Government of **Western Australia**
Department of **Justice**
Corrective Services

Annual Report 2025-2026

Court Security and Custodial Services Contract

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1 Contract Background and History

In 2008, the Department of Justice became responsible for assisting the Minister for Corrective Services in administering the *Court Security and Custodial Services Act 1999* (the Act). The Act provides for the administration of court security and custodial services; for persons to have certain powers in respect of those services; and for related matters.

In 2016, the State of Western Australia (the State), via the Department of Justice (and its equivalents) entered into a contract between Ventia Australia Pty Ltd (the Contractor), previously Broadspectrum, for the delivery of court security and custodial services.

The Court Security and Custodial Services contract between the State and the Contractor (the Contract) was renewed in 2022, with the current term expiring in March 2027.

In accordance with the Contract, the Contractor provides court security, movement services, lock up custody management services and custody services for persons in custody in metropolitan and regional areas. The Contractor maintains a fleet of secure vehicles to provide these services, as well as facilitating transport by air and coach.

The provision of movement services for persons in custody includes transportation between police lockups, courts, court custody centres and prisons.

Movement services are also provided for persons in custody to attend medical appointments, funerals, or other locations for approved purposes. The Contract also provides security services when a person in custody is admitted to a hospital.

The Contractor provides court security services at metropolitan and regional locations in accordance with the Contract and site-specific service requirements. These services support the safe and orderly operation of courts and may include access-control, courtroom and public-area security functions. Service arrangements are determined having regard to the requirements and risk profile of each location.

2 Contract Management

2.1 Overview

The Contract is overseen and monitored by the Court Security and Custodial Services Contracts team (CSCS) within the Operational Support directorate of Corrective Services, Department of Justice.

Contractual performance and service delivery is assessed daily and managed through a monthly Contract Management Group (CMG) meeting attended by the Contractor managers and other Department and Contractor representatives. The meeting agenda includes the review of Specified Events, performance against Key Performance Indicators (KPI), Performance Improvement Notices (PIN), Department Operational Compliance audit findings and other contract management oversight mechanisms. It also provides a forum to discuss Contractor incidents and operational matters affecting the movement and escorting of persons in custody and court related services.

The Contract operates under a defined governance framework that is overseen by the Court Security and Custodial Services Board (the Board). The purpose of the Board is to provide direction and advice on strategic and policy issues that affect the management and provision of services under the Contract. The Board is chaired by the Corrective Services Deputy Commissioner Operational Support and includes representatives from prisons, the Western Australia Police Force, Courts and Tribunal Services and the Contractor.

Advice on contractual strategic and policy issues is managed through the Strategic Planning Group (SPG) meetings attended by the Corrective Services Assistant Commissioner Operational Support and contractor managers. The purpose of the SPG is to provide advice to the Board on strategic and policy issues referred to the group.

2.2 Operational Compliance

The Department undertakes risk-based monitoring of services delivered under the Contract through its Operational Compliance Branch. Monitoring activities include reviewing service delivery, identified incidents and compliance with contractual requirements.

Findings are assessed through established contract-management processes. Where a concern is identified, the Department may require corrective action, monitor implementation and apply the contractual remedies available to it. Compliance activity is one component of the Department's broader assurance framework and is not relied on in isolation.

Table 1. Schedule of Operational Compliance attendance at service delivery sites

Operational Compliance Attendance Completed			
All Saints Catholic Church	1	Mandurah Court	32
Armadale Courthouse	39	Maroomba Airlines	7
Bandyup Women's Prison	4	Midland Cemetery	1
Bentley Health Service	1	Midland Court	36
Bethesda Hospital, Claremont	1	Northbridge Magistrates Court	1
Casuarina Prison	30	Perth Children's Court	20
Central Law Courts	20	Perth District Court	29
David Malcolm Justice Centre	26	Perth Watch House	16
Family Law Courts	12	Rockingham Court	38
Fiona Stanley Hospital	44	Royal Perth Hospital	17
Fremantle Court	33	Simplicity Funerals Rockingham	1
Fremantle Public Hospital	26	Sir Charles Gairdner Hospital	6
Fresenius Kidney Care – Cannington	1	Skippers Aviation	16
Guildford Cemetery	2	St John of God, Midland	6
Hakea Prison	27	State Admin Tribunal	17
Joondalup Court	35	Stirling Square, Guildford	1

