

SCHEDULE
to the
PROJECT AGREEMENT
between
THE HIGHLAND COUNCIL
and
ALPHA SCHOOLS (HIGHLAND) LIMITED

**Education Culture and Sport Service
Public Private Partnership 2**

macROBERTS

CONTENTS

Schedule Part 1	Conditions Precedent
Schedule Part 2	Not Used
Schedule Part 3	Not Used
Schedule Part 4	Schools
Schedule Part 5	Service Availability Requirements
Schedule Part 6	Transaction Documents
Schedule Part 7	Payment Mechanism
Schedule Part 8	Pensions
Schedule Part 9	Review Procedure
Schedule Part 10	Change in Law
Schedule Part 11	Liaison Procedure
Schedule Part 12	Employment Cost Data
Schedule Part 13	Relevant Discharge Terms
Schedule Part 14	Details of Companies
Schedule Part 15	Insurances
Schedule Part 15A	Insurance Premium Risk Sharing Schedule
Schedule Part 16	Property Agreements and Title Provisions
Schedule Part 17	Site Meeting Agenda Items
Schedule Part 18	Dispute Resolution Procedure
Schedule Part 19	Direct Agreement
Schedule Part 20	
Schedule Part 21	Catering Arrangements
Schedule Part 22	Authority Obligations
Schedule Part 23	Dates of Possession

This is the Schedule in 23 parts referred to in the foregoing Agreement between The Highland Council and Alpha Schools (Highland) Limited related to The Highland Council Education Culture and Sport Service Public Private Partnership 2.

Schedule Part 1

Conditions Precedent

Section A

Authority's Conditions Precedent

1. The Authority having delivered to the Contractor a certificate in the terms set out in Section 3 of the Local Government (Contracts) Act 1997 in respect of this Agreement, the Direct Agreement and the Financial Supplement.
2. The Authority having delivered the documents and searches listed in Schedule Part 16.
3. The Authority having delivered to the Contractor a duly executed formalities certificate in the Agreed Form in respect of the execution by the Authority of this Agreement, the Direct Agreement, the Financial Supplement and the Project Documents to which it is a party.
4. The Authority having delivered to the Contractor a certified copy of the Revenue Support Grant letter issued by the Scottish Executive.
5. The Authority having delivered to the Contractor a certified copy of an opinion letter from the Authority's auditors in relation to the accounting treatment of the Project.

Schedule Part 1

Section B

Contractor's Conditions Precedent

1. The valid execution by each of the parties thereto (other than the Authority) and delivery of each of the Project Documents and the Authority having received notice from the Contractor confirming that the Project Documents either are or have become (or will become simultaneously with satisfaction of the other Conditions Precedent) unconditional in accordance with their terms and the Authority having received a certified true copy of the same.
2. The valid execution and delivery of each of the Initial Funding Agreements and the Authority having received notice from the Contractor confirming that all conditions to the availability of funds to the Contractor under the Initial Funding Agreements have been satisfied or waived (other than this Agreement becoming unconditional).
3. The insurance referred to in and to be taken out during the Works Period and maintained as detailed in Clause 61 being in full force and effect and the Authority having received confirmation signed by the Contractor's brokers in the form set out at Section C of Schedule 15.
4. There being no dispute which remains the subject of the Dispute Resolution Procedure the resolution of which may give rise to the termination of this Agreement.
5. There has been delivered to the Authority a printed copy of the Financial Model and associated working book together with one copy on computer disk (complete with all formulae and data) together also with a certificate in the Agreed Form from Operis Group plc in relation to the Financial Model.
6. There has been delivered to the Authority an original copy of the Direct Agreement, the Services Direct Agreement and the Construction Direct Agreement executed by all the parties thereto other than the Authority.
7. There has been delivered to the Authority a certified copy from the Company Secretary of the Contractor of a minute of a meeting of the directors of the Contractor, duly convened and held, authorising the Contractor to undertake the Project and to execute and deliver this Agreement and the Project Documents.

Schedule Part 2

NOT USED

Schedule Part 3

NOT USED

Schedule Part 4

Project Facilities

Section A – Existing Project Facilities

Existing Project Facilities	Address	Site Plan Ref
Millburn Academy	Diriebught Road Inverness IV2 3QR OS Reference NH 6762 4540	CA3278/MILS/09
Dingwall Academy	Dingwall IV15 9LT OS Reference NH 5466 5955	CA3278/DINS/09
Portree High School	Viewfield Road Portree IV51 9ET OS Reference NG 4771 4358	CA3278/PORH/09
Drummond School	Drummond Road, Inverness IV2 4NZ OS Reference NH 6648 4306	CA3278/DRUP/09
Kinlochleven High School	Kinlochleven PH50 4QE OS Reference NN 1836 6223	CA3278/KINS/09

Schedule Part 4

Section B – New Project Facilities

	New Project Facilities (including address)	Target Service Availability Date	Target External Works Availability Date	Target Grass Playing Fields Availability Date
	Dingwall Academy Dingwall IV15 9LT OS Reference NH 5466 5955	12 May 2008	26 January 2009	30 September 2009
2	Portree High School Viewfield Road Portree IV51 9ET OS Reference NG 4771 4358	12 May 2008	19 January 2009	30 September 2009
3	Millburn Academy Diriebught Road Inverness IV2 3QR OS Reference NH 6762 4540	22 September 2008	6 July 2009	30 October 2009
4	Kinlochleven Primary School and Kinlochleven High School Riverside Road Kinlochleven OS Reference NN 1852 6201	30 June 2008	23 March 2009	30 September 2009
5	Primary School at Inshes (Adjacent to Southern Distributor Road) Inshes Inverness OS Reference NH 6896 4370	30 April 2007		28 September 2007
6	Cawdor Primary School B9090 Road Cawdor Nairn OS Reference NH 8432 8502	23 July 2007		30 June 2008
7	Culbokie Primary School B9619 Road Culbokie Dingwall OS Reference NH 6080 5960	26 March 2007		28 September 2007
8	Resolis Primary School	2 April 2007		28 September 2007

	<p>B9163 Road (Opposite War Memorial) Resolis Dingwall OS reference NH 6485 6394</p>			
	<p>Gaelic Medium Primary School in Inverness (Adjacent to Bowling Hall) Southern Distributor Road Culduthel Inverness OS Reference NH 6688 4220</p>	30 April 2007		28 September 2007
	<p>Drummond School Drummond Road, Inverness IV2 4NZ OS Reference NH 6648 4306</p>	2 June 2008	4 May 2009	30 September 2009

Schedule Part 4

Project Facilities Appendix A

Site Plans

Schedule Part 5

Section A

Service Availability Requirements

1. Save in respect of the External Works and the Grass Playing Fields the condition of the New Project Facilities is such that all the Operational Services are or are capable of being delivered in accordance with the Authority's Requirements (save as set out in Section B of this Schedule Part 5).
2. The Works (other than the External Works and the Grass Playing Fields, in each case where applicable) are complete with the exception of (i) minor defects, deficiencies or omissions of a snagging nature whose remediation cannot reasonably be expected to disrupt the use of the New Project Facilities for intended purposes and (ii) without prejudice to paragraph 2A of this Section A. landscaping grassed areas and playing fields which have not been turfed at that stage or in respect of which the turf has not been laid for 6 full Growing Months due to the growing season which such matters shall be detailed in the Snagging List ("**Section A Snagging Works**").
- 2A. At least 2000m² of soft landscaping shall be available for use at the New Project Facilities at Portree High School, Dingwall Academy and Millburn Academy. The location of such areas of soft landscaping shall be agreed between the Authority and the Contractor within 6 months of the Execution Date with both parties being obliged to act reasonably and without delay in reaching agreement.
3. All Contractor Commissioning and Joint Commissioning other than in relation to External Works and Grass Playing Fields has been completed.
4. All Necessary Consents the implementation of which is required prior to the occupation or use of any New Project Facility (other than the External Works and the Grass Playing Fields) by the Authority have been implemented to the extent required.

Provided that for the purposes of assessing whether these Service Availability Requirements have been met in respect of Inshes Primary School only, there shall be an assumption that the section of the Inshes distributor road shown hatched in red on the plan set out at Appendix B to Schedule Part 16 is adopted on the local roads authority's list of public roads (in terms of Section 1 of the Roads (Scotland) Act 1984) by the local roads authority and shall remain so adopted after the relevant Service Availability Date.

In this Part 5:

(i) references to "tests" shall be deemed to include inspections; and

(ii) "**External Works**" means

those Works to be carried out in terms of the Contractor's Proposals at each of Portree High School, Dingwall Academy, Millburn Academy, Drummond School and Kinlochleven Primary School and Kinlochleven High School New Project Facilities in the areas shaded blue and red on Phasing Drawings PA SP2 (in respect of Portree High School), DA SP2 (in respect of Dingwall Academy), MSP2 (in respect of Millburn Academy), DR SP2 (in respect of Drummond SEN) and blue on Phasing Drawing KLL SP2 in respect of Kinlochleven Primary School and Kinlochleven High School;

(iii) "**Grass Playing Fields**" means the grass playing fields as identified in the drawings set out in Section 4.1 of Section A of the Contractor's Proposals;

In addition the following detailed requirements shall apply to the Works (other than the External Works and the Grass Playing Fields):-

All tests to be carried out will be subject to the tolerances generally observed in relation to the Applicable Standards relating to the test in question and will include dimensional testing, and

any pass or fail shall be construed accordingly.

A1 Test for Works leading to the issue of the Certificate of Service Availability

Prior to the construction completion tests and the operational tests the Contractor shall submit to the Authority and the Technical Adviser for comment a programme detailing its proposals for carrying out the construction completion tests and the operational tests.

Construction completion tests shall be carried out by or on behalf of the Contractor to allow the Technical Adviser to verify (i) that the New Project Facilities (other than the External Works and Grass Playing Fields) have been constructed in accordance with the Authority's Requirements and that the Contractor Plant and Equipment (and including for the avoidance of doubt the CDT Equipment) have been installed and are working reliably and give satisfactory performance in accordance with the Authority's Requirements and (ii) in respect of the New Project Facilities (other than the External Works and Grass Playing Fields) the matters set out in paragraphs A1.1 of this Section A below.

A record of all tests shall be made by the Contractor on approved schedules and forwarded on to the Technical Adviser within the next Business Day.

Operational tests shall be carried out by or on behalf of the Contractor to allow the Technical Adviser to verify (i) that the New Project Facilities (other than the External Works and Grass Playing Fields) satisfy operational requirements set out in the Authority's Requirements and (ii) in respect of the New Project Facilities (other than the External Works and Grass Playing Fields) the matters set out in paragraphs A1.2 of this Section A below.

The Authority's safety representative and the Contractor's safety representative shall carry out a joint safety inspection of the New Project Facilities (other than the External Works and the Grass Playing Fields) prior to the issue of the Certificate of Service Availability. Any matter agreed as not complying with the Contractor's obligations under this Agreement arising out of the safety inspection shall be remedied prior to the issue of the relevant Certificate of Service Availability.

Not less than one month prior to the date upon which the Contractor anticipates that it will issue a Certificate of Service Availability, the Contractor shall provide to the Authority's Representative two draft copies of (i) "As constructed" drawings, (ii) the operating and maintenance manuals, (iii) training manuals and (iv) the CDM Regulations health and safety file (such file to include the Design and Build Risk Register highlighting residual risks that will require to be proactively managed by the occupants of the facilities).

Completion Tests

For buildings or part buildings governed by the Building Standards (Scotland) Regulations 1990, completion of construction shall not be attained until all building warrant completion certificates issued by the relevant Building Control Authority are obtained in respect of the relevant Works or temporary occupation certificates obtained and renewed until issue of such building warrant completion certificates.

Documentation

The Contractor shall be responsible for collecting and collating all data associated with the construction completion tests. Documentation generated throughout the construction completion tests shall be presented to the Authority's Representative (and copied to the Technical Adviser) as a bound, indexed document as part of the construction completion report.

A1.1 Matters to be verified by the Construction Completion Tests

1. verification of water tightness and integrity of water retaining structures and chemical storage tanks;
2. visual verification (where not covered up) of completion of the installation of all building fabric and services components including instrumentation and control

- equipment, cabling and handrails;
3. verification of all electrical installation including those set out in the IEE Regulations for Electrical Installations;
 4. verification of signal continuity (electrical, pneumatic, hydraulic);
 5. verification (as far as reasonably practicable) of correct operation of each item of mechanical and electrical equipment;
 6. verification of simulated operation of random sample automatic control systems, actuators, alarms etc.
 7. verification of calibration, as far as reasonably practical of all instrumentation measuring systems; and
 8. verification that all lifting beams and lifting apparatus have been tested.

A1.2 Matters to be verified by Operational Tests

Subject to the Section A Snagging Works that all mechanical and electrical plant and systems (other than the External Works) forming part of the Contractor Plant and Equipment operate in accordance with the Authority's Requirements.

Documentation

A plant log shall be kept by the Contractor during the operational test period. Prior to the start of the tests the Contractor shall forward the format of the plant log to the Technical Adviser for comment. All operational aspects of the New Project Facilities (other than the External Works) (e.g. adjustments, general observations, operational safety issues etc.) shall be recorded in the plant log. At the end of the operational tests three copies of the plant log shall be forwarded to the Technical Adviser.

Section B – External Works Availability Requirements

1. Save in respect of the Grass Playing Fields the Condition of the External Works is such that all the Operational Services insofar as applicable to the External Works are capable of being delivered in accordance with the Authority's Requirements.
2. The External Works (other than the Grass Playing Fields) are complete with the exception of (i) minor defects, deficiencies or omissions of a snagging nature whose remediation cannot reasonably be expected to disrupt the use of the New Project Facilities for intended purposes and (ii) landscaping grassed areas and playing fields which have not been turfed at that stage or in respect of which the turf has not been laid for 6 full Growing Months due to the growing season; which such matters shall be detailed in the Snagging List ("**Section B Snagging Works**").
3. All Contractor Commissioning insofar as applicable to the External Works (other than the Grass Playing Fields) has been completed (including any re-commissioning of any part of the existing Works necessary to ensure integration).
4. All tests to be carried out will be subject to the tolerances generally observed in relation to the Applicable Standards relating to the test in question and will include dimensional testing and any pass or fail shall be construed accordingly. Tests to be carried out shall include the completion of any tests undertaken only in part under Section A of this Schedule Part 5.
5. All Necessary Consents the implementation of which is required prior to the occupation or use of any External Works (other than the Grass Playing Fields) by the Authority have been implemented to the extent required.
6. The Authority's safety representative and the Contractor's safety representative shall carry out a joint safety inspection of the External Works (other than the Grass Playing Fields) prior to the issue of the Certificate of External Works Availability. Any matter agreed as not complying with the Contractor's obligations under this Agreement arising out of the safety inspection shall be remedied prior to the issue of the relevant Certificate of External Works Availability.
7. For the avoidance of doubt, a Certificate of External Works Availability may be issued in relation to different elements of External Works at a New Project Facility and the issue of any such certificate shall be subject to the provisions of Clause 21 of the Agreement (*Notification of Service Availability*). In relation to any subsequent Certificate of External Works Availability for the same New Project Facility, or testing or inspection for the purpose of determining whether a Certificate of External Works Availability should be issued, any External Works which were the subject of an earlier Certificate of External Works Availability shall not be subject to any further testing or inspection.

Provided that for the purposes of assessing whether these External Works Availability Requirements have been met in respect of Inshes Primary School only, there shall be an assumption that the section of the Inshes distributor road shown hatched in red on the plan set out at Appendix B to Schedule Part 16 is adopted on the local roads authority's list of public roads (in terms of Section 1 of the Roads (Scotland) Act 1984) by the local roads authority and shall remain so adopted after the relevant External Works Availability Date.

In addition the following detailed requirements shall apply in respect of any Building to be constructed as part of External Works.

All tests to be carried out will be subject to the tolerances generally observed in relation to the Applicable Standards relating to the test in question and will include dimensional testing, and any pass or fail shall be construed accordingly.

B1 Test for Works leading to the issue of the Certificate of External Works Availability

Tests shall be carried out by or on behalf of the Contractor (and verified by the Technical Adviser) to confirm that the relevant Building has been constructed in accordance with the Authority's Requirements and that the Contractor Plant and Equipment (and excluding for the avoidance of doubt all CDT Equipment) have been installed and are working reliably and give satisfactory performance in accordance with the Authority's Requirements.

Tests shall comprise the following:

- (a) construction completion tests listed in B1.1 in this Section B; and
- (b) operational tests listed in B1.2 in this Section A.

Construction completion tests shall be carried out to confirm that construction and/or installation of plant is practically complete in accordance with this Section B.

Operational tests shall be carried out to demonstrate that the Building satisfies the operational requirements set out in the Authority's Requirements in accordance with this Section B.

The Authority's safety representative and the Contractor's safety representative shall carry out a joint safety inspection of the Building prior to the issue of the Certificate of External Works Availability relative thereto. Any matter agreed as not complying with the Contractor's obligations under this Agreement arising out of the safety inspection shall be remedied prior to the issue of the relevant Certificate of External Works Availability.

Not less than one month prior to the date upon which the Contractor anticipates that it will issue a Certificate of External Works Availability in respect of any Building, the Contractor shall provide to the Authority's Representative two draft copies of (i) "As constructed" drawings, (ii) the operating and maintenance manuals, (iii) training manuals and (iv) the CDM Regulations health and safety file (such file to include the Design and Build Risk Register highlighting residual risks that will require to be proactively managed by the occupants of the facilities).

Completion Tests

For buildings or part buildings governed by the Building Standards (Scotland) Regulations 1990, completion of construction shall not be attained until all building warrant completion certificates issued by the relevant Building Control Authority are obtained in respect of the relevant Works or temporary occupation certificates obtained and renewed until issue of such building warrant completion certificates.

Documentation

The Contractor shall be responsible for collecting and collating all data associated with the construction completion tests. Documentation generated throughout the construction completion tests shall be presented to the Authority's Representative (and copied to the Technical Adviser) as a bound, indexed document as part of the construction completion report.

B1.1 Construction Completion Tests

Construction Completion Tests shall be:

1. verification of water tightness and integrity of water retaining structures and chemical storage tanks;
2. visual verification of completion of the installation of all building fabric and services components including instrumentation and control equipment, cabling and handrails;
3. verification of all electrical installation including those set out in the IEE Regulations for Electrical Installations;
4. verification of signal continuity (electrical, pneumatic, hydraulic);
5. verification (as far as reasonably practicable) of correct operation of each item of mechanical and electrical equipment;
6. simulated operation of random sample automatic control systems, actuators, alarms etc.

7. calibration, as far as reasonably practicable of all instrumentation measuring systems; and
8. verification that all lifting beams and lifting apparatus fulfil the Authority's Requirements.

B1.2 Operational Tests

Subject to the Section B Snagging Works, the Contractor shall demonstrate that all mechanical and electrical plant and systems forming part of the Contractor Plant and Equipment operate in accordance with the Authority's Requirements.

Documentation

A plant log shall be kept by the Contractor during the operational test period. Prior to the start of the tests the Contractor shall forward the format of the plant log to the Technical Adviser for comment. All operational aspects of the New Project Facilities (other than the External Works) (e.g. adjustments, general observations, operational safety issues etc.) shall be recorded in the plant log. At the end of the operational tests three copies of the plant log shall be forwarded to the Technical Adviser.

Section C – Grass Playing Fields Availability Requirements

1. The condition of the Grass Playing Fields is such that the Grass Playing Fields meet the Availability Requirements specified in Section B.5.7(2) of the Operational Services Specification.
2. The Grass Playing Fields are complete with the exception of minor defects, deficiencies or omissions of a snagging nature whose remediation cannot reasonably be expected to disrupt the use of the Grass Playing Fields for intended purposes which such matters shall be detailed in the Snagging List ("**Section C Snagging Works**").
3. For the avoidance of doubt, a Certificate of Grass Playing Fields Availability may be issued in relation to different Grass Playing Fields at a New Project Facility and the issue of any such certificate shall be subject to the provisions of Clause 21 of the Agreement (*Notification of Service Availability*). In relation to any subsequent Certificate of Grass Playing Fields Availability for the same New Project Facility, or testing or inspection for the purpose of determining whether a Certificate of Grass Playing Fields Availability should be issued, any Grass Playing Fields which were the subject of an earlier Certificate of Grass Playing Fields Availability shall not be subject to any further testing or inspection.

Schedule Part 6

Transaction Documents

Section A

Project Documents

Item	Document	Parties
1.	Building Contract	Building Contractor, Contractor
2.	Appointment of Architect in relation to the New Project Facilities at Dingwall, Portree, Millburn, Inshes, Gaelic and Drummond.	Building Contractor and Keppie Design Limited
3.	Appointment of Structural Engineer in relation to the New Project Facilities at Dingwall, Portree, Millburn, Inshes, Gaelic and Drummond.	Building Contractor and A F Cruden Associates Limited
4.	Appointment of Mechanical and Electrical Engineer (Primary Schools) in relation to the New Project Facilities at Dingwall, Portree, Millburn, Inshes, Gaelic and Drummond.	Building Contractor and Wallace Whittle Limited
4A.	Appointment of Mechanical Engineer (Secondary Schools) in relation to the New Project Facilities at Dingwall, Portree, Millburn, Inshes, Gaelic and Drummond.	Building Contractor and Wallace Whittle Limited
5.	Appointment of Planning Supervisor	(1) Contractor and Armours & Partners; and (2) Contractor and McLeod & Aitken
6.	Appointment of Technical Adviser	Contractor, Security Trustee and Cyril Sweett Limited
7.	Mechanical and Electrical Engineer's Collateral Warranty for Authority (Primary Schools) in relation to the New Project Facilities at Inshes, Gaelic and Drummond.	Authority, Building Contractor and Wallace Whittle Limited
7A.	Mechanical and Electrical Engineer's Collateral Warranty for Authority (Secondary Schools) in relation to the New Project Facilities at Dingwall, Portree, Millburn.	Authority, Building Contractor and Wallace Whittle Limited
8.	Architect's Collateral Warranty for Authority in relation to the New	Authority, Building Contractor and Keppie Design Limited

Item	Document	Parties
	Project Facilities at Dingwall, Portree, Millburn, Inshes, Gaelic and Drummond.	
9.	Structural Engineer's Collateral Warranty for Authority in relation to the New Project Facilities at Dingwall, Portree, Millburn, Inshes, Gaelic and Drummond.	Authority, Building Contractor and A F Cruden Associates Limited
10.	Planning Supervisor's Collateral Warranty for Authority	(1) Authority, Contractor and Armours & Partners; and (2) Authority, Contractor and McLeod & Aitken
11.	Technical Adviser's Collateral Warranty for Authority	Authority, Contractor, Security Trustee and Cyril Sweett Limited
12.	Collateral Warranty from Building Sub-Contractor for Authority	Authority, Building Contractor and Tulloch Construction Group Limited;
13.	FM Agreement	FM Contractor, Contractor
14.	Services Direct Agreement	Authority, Contractor, FM Contractor and AWG Group Limited
15.	Construction Direct Agreement	Authority, Contractor, Building Contractor and AWG Group Limited
16.	Memorandum and Articles of Association of the Contractor	
17.	Interface Agreement	Contractor, Building Contractor, FM Contractor
18.	Building Sub-Contract	Building Contractor and Tulloch Construction Group Limited
19.	Appointment of Architect in relation to the New Project Facilities at Kinlochleven, Cawdor, Culbokie and Cullicudden.	Building Contractor and Keppie Design Limited
20.	Appointment of Structural Engineer in relation to the New Project Facilities at Kinlochleven, Cawdor, Culbokie and Cullicudden.	Building Contractor and A F Cruden Associates Limited
21.	Appointment of Mechanical Engineer in relation to the New Project Facilities at Kinlochleven, Cawdor, Culbokie and Cullicudden.	Building Contractor and Wallace Whittle Limited

Item	Document	Parties
22.	Collateral Warranty from Architect for Authority in relation to the New Project Facilities at Kinlochleven, Cawdor, Culbokie and Cullicudden.	Authority, Building Contractor, Keppie Design Limited
23.	Collateral Warranty from Structural Engineer for Authority in relation to the New Project Facilities at Kinlochleven, Cawdor, Culbokie and Cullicudden.	Authority, Building Contractor, A F Cruden Associates Limited
24.	Collateral Warranty from M&E Engineer for Authority in relation to the New Project Facilities at Kinlochleven, Cawdor, Culbokie and Cullicudden.	Authority, Building Contractor, Wallace Whittle Limited

Schedule Part 6

Section B

Funding Agreements

Part 1: Senior Funding Agreements

Item	Document	Parties
1.	Bonds (including the variation bonds)	the Issuer
2.	Bond Trust Deed	the Issuer, the Bond Trustee, Ambac
3.	Bond Guarantee	Ambac and the Bond Trustee
4.	Ambac EIB Guarantee	Ambac and European Investment Bank
5.	Bond Custody Agreement	the Issuer, Royal Bank of Canada Europe Limited (as Bond Custodian) and the Security Trustee
6.	Reimbursement and Indemnity Agreement	Ambac, the Contractor, HoldCo and the Issuer
7.	EIB Loan Agreement	The Contractor, HoldCo, the Issuer and European Investment Bank
8.	Direct Agreements:	
	• Funders Direct Agreement	The Contractor, the Security Trustee and the Authority
	• Construction Direct Agreement	The Contractor, Building Contractor, AWG Group Limited and the Security Trustee
	• FM Direct Agreement	The Contractor, FM Contractor, AWG Group Limited and the Security Trustee
9.	Collateral Deed	The Contractor, HoldCo, the Issuer, the Bond Trustee, the Security Trustee, European Investment Bank and Ambac
10.	Master Definitions Schedule	Building Contractor, FM Contractor, the Contractor, HoldCo, the Issuer, the Authority, Morrison Education (Highland) Limited, Northern Infrastructure Investments

Item	Document	Parties
		LLP (as Shareholders, Noteholders and Sponsors), Ambac, European Investment Bank, the Bond Trustee, the Security Trustee and Bondholders (as Senior Creditors), Royal Bank of Canada Europe Limited (as Paying Agents, Manager and Bond Custodian as initialled on their behalf by McGrigors, Pinsent Masons, Burness and MacRoberts.
11.	Ambac Fee Letter	The Contractor, HoldCo, the Issuer and Ambac
12.	<p>Security Documents:</p> <ul style="list-style-type: none"> <li data-bbox="331 831 651 864">• Project Co Debenture <li data-bbox="331 920 616 954">• HoldCo Debenture <li data-bbox="331 1010 600 1043">• Issuer Debenture <li data-bbox="331 1099 831 1133">• Security Trust and Intercreditor Deed <li data-bbox="331 1290 663 1323">• Assignment in Security <li data-bbox="331 1379 919 1413">• Project Co Cash Collateral Account Security <li data-bbox="331 1469 879 1503">• HoldCo Cash Collateral Account Security <li data-bbox="331 1559 863 1592">• Issuer Cash Collateral Account Security 	<p></p> <p>The Contractor in favour of the Security Trustee</p> <p>HoldCo in favour of the Security Trustee</p> <p>The Issuer in favour of the Security Trustee</p> <p>The Contractor, HoldCo, the Issuer, Ambac, EIB, the Bond Trustee, the Security Trustee, the Shareholders</p> <p>The Contractor in favour of the Security Trustee</p> <p>The Contractor in favour of the Security Trustee</p> <p>The HoldCo in favour of the Security Trustee</p> <p>The Issuer in favour of the Security Trustee</p>
13.	<p>Intercompany On Loan Agreements (other than Project Co Loan Note Instrument)</p> <ul style="list-style-type: none"> <li data-bbox="331 1749 823 1783">• Bond Proceeds On Loan Agreement <li data-bbox="331 1839 807 1872">• EIB Proceeds On Loan Agreement 	<p></p> <p>The Issuer, the Contractor and the Security Trustee</p> <p>The Issuer, the Contractor and the Security Trustee</p>
14.	Guaranteed Investment Contract	The Contractor, Royal Bank of Canada, London Branch (as GIC Provider), Ambac, European

Item	Document	Parties
		Investment Bank, the Bond Trustee and the Security Trustee
15.	Equity Subscription Agreement	The Contractor, HoldCo, the Issuer, the Shareholders, Ambac, the Bond Trustee, the Security Trustee and European Investment Bank
16.	Stockholder's letters of credit:	
	<ul style="list-style-type: none"> • 3i Guarantee 	3i Group plc in favour of the Security Trustee
	<ul style="list-style-type: none"> • Morrison Guarantee 	Royal Bank of Scotland plc In favour of the Security Trustee
17.	Bond Trustee and Security Trustee Appointment and Fee Letter	The Contractor, the Bond Trustee, the Security Trustee and the Issuer
18.	Accounts Agreement	The Contractor, HoldCo, the Issuer, the Security Trustee, the Bond Trustee, Ambac and European Investment Bank
19.	Accounts Mandate Agreement	The Contractor, HoldCo, the Issuer, the Security Trustee, The Royal Bank of Scotland plc, Ambac and European Investment Bank

Part 2: Subordinated Funding Agreements

Item	Document	Parties
1.	HoldCo Loan Instrument	HoldCo
2.	Project Co Loan Instrument	the Contractor
3.	Intragroup Loan Agreement	The Issuer, the Contractor and the Security Trustee
4.	Issuer Loan Note Instrument	The Issuer
5.	Shareholders Agreement	The Contractor, the Issuer, HoldCo and the Shareholders

Schedule Part 7

Payment Mechanism

Section A – New Project Facilities Payment Mechanism

Part 1: Definitions

Area means an area of a New Project Facility identified in Part 8 of this Section A to this Schedule Part 7;

Authority Year means each period of 12 calendar months during the period from 1 April following the Effective Date to the Expiry Date;

Availability Deductions or AD means the deductions, (if any) to be deducted from the second or any subsequent Monthly Unitary Charge_(s) as a result of an Area (other than an Area required by the Authority in respect of Flexible Use) being Unavailable or Unavailable but Used calculated in accordance with Part 4 of Section A of Schedule Part 7;

Availability Failure means, in respect of all Areas in respect of which a Certificate of Service Availability or Certificate of External Works Availability or Certificate of Grass Playing Fields Availability (as the case may be) has been issued, a failure (which continues after the expiry of the relevant Rectification Period) to provide the Services in accordance with the Availability Standards, other than as a result of:

- (a) a breach by the Authority of the express terms of this Agreement;
- (b) an Authority Change or a Qualifying Change in Law being carried out in accordance with the implementation plan agreed under the Change Procedure or any Small Works carried out in accordance with Clauses 56.1.17 to 56.1.18;
- (c) maintenance being carried out in accordance with the Maintenance Programme and within the relevant time periods set out in the Maintenance Programme;
- (d) an Emergency which is the subject of an instruction by the Authority to the Contractor under Clause 26 of this Agreement (save to the extent that such Emergency is caused by the acts or omissions of the Contractor or Contractor Related Party);
- (e) an Authority Default;
- (f) a Services Compensation Event;
- (g) the Authority carrying out a survey or inspection (as the case may be) pursuant to Clause 20.3 (*Monitoring and Inspection*), Clause 24.2 (*Surveys*), 24.5. (Rights of Inspection) or Clause 41.2 (*Final Survey*);
- (h) any act or omission of any utilities provider or statutory undertaker to the extent not caused or contributed to by the Contractor or a Contractor Related Party;
- (i) compliance by the Contractor with an express written request or direction of the Authority in relation to the performance of the Operational Services;
- (j) failures of or caused by furniture, plant or equipment in a New Project Facility which is not Contractor Plant and Equipment provided that the Contractor is not in receipt or due to receive (or could claim for) payment for any Deductions which would otherwise be due in respect of such failure under any of the insurances maintained in respect of loss of profits, or to be maintained pursuant to Clause 61 (*Insurance*);
- (k) removal from its intended location of any furniture, plant or equipment by an Authority Related Party, save where the Contractor has failed to comply with an instruction of the Authority (as provided for in the Operational Services Specification) to replace such furniture, plant or equipment, and provided always that the Contractor has notified any such removal as soon as reasonably practicable to the school office (during School Hours) or other nominated

representative of the Authority notified to the Contractor from time to time for that purpose;

- (l) malicious damage in circumstances where Clause 83.3A applies and the Authority has not issued an instruction to the Contractor pursuant to Clause 83.10,
- (m) in respect of Inshes Primary School only, that section of the Inshes distributor road shown hatched in red on the plan set out at Appendix B to Schedule Part 16 not being or ceasing to be adopted on the local roads authority's list of public roads (in terms of Section 1 of the Roads (Scotland) Act 1984) by the local roads authority at any time after the relevant Service Availability Date,

provided (for the avoidance of doubt) that if an Availability Failure is attributable to

- (i) any failure to provide the Services in accordance with the Availability Standards where such failure is attributable to
 - (a) any landscaping grassed areas or playing fields forming part of the Snagging Works until the expiry of 6 full Growing Months after the date on which the Contractor is obliged pursuant to Clause 21.8.8 to lay turf in relation to such; or
 - (b) Grass Playing Fields at a New Project Facility prior to (but not including) the Target Grass Playing Fields Availability Date in relation to that New Project Facility set out in Section B of Schedule Part 4 (New Project Facilities) (as may be adjusted from time to time in accordance with this Agreement)

shall not be deemed to be an Availability Failure;

- (ii) a failure to meet an Availability Standard which, in terms of the Services Specification, shows two Rectification Periods, one described as "temp" and the other "perm", and there has been a failure to meet the Availability Standard in both Rectification Periods, there shall only be one Availability Failure, the Rectification Period for which shall be determined by reference to the "perm" period;

Availability Standards means in respect of the Operational Period the service standards set out in the Services Specification in the column headed "Availability Standard";

Base Unitary Charge means as adjusted from time to time in accordance with Section B (Unitary Charge Adjustment) of this Schedule Part 7 (*Payment Mechanism*);

Blended Equity IRR means the real pre-tax blended rate of return for equity and amounts advanced under Subordinated Funding Agreements as shown in the Financial Model (Cell reference: "Summary" sheet, Cell J42. (as adjusted from time to time in accordance with this Agreement, which at the Effective Date is ;

Core Times means during School Days, 8am to 6pm;

Day means a period of 24 hours commencing at 0000 hours during which there are Core Times or Flexible Use Hours;

Deduction means an Availability Deduction, a Performance Deduction, a Repeated Failure Deduction, a Flexible Use Deduction, or a Reporting Failure Deduction, as the case may be;

Deduction Factor or DF means, for the purpose of calculating a Performance Deduction the relevant percentage set out in the relevant Deduction Look-up Table;

Deduction Look-up Table means the table identified in Paragraph 3 of Part 4 of Section A of Schedule Part 7;

Deduction Period or DP means, for the purpose of calculating either an Availability Deduction or a Performance Deduction, the number of Days failure:

- (a) where the Logged Failure Time occurs during Core Times or Flexible Use relating to the Area in respect of which there has been a failure to provide any of the Services in accordance with

the Availability Standards or the Performance Standards on a particular Day (“Day 1”), the number of Days that elapse from and including, Day 1 to, and including, the Day on which the Logged Rectification Time occurs but excluding the Day on which the Logged Rectification Time occurs if this occurs prior to the commencement of Core Times or Flexible Use relating to that Area (if earlier) on that Day; and

- (b) where the Logged Failure Time occurs outwith Core Times or Flexible Use relating to the Area in respect of which there has been a failure to provide any of the Services in accordance with the Availability Standards or the Performance Standards:
- (i) prior to commencement of Core Times or Flexible Use relating to that Area (if earlier), on that Day (“Day 1”) the number of Days that elapse from and including Day 1 to and including the Day on which the Logged Rectification Time occurs but excluding the Day on which the Logged Rectification Time occurs if the Logged Rectification Time occurs prior to commencement of Core Times or Flexible Use relating to that Area (if earlier) on that Day; or
 - (ii) after the expiry of the later of Core Times or Flexible Use relating to that Area on that Day the number of Days that elapse from and including the next Day (“Day 1”) to, and including, the Day on which the Logged Rectification Time occurs but excluding the Day on which the Logged Rectification Time occurs if this occurs prior to commencement of Core Times or Flexible Use relating to that Area (if earlier) on the Day on which the Logged Rectification Time occurs

Dingwall Initial Phase means the proportion of the New Project Facility numbered 1 in the table contained in Schedule Part 4, Section B (*New Project Facilities*) to be completed in order to achieve Service Availability at such New Project Facility;

Dingwall Second Phase means the proportion of the New Project Facility numbered 1 in the table contained in Schedule Part 4, Section B (*New Project Facilities*) to be completed in order to achieve External Works Availability at such New Project Facility;

Drummond Initial Phase means the proportion of the New Project Facility numbered 10 in the table contained in Schedule Part 4, Section B (*New Project Facilities*) to be completed in order to achieve Service Availability at such New Project Facility;

Drummond Second Phase means the proportion of the New Project Facility numbered 10 in the table contained in Schedule Part 4, Section B (*New Project Facilities*) to be completed in order to achieve External Works Availability at such New Project Facility;

Efficiency Factor or y means the value of the factor ‘y’ as used in the Indexation Adjustment;

Failure means an Availability Failure or a Performance Failure;

Final Certificate Date means the date on which the last Acceptance Certificate is issued by the Technical Adviser in respect of the New Project Facilities (disregarding, for the avoidance of doubt, the certificate to be issued by the Technical Adviser pursuant to Clause 21.6);

Flexible Use means the use of any Area of a New Project Facility, where such use is not during Core Times including use in excess of the Flexible Use Hours Cap in any Contract Year provided the Authority meets the additional agreed costs of such use as specified in Clause 29.2.3;

Flexible Use Deductions or FD are as defined in Paragraph 6 of Part 4 of Section A of this Schedule Part 7;

Flexible Use Deductions Cap means, in respect of any Day:

- (i) 15% of the SU on that Day;
- multiplied by
- (ii) the SUR applicable on that Day;

Flexible Use Hour means, in any Contract Year, the use of any or all Areas within a New Project Facility for a period of one hour in respect of Flexible Use and does not include any hours during Core Times;

Flexible Use Hours Cap means in any Contract Year, 12000 hours;

Gross Service Units or GSU means the number of service units attributed to each Area or Areas of each New Project Facility set out in Part 8 of this Section A to this Schedule Part 7;

Gross Service Units Affected or GSUA means in respect of any Failure or other incidence of Unavailability the number of Gross Service Units affected by such Failure or other incidence of Unavailability;

Helpdesk means the helpdesk facilities established by the Contractor pursuant to the Services Specifications;

Indexation Adjustment or IA means, in respect of any Authority Year commencing on or after 1 April 2007:

$$1 + \left[(0.48) * \left(\left(\frac{I_j - I_{j-1}}{I_{j-1}} \right) - y \right) \right]$$

where:

I_j = the RPIX for the month of January in Year $n-1$; and

I_{j-1} = the RPIX for the month of January in Year $n-2$ save in respect of the Authority Year commencing on 1 April 2007 when I_{j-1} = the RPIX for the calendar month in which the Effective Date falls

$y = 0$

Kinlochleven Initial Phase means the proportion of the New Project Facility numbered 4 in the table contained in Schedule Part 4, Section B (*New Project Facilities*) to be completed in order to achieve Service Availability at such New Project Facility;

Kinlochleven Second Phase means the proportion of the New Project Facility numbered 4 in the table contained in Schedule Part 4, Section B (*New Project Facilities*) to be completed in order to achieve External Works Availability at such New Project Facility;

Logged Failure Time means, subject to Clause 83.9.5 and Clause 83.10.2.2, the date and time which is shown in the Helpdesk records maintained by the Contractor in accordance with the Services Specification as being the date and time at which a failure to provide Services in accordance with the Availability Standards or Performance Standards was intimated by email, fax or a telephone call to the Helpdesk, or if a failure affecting the Helpdesk occurs, to a janitor at the New Project Facility by the Authority's Representative, the School Representative, a teacher employed at the New Project Facility, any person authorised by the Authority to call the Helpdesk and notified to the Contractor from time to time, any Authority Employee in an emergency, the Contractor, the FM Contractor and/or any sub-contractor of the Contractor and/or FM Contractor or if a failure affecting the Helpdesk occurs, as shown on the manual Helpdesk records maintained by the Contractor or a janitor to whom a failure is intimated;

Logged Rectification Time means, subject to Paragraph 10.6.2 of Part 5 of this Section A, the time which is shown in the Helpdesk records maintained by the Contractor in accordance with the Services Specification as being the time of rectification of a failure to provide Services in accordance with the Availability Standards or Performance Standards for which there is a logged rectification time or in the event that a failure affecting the Helpdesk occurs as shown on the manual Helpdesk records maintained by the Contractor, provided that the Authority may request that the Contractor provides evidence to the Authority's Representative (which it shall provide as soon as reasonably practicable thereafter) to verify the time of rectification shown in the Helpdesk records maintained by the Contractor. Where the evidence is insufficient to satisfy the Authority (acting reasonably) as to the time of rectification, the parties shall use reasonable endeavours to agree the actual time of

rectification, failing which the actual time of rectification shall be determined under the Dispute Resolution Procedure and once agreed or determined, shall be the Logged Rectification Time;

Milburn Initial Phase means the proportion of the New Project Facility numbered 3 in the table contained in Schedule Part 4, Section B (*New Project Facilities*) to be completed in order to achieve Service Availability at such New Project Facility;

Milburn Second Phase means the proportion of the New Project Facility numbered 3 in the table contained in Schedule Part 4, Section B (*New Project Facilities*) to be completed in order to achieve External Works Availability at such New Project Facility;

Minimum Availability Deduction means £100, (increased or decreased (as the case may be) annually according to the Indexation Adjustment), save for Portree Swimming Pool, where the Minimum Availability Deduction will be £400 at financial close (increased or decreased (as the case may be) annually according to the Indexation Adjustment);

Minimum Performance Deductions means £50, (increased or decreased (as the case may be) annually according to the Indexation Adjustment) save for Portree Swimming Pool, where the Minimum Performance Deduction will be £100 at financial close (increased or decreased (as the case may be) annually according to the Indexation Adjustment);

Monthly Net Charge or MNC means for each Payment Period, the amount calculated in accordance with Paragraph 2 of Part 3 of this Section A of Schedule Part 7;

Monthly Unitary Charge or MUC means:

- (a) for each Payment Period occurring prior to the first full Contract Year after the Final Certificate Date the amount calculated in accordance with Paragraph 1 (a) and (b) of Part 3 of this Section A of Schedule Part 7; and
- (b) for each subsequent Payment Period the amount calculated in accordance with Paragraph 1(d) of Part 3 of this Section A of Schedule Part 7 divided by twelve.

