

This is Document “Schedule 4 Part 5” referred to in this Contract

SCOTTISH MINISTERS’ REQUIREMENTS

SCHEDULE 4 PART 5

DAMAGES

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SCOTTISH MINISTERS' REQUIREMENTS

SCHEDULE 4 PART 5

DAMAGES

1 INTRODUCTION

1.1 General Requirements

1.1.1 The Operating Company shall undertake the activities specified in this Part 5 of this Schedule 4 in respect of

- (i) all claims for damages associated with the Unit made by third parties against the Scottish Ministers and
- (ii) damage to Crown Property including claims by the Scottish Ministers against third parties.

1.1.2 If a claimant submits a claim to the Scottish Executive the Director shall acknowledge receipt in writing and forward a copy to the Operating Company for action.

1.1.3 The Operating Company shall maintain electronic registers and records as referred to in this Part 5 of this Schedule 4 and Part 2 of this Schedule 4 of all claims and related matters including detailed actions carried out by the Operating Company and shall provide such information as the Director may request within 7 days of the date of the request.

1.1.4 Within 28 days of expiry of the Contract Period all registers and records relating to claims for damages shall be passed to the successor organisation with a copy to the Director.

1.1.5 The Operating Company shall maintain records and electronic registers of

- (i) all third party claims on Third Party Claims Notification (TPCN) forms and Third Party Claims Operating Company Report (TPCOCR) forms and associated spreadsheets, letters, explanatory notes, Benefits Agency Notification of Claim for Compensation (CRU1) forms as shown in Annex 4.5/A of this Part 5 of this Schedule 4 and
- (ii) all damage to Crown Property on Damage to Crown Property Operating Company Report (DCPOCR) forms. The records to be kept shall be in accordance with the requirements of Annex 4.5/B of this Part 5 of this Schedule 4, and cost estimates, expenditure and cost recovery records as detailed in paragraph 19 of Annex 4.2/K of Part 2 of this Schedule 4.

The Director and Performance Audit Group shall have remote access at all times using the Information and Communication Technology System referred to in Part 2 of Schedule 5 to electronic registers and records relating to third party claims and using the Contract Control and Management System computer terminal referred to in Part 2 of this Schedule 4 to electronic registers and records relating to damage to Crown Property.

1.1.6 In some cases the Operating Company shall have to provide additional data in response to lawyers' queries.

This data shall be supplied within 5 Working Days of request.

2 CLAIMS AGAINST THE SCOTTISH MINISTERS

2.1 Third Party Claims Notification

2.1.1 On receipt of notification of a claim the Operating Company shall send an immediate acknowledgement enclosing form TPCN, CRU Section form together with the Explanatory Note as shown in Annex 4.5/A of this Part 5 of this Schedule 4 to

- (i) the claimant
- (ii) his solicitor
- (iii) insurance company or
- (iv) agent.

The claimant shall be advised to complete and return the form to the Operating Company.

2.2 Third Party Claims where the Scottish Ministers are indemnified

2.2.1 The Scottish Ministers shall be indemnified by the Operating Company against claims arising from undertaking the Operations in accordance with Clause 12 of Part 4 of Schedule 1.

The Operating Company shall deal directly with the claimant where third party claims shall be the responsibility of the Operating Company or its sub-contractors.

2.2.2 The Operating Company shall ensure that in any Works Contract the Works Contractor shall indemnify the Scottish Ministers against claims arising from the undertaking of any Works.

Such Works Contracts shall contain insurance provisions as required by the Director.

2.2.3 Where a third party claim arises from work being undertaken on the Unit by another of the Scottish Ministers' contractors the Operating Company shall forward the claim to the contractor and shall advise the claimant in writing within 7 days of receipt of the claim that the claim has been passed to the party concerned.

2.2.4 Where claims arise in connection with the works of other

- (i) Statutory Authorities
- (ii) Undertakers
- (iii) authorised contractors and
- (iv) the like

on the Unit, the claims shall be sent by the Operating Company to the other organisation within 7 days of receipt of the claim and the claimant shall be informed in writing of the name of the organisation.

