

**SCHEDULE 4**

**Payment Mechanism**

**1. INTRODUCTION**

1.1 This schedule 4 (*Payment Mechanism*) should be read in conjunction with the Contract and relevant schedules and annexures including schedule 1 (*Definitions*) and schedule 2 (*Output Specification*).

**2. ANNUAL UNITARY CHARGE AND MONTHLY UNITARY CHARGE**

2.1 **Calculation and adjustment of Annual Unitary Charge and Monthly Unitary Charge**

2.1.1 The Annual Unitary Charge and the Monthly Unitary Charge shall be calculated and adjusted from time to time in accordance with this schedule 4 (*Payment Mechanism*), clause 56 (*Payment and Financial Matters*) and any other express provisions of the Contract.

2.2 **Annual Unitary Charge: Indexation**

2.2.1 The Annual Unitary Charge for a Contract Year  $n$  ("AUC $_n$ ") shall be calculated on the Indexation Review Date in that Contract Year in accordance with the following formula:

$$AUC_n = (AUC_0 \times (1-X)) + (AUC_0 \times X \times I_n)$$

where:

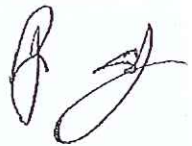
$AUC_0$  = the Base Annual Unitary Charge;

$X$  = 

$I_n$  =  $RPIX_n / RPIX_0$ ;

and

$RPIX_n$  = the value of RPIX at the end of January



immediately preceding the relevant Indexation Review Date (and for the avoidance of doubt RPIX at the end of January 2013 will be applied on 1 April 2013); and

$RPIX_0 =$  the value of RPIX at the end of January 2012.

### 2.3 Monthly Unitary Charge

2.3.1 Subject to paragraphs 2.4 (*Incomplete Months*) and 2.2 (*Annual Unitary Charge: Indexation*) of this schedule 4 (*Payment Mechanism*), the Monthly Unitary Charge (“MUC<sub>m</sub>”) shall be calculated in accordance with the following formula:

$$MUC_m = \frac{AUC_n}{12}$$

where:

$AUC_n =$  the Annual Unitary Charge for Contract Year  $n$  as defined and calculated in accordance with paragraph 2.2 (*Annual Unitary Charge: Indexation*) of this schedule 4 (*Payment Mechanism*).

### 2.4 Incomplete Months

2.4.1 With respect to the first and last Month of the Service Period, where these are not complete months, MUC<sub>m</sub> shall be calculated in accordance with the following formula:

$$MUC_m = AUC_n \times \frac{b}{c}$$

where:

$AUC_n =$  the Annual Unitary Charge for the relevant Contract Year as defined and calculated in accordance with paragraph 2.2 (*Annual Unitary*

*Charge: Indexation*) of this schedule 4 (*Payment Mechanism*);

$b =$  the number of days the Services are provided in the relevant Month; and

$c =$  365 (or 366 in a leap year).

### 3. MONTHLY PAYMENT

#### 3.1 Calculation of Monthly Payment

3.1.1 Subject to paragraph 3.1.2, the Monthly Payment ("MP<sub>m</sub>") shall be calculated in accordance with the following formula and such payment shall be made in accordance with clause 56 (*Payment and Financial Matters*) of the Contract:

$$MP_m = (MUC_m \times MAF_m) + EP_m +/ - AA_{m-3} - \sum_{1-N}^{PR} PA_{m-3} +/ - CA_m +/ - CIPCA_m - AVA_{m-3} + COSP_{m-3} +/ - SA_{m-3} +/ - WA_m +/ - CIPWA_m + CC_m$$

where:

$MUC_m =$  the Monthly Unitary Charge in respect of Month  $m$  calculated in accordance with paragraphs 2.3 (*Monthly Unitary Charge*) and 2.4 (*Incomplete Months*) of this schedule 4 (*Payment Mechanism*);

$MAF_m =$  the applicable Milestone Adjustment Factor in respect of Month  $m$ , calculated in accordance with paragraph 3.2 (*Milestone Adjustment Factor (MAF)*) of this schedule 4 (*Payment Mechanism*);

$EP_m =$  the Energy Payment in respect of Month  $m$ , calculated in

accordance with paragraph 3.3 (*Energy Payment*) of this schedule 4 (*Payment Mechanism*);

$AA_{m-3}$  = any Accrual Adjustment in respect of the Month which is three months prior to Month  $m$  relating to an Accrued/De-Accrued Project Network Part, calculated in accordance with paragraph 4 (*Accruals and De-Accruals*) of this schedule 4 (*Payment Mechanism*);

$PA_{m-3}$  = any Performance Adjustment due in respect of the Month which is three months prior to Month  $m$  in respect of Performance Standards 1 to 10 and calculated in accordance with paragraph 5 (*Calculation of Monthly Performance Adjustments*) of this schedule 4 (*Payment Mechanism*).

$CA_m$  = any Operational Carbon adjustment due in Month  $m$  calculated in accordance with paragraph 6 (*Carbon Adjustment*) of this schedule 4 (*Payment Mechanism*);

$CIPCA_m$  = any Capital Carbon adjustment due in Month  $m$  calculated in accordance with paragraph 6 (*Carbon Adjustment*) of this schedule 4 (*Payment Mechanism*)

$AVA_{m-3}$  = any Availability Adjustment in respect of the Month which is three months prior to Month  $m$  calculated in accordance with paragraph 7 (*Availability Adjustment*) of this schedule 4 (*Payment Mechanism*);

$COSP_{m-3}$  = any Call-Off Services Payment due in respect of the Month which is three (3) months prior to Month  $m$  in accordance with clause 41 (*Call-Off Services*) of this Contract;

$SA_{m-3}$  = any Sundry Adjustment due in respect of the Month which is three months prior to Month  $m$  including;

- any interest payable by the Authority to the Service Provider under this Contract;

- any interest payable by the Service Provider to the Authority under this Contract;
- any adjustments to reflect previous overpayments;
- any adjustments to reflect previous underpayments;
- any adjustment due in respect of abatements such as those in schedule 13 (*Call-Off Services*) Parts 6 and 7;
- any other amounts payable by the Authority to the Service Provider under the Contract; and
- any other amounts payable by the Service Provider to the Authority under the Contract.

$WA_m =$

- any Operational Water adjustment due in Month  $m$  calculated in accordance with paragraph 11 of this schedule 4 (*Payment Mechanism*); and

$CIPWA_m =$


- any Capital Embedded Water adjustment due in Month  $m$  calculated in accordance with paragraph 11 of this schedule 4 (*Payment Mechanism*)

$CC_m$

- any Capital Contribution due in accordance with clauses 27.2A and 27.2B

3.1.2 In the event that the Monthly Payment, after adjustments, but excluding the value of the Capital Contributions due in such Month is a negative figure, i.e. the total deductions exceed the available Monthly Unitary Charge, then the Monthly Payment for that Month shall be limited to the value of the Capital Contribution due in such Month and no amount shall be carried forward.

### 3.2 Milestone Adjustment Factor (MAF)

3.2.1 At Service Commencement, until the completion of Milestone 1, MAF will equal 

3.2.2 The Milestone Adjustment Factor ("MAF<sub>m</sub>") for Month *m* shall be calculated according to the last Certificate of Completion received for each PFI District in accordance with the following formula:

$$MAF_m = 0.7 + \left( \sum_{d=1}^6 (DP_d \times CMF) \right)$$

where:

*d* = each relevant PFI District;

*DP<sub>d</sub>* = the District Proportion for PFI District *d* (see Table 1 below); and

*CMF* = the Certified Milestone Factor for Month *m* (see Table 2 below)

3.2.3 For the avoidance of doubt, MAF<sub>m</sub> will equal [REDACTED] following the completion of Milestone 14 in all PFI Districts.

Table 1: District Proportion

| District   | 1          | 2          | 3          | 4          | 5          | 6          |
|------------|------------|------------|------------|------------|------------|------------|
| Proportion | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |

Table 2: Certified Milestone Factor

| Milestone | Certified Milestone Factor |
|-----------|----------------------------|
| 1         | [REDACTED]                 |
| 2         | [REDACTED]                 |
| 3         | [REDACTED]                 |
| 4         | [REDACTED]                 |
| 5         | [REDACTED]                 |
| 6         | [REDACTED]                 |

|    |            |
|----|------------|
| 7  | [REDACTED] |
| 8  | [REDACTED] |
| 9  | [REDACTED] |
| 10 | [REDACTED] |
| 11 | [REDACTED] |
| 12 | [REDACTED] |
| 13 | [REDACTED] |
| 14 | [REDACTED] |

**3.3 Energy Payment**

3.3.1 The Service Provider shall comply with the provisions of clause 57 (*Electricity Procurement*) of the Contract.

3.3.2 The Energy Payment (“EP<sub>m</sub>”) for Month *m* shall be calculated in accordance with the following formula:

$$EP_m = \sum_{ETB=1}^Z APETB_m \times AFC_m$$

where:

*ETB* = each electricity tariff band as included under the current electricity contract from band 1 to band Z, where Z is the number of bands under the current electricity contract;

*APETB<sub>m</sub>* = the price (in pence per kWh for the ETB as detailed in schedule 8 (*Forecast Price and Consumption*)), which price includes, without limitation, all fixed and standing charges, all associated metering and data management charges, the climate change levy (and any replacement levy or charge) and any premium charged for any specific terms and conditions

related to the supply of electricity to the Powered Apparatus;

$$AFC_m = MFEC_m - AltLFCA_m;$$

and

$MFEC_m =$  the Monthly Forecast Electricity Consumption (being 1/12 of the annual consumption for the relevant ETB as detailed in schedule 8 (*Forecast Price and Consumption*)) for Month  $m$ . Where the Month for which MFEC is required is not a full calendar month, MFEC shall be pro-rated so that it only represents the consumption for the appropriate proportion of the Month; and

$AltLFCA_m =$  the Alternative Lighting Forecast Consumption Adjustment (for each ETB) for Month  $m$  as calculated in accordance with attachment 1 of this schedule 4 (*Payment Mechanism*).

