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**Part 3: PFI Documents**

The documents comprising the PFI Documents are in order of priority:

PFI Contract

Occupational Sublease

Ground Lease



**Part 4: SPC Information**

H DGH Limited

Date of Incorporation: 11 February 1998

Registered Number: 3508096

Registered Office: Tempsford Hall, Sandy, Bedfordshire SG19 2BD

Directors: T Pearson  
C L Mitchell  
G Barnes

Company Secretary: C L Mitchell

Authorised Capital: £1,000 (1,000 £1 shares)

Issued Capital: £100

Shareholder: H DGH Holdings Limited (100%)

Subordinated Debt: c£8.6m



**Part 5: Alienation Criteria**

The Alienation Criteria shall be deemed satisfied in the following circumstances (and only if all relevant criteria are met):

**1 Financial Default**

where the SPC is in Financial Default, and a Creditor or any assignee nominated pursuant to the Trust Direct Agreement is appointed, the Creditor or any such assignee shall, upon immediate request by the Trust, demonstrate that it:

- 1.1 is, or has entered into a long term contract, expiring not earlier than the then anticipated Expiry Date, in terms acceptable to the Trust, acting reasonably, with a person who will provide professional management of the delivery of the Facilities and Service by the SPC to the Trust, and who:
  - 1.1.1 is demonstrably suitable and capable as the provider of the Facilities and the Services
  - 1.1.2 has a successful track record in the provision of similar services to the Facilities and Services elsewhere in the United Kingdom
  - 1.1.3 satisfies the criteria set out in paragraphs 14 to 18 of the Public Services Contracts Regulations 1993
- 1.2 assumes the obligations of the SPC as a party to all parts of the PFI Documents contemporaneously
- 1.3 can demonstrate adequate financial resources to enable it to deliver the Facilities and Services as contemplated in the obligations it will assume under the PFI Documents
- 1.4 delivers to the Trust a bank guarantee supporting its obligations under the PFI Documents for an amount of not less than 100% of the then outstanding cost of completing the Project.

**2 Assignment**

in the period following the Hospital Operations Date only, to an assignee who

- 2.1 is, or has entered into a long term contract, expiring not earlier than the then anticipated Expiry Date, in terms acceptable to the Trust, acting reasonably, with a person who will provide professional management of the delivery of the Facilities and Services by the SPC to the Trust, and who:
  - 2.1.1 is demonstrably suitable and capable as the provider of the Facilities and the Services
  - 2.1.2 has a successful track record in the provision of similar services to the Facilities and Services elsewhere in the United Kingdom
  - 2.1.3 satisfies the criteria set out in paragraphs 14 to 18 of the Public Services Contracts Regulations 1993
- 2.3 assumes the obligations of the SPC as a party to all parts of the PFI Documents contemporaneously



2.3 can demonstrate adequate financial resources to enable it to deliver the Facilities and Services as contemplated in the obligations it will assume under the PFI Documents

and in any other case are not satisfied.



**Part 6: Change Control Procedure**

- 1 If the Trust issues a Change Notice to the SPC the SPC shall submit a CCN containing the details set out below to the Trust within 28 days (or such longer period as may be reasonable having regard to the information received from the Trust as stipulated by the Trust in the Change Notice) of the date of the Change Notice.
- 2 A recommendation by the SPC for a Change shall take the form of and shall be deemed to be a CCN dated as at the date of submission. Each CCN or recommendation pursuant to this paragraph related to a Change of Law shall comply with the requirements of this Part as if it were a Facilities Change and/or a Services Change, mutatis mutandis.
- 3 Each CCN shall contain:
  - 3.1 the title of the Change
  - 3.2 the originator of the requirement or recommendation for the Change
  - 3.3 the reason for the Change
  - 3.4 full details of the Change
  - 3.5 a timetable for implementing the Change
  - 3.6 the date of expiry of the validity of the CCN which shall not in any event be less than six weeks following the date of the CCN
  - 3.7 details of the likely impact of the Change on the provision of the Facilities and/or the Services including security arrangements, Service Standards, working arrangements, likely implementation period or other matters, identified by the SPC to be of relevance
  - 3.8 details of required amendments to Table 1 of Part 1A (and on every occasion when any revision is made to Table 1 of Part 1A the Unitary Charge will be determined in accordance with Part 1A pursuant to the Change Control Procedure, Table 1 of Part 1A as revised shall be Table 1 of Part 1A for all purposes under the Agreement).
- 4 Each CCN relating to a Facilities Change shall also contain:
  - 4.1 a basic design for the Facilities Change if any design work is involved
  - 4.2 an elemental cost plan for implementing the Facilities Change constituting the Change Capital Cost
  - 4.3 the Change Financing Cost, the Change Capital Cost or the Change Capital Saving
  - 4.4 a Change Schedule in the form set out in Table 2b of Part 1A or as otherwise agreed with the Trust
  - 4.5 the identity of the Contractor(s) carrying out works in connection with the Facilities Change or the project manager managing the works
  - 4.6 security arrangements during the works
  - 4.7 the effect on the provision of any Service arising as a consequence of the Facilities Change and any Service Changes required



- 4.8 the effect on Availability of the Hospital or the provisions of the Services during the execution of the works
  - 4.9 proposals as to any other changes reasonable required to the Project Documents
  - 4.10 proposals for obtaining Relevant Permissions
  - 4.11 proposals as to the length of any Extension of Time required.
  - 4.12 if the CCN is given after the Hospital Operations Date, evidence satisfactory to the Trust acting reasonably that the SPC has undertaken an open market tender to cost the Change, or where this has not been undertaken, confirmation that the Trust has agreed that an open market tender is not required
  - 4.13 evidence satisfactory to the Trust acting reasonably to demonstrate the work undertaken by the SPC to ensure that it has procured a cost effective Facilities Change for the Trust including the most economic Change Financing Cost
  - 4.14 any additional information reasonably requested by the Trust to satisfy itself that the SPC has proposed a competitive cost effective Facilities Change
- 5 Each CCN relating to a Service Change shall also contain:
- 5.1 a detailed breakdown of any Change Capital Costs (if any), Change Capital Savings, Increased Operating Costs or Operational Savings
  - 5.2 a Change Schedule in the form set out Table 2b of Part 1A, or as otherwise agreed with the Trust
  - 5.3 the effect on the duties of Staff providing the Service affected
  - 5.4 the effect on any other Service
  - 5.5 the identity and numbers of Staff to perform the additional or changed duties
  - 5.6 any training required or other transitional arrangements necessary for implementing the Change
  - 5.7 proposals as to any other changes reasonably required to the Project Documents
  - 5.8 the effect on the Facilities arising as a consequence of the Services Change and any necessary Facilities Change (if any).
  - 5.9 evidence satisfactory to the Trust acting reasonably that inviting an open market tender in respect of the Change would not result in a materially lower cost
  - 5.10 evidence satisfactory to the Trust acting reasonably to demonstrate the work undertaken by the SPC to ensure that it has procured a cost effective Service Change for the Trust including the most economic Change Financing Cost
  - 5.11 any additional information reasonably requested by the Trust to satisfy itself that the SPC has proposed a competitive cost effective Service Change

- 6 On receipt of a CCN the Trust shall, within the period of the validity of the CCN:
- 6.1 allocate a sequential number to the CCN
  - 6.2 evaluate the CCN and as appropriate:
    - 6.2.1 request further information
    - 6.2.3 approve the CCN
    - 6.2.4 negotiate the proposals contained in the CCN or
    - 6.2.5 notify the SPC of the rejection of the CCN.
- 7 If the proposals contained in a CCN are negotiated or otherwise altered then the SPC shall produce an amended copy of the CCN for signature.
- 8 If the Trust and the SPC agree the terms of the CCN the Trust shall approve the CCN and each party shall sign and deliver to the other two copies of the CCN.
- 9 If the Trust and the SPC are unable to agree any matter contained in a CCN within the period of the validity of the CCN either party shall be entitled to refer the matter for resolution under the Dispute Resolution Procedure.
- 10 Any refusal by the Trust to approve the CCN shall not affect the rights and liabilities of either party under the PFI Documents and any such refusal shall not constitute a waiver by the Trust of any of its rights under the PFI Documents.
- 11 If a Facilities Change requires a Service Change the Service Change shall be subject to a separate CCN.
- 12 A Change shall come into effect on
- (i) signature of the CCN by both parties
  - (ii) determination of all matters referred to the Dispute Resolution Procedure pursuant to paragraph 9 of this Part 6
- unless other provisions in this Part 6 require earlier implementation), and shall constitute an amendment to the PFI Documents provided that in the event of any conflict between the terms of a CCN and the Clauses of this Agreement, the Clauses of this Agreement shall prevail.
- 13 All signed CCNs shall be recorded in a CCN file to be maintained by the Trust.



**Part 7: Liaison Procedure**

- 1 The principal functions of the Liaison Group shall be:
- 1.1 to establish a co-operative structure for operating the Hospital, particularly with a view to maximising the operational efficiency at the Hospital
  - 1.2 to oversee the interaction of Trust functions and SPC functions at the Hospital, particularly with a view to maximising the operational efficiency at the Hospital
  - 1.3 to facilitate the exchange of financial and operating information between the Trust and the SPC
  - 1.4 to supervise the operation of the sub-groups set up by the Liaison Group
  - 1.5 to resolve (so far as possible) any contentious issues without resort to the Dispute Resolution Procedure.

The Liaison Group shall have no management, executive or general supervisory function at the Hospital. It shall adopt the procedures ("Liaison Procedure") set out below.

- 2 The Liaison Group shall consist of at least 6 members comprising:
- 3 members to be appointed by the Trust one of whom shall be appointed Chairman
  - 3 members to be appointed by the SPC

Membership of the Liaison Group may only be increased with the consent of both the Trust and the SPC. The Liaison Group shall be entitled to appoint individuals to the sub-groups envisaged in Paragraph 5 as it sees fit.

- 3 The Liaison Procedure shall apply to all aspects of the PFI Documents.
- 4 The Liaison Group shall in the Development Phase meet on a monthly basis or at such other frequency as the majority of its members may determine, to review progress of the Project. From and after the Hospital Operations Dates the Liaison Group shall meet as often as a majority of its members may determine. Members of the Liaison Group shall communicate with one another as often as necessary to ensure the successful and efficient operation of the Project, the Hospital and the avoidance of disputes.
- 5 Without prejudice to the other paragraphs of this Part 7, the Liaison Group may from time to time create designated sub-groups to carry out functions specifically delegated by the Liaison Group. These shall as a minimum include:
- a risk management sub-group
  - a control of infection sub-group
  - a fire safety sub-group
  - a facilities management sub-group
  - a Hospital and estate maintenance sub-group
  - an Equipment maintenance sub-group



- a disaster/emergency scenario planning sub-group

and additionally in the Development Phase:

- a Hospital design sub-group
- a Hospital Commissioning sub-group.

6 The Liaison Group shall produce a monthly report which will set out in detail the matters that have been discussed between the members and identify areas of agreement and disagreement. Each sub-group will produce a monthly report to the Liaison Group to the extent required by it.

7 Any matter which cannot be resolved within the Liaison Group shall be resolved in accordance with the Dispute Resolution Procedure.

Should the Trust Representative and the SPC Contract Manager agree that, in the best interests of the implementation of the Project, the operation of the Hospital or the provision of the Services would be better served by the removal of one or more members of the Liaison Group or any sub-group, they may so direct in writing and the Trust or the SPC, as the case may be, will put forward to them the name(s) of alternative members for either the Liaison Group or the relevant sub-group.

8 The relevant person shall, with the consent of the other party, such consent not to be unreasonably withheld or delayed, become a member of the Liaison Group or the relevant sub-group as from the date of its next meeting.



**Part 8: Employee Information****ESTATES****HAIRMYRES AND STONEHOUSE HOSPITALS NHS TRUST  
DIRECTORATE OF FACILITIES MANAGEMENT**

Staff No.	Annual Leave	Bank Holidays	Pension	Grade	Job Title	Perm/Temp	Contract Hrs	Age	LoS	Pay Scale PT Amount
L0029211	30	10	NHS	GEN/SEN MANAGER 5	ESTATES MANAGER	P	37	38	12	£35,731
L1020196	25	10	NHS	GEN/SEN MANAGER 5	ESTATES MANAGER	P	37	41	4	£35,731
L0035432	25	10	NHS	ESTATE OFFICER 3	ESTATES OFFICER 3	P	37	37	7	£25,099
L0033022	25	10	NHS	ESTATE OFFICER 3	ESTATES OFFICER 3	P	37	41	9	£23,099
L5005914	25	10	NHS	ESTATE OFFICER 2	ESTATES OFFICER 2	P	37	28	3	£16,879
L5005906	30	10	NHS	ESTATE OFFICER 2	ESTATES OFFICER 2	P	37	45	10	£16,879
L0107131	30	10	NHS	ESTATE OFFICER 2	ESTATES OFFICER 2	P	37	38	12	£17,555
L5019125	25	10	NHS	ESTATE OFFICER 2	ESTATES OFFICER 2	F	37	52	0	£15,607



## FACILITIES

HAIRMYRES AND STONEHOUSE HOSPITALS NHS TRUST  
DIRECTORATE OF FACILITIES MANAGEMENT

Staff No.	Annual Leave	Bank Holidays	Pension	Grade	Job Title	Perm/Temp	Contract Hrs	Age	LoS	Pay Scale PT Amount
L035385	23	10	NHS	A&C GRADE 3	ADMIN ASSISTANT	P	37	62	6	£10,783



## GARDENERS

HAIRMYRES AND STONEHOUSE HOSPITALS NHS TRUST  
DIRECTORATE OF FACILITIES MANAGEMENT

Staff No.	Annual Leave	Bank Holidays	Pension	Grade	Job Title	Perm/Temp	Contract Hrs	Age	LoS	Pay Scale PT Amount
L5000785	20	10	NHS	GARDEN LABOURER	GARDEN LABOURER	P	39	54	4	£7,638
L5000793	20	10	NONE	GARDEN LABOURER	GARDEN LABOURER	P	39	26	4	£7,638
L5012538	20	10	NONE	GARDEN LABOURER	GARDEN LABOURER	P	39	45	1	£7,638



## HOTEL SERVICES MANAGEMENT

HAIRMYRES AND STONEHOUSE HOSPITALS NHS TRUST  
DIRECTORATE OF FACILITIES MANAGEMENT

Staff No.	Annual Leave	Bank Holidays	Pension	Grade	Job Title	Perm/Temp	Contract Hrs	Age	LoS	Pay Scale PT Amount
L0028584	25	10	NHS	A & C GRADE 6	DEPUTY HOTEL SERVICES MANAGER	P	37	47	15	£19,365
L0032840	25	10	NHS	A & C GRADE 4	ASSISTANT HOTEL SERVICES MANAGER	P	37	46	13	£13,606
L0095605	25	10	NHS	A & C GRADE 3	ASSISTANT KITCHEN SUPERINTENDENT	P	37	39	22	£11,216
L0094552	25	10	NHS	A & C GRADE 3	HOUSEKEEPING MANAGER	T(P)	37	50	20	£10,783
L0096164	25	10	NHS	A & C GRADE 2	CLERICAL OFFICER	P	37	46	13	£9,660



## LINEN, SEWING ROOM, LAUNDRY

HAIRMYRES AND STONEHOUSE HOSPITALS NHS TRUST  
DIRECTORATE OF FACILITIES MANAGEMENT

Staff No.	Annual Leave	Bank Holidays	Pension	Grade	Job Title	Perm/ Temp	Contract Hrs	Age	LoS	Pay Scale PT Amount
L009550	25	10	NHS	A & C GRADE 3	LINEN SERVICES MANAGER	P	37	49	19	£10,368
L5009529	23	10	NONE	SEWING RM ASST	SEWING RM ASST	T(P)	27.5	33	6	£7,638
L1007130	23	10	NONE	SEWING RM ASST	SEWING RM ASST	P	25	38	5	£7,638
L5019818	20	10	NHS	LAUNDRY WORKER	PERSONAL LAUNDRY ASST	T	12	24	1	£7,560
L5019885	20	10	NHS	LAUNDRY WORKER	PERSONAL LAUNDRY ASST	T	12	18	0	£7,560



## SWITCHBOARD

HAIRMYRES AND STONEHOUSE HOSPITALS NHS TRUST  
DIRECTORATE OF FACILITIES MANAGEMENT

Staff No.	Annual Leave	Bank Holidays	Pension	Grade	Job Title	Perm/Temp	Contract Hrs	Age	LoS	Pay Scale PT Amount
L0104779	25	10	NHS	A & C GRADE 4	SWITCHBOARD	P	37	53	10	£13,606
L5006996	25	10	NHS	TELEPHONIST	TELEPHONIST	P	39	48	10	£8,605
L0096040	25	10	NHS	TELEPHONIST	TELEPHONIST	P	39	40	14	£8,605
L0097004	25	10	NHS	TELEPHONIST	TELEPHONIST	P	39	33	12	£8,605
L0097365	25	10	NHS	TELEPHONIST	TELEPHONIST	P	39	46	11	£8,605
L5014816	20	10	NONE	TELEPHONIST	TELEPHONIST	T(P)	39	20	1	£8,605
L5007658	20	10	NONE	TELEPHONIST	TELEPHONIST	P	39	43	2	£8,605
L5019079			NONE	TELEPHONIST	TELEPHONIST - BANK	BANK		45	0	£7,486
L5016932			NONE	TELEPHONIST	TELEPHONIST - BANK	BANK		23	0	£7,486



## COOKS

HAIRMYRES AND STONEHOUSE HOSPITALS NHS TRUST  
DIRECTORATE OF FACILITIES MANAGEMENT

Staff No.	Annual Leave	Bank Holidays	Pension	Grade	Job Title	Perm/Temp	Contract Hrs	Age	LoS	Pay Scale PT Amount
L0096202	25	10	NHS	A & C GRADE 3	COOK	P	13	31	13	£10,368
L5016998	20	10	NONE	A & C GRADE 3	COOK	T(P)	20	31	0	£10,368
L0095842	25	10	NHS	A & C GRADE 3	COOK	P	37	38	16	£10,368
L010163X	23	10	NONE	A & C GRADE 3	COOK	P	20	29	9	£10,368
L5016894	20	10	NHS	A & C GRADE 3	COOK	P	35	37	0	£10,368
L0104493	23	10	NHS	A & C GRADE 3	COOK	P	32.5	32	8	£10,368
L0100900	23	10	NHS	A & C GRADE 3	COOK	P	37	31	8	£10,368
L035256X	23	10	NHS	A & C GRADE 3	COOK	P	37	36	6	£10,368
L1023804	23	10	NONE	A & C GRADE 3	COOK	P	37	34	7	£10,368





## CATERING ASSISTANTS, CATERING

HAIRMYRES AND STONEHOUSE HOSPITALS NHS TRUST  
DIRECTORATE OF FACILITIES MANAGEMENT

Staff No.	Annual Leave	Bank Holidays	Pension	Grade	Job Title	Perm/Temp	Contract Hrs	Age	LoS	Pay Scale PT Amount
L501056X	20	10	NONE	DINING ROOM SUPERVISOR	CATERING ASSISTANT	P	20	34	2	£8,435
L5019281	20	10	NONE	CATERING ASSISTANT	CATERING ASSISTANT	T	12	32	0	£7,338
L5012082	20	10	NONE	CATERING ASSISTANT	CATERING ASSISTANT	T(P)	20	30	2	£7,486
L5019532	20	10	NHS	CATERING ASSISTANT	CATERING ASSISTANT	T	25	33	0	£7,338
L5019508	20	10	NONE	CATERING ASSISTANT	CATERING ASSISTANT	T	20	51	0	£7,338
L5019451	20	10	NONE	CATERING ASSISTANT	CATERING ASSISTANT	T	25	26	0	£7,338
L5019060	20	10	NHS	CATERING ASSISTANT	CATERING ASSISTANT	T(P)	8	32	0	£7,338
L5006066	20	10	NONE	CATERING ASSISTANT	CATERING ASSISTANT	P	8	37	3	£7,638
L5014808	20	10	NONE	CATERING ASSISTANT	CATERING ASSISTANT	T(P)	8	53	1	£7,486
L5017248	20	10	NONE	CATERING ASSISTANT	CATERING ASSISTANT	T(P)	25	28	0	£7,338
L5012405	20	10	NONE	CATERING ASSISTANT	CATERING ASSISTANT	P	8	20	1	£7,486
L501882X	20	10	NHS	CATERING ASSISTANT	CATERING ASSISTANT	T(P)	8	33	0	£7,338
L501901X	20	10	NONE	CATERING ASSISTANT	CATERING ASSISTANT	T(P)	25	20	0	£7,338
L5016363	20	10	NONE	CATERING ASSISTANT	CATERING ASSISTANT	T(P)	6	28	0	£7,338
L5017114	20	10	NONE	CATERING ASSISTANT	CATERING ASSISTANT	T(P)	8	40	0	£7,338
L5019001	20	10	NONE	CATERING ASSISTANT	CATERING ASSISTANT	T(P)	20	43	0	£7,338
L5018498	20	10	NONE	CATERING ASSISTANT	CATERING ASSISTANT	T(P)	8	35	0	£7,336
L5010233	20	10	NONE	PORTER	CATERING ASSISTANT	P	37.5	36	2	£7,638
L501431X	20	10	NONE	PORTER	KITCHEN PORTER	P	37.5	51	1	£7,486



**CATERING ASSTS. DINING ROOM**

**HAIRMYRES AND STONEHOUSE HOSPITALS NHS TRUST**  
**DIRECTORATE OF FACILITIES MANAGEMENT**

[illegible]

DOMESTIC SUPERVISOR TEAM LEADER

HAIRMYRES AND STONEHOUSE HOSPITALS NHS TRUST  
DIRECTORATE OF FACILITIES MANAGEMENT

Staff No.	Annual Leave	Bank Holidays	Pension	Grade	Job Title	Perm/Temp	Contract Hrs	Age	LoS	Pay Scale PT Amount
L1011987	23	10	NHS	DOMESTIC SUPERVISOR	TEAM LEADER	P	15	42	5	£8,435
L0099988	25	10	NONE	DOMESTIC SUPERVISOR	TEAM LEADER	P	15	36	10	£8,435
L0101338	23	10	NONE	DOMESTIC SUPERVISOR	TEAM LEADER	P	30	37	8	£8,435
L100767X	23	10	NONE	DOMESTIC SUPERVISOR	TEAM LEADER	P	37.5	48	5	£8,435
L0101281	23	10	NONE	DOMESTIC SUPERVISOR	TEAM LEADER	P	15	40	8	£8,435
L1014005	23	10	NONE	DOMESTIC SUPERVISOR	TEAM LEADER	P	10	36	5	£8,435
L0097438	25	10	NONE	DOMESTIC SUPERVISOR	TEAM LEADER	P	20	44	11	£8,435
L5017416	20	10	NONE	DOMESTIC SUPERVISOR	TEAM LEADER	P	6	33	0	£8,435
L0095710	25	10	NONE	DOMESTIC SUPERVISOR	TEAM LEADER	P	20	46	17	£8,435
L1014765	20	10	NHS	DOMESTIC SUPERVISOR	TEAM LEADER	P	37.5	48	4	£8,435
L5010578	20	10	NONE	DOMESTIC SUPERVISOR	TEAM LEADER	P	37.5	51	2	£8,435
L1022849	23	10	NONE	DOMESTIC SUPERVISOR	TEAM LEADER	P	37.5	56	8	£8,435



DOMESTIC ASSISTANT - MAID

HAIRMYRES AND STONEHOUSE HOSPITALS NHS TRUST  
DIRECTORATE OF FACILITIES MANAGEMENT

Staff No.	Annual Leave	Bank Holidays	Pension	Grade	Job Title	Shift	Perm/Temp	Contract Hrs	Age	LoS	Pay Scale PT. Amount
L5006740	20	10	NONE	DOMESTIC ASST/MAID	DOMESTIC ASSISTANT	M/F B/SHIFT	P	15	34	3	£7,638
L5012058	20	10	NONE	DOMESTIC ASST/MAID	DOMESTIC ASSISTANT	S/S B/SHIFT	T(P)	6	31	2	£7,486
L1016245	20	10	NHS	DOMESTIC ASST/MAID	DOMESTIC ASSISTANT	M/F D/SHIFT	P	30	53	4	£7,638
L5016231	20	10	NONE	DOMESTIC ASST/MAID	DOMESTIC ASSISTANT	M/F B/SHIFT	T(P)	17.5	36	1	£7,338
L1007300	23	10	NONE	DOMESTIC ASST/MAID	DOMESTIC ASSISTANT	S/S D/SHIFT	P	10	62	9	£7,638
L0104426	23	10	NONE	DOMESTIC ASST/MAID	DOMESTIC ASSISTANT	S/S B/SHIFT	P	6	44	8	£7,638
L5017645	20	10	NHS	DOMESTIC ASST/MAID	DOMESTIC ASSISTANT	M/F B/SHIFT	T(P)	17.5	24	0	£7,338
L500926X	20	10	NONE	DOMESTIC ASST/MAID	DOMESTIC ASSISTANT	S/S D/SHIFT	P	6	29	2	£7,638
L5019672	20	10	NONE	DOMESTIC ASST/MAID	DOMESTIC ASSISTANT	M/F D/SHIFT	T	30	56	0	£7,338
L1029525	20	10	NONE	DOMESTIC ASST/MAID	DOMESTIC ASSISTANT	S/S D/SHIFT	P	10	3	4	£7,638
L5015111	20	10	NHS	DOMESTIC ASST/MAID	DOMESTIC ASSISTANT	M/F B/SHIFT	T(P)	30	51	1	£7,456
L501851X	20	10	NONE	DOMESTIC ASST/MAID	DOMESTIC ASSISTANT	M/F B/SHIFT	T(P)	20	30	0	£7,338
L5003016	20	10	NONE	DOMESTIC ASST/MAID	DOMESTIC ASSISTANT	M/F B/SHIFT	P	15	35	3	£7,638
L0353450	23	10	NONE	DOMESTIC ASST/MAID	DOMESTIC ASSISTANT	M/F D/SHIFT	P	30	57	6	£7,638
L5015685	20	10	NONE	DOMESTIC ASST/MAID	DOMESTIC ASSISTANT	S/S D/SHIFT	T(P)	11	55	1	£7,338
L5014255	20	10	NONE	DOMESTIC ASST/MAID	DOMESTIC ASSISTANT	M/F B/SHIFT	T(P)	15	37	1	£7,486
L1000266	23	10	NONE	DOMESTIC ASST/MAID	DOMESTIC ASSISTANT	M/F D/SHIFT	P	20	52	5	£7,638
L020409	20	10	NONE	DOMESTIC ASST/MAID	DOMESTIC ASSISTANT	M/F B/SHIFT	T	20	31	0	£7,338
L5010129	20	10	NONE	DOMESTIC ASST/MAID	DOMESTIC ASSISTANT	M/F D/SHIFT	P	26	47	2	£7,638
L5019834	20	10	NONE	DOMESTIC ASST/MAID	DOMESTIC ASSISTANT	M/F B/SHIFT	T	17.5	33	0	£7,338
L5010225	20	10	NONE	DOMESTIC ASST/MAID	DOMESTIC ASSISTANT	M/F D/SHIFT	P	30	51	2	£7,638
L5018536	20	10	NONE	DOMESTIC ASST/MAID	DOMESTIC ASSISTANT	S/S B/SHIFT	T(P)	15	45	0	£7,338
L5019877	20	10	NHS	DOMESTIC ASST/MAID	DOMESTIC ASSISTANT	M/F B/SHIFT	T	17.5	26	0	£7,338
L5009588	20	10	NONE	DOMESTIC ASST/MAID	DOMESTIC ASSISTANT	M/F B/SHIFT	P	15	24	2	£7,638
L5016886	20	10	NHS	DOMESTIC ASST/MAID	DOMESTIC ASSISTANT	M/F D/SHIFT	T(P)	30	44	0	£7,338
L5015677	20	10	NONE	DOMESTIC ASST/MAID	DOMESTIC ASSISTANT	S/S D/SHIFT	T(P)	11	45	1	£7,338
L0104477	23	10	NONE	DOMESTIC ASST/MAID	DOMESTIC ASSISTANT	M/F B/SHIFT		20	45	3	£7,638
L5010209	20	10	NONE	DOMESTIC ASST/MAID	DOMESTIC ASSISTANT	M/F D/SHIFT	T(P)	15	51	2	£7,638
L5019257	20	10	NHS	DOMESTIC ASST/MAID	DOMESTIC ASSISTANT	M/F B/SHIFT	T	17.5	24	1	£7,338
L500988X	20	10	NONE	DOMESTIC ASST/MAID	DOMESTIC ASSISTANT	M/F D/SHIFT	P	30	38	2	£7,638
L0104612	23	10	NONE	DOMESTIC ASST/MAID	DOMESTIC ASSISTANT	S/S D/SHIFT	P	10	36	7	£7,638
L1026704	20	10	NONE	DOMESTIC ASST/MAID	DOMESTIC ASSISTANT	S/S D/SHIFT	P	10	32	4	£7,638
L5004594	20	10	NHS	DOMESTIC ASST/MAID	DOMESTIC ASSISTANT	M/F D/SHIFT	P	15	51	3	£7,638
L501042X	20	10	NONE	DOMESTIC ASST/MAID	DOMESTIC ASSISTANT	M/F D/SHIFT	P	30	56	2	£7,638
L5019471	20	10	NHS	DOMESTIC ASST/MAID	DOMESTIC ASSISTANT	M/F B/SHIFT	T(P)	17.5	28	0	£7,338
L5009278	20	10	NONE	DOMESTIC ASST/MAID	DOMESTIC ASSISTANT	M/F B/SHIFT	T(P)	30	44	2	£7,638
L501428X	20	10	NONE	DOMESTIC ASST/MAID	DOMESTIC ASSISTANT	S/S D/SHIFT	T(P)	6	27	1	£7,456
L5018455	20	10	NONE	DOMESTIC ASST/MAID	DOMESTIC ASSISTANT	S/S D/SHIFT	T(P)	6	33	0	£7,338
L5016274	20	10	NHS	DOMESTIC ASST/MAID	DOMESTIC ASSISTANT	M/F B/SHIFT	T(P)	17.5	33	1	£7,338
L5006457	20	10	NONE	DOMESTIC ASST/MAID	DOMESTIC ASSISTANT	M/F B/SHIFT	P	15	50	3	£7,638
L5020433	20	10	NONE	DOMESTIC ASST/MAID	DOMESTIC ASSISTANT	S/S D/SHIFT	T	10	47	0	£7,338
L5005892	20	10	NONE	DOMESTIC ASST/MAID	DOMESTIC ASSISTANT	S/S B/SHIFT	P	6	33	3	£7,638
L0351547	23	10	NONE	DOMESTIC ASST/MAID	DOMESTIC ASSISTANT	M/F B/SHIFT	P	15	51	6	£7,638
L5000734	20	10	NONE	DOMESTIC ASST/MAID	DOMESTIC ASSISTANT	S/S D/SHIFT	P	10	42	4	£7,638
L1012223	23	10	NONE	DOMESTIC ASST/MAID	DOMESTIC ASSISTANT	M/F D/SHIFT	T(P)	15	63	5	£7,638
L1007947	20	10	NONE	DOMESTIC ASST/MAID	DOMESTIC ASSISTANT	S/S D/SHIFT	P	15	30	8	£7,638
L5020425	20	10	NONE	DOMESTIC ASST/MAID	DOMESTIC ASSISTANT	/ /SHIFT		30	29	0	£7,338
L5019807	20	10	NHS	DOMESTIC ASST/MAID	DOMESTIC ASSISTANT	S/S D/SHIFT	T	10	42	0	£7,338
L5014271	20	10	NONE	DOMESTIC ASST/MAID	DOMESTIC ASSISTANT	M/F B/SHIFT	T(P)	20	36	1	£7,486
L0097098	20	10	NONE	DOMESTIC ASST/MAID	DOMESTIC ASSISTANT	M/F B/SHIFT	P	20	49	12	£7,638
L1007009	23	10	NONE	DOMESTIC ASST/MAID	DOMESTIC ASSISTANT	M/F D/SHIFT	P	15	36	5	£7,638
L500456X	20	10	NHS	DOMESTIC ASST/MAID	DOMESTIC ASSISTANT	M/F D/SHIFT	P	30	54	3	£7,638
L5017238	20	10	NONE	DOMESTIC ASST/MAID	DOMESTIC ASSISTANT	S/S B/SHIFT	T(P)	6	32	0	£7,339
L5002958	20	10	NONE	DOMESTIC ASST/MAID	DOMESTIC ASSISTANT	M/F B/SHIFT	P	25	47	3	£7,638
L5017254	20	10	NHS	DOMESTIC ASST/MAID	DOMESTIC ASSISTANT	M/F B/SHIFT	T(P)	20	26	0	£7,338



