SCHEDULE PART 10

Review Procedure

This is the Schedule Part 10 comprising the Review Procedure referred to in the Project Agreement relating to the detailed design, financing, construction, fitting out, commissioning, operation of and the provision of services at the Stobhill Local Forensic Psychiatric Unit between

Greater Glasgow Health Board

and

Stobhill Healthcare Facilities Limited
1. Review Procedure

1.1 The provisions of this Part 10 of the Schedule shall apply whenever any item, document or course of action is required to be reviewed, approved or otherwise processed in accordance with Part 10 of the Schedule Part 10 (Review Procedure).

1.2 Subject to any express provision of the Project Agreement, the manner, form and timing of any submission to be made by Project Co to the Board's Representative for review under the Review Procedure shall be a matter for Project Co to determine. Each submission under the Review Procedure shall be accompanied by a copy of the proposed 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 the Schedule as a "Submitted Item"). In relation to each Submitted Item, the following procedure shall apply:

1.2.1 as soon as possible and, if the Submitted Item comprises:

1.2.1.1 not used;

1.2.1.2 a revised Programme submitted pursuant to Clause 19 (Programme and Dates for Completion); or

1.2.1.3 a document or proposed course of action submitted in the case of an emergency, within fifteen (15) Business Days of the date of receipt of an initial submission (or ten (10) Business Days from date of receipt of a re-submission, as the case may be) of the Submitted Item by the Board's Representative (or such other period as the parties may agree), the Board's Representative shall return one copy of the relevant Submitted Item to Project Co endorsed "no comment" or (subject to and in accordance with paragraph 3) (Grounds for Objection) "comments" as appropriate; and

1.2.2 subject to paragraph 1.4, if the Board'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 fifteen (15) Business Days from receipt of the initial submission or ten (10) Business Days from receipt of any re-submission (or within such other period as the parties may agree in writing) of the date of its submission to the Board's Representative, then the Board's Representative shall be deemed to have returned the Submitted Item to Project Co endorsed "no comment" (and, in the case of Reviewable Design Data, endorsed "Level A - no comment"); and

1.2.2A if the Submitted Item comprises an item of Reviewable Design Data:-

1.2.2A.1 Project Co shall give the Board not less than 15 Business Days notice of the week during which Project Co will deliver such Submitted Item to the Board, which week shall fall within the period specified in the column headed "Anticipated Submission of Documents in week numbers" in the table in Part 5 of Part 8 of the Schedule.
1.2.2A.2 subject to paragraphs 1.2.2A.4, within ten (10) Business Days of the
date of receipt of the Submitted Item by the Board's Representative
(or such other period as the parties may agree), the Board's
Representative shall return one copy of the relevant Submitted Item
to Project Co endorsed 'no comment' or (subject to and in accordance
with paragraph 3) (Grounds for Objection) "comments" as appropriate:

1.2.2A.3 subject to paragraphs 1.2.2A.4 and 1.4, if the Board's Representative
fails to return a copy of any Submitted Item (including any re-
submitted Submitted Item) duly endorsed in accordance with
paragraph 1.2.2A.2, within ten (10) Business Days from receipt of the
Submitted Item by the Board's Representative, then the Board's
Representative shall be deemed to have returned the Submitted Item
to Project Co endorsed "no comment" (and, in the case of Reviewable
Design Data, endorsed "Level A - no comment");

1.2.2A.4 If Project Co shall

1.2.2A.4.1 not give the notice required pursuant to paragraph
1.2.2A.1 above in respect of any item of Reviewable
Design Data; or

1.2.2A.4.2 deliver any item of Reviewable Design Data to the Board's
Representative on a date which does not fall within the
period specified in the column headed "Anticipated Submission of Documents in week numbers" in the table in
Part 5 of Part 8 of the Schedule;

the Board shall have a period of fifteen (15) Business Days to review
such item of Reviewable Design Data and paragraphs 1.2.2A.2 and
1.2.2A.3 above shall be read with time periods of fifteen (15) Business
Days substituted for the references to ten (10) Business Days therein.