Kind Edward Memorial Hospital	6	Supreme Court – Stirling Gardens	27
Magistrates Court Stirling Gardens	2	**Total**	**581**

2.3 Training

The Contract requires all Contract Workers to have successfully completed a Certificate III, or for Supervisors, Certificate IV, in Correctional Services in their first year of employment. The Contract also provides for periodic refresher training requirements for specified training including Cardiopulmonary Resuscitation (CPR) and Perform First Aid (PFA).

The Contract Workers training requirements are regularly reviewed throughout the year and is a standing agenda item at the CMG to ensure mandatory training requirements are being met and maintained. KPIs are applied where training requirements are identified as not being met.

3 Key Issues in 2025/2026

3.1 Pay Contribution for Contract Workers

The State Government made available a Contribution Sum to support staff employed by Ventia under the CSCS Contract via paying the Contractor an additional sum primarily for the purpose of the Contractor paying higher base rates to Contract Workers.

3.2 Volume Band Changes

During the reporting period 1 July 2025 to 30 June 2026, fourteen (14) Volume Bands affecting five (5) services were changed in accordance with the provisions of the Contract, which came into effect on 1 May 2026.

List of Volume Bands changed:

- Court transfers – regional;
- Lock up clearances – regional;
- Medical escorts – regional;
- Funeral & other escorts – metropolitan; and
- Court custody – metropolitan and regional.

3.3 Contract Variations

During the reporting period, several short-term and long-term variations were approved for services that are not covered under the existing provisions of the Contract, similarly, two travel variations were approved to facilitate the prisoner's attendance at Court.

List of variations:

- Court Security Services to Busselton, Northam and Karratha Courts;
- Pay contribution to Contract Workers (No.1 and No.2);
- Classification of Medical Escort Services; Medical Escort Banding and Pricing Table; and Roving Guard Services at the Cathedral Precinct.

Ad-hoc Inter-prison Transfer variations:

- One person in custody from Casuarina Prison to Broome Prison - 24 May 2026; and
- One person in custody from Melaleuca Prison to Roebourne Prison – 20 June 2026.

3.4 Fleet review

During the reporting period, the Department continued to closely monitor the condition, maintenance and availability of the Contractor's existing vehicle fleet while the replacement program progressed. Vehicles remained subject to required maintenance, inspection and repair arrangements, with new vehicles introduced progressively to support service continuity and fleet renewal.

Of the 43 new vehicles being produced, 19 eight-seat vehicles and one 14-seat vehicle had entered service during the reporting period. A further four 14-seat vehicles were scheduled to become operational in the second half of 2026. Together, these vehicles provide 222 additional passenger seats. Eleven four-seat vehicles fitted with toilet facilities were in the final stages of completion and scheduled to enter service by the end of 2026. Three three-seat soft-seat vehicles were also expected to enter service by the end of 2026 following completion of prototype evaluation and required refinements to the air-conditioning systems.

The replacement program also includes five four-seat wheelchair-accessible vehicles. The prototype was scheduled for completion in October 2026, with the remaining four vehicles scheduled for completion in early 2027.

The Contractor commenced a staged decommissioning program for vehicles that are no longer required or suitable for continued service. Decommissioning will be coordinated with the introduction of replacement vehicles to maintain operational capacity. The Department will continue to monitor fleet condition, maintenance performance, vehicle availability and delivery of the replacement program through established contract-management arrangements.

3.5 Industrial Action

During the reporting period, employees of the Contractor represented by the TWU undertook periods of industrial action while negotiations on an enterprise agreement remained unresolved. The industrial action created service-delivery pressures across custodial movements and court-related services. The Department worked with the Contractor and affected agencies to coordinate contingency arrangements, prioritise essential services and manage impacts on court and custodial operations. Any service failures arising during these periods were assessed and managed in accordance with the Contract.

