

## **SCHEDULE PART 18**

This is the Schedule Part 18 comprising the Payment Mechanism referred to in the Project Agreement relating to the design, financing and construction of, and the provision of services at the Stobhill Local Forensic Psychiatric Unit

between

**Greater Glasgow Health Board**

and

**Stobhill Healthcare Facilities Limited**

## SCHEDULE PART 18

### Part 1: Calculation of Service Payments

#### 1 Monthly Service Payment

- 1.1 The Service Payment payable in respect of any Contract Month shall be calculated in accordance with the following formula:

$$mSP = (ASP_n \times NM/N_y) - \sum D(FE) - \sum D(QF)$$

where:

- 1.1.1  $mSP$  is the Service Payment for the Contract Month for which the formula is to be applied;
- 1.1.2  $ASP_n$  is the Annual Service Payment for the relevant Contract Year;
- 1.1.3  $NM$  is the number of days in the relevant Contract Month;
- 1.1.4  $N_y$  is the number of days in the relevant Contract Year;
- 1.1.5  $\sum D(FE)$  is the sum of deductions in respect of the relevant Contract Month in relation to Failure Events calculated in accordance with the provisions set out in Part 2 of this Schedule Part 18; and
- 1.1.6  $\sum D(QF)$  is the sum of deductions in respect of the relevant Contract Month in relation to Quality Failures calculated in accordance with the provisions set out in Part 2 of this Schedule Part 18.

- 1.2 For the purposes of paragraph 1.1.3 of this Part 1, in the Contract Month in which the Payment Commencement Date falls and in the last Contract Month of the Project Term  $NM$  shall be the actual number of days in the relevant Contract Month from and including the Payment Commencement Date (for the first month) and up to and including the last day of the Project Term (for the last month).

- 1.3 For the purposes of paragraph 1.1.4 of this Part 1, in the Contract Year in which the Payment Commencement Date falls and in the last Contract Year of the Project Term  $N_y$  shall be deemed to be 365 and shall not be pro-rated.

#### 2 Calculation of the Annual Service Payment

- 2.1 The Annual Service Payment for any Contract Year shall be calculated in accordance with the following formula:

$$ASP_n = ASP_o \times (RPIn / RPI_o)$$

where:

- 2.1.1  $ASP_n$  is the Annual Service Payment for the relevant Contract Year. (The Contract Year is defined as running from 1st April to 31st March);

- 2.1.2 **ASPo** is ~~£~~1,702,500 , being the Annual Service Payment at the Base Date of 30th June 2005;
- 2.1.3 **RPI<sub>n</sub>** is the value of the Retail Prices Index published or determined with respect to the month of March which most recently precedes the relevant Contract Year; and
- 2.1.4 **RPI<sub>0</sub>** is the value of the Retail Prices Index published or determined with respect to the month in which the Base Date falls (June 2005).
- 2.1.5 As soon as the March Retail Price Index figure is published the indexation will be applied to calculate The Annual Service Payment for the relevant Contract Year. For any invoicing periods in the relevant Contract Year, where it has not been possible to apply Indexation, due to the unavailability of the Retail Price Index figures, Indexation will be applied retrospectively in the next invoicing period following the publication of the March Retail Price Index figures. For the avoidance of doubt neither Project Co nor the Board will benefit or suffer loss from this approach to indexation.

**SCHEDULE PART 18**  
**Part 2: Service Failure Deductions**

**1 Service Failure Deductions**

- 1.1 If at any time during the Operational Term a Service Failure shall occur the Board shall be entitled to make deductions from the relevant Service Payment in respect of that Service Failure.
- 1.2 If the Service Failure is a Quality Failure the deductions which the Board will be entitled to make will be calculated in accordance with the provisions set out in Part A of this Part 2.
- 1.3 If the Service Failure is a Failure Event the deductions which the Board will be entitled to make will be calculated in accordance with Part B of this Part 2.
- 1.4 The maximum aggregate deduction in respect of Service Failures that can be made from a Service Payment in respect of any Contract Month shall be the Service Payment Before Deductions.

**PART A**  
**QUALITY FAILURES**

**1 Quality Failure Deductions**

- 1.1 Subject to paragraph 1.2 of this Part A, the amount to be deducted from the Service Payment in respect of a Quality Failure shall be calculated in accordance with the following formula:

$$D(QF) = (ASPn/Ny) \times R \times SW \times DP(QF) \times Bdl n$$

where:

- 1.1.1 **D (QF)** means the amount (in pounds sterling) to be deducted from the Service Payment in respect of the relevant Quality Failure;
- 1.1.2 **ASPn** means the Annual Service Payment for the Contract Year in which the relevant Quality Failure occurs;
- 1.1.3 **Ny** means the number of days in the Contract Year (being the year in which the relevant Quality Failure occurs) provided that in any Contract Year of less than twelve months duration Ny shall be deemed to be 365;
- 1.1.4 **R** is 30 (the relevant period in days);
- 1.1.5 **SW** means the **Service Weighting Percentage** which shall:
- A. in the Contract Year in which the Payment Commencement Date occurs, be the percentage figure attributable to the Service in respect of which the Quality Failure occurs as set out in the second column of the Table at Appendix A;
  - B. in all subsequent Contract Years, be such percentage figure attributable to the Service in respect of which the Quality Failure occurs as may be agreed or determined pursuant to paragraph 2 of Part C of this Schedule Part 18;
- 1.1.6 **DP (QF)** means the "**Quality Failure Category Percentage**" which shall be the percentage figure attributable to the Quality Failure Category allocated to the Quality Failure as set out in the second column of the Table at Appendix B; and
- 1.1.7 **Bdl n** means:
- A. if the Quality Failure occurs within the first 7 days from and including the New Service Provider Start Date for the Service affected by the Quality Failure, fifty per cent (50%);

- B. if the Quality Failure occurs during the 8<sup>th</sup> to 14<sup>th</sup> day (inclusive) after the New Service Provider Start Date for the Service affected by the Quality Failure, seventy five percent (75%);
- C. if the Quality Failure occurs after the 14<sup>th</sup> day after the New Service Provider Start Date for the Service affected by the Quality Failure, one hundred percent (100%).

## 1.2 Low Priority Quality Failure Tolerance

1.2.1 No deduction shall be available to be made by the Board to the Service Payment for the relevant Contract Month in respect of any Low Priority Quality Failure if:-

- A. in respect of the Service in which the relevant Low Priority Quality Failure has occurred, the relevant Low Priority Quality Failure and all other Low Priority Quality Failures which have occurred in the Contract Month in respect of that Service do not exceed in aggregate 2 in number; and
- B. in respect of all Services, the relevant Low Priority Quality Failure and all other Low Priority Quality Failures in all Services which have occurred in the Contract Month do not exceed in aggregate 4 in number.

1.2.2 If 3 or more Low Priority Quality Failures occur in respect of an individual Service in a Contract Month a Quality Failure Deduction shall be made in respect of each and every Low Priority Quality Failure which shall have occurred in that Service during that Contract Month.

1.2.3 If 5 or more Low Priority Quality Failures in respect of all Services occur in a Contract Month, a Quality Failure Deduction shall be made in respect of each and every Low Priority Quality Failure which shall have occurred during the Contract Month.

**PART B  
FAILURE EVENTS**

**1 Failure Event Deductions**

1.1 Subject to paragraphs 2, 3, 4, 5 and 6 of this Part B, the amount to be deducted from the Service Payment in respect of any Failure Event shall be the higher of

- A. the Minimum Deduction; and
- B. an amount calculated in accordance with the following formula:

$$D(FE) = (ASPn/Ny) \times (Nsa/Ns) \times AW \times UW \times DP (FE) \times BdIn$$

where:

- 1.1.1 **D(FE)** means the amount (in pounds sterling) to be deducted from the service Payment in respect of the Failure Event;
- 1.1.2 **ASPn** means the Annual Service Payment for the Contract Year in which the relevant Failure Event occurs;
- 1.1.3 **Ny** means the number of days in the Contract Year (being the year in which the relevant Failure Event occurs) provided that in any Contract Year of less than twelve months duration Ny shall be deemed to be 365;
- 1.1.4 **Nsa** means the number of Affected Sessions in the Contract Day for each Functional Unit;
- 1.1.5 **Ns** means the total number of Sessions in a Contract Day allocated to the Functional Unit in which the Failure Event occurs as set out in the Room Data Sheets;
- 1.1.6 **AW** means the Area Weighting Percentage attributable to the Functional Area in which the Failure Event occurs;
- 1.1.7 **UW** means the Unit Weighting Percentage attributable to the Functional Unit in which the Failure Event occurs;
- 1.1.8 **DP (FE)** means the Failure Event Deduction Percentage attributable to the Failure Event Category allocated to the Failure Event;
- 1.1.9 **BdIn** means:-
  - A. if the Failure Event occurs within the first 7 days from and including the New Service Provider Start Date for the Service affected by the Failure Event, fifty percent (50%);

- B. if the Failure Event occurs during the 8<sup>th</sup> to 14<sup>th</sup> day (inclusive) after the New Service Provider Start Date for the Service affected by the Failure Event, seventy five percent (75%);
- C. if the Failure Event occurs after the 14<sup>th</sup> day after the New Service Provider Start Date for the Service affected by the Failure Event, one hundred percent (100%).

## 2 General Rules for Calculating Deductions

### 2.1 Key Units

- 2.1.1 Not used.

### 2.2 Contract Days

- 2.2.1 If a Failure Event commences in one Contract Day but is still subsisting at the commencement of a second (and any subsequent) Contract Day:-

- (i) there shall be deemed to be a new Failure Event occurring at the commencement of each Contract Day that the relevant Event or Service Request shall subsist without Rectification or Service Response as the case may be; and
- (ii) a deduction in respect of a Failure Event in accordance with Part B of Part 2 of this Schedule Part 18 shall be calculated in respect of each such deemed new Failure Event on each Contract Day during which the Event or Service Request shall subsist without Rectification or Service Response as the case may be.