1.2.3 in relation to Finishes:

1.2.3.1 Project Co shall (in accordance with the Programme) propose to the
Board's Representative a range or selection of aspects of finishes ("Range
of Finishes") listed in Table A below in accordance with the Board's
Construction Requirements and Project Co's Proposals for selection by the
Board in accordance with paragraph 3.4 of the Schedule Part 10 (Review
Procedure) and within the relevant selection period listed in Table A
below ("Selection Period");

1.2.3.2 the Board's Representative shall within ten (10) Business Days from receipt
of the initial submission and five (5) Business Days from the receipt of any
re-submission of the Range of Finishes listed in Table A below notify
Project Co of its selection within the Selection Period for each of the
Finishes; and
<table>
<thead>
<tr>
<th>Item</th>
<th>Aspects</th>
<th>Anticipated Submission of Documents in week numbers</th>
<th>Selection Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>external finishes (roof, windows and external elevations)</td>
<td>colour and material</td>
<td>N/A</td>
<td>Provided to the Board for Information Only</td>
</tr>
<tr>
<td>light switches and sockets</td>
<td>style and colour</td>
<td>Week 14 or 15</td>
<td>10 Business Days</td>
</tr>
<tr>
<td>light fittings in clinical areas</td>
<td>style and colour</td>
<td>Week 14 or 15</td>
<td>10 Business Days</td>
</tr>
<tr>
<td>sanitary ware</td>
<td>style, type and material</td>
<td>Week 21 or 22</td>
<td>Provided to the Board for Information Only</td>
</tr>
<tr>
<td>doors and door furniture (including ironmongery)</td>
<td>anti barricade and anti ligature proposals</td>
<td>Week 21 or 22</td>
<td>10 Business Days</td>
</tr>
<tr>
<td>M&amp;E interface with Groups 2 and 3 fixed equipment</td>
<td>services provision and interface</td>
<td>Week 21 or 22</td>
<td>10 Business Days</td>
</tr>
<tr>
<td>wall and ceiling finishes</td>
<td>colour</td>
<td>Week 21 or 22</td>
<td>10 Business Days</td>
</tr>
<tr>
<td>floor finishes</td>
<td>colour</td>
<td>Week 21 or 22 15</td>
<td>10 Business Days</td>
</tr>
<tr>
<td>tapware</td>
<td>style</td>
<td>Week 14 or 15</td>
<td>10 Business Days</td>
</tr>
<tr>
<td>nurses station</td>
<td>colour, style and height</td>
<td>Week 21 or 22</td>
<td>10 Business Days</td>
</tr>
<tr>
<td>main public light fittings</td>
<td>style</td>
<td>Week 14 or 15</td>
<td>10 Business Days</td>
</tr>
<tr>
<td>external signage within Site boundary</td>
<td>style and location</td>
<td>Week 21 or 22</td>
<td>10 Business Days</td>
</tr>
<tr>
<td>internal signage</td>
<td>style and location</td>
<td>Week 21 or 22</td>
<td>10 Business Days</td>
</tr>
<tr>
<td>hard landscaping - external furniture provisions</td>
<td>style and location</td>
<td>Week 21 or 22</td>
<td>10 Business Days</td>
</tr>
<tr>
<td>Group 1 furniture (where applicable)</td>
<td>style and colour</td>
<td>Week 14 or 15</td>
<td>10 Business Days</td>
</tr>
<tr>
<td>Reception desk</td>
<td>Colour, style and height</td>
<td>Week 14 or 15</td>
<td>10 Business Days</td>
</tr>
<tr>
<td>Wall Protection</td>
<td>colour and height</td>
<td>Week 14 or 15</td>
<td>10 Business Days</td>
</tr>
<tr>
<td>Item</td>
<td>Aspects</td>
<td>Anticipated Submission of Documents in week numbers</td>
<td>Selection Period</td>
</tr>
<tr>
<td>------------------------------------</td>
<td>------------------------------------------</td>
<td>----------------------------------------------------</td>
<td>------------------</td>
</tr>
<tr>
<td>Personal Attack (PA) layouts</td>
<td>Location</td>
<td>Week 14 or 15</td>
<td>10 Business Days</td>
</tr>
<tr>
<td>Entry/exit locking details</td>
<td>final positioning</td>
<td>Week 21 or 22</td>
<td>10 Business Days</td>
</tr>
<tr>
<td>Fire Strategy</td>
<td>Review of development of strategy</td>
<td>Week 14 or 15</td>
<td>10 Business Days</td>
</tr>
<tr>
<td>External Window Design</td>
<td>Specification</td>
<td>Week 7 or 8</td>
<td>10 Business Days</td>
</tr>
<tr>
<td>Heating Panels</td>
<td>Location, anti-ligature and finish</td>
<td>Week 14 or 15</td>
<td>10 Business Days</td>
</tr>
<tr>
<td>Grilles and Diffusers</td>
<td>Location, fixings and finish</td>
<td>Week 14 or 15</td>
<td>10 Business Days</td>
</tr>
<tr>
<td>Service zone escape hatch</td>
<td>Security details</td>
<td>Week 14 or 15</td>
<td>10 Business Days</td>
</tr>
</tbody>
</table>