Industrial action occurred on the following days:

- 11 July 2025;
- 17 July 2025;
- 18 July 2025; and
- 04 August to 06 August 2025.

3.6 Contract Disputes

In early 2025, the Contractor initiated three (3) disputes with the Department regarding hospital sit classification, medical escort banding and the Cathedral Precinct. In consultation with the State Solicitor's Office and Department of Treasury and Finance, and following an agreed negotiated outcome on these matters, a Deed of Settlement and a Deed of Contract Variations were executed on 29 November 2025.

3.7 Person in custody who died while in hospital

Seven deaths in custody, not subject to service failures, occurred while the persons in custody were at a hospital under guard of the Contractor between 1 July 2025 and 30 June 2026. The Coroner has yet to conduct inquests into these deaths in custody.

4 Cost of Services Provided Under the Contract

The cost of delivering the services under the Contract for the period 1 July 2025 to 30 June 2026 was $84,071,897 comprising:

Description	Payment
Custody Movement Services (metropolitan and regional areas)	$47,690,503
Court Custody and Court Security Services (metropolitan and regional courts)	$36,381,394
Gross Total	**$84,071,897**
Less: Abatements applied	$4,314,384
Net Total	**$79,757,513**
Other payment: Pay Contribution for Contract Workers	$3,737,343

4.1 Custody movement services

The cost of delivering the custody movement services between 1 July 2025 and 30 June 2026 for metropolitan and regional areas was $47,690,503.

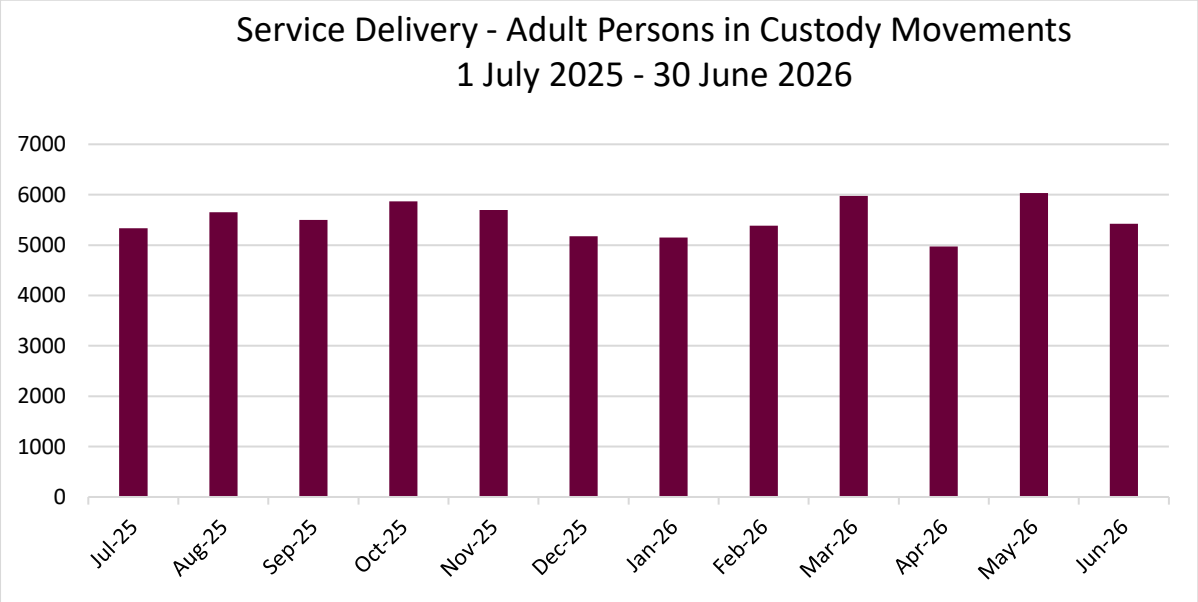
A total of 66,166 persons in custody movements occurred by various means (air, coach, secure vehicle, or other vehicles) for the reporting period. This is a 6% increase of movements compared to the previous financial year with 62,332 movements.

