

DATED 01 AUGUST 2025

ESSEX COUNTY COUNCIL

AND

ESSEX TREE CARE LIMITED

CONTRACT FOR THE PROVISION OF TREE WATERING AND MAINTENANCE SERVICE

LOT 2 (SOUTHERN CLUSTER)

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THIS AGREEMENT IS DATED

1ST AUGUST 2025

BETWEEN:

- (1) **ESSEX COUNTY COUNCIL** of County Hall, Chelmsford, Essex, CM1 1QH (the “**Authority**”); and
- (2) **ESSEX TREE CARE LIMITED** whose [registered office] is at [Unit 10, 80 Lytham Road, Preston, PR2 3AQ and whose registered number is 09692713 (the “**Contractor**”).

RECITALS

- (A) On 2nd June 2025 the Authority advertised on Find a Tender inviting the Contractor to submit a proposal for the 1097 Tree Watering and Maintenance - Lot 2 (Southern Cluster) tender in accordance with its Constitution in connection with the Authority’s requirements for the provision of the Services.
- (B) On the basis of the Contractor’s response to the advertisement and a subsequent tender process, the Authority has selected the Contractor to provide the Services as its preferred contractor and the Contractor undertakes to provide the Services on the terms set out below.

IT IS AGREED as follows:

1. COMMENCEMENT AND DURATION

- 1.1 This Agreement and the rights and obligations of the Parties under this Agreement shall take effect on the Commencement Date and shall continue for the Contract Term.
- 1.2 Defined terms used in this Agreement shall have the meanings given to them in Schedule 1 of this Agreement.

2. THE SERVICES

- 2.1 In consideration of the Authority’s agreement to pay the Payment, the Contractor shall supply the Services to the Authority from the Service Commencement Date to the Expiry Date subject to and in accordance with the terms and conditions of this Agreement.
- 2.2 The Contractor shall provide the Services to the Authority in accordance with:
 - 2.2.1 the Authority’s requirements as set out in Schedule 2 (Services Specification);
 - 2.2.2 where applicable, the Authority’s requirements as set out in Schedule 7 (Safeguarding) for the supply of goods and/or services which require the safeguarding of children, families and vulnerable adults.
 - 2.2.3 where applicable, the Authority’s requirements as set out in Schedule 10 for the supply of goods and/or services which require clinical governance;
 - 2.2.4 all applicable Legislation;

- 2.2.5 the Authority's Policies as the same may be updated by the Authority from time to time and as notified by the Authority to the Contractor; and
- 2.2.6 Good Industry Practice and
- 2.2.7 The Web Content Accessibility Guidelines, as updated and amended from time to time.
- 2.3 The Authority may by written notice to the Contractor at any time request a variation to the scope of the Services. In the event that the Contractor agrees to any variation to the scope of the Services, the Payment shall be subject to fair and reasonable adjustment to be agreed in writing between the Authority and the Contractor.
- 2.4 NOT USED
- 2.5 Neither Party shall have any liability under or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which result from circumstances beyond the reasonable control of the Party affected. Each Party shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than two (2) months, either Party may terminate this Agreement by written notice to the other Party.
- 2.6 The Authority acknowledges the Contractor's Tender and the Contractor confirms that it shall deliver the Services in accordance with its proposals set out in the Contractor's Tender and any change to such proposals in the Contractor's Tender is not permitted without the Authority's consent. The Authority's acceptance of any part of the Contractor's Tender (and/or associated method statements) is not an acceptance by the Authority that the Contractor's Tender (or associated method statements) satisfy or will meet the requirements, outcome or needs identified in the Services Specification. In relation to such Contractor's Tender, the Contractor shall as required under the Services Specification and/or as requested by the Authority prepare method statements for each element of the Services containing detailed methodology to achieve each required outcome. The method statements must be cross-referenced to the Services Specification outputs/outcomes to which they relate.
- 2.7 The Parties have agreed the implementation, installation and mobilisation programme set out in the Contractor's Tender which complies with any key dates or deliverables set out in the Services Specification. Any changes to such programme(s) requires the consent of the Authority.

3. PAYMENT

- 3.1 In consideration of the provision of the Services, save where an invoice is in dispute, the Authority shall pay the Services Payment to the Contractor within thirty (30) days of receipt of a correct and valid invoice submitted in accordance with this clause 3 and Schedule 4 (Payment Schedule) of this Agreement.
- 3.2 All sums payable under this Agreement unless otherwise stated are exclusive of VAT. Any VAT payable in respect of such sums shall be payable in addition to such sums.
- 3.3 The prices for the Services shall remain fixed unless otherwise agreed by the Authority and the Contractor or as specified within Schedule 4 (Payment Schedule) of this Agreement.
- 3.4 The Contractor shall submit all invoices to the address stated on the purchase order within twenty-eight (28) days of supplying any Services. In the absence of express provision in this Agreement, the Contractor may not present any invoice before delivery of the Services to which it relates.

- 3.5 Where the “Accelerated Payment Rebate Scheme” applies to this Agreement, the Parties will comply with Appendix 2 of Schedule 4 (Payment Schedule) of this Agreement.
- 3.6 The Authority will not be liable to pay for the Services unless requisitioned by an official order through the Authority’s Marketplace system and in accordance with the E-Procurement Requirements set out at Appendix 1 of Schedule 4 (Payment Schedule) of this Agreement.
- 3.7 The Contractor shall complete an “Electronic Purchase to Payment Form” as used from time to time by the Authority. The Authority shall pay the Contractor by Bankers’ Automatic Clearing Service (BACS). The Authority reserves the right to use other methods of payments where, in the Authority’s absolute discretion, it is appropriate.
- 3.8 By the thirtieth day after receipt of the valid and correct invoice, the payment will leave the account of the Authority. The Authority will not be liable for any time after that taken to clear through the banking system.
- 3.9 The Contractor shall comply with any additional requirements in relation to invoices set out in Schedule 4 (Payment Schedule) of this Agreement.
- 3.10 Each invoice shall be submitted to the address detailed on the purchase order and include supporting information required by the Authority to verify the accuracy of the invoice, including the relevant purchase order number. The purchase order number must be quoted on all invoices and delivery notes and failure to do so will result in the invoice being returned unpaid.
- 3.11 The Authority may, without prejudice to any other rights and remedies under this Agreement, withhold or reduce payments in the event of unsatisfactory performance by the Contractor of its obligations under this Agreement.
- 3.12 The Authority will make payment direct to the Contractor only and not to any agent of the Contractor, nor to a Sub-Contractor.
- 3.13 The receipt or payment of any sum by either Party shall be without prejudice to the correctness of the sum and either Party may require the correction of incorrect payments.
- 3.14 The Contractor shall not, whether himself, or by any person employed by him, solicit or accept any gratuity, tip or any other form of money taking or reward, collection or charge for any part of the Services other than the Payment.
- 3.15 If there is a dispute between the Parties as to the amount invoiced, the Authority shall notify the Contractor within seven (7) days of receipt of the invoice. The Parties shall then communicate with one another with a view to resolving the dispute. The Authority shall only make payment once the dispute has been resolved. Payment will be made within thirty (30) days after the date that the dispute has been resolved. The Contractor shall not suspend the supply of Services. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 9 (Dispute Resolution Procedure).
- 3.16 If a payment of an undisputed amount is not made by the Authority by the due date, then the Authority shall pay the Contractor interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.
- 3.17 The Contractor shall seek to pay its supply chain within thirty (30) days. In the event that the Contractor enters into a sub-contract in connection with this Agreement, the Contractor shall ensure that a term

is included in the sub-contract that requires the Contractor to pay all sums due under the sub-contract to the Sub-Contractor within a specified period, not exceeding thirty (30) days, from the date of receipt of a valid invoice as defined by the terms of the sub-contract.

- 3.18 The Contractor shall indemnify the Authority on a continuing basis against any liability, including any interest, penalties or costs incurred, which is levied, demanded or assessed on the Authority at any time in respect of the Contractor's failure to account for or to pay any VAT relating to payments made to the Contractor under this Agreement. Any amounts due under this **Error! Bookmark not defined.** shall be paid by the Contractor to the Authority not less than five (5) Working Days before the date on which the tax or other liability is payable by the Authority.
- 3.19 At any time during the Contract Term (including for the avoidance of doubt, at any time before and/or after payment by the Authority to the Contractor) the Authority shall be entitled to validate any claim for payment made by the Contractor. At all times the Contractor shall provide all necessary assistance as requested by the Authority to enable the Authority to validate any claim for payment made by the Contractor.
- 3.20 Where the Authority pays the Contractor in advance, any amount of funding which is over and above the activity completed by the termination date shall be returned to the Authority. The Authority shall be entitled to seek repayment of such sums as a debt in the event that they are not repaid upon expiry.
- 3.21 If any sum of money is recoverable from or payable by the Contractor under this Agreement (including any sum which the Contractor is liable to pay to the Authority in respect of any breach of this Agreement), that sum may be deducted unilaterally by the Authority from any sum then due, or which may come due, to the Contractor under this Agreement or under any other agreement or contract with the Authority.
- 3.22 All amounts due under this Agreement from the Contractor to the Authority shall be paid in full without any set-off, counterclaim, deduction or withholding (other than deduction or withholding tax as required by law).

4. WARRANTIES AND REPRESENTATIONS

- 4.1 The Contractor warrants and represents that:
- 4.1.1 it has full capacity and has taken all steps and obtained all approvals to enable it to lawfully enter into and to perform each of its obligations under this Agreement;
 - 4.1.2 it is not in default in the payment of any due and payable taxes or in the filing, registration or recording of any document or under any legal or statutory obligation or requirement which default might have a material adverse effect on its business, assets or financial condition or its ability to observe or perform its obligations under this Agreement;
 - 4.1.3 there are no actions, suits or proceedings or regulatory investigations before any court or administrative body or arbitration tribunal or, to its knowledge, threatened against it that might affect its ability to perform its obligations under this Agreement;
- 4.2 The Contractor shall not in any way be relieved from any obligation under this Agreement nor shall it be entitled to claim against the Authority on grounds that any information, whether obtained from the

Authority or otherwise is incorrect or insufficient and shall make its own enquiries as to the accuracy and adequacy of that information.

5. INDEMNITY

- 5.1 Nothing in this Agreement is to be deemed to exclude or limit either party's liability in respect of death or personal injury arising as a result of that party's negligence, fraud or any breach of any obligations implied by section 2 of the Supply of Goods and Services Act 1982.
- 5.2 The Contractor shall not be responsible for any injury, loss, damage, cost or expense suffered by the Authority if and to the extent that it is caused by the negligence or wilful misconduct of the Authority or by breach by the Authority of its obligations under this Agreement.
- 5.3 The Contractor shall be responsible for and indemnify the Authority, its employees, agents and contractors on demand from and against all Losses arising out of or in connection with this Agreement including in respect of death and personal injury, loss of or damage to property and breach of statutory duty which is caused directly or indirectly by the performance or non-performance by the Contractor of its obligations under this Agreement.
- 5.4 This clause 5 shall not apply to the extent that the Contractor is able to demonstrate that such death or personal injury, loss or damage to property or breach of statutory duty was not caused or contributed to by its negligence or default, or the negligence or default of its staff or sub-contractors, or by any circumstances within its or their control.

6. INSURANCE

- 6.1 The Contractor shall during the Contract Term take out and maintain or procure the maintenance of the following insurances:
 - 6.1.1 Employer's liability insurance to provide an indemnity of not less than Five Million Pounds (£5,000,000) in respect of any one claim or series of claims arising out of one incident;
 - 6.1.2 Third party public liability to provide an indemnity of not less than Five Million Pounds (£5,000,000) in respect of any one claim or series of claims arising out of one incident;
 - 6.1.3 Comprehensive Motor Insurance
 - 6.1.4 any other insurances that may be required by law.
- 6.2 The Contractor shall provide to the Authority evidence [and copies] on request of all insurance policies required under this clause 6 including but not limited to the name of the insurer and premium paid.
- 6.3 If the Contractor is in breach of this clause 6, the Authority may pay any premia required to keep such insurances in force or itself procure such insurance and may in either case recover such amounts from the Contractor on written demand.
- 6.4 Failure to comply with the insurance provisions of this Agreement shall not limit or relieve the Contractor of its liabilities and obligations under this Agreement

7. TERMINATION

Termination on Authority Break Point

- 7.1 The Authority may terminate this Agreement on any of the Authority Break Point Dates by complying with its obligations under clauses 7.2 to 7.3 below.
- 7.2 If the Authority wishes to terminate this Agreement under clause 7.1, it must give notice to the Contractor stating:
- 7.2.1 that the Authority is terminating this Agreement under clause 7.1; and
 - 7.2.2 that this Agreement will terminate on the date specified in the notice, which must be a minimum of twenty (20) Working Days after the date of receipt of the notice.
- 7.3 This Agreement shall terminate on the date specified in the notice referred to in clause 7.2 above.

Termination on Contractor Default

- 7.4 Subject to clause 7.5, the Authority may terminate this Agreement, or terminate the provision of any part of this Agreement by written notice to the Contractor with immediate effect if the Contractor commits a Contractor Default and if:
- 7.4.1 the Contractor is in continuing or material breach of any terms of this Agreement and the breach is incapable of remedy;
 - 7.4.2 the Contractor is in continuing or material breach of any terms of this Agreement and, the breach is capable of remedy, but the Contractor fails to remedy such breach within fourteen (14) days service of a written notice from the Authority, specifying the breach and requiring it to be remedied;
 - 7.4.3 the Contractor has not remedied the Contractor Default to the satisfaction of the Authority within twenty five (25) Working Days, or such other period as may be specified by the Authority, after issue of a written notice specifying the Contractor Default and requesting it to be remedied; or
 - 7.4.4 the Contractor Default is not, in the opinion of the Authority, capable of remedy; or
 - 7.4.5 the Contractor Default is a material breach of this Agreement.
- 7.5 If the Contractor Default which has occurred is an Insolvency Event of Default or if the Contractor is convicted of an offence under the Corporate Manslaughter and Corporate Homicide Act 2007 arising out of or in connection with the delivery of the Services, the Authority may in its sole discretion give notice terminating this Agreement whereupon this Agreement shall terminate with immediate effect.

