

PRISONER TRANSPORT — TERMS OF CONTRACT

**1252. Hon GIZ WATSON to the parliamentary secretary representing the Minister for Corrective Services:**

I refer to the article about the death of Mr Ward that appeared on page 16 of *The West Australian* of Saturday, 28 November.

- (1) Is it correct that G4S's actions and/or omissions in respect of Mr Ward do not constitute a material breach of G4S's contract with the government?
- (2) If yes to (1), will the minister please explain the reasons?
- (3) What provision is there in the contract for its termination if the duty of care owed to a prisoner is breached through the actions or omissions of G4S or its staff?
- (4) If the answer to (3) is that there is no such provision in the contract, what action has the minister taken to address this?
- (5) If the answers to any of (1) to (4) cannot be provided, will the minister please explain why this information is not subject to public scrutiny?

**Hon MICHAEL MISCHIN replied:**

I thank the honourable member for some notice of the question. The Minister for Corrective Services advises as follows —

- (1) Yes.
- (2) The court security and custodial services contract states the following with respect to material breach —

**24.1. Termination for material breach of the Contract**

Any of the following events constitutes a material breach of the Contract and entitles the State to terminate the Contract as to one or more specified aspects of the Services by providing to the Contractor a written notice of termination of that aspect of the Services specified in the notice:

- (a) if any of the following events take place in any one Service Year:
  - (i) there are more than two (2) separate and isolated instances of a Death in Custody ...
- (3) There is no provision in the contract that specifically provides for termination of the contract for general provisions of duty of care; however, section 24.1(a) of the contract as defined in answer to (2) applies.
- (4) The department is currently developing a re-tender of the contract, which will include a re-examination of all performance provisions applicable to the contract including death in custody provisions.
- (5) Not applicable.