Staff No.	Annual Leave	Bank Holidays	Pension	Grade	Job Title	Shift	Perm/Temp	Contract Hrs	Age	LoS	Pay Scale PT. Amount
L1006355	23	10	NONE	DOMESTIC ASST/MAID	DOMESTIC ASSISTANT	M/F D/SHIFT	T(P)	22.5	58	5	£7,638
L5008107	20	10	NONE	DOMESTIC ASST/MAID	DOMESTIC ASSISTANT	M/F D/SHIFT	P	15	32	2	£7,638
L11022857	20	10	NONE	DOMESTIC ASST/MAID	DOMESTIC ASSISTANT	S/S D/SHIFT	P	10	25	4	£7,638
L501848X	20	10	NHS	DOMESTIC ASST/MAID	DOMESTIC ASSISTANT	M/F B/SHIFT	T(P)	20	37	0	£7,338
L5010411	20	10	NONE	DOMESTIC ASST/MAID	DOMESTIC ASSISTANT	M/F D/SHIFT	P	30	58	2	£7,638
L5009537	20	10	NONE	DOMESTIC ASST/MAID	DOMESTIC ASSISTANT	M/F D/SHIFT	P	30	42	2	£7,638
L0097071	25	10	NONE	DOMESTIC ASST/MAID	DOMESTIC ASSISTANT	M/F D/SHIFT	P	30	39	12	£7,638
L5015820	20	10	NHS	DOMESTIC ASST/MAID	DOMESTIC ASSISTANT	M/F B/SHIFT	T(P)	20	31	0	£7,338
L5019664	20	10	NONE	DOMESTIC ASST/MAID	DOMESTIC ASSISTANT	S/S B/SHIFT	T	6	34	0	£7,338
L1026348	20	10	NONE	DOMESTIC ASST/MAID	DOMESTIC ASSISTANT	M/F D/SHIFT	P	15	60	4	£7,638
L5015863	20	10	NHS	DOMESTIC ASST/MAID	DOMESTIC ASSISTANT	M/F B/SHIFT	T(P)	20	55	1	£7,338
L5019486	20	10	NONE	DOMESTIC ASST/MAID	DOMESTIC ASSISTANT	M/F D/SHIFT	T	25	54	0	£7,338
L5018978	20	10	NHS	DOMESTIC ASST/MAID	DOMESTIC ASSISTANT	M/F B/SHIFT	T(P)	15	28	0	£7,338
L0094536	25	10	NHS	DOMESTIC ASST/MAID	DOMESTIC ASSISTANT	M/F D/SHIFT	P	17.5	41	21	£7,638
L5006605	20	10	NONE	DOMESTIC ASST/MAID	DOMESTIC ASSISTANT	M/F B/SHIFT	P	15	30	3	£7,638
L1030698	20	10	NONE	DOMESTIC ASST/MAID	DOMESTIC ASSISTANT	M/F D/SHIFT	P	30	53	4	£7,638
L5019786	20	10	NHS	DOMESTIC ASST/MAID	DOMESTIC ASSISTANT	M/F D/SHIFT	T	15	45	0	£7,338
L5000939	20	10	NONE	DOMESTIC ASST/MAID	DOMESTIC ASSISTANT	M/F D/SHIFT	T(P)	15	37	4	£7,638
L5002613	20	10	NONE	DOMESTIC ASST/MAID	DOMESTIC ASSISTANT	M/F D/SHIFT	P	15	43	3	£7,638
L5011728	20	10	NONE	DOMESTIC ASST/MAID	DOMESTIC ASSISTANT	S/S B/SHIFT	P	6	34	2	£7,486
L0354139	23	10	NONE	DOMESTIC ASST/MAID	DOMESTIC ASSISTANT	S/S D/SHIFT	P	15	35	5	£7,638
L1027220	20	10	NONE	DOMESTIC ASST/MAID	DOMESTIC ASSISTANT	M/F B/SHIFT	P	15	48	4	£7,638
L5005884	20	10	NONE	DOMESTIC ASST/MAID	DOMESTIC ASSISTANT	S/S B/SHIFT	P	6	43	3	£7,638
L010079X	23	10	NONE	DOMESTIC ASST/MAID	DOMESTIC ASSISTANT	M/F B/SHIFT	P	15	31	9	£7,638
L100736X	25	10	NONE	DOMESTIC ASST/MAID	DOMESTIC ASSISTANT	M/F D/SHIFT	P	30	45	13	£7,638
L1009916	23	10	NONE	DOMESTIC ASST/MAID	DOMESTIC ASSISTANT	S/S D/SHIFT	P	10	35	5	£7,638
L5014549	20	10	NONE	DOMESTIC ASST/MAID	DOMESTIC ASSISTANT	S/S B/SHIFT	T(P)	6	27	1	£7,486
L5017041	20	10	NONE	DOMESTIC ASST/MAID	DOMESTIC ASSISTANT	M/F B/SHIFT	T(P)	25	40	0	£7,338
L5018986	20	10	NHS	DOMESTIC ASST/MAID	DOMESTIC ASSISTANT	M/F B/SHIFT	T(P)	20	38	0	£7,338
L5014263	20	10	NONE	DOMESTIC ASST/MAID	DOMESTIC ASSISTANT	S/S D/SHIFT	P	10	37	1	£7,486
L1007076	23	10	NONE	DOMESTIC ASST/MAID	DOMESTIC ASSISTANT	S/S D/SHIFT	P	10	38	5	£7,638
L0101001	23	10	NONE	DOMESTIC ASST/MAID	DOMESTIC ASSISTANT	S/S D/SHIFT	P	10	41	8	£7,638
L1009643	23	10	NONE	DOMESTIC ASST/MAID	DOMESTIC ASSISTANT	S/S D/SHIFT	P	10	60	5	£7,638
L5006449	20	10	NONE	DOMESTIC ASST/MAID	DOMESTIC ASSISTANT	M/F D/SHIFT	T(P)	30	41	3	£7,638
L5014239	20	10	NONE	DOMESTIC ASST/MAID	DOMESTIC ASSISTANT	M/F B/SHIFT	T(P)	20	39	1	£7,496
L5019249	20	10	NONE	DOMESTIC ASST/MAID	DOMESTIC ASSISTANT	M/F D/SHIFT	T(P)	30	49	0	£7,338
L010101X	23	10	NONE	DOMESTIC ASST/MAID	DOMESTIC ASSISTANT	S/S D/SHIFT	P	15	43	8	£7,638
L0352837	23	10	NONE	DOMESTIC ASST/MAID	DOMESTIC ASSISTANT	M/F B/SHIFT	P	20	45	6	£7,638
L1007890	23	10	NONE	DOMESTIC ASST/MAID	DOMESTIC ASSISTANT	M/F D/SHIFT	P	30	32	9	£7,638
L0101397	23	10	NONE	DOMESTIC ASST/MAID	DOMESTIC ASSISTANT	M/F D/SHIFT	P	15	69	8	£7,638
L0100056	25	10	NONE	DOMESTIC ASST/MAID	DOMESTIC ASSISTANT	S/S D/SHIFT	P	6	44	10	£7,638
L5018781	20	10	NHS	DOMESTIC ASST/MAID	DOMESTIC ASSISTANT	M/F D/SHIFT	P	30	48	0	£7,338
L5020476	20	10	NONE	HOTEL SERVICES ASST (GENERIC WORKER)	HOTEL SERVICES ASST	M/F D/SHIFT	T	35	41	0	£7,338



**Part 9: Insurances****1 Insurance During Construction, Testing, Commissioning and 12 months Defects Liability Period****1.1 Construction "All Risks" Insurance (Waiver of Subrogation as per Clause 59.3)****The insured**

- the SPC
- the Contractor and its sub-contractors and other contractors and their sub-contractors of any tier engaged on the Project
- other manufacturers, suppliers and engineers, designers and consultants involved in the Project, each for their site activities only
- the Trust
- the Funders all as co-insured

each for its respective rights and interests

**The Insured Property**

The permanent and temporary works, materials (including free issue materials) and goods, temporary and or permanent buildings and/or contents and all other things comprised as part of the Project or used for or intended for incorporation within the new Hairmyres Hospital in East Kilbride, together with all ancillary and associated works thereto.

**Indemnity**

"All Risks" of physical loss of or damage to any part of **The Insured Property** from any cause not otherwise excluded.

**Sum Insured**

The full replacement value of **The Insured Property** plus an amount sufficient to meet the requirements of all Required Extensions.

**Geographical Limits**

The New Build Hospital at Hairmyres, East Kilbride and anywhere else in the United Kingdom in connection with the Project, including inland transit and off site temporary storage.

**Period of Insurance**

From the Execution Date until the Hospital Operations Date plus the Defects Liability Period of not more than 12 months.



### **Allowable Exclusions**

The Insurers shall not be liable for:

- war risks, radioactive contamination as per standard market wordings
- wear and tear
- unexplained shortages
- penalties for delay and consequential losses not otherwise specified
- sonic boom
- loss of or damage to Contractors' equipment.

### **Maximum Deductibles**

- £100,000 per event in respect of cover for design improvement exclusions (DE5)
- £5,000 per event for all other claims.

### **Required Extensions**

- Additional cost of working
- Automatic increase of sum insured clause 125%
- Debris removal
- Expediting expenses
- Professional fees to normal scale
- Temporary repairs
- **Automatic reinstatement of Sum Insured**
- **Plans or specifications of the Insured Property**
- 72 hour clause
- Inland transit and off site storage
- Guarantee maintenance
- Air freight costs
- Full defective design, workmanship and materials cover (design improvement exclusions, DE5)
- Public authorities clause
- Marine Cargo 50/50/clause (as and when applicable by extension)
- Full Value Terrorism cover (annually renewable)
- Land Pollution Clean-up Costs
- Munitions of war clause
- Taking into use.

## **1.2 Advance Loss of Profits Insurance**

### **The Insured**

- the SPC, and
- the Funders as co-insured

### **Period of Insurance**

From the Execution Date until the Hospital Operations Date



### Indemnity

If any of the Insured Property under 1.1 is lost, destroyed or damaged by any of the risks insured under 1.1, including loss or damage which would be indemnifiable but for the application of any deductible, which causes interruption to or interference resulting in a delay to Time for Hospital Completion, this insurance will indemnify The Insured in respect of the aggregate of:

- (i) "Debt and Servicing Costs" - all debt and debt servicing costs in respect of advances made, moneys borrowed (including additional Default costs), or guarantees given pursuant to the Financing Documents that would have been paid or payable out of anticipated revenues;
- (ii) "Fixed Costs" - fixed costs and fees and standing charges; and
- (iii) 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 Debt and Debt Servicing Costs and Fixed Costs thereby avoided, less any sums saved during the **Indemnity Period** in respect of such costs, as may cease or be reduced in consequence of this delay.

### Sum Insured

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

### Indemnity Period

36 months.

### Allowable Exclusions

To follow Construction All Risk Insurance under 1.1.

### Maximum Time Excess

30 days in the aggregate save for Item 3 of the **Required Extensions** where this is 24 hours per event. In the event of a loss whereby more than one Excess applies the aggregate amount to be deducted shall be the highest applicable Excess.

### Required Extensions

- Item 1 - delay arising from loss or damage on a specified perils basis to the premises of suppliers where materials/plant/equipment for incorporation in the Project is in the process of manufacture and/or storage - Limit of Indemnity £5,000,000
- Item 2 - delay caused or contributed to by physical loss or damage to property in the vicinity of the Site which shall prevent or hinder access to or use of the Project
- Item 3 - delay caused by damage to the supply of water, gas, electricity or telecommunications systems to the Project





### 1.3 Public Liability Insurance

#### The Insured

- the SPC
- the Contractor and its sub-contractors and other contractors and their sub-contractors of any tier engaged on the Project
- other manufacturers, suppliers and engineers, designers and consultants involved in the Project, each for their site activities only
- the Trust, and
- the Funders as co-insured

each for its respective rights and interests.

#### Period of Insurance

From the Effective Date until the Completion Date.

#### Indemnity

The legal liability of The Insured arising from:

- death, injury, disease and mental anguish of any person
- loss or damage to any property
- obstruction, interference, loss of amenities, nuisance, trespass, stoppage of traffic, infringement of light, easement or quasi easement, or any like cause
- breach of confidence

arising out of, or in the course of, or in connection with the design, construction, testing, commissioning and maintenance of the Project.

#### Geographical Limits

Worldwide.

#### Limits of Indemnity

£75,000,000 for any one occurrence or all occurrences of a series consequent upon or attributable to one source or original source and in the aggregate in the Period of Insurance in respect of each of Products Liability and Pollution or contamination

#### Maximum Deductible

£5,000 of each and every occurrence in respect of loss or damage to property, otherwise nil.



### Required Extensions

- Cross liabilities clause
- Costs in addition to limit of indemnity (excluding USA and Canada)
- Health and Safety at Work Act clause
- Worldwide jurisdiction clause
- Contingent motor liability
- **The Insured** includes the respective officers, directors, agents, servants and employees of **The Insured**

### Allowable Exclusions

- Death of or bodily injury to or illness or disease contracted by the employees of the Insured arising out of or in the course of their employment
- Property belonging to or in the charge or under the control of the Insured but this does not apply in respect of third party premises or property being worked upon
- 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 in respect of injury or damage
- 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
- Liability arising from ownership, possession, use of control of any aircraft or watercraft
- The cost of making good loss or damage to property indemnified under the insurance referred to in 1.1
- Liability arising from pollution or contamination, unless caused by a sudden, identifiable, unintended and unexpected incident
- Fines or penalties imposed by regulatory or statutory authorities or courts
- No exclusion to apply in respect of liability assumed under contract.

### 1.4 Compulsory Insurances

To comply with all statutory and contractual requirements including Employee's Liability and Motor Vehicle Liability Insurances.



**2 Insurance from Hospital Operations Date (Waiver of Subrogation as per Clause 59.3)****2.1 Material Damage "All Risks"****The Insured**

- the SPC
- the Trust; and
- the Funders all as co-insureds

each for its respective rights and interests.

**The Insured Property**

Property and interests of every description used for or in connection with the ownership, maintenance and non clinical operation of the Hospital belonging to the SPC or for which the SPC is responsible to insure.

**Sum Insured**

The full replacement value of The Insured Property plus an amount sufficient to meet the requirements of all Required Extensions.

**Indemnity**

"All Risks" of physical loss of or damage to The Insured Property (including mechanical and electrical breakdown) from any cause not otherwise excluded.

**Allowable Exclusions**

- war risks, radioactive contamination as per standard market wording
- wear and tear, gradual deterioration but this shall not exclude subsequent damage resulting from an ensuing cause which is not otherwise excluded
- unexplained shortages
- in respect of Mechanical and Electrical Breakdown there are no exclusions for latent defects; faulty design workmanship or materials; operational error; inherent vice
- defects in design, materials or workmanship other than subsequent damage resulting from an ensuing cause which is not otherwise excluded

**Required Extensions**

- Reinstatement as new basis of claims settlement
- [Including pollution and contamination of the Insured Property arising from an event which itself is not otherwise excluded]
- Incidental Contract works - (as and when applicable either by extension or separate policy)



- Full Value Terrorism cover (annually renewable)
- Goods in transit (as and when applicable either by extension or separate policy)
- Debris removal costs
- Automatic reinstatement of Sum Insured
- Professional fees to normal scale
- Public Authorities clause
- Cost of labour and computer time expended in reproducing documents or computer records including accidental or malicious erasure
- 72 Hour clause

#### **Maximum Deductibles**

- £5,000 per event in respect of subsidence
- £1,000 per event for all other claims.

## **2.2 Business Interruption Including Mechanical & Electrical Breakdown**

### **The Insured**

- the SPC; and
- The Funders as co-insureds

each for its respective rights and interests.

### **Indemnity**

If any of the Insured Property under 2.1 is lost, destroyed or damaged by any of the risks insured under 2.1, including loss or damage which would be indemnifiable but for the application of any excess/deductibles, which causes interruption to or interference with the operation of the Hospital, this insurance will indemnify the Insured in respect of the aggregate of:

- (i) "Debt and Debt Servicing Costs" - all debt and debt servicing costs in respect of advances made, moneys borrowed (including additional default costs) or guarantees given pursuant to the Financing Documents that would have been paid or payable out of the gross revenue;
- (ii) "Fixed Costs" - fixed costs and fees and standing charges; and
- (iii) Increase in cost of working, the additional expenditure necessarily incurred for the sole purpose of avoiding or diminishing the reduction in revenue which, but for that expenditure, would have taken place during the indemnity period in consequence of the damage, but not exceeding the Debt and Debt Servicing Costs and Fixed Costs thereby avoided.



### **Sum Insured**

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

### **Maximum Deductible**

Combined excess with Material Damage "All Risks".

### **Indemnity Period**

From the date of damage until 36 months thereafter.

### **Allowable Exclusions**

As for 2.1.

### **Required Extensions**

- Item 1 - Interruption caused by loss or damage on a Specified Perils basis to the premises of any suppliers, manufacturers or processors of components, goods or materials - Limit of Indemnity £5,000,000
- Item 2 - Interruption caused or contributed to by physical loss or damage to property in the vicinity of the Hospital which shall prevent or hinder the use of the Hospital or access thereto
- Item 3 - Interruption caused by damage to the supply of water, gas, electricity or telecommunications systems to the Hospital
- Item 4 - Interruption caused by infections or disease or biological contamination whether at and/or in the vicinity of the Hospital, including such interruption by the order of or on the advice of any public authority

## **2.3**

### **Public Liability**

#### **The Insured**

- the SPC
- the Facilities Manager and any Service Providers
- the Trust; and
- the Funders

all as co-insured each for its respective rights and interests.

#### **Indemnity**

The legal liability of an Insured as a result of:

- death, injury, disease and mental anguish of any person
- loss or damage to any property; or



- obstruction/interference, loss of amenities, nuisance, trespass, stoppage of traffic, infringement of light, easement or quasi easement, or any like cause
- breach of confidence

arising out of or in connection with the ownership, maintenance and [non clinical] operation of the Hospital and all activities therein of each Insured.

### **Jurisdiction**

Worldwide.

### **Limit of Indemnity**

£75,000,000 for any one occurrence or all occurrences of a series consequent upon or attributable to one source or original source and in the aggregate in the period of insurance in respect of each Products Liability and Pollution or Contamination.

### **Maximum Deductibles**

£250 each and every occurrence in respect of loss of or damage to property, otherwise nil.

### **Required Extensions**

- Cross liabilities clause
- The insured includes the respective officers, directors, agents, servants and employees of each Insured
- To include cover for the following or their updated equivalent - Consumer Protection Act 1987, Data Protection Act 1984, Health and Safety at Work etc Act 1974, Food Safety Act 1990 - prosecution defence costs
- Defective Premises Act 1972
- Canteen and Welfare facilities
- Costs in addition to limit of indemnity (excluding USA and Canada)
- Contingent Motor Liability.

### **Allowable Exclusions**

- Death of or bodily injury to or illness or disease contracted by the employees of the Insured arising out of or in the course of their employment
- Property belonging to or in the charge or under the control of the Insured but this does not apply in respect of third party premises or property being worked upon
- 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



- Liability arising from pollution or contamination unless caused by a sudden, identifiable, unintended and unexpected incident
- No exclusion to apply in respect of liability assumed under contract
- Professional medical or clinical practice or negligence
- Fines or penalties imposed by regulatory or statutory authorities or courts
- War risks, radioactive contamination as per standard market wordings.

## 2.6 Compulsory Insurances

To comply with all statutory and contractual requirements, including Employer's Liability and Motor Vehicle Liability Insurance.



**Part 10: Performance Monitoring System****1 Interpretation**

In this Part of the Schedule:

- 1.1 references to a Part are to this Part unless otherwise indicated
- 1.2 references to a Paragraph are to paragraphs of this Part unless otherwise indicated
- 1.3 where a task is allocated a minimum monitoring frequency in the contract specifications of Daily or Continuous the Relevant Monitoring Period is once in any day ("the Relevant Monitoring Period"); if the task is allocated a minimum monitoring frequency of Twice Weekly the Relevant Monitoring Period is twice in any week; if the task is allocated a minimum monitoring frequency of Weekly the Relevant Monitoring Period is once in any week; if the task is allocated a minimum monitoring frequency of Monthly (including those Determined by Default) the Relevant Monitoring Period is once in any month; if the task is allocated a minimum monitoring frequency of Quarterly the Relevant Monitoring Period is once in any three months; if the task is allocated a minimum monitoring frequency of Bi-annually the Relevant Monitoring Period is once in each six months and if the task is allocated a minimum monitoring frequency of Annually the Relevant Monitoring Period is once in any Year

**2 Allocation of Performance Failure Points**

- 2.1 Performance Failure Points shall be allocated to the SPC as follows:
  - 2.1.1 subject to Paragraph 3.1 below, one Performance Failure Point shall be allocated if in the performance of a Managed Service a Service Failure Category 1 occurs
  - 2.1.2 subject to Paragraph 3.2 below, two Performance Failure Points shall be allocated if in the performance of a Managed Service a Service Failure Category 2 occurs
  - 2.1.3 three Performance Failure Points be allocated if in the performance of a Managed Service a Service Failure Category 3 occurs
  - 2.1.4 one and a half Performance Failure Points may be allocated for a repeat Service Failure Category 1 occurring in the same or the next consecutive Relevant Monitoring Period
  - 2.1.5 three Performance Failure Points may be allocated for a repeat Service Failure Category 2 occurring in the same or the next consecutive Relevant Monitoring Period
  - 2.1.6 four and a half Performance Failure Points may be allocated for a repeat Service Failure Category 3 occurring in the same or the next consecutive Relevant Monitoring Period
  - 2.1.7 no Performance Failure Points may be allocated for the third or any further Category 1, 2 or 3 Service Failure occurring in the same Relevant Monitoring Period





- 2.1.8 two Performance Failure Points may be allocated for a Service Failure Category 1 where that Service Failure has occurred in each of the two immediately preceding Relevant Monitoring Periods
- 2.1.9 four Performance Failure Points may be allocated for a Service Failure Category 2 where that Service Failure has occurred in each of the two immediately preceding Relevant Monitoring Periods
- 2.1.10 six Performance Failure Points may be allocated for a Service Failure Category 3 where that Service Failure has occurred in each of the two immediately preceding Relevant Monitoring Periods and in the event that Service Failure occurs in the following Relevant Monitoring Period, the failure will continue to be allocated six Performance Failure Points
- 2.2 If a Component Unit is not Available and an Availability Deduction is made, Performance Failure Points shall not accrue in respect of such Component Unit. In the circumstances set out in paragraph 2.4 of Part 2, Performance Failure Points shall not accrue

### **3 Service Failure Forgiveness and Remedy**

- 3.1 In respect of the Monthly Score for a Category 1 Managed Service: the first 15% of the maximum possible number of Category 1 Performance Failure Points which could be allocated for such Managed Service in respect of that Managed Service in the relevant calendar month shall be disregarded.
- 3.2 In respect of the Monthly Score for a Category 2 Managed Service: the first 5% of the maximum possible number of Category 2 Performance Failure Points which could be allocated for such Managed Service in respect of that Managed service in the relevant calendar month shall be disregarded.
- 3.3 In respect of a Service Failure Category 3, where such failure is remedied in full within one hour Performance Failure Points pursuant to Paragraph 2.1 of this Part shall be incurred at 50% of the rate which would otherwise apply.

### **4 Allocation of Default Points**

One Default Point will be incurred by the SPC in relation to a single Managed Service if the actual number of Performance Failure Points allocated to the SPC in a Monthly Reporting Period equals or exceeds 25% of the maximum number of Performance Failure Points which could have been allocated to the SPC for that Managed Service for that Monthly Reporting Period. The consequence of a Default Point being incurred is as set out in Clause 43.4.

### **5 Procedure for Identifying Service Failures**

- 5.1 Under the Performance Monitoring System the SPC shall be responsible for preparing and producing Performance Monitoring Reports which shall be in the form set out in Part 11.
- 5.2 The SPC Contract Manager shall submit a Performance Monitoring Report for each Managed Service within 10 days of the end of each Monthly Reporting Period to the Trust Representative.
- 5.3 If the Trust Representative agrees the contents of the Performance Monitoring Report then it shall be deemed to be the Performance Monitoring Report for that Monthly Reporting Period and the Trust Representative shall issue a confirmation acceptance of the report.



- 5.4 If the Trust Representative disagrees with the contents of the Performance Monitoring Report then the Trust Representative shall notify the SPC of the Performance Failure Points within 7 days of receipt of the relevant Performance Monitoring Report which it considers are not correctly stated in or have been omitted from the report.
- 5.5 If the SPC accepts the changes proposed by the Trust Representative under Paragraph 5.4 then it shall issue a revised Performance Monitoring Report within 7 days which shall be deemed to be the Performance Monitoring Report for that Monthly Reporting Period.
- 5.6 If the SPC does not accept the changes proposed by the Trust Representative under Paragraph 5.4 then it may within 28 days of notification from the Trust Representative under Paragraph 5.4 refer the matter to the Dispute Resolution Procedure.
- 5.7 Upon the issue of decision under the Dispute Resolution Procedure the SPC shall issue a corrected Performance Monitoring Report which shall be deemed to be the Performance Monitoring Report for the Monthly Reporting Period to which it relates.

Both the Trust and the SPC reserve the right, notwithstanding the provisions of paragraph 5.4 above to reopen any Performance Monitoring Report at any time upon discovering that the contents of such Report have not been correctly stated or where there have been omissions from such Report.

## **6 Timing of Allocation of Performance Failure Points**

- 6.1 A Performance Failure Point shall be deemed to be allocated to the SPC on the last day of the Monthly Reporting Period to which the Performance Monitoring Report identifying the Performance Failure Point relates.
- 6.2 If the SPC refers the allocation or mis-allocation of Performance Failure Points to the Dispute Resolution Procedure under Paragraph 5.6 then those Performance Failure Points shall be disregarded pending the outcome of the dispute.
- 6.3 If the SPC withdraws its objection or otherwise agrees the allocation of Performance Failure Points in dispute or a decision to that effect is issued under the Dispute Resolution Procedure then those Performance Failure Points shall be deemed to be allocated to the SPC as at the date of allocation under Paragraph 6.1.
- 6.4 No Performance Failure Point shall be allocated to the SPC as a consequence of an act or omission (negligent, wilful or otherwise) of the Trust or Trust Staff which is not permitted hereunder or as a result of the failure or non-availability of any Transfer Equipment.