2.2.5 In all other cases the claim shall be passed to the Director by the Operating Company with all relevant information.

2.2.6 If the claimant insists in writing on having his claim dealt with by the Scottish Ministers the claim shall be dealt with in accordance with paragraph 2.3 of this Part 5 of this Schedule 4.

This shall not relieve the Operating Company of its obligation to indemnify the Scottish Ministers.

2.3 Third Party Claims where the Scottish Ministers are not indemnified

2.3.1 The Operating Company shall not make any admission of liability on its own behalf or on behalf of the Scottish Ministers in respect of any matters pertaining to third party claims.

2.3.2 The Operating Company shall supply the Director with all information related to each incident giving rise to a claim.

2.3.3 The Operating Company shall notify the Director in writing within 7 days of receipt of a third party claim where the Scottish Ministers shall not be indemnified and completed forms TPCN and TPCOCR shall be submitted to the Director.

Details of the previous six months'

(i) Routine Maintenance and Management Schemes

(ii) Safety Inspections and

(iii) gritting records

for the location of each incident shall be attached to the notification.

Where the claim relates to an alleged Defect on a Trunk Road the Operating Company shall photograph or video the alleged Defect and record all appropriate measurements on a plan and attach this information.

In addition to forms TPCN and TPCOCR the Operating Company shall submit a copy of a spreadsheet in the format contained in Annex 4.5/A of this Part 5 of this Schedule 4 giving all relevant dates and reasons why the claim is being passed to the Director.

2.3.4 The Scottish Ministers shall deduct from any of the Operating Company's accounts invoices and statements any losses and expenses suffered by the Scottish Ministers as a result of inadequate or inaccurate information provided by the Operating Company which they are required to hold and provide to the Director in accordance with the provisions of this Contract.

2.3.5 Should the Director decide that the Operating Company has liability in respect of any claim it shall be settled by the Operating Company within 28 days of receipt of the Director's decision failing which the Director shall settle the claim and withhold the amount from payments due to the Operating Company.

2.4 Claims in respect of Personal Injury

2.4.1 In the event of a claim for personal injury the Operating Company shall notify the Department of Social Security Compensation Recovery Unit using form CRU1 as shown in Annex 4.5/A of this Part 5 of this Schedule 4 within 14 days of receipt of such claim.

2.5 Handover Arrangements

2.5.1 The Operating Company shall deal in accordance with the requirements of this Part 4 of Schedule 5 with all third party claims resulting from incidents arising before this Contract Termination Date.

Details of registers and records of all claims notified to the Operating Company within 28 days of the Contract Termination Date and of all other claims which shall still be outstanding shall be passed to the successor organisation with a copy to the Director within 14 days after this Contract Termination Date.

3 DAMAGE TO CROWN PROPERTY

3.1 General

3.1.1 For the purpose of the Contract Crown Property shall be deemed to comprise but shall not be limited to

- (i) everything included in the definition of a Trunk Road in Part 1 of Schedule 1 of this Contract
- (ii) everything included in the definition of Unit in Part 1 of Schedule 1 of this Contract

Damage to Crown Property shall be deemed to include but shall not be limited to damage caused by

- (i) road users
- (ii) spillages
- (iii) theft and attempted theft and
- (iv) vandalism

and shall exclude graffiti.

Damage in terms of damage to Crown Property shall mean any damage to any item defined in the first sentence of this paragraph 3.1.1 of this Part 5 of this Schedule 4 which reduces the lifespan of or impairs the usefulness of the item requiring such item to be

- (i) cleaned
- (ii) repaired or
- (iii) replaced

to restore its lifespan or usefulness.

Damage to Crown Property shall exclude fair wear and tear of the various items defined in the first sentence of this paragraph 3.1.1 of this Part 5 of this Schedule 4.

3.1.2 While some spillages such as shed loads and debris from road traffic accidents only need to be cleared up they shall nevertheless be considered to be Damage to Crown Property.