Table 2. Total individual custody movements 2025/2026

Services	Movements	Comments
Inter-prison Transfers	11,907	Inter-prison individual movements include metropolitan to regional and vice versa, and within regional areas and the metropolitan area. Movements are conducted by coach, air or secure vehicle

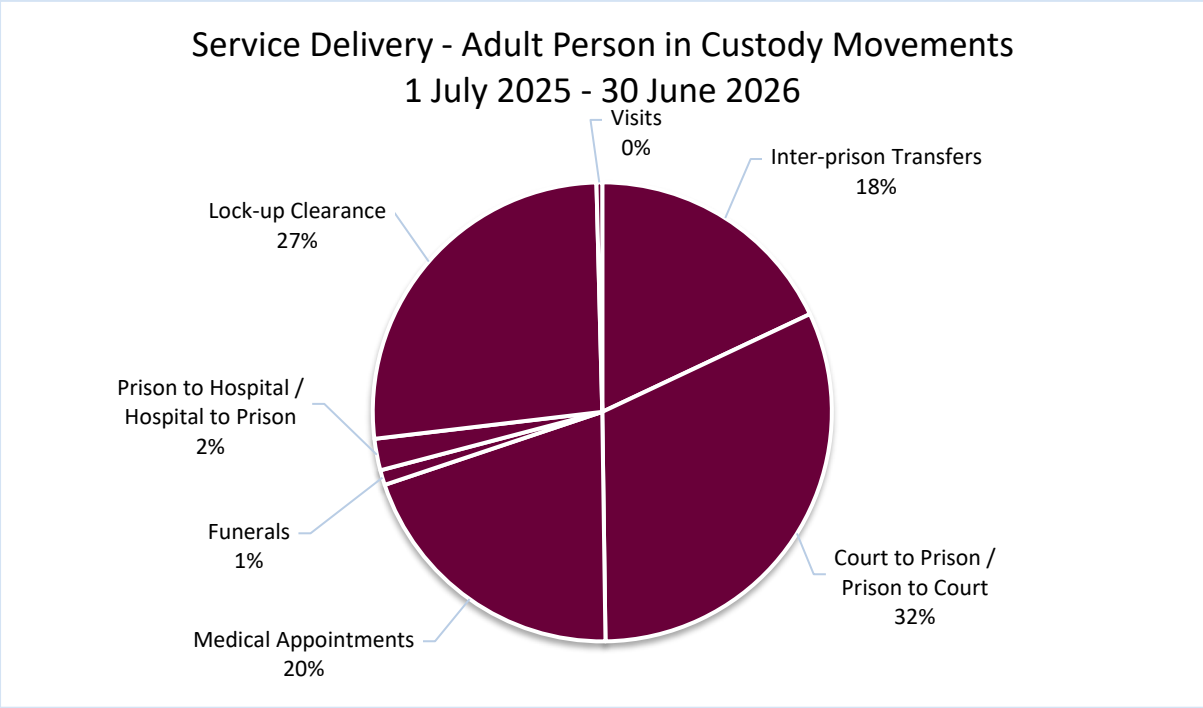
Court Transfers	21,028	Court to prison and prison to court individual movements from the court and prison locations that are specified in the Contract
Medical Appointments	13,281	Medical appointments include individual movements for scheduled and unscheduled appointments in the metropolitan and regional areas
Funerals	696	Funeral movements include individual movements to funeral services locations that have been approved for persons in custody under the Department's policies and procedures
Hospital Admissions	1,471	Hospital admissions include individual movements undertaken to facilitate 1,144 (scheduled and unscheduled) hospital admissions
Lock-up Clearance (Metropolitan and Regional)[1]	17,514	For regional areas, this service clears persons in custody from 25 WA Police Hub locations to local regional prisons. This service requires persons in custody to be cleared within 24 hours of Ventia receiving notice from Corrective Services. During this reporting period, individual lock-up clearances from metropolitan areas for persons in custody were also cleared from the Perth Police Complex in Northbridge
Visits	269	These services include individual visits, movements to visit ill relatives and other approved escorts

Figure 1. Total movement services by month



[1] This data is drawn from the Contractor reported data and reflects the contractual service provisions.