Where the Termination Date falls part way through a Payment Period, the MUC will be calculated on a pro rata basis to reflect the number of days in the Payment Period prior to the Expiry Date, or as the case may be, Termination Date;

Multiplier or **M** means, for the purpose of calculating the Repeated Failure Deduction, 1.5;

Notional Unitary Charge means:

- (a) prior to the commencement of the first Contract Year following the date of this Agreement, the Base Unitary Charge multiplied by the Indexation Adjustment in each intervening Authority Year; and
- (b) for each subsequent Contract Year, the Notional Unitary Charge for the preceding Contract Year multiplied by the Indexation Adjustment;

Performance Deduction or PD means the deduction (if any) from the Monthly Unitary Charge for the second or any subsequent Payment Period as a result of a Performance Failure, calculated in accordance with Paragraph 3 of Part 4 of Section A of Schedule Part 7;

Performance Failure means, in respect of all Areas in respect of which a Certificate of Service Availability or Certificate of External Works Availability or Certificate of Grass Playing Fields Availability (as the case may be) has been issued, a failure (which continues after the expiry of the relevant Rectification Period) to provide the Services in accordance with the Performance Standards, other than as a result of:

- (a) a breach by the Authority of the express terms of this Agreement;
- (b) an Authority Change or a Qualifying Change in Law carried out in accordance with the implementation plan agreed under the Change Procedure or any Small Works carried out in accordance with Clauses 56.1.17 to 56.1.18;

- (c) maintenance being carried out in accordance with the Maintenance Programme and within the relevant time periods set out in the Maintenance Programme;
- (d) an Emergency which is the subject of an instruction by the Authority to the Contractor under Clause 26 of this Agreement (save to the extent that such Emergency is caused by the acts or omissions of the Contractor or any Contractor Related Party);
- (e) an Authority Default; or
- (f) a Services Compensation Event
- (g) the Authority carrying out a survey or inspection (as the case may be) pursuant to Clause 20.3 (*Monitoring and Inspection*), Clause 24.2 (*Surveys*), 24.5. (*Rights of Inspection*) or Clause 41.2 (*Final Survey*);
- (h) any act or omission of any utilities provider or statutory undertaker to the extent not caused or contributed to by the Contractor or a Contractor Related Party;
- (i) compliance by the Contractor with an express written request or direction of the Authority in relation to the performance of the Operational Services;
- (j) failures of or caused by furniture, plant or equipment in a New Project Facility which is not Contractor Plant and Equipment provided that the Contractor is not in receipt or due to receive payment for any Deductions which would otherwise be due in respect of such failure (or for which are claimable by the Contractor) under any of the insurances maintained in respect of loss of profits, or to be maintained pursuant to Clause 61 (*Insurance*);
- (k) removal from its intended location of any furniture, plant or equipment by an Authority Related Party, save where the Contractor has failed to comply with an instruction of the Authority (as provided for in the Operational Services Specification) to replace such furniture, plant or equipment, and provided always that the Contractor has notified any such removal as soon as reasonably practicable to the school office (during School Hours) or other nominated representative of the Authority notified to the Contractor from time to time for that purpose;
- (l) malicious damage in circumstances where Clause 83.3A applies and the Authority has not issued an instruction to the Contractor pursuant to Clause 83.10;
- (m) in respect of Inshes Primary School only, that section of the Inshes distributor road shown hatched in red on the plan set out at Appendix B to Schedule Part 16 not being or ceasing to be adopted on the local roads authority's list of public roads (in terms of Section 1 of the Roads (Scotland) Act 1984) by the local roads authority at any time after the relevant Service Availability Date,

provided (for the avoidance of doubt) that if a Performance Failure is attributable to

- (i) any failure to provide the Services in accordance with the Performance Standards where such failure relates to
 - (a) any landscaping grassed areas or playing fields forming part of the Snagging Works until the expiry of 6 full Growing Months after the date on which the Contractor is obliged pursuant to Clause 21.8.8 to lay turf in relation to such; or
 - (b) Grass Playing Fields at a New Project Facility prior to (but not including) the Target Grass Playing Fields Availability Date in relation to that New Project Facility set out in Section B of Schedule Part 4 (New Project Facilities) (as may be adjusted from time to time in accordance with this Agreement)

shall not be deemed to be a Performance Failure;

- (ii) a failure to meet a Performance Standard which, in terms of the Services Specification, shows two Rectification Periods, one described as "temp" and the other

“perm”, and there has been a failure to meet the Performance Standard in both Rectification Periods, there shall only be one Performance Failure, the Rectification Period for which shall be determined by reference to the “perm” period;

Performance Standards means in respect of the Operational Services Period the service standards set out in the Services Specifications in the column headed “Performance Standard”;

Phase means a phase identified in the column headed “Phase” in the Table;

Phased Payment means for any Payment Period in respect of any Phase in respect of which Service Availability or External Works Availability (as the case may be) has occurred prior to or during that Payment Period:

(a) the figure set out in the column headed “Proportions of Unitary Charge” opposite that Phase in the Table;

multiplied by

(b) one twelfth of the Notional Unitary Charge,

provided that where in respect of a Phase the Service Availability Date or the External Works Availability Date (as the case may be) occurs during that Payment Period, the value of (b) as calculated above for that Phase shall be multiplied by:

$$\frac{D_x}{D_m}$$

where:

D_x is the number of days from and including the Service Availability Date or External Works Availability Date (as the case may be for that Phase until the end of the Payment Period; and

D_m is the number of days in that Payment Period;

Phased Monthly Unitary Charge means in relation to any Payment Period, the aggregate of Phased Payments relative to that Payment Period;

Portree Initial Phase means the proportion of the New Project Facility numbered 2 in the table contained in Schedule Part 4, Section B (*New Project Facilities*) to be completed in order to achieve Service Availability at such New Project Facility;

Portree Second Phase means the proportion of the New Project Facility numbered 2 in the table contained in Schedule Part 4, Section B (*New Project Facilities*) to be completed in order to achieve External Works Availability at such New Project Facility;

Rectification Period means, subject to Clause 83.9 and Clause 83.10, the number of hours or Days as specified in the Services Specification allowed for the rectification of any failure to meet the Availability Standards or Performance Standards which Rectification Period:

(a) shall commence at the Logged Failure Time (if the Logged Failure Time occurs during Core Times or Flexible Use Hours); or

(b) if the Logged Failure Time occurs outwith Core Times or Flexible Use Hours, shall commence at the commencement of the immediately following Core Times or Flexible Use Hours;

(c) shall be extended by any period during which the Contractor was prevented or interrupted by the Authority or any person listed in the definition of Authority Related Party from rectifying any failure to meet the Availability Standards or Performance Standards provided always that the Contractor has notified any such prevention or interruption as soon as reasonably practicable to the school office (during School Hours) or other nominated representative of the Authority notified to the Contractor from time to time for that purpose; and

- (d) if the Logged Failure Time occurs during Core Times but outwith School Hours and the Area affected by such failure is not required for use (i) during such Core Times or (ii) during Flexible Use Hours which fall before the next occurring Core Times, (in each case as determined by the Authority) shall commence at the commencement of the immediately following Core Times;

Repeated Failure means the occurrence of the events set out in Paragraph 4 of Part 4 of this Schedule Part;

Repeated Failure Deduction or **RFD** means the total deduction (if any) from the Monthly Unitary Charge for a Repeated Failure calculated in accordance with Paragraph 4 of Part 4 of Section A of Schedule Part 7;

Reporting Failure means a failure by the Contractor to make a deduction in a Performance and Payment Report in respect of an event which ought to give rise to a Deduction from the Monthly Unitary Charge;

Reporting Failure Deduction or **RD** means a deduction (if any) from the Monthly Unitary Charge as a result of a Reporting Failure calculated in accordance with Paragraph 5 of Part 4 of Section A of Schedule Part 7;

School Day means those days on which the Council requires to use the New Project Facilities for the delivery of the education curriculum or for the training or preparation of teaching staff being those days notified by the Council to the Contractor by 31 March in each Payment Year and not being more than 195 in a 365 (or 366 in a leap year) day period;

Service Response Priority Level 1, 2, 3, 4 or 5 means the priority level for the purpose of determining the Deduction Factor as set out in the Services Specifications;

Service Unit Base Rate means:

- (a) in the first Contract Year, £ multiplied by the Indexation Adjustment; and
- (b) in each subsequent Contract Year until the first full Contract Year following the Final Certificate Date the Service Unit Base Rate for the previous Contract Year multiplied by the Indexation Adjustment;

Service Unit Rate or SUR means:

- (a) on any Day in any Payment Period in the period prior to the commencement of the first full Contract Year after the Final Certificate Date an amount equal to:

$$\frac{\text{Phased Monthly Unitary Charge payable in that Payment Period} \times 12}{\text{TD}} \div \text{SU}$$

- (b) for the first full Contract Year following the Final Certificate Date, the Service Unit Base Rate multiplied by the Indexation Adjustment;
- (c) for each subsequent Contract Year, the Service Unit Rate for the preceding Contract Year multiplied by the Indexation Adjustment;

Service Units or SU means:

- (a) for the period prior to the commencement of the first full Contract Year following the Final Certificate Date, the aggregate of the figures shown in the column headed "GSUs Applicable to Phase" in the Table in respect of each Phase in respect of which a Service Availability or External Works Availability (as appropriate) has occurred; and
- (b) for each full Contract Year following the Final Certificate Date the total number of Gross Service Units attributable to the New Project Facilities;

Service Units Affected or SUA means Gross Service Units Affected;

Service Units per School or SUS means the GSU attributable to each New Project Facility in respect of which the Service Availability Date and External Works Availability Date (where relevant) has occurred, as such GSU are set out in Part 8 of this Schedule Part 7;

Table means the table set out in Part 9 of this Schedule Part 7;

Total Days or TD means 225 days and will not be adjustable in any Contract Year for variations in the number of School Days due to the timing of Easter holidays;

Unavailable /Unavailability means, in relation to any Area, an Availability Failure affecting that Area or an Area required to permit access to or the use of that Area (unless that Area is Unavailable but Used) provided that an Area will not become Unavailable:

- (a) for the first Day of an Availability Failure, if the Authority in its sole discretion (in respect of use other than Flexible Use), elects to use suitable alternative accommodation within the relevant New Project Facility; or
- (b) for the first 2 Days of an Availability Failure (or such longer period as the Authority may in its sole discretion agree) if the Contractor provides suitable alternative provision outwith the relevant permanent New Project Facility buildings (acceptable to the Authority acting reasonably) in a location within the town boundaries where the New Project Facility is situated together with transport facilities; or
- (c) if it would not be required for use after the expiry of the relevant Rectification Period during (i) Core Times (under exception of School Hours) within a School Day or (ii) Flexible Use Hours within a Day, in each case as determined by the Authority;
- (d) where it is required for Flexible Use and the Contractor has made available an alternative Area within the relevant New Project Facility equivalent in all material respects (of which the Authority shall be the sole judge, acting reasonably) to the Area requested (having regard to the nature of the intended Flexible Use) and that whether or not the alternative Area is in fact used;

Unavailable but Used means in relation to any Area of a New Project Facility that the relevant Area is Unavailable but is used by the New Project Facility for its normal purpose (in the case of Unavailability during Core Times) or its intended use (in the case of Unavailability during Flexible Use Hours) at any time (apart from the purposes of evacuating the Areas and the time taken for such evacuation) during Core Times or (for the purposes of paragraph 6.1(b) of Part 4 of Section A to this Schedule Part 7 only) Flexible Use Hours (as the case may be), including for the avoidance of doubt, for the provision of Educational Services, Community Educational Services and/or Community Use during which it would otherwise be Unavailable;

Unitary Charge or UC means:

- (a) for each Contract Year falling prior to the commencement of the first full Contract Year following the Final Certificate Date the amount calculated in accordance with Paragraph 1(c) of Part 3 of Section A of Schedule Part 7; and
- (b) for the first full Contract Year following the Final Certificate Date and each Contract Year thereafter, the amount calculated in accordance with Paragraph 1(d) of Part 3 of Section A of Schedule Part 7;

Whole School Unavailability means an Availability Deduction for the whole New Project Facility there being deemed to be an Availability Failure affecting all Areas of a New Project Facility if any of the following Whole School Unavailability conditions occur:

- (a) the Whole School Unavailability Threshold is exceeded;
- (b) if during School Hours toilet provision in terms of number of operating toilets and associated toilet facilities breaches Legislation or any requirement of a Relevant Authority;
- (c) for the Primary Schools, if during School Hours, the number of spaces available for teaching

including the use of the school hall as one classroom is insufficient for the number of classes;

- (d) for Kinlochleven High School, if during School Hours, six (6) classrooms or more are Unavailable (where, for this purpose, a classroom is defined as a teaching area of 55 square metres or more);
- (e) Unavailability of Kitchen Facilities in any New Project Facility on a School Day before 12 noon;
- (f) any failure during School Hours of the Contractor to satisfy the requirements of Section B.5.3 of the Operational Services Specification (*Security Provision*) where the head of the establishment at the relevant New Project Facility determines that the breach of security is such that the New Project Facility has to be vacated or access or circulation within the New Project Facility restricted in a lock down situation; or
- (g) that an Availability Failure has occurred which affects all Areas of the relevant New Project Facility during Core Times;

Whole School Unavailability Threshold or WSUT means during Core Times, 30% or more of the total Gross Service Units for the relevant New Project Facility are Unavailable or Unavailable but Used.

Part 2 - Not Used

Schedule Part 7

Part 3 - Payment Provisions

MONTHLY UNITARY CHARGE

1. Payment during the Operational Services Period

- (a) The Monthly Unitary Charge for a Payment Period falling prior to commencement of the first full Contract Year after the Final Certificate Date shall be the Phased Monthly Unitary Charge relating to that Payment Period.
- (b) No payment shall be made in respect of a Phase comprising External Works until the Service Availability Date for the relevant New Project Facility has occurred.
- (c) The Unitary Charge for each Contract Year falling prior to the commencement of the first full Contract Year following the Final Certificate Date shall be the aggregate of the sums payable under Paragraph 1(a) above in that Contract Year.
- (d) The Unitary Charge for the first full Contract Year following the Final Certificate Date and each Contract Year thereafter shall be calculated as follows:

$$UC = SU \times SUR \times TD$$

2. Monthly Net Charge

The Monthly Net Charge for the first Payment Period following the Service Availability Date of the first Project Facility shall be the Monthly Unitary Charge. The Monthly Net Charge for each subsequent Payment Period shall be:

- (a) the Monthly Unitary Charge; minus
- (b) the aggregate of the Deductions calculated by reference to the preceding Payment Period, namely:
 - (i) the Availability Deductions (if any); and
 - (ii) the Performance Deductions (if any); and
 - (iii) the Reporting Failure Deductions (if any); and
 - (iv) the Repeated Failure Deductions (if any); and
 - (v) the Flexible Use Deductions (if any).

that is to say:

$$MNC = MUC - AD - PD - RFD - RD - FD$$

Schedule Part 7

Part 4 - Deductions

1. Maximum Deduction

If the sum of the Deductions in a Payment Period is greater than the Monthly Unitary Charge then the Deductions shall be limited to the amount of the Monthly Unitary Charge.

2. Availability Deductions

The Availability Deductions for each Payment Period shall be calculated for each School Day during which an Availability Failure occurs which renders any Area Unavailable or Unavailable but Used. This will be ascertained by applying the following formulae in respect of each instance of Unavailability or Unavailable but Used and then taking the sum of the products of such calculations, that is to say:

- (a) for each instance of Unavailability (except in relation to Flexible Use (where paragraph 6.1 of this Part 4 shall apply)), the greater of:
 - (i) the Minimum Availability Deduction; and
 - (ii) $SUA \times SUR \times DP$
- (b) for each instance of Unavailable but Used (except in relation to Flexible Use (where paragraph 6.1 of this Part 4 shall apply)), the greater of:
 - (i) the Minimum Availability Deduction $\times 0.50$; and
 - (ii) $SUA \times SUR \times DP \times 0.50$;

Notwithstanding the foregoing:

- (i) if on the relevant day, any of the Whole School Unavailability conditions are met, then the SUA shall be deemed to be the SUS for the relevant New Project Facility and the formula in Paragraphs 2(a) and/or 2(b) as the case may be above calculated accordingly; and
- (ii) where two or more Availability Failures occur during a Day and the same Gross Service Units are affected, only one Availability Deduction shall apply in respect of those Gross Service Units at such time, being the Availability Deduction that produces the highest Availability Deduction.

3. Performance Deductions

Performance Deductions for each Payment Period shall be calculated by applying the following formula for each Performance Failure and each Performance Deduction shall be the greater of (subject to the proviso below):

- (a) the Minimum Performance Deduction; and
- (b) $SUA \times SUR \times DF \times DP$,

provided that when the Deduction Factor is equal to 0% no Deduction will be made. All Performance Deductions shall be aggregated for each Payment Period.

The Deduction Factor to be applied in the calculation of a Performance Deduction shall equal the percentage shown in the Deduction Look-up Table. The Deduction Factor is dependent on the Service Response Priority Level for each Performance Failure and the number of Performance Failures (including this one) which have occurred during the Payment Period.

The Performance Deductions in any Payment Period shall not exceed 30% of the Monthly

Unitary Charge.

No deduction will be made in respect of Gross Service Units Affected by a Performance Failure for any day in respect of which the same Gross Service Units Affected have been subject to an Availability Deduction as calculated in accordance with Paragraphs 2(a) or 2(b), or a Flexible Use Deduction as defined in Paragraph 6 of this Part 4 of Section A of Schedule Part 7.

Where two or more Performance Failures occur during a Day and the same Gross Service Units are affected, only one Performance Deduction shall apply in respect of those Gross Service Units at such time, being the Performance Deduction that produced the highest Performance Deduction.

Deduction Look Up Table

Performance Failures occurring in each Payment Period and having the same Service Response Priority Level	Service Response Priority Level				
	1	2	3	4	5
1	20%	10%	0%	0%	0%
2	30%	20%	10%	0%	0%
3	40%	30%	20%	10%	0%
4	50%	40%	30%	20%	10%
5	50%	50%	40%	40%	20%
6 or more	50%	50%	50%	50%	50%

4. Repeated Failure Deductions

If a Failure of the same Availability Standard or Performance Standard (other than by reason of a Relief Event or Force Majeure) occurs six or more times in a period of three consecutive Payment Periods (at any one New Project Facility) or nine or more times in a period of three consecutive Payment Periods (at one or more New Project Facility) then the Availability Deduction, Flexible Use Deduction or the Performance Deduction, as the case may be, shall be multiplied by the Multiplier to produce the RFD provided that the RFD shall be applied instead of, and not in addition to, the Availability Deduction, Flexible Use Deduction or Performance Deduction that would otherwise be made in respect of the sixth (or ninth (as the case may be)) and each subsequent occurrence of the Repeated Failure over such period of three consecutive Payment Periods. For the avoidance of doubt, Repeated Failures shall be counted over a rolling period of three consecutive Payment Periods.

5. Reporting Failure Deductions

If it is agreed or determined that there has been a Reporting Failure in calculating the Monthly Net Charge for the Payment Period which is corrected by the Contractor prior to payment of the relevant invoice by the Authority, no Reporting Failure Deduction shall apply.

Subject as aforesaid, if it is agreed or determined that there has been a Reporting Failure in calculating a Monthly Net Charge, then for the Payment Period during which such agreement is reached or determination is made, the Contractor shall:

- (a) make the Deduction (the subject of the Reporting Failure), from the relevant Monthly Unitary Charge relating to that Payment Period and in addition
- (b) make a Reporting Failure Deduction, being a deduction of a sum equal to 25% of the Deduction referred to in (a) above (or 50% of the Deduction where it is agreed or determined that the Reporting Failure has been due to fraud or wilful default of the Contractor or a Contractor Related Party).

Where, as a result of a Reporting Failure, a Deduction has not been made and that same Deduction should have resulted in the application of a Repeated Failure Deduction, the Contractor shall:

- (a) make the Repeated Failure Deduction from the next Monthly Unitary Charge; and
- (b) make a Reporting Failure Deduction as a percentage of the Repeated Failure Deduction from the next Monthly Unitary Charge

Where a Deduction has been made, but it has been identified that as a result of a Reporting Failure such Deduction was incorrectly calculated because the Availability Failure or Performance Failure giving rise to such Deduction was in fact a Repeated Failure and in calculating the Deduction a Repeated Failure should have applied, the Contractor shall:

- (a) recalculate the relevant Deduction as a Repeated Failure Deduction and shall deduct from the next Monthly Unitary Charge the difference between that calculation and the amount that has already been included as a Deduction from a Monthly Unitary Charge; and
- (b) make a Reporting Failure Deduction as a percentage of the Repeated Failure Deduction from the next Monthly Unitary Charge.

The Authority shall only be entitled to make a claim in respect of this paragraph 5 for the six months preceding the date on which the claim is made, or notification of the failure to properly calculate the Deductions is given.

6 Flexible Use Deductions

6.1 Subject to the remaining provisions of this Paragraph 6, where in respect of any Area that the Contractor is required to make available for Flexible Use in terms of Clause 29.2 (*Flexible Use Hours*) an Availability Failure occurs which renders that Area Unavailable or Unavailable but Used, the provisions of Paragraph 2 of this Part 4 of Section A of Schedule Part 7 shall not apply and a deduction (the "**Flexible Use Deduction**") shall be made, calculated as follows:

- (a) Where one or more Area(s) of a New Project Facility which are required for Flexible Use are Unavailable, the following shall apply:
 - (i) a deduction of £200 (increased or decreased (as the case may be) annually according to the Indexation Adjustment) shall be made in respect of any Area affected which is a Grass Playing Field;
 - (ii) a deduction of £300 (increased or decreased (as the case may be) annually according to the Indexation Adjustment) shall be made in respect of any Area affected which is a Public Library within Dingwall Academy, Inshes Primary School, Kinlochleven High School or Portree High School; and
 - (iv) a deduction of £400 (increased or decreased (as the case may be) annually according to the Indexation Adjustment) shall be made in respect of Portree High School Swimming Pool, where that is the affected Area; and
 - (v) a deduction of £100 (increased or decreased (as the case may be) annually according to the Indexation Adjustment) shall be made in respect of each Area in a New Project Facility affected by the incidence of Unavailability other than those set out in sub-paragraphs (i) to (iii) (inclusive) above.
- (b) for each instance of Unavailable but Used, a Deduction shall be made which shall be the Deduction which would apply pursuant to Paragraph 6.1(a) above if the relevant Area was Unavailable, multiplied by 0.50.

Notwithstanding the foregoing, where two or more Availability Failures occur during a Day in respect of Areas at a New Project Facility required for Flexible Use and the same Area or, in the case of a Flexible Use Deduction arising under paragraph 6.1(a)(iv) only, Areas within the same New Project Facility are affected, only one Flexible Use Deduction shall apply in respect

of that Day, being the Flexible Use Deduction that produces the highest Flexible Use Deduction.

- 6.1A The aggregate Flexible Use Deductions to be made on any Day in terms of (i) Paragraph 6.1(a) of this Part 4 of Section A of Part 7 of the Schedule and (ii) Paragraph 6.1(b) of this Part 4 of Section B of Part 7 of the Schedule shall not exceed the Flexible Use Deductions Cap applicable on that Day.
- 6.2 If a Logged Failure Time has occurred, no Flexible Use Deduction shall apply where an Area is affected by a failure to meet an Availability Standard during the relevant Rectification Period.
- 6.3 Where a single Availability Failure on any Day would otherwise give rise to both an Availability Deduction and a Flexible Use Deduction, only one Deduction will apply in respect of that failure on that Day being the Deduction which produces the highest Deduction.
- 6.4 If on any Day in respect of which any Area is intended to be used for Flexible Use at a Project Facility (a) 30% or more of the total Gross Service Units intended to be utilised in respect of Flexible Use at that Project Facility or (b) the toilet provision within the Areas intended to be used for Flexible Use (in terms of number of operating toilets and associated toilet facilities breaches Legislation or any requirement of a Relevant Authority) are Unavailable or Unavailable but Used at the times when such Flexible Use was scheduled to occur (“**Whole Flexible Use Area Unavailability**”), the Flexible Use Deduction shall be the deduction which would apply pursuant to Paragraph 6.1 if all Areas required to be made available for Flexible Use at that New Project Facility on that Day were Unavailable or Unavailable but Used (as the case may be) in the same proportions as if the Areas giving rise to the relevant Whole Flexible Use Area Unavailability were either Unavailable or Unavailable but Used.

7. **Performance Deduction Grace Period**

Notwithstanding paragraph 3 of this Part 4 of Schedule Part 7, no Performance Deductions shall be made in respect of any Performance Failures at a New Project Facility to the extent that the same occur during the period of one month from the Service Availability Date or, in respect of Areas comprised within External Works, the External Works Availability Date in respect of such New Project Facility.

Schedule Part 7

Part 5 - Monitoring

Monitoring of all Services

1. General Monitoring And Reporting Obligations

- 1.1 The Contractor shall, for each New Project Facility:
- 1.1.1 monitor the performance of each of the Services and/or procure that each of the Services is so monitored against the Services Specification, the Availability Standards and the Performance Standards;
 - 1.1.2 maintain records in connection with any Availability Failures and Performance Failures occurring in the New Project Facilities; and
 - 1.1.3 provide the information for the Performance and Payment Report to the Authority in respect of each Payment Period in accordance with Clause 33, containing the results of its monitoring of the provision of the Services in respect of that Payment Period.
- 1.2 The general principle underlying the Monitoring System is one of self monitoring by the Contractor together with the right for the Authority, without prejudice to the Contractor's general obligation to monitor, to carry out its own monitoring in accordance with paragraph 11 hereof, if and when it requires, in order to evaluate the Contractor's monitoring and its attainment of the standards required of it in the Services Specifications.

2. Performance Monitoring

- 2.1 The parties shall in respect of each of the Services, no later than six months before the first Target Service Availability Date, agree a detailed monitoring and reporting procedure which shall:
- 2.1.1 comply in all material respects with this Part 5 of Section A of Schedule Part 7; and
 - 2.1.2 be based on methods and recording frequencies to be agreed.
- 2.2 The parties shall meet at regular intervals (and at least monthly) to discuss any Performance Failures and Availability Failures occurring in the previous Payment Period to amend (if agreed) the monitoring and reporting procedures and to decide on any other matters relating to monitoring and reporting of the Services.
- 2.3 The Contractor shall monitor its performance in providing the Services by reviewing all available information and records and preparing the Performance and Payment Reports in the manner and frequency set out in Clause 33. The Contractor shall prepare such Performance and Payment Reports in good faith and in accordance with Good Industry Practice. Where and when required, the Contractor shall ensure that different areas of each New Project Facility are inspected and at different times during each Payment Period, provided that the Authority shall be entitled to request that particular areas of any New Project Facility are to be inspected in the next following Payment Period.

3. Records and Possession of Information

- 3.1 The Contractor shall provide the Authority on a regular basis with up to date organisation charts. The Authority shall be notified as soon as reasonably possible of any amendment to organisation chart supplied to it.
- 3.2 The Contractor shall procure that each Contractor Related Party keeps evidence of all relevant training and instruction of its employees together with relevant certificates and qualifications, and copies of the same shall be provided to the Authority on request.
- 3.3 The Contractor shall keep a record of all accidents or incidents occurring to or witnessed by any employee of the Contractor or any Contractor Related Party and shall as soon as possible

following a request by the Authority provide a copy to the Authority.

- 3.4 The Contractor shall, and shall use best endeavours to procure that each Contractor Related Party shall, take part in any quality group or committee or other forum set up by the Authority whose task it is to enhance the quality of any of the Services provided within the New Project Facilities or to deal with related health and safety issues. The Contractor shall, and shall use best endeavours to procure that each Contractor Related Party shall, co-operate with such persons and committees and, wherever possible and practicable, take into account the suggestions and directions of such persons or Committee.

4. **Method of Monitoring by the Contractor**

- 4.1 For the purposes of this Part 5 of Section A of Schedule Part 7 the following methods of monitoring procedures shall be adopted:

4.1.1 **Physical measurement:** that is the measurement of quantitative elements within individual specification standards which will include, amongst other things, time, temperature, quality and bacterial contamination;

4.1.2 **Inspection:** that is physical inspections of operational activities to determine the quality of performance of the Services and whereby aspects of the Services shall be marked against the Operational Services Specifications. All criteria and scoring shall be objective;

4.1.3 **Logged Failure Time and Logged Rectification Time:** that is, the monitoring of Logged Failure Times and Logged Rectification Times at the Helpdesk.

4.1.4 **User feedback:**

4.1.4.1 Complaints: that is providing a system pursuant to which the Authority and service users can make complaints or compliments.

The Authority shall inform the Contractor in writing of any complaints made concerning the provision of the Services from any relevant person. The Contractor shall comment to the Authority within 10 Business Days of receipt of any such complaint and shall identify procedures which would address the complaint in accordance with the quality plan set out in the Operating Manual;

4.1.4.2 Service user interview: that is direct contact with users of the Services through face to face or telephone interview to determine their perception rating of service quality.

5. **Helpdesk**

- 5.1 The Contractor shall provide a Helpdesk facility which shall:

5.1.1 retain a current copy of, update and manage the asset register;

5.1.2 retain a current copy of, update and manage the Maintenance Programme;

5.1.3 record and manage all queries, notifications and complaints made by the Authority, the Contractor, the FM Contractor, any sub-contractor of the Contractor or the FM Contractor or any user of the Services;

5.1.4 record time and details of any failure to meet the Availability Standards and/or Performance Standards; and

5.1.5 record time and details of the rectification of any failure to meet the Availability Standards and/or Performance Standards.

6. **Reporting**

- 6.1 The Contractor shall procure that the Contractor's Representative prepares and delivers to the

Authority's Representative the following documents:

- 6.1.1 a monthly performance review which shall identify the Contractor's Related Parties' performance against each Availability Standard and Performance Standard in the Operational Services Specifications such document to be within the Performance and Payment Report; and
 - 6.1.2 a Performance and Payment Report in the form set out in Clause 33 and Paragraph 7 below.
- 6.2 The Contractor shall keep proper records and retain documents relating to the monitoring of the Services and keep a record of Logged Failure Times and Logged Rectification Times in respect of all notifications of breaches of Availability Standards, breaches of Performance Standards, Availability Failures and Performance Failures. The Authority shall at all reasonable times and with prior written notice have access to and the right to reproduce such records and documents for the purpose of auditing the monitoring of Services and co-ordinating such action as is necessary to rectify such breaches of Availability Standards, breaches of Performance Standards, Availability Failures and Performance Failures.

7. Performance and Payment Report

- 7.1 The Contractor shall deliver to the Authority a Performance and Payment Report in accordance with Clause 33 which shall, in addition to the items listed in Clause 33, as a minimum include:
- 7.1.1 the information recorded or logged by the Helpdesk pursuant to the Services Specification;
 - 7.1.2 a summary of the overall performance of the Services in each New Project Facility;
 - 7.1.3 a breakdown of the performance of the Services, service by service, New Project Facility by New Project Facility and New Project Facility by service;
 - 7.1.4 graphs showing trends in the performance of the Services detailed in Paragraphs 7.1(b) and 7.1(c) for the relevant Payment Period, over each Payment Period during the first and second Contract Years and over the preceding 24 Payment Periods thereafter;
 - 7.1.5 details of all monitoring of the performance of the Services pursuant to Paragraph 4 of this Part 5 or any of them undertaken or to be undertaken by or on behalf of the Contractor and/or the FM Contractor including when they were undertaken or are to be undertaken, by whom and the results of them;
 - 7.1.6 where there have been deficiencies in the performance of the Services or any of them, details of the corrective actions taken or to be taken, by the Contractor and/or the FM Contractor to remedy the same.
 - 7.1.7 details of training undertaken or to be undertaken and a summary of any employment issues;
 - 7.1.8 record all accidents and health and safety incidents occurring to or witnessed by the FM Contractor or the Contractor;
 - 7.1.9 details of each Utility (excluding telephones) consumed in each New Project Facility giving the data required in terms of Part 6 of Section A of Schedule Part 7 (*Utilities*);
 - 7.1.10 a summary of any changes agreed between the Parties pursuant to Clauses 55 and 55A and which affect the Services;
 - 7.1.11 details of Flexible Hours, and the Gross Service Units and Areas used in relation to such Flexible Use at each New Project Facility in that period and in the Contract Year to date; and

7.1.12 such other information as the Authority may reasonably require.

8. **Monitoring of Performance Standards**

8.1 The monitoring and reporting procedures set out in or derived under this Part 5 of Section A of Schedule Part 7 shall constitute the mechanism by which attainment of the standards of performance required for each of the Services is measured.

8.2 The Performance Standards shall be monitored by methods and at frequencies which are to be agreed.

9. **Notification of Breach of Availability Standards and/or Performance Standards**

9.1 If any of the Authority's Representatives, the School Representative, a teacher employed at the New Project Facility, a Community Use Representative, any person authorised by the Authority to call the Helpdesk, any Authority Employee in an emergency, an Auditor, the Contractor, the FM Contractor and any sub-contractor of the Contractor or FM Contractor believes that a breach of an Availability Standard and/or of a Performance Standard has occurred it shall inform the Helpdesk immediately of the breach of an Availability Standard and/or of a Performance Standard and the Areas that are affected by the breach of an Availability Standard and/or Performance Standard by e-mail, fax or telephone.

9.2 When the Contractor has rectified the breach of an Availability Standard and/or of a Performance Standard it shall immediately inform the Helpdesk. The Helpdesk shall then promptly confirm with the School Representative that the breach of the relevant Availability Standard or Performance Standard has been rectified and, with the School Representative's agreement that such rectification has occurred, the agreed time shall be logged as the Logged Rectification Time.

10. **Notice of Unavailability**

10.1 The monitoring and reporting procedure set out in this Part 5 of this Section A of Schedule Part 7 and the Services Specification shall constitute the mechanism by which a record of Unavailability is maintained.

10.2 The procedure for declaring Unavailability of any of the New Project Facilities shall be that set out in Paragraph 10.3.

10.3

10.3.1 If the Authority believes that an Area is Unavailable then the Authority shall, as soon as reasonably practicable thereafter, give notice to the Helpdesk (an "**Authority Unavailability Notice**"), and provide the following information:

10.3.1.1 the Area which the Authority considers to be Unavailable;

10.3.1.2 the time (or estimated time) at which the Area became Unavailable;

10.3.1.3 the reasons why the Authority believes the Area is Unavailable.

10.3.2 If the Contractor determines that any Area is Unavailable prior to the provision of the Authority Unavailability Notice, the Contractor shall immediately serve a notice on the Authority ("**Contractor Unavailability Notice**"), which shall contain the information referred to in Paragraph 10.3.1.

10.3.3 The Authority Unavailability Notice or, as the case may be, the Contractor Unavailability Notice shall be given to the Helpdesk as expeditiously as practicable in any of the following forms:

10.3.3.1 in any reasonable written form;

10.3.3.2 orally provided that basic written confirmation thereof is given before the end of the next Working Day; or

10.3.3.3 such electronic method of transmission as may be reasonably appropriate.

10.4

10.4.1 The Contractor shall promptly investigate the facts and as soon as practicable thereafter respond to the Authority notifying it of the following:

10.4.1.1 whether or not it agrees with the notification of the Authority given in accordance with Paragraph 10.3.1 and, if not, the issues of disagreement;

10.4.1.2 if Unavailability is agreed, the steps that the Contractor will take to ensure that the Area meets the Availability Standards;

10.4.1.3 the time it is expected to take before the Area ceases to be Unavailable; and

10.4.1.4 details of any suitable alternative provision (if any) proposed at that time by the Contractor.

10.4.2 The Authority and the Contractor shall offer each other all reasonable co-operation with a view to minimising the period of time during which an Area is Unavailable.

10.5 When the Contractor has remedied the cause of the Unavailability of the relevant Area, it shall immediately inform the Helpdesk and without prejudice to Paragraph 10.6.2 below, such time shall be logged as the Logged Rectification Time subject to the proviso set out in the definition of Logged Rectification Time and the Helpdesk shall promptly notify the School Representative of such rectification.

10.6 Cessation of Unavailability

10.6.1 Subject to the proviso set out in the definition of Logged Rectification Time and Paragraph 10.6.2, Unavailability shall cease upon receipt by the School Representative of notice of rectification of the Unavailability from the Helpdesk in accordance with the provisions of Paragraph 10.5, above.

10.6.2 In the event of any dispute between the Parties as to whether Unavailability in respect of an Area has ceased, the matter will be resolved in accordance with Clause 64 (Dispute Resolution).

11. Authority Monitoring

11.1 The Authority (acting by itself or through the appointment of a nominated sub-contractor) may, at its own expense, carry out such monitoring and/or audit of the Services and the Contractor's and/or the Contractor's Representative monitoring (including through the use of joint monitoring) and quality assurance procedures as it may from time to time require.

11.2 The Authority may, in its absolute discretion, attend with the Contractor whilst the Contractor is carrying out its own monitoring and jointly monitor any aspect of the Services.

11.3 The Authority shall, on the Contractor's reasonable request, on reasonable notice, and at the Contractor's cost, attend and jointly monitor any aspect of any of the Services where the Contractor believes that so to do would enhance the delivery or monitoring of such Services.

