

DATED 18/12/2025

(1) BRACKNELL FOREST BOROUGH COUNCIL

AND

(2) OFFSPEND SAS

**CONTRACT FOR PROVISION OF GREENHOUSE GAS EMISSIONS
MEASUREMENT AND ANALYSIS SERVICES**

CONTRACT DETAILS

Commencement Date:	18/12/2025
Expiry Date:	18/12/2026
Council's internal contract reference number:	DN791090
Council:	BRACKNELL FOREST BOROUGH COUNCIL
Council's address:	Time Square, Market Street, Bracknell, RG12 1JD
Council's Representative:	<p>Name: Sebastian Wright Title: Climate Strategy Programme Team Leader Email: sebastian.wright@bracknell-forest.gov.uk Telephone: +44 1344 351164 Postal Address: Time Square, Market Street, Bracknell, RG12 1JD</p>
Contractor:	OFFSPEND SAS (Company number 878 730 647)
Contractor's address:	5 rue Thouin, 75005, Paris
Contractor's VAT number:	FR61878730647
Contractor's Representative:	<p>Name: Juliette Corr Title: Account Executive Email: juliette.corr@greenly.earth Telephone: +44 7401219734 Postal Address: Tallis House, 2 Tallis Street, London, EC4Y 0AB, United Kingdom</p>
Delivery Location:	such location specified by the Council
Delivery Date:	such date specified by the Council in Schedule 1 (Specification)
Contractor's limit of liability to the Council under Clause 15.2.2:	100% of the Total Charges
Council's limit of liability to the Contractor under Clause 15.2.2:	100% of the Total Charges
Insurance required under Clause 16.1	<p>Public liability insurance with a limit of cover of no less than £10,000,000, (ten million pounds) in relation to any claim or connected series of claims;</p> <p>Employers liability insurance with a limit of indemnity of not less than £5,000,000 (five million pounds) in relation to any claim or connected series of claims.</p>

WHEREAS

- (1) This Contract is entered into by the Council and the Contractor to secure the provision of the Deliverables by the Contractor.
- (2) The Council published a contract notice on Central Digital Platform DN791090 on 24/09/2025 inviting submission of tenders from organisations interested in providing the Deliverables.
- (3) The Contractor submitted its tender by the deadline of 10/10/2025 in response to the contract notice.
- (4) On the basis of the Contractor's tender the Council has selected the Contractor to enter into this Contract to provide the Deliverables
- (5) The Parties have agreed for the Contractor to provide Deliverables in accordance with the terms and conditions of this Contract.

This document has been executed under hand and is delivered and takes effect on the date stated at the beginning of it.

Executed for and on behalf of)
BRACKNELL FOREST BOROUGH)
COUNCIL by:)



.....
Signature of authorised officer

KM Gibbs

.....
Print name (ALL CAPITALS)

Executed for and on behalf of **OFFSPEND**)
SAS by:)
)



.....
Signature of director

LAETITIA CARLE

.....
Print name (ALL CAPITALS)

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CONDITIONS

IT IS NOW AGREED AS FOLLOWS

1 INTERPRETATION

1.1 The following expressions have the meanings given:

Administrative Area: means the area of Bracknell Forest Council, as may be varied from time to time pursuant to any boundary or other change;

ADR Notice: has the meaning given to it in Clause 30.3;

Annual Plan: means a plan for the provision of the Deliverables by the Contractor;

Affiliate: means in relation to any person, any holding company or subsidiary of that person or any subsidiary of such holding company, and "holding company" and "subsidiary" shall have the meaning given to them in Section 1159 of the Companies Act 2006 provided that the Council shall not be construed for any purposes as being an Affiliate of the Contractor;

Business Day: a day other than a Saturday, Sunday or public holiday, in England when banks in London are open for business;

CEDR: has the meaning given to it in Clause 30.3;

Charges: the charges payable by the Council for the supply of the Deliverables by the Contractor, as set out in Schedule 2;

Commencement Date: the commencement date of this Contract, as set out in the Contract Details;

Conditions: these terms set out in Clause 1 (Interpretation) to Clause 32 (General) inclusive;

Confidential Information: 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 Contract, including but not limited to any information that would be regarded as confidential by a reasonable business person relating to: (i) the business, affairs, customers, suppliers or plans of the disclosing Party; and (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing Party; any information developed by the Parties in the course of carrying out this Contract; and any information of a commercially sensitive nature relating to the Contractor, its intellectual property rights or its business or which the Contractor has indicated to the Council that, if disclosed by the Council, would cause the Contractor significant commercial disadvantage or material financial loss;

Conflict of Interest: means, in the reasonable opinion of the Council, a conflict between the financial or personal duties of the Contractor or the Employees and the duties owed to the Council under the Contract;

Contract Details: the details set out in the pages preceding this Clause 1;

Contract Period: means subject to Clause 2.2, the period beginning on the Commencement Date ending on the Expiry Date or if earlier the Termination Date;

Contract Standard: the standard to which the Deliverables are to be provided as set out in Clauses 4, 5 and 6 of this Contract;

Contractor IPRs: all Intellectual Property Rights owned by the Contractor necessary or desirable to enable the Council to receive and use the Deliverables;

Contractor Related Party: means:

- (a) an officer, servant or agent of the Contractor, or any Affiliate of the Contractor and any officer, servant or agent of such a person;
- (b) any sub-contractor of the Contractor of any tier and any of their officers, servants or agents; and
- (c) any person on or at any of the Contractor's premises at the express or implied invitation of the Contractor (other than a Council Related Party);

Contractor's Initial Proposals: the Contractor's Initial Proposals set out in Schedule 5 (Contractor's Initial Proposals);

Contractor's Representative: means the Contractor representative as identified in the Contract Details;

Control: shall have the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of Control shall be construed accordingly;

Council Materials: all materials, equipment and tools, drawings, specifications and data supplied by the Council to the Contractor;

Council Policies: the Council's policies and/or guidance for contracts set out or referred to in Schedule 3 (Council Policies), as amended by notification to the Contractor from time to time. Notification may be effected by publication on the Council's website as well as otherwise provided by the Contract;

Council Premises: means a building or location belonging to or leased by the Council and to which the Contractor may require access in the provision of the Deliverables;

Council Related Party: means any officer, agent, employee of the Council acting in the course of his office or employment including any sub-contractors supplied by the Council in relation to the Deliverables;

Council's Representative: means the Council representative as identified in the Contract Details;

Default Notice: has the meaning given to it in Clause 20.3.1;

Deliverables: Deliverables means all and any of the Goods and Services to be provided to the Council under this Contract and where the context requires each of them;

Deliverables Commencement Date: means 04/09/2025 or an alternative date as specified by the Council;

Delivery Date: the date for delivery of any Goods, as set out in the Contract Details;

Delivery Location: the address for delivery of any Goods, as set out in the Contract Details;

Dispute Resolution Procedure: the procedure described in Clause 30;

Duty to Notify: has the meaning given to it in Clause 31.1;

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

Employees: means all persons engaged appointed, employed or deployed by the Contractor or any sub-contractor in the provision of the Deliverables including without limitation the Contractor's partners, directors, employees, personnel, and staff and shall include the Contractor's agents and authorised sub-contractors and their Employees and "Employee" means any one of the Employees;

Environmental Policy: means the Council's environmental policy and/or guidance set out or referred to in Schedule 3 (Council Policies), as amended by notification to the Contractor from time to time;

Expiry Date: the expiry date of this Contract, as set out in the Contract Details and shall include any extension pursuant to Clause 2.2;

Fellow Contractor: means any other contractor or consultant engaged by the Council to provide works or services on behalf of the Council;

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;

Goods: any goods to be provided by the Contractor pursuant to the Contract, as described in the Specification;

Group: in relation to a company, that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company, and in relation to the Council, any person, company, partnership, firm, association and/or other body with whom the Council is associated or has a relationship, financial or otherwise;

Health and Safety Legislation: means the Food Safety Act 1990 (and associated regulations), the Health & Safety at Work etc Act 1974 (and associated regulations), the Fire Precautions Act 1971, the Environmental Protection Act 1990, the Water Industry Act 1991, the Water Resources Act 1991, the Management of Health and Safety at Work Regulations 1999; the Construction (Design and Management) Regulations 2007; the Food and Environment Protection Act 1985; the Electricity at Work Regulations 1989; the Workplace (Health, Safety and Welfare) Regulations 1992 and any similar or analogous health, safety or environmental legislation in force from time to time and approved Codes of Practice and Guidance Notes issued by the Health and Safety Executive;

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks 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, rights to use, and protect the confidentiality of, Confidential Information (including know-how and trade secrets) 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;

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 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
- (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;
- (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 that other party (being a company, limited liability partnership or partnership);
- (d) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Contractor (being a company or limited liability partnership or partnership);
- (e) the holder of a qualifying floating charge over the assets of the Contractor (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver; a person becomes entitled to appoint a receiver over the assets of the Contractor or a receiver is appointed over the assets of the Contractor;
- (f) the Contractor (being an individual) is the subject of a bankruptcy petition or order;
- (g) a creditor or encumbrancer of the Contractor attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within fourteen (14) days;
- (h) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the

events mentioned in (a) to (g) (inclusive);

Key Performance Indicators or KPIs: means the key performance indicators, if any, as set out in Schedule 6 (Key Performance Indicators) against which the Contractor's performance is measured;

Laws: means all relevant Acts of Parliament and statutory regulations, instruments or orders, guidance, codes of practice, by-laws and directives, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Contractor is bound to comply which may be in force during the Contract Period as enacted, amended or interpreted from time to time;

Modern Slavery Legislation: means all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force, including (but not limited to) the Modern Slavery Act 2015 (as amended from time to time);

MSA Offence: means any activity, conduct, or practice constituting an offence under Modern Slavery Legislation, including without limitation under sections 1, 2, and 4 of the Modern Slavery Act 2015 (as amended);

New Contractor: has the meaning given to it in Clause 23.1;

Parent Company Guarantee: means the guarantee provided to the Council by the parent company of the Contractor in the form set out in Schedule 9 (Form of Parent Company Guarantee);

Party: the Council or the Contractor as the context dictates, and **Parties** means both;

Performance Default: means:

- (a) any negligent act or omission; and/or
- (b) any breach of contract; and/or
- (c) any failure by the Contractor properly to perform any of the obligations, terms and clauses of the Contract including (without limitation) any failure to provide the Deliverables to the Contract Standard;

Prescribed Rate: means two per cent (2%) above the base rate from time to time of Lloyds Bank Plc;

Prevent Duty: has the meaning given to it in Clause 29.1;

Procurement Challenge: has the meaning given to it in Clause 21.3.1;

Records: means comprehensive and up to date records of the Contractor's performance of this Contract and shall include, without prejudice to the generality of the foregoing, details of any relevant matters in relation thereto and any non-compliance with the terms of this Contract and any matters relating to the suitability of personnel, safeguarding and the like;

Relevant Staff: means all key staff who are employed or engaged in the provision of the Deliverables including the Contractor's Representative;

Relief Event: has the meaning given to it in Clause 20.2;

Representative: the Council's representative or the Contractor's representative as the context dictates, details of which are set out in the Contract Details;

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

Safeguarding Requirements: means the Council's safeguarding requirements, as set out in the Specification and notified to the Contractor from time to time;

Services: any services to be provided by the Contractor pursuant to this Contract, as described in the Specification;

Specification: the specification set out in Schedule 1;

Total Charges: all sums paid by the Council and all sums payable under this Contract in respect of Deliverables actually supplied by the Contractor, whether or not invoiced to the Council;

Termination: termination or expiry of this Contract in accordance with its terms, in common law or in statute;

Termination Date: the date of early termination of this Contract in accordance with its term; and

VAT: has the meaning given to it in Clause 12.4;

- 1.2 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time. A reference to a statute or statutory provision includes any subordinate legislation made from time to time under that statute or statutory provision.
- 1.3 Any words following the terms **including**, **include**, **in particular**, **for example** 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.
- 1.4 A reference to **writing** or **written** includes email but does not include fax.
- 1.5 The Parties acknowledge and agree that this Contract is intended to benefit all of the Parties equally and have had the opportunity to take legal advice. Accordingly, the rule of construction known as "contra proferentem" shall not apply.
- 1.6 References to Clauses and Schedules are to the Clauses and Schedules of this Contract and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.7 The Schedules form part of this Contract and have effect as if set out in full in the body of this Contract.

2 COMMENCEMENT AND CONTRACT PERIOD

- 2.1 This Contract shall commence on the Commencement Date and shall continue, unless terminated earlier in accordance with its terms or extended in accordance with Clause 2.2 until the end of the Contract Period, when it shall terminate automatically without notice.
- 2.2 The Council shall be entitled at its absolute discretion to extend the Contract Period by two years up to two times. In the event (and on each occasion) that the Council decides to so extend the Contract Period it shall serve written notice on the Contractor not less than [one (1) month]¹ prior to the expiry of the Contract Period (or if applicable the Contract Period as extended). In such circumstances the definition of the Contract Period shall be deemed amended accordingly (as shall the "**Expiry Date**") and the Contractor shall continue to provide the Deliverables at the Charges prevailing on the date of the extension.²

3 ORDER OF PRECEDENCE

- 3.1 If there is any conflict or ambiguity between the terms of this Contract then a term contained in a document higher in the following list shall have priority over one contained in a document lower in the list.
 - 3.1.1 Schedule 6 (Clarifications);
 - 3.1.2 the Contract Details;
 - 3.1.3 the Conditions;
 - 3.1.4 Schedule 1 (Specification);
 - 3.1.5 the remaining Schedules other than Schedule 5 (Contractor's Initial Proposals); and
 - 3.1.6 Schedule 5 (Contractor's Initial Proposals).

¹ Consider if this timeframe needs to be adjusted / extended to reflect a reasonable notice period specific to the services.

² Include this paragraph and fill in the required information if the extension provision is relevant. If not, ensure references to clause 2.2 are removed throughout the Contract including at the definition of "Expiry Date".

4 CONTRACTOR'S GENERAL OBLIGATIONS

4.1 The Contractor shall:

- 4.1.1 ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract;
- 4.1.2 co-operate with the Council in all matters relating to the Contract, and comply with all instructions of the Council and the Council's Representative;
- 4.1.3 appoint or, at the request of the Council, replace without delay a manager, who shall have authority to contractually bind the Contractor on all matters relating to the Deliverables. The first manager shall be the Contractor's Representative;
- 4.1.4 only use personnel who are suitably qualified, skilled and experienced to perform the tasks assigned to them, and in sufficient number to ensure that the Contractor's obligations are fulfilled;
- 4.1.5 comply with:
 - (a) all applicable Laws from time to time in force; and
 - (b) not to do anything to cause the Council to breach the Council Policies;
- 4.1.6 observe and comply with all health and safety and environmental rules and guidance and any other reasonable security requirements that apply at any of the Council's premises from time to time and are notified to the Contractor;
- 4.1.7 hold all Council Materials in safe custody at its own risk, maintain the Council Materials in good condition until returned to the Council, and not dispose of or use the Council Materials other than in accordance with the Council's written instructions or authorisation;
- 4.1.8 not do or omit to do anything which may cause the Council to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business;
- 4.1.9 not engage in any conduct or activity that would constitute an offence under the Bribery Act 2010 nor receive or agree to receive from any person, or offer or agree to give to any person, or procure for any person any gift or consideration of any kind as an inducement or reward for doing or not doing anything, or for showing favour or disfavour to any person in relation to this Contract, or any other contract with the Council;
- 4.1.10 notify the Council in writing immediately upon the occurrence of a change of Control of the Contractor; and
- 4.1.11 ensure that Employees associated with the supply of the Deliverables comply in all respects with this Clause 4.

5 SUPPLY OF SERVICES

- 5.1 The Contractor shall supply the Services to the Council in accordance with this Contract for the Contract Period.
- 5.2 In performing the Services the Contractor shall meet, and shall use all reasonable endeavours to comply with, any performance dates specified in the Specification.
- 5.3 In supplying the Services, the Contractor shall:
 - 5.3.1 perform the Services with the skill and care to be expected of a conscientious contractor well versed in the best practice in the provision of services of a like nature;
 - 5.3.2 ensure that the Services conform in all respects with the description set out in the Specification and are fit for any purpose that the Council expressly or impliedly makes known to the Contractor;

- 5.3.3 provide all equipment, tools, vehicles and other items required to provide the Services; and
- 5.3.4 ensure that all goods, materials, standards and techniques used in providing the Services are of the best quality and are free from defects in workmanship, installation and design.

5.4 The Contractor's provision of the Services shall also be measured against the obligations, targets, benchmarks and standards (if any) set out in Schedule 6 (Key Performance Indicators).

6 COUNCIL'S OBLIGATIONS

6.1 The Council shall:

- 6.1.1 provide such access to the Council's premises and such office accommodation and other facilities as may reasonably be requested by the Contractor and agreed with the Council in writing in advance, strictly as may be necessary for the purposes of providing the Deliverables; and
- 6.1.2 provide such necessary information for the provision of the Deliverables as the Contractor may reasonably request.

7 MOBILISATION

7.1 Mobilisation shall mean the period from the Commencement Date to the Deliverables Commencement Date during which the Contractor shall work with the Council, any Existing Contractor, Fellow Contractors and other contractors in respect of the mobilisation activities, including without limitation and at its own expense:

- 7.1.1 arrange and attend as many meetings with the Council and any Existing Contractor and/or Fellow Contractors as are reasonably necessary for the successful handover of the Deliverables. Such meetings shall include as applicable senior representatives of the Contractor (including the Contractor's Representative), any of the Contractor's sub-contractors in so far as the same will be directly providing any Deliverables, representatives of the Council (including the Council's Representative), representatives of any former contractors (if applicable) and any Fellow Contractors (as applicable);
- 7.1.2 preparing and agreeing with the Council an Annual Plan for the first Contract year;
- 7.1.3 make all necessary provisions required relating to vehicles, equipment, labour, sub-contracts, supplies and materials in order to provide the Deliverables from the Deliverables Commencement Date;
- 7.1.4 prepare and agree a branding for the Deliverables including without limitation for vehicles and any signage with the Council. All such branding to be in accordance with the Council's branding guidelines;
- 7.1.5 become familiar with all interfaces and boundaries within the Administrative Area;
- 7.1.6 appraise itself of all information made available to the Contractor regarding the deliverables previously provided by the Council and/or as applicable its previous contractor so that at the Deliverables Commencement Date the Contractor is able to commence all of its duties under the Contract;
- 7.1.7 review the results of any surveys, assessments or other investigations made available to the Contractor relevant to the discharge by the Contractor of its duties previously carried out by others;
- 7.1.8 liaise as appropriate with the Council, any other relevant organisation to ensure smooth transitional arrangements;
- 7.1.9 liaise with the Council and any Existing Contractor regarding transitional arrangements;

- 7.1.10 fully instructing the Contractor's staff so that they are fully aware of the Deliverables, the Key Performance Indicators and management arrangements;
- 7.1.11 in the event that they have not already been provided to the Council, provide the Council with:
 - (a) the Parent Company Guarantee, if applicable, in the agreed form; and
 - (b) details of the identities, positions and responsibilities and contact details of all Relevant Staff.
- 7.1.12 work with the Council, any Existing Contractor and any other Fellow Contractors to deliver the Deliverables such that the end user experience is a seamless and smooth transition between contractors and which transition is, as far as possible, invisible to the end users except in respect of the ways in which it is improved;
- 7.1.13 undertake any necessary fine tuning of method statements and submit to the Council for approval.

8 CHARGES AND PAYMENT

- 8.1 In consideration for the provision of the Deliverables in accordance with the requirements of the Contract, the Council shall pay the Contractor the Charges in accordance with this Clause 12 and Schedule 2 (Charges).
- 8.2 The Charges are inclusive of the costs of packaging, insurance and carriage of the Goods and all other costs whatsoever.
- 8.3 No other fees, charges, costs or the like shall be payable unless agreed in writing and signed by the Council.
- 8.4 All amounts payable by the Council exclude amounts in respect of value added tax ("VAT") which the Council shall additionally be liable to pay to the Contractor at the prevailing rate (if applicable), subject to receipt of a valid VAT invoice.
- 8.5 The Contractor shall submit invoices for the Charges plus VAT if applicable to the Council annually. An invoice covering the entirety of the annual Deliverables specified in the Contract will be issued at the date of signature of the Contract. Each invoice shall include all supporting information reasonably required by the Council and may be submitted electronically as provided for by Section 67(2) of the Procurement Act 2023.
- 8.6 The Council shall pay each undisputed invoice which is properly due and submitted to it by the Contractor within thirty (30) days of receipt, to a bank account nominated in writing by the Contractor. The Contractor will notify the Council in writing not less than ten (10) Business Days before any change to such nominated bank account.³
- 8.7 The Council may at any time, without notice to the Contractor, set off any liability of the Contractor to the Council against any liability of the Council to the Contractor, under the Contract. Any exercise by the Council of its rights under this Clause shall not limit or affect any other rights or remedies available to it under this Contract or otherwise.

9 INTELLECTUAL PROPERTY

- 9.1 All Intellectual Property Rights created by the Contractor or its personnel in the course of providing the Deliverables and exclusively for the purpose of providing the Deliverables, which are distinct from and not otherwise necessary for the Contractor's general business or provision of services to other clients, shall vest in the Council on creation.
- 9.2 The Contractor and its licensors shall retain ownership of all Contractor IPRs. The Council and its licensors shall retain ownership of all Intellectual Property Rights in the Council Materials.