8. CONSEQUENCES OF EXPIRY OR TERMINATION

- 8.1 The Contractor and the Authority shall each carry out their respective responsibilities in accordance with this Agreement until the Expiry Date or earlier termination in accordance with this Agreement.
- 8.2 The Contractor shall use all reasonable endeavours to assist the Authority to effect an orderly continuation of the Services after termination or expiry of this Agreement in such a manner as the Authority may reasonably require and will undertake the required tasks and responses detailed in Schedule 9 (Exit).

- 8.3 The costs of any assistance provided by the Contractor under clause 8.2 shall be borne by the Contractor.
- 8.4 On termination or expiry of this Agreement, neither Party shall have any further obligations or rights with respect to the other Party provided that termination of this Agreement shall not affect the continuing rights and obligations of the Parties under clauses 5 (Indemnity), 9 (Dispute Resolution Procedure), 11 (Confidentiality), 12 (Assignment and Sub-Contracting) and 20 (Law and Jurisdiction)] or under any other provision of this Agreement that is expressed to survive termination or is required to give effect to such termination or the consequences of such termination.

9. DISPUTE RESOLUTION PROCEDURE

- 9.1 Any dispute or difference arising out of or in connection with this Agreement (whether such disputes are in contract or tort or arise out of or under any rule of common law or equity or under any statute) shall be resolved pursuant to this clause 9.
- 9.2 The Parties shall each use reasonable endeavours to resolve a Dispute by means of prompt, bona fide discussion at a managerial level appropriate to the Dispute in question.
- 9.3 In the event that a Dispute is not resolved within seven (7) Working Days of it having been referred to a managerial level for discussion then either Party may refer it to Chief Executive or equivalent officer of each Party for resolution and the same shall meet for discussion within fourteen (14) Working Days thereafter or such longer period as the Parties may agree.
- 9.4 If the dispute is not resolved within twenty (20) Working Days of escalation of the dispute in accordance with clauses 9.1 to 9.3, the parties shall refer the dispute to mediation in accordance with the CEDR Model Mediation Procedure.
- 9.5 If the parties cannot agree on a mediator, the parties shall appoint a mediator nominated by CEDR.
- 9.6 The parties shall use their reasonable endeavours to conclude the mediation within forty (40) Working Days of referral of the dispute to mediation.
- 9.7 If
- 9.7.1 either Party is dissatisfied with or otherwise wishes to challenge the Mediator's decision; or
- 9.7.2 both Parties agree
- then either Party may , within fifteen (15) Working Days of the conclusion of the mediation , notify the other Party of its intention to refer the dispute to litigation and for such purposes the parties agree that the Courts shall have exclusive jurisdiction in relation to all matters in respect of this Agreement.
- 9.8 Where any Dispute is referred to litigation pursuant to clause 9.7 the Courts shall have full power to disregard, open-up, review and/or revise any opinion, certificate, instruction, determination or decision of whatever nature given or made under this Agreement, to vary or cancel the recommendations of the Mediator and, where appropriate, to order financial compensation to be paid by one party to the other.
- 9.9 The Parties shall continue to comply with, observe and perform all their obligations hereunder regardless of the nature of the Dispute and notwithstanding the referral of the Dispute for resolution

under this clause and shall give effect forthwith to every recommendation of the Mediator and the Courts delivered under this clause.

10. INTELLECTUAL PROPERTY

- 10.1 Where the Services are designed, created or otherwise developed by or for the Contractor pursuant to this Agreement, then all intellectual property rights therein or relating thereto throughout the world (including without limitation, patents, copyrights, design rights, registered designs, trademarks, service marks and know-how and the rights to apply for any of the foregoing) ("the Intellectual Property Rights") shall belong to the Authority absolutely. The Contractor hereby assigns the Intellectual Property Rights to the Authority with the intent that upon the making or creation thereof the Intellectual Property Rights shall automatically vest in the Authority.
- 10.2 The Contractor shall at the Authority's request (and notwithstanding the termination of this Agreement) sign and execute and procure the signature and execution of all such documents and do all such acts as the Authority may reasonably require:
- 10.2.1 to vest the legal title in, apply for, obtain and maintain in force in the Authority's sole name (unless it otherwise directs) any Intellectual Property Rights;
 - 10.2.2 to resist any objection or opposition to obtaining, and any petitions or applications for revocation of, any of the Intellectual Property Rights; and
 - 10.2.3 to bring any proceedings for infringement of any of the Intellectual Property Rights.
- 10.3 The Contractor irrevocably undertakes that neither it nor any other person will assert against the Authority or any third party any moral rights in or relating to the Intellectual Property Rights and warrants that all such moral rights are irrevocably waived and extinguished. For the purpose of this clause 10 "**moral rights**" shall have the meaning ascribed thereto by the Copyright, Designs and Patents 1988 Act and all rights similar or corresponding thereto subsisting in any other country of the world from time to time.

11. CONFIDENTIALITY, EQUALITY, HUMAN RIGHTS, AND MODERN SLAVERY

- 11.1 The Contractor acknowledges the Authority's obligations under the FOIA, the EIR, the Equality Act 2010, the Human Rights Act 1998 and Modern Slavery Act 2015 and any codes of practice and best guidance notes issued by the Government and appropriate enforcement agencies. The Contractor shall comply with this legislation in so far as it places obligations on it as well as facilitating the Authority's compliance. The Contractor acknowledges that the Authority may be required to provide information relating to this Agreement or information relating to the Contractor to a person in order to comply with the Authority's obligations under the aforementioned legislation.
- 11.2 The Contractor shall comply with the provisions set out in Schedule 6 (Information Handling).

11A DATA PROTECTION

- 11A.1 The parties agree to comply with their obligations under the Data Protection Legislation as set out in:
- 11A.1.1 The Data Protection Schedule at Schedule 11 of this Agreement;

11A.1.2 The Authority's Information Handling Schedule at Schedule 6 of this Agreement; and

11A.1.3 The Authority's Information Policy at Schedule 8 of this Agreement.

11B FREEDOM OF INFORMATION

11B.1 The Contractor acknowledges that the Authority is subject to the requirements of the FOIA, the EIR, the SVGA 2006 and any subordinate legislation made under these Acts or Regulations from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation and shall assist and cooperate with the Authority (at the Contractor's expense) to enable the Authority to comply with these Information disclosure requirements.

11B.2 The Contractor shall, and shall procure that its sub-contractors shall:

11B.2.1 transfer the Request for Information to the Authority as soon as practicable after receipt and in any event within two (2) Working Days of receiving a Request for Information;

11B.2.2 provide the Authority with a copy of all Information in its possession or power in the form that the Authority requires within [five (5) Working Days (or such other period as the Authority may specify) of the Authority requesting that Information; and

11B.2.3 provide all necessary assistance as reasonably requested by the Authority to enable the Authority to respond to a Request for Information within the time for compliance set out in section 10 of the FOIA, regulation 5 of the EIR or section 37 of the SVGA 2006.

11B.3 The Authority shall be responsible for determining at its absolute discretion whether the Commercially Sensitive Information and/or any other Information:

11B.3.1 is exempt from disclosure in accordance with the provisions of the FOIA, SVGA 2006 or the EIR;

11B.3.2 is to be disclosed in response to a Request for Information, and

11B.3.3 in no event shall the Contractor respond directly to a Request for Information unless expressly authorised to do so by the Authority.

11B.4 The Contractor acknowledges that the Authority may, acting in accordance with the Department for Constitutional Affairs' Code of Practice on the Discharge of Functions of Public Authorities under Part I of the Freedom of Information Act 2000, be obliged under the FOIA or the Environmental Information Regulations to disclose Information:-

11B.4.1 without consulting with the Contractor, or

11B.4.2 following consultation with the Contractor and having taken its views into account.

11B.5 The Contractor shall ensure that all Information produced in the course of this Agreement or relating to this Agreement is retained for disclosure and shall permit the Authority to inspect such records as requested from time to time.

11B.6 The Contractor acknowledges that any lists or Schedules provided by it outlining Confidential Information are of indicative value only and that the Authority may nevertheless be obliged to disclose Confidential Information.

12. ASSIGNMENT AND SUB-CONTRACTING

- 12.1 The Contractor shall not without the written consent of the Authority assign, sub-contract, novate or in any way dispose of the benefit and/ or the burden of this Agreement or any part of this Agreement. The Authority may, in the granting of such consent, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal. The Contractor shall be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.
- 12.2 Where the Contractor enters into a sub-contract for the purpose of performing its obligations under this Agreement, it shall ensure that a provision is included in such sub-contract which requires payment to be made of all sums due by the Contractor to the sub-contractor within a specified period not exceeding thirty (30) days from the receipt of a valid invoice.
- 12.3 Where the Authority has consented to the placing of sub-contracts, the Contractor shall, at the request of the Authority, send copies of each sub-contract, to the Authority as soon as is reasonably practicable.
- 12.4 The Authority may assign, novate, or otherwise dispose of its rights and obligations under this Agreement without the consent of the Contractor provided that such assignment, novation or disposal shall not increase the burden of the Contractor's obligations under this Agreement.

13. CHANGE CONTROL PROCEDURE

- 13.1 Either Party may request a change to the Services in accordance with the Change Control Procedure.

14. VARIATION

This Agreement can only be varied or amended provided that such variation or amendment is agreed in writing by an authorised representative of the Authority and the Contractor.

15. ENTIRE AGREEMENT

The Parties acknowledge that this Agreement sets forth the entire agreement between them with respect to the provision of the Services and supersedes and replaces all prior communications, drafts, representations, warranties, stipulations, undertakings and agreements of whatsoever nature, whether oral or written, between the Parties.

16. NO WAIVER

- 16.1 No waiver of any of the provisions of this Agreement shall be effective unless it is expressed to be a waiver in writing and communicated in accordance with clause 18 (Notices).
- 16.2 No waiver under clause 16.1 shall be a waiver of a past or future default or breach, nor shall it amend, delete or add to the terms, conditions or provisions of this Agreement unless (and then only to the extent) expressly stated in that waiver.

17. SEVERANCE

If any term, condition or provision contained in this Agreement shall be held to be invalid, unlawful or unenforceable to any extent, such term, condition or provision of this Agreement shall not affect the validity, legality or enforceability of the remaining parts of this Agreement.

18. NOTICES

Any notice required by this Agreement to be given by either Party to the other shall be in writing and shall be served personally, by fax or by sending the same by registered post or recorded delivery to the following:

	Contractor	Authority
Address:		
For the attention of:		
Tel:		
Fax:		
E-mail:		

- 18.1 Any notice served personally will be deemed to have been served on the day of delivery, provided delivery is before 5.00pm on a given Day; otherwise delivery shall be deemed to occur on the next day, any notice sent by post will be deemed to have been served forty eight (48) hours after it was posted and any notice sent by fax will be deemed to have been served twenty four (24) hours after it was despatched. An email shall be deemed delivered when sent unless an error message has been received.
- 18.2 Notices under clause 7 (Termination) may be served by email or fax only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause 18.1 above.

19. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

The Parties agree that this Agreement shall not be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Act 1999 and any rights contained therein are excluded.

20. NO PARTNERSHIP OR AGENCY

This Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in this Agreement. Neither Party shall have, nor represent that it has any authority to make any commitments on the other Party's behalf.

21. REMEDIES AND ACTION PLAN

- 21.1 Except as otherwise expressly provided by this Agreement, all remedies available to the Contractor or to the Authority for breach of this Agreement (whether under this Agreement, statute or common law) are cumulative and may be exercised concurrently or separately and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of any other remedies.
- 21.2 If the Contractor fails to supply the Services in accordance with this Agreement (and in the Authority's reasonable opinion such failure is capable of remedy), the Authority's Authorised Representative shall notify the Contractor's Authorised Representative of such failure in writing. Such notice shall request the Contractor to produce a plan which details the Contractor Proposals and timescales necessary to rectify the failures detailed in the Authority's notice (the Action Plan) and submit such plan to the Authority's Authorised Representative within seven (7) Working Days of the notice from the Authority.
- 21.3 If the Action Plan, in the Authority's reasonable opinion, does not propose adequate steps to rectify the failures specified by the Authority in the notice served by it pursuant to Clause 21 (Remedies and Action Plan), the Contractor shall within two (2) Calendar Days of such notification amend the Action Plan in order to adequately rectify the failures to the Authority's reasonable satisfaction.
- 21.4 The Authority's Authorised Representative shall notify the Contractor's Authorised Representative in writing of the Authority's acceptance of the Action Plan.
- 21.5 The Contractor shall report on its implementation of the Action Plan and rectification of the identified failures and the Authority shall review the Contractor's performance and implementation of the Action Plan.
- 21.6 If the Contractor fails to agree and/or implement and/or complete an Action Plan, the Authority shall be entitled to:
- 21.6.1 terminate this Agreement on giving thirty (30) Calendar Days written notice to the Contractor unless the continuation of the Services for an additional thirty (30) Calendar Days has the potential to cause the Authority to be in breach of any statutory duty in which case the Authority may terminate this Agreement immediately in accordance with the provisions of Clause 7 (Termination).
- 21.7 Without prejudice to any other rights and remedies either Party may have, the Contractor shall reimburse the Authority on demand for any reasonable costs incurred by the Authority as a consequence of the Contractor's failure to comply with any agreed Action Plan.
- 21.8 If the Contractor's failure is not (in the Authority's reasonable opinion) capable of remedy or is (in the Authority's reasonable opinion) so serious the failure has the potential to cause the Authority to be in breach of any statutory duty the Authority may terminate this Agreement immediately in accordance with the provisions of Clause 7 (Termination).

22. LAW AND JURISDICTION

The validity, construction and performance of this Agreement, and all contractual and non-contractual matters arising out of it, shall be governed by the laws of England and shall be subject to the exclusive jurisdiction of the courts of England.

