

Award Form, Crown Copyright 2025, [Subject to Contract]



## Bedford Borough Council

### Arboricultural Framework – LOT 3

### Contract Award Form

This Award Form creates this Contract. It summarises the main features of the procurement and includes the Buyer and the Supplier's contact details.

1.	<b>Buyer</b>	Bedford Borough Council (the Buyer).  Its offices are on: Borough Hall, Cauldwell Street, Bedford MK42 9AP
2.	<b>Supplier</b>	Name: <b>Gristwood and Toms Ltd</b>  Address: <b>Nursery Court, London Road, Windlesham, Surrey, England, GU20 6LQ</b>  Registration number: <b>02665293</b>
3.	<b>Contract</b>	This Contract between the Buyer and the Supplier is for the supply of Deliverables, being Arboricultural Services- see Schedule 2 ( <i>Specification</i> ) for full details.  This opportunity is advertised in this Contract Notice in Find A Tender, reference <b>2025/S 000-062461</b> (FTS Contract Notice).
4.	<b>Contract reference</b>	<b>BBC EN 03993</b>
5.	<b>Buyer Cause</b>	Any material breach of the obligations of the Buyer or any other default, act, omission, negligence or statement of the Buyer, of its employees, servants, agents in connection with or

Award Form, Crown Copyright 2025, [Subject to Contract]

		in relation to the subject-matter of this Contract and in respect of which the Buyer is liable to the Supplier.
6.	<b>Collaborative working principles</b>	The Collaborative Working Principles do not apply to this Contract. See Clause 3.1.3 for further details.
7.	<b>Financial Transparency Objectives</b>	The Financial Transparency Objectives do not apply to this Contract. See Clause 6.3 for further details.
8.	<b>Start Date</b>	12 <sup>th</sup> March 2026
9.	<b>Expiry Date</b>	11 <sup>th</sup> March 2030
10.	<b>Extension Period</b>	Further period up to <b>12 months</b> Extension exercised where the Buyer gives the Supplier no less than 1 Months written notice before this Contract expires.
11.	<b>Ending this Contract without a reason</b>	The Buyer shall be able to terminate this Contract in accordance with Clause 14.3. Provided that the amount of notice that the Buyer shall give to terminate in Clause 14.3 shall be <b>1 month</b> .
12.	<b>Incorporated Terms</b>  (together these documents form the " <b>this Contract</b> ")	The following documents are incorporated into this Contract. Where numbers are missing we are not using these Schedules. If there is any conflict, the following order of precedence applies:  (a) This Award Form  (b) Any Special Terms (see <b>Section 14 (Special Terms)</b> in this Award Form)  (c) Core Terms  (d) Schedule 6 ( <i>Intellectual Property Rights</i> )  (e) Schedule 1 ( <i>Definitions</i> )  (f) Schedule 20 ( <i>Processing Data</i> )

Award Form, Crown Copyright 2025, [Subject to Contract]

		<p>(g) The following Schedules (in equal order of precedence):</p> <ul style="list-style-type: none"> <li>(i) Schedule 2 (<i>Specification</i>)</li> <li>(ii) Schedule 3 (<i>Charges</i>)</li> <li>(iii) Schedule 5 (<i>Commercially Sensitive Information</i>)</li> <li>(iv) Schedule 10 (<i>Performance Levels</i>)</li> <li>(v) Schedule 11 (<i>Continuous Improvement</i>)</li> <li>(vi) Schedule 13 (<i>Contract Management</i>)</li> <li>(vii) Schedule 14 (<i>Business Continuity and Disaster Recovery</i>)</li> <li>(viii) Schedule 21 (<i>Variation Form</i>)</li> <li>(ix) Schedule 22 (<i>Insurance Requirements</i>)</li> <li>(x) Schedule 24 (<i>Financial Difficulties</i>)</li> <li>(xi) Schedule 25 (<i>Rectification Plan</i>)</li> <li>(xii) Schedule 26 (<i>Sustainability</i>)</li> <li>(xiii) Schedule 27 (<i>Key Subcontractors</i>)</li> <li>(xiv) Schedule 29 (<i>Key Supplier Staff</i>)</li> <li>(xv) Schedule 4 (<i>Tender</i>), unless any part of the Tender offers a better commercial position for the Buyer (as decided by the Buyer, in its absolute discretion), in which case that part of the Tender will take precedence over the documents above.</li> </ul> <div style="text-align: center;">               Gristwood and Toms LOT 3 Schedules.zip         </div>
13.	<b>Special Terms</b>	<p>Not Used</p>

Award Form, Crown Copyright 2025, [Subject to Contract]