3.1.3 As soon as the Operating Company shall be aware of damage to Crown Property it shall take the following actions

- (i) Arrange for the damage to be assessed and repaired.

Any Operations Instructions issued by the Operating Company in this respect shall have a unique damage identification number

- (ii) Complete a DCPOCR form as shown in Annex 4.5/B of this Part 5 of this Schedule 4 within 7 days of the damage becoming known by or being reported to the Operating Company
- (iii) Enter details of the incident as stated in paragraph 19 of Annex 4.2/K of Part 2 of this Schedule 4 onto the relevant tables to enable records of cost estimates, expenditure and cost recovery to be generated against the unique damage identification number which shall be required to be included on all related Operations Instructions, correspondence and the like.

3.1.4 The cost of repair, replacement and clearing of damage to Crown Property shall be valued in accordance with the rates and prices in Part 2 of Schedule 2 and shall exclude the associated additional costs referred to in paragraph 3.2.2 of this Part 5 of this Schedule 4.

3.1.5 It shall be Scottish Executive policy that all costs associated with repair replacement and clearing of damage to Crown Property shall be recovered from the person or organisation causing the damage to Crown Property in accordance with the provisions of this Part 5 of this Schedule 4 of this Contract.

3.2 Damage to Crown Property costing less than or equal to £10,000 to repair replace and clear

3.2.1 The Operating Company shall be responsible for all costs associated with repair replacement and clearing of damage to Crown Property where the cost of repair replacement and clearing of damage for any individual incident measured in accordance with paragraph 3.1.4 of this Part 5 of this Schedule 4 shall be less than or equal to £10,000.

3.2.2 The Operating Company shall also be responsible for associated additional costs which shall include but not be limited to the costs of

- (i) Police reports
- (ii) Emergency Response Operations (Items 01/001 to 01/004 inclusive in Series 3200 of Part 2 of Schedule 2)
- (iii) maintaining traffic management while the Design and Operations are completed to allow the repair to be executed and
- (iv) recovery of costs of repair, replacement and clearing of the damage to Crown Property from the person or organisation causing the damage.

These associated additional costs shall not be part of the valuation referred to in paragraph 3.1.4 of this Part 5 of this Schedule 4.

3.3 Damage to Crown Property costing more than £10,000 to repair replace and clear

3.3.1 Where the cost of repair, replacement and clearing valued in accordance with paragraph 3.1.4 of this Part 5 of this Schedule 4 of a single incident shall be estimated to be more than £10,000 the Director shall be notified in writing immediately.

The Director shall pursue recovery of the costs of repair, replacement and clearing together with all other associated additional costs as detailed in paragraph 3.2.2 of this Part 5 of this Schedule 4.

The Operating Company shall provide the Director with details of all costs as particularised in the Damage to Crown Property Cost Control (DCPCC) form, including invoices, sub-contractor costs and the like within 28 days of completing a repair, replacement or clearance the details being shown in Annex 4.5/B of this Part 5 of this Schedule 4.

- 3.3.2 If a claim estimated to cost more than £10,000 to repair has been submitted to the Director and the final cost shall be less than or equal to £10,000 the Director shall be reimbursed by the Operating Company his reasonable costs in dealing with the claim including any costs of repair, replacement and clearing that shall not be otherwise recovered.

3.4 Exceptions

- 3.4.1 When the damage to Crown Property has occurred at the Site of a fatal accident or has been caused by a vehicle belonging to a government department the Director shall deal with the pursuit of claims.

In these cases the Operating Company shall operate as if the repair costs had been estimated to be greater than £10,000.

3.5 Damage to Structures

- 3.5.1 Where any damage to a Structure shall be noted the Operating Company shall notify the Director by telephone as soon as possible and within 1 Working Day confirm the details in writing to the Director.

This requirement shall be in addition to the completion of the relevant records detailed in paragraph 3.1.3 of this Part 5 of this Schedule 4.

- 3.5.2 The Director may require repairs to be undertaken by specialist contractors which he shall nominate.

Permanent repairs to Structures shall not be carried out without the prior written consent of the Director.