1.2.3.3 If no selection of a Finish has been made by the Board's Representative and notified to Project Co in accordance with paragraph 1.2.3(b) by the end of the relevant Selection Period, Project Co shall be entitled to make a selection of the particular Finish. After the end of the relevant Selection Period, should the Board wish to vary any selection previously made by Project Co or by the Board, such variation shall be effected as a Variation in accordance with the Schedule Part 22 (Variation Procedure).

1.3 If the Board's Representative raises comments on any Submitted Item in accordance with paragraph 3 (Grounds for Objection) 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 Board's Representative comments on a Submitted Item other than on the basis set out in this Schedule Part 10, or fails to comply with the provisions of this paragraph, Project Co may, in its discretion, either:

1.3.1 request written clarification of the basis for such comments and, if clarification is not received within ten (10) Business Days of such request by Project Co, refer the matter for determination in accordance with the Schedule Part 26 (Dispute Resolution Procedure); or

1.3.2 at its own risk, and without prejudice to Clause 17 (The Design, Construction and Commissioning Process), proceed with further design or construction disregarding such comments.

1.4 In the case of any Submitted Item of the type referred to in paragraph 1.3.1 of the Schedule Part 24 (Handback Procedure), a failure by the Board's Representative to endorse and return such Submitted Item within the period specified in paragraph 1.2.2 shall be deemed to constitute an objection by the Board's Representative to such Submitted Item. If the parties fail to agree the form and content of such Submitted Item, within ten (10)
Business Days following the expiry of the period specified in paragraph 1.2.2, the matter shall be determined in accordance with the Schedule Part 26 (Dispute Resolution Procedure).

1.5 For the avoidance of doubt, where the Board selects from Table A colour finishes which (as reserved matters in respect of the Planning Permission) are in conflict with the requirements of the authority granting such Planning Permission, the views of such authority shall take precedence over the Board’s selection.

2 Further Information

Project Co shall submit any further or other information, data and documents that the Board’s Representative reasonably requires in order to determine whether he has a basis for raising comments or making objections to any Submitted Item in accordance with this Schedule. If Project Co does not submit any such information, data and documents, the Board’s Representative shall be entitled to:

2.1 comment on the Submitted Item on the basis of the information, data and documents which have been provided; or

2.2 object to the Submitted Item on the grounds that insufficient information, data and documents have been provided to enable the Board’s Representative to determine whether he has a legitimate basis for commenting or objecting in accordance with this Part 10 of the Schedule.

3 Grounds of Objection

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 Board’s Representative may raise comments in relation to any Submitted Item on the grounds set out in paragraph 2 above or on the ground that the Submitted Item would (on the balance of probabilities) breach any Law but otherwise may raise comments in relation to a Submitted Item only as follows:

3.1 in relation to any Submitted Item if:

3.1.1 Project Co’s ability to perform its obligations under this Agreement would (on the balance of probabilities) be adversely affected by the implementation of the Submitted Item; or

3.1.2 the implementation of the Submitted Item would (on the balance of probabilities) adversely affect any right of the Board under this Agreement or its ability to enforce any such right;

3.2 in relation to any Submitted Item submitted pursuant to Clause 4.1 (Changes to Project Documents) if:

3.2.1 the Board’s ability to perform its obligations under the Agreement would be adversely affected by the proposed course of action;

3.2.2 the Board’s ability to provide the Clinical Services or to carry out any of its statutory functions would (on the balance of probabilities) be adversely affected by the proposed course of action;
3.2.3 the proposed course of action would be likely to result in an increase to the Board’s liabilities or potential or contingent liabilities under the Agreement;