³ Note the Council is required under s.69 of the Procurement Act 2023 to publish details of its performance (twice annually) against 30 day payment terms where the Council made payment under a public contract and/or a sum owed by the contracting authority became payable. The Council is also required under s.70 to publish details (quarterly) of payments over £30,000 made under a public contract.

- 9.3 The Contractor grants, only for the Contract Period, the Council, or shall procure the direct grant to the Council of, a fully paid-up, worldwide, non-exclusive, royalty-free, licence to copy and modify the Contractor IPRs for the purpose of receiving and using the Deliverables.
- 9.4 The Council may sub-lodge the licences granted under Clause 13.3.
- 9.5 The Council grants the Contractor a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify the Council Materials for the term of this Contract for the purpose of providing the providing the Deliverables to the Council in accordance with the Contract.

10 INDEMNITY

- 10.1 The Contractor shall indemnify the Council against all liabilities, costs, expenses, damages and losses (and all other professional costs and expenses) suffered or incurred by the Council arising out of or in connection with:
 - 10.1.1 any claim brought against the Council for actual or alleged infringement of a third party's rights (including any Intellectual Property Rights) arising out of, or in connection with, the receipt, use or onward supply of the Deliverables by the Council and its licensees and sub-licensees;
 - 10.1.2 any claim made against the Council by a third party for death or personal injury arising out of or in connection with defects in the Deliverables; and
 - 10.1.3 any claim made against the Council by a third party arising out of or in connection with the supply of the Deliverables, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this Contract by the Contractor and Employees.
- 10.2 Save for Clause 14.1.3, the provisions of this Clause 14 shall apply indefinitely after the expiry or Termination of the Contract.

11 LIMITATION OF LIABILITY

- 11.1 Nothing in this Contract shall limit or exclude:
 - 11.1.1 the Contractor's or the Council's liability for:
 - (a) death or personal injury to any person caused by its negligence or that of any of its employees or agents acting in the course of their employment;
 - (b) fraud or a misrepresentation made fraudulently;
 - (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law;
 - (d) any other liability which cannot be limited or excluded by applicable Law; or
 - (e) repayments by the Contractor to the Council of monies overpaid or owing; or
 - 11.1.2 the Contractor's liability under Clause 14 except as provided for therein.
- 11.2 Subject to Clause 15.1 and Schedule 4 (Data Protection):
 - 11.2.1 (subject to Clause 15.4) neither Party will have any liability 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 the Contract; and
 - 11.2.2 each Party's liability to the other Party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Contract shall be limited to the amount specified in the Contract Details.
- 11.3 No amounts awarded or agreed to be paid under Clause 13 or Schedule 4 (Data Protection) shall count towards the cap on the Contractor's liability under Clause 15.2.2.

11.4 Notwithstanding the provisions of Clause 15.2.1, the losses for which the Contractor assumes responsibility and which shall (subject to Clause 15.2.2) be recoverable by the Council include:

- 11.4.1 sums paid by the Council to the Contractor pursuant to this Contract, in respect of any the Deliverables not provided in accordance with the terms of this Contract;
- 11.4.2 wasted expenditure;
- 11.4.3 additional costs of procuring and implementing replacements for, or alternatives to, the Deliverables, including consultancy costs, additional costs of management time and other personnel costs and costs of equipment and materials;
- 11.4.4 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 subcontractor, Contractor personnel, regulator or customer of the Council) against the Council caused by the act or omission of the Contractor; and
- 11.4.5 anticipated savings.

11.5 Neither Party may benefit from the limitations or exclusions set out in this Clause 15 in respect of any liability arising from its deliberate breach of this Contract.

11.6 The rights of the Council under this Contract are in addition to, and not exclusive of, any rights or remedies provided by common law.

12 INSURANCE

12.1 During the Contract Period and for a period of six years thereafter where required in the Contract Details in respect of professional indemnity insurance only, the Contractor shall maintain in force, with a reputable insurance company, the types of insurance specified in the Contract Details at the levels set out therein to cover the liabilities that may arise under or in connection with the Contract, and shall produce to the Council on request both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

13 ENVIRONMENTAL AND SMOKING POLICY

13.1 When working on Council Premises the Contractor must perform its obligations under the Council's then current Environmental Policy, which the Council shall make available.

13.2 The Contractor must ensure that Employees are aware of the Council's Environmental Policy.

13.3 The Contractor acknowledges the importance of environmentally friendly policies and their implementation and agrees that it shall where it is commercially practicable and appropriate in relation to this Contract, undertake a course of action (if it has not already done so) designed to provide for the following:

- 13.3.1 The introduction, (if it does not already have such) a climate policy compatible with that of the Council;
- 13.3.2 a carbon footprint reduction plan;
- 13.3.3 a waste disposal policy that has recycling as a central theme;
- 13.3.4 procurement of locally sourced products where available;
- 13.3.5 a reduction in unnecessary travel and the use public transport; and
- 13.3.6 the use of electric vehicles as opposed to petrol / diesel powered vehicles.

13.4 The Contractor shall use reasonable endeavours to ensure that its employees, subcontractors and agents and their employees and any other person engaged directly or indirectly by it in the performance of this Contract shall comply with Part 1 of the Health Act 2006 thereby ensuring that premises, places and vehicles which fall within the provisions of the Health Act 2006 are smoke free.

- 13.5 In the event of a contravention of the Health Act 2006 the Contractor shall forthwith remove the person who has caused the contravention by smoking and replace him/her with a replacement person with sufficient education and/or training and experience to fulfil the obligations of the Contractor under the Contract.
- 13.6 For the avoidance of doubt, smoking is not permitted provided that if the employee is less than a minimum of fifteen (15) metres from entrances and exits to council buildings.

14 HEALTH AND SAFETY

- 14.1 The Contractor, in providing the Deliverables, shall ensure that it and all Contractor Related Parties shall:
 - 14.1.1 comply with all applicable Health and Safety Legislation including without limitation compliance with the requirements under the Management of Health and Safety at Work Regulations 1999 to carry out a suitable and sufficient risk assessment;
 - 14.1.2 comply with all applicable health and safety precautions necessary to ensure all safe methods of work in order to protect the health and safety of all Employees, Council Related Parties, and any other persons including (without limitation) members of the public;
 - 14.1.3 comply with its health and safety plan as developed, maintained and updated from time to time;
 - 14.1.4 comply with the Council's health and safety policies as amended and notified to the Contractor from time to time;
 - 14.1.5 be responsible for the suitable and safe use of the equipment used in the provision of the Deliverables; and
 - 14.1.6 comply with all reasonable instructions given to it by the Council and/or the police and/or fire officers concerning matters arising out of or connected to the Deliverables and representing a danger to persons or property.
- 14.2 For the avoidance of doubt the Council shall not be obliged to make and the Contractor shall not be entitled to receive any additional payment by reason of:
 - 14.2.1 any steps which the Council requires the Contractor to take for health or safety reasons (including at the Council's request, the appointment of an independent health and safety adviser to review the Contractor's working procedures); and/or
 - 14.2.2 any part of the Deliverables being omitted because of a stoppage required by the Council due to health or safety reasons.

Reporting

- 14.3 The Contractor shall comply with the requirements of the Specification, (and as otherwise provided in the Contract) in respect of reporting incidents including without limitation:
 - 14.3.1 notify the Council of any relevant new hazard or any relevant special precaution found to be necessary and any actions required to be taken by the Council;
 - 14.3.2 notify the Council promptly of all incidents and accidents relating to the Deliverables reportable under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 together with any serious incidents and accidents involving member of the public or the Council's employees and shall confirm in writing to the Council any action taken by the Contractor or recommended to be taken by the Council to prevent a re-occurrence;
 - 14.3.3 keep a full record of all incidents and accidents relating to the Deliverables which shall be available for inspection by the Council upon reasonable notice;
 - 14.3.4 promptly, upon it becoming aware, provide the Council with full details of any significant unsafe event which is related in any way to the Deliverables.

15 EMPLOYMENT / PENSIONS

15.1 The provisions of Schedule 8 (Employment) shall apply.

16 DEFAULTS AND REMEDIES

Remedies Available to the Contractor

16.1 Interest

In the event that any undisputed invoice correctly rendered by the Contractor remains unpaid by the Council after thirty (30) days the Contractor shall notify the Council in writing giving the Council fifteen (15) further days to pay such an invoice. If the invoice remains unpaid, the Contractor shall be entitled to charge interest from the date on which the fifteen (15) day period expired at the Prescribed Rate. The Parties agree that this Clause constitutes a substantial remedy for the purposes of the Late Payments of Commercial Debts (Interest) Act 1998.

16.2 Relief from Liability

The Contractor shall not be liable to the Council for a Performance Default that is directly caused by a breach of this Contract by the Council or Fellow Contractor (a “**Relief Event**”) provided that the Contractor has notified the Council in writing as soon as it has come to the Contractor’s attention that a Relief Event has or will occur.

Remedies available to the Council:

16.3 Performance Defaults

- 16.3.1 In the event of a Performance Default the Council may issue a notice (a “**Default Notice**”) to the Contractor which shall specify the Performance Default and in the event that such default is in the Council’s opinion capable of remedy may require the Contractor to take steps to remedy the Performance Default and to take steps (which may be specified) to prevent any recurrence of the Performance Default, or similar Performance Defaults at no cost to the Council.
- 16.3.2 The Contractor shall commence the taking of all such specified steps forthwith and any failure to do so and/or compliance with the Default Notice in full will also constitute a Performance Default.

16.4 In the event that one or more of the following occurs:

- 16.4.1 the Contractor fails to remedy a Performance Default in accordance with the Default Notice issued by the Council; or
- 16.4.2 the Performance Default is in relation to a material breach of this Contract; or
- 16.4.3 the Contractor is issued with more than 4 Default Notices (whether or not relating to the same or similar breaches) in any continuous 6 (six) month period and irrespective of whether any or all Performance Defaults specified in any Default Notices have been remedied or specified steps have been undertaken in accordance with such Default Notices;

the Council may give notice to the Contractor that the Council, in its absolute discretion, is exercising one of the following options:

- 16.4.4 without determining this Contract in whole or in part, provide or cause to be provided other than by the Contractor, such part of the Deliverables as the Council may nominate until such time as the Contractor shall have proved to the reasonable satisfaction of the Council that such part of the Deliverables will be carried out by the Contractor to the Contract Standard or at the Council’s option until such later date as the Council may specify as being in its opinion a reasonable date upon which the Contractor will be able to provide such part of the Deliverables; or
- 16.4.5 without determining the whole of this Contract, determine part of this Contract in respect of such part of the Deliverables as the Council may nominate;
- 16.4.6 terminate this Contract in accordance with the provisions of 21 (Termination).

16.5 Other Remedies

16.5.1 In addition to the matters set out above, if the Contractor commits a Performance Default the Council shall be entitled, without prejudice to any of its rights or remedies whether in contract, tort or under statute or otherwise, to take all or any of the following measures:

- (a) withhold any further payments or instalments of the Charges until the Contractor has remedied the Performance Default as stated in the Default Notice;
- (b) deduct from any future payment to the Contractor or from any future instalment of the Charges (or recover as a debt due) any reasonable, justifiable and demonstrable losses, costs and expenses of the Council suffered directly as a result of the Contractor's Performance Default. If there is any dispute between the Council and the Contractor as to the amount of such Deduction, the matter shall be referred to the Dispute Resolution Procedure;
- (c) remedy the Performance Default itself or engage a third party to do so and to recover from the Contractor by way of deduction from the Charges or otherwise the reasonable cost that the Council incurs in so doing (where the Performance Default is capable of remedy).

17 TERMINATION

17.1 Without prejudice to any other rights and remedies it may possess, the Council may terminate this Contract in whole or in part by issuing a notice to that effect in the following circumstances:⁴

- 17.1.1 the Contractor:
 - (a) is in breach of Contract and such breach is not remedied to the reasonable satisfaction of the Council within a reasonable time after notification by the Council (except where the Council is of the opinion, in its sole discretion, that the breach is of such a minor nature and that this Contract should continue); or
 - (b) repeatedly (at least twice) fails to meet the Contract Standard as determined by the Council in its reasonable discretion resulting in the Council being deprived of substantially the whole benefit of any aspect of the Contract; or
- 17.1.2 the Contractor is served with written notice under Clause 20.4; or
- 17.1.3 Employees acting or purporting to act on the Contractor's behalf commits an act which is an offence under the Enterprise Act 2002; or
- 17.1.4 the Contractor ceases, or threatens to cease, to carry on business; or
- 17.1.5 the Contractor or any Employees have acted contrary to law in a matter related to the Contract;
- 17.1.6 the Contractor or any Employees shall have offered, or given, or agreed to give to any person or have solicited or accepted from any person any gift, consideration, inducement or reward of any kind, for doing or not doing any action in relation to this Contract or to any other contract with the Council; or
- 17.1.7 the Contractor or any of its Employees shall have committed any offence under the Bribery Act 2010; or
- 17.1.8 the Contractor or any of its Employees have given any reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972; or
- 17.1.9 the Contractor or any of its Employees have committed an act of fraud; or

⁴ Note the Council is required under s.80 of the Procurement Act 2023 to public a contract termination notice within 30 days of a public contract terminating.

17.1.10 the Contractor misuses or infringes any of the Intellectual Property Rights of the Council or uses the same without the prior written consent of the Council other than in the provision of the Deliverables; or

17.1.11 the discovery of a misrepresentation by the Contractor during the tendering process which induced the Council to enter into the Contract; or

17.1.12 any other breach by the Contractor of any of its obligations under this Contract which, in the reasonable opinion of the Council: (1) constitutes a fundamental breach of this Contract by the Contractor; or (2) is a serious breach that has been repeated or persisted in by the Contractor after receipt by the Contractor of a written warning that the Council may invoke this Clause in respect of the said breach, and after the Contractor has had a reasonable opportunity to prevent such repetition or persistence or

17.1.13 there is a change of control of the Contractor (within the meaning of section 1124 of Corporation Tax Act 2010); or

17.1.14 the Council in its reasonable opinion is of the view that the Contractor has acted contrary to law in a matter related to this Contract or has acted in such a way that being associated with the Contractor will bring the Council into disrepute, including where the Contractor has breached the Safeguarding Requirements; or

17.1.15 there is an Insolvency Event.

17.2 In the event that any of the grounds listed in Section 78 of the Procurement Act 2023 apply to this Contract, or to the Contractor, or sub-contractor, the Council may terminate this Contract by giving seven (7) days' prior written notice to the Contractor of such Termination.

17.3 **Procurement Challenge⁵**

17.3.1 If this Contract or any modification of the same is subject to a legal or procurement challenge of any nature and/or is set aside by a court order or deemed by a court to be in breach of any Laws or regulation (the "**Procurement Challenge**"), then the Parties shall co-operate in good faith to determine how they should manage the best way to mitigate the impact of the Procurement Challenge, which may include varying some or all of this Contract and/or terminating this Contract in whole or in part.

17.3.2 In the event that:

(a) there is a Procurement Challenge of any nature and the Council considers that it is likely that a Court would set aside the Contract, this Contract shall terminate upon the Council notifying the Contractor to that effect; or

(b) this Contract is set aside by a court of competent jurisdiction, bringing this Contract to an end,

the Council shall, without prejudice to any other right or remedy that it may have, pay to the Contractor all sums lawfully due to the Contractor in consideration of its proper provision of the Deliverables up until the date and time of the order setting aside of this Contract or Date of Termination. The Council shall pay such sums within thirty (30) days of its receipt of a valid and properly payable invoice for the same from the Contractor.

17.3.3 Save as set out in Clause 21.3.2, the Council shall have no further liability to the Contractor, including without limitation, in relation to any loss of future profit by the Contractor accruing after the declaration, claims for restitution and/or compensation howsoever arising.

17.3.4 Upon the making of an order setting aside this Contract, this Contract shall terminate and the provisions of Clause 22 (Consequences of Expiry and Termination) and this Clause shall apply.

⁵ Note this Clause 21.3 will only be relevant where this Contract has been procured under the Procurement Act 2023.

17.3.5 The Parties have agreed the inclusion of Clause 21.3.2 in order to regulate their mutual rights and obligations in the event of a procurement challenge and/or an order setting aside this Contract being made. The Parties also agree that the operation of those Conditions shall provide the Contractor with sufficient restitution and compensation.

17.4 The Council shall be entitled to terminate this Contract in whole or in part by giving to the Contractor not less than three months' notice in writing.⁶

17.5 If this Contract is determined in part, the Charges shall be adjusted to reflect fairly the Deliverables which remain and if the Parties are unable to agree such adjustment, the matter shall be referred to the Dispute Resolution Procedure. For the avoidance of doubt the Contractor shall not be entitled to recover through the adjusted Charges any profit that, but for the Termination, would have accrued to the Contractor in respect of the terminated Deliverables.

17.6 The Council's rights under this Clause 21 are in addition and without prejudice to any right that the Council may have against the Contractor for prior breach and to any right the Council may have against the Contractor for the breach, default, negligence or event leading to the Termination.

17.7 The remedies of the Council under this Clause 21 may be exercised successively in respect of any one or more defaults by the Contractor.

18 CONSEQUENCES OF EXPIRY OR TERMINATION

18.1 Termination shall be without prejudice to the rights and remedies of the Contractor and the Council accrued before Termination and nothing in this Contract shall prejudice the right of either Party to recover any amount outstanding as at the Date of Termination.

18.2 Upon the expiry or Termination (for whatever reason) the Contractor shall:

18.2.1 forthwith cease to provide the Deliverables;

18.2.2 cease to make use of the Intellectual Property Rights in any way whatsoever;

18.2.3 be liable immediately to compensate the Council for any loss or damage it has sustained in consequence of any antecedent breaches of this Contract by the Contractor;

18.2.4 where this Contract has been terminated by the Council in accordance with Clause 21.1 or pursuant to any other right to terminate the Council may possess as a result of the Contractor's breach of its obligations under this Contract, fully and promptly indemnify and compensate the Council against all loss and damage suffered by the Council by reason of such Termination and without prejudice to the generality of this Clause shall fully and promptly indemnify and compensate the Council in respect of the cost of causing to be provided such Deliverables as would have been performed by the Contractor during the remainder of the Contract Period to the extent that such cost exceeds sums as would have been lawfully payable to the Contractor for provided such Deliverables (such costs to include but not be limited to all costs of closing out this Contract and entering into new contracts with replacement contractors). The Council shall be at liberty to have such Goods and/or Services provided by any persons (whether or not servants of the Council) as the Council in its entire discretion thinks fit and shall act reasonably but shall be under no obligation to employ the least expensive method of having such Deliverables provided

18.2.5 not be entitled to any further payment under this Contract and the Council shall be entitled to retain any payment which may have fallen due to the Contractor before Termination until the Contractor has paid in full to the Council all sums due under this or any other Contract or to deduct therefrom any sum due from the Contractor to the Council under this or any other Contract;

⁶ Please consider the length of time that may be required for the Council to re-procure the Goods/Services should the Council wish to terminate upon three months' notice in writing

18.2.6 without prejudice to the Council's other rights under these Clauses within ten (10) days of Termination at the Contractor's own cost return to the Council or otherwise dispose of in accordance with the Council's instructions all and any:

- (a) Council Materials and all other documents and other information and materials relating to the Deliverables; and
- (b) other Council property and belonging to the Council which may be in the possession or under the control of the Contractor and/or sub-contractor;

18.2.7 make good to the Council any accounting discrepancy and/or loss or damage attributable to a Performance Default by the Contractor and Employees; and

18.2.8 vacate any Council premises and leave in the same condition as found.

18.3 In the event that the Contractor fails to comply with its obligations in Clause 22.2.6 the Council shall be entitled to:

- 18.3.1 recover possession of the items referred to in each of the said Clause and for this purpose the Contractor hereby grants to the Council and its appointed agents a licence to enter onto any land or premises belonging to or under the control of the Contractor at reasonable times subject to the Contractor's reasonable health, safety and security policies; and
- 18.3.2 recover its reasonable costs incurred in connection with exercising its rights pursuant to Clause 22.3.1, such sum to be recoverable by the Council from the Contractor as a debt.

18.4 Clauses 22.2 and 22.3 together with all other provisions of this Contract which are expressed to survive Termination shall continue in force and effect in accordance with their terms.

18.5 Subject as otherwise provided in this Contract neither Party shall have any further obligation to the other under the Contract.

19 ARRANGEMENTS FOR RE-TENDERING AND HANDOVER ON TERMINATION

19.1 Prior to and at the end of the Contract Period and for a period of three months thereafter if required by the Council, the Contractor shall co-operate with the Council and any replacement contractor nominated by the Council ("**New Contractor**") in ensuring the smooth hand-over and continued running of the Deliverables during such hand-over and in particular, but without limitation, the Contractor shall, to the extent required by the Council:

- 19.1.1 allow the Council and any New Contractor reasonable right of access to the Contractor's and sub-contractor's premises, systems, procedures and Employees, where appropriate; and
- 19.1.2 deliver to the Council upon request all Council Materials and any other information, materials and documents relating to the Deliverables in its possession or under its control or in the possession or under the control of any Sub-contractors and in default of compliance with this provision the Council may recover possession thereof and the Contractor grants a licence to the Council or its appointed agents to enter for the purpose of any such recovery any premises of the Contractor or its sub-contractors where any such documents, information or materials may be held.

