

Schedule 5

Collateral Warranty

(In this Deed the Sub-Contractor will be the Key Sub-Contractors selected by the Service Provider, the Service Provider will be the Service Provider and the Beneficiary will be the Authority)

This Deed is made the day of

Between

- (1) **[Sub-Contractor]** a company incorporated in England and Wales under company number [•] and whose registered office is at [•] (the **Sub-Contractor**);
- (2) **The London Borough of Barnet** of North London Business Park, Oakleigh Road South, London, N11 1NP (the **Beneficiary**, which expression includes its permitted successors in title and assigns); and
- (3) **Capita (BDRS) Limited** (company registered number 8615172) whose registered office is at 17 Rochester Row, London, SW1P 1QT (the **Service Provider**).

Background

- (A) By a contract dated [•] (the **Agreement**), the Beneficiary has appointed the Service Provider to carry out development and regulatory services (the **Services**).
- (B) By a contract dated [•] (the **Sub-Contract**), the Service Provider has appointed the Sub-Contractor to provide the [insert description] services as its subcontractor.
- (C) The Sub-Contractor is obliged under the Sub-Contract to give a warranty in this form in favour of the Beneficiary.

Operative Provisions

In consideration of the payment of one pound (£1.00) by the Beneficiary to the Sub-Contractor, receipt of which the Sub-Contractor acknowledges:

1 Sub-Contractor's Warranty and Liability

- 1.1 The Sub-Contractor warrants to the Beneficiary that it has carried out and will continue to carry out and complete its duties and obligations under the Sub-Contract in accordance with the Sub-Contract and (without qualification to or derogation from the foregoing) has exercised and will exercise all the reasonable skill care and diligence to be expected of suitably skilled qualified and experienced professional performing services the like of those undertaken by the Sub-Contractor under the Sub-Contract.
- 1.2 The Sub-Contractor has no liability hereunder which is greater or of a longer duration than it would have had if the Beneficiary had been a party to the Sub-Contract as joint employer. The Sub-Contractor shall not be entitled to set-off against any liability to the Beneficiary under this Deed any sum of money or other entitlement due to it from the Service Provider under the terms of the Sub-Contract.

- 1.3 Upon the expiration of 12 years from the expiry or termination of the Sub-Contract the liability of the Sub-Contractor under this Deed shall cease and determine, save in relation to any claims made by the Beneficiary against the Sub-Contractor and notified by the Beneficiary to the Sub-Contractor in writing prior thereto.

2 Documents

- 2.1 In relation to all documents and information of any nature whatsoever which have been or are hereafter provided by the Sub-Contractor in the course of performing its obligations under the Sub-Contract (**Documents**) the Sub-Contractor hereby grants (or, if such grant cannot legally take place until a later date, agrees to grant) to the Beneficiary with effect from the date of this Deed or in the case of Documents not yet in existence with effect from the creation thereof, an irrevocable royalty-free non-exclusive licence (such licence to remain in full force and effect notwithstanding the termination of the Sub-Contract or determination of the employment of the Sub-Contractor under the Sub-Contract or any dispute thereunder or hereunder) to use and to reproduce all Documents for any purpose whatsoever connected with the Services or the provision of the Services by the Authority or any third party. Such licence will carry the right to grant sub-licences and will be transferable to third parties.
- 2.2 The Beneficiary will not hold the Sub-Contractor liable for any use it may make of the Documents for any purpose other than that for which they were originally provided by the Sub-Contractor unless the Sub-Contractor authorises such use and confirms that the Documents are suitable for it.
- 2.3 The Sub-Contractor agrees on reasonable request at any time and following reasonable written prior notice to give the Beneficiary or those authorised by it access to the Documents and to provide copies (including CD-Roms, copy negatives and CAD disks) thereof at the Beneficiary's expense.
- 2.4 The Sub-Contractor warrants to the Beneficiary that the Documents (save to the extent duly appointed sub-consultants and sub-contractors have been used to prepare the same) are its own original work and that in any event their use in connection with the Services, including use by the Beneficiary in accordance with the licence granted by this clause 2, will not infringe the rights of any third party.

3 Insurance

- 3.1 The Sub-Contractor hereby covenants with the Beneficiary that it has effected a policy of insurance covering the liabilities of the Sub-Contractor under the Sub-Contract and under this Deed for negligence, with a limit of indemnity of not less than those under the main Agreement for any occurrence or series of occurrences arising out of any each and every event and that it will maintain such insurance with reputable insurers carrying on business in the European Union from the date hereof until 12 years after expiry or termination of the Sub-Contract provided that such insurance is generally available in the market at commercially reasonable rates and provided further that payment of any increased or additional premiums required by insurers by reason of the Sub-Contractor's own claims record or other acts omissions matters or things peculiar to the Sub-Contractor will be deemed to be within the reasonable rates.
- 3.2 The Sub-Contractor shall immediately inform the Beneficiary if for any period such insurance is not or ceases to be available on commercially reasonable terms and shall

obtain in respect of such period such reduced level of insurance as is available and would be fair and reasonable in the circumstances for the Sub-Contractor to obtain.

- 3.3 As and when reasonably required by the Beneficiary the Sub-Contractor will produce for inspection documentary evidence that the insurance referred to in clause 3.1 and 3.2 is being properly maintained and that payment has been made in respect of the last preceding premium due thereunder.

4 Notices

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

5 Assignment

- 5.1 The benefit of and the rights of the Beneficiary under this Deed may be assigned without the consent of the Sub-Contractor on two occasions only to any person taking an assignment of the whole or substantial part of the Beneficiary's interest in the Agreement.

- 5.2 In calculating the number of assignments for the purposes of clause 5.1 no account will be taken of assignments to a successor authority assuming the functions of the Beneficiary or assignments by way of security or by way of re-assignment on redemption.

- 5.3 The Beneficiary will notify the Sub-Contractor in writing following any assignment specifying the name and address of the assignee and the date of the assignment.

- 5.4 The Sub-Contractor will not contend that any such assignee is precluded from recovering any loss resulting from any breach of this Deed (whatever the date of such breach) by reason only that that person is an assignee and not the original Beneficiary hereunder or by reason that the original Beneficiary or any intermediate Beneficiary escaped any loss resulting from such breach by reason of the disposal of any interest in the Agreement or that the original Beneficiary or any intermediate Beneficiary has not suffered any or as much loss.

6 Beneficiary's Remedies

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

7 Inspection of Documents

The Sub-Contractor's liabilities under this Deed will not be in any way reduced or extinguished by reason of any inspection or approval of the Documents, or attendance at

site meetings or other enquiry or inspection which the Beneficiary may make or procure be made for its benefit or on its behalf.

8 Step-In Rights

- 8.1 The Sub-Contractor warrants to the Beneficiary that it shall not terminate nor treat as terminated its employment under the Sub-Contract without first giving to the Beneficiary not less than Twenty (20) Business Days' prior notice of the Sub-Contractor's intention to do so, specifying the grounds for so doing.
- 8.2 If the Beneficiary serves on the Sub-Contractor a notice in accordance with clause 8.3, the Sub-Contractor shall not terminate nor treat as terminated its employment under the Sub-Contract but service of such notice shall not prejudice any other right or remedy the Sub-Contractor may have under or in connection with the Sub-Contract.
- 8.3 Unless the employment of the Sub-Contractor under the Sub-Contract shall have terminated previously (and whether or not the Sub-Contractor shall have served notice on the Beneficiary pursuant to clause 8.1) if the Beneficiary serves upon the Sub-Contractor a notice to do so, the Sub-Contractor shall thereafter accept the instructions of the Beneficiary or its appointee to the exclusion of the Service Provider under and in connection with the Sub-Contract.
- 8.4 As against the Service Provider and the Beneficiary the Sub-Contractor shall be entitled and obliged to rely upon and to comply with such notice served by the Beneficiary under clause 8.3 and shall not make any enquiry into the entitlement of the Beneficiary as against the Service Provider to serve such notice.
- 8.5 As from the date of service of notice under clause 8.3, the Beneficiary or its appointee shall assume all the rights and perform all the obligations of the Service Provider under the Sub-Contract, provided that this shall not affect or derogate from any right of action the Service Provider may have against the Sub-Contractor in respect of any breach of duty of the Sub-Contractor under or in connection with the Sub-Contract happening prior to the date of service of notice by the Beneficiary under clause 8.3.
- 8.6 Within twenty-one (21) days after serving notice under clause 8.3 or clause 8.9 the Beneficiary shall pay to the Sub-Contractor an amount equal to the sum then owing to the Sub-Contractor under the Sub-Contract for the Sub-Contractor's services.
- 8.7 If the employment of the Sub-Contractor under the Sub-Contract is terminated before service of any notice under clause 8.3, then if required to do so by notice served by the Beneficiary not later than twelve (12) weeks after the date of such termination, the Sub-Contractor shall enter into a new contract with the Beneficiary or its appointee for the performance of the sub-contracted services on the same terms as the Sub-Contract but with such revisions as the Beneficiary shall reasonably require to reflect the altered circumstances. Forthwith upon the execution of such new contract, the Beneficiary shall pay to the Sub-Contractor an amount equal to the sum which, immediately before termination of the Sub-Contractor's employment, was owing to the Sub-Contractor by the Service Provider under the Sub-Contract in respect of the sub-contracted services delivered and which remains unpaid.
- 8.8 Upon payment by the Beneficiary in accordance with clause 8.6 or 8.7 of an amount equal to the relevant sum owing from the Service Provider, the Sub-Contractor shall assign to

the Beneficiary all the Sub-Contractor's rights against the Service Provider in respect of such unpaid sum, and shall pay to the Beneficiary any of the same subsequently received by it from the Service Provider.

- 8.9 The Sub-Contractor further covenants with the Beneficiary that if the Agreement is terminated by the Beneficiary, the Sub-Contractor, if requested by the Beneficiary by notice in writing and subject to clause 8.6, will accept the instructions of the Beneficiary or its appointee to the exclusion of the Service Provider in respect of the sub-contracted services upon the terms and conditions of the Sub-Contract and will if so requested enter into a novation agreement whereby the Beneficiary is substituted for the Service Provider under the Sub-Contract.
- 8.10 The Beneficiary guarantees to the Sub-Contractor the performance of the obligations of any appointee of the Beneficiary nominated under clause 8.3 or 8.7 or 8.9.
- 8.11 Where the Sub-Contractor has given rights in relation to the Sub-Contract similar to those contained in this clause 8 to any other person then if both the Beneficiary and any such other person serve notice under clause 8.3 or clause 8.7 or clause 8.9 or its equivalent the notice served by the Beneficiary will prevail over any notice served by any other person.
- 8.12 The Service Provider agrees to the foregoing provisions of this clause 8 and agrees to be bound by them.

9 Other Collateral Warranties

Following a written request from the Beneficiary the Sub-Contractor will (unless it has already done so) execute and/or procure that its sub-contractors and/or professional consultants or any of them each execute a deed of collateral warranty in the relevant form specified in the Sub-Contract in favour of any person in whose favour the Sub-Contract obliged the Sub-Contractor to give or procure the giving of such a warranty.

10 Applicable Law and Jurisdiction

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

11 Third Party Rights

This Deed is enforceable by the original parties to it and by their successors in title and permitted assignees. Any rights of any person to enforce the terms of this Deed pursuant to the Contracts (Rights of Third Parties) Act 1999 are excluded.

In Witness of which this document is executed as a Deed and is delivered on the date first stated above.

Executed as a Deed by:

.....

Executed as a Deed by:

.....

Executed as a Deed by:

.....

Schedule 6

Bond and Guarantee

FORM OF BOND

This Performance Bond is made as a Deed

Between the following parties whose names and registered office addresses are set out in the Schedule of this Performance Bond (the **Schedule**):

- (1) The **Service Provider** as principal;
- (2) The **Surety** as surety; and
- (3) **The London Borough of Barnet of North** of London Business Park, Oakleigh Road South, London, N11 1NP (the **Authority**).

Whereas

- (A) By a contract (the **Agreement**) entered into or to be entered into between the Authority and the Service Provider on or around the date of this Performance Bond, particulars of which are set out in the Schedule, the Service Provider has agreed with the Authority to perform certain services (the **Services**) (as set out in the Agreement) upon and subject to the terms and conditions therein set out.
- (B) The Surety has agreed with the Authority at the request of the Service Provider to guarantee the performance of all the duties and obligations of the Service Provider under the Agreement upon the terms and conditions of this Performance Bond subject to the limitation set out in clause 2.

Now This Deed Witnesses as follows:

- 1 The Surety guarantees to the Authority that in the event of a breach of the Agreement by the Service Provider and/or on the occurrence of an Insolvency Event the Surety shall, subject to the provisions of this Performance Bond, satisfy and discharge the damages sustained by the Authority either as agreed between the Service Provider and the Authority or as agreed in accordance with clause 9 and/or clause 10 or as established and ascertained pursuant to and in accordance with the provisions or by reference to the Agreement and taking into account all sums due or to become due to the Service Provider.
- 2 The maximum aggregate liability of the Surety and the Service Provider under this Performance Bond shall not exceed the sum set out in the Schedule (the **Bond Amount**) but subject to such limitation and to clause 4 the liability of the Surety shall be as primary obligor.
- 3 The Surety shall not be discharged or released by any waiver or alteration of any of the terms conditions and provisions of the Agreement or by any variation in the extent or nature of the Services and no allowance of time by the Authority under or in respect of the Agreement or the Services shall in any way release reduce or affect the liability of the Surety under this Performance Bond. No invalidity of the Agreement or its avoidance or termination shall affect or impair the liability of the Surety under this Performance Bond and the Surety's liability under this Performance Bond shall not be affected or reduced by

the occurrence of an Insolvency Event of the Service Provider, [HoldCo], [Guarantor] or [Key Sub-Contractor].

- 4 Whether or not this Performance Bond shall be returned to the Surety, the obligations of the Surety under this Performance Bond shall be released and discharged absolutely upon Expiry (as defined in the Schedule) save in respect of any breach of the Agreement and/or Insolvency Event which has occurred and in respect of which a claim in writing containing particulars of such breach and/or Insolvency Event has been made upon the Surety before Expiry.
- 5 The Service Provider having requested the execution of this Performance Bond by the Surety undertakes to the Surety (without limitation of any other rights and remedies of the Authority or the Surety against the Service Provider) to perform and discharge the obligations on its part set out in the Agreement.
- 6 This Performance Bond and the benefits thereof shall be capable of being assigned without the prior written consent of the Surety and the Service Provider to a party to whom the benefit of the Agreement has been assigned.
- 7 The parties to this Performance Bond do not intend that any of its terms will be enforceable by virtue of The Contracts (Rights of Third Parties) Act 1999 or otherwise by any person not a party to it save for permitted assignees pursuant to clause 6.
- 8 The Authority shall not be obliged to pursue any means of recourse against the Service provider before being entitled to enforce this Performance Bond against the Surety **provided that** if the Authority does seek recourse against the Service Provider before seeking recourse under this Performance Bond any money judgement of the court or arbitrator's award or decision of an adjudicator against the Service Provider in favour of the Authority under the Agreement shall be conclusive evidence for the purposes of this Performance Bond as to any liability of the Service Provider to which such judgement award or decision relates (unless and until the same is set aside by any competent tribunal).
- 9 In the event of the Service Provider, [HoldCo], [Guarantor] or [Key Sub-Contractor] suffering/being subject to an Insolvency Event the Authority's loss shall be determined by a quantity surveyor who shall be agreed between the Authority and the Surety (or in default of agreement within twenty-eight (28) days, such quantity surveyor as shall be appointed by the president for the time being of the Royal Institution of Chartered Surveyors) who shall act as an expert and not arbitrator.
- 10 Any payment by the Surety to the Authority pursuant to clause 9 shall be an interim payment on account of any further sums due and payable pursuant to clause 1.
- 11 If following payment by the Surety pursuant to clause 9 and following completion of the Services it shall be ascertained pursuant to the Agreement that the amount paid by the Surety:
 - 11.1 exceeds the sums due to the Authority from the Service Provider in accordance with clause 1 and providing that the excess has not been repaid to the Service Provider the Authority shall forthwith repay such excess to the Surety; or

- 11.2 is less than the sums due to the Authority from the Service Provider and provided the shortfall has not been paid to the Authority the Surety shall forthwith pay that shortfall to the Authority.
- 12 Any demand or notice under this Performance Bond shall be served personally, by first class post or by facsimile (with a copy by first class post) and shall be sent to the Surety at [] or to such other address within the United Kingdom and facsimile number as the Surety may have previously notified in writing to the Authority. Any demand or notice if delivered personally or by facsimile shall be deemed to have been served at the time of delivery or transmission or, if sent by post, shall be deemed to have been served on the second business day following posting.
- 13 This Performance Bond shall be governed by and construed in accordance with the laws of England and only the courts of England shall have jurisdiction hereunder.

THE SCHEDULE

The Service Provider: [] whose registered office address is at []

The Surety: [] whose registered office address is at []

The Authority: The London Borough of Barnet whose address is at North London Business Park, Oakleigh Road South, London, N11 1 NP

The Agreement: A contract dated the day of 200 between the Authority and the Service Provider for the services comprising [] for the estimated annual value of [] pounds (£)

The Bond Amount: The sum of pounds sterling (£)

Expiry: The expiration of 12 months after the end of the termination of the Agreement which shall be conclusive for the purposes of this Performance Bond

Insolvency Event: shall have the same meaning as in the Agreement

In Witness whereof the parties have executed this Performance Bond as a deed on the date first set out above.

Executed as a deed by [SERVICE PROVIDER])
acting by [name of director])
in the presence of:) Director

witness signature:

name:

address:

occupation:

Executed as a deed by [SURETY])
acting by [name of director],)
in the presence of:) Director

witness signature:

name:

address:

occupation:

Executed as a deed by affixing the Common)
Seal of **THE LONDON BOROUGH OF**)
BARNET in the presence of:)

Authorised sealing officer

Form of Parent Company Guarantee

This Deed is made the day of 2013

Between

- (1) **The London Borough of Barnet** of North London Business Park, Oakleigh Road South, London, N11 1NP (the **Authority**); and
- (2) **Capita PLC** a company incorporated in England and Wales with company registration number 02081330 whose registered office is at 71 Victoria Street, Westminster, London, SW1H 0XA (the **Guarantor**).

Whereas:

- (A) The Authority and the Service Provider have entered into an agreement dated [•] (the **Agreement**) whereby the Service Provider will provide the services set out in the Agreement (the **Services**), and the Guarantor has given the Authority an undertaking to enter into a Deed of Guarantee on the following terms.
- (B) The Service Provider is a wholly owned subsidiary of the Guarantor.
- (C) The Guarantor has agreed to guarantee the due performance by the Service Provider of the obligations contained in the Agreement in the manner hereinafter appearing.

Operative provisions:

In consideration of the payment of one pound (£1.00) by the Authority to the Guarantor, receipt of which the Guarantor acknowledges, and of the Authority entering into the Agreement:

- 1 This Deed constitutes a guarantee.
- 2 The Guarantor, as primary obligor and not merely as surety, unconditionally and irrevocably guarantees to the Authority the due and punctual performance and observance by the Service Provider of all of the Service Provider's duties and obligations under the Agreement (the **Guaranteed Obligations**), and also undertakes to the Authority to pay forthwith on demand all sums properly due and payable by the Service Provider to the Authority under the Agreement and unpaid, together with all costs and expenses which the Authority may incur in enforcing this Deed.
- 3 In addition to the provisions of clause 2 above, and as a separate obligation, the Guarantor undertakes to the Authority that:
 - 3.1 if the Service Provider in any respect fails to observe or perform any of the Guaranteed Obligations to the Authority under or in connection with the Agreement; or
 - 3.2 if the Service Provider fails to pay any debt, damages, interest, costs, income collected on behalf of the Authority or other sums due from the Service Provider to the Authority under or in connection with the Agreement and/or the Guaranteed Obligations; or
 - 3.3 if any of the Guaranteed Obligations becomes unenforceable, invalid or illegal; or

- 3.4 if the Service Provider's employment is terminated on the occurrence of an Insolvency Event,
- then the Guarantor shall discharge the performance of the Guaranteed Obligations, and shall, if required to do so by notice given by the Authority, itself pay to the Authority without any deduction or set-off the amount of such debt, damages, interest, costs, income collected on behalf of the Authority or other sums as the case shall require. The amount payable by the Guarantor under this clause 3 shall not exceed the amount which would have been payable by the Service Provider excluding rights of deduction or set-off under the Agreement as if such Agreement had been fully valid and enforceable.
- 4 If the Authority becomes aware of any circumstances in respect of which the Authority will or may wish to bring any claim against the Guarantor under this Deed, or if the employment of the Service Provider under the Agreement is or is purportedly terminated by reason of breach or on the occurrence of an Insolvency Event (as defined in the Agreement) in respect of the Service Provider, then the Authority shall forthwith give notice of such matter to the Guarantor and shall (save in the case of an Insolvency Event in respect of the Service Provider) afford the Guarantor 28 days to remedy such matter or to perform or procure the performance of the Guaranteed Obligations which remain to be performed (or which, but for such termination, would have remained to be performed).
- 5 Save where such location shall have been agreed (either in respect of the Service Provider, the Guarantor, or both) pursuant to the Agreement, the Guarantor will not locate any of the Assets (as defined in the Agreement and used by the Service Provider or the Guarantor in the performance of the Services and/or the Guaranteed Obligations) outside of the United Kingdom.
- 6 The Agreement may be modified, amended or supplemented in any manner whatsoever without the consent of the Guarantor, and no such modification, amendment or supplement shall release or impair the liability of the Guarantor under this Deed, which shall extend to the Guaranteed Obligations and liabilities of the Service Provider under the Agreement as so modified, amended or supplemented. No invalidity in the Agreement or its avoidance or termination shall affect or impair the liability of the Guarantor under this Deed.
- 7 Without prejudice to any other provision of this Deed of Guarantee (in particular but not limited to clause 3 hereof) the liability of the Guarantor shall be co-extensive with the liability of the Service Provider under the Agreement and the aggregate liability of the Guarantor shall in no event be greater than the Service Provider's aggregate liability under the Agreement.
- 8 The Guarantor shall not be discharged or released from this Deed, nor shall its liability under this Deed be affected or impaired, by any delay or failure to exercise any right under this Deed or by any agreement, conduct, waiver, concession, compromise or allowance of time or forbearance between or given to the Service Provider by the Authority and the terms of this Deed shall apply to the terms of such compromise as they apply to the Agreement.
- 9 The Authority shall not be obliged to pursue any means of recourse against the Service Provider before enforcing the terms of this Deed, and the Authority shall be at liberty to compromise, release, waive or neglect any security as it sees fit, without impairment of its rights under this Deed.

- 10 This Deed shall remain in full force and effect until all money and liabilities due and owing or incurred by the Service Provider to the Authority have been fully satisfied and all of the Guaranteed Obligations have been discharged regardless of any intermediate payment, partial settlement or other matter whatsoever.
- 11 This Deed is in addition to and not in substitution for any other guarantee or security or other obligation given or owing to the Authority in respect of sums due or liabilities arising under the Agreement.
- 12 The liquidation or receivership or insolvency of the Service Provider shall not affect or reduce the liability of the Guarantor under this Deed.
- 13 So long as any liability incurred by the Service Provider to the Authority under or in connection with the Agreement remains unsatisfied, the Guarantor shall not:
- 13.1.1 seek to enforce against the Service Provider payment by receipt of money, set-off, enforcement of security, proof of debt, subrogation or otherwise of the amounts paid by the Guarantor under this Deed;
 - 13.1.2 in the event of the insolvency, winding up, liquidation or dissolution of the Service Provider prove in competition with the Authority in respect of any money owing to the Guarantor by the Service Provider, but will give the Authority the benefit of any such proof and of all money to be received in respect thereof.
- 14 If, notwithstanding the above provisions of clause 12, at a time when any liability incurred by the Service Provider to the Authority under or in connection with the Agreement remains unsatisfied, the Guarantor receives any moneys or property in respect of amounts paid by the Guarantor under this Deed or owing to the Guarantor by the Service Provider, the Guarantor shall hold such moneys or property on trust for the Authority and shall pay or transfer the same to the Authority immediately on request to the extent required to satisfy the unsatisfied liability.
- 15 Notwithstanding any other provision of this Deed of Guarantee any demand by the Authority under this Deed of Guarantee shall be made by the Authority only after the failure of the Service Provider to cure its default (provided such default is not irremediable) in respect of the obligations guaranteed pursuant to this Deed of Guarantee within the time allowed by the Agreement and to the extent the Agreement provides for resolution of a dispute through escalation and/or a dispute resolution procedure, the Authority shall not call on this Deed of Guarantee unless and until such procedures have been used. Where no time is specified to cure a default the relevant period shall be deemed to be what is reasonable having regard to both the nature of the default and the resources available to the Service Provider to effect a cure.
- 16 Any money judgment of the court or award or decision arising out of the Dispute Resolution Procedure against the Service Provider in favour of the Authority under the Agreement shall be conclusive evidence for the purposes of this Deed as to any liability of the Service Provider to which such judgment or award or decision relates (unless or until the same is set aside by any competent tribunal) but on condition that if the Authority commences any proceedings in court or an expert determination under the Dispute Resolution Procedure against the Service Provider under or in connection with the Agreement, it shall so notify the Guarantor within 28 days after their commencement. The

Authority and the Service Provider each agrees that if the Guarantor requests within 28 days of such notification that it be joined as a party to or be heard in such proceedings, it will promptly take all reasonable steps within its power to have the Guarantor joined or given rights of audience in such proceedings.

- 17 The Authority may without the consent of the Guarantor assign or charge the benefit of this Deed to any person to whom the Authority lawfully assigns or charges the benefit of the Agreement. The Guarantor may not assign, transfer, charge, make the subject of a trust or deal in any other manner with any of its rights under it or purport to do any of the same nor sub-contract any or all of its obligations under this Deed without the prior written consent of the Authority.
- 18 Any demands notice or requests to be made or given by any party under this Deed will be sufficiently served if sent by hand or by post to the registered office or if there is none the last known address of the party to be served. Any notice sent by hand will be deemed to be served on the date of delivery Any notice sent by post will be deemed to have been duly served at the expiration of 48 hours after the time of posting if the end of that period falls before 4.45 pm on a Business Day and otherwise on the next Business Day.
- 19 This Deed shall remain in force despite any change in the constitution of the Guarantor, the Service Provider or the Authority.
- 20 The Guarantor warrants and represents to the Authority that it has full power to enter into and perform its obligations under this Deed.
- 21 This Deed shall be binding on the Guarantor's successors in title.
- 22 This Deed will be construed in accordance with English law and be in all respects subject to the exclusive jurisdiction of the English courts.
- 23 No term of this Deed is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Deed.

This Deed is executed as a deed and is delivered and takes effect on the date first set out above.

Executed as a Deed by affixing the Common Seal)
of The London Borough of Barnet)
In the presence of:)

Authorised sealing officer

.....
Executed as a Deed by Capita plc)
acting by [], director)
in the presence of:) Director

witness signature:

name:

address:

occupation:

.....

Schedule 7

Warranted Data

1 Registered Name of Hold Co – Capita Symonds Limited.

Capita Symonds Limited

1.1 Registered Address of Hold Co.

71 Victoria Street, Westminster, London, England, SW1H 0XA

1.2 Company Registration Number of Hold Co.

2018542

1.3 Directors of Hold Co.

Simon Birchall

Christopher Booy

Capita Corporate Director Limited

Brynley Case

Graham Cowley

Christopher Green

Daniel Greenspan

Vice Admiral Sir Tim Laurence

Richard Marchant

Richard McCarthy

Martin McCloskey

David Spencer

1.4 Shareholders of Hold Co.

Capita Symonds Holdings Limited - 100%

2 Registered Name of Shareholder of HoldCo – Capita Symonds Holdings Limited

Capita Symonds Holdings Limited

2.1 Registered Address of Capita Symonds Holdings Limited.

The Registry, 34 Beckenham Road, Beckenham, Kent BR3 4TU

4 **Registered Name of Shareholder of Capita Plc.**

Capita Plc

4.1 **Registered Address of Hold Co.**

71 Victoria Street, Westminster, London, SW1H 0XA, United Kingdom

4.2 **Company Registration Number of Hold Co.**

2081330

4.3 **Directors of Capita plc.**

Maggi Bell

Martin Bolland

John Bowtell

Victor Gysin

Gordon Hurst

Martina King

Andrew Parker

Paul Pindar

Gillian Sheldon

4.4 **Shareholders of Capita plc.**

Public limited company

Schedule 8

Specific Obligations

Part 1

Authority's Obligations

1. Introduction

1.1. *The responsibilities of the Authority set out in this Schedule 8 (Authority Obligations) shall constitute the Authority Obligations under this Agreement.*

1.2. *The Authority Obligations specified within this Schedule shall be provided to the Service Provider free of charge, unless otherwise agreed between the parties.*

2. Obligations pursuant to the schedules to the agreement

The Authority shall, in relation to this Agreement, perform the Obligations identified in the following table. The time limits and service levels specified in the table will vary in accordance with the application of the Authority's internal governance procedures; including the Authority's Constitution, standing orders, and usual statutory and common law rights of appeal and review.

Ref	Service Area	Function	Service Requirement	Service Level
	General	Decisions	The Authority shall ensure that decisions to be made which directly affect the ability of the Service Provider to deliver the services shall be taken in accordance with the service levels specified and when required subject to the Service Provider submitting relevant papers in sufficient time in advance of the relevant committee meeting.	Planning/Building Control For delegated decisions – 4 Business Days For Committee decisions – 7 Business Days
	General	Freedom of Information	The Authority shall ensure that all FOI requests received which relate to DRS are issued to the Service Provider and responses are obtained.	FOI requests are forwarded within 3 Business Days to the Service Provider
	Land Charges	Record Searches	The Authority shall ensure that all information received by the Authority and required to support the production of Local Land Search results shall be uploaded and made available to the Service Provider.	All information to completed accurately and uploaded within 5 Business Days of receipt.
	Planning	Decisions, Enforcement	The Authority shall ensure that authorised officers who are not Joint	For delegated decisions – 4 Business Days

Ref	Service Area	Function	Service Requirement	Service Level
		and Appeals	Employees are made available at the times or for the periods stipulated in the relevant joint employment contract to the Service Provider to ensure that planning decisions are made at the appropriate time	For Committee decisions – 7 Business Days of the committee date Note: this service level should be applied across all planning and building control purposes
	Building Control	Enforcement	The Authority shall ensure that authorised officers (who are Joint Employees) are made available at the times or for the periods stipulated in the relevant joint employment contract to the Service Provider to ensure that enforcement decisions are made at the appropriate time	For delegated decisions – 4 Business Days For committee decisions – 7 Business Days
	Estate Regeneration	Project Management	<p>The Authority shall use reasonable endeavours to ensure that LBB Housing and reasonable endeavours to procure that Barnet Homes provide the information necessary to support the Service Provider to incorporate all elements of Housing Policy in relation to:</p> <ul style="list-style-type: none"> • Dwelling stock data Type & size • Tenure data and place profiles secure / flexible tenures special needs e.g. disabled, problem families social rented, affordable rented, intermediate • Demand data (waiting list / transfer data) against different sizes of accommodation e.g. family • Dwelling condition surveys • Planned (cyclical and preventative) maintenance programme information • Decent homes programme information • Other estate 'investment programme' details • Any details of non-residential assets on estates 	Information to be provided within 10 Business Days of a request



Schedule 9

Access to Authority's Premises

Part 1

Use of Authority's Premises

1. Licence to Occupy

The Authority and the Service Provider will execute and complete the NLBP Licence on the date hereof.

2. Early termination of NLBP Licence

If this Agreement is terminated for any reason prior to the Expiry Date (or where the Agreement is extended in accordance with clause 2.4.2, where the Agreement is terminated prior to the end of the extended term), the NLBP Licence shall automatically cease and determine with effect from the date of termination.

3 Access Permission

3.1 During the Initial Occupation Period the Authority shall permit the Service Provider to use the Authority's Premises for the provision of the Services as licensee only and on the terms set out in this Schedule 9 (Access to Authority's Premises) and in the NLBP Licence.

3.2 The Authority shall in addition during the Initial Occupation Period permit the Service Provider (as licensee only and on the terms set out in this Schedule) to use such other areas of the Authority's Premises as are necessary for the amenity and comfort of Staff including toilets, meeting rooms, kitchens and canteens. Upon the earlier of the Expiry Date or the Termination Date (or where the Agreement is extended in accordance with clause 2.4.2, where the Agreement expires or is terminated prior to the end of the extended term), this permission shall determine without prejudice to any rights or remedies that may have accrued.

3.3 The Authority shall be under no obligation to permit the Service Provider to use the Authority's Premises after the expiry of the Initial Occupation Period. If the Service Provider is allowed to use the Authority's Premises for Further Occupation Periods (and in the absence of any express agreement made between the parties to the contrary) then the provisions of this Schedule and the obligations on the Service Provider, including the further payment obligations in paragraph 11 of this Schedule, shall apply during those Further Occupation Periods.

3.4 In the event of a breach by the Service Provider of its obligations in this Schedule, the Authority is entitled to serve notice determining any permission granted pursuant to paragraphs 3.1, 3.2 or 3.3 on ten (10) Business Days' notice if such breach is not remedied by the expiry of such notice. For the avoidance of doubt, the Authority's rights of termination relate only to the Authority's Premises where the Service Provider has failed to remedy the alleged breach.

3.5 Subject to the provisions of clause 15 (Dispute Resolution) in the event of a breach by the Service Provider of its obligations in the NLBP Licence, the Authority is entitled to determine the NLBP Licence on ten (10) Business Days' notice if such breach is not remedied by the expiry of such notice.

4. Access to Premises in General

4.1 During the Initial Occupation Period and any Further Occupation Periods (as applicable) the Service Provider shall observe and perform the obligations and regulations set out in this paragraph 4 as well as any rules and regulations made by the Authority in the interests of good estate management in respect of any Authority's Premises (for the avoidance of doubt in addition to the obligations and regulations set out in the NLBP Licence).

4.2 The Service Provider shall keep the Authority's Premises properly secured as appropriate.

4.3 The Service Provider shall maintain and shall use all reasonable endeavours to ensure that Staff, Service Provider Related Parties and all visitors maintain the security of the Authority's Premises whether in use or not.

4.4 The Service Provider shall comply with the Authority's reasonable security requirements at the Authority's Premises, including:

- (a) providing identity details;
- (b) submitting to security checks on request;
- (c) complying with the Authority's requirements relating to security passes and any other forms of Authority ID as required.

4.5 The Service Provider shall use all reasonable endeavours to ensure that access to the Authority's Premises is restricted to Staff engaged upon or in connection with the provision of the Services or the performance of the business of the Service Provider.

4.6 The Service Provider shall issue to all Staff who shall at any time have access to the Authority's Premises security passes in such form as the Authority may from time to time determine and issue to the Service Provider and shall use its reasonable endeavours to ensure that such Staff carry such passes at all times.

4.7 The Service Provider shall be responsible for the safekeeping of any keys passes and other means of access provided to the Service Provider by the Authority and shall only permit such keys passes and other means of access to be given to those Staff whose names and addresses have been supplied to the Authority and then only to the extent required for the purposes of providing the Services or performing the business of the Service Provider. In addition, the Service Provider shall ensure that the Authority is informed as soon as reasonably practicable of the loss of any keys, passes and other means of access and shall reimburse to the Authority any cost of replacement and/or any reasonable security measures implemented as a result of such loss.

4.8 The Authority (acting reasonably) reserves the right to refuse admission to or require removal of any person from the Authority's Premises.

4.9 The Service Provider shall be responsible for theft, loss or damage to:

- (a) its own property, plant, equipment, data or personal possessions brought onto the Authority's Premises; and
- (b) Authority property, Assets, Authority Assets, plant, equipment, or data used or within the reasonable care and control of the Service Provider where such damage is caused due to the Service Provider breaching the provisions of this paragraph 4.

5. No compensation

The Service Provider shall not be entitled to any compensation in respect of any variation of the terms of the permission granted by clause 3.1, 3.2 or 3.3 or the NLBP Licence or on automatic determination in accordance with the provisions of this Agreement.

6. Use of Premises

The Service Provider and its personnel shall use the Authority's Premises only in connection with the provision of the Services and the performance of Service Provider's business.

7. Deemed Knowledge of the Service Provider in Respect of the Authority's Premises

The Service Provider shall be deemed to have inspected the Authority's Premises and to have satisfied itself as to the condition and suitability of the Authority's Premises for the provision of the Services.

8. Authority warranty

8.1 The Authority warrants that it does not require or it has obtained the consent of its superior landlord to the grant of the NLBP Licence and the rights of use for the other premises within the Authority Premises prior to the date hereof.

8.2 The Authority warrants that it has notified its insurers of the grant of the NLBP Licence.

9. Notification by Service Provider of Any Change to Premises

The Service Provider shall obtain the Authority's written consent before implementing any change to the Authority's Premises, and shall notify the Authority in writing once such change has been undertaken.

10. Notification by Authority of Any Change to Premises

The Authority shall notify the Service Provider of any significant change to the Authority's Premises provided that any such changes shall be carried out at the expense of the Authority and shall not impede the Service Provider's ability to provide the Services in accordance with this Agreement.

11. Payments for Further Occupation Periods

During any Further Occupation Periods the Service Provider shall pay to the Authority on demand a fair and proper proportion (calculated in accordance with the area of the

Authority's Premises that it occupies) of all costs, expenses, outgoings (including without prejudice to the generality of the foregoing rent, service charges, services costs, repair, maintenance, cleaning, and reasonable administration costs) incurred by the Authority in respect of the Authority's Premises.

12. Indemnity on Failure to Vacate

If the Authority shall exercise its break clause in respect of its leasehold interest in North London Business Park and the Service Provider fails to vacate those premises prior to the NLBP Break Date then the Service Provider shall fully and effectually indemnify the Authority against all expenses, costs, claims, rent or other liabilities incurred by the Authority under the terms of the Authority's leases of those premises and any ancillary documents and arising as a consequence of the Service Provider's failure to vacate.

13. Consequences of Early Licence Termination

13.1 This paragraph 13.1 shall apply if during the Initial Occupation Period the NLBP Licence is ended in circumstances set out in clause 5.1.4 of the NLBP Licence. Unless otherwise agreed between the Parties, the Authority shall on termination of the NLBP Licence make available to the Service Provider suitable alternative accommodation from which the Services can be delivered for the remainder of the Initial Occupation Period and the Authority shall procure the grant of a substitute licence to the Service Provider (which the Service Provider shall not unreasonably refuse) on substantially the same terms as the NLBP Licence.

13.2 Notwithstanding any other provisions of this Agreement, the exercise by the Authority of the right to terminate the NLBP Licence pursuant to paragraph 5.1.4 of the NLBP Licence during the Initial Occupation Period shall be treated as an Excusing Cause provided that the impact of the termination of the NLBP Licence on the Services is dealt with in accordance with the Change Protocol.

