

SCHEDULE 34

This is Schedule 34 comprising the Use of Sites 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**

Terms and Conditions for use of Sites by the Prime Contractor

PART 1

A. OCCUPATION BETWEEN THE DATE OF THIS AGREEMENT AND THE COMMENCEMENT DATE

1. OCCUPATION AS LICENSEE

1.1 The PRIME Contractor, any Service Provider or any of its or their subcontractors, agents or employees shall occupy the square metres made available to them by DWP under clause 11.32A as licensee. The licence will cease on the Commencement Date and will not attract the protection of the Landlord and Tenant Act, 1954.

1.2 The PRIME Contractor, any Service Provider or any of its or their subcontractors, agents or employees shall use such square metres solely for the purpose of the implementation of the Operations.

2. COST OF ACCOMMODATION

DWP will not charge the PRIME Contractor a licence fee in respect of the licence granted under paragraph 1 above.

3. UTILITIES

DWP will bear the costs of Utilities consumed by the PRIME Contractor, any Service Provider or any of its or their agents or employees at square metres made available by DWP under paragraph 1 above.

4. ACCESS

4.1 The PRIME Contractor will have 24 hour access, seven days a week, to the square metres made available to it, any Service Provider or any of its or their subcontractors, agents and employees under paragraph 1 above. This will be arranged with DWP on a Site by Site basis.

4.2 Any costs to DWP of arranging such access will be borne by the PRIME Contractor.

5. POSTAGE/COURIER

5.1 The PRIME Contractor will operate an independent postage system to DWP.

5.2 Use of the DWP courier service from Site to Site will be provided to the PRIME Contractor free of charge unless otherwise agreed by DWP and the PRIME Contractor.

6. MEETING ROOMS

No DWP meeting rooms will be made available to the PRIME Contractor, any Service Provider or any of its or their subcontractors, agents or employees.

7. PHOTOCOPIERS/FAX MACHINES/TELEPHONE HANDSETS

The PRIME Contractor will provide its own photocopiers, fax machines and telephone handsets.

8. CLEANING/WASTE REMOVAL

DWP will bear the costs of cleaning and waste removal at square metres made available to the PRIME Contractor, any Service Provider or any of its or their sub-contractors, agents or employees under paragraph 1.

9. CONSUMABLES

The PRIME Contractor will provide and bear the cost of all consumables used by it, any Service Provider or any of its or their subcontractors, agents or employees.

10. FURNITURE

The PRIME Contractor will provide and bear the cost of any furniture required by it, any Service Provider or any of its or their subcontractors, agents or employees at square metres made available by DWP under paragraph 1.

11. TELECOM

11.1 At the PRIME Contractor's large Site and area offices DWP may allow the PRIME Contractor, any Service Provider or any of its or their subcontractors, agents or employees to use DWP's switchboard where there is spare capacity to do so. DWP may withdraw such facility at any time if such capacity is required for the DWP Business. The PRIME Contractor will bear the cost of providing an alternative telephone system for its own use.

11.2 If the PRIME Contractor uses DWP's telecom facility it will pay to DWP the costs of such usage, as notified by DWP from time to time.

12. CAR PARKING

Subject to local agreement on a Site by Site basis, the PRIME Contractor may have the use of that number of car parking spaces at any Site which bears to the total number of car parking spaces at the Site the same proportion as the number of Business Square Metres occupied by the PRIME Contractor at the Site bears to the total number of Business Square Metres at the Site.

B. OCCUPATION AFTER THE COMMENCEMENT DATE

1. OCCUPATION AS LICENSEE

1.1 The PRIME Contractor, any Service Provider or any of its or their subcontractors, agents or employees shall have use of the square metres made available to them by DWP under clause 11.33 as licensee.

