

THE LANARKSHIRE PRIMARY CARE NATIONAL HEALTH SERVICE TRUST

and

STONEHOUSE HOSPITALS LIMITED

SCHEDULE

TO THE

PROJECT AGREEMENT

for the development of the site of the

Stonehouse Hospital and provision of services

PART 1 OF THE SCHEDULE: DEFINITIONS

**SECTION 1 OF PART 2 OF THE SCHEDULE: COMPLETION DOCUMENTS - DOCUMENTS TO
BE DELIVERED BY PROJECT CO**

Project Co shall deliver the following documents:

1. Certified copies of the Initial Funding Agreements and certification from Project Co that (1) the Initial Funding Agreements have become unconditional (other than any condition relating to the conditionality of this Agreement) and (2) that all conditions to the availability of funds to Project Co under the Initial Funding Agreements (other than any condition relating to the conditionality of this Agreement) have been satisfied or waived, accompanied by evidence of the same.
2. Certified copies of the Construction Contract and the Service Contracts, executed by the parties to such agreements.
3. The Lenders Direct Agreement, the Collateral Agreements and the brokers letters of undertaking relating to the Insurances referred to below in the Agreed Form, executed by the parties to such agreements (other than the Trust).
4. Subject as aftermentioned, extracts from the minutes of the meeting of the board of directors (certified as true and accurate by the Secretary or a Director of the relevant company) and of each of the parties to the documents listed in this Section 1 of Part 2 of the Schedule, at which resolutions were passed approving the execution, delivery and performance of each relevant document to which such person is expressed to be a party and in each case authorising a named person or persons to execute and deliver each such document and any other documents to be delivered by it pursuant to it. Provided, however, that no such extract board minutes shall be provided in relation to the execution of documents by the Funders. Alternative evidence of signing or delegated signing authority shall be provided in relation to the Funder.
5. Evidence of the share subscriptions required under the Shareholders Agreements and other shareholder funding commitments having been made by the Shareholders in Project Co.
6. Project Co's Certificate of Incorporation.
7. The Memorandum and Articles of Association of Project Co.

8. Evidence of the insurances required in accordance with Clause 36 (*Insurances*) having been taken out by Project Co and that the policies comply with the requirements of this Agreement.
9. Two copies of the Financial Model audited by Quayle Munro Limited a company incorporated under the Companies Acts (Registered number SC081648) and having its registered office at 8 Charlotte Square, Edinburgh and a computer disk copy.
10. Evidence that an election has been made for Project Co to act as "client" for the Project for the purposes of the CDM Regulations.
11. Evidence that the Insurance Proceeds Account has been opened.
12. This Agreement duly executed by Project Co.

SECTION 2 OF PART 2 OF THE SCHEDULE: DOCUMENTS TO BE DELIVERED BY THE TRUST

The Trust shall deliver to Project Co the following documents:

1. The Collateral Agreements and this Agreement, duly executed by the Trust.
2. A certified copy of the board resolution of the Trust approving the execution of the documents referred to in paragraph 1 above and in each case authorising a named person to execute and deliver each such document and any documents to be delivered by it pursuant thereto.
3. A certificate issued pursuant to the National Health Service (Private Finance) Act 1997.

PART 3 OF THE SCHEDULE: NOT USED

Not used.

PART 4 OF THE SCHEDULE: KEY WORKS PERSONNEL

The following are the Key Works Personnel referred to in Clause 11.9 (Representative of Project Co):

Name	Job Title
Eddie Robertson	Contract Manager
Peter Milne	Quantity Surveyor
T. Scott	Project Manager

PART 5 OF THE SCHEDULE: NOT USED

PART 6 OF THE SCHEDULE: LENDERS DIRECT AGREEMENT

PART 7 OF THE SCHEDULE: LAND MATTERS

SECTION 1 OF PART 8 OF THE SCHEDULE: NOT USED

SECTION 2 OF PART 8 OF THE SCHEDULE: SAFETY DURING CONSTRUCTION

1. In this Section 2 of Part 8 of Schedule and wherever used elsewhere in this Agreement:
 - (a) "CDM Regulations" means the Construction (Design and Management) Regulations 1994 (and "CDM Regulation" shall be construed accordingly); and
 - (b) "the client", and "the Executive" shall have the same meanings as are ascribed to them in the CDM Regulations.
2. In so far as not already done, within five (5) Business Days of the date of execution of this Agreement, Project Co shall make and serve on the Executive a declaration pursuant to and in the form (if any) required by CDM Regulation 4 that Project Co will act as the client in relation to the Works for all the purposes of the CDM Regulations. Project Co shall forthwith send a copy of the declaration to the Trust's Representative and upon receipt of notice from the Executive that it has received the declaration Project Co shall send a copy of such notice to the Trust's Representative. During the Project Term, Project Co shall not, and shall not seek to, withdraw, terminate or in any manner derogate from its declaration that it will act as, and its acceptance of its responsibilities as, the client in relation to the Works for all the purposes of the CDM Regulations. During the Project Term Project Co will, as and when required, serve upon the Executive such further declarations under CDM Regulation 4 as may be necessary in order to procure that in respect of the Works and the provision of the Services Project Co will act as the client for all the purposes of the CDM Regulations.
3. Project Co warrants that it has the competence, resources and capacity to, and shall, observe, perform and discharge or shall procure the observance, performance and discharge of:
 - (a) all the obligations, requirements and duties of the client arising under the CDM Regulations in connection with the Works and, where necessary, the provision of the Services; and
 - (b) any obligations incumbent on the client under any Code of Practice for the time being approved by the Health and Safety Commission pursuant to the Health and Safety at Work etc. Act 1974 issued in connection with the CDM Regulations.

4. Project Co shall issue to the Trust's Representative within five (5) Business Days of its delivery to Project Co, one electronic copy (on computer disk, tape or other format) of each and every health and safety file to be prepared by it pursuant to the CDM Regulations in relation to the Works and the Services and electronic or paper copies of every amendment or update made to such file during the Project Term.

SECTION 3 OF PART 8 OF THE SCHEDULE: TRUST'S CONSTRUCTION REQUIREMENTS

This Section 3 of Part 8 of the Schedule comprises:

- Trust Construction Requirements (incorporating the Accommodation Output Requirements)
- General Arrangement Plan - Drawing Number L(20)001 Rev A
- Fire Strategy Plan - Drawing Number L(20)02B
- The Room Data Sheets

SECTION 4 OF PART 8 OF THE SCHEDULE: PROJECT CO PROPOSALS

Project Co Proposals shall comprise:

- Construction Specification
- The drawings set out below

SECTION 5 OF PART 8 OF THE SCHEDULE: REVIEWABLE DESIGN DATA

The following information is Reviewable Design Data:

- 1:500 scaled site development plan;
- 1:200 scaled medical plans, sections and elevations for the whole building, including any courtyards, with room names and areas referenced back to the Schedule of Accommodation;
- Coloured copies of the main elevations at a scale of 1:100;
- Developed Room Data Sheets and Room Layout drawings in plan form only but loaded with equipment at a scale of 1:50 for the following:
 - A single bedroom with attached en-suite facilities;
 - Day room facilities;
 - A treatment room;
 - A clinical/examination room;
- The above developed in conjunction with the services' engineers;
- A 3-D drawing / artist's impression from three separate views;
- Patient / staff / visitor / service vehicular and pedestrian external and internal flow patterns at all significant interfaces;
- Outline specification in an elemental and component form to confirm the proposed construction of the different parts of the development. Proposals of typical external and internal materials;
- Project Co accommodation schedule reflecting gross floor area in the format provided in Section 9 of the ITN documentation;
- Room Technical Data Sheets completed to provide the Trust with information to support the outline services strategy and outline specification for each of the rooms.
- Representation of the overall interior design concept of the building using appropriate and communicable medium, e.g. display boards etc.;
- Confirmation of acoustic treatment to all patient areas, clinical offices, clinical examination rooms and, in particular, to the audiology examination room. In addition, confirmation of acoustic strategy to noise generating areas such as plant rooms and the like;
- Landscape concepts for the whole site and, in particular, for any proposed gardens and courtyards;

- Fire Plan Strategy showing the proposed compartmentalisation of the development, fire escape routes and evacuation procedures, and implications on services, both at floor level and also within the roof voids of the various parts of the building development;
- A design programme to cover production of drawings and clinical sign-off as the design develops;

SECTION 6 OF PART 8 OF THE SCHEDULE: NOT USED

SECTION 7 OF PART 8 OF THE SCHEDULE: QUALITY PLANS (DESIGN AND CONSTRUCTION)

**Dawn Construction Limited ("Dawn")
Quality Plan (Design and Construction)**

General

At present Dawn have a quality management system that is of equivalent standard to BS ISO 9001, however Dawn are currently undertaking a review of our procedures and are integrating a total quality management system including health and safety (OHSAS 18001) and environmental issues (ISO 14004) with a view to being officially registered with the British Standard.

Project Specific

A project specific Quality Plan will be developed to define our policies relative to the following areas.

- Management Responsibility
 - Organisation
 - Management Organisation Chart
 - Management Review
- Quality System
- Contract Review
- Document Control
- Purchasing
- Client Supplied Materials
- Product Identification and Traceability
- Process Control

- Inspection and Testing
- Inspection, Measuring and Test Equipment
- Inspection and Test Status
- Control of Non-Conforming Works
- Corrective Action
- Protection of Materials and Works
- Quality Records
- Internal Quality Audits
- Training
- Statistical Techniques

To maintain Dawn's standard of quality and workmanship Dawn will implement the following.

1. Good management of sub-contractors.
2. Early consideration and completion of design.
3. Involvement of design team and regular inspection by them on site.
4. Use of experienced and competent sub-contractors.
5. Partnered sub-contractors.
6. Experienced and trained site staff.

PART 9 OF THE SCHEDULE: THE PROGRAMME

PART 10 OF THE SCHEDULE: REVIEW PROCEDURE

1. Review Procedure

1.1 The provisions of this Part 10 of the Schedule shall apply whenever any item, document or course of action is required to be reviewed, approved or otherwise processed in accordance with Part 10 of the Schedule (*Review Procedure*).

1.2 Subject to any express provision of this Agreement, the manner, form and timing of any submission to be made by Project Co to the Trust's Representative for review under the Review Procedure shall be a matter for Project Co to determine. Each submission under the Review Procedure shall be accompanied by a copy of the proposed document to be reviewed (including, where applicable, any Reviewable Design Data) or a statement of the proposed course of action (the entire contents of a submission being referred to in the Schedule as a "Submitted Item"). In relation to each Submitted Item, the following procedure shall apply:

- (a) as soon as possible and, if the Submitted Item comprises:
 - (i) an item of Reviewable Design Data;
 - (ii) a revised Programme submitted pursuant to Clause 19 (*Programme and Dates for Completion*);
 - (iii) a document or proposed course of action submitted in the case of an emergency; or
 - (iv) details of a range or selection of aspects of finishes, to the extent that the same have not been agreed at the date of this Agreement,within ten (10) Business Days of the date of receipt of a submission (or re-submission, as the case may be) of the Submitted Item to the Trust's Representative (or such other period as the parties may agree acting reasonably having regard to the nature and extent of the documentation and other information submitted)), the Trust's Representative shall return one copy of the relevant Submitted Item to Project Co endorsed "no comment" or (subject to and in accordance with paragraph 3 (*Grounds for Objection*) "comments" as appropriate; and
- (b) subject to paragraph 1.4, if the Trust's Representative fails to return a copy of any

Submitted Item (including any re-submitted Submitted Item) duly endorsed in accordance with paragraph (a), within ten(10) Business Days (or within such other period as the parties may agree in writing acting reasonably having regard to the nature and extent of the documentation and other information submitted) of the date of its submission to the Trust's Representative, then the Trust's Representative shall be deemed to have returned the Submitted Item to Project Co endorsed "no comment" (and, in the case of Reviewable Design Data, endorsed "Level A - no comment"); and

- 1.3 If the Trust's Representative raises comments on any Submitted Item in accordance with paragraph 3 (*Grounds for Objection*) he shall state the ground upon which such comments are based and the evidence or other information necessary to substantiate that ground. To the extent that the Trust's Representative comments on a Submitted Item other than on the basis set out in this Schedule, or fails to comply with the provisions of this paragraph, Project Co may, in its discretion, either:
- (a) request written clarification of the basis for such comments and, if clarification is not received within ten (10) Business Days of such request by Project Co or such other period agreed between the parties acting reasonably, refer the matter for determination in accordance with Part 26 of the Schedule (*Dispute Resolution Procedure*); or
 - (b) at its own risk, and without prejudice to Clause 17 (*The Design, Construction and Commissioning Process*), proceed with further design or construction disregarding such comments.
- 1.4 In the case of any Submitted Item of the type referred to in paragraph 3(h)(vi) (*Handback Works*), a failure by the Trust's Representative to endorse and return such Submitted Item within the period specified in paragraph 1.2(b) shall be deemed to constitute an objection by the Trust's Representative to such Submitted Item. If the parties fail to agree the form and content of such Submitted Item, within five (5) Business Days following the expiry of the period specified in paragraph 1.2(b), the matter shall be determined in accordance with Part 26 of the Schedule (*Dispute Resolution Procedure*).

2. Further Information

Project Co shall submit any further or other information, data and documents that the Trust's Representative reasonably requires in order to determine whether he has a basis for raising comments or making objections to any Submitted Item in accordance with this Schedule. If Project Co does not submit any such information, data and documents, the Trust's Representative shall be entitled to:

- (a) comment on the Submitted Item on the basis of the information, data and documents which have been provided; or
- (b) object to the Submitted Item on the grounds that insufficient information, data and documents have been provided to enable the Trust's Representative to determine whether he has a legitimate basis for commenting or objecting in accordance with this Schedule.

3. Grounds of Objection

The expression "raise comments" in this paragraph shall be construed to mean "raise comments or make objections" unless the contrary appears from the context. The Trust's Representative may raise comments in relation to any Submitted Item on the grounds set out in paragraph 2 above or on the ground that the Submitted Item would (on the balance of probabilities) breach any Law but otherwise may raise comments in relation to a Submitted Item only as follows:

- (a) in relation to any Submitted Item if:
 - (i) Project Co's ability to perform its obligations under this Agreement would (on the balance of probabilities) be adversely affected by the implementation of the Submitted Item; or
 - (ii) the implementation of the Submitted Item would (on the balance of probabilities) adversely affect any right of the Trust under this Agreement or its ability to enforce any such right;
- (b) in relation to any Submitted Item submitted pursuant to Clause 4.1 (*Changes to Project Documents*) if:
 - (i) the Trust's ability to perform its obligations under the Agreement would be adversely affected by the proposed course of action;

- (ii) the Trust's ability to provide the Clinical Services or to carry out any of its statutory functions would (on the balance of probabilities) be adversely affected by the proposed course of action;
 - (iii) the proposed course of action would be likely to result in an increase to the Trust's liabilities or potential or contingent liabilities under the Agreement;
 - (iv) the proposed course of action would adversely affect any right of the Trust under the Agreement or its ability to enforce any such right; or
 - (v) Project Co's ability to perform its obligations under the Agreement would be materially adversely affected by the proposed course of action;
- (c) in relation to Reviewable Design Data submitted pursuant to Clause 17.5(a) (*Design Construction and Commissioning Process*):
- (i) which does not comprise 1:50 scale Room Layout Drawings the Trust's Representative may raise comments, subject to and in accordance with paragraph 4 (*Effect of Review*) on the ground that the Submitted Item is not in accordance with:
 - (aa) the Trust's Construction Requirements; and/or
 - (bb) Project Co's Proposals;
 - (ii) which comprises a 1:50 scale room layout drawing in respect of which there is a corresponding generic 1:50 scale room layout drawing for the relevant room type (which has previously been reviewed and commented upon by the Trust's Representative in accordance with this Schedule), the Trust's Representative may raise comments, subject to and in accordance with paragraph 4 (*Effect of Review*), on the ground that the Submitted Item does not conform to the generic 1:50 scale room layout drawing; and
 - (iii) which comprises a 1:50 scale room layout drawing in respect of which there is no corresponding generic 1:50 scale room layout drawing for the relevant room type (which has previously been reviewed and commented upon by the Trust's Representative in accordance with this Schedule), the Trust's Representative may raise comments, subject to and in accordance with paragraph 4 (*Effect of Review*), on the grounds that the Submitted Item:
 - (aa) is not in accordance with the Trust's Construction Requirements

- and/or Project Co's Proposals; or
- (bb) is inconsistent with the guidance contained in any current NHS Requirement which is applicable to a room of that function provided that such guidance has not been superseded by and is not inconsistent with any other provisions of the Trust's Construction Requirements (including any existing Approved RDD Item);
- (d) in relation to any Finish:
- (i) which have the effect of making a selection from the Range of Finishes (or any alternative range or selection of Finishes submitted by Project Co to the Trust's Representative) pursuant to Clause 17.6(a) (*Design Construction and Commissioning Process*); or
- (ii) where the Submitted Item does not comply with the relevant provisions of the Trust's Construction Requirements and/or Project Co's Proposals;
- (e) in relation to the submission of any revised Programme pursuant to Clause 19 (*Programme and Dates for Completion*) on the ground that the revised Programme would not (on the balance of probabilities) enable the Works to be completed by the Completion Date;
- (f) in relation to the submission of any Quality Plan or part of a Quality Plan or any changes to any Quality Plan pursuant to Clause 25.4 or Clause 25.7 (*Quality Assurance*) or any quality manual or procedure in accordance with Clause 25.10 (*Quality Assurance*), on the grounds that such Quality Plans, or parts of or changes to such Quality Plans, quality manuals or procedures, or the quality management systems which they reflect, would not comply with:
- (i) in the case of the Design Quality Plan and the Construction Quality Plan referred to in Clause 25 (*Quality Assurance*), the requirements referred to in Section 9 of Part 8 of the Schedule (*Construction Matters*); and
- (ii) in the case of the Services Quality Plan referred to in Clause 25 (*Quality Assurance*), the requirements referred to in Section 3 of Part 14 of the Schedule (*Service Requirements*);
- (g) in relation to the submission of any proposed revision or substitution for the Method Statements or any part of any Method Statement (as the case may be) pursuant to

Clause 27.3 (*Project Co Services Changes*), on the grounds that:

- (i) the proposed revision or substitution is not in accordance with Good Industry Practice;
- (ii) the performance of the Service in accordance with the proposed revision or substitution would (on the balance of probabilities):
 - (aa) be materially different from the performance of the Service in accordance with the Method Statement prior to such proposed revision or substitution; or
 - (bb) be less likely to achieve compliance with the Output Requirement for that Service; or
 - (cc) have an adverse effect on the provision by the Trust of the Clinical Services or on the safety of any users of the Facilities; or
- (iii) the proposed revision or substitution would (on the balance of probabilities) result in an inferior standard of performance of the relevant Service to the standard of performance in accordance with the Method Statement prior to such proposed revision or substitution; and
- (h) in relation to the submission of any Schedule of Programmed Maintenance, any revision to any Schedule of Programmed Maintenance pursuant to Clause 28.1 or 28.6 (*Maintenance*) or any submission of Unprogrammed Maintenance Works pursuant to Clause 28.8 (*Maintenance*), on the grounds that:
 - (i) carrying out the Programmed Maintenance or the Unprogrammed Maintenance Works in the period or at the times suggested would (on the balance of probabilities) interfere with the operations of the Trust and such interference could be avoided or mitigated by Project Co rescheduling the Programmed Maintenance or the Unprogrammed Maintenance Works; or
 - (ii) in relation to the Schedule of Programmed Maintenance, the proposed hours for carrying out the Programmed Maintenance are not consistent with the principles set out in Appendix 2, Table B to this Schedule; or
 - (iii) the proposed method of performance of the Programmed Maintenance or the Unprogrammed Maintenance Works would not be in accordance with the Output Requirements for that Service; or

- (iv) the safety of patients or other users of the Facilities would (on the balance of probabilities) be adversely affected; or
- (v) the period for carrying out the Programmed Maintenance or the Unprogrammed Maintenance Works would (on the balance of probabilities) exceed the period reasonably required for the relevant works; and
- (vi) in relation to the submission of Project Co's proposals for the Handback Works, the Handback Programme and the Handback Amount, on the grounds that:
 - (i) in the case of the Handback Works, Project Co's proposals will not (on the balance of probabilities) ensure that the Handback Requirements are achieved by the Expiry Date;
 - (ii) in the case of the Handback Programme, performance of the Handback Works in accordance with the programme is not (on the balance of probabilities) capable of achieving satisfaction of the Handback Requirements by the Expiry Date; and
 - (iii) in the case of the Handback Amount, it does not represent the cost of carrying out the Handback Works according to the Handback Programme and the provisions of Part 24 of the Schedule (*Handback Procedure*).

4. Effect of Review

- 4.1 Any Submitted Item which is returned or deemed to have been returned by the Trust's Representative endorsed "no comment" (and in the case of Reviewable Design Data, endorsed "Level A - no comment") shall be complied with or implemented (as the case may be) by Project Co.
- 4.2 In the case of any Submitted Item other than Reviewable Design Data, if the Trust's Representative returns the Submitted Item to Project Co endorsed "comments", Project Co shall comply with such Submitted Item after amendment in accordance with the comments unless Project Co disputes that any such comment is on grounds permitted by this Agreement, in which case Project Co or the Trust's Representative may refer the matter for determination in accordance with Part 26 of the Schedule (*Dispute Resolution Procedure*) and

Project Co shall not act on the Submitted Item until such matter is so determined or otherwise agreed.

4.3 In the case of a Submitted Item comprising Reviewable Design Data, if the Trust's Representative returns the Submitted Item endorsed other than "Level A - no comment", Project Co shall:

(a) where the Trust's Representative has endorsed the Submitted Item "Level B - proceed subject to amendment as noted", either proceed to construct or proceed to the next level of design of the part of the Works to which the Submitted Item relates but take into account any amendments required by the Trust's Representative in his comments;

(b) where the Trust's Representative has endorsed the Submitted Item "Level C - subject to amendment as noted" not act upon the Submitted Item, amend the Submitted Item in accordance with the Trust's Representative's comments and re-submit the same to the Trust's Representative in accordance with paragraph 4.4; and

(c) where the Trust's Representative has endorsed the Submitted Item "Level D - rejected" not act upon the Submitted Item, amend the Submitted Item and re-submit the Submitted Item to the Trust's Representative in accordance with paragraph 4.4,

unless Project Co disputes that any such comment or proposed amendment is on grounds permitted by this Agreement, in which case Project Co or the Trust's Representative may refer the matter for determination in accordance with Part 26 of the Schedule (*Dispute Resolution Procedure*) and Project Co shall not act on the Submitted Item until such matter is so determined or otherwise agreed.

4.4 Within twenty (20) Business Days of receiving the comments of the Trust's Representative on any Submitted Item comprising Reviewable Design Data, Project Co shall (except in the case contemplated in paragraph 4.3(a) [*Level B*]) send a copy of the Submitted Item as amended to the Trust's Representative pursuant to paragraph 4.3 and the provisions of paragraphs 1.2(a) (*Response to Submitted Item*), 4.1 and 4.3 shall apply (changed according to context) to such re-submission.

4.5 The return or deemed return of any Submitted Item endorsed "no comment" (or in the case of Reviewable Design Data endorsed "Level A - no comment" or otherwise endorsed in accordance with paragraph 4.3(a) *Level B* or (b) *Level C*) shall mean that the relevant

Submitted Item may be used or implemented for the purposes for which it is intended but, save to the extent expressly stated in this Agreement including, without limitation, as specified in Appendix 1 Table A to this Schedule, such return or deemed return of any Submitted Item shall not otherwise relieve Project Co of its obligations under this Agreement nor is it an acknowledgement by the Trust that Project Co has complied with such obligations.

5. Documentation Management

- 5.1 Project Co shall issue two (2) copies of all Submitted Items to the Trust and compile and maintain a register of the date and contents of the submission of all Submitted Items.
- 5.2 Project Co shall compile and maintain a register of the date of receipt and content of all Submitted Items that are returned or deemed to be returned by the Trust's Representative.
- 5.3 Save to the extent set out in Appendix A to this Schedule or elsewhere in this Schedule, no review, comment or approval by the Trust shall operate to exclude or limit Project Co's obligations or liabilities under the Agreement (or the Trust's rights under the Agreement).

6. Variations

- 6.1 No approval or comment or any failure to give or make an approval or comment under this Schedule shall constitute a Variation save to the extent provided in this Schedule.
- 6.2 If, having received comments from the Trust's Representative, Project Co considers that compliance with those comments would amount to a Variation, Project Co shall, before complying with the comments, notify the Trust of the same and, if it is agreed by the parties or determined pursuant to Part 26 of the Schedule (*Dispute Resolution Procedure*) that a Variation would arise if the comments were complied with, the Trust may, if it wishes, implement the Variation and it shall be dealt with in accordance with Part 22 of the Schedule (*Variation Procedure*). Any failure by Project Co to notify the Trust that it considers compliance with any comments of the Trust's Representative would amount to a Variation shall constitute an irrevocable acceptance by Project Co that any compliance with the Trust's comments shall be without cost to the Trust and without any extension of time.
- 6.3 No alteration or modification to the design, quality and quantity of the Works arising from the development of detailed design or from the co-ordination of the design shall be construed or regarded as a Variation.

APPENDIX 1

Table A

Approved RDD Item (by category)	Scale	Meaning of "Level A - no comment" and "Level B – proceed subject to amendment as noted" endorsement of Reviewable Design Data under Part 10 of the Schedule (<i>Review Procedure</i>) (including both the actual and deemed endorsement).
Room Data Sheets	n/a	A "Level A - no comment" endorsement or a "Level B - proceed subject to amendment as noted" endorsement of any room data sheet means that Project Co may proceed to construct in accordance with the Submitted Item and that the Trust is satisfied that the design and other information in the relevant room data sheet satisfies Clinical Functionality.
Drawings - Development Control Plan	1:1250	A "Level A - no comment" endorsement or a "Level B - proceed subject to amendment as noted" endorsement of any 1:1250 scale development control plan means that Project Co may proceed to construct in accordance with the Submitted Item and that the Trust is satisfied that the design and other information contained in the relevant drawing satisfies Clinical Functionality.

<p>Drawings - Site Plan</p>	<p>1:500</p>	<p>A "Level A - no comment" endorsement or a "Level B - proceed subject to amendment as noted" endorsement of any 1:500 scale site plan means that Project Co may proceed to construct in accordance with the Submitted Item and that the Trust is satisfied that the design and other information contained in the relevant drawing satisfies Clinical Functionality.</p>
<p>Drawings - Floor Plans</p>	<p>1:200</p>	<p>A "Level A - no comment" endorsement or a "Level B - proceed subject to amendment as noted" endorsement of any 1:200 scale floor plan means that Project Co may proceed to construct in accordance with the Submitted Item and that the Trust is satisfied that the design and other information contained in the relevant drawing satisfies the Clinical Functionality.</p>
<p>Drawings - Room Layouts (including room elevations) & Reflected ceiling plans</p>	<p>1:50</p>	<p>A "Level A - no comment" endorsement or a "Level B - proceed subject to amendment as noted" endorsement of any 1:50 scale room layout and/or reflected ceiling drawing means that Project Co may proceed to construct in accordance with the Submitted Item and that the Trust is satisfied (to the extent of the design and other information contained in the relevant drawing) that the design and other information in the relevant drawing satisfies Clinical Functionality.</p>

Drawings - Departmental plans	1:50	A "Level A - no comment" endorsement or a "Level B – proceed subject to amendment as noted" endorsement of any 1:50 scale departmental plan means that Project Co may proceed to construct in accordance with the Submitted Item and that the Trust is satisfied (to the extent of the design and other information contained in the relevant drawing) that the design and other information in the relevant drawing satisfies Clinical Functionality.
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APPENDIX 2

Normal Working Hours

1. Subject to paragraphs 3 to 5 below, Project Co shall carry out Programmed Maintenance at the Facilities during the hours of 8:00 am to 6:00 pm from Monday to Friday ("Normal Working Hours").
2. Project Co may, with the consent of the Trust (which consent shall not be unreasonably withheld) carry out Maintenance Works outside the Normal Working Hours provided always that it shall take into account:
 - (i) the likely disturbance to the Trust, its staff and patients within the immediate area where the Maintenance Works are to be undertaken;
 - (ii) the likely disturbance to adjacent areas, the Trust, its staff and patients in those adjacent areas that may be affected by the Maintenance Works to be undertaken in the area(s) identified in (i) above; and
 - (iii) compliance with the Law.
3. Subject to paragraph 4, Project Co shall have access to the Facilities during times to be agreed with the Trust (acting reasonably) to carry out Programmed Maintenance.
4. Where Project Co requires access to an area of the Facilities during the Hours of Operation, Project Co will consult with and obtain the consent of the member of personnel in charge of a department ("Head of Department") concerning dates, times and periods during which Programmed Maintenance is to be undertaken in those departments so as to minimise disruption to those departments.
5. The Trust may request Project Co to carry out Programmed Maintenance outside the Trust's Normal Working Hours in the event that the carrying out of such Programmed Maintenance during Normal Working Hours would adversely affect the clinical and operational function of the department or area.