19.2 Without prejudice to Clause 21, where this Contract is terminated for a reason set out in Clause 21.1, the Council shall immediately cease to be under any obligation to make further payment to the Contractor until the costs, loss and/or damage to the Council resulting from or arising out of the Termination shall have been calculated. When the total costs, loss and/or damage resulting from or arising out of such Termination as is referred to in Clause 23.2 have been calculated and deducted so far as practicable from any sum or sums which would but for Clause 23.2 have been due to the Contractor, any balance shown as due to the Council shall be recoverable as a debt, or alternatively, the Council shall pay to the Contractor any balance shown as due to the Contractor.

20 FREEDOM OF INFORMATION

- 20.1 The Contractor acknowledges that the Council is subject to the requirements of the FOIA and the EIRs.
- 20.2 Where a Party is subject to the requirements of FOIA and the EIRs (Party A), the other Party (Party B) shall:
 - 20.2.1 provide all necessary assistance and cooperation as reasonably requested by Party A to enable Party A to comply with its obligations under the FOIA and EIRs; and
 - 20.2.2 in respect of any Requests for Information received, not respond to these and transfer these to Party A as soon as practicable and in any event within two (2) Business Days of receipt.
- 20.3 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.
- 20.4 Notwithstanding any other term of this Contract, the Contractor consents to the publication of this Contract in its entirety, subject only to the redaction of information that is exempt from disclosure in accordance with the provisions of the FOIA and EIRs.
- 20.5 The Council is responsible for determining in its absolute discretion whether any information is exempt from disclosure under the FOIA and EIRs.

21 CONFIDENTIALITY

- 21.1 Subject to Clauses 24 and 25.2, each Party shall keep the other Party's Confidential Information confidential and the Confidential Information of any members of that Party's Group confidential and shall not:
 - 21.1.1 use such Confidential Information except for the purpose of performing its rights and obligations under or in connection with this Contract; or
 - 21.1.2 disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this Clause 25.
- 21.2 The obligation to maintain confidentiality of Confidential Information does not apply to any Confidential Information:
 - 21.2.1 which the other Party confirms in writing is not required to be treated as Confidential Information;
 - 21.2.2 which is obtained from a third party who is lawfully authorised to disclose such information without any obligation of confidentiality;
 - 21.2.3 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;
 - 21.2.4 which is in or enters the public domain other than through any disclosure prohibited by this Contract;
 - 21.2.5 which a Party can demonstrate was lawfully in its possession prior to receipt from the other Party; or
 - 21.2.6 which is disclosed by the Council on a confidential basis to any central government or regulatory body.
- 21.3 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 Contract, provided that:
 - 21.3.1 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 Contract; and
 - 21.3.2 at all times, it is liable for the failure of any representatives to comply with the obligations set out in this Clause 25.3.

21.4 The provisions of this Clause 25 shall survive for a period of three years from the expiry of this Contract.

22 DATA PROTECTION

22.1 The provisions of Schedule 4 (Data Protection) shall apply.

23 EQUALITY OF OPPORTUNITY AND HUMAN RIGHTS

23.1 The Contractor shall comply with all applicable Equalities Legislation in its performance of this Contract and shall take all reasonable steps to ensure that all servants, employees, agents and Sub-Contractors of the Contractor engaged in the provision of the Deliverables do not unlawfully discriminate, harass or victimise within the meaning and scope of the Equalities Legislation. This Clause 27.1 shall be without prejudice to the Contractor's general obligation to comply with Legislation.

23.2 The Contractor shall (and shall procure that Employees shall) at all times comply with the provisions of the Human Rights Act 1998 in the performance of this Contract. 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.

24 CONFLICTS OF INTEREST

24.1 The Contractor must take action to ensure that neither the Contractor nor Employees are placed in the position of an actual, potential or perceived Conflict of Interest.

24.2 The Contractor must promptly notify and provide details to the Council if an actual, potential or perceived Conflict of Interest happens or is expected to happen.

24.3 The Council will consider whether there are any appropriate measures that can be put in place to remedy an actual, perceived or potential Conflict of Interest. If, in the reasonable opinion of the Council, such measures do not or will not resolve an actual or potential Conflict of Interest, the Council may terminate this Contract immediately by giving notice in writing to the Contractor and Clauses 21 (Termination) and 22 (Consequences of Expiry or Termination) shall apply.

25 COUNTER-TERRORISM AND SECURITY ACT

25.1 The Contractor is aware of the Council's obligations under the Counter-Terrorism and Security Act 2015 including any guidance, amendments and all subsequent regulations pursuant to this Act and in particular its obligation under section 26 to have due regard to the need to prevent people from being drawn into terrorism in the exercise of its functions (the "**Prevent duty**")

25.2 The Contractor shall co-operate with the Council in ensuring the Council's compliance with its requirements under the Counter-Terrorism and Security Act 2015 and the Prevent duty including to comply, and ensure its agents, subcontractors and personnel comply, with any Counter-Terrorism and Security Act 2015 policy produced by the Council.

26 DISPUTE RESOLUTION PROCEDURE

26.1 If there is a dispute between the Contractor and the Council concerning the interpretation or operation of this Contract it shall be referred to the Contractor's Representative and the Council's Representative for resolution.

26.2 If any dispute is not resolved within twenty-eight (28) days of the referral under Clause 30.1 (or such longer period as the Council and the Contractor may agree), then it shall be referred to a senior officer of the Council and a senior representative of the Contractor for resolution.

26.3 If any dispute is not resolved within twenty-eight (28) days of the referral under Clause 30.2 (or such longer period as the Council and the Contractor may agree), then the Parties shall attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution ("**CEDR**"). To initiate the mediation a Party must give notice in writing (the "**ADR notice**") to the other Party requesting a mediation in accordance with this Clause. If there is

any issue on the conduct of the mediation upon which the Parties cannot agree within ten (10) Business Days after the date of the ADR notice, then CEDR will, at the request of any Party, decide the issue for the Parties having consulted with them.

- 26.4 If the dispute is not resolved within fourteen (14) Business Days of the mediation then the Parties may litigate the matter.
- 26.5 Nothing in this Clause shall prevent the Council from terminating this Contract or exercising any of its other rights.

27 MODERN SLAVERY

- 27.1 The Contractor shall at all times comply (and shall require that each of its Sub-Contractors shall comply) with all Modern Slavery Legislation, including without limitation section 54 of the Modern Slavery Act 2015. The Contractor acknowledges, understands, and accepts that the Council is subject to the requirements of section 52 of the Modern Slavery Act 2015 (the "Duty to Notify") and, where so requested by the Council, shall assist and co-operate with the Council at its own expense in order to enable the Council to comply with its Duty to Notify. The Contractor hereby warrants that, so far as it is aware, no MSA Offence is occurring within its business or that of its Sub-Contractors or in its supply chain.

28 GENERAL

- 28.1 **Force majeure.** Neither Party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract to the extent that such delay or failure results from events, circumstances or causes beyond its reasonable control including an act of god, war, protest, fire, flood, storm, tempest, epidemic, explosion, terrorism, national emergency, or industrial dispute (other than such a dispute affecting the workforce of the Party seeking to rely on this Clause 32.1). In the event that the Council requires the Deliverables urgently and if, in the reasonable opinion of the Council, the event in question affecting the Contractor would cause unacceptable delay, the Council may terminate this Contract immediately. In any event, if the period of delay or non-performance continues for four weeks, the Party not affected may terminate this Contract by giving five days' written notice to the affected Party.
- 28.2 **Subcontracting and assignment.** The Contractor may not assign, novate, subcontract or otherwise dispose of any or all of its rights and obligations under this Contract without the prior written consent of the Council. If the Council consents to any subcontracting by the Contractor, the Contractor shall remain responsible for all acts and omissions of its subcontractors as if they were its own.
- 28.3 **Local authority powers.** Nothing contained or implied in this Contract or any consent or approval granted pursuant to it shall prejudice or affect the rights, powers, duties and obligations of the Council whether before or after execution when acting in the exercise of its functions as the local authority, local planning authority, highway authority, water authority and/or any other statutory authority (rather than as a party to this Contract) and such rights, powers, duties, and obligations under all public and private Laws may be as fully and effectually exercised as if it were not party to this Contract and any approval, consent, direction or authority given by the Council as a local or other statutory authority shall not be or be deemed to be an approval, consent, direction, or authority given under this Contract and vice versa.
- 28.4 **Records.**
 - 28.4.1 The Contractor shall compile and maintain the Records for the duration of this Contract and shall keep them for the periods set out below and shall make them available to the Council upon request (subject to any data protection legislation):
 - (a) Records relating to individuals in respect whom Deliverables have been provided or performed, four (4) years from termination or expiry of this Contract howsoever occasioned; and
 - (b) Records relating to health and safety, seven (7) years for termination or expiry as aforesaid.

28.5 **Publications.** All information published by the Contractor shall conform to the Council's communications policies in force from time to time.

28.6 **Entire agreement.**

28.6.1 This Contract constitutes the entire agreement between the Parties and each Party acknowledges that it has not relied on any previous agreements, statements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

28.6.2 Any terms purported to apply explicitly or implicitly by the Contractor by any means (including without limitation by way of a quote, invoice or proposal) are expressly excluded from this Contract

28.7 **Variation.**⁷ No variation of this Contract shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

28.8 **Waiver.**

28.8.1 A waiver of any right or remedy under this Contract or by Law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.

28.8.2 A failure or delay by a Party to exercise any right or remedy provided under this Contract or by Law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Contract or by Law shall prevent or restrict the further exercise of that or any other right or remedy.

28.9 **Severance.** If any provision or part-provision of this Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted and the Parties will negotiate an alternative provision in good faith in order to validly reflect the intention behind the deleted provision. Any modification to or deletion of a provision or part-provision under this Clause shall not affect the validity and enforceability of the rest of the Contract.

28.10 **Notices.**

28.10.1 Any notice or other communication given to a Party under or in connection with this Contract must be in writing and must be: delivered by hand or by pre-paid signed for 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), or sent by email to the Party's Representative to the email address specified in the Contract Details.

28.10.2 A notice or other communication shall be deemed to have been received:

(a) if delivered by hand, on signature of a delivery receipt; and/or

(b) if sent by pre-paid post or other next working day delivery service, at 9:00 am on the second Business Day after posting or at the time recorded by the delivery service; or, if sent by email, on the next Business Day after transmission.

28.10.3 A copy of any notice sent to the Council shall also be sent to Legal.Services@bracknell-forest.gov.uk.

28.10.4 This Clause 32.10 does not apply to the service of any proceedings or other documents in any legal action.

28.11 **Third party rights.**

⁷ Note the Council is required under s.75 of the Procurement Act 2023 to publish a contract change notice prior to a qualifying modification taking place (copy of modified contract for public contracts over £5m) unless the modification (A) increases/decreases the contract value by 10% or less (services/suppliers) or 15% or less (works) or (B) increases/decreases the term by 10% or less of the maximum term provided for on award. See s.74 and Schedule 8 of the Act for further information regarding permitted contract modifications.

28.11.1 Unless expressly stated otherwise, this Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract but this shall not affect any other right or remedy that exists apart from that Act.

28.11.2 The rights of the Parties to rescind or vary this Contract are not subject to the consent of any other person.

28.12 **Non-solicitation:** Neither Party shall (except with the prior written consent of the other) during the Contract Period solicit the services of any employee of the other Party who has been engaged in the provision of the Deliverables or the management of this Contract or any significant part thereof either as principal, agent, employee, independent contractor or in any other form of employment or engagement other than by means of an open national advertising campaign and not specifically targeted at such employee of the other Party.

28.13 **Publicity:** The Contractor shall not make any press announcements or publicise this Contract or its contents in any way or use the Council's name or brand in any promotion or marketing or announcement of orders without the prior written consent of the Council.

28.14 **Partnership or agency.** Nothing in this Contract shall be construed as constituting a partnership or agency as between the Parties for any purpose whatsoever except as specified by the terms of this Contract.

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

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

Schedule 1 **SPECIFICATION**

KEY NOTE: OPTION 2 WAS SELECTED DURING THE PROCUREMENT PROCESS AND IS THEREFORE THE APPLICABLE OPTION TO BE USED WHEN REVIEWING THIS SPECIFICATION.

GREENHOUSE GAS EMISSIONS MEASUREMENT AND ANALYSIS SERVICES

Background to the need

Bracknell Forest Council are seeking to measure our Scope 3 emissions footprint. These emissions cover all emissions the organisation is indirectly responsible for (aside from those linked to the generation of purchased energy which fall under scope 2). We have made some progress on specific areas of scope 3 emissions, including measuring emissions from our water use and a small number of outsourced services. However, the majority of our scope 3 footprint – which in turn is expected to account for the vast majority of our total emissions – has not been measured.

We have set a goal to commence measurement of these emissions within the 2025/26 financial year in order to gain clarity and offer transparency on the overall extent of our footprint, and to enable longer term planning on how to reduce these emissions.

We expect to be able to measure some elements of our scope 3 footprint in-house but recognise that analysing emissions linked to our purchases would require skills and time beyond that available in the climate change team. We also wish to use this opportunity to assess the potential for technical support to assist with wider emissions data analysis.

Background to the contract requirement

We are seeking technical support with analysis of the emissions footprint associated with our purchases (including of capital items, outsourced services, logistics services and other goods and services).

Additionally, we are seeking offers for technical support with emissions measurement, analysis and reduction planning across scopes 1,2 and 3. With this in mind, we are asking for quotes against one or both of the options below.

Requirement

The core requirement (option 1) is for technical support with the analysis of the emissions footprint associated with our purchases. A further requirement (option 2) is for technical support with emissions footprint measurement, analysis and reduction planning across the board.

Bidders are requested to provide quotes for both option 1 and option 2. Once quotes have been submitted, we will assess which option offers the best balance for us in terms of outcomes and value for money before conducting a scoring exercise on quotes for the chosen option. If a bidder chooses to provide a quote against one option only, that quote will only be assessed if the option in question is selected.

We expect the technical support to take the form of a software package, potentially with associated support from professionals, but are open to other formats. The initial measurement of scope 3 emissions (or wider analysis of emissions) must be completed by 31 March 2026 but we hope to have this done by 30 November 2025 to enable further work on using the data to drive emissions reductions.

This contract will be subject to Bracknell Forest Council's standard terms and conditions for consultancy. As we will need to measure emissions on an ongoing basis, the contract will include provision for two two-year optional extensions for a total maximum term of five years.

Scope of the specification

Option 1:

- Calculation of emissions from all Bracknell Forest Council purchases including capital items, outsourced services and logistics services, based on general ledger data or equivalent, through the allocation of spend-based emissions factors.

Markers of quality (to be reflected in scoring):

- The ability of the tool/solution to accurately match general ledger spending items with appropriate spend-based emissions factors.
- The quality of the emissions factors provided in the tool (for example, the ratio of industry-wide to supplier-specific spend-based emissions factors).
- Presence of an integrated functionality for supplier engagement, such as a form for suppliers, to collect more detailed information such as supplier-specific emissions footprints or spend or proxy-based emissions factors.

Option 2:

- All requirements listed under option 1
- Ability to calculate or aggregate other emissions data, including scope 1 and 2 emissions, emissions from commuting and business travel, home working, downstream leased assets, waste disposal, investments and other sources of scope 3 emissions, to analyse overall footprint.
- Ability to support action planning, including the modelling of different emissions reduction actions to build pathways to net zero.

Markers of quality (to be reflected in scoring):

- The quality of the emissions factors provided in the tool
- The flexibility of the tool/solution and scope to tailor inputs and outputs, for example for methods of emissions measurement or in modelling reduction actions.
- Presence of an integrated functionality for collection of relevant data, such as automated staff survey functionality to assess staff travel and home working emissions or lessee survey functionality to collect scope 3 utilities data.

Common requirements (apply to both options):

Functionality:

- For the emissions calculated, provision of an overall summary, breakdowns by category and item-by-item data, including the ability to filter and search this data
- Ability to export all data from the platform for offline use and transfer
- Ability to amend emissions or emissions factors for specific products on the basis of supplier-specific data
- Ability to update data on a regular basis to calculate an updated footprint

EDI and social value:

- Demonstrable commitment by the supplier to equality, inclusion and wellbeing
- Provision of scope 1, 2 and 3 emissions data linked to the service provided

Support:

- Provision of appropriate support with onboarding and use of the tool/output/service to enable the council to make full use of it and maximise its impact

Data protection and confidentiality:

- Confidentiality of all financial, commercial or otherwise sensitive information shared by the council (or any other party) in connection with the services provided – including general ledger and utilities data
- Strict compliance with the General Data Protection Regulations (GDPR) in processing personal data provided by the council (or any other party) – including any names or other personal data found in the general ledger, and any names, contact details or other personal data provided as part of use of integrated survey functionality

Supporting documentation

Utilities data, general ledger data and other relevant datasets can be provided to a successful bidder to enable emissions measurement.

SCHEDULE 2 CHARGES

(A) Charges		
Year 1	£17,722.50	
Year 2	£17,722.50	
Year 3	£17,722.50	
Year 4	£17,722.50	
Year 5	£17,722.50	
(B) Invoicing Arrangements	Invoicing will be handled through annual billing in advance for the subscription year.	

SCHEDULE 3 COUNCIL POLICIES

The Council Policies are:

- [Procurement policy | Bracknell Forest Council](#)
- [Equality Scheme for web 2022-25](#)
- [Data protection and freedom of information | Bracknell Forest Council](#)
- [Main council privacy notice | Bracknell Forest Council](#)
- [Strategies, plans and policies | Bracknell Forest Council](#)
- [Climate change strategy 2025 to 2030 \(HTML\) | Bracknell Forest Council](#)
- [Digital and ICT strategy 2021 to 2024 | Bracknell Forest Council](#)
- [Customer Experience strategy 2021 to 2024 | Bracknell Forest Council](#)
- [Communications and Marketing Strategy 2024 to 2028 | Bracknell Forest Council](#)
- [Bracknell Forest vision 2050 | Bracknell Forest Council](#)
- [AI Strategy 2024 to 2029 | Bracknell Forest Council](#)
- [AI ethical framework | Bracknell Forest Council](#)

SCHEDULE 4 **DATA PROTECTION**

1 DEFINITIONS

1.1 In this Schedule (and if used in any other part of the Contract) the following phrases have the following meanings, while other terms are defined in Clause 1.1 of this Contract:

Word or Phrase	meaning
Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer, Personal Data Breach, Processing, Special Category of Data, Criminal Offence Data	Have the meanings given in the UK GDPR;
Data Loss Event:	any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Contract, and/or actual or potential loss ("Data Loss") and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;
Data Protection Impact Assessment	means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
Data Protection Legislation	(i) the UK GDPR, and any applicable national implementing Laws as amended from time to time; (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;
Data Subject Request:	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
DPA 2018	the Data Protection Act 2018;
Law:	means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Processor is bound to comply;
Processor Personnel:	means all directors, officers, employees, agents, consultants and contractors of the Processor and/or of any Sub-Processor engaged in the performance of its obligations under this Contract;
Protective Measures:	appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it;
Sub-processor:	any third Party appointed to process Personal Data on behalf of that Processor related to this Contract.

UK GDPR	has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018;
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- 1.2 For the avoidance of doubt, and notwithstanding anything to the contrary contained in this Contract, the provisions of this Schedule 4 (Data Protection) shall survive the expiry or earlier termination of this Contract and continue in full force and with full effect without limit in point of time.
- 1.3 Each Party shall be solely responsible and liable for its own compliance with the Data Protection Legislation. The Processor shall indemnify and keep the Controller indemnified against all liabilities, claims, costs, fines expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by the Controller or for which it may become liable as a result of or in connection with any failure of the Data Processor, its employees, agents, consultants, subcontractors or sub-processors to comply with this Schedule.
- 1.4 Each Party warrants that in carrying out its obligations under this Contract it will not do or omit to do anything that might cause the other Party to be in breach of the Data Protection Legislation.

2 DATA PROTECTION

- 2.1 The Parties acknowledge that for the purposes of the Data Protection Legislation and this Contract, the Council is the Controller and the Contractor is the Processor. The only processing that the Processor is authorised to do is listed in Annex 1 by the Controller and may not be determined by the Processor.
- 2.2 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.
- 2.3 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, include:
 - 2.3.1 a systematic description of the envisaged processing operations and the purpose of the processing;
 - 2.3.2 an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - 2.3.3 an assessment of the risks to the rights and freedoms of Data Subjects; and
 - 2.3.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 2.4 The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Contract:
 - 2.4.1 process that Personal Data only in accordance with Annex 1, unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before processing the Personal Data unless prohibited by Law;
 - 2.4.2 ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures), having taken account of the:
 - (a) nature of the data to be protected;
 - (b) harm that might result from a Data Loss Event;
 - (c) state of technological development; and

- (d) cost of implementing any measures;

2.4.3 ensure that:

- (a) the Processor Personnel do not process Personal Data except in accordance with this Contract (and in particular Annex 1);
- (b) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (i) are aware of and comply with the Processor's duties under this paragraph;
 - (ii) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
 - (iii) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Controller or as otherwise permitted by this Contract; and
 - (iv) have undergone adequate training in the use, care, protection and handling of Personal Data; and

2.4.4 not transfer Personal Data outside of the UK unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:

- (a) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with guidance issued by the UK Government or body appointed by the Government including but not limited to the Information Commissioner's Office and as approved by the Controller);
- (b) the Data Subject has enforceable rights and effective legal remedies;
- (c) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
- (d) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;

2.4.5 at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of this Contract unless the Processor is required by Law to retain the Personal Data.

