

DATED

2026

BASINGSTOKE AND DEANE BOROUGH COUNCIL (1)

and

FOREMOST TREE SURGEONS LIMITED (2)

AGREEMENT

**Relating to provision of
Tree Maintenance Services 2026 – 2031**

Shared Legal Services
Basingstoke & Deane Borough Council and Hart District Council
Civic Offices
London Road
Basingstoke
Hampshire
RG21 4AH

CONTENTS

CLAUSE

1. DEFINITIONS AND INTERPRETATION 5

2. TERM 13

3. EXTENDING THE INITIAL TERM 13

4. DUE DILIGENCE AND CONTRACTOR'S WARRANTY 13

5. NOT USED 15

6. SUPPLY OF SERVICES 15

7. COMPLIANCE 15

8. PAYMENT 16

9. INTEREST 18

10. TUPE 18

11. REPORTING AND MEETINGS 19

12. MONITORING 19

13. DISPUTE RESOLUTION 19

14. SUB-CONTRACTING AND ASSIGNMENT 20

15. INDEMNITIES 20

16. LIMITATION OF LIABILITY 21

17. INSURANCE 23

18. FREEDOM OF INFORMATION 23

19. DATA PROCESSING 24

20. CONFIDENTIALITY 25

21. AUDIT 26

22. TERMINATION FOR BREACH 28

23.	FORCE MAJEURE	29
24.	PREVENTION OF BRIBERY	30
25.	CONSEQUENCES OF TERMINATION OR EXPIRY	31
26.	WAIVER	32
27.	RIGHTS AND REMEDIES	32
28.	THIRD PARTY RIGHTS	32
29.	PUBLICITY	32
30.	NOTICES	32
31.	ENTIRE AGREEMENT	33
32.	GOVERNING LAW	33
33.	JURISDICTION	33
SCHEDULE 1	SPECIFICATION	34
SCHEDULE 2	KPIS	60
SCHEDULE 3	CONTRACTOR'S TENDER	63
SCHEDULE 4	CHARGES AND PAYMENT	64
1.	CALCULATION OF THE CHARGES	64
2.	ANNUAL REVIEW	73
3.	TERMINATION PAYMENT DEFAULT	73
SCHEDULE 5	CONTRACT MANAGEMENT	74
1.	AUTHORISED REPRESENTATIVES	74
2.	KEY PERSONNEL	74
3.	MEETINGS	74
4.	REPORTS	74
SCHEDULE 6	EMPLOYEES	75
1.	INTERPRETATION	75

2.	EMPLOYMENT EXIT PROVISIONS	77
3.	EMPLOYEES	82
	SCHEDULE 7 PENSIONS	83
1.	INTERPRETATION.....	83
2.	PENSION MATTERS.....	83
	SCHEDULE 8 CHANGE CONTROL PROCEDURE	85
	SCHEDULE 9 MOBILISATION AND IMPLEMENTATION PLAN	88
	SCHEDULE 10 BUSINESS CONTINUITY AND DISASTER RECOVERY PLAN ...	89

BETWEEN:

- (1) **BASINGSTOKE AND DEANE BOROUGH COUNCIL** of Civic Offices London Road Basingstoke Hampshire RG21 4AH ('the Council'); and
- (2) **FOREMOST TREE SURGEONS LIMITED** incorporated and registered in England and Wales with company number 04215013 whose registered office is at Unit 11 Diddenham Court, Lambwood Hill, Grazeley, Reading, England, RG7 1JQ ("the Contractor").

BACKGROUND

- (A) The Council requires the provision of tree maintenance services from the Contractor in accordance with the terms and conditions in this Agreement.
- (B) The Council placed a Contract Notice **ocds-h6vhtk-055901** in the Central Digital Platform, seeking expressions of interest from potential providers for the provision of tree maintenance services.
- (C) The Council has, through a competitive process, selected the Contractor to provide these services and the Contractor is willing and able to provide the services in accordance with the terms and conditions of this agreement.

Agreed terms

1. Definitions and Interpretation

- 1.1 The following definitions and rules of interpretation in this clause apply in this agreement.

Achieved KPIs: in respect of any Service in any measurement period, the standard of performance actually achieved by the Contractor in the provision of that Service in the measurement period in question (calculated and expressed in the same way as the KPI for that Service is calculated and expressed in Schedule 2.

Associated Company: any holding company from time to time of the Contractor and any subsidiary from time to time of the Contractor, or any subsidiary of any such holding company.

Authorised Representatives: the persons respectively designated as such by the Council and the Contractor the first such persons being set out in Schedule 5.

Best Industry Practice: the standards which fall within the upper quartile in the relevant industry for the provision of comparable services which are substantially similar to the Services or the relevant part of them, having regard to factors such as the nature and size of the parties, the KPIs, the term, the pricing structure and any other relevant factors.

Bi-Monthly Priority Work: A single amalgamation/parcel of various works to maintain trees in response to ad-hoc resident enquiries/requests (outside of the routine cyclical inspection regime). This parcel of work is collated and instructed approximately every two months. Such work parcels are identified on the Client tree-management database (Ezytreev), with a four-digit Works Instruction code.

Bribery Act: the Bribery Act 2010 together with any guidance or codes of practice issued by the relevant government department concerning the legislation.

Business Continuity and Disaster Recovery Plan: a plan which sets out the procedures to be adopted by the Contractor in the event that he suffers a material loss of use or premises and/or equipment (either on a temporary or permanent basis) by reason of a Disaster (including the procedures to be taken by the Contractor in planning and providing for any such event), the Disaster Recovery Plan at the date of this agreement being set out in Schedule 10.

Catastrophic Failure:

a failure by the Contractor for whatever reason to implement the Business Continuity and Disaster Recovery Plan successfully and in accordance with its terms on the occurrence of a Disaster; or

any action by the Contractor, whether in relation to the Services and this agreement or otherwise, which in the reasonable opinion of the Council's Authorised Representative has or may cause significant harm to the reputation of the Council.

Change: any change to this agreement including to any of the Services.

Change Control Note: the written record of a Change agreed or to be agreed by the parties pursuant to the Change Control Procedure.

Change Control Procedure: the procedure for changing this agreement, as set out in Schedule 8.

Charges: the charges which shall become due and payable by the Council to the Contractor in respect of the Services in accordance with the provisions of this agreement, as such charges are set out in Schedule 4 upto a maximum of of £2,299,000.

Commencement Date: the date of this agreement.

Confidential Information: means all confidential information (however recorded or preserved) disclosed by a party or its Representatives to the other party and

that party's Representatives in connection with this agreement, including but not limited to:

- a) any information that would be regarded as confidential by a reasonable businessperson relating to: (i) the business, affairs, Councils, Contractor s or plans of the disclosing party; and (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party;
- b) any information developed by the parties in the course of carrying out this agreement;
- c) Personal Data;
- d) any Commercially Sensitive Information.

Connected Person: has the meaning given in paragraph 45, Part 3, Schedule 5 of Procurement Act 2023.

Consistent Failure: shall have the meaning set out in Schedule 2.

Contractor Party: the Contractor's agents and contractors, including each Sub-Contractor.

Contractor Personnel: all employees, staff, other workers, agents and consultants of the Contractor and of any Sub-Contractors who are engaged in the provision of the Services from time to time.

Contractor's Tender: the tender submitted by the Contractor and other associated documentation set out in Schedule 3.

Controller: as defined in the Data Protection Legislation.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679), the Data Protection Act 2018, the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

Debarment List: the list of suppliers referred to in section 62 of the Procurement Act 2023.

Default: any breach of the obligations of the relevant party (including abandonment of this agreement in breach of its terms, repudiatory breach or breach of a fundamental term) or any other default, act, omission, negligence of statement:

- a) in the case of the Authority, of its employees, servants, agents;
- b) in the case of the Contractor, of its Sub-contractors or any Contractor Personnel,

in connection with or in relation to the subject matters of this agreement and in respect of which such party is liable to the other.

Default Notice: is defined in clause 6.3.

Disaster: an event defined as a disaster in the Disaster Recovery Plan.

Dispute Resolution Procedure: the procedure set out in clause 13.

Effective Date: the date of this agreement.

EIRs: the Environmental Information Regulations 2004 (SI 2004/3391) together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

Emergency' or 'Out of Hours' Call-Outs: An instruction from the AR or an Out-Of-Hours Service representative to attend site and deal with the described/reported situation as a matter of priority.

Employees: those employees and workers whose contracts of employment transfer to the Contractor as at the Effective Date.

Employment Regulations: the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246).

Equalities Legislation: the Racial and Religious Hatred Act 2006, the Civil Partnership Act 2004, the Sex Discrimination (Gender Reassignment) Regulations 1999 the Gender Recognition Act 2004 the Employment Equality (Sex Discrimination) Regulations 2005 the Employment Equality (Age) Regulations 2006 (Amendment) Regulations 2008, the Equality Act 2006 and the Equality Act 2010.

Equality Requirements: The Council and the Contractor shall comply with all Equality Legislation in force from time to time insofar as it relates to service provision. Contractor shall not unlawfully discriminate within the meaning and scope of the provisions of Equality Legislation in respect of its employees and employment practices. The Contractor shall take all reasonable steps to secure that all servants, agents and Sub-Contractors of it do not unlawfully discriminate as set out in this Clause.

Extension period: shall have the meaning given to it in clause 3.1.

FOIA: the Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

Force Majeure: any circumstance not within a party's reasonable control including, without limitation:

- a) acts of God, flood, drought, earthquake or other natural disaster;
- b) epidemic or pandemic;

- c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- d) nuclear, chemical or biological contamination or sonic boom;
- e) any law or action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition;
- f) collapse of buildings, fire, explosion or accident; and
- g) any labour or trade dispute, strikes, industrial action or lockouts (excluding any labour or trade dispute, strike, industrial action or lockout confined to the Contractor 's workforce or the workforce of any Subcontractor of the Contractor).

Health and Safety Policy: the health and safety policy of the Council as provided to the Contractor on or before the Commencement Date and as subsequently provided to the Contractor from time to time except any provision of any such subsequently provided policy that cannot be reasonably reconciled to ensuring compliance with applicable law regarding health and safety.

Information: has the meaning given under section 84 of FOIA.

Initial Term: the period commencing on the Commencement Date and ending on the 5th anniversary of the Commencement Date.

Insolvency Event: where:

- a) the Contractor suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- b) the Contractor commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of the Contractor with one or more other companies or the solvent reconstruction of that other party;
- c) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Contractor;
- d) an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Contractor; or

- e) the Contractor suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

KPIs: the key performance indicators set out in Schedule 2.

Key Personnel: those personnel identified in Schedule 5 for the roles attributed to such personnel, as may be amended from time to time.

Law: means any legal provision the Contractor must comply with including any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body, whether in the UK or elsewhere.

Mobilisation and Implementation Plan: means a plan detailing how the Contractor will use the time between the awarding of the contract and service launch to ensure their organisation is ready for the contract start date of 5th January 2026 as set out at 0.

Necessary Consents: all approvals, certificates, authorisations, permissions, licences, permits, regulations and consents necessary from time to time for the performance of the Services.

Personal Data: as defined in the Data Protection Legislation.

Priority Work: Is a work instruction that is supported with explanatory detail and specifically falls outside of the classification of Ward Work, Bi-Monthly Priority Work, and any Emergency or Out of Hours call-outs.

Processor: as defined in the Data Protection Legislation.

Prohibited Act: the following constitute Prohibited Acts:

- a) to directly or indirectly offer, promise or give any person working for or engaged by the Council a financial or other advantage as an inducement or reward for any improper performance of a relevant function of activity in relation to obtaining this agreement or any other contract with the Contractor;

- b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this agreement;
- c) committing any offence: (i) under the Bribery Act; (ii) under legislation or common law concerning fraudulent acts; or (iii) of defrauding, attempting to defraud or conspiring to defraud the Authority;
- d) any activity, practice or conduct which would constitute one of the offences listed under (c) above, if such activity, practice or conduct had been carried out in the UK.

Relevant Requirements: all applicable law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010.

Relevant Transfer: a relevant transfer for the purposes of TUPE.

Remediation Notice: a notice served by the Council in accordance with clause 30.1(a).

Replacement Services: any services that are identical or substantially similar to any of the Services and which the Council receives in substitution for any of the Services following the termination or expiry of this agreement, whether those services are provided by the Council internally or by any Replacement Contractor.

Replacement Contractor: any third-party Contractor of Replacement Services appointed by the Council from time to time.

Representatives: means, in relation to a party, its employees, officers, representatives and advisors.

Request for Information: a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the EIRs.

Services: the services to be delivered by or on behalf of the Contractor under this agreement, as more particularly described in Schedule 1 and Schedule 3.

Sub-Contract: any contract or agreement, or proposed contract or agreement, between the Contractor and a third party pursuant to which that third party agrees to provide to the Contractor the Services or any part of the Services, or facilities or services necessary for the provision of the Services or any part of the Services.

Sub-Contractor: the third parties that enter into a Sub-Contract with the Contractor.

Term: the period of the Initial Term as may be varied by:

- a) any Extension Period; or
- b) the earlier termination of this agreement in accordance with its terms.

Termination Date: the date of expiry or termination of this agreement.

TUPE: the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246).

Ward Work: A single amalgamation/parcel of various works required to maintain trees as a result of the routine cyclical inspection regime which are broadly organised by Ward. Such work parcels are identified on the Client tree-management database (Ezytreev), with a four-digit Works Instruction code.

Working Day: Monday to Friday, excluding any public holidays in England and Wales.

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement and any reference to this agreement includes the schedules.
- 1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and includes any subordinate legislation for the time being in force made under it.
- 1.9 A reference to **writing** or **written** includes fax but not e-mail.
- 1.10 Any obligation in this agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.11 A reference in this agreement to any other agreement or a document is a reference to such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this agreement) from time to time.

- 1.12 References to clauses and schedules are to the clauses and schedules of this agreement and references to paragraphs are to paragraphs of the relevant schedule.
- 1.13 Any words following the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

Commencement and duration

2. Term

- 2.1 This agreement shall take effect on the Commencement Date and shall continue for the Term.

3. Extending the initial term

- 3.1 The Council may extend this agreement beyond the Initial Term by 2 further periods of 12 months (each such extension together with any such extensions, being the "Extension Period"). If the Council wishes to extend this agreement, it shall give the Contractor at least 3 months' written notice of such intention before the expiry of the Initial Term or Extension Period.
- 3.2 If the Council gives such notice, then the Term shall be extended by the period set out in the notice.
- 3.3 If the Council does not wish to extend this agreement beyond the Initial Term this agreement shall expire on the expiry of the Initial Term and the provisions of clause 25 shall apply.

4. Due diligence and Contractor's warranty

- 4.1 The Contractor acknowledges and confirms that:
- (a) the Council has delivered or made available to the Contractor all of the information and documents that the Contractor considers necessary or relevant for the performance of its obligations under this agreement;
 - (b) it has made and shall make its own enquiries to satisfy itself as to the accuracy and adequacy of any information supplied or made available to it by or on behalf of the Council pursuant to clause 4.1(a);

- (c) it has satisfied itself (whether by inspection or having raised all relevant due diligence questions with the Council before the Commencement Date) of all relevant details relating to the performance of its obligations under this agreement (including without limitation the suitability of Council Premises); and
 - (d) it has entered into this agreement in reliance on its own due diligence.
- 4.2 Save as provided in this agreement, no representations, warranties or conditions are given or assumed by the Council in respect of any information which is provided to the Contractor by the Council and any such representations, warranties or conditions are excluded, save to the extent that such exclusion is prohibited by law.
- 4.3 The Contractor:
 - (a) warrants and represents that all information and statements made by the Contractor as a part of the procurement process, including without limitation the Contractor's Tender or response to any pre-qualification questionnaire (if applicable), remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Council prior to execution of the agreement; and
 - (b) shall promptly notify the Council in writing if it becomes aware during the performance of this agreement of any inaccuracies in any information provided to it by the Council during such due diligence which materially and adversely affects its ability to perform the Services or meet any Target KPIs.
- 4.4 The Contractor shall not be entitled to recover any additional costs from the Council which arise from, or be relieved from any of its obligations as a result of, any matters or inaccuracies notified to the Council by the Contractor in accordance with clause 4.3(b), save where such additional costs or adverse effect on performance have been caused by the Contractor having been provided with fundamentally misleading information by or on behalf of the Council and the Contractor could not reasonably have known that the information was incorrect or misleading at the time such information was provided. If this exception applies, the Contractor shall be entitled to recover such reasonable additional costs from the Council or shall be relieved from performance of certain obligations as shall be determined by the Change Control Procedure.
- 4.5 Nothing in this clause 4 shall limit or exclude the liability of the Council for fraud or fraudulent misrepresentation.

5. NOT USED

6. Supply of services

6.1 The Contractor shall provide the Services to the Council with effect from the Commencement Date and for the duration of this agreement in accordance with the provisions of this agreement, including without limitation Schedule 1 and Schedule 3.

6.2 The Contractor shall supply the Services at all times in compliance with the Equality Requirements and Best Industry Practice.

6.3 In the event that the Contractor does not comply with the provisions of clause 6.1 in any way, the Council may serve the Contractor with a notice in writing setting out the details of the Contractor's default ("a Default Notice").

7. Compliance

7.1 The Contractor shall ensure that all Necessary Consents are in place to provide the Services, and the Council shall not (unless otherwise agreed in writing) incur any additional costs associated with obtaining, maintaining or complying with the same.

7.2 Where there is any conflict or inconsistency between the provisions of this agreement and the requirements of a Necessary Consent, then the latter shall prevail, provided that the Contractor has made all reasonable attempts to obtain a Necessary Consent in line with the requirements of the Services and the Contractor has notified the Council in writing.

7.3 The Contractor shall (and shall procure that the Contractor Personnel shall) perform its obligations under this agreement (including those in relation to the Services) in accordance with:

- (a) all applicable law regarding health and safety; and
- (b) the Health and Safety Policy whilst at the Council Premises.

7.4 Each Party shall notify the other as soon as practicable of any health and safety incidents or material health and safety hazards at the Council Premises of which it becomes aware, and which relate to or arise in connection with the performance of this agreement. The Contractor shall instruct the Contractor Personnel to adopt any necessary associated safety measures in order to manage any such material health and safety hazards.

7.5 The Contractor shall (and shall procure that the Contractor Personnel shall):

- (a) perform its obligations under this agreement (including those in relation to the Services) in accordance with:
 - (i) all applicable equality law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy, maternity or otherwise);
 - (ii) the Authority's equality and diversity policy as provided to the Contractor from time to time;
 - (iii) any other requirements and instructions which the Council reasonably imposes in connection with any equality obligations imposed on the Council at any time under applicable equality law;
- (b) take all necessary steps, and inform the Council of the steps taken, to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission or (any successor organisation); and
- (c) at all times comply with the provisions of the Human Rights Act 1998 in the performance of this agreement. The Contractor shall also undertake, or refrain from undertaking, such acts as the Council requests so as to enable the Council to comply with its obligations under the Human Rights Act 1998.

8. Payment

- 8.1 In consideration of the provision of the Services by the Contractor in accordance with the terms and conditions of this agreement, the Council shall pay the Charges to the Contractor.
- 8.2 Unless otherwise stated in Schedule 4, the Charges:
 - (a) shall remain fixed during the Term; and
 - (b) is the entire price payable by the Council to the Contractor in respect of the Services and includes, without limitation, any royalties, licence fees, supplies and all consumables used by the Contractor, travel costs, accommodation expenses and the cost of Contractor Personnel.
- 8.3 The Contractor shall invoice the Council for payment of the Charges at the end of each calendar month. All invoices shall be directed to the Authority's Authorised Representative and shall contain such information as the Council may inform the Contractor from time to time. Any such invoices shall take into account any Defaults which have been accrued in the previous period.
- 8.4 Where the Contractor submits an invoice to the Council in accordance with clause 8.3, the Council will consider and verify that invoice within 10 Working Days.

- 8.5 The Council shall pay the Contractor any sums due under such an invoice no later than a period of 30 days from the date on which the Council has determined that the invoice is valid and undisputed.
- 8.6 Where the Council fails to comply with clause 8.4, and there is an undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purposes of clause 8.5 10 Working Days after the date on which it is received by the Authority.
- 8.7 Where the Contractor enters into a Sub-Contract, the Contractor shall include in that Sub-Contract:
- (a) provisions having the same effect as clause 8.4 to clause 8.6 of this agreement; and
 - (b) a provision requiring the counterparty to that Sub-Contract to include in any Sub-Contract which it awards provisions having the same effect as clause 8.4 to clause 8.6 of this agreement.

In this clause 8.7, "Sub-Contract" means a contract between two or more Contractors, at any stage of remoteness from the Council in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this agreement.

- 8.8 Where any party disputes any sum to be paid by it then a payment equal to the sum not in dispute shall be paid and the dispute as to the sum that remains unpaid shall be determined in accordance with clause 13. Provided that the sum has been disputed in good faith, interest due on any sums in dispute shall not accrue until the earlier of 10 Working Days after resolution of the dispute between the parties.
- 8.9 Subject to clause 8.8, interest shall be payable on the late payment of any undisputed Charges properly invoiced under this agreement in accordance with clause 9. The Contractor shall not suspend the supply of the Services if any payment is overdue unless it is entitled to terminate this agreement under clause 22.4 for failure to pay undisputed charges.
- 8.10 The Charges are stated inclusive of VAT, which shall be paid by the Council following delivery of a valid VAT invoice. The Contractor shall indemnify the Council against any liability (including any interest, penalties or costs incurred) which is levied, demanded or assessed on the Council at any time in respect of the Contractor's failure to account for, or to pay, any VAT relating to payments made to the Contractor under this agreement.

- 8.11 The Contractor shall maintain complete and accurate records of, and supporting documentation for, all amounts which may be chargeable to the Council pursuant to this agreement. Such records shall be retained for inspection by the Council for 5 years from the end of the Contract Year to which the records relate.
- 8.12 The Council may retain or set off any sums owed to it by the Contractor which have fallen due and payable against any sums due to the Contractor under this agreement or any other agreement pursuant to which the Contractor or any Associated Company of the Contractor provides goods or services to the Authority.
- 8.13 If the Council wishes to set off any amount owed by the Contractor to the Council against any amount due to the Contractor pursuant to clause 8.12 it shall give notice to the Contractor within 30 days of receipt of the relevant invoice, setting out the Authority's reasons for withholding or retaining the relevant Charges.
- 8.14 The Contractor shall make any payments due to the Council without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise, unless the Contractor has a valid court order requiring an amount equal to such deduction to be paid by the Council to the Contractor.

9. Interest

- 9.1 Each party shall pay interest on any sum due under this agreement, calculated as follows:
- (a) Rate. 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
 - (b) Period. From when the overdue sum became due, until it is paid.

10. TUPE

- 10.1 The Council and the Contractor have agreed the terms and conditions which shall apply in relation to Employees and Exit Transferring Employees in Schedule 6 (Employees) and both parties shall comply with the provisions of that Schedule 6 (Employees).
- 10.2 The Council and the Contractor have, in addition to the matters referred to in clause 10.1, agreed the terms and conditions which shall apply in relation to the pensions of Employees and Exit Transferring Employees in Schedule 7 (Pensions) and both parties shall comply with the provisions of that Schedule 7 (Pensions).

11. Reporting and meetings

- 11.1 The Authorised Representatives and relevant Key Personnel shall meet in accordance with the details set out in Schedule 5 and the Contractor shall, at each meeting, present any reports as in the format set out in that Schedule.

12. Monitoring

- 12.1 The Council may monitor the performance of the Services by the Contractor.
- 12.2 The Contractor shall co-operate, and shall procure that its Sub-Contractors co-operate, with the Council in carrying out the monitoring referred to in clause 12.1 at no additional charge to the Authority.

13. Dispute resolution

- 13.1 If a dispute arises out of or in connection with this agreement or the performance, validity or enforceability of it ("Dispute") then the parties shall follow the procedure set out in this clause:
- (a) either party shall give to the other written notice of the Dispute, setting out its nature and full particulars ("Dispute Notice"), together with relevant supporting documents. On service of the Dispute Notice, the Authorised Representatives shall attempt in good faith to resolve the Dispute;
 - (b) if the Authorised Representatives are for any reason unable to resolve the Dispute within 30 days of service of the Dispute Notice, the Dispute shall be referred to the Authority's relevant Head of Service and the Contractor's appropriately senior representative who shall attempt in good faith to resolve it; and
 - (c) if the Authority's Head of Service and the Contractor's appropriately senior representative are for any reason unable to resolve the Dispute within 30 days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR. To initiate the mediation, a party must serve notice in writing (ADR notice) to the other party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR. The mediation will start not later than 10 Working Days after the date of the ADR notice.
- 13.2 The commencement of mediation shall not prevent the parties commencing or continuing court proceedings in relation to the Dispute under clause 30.3 which clause shall apply at all times.

14. Sub-Contracting and assignment

- 14.1 Subject to clause 14.3, neither party shall assign, novate, subcontract or otherwise dispose of any or all of its rights and obligations under this agreement without the prior written consent of the other party, neither may the Contractor sub-contract the whole or any part of its obligations under this agreement except with the express prior written consent of the Authority, such consent not to be unreasonably withheld.
- 14.2 In the event that the Contractor enters into any Sub-Contract in connection with this agreement it shall:
- (a) remain responsible to the Council for the performance of its obligations under the agreement notwithstanding the appointment of any Sub-Contractor and be responsible for the acts omissions and neglects of its Sub-Contractors;
 - (b) impose obligations on its Sub-Contractor in the same terms as those imposed on it pursuant to this agreement and shall procure that the Sub-Contractor complies with such terms; and
 - (c) provide a copy, at no charge to the Authority, of any such Sub-Contract on receipt of a request for such by the Authority's Authorised Representative.
- 14.3 The Council shall be entitled to novate (and the Contractor shall be deemed to consent to any such novation) the agreement to any other body which substantially performs any of the functions that previously had been performed by the Authority.
- 14.4 Provided that the Council has given prior written consent, the Contractor shall be entitled to novate the agreement where:
- (a) the specific change in contractor was provided for in the procurement process for the award of this agreement;
 - (b) there has been a universal or partial succession into the position of the Contractor, following a corporate restructuring, including takeover, merger, acquisition or insolvency, by another economic Contractor that meets the criteria for qualitative selection applied in the procurement process for the award of this agreement.

15. Indemnities

- 15.1 Subject to clause 15.2, the Contractor shall indemnify and keep indemnified the Council against all liabilities, costs, expenses, damages and losses incurred by the Council arising out of or in connection with:

- (a) the Contractor's breach or negligent performance or non-performance of this agreement;
- (b) any claim made against the Council arising out of or in connection with the provision of the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this agreement by the Contractor or Contractor Personnel;
- (c) the enforcement of this agreement.

15.2 The indemnity under clause 15.1 shall apply except insofar as the liabilities, costs, expenses, damages and losses incurred by the Council are directly caused (or directly arise) from the negligence or breach of this agreement by the Council or its Representatives.

16. Limitation of liability

16.1 Subject to clause 16.2, neither party shall be liable to the other party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any indirect or consequential loss arising under or in connection with this agreement.

16.2 Notwithstanding the provisions of clause 16.1, but subject to clause 16.4, the Contractor assumes responsibility for and acknowledges that the Council may, amongst other things, recover:

- (a) sums paid by the Council to the Contractor pursuant to this agreement, in respect of any services not provided in accordance with the agreement;
- (b) wasted expenditure;
- (c) additional costs of procuring and implementing replacements for, or alternatives to, the Services, including consultancy costs, additional costs of management time and other personnel costs and costs of equipment and materials;
- (d) losses incurred by the Council arising out of or in connection with any claim, demand, fine, penalty, action, investigation or proceeding by any third party (including any Subcontract, Contractor Personnel, regulator or Council of the Authority) against the Council caused by the act or omission of the Contractor; and
- (e) any anticipated savings.