23. PUBLICITY

The Contractor shall not by itself, its employees or agents and shall procure that its sub-contractors shall not communicate with representatives of the press, television, radio or other communications media on any matter concerning this Agreement without the prior written approval of the Authority.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Signed for and on behalf of Essex County Council

Samantha Kennedy

(Signed)

Samantha Kennedy

(Print Name)

30 July 2025

(Date Signed)

Signed for and on behalf of Essex Tree Care Limited

David Goulding

(Signed)

David Goulding

(Print Name)

29 July 2025

(Date Signed)

SCHEDULE 1

Definitions and Interpretation

1. The terms and expressions used in this Agreement shall have the meanings set out below:

“Agreement”

means this agreement which forms the contract between the Authority and the Contractor which includes any schedules, appendices, annexures or other documents referenced within this agreement;

“Agreement Term”

means the contract period of 1st August 2025 until 31st December 2027;

“Authority”

means Essex County Council;

“Authority Accommodation”

any land, buildings, premises (or part thereof) owned or in the exclusive control of the Authority.

“Authority Assets”

any materials, plant, equipment or other assets of the Authority which the Authority has agreed shall be used by the Contractor in the delivery of the Services

“Authority Data”

means any and all of the following:

(a) all data, records, information, text, drawings, reports diagrams, images, or sounds generated or processed by the Contractor or provided to the Contractor for processing under this Agreement which at all times shall remain the property of the Authority or;

(b) any documentation and information produced by or received from or on behalf of the Authority in relation to the Services and stored on whatever media;

(c) any information or data provided by, obtained or created on behalf of the Authority in delivering the Services and in the case of Personal Data, any data processed on behalf of the Authority where the Authority is the Controller;

“Authority’s Information Policy”

means the Authority’s information policy requirements for contractors (version 2018) or such version as updated from time to time.

“Authority’s Policies”

means the Authority’s policies set out in Schedule 8 (Authority’s Policies);

“British Standard EN16005”

Means the European standard which provides practical advice on safety and best practice to help ensure that powered pedestrian doors are installed with acceptable levels of user safety;

“British Standard EN13241”

Means the European standard which specifies the safety and performance requirements for doors, gates and barriers, intended for installation in areas in the reach of persons, and for which the main intended uses are giving safe access for goods and vehicles accompanied or driven by persons in industrial, commercial or residential premises;

“Carbon Reduction Plan”

means a plan developed by the Contractor which is compliant with the standards of Procurement Policy Notice 06/21;

“CEDR”

means the Centre for Effective Dispute Resolution;

“Change Control Procedure”

means the change control procedures set out in Schedule 5 (Change Control Procedures);

“Commencement Date”

the date of this Agreement;

“Contract Term”

means the period from and including the Commencement Date to the Expiry Date or, if earlier, the date of termination of this Agreement for any reason;

“Contractor Default”

means one of the following events:

- (a) in relation to the Contractor:
 - i. a court makes an order that the Contractor be wound up or a resolution for a voluntary winding-up of the Contractor is passed;
 - ii. any receiver or manager in respect of the Contractor is appointed or possession is taken by or on behalf of any creditor of any property that is the subject of a charge;
 - iii. any voluntary arrangement is made for a composition of debts or a scheme or arrangement is approved under the Insolvency Act 1986 or the Companies Acts 1985 to 2006 in respect of the Contractor;
 - iv. an administration order is made, or an administrator is appointed in respect of the Contractor;
- (b) a breach by the Contractor on any of its obligations under this Agreement which materially and adversely affects the performance of the Services;
- (c) a breach by the Contractor of its obligation to take out and maintain the insurances referred to in clause 6;
- (d) a breach of the Contractor of its obligations in clause 12 (Assignment and Sub-Contracting);

“Contractor’s Tender”

means the tender submitted by the Contractor and other associated documentation set out in Schedule 3 (Contractor’s Tender);

“Controller”

has the meaning given to it in Schedule 11 (Data Protection);

“Data Protection Legislation”

has the meaning given to it in Schedule 11 (Data Protection);

"Dispute"

shall have the meaning given to it in clause 9 (Dispute Resolution Procedure);

“Dispute Resolution Procedure”

means the procedure to deal with disputes as set out at clause 9 (Dispute Resolution Procedure);

“EIR”

means the Environmental Information Regulations 2004 (SI 2004/3391) together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations as amended or re-enacted from time to time and any Act substantially replacing the same;

“Expiry Date”

means 31st December 2027 or such revised date as is agreed pursuant to clause 2.4 of this Agreement;

“FOIA”

means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation as amended or re-enacted from time to time and any Act substantially replacing the same;

“Future Contactor”

means any organisation engaged by the Authority to undertake the supply of goods and/or services similar to the Services after this Agreement terminates.;

“GDPR”

the General Data Protection Regulation (*Regulation (EU) 2016/679*).

“Good Industry Practice”

means the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced contractor in the delivery of the Services seeking in good faith to comply with its contractual obligations, complying with all applicable Legislation and engaged in the same type of undertaking and under the same or similar circumstances and conditions;

“Information”

has the meaning given under Section 84 of the FOIA, which shall include (but is not limited to) information in any form whether relating to the past, present or future and may in particular consist of data, documentation, programs, (including the source code of any programs which the Authority has the right to use), computer output, voice

transmissions, correspondence, calculations, plans, reports, graphs, charts, statistics, records, projections, maps, drawings, vouchers, receipts and accounting records and may consist of or be stored in any form including paper, microfilm, microfiche, photographic negative, computer software and any electronic medium and references herein to Information shall include reference to the medium in which it is stored.

“Information Breach”

means any event that results, or may result, in unauthorised access to Authority Data held by the Contractor under this Agreement, and/or actual or potential loss and/or destruction of Authority Data in breach of this Agreement, including any Personal Data Breach.

“Insolvency Event of Default”

means any of the events listed in limb (a) of the definition of Contractor Default;

“Intellectual Property Rights”

means any and all patents, trademarks, service marks, copyright, data base rights, moral rights, rights in a design, know-how, confidential information, and all or any other intellectual property rights whether or not registered or capable of registration and whether subsisting in the United Kingdom or any other part of the world together with all or any goodwill relating or attached thereto;

“Legislation”

means any Act of Parliament or subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, any exercise of the Royal Prerogative, and any enforceable community right within the meaning of section 2 of the European Communities Act 1972, in each case in the United Kingdom;

“Loss”

means all losses, liabilities, damages, costs, claims, actions, proceedings, compensation, demands, fines, awards, expenses (including reasonable legal fees and disbursements), penalties and interest; whether arising under statute, contract or at common law but excluding Indirect Losses and **Loss** shall be construed accordingly

“Party”

means a party to this Agreement and “Parties” shall be construed accordingly;

“Requests for Information”

has the meaning set out in FOIA or any apparent request for information under the FOIA or the Environmental Information Regulations;

“Service Commencement Date”

means 1st August 2025

“Service User(s)”

means any person in receipt of the Services;

“Services”

means the whole or any part of the goods and/or services to be delivered by the Contractor under this Agreement, as described in the Services Specification;

“Services Payment”

means the payment by the Authority to the Contractor for the provision of the Services in accordance with clause 3 and as calculated in accordance with Schedule 4 (Payment Schedule);

“Services Specification”

means the description of and the Authority’s requirements relating to the goods and/or services to be delivered by the Contractor, as more particularly described in Schedule 2 (Services Specification).

“SET Procedures”

means the Southend Essex and Thurrock Procedures for the Safeguarding Children and Young People as set out by the Essex Safeguarding Children’s Board;

“SOVA”

means the Multiagency guidelines for safeguarding of Vulnerable Adults as set out in the Department of Health No Secrets Policy 2000;

“SVGA 2006”

means the Safeguarding Vulnerable Groups Act 2006;

“Staff”

means all persons employed or engaged by the Contractor to perform the Services inclusive of all persons employed or engaged by the Contractor’s servants, suppliers/providers/contractors, agents, volunteers and/or Sub-contractors (of any tier) used in the performance of the Services and/or in relation to this Agreement.

“Sub-Contractor”

means any person, entity or organisation (including voluntary organisations and charities) to whom the Contractor sub-contracts any of its obligations under this Agreement and “Sub-Contractors” shall be construed accordingly;

“Tender Assistance Date”

means the date referred to in paragraph 2.1.1 of Schedule 9 (Exit); and

“Transfer Plan”

means the transfer plan prepared by the Contractor as referred to in Schedule 9 (Exit);

“Web Content Accessibility Guidelines”

means the Web Content Accessibility Guidelines (as updated from time to time) published by central government, to help encourage the use of services by providing accessible assisted digital user support;

“Working Day(s)”

means a day (other than a Saturday or Sunday) on which banks are open for domestic business in the City of London.

- 1.1 A reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent statute, enactment, order, regulation or instrument or as contained in any subsequent re-enactment thereof.
- 1.2 Save where it is stated to the contrary, any reference to this Agreement or to any other document shall include any permitted variation, amendment or supplement to such document.
- 1.3 Headings are included in this Agreement for ease of reference only and shall not affect the interpretation or construction of this Agreement.
- 1.4 References to clauses, paragraphs, Parts and Schedules are, unless otherwise provided, references to the clauses, paragraphs, Parts and the Schedules to this Agreement.
- 1.5 Except as otherwise expressly provided in this Agreement, all remedies available to the Contractor or to the Authority under this Agreement are cumulative and may be exercised concurrently or separately and the exercise of any one remedy shall not exclude the exercise of any other remedy.
- 1.6 In the case of conflict, the following descending order of precedence shall apply:
 - (a) the terms and conditions set out in the main body of this Agreement;
 - (b) the Schedules of this Agreement (other than Schedule 2 and the Contractor's Tender);
 - (c) Schedule 2 (Services Specification);
 - (d) the Contractor's Tender.
- 1.7 In this Agreement, unless the context otherwise requires:
 - (a) the singular includes the plural and vice versa;
 - (b) reference to a gender includes the other gender and the neuter;
 - (c) references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or government body;
 - (d) a reference to any Legislation includes a reference to that Legislation as amended, extended, consolidated or re-enacted from time to time;
 - (e) the words **“including”**, **“other”**, **“in particular”**, **“for example”** and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words **“without limitation”**;
 - (f) references to “writing” include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;
 - (g) references to this Agreement are references to this Agreement as amended from time to time.

- 1.8 References to any procedure, treaty, law, directive, or other statutory instrument of the European Union or European Community (collectively "EU Law") shall include legislation or Government direction continuing, modifying, or succeeding that EU Law in the United Kingdom.
- 1.9 Each obligation on the Contractor in this Agreement includes an obligation on the Contractor to procure and enforce an equivalent obligation on its Staff (temporary and permanent), contractors, Sub-Contractors and suppliers.

SCHEDULE 2

Services Specification

Essex County Council

Tree Watering and Maintenance SPECIFICATION

Issued 02/06/2025

Procurement Project 1097

Contents

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1. Essex County Council

Essex County Council is dedicated to improving Essex and the lives of our residents. Our ambition is to deliver the best quality of life in Britain. We will achieve this by providing high-quality, targeted services that deliver real value for money.

1.1. Everyone's Essex – Our plan for levelling up the county 2021 to 2025

1.1.1. Everyone's Essex sets out our 20 commitments for this four-year period.

1.1.2. We've focused on four areas where outcomes really matter for the quality of life for all people in Essex. They are:

- the economy
- the environment
- children and families
- promoting health, care and wellbeing for all ages

1.1.3. Embedded in our plan is a renewed commitment to addressing inequalities and levelling up life chances for residents. For information, visit; [Everyone's Essex: Equalities and levelling up.](#)

1.1.4. Most of all, it is our intention to work tirelessly in service of the people of Essex – they have put their trust in us, and we will not let them down.

1.1.5. A full version of our plan can be found at: [Everyone's Essex](#) or download the brochure as an accessible PDF: [Everyone's Essex](#) (PDF, 8.54mB).

1.2. Our 20 commitments

1.2.1. Our 20 commitments are divided into 4 key areas: economy, environment, health and family.

1.2.2. For more information on our 20 commitments across 4 key areas, visit; [Everyone's Essex: Our 20 commitments.](#)

2. Introduction

2.1. The Tree and Woodland Programme, which succeeds Essex County Council's tree planting project, the Essex Forest Initiative (EFI)), is looking to procure contractors to water 2151 urban standard trees across the county in 2025, 1894 in summer 2026 and 578 in summer 2027. . The specification below sets out the scope, key dates and policies related to the tender.

3. Background

- 3.1. Essex has a low tree canopy cover when compared to the national and European averages. The Tree and Woodland Programme is working to increase the canopy cover of the county by maintaining recently planted street trees in order to deliver ecosystem services to the people and wildlife that live here whilst helping mitigate the effects of climate change.
- 3.2. By leveraging funding from the Forestry Commission, ECC were able to deliver high-quality tree procurement and planting specifications to ensure the urban spaces of Essex are comfortable places to live, work, and enjoy long into the future.
- 3.3. In compliance with funding contractual terms and to facilitate continued financial support in the future, ECC must ensure the maintenance of these trees.

4. Scope

The government's English Devolution White Paper, Power and Partnership: Foundations for Growth, published on 16 December 2024, states that the government wants all remaining two-

tier areas in England to be eventually restructured into single-tier unitary authorities and is termed Local Government Reform (LGR). This reorganisation is part of a broader devolution strategy to simplify local government structures, save public funds, and improve local accountability. LGR will impact the County of Essex as it currently operates a two-tier Local Government structure.

It is anticipated, that during the life of this contract/framework, the LGR process will commence and/or progress potentially impacting this contract/framework. Impacts may include, but are not limited to, modifications such as a transfer of the legal entity you currently contract with, significant increases and/or decreases in the value/volume of goods/services/works required due to the change in size/scope of the Contracting Authority, and/or changes to the scope of the nature of goods/services/works required. Although any contract scope changes should broadly relate to the nature of the existing scope, new goods/services/works of a related nature may be required that were not previously included.

The scale and exact timing of the changes are unknown at this point, but it is known that LGR will impact the County of Essex. All suppliers who work with the Authority need to be aware and where possible, work with the Authority to adapt to any changes/modifications as required to ensure smooth transition and continuity of services.