2.5 Subject to paragraph 2.6, the Processor shall notify the Controller immediately if it:

- 2.5.1 receives a Data Subject Request (or purported Data Subject Request);
- 2.5.2 receives a request to rectify, block or erase any Personal Data;
- 2.5.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- 2.5.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
- 2.5.5 receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
- 2.5.6 becomes aware of a Data Loss Event .

- 2.6 The Processor's obligation to notify under paragraph 2.5 shall include the provision of further information to the Controller in phases, as details become available.
- 2.7 Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 2.5 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:
 - 2.7.1 the Controller with full details and copies of the complaint, communication or request;
 - 2.7.2 such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
 - 2.7.3 the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - 2.7.4 assistance as requested by the Controller following any Data Loss Event;
 - 2.7.5 assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
- 2.8 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this paragraph. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
 - 2.8.1 the Controller determines that the processing is not occasional;
 - 2.8.2 the Controller determines the processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
 - 2.8.3 the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 2.9 The Processor shall allow for audits of its data processing activity by the Controller or the Controller's designated auditor.
- 2.10 Each Party shall designate its own data protection officer if required by the Data Protection Legislation.
- 2.11 The Controller hereby agrees that Processor may engage Sub-Processors to process Personal Data on Controller's behalf. Controller hereby gives to the Processor the general written authorisation to engage Sub-Processors to process Personal Data on Controller's behalf.
- 2.12 The Processor shall inform the Controller of any intended changes concerning the addition or replacement of Sub-Processors, in order to grant the Controller the possibility to object to such changes. In such case, the Processor shall :
 - 2.12.1 notify the Controller in writing of the intended Sub-processor and processing;
 - 2.12.2 enter into a written agreement with the Sub-processor which give effect to the terms set out in this paragraph 2 such that they apply to the Sub-processor; and
 - 2.12.3 provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.
- 2.13 The up to date list of approved sub-processors can be found at all times at the following link: <https://trust.greenly.earth/>.
- 2.14 The Processor shall remain fully liable for all acts or omissions of any of its Sub-processors.

- 2.15 The Controller may, at any time on not less than thirty (30) Business Days' notice, revise this paragraph by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Contract).
- 2.16 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Controller may on not less than thirty (30) Business Days' notice to the Processor amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.
- 2.17 The Contractor shall comply at all times with the Data Protection Legislation and shall not perform its obligations under this Contract in such a way as to cause the Council to breach any of its applicable obligations under the Data Protection Legislation.

ANNEX 1 PROCESSING, PERSONAL DATA AND DATA SUBJECTS

This Annex shall be completed by the Controller, who may take account of the view of the Processor(s), however the final decision as to the content of this Schedule shall be with the Controller at its absolute discretion.

- 1.1. The contact details of the Controller's Data Protection Officer are: dpo@bracknell-forest.gov.uk
- 1.2. The contact details of the Processor's Data Protection Officer are: privacy@greenly.earth
- 1.3. The Processor shall comply with any further written instructions with respect to processing by the Controller.
- 1.4. Any such further instructions shall be incorporated into this Schedule. The following table sets out the details of processing as required by Article 28 of the UKGDPR:

Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Council is the Controller and the Contractor is the Processor.
Subject matter of the processing	The processing is needed in order to ensure that the Processor can analyse any items in general ledger or other data which contain personal data to calculate emissions footprints, and/or contact council partners, suppliers and/or lessees to request emissions data.
Duration of the processing	Processing will take place for the duration of the Contract only.
Please specify the nature and purposes for which the Data Processor intends to process the Personal Data.	To analyse general ledger data for the purpose of calculating emissions footprints To contact or engage with council staff, suppliers, lessees and/or partners for the purpose of collecting emissions data
Type of Personal Data being processed	<p>Identification data: e-mail address, residence area ; Transportation data: transportation means, work-related travel means and distances.</p> <p>To the extent such information directly or indirectly relates to, or enables to identify a natural person (e.g., Council employees):</p> <ul style="list-style-type: none"> • Meal habits: number of vegan and meat meals per week ; • Work location habits: Remote, co-working, or working sites ; • Any other data allowing to characterise or refine the understanding of an internal process of the company (construction, manufacturing, marketing, distribution) ; • The transportation data of the company's employees, as well as the meals habits of the employees

<p>Please specify the Categories of Data Subject whose Personal Data shall be processed under this Contract.</p>	<p>Employees of the Council and its partners, suppliers and/or lessees</p>
<p>Description of transfers of Personal Data to a country outside of the UK</p> <p>Please record transfers of Personal Data outside of the UK, recording the country and/or international organisation and, where applicable, please document suitable safeguards.</p>	<p>Where strictly necessary, limited personal data may be transferred to:</p> <ul style="list-style-type: none"> • EEA member states, when EU-based sub-processors are used • The United States, for specific support tooling or cloud services that are essential to delivery <p>Legal safeguards</p> <ul style="list-style-type: none"> • UK GDPR and EU GDPR-compliant Data Processing Agreement, including: <ul style="list-style-type: none"> ◦ UK International Data Transfer Agreement (IDTA) or UK Addendum to EU Standard Contractual Clauses (SCCs) for any restricted transfers ◦ Transfer Impact Assessments (TIAs) documenting risks and additional measures ◦ Flow-down of equivalent obligations to all sub-processors • Where applicable, reliance on adequacy regulations or decisions
<p>Plan for return and destruction of the data once the processing is complete</p> <p>UNLESS requirement under law to preserve that type of data</p>	<p>The processor will retain and process the data only during the term of the contract. Following this a copy of the data will be made available to the council for export and then must be deleted by the processor, unless a new contract for an equivalent service is agreed.</p>

Response Pack



Scope 3 greenhouse gas emissions – technical support

Date: TBC

Ref. DN791090

This Response Pack is intended to be used alongside the Request for Quotation (RfQ), and you must ensure that you follow all instructions in the RfQ to ensure your tender can be considered.

Company name:	OFFSPEND SAS
Limited Company Number:	878 730 647
Registered address:	5 rue Thouin, 75005, Paris
VAT Number:	FR61878730647
Name of representative:	Juliette Corr
Title of representative:	Account Executive
Email of representative:	juliette.corr@greenly.earth
Phone number of representative:	+44 7401219734
Address of representative:	Tallis House, 2 Tallis Street, London, EC4Y 0AB, United Kingdom

Note that the representative must be registered as a Director of the company at Companies House in order to be able to sign the contract if successful.

Please indicate which options this tender is intended to cover as set out in the RfQ:

Option 1 ONLY	
Option 2 ONLY	
Both Options (1 AND 2)	x

Pricing and invoicing information

Please specify costs **exclusive** of VAT.

Year of contract	Option 1	Option 2
Year 1	£13,897.50	£17,722.50
Year 2	£13,897.50	£17,722.50
Year 3	£13,897.50	£17,722.50
Year 4	£13,897.50	£17,722.50
Year 5	£13,897.50	£17,722.50

Invoicing arrangements

Our standard terms are annual billing in advance for the subscription year.

Quote 1: Climate Action Ready <https://8819216.hs-sites.com/ZXbTmoxI1HtlHwriUtxV>

Quote 2: Net Zero Contributor (package described in details in Schedule 6) <https://8819216.hs-sites.com/fbiYQ12NGx67>

Quality/Method Statement: Functionality

1) Overall summary, category breakdowns, and item-level detail with filter and search

- You get a high-level footprint summary plus drill-downs by scope, category, and down to individual transactions or products. Dashboards are fully customisable as an option to surface the KPIs that matter, with anomaly detection to highlight outliers for review (quality controls are included in the Net Zero Contributor Package).
- Data can be filtered and searched across entities, categories, periods, suppliers, and more thanks to custom tags, which needs to be defined by the Customer prior to data import. Recent product updates improved supplier visibility directly in transaction views to make validation and filtering faster.

2) Export and transfer of all data for offline use

- Data can be extracted programmatically via ready-to-use APIs, supporting full data transfer to your own systems or data warehouse workflows.
- Bulk imports and exports support periodic offline work, audit packs, or sharing with stakeholders who do not use the platform.
- More than 200 native integrations also simplify moving data in and out of your stack when needed.

3) Amending emissions or emission factors using supplier-specific data

- Calculations support activity-based, spend-based, and supplier-specific data. Where you have primary data from a supplier, you can override generic factors at product or supplier level. Up to 10 suppliers emission factors audits and integration are included.
- The factor library includes 300,000+ emission factors with 50,000 supplier-specific factors, and workflows for harmonisation and quality control, so supplier updates can be incorporated while maintaining consistency.

4) Regular updates for an always-current footprint

- Continuous updates are supported through connectors, APIs, and scheduled bulk imports. This enables near-real-time refreshes where systems are connected, or periodic updates on a cadence you define.

- Anomaly detection accelerates QA on each refresh so updated numbers remain reliable without slowing teams down.

Ease of use, update frequency, and customisation

- Ease of use
 - The interface is designed to save time without compromising quality, with guided workflows, dedicated expert support, and an intuitive dashboard experience for managing reliable carbon data end-to-end.
 - Recent UI enhancements, like supplier columns in transaction detail, shorten review loops for finance and procurement users.
- Frequency of updates
 - Live or near-live where connectors or APIs are enabled. Otherwise, scheduled bulk imports support weekly, monthly, or quarter-end refreshes depending on your process.
 - To clarify, only 1 yearly GHG report will be delivered. Weekly, monthly or quarter-end data import is possible, but report production requires manual expert review and only one is included in the Net Zero Contributor package.
- Extent of customisation
 - Dashboards are fully customisable as a paying option. You can tailor KPIs, segmentations, and views to the audience and reporting framework you use.
 - Data management includes harmonisation tools, supplier data collection, You and APIs so your taxonomy and internal rules can be respected across entities and markets.

The Greenly platform achieves **99.9% uptime** under our SLA and is praised by clients for ease of use and clarity.

Client feedback – Portsmouth City Council:

“The Greenly platform made Scope 3 analysis straightforward and actionable — a step change from traditional static reporting.”

Greenly’s interface is fully customisable, enabling local authority users to tailor visualisations, categories, and reports to suit council decision-making processes.

Here is a walkthrough of the platform for reference:
<https://app.storylane.io/share/7lzbbl09sov1>

Quality/Method Statement: EDI and social value

1) Demonstrable commitment to equality, inclusion and wellbeing

We take a policy-plus-practice approach so commitments are visible and measurable.

- *Policy and governance*
 - *Publish an Equality, Diversity and Inclusion policy with clear objectives, leadership accountability, and annual reporting on progress.*
 - *Adopt an anti-harassment and respectful workplace standard, with confidential reporting channels and zero-tolerance procedures.*
 - *Accessibility statement aligned to WCAG for our product and customer-facing materials.*
- *Training and awareness*
 - *Mandatory annual training for all staff on EDI fundamentals, unconscious bias, inclusive language, and bystander intervention.*
 - *Inclusive hiring training for all interviewers, with structured interviews and rubric-based assessments.*
- *Inclusive hiring and progression*
 - *Diverse candidate slates and outreach to under-represented groups.*
 - *Pay equity reviews at least annually and transparent career frameworks.*
- *Employee voice and wellbeing*
 - *Employee resource groups with budget and exec sponsorship.*
 - *Wellbeing programme including mental health days, access to counselling, and manager guidance for psychologically safe teams.*
 - *Regular pulse surveys with action plans and published follow-ups.*
- *Supplier and events standards*
 - *Supplier code of conduct covering EDI, labour practices and accessibility.*
 - *Inclusive events checklist covering venue accessibility, pronouns, dietary needs and safe-space guidelines.*

We can provide the policy documents, training outlines, completion rates, and summary metrics upon request.

2) Provision of Scope 1, 2 and 3 emissions data linked to use of the tool/solution

- *What we will provide*
 - *A quantified annual footprint covering:*
 - *Scope 1: direct fuel use (if any).*
 - *Scope 2: electricity for offices and hosting where applicable, reported market- and location-based.*
 - *Scope 3: relevant categories for a cloud software provider, including purchased goods and services, capital goods, upstream energy, business travel, employee commuting and home-working, waste, downstream use of our service where material, and data-centre embodied emissions where available.*
 - *A specific “service usage” allocation model that attributes a proportion of our operational emissions to your usage, based on defensible allocation keys such as compute, storage, data transfer and active users. This allows you to link a share of our footprint to your use of the tool.*
- *Measurement robustness*

- *Methodology aligned to the GHG Protocol Corporate Standard and Scope 3 Standard.*
- *Activity-based data prioritised for energy and cloud workloads. Reputable emission factor sources, version-controlled and date-stamped.*
- *Quality assurance via data validation, reconciliation to invoices or metered data, variance analysis and anomaly screening.*
- *Clear audit trail: source files, assumptions, factor versions and calculation steps retained for review.*
- *Materiality thresholding and conservativeness applied where primary data is not available, with uncertainties documented.*
- *Frequency of updates*
 - *Emission factor library reviewed at least annually, with interim updates where material changes occur.*
- *How we will share the data with you*
 - *Dashboard views showing total footprint and your allocated share, broken down by scope, category and major drivers.*
 - *Downloadable CSVs of the annual inventory and allocation calculations, including factors and versioning.*
 - *An allocation methodology note describing system boundary, data sources, allocation keys, uncertainties and any exclusions.*
 - *Optional API access for programmatic retrieval if you prefer to ingest data into your own systems.*

Case Study of the work we did with HCT:

<https://greenly.earth/en-gb/case-study/hampshire-cultural-trust>

This partnership-based approach aligns with Bracknell Forest Council's values of being Inclusive, Ambitious, and Always Learning.

Quality/Method Statement: Support

Onboarding and enablement approach

All professional services included in the Net Zero Contributor package will be provided within the limits of 50 hours per year. The below include examples of services we typically provide within this time frame.

Structured onboarding (first 30–60 days)

- *Kick-off and discovery*
 - *Stakeholder mapping, objectives, success criteria, governance, and comms plan.*
- *Technical setup*
 - *Connectors, permissions, data model alignment*
- *Go-live*
 - *Enhanced support in the first two weeks.*

Optional training programme

- *Role-based training*
 - *Admins: configuration, data governance, integrations, user management, security.*
 - *Practitioners: day-to-day workflows, data quality checks, reporting and exports.*
 - *Executives: dashboards, KPI interpretation, decision-making, and governance cadence.*
- *Delivery formats*
 - *Live virtual workshops with Q&A.*
 - *On-demand video micro-modules and step-by-step guides.*
- *Certification*
 - *Optional (not included) completion quizzes and certificates for admins and power users.*

Customer support

- *Channels*
 - *Email and in-app chat during business hours*
 - *Named Customer Success Manager (CSM) as a single point of contact.*
- *SLAs*
 - *First response: 4 business hours for standard, 1 hour for priority.*
 - *Workarounds or resolutions targeted based on severity, with clear status updates.*
- *Knowledge base*
 - *Searchable guides, FAQs, release notes, and best-practice playbooks.*

Expert consultancy

- *Data and methodology*
 - *Review of boundaries, assumptions, emission factor selection, and allocation methods.*
 - *Data quality audits, variance analysis, and uncertainty notes for assurance.*

- *Reporting and compliance*
 - Alignment to council reporting needs and regulatory frameworks.
 - Support on audit packs, evidence trails, and stakeholder communications.
- *Change and adoption*
 - Engagement plan, super-user network, and measurable adoption targets.

Success management and governance

- *Success plan*
 - Documented objectives, milestones, and KPIs agreed at onboarding.
- *Cadence*
 - Fortnightly check-ins during ramp-up, then monthly success reviews.
 - Quarterly business reviews covering outcomes, risks, roadmap, and training refreshers.
-

Optional add-ons

- *Dedicated support window aligned to council working hours.*
- *On-site training days and executive briefings.*
- *Custom integrations or bespoke reporting packs.*

Example implementation timeline

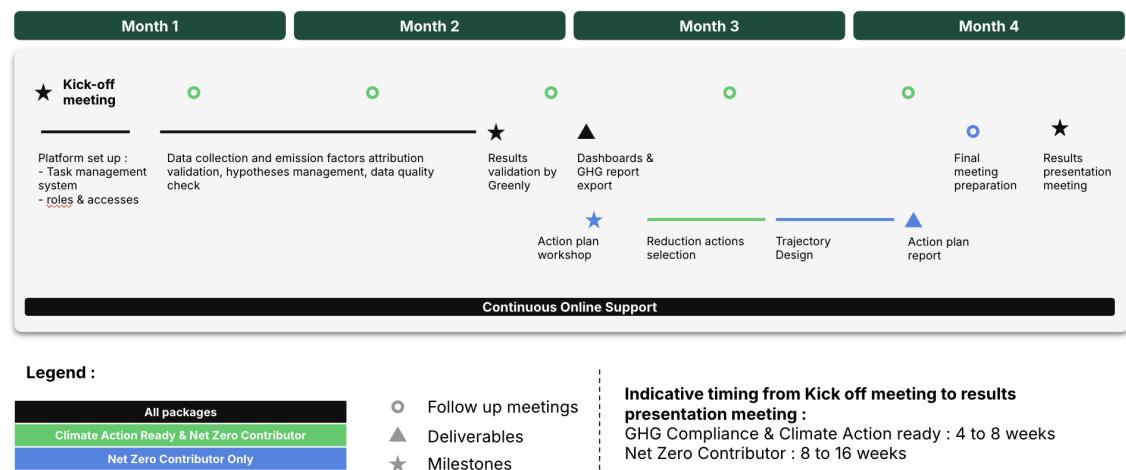
- *Week 0: Contracting and scheduling. Pre-work and data checklist issued.*
- *Week 1: Kick-off, discovery, and technical setup session.*
- *Week 2: Admin and practitioner training. Connector setup and test data.*
- *Week 3: Pilot cohort live. Office hours and targeted coaching.*
- *Week 4: Wider roll-out. Executive session and success plan sign-off.*
- *Weeks 5–8: Optimisation, methodology review, and adoption boost.*

What you can expect

- *Clear ownership: a named CSM plus access to product specialists and climate experts.*
- *Measurable impact: goals translated into KPIs and tracked in regular reviews.*
- *Self-sufficiency: train-the-trainer, certification, and a maintained knowledge base.*
- *Responsiveness: defined SLAs, proactive communications, and roadmap visibility.*

Typical Roll-out

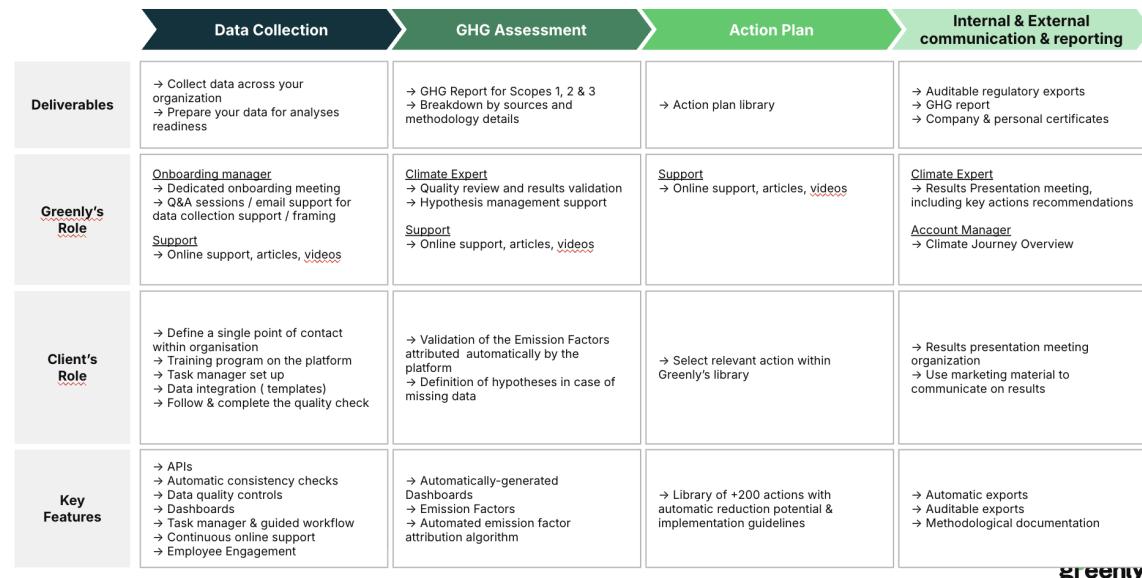
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Climate Action Ready package

Detailed Roll Out - Climate Action Ready

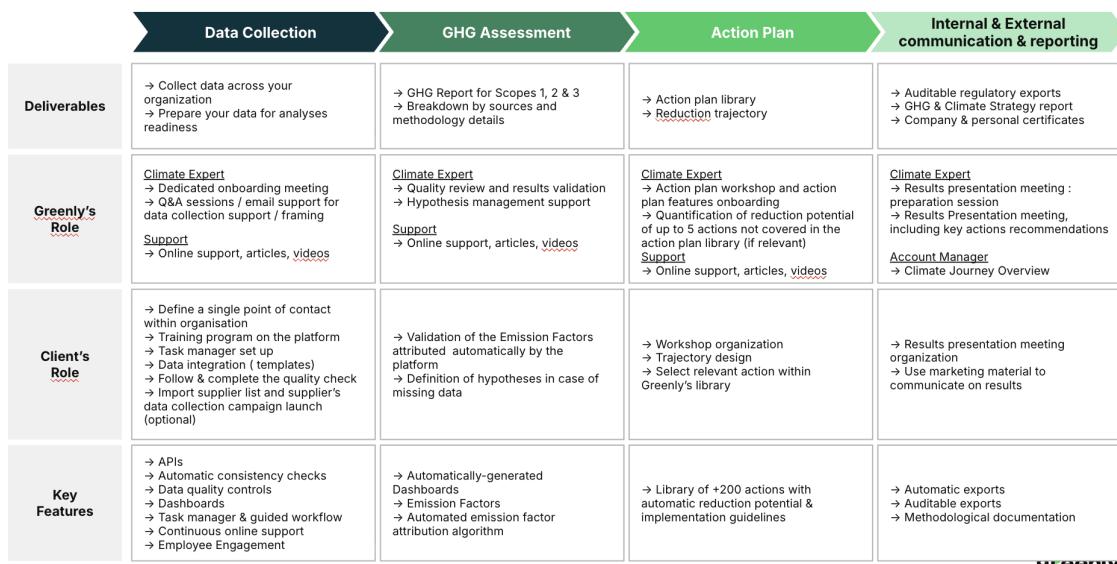
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Net Zero Contributor package

Net Zero Contributor

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Example: For Portsmouth City Council, Greenly provided tailored onboarding sessions and quarterly analytical reviews to refine emissions categorisation accuracy.