### 2.3 Calculation of Affected Sessions

- 2.3.1 For the purposes of paragraph 1.1.4 of this Part B the number of Affected Sessions in each relevant Functional Unit in a Contract Day shall be established by applying the following rules:

- (i) a Service Request or an Event (as the case may be) shall be deemed to have commenced from the point at which the Service Request or Event in respect of which the Failure Event has occurred was reported to the Helpdesk;
- (ii) the time and date at which the Service Response to a Service Request or Rectification of an Event has been completed shall, subject to paragraph 2.3.2 of this Part B, be the time and date notified to the Board Representative in the form of the Rectification Confirmation Notice;
- (iii) where a Functional Unit requires re-commissioning by or at the direction of the Board following Rectification of an Event, the re-



commissioning of the Functional Unit shall be deemed to have been completed on the earlier of:

- (a) the expiry of forty-eight hours after the time and date notified to the Board in the Rectification Confirmation Notice as the time and date that Rectification was completed;
- (b) the time and date on which the Board or the relevant Board Party commences to use again the Functional Unit for the purposes for which it was being used prior to the occurrence of the relevant Event;
- (iv) during the Contract Day in which the Service Request or Event occurs the Affected Sessions shall include all the Sessions from and including the Session in which the Service Request or Event was notified to the Helpdesk to and including the Session in which the Service Response or Rectification was completed or, if not completed, the last Session of that Contract Day;
- (v) during the second and any subsequent Contract Day after the Service Request or Event is notified to the Helpdesk, if the Service Response or Rectification has not been completed at the commencement of the first Session of such Contract Day the Affected Sessions shall include the first Session and if applicable any subsequent Sessions during the whole or part of the Contract Day to and including the Session in which the Service Response or Rectification is completed, or if not completed, the last Session of the relevant Contract Day;
- (vi) if paragraph (iii) of this paragraph 2.3.1 applies, the number of Affected Sessions shall also include all Sessions after the Service Response or Rectification has been completed up to and including the Session in which the re-commissioning of the Functional Part shall have been deemed to have been completed;
- (vii) if paragraph 4 of this Part B (Repeated Rectification and Deemed Category A Failure Events) applies, any such deemed Category A Failure Event shall be deemed to commence at the beginning of a Contract Day in respect of the relevant Functional Part and the Service Response or Rectification shall be deemed to have been completed at the expiry of the Service Response Time or Rectification Time (as the case may be).

2.3.2 The Rectification Confirmation Notice shall state as the relevant time and date of Rectification or Service Response the time and date of the Rectification Confirmation Notice or, if such notice is given following a verbal notification to the Board Representative of such Rectification or Service Response, the time and date of such verbal notification Provided That if the Board does not agree the time and date stated or that

Rectification or Service Response has been completed it may refer the matter to the Fast-Track Dispute Resolution Procedure.

## **2.4 No Failure Event if Service Response or Rectification Within Specified Periods**

Subject to paragraph 4 of this Part B, a Failure Event shall not occur

2.4.1 if Project Co responds to the Service Request or Rectifies the Event (as the case may be) within the specified Service Response Time or specified Rectification Time; or

2.4.2 where the Board has denied ProjectCo access to the Facilities pursuant to paragraph 9.1 of Part 4 of Part 14 of the Schedule, if Project Co responds to the Service Request or Rectifies the Event (as the case may be) within the specified Service Response Time or specified Rectification Time (extended by the time elapsed between the Board denying Project Co access to the Facilities and the Board then permitting Project Co access to the Facilities); or

2.4.3 where the Board has denied ProjectCo access to the Facilities pursuant to paragraph 9.1 of Part 4 of Part 14 of the Schedule:

2.4.3.1 for a period of more than two hours where the Service Provider or any sub-contractor has departed from the Facilities; or

2.4.3.2 where the Board advises Project Co (which it shall be obliged to do) if (acting reasonably) it considers that the denial of access is likely to exceed two hours in which circumstances it would be reasonable for the Service Provider or any sub-contractor to leave the Facilities

if Project Co responds to the Service Request or Rectifies the Event (as the case may be) within the specified Service Response Time or specified Rectification Time which in these circumstances shall be deemed to start at the time on which the Board then notifies the Help Desk that Project Co is again permitted access to the Facilities

and in such circumstances no Failure Event Deduction shall be made in respect of the relevant Service Request or Event

## **3 Temporary Repairs**

3.1 If Project Co informs the Board that it is unable to Rectify an Event within the specified Rectification Time due to the need for specialised materials or personnel that are not generally available at the Facility but that a Temporary Repair can be effected, the Board may (acting reasonably):

A. permit Project Co to carry out the Temporary Repair proposed by Project Co;

- B. agree the time by which a Permanent Repair must be made; and
- C. agree any reduction to the requirement in respect of the Use Condition which may subsist following the Temporary Repair in respect of any Functional Part affected by the Event until the Permanent Repair is made.

3.2 Except and to the extent agreed by the Board in accordance with paragraph 3.1 of this Part B, if any Functional Part affected by the relevant Event remains or becomes Unavailable by virtue of a breach of any of the Minimum Agreed Availability Conditions at any time after the expiry of the Rectification Time until the Permanent Repair is made a Category D Failure Event or a Category E Failure Event (as the case may be) shall be deemed to have occurred in respect of any relevant Functional Unit and the provisions of paragraph 6 of this Part B shall apply.

3.3 Subject to paragraph 3.2 of this Part B, if the agreed Temporary Repair is effected within the Rectification Time and the Permanent Repair is effected within the period agreed by the Board pursuant to paragraph 3.1 of this Part B no Failure Event will occur and no Failure Event Deduction may be made in respect of the Event.

#### 4 Repeated Rectification and Deemed Category A Failure Events

4.1 Notwithstanding that Project Co completes or appears to have completed a Rectification in respect of an Event within the relevant Rectification Time there shall be deemed to be a Category A Failure Event on:-

4.1.1 the third such Event that arises during the Contract Day; and/or

4.1.2 the fourth such Event which occurs in any consecutive seven day period

provided that each such Event is:-

- A. in connection with the same Service Standards or Performance Parameters set out in Service Level Specification and in respect of the same Functional Area; or
- B. where the Event occurs in the same Functional Unit or different Functional Units within the same Functional Area, the root cause of the Event is substantially the same. .

4.2 If the same such Event occurs more than three times in a Contract Day or more than four times in any consecutive seven day period, a Category A Failure Event shall be deemed to have occurred in respect of each and every Event which has occurred during the Contract Day or during the consecutive seven day period (as the case may be).

#### 5 Tolerance of Category A Failure Events

- 5.1 If a Category A Failure Event occurs (other than a Category A Failure Event which is deemed to occur pursuant to paragraph 4 of this Part B) no Failure Event Deduction may be made in respect of that Category A Failure Event if:-
- 5.1.1 in respect of the Service in which the relevant Category A Failure Event has occurred, the relevant Category A Failure Event and all other Category A Failure Events which have occurred in the Contract Day in respect of that Service do not exceed 2;
  - 5.1.2 in respect of all Services, the relevant Category A Failure Event and all other Category A Failure Events in the Contract Day which have occurred in all Services do not exceed 4;
  - 5.1.3 in respect of the Service in which the relevant Category A Failure Event has occurred, the relevant Category A Failure Event and all other Category A Failure Events which have occurred in that Contract Month do not exceed 30; and
  - 5.1.4 in respect of all Services, the relevant Category A Failure Event and all other Category A Failure Events in the Contract Month which have occurred in all Services do not exceed 35.
- 5.2 If 3 or more Category A Failure Events in respect of an individual Service occur in a Contract Day, a Failure Event Deduction shall be made in respect of each and every Category A Failure Event which shall have occurred for that Service during the Contract Day.
- 5.3 If 31 or more Category A Failure Events in respect of an individual Service occur in a Contract Month, a Failure Event Deduction shall be made in respect of each and every Category A Failure Event which shall have occurred for that Service during the Contract Month.
- 5.4 If 5 or more Category A Failure Events in respect of all Services occur in a Contract Day, a Failure Event Deduction shall be made in respect of each and every Category A Failure Event which shall have occurred during the Contract Day.
- 5.5 If 36 or more Category A Failure Events in respect of all Services occur in a Contract Month, a Failure Event Deduction shall be made in respect of each and every Category A Failure Event which shall have occurred during the Contract Month.
- 5.6 Any Category A Failure Events which have been deemed to have occurred pursuant to paragraph 4 of this Part B shall not be taken into account for the purposes of calculating the number of Category A Failure Events pursuant to this paragraph 5.

## 6 Unavailability

### 6.1 Effect of Unavailability on other deductions

- 6.1.1 Subject to paragraph 6.1.2 of this Part B, if a Category E Failure Event or a Category D Failure Event occurs, until the Category E Failure Event or Category D Failure Event has been rectified, the Failure Event Deduction in respect of the Category E Failure Event or Category D Failure Event shall be the only deduction available to be made in respect of any Functional Unit in which the Category E Failure Event or Category D Failure Event has occurred and no further Failure Event Deduction shall be made for any subsequent Failure Event which may occur during the period until Rectification in the relevant Functional Unit or Functional Area (as the case may be).
- 6.1.2 if a Category D Failure Event occurs, in addition to the Failure Event Deduction in respect of the Category D Failure Event the Board may make further Failure Event Deductions in respect of any subsequent or subsisting Failure Events that are not directly linked to or caused by the relevant Category D Failure Event.
- 6.1.3 The maximum Failure Event Deduction available to be made for any relevant Functional Part in which a Category D Failure Event has occurred in any Contract Day shall be equivalent to the Failure Event Deduction which would have been made had a Category E Failure Event occurred in the relevant Functional Part.

## 6.2 Temporary Alternative Accommodation

- 6.2.1 If a Category D Failure Event or a Category E Failure Event occurs Project Co may offer the Board Temporary Alternative Accommodation by written notice to the Board within 24 hours of the commencement of the relevant Event.

- 6.2.2 The Temporary Alternative Accommodation shall:-

- (i) comply with:
  - (a) the Accessibility Condition;
  - (b) the Safety Condition;
  - (c) the Use Condition;
  - (d) the Prescribed Health Function Condition;
  - (e) the Prescribed Operational Condition;

applicable to any Functional Part which is affected by the relevant Failure Event for which Temporary Alternative Accommodation is offered;

- (ii) be reasonably suitable for the purposes for which the Board used or intended to use the Functional Part which is or has become Unavailable;
- (iii) be a temporary alternative having regard to the facts and the circumstances in existence;

- (iv) be upon terms which are not materially different from the terms upon which the Board occupied the affected Functional Part;
- (v) be accommodation for which the Board is not already paying within the Service Payment or other terms of this Agreement;
- (vi) be acceptable to the Board as being suitable for the Clinical Services having regard to the activities usually carried out at or from the Functional Part which is or has become Unavailable;
- (vii) be supplied with the Services to the standards set out in the Service Level Specification which Project Co would under normal circumstances be providing within the Unavailable Functional Part; and
- (viii) not involve the Board incurring any additional cost or charges in respect of the Temporary Alternative Accommodation including, without limitation, the reasonable costs of any relocation to and from the Temporary Alternative Accommodation.

6.3 The written notice sent by Project Co to the Board pursuant to paragraph 6.2.1 of this Part B shall:-

- 6.3.1 describe the Temporary Alternative Accommodation;
- 6.3.2 invite the Board to inspect the Temporary Alternative Accommodation and shall give the Board reasonable notice of a time and a date when it may do so;
- 6.3.3 set out its proposals regarding the timing and co-ordination of relocation to the Temporary Alternative Accommodation;
- 6.3.4 specify the date (agreed by the Board before the submission of the written notice) by which Project Co reasonably expects the Board to be able to relocate back to the relevant Functional Part (the "Return Date"); and
- 6.3.5 describe the terms upon which the Board shall be entitled to occupy such Temporary Alternative Accommodation including the proposed division of such accommodation into Functional Units and the weighting to be attributed to them for the purposes of the operation of the Payment Mechanism.