PART 11 OF THE SCHEDULE: COLLATERAL AGREEMENTS

PART 12 OF THE SCHEDULE: OUTLINE COMMISSIONING PROGRAMME

PART 13 OF THE SCHEDULE: EQUIPMENT

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
ROOM	DESCRIPTION	QTY	GROUP
		RQD	

AREA A: WARD

CATEGORY A1

Single Bedroom	Fittings for Curtains and Blinds and Vision Panels (per window)	1	1
	Bed Head Lights with provision for reading and night time observation	1	1
	Hook at top of bed	1	1
	IT connection at bed head (double RJ45)	1	1
	Coat Hooks on doors	1	1
	Electrical Sockets :-		
	Cleaning Equipment	1	1
	Bed Head – double	2	1
	Bed Head - double - low level	1	1
	Television - double – high level	1	1
	Signage/Room Number/Patient Identifier	1	1
	Wall mounting for tv (Bracket and socket for TV)	1	1
	Nurse Call System - voice activated	1	1
	Board Pin	1	1
	Wardrobes - with two doors approximately 1200 wide with 1200 full width high level shelf, 1200 hanging rail 50% full height with shoe space below	1	1

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
ROOM	DESCRIPTION	QTY RQD	GROUP

and 50% half height with three drawer unit below (1 drawer lockable using suited

locks with master key)

Shelf 600 x 200 mm 1 1

Clock with large face 1 2

Pictures with Non Reflective Glass 1 2

Blinds (per window) 1 3

Curtains (per window) 1 3

Slip Sheets/ pouches 1 3

Armchair - with wheels and brakes 1 3

Beds with mattresses 1 3

Cabinets Bedside 1 3

Tables Overbed 1 3

Visitor's Chair 1 3

Basins (side hole for hanging) 1 4

Duvets (Gortex)/Covers/Pillows 1 4

Full length mirror 1 2

Small pin board above bed 1 1

Ceiling hook 1 1

Vision Panel (per door) 1

Wall mounted bins 2 2

Waste Bins – free standing 2 3

En Suite Bathrooms WC 1 1

per room Grab Rails (number dependant on location of toilets) 1 1

Clinical wash hand basin, 600 x 500, lever action wall mounted taps 1 1

Shower (level access) 1 1

Protective hinged waist height screen for assisted showering 1 1

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
ROOM	DESCRIPTION	QTY RQD	GROUP
	Shower Grab Rails (combination of fixed and retractable)	2	1
	Shower Rail	1	1
	Shaver Socket	1	1
	Signage - Occupied/Engaged	1	1
	Nurse call system/pull cord	1	1
	Soap Holder	1	1
	Coat Hooks	1	1
	Shelf over sink	1	1
	Enclosed Shelf Unit for continence products	1	1
	Mirrors (wheel chair height)	1	2
	Wall Mounted Hand Soap Dispenser	1	2
	Wall Mounted Paper Hand Towel Dispenser	1	2
	Wall Mounted Toilet Roll Holders	1	2
	Wall Mounted Towel Rails	2	2
	Wall Mounted Glove Dispenser	1	2
	Wall Mounted Apron Dispenser	1	2
	Chairs Shower (total of 10 throughout)	1	3
	Waste Bin Clinical Waste	1	3
	Waste Bin Domestic	1	3
	Shower Rail	1	1
Double Bedroom	Screen track beds plus screens	1	1
	Visitor Chair	1	3
	Small pin board above bed	2	1
	Ceiling hook	2	1
	Vision Panel (per door)	1	
	Wardrobe increased to 3 door 1200mm	1	1

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
ROOM	DESCRIPTION	QTY RQD	GROUP

	Wall mounted bin	1	2
	Waste Bin - free standing	1	3

CATEGORY A2

Day/Dining Room	Fittings for Curtains and Blinds and Vision Panels (per window)	1	
(01/02)	Loop System for TV and Music Centre	1	1
	Nurse Call System – manually activated	1	1
	Electrical Sockets (subject to sub division) - doubles	6	1
	Board Pin	1	1
	Signage	1	1
	Clock with large face	2	2
	Mirrors	2	2
	Pictures with Non Reflective Glass	4	2
	Arm Chairs	20	3
	Ashtrays - Floor Mounted	2	3
	Coffee Tables	6	3
	Blinds (per window)	1	3
	Curtains (per window)	1	3
	Lamps Table	6	3
	Music Centre	2	3
	Side Board/Bookcase/Video Storage Unit	1	3
	Television with stand	1	3
	Waste Paper Bin	4	3
	Double Socket	1	1
	Ceiling hook	1	1
	Telephone outlet	1	1
	Mirror	1	2

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
ROOM	DESCRIPTION	QTY RQD	GROUP

Dining Room	Fittings for Curtains and Blinds and Vision Panels (per window)	1	1
	Signage – Door	1	1
	Electrical Sockets (double)	3	1
	Board Pin	1	1
	Nurse Call System	1	1
	Clock with large face	2	2
	Pictures with Non Reflective Glass	6	2
	Display Unit - fixed to wall	1	2
	Blinds (per window)	1	3
	Curtains (per window)	1	3
	Chairs - small with arms/vinyl	20	3
	Tables (pine finish)	7	3
	Waste Bin Domestic – large	1	3
Day Room	Nurse call system	1	1
(03)	Low level double sockets	3	1
	TV Outlet	1	1
	Small mirror	1	2
	Clock	1	2
	Picture	1	2
	Waste Basket	1	3
Day Room	Nurse call system	1	1
(04)	Low level double sockets	3	1
	Small mirror	1	2
	Clock	1	2

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
ROOM	DESCRIPTION	QTY	GROUP
		RQD	

	Picture	1	2
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	Waste Basket	1	3
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Day Room	Nurse Call System	1	1
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(05)	Low level double socket	4	1
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	Small mirror	1	2
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	Clock	1	2
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	Picture	1	2
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	Waste Basket	1	3
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Day Room	Nurse Call System	1	1
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(06)	Low level double sockets	3	1
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	TV Outlet	1	1
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	Small mirror	1	2
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	Clock	1	2
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	Picture	1	2
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	Waste Basket	1	3
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CATEGORY A3

Assisted Bathrooms	Coat Hooks	1	1
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	High - Low Baths	1	1
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	Grab Rails (dependant on location of toilet)	1	1
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	Clinical wash hand basin, 600 x 500, lever action wall mounted taps	1	1
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	Shelf above basin	1	1
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	Towel Rail	1	1
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	High Level Shelf for towels	1	1
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	Shaver Socket	1	1
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<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
ROOM	DESCRIPTION	QTY RQD	GROUP

	Mirror above Basin	1	1
	Signage – Door	1	1
	Nurse Call System/pull cord	1	1
	WC	1	1
	Wall Mounted Hand Soap Dispenser	1	2
	Wall Mounted Paper Hand Towel Dispenser	1	2
	Wall Mounted Antiseptic Soap Dispenser	1	2
	Waste Bin Clinical	1	3
	Waste Bin Domestic	1	3
	Toilet roll holder	1	2
	Pictures	as required	2
	Wall mounted bin	1	2
	Waste bin – free standing	1	3

CATEGORY A4

Assisted Showers	Clinical wash hand basin, 600 x 500, lever action wall mounted taps	1	1
	Shower - level access	1	1
	Protective hinged waist height screen for assisted showering	1	1
	Shower Grab Rails (combination fixed and retractable)	2	1
	Shower Rail	1	1
	Wall Mounted Soap Holder	1	1
	Coat Hooks	1	1
	Small Bench Seating	1	1
	Signage	1	1
	Shelf Unit - fixed length dependant on design	1	1
	Nurse Call system/pull cord	1	1
	Protective hinged waist height screen for assisted showering	1	1

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
ROOM	DESCRIPTION	QTY RQD	GROUP

	Wall Mounted Hand Soap Dispenser	1	2
	Wall Mounted Paper Hand Towel Dispenser	1	2
	Waste Bin Clinical	1	3
	Waste Bin Domestic	1	3
	Alenti Shower Trolley	1	3
	Karendo Shower Chair	1	3
	Shelf	1	1
	Pictures	as required	2
	Wheelchair height mirror	1	2
	Wall mounted bin	1	2
	Shelf Unit	1	1
	Waste bin – free standing	1	3

CATEGORY A5

Assisted WC's	WC (suitable for wheel chair access - suitable for assistance from both sides)	1	1
	Hand rinse basin, 400x 300, pillar taps	1	1
	Shelf above the basin	1	1
	Shelf for incontinence products	1	1
	Grab Rails	1	1
	Signage – Door	1	1
	Nurse Call System/pull cord	1	1
	Wall Mounted Hand Soap Dispenser	1	2
	Wall Mounted Paper Hand Towel Dispenser	1	2
	Wall Mounted Toilet Roll Dispenser	1	2
	Waste Bin Domestic	1	3
	Waste Bin Clinical	1	3
	Coat hook	1	1
	Integrated air freshener	1	1

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
ROOM	DESCRIPTION	QTY RQD	GROUP

	Colostomy shelf	1	1
	Wall mounted bin	1	2
	Waste bin – free standing	1	3

CATEGORY A6

Snoezelen Therapy

Room	Vanity Basin, set in worktop, lever action mixer taps	1	1
	Base Units - single with locks	1	1
	Fittings for Curtains and Blinds and Vision Panels (per window)	1	1
	Electrical Sockets (double)	4	1
	Single Switch Panel to control all electrical equipment	1	1
	Ceiling Hooks	8	1
	Nurse Call System	1	1
	Electrical Sockets (1 at High Level for Projector)	1	1
	Signage	1	1
	Wall Mounted Electrical Light Control Panel	1	1
	High Shelf for projector socket	1	1
	Fire works display (wall mounted)	1	2
	Mirror Ball/ceiling mounted	1	2
	Wind Chimes	1	2
	Wall Mounted Hand Soap Dispenser	1	2
	Wall Mounted Paper Hand Towel Dispenser	1	2
	Blinds (per window)	1	3
	Chairs Easy	2	3
	Couch two seater	1	3
	Fibre Optic Display	1	3
	Waste Paper Bin	1	3

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
ROOM	DESCRIPTION	QTY	GROUP
		RQD	

	Black out blinds (per window)	1	3
	Single switch panel	1	1
	Ceiling hooks	3	1
	Vision panel in door (per door)	1	

CATEGORY A7

Ward Office	Fitting for Blinds (per window)	1	1
	Electrical Sockets (double)	3	1
	IT Outlets	1	1
	Telephone Sockets	1	1
	Signage	1	1
	Blinds (per window)	1	3
	Clock with large face	1	2
	Chair Operators	1	3
	Chair Side	1	3
	Filing Cabinets	2	3
	Computer	1	3
	Printer	1	3
	Waste Paper Bin	1	3
	Workstation with Pedestal	1	3
	Wall mounted safe	1	2

CATEGORY A8

Disposal/Sluice	Bedpan Disposal Unit	1	1
	Electrical Sockets (double)	1	1
	Sink Stainless Steel with drainer complete with base unit	1	1
	Base Units	2	1

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
ROOM	DESCRIPTION	QTY	GROUP
		RQD	

	Work Tops (length dependant on design)	1	1
	Board White	1	1
	Plinths for storage (Slatted Hardwood for Storage of Dry Goods/length dependant on design)	1	1
	Shelving - fixed (length dependant on design)	1	1
	Signage	1	1
	Clinical wash hand basin, 600x 500, lever action wall mounted taps	1	1
	Wall Mounted Cupboards for Urine Testing Equipment	1	1
	Wall Mounted Apron Dispenser	1	2
	Wall Mounted Hand Soap Dispenser	1	2
	Wall Mounted Paper Towel Dispenser	1	2
	Wall Mounted Racks for Storage of Bedpans/Urinals	1	2
	Wall Mounted Glove Dispenser	1	2
	Commodes	2	3
	Trolley Linen	8	3
	Waste Bin Clinical	1	3
	Waste Bin Domestic	1	3
	Linen buggies	2	3
	Linen trolleys	8	3

CATEGORY A9

Preparation Room	Board White	1	1
	Clinical wash hand basin, 600 x 500, lever action wall mounted taps	1	1
	Stainless Steel Sink with drawer and base unit	1	1
	Controlled Drug Cupboard - (hard wired) complete with cabinet within drug cupboard	1	1
	Drug Cupboard - double	3	1

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
ROOM	DESCRIPTION	QTY RQD	GROUP
	Electrical Sockets (double)	2	1
	Signage	1	1
	Storage unit for CSSD (to be enclosed with a shelf)	1	1
	Wall and Base Units Cupboards with locks to standard HTM63 complete with shelves and worktops dependant on design Height of worktop suitable for storing trolleys (620 x 470 x 890mm)	5	1
	Wall mounted catheter rack - enclosed)	1	1
	Brackets for Sharp Containers	1	1
	Wall Mounted Antiseptic Dispenser	1	2
	Wall Mounted Apron Dispenser	1	2
	Wall Mounted Glove Dispenser	1	2
	Wall Mounted Hand Soap Dispenser	1	2
	Wall Mounted Paper Hand Towel Dispenser	1	2
	Drug Fridge - large for underneath workbench with lock	1	2
	Drug Trolley - complete with wall security bracket	2	2
	Louvre Panel with 8 small, 8 medium, 8 large boxes	1	2
	Dressing trolleys stainless steel - mild steel 24" complete brackets for sharps, to be fitted under worktops	2	3
	Waste Bin Clinical – large	1	3
	Waste Bin Domestic – large	1	3
	Door (1000mm)	1	1
CATEGORY A10			
Linen Store	Electrical Socket (double)	1	1
(01)	Perimeter Shelving 2 walls (slatted 4 rows)	1	1
	Hanging Rails 1 wall with slatted shelving above (2 rows)	1	1
	Signage	1	1

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
ROOM	DESCRIPTION	QTY	GROUP
		RQD	

	Trolley	1	3
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	Linen Cages	4	3
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Linen Store	Electrical Socket (double)	1	1
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(02)	Perimeter Shelving (slatted 4 rows)	1	1
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	Hanging Rails 1 wall with slatted shelving above (2 rows)	1	1
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	Signage	1	1
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	Trolley	1	3
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CATEGORY A11

Nurse Station	Electrical Sockets (double)	6	1
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	IT Sockets (double RJ45)	1	1
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	Wash hand basin, 500 x 400, pillar taps	1	1
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	Fixed Counter Base (to accommodate 4 staff complete with storage and shelf at		
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	high level	1	1
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	Nurse Patient Call central control panel	1	1
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	Board Pin	1	1
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	Board White	1	1
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	Wall Mounted Hand Soap Dispenser	1	2
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	Wall Mounted Paper Hand Towel Dispenser	1	2
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	Clock with large face	1	2
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	Chair Operators	4	3
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	Computer	1	3
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	Printer	1	3
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	Waste Paper Bin	1	3
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	Case Note Trolley	4	3
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	Defibrillator	1	3
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<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
ROOM	DESCRIPTION	QTY RQD	GROUP
	Portable Suction	1	3
	Resuscitation Equipment (floor space 2mtr squared)	1	3
	Waste Bin Domestic	1	3
	IT sockets	1	1
	Telephone sockets	2	1
	Shelves	3	1
	Wash hand basin	1	1
	Towel dispenser	1	2
	Soap dispenser	1	2
	Case file trolley	1	3
	Sack holder	1	3
CATEGORY A12	Electrical Sockets (double)	2	1
Satellite base	Telephone Socket	1	1
	Worktop Fixed Counter Base	1	1
	Board Pin	1	1
	Board White	1	1
	Clock with large face	1	2
	Waste Paper Bin	1	3
	Waste Bin Domestic	1	3
	IT outlet	1	1
	Operators chair	2	3
	Sack holder	1	3
	White board	1	1
CATEGORY A13			
Ward Pantry	Shelving (length dependant on design)	1	1

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
ROOM	DESCRIPTION	QTY RQD	GROUP
	Signage	1	1
	Electrical Sockets (double)	3	1
	Wash hand basin, 500 x 400, pillar taps complete with base storage unit	1	1
	Stainless Steel Sink	1	1
	Wall and Base Units Cupboards complete with shelves and worktops (dependant on design)	1	1
	Wall Mounted Hand Soap Dispenser	1	2
	Wall Mounted Paper Hand Towel Dispenser	1	2
	Kettle	1	3
	Toaster	1	3
	Microwave	1	3
	Refrigerator	2	3
	Waste Bin Domestic	1	3
	Larder units (600x600x1800mm)	3	1
	Fridge freezer	1	3
	Extra dishwasher	1	1
CATEGORY A14			
DSR	Sluice Hopper	1	1
	Sink Stainless Steel with Wall Mounted Bib Taps	1	1
	Wash hand basin, 500 x 400, pillar taps	1	1
	Basin Wall Units – Lockable	1	1
	Electrical Sockets (double)	1	1
	Peg Hooks	8	1
	Signage	1	1
	Board Pin	1	1
	High Level Shelving for Storage (dependant on design)	1	1

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
ROOM	DESCRIPTION	QTY RQD	GROUP

	Key Lock on Door	1	1
	Wall Mounted Hand Soap Dispenser	1	2
	Wall Mounted Paper Hand Towel Dispenser	1	2
	Washing Machine (industrial)	1	2
	Buckets	6	3
	Carpet Shampooer with tools	1	3
	Cylinder Vacuum Cleaner	3	3
	Drive Disk for above	3	3
	Mops	6	3
	Scrubber/Polisher	2	3
	Tools for above	1	3
	Upright Vacuum Cleaner	2	3
	Wet Pick Up	1	3
	Waste Bin Domestic	1	3
	Triple mop holder	1	1
	Peg hooks	8	1

CATEGORY A15

Staff Toilets	Signage	1	1
	WC's	2	1
	Hand rinse basin, 400 x 300, pillar taps	2	1
	Mirror	2	2
	Wall Mounted Hand Soap Dispenser	1	2
	Wall Mounted Paper Hand Towel Dispenser	1	2
	Wall Mounted Toilet Roll Dispenser	1	2
	Hand Bag Lockers - coin operated	20	3
	Waste Bin Domestic	1	3

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
ROOM	DESCRIPTION	QTY RQD	GROUP

	Waste Bin Sani	1	3
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CATEGORY A16

Disposal Hold	Lockable Exterior and Interior Double Access Doors	1	1
	Stainless Steel Sink Unit with water resistant base storage unit with 1 shelf	1	1
	Water Resistant Tall Storage Unit/Broom Cupboard	1	1
	Signage	1	1
	Adequate ventilation to prevent build up of odours		1
	(Room to be accessible within the buildings and from the exterior footways leading to the points of uplift/hard standing designated for disposal/collection vehicles)		
	Spillage Kit (granular absorbents brush, shovel, clinical waste bags (disinfectant)	1	3
	Industrial Buckets on wheels colours - green/yellow/white	3	3
	Water resistant sockets	as required	1
	Industrial buckets	3	3

CATEGORY A17

Hairdresser	Back Basin	1	1
	Hand rinse basin, 400 x 300, pillar taps	1	1
	Base Unit with shelves	1	1
	Nurse call system	1	1
	Coat Hooks	2	1
	Electrical Sockets (double)	2	1
	Fittings for Curtains and Blinds and Vision Panels (per window)	1	1
	Mirror with shelf	1	1
	Shelving (dependant on design)	1	1
	Signage	1	1

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
ROOM	DESCRIPTION	QTY	GROUP
		RQD	

	Telephone Socket	1	1
	Wall Mounted Hand Soap Dispenser	1	2
	Wall Mounted Paper Hand Towel Dispenser	1	2
	Blinds (per window)	1	3
	Curtains (per window)	1	3
	Chair	1	3
	Dryer	1	3
	Brush and Pan	1	3
	Hairdressing Trolley	1	3
	Waste Bin Domestic	1	3
	Double socket	1	1
	Shelf (200 x 600mm)	1	1

CATEGORY A18

Store Room	Electrical Sockets (double)	1	1
	Shelf with adjacent electrical sockets (double) for recharging electro-medical equipment	4	1
	Fixed shelving (dependant on design)	1	1
	Signage	1	1
	Infusion Pumps	7	3
	Suction Machine	3	3
	Dinamap	1	3
	Comfort Vest small/medium	2	3
	Comfort Vest large/extra large	2	3
	Slings for Hoists – Oxford	20	3

CATEGORY A19

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
ROOM	DESCRIPTION	QTY	GROUP
		RQD	

Re-Charging Area	Electrical Sockets (double)	3	1
	Signage	1	1
	Chair Movers	1	3
	Stand Aid Type Leiko Sabina Comfort	3	3
	Sabina Seat Strap Slingbar 006	2	3
	Sabina Seat Strap Slingbar 115	2	3
	Double sockets	3	1

MISCELLANEOUS

Dependant on number of corridor windows - fittings for curtains and blinds will be required

Fitments will be required for fire fighting equipment

Signage for way-finding

Hand rails (continuous)

AREA B: CORE

ACCOMMODATION

CATEGORY B1

Kitchen/Servery	Wall and Base Units to standard HTM63 (all built in and working surfaces must be 18/10 stainless steel) - dependant on design	1	1
	Work Tops with Stainless Steel Finish to accommodate full storage req. dependant on design	1	1
	Electrical Sockets (double)	6	1
	Telephone Sockets	1	1
	Signage	1	1
	Wash Basin (elbow operated taps)	1	1
	Double Stainless Steel Sink Unit	1	1
	Dishwasher mounted to work top level+B234+B190	1	2

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
ROOM	DESCRIPTION	QTY RQD	GROUP
	Fly Screens (removable type, if windows fitted)	1	2
	Hot Water Boiler, Mains Fed	1	2
	Insectacutor (wall facing window)	1	2
	Refrigerator n/worktop 7 cu.ft ss	2	2
	Wall Mounted Hand Soap Dispenser	1	2
	Wall Mounted Paper Hand Towel Dispenser	1	2
	Wall Mounted Roll Towel Dispenser	1	2
	Waste Disposal Unit Bench Mounted (not integral to sink)	1	2
	Wet Pick Up	1	3
	1/2 pint Milk Jugs	24	3
	10l Balloon Whisk	2	3
	10lb Crock	2	3
	12 ltr Polycarbonate Storage Container with lid	2	3
	12" SS Colander	1	3
	14" X 18" Polypropylene Food Trays	40	3
	18" Long Handled Broom - Polycarbonate Shaft with head	1	3
	18" X 12" Green Chopping Board	2	3
	18" X 12" White Chopping Board	2	3
	2 ltr ss Measuring Jug	4	3
	2 ltr Plastic Jug with lid	8	3
	2 pint SS Pot with lid	2	3
	2 pint SS Teapot	4	3
	2 Ring Electric Boiling Top	1	3
	3.1/2" Sugar Bowl	24	3
	30 pint Boiling Pot SS with lid	1	3
	330mm X 130mm Domed Cake Stand	2	3
	4 Compartment Cutlery Tray	2	3

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<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
ROOM	DESCRIPTION	QTY RQD	GROUP
	4 oz SS Ladle	4	3
	4 pint SS Pot with lid	2	3
	4" Vegetable Knife – Green Handle	2	3
	4" Vegetable Knife – Green Handle Serrated Edge	2	3
	40 oz Insulated Coffee Servers	2	3
	5 ltr Bucket with handle - White	2	3
	5lb Crock	2	3
	6 ltr Polycarbonate Storage Container with lid	4	3
	6 oz SS Ladle	4	3
	6 Slot Dualit Toaster	2	3
	6 slot SS Chopping Board Rack	1	3
	6" Oatmeal Bowl	60	3
	6.1/2" Side Plate	60	3
	7 oz Plastic Tumbler	80	3
	7 oz Stacking Teacup	60	3
	8" Cooks Knife - Black handle	2	3
	8" Cooks Knife - Green Handle	2	3
	8" Cooks Knife - White Handle	2	3
	8" Palette Knife	2	3
	8" Scissors	2	3
	8" Serrated Bread Knife - White handle	2	3
	8" Sharpening Steel	1	3
	9" Dinner Plates	60	3
	9" SS Conical Strainer	1	3
	Bonzier Can Opener	1	3
	Buffers for above SS Storage Rack 4 tier	4	3
	Cookery Scale (with add and weight facility and ss or poly w/pan 20 lb)	1	3

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STONEHOUSE HOSPITAL PPP PROJECT**

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
ROOM	DESCRIPTION	QTY	GROUP
		RQD	
	Domestic Hand Blender	1	3
	Double Oven Regeneration Trolley	2	3
	Dual Speed Scrubber/Polisher	1	3
	Flat Bed Platform Trolley 900mmx600mm	1	3
	Freezer 45 cu.ft SS	1	3
	Long Handled Dust Pan and Brush Set	1	3
	Mobile SS Storage Rack 4 tier	2	3
	Pictorial Wet Floor Sign	2	3
	Plastic Cereal Dispensers 3.1/2" x 8.1/2" x 11.1/4"	8	3
	Pyrotex Oven Gloves	6	3
	Refrigerator 45 cu.ft SS with Digital Readout	1	3
	Salt and Pepper Sets (24 of each)	48	3
	Saucer	60	3
	Shovel	1	3
	SS 11" Perforated Serving Spoon	4	3
	SS 11" Plain Serving Spoon	4	3
	SS Box Grater	2	3
	SS Cake Slice	2	3
	SS Chip Scoop	2	3
	SS Dinner Fork	84	3
	SS Dinner Knife	84	3
	SS Fish Slice	2	3
	SS Potato Scoop	2	3
	SS Serving Tongs	4	3
	SS Soup/Dessert Spoon	84	3
	SS Tea Spoon	84	3
	Temperature Probe – Digital Range min 50oc to 200oc	2	3

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
ROOM	DESCRIPTION	QTY RQD	GROUP

	Trolley General Purpose 3 tier SS	2	3
	Vinegar Bottle	12	3
	Waste Bin Domestic 87 ltr	1	3
	Waste Bin Domestic 45 ltr	2	3
	Wheels Braked for SS Storage Racks 4 Tier	2	3
	Wheels Unbraked for SS Storage Racks 4 Tier	2	3
	White Board 3'X 2'	1	3
	Microwave	1	3
	Refrigerator 7 cu.ft Domestic	1	3
	Toaster 4 Slot Domestic	1	3
	Buckers Wringer Type Red/Yellow/Blue	9	4
	Freedom Interchange Mop Handles Yellow/Red/Green	9	4
	Mops Red/Yellow/Blue	9	4
	Crockery	1	4
	Cutlery	1	4
	Upright freezer	1	3
	Kimcell dispensers	2	2
	Fridge	1	2
	Cleaners sink	1	1

CATEGORY B2

Over Night

Accommodation	Fittings for Curtains and Blinds and Vision Panels (per window)	1	1
	Base Unit with double doors and base unit below	1	1
	Signage	1	1
	Electrical Socket (double)	2	1
	Ariel Outlet	1	1

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
ROOM	DESCRIPTION	QTY RQD	GROUP
	Telephone Socket	1	1
	Clock with large face	1	2
	Armchair	1	3
	Blinds (per window)	1	3
	Curtains	1	3
	Coffee Table	1	3
	Electric Kettle	1	3
	Magazine Rack	1	3
	Sofa Bed	1	3
	Table Lamp	1	3
	Television	1	3
	Waste Bin Domestic	2	3
	Picture hook/rail	1	1
	Vision panel on door (per door)	1	
Over Night En Suite WC	Vanity basin set in worktop, lever action mixer taps	1	1
	Shelf over sink	1	1
	WC	1	1
	Shaver Socket	1	1
	Mirror	1	2
	Wall Mounted Paper Hand Towel Dispenser	1	2
	Wall Mounted Hand Soap Dispenser	1	2
	Wall Mounted Towel Rail	1	2
	Wall Mounted Toilet Roll Dispenser	1	2
CATEGORY B3			
Personal Laundry	Cupboard for detergents	1	1

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
ROOM	DESCRIPTION	QTY	GROUP
		RQD	

	Cupboard for storage of iron and ironing board	1	1
	Worktops above dryer and washing machine (dependant on design)	1	1
	Dryer - industrial type – spurred connections	1	1
	Pulley for drying clothes	1	1
	Wash hand basin, 500 x 400, pillar taps	2	1
	Electrical Sockets (double)	3	1
	Telephone Socket	1	1
	Double Deep Sink Unit with pillar taps complete with base unit and single drainer	1	1
	Wall Mounted Shelving - Airing	1	1
	Wall Mounted Paper Hand Towel Dispenser	1	2
	Wall Mounted Hand Soap Dispenser	1	2
	Washing Machine 10 kg - industrial type	1	2
	Iron Steam	1	3
	Ironing Board	1	3
	Mitco High Leg Trolleys	3	3
	Washing Machine	1	2
	Industrial dryer	1	1
	Wash hand basis	1	1
	Door (100mm)	1	1

CATEGORY B4

DSR	Sluice Hopper	1	1
	Sink Stainless Steel with Wall Mounted Bib Taps	1	1
	Wash hand basin, 500 x 400, pillar taps	2	1
	Base and Wall Units (doubles)	2	1
	Electrical Sockets (double)	1	1

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
ROOM	DESCRIPTION	QTY RQD	GROUP

	Peg Hooks	8	1
	Signage	1	1
	Board Pin	1	1
	High Level Shelving for Storage (dependant on design)	1	1
	Key Lock on Door	1	1
	Wall Mounted Hand Soap Dispenser	1	2
	Wall Mounted Paper Hand Towel Dispenser	1	2
	Buckets	4	3
	Carpet Shampooer with tools	1	3
	Cylinder Vacuum Cleaner	1	3
	Drive Disk for above	1	3
	Mops	4	3
	Scrubber/Polisher	1	3
	Tools for above	1	3
	Upright Vacuum Cleaner	1	3
	Wet Pick Up	1	3
	Domestic Waste Bin	1	3
	Peg hooks	5	1
	Double wall unit	1	1
	Double base unit	1	1

CATEGORY B5

Reception	Security Shutter	1	1
	Keypad Entrance	1	1
	Shelving Fixed Wall (16 lin.mtrs pigeon type)	1	1
	Workspace - 3 mtrs – attached to wall	1	1
	IT Sockets(double RJ45)	3	1

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
ROOM	DESCRIPTION	QTY	GROUP
		RQD	

	Electrical Sockets (double)	9	1
	Board Pin	1	1
	Fixed Workstation Units	4	1
	Mail Rack	3	1
	IT Outlets	6	1
	Signage	1	1
	Telephone Switch Type Mini Meridian	1	1
	Key Cabinet (to hold 120 keys)	1	2
	Telephone Hand Sets Type Analog (check digital)	50	3
	Chair Operators	3	3
	Computer	3	3
	Cupboard Storage 6' with hanging rails	1	3
	Echoloop 2000	1	3
	Fax Machine	1	3
	Filing Cabinet	1	3
	Franking Machine	1	3
	Guillotine	1	3
	Laminator	1	3
	Photocopier	1	3
	Printer	1	3
	Safes - Transfer (SFI's)	2	3
	Trojan Storage (software)	1	3
	Waste Paper Bin	1	3
	Safe	2	3

CATEGORY B6

Staff Dining Room	Work Top with double base unit	1	1
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<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
ROOM	DESCRIPTION	QTY RQD	GROUP

	Electrical Sockets (double)	4	1
	Cold Drinks Machine	1	3
	Hot Drinks Machine	2	3
	Snacks Machine	1	3
	Microwave	1	3
	Coffee Tables	2	3
	Easy Chairs	10	3
	Waste Bin Domestic	1	3
	Internal telephone point	1	1
	Notice board	1	1
	Stacking chairs	as required	3
	Curtains (per window)	1	3
	Blinds (per window)	1	3
	Fridge	1	3
	Double sink unit	1	1
	Washhand basin	1	1

CATEGORY B7

Changing Room with

Shower

	Female Changing Room		
	Electrical socket (double)	3	1
	Full Length Locker - coin operated	24	1
	Slatted bench seat for 4 persons	1	1
	Coat Hooks	1	1
	Full Length Mirrors	1	1
	Signage	1	1

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
ROOM	DESCRIPTION	QTY	GROUP
		RQD	

Female WC x 2

Wash hand basin, 500 x 400, pillar taps	2	1
WC	2	1
Mirror above wash hand basin	2	1
Signage	1	1
Wall Mounted Hand Soap Dispenser	2	2
Wall Mounted Paper Hand Towel Dispenser	2	2
Wall Mounted Toilet Roll Holder	2	2
Hygiene Units – Dual	1	3
Waste Bin Domestic	1	3
Bins Sani	2	3

Female Shower Room

Shower with adjoining changing cubicle	1	1
Small Bench Unit	2	1
Coat Hooks	1	1
Soap Holder	2	1
Signage	1	1
Fittings for Cubicle Curtains	1	1
Cubicle Curtains	1	3

Male Changing Room

Electrical Socket (double)	2	1
Full Length Locker - coin operated	6	1
Slatted bench seat for 2 persons	1	1
Coat Hooks	1	1
Full Length Mirrors	1	1

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
ROOM	DESCRIPTION	QTY RQD	GROUP
	Signage	1	1
	Male WC x 1 and Urinals x 2		
	Urinal	2	1
	WC	1	1
	Wash hand basin, 500 x 400, pillar taps	2	1
	Mirror above wash hand basin	2	1
	Signage	1	1
	Wall Mounted Hand Soap Dispenser	2	2
	Wall Mounted Paper Hand Towel Dispenser	2	2
	Wall Mounted Toilet Roll Holder	2	2
	Waste Bin Domestic	1	3
	Male Shower Room		
	Shower with adjoining changing cubicle	1	1
	Small Bench Unit	1	1
	Coat Hooks	1	1
	Soap Holder	1	1
	Signage	1	1
	Fittings for Cubicle Curtains	1	1
	Cubicle Curtains	1	3
	2 door lockers	20	1
	WCs	1	1
	Washhand basin	2	1
	Showers	3	1
	Fixed benches	2	1

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
ROOM	DESCRIPTION	QTY	GROUP
		RQD	

	Hinged bench	1	1
	Disabled WC including grabrails/wc back rest	1	1
	Disabled shower unit	1	1
	Shower seat	1	3
	Wall mounted bin	2	2
	Full height lockers – Female	30	1
	WCs – male and female	3	1
	Wash hand basins	4	1
	Showers	2	1
	Urinals	2	1
	Benches	4	1
	Waste bin domestic	2	3

CATEGORY B8

Multi Purpose Room	Fittings for Blinds and Vision Panels (per window)	1	
	Coat Hooks	3	1
	Electrical Sockets (double)	4	1
	IT Outlet	1	1
	Telephone Outlet	1	1
	Signage	1	1
	White Wall	1	1
	Clock with Second Hand	1	2
	Pictures	2	2
	Blinds (per window)	1	3
	Projector	1	3
	Stacking Side Chair	12	3
	Table Conference – sectioned/foldaway/washable work surface	1	3