Quality/Method Statement: Scope 3 emissions

Scope and coverage

We will calculate spend-based emissions across all Bracknell Forest Council purchases, including:

- Capital projects and assets
- Outsourced services and long-term contracts
- Logistics, postage, freight and courier services
- Utilities, ICT, facilities, professional services, social care, education and highways
- Fleet leasing and maintenance, construction, and waste management

Data inputs expected:

- General ledger exports with account codes, cost centres, vendors, descriptions, dates, amounts and currency
- Purchase order lines and goods receipts where available
- Supplier master data, including names, Companies House numbers (if present), addresses and VAT IDs

Outputs:

- Annual inventory and period snapshots by scope and category
- Drill-down from total to category to pre-defined custom tags
- Downloadable line-level dataset with matched emissions factor and all calculation fields

Quality marker 1: Accurate matching of GL spend to appropriate spend-based emissions factors

Our matching pipeline uses a layered approach designed for public sector chart-of-accounts:

1. Normalisation and enrichment
 - Clean and standardise vendor names, remove legal suffixes, unify punctuation and spacing
 - Enrich vendors with registry lookups where available (e.g. Companies House number, SIC) and public procurement identifiers
 - Parse free-text descriptions to extract product and service cues, CPV or UNSPSC codes if present, and contract references
 - Classify cost centres and account codes against a local-authority taxonomy (e.g. social care, highways, education, waste, housing)
2. Matching hierarchy with confidence scoring
 - Tier 1: Supplier-specific factor match
 - Direct link to a supplier-specific spend factor for that vendor and category
 - Tier 2: Category-specific factor match
 - Match to a UK-relevant sector factor for the correct subcategory (e.g. road maintenance vs general construction)
 - Tier 3: Generic industry factor

- Fall back to a broad EEIO category when detail is insufficient, while flagging for review
- Each assignment receives a confidence score based on signals: vendor certainty, account code specificity, text pattern strength, and historical consistency
- 3. Local authority-specific rules and memories
 - Persistent mapping table for recurring suppliers and framework contracts
 - Contract-aware routing: if a description or cost centre matches a known contract, prioritise the contract's mapped factor
 - Seasonal and operational patterns for councils (e.g. winter grit logistics vs summer works) to improve auto-selection
- 4. Human-in-the-loop QA
 - Review queues for low-confidence matches or high-materiality lines
 - Side-by-side view of candidate factors with explanations
 - One-click reclassification that updates the mapping memory and re-computes affected lines
- 5. Error detection and controls
 - Anomaly detection on unit costs and category distributions
 - Duplicate detection for split POs or accrual reversals
 - Currency, VAT and period checks prior to factor application

Real local authority examples we support well:

- Distinguishing domiciliary care, residential care and agency staff suppliers within social care
- Separating highways reactive maintenance from capital projects with construction sub-codes
- Differentiating waste collection, MRF contracts and disposal gate fees
- Identifying ICT software subscription vs hardware capital expenditure
- Flagging logistics lines embedded in larger facilities or events invoices

Quality marker 2: Quality of emissions factors, including industry-wide vs supplier-specific mix

Factor framework:

- Supplier-specific spend factors
 - Built from supplier primary data where available: energy intensity, fuel mix, process emissions, and revenue attribution
 - Short audit conducted by Greenly of provided suppliers emissions. Included in the package in the limits of 10 emission factors.
 - Where only partial primary data exists, we construct hybrid factors using supplier energy data merged with sector EEIO intensities
- Sector and sub-sector factors
 - UK-relevant environmentally extended input–output (EEIO) intensities, with granular sub-sectors for public services, construction trades, care, waste, ICT, logistics and professional services
 - Country and currency adjustments to reflect UK production mix or imported services
- Governance and versioning
 - Version-controlled library with publication date, source lineage, geographic coverage, and methodological notes

- *Annual review cycle with interim updates when a material change is identified*
- *Clear depreciation and back-testing when factors are updated mid-year*

Expected factor mix in a council context:

- *Year 1 typical outcome after onboarding suppliers via frameworks*
 - *Industry-wide sector factors: approximately 60–75% of spend*
 - *Supplier-specific or hybrid factors: approximately 25–40% of spend*
 - *Higher supplier-specific penetration in waste, logistics, utilities and long-term outsourced services*
- *Improvement path*
 - *Each quarter, prioritise the top 20 suppliers by spend for targeted data collection to increase supplier-specific coverage*
 - *Re-weight the mix towards supplier-specific factors in material categories such as social care frameworks, construction contractors, waste operators, facilities, and ICT vendors*

Adjustments, localisation and QA:

- *Currency and inflation*
 - *Deflators and currency conversion applied to align spend to factor base year, with explicit disclosure of the index used*
- *Geography*
 - *UK grid and fuel mix adjustments for domestic suppliers*
 - *Import adjustments for non-UK suppliers where material*
- *Sensitivity and uncertainty*
 - *Confidence scoring at line level and aggregated uncertainty ranges at category level*
 - *Sensitivity analysis for high-impact categories to show effect of moving from sector to supplier-specific factors*

Process fit for Bracknell Forest Council

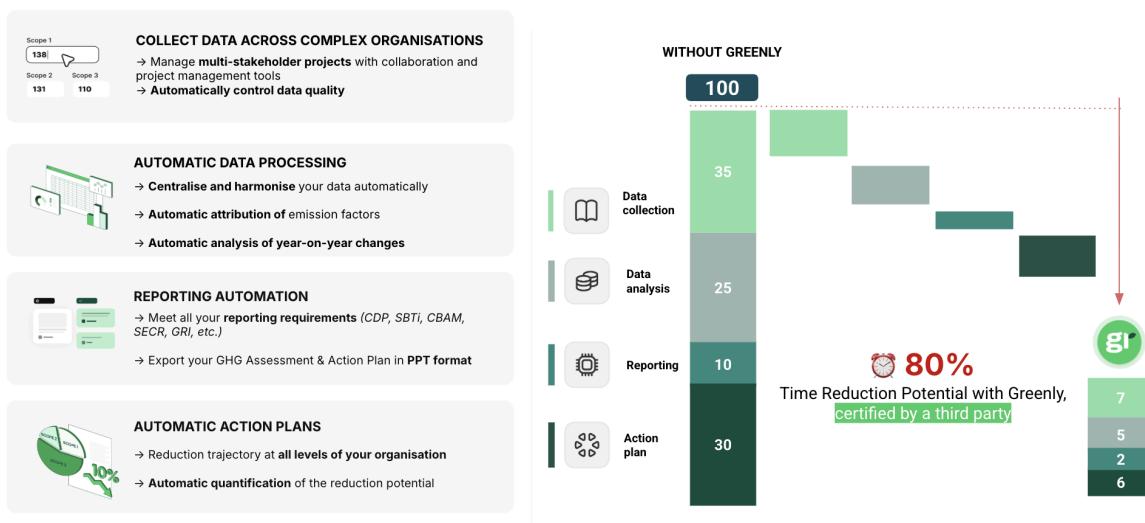
1. *Data ingestion*
- *Automated secure import of GL and PO data on your chosen cadence*
- *One-time mapping of account codes and cost centres to the local-authority taxonomy, reusable across periods*
2. *First pass computation*
- *Automated matching and factor assignment with confidence scoring*
- *Initial dashboards by service area, supplier and category*
3. *Targeted review*
- *Review queue for low-confidence and high-materiality lines*
- *Quick wins for supplier-specific upgrades on your top vendors and frameworks*
4. *Publication and export*
- *Finalised dataset with line-level factors, confidence, and calculation fields*
- *Exports for audit packs and public reporting*
- *Period-over-period variance analysis and narrative highlights*
5. *Continuous improvement*
- *Quarterly supplier engagement to raise the supplier-specific share*
- *Ongoing tuning of rules as new contracts, frameworks and coding practices evolve*

What you will receive

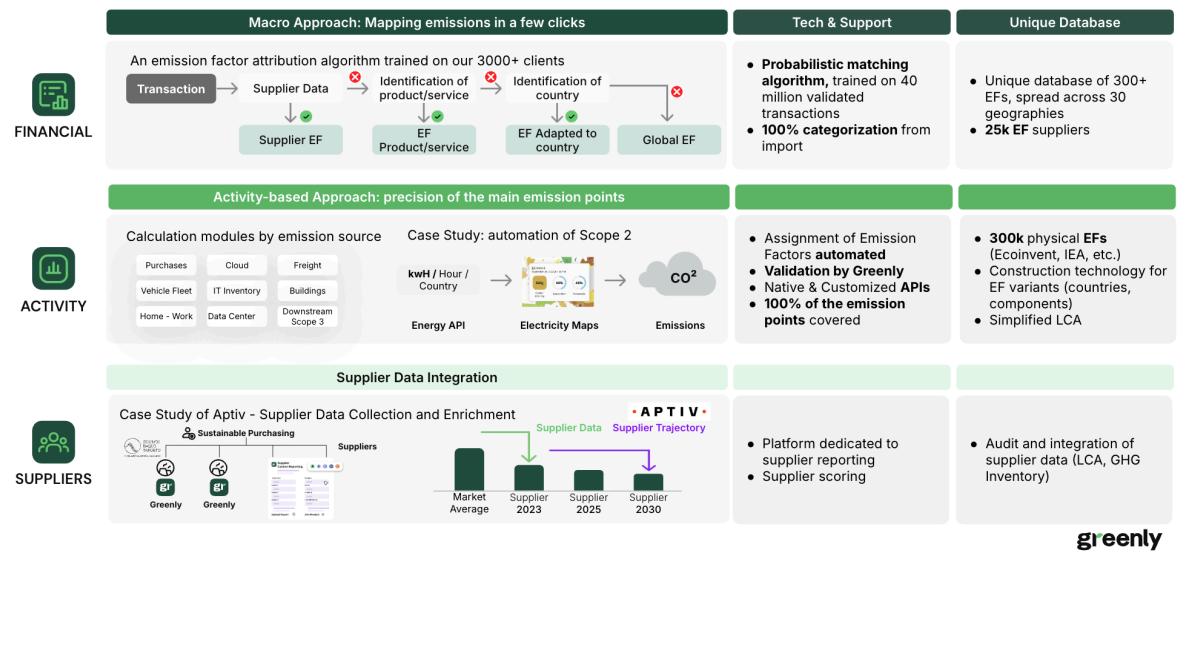
- A defensible, line-level spend-based calculation covering all purchases, including capital, outsourced services and logistics
- Transparent factor provenance and versioning
- Clear improvement plan to increase supplier-specific coverage in the most material categories
- Tools and workflows tailored to local authority purchasing patterns and chart-of-accounts

Streamline Data Collection & Analysis to Focus on Your Strategy

22



Changing the Paradigm on Quality and Automation of Analysis



Quality/Method Statement: Emissions data aggregation

What we cover

We calculate and aggregate a complete organisational footprint beyond spend-based Scope 3 purchases, including:

- Scope 1: *Stationary combustion and fleet fuel. Optional refrigerants and other fugitive gases.*
- Scope 2: *Electricity and heat, market- and location-based, with supplier-specific factors where available.*
- Scope 3 (selected categories relevant to councils):
 - *Employee commuting*
 - *Business travel*
 - *Home working*
 - *Downstream leased assets and use of sold services where material*
 - *Waste disposal and treatment by stream*
 - *Investments and financed emissions*
 - *Capital goods and other relevant categories not covered by spend-only methods*

Data inputs and sophistication of methods

- All modules and methods listed below will be made available to the Customer depending on Greenly's interpretation of materiality and customer data available
- Scope 1
 - *Inputs by the customer: Metered fuel, delivery notes, fleet telemetry, or fuel card data.*
 - *Methods: Activity-based calculations with calorific value and oxidation assumptions. Refrigerants via mass-balance or service records.*
- Scope 2
 - *Inputs by the customer: Supplier invoices, half-hourly data, MPAN/MPRN metering where available, and tariff details.*
 - *Methods: Dual reporting. Market-based using supplier EACs/REGO-backed attributes. Location-based using grid-average factors. Optional time-of-use adjustments.*
- Commuting
 - *Inputs by the customer: HR postcodes and attendance patterns, staff surveys, or swipe-in data.*
 - *Methods: Multi-modal modelling by mode-share and distance bands, WFH split, seasonality controls. Optional uncertainty ranges.*
- Business travel
 - *Inputs by the customer: TMC export, expense data, or booking APIs.*
 - *Methods: Flight class-specific factors with RF uplift options, rail by operator region, taxis and mileage by vehicle segment, hotel nights with country or supplier intensity.*
- Home working
 - *Inputs by the customer: Number of WFH days per role, equipment inventory, home energy region assumptions.*
 - *Methods: Bottom-up model of additional energy loads per workstation and connectivity, with regional grid intensity and heating fuel splits.*

- *Downstream leased assets*
 - *Inputs by the customer: Asset registers, lease terms, metered or modelled energy use.*
 - *Methods: Activity-based where metered; otherwise engineering proxies per asset type with usage profiles.*
- *Waste*
 - *Inputs by the customer: Waste contractor reports by stream and treatment route, weighbridge tickets, or invoiced tonnage by EWC code.*
 - *Methods: Stream- and treatment-specific factors, biogenic carbon handling, avoided emissions option where justified.*
- *Investments and financed emissions*
 - *Inputs by the customer: Portfolio holdings, loan books, fund look-through, and issuer identifiers.*
 - *Methods: PCAF-aligned calculations with data quality scoring, intensities by sector and geography, issuer-specific data when available.*
- *Other Scope 3*
 - *Include water, upstream energy, leased assets (upstream), and IT services usage as needed. Methods selected based on data availability and materiality.*

Flexibility and tailoring

- *Inputs*
 - *Multiple ingestion modes: API connectors, bulk CSV, manual entry, and survey modules.*
 - *Data fallbacks: Where primary data is unavailable, we use documented proxies with flags for later replacement.*
- *Methods*
 - *Method selection per category: activity-based by default where data exists and emissions are material, with optional spend- or hybrid methods where appropriate.*
 - *Configurable assumptions: Radiative forcing uplift for aviation, WTT inclusions, grid-year selection, heating fuel splits for home working, hotel intensity sources, and waste treatment routing.*
- *Outputs*
 - *Dashboards by scope and custom tag.*
 - *Allocation views: Attribute emissions to directorates, schools, sites, or programmes.*
 - *Export packs: CSVs at line level, charts and narrative summaries, and an assumptions and methodology appendix.*
 - *Uncertainty and sensitivity: Confidence scoring at source level*

Governance, QA, and cadence

- *Quality assurance*
 - *Automated validation, anomaly detection on activity intensities, and reconciliation to invoices or meters.*
 - *The Client reviews red flags and corrects the data imported*
 - *Review queues for high-materiality or low-confidence items, with audit trails for changes.*

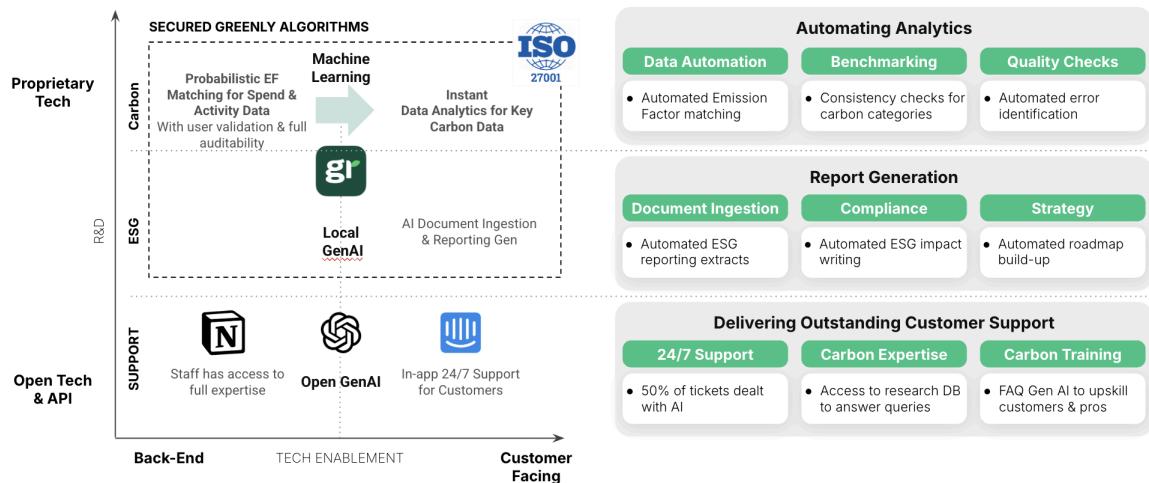
- *Update frequency*
 - *Annual consolidation with dual reporting for Scope 2 and refreshed factor libraries.*

Council-specific fit

- *Local authority taxonomy*
 - *Mapping to cost centres and service lines common to councils, so outputs align with your reporting structure.*
- *Mixed data maturity*
 - *Designed to work with varied data quality across departments, progressively improving precision as better data becomes available.*
- *Rapid evidence packs*
 - *Line-level exports and a concise methodology note suitable for scrutiny, audit, and public disclosure.*

Leveraging AI to deliver outstanding analytics & user experience

GREENLY HAS PROPRIETARY MACHINE LEARNING ALGORITHMS FOR CARBON ANALYTICS & USES GEN AI FOR SUPPORT & BENCHMARKS

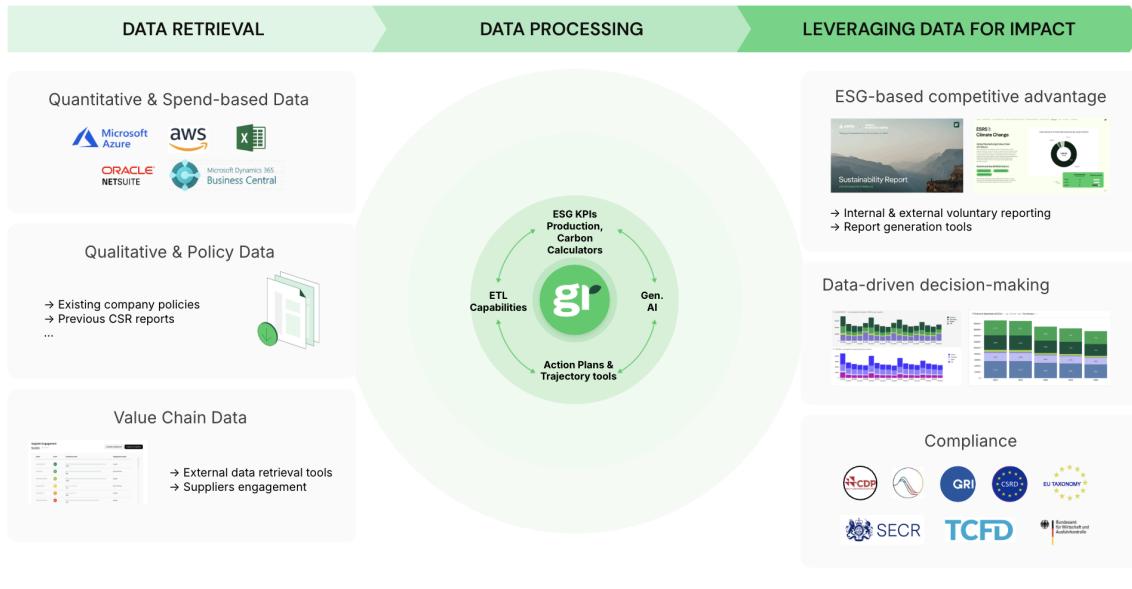


NB: GREENLY NEVER GIVES THIRD PARTY GEN AI SUPPLIERS ACCESS TO CUSTOMER PROPRIETARY DATA

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An ESG Data Platform dedicated to the scaling of your ESG team's impact