16.3 Each party shall at all times take all reasonable steps to minimise and mitigate any loss or damage arising out of or in connection with this agreement, including any losses for which the relevant party is entitled to bring a claim against the other party pursuant to the indemnities in this agreement.

16.4 Subject to clause 16.1 and clause 16.7, the Contractor 's aggregate liability:

- (a) is unlimited in respect of:
 - (i) the indemnities in clause 14.1;
 - (ii) any breach of clause 24;
 - (iii) the Contractor's wilful default.
- (b) in respect of all other claims, losses or damages, whether arising from tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this agreement, shall be limited in each Contract Year to:
 - (i) for liability arising from loss of or damage to property, £10,000,000 per occurrence; and
 - (ii) for all other liabilities, the higher of:
 - (A) £50,000; or
 - (B) 125% of the total Charges which would be payable under the Contract.

16.5 Nothing in this agreement shall limit any liability under Schedule 6 (TUPE-related indemnities).

16.6 Subject to clause 16.1 and clause 16.7, the Authority's aggregate liability to the Contractor for all claims, losses or damages, whether arising from tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this agreement (other than a failure to pay any of the Charges that are properly due and payable and for which the Council shall remain fully liable), shall be limited in any Contract Year to the total Charges payable in such Contract Year.

16.7 Notwithstanding any other provision of this agreement neither party limits or excludes its liability for:

- (a) fraud or fraudulent misrepresentation;
- (b) death or personal injury caused by its negligence (or the negligence of its personnel, agents or subcontractors);
- (c) breach of any obligation as to title implied by statute; or
- (d) any other liability for which may not be limited under any applicable law.

17. Insurance

17.1 The Contractor shall at its own cost effect and maintain with a reputable insurance company a policy or policies of insurance for the Term of this Agreement providing as a minimum the following levels of cover:

- (a) public liability insurance with a limit of indemnity of not less than £10 million in relation to any one claim or series of claims;
- (b) employer's liability insurance with a limit of indemnity of not less than £10 million;
- (c) professional indemnity insurance with a limit of indemnity of not less than £2 million in relation to any one claim or series of claims and shall ensure that all professional consultants or Sub-Contractors involved in the provision of the Services hold and maintain appropriate cover;
- (d) any other insurances reasonably required by applicable law or by the Council.

("the Required Insurances"). The cover shall be in respect of all risks which may be incurred by the Contractor, arising out of the Contractor's performance of the agreement, including death or personal injury, loss of or damage to property or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Contractor.

17.2 The Contractor shall give the Authority, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the Required Insurances are in place, together with receipts or other evidence of payment of the latest premiums due under those policies.

17.3 If, for whatever reason, the Contractor fails to give effect to and maintain the Required Insurances, the Council may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Contractor.

17.4 The terms of any insurance or the amount of cover shall not relieve the Contractor of any liabilities under the agreement.

18. Freedom of information

18.1 The Contractor acknowledges that the Council is subject to the requirements of the FOIA and the EIRs. The Contractor shall:

- (a) provide all necessary assistance and cooperation as reasonably requested by the Council to enable the Council to comply with its obligations under the FOIA and EIRs;

- (b) transfer to the Council all Requests for Information relating to this agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
- (c) provide the Council with a copy of all Information belonging to the Council requested in the Request for Information which is in its possession or control in the form that the Council requires within 5 Working Days (or such other period as the Council may reasonably specify) of the Authority's request for such Information; and
- (d) not respond directly to a Request for Information unless authorised in writing to do so by the Authority.

18.2 The Contractor acknowledges that the Council may be required under the FOIA and EIRs to disclose Information (including Commercially Sensitive Information) without consulting or obtaining consent from the Contractor. The Council shall take reasonable steps to notify the Contractor of a Request For Information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this agreement) the Council shall be responsible for determining in its absolute discretion whether any Commercially Sensitive Information and/or any other information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

18.3 Notwithstanding any other term of this agreement, the Contractor consents to the publication of this agreement in its entirety (including variations), subject only to the redaction of information that is exempt from disclosure in accordance with the provisions of the FOIA and EIRs.

18.4 The Council shall, prior to publication, consult with the Contractor on the manner and format of publication and to inform its decision regarding any redactions but shall have the final decisions in its absolute discretion. The Contractor shall assist and co-operate with the Council to enable the Council to publish this agreement.

19. Data processing

19.1 It is not anticipated that any Personal Data will be processed under this Agreement. However, if any Personal Data is processed in relation to this Agreement both parties shall comply at all times with the Data Protection Legislation and shall not perform their obligations under this Agreement in such a way as to cause the other party to breach any of its applicable obligations under the Data Protection Legislation.

20. Confidentiality

- 20.1 Subject to clause 20.2, each party shall keep the other party's Confidential Information confidential and shall not:
- (a) use such Confidential Information except for the purpose of performing its rights and obligations under or in connection with this agreement; or
 - (b) disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause 20.
- 20.2 The obligation to maintain confidentiality of Confidential Information does not apply to any Confidential information:
- (a) which the other party confirms in writing is not required to be treated as Confidential Information;
 - (b) which is obtained from a third party who is lawfully authorised to disclose such information without any obligation of confidentiality;
 - (c) which a party is required to disclose by judicial, administrative, governmental or regulatory process in connection with any action, suit, proceedings or claim or otherwise by applicable law, including the FOIA or the EIRs;
 - (d) which is in or enters the public domain other than through any disclosure prohibited by this agreement;
 - (e) which a party can demonstrate was lawfully in its possession prior to receipt from the other party; or
 - (f) which is disclosed by the Council on a confidential basis to any central government or regulatory body.
- 20.3 A party may disclose the other party's Confidential information to those of its Representatives who need to know such Confidential Information for the purposes of performing or advising on the party's obligations under this agreement, provided that:
- (a) it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and
 - (b) it procures that its Representatives shall, in relation to any Confidential Information disclosed to them, comply with the obligations set out in this clause as if they were a party to this agreement,
 - (c) and at all times, it is liable for the failure of any Representatives to comply with the obligations set out in this clause 20.3.

20.4 The provisions of this clause 20 shall survive for a period of 2 years from the Termination Date.

21. Audit

21.1 During the Term and for a period of 5 years after the Termination Date, the Council (acting by itself or through its Representatives) may conduct an audit of the Contractor, including for the following purposes:

- (a) to verify the accuracy of Charges (and proposed or actual variations to them in accordance with this agreement) and/or the costs of all Contractors (including Sub-Contractors) of the Services;
- (b) to review the integrity, confidentiality and security of any data relating to the Council or any service users;
- (c) to review the Contractor's compliance with the Data Protection Legislation, the FOIA, in accordance with clause 19 (Data Protection) and clause 18 (Freedom of Information) and any other legislation applicable to the Services;
- (d) to review any records created during the provision of the Services;
- (e) to review any books of account kept by the Contractor in connection with the provision of the Services;
- (f) to carry out the audit and certification of the Authority's accounts;
- (g) to carry out an examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Council has used its resources;
- (h) to verify the accuracy and completeness of all reports delivered or required by this agreement.

21.2 Except where an audit is imposed on the Council by a regulatory body or where the Council has reasonable grounds for believing that the Contractor has not complied with its obligations under this agreement, the Council may not conduct an audit under this clause 21 more than twice in any calendar year.

21.3 The Council shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Contractor or delay the provision of the Services.

21.4 Subject to the Authority's obligations of confidentiality, the Contractor shall on demand provide the Council and any relevant regulatory body (and/or their agents or representatives) with all reasonable co-operation and assistance in relation to each audit, including:

- (a) all information requested by the above persons within the permitted scope of the audit;
 - (b) reasonable access to any sites and to any equipment used (whether exclusively or non-exclusively) in the performance of the Services; and
 - (c) access to the Contractor Personnel.
- 21.5 The Council shall endeavour to (but is not obliged to) provide at least 15 Working Days' notice of its intention or, where possible, a regulatory body's intention, to conduct an audit.
- 21.6 The parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause, unless the audit identifies a material failure to perform its obligations under this agreement in any material manner by the Contractor in which case the Contractor shall reimburse the Council for all the Authority's reasonable costs incurred in the course of the audit.
- 21.7 If an audit identifies that:
- (a) the Contractor has failed to perform its obligations under this agreement in any material manner, the parties shall agree and implement a remedial plan. If the Contractor 's failure relates to a failure to provide any information to the Council about the Charges, proposed Charges or the Contractor's costs, then the remedial plan shall include a requirement for the provision of all such information;
 - (b) the Council has overpaid any Charges, the Contractor shall pay to the Council the amount overpaid within 20 days. The Council may deduct the relevant amount from the Charges if the Contractor fails to make this payment; and
 - (c) the Council has underpaid any Charges, the Council shall pay to the Contractor the amount of the under-payment within 20 days.

Intellectual property

- 21.8 Each Party shall retain ownership of all Intellectual Property Rights created, developed, or owned by it prior to the Commencement Date, and created or developed independently of this Agreement.
- 21.9 All Intellectual Property Rights created solely by either Party in connection with the performance of the Services or this Agreement shall vest in the Party who created it.

- 21.10 Where Intellectual Property Rights are jointly developed by both Parties, such rights shall be owned jointly in equal shares, unless otherwise agreed in writing.
- 21.11 The Contractor grants to the Council for the Term of this Agreement only a licence to use any Intellectual Property created for use as part of the Services.
- 21.12 The Contractor shall indemnify the Council against all claims, demands, actions, costs, expenses (including legal costs and disbursements on a solicitor and client basis), losses and damages arising from or incurred by reason of any infringement or alleged infringement (including the defence of such alleged infringement) of any Intellectual Property Right by the availability of the Services, except to the extent that they have been caused by or contributed to by the Authority's acts or omissions.

22. Termination for breach

- 22.1 The Council may terminate this agreement with immediate effect by the service of written notice on the Contractor in the following circumstances:
- (a) if the Contractor is in breach of any material obligation under this agreement provided that if the breach is capable of remedy, the Council may only terminate this agreement under this clause 22.1 if the Contractor has failed to remedy such breach within 28 days of receipt of notice from the Council ("a Remediation Notice") to do so;
 - (b) if a Consistent Failure has occurred;
 - (c) if a Catastrophic Failure has occurred;
 - (d) if the Contractor becomes insolvent
 - (e) The Council may give the Contractor written notice of its intention to terminate if it considers that a termination ground listed in section 78(2) of the Procurement Act 2023 applies. A notice of an intention to terminate under this clause must:
 - (i) set out which termination ground the Council considers applies pursuant to section 78(2) of the Procurement Act 2023 together with the Council's reasons for deciding to terminate on this basis;
 - (ii) invite the Contractor to make representations to the Council about the existence of the termination ground and the Council's decision to terminate;
 - (iii) specify the means by which, and the time by which, such representations must be made; and
 - (iv) insofar as it states the Council's intention to terminate by reference to the status of a Sub-contractor under section 78(2)(b) or (c) of the

Procurement Act 2023, specify a time by which the Contractor may terminate the Subcontract and, if necessary, appoint an alternative Subcontractor.

- 22.2 The Council may terminate this agreement in accordance with the provisions of clause 24 and clause 24.
- 22.3 If this agreement is terminated by the Council pursuant to this clause 22, such termination shall be at no loss or cost to the Council and the Contractor hereby indemnifies the Council against any such losses or costs which the Council may suffer as a result of any such termination.
- 22.4 The Contractor may terminate this agreement in the event that the Council commits a Termination Payment Default by giving 30 days' written notice to the Authority. In the event that the Council remedies the Termination Payment Default in the 30-day notice period, the Contractor's notice to terminate this agreement shall be deemed to have been withdrawn.

23. Force majeure

- 23.1 Provided it has complied with the remaining provisions of this clause 23, if a party is prevented, hindered or delayed in or from performing any of its obligations under this agreement by a Force Majeure Event ("Affected Party"), the Affected Party shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of such obligations.
- 23.2 The corresponding obligations of the other party will be suspended to the same extent as those of the Affected Party.
- 23.3 The Affected Party shall:
 - (a) as soon as reasonably practicable after the start of the Force Majeure Event notify the other party in writing of the Force Majeure Event, the date on which it started, its likely potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and
 - (b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event.
- 23.4 An Affected Party cannot claim relief if the Force Majeure Event is attributable to the Affected Party's wilful act, neglect or failure to take reasonable precautions against the relevant Force Majeure Event. The Contractor cannot claim relief if the Force Majeure Event is one which, in accordance with Best Industry Practice, the Contractor should have foreseen and provided for the cause in question.

23.5 The Affected Party shall notify the other party in writing as soon as practicable after the Force Majeure Event ceases or no longer causes the affected party to be unable to comply with its obligations under this agreement. Following such notification, this agreement shall continue to be performed on the terms existing immediately before the occurrence of the Force Majeure Event unless agreed otherwise by the parties.

23.6 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 9 weeks, the party not affected by the Force Majeure Event may terminate this agreement by giving 3 weeks' notice to the Affected Party.

24. Prevention of bribery

24.1 The Contractor represents and warrants that neither it, nor any Contractor Personnel:

- (a) has committed a Prohibited Act;
- (b) to the best of its knowledge has been or is subject to an investigation, inquiry or enforcement proceedings by a governmental, administrative or regulatory body regarding any Prohibited Act or alleged Prohibited Act; or
- (c) has been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.

24.2 The Contractor shall promptly notify the Council if, at any time during the Term, its circumstances, knowledge or awareness changes such that it would not be able to repeat the warranties set out in clause 24.1 at the relevant time.

24.3 The Supplier shall (and shall procure that its Contractor Personnel shall):

- (a) not commit a Prohibited Act; and/or
- (b) not do or omit to do anything that would cause the Council or any of the Authority's employees, consultants, contractors, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.
- (c) comply with the Authority's Anti-bribery and Anti-Corruption Policy as provided to the Contractor from time to time;
- (d) promptly report to the Council any request or demand for any undue financial or other advantage of any kind received by the Contractor in connection with performance of this agreement.

- 24.4 The Contractor shall maintain appropriate and up to date records showing all payments made by the Contractor in connection with this agreement and the steps taken to comply with its obligations under clause 24.3.
- 24.5 The Contractor shall allow the Council and its third-party representatives to audit any of the Contractor's records and any other relevant documentation in accordance with clause 21.
- (a) require the Contractor to remove from performance of this agreement any Contractor Personnel whose acts or omissions have caused the Default; or
 - (b) immediately terminate this agreement.
- 24.6 Any notice served by the Council under clause 24.6 shall specify the nature of the Prohibited Act, the identity of the Party who the Council believes has committed the Prohibited Act and the action that the Council has elected to take (including, where relevant, the date on which this agreement shall terminate).

25. Consequences of termination or expiry

- 25.1 On the expiry of the Term or if this agreement is terminated in whole or in part for any reason, the Contractor shall co-operate fully with the Council to ensure an orderly migration of the Services to the Council or, at the Authority's request, a Replacement Contractor.
- 25.2 On termination or expiry of this agreement the Contractor shall procure that all data and other material belonging to the Council (and all media of any nature containing information and data belonging to the Council or relating to the Services), shall be delivered to the Council forthwith.
- 25.3 The Contractor shall comply with its obligations set out in paragraph 3 of Schedule 6(TUPE on exit provisions) and in Schedule 7(Pensions).
- 25.4 Any provision of this agreement that expressly or by implication is intended to come into or continue force on or after termination or expiry, including clause 10 (TUPE), clause 15 (Indemnities), clause 16 (Limitation of Liability), clause 17 (Insurance), clause 18 (Freedom of Information), clause 19 (Data Protection), clause 20 (Confidentiality), clause 21 (Audit), clause 22 (Termination for Breach) and this clause 25 (Consequences of termination), shall remain in full force and effect.

25.5 Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the Termination Date.

26. Waiver

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

27. Rights and remedies

The rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

28. Third party rights

28.1 A person who is not a party to this deed has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Agreement.

29. Publicity

The Contractor shall not:

- (a) make any press announcements or publicise this agreement or its contents in any way; or
- (b) use the Authority's name or logo in any promotion or marketing or announcement of orders,

except as required by law, any government or regulatory authority, any court or other Council of competent jurisdiction, without the prior written consent of the Authority, which shall not be unreasonably withheld or delayed.

30. Notices

30.1 Any notice given to a party under or in connection with this contract shall be in writing marked for the attention of the party's Authorised Representative and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).

- 30.2 Any notice shall be deemed to have been received:
- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; or
 - (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Working Day after posting or at the time recorded by the delivery service.
- 30.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

31. Entire agreement

- 31.1 This agreement and the documents referred to in it constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 31.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

32. Governing law

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

33. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date stated at the beginning of it.

SCHEDULE 1 SPECIFICATION

GENERAL REQUIREMENTS

- The Contractor is required to provide the highest standards of safety, expertise and workmanship. Sufficient vehicles, equipment and staff should be employed to ensure this. The Contractor should consider this when providing rates for works.
- The Contractor will supply all labour, plant, equipment and materials (except where specified) necessary to carry out all the works in this specification. The Client will be at liberty to require the Contractor to carry out additional works under the terms and conditions of this contract at a price taken from the Schedule of Rates (Document 02 Schedule of Rates).
- The Contractor will be required to operate a 24-hour day, 7-day week, and 365-day year call out service for emergency tree works throughout the year including Bank Holidays. This will include emergencies during normal working hours plus Out Of Hours (OOH) emergency callouts.
- The Client has no yard, parking or welfare facilities available for use by the Contractor. The Contractor shall provide such facilities within the Borough of Basingstoke and Deane or, on any other site that is no less than 30 minutes from any part of the Borough boundary.
- Tasks as stated in the specifications are those which the Client estimates its requirements to be.

1. SITE VISITS

- 1.1 Tenderers are strongly advised to visit and inspect a range of typical work locations where the services are to be provided. These typical locations can be viewed on Google Streetview, including War Memorial Park. Other suggested sites can be provided upon request.

2. ORDERING WORK

Pricing

- 2.1 No adjustments will be made to the rates quoted, except the submitted rates will be subject to an annual review in accordance with Schedule 3 clause 7 of the contract documents.

- 2.2 Where a work operation is not directly specified in the schedules of rates, an amount of time necessary to undertake the work will be agreed with the 'Client and charged at an hourly rate as per the Schedule of Rates. Hourly rate schedules shall make provision for sufficient staff and machinery to undertake the work.
- 2.3 The Authorised Representative ('AR') can choose to price any item of work by using the scheduled hourly rate rather than the schedule of tree work rates.
- 2.4 Where emergency tree works must be undertaken out of normal hours, the scheduled emergency hourly rate will apply.
- 2.5 The individual prices specified in the schedule of rates is based on the trunk diameter of the tree at 1.5m above ground level. The tree trunk is to be measured in accordance with Annex C 'Measurement of tree stems' of the British Standard BS 5837:2012 – 'Trees in relation to design, demolition and construction – Recommendations' (Refer to Appendix D).
- 2.6 For multi-stemmed trees, the combined stem diameter shall be calculated in accordance with section 4.6.1 of the British Standard 5837:2012 – 'Trees in relation to design, demolition and construction – Recommendations'. The combined stem diameter shall then be used for the purposes of pricing works in accordance with the schedule of rates (Refer to Document 02 Schedule of Rates).
- 2.7 The Contractor shall update the tree management software on a weekly basis, such that current work reports can be reviewed at the routine contractor's meetings.
- 2.8 All callouts and other works completed without an order being issued beforehand, to include all the above points, along with the name of the person who requested the call out. The weekly update shall include the following: -
- Date works carried out
 - Tree location
 - Description of works carried out
 - Price details / breakdown
- 2.9 Invoices shall be submitted monthly. Payment terms will be 30 days from the invoice date for all correctly submitted invoices, which must include a Purchase Order number, PO description and the Works Order number (i.e. Ezytreev number).

Issuing and Identification of Tree Work

- 2.10 The Contractor will normally only undertake works on receipt of a numbered Works Order and associated plan, issued digitally using the Client's tree management software (Ezytreev), along with a Purchase Order.
- 2.11 For integration purposes, the Contractor shall use the same tree management software as the Client, and will be required to use Ezytreev Contractor Plus to receive works orders, and to sign off work on handheld gang devices using the Ezytreev Onsite app.
- 2.12 If the Client changes its software, the Contractor may also be required to use the newly adopted system.
- 2.13 Tree species will usually be identified with their common name. Tree location may also be identified by a reference to their location & position, e.g. front, rear or adjacent to house number or identifiable site feature. Where appropriate trees will be marked with paint to help identification onsite.
- 2.14 Should there be any doubt as to which tree requires works (especially in the case where trees are to be felled and/or are subject to a Tree Preservation Order or within a Conservation Area), the Contractor should seek clarification from the Client before proceeding.
- 2.15 The Contractor shall report to the AR, any obvious defects they come across during its duties to be able to agree any necessary variations in the work. Failure to report any defect that ultimately results in an insurance incident may result in the Contractor being held liable for any claim made against the Client.
- 2.16 The AR shall advise and specifically instruct the Contractor when any work is classified and treated as Priority Work. Examples of Priority Work are (but not limited to): -
- Works to mitigate an ongoing insurance claim against the Client
 - Works previously issued, but not completed within the original expected timescales
 - Works to trees associated with vulnerable residents, etc.

Timing and completion of work

- 2.17 All work will normally be undertaken during normal working hours which are Monday to Friday 08.00 hrs to 18.00 hrs and 08:00 to 13:00 on Saturdays. Work may only proceed outside of these hours with the specific consent of the AR in an emergency.

- 2.18 Completion dates for routine works will be issued with the Work Order, as outlined in the Key Performance Indicators at Schedule 2. The Contractor will organise programming of works to ensure completion dates are met whilst maximising the effectiveness of resources in a safe and efficient manner. In instances where higher Priority Works become necessary, they will take precedence over existing works.
- 2.19 Should the Contractor fail to carry out such works within the time allowed without prior consultation and agreement with the AR, other persons may be instructed to carry out the work. The costs of these works being deducted from monies due to or becoming due to the Contractor.

Emergency and out of hours (OOH) call outs

- 2.20 The Contractor will be required to operate a 24-hour, 7-day week, and 365-day year service for emergency tree works throughout the year, including public holidays. The response time from any instruction to the arrival of a treework unit on the site of the emergency should not be more than 90 minutes.
- 2.21 The Contractor shall be the first point of contact for the Client's 'Out of Hours' service and for the emergency services (Fire, Police and Ambulance).
- 2.22 The submitted schedules of rates will be applied where applicable for callouts during Normal Working Hours, or where the call-out has been made out-of-hours but the work undertaken during normal working hours.
- 2.23 Where emergency tree works must be undertaken outside of normal hours, the Out-Of-Hours (OOH) emergency hourly rates will apply. This shall be the time taken from when the treework response unit leaves the depot until the vehicle is parked back at the depot.
- 2.24 All debris arising from emergency works (Normal Working Hours and OOH) are to be cleared (if possible) immediately; or if not, then within 3 working days. Debris shall be left in such a condition so as not to constitute an obstruction or hazard; until as such time as it is removed.
- 2.25 Where the Contractor receives a request for emergency works indirectly (the Out Of Hours service) and not from the AR, the Contractor shall record the tree location and position, species, trunk-diameter, works performed, along with the date and time of the work and the name of the person that made the request. This information must be provided to the Client within 3 working days, quoting any relevant reference numbers for payment to be made.

3. HEALTH & SAFETY

General

- 3.1 The Contractor will accept the responsibility for complying with the provisions of the Health & Safety at Work Act 1974 and all other relevant Acts and regulations in respect of the work comprised in this contract.
- 3.2 The Contractor will adopt the safety standards relevant to forestry and arboricultural operations as defined and promulgated by the Health & Safety Executive, the Arboriculture and Forestry Advisory Group and the Forestry Safety Council. <https://www.hse.gov.uk/treework/index.htm> (FISA)
- 3.3 Where, in the estimation of the AR, there is serious breach of the safety standards (thereby creating an immediate risk of grave personal injury) the AR reserves the right to order the immediate suspension of further work under the contract until remedial and/or corrective action has been taken by the Contractor.

Staffing, training and competence

- 3.4 The Contractor shall ensure that they always have sufficient staff to meet the requirements of this Contract.
- 3.5 All staff must have had relevant training and must hold the appropriate certificates for any operations they are required to carry out. Copies of any certificate shall be provided by the Contractor at the request of the AR. The Contractor will not overextend his resources to compromise safety or effective supervision. The Contractor will be expected to make provision for additional resources to provide the required service.
- 3.6 Staff who are observed onsite not to be working in accordance with the requirements of this contract may be dismissed from the site by the AR.

Risk assessment

- 3.7 Site-specific risk assessments and method statements must be completed by the Contractor prior to work commencing. All site operatives shall be made aware of the outcome of such assessments and all and any steps identified to limit risk and hazard identified steps, shall be implemented in the working procedures employed on site. All risk assessments shall be recorded as signed, dated and must be made available to the AR on request.

- 3.8 Where work is on a site to which the public have access, the Contractor will take every precaution necessary to ensure their safety. Such measures shall include, but not be limited to, the creation of exclusion zones demarcated using hard barriers or hazard tape and cones. Details of these measures will be included in risk assessments and method statements.
- 3.9 Working at height will be in accordance with the Working at Height Regulations 2005 and any subsequent amendments. All aerial treework shall be always undertaken with a minimum of three operatives. Operatives shall be qualified in aerial rescue and have sufficient rescue kits on the ground to always support all climbers. The Contractor should refer to the current HSE Tree-climbing operations, Aerial Tree Rescue and Mobile Elevating Work Platforms for Tree Work AFAG guidance notes.
- 3.10 The Contractor shall, if required by the AR, provide evidence that all the substances to be used in the performance of this Contract have been assessed under COSHH Regulations 2002. The use of any pesticides must comply with the 1986 Use of Pesticides Regulations (as amended), Plant Protection Products (Sustainable Use) Regulations 2020 and any subsequent legislation.

Personal Protective Equipment (PPE)

- 3.11 All operatives employed during the length of this contract shall always use appropriate PPE in accordance with the Personal Protective Equipment at Work Regulations 2022.
- 3.12 The Contractor shall have in place a programme for the maintenance and renewal of PPE and shall submit inspections for scrutiny at the request of the AR.
- 3.13 The Contractor will ensure that all employees are trained and qualified to use all plant, tools and PPE, including how to detect and report any faults.
- 3.14 The Contractor will keep and make available to the AR a log of all ropes and safety equipment in accordance with all Health and Safety Legislation including LOLER, PUWER and the Work at Height Regulations.
- 3.15 The Contractor shall ensure that all appropriate measures are taken to control noise levels produced by its operatives and machines on site. The Contractor's attention is drawn to the Noise Abatement Act 1960 and all amendments thereto.

Utilities

- 3.16 The Contractor shall not interfere with the operation of existing services such as gas, water, electricity, communications, foul water or roadside ditches without the permission of the AR and in the case of statutory authorities and private owners, without receiving their prior permission in writing.

- 3.17 Notwithstanding any information which the AR may make available to the Contractor, either verbally, written records or plans purporting to show the position of existing public or private utilities, it will be the responsibility of the Contractor to determine and satisfy themselves as to the potential of over ground and underground services prior to any ground works.
- 3.18 All work adjacent to services shall comply with that service authority's/statutory undertaker's recommendations. The Contractor must take all necessary care and precautions to avoid damage to such services.
- 3.19 If there is a likelihood that a tree will be in contact with overhead telephone/communications lines because of work operations, the wires should be disconnected during the work, and the advice of the area British Telecom or relevant provider should be sought. The arrangements of such disconnection shall be made by the Contractor, and the Contractor shall also be responsible for any costs.
- 3.20 When working in the vicinity of overhead power lines the Contractor should refer to the current HSE electricity at Work Guidance Note for Forestry and Arboriculture and the precautions contained in the Energy Networks Association Engineering Recommendations.
- 3.21 The Contractor shall ensure that where services must be interrupted, this interruption will be kept to a minimum. The cost of such disconnection shall be borne by the Contractor and should be considered in its pricing.
- 3.22 Should any damage to any service occur because of treework operations, the relevant statutory authority, as well as the AR, shall be notified immediately and the Contractor shall arrange for the service to be repaired without delay to the satisfaction of the service provider/statutory undertaker.
- 3.23 The Client shall not accept any responsibility for any damage to services which may occur because of the Contractor's negligence.