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
ROOM	DESCRIPTION	QTY	GROUP
		RQD	

	Mobile Storage Unit	1	3
	Waste Paper Bin	1	3
	Double wall unit	1	1
	Double base unit	1	1
	Infill panel at base unit	1	1
	Domestic sink	1	1
	Worktop (1375mm long)	1	1
	Vision panel in door(per door)	1	

CATEGORY B9

Office	Electrical Sockets (double)	3	1
	Telephone Outlet	1	1
	IT Outlet	1	1
	Fittings for Curtains and Blinds and Vision Panels (per window)	1	
	Clock with large face	1	2
	Blinds (per window)	1	3
	Curtains (per window)	1	3
	Workstation	1	3
	Operators Chair	1	3
	Side Chair	1	3
	Computer	1	3
	Printer	1	3
	Filing Cabinet	1	3
	Waste Paper Bin	1	3
	Safe	1	3
	Vision panel in door (per door)	1	

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
ROOM	DESCRIPTION	QTY RQD	GROUP

CATEGORY B10

Medical Physics	Electrical Sockets (double sockets above work bench)	3	1
	IT Outlet	1	1
	Signage	1	1
	Telephone Outlet	1	1
	Hand Rinse Basin, 400 x 300, pillar taps	1	1
	Stainless Steel Sink with drainer for de-contamination	1	1
	Fittings for Blinds (per window)	1	1
	Sluice Hopper	1	1
	Work Bench	1	1
	Board Notice/Pin	1	1
	Board White	1	2
	Clock with large face	1	2
	Wall Mounted Hand Antiseptic Dispenser	1	2
	Wall Mounted Hand Soap Dispenser	1	2
	Wall Mounted Paper Hand Towel Dispenser	1	2
	Blinds (per window)	1	3
	Chair Operators	1	3
	Workstation	1	3
	Cupboard Storage 6'	1	3
	Waste Bin Clinical	1	3
	Waste Bin Domestic	1	3

CATEGORY B11

FM Storage	Shelving - fixed dependant on design	1	1
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MISCELLANEOUS Dependant on number of corridor windows - fittings for curtains and blinds will be

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
ROOM	DESCRIPTION	QTY RQD	GROUP

required

Fitments will be required for fire fighting equipment

Signage for way-finding

Hand rails (continuous)

Fitting of 5 commemorative plaques

Fitting commemorative stain glass window

AREA C:

OUTPATIENTS

CATEGORY C1

Clinic Waiting Area	Telephone (Public)	1	1
	Electrical Sockets (double)	4	1
	Clock with large face	1	2
	Water Dispenser - plumbed and chilled	1	2
	Machine Vending (rented)	1	3
	Chairs Waiting Area (Bay of 3)	10	3
	Children's Seat	2	3
	Children's Table	1	3
	Leaflet Racks	1	3
	Toy Box and Toys	1	3
	TV and Video	1	3
	Waste Bin Domestic	1	3
	Wheel Chairs	2	3
	Notice boards	as required	1
	Occasional tables	as required	3
	Wall bracket for tv	1	1

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
ROOM	DESCRIPTION	QTY RQD	GROUP

CATEGORY C2

WC	WC	1	1
	Wash hand basin, 500 x 400, pillar taps	2	1
	Mirror above wash hand basin	2	1
	Signage	1	1
	Fresh Air Units? Deoderisers	2	1
	Wall Mounted Hand Soap Dispenser	2	2
	Wall Mounted Paper Hand Towel Dispenser	2	2
	Wall Mounted Toilet Roll Holder	2	2
	Waste Bin Domestic	1	3
	Bins Sani	2	3
	Hygiene Units – Dual	1	3

CATEGORY C3

Disabled WC	Hand rinse basin, disabled use,. Lever spray action taps	1	1
	Shelf above the basin	1	1
	WC (suitable for wheel chair access)	1	1
	Door - open out in emergency - unlock from outside - width to accommodate wheelchair and double buggy	1	1
	Changing Base, wall mounted. Variable height facility to accommodate disabled changing	1	1
	Signage – Door	1	1
	Nurse Call System	1	1
	Grab Rails	1	1
	Mirror	1	2
	Wall Mounted Hand Soap Dispenser - suitable for wheelchair use	1	2

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
ROOM	DESCRIPTION	QTY RQD	GROUP

	Wall Mounted Paper Hand Towel Dispenser - suitable for wheelchair use	1	2
	Wall Mounted Toilet Roll Dispenser - suitable for wheelchair use	1	2
	Waste Bin Domestic	1	3
	Waste Bin Sani	1	3
	Colostomy shelf	1	1
	Wall mounted bin	1	2
	Waste bin – free standing	1	3

CATEGORY C4

Baby Feeding/Changing	Baby Changing Unit	1	1
	Electrical Sockets (double)	1	1
	Vanity basin set in worktop, lever action mixer taps	1	1
	Signage	1	1
	Wall Mounted Hand Soap Dispenser	1	2
	Wall Mounted Paper Hand Towel Dispenser	1	2
	Wall Mounted Towel Roll Holder	1	2
	Waste Bin Domestic	1	3
	Chair Upright	1	3
	Waste Bin Nappy	1	3
	Coat hook	1	1
	Notice board	1	1
	Bottle warmer	1	3

CATEGORY C5

OPD Office	Fittings for Curtains and Blinds and Vision Panels (per window)	1	
	IT Outlet	1	1
	Telephone outlet	1	1

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
ROOM	DESCRIPTION	QTY	GROUP
		RQD	

	Electrical Sockets (double)	3	1
	Signage	1	1
	Clock with large face	2	2
	Picture	2	2
	Blinds (per window)	1	3
	Curtains (per window)	1	3
	Waster Paper Bin	2	3
	Workstation with Pedestal	1	3
	Chair Operators	1	3
	Chair Side	1	3
	Cabinet Filing	1	3
	Computer	1	3
	Printer	1	3
	Waste basket	1	3

CATEGORY C6

Clinical/Examination

Room	Base Storage Unit - Double (dependant on design)	1	1
	Worktop to be suitable for storing dressing trolleys underneath (dimension of trolleys 620 x 470 x 890) - dependant on design	1	1
	Fittings for Blinds (per window)	1	1
	Ceiling Mounted Tracking for Curtains	1	1
	Ceiling Mounted Treatment Light (Head to Toe)	1	1
	Coat Hooks	3	1
	Curtain Rails (per window)	1	1
	IT Outlet	1	1
	Electrical Sockets (double)	4	1

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
ROOM	DESCRIPTION	QTY RQD	GROUP
	Nurse Call System Repeater Buttons	1	1
	Telephone Outlet	1	1
	Wall Mounted Storage Unit - Double, complete with shelf	2	1
	Clinical wash hand basin, 600 x 500, lever action wall mounted taps	1	1
	Wall Mounted Brackets for Sharps	1	1
	Signage	1	1
	Clock with large face	1	2
	Wall Mounted Apron Dispenser	1	2
	Wall Mounted Glove Dispenser	1	2
	Wall Mounted Hand Antiseptic Dispenser	1	2
	Wall Mounted Hand Soap Dispenser	1	2
	Wall Mounted Mirror	1	2
	Wall Mounted Paper Hand Towel Dispenser	1	2
	Wall Mounted Roll Towel Dispenser	1	2
	Wall Mounted Sphygmomanometer (aneroid)	1	2
	X-ray Light Box, double	1	2
	Blinds (per window)	1	3
	Curtains	1	3
	Dressing Trolleys 24", phlebotomy type	2	3
	Examination Couch	1	3
	Medium Back Operators Chair with Arms	1	3
	Stacking Side Chair	2	3
	Waste Bin Clinical	1	3
	Waste Bin Domestic	1	3
	Workstation with Pedestal	1	3
	Microscope	1	3
	Dressing trolley	1	3

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
ROOM	DESCRIPTION	QTY RQD	GROUP

CATEGORY C7

Clinical Examination

Room	Fittings for Blinds (per window)	1	1
	Carpet	1	1
	IT Socket	1	1
	Telephone Socket	1	1
	Wall Mounted Cupboard - Double, complete with shelf	2	1
	Visual Alert for Fire Alarm	1	1
	Electrical Sockets - double	8	1
	Signage	1	1
	Work Surface Bench with Drawers	1	1
	Wash hand basin, 500 x 400, pillar taps	1	1
	Board Pin	1	1
	Clock with large face/silent mechanism	1	2
	Echoloop 2000	1	2
	Mirror Full Length	1	2
	Wall Mounted Hand Soap Dispenser	1	2
	Wall Mounted Paper Hand Towel Dispenser	1	2
	Bench Mounted Magnifier/Light	1	3
	Blinds (per window)	1	3
	Chair Operator	1	3
	Chair without Arms Upright	2	3
	Clinical Audiometer	1	3
	Clinical Tympanometer	1	3
	Compact Bench Polisher/Grinder	1	3
	Cupboard Lockable, 2 door with 3 shelves, 6'	2	3

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
ROOM	DESCRIPTION	QTY RQD	GROUP

	Waste Bin Domestic	1	3
	Workstation	1	3
	Double base unit	1	1
	Scrub dispenser	1	2
	Wall finish – sound absorbent finish		
	Floor finish –carpet		
	Ceiling grid – acoustic tiles		
	Wall Unit	1	1

CATEGORY C8

Optical Examination

Room	Dimmer Switch	1	1
	Telephone socket	1	1
	I T Outlet	1	1
	Fittings for Blinds (per window)	1	1
	Clinical wash hand basin, 600 x 500, lever action wall mounted taps	1	1
	Double Base Storage Unit with Lock and shelf	2	1
	Electrical Sockets (double)	6	1
	Signage	1	1
	Bailey Lovie Logmar Test (Distance)	1	2
	Bjerrum Screen	1	2
	Illuminated Test Type? infra Red Remote Control	1	2
	Wall Brackets for Illuminated Test Type	1	2
	Wall Mounted Hand Soap Dispenser	1	2
	Wall Mounted Paper Hand Towel Dispenser	1	2
	Bagolini Filter Bar	1	3
	Bailey Lovie Word (Near) Reading Test	1	3

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
ROOM	DESCRIPTION	QTY	GROUP
		RQD	
	Blinds Black Out (per window)	1	3
	Chairs - For Children	2	3
	Childs Colour Vision Test	1	3
	Focimeter/Lensmeter	1	3
	Isihara Colour Vision Test	1	3
	Kay 3 metre Logmar	1	3
	Kay Testing Pack	1	3
	Keeler Acuity Infant Screening Set	1	3
	Logmar Crowded	1	3
	Long Stereo Test	1	3
	Maddox Wing	1	3
	Moorfield Bar Reading Book	1	3
	Set of Slides for Synoptophore	1	3
	Sheriden Gardiner Pack	1	3
	Synoptophore	1	3
	Table Low - for Children	1	3
	TNO Stero Test	1	3
	Torsionometer	1	3
	Trial Frames	1	3
	Trial Lens Set	1	3
	Chair Operators	1	3
	Workstation	1	3
	Waste Bin Domestic	1	3
	Waste Bin Clinical	1	3
	Electric Hess Screen	1	2

CATEGORY C9

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
ROOM	DESCRIPTION	QTY	GROUP
		RQD	

Interview Room	Fittings for Curtains and Blinds and Vision Panels (per window)	1	
	IT Outlet	1	1
	Telephone Socket	1	1
	Electrical Sockets (double)	3	1
	Wash hand basin, 500 x 400, pillar taps	1	1
	Clock with large face	2	2
	Picture	2	2
	Wall Mounted Hand Soap Dispenser	1	2
	Wall Mounted Paper Hand Towel Dispenser	1	2
	Blinds (per window)	1	3
	Curtains (per window)	1	3
	Waster Paper Bin	2	3
	Workstation with Pedestal	1	3
	Chair Operators	1	3
	Chair Side	1	3
	Cabinet Filing	1	3
	Computer	1	3
	Printer	1	3
	Waste Bin Domestic	1	3
	Vision panel in door (per door)	1	

CATEGORY C10

Treatment Room	Base Storage Unit for Lotions Lockable, double	3	1
	Worktop to be suitable for storing dressing trolleys underneath (dimension of trolleys 620 x 470 x 890) – dependant on design	1	1
	Wall Mounted Units, double with shelf	2	1
	Ceiling Mounted Cubicle Screens (around cubicle)	1	1

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
ROOM	DESCRIPTION	QTY RQD	GROUP
	Ceiling Mounted Treatment Light	1	1
	Coat Hooks	3	1
	Electrical Sockets (double)	4	1
	IT Socket	1	1
	Telephone Socket	1	1
	Fittings for Blinds (per window)	1	1
	Wall Mounted Drug Cupboard with shelf	1	1
	Clinical wash hand basin, 600 x 500, lever action wall mounted taps	1	1
	Medical Emergency Buzzer	1	1
	Nurse Call System buzzer activated	1	1
	Double Door for wheel chairs	1	1
	Small Staff Base with drawer Unit	1	1
	Signage	1	1
	Board Pin	1	1
	Wall Bracket for Sharps Containers	1	1
	Board White	1	2
	Clock with large face	1	2
	Drug Refrigerator (spurred)	2	2
	Mirror	1	2
	Wall Mounted Apron Dispenser	1	2
	Wall Mounted Glove Dispenser	1	2
	Wall Mounted Hand Antiseptic Dispenser	2	2
	Wall Mounted Hand Soap Dispenser	2	2
	Wall Mounted Paper Hand Towel Dispenser	2	2
	Vaccine Refrigerator with Lock (spurred)	1	2
	Cylinder Trolleys type F medical gas	1	3
	Autoscope complete with attachments	1	3

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
ROOM	DESCRIPTION	QTY	GROUP
		RQD	

	Ophthalmoscope complete with attachments	1	3
	Blinds (per window)	1	3
	Sphygmomanometer Electronic	1	3
	Treatment Chair	1	3
	Dressing Trolley 24" M/S with MS Shelves and Drawers	1	3
	Chair Operators	1	3
	Stacking Side Chair	2	3
	Waste Bin Clinical	1	3
	Waste Bin Domestic	1	3
	Doppler	1	3
	Ear Syringe - Propulse II	1	3
	Nebuliser (portable)	1	3
	Accutrend Glucose and Cholesterol System	1	3
	Minor Surgery Instrument Pack	4	3
	Goggles	1	3
	Scales Seca stand on	1	3
	Height Measure Stick	1	3

CATEGORY C11

Physiotherapy Cubicle	Fittings for Curtains and Blinds and Vision Panels (per window)	1	
	Electrical Sockets (double)	4	1
	Telephone socket	1	1
	Clinical wash hand basin, 600 x 500, lever action wall mounted taps	1	1
	Signage	1	1
	Clock with second hand	5	2
	Wall Mounted Hand Soap Dispenser	1	2
	Wall Mounted Paper Hand Towel Dispenser	1	2

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
ROOM	DESCRIPTION	QTY RQD	GROUP
	Wall Mounted Roll Towel Dispenser	1	2
	Blinds (per window)	1	3
	Curtains (per window)	1	3
	Chairs Stacking without arms	17	3
	Charts, Hand, Knee, Ankle, Spine, Shoulder	5	3
	Crushed Ice Machine	1	3
	Heat Pan for splinting with table	1	3
	Hydrocollator Unit	1	3
	Knee	1	3
	Measuring Tape Pull Out Inch Tape	2	3
	Minute Timers	3	3
	Pillow Cases	60	3
	Pillows	30	3
	Screens Cubicle	4	3
	Shoulder	1	3
	Tendon Hammer	1	3
	Couch Examination with towel roll dispenser	4	3
	Waste Paper Bin	6	3
	Waste Bin Domestic	5	3
	Waste Bin Clinical	1	3
	Short Diathermies	2	3
	Interferential Unit	2	3
	Double sockets	4	1
	Suspension frame – ceiling mounted	1	1
	Upright freezer	1	3
	Clocks with second hand sweep	4	2
	Ice making machine	1	3

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
ROOM	DESCRIPTION	QTY RQD	GROUP

	Waste baskets	3	3
	Sack holders	4	3

CATEGORY C12

Physiotherapy Exercise

Area/Gym	Telephone socket	1	1
	Clinical wash hand basin, 600 x 500, lever action wall mounted taps	1	1
	Signage	1	1
	Fittings for Curtains and Blinds and Vision Panels (per window)	1	
	Electrical Sockets (double)	4	1
	Clock with second hand	1	2
	Mirror, Full length	7	2
	Parallel Bars Fixed	1	2
	Wall Bar Units, Adult	4	2
	Wall Mounted Hand Soap Dispenser	3	2
	Wall Mounted Paper Hand Towel Dispenser	3	2
	Wall Mounted Roll Towel Dispenser	3	2
	Westminister Pulley System	1	2
	Mirror, Long, Posture, Free Standing	3	3
	Balance Bench	1	3
	Bike	2	3
	Chairs Stacking with arms	17	3
	Cross Trainer	1	3
	Digiflex Grips complete with stand	1	3
	Exercise Benches (Balance)	1	3
	Exercise Mats Standard	15	3
	Exercise Mats Wide	6	3

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
ROOM	DESCRIPTION	QTY RQD	GROUP
	Footstools Adjustable non industrial 46x46x46	2	3
	Freestanding Pedals Teletrimmer	2	3
	Hand Grip	1	3
	Lightweight Footballs	6	3
	Mats Stand	1	3
	Mobile Stools tab300	2	3
	Mobile Stools tab335	2	3
	Mounted Spine of Stand	1	3
	Pulley System	2	3
	Reebok Step	1	3
	Re-education Board	2	3
	Dumb Bells graded type with stand	1	3
	Stairs - corner unit with rails	1	3
	Trolley Storage for small gym equipment	1	3
	Trampoline	1	3
	Treadmill	1	3
	Velcro Ankle Weights assorted	1	3
	Board White	1	3
	Wooden Stools mef40	2	3
	Wooden Stools mef35	2	3
	Waste Paper Bin	6	3
	Waste Bin Domestic	5	3
	Waste Bin Clinical	1	3
CATEGORY C13	Base Storage Unit - Double (dependant on design)	1	1
Consulting Room	Worktop to be suitable for storing dressing trolleys underneath (dimension of trolleys 620 x 470 x 890) – dependant on design	1	1

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
ROOM	DESCRIPTION	QTY RQD	GROUP
	Fittings for Blinds (per window)	1	1
	Ceiling Mounted Tracking for Curtains	1	1
	Ceiling Mounted Treatment Light (Head to Toe)	1	1
	Coat Hooks	3	1
	Curtain Rails (per window)	1	1
	IT Outlet	1	1
	Electrical Sockets (double)	4	1
	Nurse Call System Repeater Buttons	1	1
	Telephone Outlet	1	1
	Wall Mounted Storage Unit - Double, complete with shelf	2	1
	Clinical wash hand basin, 600 x 500, lever action wall mounted taps	1	1
	Wall Mounted Brackets for Sharps	1	1
	Signage	1	1
	Clock with large face	1	2
	Wall Mounted Apron Dispenser	1	2
	Wall Mounted Glove Dispenser	1	2
	Wall Mounted Hand Antiseptic Dispenser	1	2
	Wall Mounted Hand Soap Dispenser	1	2
	Wall Mounted Mirror	1	2
	Wall Mounted Paper Hand Towel Dispenser	1	2
	Wall Mounted Roll Towel Dispenser	1	2
	Wall Mounted Sphygmomanometer (aneroid)	1	2
	X-ray Light Box, double	1	2
	Blinds (per window)	1	3
	Curtains	1	3
	Dressing Trolleys 24", phlebotomy type	2	3
	Examination Couch	1	3

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
ROOM	DESCRIPTION	QTY RQD	GROUP

	Medium Back Operators Chair with Arms	1	3
	Stacking Side Chair	2	3
	Waste Bin Clinical	1	3
	Waste Bin Domestic	1	3
	Workstation with Pedestal	1	3
	Urodynamic investigative system	1	3
	Double socket	1	1
	Double X-ray viewing box	1	1

CATEGORY C14

Physiotherapy Store	Signage	1	1
	Electrical Socket (double)	1	1
	Telephone Socket	1	1
	Arjo Encore Hoist/Standard	1	3
	Birth Chart	1	3
	Combined IFT_US Unit	1	3
	Cones	1	3
	Facial Stimulators	3	3
	Gym Ball Pump	1	3
	Gym Balls 65cm	2	3
	Gyms Balls 85cm	2	3
	Gym Balls 95cm	2	3
	Laundry Trolley, sack type	1	3
	Neuro 4 Stimulators with 12 assorted chips	4	3
	Parachute	1	3
	Pelvis with Pelvic Floor	1	3
	Barrow Sack	1	3

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
ROOM	DESCRIPTION	QTY	GROUP
		RQD	

	Stroke Turning Boards	2	3
	Tens Unit	10	3
	Treatment Card for Neuro Stimulators	1	3
	Trolley for combined IFT_US Unit	3	3
	Goniometer	2	3
	Ultrasound Unit	3	3
	Waste Bin Domestic	1	3
	Wheelchair non collapsible with bar	3	3

CATEGORY C15

Patients Shower	Shower	1	1
	Grab Rails	1	1
	Bench Seat - slatted for one person	1	1
	Cubicle Curtain Rails	1	1
	Soap Holder	1	1
	Cubicle Curtains	1	3

CATEGORY C16

Nurses Station	Electrical Sockets (double)	2	1
	Telephone Socket	1	1
	Worktop Fixed Counter Base (to accommodate 2 staff)	1	1
	Nurse Patient Call central control panel (Wall Mounted)	1	1
	Board Pin	1	1
	Board White	1	1
	Clock with large face	1	2
	Waste Paper Bin	1	3
	Waste Bin Domestic	1	3

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
ROOM	DESCRIPTION	QTY RQD	GROUP

	IT outlet	1	1
	Shelves	3	1
	Double socket	1	1
	Operators Chairs	2	3
	Sack holder	1	3
	White Board	1	1

CATEGORY C17

Office for Clinical Staff	Fittings for Curtains and Blinds and Vision Panels (per window)	1	
	IT Outlets	3	1
	Electrical Sockets (double)	6	1
	Telephone Sockets	2	1
	Signage	1	1
	Clock with large face	2	2
	Picture	2	2
	Blinds (per window)	1	3
	Curtains (per window)	1	3
	Waste Paper Bin	2	3
	Workstation with Pedestal	3	3
	Chair Operators	3	3
	Chair Side	1	3
	Cabinet Filing	3	3
	Computer	1	3
	Printer	1	3
	Telephone outlet	1	
	Vision panel in door (per door)		

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
ROOM	DESCRIPTION	QTY RQD	GROUP

CATEGORY C18

General X-ray Room &

Viewing Room	Mains Power Supply	1	1
	Base Storage Unit - Double (dependant on design)		
	Worktop	1	1
	Fittings for Blinds (per window)	1	1
	Coat Hooks	3	1
	Curtain Rails (per window)	1	1
	IT Outlet	1	1
	Electrical Sockets (double)	4	1
	Nurse Call System Repeater Buttons	1	1
	Telephone Outlet	1	1
	Wall Mounted Storage Unit - Double, complete with shelf	2	1
	Clinical wash hand basin, 600 x 500, lever action wall mounted taps	1	1
	Wall Mounted Brackets for Sharps	1	1
	Signage	1	1
	Clock with large face	1	2
	Wall Mounted Apron Dispenser	1	2
	Wall Mounted Glove Dispenser	1	2
	Wall Mounted Hand Antiseptic Dispenser	1	2
	Wall Mounted Hand Soap Dispenser	1	2
	Wall Mounted Mirror	1	2
	Wall Mounted Paper Hand Towel Dispenser	1	2
	Wall Mounted Roll Towel Dispenser	1	2
	Blinds (per window)	1	3
	Workstation with Pedestal	1	3

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
ROOM	DESCRIPTION	QTY RQD	GROUP
	Medium Back Operators Chair with Arms	1	3
	Stacking Side Chair	2	3
	Waste Bin Clinical	1	3
	Waste Bin Domestic	1	3
	Xray operators desk with cassette storage	1	3
	Xray protection screen	1	3
	Xray processing machine – CR800	1	3
	Computers	2	3
	Hangers for lead aprons + gonald protectors	as required	1
	Pat slide holder	1	2
	Pat slide	1	3
	Access step with handrail	1	3
	Xray stool	1	3
	Display/notice board	1	1
	White board	1	1
	IT outlets	7	1
	Mid level double sockets	2	1
CATEGORY C19	Shelf Unit to hold 20,000 xrays - fixed length dependant on design		
record storage	Electrical Sockets (double)	2	1
	IT outlet	1	1
	Workstation with Pedestal	1	3
	Chair Operators	1	3
CATEGORY C20	Bench Seat (slatted suitable for one person)	1	1
Changing Area	Cubicle Curtain Rails	1	1
	Coat Hooks	2	1

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
ROOM	DESCRIPTION	QTY RQD	GROUP
	Signage	1	1
	Mirror	1	2
	Cubicle Curtains	1	3
	Nurse call buttons	6	1
CATEGORY C21	Base Storage Unit - Double (dependant on design)	1	1
Ultrasound Examination			
Room	Worktop to be suitable for storing dressing trolleys underneath (dimension of trolleys 620 x 470 x 890) – dependant on design	1	1
	Fittings for Blinds (per window)	1	1
	Coat Hooks	3	1
	Curtain Rails (per window)	1	1
	IT Outlet	1	1
	Electrical Sockets (double)	4	1
	Nurse Call System Repeater Buttons	1	1
	Telephone Outlet	1	1
	Wall Mounted Storage Unit - Double, complete with shelf	2	1
	Clinical wash hand basin, 600 x 500, lever action wall mounted taps	1	1
	Wall Mounted Brackets for Sharps	1	1
	Signage	1	1
	Clock with large face	1	2
	Wall Mounted Apron Dispenser	1	2
	Wall Mounted Glove Dispenser	1	2
	Wall Mounted Hand Antiseptic Dispenser	1	2
	Wall Mounted Hand Soap Dispenser	1	2
	Wall Mounted Mirror	1	2
	Wall Mounted Paper Hand Towel Dispenser	1	2

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
ROOM	DESCRIPTION	QTY	GROUP
		RQD	

	Wall Mounted Roll Towel Dispenser	1	2
	Blinds (per window)	1	3
	Dressing Trolleys 24", phlebotomy type	2	3
	Medium Back Operators Chair with Arms	1	3
	Stacking Side Chair	2	3
	Waste Bin Clinical	1	3
	Waste Bin Domestic	1	3
	Ultrasound Equipment	1	3
	Ultrasound Chair/couch	1	3
	Saddle seat for operator	1	3
	Pat slide holder	1	2
	Pat slide	1	3
	Display/notice board	1	1
	White board	1	1
	IT outlets	7	1
	Double sockets	2	1

CATEGORY C22

WC	WC	1	1
	Wash hand basin, 500 x 400, pillar taps	2	1
	Mirror above wash hand basin	2	1
	Signage	1	1
	Wall Mounted Hand Soap Dispenser	2	2
	Wall Mounted Paper Hand Towel Dispenser	2	2
	Wall Mounted Toilet Roll Holder	2	2
	Waste Bin Domestic	1	3

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
ROOM	DESCRIPTION	QTY RQD	GROUP

	Bins Sani	2	3
	Hygiene Units – Dual	1	3

CATEGORY C23

OPD Treatment Room	Clinical wash hand basin, 600x 500, with lever wall mounted taps	1	1
	Clinical Splashback and drainer	1	1
	Stainless Steel Sink	1	1
	Cupboard for storage of chemicals with shelf	1	1
	IT Socket	1	1
	Double proof electrical sockets at skirting level	3	1
	Double proof electrical sockets at worktop level	3	1
	Telephone Socket	1	1
	Wall Mounted Hand Soap Dispenser	2	2
	Wall Mounted Hand Antiseptic Dispenser	1	2
	Wall Mounted Paper Towel Dispenser	1	2
	Wall Mounted Apron Dispenser	1	2
	Wall Mounted Glove Dispenser	1	2
	Waste Bin Domestic	1	3
	Waste Bin Clinical	1	3
	Base Units – lockable	as required	1
	Wall units – lockable	as required	1
	Worktop	1	1
	Ceiling mounted treatment light	1	1
	Coat hook	1	1
	Blind fitting	1	1
	Medical emergency buzzer	1	1

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
ROOM	DESCRIPTION	QTY	GROUP
		RQD	

Double door

Wall bracket for sharps 1 1

Clock 1 2

Blinds (per window) 1 3

Wall mounted sphyg 1 2

Treatment couch 1 3

Drug cupboard 1 1

Stainless steel sink 1 1

Soap dispenser 1 2

Cupboard for storage of chemicals 1 1

IT socket 1 1

CATEGORY C24

Test Room Bedpan Disposal Unit 1 1

Electrical Sockets (double) 1 1

Wash hand basin, 500 x 400, pillar taps 1 1

Base Units 2 1

Work Tops (dependant on design) 1 1

Board Pin 1 1

Plinths for storage (dependant on design) 1 1

Shelving (dependant on design) 1 1

Signage 1 1

Wall Mounted Cupboards for Urine Testing Equipment 1 1

Wall Mounted Apron Dispenser 1 2

Wall Mounted Glove Dispenser 1 2

Wall Mounted Hand Soap Dispenser 1 2

Wall Mounted Paper Towel Dispenser 1 2

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
ROOM	DESCRIPTION	QTY RQD	GROUP

	Wall Mounted Racks for Storage of Bedpans/Urinals	1	2
	Commodes	2	3
	Linen Buggy	1	3
	Waste Bin Clinical	1	3
	Waste Bin Domestic	1	3
	Stainless steel sluice sink	1	1
	Bedpan disposal unit	1	1
	Board pin	1	1
	Bedpan racks	as required	2
	Commodes	as required	3
	Double base unit	1	1
	Worktop	1	1
	Plinths	as required	1
	Shelving	as required	1

CATEGORY C25

DSR	Sluice Hopper	1	1
	Sink Stainless Steel with Wall Mounted Bib Taps	1	1
	Wash Hand Basin, 500 x 400, pillar taps	1	1
	Base and Wall Units – Lockable	2	1
	Electrical Sockets (double)	1	1
	Peg Hooks	4	1
	Signage	1	1
	Board Pin	1	1
	High Level Shelving for Storage (dependant on design)	1	1
	Wall Mounted Hand Soap Dispenser	1	2

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
ROOM	DESCRIPTION	QTY	GROUP
		RQD	

	Wall Mounted Paper Hand Towel Dispenser	1	2
	Buckets	4	3
	Carpet Shampooer with tools	1	3
	Cylinder Vacuum Cleaner	1	3
	Drive Disk for above	1	3
	Mops	4	3
	Scrubber/Polisher	1	3
	Tools for above	1	3
	Upright Vacuum Cleaner	1	3
	Wet Pick Up	1	3
	Waste Bin Domestic	1	3
	Triple mop holder	1	1
	Peg Hooks	8	1
	Double base unit	1	1
	Double wall unit	1	1

CATEGORY C26

Disposal Hold	Lockable Exterior and Interior Double Access Doors	1	1
	Stainless Steel Sink Unit with water resistant base storage unit with 1 shelf	1	1
	Water Resistant Tall Storage Unit/Broom Cupboard	1	1
	Electrical Sockets (double)	1	1
	Signage	1	1
	Adequate ventilation to prevent build up of odours		1
	(Room to be accessible within the buildings and from the exterior footways leading to the points of uplift/hard standing designated for disposal/collection vehicles)		
	Spillage Kit (granular absorbents brush, shovel, clinical waste bags (disinfectant)	1	3

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
ROOM	DESCRIPTION	QTY RQD	GROUP

	Industrial Buckets on wheels colours - green/yellow/white	3	3
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CATEGORY C27

General Equipment

Store	Shelving fixed (dependant on design)	1	1
	Electrical Sockets (double)	1	1
	ECG Machine	1	3
	Dinamap	1	3
	Cryo Unit	1	3
	Light Source	1	3
	Endoscopes	2	3
	Eurodynamic Investigative System	1	3

CATEGORY C28

Linen Store	Shelving - slatted (dependant on design)	1	1
	Electrical Sockets (double)	1	1
	Trolley	1	3

CATEGORY C29

Patient WC	WC	1	1
	Hand rinse basin, 400x 300, pillar taps	1	1
	Mirror	1	2
	Wall Mounted Hand Soap Dispenser	1	2
	Wall Mounted Paper Towel Dispenser	1	2
	Waste Bin Domestic	1	3
	Waste Bin Sani	1	3
	Toilet roll holder	1	2

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
ROOM	DESCRIPTION	QTY RQD	GROUP

CATEGORY C30

Staff Toilet	WC	1	1
	Hand rinse basin, 400x 300, pillar taps	1	1
	Mirror	1	2
	Wall Mounted Hand Soap Dispenser	1	2
	Wall Mounted Paper Towel Dispenser	1	2
	Waste Bin Domestic	1	3
	Waste Bin Sani	1	3
	Toilet Roll Holder	1	2
	Wall mounted bin	1	2
	Waste Bin (free standing)	1	3

CATEGORY C31

Occupational Therapy	Chairs	4	3
	Table	1	3
	Domestic sink, 1000mm long, 1 bowl	1	1
	Washing machine	1	3
	Gas cooker	1	3
	Electric cooker	1	3
	Fridge freezer	1	3
	Worktops to suit room design	as required	1
	Deep corner base units	2	1
	Deep base units	2	1
	Base unit infill panel	1	1
	Wall Units	3	1

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
ROOM	DESCRIPTION	QTY	GROUP
		RQD	

MISCELLANEOUS	Dependant on number of corridor windows - fittings for curtains and blinds will be required		
	Fitments will be required for fire fighting equipment		
	Signage for way-finding		
	Hand rails (continuous)		
	Toilet roll holder	1	2
	Wall mounted bin	1	2
	Waste bin – free standing	1	3

AREA D:

ENGINEERING

CATEGORY D1

Plant Room

CATEGORY D2

Office	Electrical Sockets (double)	4	1
	Cabinet Storage 6'	3	3
	Chair Side	2	3
	Personal Lockers	3	3
	Table	1	3
	Work Bench Engineers with Vices	1	3
	Work Bench Joiner with Vices	1	3
	Fittings for blinds and curtains (per window)	1	1

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
ROOM	DESCRIPTION	QTY RQD	GROUP
	Desks	2	3
	IT outlet	1	1
	Clock	1	2
	Picture	1	2
	Printer	1	3
	Book case	1	3
	Operators Chair	1	3
	Computer	1	3
	Filing Cabinets	3	3
	Blinds (per window)	1	3
	Curtains (per window)	1	3
	6' cabinets	3	3
	Side chair	1	3
	Personal Lockers	3	3
	Table	1	3
	Work benches	as required	3
CATEGORY D3			
Medical Gases	Electrical Sockets (double)	1	1
	Gas Bottle Rack	1	3
	Manifold Sets	2	3

SECTION 1 OF PART 14 OF THE SCHEDULE: SERVICE REQUIREMENTS

This section of Part 14 of the Schedule comprises of the following service requirements:

- Estates Output
- Grounds and Gardens Output
- Pest Control Output
- Utilities Management

SECTION 2 OF PART 14 OF THE SCHEDULE: METHOD STATEMENTS

PART 15 OF THE SCHEDULE: NOT USED

PART 16 OF THE SCHEDULE: PERFORMANCE MONITORING SYSTEM

1. General Monitoring and Reporting Obligations

- 1.1 Project Co shall throughout the Service Period in accordance with this Part 16 of the Schedule;
- (i) monitor the performance of the Services and/or procure that each element of the Services is so monitored;
 - (ii) procure and deliver to the Trust for each Contract Month a Performance Monitoring Report (based on the payment report prepared by the Service Provider in the Agreed Form);
 - (iii) maintain records in connection with the Availability of the Facilities; and
 - (iv) maintain all relevant records and documentation pursuant to paragraph 4, in order to achieve the Monitoring Outputs.