13.3 The Authority shall indemnify the Service Provider for any costs reasonably incurred by the Service Provider as a consequence of relocating and occupying an alternative premises (but only for the remainder of the Initial Occupation Period) as a consequence of the termination of the NLBP Licence during the Initial Occupation Period in accordance with paragraph 5.1.4 of the NLBP Licence provided that the costs and consequences of the termination are dealt with in accordance with the Change Protocol.

Schedule 9

Access to Authority's Premises

Part 2

NLBP Licence

DATED 2013

(1) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF BARNET

(2) CAPITA (BDRS) LIMITED

LICENCE TO OCCUPY

relating to premises at North London

Business Park, Oakleigh Road South, Barnet N11 1NP

For the London Borough of Barnet

HB Public Law

Legal & Governance Services

PO Box 2

Civic Centre

Harrow HA1 2UH

Parties

- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF BARNET** of Building 4, North London Business Park, Oakleigh Road South, London N11 1NP (**Licensor**)
 - (2) **Capita (BDRS) Limited** (Company registration number 8615172) of 17 Rochester Row, London SW1P 1QT (**Licensee**)
- (the **Parties**)

Background

- (A) The Licensee is a joint venture company formed between Barnet (Holdings) Limited a wholly owned company of the London Borough of Barnet and Capita Symonds Limited 02018542 for the purposes of delivering the Partnering Contract and for delivering such further areas of business as joint venture parties may from time to time agree under a business plan.
- (B) The Licensor and the Licensee have agreed to share premises for the purposes of delivering the Licensee's Services and the Parties have agreed to enter into this Licence to facilitate the sharing of the Premises.
- (C) The Licensor and the Licensee agree that all outgoings in relation to the occupation of the Premises, if any, shall be discharged by the Licensee under the terms of the Partnering Contract.

Agreed Terms

1 Interpretation

- 1.1 The definitions and rules of interpretation in this clause apply in this licence:

Building means all those buildings known as Buildings 2 and 4, North London Business Park, Oakleigh Road South, Barnet N11 1NP;

Building Common Parts means any entrances entrance halls lifts stairs passage ways landings lavatory accommodation and other parts of the Buildings available or intended to be available either for use in common by or for the provision of services to the Licensor as shown edged in blue on the plan annexed;

Commencement Date means the Service Transfer Date of the Partnering Contract or earlier by agreement of both parties;

Contents means the furniture office equipment, including facsimile and photocopying equipment and other items belonging to the Licensor and to be used by the Licensee during the period of occupation detailed on an inventory to be agreed between the Parties within fifteen (15) Business Days of the Commencement Date;

Designated Hours means at all times during the week, including Saturdays, Sundays, bank or public holidays;

Estate means North London Business Park, Oakleigh Road South, London N11 1NP;

Estate Road(s) means the roadways footpaths within the Estate (subject always to the right of the Licensor and, landlord of the Licensor from time to time upon giving not less than 7 days previous notice in writing to the Licensee (save in case of emergency) to alter modify or stop up the routes of any of the roadways and footpaths at any time during the Licence Period so long as reasonable and commodious vehicular and pedestrian access is maintained to the Premises at all times);

Leases means the leases under which the Licensor occupies the Building;

Licence Period means the period from and including the Commencement Date to and including 31st August 2015 and then for consecutive six monthly periods thereafter subject at all times to termination in accordance with clause 5;

Necessary Consents means all planning permissions and all other consents, licences, permissions, certificates, authorisations and approvals whether of a public or private nature including superior landlords which shall be required for the Permitted Use;

Partnering Contract means the agreement between the Licensor, and the Licensee for the provision of Development and Regulatory Services (DRS);

Permitted Use means use for occupation of the Licensee's employees and Sub-Contractors for the implementation and delivery of the business of the Licensee agreed under the Licensee's business plan;

Premises means such parts of the Building as the Licensor shall from time to time designate in writing for the use of the Licensee under the terms of this Licence which in all circumstances shall be suitable for the provision of the Services;

Services means the services to be delivered by the Licensee ;

Superior Landlord means any landlord of the Licensor under the Leases and any landlords of superior leasehold interests in the Building or Estate.

- 1.2 Clause and paragraph headings shall not affect the interpretation of this Licence.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however, incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

- 1.8 A reference to writing or written excludes faxes and e-mail.
- 1.9 Any obligation in this licence on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.10 References to clauses are to the clauses of this licence.
- 1.11 Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2 Licence to Occupy

- 2.1 Subject to clause 3 and clause 4 hereof, the Licensor permits the Licensee to occupy the Premises for the Permitted Use for the Licence Period during the Designated Hours in common with the Licensor and all others authorised by the Licensor (so far as is not inconsistent with the rights given to the Licensor in the Leases or the rights granted to the Licensee to use the Premises.
- 2.2 The Licensee shall be allowed to use the Estate Roads for obtaining access to and from the Premises and Building Common Parts.
- 2.3 The Licensee shall be allowed to use the Building Common Parts and any associated car parking areas subject to availability in accordance with the number of parking permits issued.
- 2.4 Subject to availability and prior booking, the Licensee shall be allowed to use in common with the Licensor and other occupiers of the Building the meeting/conference room facilities in the Building.
- 2.5 The Licensee acknowledges that:
- 2.5.1 this licence is not intended to confer exclusive possession on the Licensee nor does it create the legal relationship of landlord and tenant between the parties. The Licensee shall not be entitled to a tenancy of any kind, or to any statutory security of tenure now or when this Licence ends;
 - 2.5.2 the legal possession of the Building remains vested in the Licensor at all times and the Licensee shall occupy the Premises as a licensee during the Designated Hours;
 - 2.5.3 the Licensor retains control, possession and management of the Premises and the Licensee has no right to exclude the Licensor from the Premises;
 - 2.5.4 the Licensee's right to occupy is personal to the Licensee and is not assignable and the rights given in clause 2 may only be exercised by the Licensee and its employees;
 - 2.5.5 without prejudice to its rights under this licence the Licensor shall at its absolute discretion be entitled to re-designate the Premises at any time requiring the Licensee to transfer to comparable space within the Building; and

- 2.5.6 the Licensor reserves its right to exercise its break options under the Leases on not less than six months notice taking effect on 17th October 2015 and if it does so, and it has not already served notice to terminate under clause 51.2, this licence shall immediately determine on the determination of the Leases in accordance with clause 5.1.4.

3 Licensee's Undertaking

- 3.1 The Licensee undertakes to provide Third Party Public Liability Insurance as set out in the Partnering Contract, such to includes cover for liabilities (including claimant's costs and expenses) for damages in respect of accidental death, or bodily injury, illness, death, disease contracted by any person; loss or damage to property; or interference to property or any easement right of air, light, water or way or the enjoyment or use thereof by obstruction, trespass, nuisance, loss of amenities, or any like cause, happening during the Licence Period and arising out of or in connection with the Partnering Contract and the provision of the Services from the Premises

- 3.2 The Licensee undertakes to permit the Licensor and all persons with authority from the Licensor:

- 3.2.1 at any time to enter the Premises to view the state and condition of the Premises or those of any other part of the Building or the Estate;
- 3.2.2 to open up parts of the Premises if so required for viewing or if necessary for the maintenance of the structure of the Building;
- 3.2.3 to take schedules or inventories of the Licensor's contents to be yielded up at the end of the Licence Period in accordance with clause 29 of the Partnering Contract;
- 3.2.4 to keep the Premises clean, tidy and clear of rubbish on a daily basis;
- 3.2.5 to make good any damage of any nature caused to the Premises and the Contents by the Licensee or any persons visiting or attending the Premises in connection with the Licensee's use and occupation thereof (fair wear and tear excluded);
- 3.2.6 not to remove the Contents from the Premises and to replace with articles of the same kind and value any items of the Contents which may be lost damaged or destroyed (fair wear and tear excepted) or pay for them as reasonably requested by the Licensor;
- 3.2.7 not to use the Premises other than for the Permitted Use;
- 3.2.8 not to make any alteration or addition whatsoever to the Premises;
- 3.2.9 not to display any advertisement, signboards, nameplate, inscription, flag, banner, placard, poster, signs or notices at the Premises or elsewhere in the Building without the prior written consent of the Licensor subject to any Superior Landlord's consent and the terms of the Leases);
- 3.2.10 not to do or permit to be done on the Premises anything which is illegal or which may be or become a nuisance, (whether actionable or not) damage,

annoyance, inconvenience or cause disturbance to the Licensor or to other tenants or occupiers of the Building or any owner or occupier of neighbouring property;

- 3.2.11 not to obstruct the Building Common Parts and the Estate Roads;
- 3.2.12 not to apply for any planning permission in respect of the Premises;
- 3.2.13 not to do anything that will or might constitute a material breach of any Necessary Consents affecting the Premises or which will or might vitiate in whole or in part any insurance effected in respect of the Premises and Building from time to time;
- 3.2.14 to observe any rules and regulations the Licensor has made and notified to the Licensee governing the Licensee's use of the Premises and the Building Common Parts and the Estate Roads as contained in the Leases and this licence;
- 3.2.15 to leave the Premises in a clean and tidy condition and to remove the Licensee's furniture equipment and goods from the Premises at the termination of this licence;
- 3.2.16 to comply in all respects with all of the Licensor's policies which affect the Premises which shall include without limitation its Health and Safety at Work Policy Equal Opportunities (Employment) Policy and Policy for Smoking at Work;
- 3.2.17 not to impede the Licensor or any of its officers in the exercise of their rights of possession and control of the Premises and Building.

- 3.3 If the Licensee shall remain in occupation of the Premises following 1st September 2015 then for all periods after that date it shall pay to the Licensor the costs of its occupation of the Premises in accordance with paragraph 11 of Part 1 of Schedule 9 (Access to the Authority's Premises) to the Partnering Contract.

4 Indemnity

- 4.1 This clause 4 shall not be construed as imposing greater obligations or liabilities on the Licensee than are imposed on it under the Partnering Contract. The Licensee shall indemnify the Licensor and keep the Licensor indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising from:
 - 4.1.1 the material breach of the Licensee's undertakings contained in clause 3; and/or
 - 4.1.2 the exercise of any rights given in clause 2.2 to 2.4 inclusive.

5 Termination

- 5.1 The licence to occupy granted by this licence shall end on the earliest of:

- 5.1.1 a breach of any of the Licensee's undertakings contained in clause 3 which is notified by the Licensors to the Licensee in writing and which is not then remedied by the Licensee within 10 Business Days of the receipt of such notice;
- 5.1.2 On the expiry of not less than three months notice in writing given by the Licensors to the Licensee, such notice to expire not earlier than 31st August 2015 or at any time thereafter;
- 5.1.3 on the termination of the Partnering Contract.
- 5.1.4 At any time when the Licensors has no continuing right of occupation to the Premises under the Leases or any successor arrangements.

5.2 The Licensee shall immediately vacate the Premises on termination of this licence. Termination is without prejudice to the rights of either party in connection with any antecedent breach of or other obligation subsisting under this licence.

6 Notices

6.1 Any notice given under this licence shall be in writing and shall be delivered personally, or sent by pre-paid first-class post or recorded delivery or by commercial courier, to each party required to receive the notice as set out below:

6.1.1 to the Licensors at: London Borough of Barnet, North London Business Park, Oakleigh Road South, London N11 1NP and marked for the attention of the Chief Executive.

6.1.2 to the Licensee at: Capita Group Property, Tower Court, Coventry CV6 5NX
or as otherwise specified by the relevant party by notice in writing to each other party.

6.2 Any notice shall be deemed to have been duly received:

6.2.1 if delivered personally, when left at the address and for the contact referred to in this clause; or

6.2.2 if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting; or

6.2.3 if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

6.3 A notice required to be given under this licence shall not be validly given if sent by e-mail.

7 General

7.1 The Licensors warrants that it has obtained all the Necessary Consents for the Permitted Use as at the Commencement Date.

7.2 The Licensors warrants that the Premises are physically fit for the purposes specified in clause 2.

7.3 The Licensor is not to be liable for the death of, or injury to the Licensee or its employees or authorised invitees or for damage to any property of the Licensee, or for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by them in the exercise of the rights granted by clause 2 PROVIDED ALWAYS that nothing contained in this clause shall apply to any accident happening or injury in so far as it is caused by the negligence of the Licensor or the Licensor's agents, servants, authorised invitees or licensees.

7.4 The Licensor shall be entitled to vary the Designated Hours with the mutual agreement of the Licensee.

8 **Rights of Third Parties**

A person who is not a party to this licence may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

9 **Local Authority's Statutory Functions**

This licence and anything implied herein shall not prejudice or affect the Licensor's rights powers duties and obligations in exercise of its function as a local or public authority and the rights powers and duties and obligations of the Licensor under all public or private statutes bye laws orders and regulations may be fully and effectually exercised in relation to the Premises as if the licence to occupy granted by this licence had not been entered into and as if the Licensor was not the owner of the Premises.

This licence has been entered into as a deed on the date stated at the beginning of it.

The Common Seal of the **Mayor & Burgesses of**)

The London Borough of Barnet was affixed to this)

Deed in the presence of:)

Authorised Signatory

Authorised Signatory

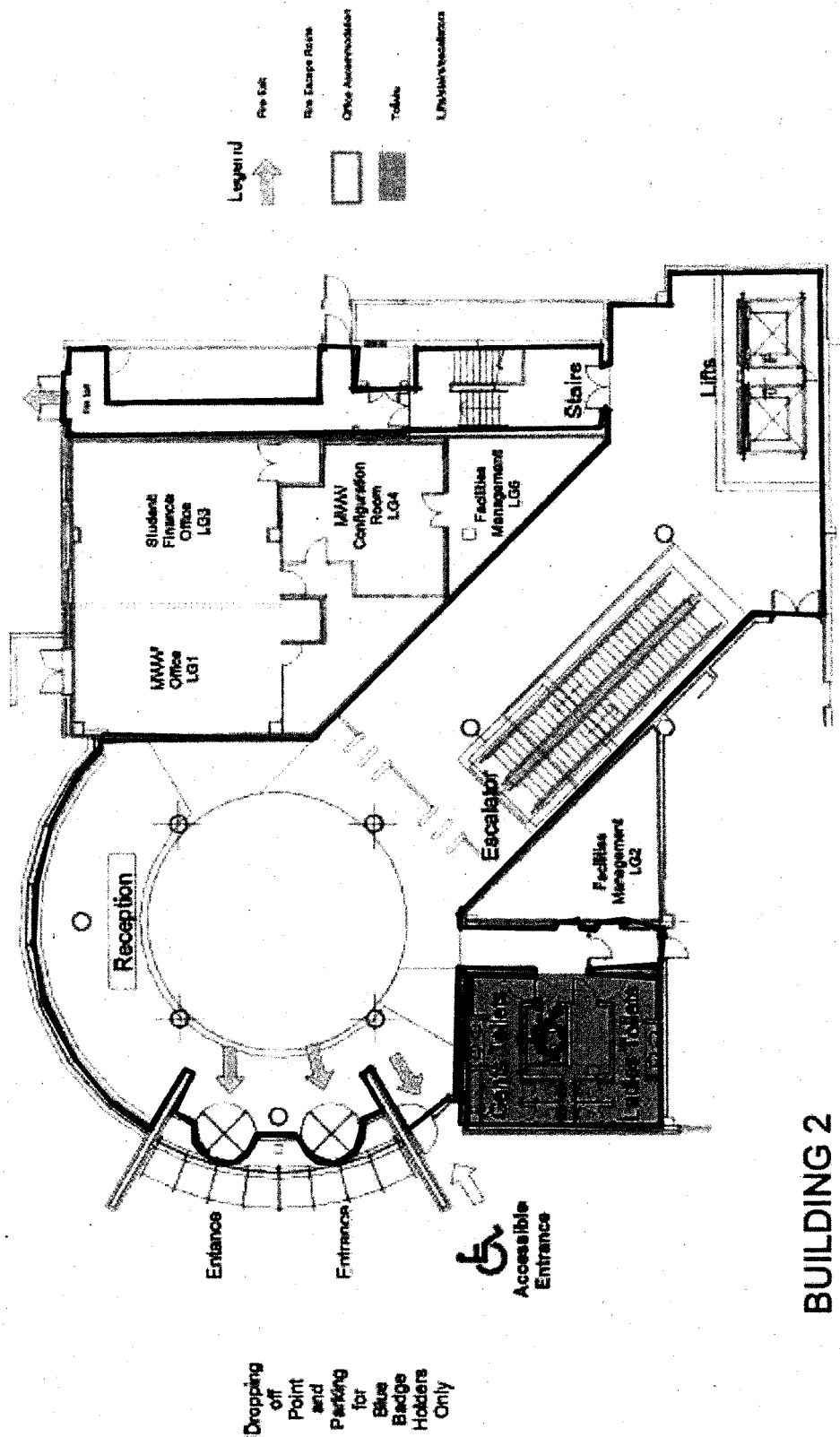
Executed as a deed by Capita (BDRS) Limited)

acting by two Directors or a Director and its)

Company Secretary)

Director

Director / Company Secretary

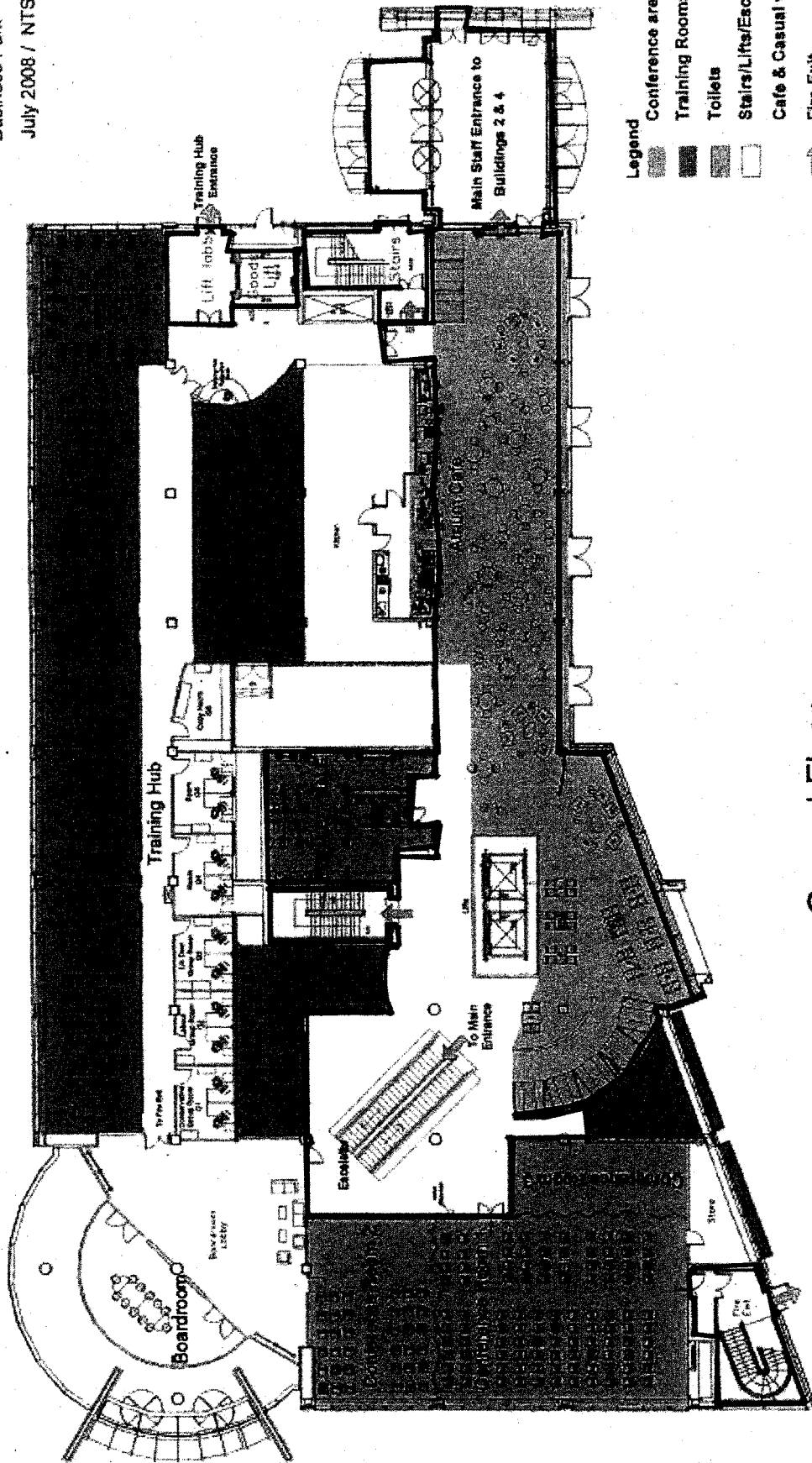


BUILDING 2
LOWER GROUND FLOOR



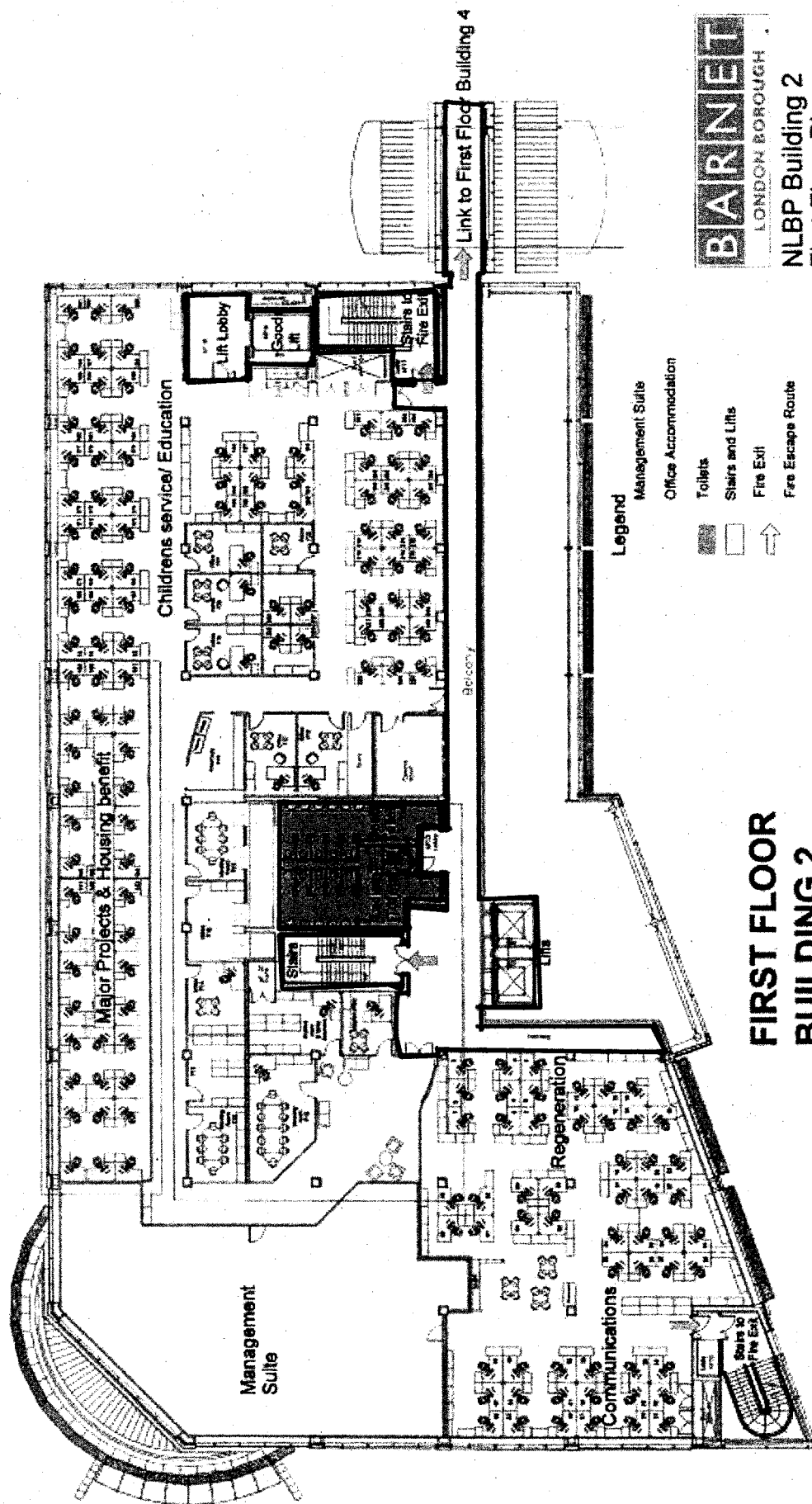
North London
Business Park

July 2008 / NTS



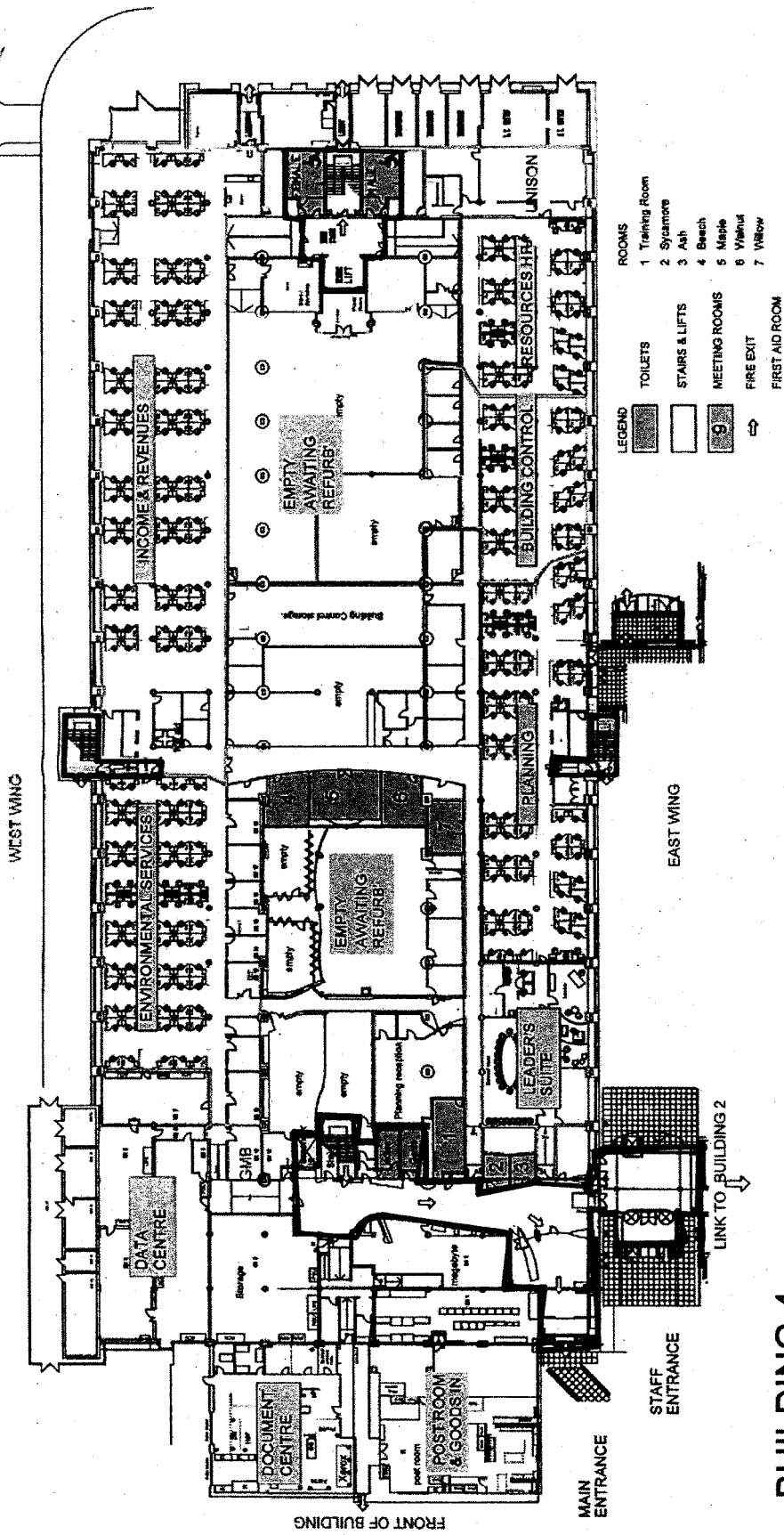
- Legend
- Conference area
 - Training Rooms
 - Toilets
 - Stairs/Lifts/Escalators
 - Cafe & Casual working area
 - Fire Exit
 - Fire Escape Route

Ground Floor
Building 2





North London
Business Park
July 2008 / NTS

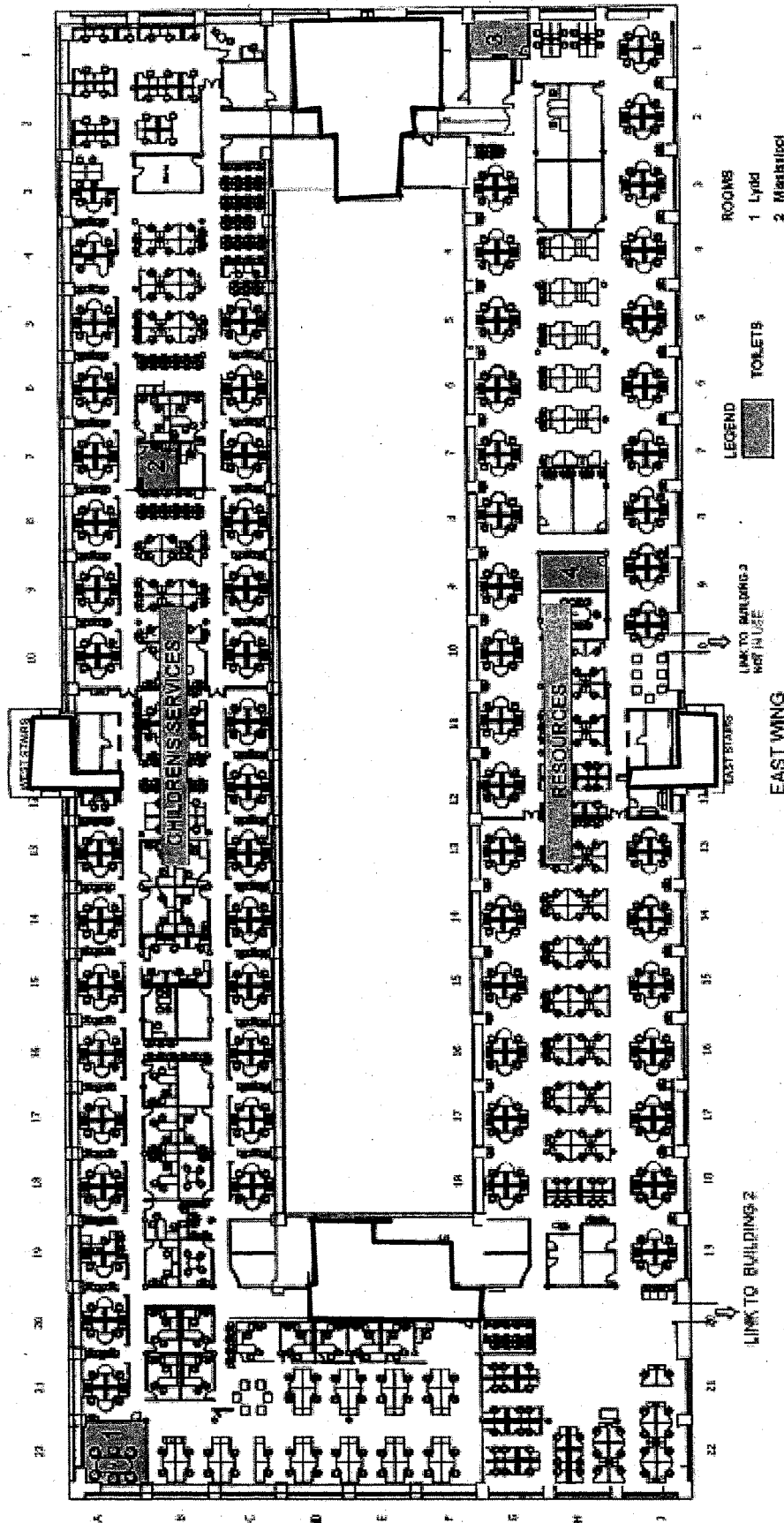


BUILDING 4 GROUND FLOOR



North London
Business Park
July 2008 / NTS

WEST WING



FRONT OF BUILDING

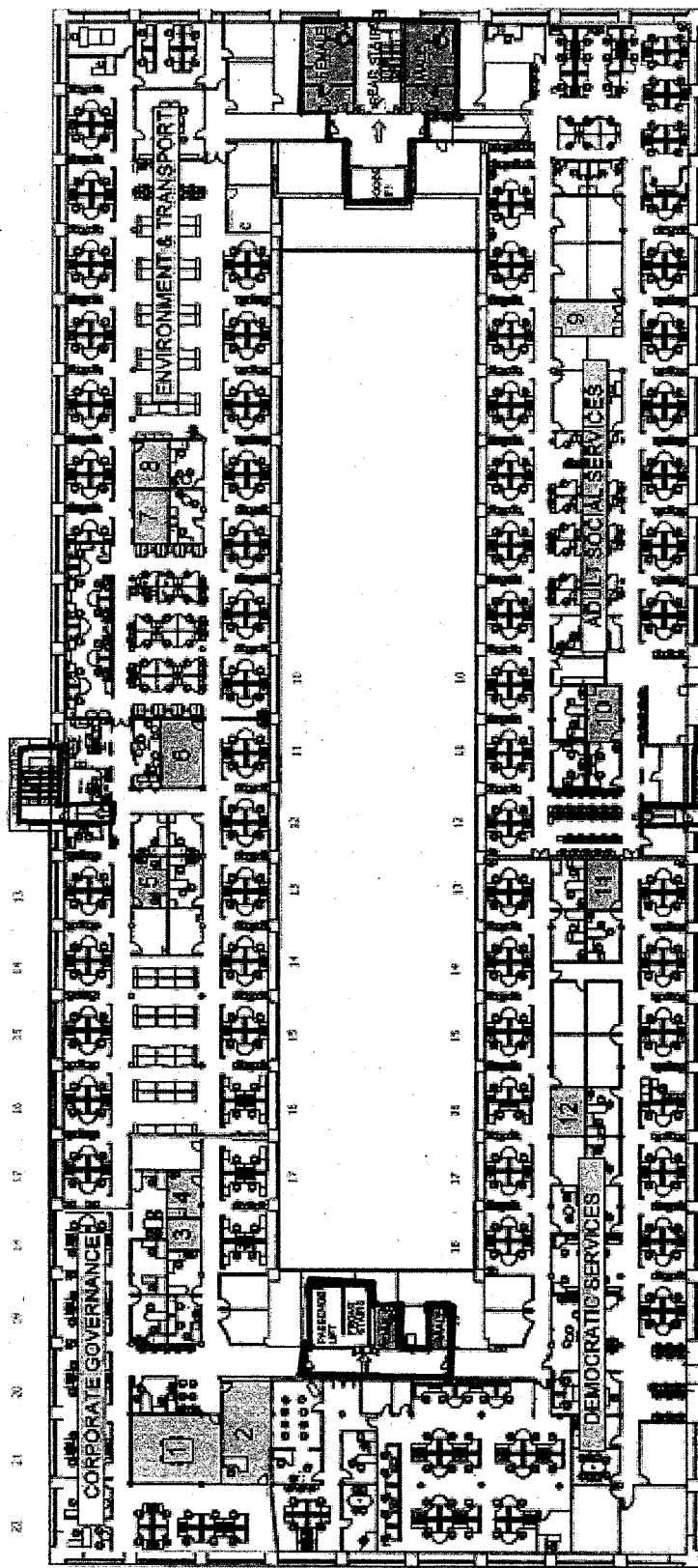
REAR OF BUILDING

BUILDING 4
FIRST FLOOR



North London
Business Park
July 2008 / NTS

T WING



FRONT OF BUILDING

- LEGEND
- TOILETS
 - STAIRS & LIFTS
 - MEE TING ROOMS
 - FIRE EXIT
- ROOMS
- 1 Denute
 - 2 Greenplans
 - 3 Faith Room
 - 4 Water
 - 5 Fire
 - 6 Allas
 - 7 Air
 - 8 Earth
 - 9 Alps
 - 10 Bankers Draft
 - 11 White Heart
 - 12 Cavalier

LINK TO BUILDING 3
NOT IN USE

EAST STAIRS
EAST WING

LINK TO BUILDING 2
NOT IN USE

BUILDING 4 SECOND FLOOR

Schedule 10

Authority Assets

Part 1

Initial Transferring Assets

Part 2

Authority Assets

	A	D	G
1	ICT Assets and Costs		
2	Item	No	Comments
3	Desktop Computers		
4	Standard Small Desktop	83	Please refer to firstpoint product catalogue for more details
5	AutoCAD 3D/Bentley Workstation	10	
6	Revit/GIS/Advanced Workstation	0	
7	Monitors		
8	17" Widescreen Monitor	0	
9	19" Widescreen Monitor	0	
10	22" Widescreen Monitor	186	
11	24" Widescreen Monitor	0	
12	Laptop Computers		
13	Standard Laptop inc. dock	0	
14	Lightweight Laptop inc. dock	23	
15	Design Laptop #1 inc. dock	10	
16	Design Laptop #2 inc. dock	0	
17	Lightweight Tablet #2 inc. dock	60	
18	Capita WAN Connection		
19	Medium High (30-100Mbit)	1	
20	Mobiles & 3G		
21	Blackberry 8520	0	Includes 500MB data allowance, does not include call costs
22	Blackberry 9300	47	Includes 500MB data allowance, does not include call costs
23	Nokia C1-02	47	Does not include call costs
24	Nokia C2-01	0	Does not include call costs
25	3G Modem Sticks	60	Includes 5GB per month data allowance, an ActivCard is also required per user for remote access to Capita systems
26	Telephone System		
27	Mitel VoIP Phone System	1	Indicative price for basic Mitel Phone System, supports up to 300 handsets
28	5550 Console Phone	1	Console telephone and license suitable for reception staff
29	5312 IP Phone	74	Standard Basic IP Telephone including license
30	5324 IP Phone	19	Enhanced IP Telephone including license
31	Phone lines		
32	BT Single Phone Line	0	Phone line for single telephone or device, such as fax machine or franking machine.
33	BT ISDN30 Line	1	ISDN30 for use with a Phone System, price is indicative for 30 channels and 140 DDI numbers
34	Remote Access		
35	ActivCard (soft or physical token)	124	Required for access to Capita systems remotely, including Capita Remote (VPN) and Outlook Web Access (webmail)
36	Cabling		
37	Structured Cabling (per port)	250	Indicative price for structured cabling installation, assumes easy access.
38	Printers		
39	New B&W A4 printer	1	Typical A4 B&W Laser printer. Does not include consumables
40	New Colour A3 printer	1	Typical A3 Colour Laser printer. Does not include consumables
41	New Colour MFD Copier/Printer	2	Typical Colour MFD from Capita RDS, exact price will depend on requirements. Rental also includes an assumed 15k B&W and 8k Colour pages per month per machine. Pages are charged at 0.45p for B&W and 4.5p for Colour and include toner
42	Plotters		
43	New plotter	1	Typical A0 wide format plotter. Does not include consumables
44	Servers		
45	File Server	1	Indicative price for a file server with 2TB of disk space.
46	Non File Server	1	Indicative price for a server with no file storage space, typically used for license or application hosting
47	Switches		
48	New 48 Port Switch	5	Standard HP 48 Port PoE Switch
49	New 24 Port Switch	0	Standard HP 24 Port PoE Switch
50	Firewalls		
51	New firewall	2	Standard Juniper Firewall device
52	Wireless Networking		
53	Corporate Wireless LAN	15	Cost is per access point. Site survey will be required to confirm exact number required, but 1 access point per 20 users is a good benchmark.
54			