6.4 The Board shall notify Project Co in writing of its acceptance or refusal of the proposed Temporary Alternative Accommodation within 24 hours of its inspection of the same.

6.5 The Board shall be able to refuse any proposed Temporary Alternative Accommodation if it is of the opinion (acting reasonably) that such proposed Temporary Alternative Accommodation does not meet the requirements set out in paragraph 6.2 above. If the Board accepts the offer of Temporary Alternative

Accommodation then, without affecting the Board's remedial rights under clause 29 of the Project Agreement, the Board shall not be entitled to vacate the Temporary Alternative Accommodation until the earlier of the Return Date and the date on which the Board is entitled and able to return to and use the Functional Part in accordance with the agreed programme for relocation and re-commissioning referred to in paragraph 6.9 below.

- 6.6 For the avoidance of doubt, the Board's rights under clause 29 (Monitoring of Performance) of the Project Agreement shall not be affected by the acceptance by the Board of the Temporary Alternative Accommodation.
- 6.7 If the Board accepts Project Co's offer of Temporary Alternative Accommodation, no further Failure Event Deductions shall be made in respect of the Functional Part vacated by the Board while the Temporary Alternative Accommodation is being used by the Board.
- 6.8 The Board shall be entitled to award Service Failure Points and make Failure Event Deductions in respect of any Failure Event which occurs in the Temporary Alternative Accommodation as if the Temporary Alternative Accommodation was the Functional Part which it replaced and the Failure Event Deduction shall be calculated using the weighting attributed by the Board pursuant to paragraph 6.3.5 of this Part B.
- 6.9 When Project Co has completed the required works to enable the Board to return to the Functional Part the Board Representative shall confirm that the Availability Conditions for the Functional Part are met and the Board Representative and Project Co shall agree a relocation programme to return to the Functional Part and any necessary Re-Commissioning Period.
- 6.10 Where the Board has accepted the proposed Temporary Alternative Accommodation pursuant to paragraph 6.4, in the event that Project Co fails to complete the works to enable the Board to return to the relevant Functional Part on the Return Date the Board may, in its absolute discretion, vacate the Temporary Accommodation at any time after the Return Date or remain in occupation. In such circumstances:
  - 6.10.1 Where the Board, in its discretion, remains in occupation of the Temporary Alternative Accommodation following the Return Date there shall be deemed to be a Category D Failure Event in the Temporary Alternative Accommodation occurring on the Return Date and the Board shall levy 50% of the Failure Event Deduction which would have been levied in respect of that Category D Failure Event for each Contract Day on which the Board occupies the Temporary Alternative Accommodation thereafter until the date on which the Failure Event referred to in paragraph 6.2.1 above has been rectified and the Board is able to resume its use of the Functional Part.
  - 6.10.2 Where the Board, in its discretion, vacates the Temporary Alternative Accommodation following the Return Date, there shall be deemed to be a Category E Failure Event in the Temporary Alternative Accommodation

occurring on each Contract Day on which the Board is not in occupation of the Temporary Alternative Accommodation until the date on which the Failure Event referred to in paragraph 6.2.1 above has been rectified and the Board is able to resume its use of the Functional Part.

- 6.11 The Board shall specify a date ("the Long Stop Return Date"), being a date no earlier than the Return Date, by which the Rectification shall be completed and if Project Co fails to complete the Rectification of the Functional Part for which the Temporary Alternative Accommodation is a replacement by the Long-Stop Return Date the following shall apply:

6.11.1 the Board may (without prejudice to its rights under clause 44 of the Project Agreement (*Project Co Events of Default*) or any other express rights of the Board under the Project Agreement) take such steps as it considers to be appropriate (either itself or by engaging others to take such steps) to restore any Functional Part for which the Temporary Alternative Accommodation is a replacement to a condition which satisfies in all respects the requirements of the Service Level Specifications.

6.11.2 Project Co shall reimburse the Board for all reasonable costs, losses, expenses or damages incurred by the Board in relation to taking the steps, or engaging others to take the steps, referred to in paragraph 6.11.1 above and the Board shall be entitled to deduct any such amount from any amounts payable to Project Co under the provisions of the Project Agreement.



**PART C**  
**REVIEW OF WEIGHTINGS**

**1 Failure Events**

- 1.1.1 The identification of Functional Areas, Functional Units, Service Response Times, Rectification Times, Area Weighting Percentages, Unit Weighting Percentages and Failure Event Deduction Percentages shall be reviewed at any time but at least once in every Contract Year by the Board and Project Co if requested by either party and the Board and Project Co shall act reasonably and diligently in carrying out the review.
- 1.1.2 The Board and Project Co may in respect of each matter the subject of the review either:-
- (a) agree that the status of the relevant matter shall continue to apply unchanged in the Contract Year immediately following the review; or
  - (b) agree adjustments to the relevant matter to take effect in the Contract Year immediately following the review.
- 1.1.3 Any agreed adjustment pursuant to a review shall be effective from the commencement of the Contract Year immediately following the relevant review carried out in accordance with paragraph 1.1.1 of this Part C.

**2 Quality Failures**

- 2.1.1 The Service Weighting Percentages and the Quality Failure Category Percentages shall be reviewed at any time but at least once in every Contract Year by the Board and Project Co if requested by either party and the Board and Project Co shall act reasonably and diligently in carrying out the review.
- 2.1.2 The Board and Project Co shall in respect of each Service and each Quality Failure Category either:-
- A. agree that the relevant percentage figure applicable at the date of the review shall continue to apply in the Contract Year immediately following the review; or
  - B. agree adjustments to the relevant percentage figure to take effect in the Contract Year immediately following the review.
- 2.1.3 Any agreed or determined adjustment pursuant to a review shall be effective from the commencement of the Contract Year immediately following the review carried out in accordance with paragraph 2.1.1 of this Part C.

**PART D**  
**FAILURE BY PROJECT CO TO MONITOR OR REPORT**

- 1 Subject to paragraphs 2 to 5 inclusive of this Part D, the Performance Monitoring Report produced by Project Co for any Contract Month shall be the source of the factual information regarding the performance of the Services for the relevant Contract Month for the purposes of calculating the relevant Service Payment, the number of Service Failure Points awarded and the number of Warning Notices awarded.
- 2 If there shall be any error or omission in the Performance Monitoring Report for any Contract Month Project Co and the Board shall agree the amendment to the Performance Monitoring Report or, failing agreement within 30 days of notification of the error or omission which shall not be made more than 2 calendar months following the relevant Performance Monitoring Report except in the circumstances referred to in paragraph 8 of this Part D either party may refer the matter to the Fast Track Dispute Resolution Procedure.
- 3 If Project Co fails to monitor or accurately to report an Event, Failure Event or a Service Request then, without prejudice to the deduction to be made in respect of the relevant Failure Event (if any), the failure to monitor or report the Event, Failure Event or Service Request shall be deemed to be a new Low Priority Quality Failure, unless the circumstances set out in paragraph 8 of this Part D apply, in which case there shall be deemed to be a new High Priority Quality Failure.
- 4 Where Project Co fails to monitor or accurately to report a Quality Failure there shall be deemed to be a new Low Priority Quality Failure, unless the circumstances set out in paragraph 8 of this Part D apply, in which case there shall be deemed to be a new High Priority Quality Failure.
- 5 Where Project Co fails to monitor or accurately to report a Failure Event or a Quality Failure in the circumstances referred to in paragraph 8 of this Part D, for the purposes of paragraph 1 of Part 1 of the Schedule Part 25 (*Record Provisions*) the Board shall be deemed to have reasonable cause to require that Project Co shall make available to the Board for inspection such of the records referred to in Part 2 of the Schedule Part 25 as the Board may specify.
- 6 Project Co shall upon submission of a valid invoice pay to the Board a sum equal to the costs reasonably incurred by the Board in carrying out any inspection and investigation of records made available pursuant to paragraph 5 above.
- 7 In the event that the Board's inspection or investigation of records made available pursuant to paragraph 5 above reveals any further matters of the type referred to in paragraphs 3 and 4 above, those matters shall be dealt with in accordance with paragraph 3 or 4 as appropriate and the Board shall, in addition, be entitled to make deductions in respect of any Failure Events or Quality Failures in the manner prescribed in part 2 of this Schedule Part 18. Any such deductions shall be made from the Service Payment payable in respect of the Contract Month in which the relevant matters were revealed by the Board's investigations or, to the extent that the Board is unable to make any further deductions from the Service Payment in respect of that Contract Month by virtue of paragraph 1.4 of

part 2 of this Schedule Part 18, may be carried forward and deducted from Service Payments due in respect of subsequent Contract Months.

- 8 For the purposes of paragraphs 2, 3, 4 and 5 of this Part D the relevant circumstances are:-
- 8.1 fraudulent action or inaction; or
  - 8.2 deliberate misrepresentation; or
  - 8.3 gross misconduct or incompetence in each case on the part of Project Co or a Project Co Party.
- 9 For the purposes of calculating the amount of any deduction to be made under paragraph 1 of Part A of Part 2 of this Schedule in respect of any Quality Failure arising under paragraphs 3 or 4 of this part D:
- 9.1 "SW" shall be the same Service Weighting Percentage as that which applies to the Service, the performance of which gave rise to the Failure Event or Quality Failure which Project Co has failed to report. If no such service can be identified, the relevant Service Weighting Percentage shall be deemed to be 2%: and
  - 9.2 "R" shall be deemed to be 30 days.
- 10 The provisions of this Part D shall be without prejudice to any rights of the Board in the Project Agreement pursuant to clause 29 (*Monitoring of Performance*) clause 44 (*Project Co Events of Default*) and clause 54 (*Corrupt Gifts and Payments*).

**SCHEDULE PART 18**  
**Part 3: Utilities**

- 1.1 ProjectCo shall use all reasonable endeavours throughout the Operational Terms to obtain an agreement in principle for the supply of gas, electricity and water and any other form of utility, energy or fuel required from time to time at the Facilities ("Utilities") to permit the Board to enter into a contract for each relevant Utility. This obligation shall include without limitation:

1.1.1 the selection of the potential supplier of the relevant Utility; and

1.1.2 obtaining offers open for acceptance for such suppliers (on a tariff which does not allow the supplier of the relevant Utility to interrupt supplies ("Applicable Tariff")) at the lowest cost available to Project Co from a reputable supplier of the relevant Utility;

ProjectCo shall operate a high-quality procurement process capable of demonstrating that competitive offers have been obtained from the market.