2. Procedures

- 2.1 The Liaison Committee shall meet at regular intervals (and at least quarterly) to discuss:
- (i) the provision of the Services and the Availability of the Facilities for the previous Performance Period;
 - (ii) amendments (if agreed) to the monitoring and reporting procedures; and
 - (iii) to decide on any other matters relating to monitoring and reporting of the Services.

3. Trust Monitoring

- 3.1 The Trust may, at its own expense, carry out such monitoring and/or audit of the Services and Project Co's and/or the Service Providers' (if any) monitoring (including joint monitoring) and quality assurance procedures as it may from time to time require. The Trust shall not be limited in the methods of monitoring and/or audit it undertakes.
- 3.2 The Trust may, in its absolute discretion, attend with Project Co whilst Project Co is carrying out its own monitoring and jointly monitor any aspect of the Services.

4. Records and Possession of Information

- 4.1 In order to discharge the reporting and monitoring obligations of this Part 16 of the Schedule and notwithstanding the obligations of Project Co set out in Clause 55 (*Records*) and Part 25 of the Schedule (*Record Provisions*) Project Co shall comply with the terms of this paragraph 4.
- 4.2 Project Co shall provide to the Trust up to date organisation charts showing its management structure and that of each Service Provider (if any) and indicate all substantial suppliers and subcontractors for the provision of the Services. The Trust shall be notified as soon as reasonably possible of any amendment to the organisation chart.
- 4.3 Project Co shall keep evidence of all relevant training and instruction of all Assigned Employees together with relevant certificates and qualifications, and copies of the same shall be provided to the Trust on reasonable request.
- 4.4 Any incidents or occurrences which in Project Co's reasonable opinion may have a material impact upon the provision of any of the Services and/or Availability of the Facilities shall be notified to the Trust in writing by Project Co at the earliest opportunity.
- 4.5 Project Co shall, and shall procure that each Service Provider (if any) shall, retain records relating to the Health and Safety at Work Act 1974 where there is a strict liability to so maintain such records pursuant to any Law and shall, if reasonably requested by the Trust, provide copies to the Trust of all certificates, approvals, records and/or other documents.
- 4.6 Without prejudice to its obligations under Clause 30 (*Employment Issues*) and if requested to do so by the Trust, Project Co shall provide copies of the records of any unspent convictions (as defined in the Rehabilitation of Offenders Act 1974 - Disclosure of Convictions) of any Assigned Employees.

5. Method of Monitoring

5.1 Rectification Periods and Response Times

- 5.1.1 Project Co shall provide a service available 24 hours a day to allow Trust Parties to report Events, Failure Events and Quality Failure Events or make service requests.
- 5.1.2 A response time or Rectification Time shall be measured in accordance with the provisions of Paragraph 7.2.1 of Part 18 of the Schedule (*Payment Mechanism*). The

time of the Service Request or Event and the time of completion shall be recorded by Project Co and such record shall be the time of Service Request or Event and completion unless the Trust successfully challenges such evidence on *bona fide* grounds.

5.2 Inspection

Inspections shall mean visual inspections whereby aspects of the Services shall be marked against pre-determined standards set out in the Service Requirements.

6. Reporting

6.1 Project Co shall, not later than three Contract Months prior to the commencement of the Services, provide to the Trust for its approval a programme (the "Performance Monitoring Programme") setting out the action which Project Co shall take to monitor the performance of the Services to ensure that Project Co meets all of the requirements of this Agreement. The Performance Monitoring Programme shall propose a monitoring system that is consistent across all Functional Areas.

6.2 The Trust shall not unreasonably withhold or delay its approval of the Performance Monitoring Programme.

6.3 The Trust (acting reasonably) shall be entitled to comment on the form and content of the Performance Monitoring Programme and Project Co shall make such amendments to the Performance Monitoring Programme as Project Co deems necessary to address the Trust's concerns.

6.4 Project Co shall undertake monitoring of its performance in accordance with the Performance Monitoring Programme.

6.5 Project Co shall not be entitled to commence delivery of the Services until it has obtained the approval of the Trust to the Performance Monitoring Programme.

7. Monitoring of Performance Parameters

7.1 The monitoring of Performance Parameters and reporting procedures set out in or derived under this Part 16 of the Schedule shall constitute the mechanism by which any Service Failure is identified.

7.2 The Performance Parameters shall be monitored by the methods and at the frequencies set

out in Table 1 attached to this Part 16 of the Schedule hereto.

7.3 User Satisfaction Surveys

- 7.3.1 Where a Performance Parameter is to be monitored by reference to a User Satisfaction Survey, Project Co shall submit a draft format of and procedure for the User Satisfaction Survey to the Trust at least three Contract Months before the first date of intended use.
- 7.3.2 The Trust shall comment upon the draft format of and procedure for the User Satisfaction Survey within twenty (20) Business Days of delivery to it by Project Co.
- 7.3.3 Project Co shall take into account the comments made by the Trust and shall issue a revised format of the User Satisfaction Survey, twenty (20) Business Days prior to the first date of intended use. Any disputes as to the content of the User Satisfaction Survey shall be referred to the Expert for determination pursuant to Clause 56 (*Dispute Resolution Procedure*).
- 7.3.4 Project Co and the Trust shall discuss and agree within the time period referred to at paragraph 7.3.1 the method of collating the results from the User Satisfaction Survey which shall form part of the Performance Monitoring Report.
- 7.3.5 The Trust may at reasonable times propose further reasonable amendments to the format of a User Satisfaction Survey or the methods of collating the results from the User Satisfaction Survey and Project Co shall make changes to the format or collation to take into account such of the Trust's comments as are reasonable and proper in the circumstances.
- 7.3.6 Project Co shall agree with the Trust the distribution of any User Satisfaction Survey in a manner consistent with the relevant element of the Services.
- 7.3.7 The use of User Satisfaction Survey shall not be limited to employees of the Trust but shall include (where appropriate) submission to visitors, patients and other relevant persons.
- 7.3.8 The results of a User Satisfaction Survey will be determined by reference to the total number of User Satisfaction Surveys issued and non returns will be deemed to have registered satisfactory performance of the relevant element of the Services by Project Co.

TABLE 1
Performance Parameters – Estates Services

Ref	Parameter	SF Type	Category	Response	Rectification	Recording Freq.	Monitoring Method
SP01a	Trust is notified at least 1 month prior to statutory or regulatory inspection dates	QF	Low	N/A	N/A	Q	1, 3, 4, 5, 8
SP01b	A programme for testing and inspections for forthcoming 12 months is in operation.	QF	Med	N/A	N/A	A	3, 4, 5, 8
SP02	Necessary preparation for inspections are made and Statutory and Insurance surveys and inspections are completed by the agreed date.	QF	High	N/A	N/A	B	1, 4, 5, 8
SP03	All corrective actions arising from inspections are remedied promptly in accordance with agreed Rectification Time.	QF	High	N/A	N/A	Following Inspections	1, 4, 5, 8

Ref	Parameter	SF Type	Category	Response	Rectification	Recording Freq.	Monitoring Method
SP04	All new plant and equipment has been successfully commissioned and maintained in accordance with manufacturer's instructions and maintenance manuals.	QF	Medium	N/A	N/A	B	1, 3, 4, 5, 8
SP05	Statutory testing of equipment and systems is carried out by competent operator in line with manufacturer's instructions within the agreed statutory or manufacturer's prescribed test period.	QF	High	N/A	N/A	As Statutory Requirements	1, 3, 4, 5, 8
SP06	Compliance with PAT testing legislation including correct labelling and certification procedures.	QF	High	N/A	N/A	Q	2, 4, 7, 8
SP07	All maintenance work is carried out in accordance with the Permit to Work system.	QF	High	N/A	N/A	M	1, 4, 5, 8
SP08	Pest and or the evidence of infestation is reported the Pest Control Service Provider promptly.	QF	Low	N/A	N/A	As required	1, 4, 5, 8

Ref	Parameter	SF Type	Category	Response	Rectification	Recording Freq.	Monitoring Method
SP09a	Planning, Briefing and Design activities delivered to the agreed project timetable in the correct format, quality and Standard.	QF	Med	N/A	1 week	M	2, 4, 6, 8
SP09b	Tendering and Contracting activities delivered to the agreed project timetable in the correct format, quality and quantity.	QF	Med	N/A	1 week	M	2, 4, 6, 8
SP09c	Project Management activities are delivered to the agreed project timetable in the correct format, quality and quantity and the project is kept programme.	QF	Med	N/A	1 week	M	2, 4, 6, 8
SP09d	Actual project costs over life of project to be +/- 10% of PTE	QF	Medium	N/A	N/A	M	2, 4, 6, 8
SP09d	PTE to be within +/- 3% of tender price	QF	Medium	N/A	N/A	M	2, 4, 6, 8
SP09d	Scheme cost at outturn within approved figure	QF	Medium	N/A	N/A	M	2, 4, 6, 8

Ref	Parameter	SF Type	Category	Response	Rectification	Recording Freq.	Monitoring Method
SP09e	Project complies with all statutory and design requirements and user training has been completed according to project programme.	QF	High	N/A	N/A	M	2, 4, 6, 8
SP10	Planned and reactive maintenance service provided to all of the Trust estate	QF	High	N/A	N/A	M	2, 4, 6, 8
SP11	No work is carried out in areas outside agreed Access Times without prior written consent from the Trust Representative.	QF	High	N/A	N/A	M	1, 2, 3, 4, 5, 6, 8
SP12	No Service diversions have been carried out without prior consent by the Trust Representative.	QF	High	N/A	N/A	M	1, 2, 3, 4, 5, 8
SP13a	24 hour authorised person emergency cover is maintained	QF	Low	N/A	N/A	M	1, 2, 5, 8
SP13a	24 hour competent person emergency cover is maintained.	QF	Low	N/A	N/A	M	1, 2, 4, 5, 8

Ref	Parameter	SF Type	Category	Response	Rectification	Recording Freq.	Monitoring Method
SP13a	24 hour suitably designated person cover is maintained	QF	Low	N/A	N/A	M	1, 2, 4, 5, 8
SP14	Systems and procedures ensuring that planned preventative maintenance complies with service standards legislation are in place and maintained	QF	Medium	N/A	N/A	M	1, 2, 4, 5, 8
SP15	External and Internal Building related PPM is carried out in accordance with PPM programme	QF	Medium	N/A	N/A	M	1, 2, 4, 5, 8
SP15	Fixtures and Fitting related PPM is carried out in accordance with PPM programme	QF	Medium	N/A	N/A	M	1, 2, 4, 5, 8
SP15	Floor and covering related PPM is carried out in accordance with PPM programme	QF	Medium	N/A	N/A	M	1, 2, 4, 5, 8
SP15	Infrastructure related PPM is carried out in accordance with PPM programme	QF	Medium	N/A	N/A	M	1, 2, 4, 5, 8
SP15	Decorative Finish related PPM is carried out in accordance with PPM programme	QF	Medium	N/A	N/A	M	1, 2, 4, 5, 8
SP15	Hot and Cold Water System related PPM is carried out in accordance with PPM programme	QF	Medium	N/A	N/A	M	1, 2, 4, 5, 8

Ref	Parameter	SF Type	Category	Response	Rectification	Recording Freq.	Monitoring Method
SP15	Heating, Air conditioning and mechanical ventilation related PPM is carried out in accordance with PPM programme	QF	Medium	N/A	N/A	M	1, 2, 4, 5, 8
SP15	Specialist Services related PPM is carried out in accordance with PPM programme	QF	Medium	N/A	N/A	M	1, 2, 4, 5, 8
SP15	Electrical Power and Cabled System related PPM is carried out in accordance with PPM programme	QF	High	N/A	N/A	M	1, 2, 4, 5, 8
SP15	Public Health and Drainage related PPM is carried out in accordance with PPM programme	QF	Medium	N/A	N/A	M	1, 2, 4, 5, 8
SP15	Fire Equipment related PPM is carried out in accordance with PPM programme	QF	Medium	N/A	N/A	M	1, 2, 4, 5, 8
SP16	All legislative and Trust required inspections and tests are carried out by the due date and the resulting report is given to the Trust Representative within the agreed timescale.	QF	Medium	N/A	N/A	As required	1, 2, 3, 4, 8

Ref	Parameter	SF Type	Category	Response	Rectification	Recording Freq.	Monitoring Method
SP17	5 year PPM programmes are produced at the agreed time to the agreed format and quality.	QF	Low	N/A	N/A	A	1, 2, 3, 4, 8
SP17	12 Monthly PPM programme is produced at the agreed time to the agreed format and quality. and presented to the Trust 4 months in advance.	QF	Medium	N/A	N/A	M	1, 2, 3, 4, 8
SP17	Monthly PPM report submitted in agreed format to the Trust Representative.	QF	Low	N/A	N/A	M	1, 2, 3,4, 8
SP17	Critical PPM works carried out in accordance with the agreed PPM Programme	QF	High	N/A	N/A	M	1, 2, 3, 8
SP18	Monthly forthcoming PPM programme to include information as agreed.	QF	Low	N/A	N/A	M	1, 2, 3, 4, 8

Ref	Parameter	SF Type	Category	Response	Rectification	Recording Freq.	Monitoring Method
SP19	Project Co and the Trust shall meet at least bi-annually to discuss the impact of forthcoming various seasonal or patient loads.	QF	Low	N/A	N/A	B	4, 8
SP20	Emergency requests for reactive maintenance are carried out in accordance with Service Response Times and Standards.	FE	A-D	5 minutes	12 hours	Per Request	1, 2, 4, 8
SP20	Urgent requests for reactive maintenance are carried out in accordance with Service Response Times and Standards.	FE	A-D	15 minutes	24 hours	Per Request	1, 2, 4,8
SP20	Routine requests for reactive maintenance are carried out in accordance with Service Response Times and Standards.	FE	A-D	2 hours	36 hours	Per Request	1, 2, 4, 8
SP21	Fire Safety Systems are compliant with statutory regulations and Service Standards at all times	QF	High	N/A	N/A	M	1, 2, 3, 4, 8
SP22	Annual Fire Certificate is retained	QF	High	N/A	N/A	A	4, 7, 8

Ref	Parameter	SF Type	Category	Response	Rectification	Recording Freq.	Monitoring Method
SP22	Fire systems are tested regularly against legislation and Service Standards	QF	Medium	N/A	N/A	As appropriate	1, 2, 3, 4, 7, 8
SP23	Emergency and Fire contingency plans have been developed and the necessary training has taken place.	QF	Medium	N/A	N/A	B	1, 2, 4, 7, 8
SP24	Fire drills are carried out in accordance with Trust and Fire Officer's instructions.	QF	Medium	N/A	N/A	B	1, 2, 3, 4, 8
SP25	Staff have been trained in HTM83 processes	QF	Low	N/A	N/A	M	2, 4, 5, 8
SP26	Annual report is provided to the Trust Representative on the anniversary of the contract commencement date in the agreed format, quality and standard.	QF	Medium	N/A	N/A	A	3, 4, 8
SP27	All statutory estates data is accurately recorded, regularly updated and available for inspection by the Trust Representative.	QF	High	N/A	N/A	Q	3, 4, 8
SP28	All Quality Assurance data requirements are accurately recorded, stored and are available for inspection.	QF	Low	N/A	N/A	Q	1, 2, 3, 4, 5, 6, 7, 8

Ref	Parameter	SF Type	Category	Response	Rectification	Recording Freq.	Monitoring Method
SP29	Project Co has an up to date record of the latest HTMs, MDA Notices and Safety Notices and has traceable evidence that relevant action has been taken to	QF	Low	N/A	N/A	Q	4, 7, 8
SP30	Requests for information are administered in a timely manner	QF	Low	N/A	N/A	PR	1, 4, 5, 7, 8
SP31	Requests for information from authorised personnel is provided by the agreed date, quality and format.	QF	Low	N/A	N/A	M	1, 3, 4, 7, 8
SP32	Complaints procedures are in place and being used to monitor complaints effectively	QF	Low	N/A	N/A	M	1, 2, 3, 4, 8
SP33	All hardware and software used in the delivery of the Estates Service hold valid licenses, are registered in the Trust's name and are compliant with Trust software and hardware.	QF	Low	N/A	N/A	B	3, 4, 7, 8

Performance Parameters – Pest Control Services

Ref	Performance Parameters	SF Type	Category	Response	Rectification	Recording Freq.	Monitoring Method
SP01	Planned site assessment are undertaken at the frequency and time agreed with the Trust Representative.	QF	Medium	N/A	N/A	B	1, 2, 3, 4, 8
SP01	Emergency requests are attended and rectified within the Response and Rectification Times.	FE	A-D	15 minutes	To be agreed	PR	1, 4, 8
SP01	Urgent requests are attended and rectified within the Response and Rectification Times.	FE	A-D	1 hour	To be agreed	PR	1, 4, 8
SP01	Routine requests are attended and rectified within the Response and Rectification Times.	FE	A-C	1 working day	To be agreed	PR	1, 4, 8
SP02	Food preparation and food storage areas are free from pest infestation.	QF	High	N/A	N/A	M	1,4, 7, 8
SP02	Clinical areas are free from pest infestation	QF	High	N/A	N/A	M	1,4, 7, 8
SP02	Non-clinical areas including non-food storage areas are free from infestation.	QF	Medium	N/A	N/A	M	1, 4, 7, 8

Ref	Performance Parameters	SF Type	Category	Response	Rectification	Recording Freq.	Monitoring Method
P03	Pest deterrents and capture and disposal methods are efficient and humane.	QF	Low	N/A	N/A	M	2, 4, 7, 8
P04a	Procedures comply with infection control policies and procedures	QF	Medium	N/A	N/A	M	2, 4, 7, 8
P04b	Safety requirements and procedures relating to the use of pest control chemicals are clearly complied with.	QF	Medium	N/A	N/A	M	2, 4, 7, 8
P05	Service report is delivered by the agreed date, to the agreed standard, to the Trust Representative.	QF	Low	N/A	N/A	M	2, 4, 7, 8

Performance Parameters - Utilities Management

Ref	Parameter	SF Type	Category	Response	Rectification	Recording Freq.	Monitoring Method
SP01	Procure Utilities at minimum cost with consideration of renewable sources of energy.	QF	Medium	N/A	N/A	A	3
SP01	Lead contract negotiations with the Utilities supplier to identify the most appropriate tariffs to the Trust and liase with other relevant parties.	QF	Low	N/A	N/A	A	4
SP02	Ensure integrity of electrical supply to essential circuits and distribution networks is maintained at all times.	QF	High	N/A	N/A	M	4
SP02	Ensure integrity of electrical supply to non-essential circuits and distribution networks is maintained at all times.	QF	Medium	N/A	N/A	M	4
SP02	The integrity of water supply is maintained at all times.	QF	High	N/A	N/A	M	4
SP02	The integrity of gas supply is maintained at all times.	QF	High	N/A	N/A	M	4

Ref	Parameter	SF Type	Category	Response	Rectification	Recording Freq.	Monitoring Method
SP02	The integrity of oil supply is maintained at all times.		High	N/A	N/A	M	4
SP02f	The integrity and functionality of the sewage and trade effluent disposal systems are maintained at all times.	QF	High	N/A	N/A	M	4
SP02	The integrity and functionality of the telephone systems are maintained at all times.	QF	High	N/A	N/A	M	4
SP02	The integrity and functionality of the surface water systems are maintained at all times.	QF	High	N/A	N/A	M	4
SP03	Establish Contingency Plans for the loss of Utility provisions and have been reviewed within last 12 months.	QF	High	N/A	N/A	A	4
SP03	Implement Contingency Plans for the loss of Utility provisions.	FE	A – D	As appropriate	As appropriate	R	1
SP04	Receive written consent from the Trust Representative prior to scheduled interruptions in Utilities.	QF	High	N/A	N/A	M	2, 3,4, 7,8

Ref	Parameter	SF Type	Category	Response	Rectification	Recording Freq.	Monitoring Method
SP05	Ensure external Utility infrastructure is maintained in a fully functioning condition.	QF	High	N/A	N/A	M	2, 3,4, 7,8
SP06	Ensure all Utilities provided are consistent with the requirements of the Trust operations.	QF	Medium	N/A	N/A	M	2, 3,4, 7,8
SP07	Ensure all Utility Licenses are current, correct for the current supply requirements and available for inspection by the Trust, Statutory Bodies and or Utility Supplier.	QF	High	N/A	N/A	R	2, 3,4, 7,8
SP08	Ensure all test certificates and appropriate documentation and records are maintained accurately, updated regularly and available for inspection by the Trust or any other relevant party.	QF	Medium	N/A	N/A	R	2, 3,4, 7,8
SP09	Ensure all information and records are up to date, precise, accurate and available for inspection by the Trust or any other relevant party.	QF	Medium	N/A	N/A	R	2, 3,4, 7,8

Ref	Parameter	SF Type	Category	Response	Rectification	Recording Freq.	Monitoring Method
SP10	Prepare and supply information reasonably required by any party, to whom the Trust are obliged to present information relating to performance of the Utilities Management Services.	QF	Low	N/A	N/A	D	2, 3,4, 7,8
SP11	Maintain records regarding complaints about the Utilities Management Service and the action taken.	QF	Medium	N/A	N/A	M	2, 3,4, 7,8
SP12	Provision of ad hoc reports as required by the Trust relating to the Utilities Management Service.	QF	Low	N/A	N/A	D	2, 3,4, 7,8
SP13	Monitor and control the performance, plant and equipment to minimise Utilities consumption whilst achieving the optimum environmental conditions required by the Trust.	QF	Medium	N/A	N/A	D	2, 3,4, 7,8
SP13	Staff records clearly indicate staff as competent or suitable and suitable qualified trained persons.	QF	Low	N/A	N/A	M	2, 3,4, 7,8
SP13	Administer Hazard and Safety Notices in accordance with Trust Policies.	QF	High	N/A	N/A	R	2, 3,4, 7,8

Ref	Parameter	SF Type	Category	Response	Rectification	Recording Freq.	Monitoring Method
SP13	Achieve Utility performance/use in accordance with the requirements of Part 14 of the Schedule.	QF	Medium	N/A	N/A	M	2, 3,4, 7,8
SP13	Provide advice on Utility consumption and revenue cost implications for upgrade/modernisation and new development of the Trust.	QF	Low	N/A	N/A	R	2, 3,4, 7,8
SP13f	Provision, management and operation of an effective Building Management System.	QF	High	N/A	N/A	R	2, 3,4, 7,8
SP13	Provide annual Utility report to the Trust in the agreed format and quality on the anniversary of Contract date start.	QF	Low	N/A	N/A	A	2, 3,4, 7,8
SP13	Provide monthly report detailing Utility usage and efficiencies achieved in the agreed format.	QF	Medium	N/A	N/A	M	2, 3,4, 7,8
SP13i	Ensure the energy working group has met at least one within the last 12 months and consumption targets have been agreed.	QF	Low	N/A	N/A	A	2, 3,4, 7,8
SP14	All Trust staff and sub-contractor staff are aware of the aims of the Trust Energy Policy and given advice on its implementation.	QF	Low	N/A	N/A	A	2, 3,4, 7,8

Ref	Parameter	SF Type	Category	Response	Rectification	Recording Freq.	Monitoring Method
SP15	All Project Co staff have received training regarding; NHS Energy Policy, Sustainable Development in the NHS, Trust Energy Strategy and Utility providers rules and regulations.	QF	Low	N/A	N/A	A	2, 3,4, 7,8

Performance Parameters – Grounds and Gardens

Ref	Performance Parameter	SF Type	Category	Response	Rectification	Recording Freq.	Monitoring Method
<i>Horticulture</i>							
SP01	The forthcoming monthly maintenance programme is provided to the Trust Representative in the agreed format and quality on by the agreed date.	QF	Medium	N/A	N/A	M	2, 3, 4, 8
SP02a	Works described in the monthly programme are executed in accordance with the Response and Rectification Times to the relevant Service Standard.	FE	A-C	Within 10 minutes of agreed time.	As programmed.	PR	1, 2, 3, 4, 8

Ref	Performance Parameter	SF Type	Category	Response	Rectification	Recording Freq.	Monitoring Method
SP02	Emergency request for the Grounds and Gardens Maintenance Service is carried out within Response and Rectification Time.	FE	A-D	5 minutes	As agreed with Trust Rep.	PR	1, 2, 4, 5, 8
SP02	Urgent request for Grounds and Gardens Maintenance Service is carried out within Response and Rectification Time.	FE	A-C	30 minutes	As agreed with Trust Rep.	PR	1, 2, 4, 5, 8
SP02	Routine request for Grounds and Gardens Maintenance Service is carried out within Response and Rectification Time.	FE	A-C	1 hour	As agreed with Trust Rep.	PR	1, 2, 4, 5, 8
SP03a	Ensure all flower beds and internal arrangements are Fully and fully stocked for the season.	QF	Low	N/A	N/A	M	1, 2, 4, 8
SP03b	Provide an ad hoc internal floral displays to a high standard and include watering and disposal of the arrangements.	FE	B	Within 10 minutes of agreed time.	N/A	PR	1, 2, 4, 8

Recording Frequency

- R = Randomly, at any moment in time
- D = Daily
- W = Weekly
- M = Monthly
- B = Bi-annually
- A = Annually

Monitoring Method

- 1 = Trust reports to Project Co
- 2 = Comparison with agreed Method Statements
- 3 = Comparison against agreed benchmark (applies to format of reports etc)
- 4 = Project Co self monitoring (in accordance with the Performance Monitoring Programme)
- 5 = Analysis of information contained in Project Co duty rotas and other operational records
- 6 = User satisfaction surveys (Trust staff, visitors and patients)
- 7 = Review/reports by Statutory bodies
- 8 = Trust audit (analysis of complaints, random visits, validation checks of Project Co data, deliberate testing etc)

PART 17 OF THE SCHEDULE: NOT USED

PART 18 OF THE SCHEDULE: PAYMENT MECHANISM

PART 19 OF THE SCHEDULE: NOT USED

PART 20 OF THE SCHEDULE: NOT USED

PART 21 OF THE SCHEDULE: INSURANCE

SECTION 1 OF PART 21 OF THE SCHEDULE: POLICIES TO BE TAKEN OUT BY PROJECT CO AND MAINTAINED DURING THE DESIGN AND CONSTRUCT PHASE FROM THE DATE OF THIS AGREEMENT UNTIL THE PHASE STAGE 2 ACTUAL COMPLETION DATE PLUS 12 MONTHS' DEFECTS LIABILITY PERIOD UNDER THE RELEVANT POLICY

1. CONSTRUCTION ALL RISKS

1.1 The Insured

1.1.1 The Trust, Project Co, Contractor and Service Providers and any of their sub-contractors of any tier and other contractors and their sub-contractors of any tier and suppliers engaged on the Project;

1.1.2 Architects, surveyors consulting engineers for their site activities only; and

1.1.3 *the Funders and others providing funding for the Project and their permitted successors, assigns, agents, directors, officers, employees and servants;*

each for their respective rights and interests.

1.2 The Insured Property and Indemnity

All risks of physical loss of or damage to any part of the Insured Property from any cause not excluded.

Insured Property

The permanent and temporary works including but not limited to any demolition works, materials (including but not limited to equipment supplied by the Trusts), goods, plant and equipment (other than constructional plant, tools and equipment belonging to or the responsibility of the Contractor) and other property used or for use in connection with the Works, Project Co's own or that for which he is responsible.

Additional Costs of Completion

Additional costs of completing the unbuilt portion of the Project caused solely by delays following loss or damage to built portions of works and/or existing structures etc. which are covered.

1.3 Geographical limits

Anywhere within Great Britain, Northern Ireland, the Channel Islands and the Isle of Man and all other countries comprising the European Union and during the course of any transit (other than transit by air or sea except within the reasonable confines

thereof or while on roll on, roll off ferries), place of storage and accommodation including all loading and unloading incidental thereto.