Quality/Method Statement: Modelling and action planning

Requirement: Support action planning and model reduction pathways to net zero

What the tool enables

- *Pathway builder*
 - *Create multiple decarbonisation scenarios with start year, end year, and interim targets.*
 - *Stack actions into programmes per service area or estate and see cumulative impact, costs, and timelines.*
- *Action library*
 - *Pre-configured measures for local authorities across estates, fleet, procurement, waste, and travel.*
 - *Each action has default savings logic, cost assumptions, lifetime, and co-benefits that you can customise.*
- *Marginal abatement curves*
 - *Compare actions by £/tCO₂e, total abatement, and delivery readiness to prioritise investment.*

Emissions factor quality and how actions affect them

- *Extensive factor library*
 - *Broad coverage of activity and spend factors with UK-relevant datasets for energy, waste, logistics, construction, ICT, travel, and public services.*
 - *Supplier-specific and hybrid factors supported where primary data is available, especially for utilities, waste operators, logistics providers, and major outsourced contracts.*
- *Governance*
 - *Version-controlled factors with source lineage, geographic scope, and base year.*
 - *Annual library refresh with interim updates when material changes occur, plus change logs and back-testing.*
- *Dynamic linkage*
 - *Actions update the relevant factors or activity drivers over time*
 - *Grid decarbonisation scenarios adjust Scope 2 intensity year-by-year.*
 - *Contracting to a green tariff applies supplier-specific or market-based factors.*
 - *Waste routing changes apply treatment-specific factors per stream.*
 - *Modal shift and EV uptake change travel factors by mode and powertrain.*

Modelling sophistication and flexibility

- *Time-series modelling*
 - *Annual trajectories for activity and intensity, with ramp-up curves, delivery lags, and degradation.*
 - *Option to lock dependencies, e.g. fabric first before heat pumps, or EV charging before fleet electrification.*
- *Multiple methods*

- *Activity-based modelling where data exists (kWh, km, tonnes, m²).*
- *Hybrid methods when only spend or proxy data is available, with clear flags for later refinement.*
- *Uncertainty and sensitivity*
 - *Confidence scoring for action inputs and factors.*
 - *Scenario toggles for high-low savings, energy price paths, grid intensity paths, and adoption rates.*
- *Constraints*
 - *Set resource, budget, and operational constraints per year.*
 - *Optimiser suggests an action bundle that maximises abatement within constraints.*

Tailoring for council contexts

- *Local authority taxonomy*
 - *Plan by estate type, service area, cost centre, school, or site. Allocate action impacts to each.*
- *Estates and energy*
 - *Building-level baselines with EPC-style measures, fabric and HVAC actions, on-site renewables, storage, and controls.*
 - *Market- and location-based reporting supported in pathways.*
- *Fleet and transport*
 - *ICE to EV transition by vehicle class, duty cycle, mileage, and replacement schedule.*
 - *Modal shift, car-club, telematics-driven eco-driving, and grey fleet measures.*
- *Waste and procurement*
 - *Waste prevention, segregation, and treatment routing per stream.*
 - *Sustainable procurement levers: supplier engagement, specification changes, and contract redesign with measurable impacts.*
- *ICT and digital*
 - *Cloud workload optimisation, device life extension, and circular procurement options.*
- *Community and downstream*
 - *Leased assets and services you operate, with activity models for energy and throughput.*

Governance, auditability, and updates

- *Transparent assumptions*
 - *Every action shows its formula, factors, and sources. Edit in place and keep version history.*
- *QA workflow*
 - *Reviewer sign-off, change logs, and variance checks between planned and realised savings.*
- *Update cadence*
 - *Quarterly refresh of activity data and action progress.*
 - *Factor library updates with clear impact summaries and optional re-baseline tools.*

Outputs you receive

- *Net zero pathways*

- *Scope 1, 2, and 3 trajectories with interim targets, by directorate and site.*
- *Data exports*
 - *CSVs with action inputs, formulas, factors, annual savings, and costs. API access available.*

Example council-style actions the model handles well

- *Estates: LED roll-out, BMS optimisation, fabric upgrades, heat pumps with phased radiator upgrades, rooftop PV with export assumptions.*
- *Fleet: EV replacement aligned to lease cycles, depot charging strategy, route optimisation for waste collection.*
- *Procurement: Switching to lower-carbon materials in highways, supplier engagement clauses for waste contracts, ICT device life extension and repair.*
- *Waste: Food waste capture expansion, contamination reduction, routing from landfill to anaerobic digestion or energy-from-waste with updated factors.*
- *Travel: Reduced grey fleet via pool EVs, mode shift for staff commuting with parking policy scenarios.*

Quality/Method Statement: Supplier engagement

Marker of quality: Integrated supplier engagement to collect detailed emissions data

We meet this marker with built-in supplier engagement workflows designed for councils and framework suppliers.

What's included

- *Supplier portal and forms*
 - *Secure, link-based forms for primary data collection, tailored by category: energy, waste, logistics, construction, ICT, care services and more.*
 - *Question logic by supplier type and contract, with guided help, examples, and unit validation.*
 - *Uploads for evidence: invoices, energy statements, methodology notes, and factor documentation.*
- *Data types supported*
 - *Supplier-specific emissions footprints at company, site or contract level.*
 - *Spend-based supplier-specific or proxy factors when full LCAs are not available.*
 - *Activity data where preferable: kWh, litres, tonne-km, tonnes by waste stream, km by vehicle class, etc.*
 - *Hybrid entries that combine primary activity with spend for allocation.*
- *Quality controls and governance*
 - *Automated validation: unit checks, range checks, time coverage and calculation previews.*
 - *Versioning of submissions with audit trails and clear “effective period” handling.*
 - *Data quality scoring (source, vintage, boundary, method) surfaced alongside each submission.*
 - *Reviewer workflow for council staff to approve, request changes, or apply corrective mappings.*
- *Engagement at scale*
 - *Bulk invitations by supplier list or framework, with templated messages and deadlines.*
 - *Automated reminders and escalation paths for non-responders.*
 - *Progress dashboards by supplier, highlighting gaps and material impact.*
- *Integration with procurement and contracts*
 - *Contract-aware forms pre-filled with known scope and service details.*
 - *Clauses and guidance templates to embed data requirements into new procurements and renewals.*
 - *Mapping memory so approved supplier factors auto-apply to future invoices and GL lines.*
- *API and file options*
 - *API endpoints for larger suppliers to push metered energy, logistics activity, or factors directly.*
 - *CSV import templates for suppliers without portal access, preserving the same validations.*
- *Security and access*
 - *Time-limited, supplier-specific links, optional MFA for higher-risk submissions.*

- *Role-based access for council reviewers, with redaction options for commercially sensitive attachments.*

How this improves calculations

- *Prioritised application of up to 10 supplier-specific factors over generic sector factors, with confidence scoring.*
- *Sensitivity analysis that shows the effect of moving from industry to supplier-specific data in material categories.*

Tailoring for local authority use

- *Council-specific taxonomies and frameworks reflected in the form logic and supplier lists.*
- *Category packs for waste, highways, social care, and facilities to gather the right evidence first time.*
- *SLA-aligned timelines to support annual reporting cycles, with quarterly mini-windows for critical categories.*

Impact: This approach enabled Portsmouth City Council to collect primary data from 35% of key suppliers within six months, improving accuracy and driving supplier decarbonisation.

*Greenly also provides **template communications** and **training materials** to help suppliers understand reporting expectations — aligning with the council's "inclusive partnership" vision.*

Here is a walkthrough of our supplier engagement module: <https://app.storylane.io/share/z9gks5obdmaw>

Quality/Method Statement: Data collection functionality

Integrated functionality for relevant data collection

We provide built-in, automated data-collection modules that cover workforce surveys, lessee and tenant questionnaires, and other activity streams needed to complete Scope 1–3 beyond purchases. These run on secure, link-based forms with validation, reminders, and audit trails.

Staff surveys for commuting and home-working

- *Smart questionnaires*
 - *Branching logic by role, work pattern, and location.*
 - *Modes covered: walk, cycle, bus, rail, car (by fuel and occupancy), motorcycle, taxi, car-share, remote.*
 - *Home-working module captures WFH days, workspace equipment, heating type, and dwelling characteristics.*
- *Distribution and automation*
 - *One-click invitations, auto reminders, and deadline management.*
 - *Anonymous or identified submissions, with per-question PII controls.*
- *Data quality and governance*
 - *Unit and range checks, geocoded distance estimates via postcode to site.*
 - *Duplicate prevention, partial-save, and re-verification windows.*
 - *Response rate dashboards*
- *Outputs*
 - *Calculated emissions by mode and site.*
 - *Trajectory builder: scenario tool for action plan building*

Lessee and tenant utilities surveys (Scope 3)

- *Contract-aware forms*
 - *Pre-filled with site, meter, and lease attributes.*
 - *Collects electricity, gas, heat, water, and waste service data by period.*
 - *Accepts uploads: invoices, half-hourly files, meter photos, statements.*
- *Validation and coverage*
 - *Period completeness checks, meter format validation, tariff sanity checks.*
 - *Estimation tools for missing intervals with confidence flags.*
- *Engagement at scale*
 - *Bulk invites to tenants, landlords, or service operators with templated comms.*
 - *Escalation paths and progress tracking to close gaps before reporting deadlines.*
- *Integration options (not subscribed to)*
 - *API endpoints for large property managers.*
 - *Secure SFTP or CSV templates for periodic drops from billing systems.*

Additional built-in data collection examples

- *Fleet and mileage*
 - *Driver mileage forms by vehicle class and fuel, odometer photo capture, and telematics file import.*
- *Business travel*

- *Traveller trip forms for exceptions, plus TMC and expenses connectors for automated feeds.*
- *Waste and materials*
 - *Site managers submit tonnages by EWC stream and treatment route, with weighbridge ticket uploads.*
- *Events and projects*
 - *Project templates to capture construction quantities, materials, and logistics for capital works.*
- *ICT and cloud*
 - *Application owners provide workload metadata and device inventories for hybrid modelling.*

Sophistication, flexibility, and tailoring

- *Form design*
 - *Customisable questions based on available options*
 - *Multilingual, mobile-friendly, and accessibility-compliant layouts.*
- *Logic and rules*
 - *Conditional sections based on answers, contracts, or user attributes.*
 - *Hard and soft validation thresholds*
- *Privacy and security*
 - *Role-based access, optional anonymity, data retention policies, and redaction of sensitive attachments.*
- *Governance and auditability*
 - *Versioned questionnaires, timestamped submissions, and immutable change logs.*
 - *Reviewer workflow to approve, request changes, or correct mappings with reasons captured.*
- *Cadence and automation*
 - *Scheduled campaigns (annual) with carry-forward of stable data and quick “confirm/no change” flows.*

What you receive

- *High-completion campaigns with clear coverage and quality scores.*
- *Line-level, evidence-backed datasets ready for audit.*
- *Automated calculations feeding dashboards and exports, with confidence scoring and gap analysis.*
- *Reusable templates tailored to council services, estates, and contract structures.*

Data Protection and GDPR

What steps does your organisation take to ensure that all data you receive and/or process when providing these services remains confidential, and that your data processing is compliant with the General Data Protection Regulations (GDPR)?

Our approach to confidentiality and GDPR compliance

Governance and accountability

- *Data protection by design and by default built into our development lifecycle and vendor management.*
- *Named Data Protection Officer or equivalent responsible for oversight, DPIAs, training, and incident coordination.*
- *Records of processing activities maintained and reviewed regularly.*

Legal basis and contracts

- *Processing limited to defined purposes under an appropriate legal basis agreed with you.*
- *Data Processing Agreement covering subject matter, duration, nature, purposes, categories of data, and obligations of both parties.*
- *Sub-processors bound by equivalent contractual terms. We provide notice of changes and maintain an up-to-date list.*
- *International transfers (if any) safeguarded using EU Standard Contractual Clauses with UK Addendum or IDTA, plus transfer risk assessments.*

Data minimisation and purpose limitation

- *Only the minimum data necessary is collected and processed.*
- *Strict separation of customer environments and datasets to prevent cross-tenant access.*
- *Pseudonymisation or aggregation applied wherever detailed personal data is not required.*

Confidentiality and access control

- *Role-based access control with least-privilege defaults and mandatory MFA for internal and privileged accounts.*
- *Just-in-time access workflows and session timeouts for sensitive operations.*
- *Background checks for relevant staff, confidentiality agreements, and mandatory annual privacy and security training.*

Security controls

- *Encryption in transit (TLS 1.2+) and at rest using strong industry-standard ciphers.*
- *Secrets management with rotation policies and no hard-coded credentials.*
- *Network segmentation, hardened baselines, and continuous vulnerability scanning with timely patching.*
- *Backups encrypted and tested regularly with recovery time and point objectives defined.*

Application and data integrity

- *Secure SDLC: threat modelling, code review, dependency checks, and security testing prior to release.*
- *Audit logs for access and administrative actions retained for forensic analysis.*

- *Anomaly detection to flag unusual data access or transfers.*

Data subject rights and transparency

- *Processes to support access, rectification, erasure, restriction, objection, and portability within statutory timeframes.*
- *Clear intake channels for rights requests with identity verification and documented responses.*
- *Support for council requests to extract or delete data, with verifiable deletion and certificate on completion.*

DPIAs and risk management

- *DPIAs conducted for high-risk processing and new features handling personal data.*
- *Regular risk assessments with remediation tracking and executive oversight.*

Retention and deletion

- *Retention schedules aligned to purpose and legal requirements.*
- *Time-bound data retention with automatic deletion or anonymisation on expiry.*
- *Verified data destruction on contract termination, including backups per policy.*

Sub-processors and supply chain security

- *Security due diligence for all sub-processors, including review of their technical and organisational measures.*
- *Flow-down of confidentiality, breach notification, and data protection obligations.*
- *Continuous monitoring for changes in sub-processor posture.*

Monitoring, audit, and assurance

- *Continuous security monitoring, intrusion detection, and alerting.*
- *Independent testing (e.g. penetration tests) with remediation of findings.*
- *Policy framework aligned to recognised standards for information security management, with periodic internal audits.*

Incident response and breach notification

- *24/7 incident response runbook with defined roles, containment, eradication, and recovery steps.*
- *Notification to you without undue delay if a personal data breach occurs, with impact assessment, corrective actions, and preventative measures.*

Data residency and localisation options

- *Hosting in UK/EU data centres by default or as contractually agreed.*
- *Configurable data residency where required for compliance or policy reasons.*

Please refer to this link for our certifications: <https://trust.greenly.earth/>

Will any data be transferred overseas as part of the delivery of the service? If so, to which jurisdictions will it be transferred to and what safeguards will be in place?

Data transfers and safeguards

- Default data residency
 - We can host and process customer data in the UK or EU by agreement. Day-to-day processing is kept within the selected region.
- Possible overseas transfers
 - Where strictly necessary, limited personal data may be transferred to:
 - EEA member states, when EU-based sub-processors are used
 - The United States, for specific support tooling or cloud services that are essential to delivery
 - Other jurisdictions only if contractually agreed and assessed
- Legal safeguards
 - UK GDPR and EU GDPR-compliant Data Processing Agreement, including:
 - UK International Data Transfer Agreement (IDTA) or UK Addendum to EU Standard Contractual Clauses (SCCs) for any restricted transfers
 - Transfer Impact Assessments (TIAs) documenting risks and additional measures
 - Flow-down of equivalent obligations to all sub-processors
 - Where applicable, reliance on adequacy regulations or decisions
- Technical and organisational measures
 - Encryption at rest and in transit, key management, and strict role-based access control with MFA
 - Tenant isolation, least-privilege access, and just-in-time elevation for support
 - Security monitoring, vulnerability management, and audited access logs
 - Data minimisation, pseudonymisation where feasible, and retention controls
 - Verified deletion on contract end or at your request, including backups per policy
- Transparency and control
 - Up-to-date sub-processor register with locations and services
 - Advance notice and your approval process for material changes
 - Option to restrict data residency to UK-only or EU-only and to disable non-essential transfers

If you prefer UK-only processing, we can scope the service to avoid any overseas transfers and confirm the sub-processor list accordingly.

Notes and clarifications

Please provide any notes or clarifications here – note that any provisions in this section will not supersede the specification, RfQ or draft contract unless agreed by Bracknell Forest Council.

- *All pricing will be fixed for the initial contract year, with transparent renewal terms.*
- *Greenly proposes to deliver both **Option 1** and **Option 2**, enabling Bracknell Forest Council to scale from baseline measurement to full emissions strategy support as required.*

Schedule 6 CLARIFICATIONS

Extract from the message of 01/10/2025 to all bidders in response to a request for clarification:

1. The pre-formatted boxes do not need to remain at a fixed size and can be resized to fit your response provided it remains within the guideline length.
2. Only suppliers who meet the minimum scoring criteria, as outlined in the scoring matrix, will be considered for award of the contract. The price offered will have no bearing on that judgement; the full scoring process (on price and quality) will only be used to decide between suppliers who meet the minimum requirements.
3. [There is an] ambiguity in the documentation. We wish to obtain an initial estimate of our scope 3 emissions, with a breakdown, by 31 March 2026 and ideally by 30 Nov 2025 in order to assist us with making initial plans to reduce scope 3 emissions and identify suppliers or services to target first. We would be open to discussions with the successful supplier on how best to do this - whether this would be looking at data from the first two quarters of FY 2025/26 or at the previous financial year's data. We understand that the final emissions figure for FY 2025/26 won't be available until later in 2026 - the aim would be to have it by mid-June 2026 for reporting purposes. As set out in the scoring table, the frequency of ongoing updates for monitoring purposes will be considered as part of the scoring process.

Extract from the message of 30/10/2025 updating timelines:

Thank you for submitting your tenders for this contract which were very much appreciated. We have completed the evaluation process but need more time than we anticipated to get approval to award the contract. [...] The aim of having an initial scope 3 estimate by 30 November will of course be adjusted in discussion with the successful supplier to reflect this delay.

Both Parties acknowledge that, following the presentation of the Contractor's Initial Proposals, commercial discussions took place and the Parties concluded that the Services to be provided to the Council are detailed in the below scope of work (SOW).

This Statement of Work defines the Greenly Solution and sets guidelines for effective service delivery. By subscribing, the Council agrees to follow these guidelines, or the Service Provider ("Greenly") will not be responsible for any service failure. The document specifies expected inputs and outputs for the Services. Time limits refer to both customer-facing, online communication and analysis time, and are set based on our experience.