- 1.2 Not less than 20 Business Days prior to the Actual Completion Date and subsequently not less than 20 Business Days prior to the date upon which each contract for the supply of the relevant Utilities falls due for renewal, Project Co will notify the Board of the following information in respect of each Utility:

1.2.1 its recommended supplier of the relevant Utility;

1.2.2 the recommended Applicable Tariff, including tariff structure( if applicable);

1.2.3 the minimum term of the Utility Contract; and

1.2.4 the latest date at which the Utility contract must either terminate or be open to termination at the option of the purchaser of the Utility without penalty.

- 1.3 Project Co will measure and monitor consumption of the Utilities and report the results to the Board. The relevant procedures will be developed to the Board's satisfaction (acting reasonably) as the Facility nears the Operational Term.

- 1.4 The Board shall forward the invoices from the supplier(s) of the relevant Utilities in respect of consumption of the relevant Utilities at the Facilities. ProjectCo shall review such invoices and prepare an accompanying statement to confirm that the amount of the relevant Utility consumed and the tariff applicable thereto has been verified by or on behalf of Project Co or advising of any discrepancies which ProjectCo considers exist. Such accompanying statement shall be delivered by ProjectCo to the Board within 10 Business Days of the delivering of the relevant invoice to ProjectCo.

**SCHEDULE PART 18**  
**Part 4: Service Failure Points**

**1 Service Failure Points**

Service Failure Points shall be awarded for every Failure Event and every Quality Failure deemed or actual which occur during the Project Term unless such Service Failures are disregarded pursuant to paragraph 1.2 of Part A of Part 2 and paragraph 5 of Part B of Part 2 of this Schedule Part 18 (Tolerance of Category A Failure Events) and further disregarding any Failure Event or Quality Failure which is attributable to the occurrence of a Relief Event or an event of Force Majeure.

**1.1 Service Failure Points and Failure Events**

**1.1.1** The number of Service Failure Points awarded in respect of each Failure Event shall be calculated by multiplying:

- A. the number of Service Failure Points attributable to the Failure Event Category allocated to the relevant Failure Event as set out in column 3 of the Table in Appendix C;
- B. the number of Affected Sessions in respect of the relevant Failure Event as determined pursuant to paragraph 2.3 of Part B of Part 2 of this Schedule Part 18; and
- C. the number of Functional Areas affected by the relevant Failure Event.

**1.2 Service Failure Points and Quality Failures**

**1.2.1** The number of Service Failure Points which shall be awarded in respect of each Quality Failure shall be the number of Service Failure Points attributable to the Quality Failure Category allocated to the Quality Failure as set out in column 3 of the Table in Appendix B.

**1.2.2** Where the Performance Monitoring Period referable to the Quality Failure in question is a period which begins in a Contract Month and expires in another, the Service Failure Points to be awarded in respect of such Quality Failure shall be included in the total number of Service Failure Points for the Contract Month during which the Quality Failure occurred comes to an end; or

**1.2.3** where the Performance Monitoring Period referable to the Quality Failure in question is a period which begins and ends on the first and last day of a Contract Month or is a period which is wholly contained within the Contract Month or where no specific Performance Monitoring Period is referable to the Quality Failure in Question, the Service Failure Points to be awarded in respect of such Quality Failure shall be included in the total number of Service Failure Points for that Contract Month.

### 1.3 Total Monthly Service Failure Points

Project Co shall calculate:

- 1.3.1 the total number of Service Failure Points awarded to each Service provided by the individual Service Providers in each Contract Month; and
- 1.3.2 the sum total of all Service Failure Points awarded across all Services provided by all Service Providers in each Contract Month.

### 1.4 New Service Providers

- 1.4.1 Subject to the operation of paragraph 1.1.7 of Part A of Part 2 of Schedule Part 18 and paragraph 1.1.9 of Part A of Part 2 of Schedule Part 18 no abatement of the award of Service Failure Points shall be allowed to a New Service Provider in respect of any "bedding-in" period.
- 1.4.2 Without prejudice to paragraph 1.4.3 of this Part 4 Service Failure Points awarded to a Service Provider which has been replaced by a new Service Provider shall not be taken into account in calculating the total number of Service Failure Points of the new Service Provider in any Contract Month pursuant to paragraph 1.3.1 of this Part 4.
- 1.4.3 Service Failure Points which have been awarded to a Service Provider which has been replaced shall not be deducted from the total number of Service Failure Points awarded in respect of all Services in any relevant Contract Month.
- 1.4.4 In circumstances where Project Co is required to replace a Service Provided by the Board in terms of Clause 44.6 of the Project Agreement, any Service Failure Points awarded to Project Co in that Service shall not be taken into account in calculating the total number of Service Failure Points of either the new Service Provider or Project Co in any relevant Contract Month.

**APPENDIX A**  
**Service Weightings (SW)**

Service	Service Weighting (%)
Estates	8
General	2
Grounds and Gardens	2
Pest Control	1
Help Desk	3
Energy	3



**APPENDIX B**  
**Quality Failure Categories**

<b>Quality Failure Category</b>	<b>Deduction Category DP(QF)</b>	<b>SFPs</b>
High Priority	2.0%	20
Medium Priority	1.5%	6
Low Priority	1.0%	2

**APPENDIX C**  
**Failure Event Categories**

<b>Failure Event Category</b>	<b>Description</b>	<b>SFPs</b>	<b>Percentage Deduction</b>
A Routine	Repeated Rectification (see paragraph 4 of part B of this Schedule Part 18)	1	5%
B Important	Failure to Rectify in time allowed - but not likely to impact on the continuity or quality of the Board's delivery of Clinical Services	2	10%
C Major	Failure to Rectify in time allowed - will impact on the Board's delivery of clinical Services but doesn't breach Availability Conditions	6	30%
D Unavailable and Used	Failure Event which renders a Functional Unit/Area Unavailable but where the Board continues to use the affected Unit/Area	20	50%
E Unavailable and Not Used	Failure which renders a Functional Unit/Area Unavailable where the Board ceases to use the affected Unit/Area	20	100%

**APPENDIX D**  
**Functional Area Weightings**

<b>Summary</b>			
<b>Ref</b>	<b>Building</b>	<b>Category</b>	<b>Area Weighting</b>
01	Reception	M	10.13%
02	Administration	L	8.37%
03	12-Bed Low Secure - South	M	29.96%
04	6-Bed Low Secure - Female	M	18.94%
05	12-Bed Low Secure - North	M	29.30%
06	4-Bed Learning Disability Unit	H	22.47%
07	10-Bed Admissions Unit	H	40.97%
08	12-Bed Rehab Unit - North	H	44.60%
09	Recreation Unit	L	4.07%
10	12-Bed Rehab Unit - South	H	44.93%
11	6-Bed Intensive Care Unit	VH	43.61%
12	Courtyards and External Areas	H	2.64%
			<b>300.00%</b>

Key to area category / unit classification:

VH = Very High

H = High

M = Medium

L = Low

**Building 01**  
**Reception**

Ref	Room	Quantity	Area Category	Unit Category	Unit Weighting
1.01	ENTRANCE SECURITY LOBBY	1.0	M	M	4.35%
1.02	WAITING ROOM / ENTRANCE FOYER	1.0	M	M	4.35%
1.03	WAITING ROOM TOILET	0.0	M	M	0.00%
1.04	DISABLED TOILET	1.0	M	M	4.35%
1.05	BABY CHANGE / (WC)	1.0	M	L	2.17%
1.06	CONTROL ROOM	1.0	M	VH	9.78%
1.07	CONTROL STAFF ROOM	1.0	M	M	4.35%
1.08	CONTROL STAFF TOILET	1.0	M	M	4.35%
1.09	VISITOR / FAMILY MEETING ROOM	1.0	M	M	4.35%
1.10	MEETING ROOM TOILET	0.0	M	M	0.00%
1.11	INTERVIEW ROOM / GROUP ROOM	0.0	M	M	0.00%
1.12	DSR	1.0	M	M	4.35%
1.13	ENTRANCE SECURITY LOBBY (LOW SECURE AREA)	circulation			
	INNER SEARCH LOBBY (LOW SECURE AREA)	1.0	M	H	6.52%
	RECEPTION	1.0	M	H	6.52%
1.14	ENTRANCE SECURITY LOBBY (MEDIUM SECURE AREA)	1.0	M	H	6.52%
	INNER SEARCH LOBBY (MEDIUM SECURE AREA)	1.0	M	H	6.52%
1.15	VEHICLE ACCESS	1.0	M	VH	9.78%
1.16	SAFE ROOM	1.0	M	M	4.35%
1.17	STORE 1 (SMALL) (Clean Linen )	1.0	M	L	2.17%
1.18	STORE 2 (LARGE) (Food Store)	1.0	M	L	2.17%
1.19	JUNIOR DOCTOR ON-CALL SUITE comprising	0.0	M	H	0.00%
	Entrance	0.0	M	H	0.00%
	Living/Dining/Kitchen	0.0	M	H	0.00%
	Bedroom	0.0	M	H	0.00%
	On-suite Shower Room	0.0	M	H	0.00%
1.20	DIRTY LINEN BAY	1.0	M	M	4.35%
1.21	TROLLEY WASH	1.0	M	L	2.17%
1.22	RECEPTION STAFF ROOM	1.0	M	M	4.35%
1.23	RECEPTION STAFF TOILET	1.0	M	L	2.17%
	ELECTRICAL CUPBOARD	0.0			
	ELECTRICAL CUPBOARD	0.0			
	<b>Reception Net Total</b>	<b>21.0</b>			<b>100.00%</b>