#### 4. ACCRUALS AND DE-ACCRUALS

##### 4.1 Accrual and De-Accrual of Project Network Parts

4.1.1 An Accrual Adjustment shall apply in respect of all Project Network Parts which have been Accrued or De-Accrued between the Service Commencement Date and the start of Month  $m$  in accordance with clause 50 (*Accrual and De-Accrual of Project Network Parts*) of this Contract, and shall be calculated in accordance with the following formula:

$$AA_m = \frac{1}{12} \times \sum_{k=1}^K ((ya_k \times a_{km}) - (yd_k \times d_{km})) \times I_n$$

where:

$K =$  the number of items;



- $ya_k =$  the value for the relevant type of Project Network Part  $k$  to be Accrued as agreed or determined in accordance with paragraph 4 of schedule 18 (*Accruals and De-Accruals*) of the Contract;
- $yd_k =$  the value for the relevant type of Project Network Part  $k$  to be De-Accrued as agreed or determined in accordance with paragraph 4 of schedule 18 (*Accruals and De-Accruals*) of the Contract;
- $a_{km} =$  the aggregate number of items Accrued for each category of Project Network Part  $k$  between the Service Commencement Date and the start of Month  $m$ ;
- $d_{km} =$  the aggregate number of items De-Accrued for each category of Project Network Part  $k$  between the Service Commencement Date and the start of Month  $m$ ;
- $I_n =$   $RPIX_n / RPIX_0$  (as defined in paragraph 2.2 (*Annual Unitary Charge: Indexation*))

- 4.1.2 Whenever such an Accrual or De-Accrual of Project Network Parts pursuant to clause 50 (*Accrual and De-Accrual of Project Network Parts*) is expected to cause an increase or decrease in aggregate electricity consumption by the Powered Apparatus, the forecasts of electricity usage contained in schedule 8 (*Forecast Price and Consumption*) shall be varied by the addition or reduction of the forecast electricity consumption of each Accrued or De-Accrued item of Powered Apparatus (calculated in kilowatt hours) in accordance with the Balancing and Settlement Code Procedure 520 or any successor procedure to determine the energy consumption of Powered Apparatus and the burn hours as appropriate to the use of Powered Apparatus.
- 4.1.3 Whenever such an Accrual or De-Accrual of Project Network Parts pursuant to clause 50 (*Accrual and De-Accrual of Project Network Parts*) is expected to cause an increase or decrease in aggregate carbon consumption, each Forecast Carbon Footprint shall be varied by the unit activity carbon rate

relevant to the addition or reduction of each Accrued or De-Accrued item of Project Network Part.

4.1.4 Whenever such an Accrual or De-Accrual of Project Network Parts pursuant to clause 50 (*Accrual and De-Accrual of Project Network Parts*) is expected to cause an increase or decrease in aggregate water consumption, each Forecast Water Footprint shall be varied by the unit activity water rate relevant to the addition or reduction of each Accrued or De-Accrued item of Project Network Part.

4.1.5 The Accrual Adjustment shall be effective from the first day of the Month following the date on which the relevant Accrual and/or De-Accrual occurred.

## 5. CALCULATION OF MONTHLY PERFORMANCE ADJUSTMENTS

### 5.1 Performance Adjustment Calculation

5.1.1 In the event that the Service Provider fails to comply with the Performance Requirements set out in Performance Standards 1 to 10 of schedule 2 (*Output Specification*), once the Grace Period has elapsed, or at an earlier date should works be completed prior to the expiry of the Grace Period, or from Service Commencement should a Grace Period not be applicable, then the Service Provider shall incur, in respect of each such failure, a Performance Adjustment.

5.1.2 If a Performance Failure occurs which results in the Service Provider failing to meet or comply with two (2) or more Performance Requirements within the same Performance Standard then the Service Provider will only be liable for the Performance Adjustment with the highest monetary value.

5.1.3 The Performance Adjustment in respect of Month  $m$  ( $PA_m$ ) shall be calculated in accordance with the following formula:

$$PA_m = \sum_{PRI}^N (PA_{m,n}) \times ((1-X) + (X \times I_n))$$

where:

$N =$  number of Performance Requirements in respect of which there have been Performance Failures in Month  $m$

$I_n =$   $RPIX_n / RPIX_0$  (as defined in paragraph 2.2 (Annual Unitary Charge; Indexation))

$PA_{mn} =$  the Performance Adjustment for Month  $m$  for Performance Requirement  $n$  being  $\sum_{EC1}^P (PA_{ecp})$

where:

$P =$  number of Event Criterion affected by a Performance Failure

$PA_{ecp} =$  the Performance Adjustment for Event Criterion  $p$  being  $\sum_{API}^Q (EF_{cpq}) X (AV_{cpq})$

where:

$Q =$  the number of Adjustment Periods beginning in Month  $m$  during which the Performance Failure is not rectified

$AV_{cpq} =$  the Adjustment Value for the Performance Failure (see Table 3 below)

$EF_{cpq} =$  the escalation factor for Adjustment Period  $q$  being  $1 + (EV \times AP_{total}) - EV$

where:

$EV =$  the Escalation Value (see Table 5 below) for the Performance Failure

AP<sub>total</sub>

the number of Adjustment Periods in total by which the Performance Failure has not been rectified in Adjustment Period q (including Adjustment Period q)

Table 3: Adjustment Type and Value

| Adjustment Type | Description   | Adjustment Value<br>£ |
|-----------------|---|-----------------------|
| 1               | Failure to report correctly   | ██████                |
| 2               | Placing the Authority in breach of its duties   | ██████                |
| 3               | Compromising public or operator safety  | ██████                |
| 4               | Not used  |                       |
| 5               | Failure to maintain network standards   | ██████                |
| 6               | Causing the Project Network not to operate efficiently  | ██████                |
| 7               | Failure to meet the Output Specification (where there is no consequent impact)  | ██████                |
| 8               | Failure to respond to an administrative requirement of the Output Specification where the response should have been to an entity other than the Authority | ██████                |
| 9               | Failure to respond to an administrative requirement of the Output Specification where the response should have been to the Authority                      | ██████                |
| 10              | Failure to achieve the District Wight Carriageway Condition Index   |                       |
|                 | District Average H1   | ██████                |
|                 | District Average H2   | ██████                |
|                 | District Average H3   | ██████                |
|                 | District Average H4 and H4A   | ██████                |

|    |  |  |
|----|--|--|
| 11 | Failure to achieve the District Footway, Paved Verge, Verge Crossing, Footpaths and Cycleway Condition Index |  |
|    | Primary  | ████████                               |
|    | Local  | ████████                               |
| 12 | Failure to achieve the District Kerb, Step and Channel Block requirement                                     |  |
|    | Primary  | ████████                               |
|    | Local  | ████████                               |
| 13 | Lighting Failure   | See Table 4: In Light Adjustment Value |
| 14 | Failure to meet environmental elements of the Output Specification   | ████████                               |
| 15 | Failure to achieve the Wight Car Park Condition Index  | ████████                               |

Table 4: In Light Adjustments

| Lights in Light | Adjustment Value - £ | Escalation Type | Service Termination Type | Default Termination Type |
|-----------------|----------------------|-----------------|--------------------------|--------------------------|
| 98-98.99%       | ████████             | █               | █                        |                          |
| 97-97.99%       | ████████             | █               | █                        |                          |
| 96-96.99%       | ████████             | █               | █                        |                          |
| 95-95.99%       | ████████             | █               | █                        |                          |
| <95%            | ████████             | █               | █                        |                          |

Table 5: Escalation Type and Value

| Escalation Type | Description   | Escalation Value |
|-----------------|---|------------------|
| 1               | The basic deduction is applied for failure to rectify in the Rectification Period and the deduction is increased by [REDACTED] for failure to rectify in each Adjustment Period. Thus failure to rectify in Rectification Period, deduction is [REDACTED] basic; failure to rectify in each subsequent Adjustment Period the deduction is [REDACTED]          | [REDACTED]       |
| 2               | The basic deduction is applied for failure to rectify in the Rectification Period and the deduction is increased by [REDACTED] for failure to rectify in each Adjustment Period. Thus failure to rectify in the Rectification Period, deduction is [REDACTED] basic; failure to rectify in each subsequent Adjustment Period the deduction is [REDACTED] etc. | [REDACTED]       |
| 3               | The same deduction is applied for failure to rectify in the Rectification Period and each Adjustment Period   | [REDACTED]       |

5.1.4 No Performance Adjustment in relation to any Performance Standard may be imposed other than in accordance with the terms and procedures set out in this schedule 4 (*Payment Mechanism*).

5.1.5 The Rectification Period shall be deemed to commence from the time and date that the Service Provider first became aware or should reasonably have become aware, had it been carrying out the Services and its other obligations under the Contract in accordance with the requirements of the Contract, of the relevant event or failure to meet a Performance Requirement.

5.1.6 Performance Adjustments shall begin to accrue from the expiry of the relevant Rectification Period or (where no Rectification Period is specified) from the date and time at which the Service Provider first became aware of or should reasonably have become aware, had it been carrying out the Services and its other obligations under the Contract in accordance with the requirements of the Contract, of the failure to meet a Performance

Requirement, and shall continue to accrue in respect of each Adjustment Period that commences prior to Rectification.

- 5.1.7 Performance Adjustments shall cease to accrue from the time that the relevant event or failure to meet a Performance Requirement has been rectified save as otherwise expressly stated in this schedule 4 (*Payment Mechanism*).

## 6. CARBON ADJUSTMENT

### 6.1 Carbon Adjustment

6.1.1 The Service Provider shall set out in the Draft Monthly Payment Report submitted to the Authority in the second Month of the second and each subsequent Contract Year (and also in that Draft Monthly Payment Report submitted in accordance with Clause 56.14 (*Final Payment*) of the Contract) any Operational Carbon adjustment (CA) arising during the previous Contract Year including any Capital Carbon adjustment at the end of the CIP (CIPCA).

6.1.2 Adjustments will apply for both under and over-achievement against the relevant Forecast Carbon Footprint. An adjustment will only apply if the Actual Carbon Footprint is greater than [REDACTED] or less than [REDACTED] of the Forecast Carbon Footprint, and between these values no adjustment applies.

6.1.3 For the avoidance of doubt, there is no Carbon Adjustment in the first year of the Contract.

### 6.2 Operational Carbon

6.2.1 An Operational Carbon adjustment shall apply in the event that the Actual Carbon Footprint for Operational Carbon is greater than [REDACTED] or less than 95% of the Forecast Carbon Footprint for each year of the Contract.