Schedule Part 7

Part 6 - Utilities

GENERAL

1. This Part 6 of Section A of Schedule Part 7 sets out the treatment of natural gas, LPG gas, oil, electricity, water and sewerage ("**Utilities**") costs in respect of the New Project Facilities.
- 2.1 The Contractor shall be liable for all demands for payment in respect of Utilities' costs (including, for the avoidance of doubt, any standing charges in relation thereto) in respect of the New Project Facilities.
- 2.2 The Contractor shall check all Utilities invoices and report to the Authority on the accuracy of the invoices as to the usage of the relevant Utility within 5 Business Days of receipt of such invoice.
3. The Contractor acknowledges and agrees that the Authority is entitled to enter into contracts for the supply of the Utilities or any of them from time to time and on such terms and conditions (including, but not limited to, for a duration and at a price) as the Authority in its sole discretion shall think fit.
- 4.1 During the Contract Period, both parties shall use all reasonable endeavours to mitigate and minimise its use of Utilities at the New Project Facilities at all times but this obligation shall not prevent:
 - 4.1.1 the Authority and its employees carrying out the Authority's obligations as an educational authority or as an authority responsible for recreational and social activities, as the case may be, in the normal course of its business; or
 - 4.1.2 the Contractor from delivering the Services and/or generating revenue from Third Party Use in accordance with its obligations under this Agreement.
- 4.2 If as a result of a material change to the way in which education or other functions of the Authority are delivered within the New Project Facilities the Contractor can demonstrate that it is no longer able to achieve the Total Agreed Consumption for any Utility in any material respect then the Total Agreed Consumption shall be adjusted to reflect such change. Both parties shall act reasonably in determining the quantum of the adjustment.
- 4.3 If as a result of a material change to the way in which education or other functions of the Authority are delivered within the New Project Facilities the Authority can demonstrate that the Total Agreed Consumption for any Utility is too high in any material respect then the Total Agreed Consumption shall be adjusted to reflect such change. Both parties shall act reasonably in determining the quantum of the adjustment.
- 4.4 Notwithstanding any provision of this Agreement, the Contractor shall provide all available information, including accounts and invoices, in relation to the provisions of this Part 6 of Section A of Schedule Part 7 to the Authority as soon as reasonably practicable after they become available on a fully transparent and open book basis and in particular so as to be capable of monitoring electrical and thermal energy performance as well as water consumption including sub-metering in accordance with the Authority's Requirements.
- 4.5 The following terms shall have the following meanings in this Part 6 of Schedule Part 7:

Actual Consumption has the meaning given to it in Paragraph 8.1.1;

Adjusted Actual Consumption has the meaning given to it in Paragraph 8.1.3;

Adjusted Actual Cost means, for a Contract Year, the total amount payable by the Authority in respect of all Utilities for all the New Project Facilities, adjusted to take account of any differences between Actual Consumption and Adjusted Actual Consumption;

Average TM² means, in any Contract Year, the average TM² of all the New Project Facilities taking into account the effect of those Changes which alter the gross internal floor area of any Project Facility which may occur during the Contract Year;

NPI Factor means, subject to Paragraph 6, in respect of gas, oil, electricity, water and sewerage, each of the following factors:

Utility	NPI Factor
Natural Gas	168 kilowatt hours per square metre
LPG Gas	168 kilowatt hours per square metre
Oil	168 kilowatt hours per square metre
Electricity	28 kilowatt hours per square metre
Water	0.026 cubic meters per pupil per day
Sewerage	0.025 cubic meters per pupil per day

TM² means the total gross internal floor area of all the New Project Facilities in aggregate, as set out in the Accommodation Schedule, as such may be adjusted from time to time under the Change Procedure;

Total Agreed Consumption has the meaning given to it in Paragraph 7;

Total Agreed Cost means the total amount which would be payable by the Authority in a Contract Year in respect of all Utilities for all the New Project Facilities if the Adjusted Actual Consumption in respect of each Utility were to equal the Total Agreed Consumption in respect of each Utility; and

Unit Rate means the unit rate for each of the Utilities (as appropriate) as the same applies from time to time under the contracts for the supply of each of the Utilities entered into by the Authority and, if the Unit Rate changes during the Contract Year, the Unit Rate applicable from time to time during the Contract Year will be pro rata to the volume of use of each Utility at each such Unit Rate during the Contract Year in which it applied.

5. **Annual Reconciliation – General Provisions**

5.1 Within 30 Business Days of the end of each Contract Year, the Contractor shall prepare and submit to the Authority an annual statement in respect of each of the Utilities (“**Annual Reconciliation Statement**”) which details in aggregate for all the New Project Facilities:

5.1.1 the Total Agreed Consumption for each Utility;

5.1.2 the Actual Consumption and the Adjusted Actual Consumption for each Utility;

5.1.3 the applicable NPI Factors;

5.1.4 the Average TM² for that Contract Year and the number of pupils on the School Roll at the start of each Contract Year;

5.1.5 the Unit Rates for natural gas, LPG gas, oil, electricity, water and sewerage during the relevant Contract Year;

5.1.6 the total cost of each of natural gas, LPG gas, oil, electricity, water and sewerage for all New Project Facilities (in aggregate) for that Contract Year;

5.1.7 the Total Agreed Cost; and

5.1.8 the Adjusted Actual Cost.

and the Contractor shall identify in the Annual Reconciliation Statement any amount that is payable by the Authority to the Contractor or by the Contractor to the Authority pursuant to Paragraph 8.1 below.

5.2 In the 20 Business Days following submission of the Annual Reconciliation Statement, the Authority and the Contractor shall, acting in good faith, liaise as often as is required so as to

agree the Annual Reconciliation Statement.

- 5.3 Any payment due from the Contractor to the Authority or from the Authority to the Contractor shall be included in the Monthly Invoice following the Annual Reconciliation Statement being agreed or determined in accordance with Paragraphs 5.2.

6. **Adjusting the NPI Factors**

- 6.1 On 1 April 2014 and 1 April 2024, (“**NPI Review Date**”) the NPI Factors shall be reviewed jointly by the Authority and Contractor and adjusted to reflect any long term trends in climate change based on the information published by the United Kingdom Meteorological Office applicable to the geographical area administered by The Highland Council for the 20 year period to 31 December preceding the NPI Review Date.

- 6.2 If within 20 Business Days after the NPI Review Date, the parties fail to agree whether or not there should be an adjustment and/or the amount of such adjustment then either party may refer the matter to the Dispute Resolution Procedure.

7. **Consumption Risk**

- 7.1 The Total Agreed Consumption for provision of Utilities to the New Project Facilities shall be calculated as follows and shall be fixed throughout the Operational Services Period subject to any adjustment to the Total Agreed Consumption pursuant to Paragraphs 4.2 and/or 4.3.

- 7.2 The Total Agreed Consumption of gas for the New Project Facilities in a Contract Year shall be calculated in accordance with the following formula:

$$\text{Total Agreed Consumption (gas)} = \text{NPI Factor (gas)} \times \text{Average TM}^2$$

- 7.3 The Total Agreed Consumption of electricity for the New Project Facilities in a Contract Year shall be calculated in accordance with the following formula:

$$\text{Total Agreed Consumption (electricity)} = \text{NPI Factor (electricity)} \times \text{Average TM}^2$$

- 7.5 The Total Agreed Consumption for water for the New Project Facilities in a Contract Year shall be calculated in accordance with the following formula:

$$\text{Total Agreed Consumption (water)} = \text{NPI Factor (water)} \times \text{No of Pupils on School Roll at the New Project Facilities as at the start of the relevant Contract Year} \times \text{Total Days}$$

- 7.6 The Total Agreed Consumption for sewerage for the New Project Facilities in a Contract Year shall be calculated in accordance with the following formula:

$$\text{Total Agreed Consumption (sewerage)} = \text{NPI Factor (sewerage)} \times \text{No of Pupils on School Roll at the New Project Facilities as at the start of the relevant Contract Year} \times \text{Total Days}$$

8. **Reconciliations**

8.1 **Adjustments**

- 8.1.1 In respect of each Contract Year, the Contractor shall produce to the Authority by way of meter readings and invoices a statement of the total number of kilowatt hours consumed by all of the New Project Facilities (in aggregate) in such period for each of natural gas, LPG gas, oil, electricity, and cubic meters for each of water and sewerage, (“**Actual Consumption**”).

- 8.1.2 The Contractor shall adjust the Actual Consumption for each Utility by taking into account:

- 8.1.2.1 additional/less Authority Equipment being used in the New Project Facilities such that

8.1.2.1.1 the use of additional equipment will result in the Actual Consumption being adjusted downwards to reflect the fact that the consumption would have been less had the additional equipment not been used; and

8.1.2.1.2 the use of less equipment will result in the Actual Consumption being adjusted upwards to reflect the fact that the consumption would have been greater had the equipment been used;

8.1.2.2 Replacement Authority Equipment being more/less energy efficient such that

8.1.2.2.1 the use of more energy efficient equipment will result in the Actual Consumption being adjusted upwards to reflect the fact that the consumption would have been greater had the more energy efficient equipment not been used; and

8.1.2.2.2 the use of less energy efficient equipment will result in the Actual Consumption being adjusted downwards to reflect the fact that the consumption would have been less had the less energy efficient equipment not been used;

8.1.2.3 periods of Unavailability such that the Actual Consumption will be adjusted upwards to reflect the fact that the consumption would have been higher had there not been periods of Unavailability;

8.1.2.4 Third Party Use such that the Actual Consumption will be adjusted downwards to reflect the fact that the consumption would have been lower had the Third Party Use not taken place; and

8.1.2.5 Use of a New Project Facility by the Authority during additional hours pursuant to Clause 29.2 such that the Actual Consumption will be adjusted downwards to reflect the fact that consumption would have been lower had such use during additional hours not taken place but such adjustment downwards shall not include the Utilities which would normally be consumed during such hours irrespective of the use of a New Project Facility by the Authority during additional hours;

8.1.3 If the parties fail to agree whether or not there should be an adjustment and/or the amount of such adjustment then either party may refer the matter to the Dispute Resolution Procedure.

After adjustment, as agreed or determined, the Actual Consumption will be the “**Adjusted Actual Consumption**”.

8.1.4 If, in any Contract Year, the Adjusted Actual Cost is greater than the Total Agreed Cost, the Contractor shall pay to the Authority the Reconciliation Sum in accordance with Paragraph 5.4. If, in any Contract Year, the Total Agreed Cost is greater than the Adjusted Actual Cost, no sum shall be due to or from either party on account of that fact.

8.1.5 The Reconciliation Sum shall equal the Adjusted Actual Cost minus the Total Agreed Cost.

Schedule Part 7

Part 7 - Pass-Through Costs

Schedule Part 7

1. In this Part 7 of Section A of Schedule Part 7 the following terms shall have the meanings given to them below:

“Actual Rates Liability” means the aggregate amounts payable by the Contractor in the relevant Authority Year in respect of Rates relative to the New Project Facilities (excluding any amounts payable in respect of or in connection with late or non-payment by the Contractor);

“Assumed Rates Liability” means (increased or decreased (as the case may be) annually according to the Indexation Adjustment);

Rates mean local authority non domestic rates;

Rating Authority means The Highland Council or any replacement or successor body acting as rating authority in respect of Rates under Section 30 of the Local Government etc (Scotland) Act 1994;

Rates Demand means an invoice issued by the Rating Authority in respect of Rates payable in respect of a New Project Facility;

Rates Differential means:

- (a) in the event that the Actual Rates Liability is greater than the Assumed Rates Liability:

Actual Rates Liability - Assumed Rates Liability;

and

- (b) in the event that the Actual Rates Liability is less than the Assumed Rates Liability:

Assumed Rates Liability - Actual Rates Liability;

2. Until the Final Certificate Date, the responsibility for payment of Rates levied in respect of the New Project Facilities shall be governed by Paragraphs 3.1 to 3.4 below.

- 3.

- 3.1 The Contractor shall make payments to the Rating Authority in respect of Rates relative to New Project Facilities by way of lump sum payments rather than taking advantage of any option offered by the Rating Authority to make payments in respect of Rates by way of instalments and the Contractor shall, as soon as reasonably practicable upon receipt of a Rates Demand from the Rating Authority, notify the Rating Authority that the Contractor intends to make payments in respect of Rates relative to the relevant New Project Facility by way of lump sum payments rather than any such instalment option.

- 3.2 Not later than 5 Business Days following receipt of a Rates Demand in relation to a New Project Facility the Contractor shall forward such Rates Demand to the Authority together with written notification of the date upon which the Rates referred to in the Rates Demand will become due for payment to the Rating Authority (the **“Due Date”**) and requesting that the Authority make payment of an amount equal to the amount payable in terms of the Rates Demand (the **“Rates Amount”**) to the Contractor.

- 3.3 Provided that the Authority has received a Rates Demand and written notification of the Due Date in terms of Paragraph 3.2 the Authority shall make payment in cleared funds to the Contractor of an amount equal to the Rates Amount specified in that Rates Demand not later than the date being the latest to occur of (i) 15 Business Days prior to the Due Date or (ii) 10 Business Days following receipt of the Rates Demand for that Rates Amount from the Contractor together with

written confirmation from the Contractor of the Due Date in respect of the Rates Amount.

- 3.4 As soon as reasonably practicable but no later than 10 Business Days after receipt of payment from the Authority in terms of Paragraph 3.3 above, the Contractor shall make payment of the Rates Amount to the Rating Authority to satisfy payment in full of the Rates Amount. Following payment by the Authority to the Contractor in terms of Paragraph 3.3 above, any dispute between the Rating Authority and the Contractor regarding non-payment or any shortfall in payment of that Rates Amount shall be a matter solely for the Contractor, and the Authority shall have no further liability in respect thereof to either the Contractor or the Rating Authority.
4. Following the Final Certificate Date, the provisions of Paragraph 3 shall not apply and subject always to the provisions of Paragraphs 5 to 8 below (inclusive) the Contractor shall be solely liable to pay, and the Authority shall not be liable to pay, the Actual Rates Liability relative to each of the New Project Facilities in each Authority Year.
5. Within 20 Business Days of the end of each Authority Year or, where any dispute subsists between the Contractor and the Rating Authority as at such date as to the Actual Rates Liability, within 20 Business Days of resolution of that dispute, the Contractor shall provide the Authority with a reconciliation statement showing (i) the Actual Rates Liability in the preceding Authority Year; (ii) the Assumed Rates Liability for the preceding Authority Year and (iii) a calculation of the Rates Differential (the “**Reconciliation Statement**”). Such Reconciliation Statement shall be provided to the Authority together with all relevant Rates Demands from the Rating Authority and any other supporting information as the Authority may reasonably require.
6. In the event of a dispute regarding the Actual Rates Liability or the Rates Differential shown in the Reconciliation Statement delivered by the Contractor in terms of Paragraph 5 above, such dispute shall be determined in accordance with the Dispute Resolution Procedure.
7. Following agreement or determination of the Actual Rates Liability and the Rates Differential, in the event that the Actual Rates Liability is greater than the Assumed Rates Liability the Authority shall be liable to make payment to the Contractor of the Rates Differential. In the event that the Actual Rates Liability is less than the Annual Rates Liability the Authority shall be entitled to deduct an amount equal to the Rates Differential from the amounts payable to the Contractor.
8. Any liability as between the Contractor and the Authority in terms of Paragraph 7 above shall be included within the first Performance and Payment Report to be produced by the Contractor following agreement or determination of the Rates Differential and shall, subject to the provisions of Clause 33, be satisfied by payment or deduction (as the case may be) of the amounts set out in such Performance and Payment Report.

Part 8- GSU Look-up Tables

Cawdor Accommodation	Primary	SPACES	R D S	GSU per space	Total GSUs
Classrooms		1	P C 63 N	90	90
Classrooms		5	P C 55 N	90	450
Resource/Library Area		1	P H 90 Re	90	90
Pupil Support room		1	P C 15 PS	60	60
Storage (Off Resource Areas)		1	P S 11 Re	15	15
Storage (Off Resource Areas)		1	P S 8 Re	15	15
Pupil Support Base / Resource room		1	P C 55 PSB/RA	90	90
Nursery/Playgroup incl. quiet room		1	P C 86 Nu P A 30	90	90
Nursery cloaks & toilets		2	To/Nu	30	60
Nursery Store		1	P S 11 Nu P H 180	15	15
Multi-purpose Hall		1	MP	135	135
PE Store		1	P S 15 PE	15	15
Chair Store		1	P S 13 Ch	15	15
General Store		1	P S 10 Re	10	10
Head Teacher's Office		1	P O 15 HT	45	45
General Office / Reprographics		1	P O 20 Gen	45	45
Admin. Storage (included in above)		1	P S 7 Ad	15	15
Waiting Area		1	P H 6 Wa	30	30
Staffroom		1	P O 35 St P A 10	45	45
Staff toilet/cloaks		3	To/St P O 14	15	45
Medical/Visiting Services		1	Med	45	45
Kitchen		1	P A 50 Kit	90	90
GP/ Dining Area		1	P H 70 Din	90	90
Disabled toilet and shower		5	P A 8 A/T/S	15	75
Shower rooms & Showers		2	P A 14 Sh P A 65	15	30
Pupils Cloakroom/Toilets		2	To/Pu P S 18	30	60
PE Store (outside access)		1	PE/O	15	15
Server Room		1	P A 5 Ser	60	60
Circulation Space			PH XX Cir		
1 Protected outdoor soft/hard surface play area for nursery and playgroup		2	P S XX Out	30	60
2 External Store/Playhouse, timber chalet type.		2	P S XX Out	30	60
3 Hard play area - lined (also suitable for car parking in evenings)		1	P S XX Out	60	60
4 Grassed sports/play area		1	P S XX Out	45	45
5 Area suitable for school garden		1	P S XX Out	6	6
6 Access for school transport and other service vehicles		1	P S XX Out	60	60
7 Car park 42 Cars including 2 for disabled and 10 for community		1	P S XX Out	45	45
8 Secure cycle compound for 58 bicycles		1	P S XX Out	15	15

Cawdor Accommodation	Primary	SPACES	R D S	GSU per space	Total GSUs
9 Screened waste bin area		1	P S XX Out	15	15
10 Informal play and social areas		1		30	30
Hall (extra included in Core Spec above)			-		
Community Storage (off Hall)		1	P S 20 Ch	15	15
Playgroup Room		1	P C 57 PI	30	30
Storage internal		1	P S 6 Nu	15	15
Toilets (playgroup incl disabled toilet / shower)		1	P A 23 To/Nu P O 49	15	15
Community Room		1	Com	30	30
Storage (off community room)		1	P S 16 Ch	15	15
Meeting room		1	P O 30 Me	30	30
Store (off meeting room)		1	P S 5 Ad	15	15
Kitchen		1	P A 12 Kit	15	15
Disabled Toilet / shower		2	P A 6 D/T/S	15	30
Circulation Space			PH XX Cir		

Culbokie Primary Accommodation	SPACES	R D S	GSU per space	Total GSUs
Classrooms	2	P C 63 N	90	180
Classrooms	4	P C 55 N	90	360
Resource/Library Area	1	P H 134 Re	90	90
Pupil Support room	1	P C 11 PS	60	60
Storage (Off Resource Areas)	1	P S 18 Re	15	15
Nursery/Playgroup incl.quiet room	1	P C 70 Nu	90	90
Nursery cloaks & toilets	1	P A 23 To/Nu	30	30
Nursery Store	1	P S 7 Nu	15	15
Multi-purpose Hall	1	P H 180 MP	135	135
PE Store	1	P S 15 PE	15	15
Chair Store	1	P S 14 Ch	15	15
Ancillary Accommodation				
Head Teacher's Office	1	P O 15 HT	45	45
General Office / Reprographics	1	P O 20 Gen	45	45
Waiting Area (may be part of Circulation Space)	1	P H 8 Wa	30	30
Admin. Storage	1	P S 7 Ad	15	15
Staff room	1	P O 35 St	45	45
Staff toilet/cloaks	3	P A 10 To/St	15	45
Medical/Visiting Services	1	P O 12 Med	45	45
Kitchen	1	P A 50 Kit	90	90
GP/ Dining Area	1	P H 65 Din	90	90
Janitorial/Cleaners' Store				
Disabled toilet and shower	3	P A 8 A/T/S	15	45
Shower rooms/Changing	1	P A 12 Sh	15	15
Shower rooms/Changing	1	P A 11 Sh	15	15
Pupils Cloakroom/Toilets	2	P A 70 To/Pu	30	60
PE Store (outside access)	1	P S 15 PE/0	15	15
Outdoor Maintenance Store				
Server Room	1	P A 4 Ser	60	60
Circulation Space		P H XX Cir		
1 Protected outdoor soft/hard surface play area for nursery	1	- <u>P S XX Out</u>	30	30
2 External Store/Playhouse, timber chalet type.	1	<u>P S XX Out</u>	30	30
3 Hard play area - lined (also suitable for car parking in evenings)	1	<u>P S XX Out</u>	60	60
4 Grassed sports/play area	1	<u>P S XX Out</u>	45	45
5 Area suitable for school garden	1	<u>P S XX Out</u>	6	6
6 Access for school transport and other service vehicles	1	<u>P S XX Out</u>	60	60
7 Car park for 25 Cars including 2 for disabled	1	<u>P S XX Out</u>	45	45
8 Secure covered cycle compound for 10 cycles	1	<u>P S XX Out</u>	15	15

Culbokie Primary Accommodation	SPACES	R D S	GSU per space	Total GSUs
8 Screened waste bin area	1	<u>P S XX Out</u>	15	15
9 Informal Play and Social areas	Various	<u>P S XX Out</u>	30	30
Community Storage (off Hall)	1	P S 15 Ch	15	15
Community Room	1	P O 45 Com	30	30
Toilet	1	P A 3 To/Dis	15	15
Community Storage (off GP/Dining Room)	1	P S 15 Ch	15	15

Resolis Primary			GSU per space	Total GSUs
Accommodation	SPACES	R D S		
Classrooms	1	P C 63 N	90	90
Classrooms	3	P C 55 N	90	270
Resource/Library Area	1	P H 77 Re	90	90
Pupil Support room	1	P C 11 PS	60	60
Storage (suitably dispersed)	1	P S 11 Re	15	15
Staff Base / Store	1	P O 15 St/St	15	15
Nursery/Playgroup incl. quiet room	1	P C 67 Nu	90	90
Nursery cloaks and toilets	1	P A 22 To/Nu	30	30
Nursery Store	1	P S 7 Nu	15	15
Multi-purpose Hall	1	P H 140 MP	135	135
PE Store	1	P S 12 PE	15	15
Chair Store	1	P S 10 Ch	15	15
Ancillary Accommodation				
Head Teacher's Office	1	P O 19 HT	45	45
General Office / Reprographics	1	P O 15 Gen	45	45
Admin. Storage		P S 5 Ad	15	15
Waiting Area	1	P H 8 Wa	30	30
Staffroom	1	P O 27 St	45	45
Staff toilet/cloaks	3	P A 10 To/St	15	45
Medical/Visiting Services	1	P O 12 Med	45	45
Kitchen	1	P A 50 Kit	90	90
GP/ Dining Area	1	P H 60 Din	90	90
Janitorial/Cleaners' Store				
Disabled toilet and shower assisted	2	P A 8 A/T/S	15	30
Shower rooms	2	P A 7 Sh	15	30
Pupils Cloakroom/Toilets	2	P A 59 To/Pu	30	60
PE Store (outside access)	1	P S 12 PE/O	15	15
Outdoor Maintenance Store				
Server Room	1	P A 4 Ser	60	60
Circulation Space		P H XX Cir		

Outdoor Facilities	Spaces	R D S		
	<u>1</u>	P S XX Out	30	30
1 Protected outdoor soft/hard surface play area for nursery	1	P S XX Out	30	30
2 External Store/Playhouse, timber chalet type.	1	P S XX Out	60	60
3 Hard play area - lined (also suitable for car parking in evenings)	1	P S XX Out	60	60
4 Grassed sports/play area, full sized football pitch	1	P S XX Out	45	45
5 Area suitable for school garden	1	P S XX Out	6	6
6 Access for school transport and other service vehicles	1	P S XX Out	60	60

Resolis Accommodation	Primary	SPACES	R D S	GSU per space	Total GSUs
7 Car park for 20 cars including 2 disabled		1	P S XX Out	40	40
8 Secure covered cycle compound for 24 bicycles		1	P S XX Out	15	15
9 Screened waste bin area		1	P S XX Out	15	15
10 Informal Play and Social areas		Various	P S XX Out	30	30

Inverness Gaelic Primary			GSU per space	Total GSUs
Accommodation	SPACES	RDS		
Classroom Accommodation				
Classrooms	7	P C 55 N	90	630
Resource/Library Area	1	P H 134 Re	90	90
Music Store (off Foyer)	1	P S 10 Mu	15	15
Resource Room (off Foyer)	1	P H 40 Re/A	90	90
Pupil Support rooms	2	P C 15 PS	60	120
Storage (Off Resource Area)	1	P S 16 Re	15	15
	1	P S 10 Re	15	15
Nursery/Playgroup incl. quiet room	1	P C 89 Nu	90	90
Nursery cloaks & toilets	1	P A 26 To/Nu	30	30
Nursery store	1	P S 7 Nu	15	15
Multi-purpose Hall	1	P H 160 MP	135	135
Recording Studio (off Hall)	1	P O 7 RS	15	15
PE Store	1	P S 15 PE	15	15
PE Store outside access	In above	P S 15 PE/O	15	15
Chair Store	1	P S 10 Ch	15	15
Ancillary Accommodation				
Head Teacher's Office	1	P O 15 HT	45	45
General Office / Reprographics	1	P O 20 Gen	45	45
Admin. Storage	In office	P S 7 Ad	15	15
Waiting Area	1	P H 8 Wa	30	30
Office (External Agencies)	1	P O 15 Com	45	45
Staffroom	1	P O 35 St	45	45
Staffroom/toilet/cloaks	3	P A 10 To/St	15	45
Medical/Visiting Services	1	P O 16 Med	45	45
Kitchen	1	P A 55 Kit	90	90
GP / Dining Area	1	P H 70 Din	90	90
Janitorial /Cleaners' stores				
Disabled Toilet and Shower assisted	3	P A 8 A/T/S	15	45
Shower Rooms	2	P A 13 Sh	15	30
Pupils Cloakroom/Toilets	2	P A 83 To/Pu	90	180
Outdoor Maintenance Store				
Server Room	1	P A 4 Ser	60	60
Circulation Space		P H XX Cir		
Outdoor Facilities	Spaces	R D S		
1 Protected outdoor soft/hard surface play area for nursery	1	P S XX Out	30	30
2 External Store/Playhouse, timber chalet type.	1	P S XX Out	30	30
3 Hard play area - lined (also suitable for car	1	P S XX Out	60	60

Inverness Gaelic Primary			GSU per space	Total GSUs
Accommodation	SPACES	RDS		
parking in evenings)				
4 Grassed sports/play area with flagpole	1	P S XX Out	45	45
5 Area suitable for school garden	1	P S XX Out	6	6
6 Access for school transport and other service vehicles	1	P S XX Out	60	60
7 Car park for 45 Cars including 2 disabled	1	P S XX Out	45	45
Secure cycle compound for 32 bicycles	1	P S XX Out	15	15
9 Screened waste bin area	1	P S XX Out	15	15
10 Informal Play and Social areas	Various	P S XX Out	30	30

Inshes Primary, Inverness			GSU per space	Total GSUs
Accommodation	SPACES	RDS		
Classrooms	10	P C 63 N	90	900
General Purpose (GP)	1	P C 63 GP	90	90
ICT Room	1	P C 63 ICT	90	90
Library	1	P H 120 Re	90	90
Stores/Librarian Office	In Library			
Pupil Support room	2	P C 15 PS	60	120
Storage	1	P S 24 Re	15	15
Storage	1	P S 13 Re	15	15
Nursery/Playgroup	2	P C 72 Nu	90	180
Nursery Kitchen	1	P A 7 Kit	40	40
Nursery Office	1	P O 10 Nu	45	45
Nursery cloaks & toilets	1	P A 44 To/Nu	30	30
Nursery store	1	P S 18 Nu	15	15
Multi-purpose Hall	1	P H 266 MP	225	225
PE Store	1	P S 15 PE	15	15
Chair Store	1	P S 20 Ch	15	15
Ancillary Accommodation				
Head Teacher's Office	1	P O 20 HT	45	45
Depute Head Teacher's Office	1	P O 15 HT	30	30
General Office / Reprographics	1	P O 25 Gen	45	45
Admin. Storage	In office	P S 8 Ad	15	15
Waiting Area	In circulation	P H 8 Wa	30	30
Staffroom	1	P O 50 St	45	45
Staffroom - toilet/cloaks	4	P A 20 To/St	15	60
Medical/Visiting Services	1	P O 20 Med	45	45
Kitchen	1	P A 120 Kit	90	90
Dining Area(included in hall)				
Janitorial & Cleaner stores				
Disabled Toilet & Shower	6	P A 6 DTS	15	90
Shower Rooms	2	P A 19 Sh	15	30
Pupils Cloakroom/Toilets	4	P A 116 To/Pu	30	120
PE Store outside access	1	P S 20 PE/O	15	15
Outside Maintenance Store				
Server Room	1	P A 4 Ser	60	60
Circulation Space		P H XX Cir		
INSHES PRIMARY SCHOOL SEN				
Accommodation Special educational Needs Facility				
Classrooms	2	A C 50 CSA	75	150
Classroom - Severe ASDs	1	A C 30 LSR	75	75
LS/Therapy Room	1	A C 15 TR	75	75

Inshes Primary, Inverness			GSU per space	Total GSUs
Accommodation	SPACES	RDS		
Multi-sensory/Snoezellen room	1	A C 12 MS	60	60
Storage	1	A S 15 GS	15	15
Large items storage	1	A S 20 La	45	45
Soft Play	1	A C 20 Sft	45	45
Disabled Toilet and Shower	1	A A 8 T/Sh	15	15
Disabled Toilet and Shower	2	A A 6 T/Sh	15	30
Toilet with disabled access	1	A A 3 To/Dis	15	15
Hygiene Sluice and Laundry	1	A A 12 La	60	60
Toilet	1	P A 2 To	15	15

Outdoor Facilities	Spaces	R D S		
1 Protected outdoor soft/hard surface play area for nursery and playroom	1	P S XX Out	30	30
2 External Store/playhouse, timber chalet type.	2	P S XX Out	30	60
3 Hard play area - lined (also suitable for car parking in evenings)	1	P S XX Out	60	60
4 Grassed sports/play area.	1	P S XX Out	45	45
5 Area suitable for school garden	1	P S XX Out	6	6
6 Access for school transport and other service vehicles	1	P S XX Out	60	60
7 Car park for 50 Cars including 4 disabled	1	P S XX Out	45	45
8 Secure cycle compound for 18 bicycles	1	P S XX Out	15	15
9 Screened waste bin area	1	P S XX Out	15	15
10 Outdoor SEN play and garden area	1	P S XX Out	60	60
10 Social areas	Various	P S XX Out	30	30

Community Additions				
Accommodation	Spaces			
Playroom (Childcare) including soft play area for toddlers.	1	P C 44 PI	30	30
Meeting Room	1	P O 25 Me	30	30
Community Storage (off Hall)	1	P S 20 Ch	15	15

Kinlochleven Primary			GSU per space	Total GSUs
Accommodation	SPACES	R D S		
Classrooms	3	P C 55 N	90	270
Classrooms	2	P C 52 N	90	180
Resource/Library Area	1	P H 70 Re/c	90	90
Nursery/Playgroup incl. quiet room	1	P C 67 Nu	90	90
Nursery cloaks and toilets	1	P A 26 To/Nu	30	30
Nursery Store	1	P S 7 Nu	15	15
Storage (Off Resource Area)	1	P S 24 Re	15	15
Multi-purpose Hall	1	P H 140 MP	135	135

Kinlochleven Primary			GSU per space	Total GSUs
Accommodation	SPACES	R D S		
PE Store	1	P S 15 PE	15	15
PE Store (outside access)	1	P S 15 PE/O	15	15
Chair Store	1	P S 10 Ch	15	15
Ancillary Accommodation				
Head Teacher's Office	1	P O 15 HT	45	45
General Office / Reprographics	1	P O 20 Gen	45	45
Admin. Storage	1	A C 60 N	15	15
Waiting Area	1	P H 8 Wa	30	30
Staffroom	1	P O 25 St	45	45
Staff toilet/cloaks	2	P A 10 To/St	15	30
Medical/Visiting Services	1	P O 12 Med	45	45
Janitorial/Cleaners' Store				
Disabled toilet and shower	3	P A 6 D/T/S	15	45
Shower rooms	2	P A 10 Sh	15	30
Pupils Cloakroom/Toilets	4	P A 51 To/Pu	30	120
Server Room (sub hub)	1	P A 5 Ser	60	60
Circulation Space		P H XX Cir		
Outdoor Facilities				
	Spaces			
1 Protected outdoor soft/hard surface play area for nursery	1	P S XX Out	30	30
2 External Store/Playhouse, timber chalet type	1	P S XX Out	30	30
3 Hard play area - lined (also suitable for car parking in evenings)	1	P S XX Out	60	60
4 Grassed sports/play area	1	P S XX Out	45	45
5 Area suitable for school garden		P S XX Out	6	6
6 Access for school transport and other service vehicles		P S XX Out	60	60
7 Car parking for 20 Cars. Included within the 60 for whole campus including 3 disabled		P S XX Out	45	45
8 Secure cycle compound for 12 bicycles		P S XX Out	15	15
9 Screened waste bin area		P S XX Out	15	15
10 Informal Play and Social areas		P S XX Out	30	30

Dingwall Academy					
Rooms	Number Spaces	of	RDS ref	SUs per space	
				Total SUs	
Classrooms	7		SC63N	30	210
Classroom	1		SC63N	30	30
Classroom	1		SH80Dra	45	45
Drama Store	1		SS12Dra	10	10
Staff Base	1		SO30SB	30	30
Storage	1		SS40Res	20	20
Tutorial room	1		SC45Tut	15	15
Classrooms	8		SC63N	30	240
Tutorial room	1		SC45Tut	15	15
Staff Base	1		SO20SB	30	30
Storage	1		SS10Res	10	10
Storage	1		SS20Res	10	10
Storage	1		SS16 Res	10	10
Classrooms	6		SC63La	30	180
Tutorial rooms	3		SC25Tut	15	45
Staff Base	1		SO30SB	30	30
Storage	1		SS16Res	10	10
Storage	1		SS17Res	10	10
Classrooms	4		SC63N	30	120
Geography rooms	3		SC65Ge	30	90
Tutorial room	1		SC40Tut	15	15
Staff Base	1		SO30SB	30	30
Storage	2		SS24Res	10	20
Classrooms	2		SC63N	30	60
Storage	1		SS14Res	10	10
Classrooms	1		SC63N	30	30
Storage	1		SS7Res	10	10
Room (ASD)	1		AC30LSR	15	15
Room (AUT)	1		AC30Aut	15	15
Time Out Room	1		AC9Qu	15	15
Quiet Room	1		AC15Qu	15	15
Multi Purpose Room	1		AC63CSA	30	30
Behaviour support	1		AC63BSU	30	30
Hearing Impaired	1		AC30LSR	15	15
Tutorial Rooms	3		AC15Tut	15	45
Tutorial Rooms	1		AC12Tut	10	10
Tutorial Rooms	1		AC9Tut	10	10
Staff Base	1		AO63SB	15	15
Departmental Store	1		AO20GS	10	10
Departmental Store	1		AO17 GS	10	10
Changing/Shower/Utility Room	1		SA12CLA	15	15

Dingwall Academy					
Rooms	Number Spaces	of	RDS ref	SUs per space	
				Total SUs	
Disabled Toilets	25		AA5T/PU, AA8To/Shr, SAXXATS, SA4To/Dis	5	125
Offices	2		SO25Gu	15	30
Storage	1		SS14Res	10	10
Interview Room	1		SO12Int	15	15
Interview Room	2		SO5Int	15	30
Interview Room	1		SO4Int	15	15
Classrooms	4		SC70AD	45	180
Ceramics Room (incl Kiln)	1		SC85ADC	60	60
Dark room	1		SC10AD	10	10
Staff Base	1		SO25SB	20	20
Storage	5		SS10AD	5	25
Art Portfolio	1		SC40AD	20	20
Classrooms	6		SC65ICT	45	270
Tutorial Room	1		SC30Tut	15	15
Staff Base	1		SO30SB	30	30
Storage	2		SS25IT	10	20
H E Food Prep	3		SC85HE	60	180
H E Fabric	1		SC63HE	10	10
Staff base	1		SO25SB	20	20
Food Storage & Prep	1		SS28HE	20	20
Fabric etc Storage	1		SS7Fab	10	10
Laundry	1		SC7He	15	15
Resources	1		SS7Res	10	10
Classroom	1		SC75Mu	60	60
Classrooms	2		SC65Mu	60	120
Practice rm with recording facility	1		SS30MP	10	10
Practice rooms	3		SC10Mu	10	30
Practice Room	1		SC17Mu	10	10
Practice rooms	4		SC5Mu	10	40
Staff base	1		SO20SB	30	30
Instrument storage	1		SS30Mu	10	10
Laboratories - Biology	3		SC75Bi	60	180
Laboratories - Chemistry	4		SC75Ch	60	240
Laboratories - Physics	3		SC75Ph	60	180
Small laboratory	2		SC20Sc	15	30
A/V / Science techn/work room	1		SO30AV	30	30
Equipment etc Storage	1		SS80Sc/e	15	15
Staff Base	1		SO30SB	30	30
Greenhouse	1		SC15GR	5	5
Craft workshops - Wood	2		SC100CDw	60	120

Dingwall Academy				
Rooms	Number Spaces	of	RDS ref	SUs per space
				Total SUs
Craft workshops - Metal	1		SC100CDm	60
Heat Bay	1		SC15CD	20
Staff base	1		SO25SB	20
Preparation Area / Storage	1		SC75CD	30
Pupil storage	1		SS8Res	10
Storage	2		SS15Res	10
Tool storage	1		SS20Res	10
Classroom	1		SC80GC	60
Classroom	1		SC78GCT	60
Classroom	1		Sc75GCT	60
Storage	1		SS15Tec	10
Games Hall	1		SH551GH	90
Gymnasia	1		SH201G	60
Fitness room	1		SH40Fit	30
Classroom	1		SC63N	30
P.E. storage	1		SS50PE	20
PE Storage	1		SS30PE	20
PE Storage	1		SS10PE	10
PE outdoor storage	2		SS30out	10
Changing rooms & showers	3		SA54Ch	25
Changing rooms & showers	1		SA32CH	20
Changing rooms & showers	1		SA42CH	20
P.E. staff base	1		SO30SB	30
P.E. staff changing	3		SA7Ch	15
library with IT facilities	1		SH714Lib	120
Open & distance learning	1		SC60ODL	30
Venue	1		SH346MP	90
Projection Room	1		SA12Pro	15
Storage	1		SS38MP	10
Dining Area	1		SH250Din	60
Kitchen (including stores)	1		SA150K/Di	60
Snack Bar	1		SA12Sna	20
General office	1		SO55Gen	15
Reception	1		SO5Rec	20
Reprographics	1		SO25Rep	20
Storage	1		SS15Ad	10
IT Technician	1		SO10Tec	15
Server Room	1		SA7Ser	50
Head teacher incl. toilet	1		SO25HT	15
Deputes	5		SO15Dep	15
Community Learning Office	1		SO15AD	20
Meeting room	1		SO30Me	15

Dingwall Academy Rooms	Number Spaces	of	RDS ref	SUs per space	Total SUs
Waiting room/area	1		SH5Wa	5	5
Admin. Staff kitchen	1		SA5Kit	10	10
Storage	1		SS30Gen	10	10
Storage	1		SS60Gen	10	10
Staffroom	1		SO138St	25	25
Teabar	1		SA12Kit	25	25
Staff cloakroom/toilets m/f	5		SA50To/St, SA6To/Ad	10	50
Pupils toilets	12		SAXXXTo/p	10	120
Lockers/Cloakrooms	1		SAXXLoc	15	15
Social Areas	3		SHXXSoc	20	60
Medical inspection suite incl toilet	1		SO50Med	30	30
1. Synthetic grass playing field – min 106 * 66 incl run out	1		SE XX Out	60	60
2(a) Grass Playing Fields suitable for shinty/football/hockey and flagpole for period from (but excluding) Target Grass Playing Fields Availability Date until (and including) Grass Playing Fields Availability Date	3		SE XX Out	100	300
2(b) Grass Playing Fields suitable for shinty/football/hockey and flagpole from (but excluding) Grass Playing Fields Availability Date onwards	3		As above	45	135
3. Secure covered cycle compound	1		SE XX Out	15	15
4. Secure covered compound for school minibus.	1		SE XX Out	5	5
5. Car park – 150 cars	1		SE XX Out	90	90
6. Bus picking up/setting down area, 12 buses	1		SE XX Out	10	10
7. Outdoor pupil meeting area	1		SE XX Out	10	10
8. Screened waste bin storage area	1		SE XX Out	15	15
9. For SEN, Outdoor play and garden area (100 sq m) with weatherproof, wheelchair appropriate paths and security fence	1		SE XX Out	10	10
10.External Courtyards	1		SE XX Out	10	10