**Building 02 - Administration**

Ref	Room	Quantity	Area Category	Unit Category	Unit Weighting
2.01	ENTRANCE SECURITY LOBBY	0.0	L	H	0.00%
2.02	CONFERENCE + TRAINING ROOM	1.0	L	H	3.95%
2.03	STAFF LIBRARY	1.0	L	M	2.63%
2.04	CLINICAL DIRECTOR	1.0	L	H	3.95%
2.05	CLINICAL MANAGER'S OFFICE	1.0	L	H	3.95%
2.06	BUSINESS MANAGER'S OFFICE	1.0	L	H	3.95%
2.07	ADMINISTRATORS' OFFICE	1.0	L	M	2.63%
2.08	SECRETARIES' OFFICE	2.0	L	M	5.26%
2.09	HEAD OF PSYCHOLOGY	1.0	L	H	3.95%
2.10	CONSULTANT PSYCHOLOGIST'S OFFICE	1.0	L	M	2.63%
2.11	CONSULTANT PSYCHOLOGIST'S OFFICE	1.0	L	M	2.63%
2.12	CONSULTANT PSYCHOLOGIST'S OFFICE	1.0	L	M	2.63%
2.13	PSYCHOLOGIST'S OFFICE	2.0	L	M	5.26%
2.14	TRAINEE PSYCHOLOGISTS' OFFICE	1.0	L	L	1.32%
2.15	HEAD OF OCCUPATIONAL THERAPY	1.0	L	H	3.95%
2.16	OCCUPATIONAL THERAPY ROOM	2.0	L	M	5.26%
2.17	CONSULTANT'S OFFICE	6.0	L	M	15.79%
2.18	SPECIALIST REGISTRARS' OFFICE	1.0	L	M	2.63%
2.19	COMMUNITY PSYCHIATRIC NURSE	1.0	L	L	1.32%
2.20	SENIOR NURSE	2.0	L	M	5.26%
2.21	SOCIAL WORK OFFICE	1.0	L	M	2.63%
2.22	STATIONERY STORE	1.0	L	L	1.32%
2.23	PHOTOCOPY ROOM	0.0	L	L	0.00%
2.24	MEDICAL RECORDS	1.0	L	M	2.63%
2.25	MALE TOILETS	1.0	L	L	1.32%
2.26	FEMALE TOILETS	1.0	L	L	1.32%
2.27	DISABLED TOILET	1.0	L	M	2.63%
2.28	STAFF ROOM / KITCHEN	1.0	L	M	2.63%
2.29	DSR	1.0	L	L	1.32%
	UNISEX SHOWER	1.0	L	L	1.32%
2.30	FACILITIES MANAGEMENT OFFICE	0.0	L	L	0.00%
2.31	FACILITIES MANAGEMENT INTERNAL STORE	0.0	L	L	0.00%
2.32	IT ROOM	1.0	L	M	2.63%
2.33	SOFT FM STORE	1.0	L	L	1.32%
	PLANT ROOM	0.0	L	L	0.00%
	ELECTRICAL CUPBOARD	0.0			
	<b>Administration Total</b>	<b>39.0</b>			<b>100.00%</b>

**Building 03**  
**Low Secure Unit - South**

Ref	Room	Quantity	Area Category	Unit Category	Unit Weighting
3.01	SINGLE BEDROOM	11.0	M	VH	36.40%
	Single Bedroom Disabled size	1.0	M	VH	3.31%
	SINGLE BEDROOM EN-SUITE TOILET / SHOWER	11.0	M	H	24.26%
	Ensuite Disabled	1.0	M	H	2.21%
3.02	ACTIVITY OT / GAMES SPACE	1.0	M	H	2.21%
3.03	NON-SMOKING DAY SPACE	0.0	M	M	0.00%
	DAY SPACE STORE	1.0	M	M	1.47%
3.04	SMOKING DAY ROOM	1.0	M	M	1.47%
3.05	THERAPY KITCHEN	1.0	M	M	1.47%
3.06	DINING AREA	1.0	M	H	2.21%
3.07	SERVERY	1.0	M	M	1.47%
3.08	NIGHT STATION + DUTY ROOM	1.0	M	M	1.47%
3.09	BATHROOM	1.0	M	M	1.47%
3.10	DAY TOILET	1.0	M	M	1.47%
3.11	DAY SHOWER ROOM	0.0	M	L	0.00%
3.12	WARD MANAGER / INTERVIEW ROOM	1.0	M	L	0.74%
3.13	INTERVIEW ROOM / GROUP ROOM	1.0	M	L	0.74%
3.14	DISPOSAL (DIRTY LINEN/DOMESTIC WASTE/CLINICAL WASTE)	1.0	M	L	0.74%
3.15	TREATMENT	1.0	M	H	2.21%
3.16	STAFF LOCKER ROOM	1.0	M	M	1.47%
3.17	STAFF SHOWER / TOILET SUITE	0.0	M	M	0.00%
3.18	LINEN STORE	1.0	M	L	0.74%
3.19	LAUNDRY	1.0	M	L	0.74%
3.20	STORE	1.0	M	L	0.74%
3.21	PATIENTS' PROPERTY STORE	9.0	M	L	6.62%
3.22	DSR	1.0	M	L	0.74%
3.23	JUNIOR DOCTOR	1.0	M	L	0.74%
3.24	PANTRY	1.0	M	L	0.74%
3.25	SMOKING RM (NIGHT)	1.0	M	L	0.74%
3.26	WC (Tribunal)	1.0	M	M	0.74%
3.23	PLANT ROOM	0.0	M	L	0.00%
	SERVICE ACCESS	1.0	M	L	0.74%
	ELECTRICAL CUPBOARD	0.0			
	<b>Low Secure (South) Total</b>	<b>56.0</b>			<b>100.00%</b>

**Building 04**  
**Low Secure Unit - Female**

Ref	Room	Quantity	Area Category	Unit Category	Unit Weighting
4.01	SINGLE BEDROOM	5.0	M	VH	26.16%
	Single Bedroom Disabled	1.0	M	VH	5.23%
	Single Bedroom Disabled size ensuite	1.0	M	H	3.49%
	SINGLE BEDROOM EN-SUITE TOILET / SHOWER	5.0	M	H	17.44%
4.02	ACTIVITY OT / GAMES SPACE	1.0	M	H	3.49%
4.03	NON-SMOKING DAY SPACE	1.0	M	M	2.33%
4.04	SMOKING DAY ROOM	1.0	M	M	2.33%
4.05	THERAPY KITCHEN	1.0	M	M	2.33%
4.06	DINING AREA	1.0	M	H	3.49%
4.07	SERVERY	1.0	M	M	2.33%
4.08	NIGHT STATION + DUTY ROOM	1.0	M	M	2.33%
4.09	BATHROOM	1.0	M	M	2.33%
4.10	DAY TOILET	1.0	M	M	2.33%
4.11	DAY SHOWER ROOM	0.0	M	L	0.00%
4.12	WARD MANAGER / INTERVIEW ROOM	1.0	M	L	1.16%
4.13	INTERVIEW ROOM / GROUP ROOM	1.0	M	L	1.16%
4.14	DISPOSAL (DIRTY LINEN/DOMESTIC WASTE/CLINICAL WASTE)	1.0	M	L	1.16%
4.15	TREATMENT	1.0	M	H	3.49%
4.16	STAFF LOCKER ROOM	1.0	M	M	2.33%
4.17	STAFF SHOWER / TOILET SUITE	0.0	M	M	0.00%
4.18	LINEN STORE	1.0	M	L	1.16%
4.19	LAUNDRY	1.0	M	L	1.16%
4.20	STORE	1.0	M	L	1.16%
4.21	PATIENTS' PROPERTY STORE	4.0	M	L	4.65%
4.22	DSR	1.0	M	L	1.16%
4.23	JUNIOR DOCTOR	1.0	M	M	2.33%
4.24	PANTRY	1.0	M	L	1.16%
4.25	SMOKING RM (Day)	1.0	M	L	1.16%
4.23	PLANT ROOM	0.0	M	L	0.00%
	SERVICE ACCESS	1.0	M	L	1.16%
	ELECTRICAL CUPBOARD	0.0			
	<b>Low Secure (Female) Total</b>	<b>38.0</b>			<b>100.00%</b>

**Building 05****Low Secure Unit - North**

Ref	Room	Quantity	Area Category	Unit Category	Unit Weighting
5.01	SINGLE BEDROOM	12.0	M	VH	40.60%
	SINGLE BEDROOM EN-SUITE TOILET / SHOWER	12.0	M	H	27.07%
5.02	ACTIVITY OT / GAMES SPACE	1.0	M	H	2.26%
	ACTIVITY STORE	0.0	M	M	0.00%
5.03	NON-SMOKING DAY SPACE	1.0	M	M	1.50%
5.04	SMOKING DAY ROOM	1.0	M	M	1.50%
5.05	THERAPY KITCHEN	1.0	M	M	1.50%
5.06	DINING AREA	1.0	M	H	2.26%
5.07	SERVERY	1.0	M	M	1.50%
5.08	NIGHT STATION + DUTY ROOM	1.0	M	M	1.50%
5.09	BATHROOM	1.0	M	M	1.50%
5.10	DAY TOILET	1.0	M	M	1.50%
5.11	DAY SHOWER ROOM	0.0	M	L	0.00%
5.12	WARD MANAGER / INTERVIEW ROOM	1.0	M	L	0.75%
5.13	INTERVIEW ROOM / GROUP ROOM	1.0	M	L	0.75%
5.14	DISPOSAL (DIRTY LINEN/DOMESTIC WASTE/CLINICAL WASTE)	1.0	M	L	0.75%
5.15	TREATMENT	1.0	M	H	2.26%
5.16	STAFF LOCKER ROOM	1.0	M	M	1.50%
5.17	STAFF SHOWER / TOILET SUITE	0.0	M	M	0.00%
5.18	LINEN STORE	1.0	M	L	0.75%
5.19	LAUNDRY	1.0	M	L	0.75%
5.20	STORE	1.0	M	L	0.75%
5.21	PATIENTS' PROPERTY STORE	7.0	M	L	5.26%
5.22	DSR	1.0	M	L	0.75%
5.23	JUNIOR DOCTOR	1.0	M	L	0.75%
5.24	PANTRY	1.0	M	L	0.75%
5.25	SMOKING NIGHT ROOM	1.0	M	L	0.75%
5.23	PLANT ROOM	0.0	M	L	0.00%
	SERVICE ACCESS	1.0	M	L	0.75%
	ELECTRICAL ROOM	0.0			
	<b>Low Secure (North) Total</b>	<b>53.0</b>			<b>100.00%</b>



**Building 06**  
**Learning Disabilities**

Ref	Room	Quantity	Area Category	Unit Category	Unit Weighting
6.01	SINGLE BEDROOM EN-SUITE TOILET / SHOWER	4.0	H	H	17.65%
	SINGLE BEDROOM	4.0	H	VH	26.47%
6.02	ACTIVITY OT / GAMES SPACE	1.0	H	H	4.41%
6.03	NON-SMOKING DAY SPACE	1.0	H	M	2.94%
6.04	SMOKING DAY ROOM	1.0	H	M	2.94%
6.05	THERAPY KITCHEN	1.0	H	M	2.94%
6.06	DINING AREA	1.0	H	H	4.41%
6.07	SERVERY	1.0	H	M	2.94%
6.08	NIGHT STATION + DUTY ROOM	1.0	H	M	2.94%
6.09	BATHROOM	1.0	H	M	2.94%
6.10	DAY TOILET	1.0	H	M	2.94%
6.11	DAY SHOWER ROOM	0.0	H	L	0.00%
6.12	WARD MANAGER / INTERVIEW ROOM	1.0	H	L	1.47%
6.13	INTERVIEW ROOM / GROUP ROOM	1.0	H	M	2.94%
6.14	DISPOSAL (DIRTY LINEN/DOMESTIC WASTE/CLINICAL WASTE)	1.0	H	L	1.47%
6.15	TREATMENT	1.0	H	H	4.41%
6.16	STAFF LOCKER ROOM	1.0	H	M	2.94%
6.17	STAFF SHOWER / TOILET SUITE	0.0	H	M	0.00%
6.18	JUNIOR DOCTORS OFFICE / INTERVIEW	1.0	H	L	1.47%
6.19	LINEN STORE	1.0	H	L	1.47%
6.20	LAUNDRY	1.0	H	L	1.47%
6.21	STORE	1.0	H	L	1.47%
6.22	PATIENTS' PROPERTY STORE	2.0	H	L	2.94%
6.23	DSR	1.0	H	L	1.47%
6.24	PANTRY	1.0	H	L	1.47%
6.25	SMOKING RM(NIGHT)	1.0	H	L	1.47%
6.24	PLANT ROOM	0.0	H	L	0.00%
	ELECTRICAL CUPBOARD	0.0			
	<b>Learning Disabilities Total</b>	<b>31.0</b>			<b>100.00%</b>