## **7 Performance Failure Points Programme**

Output specifications are attached at Part 23 identifying, for each Managed Service, the standards for each Service which needs to be achieved to satisfy the specification. Failure to meet the relevant standards, as identified by the minimum monitoring frequency programme specified in the relevant output specification will (subject to any applicable rectification period) give rise to Performance Failure Points, each of which has a Performance Failure Point Value representing a financial penalty which (subject to any applicable "tolerance" levels) will be applied as a Permitted Deduction against the monthly Unitary Charge.

## **8 Performance Failure Point Value**

The Performance Failure Points Value is calculated separately for each Managed Service. In respect of any Managed Service up to (but not over) 50% of the total service revenue for such Managed



Services as set out in the Part 1A Table 2 in any Monthly Reporting Period may be lost as a result of Performance Failure Points.

## 9 Calculation

- 9.1 The Performance Failure Points Value for each Managed Service is calculated by dividing 50% of the total annual service revenue of the Managed Service (as shown in the Part 1A Table 3) by the total number of Performance Failure Points which may apply for such Managed Service for such Year.
- 9.2 The total number of Performance Failure Points which may apply in respect of any Managed Service is calculated by multiplying the minimum monitoring frequency of the tasks comprised in the relevant Managed Service by the relevant "weighting" for such task.
- 9.3 Each task is allocated a minimum monitoring frequency in the output specification in one of the following categories:

Daily or Continuous	365 occasions per Year (and 1 in any day)
Twice Weekly	104 occasions per Year (and 2 in any week)
Weekly	52 occasions per Year (and 1 in any week)
Monthly or Determined by Default	12 occasions per Year (and 1 in any month)
Quarterly	4 occasions per Year (and 1 in any 3 months)
Bi-annually	2 occasions per Year (and 1 in each 6 months)
Annually	1 occasion in any Year

- 9.4 Each task is allocated a weighting in the output specification which determines the number of Performance Failure Points arising on a failure to perform the task as follows:

Category	Number of Points
Category 1 Obligation (least important)	1
Category 2 Obligation (intermediate important)	2
Category 3 Obligation (most important)	3

- 9.5 Total annual Performance Failure Points for a Managed Service are therefore calculated as follows:

Category 1 Obligation  $\times$  Monitoring Frequencies  $\times$  1 = A

Category 2 Obligation  $\times$  Monitoring Frequencies  $\times$  2 = B

Category 3 Obligation  $\times$  Monitoring Frequencies  $\times$  3 = C

Total = A+B+C

Performance Failure Point Value for any Managed Service  
 =  $\frac{50\% \text{ Service Cost}}{A+B+C}$



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**10 Value Table**

Performance Failure Point Value calculations are set out in Table 1 to Part 2 with the figures operating off a base date of 1 April 1997.

Table 1 to Part 2 will be revised each Year in accordance with the provisions of paragraph 6.4 of Part 1A. To the extent that there is at any time a Change, Table 1 to Part 2 will be changed as appropriate as part of the Change Control Procedure.



**Part 11: Reports and Records****1 Catering Services**

- 1.1 Details of self monitoring of the output specifications along with the actions to be taken.
- 1.2 Details of self monitoring of the output specifications where penalties have been applied.
- 1.3 Results of all catering hygiene inspections.
- 1.4 Details of the number of patient meals delivered including a breakdown of the quality and type of special dietary requirements including ethnic and religious diets.
- 1.5 Results of patient and staff satisfaction surveys - to include details relating to food temperature, presentation, portion size, choice, price and quality.
- 1.6 Summary of formal complaints raised via the Trust and remedial action taken.
- 1.7 Summary of provision of teas, coffees, working lunches, functions etc.
- 1.8 Details of all till and vending machine income.

**2 Domestic Services**

- 2.1 Details of self monitoring of the output specifications along with the actions taken.
- 2.2 Details of self monitoring of the output specifications where penalties have been applied.
- 2.3 Results of management quality control inspections.
- 2.4 Summary of ad hoc cleaning requests on a ward and departmental basis.
- 2.5 Summary of number of deep cleans undertaken, planned and unplanned.
- 2.6 Results of customer satisfaction surveys.
- 2.7 Summary of formal complaints raised via the Trust and remedial action taken.

**3 Ward Hostess**

- 3.1 Details of self monitoring of the output specifications along with the actions taken
- 3.2 Details of self monitoring of the output specifications where penalties have been applied.
- 3.3 Results of management quality control inspections.
- 3.4 Summary of ad hoc hostess requests.
- 3.5 Summary of formal complaints raised via the Trust and remedial action taken.

**4 Porterage**

- 4.1 Details of self monitoring of the output specifications along with the actions to be taken.
- 4.2 Details of self monitoring of the output specifications where penalties have been applied.



- 4.3 Summary of ad hoc portering requests including percentage completed within specified time.
- 4.4 Results of audit of both the internal and external mail services.
- 4.5 Summary of formal complaints raised via the Trust and remedial action taken.
- 4.6 Results of customer satisfaction surveys.

## 5 Switchboard Services

- 5.1 Details of self monitoring of the output specifications along with the actions to be taken.
- 5.2 Details of self monitoring of the output specifications where penalties have been applied.
- 5.3 Operator and system performance reports provided via the call logging equipment across various time periods/day of the week.
- 5.4 Summary of all incidents recorded via local alarm panels.
- 5.5 Summary report of number of personal calls made.
- 5.6 Summary of calls made to on-call staff (by discipline).
- 5.7 Summary report of requests for taxi service.
- 5.8 Summary report of monthly system testing.
- 5.9 Summary of miscellaneous information, eg. staff pagers, issue, losses, damage etc.
- 5.10 Summary/details of amendments to the telephone directory.

## 6 Estates Maintenance

- 6.1 Details of self monitoring of the output specifications along with the actions to be taken.
- 6.2 Details of self monitoring of the output specifications where penalties have been applied.
- 6.3 Results of management quality control inspections.
- 6.4 Summary of all breakdown incidents.
- 6.5 Summary of all call-outs.
- 6.6 Summary of all reports on plant performance.
- 6.7 Progress reports on the Planned Maintenance Program.
- 6.8 Details of monthly energy performance, both heating and electrical consumption, including sub-metering records.
- 6.9 Detailed reports on all statutory and HTM maintenance requirements, ie. emergency generators, emergency lighting tests etc.
- 6.10 Details of water consumption and effluent discharge.



- 6.11 Result of customer satisfaction survey.
- 6.12 Summary of formal complaints raised via the Trust and remedial action taken.
- 6.13 Summary of grounds inspections detailing defects in streetlighting, roads and pathways, damaged shrubs etc and remedial action taken.
- 6.14 Details of winter maintenance programme, including call-out details.

## 7 Security

- 7.1 Details of self monitoring of the output specifications along with the actions to be taken.
- 7.2 Details of self monitoring of the output specifications where penalties have been applied.
- 7.3 Details of security related incidents including findings on routine tours, (ie. windows left open, doors not locked, police attendance etc.)
- 7.4 Results of management quality control inspections.
- 7.5 Summary of formal complaints raised via the Trust and remedial action taken.

## 8 Car Parking

- 8.1 Details of self monitoring of the output specifications along with the actions to be taken.
- 8.2 Details of self monitoring of the output specifications where penalties have been applied,
- 8.3 Summary information on breach parking regulations, including parking in prohibited areas, grass verges etc., incorrect use of disabled spaces, blocking fire exits and fire appliance access.
- 8.4 Results of management quality control inspections.
- 8.5 Summary of formal complaints raised via the Trust and remedial action taken.

## 9 Helpdesk

- 9.1 Details of self monitoring of the output specifications along with the actions to be taken.
- 9.2 Details of self monitoring of the output specifications where penalties have been applied.
- 9.3 Summary report which details the breakdown of calls by category. Operator performance figures also to be provided.
- 9.4 Results of customer satisfaction surveys which include details on the time taken to complete the requested task.
- 9.5 Results of management quality control inspections.
- 9.6 Summary of formal complaints raised via the Trust and remedial action taken.

## 10 Window Cleaning

- 10.1 Details of monthly activity regarding window cleaning.



- 10.2 Results of management quality control inspections.
- 10.3 Summary of formal complaints raised via the Trust and remedial action taken.
- 11 **Pest Control**
  - 11.1 Details of pest control activity/measures.
  - 11.2 Results of management quality control inspections.
  - 11.3 Summary of formal complaints raised via the Trust and remedial action taken.
- 12 **Waste Management**
  - 12.1 Details of all special, clinical and domestic waste produced by weight including details of all consignment notes, where applicable.
- 13 **General**
  - 13.1 **Complaints Summary:** A summary of complaints made across all services.
  - 13.2 **Incident Reporting:** Details of all incidents to both members of the public and FM service provider employees and sub-contractors (certain incidents will be required to be reported to the Trust at the time of the incident utilising the Trust's Incident Recording and Information System, IRIS).
  - 13.3 **Health & Safety:** Details of staff training across all relevant areas, including fire safety, clinical waste handling etc. Summary report of amendments/revisions to risk assessments. Details of all inspections, planned and unplanned, from statutory bodies.
  - 13.4 **Environment:** Summary report on environmental management performance (this would be based upon agreed policy and set targets).
  - 13.5 **Contingency Planning:** Summary results of all contingency planning tests.
  - 13.6 **Report Presentation:** All information should be reported on a month to month basis and displayed graphically where possible to assist in the identification of trends. Monthly reports to be provided in electronic format.
- 14 **Managed Linen Service**
  - 14.1 Details of self monitoring of the output specifications along with the actions to be taken.
  - 14.2 Details of self monitoring of the output specifications where penalties have been applied.
  - 14.3 Summary of ad hoc requests in relation to the ward top-up system requirements for additional laundry.
  - 14.4 Summary of staff uniform issue.
  - 14.5 Summary of bed screens and curtains laundered per month, per location.
  - 14.6 Results of stock counts.
  - 14.7 Summary of formal complaints raised via the Trust and remedial action taken.





Part 12A: Not used



**Part 12B: Not used**



**Part 12C: The Form of the Services Direct Agreement**

**SERVICES DIRECT AGREEMENT**

**among**

**THE HAIRMYRES AND STONEHOUSE HOSPITALS  
NATIONAL HEALTH SERVICE TRUST**

**and**

**H DGH LIMITED**

**and**

**ISS MEDICLEAN LIMITED**

**Hairmyres DGH, East Kilbride**

**McCLURE NAISMITH  
Solicitors  
49 Queen Street  
EDINBURGH EH2 3NH  
Tel: 0131 220 1002  
Fax: 0131 220 1003  
SB.MFAC.HA340006**



**SERVICES DIRECT AGREEMENT**

among

- (1) **THE HAIRMYRES AND STONEHOUSE HOSPITALS NATIONAL HEALTH SERVICE TRUST**, a body corporate established under Section 12A of the National Health Service (Scotland) Act 1978, as amended by the National Health Service and Community Care Act 1990, and having its principal place of business at Hairmyres Hospital, East Kilbride G75 8RG (hereinafter called "the Trust")
- (2) **H DGH LIMITED**, a company incorporated under the Companies Acts in England with number 3508096 and having its registered office at Tempsford Hall, Sandy, Bedfordshire SG19 2BD (hereinafter called "the SPC") and
- (3) **ISS MEDICLEAN LIMITED**, a company incorporated under the Companies Acts in England with number 1659837 and having its registered office at Norfolk House, Christmas Lane, Farnam Common, Slough, Berkshire SL2 3JQ (hereinafter called "the Service Provider")

**WHEREAS:**

- A The Trust and the SPC have entered into the PFI Contract
- B The Service Provider is the Principal Service Provider for the purposes of the PFI Contract
- C The SPC and the Service Provider have entered into the Principal Service Contract
- D The Funders, the SPC and the Service Provider have entered into a Trust Direct Agreement
- E The Parties have agreed that the Trust should have rights in certain circumstances to step-in to the Principal Service Contract and have therefore agreed to enter into this Agreement.

**NOW THEREFORE IT IS AGREED** as follows:**1 Definitions**

In this Agreement, unless the context otherwise requires:

**Additional Obligor** means a person specified as such in a Step-In Notice pursuant to Clause 5.1, being a person who is deemed to become an obligor (jointly and severally with the SPC) under the Principal Service Contract



**Additional Obligor's Termination Notice** means a notice by an Additional Obligor to the Principal Service Provider terminating the Additional Obligor's obligations under the Principal Service Contract and specifying the Step-Out Date

**Assumption Date** means the date of a Step-In Obligation or such other date as the Service Provider and the Trust may agree in writing

**Business Day** has the meaning given to it in the PFI Contract

**Confidential Information** has the meaning ascribed to in the PFI Contract

**Default Interest Rate** means 3% above the base rate from time to time of Barclays Bank plc

**Effective Date** means a date specified by the Trust in a Proposed Novation Notice on which assumption under a Proposed Novation Notice is to be effective being no earlier than 6 weeks and no later than the 7 weeks after the date of the Proposed Novation Notice

**Facilities** has the meaning given to it in the PFI Contract

**Funders** has the meaning ascribed to it in the PFI Contract

**Good Industry Practice** has the meaning given to it in the PFI Contract

**Intellectual Property Rights** has the meaning given to it in the PFI Contract

**New Build Hospital** has the meaning ascribed to it in the PFI Contract

**PFI Contract** means an agreement dated \_\_\_\_\_ between the Trust and the SPC relative to the Project

**Principal Service Contract** means an agreement dated \_\_\_\_\_ between the SPC and the Service Provider for the provision of the Services in connection with the Project

**Project** has the meaning given to it in the PFI Contract

**Proposed Novation Notice** means a notice by the Trust to the Service Provider to the effect that the Trust or a Proposed Substitute should assume the SPC's Rights and specifying the Effective Date

**Proposed Substitute** means the person (other than the Trust) specified by the Trust to assume the SPC's Rights pursuant to a Proposed Novation Notice

**Revival Date** means the date of expiration of the Suspension Period

**Service** means the FM Service and the Managed Services as defined

**Service Standards** has the meaning given to it in the PFI Contract

**SPC Event of Default** means the events specified in Clause 65 of the PFI Contract

**SPC's Rights** means the rights, powers and discretions assumed by the SPC under the Principal Service Contract

**Step-In Notice** means a notice by the Trust to the Service Provider in respect of an Additional Obligor stating that the Additional Obligor is to be deemed to become an obligor (jointly and severally



with the SPC) in respect of SPC's obligations under the Principal Service Contract arising on or after the Assumption Date save as released in accordance with Clause 5.9

**Step-In Obligation** means a notice from the Trust to the Service Provider indicating an intention to assume the responsibilities of SPC under the Principal Service Contract

**Step-In Period** means the period between and including each of the Assumption Date and the Step-Out Date

**Step-Out Date** means the earlier of (a) the date one month after the date of the Additional Obligor's Termination Notice and (b) the Effective Date

**Substitute** means a Proposed Substitute which becomes a party to the Principal Service Contract pursuant to a Proposed Novation Notice

**Suspension Period** means the period of 2 months after actual receipt by the Trust of any Warning Notice

**Term** has the meaning given to it in the PFI Contract

**Transfer Regulations** means the Transfer of Undertakings (Protection of Employment) Regulations 1981 and the Acquired Rights Directive EC 77/187 or any amendments thereto and any law amending, replacing, extending to consolidating the same

**Service Provider Direct Agreement** means the Direct Agreement dated of even date herewith among the Funder, the SPC and the Service Provider

**Warning Notice** means a written notice by the Service Provider to the Trust specifying the grounds for intended termination of the Principal Service Contract

## 2

### Interpretation

- 2.1 Any reference to the singular shall be construed as also including the plural, and vice versa
- 2.2 Words importing persons shall include individuals, firms, partnerships, corporations, governments, governmental bodies and departments, authorities, agencies, unincorporated bodies of persons or associations and any other organisations having legal capacity
- 2.3 The headings in this Agreement are inserted for ease of reference only and shall not affect the interpretation or construction of this Agreement
- 2.4 Except where the context otherwise requires, reference to Clauses are references to Clauses of this Agreement
- 2.5 References to any agreement or document shall be deemed to include a reference to that agreement or document as amended, supplemented, substituted, novated or assigned from time to time
- 2.6 Any reference to a public organisation shall be deemed to include any successor to that organisation or any person which has taken over the functions or responsibilities of that organisation
- 2.7 Any notice, consent, approval, agreement or waiver which requires to be issued, made or given in terms of this Agreement shall require to be issued, made or given in writing



and the words "notify", "consent", "approve", "agree" or "waive", or derivations therefrom, shall be construed accordingly

- 2.8 The word "material" shall be construed as being material in the context of the Trust's legitimate interests and in the opinion of the Trust, acting reasonably

### 3 Acknowledgement

The SPC by its execution of this Agreement consents to the provisions and arrangements contained herein and acknowledges that it is and will remain fully liable for the fulfilment of all of its liabilities and obligations under the Principal Service Contract

### 4 Suspension of Remedies

- 4.1 Subject to Clause 4.2 hereof, the Service Provider agrees not to terminate the Principal Service Contract without first giving the Trust a Warning Notice

- 4.2 The Service Provider undertakes not to terminate the Principal Service Contract (other than during the Step-In Period if the Additional Obligor is in breach of any obligations assumed by it after the Assumption Date) during the Suspension Period

- 4.3 Within 3 weeks after the date of issue of any Warning Notice, the Service Provider shall submit to the Trust statements of:

- 4.3.1 all amounts due and payable to the Service Provider under the Principal Service Contract on or before the date of issue of the Warning Notice or the date of receipt of the Step-In Notice (as the case may be) but remaining unpaid at such date

- 4.3.2 the nature and, to the best of the Service Provider's knowledge and belief, the amount of any monetary claim asserted by the Service Provider under the Principal Service Contract against the SPC arising out of or in connection with the breach for which the Warning Notice was served; and

- 4.3.3 where the Service Provider intends to terminate the Principal Service Contract due to some default or breach of contract of a non-financial nature:

- 4.3.3.1 the provision of the Principal Service Contract alleged to have been breached or not fulfilled

- 4.3.3.2 sufficient information to enable the Trust to identify the material facts

- 4.3.3.3 the steps reasonably required to remedy the specified breaches or conditions not fulfilled

- 4.3.3.4 the time within which the specified steps can reasonably be expected to be taken

- 4.3.3.5 (if applicable) the amount of damages claimed in the manner in which they have been calculated; and

- 4.3.3.6 (if applicable) the relief to be sought



- 4.4 The Trust may appoint a firm of independent chartered accountants and/or firm of technical advisers to verify (at the cost of the SPC) the statements submitted to the Service Provider under Clause 4.3, and the Service Provider shall, subject to such firm(s) executing an appropriate confidentiality undertaking as the Service Provider may reasonably request, permit such firm to have access to and to make copies of all records, documents, data and accounting and other information not subject to legal privilege which is reasonably required with a view to confirming the accuracy and completeness of such statements
- 4.5 The Service Provider warrants to the Trust that the statements to be submitted by it under Clause 4.3 shall be true, complete and accurate estimates of the amounts to which the Service Provider considers itself entitled
- 4.6 Without prejudice to the rights of the Service Provider to pursue any claims against the SPC following the Revival Date (if any), for the purpose of determining the extent of the liability of the Additional Obligor pursuant to Clause 5.7 in respect of matters occurring prior to the Warning Notice, submission by the Service Provider of the statements under Clause 4.3 shall be done in good faith but any failure or omission in giving such information shall not prejudice any obligation of the Additional Obligor or the Substitute to pay sums or procure the performance of obligations or the discharge of liabilities of the SPC in accordance with this Agreement. The Service Provider will inform the Trust of any material change in the amounts or claim of a non-financial nature referred to in Clause 4.3 as soon as practicable after it becomes aware of the same.

## 5 Step-In and Step-Out

- 5.1 At any time:
- 5.1.1 on or after the occurrence of an SPC Event of Default (whilst the same is continuing unremedied or unwaived) but not in any event earlier than the last day of the step-in period under the Trust Direct Agreement until the Revival Date (if any); or
- 5.1.2 during any Suspension Period but not in any event earlier than the last day of the step-in period under the Trust Direct Agreement
- the Trust may give a Step-In Notice provided that if a Step-In Notice is given under Clause 5.1.1 when no Warning Notice has been given, the Step-In Notice will not be valid unless it identifies the SPC Default concerned and records the date on which the default first occurred and the Step-In Notice is given no later than two months after that date. The SPC agrees not to challenge, as against the Service Provider, the validity of a Step-In Notice.
- 5.2 Within 7 days of the Trust receiving all the information pursuant to Clause 4.3, the Trust may issue a Step-In Obligation, and failing the issue to the Service Provider of a Step-In Obligation within such period of seven days, the Service Provider shall be entitled to terminate the Principal Service Contract
- 5.3 If the Trust issues a Step-In Obligation in accordance with Clause 5.2, the Additional Obligor shall be deemed to be a party to the Principal Service Contract on and from the Assumption Date and the Trust will procure that the Additional Obligor performs the obligations expressed to be or deemed to be entered into by the Additional Obligor in this Agreement in favour of the Service Provider as though the Additional Obligor were a party to this Agreement.





- 5.4 From the Assumption Date and thereafter during the Step-In Period, the Additional Obligor shall be jointly and severally entitled to exercise and, subject to Clause 5.7, jointly and severally liable with the SPC for the performance of all the SPC's obligations under the Principal Service Contract arising on or after the Assumption Date save as released in accordance with Clause 5.9 but, as among the SPC, the Service Provider and the Additional Obligor, only the Additional Obligor shall be authorised to deal with the Service Provider and to exercise the SPC's Rights
- 5.5 On or after the Assumption Date, the Additional Obligor shall be obliged to take all necessary steps to remedy any prior and continuing breach of the Principal Service Contract:
- 5.5.1 in the case of payment obligations notified pursuant to Clause 4, within 15 Business Days of the Assumption Date; or
- 5.5.2 in the case of non-financial obligations notified pursuant to Clauses 4, within 21 Business Days of the Assumption Date if such non-financial obligation can be performed within 21 Business Days or, if it cannot, within the time period set out in a proposal for curing the breach of such non-financial obligation which shall be delivered by the Additional Obligor within 21 Business Days of the Assumption Date (or such longer period as the Service Provider and the Additional Obligor agree) and which shall set out a period or periods for such a cure which are as short as reasonably practicable in the light of the non-financial obligation to be cured but which would not entail unreasonable expenditure.
- 5.6 Payment by the Additional Obligor under Clause 5.5.1 and payment or remedy under Clause 5.5.2 shall be in full and final settlement of the obligations respectively referred to in those clauses
- 5.7 On and from the Assumption Date, the Service Provider shall owe its obligations under the Principal Service Contract to the SPC and the Additional Obligor jointly but the receipt of, or the performance by the Service Provider in favour of, either of them alone shall be a good discharge. The Additional Obligor shall be bound by all actions taken and notices given by or to the Service Provider prior to the Assumption Date. Further, the Additional Obligor shall be subject to all the terms and conditions of the Principal Service Contract applicable to the SPC
- 5.8 The Additional Obligor may at any time give the Service Provider an Additional Obligor's Termination Notice (without affecting the continuation of the SPC's obligations towards the Service Provider thereunder)
- 5.9 On and from the Step-Out Date the Additional Obligor shall be released from all obligations under the Principal Service Contract arising after the Step-Out Date.
- 6 **Novation**
- 6.1 Subject to Clause 6.3 any time but not in any event earlier than the last day of the step-in period under the Trust Direct Agreement:
- 6.1.1 on or after the occurrence of an SPC Event of Default (whilst the same is continuing unremedied or unwaived) until the Revival Date (if any)
- 6.1.2 during any Suspension Period; or



6.1.3 during the Step-In Period

the Trust may give a Proposed Novation Notice provided that if a Proposed Novation Notice is given under this Clause 6.1 when no Warning Notice has been given, the Proposed Novation Notice will not be valid unless it identifies the SPC Default concerned and records the date on which the default first occurred and the Proposed Novation Notice is given not later than two months after that date. The SPC agrees not to challenge, as against the Service Provider, the validity of a Proposed Novation Notice.

6.2 Before giving a Proposed Novation Notice the Trust will notify the Service Provider of the identity of the Proposed Substitute and provide to the Service Provider a copy of the last audited accounts of the Proposed Substitute. After receiving such information, the Service Provider will have seven days within which to notify the Trust that it objects to the identity of the Proposed Substitute but the Service Provider will only be entitled so to object if the Proposed Substitute is a direct competitor of the Service Provider.

6.3 On and from the Effective Date:

6.3.1 any rights to terminate the Principal Service Contract suspended by virtue of Clause 4 shall be of no further effect (if the circumstances which give rise to such right was a financial claim which had been discharged before the Effective Date or assumed by the Substitute and remedied in accordance with Clause 5.5.1 or in respect of non-financial claims remedied before the Effective Date)

6.3.2 the Proposed Substitute shall become a party to the Principal Service Contract in place of the SPC and thereafter shall be treated as if it had originally been named as a party thereto in place of the SPC

6.3.3 the Substitute shall assume and enjoy the rights and become liable to perform the obligations of the SPC under the Principal Service Contract whether the same arise before, on or after the Effective Date (and any such obligations which have already arisen and have not been fully performed and discharged shall be fully performed and discharged without delay), and the SPC (and any Additional Obligor) shall no longer enjoy those rights and shall be released from those obligations

6.3.4 the Service Provider shall owe its obligations under the Principal Service Contract to the Substitute in place of the SPC, including any undischarged liability in respect of any loss or damage suffered or incurred by the SPC prior to the Effective Date; and

6.3.5 the Substitute, the SPC and the Service Provider shall enter into a novation agreement, assignation or transfer (as the case may be) in relation to the Principal Service Contract in a form (a condition of which shall be that any amounts notified under Clause 4 shall be paid on the Effective Date and that any other obligations of the Substitute referred to in Clause 6.3.3 shall be performed and discharged as specified in that clause) and reasonably satisfactory to the Substitute, the SPC and the Service Provider

7 Revival of Remedies

7.1 If a Warning Notice has been given and the grounds for that notice are continuing and:

7.1.1 no Step-In Notice or Proposed Novation Notice has been given; or



- 7.1.2 a Step-In Notice has been given and a notice specifying a Step-Out Date has been given and, prior to or on the Step-Out Date, no Effective Date has occurred

then the Service Provider, on or after the Revival Date shall be entitled to:

- 7.1.3 act upon any and all grounds for termination in respect of breaches not remedied or waived available to it in relation to the Principal Service Contract; and

- 7.1.4 pursue any and all claims and exercise any and all remedies against the SPC.

- 7.2 Nothing in Clause 7.1 shall be taken to imply that the Service Provider is not entitled to pursue its rights and remedies against the SPC without restriction in circumstances in which it is not expressly precluded from pursuing such rights under the terms of this Agreement.

## 8 Funder Rights

- 8.1 Any Warning Notice served by the Service Provider on the Trust pursuant to Clause 4.1 (and any notice proposing to terminate the Principal Service Contract) shall be invalid and of no effect unless a notice shall have simultaneously been served by the Service Provider upon the Funders.
- 8.2 Any Step-In Notice or Step-In Obligation issued to the Service Provider by the Trust shall be invalid and of no effect in the event that a Step-In Notice or Step-In Undertaking (as those expressions are defined in the Service Provider Direct Agreement) is served upon the Service Provider pursuant to the Service Provider Direct Agreement.

## 9 Intellectual Property

- 9.1 If the Trust is the Substitute, the Service Provider shall make available to the Trust for use free of charge all Intellectual Property Rights and all other materials, documents and data of any nature acquired or brought into existence by the Service Provider or by third parties (for use by or on behalf of or for the benefit of the Service Provider) and from time to time in their possession for the purposes of the operation and maintenance of the New Build Hospital in accordance with the requirements of the PFI Contract
- 9.2 If the Trust is the Substitute, the Service Provider:
- 9.2.1 hereby grants the Trust, free of charge, a non-exclusive, royalty-free limited and transferable licence (carrying the right to grant sub-licences) to use all such Intellectual Property Rights which are or become vested in the Service Provider
- 9.2.2 where any Intellectual Property Rights are or become vested in a third party and is in existence at the date of this Agreement, shall use all prudent commercial endeavours to procure the grant of a like licence to that referred to in Clause 9.2.1 to the Trust; and
- 9.2.3 in the case of any Intellectual Property Rights vested in a third party other than that referred to in paragraph 9.2.2 above, shall use all prudent commercial endeavours to procure the grant of a like licence to that referred to in Clause 9.2.1 to the Trust



in all cases solely for the purposes of:

- 9.2.4 the Trust carrying out its duties under the PFI Contract or any statutory duties which the Trust may have; and
  - 9.2.5 following termination of the PFI Contract, the operation and maintenance of the Hospital
- 9.3 To the extent that any of the data, materials and documents referred to in Clause 9.1 are generated by or maintained on a computer or similar system, the Service Provider shall use all prudent commercial endeavours to procure for the benefit of the Trust at the lowest reasonable fee, the grant of a licence or sub-licence for any relevant software to enable the Trust or its nominee to access and otherwise use (subject to the payment by the Trust of the relevant fee) such data for the purposes set out in the PFI Contract or, following its termination, for the purposes of the operation and maintenance of the Hospital
- 9.4 The Service Provider shall submit to the Trust its proposals for the back-up and storage in safe custody of the data, materials and documents referred to in Clauses 9.1 and 9.2 and the Trust shall only be entitled to object if the same shall not accord with Good Industry Practice. The Service Provider shall comply, and shall cause any sub-contractor and any other person for whom it is responsible to comply, with the procedures where no such objection has been raised by the Trust. The Service Provider may vary its procedures for such back up and storage subject to submitting its proposals for change to the Trust, which may only object on the basis set out in this Clause 9.4
- 9.5 Where a claim or proceeding is made or brought against the Trust which arises out of the infringement of any Intellectual Property Rights relating to the Service then, unless such infringement shall be capable of a defence by the Trust by virtue of the licence or sub-licence granted under Clause 9.2, the Service Provider shall indemnify the Trust from and against all such claims and proceedings

## 10 Cessation of Service

If the Service Provider shall cease to provide the Service in whole or in part, the Service Provider shall indemnify the Trust or any other person providing the Service (or part of the Service) in succession to the Service Provider and hold it harmless from and against all losses, costs, claims, demands, actions, fines, penalties, awards, liabilities and expenses (including legal expenses on an indemnity basis) by or relating to any employees of the Principal Service Provider, any trade union, staff association or workers' representative which arise from any act or omission which relates to any period during which such persons were employed by the Service Provider or any of its sub-contractors.