1.4 Sum Insured

£3,500,000 (being the contract value of the Works)

1.5 Period of Insurance

From the date of this Agreement until the Actual Completion Date plus 12 months' defects liability period.

1.6 Main Exclusions

- 1.6.1 War;
- 1.6.2 Radioactive Contamination;
- 1.6.3 Wear and Tear;
- 1.6.4 Unexplained Shortages;
- 1.6.5 Consequential Losses;
- 1.6.6 Sonic Bangs;
- 1.6.7 Loss of or damage to contractors' equipment; and
- 1.6.8 Design Improvement Exclusion DE5 (excluding medical equipment).

1.7 Deductibles

- 1.7.1 £2,500 each and every loss in respect of storm, flood, tempest, subsidence and collapse;
- 1.7.2 £150,000 in respect of DE5; and
- 1.7.3 £1,000 in respect of each and every other loss.

1.8 Main Extensions/Conditions

- 1.8.1 Automatic reinstatement of Sum Insured;
- 1.8.2 115% Increase clause;
- 1.8.3 Guarantee Maintenance (excluding failure of medical equipment);
- 1.8.4 ABI Fire Code of Practice;
- 1.8.5 Terrorism;
- 1.8.6 72 hour clause;
- 1.8.7 Professional fees;

- 1.8.8 Debris removal;
- 1.8.9 Inflation incomplete works;
- 1.8.10 Plans and Documents;
- 1.8.11 European Union Local Authorities Clause;
- 1.8.12 Loss minimisation;
- 1.8.13 Free issue materials;
- 1.8.14 Munitions of War;
- 1.8.15 Expediting expenses;
- 1.8.16 Temporary repairs;
- 1.8.17 Taken into use; and
- 1.8.18 Advance payments;
- 1.8.19 Non Vitiation

2. **ADVANCE LOSS OF PROFITS**

2.1 **The Insured**

Project Co and the Funders each for their respective rights and interests.

2.2 **Period of Insurance**

From the date of this Agreement until the Actual Completion Date

Indemnity

If any of the Insured property under paragraph 1.2 be lost, destroyed or damaged by any of the risks insured under paragraph 1.2 above including loss or damage, which would be indemnifiable but for the application of any deductible, causing an interference in the construction work resulting in a delay to the scheduled date of commencement of the operation of the hospital or such later date on which the Insured Business would have been operational but for the physical loss or damage to the Insured Property then this insurance will indemnify the Insured in respect of Loss of anticipated Gross Revenue; and

"Increased Cost of Working" – the additional expenditure necessarily and reasonably incurred for the purpose of avoiding or reducing delay which, without such expenditure, would have taken place, but not exceeding the amount of Loss of anticipated Gross Revenue thereby avoided less any sums saved during the Indemnity Period in respect of such costs as may cease or be reduced in consequence of the delay;

which occur during the Indemnity Period.

2.3 **Sum Insured**

£1,000,000 being the amount sufficient to cover the sums the subject of the Indemnity for the Indemnity Period.

2.4 Indemnity Period

24 months.

2.5 Main Exclusions

2.5.1 any restrictions on reconstruction or operation imposed by a public authority;

2.5.2 delay due to alterations, additions, improvements or rectification of defects or faults or elimination of any deficiencies carried out after the occurrence of damage;

2.5.3 failure by the Insured to commit funds to the repair or replacement of destroyed or damaged items where such funds have been paid by the Insurers to the order of the Insured under a full or partial settlement of a claim under paragraph 1.2 above; and

2.5.4 fines or damages for breach of contract for late or non-completion of orders or for any penalties of whatever nature unless otherwise agreed.

2.6 Maximum Time Excess

30 days in the aggregate.

Main Extensions

2.6.1 Delay arising from loss or damage (to the extent the loss or damage would have been insured under paragraph 1.2 above if it had affected the Insured Property under paragraph 1.2 above) to the premises of suppliers where materials/plant/equipment for incorporation into the Project is being manufactured in respect of loss or damage caused by fire, lightening, aircraft and explosion only;

2.6.2 Delay caused by damage to the supply of water, gas, electricity or telecommunications system to the Site;

2.6.3 Professional Charges Clause;

2.6.4 Denial of Access;

2.6.5 Terrorism;

2.6.6 Non Vitiating:

2.6.7 Delays following damage to Contractor's Plant.

3. PUBLIC LIABILITY

3.1 The Insured

- 3.1.1 The Trust, Project Co, the Contractor and/or Service Providers and their sub-contractors of any tier and other contractors and their sub-contractors of any tier and suppliers engaged on the Project;
- 3.1.2 Architects, surveyors and consulting engineers for their site activities only; and
- 3.1.3 *the Funders and others providing funding for the Project and their permitted successors, assigns, agents, directors, officers, employees and servants;*

each for their respective rights and interests.

3.2 **Period of Insurance**

From the date of this Agreement until the Actual Completion Date plus 12 months' defects liability period.

3.3 **Indemnity**

The legal liability of an Insured to pay damages, costs and expenses as a result of death, injury, mental anguish and disease of any person, loss or damage to any property obstruction, loss of amenities, nuisance, trespass, stoppage of traffic, infringement of light, easement, or quasi easement arising out of or in the course of or in connection with the construction of the Works and/or Facilities at the Site.

3.4 **Territorial Limits**

Worldwide.

3.5 **Limit of Indemnity**

£20,000,000 any one occurrence/unlimited but in the aggregate per annum in respect of sudden and accidental seepage and pollution, and products supplied.

3.6 **Maximum Deductible**

£1,000 of each occurrence in respect of loss or damage to property, otherwise nil.

3.7 **Main Extensions**

- 3.7.1 Cross Liabilities Clause;
- 3.7.2 For purposes of this section, the Insured includes the respective officers, directors, agents, servants and employees of an Insured;
- 3.7.3 Liability assumed under contract;
- 3.7.4 Costs in addition;
- 3.7.5 Consumer Protection Act 1987;
- 3.7.6 Contingent Motor Liability;
- 3.7.7 Data Protection Act 1984;

3.7.8 Health and Safety at Work Act 1974;

3.7.9 Food Safety Act 1990;

3.7.10 Defective Premises Act 1972; and

3.7.11 Worldwide Jurisdiction.

3.8 **Main Exclusions**

3.8.1 Death of or bodily injury to or illness or disease contracted by the employees of the Insured claiming indemnity arising out of or in the course of their employment;

3.8.2 Property belonging to or in the charge or under the control of the Insured other than the Trusts property damaged by parties other than the Trust;

3.8.3 Liability arising out of technical or professional advice given for a fee by the Insured or by any person acting on behalf of the Insured other than advice relating to the construction of the Project in so far as insured under paragraph 1.2 above;

3.8.4 Liability arising out of the use of mechanically propelled vehicles for which compulsory insurance or security is required by legislation except whilst in use as a tool of trade;

3.8.5 The cost of making good loss of or damage to property indemnified under the insurance referred to in paragraph 1.2 above;

3.8.6 Liability arising from pollution or contamination unless caused by a sudden identifiable unintended and unexpected incident;

3.8.7 Liability arising from ownership, possession, use or control of any aircraft or watercraft; and

3.8.8 Terrorism.

4. **OTHER INSURANCES**

4.1 *Professional indemnity –*

Cover

Any claims made against the insured during the policy period which give rise to a legal liability for breach of professional duty in the exercise and conduct of the professional activities and duties by reason of any negligence whether by act, error or omission.

Insured Parties

(i) The Building Contractor

Period

From the Agreement Date until 10 years from the actual Completion Date.

Indemnity

Primary Layer

£10,000,000 any one claim and in all plus one automatic reinstatement of sum insured

Geographical Limits

The British Isles

Excess

£50,000 each and every claim

Conditions

The Building Contractor for their design activities only

Loss of documents

Facility Management

The giving of an express warranty or guarantee which increases the Insured's liability but this exclusion shall not apply to liability which would have attached to the Insured in the absence of such express warranty or guarantee.

4.2 *Employers Liability*

Cover

To indemnify the insured up to the limit of indemnity including claimants costs and expenses which the insured becomes legally liable to pay as damages in respect of illness, injury or death arising out of and in the course of their employment with the insured and in connection with the insured's business and caused during the period of insurance.

Period

From the Agreement Date until the actual Commencement Date.

Limit of Indemnity

Indemnity - £10,000,000 any one occurrence or series of occurrences arising from one originating cause, to include costs and expenses..

Geographical Limit

The British Isles

Extensions

Health and Safety at Work defence costs

Exclusions

Road Traffic Act

For injury sustained offshore

SECTION 2 OF PART 21 OF THE SCHEDULE: POLICIES TO BE TAKEN OUT BY PROJECT CO AND MAINTAINED DURING THE DESIGN AND CONSTRUCT PHASE FROM THE DATE OF THIS AGREEMENT UNTIL THE PHASE STAGE 2 ACTUAL COMPLETION DATE PLUS 12 MONTHS' DEFECTS LIABILITY PERIOD UNDER THE RELEVANT POLICY

1. MATERIAL DAMAGE ALL RISKS

1.1 The Insured

The Trust, Project Co, the subcontractors and Service Providers *and the Funders* and others providing funding for the Project, and their permitted successors, assigns, agents, directors, officers, employees and servants each for their respective rights and interests.

1.2 The Insured Property

Property and interests of every description used for or in connection with the ownership and/or maintenance and operation of the Facilities unless more specifically insured under the Construction All Risks policy pursuant to Section 1 of Part 21 of the Schedule.

1.3 Geographical Limits

Anywhere that comprises the Facilities and temporary removals elsewhere in the United Kingdom or at which the Insured has an interest anywhere in the United Kingdom.

1.4 Indemnity and Sum Insured

All risks of physical loss of or damage to any part of the insured property from any cause not excluded in the Policy for an amount equivalent to the total reinstatement value of the property, including allowance for the extensions. Sum insured £3,800,000

1.5 Main exclusions

- 1.5.1 War;
- 1.5.2 radioactive contamination;
- 1.5.3 gradual deterioration;
- 1.5.4 unexplained shortages;
- 1.5.5 consequential financial losses (loss of revenue, loss of use, etc.);
- 1.5.6 property which is in itself defective in design, materials or workmanship (this exclusion does not apply to ensuing consequences); and

1.5.7 Machinery or Equipment Breakdown.

1.6 **Main extensions**

1.6.1 Reinstatement - Day One 115 % non adjustable;

1.6.2 Insured events includes clean up of any property of the Insured or for which they are responsible necessarily incurred by the Insured with the consent of the Insurers, having been affected by the outbreak of any infectious or contagious disease, including but not limited to Legionella;

1.6.3 Including Pollution and contamination to the insured property arising from an event which itself is not otherwise excluded;

1.6.4 Contract works including works and temporary works erected or in the course of erection including materials and other things for incorporation in the works up to a sum insured of £250,000, save where more specifically insured under the Construction All Risks policy pursuant to Section 1 of Part 21 of the Schedule;

1.6.5 Automatic reinstatement of Sum Insured;

1.6.6 Professional Fees;

1.6.7 Local Authorities clause;

1.6.8 Replacement of computer records;

1.6.9 Terrorism;

1.6.10 72 hour clause;

1.6.11 Debris removal;

1.6.12 Computer Data Reinstatement subject to Cyber Clause;

1.6.13 Professional fees;

1.6.14 Public Authorities Reinstatement; and

1.6.15 Capital Additions.

1.7 **Maximum Deductibles**

£250 each and every loss.

2. **BUSINESS INTERRUPTION**

2.1 **The Insured**

Project Co and the Funders each for their respective rights and interests.

2.2 **Indemnity**

If any of the Insured Property under paragraph 1.2 of this Section 2 of Part 21 of the Schedule is lost, destroyed or damaged by any of the risks insured under paragraph

1.4 of this Section 2 of Part 21 of the Schedule above including loss which would be indemnifiable but for the application of excess/deductibles, which causes interruption to or interference with the operations of the hospital then this insurance will indemnify the Insured in respect of:-

2.2.1 Loss of gross revenue;

2.2.2 the additional expenditure necessary and reasonably incurred by the Insured to restore and maintain normal operations during the period of interruption for the sole purpose of avoiding or diminishing the amount for which the Insurers are liable above but not exceeding the sum by which such amount otherwise payable is reduced.

2.3 **Sum Insured**

A sum sufficient to cover the sums which form the subject of the Indemnity for the Indemnity Period - £1,000,000.

2.4 **Maximum Deductibles**

1 day each and every loss.

2.5 **Indemnity Period**

24 months.

2.6 **Main Exclusions**

As for paragraph 1.5 of this Section 2 of Part 21 of the Schedule above (paragraph 1.5.5 excluded).

2.7 **Main Extensions**

2.7.1 Interruption arising from loss or damage (to the extent the loss or damage would have been insured under paragraph 2.2 of this Section 2 of Part 21 of the Schedule above if it had affected the Insured Property under paragraph 1.2 of this Section 2 of Part 21 of the Schedule above) to the premises of suppliers where materials/plant/equipment for incorporation into the Project is being manufactured in respect of loss or damage caused by fire, lightning, aircraft and explosion only;

2.7.2 Interruption caused or contributed to by physical loss or damage to property in the vicinity of the hospital which shall prevent or hinder access or use;

2.7.3 Interruption caused by damage at third party premises where property relating to the hospital is stored and/or worked on;

2.7.4 Interruption caused by damage to the supply of water, gas, electricity or telecommunications system to the hospital;

2.7.5 Interruption caused by infectious disease causing all or part of the hospital to be unusable for its purpose, including the cancellation of bookings for accommodation surgery or treatment at the hospital in consequence of

such outbreak, or the closure of the whole or part of the hospital by the order of or on the advice of a Public Authority;

2.7.6 Interruption caused or contributed to the discovery of injury or illness sustained by any person arising from or traceable to foreign or injurious matter in food or drink provided in the hospital;

2.7.7 Professional charges clause; and

2.7.8 Terrorism.

3. **PUBLIC LIABILITY**

3.1 **The Insured**

Project Co and the Trust, *and the Funders* and sub contractors and Service Providers each for their respective rights and interests.

3.2 **Indemnity**

3.2.1 The legal liability of an Insured to pay damages as a result of death, injury, mental anguish or disease of any person or loss or damage to any property obstruction, loss of amenities, nuisance, trespass, stoppage of traffic, infringement of light, easement or quasi easement arising out of the ownership, maintenance and operation of the Facilities.

3.2.2 Costs and expenses to be also covered in addition to the Limit of Indemnity.

3.2.3 This policy does not include cover in respect of pure medical/clinical malpractice/negligence nor professional negligence nor Trustees', Directors' or Officers' Liability.

3.3 **Territorial Limits**

Worldwide.

3.4 **Limit of Indemnity**

Not less than £20,000,000 any one occurrence/unlimited and in the aggregate per annum for sudden and accidental seepage and pollution.

3.5 **Deductibles**

£1,000 in respect of each and every occurrence in respect of loss of or damage to property otherwise nil.

3.6 **Main Extensions**

3.6.1 Cross Liabilities clause;

3.6.2 For the purpose of this section the Insured includes the respective officers, directors, agents, servants and employees of an Insured (including Retained Employees);

- 3.6.3 To include cover for the following or their updated equivalent - Consumer Protection Act 1987, Data Protection Act 1998, Health and Safety at Work etc. Act 1974, Food Safety Act 1990 - Prosecution Defence Costs;
- 3.6.4 Defective Premises Act 1972;
- 3.6.5 Canteen and Welfare facilities;
- 3.6.6 Contractual Liability;
- 3.6.7 Contingent Motor Liability; and
- 3.6.8 Worldwide Jurisdiction.

3.7 **Main Exclusions**

- 3.7.1 Death of or bodily injury to or illness or disease contracted by the employees of the Insured claiming indemnity arising out of or in the course of their employment;
- 3.7.2 Property belonging to or in the charge of or under the control of the Insured other than the Trusts' property damaged by parties other than the Trusts;
- 3.7.3 Liability arising out of technical or professional advice given for a fee by the Insured or by any person acting on behalf of the Insured other than advice relating to the operation of the hospital in so far as insured under of paragraph 4 of Section 2 of this part of the Schedule;
- 3.7.4 Liability arising out of the use of motor vehicles for which compulsory insurance or security is required by legislation;
- 3.7.5 The cost of making good loss of or damage to property indemnified under the Material Damage All Risks insurance referred to in paragraph 1 of Section 2 of this part of the Schedule;
- 3.7.6 Liability arising from pollution or contamination unless caused by a sudden unintended and unexpected incident;
- 3.7.7 Liquidated damages or penalties under any agreement for delay or in connection with guarantees of performance or efficiency;
- 3.7.8 Terrorism; and
- 3.7.9 Losses arising from the failure to maintain medical equipment.

4. **MACHINERY BREAKDOWN – BUILDING SERVICES ONLY – COVER FOR MEDICAL EQUIPMENT TO BE MAINTAINED BY THE EQUIPMENT SUB CONTRACTOR**

4.1 **The Insured**

Project Co and the Trusts *and the Funders*, and the relevant subcontractors/Service Providers each for their respective rights and interests.

4.2 **Insured Property**

Property and interests of every description used for or in connection with the ownership maintenance and operation of the Hospital/Facilities.

4.3 Geographical Limits

Anywhere that comprises the Facilities and temporary removals elsewhere in the United Kingdom.

4.4 Indemnity

Mechanical or electrical breakdown of all machinery, plant boilers and ancillary equipment forming part of the Project.

4.5 Sum Insured

Full replacement value of all machinery and plant.

4.6 Main Exclusions

Wear and tear to renewable parts, overloading, fire, lightning, aircraft, explosion, riot, civil commotion, malicious damage, storm, tempest, flood, burst pipes.

4.7 Deductibles

£1,000 each and every loss.

5. BUSINESS INTERRUPTION INSURANCE FOLLOWING MACHINERY BREAKDOWN

5.1 The Insured

Project Co and the Funders each for their respective rights and interests.

5.2 Indemnity

In the event of loss or damage under the Machinery Breakdown policy referred to in paragraph 4 above, including loss which would be indemnifiable but for the application of excesses/deductibles, which causes interruption to or interference with the Project Operations, then this insurance will indemnify the Insured in respect of loss of gross revenue to include the cost of meeting loss of debt service plus fixed costs as defined in paragraph 2.2 of this Section 2 of Part 21 of the Schedule.

5.3 Sum Insured

A sum sufficient to cover the sums forming the subject of the Indemnity for the Indemnity Period.

5.4 Maximum Deductibles: 1 day.

5.5 Indemnity Period:

3 months.

5.6 Main Exclusions

As for paragraph 1.5 of this Section 2 of Part 21 of the Schedule.

6. OTHER INSURANCES

Compulsory insurances – To comply with all statutory requirements, including Employers Liability and Motor Insurance – See section 4.2.

APPENDIX 1

FORM OF BROKER'S LETTER OF UNDERTAKING

To: [The Trust]

[date]

Dear Sirs,

We confirm in our capacity as insurance broker to Project Co

1 that the insurances (the "**Insurances**") specified in Section 2 of Part 21 of the Schedule of the Project Agreement (the "**Project Agreement**") dated [] between the Trust and [("**Project Co**")] are as at today's date in effect on and in respect of the risks as set out in the attached **draft policies/cover notes**, and otherwise in accordance with the Insurers' Policy terms and conditions and that all requirements in respect of such Section 1 of Part 21 of the Schedule of the Project Agreement are satisfied in respect of the Insurances. We also confirm that the relevant endorsements set out in the appendix to this letter are in full force and effect in respect of the Insurances. Terms defined in the Project Agreement shall have the same meaning in this letter.

2 that the insurances specified in Section 2 of Part 21 of the Schedule of the Project Agreement will be available with effect from the actual completion date, and that we have received Insurers' undertakings confirming the availability of such cover on such date in accordance with standard Insurance industry practise. We also confirm that the relevant endorsements set out in appendix to this letter will be in full force and effect upon completion of the Facility, and placement of the Insurances pursuant to Section 2 of Part 21 of the Schedule, in accordance with Insurers' undertakings as mentioned above. Terms defined in the Project Agreement shall have the same meaning in this letter.

Pursuant to instructions received from the Project Co and in consideration of your approving our appointment or continuing appointment as brokers in connection with the Insurances, we hereby undertake in respect of the interests of the Trust and the other insured parties in the Insurances referred to in the attached **draft policies/cover notes**:-

1. to use our reasonable endeavours **to** have endorsed on each and every policy evidencing the Insurances when the same is issued endorsements substantially in the form attached to this letter;
2. to pay all proceeds from the Insurances received by us in accordance with the relevant loss payable clauses set out in paragraph [] of the appendix of endorsements attached to this letter;
3. to advise the Trust as required under paragraph 8 of the appendix of endorsements attached to this letter;
4. forthwith upon request, to supply to you and/or your insurance advisers (or your or their authorised representatives) copies of all placing slips;
5. promptly upon request to make available to you the originals of certificates, cover notes, renewal receipts and confirmations of renewal and payment of premiums and all policy documents in respect of the Insurances [and/or all such documents held by us and not to dispose of or deliver these to any person without:
 - a) keeping a true and certified copy of the same; and
 - b) giving at least 10 Business Days' prior written notice of the intent to do so to you.]¹;
6. to disclose to the Insurers any fact, change of circumstance or occurrence material to the risks insured against under the Insurances promptly when we become aware of such fact,

¹ PCB suggestion, to be reviewed by PFU.

change of circumstance or occurrence;

7. to treat as confidential all information marked as or otherwise stated to be confidential and supplied to us by any person for the purposes of disclosure to the Insurers under the Insurances and not to disclose, without the written consent of that person, such information to any third party other than the Insurers under the Insurances in satisfaction of our undertaking in paragraph 4; and
- 8.. to notify the Trust at least 90 Business Days prior to our ceasing to act as brokers to the Project Co, unless impracticable because of circumstances beyond our control, in which case we shall notify the Trust promptly upon becoming aware that we shall cease, or have ceased, so to act.

The above undertakings are given:

- (a) subject to any Insurers' right of cancellation following default in excess of 30 Business Days in payment of premiums due and owing in respect of the Insurances, but we undertake to give you a reasonable opportunity of paying such premiums before notification of cancellation on behalf of the insurers; and
- (b) subject to our continuing appointment for the time being as insurance brokers to Project Co.

This letter shall be governed by and construed in accordance with the laws of England and Wales.

Yours faithfully,

APPENDIX 2

ENDORSEMENTS (these will only apply to the following insurances in this Part of the Schedule: Section 1, paragraphs 1 and 3 and Section 2, paragraphs 1, 3 and 4)

7. NON VITIATION

The Insurers undertake to each Insured that the policy shall not be invalidated as regards the rights and interests of such Insured and that the Insurers will not seek directly or indirectly to avoid any liability under this policy because of any act, neglect, error or omission made by any other Insured (whether occurring before or after the inception of the policy), including any failure by any other Insured to disclose any material fact, circumstance or occurrence, any misrepresentation by any other Insured or any breach or non-fulfilment by any other Insured of any condition, warranty or provision contained in the policy, whether or not any such act, neglect, error or omission could, if known at any time, have affected any decision of the Insurers to grant the policy, to agree to any particular term or terms of the policy (including this endorsement and the amount of any premium) or to act or refrain from acting in any way whatsoever in relation to this policy or to any liability which might arise hereunder.

8. WAIVER OF SUBROGATION

The Insurers agree to waive all rights of subrogation howsoever arising which they may have or acquire against any Insured (including the Trust) and the respective parents, affiliates, officers, directors, employees, sub-contractors, agents or representatives of any of the Insured;

9. SEPARATE POLICY

It is agreed that the inclusion of one or more Insured in this policy shall not affect the rights of any Insured as respects any claim, demand, suit or judgement made or brought by or for any other Insured or by or for any employee of any Insured. This policy shall protect each insured in the same manner as though a separate policy had been issued to each, but the inclusion herein of more than one Insured shall

not serve to increase the limit of the Insurers' liability. The liability of the Insurers under this policy to any one Insured shall not be conditional upon the due observance and fulfilment by any other Insured party of the terms and conditions of this policy or of any duties imposed upon that Insured party relating thereto, and shall not be affected by any failure in such observance or fulfilment by any such other Insured party.

10. PRIMARY COVER

The Insurers agree that this insurance shall be primary to and not excess to (except in respect of any layers of third party cover effected specifically for the Project) or contributing with any other insurance maintained by any Insured.

11. CANCELLATION AND NON-RENEWAL

11.1 This policy shall not be cancellable except in respect of non-payment of premium.

11.2 The Insurer shall advise the Trust:-

11.2.1 at least thirty (30) Business Days any such cancellation is to take effect

11.2.2 of any default in the payment of any premium payable under the policy;

11.2.3 at least 30 Business Days before any reduction in limits or coverage or any increase in deductibles is to take effect; and

11.2.4 of any act or omission or of any event of which the Insurers have knowledge and which might invalidate or render unenforceable the policy in whole or in part.

11.3 The Insurers agree that at the request of the Insured it will extend the Period of Insurance hereunder by 30 days at a premium not exceeding pro rata. This extension shall be subject to the existing terms, conditions and exclusions of the policy.

so that there is not, under any circumstances, a break in the period of insurance and the Insurers shall pass outstanding premium notices to the Trust who (without

prejudice to paragraph 8 below) may pay the premium, any call or other amount owing in respect of the insurance and such payment shall be accepted by the Insurers in satisfaction and discharge of Project Co's or other Insured's obligation to pay such amount.

12. **NOTICES**

12.1 All notices or other communications under or in connection with the policy will be given in writing or by fax to the Trust. Any such notice will be deemed to be given as follows:-

12.1.1 if in writing, when delivered; and

12.1.2 if by fax, when transmitted but only if the sender's fax machine confirms successful transmission.

12.2 The addresses and fax numbers of the *Trusts* for all notices under or in connection with the policy are those notified from time to time by the Trusts or the Relevant Trust for this purpose to the insurance broker at the relevant time. The initial addresses and fax numbers of the Trust are as follows:-

Lanarkshire Primary Care NHS Trust

Address : Trust HQ, Strathclyde Hospital, Airbles Road, Motherwell ML1 3BW

Fax No : 01698-245009

Attention : Chief Executive

13. **ADEQUACY OF INFORMATION**

The Insurers acknowledge that:

13.1 they have received adequate information in order to evaluate the risk of insuring Project Co in respect of the risks hereby insured on the assumption that such information is not materially misleading; and

13.2 there is no information which has been relied upon or is required by the Insurers in respect of their decision to insure the Trust or their directors, offices, employees or agents.

14. PAYMENT OF PREMIUM

The Trust and their respective servants, agents, officers, directors, employees, secondees and assigns shall (whether or not they are insured parties under the policy) in no circumstances be liable for the payment of any premium or to perform any other obligation owed to the Insurers but this shall not relieve Project Co from its obligation to pay any premium due under this policy. The Insurers shall not be entitled to offset any sums payable to the Trust against any premium or other monies owing by Project Co.

15. TRUST AS INSUREDS

Except in the case of Employer's liability, Professional Indemnity and Motor Insurance, the Trust are Insureds under this policy, which Insureds also include the Trust's respective servants, agents, officers, directors, employees, secondees and assigns and the Insurers hereby undertake that such parties may not be removed as Insureds under this policy without the prior written consent of the Trust.

16. WAIVER

The Insurers waive all rights of contribution or average against any other insurance effected by the Trust.

17. CONSENT

The sums insured and risks covered under the insurances may not be reduced in any way without the prior written consent of the Trust.

18. MISCELLANEOUS

18.1 If this policy is allowed to lapse, is suspended or cancelled for any reason whatsoever, or any change is made in coverage, such change, suspension, cancellation or lapse shall not

be effective as to the Trust or any of their respective servants, agents, officers, employees, secondees and assigns, for thirty (30) days after the issue of written notice from the relevant underwriters or Insurers to the Trust of such suspension, cancellation, change or lapse.

- 18.2 The Insurers acknowledge receipt of consideration for the inclusion of the Trust in the policy.
- 18.3 This endorsement overrides any conflicting provision in any policy to which it appears will conflict with the lenders endorsements.

SECTION 1A OF PART 22 OF THE SCHEDULE: VARIATION PROCEDURE - INTERPRETATION

For the purposes of this Agreement, and in particular this Part 22 of the Schedule (*Variation Procedure*), unless the context requires otherwise:

"Capital Expenditure"	means capital expenditure (as such term is interpreted in accordance with generally accepted accounting principles in the United Kingdom from time to time);
"Commencement Date"	means the date set out in the Certificate of Commencement;
"Directive"	means the Acquired Rights Directive EC 77/187;
"Executive"	has the meaning given to it in the Construction (Design and Management) Regulations 1994 as referred to at Section 2 of Part 8 of the Schedule (<i>Construction Matters</i>);
"Funding Shortfall"	has the meaning given in paragraph 2.1 of Section 2 of Part 22 of the Schedule (<i>Variation Procedure</i>);
"General Procedure"	has the meaning given in paragraph 1.1 of Section 3 of Part 22 of the Schedule (<i>Variation Procedure</i>);
"IRR"	means the real internal rate of return on Shareholders' equity and subordinated debt which shall be that rate of return calculated in accordance with the Financial Model at the Commencement Date;
"Qualifying Variation"	means a Variation (other than any revision to or substitution for the Method Statements pursuant to Clause 27.3 (<i>Services</i>)) for which a Variation Confirmation has been issued and the supplementary agreement referred to in paragraph 4.5 of Section 1 of Part 22 of the Schedule (<i>Variation Procedure</i>) has become unconditional in all respects;
"Room Data Sheets"	has the meaning described in Part 8 of the Schedule (<i>Construction Matters</i>);

"Schedule of Small Works Rates"	means the schedule of labour rates for Small Works, referred to in paragraph 1 of Section 4 of Part 22 of the Schedule (<i>Variation Procedure</i>), to be agreed or determined annually in accordance with paragraph 2 of that Part of that Schedule;
"Service Variation"	means a variation to a Service in accordance with Part 22 of the Schedule (<i>Variation Procedure</i>);
"Small Works"	means works of a minor nature that are requested by the Trust to be carried out having an individual cost not exceeding £1,000.00 (index linked), or as otherwise agreed from time to time, but excluding any operation or work which will increase the likelihood of the Facilities not complying with the requirements described in Section 4 of Part 18 of the Schedule (<i>Payment Mechanism</i>), will increase the cost to Project Co of performing the Project Operations or will materially hinder Project Co in the performance of the Services;
"Trust Additional Works Confirmation"	means the Variation Confirmation issued by the Trust's Representative pursuant to paragraph 4.5 of Section 1 of Part 22 of the Schedule (<i>Variation Procedure</i>) in respect of a Trust Additional Works Variation;
"Trust Additional Works Enquiry"	means a Variation Enquiry issued by the Trust's Representative pursuant to paragraph 2.1(c)(ii) of Section 1 of Part 22 of the Schedule (<i>Variation Procedure</i>);
"Trust Additional Works Item"	means an item of works affecting the Facilities (being any work of alteration, addition, demolition or extension or any variation in the quality or function of the Facilities) which: (a) is not Maintenance Works or Small Works or work otherwise required to ensure that Project Co complies with its duties under this Agreement; and (b) is to be carried out after the Actual Completion Date, and which is required to comply with a Trust Additional Works Variation;

"Trust Additional Works Variation"	means additional Works initiated by the Trust in accordance with Part 22 of the Schedule (<i>Variation Procedure</i>);
"Trust Service Variation"	means a Service Variation initiated by the Trust in accordance with Part 22 of the Schedule (<i>Variation Procedure</i>);
"Trust Service Variation Enquiry"	has the meaning given in paragraph 2.1 (c) (iii) of Section 1 of Part 22 of the Schedule (<i>Variation Procedure</i>);
"Trust Works Variation"	means a variation to the Works initiated by the Trust in accordance with Part 22 of the Schedule (<i>Variation Procedure</i>);
"Trust Works Variation Confirmation"	means a Variation Confirmation issued in accordance with paragraph 4.5 of Section 1 of Part 22 of the Schedule (<i>Variation Procedures</i>) following agreement or determination of the matters set out in paragraph 4.3 of Section 1 of Part 22 of the Schedule (<i>Variation Procedure</i>) in respect of a Trust Works Variation;
"Trust Works Variation Enquiry"	has the meaning given in paragraph 2.1 (b) of Section 1 of Part 22 of the Schedule (<i>Variation Procedure</i>);
"Variation"	means a Trust Works Variation, a Trust Additional Works Item and/or a Trust Service Variation (as the case may be);
"Variation Confirmation"	has the meaning given in paragraph 4.5 of Section 1 of Part 22 of the Schedule (<i>Variation Procedure</i>);
"Variation Enquiry"	has the meaning given in paragraph 2.1 of Section 1 of Part 22 of the Schedule (<i>Variation Procedure</i>);
"Works Variation Capital Limit"	means £ ; and
"Works Variation Delay Limit"	means a period of .