**Building 07**  
**Admissions Unit**

Ref	Room	Quantity	Area Category	Unit Category	Unit Weighting
7.01	SINGLE BEDROOM	10.0	H	VH	36.29%
	SINGLE BEDROOM EN-SUITE TOILET / SHOWER	10.0	H	H	24.19%
7.02	ACTIVITY OT / GAMES SPACE	1.0	H	H	2.42%
	ACTIVITY STORE	0.0	H	H	0.00%
7.03	NON-SMOKING DAY SPACE	1.0	H	M	1.61%
7.04	SMOKING DAY ROOM	1.0	H	M	1.61%
7.05	QUIET ROOM	1.0	H	H	2.42%
	QUIET ROOM WITH EN-SUITE TOILET	0.0	H	M	0.00%
7.06	THERAPY KITCHEN	1.0	H	M	1.61%
7.07	DINING AREA	1.0	H	H	2.42%
7.08	SERVERY	1.0	H	M	1.61%
7.09	NIGHT STATION + DUTY ROOM	1.0	H	M	1.61%
7.10	BATHROOM	1.0	H	M	1.61%
7.11	DAY TOILET	1.0	H	M	1.61%
7.12	DAY SHOWER ROOM	0.0	H	L	0.00%
7.13	WARD MANAGER / INTERVIEW ROOM	1.0	H	L	0.81%
7.14	JUNIOR DOCTORS OFFICE / INTERVIEW	1.0	H	L	0.81%
7.15	INTERVIEW ROOM / GROUP ROOM	1.0	H	M	1.61%
7.16	DISPOSAL (DIRTY LINEN/DOMESTIC WASTE/CLINICAL WASTE)	1.0	H	L	0.81%
7.17	TREATMENT	1.0	H	H	2.42%
7.18	STAFF LOCKER ROOM	1.0	H	M	1.61%
7.19	STAFF SHOWER / TOILET SUITE	0.0	H	M	0.00%
7.20	DSR	1.0	H	L	0.81%
7.21	LINEN STORE	1.0	H	L	0.81%
7.22	LAUNDRY	1.0	H	L	0.81%
7.23	STORE	1.0	H	L	0.81%
7.24	PATIENTS' PROPERTY STORE	7.0	H	L	5.65%
7.25	PANTRY	1.0	H	L	0.81%
7.26	SMOKING RM(NIGHT)	1.0	H	L	0.81%
7.25	PLANT ROOM	0.0	H	L	0.00%
7.27	WC (Tribunal)	1.0	H	M	1.61%
	SERVICE ACCESS	1.0	H	L	0.81%
	ELECTRICAL CUPBOARD	0.0			
	<b>Admissions Net Total</b>	<b>51.0</b>			<b>100.00%</b>

**Building 08**  
**12-Bed Rehab Unit - North**

Ref	Room	Quantity	Area Category	Unit Category	Unit Weighting
8.01	SINGLE BEDROOM	12.0	H	VH	40.00%
	SINGLE BEDROOM EN-SUITE TOILET / SHOWER	12.0	H	H	26.67%
8.02	ACTIVITY OT / GAMES SPACE	1.0	H	H	2.22%
	ACTIVITY STORE	0.0	H	M	0.00%
8.03	NON-SMOKING DAY SPACE	1.0	H	M	1.48%
8.04	SMOKING DAY ROOM	1.0	H	M	1.48%
8.05	THERAPY KITCHEN	1.0	H	M	1.48%
8.06	DINING AREA	1.0	H	H	2.22%
8.07	SERVERY	1.0	H	M	1.48%
8.08	NIGHT STATION + DUTY ROOM	1.0	H	M	1.48%
8.09	BATHROOM	1.0	H	M	1.48%
8.10	DAY TOILET	1.0	H	M	1.48%
8.11	DAY SHOWER ROOM	0.0	H	L	0.00%
8.12	WARD MANAGER / INTERVIEW ROOM	1.0	H	L	0.74%
8.13	JUNIOR DOCTORS OFFICE / INTERVIEW	1.0	H	L	0.74%
8.14	INTERVIEW ROOM / GROUP ROOM	1.0	H	M	1.48%
8.15	DISPOSAL (DIRTY LINEN/DOMESTIC WASTE/CLINICAL WASTE)	1.0	H	L	0.74%
8.16	TREATMENT	1.0	H	H	2.22%
8.17	STAFF LOCKER ROOM	1.0	H	M	1.48%
8.18	STAFF SHOWER / TOILET SUITE	0.0	H	M	0.00%
8.19	LINEN STORE	1.0	H	L	0.74%
8.20	LAUNDRY	1.0	H	L	0.74%
8.21	STORE	1.0	H	L	0.74%
8.22	PATIENTS' PROPERTY STORE	8.0	H	L	5.93%
8.23	DSR	1.0	H	L	0.74%
8.24	PANTRY	1.0	H	L	0.74%
8.25	SMOKING RM(NIGHT)	1.0	H	L	0.74%
8.24	PLANT ROOM	0.0	H	L	0.00%
	SERVICE ACCESS	1.0	H	L	0.74%
	ELECTRICAL CUPBOARD	0.0			
	<b>Rehab (North) Total</b>	<b>54.0</b>			<b>100.00%</b>

**Building 09**  
**Recreation Unit**

Ref	Room	Quantity	Area Category	Unit Category	Unit Weighting
9.01	ENTRANCE SECURITY LOBBY	1.0	L	M	5.41%
9.02	EDUCATION CENTRE / MUSIC ROOM	1.0	L	H	8.11%
9.03	METAL + WOOD WORKSHOP	1.0	L	H	8.11%
	Wood workshop/ Art & Pottery Room	omitted			
9.04	WORKSHOP STORE	0.0	L	H	0.00%
9.05	ART + POTTERY ROOM	1.0	L	H	8.11%
9.06	ART STORE	1.0	L	L	2.70%
9.07	GROUP ROOM	1.0	L	H	8.11%
9.08	THERAPY KITCHEN	1.0	L	M	5.41%
9.09	THERAPY ROOM	0.0	L	H	0.00%
9.10	THERAPY STORE	0.0	L	M	0.00%
9.11	DARK ROOM	0.0	L	M	0.00%
9.12	GAMES AREA	0.0	L	M	0.00%
9.13	GAMES STORE	1.0	L	L	2.70%
9.14	CAFÉ	1.0	L	L	2.70%
9.15	SHOP	1.0	L	M	5.41%
9.16	GYM	1.0	L	H	8.11%
	GYM STORE	omitted			
	CHAPEL - MULTI-FAITH	1.0	L	M	5.41%
9.17	SPORTS HALL STORE	0.0	L	L	0.00%
9.18	SPORTS HALL	1.0	L	H	8.11%
9.19	MALE CHANGING	0.0	L	M	0.00%
9.20	FEMALE CHANGING	0.0	L	M	0.00%
9.21	MALE TOILETS	1.0	L	M	5.41%
9.22	FEMALE TOILETS	1.0	L	M	5.41%
9.23	DISABLED TOILET	1.0	L	M	5.41%
9.24	DSR	1.0	L	L	2.70%
9.25	STAFF ROOM	1.0	L	L	2.70%
9.26	PLANT ROOM	0.0	L	L	0.00%
	ELECTRICAL CUPBOARD	0.0			
	FACILITIES MANAGEMENT EXTERNAL STORE	0.0	L	L	0.00%
	<b>Recreation Total</b>	<b>18.0</b>			<b>100.00%</b>

**Building 10**  
**12-Bed Rehab Unit - South**

Ref	Room	Quantity	Area Category	Unit Category	Unit Weighting
10.01	SINGLE BEDROOM	11.0	H	VH	36.40%
	SINGLE BEDROOM Disabled	1.0	H	VH	3.31%
	SINGLE BEDROOM EN-SUITE TOILET / SHOWER	11.0	H	H	24.26%
	SINGLE BEDROOM EN-SUITE TOILET / SHOWER Disabled	1.0	H	H	2.21%
10.02	ACTIVITY OT / GAMES SPACE	1.0	H	H	2.21%
	ACTIVITY STORE	0.0	H	M	0.00%
10.03	NON-SMOKING DAY SPACE	1.0	H	M	1.47%
10.04	SMOKING DAY ROOM	1.0	H	M	1.47%
10.05	THERAPY KITCHEN	1.0	H	M	1.47%
10.06	DINING AREA	1.0	H	H	2.21%
10.07	SERVERY	1.0	H	M	1.47%
10.08	NIGHT STATION + DUTY ROOM	1.0	H	M	1.47%
10.09	BATHROOM	1.0	H	M	1.47%
10.10	DAY TOILET	1.0	H	M	1.47%
10.11	DAY SHOWER ROOM	0.0	H	L	0.00%
10.12	WARD MANAGER / INTERVIEW ROOM	1.0	H	L	0.74%
10.13	JUNIOR DOCTORS OFFICE / INTERVIEW	1.0	H	L	0.74%
10.14	INTERVIEW ROOM / GROUP ROOM	1.0	H	M	1.47%
10.15	DISPOSAL (DIRTY LINEN/DOMESTIC WASTE/CLINICAL WASTE)	1.0	H	L	0.74%
10.16	TREATMENT	1.0	H	H	2.21%
10.17	STAFF LOCKER ROOM	1.0	H	M	1.47%
10.18	STAFF SHOWER / TOILET SUITE	0.0	H	M	0.00%
10.19	LINEN STORE	1.0	H	L	0.74%
10.20	LAUNDRY	1.0	H	L	0.74%
10.21	STORE	1.0	H	L	0.74%
10.22	PATIENTS' PROPERTY STORE	9.0	H	L	6.62%
10.23	DSR	1.0	H	L	0.74%
10.24	PANTRY	1.0	H	L	0.74%
10.25	SMOKING RM(NIGHT)	1.0	H	L	0.74%
10.24	PLANT ROOM	0.0	H	L	0.00%
	SERVICE ACCESS	1.0	H	L	0.74%
	ELECTRICAL CUPBOARD	0.0			
	<b>Total</b>	<b>55.0</b>			<b>100.00%</b>