## 11 Payment

- 11.1 On each date on which this Agreement requires an amount to be paid by any party pursuant to this Agreement, such party shall make the same available to the payee by payment in immediately available, freely transferable, cleared funds to such bank in the United Kingdom as the payee may have specified for this purpose
- 11.2 All payments required to be made by any party pursuant to this Agreement shall be deemed to be exclusive of value added tax

## 12 Default Interest



Each party shall be entitled, without prejudice to any other right or remedy, to receive interest on any payment not made on the due date calculated at the Default Interest Rate on a daily basis and on the basis of a 365 day year from the due date up to but excluding the date of payment

13      **Expiry**

13.1      If:

13.1.1      the PFI Contract is terminated for whatever reason; or

13.1.2      all rights and obligations under the Principal Service Contract are discharged in full and unconditionally,

then the rights of the Trust under this Agreement shall be extinguished

13.2      The right of the Trust to serve a Step-In Notice or a Proposed Novation Notice shall be exercisable on more than one occasion, provided that no more than one such notice may be outstanding at any one time

14      **Compliance**

The Service Provider shall not be concerned to enquire whether and shall be bound to assume that as between the Trust and the SPC circumstances have occurred permitting the Trust to give notice under Clauses 5 and 6 and the SPC by its execution of this Agreement acknowledges that the Service Provider in acting in accordance with the provisions of such notice shall not by doing so incur any liability to the SPC

15      **Assignment**

The Trust shall be entitled to assign its rights, title, interest and benefit in this Agreement to any party to whom it assigns its interest under the PFI Contract

16      **Miscellaneous**

16.1      The Service Provider warrants to the Trust that each of this Agreement and the Principal Service Contract is within its power, has been duly authorised by it, and that all consents and authorisations required by it in relation to this Agreement and the Principal Service Contract have been obtained

16.2      No failure or delay by the Service Provider or the Trust in exercising any right under this Agreement shall operate as a waiver thereof or prejudice any other or further exercise by either the Service Provider or the Trust of any of its respective rights or remedies under this Agreement. The rights and remedies under this Agreement may be exercised as often as necessary

16.3      Clause 62.6 of the PFI Contract shall be taken to apply to this Agreement mutatis mutandis in relation to matters in respect of which the Trust has a right to be indemnified by the Service Provider.

16.4      The Trust acknowledges that the SPC has agreed to hold in trust for the Service Provider the benefit of indemnities given by the Trust to the SPC which relate to a liability of the Service Provider (or a sub-contractor to the Service Provider) being indemnities which are expressly stated in the PFI Contract to relate to such a liability and agrees that such indemnities will be directly enforceable by the Service Provider against the Trust if the SPC goes into liquidation and then not in respect of amounts paid by the Trust to the SPC



under such indemnities.

**17 SPC Acknowledgement**

The SPC joins in this Agreement to acknowledge for itself the arrangements effected hereby and agrees with each of the Service Provider and the Trust to observe the provisions of this Agreement at all times and not in any way to prejudice or affect the enforcement hereof or to do or permit to be done anything which would be a breach hereof

**18 Confidentiality**

Each of the parties acknowledges that confidential information of another party may be disclosed to it and/or to its professional advisers in connection with this Agreement and:

- 18.1 undertakes that, save as may necessarily be required by any law, any relevant stock exchange or other competent regulatory authority (but only to the extent so required), it shall not and it shall procure that its professional advisers shall not use any such Confidential Information for its own benefit (otherwise than in connection with this Agreement) or for the benefit of a third party or make, permit, procure to be made or assist a third party in making, any disclosure or announcement in relation to such Confidential Information;
- 18.2 undertakes that it shall not, and shall procure that its professional advisers shall not, publish or otherwise disclose any such Confidential Information
- 18.3 agrees that the provisions of this Clause 18 will not apply to any such Confidential Information:
  - 18.3.1 on the public record or otherwise in the public domain (save as a consequence of a breach of the terms hereof by it and/or its professional advisers); or
  - 18.3.2 the disclosure of which is required by law or any relevant stock exchange or other competent regulatory authority regulations; and
- 18.4 undertakes that if it or its professional advisers become (or are reasonably likely to become) legally compelled to disclose any such Confidential Information, it shall give written notice thereof to the relevant party as expeditiously as possible and shall give such co-operation as that party may reasonably request in connection with resisting or disputing the validity of any such compulsion

**19 Variations**

This Agreement may not be varied or amended unless in a document expressed to be supplemental to this Agreement and signed by a director of the SPC, by an authorised signatory on behalf of the Trust and by a director of the Service Provider

**20 Further Assurance**

Each of the parties shall execute and deliver all such further instruments and do and perform all such further acts and things as shall be necessary or expedient for giving full force and effect to this Agreement



**21 Waiver**

No waiver by any party of any of the requirements of this Agreement or of any of their rights hereunder shall be effective unless given in writing and signed by or on behalf of that party and no forbearance, delay or indulgence by any party in enforcing the provisions of this Agreement shall prejudice or restrict the rights of that party nor shall any waiver by any party of any of the requirements hereof or any of its rights hereunder release the other from full performance of its obligations stated herein

**22 Notices**

22.1 Any notice required to be given by any party hereto shall be deemed validly served if served by:

22.1.1 prepaid registered letter post addressed as set out in Clause 22.2 or to such other address as may from time to time be notified in writing to the other party for this purpose; or

22.1.2 personal delivery by hand to such address; or

22.1.3 by facsimile

and any notice so served shall be deemed to have been served:

22.1.4 in the case of 23.1.1 above, 2 Business Days after posting the same

22.1.5 in the case of 23.1.2 above, upon delivery; and

22.1.6 in the case of 23.1.3 above, 2 hours after it is sent (if sent before 3.00pm on a Business Day) or 10.00am on the following Business Day in any other case

In proving service it shall be sufficient to provide that the notice was properly addressed and posted or that delivery took place or that the facsimile message was addressed to the recipient's facsimile number and was properly transmitted (as the case may be)

22.2 Any notice posted, delivered or sent by facsimile in accordance with Clause 22.1 shall be addressed as follows:

22.2.1 To the Trust:

Hairmyres Hospital, East Kilbride G75 8RG

Fax No: 01355 572513

and marked for the attention of the Chief Executive

22.2.2 To the SPC:

Tempsford Hall, Sandy, Bedfordshire SG19 2BD

Fax No: 01767 641755

and marked for the attention of



## 22.2.3 To the Service Provider

Norfolk House, Christmas Lane, Farnam Common, Slough, Berkshire  
SL2 3JQ

Fax No 01753 647338

and marked for the attention of

any party may change its nominated address or facsimile number by prior notice to the  
other parties

23 **Governing Law and Jurisdiction**

- 23.1 This Agreement shall be construed and receive effect in accordance with the laws of Scotland and the parties hereby agree that any proceedings to be raised by either or both parties will be as a commercial action (as defined in Chapter 47 of the Rules of the Court of Session) under the jurisdiction of the Court of Session in Scotland, unless (i) the parties agree otherwise or (ii) any such proceedings are rejected by such Court, in which case the parties agree to submit themselves to the non-exclusive jurisdiction of the Court of Session in Scotland

SIGNED for and on behalf of

THE HAIRMYRES AND STONEHOUSE HOSPITALS NATIONAL HEALTH SERVICE TRUST

by

at

on

SIGNED for and on behalf of

THE HAIRMYRES AND STONEHOUSE HOSPITALS NATIONAL HEALTH SERVICE TRUST

by

at

on

.....  
Witness

SIGNED for and on behalf of

H DGH LIMITED

by

at

on





SIGNED for and on behalf of  
H DGH LIMITED

by

at

on

SIGNED for and on behalf of  
ISS MEDICLEAN LIMITED

by

at

on

SIGNED for and on behalf of  
ISS MEDICLEAN LIMITED

by

at

on



**Part 13A: Trust's Requirements**

These requirements are as set out in the following documents which, in their form as at the Execution Date, constitute the Trust's Requirements

- 1 the Functional Relationships and agreed Schedules of Accommodation
- 2 the Whole Hospital Policies (referred to in Part 26 and being in the Agreed Form)
- 3 the Hospital Building Notes and Health Technical Memoranda (contained in Part 19)
- 4 the Energy Policy
- 5 additional information required by the Trust's technical adviser to demonstrate compliance with the above
- 6 the Basic Design (to the extent not in conflict with any of items 1-5, the Stage D Design).

**List of Dispensations - Comments on Basic Design**

The list headed "Comments on Basic Design", as at the Execution Date, including the list of agreed technical issues dated 18 March 1998 constitutes the specific dispensations from the Trust's Requirements and if such dispensation is given it shall apply only to the extent of the non compliance fully described.

A detailed description of each of items 1-5, the list of Dispensations and those parts of item 6 which are available at Financial Closing is annexed and signed as relative hereto. Each party retains a full set of the documents described in that descriptive list.

**Future Dispensations**

During the development of the Design Documentation, the SPC may request that the Trust grant a dispensation from any part of the Trust's Requirements provided such request (i) shall be in writing and shall identify each and every part of the New Build Hospital which will be affected by the SPC's proposed non-compliance (ii) will be accompanied by all relevant information, documentation, copies of relevant legislation and guidance required to enable the Trust to make an informed decision on the SPC's request and (iii) will specify precisely the extent to which the requested dispensation would, if granted, fail to comply with any of the Trust's Requirements

The Trust shall in its sole and absolute discretion decide whether the SPC's request for dispensation pursuant to the above is acceptable and if such dispensation is given it shall apply only to the extent of the non-compliance fully described in the request. Any decision reached by the Trust in this connection shall not be subject to the Dispute Resolution Procedure.



# HAIRMYRES HOSPITAL

## CONTRACT DESIGN DRAWINGS & DOCUMENTS

### 1. ARCHITECTS DRAWINGS

1.1	Proposed Site Plan		1:500	L(00)103 E
1.2	Departmental Relationships	Level 1	1:500	L(00)301
		Level 2		L(00)302
		Level 3		L(00)303
		Level 4		L(00)304
1.3	Room Relationships	Level 1 East	1:200	L(00)401 F
		Level 1 West		L(00)402 G
		Level 2 East		L(00)403 J
		Level 2 West		L(00)404 G
		Level 3 East		L(00)405 G
		Level 3 West		L(00)406 G
1.4	Exemplar 24 Bed Ward layout		1:100	L(00)414 A
1.5	Fire Strategy	Level 1	1:250	L(00)501 B
		Level 2	1:250	L(00)502 B
		Level 3	1:250	L(00)503 B
		Level 4	1:250	L(00)504
		Site Plan	1:500	L(00)505
1.6	Ceiling Height Plans	Level 1	1:250	L(35)401 A
		Level 2		L(35)403 A
		Level 3		L(35)405 A
1.7	Typical Sections	Grid A14	1:50	L(00)601
	Typical Sections	Grid A9	1:50	L(00)602
	Typical Sections	Grid D10	1:50	L(00)603
1.8	Typical Elevations			
	Fenestration Options 1 & 2			L(00)604
	Fenestration Options 3 & 4			L(00)605
	Fenestration Options 5 & 6			L(00)606
1.9	Energy Centre		1:100	L(00)412 A
1.10	Staff Residences: Married		1:100	L(00)204 A
	Units		1:100	L(00)206 D
	Single Units			
1.11	Landscape GA Layout			L(90)001 A

1.12 Internal Glazing	Level 1 - East	L(00)401 C
	Level 1 - West	L(00)402 D
	Level 2 - East	L(00)403 F
	Level 2 - West	L(00)404 D
	Level 3 - East	L(00)405 D
	Level 3 - West	L(00)406 D

## 2. SPECIFICATION

2.1 Outline Specification	A95.085	1 14
2.2 Landscape Strategy	A95.085	3 56

## 3. ENGINEERING SERVICES DRAWINGS

### Electrical Services

10489	E1160	1	Block plan Energy Centre
	E1161	2	Block plan HV/LV Substation No2
	E1162	2	Block plan HV/LV Substation No3
	E1611	2	Distribution routes level 1 sheet 1
	E1612	2	Distribution routes level 1 sheet 2
	E1613	2	Distribution routes level 1 sheet 3
	E1614	2	Distribution routes level 1 sheet 4
	E1615	2	Distribution routes level 1 sheet 5
	E1616	2	Distribution routes level 1 sheet 6
	E1621	2	Distribution routes level 2 sheet 1
	E1622	2	Distribution routes level 2 sheet 2
	E1623	2	Distribution routes level 2 sheet 3
	E1624	2	Distribution routes level 2 sheet 4
	E1625	2	Distribution routes level 2 sheet 5
	E1626	2	Distribution routes level 2 sheet 6
	E1631	2	Distribution routes level 3 sheet 1
	E1632	2	Distribution routes level 3 sheet 2
	E1633	2	Distribution routes level 3 sheet 3
	E1634	2	Distribution routes level 3 sheet 4
	E1635	2	Distribution routes level 3 sheet 5
	E1636	2	Distribution routes level 3 sheet 6
	E1641	1	Distribution routes level 4 sheet 1
	E1642	1	Distribution routes level 4 sheet 2
	E3100	1	HV/LV Schematic
	E3101	2	LV Distribution Schematic
	E3102	1	Earthing Schematic
	E3103	1	Intercom Schematic
	E3300	2	Fire Alarm Schematic
	E3401	1	TV / Radio Schematic

E5001	2	Typical Acute Ward Nurse call system
E6151_1	2	External Services to new Development Sheet 1
E6151_2	2	External Services to new Development Sheet 2
E6151_3	2	External Services to new Development Sheet 3

### **Mechanical Services**

M1160	1	Block plan Energy Centre
M1611_2	1	Distribution routes level 1 sheet 1 Med Gas
M1612_2	1	Distribution routes level 1 sheet 2 Med Gas
M1613_2	2	Distribution routes level 1 sheet 3 Med Gas
M1614_2	2	Distribution routes level 1 sheet 4 Med Gas
M1621_1	2	Distribution routes level 2 sheet 1 Vent
M1621_2	2	Distribution routes level 2 sheet 1 Med Gas
M1622_1	2	Distribution routes level 2 sheet 2 Vent
M1622_2	2	Distribution routes level 2 sheet 2 Med Gas
M1623_1	2	Distribution routes level 2 sheet 3 Vent
M1623_2	2	Distribution routes level 2 sheet 3 Med Gas
M1623_3	2	Distribution routes level 2 sheet 3 Piped Services
M1624_1	2	Distribution routes level 2 sheet 4 Vent
M1624_2	2	Distribution routes level 2 sheet 4 Med Gas
M1625_1	2	Distribution routes level 2 sheet 5 Vent
M1625_2	2	Distribution routes level 2 sheet 5 Med Gas
M1626_1	3	Distribution routes level 2 sheet 6 Vent
M1626_2	3	Distribution routes level 2 sheet 6 Med Gas
M1631_1	1	Distribution routes level 3 sheet 1 Vent
M1631_2	2	Distribution routes level 3 sheet 1 Med Gas
M1632_1	1	Distribution routes level 3 sheet 2 Vent
M1632_2	2	Distribution routes level 3 sheet 2 Med Gas
M1633_1	1	Distribution routes level 3 sheet 3 Vent
M1633_2	2	Distribution routes level 3 sheet 3 Med Gas
M1634_1	1	Distribution routes level 3 sheet 4 Vent
M1634_2	2	Distribution routes level 3 sheet 4 Med Gas
M1635_1	1	Distribution routes level 3 sheet 5 Vent
M1635_2	2	Distribution routes level 3 sheet 5 Med Gas
M1636_1	1	Distribution routes level 3 sheet 6 Vent
M1636_2	2	Distribution routes level 3 sheet 6 Med Gas
M1641	1	Distribution routes level 4 sheet 1
M1642	1	Distribution routes level 4 sheet 2
M3501	1	Medical Gas Schematic - Oxygen
M3502	1	Medical Gas Schematic - Vacuum

M3505	1	Medical Gas Schematic - Compressed Air 7 Bar
M3506	1	Medical Gas Schematic - Anaesthetic gas scavenging
M3600	2	Pneumatic Tube System
M5002	1	Typical Ward AHU schematic
M5003	1	Typical Theatre AHU schematic
M5004	1	Typical ITU AHU schematic
M5005	1	Typical Kitchen Ventilation schematic
M5007	1	Typical Ultra Clear Theatre AHU schematic
M6151	1	External Services to new development
M6152	1	External Services to new development

#### 4. ENGINEERING SERVICES DOCUMENTS

##### Stage D

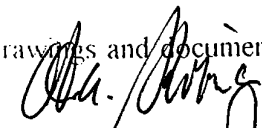
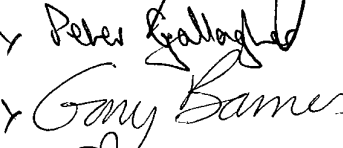

- Building Services outline of Engineering Services - Ref 10489\DM\MGBL  
Dated 17 March 1998
- Service definition and method statements - 12 March 1998.
- 5. ADF Briefing and Information pack Revision 5, dated 7 March 1998.
- 6. Schedules of Accommodation and Functional Content dated 16 March 1998.
- 7. Copy of Conditional Planning Permission from South Lanarkshire Council (Application No. EK/97/037) dated 30 May 1997.
- 8. Contaminated land proposal - as detailed in Part 13C.
- 9. Energy Policy - dated 10 March 1998.
- 10. List of Agreed Technical Issues as at 18 March 1998.

We hereby confirm receipt of two copies of the drawings and documents listed on the above schedule.

Yours faithfully

  
For and on behalf of McClure Naismith

Dated 27 MARCH 1998.

X   
X Peter Gallagher  
X Gary Barnes  
X   
X 

THIS IS THE LIST OF DOCUMENTS REFERRED TO  
IN PART 13A, TRUST REQUIREMENTS FORMING  
PART OF THE PFI CONTRACT BETWEEN THE  
HAIRMYRES AND STONEHOUSE HOSPITALS  
NATIONAL HEALTH SERVICE TRUST AND H DGH  
LIMITED, DATED 27 MARCH 1998

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**Part 13B: Basic Design**

For the purposes of this Agreement, the Basic Design comprises:

- the development control plan including site plan
- the departmental relationship on a scale of 1:500
- the room relationship drawings on a scale of 1:200
- the outline services strategy
- the constructional and elevational strategy

a copy of each of which is in Agreed Form.



**Part 13C: Stage D Design**

For the purposes of this Agreement, Stage D Design shall comprise:

- the site plan on a scale of 1:500
- the plans and elevations on a scale of 1:100
- sections on a scale of 1:50
- the outline specification
- the services schematic and specification
- the generic room layouts of Clinical Areas including internal wall elevations
- Area Description Forms.

The following design deliverables have been delivered at Financial Closing:

Schedules of Accommodation	to include room reference number, room name, ADF reference, scheduled area, actual area
ADF sheets	to include in addition to items already agreed, wall, floor and ceiling finishes, wall vision panels and sanitary fittings, and any special requirements
Site Plan	
1:200 floor plans	to include vertical structure, duct and plant spaces including drainage, internal walls with nominal thickness, doors and door swings, cubicle bays, roof lights; external walls to be shown as a zone; room names and numbers
1:50 sections	to include floor-to-floor heights, floor-to-ceiling heights, vertical and horizontal structural zones, service zones, external envelope zones
Typical elevations	to include, inter alia, fenestration approach for main building types
Outline specification	
Landscape approach	
Description of engineering services	to include energy targets, IT/Voice/Cabling as produced by Oscar Faber, service definitions and method statements produced by ISS
Services schematics	





**Contaminated Land**

- 1 Site investigations carried out pre-contract indicated the presence of "fill" materials in parts of the site. Laboratory testing of the materials indicated the soils are contaminated with a range of chemicals including toxins and materials that were variously described as "hospital wastes".
- 2 The contaminated material is to be removed from the site to eliminate possible liability under the existing environmental legislation. No extension to time will be granted as a result of the identification and removal of contaminated materials to the extent referred to in paragraph 5 below.
- 3 The responsibility for the costs of dealing with contaminated soil lies with the Trust. This will be on the basis of demonstrable extra over cost (including any landfill tax relating thereto) of material removed by reason of it being contaminated.
- 4 The design of the New Build Hospital necessitates a considerable volume of material be removed from the site, which includes uncontaminated natural soil, uncontaminated fill and contaminated fill. The Trust will not pay for the removal of any soils that have been found to be uncontaminated.
- 5 A review of the available reports highlights that approximately 16,000 cubic metres of contaminated fill will require to be excavated and removed. This, broadly, has been agreed in discussions between the Trust's designers, Mason Evans, and the Trust, and forms the basis of the landfill tax matters discussed later.
- 6 An application has been made to Customs and Excise regarding a possible exemption from landfill tax for the contaminated soil to be removed from site. It is expected that a decision will be reached on this matter early in April 1998. The SPC has agreed to fully co-operate with the Trust in this application.
- 7 The Trust will monitor the earthworks phase of the project to ensure that the receipts for contaminated soil exported from site reflect the actual conditions encountered. Procedures for the mechanics of monitoring remain to be concluded.



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**Part 13D: Trust Consents**

Data Protection Act 1984

Access to Health Care Records Act 1990

Confidentiality of Personal Health Information Code of Practice

Health and Safety at Work Act 1974: VDU Regulations

Standards for the Administration of Medicine UKCC 1992: National

Medical Indemnity and Claim Requirements (solely in relation to clinical care)

Welfare of Children and Young People in Hospital: National Policy

Regulations on Notification of Road Traffic Accidents

Human Tissue Act 1961

Ionisation Regulations 1984

Clinical Pathology Accreditation

Misuse of Drugs Act 1971



**Part 14: Contractors Collateral Warranty**

**DEED OF COLLATERAL WARRANTY**

among

**KIER BUILD LIMITED**

and

**H DGH LIMITED**

and

**THE HAIRMYRES AND STONEHOUSE HOSPITALS  
NATIONAL HEALTH SERVICE TRUST**

**Re: Hairmyres DGH, Hairmyres, East Kilbride**

**McCLURE NAISMITH**  
Solicitors  
49 Queen Street  
EDINBURGH EH2 3NH  
Tel: 0131 220 1002  
Fax: 0131 220 1003  
SB.MFAC.HA340006



**AGREEMENT**

among

- (1) KIER BUILD LIMITED incorporated under the Companies Acts with registered number 1551959 and having its registered office at Tempsford Hall, Sandy, Bedfordshire SG19 2BD ("the Contractor")
- (2) H DGH LIMITED incorporated under the Companies Acts with registered number 3508096 and having its registered office at Tempsford Hall, Sandy, Bedfordshire SG19 2BD ("the Developer")
- (3) THE HAIRMYRES AND STONEHOUSE HOSPITALS NATIONAL HEALTH SERVICE TRUST, a body corporate established under Section 12A of the National Health Service (Scotland) Act 1978 and having its principal place of business at Hairmyres Hospital, Hairmyres, East Kilbride G75 8RG ("the Beneficiary")

**WHEREAS**

- A The Developer, has conform to agreement dated of even date herewith ("the Building Contract"), appointed the Contractor as design and build main contractor in connection with the building of a new Hospital at Hairmyres, East Kilbride ("the Development").
- B The Beneficiary has entered into an agreement with the Developer to design, build, finance and operate the Development ("the PFI Contract").
- C It is a term of the PFI Contract and the Building Contract that the Developer procures that the Contractor enter into this Agreement with the Beneficiary, and the Contractor has agreed so to do.

**THEREFORE** the parties HAVE AGREED AND DO HEREBY AGREE as follows:

**1 Interpretation**

**Agent** has the meaning ascribed to it in the PFI Contract.

**Design Documentation** has the meaning ascribed to it in the PFI Contract.

**Funder** has the meaning ascribed to it in the PFI Contract.

**Hospital** has the meaning ascribed to it in the PFI Contract.

**New Build Hospital** has the meaning ascribed to it in the PFI Contract.

**2 Contractor's Duties**

The Contractor acknowledges and warrants to the Beneficiary that the Contractor shall

- 2.1 carry out and complete the Development in conformity with the Building Contract



- 2.2 observe perform and comply with all the provisions and obligations on the part of the Contractor to be observed performed and complied with as contained in the Building Contract and to the standards required expressly or impliedly by the Building Contract
- 2.3 permit the Beneficiary or its representatives to have access to, visit and inspect the Development at all reasonable times provided always that it complies with the Contractor's site regulations and instructions
- 2.4 have the Beneficiary shown as joint named on the Construction All Risks policy pertaining to the Development taken out by the Contractor.

### 3 The Contractor's Obligations

The Contractor acknowledges and warrants to the Beneficiary that:

- 3.1 the Contractor has been appointed and properly instructed by the Developer as the design and build contractor, in connection with the Development
- 3.2 in respect of all matters which lie within the scope of its responsibilities under the Building Contract in relation to the Development, the Contractor has and will continue to exercise all reasonable skill, care and diligence to be expected of a competent and experienced Building Contractor.
- 3.3 the Contractor shall be entitled in any action or proceedings by the Beneficiary to rely on any limitation in the Building Contract and the PFI Contract (including, without limitation Clause 75 thereof) and to raise the equivalent rights in defence of liability as it would have against the Developer under the Building Contract and/or the PFI Contract: the Beneficiary acknowledges it has no claim against the Contractor for delay, unless the Beneficiary becomes employer pursuant to Clause 10

### 4 Duty of Care

The Contractor acknowledges that the Beneficiary shall be deemed to have relied upon the Contractor's reasonable skill and care in respect of those matters relating to the Development and which lie within the scope of the Building Contract and the responsibilities of the Contractor thereunder and the Contractor shall owe the same duty of care as owed to the Developer pursuant to the Building Contract to the Beneficiary as if the Beneficiary had been named therein as joint Developer together with the Developer.

### 5 Copyright

The Contractor warrants that all artistic and literary copyright and design rights which may subsist in the Design Documentation are or shall be vested in the Contractor or that the Developer has or shall have a suitable licence to use the same and to grant a licence thereof to the Beneficiary and the Contractor hereby grants to the Beneficiary from the date hereof a perpetual royalty free non exclusive licence to use the same further to the Beneficiary's rights under the PFI Contract, including any use or alteration to the Hospital following the Trust's acquisition of the Hospital pursuant to Clause 67.7 (Condition of Hospital on Transfer) for the purposes of completion, maintaining, operating, repairing, renewing or replacing the Development provided that such licence and the rights attached thereunder shall terminate upon the Trust or its successors ceasing to occupy the New Build Hospital for the provision of healthcare. The Contractor shall not be liable for any use made by the Beneficiary or any third party of any drawings or other documents for any purpose other than that for which the same were prepared. The Contractor shall provide to the Beneficiary on reasonable request and reasonable payment, copies of any drawings, reports, plans, designs, specifications,



calculations and other similar documents prepared by the Contractor in connection with the Development which are still in its possession.

## 6 Notices

Any notice to be served pursuant to this Agreement shall be in writing and shall be sufficiently served if it is sent by recorded delivery post, addressed to the person to be served by name at its registered office and is not returned through the post office undelivered and service shall be deemed to be made at the time at which such notice would in the ordinary course be delivered. Copies of all notices required by this Agreement to be given to the Contractor or the Developer or the Beneficiary shall be sent simultaneously to the other party or parties to this Agreement by the party giving notice.

## 7 The Developer

The Developer has entered into this Agreement confirming its approval to the provisions of this Agreement, and in particular for the purpose of acknowledging that the Contractor acting in accordance with the provisions of Clause 9 hereof shall not by doing so incur any liability to the Developer. The Beneficiary has no authority to issue any direction or instruction to the Contractor in relation to the Building Contract unless and until the Beneficiary has given notice under Clause 10. The Contractor acknowledges that the Beneficiary has no liability to the Contractor in respect of any sums due under the Building Contract unless and until the Beneficiary has given notice under Clause 10.