3.6 Claims for Damages where the incident occurred prior to commencement of the First Annual Period

- 3.6.1 From the Contract Commencement Date up until and including the first day of the First Annual Period, the Operating Company shall liaise with the previous Trunk Road operator and the Scottish Executive to establish a list of damage to Crown Property within the Unit needing repair on or after the commencement of the First Annual Period and the list of cases being pursued against third parties.

- 3.6.2 The Operating Company shall carry out repairs, record details and pursue recovery of cost for all such damage needing to be repaired after the commencement of the First Annual Period in accordance with Section 3 of this Part 5 of this Schedule 4.

In the case of such damage where the repair cost shall be estimated to be less than or equal to £10,000 the Scottish Ministers shall reimburse the actual cost of the repair irrespective of the valuation in accordance with Parts 1 and 2 of Schedule 2 together with the costs involved in pursuing the person or organisation causing the damage and the other costs detailed in paragraph 3.2.2 of this Part 5 of this Schedule 4 but with a deduction equal to any costs successfully recovered by the Operating Company.

- 3.6.3 The Operating Company shall when requested in writing provide assistance to the Director with any other claims against persons causing damage in incidents occurring prior to the commencement of the First Annual Period.

Such cases shall be the subject of an Order and the costs of providing such assistance shall be reimbursed to the Operating Company by the Scottish Ministers.

4 FATAL ACCIDENTS

4.1 Notification and Records

- 4.1.1 The Operating Company shall notify the Director immediately by telephone and email of all fatal accidents in accordance with Part 3 of Schedule 7 and shall immediately thereafter confirm the details in writing to the Director.

- 4.1.2 The Operating Company shall maintain a register with a unique reference number for each fatal accident record including but not limited to the following information

- (i) Trunk Road route number
- (ii) location
- (iii) date of accident
- (iv) name and address of the deceased
- (v) details of the incident with video and photographic evidence, referenced to a plan and
- (vi) a report of any subsequent investigation into the incident.

The register of fatal accidents shall be provided to the Director in accordance with Part 3 of Schedule 5 of this Contract.

- 4.1.3 All correspondence relating to fatal accidents together with videos and photographs of the accident Site and of the warning signs on the approach to the accident Site reports and maintenance of the road, details of gritting and the like shall be forwarded within 30 days of the incident to the Director for his information.

In the event of a fatal accident inquiry being held the Operating Company shall when the subject of an Order assist the Director provide all available information and attend any inquiry to be examined on matters of fact.

5 MISCELLANEOUS CLAIMS BY THE SCOTTISH MINISTERS

5.1 Other Repairs and Notification

- 5.1.1 It may be necessary under certain circumstances for the Operating Company to undertake work of making safe normally the responsibility of others (for example making safe Undertakers' plant in Emergency situations).

The Operating Company shall notify the Director by email of the need and in writing retrospectively when it considers such work to be necessary.

The Director shall issue a retrospective Order for such work.

In such cases the Operating Company shall take steps to recover all costs incurred on behalf of the Scottish Ministers.

5.1.2 The Scottish Executive shall not be responsible for the maintenance repair or replacement of

- (i) tourist signs
- (ii) boundary signs
- (iii) road services signs or
- (iv) Ministry of Defence signs.

When any damage occurs to such signs or associated safety barrier, the Operating Company shall make the location safe and shall report the damage in writing within 2 days to the tourist operator or other party responsible and inform it of the culprits, if known. In addition the Operating Company shall send a copy of the notification and details of any costs incurred to the Director.

SCOTTISH MINISTERS' REQUIREMENTS

SCHEDULE 4 PART 5

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ANNEX 4.5/A – Forms and Records for Third Party Claims

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SCOTTISH MINISTERS REQUIREMENTS

SCHEDULE 4 PART 5

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ANNEX 4.5/A – Forms and Records for Third Party Claims

(a) Third Party Claims Notification Form (TPCN)

Operating Company sends together with covering letter explanatory note and CRU Section Form to all claimants.

