kirkcaldy Perth Stirling

4.3.1 Sheriff Courts

The following Table lists the Sheriff Courts in Scotland across which the Services will operate:

Location	Address	Post Code
Aberdeen	Castle Street, Aberdeen	AB10 1WP
Airdrie	Graham Street, Airdrie	ML6 6EE
Alloa	Mar Street, Alloa	FK10 1HR
Arbroath	Town House, 88 High Street, Arbroath	D11 1HL
Ayr	Wellington Square, Ayr	KA7 1DR
Banff	Low Street, Banff	AB45 1AU
Campbeltown	Castle Hill, Campbeltown	PA28 6AN
Cupar	County Buildings, St Catherine Street, Cupar	KY15 4LX
Dingwall	Ferry Road, Dingwall, Ross-shire	IV15 9QX
Dornoch	Castle Street, Dornoch	IV25 3FD
Dumbarton	Church Street, Dumbarton	G82 1QR
Dumfries	Buccleuch Street, Dumfries	DG1 2AN
Dundee	6 West Bell Street, Dundee	DD1 9AD
Dunfermline	1/6 Carnegie Drive, Dunfermline	KY12 7HJ
Dunoon	George Street, Dunoon	PA23 8BQ
Duns	8 Newtown Street, Duns	TD11 3DU
Edinburgh	Chambers Street, Edinburgh	EH1 1LB
Elgin	High Street, Elgin, Moray	IV30 1BU
Falkirk	Main Street, Camelon, Falkirk	FK1 4AR
Forfar	Market Street, Forfar	DD8 3LA
Fort William	High Street, Fort William	PH33 6EE
Glasgow	PO Box 23, 1 Carlton Place, Glasgow	G5 9DA
Greenock	1 Nelson Street, Greenock	PA15 1TR
Haddington	Court Street, Haddington	EH41 3HN

Location	Address	Post Code
Hamilton	4 Beckford Street, Hamilton	ML3 0BT
Inverness	The Castle, Inverness	IV2 3EG
Jedburgh	Castlegate, Jedburgh	TD8 6AR
Kilmarnock	St Marnock Street, Kilmarnock	KA1 1ED
Kirkcaldy	Whytescauseway, Kirkcaldy	KY1 1XQ
Kirkcudbright	High Street, Kirkcudbright	DG6 4JW
Kirkwall	Watergate, Kirkwall, Orkney	KW15 1PD
Lanark	Hozier House, Hyndford Road, Lanark (From Dec 03/Jan 04, 24 Hope Street, Lanark)	ML11 9BB
Lerwick	King Erik Street, Lerwick, Shetland	ZE1 0HD
Livingston	West Lothian Civic Centre, Howden Road South, Livingston	EH54 6FF
Lochgilthead	Lochnell Street, Lochgilthead	PA31 8JJ
Lochmaddy	Lochmaddy, North Uist	PA82 5AE
Oban	Albany Street, Oban	PA34 4AL
Paisley	St James Street, Paisley	PA3 2AW
Peebles	High Street, Peebles (Presently being held in Selkirk Sheriff Court)	EH45 8SW
Perth	Tay Street, Perth	PH2 8NL
Peterhead	Queen Street, Peterhead	AB42 6TP
Portree	Somerled Square, Portree, Isle of Sky	IV51 9EH
Rothesay	Castle Street, Rothesay	PA20 9HA
Selkirk	Ettrick Terrace, Selkirk	TD7 4LE
Stirling	Viewfield Place, Stirling	FK8 1NH
Stonehaven	Dunnottar Avenue, Stonehaven	AB3 2JH
Stornoway	Lewis Street, Stornoway, Isle of Lewis	PA87 2JF
Stranraer	Lewis Street, Stranraer	DG9 7AA
Tain	High Street, Tain	IV19 1AB
Wick	Bridge Street, Wick	KW1 4AJ

4.4 Justice of the Peace Courts

The following Table lists the Justice of the Peace Courts in Scotland across which the Services will operate:

Location	Address	Post Code
Aberdeen	Castle Street, Aberdeen	AB10 1WP
Alloa	Mar Street, Alloa	FK10 1HR
Annan	Council Offices, High Street, Annan	DG12 6AQ
Arbroath	Town House, 88 High Street, Arbroath	DD11 1HL
Ayr	29 New Bridge Street, Ayr	KA7 1JX
Banff	Low Street, Banff	AB45 1AU
Campbeltown	Castle Hill, Campbeltown (in Sheriff Court building)	PA28 6AN
Coatbridge	453 Main Street, Coatbridge	ML5 3RF
Cumbernauld	Council Offices, Bron Way, Cumbernauld	G67 1DZ
Cupar	County Buildings, St Catherine Street, Cupar	KY15 4LX
Dingwall	Ferry Road, Dingwall	IV15 9QX
Dornoch	Castle Street, Dornoch	IV25 3FD
Dumbarton	Church Street, Dumbarton	G82 1QR
Dumfries	Municipal Chambers, 75 Buccleuch Street, Dumfries	DG1 2AD
Dundee	6 West Bell Street, Dundee	DD1 9AD
Dunfermline	1/6 Carnegie Drive, Dunfermline	KY12 7HJ
Dunoon	George Street, Dunoon (in Sheriff Court)	DA23 8BQ
Duns	8 Newton Street, Duns	TD11 3DU
Edinburgh	Chambers Street, Edinburgh	EH1 1LB
Elgin	High Street, Elgin	IV30 1BU