Traffic management

- 3.24 For this contract, the term 'public highway' shall incorporate all public highways, including the carriageway, footways, lay-bys, pedestrian only areas, grass verges and other adjoining areas.
- 3.25 The Contractor will make adequate provision for the supply and maintenance of road signs, cones, barriers, lights and beacons to provide traffic safety management in accordance with the relevant clauses of 'Safety at Streetworks and Roadworks Code of Practice; Chapter 8 Traffic Signs Manual' and any subsequent updates.

- 3.26 Wherever necessary, the Contractor shall liaise with the Highway Authority to secure road closures and temporary traffic orders. Any cost for this shall be borne by the Contractor.
- 3.27 Exclusion areas surrounding trees being worked on should be established to prevent access to the danger zone ensuring the safety of the public in accordance with the current Roads and Street Works Act - Code of Practice. The Contractor shall comply with the requirements of the Health and Safety at Work Act 1974 and the Roads and Street Works Act as well as comply with Section 174 of the Highways Act 1980.
- 3.28 Vehicles must use an operational twin flashing warning beacon as a minimum when working on or adjacent to the public highway.
- 3.29 All operatives must always wear high visibility clothing appropriate to the road speed when working on or adjacent to the public highway.
- 3.30 Prior to work commencing on "A" classified roads the appropriate authorities must be notified where necessary, their approval for any necessary safety measures given and the minimum notice provided (i.e. the Police, Highway Authority). The Contractor will be responsible for all liaison with the relevant authorities, including site meetings and will conform to their requirements.
- 3.31 Any works undertaken over or adjacent to "A" classified roads or streets carrying heavy traffic will be undertaken to avoid congestion and minimise inconvenience. Wherever possible and appropriate, work should commence after 10.00 hrs and cease before 16.00 hrs, unless otherwise specified by the Highway Authority.
- 3.32 Restricted parking areas are located throughout the borough. The Contractor should make adequate provision for problems encountered with parked vehicles. Where there is no option but to park on yellow lines, the Contractor should contact the local traffic warden's office or the police to make suitable arrangements.

4. COMMUNICATION

- 4.1 The Contractor shall ensure that its Contract Manager or delegated supervisor is available to the Client and AR for 24 hours a day by mobile phone.
- 4.2 The Contractor shall provide the AR with a list of staff names and contact mobile telephone numbers of its designated team-leaders, to enable the Client and/or the AR or the emergency services to notify the need for attendance on site.
- 4.3 All vehicles to be used for this Contract shall have a mobile telephone allocated, contact details for which shall be provided to the Client and AR on request.

- 4.4 All mobile phones and/or tablet computers to be used for this Contract shall have a means of sending and receiving emails, including attachments and photographs as well as SMS type messages.
- 4.5 The Contract Manager and/or delegated supervisor will be required to attend regular contract meetings at a location, date & time selected by the AR.
- 4.6 The Contractor shall make available monthly details of:
 - 4.6.1 Works completed
 - 4.6.2 Variations to works
 - 4.6.3 Complaints received
 - 4.6.4 Health and safety update, including accident records
 - 4.6.5 Staffing updates, including qualifications of new employees
 - 4.6.6 Sustainability data including the tonnage of recycled material per month
 - 4.6.7 Any changes to the contact details of designated team-leaders
 - 4.6.8 Any potential opportunities for changing the ways in working that would enable the Services to be delivered at lower costs and/or bring greater benefits to the Council.
 - 4.6.9 All other information required in accordance with the Key Performance indicators at Schedule 2.
- 4.7 All staff and operatives (including any newly employed during the duration of the contract) engaged with this Contract will be instructed that they must not offer any member of the public or resident, any opinion, view or comment on any work-operation, and/or tree failure incident or clear-up; such as it might be misunderstood or misinterpreted by the public or resident; or which might prejudice any legal case or insurance incident. Contractor operatives will direct the enquiry to the AR for response. The Contractor must comply with this at all times.

5. STAFFING

- 5.1 The Contractor is to always arrange for competent site supervision to ensure high standards of workmanship, safeguarding of the public and property, and the Council reputation.
- 5.2 The AR reserves the right to exercise direct supervision of the Contractor, including the right to stop work if deemed necessary in special circumstances.
- 5.3 The Client may require that Disclosure and Barring Service checks are undertaken for any person employed by the contractor when working on sites with vulnerable people or children. No person with any relevant conviction (current or expired) shall be engaged in implementation of this contract.

6. VEHICLES, PLANT, TOOLS AND EQUIPMENT

- 6.1 The Contractor shall be required at their own expense to supply all the work equipment that may be required for the proper completion of the contract to the AR's recommendation. As a minimum, each team shall be equipped with: -
 - 6.1.1 chainsaws, climbing & rigging equipment and hand tools as necessary to complete operations quickly, safely and to leave the site tidy.
 - 6.1.2 a chipper and trailer / tipper capable of processing and removing all arising's.
 - 6.1.3 hand-saws and electric chainsaws which are to be used where appropriate and possible, to minimise noise disruption in the first few hours of work, and for the benefit the environment.
- 6.2 The Contractor shall also have access to the following plant at no extra cost to the client: -
 - 6.2.1 For easy access operations, a 20m height vehicle mounted Mobile Elevating Work Platform (MEWP). For more difficult access a 15-metre height tracked Mobile Elevating Work Platform (MEWP).
 - 6.2.2 A narrow access (1100mm) tracked chipper.
 - 6.2.3 An all-terrain stump grinder capable of cutting any sized stump to below ground level.
 - 6.2.4 Load handling equipment capable of removing any sized trunk.
- 6.3 All vehicles shall be suitable for the relevant task to be undertaken and shall be licenced, taxed and insured by the Contractors where applicable. All vehicles shall comply with all legal requirements, be maintained and in a roadworthy condition and shall not spill or drip oil or fuel, or any other noxious fluids.
- 6.4 The Contractor will ensure that their vehicles are always sign-written, clearly stating the Contractors name in addition to "working with Basingstoke and Deane Borough Council" including the Council's logo.
- 6.5 All vehicles, plant, tools and PPE shall be well maintained and in a serviceable condition and conform to any regulations relating to the item.
- 6.6 All materials to be used on contract work will be of a standard suitable to the purpose laid down in the specification and will be supplied, unless otherwise stated, by the Contractor at their own expense.

- 6.7 The Contractor will be responsible for the removal and satisfactory replacement of any sub-standard materials entirely at their own expense.
- 6.8 The Client does not accept any responsibility for any loss or damage to equipment which the Contractor may leave on site.

7. SITE MANAGEMENT

Access

- 7.1 The Contractor shall take all reasonable precautions to prevent any trespass onto adjoining property by its staff, plant or materials under its control. If any work necessitates entry onto adjoining land, the Contractor will make the necessary arrangements for permissions and access.
- 7.2 Trees requiring works will occasionally be situated amongst shrubs or other under storey plants and access will need to be created to allow for the works to be carried out. The Contractor should keep the extent and route of this access to the minimum necessary and should make due allowance for this when pricing the work.
- 7.3 The Contractor shall take great care when entering and leaving all sites. The speed limit on all sites shall be a maximum of 10 mph.
- 7.4 No plant or machinery shall be left running unattended. All unattended vehicles, plant or machinery shall be locked, where possible, with the keys removed to make it inoperable and to prevent unauthorised use or access.

Working area

- 7.5 The Contractor is to always arrange for competent site supervision to ensure high standards of workmanship and the safeguarding of the public and property.
- 7.6 The AR reserves the right to exercise direct supervision of the Contractor, including the right to stop all works if deemed necessary in special circumstances.
- 7.7 An exclusion zone shall be created and maintained for each site so that it cannot be accessed by the public. This shall be demarcated using hard barriers or hazard tape and cones. Signage shall be erected to warn the public that work is being carried out, with operatives made available to re-direct pedestrians, where necessary. All work shall stop if an unauthorised person enters the safe working zone.

- 7.8 The Contractor shall take all necessary measures to prevent the deposition of mud or any debris arising from the undertaking of works by its own staff, sub-contractors or suppliers on public and private roads, footpaths and shall keep the approaches to such sites clear of mud and debris.
- 7.9 The Contractor shall prevent nuisance to neighbouring properties from water, smoke, dust, rubbish, fumes, pesticides, herbicides, sawdust, chippings and other elements during the progress of work.

Complaints & Enquiries

- 7.10 All Contractor operatives must conduct themselves in a courteous, polite and trustworthy manner during their duties. All staff must always carry ID cards when carrying out work on behalf of the Client.
- 7.11 Any member of the public making enquires to the Contractor regarding any aspect of work being undertaken will be politely referred to the AR, without contract staff passing any comment, view or opinion.
- 7.12 The Contractor shall maintain a record of any complaints made to it or its staff by members of the public and the action taken. The Contractor will provide the AR with copies of such records at the next routine contractor meeting and providing such further details as the AR may reasonably require.
- 7.13 The greatest care shall be taken by the Contractor to keep noise levels to a minimum at all times. The Contractor shall give particular attention to avoid interfering with other activities, such as school lessons, public meetings and ceremonies.

Damages

- 7.14 The Contractor must take all necessary measures to avoid damaging any property, structures, fittings, street furniture, cables, trees, shrubs and plants, grass or other surfaces at the site of the works or on/in adjoining neighbouring property.
- 7.15 The Contractor shall make good any damage caused to land and property owned by the Client, third parties and the adopted highway caused by its own staff, sub-contractors or suppliers, at its own expense or pay all costs and charges in connection therewith.

8. ENVIRONMENTAL PROTECTION

Climate change

8.1 The Council refreshed its Climate Change and Air Quality Strategy in March 2021 to set out how it is seeking to address the issue of climate change locally. It included the adoption of national targets around carbon emission reductions and the use of renewable energy. The following three pledges underpin the work the council is doing on climate change: -

- To lead by example in reducing its carbon emissions year on year.
- To help residents, community groups and businesses to reduce their emissions and manage climate risks.
- To work with partners to help raise awareness and support initiatives to reduce and mitigate the impacts of climate change.

8.2 The Contractor shall ensure that they comply with the ethos of the Strategy when discharging their responsibilities under the terms of this contract. Where requested, the Contractor shall provide relevant information to the Client to allow the strategy pledges to be monitored.

Wildlife protection

8.3 The Contractor shall adhere to the Wildlife and Countryside Act 1981 (as amended), the Countryside and Rights of Way Act 2000 and the Conservation (Natural Habitats) Regulations 2017 (as amended).

8.4 The legislation protects all wild birds, their nests (whether in use or being built) and eggs and other wild animals such as bats and their roosts (even if unoccupied) and dormice. The onus is on the Contractor to make sure that protected species are not harmed in any way and thorough checks must be made by a competent person prior to carrying out any work under this contract.

8.5 If there is evidence of protected species, works shall not proceed, and the Contractor shall inform the Client immediately. If any protected species are accidentally disturbed after works have started, works shall stop immediately, and the Client shall be notified of the incident.

Tree Preservation orders

8.6 When works instructions are issued on trees that are protected by Tree Preservation Orders (TPO) or are within a Conservation Area (CA), the AR will provide evidence of appropriate permissions as part of the works instruction.

- 8.7 If the Contractor is made aware that any trees within the works order are protected by a TPO or are growing within a CA, but the Contractor does not yet have the specific permission or notice, all works should cease immediately, and the Contractor shall contact the AR.

Biosecurity

- 8.8 To raise awareness of and to prevent the spread of pests and disease, the Contractor is required to comply with the Arboriculture Associations 'Biosecurity in Arboriculture and Urban Forestry Position Statement' (Appendix E) and all appropriate biosecurity measures shall be applied in accordance with current Arboricultural Association 'Guidance Note 2 – Application of Biosecurity in Arboriculture' (Appendix F).
- 8.9 As far as reasonably practicable, soil and debris shall be removed from boots, clothing, ropes, tools and plant before leaving any site.
- 8.10 Proper off-site vehicle 'wash down' and disinfection facilities shall be used regularly.
- 8.11 When working with known infected vegetation, all debris shall be kept separate from other brush and shall not be used for mulch, firewood or other forestry products. Infected material shall not be removed from site without a 'movement licence'. It shall be disposed of by deep burial or incineration at a licenced handling facility.
- 8.12 After working on an infected tree, or a tree suspected of being infected, all equipment will be sterilised with a suitable approved steriliser before moving on to the next tree.

Disposal of timber, debris and material

- 8.13 All timber, brushwood and other arising shall be removed from site by the Contractor as work proceeds. In accordance with the Client's sustainability policy the Contractor should give details of how they intend to recycle as much of this material as possible and should allow for this within submitted rates.
- 8.14 All sites are to be always left clean and tidy to the satisfaction of the AR. Unless otherwise agreed by the AR, all branch wood and trunk wood shall be removed on the same day as the tree work is carried out. Occasionally trunks may be left for longer, with the agreement of the AR; however, this shall be no longer than 3 days and, in the meantime, all material must be in a safe and tidy condition and position and be secure against the actions of vandals and children.
- 8.15 The Contractor must not leave timber or brushwood lying in or across any river, stream, pond or waterway, nor allow it to float downstream.

- 8.16 Under no circumstances, will the Contractor burn any brushwood, cordwood or timber or any other material without the specific consent of the AR. On the very rare occasion where a fire may be permitted the Contractor must inform the Fire Brigade and it must be supervised until out.
- 8.17 Arisings from work operations shall only be left onsite with the agreement of the AR and must be in a safe and tidy condition and position and be secure against the actions of vandals and children. No machinery shall be left unattended or over-night.
- 8.18 Disposal of arisings from tree operations remains the responsibility of the Contractor for disposal. Notwithstanding this, the AR retains the right to retain any cut material, and the Contractor shall allow for its collection by the Client free of charge from site and/or from the Contractor's depot.
- 8.19 The Contractor will require a "Waste Carriers Licence" a copy of which shall be supplied to the Client prior to the start of the contract. The Contractor shall comply with all elements of waste transfer including keeping copies of waste transfer notes in accordance with all Waste Transfer Regulations and make these available to client on request.

9. TREE WORK

General

- 9.1 Wherever possible, all work specifications shall be carried out in accordance with BS 3998:2010 Tree Work. Recommendations, or any subsequent revisions.
- 9.2 All pruning operations will consider the natural and aesthetic form and appearance of the tree as far as is possible. All operations shall be completed in such a manner as to leave the tree with a pleasing, well-balanced appearance consistent with the form and habit of the species.
- 9.3 In residential areas the Contractor is expected to use handsaws and/or electric chainsaws where appropriate and possible to minimise noise disruption in the first few hours of starting work.
- 9.4 The use of climbing irons (spikes) will only be permitted on trees being felled or to be left as standing deadwood (i.e. monolith).
- 9.5 The Contractor shall report any tree defects or evidence of protected species, to the AR to agree any necessary variations to the work. Failure to report any obvious defect, such as large cavities, fungal fruiting bodies, dead or uprooted trees and cracked or broken trunks and branches, or any protected species associated with this material, may result in the Contractor being held liable should any claim against the Client be made.

Specific Operations – Tree removal (Whole tree Fell)

- 9.6 This is for the felling and removal of the whole tree, including all timber, branch-wood and other arisings.
- Where necessary trees will be removed in sections using ropes or other recognised lowering device to minimise damage to the surrounding area.
 - Trees will be felled as close to ground level as is practicable unless otherwise stipulated by the AR. If a stump creates an un-reasonable hazard, the Contractor shall report this back to the AR on the same day as felling.
 - The final cut will be level, even and free of protrusions which could cause injury or damage to persons or property.

Specific Operations – Tree removal (Coppice/Re-coppice)

- Coppicing involves the removal of the entire plant to where the stems arise from the stump, normally approximately 150 - 200mm above ground level.
- The cut stump shall be angled no greater than 10° (degrees) to prevent water from settling on the stool.

Specific Operations – Tree removal (Clear fallen tree)

- This is specified as per Whole Tree Felling.

Pruning operations – Crown reduce

- 9.7 Crown reduction is a reduction to the height and spread of a tree by cutting each branch back to a subordinate branch in a systematic manner, leaving a flowing line. Branches should be pruned back to a side branch of approximately one third the diameter of the final pruning cut, wherever possible.
- 9.8 Crown reduction operations will be expressed as a percentage of the dimensions of the tree to be removed, but the actual finished dimensions will be detailed in the works memo in the instruction. As an example, if a tree is 10-metres high and has a crown diameter of 6-metres and a reduction of 30% is specified, the finished height should be 7-metres, and the finished spread should be 4-metres.
- 9.9 'Topping' the tree must be avoided and the finished tree should have a balanced, naturalistic shape.

Pruning operations – Part crown reduce

- 9.10 Part crown reduction is a reduction to the spread of just one side of a tree by cutting each branch back to a subordinate branch, leaving a flowing line without stubs.
- 9.11 Unless otherwise specified, part crown reduction operations will be expressed in the works memo in the instruction by the number of metres to be removed.

Pruning operations – Pollard / Monolith

- 9.12 This is for the removal of a substantial portion of the crown. For smaller, younger trees, this will be to instigate a future cyclical pollarding regime. For older regimes it would be to remove the crown and possibly the upper stem to leave standing deadwood habitat.
- 9.13 This shall be specified by reference to the final height of the remaining tree. Pruning to create a monolith shall usually only be reserved for woodland situations.

Pruning operations – Re-pollard

- 9.14 This specification is for re-pollarding trees that are on a pollarding regime. It shall not be specified for lapsed pollards that have re-established a full canopy.
- 9.15 Care shall be taken to ensure that branches are cut at their base, but not so low as to damage any developing knuckle.

Pruning operations – Clearance pruning

- 9.16 This is the selective removal of portions of a crown to provide clearance from a building or boundary feature as well as other infrastructure such as overhead cables, CCTV, traffic signals, street signs and streetlights.
- 9.17 Unless otherwise specified, the operation shall involve 2-metre clearance from the obstructed feature when the tree is in foliage. If the tree is not in foliage, 2.5-metre clearance will be provided from branches that may bend downward with additional weight in the summer.
- 9.18 For street light clearance, the pruning should be carried out in accordance with the Hampshire County Council's design guidance (see Appendix C) and should include the removal of all vegetative growth beneath the streetlight to allow an unobstructed passage of light to the highway and footpath. This will be specified to a single tree that is causing obstruction to light reaching the highway. The objective is to achieve a 1.5 metre clearance from the head/light post.

- 9.19 The contractor shall identify, prune and clear all branches and climbing plants within the specified tree by a clearance no less than 1m from a communications cable. In respect of power lines, the contractor must ensure compliance with local and national utility regulations and safety standards.

Pruning operations – Crown lift

- 9.20 The objective is to provide safe height clearance over the underlying surface (Statutory Height Clearance over the public Highways) or any surface or structure that the council manages or is responsible for.
- 9.21 Crown lifting is specified by reference to the finished canopy height (i.e. the underside) above ground level.
- 9.22 Unless otherwise specified, the crown lift will be 360° (degrees) around the tree and shall achieve clearances between 2 and 8 metres (as instructed by the AR).

Clear around base of tree

- 9.23 The Contractor will clear all vegetation, debris, mulch, or obstruction within 1 metre radius around the base of the tree, to ground level, avoiding damage to the tree trunk, surface roots, or surrounding soil structure. The Contractor must ensure the area is left cleared and accessible, suitable for inspection.

Pruning operations – Epicormic growth and basal suckers

- 9.24 Unless otherwise stated in the works memo within the instruction, this is to remove all basal suckers and epicormic shoots up to a height of 3-metres.
- 9.25 Used in this context, basal suckers are all and any shoots arising from the base of the tree, its roots or a graft union.
- 9.26 All cuts should be made using hand tools only. Cuts to be made flush with the source of the stem or base of tree.

Pruning operations – Remove deadwood

- 9.27 This is for the removal of all deadwood, broken branches and branch stubs throughout the tree. Cuts into live wood must be avoided when removing dead branches and stubs.

Pruning operations – Crown clean

- 9.28 This refers to the removal of all deadwood, broken branches, diseased branches, crossing/rubbing branches, climbing plants and branch stubs throughout the tree.

- 9.29 Any foreign bodies within the crown or attached to the trunk should also be removed where it can be done so without harm to the tree.

Pruning operations – Individual branch, limb, stem removal

- 9.30 This specification is for the removal of an individual branch, limb or stem. This is used where removal of an individual branch, limb or stem is required but doesn't necessitate the crown reduction or clearance specifications. The specification shall be priced based on the final pruning cut size.
- 9.31 This shall be specified by reference to the height of the branch, limb, or stem above ground level, its orientation and an approximate final pruning cut size.
- 9.32 If an alternative specification is required, other than branch removal, it will be noted in the instruction. This may include the removal of hung-up or fallen branches/limbs.

Pruning operations – Sever climbing plants

- 9.33 Where specified, the Contractor shall sever all stems of climbing plants of any species, around the base of the tree, taking care not to damage the bark. All such plants should have each section of any stem removed to a minimum of 1-metre in length, measured from lowest part of the base that is accessible.
- 9.34 If any obvious defects such as cavities, cracks or root plate heave are identified following the removal of the ivy, this shall be reported to the AR immediately.
- 9.35 All removed climbing stems shall be removed from site and disposed of in accordance with Clauses 8.13 – 8.19.

Pruning operations – General prune

- 9.36 This generic specification may comprise of one or more of the operations contained in this section, the details of which shall be outlined by the AR in the instruction.
- 9.37 Where the AR has not outlined the details of the general prune, then the following basic specification will be followed: -
- Remove any deadwood in accordance with Clause 9.27
 - Crown lift in accordance with Clauses 9.20 – 9.22
 - Clearance pruning in accordance with Clauses 9.16 – 9.19
 - Remove epicormic growth & basal suckers in accordance with Clauses 9.24 – 9.26
 - Sever any climbing plants in accordance with Clauses 9.33 – 9.35

10. OTHER OPERATIONS

Removal of stump

- 10.1 Unless agreed with the AR, all stump removal or chemical treatment shall take place within 10 working days of felling. All voids in soft landscape conditions created by stump removal will be immediately backfilled with a 50/50 mixture of chippings and topsoil and compacted to surrounding ground level and made safe to traverse; with all excess arisings removed from site.
- 10.2 The stump measurement is related to the diameter at breast Height (DBH) measurement of the tree that was removed. If no measurement had been recorded, then it shall relate to the average diameter across the stump. Stump removal will include any buttresses, natural flares, surface roots within 1-metre of the main stump, or suckers arising from, or near, the base of the main trunk.
- 10.3 Where a stump is raised, the specification includes a reduction of the stump to ground level prior to grinding or chemical treatment.
- 10.4 Where stumps are situated close to walls, paths or other structures, the removal of roots for a distance of less than the prescribed 1-metre of the main stump will be acceptable on agreement with the AR.
- 10.5 Where stumps are removed from hard surface areas, i.e. paved or tar macadam, the excavated area must be backfilled with a suitable compatible material and well consolidated, then covered with a 50mm thick layer of compacted Type 1 roadstone to leave a firm, even and safe surface which marries up with the surrounding area level.
- 10.6 Where machine stump grinding is required, stumps will be ground down to a minimum of 300 mm below ground level. Where there is a danger of any flying debris the grinding area shall be shielded.
- 10.7 When hand-digging stumps is instructed, the Contractor will only disturb the minimum area necessary to facilitate the digging out operation. The area surrounding the stump will be excavated and the roots severed to allow the removal of the whole stump.
- 10.8 The Contractor must have regard to Clauses 3.16 – 3.23 and satisfy themselves that there are no services present and to obtain the necessary approvals prior to commencing work onsite. All necessary care and precautions must be taken to avoid damage to such services.

Treatment of stump

- 10.9 Where chemical treatment is specified, only herbicide specifically approved for that specific purpose use may be used. The use of any material other than that produced specifically for the purpose of stump killing is prohibited.
- 10.10 The use of 'Ecoplugs' is the preferred application methodology; but in specific circumstances agreed with the AR (such as fenceline clearance) the use of a liquid herbicide (suitably identified with a coloured dye) will be permitted.
- 10.11 Treatment must be applied immediately after felling of the stem/s.
- 10.12 Herbicide must be supplied by the Contractor and applied in accordance with manufacturers recommendations.
- 10.13 Pesticides may only be applied by suitably trained and qualified personnel in possession of a current certificate of competence under the Control of Pesticides Regulations 1986 (as amended 1997).

Fenceline clearance

- 10.14 This specification is for the clearance of all woody vegetation that grows within 2-metres of a boundary fence or wall, apart from trees that need to be climbed. This clearance will include cutting back of trees or vegetation which stands beyond the 2-metres, but where branches or growth overhang the intended 2-metre clearance strip, this is to be cleared.
- 10.15 All vegetation that can be removed without the need for climbing shall be cut to ground level. All stumps from woody vegetation within 2-metres of the fence or wall will be chemically treated with herbicide (as per 10.9 to 10.13).
- 10.16 Any trees that need to be climbed to be removed may be excluded from this specification. Such trees shall be identified and marked under a separate instruction by the AR.
- 10.17 All herbaceous (i.e. non-woody) vegetation shall be cut down to ground level and chopped and levelled (rather than chipped) with subsequent arisings cut to no longer than 500mm in length.

Thicket thinning

- 10.18 This is a silvicultural operation that removes several stems to create more growing space for remaining trees. It relates only to trees that can be cut without the requirement for climbing equipment and may be specified as follows: -
- 10% - A light thin removing 1 in 10 trees

- 30% - A medium thin removing 1 in every 3 trees
- 50% - A heavy thin removing half of the trees.

10.19 In addition to the removal of the upper storey canopy thin, 50% of all under-storey coppiced vegetation e.g. Hazel, Hawthorn, Holly, Blackthorn, Dogwood, Willow is also to be coppiced/re-coppiced.

10.20 In the absence of any tree-paint marking by the AR, the Contractor will select which trees to remove or retain. The Contractor should first remove all those trees of poor form or condition, including dead, dying, dangerous and diseased trees as well as trees with poor structure such as multi-stemmed specimens with compression forks. Only once these trees have been removed, should trees of better form & condition be removed (if the required % has not yet been reached).

10.21 Trees identified for removal should be distributed as evenly as possible throughout the thicket.

10.22 Where authorised by the AR, any chipped arisings may be spread onsite to a maximum depth of 100mm. Any excess chip must be removed and disposed of off-site. All branch and stem wood to be removed from site, unless its retention is agreed with the AR.

Cable brace

10.23 Cable bracing must be carried out in accordance with the BS 3998(2010) or any subsequent update, along with specific cable-bracing system manufacturer's guidance.

10.24 Only proprietary flexible restraint systems should be used, unless otherwise agreed by the AR. Each installation will require a prior assessment of the tree, by the contractor to achieve a safe remedial treatment.

10.25 The Contractor shall supply all materials for the schedule of rates price.

11. TREE PLANTING AND POST-PLANTING CARE

Planting General

11.1 The Contractor shall plant a range of tree sizes ('whips' and 'standard') on sites as required by the AR and all planting and aftercare shall be in accordance with British Standard 8545 recommendations.

11.2 The schedule of rates cost for planting will exclude the cost of purchase & delivery of the trees. The cost of purchase & delivery shall be agreed with the AR once a list of required species and sizes is made available.