Completed by claimant for all claims and submitted to the Director by the Operating Company when the Scottish Ministers are not indemnified.

(b) Benefits Agency Notification of Claim for Compensation (CRU 1)

Completed by the Operating Company and submitted to the Benefits Agency when physical injury is suffered. Section 1 shall be completed as follows

Name of Compensator	The Scottish Ministers
Address	Scottish Executive Trunk Roads Network Management and Maintenance Division Room 1-D, Victoria Quay Edinburgh
Postcode	EH6 6QQ
Reference	Name of Operating Company
Phone	(to be advised)
Fax	(to be advised)

(c) Third Party Claims Operating Company Report Form (TPCOCR)

Completed by the Operating Company and forwarded to the Director with TPCN and detailed Routine Maintenance and Management System and gritting records, within 14 days of receipt of a completed TPCN when the Scottish Ministers shall not be indemnified.

The Operating Company shall make every effort to ensure that the information provided on this form covers all matters relevant to the claim so far as shall be available to their own employees subcontractors agents or representatives or to the Police.

The Operating Company shall not try to obtain information from the claimant beyond that required to establish the facts for example identification of the precise location of the incident.

(d) SPREADSHEET (for recording actions for Third Party Claims)

Completed by Operating Company for all claims and submitted to Director with completed TPCN and TPCOCR forms, supporting information and detailed reports when Scottish Ministers shall not be indemnified.

Example of letter to claimant accompanying TPCN Form

Date

Dear Sir or Madam

Your recent letter dated----- or call of -----intimated a claim arising from an incident on a Trunk Road or Motorway.

Please complete the attached form and return it to the address below.

Your attention is drawn to the need to complete a medical mandate and the CRU Section where physical injury has been suffered.

Your attention is also drawn to the enclosed Explanatory Note on claims.

Please note that failure to include all relevant information and sketches may delay the processing of your claim.

Operating Company name and address

Signed

Name

Designation

TRUNK ROADS AND MOTORWAYS – CLAIM FOR DAMAGES EXPLANATORY NOTE

Under the Roads (Scotland) Act 1984 the Scottish Ministers are responsible for the management and maintenance of the Scottish trunk road network. It is not the Scottish Ministers' duty as trunk road authority to make all roads under their control completely safe however. Their duty is to take reasonable care, having regard to all the circumstances, to maintain roads in a condition which is safe for road users who are themselves exercising reasonable care.

The Scottish Ministers discharge this duty by incorporating specific requirements in the Contracts for the Operating Companies who manage and maintain the trunk roads on their behalf. The Operating Companies are required to undertake regular inspections and carry out repairs within certain specified timescales. They are also obliged to respond to reported incidents within specified timescale. They cannot therefore be expected to keep roads completely free of obstructions, debris and Defects at all times as this would neither be reasonable nor practicable. Your claim for damages will be considered in this regard and you should note that claims will not in all cases be successful.

For example the Scottish Ministers can in no way be considered negligent if they or the Operating Companies fail to pick up debris on the carriageway which has just fallen from a preceding vehicle. This is quite a common reason for claims which are not usually successful.

If you wish to proceed with a claim you should complete the attached TPCN Form as fully as possible. Failure to do so may result in a delay in processing your claim.

On return to the Operating Company they are required to investigate your claim and forward details to the Scottish Executive within 7 days of receipt from you. The Scottish Executive will then consider your claim and usually reply within 21 days. You should not therefore expect a reply within 28 days of sending your claim form back to the Operating Company.

In certain circumstances you may receive a reply direct from the Operating Company or another Contractor working for the Scottish Executive. This is because the Operating Company and Contractors indemnify the Scottish Ministers for claims resulting from a failure by them to carry out their obligations.

(a) TPCN Form

Claim Reference Number

Part 1 – About yourself

1. Name

.....

2. Address

.....

.....

.....

.....

.....

.....

3. Occupation

.....

4. Date of Birth

.....

5. Daytime Telephone Number (including STD code)

.....