3.2.4 the proposed course of action would adversely affect any right of the Board under the Agreement or its ability to enforce any such right; or

3.2.5 Project Co’s ability to perform its obligations under the Agreement would be materially adversely affected by the proposed course of action;

3.3 in relation to Reviewable Design Data submitted pursuant to Clause 17.7.1 (Design Construction and Commissioning Process):

3.3.1 which does not comprise 1:50 scale Room Layout Drawings the Board’s Representative may raise comments, subject to and in accordance with paragraph 4 (Effect of Review) on the ground that the Submitted Item is not in accordance with:

3.3.1.1 the Board’s Construction Requirements; and/or

3.3.1.2 Project Co’s Proposals;

3.3.2 which comprises a 1:50 scale Room Layout Drawing in respect of which there is a corresponding generic 1:50 scale Room Layout Drawing for the relevant room type (which has previously been reviewed and commented upon by the Board’s Representative in accordance with this Schedule Part 10), the Board’s Representative may raise comments, subject to and in accordance with paragraph 4 (Effect of Review), on the ground that the Submitted Item does not conform to the generic 1:50 scale Room Layout Drawing; and

3.3.3 which comprises a 1:50 scale Room Layout Drawing in respect of which there is no corresponding generic 1:50 scale Room Layout Drawing for the relevant room type (which has previously been reviewed and commented upon by the Board’s Representative in accordance with this Schedule), the Board’s Representative may raise comments, subject to and in accordance with paragraph 4 (Effect of Review), on the grounds that the Submitted Item:

3.3.3.1 is not in accordance with the Board’s Construction Requirements and/or Project Co’s Proposals; or

3.3.3.2 is inconsistent with the guidance contained in any current NHS Requirement as set out in section 1.2 and 3.3 the Board’s Construction Requirements, which is applicable to a room of that function provided that such guidance has not been superseded by and is not inconsistent with any other provisions of the Board’s Construction Requirements (including any existing Approved RDD Item);

3.4 in relation to Finishes:

3.4.1 which have the effect of making a selection of colours in accordance with Table A above from the Range of Finishes (or any alternative range or selection of Finishes submitted by Project Co to the Board’s Representative) pursuant to this Part of the Schedule; or
3.4.2 where the Submitted Item does not comply with the relevant provisions of the Board’s Construction Requirements and/or Project Co’s Proposals;

3.5 in relation to the submission of any revised Programme pursuant to Clause 19 (Programme and Dates for Completion) on the ground that the revised Programme would not (on the balance of probabilities) enable the Works to be completed by the Completion Date;

3.6 in relation to the submission of any Quality Plan or part of a Quality Plan or any changes to any Quality Plan pursuant to Clause 25.4 or Clause 25.7 (Quality Assurance) or any quality manual or procedure in accordance with Clause 25.10 (Quality Assurance), on the grounds that such Quality Plans, or parts of or changes to such Quality Plans, quality manuals or procedures, or the quality management systems which they reflect, would not comply with:

3.6.1 in the case of the Design Quality Plan and the Construction Quality Plan referred to in Clause 25 (Quality Assurance), the requirements referred to in Part 3 of the Schedule Part 8 (Construction Matters); and

3.6.2 in the case of the Services Quality Plan referred to in Clause 25 (Quality Assurance), the requirements referred to in Part 3 of the Schedule Part 14 (Service Requirements);

3.7 in relation to the submission of any proposed revision or substitution for the Method Statements or any part of any Method Statement (as the case may be) pursuant to Clause 27.3 (Project Co Services Changes), on the grounds that:

3.7.1 the proposed revision or substitution is not in accordance with Good Industry Practice;

3.7.2 the performance of the Service in accordance with the proposed revision or substitution would (on the balance of probabilities):

3.7.2.1 be materially different from the performance of the Service in accordance with the Method Statement prior to such proposed revision or substitution; or

3.7.2.2 be less likely to achieve compliance with the Service Level Specification for that Service; or

3.7.2.3 have an adverse effect on the provision by the Board of the Clinical Services or on the safety of any users of the Facilities; or