- 11.3 Trees shall be sourced by the Contractor from a range of tree-nursery suppliers identified by the AR.
- 11.4 The Contractor shall be guided by advice provided by the government (*How biosecurity can prevent the introduction and spread of tree pests and diseases - GOV.UK*) and tree-stock shall be sourced, provided and maintained in accordance with the Arboricultural Associations Guidance Note 2 - 'Application of Biosecurity in Arboriculture' (Appendix F).
- 11.5 The schedule of rates cost of planting shall include the preparation of a tree-pit, below ground irrigation aid ('Standard' size trees only) and stake-support, along with weeding and mulching in accordance with Clauses 12 & 13.
- 11.6 When required to be planted, a 'ceremonial tree' will be either a 'Regular' or 'Selected' standard size tree. Where specified and instructed a 'box' frame will be installed around a ceremonial tree at time of planting. The box shall be constructed from two 1.8 metre wooden 'gravel boards', each cut in half and formed into a square frame, affixed with screws to the four stakes in the inside corners of the frame situated around the planting area and tree within (depiction of ceremonial planting box shown in Appendix G).
- 11.7 Until they are ready for planting, the Contractor shall make provision for the storage and care of trees to ensure survival after planting.
- 11.8 The Contractor must have regard to Clauses 3.16 – 3.23 and satisfy itself that there are no services present and to obtain the necessary approvals prior to commencing work onsite. All necessary care and precautions must be taken to avoid damage to such services.
- 11.9 If trees cannot be planted due to underground services, the Contractor shall notify the AR immediately to allow an alternative site to be identified.
- 11.10 Any damage to trees before practical completion shall be replaced at the Contractor's expense.

Planting Aftercare – Formative prune

- 11.11 This specification should be compliant with BS3998 (Sect 7.4) and BS8545 (Sect 11.4) and includes the removal of lower branches, any crossing, rubbing and diseased branches, branches with weak forks and competing leaders to improve the ultimate mature branch framework of a tree. Branches that are likely to cross or rub in the future, or that may result in a congested canopy should also be removed.
- 11.12 The Formative Prune specification will be used only for trees up to 20cms DBH. For trees above this DBH, a Crown-clean will be specified.

Planting Aftercare – Stake and ties

- 11.13 All Regular and Selected standard size trees shall be supported with 1 stake. Before planting, the stake shall be driven & fixed into the ground at an angle of approximately 45° (avoiding being driven through the root system/container), against the prevailing wind direction. Stakes used shall not be pressure-treated and be free of noticeable distortions and defects and be of uniform thickness with a top-diameter of between 5-7.5cm.
- 11.14 All Heavy standard size trees shall be supported with 2 stakes. The stakes shall be driven & fixed straight into the ground either side of the tree (avoiding being driven through the root system/container), and both in line with the prevailing wind direction. Stakes used shall not be pressure-treated and be free of noticeable distortions and defects and be of uniform thickness with a top-diameter of between 5-7.5cm.
- 11.15 One proprietary tree-tie shall be used for each stake and shall be positioned and affixed with a proprietary spacer to hold the tree securely, whilst allowing for radial expansion of the stem.
- 11.16 New whips shall be supported with a cane and protected with an appropriate 'Tube' guard.
- 11.17 Replacement tree stakes and ties shall be a like for like replacement for any that are missing.
- 11.18 Where the Stake & Tie Adjustment specification is instructed, stakes will be checked for looseness, breaks or decay. Loose stakes will be straightened and re-firmed where possible. Broken or decayed stakes will be replaced. Ties will be checked for deterioration, damage, chafing and/or constriction of the tree's stem. Ties that are weak, damaged or too tight will be either re-affixed or replaced.
- 11.19 Where the Stake & Tie Removal specification is instructed, stakes identified for removal shall be disposed of by the Contractor. Stakes should be pulled out entirely, or broken off below ground level, rather than being sawn off at ground level. Resultant holes shall be filled with topsoil and lightly compacted.
- 11.20 The Contractor shall supply all materials in the cost of the schedule of rates item.

12. MULCH

- 12.1 Where required, the Contractor shall place pathogen-free woodchip mulch around the base of young trees to a minimum depth of 75mm (to a maximum of 100mm) and to a diameter of 1-metre. Mulch shall not be in direct contact with the root flare of the tree.

12.2 It is anticipated that 'Mulch' and 'Weed' instructions will be issued simultaneously.

13. WEED

13.1 Where required, the Contractor shall manually remove of all woody and herbaceous weeds, including roots, from around a young tree to a minimum diameter of 1-metre. Care shall be taken not to damage the stem of the tree.

13.2 It is anticipated that 'Weed' and 'Mulch' instructions will be issued simultaneously.

14. IRRIGATION (Watering)

14.1 As per BS8545 (Sect 11.3), the Contractor may be required to provide irrigation of trees within 48 hours of receiving the works order; payment for this operation will be based upon the rates. Watering will generally take place during the period April - September.

14.2 This shall be carried out using appropriate methods (i.e. pump & bowser) ensuring the water is delivered gradually to the root zone (either through the irrigation device if fitted; and/or by top-watering). The following are minimum volumes of water per occasion/visit: -

- Whips & Feathers (<180cms) 10 litres
- 8 - 10 cm Standard 25 litres
- 10 -12 cm Selected standard 25 litres
- 12 - 14 cm Heavy standard 50 litres

14.3 The Contractor shall allow for providing water, bowsers and other equipment necessary to carry out the operation (Water should not be taken from a watercourse without an appropriate extraction license).

14.4 Should the local water authority place a ban on the use of water, which will affect the watering of trees, the Contractor will inform the AR, so that alternative measures can be agreed and taken to minimise drought-stress on the trees.

15. REMOVE FAILED PLANTING

15.1 On instruction the Contractor shall remove any recently planted tree, stake and ties. The resulting hole shall be backfilled to original surface level with suitable medium to enable future planting.

16. AERIAL INSPECTION

- 16.1 When instructed, the Contractor will arrange for an aerial inspection to be carried out by a qualified competent, and experienced arborist; compliant with the Arboricultural Associations, 'Aerial Inspections; A Guide To Good Practice'. The Contractor shall make provision and provide a combined 'Presence'; 'Measured'; 'Species of Interest' and 'Structural Support' type inspection. The Client will not require a 'Bespoke' type inspection under this contract.
- 16.2 The resulting report will be provided electronically with recommendations and returned to the AR within 5 working days after the inspection for consideration and decision.

17. MOBILISATION AND IMPLEMENTATION PLAN

- 17.1 The successful tenderer will be required to produce a Mobilisation and Implementation Plan. This will detail how the Contractor will use the time between the awarding of the contract and service launch to ensure their organisation is ready for the contract start date of 5th January 2026. The Contractor is to also provide an appropriate Business Continuity and Disaster Recovery Plan for the duration of the contract.

18. CONTRACT MANAGEMENT AND KEY PERFORMANCE INDICATORS

- 18.1 The Client will be responsible for monitoring the performance of the Contract and the Contractor to ensure that all obligations of the Contract are carried out to the agreed standards. The Council understands that building and maintaining an effective working relationship with the Contractor is key and to support this ethos, monthly review meetings between the Client and the Contractor will be held.
- 18.2 Additionally, the contract includes a provision for monitoring performance Using Key Performance Indicators, please see Schedule 2 for details.

SCHEDULE 2 KPIS

PART 1 KPIs

1.1 The KPIs which the Parties have agreed shall be used to measure the performance of the Services by the Contractor are contained in the below table.

Target KPI Description	Method of calculating service delivery/ measurement period	Level of Service Failure Measured by Default Points accrued
All orders completed within completion date, unless a written request for an extension is received and approved by the Council's Authorised Representative.	Unless otherwise specified within the order, completion dates are as follows: <ul style="list-style-type: none"> • Emergency Call Outs / Out of Hours Call Outs - arrive onsite within 90 minutes • Priority Work - completion within 1 month of notification • Bi-Monthly Priority Work– completion within 2 months of notification. • Ward Work - completion within 2 months of notification (Unless alternative term agreed with the AR). 	2 default points shall accrue for each late order, with an additional point accrued for each week that the order remains uncompleted.
Completed tree work must meet the work specification.	This will be monitored by randomly selecting a sample of trees, prior to invoicing.	1 default point shall accrue for each tree where the work has not met the specification.
Trunk-wood and branch-wood to be removed on same day unless agreed with the AR.	Trunk-wood and branch-wood to be removed on same day unless agreed with the AR; then within 3 working days of works, and only invoiced once the material has been removed.	1 default point shall accrue for each late removal, with an additional point accrued for each 3 working day period that material remains onsite.

Stumps to be removed within 10 working days of felling.	Stumps to be removed within 10 working days of felling.	1 default point shall accrue for each tree where the work has not met the specification.
The Contractor shall attend a monthly contract meeting, the dates of which shall be agreed with the Authorised Representative (approximately every month).	<p>A report containing the following information shall be made available to the Council at each meeting:</p> <ul style="list-style-type: none"> • Works completed • Variations to works • Complaints received • Health and safety, including accident reports applicable to works performed during this contract • Staffing updates, including certificates for new employees • Sustainability data including the tonnage of recycled material per month • Any changes to the contact details of designated team-leaders • Any potential opportunities for changing the ways in working that would enable the Services to be delivered at lower costs and/or bring greater benefits to the Council 	1 default point shall accrue per item where the information is not provided, with 3 default points each month where the Contractor does not attend the meeting at all.

1.2 The Contractor shall monitor its performance against each Target KPI and shall send the Authority a report detailing the Achieved KPIs in accordance with Schedule 5.

PART 2 Default Points

1.3 Default Points shall accrue for any Service Failure and shall be calculated in accordance with this Schedule.

1.4 If the level of performance of the Contractor during a measurement period achieves the Target KPI, no Default Points shall accrue to the Contractor in respect of that KPI.

- 1.5 If the level of performance of the Contractor during any month fails to achieve the KPI, the number of Default Points that shall accrue to the Contractor in respect of such failure shall be the applicable number as set out below.
- 1.6 The penalty for any Default is £250 per point, above the first two points, within the next invoice period.
- 1.7 The maximum Default Point value will be capped at £10,000 per month. Any financial deductions incurred shall be reflected in the next monthly invoice amount submitted by the Contractor (and in accordance with clause 10.3).
- 1.8 With the approval of the Council's Authorised Representative, points may be reinstated where the Contractor demonstrates added value to the Council above and beyond the contract requirements.

PART 3 Consistent failure

- 1.9 In this agreement, Consistent Failure shall mean the Contractor repeatedly breaching any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement.

SCHEDULE 3 CONTRACTOR'S TENDER

1.1

Introduction

Foremost Tree Surgeons are a locally established Arboricultural services company based in the Borough of Basingstoke, founded in 2001, with over 25 years of experience in delivering professional tree care and maintenance services. Over the years, we have built a strong reputation across Hampshire, providing services to local councils, private clients, and commercial organisations.

We undertake a full range of tree work, from planting and routine pruning to complex operations such as removal of deadwood from trees, crown reduction, and ash tree felling due to ash dieback. All work is carried out safely and efficiently, following strict industry standards and best Arboricultural practice. Our team of qualified arborists are trained in safe climbing, rigging, chainsaw operations, and safe dismantling techniques, ensuring that all tree operations are conducted without risk to our team, the public, or surrounding property.

Foremost Tree Surgeons is a truly local company. The owner, Michael Jefferies, has lived in the Basingstoke and Deane area for over 40 years, and all our staff live within 10 miles of the borough. Being local means our team has a deep connection to the area and takes genuine pride in the work they do, ensuring every job is completed to the highest standard and with respect for the community.

Over the years, we have carried out various tree works directly for Basingstoke and Deane Borough Council, particularly through the Property Services Department. This ongoing relationship has given us valuable insight into the way the council operates, including how work is issued, managed, and invoiced. Our familiarity with these processes ensures smooth communication, efficient delivery, and full compliance with the council's requirements. This understanding allows us to work effectively alongside council officers, helping projects run seamlessly from instruction to completion.

We will combine our local knowledge, technical expertise, and rapid response capabilities, ensuring that tree work is completed to the highest professional and safety standards. Having worked extensively with local councils across Hampshire, we understand the unique challenges of managing public spaces, parks, and streetscapes, and we are committed to maintaining tree health and public safety while minimising disruption.

Foremost Tree Surgeons is proud of its strong track record of safe, reliable, and high-quality Arboricultural work, and we continue to invest in our teams, equipment, and technology to ensure we can meet the diverse needs of our clients, from routine maintenance to urgent tree care.

Understanding of Contract Requirements – Arboricultural Services

Foremost Tree Surgeons (FTS) fully understands the scope, standards, and expectations of this contract. We are committed to delivering Arboricultural services that consistently meet the highest standards of safety, expertise, and workmanship. Our approach is fully aligned with the priorities and objectives of Basingstoke and Deane Borough Council, ensuring professional, reliable, and sustainable tree management across all sites.

Our Commitment Includes:

• Comprehensive Service Delivery:

FTS will supply all labour, plant, equipment, and materials required to fulfil the contract specification, unless otherwise stated. We adopt a holistic approach to tree management, ensuring that all works are carried out with precision, adherence to best practices, and in compliance with relevant legislation and safety standards.

• Responsive Resourcing:

We will deploy sufficient vehicles, plant, and fully qualified personnel to guarantee safe, efficient, and high-quality operations at all times. Our resourcing strategy is designed to ensure minimal disruption to public spaces, council operations, and local residents, while maintaining the highest standards of professionalism and safety.

• Emergency Coverage:

FTS maintains a 24/7/365 emergency call-out service. This ensures a rapid and effective response to urgent tree-related incidents, mitigating potential hazards and protecting public safety. Our experience in managing emergency situations means we can act decisively and efficiently, even under challenging conditions.

• Flexible Delivery:

We recognise and fully respect the Authorised Representative's right to instruct additional works under the contract terms. All additional works will be priced transparently using the agreed Schedule of Rates. This flexibility ensures that the Council's evolving needs are met without delay or compromise in service quality.

• Local Base of Operations:

Our main operational yard is located on Aldermaston Road, Tadley, within the Borough. This facility provides welfare and parking for contract staff, as well as secure storage for vehicles and equipment. Being locally based enables us to reach any site within the Borough within 30 minutes, ensuring timely responses and efficient service delivery. Moreover, our proximity reduces travel distances, helping to lower our carbon footprint and support the Council's environmental sustainability objectives.

• **Proven Experience:**

FTS is a well-established Arboricultural contractor with extensive experience managing trees under the Council’s jurisdiction. We bring this knowledge and expertise to every aspect of our service delivery, from routine maintenance to complex tree operations. Our commitment to continuous improvement, training, and adherence to industry standards ensures consistently excellent outcomes for both the Council and the wider community.

Service Delivery Approach for Consistent, High-Quality Arboricultural Services

We are committed to delivering Arboricultural services that are consistently high in quality, responsive to client needs, and fully compliant with all contractual and statutory obligations. We recognise the importance of not only carrying out work to industry standards, but doing so reliably, safely, and with clear and timely communication. Our service delivery model has been refined through years of operational experience and is designed to manage both routine and emergency operations efficiently and effectively.

Day-to-Day Operational Delivery

Work Planning and Scheduling

To ensure smooth, consistent, and reliable service delivery, we employ a structured and proactive approach to operational planning and scheduling. Our scheduling methodology is designed to optimise efficiency, maintain high standards, and respond swiftly to any changes in client priorities or site conditions. Our approach is built around the following key principles:

Advance Work Planning:

All routine work is scheduled a minimum of two weeks in advance using our central operations management system. This forward planning allows sufficient time to:

- Review site-specific requirements and access considerations.
- Conduct thorough risk assessments to ensure the safety of personnel, the public, and property.
- Allocate the most appropriate teams and resources to each task.
- Prepare all necessary equipment and materials to minimise delays and maximise productivity.

Digital Job Management System:

We will fully utilise the Council’s Tree Management system, EzyTreev, as a central tool for scheduling, job tracking, reporting, and contract management. Ezytreev is fundamental to our approach of delivering a highly efficient, proactive, and collaborative service. We are committed to maximising the system’s capabilities to ensure that all work is planned, monitored, and recorded to the highest standards, while streamlining processes for both FTS and the Council.

This system enables Contract Managers to:

- **Assign Tasks in Real Time:** Teams can be deployed immediately based on availability, ensuring that urgent or changing priorities are addressed without delay.
- **Monitor Team Locations, Availability, and Workload:** Live visibility of teams allows for efficient allocation of resources, reduced travel times, and faster response to reactive or emergency work.
- **Track Progress and Performance:** Every job is tracked from start to finish, providing a clear overview of both individual tasks and overall contract performance, enabling proactive management of potential issues.

- **Capture Comprehensive Compliance Data:** The system allows for digital checklists, before-and-after photographs, and KPI reporting, providing a fully auditable record of work and contract compliance.
- **Reduce Paperwork:** Ezytreev significantly reduces administrative burden by digitising records, forms, and reporting processes. This not only saves time but also ensures greater accuracy, reduces duplication, and allows Contract Managers to focus on operational delivery rather than manual documentation.
- **Use of GPS for Tree Locations:** The integrated GPS functionality allows teams to accurately locate individual trees on site, eliminating delays caused by uncertainty over tree positions. This ensures that work is completed faster, with greater precision, and minimises the risk of missed or incorrectly serviced trees.
- **Enhance Communication and Collaboration:** Ezytreev acts as a shared information hub, improving communication between our teams and the Council. Real-time updates provide full visibility of progress and enable collaborative decision-making.
- **Support Proactive Service Delivery:** The system allows us to plan routine maintenance efficiently, anticipate potential issues, and respond quickly to urgent requirements. This ensures that services are delivered consistently and with minimal disruption.

By fully integrating Ezytreev into our operational strategy, we not only increase efficiency and reduce administrative burden but also ensure that work is delivered with precision, safety, and transparency. The combination of GPS tree mapping and digital record-keeping allows us to remove uncertainty, speed up operations, and provide a more reliable and accountable service for the Council.

Geographical Zoning:

To maximize operational efficiency, minimise travel times, and ensure a thorough understanding of site-specific requirements, our workforce is strategically allocated into designated geographical zones. This approach delivers multiple key benefits:

- **Rapid Response:** By operating within defined zones, we can respond promptly to both routine maintenance and emergency situations, significantly reducing downtime and service disruption.
- **Deep Local Knowledge:** Our current staff all live within 10 miles of Basingstoke Borough and possess a deep familiarity with the local area. The integration of TUPE staff further enhances our team, bringing additional experience, insight, and a very well-rounded knowledge of the community, local conditions, and site-specific requirements. This combination ensures we can respond quickly, work efficiently, and consistently deliver services to the highest standard.
- **Sustainability and Cost Efficiency:** Reduced travel distances lead to lower fuel consumption and associated carbon emissions, supporting our commitment to environmentally responsible operations while also reducing operational costs.
- **Enhanced Operational Consistency:** By working consistently within the same zones, we will build strong working relationships with local residents and develop an

in-depth understanding of site nuances, enhancing the reliability and predictability of service delivery.

This strategic deployment of a local workforce ensures that we combine efficiency, sustainability, and high-quality service with a strong community connection.

Client Liaison:

We will have a dedicated Contract Manager appointed to act as the primary point of contact, ensuring seamless communication, close collaboration, and full alignment with the Council's strategic priorities. This role is central to maintaining high standards of service delivery and fostering a strong, professional working relationship between FTS and the Council.

Responsibilities include:

- **Daily and weekly coordination with the Arboricultural team:** The Contract Manager will actively monitor operational progress, identify potential challenges, and implement proactive solutions to prevent issues before they arise. This ensures that every aspect of the service runs smoothly, efficiently, and to the required standard.
- **Attendance at monthly review meetings:** By participating in regular meetings with the Council, the Contract Manager will provide comprehensive updates on performance, discuss upcoming priorities, and review operational outcomes. This structured approach guarantees transparency, continuous improvement, and that all contractual obligations are consistently met.
- **Responsive client liaison:** Acting as the dedicated point of contact for any client queries, schedule adjustments, or emergency requirements, the Contract Manager will ensure a professional, swift, and coordinated response. This guarantees a seamless service experience and reinforces confidence in FTS as a reliable partner.

Our approach to operational delivery is designed to ensure that FTS provides a highly responsive, efficient, and dependable service. By combining proactive planning, advanced digital systems, geographic efficiency, and dedicated client liaison, we can anticipate needs, manage resources effectively, and maintain operational excellence. This integrated strategy ensures that our Arboricultural services consistently meet, and often exceed, the Council's expectations, delivering tangible value, reliability, and exceptional quality at every stage.

List the vehicles that will be available to be used on this contract.

Machinery, Equipment and Materials – Details, Suitability and Logistics

1. Machinery and Vehicles

7.5 Ton Lorry (Euro 6 Compliant) x 3 (depending on access)

- **Description:** Medium-duty lorry for site servicing and transporting materials and equipment.
- **Suitability:** Ideal for urban and suburban access; fully compliant with LEZ and ULEZ zones.
- **Adequacy:** Efficient for work in the contract area reduces site turnaround times.

3.5 Ton Truck (Euro 6 Compliant) x 3.

- **Description:** Lightweight tipping truck for transporting green waste and small tools.
- **Suitability:** Excellent in tight-access and small-scale removals.
- **Adequacy:** Provides rapid response capacity and efficient crew support.

18 Ton Lorry with Mounted Crane (Euro 6 Compliant) x 1

- **Description:** Heavy-duty lorry with onboard crane for lifting large timber or heavy equipment.
- **Suitability:** Ideal for complex dismantles and oversized timber movement.
- **Adequacy:** Reduces need for on-site machinery hire; enhances lifting safety and productivity.

Avant 1 Ton Loader x 1

- **Description:** Compact, versatile loader for material handling, loading timber, moving mulch, and site clearance.
- **Suitability:** Suitable for confined spaces and varied terrains; can be fitted with various attachments for loading, lifting, and ground works.
- **Adequacy:** Enhances on-site material movement efficiency, reduces manual handling, and speeds up loading/unloading tasks.

20m Mobile Elevated Work Platform (MEWP) x 1

- **Description:** Tracked or vehicle-mounted platform for safe aerial access.
- **Suitability:** Ideal for deadwood removal, inspections, or aerial tree works where space permits the MEWP to be used.
- **Adequacy:** accords with Hierarchy of control and Industry Code of Practice (ICoP) Tree Work at height.

Tracked and Towable Woodchippers (6" to 15" Capacity) x5

- **Description:** High-capacity chipper for processing branches into mulch or chips.
- **Suitability:** Tracked chipper offers excellent mobility on uneven terrain; towable chipper provides flexible transport between sites.
- **Adequacy:** Capable of handling daily output from tree felling and crown reduction jobs; reduces green waste volume and disposal trips.

Stump Grinder (Tracked) x2.

- **Description:** Equipment for grinding stumps below ground level after tree removal.
- **Suitability:** Essential for safe replanting, landscaping, or surface clearance.
- **Adequacy:** Available in various sizes for different access conditions and stump sizes.

4x4 Tow Vehicle or Pick-Up x 2

- **Description:** Used to tow trailers and equipment, and for crew or tool transport.
- **Suitability:** Effective on rural, off-road, or restricted-access sites.
- **Adequacy:** Offers flexibility and rapid mobilisation across all site types.

Proposal: Contract Resourcing Strategy

Introduction

Our approach to resourcing the Arboricultural Contract from commencement is designed to ensure seamless mobilisation, operational continuity, and exceptional service delivery. We have developed a robust and flexible staffing model supported by clear lines of communication, effective supervision, and strong management oversight.

From day one, our team will be fully resourced with experienced and qualified arborists, supported by a dedicated Contract Manager and administrative staff to ensure efficient scheduling, reporting, and client liaison. Our operational structure promotes safety, consistency, and accountability at every level, ensuring all work is delivered in line with the highest industry and health and safety standards.

To maintain continuity and resilience, we have implemented a scalable resourcing framework that allows us to respond promptly to fluctuating workloads, seasonal variations, and emergency callouts without compromising quality or response times. Additional capacity can be deployed as required through our network of trained Arborists, guaranteeing that all service requirements—both routine and ad-hoc—are met efficiently and to specification.

Our overall strategy is underpinned by a commitment to delivering best value through proactive workforce planning, continuous training, and performance monitoring. This ensures not only reliable service delivery from the outset but also ongoing improvements in productivity, safety, and customer satisfaction throughout the contract term.

Resourcing from Contract Commencement

The contract will be resourced through a combination of experienced Foremost Tree Surgeons personnel and employees transferring under TUPE regulations (two Arborists). This approach ensures a seamless transition, immediate operational readiness, and full alignment with the Council's service expectations.

Key features of our resourcing strategy include:

- **Local Workforce:** All Foremost Tree Surgeons personnel assigned to this contract are locally based, residing within 10 miles of the contract area. This proximity enhanced operational efficiency and contributed to reduced travel emissions in support of the Council's sustainability objectives.
- **Continuity Through TUPE Transfers:** The two Arborists transferring under TUPE would bring valuable local knowledge and experience of the Council's assets, working areas, and standards. Their inclusion ensures continuity of service and a smooth handover of existing operational practices.
- **Experienced and Qualified Staff:** Foremost's existing team includes highly skilled arborists with extensive experience delivering similar local authority contracts. This guarantees technical competence, safety leadership, and consistent quality of work.
- **Integrated Team Structure:** TUPE employees and Foremost staff will work collaboratively under a unified management structure, ensuring clear communication, shared accountability, and a consistent approach to service delivery.

- **Structured Induction and Onboarding:** All team members will complete a comprehensive induction covering health and safety, quality assurance, customer care, and the Council's specific requirements to ensure alignment from day one.
- **Scalable Capacity:** Additional local resources can be deployed rapidly through our wider Foremost network of staff to meet peaks in demand, emergency callouts, or additional works, without compromising quality or response times.

This combined approach guarantees:

- **Immediate operational readiness** at contract commencement
- **Seamless transition** with no disruption to service delivery
- **Local responsiveness** and community alignment
- **Best value** through efficient, safe, and high-quality operations

Organisational Structure

Our Organisational structure promotes accountability, efficient communication, and operational excellence. Below is the proposed structure:

Roles and Responsibilities

Role	Responsibilities
Contracts Manager	Oversees contract delivery, liaises with the Council, manages performance, ensures service delivery meets specification, and ensures safety/environmental compliance.
Health & Safety Advice	Provided by internal HSEQ Manager as required.
Team Leaders	Supervise daily operations, enforce safety protocols, manage resources, and report to the Contracts Manager.
Arborists	Execute tree works to contract specification, maintain safety standards, and support team operations.
Admin Support	Coordinate scheduling, permissions, documentation, and internal communications.

Foremost Tree Surgeons – Contract Organisational Chart



Foremost Tree Surgeons Organisational Structure
 Named resourced to be agreed subject to TUPE requirements

Foremost Support Services

Health & Safety, Quality and Environment Manager

Technical Support Manager / Triage

Accounts Team

Contract Administration

Logistics Manager

Council Stakeholders

Michael Jefferies
Foremost Managing Director & Contract Executive Sponsor

Matthew Warner
Mobilisation Lead

Richard Compton
Contract Manager

Additional Support Team (Non-Dedicated)

TBC Team Leader

TBC Arborist 5 TBC Arborist 6

TBC Stump Grinder 1 TBC Stump Grinder 2

Emergency Response Team (Non-Dedicated)

TBC Arborist 7 TBC Arborist 8
Utilised from group resources

TBC Arborist 9 TBC Arborist 10
Utilised from Head Office resources

TBC Team Leader 1 **TBC Team Leader 2** **TBC Tree Planting Team Leader 3**

TBC Arborist 1 TBC Arborist 2 TBC Arborist 3 TBC Arborist 4 TBC Arborist 5

Access to Foremost’s team of >50 directly employed, highly experienced personnel

Staffing Levels and Deployment

At commencement, the contract will be staffed as follows:

- 1 × Contracts Manager (Full-time)
- 2 × Team Leaders (Full-time)
- 4 × Arborists (Full-time, split into two teams)
- Additional as required for spike in workflow 1 x team leader
- Additional as required for spike in workflow 2 x arborists
- X 2 Stump grinding operatives with required
- Emergency call out team x 2 arborists (drawn from existing contract staff on rota)
- Additional emergency callout team x 2 arborists if required from head office /depot
- 1 × Administrative Support (Full-time)

All field roles are full-time to ensure consistent service delivery. Administrative support will be scaled based on operational demand.