Figure 2. Total annual movement services by type



4.2 Court Custody and Court Security Services

The cost of delivering court custody and court security services at metropolitan and regional courts between 1 July 2025 and 30 June 2026 was $36,381,394. These services supported the safe and orderly operation of courts, the secure management of persons in custody and continuity of court business. The Department monitored delivery through established governance, incident review and compliance processes, and required identified deficiencies to be addressed in accordance with the Contract.

Performance information is considered in the context of the volume and complexity of services delivered. Failures relating to court access-control and courtroom coverage requirements were identified during the reporting period. Each matter was subject to review and contract-management action, including rectification where required and the application of contractual consequences.

Detailed operational information is not included in this report where its disclosure could compromise security arrangements. The Department continues to monitor recurring and emerging risks, including staffing availability, timely service delivery and compliance with site requirements. Matters with the potential to affect safety or court operations are escalated through the Contract's governance arrangements. At the end of the reporting period, identified matters remained subject to ongoing monitoring to confirm that corrective action was implemented and sustained.

5 Contractual Performance

5.1 Specified Events and Key Performance Indicators (KPIs)

The Contract is structured in a way that indicates the Contractor's performance through the total value of abatements applied by the State over the financial year. Abatements are applied in two ways: when Specified Events occur, an abatement is

applied and when KPIs fail to be reached, then a reduction in a performance payment occurs through a reduction in performance points.

When a Specified Event occurs, the State has a discretion as to whether to apply the full level of monetary abatement level specified in the Contract, per failure. This discretion is exercised by taking into account a range of considerations, including any mitigating circumstances that are put forward by the Contractor. A Performance Measure dashboard showing the type and number of Specified Events that occurred in the 2025/2026 reporting period is included in Annexure A.

KPI failures are measured against 36 KPIs. The Contractor's failure to meet a KPI is classified as a Performance Failure that attracts a Performance Assessment Point (PAP) and abatement. A Performance Measure dashboard showing the type and number of Performance Failures against KPIs (measured in PAPs accumulated per category, per quarter) in the 2025/2026 reporting period is included as Annexure B.

5.2 Corrective Measures applied

The total value of abatements applied for Specified Events and Performance Failures for the period 1 July 2025 to 30 June 2026 was $4,314,384.

Of this, the Specified Event abatements during the reporting period totalled $3,379,033.

The remaining abatement for the period 2025/2026 was attributable to 782 Performance Failures, abated to a total of $935,351.

5.3 Performance Incentive Payment

The Contract provides for a Performance Incentive Payment which is calculated as a percentage of the monthly service fee. The monthly Performance Incentive Payment is reduced based on the total Performance Assessment Points the Contractor accumulates each month for failing to meet a KPI.

5.4 Performance Improvement Notice (PIN)

The Contract provides that if the Principal assesses that the Contractor has breached its obligation in the Contract or has failed to perform any element of the Services, the Principal may request the Contractor to improve its performance of the Services by Issuing a PIN, which then requires the Contractor to develop a Rectification Plan for endorsement by the Principal prior to its implementation.

During the reporting period, the Contractor was issued with one PIN related to:

- Provision of Roving Guards at the Cathedral Precinct

For this PIN a Rectification Plan was provided and approved by the Department for implementation by the Contractor.

Three (3) PINs from 2023/2024 and 2024/2025 periods remain active as the Contractor continues working through completing the endorsed Rectification Plans. These PINs relate to:

- Training and Training Records;
- Performance of Hospital Sits; and
- Provision of Roving Guards at (metropolitan and regional Courts).