Dingwall Academy				
Rooms	Number of Spaces	RDS ref	SUs per space	Total SUs
Crèche	1	SC35CR	15	15
Boatshed / wash up	1	SS65BO	5	5

Kinlochleven Secondary	SPACES	RDS	Weighted SU Value	Total SUs
Classroom	1	SC63N	60	60
Classroom	1	SC55N	60	60
Storage	1	SS18Res	20	20
Classroom	1	SC55La	60	60
Storage	1	SS6Res	20	20
Classroom	1	SC55N	60	60
Classroom	1	SC63N	60	60
Storage	1	SS12Res	20	20
Classrooms	1	SC55N	60	60
Geography room	1	SC57Ge	60	60
Storage	2	SS6Res	10	20
Classrooms	2	AC30LSR	30	60
Classroom	2	AC12LSR	50	100
Storage	1	AS12GS	18	18
Profound/Multiple PS resource base	1	AO30SB	50	50
Large items storage PMLD	1	AS22La	20	20
PMLD personal care facilities	1	AA12La	40	40
Disabled toilet/shower	5	AA8To/Shr, SA4To/Dis	30	150
Office	1	SO15Gu	30	30
Interview room	1	SO10Int	30	30
Classroom incl ceramics	1	SC85ADC	120	120
Kiln (in above)		null	0	0
Storage	1	SS18AD	20	20
Classroom	1	SC80ICT	90	90
Storage (shared with GC)	1	SS20IT	20	20
Large sized classroom (theory / practical)	1	SC85HE/FP null	120 0	120 0
Food Store	1	SS5HE	40	40
Laundry Store	1	SC6Fab	30	30
Classroom	1	SC75Mu	120	120
Practice room with rec. facilities	1	SC15Mu	20	20
Practice room	1	SC9Mu	20	20
Instrument storage	1	SS15MU	20	20
Chemistry Lab	1	SC65Ch	120	120
Physics Lab	1	SC65Ph	120	120
Small lab	1	SC30Sc	60	60
AV / Science techn/work room	1	SO15AV	60	60
Equipment etc Storage	1	SS25Sc/e	30	30
Greenhouse	1	SC12Gr	10	10
Workshop	1	SC100CD	120	120
Heat Bay	1	SC20CDw	40	40
Preparation Area	1	SC45CD	40	40

Kinlochleven Secondary	SPACES	RDS	Weighted SU Value	Total SUs
Storage	1	SS25Res	10	10
Computer Work Area	1	SC10GC	30	30
Technician Clean Rom	1	SO 8 Tec	10	10
Classroom shared with IT	1	SC80GCT	120	120
Keep fit room	1	SH25Fit	60	60
P.E. storage	1	SS35PE	20	20
Outdoor storage	1	SS60out	30	30
Changing rooms & showers	2	SA30Ch	30	60
P.E. staff base	1	SO10SB	50	50
P.E. Staff Changing	2	SA5Ch	50	100
Disabled changing	1	SA XX DTS	20	20
Library with IT facilities	1	SH122Lib	180	180
Multi-Purpose Hall	1	SH200MP	180	180
Projector Room	1	SA10Pro	30	30
Storage	1	SS30MP	20	20
Dining area (shared with PS)	1	SH85Din	120	120
Kitchen (including stores)(shared)	1	SA78K/Kit	120	120
General office	1	SO35Gen	30	30
Reception	1	SO5Rec	40	40
Reprographics	1	SO10Rep	40	40
Storage	1	SS8Ad	20	20
IT Server Room	1	SA7Ser	100	100
Head teacher	1	SO20He	30	30
Depute	1	SO15Dep	30	30
Community Learning Office	1	So15Ad	40	40
Waiting area	1	SH5Wa	10	10
Meeting/interview room	1	SO20Me	30	30
Storage	1	SS8Gen	20	20
Staffroom	1	SO50St	50	50
Tea room	1	SA8Kit	50	50
Staff and visitors toilets	8	SA16To/St, SA8To/Ad	30	240
Pupils toilets/cloakrooms	4	SAXXTo/P	50	200
Lockers	1	SAXXLoc	30	30
Social Areas	2	SHXXSoc	50	100
Medical inspection suite	1	SO20Med	30	30
1. Synthetic grass playing field – min 106 * 66 incl run out	1	SE XX Out	120	120
3. Secure covered cycle compound	1	SE XX Out	15	15
4. Secure covered compound for school minibus.	1	SE XX Out	10	10
5. Car park – 40 cars (included in Kinlochleven Primary)	1	SE XX Out	0	0
6. Bus picking up/setting down	1	SE XX Out	20	20

Kinlochleven Secondary	SPACES	RDS	Weighted SU Value	Total SUs
area				
7. Outdoor pupil meeting area	1	SE XX Out	30	30
8. Screened waste bin storage area (included in Kinlochleven Primary)	1	SE XX Out	0	0
9. For SEN, Outdoor play and garden area (100 sq m) with weatherproof, wheelchair appropriate paths and security fence	1	SE XX Out	20	20

Millburn				
ROOMS	SPACES	RDS	Weighted SU Value	Total Sus
Classrooms	6	SC63N	30	180
Drama studio	1	SH80Dra	45	45
Tutorial room	1	SC45Tut	15	15
Staff Base	1	SO30SB	30	30
Storage	1	SS25Res	10	10
Storage	1	SS22Res	10	10
Storage	1	SS16Res	10	10
Drama store (at venue)	1	SS12Dra	10	10
Classroom	1	SC63N	30	30
Classrooms	6	SC63La	30	180
Tutorial room	1	SC32Tut	15	15
Staff Base	1	SO24SB	20	20
Storage Resources	1	SS35Res	10	10
Classrooms	6	SC63N	30	180
Connected Classroom	2	SC31.5J	30	60
Tutorial room	1	SC45Tut	15	15
Staff Base	1	SO30SB	30	30
Storage	1	SS16Res	5	5
Storage	1	SS14Res	5	5
Classroom	1	SC63N	30	30
Classrooms	4	SC63N	30	120
Geography rooms	2	SC63Ge	30	60
Tutorial room	1	SC30Tut	15	15
Staff Base	1	SO30SB	30	30
Storage	2	SS17Res	5	10
Storage	1	SS9Res	5	5
Connected Classrooms	2	SC63J	30	60
Storage	1	SS14Re	10	10
Staff base	1	SO28SB	30	30
Classrooms	3	SC63N	30	90
Storage	1	SS19Res	10	10
Classrooms	1	AC40CSA	25	25
Multi-purpose room	1	AC50CSA	25	25
Staff base	1	AO60SB	15	15
Classroom SLD	2	AC50CSA	25	50
Pupil Support Group Room	1	AC20LSR	20	20
Pupil Support Room	1	AC30LSR	15	15
Classroom - Severe ASDs	1	AC40CSA	25	25
Therapy Room	2	AC15TR	15	30
Multi-sensory/Snoezellen room	1	AC9MS	15	15
Storage,	2	AS10GS	10	20
Profound/Multiple LD resource base	1	AC60CSA	30	30
Large items storage for PMLD base	1	AS20GS	10	10
Soft Play	1	AC30Sft	15	15
Life Skills base	1	AC25Sa	30	30

Millburn				
ROOMS	SPACES	RDS	Weighted SU Value	Total Sus
Medical/Rest Room	1	AO7Rest	15	15
PMLD Hygiene/Sluice/Laundry	1	AA12La	20	20
Staff Base	1	SO50Gu	20	20
Interview room	3	SO15Int	15	45
Interview room	2	SO10Int	15	30
Classrooms	2	SC70AD	45	90
Classrooms	2	SC70ADC	45	90
Kiln room	1	SC12AD	15	15
Dark room	1	SC10AD	10	10
Staff Base	1	SO20SB	30	30
Storage	4	SS10AD	5	20
Art Studio	1	SC20AD	15	15
Art Design ICT Area	1	SC40AD	30	30
Tech studies/ ICT room	1	SC80ICT	60	60
Tech storage	1	SS10Tec	10	10
Craft workshops	1	SC84CD	60	60
Craft workshop (Metal)	1	SC110CDm	60	60
Craft workshop (Wood)	1	SC122CDw	60	60
Heat Bay	1	SC20CD	15	15
CDT Staff base	1	SO25SB	20	20
Preparation Area	1	SC45CD	30	30
Wood/model storage	1	SS30Res	10	10
Tool store	1	SS15Res	10	10
Store [curricular]	1	SS15Res	10	10
Store	1	SS5Res	10	10
Classroom	2	SC80GC	60	120
CDT/HE classroom for 20 [shared]	1	SC40CD	30	30
Storage	2	SS10GC	10	20
ICT rooms	3	SC65ICT	45	135
ICT room	1	SC79ICT	60	60
Classroom	1	SC62N	30	30
Staff Base (combined with IT)	1	SO24SB	20	20
Storage	1	SS35IT	10	10
ICT room	1	SC79ICT	60	60
IT Tech workroom/Video edit	1	SO15AV	30	30
Classrooms	3	SC88HE/FP	60	180
Staff base	1	SO15SB	20	20
Refrigerator/freezer store	1	SS13HE	20	20
Fabric Store	1	SS7Fab	10	10
Laundry	1	SC9he	15	15
Resources store	1	SS15Res	10	10
Classroom	4	SC65Mu	60	240
1 practice room with recording facilities	1	SC18Mu	15	15

Millburn				
ROOMS	SPACES	RDS	Weighted SU Value	Total Sus
Staff base	1	SO15SB	20	20
Practice room/storage	2	SC9Mu	10	20
Practice room/storage	5	SC5Mu	10	50
practice room/storage	3	SC4Mu	10	30
laboratories - Biology	3	SC75Bi	60	180
laboratories - Chemistry	4	SC75Ch	60	240
laboratories - Physics	3	SC75Ph	60	180
small lab	1	SC40Sc	30	30
AV Technician	1	SO37AV	30	30
Techn. work room/Storage	1	SS 48 Sc/e	20	20
Physics store	1	SA17Sc	10	10
Chemistry Store	1	Sa15 Sc/Ch	10	10
Staff Base	1	SO48SB	15	15
Greenhouse	1	SC12Gr	5	5
Games Hall	1	SH646GH	90	90
Gymnasium	1	SH266G	60	60
Gymnasium/Dance studio	1	SH200G/D	60	60
Fitness room	1	SH60Fit	30	30
P.E. storage	3	SS30PE	10	30
outdoor PE storage	1	SS60out	15	15
Changing rooms & showers	8	SA30Ch	15	120
P.E. staff base	1	SO20SB	30	30
P.E Staff changing	3	SA7Ch	15	45
disabled changing	2	SAXX DTS	10	20
P.E. Classroom	1	SC63N	30	30
Library with IT facilities	1	SH224Lib	80	80
Open & distance learning	1	SC40ODL	30	30
Hall	1	SH346MP	90	90
Projection Room	1	SA12Pro	15	15
storage	1	SS50MP	10	10
Dining area	1	SH250Din	60	60
Kitchen (including stores etc)	1	SA150K/Mi	60	60
Vending Area	1	SA12Va	20	20
reception	1	SO5Rec	20	20
General office	1	SO35Gen	15	15
administration office	1	SO20Ad	20	20
reprographics room	1	SO20Rep	20	20
storage	1	SS15Ad	10	10
IT Server Room	1	SA6Ser	50	50
head teacher	1	SO20He	15	15
deputes	4	SO15Dep	15	60
meeting room	2	SO22.5Me	15	30
waiting area	1	SH10Wa	5	5
Admin. Staff Kitchen	1	SA5Kit	10	10

Millburn ROOMS	SPACES	RDS	Weighted SU Value	Total Sus
Disabled, PMLD toilet/showers	22	SA4To/Dis, AA5To/Pu, AA8To/Shr	5	110
storage	1	SS50MP	10	10
staffroom	1	SO131St	25	25
Teabar	1	SA12Kit	25	25
staff toilets / lockers	12	SA50To/St, SA11To/Ad	10	120
pupils toilets	14	SAXXTo/p	10	140
Cloakrooms/lockers	1	SAXXLoc	15	15
Pupil Social Areas	2	SH XX Soc	20	40
medical inspection suite incl. toilet	1	SO50Med	30	30
1. For SEN, outdoor play and garden area (100m2) with weatherproof, wheelchair appropriate paths and security fence.	1	SE XX Out	10	10
2. Synthetic grass playing field – min 106 * 66 incl run out	1	SE XX Out	60	60
2(a) Grass playing fields suitable for shinty/football/hockey and flagpole for period from (but excluding) Target Grass Playing Fields Availability Date until (and including) Grass Playing Fields Availability Date	3	SE XX Out	100	300
2(b) Grass playing fields suitable for shinty/football/hockey and flagpole from (but excluding) Grass Playing Fields Availability Date onwards	3	As above	45	135
4. Secure cycle compound	1	SE XX Out	15	15
5. Secure covered compound for school minibus, incorporating staff cycle enclosure.	1	SE XX Out	5	5
6. Car park – min 160 cars	1	SE XX Out	90	90
7. Bus picking up/setting down area	1	SE XX Out	10	10
8. Outdoor pupil meeting area	1	SE XX Out	10	10
9. Screened waste bin storage area	1	SE XX Out	15	15
10 Hard Surface Play Area	1	SE XX Out	10	10
Venue - Storage	1	SS10MP	5	5
Art Dept - Storage	1	SS10AD	5	5
Storage for gallery Boards	1	SS20MP	5	5

Portree	ROOMS	RDS	Weighted SU Value	Total SUs
Classrooms	5	SC63N	30	150
Tutorial Room	1	SC45Tut	15	15
Staff Base	1	SO15SB	20	20
Bookstore (off Staff Base above)	1	SS10Res	10	10
Storage	5	SS7Res	10	50
Storage	1	SS5Res	5	5
Classrooms	3	SC63La	30	90
Tutorial room	1	SC16Tut	15	15
Staff base and Store	1	SO20SB	30	30
Classrooms	5	SC63La	30	150
Staff Base	1	SO15SB	20	20
Storage incl GM	1	SS45Res	20	20
Classrooms	5	SC63N	30	150
Tutorial room	1	SC45Tut	15	15
Staff Base	1	SO20SB	30	30
Storage	1	SS16Res	10	10
Staff Base	1	SO30SB	30	30
Classroom (half)	1	SC30Tut	15	15
room	2	SC63Ge	30	60
Storage (between 2 rooms)	1	SS14Res	10	10
rooms	2	SC63N	30	60
Storage (between 2 rooms)	1	SS14Res	10	10
rooms	2	SC63N	30	60
Storage (between 2 rooms)	1	SS14Res	10	10
Classroom	1	SC63N	30	30
Classrooms	1	SC63N	30	30
Storage (between 2 rooms)	1	SS14Res	10	10
General Office and Storage	1	SO30Gen	15	15
Interview Rooms	3	SO9Int	15	45
Stores	1	SS13Res	10	10
Pupil Support Room	1	AC30LSR	20	20
Pupil Support Room	1	AC20LSR	20	20
Soft Play	1	AC20Sft	20	20
Pupil Support Room	2	AC15LSR	15	30
Therapy Room	1	AC15TR	15	15
Teaching storage, lockable	1	AS12GS	10	10
Profound/Multiple LD base	1	AC40CSA	25	25
Large items storage for PMLD base	1	AS23La	10	10
PMLD Hygiene/Sluice/Laundry	1	AA12La	20	20
Staff Base	1	AO25SB	15	15
Medical room	1	SO40Med	30	30
Class rooms*	2	SC72.5AD	45	90

Portree	ROOMS	RDS	Weighted SU Value	Total SUs
Classroom with Kiln	1	SC85ADC	60	60
Staff Base	1	SO15SB	20	20
Storage (off each room)	3	SS12AD	10	30
Classrooms	2	SC65ICT	45	90
Joint Staff Base as an Office/Store	1	SO30SB	30	30
Store	1	SS11Gen	5	5
Classrooms	2	SC65ICT	45	90
Store	1	SS10Gen	5	5
Classroom - kitchen	1	SC85HE/FP	60	60
Classroom - kitchen plus fabric area	1	SC110HE/FP/F	65	65
Food Store	1	SS12HE	20	20
Fabric Store	1	SS4Fab	10	10
Laundry	1	SC4HE	15	15
Resources	1	SS8Res	10	10
Classrooms	2	SC78Mu	60	120
1 practice room with rec. facilities	1	SC18Mu	15	15
Practice rooms	2	SC9Mu	10	20
Instrument storage	1	SS15Mu	10	10
laboratories - Biology	2	SC75Bi	60	120
laboratories - Chemistry	3	SC75Ch	60	180
laboratories - Physics	3	SC75Ph	10	30
A/V / Science techn/work room	1	SO23Av	30	30
Equipment etc Storage (Ph, Ch, Bi)	3	SS13Sc	10	30
Equipment etc Storage (Science)	1	SS20Sc/e	15	15
Store	1	SS3Sc	5	5
Staff Base	1	SO20SB	30	30
Greenhouse	1	SC12Gr	5	5
Workshop	1	SC100CDw	60	60
Workshops	1	SC100CDm	60	60
Heat Bay (share above)	1	SC20CD	20	20
Staff base	1	SO17SB	20	20
Preparation Area	1	SC50CD	30	30
Storage	1	SS30Res	10	10
Storage for pupil material	1	SS15Res	10	10
Classroom	1	SC80GC	60	60
Storage	1	SS10GC	10	10
Classroom	1	SC80GCT	60	60
Storage	1	SS10Tec	10	10
Games Hall	1	SH627GH	90	90
Gymnasia	1	SH247G	60	60
Fitness room	1	SH60Fit	30	30
Viewing Gallery/Classroom	1	SH55Vg	30	30
Classroom store	1	SS6Res	10	10
Bouldering Wall	1	SH20BW	20	20

Portree	ROOMS	RDS	Weighted SU Value	Total SUs
P.E. storage	1	SS75PE	10	10
Comm. Storage(off Games Hall)	1	SS9Gen	10	10
External Storage PE	1	SS30out	15	15
Outdoor storage	1	SS40out	15	15
Changing rooms & showers	6	SAXXCh	15	90
P.E.Staff Base	1	SO12SB	15	15
Community PE Staff Base	1	SO10SB	15	15
Staff Toilet/Changing (m:f)	3	SA5Ch	10	30
Disabled changing	1	SA6XXDTS	10	10
Swimming Pool and Ancillary Areas, Toilets etc.	1	SH800SP	300	300
Pool Viewing gallery	1	SH13Vg	10	10
Library with IT facilities	1	SH600Lib	90	90
Reception Workroom	1	SO30Gen	10	10
Seminar/Video Conference	1	SC35Tut	10	10
IT Suite	1	SC35IT	10	10
Disabled, PMLD Toilet etc	21	SA4 To/Dis, AA5T/Pu, AA8T/Shr	5	105
Creche	1	SC29Cr	10	10
Hall	1	SH338MP	60	60
Projection Room	1	SA12Pro	10	10
Storage	1	SS38MP	10	10
Dining	1	SH222Din	60	60
Kitchen (including stores)	1	SA150K/Po	60	60
Snack Bar	1	SA12Sna	20	20
Reception Area	1	SO5Rec	20	20
Office	1	SO45Gen	15	15
Reprographics room	1	SO18Rep	20	20
Storage	1	SS13Ad	10	10
IT Server Room	1	SA7Ser	50	50
Head teacher	1	SO20He	15	15
Deputes	3	SO15Dep	15	45
Community Learning Office	1	SO15Ad	20	20
Meeting room	1	SO30Me	15	15
Waiting area	1	SH10Wa	5	5
Admin. Staff Kitchen	1	SA5Kit	10	10
Storage	1	SS20Gen	10	10
Staffroom	1	SO115St	25	25
Teabar	1	SA10Kit	10	10
Staff cloakroom/toilets	5	SA30To/St, SA11To/Ad	10	50
Pupils toilets	10	SAXXTo/p	10	100
Lockers	1	SAXXLoc	15	15
Senior Common Room	1	SO80Pu	20	20
Social Areas	2	SHXXSoc	25	50

Portree	ROOMS	RDS	Weighted SU Value	Total SUs
1. Synthetic grass playing field – min 106 * 66 incl run out	1	SEXXOut	60	60
2(a) Grass playing fields suitable for shinty/football/hockey and flagpole for period from (but excluding) Target Grass Playing Fields Availability Date until (and including) Grass Playing Fields Availability Date	1	SE XX Out	100	100
2(b) Grass playing fields suitable for shinty/football/hockey and flagpole from (but excluding) Grass Playing Fields Availability Date onwards	1	As above	45	45
3. Secure covered cycle compound	1	SEXXOut	15	15
4. Secure covered compound for school minibus.	1	SEXXOut	5	5
5. Car park – min 150 cars	1	SEXXOut	90	90
6. Bus picking up/setting down area (12 buses)	1	SEXXOut	10	10
7. Outdoor pupil meeting area	1	SEXXOut	10	10
8. Screened waste bin storage area	1	SEXXOut	15	15
9. For SEN, Outdoor play and garden area (100 sq m) with weatherproof, wheelchair appropriate paths and security fence.	1	SEXXOut	10	10
10. Multi Court Area, size 36 by 19 metres	1	SEXXOut	60	60
11 Hard Surface Play Areas	1	SEXXOut	20	20

Drummond School	Spaces	RDS	GSU per space	Total GSUs
Complex Severe Needs Area				
Nursery/Early Years classrooms	1	A C 60 N	120	120
Storage - Internal / External	1	A S 20 Nu	40	40
Classrooms	6	A C 55 CSA	120	720
Large items storage (parking for wheelchairs; walking frames etc)	1	A S 30 La	40	40
Stores	2	A S 25 GS	40	80
Group room	1	A C 25 Gr	120	120
Multi-sensory/Snoezellen	1	A C 15 MS	80	80
Soft play	1	A C 30 Sft	80	80
Outdoor store	1	A S 20 Ou	15	15
Laundry	1	A A 10 La	40	40
Autism Area				
Nursery/Early Years classrooms	1	A C 60 N	120	120
Storage - Internal / External	1	A S 20 Nu	40	40
Classrooms	6	A C 55 CSA	120	720
Individual/haven rooms	5	A C 7 Hr	40	200
	2	A C 7 Hr	40	80
	1	A C 7 Hr	40	40
	1	A C 7 Hr	40	40
Large items storage (parking for wheelchairs; walking frames etc)	1	A S 30 La	40	40
Stores	2	A S 25 GS	40	80
Group room	1	A C 25 Gr	120	120
Multi-sensory/Snoezellen room	1	A C 15 MS	80	80
Soft play room	1	A C 30 Sft	80	80
Personal Care / Hygiene Room	1	A A 10 P/La	60	60
Laundry including storage	1	A A 10 La	40	40
Specialist Area				
Post 16 Flat - Kitchen / Dining / Living	1	A C 95 Sa	60	60
Post 16 Flat - Bedroom	1	In above	60	60
Post 16 Flat - Toilet / Shower	1	In above	60	60
Home Economics (adjacent to Flat)	1	A C 75 HE	120	120
Home Economics store	1	A S 9 HE	40	40
Art Room and Art sensory Room	1	A C 70 Art	180	180
Art store	1	A S 9 Art	40	40
Music	1	A C 50 M	240	240
Music Therapy Room	1	A C 10 M	120	120
Music store	1	A S 9 Mu	40	40
Business Skills/IT	1	A C 60 It	120	120
IT Store	1	A S 10 It	40	40
Library with IT Area	1	A H 60 Lib	240	240
Hall (with partition 110/70)	1	A H 180 Mp	240	240
Changing Rooms	2	A A 20 PeCh	60	120
PE Base (adjacent to Hall)	1	A A 12 PeB	40	40
Storage (off Hall)	1	A S 40 Ch	40	40

Drummond School	Spaces	RDS	GSU per space	Total GSUs
Storage (off Hall) hall chairs, staging etc	1	A S 15 Ch	40	40
Trampoline room	1	A C 16 Tra	40	40
New Swimming Pool	1	A H 453 SP	480	480
Hydro Therapy	1	in above	240	240
Changing (assisted)	6	in above	10	60
Changing (Severe disabled)	2	in above	20	40
Staff Base	1	in above	15	15
Staff Changing	2	in above	15	30
First Aid	1	in above	10	10
Shower Area	1	in above	10	10
Locker/grooming/drinking water area	1	in above	20	20
Store	1	in above	10	10
Circulation Area		A H XX Cir		
Administration etc				
General Office (3 workstations)	1	A O 25 Gen	60	60
Reprographics Room	1	A O 15 Rep	20	20
Office store	1	A S 10 Ad	40	40
Head Teacher's Office	1	A O 20 He	60	60
Depute Head Teachers' Office	2	A O 15 Dep	60	120
Promoted Staff bases	2	A O 15 SB	60	120
Meeting room	1	A O 30 Me	60	60
Technician / IT Technician Room	1	A O 15 It	60	60
IT Server room	1	A A 7 Ser	200	200
Staffroom including kitchen/teabar area	1	A O 50 SR	20	20
Staff Quiet Room	1	A O 10 Qu	20	20
Staff/visitor toilets, showers, disabled, male/female	11	AA10To/Sh, AA20To/Sh, AA4To/Dis, AA12To, AA6To/Dis	15	165
Wheelchair etc parking, Entrance / Hall area	1	A H 30 WB	60	60
Dining for 60 pupils/30 staff	1	A H 140 Din	240	240
Kitchen	1	A A 60 Kit	240	240
Pupil Toilets incl Disabled, special needs etc	20	A A 20 PeCh, A A 24 T/Pu, A A 20 Pe/Ch, A A 10 To, A A 4 To/Dis, A A 6 To/Dis	15	300
School Medical Suite				
Room for school-based nurses	1	A O 15 Nur	40	40
General Store room (off above)	1	A S 12 GS	40	40
Rest room divided into 4 bays	1	A O 20 Rest	60	60
Medical room	1	A O 20 MI	60	60
Therapists' Administration Room	1	A O 20 SB	60	60
Interview/therapy/assessment room	1	A O 16 Int	60	60

Drummond School	Spaces	RDS	GSU per space	Total GSUs
Multidisciplinary Assessment/Observation Room	1	A O 10 Ob	60	60
Physiotherapy/OT Treatment room	1	A O 36 OT	60	60
Physiotherapy /OT Equipment Store	1	A S 18 OT	40	40
Parent's room/Waiting Room	1	A O 20 Par	40	40
Janitor cleaner areas				
Outdoor Store	1	A S 20 Ou	40	40
Special Needs Action Group (SNAP) Accommodation	Spaces	RDS		
Activity Room	1	A C 25 Sps	40	40
Kitchen and Eating Area	1	A A 10 Kit	60	60
Office	1	A O 10 SB	20	20
Storage	1	A S 10 Sps	20	20
Inter Agency Centre - The Pines				
Administration Office	1	A O 20 Gen	15	15
Administration Store	1	A S 15 Ad	10	10
Waiting Area with catering facilities and child play area [crèche]	1	A O 20 Rec	5	5
Reception Waiting Area	1	A H 25 Wa	15	15
Waiting area	1	A C 25 Cr	20	20
Creche	1	A A 7 Kit	10	10
Kitchen	1	A A 6 To/Dis	15	15
Disabled toilet	2	A A 10 To	10	20
Visitor Toilets	2	A A 3 To/Dis	40	80
Visitor Toilet - Disabled	1	A H 30 Lib	40	40
Library, Resource and Preparation Room	1	A O 80 Con	60	60
Conference and Training Room [adjoined with folding door-30+50]	1	A O 40 Ass	60	60
Common Assessment Room	1	A O 10 Ob	40	40
Observation Room for above	3	A O 10 Ass	40	120
Small Consulting Rooms	1	A O 25 Con	60	60
Case Conference Room	2	A O 10 Th	40	80
Interview / Therapy Rooms	1	A O 10 SB	40	40
Manager's Office	1	A O 15 SB	40	40
Community Pediatrician [2 workstations]	1	A O 15 SB	40	40
Education and Clinical Psychologists [2 workstations]	1	A O 15 SB	40	40
Social Work [2 workstations]	1	A O 20 SB	40	40
Autism Outreach Education Team [3 workstations]	1	A O 20 SB	40	40
Therapist's Office [3 workstations]	1	A O 20 SB	40	40

Drummond School	Spaces	RDS	GSU per space	Total GSUs
Offices [spare for future use]	3	A O 10 SB	40	120
Equipment Storage Room	1	A S 15 Res	40	40
Quiet Staff Room with Kitchen	1	A O 20 Sr	40	40
Staff Toilet	2	A A 6 To	40	80
Voluntary Sector Suite				
Waiting Area	1	A H 10 Wa	40	40
Offices	2	A O 10 SB	40	80
Family Room	1	A O 20 Par	40	40
Library	1	A S 10 Lib	40	40
Toy Library	1	A S 20 Toy	40	40
Outside Facilities				
	Spaces	R D S		
1 Protected outdoor soft/hard surface play area for nursery	2	A Externs	30	60
2 Hard surfaced play area	1	A Externs	60	60
3 Covered outdoor pupil meeting area	1	A Externs	40	40
4 Cycle / wheelchair Track	1	A Externs	20	20
5 Secure cycle compound for 28 cycles	1	A Externs	15	15
6 Access and drop off/pick up for school transport and service vehicles	1	A Externs	40	40
7 Secure parking compound for three school minibuses	1	A Compound	20	20
8 Car park for min 103 cars including 8 for disabled	1	A Externs	45	45
9 Screened waste bins area	1	A Externs	15	15
10 Flagpole	1	A Externs	20	20
11 Informal play and social area	2	A Externs	20	40

Schedule Part 7

Part 9

Phase	GSUs Applicable to Phase	Proportion of Unitary Charge
Inshes	3706	0.0498
Culbokie	2076	0.0290
Resolis	1876	0.0270
Gaelic	2451	0.0328
Cawdor	2446	0.0348
Dingwall Initial Phase	5825	0.1884
Portree Initial Phase	4770	0.1854
Millburn Initial Phase	6025	0.1975
Drummond Initial Phase	10039	0.0940
Kinlochleven Initial Phase	6249	0.0788
Portree Second Phase	240	0.0206
Dingwall Second Phase	270	0.0209
Kinlochleven Second Phase	150	0.0088
Drummond Second Phase	101	0.0104
Millburn Second Phase	320	0.0218

Schedule Part 7

Section B – Unitary Charge Adjustment

1. Where, in terms of the Agreement:
 - 1.1 any Estimated Change in Project Costs is to be calculated, there shall be included as a cost to the Contractor any net loss of revenue of the Contractor to the extent that the omission of such net loss of revenue would result in the Blended Equity IRR (as calculated in the Financial Model as a result of an adjustment to the Unitary Charge pursuant to this Section B of Schedule Part 7 in respect of the circumstances giving rise to the Estimated Change in Project Costs in question) being lower than the level of such return shown in the Financial Model in effect immediately before the relevant re-running of the Financial Model;
 - 1.2 an alteration of the Unitary Charge is expressly directed to be made pursuant to Section B of Schedule Part 7, the Unitary Charge shall be adjusted in the Financial Model to ensure that:
 - 1.2.1 The minimum Senior Loan Life Cover Ratio as calculated in the Financial Model as a result of the relevant adjustment is maintained at the level of such ratio in the Financial Model in effect immediately before the relevant re-running of the Financial Model;
 - 1.2.2 The minimum Senior Annual Debt Service Cover Ratio as calculated in the Financial Model as a result of the relevant adjustment is maintained at the same level of such ratio in the Financial Model in effect immediately before the relevant re-running of the Financial Model;
 - 1.2.3 The Blended Equity IRR as calculated in the Financial Model as a result of the relevant adjustment is maintained at the same level of such return in the Financial Model in effect immediately before the relevant re-running of the Financial Model.
2. The preparation of the Financial Model and the calculation of amendments to the Unitary Charge pursuant to paragraph 1 shall be carried out by the Contractor and its advisers.
3. On each and every occasion that the Financial Model is adjusted pursuant to this Section B of Schedule Part 7 there shall be delivered to the Authority a printed copy of the Financial Model (and associated workbook) as rerun as a result of the relevant adjustment together with one copy on computer disc (complete with all formulae and data) together also with a certificate in terms acceptable to the Authority (acting reasonably) from the auditors of such Financial Model.
4. Any amendment made to this Agreement pursuant to paragraph 1 in respect of a change adjustment shall be in full satisfaction of the claim in respect of a change to the Unitary Charge of the Party who requested or required the change adjustment in respect of that change adjustment, and such Party shall not have any other rights or remedies in respect thereof save as expressly provided in the Agreement.

Schedule Part 8

PENSIONS

1. In relation to those Relevant Employees who are active members of the Local Government Scheme and transfer at each Relevant Transfer Date, the Authority agrees and accepts responsibility to ensure that all their past service liabilities accrued within the Local Government Scheme up to the applicable Relevant Transfer Date are funded to a funding level of 100% (on assumptions derived in a manner considered by the actuary to the Local Government Scheme (the "Scheme Actuary") to be consistent with those used for the purposes of the immediately preceding formal actuarial valuation of the Local Government Scheme) at such Relevant Transfer Date and the Authority shall indemnify and keep the Contractor indemnified on demand against all claims, costs, liabilities and expenses (including legal and actuarial expenses reasonably and properly incurred) which relate to the foregoing. The Authority shall procure that the administering authority of the Local Government Scheme so regards these past service liabilities as being fully funded. The Authority on written request from the Contractor shall obtain written confirmation from the administering authority and the Scheme Actuary that (i) the terms of this paragraph 1 have been complied with; and (ii) of the actuarial assumptions used for both the purpose of assessing the employer's asset allocation at each Relevant Transfer Date and the employer's contribution rate to the Local Government Scheme payable by the Authority.
- 2.1 Without prejudice to paragraph 1 above, the payment of employer contributions to the Local Government Scheme in terms of Regulation 78 of the Regulations in respect of all Relevant Employees who are or become members of the Local Government Scheme shall be the Contractor's responsibility.
- 2.2 However, notwithstanding the Contractor's obligation to make the required payments under Regulation 78 of the Regulations, the responsibilities for funding those contributions shall be as follows:
 - 2.2.1 where the rate of such employer contributions to be paid by the Contractor to the Local Government Scheme in respect of each Relevant Employee who has been the subject of a Relevant Transfer, expressed as a percentage of pay, is not more than the rate which is 3% of pay above the Reference Contribution Rate (where the Reference Contribution Rate is the employer contribution rate to be paid by the Contractor in respect of those Relevant Employees by reference to the last Relevant Transfer Date), the Contractor alone shall be responsible for funding those contributions;
 - 2.2.2 where the rate of such employer contributions to be paid by the Contractor to the Local Government Scheme in respect of each Relevant Employee who has been the subject of a Relevant Transfer, expressed as a percentage of pay, is greater than 3% of pay above but less than or equal to 7% of pay above the Reference Contribution Rate, the funding of that part of employer contributions that is greater than 3% of pay above but less than or equal to 7% of pay above the Reference Contribution Rate shall be the joint responsibility of the Contractor and the Authority and shall be met by them in equal proportions; and
 - 2.2.3 where the rate of such employer contributions to be paid by the Contractor to the Local Government Scheme in respect of each Relevant Employee who has been the subject of a Relevant Transfer, expressed as a percentage of pay, is greater than 7% of pay above the Reference Contribution Rate, the Authority alone shall be responsible for funding that part of employer contributions that is more than 7% of pay above the Reference Contribution Rate.
- 2.3 Where the rate of employer contributions that requires to be paid by the Contractor to the Local Government Scheme in respect of each Relevant Employee who has been the subject of a Relevant Transfer, expressed as a percentage of pay, falls to more than 3% of pay below the Reference Contribution Rate, the difference between that rate of employer contribution which is 3% lower than the Reference Contribution Rate (expressed as a monetary amount in

respect of those Relevant Employees whose employments transfer to the Contractor in terms of a Relevant Transfer) and the actual lower amount of employer contribution that requires or has required to be paid to the Local Government Scheme by the Contractor in respect of those Relevant Employees shall be paid by the Contractor to the Authority.

- 2.4 For the purposes of paragraphs 2.2 and 2.3 above, "pay" means the aggregate pay (as defined by Regulation 12 of the Regulations) for those Relevant Employees.
- 2.5 For the purposes of paragraphs 2.2 and 2.3 above, employer contributions shall be exclusive of any additional contributions which may require to be paid by the Contractor to the Local Government Scheme by reason of early retirement, early payment of benefits, augmentation or the exercise of a discretion by or on behalf of the Contractor. The payment of such payments shall be wholly the Contractor's responsibility.
- 2.6 Any payment due to the Contractor by the Authority or due to the Authority by the Contractor under paragraphs 2.2 or 2.3 above shall be made by adjusting the Unitary Charge to reflect the monetary adjustment required.
3. It is agreed and acknowledged between the Authority and the Contractor that it is their intention that the Contractor should obtain admission body status in the Local Government Scheme and that the provisions in Clause 30.2 regarding a Receiving Scheme should not be necessary. If, for any reason, the provisions regarding a Receiving Scheme become operable, the Authority and the Contractor shall where applicable and to the extent permitted by the Regulations (or other regulations governing the Local Government Scheme):
 - 3.1.1 nominate their own actuaries;
 - 3.1.2 seek to agree the actuarial valuation method and assumptions to be used to calculate the amount to be transferred from the Local Government Scheme to the Receiving Scheme or (as the case may be) and (if practicable) from the Receiving Scheme to the Local Government Scheme;
 - 3.1.3 ensure that the terms on which any such transfer is made are reasonably consistent with the terms that would apply in relation to the preferred route of making the Contractor an admission body under the Local Government Scheme including, without prejudice to the foregoing generality:
 - (a) that any transfer amount to be paid from the Local Government Scheme to the Receiving Scheme should be sufficient to ensure that all past service liabilities accrued within the Local Government Scheme in relation to Relevant Employees up to Relevant Transfer Date in question are funded to a funding level of 100%, as calculated by the Scheme Actuary, on assumptions derived in a manner considered by the Scheme Actuary to be consistent with those used for the purposes of the immediately preceding formal actuarial valuation of the Local Government Scheme; and
 - (b) that any transfer amount to be paid from the Receiving Scheme to the Local Government Scheme shall be calculated using assumptions consistent with those used when calculating a transfer amount paid from the Local Government Scheme to the Receiving Scheme.
4. In the event that, following it being granted admission body status within the Local Government Scheme, the Contractor will not serve notice terminating that status and its participation in the Local Government Scheme unless it makes available to the Relevant Employees membership of a broadly comparable occupational pension scheme, certified as such by the Government Actuary's Department and assessed by an actuary nominated or appointed by the Authority, and subject to details of such scheme and a copy of the Government Actuary's Department certificate in relation to it having been passed to the Authority.
5. In relation to the Relevant Employees, the Contractor agrees and accepts responsibility to ensure that all their past service liabilities accrued within the Local Government Scheme up to

the termination of its participation in the Local Government Scheme in respect of the Relevant Employees are funded to a funding level of 100%. For this purpose, the liabilities on termination will be calculated, as at the date of termination, by the Scheme Actuary using an ongoing valuation basis consistent with the funding strategy statement for the Local Government Scheme that is current as at the termination date and reflecting the benefit structure as defined in the Regulations as at the date of termination. The assumptions will be derived in a manner consistent to the formal funding valuation carried out prior to the date of termination and will take account of any change in economic conditions between the previous valuation date and the date of termination. The Contractor shall indemnify and keep the Authority indemnified on demand against all claims, costs, liabilities and expenses (including legal and actuarial expenses reasonably and properly incurred) which relate to the foregoing. The Contractor shall procure that the administering authority of the Local Government Scheme so regards these past service liabilities as being fully funded. The Contractor on written request from the Authority shall obtain written confirmation from the administering authority and the Scheme Actuary that (i) the terms of this paragraph 4 have been complied with; and (ii) of the actuarial assumptions used for the purpose of assessing the employer's contribution rate to the Local Government Scheme payable by the Contractor.