Proposal for the Delivery of Tree Management Services

We are fully committed to delivering all aspects of the Tree Management Contract in full accordance with Schedule 1. Our approach is structured, safety-led, and results-focused, ensuring the Council's objectives are met to the highest professional standards.

Our Proposed Approach

Comprehensive Contract Delivery

- Deliver all tree management services in strict accordance with the specifications outlined in Schedule 1.
- Ensure all activities are completed efficiently, safely, and consistently.
- Maintain open communication with the Council to ensure transparency and accountability throughout the contract term.
- Meet and aim to exceed all Key Performance Indicator (KPI) obligations

Experienced, Local and Skilled Delivery Team

- Deploy local, highly trained and qualified arborists with proven experience in local authority contracts.
- Utilise established operational systems and a robust management infrastructure to support service delivery.
- Provide ongoing staff training to ensure compliance with the latest safety and environmental standards.

Operational Planning and Risk Management

- Implement a structured programme of proactive and reactive tree maintenance across public spaces.
- Conduct risk assessments to identify potential hazards and prioritise works accordingly.
- Maintain accurate records of inspections, works, and outcomes to demonstrate compliance and support audit requirements.

Safety and Compliance

- Apply rigorous safety protocols and inspection regimes to minimise risk to the public and staff.
- Ensure full compliance with relevant health and safety legislation, British Standards, and industry best practice.
- Maintain trees in a safe, sustainable condition to reduce liability and ensure public confidence.

Supporting the Council's Objectives

- Help the Council meet its statutory obligations regarding tree management and public safety.
- Contribute to the creation of safe, accessible, and attractive public spaces for residents and visitors.
- Deliver a reliable and responsive service that supports long-term asset management and environmental sustainability.

Comprehensive Service Delivery and Out-of-Hours Support

Our services cover routine maintenance, ADHOC work, emergency response and planting. We operate a dedicated out-of-hours callout service to respond promptly to emergency tree situations, such as storm damage, fallen branches, or uprooted trees.

All our routine tree management works are carried out to the highest safety and operational standards. Tasks are completed by trained and qualified Arboricultural staff, with comprehensive risk assessments and method statements prepared to ensure work is carried out safely, efficiently, and in line with best practice.

Importantly, we will utilise the local staff already based in the area, who bring deep knowledge of the community and a strong commitment to maintaining safe, well-managed public spaces. This local presence allows us to respond quickly and effectively to both routine and urgent work while supporting local employment and fostering strong engagement with residents.

Transparent Communication and Contract Management

Clear, honest, and timely communication is a fundamental part of our approach to contract delivery. We recognise that effective communication underpins successful service delivery and is essential for maintaining a strong and collaborative relationship with the Council. Our dedicated Contract Manager will act as the primary point of contact, coordinating all activities, providing oversight, and ensuring full transparency throughout the duration of the contract. This single point of contact approach guarantees consistency, rapid response to queries, and clarity in all interactions.

We will provide weekly updates to keep the Council informed of ongoing work and any emerging issues, as well as monthly contract meetings to review performance, discuss priorities, and ensure alignment with the Council's objectives. All work records and updates will be logged using the Council's EzyTreev system, ensuring accurate, up-to-date information that is easily accessible for monitoring, reporting, and decision-making. Any unforeseen issues will be reported immediately, accompanied by practical solutions, enabling collaborative problem-solving and maintaining confidence in the delivery of the contract. Through this structured and proactive approach, we will deliver the contract efficiently, safely, and to the high standards expected, fostering a professional and transparent partnership throughout.

Supporting the Council's Duty of Care and Public Safety

We understand the Council's duty of care regarding tree safety and the importance of managing risk effectively in public spaces. Through carefully planned maintenance programs, regular risk mitigation, and timely interventions, we aim to reduce hazards, prevent incidents, and support the Council in meeting its legal responsibilities.

All work is carried out with safety as the highest priority, ensuring that public areas remain safe for residents, visitors, and staff. Our approach is designed to protect both people and property while maintaining the health and longevity of the tree stock.

Our interventions are planned with consideration for the natural environment, ensuring that maintenance activities minimise ecological impact and support the sustainability of the urban tree population. By working closely with the Council and utilising local knowledge, we ensure that public spaces are managed efficiently, safely, and responsibly, providing a high-quality service that residents can trust.

Staff, Equipment, and Infrastructure

As mentioned throughout this document, we have all the necessary personnel, resources, and operational systems in place to deliver the contract efficiently, safely, and to the highest professional standards. Our approach combines skilled staff, specialist equipment, and proven operational processes to ensure every aspect of the contract is executed effectively, whether routine maintenance or urgent emergency response.

Our capabilities include:

- **Qualified Arborists** – trained in modern tree management practices and up-to-date health and safety standards, ensuring that all work is carried out competently, safely, and in line with best practice.
- **Experienced Ground Crews** – capable of supporting large-scale maintenance operations and rapid deployment in emergency situations, providing the manpower and expertise needed for safe and efficient delivery.
- **Specialist Equipment and Vehicles** – designed specifically for tree work, allowing us to perform all tasks safely, efficiently, and with minimal disruption to the public.
- **Robust Operational Systems** – covering scheduling, tracking, and reporting of all activities, providing full transparency and allowing the Council to monitor progress and outcomes effectively.
- **Local Staff Already in the Area** – bringing knowledge of the community and surroundings, enabling faster, more responsive service while supporting local employment and engagement.

Together, these resources ensure that the Council can have full confidence in our ability to deliver all aspects of the contract consistently, reliably, and to the high standards expected. Throughout this document, we highlight how our teams, systems, and local presence combine to provide a professional, safe, and efficient service that meets the Council's operational and statutory requirements.

Emergency Callout Process

Objective: Ensure a maximum 90-minute response time for emergency call outs (ECO), from receiving the call to team arrival on-site. Schedule 2 part 1 KPIs.

Primary Point of Contact (POC): A designated POC, usually our Contract Manager, will manage all emergency requests from Basingstoke and Deanes AR.

Emergency Response Teams: Two self-sufficient, trained teams will handle most emergency tree work or ensure site safety while awaiting additional support if needed.

Outline Response Sequence:

0-10 minutes:

Initial call from the Authorised Officer. POC gathers details (emergency type, location, specifics, photos) and enters them into our Incident Management System to timestamp and prioritize the incident. Calls are diverted to our Head Office if not connected directly, triggering escalation if needed.

10-20 minutes:

During regular working hours POC assigns the nearest team with appropriate resources. Out of hours the ECO call out will be contacted. The team leader is alerted via mobile phone / Incident Management System with full incident details.

20-50 minutes:

The Assigned team commences travel to the emergency site using GPS for efficient routing.

50-60 minutes: Team arrives, assesses the situation, takes photos, conducts a site-specific risk assessment, and sets up site as required before addressing the emergency. Information is captured electronically for the AR.

Post-Response: Team leader notifies the POC upon resolution or if additional work is needed. POC informs the Authorised Officer of the completed emergency order.

Out-of-Hours: The on-duty manager acts as POC. A dedicated emergency response vehicle with skilled arborists will be placed on standby and will follow the same procedures as during normal hours.

Storm Events: We will liaise with the Authorised Officer in advance of any forecast storms to plan and prepare our emergency response, including how the callouts should be prioritised, resourcing and client feedback protocols.

Contingencies: If our Contract Manager is unavailable due to planned or unplanned absences, we will ensure that another experienced Contract Manager with local knowledge is available to act as a locum to cover the absence of the dedicated manager.

Conclusion: This outline emergency response plan which is based on our existing procedures so ensures a structured, rapid, and accountable approach to emergency call outs, aligning with Schedule 2 Part 1 KPIs. By maintaining clear communication channels, deploying trained teams, and embedding contingency and storm protocols, we safeguard public safety and uphold service standards.

Foremost Software and Technology Combined with Ezytreev.

We are committed to delivering efficient, effective, and fully auditable tree management services through the integration of innovative technology. Our approach ensures a seamless

service that drives quality, accuracy, and data-driven decision-making, providing clients with confidence in both safety and performance.

Risk Assessment and Technology Integration

Our teams operate using the Foremost Tree Surgeons Management System (FTSMS), our in-house developed risk and asset management system via either IOS or Android smart phone or Tablet computer, to carry out thorough and systematic evaluations of all operations. FTSMS, which we deploy throughout all operations is designed to provide comprehensive oversight and management of every aspect of Risk Assessment and asset Management. The system enables the creation of detailed and fully auditable risk assessment reports covering all operations, including pruning, tree felling, planting, watering, and ongoing maintenance activities. This level of detail ensures that every action undertaken is carefully recorded, providing a transparent and accessible history of each all safety and care measures implemented over time.

In addition to Risk Assessment Management, FTSMS supports wider operational safety and compliance. The system includes vehicle and plant checks, ensuring that all operational equipment and machinery is properly maintained, regularly inspected, and fully compliant with safety standards. FTSMS also features accident and incident reporting, allowing any events to be logged immediately and accurately, supporting rapid investigation and continuous improvement in safety practices.

By combining detailed operational tracking, safety inspections, and incident management, FTSMS acts as a central hub for both risk assessment and operational oversight. It provides our teams and management with clear, real-time insight into operational safety, ensuring that all operations are carried out efficiently, safely, and in full compliance with regulatory and good practice requirements.

By combining the Council's system with our own digital tools, we can ensure complete operational coverage and oversight, capturing all aspects of tree management, risk assessment, and maintenance. This dual-system approach, enhanced with GPS mapping, guarantees that every tree and activity is accurately recorded and monitored, delivering transparent reporting, efficient operational management, and confidence in the quality and safety of all tree operations.

Enhanced Reporting and Documentation

Using FTSMS alongside Ezytreev, team leaders can add notes, photographs, and observations for each specific tree. This creates a comprehensive, paperless feedback loop, allowing clients to receive updates in real time. In the event of legal, insurance, or compliance matters, the Authorised Officer will have secure access to accurate, timestamped records, ensuring transparency and accountability.

Operational Efficiency, Sustainability, and Client Assurance

We place a strong emphasis on adopting modern machinery and operational practices where they deliver real benefits, including the careful consideration of hybrid chippers and electric saws. While the company actively monitors advances in equipment and innovative tools within the sector, new machinery is implemented only when it provides measurable operational or environmental advantages, avoiding the adoption of equipment purely as a short-lived trend. This ensures that efficiency, safety, and sustainability remain central to all operational practices.

By combining carefully selected modern machinery, a well-maintained fleet, and established operational processes, the company delivers a service that is both robust and accountable. Every aspect of tree management is approached with careful planning, monitoring, and attention to safety, enabling a reliable performance across all operations. The benefits of this considered approach include:

- Responsive and accountable service, with workflows designed to ensure work is carried out efficiently, safely, and transparently
- Enhanced operational efficiency, achieved through intelligent planning and the use of machinery and vehicles where they provide real value
- Sustainable and environmentally conscious practices, minimising emissions, reducing resource use, and integrating electric vehicles where practical
- Robust client assurance, providing confidence in the quality, safety, and consistency of all tree management activities

In conclusion, the company is fully committed to delivering efficient, safe, and transparent tree management services. By combining modern machinery, a well-maintained fleet, and rigorous operational processes with the use of digital tools such as FTSMS and the Council's Ezytreev system, we ensure every tree operation is carefully planned, monitored, and recorded.

Communication between Arboricultural Operatives and AR

All teams will be provided with a mobile device, ensuring they are fully contactable while on site.

All tree operations will be managed using the Council's Ezytreev system, which will be used to its full potential for logging messages, updates, and site communications. Operatives will enter information directly through the system on their mobile devices, allowing the AR to monitor progress and maintain secure, auditable records. Using Ezytreev ensures that communications and operational updates are captured centrally, supporting transparency, accountability, and effective oversight.

As a secondary form of communication, we will operate a WhatsApp group that will also include the AR. WhatsApp provides several benefits for immediate, real-time coordination:

- **Instant Communication:** Staff can send and receive messages immediately from their mobile phones, enabling fast and efficient communication in urgent situations without needing to be at a computer.
- **Group Coordination:** All participants, including the AR, can be included in discussions, keeping everyone updated on schedule changes, ad hoc work requirements, or operational adjustments in real time.
- **Accessibility:** Staff can be contacted anytime and anywhere via mobile devices, ensuring a responsive and flexible team.

- **Multimedia Sharing:** Images, videos, and documents can be shared directly in the chat, supporting clarity and efficient task management.
- **Record Keeping:** Chat history provides a log of communications, offering context and reference for future operational or compliance needs.
- **User-Friendly:** WhatsApp is widely familiar, minimising the learning curve and encouraging active participation among staff.

By providing mobile devices and using the Council’s Ezytreev system as the primary communication and operational tool, with WhatsApp as a supplementary channel, the team remains fully connected, informed, and responsive, enhancing operational efficiency, safety, and client assurance.

Summary

We are fully equipped, locally based, and ready to deliver a fast, efficient, and safe Arboricultural service across the Borough. Our proximity to the contract area allows us to deploy teams quickly, ensuring that all response time requirements — both during normal working hours and for emergency out-of-hours situations — are consistently met or exceeded.

Our greatest strength lies in our local workforce, who have an in-depth understanding of the Borough’s roads, parks, and open spaces. This local knowledge enables rapid response to tree-related hazards, helping to minimise disruption and maintain public safety. We are proud to employ skilled arborists who live and work within the local community, reflecting our commitment to supporting the local economy and maintaining strong relationships with residents and the Council alike.

We operate a modern, well-maintained fleet of specialist vehicles and equipment, ensuring reliability and operational efficiency. Our out-of-hours arrangements provide full coverage at all times, with emergency crews ready to respond swiftly, regardless of the time of day or weather conditions.

As part of this contract, we will integrate Ezytreev into our operational systems to streamline communication between our office coordinators, field teams, and the client’s representatives. This integration will enable real-time sharing of work orders, maps, photographs, and completion reports — providing full transparency, traceability, and live updates on all works in progress. The use of this digital platform will enhance scheduling accuracy, improve record-keeping, and support the consistent delivery of high-quality services.

By combining local presence, technical expertise, skilled personnel, and digital integration, we will deliver a proactive and responsive Arboricultural service that protects the public, enhances the environment, and supports the Authority’s objectives. With a proven track record, an experienced management team, and a commitment to continuous improvement, we are fully prepared to deliver this contract safely, efficiently, and to the highest professional standards.

2.	Staff H&S - 7% weighting
2.1	<p>Question. Describe how your organisation provides health and safety training to staff, and how you monitor and ensure compliance and within the contract. Your response should include the following points:</p> <ul style="list-style-type: none"> • Describe how you deliver induction training; • <u>Provide examples of the training materials;</u> • Outline the working methods that are required; • <u>Describe your H&S monitoring and management processes;</u> • Provide details of task specific training; • Detail an example RAMS (risk assessment method statement) for a task that would be required for this contract; and • Describe how you ensure the safety of your operators, the public and the site where they're working. • Explain how you will ensure that all arboricultural operatives are aware of and adhere to current tree working best practice, in particular BS3998:2010. <p>The response should be specific to how you would provide the services for this contract (standard generic, corporate documents is not required).</p> <p>(To consist of no more than 10, A4 pages, Arial font 12). Additional pages, in excess of this limit will not be evaluated.</p>

2.1	<p>At Foremost Tree Surgeons, we place health and safety at the centre of everything we do. Ensuring the safety of our team, our clients, the public, and the environment is our top priority. Every task is carefully planned and carried out with thorough risk assessment, ensuring that all operations are conducted safely and efficiently.</p> <p>We ensure that all our work complies with current legislation, guidance, and best practices, including BS3998:2010. Beyond compliance, we adopt industry-leading methods to minimise risk and maintain the highest standards of safety and professionalism.</p> <p>As we do this, we carefully consider all aspects of health and safety from the initial site assessment to the completion of works. Our approach includes detailed planning, continuous monitoring, and clear communication with all personnel on site. All equipment is maintained to the highest standard, staff are fully trained, and robust procedures are in place to manage any unforeseen circumstances safely and effectively.</p> <p><u>Health & Safety Training and Induction</u></p> <p>We take health and safety very seriously, and no member of our team is permitted to work for us without completing a full-day, structured induction. On their first day, every staff member participates in an induction designed specifically to prepare them for the tasks they will be performing.</p> <p>This induction focuses on the Safe Working Procedures (SWPs), Generic Risk Assessments (GRAs), and Good Arboricultural Practice relevant to each task, as well as environmental and wildlife considerations. Completion of this induction is compulsory — staff cannot undertake work for us without fully understanding and acknowledging the procedures.</p> <p>Induction Content</p> <p>The induction includes:</p> <ul style="list-style-type: none"> • Yard and office induction: Orientation to our yard and office layout, identification of hazards, emergency procedures, location of welfare facilities, first aid points, and storage areas. Staff are shown where to safely dispose of rubbish, wood chips, and timber to maintain an organised and safe workspace. • Task-specific SWPs and GRA: Staff are taken through the procedures they must follow for the tasks they will carry out. This includes guidance on correct methods, sequence of operations, PPE requirements, and key safety considerations for each task. We emphasise adherence to industry standards and GRAs to ensure all work is safe, efficient, and environmentally responsible. • Environmental and wildlife protection: Detailed instruction on protecting wildlife and the environment while performing tasks. Staff sign to acknowledge they understand and will comply with all environmental and wildlife safeguards. • Manual handling: Practical instruction on correct lifting, carrying, and handling techniques relevant to the specific tasks being undertaken. Delivered by the company's in-house trainer, this ensures staff can safely handle materials they will encounter during their work. • Use of company risk assessments and paperwork: Staff are trained in how to correctly use the company's risk assessments and complete any required paperwork associated with their tasks. This ensures all activities are properly recorded and monitored for compliance and safety purposes. • Accessing information: New staff are shown where all relevant information, including SWPs, company procedures, risk assessments, and guidance on environmental and
-----	---

wildlife protection, can be accessed for reference. Staff are either issued the relevant materials or guided to the official digital version available on the company HR app.

Delivery, Ongoing Training and Acknowledgment

The induction is delivered through face-to-face briefings with the contract Manager or HSEQ Manager. This detailed guidance, ensure staff understand how to carry out tasks safely, follow Safe Working Procedures (SWPs), work in accordance with Generic Risk Assessments (GRAs), apply Good Arboricultural Practices, and correctly use company paperwork and risk assessments.

Every team member signs an induction acknowledgment form, which is recorded in their health and safety file.

All existing staff undergo a review of this induction annually to ensure understanding is maintained and that no company knowledge gaps occur. If any changes to procedures, SWPs, GRAs, or environmental/wildlife requirements occur between annual reviews, extra toolbox talks are delivered immediately to inform staff of these changes. Additionally, monthly toolbox talks are held to keep health and safety training and awareness up to date and consistent across all staff.

By completing this induction and participating in ongoing reviews and toolbox talks, staff are fully briefed on the correct procedures for the tasks they will carry out, know where to find information for reference, and are prepared to work safely, responsibly, and in line with environmental, wildlife, and Arboricultural best practices.

A truncated example of this month's Toolbox talk

Toolbox Talk Summary – Importance of Site-Specific Risk Assessments

Risk assessments are a vital part of maintaining a safe and compliant work environment. By identifying and managing hazards early, we can prevent accidents, protect people, and ensure legal compliance.

Key Points:

- Purpose: Site-Specific Risk assessments help us recognize hazards, implement controls, and maintain a shared understanding of site risks.
- Not Just Paperwork: They must be meaningful and site-specific — not a tick-box exercise. Incomplete or generic assessments can miss hazards and lead to unsafe conditions.
- Control Measures: Effective controls may include physical barriers, PPE, safe work procedures, training, and signage. These must be clearly recorded and reviewed regularly.
- New Personnel: All new workers must review and sign the risk assessment before starting work to confirm understanding of hazards and controls.
- Continuous Review: Risk assessments should be reviewed, signed, and updated whenever site conditions, personnel, or activities change.
- Shared Responsibility: Everyone on site is responsible for understanding and applying control measures to keep the workplace safe.

Summary Statement:

Site-Specific Risk assessments are not just a compliance requirement — they are a live, practical tool that protects everyone on site. When done properly, they promote awareness, prevent incidents, and strengthen our overall safety culture.

Working Methods

We will operate to clearly defined working methods to ensure that all tree maintenance activities under this contract are carried out safely, efficiently, and in full compliance with current legislation, British Standards, and industry best practice. Our approach is built on careful planning and assessment so that each task is completed effectively, with the right people, equipment, and controls in place to minimise risk.

Before any works commence, we undertake a detailed Site-Specific Risk Assessment to identify potential hazards and implement appropriate control measures. Where practicable, our Contract Manager conducts a pre-site visit to review access routes, assess the condition of trees, and identify any additional risks such as proximity to highways, utilities, or the public. This proactive approach allows us to plan works effectively and ensure our teams arrive fully prepared, reducing delays and enhancing site safety.

Safe access arrangements are always established prior to work. We use MEWPs and recognise Arboricultural climbing techniques where appropriate, ensuring all aerial work is carried out by qualified and competent operatives. Work zones are clearly signed and segregated to protect our staff, the public, and other site users.

All chainsaw operations, pruning, felling, and timber handling are undertaken in accordance with AFAG guidance, Arb Association technical guides and the Industry Code of Practice for Arboriculture (ICoP), and our company Safe Work Procedures (SWPs). Larger sections of timber are managed using mechanical lifting equipment or approved manual handling techniques to further minimise the risk of injury.

To maintain consistently high standards, our Contract Manager conducts random audits on approximately 10% of all completed works. These inspections confirm compliance with safe systems of work, correct equipment use, and adherence to contract requirements. Our methods are supported by comprehensive, site-specific risk assessments and reinforced through daily team briefings to ensure that every operative is aware of the safest and most efficient way to deliver their tasks.

This structured, proactive approach ensures that all Arboricultural operations for the Authority are carried out to the highest safety and quality standards. By involving our Contract Manager in pre-work planning and ongoing monitoring, we maintain a strong culture of safety, professionalism, and preparedness—ensuring reliable service delivery and full compliance with the Council's requirements.

H&S Monitoring and Management Processes

We operate a robust monitoring and compliance regime to ensure all Arboricultural work is carried out safely and in line with legislative and contractual requirements.

Daily briefings: Each day, the Contract Manager meets with the Team Leader to review the planned work, discuss site-specific hazards, sequence tasks, and confirm emergency procedures. This ensures the team is fully prepared before arriving on site.

Monthly in-house audits: The Contract Manager conducts monthly audits to check that the team is following Safe Work Procedures, risk assessments, and site standards. These audits help us identify areas for improvement and maintain consistent, safe working practices.

Independent audits by the in-house HSEQ Manager: Our in-house HSEQ Manager carries out monthly audits to provide an impartial perspective. Because the teams do not report directly to the HSEQ Manager, these audits offer an objective review of performance, work quality, and adherence to procedures.

External accreditation audits: We undergo regular external audits as part of accredited management systems. This includes ISO standards (ISO 9001, ISO 14001, ISO 45001) and recognition as an Approved Arboricultural Association (AA) Contractor, providing independent verification that our sector-specific practices, safety procedures, and operational standards meet the highest professional benchmarks.

Reporting system: Our digital reporting platform allows every team member to report hazards, near-misses, unsafe conditions, or suggestions for improvement. Each report is logged and tracked, with immediate escalation to the relevant manager. Corrective actions are implemented promptly, and reports are reviewed during audits and daily briefings to identify trends, share lessons learned, and continuously improve procedures. This ensures that safety issues are addressed quickly and that we learn from every incident to maintain high standards across all operations.

We continuously monitor, review, and record compliance with Health & Safety requirements, ensuring that any corrective actions identified through audits, inspections, or the reporting system are addressed immediately and verified to prevent recurrence.

Task-Specific Training

We are fully committed to the continuous training and professional development of our staff, ensuring that every team member is competent, confident, and fully equipped to carry out all Arboricultural tasks safely, efficiently, and to the highest industry standards. Training is viewed as an ongoing process rather than a one-off activity, and we place great importance on maintaining up-to-date knowledge, skills, and practical experience across all levels of our workforce.

Formal and practical task training: All staff undertake structured training programmes combining formal instruction and hands-on field experience tailored to their operational roles. Training covers essential Arboricultural tasks, including tree pruning and crown reduction, tree felling and dismantling in line with BS 3998:2010 and recognised industry standards, chainsaw operations, mechanical lifting, and emergency response procedures such as aerial rescue and first aid specific to tree work.

Staff complete a wide range of NPTC and industry-recognised chainsaw courses, including but not limited to CS30, CS31, CS38, CS39.

Additional training includes Chipper operation and signing Lighting and guarding, ensuring all personnel are fully competent with current industry methods, equipment, and safety standards. This combination of classroom-based learning and practical application ensures that theoretical knowledge is fully embedded and can be applied safely and efficiently on site.

Training and Competence of Arb Operatives

All Foremost Arboricultural operatives hold current NPTC/City & Guilds certificates of competence. Training includes:

- NPTC City & Guilds Level 2 (Code 0039-20): Chainsaw Maintenance & Crosscutting (formerly CS30)

- NPTC City & Guilds Level 2 (Code 0039-21): Felling & Processing Trees up to 380 mm (formerly CS31)
- NPTC City & Guilds Level 2 (Code 0039-22): Tree Climbing & Aerial Rescue (formerly CS38)
- NPTC City & Guilds Level 3 (Code 0021-08): Aerial Cutting of Trees using Free-Fall Techniques (formerly CS39)
- Additional training: First Aid +F (Forestry), Woodchipper & MEWP operation, Manual Handling, Traffic Management (Chapter 8), Environmental Awareness.

Annually role reviews: Every employee's training, competence, and performance is formally reviewed annually. These reviews assess the individual's progress, identify any skills gaps, and ensure that they are fully capable of performing their duties safely and effectively. Importantly, each review also identifies the next training courses or refreshers each team member should undertake, providing a clear development path and ensuring continual skill enhancement in line with operational requirements and industry developments.

Refresher training and external validation: Refresher training is delivered at appropriate intervals to reinforce core skills and ensure compliance with best practice. Every five years, an NPTC external assessor carries out staff competencies to provide independent verification that skills, procedures, and operational standards continue to meet or exceed industry requirements.

While external First Aid and Forestry First Aid refresher training is completed every three years as in line with regulatory requirements.

Aerial rescue checks: Recognising the serious importance of emergency preparation, we carry out a six-monthly training in-house specifically focused on aerial rescue techniques. This ensures that all staff working at height remain confident, competent, and ready to respond effectively in emergency situations.

Monthly toolbox talks: Staff participate in monthly toolbox talks covering a wide variety of relevant topics, including updates to industry standards, site-specific considerations, lessons learned from incidents, and health and safety reminders. These sessions provide a forum for discussion, learning, and the sharing of best practice across the team, reinforcing the lessons learned from formal training and day-to-day work.

Through this structured and proactive approach, combining formal courses, practical instruction, regular reviews, refresher training, and ongoing discussions, we ensure that our teams are continually developing. This not only maintains high levels of operational competence but also strengthens a culture of safety, professionalism, and continuous improvement across all aspects of our work.

Risk Assessment and Method Statement (RAMS) Process

We take a systematic approach to creating RAMS for all Arboricultural operations to ensure safety, compliance, and efficiency on every site. Our process includes:

- **Site-Specific Risk Assessment:** Before work begins, a detailed assessment of the site is conducted to identify all potential hazards and risks associated with the specific location. This includes evaluating ground conditions, tree health and stability, overhead services, access points, traffic, public interaction, and environmental factors. Control measures are then implemented to ensure the work can be carried out safely and efficiently.