SECTION 1 OF PART 22 OF THE SCHEDULE: VARIATIONS

1. General

Subject to receiving the Variation Confirmation issued in accordance with the terms of this Schedule and to any Consent which must be obtained or modified being so obtained or modified and subject to the other provisions of this Schedule, Project Co shall be under a duty to implement a Variation. Project Co will not be entitled to any payment or compensation for or in respect of a Variation save as provided in accordance with this Schedule.

2. Variation Enquiries

2.1 A Variation Enquiry shall be a document issued by the Trust's Representative which:

- (a) states on its face that it is a Variation Enquiry;
- (b) states, in the case of a Trust Works Variation or a Trust Additional Works Item, whether it is the intention of the Trust that the Trust will pay a capital sum in respect of the Variation in accordance with paragraph 3 of Section 2 of Part 22 of the Schedule or whether it is the intention of the Trust that Project Co should seek to obtain finance in accordance with Section 2 of this Schedule; and
- (c) in the case of:
 - (i) a Trust Works Variation, specifies the nature of the Trust Works Variation and which of the provisions of the Trust's Construction Requirements and/or Project Co's Proposals are required to be amended to accommodate the relevant Trust Works Variation; or
 - (ii) a Trust Additional Works Variation, specifies:
 - (aa) the nature and scope of the relevant Trust Additional Works Item to the same level of detail as set out in Project Co's Proposals and/or the Trust's Construction Requirements; and
 - (bb) the times at or by which the Trust wishes the work at the Facilities to implement the relevant Trust Additional Works Item to be commenced and completed; or

- (iii) a Trust Service Variation specifies, the nature of the Trust Service Variation and is accompanied by a marked up or amended version of the relevant section(s) of the Method Statements and/or Output Requirements.

2.2 The Trust's Representative may not issue a Variation Enquiry other than in accordance with the provisions of this Section 1.

3. Project Co Response to Variation Enquiry

Preliminary Indicative Information

3.1 Prior to giving a notice referred to in paragraph 3.2 of this Section 1:

- (a) Project Co shall within fifteen (15) Business Days of receipt of a Variation Enquiry:
 - (i) give to the Trust in good faith a preliminary non-binding indication of the estimated cost of implementing the Variation and provide such other information about the Variation as is available to Project Co and which it believes is useful to the Trust; and
 - (ii) in the case of a Trust Works Variation, such information shall include in particular Project Co's estimated effect on the date when the Actual Completion Date will occur;
- (b) if Project Co provides an indication referred to in paragraph 3.1 (a)(i), the Trust shall within a further five (5) Business Days of its receipt confirm whether or not it wishes Project Co to proceed to respond to the Variation Enquiry in accordance with provisions of paragraph 3.2; and
- (c) in the case of a Variation Enquiry for a Trust Works Variation or a Trust Additional Works Item where the Trust has stated an intention that Project Co should obtain finance, Project Co will, if so required in the Variation Enquiry, use reasonable endeavours to obtain an initial non-binding response from the Funders as to availability of finance for the Variation in advance of performing its obligations under Section 2 of this Schedule.

Project Co Response

3.2 Within one (1) month of receipt of a Variation Enquiry or (if the provisions of paragraph 3.1(b) apply) within one (1) month of the Trust confirming that it wishes Project Co to proceed with responding to the Variation Enquiry or in either case such longer period as may be agreed by

the parties or determined in accordance with Part 26 of the Schedule (*Dispute Resolution Procedure*) as reasonable given the nature of the Variation Enquiry and all other relevant considerations, Project Co shall either:

- (a) give notice to the Trust's Representative that it objects to the Variation Enquiry stating the grounds of the objection. Project Co may only object to a Variation Enquiry on one or more of the following grounds:
 - (i) that implementation of the Variation would materially and adversely affect the health and safety of any person; or
 - (ii) that implementation of the Variation would:
 - (aa) infringe any Law; or
 - (bb) cause any existing Consent (which is not reasonably likely, on a balance of probabilities, to be capable of modification) to be revoked; or
 - (cc) require a new Consent which will not (using all reasonable endeavours) be obtainable; or
 - (dd) have a material and adverse effect on the performance of the Project Operations (except those Project Operations which have been specified as requiring to be amended in the Variation Enquiry) in a manner not compensated pursuant to this Schedule; or
 - (ee) be a departure from Good Industry Practice; or
 - (iii) that the Trust does not have the legal power or capacity to require the Variation to be implemented or to do anything envisaged by this Schedule in respect of, or in connection with, the Variation; or
 - (iv) in the case of a Variation Enquiry where the Trust has stated an intention that Project Co should obtain finance, either that Project Co has performed its obligations under paragraphs 1.1 and 1.2 of Section 2 of this Schedule and that finance is not available at the date of such notice to Project Co to implement the Variation, or that Project Co has not yet performed such obligations in which case the provisions of paragraph 3.3 of Section 1 shall apply; or
 - (v) that the Variation would, if implemented, result in a change in the essential nature of the Hospital; or

- (vi) that the Variation Enquiry does not comply with paragraph 2 of this Section 1;
or
- (vii) in the case of:
 - (aa) a Trust Works Variation, that the Capital Expenditure required in respect of the Trust Works Variation, when taken together with the Capital Expenditure in respect of other Trust Works Variations which are Qualifying Variations, exceeds the Works Variation Capital Limit;
or
 - (bb) a Trust Works Variation, that the delay to the date on which the Actual Completion Date will occur caused by the Trust Works Variation, when taken together with the delays caused by other Trust Works Variations which are Qualifying Variations, will exceed the Works Variation Delay Limit; or
 - (cc) a Trust Additional Works Item, that the time specified for commencement and/or completion of the Trust Additional Works Item cannot reasonably be achieved by Project Co; or
 - (dd) a Trust Service Variation, that the time (if any) specified for implementation of the Trust Service Variation cannot reasonably be achieved by Project Co; or
- (viii) that the information contained in the Variation Enquiry is inadequate to enable Project Co to respond in accordance with paragraph (b) below (on the assumption, whether or not the case, that it has no objection under paragraphs (i)-(vii));
or
- (b) give notice to the Trust's Representative stating:
 - (i) the steps which Project Co proposes to take to implement the Variation giving such level of detail as is reasonable and appropriate in all the circumstances;
 - (ii) Project Co's estimated out of pocket expenditure or estimated savings in respect of the Variation having regard to all relevant facts and matters, including:
 - (aa) any costs (by line item) incurred or to be incurred under paragraph 5 of this Section 1 (*Consents*);

- (bb) in the case of a Trust Works Variation, the provisions governing the valuation of variations (however described) in the Construction Contract and any capitalised interest or other costs which may be incurred by Project Co as a result of any delay to the Actual Completion Date by reason of such Trust Works Variation; and
 - (cc) in the case of a Trust Service Variation, any Capital Expenditure or other lump sum expenditure likely to be incurred in the course of the implementation of the Trust Service Variation;
- (iii) in the case of a Trust Works Variation, whether, in the view of Project Co, implementing the Trust Works Variation Enquiry would be likely to prevent the Actual Completion Date from occurring at the Completion Date (prior to any adjustment being made to the Completion Date by reason of the implementation or proposed implementation of the Trust Works Variation) and, if so, giving an estimate of the extension of time likely to be required (subject to any further time required to obtain or amend any Consent);
- (iv) any Consent which must be obtained or amended for the Variation to be implemented and the latest date by which Project Co must receive a Variation Confirmation and any such Consent must be obtained or modified for the matters set out in (i)-(iii) above to remain valid, such date being a reasonable period of time after service of the notice by Project Co under this paragraph 3.2(b) to enable the Trust's Representative to consider any matter under paragraph 4.1(c) below;
- (v) whether Project Co considers that a Service Variation, including, in the case of a Variation Enquiry for a Service Variation, another Service Variation (which for the purpose of this paragraph 3.2(b)(v), shall include a change in the cost to Project Co of performing periodic or life cycle maintenance) shall be required as a consequence of the Variation specified in the Variation Enquiry and, if so, stating the matters specified in this paragraph 3.2 in respect of such Service Variation;
- (vi) such amendments to the provisions of the Availability Deduction Mechanism and the Performance Monitoring System and other associated provisions of this Agreement which are necessary as a consequence of the Variation, the

objective of such amendments being to ensure that (save for the obligation of the Trust to make payments or altered payments in respect of the Variation or any other adverse consequences for the Trust arising from the Variation itself) the parties are in no better and no worse position in relation to the Project than they would have been in if such Variation had not been implemented; and

- (vii) whether, in the view of Project Co, implementing the Service Variation or the Trust Additional Works Item, would cause any Non-Availability to all or any part of the Facilities and/or cause the issue of any Service Failure Points, giving an estimate in each case of relief from any Non-Availability or Service Failure Points required to put the parties in no better and no worse position in relation to the Project than they would have been in if such Variation had not been implemented.

3.3 *Finance*

If Project Co shall give notice pursuant to paragraph 3.2(a)(iv) and it has not performed its obligations under paragraphs 1.1 and 1.2 of Section 2 of this Schedule then it shall, as soon as reasonably practicable, perform such obligations. In the case of a Trust Works Variation, if Project Co cannot obtain finance from the sources referred to in paragraph 1 of Section 2 of this Schedule, the timetable set out in this Part for implementation of the Variation shall be suspended until the Trust either instructs Project Co to proceed with, or withdraws, the Variation as contemplated in paragraph 1.3 of Section 2 of this Schedule (which the Trust shall decide and notify Project Co within twenty (20) Business Days of the notification from Project Co to the Trust in accordance with paragraph 1.3 of Section 2 (*Funding not available*)). If the operation of those provisions results in finance being available then, as soon as practical after such finance becomes available, Project Co shall, unless it has other objections falling within paragraph 3.2(a)(i)-(iii) or (v)-(viii) (inclusive), give a notice pursuant to paragraph 3.2(b) of this Section and the other provisions of this Section shall come into operation accordingly.

4. Resolution of Disputes and Variation Confirmation

- 4.1 Within ten (10) Business Days of receipt of the notice referred to in paragraph 3.2 of this Section:

- (a) if Project Co has served a notice under paragraph 3.2(a) but the Trust's Representative does not accept that Project Co is entitled to object to the Variation Enquiry, the matter may be referred for resolution in accordance with Part 26 of the Schedule (*Dispute Resolution Procedure*) and if the Dispute is resolved in favour of the Trust then Project Co shall forthwith give the notice referred to in paragraph 3.2(b);
 - (b) if the contents of the notice under paragraph 3.2(b) shall be to the satisfaction of the Trust's Representative he shall so inform Project Co and the parties shall proceed to agree or determine all the matters referred to in paragraph 4.3 of this Section; or
 - (c) if he wishes to consider further any matter, the Trust's Representative may give notice to that effect to Project Co provided that if no response is given under subparagraph (b) of this paragraph 4.1 prior to the date referred to in paragraph 3.2(b)(iv), (*Latest date for Variation Confirmation*) the Variation Enquiry shall be deemed to have been withdrawn; or
 - (d) if any aspect of a notice under paragraph 3.2(b) shall not be to the Trust's Representative's satisfaction he shall so notify Project Co and shall specify the alterations to the notice which he would require in order to be so satisfied.
- 4.2 If the Trust's Representative has given a notice referred to in paragraph 4.1(d) of this Section then, unless agreement has been reached with Project Co within a further ten (10) Business Days from the date of issue of that notice (in which case the Trust's Representative shall proceed pursuant to paragraph 4.1(b) of this Section) or the Trust's Representative withdraws the Variation Enquiry, the outstanding Dispute shall be referred for resolution in accordance with Part 26 of the Schedule (*Dispute Resolution Procedure*) to be determined (if the Trust's Representative so requires it) concurrently with any matter referred to in paragraph 4.3 of this Section. In seeking to reach agreement and/or in so determining a Dispute pursuant to this paragraph or to paragraph 4.3, the criterion to be applied to resolve any such dispute (except where another criterion or other criteria are expressly or by implication stated in this Schedule) shall be that Project Co shall be in no worse position in relation to the Project and the Works after the Variation is implemented than it would have been in had the Variation not been implemented.
- 4.3 The parties shall meet and seek to agree the matters referred to in paragraphs 4.3(a) and 4.3(b) in relation to the Variation, failing which agreement being reached in a reasonable

period of time, either party may refer any matter for resolution in accordance with Part 26 of the Schedule (*Dispute Resolution Procedure*). The matters to be agreed or determined are:

- (a) in relation to the terms of the Variation:
 - (i) any alteration to the Completion Date;
 - (ii) the Capital Expenditure required to implement the Variation or saved by such implementation and any costs or expenditure recoverable by Project Co and/or any out of pocket costs or expenditure to be met by the Trust under this Schedule in connection with or as a consequence of the Variation and the timing and method of payment thereof (including, where applicable, payment pursuant to paragraph 3 of Section 2 of this Schedule);
 - (iii) the specification of any Service Variation (including any further Service Variation) required in connection with the Variation and whether Project Co has any right to object to such Service Variation under the provisions of this Schedule;
 - (iv) any alteration to the Service Payment pursuant to the provisions of Section 3 of this Schedule and the other results of the operation of Section 3 in accordance with the provisions of that Section;
 - (v) any amendment to the provisions of this Agreement which is referred to in paragraph 3.2(b)(vi); and
 - (vi) any relief to be granted to Project Co in respect of any Non-Availability or Service Failure Points as referred to in paragraph 3.2(b)(vii) (*Relief*),
in each case occasioned by the Variation; and
- (b) the terms of a supplementary agreement under which:
 - (i) as required to give effect to the Variation in each case, the Trust's Construction Requirements and/or Project Co's Proposals are amended (in respect of any Trust Works Variation or Trust Additional Works Item); and/or provision is made for the amendment of the as-built drawings and specifications, including Room Data Sheets and other records, drawings, operating and maintenance manuals, the asset register, the health and safety file (all on completion of a Trust Additional Works Item); and/or the Method Statements or Output Requirements are amended in respect of any Service Variation; and

- (ii) the matters referred to in paragraph 4.3 of this Section are fully recorded and given effect as amendments to and/or other variations to the provisions of this Agreement and/or such other documentation as is necessary.

Trust Funding Information

4.4 The Trust shall upon request from Project Co provide information to Project Co to show how the Service Payments (as altered in accordance with Section 3) and any capital sum payable in accordance with paragraph 3 of Section 2 will be funded by the Trust, including, to the extent that the Trust is required to obtain the same, in accordance with the procedures applicable to the Trust or the NHS (or any successor of it):

- (a) written approval to the proposed Variation (and the financial consequences for the Trust) by each of NHS Lanarkshire and the Scottish Executive and giving satisfactory comfort to Project Co regarding affordability and the legal capacity of the Trust to require and implement the variation, in the manner contemplated by the Variation Enquiry; and
- (b) letters from the principal purchasers or commissioners of healthcare services from the Trust (or their equivalent) confirming how the Variation is to be funded and, where required by such procedures, confirming their approval of the Variation,

and, where so requested, Project Co's satisfaction (acting reasonably and without delay) with the information referred to in this paragraph 4.4 shall be a condition of the Variation Confirmation becoming effective.

4.5 Upon the agreement or determination of all the matters referred to in paragraph 4.3, and upon any Consent having been modified or obtained, in accordance with paragraph 5 (*Consents*) in terms reasonably satisfactory to Project Co and the Trust, and upon the provision by Project Co to the Trust of evidence reasonably satisfactory to the Trust of the availability of committed funding for the Variation (subject only to any condition relating to the issue of the Variation Confirmation pursuant to this paragraph), the Trust's representative shall, by notice (a "Variation Confirmation") confirm the Variation. Upon the issue of the Variation Confirmation, the parties shall enter into the supplementary agreement referred to in paragraph 4.3, subject to and conditional upon any relevant funding procured by Project Co becoming unconditionally available for drawdown to Project Co.

4.6 Upon the Variation Confirmation being issued and the supplementary agreement referred to in paragraph 4.5 becoming unconditional in all respects:

- (a) the relevant Variation shall be a Qualifying Variation; and
- (b) the rights and liabilities of the parties under this Agreement shall be construed accordingly.

5. Consent and Variations

- 5.1 If it shall be necessary to obtain or amend any Consent in respect of any Variation then Project Co shall use all reasonable endeavours to obtain and, where the co-operation and involvement of both parties is required, the Trust shall use all reasonable endeavours to assist and co-operate in obtaining, such Consent. The provisions of Clause 16 (*Consents and Planning Approval*) shall apply in relation to Planning Permissions, save that the time taken to obtain such Consent shall be taken into account for the purposes of determining any extension of time and any other amounts payable by the Trust to Project Co under this Schedule.
- 5.2 If it shall not be possible to obtain any such Consent as is referred to in paragraph 5.1 above by the latest date when a Variation Confirmation could be given with regard to the Variation in question in accordance with the notice by Project Co pursuant to paragraph 3.2(b) of this Section 1, the Variation Enquiry shall be deemed to be withdrawn and the provisions of paragraph 7 of this Section 1 shall apply accordingly.

6. Valuation of Variations

Trust Works Variations

- 6.1 The General Procedure shall be operated in respect of Trust Works Variations so that, subject to the other provisions of this Agreement providing for the adjustment of any amount payable under this Agreement, the Capital Expenditure used to assess the effect of the Qualifying Variation in respect of the Trust Works Variation shall be:
- (a) the proposed amount of Capital Expenditure in respect of the Trust Works Variation specified in Project Co's notice under paragraph 3.2(b) of this Section 1; or
 - (b) (if that sum was not agreed by the Trust's Representative) the corresponding sum in respect of that Trust Works Variation which was agreed by the Trust's Representative and Project Co or determined in accordance with Part 26 of the Schedule (*Dispute Resolution Procedure*).

Trust Additional Works Items

6.2 The General Procedure shall be operated in respect of Trust Additional Works Items, subject to paragraph 8 of this Section 1.

Trust Service Variations

6.3 The General Procedure shall be operated in respect of Trust Service Variations so that the variation in Project Co's costs used to assess the effect of the Qualifying Variation under the General Procedure shall be the actual variation in costs which Project Co and the relevant Service Provider will incur in order to implement the Service Variation (whilst preserving (but not increasing) any margin charged by Project Co and the Service Provider on their respective costs). Project Co shall obtain from the relevant Service Provider and disclose to the Trust's Representative the costs of providing the Service to which the Trust Service Variation relates for the period from and including the Payment Commencement Date together with the Service Provider's computation of the variation in its costs resulting from the Trust Service Variation, taking into account:

- (a) existing labour rates applying to providers of services which correspond to the Service to which the Trust Service Variation relates, in the open market;
- (b) resulting changes in the Service Providers' workforce including costs and provisions associated with the Transfer Regulations and/or the Directive;
- (c) the changes in the Method Statements and Output Requirements and any other Variations to this Agreement arising out of the Trust Service Variation;
- (d) any change in risk transfer; and
- (e) changes in working methods including associated capital investment (and the costs of providing such capital) reasonably required to be made by Project Co or the relevant Service Provider other than Variations in the Facilities which fall to be dealt with under Sections 1 or 2 of Part 22 of the Schedule.

6.4 If the Trust Service Variation will result in any employees of Project Co and/or the relevant Service Provider becoming redundant, the costs of any redundancy payments which require to be paid to each such employee under the Employment Rights Act 1996 and the terms and conditions of their employment shall be paid by the Trust to Project Co in the Contract Month in which redundancy occurs save to the extent that such redundancy payments have been increased by reason of any failure by the relevant employer to act reasonably so as to minimise such payments (including any failure to take reasonable efforts to redeploy such employees within the business of Project Co and/or the relevant Service Provider).

7. Withdrawal

The Trust's Representative may withdraw a Variation Enquiry at any time prior to the issue of a Variation Confirmation, or, in the case of a Variation which requires the obtaining of, or an amendment to any Consent, the date when the last such Consent is granted, whichever shall be later. In the case of a withdrawal or deemed withdrawal the Trust shall pay Project Co all out of pocket expenses reasonably and properly incurred by Project Co in connection with the Variation.

8. Particular provisions in respect of the implementation of Trust Additional Works Items

- 8.1 Where Project Co does not intend to use its own resources to execute any Trust Additional Works Items it shall comply with Good Industry Practice with the objective of ensuring that it obtains good value for money (taking into account all relevant circumstances including, in particular, the requirement that Project Co should be no worse off as a result of the implementation of the Trust Additional Works Enquiry) when procuring any work, services, supplies, materials or equipment required for the Trust Additional Works Items. To avoid doubt, where the Capital Expenditure in respect of the Trust Additional Works Item is expected to exceed a value of two thousand five hundred pounds (£2,500) Sterling (index linked) Project Co's obligations under this paragraph shall (unless otherwise agreed) include an obligation to seek and evaluate competitive tenders.
- 8.2 Where the implementation of any Trust Additional Works Item by Project Co is subject to the CDM Regulations, the following provisions shall apply:
- (a) Project Co shall timeously serve on the Executive a declaration pursuant to CDM Regulation 4 in respect of the proposed Trust Additional Works Item and shall act as "the client" in relation to the relevant Trust Additional Works Item for all the purposes of the CDM Regulations;
 - (b) Project Co shall comply with all of the obligations incumbent on the client under the CDM Regulations in relation to the relevant Trust Additional Works Item; and
 - (c) Project Co shall, as soon as reasonably practicable following the completion of the relevant Trust Additional Works Item, issue to the Trust three copies of either the health and safety file prepared in relation to the relevant Trust Additional Works Item (where prior to the implementation of the relevant Trust Additional Works Item no

health and safety file existed in respect of the structure or structures affected by the relevant Trust Additional Works Item) or the relevant page or pages to be added to (or substituted for existing pages in) any existing health and safety file affected by the implementation of such Trust Additional Works Item.

- 8.3 Notwithstanding any other express provision of this Agreement, where the Trust considers, in its sole discretion (acting reasonably and having taken appropriate legal and technical advice), that the procurement of any Trust Additional Works Item would be governed by any element of the Procurement Legislation with the result that the Trust itself is under a duty competitively to tender any contract in relation to such Trust Additional Works Item in accordance with such Procurement Legislation, the Trust shall not be obliged to issue a Variation Enquiry to Project Co in relation to such Trust Additional Works Item and shall be free to procure such Trust Additional Works Item by any means it sees fit (which, to avoid doubt, may include awarding a contract to a third party in relation to such work).
- 8.4 Where the Trust exercises its right under paragraph 8.3, the parties shall (as soon as possible following the decision of the Trust so to exercise) meet and seek to agree such course of action (which may include, where relevant, changes to the terms of the Agreement, granting relief from liability or the payment of compensation) as is necessary to leave Project Co (as far as is possible) in no better and no worse a position following the Trust exercising such right than it would have been had the Trust not exercised the right and had not sought to procure the Trust Additional Works Item. If the parties shall fail to agree on the necessary course of action, not less than thirty (30) Business Days prior to the award by the Trust of any contract in relation to the Trust Additional Works Item, the issue of what course of action is so necessary may be referred for determination in accordance with Part 26 of the Schedule (*Dispute Resolution Procedure*).
- 8.5 Notwithstanding any other express provision of this Agreement, as between the Trust and Project Co, the taking of and the consequences of any action by the Trust in accordance with paragraph 8.3 shall not give rise to any rights for Project Co or any liability for the Trust (whether in contract, tort or otherwise) other than as may be agreed or determined in accordance with paragraph 8.4.

9. Deemed Service Variations

- 9.1 Where there is a change to the Trust Policies (subject to Clause 32.7 (*Site Security and Personnel Issues*)) or a change of use or occupancy of, or operational hours or activities carried on within the whole or any part of the Facilities by the Trust or any Trust Party, either party shall be entitled to advise the other party by notice in writing that it considers that a Service Variation has arisen or will arise by operation of the change provided that it does so within three (3) months of the date when it became aware, or ought reasonably to have become aware, of the relevant change. Any notice so served shall describe in as much detail as practicable the nature of the Service Variation which is likely to be required as a result of the change and the date by which the relevant Service Variation must be implemented.
- 9.2 The Trust (in the case of a notice under paragraph 9.1 from Project Co) or Project Co (in the case of a notice under paragraph 9.1 from the Trust) shall within fifteen (15) Business Days of receipt of the notice under paragraph 9.1 set out its response to the matters set out in such notice. Any dispute as to the nature of the relevant change or as to its effect shall be referred for resolution in accordance with Part 26 of the Schedule (*Dispute Resolution Procedure*).
- 9.3 Within fifteen (15) Business Days of agreement or determination pursuant to paragraph 9.2 above that a relevant change has occurred which requires a Service Variation to be implemented, the provisions of this Section shall apply to the definition and implementation of the Service Variation as if it were a Trust Service Variation and as if the notice referred to in paragraph 9.1 of this Part was confirmation of a Trust Service Variation given at the end of such period of fifteen (15) Business Days.

SECTION 2 OF PART 22 OF THE SCHEDULE: FINANCE FOR CAPITAL EXPENDITURE IN RESPECT OF VARIATIONS

1. General Principle

- 1.1 Project Co shall use reasonable endeavours to obtain finance for any Capital Expenditure required in respect of a Qualifying Variation (which term, when used in this Section, shall include reference to a proposed Variation which will be a Qualifying Variation when all matters in respect of it have been agreed or determined pursuant to this Agreement) in accordance with the other Sections of this Schedule from any funds specifically available to it for this purpose under the Funding Agreements in force from time to time.
- 1.2 In particular, Project Co shall use reasonable endeavours to utilise (subject to their terms) any available stand-by facility or "head room" in the loan facilities (however described) (so far as not committed or reserved to fund cost overruns on the Works or otherwise) which is or becomes available to finance Qualifying Variations during the period up to the Actual Completion Date.
- 1.3 In the case of a Trust Works Variation, Project Co shall not be required to take any steps to obtain finance beyond those contemplated in paragraphs 1.1 and 1.2. If within fifteen (15) Business Days (or such longer period as Project Co may decide which shall not, in any event, exceed twenty five (25) Business Days) of Project Co initiating discussions with the Funders, confirmation has not been obtained from the Funders that they are prepared to enter into their respective credit processes with a view to obtaining credit approval to finance the Trust Works Variation, Project Co shall notify the Trust's Representative reporting on the response received from the Funders. Within twenty (20) Business Days after receiving such notice the Trust shall:
- (a) subject to the provisions of Section 1 of this Schedule, instruct Project Co to proceed with development of the Trust Works Variation on the basis that the Trust will make payment to Project Co in accordance with paragraph 3 of this Section in respect of the expenditure incurred and any increased cost of funding due to any delay to the Completion Date agreed or determined pursuant to Section 1 of this Schedule, on a

- current basis in accordance with the provisions of Section 1 of this Schedule; or
- (b) withdraw the requirement for Project Co to implement the Trust Works Variation in accordance with the provisions of Section 1 of this Schedule.

2. Funding Shortfalls

- 2.1 If Project Co cannot obtain finance for all or any part of Capital Expenditure required in respect of a Qualifying Variation (other than a Trust Works Variation in relation to which Project Co shall have no obligations pursuant to this paragraph 2) (the "Funding Shortfall") from the sources referred to in paragraph 1 and such Capital Expenditure exceeds £250,000 (index linked) then, at the Trust's request, Project Co shall use all reasonable endeavours to procure such finance on such reasonable terms as are available to it. The use of reasonable endeavours shall include the preparation of an appropriate business plan in respect of the business of Project Co as affected by the Qualifying Variation to demonstrate the ability of Project Co successfully to implement the relevant financing strategy in respect of the Funding Shortfall.
- 2.2 If having used reasonable endeavours for a period of no less than sixty (60) Business Days (or such shorter period as may be reasonable in all the circumstances) after the determination of the amount of the Funding Shortfall, Project Co cannot obtain such finance on terms reasonably satisfactory to Project Co and the Trust then it shall notify the Trust's Representative reporting on the activities seeking finance. Within twenty (20) Business Days after receiving such notice the Trust shall:
- (a) subject to the provisions of Sections 2 and 3 (as applicable) of this Schedule instruct Project Co to proceed with development of the relevant Qualifying Variation on the basis that the Trust will make payments to Project Co in respect of the Funding Shortfall in accordance with paragraph 3 of this Section; or
- (b) where the Qualifying Variation is a Trust Service Variation or Trust Additional Works Item ordered by the Trust, withdraw the requirement for Project Co to implement the relevant Qualifying Variation in accordance with the provisions of Section 1 of this Schedule.

3. Payment of capital sum by the Trust

Where pursuant to any provision of this Schedule the Trust is to pay a capital sum in respect

of a Qualifying Variation:

- (a) the Trust and Project Co shall agree:
- (i) a payment schedule in respect of the payment of such sum reflecting the amount and timing of the costs to be incurred by Project Co in carrying out the Qualifying Variation to the extent borne by the Trust; and
 - (ii) where payment for part of the Qualifying Variation reflects the carrying out of, or specific progress towards, an element within the Qualifying Variation, an objective means of providing evidence confirming that the part of the Qualifying Variation corresponding to each occasion when payment is due under the payment schedule appears to have been duly carried out,
- (such payment schedule and evidence to be determined in accordance with Part 26 of the Schedule (*Dispute Resolution Procedure*) in the event of the Trust and Project Co failing to agree as to its terms) provided that where all or any part of the Qualifying Variation is being carried out by a third party under a contract with Project Co, subject to the terms of any contract between Project Co and that third party in relation to the implementation of the Qualifying Variation having been approved by the Trust (such approval not to be unreasonably withheld), the process under Part 26 of the Schedule (*Dispute Resolution Procedure*) shall not determine a payment schedule or evidence which would not enable Project Co to be funded by the Trust in time to make payments to that third party in accordance with its contract with Project Co;
- (b) the Trust shall make payment to Project Co within fifteen (15) Business Days of receipt by the Trust of invoices presented to the Trust (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 Qualifying Variation has been carried out; and
- (c) if payment is not made in accordance with sub-paragraph (b) above, the Trust shall pay interest to Project Co on the amount unpaid from the date fifteen (15) Business Days after receipt of the relevant invoice until paid at the Default Interest Rate.

SECTION 3 OF PART 22 OF THE SCHEDULE: GENERAL PROCEDURE

1. General

The procedure described in this Section (the "General Procedure") shall apply where required to determine the effect on payments of a Qualifying Variation.