## 8 Materials

The Contractor confirms to the Beneficiary that none of the following items has been or will be specified or used by the Contractor in the Development:

- 8.1 high alumina cement in structural elements
- 8.2 wood wool slabs as permanent formwork to concrete or in structural elements
- 8.3 calcium chloride in admixtures for use in reinforced concrete
- 8.4 naturally occurring aggregates for use in reinforced concrete which do not comply with British Standard 882:1983; and/or naturally occurring aggregates for use in concrete which do not comply with the provisions of British Standard 8110:1985
- 8.5 calcium silicate bricks or tiles
- 8.6 asbestos or asbestos based products
- 8.7 lead or any materials containing lead which may be ingested inhaled or absorbed except where copper alloy fittings containing lead are specifically required in drinking water pipework by any relevant statutory requirement
- 8.8 urea formaldehyde foam or materials which may release formaldehyde in quantities which may be hazardous with reference to the limits set from time to time by the Health and Safety Executive
- 8.9 slipbricks
- 8.10 vermiculite plaster
- 8.11 crocidolite



- 8.12 lightweight or air-entrained concrete blocks
- 8.13 sands and gravels for use in cement based products from a source not certified as lignite free
- 8.14 polyisocynurate or polyurethane foam
- 8.15 glass-reinforced concrete
- 8.16 materials which are generally composed of mineral fibres either man-made or naturally occurring, which contain any fibres not sealed or otherwise stabilised to prevent fibre migration
- 8.17 substances which have been publicised in the Building Research Establishment Digest as being deleterious
- 8.18 any other substances or practices not in accordance with British Standards and Codes of Practice, or in the absence of the same IEC standards or standards generally accepted as good industry practice at the time of specification

## 9 Determination by the Contractor

- 9.1 The Contractor agrees with the Beneficiary that it will not exercise nor seek to exercise any rights of determination of the Building Contract or to treat the Building Contract as having been repudiated by the Developer or to discontinue or suspend the performance of any of its services duties or obligations under the Building Contract without giving to the Beneficiary 28 days notice ("the Notice") of its intention to do so and specifying the grounds for the proposed determination.
- 9.2 Notice may not be given earlier than the expiry of any such notice given by the Contractor to the Agent for the Funders in respect of the same breach.
- 9.3 Any period stipulated in the Building Contract for the exercise by the Contractor of a right of determination shall nevertheless be extended as may be necessary to take account of the period of notice required under this Clause.
- 9.4 Compliance by the Contractor with the provisions of this Clause shall not be treated as a waiver of any breach on the part of the Developer giving rise to the right of determination nor otherwise prevent the Contractor from exercising its rights after the expiration of the Notice unless the right of determination shall have ceased under the provisions of Clause 10 of this Agreement.

## 10 Continuance of Building Contract

- 10.1 The right of the Contractor to determine the Building Contract shall cease within the period of 28 days referred to in Clause 9 if within the Notice period:
  - 10.1.1 the Beneficiary procures the remedy of any alleged grounds for determination or suspension referred to in the Notice in which event the Notice will be deemed to be of no effect whatsoever or
  - 10.1.2 the Beneficiary gives notice to the Contractor requiring it to continue its services duties and obligations under the Building Contract in relation to the Development and to accept the instructions of the Beneficiary to the exclusion



of the Developer in respect of the carrying out and completion of the Development upon the terms and conditions of the Building Contract.

- 10.2 Upon giving of notice by the Beneficiary pursuant to Clause 10.1.2 the Building Contract shall continue in full force and effect as if the right of determination on the part of the Contractor had not arisen and in all respects as if the Building Contract had been made between the Contractor and the Beneficiary to the exclusion of the Developer upon the terms and conditions of the Building Contract and the Beneficiary shall as soon as practicable remedy any outstanding material breach of the Building Contract provided such breach is referred to in the Notice and is capable of remedy by the Beneficiary.
- 10.3 Notwithstanding that as between the Developer and the Contractor the Contractor's right of determination of the Building Contract may not have arisen, the provisions of this Clause 10 shall nevertheless apply if for any reason the Beneficiary gives notice to the Contractor and the Developer to that effect and the Beneficiary complies with the requirements on its part under this Clause.
- 10.4 The Contractor shall not be concerned to inquire whether and shall be bound to assume that as between the Developer and the Beneficiary circumstances have occurred permitting the Beneficiary to give notice under this Clause 10.
- 10.5 The Developer agrees that the Contractor may accept the instructions of the Beneficiary in the circumstances envisaged by this Clause 10.
- 10.6 If so required by the Beneficiary, the Contractor will consent to the Developer assigning the Building Contract to the Beneficiary notwithstanding any restriction on the assignation thereof contained in the Building Contract or otherwise subject to the Beneficiary becoming responsible to the Contractor for payment of any sums due to the Contractor and which remain unpaid under the Building Contract whether before or after the date of assignation.
- 10.7 In the event of the Beneficiary being substituted as the employer under the Building Contract pursuant to Clause 10, the Contractor hereby agrees that the Beneficiary shall be entitled to assign the full benefit or otherwise of the Building Contract and also all other rights conferred by the Contractor on the Beneficiary in terms of this Agreement at any time hereafter to any bona fide third party from the Beneficiary subject only to such third party assuming all duties and obligations owed by the Beneficiary to the Contractor under and in terms of the Building Contract and in terms of this Agreement.

## 11 Assignment

The Beneficiary shall be entitled to assign or transfer this Agreement or all rights hereunder without the consent of the Contractor and/or the Developer to any party whom the PFI Contract is assigned pursuant to Clause 53.2 of the PFI Contract.

## 12 Expiry of Agreement

This Agreement shall subsist for a period of 10 years only from the last day of the Defects Liability Period of the Development under the Building Contract, after which time it shall fall and be of no further effect save to the extent that any court action has been commenced further to this Agreement within such period.





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**13 Proper Law**

The construction validity and application of this Agreement shall be subject to the Law of Scotland and the parties prorogate the non exclusive jurisdiction of the Court of Session in Scotland; And the parties hereto consent to registration hereof for preservation and execution: IN WITNESS WHEREOF these presents consisting of this and the 5 preceding pages are executed as follows:

SIGNED for and on behalf of  
KIER BUILD LIMITED

at

on

by

SIGNED for and on behalf of  
H DGH LIMITED

at

on

by



SIGNED for and on behalf of  
THE HAIRMYRES AND STONEHOUSE HOSPITALS  
NATIONAL HEALTH SERVICE TRUST

at

on

by

.....  
Witness



**Part 15A: Professional Team Collateral Warranty: Architect Only**

**DEED OF COLLATERAL WARRANTY**

among

**HLM ARCHITECTS LIMITED**

and

**KIER BUILD LIMITED**

and

**H DGH LIMITED**

and

**THE HAIRMYRES AND STONEHOUSE HOSPITALS  
NATIONAL HEALTH SERVICE TRUST**

**Re: Hairmyres DGH, Hairmyres, East Kilbride**

**McCLURE NAISMITH**  
Solicitors  
49 Queen Street  
**EDINBURGH EH2 3NH**  
Tel: 0131 220 1002  
Fax: 0131 220 1003  
SB.MFAC.HA340006



**AGREEMENT**

among

- (1) HLM ARCHITECTS LIMITED incorporated under the Companies Acts with registered number 2424914 and having its registered office at 1 Old Lodge Place, St Margarets, Twickenham, Middlesex, TW1 1RQ ("the Firm")
- (2) KIER BUILD LIMITED incorporated under the Companies Acts with registered number 1551959 and having its registered office at Tempsford Hall, Sandy, Bedfordshire SG19 2BD ("the Contractor")
- (3) H DGH LIMITED incorporated under the Companies Acts with registered number 3508096 and having its registered office at Tempsford Hall, Sandy, Bedfordshire SG19 2BD ("the Developer")
- (4) THE HAIRMYRES AND STONEHOUSE NATIONAL HEALTH SERVICE TRUST, a body corporate established under Section 12A of the National Health Service (Scotland) Act 1978 and having its principal place of business at Hairmyres Hospital, East Kilbride, G75 8RG ("the Beneficiary")

**WHEREAS**

- (A) The Developer and the Contractor have entered into a design build contract ("the D&B Contract") in connection with the design and build of a new Hospital at Hairmyres, East Kilbride ("the Development").
- (B) The Contractor has entered into a Memorandum of Appointment ("the Appointment") with the Firm as Architect in connection with the design and build of the Development.
- (C) The Beneficiary has agreed to enter into an agreement with the Developer.
- (D) It is a term of the PFI Contract, the D&B Contract and the Appointment that the Contractor procures that the Firm enter into this Agreement with the Beneficiary and the Firm has agreed so to do.

**THEREFORE** the parties HAVE AGREED AND DO HEREBY AGREE as follows:

**1 Interpretation**

**Agent** has the meaning ascribed to it in the PFI Contract.

**Design Documentation** has the meaning ascribed to it in the PFI Contract.

**Funder** has the meaning ascribed to it in the PFI Contract.

**Hospital** has the meaning ascribed to it in the PFI Contract.



**Hospital Commissioning Certificate** has the meaning ascribed to it in the PFI Contract.

**New Build Hospital** has the meaning ascribed to it in the PFI Contract.

## 2 **The Firm's Obligations**

It is hereby agreed that the Firm will exercise reasonable skill and care in the performance of its duties and responsibilities under the Appointment and that in respect of any claim by the Beneficiary the Firm's liability shall be limited to its Net Contribution

PROVIDED ALWAYS THAT:

- (i) the Net Contribution shall be such sum as shall be agreed between the Firm and the Beneficiary or adjudged by the court to be the proportion of the loss to the Beneficiary directly caused by the Firm's failure to exercise reasonable skill and care in the performance of its duties and responsibilities under the Appointment. This proportion is to be calculated on the basis that all other Firms, advisers, contractors and sub-contractors ("Relevant Parties") involved in the Développement shall be deemed to have provided contractual undertakings to the Beneficiary in respect of their services in connection with the Development and shall be deemed to have paid to the Beneficiary the proportion of the loss (after apportionment between the Relevant Parties and the Firm) which it would have been just and equitable for them to pay having regard to the extent of their responsibilities and
- (ii) in respect of any claims arising out of the occupation of any part of the Development by any party the Beneficiary may not recover more than the Net Contribution towards:
  - a) the reasonable costs to the Beneficiary of remedying physical defects to the Development and
  - b) the reasonable additional costs to the Beneficiary of alternative accommodation and/or the net loss of rent together with the cost of relocation to and/or from alternative accommodation to the extent that such cost, loss or relocation was necessarily incurred as the result of a physical defect in or damage to the Development for which the Firm is liable to the Beneficiary, or the imminent threat of such defect or damage and
- (iii) the Firm shall owe no greater duties or obligations in time or in nature and shall have no greater liabilities hereunder to the Beneficiary than it owes to the Contractor under the Appointment and
- (iv) any agreement or arrangement between the Firm and the Contractor in respect of the Firm's duties to the Contractor shall likewise bind the Beneficiary.

## 3 **Duty of Care**

The Firm acknowledges that the Beneficiary may have relied upon the Firm's reasonable skill and care in respect of those matters relating to the Development which lie within the scope of the Appointment and the responsibilities of the Firm thereunder.

## 4 **Copyright**

The Firm warrants that all artistic and literary copyright and design rights which may subsist in the Design Documentation are or shall be vested in the Contractor or that the Contractor has or shall have a suitable licence to use the same and to grant a licence thereof to the Beneficiary and the Firm



hereby grants to the Beneficiary from the date hereof a perpetual royalty free non exclusive licence to use the same further to the Beneficiary's rights under the PFI Contract, including any use or alteration to the Hospital following the Trust's acquisition of the Hospital pursuant to Clause 67.7 (Condition of Hospital on Transfer) for the purposes of completion, maintaining, operating, repairing, renewing or replacing the Development provided that such licence and the rights attached thereunder shall terminate upon the Trust or its successors ceasing to occupy the New Build Hospital for the provision of healthcare. The Firm shall not be liable for any use made by the Beneficiary or any third party of any drawings or other documents for any purpose other than that for which the same were prepared. The Firm shall provide to the Beneficiary on reasonable request and reasonable payment, copies of any drawings, reports, plans, designs, specifications, calculations and other similar documents prepared by the Firm in connection with the Development which are still in its possession.

**5 Indemnity Insurance**

The Firm shall maintain for a period of ten years from the issue of the Hospital Commissioning Certificate professional indemnity insurance with insurers of substance and repute in the amount of not less than FIVE MILLION POUNDS (£5,000,000) for each and every claim in each year of insurance PROVIDED ALWAYS that such insurance is available on the UK insurance market at commercially reasonable rates. As and when requested by the Beneficiary, the Firm shall produce for inspection documentary evidence that such professional indemnity insurance is being maintained and that premiums are being paid when they fall due. The Firm shall immediately inform the Beneficiary if such insurance ceases to be maintained. The Firm also confirms that this Agreement is entered into with the consent of its insurers.

**6 Notices**

Any notice to be served pursuant to this Agreement shall be in writing and shall be sufficiently served if it is sent by recorded delivery post addressed to the person to be served by name at its registered office and is not returned through the post office undelivered and service shall be deemed to be made at the time at which such notice would in the ordinary course be delivered. Copies of all notices required by this Agreement to be given to the Firm or the Contractor or the Developer or the Beneficiary shall be sent simultaneously to the other party or parties to this Agreement by the party giving notice.

**7 The Contractor and the Developer**

The Contractor and the Developer have entered into this Agreement confirming their approval to the provisions of this Agreement, and in particular for the purpose of acknowledging that the Firm acting in accordance with the provisions of Clause 9 hereof shall not by doing so incur any liability to the Contractor or Developer. The Beneficiary has no authority to issue any direction or instruction to the Firm in relation to the Appointment unless and until the Beneficiary has given notice under Clause 10. The Firm acknowledges that the Beneficiary has no liability to the Firm in respect of any sums due under the Appointment unless and until the Beneficiary has given notice under Clause 10.

**8 Materials**

The Firm confirms to the Beneficiary that none of the following items has been or will be specified by the Firm for use in the Development:

- 8.1 high alumina cement in structural elements
- 8.2 wood wool slabs as permanent formwork to concrete or in structural elements
- 8.3 calcium chloride in admixtures for use in reinforced concrete



- 8.4 naturally occurring aggregates for use in reinforced concrete which do not comply with British Standard 882:1983; and/or naturally occurring aggregates for use in concrete which do not comply with the provisions of British Standard 8110:1985
- 8.5 calcium silicate bricks or tiles
- 8.6 asbestos or asbestos based products
- 8.7 lead or any materials containing lead which may be ingested inhaled or absorbed except where copper alloy fittings containing lead are specifically required in drinking water pipework by any relevant statutory requirement
- 8.8 urea formaldehyde foam or materials which may release formaldehyde in quantities which may be hazardous with reference to the limits set from time to time by the Health and Safety Executive
- 8.9 slipbricks
- 8.10 vermiculite plaster
- 8.11 crocidolite
- 8.12 lightweight or air-entrained concrete blocks
- 8.13 sands and gravels for use in cement based products from a source not certified as lignite free
- 8.14 polyisocyanurate or polyurethane foam
- 8.15 glass-reinforced concrete
- 8.16 materials which are generally composed of mineral fibres either man-made or naturally occurring, which contain any fibres not sealed or otherwise stabilised to prevent fibre migration
- 8.17 substances which have been publicised in the Building Research Establishment Digest as being deleterious
- 8.19 any other substances or practices not in accordance with British Standards and Codes of Practice, or in the absence of the same IEC standards or standards generally accepted as good industry practice at the time of specification.

## 9 Determination by the Firm

- 9.1 The Firm agrees with the Beneficiary that it will not exercise nor seek to exercise any rights of determination of the Appointment or to treat the Appointment as having been repudiated by the Contractor or to discontinue or suspend the performance of any of its services duties or obligations under the Appointment without giving to the Beneficiary 28 days notice ("the Notice") of its intention to do so and specifying the grounds for the proposed determination.
- 9.2 Notice may not be given earlier than the expiry of any such notice given by the Firm to the Agent for the Funders in respect of the same breach.



- 9.3 Any period stipulated in the Appointment for the exercise by the Firm of a right of determination shall nevertheless be extended as may be necessary to take account of the period of notice required under this Clause.
- 9.4 Compliance by the Firm with the provisions of this Clause shall not be treated as a waiver of any breach on the part of the Contractor giving rise to the right of determination nor otherwise prevent the Firm from exercising its rights after the expiration of the Notice unless the right of determination shall have ceased under the provisions of Clause 10 of this Agreement.

## 10 Continuance of Appointment

- 10.1 The right of the Firm to determine the Appointment shall cease within the period of 28 days referred to in Clause 9.1 if within the Notice period:
  - 10.1.1 the Beneficiary procures the remedy of any alleged grounds for determination or suspension referred to in the Notice in which event the Notice will be deemed to be of no effect whatsoever or
  - 10.1.2 the Beneficiary gives notice to the Firm requiring it to continue its services duties and obligations under the Appointment in relation to the Development and to accept the instructions of the Beneficiary to the exclusion of the Contractor in respect of the carrying out and completion of the Development upon the terms and conditions of the Appointment provided always that such notice is issued prior to the issue of the Hospital Commissioning Certificate.
- 10.2 Upon giving of notice by the Beneficiary pursuant to Clause 10.1.2 the Appointment shall continue in full force and effect as if the right of determination on the part of the Firm had not arisen and in all respects as if the Appointment had been made between the Firm and the Beneficiary to the exclusion of the Contractor upon the terms and conditions of the Appointment and the Beneficiary shall as soon as practicable remedy any outstanding material breach of the Appointment.
- 10.3 Notwithstanding that as between the Contractor and the Firm, the Firm's right of determination of the Appointment may not have arisen, the provisions of this Clause 10 shall nevertheless apply if for any reason the Beneficiary gives notice to the Firm and the Contractor to that effect and the Beneficiary complies with the requirements on its part under this Clause provided always that such notice is issued prior to the issue of the Hospital Commissioning Certificate.
- 10.4 The Firm shall not be concerned to inquire whether and shall be bound to assume that as between the Contractor and the Beneficiary circumstances have occurred permitting the Beneficiary to give notice under this Clause 10.
- 10.5 The Contractor agrees that the Firm may accept the instructions of the Beneficiary in the circumstances envisaged by this Clause 10.
- 10.6 In the event of the Beneficiary being substituted as the Contractor under the Appointment, the Firm hereby agrees that the Beneficiary shall be entitled to assign by way of absolute legal assignment only the full benefit or otherwise of the Appointment up until the date of the Hospital Commissioning Certificate and also all other rights conferred by the Firm on the Beneficiary in terms of this Agreement at any time hereafter to any bona fide third party who has taken over substantially all the obligations to complete the Hospital subject only to such third party assuming all duties and obligations owed by the Beneficiary to the Firm or under and in terms of the Appointment and in terms of this Agreement.





# 11      **Assignment**

The Beneficiary shall be entitled to assign or transfer this Agreement only to a further party taking the whole of the Beneficiary's interest in the Development whom the PFI Contract is assigned pursuant to Clause 53.2 of the PFI Contract without the consent of the Firm or Contractor.

# 12      **Expiry of Agreement**

This Agreement shall subsist for a period of 11 years only from the issue of the Hospital Commissioning Certificate after which time it shall fall and be of no further effect save to the extent that any court action has been commenced further to this Agreement within said period.

# 13      **Proper Law**

The construction validity and application of this Agreement shall be subject to the Law of Scotland and the parties prorogate the non exclusive jurisdiction of the Court of Session in Scotland; And the parties hereto consent to registration hereof for preservation and execution: IN WITNESS WHEREOF these presents consisting of this and the 5 preceding pages are executed as follows:

SUBSCRIBED for and on behalf of  
HLM ARCHITECTS LIMITED

at

on

by



SUBSCRIBED for and on behalf of  
KIER BUILD LIMITED

at

on

by

SUBSCRIBED for and on behalf of  
H DGH LIMITED

at

on

by

SUBSCRIBED for and on behalf of  
THE HAIRMYRES AND STONEHOUSE HOSPITALS NATIONAL HEALTH SERVICE TRUST

at

on

by

.....  
Witness



**Part 15B: Professional Team Collateral Warranty: Engineers Only**

**DEED OF COLLATERAL WARRANTY**

among

**OSCAR FABER GROUP LIMITED**

and

**KIER BUILD LIMITED**

and

**H DGH LIMITED**

and

**THE HAIRMYRES AND STONEHOUSE HOSPITALS  
NATIONAL HEALTH SERVICE TRUST**

**Re: Hairmyres DGH, Hairmyres, East Kilbride**

**McCLURE NAISMITH  
Solicitors  
49 Queen Street  
EDINBURGH EH2 3NH  
Tel: 0131 220 1002  
Fax: 0131 220 1003  
SB.MFAC.HA340006**



**AGREEMENT**

among

- (1) OSCAR FABER GROUP LIMITED incorporated under the Companies Acts with registered number 1725811 and having its registered office at Marlborough House, Upper Marlborough Road, St Albans, Herts AL1 3UT ("the Firm")
- (2) KIER BUILD LIMITED incorporated under the Companies Acts with registered number 1551959 and having its registered office at Tempsford Hall, Sandy, Bedfordshire SG19 2BD ("the Contractor")
- (3) H DGH LIMITED incorporated under the Companies Acts with registered number 3508096 and having its registered office at Tempsford Hall, Sandy, Bedfordshire SG19 2BD ("the Developer")
- (4) THE HAIRMYRES AND STONEHOUSE NATIONAL HEALTH SERVICE TRUST, a body corporate established under Section 12A of the National Health Service (Scotland) Act 1978 and having its principal place of business at Hairmyres Hospital, East Kilbride, G75 8RG ("the Beneficiary")

**WHEREAS**

- (A) The Developer and the Contractor have entered into a design build contract ("the D&B Contract") in connection with the design and build of a new Hospital.
- (B) The Contractor has entered into a Memorandum of Appointment ("the Appointment") with the Firm as engineer in connection with the design and build of a new Hospital at Hairmyres, East Kilbride ("the Development").
- (C) The Beneficiary has agreed to enter into an agreement with the Developer.
- (D) It is a term of the PFI Contract, the D&B Contract and the Appointment that the Contractor procures that the Firm enter into this Agreement with the Beneficiary and the Firm has agreed so to do.

**THEREFORE** the parties HAVE AGREED AND DO HEREBY AGREE as follows:

**1 Interpretation**

**Agent** has the meaning ascribed to it in the PFI Contract.

**Design Documentation** has the meaning ascribed to it in the PFI Contract.

**Funder** has the meaning ascribed to it in the PFI Contract.

**Hospital** has the meaning ascribed to it in the PFI Contract.



**Hospital Commissioning Certificate** has the meaning ascribed to it in the PFI Contract.

**New Build Hospital** has the meaning ascribed to it in the PFI Contract.

## 2 The Firm's Obligations

- 2.1 The Firm acknowledges to the Beneficiary that the Firm has been appointed and properly instructed by the Contractor as engineer in connection with the Development
- 2.2 In respect of all matters which lie within the scope of its responsibilities under the Appointment in relation to the Development, the Firm has and will continue to exercise all reasonable skill, care and diligence to be expected of a competent and experienced engineer.
- 2.3 The Firm shall be entitled in any action or proceedings by the Beneficiary to rely on any limitation in the Appointment and the PFI Contract (including, without limitation, Clause 75 thereof) and to raise the equivalent rights in defence of liability as it would have against the Contractor under the Appointment and/or the PFI Contract.

## 3 Duty of Care

The Firm acknowledges that the Beneficiary may have relied upon the Firm's reasonable skill and care in respect of those matters relating to the Development which lie within the scope of the Appointment and the responsibilities of the Firm thereunder and the Firm shall owe the same duty of care as owed to the Contractor pursuant to the Appointment to the Beneficiary as if the Beneficiary had been named therein as joint Contractor together with the Contractor.

## 4 Copyright

The Firm warrants that all artistic and literary copyright and design rights which may subsist in the Design Documentation are or shall be vested in the SPC or that the SPC has or shall have a suitable licence to use the same and to grant a licence thereof to the Beneficiary and the Firm hereby grants to the Beneficiary from the date hereof a perpetual royalty free non exclusive licence to use the same further to the Beneficiary's rights under the PFI Contract, including any use or alteration to the Hospital following the Trust's acquisition of the Hospital pursuant to Clause 67.7 (Condition of Hospital on Transfer) for the purposes of completion, maintaining, operating, repairing, renewing or replacing the Development provided that such licence and the rights attached thereunder shall terminate upon the Trust or its successors ceasing to occupy the New Build Hospital for the provision of healthcare. The Firm shall not be liable for any use made by the Beneficiary or any third party of any drawings or other documents for any purpose other than that for which the same were prepared. The Firm shall provide to the Beneficiary on reasonable request and reasonable payment, copies of any drawings, reports, plans, designs, specifications, calculations and other similar documents prepared by the Firm in connection with the Development which are still in its possession.

## 5 Indemnity Insurance

The Firm shall maintain for a period of ten years from the issue of the Hospital Commissioning Certificate professional indemnity insurance with insurers of substance and repute in the amount of not less than FIVE MILLION POUNDS (£5,000,000) for each and every claim in each year of insurance PROVIDED ALWAYS that such insurance is available on the UK insurance market at commercially reasonable rates. As and when requested by the Beneficiary, the Firm shall produce for inspection documentary evidence that such professional indemnity insurance is being maintained and that premiums are being paid when they fall due. The Firm shall immediately inform the Beneficiary if such insurance ceases to be maintained. The Firm also confirms that this Agreement is entered into with the consent of its insurers.



**6 Notices**

Any notice to be served pursuant to this Agreement shall be in writing and shall be sufficiently served if it is sent by recorded delivery post addressed to the person to be served by name at its registered office and is not returned through the post office undelivered and service shall be deemed to be made at the time at which such notice would in the ordinary course be delivered. Copies of all notices required by this Agreement to be given to the Firm or the Contractor or the Developer or the Beneficiary shall be sent simultaneously to the other party or parties to this Agreement by the party giving notice.

**7 The Contractor and the Developer**

The Contractor and the Developer have entered into this Agreement confirming their approval to the provisions of this Agreement, and in particular for the purpose of acknowledging that the Firm acting in accordance with the provisions of Clause 9 hereof shall not by doing so incur any liability to the Contractor or Developer. The Beneficiary has no authority to issue any direction or instruction to the Firm in relation to the Appointment unless and until the Beneficiary has given notice under Clause 10. The Firm acknowledges that the Beneficiary has no liability to the Firm in respect of any sums due under the Appointment unless and until the Beneficiary has given notice under Clause 10.

**8 Materials**

The Firm confirms to the Beneficiary that none of the following items has been or will be specified by the Firm for use in the Development:

- 8.1 high alumina cement in structural elements
- 8.2 wood wool slabs as permanent formwork to concrete or in structural elements
- 8.3 calcium chloride in admixtures for use in reinforced concrete
- 8.4 naturally occurring aggregates for use in reinforced concrete which do not comply with British Standard 882:1983; and/or naturally occurring aggregates for use in concrete which do not comply with the provisions of British Standard 8110:1985
- 8.5 calcium silicate bricks or tiles
- 8.6 asbestos or asbestos based products
- 8.7 lead or any materials containing lead which may be ingested inhaled or absorbed except where copper alloy fittings containing lead are specifically required in drinking water pipework by any relevant statutory requirement
- 8.8 urea formaldehyde foam or materials which may release formaldehyde in quantities which may be hazardous with reference to the limits set from time to time by the Health and Safety Executive
- 8.9 slipbricks
- 8.10 vermiculite plaster
- 8.11 crocidolite
- 8.12 lightweight or air-entrained concrete blocks



- 8.13 sands and gravels for use in cement based products from a source not certified as lignite free
- 8.14 polyisocyanurate or polyurethane foam
- 8.15 glass-reinforced concrete
- 8.16 materials which are generally composed of mineral fibres either man-made or naturally occurring, which contain any fibres not sealed or otherwise stabilised to prevent fibre migration
- 8.17 substances which have been publicised in the Building Research Establishment Digest as being deleterious
- 8.19 any other substances or practices not in accordance with British Standards and Codes of Practice, or in the absence of the same IEC standards or standards generally accepted as good industry practice at the time of specification.

## 9 Determination by the Firm

- 9.1 The Firm agrees with the Beneficiary that it will not exercise nor seek to exercise any rights of determination of the Appointment or to treat the Appointment as having been repudiated by the Contractor or to discontinue or suspend the performance of any of its services duties or obligations under the Appointment without giving to the Beneficiary 28 days notice ("the Notice") of its intention to do so and specifying the grounds for the proposed determination.
- 9.2 Notice may not be given earlier than the expiry of any such notice given by the Firm to the Agent for the Funders in respect of the same breach.
- 9.3 Any period stipulated in the Appointment for the exercise by the Firm of a right of determination shall nevertheless be extended as may be necessary to take account of the period of notice required under this Clause.
- 9.4 Compliance by the Firm with the provisions of this Clause shall not be treated as a waiver of any breach on the part of the Contractor giving rise to the right of determination nor otherwise prevent the Firm from exercising its rights after the expiration of the Notice unless the right of determination shall have ceased under the provisions of Clause 10 of this Agreement.

## 10 Continuance of Appointment

- 10.1 The right of the Firm to determine the Appointment shall cease within the period of 28 days referred to in Clause 9.1 if within the Notice period:
  - 10.1.1 the Beneficiary procures the remedy of any alleged grounds for determination or suspension referred to in the Notice in which event the Notice will be deemed to be of no effect whatsoever or
  - 10.1.2 the Beneficiary gives notice to the Firm requiring it to continue its services duties and obligations under the Appointment in relation to the Development and to accept the instructions of the Beneficiary to the exclusion of the Contractor in respect of the carrying out and completion of the Development upon the terms and conditions of the Appointment provided always that such notice is issued prior to the issue of the Hospital Commissioning Certificate.