- 4.1. As part of the Urban Tree Challenge Fund and Local Authority Treescape fund requirements, Essex County Council is seeking contractors with the capacity to water and maintain water 2151 urban standard trees across the county in 2025, 1894 in summer 2026 and 578 in summer 2027 trees.
- 4.2. The tender is divided geographically into two Lots:
 - Lot 1 – Northern Cluster: Covering trees located in the north of Essex.
 - Lot 2 – Southern Cluster: Covering trees located in the south of EssexThis is detailed in the map and table below.

Tree Watering Distribution

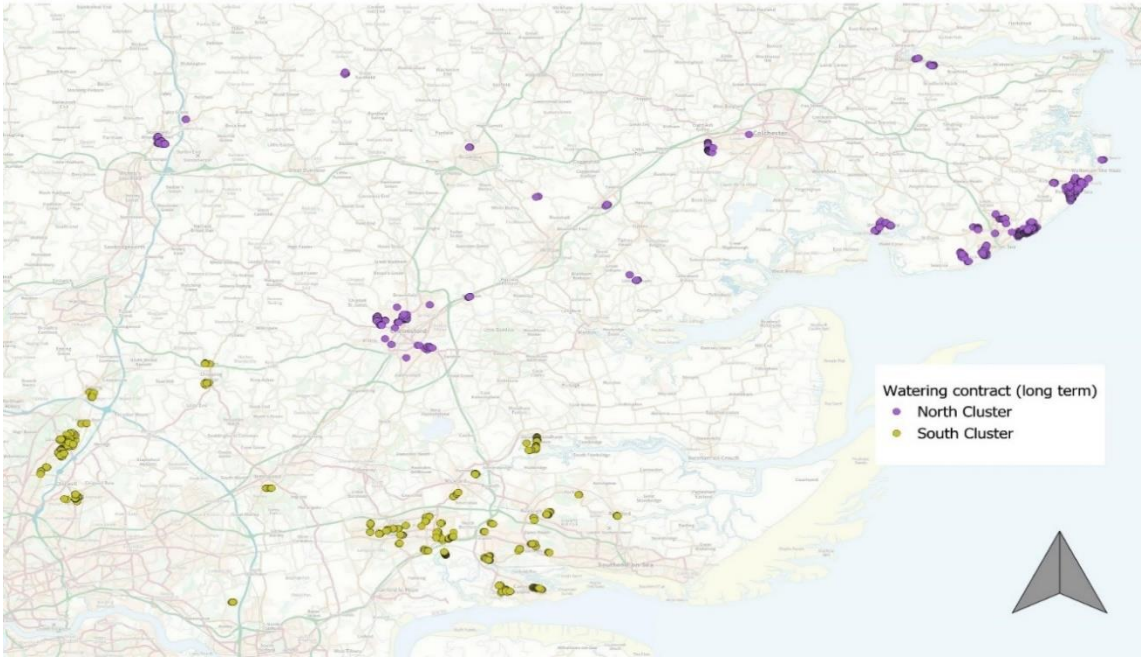


Figure 1.0: Trees distribution map

Lots	Year 1 - 2025	Year 2 - 2026	Year 3 - 2027
Lot 1: Northern Cluster	994	865	221
Lot 2: Southern Cluster	1157	1029	357

Table 1.0: Lotting

- 4.3. The specie and location of each tree in Lot 1 are set in the document titled “*Lot 1 – Trees Coordinate*” found in the document library.
- 4.4. The specie and location of each tree in the lot 2 are set in the document titled “*Lot 2 – Trees Coordinate*” found in the document library.
- 4.5. For each lot, the requirement for the watering is, for 50 litres of water to be applied to each tree in the irrigation system if present otherwise applied directly, at the times schedule outlined in the table below:

Year 1 - 2025	
Month	Visits
August onwards	7
Total Visit per Season	7

Year 2 - 2026	
Month	Visits
April	4
May	4
June	4
July onwards	8
Total Visit per Season	20

Year 3 - 2027	
Month	Visits
April	4
May	4
June	4
July onwards	8
Total Visit per Season	20

Table 2.0: Visit Schedule.

- 4.6. Subject to weather changes, the visit schedule in 4.5 above, may need to be adjusted to account for periods of drought. If this occurs, the Authority will provide the Contractor with a minimum of 10 working days' notice.
- 4.7. For each lot, the requirement for maintenance, is to carry out necessary formative pruning, replace any damaged stakes/ties, top up mulch where required and report any damage to the trees.

5. Key dates

Stage	Date/Time
Invitation to Tender (ITT) Issued	02/06/2025
ITT Clarification Deadline	13/06/2025
ITT Submission Deadline	27/06/2025
Assessment Summaries	14/07/2025
Contract Signature	29/07/2025
Commencement (start) date	01/08/2025
Contract completion (end) date	31/12/2027

Table 3.0: Key Dates

6. Statement of Technical Requirements

- 6.1. Bidders must have the capacity to water each tree with at least 50 litres of water per tree at the schedule described in section 4.5.
- 6.2. Bidders must have the necessary fleet of vehicles and bowsers required for operations at this scale.
- 6.3. A flow rate measuring device must be used to guarantee water quantities delivered and it is the Authority's expectation that non potable water shall be used where possible.
- 6.4. Water abstraction licences shall be the responsibility of the contractor.
- 6.5. When sites have been subject to heavy rain and vehicular access is not possible then the watering of those trees will be surplus to requirements however the trees should still be inspected for maintenance purposes. The contractor is expected to provide rationale for where watering has not taken place.
- 6.6. Replacement stakes/ties/mulch will be supplied by the contractor. Any replacements to the stakes or ties will be like for like (6ft wooden tree stake and 1m tie with spacers) and the Authority's Authorised Representative will be informed of all works undertaken.
- 6.7. Weeds and litter shall be removed from the planted area and mulch topped up on trees by the contractor where it looks as though the original mulch application is thin enough to allow weeds to establish over the root ball. Wood/bark chippings from Arboriculture work is acceptable to use as mulch.
- 6.8. The mulch will be pulled back from the base of the stem of the tree to prevent rotting.
- 6.9. Formative pruning requirements for each tree will be assessed and carried out by qualified staff (with City & Guilds, LANTRA, BTEC or similar qualifications) and will take into account time of year, tree species and desired overall impact of the tree.
- 6.10. **Reporting Plan**
 - 6.10.1 The Contractor shall produce a Reporting Plan that outlines their preferred reporting methods to the Authority to demonstrate that watering and maintenance activities have been carried out.
 - 6.10.2 Following the service commencement date, the Contractor shall as a minimum, provide the Authority with Reports monthly.
- 6.11 **Continuous / Expected improvement:**

The Contractor shall continue to develop safe and efficient working practices in the public domain and continue to work towards reducing overall carbon footprint of the company.
- 6.12 **Performance, Targets, and Monitoring Arrangements**

The Key Performance Management Standards set out in Appendix 1 of this specification, shall form part of the Agreements Standards used to monitor the performance of the contract. Performance Standards will be reviewed on a monthly basis during meetings/calls with the Supplier and Authority's Authorised Representative. If the supplier fails to meet any of the Performance Standard set out in Appendix 1, an Action Plan will be requested in accordance with clause 21 of the Terms and Conditions.
- 6.13 **Implementation/Mobilisation**

Following award of the contract, and prior to the Service Commencement Date, the contractor shall produce and agree with the Authority's Authorised Representative, final versions of the Project plan and Reporting plan submitted as part of their bid to meet the technical requirements set out in section 6 of this specification.
- 6.14 **Health and Safety requirements**
 - 6.14.1 The Contractor shall ensure that all Services are delivered in accordance with the Authority's policies (see Section 10), the requirements of the Health and Safety at

Work Act 1974, and any other legislation, health and safety requirements, and Good Industry Practice.

- 6.14.2 The Contractor shall be responsible for ensuring to provide its staff with all the required Personal Protective Equipment (PPE) for service delivery.
- 6.14.3 The Contractor shall prioritize the health, safety, and welfare of its staff, the Authority's staff, and the public during service delivery, ensuring all premises and equipment are maintained to comply with all relevant laws, especially health and safety legislation.
- 6.14.4 The Authority reserves the right to suspend the provision of the Services in whole or in part without paying compensation if and whenever the Contractor is, in the reasonable opinion of the Authority, in contravention of the Health and Safety at Work Act 1974 and provisions within this section 6.19 (Health and Safety).
- 6.14.5 Ahead of initiating any service delivery at a location, the Contractor must ensure that risk assessments are conducted by a qualified professional. The relevant documentation should be maintained on file and made available to the Authority upon request.
- 6.14.6 The Contractor will be responsible for developing a risk management plan, which shall be shared with the Authority upon request. This plan should identify and detail each risk, corresponding strategy, actions taken and a RAG (Red, Amber, Green) rating for each risk. If any risk's status changes from amber to red, the Contractor shall escalate to the Authority within 2 working days.

6.15 Exit Plan

The preferred bidder shall complete an exit plan following award of contract, this may include (but is not limited to);

- Hand-over process, transition between providers
- Training and Knowledge transfer
- Support arrangements

6.16 Delivery and Ongoing Requirements Inspection:

- 6.16.1 Inspection - Staff from the Authority will assess the establishment of the trees and any looking to be suffering drought will be reviewed with the contractor.
- 6.16.2 Quality Assurance - Any defects with quality of watering or installation of new stakes/ties/mulch will be reported by the Authority's Authorised Representative.
- 6.16.3 Technical support - requests and queries regarding product quality and invoicing to be acknowledged within 2 working days and a resolution agreed within 10 days.

6.17 Information Handling and Security

- 6.17.1 Bidders will be required to adhere to the Data Protection Act (DPA) 2018 and UK General data Protection Regulations.
- 6.17.2 The preferred bidder may be required to provide evidence of its security policy/policies following award of contract.

6.18 Intellectual Property Rights -

Copyright, patent rights or other intellectual property rights and title in any material specifically created for the Authority as part of the delivery against these requirements shall vest in the Authority unless otherwise expressly agreed or approved by the Authority in writing.

7 Business Continuity Plan (BCP)

The successful Bidder is required to provide their compliant BCP within 5 working days of the Contract Award, or at a later time prior to Service Commencement Date, if agreed in advance with the Authority’s Authorised Representative.

A compliant BCP must meet the requirements of the following six categories:

Category
Roles & Responsibilities: The plan clearly identifies the roles and responsibilities of different individuals and teams involved in the response to a business continuity incident
Command & Control: The plan establishes a clear command structure for coordinating the response to the incident.
Communication: The plan identifies how internal and external stakeholders will be contacted.
Threats & Hazards: The plan identifies key threats and hazards that could impact the provision of service.
Recovery Strategies: The plan clearly identifies strategies to recover from differing impacts.
Contact Information: The plan has evidence that key contact details are contained and that secondary points of contact are identified.

Table 4.0: BCP Requirement Category

Each of these categories will be reviewed by ECC and marked as **Satisfactory**, **Satisfactory with Advisories** or **Not Satisfactory**.

Satisfactory - Will require no further action but will be monitored throughout the life of the contract through Contract Management and Contract Compliance Audits.

Satisfactory with Advisories - Will require further discussion and agreement during the Contract Mobilisation phase and will be monitored throughout the life of the Contract through Contract Management and Contract Compliance Audits.

Unsatisfactory - Will require the Supplier to revise and resubmit the BCP to meet the specified criteria and be compliant. If the revised BCP does not meet the minimum standard of 'Satisfactory with Advisories' there will be one further opportunity to resubmit. Failure to meet the required standard at this point could result in the termination of the contract.

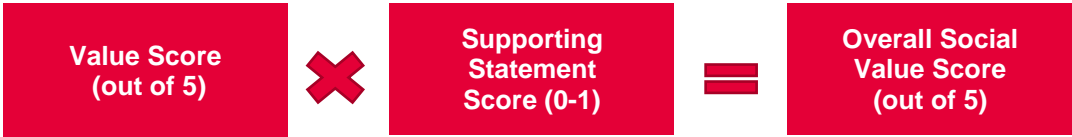
8. Social Value

- 8.1 The Public Services (Social Value) Act 2012 requires public authorities to “have regard to economic, social and environmental well-being in connection with public service contracts; and for connected purposes.” Essex County Council wishes to work collaboratively on social value with our suppliers, partners, and the community to benefit Essex.
- 8.2 In line with the Public Services (Social Value) Act 2012, Essex County Council has published a Social Value policy stating that the authority must consider and evaluate the wider financial and nonfinancial value created through our day-to-day activities in the delivery of contracts and express it in terms of the wellbeing generated for individuals, communities, the economy, and the environment.
- 8.3 Essex County Council has adopted the Themes, Outcomes and Measure (‘TOMs’) method of classifying and evaluating Social Value, adapted to the County’s context and priorities, based on the ECC Corporate Strategy ‘Everyone’s Essex’.

8.4 Social Value is given a weighting of up to 5% (higher in some circumstances) and is evaluated in two parts, which, when combined result in one overall Social Value score:

- a. Value Score (calculated using the ECC TOMs Calculator).
- b. Supporting Statement

8.5 As the Social Value commitments will form part of the contract there is a requirement for the fulfilment of Social Value commitments and reporting of progress throughout the contract term.



Based on their supporting statement and ECC TOMs Calculator bid, the Contractor shall produce and maintain a Social Value Plan that provides details of the Social Value commitments to be delivered each Contract Year and over the Contract Term.

8.6 The Contractor shall complete and return quarterly Social Value reports detailing commitments delivered as part of their Social Value Plan. Quarterly Social Value reports shall be completed and returned no later than ten (10) Working Days after the request is received.

8.7 The Contractor shall report annually as part of the Annual Service Report on Social Value delivered in Contract Year.

8.8 Social Value will be included in the performance management arrangements as a Management Indicator. Failure to deliver against the committed plan will result in performance improvement plans and/or rectification plans as required.

8.9 For more information on Social Value, including the full list of ECC's TOMs, Social Value examples, and bidders' guidance, you can find our Social Value Catalogue here: [Social Value Catalogue | Provider Hub | Essex \(essexproviderhub.org\)](#)

9 Carbon Reduction Plans

9.4 The Authority reserves the right to ask The Contractor for data regarding their organisational greenhouse gas emissions during the life of the contract.