3.7.3 the proposed revision or substitution would (on the balance of probabilities) result in an inferior standard of performance of the relevant Service to the standard of performance in accordance with the Method Statement prior to such proposed revision or substitution; and

3.8 in relation to the submission of any Schedule of Programmed Maintenance, any revision to any Schedule of Programmed Maintenance pursuant to Clause 28.1 or 28.6 (Maintenance) or any submission of Unprogrammed Maintenance Works pursuant to Clause 28.8 (Maintenance), on the grounds that:
3.8.1 carrying out the Programmed Maintenance or the Unprogrammed Maintenance Works in the period or at the times suggested would (on the balance of probabilities) interfere with the operations of the Board and such interference could be avoided or mitigated by Project Co rescheduling the Programmed Maintenance or the Unprogrammed Maintenance Works; or

3.8.2 in relation to the Schedule of Programmed Maintenance, the proposed hours for carrying out the Programmed Maintenance are not consistent with the principles set out in Appendix 2, Table B to this Schedule Part 10; or

3.8.3 the proposed method of performance of the Programmed Maintenance or the Unprogrammed Maintenance Works would not be in accordance with the Service Level Specifications for that Service; or

3.8.4 the safety of patients or other users of the Facilities would (on the balance of probabilities) be adversely affected; or

3.8.5 the period for carrying out the Programmed Maintenance or the Unprogrammed Maintenance Works would (on the balance of probabilities) exceed the period reasonably required for the relevant works; and

3.8.6 in relation to the submission of Project Co’s proposals for the Handback Works, the Handback Programme and the Handback Amount, on the grounds that:

3.8.6.1 in the case of the Handback Works, Project Co’s proposals will not (on the balance of probabilities) ensure that the Handback Requirements are achieved by the Expiry Date;

3.8.6.2 in the case of the Handback Programme, performance of the Handback Works in accordance with the programme is not (on the balance of probabilities) capable of achieving satisfaction of the Handback Requirements by the Expiry Date; and

3.8.6.3 in the case of the Handback Amount, it does not represent the cost of carrying out the Handback Works according to the Handback Programme and the provisions of the Schedule Part 24 (Handback Procedure).

Effect of Review

4.1 Any Submitted Item which is returned or deemed to have been returned by the Board’s Representative endorsed “no comment” (and in the case of Reviewable Design Data, endorsed “Level A - no comment”) shall be complied with or implemented (as the case may be) by Project Co.

4.2 In the case of any Submitted Item other than Reviewable Design Data, if the Board’s Representative returns the Submitted Item to Project Co endorsed “comments”, Project Co shall comply with such Submitted Item after amendment in accordance with the comments unless Project Co disputes that any such comment is on grounds permitted by this Agreement, in which case Project Co or the Board’s Representative may refer the
matter for determination in accordance with the Schedule Part 26 (Dispute Resolution Procedure) and Project Co shall not act on the Submitted Item until such matter is so determined or otherwise agreed.

4.3 In the case of a Submitted Item comprising Reviewable Design Data, if the Board’s Representative returns the Submitted Item endorsed other than “Level A - no comment”, Project Co shall:

4.3.1 where the Board’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 Board’s Representative in his comments;

4.3.2 where the Board’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 Board’s Representative’s comments and re-submit the same to the Board’s Representative in accordance with paragraph 4.4; and

4.3.3 where the Board’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 Board’s Representative in accordance with paragraph 4.4;

unless Project Co disputes that any such comment or proposed amendment is on grounds permitted by this Agreement, in which case Project Co or the Board’s Representative may refer the matter for determination in accordance with the Schedule Part 26 (Dispute Resolution Procedure) and Project Co shall not act on the Submitted Item until such matter is so determined or otherwise agreed.

4.4 Within three (3) Business Days of receiving the comments of the Board’s Representative on any Submitted Item comprising Reviewable Design Data, Project Co shall (except in the case contemplated in paragraph 4.3 Level B) send a copy of the Submitted Item as amended to the Board’s Representative pursuant to paragraph 4.2 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 Level B or 4.3.2 Level C) shall mean that the relevant Submitted Item may be used or implemented for the purposes for which it is intended but, save to the extent expressly stated in this Agreement including, without limitation, as specified in Appendix 1 Table A to this Schedule Part 10, such return or deemed return of any Submitted Item shall not otherwise relieve Project Co of its obligations under the Project Agreement nor is it an acknowledgement by the Board that Project Co has complied with such obligations.