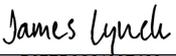
14.	<b>Buyer's Environmental Policy</b>	<b>Not Used</b>
15.	<b>Social Value Commitment</b>	The Supplier agrees, in providing the Deliverables and performing its obligations under this Contract, to deliver the Social Value outcomes in Schedule 4 ( <i>Tender</i> ) and report on the Social Value KPIs as required by Schedule 10 ( <i>Performance Levels</i> ).
16.	<b>Buyer's Security Requirements</b>	Not Used
17.	<b>Goods</b>	<b>NA</b>
18.	<b>Charges</b>	Indexation requirements detailed in specification
19.	<b>Estimated Year 1 Charges</b>	£135,670.95
20.	<b>Reimbursable expenses</b>	<b>NA</b>
21.	<b>Payment method</b>	<b>The payment method for this Call-Off Contract is BACS and 30 day invoicing terms</b>
22.	<b>Key Performance Indicators</b>	As per Appendix 12
23.	<b>Liability</b>	In accordance with Clause 15.1 each Party's total aggregate liability in each Contract Year under this Contract (whether in tort, contract or otherwise) is no more than [the greater of <b>£[5 million]</b> or <b>[150]</b> % of the Estimated Yearly Charges]  In accordance with Clause 15.6, the Supplier's total aggregate liability in each Contract Year under Clause 18.6.4 is no more than the Data Protection Liability Cap, being <b>£10 million</b>
24.	<b>Progress Meetings and Progress Reports</b>	The Supplier shall attend Progress Meetings with the Buyer – Frequency to be determined

Award Form, Crown Copyright 2025, [Subject to Contract]

		The Supplier shall provide the Buyer with Progress Reports as per KPIs (Appendix 12)
25.	<b>Guarantor</b>	Not applicable
26.	<b>Virtual Library</b>	NA
27.	<b>Supplier's Contract Manager</b>	Paul Travess job title: Contract Manager [Redacted] [Redacted]
28.	<b>Supplier Authorised Representative</b>	Mark Lovejoy job tile: General Manager [Redacted] [Redacted]
29.	<b>Supplier Compliance Officer</b>	Mark Lovejoy job tile: General Manager [Redacted] [Redacted]
30.	<b>Supplier Data Protection Officer</b>	Brad Cole job title: Chief Data and Technology Officer [Redacted] [Redacted]
31.	<b>Supplier Marketing Contact</b>	NA

Award Form, Crown Copyright 2025, [Subject to Contract]

32.	<b>Key Subcontractors</b>	<b>NA</b>
33.	<b>Buyer Authorised Representative</b>	<b>James Lynch Team Leader Open Spaces</b> 

For and on behalf of the Buyer:		For and on behalf of the Buyer	
Signature:	<small>DocuSigned by:</small>  <small>D37ED6C2192E468...</small>	Signature:	<small>Signed by:</small>  <small>C3235FB7B6E3441...</small>
Name:	James Lynch	Name:	Matthew Chudley
Role:	Team Leader	Role:	Head of Public Realm, Waste and Resources
Date:	2/6/2026	Date:	2/9/2026

For and on behalf of the Supplier:	
Signature:	<small>Signed by:</small>  <small>A02126F6A39B44C...</small>
Name:	Andrew Brightman
Role:	Managing Director
Date:	2/6/2026

Award Form, Crown Copyright 2025, [Subject to Contract]

## **Framework scope**

This multi-supplier framework agreement covers the supply and delivery of various types of Arboricultural requirements.

The requirement is divided into LOTS by service type as follows:

- Lot 1 - Emergency Out of Hours Service
- Lot 2 - General Tree Maintenance Service
- Lot 3 - Tree Planting & establishment

## **Who can use this Framework?**

The framework is available for use by Bedford Borough Council only.

## **Procurements**

This framework is compliant with UK procurement legislation - there's no need to run a full procurement process as Suppliers listed on the framework were assessed during the procurement process for their financial stability, track record, experience and technical & professional ability. Pre-agreed terms & conditions and specifications underpin all orders placed.

Against all LOTS, service users can access the framework by either making direct call offs with their allocated supplier(s), or if they wish they may conduct quick, simple, further competitions.

When direct awarding, the Authority will offer the works to the 1<sup>st</sup> ranked supplier for that LOT in the first instance. If that supplier is unable to support then they will go on to the next ranked supplier and so on.

Award Form, Crown Copyright 2025, [Subject to Contract]

**LOT Matrix**

Awarded Suppliers, their positions and the LOTs they are allocated to are displayed below:

	Lot 1	Lot 2	Lot 3
Suppliers	Emergency Out of Hours Service	General Tree Maintenance Service	Tree Planting & establishment
Eden Tree Specialists		1st ✓	
Glendale Countryside Ltd	1st ✓	2nd ✓	2nd ✓
Gristwood and Toms Ltd	2nd ✓		1st ✓