9.5 A Carbon Reduction Plan (CRP) has been included in this procurement for information only. This is required to help support the Authority with its commitment to achieving its Net Zero targets.

9.6 A compliant CRP is one which meets all seven of the compliance criteria set out in the table below:

Ref	Compliance Criteria
1	Carbon Reduction Plan is published on company website (if the company does not have a website, they must be willing to provide a copy of their CRP to anyone who requests it, within 30 days).
2	Plan contains scope 1 and scope 2 emissions data
3	Plan contains emissions data for the following scope 3 measures: upstream transport & distribution, waste generated in operations, business travel, employee commuting, downstream transport & distribution.
4	Plan is dated within 12 months of tender submission
5	Company has set a target to achieve net zero by 2050 at the latest
6	Company has provided their baseline emissions
7	Company has provided the current year emissions

Table 5.0: CRP Compliance Criteria

10. Authority's policies

The Contractor shall adhere to the below policies whilst carrying out the service on behalf of the Authority:

- 11.1 Environment Policy - [Our environmental statement](#)
- 11.2 Essex County Council Supplier Charter - [ECC Supplier Charter](#)

- 11.3 Code of Conduct Policy – [Code of Conduct](#)
- 11.4 Health and Safety Policy - [Health and Safety Policy](#)
- 11.5 Information Policy Requirements - [Information Policy](#)
- 11.6 Modern Slavery - [Modern Day Slavery](#)

11 Insurance and warranties

- a. Employer's (Compulsory) liability insurance - £5 million.
- b. Public liability insurance - £5 million.
- c. Comprehensive Motor Insurance
- d. Other insurances for works related requirements.

12 E-Procurement Requirements

13.1 Overview

Essex County Council has implemented a fully automated Purchase to Pay system. Purchase to Pay enables the full purchasing and payment process to be carried out on-line, from order creation and authorisation to receipting and invoice matching. It is easier, faster and more efficient than conventional purchasing processes.

- 13.1.1 The Successful Bidder will be registered onto Essex County Council's Finance system, which is known as 'MyOracle' and in turn will receive a registration email to activate their iSupplier portal account
- 13.1.2 The MyOracle iSupplier portal account will enable the Successful Bidder to:
 - View Purchase Orders
 - View the status of invoice payments
 - Amend details including address, contact, bank account changes
 - Create additional user accounts
- 13.1.3 The Successful Bidder will also be added to our system 'Marketplace' which is a Proactis solution. It is a web-based system used by Essex County Council to submit Purchase Orders electronically to suppliers.

13.2 E-mailed Purchase Orders

- 13.1.1 As a minimum, Purchase Orders will be sent electronically via Marketplace to the Successful Bidder's preferred central e-mail address. To ensure continuity of service, the Successful Bidder will be responsible for ensuring that Purchase Orders are processed quickly and efficiently. It is therefore not advisable to provide individual e-mail addresses unless appropriate access is available to ensure that orders are still processed if the main contact is unavailable. There is no transaction charge for e-mail orders which are sent to a preferred central e-mail address via Marketplace.
- 13.1.2 Purchase orders must be sent electronically to the Successful Bidder's central e-mail address.

13.3 E-mailed Invoicing

- 13.3.1 As a minimum, the Successful Bidder will be required to submit invoices and credit notes electronically to a dedicated mailbox (Essex County Council will confirm the email address to the Successful Bidder) using the E-mailed Invoicing method as described below.
- 13.3.2 The Successful Bidder must ensure that when submitting invoices to Essex County Council:
 - each invoice/credit note is attached to the e-mail as an individual PDF file. Please note, multiple invoices can be attached to a single e-mail but only if each invoice is attached as a separate PDF file.
 - only invoices and credit notes which are addressed to Essex County Council are emailed to the dedicated mailbox. Other attachments or documents such as

statements, reminders or general queries will not be processed. This dedicated mailbox is for invoices only.

- all invoices/credit notes must reference a corresponding Purchase Order Number (with the prefix "ECC").
- all invoices/credit notes include the Billing Address: Essex County Council, PO Box 528, Telford, TF2 2JW.

13.3.3 On approval of the electronic invoice an automatic payment will be made via BACS, direct to the Successful Bidder's bank account, in line with Essex County Council's contracted payment terms

13.3.4 The Successful Bidder will be required to receive orders electronically and submit invoices and credits electronically via E-mailed Invoicing (as described within the e-Procurement Requirements) by the contract start date.

13.3.5 Essex County Council reserves the right to review and/or change the end-to-end Purchase to Pay (P2P) process where improvements are required during the term of the contract.

13.4 E-Procurement Terms of Trading

13.4.1 Goods/Services should only be provided/carried out on receipt of an Official Purchase Order which has been issued via Marketplace by Essex County Council.

13.4.2 All invoices and credit notes must be submitted electronically by the Successful Bidder to Essex County Council and as a minimum, must be submitted using the Emailed Invoicing method detailed within the e-Procurement Requirements, from the contract start date.

13.4.3 The Successful Bidder assumes full responsibility for ensuring that programs or other data downloaded uploaded or in any way transmitted electronically to Essex County Council are free from viruses, or any other items of a destructive nature whatsoever. Essex County Council makes every effort to virus check information made available for download from Marketplace. Essex County Council cannot accept any responsibility for any loss, disruption or damage to your data or your computer system which may occur whilst using material derived from Marketplace. Essex County Council recommends that users recheck all downloaded material with their own virus check software.

14 Agreement term

The Agreement term for this agreement will be 30 months with no option for extension option.

15 Payment

15.1 The Authority will pay any invoice issued by the Supplier within 30 days of receipt of a valid invoice following the delivery of the Good(s) and/or service(s). On the thirtieth day the payment will leave the account of the Authority

15.2 Local Small to Medium Enterprise (SME), i.e. you have a head office in Essex, have fewer than 250 employees AND have a turnover of less than £22M, are able to request early payment post contract award.

15.3 The rates/prices stated on the invoice must be those specified under this Agreement.

16. Commercial Response

For any lot they are interested in, the Tenderer is to complete the commercial response detailed within the E-sourcing portal. The tenderer shall submit their prices against the pricing matrix provided.

Appendix 1 - Performance Standards

	PERFORMANCE MEASURE	DESCRIPTION	TARGET	MONITORING FREQUENCY	MONITORING METHODOLOGY	MANAGEMENT MECHANISM
1	Adherence to project plan and timescales	The supplier should deliver the service in accordance with section 6 of the specification and in line with the Contractors tender submission in Schedule 3 of the Terms and Conditions.	100%	Monthly	Punctuality within key milestones set out in the Contractors tender submission.	Underperformance will be managed by an Action Plan in accordance with clause 21 of the Terms and Conditions.
2.	Reporting frequency and quality	In accordance with section 6.9 of the Specification, as a minimum, all reports are to be submitted either monthly or in accordance with timescales outlined in the Contractors tender submission, whichever is the greater. The Contractor should submit evidence of service delivery as set-out in its tender submission.	100%	Monthly	Report and document submission will be monitored by the Authority's Authorised Officer.	Underperformance will be managed by an Action Plan in accordance with clause 21 of the Terms and Conditions.
3.	Customer Service	In line with section 6.15 of the Specification, Technical support requests and queries regarding quality, invoicing or complaints to be acknowledged within 2 working days and a resolution agreed within 10 days.	100%	Ongoing	The Authority's Authorised Officer will monitor the number, type and frequency of issues and timescales for resolution.	Underperformance will be managed by an Action Plan in accordance with clause 21 of the Terms and Conditions.
4	Social Value	The contractor is to provide quarterly reporting on all initiatives carried out as per its Social Value Plan in accordance with section 8.6 of the Specification	100%	Quarterly	The Authority receives a quarterly Social Value report that complies with section 8 of the Specification	Underperformance will be managed by an Action Plan in accordance with clause 21 of the Terms and Conditions
5	Social Value	The Contractor ensures that Social Value is delivered as committed in the Social Value Plan (Section 8 of the specification)	100%	Quarterly	The Authority monitors delivery of the commitments in the Social Value Plan and confirms compliance with section 8 of the Specification	Underperformance will be managed by an Action Plan in accordance with clause 21 of the Terms and Conditions

SCHEDULE 3

Contractor’s Tender

3.1 The Contractor’s submission response received via the E-sourcing portal on 27th June 2025 is detailed below:

Supplier information	
Organisation details	
Organisation name	ESSEX TREE CARE LTD
Supplier type	Organisation
Registered address	Unit 10 80 Lytham Road, Preston, PR2 3AQ, UK
Postal address	Unit 10 80 Lytham Road, Preston, PR2 3AQ, UK
VAT number	225650911
Website address	https://essextreecareltd.co.uk/
Email address	info@essextreecareltd.co.uk
Organisation type	Supplier
Supplier operation type	Small or medium-sized enterprise
Registered legal form	LimitedCompany
Law registered	Companies Act 2006
Registration date	20 July 2015
Other registries	
Registry Number	Companies House number 09692713
Registry Number	Public procurement organisation number (PPON) PMTV-2769-HYPG
People connected to your organisation	
Individual trustee information:	
First name	Jamie
Last name	Osborne
Nationality	British
Date of birth	23 April 1989
Type	Individual
Category	Person with significant control
Registered address	Unit 10, 80 Lytham Road, Fulwood, Preston, PR2 3AQ, UK
Registration date	20 July 2015
Control conditions	Owns shares
Individual trustee information:	
First name	Russell
Last name	Jones
Nationality	British
Date of birth	17 February 1983
Type	Individual
Category	Person with significant control
Registered address	Unit 10, 80 Lytham Road, Fulwood, Preston, PR2 3AQ, UK
Registration date	17 October 2024
Control conditions	Owns shares
Individual trustee information:	
First name	David
Last name	Goulding
Nationality	British
Date of birth	29 October 1979
Type	Individual
Category	Person with significant control
Registered address	Unit 10, 80 Lytham Road, Fulwood, Preston, PR2 3AQ, UK
Registration date	17 October 2024
Control conditions	Owns shares

Supplier information

Any general qualifications your organisation holds

None apply

Any trade assurances your organisation holds

None apply

Anything that may exclude your organisation from procurement

None apply

Your organisation's recent financial information

Audited accounts	Not specified
Document uploaded	Essex_Tree_Care_Ltd_Accounts_31102024_20250626110649551.pdf
Date of financial year end	31 October 2024
Audited accounts	Not specified
Document uploaded	Essex_Tree_Care_Ltd_Accounts_31102023_20250626110744935.pdf
Date of financial year end	31 October 2023



MODERN SLAVERY STATEMENT

Organisation

This statement applies to Essex Tree Care Limited (referred to in this statement as 'the Organisation'). The information included in the statement refers to the financial year ending 31st October 2023.

In compliance with the Modern Slavery Act 2015, Essex Tree Care Limited provides the following statement regarding its efforts to prevent slavery and human trafficking in its business and supply chain.

Organisational Structure

Essex Tree Care Limited was founded in 2015 to provide best Arboricultural services to both residential and commercial customers to maintain beautiful, healthy trees.

The procurement activities carried out by Essex Tree Care Limited is predominantly based in London and the home counties and our procurement activity is predominantly centralised, with the department primarily sourcing materials and equipment principally related to the provision of services to our customers.

Definitions

The Organisation considers that modern slavery encompasses:

- human trafficking
- forced work, through mental or physical threat
- being owned or controlled by an employer through mental or physical abuse of the threat of abuse
- being dehumanised, treated as a commodity or being bought or sold as property
- being physically constrained or to have restriction placed on freedom of movement

Commitment

The Organisation acknowledges its responsibilities in relation to tackling modern slavery and commits to complying with the provisions in the



Modern Slavery Act 2015. The Organisation understands that this requires an ongoing review of both its internal practices in relation to its labour force and, additionally, its supply chains.

The Organisation does not enter into business with any other organisation, in the United Kingdom or abroad, which knowingly supports or is found to involve itself in slavery, servitude and forced or compulsory labour.

No labour provided to the Organisation in the pursuance of the provision of its own services is obtained by means of slavery or human trafficking. The Organisation strictly adheres to the minimum standards required in relation to its responsibilities under relevant employment legislation in the UK.

Supply Chains

In order to fulfil its activities, the main supply chains of the Organisation include those related to the provision of arboricultural services to our customers.

Potential Exposure

In general, the Organisation considers its exposure to slavery/human trafficking to be low, nonetheless, it has taken steps to ensure that such practices do not take place in its business nor the business of any organisation that supplies goods and/or services to it.

Steps

The Organisation carries out due diligence processes in relation to ensuring slavery and/or human trafficking does not take place in its organisation or supply chains, including conducting a review of the controls of its suppliers.

The Organisation has not, to its knowledge, conducted any business with another organisation which has been found to have involved itself with modern slavery. In accordance with section 54(4) of the Modern Slavery Act 2015, the Organisation has taken the following steps to ensure that modern slavery is not taking place:



- Right to Work checks are completed with all potential new employees, prior to commencement
- Encourage our employees to raise any concerns about modern slavery. The company has a whistleblowing policy which can be used to report any instances of modern slavery. Furthermore, all employees have access to a confidential reporting system.
- Require all of our suppliers to provide self-certification confirming that they are not aware of any incidents of slavery, forced labour or human trafficking occurring within their business and own supply chain
- Undertake regular reviews of our supply chain and identify any potential risks

Essex Tree Care Limited is dedicated to ensuring that all employees are educated, understand and take seriously their personal responsibility for zero tolerance of modern slavery and human trafficking. We have rolled out a 'Tool Box talk' to our Field Teams to raise awareness and are in the process of identifying an in-depth Modern Slavery and Human Trafficking Training for the Senior Management Team.

Over the course of the next financial year we will continue to enhance our procedures to help us identify, prevent and mitigate any risks of modern slavery or human trafficking in relation to new and existing suppliers

Key Performance Indicators

The Organisation has set the following key performance indicators to measure its effectiveness in ensuring modern slavery is not taking place in the Organisation or its supply chains:

- Employee training completion
- Supply chain verification
- Reports of Modern Slavery and Human Trafficking breaches, investigations undertaken and remedial actions taken.