- **Hazard Identification and Risk Assessment:** All potential risks are documented, and control measures are devised to reduce or eliminate hazards. This includes the use of Generic Risk Assessments (GRAs) for common Arboricultural tasks, Safe Work Procedures (SWPs), appropriate PPE, exclusion zones, traffic management, and emergency procedures.
- **Method Statement Development:** For each task, a step-by-step method statement is created, detailing safe working procedures, equipment to be used, personnel responsibilities, and emergency contingencies.
- **Team Briefing:** RAMS are communicated to all operatives via daily briefings, ensuring everyone understands the hazards, control measures, and their role in maintaining a safe working environment.
- **Monitoring and Review:** Team Leaders continuously monitor adherence to RAMS on site. Any deviations or new hazards are addressed immediately, and RAMS are reviewed and updated as necessary.

This structured process ensures that all tasks, from routine pruning to complex tree operations, are conducted safely, efficiently, and in compliance with industry standards.

A Reduced Example of a Method Statement– Task:

Crown Lifting a Mature Oak to 3.5m Over a Public Road

Task: Crown lift of a mature oak to a height of 3.5 meters over a public road, ensuring minimal disruption and safe working conditions for both staff and the public.

Hazards and Control Measures:

Hazards	Control Measures
Working at Heights (Falls from Heights)	Only trained operatives will be working at height. Where possible, eliminate the need to work at height using pole pruners or extendable tools, where working at is unavoidable, use a MEWP (Mobile Elevated Work Platform) or climbing techniques with appropriate harnesses; ensure all working-at-height equipment is thoroughly inspected and tested in accordance with LOLER and company Safe Work Procedures.
Falling branches and timber	Plan and sequence cuts carefully to control the direction of branches fall; use appropriate cutting techniques; ensure exclusion zone is always maintained
Chainsaw injuries	Only trained operatives to use chainsaws. Operatives to always wear full PPE, this includes helmet, eye and ear protection, gloves and chainsaw trousers; follow safe cutting techniques; ensure all chainsaw and mechanical equipment are inspected and maintained in line with PUWER requirement
Interaction with public and passing vehicles	Create exclusion zones with barriers, cones and signs; implement traffic management assign banks where required.

Trip slip and falls	Assess and make safe access routes; use correct footwear; inspect grounds conditions before starting work
Overhead power lines or services (if present)	Identify all overhead services; maintain safe distance; follow utility provider guidance if required. STOP work if these safe work distance can't be maintained
Traffic congestion or pedestrian interference	Plan work during low-traffic periods where possible; use banksmen and clear signage and create an exclusion zone, if pedestrian enter the exclusion zone STOP work

Work Sequence

Daily Checks & Preparation:

- Conduct pre-use/start checks on all PPE and equipment, record on the Foremost electronic risk assessment. Report any defects before leaving the depot.
- Vehicle prestart checks must be completed and recorded.

On-Site Procedures:

- Ensure trees to be worked on are clearly identifiable.
- Install traffic management or barriers where required.
- Position vehicles and brushwood chippers safely; direct chipping output to designated areas.
- Team Leader to complete site-specific safety, wildlife, and COSHH risk assessments; all operatives must review and sign.
- Follow tree numbering sequence where possible.
- Establish a safe drop zone with a designated ground operative.

Working at Height

Preparation & Equipment:

- Inspect all climbing equipment; withdraw defective items.
- Keep PPE and safety equipment clear of hazards.
- Assess trees for climbing safety, check ladders and anchor points.

Climbing Procedures:

- Use main and secondary fail-safe anchor points.
- Transfer weight safely when changing anchor points; ensure access lines allow safe lowering.
- Tools to be lifted via tool line; attach saws/ladders safely to prevent accidents.

Cutting & Pruning:

- Identify tension/compression in branches; remove material in manageable sections.
- Keep climbing line clear of debris and weak branches, check anchor and descent routes.
- Descend in a controlled manner to prevent rope damage.

Monitoring:

- Site Team Leader continuously observes the task to ensure adherence to the RAMS.
- Any deviations or new hazards are addressed immediately and recorded.
- Compliance with safe working procedures, use of PPE, and proper rigging techniques is always reinforced.

Additional Notes:

- Traffic management plans coordinated with local authorities' requirement.
- Equipment and methods selected based on tree size, location, and public risk.

- All operations follow recognised Arboricultural standards and industry best practice, including BS 3998:2010 and company Safe Work Procedures.

Ensuring Safety of the Public, Staff, and Site

The safety of the public and our staff is our highest priority. All works are carefully planned and managed to prevent harm, minimise disruption, and maintain a safe working environment for everyone who may be affected by our operations.

Public Protection Measures

- Work areas are clearly defined and securely cordoned off using approved barriers, cones, and warning signage in line with statutory requirements and best practice.
- Our in-house Traffic Management Team designs and implements site-specific traffic management systems to ensure the safe movement of vehicles and pedestrians around the work area.
- Where appropriate, trained traffic management operatives are deployed to guide pedestrians safely, manage vehicle access, and control interface points with the public.
- Signage, diversions, and barriers are inspected daily to confirm their integrity and suitability, ensuring consistent public protection throughout the duration of the works.

Staff Safety and Site Controls

- All personnel receive comprehensive training, instruction, and supervision relevant to their role and are fully briefed on site-specific risks prior to commencing work.
- Daily equipment and vehicle checks are carried out to ensure all tools and machinery are safe, fit for purpose, and compliant with company and legislative standards.
- Staff are required to always wear appropriate PPE and adhere strictly to the company's safe systems of work and dynamic risk assessments.
- Contract Manager continuously monitor working practices to ensure that safe distances between staff and public zones are maintained and that all operations are conducted in a controlled and secure manner.
- Emergency procedures are clearly established and communicated so that, in the event of an incident, swift action can be taken to protect staff, the public, and the surrounding environment.

Commitment to Safety

Our company is committed to fostering a positive health and safety culture in which every team member takes personal responsibility for protecting themselves, their colleagues, and the public. Through the expertise of our in-house Traffic Management Team, robust Contract Manager, and a proactive approach to risk management, we ensure that all works are carried out safely, responsibly, and with the utmost regard for the wellbeing of all involved.

Compliance with Tree Working Best Practice

All Arboricultural works are delivered in line with BS3998:2010 – Tree Work Recommendations and other relevant industry standards and guidance. Recognised best practice is applied wherever the scope of works and client instructions allow, ensuring all activities are undertaken safely, responsibly, and to a consistently high professional standard.

Commitment to Standards and Continuous Improvement

- NPTC Training / refresher training
- All operatives are trained and regularly briefed on the requirements of BS3998:2010, and Arboricultural Association (AA) Technical guidance.

- Site briefings are conducted before each task to reinforce safe working practices, operational procedures, and environmental considerations.
- Task-specific Risk Assessments and Method Statements (RAMS) are developed to align with BS3998:2010, ensuring that pruning, felling, and dismantling operations are completed safely and in accordance with recognised Arboricultural principles.
- Contract Manager and team leaders provide on-site mentoring, and competency checks to ensure that correct techniques and safe systems of work are consistently applied.
- Continuous Professional Development (CPD) and refresher training maintain technical competence and awareness of evolving best practice across all teams.

Accreditation and Auditing

Operations are supported by a robust management system incorporating independent accreditation and regular auditing.

- The organisation holds Arboricultural Association Approved Contractor status, demonstrating compliance with the highest technical, safety, and quality standards in the industry.
- Certification to relevant ISO standards for quality, environmental, and occupational health and safety management supports structured performance and continual improvement.
- Accreditations with CHAS and Constructionline confirm compliance with nationally recognised pre-qualification and safety frameworks.
- Regular internal audits and independent site inspections are undertaken to verify compliance, assess performance, and drive continuous improvement. Findings are reviewed at management level, and corrective actions are implemented promptly to ensure alignment with company policy and external certification standards.

Summary

In summary, this document demonstrates our comprehensive and proactive approach to Health and Safety management across all Arboricultural operations. Through structured training, careful planning, and continuous monitoring, we ensure that every task is carried out safely, efficiently, and in line with current legislation, BS3998:2010, and recognised industry best practice.

The safety of our staff, the public, and the environment is always our highest priority. From initial planning and risk assessment through to completion and review, we manage every stage of our work to eliminate or minimise risk. Our in-house traffic management capability, detailed RAMS process, and ongoing professional development programme underpin a strong culture of safety, responsibility, and care throughout our teams.

Supported by internal and external audits, and accreditations including ISO, CHAS, Constructionline, and Arboricultural Association Approved Contractor status, our approach ensures full compliance, continuous improvement, and consistent delivery of high-quality Arboricultural services.

Our structured, safety-first culture gives clients complete confidence that all works will be delivered to the highest standards of professionalism, quality, and safety throughout the duration of the contract.

3.	Environmental Impact – 5%
3.1	<p>Question. What specific actions will your company take to reduce the environmental impact related to delivering this service? This should include the following points:</p> <ul style="list-style-type: none">• Please provide a description of how your organisation deals with green waste that is generated from your remedial operations.• Please demonstrate how noise, nuisance, damage and disturbance is minimised during site working procedures.• Explain how you will ensure that all arboricultural operatives are aware of and adhere to relevant wildlife legislation, in particular relating to bats and wild birds. <p>(To consist of no more than 5, A4 pages, Arial font 12). Additional pages, in excess of this limit will not be evaluated.</p>

3.1

Commitment to Environmental Responsibility

At Foremost Tree Surgeons, we take our environmental responsibilities seriously. Our operations are guided by an ISO 14001:2015 certified Environmental Management System (EMS), which provides a framework for identifying, managing, and reducing the environmental impact of our work.

We manage waste responsibly, recycling whenever possible and safely disposing of oils, chemicals, and other materials to protect land, water, and air. Noise and disruption are minimised to reduce impact on residents and wildlife.

Protecting wildlife and natural habitats is a priority. Our teams are trained to identify sensitive areas and take precautions to preserve trees, plants, and ecosystems.

Regular monitoring, audits, and staff training ensure our EMS remains effective. We continuously review and improve our processes to maintain high environmental standards.

Our approach ensures tree surgery is carried out responsibly, with care for both communities and the natural environment.

Management and Disposal of Green Waste

Tree surgery operations inevitably generate green waste, including arisings from pruning, felling, and stump removal. We take a structured, expert-led approach to managing this material, following the waste hierarchy of reduce, reuse, recycle to minimise environmental impact.

Segregation at Source: All green waste is carefully sorted on site into timber and woodchip. This ensures each material stream can be handled appropriately, maximising opportunities for reuse while maintaining safety and efficiency during our operations.

Reuse of Green Waste:

- **Woodchip:** Used for biomass and in tree planting projects to support landscaping, soil health, and habitat creation. By applying woodchip in planting, we help improve tree establishment and promote long-term sustainability.
- **Timber:** Larger sections of timber are repurposed for habitat enhancement, such as creating deadwood piles to support biodiversity. Suitable timber and woodchip are also supplied to local schools, allotments, and community groups, supporting local initiatives while reducing waste.

Other Waste Streams:

- **Oil:** All used oils are collected and disposed of through licensed waste carriers in accordance with environmental regulations.
- **Paper and Card:** Office and site-generated paper and cardboard are separated and sent for recycling to minimize landfill use.
- **WEEE (Waste Electrical and Electronic Equipment):** Any electrical or battery-powered tools and equipment that reach end of life are recycled through approved WEEE recycling schemes.

Compliance and Licensing:

Foremost Tree Surgeons operates with full legal compliance and all necessary licences. All green waste is transported by registered carriers, and we retain complete Duty of Care documentation to ensure traceability in line with the Environmental Protection Act 1990. Our

rigorous approach guarantees that every stage of green waste management meets or exceeds regulatory standards.

Continuous Improvement:

We regularly review disposal and reuse routes to identify new opportunities for recycling, carbon reduction, and operational efficiency. This ensures our green waste management evolves alongside industry best practice and environmental innovation.

Through this expert-led approach, Foremost Tree Surgeons demonstrates a clear commitment to professional, responsible, and environmentally conscious arboriculture, ensuring that all green waste generated is reused to its fullest potential while fully complying with all legal requirements.

Minimising Noise, Nuisance, Damage and Disturbance

We fully recognise that Arboricultural and tree surgery operations, while essential for the management and safety of trees, have the potential to cause temporary disturbance to nearby residents, businesses, and the wider environment. To minimise such impacts, we have implemented a comprehensive set of control measures designed to reduce noise, limit emissions, and protect surrounding property and vegetation.

Our approach reflects best practice in line with ISO 140001 and our company's Environmental and Sustainability Policy.

Noise Control

To reduce disruption caused by noise during operations, we adopt the following measures:

- Use of modern, well-maintained, and low-noise machinery to minimise operational sound levels.
- Regular servicing and maintenance of chainsaws, chippers, and stump grinders to ensure efficient and quiet operation.
- Scheduling of high-noise activities (e.g. chipping, stump grinding) within standard working hours only, avoiding early mornings, evenings, weekends, and public holidays.
- Use of battery-powered chainsaws and pruning tools where feasible, offering significant reductions in both noise and vibration.
- Engine covers and mufflers fitted and checked prior to work commencement to ensure optimal noise suppression.

Dust and Emissions

To manage air quality and reduce our environmental footprint, the following controls are applied:

- Deployment of electric or hybrid vehicles and battery-powered plant and tools wherever operationally practical.
- A strict anti-idling policy is enforced across all vehicles and equipment to minimise unnecessary emissions.
- Dust suppression measures such as light water misting or utilising natural dampness are employed where cutting or chipping may generate airborne particles.
- Regular equipment checks ensure emissions remain within manufacturer and environmental standards.

Site Protection

Protecting the site and surrounding landscape is a priority in all works:

- Clearly defined access routes and exclusion zones are established prior to commencement, ensuring minimal disturbance to surrounding vegetation, lawns, or structures.
- Pre-start toolbox talks are conducted daily to identify site-specific risks and agree on appropriate improvement measures.

- Waste and debris are contained within designated areas to prevent spillage and environmental contamination.

Public Nuisance Management

We take proactive steps to maintain positive relationships with the public and affected stakeholders:

- Clear and informative signage and temporary barriers are used to direct pedestrians and ensure safety around the work area.
- Advance notification and liaison with residents, property owners, or site managers are undertaken prior to works to communicate schedules, duration, and potential disruptions.
- Continuous engagement during operations ensures that concerns or complaints can be addressed promptly and professionally.
- Prompt clearance of arisings and debris ensures sites are left clean, safe, and visually tidy at the end of each working day.

Protection of Wildlife and Compliance with Legislation

We are fully committed to the protection and preservation of wildlife, natural habitats, and biodiversity. We recognise our legal and moral responsibilities to ensure that all Arboricultural works are undertaken in a manner that safeguards protected species and minimises disturbance to the surrounding environment.

All operations are planned and completed in strict compliance with relevant UK legislation, including:

- Wildlife and Countryside Act 1981 (as amended)
- Conservation of Habitats and Species Regulations 2017
- Countryside and Rights of Way Act 2000
- Natural Environment and Rural Communities (NERC) Act 2006

We also follow guidance and best practice from Natural England, The Bat Conservation Trust, and the Arboricultural Association.

In addition, we have company policies in place that formalise our approach to environmental protection, including:

- Environmental management and sustainability policies
- Wildlife and habitat protection procedures
- Site-specific risk assessments to prevent disturbance to protected species
- Staff training programs to ensure awareness and compliance

These policies ensure that environmental protection is embedded in every aspect of our operations, helping us maintain high standards of biodiversity conservation while delivering safe and responsible Arboricultural services.

Specific Actions and Procedures

Pre-Works Wildlife Checks

Before any works commence, our trained and qualified arborists undertake comprehensive site-specific wildlife inspections to assess the working area for any signs of wildlife presence or habitat use. This process involves a careful visual review of the trees, surrounding vegetation, and ground conditions to identify any indicators that protected species may be present or that their habitats could be affected by the planned works.

These inspections form a key part of our environmental due diligence and are carried out immediately prior to work starting to ensure the site conditions are current and accurately assessed. The purpose of this check is to confirm that operations can proceed without risk of disturbing wildlife or breaching relevant legislation.

All findings and observations from the wildlife inspection are recorded on the Site-Specific Risk Assessment, which is reviewed and signed off by the site Team Leader before works commence. Any potential issues, such as evidence of wildlife activity or habitat sensitivity, are discussed during the pre-start briefing, and suitable control measures or work adjustments are agreed to prevent harm or disturbance.

This proactive approach ensures that every site is carefully evaluated from an ecological view, maintaining compliance with wildlife legislation and demonstrating our ongoing commitment to responsible and sustainable working practices.

Awareness and Training

The company ensures that all personnel are appropriately trained to fulfil their wildlife protection responsibilities in accordance with relevant legislation, guidance, and internal environmental management procedures.

- **Wildlife Awareness and Species Identification:** All operatives receive training in wildlife awareness and species identification during their site induction, including the recognition of signs and habitats associated with bats, nesting birds and other protected fauna and flora.
- **Ongoing Competence Development:** Regular toolbox talks, and refresher sessions are delivered by the Contract Manager to reinforce understanding of ecological sensitivities, legislative obligations, and the company's environmental protection procedures.
- **Integration within Site Activities:** The *Wildlife and Habitat Protection Procedure* is embedded within all method statements and risk assessments, ensuring that environmental protection and the safeguarding of protected and sensitive species are important to all site operations.

This approach supports continuous improvement in environmental performance and displays the company's commitment to the principles of the company ISO 14001 accreditation.

Stop-Work Protocol

If, at any stage during works, evidence of bats, nesting birds, or any other protected species is identified:

- **Immediate Stop of Works:** All work in the affected area is stopped immediately. The area is cordoned off and protected from further access or disturbance.
- **Reporting:** The finding is reported to the Contract Manager, who will seek guidance from a qualified ecologist to determine the appropriate course of action.
- **Approval to Resume Work:** Works will only recommence once suitable improvement measures or statutory licences have been approved by the relevant authority (e.g., Natural England).

This zero-tolerance protocol ensures full compliance with wildlife protection legislation and prevents accidental harm, disturbance, or habitat degradation.

Habitat Enhancement and Aftercare

In addition to protecting existing habitats, the company actively seeks opportunities to enhance biodiversity and support long-term ecological improvement as part of its works:

- **Habitat Features:** Retaining deadwood or creating log piles in suitable areas to provide valuable shelter and breeding habitats for invertebrates, fungi, amphibians, and small mammals.

- **Ground Flora Regeneration:** Encouraging the natural regeneration of ground flora by minimising soil disturbance and promoting native vegetation recovery.
- **Artificial Habitats:** Installing bird boxes or bat boxes, where appropriate, as part of habitat enhancement and species support initiatives.
- **Collaboration and Continuous Improvement:** Working collaboratively with clients and ecologists, to identify and implement further opportunities for long-term biodiversity enhancement and aftercare.

This approach ensures that biodiversity considerations are incorporated into site activities and that any potential for ecological improvement is effectively realised.

Monitoring and Continuous Improvement

As part of our ISO 14001 Environmental Management System (EMS), environmental performance is continually reviewed and improved through:

- **Auditing:** Regular internal and external audits to verify compliance and identify opportunities for improvement.
- **Incident Review:** Recording and analysis of environmental incidents and near misses to prevent recurrence and strengthen control measures.
- **Sustainability Objectives:** Annual targets to reduce carbon footprint, increase recycling, and expand the use of electric tools and vehicles.
- **Supplier Review:** Ongoing assessment of suppliers and waste disposal partners to ensure environmental compliance and sustainable practices.

Performance indicators include:

- Volume of waste recycled or reused.
- Reduction in fuel consumption and emissions.
- Staff training in environmental awareness and competence.

Summary

Foremost Tree Surgeons are committed to carrying out all Arboricultural operations in a responsible, sustainable, and environmentally conscious manner. Guided by our ISO 14001:2015 certified Environmental Management System (EMS), we integrate environmental considerations into every aspect of our work, from planning and tree surgery operations to staff training, waste management, and habitat protection.

We manage and dispose of green waste in line with the waste hierarchy, reducing, reusing, and recycling wherever possible, while complying fully with all legal and licensing requirements. Measures are in place to minimise noise, dust, emissions, and other disturbances, protecting both nearby communities and the natural environment.

Protecting wildlife and natural habitats is central to our operations. Our teams are trained to identify protected species, including bats, nesting birds, and Red Book species, and all works are planned to prevent harm or disturbance. Pre-works wildlife checks, a clear Stop-Work Protocol, and embedded habitat protection procedures ensure compliance with relevant legislation and best practice guidance.

In addition, we proactively enhance biodiversity through habitat creation, artificial nest sites, and encouragement of native flora regeneration. Continuous monitoring, audits, and staff training ensure ongoing improvement, while sustainability objectives, such as reducing carbon emissions, increasing recycling, and adopting electric tools, demonstrate our commitment to responsible, forward-looking arboriculture.

This structured approach ensures that every operation is carried out thoughtfully, safely, and in a way that preserves and enhances the Environment.

SCHEDULE 4 CHARGES AND PAYMENT

1. Calculation of the Charges

The Charges shall be calculated on the basis of the rates and prices set out in this Schedule upto a maximum of of £2,299,000.

CONTRACT SPECIFICATION Reference	SCHEDULE OF RATES Item description & category	Unit	Rate (£)
General Requirements	Hourly-rate works	Hour	
	2-man team & equipment + 1 vehicle (Normal Working Hours)		£75.75
	3-man team & equipment + 1 vehicle (Normal Working Hours)		£113.62
	5-man team & equipment + 2 vehicles (Normal Working Hours)		£159.83
	2-man team & equipment + 1 vehicle (OOH Emergency)		£95.89
	3-man team & equipment + 1 vehicle (OOH Emergency)		£143.84
	5-man team & equipment + 2 vehicles (OOH Emergency)		£239.73
Section 9.6	Whole tree Fell / Coppice / Re-coppice	Per tree	
	Up to 15 DBH		£21.31
	16 - 30 DBH		£127.85
	31 - 45 DBH		£239.74
	46 - 60 DBH		£372.93
	61 - 75 DBH		£399.57
	76 - 100 DBH		£404.89
	101 - 125 DBH		£410.23
	126 - 150 DBH		£415.55
	151+ DBH		£425.87
Section 9.6	Clear fallen tree	Per tree	
	Up to 15 DBH		£21.31
	16 - 30 DBH		£106.54
	31 - 45 DBH		£202.44
	46 - 60 DBH		£266.37
	61 - 75 DBH		£271.71
	76 - 100 DBH		£277.03
	101 - 125 DBH		£282.35
	126 - 150 DBH		£287.68
	151+ DBH		£298.02
Section 9.7 - 9.9	Crown reduce 20% (Finished dimensions stated in instruction)	Per tree	
	Up to 15 DBH		£15.97

	16 - 30 DBH		£58.61
	31 - 45 DBH		£159.83
	46 - 60 DBH		£207.76
	61 - 75 DBH		£293.02
	76 - 100 DBH		£298.35
	101 - 125 DBH		£303.67
	126 - 150 DBH		£308.98
	151+ DBH		£324.33
Section 9.7 - 9.9	Crown reduce 30% (Finished dimensions stated in instruction)	Per tree	
	Up to 15 DBH		£15.97
	16 - 30 DBH		£58.61
	31 - 45 DBH		£159.83
	46 - 60 DBH		£207.76
	61 - 75 DBH		£293.02
	76 - 100 DBH		£298.35
	101 - 125 DBH		£303.67
	126 - 150 DBH		£308.98
	151+ DBH		£324.33
Section 9.7 - 9.9	Crown reduce 40% (Finished dimensions stated in instruction)	Per tree	
	Up to 15 DBH		£15.97
	16 - 30 DBH		£58.61
	31 - 45 DBH		£159.83
	46 - 60 DBH		£207.76
	61 - 75 DBH		£293.02
	76 - 100 DBH		£298.35
	101 - 125 DBH		£303.67
	126 - 150 DBH		£308.98
	151+ DBH		£324.33
Section 9.7 - 9.9	Crown reduce 50% (Finished dimensions stated in instruction)	Per tree	
	Up to 15 DBH		£50.50
	16 - 30 DBH		£121.20
	31 - 45 DBH		£297.95
	46 - 60 DBH		£398.95
	61 - 75 DBH		£429.25
	76 - 100 DBH		£499.95
	101 - 125 DBH		£555.50

	126 - 150 DBH		£555.50
	151+ DBH		£575.50
Section 9.10 - 9.11	Part Crown reduce (Expressed in meters in instruction)	Per tree	
	Up to 15 DBH		£15.97
	16 - 30 DBH		£47.94
	31 - 45 DBH		£79.91
	46 - 60 DBH		£186.46
	61 - 75 DBH		£213.11
	76 - 100 DBH		£218.42
	101 - 125 DBH		£223.47
	126 - 150 DBH		£229.07
	151+ DBH		£234.42
Section 9.12 - 9.13	Pollard / Monolith	Per tree	
	Up to 15 DBH		£5.32
	16 - 30 DBH		£42.62
	31 - 45 DBH		£85.24
	46 - 60 DBH		£106.54
	61 - 75 DBH		£159.83
	76 - 100 DBH		£213.11
	101 - 125 DBH		£218.42
	126 - 150 DBH		£223.75
	151+ DBH		£229.07
Section 9.14 - 9.15	Re-Pollard	Per tree	
	Up to 15 DBH		£5.32
	16 - 30 DBH		£42.62
	31 - 45 DBH		£95.90
	46 - 60 DBH		£149.16
	61 - 75 DBH		£181.13
	76 - 100 DBH		£186.46
	101 - 125 DBH		£191.79
	126 - 150 DBH		£197.13
	151+ DBH		£202.44
Section 9.16 - 9.19	Clearance pruning	Per tree	
	Up to 15 DBH		£15.97
	16 - 30 DBH		£31.96
	31 - 45 DBH		£58.61
	46 - 60 DBH		£117.20
	61 - 75 DBH		£149.16

	76 - 100 DBH		£165.15
	101 - 125 DBH		£170.47
	126 - 150 DBH		£174.74
	151+ DBH		£181.13
Section 9.16	Street lamp clear 1.5m	Per tree	
			£126.25
Section 9.16	Overhead services clear	Per tree	
	Up to 15 DBH		£9.77
	16 - 30 DBH		£12.37
	31 - 45 DBH		£32.82
	46 - 60 DBH		£97.16
	61 - 75 DBH		£106.17
	76 - 100 DBH		£227.75
	101 - 125 DBH		£297.95
	126 - 150 DBH		£297.95
	151+ DBH		£297.95
Section 9.20 - 9.22	Crown lift (young tree to 2 metres)	Per tree	
	Up to 15 DBH		£12.62
	16 – 30 DBH		£12.62
Section 9.20 - 9.22	Crown lift (3 metres)	Per tree	
	Up to 15 DBH		£15.97
	16 - 30 DBH		£26.63
	31 - 45 DBH		£42.62
	46 - 60 DBH		£53.27
	61 - 75 DBH		£58.61
	76 - 100 DBH		£63.92
	101 - 125 DBH		£69.25
	126 - 150 DBH		£74.58
	151+ DBH		£79.91
Section 9.20 - 9.22	Crown lift (4 metres)	Per tree	
	Up to 15 DBH		£15.97
	16 - 30 DBH		£26.63
	31 - 45 DBH		£42.62
	46 - 60 DBH		£53.27
	61 - 75 DBH		£58.61
	76 - 100 DBH		£63.92
	101 - 125 DBH		£69.25
	126 - 150 DBH		£74.58