6. Notwithstanding the termination of this Agreement, the provisions of paragraphs 2, 3 and 5 of this Schedule 8 shall continue in full force and effect and to be enforceable by the Contractor or its successors.

7. In this Schedule 8:

- (i) references to "the Contractor" shall (except in (iii) below) mean the Contractor or other employer of the Relevant Employee concerned;
- (ii) defined terms used in Clause 30.2 shall (for the avoidance of doubt) have the same meaning as in Clause 30.2; and
- (iii) where the Authority is stated to be responsible for paying any amount to the Local Government Scheme, that responsibility shall be met, where possible, through adjustments to the Unitary Charge in accordance with Schedule Part 7 Section B (*Unitary Charge Adjustment*) – whether or not the actual employer of any Relevant Employees in question is the Contractor – such that the Contractor, or any relevant employer to whom the Contractor may require to make payment, is in cleared funds for the full amount of the payment in advance of any such payment requiring to be made. Where that is not possible (whether as a result of the timing of the required payment or otherwise), the Authority shall make such payment to the Contractor in sufficient time to allow the Contractor, or any relevant employer, to make the payments to the Local Government Scheme.

8.

8.1 The Authority warrants and represents to the Contractor that, except as disclosed by the Effective Date, as at the Effective Date it has received no notice from any medical practitioner and has no knowledge (whether due to such Relevant Employees being off work due to sickness or for any other reason) that any Relevant Employee is suffering from ill health that would, in due course, qualify him for an ill-health pension under Regulation 26 of the Regulations.

8.2 The Authority shall indemnify and keep the Contractor and the Employer indemnified on demand against all claims, costs, liabilities and expenses (including legal and actuarial expenses reasonably and properly incurred) whenever arising, as a result of or in relation to any Discrimination Claims. For this purpose, a Discrimination Claim means any claim brought by any Relevant Employee in relation to any difference in treatment between men and women, between part-time and full-time employees or between employees on permanent contracts of employment and employees on fixed term contracts of employment in respect of access to the Local Government Scheme

or benefits earned under it (or which but for the discrimination in question would have been earned under it) and for this purpose treatment shall for the avoidance of doubt include the accrual of guaranteed minimum pensions.

Schedule Part 9

Review Procedure

1. REVIEW PROCEDURE

- 1.1 The provisions of this Schedule Part 9 shall apply whenever any item, documents or course of action is expressly required pursuant to the terms of this Agreement to be reviewed, approved or otherwise processed in accordance with the Review Procedure.
- 1.2 Each submission under the Review Procedure shall be accompanied by 2 copies of the document to be reviewed (including, where applicable, any Reviewable Design Data) or a statement of the proposed course of action (the entire contents of a submission being referred to in this Schedule Part 9 as a "**Submitted Item**"). In relation to each Submitted Item, the following procedure shall apply:
 - 1.2.1 within 15 Business Days of the date of receipt of a submission (or re-submission, as the case may be) of the Submitted Item to the Authority's Representative (or such shorter period as the parties may agree), the Authority's Representative shall return one copy of the relevant Submitted Item to the Contractor endorsed "no comment" or (subject to and in accordance with Paragraph 3) "comments" as appropriate; and
 - 1.2.2 if the Authority's Representative fails to return a copy of any Submitted Item (including any re-submitted Submitted Item) duly endorsed in accordance with Paragraph 1.2.1, within 15 Business Days (or within such shorter period as the parties may agree) of the date of its submission to the Authority's Representative, then the Authority's Representative shall be deemed to have returned the Submitted Item to the Contractor endorsed "no comment" (and, in the case of the Reviewable Design Data, endorsed "Level A – no comment").
- 1.3 If the Authority's Representative raises comments on any Submitted Item in accordance with Paragraph 3, he shall state the ground upon which such comments are based and the evidence or other information necessary to substantiate that ground. To the extent that the Authority's Representative comments on a Submitted Item other than on the basis set out in this Schedule Part 9, or fails to comply with the provisions of this Paragraph, the Contractor may, in its discretion, either:
 - 1.3.1 request written clarification of the basis for such comments and, if clarification is not received within 5 Business Days of such request by the Contractor, at its discretion refer the matter for determination in accordance with the Dispute Resolution Procedure (provided that if following reference to the Dispute Resolution Procedure pursuant to this Paragraph 1.3.1 it is determined that the Authority's Representative's comments on a Submitted Item were other than on the basis set out in this Schedule Part 9, such Submitted Item shall be deemed to have been returned endorsed "no comment" to the extent that such comment relates to such Submitted Item) or proceed in accordance with Paragraph 1.3.2 below; or
 - 1.3.2 at its own risk and without prejudice to Clause 10 (*The Works*) or 15 (*Design Development*), proceed with further design or construction or implement the matters contained within the Submitted Item (as the case may be) in each case on the basis of the Submitted Item disregarding such comments.

2. FURTHER INFORMATION

- 2.1 The Contractor shall submit any further or other information, data and documents that the Authority's Representative reasonably requests in order to determine whether he has a basis for raising comments or making objections to any Submitted Item in accordance with this Schedule Part. If the Contractor does not submit any information, data and documents specifically requested by the Authority, the Authority's Representative shall be entitled to:
 - 2.1.1 comment on the Submitted Item on the basis of the information, data and documents which have been provided in accordance with Paragraph 3 below; or
 - 2.1.2 object to the Submitted Item on the grounds that insufficient information, data and

documents have been provided to enable the Authority's Representative to determine whether he has a legitimate basis for commenting or objecting in accordance with this Schedule Part.

3. **GROUNDS OF OBJECTION**

3.1 The expression "raise comments" in this Paragraph shall be construed to mean "raise comments or make objections" unless the contrary appears from the context. The Authority's Representative may raise comments in relation to any Submitted Item on the grounds set out in Paragraph 2.1.2 above or on the grounds that the Submitted Item would breach any law or not be in accordance with any Necessary Consents but otherwise may raise comments in relation to a Submitted Item only as follows:

3.1.1 in relation to any Submitted Item:

3.1.1.1 the Contractor's ability to perform its obligations under this Agreement would be adversely affected by the implementation of the Submitted Item; or

3.1.1.2 the implementation of the Submitted Item would adversely affect any right of the Authority under this Agreement or its ability to enforce any such right;

3.1.2 in addition to the matters listed in Paragraph 3.1.1, in relation to any Submitted Item submitted pursuant to Clause 7.1 (*Ancillary Documents*):

3.1.2.1 the Authority's ability to perform its obligations under this Agreement would be adversely affected by the document or proposed course of action; or

3.1.2.2 the Authority's ability to provide the Educational Services or to carry out any of its statutory functions would be adversely affected by the document or proposed course of action; or

3.1.2.3 the document or proposed course of action would be likely to result in an increase to the Authority's liabilities or potential or contingent liabilities under this Agreement; or

3.1.2.4 the document or proposed course of action would adversely affect any right of the Authority under this Agreement or its ability to enforce any such right; or

3.1.2.5 the Contractor's ability to perform its obligations under this Agreement would be adversely affected by the document or proposed course of action;

3.1.3 in addition to the matters listed in Paragraph 3.1.1 in relation to Reviewable Design Data submitted pursuant to Clause 10 (*The Works*) or 15 (*Design Development*):

3.1.3.1 the Submitted Item is not in accordance with the Facilities Requirements; or

3.1.3.2 the Submitted Item is not in accordance with the Contractor's Proposals;

3.1.4 in addition to the matters listed in Paragraph 3.1.1 in relation to any proposed variation to the Contractor's Proposals relating to the Works:

3.1.4.1 the Submitted Item would increase the likelihood of Deductions following the relevant Service Availability Date or External Works Availability Date or Grass Playing Fields Availability Date, as the case may be; or

3.1.4.2 would result in a decrease in, or worsening of, the quality of any New Project Facility following the relevant Service Availability Date or External Works Availability Date or Grass Playing Fields Availability Date, as the case may be from that which would be provided if such proposed variation was not implemented; or

3.1.4.3 involves any changes to the location of, or the exterior of the relevant New Project Facility, including its height or projection; or

- 3.1.4.4 involves any change in the configuration of the floor plan or anticipated net internal area of the relevant New Project Facility; or
 - 3.1.4.5 prejudices, or is likely to prejudice, the occupation of the relevant New Project Facility by the Authority or the provision of the Services in accordance with this Agreement; or
 - 3.1.4.6 involves a departure from the Authority's Requirements.
- 3.1.5 in addition to the matters listed in Paragraph 3.1.1 in relation to the submission of any revised Construction Programme or in relation to revised Key Dates on the ground that the revised Construction Programme or revised Key Dates:
- 3.1.5.1 would not enable all parts of the Works for any New Project Facility to be completed by the relevant Target Service Availability Date or Target External Works Availability Date or Target Grass Playing Fields Availability Date; or
 - 3.1.5.2 would increase the cost or disruption to the Authority of any decanting from an Existing Project Facility; or
 - 3.1.5.3 would increase the disruption to the provision of Educational Services by the Authority.
- 3.1.6 in addition to the matters listed in Paragraph 3.1.1 in relation to the submission of any proposed revision or substitution for the Operational and Maintenance Proposals on the grounds that:
- 3.1.6.1 the proposed revision or substitution is not in accordance with Good Industry Practice; or
 - 3.1.6.2 the performance of the relevant Service in accordance with the proposed revision or substitution would:
 - (a) be less likely to achieve compliance with relevant parts of the Authority's Requirements; or
 - (b) have an adverse effect on the provision by the Authority of the Educational Services or on the safety of any users of the New Project Facilities; or
 - (c) would cause the Authority to incur additional expense; or
 - 3.1.6.3 the proposed revision or substitution would result in an inferior standard of performance of the relevant Service to the standard of performance in accordance with the Operational and Maintenance Proposals prior to such proposed revision or substitution;
- 3.1.7 in addition to the matters listed in Paragraph 3.1.1 in relation to the submission of any Maintenance Programme, any revision to any Maintenance Programme on the grounds that:
- 3.1.7.1 carrying out the programmed maintenance in the period or at the times suggested would interfere with the operations of the Authority or operation of the New Project Facilities and such interference could be avoided or mitigated by the Contractor rescheduling the programmed maintenance; or
 - 3.1.7.2 the period for carrying out the programmed maintenance would exceed the period reasonably required for the relevant works; or
 - 3.1.7.3 the safety of pupils or staff or other users of the New Project Facilities would be adversely affected; or

- 3.1.7.4 if the maintenance works are scheduled to take place within a School Day and the requirements in Clause 24.4.2.1 are not fulfilled, the Authority and the Contractor shall use their reasonable endeavours to agree necessary amendments to the Maintenance Programme; or
 - 3.1.7.5 the proposed maintenance works would not achieve compliance with the relevant parts of Authority's Requirements; or
 - 3.1.7.6 the planned periods of Community Use would be adversely affected and such adverse effect could be avoided by the Contractor rescheduling the programmed maintenance.
- 3.1.8 in addition to the matters listed in Paragraph 3.1.1 in relation to any proposal for Third Party Use, on the grounds that:
- 3.1.8.1 Third Party Use would not be compatible with the use of the New Project Facilities as determined by the Authority acting reasonably; or
 - 3.1.8.2 Third Party Use would impair the ability of the Authority to provide Educational Services; or
 - 3.1.8.3 Third Party Use would impair Community Use; or
 - 3.1.8.4 Third Party Use would be exercised by a person or body considered by the Authority, acting reasonably, to be unsuitable to be a user of a New Project Facility.

4. **EFFECT OF REVIEW**

- 4.1 Any Submitted Item which is returned or deemed to have been returned by the Authority's Representative endorsed "no comment" (and in the case of Reviewable Design Data, endorsed "Level A - no comment") may be complied with or implemented (as the case may be) by the Contractor.
- 4.2 In the case of any Submitted Item other than Reviewable Design Data, if the Authority's Representative returns the Submitted Item to the Contractor endorsed "comments", the Contractor shall comply with such Submitted Item after amendment in accordance with the comments unless the Contractor disputes that any such comment is on grounds permitted by this Agreement, in which case the Contractor or the Authority's Representative may refer the matter for determination in accordance with Clause 64 (*Dispute Resolution*) and the Contractor shall not act on the Submitted Item except entirely at its own risk until such matter is so determined or otherwise agreed.
- 4.3 In the case of a Submitted Item comprising Reviewable Design Data, if the Authority's Representative returns the Submitted Item endorsed other than "Level A – no comment", the Contractor shall:
 - 4.3.1 where the Authority's Representative has endorsed the Submitted Item "Level B – proceed subject to amendment as noted", either proceed to construct or proceed to the next level of design of the part of the Works to which the Submitted Item relates but take into account any amendments required by the Authority's Representative in his comments;
 - 4.3.2 where the Authority's Representative has endorsed the Submitted Item "Level C – subject to amendment as noted", not act upon the Submitted Item, amend the Submitted Item in accordance with the Authority's Representative's comments and re-submit the same to the Authority's Representative in accordance with Paragraph 4.4; and
 - 4.3.3 where the Authority's Representative has endorsed the Submitted Item "Level D – rejected", not act upon the Submitted Item, amend the Submitted Item and re-submit the Submitted Item to the Authority's Representative in accordance with Paragraph 4.4;

Unless the Contractor disputes that any such comment or proposed amendment is on grounds permitted by this Agreement, in which case the Contractor or the Authority's Representative may refer the matter for determination in accordance with the Dispute Resolution Procedure and the Contractor shall not act on the Submitted Item except entirely at its own risk until such matter is so determined or otherwise agreed.

- 4.4 Within 10 Business Days of receiving the comments of the Authority's Representative on any Submitted Item comprising Reviewable Design Data, the Contractor shall (except in the case contemplated in Paragraph 4.3.1) send a copy of the Submitted Item as amended to the Authority's Representative pursuant to Paragraph 4.3 and the provisions of Paragraphs 1.2.1 (*Response to Submitted Item*), 4.1 and 4.3 shall apply (changed according to context) to such re-submission.
- 4.5 The return or deemed return of any Submitted Item endorsed "no comment" (or in the case of Reviewable Design Data endorsed "Level A – no comment") or otherwise endorsed in accordance with Paragraph 4.3.1 or 4.3.2 shall mean that the relevant Submitted Item may be used or implemented for the purposes for which it is intended but such return or deemed return of any Submitted Item shall not relieve the Contractor of its obligations under this Agreement nor is it an acknowledgement by the Authority's Representative that the Contractor has complied with such obligations, and in particular, the obligation to satisfy the Authority's Requirements.

5. **DOCUMENT MANAGEMENT**

- 5.1 The Contractor shall compile and maintain a register of the date and contents of the submission of all Submitted Items.
- 5.2 The Contractor shall compile and maintain a register of the date or receipt and content of all Submitted Items that are returned or deemed to be returned by the Authority's Representative.
- 5.3 No review, comment or approval by the Authority shall operate to exclude or limit the Contractor's obligations or liabilities under the Agreement (or the Authority's rights under the Agreement).

6. **VARIATIONS**

- 6.1 No approval or comment or any failure to give or make an approval or comment under this Schedule Part shall constitute a variation save to the extent provided in this Schedule Part 9.
- 6.2 If, having received comments from the Authority's Representative, the Contractor considers that compliance with those comments would amount to a variation, the Contractor shall, before complying with the comments, notify the Authority of the same and, if it is agreed by the parties or determined pursuant to the Dispute Resolution Procedure that a variation would arise if the comments were complied with, the Authority's Representative's comments will be deemed to have been withdrawn and the Submitted Item shall be deemed to have been returned "no comment" (without prejudice to the right of the Authority to propose an Authority Change pursuant to Clause 56.1). Any failure by the Contractor to notify the Authority within 15 Business Days of receipt by it of the Authority's comments that it considers compliance with any comments of the Authority's Representative would amount to a variation shall constitute an irrevocable acceptance by the Contractor that any compliance with the Authority comments shall be without cost to the Authority and/or without any extension of time.
- 6.3 No alteration or modification to the design, quality and quantity of the Works arising from the development of detailed design or from the co-ordination of the design shall be construed or regarded as a variation.

Schedule Part 9

Appendix A

Reviewable Design Data

1. **Design Manual**
 - general specifications for building fabric and finishes;
 - area schedule for each New Project Facility;
 - room layouts for each room type;
 - typical details (1:5)
2. **Planning Applications (including all related documents and drawings)**
 - Location plan;
 - Site plan;
 - Plans of Existing Facilities (if appropriate);
 - Proposed plans;
 - Plans and Sections indicating materials;
3. **Design Information**
 - Location Plan;
 - Site Plan;
 - Landscape Drawings;
 - Plans showing the location of any temporary units or temporary access arrangements;
 - Existing floor plans showing demolitions (if appropriate);
 - Proposed floor plans showing new accommodation and builder work;
 - Existing elevations showing downtakings (if appropriate);
 - Proposed elevations;
 - Proposed Service Layouts
 - Typical construction details for all major elements (1:5);
 - General specification for all major building fabric and finishes;
 - Finishes Schedule and plans;
 - Scope of Works;
 - Elevations showing window types;
 - Window type drawings;
 - Door type drawings;
 - Health and Safety information (including Construction Health and Safety Plans)
 - Design Risk Analysis showing residual risks and management solutions;
 - Acoustic information and design considerations especially where there is an allowable exception from the Applicable Standards;
4. **Stamped Building Warrants (including all related documents and drawings)**
5. **FF&E room layouts**

Schedule Part 9

Appendix B

Approved RDD

4.1 ARCHITECTURAL DRAWINGS

Inshes Primary School

Drawing Number	Rev	Title
BW/001	A	Site Location Plan
BW/002	A	Site Plan
L/20/001	B	Ground Floor Plan
L/20/002	A	Ground Floor Plan Zone A Dimensioned
L/20/003	A	Ground Floor Plan Zone B Dimensioned
L/20/004	A	Ground Floor Plan Zone C Dimensioned
L/20/005	A	Ground Floor Plan Zone D Dimensioned
L/20/006	A	Ground Floor Plan Zone E Dimensioned
L/20/007	A	First Floor Plantroom + Attic Space Plant Plan
L/20/009	A	Elevations
L/20/014	A	Sections – Sheet 1
L/20/015	A	Sections – Sheet 2
L/20/016	A	Sections – Sheet 3
L/67/001	B	Fire Strategy
L/100/001	A	Ground Floor Plan
L/100/002	A	Site Plan External Area Provided
PL/001	A	Site Location Plan
PL/002	C	Site Plan
PL/003	A	Ground Floor Plan
PL/004	A	Elevations
PL/005	A	Sections
PL/006	A	Roof Plan
PL/007	A	3D Image
PL/008	-	Cycle Compound
SK/004	-	SEN Area Layout
SK/005	-	Community Crèche Layout
SK/006	-	Medical Suite Layout
SK/KIT/03	-	Kitchen Layout
SK/LIB/01	-	Library Layout

Resolis Primary School

Drawing Number	Rev	Title
BW/001	A	Site Location Plan
BW/002	A	Site Plan
L/100/001	A	Ground Floor Plan
L/100/002	A	Site Plan External Area Provided
PL/001	A	Site Location Plan
PL/002	C	Site Plan
PL/003	A	Ground Floor Plan
PL/004	A	Elevations
PL/005	A	Sections
PL/006	A	Roof Plan
PL/007	A	3D Image
PL/008	-	Cycle Compound
SK/003	-	Medical Suite Layout
SK/KIT/01	-	Cullicudden Primary Kitchen Layout

Portree High School

Drawing Number	Rev	Title
L/20/025	-	Changing Rooms
L/20/100	B	General Arrangement Overall Ground Floor Plan
L/20/101	B	General Arrangement Overall First Floor Plan
L/20/102	B	General Arrangement Overall Second Floor Plan
L/20/103	B	General Arrangement Overall Roof Plan
L/20/104	B	General Arrangement Ground + First Floor Plan - Zone A
L/20/105	B	General Arrangement Ground Floor Plan - Zone B
L/20/106	B	General Arrangement Ground Floor Plan - Zone C/D
L/20/107	B	General Arrangement Second Floor and Roof Plan - Zone A
L/20/108	B	General Arrangement First Floor Plan - Zone B
L/20/109	B	General Arrangement First Floor Plan – Zone C/D
L/20/110	B	General Arrangement Second Floor Plan – Zone B
L/20/111	B	General Arrangement Roof Plan – Zone B
L/20/112	B	General Arrangement Roof Plan – Zone C/D
L/20/120	B	General Arrangement Sections Sheet 1 of 6
L/20/121	B	General Arrangement Sections Sheet 2 of 6

L/20/122	A	General Arrangement Sections Sheet 3 of 6
L/20/123	A	General Arrangement Sections Sheet 4 of 6
L/20/124	B	General Arrangement Sections Sheet 5 of 6
L/20/125	B	General Arrangement Sections Sheet 6 of 6
L/20/140	A	General Arrangement Elevations Sheet 1 of 4
L/20/141	A	General Arrangement Elevations Sheet 2 of 4
L/20/142	A	General Arrangement Elevations Sheet 3 of 4
L/20/143	A	General Arrangement Elevations Sheet 4 of 4
L/67/100	C	Fire Strategy Ground Floor Plan
L/67/101	C	Fire Strategy First Floor Plan
L/67/102	C	Fire Strategy Second Floor Plan
L/90/010	A	Site Location Plan
L/90/020	A	Site Layout Plan
L/100/001	-	Ground Floor Plan
L/100/002	-	First Floor Plan
L/100/003	-	Second Floor Plan
L/100/004	A	Site Plan External Area Provided
PL/001	A	Site Location Plan
PL/002	C	Site Plan
PL/003	B	Ground Floor Plan
PL/004	B	First Floor Plan
PL/005	C	Second Floor Plan
PL/006	B	Elevations Sheet 1 of 2
PL/007	B	Elevations Sheet 2 of 2
PL/008	B	Sections Sheet 1 of 2
PL/009	B	Sections Sheet 2 of 2
PL/010	B	Roof Plan
PL/011	B	3D Image 1 of 5
PL/012	B	3D Image 2 of 5
PL/013	B	3D Image 3 of 5
PL/014	B	3D Image 4 of 5
PL/015	B	3D Image 5 of 5
PL/016	A	Entrance Layout Sketches
PL/017	A	Entrance Form Sketches
PL/018	A	Elevational Comparisons
PL/019	A	SE Elevation with Elgin Hostel
PL/020	A	Ornate Gates to Bus Parking
PL/021	A	Ornate Gates to Elgin Hostel
PL/024	A	Portree High School Site Plan
PL/025	A	Portree High School Street Furniture Benches
PL/026	A	Portree High School Front Retaining Wall

PL/027	A	Portree High School Out Buildings
PL/028	A	Portree High School Exterior Stair
PL/029	A	Portree High School Sculpture Plinth
PL/030	A	Portree High School Vehicular Gates
PL/031	-	Portree High School Cycle Compound 1
PL/032	-	Portree High School Cycle Compound 2
PL/033	A	Portree High School Street Furniture-Curved Benches
SK/039	-	Climbing Wall
SK/043	-	PORH-SEN Area Layout
SK/044	-	PORH-Medical Suite Layout
SK/045	-	PORH Community Crèche
SK/ENT/01	A	Entrance Sketch Option B
SK/KIT/01	-	Sketch Kitchen Layout
LIB/01	-	Library Layout

Millburn Academy

Drawing Number	Rev	Title
BW/001	A	Site Location Plan
BW/002	A	Site Plan
L/20/121	-	Changing Rooms
L/100/001	B	Ground Floor Plan
L/100/002	A	First Floor Plan
L/100/003	A	Second Floor Plan
L/100/004	A	Site Plan External Area Provided
PL/001	A	Site Location Plan
PL/002	D	Site Plan
PL/003	A	Ground Floor Plan
PL/004	A	First Floor Plan
PL/005	A	Second Floor Plan
PL/006	A	Elevations Sheet 1 of 3
PL/007	A	Elevations Sheet 2 of 3
PL/008	A	Elevations Sheet 3 of 3
PL/009	A	Sections
PL/010	A	Roof Plan
PL/011	A	3D Image
PL/012	-	Cycle Compound 1
PL/013	-	Cycle Compound 2
SK/008	-	MILA-Medical Suite
SK/009	-	MILA-SEN Area Layout
SK/010	-	MILA-DDA Changes

SK/ENT/01	A	Entrance Sketch Option
SK/KIT/04	-	Sketch Kitchen Layout
SK/LIB/01	-	Library Layout

Inverness Gaelic Primary

Drawing Number	Rev	Title
BW/001	A	Site Location Plan
BW/002	A	Site Plan
L/100/001	A	Ground Floor Plan
L/100/002	A	Site Plan External Area Provided
PL/001	A	Site Location Plan
PL/002	C	Site Plan
PL/003	A	Ground Floor Plan
PL/004	A	Elevations
PL/005	A	Sections
PL/006	A	Roof Plan
PL/007	A	3D Image
PL/008	-	Cycle Compound
SK/003	-	Medical Suite Layout
SK/KIT/01	-	Inverness Gaelic Primary Kitchen Layout

Drummond Special School

Drawing Number	Rev	Title
BW/001	A	Site Location Plan
BW/002	A	Site Plan
L/100/001	A	Ground Floor Plan
L/100/002	-	Site Plan External Area Provided
PL/001	A	Site Location Plan
PL/002	C	Site Plan
PL/003	A	Ground Floor Plan
PL/004	A	Elevations Sheet 1 of 2
PL/005	A	Elevations Sheet 2 of 2
PL/006	A	Sections
PL/007	A	Roof Plan
PL/008	A	3D Image
PL/009	-	Cycle Compound
SK/KIT/02	-	Sketch Kitchen Layout

Dingwall Academy

Drawing Number	Rev	Title
BW/001	A	Site Location Plan
BW/002	A	Site Plan (Campus Plan)
BW/003	A	Site Plan
L/20/015	-	Changing Rooms
L/20/016	-	Courtyard Layouts
L/100/001	A	Ground Floor Plan
L/100/002	A	First Floor Plan
L/100/003	A	Second Floor Plan
L/100/004	B	Site Plan External Area Provided
PL/001	A	Site Location Plan
PL/002	C	Campus Plan
PL/003	E	Site Plan
PL/004	A	Site Sections
PL/005	A	Ground Floor Plan
PL/006	A	First Floor Plan
PL/007	A	Second Floor Plan
PL/008	A	Elevations Sheet 1 of 3
PL/009	A	Elevations Sheet 2 of 3
PL/010	B	Elevations Sheet 3 of 3
PL/011	A	Sections
PL/012	A	Roof Plan
PL/013	A	3D Image 1 of 3
PL/014	A	3D Image 2 of 3
PL/015	A	3D Image 3 of 3
PL/016	A	Out Buildings
PL/017	-	Bin & Cycle Compound
PL/018	-	Cycle Compound
SK/009	-	DINA-Medical Suite
SK/010	-	DINA-Community Crèche
SK/011	-	DINA-SEN Area Layout
SK/LIB/01	-	Library Layout
SK/KIT/02	-	Sketch Kitchen Layout

Cawdor Primary School

Drawing Number	Rev	Title
BW/001	A	Site Location Plan
BW/002	A	Site Plan

L/100/001	A	Cawdor Ground Floor Plan
L/100/002	A	Site Plan External Area Provided
PL/001	A	Site Location Plan
PL/002	C	Site Plan
PL/003	B	Ground Floor Plan
PL/004	B	Elevations
PL/005	A	Sections
PL/006	A	Roof Plan
PL/007	A	3D Image
PL/008	-	Cycle Compound
PL/009	-	Bell Tower Feature
SK/006	-	Medical Suite Layout
SK/KIT/01	-	Cawdor Primary Kitchen Layout

Kinlochleven Campus

Drawing Number	Rev	Title
BW/001	A	Site Location Plan
BW/002	A	Site Plan
L/20/010	-	Changing Rooms
L/100/001	A	Ground Floor Plan
L/100/002	A	First Floor Plan
L/100/003	A	Site Plan External Area Provided
PL/001	A	Site Location Plan
PL/002	C	Site Plan
PL/003	A	Sports Pitch
PL/004	A	Ground Floor Plan
PL/005	A	First Floor Plan
PL/006	A	Elevations Sheet 1 of 2
PL/007	A	Elevations Sheet 2 of 2
PL/008	A	Sections Sheet 1 of 2
PL/009	A	Sections Sheet 2 of 2
PL/010	A	Roof Plan
PL/011	A	3D Image 2 of 4
PL/012	A	3D Image 3 of 4
PL/013	A	3D Image 4 of 4
PL/014	A	Contextual Section
PL/015	-	Cycle Compound 1
PL/016	-	Cycle Compound 2
SK/008	-	KINS-SEN Area Layout
SK/009	-	KINS-Medical Suite (Primary)

SK/010	-	KINS-Medical Suite (Secondary)
SK/LIB/01	-	Library Layout
SK/KIT/03	-	Sketch Kitchen Layout

Culbokie Primary School

Drawing Number	Rev	Title
BW/001	A	Site Location Plan
BW/002	A	Site Plan
L/20/001	-	Ground Floor Plan
L/20/002	-	Ground Floor Plan Dimensioned - Zone A
L/20/003	-	Ground Floor Plan Dimensioned - Zone B
L/20/007	-	First Floor Plant Room Plan and Attic Space Plan
L/20/009	-	Elevations
L/20/014	-	Sections - Sheet 1
L/20/015	-	Sections - Sheet 2
L/67/001	-	Fire Strategy
L/100/002	B	Revised Ground Floor Plan
L/100/003	B	Site Plan External Area Provided
PL/001	A	Site Location Plan
PL/002	E	Site Plan
PL/003	B	Ground Floor Plan
PL/004	B	Elevations
PL/005	A	Sections
PL/006	B	Roof Plan
PL/007	A	3D Image
PL/008	-	Cycle Compound
SK/003	-	Medical Suite Layout
SK/KIT/04	-	Kitchen Layout Option

4.2 CIVIL & STRUCTURAL DRAWINGS

CAWDOR

Planning

Site and Road Layout: PW/10D

Site Sections: PW/11

Site Drainage: PW/20C

Warrant (Stage 1)

Earthworks – General Layout: PW/30

Foundation Layout: PW/100C

Site Sections: PW/101A

Culbokie

Planning

Proposed Road Layout and Levels: PW/10D

Proposed Drainage Layout: PW/20C

Building Warrant (Stage 1)

Earthworks – General Layout: PW/30A

Foundation Plan: PW/100E

Typical Cross Section: PW/101A

Building Warrant (Stage 2)

Building Drainage Layout: PW/21A

Ground Floor Slab Plan: PW/150

Superstructure Layout Excluding Roof: PW/200A

Roof Plan: PW/600A

RESOLIS

Planning

Proposed Road Layout showing Levels: PW/10B

Site Section 1-1: PW/12

Proposed Drainage Layout: PW/20A

Warrant (Stage 1)

Building Drainage Layout (Preliminary): PW/21A

Earthworks – General Layout: PW/30

Foundation Layout: PW/100A

Site Section 1-1: PW/101A

Building Warrant (Stage 2)

Ground Floor Slab Plan: PW/150A

Superstructure Layout Excluding Roof: PW/200B

Roof Plan: PW/600B

DINGWALL

Planning	
Site and Road Layout:	PW/10E
Drainage Layout (reviewed):	PW/20D
<u>Building Warrant (Stage 1)</u>	
Building Drainage Layout (Preliminary):	PW/21B
Earthworks – General Layout 1 of 2:	PW/30
Earthworks – General Layout 2 of 2:	PW/31
Pile Cap and Ground Beam Layout:	PW/100C
Site Sections:	PW/101B

DRUMMOND

Planning	
Site and Road Layout:	PW/10D
Site Sections:	PW/11
Drainage Layout:	PW/20B
<u>Building Warrant (Stage 1)</u>	
Earthworks – General Layout:	PW/30
Foundation Plan:	PW/100B
Site Sections:	PW/101A

GAELIC

Planning	
Road Layout and Levels:	PW/10B
Drainage Layout:	PW/20B
<u>Building Warrant (Stage 1)</u>	
Earthworks – General Layout:	PW/30
Foundation Layout:	PW/100E
Site Section:	PW/101A

INSHES

Planning	
Proposed Road Layout and Levels:	PW/10D

Site Sections:	PW/11
Proposed Drainage Layout:	PW/20D
<u>Building Warrant (Stage 1)</u>	
Site Cross Sections:	PW/101A
Foundation Layout:	PW/100E
Earthwork – General Layout:	PW/30
<u>Warrant Issue (Stage 2)</u>	
Building Drainage Layout:	PW21
Foundation Layout:	T/100E
Ground floor Slab Plan:	T/150B
Ground Floor Plan/Loadbearing Walls and Racking Partitions:	T/200B
Timber Frame Details	T/201
Roof Plan:	T/600B

KINLOCHLEVEN

Planning	
Site Layout and Road Levels	PW/10D
Site Sections:	PW/11
Drainage Layout:	PW/20A
<u>Building Warrant (Stage 1)</u>	
Earthworks – General Layout:	PW/30
Foundation Plan:	100
Site Sections:	PW/101A

MILLBURN

Planning	
Ground and Road Levels:	PW/10C
Site Sections:	PW/11
Drainage Layout:	PW/20A
<u>Building Warrant (Stage 1)</u>	
Earthworks – General Layout Sheet 1 of 2:	PW/30
Earthworks – General Layout Sheet 2 of 2:	PW/31

Foundation Plan:	PW/100D
Site Sections:	PW/101A

PORTREE

Planning	
Road Layout and Levels:	PW/10D
Site Sections:	PW/11
Drainage Layout:	PW/20D
<u>Building Warrant (Stage 1)</u>	
Earthworks – General Layout:	PW/30
Foundation & Ground Floor Layout:	PW/100E
Site Sections:	PW/101A
<u>Building Warrant (Stage 2) (currently in progress)</u>	
Building Drainage Layout (Preliminary):	PW/21B
Ground Floor Plan – Entire Building (in progress):	PW/150A
First Floor Plan – Entire Building (in progress):	PW/300B
Second Floor Plan Raised Plant Room – Entire Building (in progress):	PW/400A
Roof Plan – Entire Building:	PW/600A
Cross Section B-B:	PW/715A
Cross Sections C1-C1 & C2-C2:	PW/725
Typical Roof and GF Slab Details:	PW/810A
Three Storey, Typical First & Second Floor details:	PW/811A

4.3 ELECTRICAL DRAWINGS

Portree

22825/PORH/E(60)1001	Electrical Distribution System
22825/PORH/E(68)1001	Security, CCTV & Access Control Ground Floor
22825/PORH/E(68)1101	Security, CCTV & Access Control First Floor
22825/PORH/E(68)1201	Security, CCTV & Access Control Second Floor
22825/PORH/E(67)1001	Fire Alarm Layout Ground Floor
22825/PORH/E(67)1101	Fire Alarm Layout First Floor
22825/PORH/E(67)1201	Fire Alarm Layout Second Floor
22825/PORH/E(67)1401	Fire Alarm Wiring Diagram
22825/PORH/E(68)1401	Access Control Wiring Diagram
22825/PORH/E(68)1402	CCTV Wiring Diagram
22825/PORH/E(68)1403	Security Wiring Diagram

Inshes

22825/INSP/E(60)1001	Electrical Distribution System
22825/INSP/E(67)1001	Fire Alarm Layout Ground Floor
22825/INSP/E(68)1001	Security, CCTV & Access Control Ground Floor

4.4 MECHANICAL DRAWINGS

Portree

22825/PORH/M(57)1001	Ventilation Strategy Ground Floor
22825/PORH/M(57)1101	Ventilation Strategy First Floor
22825/PORH/M(57)1201	Ventilation Strategy Second Floor
2285/POR/M(59)1001A	Mechanical Services Schematic
22825/PORH/M(59)1101	BEMS & Underfloor Heating Ground Floor
22825/PORH/M(59)1102	BEMS & Underfloor Heating First Floor
22825/PORH/M(59)1103	BEMS & Underfloor Heating Second Floor
22825/PORH/M(67)1010	Sprinkler Classification Ground Floor
22825/PORH/M(67)1110	Sprinkler Classification First Floor
22825/PORH/M(67)1210	Sprinkler Classification Second Floor
22825/PORH/M(67)1051	Indicative Pumphouse layout

Inshes

22825/INSP/M(57)1001	Ventilation Strategy Ground Floor
2285/INSP/M(59)1001A	Mechanical Services Schematic
22825/INSP/M(59)1101	BEMS & Underfloor Heating Ground Floor
22825/INSP/M(67)1010	Sprinkler Classification Ground Floor
22825/INSP/M(67)1050	Indicative Pumphouse layout

4.5 LANDSCAPING DRAWINGS

GAEP/P001	A	GAELIC PRIMARY SCHOOL - SOFT LANDSCAPE PLAN	1:500
GAEP/P002		GAELIC PRIMARY SCHOOL - SOFT LANDSCAPE PLANTING PLAN	1:250
CAWP/P001	A	CAWDOR PRIMARY SCHOOL - SOFT LANDSCAPE PLAN	1:500
CAWP/P002	A	CAWDOR PRIMARY SCHOOL – SOFT LANDSCAPE PLANTING PLAN	1:250
CULL/P001	A	CULLICUDDEN PRIMARY SCHOOL - SOFT LANDSCAPE PLAN	1:500
CULL/P002	A	CULLICUDDEN PRIMARY SCHOOL - SOFT LANDSCAPE PLANTING PLAN	1:250
CULP/P001	A	CULBOKIE PRIMARY SCHOOL – SOFT LANDSCAPE PLAN	1:500
CULP/P002	A	CULBOKIE PRIMARY SCHOOL - SOFT LANDSCAPE PLANTING PLAN	1:250
DRUM/P001	A	DRUMMOND SPECIAL SCHOOL - SOFT LANDSCAPE PLAN	1:500
DRUM/P002		DRUMMOND SPECIAL SCHOOL - SOFT LANDSCAPE PLANTING PLAN	1:250
DRUM/P003		DRUMMOND SPECIAL SCHOOL - SOFT LANDSCAPE PLANTING PLAN	1:250
DINA/P001	A	DINGWALL ACADEMY CAMPUS - SOFT LANDSCAPE PLAN	1:500
DINA/P002	A	DINGWALL ACADEMY CAMPUS - SOFT LANDSCAPE PLANTING PLAN	1:200
DINA/P003	A	DINGWALL ACADEMY CAMPUS - SOFT LANDSCAPE PLANTING PLAN	1:200
DINA/P004		DINGWALL ACADEMY CAMPUS – COURTYARD SOFT LANDSCAPE PLANTING PLAN	1:200
DINA/P005		DINGWALL ACADEMY CAMPUS – COURTYARD SOFT LANDSCAPE PLANTING PLAN	1:200
INSP/P001	A	INSHES PRIMARY SCHOOL - SOFT LANDSCAPE PLAN	1:500
INSP/P002		INSHES PRIMARY SCHOOL - SOFT LANDSCAPE PLANTING PLAN	1:200
PORH/P001	A	PORTREE HIGH SCHOOL - SOFT LANDSCAPE PLAN	1:500
PORH/P002		PORTREE HIGH SCHOOL - SOFT LANDSCAPE PLANTING PLAN	1:200
PORH/P003		PORTREE HIGH SCHOOL - SOFT LANDSCAPE PLANTING PLAN	1:200
PORH/P004		PORTREE HIGH SCHOOL - TREE SURVEY PLAN	1:500
KINS/P001	A	KINLOCHLEVEN CAMPUS – SOFT LANDSCAPE PLAN	1:500
KINS/P003		KINLOCHLEVEN CAMPUS - SOFT LANDSCAPE PLANTING PLAN	1:250
KINS/P002	A	KINLOCHLEVEN CAMPUS - SPORTS PITCH SOFT LANDSCAPE PLAN	1:500
KINS/P004		KINLOCHLEVEN CAMPUS- SPORTS PITCH SOFT LANDSCAPE PLANTING PLAN	1:250
MILA/P001	A	MILLBURN ACADEMY - SOFT LANDSCAPE PLAN	1:500
MILA/P002		MILLBURN ACADEMY - SOFT LANDSCAPE PLANTING PLAN	1:250
MILA/P003		MILLBURN ACADEMY - SOFT LANDSCAPE PLANTING PLAN	1:250

Schedule Part 10

Change in Law

Contractor's Share

Cumulative Capital Expenditure	Contractor share of Cumulative Capital Expenditure (as a % of the Capital Cost of the New Project Facilities)
<£67,191	100.0%
£67,191-£671,914	66.7%
>£671,914-£1,343,827	51.5%
>£1,343,827-£6,719,137	22.5%
>£6,719,137-£26,876,547	10.0%
>£26,876,547	0.0%

Schedule Part 11

Liaison Procedure

1. The Liaison Committee shall have a Secretary, who shall be appointed by the Liaison Committee, or failing such appointment, who shall be appointed by the Authority.
2. The Liaison Committee shall regulate its own proceedings, save in respect of the following matters:
 - 2.1 the representatives of the Contractor at a meeting shall have, in aggregate, the same number of votes as, in aggregate, the representatives of the Authority;
 - 2.2 the Chairman shall not have a casting vote;
 - 2.3 if the Chairman is not present within 15 minutes of the start of a meeting, the members of the Liaison Committee appointed by the Authority shall nominate a chairman of the meeting;
 - 2.4 members of the Liaison Committee may appoint 1 alternate (and remove and replace that alternate) to attend and vote on their behalf;
 - 2.5 resolutions of the Liaison Committee must have the affirmative vote of representatives of both Parties;
 - 2.6 the Liaison Committee shall meet at least once every month up to the first anniversary of the Service Availability Date for the last Project Phase and thereafter at least once every three months;
 - 2.7 notwithstanding the foregoing, the Liaison Committee shall meet as often as may be required to fulfil its role under Clause 53.2;
 - 2.8 any member of the Committee may require the Secretary to convene a meeting of the Liaison Committee, which shall be held on not less than 2 weeks' and not more than 3 weeks' notice, save in the case of a matter requiring urgent consideration, when such notice as shall be reasonable in the circumstances shall be given by the Secretary;
 - 2.9 meetings of the Liaison Committee may be held by telephone provided all participants can hear and speak to each other at the same time.
3. Minutes of all proceedings of the Liaison Committee shall be kept by the Secretary and shall be circulated in draft to the Authority and to the Contractor as soon as practicable after the relevant meeting and approved at the next following meeting.