Part 2 – About your vehicle (if damaged)

1. Class (e.g. car, lorry, motorcycle, moped, bicycle)

2. Make and Model

3. Registration Number (if motor vehicle)

4. Name and address of insurers

.....

.....

.....

5. Policyholder's name (if not claimant).....

6. Have you claimed from your insurers in respect of this incident? Yes _____ No _____

7. If YES policy number

Part 3 – About your accident

1. Time and date of incident
2. Location of incident (e.g. A68 2 miles south of Jedburgh). If you have any photographs relating to the incident please enclose them. (See also 8 below re sketch)
.....
3. In which direction were you travelling?
4. Please tick the box(es) which best describe(s) conditions at the time of the incident
The road/footpath was wet_____ dry_____ icy_____ other_____
The weather was clear_____ foggy_____ raining_____ snowing_____ other _____
5. At what speed were you travelling?
(pedestrians should indicate if they were walking/running etc).....
6. What warning signs did you see, if any, immediately before the incident
.....
.....
7. Brief description of the events leading up to, during and immediately after the incident.....
.....
.....
.....
8. Please provide in the space below a sketch of the location of the incident showing landmarks such as bridges, road signs, motorway marker posts etc.

Part 4 – Particulars of damage and/or loss

1. Details of damage to vehicle.....
.....
.....
- 2 Details of damage to property or other material loss.....
.....
.....
3. Did you suffer any physical injury as a result of this incident? Yes ____ No ____
If YES please complete the CRU Section of this form. Please also describe your injuries and indicate who treated you and when
.....
.....
4. Amount of claim (please enclose written estimate/receipts) £.....
- 5 If you are making a claim in respect of personal injuries please complete the mandate attached. This document authorises the hospital or general practitioner who treated you to disclose your medical history or conditions only as regards the injuries you sustained arising from the circumstances of this claim. Complete the mandate in BLOCK CAPITALS. Do not detach it. Your attention is also drawn to the need to complete the enclosed CRU Section form.

Mandate

(Enter below the full name and address of the hospital or general practitioner who treated you)

.....
.....

I,
.....

(enter you full name and address)

..... hereby authorise
you to provide to the Operating Company and/or to the Scottish Ministers a full medical
report or full statement of my medical history relative to injuries sustained by me on (enter
date) as a result of (enter circumstances)

.....
.....
.....

Signature Date

NAME IN BLOCK CAPITALS

Part 5 – About witnesses to the incident

1. Please provide names and addresses of other occupants of your vehicle (if any)

Name Name
Address Address
.....

Name Name
Address Address
.....
.....
2. Were the Police involved ? Yes _____ No _____

If YES please give details
.....
.....
3. Please provide names and addresses of other witnesses to the incident and say why they are witnesses
(e.g. passer-by, other motorist)
.....
.....
.....
.....

Part 6 – Other information and signature

1. Please use this space to supply any other information you think is relevant to the claim or register any other comments you wish to make
.....
.....
.....
.....
2. Please sign and date the form

Signature Date

NAME IN BLOCK CAPITALS

CRU SECTION
ONLY TO BE COMPLETED IF
YOU SUFFERED PHYSICAL INJURY

THE SOCIAL SECURITY (RECOUPMENT) REGULATIONS 1990
SOCIAL SECURITY ACT 1989

Please provide the following which must by law be passed to the Department of Social Security by the party being claimed against. (Do not detach this form)

Full Name.....

National Insurance No.....

Details of your solicitor or representative (if appropriate)

Name.....

Address.....

.....

Post Code.....

Reference.....

Details of your employment at the time of the accident (if appropriate)

Name of Employer.....

Address

Post Code.....

Department.....

Clock or Works Number.....

I declare that the above information is correct to the best of my knowledge.


Signed..... Date.....

* Claimant/claimants representative

Block Capitals.....

