

APPENDIX 1

ORDER FORM

Dynamic Purchasing System

Date of Order	As ABW Purchase Order date	Order Reference Number	Only valid with an official ABW Purchase Order Number to which this is attached
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FROM

Customer	BRISTOL CITY COUNCIL
Address	PO BOX 3176, Bristol, BS3 9FS
Invoice Address	Send to invoices@bristol.gov.uk stating Purchase Order number, any invoices without a valid BCC Purchase Order number will be rejected. State Site name (if applicable) and details of works, goods or services being claimed
Contract Manager	Name : Mike Lawlor Address: Bristol City Council, Parks and Green Spaces Service, Play and Landscapes Team, Bower Ashton Depot, Bristol BS3 2JT Phone: 07901 330232 e-mail: mike.lawlor@bristol.gov.uk

TO

Provider:	KOMPAN Ltd
Address:	Serenity House Shirwell Crescent Furzton Lake Milton Keynes MK4 1GA United Kingdom
Contract Manager	Name: Stephen Woodd Address: Serenity House, Shirwell Crescent, Furzton Lake, Milton Keynes MK4 1GA, United Kingdom Phone: 07764 365666 e-mail: stewoo@kompan.com

TERM
1.1 Effective Date/Commencement Date 1.1.1 This Contract shall commence on 9 March 2026
1.2 Expiry Date 1.2.1 This Contract shall expire on: 31 March 2026 1.2.1.1 unless extended at the Council's sole discretion 1.2.1.2 Completion in accordance with the terms of the Contract, of the Goods, Services and/or Works specified in this Appendix 1 whichever is the earlier, unless terminated earlier pursuant to this Contract.

GOODS, SERVICES AND/OR WORKS REQUIREMENTS
2.1 Contract Goods, Services or Works Required The Contract Goods, Services or Works required are as set out in the Specification attached at Appendix 1

PERFORMANCE OF THE CONTRACT SERVICES AND DELIVERABLES
3.1 Implementation Plan and Milestones (including dates for completion) The Council requires an implementation plan to be either (a) submitted with the Providers bid submission; or (b) submitted within 14 days of the commencement of the contract. Such milestones/key performance indicators below shall be applicable in addition to any milestones/key performance indicators mutually agreed between the parties and set out in the implementation plan. Once agreed the Implementation Plan will form part of the contractual documents and failure to meet the milestones/key performance indicators by the stipulated dates may be enforced as a

breach of contract.

TIME IS OF THE ESSENCE FOR DELIVERY OF THE MILESTONES/KEY PERFORMANCE INDICATORS.

(i) The Implementation Plan as at the Effective Date is set out below:

Milestone	Deliverables (Bulleted list showing all Deliverables (and associated tasks) required for each Milestone)	Duration (Working Days)	Milestone Date	Customer Responsibilities (if applicable)
*Provide an Implementation Plan	Parties to agree a mutually acceptable Implementation Plan that must include:- *Particular milestones * Deadlines for completing the milestones	*14	*If not submitted with bid within 14 days of contract commencement	To mutually agree the Implementation Plan with the Supplier
*Various	<i>Any other milestones or Key Performance indicators as set out in the Implementation Plan extra lines as required]</i>		As indicated in the Implementation Plan	
Liquidated Damages	These shall be at a rate of £500 per week from the Expiry Date shown above until the actual date of completion of the works unless an amended Expiry Date is agreed in which case such liquidated damages shall be due from that date. The maximum amount of Liquidated damages shall be £8,500			

(ii) If so required by the Customer, the Provider shall produce a further version of the Implementation Plan (based on the above plan) in such further detail as the Customer may reasonably require. The Provider shall ensure that each version of the Implementation Plan is subject to approval. The Provider shall ensure that the Implementation Plan is maintained and updated on a regular basis as may be necessary to reflect the then current state of the implementation of the Services.

(iii) The Customer shall have the right to require the Provider to include any reasonable changes or provisions in each version of the Implementation Plan.

- (iv) The Provider shall perform its obligations so as to achieve each Milestone by the Milestone Date.
- (v) Changes to the Milestones shall only be made in accordance with the variation procedure and provided that the Provider shall not attempt to postpone any of the Milestones using the variation procedure or otherwise (except in the event of a Customer default which affects the Provider’s ability to achieve a Milestone by the relevant Milestone Date).

3.2 Performance Monitoring
 Performance will be monitored by the milestones/key performance indicators set out in
 (a) The Specification*
 (b) the Implementation Plan*; or
 (c) Point 3.1 above or any combination of the above*.
[Insert any additional details of how the Customer will monitor the Provider’s performance].
**Delete if not appropriate*

CALL-OFF TERMS AND CONDITIONS

4.1 The Terms and Conditions that apply to this order are set out in PART 3 [Category 3 Play Installations and Repair] of Schedule 7 of the Dynamic Purchasing System agreement between the Council and the Provider.