2. Objective of the General Procedure

2.1 The objective of the General Procedure shall be to adjust the values of entries used in the calculation of the Service Payment in Part 18 of the Schedule (*Payment Mechanism*) after entering changes in costs shown in the Financial Model for the Project, taking into account all relevant matters including:

- (a) the effect of the Qualifying Variation (including, to avoid doubt, the method of financing the Qualifying Variation, the impact of the Qualifying Variation on the project economics as reflected in the Financial Model, taxation and the commercial income earned by Project Co through its participation in the Project);
- (b) any adjustments pursuant to paragraph 2.4 of this Section;
- (c) the effect of indexation to date and forecast inflation as it would affect the Project; and
- (d) when any adjustment to the Service Payment takes effect,

so that comparison of the output from the Financial Model before such adjustments and changes in costs and after such adjustments and changes in costs shows that:

- (i) the nominal internal rate of return from the expected date of implementation of the Qualifying Variation to the expiry of the Project Term in respect of the equity and subordinated debt originally expected to be invested in the Project (as shown in the Financial Model) shall be unchanged before and after modelling the effects of the Qualifying Variation;
- (ii) the nominal internal rate of return from the expected date of implementation of the Qualifying Variation to the expiry of the Project Term in respect of any other equity and subordinated debt (which term when used in this Section 3 of Part 22 of the Schedule in connection with further subordinated debt supplied in connection with

funding Qualifying Variations shall include other methods used by equity investors to provide capital to companies whether subordinated to senior lenders or not, other than subscribing for equity in those companies) (in addition to that referred to in (i) above) invested in the Project as a consequence of any other Qualifying Variation (as shown in the Financial Model as adjusted at the time for the investment of such other equity and subordinated debt) shall be unchanged before and after modelling the effects of the Qualifying Variation,

and so that the output from the Financial Model after such adjustments and changes in costs shows that:

- (aa) Project Co would not, by reason of the effect of the Qualifying Variation and the consequential variation in cashflow during the remainder of the Project Term as shown in the Financial Model after such adjustments have been made, be placed in breach of its obligations under the Funding Agreements and there would be no event of default, acceleration event, limitation on drawdown, deterioration in all cover ratios over the period of repayment of the amounts due under the Funding Agreements or other adverse effect (whatever called or however described) (compared to the position if such adjustments were not made) under the Funding Agreements; and
- (bb) the agreed IRR on any additional equity and subordinated debt to be invested in the Project as a consequence of the Qualifying Variation is achieved.

2.2 The output from the operation of the General Procedure shall be the prices and other terms referred to below and such other terms as may be required to give effect to the application of the General Procedure, having taken into account actual indexation as applied pursuant to this Agreement to determine the Service Payments in respect of the Contract Year following that in which the General Procedure was brought into operation by substituting new values for the terms designated ASPo in paragraph 2.1.2 of Part 18 of the Schedule (*Payment mechanism*) for those values in force immediately prior to the operation of the General Procedure; in each such case for such period (not exceeding the remaining term of the Project Term) as shall be appropriate to give effect to the objective of the General Procedure.

2.3 Subject to the other sections of this Schedule, adjustments shall be made to the Financial Model in accordance with this paragraph to achieve the objectives set out in paragraph 2.1 and produce outputs reflecting the results required by paragraph 2.2 by entering into the model the revised or additional costs incurred by Project Co as a result of the Qualifying

Variation, and, where necessary, incorporating the consequences of any funding obtained or used by Project Co to implement the Qualifying Variation. The following guidelines shall be followed to the maximum extent possible when making the adjustment: wherever possible, the adjustment shall be carried out without altering the logic and formulae incorporated in the Financial Model in any way whatsoever, and only data such as costs incurred by Project Co and the timing and amount of drawdowns of funding shall be changed;

- (a) where it is necessary to amend any logic or formulae incorporated in the Financial Model to permit the adjustments to be made, this shall be done to the minimum extent necessary;
- (b) where any amendment is made to the logic or formulae incorporated in the Financial Model, the Financial Model, as amended, shall first be run with the data included in the Financial Model prior to amendment to ensure that the outputs from the Financial Model as amended correspond to the outputs prior to amendment; and
- (c) any amendments to the logic or formulae incorporated in the Financial Model shall be fully recorded and shall be such that the manner in which the revised prices are calculated can be readily verified.

2.4 In relation to Qualifying Variations, the adjustments to the Financial Model shall only take place as follows:

- (a) when the expenditure or savings in connection with one or more Qualifying Variations in respect of which no adjustment has been made to the Financial Model exceeds (in either case) £25,000 (index linked) in aggregate;
- (b) on each anniversary of the date of this Agreement falling prior to the Actual Completion Date;
- (c) on the Actual Completion Date; and
- (d) at the end of a Contract Year.

3. Financing costs where lump sum payment

If payment is to be made pursuant to paragraph 3 of Section 2 of this Schedule which fully finances the Qualifying Variation, then no account shall be taken of the need to finance any Capital Expenditure in connection with the Qualifying Variation save to the extent that such financing is actually required between implementation of the Qualifying Variation and the payment of the lump sum.

4. Updating the Financial Model

Following the adjustment to calculate the new prices following a Qualifying Variation the Financial Model as adjusted in accordance with paragraphs 2 or 5 of this Section shall be the Financial Model for the purposes of this Agreement.

SECTION 4 OF PART 22 OF THE SCHEDULE: SMALL WORKS

1. After the Actual Completion Date, Project Co shall carry out Small Works which have been requested by the Trust. If there shall be any dispute as to whether an item of work requested by the Trust constitutes Small Works either party may refer it for resolution in accordance with Part 26 of the Schedule (*Dispute Resolution Procedure*).
2. Not later than twenty (20) Business Days prior to the commencement of each Contract Year Project Co shall propose a Schedule of Small Works Rates for that Contract Year for the purposes of the same being agreed by the Liaison Committee pursuant to the provisions of Clause 12 (*Liaison*). The value of any such Small Works shall be calculated as follows:
 - (a) the labour element shall be calculated in accordance with the Schedule of Small Works Rates or, where such rates are not applicable, in accordance with analogous rates, failing which rates which are fair and reasonable; and
 - (b) the materials element shall be charged at the cost of the materials to Project Co or to the contractor carrying out the work (net of all discounts) plus 5%.
3. Project Co shall notify the Trust's Representative of the estimated duration of any Small Works so that the Trust's Representative and Project Co can agree a convenient time for carrying out the same (so as to minimise inconvenience to the Trust). Project Co shall take all reasonable steps to minimise the duration of any Small Works.
4. Any dispute as to the cost of Small Works shall be referred for resolution in accordance with Part 26 of the Schedule (*Dispute Resolution Procedure*). In the event of failure on the part of the Liaison Committee to agree in advance of any Contract Year the Schedule of Small Works Rates, the said rates shall be determined in accordance with Part 26 of the Schedule (*Dispute Resolution Procedure*).

SECTION 1 OF PART 23 OF THE SCHEDULE

1. Compensation on Termination Trust Default and Voluntary Termination

1.1 If Project Co terminates this Agreement pursuant to Clause 45 (*Trust Events of Default*) or the Trust terminates this Agreement pursuant to Clause 46.2 (*Voluntary Termination*) or the Trust exercises its right under Clause 36.22 (*Trust election not to reinstate*) the Trust shall pay to Project Co the "Trust Default Termination Sum" as set out in paragraph 1.2.

1.2 The Trust Default Termination Sum shall be an amount equal to the aggregate of:

- (a) the Senior Debt Amount;
- (b) Redundancy Payments and Sub-Contractor Losses; and
- (c) the amount for which the Equity of Project Co and the Junior Debt could have been sold on an open market basis

LESS, to the extent it is a positive amount, the aggregate of:

- (d) all credit balances on any bank accounts held by or on behalf of Project Co on the Termination Date and the value of any right of Project Co to receive insurance proceeds (save where such insurance proceeds are held in the Insurance Proceeds Account and are to be applied in reinstatement) or sums due and payable from third parties (but only when received from third parties) but excluding any claims under any Sub-Contracts which have not been determined or have been determined but not yet paid provided that in such case Project Co shall assign any such rights and claims under the Sub-Contracts to the Trust and give the Trust reasonable assistance in prosecuting such claims;
- (e) the market value of any other assets and rights of Project Co (other than those transferred to the Trust pursuant to this Agreement) less liabilities of Project Co properly incurred in carrying out its obligations under this Agreement as at the Termination Date or such later date as the assets can be realised provided that no account should be taken of any liabilities and obligations of Project Co arising out of:
 - (i) agreements or arrangements entered into by Project Co to the extent that

such agreements or arrangements were not entered into in connection with Project Co's obligations in relation to the Project; or

(ii) agreements or arrangements entered into by Project Co to the extent that such agreements or arrangements were not entered into in the ordinary course of business and on commercial arm's length terms; and

(f) amounts which the Trust is entitled to set off pursuant to Clause 48.12 of this Agreement.

1.3 The Trust Default Termination Sum shall be payable in accordance with Section 5 of this Part 23 of the Schedule.

SECTION 2 OF PART 23 OF THE SCHEDULE: COMPENSATION FOR PROJECT CO DEFAULT

1. If the Trust terminates this Agreement pursuant to Clause 44 (*Project Co Events of Default*) the Trust shall pay to Project Co such sum as is calculated according to this Section 2 of this Schedule 23.

Retendering

2. Retendering Election

- 2.1 The Trust shall be entitled to retender the provision of the Project Operations in accordance with paragraph 3 (*Retendering Procedure*) and the provisions of paragraph (*Retendering Procedure*) shall apply if:
 - (a) the Trust notifies Project Co on or before the date falling twenty (20) Business Days after the Termination Date ; and
 - (b) the Senior Funders has not exercised their rights to step-in under Clause 4 (*Representative*) of the Lenders' Direct Agreement; and
 - (c) Project Co or the Senior Funders have not procured the transfer of Project Co's rights and liabilities under this Agreement to a Suitable Substitute Contractor and have failed to use all reasonable efforts to do so; and
 - (d) there is a Liquid Market;
but otherwise the Trust shall require a determination in accordance with paragraph 4 (*No Retendering Procedure*) and the provisions of that paragraph shall apply.

3. Retendering Procedure

- 3.1 The objective of the Tender Process shall be to enter into a New Agreement with a Compliant Tenderer.
- 3.2 The Trust shall use all reasonable endeavours to complete the Tender Process as soon as practicable.

- 3.3 The Trust shall as soon as reasonably practicable notify Project Co of the Qualification Criteria and the other requirements and terms of the Tender Process, including the timing of the Tender Process and shall act reasonably in setting such requirements and terms.
- 3.4 Project Co authorises the release of any information by the Trust under the Tender Process which would otherwise be prevented under Clause 52 (Confidentiality) that is reasonably required as part of the Tender Process.
- 3.5 For all or any part of a month, falling within the period from the Termination Date to the Compensation Date, the Trust shall pay to Project Co:
- (a) the Post Termination Service Amount for each completed month, on or before the date falling ten (10) Business Days after the end of that month; and
 - (b) the Post Termination Service Amount for the period from the end of the last completed month until the Compensation Date, on or before the date falling twenty (20) Business Days after the Compensation Date. The Project Co may, at its own cost, appoint a person to monitor the Tender Process for the purpose of monitoring and reporting to Project Co and the Senior Funders on the Trust's compliance with the Tender Process.
- 3.6 The Tender Process Monitor shall enter into a confidentiality agreement with the Trust in a form acceptable to the Trust and shall be entitled to attend all meetings relating to the Tender Process, inspect copies of all the tender documentation and bids and make representations to the Trust as to compliance with the Tender Process. The Trust shall not be bound to consider or act upon such representations but acknowledges that such representations may be put to the Expert in the event of a disagreement as to the Adjusted Highest Compliant Tender Price. The Tender Process Monitor will not disclose confidential information to Project Co or the Senior Funders but shall be entitled to advise Project Co and the Senior Funders on whether it considers that the Trust has acted in accordance with the Tender Process and correctly determined the Adjusted Highest Compliant Tender Price.
- 3.7 If any Post Termination Service Amount is less than zero then it shall be carried forward and shall be set off against any future positive Post Termination Service Amounts.
- 3.8 As soon as practicable after tenders have been received, the Trust shall (acting reasonably) review and assess the Compliant Tenders and shall notify Project Co of the Adjusted Highest Compliant Tender Price.
- 3.9 If Project Co refers a dispute relating to the Adjusted Highest Compliant Tender Price to

dispute resolution in accordance with Clause 56 (Dispute Resolution), the Trust shall irrespective of such dispute be entitled to enter into a New Agreement.

3.10 The Adjusted Highest Compliant Tender Price shall be paid in accordance with Section 5 of this Schedule.

3.11 The Trust may elect, at any time prior to ascertaining the Adjusted Highest Compliant Tender Price, to follow the no retendering procedure under paragraph 4 (No Retendering Procedure) by notifying Project Co that this election has been made and shall follow such procedure if a New Agreement has not been entered into on or before the date falling two years after the Termination Date unless the Trust has already determined the Adjusted Highest Compliant Tender Price.

4. No Retendering Procedure

4.1 Subject to paragraph 4.2, if the provisions of this paragraph 4 (*No Retendering Procedure*) apply Project Co shall not be entitled to receive any Post Termination Service Amount.

4.2 If the Trust elects to require a determination in accordance with this paragraph 4 (*No Retendering Procedure*) after it has elected to follow the procedure under paragraph 3 (*Retendering Procedure*), then the Trust shall continue to pay to Project Co each Post Termination Service Amount until the Compensation Date, in accordance with paragraph 3 (*Retendering Procedure*).

4.3 In agreeing or determining the Estimated Fair Value of the Agreement the parties shall be obliged to follow the principles set out below:

- (a) all forecast amounts should be calculated on a real, uninflated basis;
- (b) the total of all payments of the full Service Payments forecast to be made from the Termination Date to the Expiry Date shall be calculated and discounted at the current cost of capital ;
- (c) the total of all costs reasonably forecast to be incurred by the Trust as a result of termination shall be calculated and discounted ,
such costs to include (without double counting):
 - (i) a reasonable risk assessment of any cost overruns that will arise, whether or not forecast in the relevant base case;
 - (ii) the costs of providing the Services reasonably forecast to be incurred by the Trust from the Termination Date to the Expiry Date to the standard required;

and

- (iii) any rectification costs required to deliver the Project Operations to the standard required (including any costs reasonably forecast to be incurred by the Trust to complete the Works) and additional operating costs required to restore operating services standards;

in each case such costs to be forecast at a level that will deliver the full Service Payments referred to in paragraph 4.3(b) above.

- 4.4 If the parties cannot agree on the Estimated Fair Value of the Agreement on or before the date falling twenty (20) Business Days after the date on which the Trust elected or was obliged to require an expert determination in accordance with this paragraph 4 (*No Retendering Procedure*), then the Estimated Fair Value of the Agreement shall be determined in accordance with Clause 56 (*Dispute Resolution*). The Adjusted Estimated Fair Value of the Agreement shall be paid in accordance with Section 5 of this Part 23 of the Schedule.

SECTION 3 OF PART 23 OF THE SCHEDULE

1. Consequences of Termination for Force Majeure

1.1 If Project Co or the Trust terminates this Agreement pursuant to Clause 46.1 ((Force Majeure)) the Trust shall pay to Project Co the "Force Majeure Termination Sum" as set out in paragraph 1.2.

1.2 The Force Majeure Termination Sum shall be an amount equal to the aggregate of:

- (a) the Senior Debt Amount;
- (b) Redundancy Payments and Sub-Contractor Losses (but excluding therefrom any claims for loss of profit);
- (c) an amount equal to the Junior Debt less an amount equal to the aggregate of payments of interest paid on the Junior Debt; and
- (d) an amount equal to all amounts paid to Project Co by way of Equity less dividends and other distributions paid to the shareholders of Project Co;

LESS, to the extent it is a positive amount, the aggregate of:

- (e) all credit balances on any bank accounts held by or on behalf of Project Co on the Termination Date and the value of any right of Project Co to receive insurance proceeds (save where such insurance proceeds are held in the Insurance Proceeds Account and are to be applied in reinstatement) or sums due and payable from third parties (but only when received from third parties) but excluding any claims under any Sub-Contracts which have not been determined or have been determined but not yet paid provided that in such case Project Co shall assign any such rights and claims under the Sub-Contracts to the Trust and give the Trust reasonable assistance in prosecuting such claims;
- (f) the market value of any other assets and rights of Project Co (other than those transferred to the Trust pursuant to this Agreement) less liabilities of Project Co properly incurred in carrying out its obligations under this Agreement as at the Termination Date or such later date as the assets can be realised provided that no account should be taken of any liabilities and obligations of Project Co arising out of:

- (i) agreements or arrangements entered into by Project Co to the extent that such agreements or arrangements were not entered into in connection with Project Co's obligations in relation to the Project; and
 - (ii) agreements or arrangements entered into by Project Co to the extent that such agreements or arrangements were not entered into in the ordinary course of business and on commercial arm's length terms; and
- 1.3 (g) amounts which the Trust is entitled to set off pursuant to Clause 48.12 of this Agreement. The Force Majeure Termination Sum shall be paid in accordance with Section 5 of this Part 20 of the Schedule.

SECTION 4 OF PART 23 OF THE SCHEDULE: CORRUPT GIFTS AND FRAUD

1. Consequences of Termination for Corrupt Gifts and Fraud

1.1 If the Trust terminates this Agreement pursuant to Clause 54.3 (Corrupt Gifts) the Trust shall pay to Project Co the Corrupt Gifts Termination Sum as set out in paragraph 1.2.

1.2 The Corrupt Gifts Termination Sum shall be:

(a) an amount equal to the Senior Debt Amount;

LESS, to the extent it is a positive number, the aggregate of:

(b) all credit balances on any bank accounts held by or on behalf of Project Co on the Termination Date and the value of any right to receive insurance proceeds (save where such insurance proceeds are held in the Insurance Proceeds Account and are to be applied in reinstatement) or sums due and payable from third parties (but only when received from third parties) but excluding any claims under any Sub-Contracts which have not been determined or which have been determined but not paid provided that in such case Project Co shall assign any such rights and claims under the Sub-Contracts to the Trust and give the Trust reasonable assistance in prosecuting such claims; and

(c) the market value of any other assets and rights of Project Co (other than those transferred to the Trust pursuant to this Agreement) less liabilities of Project Co properly incurred in carrying its obligations under this Agreement as at the Termination Date or such later date as the assets can be realised provided that no account should be taken of any liabilities and obligations of Project Co arising out of:

(i) agreements or arrangements entered into by Project Co to the extent that such agreements or arrangements were not entered into in connection with Project Co's obligations in relation to the Project; and

- (ii) agreements or arrangements entered into by Project Co to the extent that such agreements or arrangements were not entered into in the ordinary course of business and on commercial arm's length terms. The Corrupt Gifts Terminations Sum shall be paid in accordance with Section 5 of this Schedule.

SECTION 5 OF PART 23 OF THE SCHEDULE: GENERAL

1. Payment and Interest

Following termination for Trust Default, Force Majeure or Corrupt Gifts or Fraud

- 1.1 In respect of the termination payments to be made pursuant to any of Section 1, 3 or 4 of this Schedule, as soon as practicable after, and in any event within twenty (20) Business Days of, the Termination Date Project Co shall give to the Trust an invoice for the relevant termination sum and sufficient supporting evidence, reasonably satisfactory to the Trust, justifying the amount of the relevant termination sum including a breakdown of each of the individual elements of such sum.
- 1.2 Subject to paragraph 1.3 below, the Trust shall pay to Project Co:
- (a) the relevant termination sum within forty (40) Business Days of the Invoice Date; and
 - (b) interest on the relevant termination sum (or any part of such sum that remains outstanding) from the Termination Date until the date of payment:
 - (i) at the No Default Interest Rate for the period from (but excluding) the Termination Date to (and including) the date which is forty (40) Business Days after the Invoice Date; and
 - (ii) thereafter, at the Default Interest Rate.
- 1.3 The Trust shall be entitled to pay the Force Majeure Termination Sum in 4 equal instalments by serving notice on Project Co within thirty (30) Business Days of the Invoice Date, in which case the provisions of paragraph 1.4 shall apply.
- 1.4 In the event that the Trust elects to pay the Force Majeure Termination Sum in instalments pursuant to paragraph 1.3 then:
- (a) the first such instalment (together with interest therein calculated pursuant to (b) below) shall be due on the first Business Day occurring six (6) months after the date of the Trust's notice served pursuant to 1.3 above and the remaining instalments (together with interest therein calculated pursuant to (b) below) shall be due, respectively, on the first Business Day occurring twelve (12), eighteen (18) and twenty-four (24) months after the date of such notice; and

- (b) the Trust shall pay interest on the Force Majeure Termination Sum (or any part of such sum that remains outstanding) from the Termination Date until the date of payment at a rate of .

Following Retendering

1.5 Subject to paragraph 1.6, following a retendering exercise under Section 2 of this Schedule the Trust shall pay to Project Co an amount equal to the Adjusted Highest Compliant Tender Price no later than the date falling twenty (20) Business Days after the later of:

- (a) the date on which the Trust receives the Market Value of the Agreement from the New Project Co; and
- (b) if Project Co has referred a dispute relating to the Adjusted Highest Compliant Tender Price to dispute resolution pursuant to paragraph 3.9 of Section 2 of this Schedule, the date on which the dispute is finally determined in accordance with Clause 56 (*Dispute Resolution*),

provided that, to avoid doubt, if the dispute referred by Project Co to dispute resolution (pursuant to (b) above) concerns only a proportion of the Adjusted Highest Compliant Tender Price then the Trust shall pay the undisputed proportion of such sum no later than 20 Business Days after the date referred to in (a) above.

1.6 If the Adjusted Highest Compliant Tender Price is zero or a negative number then, on entering into the New Agreement with the New Project Co, the Trust shall have no obligation to make any payment to Project Co and (if a negative number) an amount equal to the Adjusted Highest Compliant Tender Price shall be due and payable by Project Co to the Trust on the date of the New Agreement.

Following no retendering

1.7 If the Trust follows the no retendering procedure set out in paragraph 4 of Section 2 of this Schedule then, subject to paragraph 1.8, the Trust shall pay to Project Co an amount equal to the Adjusted Estimated Fair Value of the Agreement no later than the date falling twenty (20) Business Days after the date on which the Adjusted Estimated Fair Value of the Agreement has been agreed or determined in accordance with paragraph 4 of Section 2 of this Schedule together with interest on such amount calculated in accordance with paragraph 1.2(b) above unless the Trust has paid Post Termination Service Amounts pursuant to paragraph 4.2 of Section 2 above.

1.8 To the extent that the Adjusted Estimated Fair Value of the Agreement is less than zero, then

an amount equal to the Adjusted Estimated Fair Value of the Agreement shall be due and payable by Project Co to the Trust on the Compensation Date.

2. Full and Final Settlement

2.1 Any and all sums irrevocably paid by the Trust to Project Co under this Schedule will be in full and final settlement of each party's rights and claims against the other for breaches and /or termination of this Agreement and any other Project Document whether under contract, tort, restitution or otherwise but without prejudice to:

- (a) any antecedent liability of Project Co to the Trust which the Trust has been unable to set off pursuant to Clause 48.12 of this Agreement;
- (b) any antecedent liability of either party to the other that arose prior to the Termination Date (but not from the termination itself) to the extent such liability has not already been taken into account in determining or agreeing the Trust Default Termination Sum, Adjusted Highest Compliant Tender Price, or Adjusted Fair Value of the Agreement, the Force Majeure Termination Sum or the Corrupt Gifts Termination Sum as the case may be; and
- (c) any liabilities arising in respect of any breach by either party of their obligations under Clause 47.9 of this Agreement which arises or continues after the Termination Date.

2.2 If either the Adjusted Highest Compliant Tender Price or (as the case may be) the Adjusted Fair Value of the Agreement is zero or a negative number the Trust shall be released from all liability to Project Co for breaches and/or termination of this Agreement and any other Project Document whether under contract, tort, restitution or otherwise save for:

- (a) any antecedent liability of the Trust which arose prior to the Termination Date (but not from the termination itself) to the extent such liability has not already been taken into account in determining the Adjusted Highest Compliant Tender Price or the Adjusted Fair Value of the Agreement (as the case may be); and
- (b) any liabilities arising in respect of any breach by either party of their obligations under Clause 47.9 of the Agreement which continues after the Termination Date.

3. Costs

The costs and/or expenses to be taken into account in the calculation of all termination sums due pursuant to this Schedule shall only be such costs and/or expenses to the extent that

they are reasonable and proper in quantum and shall have been or will be reasonably and properly incurred.

4. Undisputed Amounts

If the calculation of any termination amount is disputed then any undisputed element of that amount shall be paid in accordance with this Section 5 of this Part 23 of the Schedule and the disputed element shall be dealt with in accordance with Part 26 of the Schedule (*Dispute Resolution Procedure*).

5. Outstanding Senior Debt Amount

5.1 The Trust shall be entitled to rely on the certificate of the Senior Funder as conclusive as to the amount of the Senior Debt Amount outstanding at any relevant time.

5.2 The receipt of the Senior Funder shall discharge the Trust's obligation to pay any element of compensation due to Project Co that is equal to the Senior Debt Amount (and where appropriate any accrued interest or breakage costs as certified in accordance with paragraph 5.1. above).

SECTION 6 OF PART 23 OF THE SCHEDULE: DEFINITIONS

"Adjusted Estimated Fair Value of the Agreement"

means the Estimated Fair Value of the Agreement adjusted as follows:

- a) where in respect of any month or part of a month from the Termination Date to the Compensation Date the Post Termination Service Amount is a negative number, the aggregate of all such negative Post Termination Service Amounts shall be set against and shall reduce the Estimated Fair Value of the Agreement (whether or not such amounts have been set-off by the Trust pursuant to paragraph 3.7 of Section 2;

the aggregate of the following amounts shall be deducted from the Estimated Fair Value of the Agreement;

- b) the Post Termination Service Amounts actually paid by the Trust to Project Co prior to the Compensation Date;
- c) the Tender Costs; and
- d) amounts that the Trust is entitled to set off or deduct,

the aggregate of the following amounts shall be added to the Estimated Fair Value of the Agreement:-

- e) all credit balances on any bank accounts held by or on behalf of Project Co on the date that the Estimated Fair Value is calculated; and
- f) any insurance proceeds and other amounts owing to Project Co (and which Project Co is entitled to retain), to the extent not included in (e);

to the extent that

- (i) and (f) have not been directly taken into account in calculating the Estimated Fair Value of the Agreement; and
- (ii) the Trust has received such amounts in accordance with this Agreement;

“Adjusted Highest Compliant Tender Price”

means the price offered by the Compliant Tenderer (if any) with the highest tender price, adjusted as follows:

- a) where in respect of any month or part of a month from the Termination Date to the Compensation Date the Post Termination Service Amount is a negative number, the aggregate of all such negative Post Termination Service Amounts shall be set against and shall reduce such highest tender price (whether or not such amounts have been set-off by the Trust pursuant to paragraph 3.7 of Section 2);
the aggregate of the following amounts shall be deducted from such highest tender price:
- b) the Post Termination Service Amounts actually paid by the Trust to Project Co

prior to the Compensation Date;

- c) the Tender Costs; and
- d) amounts that the Trust is entitled to set off or deduct,

the aggregate of the following amounts shall be added to such highest tender price:

- e) all credit balances on any bank accounts held by or on behalf of Project Co on the date that the highest priced Compliant Tender is received; and
- f) any insurance proceeds and other amounts owing to Project Co (and which Project Co is entitled to retain), to the extent not included in (d);

to the extent that:

- (i) (e) and (f) have not been directly taken into account in that compliant Tender; and
- (ii) the Trust has received such amounts in accordance with this Agreement;

“Compensation Date”

means either:

- (a) if paragraph 3 of Section 2 of this Schedule 23 [Retendering Procedure] applies, the earlier of:
 - (i) the date that the New Agreement is entered into; and
 - (ii) the date on which the Trust pays the Adjusted Highest Compliant Tender Price to Project Co, or
- (b) if paragraph 4 of Section 2 of Schedule 23 [Retendering Procedure] applies, the date that the Adjusted Estimated Fair Value of the Agreement has been agreed or

- determined;
- “Compliant Tender”** means a tender that meets all of the Qualification Criteria;
- “Compliant Tenderer”** means a tenderer who submits a Compliant Tender;
- “Corrupt Gift Termination Sum”** shall have the meaning given in paragraph 1.2 of Section 4 of Part 23 of the Schedule;
- “Deemed New Agreement”** means an agreement on the same terms and conditions as this Agreement, as at the Termination Date, but with the following amendments:
- (a) if this Agreement is terminated prior to the Actual Completion Date, then the period referred to in Clause 44.1(b) (Project Co Events of Default) shall be extended by a period to allow a New Project Co (had one been appointed) to achieve the Actual Completion Date prior to the period referred to in Clause 44.1(b) (Project Co Events of Default);
 - (b) any accrued Service Failure Points shall be cancelled; and
 - (c) the term of such agreement shall be for a period equal to the term from the Termination Date to the Expiry Date;
- "Equity"** means the maximum share capital of Project Co of Thirty three thousand Pounds Sterling (£33,000) and any further capital subscribed with the prior approval of the Trust;
- “Estimated Fair Value of the Agreement”** means the amount determined in accordance with paragraph 4 of Section 2 of this Schedule (*No Retendering Procedure*) that a third party would pay to the Trust as the market value of the Deemed New Agreement;

“Fair Value”	means the amount at which an asset or liability could be exchanged in an arms length transaction between informed and willing parties, other than in a forced or liquidated sale;
“Force Majeure Termination Sum”	shall have the meaning given in paragraph 1.2 of Section 3 of Part 23 of the Schedule;
“Invoice Date”	means, in respect of the Trust Default Termination Sum, the Force Majeure Termination Sum or the Corrupt Gifts Termination Sum (as appropriate), the date that is the later of: (a) the date on which the Trust receives an invoice from Project Co for the relevant termination sum; and (b) the date on which the Trust receives the supporting evidence required pursuant to paragraph 1.1 of Section 5 of this Schedule;
“Junior Debt”	means the amount shown in the Financial Model (updated to reflect all amendments agreed between the Parties pursuant to the Variation Procedure) subject to the maximum sum of Three hundred and fifty thousand Pounds Sterling (£350,000) provided to Project Co pursuant to Loan Finance Undertakings provided by Dawn Group Limited and Mackenzie Investments (Stonehouse) Limited of even date with this Agreement;
“Liquid Market”	means that there are sufficient willing bidder(s) in the market for PFI or similar agreements (in either case the same as or similar to this Agreement) for the price that is likely to be achieved through the retendering process in paragraph 3 of Section 2 of this Schedule (<i>Retendering Procedure</i>) to be a reliable indicator of Fair Value for the New

	Agreement;
"Market Value Availability Deduction Amount"	means for any Contract Month or part of a Contract Month, an amount equal to the Service Failure Deduction that was made to the Service Payment under the Payment Mechanism in the Contract Month immediately preceding the Termination Date, less an amount equal to any Service Failure Deduction that was made for a Functional Part which was Unavailable at the Termination Date but which has subsequently become Available whether as a result of the Trust incurring Rectification Costs or otherwise;
"Market Value of the Agreement"	means the value of the consideration payable by the New Project Co to the Trust in consideration for the entering into of the New Agreement;
"Maximum Service Payment"	means the Service Payments payable at any time before any deductions under Paragraph 1 of Part 18 of the Schedule (<i>Payment Mechanism</i>) but allowing for indexation under the Paragraph 2 of Part 18 of the Schedule (<i>Payment Mechanism</i>);
"New Agreement"	means an agreement on the same terms and conditions as this Agreement at the Termination Date, but with the following amendments: <ul style="list-style-type: none">(a) if this Agreement is terminated prior to the Actual Completion Date, then the Longstop Date shall be extended by a period to allow a New Project Co to achieve the Actual Completion Date prior to the Longstop date;(b) any accrued Service Failure Points shall be cancelled;(c) the term of such agreement shall be equal to the term from the Termination Date until the

Expiry Date; and

- (d) any other amendments which do not adversely affect the Project Co;

“New Project Co”

means the person who has entered or who will enter into the New Agreement with the Trust;

“No Default Interest Rate”

means an interest rate which is two per cent over the base rate of the Bank of Scotland;

“Post Termination Service Amount”

means for the purposes of paragraph 3 of Section 2 of Schedule 23 (*Retendering Process*), for the whole or any part of a month for the period from the Termination Date to the Compensation Date, an amount equal to the Maximum Service Payment which would have been payable under this Agreement had this Agreement not been terminated, less an amount equal to the aggregate of:

- (a) the reasonable and proper cost to the Trust of procuring the Services;
- (b) the Market Value Availability Deduction Amount for that month; and
- (c) the Rectification Costs incurred by the Trust in that month;

“Qualification Criteria”

means the criteria that the Trust requires tenderers to meet as part of the Tender Process, which shall be:

- (a) the original tender criteria for the Project including the New Agreement terms;
- (b) financial ability to pay the capital sum tendered;
- (c) the tenderers may only bid on the basis of a single capital payment; and
- (d) any other tender criteria agreed by the Trust

and the Project Co;

“Rectification Costs”

means, for the purposes of any Termination Date that occurs after the Actual Completion Date, an amount equal to the reasonable and proper costs incurred by the Trust in a particular month of part of a month in ensuring that the Services are available;

“Redundancy Payments”

means redundancy payments and other termination payments which are required under Law to be made to employees of Project Co reasonably and properly incurred by Project Co arising as a direct result of terminating this Agreement (provided that Project Co shall use all reasonable endeavours to mitigate its loss) and provided that in calculating such amount no account should be taken of any liabilities and obligations of Project Co arising out of:

- (a) contracts of employment or other agreements or arrangements entered into by Project Co to the extent that such contracts of employment agreements or arrangements were not entered into in connection with the Project; and/or
- (b) contracts of employment or other agreements or arrangements entered into by Project Co to the extent that such contracts of employment agreements or arrangements were not entered into in the ordinary course of business and on commercial arm's length terms;

“Senior Debt Amount”

means the aggregate of:

- (a) amounts outstanding at the date of termination of this Agreement from Project

Co to the Senior Funder under the Senior Funder Agreement by way of principal and interest; and

- (b) all amounts (excluding principal and interest) payable to the Senior Funders as a result of a prepayment under the Senior Funders Agreement, including costs of early termination of interest rate hedging arrangements and other breakage costs, subject to Project Co and the Senior Funder mitigating all such costs to the extent reasonably possible (unless the amount or the formula for determining the amount of such costs are fixed in advance under the terms of the Senior Funders Agreement),

provided that such aggregate amount shall not exceed the amount shown in the Financial Model (as updated to reflect all amendments agreed between the Parties pursuant to the Variation Procedure) as due and outstanding or payable to the Senior Funder under the Senior Funder Agreement at the Termination Date;

“Senior Funders Agreement”

means the Facility Letter executed on or about the date of this Agreement between the Senior Funder and Project Co relating to the overdraft and term loan facilities of Three million six hundred thousand pounds Sterling (£3,600,000);

“Sub-Contractor Losses”

means:

- (a) in the period prior to the Actual Completion Date the amount reasonably and properly payable by Project Co to the Contractor under the terms of the Construction Contract

as a direct result of the termination of this Agreement provided that such amount shall be reduced to the extent that Project Co fails to use all reasonable endeavours to mitigate such amount; and

- (b) in the period from the Actual Completion Date the amount reasonably and properly payable by Project Co to the Service Providers under their respective contracts with Project Co (as the case may be) as a direct result of the termination of this Agreement provided that such amount shall be reduced to the extent that Project Co fails to use all reasonable endeavours to mitigate such amount;

provided that in both cases no account should be taken of any liabilities and obligation of Project Co to the Sub-Contractors arising out of:

- (i) agreements or arrangements entered into by Project Co and/or the sub-Contractors to the extent that such agreements or arrangements were not entered into in connection with those parties obligations in relation to the Project; and/or
- (ii) agreements or arrangements entered into by Project Co and/or the Sub-Contractors to the extent that such agreements or arrangements were not entered into in the ordinary course of business and on commercial arm's length terms;

“Suitable Substitute Contractor”

as defined in the Lenders Direct Agreement;

“Tender Costs”

means the reasonable and proper costs of the Trust

incurred in carrying out the Tender Process and/or in connection with any calculation of the Estimated Fair Value of the Agreement;

“Tender Process”

means the process by which the Trust requests tenders from any parties interested in entering into a New Agreement, evaluates the responses from those interested parties and enters into a New Agreement with a new service provider, in accordance with paragraph 3 of Section 2 of this Schedule (*Retendering Procedure*);

“Tender Process Monitor”

means the person appointed under paragraph 3.5 of Section 2 hereof; and

“Trust Default Termination Sum”

shall have the meaning given in paragraph 1.2 of Section 1 of Part 23 of the Schedule.