* Delete as appropriate

(b) CRU 1 Form

		Notification of a claim for compensation	
Please use CAPITALS	Name of compensator	<input type="text"/>	
	Address	<input type="text"/>	
	Postcode	<input type="text"/>	
	Reference Maximum 27 characters/spaces	<input type="text"/>	
	Name of insured/Policy number	<input type="text"/>	
	Phone	Ext	
	Fax	Date	
Identity details			
Compensation has been claimed for this person	National Insurance (NI) number if known	Letters	Numbers
	Surname	<input type="text"/>	
	Other names	<input type="text"/>	
	Title	<input type="text"/>	
	Date of birth	Day	Month
	Sex Write F for female M for male	<input type="text"/>	
	Address	<input type="text"/>	
	Postcode	<input type="text"/>	
Details of claimant's representative	Name	<input type="text"/>	
	Address	<input type="text"/>	
	Postcode	<input type="text"/>	
	Reference	<input type="text"/>	
CRU1	Phone	Please turn over ➤	

Claim details	
Type of case Write E for Employer's liability P for Public liability M for Motor liability O for Other	
Reason for claim - as alleged by the claimant If accident > Date of accident	
Illness or injuries resulting from this accident	
If occupational disease > Name of occupational disease	
Date disease diagnosed if known	
If claimant has died > Date of death	
Employment details at date of accident or diagnosis This person worked for an employer at the time • the accident happened • the disease was diagnosed Write Y for Yes N for No Name of employer if applicable Address of personnel or pay office Postcode Department Clock or works number	
What to do now	
Send this form to Compensation Recovery Unit Department of Social Security Benefits Agency Reyrolle Building Hebburn Tyne & Wear NE31 1XB Tel 091 - 2010500 Fax 091 - 2258576	
OFFICE USE	Disease code Injury code Benefit Office STB (GBU) > UBO code > Income Support > DLA > DWA >

(c) TPCOCR Form

Claim Reference Number

1.	Operating Company.....
2.	Trunk Road and Exact location of incident (sketch, OS extract, photograph etc. shall be attached)
3.	Date and Time of Incident
4.	State source of information provided at question 2 and 3 above
	Particulars of witnesses (other than those provided by claimant) to the incident. If Operating Company employees this shall be stated and precognitions attached.
	Name Address
	Name Address
5.	Were the Police involved ? Yes..... No..... If YES a Police Report shall be obtained and sent out as soon as Possible
	Does the claim refer to an incident alleged to be due to roadworks ? Yes..... No
	If YES, by whom were the works being carried out Local Authority..... Contractor..... Public Utility.....
7.	Local Authority, Contractor, Public Utility name and address if appropriate
8.	Nature of Roadworks
9.	What were the weather and road conditions at the time of the incident
10.	Were the gritters called out ? Yes..... No..... If YES what are the Operating Company's arrangements for gritting the road.....
11.	Was the locus gritted prior to the incident ? Yes..... No..... If YES, give time and date
	NB In the event that the claimant/Police Report alleges that the road surface was icy or had poor skid resistance etc, full details countering/agreeing this allegation should be given. Pertinent gritting times/testing results shall be included.
12.	Is the incident alleged to have been caused through a Defect or obstruction in the road ? Yes..... No..... If NO go to question 13

(d) SPREADSHEET for recording actions on Third Party Claims.

Fields

Claim Reference Number

Date of notification of claim-----

Date of transmission of TPCN Form to claimant-----

Date of receipt of completed TPCN Form-----

Date of completion of TPCOCR Form

Decision on claim by OC-----

Date of submission of forms and supporting information to Director-

Copy of spreadsheet record is to be signed and enclosed with copies of TPCN Form and TPCOCR Form submitted to Director where OC consider Scottish Executive not indemnified. The undernoted reports are also to be submitted.

1. Summary of reasons for submission to Scottish Executive

2. Reasons for not meeting Contractual Obligations (if applicable)

3. Signed by Engineer:.....

4. Countersigned by Traffic Officer:.....

SCOTTISH MINISTERS' REQUIREMENTS

SCHEDULE 4 PART 5

DAMAGES

ANNEX 4.5/B – Records for Damages to Crown Property

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SCOTTISH MINISTERS' REQUIREMENTS

SCHEDULE 4 PART 5

DAMAGES

ANNEX 4.5/B - Records for Damages to Crown Property

(a) Damage to Crown Property Operating Company Report (DCPOCR) Form

Electronic record completed by the Operating Company when Crown Property shall be damaged regardless of the cost of the repair, replacement and clearance and within 7 days of damage becoming known.