Building Control																		
Asset	Type	Quantity	Location held (if applicable)	Service Unit	Make	Model	Energy	Year Purchased	Useage	Estimated life (remaining in years)	Current Value	Replacement Cost (if over £300)	Any maintainance or warranties? (if over £300)	Individual identification number/code (if over £300)	Outstanding financing?	Contract collected (if leased)	Currently owned or leased	Notes
Altimeters		2	Office	Building Control	Haga							£250					Owned	each
Damp meter		1	Office	Building Control	Protimeter							£400		£604,760			Owned	
Concrete penetrometers		6	Office	Building Control								£60					Owned	each
Glass testing kit		1	Office	Building Control	Merlin	100/400						£300					Owned	
Toughned glass identifier		1	Office	Building Control	Sharples	S99						£265					Owned	
		1										£1,200						Estimated cost - have requested price from manufacturer
Strain guage			Office	Building Control	Mayes												Owned	
Concrete schmidt hammer		1	Office	Building Control	Wykeham Furnace							£375					Owned	
Proformeter,		1	Office	Building Control	Proceq	3						£1,775					Owned	
8mm camcorder with tripod		1	Office	Building Control	canon	E500											Owned	Obsolete
Micro cover meter		1	Office	Building Control	Koletic							£2,000		12509			Owned	
Vane testers		2	Office	Building Control	EDECO	Pilcon						£650					Owned	each
10.0 mega pixel camerers		12	Personal	Building Control	canon	0028X185						£70					Owned	each
PDQ Credit card machine		1	Office	Building Control													Leased	Property of Barclay Card
Telescopic ladder		1	Office	Building Control								£60						
Binoculars		1	Office	Building Control	Opticron							£150						
Local printer		1	Office	Building Control	HP	4050TN						£500					Owned	
Safe		1	Office	Building Control	Phoenix	FS0430						£600					Owned	

Cemetary & Crematorium														
Asset	Type	Location	Service Unit	Description	Make	Model	Energy	Year Purchased	Usage	Estimated life remaining (years)	Current Value	Contractual Obligations (if any)	Current Status	Notes
Fridge/freezer	Office	HCC	Small fridge/freezer	Kooler	BC-110	Electricity	2010	Admin	5	£120			Owned	
Microwave Oven	Office	HCC	Microwave oven	Dalwoo	700W D	700W	2009	Admin	5	£70			Owned	
Convector Heater	Office	HCC	Free standing Convector Heater	Dimplex	W2000	2000w	2010	Admin	5	£50				
Fan Assisted Convector Heater	Office	HCC	Fan Assisted Convector Heater	Heatstore	HS2000N	2000W	2009	Admin	5	£50			Owned	
Fan Assisted Convector Heater	Office	HCC	Fan Assisted Convector Heater	Heatstore	HS2000N	2000W	2009	Admin	5	£50			Owned	
Fan Assisted Convector Heater	Office	HCC	Fan Assisted Convector Heater	Heatstore	HS2000N	2000W	2009	Admin	5	£50			Owned	
Electronic Mailing system	Office	HCC	Franking Machine for mail/Post	Indicia	DM200i	?	2012	Admin	5	£150			Owned	
Kettle	Office	HCC	Electric Kettle	Igenix			2010	Admin	2	£15			Owned	
Photocopier, Printer, scanner	Office	HCC	Multi Function Photocopier, Printer, Scanner	Xerox	Workcentre 7125	?	2012	Admin	5	£500	via I.S.		Leased	
Engraving Machine	Crem	HCC	Plastic Plaque Engraving Machine	GravoGraph	IS 200	?	2011	Crematory	10	£3,500			Owned	
Lectern	Crem	HCC	Wooden Lectern	?	?		1980	South Chapel	5	£200			Owned	
Strimmer	Crem	HCC	Grass strimmer petrol motor	STIHL	FS 100R	Petrol	2009	Cutting Grass	5	£100			Owned	
Church Organ	Crem	HCC	Electric Organ			Electric	2000	Playing music	5	£300			Owned	
Church Organ	Church	HCC	Electric Organ			Electric	1995	Playing music	5	£2,000			Owned	
Fax Machine	Office	HCC	Fax Machine	Philips	Magic 5 eco PPF 632	Electric	2012	Sending/Receiving Fax	5	£100			Owned	
Electric Air Cooler	Office	Crematorium	Electric Air/Fan Air Cooler with remote control		DF-AF 190 1C	70W	2012	temperature Control	5	£75			Owned	
Electric Air Cooler	Office	HCC	Electric Air/Fan Air Cooler with remote control		DF-AF 190 1C	70W	2012	temperature Control	5	£75			Owned	
Debit Card/Credit Card machine	Office	HCC	Portable Contactless Electronic Card Payment Processor	Barclaycard	EFT930B 930BEM-007-BBCLF	?	?	Admin	5	£100	Yes		Leased	
Crematorium PC	Crem	HCC	HP Monitor	HP	CZC112 DMNQ	Electric	2012	Crematory	5	£150			Owned	
Crematorium PC	Crem	HCC	HP Processor/Music Library	HP	D170 PQ	Electric	2012	Crematory	5	£600			Owned	
Crematorium PC	Crem	HCC	LG Processor/CCTV and display screen	Compaq	307WA 60069	Electric	2012	Crematory	5	£150			Owned	
Crematorium PC	Crem	HCC	Compaq Monitor	LG	CZC112 DMSC	Electric	2012	Crematory	5	£600			Owned	
Officiates Alter	Crem	HCC	Marble and wood ceremonial altar				1926	Ceremonial and placing of religious symbols etc	10	£2,000			Owned	
Television Monitor	Crem	HCC	42" colour television/monitor/Cloister area	Samsung		Electric	2007	Mourners to monitor progress of service	5	£100			Owned	
Television Monitor	Crem	HCC	36" colour television/monitor/Cloister area	Celcus		Electric	2008	Mourners to monitor progress of service	5	£100			Owned	
CD Player	Crem	HCC	Digital Compact Disc player	Denon		Electric	2012	Playing music	5	£300			Owned	
CD Player	Church	HCC	Digital Compact Disc player	Denon		Electric	2012	Playing music	1	£300			Owned	
Music system amplifier	Crem	HCC	Music system amplifier	Denon		Electric	2012	Playing music	2	£300			Owned	
Music system amplifier	Church	HCC	Music system amplifier	Denon		Electric	2012	Playing music	2	£300			Owned	
Ash storage shelving	Crem	HCC	Storage of ashes shelving for 100 ashes				1990	Ashes storage	10	£150			Owned	
Ash storage shelving	Crem	HCC	Storage of ashes shelving for 100 ashes				1990	Ashes storage	10	£150			Owned	
Wheel Chair	Crem	HCC	Disable access	Spencer			2000	Access	5	£50			Owned	
Wheel Chair	Crem	HCC	Disable access	Spencer			2000	Access	5	£50			Owned	
Tressels	Church	HCC	Low wooden tressels for open coffin				2000	Funeral service	10	£70				
Tressels	Crem	HCC	Low wooden tressels for open coffin				2000	Funeral service	10	£70				
Transfer bier	Crem	HCC	Transfer coffin from chapel to crematory	Twigg & Co			1995	Funeral service	5	£150			Owned	
Transfer Bier	Crem	HCC	Transfer coffin from chapel to crematory	Twigg & Co			1995	Funeral service	5	£150			Owned	
Charging Bier	Crem	HCC	Automatic charging in to cremator	JG Shelton		Electric	1997	Funeral service	2	£300			Owned	
Vacuum Cleaner	Crem	HCC	Cleaning and maintenance	Henry		Electric	2008	Housekeeping	5	£50			Owned	
Vacuum Cleaner	Crem	HCC	Cleaning and maintenance	Henry		Electric	2010	Housekeeping	5	£50			Owned	
4 Tier filing cabinet	Crem	HCC	4 Draw filing cabinet for storage of administration	?	?		2000	Admin	5	£60				
Work desk	Crem	HCC	75 x 150 cm	?	?	N/A	2005	Admin	5	£50			Owned	
Fridge/freezer	Office	HCC	?	Coolzone	?	Electric	2009	5	£100					
Microwave Oven	Office	HCC	Microwave oven	Panasonic	800	800W	Electric	2007	5	£70				
Kettle	Office	HCC	Electric Kettle	Philips			Electric	2010	2	£15				
Excavator	Cemetery	HCC	Excavator/grave digging machine	Mill Hill Depot Go Plant	Iseki TH4330	32HP 3 Cylinder clean burn diesel	Leased 2011	Burial	10 Yrs	£40,000	£14,820.00 pa		Termination value £6,600	
Grounds maintenance vehicle	Cemetery	HCC	Kubota	Mill Hill Depot/Go Plant	Kubota	Diesel	Leased 2008	Burial/Grounds maintenance	5 Yrs	£8,000.00	8,000 pa			
Grounds maintenance vehicle	Cemetery	HCC	Kubota	Kubota	Kubota	Diesel	Leased 2008	Burial/Grounds maintenance	5 Yrs	£8,000.00			Owned	
Grave Shoring Unit	Cemetery	HCC	Grave Shoring Unit Coffin Shaped				2012	Grave excavation	10	£1,000			Owned	
Grave Shoring Unit	Cemetery	HCC	Grave Shoring Unit Coffin Shaped				1998	Grave excavation	5	£150			Owned	
Grave Shoring Unit	Cemetery	HCC	Grave Shoring Unit Coffin Shaped				2005	Grave excavation	10	£175			Owned	
Grave Shoring Unit	Cemetery	HCC	Grave Shoring Unit Casket Shaped				2005	Grave excavation	10	£200			Owned	
Strimmer/Brushcutter	Cemetery	HCC	Grass strimmer petrol motor	STIHL	FS 100R	Petrol	2012	Cutting Grass	5	£350			Owned	
Strimmer/Brushcutter	Cemetery	HCC	Grass strimmer petrol motor	STIHL	FS 100R	Petrol	2012	Cutting Grass	5	£350			Owned	
Strimmer/Brushcutter	Cemetery	HCC	Grass strimmer petrol motor	STIHL	FS 100R	Petrol	2012	Cutting Grass	5	£350			Owned	
Strimmer/Brushcutter	Cemetery	HCC	Grass strimmer petrol motor	STIHL	FS 100R	Petrol	2012	Cutting Grass	5	£350			Owned	
Strimmer/Brushcutter	Cemetery	HCC	Grass strimmer petrol motor	STIHL	FS 100R	Petrol	2012	Cutting Grass	5	£350			Owned	
Blower	Cemetery	HCC	Air blower with backpack petrol motor	STIHL	BR 380	Petrol	2012	Grass Clearance	5	£275			Owned	
Blower	Cemetery	HCC	Air blower with backpack petrol motor	STIHL	BR 380	Petrol	2012	Grass Clearance	5	£275			Owned	
Blower	Cemetery	HCC	Air blower with backpack petrol motor	STIHL	BR 380	Petrol	2012	Grass Clearance	5	£275			Owned	
Blower	Cemetery	HCC	Air blower with backpack petrol motor	STIHL	BR 380	Petrol	2012	Grass Clearance	5	£275			Owned	
Blower	Cemetery	HCC	Air blower with backpack petrol motor	STIHL	BR 380	Petrol	2012	Grass Clearance	5	£275			Owned	
Hand Held Blower	Cemetery	HCC	Hand Held Air Blower	STIHL	BG 85C	Petrol	2011	Grass Clearance	5	£190			Owned	

Cemetery & Crematorium													
Asset	Type	Location	Service Unit	Item	Make	Model	Energy	Year Purchased	Usage	Estimated life (remaining in years)	Current Value	Original Value	Ownership
Hand Held Blower		Cemetery	HCC	Hand Held Air Blower	STIHL	BG 86C	Petrol	2011	Grass Clearance	5	£190		Owned
Hedge Cutter		Cemetery	HCC	Hedge Cutter	STIHL	HC 190	Petrol	2012	Hedge Cutting	5	£295		Owned
Hedge Cutter		Cemetery	HCC	Hedge Cutter	STIHL	HC 190	Petrol	2012	Hedge Cutting	5	£295		Owned
Trailer		Cemetery	HCC	Metal Trailer -non braked for towing	GT Trailers			2007	Grounds maintenance	5	£200		Owned
Trailer		Cemetery	HCC	Metal Trailer -non braked for towing	GT Trailers			2010	Grounds maintenance	10	£800		Owned
Drill		Cemetery	HCC	Hammer drill	Dewalt	DC 725	Electric	2012	Maintenance	5	£100		Owned
Compressor		Cemetery	HCC	Air compressor	Honda		Electric	2009	Maintenance	5	£300		Owned
Jetwasher		Cemetery	HCC	Jetwasher			Electric	2009	Maintenance	5	£750		Owned
Water Pump		Cemetery	HCC	Water Pump to remove water from grave/excavation			Petrol	2008	Burial/Grounds maintenance	5	£150		Owned
Battery Charger		Cemetery	HCC	Battery Charger for Plant/vehicles	Champion		Electric	2010	Burial/Grounds maintenance	5	£60.00		Owned
Fridgefreezer		Cemetery	HCC	?	?		?	2000	Burial/Grounds maintenance	3	£50		Owned
Microwave Oven		Cemetery	HCC	Microwave oven	?		700W	2005	Burial/Grounds maintenance	5	£70		Owned
Kettle		Cemetery	HCC	Electric Kettle	?		Electric	2009	Burial/Grounds maintenance	2	£15		Owned
Cooker		Cemetery	HCC	Gas Cooker	?		Gas	1995	Burial/Grounds maintenance	2	£50		Owned
Gardening Miscellaneous		Cemetery	HCC	Gardeners Rake	Spaldings		None	2009	Burial/Grounds maintenance	2	15		Owned
Gardening Miscellaneous		Cemetery	HCC	Gardeners Rake	Spaldings		None	2009	Burial/Grounds maintenance	2	15		Owned
Gardening Miscellaneous		Cemetery	HCC	Gardeners Rake	Spaldings		None	2009	Burial/Grounds maintenance	2	15		Owned
Gardening Miscellaneous		Cemetery	HCC	Gardeners Rake	Spaldings		None	2010	Burial/Grounds maintenance	2	20		Owned
Gardening Miscellaneous		Cemetery	HCC	Gardeners Rake	Spaldings		None	2010	Burial/Grounds maintenance	2	20		Owned
Gardening Miscellaneous		Cemetery	HCC	Gardeners Rake	Spaldings		None	2010	Burial/Grounds maintenance	2	20		Owned
Gardening Miscellaneous		Cemetery	HCC	Gardeners Rake	Spaldings		None	2010	Burial/Grounds maintenance	2	20		Owned
Gardening Miscellaneous		Cemetery	HCC	Gardeners Shovel	Spaldings		None	2010	Burial/Grounds maintenance	2	20		Owned
Gardening Miscellaneous		Cemetery	HCC	Gardeners Shovel	Spaldings		None	2010	Burial/Grounds maintenance	2	20		Owned
Gardening Miscellaneous		Cemetery	HCC	Gardeners Shovel	Spaldings		None	2011	Burial/Grounds maintenance	2	25		Owned
Gardening Miscellaneous		Cemetery	HCC	Gardeners Shovel	Spaldings		None	2011	Burial/Grounds maintenance	2	25		Owned
Gardening Miscellaneous		Cemetery	HCC	Gardeners Shovel	Spaldings		None	2011	Burial/Grounds maintenance	2	25		Owned
Gardening Miscellaneous		Cemetery	HCC	Gardeners Shovel	Spaldings		None	2011	Burial/Grounds maintenance	2	25		Owned
Gardening Miscellaneous		Cemetery	HCC	Gardeners Shovel	Spaldings		None	2011	Burial/Grounds maintenance	2	25		Owned
Gardening Miscellaneous		Cemetery	HCC	Pruning Shears	Spaldings		None	2010	Burial/Grounds maintenance	2	20		Owned
Gardening Miscellaneous		Cemetery	HCC	Pruning Shears	Spaldings		None	2009	Burial/Grounds maintenance	2	15		Owned
Gardening Miscellaneous		Cemetery	HCC	Pruning Shears	Spaldings		None	2010	Burial/Grounds maintenance	2	20		Owned
Gardening Miscellaneous		Cemetery	HCC	Pruning Shears	Spaldings		None	2008	Burial/Grounds maintenance	2	15		Owned
Gardening Miscellaneous		Cemetery	HCC	Pruning Shears	Spaldings		None	2008	Burial/Grounds maintenance	2	15		Owned
Gardening Miscellaneous		Cemetery	HCC	Pruning Shears	Spaldings		None	2007	Burial/Grounds maintenance	2	15		Owned
Gardening Miscellaneous		Cemetery	HCC	Pruning Shears	Spaldings		None	2007	Burial/Grounds maintenance	2	15		Owned
Gardening Miscellaneous		Cemetery	HCC	Long Handle Loppers	Spaldings		None	2011	Burial/Grounds maintenance	2	35		Owned
Gardening Miscellaneous		Cemetery	HCC	Long Handle Loppers	Spaldings		None	2011	Burial/Grounds maintenance	2	35		Owned
Gardening Miscellaneous		Cemetery	HCC	Long Handle Loppers	Spaldings		None	2011	Burial/Grounds maintenance	2	35		Owned
Gardening Miscellaneous		Cemetery	HCC	Long Handle Loppers	Spaldings		None	2010	Burial/Grounds maintenance	2	25		Owned
Gardening Miscellaneous		Cemetery	HCC	Long Handle Loppers	Spaldings		None	2008	Burial/Grounds maintenance	2	20		Owned
Gardening Miscellaneous		Cemetery	HCC	Half Moon Edgers	Spaldings		None	2009	Burial/Grounds maintenance	2	25		Owned
Gardening Miscellaneous		Cemetery	HCC	Half Moon Edgers	Spaldings		None	2008	Burial/Grounds maintenance	2	20		Owned
Gardening Miscellaneous		Cemetery	HCC	Half Moon Edgers	Spaldings		None	2010	Burial/Grounds maintenance	2	30		Owned
Gardening Miscellaneous		Cemetery	HCC	Half Moon Edgers	Spaldings		None	2010	Burial/Grounds maintenance	2	30		Owned
Gardening Miscellaneous		Cemetery	HCC	Half Moon Edgers	Spaldings		None	2011	Burial/Grounds maintenance	2	33		Owned
Gardening Miscellaneous		Cemetery	HCC	Short Handle Loppers	Spaldings		None	2011	Burial/Grounds maintenance	2	33		Owned

Cemetery & Crematorium														
Asset	Type	Location (if applicable)	Service Unit	Item	Mark	Model	Energy	Year Purchased	Usage	Estimated life remaining in years	Current value	Condition (collect or replace)	Current owner	Proposed future status
	Gardening Miscellaneous	Cemetery	HCC	Short Handle Loppers	Spaldings		None	2010	Burial/Grounds maintenance	2	30		Owned	
	Gardening Miscellaneous	Cemetery	HCC	Short Handle Loppers	Spaldings		None	2009	Burial/Grounds maintenance	2	30		Owned	
	Gardening Miscellaneous	Cemetery	HCC	Short Handle Loppers	Spaldings		None	2008	Burial/Grounds maintenance	2	25		Owned	
	Gardening Miscellaneous	Cemetery	HCC	Short Handle Loppers	Spaldings		None	2008	Burial/Grounds maintenance	2	25		Owned	

Environmental Health																			
Asset	Type	Quantity	Location held (if applicable)	Service Unit	Make	Model	Energy	Year Purchased	Usage	Estimated life (remaining)	Current Value	Replacement Cost (if over £300)	Any maintenance or warranties? (if over £300)	Individual identification number/code	Outstanding financing?	Contract collected (if leased)	Currently owned or leased	Notes	
Camera		14	NLBP	PSH			batteries	2009	Regular		£1,302					n/a	Owned	Please enter average of year purchased or range	
Damp meter		10	NLBP	PSH			batteries	2009	Regular		£200					n/a	Owned		
Equip bag		12	NLBP	PSH				2009	Regular		£132					n/a	Owned		
Calculator		6	NLBP	PSH			batteries	Variable	Regular		£12					n/a	Owned		
Torch		8	NLBP	PSH			batteries	2009	Regular		£120					n/a	Owned		
Screwdriver		7	NLBP	PSH				2009	Regular		£56					n/a	Owned		
Inspection chamber keys		8	NLBP	PSH				2009	Regular		£72					n/a	Owned		
Mechanical Tape measure		10	NLBP	PSH				2009	Regular		£180					n/a	Owned		
Laser Measure		11	NLBP	PSH			batteries	2009	Regular		£1,309					n/a	Owned		
Live Cable tester		6	NLBP	PSH			batteries	2009	Regular		£48					n/a	Owned		
High Viz tabard		6	NLBP	PSH				2009	Regular		£78					n/a	Owned		
Face mask		3	NLBP	PSH				2009	Regular		£9					n/a	Owned		
Safety goggles		3	NLBP	PSH				2009	Regular		£12					n/a	Owned		
Coveralls		6	NLBP	PSH				2009	Regular		£162					n/a	Owned		
Heavy Duty Gloves		9	NLBP	PSH				2009	Regular		£36					n/a	Owned		
Safety Helmets		8	NLBP	PSH				2009	Regular		£40					n/a	Owned		
Over Coats		8	NLBP	PSH				Variable	Regular		£592					n/a	Owned	Please enter average of year purchased or range	
Safety Wellys		9	NLBP	PSH				Variable	Regular		£126					n/a	Owned	Please enter average of year purchased or range	
Safety Shoes		11	NLBP	PSH				Variable	Regular		£330					n/a	Owned	Please enter average of year purchased or range	
Level & Tripod		1	NLBP	PSH			batteries	2009	Regular							n/a	Owned		
Camera		5	NLBP	FH&S	Canon	Ixus 107/A2400/Powershot	batteries	2008-2011	Regular		£200?	£600 (5x£120)				n/a	Owned		
Camera		2	NLBP	FH&S	Samsung	NV5	batteries	2008	Regular		£80?					n/a	Owned		
Camera		4	NLBP	FH&S	Casio	Exilim	batteries	2008	Regular		£744	£480 (4x£120)				n/a	Owned		
Camera		1	NLBP	FH&S	Finepix	HS10	batteries	2011	Regular		£200	£400				n/a	Owned		
Zanussi chest freezer		1	NLBP	FH&S	Zanussi		mains	2007	Regular		£50?	£500?				n/a	Owned		
Unnamed chest freezer		1	NLBP	FH&S	?		mains	unknown	Regular		£50?	£200				n/a	Owned		
Electra fridge/freezer		1	NLBP	FH&S	Electra		mains	unknown	Regular		£50?	£300				n/a	Owned		
Campingaz insulation box		4	NLBP	FH&S			N/A	unknown	Regular		Unknown					n/a	Owned		
Comark data logger		4	NLBP	FH&S	Comark		batteries	unknown	low		Unknown					n/a	Owned		
Bio hazard containers		3	NLBP	FH&S			N/A	unknown	low		Unknown					n/a	Owned		
EZ magic DM220/DO8E CD writer		1	NLBP	FH&S	Digimagic		batteries	2011	low		Unknown	£300				n/a	Owned		
Optoma projector		1	NLBP	FH&S	Optoma		mains	unknown	Regular		Unknown	£300				n/a	Owned		
Sony TCM 939 tape recorder		1	NLBP	FH&S	Sony		Mains	unknown	low		Unknown					n/a	Owned		
Swimming pool testing kits		3	NLBP	FH&S			N/A	unknown	low		Unknown					n/a	Owned		
Reference probe		1	NLBP	FH&S			N/A	unknown	Regular		Unknown					n/a	Owned		
Microscope		1	NLBP	FH&S			N/A	1980s?	low		Unknown					n/a	Owned		
Sony video recorder		1	NLBP	FH&S			batteries	unknown	low		Unknown					n/a	Owned		
Asbestos monitoring kits		2	NLBP	FH&S			N/A	unknown	low		Unknown					n/a	Owned		
Ametrek Suratronc surface finish analyser		1	NLBP	FH&S	Ametrek		N/A	2011	low		Unknown					n/a	Owned		
Acer Laptop		1	NLBP	FH&S	Acer		mains/batterie	2009	Regular		£50?	£300				n/a	Owned		
ATP Analyser		2	NLBP	FH&S			batteries	1x2013 1x2011	low		Unknown	£1000?				n/a	Owned		
Torch		12	NLBP	FH&S			batteries	2008-2013	Regular		£180?					n/a	Owned		
Digital Thermometer		8	NLBP	FH&S			batteries	2008-2012	Regular		£200?	400 (8x£50)				n/a	Owned		
Current Detector		8	NLBP	FH&S			batteries	2008	Regular		Unknown					n/a	Owned		
White Coats		20	NLBP	FH&S			N/A	2008-2013	Regular		Unknown	300 (20x£15)				n/a	Owned		
Tapemeasure		4	NLBP	FH&S			N/A	2008	Regular		Unknown					n/a	Owned		
Wellys		4	NLBP	FH&S			N/A	2008	Regular		Unknown					n/a	Owned		
Carbon Monoxide Alarm/Monitors		2	NLBP	FH&S	Sensit	P100	batteries	2012	Regular		£200					n/a	Owned		
Inspection cases		7	NLBP	FH&S			N/A	2008-2013	Regular		Unknown	£350				n/a	Owned		
Safety vests		4	NLBP	PHN & SS	PPSS			2009	low		£1,200	£1,600							
cameras		7	NLBP	PHN & SS	Sony/Casio		batteries	2007-9		4	£1,000						Owned		
drain kit bags		6	NLBP	PHN & SS						10	£400						owned		
asbestos PPE masks		9	NLBP	PHN & SS				2009	low	10+	£200 total						owned		
Noise meter		1	NLBP	PHN & SS	CEL593 plus tapping Machine		batteries	1994	medium	3years		£5000 to replace					owned		
Noise meter			NLBP	PHN & SS	Norsonics110		batteries	2005	medium	5 years		£3500 to replace					owned		
Noise meter			NLBP	PHN & SS	B&K 2236		batteries	1999	medium	5 years		£2000 to replace					owned		
pest control wasp spray and PPE		2	NLBP	Pest Control	Killgerm			2006	Regular		£250						owned		
pest control spray fleas bedbugs &PPE		2	NLBP	Pest Control	Killgerm			2006	Regular		£350						owned		
Pest control cockroach spray		2	NLBP	Pest Control	Killgerm			2006	Regular		£200						owned		
Air conditioning units valves and gas cylinders in Rollalong		42	NLBP	PHN & SS	Nox analyser TEOM			1999	Regular		£6,000						owned		
Pest control bait boxes, bait			NLBP	Pest Control	Killgerm			2006	Regular								owned		
Site safe pest control store		1	NLBP	Pest Control	Site Safe			2006	Regular		£8,000	£8000 to replace							
AQ rollalong enclosure		2	Barnet 1 Tally Ho Barnet 2 Chalgrove school N3 3PL	PHN & SS	Rollalong enclosure			1999	Regular		£500	£5000 to replace					owned		
Air Quality Air conditioning units		2	Barnet 1 Tally Ho Barnet 2 Chalgrove school N3 3PL	PHN & SS				2008&2011	Regular		£1,000	£2000 each to replace Air conditioning units					owned		
PSEC2496282.1																		LWD.49723.21	

Environmental Health																		
Asset	Type	Quantity	Location held (if applicable)	Service Unit	Make	Model	Energy	Year Purchased	Useage	Estimated life (remaining)	Current Value	Replacement Cost (if over £300)	Any maintainance or warranties? (if over £300)	Individual identification number/code	Outstanding financing?	Contract collected (if leased)	Currently owned or leased	Notes
AQ PM10 monitor Teom -R&P		2	Barnet 1 Tally Ho Barnet 2 Chalgrove school N3 3PL	PHN & SS	R&P			1999	Regular		£3,000	£12000 each to replace					owned	
Pest control van hire *2		2	Mill Hill Depot	PHN & SS	VW and Ford		battery	2008	Regular		£ cost of hiring 2 vans and fuel £12,000 per annum. Phones £1						Leased	This is likely to be a a contract rather than an asset
Air Quality		2	Barnet 1 Tally Ho Barnet 2 Chalgrove school N3 3PL	PHN & SS	API Chemiluminescant NOX analysers- Monitor			1999	Regular			£7,000 to replace chemiluminescent Nox analyser					Owned	
Cameras		3	NLBP	PIT	Cameras		battery	2009	regular		3years	£300					Owned	
stab vests		7	NLBP	PIT & PHN	PPSS			2009	low		10+	£2,200					Owned	
Phones		3	NLBP	PIT			battery	2009	regular		3years	£210					Owned	
Personal alarms		3	NLBP	PIT			battery	2010	low		5 years	£80					Owned	
light meter		1	NLBP	PHN & SS	Gossen			2008	Regular		£1,000	£1,000					Owned	

Trading Standards & Licensing																		
Asset	Type	Quantity	Location held (if applicable)	Service Unit	Make	Model	Energy	Year Purchased	Useage	Estimated life (remaining in years)	Current Value	Replacement Cost (if over £300)	Any maintanance or warranties? (if over £300)	Individual identification number/code (if over £300)	Outstanding financing?	Contract collected (if leased)	Currently owned or leased	Notes
Glass measures	various	24 (see below)	Lab	TS	various	various	none	various	various	various								
10L		1		TS														
5L		1		TS														
2L		1		TS														
25ml		1		TS														
25ml		1		TS														
25ml		1		TS														
50ml		1		TS														
125ml		1		TS														
175ml		1		TS														
25ml		1		TS														
25ml		1		TS														
70ml		1		TS														
50ml		1		TS														
half pint		1		TS														
200ml		1		TS														
250ml		1		TS														
25ml		1		TS														
25ml		1		TS														
250ml		1		TS														
1000ml		1		TS														
half pint		1		TS														
250ml (milk)		1		TS														
500ml (milk)		1		TS														
1L (milk)		1		TS														
weights	various	13+ (see below)	lab	TS	various	various	none	various	various	various								
set local standards - up to 10kg		1		TS														
weight bag set - up to 2kg		1		TS														
weight bag set - up to 2kg		1		TS														
5kg		1		TS														
5kg		1		TS														
weight bag set - up to 2kg		1		TS														
20kg		1		TS														
20kg		1		TS														
10kg		1		TS														
10kg		1		TS														
5kg		1		TS														
5kg		1		TS														
other 5/10/20kg (barnet house store)		1	barnet house store	TS														
scales	various	17 (see below)	lab	TS	various	various	none	various	various	various								
mettler comparator		1		TS														
oertling up to 3kg		1		TS														
salonius up to 4.1 kg		1		TS														
stanton precision balance 200g		1		TS														
stanton precision balance 200g		1		TS														
stanton precision balance 500g		1		TS														
mettler scale up to 10kg		1		TS														
salonius up to 5kg		1		TS														
salonius up to 6kg		1		TS														
mettler HE 120 up to 120kg		1		TS														
salonius 3kg		1		TS														
salonius 5kg		1		TS														
salonius comparator 30kg		1		TS														
display module for mettler HE 20		1		TS														
axle weighers (barnet house)		1		TS														
stanton precision balance 500g portable		1		TS														
stanton precision balance 500g		1		TS														
other equipment				TS	various	various	none	various	various	various								
vibration table		1	Lab	TS														
vibration table		1	Lab	TS														
microscope		1	Lab	TS														
eye pressure sensor		1	Lab	TS														
gas filling equipment		1	Lab	TS														
vacuumed/longermed glass																		
microwave heater		1	Lab	TS														
face equipment - Neal		1	office	TS														
variable pace equipment Neal		1	office	TS														
microwave heater		1	Lab	TS														
ltd player		1	Lab	TS			electric											
spectrom analyser		1	Lab	TS														
laser printer		1	Lab	TS														
barcode scanner		1	Lab	TS														
projector		1	office	TS			electric											
microwave heater		1	Lab	TS														

Asset	Type	Quantity	Location held (if applicable)	Service Unit	Make	Model	Energy	Year Purchased	Useage	Estimated life (remaining in years)	Current Value	Replacement Cost (if over £300)	Any maintanance or warranties? (if over £300)	Individual identification number/code (if over £300)	Outstanding financing?	Contract collected (if leased)	Currently owned or leased	Notes
digital thermometer and probe		1	Lab	TS														
Scanner (photo)		1	office		hp		electric											
slab vests		5	office	tsl				2009										
protective equipment eg high vis vests		?	office	tsl	various			various										
hard hats steel toe cap shoes																		
digital cameras		4	office	TS	canon		batteries											
petrol measures		7 (see below)		TS	various	various	none	various	various	various								
600g brass		1	store	TS														
1000g brass		1	store	TS														
2000g brass		1	store	TS														
4000g brass		1	bh store	TS														
1000g brass		1	bh store	TS														
2000g brass		1	bh store	TS														
length measures		2 (see below)		TS														
length measure in		1	Lab	TS	various	various	none	various	various	various								

Highways Network Management																		
Asset	Type	Quantity	Location held (if applicable)	Service Unit	Make	Model	Energy	Year Purchased	Useage	Estimated life (remaining in years)	Current Value	Replacement Cost (if over £300)	Any maintenance or warranties? (if over £300)	Individual identification number/code (if over £300)	Outstanding financing?	Contract collected (if leased)	Currently owned or leased	Notes
Camera Kodak 12 megapixels	Kodak easy share M530	1	Drainage store near column C6	Highways Maint	Kodak	Kodak easy share M530	battery	unknown	daily		£40	n/a	n/a	none	none	n/a	owned	none
Levelling staff	6m	2	Quiet Room	Highways Maint	Survey Supplies	unknown	n/a	unknown	infrequent		£30	n/a	n/a	none	none	n/a	owned	none
Tripod ancillary to Auto Level		1	Quiet Room	Highways Maint	Topcon	AT-GB	n/a	unknown	infrequent		£150	£250	none	none	none	n/a	owned	none
Auto Level	manual set up	1	Quiet Room	Highways Maint	Topcon	AT-GB	n/a	unknown	infrequent		£250	£600	none	SR3983	none	n/a	owned	needs calibration
Measuring Wheel	Standard Type	5	carried by officers	Highways Maint.	Trumeter	unknown	n/a	unknown	Regularly		£80	£110	none	none	none	n/a	owned	none
Digital Cameras	Various	9	carried by officers	Highways Maint.	various	various	n/a	unknown	Regularly		£40	n/a	n/a	none	none	n/a	owned	none
K-Bar leveller	manual set up	2	carried by officers	Street Works	K-Bar	unknown	n/a	2009 and 2012	daily		£1,000	£1,000	none	none	none	n/a	owned	none
Digital Cameras	Various	6	carried by officers	Street Works	various	various	n/a	unknown	Regularly		£40	n/a	n/a	none	none	n/a	owned	none

Traffic and Development																		
Asset	Type	Quantity	Location held (if applicable)	Service Unit	Make	Model	Energy	Year Purchased	Useage	Estimated life (remaining in years)	Current Value	Replacement Cost (if over £300)	Any maintenance or warranties? (if over £300)	Individual identification number/code (if over £300)	Outstanding financing?	Contract collected (if leased)	Currently owned or leased	Notes
Mobile Phones		16	NLBP		Nokia													
Phone		36	NLBP		Cisco Systems													
Blackberrys		1	NLBP		Blackberry													
PC		0	NLBP															
Tablets		36	NLBP		HP													
Rucksacks		36	NLBP															
Docking Station		36	NLBP		HP													
Keyboard		36	NLBP		HP													
Monitor		36	NLBP		HP													
Mouse		36	NLBP		HP													
Overhead Projector		1	NLBP															
Cupboards		22	NLBP															
Lockers (Block of 6)		4	NLBP															
Large Cabinets		14	NLBP															
Chairs		36	NLBP															
Desks		36	NLBP															
Cameras		9	NLBP															
Laminators		1	NLBP															
Yellow Jackets		22	NLBP															
Yellow Vests		12	NLBP															
Measuring Wheel		4	NLBP															
Fans		7	NLBP															
Wrist Supports		4	NLBP															
Tape Measure		1	NLBP															
6 Bank Clickers		10	NLBP															
5 Bank Clickers		1	NLBP															
4 Bank Clickers		4	NLBP															
Hand Held Microphones		4	NLBP															
Video Cameras		4	MH Depot															
SDR Radar Cameras		6	NLBP															
Loop Recorder Traffic Counters (Live)		30	On individual sites															
Loop Recorder Traffic Counters (In need of maintenance)		30	MH Depot															

Schedule 11

Software

Specially Written Software

- NOMAD
- Permit / License management System
- Programme Management Tool
- Project Appraisal System
- Insight Portal

Service Provider's Software

- Capita Symonds Pipeline application
- Capita Symonds Desktop application
- Capita Symonds KPI application
- Capita Symonds SharePoint

Third Party Software

- Windows 7 Professional 64 bit
- Windows XP Professional
- Windows 7 Professional 32 bit
- Microsoft Office Standard 2007
- Microsoft Office 2010 Professional
- Microsoft Project 2007
- Microsoft Project 2010
- Microsoft Visio 2007
- Microsoft Visio 2010
- McAfee VirusScan and Anti-Spyware Enterprise
- LanDesk Management Suite

- Microsoft Internet Explorer 8
- Microsoft Internet Explorer 6
- Adobe Reader 10
- Autodesk Design Review
- Autodesk DWG TrueView
- Lumension Endpoint Security
- Checkpoint Full Disk Encryption (Laptops Only)
- AutoCAD 2010
- SAP
- Axiom
- Frango
- Bentley EXOR application
- ACCSMAP
- Cadcorp Embedded GIS
- ESRI ArcGIS
- Travl
- Picardy5
- Arcady
- Trics
- Transit12
- Linsig
- AutoTrack
- ITrace
- Parkmap
- Linemap
- IDOX Uniform
- IDOX Enterprise

- IDOX Public Access
- IDOX EDRMS
- IDOX Cloud Consultee
- Kirona
- BACAS Cemetery and Crematorium IT Management System

Schedule 12

Partnering Governance

This Schedule 12 (Partnering Governance) sets out the partnering governance arrangements and structures relating to this Agreement, which may be amended and modified from time to time by agreement of the parties.