Location	Address	Post Code
Falkirk	Main Street, Camelon, Falkirk	FK1 4AR
Forfar	Market Street, Forfar	DD8 3LA
Fort William	High Street, Fort William	PH33 6EE
Glasgow	21 St Andrew's Street, Glasgow	G1 5PW
Greenock	Sheriff Court House, 1 Nelson Street, Greenock	PA15 1TR
Haddington	Court Street, Haddington	EH41 3HN
Hamilton	Campbell Street, Hamilton	ML3 6AT
Inverness	The Castle, Inverness	IV2 3EG
Irvine	Town House, 66 High Street, Irvine	KA12 0AZ
Jedburgh	Castlegate, Jedburgh	TD8 6AR
Kilmarnock	Civic Centre, John Dickie Street, Kilmarnock	KA1 1BY
Kirkcaldy	Whytescauseway, Kirkcaldy	KY1 1XQ
Kirkcudbright	High Street, Kirkcudbright(In Sheriff Court)	DG56 4JW
Lanark	24 Hope Street, Lanark (In Sheriff Court)	ML11 9BP
Livingston	Almondvale Boulevard, Livingston	EH54 6QZ
Lochgilphead	Lochnell Street, Lochgilphead (annex to Police Station)	PA31 8JJ
Motherwell	PO Box 14, Civic Centre, Motherwell	ML1 1TW
Oban	Albany Street, Oban (in Sheriff Court)	PA34 4AL
Paisley	Mill Street, Paisley	PA1 1TT
Peebles	Council Buildings, Rosetta Road, Peebles	EH45 8JU
Peterhead	Queen Street, Peterhead	AB42 1TP
Portree	Somerled Square, Portree	IV51 9EH
Selkirk	Ettrick Terrace, Selkirk	TD7 4LE
Stirling	Viewfield Place, Stirling	FK8 1NH
Stonehaven	Dunnottar Avenue, Stonehaven	AB39 2JH
Stornoway	Lewis Street, Stornoway	HS1 2JF
Stranraer	Lewis Street, Stranraer	DG9 7AA
Tain	High Street, Tain	IV19 1AB
Wick	Bridge Street, Wick	KW1 4AJ

Note:

Work is currently underway within SCS to combine a number of the split court sites where there is both a Sheriff and JP court building (e.g. where the JP court will be accommodated within the existing Sheriff Court building). Amalgamation of the Paisley JP site is scheduled for April 2011; Kilmarnock JP in April 2011; Ayr JP in July 2011 and the Glasgow JP site will combine with the Sheriff Court during 2012.

5. PSYCHIATRIC HOSPITALS

The following psychiatric Hospitals are routinely used to detain Prisoners subject to a Hospital Order under the Criminal Procedure (Scotland) Act 1995 or subject to detention under the Mental Health (Scotland) Act 1984. Additional National Health Services hospitals that may occasionally be utilised to detain Prisoners under the above Legislation will be notified to the Service Provider when required as part of a Prisoner Movement request.

Name / Location	Address	Post Code
Ailsa Hospital	Dalmellington Road, Ayr	KA6 6AB
Argyll & Bute Hospital	Blarbuie Road, Lochgilphead, Argyll	PA31 8LD
Bellsdyke Hospital	Bellsdyke Road, Larbert	FK5 4SF
Crichton Royal Hospital	Glencaple Road, Dumfries	DG1 4TG
Crosshouse Hospital	Crosshouse Psychiatry Unit, Kilmarnock Road, Kilmarnock	KA2 0BE
Douglas Inch	Woodside Terrace, Glasgow	G3 7UY
Dykebar Hospital	Grahamston Road, Paisley	PA2 7DE
Falkirk & District Royal Infirmary	Wards 18 & 19, Royal Infirmary, Majors Loan, Falkirk	FK1 5QE
Gartnavel Royal Hospital	1055 Great Western Road, Glasgow	G12 0XH
Hartwoodhill Hospital	Hartwood, Shotts	ML7 4LA
Herdmanflat Hospital	Aberlady Road, Haddington, East Lothian	EH41 3BU
Huntlyburn House	Melrose	TD6 9BD
Inverclyde Royal Hospital	Larkfield Road, Greenock	PA16 0XN
Ladysbridge Hospital	Ladysbridge, Banff	AB45 2JS
Leverndale Hospital	510 Crookston Road, Glasgow	G53 7TU
Monklands Hospital	Psychiatric Unit, Monkscourt Avenue, Airdrie	ML6 0JS
Murray Royal Hospital	Muirhall Road, Perth	PH2 7BH
New Craigs Hospital	6-16 Leachkin Road, Inverness	IV3 8NP
Orchard Clinic at Royal Edinburgh Hospital	Morningside Place, Edinburgh	EH10 5HF
Parkhead Hospital	81 Salamanca Street, Glasgow	G31 5ES
Ravensraig Hospital	Inverkip Road, Greenock	PA16 9HA
Rosslynlee Hospital	Roslin, Midlothian	EH25 9QE
Rowanbank Clinic	133c Balornock Road, Glasgow	G21 3UL
Royal Cornhill Hospital	26 Cornhill Road, Aberdeen	AB25 2ZH
Royal Dundee Liff Hospital	Liff, Dundee	DD2 5NF
Southern General Hospital	Psychiatric Unit, 1345 Govan Road, Glasgow	G51 4TF
St John's Hospital at Howden	Howden Road West, Livingston, West Lothian	EH54 6PP
St Michael's Cottage	Craigs Road, Dumfries	DG1 4UT
Stobhill Hospital	Mackinnon House, 133 Balornock Road, Glasgow	G21 3UW
Stratheden Hospital	Springfield, Stratheden, Cupar	KY15 5RR
Strathmartine Hospital	Strathmartine, Dundee	DD3 0PG
Sunnyside Royal Hospital	Hilside, Montrose	DD10 9JP
The State Hospital	Carstairs, Lanark	ML11 8RP
Vale of Leven District General Hospital	North Main Street, Alexandria	G83 0UA
William Fraser Centre	Tipperlinn Road, Morningside, Edinburgh	EH10 5HF
Woodlands Hospital	Cults, Aberdeen	AB25 3XZ

6. NATIONAL HEALTH SERVICE HOSPITALS

The following Table lists the hospital Premises in Scotland where Hospital Escort and Bedwatch Activity and/or Prisoner Movements may be required:

Region	Establishment	Address	Postcode
Ayrshire & Arran	Arran War Memorial Hospital	Lamlash, Isle of Arran	KA27 8LF
	Ayrshire Central Hospital	Kilwinning Road, Irvine	KA12 8SS
	Kirkcaldside Hospital	Kirkcaldside, Kilmarnock, Ayrshire	KA1 5LH
	Lady Margaret Hospital	College St, Millport, Isle of Cumbrae	KA28 0HF
	Crosshouse Hospital	Kilmarnock Road, Kilmarnock, Ayrshire	KA2 0BE
	Brooksby Day Hospital	18 Greenock Road, Largs	KA30 8NE
	Strathlea Resource Centre	Holmes Road, Kilmarnock	KA1 1TR
	Ailsa Hospital	Dalmellington Road, Ayr	KA6 6AB
	Maybole Day Hospital	6 High Street, Maybole	KA19 7BY
	Davidson Cottage Hospital	The Avenue, Girvan	KA26 9DS
	Biggart Hospital	Biggart Road, Prestwick	KA9 2HQ
	Ayr Hospital	Dalmellington Road, Ayr	KA6 6DX
	Arrol Park Resource Centre	10 Doonfoot Road, Ayr	KA7 4DW
	Hartfield House	1 Racecourse View, Ayr	KA7 2TS
	Three Towns Resource Centre	Nelson Road, Saltcoats	KA21 5RF
	Community Hospital	Ayr Road, Cumnock	KA18 1EF
New Girvan Hospital	Vicarton Street, Girvan, Ayrshire	KA26 9HF	
Borders	The Knoll Hospital	Station Road, Duns	TD11 3EL
	Galavale House	Tweed Road, Galashiels	TD1 3EB
	Hawick Community Hospital	Victoria Road, Hawick	TD9 7AH
	Andrew Lang Unit	Viewfield House, Selkirk	TD7 4LH
	Kelso Hospital	Inch Road, Kelso	TD5 7JP
	Hay Lodge Hospital	Neidpath Road, Peebles	EH45 8JG
	Borders General Hospital	Melrose,	TD6 9BS
	Hawick Psychiatric Day Hospital	19 Princes Street, Hawick	TD9 7EJ
	Hawick Psychogeriatric Day Hospital	West Port, Drumlanrig Square, Hawick	TD9 0BG
	Peebles Psychogeriatric Day Hospital	Firholm, Innerleithen Road, Peebles	EH45 8BD
	Galashiels Psychogeriatric Day Hospital	Sime Place, Galashiels	TD1 1ST
	Peebles Psychiatric Day Hospital	Tweed Green, Peebles	EH45 8AR
	Eyemouth Day Hospital	Houndlaw Park, Eyemouth	TD14 5DA
	Crumhaugh House	Crumhaugh Road, Hawick	TD9 0BA
	Melburn Lodge	Borders General Hospital, Melrose	TD6 9BS
Huntlyburn House	Melrose,	TD6 9BD	
Dumfries & Galloway	Castle Douglas Community Hospital	Academy Street, Castle Douglas	DG7 1EE
	Crichton Royal Hospital	Glencaple Road, Dumfries	DG1 4TG
	Dumfries & Galloway Royal Infirmary	Bankend Road, Dumfries	DG1 4AP
	Nithbank Hospital	Nithbank, Dumfries	DG1 2SA
	Kirkcudbright Cottage Hospital	Townend, Kirkcudbright	DG6 4BE
	Thomas Hope Hospital	Langholm,	DG13 0JX
	Lochmaben Hospital	Lochmaben, Lockerbie	DG11 1RQ
	Moffat Community Hospital	Holmend, Moffat	DG10 9JY
	Newton Stewart Hospital	Newton Stewart,	DG8 6LZ
	Thornhill Hospital	Thornhill,	DG3 5AA
	Annan Hospital	Stapleton Road, Annan	DG12 6NQ
	Netherlea	Bankend Road, Dumfries	DG1 4AL
	Cromarty	Sun Street, Stranraer	DG9 7JL
	Linfen	102 Glebe Street, Dumfries	DG1 2LH
	Oakfield	Kingholm Road, Dumfries	DG1 4SR
	Huntingdon Community Day Centre	32 Lovers Walk, Dumfries	DG1 1LP
	Cameron House	1/1a Nithbank, St Michael Street, Dumfries	DG1 2RZ