6.2.2 Subject to paragraph 6.1.3 and 6.2.3, the Operational Carbon adjustment ("CA<sub>m</sub>") for Month *m* in Contract Year *n* shall be calculated in accordance with the following formula:

$$CA_m = \frac{CA_{n-1}}{12}$$

where:

$$CA_n = (\text{Actual Carbon Footprint} - \text{Forecast Carbon Footprint}) \times X$$



X =

The CRC carbon price value per tonne published by the Department of Energy and Climate Change (or any successor government department or agency) in place at the start of each Contract Year, which as at the date of this Contract is [REDACTED] in the event of the Actual Carbon Footprint for Contract Year *n-1* being in excess of [REDACTED] of the Forecast Carbon Footprint for Contract Year *n-1*,

or [REDACTED] per tonne in the event of the Actual Carbon Footprint for Contract Year *n-1* being less than [REDACTED] of the Forecast Carbon Footprint for Contract Year *n-1*.

- 6.2.3 Subject to clause 56.14 (*Final Payment*) of the Contract the value of the Operational Carbon adjustment (if any) shall be paid pursuant to paragraph 6 of this schedule 4 (*Payment Mechanism*) as a monthly adjustment to the Monthly Payment for a period of twelve (12) months from the Month in which the Actual Monthly Payment Report containing the Operational Carbon adjustment is included.

### 6.3 Capital Carbon

- 6.3.1 A Capital Carbon adjustment shall apply in the event that the Actual Carbon Footprint for Capital Carbon is greater than [REDACTED] or less than [REDACTED] of the Forecast Carbon Footprint during CIP.

- 6.3.2 Subject to paragraph 6.1.3 and 6.3.3, the Capital Carbon adjustment (“CIPCA<sub>m</sub>”) for Month *m* shall be calculated at the end of the CIP in accordance with the following formula:

$$\text{CIPCA}_m = \frac{\text{CIPCA}}{12}$$

where:

$CIPCA =$  (Actual Carbon Footprint – Forecast Carbon Footprint)  $\times X$

$X =$  The CRC carbon price value per tonne published by the Department of Energy and Climate Change (or any successor government department or agency) in place at the start of each Contract Year, which as at the date of this Contract is [REDACTED] in the event of the Actual Carbon Footprint for Capital Carbon being in excess of [REDACTED] of the Forecast Carbon Footprint for Capital Carbon,

or [REDACTED] per tonne in the event of the Actual Carbon Footprint for Capital Carbon being less than [REDACTED] of the Forecast Carbon Footprint for Capital Carbon.

- 6.3.3 Subject to clause 56.14 (*Final Payment*) of the Contract the value of the Capital Carbon adjustment (if any) shall be paid pursuant to paragraph 6 (*Carbon Adjustment*) of this schedule 4 (*Payment Mechanism*) as a monthly adjustment to the Monthly Payment for a period of twelve (12) months from the Month in which the Actual Monthly Payment Report containing the Capital Carbon adjustment is included.

## 7 AVAILABILITY ADJUSTMENT

- 7.1 The Availability Adjustment in respect of Month  $m$  ( $AVA_m$ ) shall be calculated by summing the availability adjustments for any Monitoring Lengths which are Unavailable during Month  $m$  in accordance with Attachment 2. Availability Adjustments shall be subject to indexation.

## 8 TERMINATION POINTS

### 8.1 Milestone Default Termination Point (MDTP)

- 8.1.1 If, in respect of a Milestone, on the date that is 12 Months following the applicable Planned Milestone Completion Date a Certificate of Completion for one or more PFI Districts has not been issued, the Authority shall notify the Service Provider of the same and in such notice award the Service Provider one (1) Milestone Default Termination Point which the Service Provider shall retain until the date on which such Certificate of Completion has been issued.
- 8.1.2 If, in respect of a Milestone, on the date that is 18 Months following the applicable Planned Milestone Completion Date a Certificate of Completion has not been issued for one or more PFI Districts, the Authority shall notify the Service Provider of the same and in such notice award the Service Provider one (1) Milestone Default Termination Point for each non-issued Certificate of Completion which the Service Provider shall retain until the date on which such Certificate of Completion has been issued.
- 8.1.3 Without prejudice to any other right, remedy, recourse or entitlement of the Authority under this Contract, the Service Provider shall, within ten (10) Business Days of each notification made in accordance with paragraph 8.1.1, submit to the Authority a Remedial Action Plan and revised Service Provider Programmes to reflect the implementation of such Remedial Action Plan for review in accordance with the Review Procedure.
- 8.1.4 Each Remedial Action Plan and revised Service Provider Programme produced pursuant to paragraph 8.1.3 shall be prepared in accordance with clause 21 of the Contract (*Service Provider Programmes*) and shall contain such detailed information as is necessary:

8.1.4.1 to allow the Authority to monitor the progress and likely future progress of the actions of the Service Provider in accordance with the Remedial Action Plan and revised Service Provider Programmes; and

8.1.4.2 to demonstrate to the Authority that all outstanding Milestones and the Core Investment Period Programme shall be completed on or prior to the Core Investment Period Longstop Date.

8.1.5 Where a Certificate of Completion in respect of a Milestone has been issued, any Milestone Default Termination Point issued in respect of such Milestone shall be cancelled.

8.1.6 If the MDTP Termination Threshold is reached, a Service Provider Default is triggered and the Authority may serve a Termination Notice in accordance with clause 75 (*Service Provider Default*) of the Contract.

**8.2 Service Default Termination Points (SDTP)**

8.2.1 In the event that the Service Provider fails to comply with the Performance Requirements set out in Performance Standards 1 to 10 of schedule 2 (*Output Specification*), and the applicable Grace Period and any applicable Rectification Period for that Performance Requirement has elapsed without such failure being Rectified, then the Service Provider shall accrue Service Default Termination Points according to the Service Default Termination Type identified for such Performance Requirement in schedule 2 (*Output Specification*).

8.2.2 Subject to paragraph 8.2.3 below, Service Default Termination Points accrue and wipe clean on the following basis:

Table 6: Service Default Termination Points

| Service Default Termination Type | Service Default Termination Points  | Wipe Clean Basis      |
|----------------------------------|-------------------------------------|-----------------------|
| 1                                | [REDACTED] per Event Criterion, per | Rolling 5 Year period |

|   | Adjustment Period                            |                       |
|---|--|-----------------------|
| 2 | █ per Event Criterion, per Adjustment Period | Rolling 2 Year period |
| 3 | █ per Event Criterion, per Adjustment Period | Rolling 1 Year period |

8.2.3 Where a First Tier Sub-Contractor is replaced in accordance with clause 75.7.1 (Replacement of non-performing Sub-Contractors), any Service Default Termination Points attributable to the performance or non-performance of that replaced First Tier Sub-Contractor will wipe clean on the appointment of the replacement First Tier Sub-Contractor.

8.2.4 Where the SDTP Threshold 1 (█ Service Default Termination Points) is reached, the Service Provider is required to develop, within 20 working days of the SDTP Threshold 1 being reached, a Remedial Action Plan detailing the steps to be taken to Rectify the causes of the failure;

8.2.5 Where the SDTP Threshold 2 (█ Service Default Termination Points) is reached, the Service Provider is required to develop, prepared with an expert advisor at the Service Provider's own cost, within 10 working days of the SDTP Threshold 2 being reached, a second Remedial Action Plan detailing the steps to be taken to Rectify the cause of the failure;

8.2.6 Where the SDTP Termination Threshold (█ Service Default Termination Points) is reached, a Service Provider Default is triggered and the Authority may serve a Termination Notice in accordance with clause 75 (*Service Provider Default*) of the Contract.

9 Not used

10 Handback

10.1 Any payment in respect of monies due to the Service Provider from the Retention Fund Account shall be paid in accordance with Clause 82 (*Handback Procedure*) of the Contract.

11 WATER ADJUSTMENT

11.1 Water Adjustment

11.1.1 The Service Provider shall set out in the Draft Monthly Payment Report submitted to the Authority in the second Month of the second and each subsequent Contract Year (and also in that Draft Monthly Payment Report submitted in accordance with Clause 56.14 (*Final Payment*) of the Contract) any Operational Water adjustment (WA) arising during the previous Contract Year including any Capital Embedded Water adjustment at the end of the CIP (CIPWA).

11.1.2 Adjustments will apply for both under and over-achievement against the relevant Forecast Water Footprint. An adjustment will only apply if the Actual Water Footprint is greater than [REDACTED] or less than [REDACTED] of the Forecast Water Footprint, and between these values no adjustment applies.

11.1.3 For the avoidance of doubt, there is no Water Adjustment in the first year of the Contract.

11.2 Operational Water

11.2.1 An Operational Water adjustment shall apply in the event that the Actual Water Footprint for Operational Water is greater than [REDACTED] or less than [REDACTED] of the Forecast Water Footprint for each year of the Contract.

11.2.2 Subject to paragraph 11.1.3 and 11.2.3, the Operational Water adjustment (“WA<sub>m</sub>”) for Month *m* in Contract Year *n* shall be calculated in accordance with the following formula:

$$WA_n = \frac{WA_{n-1}}{12}$$

where:

$$WA_n = (\text{Actual Water Footprint} - \text{Forecast Water Footprint}) \times X$$

$X =$  Commercial charge per cubic metre set by Southern Water for a metered business, as is in place at the start of each Contract Year which, as at the date of this Contract is [REDACTED] in the event of the Actual Water Footprint for Contract Year  $n-1$  being in excess of [REDACTED] of the Forecast Water Footprint for Contract Year  $n-1$ , or [REDACTED] per  $m^3$  in the event of the Actual Water Footprint for Contract Year  $n-1$  being less than [REDACTED] of the Forecast Water Footprint for Contract Year  $n-1$ .

11.2.3 Subject to clause 56.14 (*Final Payment*) of the Contract the value of the Operational Water adjustment (if any) shall be paid pursuant to paragraph 11 (*Water Adjustment*) of this schedule 4 (*Payment Mechanism*) as a monthly adjustment to the Monthly Payment for a period of twelve (12) months from the Month in which the Actual Monthly Payment Report containing the Operational Water adjustment is included.