1 Governance Structure

- 1.1 The Authority and the Service Provider shall establish and maintain throughout the Contract Period a number of boards or teams through which the governance of the partnering relationship between the Authority and the Service Provider shall be managed.
- 1.2 The governance structure shall consist of:
 - 1.2.1 a Strategic Partnership Board
 - 1.2.2 a Partnership Operations Board
 - 1.2.3 a Service Delivery Operations Board

2 Strategic Partnership Board

2.1 Membership

The Strategic Partnership Board (the **Strategic Partnership Board**) shall consist of a minimum of three (3) and maximum of six (6) members from the Authority (at least one (1) of whom must be an elected Member) and a minimum of three (3) and a maximum of six (6) members from the Service Provider. One of the members shall be the chair (the **Chair of the Strategic Partnership Board**) who shall be appointed in accordance with paragraph 2.11. Where a majority of the Strategic Partnership Board so determines, additional members being properly qualified to participate in discussions relating to any particular matter may attend meetings but such persons shall not be permanent members of the Strategic Partnership Board and shall not have voting rights.

- 2.2 Each party will have the right to make reasonable objections to the other party's proposed members.
- 2.3 Should the Authority and the Service Provider agree that the best interests of the Project and/or Services would be served by the removal of one or more members of the Strategic Partnership Board, the parties may so direct in writing and the Authority or the Service Provider as the case may be, will put forward to the Authority and Service Provider the name of a substitute member of the Strategic Partnership Board.
- 2.4 The relevant person shall, with the written consent of the other party, such consent not to be unreasonably withheld or delayed, become a member of the Strategic Partnership Board as from the date of its next meeting.

2.5 Functions

The functions of the Strategic Partnership Board shall be:

- 2.5.1 At its inaugural meeting to agree the partnering protocol, which shall be a declaration agreed by the parties of the principles, objectives and priorities of the Strategic Partnership Board;
- 2.5.2 To provide the overall vision and direction of the Project and Services;
- 2.5.3 To identify areas for potential expansion of the contract, including the introduction of new service elements;
- 2.5.4 To ensure that the Project and Services achieve the partnering objectives and continuous improvement;
- 2.5.5 To ensure that the Project and Services provide additional benefit to the community within the Authority's area, over and above that provided by the Services;
- 2.5.6 To identify new business opportunities for the Project and Services;
- 2.5.7 To act as the final forum of escalation prior to the implementation of any of the dispute resolution procedures set out in Schedule 16 (Dispute Resolution Procedure) if a Dispute arises under the Agreement. In such event both parties acknowledge that it will be necessary to call a meeting of the Strategic Partnership Board in accordance with paragraph 3.1 of Schedule 16 (Dispute Resolution Procedure) to consider such issues.

2.6 Role

The role of the Strategic Partnership Board is to make recommendations to the Authority and to the Service Provider, which the Authority and the Service Provider may accept or reject at their complete discretion. Neither the Strategic Partnership Board itself, nor its members acting in that capacity, shall have any authority to vary any of the provisions of this Agreement or to make any decision binding on the parties. The Authority and the Service Provider shall not rely on any act or omission of the Strategic Partnership Board, or any members of the Strategic Partnership Board acting in that capacity, so as to give rise to any waiver or personal bar in respect of any right, benefit or obligation of the Authority or of the Service Provider under this Agreement. No discussion, review or recommendation by the Strategic Partnership Board shall relieve the Authority or the Service Provider of any liability or vary any such liability or any right or benefit.

2.7 Representatives

The Authority and the Service Provider may appoint their representatives on the Strategic Partnership Board and remove those representatives and appoint replacements, by written notice delivered to the other party at any time. A representative on the Strategic Partnership Board may appoint and remove an alternate (who may be another representative of that party) in the same manner. If a representative is unavailable (and the other parties' representative may rely on the alternate's statement that the

representative is unavailable) his alternate shall have the same rights and powers as the representative.

2.8 Practices and procedures

Subject to the provisions of this Schedule, the members of the Strategic Partnership Board may adopt such procedures and practices for the conduct of the activities of the Strategic Partnership Board as they consider appropriate, from time to time, provided that the quorum for a meeting of the Strategic Partnership Board shall be four (4) (with at least two (2) members of the Authority and two (2) members of the Service Provider present).

2.9 Recommendations

Recommendations and other decisions of the Strategic Partnership Board shall have the affirmative vote of all those voting on the matter, which must include not less than one representative of the Authority and not less than one representative of the Service Provider.

2.10 Voting

Each member of the Strategic Partnership Board shall have one vote.

2.11 Chair of the Strategic Partnership Board

The Authority shall nominate the Chair of the Strategic Partnership Board. The Chair of the Strategic Partnership Board shall not have a casting vote.

2.12 Frequency of meetings

The Strategic Partnership Board shall call their first meeting within six weeks of the Agreement Date.

2.13 The Strategic Partnership Board shall meet at least quarterly and at such shorter periods as agreed by the parties.

2.14 Convening of meetings

Two members of the Strategic Partnership Board, which must include one representative of the Authority and one representative of the Service Provider, together may convene a meeting of the Strategic Partnership Board at any time.

2.15 Notice of meetings

Not less than ten (10) Business Days notice (identifying the agenda items to be discussed at the meeting) shall be given to convene a meeting of the Strategic Partnership Board, except that in emergencies, a meeting may be called at any time on such notice as may be reasonable in the circumstances.

2.16 Attendances at meetings

Meetings of the Strategic Partnership Board should normally involve the attendance (in person or by alternative) of representatives at the meeting. Where the representatives of the Strategic Partnership Board consider it appropriate (by affirmative vote of all those

voting on the matter which must include not less than one representative of the Authority and one representative of the Service Provider) meetings may also be held by telephone or another form of telecommunication by which each participant can hear and speak to all other participants at the same time.

2.17 **Minutes**

Minutes of all decisions (including those made by telephone or other telecommunication form) at meetings of the Strategic Partnership Board shall be drafted by the Service Provider and copies circulated promptly to the Authority for comment and approval, normally within ten (10) Business Days of the making of the decision or the holding of the meeting. A full set of minutes shall be kept by the Service Provider and by the Authority

2.18 **Telephone meetings**

A telephone conference call or video conference or a combination of the same, at which all participants are able to speak to and hear each of the other participants and at which for all times at that meeting a quorum of the Strategic Partnership Board is able to so participate, shall be valid as a meeting of the Strategic Partnership Board.

3 **Partnership Operations Board**

3.1 **Membership**

The Partnership Operations Board (the **Partnership Operations Board**), shall consist of a minimum of three (3) and a maximum of eight (8) members from the Authority, and a minimum of three (3) and maximum of eight (8) members from the Service Provider. One of the members shall be the chair (the **Chair of Partnership Operations Board**) who shall be appointed in rotation in accordance with paragraph 3.11 of this Schedule. Where a majority of the Partnership Operations Board so determines, additional members being properly qualified to participate in discussions relating to any particular matter, may attend meetings but such persons shall not be permanent members of the Partnership Operations Board and shall not have voting rights.

3.2 Each party will have the right to make reasonable objections to the other party's proposed members or the Chair but not so as to frustrate the rotation of the chairmanship.

3.3 Should the Authority and the Service Provider agree that the best interests of the Services would be served by the removal of one or more members of the Partnership Operations Board, those parties may so direct in writing and the Authority or the Service Provider as the case may be, will put forward to the Authority and Service Provider the name of a substitute member of the Partnership Operations Board;

3.4 The relevant person shall with the written consent of the other party, such consent not to be unreasonably withheld or delayed, become a member of the Partnership Operations Board as from the date of its next meeting.

3.5 **Functions**

The functions of the Partnership Operations Board shall be in two parts, to firstly look at the operational performance and secondly to look at future direction, changes and growth and shall include the following:

- 3.5.1 At its inaugural meeting to agree an operational manual, which shall be a declaration agreed by the parties of the principles, objectives and priorities of the Partnership Operation Board;
- 3.5.2 At its inaugural meeting to agree the membership of the Service Delivery Operations Board and confirm their terms of reference;
- 3.5.3 To manage and monitor any yearly review (or any interim reviews) undertaken by both parties;
- 3.5.4 To review actions and proposals for [third party revenue and gain sharing];
- 3.5.5 To provide a forum for joint strategic preliminary discussion and consideration of all aspects with regard to this Agreement including ensuring dissemination of information and consideration of the views of all the stakeholders connected with the Project and Services, in preparation for making recommendations on strategic issues to the Strategic Partnership Board;
- 3.5.6 To act as a forum for escalation if a Dispute arises under the Agreement where the Partnership Operations Board is the relevant and appropriate place for the discussion and resolution of such issues;
- 3.5.7 To consider the operation and use of the Change Protocol in the preceding six month period and identify whether such operation and use has been appropriate, effective and/or has placed an onerous burden on either or both parties. In performing this function the Partnership Operations Board shall take into account all relevant factors including:
 - (a) the number of notices of Change that have been issued;
 - (b) the amount of time it has taken the Service Provider to prepare Estimates;
 - (c) the number of notices of change that have been modified or withdrawn and the reason for the modification/withdrawal;
 - (d) the average value of Changes;
 - (e) the frequency with which disputes have arisen and referrals made to the Dispute Resolution Procedure;
 - (f) whether the time limits set out in the Change Protocol have been complied with and are realistic.
- 3.5.8 Ensuring the successful and efficient operation of the Agreement;
- 3.5.9 Ensuring the successful and efficient operation of the Payment Mechanism;
- 3.5.10 Reviewing actions and proposals for third party revenue and benefit sharing in advance of the Strategic Partnership Board;
- 3.5.11 Ensuring compliance by the Authority with the Best Value Duty;

- 3.5.12 Considering costs and the development of the Services;
- 3.5.13 Considering risks arising in relation to the Project;
- 3.5.14 Review any continuous improvement review and consider how continuous improvement is being achieved in the Services;
- 3.5.15 Avoiding disputes or settling them without the need to invoke the mediation stages of the Dispute Resolution Procedure;
- 3.5.16 Identifying areas where new applications of technology or service innovations may be of benefit to the Authority or the Service Provider;
- 3.5.17 Managing notices of Changes through the Change Protocol set out in Schedule 14 (Change Protocol) to the Agreement.

3.6 Role

The role of the Partnership Operations Board is to make recommendations to the Authority, to the Service Provider and to the Strategic Partnership Board as required, which the Authority and the Service Provider may accept or reject at their complete discretion. Neither the Partnership Operations Board itself, nor its members acting in that capacity, shall have any authority to vary any of the provisions of this Agreement or to make any decision binding on the parties. The Authority and the Service Provider shall not rely on any act or omission of the Partnership Operations Board, or any members of the Partnership Operations Board acting in that capacity, so as to give rise to any waiver or personal bar in respect of any right, benefit or obligation of the Authority or of the Service Provider under this Agreement. No discussion, review or recommendation by the Partnership Operations Board shall relieve the Authority or the Service Provider of any liability or vary any such liability or any right or benefit.

3.7 Representatives

The Authority and the Service Provider may appoint their representatives on the Partnership Operations Board and remove those representatives and appoint replacements, by written notice delivered to the other at any time. A representative on the Partnership Operations Board may appoint and remove an alternate (who may be another representative of that party) in the same manner. If a representative is unavailable (and the other parties' representative may rely on the alternate's statement that the representative is unavailable) his alternate shall have the same rights and powers as the representative.

3.8 Practices and procedures

Subject to the provisions of this Schedule, the members of the Partnership Operations Board may adopt such procedures and practices for the conduct of the activities of the Partnership Operations Board as they consider appropriate (such as procedures for members to attend specific parts of meetings which are relevant to them), from time to time, provided that the quorum for a meeting of the Partnership Operations Board shall be four (4) (with at least two (2) members of the Authority and two (2) members of the Service Provider present).

3.9 Recommendations

Recommendations and other decisions of the Partnership Operations Board must have the affirmative vote of all those voting on the matter, which must include not less than one representative of the Authority and not less than one representative of the Service Provider.

3.10 Voting

Each member of the Partnership Operations Board shall have one vote.

3.11 Chair of the Partnership Operations Board

The Chair of the Partnership Operations Board shall be nominated by the Authority and by the Service Provider alternately every six (6) months during the Contract Period (commencing with the Authority). The Chair of the Partnership Operations Board shall be chosen from amongst each party's representatives on the Partnership Operations Board in rotation. The Chair of the Partnership Operations Board shall not have a casting vote.

3.12 Frequency of meetings

The Partnership Operations Board shall call their first meeting within one (1) month of the Agreement Date.

3.13 The Partnership Operations Board shall meet at least monthly and at such shorter periods as agreed by the parties with more frequent meetings at points of major transition or change.

3.14 Convening of meetings

Any member of the Partnership Operations Board may convene a meeting of the Partnership Operations Board at any time.

3.15 Notice of meetings

3.16 Not less than five (5) Business Days notice (identifying the agenda items to be discussed at the meeting) shall be given to convene a meeting of the Partnership Operations Board, except that in emergencies, a meeting may be called at any time on such notice as may be reasonable in the circumstances.

3.17 Attendances at meetings

Meetings of the Partnership Operations Board should normally involve the attendance (in person or by alternative) of representatives at the meeting. Where the representatives of the Partnership Operations Board consider it appropriate (by affirmative vote of all those voting on the matter which must include not less than one representative of the Authority and one representative of the Service Provider) meetings may also be held by telephone or another form of telecommunication by which each participant can hear and speak to all other participants at the same time.

3.18 Minutes

Minutes of all decisions (including those made by telephone or other telecommunication form) at meetings of the Partnership Operations Board shall be kept by the Service Provider and copies circulated promptly to the Authority, normally within ten (10) Business Days of the making of the decision or the holding of the meeting. A full set of minutes shall be kept by the Service Provider and shall be open to inspection by the Authority or the Service Provider at any time, upon request.

4 Service Delivery Operations Board

4.1 Membership

The membership of the Service Delivery Operations Board shall consist of three (3) members being the Partnership Manager, the Contract Manager and the Contract Manager's deputy. The Service Delivery Operations Board may be attended by other attendees as may be required from time to time. The Authority shall appoint the Contract Manager and Contract Manager's deputy to the Service Delivery Operations Board. The Service Provider shall appoint the Partnership Manager to the Service Delivery Operations Board. Each member shall notify the parties of an alternative member who may take his place in his absence. The alternative member may not nominate a substitute for himself. The Service Delivery Operations Board shall receive advice and reports from additional representatives as required according to the agenda for each meeting, but shall meet in private for all or part of the meeting at the request of any one of the three members.

4.2 Function

The Service Delivery Operations Board is responsible to the Partnership Operations Board for the overall direction and management of the Project and Services and has responsibility and authority for their particular service area within the remit set by the Partnership Operations Board which includes in relation to their service area:

- 4.2.1 Managing the transition and implementation of the service area;
- 4.2.2 Ensuring that each stage or phase of the Project and Services is progressing according to plan;
- 4.2.3 Ensuring that the parties are kept informed of external events that may affect the Project and Services;
- 4.2.4 Making decisions within its terms of reference;
- 4.2.5 Keeping programme managers and other interested parties informed about Project progress and progress regarding the Services;
- 4.2.6 (Subject to clauses 24 (Information and Confidentiality) and 62 (Public Relations and Publicity) acting as the Project's 'voice' to the outside world and be responsible for any publicity or other dissemination of information about the Project and Services;
- 4.2.7 Approving project documentation, e.g. a project initiation document or a stage plan under the Change Protocol;

- 4.2.8 Reviewing the relevant Contract Manager's or Partnership Manager's project reports, including: key milestones met last month, key milestones due next month and RAG status, red risks, top level issues and key dependencies;
- 4.2.9 Prioritising business process re-engineering effort and resources with respect to the Services;
- 4.2.10 Ensuring the successful and efficient operation of the Services;
- 4.2.11 Reviewing the Service Provider's performance in the provision of the Services;
- 4.2.12 Reviewing the Authority's compliance with its obligations under the Agreement;
- 4.2.13 Reviewing the Services carried out by the Service Provider during the Contract Period and considering service delivery and performance through a service management report.

4.3 Role

It is the responsibility of the Service Delivery Operations Board to satisfy themselves that progress is being made in accordance with this Agreement and that the Services are being carried out in accordance with the Output Specifications. The Service Delivery Operations Board may react to any problems that are reported as it deems necessary. Suppliers and business users may use the Service Delivery Operations Board forum to highlight any concerns that they may have with the Project's or Services delivery, dependencies and progress.

- 4.4 The Service Delivery Operations Board shall give the Contract Manager and the Partnership Manager the freedom to manage the delivery of the Project within the constraints set by the Agreement.

4.5 Practices and procedures

The Project and Services shall be managed in accordance with Prince 2 principles. In the event that the project management/Prince 2 approach proves unsuited to overseeing operation of the Services, the Partnership Manager and the Contract Manager will recommend revised terms of reference to the Partnership Operations Board.

4.6 Recommendations

Where there is clear disagreement within the Service Delivery Operations Board, such matters shall be referred to the Partnership Operations Board, if necessary at a specially convened meeting of the Partnership Operations Board requested by the Contract Manager.

4.7 Frequency of meetings

The Service Delivery Operations Board shall meet fortnightly and more frequently as requested by Service Delivery Operations Board members, the Contract Manager and the Partnership Manager.

4.8 Attendance at meetings

Meetings of the Service Delivery Operations Board shall involve the three members or their alternatives.

4.9 Minutes

A note of, or action sheet for, all meetings of the Service Delivery Operations Board shall be prepared.

5 Amendment of The Partnering Governance Arrangements

5.1 The parties recognise that the partnering governance arrangements and structures set out this Schedule as at the Agreement Date will need to be reviewed regularly throughout the Contract Period to ensure that they remain appropriate and workable.

5.2 The provisions and requirements of this Schedule shall be reviewed on an annual basis by the Partnership Operations Board and may be varied or amended from time to time by agreement between the Service Provider and the Authority.

6 Change Control Procedure

This schedule is not intended to undermine the application of the Change Protocol in Schedule 14 (Change Protocol). Where the boards suggest any Changes to the Services or the Agreement, these will be referred to the Change Protocol.

7 Corporate Governance

The Service Provider will at all times be expected to comply with Authority Policies and in accordance with the Authority's Constitution, and shall do so at its own cost. The Service Provider will act in accordance with the Authority's Constitution (as amended from time to time), and in accordance with best practice so that it will ensure that its staff at all times will act in accordance with the same and comply with good corporate governance.

The Service Provider will exercise all its powers and duties in accordance with the law and the Authority's Constitution, and all its appendices to enable the Authority to:

- 8.1 provide clear leadership to the community in partnership with citizens, businesses and other organisations;
- 8.2 provide a means of improving the delivery of services to the community;
- 8.3 itself, or in partnership with others, to provide high quality services through making arrangements to secure continuous improvement in the way its functions are exercised; having regard to a combination of economy, efficiency and effectiveness, as well as its statutory requirements;
- 8.4 address inequality;
- 8.5 support the active involvement of citizens in the process of local authority decision-making;
- 8.6 help councillors represent their constituents more effectively;
- 8.7 enable decision to be taken efficiently and effectively;

- 8.8 create a powerful and effective means of holding decision-makers to public account;
- 8.9 ensure that no-one will review or scrutinise a decision in which they were directly involved in making; and
- 8.10 ensure that those responsible for decision-making are clearly identifiable to local people and that they explain the reasons for decisions.

Where the Authority's Constitution permits the Authority to choose between different courses of action in relation to this Project, the Authority will always (unless it reasonably decides otherwise) save where this would constitute a fetter on the Authority's discretion in exercising its functions as a public/local authority, choose that option which it thinks is closest to the purposes stated above. The Authority will monitor and evaluate the operation of the Authority's Constitution as set out in Article 14 and this may be amended from time to time.

The Service Provider shall at its own cost provide the Services in such a way as to be compatible with and support the Authority's decision making structures and processes which shall from time to time include but not be limited to attendance at Authority meetings including but not limited to Overview and Scrutiny Committee and the Authority's Cabinet and compliance with such requirements shall be deemed to be an integral and fundamental requirement of the Services.

Schedule 13

Monitoring Procedure

This Schedule 13 (Monitoring Procedure) sets out the monitoring procedures relating to this Agreement, which may be amended and modified from time to time by agreement of the parties.

1 The Monthly Performance Report

1.1 The Service Provider shall complete and submit to the Authority a monthly performance report (the **Monthly Performance Report**) within five (5) days of the beginning of each Service Charge Payment Period as part of complying with its obligations in this Schedule. It is the Authority's intention to provide the Service Provider with a template for this purpose, to reduce duplication and to aid the corporate reporting and governance process of the Authority.

1.2 Without prejudice to the Service Provider's obligations in Part 7 (Payment and Audit Provisions) of the Agreement, the Monthly Performance Report shall;

1.2.1 identify performance against target for each Performance Indicator and Key Performance Indicator and present this information in a format that the Service Provider will agree with the Authority;

1.2.2 provide sufficient detail for the Authority to assess the Services in terms of the Service Provider's performance, the quality and the availability of the Services including performance of KPIs and PIs, delivery of Output Specifications and implementation of Service Delivery Plans;

1.2.3 where a KPI's performance is reported in the Monthly Performance Report but its measurement period is less frequent than monthly with regard to its application in the accrual of Under Performance Points or Under Performance Credit Points, such as a Quarterly or Annual KPI, then this interim reporting shall be for information purposes only and shall not lead to the accrual of any Under Performance Points or Under Performance Credit Points when the month in which it is reported is not one in which the KPI monitoring for the accrual of such points is to be measured;

1.2.4 specifically identify where one or more of the following occurs:

- (a) a PI or KPI falls within one of the three bands of underperformance or critical underperformance;
- (b) a KPI meets a level of performance which is identified as being within the over performance target banding, pursuant to paragraph 4.9 of the Payment Mechanism;
- (c) a KPI or PI has been failed for more than one consecutive period of measurement;
- (d) a Rectification Plan is proposed for any KPI failure (and a copy of any such plans to be submitted along with the report);

- (e) a KPI has been failed but the Service Provider considers there to be an event that would constitute an Excusing Cause or Relief Event to be valid.

1.3 The Monthly Performance Report shall also include the following information:

- 1.3.1 a review of whether relevant obligations in the Service Delivery Plans have been implemented;
- 1.3.2 the identification of any areas of poor performance and unavailability of the Services which require improvement and the resulting Rectification Plan to be implemented by the Service Provider as set out in Schedule 4 (Payment Mechanism);
- 1.3.3 where relevant, details of any further significant issues surrounding service performance and ways in which such issues have been addressed;
- 1.3.4 the information required for the operation of the Payment Mechanism to enable the Authority to verify the accuracy of the Service Deductions calculated by the Service Provider and which are to be applied in accordance with Schedule 4 (Payment Mechanism);
- 1.3.5 a status report of the progress of any Special Projects being undertaken or milestones achieved by the Service Provider;
- 1.3.6 any other matters reasonably requested by the Authority;
- 1.3.7 each Performance Review clearly shows the results of each monthly performance review carried out such that the Authority can evaluate the monthly performance trend;
- 1.3.8 the Service Provider shall provide the Authority with electronic access to the KPI and performance reporting information for the purposes of monitoring performance of the Services;
- 1.3.9 the Service Provider shall retain Monthly Performance Reports completed and provided pursuant to this Schedule and minutes of all meetings held in respect of performance monitoring and shall make these available for Authority review and inspection on request.

2 The Quarterly Performance Review

- 2.1 No later than ten (10) Business Days after each Quarterly Date the Service Provider shall submit to the Authority a comprehensive quarterly performance review based upon the last three (3) Monthly Performance Reports. The purpose of the quarterly report is to provide a strategic overview of the Service Provider's performance over the previous three (3) months, together with the cumulative year-to-date view, and shall contain all information set out in the Monthly Performance Reports summarised into a quarterly and cumulative format.

3 Annual Performance Review

- 3.1 On the anniversary of the Service Transfer Date each year the Service Provider shall submit to the Authority a comprehensive and detailed annual Performance Review. The annual Performance Review shall consolidate the quarterly and monthly performance reviews to provide a strategic overview of the Service Provider's performance of the Agreement and shall also:
- 3.1.1 provide an overview of the Service Provider's performance of its obligations pursuant to the Agreement, including those obligations referred to in clause 5.7 (Commercial Development Plan and Services Provider Commitments Remedy) of the Agreement;
 - 3.1.2 provide an overview of the activity of each of the boards set out in Schedule 12 (Partnering Governance) against their respective functions;
 - 3.1.3 consolidate the performance of the past Contract Year into a review document that is suitable for distribution to the Authority so as to provide senior management of both parties with an assessment of high level performance and value for money achieved from the Services and the Project with supporting collated documentation from the Monthly Performance Reports and quarterly performance reviews;
 - 3.1.4 assess the performance of the Services against the Service Performance Levels, KPIs, and PIs, agreed in respect of the previous Contract Year and set out any improvements which the Service Provider must make to the Services in order to achieve the requisite Service Performance Levels, KPIs, and PIs (the impact of any Excusing Causes and/or Relief Events shall be taken into account in this exercise in relation to Service Performance Levels only and such Excusing Causes and/or Relief Events shall be referenced);
 - 3.1.5 record any continuous improvement in relation to the delivery and performance of the Services;
 - 3.1.6 compare the provision of Services with the previous Annual Service Review(s) including an assessment of the progress towards any continuous improvements to the Services; and
 - 3.1.7 identify and provide a record of any changes in relation to the Services and any resulting changes proposed to the Output Specifications and/or Service Delivery Plans having taken into account the obligations set out in Change Protocol.

4 Performance Reviews - General

- 4.1 The Service Provider shall ensure performance data has been collected and processed in accordance with the appropriate methodology, guidance, policy and Good Industry Practice. The Service Provider shall verify and ensure the accuracy of all performance data relating to the Services and include such data as is required by the Authority within the relevant Performance Review. The Service Provider shall also carry out any other activities which are reasonably required by the Authority to satisfy the Authority's wider performance reporting and governance obligations.

- 4.2 The Service Provider, in carrying out its obligation under this Schedule 13 (Monitoring Procedure), shall act in accordance with all relevant Authority Policies.
- 4.3 The Service Provider shall commence undertaking the monthly performance review one (1) month after the Service Transfer Date.
- 4.4 The Service Provider undertakes that the process of the review and the content of each Performance Review shall be objective, fair and reasonable and that the assessment shall be conducted and each Performance Review shall be written in good faith. The operating framework will consist of the following:-

Event	Purpose	Frequency
Service Delivery Operations Board	Review performance, trends, issues	Fortnightly
Partnership Operations Board	Reviewing Monthly Performance Report and priorities	Monthly
Strategic Partnership Board	Review previous quarter's performance, overall priorities and strategic direction	Quarterly
Annual Service Review	Review past Contract Year performance	Annual
Annual Service Plan	Forward look at the year ahead and new emerging priorities	Annual

- 4.5 The Partnership Operations Board and the Strategic Partnership Board shall consider the contents of each Performance Review and discuss its content and implications with the Service Provider. Upon the reasonable request of the Authority, the Service Provider shall provide any additional detail to support or clarify the Performance Review within the timeframe requested by the Authority.
- 4.6 Notwithstanding and without prejudice to the rights elsewhere in the Agreement if the Authority is not satisfied (acting reasonably) with any Performance Review issued by the Service Provider (including any additional detail provided in accordance with this Schedule) or if the Authority requires that the Service Provider rectifies any failure of the Service Provider to carry out the Performance Review in accordance with this Schedule the Authority shall make a written request to the Service Provider for resolution of its concerns or rectification (as the case may be). The Service Provider shall (acting reasonably) consider such request and either carry out such requested actions or rectification within ten (10) Business Days of receipt by the Service Provider of such request or liaise with the Authority in good faith in order that the parties can agree a satisfactory means by which to resolve the concern and/or finalise the relevant Performance Review.

4.7 The Service Provider shall implement any action plan or recommendations set out in the final approved version of the Performance Review upon written confirmation by the Authority and subject to the terms of this Agreement.

4.8 The Service Provider shall provide the Authority with electronic access to the KPI and performance reporting information for the purposes of monitoring the performance of the Services.

4.9 The Service Provider shall retain Monthly Performance Reports completed and provided pursuant to this Schedule 13 (Monitoring Procedure) and minutes of all meetings held in respect of performance monitoring and shall make these available for Authority review and inspection on request.

5 Annual Service Report and Annual Service Plan

5.1 The Service Provider shall in accordance with clause 37 (Annual Service Report and Annual Service Plan) produce an Annual Service Report and an Annual Service Plan. The Annual Service Report shall look back over the previous Contract Year and the Annual Service Plan shall look forward at the forthcoming Contract Year.

5.2 The Annual Service Report shall in addition to the requirements of clause 37 (Annual Service Report and Annual Service Plan) and Schedule 13 (Monitoring Procedure) set out for each forthcoming Contract Year what the Service Provider proposes to do in order to achieve within the Annual Service Plan for the delivery of the Services, the outcomes as more particularly set out in this Agreement and in alignment with the Authority's objectives;

5.3 The Annual Service Report shall include the following information in order to inform the Authority and enable it to assess the success of the Partnership against the obligations set out in this Agreement:

- (a) notification of any claims or disputes pending, submitted or settled (whether this be claims against the Service Provider in delivering the Services or claims the Service Provider is making against third parties in connection with the Services);
- (b) any proposed changes to the accommodation from which Service Provider is delivering the Services;
- (c) details of any impact on third parties whose interest may be affected by any of the proposed activities of the Service Provider in relation to the Services; and
- (d) an organogram of the service detailing the shape of the Authority service, details of staffing numbers, grades and areas of responsibilities.

5.4 The Annual Service Plan shall be provided by the Service Provider to the Authority sixty (60) days prior to the end of each Contract Year. The Annual Service Plan shall include the following information, for each of the Services, in order to inform the Authority of the Service Provider's service plans and to enable the Authority to review those plans for the coming year:

- (a) any proposed changes to the accommodation from which Service Provider is delivering the Services;
- (b) details of any potential impact on third parties whose interest may be affected by any of the proposed activities of the Service Provider in relation to the Services;
- (c) an organogram of the service detailing the shape of the Authority service, details of staffing numbers, grades and areas of responsibilities for the coming year;
- (d) any proposed changes in the approach or method of service delivery including processes, procedures, systems (including ICT systems), and capital investment;
- (e) details of any planned service improvements highlighting the benefit to the Authority and any associated risks;
- (f) details of how any past areas of poor performance will be addressed and how service standards (including delivery of Output Specifications, KPIs and PIs) will be maintained or enhanced;
- (g) any other planned material changes including known items that will be brought forward to the Authority through the change or Special Projects provisions within the Agreement;
- (h) benefits realised.

5.5 Acceptance of the Annual Service Plan by the Authority shall not remove the need for the change provisions pursuant to Schedule 14 (Change Protocol) or any other provisions of the Agreement to be applied.

6 **Partnership Operations Board**

6.1 A monthly report will be produced by the Service Provider within ten (10) days after the end of each calendar month for the Partnership Operations Board meetings providing the following information:

- 6.1.1 Planned dates of key activities/milestones relating to objectives and priorities of the Partnership Operations Board as identified by the Partnership Operations Board;
- 6.1.2 Identification of areas for potential expansion of the agreement within the scope of the OJEU Notice;
- 6.1.3 Actual progress on delivering the capital programme;
- 6.1.4 Actual progress on projects relating to expansion of the agreement;
- 6.1.5 Summary of performance reports (i.e. KPIs & PIs);
- 6.1.6 Identification of additional benefit to the Authority and the Authority's citizens, over and above that provided by the direct provision of the Services;

- 6.1.7 Annual service review report;
- 6.1.8 Update on identified actions and proposals for commercial opportunities;
- 6.1.9 Dispute Resolution Procedure & any dispute escalation issues and reports;
- 6.1.10 Identification of areas where new applications of technology or service innovations may be of benefit to the Authority or the Service Provider.
- 6.1.11 Major capital programme related risks;
- 6.1.12 Review and approve proposed ICT strategies and plans;
- 6.1.13 Staff resource and training plans and summary thereof;
- 6.1.14 Recurring or key problem reports and summary thereof;
- 6.1.15 Ad hoc reporting relating to online surveys of its internal customers. The content of such online surveys shall be agreed with the Authority.

6.2 The Service Provider shall give copies of such report to the Authority and all members of the Partnership Operators Board at least three (3) Business Days in advance of each Partnership Operations Board meeting.

6.3 The Service Provider shall provide any further information reasonably requested by the Authority for the Partnership Operations Board meeting.

7 Service Delivery Operations Board

7.1 A timely report and proposed agenda shall be produced by the Service Provider for the fortnightly meetings (or greater frequency if required) of the Service Delivery Operations Board. The Service Provider shall give copies of such report to the Authority and all members of the Service Delivery Operations Board. Such report shall include some or all of the following as the parties may agree are relevant to the aforementioned agenda:

- 7.1.1 Progress of transition activity against the Transition Plan;
- 7.1.2 Communication of any issues arising with respect to ensuring that the agreement is being delivered according to Transition Plan and specified performance regime, agreed Rectification Plans and monitoring performance against the agreed plan;
- 7.1.3 Communication of external events that may affect the agreement and agreed actions arising from such events;
- 7.1.4 Record of any decisions/approvals required including record of the decisions made;
- 7.1.5 Any documents that require approval and record of approvals of such documents where relevant;
- 7.1.6 Review of Partnership Manager's reports, including: delivery against performance indicators and the Payment Mechanism;

- 7.1.7 Identify any issues regarding the Service Provider's performance in the provision of the Services;
- 7.1.8 Identify any issues relating to the Authority's compliance with its obligations under the Agreement;
- 7.1.9 Report covering the continuous improvement programme (i.e. benchmarks, KPIs/PIs) and review of progress and agreed actions;
- 7.1.10 Detail of change requests and progress on changes;
- 7.1.11 Progress on the delivery of capital projects and Special Projects; and
- 7.1.12 Major project related risks.

Schedule 14

Change Protocol

1 General

- 1.1 The parties agree that no Authority Change or Service Provider Change shall occur or be deemed to have occurred through course of conduct or otherwise but only through the application of the provisions of this Schedule 14 (Change Protocol).
- 1.2 Any proposed Change by either of the Parties for the purposes of this Change Protocol shall require an estimated minimum cost of £5,000 (FIVE THOUSAND POUNDS). Any Change below this minimum value shall be dealt with by the Service Provider without the requirement to adhere to this Change Protocol.

2 Authority Changes

- 2.1 The Authority has the right to propose changes to the Services in accordance with this Schedule. The Authority shall not propose a change to the Services which:
- 2.1.1 requires the Services to be performed in a way that infringes Legislation or is inconsistent with Good Industry Practice;
 - 2.1.2 would cause any Consent to be revoked (or would require a new Consent required to implement the relevant change in the Services which is likely to be unobtainable);
 - 2.1.3 would, if implemented, result in a change in the nature of the Project and Services;
 - 2.1.4 would materially and adversely affect the Service Provider's ability to deliver the Services;
 - 2.1.5 would materially and adversely affect the health and safety of any person; or
 - 2.1.6 the Authority does not have the legal powers to require to be implemented.
- 2.2 If the Authority requires a change to the Services, it must serve an Authority Notice of Change on the Service Provider in accordance with paragraph 2.3.
- 2.3 The Authority Notice of Change shall:
- 2.3.1 set out the change in the Services required in sufficient detail to enable the Service Provider to calculate and provide the Estimated Change in Project Costs in accordance with paragraph 2.4 (the **Estimate**);
 - 2.3.2 in the event that the Authority Change will require Capital Expenditure, state whether the Authority intends to pay the Service Provider the costs involved in implementing the Authority Change or whether the Authority requires the Service Provider to use its reasonable efforts to obtain funding in accordance with paragraph 2.11; and

- 2.3.3 require the Service Provider to provide to the Authority within fifteen (15) Business Days of receipt of the Authority Notice of Change the Estimate.
- 2.4 As soon as practicable and in any event within fifteen (15) Business Days after having received the Authority Notice of Change, the Service Provider shall deliver to the Authority the Estimate. The Estimate shall include the opinion of the Service Provider on:
- 2.4.1 whether relief from compliance with obligations is required, including the obligations of the Service Provider to meet the requirements of the Output Specifications and the Payment Mechanism during the implementation of the Authority Change;
 - 2.4.2 any impact on the provision of the Services;
 - 2.4.3 any impact on the Transition Plan;
 - 2.4.4 any amendment required to this Agreement and/or any Sub-Contract as a result of the Authority Change;
 - 2.4.5 any Estimated Change in Project Costs that results from the Authority Change;
 - 2.4.6 any loss of revenue that results from the Authority Change;
 - 2.4.7 any Capital Expenditure that is required or no longer required as a result of the Authority Change; and
 - 2.4.8 any regulatory approvals which are required.
- 2.5 As soon as practicable after the Authority receives the Estimate, the parties shall discuss and agree the issues set out in the Estimate, including:
- 2.5.1 providing evidence that the Service Provider has used reasonable endeavours (including (where practicable) the use of competitive quotes) to oblige its Sub-Contractors to minimise any increase in costs and maximise any reduction in costs;
 - 2.5.2 demonstrating how any Capital Expenditure to be incurred or avoided is being measured in a cost effective manner, including showing that when such expenditure is incurred, foreseeable Changes in Law at that time have been taken into account by the Service Provider; and
 - 2.5.3 demonstrating that any expenditure that has been avoided, which was anticipated to be incurred to replace or maintain Assets that have been affected by the Authority Change concerned, has been taken into account in the amount which in its opinion has resulted or is required under paragraphs 2.4.5 and/or 2.4.6 and/or 2.4.7.
- 2.6 In such discussions the Authority may modify the Authority Notice of Change. The Service Provider shall, as soon as practicable, and in any event not more than ten (10) Business Days after receipt of such modification, notify the Authority of any consequential changes to the Estimate.

- 2.7 If the Service Provider does not intend to use its own resources to implement an Authority Change it shall comply with Good Industry Practice with the objective of ensuring that it obtains best value for money (taking into account all relevant circumstances including, in particular, the requirements that the Service Provider should not be worse off as a result of the implementation of the Authority Change) when procuring any work, services, supplies, materials or equipment required in relation to the Authority Change.
- 2.8 If the parties cannot agree on the contents of the Estimate then the Dispute will be determined in accordance with the Dispute Resolution Procedure.
- 2.9 As soon as practicable after the contents of the Estimate have been agreed or otherwise determined in accordance with Dispute Resolution Procedure, the Authority shall:
- 2.9.1 confirm in writing the Estimate (as modified if applicable); or
 - 2.9.2 withdraw the Authority Notice of Change.
- 2.10 If the Authority does not confirm in writing the Estimate (as modified) within twenty (20) Business Days of the contents of the Estimate having been agreed in accordance with paragraph 2.5 or determined pursuant to paragraph 2.8 then the Authority Notice of Change shall be deemed to have been withdrawn. Where there is such a withdrawal (either pursuant to this paragraph 2.10 or paragraph 2.9 above) the Authority shall pay to the Service Provider the reasonable additional third party costs incurred by the Service Provider in preparing such Estimate provided that:
- 2.10.1 the Service Provider has used all reasonable endeavours to submit a reasonably priced Estimate;
 - 2.10.2 the Service Provider has made available to the Authority a cost breakdown of the Estimate including an estimate of third party costs to be incurred by the Authority if the Authority Notice of Change is withdrawn or deemed to be withdrawn;
 - 2.10.3 the Authority has:-
 - (a) approved the estimate of third party costs referred to in paragraph 2.10.2 above and the type of third party prior to any third party costs being incurred; and
 - (b) agreed that, given the nature of the proposed Change, it is reasonable to expect the relevant third party to incur costs in preparing the Estimate on the basis of the extent of the proposed change to the Services and the work required in submitting an accurate Estimate in compliance with this paragraph 2; and
 - 2.10.4 the Service Provider has provided the Authority with such evidence as it may reasonably require in order to verify the additional third party costs incurred by the Service Provider.
- 2.11 In the event that the Estimate (as modified) involves estimated Capital Expenditure then (unless the Authority has elected to fund such costs in accordance with paragraph 2.3.2)

the Service Provider shall use its reasonable endeavours to obtain funding for the whole of the estimated Capital Expenditure, on terms reasonably satisfactory to it.