Dumfries & Galloway	Wellgreen Cottages	Glencaple Road, Dumfries	DG1 4TD
	Innistaigh	Dalrymple Street, Stranraer	DG9 7EH
	Ladyfield Hospital	Glencaple Road, Dumfries	DG1 4TE
	Cardoness	Bankend Road, Dumfries	DG1 4TG
	Kerrera	Prestonfield Road, Annan	DG12 5HF
	Treastaigh	Stapleton Road, Annan	DG12 6JP
	Nithview Day Hospital	Nithbank, Dumfries	DG1 2SD
	Laurel Bank (CETU)	Nithbank, Dumfries	DG1 2SA
	Holly Cottage (CETU)	Nithbank, Dumfries	DG1 2SA
	Heather Lodge (CETU)	Nithbank, Dumfries	DG1 2SA
	Lahraig (CETU)	Nithbank, Dumfries	DG1 2SA
	Lismore	41A Prestonfield Road, Annan	DG12 5HJ
	Darataigh	Dalrymple Street, Stranraer	DG9 7EH
	Galloway Community Hospital	Dalrymple Street, Stranraer	DG9 7DQ
	Fife	Cameron Hospital	Cameron Bridge, Windygates, Fife
Netherlea Hospital		65 West Road, Newport-on-Tay	DD6 8HR
Victoria Hospital		Hayfield Road, Kirkcaldy	KY2 5AH
Forth Park Hospital		Bennochry Road, Kirkcaldy	KY2 5RA
Adamson Hospital		Bank Street, Cupar	KY15 4JG
St Andrews Community Hospital		Abbey Walk, St Andrews	KY16 9LG
Randolph Wemyss Memorial Hospital		Wellesley Road, Buckhaven	KY8 1HU
Whytemans Brae Hospital		Whytemans Brae, Kirkcaldy	KY1 2ND
Stratheden Hospital		Stratheden, Cupar	KY15 5RR
Weston Day Hospital		West Port, Cupar	KY15 4AN
Glenrothes Hospital		Lodge Rise, Glenrothes, Fife	KY7 5TG
Queen Margaret Hospital		Whitefield Road, Dunfermline	KY12 0SU
Townhill Day Hospital		Muir Road, Dunfermline	KY12 0EG
Lynebank Hospital		Halbeath Road, Dunfermline	KY11 4UW
Forth Valley	Falkirk and District Royal Infirmary	Majors Loan, Falkirk	FK1 5QE
	Bo'ness Hospital	Dean Road, Bo'ness	EH51 0DH
	Bellsdyke Hospital	Bellsdyke Road, Larbert	FK5 4SF
	Bonnybridge Hospital	Falkirk Road, Bonnybridge	FK4 1BD
	Bonnybridge Day Hospital	Falkirk Road, Bonnybridge	FK4 1BD
	Windsor Unit Day Hospital	Falkirk Royal Infirmary, Majors Loan, Falkirk	FK1 5QE
	Westbank Day Hospital	Westbank, Falkirk	FK1 5RT
	Craigenhall (& Trial Living Accommodation)	34 Camelon Road, Falkirk	FK1 5SH
	Mental Health & Long Stay Geriatric Services	Falkirk Royal Infirmary, 1 Majors Loan, Falkirk	FK1 5QE
	Stirling Royal Infirmary	Livilands Gate, Stirling	FK8 2AU
	Bannockburn Hospital	Bannockburn, Stirling	FK7 8AH
	Stirling Mental Health Resource Centre	146 Drip Road, Stirling	FK8 1RW
	Orchard House Day Hospital	9 Union Street, Stirling	FK8 1PA
	Ochilbank/Ochilcrest	28/28a Ochil Road, Alva	FK12 5JT
	Orchard House Hospital	9 Union Street, Stirling	FK8 1PA
	Stirling Mental Health Unit	Stirling Royal Infirmary, Livilands Gate, Stirling	FK8 2AU
	Dunrowan Acute Day Hospital	Maggiewood Loan, Falkirk	FK1 5EH
	Lochview Hospital	Stirling Road, Larbert	FK5 4SE
	Bungalows/Red Lodge	Stirling Road, Larbert, Stirlingshire	FK5 4AE
	Clackmannan County Health Care Centre	Hall Park Road, Sauchie	FK10 3JQ
Grampian	Aberdeen Royal Infirmary	Foresterhill Road, Aberdeen	AB25 2ZN
	Woodend General Hospital	Aberdeen,	AB15 6XS
	City Hospital	Urquhart Road, Aberdeen	AB24 5AU
	Woolmanhill Hospital	Skene Street, Aberdeen	AB25 1LD

Grampian	The Firs Day Hospital	Biblohall Road, Elgin	IV30 8RJ
	Hyperbaric Centre	123 Ashgrove Road West, Aberdeen	AB16 5FA
	Royal Aberdeen Children's Hospital	Westburn Drive, Aberdeen	AB25 2ZG
	Aboyne Hospital	Bellwood Road, Aboyne	AB34 5HQ
	Aberdeen Maternity Hospital	Foresterhill, Aberdeen	AB25 2ZL
	Glen O'Dee Hospital	Banchory,	AB31 5SA
	Roxburghe House	Cornhill Site, Ashgrove Road, Aberdeen	AB25 2ZH
	Maidencraig House	Woodend Hospital, Eday Road	AB15 6XS
	Royal Cornhill Hospital	Cornhill Road, Aberdeen	AB25 2ZH
	Inverurie Hospital	Upperboat Road, Inverurie	AB51 3UL
	Insch & District War Memorial Hosp.	Rannes Street, Insch	AB52 6JJ
	Peterhead Community Hospital	Links Terrace, Peterhead	AB42 2XB
	Fraserburgh Hospital	Lochpots Road, Fraserburgh	AB43 9NF
	Jubilee Hospital	Bleachfield Street, Huntly	AB54 8EX
	Turriff Cottage Hospital	Balmellie Road, Turriff	AB53 4DQ
	Chalmers Hospital	Banff,	AB45 1JA
	Maud Hospital	Bank Road, Maud, Peterhead, Aberdeenshire	AB42 5NR
	Ugie Hospital	Ugie Road, Peterhead	AB42 1LZ
	Campbell Hospital	Portsoy,	AB45 2TR
	Buckie Day Hospital	The Bungalow, Seafield Hospital, Buckie	AB56 1SF
	Dr Gray's Hospital	Elgin, Morayshire	IV30 1SN
	Seafield Hospital	Barrhill Road, Buckie	AB56 1SF
	Stephen Cottage Hospital	Stephen Avenue, Dufftown	AB55 4BH
	Turner Memorial Hospital	Turner Street, Keith	AB55 5DJ
	Leancoil Hospital	91 St Leonard's Road, Forres	IV36 2RF
	Fleming Cottage Hospital	Queens Road, Aberlour	AB38 9PR
	Rehabilitation Hospital	15 Polmuir Road, Aberdeen	AB11 7RS
	NHS Group Home	40 Ellon Road, Bridge of Don	AB23 8BX
	Kincardine Community Hospital	Kirkton Road, Stonehaven	AB39 2NJ
	Pluscarden Clinic	Dr Gray's Hospital, Elgin	IV30 1SN
375 Great Western Lodge	375 Great Western Road, Aberdeen	AB10 6NU	
Cameron Court	Plasmon Lane, Forres	IV36 1NL	
Arradoul Farm House	Arradoul, Buckie	AB56 5BB	
Elmwood	Ashgrove Road, Aberdeen		
Greater Glasgow & Clyde	Dumbarton Cottage Hospital	Dumbarton, G82 2AQ	
	Dumbarton Joint Hospital/Riverview Resource Centre	Cardross Road, Dumbarton	G82 5JA
	Vale of Leven General Hospital	North Main Street, Alexandria	G83 0UA
	Ravenscraig Hospital	Inverkip Road, Greenock	PA16 9HA
	Inverclyde Royal Hospital	Larkfield Road, Greenock	PA16 0XN
	Dykebar Hospital	Grahamston Road, Paisley	PA2 7DE
	Johnstone Hospital	Bridge of Weir Road, Johnstone	PA5 8YX
	Merchiston Hospital	Brookfield, Renfrewshire	PA5 8TY
	Royal Alexandra Hospital	Corsebar Road, Paisley	PA2 9PN
	Larkfield Unit	Inverclyde Royal Hospital, Larkfield Road, Greenock	PA16 0XN
	Blythe Wood House	Fulbar Lane, Renfrew	PA4 8NT
	Robin House	2 Boturich Road, Balloch	G83 8LX
	Canniesburn Hospital	Alexandra Parade, Glasgow	G31 2ER
	Glasgow Dental Hospital and School	378 Sauchiehall Street, Glasgow	G2 3JZ
	Glasgow Royal Infirmary	84 Castle Street, Glasgow	G4 0SF
	The Princess Royal Maternity Unit	10 Alexandra Parade, Glasgow	G31 2ER
	Lightburn Hospital	966 Carntyne Road, Glasgow	G32 6ND
	Acorn Street Day Hospital	21-23 Acorn Street, Glasgow	G40 4AN