SPECIAL TERMS AND CONDITIONS: Please insert any special conditions to the Contract

5.1 DEADLINES TIME IS OF THE ESSENCE: Time is of the essence please insert the date when the Goods, Services and/or Works should be provided.
These works should be completed and invoiced by 31 March 2026 AT THE LATEST

5.2 KEY PERFORMANCE INDICATORS: (Please indicate all KPI’s linked to compliance of funding terms and conditions (Delete if not applicable)

5.3 PROVISION OF MANAGEMENT, MONITORING AND REPORTING INFORMATION: (Please indicate the documentation required from the Provider including invoicing provisions to enable compliance with grant funding terms and conditions) (Delete if not applicable)

CONFIDENTIAL INFORMATION

6.1 The following information shall be deemed Commercially Sensitive Information or Confidential Information:

Individual Schedule of Rate items.

6.2 Duration that the information shall be deemed Commercially Sensitive Information or Confidential Information

Duration of the DPS Term + 2 years thereafter considered out of date and no longer commercial sensitive.

Appendix 2:

CHARGES FOR GOODS, SERVICES AND/OR WORKS

AS DETAILED IN THE ATTACHED PRICING SCHEDULE

Contract Charges / Daily Rates / Schedule of Rates/ Fixed Fees

Charging mechanism, price, and Day rates	As detailed in the Pricing Schedule submitted by the Provider in support of their bid.
Invoicing arrangements	50% on delivery of play equipment, 50% on inspection, full completion and handover including submission of the Post Installation Inspection report, handover documentation and maintenance manuals, and formal handover meeting completion forms
Performance-related payment	N/A
Travel and Subsistence	Included within bid price

CHARGES IN RESPECT OF GOODS, SERVICES AND/ORWORKS

AS DETAILED IN THE ATTACHED SCHEDULE OF RATES/PRICED SPECIFICATION

Appendix 3: (Variations and/or supplements to the Call-Off Terms)

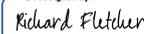
[CONSIDER WITH YOUR LEGAL DEPARTMENT WHETHER OR NOT ANY OF THE CALL-OFF TERMS AND CONDITIONS NEED TO BE AMENDED].

BY SIGNING AND RETURNING THIS ORDER FORM THE PROVIDER AGREES to enter a legally binding contract with the Council to provide to the Council the Goods, Services and/or Works specified in this Order Form (together with where completed and applicable, the Call-Off order (additional requirements) set out in this Order Form) incorporating the rights and obligations in the Call-Off Terms and Conditions set out in the DPS Agreement entered into by the Provider and Council on 24th March 2023.

For and on behalf of the Provider:

Name and Title	Adam Marshall Operations Director
Signature	 <small>Signed by: CE71F0B360EE4BB...</small>
Date	19 January 2026

For and on behalf of the Council:

Name and Title	Richard Fletcher Head of Parks and Green Spaces
Signature	 <small>DocuSigned by: 646204432458467</small>
Date	14 January 2026

**APPENDIX 2
VARIATION FORM**

CALL-OFF TERMS AND CONDITIONS FOR GOODS, SERVICES AND/OR WORKS (IF APPLICABLE)

No of Order Form being varied:

Variation Form No:

BETWEEN:

Bristol City Council ("**the Council**")

and

[] ("**the Provider**")

1. The Order is varied as follows; [list details of the Variation]
2. Words and expressions in this Variation shall have the meanings given to them in the Contract.
3. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Authorised to sign for and on behalf of the Council

Signature

Date

Name in Capitals

Address

Authorised to sign for and on behalf of the Provider

Signature

Date

Name in Capitals

Address

APPENDIX 3 – DATA PROCESSING

Contract Number: DN789473

Contract Description: Outdoor Gym - Blaise Castle

Contractor: KOMPAN Ltd

1. The Provider shall comply with any further written instructions from the Council with respect to processing.
2. Any such further instructions shall be incorporated into this Schedule.

