

SCHEDULE PART 25

This is the Schedule Part 25 comprising the Record Provisions referred to in the Project Agreement relating to the design, financing and construction of, and the provision of services at the Stobhill Local Forensic Psychiatric Unit

between

Greater Glasgow Health Board

and

Stobhill Healthcare Facilities Limited



SCHEDULE PART 25

Part 1: General Requirements

- 1 Project Co shall retain and maintain all the records (including superseded records) referred to in Part 2 of this Schedule Part 25 in accordance with this Part 1 of this Schedule Part 25, the requirements of Good Industry Practice, in chronological order, in a form that is capable of audit and at its own expense. Project Co shall make such records available for inspection to the Board where it has reasonable cause for requiring such records, on giving reasonable notice.
- 2 Wherever practical, original records shall be retained and maintained in hard copy form. True copies of the original records may be kept by Project Co where it is not practicable to retain original records.
- 3 Those records relating to the Project Operations (including the design, construction, development, enhancement and maintenance of the Facilities) shall be retained for the duration of the Project Agreement.
- 4 Financial and other records (including without limitation all information provided in support of any Variation) shall be retained and maintained by Project Co for a period of at least six (6) years after the end of the Project Term in sufficient detail, in appropriate categories and generally in such a manner to enable Project Co to comply with its obligations under Clause 38.1 (*Information and Audit Access*) and where appropriate to enable the data in such records to be entered into the Financial Model so that the output from the Financial Model (on the basis of such data) can be directly compared with the actual financial cashflow and performance of Project Co.
- 5 Where Project Co wishes to dispose of any records maintained as provided in this Part of this Schedule which are more than fifteen (15) years old, or in respect of which the required period for their retention has expired, then Project Co shall notify the Board and if, within forty (40) Business Days of such notice, the Board elects to receive certain of those records, then Project Co shall deliver up such records to the Board in the manner and at the location as the Board shall reasonably specify, and the costs of retaining those records in safe storage and delivering up the same shall be borne by Project Co.
- 6 Subject to paragraph 5, for a period of not more than six (6) years following the termination for whatever reason of the Project Agreement, Project Co shall retain in safe storage all such records as are referred to in Part 2 of this Schedule which were in existence at the date of termination of the Project Agreement. On the expiry of such period or at the earlier request of the Board, Project Co shall deliver up all those records (or where those records are required by statute to remain with Project Co or a Contracting Associate of Project Co, copies thereof) to the Board in the manner and at the location as the Board shall reasonably specify. The Board shall make available to Project Co all the records Project Co delivers up pursuant to this paragraph subject to reasonable notice. The costs of retaining those records in safe storage and delivering up the same shall be borne:
 - (a) by Project Co where the termination arises as a result of a Project Co Event of Default; and
 - (b) by the Board where the termination arises for any other cause.
- 7 Without prejudice to the foregoing, Project Co shall provide the Board:

(a) as soon as they may be available and in any event within sixty (60) Business Days after the end of the first six (6) months of each financial year of Project Co which falls during the Project Term, a copy, certified as a true copy by an officer of Project Co, of its unaudited interim accounts and, if appropriate, of consolidated unaudited interim accounts of Project Co, its Subsidiaries and Holding Company (if any) which would (if Project Co were listed on the London Stock Exchange whether or not it is) be required to be sent to shareholders as at the end of and for each such six (6) month period; and

(b) as soon as they shall have been sent to its shareholders in order to be laid before an annual general meeting of Project Co but not later than one hundred and thirty (130) Business Days after the end of each accounting reference period of Project Co part or all of which falls in a Contract Year; a copy of Project Co's audited accounts and if appropriate, of the consolidated audited accounts of Project Co and, its Associated Companies (if any), in respect of that period, prepared in accordance with the Companies Act 1985 and generally accepted accounting principles and bases in Scotland, consistently applied together with copies of all related directors' and auditors' reports and all other notices/circulars to shareholders.

8. Any drawings required to be made or supplied pursuant to this Agreement shall be of a size appropriate to show the detail to be depicted clearly without magnifying aids and shall conform to British Standards 1192 or 308 or equivalent as appropriate. Where by prior agreement the Board has agreed to accept microfilm, microfiche or other storage media (which must include secure back up facilities), drawings and other documents shall be made or supplied in such form as has been agreed.

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Part 2: Records to be Kept

- 1 The Project Agreement, its Schedule and the Project Documents including all amendments to such agreements.
- 2 All other documents, software or other information expressly referred to in the Project Agreement.
- 3 Records relating to the appointment and supersession of the Board's Representative and Project Co's Representative.
- 4 Project Data.
- 5 Documents, drawings, design data or submissions raised in accordance with the Schedule Part 10 (*Review Procedure*).
- 6 Documents relating to planning applications, consents, refusals and appeals.
- 7 Records relating to any specialist or statutory inspections of the Facilities, including any roadways.
- 8 Notices, reports, results and certificates relating to completion of the Works and completion of the commissioning activities.
- 9 All operation and maintenance manuals.
- 10 Documents relating to events of Force Majeure, Delay Events and Relief Events and the consequences of the same.
- 11 All formal notices, reports or submissions made to or received from the Board's Representative in connection with the provision of Services, or the measurement and recording of Service Failures pursuant to the Schedule Part 18 (*Payment Mechanism*) and the Schedule Part 14, Part 1 Sub-Part B (*Performance Monitoring*).
- 12 All certificates, licences, registrations or warranties related to the provision of Services.
- 13 Documents in support of claims for Service Payments.
- 14 Documents submitted in accordance with the Schedule Part 22 (*Variation Procedure*) and all documents provided in support.
- 15 Documents related to referrals to the Dispute Resolution Procedure.
- 16 Documents related to change in ownership or any interest in any or all of the shares in Project Co and/or HoldCo.
- 17 Documents relating to the rescheduling of the indebtedness of Project Co or refinancing of the Project.
- 18 Tax invoices and records related to Value Added Tax.

- 19 Financial records, including audited and unaudited accounts of HoldCo and Project Co and related reports.
- 20 Records required by Law (including in relation to Health and Safety matters and health and safety files prepared pursuant to CDM Regulations) and all Consents.
- 21 Documents relating to insurance and insurance claims.
- 22 All other records, notices or certificates required to be produced and/or maintained by Project Co pursuant to the Project Agreement or any Project Document.
- 23 Any other records or documents as may be agreed by the parties from time to time.

