

## **SCHEDULE 21**

### **EXEMPT INFORMATION**

The following information will be considered as exempt information

#### **1. FINANCE**

- 1.1 Financial Model, any model assumptions and any supporting financial information produced on behalf of Haden Building Management Ltd containing DWP Office Services project specific information.
- 1.2 Board Minutes/Resolutions, except to the extent that they have been lodged by Haden Building Management Ltd at Companies House.
- 1.3 All internal meeting notes, but only to the extent that any information relative to the information contained in paragraph 1.1 is referred to therein.
- 1.4 Any drafts, correspondence and working papers relative to paragraphs 1.1 and 1.2 produced by or provided to the DWP, to the extent that such drafts, correspondence and working papers contain financial information relative to the DWP Office Services Project.

#### **2. TERMS AND CONDITIONS**

- 2.1 The intent is to remove all reference to sums and people. In essence they represent a position developed in terms of risk acceptance by HBML in respect of
  - 2.1.1 Guarantee – Clause 6
  - 2.1.2 Key Personnel – Clause 13
  - 2.1.3 TUPE – Clause 14
  - 2.1.4 Benchmarking – Clause 25
  - 2.1.5 Most Favoured Customer – Clause 26
  - 2.1.6 Intellectual Property Rights – Clause 28
  - 2.1.7 Security – Clause 32
  - 2.1.8 Clause 37 – Open Book Accounts

- 2.1.9 General Indemnity Clause 39 – specific sums
- 2.1.10 Limits of Liability Clause 40 – specific sums
- 2.1.11 Insurances – Clause 41
- 2.1.12 Termination – Clause 59
- 2.1.13 Consequences of Termination – Clause 60

### **3. SCHEDULES**

#### **3.1 DEFINITIONS SCHEDULE 1**

- 3.1.1 Definitions associated with the provision of information contained within this Schedule 21.

#### **3.2 THE SERVICES SCHEDULE 3**

- 3.2.1 The whole document

#### **3.3 TRANSITION AGREEMENT & PLAN SCHEDULE 4**

- 3.3.1 The whole document

#### **3.4 CHARGING SCHEDULE 6**

- 3.4.1 The whole document
- 3.4.2 Annex A – E
- 3.4.3 All Reports and/or Invoices issued pursuant to Clause 34 (Payment Provisions) and Schedule 6 (Payment Mechanism) of this Agreement.

#### **3.5 PREMISES SCHEDULE 10**

- 3.5.1 The whole document including Office Closure Plan and other Appendixes.

#### **3.6 PROVISIONS RELATING TO STAFF SCHEDULE 12**

Schedule 12 to this Agreement to the extent that this contains information which is exempt as personal data under section 40 of the FOIA but without prejudice to the right of persons to make subject access requests under the DPA.

#### **3.7 PARENT COMPANY GUARANTEE SCHEDULE 14**

3.7.1 The PCG

3.8 RE TENDER PROVISIONS SCHEDULE 16

3.8.1 The retender provisions to the extent that they contain information which is exempt as personal data under section 40 of the FOIA but without prejudice to the right of persons to make subject access requests under the DPA.

3.9 TERMINATIONS SERVICES AND TRANSITION AGREEMENT SCHEDULE 19

3.9.1 To be confirmed

3.10 SERVICE LEVELS AND SERVICE CREDITS 20

3.10.1 Part 6

3.10.2 Part 9

3.10.3 Appendix A

3.10.4 Appendix B

3.11 EXEMPT INFORMATION SCHEDULE 21

3.11.1 Schedule 21 to this agreement.

4. OTHER

4.1 Actuaries' Letters.

4.2 Insurance policy disclosures.

4.3 Haden Building Management Ltd costs, overheads and profit figures, whether declared in this Agreement or elsewhere except to the extent that the costs, overheads and profit figures are required to be disclosed in documents lodged at Companies House or otherwise made public.

4.4 Any drafts, correspondence and working papers relative to people, staff, personnel terms and conditions, their personal circumstance and or transfer produced by or provided to the DWP relative to the DWP Office Services Project.

5. **SUB-CONTRACTS**

5.1 In respect of the Royal Mail Group Subcontract: the details as above but

for the Royal Mail Group Subcontract (Bespoke).

- 5.2 In respect of the Royal Mail Group Subcontract: the details as above but for the Royal Mail Group Subcontract (Standard).
- 5.3 The level and nature of overheads and profit, except to the extent that the costs, overheads and profit figures have been disclosed in documents lodged at Companies House or otherwise made public;
- 5.4 In respect of the Xerox (UK) Limited Subcontract: the details as above but for the Xerox (UK) Limited Subcontract (Scanning).
- 5.5 The level and nature of overheads and profit, except to the extent that the costs, overheads and profit figures have been disclosed in documents lodged at Companies House or otherwise made public;