- 10.2 Upon giving of notice by the Beneficiary pursuant to Clause 10.1.2 the Appointment shall continue in full force and effect as if the right of determination on the part of the Firm had not arisen and in all respects as if the Appointment had been made between the Firm and the Beneficiary to the exclusion of the Contractor upon the terms and conditions of the Appointment and the Beneficiary shall as soon as practicable remedy any outstanding material breach of the Appointment.
- 10.3 Notwithstanding that as between the Contractor and the Firm, the Firm's right of determination of the Appointment may not have arisen, the provisions of this Clause 10 shall nevertheless apply if for any reason the Beneficiary gives notice to the Firm and the Contractor to that effect and the Beneficiary complies with the requirements on its part under this Clause provided always that such notice is issued prior to the issue of the Hospital Commissioning Certificate.
- 10.4 The Firm shall not be concerned to inquire whether and shall be bound to assume that as between the Contractor and the Beneficiary circumstances have occurred permitting the Beneficiary to give notice under this Clause 10.
- 10.5 The Contractor agrees that the Firm may accept the instructions of the Beneficiary in the circumstances envisaged by this Clause 10.
- 10.6 In the event of the Beneficiary being substituted as the employer under the Appointment, the Firm hereby agrees that the Beneficiary shall be entitled to assign the full benefit or otherwise of the Appointment and also all other rights conferred by the Firm on the Beneficiary in terms of this Agreement at any time hereafter to any bona fide third party who has taken over substantially all the obligations to complete the Hospital subject only to such third party assuming all duties and obligations owed by the Beneficiary to the Firm or under and in terms of the Appointment and in terms of this Agreement.

## 11 Assignment

The Beneficiary shall be entitled to assign or transfer this Agreement only to a party whom the PFI Contract is assigned pursuant to Clause 53.2 of the PFI Contract without the consent of the Firm or Contractor.

## 12 Expiry of Agreement

This Agreement shall subsist for a period of 10 years only from the issue of the Hospital Commissioning Certificate after which time it shall fall and be of no further effect save to the extent that any court action has been commenced further to this Agreement within said period.





**13 Proper Law**

The construction validity and application of this Agreement shall be subject to the Law of Scotland and the parties prorogate the non exclusive jurisdiction of the Court of Session in Scotland; And the parties hereto consent to registration hereof for preservation and execution: IN WITNESS WHEREOF these presents consisting of this and the 5 preceding pages are executed as follows:

SUBSCRIBED for and on behalf of  
OSCAR FABER GROUP LIMITED

at

on

by

SUBSCRIBED for and on behalf of  
KIER BUILD LIMITED

at

on

by



SUBSCRIBED for and on behalf of  
H DGH LIMITED

at

on

by

SUBSCRIBED for and on behalf of  
THE HAIRMYRES AND STONEHOUSE HOSPITALS NATIONAL HEALTH SERVICE TRUST

at

on

by

.....  
Witness



## Part 17: Design Liaison Procedure

**A Status of Design** - The status of the Design Documentation as at the Execution Date of the PFI contract is "Basic Design" as set out in Part 13B.

**B Finalisation of Stage D Design** - The SPC shall maintain the function and role of the Technical Liaison Group to review and debate the outstanding elements of the Stage D Design - determined by reference to the "Basic Design" referred to in A above.

### C Following Finalisation of Stage D Design

Framework for Demonstrating Compliance to Stage D during Design Development

Design Development will be discussed with the Trust but it is the responsibility of the SPC to ensure the New Build Hospital meets the Trust's Requirements.

### 1 The Principal Intent

The SPC has an obligation to ensure that the Development have been completed in accordance with Part 13. Save for a Trust Change as defined in Paragraph 3 nothing in this Part 17 shall derogate from SPC's obligations as set out in this Paragraph 1 including for the avoidance of doubt the agreement of the Trust to any SPC Sponsored Variation as defined in Paragraph 4.

### 2 Compliant Design Development

Change will be inevitable as part of the natural evolution of design development. Such change can be considered to be compliant with Part 13 of the PFI Contract if it constitutes Design Development. **Design Development** in this Part is the development by the Contractor of the design of the Development within the scope and intent of the documents contained within Part 13, including any necessity to meet planning, building control, fire, health and safety or other statutory requirements or approvals to ensure the Development can be built as designed. It will also include development of the design to allow subsequent construction of the Development to be safely and practicably executed.

### 3 Non Compliant Design Development

Any change to Part 13 which does not constitute Design Development will be considered to be non-compliant. Such change will generate non-compliance notices which will have to be resolved by the SPC to the satisfaction of the Trust. Any variation to Part 13 requested by the Trust (a "Trust Change") shall be dealt with in accordance with the Change Control Procedure as set out in Part 6.

### 4 Means of Demonstrating Compliance

**4.1** Drawing revisions will be marked up to show Design Developments as they are issued. The SPC will procure that the Contractor shall forward to the Trust copies of all drawings relating to the Development which show any significant alterations from the Basic Design (or any part of Stage D Design then in existence) or any new drawings created in relation to the Development including drawings developing outline design to detailed design stage (all such drawings "New Drawings"). Without prejudice to the generality of the foregoing, in this paragraph, an alteration shall be regarded as significant if, it makes an alteration to the design as represented by Stage D Design or Basic Design, which would adversely affect the functional utility of the affected part. SPC shall procure that the Contractor will produce New Drawings in such a way that the Trust will be able to determine the significance of the alterations or how the design encapsulated in any New Drawings would impact on the Approved Design of the Works. In the event the



Contractor wishes any of the New Drawings to form part of the Approved Design then the SPC will issue a request for an SPC Sponsored Variation which subject to the terms of this Part 17 will be considered to be a deemed CCN under Paragraph 2 of Part 6.

4.2 Notwithstanding any other terms of this Agreement and in particular and without limitation any provisions of Part 6, in the event the Trust agrees to a SPC Sponsored Variation then the following will apply:

4.2.1 the SPC Sponsored Variation will be approved only on the basis that there will be no additional cost whatsoever to the Trust nor any Extension of Time and that therefore as part of the procedure of Part 6 nothing will be done to Table 1 or to Table 2 of Part 1A and nothing will be done which would affect the Unitary Charge directly or indirectly;

4.2.2 at no time will the SPC in relation to any other CCN at any time being considered during the Term be entitled to refer to or rely on any aspects of the Development approved by an SPC Sponsored Variation to increase the Unitary Charge;

4.2.3 the Trust will be entitled as part of its consideration of a CCN in relation to a SPC Sponsored Variation to know what savings to the SPC resulting from the variation or variations comprised in that SPC Sponsored Variation;

4.2.4 agreement to the SPC Sponsored Variation will not relieve the SPC from any of its obligations under this Agreement and in particular but without limitation its obligations to ensure that the Development meets the Trust's Requirements.

## 5 **Non-Compliance Report**

In the event that the Trust considers that any aspect of a Design Development submitted to it by the SPC in accordance with Paragraph 4 or which comes to its attention during any audit of the Contractor's design documentation is not within Design Development, then the Trust will notify the SPC accordingly. This may include the issue of a non-compliance report. The SPC will respond and clear any reports with the Trust or procure that the Contractor does so.

## 6 **Monthly Reviews**

The SPC, the Trust and the Contractor will meet monthly to review the status of project compliance as shown in the schedule kept for this purpose, with a view to resolving any outstanding compliance matters to prevent delay or future interpretation problems. The Trust will respond to the SPC within 10 working days on all matters submitted as Design Development, provided the Trust has received information adequate to enable it to make such response.

## 7 **Audit Trail**

As part of the procedure the SPC will set up a formal audit trail keeping records of all compliance requests together with the accompanying documentation (including the highlighted drawings), which will clearly demonstrate that the working drawings comply with Part 13 of the PFI Contract.



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8      **Test**

If there is any doubt in assessing compliance, the SPC and the Trust will test the proposed development against the joint criteria of equivalent of improved level of service and also the specified operational performance and durability of the Hospital. This may require further information to be supplied by the SPC.

9      **Disputes**

In the event of any dispute, doubt or difference arising under this Design Liaison Procedure which cannot be resolved by discussion between the parties, the provisions of Clause 69 of the PFI Contract shall apply.



## Part 18: Hospital Commissioning Procedures

### Technical Commissioning Requirements

Technical Commissioning is required to be considered at the design stage and included in the specification for construction materials and building services. To that end, the performance of the building, construction, mechanical and electrical services, plant and equipment will require to be specified, tested and commissioned in a fully professional manner within an agreed approach.

It is a requirement of the SPC to develop, discuss and agree with the Trust Works Representative (subject to the Disputes Resolution Procedure) method statements for the Technical Commissioning at the New Build Hospital.

### Electrical Systems

HTM 2007	Electrical Services: Supply and Distribution
HTM 2011	Emergency Electrical Services
HTM 2014	Abatement of Electrical Interference
HTM 2015	Bedhead Services
HTM 2020	Electrical Safety Code for LV Systems
HTM 2021	Electrical Safety Code for HV Systems
HTM 2024	Lifts
HTM 2035	Mains Signalling
HTM 2055	Telecommunications
HTM 82	Firecode + BS5839
HTM 2055	Telephone and Paging Systems

### Mechanical Systems

HTM 2005	Building Management Systems
HTM 2009	Pneumatic Air Tube Systems
HTM 2022	Medical Gas Pipeline Systems
HTM 2023	Access & Accommodation for Engineering Services
HTM 2025	Ventilation in Healthcare Premises
HTM 2027	Hot and Cold Water Supply, Storage & Mains Services
HTM 2030	Washer Disinfectors
HTM 2040	The Control of Legionella in Healthcare Premises
HTM 2045	Acoustics
HTM 2060	Supply & Treatment of Water
SHTM 2	Domestics Hot & Cold Water Systems
HBNs 21 & 28 & HTM 2022	Dental Systems, eg. chairs etc.
BS 5296 & HTM 2025	Laminar flow cabinets
ISO/IEC/801	IT cabling

### Other Documents

HTM 17	Health Building Engineering Installations, Commissioning and Associated Activities
SHTM 1	Post Commissioning Documentation
HGN	"Safe" Hot Water and Surface temperatures
CIBSE Lighting Guide	Hospitals and Healthcare Buildings
CIBSE Commissioning Code W	- Heating Installations
CIBSE Commissioning Code B	- Boilerplant
CIBSE Commissioning Code R	- Refrigerant Systems



TRS 89                      Technical Requirements for the Supply and Installation of Equipment for Diagnostic Imaging and Radiotherapy  
 BS 5274 Part 1            The Safety of Electrical Medical Equipment  
 BS 4737 and NACOSS Code of Practice for Security Systems - Security Systems inc CCTV

Nurse Call System Commissioning requires 100% functional test on each component part of the system by the specialist contractor, who will then issue a certificate of testing/compliance.

#### **THE ABOVE LIST IS NOT EXHAUSTIVE**

#### **Demonstration**

It will be incumbent on the SPC, the Contractor and its specialist contractors and commissioning engineers to demonstrate that the systems and/or plant and equipment is suitable for operation and meets the agreed specification. The Trust Works Representative will be entitled to attend and witness all testing and commissioning events. On completion of this process there will be a formal record made along with performance results. This will be signed by all parties concerned, after agreement and successful completion of the demonstration, therefore providing a permanent record of the results of testing and commissioning.

#### **Health and Safety**

The Trust Works Representative will be entitled to attend and witness all testing and commissioning events associated with the SPC exclusive building areas, mechanical and electrical services, plant and equipment. This will allow all aspects of Health and Safety of concern to the Trust Works Representative to be adequately monitored in line with the Trust's due diligence requirements.

#### **Pre-requisites for Hospital Commissioning Certificate**

- (i)            Certificates pursuant to Clause 17.2.7
- (ii)          Fire certificates
- (iii)        Completion certificates for all building warrants
- (iv)        Independent Certifier satisfaction that the New Build Hospital complies with Part 13 of the PFI Contract.

#### **Development of Detailed Testing and Commissioning and Handover Procedure**

The Testing and Commissioning Handover Procedure is attached.

As Stage D Design is finalised and Design Development proceeds and, as the scope of the Independent Certifier's duties is agreed, the procedure will be amended to include the role of the Independent Certifier and the requirements of the Trust as set out above.

As the procurement process is progressed, the procedure will be further reviewed and the light of selected plant, equipment and materials. Such amended procedures will be agreed between the Trust and the SPC.

#### **Integration of Existing Buildings**

The integration of the Existing Buildings with the New Build Hospital will require to be incorporated with the above requirements and those of the Description of Engineering Services and Method Statements (as contained in Part 13A).



**Part 19: Relevant Standards**

To be read in connection with the Schedules of Accommodation referred to in Part 13

<b>HEALTH BUILDING NOTES</b>		<b>DATE PUBLISHED</b>
HBN 1:	Buildings for the Health Service	1988
HBN 2:	The Whole Hospital	1992
HBN 4:	In-patient accommodation. Options for choice	1997
HBN 6:	Radiology Department	1992
HBN 6:	Supplement 1: Accommodation for Magnetic Resonance Imaging	1994
HBN 8:	Rehab Accommodation for Physio, OR and ST	1991
HBN 10:	Catering Department	1997
HBN 12:	OPD	1990
HBN 12:	Supplement 1: GU Medicine Clinics	1990
HBN 12:	Supplement 2: Oral Surgery, Orthodontics, Restorative Dentistry	1992
HBN 12:	Supplement 3: ENT and Audiology Clinics, Hearing Aid Centre	1994
HBN 12:	Supplement 4: Ophthalmology	1996
HBN 13:	Sterile Services Department	1992
HBN 13:	Supplement 1: Ethylene Oxide Sterilisation Section	1994
HBN 15:	Accommodation for Pathology Services	1991
HBN 18:	Office Accommodation in Health Buildings	1991
HBN 20:	Mortuary and PM Room	1991
HBN 21:	Maternity Department	1996
HBN 22:	A/E Department in an Acute General Hospital	1995
HBN 22:	Supplement 1: Trauma Care and Minor Injury	1996
HBN 23:	Hospital Accommodation for Children and Young People	1994
HBN 25:	Laundry	1994
HBN 26:	Operating Department	1991
HBN 27:	ITU	1992
HBN 29:	Accommodation for Pharmaceutical Services	1997
HBN 34:	Estates Maintenance and Works	1992
HBN 35:	Accommodation for People with Mental Illness Part 1: Acute Unit	1996
HBN 36:	Volume 1: Local Healthcare Facilities	1995
HBN 36:	Volume 1: Supp 1 Local Health etc - Accommodation for PAMS	1997
HBN 36:	Volume 2: Local Healthcare Facilities: Case Studies	1996
HBN 37:	Hospital Accommodation for Elderly People	1981
HBN 40:	Common Activity Spaces: Vol 1 Public Access	1995
HBN 40:	Common Activity Spaces: Vol 2 Treatment Access	1995
HBN 40:	Common Activity Spaces: Vol 3 Staff Access	1995
HBN 40:	Common Activity Spaces: Vol 4 Circulation Areas	1995
HBN 40:	Common Activity Spaces: Vol 5 Scottish Appendix	1996
HBN 41:	Accommodation for Staff Changing and Storage of Uniforms	1984





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<b>HEALTH BUILDING NOTES</b>		<b>DATE PUBLISHED</b>
HBN 42:	Accomm for Education and Training	1989
HBN 44:	Accomm for Ambulance Service	1994
HBN 45:	External works for Health Buildings	1992
HBN 46:	General Medical Practice Premises	1991
HBN 47:	Health Records Department	1991
HBN 48:	Telephone Services	1997
HBN 51:	Accommodation at the Main Entrance of a DGH	1991
HBN 51:	Supplement 1: Miscellaneous Spaces in DGH	1991
HBN 52:	Vol 1: Accommodation for Day Care/Day Surgery Unit	1993
HBN 52:	Vol 1 Supp 1 Accommodation for Day Surgery: Review of Schedules of Accommodation	1997
HBN 52:	Vol 2: Accommodation for Day Care/Endoscopy Unit	1994
HBN 52:	Vol 3: Accommm for Day Care Medical Invest & Treatment Unit	1994
HBN 53:	Satellite Dialysis Unit	1996

**Note: HBNs which were NOT consulted but issue is imminent:**

HBN 28:	Cardiology	
HBN 49:	Receipt, storage and distribution centre	



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<b>SCOTTISH HOSPITAL PLANNING NOTES</b>		<b>DATE PUBLISHED</b>
SHPN 01:	Health Service Building in Scotland	1991
SHPN 02:	Hospital Briefing and Operational Policies	1993
SHPN 04:	Acute Adult Wards	1993
SHPN 06:	Radiology	1995
SHPN 12:	Outpatients Department	1992
SHPN 12:	Supplement 1: GUM Clinic	1993
SHPN 12:	Supplement 2: Oral Surgery, Orthodontics, Restorative Dentistry	1996
SHPN 13:	Sterile Services Department	1994
SHPN 15:	Pathology	1994
SHPN 20:	Mortuary and PM Room	Undated/1993
SHPN 21:	Maternity Department	1996
SHPN 22:	Accident and Emergency Department	1995
SHPN 26:	Operating Department	Undated/1992
SHPN 34:	Estates Maintenance and Works	1992
SHPN 35:	Acute Mental Illness	1995
SHPN 40:	Common Activity Spaces/HBN 40 Volume 5	Undated/1996
SHPN 45:	External Works for Health Buildings	1992
SHPN 47:	Health Records	1995
SHPN 48:	Telecommunications	1993
SHPN 51:	Accommodation at the Main Entrance of a DGH	1992
SHPN 51:	Supplement: Miscellaneous Spaces in a DGH	1992

**SHPN ADDITIONAL SUPPLEMENTS: ACTIVITY DATA SHEETS**

SHPN 4:	Supplement 1: Wards: Activity Data Sheets	1992
SHPN 12:	Supplement A: OPD: Activity Data Sheets	1993
SHPN 20:	Supplement 1: Mortuary: Activity Data Sheets	1994
SHPN 26:	Supplement 1: Operating: Activity Data Sheets	1993
SHPN 34:	Supplement 1: Estates: Activity Data Sheets	1992
SHPN 51:	Supplement 1: Main Entrance: Activity Data Sheets	1993
SHPN 51:	Supplement 1A: Miscellaneous Spaces: Activity Data Sheets	1993



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<b>DESIGN GUIDES</b>	<b>DATE PUBLISHED</b>
The Design of Day Nurseries in a DGH	1991
The Design of Community Hospitals	1991
Accommodation for Adults with Acute Mental Illness	1993
The Design of Hospital Main Entrances	1993
Day Facilities for People with Severe Learning Disabilities	1993
Medium Secure Psychiatric Units	1993



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<b>HEALTH FACILITIES NOTES</b>		<b>DATE PUBLISHED</b>
HFN 01:	Design for Patient Focused Care	1993
HFN 02:	Building for the Day Care of Older People	1994
HFN 03:	Effective Heat and Power Strategies for Healthcare Premises	1994
HFN 04:	NHS Use of Commercial Premises	1994
HFN 05:	Design Against Crime: A Strategic Approach to Hospital Planning	1994
HFN 06:	Operational Commissioning Strategy - A Manager's Guide	1995
HFN 07:	Day Surgery - Case Surgery	1995
HFN 08:	Minimal Access Therapy	1996
HFN 09:	Fire Safety Cost or Benefit	1995
HFN 10:	Rapid Construction	1996
HFN 11:	Environmental Management in Healthcare	1995
HFN 12:	Acute Care at Home: Fact or Fiction	1996
HFN 13:	Ambulatory Care and Diagnostic Centres The Experience of Central Middlesex Hospital	1996
HFN 14:	Disability Access	1996
HFN 16:	Re-engineering the Facilities Management System	1996
HFN 17:	A Business Approach to Facilities Management	1996
HFN 18:	Day Surgery - Case Studies	1996
HFN 19:	A Design Guide of Residential Care and Nursing Homes	1997
HFN 20:	Disability Access Audits to GP Premises	1997
HFN 21:	Car parking	1997



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<b>HEALTH TECHNICAL MEMORANDA</b>		<b>DATE PUBLISHED</b>
HTM 01:	Anti-static Precautions: Rubber, Plastic and Fabrics	1997
HTM 02:	Anti-static Precautions: Flooring in Anaesthetic Areas and Data Processing Rooms	1997
HTM 2005:	Building Management Systems: Management Policy	1996
HTM 2005:	Building Management Systems: Design Considerations	1996
HTM 2005:	Building Management Systems: Validation and Verification	1996
HTM 2005:	Building Management Systems: Operational Management	1996
HTM 2007:	Electrical Services: Supply and Distribution Management Policy	1993
HTM 2007:	Electrical Services: Supply and Distribution: Design Consideration	1993
HTM 2007:	Electrical Services: Supply and Distribution: Validation and Verification	1993
HTM 2007:	Electrical Services: Supply and Distribution: Operational Management	1993
HTM 2009:	Pneumatic Air Tube Transpose System: Management Policy	1995
HTM 2009:	Pneumatic Air Tube Transport System: Design Considerations and Good Practice Guide	1994
HTM 2010:	Sterilisers: Management Policy	1994
HTM 2010:	Sterilisers: Design Considerations	1995
HTM 2010:	Sterilisers: Validation and Verification	1994
HTM 2010:	Sterilisers: Operational Management	1996
HTM 2010:	Sterilisers: Good Practice Guide	1995
HTM 2011:	Emergency Electrical Services: Management Policy	1993
HTM 2011:	Emergency Electrical Services: Design Considerations	1993
HTM 2011:	Emergency Electrical Services: Validation and Verification	1993
HTM 2011:	Emergency Electrical Services: Operational Management	1993
HTM 2014:	Abatement of Electrical Interference: Management Policy	1993
HTM 2014:	Abatement of Electrical Interference: Design Considerations	1993
HTM 2014:	Abatement of Electrical Interference: Validations and Verifications	1993
HTM 2014:	Abatement of Electrical Interference: Operational Management	1993
HTM 2015:	Bedhead Services: Management Policy	1994
HTM 2015:	Bedhead Services: Design Considerations	1995
HTM 2015:	Bedhead Services: Validation and Verification and Operational Management	1995
HTM 17:	Health Building Engineering Installations: Commissioning and Associated Activities	1978
HTM 2020:	Electrical Safety Code for Low Voltage Systems: Management Policy	1993



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HTM 2020:	Electrical Safety Code for Low Voltage Systems: Operational Management - 2nd Edition	1993
HTM 2020:	Supplementary Publication: Electrical Safety Rules for Low Voltage	1994
HTM 2020:	Supplementary Publication: Electrical Safety Rules for Low Voltage	1994
HTM 2020:	Supplementary Publication: Log Book for Low Voltage Systems	1994
HTM 2020:	Supplementary Publication: Limitation of Access for Low Voltage Systems	1994
HTM 2020:	Supplementary Publication: Live Working Permit for Low Voltage Systems	1994
HTM 2020:	Supplementary Publication: Safe to Work Permit for Low Voltage Systems made dead	1994
HTM 2020:	Supplementary Publication: Safety Programmes for Low Voltage Systems	1994
HTM 2021:	Electrical Safety Code for High Voltage Systems: Management Policy	1993
HTM 2021:	Electrical Safety Code for High Voltage Systems: Operational Management	1994
HTM 2021:	Supplementary Publication: Electrical Safety Rules for High Voltage	1994
HTM 2021:	Supplementary Publication: Limitation of Access for High Voltage Systems	1994
HTM 2021:	Supplementary Publication: Sanction for Test for High Voltage Systems	1994
HTM 2021:	Supplementary Publication: Permit to Work for High Voltage Systems	1994
HTM 2021:	Supplementary Publication: Safety Programmes for High Voltage Systems	1994
HTM 2022:	Medical Gas Pipeline Systems: Management Policy	1994
HTM 2022:	Medical Gas Pipeline Systems: Design, Installation, Validation and Verification	1997 (NEW)
HTM 2022:	Medical Gas Pipeline Systems: Operational Management	1997 (NEW)
HTM 2022:	Medical Gas Pipeline Systems: Good Practice Guide	1996
HTM 2022:	Medical Gas Pipeline Systems: Supplement 1 - Dental	1996
HTM 2022:	Medical Gas Pipeline Systems: Supplement 2 - Ambulance	1996
HTM 2022:	Medical Gas Pipeline Systems: Supplement 3 - Bulk Liquid Supply Systems	1996
HTM 2023:	Access and Accommodation for Engineering Services: Management Policy	1995
HTM 2023:	Access and Accommodation for Engineering Services: Good Practice Guide	1995
HTM 2024:	Lifts - Management Policy	1995



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HTM 2024:	Lifts - Design Guide	1995
HTM 2024:	Lifts - Validation and Verification	1995
HTM 2024:	Lifts - Operational Management	1995
HTM 2025:	Ventilation in Healthcare Premises - Management Policy	1994
HTM 2025:	Ventilation in Healthcare Premises - Design Considerations	1994
HTM 2025:	Ventilation in Healthcare Premises - Validation and Verification	1994
HTM 2025:	Ventilation in Healthcare Premises - Operational Management	1994
HTM 2027:	Hot and Cold Water Supply, Storage and Mains Services - Management Policy	1995
HTM 2027:	Hot and Cold Water Supply, Storage and Mains Services - Design Considerations	1995
HTM 2027:	Hot and Cold Water Supply, Storage and Mains Services - Validation and Verification	1995
HTM 2027:	Hot and Cold Water Supply, Storage and Mains Services - Operational Management	1995
HTM 2030:	Washer/Disinfectors - Management Policy	1995
HTM 2030:	Washer/Disinfectors - Design Considerations	1997
HTM 2030:	Washer/Disinfectors - Operational Management	1997
HTM 2030:	Washer/Disinfectors - Validation and Verification	1997
HTM 2031:	Steam Supply for Sterilisation - Management Policy	1996
HTM 2031:	Steam Supply for Sterilisation - Design Considerations	1996
HTM 2031:	Steam Supply for Sterilisation - Operational Management	1996
HTM 2031:	Steam Supply for Sterilisation - Validation and Verification	1996
HTM 2035:	Mains Signalling - Management Policy	1996
HTM 2035:	Mains Signalling - Design Considerations	1996
HTM 2035:	Mains Signalling - Operational Management/Validation and Verification	1996
HTM 2040:	The Control of 'Legionella' in Healthcare Premises, A Code of Practice - Management Policy	1994
HTM 2040:	The Control of 'Legionella' in Healthcare Premises, A Code of Practice - Design Considerations	1994
HTM 2040:	The Control of 'Legionella' in Healthcare Premises, A Code of Practice - Operational Management	1994
HTM 2040:	The Control of 'Legionella' in Healthcare Premises, A Code of Practice - Validation and Verification	1994
HTM 2040:	The Control of 'Legionella' in Healthcare Premises, A Code of Practice - Good Practice Guide	1994
HTM 2045:	Acoustics - Management Policy	1996
HTM 2045:	Acoustics - Design Considerations	1996
HTM 2045:	Acoustics - Operational Management/Validation and Verification	1996
HTM 2045:	Acoustics - Audiology	1996



**LIST OF NHS TECHNICAL GUIDANCE****NHS ESTATES - CD ROM Issue 97-01 and ADDITIONAL SCOTTISH GUIDANCE**

HTM 2050:	Risk Assessment in the NHS Estate - Management Policy	1994
HTM 2050:	Risk Assessment in the NHS Estate - Design Considerations	1994
HTM 2050:	Risk Assessment in the NHS Estate - Validation and Verification	1994
HTM 2050:	Risk Assessment in the NHS Estate - Operational Management	1994
HTM 2055:	Telecommunications (telephone exchanges) - Management Policy	1994
HTM 2055:	Telecommunications (telephone exchanges) - Design Considerations	1994
HTM 2055:	Telecommunications (telephone exchanges) - Validation and Verification	1994
HTM 2055:	Telecommunications (telephone exchanges) - Operational Management	1994
HTM 2060:	Supply and Treatment of Water	1997
HTM 2070:	Estates Emergency and Contingency Planning	1997
HTM 0000:	Engineering Symbols and Drawing Conventions - A Catalogue for Healthcare Premises	1992

<b>SCOTTISH HEALTH TECHNICAL MEMORANDA</b>		<b>DATE PUBLISHED</b>
SHTM 1:	Post commissioning documentation	1993
SHTM 2:	Domestic Hot and Cold Water Systems	1994





**LIST OF NHS TECHNICAL GUIDANCE****NHS ESTATES - CD ROM Issue 97-01 and ADDITIONAL SCOTTISH GUIDANCE**

<b>COMPONENT DATABASE</b>		<b>DATE PUBLISHED</b>
HTM 54.1:	User Manual	1993
HTM 55:	Windows	1989
HTM 56:	Partitions	1989
HTM 57:	Internal Glazing	1995
HTM 58:	Internal Door Sets	1989
HTM 59:	Ironmongery	1989
HTM 60:	Ceilings	1989
HTM 61:	Flooring	1995
HTM 62:	Demountable Storage Systems	1989
HTM 63:	Fitted Storage Systems	1989
HTM 64:	Sanitary Assemblies	1995
HTM 65:	Health Signs	in revision
HTM 66:	Cubicle Curtain Track	1989
HTM 67:	Laboratory Fitting-out System	1993
HTM 68:	Ducts and Panel Assemblies	1993
HTM 69:	Protection	1993
HTM 70:	Fixings	1993
HTM 71:	Materials Management Modular Systems	in revision



**LIST OF NHS TECHNICAL GUIDANCE****NHS ESTATES - CD ROM Issue 97-01 and ADDITIONAL SCOTTISH GUIDANCE**

<b>FIRECODE</b>	<b>DATE PUBLISHED</b>
Firecode in Scotland: Policy and Principles	1994 AND draft 1997
Firecode: Nucleus Fire Precautions: Recommendations	Undated
HTM 81: Firecode: Fire Precautions in New Hospitals	1996
HTM 81: Firecode: Fire Precautions in New Hospitals - Supplement 1	1993
HTM 82: Firecode: Alarm and Detection Systems	1989
HTM 83: Fire Safety in Healthcare Premises: General Fire Precautions	1994
HTM 85: Firecode: Fire Precautions in Existing Hospitals	1994
HTM 86: Firecode: Fire Risk Assessment in Existing Hospitals	1994
HTM 97: Firecode: Textiles and Furniture	1993
HTM 88: Fire Safety in Healthcare Premises: Guide to Fire Precautions in NHS Housing in the Community for Mentally Handicapped/Ill People	1986
<b>FIRE PRACTICE NOTES</b>	
FPN 01: Laundries	1987
FPN 03: Escape Bed Lifts	1987
FPN 04: Hospital Main Kitchens	1994
FPN 05: Commercial Enterprises on Hospital Premises	1992
FPN 06: Arson Prevention and Control in NHS Healthcare Premises	1994
FPN 07: Fire Precautions in Patient Hotels	1995
FPN 08: Atria on Hospital Premises	1995
FPN 09: NHS Healthcare Fire Statistics 1994/95	1996
FPN 10: Laboratories	1996
<b>HEALTH GUIDANCE NOTES</b>	
'Safe' Hot Water and Surface Temperatures	1992
The Pressure Systems and Transportable Gas Containers Regulations 1989	1993
Clinical Waste Incinerations - Joint Venture Arrangements	1994
Safe Disposal of Clinical Waste - Whole Hospital Guidance	1995
High Voltage (Safety) Training	1996
Structured Cabling for IT Systems	1996
Static Discharges	1996
Magnetic Resonance Imaging	1996
<b>CIBSE</b>	
CIBSE: Lighting Guide: Hospitals and Healthcare Buildings	1989



**Part 20: Transfer Equipment**

THIS LIST SHOULD BE REGARDED AS AN INDICATIVE LIST ONLY.