Greater Glasgow & Clyde	Parkhead Hospital	81 Salamanca Street, Glasgow	G31 5ES
	Parkview Resource Centre	150 Wellshot Road, Glasgow	G32 7AX
	Auchinlea Resource Centre	Auchinlea House, Auchinlea Road, Glasgow	G34 9HQ
	Stobhill Hospital	133 Balornock Road, Glasgow	G21 3UW
	Shawpark Resource Centre	41 Shawpark Street, Glasgow	G20 9DR
	Springpark Resource Centre/Day Hosp	101 Denmark Street, Glasgow	G22 5EU
	Leverndale Hospital	510 Crookston Road, Glasgow	G53 7TU
	Mearnskirk House	Newton Mearns, Glasgow	G77 5RZ
	Victoria Infirmary	Langside Road, Glasgow	G42 9TY
	Mansionhouse Unit	Victoria Infirmary, Mansionhouse Road, Glasgow	G41 3DX
	Eastvale Resource Centre & Day Hosp	130a Stonelaw Road, Rutherglen, Glasgow	G73 2PQ
	Southern General Hospital	1345 Govan Road, Glasgow	G51 4TF
	Florence Street Clinic	26 Florence Street, Glasgow	G5 0YX
	Shawmill Day Hospital	35 Well Green, Glasgow	G43 1RR
	Blawarthill Hospital	129 Holehouse Drive, Glasgow	G13 3TG
	Drumchapel Hospital	129 Drumchapel Road, Glasgow	G15 6PX
	Gartnavel Royal Hospital	1055 Great Western Road, Glasgow	G12 0XH
	Glasgow Homeopathic Hospital	1053 Great Western Road, Glasgow	G12 0YN
	Royal Hospital for Sick Children (Glasgow)	Yorkhill Hospital, Dalnair Street, Glasgow	G3 8SJ
	Queen Mother's Hospital	Yorkhill, Dalnair Street, Glasgow	G3 8SJ
	Western Infirmary/Gartnavel General	Dumbarton Road, Glasgow	G11 6NT
	Beatson West of Scotland Cancer Centre	1053 Great Western Road, Glasgow	G12 0YN
	Anvil Resource Centre	81 Salamanca Street, Glasgow	G31 5ES
	Goldenhill Resource Centre	2 Stewart Drive, Clydebank	G81 6AQ
	Arran Resource Centre	121 Orr Street, Bridgeton, Glasgow	G40 2QP
	Riverside Resource Centre	12 Sandy Road, Glasgow	G11 6HE
	Brand Street Resource Centre	Festival Business Park, 150 Brand Street, Glasgow	G51 1DH
	Eastwood Resource Centre	38 Seres Rd, Clarkston, Glasgow	G76 7QF
	Arndale Resource Centre	80/90 Kinfauns Drive, Glasgow	G15 7TS
	Bridgeview Resource Centre	The Quadrangle, 49 Ruchill Street, Glasgow	G20 9PX
	Seafield Unit	Greater Glasgow Health Board, 65 Rodger Drive, Rutherglen	G73 3QB
	Woodlands Resource Centre	15-17 Waterloo Close, Kirkintilloch	G66 2HL
2-4 Waterloo Close	2-4 Waterloo Close, Kirkintilloch	G66 2HL	
The Orchards	135 Panmure Street, Glasgow	G20 7SJ	
Pineview	Switchback Road, Bearsden, Glasgow	G61 1QL	
Netherton	19 Blackwood Street, Glasgow	G13 1AL	
Rowanbank Clinic	Balornock Road, Glasgow	G21 3UL	
Skye House	133 Balornock Road, Glasgow	G21 3UZ	
Highland	Argyll and Bute Hospital	Blarbuie Road, Lochgilphead	PA31 8LD
	Cowal Community Hospital	360 Argyll Street, Dunoon	PA23 7RL
	Islay Hospital	Gortonvogie Road, Bowmore, Isle of Islay	PA43 7JD
	Mid Argyll Hospital	Blarbuie Road, Lochgilphead	PA31 8JZ
	Victoria Hospital	High Street, Rothesay	PA20 9JJ
	Victoria Hospital Annexe	Townhead, Rothesay	PA20 9JH
	Lorn & Islands Hospital	Glengallan Road, Oban	PA34 4HH
	Campbeltown Hospital	Ralston Road, Campbeltown	PA28 6LE
	Victoria Integrated Care Unit	93 East King Street, Helensburgh	G84 7BU
	Dunbar Hospital	Thurso, Caithness	KW14 7XE
	Caithness General Hospital	Cliff Road, Wick	KW1 5NS
	Town and County Hospital	Hospital Road, Wick, Caithness	KW1 5NQ