**11.3 Capital Embedded Water**

11.3.1 A Capital Embedded Water adjustment shall apply in the event that the Actual Water Footprint for Capital Embedded Water is greater than [REDACTED] or less than [REDACTED] of the Forecast Water Footprint during the CIP.

11.3.2 Subject to paragraph 11.1.3 and 11.3.3 the Capital Embedded Water adjustment ("CIPWA<sub>m</sub>") shall be calculated at the end of the CIP in accordance with the following formula:

$$\text{CIPWA}_m = \frac{\text{CIPWA}}{12}$$

where:

$\text{CIPWA} =$  (Actual Water Footprint – Forecast Water Footprint) x X

X = Commercial charge per cubic metre set by Southern Water for a metered business, as is in place at the start of each Contract Year which, as at the date of this Contract is [REDACTED] in the event of the Actual Water Footprint for Capital Embedded Water being in excess of [REDACTED] of the Forecast Water Footprint for Capital Embedded Water,

or [REDACTED] per m<sup>3</sup> in the event of the Actual Water Footprint for Capital Embedded Water being less than [REDACTED] of the Forecast Water Footprint for Capital Embedded Water.

11.3.3 Subject to clause 56.14 (*Final Payment*) of the Contract the value of the Capital Embedded Water adjustment (if any) shall be paid pursuant to paragraph 11 (*Water Adjustment*) of this schedule 4 (*Payment Mechanism*) as a monthly adjustment to the



Monthly Payment for a period of twelve (12) months from the Month in which the Actual Monthly Payment Report containing the Capital Embedded Water adjustment is included.

**ATTACHMENT 1 TO SCHEDULE 4 (PAYMENT MECHANISM)**

A.1.1 The Alternative Lighting Forecast Consumption Adjustment (“*AltLFCA*”), for each electricity tariff band (ETB), shall be calculated from time to time whenever the Authority requires the Service Provider to change the current lighting regime. The value of *AltLFCA* shall be calculated in accordance with the following formula:

$$AltLFCA = SwitchLA + DimLA$$

where:

$$SwitchLA = \sum_{toN} (s \times n \times h);$$

*s* = the relevant forecast energy saving in kWh (as applicable) for the relevant category of Powered Apparatus for each hour that the relevant item of Powered Apparatus is switched off as set out in Table 7 completed in accordance with paragraph A1.2 below;

*n* = the number of units of Powered Apparatus within the relevant category of Powered Apparatus to which the new regime relates;

*h* = the number of hours in the relevant Month for which an item of Powered Apparatus within the relevant category is switched off in excess of the period under the current switching regime;

$$DimLA = \sum_{toN} (d \times n \times h \times (1 - perc))$$

*d* = the forecast energy saving in kWh (as applicable) for the relevant category of Powered Apparatus for each hour that the item of Powered Apparatus is dimmed as set out in Table 8 completed in

accordance with paragraph A1.2 below;

$n =$  the number of units of Powered Apparatus within the relevant category to which the new regime relates;

$h =$  the number of hours in the relevant Month for which an item of Powered Apparatus within the relevant category is dimmed in excess of the period under the current dimming regime; and

$perc =$  the percentage of output that the Powered Apparatus is dimmed to under the revised dimming regime (as a percentage of the output for that item of Powered Apparatus under the original dimming regime).

**Table 7: Summary of Variables used in the Calculation of SwitchLA**

| Category of Powered Apparatus | Powered Apparatus description | Forecast energy saving in kWh for each hour that the item of Powered Apparatus is switched off (s) | Number of units of each category of Powered Apparatus for which the new regime relates (n) | Number of hours for which each item of Powered Apparatus is switched off in excess of the period under the current switching regime (h) |
|-------------------------------|-------------------------------|--|--|---|
| 1-N                           |                               |  |  |   |
|                               |                               |  |  |   |
|                               |                               |  |  |   |
|                               |                               |  |  |   |
|                               |                               |  |  |   |
|                               |                               |  |  |   |

**Table 8: Summary of Variables used in the Calculation of DimLA**

| Category of Powered Apparatus<br><br>I-N | Powered Apparatus description | Forecast Energy Saving in kWh for each hour that the item of Powered Apparatus is dimmed (d) | Number of units of each category of Powered Apparatus for which the new regime relates (n) | Number of hours for which each item of Powered Apparatus is dimmed in excess of the period under the current dimming regime (h) | Percentage of output that the Powered Apparatus is dimmed to under the revised dimming regime (perc) |
|--|-------------------------------|--|--|---|--|
|  |                               |  |  |   |  |
|  |                               |  |  |   |  |
|  |                               |  |  |   |  |
|  |                               |  |  |   |  |
|  |                               |  |  |   |  |
|  |                               |  |  |   |  |

A.1.2 Prior to any amendment to the switching or dimming regime the Parties shall agree acting reasonably the appropriate entries for Table 7 and/or Table 8 of this schedule 4 (*Payment Mechanism*). The Authority shall notify the Service Provider the details of any changes it wishes to make to the lighting regime no less than ten (10) Business Days in advance of the Monthly Project Meeting. The Service Provider shall provide the Authority with details of the proposed impact of the changes (including but not limited to the appropriate entries for Table 7 and/or Table 8 of this schedule 4 (*Payment Mechanism*) for which the Service Provider shall give due consideration to Balancing and Settlement Code Procedure 520 and other industry standard information) no less than five (5) Business Days in advance of the Monthly Project Meeting. The Parties shall discuss and agree the changes required as a result of the proposed lighting regime at the Monthly Project Meeting following which any changes can be implemented by the Service Provider. If the Parties are unable to agree the changes required they shall be determined in accordance with clause 83 (*Dispute Resolution Procedure*) of this Contract.

A.1.3 Any switching off and/or dimming regime in place at the date of this Contract shall be reflected in the forecast electricity consumption in schedule 8 (*Forecast Consumption*) of this Contract as at the date of the Contract and the adjustment *AltLFCA* will not be utilised for that particular switching off and/or dimming regime. The Authority will inform the Service Provider when the switching off and/or dimming period is to end. If this differs from that expected as at the date of the Contract, the Service Provider shall provide updated versions of the forecast electricity consumption in schedule 8 (*Forecast Consumption*) of this Contract. All updated forecasts are subject to the review and approval of the Authority who reserves the right to request a revision or determination in accordance with clause 83 (*Dispute Resolution Procedure*) of this Contract.

## ATTACHMENT 2 TO SCHEDULE 4 (PAYMENT MECHANISM)

### Availability Matrix

#### 1 Introduction

- 1.1 The Project Network has comparatively limited diversionary routes compared to the mainland. The Service Provider is therefore required to manage road space availability to achieve a balance between the needs of the Island's travelling public (including tourists) and the requirements for road closures to upgrade, operate and maintain the Project Network. The Availability Matrix sets out when Monitoring Lengths are available for the Service Provider to upgrade, operate and maintain the Project Network free of any deductions. The availability of the Monitoring Lengths is dependant on road hierarchy, rural or urban nature of the road, traffic sensitivity, special events on the Island, season, Public Holiday Periods, day of the week and peak and non-peak hours.
- 1.2 Relevant definitions are contained in schedule 1 (*Definitions*).
- 1.3 All works carried out under the Availability Matrix must be in accordance with the New Roads and Street Works Act 1991 and Traffic Management Act 2004.

#### 2 Application

- 2.1 The Base Case Summer Deduction Matrix and Base Case Winter Deduction Matrix apply for all Monitoring Lengths for the stipulated summer and winter periods.
- 2.2 Public Holidays Periods are identified in Table 17 as "Unavailable" and will incur a premium deduction as identified in Table 14. Public Holiday Periods are periods when the whole Project Network is Unavailable regardless of road hierarchy, rural or urban nature of the road, traffic sensitivity, special events on the Island, season, day of the week, peak and non-peak hours, and the relevant Premium Deduction overrides all others.
- 2.3 The Traffic Sensitive GIS Layer Summer Weekday/Saturday/Sunday, and Traffic Sensitive GIS Layer Winter Weekday/Saturday/Sunday detail Monitoring Lengths which are Traffic Sensitive.
- 2.4 For any Monitoring Length detailed as being Traffic Sensitive the relevant Availability Deduction, detailed in the Traffic Sensitive Deduction Matrix or the Premium Deduction Matrix applies, overriding the Base Case Summer Deduction Matrix or Base Case Winter Deduction Matrix (as applies) at 2.1 above.
- 2.5 Outside of the times where a Monitoring Length is deemed Traffic Sensitive, the Availability Deduction from the relevant Base Case Summer Deduction Matrix and Base Case Winter Deduction Matrix (as appropriate) applies.
- 2.6 The Category A Special Events GIS Layer for the Category A Special Events applies for the duration of the relevant Category A Special Event and overrides the various Traffic Sensitive GIS Layers.

- 2.7 For Category A Special Events the appropriate Availability Deduction from the Premium Deduction Matrix applies overriding the Base Case Summer Deduction Matrix, Base Case Winter Deduction Matrix and Traffic Sensitive Deduction Matrix.
- 2.8 For those Monitoring Lengths not detailed in the Category A Special Events GIS Layer the relevant Base Case Summer Deduction Matrix or Base Case Winter Deduction Matrix or Traffic Sensitive Deduction Matrix applies.
- 2.9 For the avoidance of doubt the following is the order of precedence:

Table 9: Priority of GIS Layers and Matrixes

| Priority | GIS Layer   | Matrix  |
|----------|---|---|
| 1        | Category A Special Events                         | Premium Deduction Matrix  |
| 2        | Traffic Sensitive GIS Layers<br>Summer and Winter | Traffic Sensitive Deduction Matrix or Premium Deduction Matrix as appropriate |
| 3        |   | Base Case Winter Deduction Matrix/Base Case Summer Deduction Matrix           |

**3 The Scope of the Availability Matrix**

- 3.1 The Availability Matrix requirements apply to the availability of Monitoring Lengths during the Core Investment Period, Lifecycle Replacement activities and Operation and Maintenance activities for the duration of the Contract.
- 3.2 The following components are exempt from the Availability Matrix:
  - Carriageway Treatments
    - Carriageway Treatments identified as Reconstruction or Strengthening (i.e. include the replacement of base and/or binder course), may be exempt from the application of the Availability Matrix, subject to Authority approval of the programme.
  - Capital Schemes
    - The Capital Schemes detailed within Table 3.11 of the Output Specification are exempt from the application of the Availability Matrix, and a programme of works will need to be agreed with the Authority before work commencement.
  - Winter Service