	151+ DBH		£79.91
Section 9.20 - 9.22	Crown lift (6 metres)	Per tree	
	Up to 15 DBH		£15.97
	16 - 30 DBH		£26.63
	31 - 45 DBH		£42.62
	46 - 60 DBH		£53.27
	61 - 75 DBH		£58.61
	76 - 100 DBH		£63.92
	101 - 125 DBH		£69.25
	126 - 150 DBH		£74.58
	151+ DBH		£79.91
Section 9.20 - 9.22	Crown lift (7 metres)	Per tree	
	Up to 15 DBH		£15.97
	16 - 30 DBH		£26.63
	31 - 45 DBH		£42.62
	46 - 60 DBH		£53.27
	61 - 75 DBH		£58.61
	76 - 100 DBH		£63.92
	101 - 125 DBH		£69.25
	126 - 150 DBH		£74.58
	151+ DBH		£79.91
Section 9.20 - 9.22	Crown lift (8 metres)	Per tree	
	Up to 15 DBH		£15.97
	16 - 30 DBH		£26.63
	31 - 45 DBH		£42.62
	46 - 60 DBH		£53.27
	61 - 75 DBH		£58.61
	76 - 100 DBH		£63.92
	101 - 125 DBH		£69.25
	126 - 150 DBH		£74.58
	151+ DBH		£79.91
Section 9.20 - 9.22	Crown lift over road	Per tree	
	Up to 15 DBH		£15.97
	16 - 30 DBH		£26.63
	31 - 45 DBH		£42.62
	46 - 60 DBH		£53.27
	61 - 75 DBH		£58.61
	76 - 100 DBH		£63.92

	101 - 125 DBH		£69.25
	126 - 150 DBH		£74.58
	151+ DBH		£79.91
Section 9.20 - 9.22	Crown lift over path	Per tree	
	Up to 15 DBH		£15.97
	16 - 30 DBH		£26.63
	31 - 45 DBH		£42.62
	46 - 60 DBH		£53.27
	61 - 75 DBH		£58.61
	76 - 100 DBH		£63.92
	101 - 125 DBH		£69.25
	126 - 150 DBH		£74.58
	151+ DBH		£79.91
Section 9.23	Clear around base of tree	Per tree	
	Up to 15 DBH		£8.08
	16 - 30 DBH		£8.08
	31 - 45 DBH		£8.08
	46 - 60 DBH		£8.08
	61 - 75 DBH		£126.25
	76 - 100 DBH		£126.25
	101 - 125 DBH		£126.25
	126 - 150 DBH		£126.25
	151+ DBH		£126.25
Section 9.24 - 9.26	Epicormic growth & basal suckers	Per tree	
	0 - 60 DBH		£9.58
	61 - 150+ DBH		£10.65
Section 9.27	Remove deadwood	Per tree	
	Up to 15 DBH		£15.97
	16 - 30 DBH		£37.29
	31 - 45 DBH		£47.94
	46 - 60 DBH		£69.25
	61 - 75 DBH		£101.22
	76 - 100 DBH		£106.54
	101 - 125 DBH		£111.87
	126 - 150 DBH		£117.20
	151+ DBH		£122.53
Section 9.28 - 9.29	Crown clean	Per tree	
	Up to 15 DBH		£5.32

	16 - 30 DBH		£53.27
	31 - 45 DBH		£74.58
	46 - 60 DBH		£95.90
	61 - 75 DBH		£127.85
	76 - 100 DBH		£133.19
	101 - 125 DBH		£138.52
	126 - 150 DBH		£143.84
	151+ DBH		£149.16
Section 9.30 - 9.32	Damaged branch and stub removal	Per tree	
	Up to 15 DBH		£15.97
	16 - 30 DBH		£15.97
	31 - 45 DBH		£37.29
	46 - 60 DBH		£47.94
	61 - 75 DBH		£47.94
	76 - 100 DBH		£53.27
	101 - 125 DBH		£53.27
	126 - 150 DBH		£53.27
	151+ DBH		£53.27
Section 9.30 - 9.32	Individual branch/limb/stem removal	Per branch	
	Up to 15cm DBH (final pruning cut diameter)		£15.97
	16 – 30 DBH (final pruning cut diameter)		£37.29
	31 – 45 DBH (final pruning cut diameter)		£47.94
	46+ DBH (final pruning cut diameter)		£53.26
Section 9.30 - 9.32	Remove hung up branch	Per tree	
	Up to 15 DBH		£15.97
	16 - 30 DBH		£15.97
	31 - 45 DBH		£37.29
	46 - 60 DBH		£47.94
	61 - 75 DBH		£47.94
	76 - 100 DBH		£53.27
	101 - 125 DBH		£53.27
	126 - 150 DBH		£53.27
	151+ DBH		£53.27
Section 9.30 - 9.32	Clear fallen branch	Per tree	
	Up to 15 DBH		£13.38
	16 - 30 DBH		£13.38
	31 - 45 DBH		£33.83

	46 - 60 DBH		£39.64
	61 - 75 DBH		£39.64
	76 - 100 DBH		£49.23
	101 - 125 DBH		£49.23
	126 - 150 DBH		£49.23
	151+ DBH		£49.23
Section 9.33 - 9.35	Sever climbing plants	Per tree	
	Up to 15 DBH		£5.32
	16 - 30 DBH		£31.96
	31 - 45 DBH		£42.62
	46 - 60 DBH		£63.92
	61 - 75 DBH		£69.25
	76 - 100 DBH		£74.58
	101 - 125 DBH		£79.91
	126 - 150 DBH		£85.24
	151+ DBH		£90.56
Section 9.36 - 9.37	General prune	Per tree	
	Up to 15 DBH		£15.97
	16 - 30 DBH		£37.29
	31 - 45 DBH		£106.54
	46 - 60 DBH		£186.46
	61 - 75 DBH		£213.11
	76 - 100 DBH		£223.75
	101 - 125 DBH		£229.07
	126 - 150 DBH		£234.42
	151+ DBH		£239.74
Section 10.1 - 10.8	Removal of stump (Grinding)	Per stump	
	Up to 15 DBH		£63.92
	16 - 30 DBH		£63.92
	31 - 45 DBH		£74.58
	46 - 60 DBH		£85.24
	61 - 75 DBH		£106.54
	76 - 100 DBH		£127.85
	101 - 125 DBH		£133.19
	126 - 150 DBH		£138.52
	151+ DBH		£143.84
Section 10.9 - 10.13	Treatment of stump (Chemical treatment)	Per stump	

	Up to 15 DBH		£7.45
	16 - 30 DBH		£14.91
	31 - 45 DBH		£29.83
	46 - 60 DBH		£35.92
	61 - 75 DBH		£42.62
	76 - 100 DBH		£47.94
	101 - 125 DBH		£53.23
	126 - 150 DBH		£58.61
	151+ DBH		£63.92
Section 10.14 - 10.17	Fence Line Clearance (2-metres)	m²	
			£9.58
Section 10.18 - 10.22	Thicket thinning (10%)	m²	
			£2.06
Section 10.18 - 10.22	Thicket thinning (30%)	m²	
			£5.00
Section 10.18 - 10.22	Thicket thinning (50%)	m²	
			£8.20
Section 10.23 - 10.25	Cable brace	Per tree	
	Initial installation		£532.75
	Check & adjust previous installation		£213.09
Section 11.1 - 11.10	Planting general	Per tree	
	Plant Whip (Up to 180cms)		£0.96
	Plant Standard (8 - 10cms)		£74.57
	Plant Selected standard (10 - 12cms)		£74.57
	Plant Heavy standard (12 - 14cms)		£58.24
	Install ceremonial planting-box & plant tree (Section 11.6)		£151.50
Section 11.11 - 13.2	Young tree care	Per tree	
	Formative prune		£8.54
	Stake & tie adjust (Standard size only)		£8.54
	Stake & tie remove - (Standard size only)		£8.54
	Mulch		£8.54
	Weed		£8.54
Section 14.1 - 14.4	Watering	Per tree	
	Whips & Feathers (<180cms) - 10 Litres		£6.06
	8 - 10 cm Standard & 10 -12 cm Selected standard - 25 Litres		£7.57

	12 - 14 cm Heavy standard - 50 Litres		£9.60
Section 15.1	Remove failed planting	Per tree	
	Standard sizes only		£4.27
Section 16.1 - 16.2	Aerial inspection	Per tree	
	Aerial inspection & report (31cm – 60cms DBH)		£133.18
	Aerial inspection & report (61cms+ DBH)		£186.48
Total of all of the above. This will be used as your Tender sum for the commercial comparison against other bids. Appendix J can be used to provide an indication of volumes.			£33,454.61

2. Annual Review

The Charges payable pursuant to this schedule will be reviewed on an annual basis in line with the percentage increase or reduction in the Consumer Prices Index in the 12 months period expiring on 31st July each year ('Review date'). Any increase or reduction to the Charges will be applied from the anniversary of the Commencement Date that immediately follows the Review Date.

3. Termination Payment Default

In the event that at any time undisputed Charges of £10,000 have been overdue for payment for a period of 30 days or more, the Council will have committed a Termination Payment Default.

SCHEDULE 5 CONTRACT MANAGEMENT

1. Authorised representatives

The Authority's initial Authorised Representative: Jan Polnik (Principal Tree Officer) and Ryan Snowden (Tree Officer)

The Contractor's initial Authorised Representative: Matthew Warner (Operational Director)

2. Key Personnel

N/A

3. Meetings

Contact Monitoring

Monthly

4. Reports

The Contractor shall provide information on a monthly basis in respect of the following:

- (a) Orders received
- (b) Orders completed
- (c) Variations to works
- (d) Complaints received
- (e) Health and safety update, including accident records
- (f) Qualifications and insurance records for new employees
- (g) Sustainability data including the tonnage of recycled material per month
- (h) Any potential opportunities for changing the ways in working that would enable the Services to be delivered at lower costs and/or bring greater benefits to the Council.
- (i) All other information required in accordance with the Key Performance Indicators set out at Schedule 2.

The Contractor shall provide information on a yearly basis in respect of the following:

- (j) Any updates to corporate policies, e.g. health & safety
- (k) Renewal of insurance policies

SCHEDULE 6 EMPLOYEES

1. Interpretation

The definitions and rules of interpretation in this paragraph apply in this Schedule 6.

Employee Liability Information: in respect of each of the Employees:

- a) the identity and age of the Employee;
- b) those particulars of employment that an employer is obliged to give the Employee under section 1 of the Employment Rights Act 1996;
- c) information about any disciplinary procedure taken against the Employee and any grievances raised by the Employee within the previous two years, where a Code of Practice issued under Part IV of the Trade Union and Labour Relations (Consolidation) Act 1992 relating exclusively or primarily to the resolution of disputes or any other applicable code or statutory procedure applied;
- d) information about any court or tribunal case, claim or action either brought by the Employee against the Council within the previous two years or where the Council has reasonable grounds to believe that such action may be brought against the Contractor arising out of the Employee's employment with the Council; and
- e) information about any collective agreement which will have effect after the Effective Date in relation to the Employee pursuant to regulation 5(a) of the Employment Regulations.

Staffing Information: in relation to all persons detailed on the Contractor's Provisional Staff List, such information as the Council may reasonably request (subject to the Applicable Data Protection Legislation) but including in an anonymised format:

- a) the functions they perform and details of the proportion of working time each spends in providing the Services (or any part of the Services);
- b) their ages, dates of commencement of employment or engagement and gender;
- c) details of whether they are employees, workers, self-employed, contractors or consultants, agency workers or otherwise;
- d) the identity of their employer or relevant contracting party;
- e) their relevant notice periods and any other terms relating to termination of employment or engagement, including any

redundancy procedures and contractual redundancy payment schemes;

- f) the current wages, salaries (including holiday pay), profit sharing, incentive and bonus arrangements applicable to them and how they are calculated;
- g) details of other employment-related benefits including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and Council car schemes applicable to them;
- h) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);
- i) details of any such individuals on long-term sickness absence, maternity or other statutory leave or otherwise absent from work; and
- j) copies of all relevant documents and materials relating to such information including copies of relevant contracts of employment or engagement (or relevant standard contracts if applied generally in respect of such individuals).

Service Transfer Date: the date on which the Services (or any part of the Services), for whatever reason transfer from the Contractor to the Council or any Replacement Contractor.

Contractor's Final Staff List: the list of all the Contractor's Personnel engaged in or wholly or mainly assigned to the provision of the Services or any part of the Services at the Service Transfer Date.

Contractor's Provisional Staff List: a list prepared and updated by the Contractor of all the Contractor's Personnel engaged in, or wholly or mainly assigned to, the provision of the Services or any part of the Services at the date of preparation of the list.

2. Employment exit provisions

- 2.1 This agreement envisages that subsequent to the commencement of this agreement, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination of this agreement, or part, or otherwise) resulting in a transfer of the Services in whole or in part (**Service Transfer**). If a Service Transfer is a relevant transfer for the purposes of the Employment Regulations then, in such event, the Council or a Replacement Contractor would inherit liabilities in respect of the Exit Transferring Employees. Accordingly if the Employment Regulations apply on a Service Transfer the provisions in paragraph Schedule 62.5 to paragraph Schedule 62.9 of this Schedule 6 shall apply. paragraph Schedule 62.12 of this Schedule 6 shall apply to a Service Transfer which is not a relevant transfer for the purposes of the Employment Regulations. For the avoidance of doubt, all other paragraphs in this paragraph Schedule 62 of this Schedule 6 shall apply to all Service Transfers, whether or not the Employment Regulations apply.
- 2.2 The Contractor agrees that, subject to compliance with Applicable Data Protection Legislation:
- (a) within 20 days of the earliest of:
 - (i) receipt of a notification from the Council of a Service Transfer or intended Service Transfer; or
 - (ii) receipt of the giving of notice of early termination of this agreement or any part thereof; or
 - (iii) the date which is 12 months before the expiry of the Initial Term or any renewal term,and, in any event, on receipt of a written request of the Council at any time,] it shall provide the Contractor's Provisional Staff List and the Staffing Information to the Council or, at the direction of the Council, to a Replacement Contractor and it shall provide an updated Contractor's Provisional Staff List when reasonably requested by the Council or, any Replacement Contractor;
 - (b) at least 28 days before the Service Transfer Date, the Contractor shall prepare and provide to the Council and/or, at the direction of the Council, to the Replacement Contractor, the Contractor's Final Staff List, which shall be complete and accurate in all material respects. The Contractor's Final Staff List shall identify which of the Contractor's Personnel named are Exit Transferring Employees;

- (c) the Council shall be permitted to use and disclose the Contractor's Provisional Staff List, the Contractor's Final Staff List and the Staffing Information for informing any tenderer or other prospective Replacement Contractor for any services which are substantially the same type of services (or any part thereof) as the Services; and
- (d) on reasonable request by the Council the Contractor shall provide the Council or at the request of the Council, the Replacement Contractor, with access (on reasonable notice and during normal working hours) to such employment records (and provide copies) as the Council reasonably requests,

provided always that the Council shall require any such prospective Replacement Contractor or other tenderer:

- (i) to treat such information in confidence;
- (ii) not to communicate such information except to persons within their organisation and to such extent as may be necessary for the purpose of preparing a response to an invitation to tender issued by the Council; and
- (iii) not to use it for any other purpose.

2.3 From the date of the earliest event referred to in paragraph Schedule 62.2 of this Schedule 6, the Contractor agrees that it shall not without the prior written consent of the Council, assign any person to the provision of the Services (or the relevant part) which is the subject of a Service Transfer who is not listed in the Contractor's Provisional Staff List and shall not without the prior written consent of the Council (such consent not to be unreasonably withheld or delayed):

- (a) increase the total number of employees listed on the Contractor's Provisional Staff List save for fulfilling assignments and projects previously scheduled and agreed with the Council;
- (b) make, propose or permit any changes to the terms and conditions of employment of any employees listed on the Contractor's Provisional Staff List;
- (c) increase the proportion of working time spent on the Services (or the relevant part) by any of the Contractor's Personnel save for fulfilling assignments and projects previously scheduled and agreed with the Council;
- (d) introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Contractor's Provisional Staff List; and

- (e) replace any of the Contractor's Personnel listed on the Contractor's Provisional Staff List or deploy any other person to perform the Services (or the relevant part) or increase the number of employees or terminate or give notice to terminate the employment or contracts of any persons on the Contractor's Provisional Staff List.

The Contractor will promptly notify the Council or, at the direction of the Council, the Replacement Contractor of any notice to terminate employment received from any persons listed on the Contractor's Provisional Staff List regardless of when such notice takes effect.

2.4 At least 3 months before the expected Service Transfer Date, the Contractor shall provide to the Council or any Replacement Contractor, in respect of each person (subject to compliance with Applicable Data Protection Legislation) on the Contractor's Final Staff List who is a Transferring Employee, their:

- (a) pay slip data for the most recent month;
- (b) cumulative pay for tax and pension purposes;
- (c) cumulative tax paid;
- (d) tax code;
- (e) voluntary deductions from pay; and
- (f) bank or building society account details for payroll purposes.

2.5 In connection with a relevant transfer to which the Employment Regulations apply, the parties agree that:

- (a) the Contractor shall perform and discharge all its obligations in respect of all the Exit Transferring Employees and their representatives for its own account up to and including the Service Transfer Date. The Contractor shall indemnify the Council and any Replacement Contractor in full for and against all claims costs, expenses or liabilities whatsoever and howsoever arising, incurred or suffered by the Council or any Replacement Contractor including without limitation all legal expenses and other professional fees (together with any VAT thereon) in relation to:
 - (i) the Contractor's failure to perform and discharge any such obligation;
 - (ii) any act or omission by the Contractor on or before the Service Transfer Date or any other matter, event or circumstance occurring before the Service Transfer Date;

- (iii) all and any claims in respect of all emoluments and outgoings in relation to the Exit Transferring Employees (including without limitation all wages, bonuses, PAYE, National Insurance contributions, pension contributions and otherwise) payable in respect of any period on or before the Service Transfer Date;
- (iv) any claim arising out of the provision of, or proposal by the Contractor to offer any change to any benefit, term or condition or working condition of any Transferring Employee arising on or before the Service Transfer Date;
- (v) any claim made by or in respect of any person employed or engaged or formerly employed or engaged by the Contractor other than a Transferring Employee for which it is alleged the Council, or any Replacement Contractor may be liable by virtue of this agreement and/or the Employment Regulations;
- (vi) any act or omission of the Contractor in relation to its obligations under regulation 11 of the Employment Regulations, or in respect of an award of compensation under regulation 12 of the Employment Regulations except to the extent that the liability arises from the Council or Replacement Contractor's failure to comply with regulation 11 of the Employment Regulations;
- (vii) any statement communicated to or action done by the Contractor or in respect of, any Transferring Employee on or before the Service Transfer Date regarding the Service Transfer which has not been agreed in advance with the Council in writing.

2.6 The Contractor shall indemnify the Council and any Replacement Contractor in respect of any claims arising from any act or omission of the Contractor in relation to any other Contractor's Personnel who is not a Transferring Employee during any period whether before, on or after the Service Transfer Date.

2.7 The Council shall indemnify the Contractor against all claims arising from the Council's or the Replacement Contractor's failure to perform and discharge any obligation and against any claims in respect of any Exit Transferring Employees arising from or as a result of:

- (a) any act or omission by the Council or the Replacement Contractor relating to a Transferring Employee occurring on or after the Service Transfer Date; and
- (b) all and any claims in respect of all emoluments and outgoings in relation to the Exit Transferring Employees (including without limitation all wages, bonuses, PAYE, National Insurance contributions, pension contribution and otherwise) accrued and payable after the Service Transfer Date.

- 2.8 The parties shall co-operate to ensure that any requirement to inform and consult with the appropriate representatives in relation to any relevant transfer as a consequence of a Service Transfer will be fulfilled. The Contractor agrees that it will consent to, and co-operate with, pre-transfer consultation by any Replacement Contractor under Part IV of TULRCA.
- 2.9 The Council shall assume (or shall procure that the Replacement Contractor shall assume) the outstanding obligations of the Contractor in relation to any Exit Transferring Employees in respect of accrued holiday entitlements and accrued holiday remuneration prior to the Service Transfer Date.
- 2.10 The parties agree that the Contracts (Rights of Third Parties) Act 1999 shall apply to paragraph Schedule 62.2 to paragraph Schedule 62.9 of this Schedule 6 to the extent necessary to ensure that any Replacement Contractor shall have the right to enforce the obligations owed to, and indemnities given to, the Replacement Contractor by the Contractor or the Council to the Contractor under paragraph Schedule 62.2 to paragraph Schedule 62.9 in its own right pursuant to section 1(1) of the Contracts (Rights of Third Parties) Act 1999.
- 2.11 Notwithstanding paragraph Schedule 62.10, it is expressly agreed that the parties may by agreement rescind or vary this Schedule 6 or any term of this Schedule 6 without the consent of any other person who has the right to enforce the terms of this Schedule 6 or the term in question notwithstanding that such rescission or variation may extinguish or alter that person's entitlement under that right.
- 2.12 If, in the event of a Service Transfer to which the Employment Regulations do not apply the following provisions shall apply:
- (a) the Council or the Replacement Contractor can, at its discretion, make to any of the employees listed on the Contractor's Provisional Staff List or any Contractor's Personnel assigned to the Services an offer, in writing, to employ that employee under a new contract of employment to take effect at the earliest reasonable opportunity;
 - (b) when the offer has been made by the Council or Replacement Contractor and accepted by any employee or worker, the Contractor shall permit the employee or worker to leave their employment, as soon as practicable depending on the business needs of the Contractor which could be without the employee or worker having worked his full notice period, if the employee so requests and where operational obligations allow;
 - (c) if the employee does not accept an offer of employment made by the Council or Replacement Contractor, the employee shall remain employed by the Contractor and all claims in relation to the employee shall remain with the Contractor; and

- (d) if the Council or the Replacement Contractor does not make an offer to any employee on the Contractor's Provisional Staff List or any Contractor's Personnel, then that employee and all claims in relation to that employee remains with the Contractor.

3. Employees

Employee name	Benefit

SCHEDULE 7 PENSIONS

1. Interpretation

The following definitions apply in this Schedule 7 only.

Council's Scheme[s]: the pension scheme[s] provided in respect of the Transferring Employees by the Council.

Service Transfer Date: the date on which the Services (or any part of the Services), for whatever reason transfer from the Contractor to the Council or any Replacement Contractor.

2. Pension matters

2.1 The Council confirms that:

- (a) The Council's Scheme[s] [is **OR** are] the only arrangement[s] under which the Council has or may have any obligation (whether or not legally binding) to provide or contribute towards pension, lump-sum, death, ill-health, disability or accident benefits in respect of the Transferring Employees. No proposal or announcement has been made to any of the Transferring Employees as to the introduction, continuance, increase or improvement of, or the payment of a contribution towards, any other pension, lump-sum, death, ill-health, disability or accident benefit.
- (b) All contributions, insurance premiums, tax and expenses due to and in respect of the Council's Scheme[s] have been paid. There are no liabilities outstanding in respect of the Council's Scheme[s] at the date of this agreement. The contributions in respect of the Council's Scheme[s] have been paid at the prescribed rate.
- (c) There are no losses, costs, liabilities, expenses, actions, proceedings, claims and demands outstanding, pending, threatened or anticipated by or in respect of:
 - (i) any persons based directly or indirectly on the decisions in *Beckmann v Dynamco Whicheloe Macfarlane Ltd (Case C-164/00) [2002] ECR I-4893* or *Martin and others v South Bank University (Case C-4/01) [2003] ECR I-12859* or any legislation or judgement subsequently introduced or promulgated directly or indirectly as a result of these decisions; or on the Employment Regulations or the Transfer of Employment (Pension Protection) Regulations 2005 (SI 2005/649); and

- (ii) any failure to provide to (or in respect of) any such persons, after a transfer under the Employment Regulations of any such persons to the Council other than those relating to old age, invalidity and survivors enjoyed by any such persons prior to that transfer under an occupational pension scheme.

2.2 The Council undertakes that:

- (a) It will, with effect from the Service Transfer Date, comply with its obligations under section 258 of the Pensions Act 2004 and the Transfer of Employment (Pension Protection) Regulations (*SI 2005/649*) in respect of the Transferring Employees.

SCHEDULE 8 CHANGE CONTROL PROCEDURE

General Principles

- 1.1 Where the Council or the Contractor sees a need to change this agreement, the Council may at any time request, and the Contractor may at any time recommend, such Change only in accordance with the Change Control Procedure set out in Paragraph 2 of this Schedule Schedule 8.
- 1.2 Until such time as a Change is made in accordance with the Change Control Procedure, the Council and the Contractor shall, unless otherwise agreed in writing, continue to perform this agreement in compliance with its terms before such Change.
- 1.3 Any discussions which may take place between the Council and the Contractor in connection with a request or recommendation before the authorisation of a resultant Change shall be without prejudice to the rights of either party.
- 1.4 Any work undertaken by the Contractor and the Contractor Personnel which has not been authorised in advance by a Change, and which has not been otherwise agreed in accordance with the provisions of this Schedule 8, shall be undertaken entirely at the expense and liability of the Contractor.

Procedure

- 2.1 Discussion between the Council and the Contractor concerning a Change shall result in any one of the following:
 - (a) no further action being taken;
 - (b) a request to change this agreement by the Council;
 - (c) a recommendation to change this agreement by the Contractor.
- 2.2 Where a written request for a Change is received from the Council, the Contractor shall, unless otherwise agreed, submit two copies of a Change Control Note signed by the Contractor to the Council within three weeks of the date of the request.
- 2.3 A recommendation to amend this agreement by the Contractor shall be submitted directly to the Council in the form of two copies of a Change Control Note signed by the Contractor at the time of such recommendation. The Council shall give its response to the Change Control Note within three weeks.
- 2.4 Each Change Control Note shall contain:

- (d) the title of the Change;
- (e) the originator and date of the request or recommendation for the Change;
- (f) the reason for the Change;
- (g) full details of the Change, including any specifications;
- (h) the price, if any, of the Change;
- (i) a timetable for implementation, together with any proposals for acceptance of the Change;
- (j) a schedule of payments if appropriate;
- (k) details of the likely impact, if any, of the Change on other aspects of this agreement including:
 - (i) the timetable for the provision of the Change;
 - (ii) the personnel to be provided;
 - (iii) the Charges;
 - (iv) the Documentation to be provided;
 - (v) the training to be provided;
 - (vi) working arrangements;
 - (vii) other contractual issues;
- (l) the date of expiry of validity of the Change Control Note;
- (m) provision for signature by the Council and the Contractor; and
- (n) if applicable, details of how costs incurred by the parties if the Change subsequently results in the termination of this agreement under 22 [https://uk.practicallaw.thomsonreuters.com/Document/lcf31692fe89111e398db8b09b4f043e0/View/FullText.html?navigationPath=Search/v1/results/navigation/i0a89982900000195b8a31150e57b887c?ppcid=11d574a8dcf4494caf5e0202ab653323&Nav=KNOWHOW_UK&fragmentIdentifier=lcf31692fe89111e398db8b09b4f043e0&parentRank=0&startIndex=1&contextData=%2528sc.Search%2529&transitionType=SearchItem&listSource=Search&listPageSource=b97ab7ba2264c825c3d2abb4c28fd04b&list=KNOWHOW_UK&rank=9&sessionScopelId=418fbc5301bd66323d7b1f4a2dfd87b444276043a2d7dce00d7d392f382fc4bf&ppcid=11d574a8dcf4494caf5e0202ab653323&originationContext=SearchResult&transitionType=SearchItem&contextData=\(sc.Search\)&comp=pluk&navId=FC4DAAC6AC2F5720C98A1D5F82E5109C](https://uk.practicallaw.thomsonreuters.com/Document/lcf31692fe89111e398db8b09b4f043e0/View/FullText.html?navigationPath=Search/v1/results/navigation/i0a89982900000195b8a31150e57b887c?ppcid=11d574a8dcf4494caf5e0202ab653323&Nav=KNOWHOW_UK&fragmentIdentifier=lcf31692fe89111e398db8b09b4f043e0&parentRank=0&startIndex=1&contextData=%2528sc.Search%2529&transitionType=SearchItem&listSource=Search&listPageSource=b97ab7ba2264c825c3d2abb4c28fd04b&list=KNOWHOW_UK&rank=9&sessionScopelId=418fbc5301bd66323d7b1f4a2dfd87b444276043a2d7dce00d7d392f382fc4bf&ppcid=11d574a8dcf4494caf5e0202ab653323&originationContext=SearchResult&transitionType=SearchItem&contextData=(sc.Search)&comp=pluk&navId=FC4DAAC6AC2F5720C98A1D5F82E5109C) will be apportioned.