Highland	Lawson Memorial Hospital	Station Road, Golspie	KW10 6SS
	Migdale Hospital	Bonar Bridge, Ardgay	IV24 3AP
	RNI Community Hospital	Ness Walk, Inverness	IV3 5SF
	Raigmore Hospital	Inverness,	IV2 3UJ
	Nairn Town and County Hospital	Cawdor Road, Nairn	IV12 5EE
	Ian Charles Cottage Hospital	Castle Road East, Grantown-on-Spey	PH26 3HR
	St Vincent's Hospital	Gynack Road, Kingussie	PH21 1EX
	Belford Hospital	Belford Road, Fort William	PH33 6BS
	Glencoe Hospital	Glencoe, Ballachulish, Argyll	PH49 4HT
	Mackinnon Memorial Hospital	Broadford, Isle of Skye	IV49 9AA
	Portree Hospital	Portree, Isle of Skye	IV51 9BZ
	Ross Memorial Hospital	Ferry Road, Dingwall	IV15 9QT
	County Community Hospital Invergordon	Invergordon,	IV18 0JR
	Osprey House	Raigmore Avenue, Inverness	IV2 3DZ
	Ross House	14 Ardross Street, Inverness	IV3 5NS
	The New Craigs	Leachkin Road, Inverness	IV3 8PJ
	Mid-Argyll Community Hospital and Integrated Care Centre	Lochgilphead, Argyll	PA31 8JZ
	Dunaros Community Hospital	Salen, Isle of Mull, Argyll	PA72 6JF
Lanarkshire	Coathill Hospital	Hospital Street, Coatbridge	ML5 4DN
	Victoria Memorial Cottage Hospital	19 Glasgow Road, Kilsyth	G65 9AG
	Wester Moffat Hospital	Towers Road, Airdrie	ML6 8LW
	Monklands District General Hospital	Monkscourt Avenue, Airdrie	ML6 0JS
	Cleland Hospital	Cleland, Motherwell, Lanarkshire	ML1 5NR
	Hartwoodhill Hospital	Hartwood, Shotts	ML7 4LA
	Kello Hospital	Johns Loan, Biggar	ML12 6AF
	Lady Home Cottage Hospital	Douglas, Lanark	ML11 0RH
	Lockhart Hospital	Whitelees Road, Lanark	ML11 7RX
	Roadmeetings Hospital	Roadmeetings, Carluke	ML8 4PS
	Strathclyde Hospital	Crawford Street, Motherwell	ML1 3BW
	Kirklands Hospital	Fallside Road, Bothwell	G71 8BB
	Airbles Road Centre	Airbles Road, Motherwell	ML1 2TJ
	Hairmyres Hospital	Eaglesham Road, East Kilbride	G75 8RG
	Stonehouse Hospital	Strathaven Road, Stonehouse	ML9 3NT
	Udston Hospital	Farm Road, Hamilton	ML3 9LA
	Coathill House	3 Old Monkland Road, Coatbridge	ML5 5EA
	Caird House	Beckford Lodge, Caird Street, Hamilton	ML3 0AL
Wishaw General Hospital	50 Netherton Street, Wishaw	ML2 0DP	
Red Deer Centre/Day Hospital	Alberta Avenue, Westwood, East Kilbride	G75 8NH	
Lothian	Belhaven Hospital	Hospital Road, Dunbar	EH42 1TR
	Corstorphine Hospital	136 Corstorphine Road, Edinburgh	EH12 6TT
	Edenhall Hospital	Edenhall Road, Musselburgh	EH21 7TZ
	Edington Cottage Hospital	54 St Baldred's Road, North Berwick	EH39 4PU
	Herdmanflat Hospital	Aberlady Road, Haddington	EH41 3BU
	Roodlands General Hospital	Hospital Road, Haddington	EH41 3PF
	Royal Victoria Hospital	13 Craighleith Road, Edinburgh	EH4 2DN
	Western General Hospital	Crewe Road South, Edinburgh	EH4 2XU
	Astley Ainslie Hospital	Grange Loan, Edinburgh	EH9 2HL
	Chalmers Hospital	55 Lauriston Place, Edinburgh	EH3 9HQ
	Edinburgh Dental Institute	4th Floor, Lauriston Building, Lauriston Place, Edinburgh	EH3 9HA
	Liberton Hospital	Lasswade Road, Edinburgh	EH16 6UB
	Loanhead Hospital	Hunter Avenue, Loanhead	EH20 9SW
Roslynlee Hospital	Roslin,	EH25 9QE	