ANNEXURE A - PERFORMANCE MEASURE DASHBOARD - SPECIFIED EVENTS

SE	Specified Events [SE]	Q 1	Q 2	Q 3	Q 4	TOTAL 2025/26	TOTAL 2024/25
1	SE 1 - Death of a PIC (person in custody).	0	0	0	0	**0**	**0**
2	SE 2 - Escape of a (Secure) PIC: Court Custody Services.	0	0	0	0	0	0
2	SE 2 - Escape of a (Secure) PIC from Secure environment: Movement Services.	0	0	0	0	0	0
2	SE 2 - Escape of a (Secure) PIC from Unsecure environment: Movement Services.	0	0	0	0	0	1
2	SE 2 - Escape of a (Unsecure) PIC: Movement Services.	0	0	0	0	0	0
3	SE 3 - Loss of control of a PIC or facility requiring external assistance to regain control.	0	0	0	0	0	0
4	SE 4 - Unauthorised release of a (Secure) PIC.	2	0	0	0	2	7
4	SE 4 - Unauthorised release of a (Unsecure) PIC.	2	5	1	1	9	10
5	SE 5 - PIC inflicts self-harm resulting in a Non-Serious Permanent Disability.	0	0	0	0	0	0
5	SE 5 - PIC inflicts self-harm resulting in a Serious Permanent Disability.	0	0	0	0	0	0
6	SE 6 - PIC inflicts injury on a person which results in a Non-Serious Permanent Disability.	0	0	0	0	0	0
6	SE 6 - PIC inflicts injury on a person which results in a Serious Permanent Disability.	0	0	0	0	0	0
7	SE 7 - PIC inflicts injury on a person resulting in Death	0	0	0	0	0	0
8	SE 8(a) - Failure to provide a Service leading to a court sitting being cancelled for the day.	0	0	1	0	1	2
8	SE 8(b) - Failure to provide a Service leading to a court building being closed for the day.	0	0	0	0	0	0
8	SE 8(c) - Failure to provide a Service leading to a Service being rescheduled with Agency completing the Service.	0	0	0	0	0	1
8	SE 8(d) - Failure to provide a Service leading to Court or Tribunal being unable to proceed as intended.	4	2	6	3	15	12
8	SE 8(e) - a failure by the Contractor to receive into custody, a person at the designated time, in accordance with the Service Requirements;	0	0	0	0	0	2
8	SE 8(f) - Failure to provide a Service leading to a scheduled movement being cancelled or which needs to be rescheduled by the Principal.	1	0	0	0	1	4
8	SE 8(g) - Failure to provide a Service leading to a scheduled appointment of PiC being cancelled or rescheduled.	106	73	158	132	469	419
8	SE 8(h) - Failure to provide a Service leading to unscheduled Hospital Sit being undertaken by Principal for more than 1 hour after the Hospital Sit should have been undertaken.	115	49	107	116	387	430
8	SE 8(i) - Failure to provide a Service leading to Scheduled Hospital Sit being cancelled/carried out/completed by the Principal.	15	6	3	2	26	9
8	SE 8(j) - Failure to provide a Service leading to PiC being unable to attend a funeral for more than half the time.	28	33	49	53	163	100
8	SE 8(k) - Failure to provide a Service leading to PiC not being cleared from a designated Lock Up location 4 hours after PiC should have been cleared.	5	5	0	2	12	14
8	SE 8(l) - Failure to provide a Service leading to PiC not being cleared from an agreed regional site 1 hour after the time agreed.	0	0	0	0	0	0
9	SE 9 - Failure to perform the Services in a responsive and innovative manner to achieve quality outcomes.	19	13	1	1	34	10
10	SE 10 - Failure to comply with a requirement under clause 35.2 of the Contract.	0	0	0	1	1	0
11	SE 11 -A failure to comply with the actions and/or achieve the outcomes set out in the Performance Improvement Notice or the Rectification Plan or any other arrangement as agreed by the Principal.	1	3	13	17	34	0
	TOTAL	298	189	339	328	1154	1021