**Building 11**  
**Intensive Care Unit**

Ref	Room	Quantity	Area Category	Unit Category	Unit Weighting
11.01	SINGLE BEDROOM	6.0	VH	VH	30.68%
	SINGLE BEDROOM EN-SUITE TOILET / SHOWER	6.0	VH	H	20.45%
11.02	ACTIVITY OT / GAMES SPACE	1.0	VH	H	3.41%
	ACTIVITY STORE	0.0	VH	M	0.00%
11.03	NON-SMOKING DAY SPACE	1.0	VH	M	2.27%
11.04	SMOKING DAY ROOM	1.0	VH	M	2.27%
11.05	QUIET ROOM	1.0	VH	M	2.27%
11.06	QUIET ROOM EN-SUITE TOILET	1.0	VH	M	2.27%
11.07	THERAPY KITCHEN	0.0	VH	M	0.00%
11.08	DINING AREA	1.0	VH	H	3.41%
11.09	SERVERY	1.0	VH	M	2.27%
11.10	NIGHT STATION + DUTY ROOM	1.0	VH	M	2.27%
11.11	BATHROOM	1.0	VH	M	2.27%
11.12	DAY TOILET	1.0	VH	M	2.27%
11.13	DAY SHOWER ROOM	0.0	VH	L	0.00%
11.14	WARD MANAGER / INTERVIEW ROOM	1.0	VH	L	1.14%
11.15	JUNIOR DOCTORS OFFICE / INTERVIEW	1.0	VH	L	1.14%
11.16	INTERVIEW ROOM / GROUP ROOM	1.0	VH	M	2.27%
11.17	DISPOSAL (DIRTY LINEN/DOMESTIC WASTE/CLINICAL WASTE)	1.0	VH	L	1.14%
11.18	TREATMENT	1.0	VH	H	3.41%
11.19	STAFF LOCKER ROOM	1.0	VH	M	2.27%
11.20	STAFF SHOWER / TOILET SUITE	0.0	VH	M	0.00%
11.21	LINEN STORE	1.0	VH	L	1.14%
11.22	LAUNDRY	1.0	VH	L	1.14%
11.23	STORE	1.0	VH	L	1.14%
	STORE CUPBOARDS	0.0	VH	M	0.00%
11.24	PATIENTS' PROPERTY STORE	4.0	VH	L	4.55%
11.25	DSR	1.0	VH	L	1.14%
11.26	PANTRY	1.0	VH	L	1.14%
11.27	SMOKING RM(NIGHT)	1.0	VH	L	1.14%
11.26	PLANT ROOM	0.0	VH	L	0.00%
	ELECTRICAL CUPBOARD	0.0			
	SERVICE ACCESS	1.0	VH	L	1.14%
	<b>Total</b>	<b>39.0</b>			<b>100.00%</b>

## Area 12 - Courtyards and External Areas

Ref	Room	Quantity	Area Category	Unit Category	Unit Weighting
12.01	LOW SECURE COURTYARD	1.0	H	H	37.50%
12.02	MEDIUM SECURE COURTYARD	1.0	H	H	37.50%
12.03	EXTERNAL AREAS	1.0	H	M	25.00%
	<b>Total</b>				100.00%

**Appendix E**  
**Service Failure Point Thresholds**

**Table A**  
**Warning Notice Thresholds**

Service	Threshold
Estates	600
General	472
Grounds	200
Pest Control	400
Helpdesk	334
Energy	216

**Table B**  
**Board Remedial Rights Thresholds**

Service	Threshold
Estates	750
General	708
Grounds	300
Pest Control	520
Helpdesk	501
Energy	323



# Appendix F Operation of Deductions Mechanism - Worked Examples

## Quality Failures

### 1 Estates

C1.5.2 Materials are stored correctly and used in the proper manner,  
complying with COSHH Regulations and manufacturers guidelines.

ASPn	=	1,732,000	Exemplar using Stobhill v28 model as at October 2004
Ny	=	365	
(ASPn/Ny)	=	4,745	
R	=	30	
SW	=	8.00%	
DP(QF)	=	1.00%	Low
Bdin	=	100.00%	
D(FE)	=	£113.88	

## 2 Pest Control

### D2.13.6 Procedures are **not compliant** with infection control policies and procedures

Exemplar using Stobhill v28 model as at October 2004

ASPn = 1,732,000

Ny = 365

(ASPn/Ny) = 4,745

R = 30

SW = 1.00%

DP(QF) = 1.50% Medium

Bdin = 100.00%

D(FE) = £21.35

### 3 General

**C1.4.9/10** Project Co staff are **not** appropriately dressed and wearing valid identification badge at all times

ASPn = 1,732,000 Exemplar using Stobhill v28 model as at October 2004

Ny = 365

(ASPn/Ny) = 4,745

R = 30

SW = 2.00%

DP(QF) = 1.50% Medium

Bdin = 100.00%

D(FE) = £42.71

**Failure Events (Exemplar using Stobhill New Model v30.33.xls - May 2005)**  
**Example 1**

ASPh = 1,715,000

Ny = 365

(ASPh)/Ny = 4,699

Nsa = 6

Ns = 3

AW = 10.13%

UW = 4.35%

DP(FE) = 100.00%

Bdin = 100.00%

D(FE) = £41.41

**Reception**

**Entrance / Security Lobby not available for 6 sessions - Categories**

A=Routine	B=Important	C=Major	D=Unavailable and used	E=U and
5.00%	10.00%	30.00%	50.00%	
<=7	8-14	>14		
50.00%	75.00%	100.00%		

% of daily charge

0.88%

**Example 2**

ASPn = 1,715,000 142,917

Ny = 365

(ASPn)/Ny = 4,699

Nsa = 3

Ns = 3

AW = 40.97%

UW = 3.62%

DP(FE) = 100.00%

Bdin = 100.00%

D(FE) = £69.69

**Admission Unit****One single bedroom unavailable for 3 sessions - Category E**

A=Routine	B=Important	C=Major	D=Unavailable and used	E=Un and i
5.00%	10.00%	30.00%	50.00%	
<=7	8-14	>14		
50.00%	75.00%	100.00%		

% of daily charge

1.48%

**Example 3**

ASPN = 1,715,000

142,917

Ny = 365

(ASPN)/Ny = 4,699

Nsa = 3

Ns = 3

AW = 4.07%

UW = 2.70%

DP(FE) = 50.00%

Bdin = 100.00%

D(FE) = £2.58

Minimum Deduction applies.

**Recreation Unit****Art Store - Category D**

A=Routine	B=Important	C=Major	D=Unavailable and used	E=Un and :
5.00%	10.00%	30.00%	50.00%	
<=7	8-14	>14		
50.00%	75.00%	100.00%		
<u>% of daily charge</u>			0.05%	

<b>1. Air Quality</b>
<b>1.1 Air Temperature</b>
<b>Maximum Summer Temperature</b>
A maximum Summer time temperature of 24°C has been specified within the Room Data Sheets with a tolerance of + 3°C, based upon a maximum external design condition of 28°C dry bulb. This is applicable to all air conditioned and comfort cooled rooms. The maximum room temperature shall not apply to naturally or mechanically ventilated rooms.
<b>Minimum Winter Temperature</b>
<b>Minimum Winter Temperature -- All as specified within the Room Data Sheets.</b>
<b>1.1.1 Interpretation and Application</b>
<p>(a) Temperature measurement within the Functional Unit shall be on the basis of mean air temperature. It should be noted that there can be a significant influence on the temperature control of a Functional Unit by the occupier, i.e. adjustment of local thermostatic controller/TRV and window opening. These functions should be appropriately adjusted and a one hour stabilisation period be allowed before temperature measurement is carried out. Measurement should be carried out by use of a shielded dry bulb thermometer measured at mid height of the Functional Unit (at 1300mm above finished floor level) in the centre of the room (unless this would give a distorted mean). Where the Functional Unit is large, a number of readings should be taken and distributed across the Functional Unit and then averaged. The temperature within the Functional Unit should be checked by means independent of the Building Management System.</p> <p>(b) The activities carried out and equipment used within a Functional Unit are to be taken into consideration. The temperature parameters will not apply where the actual occupancy levels or hours of operation, as stated below, or amount or</p>

use of equipment are outside the levels stated on the relevant Room Data Sheet or room by room equipment list.	
Hours of Use by the Board	<p>Medium Secure Intensive Care Area – 7 day / 24 hour.</p> <p>Medium Secure Admission Area – 7 day / 24 hour.</p> <p>Medium Secure Rehabilitation and Long Stay Areas – 7 day / 24 hour.</p> <p>Learning Disability Unit – 7 day / 24 hour.</p> <p>Low Secure Rehabilitation Wards – 7 day / 24 hour.</p> <p>Low Secure Female Ward – 7 day / 24 hour.</p> <p>Recreation and Therapy Centre – 7 day – 08.00 – 22.00 hours.</p> <p>Administration Building – 7 day – 08.00 – 20.00 hours (Administration).</p> <p>Reception Building – 7 day – 24 hour (Reception).</p>
(c)	<p>Location of equipment in the Functional Unit is critical to correct environmental performance of the Functional Unit. User equipment installed in close proximity to thermostats / TRV / detectors may cause loss of control and will need to be re-sited to be appropriately positioned relative to the position of equipment in its approved location.</p>
<p>The specified external design conditions for the project are 28°C dry and 21°C wet bulb for the Summer and -3°C (100% RH) for the Winter. In periods where external conditions are outside the design conditions the applicable Temperature Use Parameter will be increased by 1°C as appropriate for each °C that the external conditions are in excess of the specified external design condition. For exemplar purpose see below:</p> <p>Should the external temperature rise above the external design temperature of 28degC by, say one degC, to 29degC - then the relevant Temperature Use Parameter for that room will adjust by one degC also. If the upper figure is 23degC in the Room Data Sheet, this would therefore rise to a 24degC limit, i.e. a one degC movement corresponding to the move in the external temperature.</p>	



1.2	Ventilation
	Supply and extract air volumes shall be in accordance with the relevant Room Data Sheet.
	Where particular pressure regimes are specified, the air flow within the Functional Unit after a stabilisation period of one hour shall meet the number of air changes per hour quoted on the Room Data Sheet within a permitted range of -5% to +10% applied to the number of air changes.
1.3	Filtration
	The data in the Environmental Section Filtration field has been deleted on the Room Data Sheets. Applicable appropriate filtration will be incorporated in accordance with SHTM 2025.
2.	Acoustics
2.1	Acceptable Plant Noise Level
	Noise levels within Functional Units arising from the operation of the building mechanical and electrical services shall not exceed those stated on the relevant Room Data Sheet.
2.2	Speech Privacy
	This section shall only apply to Functional Units with special requirements for Speech Privacy as specified in the relevant Room Data Sheet.
	Acoustic separation will be achieved only when all openings including doors and windows are fully closed and sealed.
3.	Lighting

3.1	Lighting Level
	All lighting levels shall be to the average specified in the relevant Room Data Sheet, subject to a tolerance of -15% and +20% from the average level stated - measured at the indicated location eg Working Plane, Floor. The stated lighting levels apply, provided that the Functional Unit is generally decorated, fitted and furnished as shown on the approved 1:50 Room Layout Drawings.
3.2	Night Lighting
	Night lighting is to be provided in Corridors, Patient Bed Rooms and Night Staff Bays only – at levels shown in the Room Data Sheets.
3.3	Task Lighting
	Task lighting is indicated as being required on Room Data Sheets.
3.4	Colour Rendering
	All colour corrected lamps shall be to the colour temperature 3500°K / 4000°K or as otherwise specified in the relevant Room Data Sheet.
3.5	Standby and Emergency Lighting
	3.5.1 Standby Lighting (Maintained)
	Where stated on the Room Data Sheets, generator maintained standby lighting shall be automatically available at all times during loss of normal lighting.