- The Winter Service is exempt from the application of the Availability Matrix as this is addressed within PS7 of the Output Specification.
- Traffic Sensitive Monitoring Lengths
  - For any Monitoring Length that has Traffic Sensitive restrictions of more than 12 hours a day for at least 5 days per week and in excess of the Base Case Summer Deduction Matrix Period the Service Provider has the option to provide the Authority with a programme of works. If a programme of works is subsequently approved by the Authority then such programmed work on such Monitoring Length will be exempt from the requirements of the Availability Matrix.
- Structure
  - Any works to a Structure requiring a partial or full lane closure exceeding 24 hours will require a programme of works to be agreed with the Authority prior to work commencement and when approved will be exempt from the requirements of the Availability Matrix.
- Drainage Schemes
  - The Drainage Schemes referred to in paragraph 3.4.9 of PS3 of the Output Specification that require a partial or full lane closure exceeding 24 hours will require a programme of works to be agreed with the Authority before work commencement and when approved will be exempt from the restrictions of the Availability Matrix.
- Highway Emergencies, Civil Emergencies and Emergencies
  - Any Highway Emergency, Civil Emergency, or Emergency as defined in schedule 1 (Definitions) and associated remediation activities are exempt from the restrictions of the Availability Matrix.
- Reactive Maintenance
  - Category 1 Defects as detailed in section 6.4.3 of the Output Specification are exempt from the restrictions of the Availability Matrix.
- Output Specification Requirements
  - Any Adjustment Period detailed in the Output Specification being equal to or less than 1 day is exempt from the restrictions of the Availability Matrix.
- Relief Event
  - On the occurrence of a Relief Event as detailed in schedule 1 (Definitions) and the undertaking of associated remediation activities, the Service Provider will be exempt from any restrictions imposed by the Availability Matrix in respect of the location affected by the Relief Event.
- Compensation Event



- On the occurrence of a Compensation Event the Service Provider will be exempt from any restrictions imposed by the Availability Matrix in respect of the location affected by the Compensation Event.
- Excusing Cause
  - On the occurrence of an Excusing Cause the Service Provider will be exempt from any restrictions imposed by the Availability Matrix in respect of the location affected by the Excusing Cause.
- Force Majeure Event
  - On the occurrence of a Force Majeure Event and the undertaking of associated remediation activities the Service Provider will be exempt from any restrictions imposed by the Availability Matrix in respect of the location affected by such Force Majeure event.

3.3 Only programmed works submitted in relation to items detailed in section 3.2 above are exempt from the requirements of the Availability Matrix.

**4 Rural/Urban Split**

4.1 The Project Network has been split into Urban and Rural sections based on the speed limits detailed in the table below:

Table 10: Rural and Urban Speed Limit Classification

| MPH | Rural/Urban |
|-----|-------------|
| 20  | Urban       |
| 30  | Urban       |
| 40  | Urban       |
| 50  | Rural       |
| 60* | Rural       |

\*Excluding Medina Way which is classified as Urban

**5 Service Provider Programmes**

5.1 All Service Provider Programmes are to be provided in accordance with PS 1 (Network Performance) of schedule 2 (Output Specification) – the criteria below will also need to be adhered to:

- Diversionary routes should not be adversely affected by any Service Provider or Statutory Undertaker works.
- Programmed works on Traffic Sensitive Monitoring Lengths should be scheduled to take place outside of the summer “tourist” period (01 May – 30 September).
- No works or associated diversionary routes shall impact on any Category A Special Events or designated traffic route associated with the Category A Special Event.
- Any overrun on the agreed programme will be subject to an Overrun Deduction in accordance with Table 11 Overrun Deductions (subject to indexation) below. Any Overrun Deduction will form part of the Availability Adjustment.

Table 11: Overrun Deductions (subject to indexation)

| Causing the Network to be Unavailable |             |                                |             |
|---------------------------------------|-------------|--------------------------------|-------------|
|                                       |             | Deduction per Occurrence       |             |
|                                       |             | Major Works and Standard Works | Minor Works |
|                                       | Hierarchy 1 | ██████████                     | ██████████  |
|                                       | Hierarchy 2 | ██████████                     | ██████████  |
|                                       | Hierarchy 3 | ██████████                     | ██████████  |
|                                       | Hierarchy 4 | ██████████                     | ██████████  |

## 6 Availability Adjustment

- 6.1 Any Availability Adjustment incurred under the Availability Matrix will be dealt with under paragraph 3.1 (*Calculation of Monthly Payment*) and paragraph 7 (*Availability Adjustment*) of schedule 4 (*Payment Mechanism*).
- 6.2 An Availability Adjustment will be made up of Availability Deductions. Availability Deductions will be made up of the deductions covered below and follow the order of precedence set out in the table below.

Table 12: Order of Precedence for Availability Deductions

| Priority | Availability Deduction      |
|----------|-----------------------------|
| 1        | Premium Deduction           |
| 2        | Traffic Sensitive Deduction |

|   |  |
|---|--|
| 3 | Base Case Winter Deduction Matrix or Base Case Summer Deduction Matrix |
|---|--|

6.3 All Availability Deductions are per Occurrence, subject to indexation, and are detailed in the:

- Traffic Sensitive Deduction Matrix - Table 13
- Premium Deduction Matrix - Table 14
- Base Case Summer Deduction Matrix - Table 15
- Base Case Winter Deduction Matrix - Table 16

6.4 Premium deductions are detailed in the Premium Deduction Matrix. Premium deductions are subject to indexation and are levied to Monitoring Lengths that are in the vicinity of ferry ports, have a strategic importance, and include those Monitoring Lengths affected by Category A Special Events. Monitoring Lengths affected by the premium deductions are detailed in the Traffic Sensitive GIS layer Summer Saturday/Traffic Sensitive GIS layer Winter Saturday/Traffic Sensitive GIS layer Summer Sunday/Traffic Sensitive GIS layer Winter Sunday/Traffic Sensitive GIS layer Summer Weekday/Traffic Sensitive GIS layer Winter Weekday and/or Category A Special Events GIS Layer. Premium deductions are also applicable during Public Holiday Periods.

6.5 Any mobile works/maintenance will be subject to the constraints of the Availability Matrix. However because of its mobile nature of works any deduction incurred under either the Base Case Summer Deduction Matrix/Base Case Winter Deduction Matrix and Traffic Sensitive Deduction Matrix will be at a maximum of capped at five individual Monitoring Lengths. Premium Deduction Occurrences will remain unlimited.

6.6 Where Service Provider works are carried out in Non-Working Time on roads that are not Traffic Sensitive then the relevant Non-Working Time deduction from the Base Case Summer Deduction Matrix or Base Case Winter Deduction Matrix applies.

6.7 Where Service Provider works are carried out in Non-Working Time on roads that are Traffic Sensitive then the relevant deduction detailed in the Traffic Sensitive Deduction Matrix applies per Occurrence.

Traffic Sensitive Deduction Matrix - Table 13 (subject to indexation)

| Availability Matrix - Traffic Sensitive Deduction Matrix |                        |           |
|--|------------------------|-----------|
| Hierarchy  | Period Winter & Summer | Deduction |
| 1  | Weekdays               |           |
| 1  | Saturday               |           |

|            |          |                        |
|------------|----------|------------------------|
| 1          | Sunday   | [Redacted]             |
| 2          | Weekdays | [Redacted]             |
| 2          | Saturday | [Redacted]             |
| 2          | Sunday   | [Redacted]             |
| 3          | Weekdays | [Redacted]             |
| 3          | Saturday | [Redacted]             |
| 3          | Sunday   | [Redacted]             |
| 4          | Weekdays | [Redacted]             |
| 4          | Saturday | [Redacted]             |
| 4          | Sunday   | [Redacted]             |
| Key        |          |                        |
| [Redacted] |          | Availability Deduction |

- Premium Deduction Matrix - Table 14 (subject to indexation)

| Availability Matrix - Premium Deduction Matrix |                        |                        |                                 |            |
|--|------------------------|------------------------|---------------------------------|------------|
| Hierarchy                                      | Period Winter & Summer | Deduction              | Public Holiday Periods          | Deduction  |
| 1  | Weekdays               | [Redacted]             | Dates as identified in Table 17 | [Redacted] |
| 1  | Saturday               | [Redacted]             |                                 |            |
| 1  | Sunday                 | [Redacted]             |                                 |            |
| 2  | Weekdays               | [Redacted]             |                                 |            |
| 2  | Saturday               | [Redacted]             |                                 |            |
| 2  | Sunday                 | [Redacted]             |                                 |            |
| 3  | Weekdays               | [Redacted]             |                                 |            |
| 3  | Saturday               | [Redacted]             |                                 |            |
| 3  | Sunday                 | [Redacted]             |                                 |            |
| 4  | Weekdays               | [Redacted]             |                                 |            |
| 4  | Saturday               | [Redacted]             |                                 |            |
| 4  | Sunday                 | [Redacted]             |                                 |            |
| Key  |                        |                        |                                 |            |
| [Redacted]                                     |                        | Availability Deduction |                                 |            |

**7 Availability Matrix Components**

7.1 The Availability Matrix has the following components:

- Base Case Summer Deduction Matrix - Table 15

- Gives the Deemed Available, Unavailable and Non-Working Time periods, including relevant deductions, for Monitoring Lengths for the period 01 May – 30 September. The Base Case Summer Deduction Matrix also applies for the School Easter Holiday period, which will be published annually Base Case Winter Deduction Matrix - Table 16
- Gives the Deemed Available, Unavailable and Non-Working Time periods, including relevant deductions, for Monitoring Lengths for the period of the 01 October – 30 April.
- Traffic Sensitive Deduction Matrix - Table 13
  - Applies to any Monitoring Length that is Deemed Traffic Sensitive by either the Traffic Sensitive GIS Layer Summer (Weekday/Saturday/Sunday) or Traffic Sensitive GIS Layer Winter (Weekday/Saturday/Sunday) and includes the relevant deductions for the Traffic Sensitive periods.
- Premium Deduction Matrix - Table 14
  - Applies to those Monitoring Lengths defined as Premium in the Traffic Sensitive GIS Layer Summer (Weekday, Saturday, Sunday) and Traffic Sensitive GIS Layer Winter (Weekday, Saturday, Sunday) and Monitoring Lengths affected by a Category A Special Event in the Category A Special Events GIS Layer and contains the relevant deductions. The Premium Deduction Matrix also applies during Public Holiday Periods.
- Traffic Sensitive GIS Layer Summer (Weekday, Saturday, Sunday)
  - GIS layer of the Traffic Sensitive Monitoring Lengths on the Project Network for the period 01 May – 30 September for weekdays, Saturday and Sunday to be used in conjunction with the Traffic Sensitive Deduction Matrix. Outside of Traffic Sensitive times detailed in the GIS layer, the Base Case Summer Matrix applies. The Base Case Summer Deduction Matrix also applies for the School Easter Holiday period.
- Traffic Sensitive GIS Layer Winter (Weekday, Saturday, Sunday)
  - GIS layer of the Traffic Sensitive Monitoring Lengths on the Project Network for the period 01 October – 30 April for weekdays, Saturday and Sunday to be used in conjunction with the Traffic Sensitive Deduction Matrix. Outside of Traffic Sensitive times detailed in the GIS layer the Base Case Winter Deduction Matrix applies.
- Category A Special Events GIS Layer
  - Category A Special Events, detailed in the Contract, have a GIS layer detailing the Traffic Sensitive Monitoring Lengths for the three specific events. The GIS layer does not contain the details of roads that will require traffic management.
- Speed Limit GIS Layers
  - Detail the speed limits for the Isle of Wight Project Network.