ANNEXURE B - PERFORMANCE MEASURE DASHBOARD - KEY PERFORMANCE INDICATORS

KPI	Key Performance Indicators (KPI)	Q1	Q2	Q3	Q4	Total 25/26	Total 24/25
1	Contractor achieves a 99.5% compliance with the Contractor's Operating Manual.	0	0	0	0	0	0
2	Each Project Plan submitted prior to Service Commencement.	0	0	0	0	0	0
3	Each Project Plan is reviewed and, if applicable, updated at least once every six (6) months and in accordance with Best Industry Practice.	0	0	0	0	0	0
4	The Contractor treats all persons fairly and with respect for the inherent dignity of the human person, having due consideration to differing, individual and cultural needs.	6	13	10	9	38	35
5	Operating Manual provided no later than 30 days prior to Service Commencement.	0	0	0	0	0	0
6	Marked up copy of Operating Manual provided on anniversary of the Services Commencement Date each year.	0	0	0	0	0	0
7	The Transport Fleet is maintained in good operating condition, in accordance with DCS minimum standards for secure vehicles, at all times.	19	6	2	1	28	52
8	Contractor Resources Register maintained as required.	0	0	0	0	0	0
9	Each Contract Worker completes required training.	0	0	0	0	0	6
10	Each Contract Worker holds Certificate III within 12 months of commencing work.	0	0	0	0	0	15
11	Contract Worker employed as a supervisor holds Certificate IV within 12 months of commencing work.	0	0	0	0	0	4
12	Fleet Management System maintained at all times with the required information.	0	0	0	0	0	0
13	Critical incidents reported within specified times.	2	0	2	2	6	6
14	Major incidents reported within specified times.	0	1	5	7	13	20
15	Low Level incidents reported within specified times.	0	0	2	5	7	1
16	Monthly Perf Report submitted within 10 business days of end of each month.	0	0	0	0	0	0
17	Contractor provides an Annual Performance Report by 1 September each year.	0	0	0	0	0	0
18	Achievement & maintenance of ISO certification of a Quality Management System at all times 12 months after service commencement.	0	0	0	0	0	0
19	Contractor prevents PICs inflicting self-harm.	0	0	0	1	1	0
20	The Contractor ensures any use of restraints is authorised and the Person in Custody is correctly restrained.	0	0	0	0	0	0
21	Use of restraints authorised and PIC is correctly restrained.	0	0	0	0	0	2
22	Primary security checkpoints manned at all times.	0	0	24	24	48	0
23	Gallery Guards are present at each specified courtroom.	0	0	0	4	4	0
24	Court Orderlies are present at each specified courtroom	0	0	0	0	0	5
25	Duress alarm attended within the determined period.	0	0	0	0	0	0
26	Authorised vehicles enter the Sallyport where Contractor has control.	0	0	0	0	0	0
27	Appropriate/nutritionally balanced meal provided to PICs between specified timeframes.	0	0	0	0	0	0
28	Each PIC collected from Court Custody Centre no more than 60 minutes from the last court.	13	13	15	11	52	27
29	Each PIC is delivered to the required court by the time specified on their warrant.	6	0	0	5	11	5
30	Except for the conduct of later courts, each PIC is delivered to prison from court by 6:00pm.	26	9	9	10	54	37
31	PIC arrives at the relevant Court Custody Centre 30 minutes before the scheduled start where no warrant time specified.	2	11	0	0	13	7
32	PIC arrives to a medical appointment prior to the appointment time.	7	6	3	3	19	16
33	Each Lock Up cleared within 24 hours of receiving notice to clear.	8	8	6	6	28	18
34	The Contractor maintains effective management of court custody centre keys	1	1	1	4	7	5
35	Contractor reports security and custody facilities breakdowns and failures.	0	0	0	0	0	0
36	The Contractor tests duress alarms at courthouses at which it provides court security services at least once per month and maintains a log of such testing requirements.	107	129	191	26	453	0
	TOTAL	**197**	**197**	**270**	**118**	**782**	**261**