**Schedule Part 12
Employment Cost Data**

This information has been removed from the publicly available version of the Contract – this Section detailed names and other information on Council employees.

Schedule Part 13

Relevant Discharge Terms

1. The sums referred to in Paragraph 2.1 below and the adjustment between the parties of the rights and liabilities relating to the Assets referred to in Paragraph 2.2 below shall be relevant discharge terms in relation to this agreement for the purposes of section 6 of the Local Government (Contracts) Act 1997.
2. In the event of the making of a determination or order by a Court of final jurisdiction on an application for judicial review or audit review (within the meaning of the Local Government (Contracts) Act 1997), the result of which is that this Agreement and/or the Direct Agreement does not have effect or is otherwise unenforceable, then:
 - 2.1 The Contractor will be entitled to be paid by the Authority the sum equivalent to the amount of compensation payable by the Authority to the Contractor pursuant to Clause 46 (*Compensation on Termination for Authority Default*) and the terms of Clause 46 shall apply *mutatis mutandis*.
 - 2.2 The Authority shall have the option to require the Contractor to, and the Contractor shall if so required:
 - 2.2.1 transfer its right, title and interest in and to the Assets to the Authority or as directed by the Authority; and
 - 2.2.2 shall obtain from the Lenders such discharges or deeds of release as are necessary to release the Project Facilities from the securities held by the Lenders.
3. The compensation payable pursuant to Paragraph 2.1 shall be paid in a lump sum within six months of the order of the court.
4. Any payment of compensation and adjustment of rights in accordance with this Schedule Part 13 shall be in full satisfaction of any claim of the Contractor in relation to the termination of this Agreement and shall be the sole remedy of the Contractor against the Authority in the circumstances contemplated by Paragraph 2 above.

Schedule Part 14

Details of Companies

Contractor Details

1. Name: Alpha Schools (Highland) Limited
2. Country of Incorporation: England and Wales
3. Registered Number: 05509942
4. Registered Office: Anglian House, Ambury Road, Huntingdon, Cambridgeshire, PE29 3NZ
5. Shareholders: HoldCo
6. Directors:
Each of :
Rory Christie
Joseph Philipsz
Paul Bottrill
Andrew Richards
were appointed as directors of Alpha Schools (Highland) Limited with effect from 30 September 2005.
7. Secretary: Geoffrey Arthur George Shephard
8. Auditor: Grant Thornton

Holding Company Details

9. Name: Alpha Schools (Highland) Holdings Limited
10. Country of Incorporation: England and Wales
11. Registered Number: 05508168
12. Registered Office: Anglian House, Ambury Road, Huntingdon, Cambridgeshire, PE29 3NZ
13. Shareholders: Morrison Education (Highland) Limited and Northern Infrastructure Investments LLP
14. Directors:
Each of :
Rory Christie
Joseph Philipsz
Paul Bottrill
Andrew Richards
were appointed as directors of Alpha Schools (Highland) Holdings Limited with effect from 30 September 2005.

15. Secretary: Geoffrey Arthur George Shephard
16. Auditor: Grant Thornton

Schedule Part 15

Insurances

For the avoidance of doubt, it is noted and agreed by the Authority and the Contractor:

- (a) that for the purpose of clause 61.3.2 of the Project Agreement, the subrogation waiver shall be in the following, or substantially similar, form:

The Insurers waive all rights of subrogation howsoever arising which they may have or acquire against the Authority arising out of any occurrence in respect of which any claim is admitted and is insured hereunder for the benefit of the Authority except against the Authority (or officer, director, employee, agent or assign) where they have caused or contributed to such an occurrence or claim by fraud, deliberate misrepresentation, deliberate non-disclosure or deliberate breach of policy condition

- (b) that for the purpose of clause 61.3.5 of the Project Agreement, the non-vitiating requirement shall be in the following, or substantially similar, form:

(i) The Insurers undertake to the Authority that the Policy will not be invalidated as regards the rights and interests of the Authority and that the Insurers will not seek to avoid any liability under this Policy because of any act, neglect, error or omission made by any other Insured, including any failure by any other Insured to disclose any material fact, circumstance or occurrence, any misrepresentation by any other Insured or any breach or non-fulfilment by any other Insured of any condition, warranty or provision contained in the policy.

(ii) The Insurers agree that no Insured shall be penalised or prejudiced in any way by any unintentional or inadvertent misrepresentation, non-disclosure, want of due diligence or breach of any declaration, terms, condition or warranty of this Policy (together "the Relevant Matter"), but that this shall not apply as regards the individual Insured responsible for the Relevant Matter if that Insured fails to notify the Insurers or the brokers through whom the Policy was placed as soon as reasonably practicable after the management or managers of that Insured become aware or are made aware of the Relevant Matter.

- (c) notwithstanding Clause 61.1 of the Project Agreement, but subject always to Clause 63, in the event that the Contractor is unable to procure insurance on the terms and conditions (including deductible levels) set out in this Schedule Part 15 then the Contractor shall procure the taking out or renewal (as the case may be) of insurances on terms and conditions (including deductible levels) as close to those specified in this Schedule Part 15 (as the same may be amended or updated from time to time) as reasonably possible.

Section A – Construction Period Insurances

1. CONSTRUCTION "ALL RISKS"

Cover	"All Risks" of loss destruction or damage to the Property Insured from any cause not otherwise excluded
Insured Parties	(a) The Contractor
	(b) The Building Contractor
	(c) The FM Contractor
	(d) The Authority
	(e) All other contractors &/or sub-contractors to the above in any tier employed in connection with the carrying out of the Works

	(f)	Professional consultants manufacturers and suppliers to the above for their site activities only in connection with the carrying out of the Works
	(g)	Funders of all tiers
		for their respective rights and interests
Property Insured	(a)	All property and interests of every description used for or intended for incorporation within the works relating to design, supply, demolition, construction, erection, testing, setting to work, commissioning and maintenance of the Project Facilities including construction of any car parking, landscaping etc.
	(b)	Temporary works utilised to facilitate the carrying out of the Building Works
Insurance period		From the date of the Agreement until the last Service Availability Date, plus extensions as required by the Building Contract plus twelve (12) months maintenance period thereafter.
Territorial limits		Anywhere in the Europe in connection with the Works
Sums Insured		The full replacement value of the property insured plus an amount sufficient to meet the requirements of all principal extensions.
Deductibles		£10,000 each and every loss but increasing to £150,000 each and every loss in respect of LEG3.
Principal extensions		Full terrorism buy back
		Professional fees
		Debris removal - Limit 10% of the loss subject to a limit of £2,000,000 any one event
		Escalator clause - 15%
		Expediting expenses - Limit 10% of Sum Insured subject to £500,000 any one occurrence
		Plans and documents
		Guarantee maintenance
		Automatic reinstatement of Sums Insured
		Inland transits and incidental "off-site" storage
		European Union - Local Authorities
		Temporary Repairs
		Increased cost of construction of unbuilt portion- £500,000 any one event but £1,000,000 in the aggregate subject to a co-insurance of 20% or a minimum of £100,000
		Payments on Account
		72 hours clause

	Munitions of war
	Joint Code of Practice
	Free issue materials
	Minimisation of loss
	Property hired in/out
	Testing and commissioning
	Computer data reinstatement
Principal exclusions	War and civil war etc
	Nuclear events including radioactive contamination
	The cost of making good wear and tear etc. but not consequential losses
	Unexplained shortages or disappearance at time of taking an inventory
	Sonic bangs
	Contractors and/or subcontractors plant, tools and equipment
	Liquidated and ascertained damages
	latent defects in existing structures but not consequential damage.
	Consequential losses not otherwise insured
	LEG3

2. **ADVANCED LOSS OF REVENUE**

Insured Parties	The Contractor Funders of all tiers
Cover:	Delay in completion causing loss of revenue anticipated during the indemnity period and/or additional cost of working arising out of an indemnifiable event under paragraph 1 of Section A of this Part 15 of the Schedule including physical loss or damage which would be indemnifiable but for the application of any deductible.
Insurance Period	As under the Construction "All Risks" insurance referred to in paragraph 1 of Section A of this Part 15 of the Schedule excluding the maintenance period
Excess:	30 days in the aggregate per site for primary schools otherwise 45 days in the aggregate per site.
Sum Insured:	An amount sufficient to cover the sums the subject of the cover for the Indemnity Period.
Indemnity Period:	18 months in respect of the primary school sites and 24 months in respect of all other sites.

Principal Extensions:	Contractors Plant and Equipment
	Denial of access
	Specified Suppliers Extension (including suppliers of the Building Contractor)
	Loss of Utilities
	Professional Accountants
	Additional Increased Cost of Working - £2,600,000 for any one occurrence
	Payments on Account
	Full Value Terrorism
	Waiver of subrogation against the Building Contractor and the FM Contractor

Principal Exclusions	As per paragraph 1 of Section A of this Part 15 of the Schedule, other than Consequential Losses.
	Fines
	Non-availability of Funds
	Cancellation, lapse or suspension of the Project

3. PUBLIC LIABILITY INSURANCE

Cover:	Legal liability of the Insured Parties to pay (including claimant's costs and expenses) as damages in respect of: <ul style="list-style-type: none"> (a) death or bodily injury, illness, disease contracted by any person (b) loss of or damage to property (c) interference to property or any easement right of air light water or way or the enjoyment or use thereof by obstruction trespass loss of amenities nuisance or any like cause <p>happening during the period of insurance and arising out of or in connection with the carrying out of the Project</p>
Insured Parties	As under the Construction "All Risks" insurance referred to in paragraph 1 of Section A of this Part 15 of the Schedule
Insurance period	As under the Construction "All Risks" insurance referred to in paragraph 1 of Section A of this Part 15 of the Schedule
Indemnity limit	£50,000,000 any one occurrence, number of occurrences unlimited in the aggregate during the insurance period, but in the aggregate during the insurance period in respect of pollution liability plus one automatic reinstatement of indemnity limit in respect of pollution liability per annum
Deductible	£5,000 each and every occurrence of property damage only

Principal extensions	<p>Cross liabilities</p> <p>Costs and expenses in addition to indemnity limit (excluding North America)</p> <p>Contractual liability arising out of the Project</p> <p>Worldwide jurisdiction excluding USA, Canada and Australia</p> <p>Health & Safety at Work defence costs</p> <p>Munitions of war</p> <p>Defective Premises Act 1972</p> <p>Data Protection Act 1998</p> <p>Consumer Protection Act 1974</p> <p>Food Safety Act 1990</p> <p>Contingent motor</p>
Principal exclusions	<p>Penalties fines and liquidated and ascertained damages</p> <p>NMA 1685</p> <p>War and civil war etc</p> <p>Nuclear events including radioactive contamination</p> <p>Insured Parties own employees</p> <p>Loss or damage to contractors plant/huts/equipment</p> <p>Aircraft and marine craft</p> <p>Professional indemnity (but not resultant third party property damage or personal injury)</p> <p>Asbestos</p> <p>Toxic mould</p> <p>Cyber Liability</p>
Geographical Scope	Anywhere in the United Kingdom in connection with the Project

4. Professional Indemnity

Cover:	Legal liability arising as a result of negligent act, error or omission arising out of breach of professional duties in connection with the Project.
Insured Parties	The Building Contractor
Indemnity Limit	£10,000,000 any one loss and in the annual aggregate
Maximum deductible	£1,000,000 any one loss
Period of Insurance	From the date of the Agreement Date for a period of not less than twelve years from completion of the relevant Works
Principal Extensions	Indemnity to Principal

Loss mitigation

Liability for acts of sub-contractors

Retrospective date to commencement of design work in connection with the Project

5. STATUTORY

The provisions of clause 61.3 (Nature of the Insurances) do not apply in respect of the insurances detailed in this paragraph 4 of Section A of Part 15 of the Schedule.

Motor

Employers Liability

All other insurances required by Legislation and/or the Project Documents

Section B – Service Period Insurances

1. PROPERTY “ALL RISKS”

Cover	“All Risks” of loss or damage to property used for or in connection with the ownership maintenance and operation of the Project
Insured Parties	(a) The Contractor (b) The FM Contractor (c) The Authority (d) Funders of all tiers
	For their respective rights and interests
Geographical Scope	The Schools and anywhere in the UK in connection with this agreement including inland transit and offsite temporary storage
Sum Insured	To represent at all times the full replacement value at the time of loss of all property as described in the Cover
Deductible	£5,000 each and every loss
Commencement Date	The date at which any risk specified in this paragraph 1, Part B ceases to be covered by the insurances effected under the required policy specified in paragraph 1 Part A, or if earlier (in the case of any risk or liability not specified under such required policy) the date on which such risk arises
Insurance period	12 months and annually renewable (or such longer period as may be agreed) thereafter for the duration of the Agreement
Principal extensions	Full terrorism buy back Replacement/Reinstatement basis of settlement Loss Minimisation Temporary Repairs

Temporary removal

European Union - Local Authorities Reinstatement - including undamaged property

Day one reinstatement - +15%

Capital Additions

Debris removal costs

Automatic reinstatement of sum insured

Professional Fees

72 hour clause

Cost of labour and computer time extended in reproducing documents or computer records.

Mechanical and Electrical Breakdown

Including waiver of rights of subrogation against The Building Contractor

Principal exclusions:

War and civil war etc

Nuclear events including radioactive contamination

The cost of making good wear and tear etc. but this shall not exclude subsequent damage resulting from an ensuing cause which is not otherwise excluded consequential losses

Sonic bangs

Consequential losses

Unexplained shortages

Fidelity losses

Loss or damage to motor vehicles, aircraft or marine craft

Asbestos

Toxic Mould

Cyber Risks

2. BUSINESS INTERRUPTION

Insured

The Contractor

Funders of all tiers

Cover

Loss of revenue anticipated during the indemnity period and/or additional cost of working arising from an interruption or interference in the operation of the Project as a result of loss or damage covered under paragraph 1 of Part A of this Part of Schedule and/or paragraph 1 of Part B of this Part of the Schedule, including physical loss or damage which would be indemnifiable but for the application of any deductible

Sum Insured	An amount sufficient to cover the sums the subject of the Cover for the maximum Indemnity Period.
Indemnity Period	18 months in respect of the primary school sites and 24 months in respect of all other sites.
Commencement Date	The date at which any risk specified in this paragraph 2 Part B ceases to be covered by the insurances effected under the required policy specified in paragraph 2, Part A, or, if earlier (in the case of any risk or liability not specified under such required policy) the date on which such risk arises.
Deductible	£5,000 each and every loss
Period	As under Property "All Risks" insurance referred to in paragraph 1 of Section B of Part 15 of the Schedule.
Principal Extensions	Denial of access Suppliers extension (including suppliers of the Service Provider) Additional Increased Cost of Working - £2,600,000 any one occurrence Infectious Diseases (including clean up costs) Full Value Terrorism Loss of Utilities Professional Accountants Including waiver of rights of subrogation against The Building Contractor and the FM Contractor
Principal Exclusions	As per paragraph 1 of Section B of this Part 15 of the Schedule excluding consequential losses Fines Non-availability of Funds Cancellation, lapse or suspension of the Project

3. PUBLIC LIABILITY INSURANCE

Cover	Legal liability of the Insured Parties to pay (including claimant's costs and expenses) as damages in respect of: (a) death or bodily injury, illness, death, disease contracted by any person (b) loss of or damage to property (c) interference to property or any servitude right of air light water or way or the enjoyment or use thereof by obstruction trespass loss of amenities nuisance or any like cause happening during the period of insurance and arising out of or in connection with the Project.
Insured parties	As in sub-paragraphs (a), (b), (c) and (d) of the 'All Risks'

	insurance referred to in paragraph 1 of Section A of this Part 15
Indemnity limit	£50,000,000 any one occurrence, unlimited in the aggregate per annum in respect of products/pollution liability
Deductible	£5,000 each and every occurrence in respect of property damage only
Insurance period	As under Property "All Risks" insurance referred to in paragraph 1 of Section B of Part 15 of the Schedule.
Commencement Date	The date at which any risk specified in this paragraph, Part B, ceases to be covered by the insurances effected under the required policy specified in paragraph 2, Part A, or, if earlier (in the case of any risk or liability not specified under such required policy) the date on which such risk arises
Principal extensions	<p>Legionella</p> <p>Costs in addition to indemnity limit (excluding N. America)</p> <p>Worldwide jurisdiction</p> <p>Contractual liability– arising out of the Project</p> <p>Authority's property in custody/control of other Insured Parties</p> <p>Health & Safety at Work Act</p> <p>Contingent motor</p> <p>Defective Premises Act 1984</p> <p>Data Protection Legislation</p> <p>Consumer Protection Act 1987</p>
Principal Exclusions	<p>Penalties, fines and liquidated and ascertained damages</p> <p>NMA 1685</p> <p>War and civil war, etc</p> <p>Nuclear events including radioactive contamination</p> <p>Insured Parties own employees</p> <p>Aircraft and marine craft</p> <p>Professional indemnities (but not resultant third party property damage or personal injury).</p> <p>Asbestos</p> <p>Toxic Mould</p> <p>Cyber Liability</p>
Geographical Scope	Anywhere in the United Kingdom in connection with the Project and worldwide in connection with temporary non-manual visits.

4. **STATUTORY**

The provisions of clause 61.3 (Nature of the Insurances) do not apply in respect of the insurances detailed in this paragraph 4 of Section B of Part 15 of the Schedule.

Motor

Employers Liability

All other insurances required by Legislation and/or this Agreement and the Project Documents

Section C – Broker's Letter of Undertaking

TO: THE AUTHORITY

Dear Sirs

Agreement dated [] entered into between Alpha Schools (Highlands) Limited (the "Contractor") and The Highlands Council (the "Authority") (the "Agreement")

1. We refer to the Agreement. Unless the context otherwise requires, terms defined in the Agreement shall have the same meaning in this letter.
2. We act as insurance broker to the Contractor in respect of the insurances specified in Sections A and B of the Schedule Part 15, with the exception of the Statutory insurances (the "**Required Insurances**") and in that capacity we confirm that the Required Insurances which are required to be procured pursuant to clause 61 and Schedule Part 15 of the Agreement:
 - 2.1 name you and such other persons as are required to be named pursuant to the Agreement for their respective interests;
 - 2.2 are, as at today's date, in full force and effect;
 - 2.3 all premiums due to date in respect of the Required Insurances are paid and the Required Insurances are, to the best of our knowledge and belief, placed with insurers which, as at the time of placement, are reputable and financially sound; and
3. We further confirm that the attached cover notes confirm this position.
4. Pursuant to instructions received from the Contractor as brokers in connection with the Required Insurances, we hereby undertake in respect of the interests of the Authority in relation to the Required Insurances:
 - 4.1 **Notification Obligations**
 - 4.1.1 to notify you at least 30 (thirty) days prior to the expiry of any of the Required Insurances if we have not received instructions from the Contractor to negotiate renewal and in the event of our receiving instructions to renew, to advise you promptly of the details thereof;
 - 4.1.2 to notify you at least 30 (thirty) days prior to ceasing to act as brokers to the Contractor unless, due to circumstances beyond our control, we are unable to do so in which case we shall notify you as soon as practicable; and
 - 4.1.3 to pay into the Joint Insurance Account without set off or deduction of any kind for any reason all payments in respect of claims received in relation to the Required Insurances specified at **Clause 62.2** of the Agreement.
 - 4.2 **Advisory Obligations**
 - 4.2.1 to notify you promptly of any default in the payment of any premium for any of the Required Insurances;
 - 4.2.2 to notify you if any insurer cancels or gives notification of cancellation of any of the Required Insurances, at least 30 (thirty) days before such cancellation is to take effect or as soon as reasonably practicable in the event that notification of cancellation takes place less than 30 (thirty) days before it is to take effect;

- 4.2.3 to notify you of any act or omission on the part of the Contractor of which those of our employees directly involved with the placement or administration of the Insurances become aware and which they actually consider is likely to invalidate any Insurance or render it void, avoidable or unenforceable in whole or in part as soon as reasonably practicable after such employees reach such a conclusion;
- 4.2.4 in accordance with our duty to the Contractor, to notify the Contractor of its pre-contractual duties of disclosure to insurers by advising the Contractor of the type of information which generally needs to be disclosed to insurers; such notification to include the contractor's continuing duty to disclose any material change in risk in accordance with the requirements of the insurers

4.3 Disclosure Obligations

- 4.3.1 to disclose to insurers all information made available to us by the Contractor and which properly should be disclosed to insurers as soon as practicable after we are in receipt from the Contractor of such information, and
- 4.3.2 to treat as confidential all information so marked or otherwise stated to be confidential and supplied to us by or on behalf of the Contractor or the Authority and not to disclose such information, without the prior written consent of the supplier, to any third party other than those persons who, in our reasonable opinion have a need to have access to such information from time to time, and for the purpose of disclosure to the insurers or their agents in respect of the Required Insurances in discharge of our obligation set out at clause 4.3.1 of this letter. Our obligations of confidentiality shall not conflict with our duties owed to the Contractor and shall not apply to disclosure required by an order of a court of competent jurisdiction, or pursuant to any applicable law, governmental or regulatory authority having the force of law or to information which is in the public domain.

4.4 Administrative Obligations

- 4.4.1 to hold copies of all documents relating to or evidencing the Required Insurances, including but without prejudice to the generality of the foregoing, insurance slips, contracts, policies, endorsements and copies of all documents evidencing renewal of the Required Insurances, payment of premiums and presentation and receipt of claims;
- 4.4.2 to supply to the Authority and/or its insurance advisers (or the Authority's or its insurance advisers' authorised representatives) promptly on written request copies of the documents set out in clause 4.4.1 of this letter, and to the extent available, to make available to such persons promptly upon the Authority's request the originals of such documents;
- 4.4.3 to administer the payment of premiums due pursuant to the Required Insurances such that, in so far as we hold appropriate funds, all such premiums shall be paid to insurers in accordance with the terms of the Required Insurances;
- 4.4.4 to administer the payment of claims from insurers in respect of the Insurances (the "Insurance Claims") including:
 - (a) negotiating settlement of Insurance Claims presented in respect of the Required Insurances;
 - (b) collating and presenting all information required by insurers in relation to Insurance Claims presented in respect of the Required Insurances, and

- (c) insofar as it is relevant and practicable, liaising with and reporting to each Authority throughout the settlement, payment and administration of such Insurance Claims.

4.4.5 to advise the Authority promptly upon receipt of notice of any material changes which we are instructed to make in the terms of the Required Insurances and which, if effected, in our opinion as Insurance Brokers would result in any material reduction in limits or coverage or in any increase in deductibles, exclusions or exceptions.

5. Notification Details

- 5.1 Our obligations at clause 4 of this letter to notify or inform you shall be discharged by providing the requisite information in hard copy to:

Director of Finance
Highland Council
Glen Urquhart Road
Inverness, IV3 5NX
For the attention of the Principal Accountant PPP and JV

Yours faithfully

For and on behalf of [Contractor's broker]

For and on behalf of the Contractor

Schedule Part 15A

Insurance Premium Risk Sharing Schedule

1 Definitions

1.1 For the purposes of this Schedule, the following words and expressions shall bear the following meanings:

Actual Relevant Insurance Cost means the aggregate of the annual insurance premiums reasonably incurred by the Contractor to maintain the Relevant Insurance during the Review Period but excluding insurance premium tax and all broker's fees and commissions;

Base Relevant Insurance Cost means, for the purposes of calculating the Insurance Cost Differential, the amount set out in "Summary" sheet Cell O69. of the Financial Model as the aggregate of the annual insurance costs (comprising both insurance premiums and any insurance related contingency amounts) which were (at Financial Close) projected to be incurred to maintain the Relevant Insurance during the Review Period expressed in prices of the year in which Financial Close took place, escalated by actual RPIX since Financial Close up to the dates on which the Relevant Insurance was placed during the Review Period but excluding insurance premium tax and all brokers' fees and commissions;

Business Day shall have the meaning given to it in the Agreement;

Business Interruption Cover shall have the meaning given to it in Schedule Part 15A;

Construction Period Insurance means the Required Insurance in respect of the period from the date of this Agreement to the Service Availability Date;

Contract Period shall have the meaning given to it in the Agreement;

Contractor Related Party shall have the meaning given to it in the Agreement;

Contractor's Statement shall have the meaning given to it in paragraph 2.3;

Exceptional Cost means, for a Review Period, the extent to which there is an Insurance Cost Increase which exceeds in amount 30% of the Base Relevant Insurance Cost for that Review Period;

Exceptional Saving means, for a Review Period, the extent to which there is an Insurance Cost Decrease which exceeds in amount 30% of the Base Relevant Insurance Cost for that Review Period;

Financial Close shall have the meaning given to it in the Agreement;

Financial Model shall have the meaning given to it in the Agreement;

First Review Date means the first business day following the date of the first renewal of the Relevant Insurance which takes place at least 360 days after the Relevant Insurance Inception Date;

Insurance Cost Differential shall, subject to the Insurance Review Procedure, be determined as follows:-

$$\text{Insurance Cost Differential} = \text{ARIC} - \text{BRIC} - \text{PIC}$$

where:

ARIC is the Actual Relevant Insurance Cost
BRIC is the Base Relevant Insurance Cost
PIC is any Project Insurance Change

Insurance Cost Decrease means the Insurance Cost Differential if the value thereof is less

than zero, multiplied by minus one;

Insurance Cost Increase means the Insurance Cost Differential if the value thereof is greater than zero;

Insurance Cost Index means any index introduced by the Government or the Office of National Statistics after the date of this Agreement and which is anticipated to be published annually to provide an independent and objective measure of changes in prevailing market insurance costs;

Insurance Review Procedure means the procedure set out in paragraph 2;

Portfolio Cost Saving means any insurance cost saving which arises and which is attributable to the Contractor changing the placement of the Required Insurances from being on a stand-alone project-specific basis assumed at Financial Close, to being on the basis of a policy (or policies) also covering risks on other projects or other matters which are outside the scope of the Project so as to benefit from portfolio savings. A Portfolio Cost Saving is defined to be a positive sum and cannot be less than zero;

Project Insurance Change means any increase or decrease in the Actual Relevant Insurance Cost relative to the Base Relevant Insurance Cost, arising from:

- (a) the claims history of the Contractor or any Contractor Related Party;
- (b) the effect of any changes in deductibles;
- (c) any other variation between the Base Relevant Insurance Cost and the Actual Relevant Insurance Cost which does not arise from changes in circumstances generally prevailing in the Relevant Insurance Market, except for Portfolio Cost Savings.

Relevant Insurance means the Required Insurance other than:

- (a) Construction Period Insurance;
- (b) Business Interruption Cover except to the extent that it relates to fixed and unavoidable costs, but not including the loss of profit element; and
- (c) any professional indemnity cover;

Relevant Insurance Inception Date means the date on which the Relevant Insurance is first providing active insurance cover to the Contractor, being a date no earlier than the Service Availability Date;

Relevant Insurance Market means the insurance market where insurance for the majority of projects under the United Kingdom's Private Finance Initiative is placed. At the date of this Agreement the Relevant Insurance Market is the insurance market in the United Kingdom;

Required Insurance shall mean the insurances to be taken out by the Contractor pursuant to Clause 61;

Review Date means the First Review Date and, thereafter, each date falling on the second anniversary of the previous Review Date, except where such date lies beyond the date of termination of the Agreement, in which case the Review Date shall be the last renewal date of the Relevant Insurance prior to the date of termination of the Agreement;

Review Period means the period from the Relevant Insurance Inception Date to the First Review Date and each subsequent period commencing on the previous Review Date and ending on the Review Date;

RPIX has the meaning given to it in this Agreement; and

Service Availability Date shall have the meaning giving to it in the Agreement.

2 Insurance Review Procedure

- 2.1 This procedure shall be used to determine whether the Authority shall bear any increase or benefit from any decrease in Relevant Insurance costs.
- 2.2 On a date not sooner than twenty (20) Business Days prior to each Review Date the Contractor shall commence the following procedure.
- 2.3 The Contractor shall, with the assistance of its insurance broker, and no later than the date which is ten (10) Business Days after the Review Date, deliver to the Authority at least two copies of an insurance cost report (prepared at the Contractor's expense) which should, as a minimum, contain the following information for the Review Period ending on the Review Date:
 - 2.3.1 The Actual Relevant Insurance Cost for each date within the Review Period on which the Relevant Insurance was placed or renewed;
 - 2.3.2 The Base Relevant Insurance Cost for each date within the Review Period on which the Relevant Insurance was placed or renewed;
 - 2.3.3 An assessment and quantification of each Project Insurance Change;
 - 2.3.4 Full details of any Portfolio Cost Saving;
 - 2.3.5 Any other reasons that the Contractor believes may have caused a change (by way of increase or decrease) in the Actual Relevant Insurance Cost;
 - 2.3.6 The opinion of the Contractor's insurance broker as to the reasons why the Actual Relevant Insurance Cost has varied from the Base Relevant Insurance Cost, specifying the impact of each of the factors and quantifying the amount attributable to each factor specified above; and
 - 2.3.7 The calculation of the Insurance Cost Differential and any Exceptional Cost or Exceptional Saving arising from this calculation;
 - 2.3.8 Evidence satisfactory to the Authority (acting reasonably) of any changes to circumstances generally prevailing in the Relevant Insurance Market that are claimed to account for the Insurance Cost Differential;

(together the **Contractor's Statement**).
- 2.4 Following receipt of the Contractor's Statement, the Authority shall notify the Contractor in writing within fifteen (15) Business Days whether or not it accepts the Contractor's Statement including full details of any disagreement. If the Authority does not provide such notification and/or details of any disagreement to the Contractor within fifteen (15) Business Days, the Authority shall be deemed to have accepted the Contractor's Statement. If the Authority disagrees with any item in the Contractor's Statement, the Parties shall use their respective reasonable endeavours acting in good faith to agree the contents of the Contractor's Statement. If the Parties fail to agree the contents of the Contractor's Statement within thirty five (35) Business Days from the date it was delivered to the Authority, the matter shall be resolved pursuant to Clause 64 (*Dispute Resolution*).
- 2.5 The Authority may make the Contractor's Statement available to HM Treasury or any of its or HM Treasury's agents or advisers for insurance cost verification, benchmarking or similar purpose.

3 Sharing of Exceptional Cost and Exceptional Saving

- 3.1 If, following the completion of the Insurance Review Procedure, it is agreed or determined that there is an Exceptional Cost, the Authority shall within thirty (30) days of completion of the Insurance Review Procedure make a one-off lump-sum payment to the Contractor equal to 85% of the Exceptional Cost.
- 3.2 If, following the completion of the Insurance Review Procedure, it is agreed or determined that there is an Exceptional Saving, the Contractor shall within thirty (30) days of completion of the Insurance Review Procedure make a one-off lump-sum payment to the Authority equal to 85% of the Exceptional Saving.
- 3.3 Following the completion of the Insurance Review Procedure, if it is agreed or determined that there is neither an Exceptional Cost nor an Exceptional Saving, any Insurance Cost Differential shall be borne by or benefit the Contractor.

4 Insurance Cost Index

If at any time an Insurance Cost Index is published and intended for use in PFI contracts of a similar nature to this Agreement, the Parties shall meet with a view to agreeing (a) its application to the Project, taking into account any relevant guidance issued by HM Treasury and (b) how a Portfolio Cost Saving may be accounted for when the index is in use.

Schedule Part 16

Property Agreements and Title Provisions

Section A – Property and Title Provisions

1. On the Effective Date the Authority shall, in respect of the Sites:

deliver to the Contractor a form 10/11 or form 12/13 report including searches in the register of inhibitions and adjudication's brought down to as near as practical to the Effective Date and showing no entries adverse to the Authority's interest in the Sites or to the Authority's ability to grant the Ancillary Rights.
2. Notwithstanding the terms of Clause 19.1, or any other rights granted under this Agreement, where the Contractor or any Contractor Related Party requires, in order to exercise its rights or perform its obligations under this Agreement, the Authority shall as soon as reasonably practicable after the provision by the Contractor to the Authority of all relevant information in connection therewith enter into such wayleaves deeds of servitude or other similar agreements with any third party; provided that the Contractor has obtained at its own cost the prior agreement of the third party in terms acceptable to the Authority (acting reasonably) and provided further that where such wayleaves, deeds of servitude or other similar agreements are required over land owned by the Authority, the Authority will not be required to do so where acting reasonably, it notifies the Contractor (within 15 Business Days of receipt of the initial written request for the same) that such wayleaves, deeds of servitude or other similar agreements would be prejudicial to the Authority's interest in said land. The Contractor shall reimburse the Authority for all costs and expenses reasonably and properly incurred by the Authority in connection with entering into any wayleaves, deeds of servitude or other similar agreements at the request of the Contractor.
3. For the avoidance of doubt the Contractor is not required to obtain consents from third parties with a proprietary interest in respect of the Additional Rights and the Authority Property Actions.

Schedule Part 16

Section B - The Additional Rights

1. DRUMMOND SCHOOL

1.1 Insofar as the same does not form part of the public road a temporary right of access (from the Commencement of Project Facility until the External Works Availability Date) to construct, maintain and remove Site access across the strip coloured green and marked 1.1 between Drummond Road and the northern site boundary on the Drummond Additional Rights Plan.

2. CAWDOR

2.1 A permanent right of access to the school over the area shaded green and marked 2.1 on the Cawdor Additional Rights Plan between the existing Milton of Kilravock public road and the school site together with access to construct the school access and to maintain, repair and renew.

2.2 All necessary permanent rights of access over the area coloured blue and marked 2.2 on the Cawdor Additional Rights Plan ("the Existing Route") for the purposes of

2.2.1 Access to and egress from the school entrance at the Cawdor Site; and

2.2.2 construction of sewerage utilities associated with the school and to connect the Site to mains water, drainage and electricity and telephone services with access for the purposes of maintenance repair and renewal on all necessary occasions subject to reinstatement of all surface damage caused.

Provided always that with effect from the date on which the Authority gives notice to the Contractor of the same ("the Notice Date"), the rights specified in paragraph 2.2.1 and 2.2.2 shall, in substitution for the Existing Route, be immediately available in respect of an alternative route which is, in respect of the right specified in paragraph 2.2.1, a route which is constructed to an adoptable standard (and otherwise suitable for use as the main access to and egress from the school entrance at the Cawdor Site) in compliance with all Necessary Consents required in respect thereof ("the New Route").

2.3 A permanent right to create and maintain in all time coming (or until the Notice Date if the same should occur) visibility splays over the areas cross hatched green and marked 2.3 to the north of the B9090 on the Cawdor Additional Rights Plan on either side of the junction between the unclassified Milton Road and the B9090.

2.4 A permanent right of access in all time coming (or until the Notice Date if the same should occur) to the area shown hatched in yellow and marked 2.4 on the Additional Servitude Plan ("the Servitude Area") to widen the adjoining existing road including a right to lay tar and create a grass verge within the Servitude Area and thereafter a permanent right of access and egress at all times and for all purposes for pedestrians and vehicles (including heavy vehicles) over and across the Servitude Area together with the right to inspect, maintain, repair and renew the same.

3. CULLICUDDEN

3.1 Insofar as the same does not form part of the U3/29 public road a permanent right of access over the area coloured green and marked 3.1 on the Cullicudden Additional Rights Plan between the B9163 and the south east corner of the site to construct the school access together with access layby for the sewerage works and to install the telecom, water, street lighting and electricity facilities associated with the school and the road with access for the purposes of maintenance, repair and renewal.

3.2 A permanent right to create and maintain in all time coming visibility splays over the areas

cross hatched blue and marked 3.2 to the south of the B9163 on the Cullicudden Additional Rights Plan on either side of the junction of the U3/29 public road.

3.3 A permanent right of access over the route shaded blue and marked 3.3 on the Cullicudden Additional Rights Plan between the south east corner of the site towards Newhall Burn to install within that area, use, inspect, maintain, repair and if necessary renew an outfall pipe, drain and connections as necessary for the efficient drainage of the school with access for the purposes of maintenance, repair and renewal

4. MILLBURN

4.1 Insofar as the same does not form part of the public road a permanent right of access over the north most area shaded green and marked 4.1 on the Millburn Additional Rights Plan and located to the east of the Millburn Site between Diriebught Road and the site boundary to construct the permanent school exit/temporary site egress with access for the purposes of maintenance, repair and renewal.

4.2 Insofar as the same does not form part of the public road a permanent right of access over the south most area shaded green and marked 4.2 on the Millburn Additional Rights Plan and located to the east of the Millburn Site between Diriebught Road and the site boundary to construct the permanent school access with access for the purposes of maintenance, repair and renewal.

4.3 Insofar as the same does not form part of the public road a temporary right of access from the Service Availability Date to the External Works Availability Date over the area shaded blue and marked 4.3 on the Millburn Additional Rights Plan and located between the areas referred to in paragraphs 4.1 and 4.2 to construct, maintain and remove the temporary site access.

5. GAELIC SCHOOL (SLACKBUIE)

5.1 A permanent right of access over the area coloured green and marked 5.1 on the Gaelic Additional Rights Plan between the roundabout on the Southern Distributor Road and the school site boundary to construct the school access with access for the purposes of maintenance, repair and renewal.

5.2 A temporary right of access from the Commencement of Project Facility until the Service Availability Date to construct the car parking area on the area hatched yellow and marked 5.2 on the Gaelic Additional Rights Plan to the north east of the access area coloured green.

6. INSHES

6.1 A temporary right of access from the Commencement of Project Facility until Service Availability Date over the area coloured blue and marked 6.1 on the Inshes Additional Rights Plan between the south west site boundary and Stevenson Distributor Road to construct and utilise a temporary access road.