## 8 Traffic Sensitivity Criteria

8.1 The Traffic Sensitivity of a road has been defined by the following criteria:

- Traffic flow am – Monitoring Lengths that have a traffic flow of more than 250 vehicles per lane, per hour
- Tourist destinations – summer period (01 May – 30 September) Monitoring Lengths in the close vicinity of tourist attractions and the main tourist routes
- Commercial – parts of the highway network that in the peak or off peak season provide access to and from commercial properties that would be adversely affected by traffic restrictions
- Limited diversionary routes – where the highway network has limited diversionary routes
- Ferry ports – highways network in close vicinity to ferry ports

Commuter routes – linked to traffic flow AM data.

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Table 15 (subject to indexation)

| Availability Matrix - Base Case Summer Deduction Matrix |        |          |          |                     |                     |                     |                     |                     |  |
|---|--------|----------|----------|---------------------|---------------------|---------------------|---------------------|---------------------|--|
| Hierarchy   | Period | Location | Period   | 00:00:00 - 06:30:00 | 06:30:01 - 08:59:59 | 09:00:00 - 15:30:00 | 15:30:01 - 17:59:59 | 18:00:00 - 24:00:00 |  |
| 1   | Summer | Urban    | Weekdays | Deemed Available    | Deemed Available    | Deemed Available    | Deemed Available    | Deemed Available    |  |
| Hierarchy 1   | Period | Location | Period   | 00:00:00 - 06:30:00 | 06:30:01 - 09:59:59 | 10:00:00 - 15:30:00 | 15:30:01 - 17:59:59 | 18:00:00 - 24:00:00 |  |
| 1   | Summer | Urban    | Saturday | Deemed Available    | Deemed Available    | Deemed Available    | Deemed Available    | Deemed Available    |  |
| 1   | Summer | Urban    | Sunday   | Deemed Available    | Deemed Available    | Deemed Available    | Deemed Available    | Deemed Available    |  |
| Hierarchy 1   | Period | Location | Period   | 00:00:00 - 06:30:00 | 06:30:01 - 08:59:59 | 09:00:00 - 15:30:00 | 15:30:01 - 17:59:59 | 18:00:00 - 24:00:00 |  |
| 1   | Summer | Rural    | Weekdays | Deemed Available    | Deemed Available    | Deemed Available    | Deemed Available    | Deemed Available    |  |
| Hierarchy 1   | Period | Location | Period   | 00:00:00 - 06:30:00 | 06:30:01 - 09:59:59 | 10:00:00 - 15:30:00 | 15:30:01 - 17:59:59 | 18:00:00 - 24:00:00 |  |
| 1   | Summer | Rural    | Saturday | Deemed Available    | Deemed Available    | Deemed Available    | Deemed Available    | Deemed Available    |  |
| 1   | Summer | Rural    | Sunday   | Deemed Available    | Deemed Available    | Deemed Available    | Deemed Available    | Deemed Available    |  |
| Hierarchy 2   | Period | Location | Period   | 00:00:00 - 06:30:00 | 06:30:01 - 08:59:59 | 09:00:00 - 15:30:00 | 15:30:01 - 17:59:59 | 18:00:00 - 24:00:00 |  |
| 2   | Summer | Urban    | Weekdays | Deemed Available    | Deemed Available    | Deemed Available    | Deemed Available    | Deemed Available    |  |
| Hierarchy 2   | Period | Location | Period   | 00:00:00 - 06:30:00 | 06:30:01 - 09:59:59 | 10:00:00 - 15:30:00 | 15:30:01 - 17:59:59 | 18:00:00 - 24:00:00 |  |
| 2   | Summer | Urban    | Saturday | Deemed Available    | Deemed Available    | Deemed Available    | Deemed Available    | Deemed Available    |  |
| 2   | Summer | Urban    | Sunday   | Deemed Available    | Deemed Available    | Deemed Available    | Deemed Available    | Deemed Available    |  |
| Hierarchy 2   | Period | Location | Period   | 00:00:00 - 06:30:00 | 06:30:01 - 08:59:59 | 09:00:00 - 15:30:00 | 15:30:01 - 17:59:59 | 18:00:00 - 24:00:00 |  |
| 2   | Summer | Rural    | Weekdays | Deemed Available    | Deemed Available    | Deemed Available    | Deemed Available    | Deemed Available    |  |
| Hierarchy 2   | Period | Location | Period   | 00:00:00 - 06:30:00 | 06:30:01 - 09:59:59 | 10:00:00 - 15:30:00 | 15:30:01 - 17:59:59 | 18:00:00 - 24:00:00 |  |
| 2   | Summer | Rural    | Saturday | Deemed Available    | Deemed Available    | Deemed Available    | Deemed Available    | Deemed Available    |  |
| 2   | Summer | Rural    | Sunday   | Deemed Available    | Deemed Available    | Deemed Available    | Deemed Available    | Deemed Available    |  |

|           |        |          |          |                        |                     |                     |                     |                     |                  |
|-----------|--------|----------|----------|------------------------|---------------------|---------------------|---------------------|---------------------|------------------|
| 2         | Summer | Rural    | Saturday | Deemed Available       | Deemed Available    | Deemed Available    | Deemed Available    | Deemed Available    | Deemed Available |
| 2         | Summer | Rural    | Sunday   | Deemed Available       | Deemed Available    | Deemed Available    | Deemed Available    | Deemed Available    | Deemed Available |
| Hierarchy | Period | Location | Period   | 00:00:00 - 06:30:00    | 06:30:01 - 08:59:59 | 09:00:00 - 15:30:00 | 15:30:01 - 17:59:59 | 18:00:00 - 24:00:00 |                  |
| 3         | Summer | Urban    | Weekdays | Non Working Time       | Deemed Available    | Deemed Available    | Deemed Available    | Deemed Available    | Deemed Available |
| 3         | Summer | Urban    | Saturday | Non Working Time       | Deemed Available    | Deemed Available    | Deemed Available    | Deemed Available    | Deemed Available |
| 3         | Summer | Urban    | Sunday   | Non Working Time       | Deemed Available    | Deemed Available    | Deemed Available    | Deemed Available    | Deemed Available |
| 3         | Summer | Rural    | Weekdays | Deemed Available       | Deemed Available    | Deemed Available    | Deemed Available    | Deemed Available    | Deemed Available |
| 3         | Summer | Rural    | Saturday | Deemed Available       | Deemed Available    | Deemed Available    | Deemed Available    | Deemed Available    | Deemed Available |
| 3         | Summer | Rural    | Sunday   | Deemed Available       | Deemed Available    | Deemed Available    | Deemed Available    | Deemed Available    | Deemed Available |
| 4         | Summer | Urban    | Weekdays | Non Working Time       | Deemed Available    | Deemed Available    | Deemed Available    | Deemed Available    | Deemed Available |
| 4         | Summer | Urban    | Saturday | Non Working Time       | Deemed Available    | Deemed Available    | Deemed Available    | Deemed Available    | Deemed Available |
| 4         | Summer | Urban    | Sunday   | Non Working Time       | Deemed Available    | Deemed Available    | Deemed Available    | Deemed Available    | Deemed Available |
| 4         | Summer | Rural    | Weekdays | Deemed Available       | Deemed Available    | Deemed Available    | Deemed Available    | Deemed Available    | Deemed Available |
| 4         | Summer | Rural    | Saturday | Deemed Available       | Deemed Available    | Deemed Available    | Deemed Available    | Deemed Available    | Deemed Available |
| 4         | Summer | Rural    | Sunday   | Deemed Available       | Deemed Available    | Deemed Available    | Deemed Available    | Deemed Available    | Deemed Available |
| Key       |        |          |          |                        |                     |                     |                     |                     |                  |
|           |        |          |          | Deemed Available       |                     |                     |                     |                     |                  |
|           |        |          |          | Availability Deduction |                     |                     |                     |                     |                  |
|           |        |          |          | Non Working Time       |                     |                     |                     |                     |                  |

Table 16 (subject to indexation)