Description	Details
Subject matter of the processing	<i>[Please detail the subject matter of processing. This should be a high level, short description of what the processing is about. Please delete and replace this text as required]</i>
Duration of the processing	<i>[Please detail how long the processing will be carried out. Clearly set out the duration of the processing including dates. This could be the duration of the contract or a shorter period within the contract duration. Please delete and replace this text as required]</i>
Nature and purposes of the processing	<i>[Please detail the nature and purposes of the processing. Be as specific as possible, but make sure that you cover all intended purposes. The <u>nature of the processing</u> means any operation such as collection, recording, organisation (arranging data), structuring (ordering into specific table or form), storage, adaptation or alteration, retrieval, consultation (giving or receiving advice after viewing the data), use (engaging with data in any way), disclosure by transmission (sending the data to others), dissemination or otherwise making available (making public or sharing more widely), alignment or combination (comparing or combining it with other data), restriction (limiting BCC from accessing the data), erasure or destruction of data (whether or not by automated means) etc. The <u>purpose of processing</u> might include: employment processing, statutory obligation, recruitment assessment etc. Please delete and replace this text as necessary]</i>
Type of personal data	<i>[Please list the types of personal data that will be provided to the processor. Examples include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc. Where this is existing data it should already be detailed in your Record of Processing Activity (ROPA) and can be simply copied and pasted. Please delete and replace this text as necessary]</i>
Categories of Data Subject	<i>[Please list the categories of data subject contained within the personal data. Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, Contractors, patients, students / pupils, members of the public, users of a particular website etc. Where this is existing data it should already be detailed in your Record of Processing Activity (ROPA) and can be simply copied and pasted. Please delete and replace this text]</i>

<p>Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data</p>	<p><i>[Describe how long the data will be retained for and how it will be returned or destroyed at the end of the contract. Refer to the current version of BCC retention schedule available on the Source to help determine whether data needs to be destroyed or transferred to the Authority. An example of possible options is set out below. Please delete or change the options as needed]</i></p> <p>At the end of the contract period, all data processed (be it hard copy or electronic data) under this contract must be either</p> <ul style="list-style-type: none"> • Transferred securely to the Authority (Electronic Data must be transferred in an encrypted format using a secure communication method such as SFTP (Secure File Transfer Protocol) using TLS (Transport Layer Security), other data such as paper records should be kept secure in transit, tracked during transit and delivered to the correct individual so special or recorded delivery should be used where appropriate). <p>and/or</p> <ul style="list-style-type: none"> • Destroyed in accordance with BS EN 15713:2009 standards and following NCSC (National Cyber Security Centre - NCSC.gov.uk) recommended guidance. <p>Prior to the end of the contract period, the Contractor will contact the contract manager for further instructions on how to appropriately, transfer data to the Authority and/or securely destroy.</p>
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~~APPENDIX 4 – TUPE~~

~~1. Interpretation~~

~~1.1 In this Appendix 3 and elsewhere in the Agreement the following definitions and rules of interpretation shall apply:~~

~~Effective Date: the date(s) on which the Services (or any part of the Services), transfer from the Third Party Employer to the Provider, and a reference to the Effective Date shall be deemed to be the date on which the employees in question transferred or will transfer to the Provider.~~

~~Employee Liability Information: the information that a transferor is obliged to notify to a transferee under regulation 11(2) of TUPE.~~

~~Relevant Employees: those employees whose contracts of employment transfer with effect from the Service Transfer Date to the Council or a Replacement Provider by virtue of the application of TUPE.~~

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

~~Replacement Services: any services that are fundamentally the same as 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 Provider.~~

~~Replacement Provider: any third party supplier of Replacement Services appointed by the Council from time to time.~~

~~Service Transfer Date: the date on which the Services (or any part of the Services), transfer from the Provider to the Council or any Replacement Provider.~~

~~Staffing Information: in relation to all persons detailed on the Provider's Provisional Staff List, in an anonymised format, such information as the Council may reasonably request including the Employee Liability Information and details of whether the personnel are employees, workers, self-employed, contractors or consultants, agency workers or otherwise, and the amount of time spent on the provision of the Services.~~

~~Provider's Final Staff List: the list of all the Provider'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.~~

~~Provider's Provisional Staff List: the list prepared and updated by the Provider of all the Provider'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 the preparation of the list.~~

~~Third Party Employees: employees of the Third Party Employer whose contracts of employment transfer with effect from the Effective Date to the Provider by virtue of the application of TUPE.~~

~~Third Party Employer: the provider engaged by the Council to provide the Services to the Council before the Effective Date and whose employees will transfer to the Provider on the Effective Date.~~