Less critical departments will require manual restoration of supply from the floor sub-main panel. These are shown in the attached Table 1.	
3.5.2	Emergency Lighting (escape route)
Where stated on the Room Data Sheets, emergency lighting will be available at all times for up to 3 hours maximum duration following loss of local supply.	
4.	Safe Surface and Water Temperatures
4.1	Hot Surface Temperature
Maximum surface temperature will be as stated within the relevant NHS Published guidance, at the date of this agreement.	
4.2	Domestic Hot Water Temperature
4.2	Availability
Water shall be available to each Functional Unit from all outlets, where so specified, at not less than 75% of the appropriate flow rate set out in the Chartered Institute of Building Services Engineers.	
Where hot water is available in a Functional Unit as specified in the relevant Room Data Sheet, in accordance with the above, water temperature measured at the point of outlet shall not exceed the maximum Water Temperature indicated.	
4.3	Max Domestic Hot Water Temperature
The general Maximum Domestic Hot Water Temperature is 41°C, except in the following special Functional Units:	

<ul style="list-style-type: none"><li>Assisted Bath Rooms with Bath Taps</li><li>Cleaners Rooms and other areas with special requirements for hot water (generally, unless specified otherwise on the Room Data Sheets)</li></ul>		44°C 60°C
5.	Humidity	
This will apply only to Functional Units where humidity control is specified on the Room Data sheets.		
Where a specified humidity is detailed, the Humidity Band will operate within a range of +/- 7.5% of Relative Humidity over the set humidity level or range of humidity where defined as such on the Room Data Sheet.		
Humidity will be determined after a stabilisation period of one hour.		
6.	Power	
If the number of small power outlets Available allow the Functional Unit to be utilised (as defined within the Room Data Sheets, at that point in time) there will be no deduction, although the small power socket(s) will still be repaired by Project Co.		
7.	Medical Gases and Vacuum	
Not required.		
8.	Telecommunications	
If the number of telecommunication outlets Available allow the Functional Unit to be utilised (as defined within the Room Data Sheets, at that point in time) there will be no deduction, although the telecommunication socket(s) will still be repaired by Project Co.		



<b>1. Air Quality</b>	
<b>1.1 Air Temperature</b>	
<b>Maximum Summer Temperature</b>	
A maximum Summer time temperature of 24°C has been specified within the Room Data Sheets with a tolerance of + 3°C, based upon a maximum external design condition of 28°C dry bulb. This is applicable to all air conditioned and comfort cooled rooms. The maximum room temperature shall not apply to naturally or mechanically ventilated rooms.	
<b>Minimum Winter Temperature</b>	
Minimum Winter Temperature – All as specified within the Room Data Sheets.	
<b>1.1.1 Interpretation and Application</b>	
<p>(a) Temperature measurement within the Functional Unit shall be on the basis of mean air temperature. It should be noted that there can be a significant influence on the temperature control of a Functional Unit by the occupier, i.e. adjustment of local thermostatic controller/TRV and window opening. These functions should be appropriately adjusted and a one hour stabilisation period be allowed before temperature measurement is carried out. Measurement should be carried out by use of a shielded dry bulb thermometer measured at mid height of the Functional Unit (at 1300mm above finished floor level) in the centre of the room (unless this would give a distorted mean). Where the Functional Unit is large, a number of readings should be taken and distributed across the Functional Unit and then averaged. The temperature within the Functional Unit should be checked by means independent of the Building Management System.</p> <p>(b) The activities carried out and equipment used within a Functional Unit are to be taken into consideration. The temperature parameters will not apply where the actual occupancy levels or hours of operation, as stated below, or amount or</p>	

use of equipment are outside the levels stated on the relevant Room Data Sheet or room by room equipment list.

Hours of Use by the Board

Medium Secure Intensive Care Area – 7 day / 24 hour.  
 Medium Secure Admission Area – 7 day / 24 hour.  
 Medium Secure Rehabilitation and Long Stay Areas – 7 day / 24 hour.  
 Learning Disability Unit – 7 day / 24 hour.  
 Low Secure Rehabilitation Wards – 7 day / 24 hour.  
 Low Secure Female Ward – 7 day / 24 hour.  
 Recreation and Therapy Centre – 7 day – 08.00 – 22.00 hours.  
 Administration Building – 7 day – 08.00 – 20.00 hours (Administration).  
 Reception Building – 7 day – 24 hour (Reception).

(c) Location of equipment in the Functional Unit is critical to correct environmental performance of the Functional Unit. User equipment installed in close proximity to thermostats / TRV / detectors may cause loss of control and will need to be re-sited to be appropriately positioned relative to the position of equipment in its approved location.

The specified external design conditions for the project are 28°C dry and 21°C wet bulb for the Summer and -3°C (100% RH) for the Winter. In periods where external conditions are outside the design conditions the applicable Temperature Use Parameter will be increased by 1°C as appropriate for each °C that the external conditions are in excess of the specified external design condition. For exemplar purpose see below:

Should the external temperature rise above the external design temperature of 28degC by, say one degC, to 29degC - then the relevant Temperature Use Parameter for that room will adjust by one degC also. If the upper figure is 23degC in the Room Data Sheet, this would therefore rise to a 24degC limit, i.e. a one degC movement corresponding to the move in the external temperature.

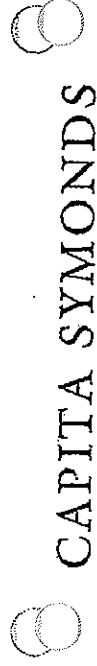
1.2	Ventilation
	Supply and extract air volumes shall be in accordance with the relevant Room Data Sheet.
	Where particular pressure regimes are specified, the air flow within the Functional Unit after a stabilisation period of one hour shall meet the number of air changes per hour quoted on the Room Data Sheet within a permitted range of -5% to +10% applied to the number of air changes.
1.3	Filtration
	The data in the Environmental Section Filtration field has been deleted on the Room Data Sheets. Applicable appropriate filtration will be incorporated in accordance with SHTM 2025.
2.	Acoustics
2.1	Acceptable Plant Noise Level
	Noise levels within Functional Units arising from the operation of the building mechanical and electrical services shall not exceed those stated on the relevant Room Data Sheet.
2.2	Speech Privacy
	This section shall only apply to Functional Units with special requirements for Speech Privacy as specified in the relevant Room Data Sheet.
	Acoustic separation will be achieved only when all openings including doors and windows are fully closed and sealed.
3.	Lighting

3.1	Lighting Level	
		All lighting levels shall be to the average specified in the relevant Room Data Sheet, subject to a tolerance of -15% and +20% from the average level stated - measured at the indicated location eg Working Plane, Floor. The stated lighting levels apply, provided that the Functional Unit is generally decorated, fitted and furnished as shown on the approved 1:50 Room Layout Drawings.
3.2	Night Lighting	
		Night lighting is to be provided in Corridors, Patient Bed Rooms and Night Staff Bays only – at levels shown in the Room Data Sheets.
3.3	Task Lighting	
		Task lighting is indicated as being required on Room Data Sheets.
3.4	Colour Rendering	
		All colour corrected lamps shall be to the colour temperature 3500°K / 4000°K or as otherwise specified in the relevant Room Data Sheet.
3.5	Standby and Emergency Lighting	
	3.5.1 Standby Lighting (Maintained)	
		Where stated on the Room Data Sheets, generator maintained standby lighting shall be automatically available at all times during loss of normal lighting.



Less critical departments will require manual restoration of supply from the floor sub-main panel. These are shown in the attached Table 1.	
3.5.2	Emergency Lighting (escape route)
Where stated on the Room Data Sheets, emergency lighting will be available at all times for up to 3 hours maximum duration following loss of local supply.	
4.	Safe Surface and Water Temperatures
4.1	Hot Surface Temperature
Maximum surface temperature will be as stated within the relevant NHS Published guidance, at the date of this agreement.	
4.2	Domestic Hot Water Temperature
4.2	Availability
Water shall be available to each Functional Unit from all outlets, where so specified, at not less than 75% of the appropriate flow rate set out in the Chartered Institute of Building Services Engineers.	
Where hot water is available in a Functional Unit as specified in the relevant Room Data Sheet, in accordance with the above, water temperature measured at the point of outlet shall not exceed the maximum Water Temperature indicated.	
4.3	Max Domestic Hot Water Temperature
The general Maximum Domestic Hot Water Temperature is 41°C, except in the following special Functional Units:	

## Appendix G - Use Parameters



CAPITA SYMONDS

<ul style="list-style-type: none"> <li>Assisted Bath Rooms with Bath Taps</li> <li>Cleaners Rooms and other areas with special requirements for hot water (generally, unless specified otherwise on the Room Data Sheets)</li> </ul>		44°C 60°C
5.	Humidity	
	This will apply only to Functional Units where humidity control is specified on the Room Data sheets.	
	Where a specified humidity is detailed, the Humidity Band will operate within a range of +/- 7.5% of Relative Humidity over the set humidity level or range of humidity where defined as such on the Room Data Sheet.	
	Humidity will be determined after a stabilisation period of one hour.	
6.	Power	
	If the number of small power outlets Available allow the Functional Unit to be utilised (as defined within the Room Data Sheets, at that point in time) there will be no deduction, although the small power socket(s) will still be repaired by Project Co.	
7.	Medical Gases and Vacuum	
	Not required.	
8.	Telecommunications	
	If the number of telecommunication outlets Available allow the Functional Unit to be utilised (as defined within the Room Data Sheets, at that point in time) there will be no deduction, although the telecommunication socket(s) will still be repaired by Project Co.	