

**SCHEDULE 15**

This is Schedule 15 comprising the Critical Aspects of Service Requirements referred to in the Project Agreement for the PRIME Project

**BETWEEN**

**The Secretary of State for Work and Pensions**

- and -

**The First Secretary of State**

- and -

**Trillium (PRIME) Limited**

- and -

**Trillium (PRIME) Property GP Limited**

**dated 27 March 1998  
as Expanded and Restated on 15 December 2003**

**CRITICAL ASPECTS OF SERVICE REQUIREMENTS**

1. All Facilities are physically in place, meet all health and safety standards, comply with relevant legislation and statutory guidelines to permit unimpeded occupation and do not cause a breach of duties owed by DWP to its staff under contracts of employment (excluding duties relating to local Trade Union or staff agreements), or to the public.
2. All new Facilities and revised Facility layouts are available for use by the date agreed.
3. The Facilities will have the necessary fire certification and are maintained in a condition which complies with their fire certificate and the requirements of all appropriate fire regulation, fire legislation and guidance.
4. All structures and external envelopes are physically in place, comply with legislation and statutory guidelines and allow the business of DWP to take place and continue unimpeded, without causing a breach of duties owed by DWP to its staff under contracts of employment (excluding duties relating to local Trade Union or staff agreements), or to the public.
5. All internal elements of the Facilities are physically in place, comply with legislation and statutory guidelines and allow the business of DWP to take place and continue unimpeded, without causing a breach of duties owed by DWP to its staff under contracts of employment (excluding duties relating to local Trade Union or staff agreements), or to the public.
6. All utilities and services required for the maintenance of the DWP Business and for the comfort and convenience of the public, are available and fit for their purpose.
7. Internal temperatures, during Normal Working Hours or whenever the building is occupied, in areas used for office purposes are above 16°C.
8. Internal temperatures, during Normal Working Hours or whenever the Sites are occupied, are below 28°C, or the appropriate maximum level laid down for the use concerned. The noise levels for the Sites will not exceed 50dB(A) for more than 10% of Normal Working Hours.
9. All Facilities utilised by users, visitors or the public shall have suitable and sufficient lighting to comply with legislative requirements, allowing safe and healthy working free from limiting glare, flicker or other adverse influence and suitable for the task being carried out.
10. Access to and egress from all Facilities is free and uninterrupted at all times that access is required by users, visitors or the public.
11. The security of all Facilities is maintained at all times, such that there is no:
  - (a) exposure of confidential information to unauthorised persons on the premises; or
  - (b) injury caused by unauthorised persons to DWP staff; or
  - (c) material disruption to DWP Business by unauthorised persons; or
  - (d) proven financial loss to DWP of a value in excess of £2,273.35 (indexed using RPI) or any proven financial loss to DWP (without limit) where there has been more than one incident leading to a loss in excess of £2,273.35 (indexed using RPI) in aggregate at a Facility (based exclusively on the replacement value of the assets lost and excluding thefts of DWP's employees' personal effects) within any

consecutive period of 12 months commencing on or after the Contract Expansion Date and/or which disrupts the DWP Business.

When the aggregate loss exceeds £2,273.35 (indexed using RPI) the whole of the Business Square Metres at the Facility will be deemed to be unavailable for that Business Day. Thereafter, the 12 months period referred to above will recommence.

If DWP agrees in writing to reasonable and proportionate preventative action following an incident (such agreement, which shall take into account DWP's business requirements, not to be unreasonably withheld) but DWP does not implement the preventative action within the time periods agreed or prevents the PRIME Contractor from carrying out suitable preventative action itself, in each case at the properties and locations agreed, unavailability under this clause 11(d) will not apply to future incidents of the similar nature which would have been prevented had DWP taken the preventative action;

- (e) break ins/forced entry, excluding attempted theft and break-in,  
except where any of the events set out in (a) to (e) above occur as a result of:
  - (i) injuries caused by known violent persons on the DWP register who are on the premises at the invitation of DWP; or
  - (ii) an armed robbery resulting in the loss of cash or negotiable instruments;  
or
  - (iii) theft where the aggregate value of the items stolen is less than £2,273.35 (indexed using RPI).