DEPARTMENT	ITEM	GROUP
CARDIAC CATHETERISATION	DIGITAL CARDIAC IMAGING SYSTEM	2
CARDIOLOGY	ANAESTHETIC MACHINE	2
CARDIOLOGY	CARDIOVIEW ECG RECEIVING SYSTEM	2
CARDIOLOGY	ECG ANALYSER	2
CARDIOLOGY	UNIVERSAL HEART STIMULATOR	2
HAIRMYRES A & E	DEFIBRILLATOR DOCKING STATION	2
HAIRMYRES A & E	THEATRE LIGHTS	2
HAIRMYRES BIOCHEMISTRY	AUTOMATIC ANALYSER	2
HAIRMYRES BIOCHEMISTRY	AUTOMATIC ANALYSER	2
HAIRMYRES BIOCHEMISTRY	BLOOD GAS ANALYSER	2
HAIRMYRES BIOCHEMISTRY	HORMONE ASSAY ANALYSER	2
HAIRMYRES BIOCHEMISTRY	HORMONE ASSAY ANALYSER	2
HAIRMYRES BIOCHEMISTRY	REFRIGERATED CENTRIFUGE	2
HAIRMYRES BIOCHEMISTRY	STAT AND GLUCOSE ANALYSER	2
HAIRMYRES BIOCHEMISTRY	TABLE TOP CENTRIFUGE	2
HAIRMYRES CATERING	COMBINATION OVEN	2
HAIRMYRES CATERING	COMBINATION OVEN	2
HAIRMYRES CATERING	INDUSTRIAL DISHWASHER	2
HAIRMYRES COMPUTER RM	THEATRE SYSTEM	2
HAIRMYRES COMPUTER RM	THEATRE SYSTEM	2
HAIRMYRES COMPUTER RM	UNINTERRUPTABLE POWER SUPPLY	2
HAIRMYRES DAY SURGERY	ANAESTHETIC SYSTEM	2
HAIRMYRES DAY SURGERY	DIATHERMY POWER SUPPLY	2
HAIRMYRES DAY SURGERY	INFECTION CONTROL UNIT	2
HAIRMYRES DAY SURGERY	THEATRE TABLE	2
HAIRMYRES HAEMATOLOGY	HAEMATOLOGY ANALYSER	2
HAIRMYRES HAEMATOLOGY	HAEMATOLOGY ANALYSER	2
HAIRMYRES HAEMATOLOGY	KCIOSYSTEM	2
HAIRMYRES HAEMATOLOGY	KCIOSYSTEM	2
HAIRMYRES HAEMATOLOGY	LOW TEMPERATURE FREEZER	2
HAIRMYRES ICU	BLOOD GAS ANALYSER	2
HAIRMYRES ICU	HAEMOFILTRATION SYSTEM	2
HAIRMYRES MICROBIOLOGY	BACT BLOOD CULTURE SYSTEM	2
HAIRMYRES MICROBIOLOGY	BACTERIOLOGICAL ANALYSER	2
HAIRMYRES MICROBIOLOGY	STEAM GENERATOR	2
HAIRMYRES MICROBIOLOGY	STERILISER	2
HAIRMYRES OPD	HUMPHREY FIELD ANALYSER	2
HAIRMYRES ORTHODONTIC SUITE	DEROTOR DOWNFLOW CABINET	2
HAIRMYRES ORTHODONTIC SUITE	SURGERY CABINETRY	2
HAIRMYRES PATHOLOGY	EMBEDDING CENTRE	2



DEPARTMENT	ITEM	GROUP
HAIRMYRES PATHOLOGY	TISSUE PROCESSOR	2
HAIRMYRES PATHOLOGY	VENTILATED SAFETY BENCH & EXTRACT	2
HAIRMYRES PHARMACY	NEGATIVE PRESSURE ISOLATOR UNITS	2
HAIRMYRES RESPIRATORY	WHOLE BODY PLETHYSMOGRAPH	2
HAIRMYRES THEATRE 5	ANAESTHETIC SYSTEM	2
HAIRMYRES THEATRE 5	ARTHROSCOPY CAMERA SYSTEM	2
HAIRMYRES THEATRE 5	INFECTION CONTROL UNITS	2
HAIRMYRES THEATRE 6	ENDOSCOPIC CAMERA	2
HAIRMYRES TWIN THEATRE	ANAESTHETIC SYSTEM	2
HAIRMYRES TWIN THEATRE	ANAESTHETIC SYSTEM	2
HAIRMYRES TWIN THEATRE	ANAESTHETIC SYSTEM	2
HAIRMYRES TWIN THEATRE	DEFIBRILLATOR DOCKING STATION	2
HAIRMYRES TWIN THEATRE	SPECIALIST ELECTRO SURGICAL UNIT	2
HAIRMYRES TWIN THEATRE	SPECIALIST ELECTROSURGICAL UNIT	2
HAIRMYRES TWIN THEATRE	SPECIALIST ELECTROSURGICAL UNIT	2
HAIRMYRES TWIN THEATRE	VIDEO ASSISTED CYSTOSCOPY SYSTEM	2
HAIRMYRES TWIN THEATRE	VIDEO ASSISTED LAPAROSCOPIC SYSTEM	2
HAIRMYRES WARD 19	ULTRASOUND SCANNER	2
HAIRMYRES WARD 20	DANTEC DUET URODYNAMIC SYSTEM	2
HAIRMYRES WARD 24	BLADDERSCAN	2
HAIRMYRES WARD 25	NEGATIVE PRESSURE ISOLATOR UNIT	2
HAIRMYRES WARD 4	AMBULATORY PH & MOTILITY SYSTEM	2
HAIRMYRES WARD 6A	TELEMETRY UNIT	2
HAIRMYRES WARD 6A	TELEMETRY UNIT	2
RADIOLOGY	CT INJECTOR	2
RADIOLOGY	CT SCANNER	2
RADIOLOGY	IMAGE INTENSIFIER (twin theatre)	2
RADIOLOGY	OPT / CEPH X-RAY UNIT	2
RADIOLOGY	SECTOR/DUAL LINEAR MODULE (part of ultramark 4)	2
RADIOLOGY	ULTRAMARK 4 (room 4)	2
RADIOLOGY	X-RAY EQUIPMENT (room 2)	2
RADIOLOGY	X-RAY EQUIPMENT (room 3)	2
STONEHOUSE BIO. LAB	CENTRIFUGE	2
STONEHOUSE CATERING	COMBINATION OVEN	2
STONEHOUSE HAEM. LAB	TECHNICON H1 HAEMATOLOGY ANALYSER	2
STONEHOUSE OPHTHALMIC THEATRES	COMBINED ULTRASOUND KERATOMETER	2
STONEHOUSE OPHTHALMIC THEATRES	SPECIALIST ELECTROSURGICAL UNIT	2
STONEHOUSE PHARMACY	ENVAIR CONTAINMENT	2
STONEHOUSE TWIN THEATRES	ANAESTHESIA SYSTEM	2
STONEHOUSE TWIN THEATRES	ANAESTHESIA SYSTEM	2
STONEHOUSE TWIN THEATRES	ANAESTHESIA SYSTEM	2
STONEHOUSE TWIN THEATRES	AUTODISINFECTOR	2



DEPARTMENT	ITEM	GROUP
STONEHOUSE TWIN THEATRES	MICRO CRAFT POWER CONSULE	2
STONEHOUSE TWIN THEATRES	MR4 SECTION OPERATION TABLE	2
STONEHOUSE TWIN THEATRES	SOLOFLOW INSUFFLATOR	2
STONEHOUSE TWIN THEATRES	THEATRE TABLE	2
CARDIAC CATHETERISATION	DEFIBRILLATOR	3
CARDIAC CATHETERISATION	TRANSPORTABLE IABP	3
CARDIOLOGY	CARDIOLOGY MEMO SYSTEM	3
CARDIOLOGY	DEFIBRILLATOR	3
CARDIOLOGY	DEFIBRILLATOR	3
CARDIOLOGY	ECG EQUIPMENT	3
CARDIOLOGY	ECG MACHINE	3
CARDIOLOGY	ECG MACHINE	3
CARDIOLOGY	ECG MACHINE	3
CARDIOLOGY	ECG RECORDER	3
CARDIOLOGY	ECG RECORDER	3
CARDIOLOGY	ECG RECORDER	3
CARDIOLOGY	ECG RECORDER	3
CARDIOLOGY	ECG RECORDER	3
CARDIOLOGY	ECG RECORDER	3
CARDIOLOGY	ECG RECORDER	3
CARDIOLOGY	ECG RECORDER	3
CARDIOLOGY	ECG RECORDER	3
CARDIOLOGY	ECG RECORDER	3
CARDIOLOGY	ECG RECORDER	3
CARDIOLOGY	EXERCISE TOLERANCE TESTING EQUIPMENT	3
CARDIOLOGY	NIBP COMPUTER	3
CARDIOLOGY	NIBP COMPUTER	3
CARDIOLOGY	TREADMILL	3
CCU	CARDIO AID DEFIBRILLATOR	3
HAIRMYRES A & E	DEFIBRILLATOR	3
HAIRMYRES A & E	DEFIBRILLATOR	3
HAIRMYRES A & E	P.C. SCOUT MONITOR	3
HAIRMYRES A & E	PROPAQ VITAL SIGNS MONITOR	3
HAIRMYRES A & E	RESUSCITATION TRAINING SYSTEM	3
HAIRMYRES A & E	VENTILATOR	3
HAIRMYRES A & E	VITAL SIGNS MONITOR	3
HAIRMYRES A & E	VITAL SIGNS MONITOR	3
HAIRMYRES A & E	VITAL SIGNS MONITOR	3
HAIRMYRES COMPUTER RM	BULL PAS SYSTEM	3
HAIRMYRES COMPUTER RM	CARDIOLOGY SYSTEM SOFTWARE	3
HAIRMYRES COMPUTER RM	COMPASS	3
HAIRMYRES COMPUTER RM	CORE DBASE	3
HAIRMYRES COMPUTER RM	CRIS PROCUREMENT	3
HAIRMYRES COMPUTER RM	FINANCE SYSTEM	3



DEPARTMENT	ITEM	GROUP
HAIRMYRES COMPUTER RM	G.P. LINKS SYSTEM	3
HAIRMYRES COMPUTER RM	ICISIS SYSTEM	3
HAIRMYRES COMPUTER RM	LAB SYSTEM	3
HAIRMYRES COMPUTER RM	LAB SYSTEM	3
HAIRMYRES COMPUTER RM	LAB SYSTEM	3
HAIRMYRES COMPUTER RM	OUTPATIENTS SYSTEM	3
HAIRMYRES COMPUTER RM	PAS INTERFACE	3
HAIRMYRES COMPUTER RM	SOFTWARE AND IT EQUIPMENT	3
HAIRMYRES DAY SURGERY	COLONOSCOPE	3
HAIRMYRES DAY SURGERY	FLEXIBLE CYSTOSCOPE	3
HAIRMYRES DAY SURGERY	GASTROFIBREScope	3
HAIRMYRES DAY SURGERY	GASTROSCOPE	3
HAIRMYRES DAY SURGERY	VENTILATOR	3
HAIRMYRES DAY SURGERY	VITAL SIGNS MONITOR	3
HAIRMYRES DAY SURGERY	VITAL SIGNS MONITOR	3
HAIRMYRES DAY SURGERY	VITAL SIGNS MONITOR	3
HAIRMYRES DAY SURGERY	VITAL SIGNS MONITOR	3
HAIRMYRES DAY SURGERY	VITAL SIGNS MONITOR	3
HAIRMYRES FINANCIAL SERVICES	TAM ACCESSORIES	3
HAIRMYRES HAEMATOLOGY	HAEMATOLOGY ANALYSER INTERFACE	3
HAIRMYRES HAEMATOLOGY	MICROSCOPE	3
HAIRMYRES HDU	OESOPHAGEAL MONITOR	3
HAIRMYRES ICU	DEFIBRILLATOR	3
HAIRMYRES ICU	PROPAQ MONITOR	3
HAIRMYRES ICU	VENTILATOR	3
HAIRMYRES ICU	VENTILATOR	3
HAIRMYRES ICU	VENTILATOR	3
HAIRMYRES MEDICAL PHYSICS	TIMETER	3
HAIRMYRES OPD	BRONCHOSCOPE	3
HAIRMYRES OPD	COLPOSCOPE	3
HAIRMYRES OPD	DIAGNOSTIC MICROSCOPE	3
HAIRMYRES OPD	FLEXIBLE LARYNGOSCOPE	3
HAIRMYRES ORTHODONTIC SUITE	LABORATORY FURNITURE	3
HAIRMYRES PATHOLOGY	MICROSCOPE WITH CCTV FACILITY	3
HAIRMYRES RESPIRATORY	METABOLIC MEASUREMENT CART	3
HAIRMYRES RESPIRATORY	MULTIGYM PLUS ACCESSORIES	3
HAIRMYRES RESPIRATORY	MUSCLE TESTING SYSTEM	3
HAIRMYRES RESPIRATORY	MUSCLE TESTING SYSTEM	3
HAIRMYRES RESPIRATORY	MUSCLE TESTING SYSTEM	3
HAIRMYRES RESPIRATORY	MUSCLE TESTING SYSTEM	3
HAIRMYRES RESPIRATORY	PULMINARY FUNCTION MONITOR	3
HAIRMYRES RESPIRATORY	PULMONARY FUNCTION MONITOR	3



DEPARTMENT	ITEM	GROUP
HAIRMYRES RESPIRATORY	TREADMILL	3
HAIRMYRES THEATRE 4	EVIS 200 GASTROSCOPE	3
HAIRMYRES THEATRE 4	FLEXIBLE CYSTOSCOPE	3
HAIRMYRES THEATRE 4	FLEXIBLE CYSTOSCOPE	3
HAIRMYRES THEATRE 4	FLEXIBLE CYSTOSCOPE	3
HAIRMYRES THEATRE 4	GASTROSCOPE	3
HAIRMYRES THEATRE 4	HYSTEROSCOPE & VIDEO SYSTEM	3
HAIRMYRES THEATRE 4	LIGHT SOURCE	3
HAIRMYRES THEATRE 4	SIGMOIDSCOPE	3
HAIRMYRES THEATRE 4	VIDEO SYSTEM	3
HAIRMYRES THEATRE 4	VIDEOSCOPE	3
HAIRMYRES THEATRE 5	MAXI DRIVER HANDPIECE	3
HAIRMYRES THEATRE 5	PENNIG WRIST FIXATOR	3
HAIRMYRES THEATRE 6	BRONCHOSCOPE	3
HAIRMYRES THEATRE 6	GASTROFIBERSCOPE	3
HAIRMYRES THEATRE 6	GASTROSCOPE	3
HAIRMYRES THEATRE 6	GASTROSCOPE	3
HAIRMYRES THEATRE 6	GASTROSCOPE	3
HAIRMYRES THEATRE 6	INTUBATING FIBREScope	3
HAIRMYRES THEATRE 6	VIDEO BRONCHOSCOPE	3
HAIRMYRES TRANSPORT	AMBULANCE	3
HAIRMYRES TRANSPORT	AMBULANCE	3
HAIRMYRES TRANSPORT	AMBULANCE	3
HAIRMYRES TWIN THEATRE	DEFIBRILLATOR	3
HAIRMYRES TWIN THEATRE	ENDOSCOPE	3
HAIRMYRES TWIN THEATRE	LAPAROSCOPIC VIDEO SYSTEM	3
HAIRMYRES TWIN THEATRE	SIGMOIDFIBERSCOPE	3
HAIRMYRES TWIN THEATRE	ST 80 TROLLEY WITH FIBRELIGHT	3
HAIRMYRES TWIN THEATRE	SWISS LITHOCLAST	3
HAIRMYRES WARD 10	LIMB EXERCISER	3
HAIRMYRES WARD 10	VITAL SIGNS MONITOR	3
HAIRMYRES WARD 6A	CARDIO AID DEFIBRILLATOR	3
RADIOLOGY	LASER PRINTER	3
RADIOLOGY	MOBILE XRAY (at Stonehouse)	3
RADIOLOGY	MOBILE X-RAY UNIT - (coronary care)	3
RADIOLOGY	MOBILE X-RAY UNIT (hdu)	3
RADIOLOGY	PERFORMANCE PACKAGE (part of ultrasound)	3
RADIOLOGY	PORTABLE VASCULAR LAB SYSTEM (ultrasound)	3
STONEHOUSE OPHTHALMIC THEATRES	PHACOEMULSIFIER	3
STONEHOUSE TWIN THEATRES	COLONOSCOPE	3
STONEHOUSE TWIN THEATRES	GASTROSCOPE	3
STONEHOUSE TWIN THEATRES	MICROSCOPE	3
STONEHOUSE TWIN THEATRES	VIDEO CAMERA	3



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DEPARTMENT	ITEM	GROUP
STONEHOUSE TWIN THEATRES	VIDEO SYSTEM	3
STONEHOUSE WARD 11	CARDIO AID DEFIBRILLATOR	3
STONEHOUSE WARD 8	ENDOSCOPE	3





**Part 21: Surplus Land Guarantee**

**SURPLUS LAND GUARANTEE**

**from**

**KIER GROUP PLC**

**to**

**THE HAIRMYRES AND STONEHOUSE HOSPITALS  
NATIONAL HEALTH SERVICE TRUST**



**Surplus Land Guarantee**

To: The Hairmyres and Stonehouse Hospitals National Health Service Trust ("the Trust")

From: Kier Group plc (02708030)

Dear Sirs

**Guarantee of H DGH Limited (2127062) ("SPC")****1 Background**

The SPC has entered into an agreement ("the PFI Contract") and certain related contracts (together the "PFI Documents") with you dated March 1998 for the design, construction, financing, operation and maintenance of Hairmyres District General Hospital ("the Project"). Terms defined in the PFI Contract mean the same in this Guarantee.

**2 Surplus Land at Hairmyres**

In terms of the PFI Contract the Trust is to sell and the SPC is to purchase the Surplus Site. The Disposition in respect of the Surplus Site in favour of SPC or its nominees shall be delivered in exchange for inter alia the Surplus Land Note and this Guarantee in the PFI Contract called the Surplus Land Guarantee. In addition, the SPC is obliged to pay to the Trust further sums in terms of Clause 30.2 of the PFI Contract for additional development value received (if any) and for additional NDA (or part thereof) (if any) in accordance with Clause 30.3 of the PFI Contract (together in this Guarantee called the "Clause 30 Sums").

**3 Guarantee**

In consideration of your accepting this Guarantee in discharge of the SPC's obligations under Clause 29.11 of the PFI Contract to deliver the Surplus Land Guarantee to the Trust, we hereby irrevocably and unconditionally guarantee to you payment of the Surplus Land Note and of any Clause 30 Sums in full including principal and interest as and when they fall due for payment.

**4 Waiver of Defences**

Our liability under this Guarantee shall not be affected by any act, omission, matter or thing, including (without limitation) the insolvency, liquidation or dissolution of the SPC which, but for this provision, might operate to release or otherwise exonerate us from our obligations under this Guarantee in whole or in part, including, without limitation and whether or not known to us or you:

- 4.1 any variation or amendment of the PFI Documents
- 4.2 any time, waiver or other indulgence granted to the SPC or any other person
- 4.3 the taking, variation, compromise, renewal or release of or refusal or neglect to perfect or enforce any rights, remedies or securities against the SPC or any other person
- 4.4 any legal limitation, want of authority, want of due execution or delivery, disability or incapacity relating to the SPC or any other person
- 4.5 any unenforceability, invalidity or frustration of the Surplus Land Note.



## 5 Continuing Guarantee etc

This Guarantee:

- 5.1 is a continuing guarantee and, subject to Paragraph 7, shall remain in force until the Surplus Land Note has been discharged in full and SPC has been released from or has no further obligations to pay Clause 30 Sums
- 5.2 may be enforced by you without first having recourse to any of your rights against the SPC or any other person
- 5.3 shall not require you to advise us of your dealings, arrangements or communications with the SPC or any other person of any default by the SPC or any other person of which you may have knowledge.

## 6 Demands

You may make any numbers of demands under this Guarantee as long as there are obligations of the SPC to you outstanding under the Surplus Land Note or to pay Clause 30 Sums.

## 7 Expiry

Our liability under this Guarantee shall expire on the date on which SPC makes a payment to Kier Build Limited in terms of the Building Contract as defined in the PFI Contract which takes the aggregate amount of payments made by SPC to Kier Build Limited in terms of the Building Contract for the Works (as defined in the Building Contract) in excess of £25,000,000 (Twenty five million pounds sterling) ("the Date of Expiry") except in respect of demands made under this Guarantee prior to the Date of Expiry, provided always that we shall be entitled to surety to all defences, rights, limitations and counter-claims that would have been available to the SPC respectively pursuant to the terms of the PFI Contract.

## 8 Payment

Sterling is the currency of account and payment under this Guarantee and all payments shall be made without set-off, counterclaim or other deductions.

## 9 Benefit

The benefit of this Guarantee may only be assigned by you to any person to whom you assign the Surplus Land Note in accordance with its terms.

## 10 Law and Jurisdiction

This Guarantee and all matters relating to it shall be governed by Scots law. We hereby submit to the jurisdiction of the Court of Session, Scotland, without prejudice to your right to bring proceedings in any other court of competent jurisdiction, and we irrevocably waive any plea of forum non conveniens.



11 We consent to registration of this Guarantee in the Books of Council and Session for preservation and execution.

SIGNED for and on our behalf

at

on

by

SIGNED for and on our behalf

at

on

by



**Surplus Land Note for the purposes of Clause 29**

This Note is granted by H DGH Limited (Company Number 2127062) ("SPC") in favour of The Hairmyres and Stonehouse Hospitals National Health Service Trust and its successors and assigns permitted in accordance with the provisions of the PFI Contract (as defined below) ("the Trust") and evidences the obligation of SPC to pay to the Trust the sum of £4,250,000 (Four million two hundred and fifty thousand pounds sterling) ("the Principal Amount") in terms of this Note.

All terms and expressions defined in the Agreement dated March 1998 for the design, construction, financing, operation and maintenance of Hairmyres District General Hospital between SPC and the Trust ("the PFI Contract") shall have the same meaning in this Note.

SPC confirms, acknowledges and undertakes to the Trust as follows:

- 1 SPC undertakes irrevocably to pay the Principal Amount (which relates to the purchase of the Surplus Site in terms of Clause 29 of the PFI Contract) without any further notice or demand to the Trust on the date of service, if any, of a Termination Notice on SPC by the Trust in terms of the PFI Contract prior to the occurrence of the Hospital Operations Date together with interest at 1% above the Interest Rate from the Date of Entry until paid in full.
- 2 After the Date of Expiry as defined below, SPC shall have no liability whatsoever in terms of this Note.
- 3 Date of Expiry means the date on which SPC makes a payment to Kier Build Limited in terms of the Building Contract as defined in the PFI Contract which takes the aggregate amount of payments made by SPC to Kier Build Limited in terms of the Building Contract for Works (as defined in the Building Contract) in excess of £25,000,000 (Twenty five million pounds sterling).
- 3 This Note shall be governed by and construed in accordance with the laws of Scotland.
- 4 SPC consents to the registration of this Note in the Books of Council and Session for preservation and execution.

SIGNED for and on our behalf

at

on

by

SIGNED for and on our behalf

at

on

by



**Part 22: The FM Service****Concept**

The overall concept will be to provide an integrated team approach for the provision of services to patients, visitors and staff, with the principal objective being to provide the patient with a focused, efficient service of a level and standard that reflects the approach and expectations of a modern and forward thinking Trust, while taking best advantage of the construction and the design principles built into the new building and facilities of Hairmyres Hospital.

Initially the structure will be along traditional lines with managers of services having responsibility for individual services, however, over the initial contract period, we would move this to a more 'Generic' type structure with areas of responsibility being delegated on a geographical basis rather than a service basis.

The following services will be provided:

- Housekeeping
- Ward Hostess
- Laundry and linen services
- Portering services
- Security services
- Switchboard services
- Reception duties
- Waste management services
- Car parking
- Transport
- Catering services
- Estates (Hard FM)
- Helpdesk
- Window cleaning
- Pest control
- Energy



**Part 23: The Managed Services**

The service, standards and outputs relating to the Managed Services consist of the following:

- 1 Catering
- 2 Hard FM
- 3 Security
- 4 Transport
- 5 Linen
- 6 Waste Management
- 7 Car Parking
- 8 Porters
- 9 Hostess
- 10 Switchboard
- 11 Help Desk
- 12 Housekeeping

The output specifications relating to each of the abovementioned Managed Services are in Agreed Form.



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**Part 24:**      **Not Used**





**Part 25: Trust Disclosed Data**

1996/97 Outturn Activity and Performance  
1994/95 Annual Report  
1995/96 Annual Report  
1996/97 Annual Report  
1995/98 Business Plan  
1996/99 Business Plan  
1997/00 Business Plan

- Full Business Case (July 1997)
- Provider Specification (August 1995) (except as amended by the Full Business Case)
- Trust Standing Financial Instructions and Standing Orders in force as at Financial Closing, a copy of which has been provided to the SPC



**Part 26: General Policies and Procedures of the Trust**

- (i) Patients Charter
- (ii) Access Policy
- (iii) Equal Opportunities Policy (being in the Agreed Form as at the Execution Date)
- (iv) Whole Hospital Policies (being in the Agreed Form as at the Execution Date)

**(i) Patients Charter****In-patient Charter**

The Trust ("We") have been providing high-quality healthcare for many years. This In-patient Charter sets out the standards of service we aim to provide the patient ("You").

- The Patient will receive urgent treatment without delay.
- Before the Patient comes into Hospital we will send you information about the Hospital, where it is and what services we offer.
- We will tell you before you come into hospital if you are booked into a mixed-sex ward.
- You can arrange to visit the ward before you come into hospital.
- When you arrive on the ward, a member of staff will welcome you and show you round.
- All our staff will wear name badges, will introduce themselves to you and explain why they are there.
- We will not carry out any treatment unless you agree to it.
- We will encourage you to take part in decisions about your care.
- We will introduce you to your named nurse, who will be responsible for managing your care throughout your stay.
- You will be under the care of a consultant and you will be able to ask for a second opinion if you want to.
- You have the right to be referred to a consultant that you agree to.
- We will ask you whether you mind students being at your consultation or treatment.
- You can expect honesty from staff.
- You have the right to a clear explanation of your medical condition and any treatment, investigation or procedure we are planning for you.



- We will not pass on information about you to anyone else without your permission.
- You have a legal right to see your medical records.
- You can expect honesty from staff.
- You will be treated as an individual, and involved as far as possible in making decisions about your care.
- We will help you to keep your dignity at all times.
- We will respect your cultural, religious and ethnic beliefs.
- We will ask whether you mind students being at your consultation or treatment.
- You have the right to a clear explanation of your medical condition and any treatment, investigation or procedure we are planning for you.
- We will protect your privacy as far as your treatment plan allows.
- We will tell your family doctor (GP) the result of your consultation within 7 working days.

**(ii) Access Policy**

Normal access and egress to and from the Existing Hospital for emergency service vehicles, routine traffic and pedestrians must be maintained at all times.

Monitoring of compliance with this Policy will be undertaken at the monthly meetings between the SPC, the Trust Works Representative and the Contractor. Any breach of this Policy identified by the Trust Works Representative will be brought to the attention of the SPC's on-site representative, who must immediately implement the necessary actions to ensure Policy compliance.

No traffic associated with the New Build Hospital construction shall travel through or park within Existing Hospital grounds other than the New Build Hospital site. The SPC shall ensure that the Contractor includes adequate arrangements within its sub-contracts to achieve this requirement and that arrangements are in place to ensure these are enforced. Copies of these arrangements to be made available to the Trust Works Representative.

Access to the Existing Hospital outside the SPC's exclusive occupation site is at the Trust's discretion. In order to continue to receive the Trust's permission for access, the following conditions must be adhered to:

- Prior notification to the Trust Works Representative of intended use, including planned activity, times, duration, protective and remedial measures proposed.
- Failure to adhere to this condition will result in the immediate withdrawal of the permission until remedial measures are agreed with the Trust Works Representative.