2.12 If the Service Provider has used its reasonable endeavours to obtain funding for the whole of the estimated Capital Expenditure, but has been unable to do so within forty (40) Business Days of the date that the Authority confirmed the Estimate, then the Service Provider shall have no obligation to carry out the Authority Change, unless the Authority agrees within fifteen (15) Business Days of the end of such period to pay the costs for which funding is not available on the basis provided for in paragraph 2.15 below.

2.13 The Authority may, at any time following the date on which the Estimate is confirmed, agree to meet all or, to the extent the Service Provider has obtained funding for part of the Capital Expenditure, the remaining part of the estimated Capital Expenditure.

2.14 In the event that the Estimate has been confirmed by the Authority, then the adjustment to the Periodic Service Payment shall be calculated in accordance with clause 33 (Financial Adjustments).

2.15 Where the Authority agrees to pay the costs for which funding is not available pursuant to paragraphs 2.3.2 or 2.12 or 2.13 above:

2.15.1 the Authority and the Service Provider shall agree:

- (a) a payment schedule in respect of the payment of such sum reflecting the amount and timing of the costs to be incurred by the Service Provider in carrying out the Authority Change to the extent borne by the Authority; and
- (b) where payment for part of a change in the Services reflects the carrying out of, or specific progress towards, an element within the Authority Change, an objective means of providing evidence confirming that the part of the Authority Change corresponding to each occasion when payment is due under the payment schedule appears to have been duly carried out,

(such payment and evidence to be determined in accordance with the Dispute Resolution Procedure, in the event of the Authority and the Service Provider failing to agree as to its terms);

2.15.2 the Authority shall make a payment to the Service Provider within ten (10) Business Days of receipt by the Authority of invoices presented to the Authority complete (in all material respects) in accordance with the agreed payment schedule (as the case may be, varied by agreement from time to time) accompanied by the relevant evidence (where applicable) that the relevant part of the Authority Change has been carried out; and

2.15.3 if payment is not made in accordance with paragraph 2.15.2, the Authority shall pay interest to the Service Provider on the amount unpaid from the date fifteen (15) Business Days after receipt of the relevant invoice until paid at the Prescribed Rate.

- 3 **Service Provider Changes In Service**
- 3.1 If the Service Provider wishes to introduce a change in the Services, it must serve a Service Provider Notice of Change on the Authority.
- 3.2 The Service Provider Notice of Change must:
- 3.2.1 set out the proposed change to the Services in sufficient detail to enable the Authority to evaluate it in full;
 - 3.2.2 specify the Service Provider's reasons for proposing the change to the Services;
 - 3.2.3 request the Authority to consult with the Service Provider with a view to deciding whether to agree to the change to the Services and, if so, what consequential changes the Authority requires as a result;
 - 3.2.4 indicate any implications of the change to the Services;
 - 3.2.5 indicate, in particular, whether a variation to the Periodic Service Payment is proposed (and, if so, give a detailed cost estimate of such proposed change); and
 - 3.2.6 indicate if there are any dates by which a decision by the Authority is critical.
- 3.3 The Authority shall evaluate the Service Provider's proposed change to the Services in good faith, taking into account all relevant issues, including whether:
- 3.3.1 a change in the Periodic Service Payment will occur;
 - 3.3.2 the change affects the quality of the Services or the likelihood of successful delivery of the Services;
 - 3.3.3 the change will interfere with the relationship of the Authority with third parties;
 - 3.3.4 the financial strength of the Service Provider is sufficient to perform the changed Services;
 - 3.3.5 the residual value of the Assets is reduced; or
 - 3.3.6 the change materially affects the risk or costs to which the Authority is exposed.
- 3.4 As soon as practicable after receiving the Service Provider Notice of Change the parties shall meet and discuss the matter referred to in it. During their discussions the Authority may propose reasonable modifications or accept or reject the Service Provider Notice of Change.
- 3.5 If the Authority accepts the Service Provider Notice of Change (with or without modification), the relevant change to the Services shall occur within twenty (20) Business Days of the Authority's acceptance. Within this period, the parties shall consult and agree the remaining details as soon as practicable and shall enter into any documents to amend this Agreement or any relevant Sub-Contract which are necessary to give effect to the change to the Services.

- 3.6 If the Authority rejects the Service Provider Notice of Change (acting reasonably), it shall be obliged to give its reasons for such a rejection.
- 3.7 Unless the Authority's acceptance specifically agrees to an increase in the Periodic Service Payment, there shall be no increase in the Periodic Service Payment as a result of a change to the Services proposed by the Service Provider.
- 3.8 If the change to the Services proposed by the Service Provider causes or will cause the Service Provider's costs or those of a Sub-Contractor to decrease, the Periodic Service Payment, shall be adjusted downwards to reflect a 50/50 sharing in the decrease in the cost of providing the Services between the Authority and the Service Provider.
- 3.9 The Authority cannot reject a change to the Services which is required in order to conform to a Change in Law. The cost of introducing a change to the Services resulting from a Change in Law (including any resulting variation in the Periodic Service Payment) shall be dealt with in accordance with clause 34 (Change in Law) and to the extent not dealt with shall be borne by the Service Provider.

Schedule 15

Special Projects Approval Procedure

Part 1

Procedure

1 Purpose of this Schedule

This Schedule 15 sets out how the Service Provider and the Authority will work together to agree whether, and on what basis, any Special Projects will be approved for implementation and delivery by the Service Provider and form part of the Services. It sets out a two-stage approval procedure for all Special Projects (the Special Projects Approval Procedure).

2 General obligations of the parties

2.1 The Service Provider shall work with the Authority to:

2.1.1 assist the Authority in prioritising or identifying which Special Projects to seek to progress through the Special Projects Approval Procedure; and

2.1.2 take into consideration the views of relevant stakeholders in relation to the Special Projects.

2.2 The Authority shall in working with the Service Provider pursuant to paragraph 2.1 above consider whether any adjustment to the Approval Criteria or timescales is appropriate given the characteristics of the proposed Special Projects and where reasonably requested by the Service Provider, meet to discuss the development of the Strategic Business Case (as defined in paragraph 3.1).

3 Stage 1 Approval

Development of Strategic Business Case by the Service Provider

3.1 The Authority shall submit a written request to the Service Provider requiring the Service Provider to produce outline proposals for any Special Projects (a **Strategic Business Case**). The written request shall include:

3.1.1 indicative funding proposals setting out the maximum available capital and/or revenue the Authority is able to commit to those Special Projects (the **Target Cost**); and

3.1.2 any other authorities, agencies, bodies or contractors with whom the Service Provider will be required to work in relation to the Special Project and how the Authority expects the Service Provider to engage with such authority, agency, body or contractor;

3.1.3 identify any requirements in relation to the Special Projects that must be satisfied as part of a Strategic Business Case (**Authority Requirements**).

3.2 The Service Provider shall confirm in writing within twenty (20) Business Days of receipt of the request referred to in paragraph 3.1 whether or not it will submit a Strategic Business Case to the Authority. If the Service Provider confirms it shall not submit a Strategic Business Case or fails to comply with this paragraph 3.2 the Authority shall be entitled to procure such Special Projects from a third party.

3.3 Subject to paragraph 3.2, the Service Provider shall submit a Strategic Business Case to the Authority within three (3) months of its request issued in accordance with paragraph 3.1 above. Subject to paragraph 7, the Strategic Business Case shall contain at least the following information in sufficient detail to enable the Authority to make an informed decision about whether to approve the Strategic Business Case:

- 3.3.1 any impact on the provision of the Services;
- 3.3.2 any impact on the Service Provider's ability to meet its obligations under this Agreement;
- 3.3.3 an explanation of the effect (if any) on any employees and/or contractors of the Authority (authorities, agencies, bodies or contractors), including any potential transfer of any such employees to the Service Provider;
- 3.3.4 any amendments required to any Assets and an implementation plan for such amendments;
- 3.3.5 a detailed cost estimate for the Special Projects;
- 3.3.6 the Special Projects Implementation Plan;
- 3.3.7 details of any proposed Sub-Contractor which the Service Provider wishes to appoint to perform part or all of the Special Projects;
- 3.3.8 evidence of how the Special Projects meets the Authority Requirements (as defined in paragraph 3.1.3); and
- 3.3.9 methodology regarding how the Service Provider will engage with relevant authorities, agencies, bodies or contractors that the Authority has identified in paragraph 3.1.2 above; and
- 3.3.10 a statement of the potential Intellectual Property Rights of both the Authority and Service Provider in relation to the subject matter of the Strategic Business case (the **Statement of IPR Ownership**); and
- 3.3.11 a cost estimate for the Service Provider fees to deliver the Full Business Case (the **FBC Fee**).

3.4 **Liaison between the Service Provider, the Authority and relevant end users**

In developing a Strategic Business Case the Service Provider shall liaise with the Authority, the Authority's relevant third party contractors and/or bidders for future procurements and relevant end users as the Authority in consultation with the Service Provider considers appropriate. The Authority shall provide to the Service Provider such information as to its requirements as the Service Provider may reasonably require and shall assist the Service Provider in the review of any draft proposals in relation to the

Strategic Business Case. Any and all information and other input or feedback provided by the Authority to the Service Provider shall be provided without warranty pursuant to clause 40 (Exclusion from Warranty) and shall be without prejudice to the Authority rights under this Schedule.

3.5 Consideration of a Strategic Business Case by the Authority

The Authority shall consider in good faith the Strategic Business Case provided by the Service Provider pursuant to paragraph 3.3.

3.6 Authority response to a Strategic Business Case

If the Authority approves a Strategic Business Case (subject to any amendments to it agreed with the Service Provider), then the relevant Special Projects shall be referred to as **Stage 1 Approved Special Projects** or as having received **Stage 1 Approval**.

3.7 Service Provider's costs in relation to a Strategic Business Case which is not approved

If a Strategic Business Case submitted in accordance with this paragraph 3 does not receive Stage 1 Approval then the Service Provider's costs in relation to the proposal shall be borne by the Service Provider.

3.8 Exclusivity in relation to a Special Projects submission which is not approved

If a Strategic Business Case submitted in accordance with this paragraph 3 does not receive Stage 1 Approval, then the Authority shall be entitled to procure the Special Projects from a third party subject to the limitations imposed by law arising from the Statement of IPR Ownership.

4 Stage 2 Approval

4.1 Development of a Full Business Case

In relation to any Stage 1 Approved Special Projects, the Service Provider shall proceed regularly and diligently to develop a detailed business submission to be provided to the Authority (a Full Business Case) and shall present it to the Authority as soon as is reasonably practicable.

4.2 Liaison between the Service Provider, the Authority and relevant end users

In developing a Full Business Case the Service Provider shall continue to liaise with the Authority and the Authority's relevant third party contractors, other authorities, agencies, and/or bidders for future procurements and relevant end users as the Authority in consultation with the Service Provider considers appropriate. The Authority shall provide to the Service Provider such information as to its requirements necessary to enable the Service Provider to submit a full and complete Full Business Case and any such other information as the Service Provider may reasonably require and shall assist the Service Provider in the development of aspects of the Full Business Case (but not where this would involve the Authority incurring additional expense). Any and all information and other input or feedback provided by the Authority to the Service Provider shall be provided

without warranty pursuant to clause 40 (Exclusion from Warranty) and shall be without prejudice to the Authority's rights under this Schedule.

4.3 Content requirements in relation to a Full Business Case

The Service Provider shall procure that a Full Business Case shall include (but not be limited to):

- 4.3.1 the estimated Capital Expenditure, including any capital replacement costs arising from the provision of the Stage 1 Approved Special Projects;
- 4.3.2 the estimated increase or reduction in operating expenditure relating to the provision of the Stage 1 Approved Special Projects, with an analysis showing the increase or reduction in the cost of staff, consumables, sub-contracted and brought in services, after the Stage 1 Approved Special Projects are implemented;
- 4.3.3 any interest, expenses or other third party financing costs to be incurred as a result of implementing the Special Projects;
- 4.3.4 details of any estimated overhead recoveries that are anticipated after the Stage 1 Approved Special Projects are implemented;
- 4.3.5 the profit which the Service Provider seeks to achieve in the provision of the Stage 1 Approved Special Projects, including any profit element forming any part of the overhead recoveries disclosed by reason of paragraph 4.3.4 above; and
- 4.3.6 any material changes or amendments proposed to the Agreement in respect of the Stage 1 Approved Special Projects, together with the reasons for any such changes or amendments proposed,

costs shall wherever possible apply the Day Rates.

4.4 Co-operation of the Authority

The Authority will co-operate with the Service Provider in relation to any Full Business Case being developed by the Service Provider, including (without limitation) promptly providing:

- 4.4.1 written confirmation of the Target Costs and/or Authority Requirements or any change to such Target Costs;
- 4.4.2 any information reasonably required by the Service Provider to enable it to satisfy the requirements of paragraph 2 or paragraph 4.3;

4.5 Approval Criteria

For the purposes of this Schedule, **Approval Criteria** means the criteria against which any Stage 1 Approved Special Projects are to be judged by the Authority in determining whether it will grant Stage 2 Approval (as defined in paragraph 4.6.2(a)). The criteria are:

- 4.5.1 whether the costs of the Stage 1 Approved Special Projects are within the Target Cost notified to the Service Provider by the Authority pursuant to paragraph 4.4.1;
- 4.5.2 whether it has been demonstrated that the Stage 1 Approved Project provides value for money;
- 4.5.3 whether the Authority, acting reasonably, is satisfied that the Full Business Case meets the Authority Requirements;
- 4.5.4 whether any material changes or amendments to the Agreement as detailed pursuant to paragraph 4.3.6 are reasonably acceptable to the Authority;
- 4.5.5 whether the Full Business Case contains all the information required pursuant to paragraph 4.3 (or as otherwise agreed by the parties);
- 4.5.6 whether the implementation of the Stage 1 Approved Special Projects would breach any Legislation or is inconsistent with Good Industry Practice or Authority Policies;
- 4.5.7 whether the implementation of the Stage 1 Approved Special Projects would cause any Consent to be revoked (or would require a new Consent required to implement the relevant change in the Services which is likely to be unobtainable);
- 4.5.8 whether the implementation of the Stage 1 Approved Special Projects would result in a change in the nature of the Project and Services;
- 4.5.9 whether the implementation of the Stage 1 Approved Special Projects would materially and adversely affect the Service Provider's ability to deliver the Services;
- 4.5.10 whether the implementation of the Stage 1 Approved Special Projects would materially and adversely affect the health and safety of any person; and
- 4.5.11 whether the Authority has the legal powers to require the implementation of the Stage 1 Approved Special Projects.

4.6

Submission of the Full Business Case to the Authority

- 4.6.1 The Service Provider shall submit the Full Business Case to the Authority. The Authority shall consider in good faith Full Business Cases put forward by the Service Provider. The Authority shall be entitled to request such reasonable information as it considers appropriate to enable it to decide whether the Full Business Case meets the Approval Criteria. The Service Provider shall reply promptly to all such requests for further information and assistance. If, acting reasonably, the Authority finds that any material aspects of the Full Business Case is unsatisfactory to it, it shall notify the Service Provider of the same and offer reasonable assistance to the Service Provider to address such deficiencies. If the Service Provider addresses such deficiencies to the Authority's satisfaction, acting reasonably, paragraph 4.6.2(a) shall apply. If the

Service Provider is unable to resolve such deficiencies to the satisfaction of the Authority (acting reasonably) paragraph 4.6.2(b) shall apply.

4.6.2 As soon as reasonably practicable after the submission to it of a Full Business Case the Authority shall give written notice of whether it:

(a) approves the relevant Stage 1 Approved Special Projects (in which case the Stage 1 Approved Special Projects shall be referred to as having received **Stage 2 Approval** or as being **Stage 2 Approved Special Projects** or **Approved Special Projects** as the context requires); or

(b) rejects the Full Business Case:

i subject to paragraph 4.6.2(b)(ii)1, on the grounds that the Full Business Case in relation to the relevant Stage 1 Approved Special Projects has failed to meet one or more of the Approval Criteria, in which case paragraph 4.7 shall apply;

ii

1. because, as a result of any change to the Target Cost referred to in paragraph 3.1, the Stage 1 Approved Special Projects are not in fact affordable despite the Full Business Case being within the Target Costs referred to in paragraph 3.1; or

2. otherwise on grounds other than those set out in sub-paragraph 4.6.2(b)(i) above,

in which case paragraph 4.8 shall apply.

4.7 **If a Full Business Case is properly rejected by the Authority**

Where paragraph 4.6.2(b)(i) applies, the Authority shall be entitled to procure the Stage 1 Approved Special Projects (which are the subject matter of the rejected Full Business Case) from a third party, or not to proceed with procurement of such Stage 1 Approved Special Projects. The Authority shall not be required to reimburse or compensate the Service Provider in respect of any costs incurred by it pursuant to this Schedule, including its costs of preparing the Strategic Business Case and Full Business Case:

4.8 **If a Full Business Case is improperly rejected by the Authority**

Where paragraph 4.6.2(b)(ii) or paragraph 5.2.2 applies:

4.8.1 Subject to paragraph 4.8.2, the Service Provider's reasonable costs of preparing the Draft Business Case and Full Business Case in relation to the relevant Stage 1 Approved Special Projects shall be paid by the Authority.

4.8.2 If the parties are unable to agree the amount of the costs for the purposes of paragraph 4.8.1 the matter shall be resolved by reference to the Dispute Resolution Procedure.

4.9 Implementation of a Stage 2 Approved Project

In the event the Stage 1 Approved Special Projects receive Stage 2 Approval then:-

4.9.1 the Service Provider shall implement the Stage 2 Approved Special Projects in accordance with the Special Projects Implementation Plan; and

4.9.2 the parties shall, following good faith discussions with each other agree, whether the Authority shall:

(a) make adjustments to the Periodic Service Payment to be effective from the date of the next payment following the agreement or determination of the Special Projects Implementation Plan to take account of the Special Projects Cost Estimate; or

(b) pay a lump sum to the Service Provider at the end of each work stage in accordance with clause 32.2 (Report, Invoice and Payment for Special Projects) of this Agreement in settlement of the Special Projects Cost Estimate;

4.10 The Authority is not obliged to request that the Service Provider will provide any Special Projects.

5 Time periods for approval

5.1 Each Strategic Business Case and each Full Business Case shall be valid for a period of three months from the date of its submission to the Authority by the Service Provider.

5.2 If by the end of the three month period referred to in paragraph 5.1 the Authority has not:

5.2.1 in relation to a Strategic Business Case, approved or rejected that Strategic Business Case in accordance with the procedures set out in this Schedule (or has not given any notification of the Authority's response to the Strategic Business Case) then:

(a) the Service Provider shall be entitled to withdraw the Strategic Business Case at the end of that period; and

(b) the Service Provider shall not be entitled to any costs relating to the Strategic Business Case;

5.2.2 in relation to a Full Business Case, approved or rejected that Full Business Case in accordance with the procedures set out in this Schedule (or has not given any notification of the Authority's response to the Full Business Case) then paragraph 4.8 shall apply.

6 Changes to the Authority's requirements

6.1 If the Approval Criteria are subject to any material variation by the Authority after a Strategic Business Case has been submitted then:

6.1.1 the Service Provider shall negotiate with the Authority in good faith as to the implications on the Strategic Business Case or Full Business Case (as the case

may be) and shall seek to agree changes thereto to accommodate the change by agreement with the Authority;

- 6.1.2 if agreement has not been reached pursuant to paragraph 6.1.1 within twenty (20) Business Days (or such longer period as the parties may agree) the Service Provider shall be entitled to withdraw the Strategic Business Case or the Full Business Case (as the case may be) and to be paid the reasonable costs of preparing the Strategic Business Case or the Full Business Case (as the case may be) up to the date of the change notified by the Authority.

7 Protocols in relation to the Special Projects Approval Procedure

The parties may agree written protocols with express reference to this Schedule which explain or clarify any aspects of this Special Projects Approval Procedure and such protocols shall be read as if incorporated into this Schedule (including accelerated procedures with reduced requirements for Special Projects of relatively low values).

8 Intellectual Property Rights

Any and all Intellectual Property Rights generated under or in accordance with this Schedule shall, unless the parties otherwise agree in writing, be treated as Project Specific IPRs and shall be subject to the provisions of clauses 16 to 19 (inclusive) of the main body of this Agreement. Should the Authority not wish to acquire the relevant Project Specific IPRs generated pursuant to the operation of this Schedule, then the Authority shall pay to the Service Provider such sums as the parties may agree for the development of the same, in accordance with the provisions of this Schedule.

Schedule 16

Dispute Resolution Procedure

1 Definitions to This Schedule

In this Schedule, unless the context otherwise requires, the following terms shall have the meanings given to them below:

CEDR means the Centre for Effective Dispute Resolution

Expert means a person appointed as an expert in accordance with paragraph 5 of this Schedule.

Mediation means the procedure for resolving disputes through mediation in accordance with paragraph 4 of this Schedule.

Mediator means the person appointed to mediate a dispute in accordance with paragraph 4 of this Schedule.

Project Neutral means any independent advisor appointed by the Authority and the Service Provider for the purposes of paragraph 3 of this Schedule and whose role is to provide guidance in relation to the Agreement and/or in the case of a Dispute.

Senior Executive means a director or other senior executive of either the Authority or the Service Provider.

2 Access to The Courts

2.1 This Dispute Resolution Procedure shall not impose any pre-condition on any party or otherwise prevent or delay any party from commencing proceedings in any court of competent jurisdiction to obtain either:

2.1.1 an order (whether interlocutory, interim or final) restraining the other party from doing any act or compelling any other party to do any act; or

2.1.2 summary judgment pursuant to CPR Part 24 for a liquidated sum.

3 Negotiation

3.1 Any Dispute which arises must first be referred to the Strategic Partnership Board for resolution. Either party may give five (5) days' notice to the other requiring that a Dispute be referred to the Strategic Partnership Board. The Strategic Partnership Board will meet within five (5) days of the expiry of the notice or earlier if agreed) and will attempt in good faith to resolve the dispute. The notice requesting the meeting of the Strategic Partnership Board will contain brief details of the Dispute which is to be subject of discussion at the meeting.

3.2 If the Dispute is resolved by the Strategic Partnership Board in accordance with the powers and processes set out in Schedule 12 (Partnering Governance), the resolution will be recorded in writing and signed by duly authorised representatives of each of the parties and that resolution will be final and binding on the parties.

- 3.3 If the Dispute is not resolved at the meeting of the Strategic Partnership Board, then and only then will one of the dispute resolution procedures set out in the following paragraphs of this Schedule be implemented.
- 3.4 Unless already appointed, the parties may at any time jointly appoint a Project Neutral. The Project Neutral may be requested to:
- 3.4.1 advise on the interpretation of the Agreement and/or any Sub-Contract;
 - 3.4.2 assist in resolving problems which may arise in relation to the Project and/or Services;
 - 3.4.3 advise on the avoidance or resolution of any Dispute including making a recommendation as to the form of Dispute Resolution Procedure as specified in this Schedule to be adopted in any particular circumstances.
- 3.5 The Project Neutral will be independent of the parties and will act impartially in the provision of all advice and assistance to the parties. Unless otherwise agreed, on each occasion that he is consulted, the Project Neutral's fees and expenses will be borne by the parties in equal shares.
- 3.6 The Project Neutral shall not be appointed as a Mediator, Expert or Arbitrator in any Dispute, shall not be called as a witness in any subsequent proceedings between the parties and shall not be entitled to subsequently act as an advisor to either party in any capacity unless agreed in writing by the other party.

4 Mediation

- 4.1 If the Strategic Partnership Board are unable to resolve a Dispute in accordance with paragraph 3 of this Schedule, the parties may agree to refer the Dispute to Mediation. Moreover, the parties may, by agreement, refer a Dispute to Mediation at any time, whether before or after the Dispute is referred to an Expert, to arbitration or to the courts, or after the reference but before the issue of the decision of the Expert or the arbitration award or judgment of the court.
- 4.2 Whenever the parties wish to have a Dispute resolved by Mediation, if they are unable to agree on the appointment of the Mediator, either party may apply to CEDR to nominate the Mediator.
- 4.3 Each of the parties will ensure that it is represented in the Mediation by an individual with authority to settle the Dispute and to sign any settlement agreement that may be agreed.
- 4.4 The Mediator shall, in consultation with the parties, determine the timetable and procedure for mediation. Unless otherwise agreed, the CEDR Mediation Rules in force at the commencement of the Mediation will apply.
- 4.5 The Mediation will be conducted on a without prejudice basis and in strict confidence.
- 4.6 The Mediator shall incur no legal liability to the parties in respect of his or her role in relation to the Mediation except in the case of proven fraudulent conduct on the part of the Mediator.

- 4.7 If a Dispute is settled through Mediation, the terms of the settlement will be recorded in writing in a legally binding form signed by a duly authorised representative of each of the parties. If a settlement is reached while proceedings are pending, the parties shall make an appropriate application to the court or other relevant tribunal to render the terms of the settlement as a consent order or award.
- 4.8 If within forty-five (45) calendar days for the Mediator being appointed, the Mediation has not resulted in the settlement of the Dispute being reached, then the Mediation procedure shall, unless otherwise agreed, be terminated. In that event, any proceedings which have been stayed, will resume.
- 4.9 If either party withdraws from the Mediation at any time, the Mediation procedure will be terminated and either party will be free to refer the Dispute to another Dispute Resolution Procedure in accordance with this Schedule unless proceedings have already been commenced but stayed pending the outcome of the Mediation, in which case those proceedings will resume.
- 4.10 No-one appointed to act as a Mediator shall be called to give evidence in any subsequent proceedings between the parties nor shall any Mediator be entitled to act as an adviser to either party in any subsequent proceedings whether as counsel, solicitor or independent expert without the prior written consent of the other party. The Mediator shall not act as an Expert in any subsequent Dispute.

5 Expert Determination

The parties may at any time agree to refer a Dispute to an Expert for determination in which case the provisions set out in Appendix 1 shall apply.

6 Reference to The Courts/Arbitration

- 6.1 In the case of any Dispute the value of which is agreed by the parties to be less than the sum specified in Part 3 of Appendix 2 which is referred to an Expert for determination, the decision of the Expert shall be final and binding on the parties, and shall not be subject to any further Dispute Resolution Procedure. If no sum is specified in Part 3 of Appendix 2 the provisions of this paragraph will not apply.
- 6.2 In the case of a Dispute with an agreed value of more than the sum specified in Part 3 of Appendix 2 the decision of the Expert shall be final and binding unless within ninety (90) calendar days of the decision, either party gives notice to the other that it is dissatisfied with that decision and reserves the right to commence proceedings.
- 6.3 Any Dispute in respect of which a notice of dissatisfaction pursuant to paragraph 6.2 is given shall be:
- 6.3.1 finally determined by the Courts of England and Wales
- or
- 6.3.2 finally determined by arbitration. The number of Arbitrators shall be as stated in Part 2 of Appendix 2. A sole arbitrator, if not appointed by agreement between the parties shall be appointed on the application of either party by the Arbitrator Nominating Body named in Part 2 of Appendix 2. Where there are to be three

Arbitrators, each party shall nominate one arbitrator and those Arbitrators shall agree on the third Arbitrator who shall be Chairman of the Arbitration Tribunal. The arbitration shall be conducted in accordance with the rules (if any) stipulated in Part 2 of Appendix 2. The place of arbitration is stated in Part 2 of Appendix 2.

- 6.4 The Courts/Arbitrator(s) shall have power to open up, review and revise any opinion, certificate, instruction, determination or decision given or made under the Agreement.

7 **Confidentiality**

Any Mediator, Expert, Project Neutral or Arbitrator appointed pursuant to this Schedule will be appointed on terms that all information and documents provided to him/her will be kept confidential and will not be disclosed by him/her to any third party and that all such information and documents will remain the property of the party which provided it.

Appendix 1

Expert Determination

Commencing expert determination and nomination of the Expert

- 1 A party wishing to have a Dispute referred to an Expert for determination shall give notice to that effect to the other party. The notice shall contain sufficient details of the Dispute to be referred to the Expert to allow the other party to understand the nature of the Dispute and the profession or discipline of the Expert who is to be appointed.
- 2 The party to whom the notice is addressed shall within seven (7) days respond to the notice stating whether or not it agrees that the Dispute should be referred to an Expert for determination. If it does not agree that the dispute should be referred to an Expert or it fails to respond to the notice, no Expert shall be appointed.
- 3 Any failure or refusal to agree that the Dispute should be referred to an Expert pursuant to paragraph 2 above shall be regarded as a notice of dissatisfaction for the purposes of paragraph 6.3 of this Schedule.
- 4 If the parties agree that the Dispute should be referred to an Expert and they do not agree on the identity of the Expert to be appointed within twenty-four (24) days from the date of the original notice, the Expert shall be appointed by the Chairman for the time being for the Appointing Body named in Part 1 of Appendix 2 on the application of either party. Either party may make a written representation to the Appointing Body with respect to the preferred identity and characteristics of the proposed Expert and a copy of any such representation shall be supplied simultaneously to the other party. The Appointing Body shall have absolute discretion as to the identity of the Expert to be appointed.

Conduct of the Expert determination

- 5 Within seven (7) days of his appointment, the Expert will establish the procedural rules to be applied to the determination which must accord with the following:
 - 5.1 Each party will be entitled to make submissions to the Expert and supply the Expert with relevant data and information.
 - 5.2 Communications from a party to the Expert or from the Expert to a party shall be copied to the other party at the same time and by the same method.
 - 5.3 The Expert will be entitled to make site visits or inspections as he/she considers is necessary or appropriate.
 - 5.4 The Expert shall not take into consideration any document or statement which has not been made available to the other party for comment.
 - 5.5 Any failure by a party to respond to any request or direction by the Expert shall not invalidate the Expert's determination.
 - 5.6 The Expert must give his/her determination in writing with reasons within forty-two (42) days of his/her appointment. The Expert may, but will not be bound to, give the parties a draft of his/her determination in which case the Expert will allow time for the parties to make comments on the draft before the determination is finally issued.

Decision of the Expert

- 6 The Expert shall determine the Dispute acting impartially and in good faith. The Expert shall have the power to open up, review and revise any certificate, decision, direction, instruction, notice, requirement or valuation made under the Agreement except where the Agreement expressly prohibits this.
- 7 The Expert's determination shall be binding on the parties if it is a Dispute to which paragraph 6.1 of the Schedule applies. In all other cases, the Expert's decision shall be binding unless or until the Dispute is finally determined by agreement, court proceedings or by reference to arbitration in accordance with this Schedule.
- 8 The Expert may be called as a witness in any subsequent proceedings concerning the Dispute.

Costs

- 9 Each party shall be solely responsible for bearing its own legal costs and other costs arising out of the reference to expert determination.

Fees and expenses of the Expert

- 10 The fees and expenses of the Expert will be shared equally between the parties unless the Expert determines otherwise in his decision.

Other provisions

- 11 The Expert shall not be entitled to act as an adviser to either party in any subsequent proceedings without the other party's prior written consent.
- 12 The Expert is not an Arbitrator within the provisions of the Arbitration Act 1996 and the law relating to the arbitration shall not apply to the Expert, the determination or the procedure by which the Expert reaches the determination.

Appendix 2

Dispute Procedure Information

Part 1

Expert determination

Name of appointing body for

financial disputes:

President for the time being of the Chartered Institute of Public Finance and Accountancy

technical disputes:

the President or Head for the time being of the duly accredited national professional institute relevant to the Service Area in question as follows including but not limited to:

Cemetery & Crematorium	Institute of Cemetery and Crematorium Management
Land Charges	tbc
Planning	Royal Town Planning Institute (RTPI)
Trading Standards	Trading Standards Institute
Licencing	tbc
Environmental Health	Chartered Institute of Environmental Health
Highway Network Management	Institute of Highways and Transportation
Transport	tbc
Regeneration	Royal Town Planning Institute
Building Control	Chartered Institution of Building and Service Engineers

legal disputes:

President for the time being of the Law Society

Part 2

Arbitration

Arbitrator nominating body	President for the time being of the Chartered Institute of Arbitrators/Law Society
Arbitration rules	CEMA Arbitration Rules
Number of Arbitrators	1 or 3
Place of arbitration	London

Part 3

Value

£50,000 (fifty thousand pounds) (See Paragraph 6.1 and 6.2)

Schedule 17

Exit Arrangements

Part 1

Exit Principles

1 Overview

The Service Provider shall ensure the orderly transition of the Services from the Service Provider to the Authority and/or any Future Service Provider in the event of termination (including partial termination) or expiry of this Agreement. This Schedule 17 (Exit Arrangements) sets out the principles relating to exit, the development and maintenance of an Exit Plan and the service transfer arrangements that are intended to achieve such orderly transition. The Service Provider shall be responsible for the overall management of the Exit Plan and service transfer arrangements.

2 Definitions

2.1 The definitions as set out in the main body of the Agreement shall apply to this Schedule 17 (Exit Arrangements).

2.2 In addition, for the purposes of this Schedule, the following shall apply:

Exit Manager means the person appointed by a party to this Agreement in accordance with paragraph 3 (Exit Manager) of this Schedule;

Registers means the Rolling Inventory and any other lists of assets to be maintained by the Service Provider in accordance with the terms of this Agreement or as agreed between the parties from time to time.

Returning Agreement means any agreement or contract which is to be assigned, novated or otherwise transferred to the Authority on expiry or termination (including partial termination) of this Agreement, in accordance with the terms of this Agreement;

Returning Asset means any of the Assets, Exclusive Assets, Shared Assets or Initial Transferring Assets of which the Service Provider is to transfer its title to and/or interest in to the Authority on expiry or termination (including partial termination) of this Agreement in accordance with the terms of this Agreement;

Returning Licence means any licence which is to be assigned, novated or otherwise transferred to the Authority on expiry or termination (including partial termination) of this Agreement, in accordance with the terms of this Agreement;

3 Exit Manager

Each party shall appoint an Exit Manager and provide written notification of such appointment to the other party at the first Partnership Operations Board meeting after the Agreement Date. The Service Provider's Exit Manager shall be responsible for ensuring that the Service Provider and its employees, agents and Sub-Contractors comply with this Schedule. The Service Provider shall ensure that its Exit Manager has the requisite authority to arrange and procure any resources of the Service Provider as are reasonably

necessary to enable the Service Provider to comply with the requirements set out in this Schedule. The parties' Exit Managers will liaise with one another in relation to all issues relevant to the termination or expiry of this Agreement and all matters connected with this Schedule and each party's compliance with it.

4 Obligations to assist on re-tendering of Services

4.1 On reasonable notice, the Service Provider shall provide to the Authority and/or (subject to the potential Future Service Provider entering into reasonable written confidentiality undertakings) to any Future Service Provider, the following material and information in order to facilitate the preparation by the Authority of any invitation to tender and/or to facilitate any potential Future Service Provider undertaking due diligence:

- 4.1.1 details of the Services;
- 4.1.2 a copy of the Registers, updated by the Service Provider up to the date of delivery of such Registers;
- 4.1.3 details of the Returning Agreements and the Returning Licences;
- 4.1.4 details of the Returning Assets and their condition and physical location;
- 4.1.5 details of and information relating to the use of the Returning Assets (including technical specifications);
- 4.1.6 an inventory of Authority Data in the Service Provider's possession or control;
- 4.1.7 all information relating to Relevant Employees required to be provided by the Service Provider under this Agreement; and
- 4.1.8 any other information reasonably required by the Authority and/or the Future Service Provider.

5 Exit Plan

5.1 The Service Provider shall, within three (3) months of the Agreement Date prepare and deliver to the Partnership Operations Board for approval an Exit Plan based on the outline Exit Plan set out in Part 3 of this Schedule which sets out the Service Provider's proposed methodology for achieving an orderly transition of Services from the Service Provider to the Authority and/or its Future Service Provider on the expiry or termination of this Agreement.

5.2 If the Exit Plan is approved by the Partnership Operations Board it will be adopted immediately. If the Exit Plan is not approved by the Partnership Operations Board the Service Provider shall amend it within ten (10) Business Days of the rejection and re-submit it to the Partnership Operations Board for approval. If the parties are unable to agree the contents of the revised Exit Plan at that Partnership Operations Board meeting, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

5.3 The Service Provider shall review and (if appropriate) update the Exit Plan in the first month of each Contract Year (commencing with Contract Year 2) to reflect (amongst other things) changes in the Services. Following such update the Service Provider shall submit the revised Exit Plan to the Partnership Operations Board for review. At the next

Partnership Operations Board meeting following submission of the revised Exit Plan, the parties shall use reasonable endeavours to agree the contents of the revised Exit Plan, based on the principles set out in this Schedule and the changes that have occurred to reflect (amongst other things) changes in the Services since the Exit Plan was last agreed. If the parties are unable to agree the contents of the revised Exit Plan at that Partnership Operations Board meeting, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

5.4 The Service Provider shall ensure that at all times the Exit Plan (and any revisions thereto) shall:

5.4.1 as a minimum describe the main phases and activities relating to exit detailed in the Exit Plan contents set out in Part 2 of this Schedule;

5.4.2 be based on the outline Exit Plan set out in Part 3 of this Schedule;

5.4.3 contain a detailed description of both the transfer and cessation processes, including timetables which deal with this Agreement coming to an end due to both termination and expiry;

5.4.4 be produced in accordance with best practice (currently PRINCE2) methodology; and

5.4.5 deal with any other matters relating to exit reasonably required by the Authority.

5.5 The Service Provider shall implement the Exit Plan six (6) months prior to the Expiry Date or if this Agreement is terminated earlier, as soon as the Termination Notice has been served. The timetable set out in the Exit Plan shall deal with bringing this Agreement to an end on both termination and expiry.

6 Termination Obligations

6.1 The Service Provider shall comply with all of its obligations contained in the Exit Plan and any other obligations relating to exit in this Agreement.

