



## North Tyneside Council

### **TERMS AND CONDITIONS INCLUDING SPECIFIC CONDITIONS**



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#### **1. CONTRACT PERIOD**

- 1.1 This Contract shall commence on 01/02/2026 until 31/01/2028, with the option to extend for up to a further 1 year periods at the Authority's sole discretion.
- 1.2 If the Authority wishes to exercise the extension option as provided in Condition 2 of the General Conditions of Contract and gives the Contractor not less than 1 months' notice in writing before the expiry of the original Contract Period, the Contract Period shall be so extended by such notice for a further period as specified in such notice and upon the same terms and conditions.

#### **2. INSURANCE**

- 2.1 With respect to the insurance cover required of the Contractor in relation to Condition 18 of the General Conditions, the Contractor shall effect and maintain a minimum limit of indemnity of not less than £10 million for Public Liability and £10 million for Employers Liability.

#### **3. FLUCTUATIONS**

- 3.1 For the initial Contract Period the Prices shall be the fixed prices as set out in the Schedules of Prices attached to the Contract.

- 3.2 For any extension beyond the initial Contract Period the amounts and rates contained in the Schedule of Prices may be reviewed at the request of either party.
- 3.3 No increase/decrease in the Price may be made without the prior written consent of the Authority. The Contractor shall first give the Authority, for their consideration, not less than 28 days written notice of any proposed variation in Price and provide documentary evidence in support of the application.
- 3.4 The Authority will consider adjustments to the Price based on the documentary evidence provided in 3.3. The final decision regarding any adjustment will be the sole responsibility of the Authority.

#### **4. E-PROCUREMENT (ELECTRONIC PROCUREMENT)**

- 4.1 The Authority has the provision of an electronic procurement system, (The System)
- 4.2 It is anticipated that this e-procurement solution shall enable the Authority to carry out the following:
- 4.2.1 The transmission of electronic purchase Orders via Email
  - 4.2.2 The transmission of electronic invoices from Authorities financial element of The System for automatic payment;
  - 4.2.3 The use of the Government's procurement card for low value purchases where it is deemed appropriate.
- 4.3 The Contractor hereby agrees to, upon the Authority's request, utilise the Authority's e-procurement solution during the Contract Period and also agrees to:
- 4.3.1 Complete and return along with the relevant documentation, the New Supplier Form;
  - 4.3.2 Accept and process electronic Orders in response to the transmission of any such electronic Orders issued from The System via email.
  - 4.3.3 Produce and transmit electronic invoices in accordance with the technical specification of the Authority.
  - 4.3.4 Use of the Government's procurement card where it is deemed appropriate by the Authority;

# **ARTICLES OF AGREEMENT**

**Dated this 23<sup>rd</sup> day of January 2026**

**Contract for**

**Between**

**The Council of the Borough of North Tyneside  
and Thirsty Work Limited**

Council of the Borough of North Tyneside  
Quadrant  
The Silverlink North  
Cobalt Business Park  
North Tyneside  
NE27 0BY

**Contract Particulars**

<b>Authority Procurement Reference No.</b>	SPI3040
<b>OPEN Portal Reference Number.</b>	#OPEN20251489
<b>Contractor</b>	Thirsty Work Limited
<b>Contract Date</b>	01/02/2026
<b>Contract Commencement Date (if different from above)</b>	01/02/2026
<b>Expiry Date</b>	31/01/2028
<b>Option to extend</b>	Yes
<b>Extension Period</b>	1 x 12 months
<b>Option Exercise Date</b>	TBC
<b>Authority Officer and person to whom any notice under this Contract should be sent</b>	Joe Wood
<b>Contractor Officer and person to whom any notice under this contract should be sent.</b>	Megan Pavey
<b>Procurement Officer</b>	Bailey Spray

DATE: ~~TBD~~ 23 January 2026

**PARTIES:**

- (1) The Council of the Borough of North Tyneside of Quadrant, Cobalt  
Business Park, Silverlink North, North Tyneside Tyne & Wear NE27 0YB  
**(Authority)**, and
  
- (2) The party details of which are set out in Schedule 1 (**Contractor**).

**Background**

- A.** The Authority has undertaken a procurement exercise in respect of its requirements for the services specified in the Specification.
  
- B.** The Contractor submitted a tender submission and Method Statement to the Authority in respect of the Specification which was successful under the Authority's procurement process, and has been accepted by the Authority. This acceptance was confirmed in writing to the Contractor.
  
- C.** This Contract is the contract contemplated by the Tender Documents to embody the agreed terms relating to the supply of mechanical sweeper machines by the Contractor to the Authority.

**Agreement**

**1. Commencement**

Without prejudice to the terms of the Tender Documents, this Contract shall be effective from the Contract Commencement Date, or, in the case of this Contract being executed by way of deed, upon the date of delivery by the Authority.

**2. Terms and Conditions of Contract**

- 2.1 The documents which form this Contract are those referred to in Schedule 2 ('the Contract Documents'). The terms of the Contract

shall apply to all supply of Goods made under this Contract as if they were set out in full in the main body of this Contract.

- 2.2 Where a conflict arises between the documents forming the Contract Terms, they shall take precedence in the order as listed in Schedule 2.

### **3. Supply**

The Contractor shall supply the Services to the Authority at the times and in the manner stated in accordance with the terms of the Contract Documents.

### **4. Payment**

Subject to the provisions of this Contract the Authority shall pay for the supply of services in the manner stated in the Contract Documents.

**Schedule 1**

**The Contractor**

**Name:** Thirsty Work Limited

**Address:** FRANCIS CLARK LLP NORTH QUAY HOUSE, SUTTON  
HARBOUR, Plymouth, United Kingdom, PL4 0RA

**Company Registration Number:** 07125158

**Address of Registered Office (if different):**

## Schedule 2

### The Contract Terms

The Contract Terms shall comprise the Contract Documents (as defined by the General Conditions for the Supply of Services as set out in full on the OPEN Portal reference: OPEN20251489.

- (a) These Articles of Agreement
- (b) General Conditions for the Supply of Services
- (c) Specification
- (d) Contractors Schedule of Prices
- (e) All other Tender Documents and Schedules to the Contract
- (f) Contractor Proposal.

In the event of and only to the extent of any conflict between the Contract Documents, the conflict shall be resolved in accordance with the above order of precedence.

### **Execution**

**IN WITNESS** whereof the Authority and the Contractor have executed this Contract as confirmation of their agreement to the above the day and year first before written.

**Signed for and on behalf of THE  
COUNCIL OF THE BOROUGH OF  
NORTH TYNESIDE**

Authorised Signatory



Steve Lawson

Local Manager

Agreed by the Parties on the date set out at the head of this Agreement:

**Execution**

**Limited Companies**

There are two execution options for a Limited Company. They are:

(a) Execution by two directors or one director and one secretary.

Executed for and on behalf of Thirsty Work Limited acting by:

Director ..... Director/Secretary .....

(b) Execution by one director witness by an independent witness.

Executed for and on behalf of Thirsty Work Limited acting by:

Director W Vickery (Will Vickery)

In the presence of:

Witness Signature

Megan Pavey

Witness Full Name

Megan Pavey

Witness Address

25-26 Apple Lane, Exeter EX2 5GL

Witness Occupation

People and Communications

*NB: although not specifically required by the Companies Act 2006, there is an inference that the witness should be independent i.e. not another member or person connected with the company, or a member of the individual director's family.*