1. Platform Access

Service	Description
Account Setup	<ul style="list-style-type: none">• 12 month platform access from signature date• 1 Main User designated by the Council, who would invite additional users, with a maximum of 50 users, unless specified in the SOW• Pricing is adapted to the number of employees communicated by the Council to the Service Provider. Any change in number of employees can lead to a change in applicable pricing.• Updates of software included in the services
Access to Online Support	<ul style="list-style-type: none">• Unlimited access to human Online Support during European working hours through dedicated chatbox• Access to support articles on Help Center and training videos via the platform
Greenly Academy	<ul style="list-style-type: none">• Comprehensive resources and practical tools to understand the

	<p>challenges related to climate change and regulations</p> <ul style="list-style-type: none"> Templates and guides in creating actionable plans and reports
Offset Portfolio	<ul style="list-style-type: none"> Portfolio of offset projects directly from the platform with online checkout Alternative payment methods can be accommodated through Account Manager or Online Support The Offset projects are offered by a network of external partners. No support on Offset project selection will be offered by the Service Provider

1.1 Net Zero Contributor Package

Service	Description
Kick Off Meeting	<ul style="list-style-type: none"> 1h online meeting with a Greenly Project Manager: brief presentation of the fundamentals of climate strategy and Greenly's carbon assessment process Platform demonstration and Council specific Q&A Cancellation or rescheduling notice must be provided at least 24 hours prior to the scheduled meeting Pre-recorded sessions in English and in French available on the platform
Project Manager Support	<ul style="list-style-type: none"> Dedicated Project Manager alongside the Online Support team, within the limits of 50 hours per year Professional Services include project management, additional analysis, emails and all professional services. The Council shall assign a single point of contact within their organisation, ensure proper roll-out with other stakeholders and centralise communications with the Greenly Project Manager Any Professional Service will cease at the earliest of (i) 2 weeks after the report download and (ii) the end of the Council's subscription. Unlimited access to human Online Support during European working hours through dedicated chatbox
Data Collection	<ul style="list-style-type: none"> Activity modules adapted to Council industry as described in Appendix 1, and financial data module Import of data by the Council, following Greenly templates, within the limits of volume defined in Appendix 1 Up to 10 distinct financial files or software connections can be uploaded, in up to 3 different format or accounting standard Automatic weekly reminders emails to users assigned to activity modules Automatic quality checks on data provided Missing data: the Council shall make hypotheses to complete the module Activity tagging to generate specific dashboards (geography, entity, business unit) Once the module is marked as completed by the Council, Greenly will perform a data review - no data modification or input after this point Data gathering, formatting, cleaning, translating, re-upload and support on missing data hypotheses are not included
Financial Data categorisation	<ul style="list-style-type: none"> Automatic attribution of categories to financial transactions from the Greenly algorithm with a Categorisation Confidence Score Financial data categorised among 275 categories (list here) Validation of categorisation by the Council Global average categorisation score - Greenly advises to reach a

	minimum average categorisation score of 80% before progressing to the next steps
Data Collection - Employee Module	<ul style="list-style-type: none"> Measure of employee related emissions through an employee survey on the platform Data collection on transportation, meals and remote work. Please refer to Appendix 2 for more information on methodology Languages available: English, French, Dutch, Spanish, German, Italian, Portuguese, Polish and Swedish. Training resources only available in English or French Progress dashboards and consolidated survey results on the platform Employee access to a personal platform with climate training quizzes and other resources Customisation of the survey with available options only Email campaign can be launched from importing email addresses on the platform or directly from the Council's email system with QR code or unique link provided on the platform Below 60% response rate, emissions for the non-respondents will be extrapolated with standard emissions Data collection outside the platform, customisation, translation of the survey are not included
Supplier Maturity Scoring Module	<ul style="list-style-type: none"> Import of suppliers' contacts (i) directly on the platform, inputting suppliers information, (ii) in a bulk import in excel format, following the template available on the platform, or (iii) by generating and sharing an invitation link to suppliers using own communication channels Automated email campaign launched (5 emails), prompting suppliers to fill a questionnaire on a dedicated platform Scoring of suppliers carbon maturity on several topics, aligned with Greenly's scoring methodology (GHG measurement, action plan, trajectory, raising awareness among third parties, offsetting) Online support for suppliers within their own platform Access to suppliers' answers and score through supplier directory, access to suppliers already scored Advanced analytics, customization of questionnaire and support on sustainable procurement strategy are not included
Suppliers Emission Factors	<ul style="list-style-type: none"> When not covered in the activity data collection, supplier-specific emission factors will be used if the emission factor already exists in the Greenly database (e.g. publicly disclosed in SBTi or other frameworks) If the supplier does not exist in the Greenly database, a short data collection survey (scope 1, 2, 3 emissions and report upload) can be sent to your main suppliers. As part of this package, Greenly will create Suppliers EFs for up to 10 of them The Council will share the survey via a link available on the platform Short audit conducted by Greenly on the supplier's answers based on the report uploaded and industry benchmarks Greenly will not contact suppliers directly nor customise the survey for the Council. No in depth audit will be done on the supplier's GHG report quality
Custom Climate Strategy	<ul style="list-style-type: none"> 1h online workshop dedicated to action plan definition. The Council is responsible for the organisation and internal communication around the workshop The Council must schedule the workshop within 30 days after the GHG report is made available on the platform. After this time, Greenly will re-allocate their resources and the workshop will not be delivered. Recommendations of emissions reduction actions by Greenly, adapted to the Council emissions, industry and activity

	<ul style="list-style-type: none"> • Prioritisation of the action plan implementation • Joint identification of potential challenges and owners for each reduction action, evaluation of the feasibility of each action • Quantification of the CO2eq impact of the implementation of the selected actions. Quantification of custom actions will be limited to 5 actions.
Trajectory Builder	<ul style="list-style-type: none"> • Feature allowing users to create reduction scenarios • Simulation of emissions based on all selected actions and the following attributes: final objective, action implementation starting date and end date • 30-minute online onboarding session can be provided upon request • The Trajectory Builder allows for trajectory simulations at a single level (Company, Business Unit, Country, or Site level). Additional trajectories for additional entities are not included
Scope 3 Trajectory	<ul style="list-style-type: none"> • Integration of the supplier's trajectory in the Council's emissions reduction trajectory • If the supplier's trajectory does not exist in the Greenly database, a short data collection survey (reduction trajectory and supporting document upload) can be sent to up to 10 suppliers • The Council will share the survey via a link available on the platform • Greenly will not contact suppliers directly nor customise the survey for the Council. No in depth audit will be done on the supplier's trajectory
Exports	<ul style="list-style-type: none"> • One Greenhouse Gas (GHG) Report on the platform for a single entity within 10 business days upon the completion of data quality checks, including: <ul style="list-style-type: none"> ◦ The company's scope 1, scope 2 and scope 3 GHG emissions ◦ The main sources of GHG emissions per Greenly categories ◦ Methodological details on how the main emission sources were computed • Report updates can be requested within seven days, and will only be met if reasonable (i.e. not resulting from data input flaws) • Auditability Export of all the calculations made for the GHG Assessment, for a full methodology audit of the GHG report • 30 min online Results Presentation Meeting to present the final results of the GHG Report and the Custom Action Plan • 45 min online Climate Journey Overview meeting to present the results to other stakeholders of the company • Additional meetings, reports, reports re-edition or customisation, data updates, reformatting, additional slides, analysis or entities are not included
Deadline	<ul style="list-style-type: none"> • Deadlines can be set at least 2 weeks in advance • Greenly shall not be held accountable for not meeting the deadline if the Council does not correctly complete all required tasks on the platform at least 2 weeks prior (inc. filling all available activity modules and answering inquiries in relation to data collection)
Disclaimers	<ul style="list-style-type: none"> • GHG Results will be based on provided information, Greenly shall not be held accountable for inaccurate reports based on inaccurate Council data or categorisation • Reduction actions may incur implementation costs, for which the Service Provider shall not be responsible. The Council alone is responsible for assessing the feasibility and suitability of the suggestions within the context of its own operational constraints, budgetary considerations, and objectives. Greenly shall not be liable for any direct or indirect damages, including but not limited to financial losses, arising from the implementation or non-implementation of the suggestions

	<ul style="list-style-type: none">• All Professional Services will cease upon termination of the subscription, whether the exports have been delivered or not. The Council is responsible for completing all tasks prior to subscription term, or they would have to renew their subscription to benefit from Professional Services
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For the avoidance of doubt, the options listed in Appendix 3 are not included in the package and will be charged as additional services.

Appendix 1. Activity modules available by industry and package

Below is the list of available activity modules by package and by industry.

Package	GHG Compliance	Extra Modules included in Climate Action Ready	Extra Modules included in Net Zero Contributor
Industry	Included modules		
Services	Travel, IT Inventory	Consultants & Contractors, Cloud*, Vehicle Fleet	Visitor and Client Transport, Ads, Data Centers
Technology	Travel, IT Inventory	Cloud*, Vehicle Fleet, Data Centers	Consultants & Contractors, Visitor and Client Transport, Ads, Advanced Cloud
Manufacturing & Construction	Off-Road Fuels, IT Inventory	Freight, Product Purchase, Waste, Travel, Product Use	Water, Vehicle Fleet, Product Use and End of Life
Retail	IT Inventory	Product Purchase, Freight, Travel	Water, Waste, Vehicle Fleet, Product Use and End of Life
Food Services	IT Inventory	Food Purchase, Freight, Travel	Water, Product Purchase, Waste, Vehicle Fleet
Food Production	IT Inventory, Off Road Fuel	Food Purchase, Freight, Waste, Travel	Vehicle Fleet, Product Purchase, Water, Product End of Life
Investment Funds	n.a.	Investments/Insurance/Real Estate, Travel, IT Inventory	Consultants & Contractors, Vehicle Fleet, Cloud*
Mobility	Travel, IT Inventory	Vehicle Fleet, Visitor & Client Transport, Cloud*	Waste, Ads, Consultant & Contractors
Logistics	Freight, IT Inventory	Waste, Vehicle Fleet, Travel	Product Purchase
Others	Travel, IT Inventory	Waste, Vehicle Fleet, Freight	Product Purchase, Ads, Cloud*
For all activity and spend based modules: number of imported lines limits per module			
Volume	10,000	50,000	100,000

* Cloud module: only available for AWS, GCP, AZURE, OVH, Rackspace. Limited to 1 provider. For AWS and Azure, data collection via API connection. Manual data collection will be charged as additional services.

All modules are available for all customers as an upgrade, and can be purchased in addition to the included modules: Ads, Advanced Cloud, Advanced Freight, Cloud*, Consultants & Contractors, Data Centers, Freight, Machine Inventory, Product Purchase, Product Use and End of Life, Visitor and Client Transport, Water, Waste.

Appendix 2. Methodology Notice

Greenly guarantees the Report regulatory compliance, whether complying with the GHG Protocol or the Bilan de Gaz à Effet de Serre guidelines.

Data treatment shall maximise report quality given Council's input. Report quality is evaluated according to two main factors: (i) comprehensiveness, whether the assessment covers all the significant sources of GHG emissions for the Council and (ii) accuracy, whether the results reflect the actual GHG emissions level.

Results provided in tons of CO2 equivalent, with up to 2 decimals at Greenly's discretion, depending on the assessment accuracy.

1. Report's Comprehensiveness

Report quality will depend on the provided inputs and scope of chosen emission factors.

Greenly shall not be held responsible for report quality if partial data is provided, unless the Council notifies Greenly and completes the necessary tasks to compensate for missing data. These tasks include data extrapolation or estimates from benchmark and scientific literature. Support in these tasks is not included by default and will be charged as additional services.

2. Report's Accuracy

Greenly undertakes to use its best efforts to accurately estimate the Council GHG emissions. The Council acknowledges that the estimates' accuracy will depend on data input granularity, data input accuracy and choice of emission factors.

Impact on Accuracy	Description
Input Granularity	<p>Input granularity refers to the Council's data level of details. Granularity depends on data availability and chosen package (cf activity modules summarised in Appendix 1)</p> <p>The Council shall take the appropriate steps within their organisation to ensure relevant departments provide data granularity that corresponds to the level of expected accuracy from the report</p> <p>Greenly shall not be held accountable for poor report quality if it can be traced back to input data granularity</p>
Input Accuracy	<p>Greenly will assume all data provided by the Council is correct. Greenly shall not be held accountable for report quality resulting from the data provided not reflecting the Council's activity</p> <p>Greenly will perform quality checks to detect incorrect information to support in the identification of errors. Quality checks include benchmarking and consistency checks</p>
Emission Factor Selection	<p>Greenly undertakes to use its best efforts to select the most appropriate available emission factors and curate its emission factor management, in order to maximise Report's Accuracy</p> <p>The creation of custom emission factors beyond Greenly's database, or integration of the Council's own emission factors will be charged as professional services (cf point 5)</p> <p>Modelling real-life emissions with linear relations between input data and emissions factors, as imposed by common GHG Accounting methodologies, can lead to limited accuracy. Actual GHG emissions are not purely linear: provided results should thus be interpreted carefully.</p> <p>While the methodology allows to identify main emission sources, it does not allow specifying real emissions levels with more than a 10-80%</p>

	accuracy depending on the package. Greenly shall not be held responsible for this inherent uncertainty
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3. Default emission factor selection

Greenly will systematically choose the emission factor having the smallest application perimeter covering the described product or services.

If various emissions factors are applicable, the selection will be made based on the reliability of their source as established by the scientific community.

Thus, when choosing an emission factor, if various emissions factors match equally well with the input data, the factors will be chosen in the following order to maximize accuracy:

- Custom emissions factors created or validated by Greenly using the LCA methodology
- Recognized emissions factors from reference databases
- Emissions factors from complementary industry specific databases or other sources

To ensure the compliance, integrity, comparability and credibility of the reports, Greenly is the sole decision maker in the selection of emission factors.

4. Emission Factor databases

The extensive list of databases below are included by default in the packages, ensuring maximum granularity and quality. Any research for additional emission factors is not included and can be charged as Professional Services.

Emission Factor type	Description
Monetary emission factors	<p>Custom emission factors:</p> <ul style="list-style-type: none"> ○ Supplier specific emission factors (see dedicated paragraph below) ○ Internal calculations based on official emission factors database(s) ○ Internal calculations based on other sources (benchmarks, research papers, etc) <p>Reference databases:</p> <ul style="list-style-type: none"> ○ Base Empreinte, ADEME ○ Exiobase ○ Supply Chain Greenhouse Emission Factors, USEEIO, EPA ○ CDP
Activity emission factors	<p>Reference databases:</p> <ul style="list-style-type: none"> ○ Base Empreinte, ADEME ○ GHG conversion factors, DEFRA ○ GHG emission factor hub, EPA <p>Module-specific databases:</p> <ul style="list-style-type: none"> ○ IEA ○ EGRID ○ Miteco ○ Ecoinvent ○ Mobitool ○ GLEC ○ HBEFA ○ Agribalyse ○ Carboncloud Climatehub ○ Cornell Hotel Sustainability Benchmarking Index ○ Boavizta

	<ul style="list-style-type: none"> ○ Supplier product LCA ○ INIES ○ International EPD System ○ Healthcare LCA ○ APHP
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5. Custom Emission Factors

The request for emission factors creation is an additional service not included by default. For the avoidance of doubt, the request in itself does not necessarily lead to the creation of the emission factor, as multiple criteria must be met for the emission factor to be included in the database.

If the creation of emission factors is required to comply with a relevant reporting standard, and if this condition is identified prior to the edition of the GHG Report, research and addition to the database will be provided to the Council at no cost.

The creation of custom emission factors after the publication of the report will not justify a re-edition of the GHG Report to include these new emission factors. New report production and additional presentation meetings will be charged as Professional Services.

Solution	Description
Supplier Emission Factor	<p>Data collection from the supplier carbon scoring modules or standard suppliers data collection survey, shared via a link available on the platform</p> <p>Short audit conducted by Greenly on the supplier's answers based on the report uploaded and industry benchmarks</p> <p>10 suppliers emission factors included in the NZC Package by default</p> <p>Monetary supplier emission factors will only be created for service and product purchases when</p> <ul style="list-style-type: none"> ○ An activity-based study isn't feasible ○ The supplier has only one core activity and not diversified businesses ○ There is an increase in the calculation accuracy versus a generic average monetary emission factor
Custom Emission Factor Research	<p>Scientific research of custom emission factors specific to the Council</p> <p>Greenly reserves the right to refuse to provide such service if existing emission factors are considered sufficiently precise, or if the created emission factor does not meet quality criteria</p> <p>The research process generally takes three weeks. Shall the resulting emission factor fail to meet Greenly's quality requirements, the emission factor will not be created</p> <p>If the research leads to the creation of an emission factor, deliverables associated with the services are emission factor ratios (kgCO₂eq/unit), a short methodology description, uncertainty expressed in %, fully auditable computations and integration of the emission factor in the platform</p>
Audit and Integration of Custom Emission Factors	<p>Council emission factors can be integrated into the Council's GHG reports and in the Greenly database</p> <p>Greenly will conduct an audit of the provided emission factors. If the emission factor meets Greenly's quality requirements, the emission factor can be added to the Greenly database and the Council's GHG report</p> <p>This audit and integration to the Greenly database is free if the emission factor provided comes from a reputable source as per Greenly's</p>

	standard. Otherwise, only the first 10 emissions factors can be integrated for free.
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Greenly's quality requirements for the creation or integration of a custom emission factor include, but are not limited to:

- Assumption, methodology choices, perimeters, system boundary and functional unit are detailed and disclosed
- Latest scientific literature and database available
- Emissions factors used are methodologically consistent with our database (Global warming potential used, GHG accounted for, location based/market based, etc)
- Emissions factors used stem from reference databases
- Resulting emission factor is consistent with the best available knowledge (reference emission factors, previous supplier data, etc).

6. Employees Emissions

Employees' carbon footprint is calculated based on data on transportation, meals, and remote work.

The calculations are based on physical emission factors, which include, but are not limited to, the types of fuels used for transportation and heating, and the types of meals consumed at work. Meals-related emissions are not included in the company's scope 3 according to the GHG Protocol methodology.

For electric vehicles, global average electricity mix factors are retained for the calculations.

Appendix 3. Services Not Included in Standard Packages

Additional Services requested by the Council will be charged on a fee or hourly basis upon execution. The below table summarises the available options not included in the standard packages. Contact your Account Manager for pricing details.

Option name	Description
GHG Assessment Add-ons	
Custom API Integration	API integration for data collection beyond the software available on the platform
SSO Integration	Single Sign On login
PAI Reporting	SFDR PAI questionnaire sent to portfolio companies
US Utility API Connection	Connection to US Utility API for data collection
Additional Accounting File	Additional Accounting file beyond what is included in the package, or in different formats
Extra Volume in modules	Additional lines of activities or expenses beyond the package limits
Scope Extension	
Additional Activity Module	Activity modules beyond those included in the package
Quarterly Analysis	In platform data input and updated dashboards No report included
Monthly Analysis	In platform data input and updated dashboards No report included
Professional Services	
Project Manager	Professional Services beyond the package limit
In-Person Kick-off or workshop	In Europe only Does not cover travel expenses
CEO Intervention	Online workshop with Greenly founder & CEO
Data cleaning & formatting	Support in data formatting to fit Greenly's templates
Supplier contact research	Research of the right contact at the supplier's company for the supplier carbon scoring module
Custom Dashboard	Additional dashboard on the platform
Report Update & Re-edition	Report re-edition following new data input, amendments, emission factors creation
Climate Fresk	Climate training workshop for groups up to 10 people

Accelerated Deadline	Deadline below the package limit
Custom slides	On an hourly basis - editable slides can be provided for free
Categorisation Support	On an hourly basis
Additional analysis	Additional GHG related analysis
Trajectory Costs analysis	On a daily basis
Auditor's Meeting	Meeting with your auditors regarding your GHG Report

Schedule 7 **EMPLOYMENT (PART C – NO TRANSFER OF EMPLOYEES)**

1. DEFINITIONS

In this Schedule, the following definitions shall apply:

“Contractor’s Final Contractor Personnel List”	a list provided by the Contractor of all Contractor Personnel who will transfer under the Employment Regulations on the Service Transfer Date;
“Contractor’s Provisional Contractor Personnel List”	a list prepared and updated by the Contractor of all Contractor Personnel who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Contractor;
“Employee Liabilities”	<p>all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation related to employment including in relation to the following:</p> <ul style="list-style-type: none">(a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;(b) unfair, wrongful or constructive dismissal compensation;(c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;(d) compensation for less favourable treatment of part-time workers or fixed term employees;(e) outstanding employment debts and unlawful deduction of wages including any PAYE and national insurance contributions;(f) employment claims whether in tort, contract or statute or otherwise;(g) any investigation relating to employment matters by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;
“Employment Regulations”	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced;
“Former Contractor”	a Contractor supplying services to the Council before the Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall

	include any sub-contractor of such Contractor (or any sub-contractor of any such sub-contractor);
“Notified Sub-contractor”	a Sub-contractor identified in Annex 1 to Part E of this Schedule to whom Transferring Council Employees and/or Transferring Former Contractor Employees will transfer on a Relevant Transfer Date;
“Replacement Sub-Contractor”	a sub-contractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any sub-contractor of any such sub-contractor);
“Relevant Transfer”	a transfer of employment to which the Employment Regulations applies;
“Relevant Transfer Date”	in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place;
“Service Transfer”	any transfer of the Services (or any part of the Services), for whatever reason, from the Contractor or any Sub-contractor to a Replacement Contractor or a Replacement Sub-contractor;
“Service Transfer Date”	the date of a Service Transfer or, if more than one, the date of the relevant Service Transfer as the context requires;
“Staffing Information”	<p>in relation to all persons identified on the Contractor's Provisional Contractor Personnel List or Contractor's Final Contractor Personnel List, as the case may be, such information as the Council may reasonably request (subject to all applicable provisions of the Data Protection Legislation), but including in an anonymised format:</p> <ul style="list-style-type: none"> (a) their ages, dates of commencement of employment or engagement, gender and place of work; (b) details of whether they are employed, self employed contractors or consultants, agency workers or otherwise; (c) the identity of the employer or relevant contracting Party; (d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments; (e) their wages, salaries, bonuses and profit sharing arrangements as applicable; (f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them; (g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);

- (h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;
- (i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and
- (j) any other “employee liability information” as such term is defined in regulation 11 of the Employment Regulations;

“Transferring Council Employees”

those employees of the Council to whom the Employment Regulations will apply on the Relevant Transfer Date;

“Transferring Former Contractor Employees”

in relation to a Former Contractor, those employees of the Former Contractor to whom the Employment Regulations will apply on the Relevant Transfer Date; and

“Transferring Contractor Employees”

those employees of the Contractor and/or the Contractor’s Sub-contractors to whom the Employment Regulations will apply on the Service Transfer Date.

2. INTERPRETATION

Where a provision in this Schedule imposes an obligation on the Contractor to provide an indemnity, undertaking or warranty, the Contractor shall procure that each of its Sub-contractors shall comply with such obligation and provide such indemnity, undertaking or warranty to the Council, Former Contractor, Replacement Contractor or Replacement Sub-contractor, as the case may be.

PART C: No transfer of employees at commencement of Services

1. PROCEDURE IN THE EVENT OF TRANSFER

- 1.1. The Council and the Contractor agree that the commencement of the provision of the Services or of any part of the Services will not be a Relevant Transfer in relation to any employees of the Council and/or any Former Contractor.
- 1.2. If any employee of the Council and/or a Former Contractor claims, or it is determined in relation to any employee of the Council and/or a Former Contractor, that his/her contract of employment has been transferred from the Council and/or the Former Contractor to the Contractor and/or any Sub-contractor pursuant to the Employment Regulations then:
 - 1.2.1. the Contractor shall, and shall procure that the relevant Sub-contractor shall, within 5 Working Days of becoming aware of that fact, give notice in writing to the Council and, where required by the Council, give notice to the Former Contractor; and
 - 1.2.2. the Council and/or the Former Contractor may offer (or may procure, but is under no obligation to procure, that a third party may offer) employment to such person within 15 Working Days of the notification by the Contractor or the Sub-contractor (as appropriate) or take such other reasonable steps as the Council or Former Contractor (as the case may be) considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Legislation. Unless required to by applicable Legislation, the Council and/or the Former Contractor is under no obligation to offer (or procure that a third party offers) employment to anyone who has been made redundant prior to the commencement of the Services.
- 1.3. If an offer referred to in Paragraph 3.2(b) is accepted (or if the situation has otherwise been resolved by the Council and/or the Former Contractor), the Contractor shall, or shall procure that the Sub-contractor shall, immediately release the person from his/her employment or alleged employment.
- 1.4. If by the end of the 15 Working Day period specified in Paragraph 3.2(b):
 - 1.4.1. no such offer of employment has been made;
 - 1.4.2. such offer has been made but not accepted; or
 - 1.4.3. the situation has not otherwise been resolved,

the Contractor and/or the Sub-contractor may within 5 Working Days give notice to terminate the employment or alleged employment of such person.