6.2 Within twenty (20) Business Days of termination or expiry of this Agreement:

6.2.1 the Service Provider shall erase from any computers, storage devices and storage media that are to be retained by the Service Provider after termination or expiry any software containing Authority Intellectual Property Rights and all Authority Data provided that they are not required by the Service Provider for the provision of any assistance in relation to exit;

6.2.2 the Service Provider shall return to the Authority such of the following as is in the Service Provider's possession or control:

(a) all copies of the software containing Authority Intellectual Property Rights and any other software licensed by the Authority to the Service Provider under this Agreement;

(b) all materials created containing IPRs;

(c) all Returning Assets;

- (d) any parts of the ICT environment and any other equipment which belongs to the Authority; and
- (e) any items that have been on-charged to the Authority, such as consumables; and

6.2.3 the Service Provider shall transfer all Authority Data (in complete, uncorrupted form) in its possession or control to the Authority save to the extent (and for the limited period) that such data is required for the purposes of providing any services to the Authority under this Schedule or the Exit Plan; and

6.2.4 each party shall return to the other party all Confidential Information of the other party and shall certify that it does not retain the other party's Confidential Information save to the extent (and for the limited period) that such information needs to be retained by the party in question for the purposes of providing or receiving any Services or assistance in relation to the termination or expiry of this Agreement.

6.3 Except where this Agreement provides otherwise, all licences, leases and authorisations granted by the Authority to the Service Provider in relation to the Services shall be terminated with effect from the Termination Date or Expiry Date (as the case may be).

Part 2

Exit Plan Contents

1 Introduction

This document sets out set out for each of the main phases of exit the activities that will be dealt with in the Exit Plan.

2 Purpose of Exit Plan

2.1 The Exit Plan shall provide a high level view of the management structure to be employed during both the transfer and cessation of the Services;

2.2 The Exit Plan shall provide a detailed description of both the transfer and cessation processes, including a timetable, applicable in the case of this Agreement coming to an end due to both termination and expiry; and

2.3 The Exit Plan shall identify the processes to be followed in order to implement the seamless transfer of the Services to the Authority and/or a Future Service Provider.

3 Management Structure

3.1 The Exit Plan shall set out relevant organisational structures;

3.2 The Exit Plan shall set out the Exit Manager's roles and responsibilities; and

3.3 The Exit Plan shall set out the teams, roles and responsibilities.

4 Exit Project Teams

4.1 The Service Provider's stakeholder and communications team is responsible for:

4.1.1 managing stakeholder relationships in order that the Service Provider shall meet its obligations relating to exit whilst maintaining a positive, constructive and open relationship with the Authority;

4.1.2 supporting liaison with the Authority's Exit Manager and other Authority staff who have been identified as the lead co-ordinators for the exit project;

4.1.3 supporting the key interface with the policy and communications team of the Authority;

4.1.4 assisting in translating both the Authority and other key stakeholder requirements for the smooth running and effective delivery of the Exit Plan; and

4.1.5 capturing and sharing useful intelligence and feedback that will help counter any potential problems and risks.

4.2 The Service Provider's team is responsible for leading on the resolution of policy, legal and contractual issues which may arise from time to time in relation to this Agreement or the on-going provision of the Services.

5 Approach

5.1 A description of the main stages of the Exit Plan are set out below:

- 5.1.1 the planning stage;
- 5.1.2 agreement of the strategy;
- 5.1.3 review in-flight project activity;
- 5.1.4 update of Exit Plan;
- 5.1.5 review of the joint risk and issues log;
- 5.1.6 agree how formal introduction to any Future Service Provider will be managed;
- 5.1.7 instruct the Authority's Exit Manager and the Service Provider's Exit Manager;
- 5.1.8 agree the balance between resources required to continue business as usual and the extra resource required to support the Authority and/or Future Service Provider in implementing a seamless transfer;
- 5.1.9 ensure a joint project office is established (between the Service Provider and/or the Future Service Provider and the Authority) to manage in-flight projects during exit;
- 5.1.10 establish a high level exit reporting structure; and
- 5.1.11 instruct working groups to undertake detailed investigation of each business area.

6 The Initiation Stage

6.1 During this stage both the Authority and the Service Provider shall establish a management structure in to ensure that decisions are taken in the shortest possible time.

6.2 During the initiation stage:

- 6.2.1 the Service Provider shall complete the contents for termination pro-formas;
- 6.2.2 the Service Provider shall provide management information to the Authority so that the Authority can make informed decisions about the transfer;
- 6.2.3 the Authority and Service Provider shall appoint their respective teams to:
 - (a) ensure that key stakeholders are identified and managed;
 - (b) identify projects/teams and resources required to manage the transfer;
 - (c) establish the projects that are required within the programme of work to be undertaken, identify key milestones and resource requirements;
 - (d) handover in-flight project delivery; and

- (e) produce project initiation documents which will scope the work to be carried out and define suitable acceptance criteria for successful handover.

7 The Implementation Stage (Final)

7.1 During this stage the Service Provider shall implement the transition plan, which has been agreed between the Authority and the Service Provider as part of the initiation stage.

7.2 The Exit Plan shall include but shall not be limited to the following:

7.2.1 Staff

- details of all information relating to Relevant Employees required to be provided by the Service Provider under this Agreement;
- procedures to deal with requests made by the Authority and/or a Future Service Provider in relation to Relevant Employees;
- the format for any data relating to Relevant Employees that is required;
- a description of data protection arrangements; and
- resourcing of the Services during exit.

7.2.2 Training

- At the time of transfer or termination the Service Provider shall review the training programme for all Service Provider Staff to ensure that it is still appropriate. Inappropriate training will be cancelled. The Service Provider shall advise the Authority and/or the Future Service Provider of the skill sets required to manage the on-going provision of the Services.

7.2.3 Meetings

- The Service Provider shall review all working group meetings during the initiation stage of the transfer, and shall make plans to cancel those meetings that are no longer required and to change the membership of others as required by the Authority.
- The Authority will advise the Service Provider in relation to which meetings they wish to continue in order to manage the transition process. The terms of reference for those meetings will be refined to meet the requirements of the Authority in the period leading to expiry or termination of this Agreement.

7.2.4 Ownership of IPR and Licence Agreements

- A description of all of the issues relating to Intellectual Property Rights and the principles and arrangements for dealing with them shall be set out in the Exit Plan in accordance with the requirements of this Agreement. Details of Returning Licences will also be set out in the Exit Plan.

7.2.5 Sub Contractors

- The Service Provider shall provide a full list of Sub-Contractors to the Authority. Each Sub-Contract will need to be reviewed to identify any on-going obligations after the termination or expiry of this Agreement.
- The Authority and the Service Provider shall determine if the Sub-Contracts are Returning Agreements.

7.2.6 Software Applications

- During the initiation stage, the Service Provider shall list all software (including Returning Licences) and the list will be reviewed for appropriateness between the parties prior to the implementation stage.

7.2.7 Assets and Asset Management

- A copy of all the Registers will be included in the Exit Plan. The Exit Plan shall set out details of the Returning Assets, their condition and physical location. Details and information in relation to the use of Returning Assets (including technical specifications) shall be provided.

7.2.8 Personal Assets

- Personal assets (such as company cars and mobile phones) which are not recorded on the Registers at the time of transfer shall be recalled and retained by the Service Provider.

7.2.9 Buildings & Facilities

- During the initiation stage the Service Provider shall arrange appropriate access to relevant sites for the Authority and/or the Future Service Provider.

7.2.10 Intellectual Property Rights

- Intellectual Property Rights shall be dealt with in accordance with the terms of this Agreement and the Exit Plan shall reflect these requirements.

7.2.11 Due Diligence

- In the event the Services are to be transferred to a Future Service Provider, the appropriate due diligence requirements of the Future Service Provider will be discussed between the parties.

7.2.12 Performance Management

- All reports required under this Agreement shall continue to be provided by the Service Provider so that the Authority can monitor performance of the Services until this Agreement terminates or expires.

7.2.13 PR and Communications

- The communications requirements will depend (to some extent at least) on the circumstances of the transfer. Communication requirements may vary considerably, but have a common underpinning need to manage public and internal knowledge and understanding.

7.2.14 Transfer to a Future Service Provider

- The transition between the Service Provider and a Future Service Provider shall be seamless.
- The Service Provider will cooperate with the Authority and/or the Future Service Provider in the planning and execution of a transition plan as early as possible. The timetable and process shall be agreed and described in detail in the Exit Plan.

7.2.15 Procedural Manuals and Literature

- All documents relevant to the Services and any other information reasonably required by the Authority and/or the Future Service Provider will be made available to the Authority and/or the Future Service Provider.

7.2.16 Data

- An inventory of all Authority Data in the Service Provider's possession or control shall be prepared by the Service Provider and the Exit Plan will deal with the arrangements for the transfer or disposal of such Authority Data in accordance with the requirements of this Agreement.

7.2.17 Operations Centres

- The Exit Plan shall contain arrangements for calls to the existing phone numbers to be transferred to the Authority or the Future Service Provider's number/s to avoid any disruption to customers and other stakeholders calling the call centres.

7.2.18 Escrow

- At the time of transfer, if any special software has been put in an escrow arrangement, such software may be released to the Authority subject to the contractual arrangements for such escrow. In those circumstances details of the release of the software shall be included in the Exit Plan.

7.2.19 Informing Service Users of change of Service Provider.

Arrangements shall be set out for:

- keeping Service Users fully informed of what is happening, and what action they should be taking; and
- agreed contact points for questions or enquiries.

Part 3

Outline Exit Plan

[Note: Parties' responsibilities to be added throughout where not currently identified.]

Initial Concept Stage (15 days)

Service Provider serves notice on suppliers and Sub-Contractors

Confirm Exit Plan

Review in-flight projects

Produce and agree joint risks and issues logs

Agree how formal introduction to or any Future Service Provider will be managed

Instruct Exit Managers

Appoint programme/project managers

Review and balance staff - BAU & handover

Provide list of Relevant Employees

Establish high level reporting structure

Instruct working groups

Agree required management information for initiation stage

Produce high level transition plan

Agree high level transition plan

Prepare confidentiality agreement for Future Service Provider (if required)

Initial concept stage complete

Initiation Stage (30 days)

Agree exit strategy

Complete "Contents for Termination Proforma"

Future Service Provider agrees and signs confidentiality agreement

Service Provider provides management information to the Authority

Service Provider provides software list and list of Returning Licences to the Authority

Service Provider provides list of Returning Agreements to the Authority

Identify transition project teams and resources

Establish individual projects within programme

Define and manage project definition workshops

Identify key stakeholders

Establish joint project management office for in-flight projects

Review business areas

Data collection

Arrange building access for Future Service Provider

Identify key milestones

Produce first baseline plan

Produce and agree PD

Set up change management processes

Produce Relevant Employee lists

Update Registers and provide to the Authority

Produce updated Exit Plan

Implementation Stage (60 days)

Meetings

Review on-going operational meetings

Set up regular exit meetings to be led by the Service Provider's Exit Manager and the Authority's Exit Manager

Contractual

Agree timescales on backup to Future Service Provider service

Discuss Due Diligence requirements of Future Service Provider

Joint Actions

Publish risk and issues logs

On-going management of risks & issues

Operations

Procedural manuals and literature available to the Authority and/or Future Service Provider

Operating manuals available to Future Service Provider

Handover in-flight project delivery

Staff

Staff briefing

- Produce staff packs

- Prepare lines to take and briefing documentation for managers

- Prepare lines to take and Q&A for staff to use with external audiences

- Management briefing

- Staff announcement

Appoint Personnel Manager

- Authority to provide personnel contact

- Identify list of possible Relevant Employees to the Authority and/or Future Service Provider

- Review Training requirements as appropriate

- Elect staff representatives

- Start TUPE consultation process

- One to one meetings

- TUPE

Staff leaving Service Provider (internal)

- Close email accounts

- Remove users/passwords

- Remove system access

- Cancel remote services access

- Transfer or cancel home ADSL contracts

- Cancel business phone accounts

- Recall company cars

Recall individual assets

Publish Q&A

Re-organise teams & hours of work

Confirm Slaps

Provide full list of Returning Agreements

Buildings & Facilities

Review of buildings with Future Service Provider

Cancel water contract - no longer required

Cancel shredding contract - no longer required

IT

Systems specific

provide the Authority with the list of Returning Licences

Release developers

Reduce support to system

Shut down UAT system

Cancel any escrow agreement

Shut down development server

Release IT team

Provide Authority with copies of all software containing Authority Intellectual Property Rights and any other software licensed to the Authority under this Agreement

Data Transfer

Provide business rules to Authority and/or Future Service Provider

Appoint data transfer team

Discuss & agree requirements

Future Service Provider systems set up

Develop interim data sync solution

Run interim data synchronisation

Data transferred to Authority and/or Future Service Provider (to discuss & agree)

Website

Handover website responsibilities

Agree date for Service Provider website shutdown

Agree information to transfer to Authority and/or Future Service Provider website

Plan Email addresses to forward

IT Services (Internal)

To issue notice to terminate WAN Infrastructure

Terminate leased lines

Relinquish domain names (transfer to Authority and/or Future Service Provider)

Release security certificates

Break external connections

Reporting

Continuation of operational reports

PR and Communications

Transfer contact numbers

Redirect minicom

Redirect fax

Redirect all phone lines

Redirect incoming mail

Implement stakeholder communication plan

Marketing

Agree any PR/messaging

Prepare lines to take and Q&A

Agree lines to take and Q&A with the Authority

Marketing & communications strategy

Transfer of all collateral

Monitoring

Daily review of activity month 1

Weekly review of activity month 1 onward

Asset Transfer

Update Registers

Asset audit - identify Returning Assets including condition and physical location

Review Returning Asset list with Authority

Discuss Returning Assets with the Authority

Recall of required Returning Assets

Recall archiving for transfer

Transfer all Returning Assets and all information relating to the use of Returning Assets (including technical specifications)

Implementation stage complete

Post Transfer Activity (20 days)

Service Provider to destroy any data if required by the Authority

Final reports

Dispose of software if required by the Authority

Transfer or destroy data archives if required by the Authority

Provide final audited accounts

Post transfer activity complete



Schedule 18

TUPE Information

London Borough of Barnet provided this information to the Service Provider on [date] at [time].

- 1 Salutation
- 2 Full name
- 3 Gender
- 4 Date of Birth and age
- 5 Address
- 6 Job title
- 7 Personnel area and subarea
- 8 Organisational unit
- 9 Normal place of work
- 10 Full time equivalent (FTE)
- 11 Manager's name
- 12 Right to work in the UK
- 13 Expiry date of right to work
- 14 Contract time
- 15 End of contract (FTC)
- 16 Spinal column point range (minimum and maximum)
- 17 Actual spinal column point
- 18 Salary range (from and to)
- 19 Annual salary
- 20 Contracted weekly hours
- 21 Work pattern
- 22 London Borough of Barnet start date
- 23 Length of service at London Borough of Barnet
- 24 Continuous service date

- 25 Barnet length of service at point of transfer
- 26 Pension scheme
- 27 Bank/Building Society name
- 28 Bank/Building Society account number and sort code
- 29 NI Number
- 30 NI category
- 31 Does Employee hold NI Exemption certificate? If yes, give details
- 32 Tax Code
- 33 Salary sacrifice type
- 34 Annual salary sacrifice amount
- 35 Additional voluntary contributions
- 36 Pay frequency
- 37 Pay method
- 38 Pay date
- 39 Pay Protection – SCP/Salary duration
- 40 Pay protection – SCP/Salary and amount (£)
- 41 Pay Protection start date and end date
- 42 Forthcoming pay changes (£)
- 43 Contractual bonus arrangements (£)
- 44 Employee pension contribution (%)
- 45 London weighting
- 46 Any other additions to salary
- 47 Any deductions from salary including loans, childcare vouchers and court orders – Amount (£)
- 48 Call out allowance (annual) (£)
- 49 Standby allowance (annual) (£)
- 50 Essential Car User Allowance (£)
- 51 Contractual Overtime Rate (£)

- 52 Contractual Overtime 1.5 (T/S)
- 53 Contractual Night Work (£)
- 54 Contractual Saturday Work (£)
- 55 Contractual Sunday Work (£)
- 56 Shift Allowance (£)
- 57 Term Time only Working
- 58 Number of annual days/hours entitlement (includes carried over)
- 59 Annual leave entitlement, deduction to date (hours/days)
- 60 Untaken annual leave to point of transfer (Hours/days)
- 61 Sick absence days in last 12 months
- 62 Previously TUPE Transferred from another organisation that is relevant to LBB Contract
- 63 Maternity/Paternity/Adoption/Parental Leave (dates)
- 64 Unspent warning
- 65 Disciplinary action taken against employee in last 2 years
- 66 Grievance action raised by employee in last 2 years
- 67 Legal action brought against LBB by the employee in last 2 years
- 68 Potential legal action to be brought against LBB by the employee
- 69 Working Time Directive Opt Out (if yes, give details)
- 70 Outstanding claims for work-related injuries
- 71 Annual leave forwarded from last year
- 72 End date of probationary period
- 73 Contract type
- 74 Notice period (employee)
- 75 Notice period (employer)
- 76 Notice period end date
- 77 Company car
- 78 Relocation payment

- | | |
|----|--|
| 79 | Relocation payment end date |
| 80 | Life assurance multiple |
| 81 | Date joined pension scheme |
| 82 | Retirement age |
| 83 | End date of any deductions from salary, including loans and court orders |
| 84 | Training commitment |
| 85 | Training commitment amount (£) |
| 86 | Car parking space |

[illegible]



Schedule 19

Key Personnel

Partnership Manager / (JV Co MD): Ian Tomkinson

Other Key Personnel

- **Barnet Partnership Director – Mark Wyllie**

The Parties agree that in the event that the NSCSO services are no longer provided by Capita Business Services Limited, Mark Wyllie shall be deemed to be removed from this schedule.

- **Operations Director – Alun Parfitt**
- **Service Director (Regulatory Services) – Mike Hainge**
- **Service Director (Highways) – Gary Massey**

The Authority shall be entitled to be part of the interview process and provide their approval on the appointment of replacements for the Operations Director, Service Director (Regulatory Services) and Service Director (Highways) Subject to discussion at the recruitment stage.

- **Director of Place – TBC**
- **Technical Head of Profession – Environmental Health – TBC**
- **Technical Head of Profession - Planning – TBC**

The Service Provider agrees that it shall share information regarding proposed appointments into the roles of Director of Place, Technical Head of Profession – Environmental Health and Technical Head of Profession - Planning



Schedule 20

Relevant HR Policies and Procedures

The application of the policies set out below is without prejudice to the Service Provider's obligations to comply with any policies set out in this Agreement.

In the interests of clarity, the table below indicates where the relevant policy also forms part of the Transferring Employees' terms and conditions of employment.

PART 1 – Employee Handbook Terms

HR: Employee Handbook

The Authority provided this information to the Service Provider on [date] at [time].

	Term and conditions	Policy and Procedure	Other information
A) Equal Opportunities			
1. Corporate Code of Conduct		✓	
2. Equalities Policy		✓	
3. Press Enquiries		✓	
4. Smoking at Work		✓	
5. Whistle Blowing Policy			Service Provider to comply with Council's policy – no discretion to create an equivalent. Council responsibility to update.
6. Fraud Policy			
B) Supporting You			
1. Adoption Leave and Pay	✓		
Adoption Policy – Operational Guidelines	✓		
2. Annual Leave	✓		
3. Career Break		✓	
4. Dress and Name Badge Code		✓	
5. Flexible Working		✓	

Flexible Working Policy – Operational Guidelines		✓	
6. Flexitime		✓	
7. Home Working		✓	
8. Hours of Work [not yet issued]	N.A.	N.A.	N.A.
9. Job Share Policy		✓	
10. Lost Property Code of Practice		✓	
11. Maternity Policy	✓		
Maternity Policy – Operational Guidelines	✓		
Maternity Policy - FAQs	✓		
12. Parental Leave Policy	✓		
Parental Leave Guidelines	✓		
13. Paternity Policy	✓		
Paternity Policy – Operational Guidelines	✓		
Paternity Policy - FAQs	✓		
14. Personal Property of Employees		✓	
15. Service Tenancies	✓		
16. Special Leave		✓	
17. Time Off for Dependants		✓	
C) Supporting Your Attendance			
1. Adverse Weather Conditions		✓	
2. Alcohol, Drugs and Substance Misuse Policy		✓	
3. Attendance Management	✓		

Attendance Management – Operational Guidelines	✓		
Attendance Management – Self Certificate Stress Policy	✓		
4. Stress Policy		✓	
D) Solving Problems			
1. Capability	✓		
2. Conduct	✓		
3. Grievance Procedure	✓		
E) What Benefits in Working for Barnet?			
1. Acting Up		✓	
2. Childcare Leave		✓	
3. Childcare Vouchers		✓	
4. Continuous Employment for Local Government	✓		
5. Honoraria		✓	
6. Local Government Pension Scheme	✓		
7. Recovery of Overpayments	✓		
8. Overtime and Enhanced Payments	✓		
9. Pay Scales	✓		
10. Personal Injury Allowance Scheme	✓		
11. Private Telephone Calls and Private Correspondence		✓	
12. Salaries	✓		
13. Regrading Applications		✓	
14. Reimbursement of Additional Expenditure		✓	

15.	Remuneration Strategy – Career Progression Guidelines		✓	
16.	Rewarding Excellence/Recognition [not yet issued]	N.A.	N.A.	N.A.
17.	Secondment		✓	
18.	Vehicle and Travelling Allowances Mileage Rates		✓	
F) Recruitment and Selection				
1.	Additional Employment and Dual Appointments	✓		
2.	Agency Workers Guidance		✓	
3.	Casual Workers Guidance		✓	
4.	Employment of Relatives	✓		
5.	Fixed Term Contract Guidance		✓	
6.	Induction and Probation Policy [not yet issued]	N.A.	N.A.	N.A.
7.	Job Evaluation	✓ 3.4		
8.	Pre-employment Checks and References	✓		
9.	Recruitment Selection Procedure		✓	
10.	Recruitment Relocation Expenses		✓	
11.	TUPE Guidance		✓	
12.	Voluntary Workers and Interns Policy		✓	
13.	Work Experience		✓	
14.	Work Shadowing		✓	
G) Information Technology and Security		This section is not covered by the TUPE Transfer		

	Commitments and is not relevant to this schedule		
H) Health and Safety			
1. Aids in the Context of the Workplace - Guidance [not yet issued]	n.a.	n.a.	
2. Health and Safety Policy		✓	Any equivalent policy must be as comprehensive as the Council's
3. Organisation for Safety		✓	
4. Safety Arrangements		✓	
I) [Not used]			
J) Employee Relations and Trade Unions			
1. Trade Union and Employee Relations Framework		✓	
2. Time off – TU Health and Safety Representatives		✓	
3. Managing Organisational Change		✓	
4. Time off for Trade Union Purposes		✓	
K) Leaving Barnet			
1. Death in Service		✓	
Dealing with Death in Service (example letters)		✓	
2. Early Retirement Scheme		✓	
3. Employees Leaving the Council		✓	
4. Flexible Retirement		✓	
5. References for Staff		✓	
6. Voluntary Resignation		✓	



Schedule 21

Commercially Sensitive Information

The Service Provider believes that the information set out below is Commercially Sensitive Information, disclosure of which is likely to prejudice the commercial interests of the Service Provider.

This Schedule 21 (Commercially Sensitive Information) is subject to the provisions of clause 24 (Information and Confidentiality) of the Agreement and the Service Provider accepts that notwithstanding its belief that the information set out below is Commercially Sensitive, the Authority shall nevertheless to the extent set out in clause 24 (Information and Confidentiality) of the Agreement be entitled to disclose such information internally to its employees and to any external advisers, consultants, insurance brokers and actuaries engaged by the Authority in relation to the preparation of this Agreement and the on-going management of this Agreement.

<u>Commercially Sensitive Contractual Provisions</u>	<u>For period ending on date below</u>
Schedule 3 (The Service Delivery Plans)	The earlier of the Expiry Date and the Termination Date
Schedule 4 (Payment Mechanism): <ul style="list-style-type: none"> • Gainshare • Financial Proforma • Day Rate • Regeneration Gainshare 	The earlier of the Expiry Date and the Termination Date
Clause 35.2.6 (Open Book Accounting)	The earlier of the Expiry Date and the Termination Date
Clause 46 (Indemnities and Liability) – limits of liability	The earlier of the Expiry Date and the Termination Date
Clause 47 (Insurance) – levels of insurance	The earlier of the Expiry Date and the Termination Date
Schedule 21: Commercially Sensitive Information	The earlier of the Expiry Date and the Termination Date

<u>Commercially Sensitive Material</u>	<u>For period ending on date below</u>
Financial Model and Financial Proforma	The earlier of the Expiry Date and the Termination Date
Details of any Performance Deductions or any other financial penalties not yet reflected specifically in relation to this project in published accounts or Service Failure Points or warning notices issued to the Service Provider or any Sub-Contractor.	One (1) year from the date of issue of a deduction or warning notice.
Financial information in respect of the Service Provider, its Affiliates, any Shareholder, any Sub-Contractor or any of the	Three (3) years from the date of issue

sub-contractors at any other level which is not published, reported or publicly available eg at Companies House relating to the three (3) years prior to any request for information.	of the information
Performance reports in respect of the provision of the Services as set out in the reporting obligations and monitoring regime in the payment mechanism (Schedule 4)	Three (3) years from production
Information relating to the costing mechanisms of the Service Provider or any Sub-Contractor, including profit margins, overheads, overhead and profit element.	The earlier of the Expiry Date and the Termination Date
Those parts of the Service Provider's bid marked commercially sensitive and/ or confidential submitted in response to outline bid process, correspondence, clarifications arising during the bid process and other documents concerning negotiations between the Authority and the Service Provider and Sub-Contractor's prior to the date of the contract award that relates to information covered by this Schedule except for any parts that are subject to disclosure pursuant to clause 24 (Information and Confidentiality)	The earlier of the Expiry Date and the Termination Date
The Service Provider's design information, method statements and programme analysis	The earlier of the Expiry Date and the Termination Date
Information equivalent to that referred to in each of paragraphs 3 to 5 above concerning any Sub-Contractor.	The earlier of the Expiry Date and the Termination Date
The limits of liability and levels of insurances set out in any Sub-Contract.	The earlier of the Expiry Date and the Termination Date



Schedule 22

Third Party Contracts

Schedule 22 redacted in full

Schedule 23

Services Legislation List

1 Building Control

- The Building (Local Authority Charges) Regulations 2010
- London Building Acts

The Service Provider is aware of expected changes to the Building Regulations 2010 in April and October 2013 with further changes programmed for 2014 (parts A, B, C, E, K, L, M, N and P)

The Service Provider does not know at the time of Final Tender Submission the full details of these changes, some changes will be to the technical service requirements which shall require further training of the surveyors. Some changes will be to process and procedures which could impact on the current KPI's (regulations 7, 16, 17).

2 Land Charges

- The Land and Charges (Amendment) Rules 2012 (SI2012/2884) and the Land Charges Fees (Amendment) Rules 2012 (SI 2012/2910) have been published and come into force in England and Wales on 17 December 2012

3 Regeneration and Planning

- UK Green Investment Bank (Enterprise and Regulatory Reform Bill 2012-13) (Not expected until 2015 – 2016)
- Growth and Infrastructure Bill 2012- 2014 (expected 2015 – 2017 – see notes)
- Infrastructure (Financial Assistance) Act 2012 (now enacted)
- The Localism Act 2011(now enacted)
- Planning Act 2008 (see notes – Infrastructure Planning)
- DCLG, Growth and Infrastructure Bill (Background paper – see notes)

4 Environmental Health & Trading Standards

- Public Bodies Act
 - Institutional changes
- Enterprise & Regulatory Reform Bill
 - Competition & Markets Authority
 - Primary Authority extension

- Cross-Border authorisation (s.222 LGA)
- Consumer Rights Directive / Bill of Rights
 - Distance selling 'cooling off' extended to 14 days
 - Refund timescale cut to 14 days
 - Retailers to pay for returns unless specified
 - Rules around 'help lines' and credit card surcharges
 - Cost transparency
 - Implementation anticipated early 2014
- **Financial Services Bill**
 - **Creation of Financial Conduct Authority**
- **Mobile Homes Bill**
- **Judicial oversight for RIPA authorisations**
- **Statutory requirement to be competent**
- **Green Deal**
 - **For householders** - from 28 January 2013
 - **For businesses in non-domestic properties** - DECC indicates that the Green Deal will start at the same time as for householders
 - **For landlords and tenants in the private rented sector**- Landlords and tenants in the private rented sector (PRS) can take up the Green Deal voluntarily from 28 January 2013.
- **Health & Social Care Act 2012**
- **BRDO, Age Restricted Sales Code**

The consultation on the draft code closes on 28 September 2012
- **Consumer Credit Directive (2008/48)**

The Directive will apply to contracts after 13 June 2014
- **Alternative & on-line Dispute Resolution Directive**

Current Status: 12 March 2013: European Parliament plenary session scheduled

- **Official Control of Food Directive (2004/882) (being reviewed by EC)**
- **Food Information Regulations (1169/2001)**

The EU Food Information for Consumers Regulation has been published in the Official Journal of the European Union. This means that the transition process has begun to replace the current food labelling regulations. The transitional arrangements mean that most of the requirements do not apply until 2014, with nutrition labelling becoming mandatory in 2016.

- **Tobacco Display Regulations**

In England, from 6 April 2012 it will be illegal to display tobacco products at the point of sale in large stores, and in small stores from 6 April 2015.

5 **Highways**

The Service Provider is not aware of changes impacting those Services set out in the Highways Output Specification.

6 **Cemeteries and Crematoria**

The Service Provider is not aware of changes impacting those Services set out in the Highways Output Specification.

NOTES:

Planning

The Growth and Infrastructure Bill was introduced to the House of Commons on 18 October 2012 with its Report Stage due to take place on 17 December 2012. Implementation anticipated late 2013 / early 2014.

The Government is consulting on a number of streamlining measures to the planning system:

1

- Extending permitted development rights for homeowners and businesses
- Statutory Instrument; Town and Country Planning (General Permitted Development) Order 1995 (as amended)

The Government intends to make it easier for homeowners and small businesses to build small extensions without going through the planning process. It is extending what it calls permitted development rights for up to 3 years to certain situations-this means that the submission of a planning application is not needed provided certain criteria are met. For example it is consulting on increasing the size limits for the depth of single-storey domestic extensions from 4m to 8m (for detached houses) and from 3m to 6m (for all other houses), in non-protected areas, for a period of three years. No changes are proposed for extensions of more than one storey. Similar relaxation of permitted development rights are being applied to:

- extensions to shop and professional/financial services establishments;

- increasing the size limits for extensions to offices;
- increasing the size limits for new industrial buildings within the curtilage of existing industrial premises;
- removing some prior approval requirements for the installation of broadband infrastructure for a period of five years.

Planning performance and the planning guarantee-consultation

2

Clause 1 of the Growth and Infrastructure Bill (this would insert a new section 62A into the Town and Country Planning Act 1990) will allow applicants for planning permission for major development to apply directly to the Planning Inspectorate, where a planning authority has been designated as poorly performing.

It is because of the consequences of unnecessary delays – whether those delays arise from slow decisions or poorly judged decisions that are overturned at appeal – that the Government believe it is right to take action where there is clear evidence that particular planning authorities are performing very poorly.

The Government intend to set out the criteria for assessing performance, and the thresholds for designating any authorities under this measure, in a policy statement that will be published in response to this consultation once the Growth and Infrastructure Bill gains Royal Assent.

They propose to monitor and assess performance on the basis of two key measures:

- the speed, and
- quality of decisions on planning applications.

They propose to use the existing statutory time limits for determining planning applications, as in principle all decisions should be made within these periods – unless an extended period has been agreed in writing between the parties. This means a maximum of 13 weeks for applications for major development and 8 weeks for all others.

Infrastructure Planning

The Planning Act 2008 requires that proposals for major infrastructure developments deemed of national importance (such as roads, railway lines, pipelines and energy developments) be determined at the national rather than local level. A unit to handle these applications was created within the Planning Inspectorate, now called the National Infrastructure Directorate. (NID) An authority within whose area the development is proposed would act as a consultee rather than the decision maker.

The growth and Infrastructure Bill (clause 21 would replace section 35 of the 2008 Act with new section 35 and insert new sec 35ZA) proposes to further reduce the threshold of infrastructure development that is to be determined by the NID rather than the local authority. In addition, it proposes to widen the 'national significance' assessment to include commercial and business developments. The scale of the threshold remains

unclear but will extend to 'existing and proposed business or commercial projects.' Regulations would be introduced whereby a developer could submit to the Secretary of State to have their application declared as being nationally significant, either on its own or in combination with other infrastructure or development projects. Where this is accepted, a Council would not act as the Local Planning Authority in determining the planning application but would be consulted by the NID for a view. However, it appears that a Council would be expected to administer the publicity and consultation processes and prepare a Local Impact Report. It seems unlikely the Council would receive any fee for this work. No fees are paid under the existing Regulations.

Planning Proceedings - Costs Awards

In its statement on 6 September 2012 the Government announced that it intended to give the Planning Inspectorate more power to initiate an award of costs in planning appeal proceedings where *"it is clear that an application has not been hand led as it should have been with due process"*.

Clause 2 of the Growth and Infrastructure Bill would provide the Secretary of State with increased powers to award costs between the parties' planning appeals and other certain proceedings, and to recover the Secretary of State's own costs from the parties. In practice, these powers are normally exercises by the PINS.

Changes to Planning Appeals rules

Revisions are being proposed to streamline and increase the speed in which planning appeals are handled. The applicant has a right to appeal in most cases for a period of six months following decision. With this in mind, it is proposed to require the appellant to submit a full statement of case, including confirmation of the number of witnesses to be called at an Inquiry. Prior to submitting any appeal there will be a legal obligation both on the appellant and the Council to produce a statement of common ground. This will avoid the current procedures which require exchanges of statements of case at various stages of the appeals process and prevent the late introduction of information.

The Government proposes a new system for advert appeals which will be dealt with wholly through electronic submission as per householder appeals. It is also proposed to establish a new 'Commercial Appeals Service' to handle minor commercial appeals more swiftly. These will include developments such as shop fronts and changes of use which in most cases would only be dealt with by written representations rather than affording the appellant the option of a hearing or Public Inquiry. To access this faster appeals service, the appeal would need to be made within 12 weeks of decision rather than the 6 months. It is also proposed to widen the scope of fast track appeals to other related consents such as Listed Buildings and to cover enforcement appeals.

Section 106 Developer Contributions – Affordable Housing

The Bill would allow for the modification of discharge of affordable housing elements of section 106 agreements in order to make development viable (DCLG, Growth and Infrastructure Bill background paper, October 2012). The aim of this is to help "unlock some of the 75,000 homes already with planning permission that are currently stalled due to lack of commercial viability" (DCLG, Growth and Infrastructure Bill Background paper, October 2012).

On 6 September 2012 the Government announced that it would introduce legislation which would allow any developer of sites which are unviable because of the number of affordable homes required through section 106 agreements, to appeal. Under this proposal the PINS would be instructed to assess how many affordable homes would need to be removed from the section 106 agreement for the new site to be viable. PINS would then, as necessary, set aside the agreement for a three year period, in favour of a new agreement with fewer affordable homes.

Clause 5 of the Bill allows a Developer with an affordable housing requirement to apply to the Council for the requirement to have effect subject to modifications, or to be replaced with a different affordable housing requirement, or for the requirement to be removed from the planning obligations, or for the planning obligation to be discharged where the obligation consists solely of affordable housing requirements. If the affordable housing requirement means that the associated development is not economically viable, then the LPA may make a determination that the requirement take effect subject to modification or be replaced with a different requirement or the requirement be removed or the obligation be discharged in full.

Disposal of land held for planning purposes

The Bill makes it easier for a council to dispose of surplus land held for planning purposes to help get more brownfield land back into productive use (DCLG, Growth and Infrastructure Bill Background Paper, October 2012). Clause 6 of The Bill would amend s233 of the Planning Act and allow the Secretary of State to grant consent to Councils to dispose of land held for planning purposes for particular categories of disposals for less than best price, without having to seek consent for the transaction on each separate occasion.

Public Rights of Way

The Growth Bill seeks to limit the duplication of legislation or permit the twin tracking of applications made under planning and related legislation to speed up the development process. The Bill makes it easier to stop up or divert public footpaths and bridleways if a planning application would need them to be stopped up by enabling the developer to submit an application for a stopping up or diversion order in parallel with the planning application. Under current legislation, a developer can only apply to close or divert an existing right of way following the grant of planning permission.

Limits on power to require information with Planning Applications

New provision into sec 62 of Town and Country Planning Act 1990 which would;

- Require that information must be reasonable having regard, in particular to the nature and scale of the proposed development, and
- May require particulars of, or evidence about, a matter only if it is reasonable to think that the matter will be a material consideration in the determination of the application

Schedule 24

Key Documents

Service Level Agreement



Schedule 25 redacted in full

Schedule 26 – Not used



Schedule 27

TUPE Transfer Commitments

Transfer of Employees from the London Borough of Barnet

- 1 The Authority in support of the delivery of its corporate priorities has committed to a programme of organisational change, which includes outsourcing some of its activities to commissioned partners. This commissioning process includes a robust procurement process in which workforce matters are included within the award categories.

The process of outsourcing will involve the Transfer of Undertakings (Protection of Employment) Regulations 2006 and the Authority and its partners will comply with all of their TUPE obligations, plus any other obligations which are extant at that time. The Authority has also committed to enhancing the TUPE terms as set out below.

2 Pensions

- 2.1 The Authority will ensure that employees transferred from the Authority to a new employer will be able to continue in membership of the Local Government Pension Scheme (LGPS) by requiring that the new employer obtains Admitted Body Status (ABS) within LGPS. ABS permits employees to participate in LGPS should they choose to do so although they will no longer be employed by the Authority.
- 2.2 The Authority will consider on a case by case basis, in conjunction with the new employer, whether new employees (that is employees of the new provider who were not transferred from the Authority) employed on work transferred from the Authority will have the opportunity to join LGPS. This is a complex matter and there is no underpinning plan as to the proportion of new employees who may or may not become eligible to join LGPS where ABS has been agreed.

3 Terms and Conditions of Employment

- 3.1 The Authority will require that employees transferred from the Authority to a new employer will not have their terms and conditions of employment varied by the new employer until after the first anniversary of the transfer from the Authority to the new employer. Any changes to be made after the first anniversary of the transfer to the new employer will be the subject of consultation and negotiation, as appropriate, by the new employer with its recognised trade unions. In practical terms, a new employer will be able to make such changes as necessary to processes and procedures so as to reflect the new organisational structure immediately following transfer.
- 3.2 The cessation of the Code of Practice on Workforce Matters in Local Authority Service Contracts has removed the requirement on successful contractors to offer terms and conditions of employment to new employees who will work alongside former Authority employees which are "no less favourable overall". However, the attention of contractors is drawn to the requirements arising from equal pay and equal value matters that will need to be considered where this may be envisaged.
- 3.3 As a general principle, where employees move to an employer that is not a member of the National Joint Council for Local Government Services, then pay awards decided by that body will cease to apply. However, a recent case, Parkwood Leisure Ltd. vs. Alemo-

Herron and others, is considering this matter. The Authority will expect future employers to follow the outcome of this case and implement any necessary changes to their arrangements.