Policies



The policies which further define our stance on modern slavery include our Equal Opportunity in Employment policy, Hiring and Orientation policy, Dignity at Work policy, Whistleblowing policy and Corporate Social Responsibility policy and Approved Supplier Vetting form.

Responsibility and Implementation

This statement is made in pursuance of Section 54(1) of the Modern Slavery Act 2015 and will be reviewed for each financial year.

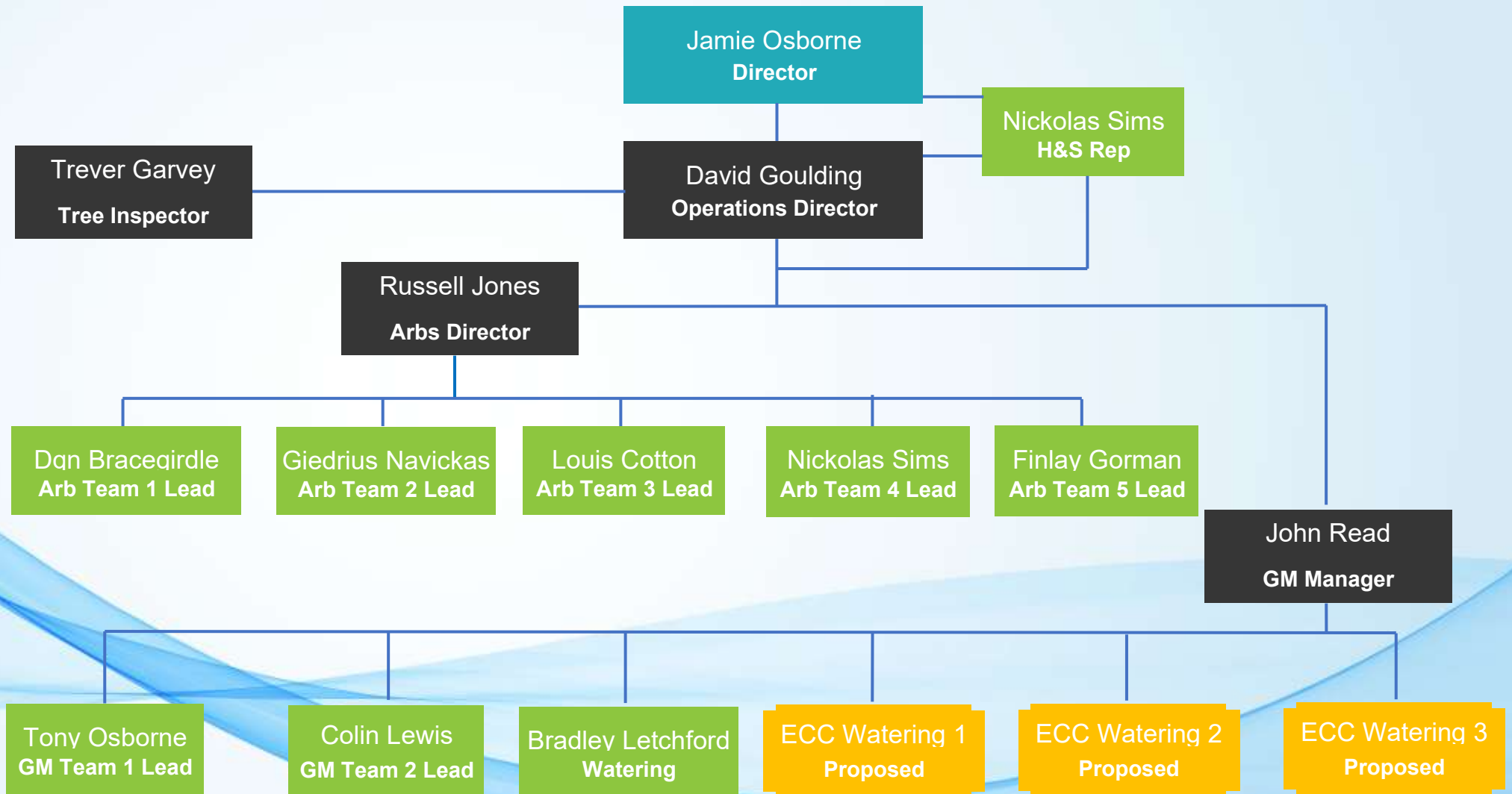
Signed: Jamie Osborne

Print name: Mr Jamie Osborne

Job Title: Director

Date: this statement covers: 01/11/2024 – 31/10/2025

Essex Tree Care Organisation





Structure

The enclosed graphic PSQ13.1 - Essex Tree Care Ltd Organisation Chart shows the management structure of the company and the proposed watering teams that will fulfil this contract under the supervision of the grounds maintenance manager – John Read

Responsibilities

Ultimate responsibility for the performance of the contract will rest with **Jamie Osborne** – He has 15 years experience in all fields of grounds maintenance and arboriculture and currently actively manages and runs our highways grass cutting contract with Redbridge. He has a full set of NPTC units for tree work, PA1/PAG, MEWPS for managers ticket.

David Goulding (Operations Manager) will be the nominated contract manager for the Essex watering contract if our bid is successful. He will be the main point of contact for management issues and will work closely with John Read our GM manager who will manage the day to day running of the 3 teams we will allocate to this contract.. David has thirty years of experience in Arboriculture and managed the London Borough of Newham contract for over twenty years which was running at around £1.5 million per annum. He also spent two years on the client side as the tree officer in Newham so has a strong background on both the client and contracting sides of local authority arboriculture. He has a full set of NPTC tickets and holds a CPC for 'O' Licence purposes, IOSHH Managing Safety accredited David will take responsibility for the majority of client communication and programming as well as overall quality assurance checks.

John Read – John will run this contract day to day. He used to run the Newham grounds maintenance contract for 5 years with a turnover of £5million pa. He is level 3 Qualified in horticulture and has worked in the industry for over 30 years in all aspects and at all levels

Trevor Garvey – Is our tree inspector with a Level 4 qualification as well as being PTI accredited. He deals with out surveying and BS5837 needs.

Russell Jones is our Arb manager. Russell is a skilled Arborist with a full set of NPTC certificates and MEWP tickets

Nick Sims is our most qualified arborist and has a passion for quality tree work and is also committed to progressing quality standards and the highest standards of health and safety across the business. He acts as our employee representative in such matters and advises management of any improvements or concerns as well as mentoring staff with regard to best practice and safe systems of work.

All our team leaders are highly trained and skilled arborists that are fully committed to the standards and ethos of the company.

Resources

Our main resources to fulfil the Essex watering contract are trucks and plant. Specifically available to this contract are listed below

Vehicles

ISUZU N35 Tippers x 7
 Ford Ranger Crew Cab x 3
 Citroen Despatch
 Ford Transit E Custom (Electric)
 Avant 860i

Plant

IBC 100 litre Bowsers x 5
 Tow Along 2000 litre bowsers x 2
 Indespension 8' x 5' trailers x 2
 Indespension 10' x 6' trailers x 3
 Forst Woodchippers x 7

In order to fulfil the contract we will purchase an additional 2000 litre tow along bower. We have lots of hand tools and equipment to complete the non-watering tasks required eg mulching / formative pruning etc.

Personnell

Sales / Management 3
 Team Leaders 8
 Team Members 10

We will allocate 3 people from our current teams to be the team leaders for the Essex Watering contract and add other team members into those 3 gangs depending on areas and numbers of trees being watered by each gang depending on the schedule.

Facilities

We operate out of 2 main depots. 1 in Ingrave and 1 in Station Rd, Barkingside. This gives us excellent centres to be based from to carry out the Essex watering contract. We also have 2 smaller satellite depots in Havering but these are currently only used for our Arboricultural work in Havering.

Equal Opportunities

We are an equal opportunities employer – please see attached policy - 8.4B Equality Policy Essex Tree Care Ltd. When it comes to filling roles within our organisation we only care about finding the best people that have the potential to fulfil the roles available within an appropriate timeframe with the correct training.

Training

We have grown organically since 2015 and have a very stable workforce as we value our staff. We provide a great environment for our employees to flourish and be happy at work so they can fulfil our needs as a business providing the best Arboricultural services possible. We look for potential and often we employ people with limited experience of the industry but have a good attitude to work. It's our own apprenticeship scheme where we provide external training and certification mixed in with day to day on the job training from our more skilled employees. We can adjust the pace of this mix to suit the candidates but it normally takes 2 years to go from a new recruit to being a competent climber. The grounds maintenance services we offer don't need the same amount of external training and certification but the principle remains the same.

We do currently also participate in the governments apprenticeship scheme which is in conjunction with Writtle College. We have one apprentice at the moment who is 1 year into his apprenticeship and we are looking to expand this in the near future.

Similar Contracts

The following examples demonstrate our ability to fulfil contracts of a similar nature to this one.

We have worked very closely with the London Borough of Havering on their UTCF and Treescape planting schemes. We have planted and maintained approximately 750 heavy standard tree there over the past 2 years. They are continuing with us again for the maintenance in 2024 as they have been very happy with our approach, safety and quality of work. Particularly – they can see we like to take ‘ownership’ of the task in hand and perform it to the highest standards to achieve the best outcome. This is the approach that sets us apart from many other contractors.

Similarly, we have been involved with Epping Forest District Council over the past 2 years and we have planted and still maintain 250 of there trees and will continue to do this in 2024. They are also very happy with our service.

Confirmations

1. I confirm that:

- to the best of my knowledge the answers submitted and information contained in this document are complete, accurate and not misleading
- upon request and without delay I will provide any additional information requested of us
- I understand that the response to this questionnaire will be used to assess whether our organisation is entitled to participate in, or continue to participate in, this procurement
- I understand that our organisation may be excluded from the procurement if requested information has not been provided, if any of this response or any follow up responses are incomplete, inaccurate or misleading, if confidential information has been accessed or if we have unduly influenced your decision-making in this procurement

Yes

☒

No

☐**Signed****Date**

26/6/2025

Name

DAVID GOULDING-

Role

DIRECTION.

Phone number

07 443 948879.

Email

info@essextreecareltd.co.uk.

Postal addressUNIT 10, 80 Lytham Rd,
Fulwood, Preston PR2 3AQ

Project Plan – 2025

Personnel

We currently deliver the watering requirements for Essex County UTCF trees using our core staff and agency personnel due to the temporary nature of the current arrangement. If awarded this longer term contract, we will recruit 3 full time employees in order to provide the service. For the remainder of 2025 (7 rounds) and for the whole of 2026 (20 Rounds), the personnel will be 6 staff for approximately half of the year so 3 full time equivalents. They new staff will be employed in other aspects of our business when the watering is not required.

Organisation

We will allocate 3 teams of 2 people to this contract who will operate according to the weekly schedules indicated below. Starting in August 2025 and progressing for 7 weeks as below. Saturdays are available as spare if the rounds aren't fully completed. We anticipate watering between 100 and 120 trees per day.

The routes will be adjusted for the requirements in 2026 and 2027 as there are less trees in subsequent years- but the principle will remain the same. 2027 will likely only be 1 team.

Weekdays	Team1	Team2	Team 3
Monday	Brightlingsea / Tendring	Epping Forest	Chelmsford
Tuesday	Brightlingsea / Tendring	Epping Forest	SWF & Maldon
Wednesday	Brightlingsea / Tendring	Epping Forest	Basildon & Rochford
Thursday	Brightlingsea / Tendring	Colchester Area	Canvey Island / Benfleet
Friday	Colchester / Braintree	Uttlesford Area	Canvey Island / Benfleet
Saturday	Catch Up / Rest	Catch Up / Rest	Catch Up / Rest
Sunday	Rest	Rest	Rest

Team 1 – Isuzu N35 Grafter Euro VI + 1000 litre IBC on the truck and towing a 2000 litre bowser.

Team 2 – Ford Ranger Euro VI + 1000 litre IBC on the truck and towing a 2700 litre bowser

Team 3 – Transit eCustom (Electric) + 1000 litre IBC

Picture 1 – Shows one of the ISUZU N35 vehicles with an IBC on the back ready for watering. The other materials will be stored behind the bowser.

Picture 2 – Shows one of our 2000 litre tow along bowser

Picture 1



Picture 2



We also have a spare Isuzu N35 should we have any technical problems with the vehicles. We have 1 x 2000 and 1 x 2700 litre tow along bowsters and 5 x 1000 litre IBC tanks.

Each team will carry approximately 20 replacement 1.8 meter x 50mm stakes, sufficient tree tie. They will have hand tools for adjusting ties and guards and for topping up mulch as necessary, They will carry approximately 0.5 cubic metres of uncomposted woodchip supplied from our tree surgery operations for topping up mulch beds if necessary. We will top up the mulchas needed throughout the watering cycles as needed. i.e. We would observe the likely need and timing of mulch requirements on the first cycle and then plan the top up over numerous cycles so we topped up say 100 trees on each cycle. If the client requests that all trees are attended to in one go, then we can allocate a dedicated team to just performing this task so all trees are topped up with mulch within one 7 day cycle.

John Read and David Goulding have over 30 years experience each in the fields of Grounds Maintenance and Arboriculture and both believe in providing the best quality service. We will run a short workshop for all operatives employed on the watering contract to demonstrate and practice the principles of formative pruning so they can carry out any necessary formative pruning as the growing season progresses.

We have identified the staff that are employed by us currently to fill in these roles as well as cover for annual leave and/or sickness. They are current employees of the company working on grounds contracts or as part of the tree teams. We will not use sub contractors.

Each team will have dedicated lists of all the locations that we will program using a circuit app to increase efficiency and reduce emissions and waste. They will follow preset routes organised by areas which will be shared with ECC officers. John Read the GM manager will manage the 3 teams and ensure record keeping is accurate and the specification is followed. We will share his details if successful along with David Goulding's details as a back up. John will track progress and instruct gangs on a daily basis to ensure routes are being adhered to.

John Read will monitor the condition of the trees and also judge the quality of the service we offer by random sampling 30-40 trees every month and provide you with a report showing our findings and any measures we have taken to rectify any problems that might have been noted.