7. DINGWALL

7.1 Insofar as the same does not form part of the public road a permanent right of access over the area coloured green and marked 7.1 between the A862 and the site boundary to construct the school access with access for the purposes of maintenance, repair and renewal.

7.2 A permanent right of access over the area coloured green and marked 7.2 on the Dingwall Additional Rights Plan between Back Road and the western boundary of the Site to construct the school playing fields access with access for the purposes of maintenance, repair and renewal.

8. CULBOKIE

9. KINLOCHLEVEN

- 9.1 Insofar as the same does not form part of the public road a permanent right of access over the two areas shaded green and marked 9.1 on the Kinlochleven Additional Rights Plan (at Riverside Road and the B863) to construct the school access road with access for the purposes of maintenance, repair and renewal.
- 9.2 A right of access from the Commencement of Project Facility until the Service Availability Date over the two areas coloured yellow and marked 9.2 between the new school access road, the Site boundary and the existing Leisure Centre Car Park to construct the Leisure Centre Access bellmouth junction and to relocate the plinth with access for the purposes of maintenance repair and renewal.
10. PORTREE
- 10.1 Insofar as the same does not form part of the public road a permanent right of access over the area coloured green and marked 10.1 on the Portree Additional Rights Plan between Dunvegan Road and the east site boundary to construct the school permanent and temporary site access road with access for the purposes of maintenance, repair and renewal.
- 10.2 Insofar as the same does not form part of the public road a temporary right of access from the Commencement of Project Facility until Service/External Works Availability Date over the area coloured blue and marked 10.2 on the Portree Additional Rights Plan between Dunvegan Road and Viewfield Square to construct the site construction access.
- 10.3(a) Insofar as the same does not form part of the public road a temporary right of access over the area coloured green and marked 10.3(a) on the Portree Additional Rights Plan between Viewfield Road and the site boundary to construct the permanent school access for the purposes of maintenance, repair and renewal.
- 10.3(b) Insofar as the same does not form part of the public road a temporary right of access over the area coloured green and cross hatched black and marked 10.3(b) on the Portree Additional Rights Plan at the existing school access from the Commencement of the Project Facility until Services/External Works Availability Date to stop up the existing school entrance and form footpath to Viewfield Road.
- 10.4 A temporary right of access over the areas coloured blue and marked 10.4 within the Elgin Hostel boundaries from Commencement of Project Facility until the External Works Availability Date for the purposes of services and landscaping.

All of the above Additional Rights save for those which are to be available to the Contractor with effect from the Notice Date pursuant to paragraph 2.2 shall be granted insofar as the Authority can competently grant same as at the date to which the searches (detailed in Schedule Part 16 Section A) are brought down. For the avoidance of doubt where any such right is referred to as a permanent right of access that right shall endure for the Contract Period and shall include a right to enter the relevant Site (it being agreed that the provision of the New Route shall not constitute a breach of this paragraph by the Authority provided that the rights granted in respect thereof endure for the Contract Period and include a right to enter the Cawdor Site).

The Contractor shall and shall procure that any Contractor Related Parties shall:

1. comply with the terms of and pay any sums outlaid by the Authority in connection with the grant of any road opening permit obtained by the Contractor with the consent of the Authority ;
2. procure that the foregoing rights are exercised in a manner so as to cause minimum practicable disturbance having regard to the nature of the Works and Services being carried out or provided; and
3. to the extent that the Additional Rights are exercised over any land not in the ownership of the Authority, implement perform and comply with the terms and conditions of any Title Deeds in so far as they relate to the exercise of those Additional Rights..

Schedule Part 16

Appendix A

Additional Rights Plans

Schedule Part 16

Appendix B

Schedule Part 17

Site Meeting Agenda Items

The Site Meeting Agenda shall provide, as a minimum, the following:

- Details of the progress of Design Work
- Details of the progress of Sub-Contractor Procurement
- Details of the progress of Off-Site Manufacture/Fabrication
- Details of the progress on each site
- The updated delivery schedules of all major items
- The staff, labour and plant resource records
- A Safety Report
- A Schedule of all information required by the Authority
- A Report of incidents with each Project Facility
- A Schedule of forthcoming major activities on each site
- An Executive Summary
- An FF&E Report

Schedule Part 18

Dispute Resolution Procedure

ADJUDICATION

1. Any dispute or difference (references to "Dispute" throughout this Schedule Part 18 shall include any difference) arising under this Agreement or with regard to any matter or thing whatsoever arising out of this Agreement or in connection therewith ("**Dispute**") which is referred to an Adjudicator for adjudication shall be adjudicated in accordance with these adjudication rules ("**Rules**").
2. The Rules meet the requirements of adjudication procedure as set out in Section 108 of the Housing Grants, Construction and Regeneration Act 1996; Part I of the Scheme for Construction Contracts (Scotland) Regulations 1998 shall thus not apply.

COMMENCEMENT

- 3.1 The Rules shall apply upon either party to the Agreement giving written notice (a "**Notice Requiring Adjudication**") to the other party of its intention to refer a Dispute to adjudication, and identifying in sufficiently full terms the Dispute in respect of which adjudication is required ("**Adjudication**"). No Notice Requiring Adjudication shall refer more than one Dispute to Adjudication. The notice shall be served in accordance with the provisions of Clause 72 (*Notices*).
- 3.2 Within 7 days from the date of such Notice Requiring Adjudication, and provided that he is willing and able to act, an agreed adjudicator identified and agreed upon under Rule 6 or nominated adjudicator under Rule 7 ("**Adjudicator**" which definition shall also include any replacement adjudicator under Rule 8) shall give written notice of his acceptance of appointment to both parties.
- 3.3 The date of the referral of the Dispute shall be the date that the Adjudicator so confirms his acceptance.
4. Notices Requiring Adjudication may be given at any time and notwithstanding that legal proceedings have been commenced in respect of such Dispute.
5. More than one Notice Requiring Adjudication may be given arising out of this Agreement.

APPOINTMENT

6. Where the Parties agree within 3 days of the Notice Requiring Adjudication or have agreed in advance upon the identity of an Adjudicator who confirms within 4 days of the Notice Requiring Adjudication his readiness and willingness to embark upon the Adjudication within 7 days of the Notice Requiring Adjudication, then that person shall be the Adjudicator.
- 6A. If any Dispute raises issues which are the same or substantially the same as (or are connected with) issues that have been raised in a Related Dispute (whether current or not), either party may require that the Adjudicator shall be the adjudicator appointed in relation to the Related Dispute and, in such circumstances, the Authority and the Contractor agree that, insofar as practicable and appropriate, the Adjudicator shall come to the same conclusion as to the facts and apply the same reasoning and analysis in reaching a decision on the Dispute as the adjudicator's conclusions reasoning and analysis in respect of the Related Dispute.
7. Where the parties have not so agreed upon an Adjudicator, or where such person has not so confirmed his willingness to act, then the party who is seeking the appointment of the Adjudicator and the referral of the Dispute to Adjudication may apply to the Chairman, Vice-Chairman, President or Vice-President of either the Royal Incorporation of Architects in Scotland or the Scottish Building Employers Federation or the Royal Institution of Chartered Surveyors in Scotland or the National Specialist Contractors Council or the Law Society of Scotland or the Institute of Chartered Accountants of Scotland or the Institute of Chartered Accountants of England and Wales ("**Nominator**") for a nomination and the selection of the Nominator shall be made by the said party at a time not earlier than when any Dispute arises.

The following procedure shall apply:

- 7.1 The application shall be in writing, accompanied by a copy of this Agreement or other evidence of the agreement of the parties that the Rules should apply and a copy of the Notice Requiring Adjudication; and
- 7.2 The Nominator shall endeavour to secure the appointment of an Adjudicator and the referral to him of the Dispute within seven (7) days from the date of the Notice Requiring Adjudication.
8. The Nominator may replace an Adjudicator with another nominated person as Adjudicator if and when it appears necessary to him to do so but only after giving written notice to the parties of his intention to make such replacement. The Nominator may only exercise such power if either party shall satisfy him that the Adjudicator is not acting impartially, or that the Adjudicator is physically or mentally incapable of conducting the Adjudication, or that the Adjudicator is failing with necessary despatch to proceed with the Adjudication or make his decision. In the event that an Adjudicator is replaced by a Nominator in accordance with this Rule 8, the parties agree that all timescales shall be re-calculated from the date of the replacement.
9. Subject to Rule 6A where an Adjudicator has already been appointed in relation to another dispute arising out of this Agreement, the Nominator may appoint either the same or a different person as Adjudicator.

AGREEMENT

10. An agreement to adjudicate in accordance with the Rules shall be treated as an offer made by each of the parties to the Nominator and to any Adjudicator to abide by the Rules, which offer may be accepted by conduct by appointing an Adjudicator or embarking upon the Adjudication respectively. It shall be a condition of any appointment of an Adjudicator that, where so required, the Adjudicator will act as an adjudicator in the circumstances described in Rules 34 to 49 inclusive (*Consolidation of Disputes*) or as adjudicator to determine a Related Dispute (providing the Adjudicator has no conflict of interest in doing so).

SCOPE OF THE ADJUDICATION

11. The scope of the Adjudication shall be the matters identified in the Notice Requiring Adjudication, together with any further matters which both parties agree in writing should be within the scope of the Adjudication.
12. The Adjudicator may rule upon his own substantive jurisdiction, and as to the scope of the Adjudication.

THE PURPOSE OF THE ADJUDICATION AND THE ROLE OF THE ADJUDICATOR

13. The underlying purpose of the Adjudication is to resolve disputes between the parties that are within the scope of the Adjudication as rapidly and economically as is reasonably possible.
14. Subject to Rule 49, decisions of the Adjudicator shall be binding until the Dispute is finally determined by legal proceedings, by arbitration (where the parties so elect) or by agreement between the parties.
15. The decision of the Adjudicator shall reflect the legal entitlements and obligations of the parties.
16. The Adjudicator shall have the like power to open up and review any certificates, or other things issued or made pursuant to this Agreement as would a court or Arbitrator given such powers and the power to award damages.
17. The Adjudicator shall act fairly and impartially, but shall not be obliged or empowered to act as though he were an arbitrator.

CONDUCT OF THE ADJUDICATION

18. The Adjudicator shall establish the procedure and timetable for the Adjudication.
19. Without prejudice to the generality of Rule 18, the Adjudicator may if he thinks fit:
 - 19.1 require the delivery of written statements relating to matters in issue in the Dispute;
 - 19.2 require either party to produce a bundle of key documents, whether helpful or otherwise to that party's case, and to draw such inference as may seem proper from such bundle that may become apparent;
 - 19.3 require the delivery to him and/or the other party of copies of any documents other than documents that would be privileged from production to a court;
 - 19.4 limit the length of any written or oral submission;
 - 19.5 require the attendance before him for questioning of either party or employee or agent of either party;
 - 19.6 make site visits;
- 19.7 make use of his own specialist knowledge;
- 19.8 obtain advice from specialist consultants, provided that at least one of the parties so requests or consents;
- 19.9 not used;
- 19.10 review and revise any of his own previous directions; and
- 19.11 conduct the Adjudication in an inquisitorial manner, and take the initiative in ascertaining the facts and the law.
20. The Adjudicator may reach his decision with or without the holding of an oral hearing.
21. The Adjudicator shall exercise such powers fairly and impartially, giving each party a reasonable opportunity, in light of the timetable, of putting his case and dealing with that of his opponent.
22. The Adjudicator may not:
 - 22.1 require any advance payment of or security for his fees;
 - 22.2 receive any written submissions from one party that are not also made available to the other
 - 22.3 refuse any party the right at any hearing or meeting to be represented by a representative of that party's choosing who is present;
- 22.4 act or continue to act in the face of a conflict of interest;
- 22.5 require any party to pay or make contribution to the legal costs of the other party arising in the Adjudication.
23. The Adjudicator shall reach a decision within 28 days of referral of the Dispute or such longer period as is agreed by the parties after the Dispute has been referred to him. The Adjudicator shall be entitled to extend the said period of 28 days by up to 14 days with the consent of the party by whom the Dispute was referred. As soon as possible after he has reached a decision, the Adjudicator shall deliver a copy of the decision to each of the parties. Upon becoming aware that the Dispute is the same or substantially the same (in all material respects) as a dispute which has previously been referred to Adjudication under this Agreement, and a decision has been issued in that Adjudication, the Adjudicator shall immediately resign.

ADJUDICATOR'S FEES AND EXPENSES

24. The parties shall be jointly responsible for the Adjudicator's reasonable fees and expenses including those of any specialist consultant (excluding legal) appointed by the Adjudicator under the Rules ("**Costs of Adjudication**"), and the Adjudicator shall have the discretion to make directions regarding the apportionment of the Costs of Adjudication. If no such directions are made, the parties shall bear the Costs of Adjudication in equal shares.
25. Not used.

DECISIONS

26. The Adjudicator may in any decision direct the payment of such compound or simple interest as may be permitted by this Agreement.
27. All decisions shall be in writing. If requested by either party, not later than 7 days from the date of delivery of his decision to both parties, the Adjudicator shall, provide reasons for that decision.

ENFORCEMENT

28. Every decision of the Adjudicator shall be implemented without delay. The parties shall be entitled to such relief and remedies as are set out in the decision, and shall be entitled to enforcement thereof including to take further proceedings. Where either party or the Adjudicator wishes to register the decision for execution in the Books of Council and Session, the other party shall, on being requested to do so, forthwith consent to such registration by subscribing the decision before a witness which failing within 7 days of such request, the same may be subscribed on behalf of the defaulting party by the Deputy Principal Clerk of the Court of Session.

IMMUNITY, CONFIDENTIALITY AND NON-COMPELLABILITY

29. Neither the Nominator, nor the Adjudicator nor any employee or agent of any of them shall be liable for anything done or not done in the discharge or purported discharge of their functions, whether in negligence or otherwise, unless the act or omission is in bad faith.
30. The Adjudication and all matters arising in the course thereof are and will be kept confidential by the parties except insofar as necessary to implement or enforce any decision of the Adjudicator or as may be required for the purpose of any subsequent proceedings under this Agreement or an adjudication concerning a Related Dispute under a Related Agreement and save insofar as required by law.
31. In the event that either party seeks to challenge or review any decision of the Adjudicator in any subsequent legal proceedings, the Adjudicator shall not be joined as a party to, nor shall be cited or otherwise required to give evidence or provide his notes in such legal proceedings except where required by law.
32. Not used.
33. All information, data or documentation disclosed or delivered by a party to the Adjudicator in consequence of or in connection with his appointment hereunder shall be treated as confidential by the Adjudicator and each party to the Adjudication (save as otherwise agreed between the parties) or to the extent it is necessary for the adjudicator to disclose such information data or documentation for the purposes of an adjudication under a Related Agreement which he is appointed to determine.

CONSOLIDATION OF DISPUTES

34. Where a Dispute arising under, out of or in connection with this Agreement is in the opinion of the Contractor related to a dispute or potential dispute or difference ("**Related Dispute**") arising under, out of, or in connection with any other agreement between the Contractor and a third party (all such agreements being referred to as the "**Related Agreements**") and the

Related Dispute has been referred to an adjudicator for determination under an adjudication procedure (“**Related Procedure**”) which meets the requirements set out in Section 108 of the Housing Grants, Construction and Regeneration Act 1996 and is in all material respects equivalent to the adjudication procedure in this Schedule Part 18, the Contractor may or may procure that the other party to the Related Dispute shall as soon as practicable, and in any case within fourteen (14) days of the referral of the Dispute to the Adjudicator, give to the Adjudicator conducting the adjudication under this Agreement and also to the other parties to the Dispute and the Related Dispute the particulars set out in Rule 35 below.

35. The particulars referred to in Rule 34 above are:
- 35.1 a copy of the Related Agreement;
 - 35.2 a preliminary statement from the Contractor and/or, as the case may be, the other party to the Related Dispute setting out:
 - 35.2.1 the basis and grounds for consolidation of the Related Dispute and the Dispute;
 - 35.2.2 the cases of the parties to the Related Dispute;
 - 35.2.3 any relief sought by the parties to the Related Dispute; and
 - 35.2.4 a list of any documents served in relation to the Related Dispute.

Any such particulars sent by the Contractor to the Adjudicator and the Authority shall be sent at the same time to the other party to the Related Dispute.

36. [Not Used]
37. On receiving the particulars set out in Rule 35 above and within fourteen (14) days of the referral of the Dispute to the Adjudicator, the Adjudicator shall immediately request that the parties to the Dispute and the other party to the Related Dispute attend a meeting with the Adjudicator with a view to determining whether or not the Dispute and the Related Dispute should be consolidated. If the Adjudicator and all the relevant parties agree, they may hold a telephone conference call instead of a meeting, and in such an event references in Rules 38 to 41 to a meeting or to attending a meeting shall mean a telephone conference call and taking part in such a telephone conference call.
38. The Contractor shall use its reasonable endeavours to procure that an authorised representative of the other party to the Related Dispute shall attend the meeting with the Adjudicator referred to in Rule 37 above. The Contractor and the Authority each agree to send an authorised representative or nominee to any meeting of this kind under this Agreement or under a Related Agreement, which they may be requested to attend.
39. At the meeting referred to in Rule 37 above, the Authority’s authorised representative shall, as a preliminary matter, either:
- 39.1 confirm to the Adjudicator that the Authority accepts the proposed consolidation of the Related Dispute with the Dispute; or
 - 39.2 inform the Adjudicator that the Authority does not accept the proposed consolidation of the Related Dispute with the Dispute.
40. Where Rule 39.1 above applies, the Adjudicator shall immediately order consolidation of the Dispute and the Related Dispute and shall have the authority and the power referred to in Rule 43 below.
41. Where Rule 39.2 above applies, the Adjudicator shall issue within one (1) day of the meeting referred to in Rule 37 above his written decision, which shall not include any reasons, as to whether or not there is demonstrably no basis or ground for consolidation of the Dispute and the Related Dispute. If the Adjudicator determines that there is demonstrably no basis or ground for consolidation of the Dispute and the Related Dispute, the Dispute and the Related

Dispute shall not be consolidated. If the adjudicator determines otherwise, or if the Adjudicator has failed or is unable to reach a decision within one (1) day of the meeting referred to in Rule 37 above, the Adjudicator shall immediately order consolidation of the Dispute and the Related Dispute and shall have the authority and the power referred to in Rule 43 below.

42. Notwithstanding anything to the contrary, a Related Dispute may only be consolidated with a Dispute under this Agreement if the Adjudicator receives the particulars set out in Rule 37 above within fourteen (14) days of the referral of the Dispute under this Agreement to the Adjudicator.
43. The Adjudicator shall have the authority and the power to consolidate the Dispute and the Related Dispute and to direct that all procedural and/or evidential matters arising in both the Dispute and the Related Dispute are consolidated in whatever manner the Adjudicator considers shall lead to the fair and expeditious resolution of both the Dispute and the Related Dispute and the parties (including the party to the Related Dispute) shall thereafter abide by and implement such consolidation and any such direction.
44. In the event that the Related Dispute is consolidated with the Dispute, the Adjudicator shall reach a decision on the Dispute and the Related Dispute at the same time and in any event within twenty eight (28) days of the earlier of the referral of the Dispute or the referral of the Related Dispute, or such longer period as is agreed by the parties to the Dispute and the Related Dispute after the date that the Related Dispute has been consolidated with the Dispute. The Adjudicator shall be entitled to extend the said period of twenty-eight (28) days by up to fourteen (14) days with the consent of the party by whom the Dispute was referred.
45. Without fettering or restricting the Adjudicator's power and authority in any way, it is the intention of the Contractor and the Authority that in the event that the Related Dispute is consolidated with the Dispute, the Adjudicator shall, insofar as is relevant, practicable and appropriate, come to the same conclusion as to the facts and apply the same reasoning and analysis in reaching a decision on both the Dispute and the Related Dispute.
46. In the event that an adjudicator under a Related Agreement ("**Related Adjudicator**") orders that a Dispute under this Agreement be consolidated with a Related Dispute with which he is dealing under the Related Agreement, then:
 - 46.1 notwithstanding anything in the Rules, with effect from the time of such order, the Adjudicator shall cease to have authority or jurisdiction to determine the Dispute which shall instead be determined by the Related Adjudicator and the appointment of the Adjudicator under this Agreement shall cease; and
 - 46.2 such order shall be binding on the Contractor and the Authority and both of them shall acknowledge the appointment of the Related Adjudicator as the adjudicator of the Dispute, with the Contractor using its best endeavours to procure that the third party who is a party to the Related Dispute shall with effect from the time of such order comply with the requirements of the Related Agreement (including if applicable any requirement or direction of the Related Adjudicator appointed under such Related Agreement) as to the future conduct of the determination of the Dispute and the Related Dispute; and
 - 46.3 notwithstanding Rule 24, the Contractor and the Authority shall be jointly responsible with the third party who is a party to the Related Dispute for the Related Adjudicator's fees and expenses including those of any specialist consultant (excluding legal) appointed under the adjudication procedure in the Related Agreement, in respect of the period in which the Dispute is consolidated with the Related Dispute pursuant to an order of the Related Adjudicator ("**Consolidated Adjudication Costs**"). The Contractor and the Authority agree that the Related Adjudicator shall have the discretion to make directions to require the Contractor, the Authority and the third party who is a party to the Related Agreement to pay or make contribution to the Consolidated Adjudication Costs in different proportions. If no such directions are made, the Contractor, the Authority and the third party who is a party to the Related Agreement shall bear the Consolidated Adjudication Costs in equal shares, and if the Contractor, the Authority or the third party has paid more than such equal share, that party or third party shall be entitled to a contribution from the other party, parties or

third party, as the case may be; and

- 46.4 notwithstanding anything to the contrary a Dispute under this Agreement shall only be consolidated with a Related Dispute if the Related Adjudicator receives particulars of the Dispute within fourteen (14) days of the referral of the Related Dispute to the Related Adjudicator under the Related Agreement.
47. Notwithstanding anything to the contrary in the Rules and in particular Rules 34 to 46 above, the Contractor shall pay the Authority's reasonable costs arising from the consolidation of the Dispute and the Related Dispute in circumstances where the Contractor has requested the Adjudicator to order consolidation of the Dispute and the Related Dispute and it is subsequently determined by the Adjudicator that there was no basis or ground for the Contractor to request the Adjudicator to order consolidation of the Related Dispute and the Dispute .
48. If, in respect of any Dispute to which Rules 34 to 46 of this Schedule Part 18 applies, any provision thereof is held to be or is rendered void or ineffective or will otherwise be unenforceable, then the Contractor and the Authority agree that the terms of Rules 48A to 48B shall apply.
- 48A. If any dispute arising under this Agreement raises issues which relate to:
- 48A.1 Any dispute between the Contractor and the Building Contractor arising under the Building Contract or otherwise affects the relationship or rights of the Contractor and/or the Building Contractor under the Building Contract (the "**Building Contract Dispute**"); or
- 48A.2 Any dispute between the Contractor and the FM Contractor arising under the FM Contract or otherwise affects the relationship or rights of the Contractor and/or the FM Contractor under the FM Contract (the "**FM Contract Dispute**");
- then the Contractor may include as part of its submissions made to the Adjudicator submissions made by the Building Contractor or by the FM Contractor as appropriate, and if such submissions are included by the Contractor, the Building Contractor (in the case of a Building Contract Dispute) or the FM Contractor (in the case of a an FM Contract Dispute) shall be permitted to attend any hearings or meetings convened during the course of the relevant Dispute.
- 48B. Any submissions made by the Building Contractor or the FM Contractor shall:
- 48B.1 be made within the time limits applicable to the delivery of submissions by the Contractor; and
- 48B.2 concern only those matters which relate to the dispute between the Authority and the Contractor arising out of this Agreement or in connection therewith.

Schedule Part 19

Direct Agreement

BETWEEN:

- (1) **THE HIGHLAND COUNCIL**, a local authority constituted and incorporated under the Local Government Etc. (Scotland) Act 1994 acting in its capacity as both education authority under the Education (Scotland) Act 1980 and as authority responsible for recreational and social activities in terms of the Local Government & Planning (Scotland) Act 1982 and having its principal offices at Glenurquhart Road, Inverness, IV3 5NX (the "Authority");
- (2) **PRUDENTIAL TRUSTEE COMPANY LIMITED** (a company registered in England (company registered number 01863305) whose registered office is at Laurence Pountney Hill, London EC4R 0HH) for itself in its capacity as security trustee for the Senior Lenders (the "Security Trustee"); and
- (3) **ALPHA SCHOOLS (HIGHLAND) LIMITED**, (a company registered in England (company registered number 05509942) whose registered office is at Anglian House, Ambury Road, Huntingdon, Cambridgeshire, PE29 3NZ) (the "Contractor").

IT IS AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, unless the context otherwise requires:

Acceptable Liability Guarantee means a Guarantee or other credit support acceptable to the Security Trustee and the Senior Lenders (acting reasonably) from the Authority or other party having a credit rating acceptable to the Security Trustee and the Senior Lenders (acting reasonably) that in the circumstances referred to in clause 14.3(b) if and to the extent the Senior Lenders and/or the Security Trustee are unable to recover amounts and/or exercise rights from or against any subcontractor as a result of the Authority exercising any rights of step-in as referred to in that clause such amounts shall be paid (as a primary obligation) by the Authority or such other party to the Security Trustee on behalf of the Senior Lenders on notification of such loss or shortfall arising;

Account Bank means The Royal Bank of Scotland plc acting as account bank in terms of the Senior Funding Agreements or its permitted successors in that role from time to time;

Agreement means this agreement;

Ambac has the meaning given to it in the Master Definitions Schedule;

Appointed Representative means a Representative that has assumed the Contractor's rights under the Contract under Clause 5(a) of this Agreement;

Authority Direct Agreements means the collateral warranties entitled Construction Direct Agreement, Services Direct Agreement and any other collateral warranty between the Authority and either (as the case may be) the Building Contractor, FM Contractor, a Building Sub-Contractor, or a member of the Professional Team in the Agreed Form;

Authority Counterparty means each of the parties to the Authority Direct Agreements other than the Authority and the Contractor;

Authority FM Direct Termination Notice means a notice served by the Authority on the FM Contractor under clause 5 of the Authority FM Direct Agreement;

Bond Trustee has the meaning given to it in the Master Definitions Schedule;

Credit Agreement means the collateral deed dated on or about the Issue Date between the Contractor, HoldCo, the Issuer, Ambac, EIB, the Bond Trustee and the Security Trustee;

Compensation Sum means any amount of compensation calculated to be payable in terms of Clause 45 of Part 7 of the Contract as a result of the occurrence of the Termination Date;

Construction Contractor Direct Agreement means the agreement with that title dated on or about the date of this Agreement between the Contractor, the Security Trustee and the Building Contractor;

Contract means the agreement dated on or around the date of this Agreement between the Authority and the Contractor relative to the design, construction, financing and operation of the Project Facilities and associated services described therein (including its Schedule Parts dated on or about the date hereof) as amended by the Financial Supplement;

EIB has the meaning given to it in the Master Definitions Schedule;

Enforcement Event has the meaning given to it in the Master Definitions Schedule;

Enforcement Notice has the meaning ascribed to it in clause 3 (b);

Event of Default has the meaning given to it in the Master Definitions Schedule;

Fair Value means the amount at which an asset or liability could be exchanged in an arm's length transaction between informed and willing parties, other than in a forced liquidation or sale;

Final Service Availability Date has the meaning given to it in the Masters Definitions Schedule;

Financial Supplement means the agreement with that title made between the Authority and the Contractor and dated on or before the Effective Date;

FM Contractor Direct Agreement means the agreement with that title dated on or about the date of this Agreement between the Contractor, the Security Trustee and the FM Contractor;

HoldCo has the meaning given to it in the Master Definitions Schedule;

Information has the meaning given to it in clause 18(c);

Insurance Account means the account opened and maintained by the Contractor with the Account Bank with:

Account Name: Alpha Schools (Highland) Limited ProjectCo Insurance Proceeds Account
Account Number: 10481456
Sort Code: 83-51-00
Account Bank: The Royal Bank of Scotland plc

or such other account as the Security Trustee notifies the Authority by not less than 30 Business Days notice in writing;

Issue Date has the meaning given to it in the Master Definitions Schedule;

Issuer has the meaning given to it in the Master Definition Schedule;

Master Definitions Schedule means the master definitions schedule dated on or about the Issue Date and initialled for the purposes of identification by or on behalf of, *inter alia*, the parties to this Agreement;

Permitted Exercise Date means the earliest of:

- (a) the date upon which the Security Trustee acting on the instructions of the Senior Lenders (acting in good faith) confirms to the Authority that the Security Trustee and the Senior Lenders have exhausted all rights and remedies available to them under the Security Documents and the Senior Lender Direct Agreements in respect of outstanding Senior Finance Liabilities;
- (b) the Senior Creditor Release Date; and
- (c) the date on which the Security Trustee confirms in writing to the Authority that the Authority may exercise its rights under the Authority Direct Agreements;

Proceeds Account means the account opened and maintained by the Contractor with the Account Bank with:

(prior to the Final Services Availability Date):
Account Name: Alpha Schools (Highland) Limited Escrow Account
Account Number: 10481421
Sort Code: 83-51-00
Account Bank: The Royal Bank of Scotland plc

OR

(on and from the Final Services Availability Date)
Account Name: Alpha Schools (Highland) Limited Proceeds Account
Account Number: 10481464
Sort Code: 83-51-00
Account Bank: The Royal Bank of Scotland plc

Representative means:

- (a) the Security Trustee, any Senior Lender and/or any of their Affiliates;
- (b) an administrative receiver, receiver or receiver and manager of the Contractor appointed under the Security Documents;
- (c) an administrator of the Contractor;
- (d) a person directly or indirectly owned or controlled by the Security Trustee and/or any Senior Lender(s); or
- (e) any other person approved by the Authority (such approval not to be unreasonably withheld or delayed);

Required Period means, subject to Clause 4 of this Agreement (No Liquid Market) the period starting on the date of a Termination Notice and:

- (a) during the Works Period, ending 120 days after the date on which, but for this Agreement, the Contract would have terminated; and
- (b) during the period following the last Service Availability Date, ending 90 days after the date on which, but for this Agreement, the Contract would have terminated;

Restricted Share Transfer has the meaning ascribed to it in the Contract;

Security Documents means the documents listed at item 12 in Section B of Schedule Part 6 of the Contract and any subsequent Security Documents (as defined in the Master Definitions Schedule) permitted in terms of the Senior Funding Agreements and the Contract;

Senior Creditors Release Date has the meaning given to it in the Master Definitions Schedule;

Senior Lender Direct Agreements means:

- (a) the FM Contractor Direct Agreement;
- (b) the Construction Contractor Direct Agreement; and
- (c) each collateral warranty relating to the Project granted in favour of the Security Trustee;

Step-In Date means the date on which the Security Trustee takes any action under Clause 5(a);

Step In Notice has the meaning ascribed to it in Clause 5 (b);

Step-In Period means the period from the Step-In Date to and including the earlier of:

- (a) the Step-Out Date;
- (b) the date of any transfer under Clause 8 of this Agreement;
- (c) the date of any termination for breach under Clause 6 of this Agreement; and
- (d) the date of expiry of the Contract;

Step-Out Date means the date falling 30 days after the date of the notice given under Clause 7 (Step-Out);

Suitable Substitute Contractor means a person approved by the Authority (such approval not to be unreasonably withheld or delayed) as:

- (a) having the legal capacity, power and authority to become a party to and perform the obligations of the Contractor under the Contract; and
- (b) employing persons having the appropriate qualifications, experience and technical competence and having the resources available to it (including committed financial resources and sub-contracts) which are sufficient to enable it to perform the obligations of the Contractor under the Contract;

Technical Adviser's Deed of Appointment has the meaning ascribed to it in the Contract;

Termination Date has the meaning given to it in the Contract;

Termination Notice means a notice given by the Authority to the Security Trustee under Clause 3(a) of this Agreement.

1.2 Interpretation

1.2.1 Unless any provision of this Agreement otherwise provides, any reference to any enactment, order, regulation or other similar instrument, statute or statutory provisions shall be construed as a reference to the enactment, order, regulation or instrument as amended, replaced, consolidated or re-enacted.

1.2.2 In this Agreement, the singular includes the plural and vice versa, Clause headings are for convenience of reference only and a reference to a Clause is a reference to a clause of this Agreement.

1.2.3 Without prejudice to any requirement to obtain the consent of the Authority and/or the Security Trustee (as applicable) to the same, any reference in this Agreement to a document of any kind whatsoever (including this Agreement) is to that document as amended or varied or supplemented or novated or substituted from time to time.

1.2.4 Capitalised terms defined in the Contract have the same meaning in this Agreement.

1.2.5 A reference to any clause or paragraph is, except where expressly stated to the contrary, a reference to such clause or paragraph of this Agreement.

2 CONSENT TO SECURITY

- (a) The Authority acknowledges notice of, and consents to, the creation and subject to Clause 2(c), enforcement of the security interests granted over the Contractor's rights under the Contract and the Technical Adviser's Deed of Appointment in favour of the Senior Lenders under the Security Documents.
- (b) The Authority confirms that it has not received notice of any other security interest granted over the Contractor's rights under the Contract or the Technical Adviser's Deed of Appointment.
- (c) Nothing in this Clause 2 constitutes consent by the Authority to an enforcement of the Security Documents which would result in the:
 - (i) Contract being assigned or transferred to a party other than a Suitable Substitute Contractor; or
 - (ii) shares in the Contractor or HoldCo being the subject of a Restricted Share Transfer or otherwise the subject of a transfer restricted by the terms of the Contract.

3 NOTICE OF TERMINATION AND EXISTING LIABILITIES

The Authority shall not terminate or give notice terminating the Contract for Contractor Default without giving to the Security Trustee;

- (a) at least the Required Period of prior written notice (a **Termination Notice**) stating:
 - (i) the proposed Termination Date; and
 - (ii) the grounds for termination in reasonable detail; and
- (b) not later than the date falling 30 days after the date of Termination Notice or (if earlier) the date falling 30 days after the date on which the Security Trustee informs the Authority in writing that an Enforcement Event has occurred (an "**Enforcement Notice**"), a notice (the **Liabilities Notice**) containing details of any amount owed by the Contractor to the Authority, and any other existing liabilities or unperformed obligations of which the Authority is aware (having made reasonable enquiry):
 - (i) at the time of the Termination Notice or, if earlier, the notification of an Enforcement Event and/or
 - (ii) which will fall due on or prior to the end of the Required Period, (which for the purposes of a Liabilities Notice given pursuant to the Authority receiving notice that an Enforcement Event has occurred, shall run from the date of receipt of notice of that Enforcement Event and end (during the Works Period) 120 days later or (during the Services Period) 90 days later) under the Contract; and/or
 - (iii) which involve disputes between the Authority and the Contractor and which have been submitted to but not determined in accordance with the Dispute Resolution Procedure.
- (c) A Termination Notice may be revoked by notice in writing from the Authority to the Security Trustee at any time. Upon any such revocation the rights and obligations of the parties to this Agreement shall be construed as if the relevant Termination Notice had not been given.

4 **NO LIQUID MARKET**

- (a) At any time during the Required Period the Security Trustee may issue a written notice (the "**No Liquid Market Notice**") to the Authority setting out the reasons why the Security Trustee does not believe that a Liquid Market exists.
- (b) On or before the date falling 14 days after the date on which a No Liquid Market Notice is received by the Authority, the Authority shall notify the Security Trustee of its opinion as to whether or not a Liquid Market exists. Where the Authority believes that a Liquid Market does exist, such notice shall set out the reasons for the Authority's belief. If the Authority and the Security Trustee do not agree whether or not a Liquid Market exists, then either the Authority or the Security Trustee may refer the dispute to be determined in accordance with Clause 16.
- (c) If the Authority and the Security Trustee agree or it is determined in accordance with Clause 64 of the Contract (*Dispute Resolution*) that no Liquid Market exists, the Contract shall automatically terminate and the provisions of Clause 45.3 of the Contract (*No Retendering Procedure*) shall apply.
- (d) If any dispute relating to this Clause 4 is determined under Clause 16, the Required Period shall be extended by the period of time spent determining such dispute under Clause 16.

5 **REPRESENTATIVE**

- (a) Without prejudice to the Security Trustee's rights under the Security Documents, at any time:
 - (i) during which an Enforcement Event is subsisting (whether or not a Termination Notice has been served); or
 - (ii) during the Required Period.the Security Trustee may procure that a Representative assumes, jointly and severally with the Contractor, all of the Contractor's rights under the Contract.
- (b) The Security Trustee shall give the Authority 5 days prior notice (the "Step In Notice") of any action to be taken by it referred to in this Clause 5.
- (c) On the date specified in the Step-In Notice or, if later, 5 days after receipt by the Authority of the Step-In Notice provided in each such case such date occurs before the expiry of the Required Period, the Appointed Representative shall assume, jointly and severally with the Contractor the rights and obligations of the Contractor under the Contract.

6. **STEP-IN PERIOD**

- (a) Without prejudice to Clause 3 (*Notice of Termination and Existing Liabilities*), but subject to paragraphs (A) and (B) and Clause 6(b) below, the Authority shall not terminate the Contract during the Step-in Period on grounds:
 - (i) that the Security Trustee has taken any action referred to in Clause 5 above (*Representative*) or enforced any Security Document(s); or
 - (ii) arising prior to the Step-In Date of which the Authority is aware (having made reasonable enquiry and whether or not continuing at the Step-In Date); or
 - (iii) arising solely in relation to the Contractor;unless, in the case of Paragraph (ii) above:
 - (A) the grounds arose during the Works Period and the Service Availability Date in respect of the last Project Facility has not occurred on or before the date falling 12 months after the date on which the Authority would have been entitled to terminate the Contract for non-completion under Clause [35.1.8] of the Contract; or

- (B) the grounds arose in relation to the provision of the Services or otherwise during the period following the Final Service Availability Date and neither the Appointed Representative nor the Contractor is using all reasonable endeavours (including implementation of any remedial programme) to remedy any breach of the Contract that:
- (1) arose prior to the Step-In Date; and
 - (2) is continuing (and capable of remedy); and
 - (3) would or would in combination with other breaches or circumstances whether before, on or after the Step-in Date have entitled the Authority to terminate the Contract.
- (b) The Authority shall be entitled to terminate the Contract by written notice to the Contractor and the Appointed Representative:
- (i) if any amount referred to in Clause 3(b)(i) above has not been paid to the Authority on or before the Step-In Date;
 - (ii) if any amount referred to in Clause 3(b)(ii) above has not been paid on or before the last day of the Required Period;
 - (iii) if amounts, of which the Authority was not aware (having made reasonable enquiry) at the time of the Liabilities Notice, subsequently become payable and are not discharged on or before the date falling 30 days after the date on which the liability for these amounts is notified to the Security Trustee;
 - (iv) on grounds arising after the Step-In Date in accordance with the terms of the Contract provided that for the purposes of termination (but not for the purpose of determining payments due by the Authority to the Contractor) under the Contract, Warning Notices, Persistent Breach Warning Notices, Persistent Breach Final Notices and/or Deductions that arose prior to the Step-In Date shall not be taken into account during the Step-In Period but shall be taken into account after the Step-Out Date;
 - (v) in the circumstances provided for in Clause 6(a); or
 - (vi) in the circumstances provided for in Clause 4 (c).
- (c) The Authority shall deal with the Appointed Representative and not the Contractor during the Step-In Period.

7. **STEP-OUT**

- (a) The Appointed Representative will, on 30 days' prior written notice from the Security Trustee or the Appointed Representative to the Authority, be released from all of its obligations and liabilities to the Authority under the Contract arising prior to the Step-Out Date and rights of the Appointed Representative against the Authority will be cancelled.
- (b) The Contractor shall continue to be bound by the terms of the Contract, notwithstanding the occurrence of the Step-Out Date.

8. **NOVATION**

- (a) Subject to Clause 8(b) below, at any time:
- (i) during which an Enforcement Event is subsisting; or
 - (ii) during the Step-In Period,

the Security Trustee may, on 30 days' prior written notice to the Authority and any Appointed Representative, procure the transfer of the Contractor's rights and liabilities under the Contract to a Suitable Substitute Contractor.