2. INFORMATION

- 2.1. The Contractor shall or procure that the Sub-Contractor provide all relevant employee details including, but not limited to, names, ages, job titles, terms and conditions of employment, length of service and any other information required under TUPE, no later than 28 days prior to the transfer.
- 2.2. The Contractor and/or the Sub-Contractor warrants that all information provided to the Council under this clause will be accurate, complete, and up to date as at the date

of the Transfer and will notify the Council immediately of any changes or updates to such information.

- 2.3. The Contractor and/or the Sub-Contractor shall cooperate fully with the Council, including providing any further information, access to records, or assisting in any other reasonable manner to ensure compliance with TUPE, including but not limited to consultations with employees or representatives of employees as required under TUPE.
- 2.4. In the event that any failure by the Contractor and/or the Sub-Contractor to provide complete, accurate and timely employee information results in the Council incurring any liability or costs (including, without limitation, claims by transferring employees), the Contractor and/or the Sub - Contractor shall indemnify the Council against such liability or costs.
- 2.5. The Contractor and/or the Sub-Contractor shall ensure that it has obtained all necessary consents from employees to provide the information referred to in this clause, and that the transfer of such information complies with applicable data protection legislation.

3. INDEMNITIES

- 3.1 Subject to the Contractor and/or the relevant Sub-contractor acting in accordance with the provisions of Paragraphs 3.2 to 3.4 and in accordance with all applicable employment procedures set out in applicable Legislation and subject also to Paragraph 5.4, the Council shall:
 - (a) indemnify the Contractor and/or the relevant Sub-contractor against all Employee Liabilities arising out of the termination of the employment of any employees of the Council referred to in Paragraph 3.2 made pursuant to the provisions of Paragraph 3.4 provided that the Contractor takes, or shall procure that the Notified Sub-contractor takes, all reasonable steps to minimise any such Employee Liabilities; and
 - (b) procure that the Former Contractor indemnifies the Contractor and/or any Notified Sub-contractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Contractor referred to in Paragraph 3.2 made pursuant to the provisions of Paragraph 3.4 provided that the Contractor takes, or shall procure that the relevant Sub-contractor takes, all reasonable steps to minimise any such Employee Liabilities.

3.2 If any such person as is described in Paragraph 3.2 is neither re employed by the Council and/or the Former Contractor as appropriate nor dismissed by the Contractor and/or any Sub-contractor within the 15 Working Day period referred to in Paragraph 3.4 such person shall be treated as having transferred to the Contractor and/or the Sub-contractor (as appropriate) and the Contractor shall, or shall procure that the Sub-contractor shall, comply with such obligations as may be imposed upon it under Legislation.

3.3 Where any person remains employed by the Contractor and/or any Sub-contractor pursuant to Paragraph 5.2, all Employee Liabilities in relation to such employee shall remain with the Contractor and/or the Sub-contractor and the Contractor shall indemnify the Council and any Former Contractor, and shall procure that the Sub-contractor shall indemnify the Council and any Former Contractor, against any Employee Liabilities that either of them may incur in respect of any such employees of the Contractor and/or employees of the Sub-contractor.

3.4 The indemnities in Paragraph 5.1:

(a) shall not apply to:

(i) any claim for:

(A) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or

(B) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,

in any case in relation to any alleged act or omission of the Contractor and/or any Sub-contractor; or

(ii) any claim that the termination of employment was unfair because the Contractor and/or any Sub-contractor neglected to follow a fair dismissal procedure; and

(b) shall apply only where the notification referred to in Paragraph 3.2(a) is made by the Contractor and/or any Sub-contractor to the Council and, if applicable, Former Contractor within 6 months of the Effective Date.

4. PROCUREMENT OBLIGATIONS

4.1. Where in this Part C the Council accepts an obligation to procure that a Former Contractor does or does not do something, such obligation shall be limited so that it extends only to the extent that the Council's contract with the Former Contractor contains a contractual right in that regard which the Council may enforce, or otherwise so that it requires only that the Council must use reasonable endeavours to procure that the Former Contractor does or does not act accordingly.

5. PENSION OBLIGATIONS

5.1. The Contractor shall comply with its obligations under the Pension Act 2008 to enrol eligible employees (as defined in the Pension Act 2008) into a workplace pension scheme.

PART E: EMPLOYMENT EXIT PROVISIONS

1. PRE-SERVICE TRANSFER OBLIGATIONS

1.1 The Contractor agrees that within 20 Working Days of the earliest of:

- (a) receipt of a notification from the Council of a Service Transfer or intended Service Transfer;
- (b) receipt of the giving of notice of early termination of the whole or any part of this Contract;
- (c) the date which is 12 months before the end of the Term; and
- (d) receipt of a written request of the Council at any time (provided that the Council shall only be entitled to make one such request in any 3 month period),

it shall provide in a suitably anonymised format so as to comply with Data Protection Legislation, the Contractor's Provisional Contractor Personnel List, together with the Staffing Information and it shall provide an updated Contractor's Provisional Contractor Personnel List at such intervals as are reasonably requested by the Council.

1.2 At least 20 Working Days prior to the Service Transfer Date, the Contractor shall provide to the Council or at the direction of the Council to any Replacement Contractor and/or any Replacement Sub-contractor:

- (a) the Contractor's Final Contractor Personnel List, which shall identify which of the Contractor Personnel are Transferring Contractor Employees; and
- (b) the Staffing Information in relation to the Contractor's Final Contractor Personnel List (insofar as such information has not previously been provided).

1.3 The Council shall be permitted to use and disclose information provided by the Contractor under Paragraphs 1.1 and 1.2 for the purpose of informing any prospective Replacement Contractor and/or Replacement Sub-contractor.

1.4 The Contractor warrants, for the benefit of the Council, any Replacement Contractor, and any Replacement Sub-contractor that all information provided pursuant to Paragraphs 1.1 and 1.2 shall be true and accurate in all material respects at the time of providing the information.

1.5 From the date of the earliest event referred to in Paragraph 1.1(a), 1.1(b) and 1.1(c), the Contractor agrees, that it shall not, and agrees to procure that each Sub-contractor shall not, assign any person to the provision of the Services who is not listed on the Contractor's Provisional Contractor Personnel List and shall not without the approval of the Council (not to be unreasonably withheld or delayed):

- (a) replace or re-deploy any Contractor Personnel listed on the Contractor Provisional Contractor Personnel List other than where any replacement is of equivalent grade, skills, experience and expertise
- (b) and is employed on the same terms and conditions of employment as the person he/she replaces;
- (c) make, promise, propose, permit or implement any material changes to the terms and conditions of employment of the Contractor Personnel (including pensions and any payments connected with the termination of employment);
- (d) increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Contractor Personnel save for fulfilling assignments and projects previously scheduled and agreed;
- (e) 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 Contractor Personnel List;

- (f) increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services); or
- (g) terminate or give notice to terminate the employment or contracts of any persons on the Contractor's Provisional Contractor Personnel List save by due disciplinary process,

and shall promptly notify, and procure that each Sub-contractor shall promptly notify, the Council or, at the direction of the Council, any Replacement Contractor and any Replacement Sub-contractor of any notice to terminate employment given by the Contractor or relevant Sub-contractor or received from any persons listed on the Contractor's Provisional Contractor Personnel List regardless of when such notice takes effect.

- 1.6 During the Contract Period, the Contractor shall provide, and shall procure that each Sub-contractor shall provide, to the Council any information the Council may reasonably require relating to the manner in which the Services are organised, which shall include:
 - (a) the numbers of employees engaged in providing the Services;
 - (b) the percentage of time spent by each employee engaged in providing the Services;
 - (c) the extent to which each employee qualifies for membership of the Local Government Pension Scheme or any Contractor Scheme set up pursuant to the provisions of Part D (Pensions) of this Schedule 8 as appropriate); and
 - (d) a description of the nature of the work undertaken by each employee by location.
- 1.7 The Contractor shall provide, and shall procure that each Sub-contractor shall provide, all reasonable cooperation and assistance to the Council, any Replacement Contractor and/or any Replacement Sub-contractor to ensure the smooth transfer of the Transferring Contractor Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Contractor Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within 5 Working Days following the Service Transfer Date, the Contractor shall provide, and shall procure that each Sub-contractor shall provide, to the Council or, at the direction of the Council, to any Replacement Contractor and/or any Replacement Sub-contractor (as appropriate), in respect of each person on the Contractor's Final Contractor Personnel List who is a Transferring Contractor Employee:
 - (a) the most recent month's copy pay slip data;
 - (b) details of cumulative pay for tax and pension purposes;
 - (c) details of cumulative tax paid;
 - (d) tax code;
 - (e) details of any voluntary deductions from pay; and
 - (f) bank/building society account details for payroll purposes.

2. EMPLOYMENT REGULATIONS EXIT PROVISIONS

- 1.1 The Council and the Contractor acknowledge that subsequent to the commencement of the provision of the Services, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination of the whole or any part of this Contract or otherwise) resulting in the Services being undertaken by a Replacement Contractor and/or a Replacement Sub-contractor. Such change in the identity of the Contractor of such services may constitute a Relevant Transfer to which the Employment Regulations will apply. The Council and the Contractor further agree that, as a result of the operation of the Employment Regulations, where a Relevant Transfer occurs, the contracts of employment between the Contractor and the Transferring Contractor Employees (except in relation to any contract terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Contractor and/or a Replacement Sub-contractor (as the case may be) and each such Transferring Contractor Employee.
- 1.2 The Contractor shall, and shall procure that each Sub-contractor shall, comply with all its obligations in respect of the Transferring Contractor Employees arising under the Employment Regulations in respect of the period up to (and including) the Service Transfer Date and shall perform and discharge, and procure that each Sub-contractor shall perform and discharge, all its obligations in respect of all the Transferring Contractor Employees arising in respect of the period up to (and including) the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and all such sums due as a result of any Eligible Employees' participation in the Local Government Pension Scheme or Contractor's Scheme which in any case are attributable in whole or in part to the period ending on (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Contractor and/or the Sub-contractor (as appropriate); and (ii) the Replacement Contractor and/or Replacement Sub-contractor.
- 1.3 Subject to Paragraph 2.4, the Contractor shall indemnify the Council and/or the Replacement Contractor and/or any Replacement Sub-contractor against any Employee Liabilities arising from or as a result of:
 - (a) any act or omission of the Contractor or any Sub-contractor in respect of any Transferring Contractor Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Contractor Employee whether occurring before, on or after the Service Transfer Date;
 - (b) the breach or non-observance by the Contractor or any Sub-contractor occurring on or before the Service Transfer Date of:
 - (i) any collective agreement applicable to the Transferring Contractor Employees; and/or
 - (ii) any other custom or practice with a trade union or staff association in respect of any Transferring Contractor Employees which the Contractor or any Sub-contractor is contractually bound to honour;
 - (c) any claim by any trade union or other body or person representing any Transferring Contractor Employees arising from or connected with any failure by the Contractor or a Sub-contractor to comply with any legal obligation to such trade union, body or person arising on or before the Service Transfer Date;
 - (d) any proceeding, claim or demand by HMRC or other statutory Council in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - (i) in relation to any Transferring Contractor Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on and before the Service Transfer Date; and

- (ii) in relation to any employee who is not identified in the Contractor's Final Contractor Personnel List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Contractor to the Council and/or Replacement Contractor and/or any Replacement Sub-contractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or before the Service Transfer Date;
- (e) a failure of the Contractor or any Sub-contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Contractor Employees in respect of the period up to (and including) the Service Transfer Date;
- (f) any claim made by or in respect of any person employed or formerly employed by the Contractor or any Sub-contractor other than a Transferring Contractor Employee identified in the Contractor's Final Contractor Personnel List for whom it is alleged the Council and/or the Replacement Contractor and/or any Replacement Sub-contractor may be liable by virtue of this Agreement and/or the Employment Regulations and
- (g) any claim made by or in respect of a Transferring Contractor Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Contractor Employee relating to any act or omission of the Contractor or any Sub-contractor in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Council and/or Replacement Contractor to comply with regulation 13(4) of the Employment Regulations.

1.4 The indemnities in Paragraph 2.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Contractor and/or any Replacement Sub-contractor whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities:

- (a) arising out of the resignation of any Transferring Contractor Employee before the Service Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Replacement Contractor and/or any Replacement Sub-contractor to occur in the period on or after the Service Transfer Date); or
- (b) arising from the Replacement Contractor's failure, and/or Replacement Sub-contractor's failure, to comply with its obligations under the Employment Regulations.

1.5 If any person who is not identified in the Contractor's Final Contractor Personnel list claims, or it is determined in relation to any person who is not identified in the Contractor's Final Contractor Personnel list, that his/her contract of employment has been transferred from the Contractor or any Sub-contractor to the Replacement Contractor and/or Replacement Sub-contractor pursuant to the Employment Regulations, then:

- (a) the Council shall procure that the Replacement Contractor shall, or any Replacement Sub-contractor shall, within 5 Working Days of becoming aware of that fact, give notice in writing to the Contractor; and
- (b) the Contractor may offer (or may procure that a Sub-contractor may offer) employment to such person within 15 Working Days of the notification by the Replacement Contractor and/or any and/or Replacement Sub-contractor or take such other reasonable steps as it considers appropriate to deal with the matter provided always that such steps are in compliance with Legislation.

1.6 If such offer is accepted, or if the situation has otherwise been resolved by the Contractor or a Sub-contractor, the Council shall procure that the Replacement Contractor shall, or procure that the Replacement Sub-contractor shall, immediately release or procure the release of the person from his/her employment or alleged employment.

1.7 If after the 15 Working Day period specified in Paragraph 2.5(b) has elapsed:

- (a) no such offer of employment has been made;
- (b) such offer has been made but not accepted; or
- (c) the situation has not otherwise been resolved

the Council shall advise the Replacement Contractor and/or Replacement Sub-contractor, as appropriate that it may within 5 Working Days give notice to terminate the employment or alleged employment of such person.

1.8 Subject to the Replacement Contractor and/or Replacement Sub-contractor acting in accordance with the provisions of Paragraphs 2.5 to 2.7, and in accordance with all applicable proper employment procedures set out in applicable Legislation, the Contractor shall indemnify the Replacement Contractor and/or Replacement Sub-contractor against all Employee Liabilities arising out of the termination of employment pursuant to the provisions of Paragraph 2.7 provided that the Replacement Contractor takes, or shall procure that the Replacement Sub-contractor takes, all reasonable steps to minimise any such Employee Liabilities.

1.9 The indemnity in Paragraph 2.8:

- (a) shall not apply to:
 - (i) any claim for:
 - (A) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
 - (B) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,
 - in any case in relation to any alleged act or omission of the Replacement Contractor and/or Replacement Sub-contractor; or
 - (ii) any claim that the termination of employment was unfair because the Replacement Contractor and/or Replacement Sub-contractor neglected to follow a fair dismissal procedure; and
- (b) shall apply only where the notification referred to in Paragraph 2.5(a) is made by the Replacement Contractor and/or Replacement Sub-contractor to the Contractor within 6 months of the Service Transfer Date.

1.10 If any such person as is described in Paragraph 2.5 is neither re-employed by the Contractor or any Sub-contractor nor dismissed by the Replacement Contractor and/or Replacement Sub-contractor within the time scales set out in Paragraphs 2.5 to 2.7, such person shall be treated as a Transferring Contractor Employee.

1.11 The Contractor shall comply, and shall procure that each Sub-contractor shall comply, with all its obligations under the Employment Regulations and shall perform and discharge, and shall procure that each Sub-contractor shall perform and discharge, all its obligations in respect of any person identified in the Contractor's Final Contractor Personnel list before and on the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and such sums due as a result of any Fair Deal Employees' participation in the Schemes and any requirement to set up a broadly comparable pension scheme which in any case are attributable in whole or in part in respect of the period up to (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between:

- (a) the Contractor and/or any Sub-contractor; and
- (b) the Replacement Contractor and/or the Replacement Sub-contractor.

1.12 The Contractor shall, and shall procure that each Sub-contractor shall, promptly provide to the Council and any Replacement Contractor and/or Replacement Sub-contractor, in writing such information as is necessary to enable the Council, the Replacement Contractor and/or Replacement Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Council shall procure that the Replacement Contractor and/or Replacement Sub-contractor, shall promptly provide to the Contractor and each Sub-contractor in writing such information as is necessary to enable the Contractor and each Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations.

1.13 Subject to Paragraph 2.14, the Council shall procure that the Replacement Contractor indemnifies the Contractor on its own behalf and on behalf of any Replacement Sub-contractor and its sub-contractors against any Employee Liabilities arising from or as a result of:

- (a) any act or omission of the Replacement Contractor and/or Replacement Sub-contractor in respect of any Transferring Contractor Employee identified in the Contractor's Final Contractor Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Contractor Employee;
- (b) the breach or non-observance by the Replacement Contractor and/or Replacement Sub-contractor on or after the Service Transfer Date of:
 - (i) any collective agreement applicable to the Transferring Contractor Employees identified in the Contractor's Final Contractor Personnel List; and/or
 - (ii) any custom or practice in respect of any Transferring Contractor Employees identified in the Contractor's Final Contractor Personnel List which the Replacement Contractor and/or Replacement Sub-contractor is contractually bound to honour;
- (c) any claim by any trade union or other body or person representing any Transferring Contractor Employees identified in the Contractor's Final Contractor Personnel List arising from or connected with any failure by the Replacement Contractor and/or Replacement Sub-contractor to comply with any legal obligation to such trade union, body or person arising on or after the Service Transfer Date;
- (d) any proposal by the Replacement Contractor and/or Replacement Sub-contractor to change the terms and conditions of employment or working conditions of any

Transferring Contractor Employees identified in the Contractor's Final Contractor Personnel List on or after their transfer to the Replacement Contractor or Replacement Sub-contractor (as the case may be) on the Service Transfer Date, or to change the terms and conditions of employment or working conditions of any person identified in the Contractor's Final Contractor Personnel List who would have been a Transferring Contractor Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Service Transfer Date as a result of or for a reason connected to such proposed changes

- (e) any statement communicated to or action undertaken by the Replacement Contractor or Replacement Sub-contractor to, or in respect of, any Transferring Contractor Employee identified in the Contractor's Final Contractor Personnel List on or before the Service Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Contractor in writing;
- (f) any proceeding, claim or demand by HMRC or other statutory Council in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - (i) in relation to any Transferring Contractor Employee identified in the Contractor's Final Contractor Personnel List, to the extent that the proceeding, claim or demand by HMRC or other statutory Council relates to financial obligations arising after the Service Transfer Date; and
 - (ii) in relation to any employee who is not a Transferring Contractor Employee identified in the Contractor's Final Contractor Personnel List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Contractor or Sub-contractor, to the Replacement Contractor or Replacement Sub-contractor to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date;
- (g) a failure of the Replacement Contractor or Replacement Sub-contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Contractor Employees identified in the Contractor's Final Contractor Personnel List in respect of the period from (and including) the Service Transfer Date; and
- (h) any claim made by or in respect of a Transferring Contractor Employee identified in the Contractor's Final Contractor Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Contractor Employee relating to any act or omission of the Replacement Contractor or Replacement Sub-contractor in relation to obligations under regulation 13 of the Employment Regulations.

1.14 The indemnities in Paragraph 2.13 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Contractor and/or any Sub-contractor (as applicable) whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities arising from the failure by the Contractor and/or any Sub-contractor (as applicable) to comply with its obligations under the Employment Regulations.

ANNEX 1: LIST OF NOTIFIED SUB-CONTRACTORS

N/A

CERTIFICATE of SIGNATURE

REF. NUMBER
EWIKC-UB4TW-A6EVK-7BEFF

DOCUMENT COMPLETED BY ALL PARTIES ON
18 DEC 2025 13:36:06
UTC

SIGNER	TIMESTAMP	SIGNATURE
LAETITIA CARLE EMAIL LAETITIA@GREENLY.EARTH	SENT 18 DEC 2025 13:12:21 VIEWED 18 DEC 2025 13:14:05 SIGNED 18 DEC 2025 13:14:24	 IP ADDRESS 104.28.243.188 LOCATION PARIS, FRANCE
RECIPIENT VERIFICATION		
EMAIL VERIFIED 18 DEC 2025 13:14:05		
KEVIN GIBBS EMAIL KEVIN.GIBBS@BRACKNELL-FOREST.GOV.UK	SENT 18 DEC 2025 13:12:21 VIEWED 18 DEC 2025 13:35:01 SIGNED 18 DEC 2025 13:36:06	 IP ADDRESS 109.159.206.228 LOCATION BRACKNELL, UNITED KINGDOM
RECIPIENT VERIFICATION		
EMAIL VERIFIED 18 DEC 2025 13:35:01		