5 Documentation Management

5.1 Project Co shall issue 3 copies of all Submitted Items to the Board and compile and maintain a register of the date and contents of the submission of all Submitted Items.
5.2 Project Co shall compile and maintain a register of the date of receipt and content of all Submitted Items that are returned or deemed to be returned by the Board's Representative.

5.3 Save to the extent set out in Appendix 1 to this Part of the Schedule or elsewhere in this Part of the Schedule, no review, comment or approval by the Board shall operate to exclude or limit Project Co's obligations or liabilities under the Project Agreement (or the Board's rights under the Project Agreement).

6 Variations

6.1 No approval or comment or any failure to give or make an approval or comment under this Schedule shall constitute a Variation save to the extent provided in this Schedule Part 10.

6.2 If, having received comments from the Board's Representative, Project Co considers that compliance with those comments would amount to a Variation, Project Co shall, before complying with the comments, notify the Board of the same and, if it is agreed by the parties or determined pursuant to the Schedule Part 26 (Dispute Resolution Procedure) that a Variation would arise if the comments were complied with, the Board may, if it wishes, implement the Variation and it shall be dealt with in accordance with the Schedule Part 22 (Variation Procedure). Any failure by Project Co to notify the Board that it considers compliance with any comments of the Board's Representative would amount to a Variation shall constitute an irrevocable acceptance by Project Co that any compliance with the Board's comments shall be without cost to the Board and 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.
<table>
<thead>
<tr>
<th>Approved RDD Item (by category)</th>
<th>Scale</th>
<th>Meaning of “Level A - no comment” and “Level B - proceed subject to amendment as noted” endorsement of Reviewable Design Data under Schedule Part 10 (Review Procedure) (including both the actual and deemed endorsement)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Drawings - Floor Plans (sections and room elevations)</td>
<td>1:100</td>
<td>A “Level A - no comment” endorsement or a “Level B - proceed subject to amendment as noted” endorsement of any 1:100 scale floor plan means that Project Co may proceed to construct in accordance with the Submitted Item and that the Board is satisfied that the design and other information contained in the relevant drawing satisfies the Clinical Functionality.</td>
</tr>
<tr>
<td>Drawings - Room Layouts (including room elevations) &amp; Reflected ceiling plans</td>
<td>1:50</td>
<td>A “Level A - no comment” endorsement or a “Level B - proceed subject to amendment as noted” endorsement of any 1:50 scale room layout and/or reflected ceiling drawing means that Project Co may proceed to construct in accordance with the Submitted Item and that the Board is satisfied (to the extent of the design and other information contained in the relevant drawing) that the design and other information in the relevant drawing satisfies Clinical Functionality.</td>
</tr>
<tr>
<td>Drawings - Departmental plans</td>
<td>1:50</td>
<td>A “Level A - no comment” endorsement or a “Level B - proceed subject to amendment as noted” endorsement of any 1:50 scale departmental plan means that Project Co may proceed to construct in accordance with the Submitted Item and that the Board is satisfied (to the extent of the design and other information contained in the relevant drawing) that the design and other information in the relevant drawing satisfies Clinical Functionality.</td>
</tr>
</tbody>
</table>
APPENDIX 2

Normal Working Hours

1 Subject to paragraphs 3 to 5 below, Project Co shall carry out Programmed Maintenance at the Facilities during the hours of 8 am to 6 pm from Monday to Friday ("Normal Working Hours").

2 Project Co may, with the consent of the Board (which consent shall not be unreasonably withheld) carry out Maintenance Works outside the Normal Working Hours provided always that it shall take into account:

   2.1 the likely disturbance to the Board, its staff and patients within the immediate area where the Maintenance Works are to be undertaken;

   2.2 the likely disturbance to adjacent areas, the Board, its staff and patients in those adjacent areas that may be affected by the Maintenance Works to be undertaken in the area(s) identified in paragraph 2.1 above; and

   2.3 compliance with the Law.