Isle of Wight Council Highways PFI

| Availability Matrix - Base Case Winter Deduction Matrix |        |          |          |                     |                     |                     |                     |                     |
|---|--------|----------|----------|---------------------|---------------------|---------------------|---------------------|---------------------|
| Hierarchy   | Period | Location | Period   | 00:00:00 - 06:30:00 | 06:30:01 - 08:59:59 | 09:00:00 - 15:30:00 | 15:30:01 - 17:59:59 | 18:00:00 - 24:00:00 |
| 1   | Winter | Urban    | Weekdays | Deemed Available    | Deemed Available    | Deemed Available    | Deemed Available    | Deemed Available    |
| 1   | Winter | Urban    | Saturday | Deemed Available    | Deemed Available    | Deemed Available    | Deemed Available    | Deemed Available    |
| 1   | Winter | Urban    | Sunday   | Deemed Available    | Deemed Available    | Deemed Available    | Deemed Available    | Deemed Available    |
| 1   | Winter | Rural    | Weekdays | Deemed Available    | Deemed Available    | Deemed Available    | Deemed Available    | Deemed Available    |
| 1   | Winter | Rural    | Saturday | Deemed Available    | Deemed Available    | Deemed Available    | Deemed Available    | Deemed Available    |
| 1   | Winter | Rural    | Sunday   | Deemed Available    | Deemed Available    | Deemed Available    | Deemed Available    | Deemed Available    |
| 2   | Winter | Urban    | Weekdays | Deemed Available    | Deemed Available    | Deemed Available    | Deemed Available    | Deemed Available    |
| 2   | Winter | Urban    | Saturday | Deemed Available    | Deemed Available    | Deemed Available    | Deemed Available    | Deemed Available    |
| 2   | Winter | Urban    | Sunday   | Deemed Available    | Deemed Available    | Deemed Available    | Deemed Available    | Deemed Available    |
| 2   | Winter | Rural    | Weekdays | Deemed Available    | Deemed Available    | Deemed Available    | Deemed Available    | Deemed Available    |
| 2   | Winter | Rural    | Saturday | Deemed Available    | Deemed Available    | Deemed Available    | Deemed Available    | Deemed Available    |
| 2   | Winter | Rural    | Sunday   | Deemed Available    | Deemed Available    | Deemed Available    | Deemed Available    | Deemed Available    |
| 3   | Winter | Urban    | Weekdays | Deemed Available    | Deemed Available    | Deemed Available    | Deemed Available    | Deemed Available    |
| 3   | Winter | Urban    | Saturday | Deemed Available    | Deemed Available    | Deemed Available    | Deemed Available    | Deemed Available    |

Isle of Wight Council Highways PFI

|            |        |       |                        |                  |                  |                  |                  |                  |                  |                  |
|------------|--------|-------|------------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| 3          | Winter | Urban | Sunday                 | Non-Working Time | Deemed Available | Deemed Available | Deemed Available | Deemed Available | Deemed Available | Deemed Available |
| 3          | Winter | Rural | Weekdays               | Deemed Available | Deemed Available | Deemed Available | Deemed Available | Deemed Available | Deemed Available | Deemed Available |
| 3          | Winter | Rural | Saturday               | Deemed Available | Deemed Available | Deemed Available | Deemed Available | Deemed Available | Deemed Available | Deemed Available |
| 3          | Winter | Rural | Sunday                 | Deemed Available | Deemed Available | Deemed Available | Deemed Available | Deemed Available | Deemed Available | Deemed Available |
| 4          | Winter | Urban | Weekdays               | Non-Working Time | Deemed Available | Deemed Available | Deemed Available | Deemed Available | Deemed Available | Deemed Available |
| 4          | Winter | Urban | Saturday               | Non-Working Time | Deemed Available | Deemed Available | Deemed Available | Deemed Available | Deemed Available | Deemed Available |
| 4          | Winter | Urban | Sunday                 | Non-Working Time | Deemed Available | Deemed Available | Deemed Available | Deemed Available | Deemed Available | Deemed Available |
| 4          | Winter | Rural | Weekdays               | Deemed Available | Deemed Available | Deemed Available | Deemed Available | Deemed Available | Deemed Available | Deemed Available |
| 4          | Winter | Rural | Saturday               | Deemed Available | Deemed Available | Deemed Available | Deemed Available | Deemed Available | Deemed Available | Deemed Available |
| 4          | Winter | Rural | Sunday                 | Deemed Available | Deemed Available | Deemed Available | Deemed Available | Deemed Available | Deemed Available | Deemed Available |
| <b>Key</b> |        |       |                        |                  |                  |                  |                  |                  |                  |                  |
|            |        |       | Deemed Available       |                  |                  |                  |                  |                  |                  |                  |
|            |        |       | Availability Deduction |                  |                  |                  |                  |                  |                  |                  |
|            |        |       | Non-Working Time       |                  |                  |                  |                  |                  |                  |                  |

Table 17

| Hierarchy | Period          | Location    | Period                 | 2013   | 2014   | 2015   | 2016   | 2017   | 2018   | 2019   | 2020   | 2021   | 2022   | 2023   | 2024   | 2025   | All Times      |
|-----------|-----------------|-------------|------------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|----------------|
|           |                 |             |                        | Jan-01 | Jan-01 | Jan-01 | Jan-01 | Jan-01 | Jan-01 | Jan-01 | Jan-01 | Jan-01 | Jan-01 | Jan-01 | Jan-01 | Jan-01 | Jan-01         |
| 1 to 4    | Summer & Winter | Urban/Rural | New Year's Day         |        |        |        |        |        |        |        |        |        |        |        |        |        | Unavailability |
| 1 to 4    | Summer & Winter | Urban/Rural | Saturday               |        |        |        |        |        |        |        |        |        |        |        |        |        | Unavailability |
| 1 to 4    | Summer & Winter | Urban/Rural | Sunday                 |        |        |        |        |        |        |        |        |        |        |        |        |        | Unavailability |
| 1 to 4    | Summer & Winter | Urban/Rural | Good Friday            | Mar-29 | Apr-18 | Apr-03 | Mar-25 | Apr-14 | Mar-30 | Apr-19 | Apr-10 | Apr-02 | Apr-15 | Apr-7  | Mar-29 | Apr-18 | Unavailability |
| 1 to 4    | Summer & Winter | Urban/Rural | Saturday               | Mar-30 | Apr-19 | Apr-04 | Mar-26 | Apr-15 | Mar-31 | Apr-20 | Apr-11 | Apr-03 | Apr-16 | Apr-8  | Mar-30 | Apr-19 | Unavailability |
| 1 to 4    | Summer & Winter | Urban/Rural | Sunday                 | Mar-31 | Apr-20 | Apr-5  | Mar-27 | Apr-16 | Apr-01 | Apr-21 | Apr-12 | Apr-04 | Apr-17 | Apr-9  | Mar-31 | Apr-20 | Unavailability |
| 1 to 4    | Summer & Winter | Urban/Rural | Easter Monday          | Apr-01 | Apr-21 | Apr-06 | Mar-28 | Apr-17 | Apr-02 | Apr-22 | Apr-13 | Apr-05 | Apr-18 | Apr-10 | Apr-01 | Apr-21 | Unavailability |
| 1 to 4    | Summer & Winter | Urban/Rural | Saturday               | May-04 | May-03 | May-02 | Apr-30 | Apr-29 | May-05 | May-04 | May-02 | May-01 | Apr-30 | Apr-29 | May-04 | May-03 | Unavailability |
| 1 to 4    | Summer & Winter | Urban/Rural | Sunday                 | May-05 | May-04 | May-03 | May-01 | Apr-30 | May-06 | May-05 | May-03 | May-02 | May-01 | Apr-30 | May-05 | May-04 | Unavailability |
| 1 to 4    | Summer & Winter | Urban/Rural | Early May Bank Holiday | May-06 | May-05 | May-04 | May-02 | May-01 | May-07 | May-06 | May-04 | May-03 | May-02 | May-01 | May-06 | May-05 | Unavailability |
| 1 to 4    | Summer & Winter | Urban/Rural | Saturday               | May-25 | May-24 | May-23 | May-28 | May-27 | May-26 | May-25 | May-23 | May-29 | May-28 | May-27 | May-25 | May-24 | Unavailability |
| 1 to 4    | Summer & Winter | Urban/Rural | Sunday                 | May-26 | May-25 | May-24 | May-29 | May-28 | May-27 | May-26 | May-24 | May-30 | May-29 | May-28 | May-26 | May-25 | Unavailability |
| 1 to 4    | Summer & Winter | Urban/Rural | Spring Bank Holiday    | May-27 | May-26 | May-25 | May-30 | May-29 | May-28 | May-27 | May-25 | May-31 | May-30 | May-29 | May-27 | May-26 | Unavailability |
| 1 to 4    | Summer & Winter | Urban/Rural | Saturday               | Aug-24 | Aug-23 | Aug-28 | Aug-27 | Aug-26 | Aug-25 | Aug-24 | Aug-29 | Aug-28 | Aug-27 | Aug-26 | Aug-24 | Aug-23 | Unavailability |
| 1 to 4    | Summer & Winter | Urban/Rural | Sunday                 | Aug-25 | Aug-24 | Aug-30 | Aug-28 | Aug-27 | Aug-26 | Aug-25 | Aug-30 | Aug-29 | Aug-28 | Aug-27 | Aug-25 | Aug-24 | Unavailability |
| 1 to 4    | Summer & Winter | Urban/Rural | Summer Bank Holiday    | Aug-26 | Aug-25 | Aug-31 | Aug-29 | Aug-28 | Aug-27 | Aug-26 | Aug-31 | Aug-30 | Aug-29 | Aug-28 | Aug-26 | Aug-25 | Unavailability |
| 1 to 4    | Summer & Winter | Urban/Rural | Saturday               |        |        |        | Dec-24 | Dec-23 |        |        |        | Dec-25 | Dec-24 | Dec-23 |        |        | Unavailability |
| 1 to 4    | Summer & Winter | Urban/Rural | Sunday                 |        |        |        | Dec-25 | Dec-24 |        |        |        | Dec-26 | Dec-25 | Dec-24 |        |        | Unavailability |
| 1 to 4    | Summer & Winter | Urban/Rural | Christmas Day          | Dec-25 | Dec-25 | Dec-25 | Dec-27 | Dec-25 | Dec-25 | Dec-25 | Dec-25 | Dec-27 | Dec-27 | Dec-25 | Dec-25 | Dec-25 | Unavailability |
| 1 to 4    | Summer & Winter | Urban/Rural | Boxing Day             | Dec-26 | Dec-26 | Dec-28 | Dec-26 | Dec-26 | Dec-26 | Dec-26 | Dec-28 | Dec-28 | Dec-26 | Dec-26 | Dec-26 | Dec-26 | Unavailability |
| 1 to 4    | Summer & Winter | Urban/Rural | Saturday               | Dec-28 | Dec-27 | Dec-26 |        | Dec-30 | Dec-29 | Dec-28 | Dec-26 |        |        | Dec-30 | Dec-28 | Dec-27 | Unavailability |
| 1 to 4    | Summer & Winter | Urban/Rural | Sunday                 | Dec-29 | Dec-28 | Dec-27 |        | Dec-31 | Dec-30 | Dec-29 | Dec-27 |        |        | Dec-31 | Dec-29 | Dec-28 | Unavailability |
| 1 to 4    | Summer & Winter | Urban/Rural | Saturday               |        |        |        | Dec-31 |        |        |        |        |        | Dec-31 |        |        |        | Unavailability |