PART 24 OF THE SCHEDULE: HANDBACK PROCEDURE

- 1.1 On the Expiry Date, Project Co shall ensure that:
- (a) the Facilities are in a safe, good and substantial condition, and in good decorative order consistent with the valid discharge by Project Co of the Project Operations and that each of the building elements (as defined in Appendix III of the Standard Form of Cost Analysis published by the Building Cost Information Service of The Royal Institution of Chartered Surveyors, December 1969, September 1999 Reprint) of the Facilities can reasonably be expected to have a minimum useful residual life span as at the Expiry Date equal to or greater than five (5) years (assuming that routine maintenance obligations are carried out but that no lifecycle replacement for the period of 5 years beyond the Expiry Date will be necessary); and
 - (b) in respect of each item of plant and equipment (“Relevant Item”) for which a guarantee, warranty, or any other written guidance as to its useful working life (“Life Statement”) was provided by its manufacturer, that the Relevant Item shall be in good order and repair and shall be efficient consistent with the valid discharge by Project Co of the Project Operations and can reasonably be expected to have a service life and be capable of being used or operated safely by the Trust for a minimum period of 5 years after the Expiry Date without cost, other than the cost of routine maintenance including the cost of consumables required by the manufacturer’s written instructions provided that the Relevant Item is operated in accordance with those instructions; and
 - (c) in respect of each item of plant and equipment not falling within paragraph (b) above (“Other Items”), that each of those Other Items shall be in good order and repair, shall be efficient consistent with the valid discharge by Project Co of the Project Operations and can reasonably be expected to have a service life of 5 years and be capable of being used or operated safely by the Trust for a minimum period of 5 years after the Expiry Date without cost other than the cost of routine maintenance including the cost of consumables assuming that the maintenance and repair obligations incumbent upon the Project Co in regard thereto under this Agreement will be undertaken by the

Trust during that period of five years”.

together referred to as the "Handback Requirements".

- 1.2 Not less than 36 months prior to the Expiry Date, Project Co and the Trust's Representative shall conduct a joint inspection of the Facilities.
- 1.3 Within forty (40) Business Days after the completion of the inspection, if it is found that any element of the Facilities is not in a condition consistent with the Handback Requirements, Project Co shall forthwith provide to the Trust Representative's in accordance with Part 10 of the Schedule (*Review Procedure*):
 - (a) Project Co's proposal as to the maintenance works (if any) (the "Handback Works") required to be carried out in respect of the Facilities in order to procure that they will, on the Expiry Date, satisfy the Handback Requirements;
 - (b) Project Co's proposal as to the programme (the "Handback Programme") for the carrying out of the Handback Works over the remainder of the Project Term, such programme shall describe the total works to be carried out and the method of carrying out such works during the overall period in which the Handback Works are to be executed; and
 - (c) Project Co's estimate of the cost of carrying out the Handback Works (the "Handback Amount").
2. The Trust's Representative may, within forty (40) Business Days after receipt of the details set out in paragraph 1.3 from Project Co, raise comments in accordance with paragraph 3(h)(vi) of Part 10 of the Schedule (*Review Procedure*) on Project Co's proposals and estimate referred to in paragraph 1 above.
- 3.1 On agreement, or determination in accordance with Part 26 of the Schedule (*Dispute Resolution Procedure*), of the Handback Works, the Handback Programme and/or the Handback Amount (as the case may be), Project Co shall procure that the Handback Works are carried out in accordance with the Handback Programme. Project Co shall carry out the Handback Works at its own cost notwithstanding that the actual cost of the Handback Works may be higher than the Handback Amount.
- 3.2 Project Co shall within twenty (20) Business Days of the agreement (or determination in accordance with Part 26 of the Schedule (*Dispute Resolution Procedure*) envisaged in paragraph 3.1, procure the provision of a bond (the "Handback Bond") in favour of the Trust

for an amount equal to the Handback Amount from a bank or insurance company authorised to carry out business in the United Kingdom.

3.3 Project Co shall carry out the Handback Works to the reasonable satisfaction of the Trust's Representative in accordance with Good Industry Practice and in accordance with the Handback Programme so as to meet the Handback Requirements.

3.4 Notwithstanding:

- (a) the agreement of the Trust's Representative to any Handback Works, the Handback Programme or the Handback Amount;
- (b) the participation of the Trust's Representative in any inspection under this Schedule; and/or
- (c) the complete or partial carrying out of the Handback Works,

Project Co shall not be relieved or absolved from any obligation to conduct any other inspection or to perform any other works in accordance with the Output Requirement and Method Statement for the Facilities.

4.1 Not later than six (6) months Business Days before the Expiry Date, Project Co and the Trust's Representative shall conduct a joint inspection of the Facilities. Such inspection shall confirm whether or not the condition of the Facilities is in accordance with paragraph 1 above.

4.2 On, or within twenty five (25) Business Days after, the Expiry Date, the Trust's Representative shall either:

- (a) issue to Project Co a Handback Certificate; or
- (b) notify Project Co of its decision not to issue the Handback Certificate stating the reasons for such decision.

4.3 Any notice given by the Trust's Representative in accordance with paragraph 4.2(b) shall set out each respect in which the Handback Works have not been completed or the Facilities do not comply with the Handback Requirements and shall state the Trust Representative's estimate of the cost of procuring that the Facilities comply in all respects with the Handback Requirements.

4.4 Project Co may, within fifteen (15) Business Days after receipt of the notice given in accordance with paragraph 4.2(b) by notice to the Trust's Representative, object to any matter set out in the Trust Representative's notice. The notice from Project Co shall give details of the grounds of such objection and shall set out Project Co's proposals in respect of such matters.

- 4.5 If no agreement is reached between Project Co and the Trust's Representative as to any matter referred to in Project Co's notice given in accordance with paragraph 4.4 within twenty (20) Business Days of receipt of that notice by the Trust's Representative, then either Project Co or the Trust's Representative may refer the matter for determination in accordance with Part 26 of the Schedule (*Dispute Resolution Procedure*) as to:
- (a) whether the Facilities comply in all respects with the Handback Requirements; and
 - (b) the estimated cost of procuring that the Facilities comply in all respects with the Handback Requirements, where the Facilities do not comply in all respects with the Handback Requirements.
5. If it is agreed or determined in accordance with Part 26 of the Schedule (*Dispute Resolution Procedure*) that the Facilities did not, at the Expiry Date, comply in all respects with the Handback Requirements, Project Co shall pay to the Trust an amount equal to the estimated cost of completing such Handback Works or procuring that the Facilities comply in all respects with the Handback Requirements. Such payment shall be made not later than twenty (20) Business Days after the estimated cost has been agreed or determined and, upon such payment being received by the Trust, the Trust's Representative shall issue the Handback Certificate and return the Handback Bond to Project Co.

**SECTION 1 OF PART 25 OF THE SCHEDULE RECORD PROVISIONS: GENERAL
REQUIREMENTS**

1. Project Co shall retain and maintain all the records (including superseded records) referred to in Section 2 of this Schedule in accordance with this Part of this Schedule, the requirements of Good Industry Practice, in chronological order, in a form that is capable of audit and at its own expense. Project Co shall make such records available for inspection to the Trust where it has reasonable cause for requiring such records, on giving reasonable notice.
2. Wherever practical, original records shall be retained and maintained in hard copy form. True copies of the original records may be kept by Project Co where it is not practicable to retain original records.
3. Those records relating to the Project Operations (including the design, construction, development, enhancement and maintenance of the Facilities) shall be retained for the duration of the Agreement.
4. Financial and other records (including without limitation all information provided in support of any Variation) shall be retained and maintained by Project Co for a period of at least six (6) years after the end of the Project Term in sufficient detail, in appropriate categories and generally in such a manner to enable Project Co to comply with its obligations under Clause 38.1 (*Information and Audit Access*) and where appropriate to enable the data in such records to be entered into the Financial Model so that the output from the Financial Model (on the basis of such data) can be directly compared with the actual financial cashflow and performance of Project Co.
5. Where Project Co wishes to dispose of any records maintained as provided in this Part 25 of this Schedule which are more than fifteen (15) years old, or in respect of which the required period for their retention has expired, then Project Co shall notify the Trust and if, within forty (40) Business Days of such notice, the Trust elects to receive certain of those records, then Project Co shall deliver up such records to the Trust in the manner and at the location as the Trust shall reasonably specify, and the costs of retaining those records in safe storage and delivering up the same shall be borne by Project Co.

6. Subject to paragraph 5, for a period of not more than six (6) years following the termination for whatever reason of this Agreement, Project Co shall retain in safe storage all such records as are referred to in Section 2 of this Schedule which were in existence at the date of termination of this Agreement. On the expiry of such period or at the earlier request of the Trust, Project Co shall deliver up all those records (or where those records are required by statute to remain with Project Co or a Contracting Associate of Project Co, copies thereof) to the Trust in the manner and at the location as the Trust shall reasonably specify. The Trust shall make available to Project Co all the records Project Co delivers up pursuant to this paragraph subject to reasonable notice. The costs of retaining those records in safe storage and delivering up the same shall be borne:
- (a) by Project Co where the termination arises as a result of a Project Co Event of Default; and
 - (b) by the Trust where the termination arises for any other cause.
7. Without prejudice to the foregoing, Project Co shall provide the Trust:
- (a) as soon as they may be available and in any event within sixty (60) Business Days after the end of the first six (6) months of each financial year of Project Co which falls during the Project Term, a copy, certified as a true copy by an officer of Project Co, of its unaudited interim accounts and, if appropriate, of consolidated unaudited interim accounts of Project Co, its Subsidiaries and Holding Company (if any) which would (if Project Co were listed on the London Stock Exchange whether or not it is) be required to be sent to shareholders as at the end of and for each such six (6) month period; and
 - (b) as soon as they shall have been sent to its shareholders in order to be laid before an annual general meeting of Project Co but not later than one hundred and thirty (130) Business Days after the end of each accounting reference period of Project Co part or all of which falls in a Contract Year, a copy of Project Co's audited accounts and if appropriate, of the consolidated audited accounts of Project Co and, its Associated Companies (if any), in respect of that period, prepared in accordance with the Companies Act 1985 and generally accepted accounting principles and bases in England, consistently applied together with copies of all related directors' and auditors' reports and all other notices/circulars to shareholders.
8. Any drawings required to be made or supplied pursuant to this Agreement shall be of a size

appropriate to show the detail to be depicted clearly without magnifying aids and shall conform to British Standards 1192 or 308 or equivalent as appropriate. Where by prior agreement the Trust has agreed to accept microfilm, microfiche or other storage media (which must include secure back up facilities), drawings and other documents shall be made or supplied in such form as has been agreed.

SECTION 2 OF PART 25 OF THE SCHEDULE: RECORDS TO BE KEPT

1. The Project Agreement, its Schedules and the Project Documents including all amendments to such agreements.
2. All other documents, software or other information expressly referred to in this Agreement.
3. Records relating to the appointment and supersession of the Trust's Representative and Project Co's Representative.
4. Project Data.
5. Documents, drawings, design data or submissions raised in accordance with Schedule 10 (*Review Procedure*).
6. Documents relating to planning applications, consents, refusals and appeals.
7. Records relating to any specialist or statutory inspections of the Facilities, including any roadways.
8. Notices, reports, results and certificates relating to completion of the Works and completion of the commissioning activities.
9. All operation and maintenance manuals.
10. Documents relating to events of Force Majeure, Delay Events and Relief Events and the consequences of the same.
11. All formal notices, reports or submissions made to or received from the Trust's Representative in connection with the provision of Services, the Monitoring of Performance or the Availability of the Facilities.
12. All certificates, licences, registrations or warranties related to the provision of Services.
13. Documents in support of claims for Services Payments.
14. Documents submitted in accordance with Part 22 of the Schedule (*Variation Procedure*) and all documents provided in support.
15. Documents related to referrals to the Dispute Resolution Procedure.
16. Documents related to change in ownership or any interest in any or all of the shares in Project Co.
17. Documents relating to the rescheduling of the indebtedness of Project Co or refinancing of the

Project.

18. Tax invoices and records related to Value Added Tax.
19. Financial records, including audited and unaudited accounts of [HoldCo and] Project Co and related reports.
20. Documents relating to Market Testing.
21. Records required by Law (including in relation to Health and Safety matters and health and safety files prepared pursuant to CDM Regulations) and all Consents.
22. Documents relating to insurance and insurance claims.

All other records, notices or certificates required to be produced and/or maintained by Project Co pursuant to this Agreement or any Project Document.

PART 26 OF THE SCHEDULE: DISPUTE RESOLUTION PROCEDURE

1. The procedure set out in this Schedule (the "Dispute Resolution Procedure") shall apply to any dispute, claim or difference arising out of or relating to this Agreement ("Dispute") except where it has been excluded from this procedure by an express term of this Agreement.
2. 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 in relation to any Dispute in which that party requires either:
 - (a) an order (whether interlocutory or final) restraining the other party from doing any act or compelling the other party to do any act; or
 - (b) a judgement for a liquidated sum to which there is no arguable defence.

Liaison Committee

3. Subject to paragraph 2 of this Schedule, all Disputes shall first be referred to the Liaison Committee for resolution. Any decision of the Liaison Committee shall be final and binding unless the parties otherwise agree.

Mediation

4. If the parties have been unable to resolve the Dispute within TEN (10) Business Days of referral to the Liaison Committee, they may refer the Dispute to mediation on such conditions as may be agreed between the parties. Any mediation shall be completed within THIRTY (30) Business Days of such referral and any decision arising therefrom shall be final and binding unless otherwise agreed by the parties.

Expert

- 5.1 Subject to paragraph 6 (*Fast Track*), if the Dispute has not been resolved within TEN (10) Business Days of it being referred to the Chief Executives of the Trust and Project Co, and they have chosen not to refer the Dispute to mediation, either party may by notice to the other refer the Dispute to an expert agreed by the parties to act as Expert in resolution of the Dispute. If the parties fail to agree the appointment of the Expert within THREE (3) Business Days of such notice, the Expert shall be appointed by the chairman for the time being of the Scottish Branch of the Chartered Institute of Arbitrators.

- 5.2.1 The Expert immediately upon appointment shall be requested to notify both parties in writing of the fees and expenses applicable to the determination, and the procedure to be applied to the conduct of the determination. In default of agreement by the parties of the Expert's fees and expenses the Expert shall be entitled to payment of such reasonable amounts as he may determine by way of fees and expenses reasonably incurred by him, borne by the parties as the Expert shall specify or, in default, equally.
- 5.2.2 The parties shall be jointly and severally responsible for the Expert's fees and expenses and shall pay the same within seven days of receipt of the Expert's fee account.
- 5.2.3 The parties may at any time agree to revoke the appointment of the Expert and in such circumstances the fees and expenses of that Expert shall, subject to paragraph 1.6 be determined and payable in accordance with paragraph 1.2.
- 5.2.4 Where the revocation of the appointment of the Expert is due to the default or misconduct of the Expert the parties shall not be liable to pay the Expert's fees and expenses.
- 5.2.5 The Expert shall have the power to take the initiative in ascertaining the facts and the law. Without prejudice to the generality of the foregoing the Expert may:
- 5.2.5.1 open up, review and revise any decision taken or any certificate given by any person referred to in this Agreement, unless this Agreement states that the decision or certificate is final and conclusive;
 - 5.2.5.2 decide that any of the parties to the Dispute is liable to make a payment under this Agreement or assess and/or make an award of damages in connection with this Agreement and, when those payments are due and the final date for payment;
 - 5.2.5.3 having regard to any term of this Agreement relating to the payment of interest, decide the circumstances in which, the rates at which, and the periods for which simple or compound rates of interest shall be paid;
 - 5.2.5.4 request any party to supply him with such documents as he may reasonably require including, if he so directs, any written statement which may be limited in length at the discretion of the Expert;
 - 5.2.5.5 meet and question any of the parties to this Agreement and their representatives but not outwith the presence of the other party;
 - 5.2.5.6 subject to obtaining any necessary consent from a third party or parties, make such site visits and inspections as he considers appropriate, whether

- accompanied by the parties or not;
- 5.2.5.7 subject to obtaining any necessary consent from a third party or parties, carry out any tests or experiments;
- 5.2.5.8 obtain and consider such representations and submissions as he requires;
- 5.2.5.9 give directions as to the timetable for the determination, any deadlines, or limits as to the length of written documents or oral representations to be complied with;
- 5.2.5.10 issue such other directions relating either to the conduct of the determination as he considers appropriate;
- 5.2.5.11 with the prior written consent of the parties, not to be unreasonably withheld resign on account of illness incapacity or other material grounds;
- 5.2.5.12 rule upon his own substantive jurisdiction;
- 5.2.5.13 make use of his own specialist knowledge;
- 5.2.5.14 obtain advice from specialist consultants (including without limitation legal advice), provided that at least one of the parties so requests or consents;
- 5.2.6 The Expert shall not be required to state reasons for his decision, unless one of the parties requests at the time of appointment of the Expert that reasons be provided.
- 5.2.7 The decision may include a direction that one party should be responsible for the Expert's fees and expenses and, if the Expert thinks fit, a direction that one party should make a contribution to the other party's costs of the determination.
- 5.3 The Expert shall act as an expert and not as an arbitrator and shall act fairly and impartially.
- 5.4 The decision of the Expert shall be final and binding on both parties unless and until finally determined by subsequent litigation proceedings or by arbitrations (if the parties agree to arbitration) or agreement between the parties. The parties agree to implement the Expert's decision without delay.

Fast Track Dispute Resolution Procedure

- 6.1 Any dispute which relates to matters which are expressly stated in this Agreement to be subject to the Fast Track Dispute Resolution Procedure, may at any time be referred direct to an Expert without observing paragraphs 3 and (where appropriate) 4. Following such referral, the provisions of paragraph 5 shall apply:

Court

- 7.1 All disputes to the extent not finally resolved pursuant to the procedures set out in the

foregoing provisions of this Schedule shall be referred to the court of Session, Edinburgh and the Court of Session shall have jurisdiction to determine the rights of the parties in respect of such Dispute.

- 7.2 Unless this Agreement has already been repudiated or terminated Project Co shall, notwithstanding that any Dispute is subject to the Dispute Resolution Procedure set out in this Schedule 26, continue to carry out its obligations in accordance with this Agreement.

PART 27 OF THE SCHEDULE PROJECT CO INFORMATION: PROJECT CO INFORMATION

1. Name : Stonehouse Hospitals Limited

2. Date of Incorporation : 12 June 2003

3. Registered number : SC251033

4. Registered office : Eldo House, Monkton Road, Prestwick, Ayrshire,
KA9 2PB

5. Directors

Name	Address
Ray Anthony Eve	12 Davies Drive, Alexandria G83 OUH
James Thomson	31A St Ninians Road, Prestwick, Ayrshire, KA9 1SL
Donald Archibald McKinnon	39 Carlaverock Road, Newlands, Glasgow, G43 2R2
Allan Gillies MacDonald	Doonside, High Maybole Road, Ayr, KA7 4EB

6. Secretary

Name	Address
James Thomson	31A St Ninians Road, Prestwick, Ayrshire, KA9 1SL

7. Subsidiary undertakings at the : None
date of this Agreement

8. Authorised and issued share : Authorised Share Capital £50,000 divided into 50,000 capital at the date of this ordinary shares of £1 each.

Agreement Issued Share Capital is £33,000 divided into 33,000 ordinary shares of £1 each.

Name and address of registered holder	Number and class held	Amount paid up
Dawn Construction Limited Eldo House, Monkton Road, Prestwick, Ayrshire KA9 2PB	28,050 ordinary £1	£28,050
Mackenzie Investments (Stonehouse) Limited	4,950 ordinary £1	£4,950

9. Loan Stock at the date of this Agreement issued as follows: None.

Name and address of registered holder	Nominal value of Loan stock
N/A	N/A

10. Loan Stock Provisions

PART 28 OF THE SCHEDULE: CERTIFICATE OF PRACTICAL COMPLETION

The Certificate of Practical Completion to be issued by the Trust's Representative pursuant to this Agreement shall be in the form of the following draft certificate and shall be duly completed by the Trust's Representative and be issued by the Trust's Representative to the Trust (with duplicates thereof being simultaneously issued to the Contractor and the Funders) in accordance with the provisions of this Agreement.

CERTIFICATE OF PRACTICAL COMPLETION

Contract: Project Agreement made between Lanarkshire Primary Care NHS Trust and [Insert name of Project co] dated [] 2003.

Issued by: [Insert name of Trust's Representative]

To:

- (1) Lanarkshire Primary Care NHS Trust**
- (2) [insert name of Project Co]**
- (3) [insert name of Funders]**

Dear Sirs

Under the terms of the Project Agreement made between Lanarkshire Primary Care NHS Trust and [Insert name of Project co] dated [] 2003. I hereby certify as follows:

In my opinion completion of the Facilities under and in accordance with the Project Agreement occurred on [] which date shall be the Actual Completion Date for the purposes of the Project

Agreement.

This certificate is issued subject to completion of the Snagging Items specified in the Snagging Items List attached hereto.

In this Certificate all words and expressions shall have the meanings given to them in the Project Agreement.

Signed:

Date:

For and on behalf of

[Insert name of Trust's Representative]

Note: The issue of this Certificate does not indicate that any work or materials or goods or workmanship are accepted as complying with the specification or as being in accordance with the Project Agreement.

PART 29 OF THE SCHEDULE: REFINANCING

For the purposes of this Agreement, and in particular this Part 29 of the Schedule (Refinancing), unless the context otherwise requires:

"Distribution"

means

- (a) whether in cash or in kind, any:
 - (i) dividend or other distribution in respect of share capital;
 - (ii) reduction of capital, redemption or purchase of shares or any other reorganisation or variation to share capital;
 - (iii) payments under the Subordinated Financing Agreements (whether of principal, interest, breakage costs or otherwise);
 - (iv) payment, loan, contractual arrangement or transfer of assets or rights to the extent (in each case) it was put in place after the date of execution of this Agreement and was neither in the ordinary course of business nor on reasonable commercial terms;
 - (v) the receipt of any other benefit which is not received in the ordinary course of business and on reasonable commercial terms, or
- (b) the early release of any Contingent Funding Liabilities, the amount of such release being deemed to be a gain for the purposes of any calculation of Refinancing Gain.

"Equity IRR"

means the projected blended rate of return to the Relevant Persons over the full term of the Contract having regard to Distributions made and projected to be made.

"Exempt Refinancing"

means

- (a) any Refinancing that was fully taken into account in the calculation of the Service Payments;
- (b) a change in taxation or change in accounting treatment;

- (c) waivers, consents and similar actions which relate to day to day administrative and supervisory matters that are in respect of breaches of representations or warranties, late or non-provision of information of amendments to sub-contracts;
- (d) any sale of shares in Project Co by the shareholders or securitisation of the existing rights and/or interests attaching to shares in Project Co;
- (e) any sale or transfer of the Subordinates Lenders' existing rights and/or interests under the Subordinated Financing Agreements or securitisation of the Subordinated Lenders' existing rights and/or interests under the Subordinated Financing Agreements; or
- (f) any Qualifying Bank Transaction.

"Financial Close"

means the date of this Agreement.

"Pre-Refinancing Equity IRR"

means the nominal post-tax Equity IRR calculated immediately prior to the Refinancing.

"Qualifying Bank"

means a bank that is authorised by the Bank of England to accept deposits in the United Kingdom.

"Qualifying Bank Transaction"

means:

- (a) the disposition by the Senior Funder of any of its rights or interests in the Senior Funders Agreements a Qualifying Bank;
- (b) the grant by the Senior Funder to a Qualifying Bank of any rights of participation in respect of the Senior Funder Agreement; or
- (c) the grant by the Senior Funder to a Qualifying Bank of any other form of benefit or interest in either the Senior Funder Agreement or the revenues or assets of Project Co, whether by way of security or otherwise.

"Qualifying Refinancing"

means any Refinancing that will give rise to a Refinancing Gain that is not an Exempt Refinancing;

"Refinancing"

means

- (a) any amendment, variation, novation, supplement or replacement of any Funding Agreement (other than any Subordinated Financing Agreement);
- (b) the exercise of any right, or the grant of any waiver or consent, under any Funding Agreement (other than any Subordinated Financing Agreement];

- (c) the disposition of any rights or interests in, or the creation of any rights of participation in respect of, the Funding Agreements (other than the Subordinated Financing Agreements) or the creation or granting of any other form of benefit or interest in either the Funding Agreements (other than the Subordinated Financing Agreements) or the contracts, revenues or assets of Project Co whether by way of security or otherwise; or
- (d) any other arrangement put in place by Project Co or another person which has an effect which is similar to any of (a)-(c) above or which has the effect of limiting Project Co's ability to carry out any of (a)-(c) above.

"Refinancing Gain"

means an amount equal to the greater of zero and $[(A - B) - C]$, where:

A = the net present value of the Distributions projected immediately prior to the Refinancing (taking into account the effect of the Refinancing and using the Financial Model as updated (including as to the performance of the Project) so as to be current immediately prior to the Refinancing) to be made to each Relevant Person over the remaining term of this Agreement following the Refinancing;

B = the net present value of the Distributions projected immediately prior to the Refinancing (but without taking into account the effect of the Refinancing and using the Financial Model as updated (including as to the performance of the Project) so as to be current immediately prior to the Refinancing) to be made to each Relevant Person over the remaining term of this Agreement following the Refinancing; and

C = any adjustment required to raise the Pre-Refinancing Equity IRR to the Threshold Equity IRR.

"Relevant Person"

means a Shareholder and any of its Associates.

"Shareholder"

means any person from time to time holding share capital in Project Co.

"Subordinated Financing Agreements"

means the documents to be entered into pursuant to the Loan Finance Undertakings granted by Dawn Group Limited and Mackenzie Investments (Stonehouse) Limited of even date with this Agreement subject to the prior approval of the Trust;

"Subordinated Lender"

means either parties providing debt under the Subordinated Financing Agreements;

"Threshold Equity IRR"

means 15.12%

1. Project Co shall obtain the Trust's prior written consent to any Qualifying Refinancing and both the Authority and the Contractor shall at all times act in good faith with respect to any Refinancing.
2. The Trust shall be entitled to receive a 50 per cent share of any Refinancing Gain.
3. The Trust shall not withhold or delay its consent to a Qualifying Refinancing to obtain a greater than 50 per cent share of the Refinancing Gain.
4. Project Co shall promptly provide the Trust with full details of any proposed Qualifying Refinancing, including a copy of the proposed financial model relating to it (if any) and the basis for the assumptions used in the proposed financial model. The Trust shall (before, during and at any time after any Refinancing) have unrestricted rights of audit over any financial model and documentation (including any aspect of the calculation of the Refinancing Gain) used in connection with that Refinancing (whether the Refinancing is a Qualifying Refinancing or not).
5. The Trust shall have the right to elect to receive its share of any Refinancing Gain as:
 - (a) a single payment in an amount less than or equal to any Distribution made on or about the date of the Refinancing;
 - (b) a reduction in the Service Payments over the remaining term of this Agreement; or
 - (c) a combination of any of the above.
6. The Trust and Project Co will negotiate in good faith to agree the basis and method of calculation of the Refinancing Gain and payment of the Trust's share of the Refinancing Gain (taking into account how the Trust has elected to receive its share of the Refinancing Gain under Clause 5 above). If the parties fail to agree the basis and method of calculation of the Refinancing Gain or the payment of the Trust's share, the dispute shall be determined in accordance with Clause 56 (Dispute Resolution Procedure)
7. The Refinancing Gain shall be calculated after taking into account the reasonable and proper professional costs that each party directly incurs in relation to the Qualifying Refinancing and on the basis that all reasonable and proper professional costs incurred by the Trust will be paid to the Trust by Project Co within 28 days of any Qualifying Refinancing.