Lothian	Royal Edinburgh Hospital	23 Tipperlinn Road, Edinburgh	EH10 5HF
	Royal Hospital for Sick Children (Edinburgh)	9 Sciennes Road, Edinburgh	EH9 1LF
	Douglas House Annexe of RHSC	2 Lauder Road, Edinburgh	EH9 2EJ
	Cambridge Street Day Centre	5/7 Cambridge Street, Edinburgh	EH1 2DY
	William Fraser Centre	Tipperlinn Road, Edinburgh	EH10 5HF
	The Greenbank Centre	Tipperlinn Road, Edinburgh	EH10 5HF
	Glencorse Day Centre	Milton Mill, Milton Bridge, Penicuik	EH26 0QZ
	Bonnyrigg Day Centre	Old Library, Bonnyrigg	EH22 4RT
	Ballenden House	28/32 Howden Street, Edinburgh	EH8 9HL
	St Michael's Hospital	Edinburgh Road, Linlithgow	EH49 6QS
	Tippethill Hospital	Bathgate, West Lothian	EH48 3BQ
	Whitburn Day Hospital	1 Weavers Lane, Whitburn	EH47 0SD
	St John's Hospital	Howden West, Livingston, West Lothian	EH54 6PP
	Inchkeith House	137 Leith Walk, Edinburgh	EH6 8NP
	Ferryfield House	100 Pilton Drive, Edinburgh	EH5 2HF
	Bathgate House Day Hospital	15 North Bridge Street, Bathgate	EH48 4PJ
	Learning Disabilities Service Healthcare Houses	Lothian,	
	Ellen's Glen House	72 Carnbee Avenue, Edinburgh	EH16 6FF
	Royal Infirmary of Edinburgh at Little France	51 Little France Crescent, Old Dalkeith Road, Edinburgh	EH16 4SA
	Findlay House	Seafield Street, Edinburgh	EH6 7LN
Princess Alexandra Eye Pavillion	45 Chalmers Street, Edinburgh	EH3 9HA	
Whitburn House	12/14 The Avenue, Whitburn, Bathgate, West Lothian	EH47 0DD	
National	State Hospital	Carstairs,	ML11 8RP
	Golden Jubilee National Hospital	Beardmore Street, Clydebank	G81 4HX
Orkney	Balfour Hospital	New Scapa Road, Kirkwall	KW15 1BH
Shetland	Gilbert Bain Hospital	Lerwick, Shetland	ZE1 0TB
	Montfield Hospital	Burgh Road, Lerwick, Shetland	ZE1 0LA
Tayside	Ninewells Hospital	Dundee,	DD1 9SY
	Kings Cross Hospital	Cleington Road, Dundee	DD3 8EA
	Ashludie Hospital	Monifieth, Dundee	DD5 4HQ
	Ashludie Day Hospital	Monifieth,	DD5 4HQ
	Royal Victoria Hospital	Jedburgh Road, Dundee	DD2 1SP
	Dundee Dental Hospital	2 Park Place, Dundee	DD1 4HR
	Royal Dundee Liff Hospital	Liff, Dundee	DD2 5NF
	Strathmartine Hospital	Strathmartine, Dundee	DD3 0PG
	Armitstead Child Development Centre	Kings Cross Hospital, Cleington Road, Dundee	DD8 3EA
	Menzieshill Day Hospital	Orleans Place, Dundee	DD2 4BH
	Hawkhill Day Hospital	Peddie Street, Dundee	DD1 5LB
	Threshold Day Services	Unit 9a Manhattan Works, Dundonald Street, Dundee	DD3 7PY
	Dudhope House	15 Dudhope Terrace, Dundee	DD3 6HH
	Royal Victoria Day Hospital	Royal Victoria Hospital, Jedburgh Road, Dundee	DD2 1SP
	Glaxo Day Hospital	Ashludie Hospital, Monifieth	DD5 4HQ
	Perth Royal Infirmary	Taymount Terrace, Perth	PH1 1NX
	St Margaret's Hospital	Western Road, Auchterarder	PH3 1JH
	Cottage Hospital	Old Crieff Road, Aberfeldy	PH15 2DH
	Blairgowrie & Rattray Cottage Hospital	Perth Road, Blairgowrie	PH10 6EE
	Murray Royal Hospital	Muirhall Road, Perth	PH2 7BH
Scone Day Hospital	Birch Avenue, Scone	PH2 6LE	

Tayside	Arbroath Infirmary	Rosemount Road, Arbroath	DD11 2AT
	Brechin Infirmary	Infirmary Street, Brechin	DD9 7AN
	Little Cairnie Hospital	Forfar Road, Arbroath	DD11 3RA
	Montrose Royal Infirmary	Bridge Street, Montrose	DD10 8AJ
	Sunnyside Royal Hospital	Hillside, Montrose	DD10 9JP
	Stracathro Hospital	By Brechin,	DD9 7QA
	Whitehills Hospital	By Forfar,	DD8 3DY
	Gowanlea	Seaton Road, Arbroath	DD11 5DX
	The Firs	26 Linefield Road, Carnoustie	DD7 6DP
	Crieff Community Hospital	King Street, Crieff	PH7 3HR
	Carseview Centre	4 Tom McDonald Avenue, Medipark, Dundee	DD2 1NH
	Whitehills Health and Community Care Centre	By Forfar,	DD8 3DY
	Pitlochry Community Hospital	Ferry Road, Pitlochry, Perthshire	PH16 5FG
	Perth Dental Hospital	Broxden Business Park, Perth	PH1 1RA
	Western Isles	St Brendans Cot Hospital	Horve, Isle of Barra
Western Isles Hospital		Macaulay Road, Stornoway, Isle of Lewis	HS1 2AF
Uist & Barra Hospital		Balivanich, Isle of Benbecula	HS7 5LA

7. CROWN OFFICE AND PROCURATOR FISCAL SERVICE (COPFS)

The following Table of COPFS addresses list the COPFS locations and area offices that the Service Provider will liaise with as part of the Services:

AREA OFFICES
ARGYLL AND CLYDE Procurator Fiscal Office, 1 Love Street, Paisley, PA3 2DA
AYRSHIRE Procurator Fiscal Office, St Marnock Street, Kilmarnock, KA1 1DZ
CENTRAL Procurator Fiscal Office, Carseview House, Castle Business Park, Stirling, FK9 4SW
DUMFRIES & GALLOWAY Procurator Fiscal Office, 44 Buccleuch Street, Dumfries, DG1 2AP
FIFE Procurator Fiscal Office, Wing D, Carlyle House, Carlyle Road, Kirkcaldy, KY1 1DB
GLASGOW Procurator Fiscal Office, 10 Ballater Street, Glasgow, G5 9PS
GRAMPIAN Procurator Fiscal Office, Atholl House, 84-88 Guild Street, Aberdeen, AB11 6QA
HIGHLANDS & ISLANDS Procurator Fiscal Office, 2 Baron Taylor's Street, Inverness, IV1 1QL
LANARKSHIRE Procurator Fiscal Office, Cameronian House, 3/5 Almada Street, Hamilton, ML3 0HG
LOTHIAN & BORDERS Procurator Fiscal Office, 29 Chambers Street, Edinburgh, EH1 1LD
TAYSIDE Procurator Fiscal Office, Caledonian House, Greenmarket, Dundee, DD1 4QA

End of Schedule E

THE SCOTTISH PRISON SERVICE

**COURT CUSTODY AND PRISONER ESCORT SERVICES
IN SCOTLAND**

SCHEDULE F

SERVICE PROVIDER'S PROPOSAL

CONTRACT 00846

**This is Schedule F referred to in the foregoing Contract number 00846 between the
Scottish Ministers and
G4S Care and Justice Service (UK) Limited**

SERVICE PROVIDER'S PROPOSAL

This Schedule F details the Service Provider's tender response to the SPS Invitation to Tender and to the subsequent Addendum A issued during the tender, all as augmented by the series of pre and post tender evaluation clarifications which collectively form the Service Provider's Proposal. In the event of conflicts between the documents forming Schedule F, the documents shall take precedence in the order listed:

- 1. G4S Care & Justice Service (UK) Limited response to Addendum A, dated 24th December 2010.**
- 2. Evaluation Clarification Questions (ECQ):**

The Evaluation Clarification Questions includes reference to the associated Service Provider tender clarification response provided to the Purchaser:

ECQ Ref	Title
ECQ207	Provision of Seatbelts - Proposed Operating Procedure
ECQ204	Escalation Processes
ECQ203	Internal Governance Structure
ECQ198	Gender Specific Searching Arrangements
ECQ187	Back-to-Back Sub-Contracts
ECQ186	Staff Conduct Procedures
ECQ184	Minimum Timescales for Prisoner Observation
ECQ182	Access to Service Provider IT Systems
ECQ181	Managing Prisoner Visits
ECQ180	Use of Other Vehicles
ECQ179	Communications: Coverage and Availability
ECQ178	Shuttle Bus Provision
ECQ177	Cell Allocation and Segregation
ECQ176	Transferring Data
ECQ162	Complainer Response
ECQ161	Lost / Damaged Property
ECQ160	Refusal of Medical Examination
ECQ159	Reading Material
ECQ158	Medical Examination following C&R
ECQ157	Provision of Meals
ECQ124	Timescales for Written Reports
ECQ123	Searching PPE
ECQ122	Same Sex Escorts
ECQ121	Audit Findings
ECQ120	Transfer of Responsibilities
ECQ083	Staff Recruitment and Training
ECQ082	Vehicle Safety Briefing
ECQ081	Healthcare Requirements
ECQ080	Prison Form 1127

ECQ079	Unmanned Courts
ECQ078	Staff Fitness
ECQ077	Timescales for Observations
ECQ076	Escort Staff
ECQ075	Bedwatches
ECQ074	Transfer to Airports
ECQ073	Single Status PCO
ECQ072	Out of Hours Management Arrangements
ECQ071	Vehicles: Tracking
ECQ070	Shuttle Bus
ECQ069	e-PER
ECQ068	Contingency Staff Arrangements
ECQ067	Prison Officer Bank
ECQ058	Organisational Structure
ECQ057	MI: Access to Prisoner Records
ECQ056	RA: Body Fluid Bags
ECQ055	IT: DPS LOGIX Testing
ECQ054	Vehicles: Parking Arrangements
ECQ049	Training: Driver Training
ECQ047	Staff: Training of Existing Staff / Stakeholders
ECQ044	Vehicle Legislation and Standards
ECQ042	Vehicles: Provision of in-cell CCTV
ECQ040	Contingencies for Tracking and Communications Failure
ECQ039	Care: Contingencies for Healthcare Provision
ECQ038	Handcuffing of Pregnant Prisoners - Communications
ECQ037	Handcuffing of Pregnant Prisoners - Procedures
ECQ036	Security: Types of Handcuffs
ECQ035	Security: Key Management
ECQ034	Care: Prevention of Self-Harm
ECQ033	RA: Risk Assessment
ECQ028	Load Marshal Locations
ECQ015	Vehicles: Exclusivity
ECQ014	Vehicles: Exclusivity
ECQ013	Vehicles: Second Hand Vehicles
ECQ012	Vehicles: Second Hand Vehicles
ECQ011	Vehicles: Extreme Risk Escort Driver Training and Competence
ECQ010	Vehicles: New Fleet
ECQ009	Vehicles: Accessibility
ECQ006	Staffing: Competency of Staff
ECQ005	Staffing: Management of staff surplus
ECQ004	Staffing: Bedwatch
ECQ002	Staffing: Dual Badging
ECQ001	Staffing: Dual Badging

3. **G4S Care & Justice Service (UK) Limited tender response to the Scottish Prison Service Invitation to Tender reference 00846, Prisoner Escort and Court Custody Services, dated 30th August 2010 including the associated Annexes.**

4. **Clarification Questions (CQ):**

The Clarification Questions includes reference to the associated Purchaser response provided to the Service Provider:

CQ Ref	Title
076	Handling Medication
063	ICT Training Costs
061	TUPE
060	Crown Exemption
057	PCU collection times
056	Keys
051	Information Assurance
048	Manned courts
042	Data retention
039	Business Continuity
037	Information Assurance
032	Business Continuity
026	Court Fines
024	Formal Written Agreements
023	Court Proceedings
012	Clarify Segregation During Transit

End of Schedule F