3.4 The Authority currently applies GLPC/ Hay job evaluation schemes and will expect new employers, where there is planned to be changes in job gradings, to utilise these methods up to and including the first anniversary of the transfer. Should the new employer plan to change the job evaluation systems applied, this will be subject, as appropriate, to consultation and negotiation with its recognised trade unions.

3.5 The Authority will discuss, prior to transfer to a new employer, on a contract by contract basis, with its recognised trade unions, the plans for relocation of employees and work to identify practicable and cost-effective solutions where these relocations affect current employees.

3.6 Where a former Authority employee agrees, after transfer to a new employer, to a change in his or her terms of conditions, for example a promotion, this will be a matter for the individual. However, where collective changes are planned, the Authority expects that the new employer will conduct consultation and negotiation as appropriate with its recognised trade unions.

4 Organisational Culture

4.1 The Authority recognises the importance of a workplace that is safe, free from discrimination and where employees feel able to express their reasonable concerns without fear of reprimand. To support this, the Authority has produced policies that cover, amongst other areas,:-

- Equalities Policy
- Health and Safety
- Whistle Blowing

Where employees are transferred from the Authority, new employers are expected to provide processes that are broadly equivalent to these.

4.2 It is expected that new employers will have available a workforce development, education and training plan that will be accessible to the Authority and recognised trade unions prior to transfer.

4.3 The Authority has in place arrangements to provide support to employees experiencing difficulties in their personal or business life, it is expected that the new employer has similar arrangements in place and will be able to demonstrate these to the Authority and recognised trade unions prior to transfer.

4.4 Where the Authority has transferred employees to a new employer, the new employer will be provided with the HR policies and procedures applicable to that group of employees that are current at the time of transfer. It is recognised that the new employer may need to make pragmatic changes to reflect its particular organisational structure. Any significant changes in the future will be the subject of consultation or negotiation with the new employer's recognised trade unions, as appropriate, by the new employer.

5 Trade Union and Employee Relations

- 5.1 The Authority has in place, with recognised trade unions, a trade union and employee relations framework. This document sets out a number of processes which govern collective matters at the Authority. The Authority envisages that the new employer will utilise this framework whilst dealing with collective matters, subject to pragmatic changes which reflect the organisational structure of the new employer, however, these matters will be a matter for the new employer to discuss with recognised trade unions.
- 5.2 The Authority provides a facility for the deduction of trade union subscriptions from salary for which the trade unions pay a fee. It is expected that potential new employers will continue this facility for the requisite fee for employees transferred from the Authority .
- 5.3 To ensure that the costs of agreed trade union release time from normal duties do not fall inequitably on one particular employer, a central fund will be created by the Authority that employers will be required to contribute to. Employers will be able to access this fund under agreed terms to meet any costs jointly identified and incurred, by the Authority and the new employer as appropriate.
- 5.4 It is expected that where reasonable notice is given and access does not cause operational difficulties, then trade union officials may normally be granted access to the premises of the new employer. It is recognised by all parties that this may mean that access to premises may need to be given to people who are not employees and suitable arrangements will need to be made.

Schedule 28

Conflict of Interest Protocol

PART A – Implementation and Training

Definitions

“Actual Conflict of Interest” means any conflict that has been identified and takes place due to a Conflict of Interest;

“Conflict of Interest” means any situation in which the Service Provider or a Service Provider Related Party or where the categories of persons referred to in (i) and (ii) below:

- (a) permits its or their commercial or other interests to interfere with or conflict with its or their respective duties (which the Service Provider hereby acknowledges) to provide the Services and comply with the Service Provider's obligations under this Agreement;
- (b) uses any information gained through the operation of this Agreement in any way which is or is likely to be detrimental to or in conflict with the interests of the Authority;
- (c) breaches the provisions of the Authority Conflict of Interest Protocol (as may be amended by the Authority from time to time);
- (d) submits a bid or enters into a contract to be a member of a supply chain (including as a contractor, a sub-contractor or as a party to a framework agreement) for the provision of any of the Services or for any other service the management of which the Service Provider is responsible for or involved with under this Agreement;
- (e) acquires any legal, beneficial or equitable interest in any body corporate (including the acquisition of shares, control over exercise of voting rights conferred on those shares or control over the right to appoint or remove directors or the rights to dividends in a company limited by shares or other arrangements which may have such effect) which has submitted a bid or entered into a contract to be a member of a supply chain (including as a contractor, a sub-contractor or as a party to a framework agreement) for the provision of any of the Services or for any other service the management of which the Service Provider is responsible for or involved with under this Agreement; or
- (f) in providing the Services and/or carrying out this Agreement, does not conduct its or their business, operations or activities in a politically neutral fashion, or
- (g) have, directly or indirectly, a private interest in the outcome of any decision making process, which may be perceived to impair or has impaired the impartial and objective performance of their duties.

For the purposes of the COI Protocol, "private interest" means any family, emotional life, economic, political or other shared interests which conflict with the Authority's interest including a conflict with the Service Provider's own professional interests.

The rules referred to in this definition shall apply to conflicts of interests involving at least the following categories of persons:

- i all members of Staff of the Service Provider, or staff members of other service providers under the Service Providers reasonable control and Service Provider Related Parties, who are involved in providing the Services; or
- ii any Key Personnel, the Partnership Manager, chairperson or members of the Partnership Operations Board or members of a decision making bodies of the Services Provider and Service Provider Related Parties who, without necessarily being involved in the provision of the Services, may nevertheless influence the outcome of the decision making procedure.

"COI" means Conflict of Interest

"COI Check" means the Service Provider's procedure for identifying a Conflict of Interest Issue as set out in paragraph 1.1

"COI Protocol Training" means the training programme the Service Provider has devised and which the Authority has approved, to manage any conflict of interest that may arise from the Conflict of Interest Issues which shall set out the practical procedures of the COI Protocol.

"COI Protocol" means the procedures the Service Provider undertakes to recognise and disclose activities that might give rise to a Conflict of Interest, Perceived Bias or the Perception Conflict of Interest and to ensure that such conflicts are seen to be properly managed and avoided.

"Conflict of Interest Information Barrier" means arrangements to ensure the Services, Project or commission of work from which the Conflict of Interest Issue has arisen is confidential and entirely separate from the Service Provider's, Affiliates of HoldCo's and Sub-Contractors' other business including the limbs identified in the definition of the Information Barrier and the following additional limbs:

- that all members of the staff working in relation to the Services (Restricted Group) have no involvement with or for other business at the Service Provider, Affiliate of HoldCo or Sub-Contractor unless otherwise agreed in writing in advance by the Authority;
- that no member of the Restricted Group is managed or supervised in relation to that matter by someone from outside the Restricted Group;
- that the Restricted Group is physically separated from those acting for the other client, for example, by being in a separate building, on a separate floor, or in a segregated part of the offices, and that some form of "access

restriction" be put in place to ensure that all physical segregation (for example, a security number to be punched in on a door lock);

"Perceived Bias" means in the reasonable opinion of the Authority the circumstances are likely to have occurred or have occurred which impair the ability of the Service Provider to fulfil the obligations of the Agreement due to a reasonably held perception of bias.

"Perceived Conflict of Interest" means the occurrence of a circumstance which may lead to a Perceived Bias and in the reasonable opinion of the Authority may give rise to a Conflict of Interest.

"Potential Conflict of Interest" means any conflict that has been identified and has the potential to take place due to a Conflict of Interest but which has not yet crystallised.

"Register" means a conflict of interest register which shall be maintained and updated by the Service Provider and provided to the Strategic Partnership Board;

1 Conflict of Interest Protocol - Staff

1.1 The Service Provider shall set out a practical checking process (**COI Check**) to identify the following conflict of interests (as set out in appendix 1 to this Schedule) when taking on a new commission of work in respect of the Services:

- 1.1.1 an Actual Conflict of Interest
- 1.1.2 a Potential Conflict of Interest
- 1.1.3 a Perceived Conflict of Interest
- 1.1.4 Conflict of Interest
- 1.1.5 a Perceived Bias

together known as **"Conflict of Interest Issue(s)"**

1.2 The COI Check shall comply with the Service Provider's own internal policies on dealing with conflict which shall include (but not be limited to) the identification of financial conflicts and the application of relevant guidance from the codes of practice of the organisations listed in Annex 1 to this Schedule, and shall meet, as a minimum, the Authority Conflict of Interest Protocol which shall form part of the practical process for the COI Check.

1.3 The Service Provider shall operate the COI Protocol to effectively prevent, identify and immediately remedy, mitigate or avoid the Conflict of Interest Issues throughout the term of the Agreement until the Expiry Date.

1.4 The Service Provider shall update the COI Protocol and COI Protocol Training Programme to comply with any Changes in Law and Good Industry Practice at its own cost.

1.5 The Service Provider shall make any reasonable amendments to this COI Protocol on request by the Authority from time to time. Any amendments except for those

mentioned in paragraph 1.4 above, that exceed a cost of £5,000 (five thousand pounds)(indexed) per instance and which require a material amendment to the COI Protocol shall be dealt with by a Change.

2 Training Programme

2.1 The Service Provider shall devise a COI Protocol Training programme for its Staff prior to the commencement of the Services which shall be approved by the Authority. The COI Protocol Training shall incorporate the identification of the Conflict of Interest Issues and the practical aspects of how to deal with those issues immediately in accordance with this protocol.

2.2 The Service Provider shall disclose to the Authority prior to the commencement of the Services the COI Protocol Training programme and the Authority shall respond by notifying to the Service Provider as to whether or not it agrees with content of the COI Protocol Training.

2.3 The Authority shall not unreasonably withhold or delay its approval of the COI Protocol Training. If the Authority does not approve the COI Protocol Training it shall inform the Service Provider of its reasons and its suggestions for improvement which the Service Provider shall take into account in the preparation of a further draft COI Protocol Training programme, which shall be resubmitted within five (5) Business Days of the rejection of the first draft of the COI Protocol Training. This process shall be repeated until the COI Protocol Training programme is approved by the Authority or referred to the Dispute Resolution Procedure.

2.4 If the Authority does not respond within ten (10) Business Days of receipt of the first draft of the COI Protocol Training, having been served a reminder notice, the Service Provider shall deem that the Authority has accepted the COI Protocol Training and shall implement the COI Protocol Training with all Staff during the Transition Period but before the commencement of the Services.

2.5 Service Provider Training Obligations

Pursuant to, and in addition to clause 26.10.1 (Staffing), the Service Provider undertakes that its Staff shall comply with the COI Protocol by:

2.5.1 carrying out COI Protocol Training as prescribed by the Service Provider prior to the Staff member's commencement of the Services or in the case of new members of Staff during their employment induction process; and

2.5.2 directing any Staff member to undergo the COI Protocol Training at any time or as reasonably requested by the Authority; and

2.5.3 annually updating Staff of the COI Protocol throughout the term of the Agreement; and

2.5.4 updating Staff to any material changes of the COI Protocol at any time throughout the term of the Agreement; and

2.5.5 maintaining that each member of Staff's knowledge of the COI Protocol Training is refreshed every six (6) months.

2.6 The Service Provider shall monitor that its Staff receives the COI Protocol Training in full pursuant to paragraph 2.5.1 and 2.5.4 by keeping an electronic register and shall provide written confirmation of its Staff's compliance with the COI Protocol Training on the reasonable request of the Authority.

2.7 The Authority who, without necessarily being involved in the provision of the Services shall in any event be aware of this COI Protocol and may reasonably, but not vexatiously, identify a Conflict of Interest Issue and request that the Service Provider investigate the Perceived Bias. The Service Provider shall apply the procedures in this protocol to such identifications and requests.

2.8 **Service Provider Staff Obligations**

The Service Provider undertakes that each member of Staff engaged in the provision of the Services shall be:

2.8.1 trained to recognise the Conflict of Interest Issues;

2.8.2 under a duty to disclose and report activities that may give rise to Conflict of Interest Issues to the Partnership Manager immediately;

2.8.3 aware of COI Protocol procedures relating to resolution and notification and act on them accordingly;

2.8.4 notified of instructions from the Service Provider or Authority to resolve or mitigate any Conflict of Interest Issues;

to ensure that Conflicts of Interest Issues are properly managed or avoided in accordance with this COI Protocol.

2.9 In the event a Conflict of Interest Issue arises but not reported by the member of Staff in accordance with this COI Protocol, the Service Provider shall conduct an investigation to determine whether:

2.9.1 the member of its Staff failed to comply with the obligations set out in paragraph 2.8 and in the event that there has been no breach of this COI Protocol, the Service Provider shall direct that Staff member to undergo training in accordance with paragraph 2.5.

2.9.2 the member of its Staff wilfully, negligently or has failed to comply with the obligations set out in paragraph 2.5. If there is reasonable evidence to demonstrate that the actions of the member of Staff has caused a Potential Conflict of Interest or Actual Conflict of Interest, the member of Staff shall be dealt with through the Service Provider's internal employment procedures. The Authority shall be notified of the outcome.

2.10 The Authority shall notify the Service Provider immediately if in its reasonable opinion a member of Staff has breached the COI Protocol. The Service Provider shall undertake appropriate action in accordance with paragraph 2.9.

Conflict of Interest
PART B – Notification

3 Service User Request – COI Identification

3.1 In accordance with clause 8 (Conflicts of Interest), the Service Provider shall conduct a COI Check on each and every instruction or request that it receives from a Service User to identify any Conflict of Interest Issues by using:

3.1.1 information held in the Database;

3.1.2 information the Service Provider holds in its own databases which shall include current and historical records;

3.1.3 information contained in the Authority Data;

3.2 The Service Provider shall ensure that the information sources detailed in paragraph 3.1 shall be up to date (in so far as reasonably practical) as at the date of the COI Check.

4 Duty to Notify

4.1 If the Service Provider does not identify any Conflict of Interest Issue with the Service User request and it is clear that no Conflict of Interest Issue will arise in the course of the Service Provider providing its Services, the Service Provider shall be entitled to proceed with the Service User commission and no further COI Check will be carried out.

4.2 Notwithstanding paragraph 4.2, the Service Provider shall immediately inform the Partnership Manager of any potential Conflict of Interest Issue it determines to be insignificant for the Authority's determination prior to insertion on the Register and the Authority shall reserve the right to determine whether the non-significant potential Conflict of Interest Issue shall be reclassified as significant at any time on notification by the Service Provider.

4.3 If the Service Provider identifies a potential Conflict of Interest but determines it to be insignificant it shall record the non-significant potential Conflict of Interest on a Conflict of Interest Register (the Register).

4.4 Upon becoming aware of any potential Conflict of Interest Issue, the Service Provider (through the Partnership Manager) shall immediately or if not practicable within five (5) Business Days notify the Contract Manager in writing of the same, giving full particulars of its nature and the circumstances (**Conflict Circumstances**) in which it exists or arises and shall furnish such further information as the Authority reasonably requires.

4.5 Any Conflict of Interest or Perceived Bias issue that may be identified pursuant to paragraph 2.5 shall be notified to the Partnership Manager and Contract Manager immediately or if not practicable, within five (5) Business Days in writing of the same, giving full particulars of its nature and the circumstances (Conflict Circumstances) in which it exists or arises and shall furnish such further information as the Authority

reasonably requires. The Parties shall follow the procedure as set out in Part C hereof.

4.6 If any Conflict of Interest or Perceived Bias issue arises, the Service Provider shall put in place and maintain a Conflict of Interest Information Barrier to ensure:

4.6.1 that the circumstances to which the Conflict of Interest or Perceived Bias has arisen from, is separated from the entirety of the Service and the Service Provider's other businesses; and

4.6.2 information relating to the Services is only accessible for the purpose of the Services and not in relation to any other aspects of the Service Provider's, business.

this information barrier shall be known as the "Conflict of Interest Information Barrier"

Conflict of Interest

PART C – Avoidance

5 **Avoidance Plan**

5.1 Following notification of a potential Conflict of Interest or Perceived Bias pursuant to paragraph 4.1, the Service Provider shall prepare an Avoidance Plan and the Authority shall within five (5) Business Days either:

5.1.1 seek to agree with the Service Provider a plan to avoid an actual Conflict of Interest occurring in relation to the Conflict Circumstances (an **Avoidance Plan**) which shall include a course of action and timescales. The Service Provider shall implement the Avoidance Plan immediately and notify the Authority once the Avoidance Plan has been implemented.

Following the implementation of the Avoidance Plan, if the Authority reasonably believes there is still a potential Conflict of Interest in relation to the Conflict Circumstances, the Authority may seek to agree a further Avoidance Plan with the Service Provider or may notify the Service Provider what actions it should take to seek to avoid a Conflict of Interest Issue.

or

5.1.2 notify the Service Provider that it does not consider the Conflict Circumstances are likely to give rise to a potential Conflict of Interest and authorise the Service Provider to continue with the Service User request by notification (the Authority may include conditions in this notification or actions the Service Provider should take to reduce the likelihood of the Conflict Circumstances giving rise to a potential Conflict of Interest). The Conflict Circumstances shall be recorded on the Register.

or

5.1.3 exercise its Rights of Step-In pursuant to paragraph 5.3.

5.2 If the Authority and Service Provider are unable to agree an Avoidance Plan or the Service Provider does not implement the Avoidance Plan within fifteen (15) Business days of the notification (pursuant to paragraph 3.1) the Service Provider shall refrain from any action or inaction which will result in a potential or an actual Conflict of Interest.

5.3 At any time the Authority may exercise its Rights to Step-in in accordance with clause 42.1 (Right to Step-in) to facilitate the Services in relation to the Service User request and deal with the Conflict Circumstances to the exclusion of the Service Provider.

5.4 Notwithstanding the Authority Right to Step-In at paragraph 5.3 above, the Service Provider shall be entitled to refer the proposed Avoidance Plan to the Partnership Operations Board for consideration or to the Dispute Resolution Procedure.

- 5.5 At all times the Service Provider shall comply with any reasonable instructions from the Authority relating to the potential Conflict of Interest.

Conflict of Interest

PART D – Remedies

6

6.1 Step-In or Referral

- 6.1.1 If the Conflict Circumstances requires immediate action and/or pursuant to paragraph 5.4 the matter is referred to the Dispute Resolution Procedure which shall delay the implementation of an Avoidance Plan, the Authority shall be entitled to exercise its Step-In Rights accordance with clause 42.1 (Right to Step-in) to facilitate the Services in relation to the Conflict Circumstances on a temporary basis until an Avoidance Plan has been mutually agreed between the Parties so that the Service Provider can implement the Avoidance Plan in accordance with paragraph 5.1.1
- 6.1.2 If the Service Provider commits a material breach of any condition of the Avoidance Plan which leads to an Actual Conflict of Interest, the Authority shall be entitled to exercise its Rights to Step-In in accordance clause 42.1 (Right to Step-in) and the Service Provider shall indemnify the Authority against all Direct Losses arising in relation to any Actual Conflict of Interest or breach of the COI Protocol.
- 6.1.3 If the Conflict Circumstances cannot be resolved through the Dispute Resolution Procedure and/or no effective Avoidance Plan can be agreed or formulated to avoid the Conflict Circumstances, the Authority shall:
- (a) be entitled to exercise or continue to exercise its right of Step-In in accordance with 42.1 (Right to Step-in); or
 - (b) authorise the Service Provider to refer the Service User request to a Service Provider Related Party, Sub-contractor or Third Party Contractor that has been pre-approved by the Authority to carry out the Services;
 - (c) refer the Service User's request to another local authority under s101 of the Local Government Act 1972 who are capable of dealing with the Service User's requirement. The Service Provider shall be entitled to be commissioned by the Service User if no other Conflict of Interest is identified.
- 6.1.4 In the event the Authority's cost of exercising its Rights to Step-In exceeds the amount of the Periodic Service Payment, the Authority shall be entitled to be indemnified by the Service Provider for any reasonable costs.

6.2 Information Barriers – Project Specific

Without prejudice to any part of this COI Protocol if the Conflict of Interest Issue is ongoing and the Authority does not adopt one of the measures in paragraph 6.1, the Service Provider shall:

- 6.2.1 put in place and maintain in place a project specific internal arrangements to avoid further Conflict of Interest Issues arising, such arrangements to meet, as a minimum, the Authority Conflict of Interest Protocol and relevant guidance from time to time; and
- 6.2.2 put in place and maintain a Conflict of Interest Information Barrier within the Service Provider, any Affiliates of HoldCo and Sub-Contractors to ensure:
 - (a) this Service and the Service Provider's, Affiliates of HoldCo's and Sub-Contractors' other business are entirely separate; and
 - (b) information relating to the Services is only accessible for the purpose of the Services and not in relation to any other aspects of the Service Provider's, Affiliates of HoldCo's or Sub-Contractor's business.

6.2.3 **Partial Termination**

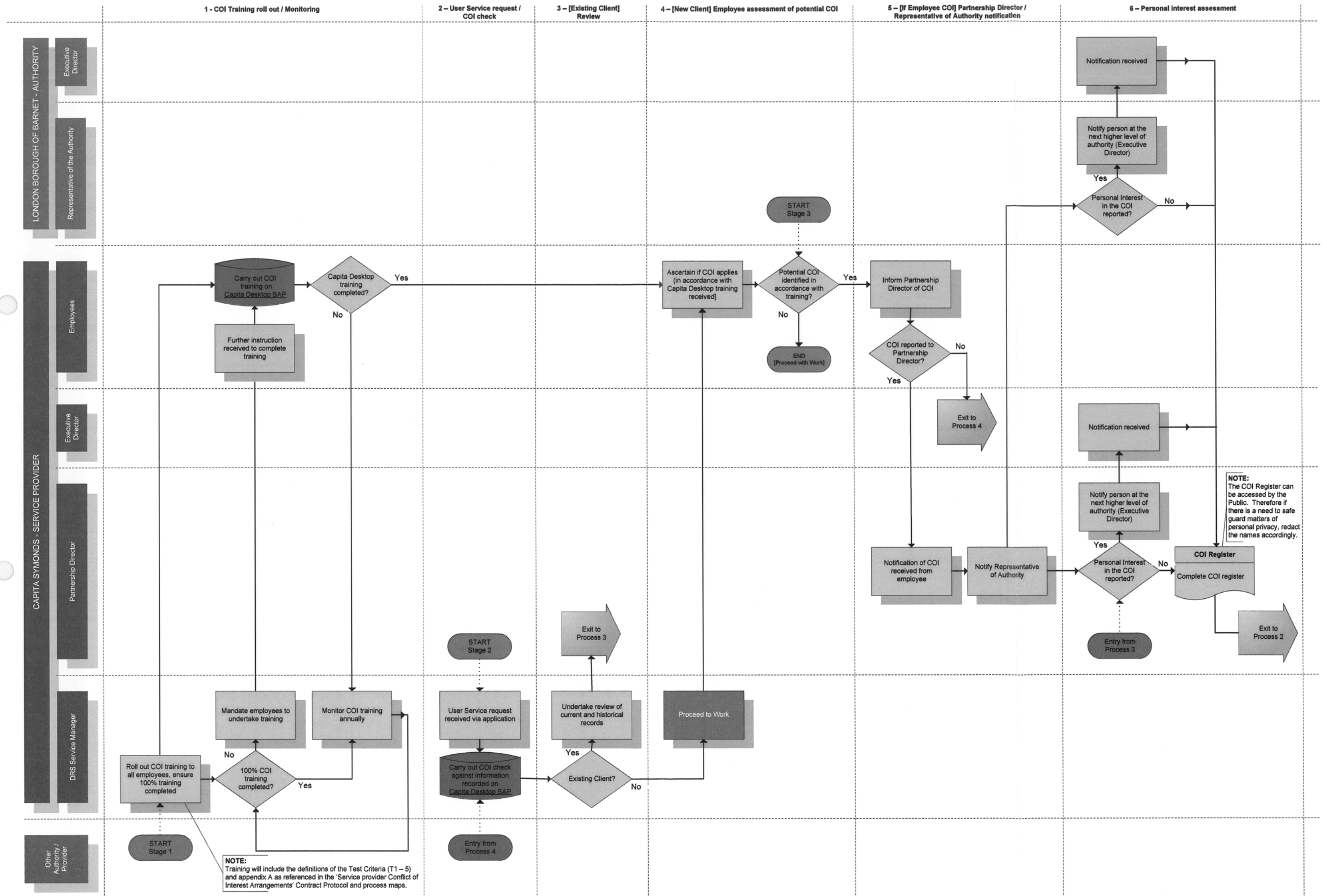
Notwithstanding the Authority's discretion to rely on paragraphs 6.1 and 6.2 of this COI Protocol, if the Service Provider and Authority cannot resolve the Conflict of Interest Issue and following escalation to the Dispute Resolution Process where no resolution has been found, the Authority (acting reasonably) may serve a Partial Termination Notice in respect of the Services that are subject to the Conflict of Interest Issue.

Annex 1

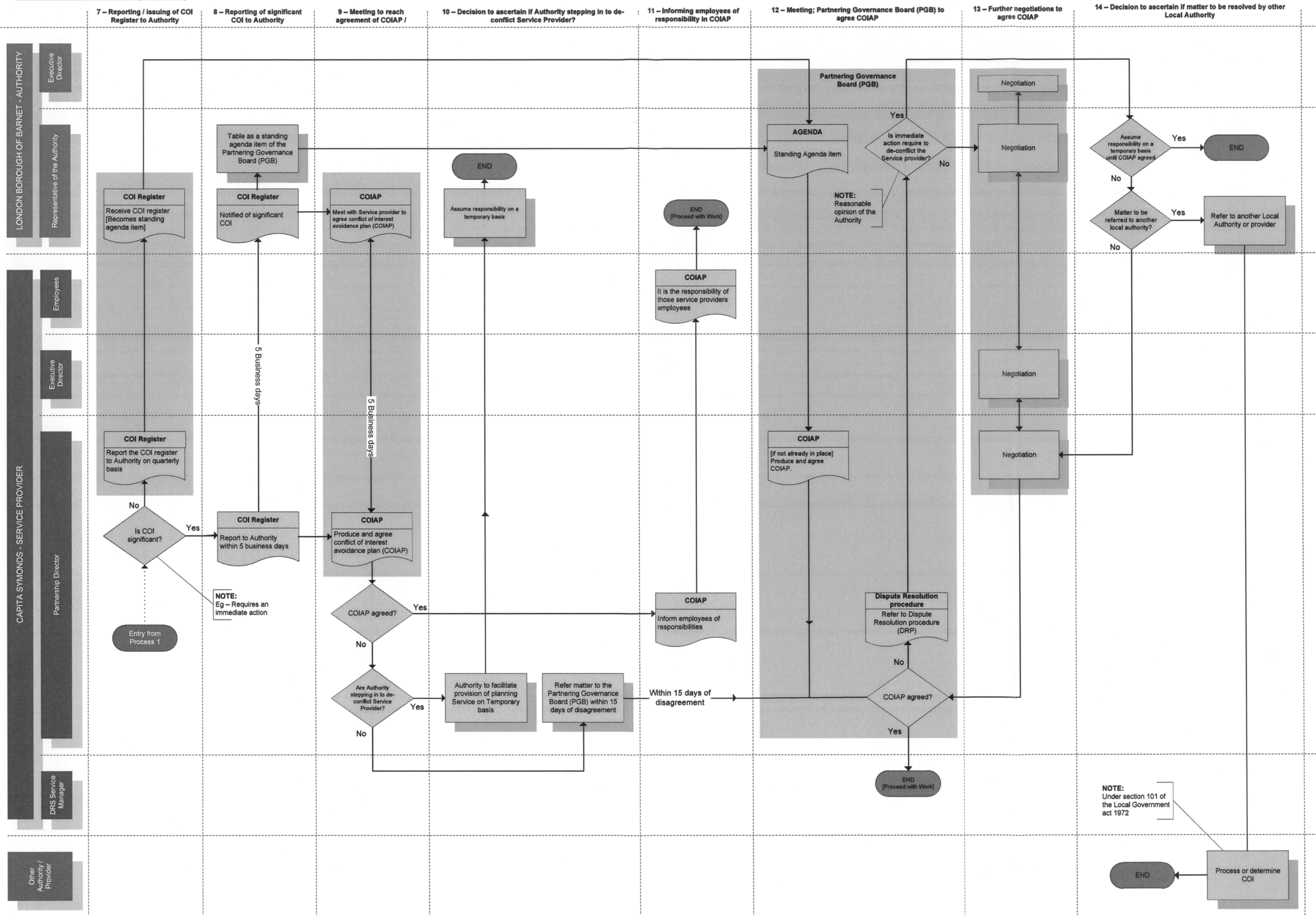
- Institute of Civil Engineers
- Institute of Highways and Transportation
- Royal Town Planning Institute
- Trading standards Institute
- Chartered Institute of Environmental Health
- Institute of Cemetery and Crematorium Management
- Royal Institute of Chartered Surveyors
- British Urban Regeneration Association
- The Planning Officers' Society

Appendix 1
Checking Process

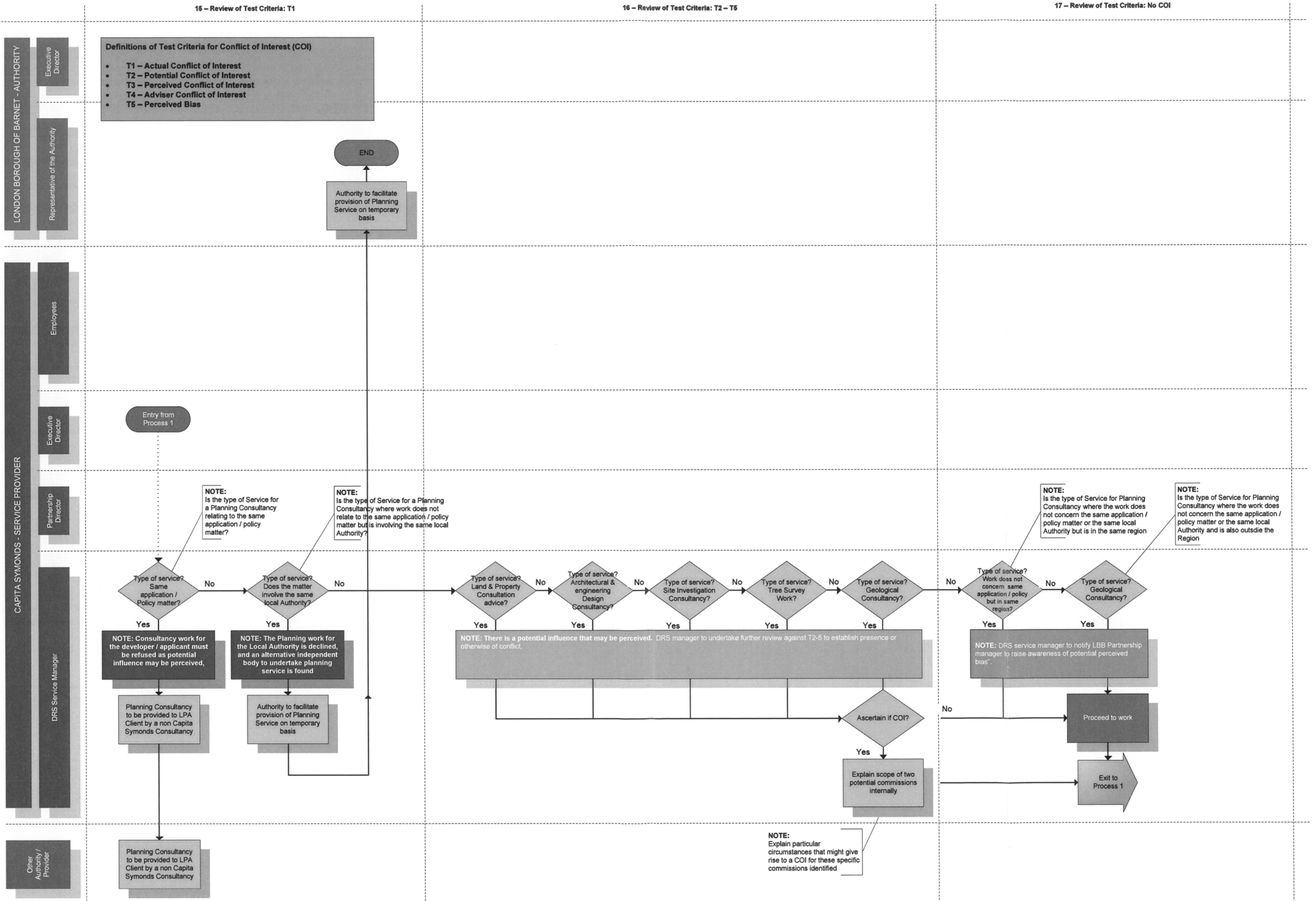
Barnet – Conflict of Interest [Process 1]



Barnet – Conflict of Interest [Process 2]



Barnet – Conflict of Interest (Process 3)



Barnet – Conflict of Interest [Process 4]

18 – Identification of COI not reported by employee

19 – Assessment to ascertain if training carried out

20 – Meeting to ascertain reasons for non notification

21 – Assessment if disciplinary action required

LONDON BOROUGH OF BARNET - AUTHORITY

Executive Director

Representative of the Authority

Employees

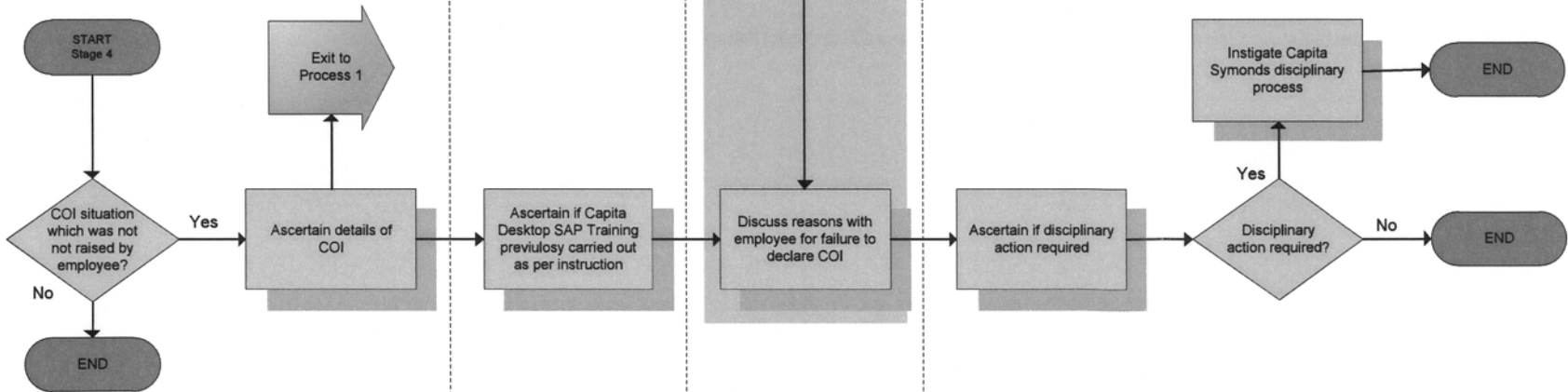
Executive Director

CAPITA SYMONDS - SERVICE PROVIDER

Partnership Director

DRS Service Manager

Other Authority / Provider



Schedule 29

Formula for calculating contribution to Trade Union Fund

Trade Union Facility Time Charging Mechanism

1 Context

1.1 The Authority as part of its relationship with its partners has implemented a TUPE plus agreement (the **TUPE Plus Agreement**).

1.2 Clause 5.3 of the TUPE Plus Agreement sets out how the trade union facility time costs will be managed as set out below:

5.3 To ensure that the costs of agreed trade union release time from normal duties do not fall inequitably on one particular employer, a central fund will be created by the Authority that employers will be required to contribute to. Employers will be able to access this fund under agreed terms to meet any costs jointly identified and incurred by the Authority and the new employer as appropriate.

1.3 This paper sets out how the facility time budget will be contributed to and drawn down.

2 Outset Data

2.1 In the financial year 2011/12 the agreed trade union release time for elected officials was as follows:

UNISON 10 days
GMB 8 days

2.2 The cost of this release time including pension contributions and employer's tax and NI was £154,000.

2.3 The total number of centrally employed staff excluding schools was 3183.

3 Contractor Charging Mechanism

In order to fairly apportion these costs the following process will be applied.

3.1 At first contract award

3.1.1 In order to calculate the appropriate re-charge to each contractor the following process will be followed:

Number of employees being transferred
----- = % percentage
3183

3.1.2 This percentage of the facility budget will then be fixed for the life of the contract for each contractor and the contribution charged on a yearly basis.

3.2 Subsequent Transfers at the end of the contract

3.2.1 The % percentage of the facility pot will then transferred to subsequent contractors.

3.2.2 If the contract were changed e.g. at a subsequent contract award the contract was let to two providers then the % percentage would be split on the basis of the proportion of staff transferring to the new contractors.

For example:

The contract is awarded to Co.A and the percentage at first contract aware was 10%. The contract is then re let to Co.B and Co.C. Co.B is taking 40% of the transferring staff and Co.C is taking 60% of the transferring staff. Co.B would pay 4% of the facility budget and Co.C would pay 6% of the facility budget.

4 Charging Process

4.1 If contractor D had 10% of the facility in terms of staff they would contribute:

$$£154,000 \times 10\% = £15,400$$

4.2 If they then had a trade union official as an employee they would net this off. For example a trade union official with 4 days release time would mean that they would claim:

$$4/18 \times £154,000 = £34,222$$

4.3 Therefore the net claim on the pot would be £18,822.

5 Facility Time

Each year the Authority will consult with its partners about the appropriate level of facility time. The Authority will consider all views however the Authority's decision will be final.

Schedule 30

TUPE Information for Retendering

- 1 D.o.b., cont. service date, job title, grade, notice period, salary and bonus arrangements, hours worked/days worked, full-time/part-time, other benefits e.g. cars, telephone allowances, London weighting, health schemes.
- 2 Details of non-executive directors and their current fees and/or any other benefits.
- 3 Expiry dates of fixed term contract employees.

Salaries

- 4 Increments due – shortly/over time.
- 5 Performance related pay values.
- 6 Bonus arrangements.
- 7 Overtime rates/rules.
- 8 Shift premiums/rules/hours.
- 9 Hours worked.
- 10 Allowances – travel, laundry, lunch, telephone, first aid, acting up, subsistence, weighting.
- 11 Profit share scheme.
- 12 Save as you earn stock option scheme.
- 13 Share ownership scheme.
- 14 Details of flexible benefits.
- 15 Free meals or subsidised transport.
- 16 Deductions from pay – loans, car contributions, union subs.

Redundancy

- 17 Contractual redundancy enhancements.
- 18 Discretionary redundancy enhancements and evidence of how discretion is used.
- 19 Current redundancy agreements.
- 20 Mobility clause/redundancy arrangements.

Pensions

- 21 Details of final salary schemes/ scheme booklets.

- 22 Details of defined contribution schemes/ scheme booklets.
- 23 Employer/employee contribution levels.
- 24 Individual actual membership of pension scheme.
- 25 Normal retirement age/exceptions.
- 26 Early retirement pension benefits e.g. on redundancy, efficiency of service, ill-health.
- 27 Contracted in/out of state schemes.
- 28 Life assurance level of cover.