Key Timeline

Mid July 2025 Contract Award

Prep existing Bowsers and vehicles

CALMS Training for those without

Formative pruning workshop for all employees

Review risk assessments for the task and communicate to Staff allocated to the contract

Training day on equipment and water extraction and record keeping

August 2025 Contract Commencement

Water Abstraction

We intend to abstract water from the regional water suppliers networks under licence from the relevant water authorities

We currently hold an annual licence with Essex & Suffolk Water & Thames Water which we need for other tree watering commitments with other clients as well as our current commitments with Essex County Council. We also have an interim licence with Affinity Water as we are the current contractor for watering Essex County Council UTCF trees on a temporary contract. If we are successful with this bid, we will secure a longer term licence with Affinity.

We have mapping locations from all the water authorities showing available hydrant locations in all the areas that are to be watered, which Jaime Carvalho kindly overlayed onto the maps we are currently using that show all the tree locations for the 2151 trees we are currently watering

If we are awarded the contract then we will also consider a supplementary licence from either or both Affinity Water and Anglia Water. This will be subject to data input in the circuit app to judge the efficiency vs the cost. It's likely we will only apply for Affinity Water and we've been in contact with them both already to understand the logistics, availability of supply and cost of their services.

We have checked with all the suppliers and the stand pipes that they issue under licence and the designated hydrants where they are to be used are all non-potable water. We only use licenced and metered stand pipes and approved hydrant points.

All employees engaged on the contract will have CALM training (or the equivalent) which is a requirement of the water authorities. An example certificate for John Read is shown below. We will have and can provide a risk assessment for the water extraction and subsequent watering/mulching/formative pruning and staking operations.

CALM Training



Thames Water and Essex & Suffolk Water, issue metered standpipes as a condition of their abstraction licences. As Affinity don't insist on this, we have our own metered standpipe that we use in this area. Every time we extract from the networks, we will use a metered standpipe and we will note start and finish readings every time we fill from the hydrants. We take photographs of the meter readings and these are uploaded into onto the cloud in the same folder as the file for the records spreadsheet. This corroborates the volumes taken. And the number of trees that were watered.

An example of the extraction volumes record data is shown in the label below. This will be updated live in the cloud folder that will be shared with the clients.

Round 1 1st May-7th May - Chelmsford

<u>Team1</u>	<u>JR/BL</u>			
<u>Date</u>		<u>Prefill</u>	<u>Postfill</u>	<u>Volume</u>
14/8/25	Bowser 1	56.34	59.34	3000
14/8/25	Bowser 2	59.34	62.34	3000
15/8/25	Bowser 3	62.34	65.34	3000
15/8/25	Bowser 4	65.34	68.34	3000
16/8/25	Bowser 5	68.34	71.34	3000
16/8/25	Bowser 6	71.34	74.34	3000
17/8/25	Bowser 7	74.34	77.34	3000
17/8/25	Bowser 8	77.34	80.34	3000
18/8/25	Bowser 9	80.34	83.34	3000
18/8/25	Bowser 10	83.34	85.99	2650

Total= 29650

In this example, we can see that the total volume for Round 1 watering in the first week is 29,650 litres of water. We would then be able to check with records sheet that will show that Team 1 – watered 593 trees with that volume of water.

Reporting / Communication

We intend to keep records on a live cloud based system that we will share with ECC for 'real time' monitoring.

We will share our routes on a weekly basis so the clients know which areas we are watering and when – See 5.1 – Project Plan

The trees will be allocated a T number reference that we will share with you. The spreadsheet will be updated in 'real time' The volumes applied will be taken from in line flow meters attached to the hosepipes. The coordinates will be as supplied by yourselves. The date the tree was watered, and by who is recorded along with the bowser number (see below) and the volume. Any extra works would be added into the notes column. Eg Restaking (ST), reties (TI) or top up mulch (MU) as well as any notable condition assessments eg – '*Poor Condition*' or '*Cage Damaged*'.

The sheet will look like this below :-

Round 1 14/8/25-21/8/25

<u>Ref</u>	<u>Co-Ordinates</u>		<u>Date</u>	<u>Who</u>	<u>Boswer</u>	<u>Vol</u>	<u>Other – Formative Prune (FP), Mulched (MU), Stake (ST), Ties (TI) + Other information</u>
T1	51.902 08	0.1937 6491	14/8/25	JR/BL	B1	50	FP - Lifted low branches - TI - added 1 retie
T2	51.900 393	0.1930 722	14/8/25	JR/BL	B1	50	MU - FP
T3	51.902 175	0.1939 2949	14/8/25	JR/BL	B1	50	N/A
T4	51.901 985	0.1935 4224	14/8/25	JR/BL	B1	50	N/A
T5	51.902 061	0.1947 8157	14/8/25	JR/BL	B1	50	N/A
T6	51.902 061	0.1943 0185	14/8/25	JR/BL	B1	50	MU - poor condition
T7	51.901 291	0.1941 0444	14/8/25	JR/BL	B1	50	N/A

Thames Water and Essex & Suffolk Water, issue metered standpipes as a condition of their abstraction licences. As Affinity don't insist on this, we have our own metered standpipe that we use in this area. Every time we extract from the networks, we will use a metered standpipe and we will note start and finish readings every time we fill from the hydrants. We take photographs of the meter readings and these are uploaded into onto the cloud in the same folder as the file for the records spreadsheet. This corroborates the volumes taken. And the number of trees that were watered.

An example of the extraction volumes record data is shown in the label below. This will be updated live in the cloud folder that will be shared with the clients.

Round 1 1st May-7th May - Chelmsford

Team1		JR/BL		
Date		Prefill	Postfill	Volume
14/8/25	Bowser 1	56.34	59.34	3000
14/8/25	Bowser 2	59.34	62.34	3000
15/8/25	Bowser 3	62.34	65.34	3000
15/8/25	Bowser 4	65.34	68.34	3000
16/8/25	Bowser 5	68.34	71.34	3000
16/8/25	Bowser 6	71.34	74.34	3000
17/8/25	Bowser 7	74.34	77.34	3000
17/8/25	Bowser 8	77.34	80.34	3000
18/8/25	Bowser 9	80.34	83.34	3000
18/8/25	Bowser 10	83.34	85.99	2650
Total=				29650

In this example, we can see that the total volume for Round 1 watering in the first week is 29,650 litres of water. We would then be able to check with records sheet that will show that Team 1 – watered 593 trees with that volume of water. The bowser number will also be logged against the trees that were watered with that water. So the Chelmsford sheet for the 14th of August will show 60 trees have been watered with B1

As the sheet will be available in real time, then officers are free to perform site visits and check that the information is correct and accurate as you will always know within a few trees, exactly where each team are.

The sheets can be adjusted to suit yourselves. We did consider photo evidence of individual meter readings but felt that might be overly burdensome with little gain and might mean in the region of 3000 photos per round, but we could discuss this further if we are awarded the contract.

We will supply contact numbers for all 3 teams if awarded should you have any specific requests.

If a tree can't be watered for whatever reason then this will be noted in the notes column and the volume listed as 0 for that tree.

John Read will monitor progress daily and add in extra resources if necessary and check that the records are being completed correctly.

We will share the contact details of all teams so the clients can go directly to them as they wish. They will have all the phone numbers of the management team as well.

We are happy to use whatsapp to send location and image data if we see particular problems or the client requests something specific, though generally we would upload photographs to the shared folder/ cloud where deemed sensible. Eg. Round 1 watering tree number 36 say looks particularly unhealthy – we will add that to the comments and load a photograph so the clients can see.

8.1 - Health & Safety

Good standards are passed on through the company from the management down to all employees. A particular focus is by use of the mentoring program that forms part of our induction procedure including a specific Health & Safety Induction.

At induction cover all the important aspects of work at height and also allocate new employees a 'mentor' for at least two weeks following the start of employment. The purpose of this mentoring is so that the new employees can pick up on both the safety culture and the quality culture that we expect and encourage within the company. The new employees can benefit greatly from the experience of our team leaders who can instruct them in pruning to the best standards possible whilst maintaining all safety standards.

Health & Safety

In order to comply with the Health & Safety At Work Act, we have produced a Health & Safety Policy that is available on request. This policy allocates various key responsibilities to directors and the management team. We hold monthly management meetings where we review and discuss any health and safety issues. There is workforce representation at these meetings. We review any accidents and near misses and collate statistics regarding accidents and near misses. We also review the quality check from the previous month and also review any training requirements.

Risk Assessments

We have many generic risk assessments which we will share should we be awarded the contract. Generic risk assessments are carried out by the management team and directors and in consultation with employees. We review them at least every twelve months or sooner if new information arises or an accident occurs that means a review is necessary.

Below is a list of our generic risk assessments: -

All have a review date of 19th February 2026

RA1 Chainsaw Operations & Maintenance

RA2 Tree Climbing And Associated Operations

RA3 Ladders

RA4 Chippers

RA5 Stump Grinding Operations & Treatments

RA6 Tree Planting, Maintenance & Watering

RA7 MEWP Usage

RA8 Ground Maintenance Hand Held Tools

RA9 All Operations - Loading & Unloading

RA10 Grass Cutting Operations

RA11 Oak Processionary Moth Nest Removal / Spraying

Site Specific Risk Assessment

Lifting Operations and Lifting Equipment Regulations (LOLER)

We have a LOLER register of all lifting equipment as per our Health & Safety Policy. The list is managed day to day by one of our employees – Finlay Gorman who has passed the NPTC unit so is deemed a competent person in relation to the provision / purchase and

inspection e.g. LOLER equipment. The responsibility lies ultimately with the directors but Finlay maintains and reviews the recording and issuance of all lifting equipment be it PPE or otherwise. Part of our monthly team audit checks will pick a selection of in use equipment to cross reference with the LOLER record and then cross reference this with the previous inspection by a competent person. We inspect all LOLER equipment every six months. We've provided examples of our LOLER register and also certificates of thorough inspection in the answer to question 9.4.

Control of Substances Hazardous to Health (COSHH)

We have many COSHH assessments which we will share should we be awarded the contract. COSHH assessments are carried out by the management team and directors and in consultation with employees. We review them at least every twelve months or sooner if new information arises or an accident occurs that means a review is necessary.

Below is a list of our COSHH assessments:-

All have a review date of 19th February 2026

COSHH01 Gas Oil

COSHH02 Stihl Bioplus

COSHH03 Roundup

COSHH04 Unleaded petrol

Hand Arm Vibration Syndrome (HAVS)

We carry out annual health monitoring for hand arm vibration syndrome. The basis of this is a questionnaire that all employees complete at induction and then every twelve months after that so we can look for any change in symptoms or sensitivity. Employees will receive a referral to our OH provider should any concerns present through the forms. We also carry out annual snapshot checks on trigger time usage of different classes of hand held tools that we employ in the work place. We exclusively use STIHL for chainsaws and we compare our results annually to the published tables for HAVS that they produce. Included for reference is our HAVS health questionnaire which we've included as an attachment see 9.1-3 HAVS Health, and also the STIHL published HAVS data, see 9.1-4 Stihl HAVS data. We constantly review our power tools and will replace equipment if new equipment is released that have better ratings in relation to HAVS exposure.

Provision & Use of Work Equipment Regulations (PUWER)

The directors, management and employees are all actively engaged in the provision of all equipment that we use. All manuals that come with equipment are stored locally for all employees to consult. Training is provided as necessary with all new equipment unless a specific competency has already been acquired. All equipment is included on a register and is the subject to our defect reporting system and repair or replace system. Accurate records are kept of all repairs and or servicing. Specific calibration requirements and servicing schedules are added into the company diary and also included on the asset register. Tags / stickers are also widely used on any tools or equipment that have specific servicing or calibration requirements so the operatives can also provide a fail safe to flag up if an asset is due to have a periodic test or maintenance.

Work At Height Regulations (WAH)

WAH risk assessment is a tiered approach and is considered on many levels within the company. The first level is a management review of all works orders and / or sales of arboricultural services to ascertain the best method of work as per the WAH hierarchy. This

goes hand in hand with a general review of all orders / sales to ensure other risks are adequately identified. A further level of assessment exists once the work passes to the team leaders – they can at any point move the work back up the hierarchy as they see fit. The next level will exist with the tree climber if the final WAH assessment dictates the best approach is rope access. They can, using the site specific risk assessment, move the work back up the hierarchy to an approach that isn't rope access or further evaluation by a team leader or the management. If rope access is the final outcome, then we then move to the skills assessment using our training matrix to match the work with the competencies required. In line with recent changes to the HSE guidance for tree climbing, all operatives will be working in accordance with TG1 which we issue to all rope access staff at induction. Further, where we are aware that staff have not been directly trained in accordance with TG1 – then we enrol them onto a refresher course that will bring them upto date with the changes in the industry.

Supervision – Monitoring

All tasks are conducting with a clear chain of command as per our organisational structure. Each watering team will have an allocated team leader that reports directly to our GM manager John Read. John reports directly to David Goulding and the health and safety management feeds in at all levels.

Additionally, the management team conduct bi-monthly recorded inspections of all the teams / team leaders to ensure all the quality and health and safety systems are being followed. If issues are found with either health & safety or quality, then we will address this with the team leaders and/or members of staff and we use toolbox talks and demonstrations to reiterate what is required. If necessary, we can revisit the mentoring program to address quality issues that we may have with a particular member of staff, or if training or retraining is necessary.

Training

We have a training matrix that clearly shows staff competencies and staff have access to this so they can check the status of key competencies. We use this as a reminder and planning tool to plan training requirements and flag refresher training needs as per INDG345.

Keeping Upto Date With Developments Within The Industry

In order to keep abreast of any relevant changes within our organisation, we subscribe to the following update services or are members of these organisations :-

Health & Safety Executive
Arboricultural Organisation
Arboricultural & Forestry Advisory Group
ArbTalk
International Powered Access Federation

We are also in regular contact with numerous training providers and colleges and are regularly in discussion with all participants of the Arboricultural industry.

We will happily share any or all of the documents listed above on your request.