2.5 For each Change Control Note submitted by the Contractor the Council shall, within the period of the validity of the Change Control Note:

- (o) allocate a sequential number to the Change Control Note; and
- (p) evaluate the Change Control Note and, as appropriate:
- (q) request further information;
- (r) accept the Change Control Note by arranging for two copies of the Change Control Note to be signed by or on behalf of the Council and return one of the copies to the Contractor; or
- (s) notify the Contractor of the rejection of the Change Control Note.

2.6 A Change Control Note signed by the Council and by the Contractor shall constitute an amendment to this agreement.

SCHEDULE 9 MOBILISATION AND IMPLEMENTATION PLAN

Service Provision and Mobilisation

Provisional Mobilisation Plan for Contract Commencement on 5 January 2026

Following the contract award notification (anticipated to be mid-December 2025) and confirmation after the ten-day standstill period has concluded we will implement our detailed mobilisation plan and processes. The Gantt Chart attached below sets out clear and actionable steps and task dependencies, whilst serving during the mobilisation period as a project tool to communicate tasks, action owners and identify risks, ensuring that we are ready to commence the contract by 5 January 2026.

FOREMOST Tree Surgeons LTD - MOBILISATION PLAN						
Week Commencing						
Task	Status	09/12/2025	15/12/2025	22/12/2025	29/12/2025	05/01/2026
Contract Mobilisation						
Contract Award						
Call off Period						
Mobilisation Period						
Arrange Initial Meeting with Client Officers						
Review admin support at head office to determine if additional resource is required						
Contract Begins						
Data & Technology						
Review computer hardware office and teams to establish what new items are required. Procure if requires						
Contact Tree Software management company and arrange licences						
Agree User Roles with the Council						
Liaise with Council to agree format for data transfer / system access						
System setup - including test environment						
Procurement of Equipment						
Purchase Arboricultural Equipment/ small tools / PPE For TUPE Staff						
Tupe						
Review and confirm TUPE mobilisation plan						
Agree transfer date for incumbent team						
1st TUPE transfer letters sent out to all team members detailing invite to welcome meeting.						
1st One-to-one TUPE consultation meetings						
2nd Tupe transfer letters sent to all team members detailing content of 1st One to one consultation, answering any outstanding queries, confirming change measures discussed						
2nd One to one consultation meetings held						
3rd Tupe transfer letters issued detailing content of 2nd meetings and agreed actions/changes						
3rd One to one consultation meetings held (If required)						
Receive all requested employee personnel files and applicable policies from Incumbent Supplier						

Strategic Meeting with Stakeholders

One of the first steps will be to arrange a strategic meeting with the Authorised Representatives (AR) and key stakeholders involved in the project. This meeting will serve multiple purposes:

Establish lines of communication, meeting frequencies and expectations both during the mobilisation period and once the contract is live

Agree any TUPE arrangements including receipt of the Employment Liability Information, the steps for the TUPE process we will undertake are set out within our detailed mobilisation plan.

Agree data required from Council including date and format to be received, together with the ongoing process for sharing of data and the frequency in which this will be done
Clarify roles and responsibilities, including escalation paths and 'out of hours' processes, risk management and health & safety arrangements

Align the contract goals and expectations, including KPIs and reporting matrix

Confirm software requirements, licensing and integration to ensure the contract runs smoothly efficiently

SCHEDULE 10 BUSINESS CONTINUITY AND DISASTER RECOVERY PLAN

Foremost Tree Surgeons Limited



**BUSINESS CONTINUITY
PLAN/POLICY**

December 2025



INDEX

Page No.

1.0	Introduction	3
2.0	Policy	3
3.0	Premises	4
4.0	Information Security	6
5.0	Personnel	6
6.0	Suppliers and Sub-contractors	7
7.0	Compliance with Statutory and Regulatory Requirements	7
8.0	Action Plan in the event of a significant incident	9

APPENDICES

Contact Lists	Directors	10
	Key Personnel	10
	Regional Offices	11
	Bank	11
	Insurance	11
	Emergency Contacts	11
Contingency Plans	Business Impact Analysis	15
	Key Contact List	23
	Continuity Log	24



1.0 INTRODUCTION

This Business Continuity Plan has been devised to enable Foremost Tree Surgeons Limited to ensure, as far as reasonably practical, the continuity of the business through the identification and management of significant risks, and to continue with minimum disruption in the event of a "major" unplanned incident such as fire, flood, explosion, pandemic, theft, power failure, I.T. or communications failure or other significant event.

2.0 POLICY

The company's policy is to:

- Implement and maintain effective systems in respect to commercial, quality assurance, health & safety and environmental management
- Implement appropriate measures to reduce the likelihood of incidents occurring
- Reduce the potential effects of those incidents
- Provide continuity for critical activities during and following an incident
- Take into account all other activities not initially considered critical
- Take into account the company's resilience to potential threats

In order to ensure the provision of consistent levels of customer service Foremost Tree Surgeons Ltd utilise an integrated database management system, with independent I.T. support to maintain information system reliability and security.

The company's Quality Management system is BS EN ISO 9001 accredited and subject to both internal and external audit to monitor compliance and facilitate continual improvement in the provision of equipment and services. Standard Operating Procedures have been compiled and implemented companywide to ensure consistency in the organisation's procedures and controls.

It is the responsibility of the Managing Director in conjunction with the Operations Director to compile and maintain an Asset Register for both the Head Office and Regional Offices. The Asset Register will be used as a reference for the replacement of critical equipment, and the evaluation of loss in the event of a major incident.

It is the responsibility of the Operations Director to annually carry out an exercise test/programme to evaluate the effectiveness of the Business Continuity Plan and to ensure:

- The planned arrangements are effective in maintaining business continuity
- Data and systems are restored with minimal disruption to the business
- That all critical organisational activities are managed effectively
- Responsibilities of key personnel are clearly defined and understood
- Confidence of management and key personnel is enhanced by the effectiveness of the Business Continuity Plan
- Continual improvement of the plan based on exercise results and experience
- Policies/procedures are held of-site.



It is the responsibility of the Operations Director to review and update this plan at least every 12 months, and a current copy of the plan will be accessible by all staff electronically. All critical staff are to hold a hard copy of this document off-site/at home.

3.0 PREMISES

3.1 Buildings

The company's Head Office is a single storey office and storage unit located at Greenacres Nursery, Aldermaston Road, Tadley, Hampshire, RG26 3AF. A smaller depot is located in Bishops Waltham, Hampshire.

Potential threats to Head Office & Depots are:

- Fire
- Explosion
- Power failure
- Pandemic
- Telecommunications failure

The current Head Office premises are occupied on a lease basis with the shareholders of the company. There are no reasons to believe that the lease will not be renewed when due for renewal.

In the event that temporary/permanent relocation is required the following actions will be taken:

- Transfer Head Offices activities to the Bishops Waltham office
- Obtain short-term alternative premises in the Tadley, Basingstoke area
- Enable key personnel to work from home
- Move regional office to head office

When a regional depot is affected and temporary/permanent relocation is required, similar actions will take place as highlighted above.

3.2 Fire

The company has appointed and trained a Fire Safety Officer (Matthew Miller) responsible for fire prevention and control at Head Office. Responsibility for Regional Office is that of the Depot Manager (Thomas Marks).

With the exception of electrical safety, there are no significant fire risks in administration areas. Small quantities of potentially flammable substances, including pressurised gases, are stored at Tadley externally in a secure compound at the rear of the premises and also a diesel tank at the rear of the workshop.



Fire extinguishers of the correct type are strategically placed on both the ground and first floors, serviced and maintained under contract by approved contractors. Fire extinguishers are also located at regional depots and Managerial staff have received appropriate training.

Emergency Escape routes are clearly signed at all depots including Head Office, and periodic Emergency Evacuation drills are carried out to ensure the building(s) can be evacuated safely by all personnel in the event of fire or other emergency.

Detailed procedures for Fire Prevention and Control are confirmed in the Health and Safety Procedures Manual.

3.3 Flood

There have been no significant incidents of flooding to date. Raised thresholds at both the main and rear entrances at Tadley would prevent ingress of water in the event of minor local flooding. The main premises in Tadley are also located on a site where the risk of flooding is considered to be minimal.

The Bishops Waltham depot is not on a flood plain and is not at risk of major flooding, however some surface water may be present during severe weather.

3.4 Explosion

In addition to external sources, potential explosion threats include small quantities of pressurised gases.

Small quantities of potentially explosive gases are stored externally at Tadley in a secure unit. The gas boilers are subject to annual inspections and maintained by an approved sub-contractor.

3.5 Power failure

The mains power supply within the building is subject to examination and test every five years by a competent electrician.

Detailed procedures for Electrical Safety are confirmed in the Health and Safety Procedures Manual.

Essential computer data is backed up daily remotely; backup data is kept off site and can be readily restored following a significant power failure.

No emergency generators are available at depots however all Managers have laptops/mobile phones or tablets and are able to work from home should a power failure immobilise the depot.



3.6 Building security

Head Office is located off the Aldermaston Road, with a relatively low incidence of crime. Normal office hours are maintained, with little or no requirement for Out-of-hours or weekend working, apart from Arborists and Managers on call-out.

The building is provided with an electronic security system, which includes PIR sensors, and is activated outside normal office hours. Nominated key holders and other designated personnel are approved for access including use of security system codes. It is the responsibility of the last person to leave the building each day to activate the alarm system.

Responsibility for Bishops Waltham Office security is the Contract Managers.

3.7 Pandemic

All employees who are able to, work from home via laptops, remote works stations and mobile/IP landlines.

In the event of a break in or vandalism:

- The security of data is assured (Refer to Section 4.0)
- Potential loss of portable, electrical equipment (including computers) would not pose a significant medium/long-term threat and can be readily replaced
- Consumable stocks held in the warehouse are of limited commercial value and can be readily replaced
- In the event of significant damage or vandalism resulting from a break in rendering Head Office unserviceable, arrangements confirmed in Section 3.1 would apply



4.0 INFORMATION SECURITY & TELECOMMUNICATIONS

The company's server is located in a securely controlled IT Room subject to restricted access.

Accounts data is backed up continually to remote servers stored away from business premises.

SQL and the Exchange server are also backed up hourly to remote servers. That is, any files written in the last hour are backed up to remote servers whereby data can be retrieved.

Individual PC's and laptops are protected by individual user passwords.

Remote access to the server is provided for Directors, Contracts Managers, Regional offices and other designated personnel.

In the event of system failure or need for ongoing support, Foremost Tree Surgeons Ltd retain the services of a sub-contract I.T. support company.

The company maintain a significant number of hard copy files. In the event of fire, or explosion these files can be restored from electronic records.

All key personnel are provided with mobile telephones which would be used in the event of a significant telecommunications failure.

5.0 PERSONNEL

Job descriptions and Standard Operating Procedures have been compiled for all critical functions in Foremost Tree Surgeons Ltd. Potential employees are subject to interview to ascertain the required level of competence and experience. References will be verified if considered appropriate.

It is the responsibility of the Directors/Contracts Manager to ensure that all personnel receive appropriate induction, technical, product, systems and health & safety training.

It is the responsibility of the Directors/Contracts Manager in conjunction with the Logistics Manager to ensure that all employees employed in a security environment are screened in accordance with Police and Local Authority requirements.

In addition to employed Arborists, the company maintain an approved list of suppliers and sub-contractors who can be utilised in the event of a significant labour shortage.

(Refer to BS EN ISO 9001 Procedures – Sub-contractor Approval).

Short-term personnel shortages in administrative and accountancy positions can be accommodated using agency personnel or staff from other depots.



6.0 SUPPLIERS & SUB CONTRACTORS

It is company policy that materials, products and services will only be sourced from suppliers and sub-contractors on the Approved Suppliers List.

Refer to BS EN ISO 9001 Procedures – Sub-contractor Approval.

7.0 COMPLIANCE WITH STATUTORY REQUIREMENTS

7.1 Administration and Finance

It is the responsibility of the Managing Director and the Operations Director to ensure that Foremost Tree Surgeons Ltd comply with all statutory requirements in respect to the administration and financial control of the company.

7.2 Personnel and Human Resources

It is the responsibility of the Operations Director to ensure that Foremost Tree Surgeons Ltd comply with all statutory requirements in respect to the recruitment, employment and dismissal of employees, including the establishment and maintenance of compliant procedures for:

- Grievance
- Disciplinary
- Equal opportunities
- Disability discrimination
- Hours of work
- Holiday entitlement
- Termination of employment
- Redundancy

It is the responsibility of the Contracts Manager in conjunction with the Operations Director to ensure that Arborists are technically qualified regarding industry requirements for the tasks to which they are assigned.

7.3 Health and Safety

It is the responsibility of the Operations Director in conjunction with the HSEQ Manager and the Contract Managers and Fire Safety Officer to ensure that the company comply with the Health and Safety at Work Act and associated Regulations and Codes of Practice applicable to Foremost Tree Surgeons Ltd.



To ensure the effective management of health and safety, the company has implemented a fully documented Health and Safety Management system, which is subject to periodic review and audit (ISO 45001, Policy, Manual and Procedures).

7.4 Environment

Foremost Tree Surgeons Ltd has implemented have a documented Environmental Management system compliant with the requirements of ISO 14001.

It is the responsibility of the Managing Director to ensure that controlled waste (e.g. Refrigerant/Oil/Asbestos/Electrical equipment etc) is identified and handled as appropriate by licensed Trade Waste contractors, including completion of Controlled Waste Transfer Notes as required.

Mike Jefferies

Handwritten signature of Mike Jefferies in black ink.

Director

Matt Warner

Handwritten signature of Matt Warner in black ink.

Director

29th December 2025



8.0 ACTION PLAN IN THE EVENT OF A SIGNIFICANT INCIDENT

The following is a checklist of actions, some of which may not need to take place, depending on the nature of the incident. The order in which actions need to be taken, and those who take them, may be varied according to circumstances.

The overall co-ordinator will be the Managing Director, Operations Director and Office Manager. If a recovery team is needed, the membership will be decided by the Directors. The aim of the Action Plan will be to recover 80% of capability within 5 days.

- The Managing Director to be informed of the nature of the incident immediately by whoever discovers the disruption to the business
- Information gathered about nature and extent of the incident
- Office Manager assisted by Administration staff to inform all staff (Refer to contact details in Appendix)
- Recovery team nominated
- Recovery Team assess damage/loss
- Recovery Team arrange recovery of remaining records and equipment
- Managing Director to advise insurance companies, bank and other interested Third Parties (Refer to contact details in Appendix)
- Contracts Managers to notify customers if appropriate
- Recovery Team to confirm on-going and future action plans
- Purchase, hire and borrow the necessary capital equipment required to establish an acceptable facility at alternative or new premises
- Ensure security of alternative/ new premises
- Enable phones, post and e-mail at alternative/new premises
- Managing Director – Updates Management Team as appropriate
- Contracts Supervisors to update customers as appropriate



APPENDICES

CONTACT DETAILS

Directors			
Name	Position	Telephone Number	Mobile
Mike Jefferies	Managing Director	01256 814 602	07956 612 428
Matt Warner	Operations Director	01256 814 602	07534 142 157

Key Personnel/Recovery Team			
Name	Position	Telephone Number	Mobile
Richard Compton	Contracts Manager	01256 814 602	07950 960 007
Thomas Marks	Contract Manager		07881 368 415

Regional Offices			
Location	Contact	Telephone	Mobile
Bishops Waltham	Contracts Manager		07881 368 415

Bank		
Barclays Bank UK PLC Basingstoke Branch 8 Market Square Basingstoke Hants RG21 7QA	Bank Account: Account No: Sort Code:	Foremost Tree Surgeons Ltd 40663891 20-05-00



Business Continuity Plan/Policy

Insurance Details			
Policy No.	Insurance Cover	Contact	Tel. No.
B105325ARB503479	Public Liability	Daines Kapp	01920 484844
B105325ARB503479	Employers Liability	Daines Kapp	01920 484844
00034235PIC	Professional Indemnity	Daines Kapp	01920 484844

Emergency Supplier Contacts			
Supplier	Scope of Supply	Account Number	Tel. No.
Southern Electric	Electricity		0345 725 2526
Southeast Water	Water		0333 000 0002
Basingstoke Fire Protection	Fire Extinguishers		0800 783 7224
Abattis Security Systems Ltd	Security System		0118 941 9564
Indos	IT Support		01727 866781
Health & Safety Executive	Incident Contact Centre		0345 300 99 23
Environment Agency			0300 065 3000
Camberford Underwriting.	Liability Insurance		01920 484 844
Hiscox	Professional Indemnity Insurance		01920 484 844
Daines Kapp	Fleet Insurance		01920 484 844
British Telecom	Telephone		0800 800 154
EE	Mobile Telephones		07953 966 250



AMENDMENT & REVIEW RECORD

Issue No.	Issue Date	Review and Amendment	Approved
Version 1.0	June 2011	First draft for assessment and comments	TFC
Version 2.0	December 2011	Version amended to incorporate changes	TFC
Version 3.0	June 2012	Reviewed and updated	TFC
Version 4.0	May 2013	Reviewed and updated	TFC
Version 5.0	January 2015	Reviewed and updated	TFC
Version 6.0	November 2015	Reviewed and updated	TFC
Version 7.0	November 2016	Reviewed and updated	TFC
Version 8.0	January 2018	Reviewed and updated	TFC
Version 9.0	Sept 2018	Reviewed and updated	TFC
Version 10.0	Sept 2020	Reviewed and updated	GS
Version 11.0	January 2022	Reviewed and updated	JB
Version 12.0	January 2023	Reviewed and updated	JB
Version 13.0	January 2024	Reviewed and updated	GM
Version 14.0	January 2025	Reviewed and amended Insurance details	GS
Version 15.0	December 2025	Reviewed and amended Bank account details	TP



Business Impact Analysis

Hazard:	Loss of electrical supply
----------------	----------------------------------

List of consequences

Time	Effect on Service:
First 24 hours	<ul style="list-style-type: none"> • Loss of IT • Loss of landlines
24 – 48 hours	
Up to 1 week	
Up to 2 weeks	

Resource Requirements for Recovery:

Time	No. of staff	Relocation?	Resources required	Data required
First 24 hours	1	N	<ul style="list-style-type: none"> • Backup generator 	<ul style="list-style-type: none"> • None
24 – 48 hours				
Up to 1 week				
Up to 2 weeks				



Business Impact Analysis

Hazard:	Loss of telephone network
----------------	----------------------------------

Effect on Service:

Time	Effect on Service:
First 24 hours	<ul style="list-style-type: none"> Limited communication
24 – 48 hours	<ul style="list-style-type: none"> Limited communication
Up to 1 week	<ul style="list-style-type: none"> N/A
Up to 2 weeks	<ul style="list-style-type: none"> N/A

Resource Requirements for Recovery:

Time	No. of staff	Relocation?	Resources required	Data required
First 24 hours	5	N	<ul style="list-style-type: none"> Mobiles on alternative network 	<ul style="list-style-type: none"> Alternative telephone numbers
24 – 48 hours	5	N	<ul style="list-style-type: none"> Mobiles on alternative network 	<ul style="list-style-type: none"> Alternative telephone numbers
Up to 1 week	N/A			
Up to 2 weeks	N/A			



Business Impact Analysis

Hazard:	Fire
----------------	-------------

Effect on Service:

Time	Effect on Service:
First 24 hours	<ul style="list-style-type: none"> • Loss of office facilities • Loss of workshop • Loss of recycling facility
24 – 48 hours	<ul style="list-style-type: none"> • Loss of office facilities • Loss of workshop • Loss of recycling facility
Up to 1 week	<ul style="list-style-type: none"> • Loss of office facilities • Loss of workshop • Loss of recycling facility
Up to 2 weeks	<ul style="list-style-type: none"> • Loss of office facilities • Loss of workshop

Resource Requirements for Recovery:

Time	No. of staff	Relocation?	Resource required	Data required
First 24 hours	10	N	<ul style="list-style-type: none"> • Workshop staff to organise move to backup facility. • Outsource transit maint. • IT to create setup server at other depot • Admin staff transfer to other depot/work from home 	<ul style="list-style-type: none"> • N/A
24 – 48 hours	10	N	<ul style="list-style-type: none"> • Transfer heavy vehicle maintenance to Stormont • Outsource transit maint. 	<ul style="list-style-type: none"> • N/A



Business Continuity Plan/Policy

			<ul style="list-style-type: none"> • IT to create setup server at other depot • Admin staff transfer to other depot/work from home 	
Up to 1 week	5	Y	<ul style="list-style-type: none"> • Setup temporary accommodation 	<ul style="list-style-type: none"> • N/A
Up to 2 weeks			<ul style="list-style-type: none"> • Move staff back to temporary accommodation 	<ul style="list-style-type: none"> • N/A



Business Impact Analysis

Hazard:	Pandemic
----------------	-----------------

Effect on Service:

Time	Effect on Service:
First 24 hours	<ul style="list-style-type: none"> Loss of office facilities Loss of workshop
24 – 48 hours	<ul style="list-style-type: none"> Loss of office facilities Loss of workshop
Up to 1 week	<ul style="list-style-type: none"> Loss of office facilities Loss of workshop
Up to 2 weeks	<ul style="list-style-type: none"> Loss of office facilities Loss of workshop

Resource Requirements for Recovery:

Time	No. of staff	Relocation?	Resources required	Data required
First 24 hours	12	N	<ul style="list-style-type: none"> Office staff to work from home Outsource vehicle repairs to remote operators 	<ul style="list-style-type: none"> N/A
24 – 48 hours	10	N	<ul style="list-style-type: none"> Office staff to work from home Outsource vehicle repairs to remote operators 	<ul style="list-style-type: none"> N/A
Up to 1 week	5	Y	<ul style="list-style-type: none"> Office staff to work from home Outsource vehicle repairs to remote operators 	<ul style="list-style-type: none"> N/A
After 2 weeks			<ul style="list-style-type: none"> Move staff back to office where required. 	<ul style="list-style-type: none"> N/A



Hazard Analysis Table

Risk Matrix Score

A = HIGH Likelihood and HIGH Impact

B = LOW Likelihood and HIGH Impact

C = HIGH Likelihood and LOW Impact

D = LOW Likelihood and LOW Impact

Hazard	Impact	Mitigation in Place	Mitigation possible	Risk Matrix Score
Flooding	<ul style="list-style-type: none"> • Offices • Vehicles • Plant • Access 	<ul style="list-style-type: none"> • 2 storeys • Slope • Slope • Multi 	<ul style="list-style-type: none"> • N/A 	D
IT Failure	<ul style="list-style-type: none"> • Works orders • Payroll • E-mails • Customer Contact 	<ul style="list-style-type: none"> • Back-ups • Back-ups • Remote pick up • Mobile phone 	<ul style="list-style-type: none"> • Operate from other sites 	B
Loss of electricity	<ul style="list-style-type: none"> • Loss of IT • • • 	<ul style="list-style-type: none"> • Emergency generator on site • 	<ul style="list-style-type: none"> • N/A 	D
Fire	<ul style="list-style-type: none"> • Loss of premises • Staff unable to work 	<ul style="list-style-type: none"> • Operate from other sites 	<ul style="list-style-type: none"> • N/A 	B
Pandemic	<ul style="list-style-type: none"> • Offices • Arborists • Workshop 	<ul style="list-style-type: none"> • Sanitising • Socially distanced • Remote working 	<ul style="list-style-type: none"> • N/A 	B



Critical Function Priority List

Priority	Critical Function
1	Emergency call out cover
2	Routine maintenance
3	Tree planting
4	Stump grinding
5	Surveying
6	Administration functions

This list can be used during an emergency to assist your decision making when compiling an Action Plan as to which function needs to be reinstated first.



Activation Checklist
For use during an emergency

- Start a log of actions taken:
- Liaise with Emergency Services:
- Identify any damage:
- Identify Functions disrupted:
- Convene your Response / Recovery Team:
- Provide information to staff:
- Decide on course of action:
- Communicate decisions to staff and business partners:
- Provide public information to maintain reputation and business:
- Arrange a Debrief:
- Review Business Continuity Plan:



Key Contact Sheet

Contact	Office Number	Useful information
EE	07953 966 250	Mobile/Fixed Phones
Daines Kapp	01920 484844	Insurance Broker
Barclays Bank	03457 345 345	Bankers
Indos Computers	01727 866 781	IT Support



Log Sheet

Date	Time	Information /Actions	Initials
20/06/2011	9.00am	Test for fire in stores, checked all extinguishers, operation of fire alarm, evacuation.	TFC
19/12/2011	10.00am	Test for electric failure and IT systems. Backup kept off site, retrieved for restore operation. All ok.	TFC
06/06/2012	3.15 pm	Test for explosion in workshop, trained first aiders available. Evacuation procedure carried out.	GS
14/01/2013	11.15am	Test for fire within recycling area, Fire Marshalls available, area cordoned off, all systems ok.	RR
21/02/2014	8.15am	Test for fire in vehicle within compound. Fire drill, Marshalls available, areas cordoned off. All systems ok.	RR
17/12/2014	5.00 pm	Test of computer systems. Backups available and stored off-site retrieved. All systems ok.	TFC
02/10/2015	10.35am	Test of power failure, backup generator kicking in to provide sufficient power for operations. All ok.	TFC
12/09/2016	9.35am	Test for major Hydraulic leak spill. Check on training and ability to contain spill.	TFC
23/11/2016	11.30am	Test of power failure, generator run for 2 hours. All systems ok.	TFC
12/9/2017	8.45am	Test for small fire in workshop. Fire evacuation drill. All systems ok.	TFC



Business Continuity Plan/Policy

Date	Time	Information /Actions	Initials
23/5/18	9.58AM	Test of large spill in Tadley yard. Spill procedures enacted.	TFC
4/09/18	8.30AM	Test of power failure, generator run for 30 minutes. All systems ok.	TFC
12/9/19	2.30PM	Test for electric failure and IT systems. Backup kept off site, retrieved for restore operation. All ok.	TFC
22/9/20	11.00AM	Test of socially distanced workstations, hand sanitising	GS
12/11/21	09:30	Test IT Systems including onsite tablets	GS
27/2/2024	09:50	Test for cyber-attack and data encryption. The encrypted data will be deleted from the server and replaced by the backed-up data.	GS
18/2/25	All day	Backup Generator used as Southern Electricity carried out planned works require power supply to be switch off	GS

EXECUTED by the parties hereto the day and year first before written

**THE COMMON SEAL OF
BASINGSTOKE AND DEANE
BOROUGH COUNCIL**

was hereunto affixed and this document thereby executed as a Deed in the presence of:



Sealed By: Basingstoke and Deane Borough Council
Sealed Time: 1/5/2026 10:39:35 AM GMT

Signed by:
Maria Bundy
.....
F0316875E5F6442.....
Authorised Signatory

seal number.....

**SIGNED AS A DEED BY
FOREMOST TREE SURGEONS
LIMITED** acting by two directors
whose signatures are here subscribed:

....Michael William Jefferies.....
Director name

DocuSigned by:
Michael Jefferies
.....
9578AD8838AC4FB.....
Director signature

....Matthew David Warner
Director name

Signed by:
Matthew Warner
.....
E93D3EE39ED84F4.....
Director signature