Sickness Benefits

- 29 Eligibility, entitlement, payments, penalties.
- 30 Records of absenteeism/long term sickness/injuries.
- 31 Private medical insurance – entitlements/ insurer and costs to employer/employee.
- 32 Permanent health insurance – entitlements/insurer and costs to employer.

Holidays

- 33 Annual entitlements/eligibility/ increases in entitlements due.
- 34 Bank holidays/other contractual e.g. Maundy Thursday/ Christmas.
- 35 Discretionary leave e.g. Christmas.
- 36 Any banked holiday scheme/leave carry over.
- 37 Amount of leave outstanding at time of transfer.
- 38 Flexible working hours owed/outstanding at time of transfer.

Maternity/paternity/adoption/family friendly policies

- 39 Maternity pay/paternity pay enhancements and eligibility.
- 40 Details of those on maternity/paternity/adoption leave/outstanding payments and expected date of return.
- 41 Career breaks/ childcare facilities – crèche, nursery, vouchers.

Other

- 42 Current disciplinarys and appeals against disciplinary on file.
- 43 Outstanding/ threatened ETs, Summonses, Personal Injury claims.
- 44 On-going sponsorship of training/professional qualifications.

- 45 Are you undertaking job evaluation? If so, what is the likely financial impact of this?
- 46 Have you had any equal pay claims in the last two years?
- 47 Details of any enquiry by the Equality and Human Rights Commission in respect of employees and any outcome thereof.
- 48 Details of any enquiry by the Health and Safety Inspectorate in respect of employees and any outcome thereof.
- 49 Details of any enquiry by the Inland Revenue or Contributions Agency in respect of employees and any outcome thereof.



Schedule 31

Insurance

This Schedule 31 (Insurance) comprises four Parts:

PART 1: Policies to be taken out by the Contractor and maintained during the Contract Period

PART 2: Endorsements

PART 3: Capita's Letter of Undertaking

PART 4: Highway Claims Protocol

Part 1

Policies to be taken out and maintained by the Service Provider and maintained during the Contract Period

Common to all policies in Part 1 (unless otherwise stated):

Insureds

- (1) Service Provider
- (2) Key-Subcontractor

each for their respective rights and interests in the Project.

1 Third Party Public Liability Insurance and Product Liability

1.1 Interest

To indemnify the insured in respect of all sums that they may become legally liable to pay (including claimant's costs and expenses) as damages in respect of accidental:

- 1.1.1 death, or bodily injury, illness, death, disease contracted by any person;
- 1.1.2 loss or damage to property; or
- 1.1.3 interference to property or any easement right of air, light, water or way or the enjoyment or use thereof by obstruction, trespass, nuisance, loss of amenities, or any like cause,

happening during the period of insurance and arising out of or in connection with the Project and the provision of the Services.

1.2 Limit of Indemnity

Fifty million pounds (£50,000,000) (escalated periodically as appropriate in accordance with clause 47.13) in respect of any one occurrence, the number of occurrences being unlimited.

1.3 Maximum Deductible

£750 for each and every claim

1.4 Territorial Limits

Worldwide

1.5 Jurisdiction

Worldwide excluding USA, Canada and Australia.

1.6 Period of Insurance

From the Agreement Date or as otherwise specified in this Agreement for the duration of this Agreement and renewable on an annual basis unless agreed otherwise by the parties.

1.7 Cover Features and Extensions

- 1.7.1 munitions of war;
- 1.7.2 cross liability clause;
- 1.7.3 contingent motor liability;
- 1.7.4 subrogation waiver and non vitiation clause;
- 1.7.5 Indemnity to principal.

1.8 Principal Exclusions

- 1.8.1 Liability for death, illness, disease or bodily injury sustained by employees of the Insured.
- 1.8.2 Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by Legislation in respect of such vehicles.
- 1.8.3 Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the Insured.
- 1.8.4 Liability in respect of loss or damage to property in the care, custody and control of the insured but this exclusion is not to apply to all property belonging to the Authority that is in the care, custody and control of another Insured.
- 1.8.5 Liability arising out of technical or professional advice (given for a fee) other than in respect of death or bodily injury to persons or damage to third party property.
- 1.8.6 Liability arising from the ownership, possession or use of any aircraft or marine vessel.
- 1.8.7 Liability arising from seepage and pollution unless caused by a sudden, identifiable, unintended and unexpected occurrence.

2 Employers' Liability Cover

2.1 Limit of Indemnity

Ten million pounds (£10,000,000) (escalated periodically as appropriate in accordance with clause 47.13) in respect of any one occurrence, the number of occurrences being unlimited.

2.2 Cover Features and Extensions

- 2.2.1 Statutory defence costs

2.2.2 Contractual liability

3 **Fidelity Guarantee Insurance**

3.1 **Limit of Indemnity**

Five million pounds (£5,000,000) (escalated periodically as appropriate in accordance with clause 47.13) in respect of any one occurrence, the number of occurrences being unlimited.

3.2 **Cover Features and Extensions**

3.2.1 Theft by temporary workers including those on work experience

3.2.2 Theft from unidentified workers

3.2.3 Reinstatement of indemnity limit

3.2.4 Continuity of cover

Part 2

Endorsements

Unless the context otherwise requires defined terms set out in the following endorsements shall have the meaning set out in this Agreement.

Endorsement 1

Cancellation

This policy shall not be cancelled or terminated before the original expiry date is to take effect except in respect of non-payment of premium.

Endorsement 2

Subrogation Waiver

Insurers hereby agree to waive all rights of subrogation and/or recourse which they may have or acquire against the Authority (together with their employees and agents).

Endorsement 3

Ringfencing (for Public Liability and Employers' Liability)

The level of any indemnity available to an insured party under this policy in relation to any claim(s) concerning the Project shall not be affected and/or reduced by any claim(s) unrelated to the Project.

Part 3

Capita Letter of Undertaking

To: The London Borough of Barnet of North London Business Park, Oakleigh Road South,
London N11 1NP

Dear Sirs

Agreement dated on or about 5th August 2013 entered into between Capita (BDRS) Limited (the "Service Provider") and the London Borough of Barnet (the "Authority") (the "Agreement")

1 We refer to the Agreement. Unless the context otherwise requires, terms defined in the Agreement shall have the same meaning in this letter.

1.1 all premiums due to date in respect of the Required Insurances and PI Insurance are paid and the Required Insurances and PI Insurance are, to the best of our knowledge and belief, placed with insurers which, as at the time of placement, are reputable and financially sound. We do not, however, make any representations regarding such insurers' current or future solvency or ability to pay claims; and that

1.2 Notification Obligations

1.2.1 to notify you at least five (5) Business Days prior to the expiry of any of the Required Insurances and the PI Insurance that renewal process has been instigated to provide the Required Insurances and the PI Insurance detailed in the agreement.

1.2.2 to provide on request a brokers letter of confirmation in a form as provided confirming that the Required Insurances and PI Insurance detailed in the agreement have been purchased.

1.2.3 to notify in writing as soon as possible or at least ten (10) Business Days prior to taking effect:

- (a) cancellation, non renewal or amendment of the Required Insurances and PI Insurance so that the Required Insurance and PI Insurance requirements will no longer be satisfied;
- (b) any reduction in limits or coverage or any increase in deductibles is to take effect so that the Required Insurance and PI Insurance requirements will no longer be satisfied; and
- (c) of any act or omission or any event of which the insurer has knowledge in relation to the Services and which might invalidate or render unenforceable in whole or in part this policy.

1.3 Administrative Obligations

- 1.3.1 to hold copies of all documents relating to or evidencing the Required Insurances and PI Insurance, including but without prejudice to the generality of the foregoing, policies, endorsements and copies of all documents evidencing renewal of the Required Insurances and PI Insurance, payment of premiums and presentation and receipt of claims;
- 1.3.2 to supply to the Authority promptly on written request a brokers letter of confirmation in the form as provided showing that the Required Insurances and PI Insurance detailed in the agreement have been provided.

2 General

- 2.1 For the avoidance of doubt, the undertakings and confirmations given in this letter relate solely to the Required Insurances and PI Insurance. They do not apply to any other insurances and nothing in this letter should be taken as providing any undertakings or confirmations in relation to any insurance (other than the Required Insurances and PI Insurance) that ought to have been placed or may at some future date be placed by ourselves.
- 2.2 Nothing in this letter shall prejudice insurers' right to cancel the Required Insurances and PI Insurance in accordance with their terms and the undertakings and confirmations set out in this letter are given subject to such right.
- 2.3 This letter shall be governed by and construed in accordance with English law.

Yours faithfully

For and on behalf of the London Borough of Barnet

For and on behalf of Capita Plc

Part 4

Highways Claims – Service Provider's Protocol

1 Overview

- 1.1 It is recognised that the Service Provider has an obligation to assist the Highway Authority - Client Team, their claims handlers and solicitors in the defence of highway related claims. In addition to the liability placed upon the Highway Authority - Client Team there is a potential liability on the Service Provider pursuant to the Agreement.
- 1.2 The aim of the protocol is to ensure a proper channel of communication between the parties and maximise the Highway Authority - Client Team's prospects of successfully defending the highways claims.

2 Procedure

- 2.1 The Service Provider shall upon becoming aware of any actual, threatened, or suspected complaint or proceedings brought by any third party in any way connected with the services provided by the Service Provider, provide to the Highway Authority - Client Team's claims handler full details as may be reasonably possible in the circumstances in order to allow proper defence of the Highway Authority - Client Teams, or the Service Provider's interest.
- 2.2 Details of actual or threatened claims directed to the Highway Authority - Client Team claims handler will be notified promptly to the Service Provider and in the case of a claim being made, the claims handler will provide copies of all correspondence received including copies of any pre-action protocol letter of claim together with the Highways Claims Investigation documentation. The claims handler will deal with all requests for further information from the Service Provider within a reasonable timescale, not exceeding twenty-one (21) days.

3 Documentation

The Service Provider shall complete the standard Highways Claims Investigation documentation provided by the Highway Authority - Client Team within twenty (20) Business Days, such documentation may be amended from time to time following consultation with the Service Provider, and having consideration to the Civil Procedure Rules, Codes of Practice and other statutory requirements.

4 Co-operation

4.1

- (a) The Service Provider shall use all reasonable endeavours to assist, co-operate with and follow the instruction of the Highway Authority - Client Team in relation to any such claims including (but not limited to) protecting and/or defending the rights of the Highway Authority - Client Team against any third party.

4.2

- (b) Such co-operation to include (but not be limited to):

- 4.2.2 Support the Highway Authority - Client Team, their claims handlers and/or legal advisers in the conduct of any proceedings (whether instigated or proposed) in relation to any such claims;
- 4.2.3 Employ suitably qualified and experienced persons to liaise with the claims handler in the provision of the co-operation required;
- 4.2.4 Complete the documentation exhibited to this document;
- 4.2.5 Forward to the claims handler or legal adviser all correspondence from the Claimants or any other interested party in connection with the claim within three (3) days of receipt;
- 4.2.6 Attend any meeting reasonably requested by the claims handler or legal adviser in connection with the claim;
- 4.2.7 Carry out a site inspection within a reasonable time scale (having regard to the nature of the claim);
- 4.2.8 In cases where there is any doubt about the location of the incident site, or the nature of the defect, the Highway Authority - Client Team or their agent shall invite relevant parties to attend a site inspection and the Service Provider shall provide suitable attendance at any such inspection.

5 Witness statements

- 5.1 Under normal circumstances, witness evidence will be provided solely by the inspecting officer or equivalent who will give evidence of fact only regarding the inspection records and procedures followed. Evidence concerning the implementation of the relevant maintenance contract will be provided by suitable senior persons within the Service Provider's organisation;
- 5.2 Where there is a potential requirement for evidence concerning standards set in the Maintenance Contract i.e. intervention levels, nature or frequency of inspections such evidence will be provided by the Highway Authority - Client Team and supported during proceedings if required.
- 5.3 The Highway Authority - Client Team will ensure witnesses are properly supported at trial and use all reasonable endeavours to ensure the witness evidence is limited to the individual's area of expertise.

Schedule 32

Bulk Transfer Terms

1 Interpretation and definitions

In this Schedule, unless the context otherwise requires, the following terms shall have the meanings given to them below:

Actuary's Letter means the letter from the Authority's Actuary;

Authority's Actuary means an actuary, appointed by the Authority for the purposes of this Schedule;

AVCs means AVCs or SCAVCs as defined in the LGPS Regulations;

Council's Actuary means the actuary appointed by the Authority for the purposes of this Schedule;

Service Provider's Actuary means an actuary appointed by the Service Provider and/or relevant sub-contractor for the purposes of this Schedule;

Service Provider's Scheme means the pension scheme or schemes nominated or established by the Service Provider and/or relevant sub-contractor in accordance with clause 26.3.8 of this Agreement;

Due Date means the date [•] days after the last of the conditions in paragraph 3.6 of this Schedule has been satisfied;

Fund means the London Borough of Barnet Local Government Pension Scheme Fund within the Local Government Pension Scheme;

Transfer Amount means the amount or amounts referred to in paragraph 3.1 of this Schedule;

Transferring Member means an Eligible Employee who agrees to a transfer of benefits being made for him or her from the Fund to the Service Provider's Scheme under paragraph 2 of this Schedule.

2 The Service Provider's Scheme

The Service Provider shall (and shall procure that each relevant sub-contractor shall) invite each Eligible Employee who joins the Service Provider's Scheme in accordance with clause 26.3.8(b)i of this Agreement to consent to a transfer of benefits being made for him from the Fund to the Service Provider's Scheme. The Service Provider and/or relevant sub-contractor must issue this invitation no later than one (1) month after the occasion of a Relevant Transfer. The invitation must be in a form acceptable to the Authority (such acceptance not to be unreasonably withheld or delayed by the Authority) and which complies with any requirements of the LGPS Regulations. Any Eligible Employee wishing to consent to a transfer of benefits must notify the Service Provider and/or relevant sub-contractor of this consent in writing no later than three (3) months after the date of the invitation. The Service Provider shall (and shall procure that each relevant sub-contractor

shall) provide the Authority with the names of the Transferring Members no later than four (4) months after the occasion of a Relevant Transfer.

3 Transfer payment from the Fund

- 3.1 The Authority shall use reasonable endeavours to ensure that it transfers from the Fund to the Service Provider's Scheme on the Due Date an amount in respect of the relevant Transferring Members' service in the Fund before the occasion of a Relevant Transfer calculated in accordance with the Actuary's Letter and the LGPS Regulations.
- 3.2 As soon as reasonably practicable following the occasion of a Relevant Transfer, the Service Provider shall (and shall procure that each relevant sub-contractor shall) promptly provide all data within its possession or under its control which the Authority's Actuary may require for the calculation of the Transfer Amount and shall warrant that this data is in all material respects true, complete and accurate.
- 3.3 As soon as reasonably practicable following the occasion of a Relevant Transfer, the Authority shall promptly provide all data within their possession or under their control which the Authority's Actuary may require for the calculation of the Transfer Amount and shall warrant that this data is in all material respects true, complete and accurate.
- 3.4 The Authority shall use their reasonable endeavours to procure that:
- 3.4.1 as soon as reasonably practicable after the Authority's Actuary has been provided with the necessary data and information, the Authority's Actuary shall calculate the Transfer Amount in accordance with the Actuary's Letter and the LGPS Regulations; and
 - 3.4.2 within one (1) week of completing this calculation, the Authority's Actuary shall notify the Service Provider's Actuary in writing of the particulars of the calculation and the data on which the calculation is based.
 - 3.4.3 The Service Provider's Actuary will then have one (1) month (or such longer period as the parties may agree) from the date on which those particulars and data have been supplied to him in which to object in writing that the calculation is incorrect or not in accordance with the Actuary's Letter. The calculation shall be final and binding on the parties if the Service Provider's Actuary raises no objection within this stated period.
- 3.5 If the Service Provider's Actuary objects in writing under paragraph 3.4.3 of this Schedule and the Authority's Actuary and the Service Provider's Actuary cannot subsequently agree the Transfer Amount within one (1) month (or such longer period as shall be agreed between the parties) of the objection, then the amount shall be determined by an independent actuary to be nominated by the Authority and the Service Provider and/or relevant sub-contractor jointly or, if they cannot agree, by the President of the Institute and Faculty of Actuaries on application by either party. The independent actuary shall act as an expert and not as an arbitrator, and his decision shall be final and binding on the parties. The independent actuary's costs shall be payable equally by the Authority and the Service Provider and/or relevant sub-contractor.
- 3.6 Payment to the Service Provider's Scheme of the Transfer Amount shall only be made on the following conditions:

- 3.6.1 the Transfer Amount has been agreed or determined under paragraph 3.4.3 or 3.5 of this Schedule and in accordance with the LGPS Regulations;
- 3.6.2 HM Revenue & Customs has consented to the making of the payment (which consent the Authority and the Service Provider and/or relevant sub-contractor shall use reasonable endeavours to obtain);
- 3.6.3 the Service Provider and/or relevant sub-contractor has complied with all its obligations under this Schedule; and
- 3.6.4 the trustees of the Service Provider's Scheme have confirmed in writing that:
 - (a) a payment should be made in accordance with the LGPS Regulations and that they shall accept payment on the terms set out in paragraph 4 of this Schedule;
 - (b) they shall accept liability for each Transferring Member's accrued contracted out rights under the Fund; and
 - (c) they shall accept the Transfer Amount in full and final settlement of all claims against the Fund in respect of each Transferring Member.

3.7 The payment of the Transfer Amount shall be satisfied by the Fund transferring cash equal to 100 per cent (100%) of that part of the Transfer Amount in respect of which there has been no agreement as to the assets to be transferred.

4 Past service benefits

The Service Provider shall (and shall procure that each relevant sub-contractor shall) ensure that the Service Provider's Scheme provides in respect of each Transferring Member such benefits as the Authority's Actuary agrees with the Service Provider's Actuary to be of actuarially equivalent value to the benefits which would have been payable under the Local Government Pension Scheme in respect of the Transferring Member's service before the occasion of a Relevant Transfer if he had remained a member of the Local Government Pension Scheme and the Authority's Actuary shall certify such agreed value within the Authority's Actuary's letter.

5 Additional voluntary contributions

Nothing in this Schedule shall apply to AVCs or to benefits secured by them. However, the Authority shall use reasonable endeavours to ensure that the assets representing each Transferring Member's AVCs in the Fund (if any) shall be transferred to the Service Provider's Scheme. The Service Provider shall (and shall procure that each relevant sub-contractor shall) ensure that the Service Provider's Scheme provides benefits for each relevant Transferring Member which are equivalent to the assets transferred.

6 No assistance

The Service Provider shall not (and shall procure that each relevant sub-contractor shall not) encourage or initiate or assist or facilitate any action or provide any financial assistance for the purpose of requiring the Fund to pay an amount larger than the Transfer Amount to the Service Provider's Scheme in respect of the Transferring Members.

Exit Provisions

7.1 The Service Provider undertakes to the Authority (for the benefit of the Authority themselves and for the Authority as agent and trustee for the benefit of the Eligible Employees that on:

- 7.1.1 the expiry or termination of this Agreement; or
- 7.1.2 the expiry or termination of any sub-contract in the case of a relevant sub-contractor; or
- 7.1.3 the employment of any Eligible Employee transferring to a New Employer in accordance with clause 26.3.13 of this Agreement (or otherwise),

the Service Provider shall (and shall procure that each relevant sub-contractor shall) procure that the trustees of the Service Provider's Scheme offer bulk transfer terms in respect of the relevant Eligible Employees' service in the Service Provider's Scheme to the pension schemes of the Authority, any Future Service Provider (or their sub-contractors), any new sub-contractor or any New Employer (as applicable) which are no less favourable (as agreed by the Authority's Actuary or an actuary appointed by the Authority and the Service Provider's Actuary (both parties acting reasonably)) than the bulk transfer terms set out in the Actuary's Letter.

7.2 If the transfer payment paid by the trustees of the Service Provider's Scheme is less (as agreed by the Authority's Actuary or an actuary appointed by the Authority and the Service Provider's Actuary (both parties acting reasonably)) than the transfer payment which would have been paid had paragraph 7.1 of this Schedule been complied with, the Service Provider shall (and/or shall procure that each relevant sub-contractor shall) pay to the Authority, any Future Service Provider (or their sub-contractor), any new sub-contractor or any New Employer (as appropriate) (or as such person shall direct) the amount of the difference.

Authority's Costs

Any costs of the Authority necessarily and reasonably incurred in connection with this Schedule shall be borne by the Authority. Any costs of the Service Provider necessarily and reasonably incurred in connection with this Schedule shall be borne by the Service Provider.



Schedule 33

Authority's Policies

Schedule 33

Authority's Policies

Grouped classification of LBB policy set
Version 5

POLICY	VERSION	STATUS	IMPACT	REMEDY* (Category)	REQUIREMENT
Health & Safety					
Corporate Health & Safety Policy – Statement	N/A	In place	Major	3	Service Provider should have an equivalent policy to be approved by the Council
Corporate Health & Safety Policy – Organisation	N/A	In place	Major	3	Service Provider should have an equivalent policy to be approved by the Council
Corporate Health & Safety Policy – Arrangement 1 (Management of Health and Safety)	N/A	In place	Moderate	2	Service Provider should have an equivalent policy to be approved by the Council
Corporate Health & Safety Policy – Arrangement 2 (Health & Safety Knowledge and Competence)	N/A	In place	Moderate	2	Service Provider should have an equivalent policy to be approved by the Council
Corporate Health & Safety Policy – Arrangement 3 (Fire Precaution)	N/A	In place	Moderate	2	Service Provider should have an equivalent policy to be approved by the Council
Corporate Health & Safety Policy – Arrangement 4 (Accident/Incident Reporting)	N/A	In place	Moderate	2	Service Provider should have an equivalent policy to be approved by the Council
Corporate Health & Safety Policy – Arrangement 5 (First Aid)	N/A	In place	Moderate	2	Service Provider should have an equivalent policy to be approved by the Council
Corporate Health & Safety Policy – Arrangement 6 (Managing Contractors)	N/A	In place	Moderate	2	Service Provider should have an equivalent policy to be approved by the Council
Corporate Health & Safety Policy – Arrangement 7 (Annual reports)	N/A	In place	Moderate	2	Service Provider should have an equivalent policy to be approved by the Council
Corporate Health & Safety Policy – Arrangement 8 (Asbestos)	N/A	In place	Moderate	2	Service Provider should have an equivalent policy to be approved by the Council
Corporate Health & Safety Policy – Arrangement 9 (Violence at Work)	N/A	In place	Moderate	2	Service Provider should have an equivalent policy to be approved by the Council
Corporate Health & Safety Policy – Arrangement 10 (Working at Height)	N/A	In place	Moderate	2	Service Provider should have an equivalent policy to be approved by the Council
Corporate Health & Safety Policy – Arrangement 11 (COSHH)	N/A	In place	Moderate	2	Service Provider should have an equivalent policy to be approved by the Council
Corporate Health & Safety Policy – Arrangement 12 (Manual Handling)	N/A	In place	Moderate	2	Service Provider should have an equivalent policy to be approved by the Council
Corporate Health & Safety Policy – Arrangement 13 (Noise at Work)	N/A	In place	Moderate	2	Service Provider should have an equivalent policy to be approved by the Council
Corporate Health & Safety Policy – Arrangement 14 (Electricity at Work)	N/A	In place	Moderate	2	Service Provider should have an equivalent policy to be approved by the Council
Corporate Health & Safety Policy – Arrangement 15 (Display Screen Equipment)	N/A	In place	Moderate	2	Service Provider should have an equivalent policy to be approved by the Council
Corporate Health & Safety Policy – Arrangement 16 (Personal Protective Equipment)	N/A	In place	Moderate	2	Service Provider should have an equivalent policy to be approved by the Council
Corporate Health & Safety Policy – Arrangement 17 (Infection Control)	N/A	In place	Moderate	2	Service Provider should have an equivalent policy to be approved by the Council
Corporate Health & Safety Policy – Arrangement 18 (H&S in Offices)	N/A	In place	Moderate	2	Service Provider should have an equivalent policy to be approved by the Council
Corporate Health & Safety Policy – Arrangement 19 (Winter Working)	N/A	In place	Moderate	2	Service Provider should have an equivalent policy to be approved by the Council
Corporate Health & Safety Policy – Arrangement 20 (Work and Lifting Equipment)	N/A	In place	Moderate	2	Service Provider should have an equivalent policy to be approved by the Council

POLICY	VERSION	STATUS	IMPACT	REMEDY* (Category)	REQUIREMENT
Corporate Health & Safety Policy – Arrangement 21 (Lone Working)	N/A	In place	Moderate	2	Service Provider should have an equivalent policy to be approved by the Council
Corporate Health & Safety Policy – Arrangement 22 (Flexible Working)	N/A	In place	Moderate	2	Service Provider should have an equivalent policy to be approved by the Council
Corporate Health & Safety Policy – Arrangement 23 (Work Related Stress)	N/A	In place	Moderate	2	Service Provider should have an equivalent policy to be approved by the Council
Corporate Health & Safety Policy – Arrangement 24 (Gas Safety)	N/A	In place	Moderate	2	Service Provider should have an equivalent policy to be approved by the Council
Corporate Health & Safety Policy – Arrangement 25 (Working in Partnership)	N/A	In place	Moderate	2	Service Provider should have an equivalent policy to be approved by the Council
Corporate Health & Safety Policy – Arrangement 26 (DESAR)	N/A	In place	Moderate	2	Service Provider should have an equivalent policy to be approved by the Council
Corporate Health & Safety Policy – Arrangement 27 (Hot Weather Working)	N/A	In place	Moderate	2	Service Provider should have an equivalent policy to be approved by the Council
Corporate Health & Safety Policy – Arrangement 28 (Managing Vibration)	N/A	In place	Moderate	2	Service Provider should have an equivalent policy to be approved by the Council
Corporate Health & Safety Policy – Arrangement 29 (Smoking at Work)	N/A	In place	Moderate	2	Service Provider should have an equivalent policy to be approved by the Council
Corporate Health & Safety Policy – Arrangement 30 (Drugs and Alcohol)	N/A	In place	Moderate	2	Service Provider should have an equivalent policy to be approved by the Council
Corporate Health & Safety Policy – Arrangement 31 (Legionella)	N/A	In place	Moderate	2	Service Provider should have an equivalent policy to be approved by the Council
Corporate Health & Safety Policy – Arrangement 32 (H&S in Construction)	N/A	In place	Moderate	2	Service Provider should have an equivalent policy to be approved by the Council
Corporate Health & Safety Policy – Arrangement 33 (Permits to Work)	N/A	In place	Moderate	2	Service Provider should have an equivalent policy to be approved by the Council
Corporate Health & Safety Policy – Arrangement 34 (Driving at Work)	N/A	In place	Moderate	2	Service Provider should have an equivalent policy to be approved by the Council
Council Health and Safety Strategy	2011/2012	In place	Catastrophic	3	Service Provider must ensure that their strategies align with the Councils in the delivery of these services and that they have appropriate strategies in place for the priorities identified.
Council Health and Wellbeing Strategy	N/A	In place	Minor	1	Service Provider should have an equivalent policy to be approved by the Council
SAFEGUARDING					
Barnet Safeguarding Standards 2011	2011	In place	Catastrophic	3	Service Provider should comply with LBB policy
Principles of Safer Recruitment – Barnet Council	N/A	In place	Catastrophic	3	Service Provider should have an equivalent policy to be approved by the Council
Working Together 2010	N/A	In place	Catastrophic	3	(Non-Council owned Policy) Service Provider should comply with policy
Working Together to Safeguard Children This document replaces Working Together to Safeguard Children (2010); The Framework for the Assessment of Children in Need and their Families (2000); and Statutory guidance on making arrangements to safeguard and promote the welfare of children under section 11 of the Children Act 2004 (2007).	N/A	In Place	Catastrophic	3	(Non-Council owned Policy) Service Provider should comply with policy
London Child Protection Procedures 2010	N/A	In place	Catastrophic	3	(Non-Council owned Policy) Service Provider should comply with policy
Information Sharing: Guidance 2006 (DfE)	N/A	In place	Catastrophic	3	(Non-Council owned Policy) Service Provider should comply with policy

POLICY	VERSION	STATUS	IMPACT	REMEDY* (Category)	REQUIREMENT
EQUALITIES					
Barnet Equalities Policy 2010 [to be updated prior to Go Live date]	N/A	In place	Catastrophic	3	Service Provider should have an equivalent policy to be approved by the Council
CUSTOMER SERVICES					
Customer Service Standards	N/A	In place	Moderate	2	Service Provider should have an equivalent policy to be approved by the Council
Corporate Complaints Policy	1.0	In place	Major	2	Service Provider should have an equivalent policy to be approved by the Council
Unreasonably Persistent Complaints Policy	1.0	In place	Moderate	2	Service Provider should have an equivalent policy to be approved by the Council
Adult Social Care and Health Statutory Complaints and Representations Procedure	N/A	In place	Catastrophic	3	(Non-Council owned Policy) Service Provider should comply with policy
Multi Agency Safeguarding Adults Practitioners Guidance, Policy and Procedure – Pan London Agreement	N/A	In place	Catastrophic	3	(Non-Council owned Policy) Service Provider should comply with policy
Children's Service Complaints Procedure	N/A	In place	Catastrophic	3	Service Provider should comply with LBB policy
AUDIT					
Risk Management Policy Statement and Strategy	3	In place	Major	2	1. Section 5 of the Risk Management Policy – Service Provider should comply with LBB policy. 2. Overall Risk Management arrangements - Service Provider should have an equivalent policy to be approved by the Council
IM Strategy and Data Sharing Protocol	1.0	In place	Major	2	Service Provider should comply with LBB policy
SUSTAINABILITY					
One Barnet - A Sustainable Community Strategy for Barnet	N/A	In place	Moderate	2	Service Provider should comply with LBB policy
London Borough of Barnet Estate Strategy 2011-15	N/A	In place	Moderate	2	Service provider should comply with LBB policy
CAFT					
Counter Fraud Framework (CFF) – [To be revised at the end of 2012] Consists of the following documents: Introduction Fraud Policy Prosecution Policy Whistleblowing Policy Fraud Response Plan Reporting toolkit Bribery Policy Statement and Procedure	 3 4 3 4 3 3 1	In place	Catastrophic	3	Service Provider should comply with LBB policy
Anti Money Laundering Framework - [To be revised late 2012 and will become part of the revised CFF] – consists of the following documents: ML introduction ML response ML reporting toolkit	 2 1 1	In place	Catastrophic	3	Service Provider should comply with LBB policy
Covert Surveillance Policy & Procedures – Regulation of Investigatory Powers Act 2000	1	In place	Moderate	2	Service Provider should comply with LBB Policy

POLICY	VERSION	STATUS	IMPACT	REMEDY* (Category)	REQUIREMENT
MAINTENANCE OF WEBSITE INFORMATION AND MEDIA HANDLING					
Media and Publicity Protocol	June 2012	In place	Moderate	2	Service Provider should comply with LBB policy
DCLG Guidance on publicity for local authorities	N/A	In place	Moderate	2	(Non-Council owned Policy) Service Provider should comply with policy
CORPORATE PERFORMANCE MANAGEMENT					
Performance Management Framework	N/A	Not Yet Issued	Major	2	Service Provider should have an equivalent policy to be approved by the Council
INFORMATION GOVERNANCE FRAMEWORK – DPA, FOI, INFORMATION SECURITY & DATA QUALITY					
Data Transfer Policy	v.001	In place	Major	2	Service Provider should comply with LBB policy
Data Protection Policy	3	In place	Major	2	Service Provider should comply with LBB policy
Data Protection Incident Reporting Procedure	4	In place	Moderate	2	Service Provider should comply with LBB policy
Data Protection Staff Guidance	5.0	In place	Moderate	2	Service Provider should have an equivalent policy to be approved by the Council
Freedom of Information Policy	1	In place	Moderate	2	Service Provider should comply with LBB policy
Freedom of Information Staff Guidance	1	In place	Moderate	2	Service Provider should comply with LBB policy
Freedom of Information Media Request Protocol	2	In place	Moderate	2	Service Provider should comply with LBB policy
Redaction Policy	1	In place	Moderate	2	Service Provider should comply with LBB policy
Subject Access Guidance	2	In place	Moderate	2	Depends on how Subject Access Requests will be handled. This has not yet been decided
Social Media Policy	2.0	In place	Major	2	Service Provider should have an equivalent policy to be approved by the Council
Photography & Filming Policy	N/A	In Place	Major	2	Service Provider should have an equivalent policy to be approved by the Council
Paper Records – Secure Handling and Transit Policy	v.002	In place	Major	2	Service Provider should comply with LBB policy
CCTV Policy	2	In place	Major	2	Service Provider should have an equivalent policy to be approved by the Council
Voicemail Policy	1.0	In place	Minor	1	Service Provider should have an equivalent policy to be approved by the Council
Redaction Policy	1	In place	Minor	1	Service Provider should comply with LBB policy
Data Quality Policy	1.0	In place	Major	2	Service Provider should comply with LBB policy
Protective Marking Policy	v.001	In Place	Moderate	2	Service Provider should comply with LBB policy
Information Management Policy Consists of:- (a) Data Processor Information Management Policy (b) Records Retention and Disposal Guidelines	1	(a) In Place (b) In place	Moderate	2	Service Provider should comply with LBB policy
Transparency Policy <i>[Please see addendum below]</i>	April 2012	In place	Moderate	2	Service Provider should comply with LBB policy
Information Security Policy	4.0	In place	Major	2	Service Provider should have an equivalent policy to be approved by the Council

POLICY	VERSION	STATUS	IMPACT	REMEDY* (Category)	REQUIREMENT
Information Sharing Policy	3.0	In place	Moderate	2	Service Provider should comply with LBB policy
Information Sharing Protocol	v.002	In place	Moderate	2	Service Provider should comply with LBB policy
Acceptable Use Policy	6.0	In place	Moderate	2	Service Provider should comply with LBB policy
Password Policy	4.0	In place	Major	2	Service Provider should have an equivalent policy to be approved by the Council
HUMAN RESOURCES					
Employee Handbook	As provided in the Data Room. This handbook will be updated in the data room on a regular basis.	In place	Moderate	2	Service Provider should comply with LBB TUPE Transfer Commitments
TUPE Transfer Commitments	Per the contract terms	In place	Minor	1	Service Provider should comply with LBB TUPE Transfer Commitments
TU facility time recharge	Per the contract terms	In place	Negligible	1	Service Provider should comply with LBB TUPE Transfer Commitments
Local Agreements - non contractual	N/A	In place	Moderate	2	Service Provider should comply with LBB policy
Receipt of Pension fund contributions into the Pension Fund	N/A	In place	Moderate	2	Service Provider should comply with LBB policy
London Borough of Barnet Constitution http://www.barnet.gov.uk/info/1291/council_constitution/793/council_constitution	London Borough of Barnet Website	In place	Major	3	Service Provider should comply with LBB Constitution

*Category 1 - Discussion and escalation through governance as necessary

Category 2 - Payment Mechanism

Category 3 - Step-in or Breach provisions

ADDENDUM:

Transparency Policy and Application to Partnerships

The council’s Transparency policy describes how it meets the requirements of the Code of Recommended Practice for Local Government Transparency, however it also welcomes greater transparency from its Partners to aid in its discharge of democratic accountability. In terms of minimum requirements the following describes what we would expect Partners to make available to the public.

Purpose of Data	What data is expected	Guidelines and criteria	Frequency of data release	Accountable for Data	Expectation for Partners
Financial Data	Expenditure over £500, (including costs, supplier and transaction information).	Any sole trader or body acting in a business capacity in receipt of payments of at least £500 of public money should expect such payments to be transparent. HM Treasury Guidance	Monthly in arrears.	<ul style="list-style-type: none">Finance	<ul style="list-style-type: none">We would not expect Partners to disclose this information as part of their business
HR Data	Senior employee salaries, names (with the option for individuals to refuse to consent for their name to be published), job descriptions, responsibilities, budgets and numbers of staff. An organisational chart of the staff structure of the local authority including salary bands and details of currently vacant posts. The ‘pay multiple’ – the ratio between the highest paid salary and the median average salary of the whole of the authority’s workforce.	‘Senior employee salaries’ is defined as all salaries which are above £58,200 and above (irrespective of post), which is the Senior Civil Service minimum pay band. Budgets should include the overall salary cost of staff reporting to each senior employee.	<ul style="list-style-type: none">Annually, as close to the end of the financial year as possible	<ul style="list-style-type: none">HR	<ul style="list-style-type: none">We would expect Partners to publish senior employee staff salaries over £58,200 working on Barnet workstreamsOrganisational charts to be available on the internet siteWe would not require the pay multiple to be available

Purpose of data	What data is expected	Guidelines for officers	Frequency of data release	Accountable for Data	Expectation for Partners
Procurement and contracts	Copies of contracts and tenders to businesses and to the voluntary community and social enterprise sector.	Local Government Association (LGA): Local Transparency – A practitioners Guide to Publishing New Contracts and Tenders Data	<ul style="list-style-type: none"> Quarterly, with a view that this will be improved over time to monthly 	<ul style="list-style-type: none"> Procurement 	<ul style="list-style-type: none"> We would expect a list of businesses the Partner contracts with to be transparent so that we would could ensure conflicts of interest are minimised for Members and Senior Officers
Grant funding	Grants to the voluntary community and social enterprise sector should be clearly itemised and listed.	<ul style="list-style-type: none"> Listing of grants provided. 	<ul style="list-style-type: none"> Annually 	<ul style="list-style-type: none"> Adults, Children's and Chief Executive's Service 	<ul style="list-style-type: none"> We would not expect the Partner to make available grant funding information
Performance	Policies, performance, external audits and key inspections and key indicators on the authorities' fiscal and financial position.	<ul style="list-style-type: none"> No further guidance provided 	<ul style="list-style-type: none"> As often as they are reported 	<ul style="list-style-type: none"> Finance, corporate performance team 	<ul style="list-style-type: none"> We would expect to publish performance information in relation to the performance of the Partner
Property Services	The location of public land and building assets and key attribute information that is normally recorded on asset registers	<ul style="list-style-type: none"> Asset register as audited. 	<ul style="list-style-type: none"> Annually, alongside presentation and approval of the audited Statement of Accounts. 	<ul style="list-style-type: none"> Property Services and Finance 	<ul style="list-style-type: none"> We would not expect the Partner to disclose their own property information

Purpose of data	What data is expected	Guidelines for officers	Frequency of data release	Accountable for Data	Expectation for Partners
Corporate Governance	Data of democratic running of the local authority including the constitution, election results, committee minutes, decision - making processes and records of decisions. councillor allowances and expenses.	<ul style="list-style-type: none"> No further guidance 	<ul style="list-style-type: none"> In line with meeting schedules and statutory deadlines Alongside presentation of draft Statement of Accounts 	<ul style="list-style-type: none"> Corporate Governance 	<ul style="list-style-type: none"> We would expect meeting minutes between the Partners and the Council to be available to the public