- (b) The Authority shall notify the Security Trustee as to whether any person to whom the Security Trustee proposes to transfer the Contractor's rights and liabilities under the Contract is a Suitable Substitute Contractor, on or before the date falling 30 days after the date of receipt of all information reasonably required by the Authority to decide whether the proposed transferee is a Suitable Substitute Contractor.
- (c) The Authority shall not unreasonably withhold or delay its decision on whether the proposed transferee is a Suitable Substitute Contractor.
- (d) On any transfer referred to in Clause 8(a) above becoming effective:
 - (i) the Contractor shall be released from any obligations arising under or in connection with the Contract from that date and the Suitable Substitute Contractor shall become liable for obligations arising on or after that date;
 - (ii) any accrued Deductions, Warning Notices, Persistent Breach Warning Notices and Persistent Breach Final Notices shall be cancelled;
 - (iii) any then subsisting ground for termination of the Contract by the Authority shall be deemed to have no effect and any subsisting Termination Notice (as defined in the Contract) shall be automatically revoked; and
 - (iv) the Authority shall enter into a direct agreement with the Senior Lenders lending to the Suitable Substitute Contractor on substantially the same terms as this Agreement.
- (e) If the Authority decides that any person proposed by the Security Trustee is not a Suitable Substitute Contractor then:
 - (i) the Security Trustee may refer the matter for dispute resolution in accordance with Clause 16; and/or
 - (ii) the Security Trustee may, acting reasonably, at any time make further proposals in relation to a Suitable Substitute Contractor, whether by providing further information in relation to that person which the Security Trustee reasonably believes would satisfy the criteria for a Suitable Substitute Contractor or by providing the information in relation to a different person, provided that the Security Trustee shall not be entitled to propose that any person be appointed a Suitable Substitute Contractor in circumstances in which any other such proposal made by the Security Trustee remains outstanding.

9. **INSURANCE PROCEEDS**

Notwithstanding the other provisions of this Agreement and the terms and conditions of the Senior Funding Agreements, the Security Trustee shall only permit amounts to be released from the Joint Insurance Account in accordance with the requirements of Clause 62 (Reinstatement) of the Contract and shall not exercise any rights under the Senior Funding Agreements or take any other steps to prevent amounts being released from the Joint Insurance Account in accordance with clause 62.3.2 (Reinstatement) of the Contract.

10 **UNDERTAKINGS OF THE AUTHORITY**

- (a) The Authority agrees and undertakes to the Security Trustee to deliver to the Security Trustee at such times as it shall deliver the same to the Contractor, a copy of all Warning Notices, Persistent Breach Warning Notices and Persistent Breach Final Notices, delivered by the Authority to the Contractor and of any notice delivered by the Authority to the Contractor pursuant to clause 35 of the Contract.
- (b) The Authority hereby agrees and accepts that neither the Security Trustee nor a receiver nor administrator shall have any obligations under the Contract except as expressly provided for in this Agreement, at law or by virtue of adopting the Contract.

- (c) The Authority agrees and undertakes to the Security Trustee that it shall not amend or vary any provision of Part 7 of the Contract without the Security Trustee's prior written consent.

11. PAYMENT OF COMPENSATION SUMS

- (a) The Authority shall as soon as reasonably practicable after becoming aware of the same notify the Security Trustee when compensation on termination is due to be calculated under Part 7 of the Contract and of the relevant Termination Date (as that term is defined in the Contract).
- (b) As soon as reasonably practicable following receipt of the notice referred to in Clause 11(a) the Security Trustee shall notify the Authority and the Contractor of its calculation of the Compensation Sum as at the Termination Date referred to in Clause 11(a).
- (c) The Authority shall as soon as practicable after calculation of the Compensation Sum in terms of Clause 11(b) notify the Security Trustee of the amount that it proposes to pay by way of the Compensation Sum pursuant to Part 7 of the Contract.
- (d) The Authority and the Security Trustee shall supply to the other, as soon as practicable after the written request for the same such information as the other may reasonably require, having regard to any obligations of confidentiality, in order to establish the correctness of the calculations referred to in Clauses 11(b) and 11(c). In the event of any failure to agree the Compensation Sum, the matter shall be referred for dispute resolution in accordance with Clause 16.
- (e) Any sums payable by the Authority pursuant to Part 7 of the Contract shall be paid directly to the Proceeds Account or to such other account as the Security Trustee may from time to time designate by not less than 30 days' notice in writing to the Authority of the same. The Contractor and the Security Trustee agree that payments to the Proceeds Account in accordance with this Clause 11(b) shall constitute a good discharge of the Authority's obligations to the Contractor in respect of such payments.
- (f) The Contractor hereby irrevocably appoints the Security Trustee by way of security as its mandatory and attorney to exercise all and any of its rights in relation to any Compensation Sum under Part 7 of the Contract. Such exercise may be effected by way of written notice from time to time from the Security Trustee to the Authority.

12. MISCELLANEOUS

- (a) The Authority shall at the Contractor's expense, take whatever action the Security Trustee, an Appointed Representative or a Representative taking a transfer in accordance with Clause 8(a) above may require for perfecting any transfer or release under Clauses 5 (Representative), 7 (Step-out) and 8 (Novation) of this Agreement, including the execution of any transfer or assignment and the giving of any notice, order or direction and the making of any registration which, in each case, the Security Trustee, Appointed Representative or Representative reasonably requires.
- (b) The Authority shall not take any action to wind up the Contractor or appoint an administrator or sanction a voluntary arrangement (or similar) in relation to the Contractor.
- (c) Other than this Clause and Clause 14, which shall remain in effect until the Senior Creditors Release Date, this Agreement shall remain in effect until the date on which all amounts which may be or become owing by the Authority to the Contractor under Part 7 of the Contract (*Compensation on Termination*) have been irrevocably paid in full, whereupon the Security Trustee agrees on behalf of itself and the Senior Lenders to release any security granted in their favour over the Assets which has not previously been assigned to the Authority.
- (d) The Security Trustee, in respect of Clauses 12(d)(i), 12(d)(ii) and 12(d)(iii), and the Contractor in respect of Clause 12(d)(iv), shall promptly notify the Authority of:
 - (i) any decisions to accelerate the maturity of any amounts owing by the Contractor to the Senior Lenders under the Credit Agreement and/or demand repayment;

- (ii) the date referred to in Clause 12 (c) above on or before the date falling 30 days after its occurrence.
- (iii) The details and amount of any proposed Additional Permitted Borrowing, including:
 - (a) the circumstances giving rise to it and reasons for it; and
 - (b) the terms on which it will be borrowed; and
- (iv) on the first Business Day of each calendar month during which any Additional Permitted Borrowing is, or may be, subsisting, the amount outstanding under the Senior Funding Agreements, and, to the extent it is aware (having made reasonable and proper enquiry);
 - (a) the amount of any Distribution made by the Contractor; and
 - (b) the amount of any credit balance on any account of the Contractor
- (e) The Contractor joins in this Agreement to acknowledge and consent to the arrangements set out and agrees not knowingly to do or omit to do anything that may prevent any party from enforcing its rights under this Agreement.
- (f) For the avoidance of doubt, if there is any conflict or inconsistency between the provisions of this Agreement and the Contract, the provisions of this Agreement shall prevail.

13. PAYMENTS UNDER CONTRACT

- (a) The Contractor authorises and instructs the Authority, and the Authority agrees (save as provided in Clause 13(d)) to make all payments due or which may become due from the Authority to the Contractor under or arising from or in respect of the Contract or any other Project Document to the credit of the Proceeds Account, such authority and instruction to be irrevocable without the prior written consent of the Security Trustee.
- (b) Without prejudice to Clause 12, Clause 13(a) shall cease to have any effect when the Authority has received notice in writing from the Security Trustee that the Senior Creditors Release Date has occurred and the Security Trustee undertakes for the benefit of the Contractor that it will notify the Authority in writing as soon as practicable upon becoming aware of the same.
- (c) All amounts received by the Authority in respect of any Physical Damage Insurance Policy maintained by or on behalf of the Contractor pursuant to the Contract shall be paid to the Joint Insurance Account in accordance with the terms of clause 62.2 of the Contract.
- (d) All other amounts received by the Authority in respect of any insurance policy (other than as referred to at Clause 13(c)) maintained by or on behalf of the Contractor pursuant to the Contract shall be paid to the Insurance Account.

14. COMPETING CLAIMS

14.1 Prior to the Permitted Exercise Date, the Authority shall not:

- (i) claim, recover, retain or receive (or seek to claim, recover, retain or receive) any amount under any of the Authority Direct Agreements from any Authority Counterparties or the Contractor or exercise any right under any such agreements (save to the extent of the Authority FM Direct Agreement only if it exercises any right of step-in only in accordance with Clause 14.3);
- (ii) petition for or otherwise be a party to any proceedings or take any actions for winding-up of any Authority Counterparty or the Contractor or any other insolvency proceedings (including for the appointment of an administrator or any other person under paragraph 3(b) (Schedule B) of the Insolvency Act 1986) in respect of any Authority Counterparty; or

- (iii) compete with the Security Trustee's rights on a winding up or other insolvency of any Authority Counterparty or the Contractor nor claim to be subrogated to any rights of the Security Trustee under any of the Senior Lender Direct Agreements.
- 14.2 The Authority agrees and undertakes that if it receives any amount in contravention of the provisions of Clause 14.1 it will immediately pay such amount to the Security Trustee for the Senior Lenders and pending such payment hold any monies on trust for the Security Trustee and the Senior Lenders.
- 14.3 The Authority undertakes that without prejudice to the generality of Clause 14.1 it shall:
 - (a) not exercise any step-in rights or other similar rights it has under the Authority Direct Agreements (other than the Authority FM Direct Agreement to the extent permitted by Clause 14.3(b)) prior to the Permitted Exercise Date; and
 - (b) only exercise any step-in rights or other similar rights (but not any rights to novate or assign) it has under the Authority FM Direct Agreement prior to the Permitted Exercise Date if the following conditions are satisfied prior to step-in and continue to be satisfied throughout the duration of the period of step-in:
 - (i) in respect of the period prior to the Termination Date:
 - a) the relevant step-in right or similar right has arisen as a result of the valid service by the FM Contractor of an Authority FM Direct Termination Notice under the Authority FM Direct Agreement where the Contractor is in default under the FM Contract and the FM Contractor is not in breach of the FM Contract; and
 - b) the Security Trustee and the Senior Lenders have either (x) failed to step-in to the FM Contract pursuant to the Senior Lenders FM Direct Agreement and the period for such step-in has expired or (y) served written notice on the Authority that they do not intend to do so; and
 - c) the provisions of clause 58 of the Project Agreement in relation to the period of step-in shall apply *mutatis mutandis* to step in by the Authority under the Authority FM Direct Agreement as they do to step in pursuant to such clause provided that the Authority shall be entitled to deduct any amounts properly paid to the FM Contractor pursuant to the terms of the Authority FM Direct Agreement from any amounts falling due to the Contractor under such clause 58 as so applied; and
 - d) the period of step-in pursuant to the terms of this clause by the Authority shall (save to the extent that the provisions of clause 14.3(b)(ii) apply) not exceed six months and upon the expiry of the such six month period the Authority shall either (x) (if it is so entitled at the time pursuant to the terms of the Project Agreement) serve notice terminating the Project Agreement and step-out of the FM Contract or (y) step-out of the FM Contract,
 - (ii) in relation to (x) any step-in or (y) continuation of any step-in commenced pursuant to Clause 14.3(b)(i), on or after the Termination Date :
 - a) if the Project Agreement has been terminated under clause 35 of the Project Agreement and the provisions of clause 45.3 of the Project Agreement apply; and
 - b) if such termination has arisen pursuant to clause 35.1.5 of the Project Agreement only and no other Contractor Event of

Default or Council Event of Default has arisen and is existing under the Project Agreement; and

- c) both the Construction Contractor and the FM Contractor are not in breach of any of their respective obligations under the Construction Contract and the FM Contract and either (x) there are no actual or contingent claims by the Contractor or the Senior Lenders under such contracts as confirmed by the Security Trustee in writing (on instructions of the Senior Lenders acting in good faith) following a request from the Authority or (y) the Authority has provided the Security Trustee with a Acceptable Liability Guarantee.

15. **ASSIGNATION**

- (a) No party to this Agreement may assign or transfer any part of its rights or obligations under this Agreement, save that:
 - (i) the Security Trustee may assign or transfer its rights and obligations under this Agreement to a successor Security Trustee in accordance with the Senior Funding Agreements without the consent of the Authority provided that the assignee or transferee is a bank or other financial institution;
 - (ii) any Senior Lender may assign or transfer its rights under the Senior Funding Agreements in accordance with the terms of the Senior Funding Agreements provided that the assignee or transferee is a bank or other financial institution; and
 - (iii) the Authority shall assign, novate or otherwise transfer its rights and/or obligations under this Agreement to any person that the Authority assigns, novates or otherwise transfer its rights and/or obligations under the Contract in accordance with Clause 67.1 (*Assignment and Sub-contracting*) of the Contract.
- (b) If Paragraph (a)(i) applies then the Authority shall enter into a direct agreement with the new Security Trustee on substantially the same terms as this Agreement.

16. **DISPUTE RESOLUTION**

In relation to any dispute between the parties to this Agreement in respect of this Agreement which is not resolved within 21 days or (where specified) such other period for resolution of agreement provided in this Agreement, the matter in dispute shall be determined by reference to the dispute resolution procedure set out in clause 64 (Dispute Resolution) of the Contract as if the same were incorporated in this Agreement, with references to the Contractor being treated as references to the Security Trustee.

17. **LOCAL GOVERNMENT (CONTRACTS) ACT 1997**

The Authority, the Security Trustee and the Contractor acknowledge and agree that this Agreement is intended to be a certified contract in terms of the Local Government (Contracts) Act 1997 (the "**1997 Act**"). The Contractor and the Security Trustee each hereby give its consent to this Agreement being a "certified contract" in terms of the 1997 Act.

18. **CONFIDENTIALITY**

- (a) In exercising their obligations under the Freedom of Information (Scotland) Act 2002 (the "**2002 Act**") and any subordinate legislation or Codes made under the 2002 Act which apply from time to time, the Authority shall have due regard to the commercial interests of the Senior Lenders and the Issuer in the event that they may be requested by any third party to disclose information relating to this Agreement, the Project Documents or the Senior Funding Agreements to which the Authority is party, but without prejudice to the Authority's duty to discharge its obligations under the 2002 Act.

- (b) The Security Trustee shall be notified as soon as reasonably practicable following any request received by the Authority to disclose some or all of the Information. The Security Trustee shall have the right to make representations to the Authority on any proposed decision to disclose Information, such representations to be made no later than 2 Business Days following notification by the Authority of any such request to disclose Information. Any final decision by the Authority to disclose Information shall be notified to the Security Trustee no later than 24 hours before that Information is released to any third party.
- (c) Information means:
 - (i) all information, correspondence and reports relating to the negotiations between the parties in contemplation of the Project; and
 - (ii) all information, correspondence and reports relating to financial matters in respect of the Project.

19. **NOTICES**

- (a) Any notice, certificate or written instruction required to be given or made by any party to this Agreement shall be served and shall be effective and/or be deemed to have been received in accordance with the provisions of clause 72 of the Contract, which shall be deemed to be incorporated herein with the additional provisions set out in Clause 19.
- (b) Any notice, certificate or written instruction to be given or made under Clause 3 to the Security Trustee shall be given to the following address and facsimile number:-

Address: Laurence Pountney Hill.
London
EC4R 0HH

Facsimile: 020 7548 3883

Attention: The Corporate Trust Manager

- (c) Any party may change its nominated address or facsimile number by prior written notice to the other parties.

20. **GOVERNING LAW**

This Agreement is governed by the laws of Scotland.

Schedule Part 20

Section A

Certificate Of Service Availability

To: **THE HIGHLAND COUNCIL** and [insert name of bank] (as agent and security trustee on behalf of the Lenders) and [insert name of Technical Adviser].

As provided for in the Project Agreement between The Highland Council and [insert name of the Contractor], dated [] (the "Agreement"):

We the Contractor certify that:

- (1) save for the Snagging Works as identified in the Snagging List attached and the External Works, the Contractor has completed the New Project Facility being [• *insert locational description*] in accordance with the Facilities Requirements, Contractor's Proposals, Good Industry Practice and all applicable Legislation;
- (2) save for the Snagging Works as identified in the Snagging List attached and the External Works, the Building Contractor has achieved a state of practical completion under the Building Contract in respect of such New Project Facility on [• *insert date*] so as to allow the Authority to take safe and beneficial occupation and use of the whole of the New Project Facility and the condition of the New Project Facility is such that the Contractor will be able to commence the Operational Services in relation to such New Project Facility;
- (3) [those statutory consents necessary for the New Project Facility (other than the External Works to be occupied and used by the Authority in terms of the Agreement have been issued or obtained; and]
- (4) the Contractor has complied with its obligations as set out in Section B 2.6, Section C 4 and Section E of the Facilities Requirements to make the furniture and equipment referred to in such Section available *in situ* as it applies to such completed New Project Facility.

Capitalised terms used in this Certificate shall have the meaning given to them in Clause 1 of the Agreement (except where they are defined specifically in this Certificate).

Schedule Part 20

Section B

Certificate Of External Works Availability

To: **THE HIGHLAND COUNCIL** and [insert name of bank] (as agent and security trustee on behalf of the Lenders) and [insert name of Technical Adviser].

As provided for in the Project Agreement between The Highland Council and [insert name of the Contractor], dated [] (the "Agreement"):

We the Contractor certify that:

- (1) save for the Snagging Works as identified in the Snagging List attached, the Contractor has completed the [insert details of element of External Works completed], part of the External Works in accordance with the Facilities Requirements, Contractor's Proposals, Good Industry Practice and all applicable Legislation;
- (2) save for the Snagging Works as identified in the Snagging List attached, the Building Contractor has achieved a state of practical completion under the Building Contract in respect of such External Works on [date] so as to allow the Authority to take safe and beneficial occupation and use of such External Works and the condition of the External Works is such that the Contractor will be able to commence the Operational Services in relation to such New Project Facility; and
- (3) [those statutory consents necessary for the New Project Facility to be occupied and used by the Authority in terms of the Agreement have been issued or obtained].

Capitalised terms used in this Certificate shall have the meaning given to them in Clause 1 of the Agreement (except where they are defined specifically in this Certificate).

Schedule Part 20

Section C

Certificate Of Grass Playing Fields Availability

To: **THE HIGHLAND COUNCIL** and [insert name of bank] (as agent and security trustee on behalf of the Lenders) and [insert name of Technical Adviser].

As provided for in the Project Agreement between The Highland Council and [insert name of the Contractor], dated [] (the "Agreement"):

We the Contractor certify that:

- (1) save for the Snagging Works as identified in the Snagging List attached, the Contractor has completed the Grass Playing Fields at the New Project Facility being [*• insert locational description*], in accordance with the Facilities Requirements, Contractor's Proposals, Good Industry Practice and all applicable Legislation;
- (2) save for the Snagging Works as identified in the Snagging List attached, the Building Contractor has achieved a state of practical completion under the Building Contract in respect of such Grass Playing Fields on [date] so as to allow the Authority to take safe and beneficial occupation and use of such Grass Playing Fields and the condition of the Grass Playing Fields is such that the Contractor will be able to commence the Operational Services in relation to such Grass Playing Fields; and
- (3) [those statutory consents necessary for such Grass Playing Fields to be occupied and used by the Authority in terms of the Agreement have been issued or obtained].

Capitalised terms used in this Certificate shall have the meaning given to them in Clause 1 of the Agreement (except where they are defined specifically in this Certificate).

Schedule Part 20

Section D

Acceptance Certificate

As provided for in the Project Agreement between The Highland Council and [insert name of the Contractor], dated [] (the "Agreement"):

We/I [insert name of Technical Adviser], having acted in accordance with the terms of the appointment by the Highland Council, [insert name of Contractor] and [insert name of [Security trustee]] (as agent and security trustee on behalf of the Senior Lenders) certify that:

- (1) the Contractor has properly issued the Certificate of Service Availability in relation to the New Project Facility being [•*insert locational description*]; and/or
- (2) the Contractor has properly issued the Certificate of External Works Availability in relation to the New Project Facility being [•];
- (3) the Contractor has properly issued the Certificate of Grass Playing Fields Availability in relation to the New Project Facility being [• *insert locational description*]; and
- (4) The Snagging Works identified in the Snagging List are capable of being carried out within 20 Business Days of the date of issue of this Certificate (or such longer period as we may agree, as being appropriate for the rectification of the outstanding Works, having regard to the lead time in respect of the relevant items).

Capitalised terms used in this Certificate shall have the meaning given to them in Clause 1 of the Agreement (except where they are defined specifically in this Certificate).

Schedule Part 21

Catering Arrangements

1. Introduction

- 1.1 The provisions of this Schedule Part 21 shall apply in relation to the use, management and operation of the Kitchen Facilities.
- 1.2 The Contractor acknowledges that the Kitchen Facilities form part of the Project Facilities and all provisions of this Agreement relating to the availability of the Project Facilities apply to the Kitchen Facilities except as expressly amended in this Schedule Part 21.
- 1.3 The Contractor acknowledges that the Authority may appoint a Catering Service Provider(s) at any time during the Term, and that the Catering Service Provider(s) will have the same rights to access and use the Kitchen Facilities as the Authority.

2. Contractor Obligations

- 2.1 Subject always to paragraph 3.1 below, the Contractor shall ensure that the Kitchen Facilities are made available to the Authority and the Catering Service Provider during the Core Times and the Flexible Use Hours.
- 2.2 The Contractor and the Authority or the Catering Service Provider shall agree the procedures by which the Contractor will open up and secure the Kitchen Facilities as required.
- 2.3 The Contractor will, on reasonable prior written notice, make available suitable access and facilities for the uplift and return of welfare meals, ad hoc catering and conveying of lunches from the Kitchen Facilities to those individuals responsible for their distribution and delivery, including appropriate parking space if necessary.
- 2.4 The Contractor will be responsible for the provision of the Contractor Plant and Equipment as specified in the Room Data Sheets in each Kitchen Facility to enable the Authority and/or the Catering Service Provider to provide the catering service within the Kitchen Facilities. Provided that the Authority makes available to the Contractor on reasonable notice and for reasonable periods of time during the period of four weeks prior to the relevant Service Availability Date the personnel who will be involved in the provision of Catering services at a New Project Facility from the relevant Service Availability Date, the Contractor will ensure that all training for such personnel is carried out for the Contractor Plant and Equipment supplied above.
- 2.5 The Contractor will be responsible for the repair, replacement and maintenance of the Contractor Plant and Equipment as specified in the Room Data Sheets in each of the Kitchen Facilities in accordance with the Operational Service Specification.
- 2.6 The Contractor will be responsible for the planned and preventative testing of all electrical equipment within the Kitchen Facilities (whether in ownership of the Authority, the Catering Service Provider or the Contractor as required by the Electricity at Work Regulations 1998. The Contractor will be entitled to recover the reasonable costs of such testing (in respect of electrical equipment in the ownership of the Authority and/or the Catering Service Provider only) from the Authority and/or the Catering Service Provider.
- 2.7 The Contractor will comply with:
 - Food Safety (General Food Hygiene) Regulations 1995
 - Food Safety (Temperature Control) Regulations 1995

And any other relevant Acts or Regulations insofar as they apply to the planning and operation (insofar as such operation is the responsibility of the Contractor under this Agreement) of the

Kitchen Facilities for which the Contractor is responsible.

- 2.8 The Contractor will be responsible for periodic deep cleaning and cleaning above 2 metres height within the Kitchen Facilities and the cleaning/maintenance of extractor fans and ducting, canopies and associated grease filters and extraction equipment in accordance with the Operational Service Specification.
- 2.9 [Not Used]
- 2.10 The Authority shall have the right and the Contractor shall allow the Authority and/or the Catering Service Provider to site food and drink vending machines within the New Project Facilities. The Authority shall notify the Contractor in writing in advance of the proposed number and location of such vending machines and the arrangements required for their installation and shall consider in good faith any comments or representations made by the Contractor. The Authority shall not and shall procure that the Catering Service Provider shall not install vending machines in such a manner or in such locations as will give rise to Availability Failures or Performance Failures or constitute an impediment to the smooth and efficient provision of the Operational Services or pose any threat to health and safety of any person.
- 2.11 The Contractor shall be responsible for setting up and clearing tables and chairs prior to and at the end of each service of meals to users and shall comply with the Authority's and/or Catering Service Providers reasonable instructions (if any) in relation thereto. The Authority shall be responsible for the supervision of users during periods for service of meals.

3. Authority Obligations

- 3.1 The Authority and/or the Catering Service Provider will comply with all Legislation in connection with the use and management of the Kitchen Facilities. The Authority shall procure that the Catering Service Provider does not prevent, delay or hinder the provision of the Services by the Contractor.
- 3.2 Subject to paragraph 2 and without prejudice to paragraph 3.3 below, the Authority and/or the Catering Service Provider shall be responsible for cleaning the Kitchen Facilities including stores and servery facilities to a height of 2 metres in accordance with the Operational Services Specification.
- 3.3 The Authority and/or the Catering Service Provider will be responsible for cleaning of all food spillages and food debris from the dining areas adjacent to the Kitchen Facilities during and immediately after or arising out of or in connection with each service of meals to users and for disposal of waste in each case, in accordance with the requirements of the Operational Services Specification. The Contractor shall be responsible for ensuring that, at all other times, the dining areas of the Kitchen Facilities meet with the Operational Services Specification.
- 3.4 The Authority and/or the Catering Service Provider will co-operate with the Contractor/s waste disposal procedures at the relevant New Project Facilities.

4. Catering Interface

- 4.1 The Contractor shall ensure compliance with its obligations and responsibilities set out in this Part 21 of the Schedule and the Authority shall comply and/or shall ensure compliance by the Catering Service Provider of their obligations under this Part 21 of the Schedule.

5. Liaison and Joint Obligations

- 5.1 The Authority and/or the Catering Service Provider and the Contractor shall set up a programme of periodic meetings which will be a forum for raising such issues as property or equipment maintenance and management of cleaning standards and other issues relative to the use and management of the Kitchen Facilities.

Schedule Part 22

Authority Obligations

Section A

Authority Property Actions

Column A	Column B
Obligation	Date Required
1. Exhibition to the Contractor of a valid discharge by the party presently entitled thereto of the right to park a car contained in Feu Disposition by Highland Council in favour of William Robertson and Another recorded in the Division of the General Register of Sasines applicable to the County of Inverness on twenty Seventh February Nineteen hundred and ninety one together with evidence of the registration of same in the Land Register of Scotland or General Register of Sasines (as the case may be) all in terms satisfactory to the Contractor (acting reasonably).	No later than 21 January 2007.
2. Construction and use on the Southern Distributor Road (B8082) of a roundabout together with an access road thereto from the Site for the Gaelic Primary School in Inverness in the location shown hatched in yellow on drawing number CA3278/GAEP/PW/19 relative to the Site for the Gaelic Primary School in Inverness.	No later than 21 May 2006
3. Procure from British Alcan Aluminium plc an irrevocable Minute of Waiver in the form previously exhibited to the Contractor of the use restriction relative to the Kinlochleven Site contained in Disposition by British Alcan Aluminium plc in favour of Kinlochleven Land Development Trust dated sixth March and recorded in the Division of the General Register of Sasines for the County of Inverness on nineteenth March both two thousand and one	No later than 5 March 2007

Section B

Other Authority Required Obligations

Column A	Column B
Obligation	Date/Period Required
Take the Required Authority Action as set out in Section C of this Schedule Part 22	By the date/for the period specified in Section C of this Schedule Part 22
Ensure that the Kinlochleven Site is free from any contamination identified in the investigative works to be carried out by or on behalf of British Alcan Aluminium plc in terms of the Minute of Agreement between the Highland Council and British Alcan Aluminium plc dated 22 September 2005 and/or any contamination which should be so identified by British Alcan Aluminium plc in carrying out such investigative works prior to the 5th March 2007 in accordance with such Minute of Agreement and that the ground is suitably reinstated.	By the 5 th March 2007
Ensure that the Kinlochleven Site is free from Japanese knotweed and that the ground is suitably reinstated.	By the 5 th March 2007
Ensure that the temporary accommodation installed at the Site for Portree High School is not damaged by the Authority or any Authority Related Party subject to fair wear and tear	From the date that Authority takes occupation of the temporary accommodation until the Authority has vacated the temporary accommodation following the relevant Service Availability Date.
Vacate the temporary accommodation installed at the Site for Portree High School leaving it in the condition it was in when the Authority took occupation thereof subject to fair wear and tear.	30 th June 2008 or if later 42 days after the Service Availability Date
Provide to the Contractor, copied to the Building Contractor, in writing, that information detailing the specification for CD curricular equipment to be supplied including dimensions, loadings, fixing requirements, power supplies and the like at (i) Portree High School which is identified as to be supplied by the Authority under the definition of Curricular Equipment in Room Data Sheets SC50CD, SC100CDw, SC100 CDm, SC20CD (the " Portree CDT Equipment "), (ii) Dingwall Academy which is identified as to be supplied by the Authority under the definition of Curricular Equipment in Room Data Sheets SC75CD, SC100CDw, SC103CDm, SC15CD (the " Dingwall CDT Equipment "), (iii) Millburn Academy which is identified as to be supplied by the Authority under the definition of Curricular Equipment in Room Data Sheets SC45CD, SC84CD, SC122CDw, SC110 CDm, SC20CD. (the " Millburn CDT Equipment ") and (iv) Kinlochleven High School (being part of the New Project Facility identified in Section B of Schedule Part 4 as Kinlochleven Primary School and Kinlochleven High School) which is identified as to be supplied by the Authority under the definition of Curricular Equipment in Room Data Sheets SC45CD, SC100CDw, SC20CD. (the " Kinlochleven CDT Equipment ")	By:- Portree – 15 June 2006 Dingwall – 7 th August 2006 Millburn – 5 th March 2007 Kinlochleven – 5 th March 2007
Deliver (i) the Portree CDT Equipment to the Portree Site, (ii) the Dingwall CDT Equipment to the Dingwall Site, (iii) the Millburn CDT Equipment to the Millburn Site and (iv) the Kinlochleven CDT Equipment to the Kinlochleven Site.	The date 4 months prior to the Target Service Availability Date for the relevant New Project Facility or such other date as the parties may agree.

Column A	Column B
<p>Ensure that the supplier of the relevant CDT Equipment supervises the installation of the CDT Equipment.</p>	<p>When the relevant piece or pieces of CDT Equipment are being installed provided that the Authority has been given at least 4 weeks notice of the proposed installation.</p>
<p>Ensure that the supplier of the relevant CDT Equipment jointly commissions the CDT Equipment and the related elements of the Works with the Contractor.</p>	<p>When the Contractor has proposed to jointly commission the CDT Equipment and the related elements of the Works provided that the Authority has been given at least 4 weeks notice of the proposed joint commissioning.</p>
<p>Provide the Contractor with exclusive possession of the site of the replacement Cawdor Estate Road such site shown outlined in yellow on Drawing Number CA3278/CAWP/PW/19 relative to the Site for Cawdor Primary School.</p>	<p>1 March 2006</p>

Section C

Authority Planning Actions

Columns A1, A2 and A3			Column B
Planning Condition Number	Planning Condition extracted from planning permission	Required Authority Action	Date/Period Required
Gaelic Consent Reference 05/0010/REMIN dated 30 June 2005			
Condition (1)	No construction work on site shall commence until such time as the roundabout proposed on the Southern Distributor Road has been constructed and is in operation.	Procure that the roundabout on the Southern Distributor Road has been constructed and is in operation	In sufficient time to allow the Contractor to have discharged this condition no later than 22nd May 2006
Condition (2)	The proposed cycle track from the school site to Culduthel Road shall be constructed and in operation prior to the school coming into use.	Procure that the cycle track is constructed and is in operation	In sufficient time to allow the Contractor to discharge this condition no later than the Target Service Availability Date for the New Project Facility
Inshes Consent Reference 05/00100/FULIN dated 30 June 2005			
Condition (19)	Prior to any works commencing on site, full details shall be submitted to, and approved by, the Planning Authority of the following road traffic issues:- A Transport Assessment (including a Green Transport Plan) in accordance with the Scottish Executive's Guide to Transport, Assessment of Development Proposals in Scotland.	The Authority to provide the required information and input to the Green Transport Plan as necessary to the Contractor	In sufficient time to allow the Contractor to discharge this condition by no later than 13th March 2006.
Kinlochleven Consent Reference 05/00034/REMLO dated 29 June 2005			
Condition (9)	The hours of operation of the synthetic surface pitch shall only be permitted between 09:00 to 21:00 hours Monday to Saturday and 10:00 to 18:00 hours on a Sunday and bank holidays with no use of the pitch permitted outside such stipulated hours unless otherwise agreed in writing by the Planning Authority.	Compliance with this Condition.	From no later than the Service Availability Date for the New Project Facility to the end of the Contract Period.
Condition (10)	The illumination of the floodlighting shall be switched off as soon as practical to accord with condition 8 above other than time to allow departure of players and meetings work which shall not in any circumstances be illuminated after 21:30 hours Monday-Saturday and after 18.30 on a Sunday, having regard to the details set out in condition 8 above.	Compliance with this Condition.	From no later than the Service Availability Date for the New Project Facility to the end of the Contract Period.

Columns A1, A2 and A3			Column B
Planning Condition Number	Planning Condition extracted from planning permission	Required Authority Action	Date/Period Required
Condition (7)	Prior to the commencement of any works in association with the development hereby approved a Traffic Order shall be fully concluded to the satisfaction of the Planning Authority in consultation with the Area Roads Manager. The Traffic Order as may be approved shall fully accord with the objectives of traffic management plan as prepared by Adddyn Traffic & Transport Consultancy "Report on Kinlochleven High/Primary Schools Traffic Management Plan" unless otherwise agreed in writing by the Planning Authority in consultation with the Area Roads Manager.	The Authority to develop in conjunction with the Contractor and provide the required information in relation to the Traffic Order to the Contractor to allow the Contractor to discharge this condition as it relates to the Traffic Order	In sufficient time to allow the Contractor to discharge this condition no later than 5 th March 2007
Condition (11)	Prior to the pitch hereby approved coming into first use a management plan shall be submitted to and approved by the Planning Authority in consultation with TEC Services. The plan as may be approved shall show those methods of operations for the pitch, full details on location of noise attenuation measures and supervisory and a management control regarding the operation of the said pitch. The scheme as may be approved shall be fully implemented to the satisfaction of the Planning Authority and maintained thereafter in perpetuity.	The Authority to provide input to the development of the management plan as necessary Compliance with the agreed management plan in this Condition.	In sufficient time to allow the discharge of this condition by the Contractor no later than the Target Service Availability Date for the New Project Facility. Compliance to be ongoing to the end of the Contract Period.
Condition (19)	That no development shall commence on site until details of pedestrian linkages within and outwith the site and their ongoing maintenance responsibilities have been submitted to and approved in writing by the Planning Authority; such details shall include linkages to the village of Kinlochleven, riverside footway and access to the playing field site etc.	Provide all information necessary as it relates to the pedestrian linkages outwith the Site	In sufficient time to allow discharge of this condition by the Contractor no later than 5 th March 2007.
Condition (20)	No development shall occur until such time as the Kinlochleven School Local Liaison Group has been established, which shall be composed of representatives of the landowner, contractor, local residents, community council, appropriate professional expertise as required and the Highland Council have been agreed in writing by the Planning Authority and formed. For the avoidance of doubt, the role of	Comply with and attend all meetings as required and convened by the Planning Authority	As directed by the Planning Authority

Columns A1, A2 and A3			Column B
Planning Condition Number	Planning Condition extracted from planning permission	Required Authority Action	Date/Period Required
	the Local Liaison Group shall be to promote effective communication, to discuss and resolve issues during construction and shall be chaired by the chairman of the Lochaber Area Planning & Building Control Committee or his appointed representative.		
Dingwall Consent Reference 05/00067/REMRC dated 29 June 2005			
Condition (4)	That a safe route to school regime and green transport plan will be developed along with relevant participants before the development is complete and commissioned. The resultant agreed outcomes shall be actioned as necessary before the new school opens for use.	As per the Authority's letter of 14 th September 2005 provide information as necessary to satisfy the planning condition as required in due course	
Condition (7)	A road safety/coach handling/passenger embarkation plan shall be developed in relation to the bus setting down areas and that this shall act as a protocol for management of this facility. This safety protocol to be the subject of written approval from the Council as Roads Authority and thereafter implemented.	The Authority to liaise with the Operating — Contractor and jointly to prepare a road safety/coach handling/passenger embarkation plan upon the School coming into Service all as per Keppies letter of 16 th September 2005 to the Planning Department "Condition7" Compliance with the agreed embarkation plan	In sufficient time to allow the Contractor to discharge this condition no later than the Target Service Availability Date for the New Project Facility Compliance to be ongoing following the Service Availability Date for the New Project Facility to the end of the Contract Period.
Resolis primary school (Cullicudden/Newhall) Consent Reference 05/00070/REMRCdated 12 April 2005			
Condition (1)	Prior to the commencement of development, a programme of archaeological work for the preservation and recording of any archaeological features affected by the proposed development, including a timetable for investigation, shall be submitted to and require the approval in writing of the Planning Authority in consultation with the Highland Archaeologist. All arrangements thereby approved shall be implemented in accordance with the approved timetable for investigation.	Provide an Archeologist at the Authorities cost to be in attendance as and when required during topsoil excavations for the New Project Facility	During topsoil excavations Dates to be advised by the Contractor
Millburn Consent Reference 05/00098/REMIN dated 01 July 2005			

Columns A1, A2 and A3			Column B
Planning Condition Number	Planning Condition extracted from planning permission	Required Authority Action	Date/Period Required
Condition (9)	The use of synthetic pitch to the north shall be restricted to 21.00 hours.	Compliance with this Condition.	From no later than the Service Availability Date for the New Project Facility to the end of the Contract Period
Condition (13b)	Prior to any works commencing on site, full details shall be submitted to, and approved by, the Planning Authority of the following road traffic issues:(a) parking and turning for 2 buses in addition to the covered compound for the school minibus should be provided within the application site and not on Diriebught Road, (b) a Transport Assessment (including green transport plan) in accordance with the Scottish Executive's Guide to Transport Assessment of Development Proposals in Scotland; this plan shall include provision for safer routes, and 20 mph speed restriction roads within the vicinity of the school (including roads west of the school) (c) a toucan or other form of pedestrian crossing shall be provided, at the developers expense, on Millburn Road, the siting of which will be approved by the Planning Authority in consultation with the Roads Authority. The school for which planning permission is hereby granted shall not be occupied until and unless the crossing is in place.	Provide to the Contractor the information necessary in relation to the Transport Assessment including the green transport plan to allow the Contractor to discharge this condition	Once the new Building is operational (the Service Availability Date)
Portree Consent Reference 05/00048/REMSL date 30 June 2005			
Condition (1e)	Detailed arrangements for the safe operation of the existing school during the period of development	Participation by the Authority in liaison meetings regarding the safe operation of the existing Portree High School during construction and implementation by the Authority of any agreed measures.	Until the Service Availability Date for the New Project Facility.

Schedule Part 23

Dates of Possession

Project Facility	Phasing Drawing	Date of Possession
Dingwall Academy	DASP1	10-Apr-06
	DASP2	07-Jul-08
Portree High School	PASP1A	10-Apr-06
	PASP1B	21-Aug-06
	PASP2	07-Jul-08
Primary School at Inshes	IPSP1	10-Apr-06
Culbokie Primary School	CULBPSP1	08-May-06
Gaelic Primary School in Inverness	GPSP1	22-May-06
Resolis Primary School	CULPSP1	08-May-06
Cawdor Primary School	CPSP1	05-Jun-06
Milburn Academy	MSP1	22-Jan-07
	MSP2	10-Nov-08
Drummond School	DRSP1	21-May-07
	DRSP2	21-Jul-08
Kinlochleven Primary School and Kinlochleven High School	KLLSP1	05-Mar-07
	KLLSP2	06-Oct-08

Schedule Part 23

Appendix A

Phasing Drawings