Where works are required on Existing Hospital roads, either inside or outside the boundaries of the site, the SPC shall ensure that the works are executed in such a manner that minimum interruption or obstruction for vehicular traffic or pedestrians will exist. The Trust Works Representative will be fully consulted, with adequate notice being given, and his agreement



- We will protect your privacy as far as your treatment plan allows.
- We will help you to keep your dignity at all times.
- We will try to respect any cultural, religious and ethnic beliefs.
- We will make sure that all our discussions with you are carried out in private.
- We will not pass on information about you to anyone else without your permission.
- You have a legal right to see your medical records.
- We will provide a clean, warm, welcoming environment.
- We will offer help and advice to stop smoking if you ask us to.
- We will try to make arrangements for your leaving hospital that take account of the needs of you and your family or friends.
- We will tell your family doctor (GP) the result of your treatment within 7 working days.

### **Out-patient Charter**

Hairmyres and Stonehouse Hospitals have been providing high-quality healthcare for many years. This Out-patient Charter sets out the standards of service we aim to provide.

- We will give you an appointment which is convenient for you.
- We will give you full information before you visit the hospital.
- We will provide clear signposting.
- Our staff will always be polite.
- Our waiting areas will be comfortable, clean and warm.
- You will be seen within 30 minutes of your appointment time, or we will give you a reason if you have to wait and an idea of how long you will have to wait.
- On your first visit, you will see a consultant or another experienced doctor.
- You have the right to be referred to a consultant that you agree to.
- You have the right to ask for a second opinion.
- All our staff will wear name badges, will introduce themselves to you and will explain why they are there.
- All our discussions with you will be carried out in private.



obtained before any such works commence. No materials, plant, etc are to be stacked or left on a fire access path or obstructing fire hydrants at any time.

It is acknowledged that when the new roundabout and main access road are being constructed there will inevitably be disruption to traffic using the Existing Hospital main drive. It is essential that these works are designed and managed in such a manner that the disruption is kept to an absolute minimum.

The construction of the New Build Hospital and supporting infrastructure is being undertaken in a phased manner. Prior to handover of each phase detailed discussion and agreement will be required during which the SPC will require to demonstrate adequately full consideration has been given to compliance with this Access Policy. The attached plan identifies each phase of land handover:

Phase 1	1 May 1998
Phase 1A	1 May 1998
Phase 2	10 January 1999
Phase 2A	16 April 1999
Phase 2B	10 January 2000
Phase 2C	not earlier than the date of the provision of adequate facilities to accommodate the staff and activities carried on in the buildings marked IT/Telephone and Finance and such staff are fully transferred from such buildings to (i) adequate temporary accommodation, as determined reasonably by the Trust, or (ii) the New Build Hospital, subject to the following provisions:
	(a) if the date of provision is later than the Time for Hospital Completion, the Independent Certifier shall be directed to exclude such Phase 2C from consideration in issuing a Hospital Commissioning Certificate
	(b) the Trust will incur no cost (by Unitary Charge or otherwise, except for actual services rendered) for the occupation and use by it of facilities or accommodation provided in this connection, prior to the Hospital Operations Date
	(c) the Development as it relates to Phase 2C shall be completed within a reasonable period of full transfer occurring (but not more than 6 months) after full transfer as described above, failing which liquidated damages shall apply at a rate of £1,000 per week until such completion, and the provisions of Clauses 16.2 and 16.3 shall apply mutatis mutandis
	(d) no Performance Deduction will apply in respect of any late completion associated with Phase 2C
Phase 3	Transfer following reprovision of new access road. Permanent and temporary roads to be of adequate design, including pavements to ensure traffic flow remains at least (in the opinion of the Trust acting reasonably) as good as current main avenue

Particular attention will require to be given to the access/egress requirements of the Scottish Ambulance Service depot. This will be co-ordinated by the Trust Works Representative.

Until the dates identified above in relation to the identified areas, the SPC shall be entitled to access to the stated areas only for the purpose of investigation, as if they were part of the Existing Hospital and not the New Build Hospital and shall not be entitled to effect any works, or require exclusive possession.

(iv) Whole Hospital Policies consist of the following:

- Ward Hostess



- Reception Service
- Housekeeping
- Laundry & Linen Services
- Portering Services
- Security Services
- Switchboard Services
- Waste Management Services
- Car Parking
- Transport
- Catering Services
- Estates
- Accommodation
- Help Desk
- Grounds and Vehicular Traffic
- Treatment of Children
- Management and Administration
- Complaints
- Employee Relations
- Internal Traffic
- Infection Control
- Patient Movement between Departments
- Observation Beds
- Nursing Practice
- Isolation
- No Smoking
- Care of the Dying and Bereaved
- Staff Changing
- Administration of Cytotoxic Drugs



- Elective Admissions
- Emergency Admissions
- Major Emergencies

all of which are in the Agreed Form



**Part 27: Prohibited Materials**

- 1 high alumina cement in structural elements
- 2 wood wool slabs as permanent formwork to concrete or in structural elements
- 3 calcium chloride in admixtures for use in reinforced concrete
- 4 naturally occurring aggregates for use in reinforced concrete which do not comply with British Standard 882:1983; and/or naturally occurring aggregates for use in concrete which do not comply with the provisions of British Standard 8110:1985
- 5 calcium silicate bricks or tiles
- 6 asbestos or asbestos based products
- 7 lead or any materials containing lead which may be ingested inhaled or absorbed except where copper alloy fittings containing lead are specifically required in drinking water pipework by any relevant statutory requirement
- 8 urea formaldehyde foam or materials which may release formaldehyde in quantities which may be hazardous with reference to the limits set from time to time by the Health and Safety Executive
- 9 slipbricks
- 10 vermiculite plaster
- 11 crocidolite
- 12 lightweight or air-entrained concrete blocks
- 13 sands and gravels for use in cement based products from a source not certified as lignite free
- 14 polyisocynurate or polyurethane foam
- 16 glass-reinforced concrete
- 17 materials which are generally composed of mineral fibres either man-made or naturally occurring, which contain any fibres not sealed or otherwise stabilised to prevent fibre migration
- 18 substances which have been publicised in the Building Research Establishment Digest as being deleterious
- 19 any other substances or practices not in accordance with British Standards and Codes of Practice, or in the absence of the same IEC standards or standards generally accepted as good industry practice at the time of specification.





## Part 28: Planned Maintenance Program

The following Programme is preliminary.

As Stage D Design is finalised, Design Development proceeds, Life Cycle Analyses are undertaken and plant and equipment selection is finalised, the Planned Maintenance Programme will be reviewed, expanded and amended by the SPC, with the Trust, to accurately reflect all elements of fabric, plant and equipment within the New Build Hospital.

A more detailed life expectancy and life cycle replacement programme will evolve from Design Development and procurement. However, predicted life expectancies are an SPC risk (recognising that the SPC must comply with its FM obligations) and differences as to planned or estimated life expectancies may arise between the SPC and the Trust. Service deliverables will dictate actual replacement requirements.

The Trust requires the SPC to provide a hospital environment which is safe, efficient, accessible and of attractive appearance. This will require a comprehensive, planned, preventative maintenance programme to be developed in parallel with the design development and to be duly established ahead of the Hospital Operations Date.

The planned preventative maintenance programme will be provided in line with the requirements of the Hard FM Service output specification and the Hard FM Hospital Policy and as detailed in the description of Engineering Services, Estates Service Definition and Method Statement.

The developed planned preventative maintenance programme will incorporate detailed method statements for all maintenance activities across all aspects of building fabric and engineering services as well as all items of plant and equipment. Details of planned 'downtime' of any area or service as a result of the planned preventative maintenance programme will be included in the Method Statement. Any 'downtime' will be planned and organised to ensure minimal disruption to the Trust's business and activities. Each Method Statement will be developed in detail prior to the Hospital Operations Date and submitted to the Trust for approval, such approval not to be unreasonably withheld.

Tables 1 and 2 have been prepared using guidance available from professional bodies, manufacturers and the design consultants and have been used in assessing the capital that will be required to keep the building to the required standard and to promote availability throughout the 30 life of the contract.

In order to arrive at an appropriate sinking fund the programme has been divided into 15 elements each of which may be divided into sub elements. This degree of subdivision becomes very subjective until maintenance schedules and as fitted drawings are available. Nevertheless, the following assumptions have been made according to 15 main elements. These are shown in Tables 3A and 3B.

### 1 Metal Roofing/Gutters/Flashings/Stacks years 20, 21, 22

The roof may need replacement once in the 30 years and has been scheduled over three years mainly to reduce operational disturbance to the hospital. Included within the costs are the replacement of other finishings, roof seal and details rain water systems associated with the pitched roof.

### 2 Flat Roofing/Gutters/Flashings/Stacks years 14, 15, 27, 28

The flat roof is likely to have a life expectancy of 15 years and may need to be replaced twice in the 30 years contract. As with the pitched roof, the replacement of other flashings, roof seals and details have been included.

### 3 Roof Garden Damp Proof years 12, 25

Allowance has been made for renewing the damp proofing and exposure as necessary.



**4 Main Entrance Doors year 15**

The main entrance doors of all hospitals are use intensively and may be subject to physical and mechanical abuse. The doors will be subject to an appropriate maintenance schedule by may need replacing during the contract.

**5 Vinyl/Carpet Floor Coverings years 15 to 30**

The allowance is based upon carpets which in low to medium areas may have a life of 15 years. Linoleum and vinyl will be used in hard wearing areas. Apart from minor replacements included in routine maintenance, programmed replacement begins at 15 years and thereafter throughout the life of the contract. Traditionally hospitals have allowed for this type of ongoing programme and during shutdowns of wards etc., including decorations, improvements and other programmed works. This is the best approach to ensure the hospital remains operational.

**6 Reception Floors 8, 16, 25**

The reception floor warrants separate consideration. It is subject to the hardest wear and generally reflects the ethos of the hospital. The flooring may be required to be replaced on three occasions.

**7 Suspended Ceilings/Interior Fabric years 11 to 30**

As with floor coverings a rolling programme of replacement has been allowed to be undertaken at ward shutdowns or in conjunction with other internal maintenance or replacement programmes. This would include minor fabric repairs to crash rails, buffers and making good where maintenance duties have damaged finishes.

**8 Redecoration/Painting programme/Decor years 13 to 30**

As with other elements, floor covering, ceilings etc., a rolling programme and work concurrently with these other programmes generally every 7 years.

**9 Ironmongery/Door/Joinery years 13 to 30**

Another rolling programme beginning in year 13. Ironmongery does suffer from physical and mechanical abuse in hospitals. Mostly it is the availability of spares and general wear and tear that may dictate the need for replacement. Similarly doors, kitchen units and cupboards, although repaired on a regular basis as part of general maintenance, do require replacement as time goes on. This work is undertaken sometimes in conjunction with other programmes and sometimes in the case of fire doors as a one off programme.

**10 Seals/Glaziers/Glazing years 13 to 30**

System units rely heavily on the performance of seals, gaskets, double glazed seals in meeting the design specification. The action of sunlight, temperature and time may break down and reduce the performance of system units. It can be expected that double glazed units on exposed elevations may require maintenance after 10 years.

**11 Mechanical Installation years 14 to 30**

Careful consideration has been given to the life expectancy of mechanical plant within the hospital. The advice provided by the CIBSE has been reproduced in Appendix 2. It is acknowledged that some components may well survive the whole of the contract but equally some will require to be replaced twice in the contract life. As with other replacements, much will depend upon the use made of the components its relative importance in ensuring safety and availability of spares, all will



determine when the component will need to be replaced, In Appendix 3 a rolling programme to cover all the items in Appendix 2 Mechanical Services has been prepared.

**12 Lift Installation Phased years 19, 20 21**

The design life of a lift averages 15 years. Our view is that the lifts may be replaced once but not twice during the contract life. This assumes a good standard of maintenance and the remedial work specified by the independent lift inspector being regularly undertaken from routine maintenance.

**13 Electrical Installation years 19 to 30**

As with mechanical services, CIBSE has been considered for design life expectancies. Transformers, generators, cabling and switchgear may last 30 years but allowance has been made for installations to be repair/replaced under routine maintenance particularly those items with an assumed life of 30 years.

**14 Roads/Car Parks/Grounds years 13, 14, 15, 23, 24, 25**

Data from the car park division suggests that tarmac resurfacing has a life of 15 years where laid on roads and 25 years in parking areas. Remarking will be carried out under routine maintenance as will small repairs to fences and gates. Replacement of damaged, defective and worn tarmac areas at 15 and 25 years has been allowed.

**15 IT Cabling and Switchboard years 10, 15, 20, 30**

Allowance has been made for IT cabling to be replaced after 10 years and switchboard at 15 years.



Table 1

## Hairmyres Hospital

## Building Fabric

		Design Life Expectancy (Years)
<b>External</b>		
External Walls	Clay Facing Brick	50
	Repointing	30
	Ext expansion joints in clay facing brick	10 - 15
Windows & External Doors	Sealant around windows	10 - 15
	Gaskets to window/patent glazing	15
	Window Systems	25 - 30
	Polyester powder coating	15
	Window Ironmongery	15
	Seals to Double Glazed units	10
Louvres	Polyester powder coating	15
Roofing (Pitched)	Coating to standing seam composite insulated roof	15
	Replace sealants	15
	Lead flashings	60
Roofing (Flat Roof)	Upside-down single ply membrane	15
	Lead flashings	60
<b>Internal</b>		
Floors	(i) Linoleum	10 - 15
	(ii) Soft floor covering	5 - 10
	(iii) Ceramic floor tiling	25
	(iv) Epoxy paint finish	8
Walls	Metal stud partitions	30
	Wall decorations	5 - 10
	Wall protection measures	15
Internal Doors	Decorations & door frames	10
	Door leaves	25
	Door ironmongery	10
Ceilings	Redecorate painted ceilings	5 - 10
	Replace tiles in suspended ceilings	10 - 15



		Design Life Expectancy (Years)
<b>External Works</b>		
Roads & footpaths	Tarmac surface	10
	Decorative block paving	30
	Thermoplastic markings	3 - 5
Fences & Gates	Timber fences and gates	20
Drainage		50



Table 2

**Hairmyres Hospital****Mechanical Services**

	<b>Design Life Expectancy (Years)</b>
<b>Mechanical Services</b>	
Automatic Controls	15-20
Boiler Plant (sectional cast iron)	15-20
Calorifiers	20-25
Chillers	15-20
Cooler Batteries	15-20
Ventilation distribution ductwork	25-30
Heater Batteries	15-20
Heat Exchangers	20-25
Fans	15-20
Motors	20-25
Pumps	15-20
Pipework	25-30
Radiators	15-20
Tanks	15-30
Valves	20-25
<b>Electrical Services</b>	
Transformers	25-30
HV Switchgear	25-30
LV Switchgear	25-30
Main LV Cabling	25-30
Sub circuit PVC/LSF Cables	20-25
Generators	25-30
Fire alarm systems	20-25
Clock systems	20-25
Call systems	20-25
Battery services, ie. emergency lighting	Up to 10
Telephone systems	20-25
Lift services	20-25
Lighting installations	20-25



Table 3A Plant/Fabric Replacement Programme

	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
Metal Roofing/Gutters/ Flashings/Stacks															*	*									
Flat Roofing/Gutters/ Flashings/Stacks									*													*			
Roof Garden Damp Proof							*													*					
Main Entrance Doors										*															
Vinyl/Carpet Floor Coverings										*		*	*	*	*	*	*	*	*	*	*	*	*	*	*
Reception Floor			*								*									*					
Suspended Ceilings/Interior Fabric								*		*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
Redecoration/Planning Programme/Decor	*	*	*	*	*	*														*	*	*	*	*	*
Ironmongery/Doors/ Joinery											*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
Seals/Gaskets/Glazing											*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
Mechanical Installation												*	*	*	*	*	*	*	*	*	*	*	*	*	*
Lift Installation Phased															*	*	*	*	*	*	*	*	*	*	*
Electrical Installation															*	*	*	*	*	*	*	*	*	*	*
Roads/Car Parks/Ground																		*	*	*	*	*	*	*	*
IT Cabling & Switchboard					*																				*





Hairmyres and Stonehouse Hospitals NHS Trust PFI Project  
60 Year Capital Programme as included in ISS Financial Model Version 23 and SPC Financial Model Hm8\_1 (19/03/98)

Support Services Costing									
Hairmyres & Stonehouse NHS Trust									
Version 23 60 Year Model									
Estates Capital									
339	2010	2011	2012	2013	2014	2015	2016	2017	2018
Capital Costs									
Metal Roofing/Gutters/Flashings/Stacks									
Flat Roofing/Gutters/Flashings/Stacks					\$222,800	\$222,800			
Roof Garden Damp Proof			\$12,700						
Main Entrance Doors						\$49,900			
Vinyl/Carpet Floor Coverings						\$30,131	\$30,131	\$30,131	\$30,131
Reception Floor							\$39,100		
Suspended Ceilings/Interior Fabric		\$22,685	\$22,685	\$22,685	\$22,685	\$22,685	\$22,685	\$22,685	\$22,685
Redecoration/Painting Programme/Decor	\$105,000	\$105,000	\$105,000	\$105,000	\$105,000	\$105,000	\$105,000	\$105,000	\$105,000
Ironmongery/Doors/Joinery				\$33,689	\$33,689	\$33,689	\$33,689	\$33,689	\$33,689
Seals/Gaskets/Glazing				\$15,834	\$15,834	\$15,834	\$15,834	\$15,834	\$15,834
Mechanical Installation					\$623,127	\$623,127	\$623,127	\$623,127	\$623,127
Lift Installation Phased									
Electrical Installation									
Roads/Car Parks/Grounds				\$41,333	\$41,333	\$41,333			
IT Cabling And Switchboard	\$484,415					\$338,850			
Residences	\$18,210								
Sub Total	\$607,625	\$127,685	\$140,385	\$218,541	\$1,064,468	\$1,483,349	\$869,566	\$830,466	\$830,466



**Hairmyres and Stonehouse Hospitals NHS Trust PFI Project**  
**60 Year Capital Programme as included in ISS Financial Model Version 23 and SPC Financial Model Hm8\_1 (19/03/98)**

Support Services Costing												
Hairmyres & Stonehouse NHS Trust												
Version 23 60 Year Model												
Estates Capital												
339	2019	2020	2021	2022	2023	2024	2025	2026	2027			
Capital Costs												
Metal Roofing/Gutters/Flashings/Stacks		£196,466	£196,466	£196,466								
Flat Roofing/Gutters/Flashings/Stacks												£222,800
Roof Garden Damp Proof							£12,700					
Main Entrance Doors												
Vinyl/Carpet Floor Coverings	£30,131	£30,131	£30,131	£30,131	£30,131	£30,131	£30,131	£30,131	£30,131	£30,131	£30,131	
Reception Floor							£39,100					
Suspended Ceilings/Interior Fabric	£22,685	£22,685	£22,685	£22,685	£22,685	£22,685	£22,685	£22,685	£22,685	£22,685	£22,685	
Redecoration/Painting Programme/Decor	£105,000	£105,000	£105,000	£105,000	£105,000	£105,000	£105,000	£105,000	£105,000	£105,000	£105,000	
Ironmongery/Doors/Joinery	£33,689	£33,689	£33,689	£33,689	£33,689	£33,689	£33,689	£33,689	£33,689	£33,689	£33,689	
Seals/Gaskets/Glazing	£15,834	£15,834	£15,834	£15,834	£15,834	£15,834	£15,834	£15,834	£15,834	£15,834	£15,834	
Mechanical Installation	£623,127	£623,127	£623,127	£623,127	£623,127	£623,127	£623,127	£623,127	£623,127	£623,127	£623,127	
Lift Installation Phased	£211,767	£211,767	£211,767									
Electrical Installation	£373,314	£373,314	£373,314	£373,314	£373,314	£373,314	£373,314	£373,314	£373,314	£373,314	£373,314	
Roads/Car Parks/Grounds							£41,333	£41,333	£41,333	£41,333		
IT Cabling And Switchboard		£484,415										
Residences		£18,210	£18,210	£18,210	£18,210	£18,210						
Sub Total	£1,415,547	£2,114,638	£1,630,223	£1,418,456	£1,263,323	£1,263,323	£1,296,913	£1,203,780	£1,426,580			



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Hairmyres and Stonehouse Hospitals NHS Trust PFI Project  
60 Year Capital Programme as included in ISS Financial Model Version 23 and SPC Financial Model Hm8\_1 (19/03/98)

Support Services Costing										
Hairmyres & Stonehouse NHS Trust										
Version 23 60 Year Model										
Estates Capital										
339	2037	2038	2039	2040	2041	2042	2043	2044	2045	
Capital Costs										
Metal Roofing/Gutters/Flashings/Stacks				£196,466	£196,466	£196,466				
Flat Roofing/Gutters/Flashings/Stacks				£222,800	£222,800	£222,800				
Roof Garden Damp Proof	£12,700									
Main Entrance Doors										£49,900
Vinyl/Carpet Floor Coverings	£30,131	£30,131	£30,131	£30,131	£30,131	£30,131	£30,131	£30,131	£30,131	
Reception Floor				£39,100						
Suspended Ceilings/Interior Fabric	£22,685	£22,685	£22,685	£22,685	£22,685	£22,685	£22,685	£22,685	£22,685	
Redecoration/Painting Programme/Decor	£105,000	£105,000	£105,000	£105,000	£105,000	£105,000	£105,000	£105,000	£105,000	
Ironmongery/Doors/Joinery	£33,689	£33,689	£33,689	£33,689	£33,689	£33,689	£33,689	£33,689	£33,689	
Seals/Gaskets/Glazing	£15,834	£15,834	£15,834	£15,834	£15,834	£15,834	£15,834	£15,834	£15,834	
Mechanical Installation	£623,127	£623,127	£623,127	£623,127	£623,127	£623,127	£623,127	£623,127	£623,127	
Lift Installation Phased		£211,767	£211,767	£211,767						
Electrical Installation	£373,314	£373,314	£373,314	£373,314	£373,314	£373,314	£373,314	£373,314	£373,314	
Roads/Car Parks/Grounds	£41,333	£41,333								
IT Cabling And Switchboard					£484,415					
Residences				£18,210	£18,210	£18,210	£18,210	£18,210		
Sub Total	£1,257,813	£1,456,880	£1,415,547	£1,669,323	£2,125,671	£1,641,256	£1,221,990	£1,221,990	£1,253,680	



Hairmyres and Stonehouse Hospitals NHS Trust PFI Project  
as included in ISS Financial Model Version 23 and SPC Finan

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**60 Year Capital Programme as included in ISS Financial Model Version 23 and SPC Financial Model Hm8\_1 (19/03/98)**

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**Part 29: Market Testing Tender Procedure**

The SPC in fulfilling its obligations under Clause 42.7.1, will as a minimum and notwithstanding any obligations which the SPC may otherwise have at law, comply at all times with the provisions of:

- (i) the Public Services Contracts Regulations 1993 or
- (ii) the Public Works Contracts Regulations 1991 as appropriate

as if it were a contracting authority as defined in the said Regulations, subject to the following:

- All services will be regarded as being Part A services (notwithstanding that they may in fact be Part B services)
- Except as specified below, information corresponding to that which would need to be notified to the Official Journal if the proposed contract were within the scope of the Regulations will be advertised in at least three national circulation daily newspapers inviting requests to be selected to tender.
- The restricted procedure set out in the said Regulations will be used.
- The number of persons which are to be invited to tender must not be less than two in addition to the incumbent Service Provider (and if the incumbent Service Provider does not requalify then not less than three must be invited to tender).
- The invitation to tender will disclose the right of the incumbent Service Provider to match the best tender which is received in terms of price (if this is the case).
- In assessing the economic and financial standing of a person submitting a prequalification submission, its net asset value can be taken into account.
- In evaluating tenders it will be permissible to take account of factors previously taken into account when selecting persons to be invited to tender.
- The contract will be awarded on the basis of the offer which is the most economically advantageous.



TABLE 1

HAIRMYRES AND STONEHOUSE HOSPITALS NHS TRUST						
MARKET TESTING AND BENCHMARKING						
WORKED EXAMPLES						
YEAR	RPI @3%-0.25% compound PRICE PD BY TRUST					
1	100					
2	102.75					
3	105.58					
4	108.48					
5	111.46					
6	114.53					
7	117.68					
MARKET TEST / BENCHMARK						
OUTCOME IS 122.39			(+4%, THUS NO ADJUSTMENT)			
8	120.91					
9	124.24					
10	127.65					
11	131.17					
12	134.77					
13	138.48					
14	142.29					
MARKET TEST / BENCHMARK						
OUTCOME IS 153.67			(+8%, THUS AN ADJUSTMENT OF 3%)			
NEW BASE 146.56						
15	150.59					
16	154.73					
17	158.99					
18	163.36					
19	167.85					
20	172.47					





**Part 30: Deed of Variation of Ground Lease**

**DEED OF VARIATION OF GROUND LEASE**

between

**THE HAIRMYRES & STONEHOUSE HOSPITALS  
NATIONAL HEALTH SERVICE TRUST**

and

**H DGH LIMITED**

**Re: Site for Hairmyres DGH**

**McCLURE NAISMITH  
Solicitors  
49 Queen Street  
EDINBURGH EH2 3NH  
Tel: 0131 220 1002  
Fax: 0131 220 1003  
SGE.HA340004  
FAS 4815**



DEED OF VARIATION OF GROUND LEASE

between

THE HAIRMYRES AND STONEHOUSE HOSPITALS NATIONAL HEALTH SERVICE TRUST, a body corporate established under Section 12A of the National Health Service (Scotland) Act 1978 and having its principal place of business at Hairmyres Hospital, East Kilbride G75 8RG (hereinafter "the Landlord")

and

H DGH LIMITED incorporated under the Companies Acts in England with registered number 3508096 and having its registered office at Tempsford Hall, Sandy, Bedfordshire SG19 2BD (hereinafter "the Tenant")

With reference to the Ground Lease between the Landlord and the Tenant dated March 1998 registered in the Land Register of Scotland under Title Number it has been agreed between the Landlord and the Tenant as follows:

- 1 The term of the said Ground Lease shall be extended from until , notwithstanding the date or dates hereof.
- 2 The Stamp Duty payable hereon, the dues of registration in the Books of Council and Session and in the Land Register shall be borne by the Tenant.
- 3 Save as hereby altered, the whole terms and conditions of the said Ground Lease shall remain in full force and effect and apply to the extended period of the said Ground Lease.
- 4 The parties certify that this Deed of Variation is not a lease which gives effect to an agreement for lease as interpreted by the Inland Revenue in terms of the Guidance Note dated Thirtieth June Nineteen hundred and ninety four referring to Section 240 of the Finance Act 1994.
- 5 The parties hereto consent to registration hereof and of any agreement or memorandum or addendum hereto for preservation and execution: IN WITNESS WHEREOF these presents consisting of this page only are executed as follows

SIGNED for and on behalf of  
HAIRMYRES AND STONEHOUSE HOSPITALS NATIONAL HEALTH SERVICE TRUST

at

on

by

.....  
Witness

SIGNED for and on behalf of  
H DGH LIMITED

at

on

by



**Part 31: Deed of Variation of Occupational Sub Lease**

**DEED OF VARIATION OF OCCUPATIONAL SUB LEASE**

between

**H DGH LIMITED**

and

**THE HAIRMYRES & STONEHOUSE HOSPITALS  
NATIONAL HEALTH SERVICE TRUST**

**Re: Site for Hairmyres DGH**

**McCLURE NAISMITH  
Solicitors  
49 Queen Street  
EDINBURGH EH2 3NH  
Tel: 0131 220 1002  
Fax: 0131 220 1003  
SGE.HA340004  
FAS 4815**



**DEED OF VARIATION OF OCCUPATIONAL SUB  
LEASE**

between

H DGH LIMITED incorporated under the Companies Acts in England with registered number 3508096 and having its registered office at Tempsford Hall, Sandy, Bedfordshire SG19 2BD (hereinafter "the Landlord")

and

THE HAIRMYRES AND STONEHOUSE HOSPITALS NATIONAL HEALTH SERVICE TRUST, a body corporate established under Section 12A of the National Health Service (Scotland) Act 1978 and having its principal place of business at Hairmyres Hospital, East Kilbride G75 8RG (hereinafter "the Tenant")

With reference to the Occupational Sub Lease between the Landlord and the Tenant dated \_\_\_\_\_ registered in the Land Register of Scotland under Title Number \_\_\_\_\_ it has been agreed between the Landlord and the Tenant as follows:

- 1 The term of the said Occupational Sub Lease shall be extended from \_\_\_\_\_ until \_\_\_\_\_, notwithstanding the date or dates hereof.
- 2 The Stamp Duty payable hereon, the dues of registration in the Books of Council and Session and in the Land Register shall be borne by the Landlord.
- 3 Save as hereby altered, the whole terms and conditions of the said Occupational Sub Lease shall remain in full force and effect and apply to the extended period of the said Occupational Sub Lease.
- 4 The parties certify that this Deed of Variation is not a lease which gives effect to an agreement for lease as interpreted by the Inland Revenue in terms of the Guidance Note dated Thirtieth June Nineteen hundred and ninety four referring to Section 240 of the finance Act 1994.
- 5 The parties hereto consent to registration hereof and of any agreement or memorandum or addendum hereto for preservation and execution: IN WITNESS WHEREOF these presents consisting of this page are executed as follows

SIGNED for and on behalf of

HAIRMYRES AND STONEHOUSE HOSPITALS NATIONAL HEALTH SERVICE TRUST

at

on

by

*Trust*  
*✓* *Ch. Perkins*  
*✓* *Peter Gallagher*

.....  
Witness

SIGNED for and on behalf of

H DGH LIMITED

at

on

by

*✓* *Gary Barnes*  
*✓* *[Signature]*