Christmas Day falls on:  
 Deemed Available  
 Availability Deduction  
 Non Working Time  
 Unavailable

Table 17

|           |                 | Availability Matrix - Public Holiday Periods |                        |        |        |        |        |        |        |        |        |        |        |        |        |        |             |
|-----------|-----------------|--|------------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|-------------|
| Hierarchy | Period          | Location                                     | Period                 | 2025   | 2027   | 2028   | 2029   | 2030   | 2031   | 2032   | 2033   | 2034   | 2035   | 2036   | 2037   | 2038   | All Times   |
| 1 to 4    | Summer & Winter | Urban/Rural                                  | New Year's Day         | Jan-01 | Jan-01 | Jan-03 | Jan-01 | Jan-01 | Jan-01 | Jan-01 | Jan-01 | Jan-02 | Jan-01 | Jan-01 | Jan-01 | Jan-01 | Unavailable |
| 1 to 4    | Summer & Winter | Urban/Rural                                  | Saturday               | Jan-02 | Jan-02 | Jan-01 | Jan-01 | Jan-01 | Jan-01 | Jan-01 | Jan-01 | Jan-01 | Jan-01 | Jan-01 | Jan-01 | Jan-02 | Unavailable |
| 1 to 4    | Summer & Winter | Urban/Rural                                  | Sunday                 | Jan-03 | Jan-03 | Jan-02 | Jan-01 | Jan-01 | Jan-01 | Jan-01 | Jan-01 | Jan-01 | Jan-01 | Jan-01 | Jan-01 | Jan-03 | Unavailable |
| 1 to 4    | Summer & Winter | Urban/Rural                                  | Good Friday            | Apr-03 | Mar-26 | Apr-14 | Mar-30 | Apr-19 | Apr-11 | Mar-26 | Apr-15 | Apr-07 | Mar-23 | Apr-11 | Apr-03 |        | Unavailable |
| 1 to 4    | Summer & Winter | Urban/Rural                                  | Saturday               | Apr-04 | Mar-27 | Apr-15 | Mar-31 | Apr-20 | Apr-12 | Mar-27 | Apr-16 | Apr-08 | Mar-24 | Apr-12 | Apr-04 |        | Unavailable |
| 1 to 4    | Summer & Winter | Urban/Rural                                  | Sunday                 | Apr-05 | Mar-28 | Apr-16 | Apr-01 | Apr-21 | Apr-13 | Mar-28 | Apr-17 | Apr-09 | Mar-25 | Apr-13 | Apr-05 |        | Unavailable |
| 1 to 4    | Summer & Winter | Urban/Rural                                  | Easter Monday          | Apr-6  | Mar-29 | Apr-17 | Apr-02 | Apr-21 | Apr-14 | Mar-29 | Apr-18 | Apr-10 | Mar-26 | Apr-14 | Apr-06 |        | Unavailable |
| 1 to 4    | Summer & Winter | Urban/Rural                                  | Saturday               | May-02 | May-01 | Apr-29 | May-05 | May-04 | May-03 | May-01 | Apr-30 | Apr-29 | May-05 | May-03 | May-02 |        | Unavailable |
| 1 to 4    | Summer & Winter | Urban/Rural                                  | Sunday                 | May-03 | May-02 | Apr-30 | May-06 | May-05 | May-04 | May-02 | May-01 | Apr-30 | May-06 | May-04 | May-03 |        | Unavailable |
| 1 to 4    | Summer & Winter | Urban/Rural                                  | Early May Bank Holiday | May-04 | May-03 | May-01 | May-07 | May-06 | May-05 | May-03 | May-02 | May-01 | May-07 | May-05 | May-04 |        | Unavailable |
| 1 to 4    | Summer & Winter | Urban/Rural                                  | Saturday               | May-23 | May-29 | May-27 | May-26 | May-25 | May-24 | May-29 | May-28 | May-27 | May-26 | May-24 | May-23 |        | Unavailable |
| 1 to 4    | Summer & Winter | Urban/Rural                                  | Sunday                 | May-24 | May-30 | May-28 | May-27 | May-26 | May-25 | May-29 | May-28 | May-27 | May-26 | May-24 | May-23 |        | Unavailable |
| 1 to 4    | Summer & Winter | Urban/Rural                                  | Spring Bank Holiday    | May-25 | May-31 | May-29 | May-28 | May-27 | May-26 | May-29 | May-28 | May-27 | May-26 | May-24 | May-23 |        | Unavailable |
| 1 to 4    | Summer & Winter | Urban/Rural                                  | Saturday               | Aug-29 | Aug-28 | Aug-26 | Aug-25 | Aug-24 | Aug-23 | Aug-28 | Aug-27 | Aug-26 | Aug-25 | Aug-23 | Aug-29 |        | Unavailable |
| 1 to 4    | Summer & Winter | Urban/Rural                                  | Sunday                 | Aug-30 | Aug-29 | Aug-27 | Aug-26 | Aug-25 | Aug-24 | Aug-28 | Aug-27 | Aug-26 | Aug-25 | Aug-23 | Aug-29 |        | Unavailable |
| 1 to 4    | Summer & Winter | Urban/Rural                                  | Summer Bank Holiday    | Aug-31 | Aug-30 | Aug-28 | Aug-27 | Aug-26 | Aug-25 | Aug-30 | Aug-29 | Aug-28 | Aug-26 | Aug-24 | Aug-30 |        | Unavailable |
| 1 to 4    | Summer & Winter | Urban/Rural                                  | Saturday               | Dec-25 | Dec-25 | Dec-23 | Dec-24 | Dec-23 | Dec-25 | Dec-25 | Dec-24 | Dec-23 | Dec-25 | Dec-25 | Dec-25 |        | Unavailable |
| 1 to 4    | Summer & Winter | Urban/Rural                                  | Sunday                 | Dec-26 | Dec-26 | Dec-24 | Dec-25 | Dec-25 | Dec-25 | Dec-27 | Dec-25 | Dec-24 | Dec-25 | Dec-25 | Dec-25 |        | Unavailable |
| 1 to 4    | Summer & Winter | Urban/Rural                                  | Christmas Day          | Dec-25 | Dec-27 | Dec-25 | Dec-25 | Dec-25 | Dec-25 | Dec-27 | Dec-25 | Dec-24 | Dec-25 | Dec-25 | Dec-25 |        | Unavailable |
| 1 to 4    | Summer & Winter | Urban/Rural                                  | Boxing Day             | Dec-26 | Dec-28 | Dec-26 | Dec-26 | Dec-26 | Dec-26 | Dec-28 | Dec-26 | Dec-25 | Dec-26 | Dec-26 | Dec-26 |        | Unavailable |
| 1 to 4    | Summer & Winter | Urban/Rural                                  | Saturday               | Dec-26 | Dec-28 | Dec-26 | Dec-26 | Dec-26 | Dec-27 | Dec-28 | Dec-26 | Dec-25 | Dec-26 | Dec-26 | Dec-26 |        | Unavailable |
| 1 to 4    | Summer & Winter | Urban/Rural                                  | Sunday                 | Dec-27 | Dec-29 | Dec-27 | Dec-27 | Dec-27 | Dec-27 | Dec-29 | Dec-27 | Dec-26 | Dec-27 | Dec-27 | Dec-26 |        | Unavailable |
| 1 to 4    | Summer & Winter | Urban/Rural                                  | Saturday               | Dec-27 | Dec-29 | Dec-27 | Dec-27 | Dec-27 | Dec-28 | Dec-29 | Dec-27 | Dec-26 | Dec-27 | Dec-27 | Dec-26 |        | Unavailable |
| 1 to 4    | Summer & Winter | Urban/Rural                                  | Sunday                 | Dec-28 | Dec-30 | Dec-28 | Dec-28 | Dec-28 | Dec-28 | Dec-30 | Dec-28 | Dec-27 | Dec-28 | Dec-28 | Dec-27 |        | Unavailable |
| 1 to 4    | Summer & Winter | Urban/Rural                                  | Saturday               | Dec-29 | Dec-31 | Dec-29 | Dec-30 | Dec-29 | Dec-28 | Dec-31 | Dec-29 | Dec-28 | Dec-30 | Dec-28 | Dec-27 |        | Unavailable |
| 1 to 4    | Summer & Winter | Urban/Rural                                  | Sunday                 | Dec-30 | Dec-31 | Dec-29 | Dec-30 | Dec-29 | Dec-28 | Dec-31 | Dec-29 | Dec-28 | Dec-30 | Dec-28 | Dec-27 |        | Unavailable |
| 1 to 4    | Summer & Winter | Urban/Rural                                  | Saturday               | Dec-31 | Dec-31 | Dec-29 | Dec-30 | Dec-29 | Dec-28 | Dec-31 | Dec-29 | Dec-28 | Dec-30 | Dec-28 | Dec-27 |        | Unavailable |
| 1 to 4    | Summer & Winter | Urban/Rural                                  | Sunday                 | Dec-31 | Dec-31 | Dec-29 | Dec-30 | Dec-29 | Dec-28 | Dec-31 | Dec-29 | Dec-28 | Dec-30 | Dec-28 | Dec-27 |        | Unavailable |

Christmas Day falls on:  
 Deemed Available  
 Availability Deduction  
 Non Working Time  
 Unavailable

ATTACHMENT 3 TO SCHEDULE 4(PAYMENT MECHANISM)

Aggregate Additional Drainage Scheme Amounts:

| Contract Year | Amount (£) | Cumulative (£) |
|---------------|------------|----------------|
| 1             | [REDACTED] | [REDACTED]     |
| 2             | [REDACTED] | [REDACTED]     |
| 3             | [REDACTED] | [REDACTED]     |
| 4             | [REDACTED] | [REDACTED]     |
| 5             | [REDACTED] | [REDACTED]     |
| 6             | [REDACTED] | [REDACTED]     |
| 7             | [REDACTED] | [REDACTED]     |