Submitted to Scottish Executive when cost of repair replacement and clearance shall be estimated to cost greater than £10,000. (See notes regarding DCPCC below).

(b) Damage to Crown Property Cost and Recovery Reporting Forms (DCPCRR1)(repair replacement and clearance less than or equal to £10,000) and (DCPCRR2)(repair replacement and clearance greater than £10,000)

Relevant fields completed by the Operating Company as detailed in Part 2 of Schedule 4.

Remaining fields completed by Contract Control and Management System from details of costs entered by Operating Company.

Notes on completion of fields

1. Unique damage identification number – this shall be a unique damage reference made up of Unit/route/consecutive claim no e.g. DAM/SW/A75/001 and generated by the Contract Control and Management System.
2. Location – this shall be based on a geographical description and CHART references.
3. Name of Culprit - the Operating Company shall instigate and operate a procedure to liaise with the police to identify culprits.

This procedure shall require that the police respond to all requests in writing stating the name and address of the culprit or that the culprit is unknown. Where a culprit has been identified, the name and address shall be inserted.

Where a Police response shall be awaited regarding the identity of a culprit then the word “investigating” shall be inserted.

Where the police confirm that they have been unable to identify a culprit then “unknown” shall be entered.

(c) Damage to Crown Property Cost Control (DCPCC) Form

Relevant fields completed by the Operating Company as detailed in Part 2 of Schedule 4 of this Contract and held within the Contract Control and Management System as record of estimated and final costs.

(a) DCPOCR

Fields shall be as listed below

Name of Operating Company
Unique damage identifier
Trunk Road/Motorway
Date and time of incident
Source of this information
Location - Link, section and chainage and geographically (Geographical Information System reference)
Description of property
Type and extent of damage
Cause of damage including name of culprit
Are proceeding being taken by police?
Has emergency work been done and by whom?
Road condition e.g good, rutted
Weather conditions
Was road wet, dry or icy?
Were gritters called out?
Details of gritting arrangements
Was location gritted prior to incident
Estimated/final cost (see DCPCC below)
Estimated date for final costs
Other information including names and addresses of witnesses
Brief account of incident causing damage
Name and designation of person entering information
Telephone number
Date

(b) DCPCRR1 & 2

Fields shall be listed below (also refer to Part 2 of Schedule 4 of this Contract)

Unique damage identifier
Date damage logged
Date of repair replacement and clearance
Location of damage Site
Details of damage and repair
Name of culprit
Status with regard to recovery
Date Director notified where cost of repair replace and clearing exceeds £10,000.
Cost of repair replacement and clearance together with tag for estimated or final cost (see DCPCC below)
Amount recovered from culprit
Statement number if appropriate
Outstanding balance (difference between cost of repair replacement and clearing and amount recovered)

(c) DCPCC

Fields listed below shall be those within the Contract Control and Management System referred to in Part 2 of Schedule 4 of this Contract and details shall be held for all estimated and final costs in the Contract Control and Management System.

- (i) Unique damage identifier
- (ii) Date of repair replacement and clearance
- (iii) Location of damage Site
- (iv) Name of culprit

Operating Company costs shall be shown under the following headings

- (i) Repair replacement and clearance of damage
- (ii) Emergency Response Operations
- (iii) Maintaining traffic management while the Design and Operations shall be being completed to allow the repair to be executed

For each element of work within these three headings shall be shown the following detail

- (i) Cost Sub Series
- (ii) Description
- (iii) Quantity
- (iv) Unit
- (v) Rate
- (vi) Amount
- (vii) Total amount for Operating Company costs

Within the third party costs shall be under the following headings

- (i) Police reports costs
- (ii) Other third party costs
- (iii) Total amount for third party costs