3 Subject to paragraph 4, Project Co shall have access to the Facilities during the hours of operation to the areas set out in and in accordance with Table B below ("Hours of Operation") to carry out Programmed Maintenance.
**APPENDIX 1**

**Table A**

<table>
<thead>
<tr>
<th>Approved RDD Item (by category)</th>
<th>Scale</th>
<th>Meaning of “Level A - no comment” and “Level B - proceed subject to amendment as noted” endorsement of Reviewable Design Data under Schedule Part 10 (Review Procedure) (including both the actual and deemed endorsement)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Drawings - Development Control Plan</td>
<td>1:1250</td>
<td>A “Level A - no comment” endorsement or a “Level B - proceed subject to amendment as noted” endorsement of any 1:1250 scale development control plan means that Project Co may proceed to construct in accordance with the Submitted Item and that the Board is satisfied that the design and other information contained in the relevant drawing satisfies Clinical Functionality.</td>
</tr>
<tr>
<td>Drawings - Site Plan</td>
<td>1:500</td>
<td>A “Level A - no comment” endorsement or a “Level B - proceed subject to amendment as noted” endorsement of any 1:500 scale site plan means that Project Co may proceed to construct in accordance with the Submitted Item and that the Board is satisfied that the design and other information contained in the relevant drawing satisfies Clinical Functionality.</td>
</tr>
<tr>
<td>Drawings - Floor Plans</td>
<td>1:200</td>
<td>A “Level A - no comment” endorsement or a “Level B - proceed subject to amendment as noted” endorsement of any 1:200 scale floor plan means that Project Co may proceed to construct in accordance with the Submitted Item and that the Board is satisfied that the design and other information contained in the relevant drawing satisfies the Clinical Functionality.</td>
</tr>
<tr>
<td>Drawings - Floor Plans (sections and room elevations)</td>
<td>1:100</td>
<td>A “Level A - no comment” endorsement or a “Level B - proceed subject to amendment as noted” endorsement of any 1:100 scale floor plan means that Project Co may proceed to construct in accordance with the Submitted Item and that the Board is satisfied that the design and other information contained in the relevant drawing satisfies the Clinical Functionality.</td>
</tr>
</tbody>
</table>
### Table B

<table>
<thead>
<tr>
<th>Area</th>
<th>Hours of Operation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reception</td>
<td>24 hours per day, 7 days per week</td>
</tr>
<tr>
<td>Administration</td>
<td>*24 hours per day, 7 days per week</td>
</tr>
<tr>
<td>Recreation</td>
<td>During &quot;Normal Working Hours&quot;, 7 days per week</td>
</tr>
<tr>
<td>10-Bed Admission Ward (MS)</td>
<td>During &quot;Normal Working Hours&quot;, 7 days per week</td>
</tr>
<tr>
<td>12-Bed Rehabilitation/Long Stay Ward (MS)</td>
<td>During &quot;Normal Working Hours&quot;, 7 days per week</td>
</tr>
<tr>
<td>6-Bed Intensive Care Ward (MS)</td>
<td>During &quot;Normal Working Hours&quot;, 7 days per week</td>
</tr>
<tr>
<td>4-Bed Learning Disabilities Ward (MS)</td>
<td>During &quot;Normal Working Hours&quot;, 7 days per week</td>
</tr>
<tr>
<td>12-Bed Wards (LS)</td>
<td>During &quot;Normal Working Hours&quot;, 7 days per week</td>
</tr>
<tr>
<td>6-Bed Female Ward (LS)</td>
<td>During &quot;Normal Working Hours&quot;, 7 days per week</td>
</tr>
</tbody>
</table>

* The Board reserves the right to amend and/or extend these hours according to operational need. However, any change that can be demonstrated by Project Co to have a material and adverse effect on Project Co will be a Variation.

4. Where Project Co requires access to an area of the Facilities during the Hours of Operation, Project Co will consult with and obtain the consent of the member of personnel in charge of a Area ("Head of Department") concerning dates, times and periods during which Programmed Maintenance is to be undertaken in such area so as to minimise disruption to such area. Procedures are to be developed between Board and Project Co with regard to notification periods for Programmed Maintenance in order that any required decanting or other security or operational measures can be enforced prior to area(s) being made available to Project Co.

5. The Board may request Project Co to carry out Programmed Maintenance outside the Board's Normal Working Hours in the event that the carrying out of such Programmed Maintenance during Normal Working Hours would adversely affect the clinical and operational function of the department or area.