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

~~2. Transfer of employees to the Provider on the effective date~~

- ~~2.1 The Council and the Provider agree that where the identity of the provider of any of the Services changes, this shall constitute a Relevant Transfer and the contracts of employment of any Third Party Employees shall transfer to the Provider. The Provider shall comply with their obligations under TUPE. The Relevant Transfer shall occur on the Effective Date.~~
- ~~2.2 The Provider shall be liable for and indemnify and keep indemnified the Council against any Employment Liabilities arising from or as a consequence of:~~
- ~~(a) any proposed changes to terms and conditions of employment the Provider may consider making on or after the Effective Date;~~
 - ~~(b) any of the employees informing the Third Party Employer they object to being employed by the Provider; and~~
 - ~~(c) any change in identity of the Third Party Employees' employer as a result of the operation of TUPE or as a result of any proposed measures the Provider may consider taking on or after the Effective Date.~~
- ~~2.3 The Provider shall be liable for and indemnify and keep indemnified the Council and the Third Party Employer against any failure to meet all remuneration, benefits, entitlements and outgoings for the Third Party Employees, and any other person who is or will be employed or engaged by the Provider in connection with the provision of the Services, including without limitation, all wages, holiday pay, bonuses, commissions, payments of PAYE, National Insurance contributions, pension contributions, termination costs and otherwise from and including the Effective Date.~~
- ~~2.4 The Provider shall immediately on request by the Third Party Employer provide details of any measures that the Provider envisages it will take in relation to any Third Party Employees, including any proposed changes to terms and conditions of employment. If there are no measures, the Provider will give confirmation of that fact, and shall indemnify the Council, any relevant Council and the Third Party Employer against all Employment Liabilities resulting from any failure by it to comply with this obligation.~~

~~3. Employment exit provisions~~

- ~~3.1 This Agreement envisages that subsequent to its commencement, 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 (Subsequent Transfer). If a Subsequent Transfer is a Relevant Transfer then the Council or Replacement Provider as applicable will inherit liabilities in respect of the Relevant Employees with effect from the relevant Service Transfer Date.~~
- ~~3.2 The Provider shall on receiving notice of termination of this Agreement or otherwise, on request from the Council and at such times as required by TUPE, provide in respect of any person engaged or employed by the Provider in the provision of the Services, the Provider's Provisional Staff List and the Staffing Information together with any additional information required by the~~

Council, including information as to the application of TUPE to the employees. The Provider shall notify the Council of any material changes to this information as and when they occur.

- ~~3.3 At least 28 days prior to the Service Transfer Date, the Provider shall prepare and provide to the Council and/or, at the direction of the Council, to the Replacement Provider, the Provider's Final Staff List, which shall be complete and accurate in all material respects. The Provider's Final Staff List shall identify which of the Provider's personnel named are Relevant Employees.~~
- ~~3.4 The Council shall be permitted to use and disclose the Provider's Provisional Staff List, the Provider's Final Staff List and the Staffing Information for informing any tenderer or other prospective Replacement Provider for any services that are substantially the same type of services as the Services (or any part of the Services).~~
- ~~3.5 The Provider warrants to the Council and the Replacement Provider that the Provider's Provisional Staff List, the Provider's Final Staff List and the Staffing Information (TUPE Information) will be true and accurate in all material respects and that no persons are employed or engaged in the provision of the Services other than those included on the Provider's Final Staff List.~~
- ~~3.6 The Provider shall ensure at all times that it has the right to provide the TUPE Information under Data Protection Legislation.~~
- ~~3.7 Any change to the TUPE Information which would increase the total employment costs of the staff in the six months prior to termination of this Agreement shall not (so far as reasonably practicable) take place without the Council's prior written consent, unless such changes are required by law. The Provider shall supply to the Council full particulars of such proposed changes and the Council shall be afforded reasonable time to consider them.~~
- ~~3.8 In the six months prior to termination of this Agreement, the Provider shall not materially increase or decrease the total number of staff listed on the Provider's Provisional Staff List, their remuneration, or make any other change in the terms and conditions of those employees without the Council's prior written consent.~~
- ~~3.9 The Provider shall indemnify and keep indemnified in full the Council and each and every Replacement Provider against all Employment Liabilities relating to:~~
- ~~(a) any person who is or has been employed or engaged by the Provider in connection with the provision of any of the Services; or~~
 - ~~(b) any trade union or staff association or employee representative, arising from or connected with any failure by the Provider to comply with any legal obligation, whether under regulation 13 or 14 of TUPE or any award of compensation under regulation 15 of TUPE, under the Acquired Rights Directive or otherwise and, whether any such claim arises or has its origin before or after the Service Transfer Date.~~
- ~~3.10 The parties shall co operate to ensure that any requirement to inform and consult with the employees and or employee representatives in relation to any Relevant Transfer as a consequence of a Subsequent Transfer will be fulfilled.~~
- ~~3.11 The parties agree that the Contracts (Rights of Third Parties) Act 1999 shall apply from paragraph 3.2 to paragraph 3.10, to the extent necessary to ensure that any Replacement Provider shall have the right to enforce the obligations owed to, and indemnities given to, the Replacement~~

~~Provider by the Provider in its own right under section 1(1) of the Contracts (Rights of Third Parties) Act 1999.~~

~~3.12 Despite paragraph 3.11, it is expressly agreed that the parties may by agreement rescind or vary any terms of this Agreement without the consent of any other person who has the right to enforce its terms or the term in question despite that such rescission or variation may extinguish or alter that person's entitlement under that right.~~