- 1.2 Save in relation to Hinchley Wood, DWP may, upon giving reasonable notice, request the PRIME Contractor to vacate, or to ensure that any Service Provider or its or their subcontractors, agents or employees vacate, such square metres if DWP subsequently has a business need for them. The PRIME Contractor shall bear its own costs of such relocation.
- 1.3 If the PRIME Contractor chooses to vacate the square metres made available to it under clause 11.33 then DWP will have the option whether to use all or any part of such vacated space as Business Square Metres. If DWP elects not to use all or any part of such space, that area shall be treated as Surplus but shall not be part of the Annual Flexibility Allowance provided that if DWP chooses not to use part (as opposed to the whole) of such space, the part that is to become Surplus must satisfy the requirements of Schedule 28 [*Guidance on Vacation of Flexible Locations*].

2. UTILITIES

- 2.1 At its regional offices, the PRIME Contractor will, at its own expense, install submeters to monitor the consumption by it, any Service Provider or its or their subcontractors, agents or employees of Utilities and will pay Utility Providers directly.
- 2.2 At large Site and area offices, the PRIME Contractor will pay DWP for Utilities used by it, any Service Provider or its or their subcontractors, agents or employees and any service charges relating to Utilities imposed by Third Party Landlords. The amount to be paid by the PRIME Contractor for such Utilities and service charges shall be that amount which bears to the total amount payable by DWP for such Utilities and service charges at that Site the same proportion as the number of Business Square Metres occupied by the PRIME Contractor at the Site bears to the total number of Business Square Metres at the Site.

3. ACCESS

- 3.1 The PRIME Contractor will have 24 hour access, seven days a week, to the square metres at Sites occupied by it, any Service Providers or any of its or their subcontractors, agents or employees. Access will be arranged with DWP on a Site by Site basis.
- 3.2 Any costs to DWP of arranging such access will be borne by the PRIME Contractor.

4. POSTAGE/COURIER

- 4.1 The PRIME Contractor will operate an independent postage system to DWP.
- 4.2 Use of the DWP courier service from Site to Site will be provided to the PRIME Contractor free of charge unless otherwise notified by DWP.

5. **MEETING ROOMS**

No DWP meeting rooms will be made available to the PRIME Contractor, any Service Provider or any of its or their subcontractors, agents or employees.

6. **PHOTOCOPIERS/FAX MACHINES/TELEPHONE HANDSETS**

The PRIME Contractor will provide its own photocopiers, fax machines and telephone handsets.

7. **CLEANING/WASTE REMOVAL**

The PRIME Contractor will be responsible for its own costs of cleaning and waste removal.

8. **CONSUMABLES**

The PRIME Contractor will provide and pay for all consumables used by it, any Service Provider or any of its or their subcontractors, agents or employees.

9. **FURNITURE**

The PRIME Contractor will provide and pay for any furniture required by it, any Service Provider or any of its or their subcontractors, agents or employees at any square metres made available by DWP under clause 11.33.

10. **CAR PARKING**

Subject to local agreement on a Site by Site basis, the PRIME Contractor may have the use of that number of car parking spaces at any Site which bears to the total number of car parking spaces at the Site the same proportion as the number of Business Square Metres occupied by the PRIME Contractor at the Site bears to the total number of Business Square Metres at the Site.

PART 2

The PRIME Contractor's regional, area and large Site offices

The table set out in Part 2 of Schedule 34 of the original Prime Agreement dated 27 March 1998 shall apply to this Part 2 of Schedule 34 of the Expanded PRIME Contract.

The following table shall also apply to this Part 2 of Schedule 34 of the Expanded PRIME Contract:

| Status | Address | Town | Postcode | Square Metres | Size Required | Leasehold/ Freehold | Date of Access | Date of Occupancy |
|--------------------------------------------------|---------------------|--------|----------|---------------|---------------|---------------------|----------------|-------------------|
| REGIONAL OPERATION London, South & South West | | | | | | | | |
| Large Site | 236 Gray's Inn Road | London | WC1X 8HL | 10,445 | 25sq.m | L | 15/12/03 | 15/12/03 |