9.1 - Climate

As a company, Essex Tree Care Limited are committed to reducing our carbon footprint as it's beneficial for environment and often brings efficiency savings.

The biggest factor for the Essex County watering contract is the use of the vehicles and plant and how we minimise the impact they have.

The biggest impact we can have is to make sure the trees are all attended in a logical and efficient route order. To achieve this, we use route mapping software that calculates the best route to reduce miles travelled and therefore emissions.

The IBC bowsters that we use are all powered by electricity rather than fossil fuels that makes a big impact.

All the vehicles are fitted with inverters to make this possible and we will attempt to engineer the tow along bowsters so that they can be run from the inverters should we win the contract. They are currently powered by petrol.

We intend to operate a 'Travel Light' policy so travel to and from sites will be without water and we will identify the most opportune filling sites close to the start of the days work. We intend to empty all water as well prior to our returning to our base(s).

We also instruct all operatives to not let any engines 'idle' and that they only run when the power is need for the task in hand.

By recycling our green waste from our Arboriculture business, that cuts out any further transport or processing to deal with that waste which will be beneficial from a carbon perspective.

All our vehicles will be EURO VI compliant

We have just purchased our first fully electric Transit eCustom and we are constantly looking to introduce cleaner energy into our processes. Unfortunately, due to distances and weights, the eCustom can only operate in close proximity to our depot but we will be using it to water Brentwwod, , Rochford and South Woodham Ferrers trees.

On the tree surgery and grounds maintenance side of the business, we have moved roughly 50% of our power tools over to battery operated.



ECC TOMs Social Value Calculator

Version 12



Bidder Name: Essex Tree Care Limited

Themes	Outcomes	ECC Ref	REF	Measures	Units	Proxy value	Prioritisation (1-3)	Units offered	Total value	Definition and Guidance	Comments	Community Exchange
A Strong, Inclusive and Sustainable Economy	Essex residents in employment, skills gaps reduced and barriers to employment reduced for disadvantaged groups	ECC1	NT1/RE1/FM1	No. of local people (FTE) hired or retained on contract for one year or the whole duration of the contract, whichever is shorter	No. people FTE	£32,240.00	1	3.00	£96,720.00	See Definitions and Guidance tab - units are additional to Employment measures ECC3-7	Brief comments only. Provide breakdown and detail in Supporting Statement.	This measure is not applicable to Community Exchange
		ECC3	NT3 / RE4 / FM5	No. of local employees (FTE) taken on who are long term unemployed (unemployed for a year or longer)	No. people FTE	£20,429.00	1	0.00	£0.00	See Definitions and Guidance tab - units are additional to ECC1	Brief comments only. Provide breakdown and detail in Supporting Statement.	This measure is not applicable to Community Exchange
		ECC3a	NT3a	No. of armed forces veterans employees (FTE) hired or retained on the contract as a result of a recruitment programme who are long term unemployed (unemployed for	No. people FTE	£20,429.00	1	0.00	£0.00	See Definitions and Guidance tab - units are additional to ECC1 / ECC1a but must not be double	Brief comments only. Provide breakdown and detail in Supporting Statement.	This measure is not applicable to Community Exchange

				a year or longer) and are facing specific barriers to transitioning to civilian employment that do not qualify them as disabled (e.g. long term service)					counted with ECC3, ECC4, ECC5, ECC6, ECC7			
		ECC3b	-	Signature of the Armed Forces Covenant with written pledges	Y/N - Provide description	Non-financial - Information Only	1	0.00	£0.00	See Definitions and Guidance tab	Brief comments only. Provide breakdown and detail in Supporting Statement.	This measure is not applicable to Community Exchange
		ECC4	NT4 / RE5 / FM6	No. of local employees (FTE) taken on who are not in employment, education, or training (NEETs)	No. people FTE	£15,382.90	1	0.00	£0.00	See Definitions and Guidance tab - units are additional to ECC1 / ECC1a but must not be double counted with ECC3, ECC3a, ECC5, ECC6, ECC7	Brief comments only. Provide breakdown and detail in Supporting Statement.	This measure is not applicable to Community Exchange
		ECC5	NT5a	No. of local 18-24 y.o. employees (FTE) hired on the contract who are rehabilitating young offenders as a result of a recruitment programme	No. people FTE	£23,056.23	1	0.00	£0.00	See Definitions and Guidance tab - units are additional to ECC1 / ECC1a but must not be double counted	Brief comments only. Provide breakdown and detail in Supporting Statement.	This measure is not applicable to Community Exchange

										with ECC3, ECC3a, ECC4, ECC6, ECC7		
		ECC6	NT6 / RE7 / FM8	No. of jobs (FTE) created for local people with disabilities (physical disability, learning disability and/or mental health issues)	No. people FTE	£16,605.00	1	0.00	£0.00	See Definitions and Guidance tab - units are additional to ECC1 / ECC1a but must not be double counted with ECC3, ECC3a, ECC4, ECC5, ECC7	Brief comments only. Provide breakdown and detail in Supporting Statement.	This measure is not applicable to Community Exchange
		ECC7	NT4a / FM6a	No. of local 16-25 y.o. care leavers (FTE) hired on the contract as a result of a recruitment programme	No. people FTE	£15,382.90	1	0.00	£0.00	See Definitions and Guidance tab - units are additional to ECC1 / ECC1a but must not be double counted with ECC3, ECC3a, ECC4, ECC5, ECC6	Brief comments only. Provide breakdown and detail in Supporting Statement.	This measure is not applicable to Community Exchange

		ECC8	NT17	No. of hours dedicated to supporting unemployed people into work by providing career mentoring, including mock interviews, CV advice, and careers guidance - Aged Over 24	No. hrs (total session duration)*no. attendees	£105.58	1	0.00	£0.00	See Definitions and Guidance tab - do not double count with any other measures e.g.ECC16, ECC19	Brief comments only. Provide breakdown and detail in Supporting Statement.	Choose your answer here
		ECC9	NT9 / RE11 / FM17	No. of weeks of training opportunities (BTEC, City & Guilds, NVQ, HNC - Level 2,3, or 4+) on the contract that have either been completed during the year, or that will be supported by the organisation until completion in the following years	No. weeks	£317.82	1	0.00	£0.00	See Definitions and Guidance tab - do not double count with any other measure e.g. ECC10, ECC17, ECC18	Brief comments only. Provide breakdown and detail in Supporting Statement.	Choose your answer here
		ECC10	NT10 / RE12 / FM18	No. of weeks of apprenticeships (Level 2,3, or 4) provided on the contract (completed or supported by the organisation)	No. weeks	£215.79	1	0.00	£0.00	See Definitions and Guidance tab - do not double count with any other measures e.g. ECC9, ECC17, ECC18	Brief comments only. Provide breakdown and detail in Supporting Statement.	Choose your answer here

		ECC31a	FM19	Number of hours of comprehensive training for digital skills development delivered to disadvantaged people (e.g. NEETs, under-represented gender and ethnic groups, sexual minorities, disabled, homeless, rehabilitating young offenders, LTU or elderly people)	No. staff volunteering hours	£16.93	1	0.00	£0.00	See Definitions and Guidance tab - do not double count with any other measures	Brief comments only. Provide breakdown and detail in Supporting Statement.	Choose your answer here
		ECC41	RE72 / FM12	Specific initiatives or recruitment programmes for members of an ethnic minority group run for the contract (Y/N)	Y/N - Provide description	Non-financial - Information Only	1	0.00	£0.00	See Definitions and Guidance tab	Brief comments only. Provide breakdown and detail in Supporting Statement.	Choose your answer here
	Business growth and the impact of public sector spend within the county maximised	ECC11	NT18 / RE22 /FM29	Total amount (£) spent in LOCAL supply chain through the contract	£	£0.83	1	30,000.00	£24,900.00	See Definitions and Guidance tab - do not double count with any other measures e.g. ECC12, ECC38	Brief comments only. Provide breakdown and detail in Supporting Statement.	This measure is not applicable to Community Exchange
		ECC12	NT19 / RE23 / FM30	Total amount (£) spent through contract with LOCAL micro and small enterprises within your supply chain	£	£0.83	1	6,000.00	£4,980.00	See Definitions and Guidance tab - do not double count with any other	Brief comments only. Provide breakdown and detail in Supporting Statement.	This measure is not applicable to Community Exchange

									measures e.g. ECC11, ECC38		
	ECC30	NT17 / RE20 / FM28	Number of voluntary hours donated to support VCSEs (excludes expert business advice)	No. staff volunteering hours	£16.93	1	0.00	£0.00	See Definitions and Guidance tab - do not double count with any other measures e.g. ECC39	Brief comments only. Provide breakdown and detail in Supporting Statement.	Choose your answer here
	ECC38	NT14 / FM25	Total amount (£) spent with VCSEs within your supply chain	£	£0.12	1	0.00	£0.00	See Definitions and Guidance tab - do not double count with any other measures e.g. ECC11, ECC12	Brief comments only. Provide breakdown and detail in Supporting Statement.	This measure is not applicable to Community Exchange
	ECC39	NT15 / RE18 / FM26	Provision of expert business advice to VCSEs and SMEs (e.g. financial advice / legal advice / HR advice/HSE)	No. staff expert hours	£101.00	1	0.00	£0.00	See Definitions and Guidance tab - do not double count with any other measures e.g. ECC30	Brief comments only. Provide breakdown and detail in Supporting Statement.	Choose your answer here
	ECC48	NT43 / FM44	Initiatives taken throughout the local and global supply chain to strengthen the identification, monitoring and reduction of risks of modern slavery and	£ invested including staff time	£1.00	1	0.00	£0.00	See Definitions and Guidance tab - do not double count with any other measures	Brief comments only. Provide breakdown and detail in Supporting Statement.	This measure is not applicable to Community Exchange

				unethical work practices occurring in relation to the contract (i.e. supply chain mapping, staff training, contract management)								
A Good Place for Children and Families to Grow	Outcomes improved for the most vulnerable and disadvantaged groups	ECC13	NT25 / RE29 / FM50	Initiatives to be taken to tackle homelessness (supporting temporary housing schemes, etc)	£ invested including staff time	£1.00	1	0.00	£0.00	See Definitions and Guidance tab - do not double count with any other measures	Brief comments only. Provide breakdown and detail in Supporting Statement.	Choose your answer here
		ECC28	NT21 / RE25 / FM36	Equality, diversity and inclusion training provided for contractors and subcontractors	No. hrs (total session duration)*no. attendees	£101.00	1	36.00	£3,636.00	See Definitions and Guidance tab	Brief comments only. Provide breakdown and detail in Supporting Statement.	This measure is not applicable to Community Exchange
	Businesses and communities support the achievement of education outcomes	ECC16	NT11 / RE13 / FM21	No. of hours dedicated to support young people into work (e.g. CV advice, mock interviews, careers guidance) - (under 24 y.o.)	No. hrs (total session duration)*no. attendees	£105.58	1	8.00	£844.64	See Definitions and Guidance tab - do not double count with any other measures e.g. ECC8, ECC19	Brief comments only. Provide breakdown and detail in Supporting Statement.	Choose your answer here
		ECC17	NT12 / RE15 / FM22	No. of weeks spent on meaningful work placements or pre-employment course; from 1 to 9 weeks unpaid student placements (e.g. T-Level unpaid work experience,	No. weeks	£194.50	1	0.00	£0.00	See Definitions and Guidance tab - do not double count with any other measures e.g. ECC9,	Brief comments only. Provide breakdown and detail in Supporting Statement.	Choose your answer here

				work experience for students)						ECC10, ECC18		
		ECC18	NT13 / RE16 / FM23	Meaningful work placements that pay Minimum or National Living wage according to eligibility - 6 weeks or more (internships)	No. weeks	£194.50	1	0.00	£0.00	See Definitions and Guidance tab - do not double count with any other measures e.g. ECC9, ECC10, ECC17	Brief comments only. Provide breakdown and detail in Supporting Statement.	Choose your answer here
		ECC19	NT8 / RE9 / FM14	No. of staff hours spent on local school and college visits supporting pupils e.g. delivering career talks, curriculum support, literacy support, safety talks (including preparation time)	No. staff hours	£16.93	1	0.00	£0.00	See Definitions and Guidance tab - do not double count with any other measures e.g. ECC8, ECC16	Brief comments only. Provide breakdown and detail in Supporting Statement.	Choose your answer here

	Our partners to help make our communities safer and address key issues such as violence and vulnerability, and safety for women and girls	ECC29	NT24 / RE28 / FM49	Initiatives aimed at reducing crime (e.g. support for local youth groups, lighting for public spaces, private security, etc.)	£ invested including staff time	£1.00	1	0.00	£0.00	See Definitions and Guidance tab - do not double count with any other measures	Brief comments only. Provide breakdown and detail in Supporting Statement.	Choose your answer here
Health, Wellbeing and Independence for all Ages	Residents enabled to live independently and increased proportion of people able to live healthy lifestyles	ECC14	NT26 / RE30 / FM52	Initiatives taken or supported to engage people from Essex communities in health interventions (e.g. stop smoking, obesity, alcoholism, drugs, etc.) or wellbeing initiatives focused on physical activities for adults and children (excluding mental health)	£ invested including staff time	£1.00	1	0.00	£0.00	See Definitions and Guidance tab - do not double count with any other measures e.g. ECC15	Brief comments only. Provide breakdown and detail in Supporting Statement.	Choose your answer here
		ECC15		Initiatives taken or supported to engage people from Essex communities in health interventions or wellbeing initiatives focused on mental health	£ invested including staff time	£1.00	1	0.00	£0.00	See Definitions and Guidance tab - do not double count with any other measures e.g. ECC14	Brief comments only. Provide breakdown and detail in Supporting Statement.	Choose your answer here

				for adults and children								
		ECC20	NT27 / RE31 / FM54	Initiatives to be taken to support older, disabled and vulnerable people to build stronger community networks (e.g. befriending schemes, digital inclusion clubs)	£ invested including staff time	£1.00	1	0.00	£0.00	See Definitions and Guidance tab - do not double count with any other measures	Brief comments only. Provide breakdown and detail in Supporting Statement.	Choose your answer here
		ECC27a	NT20 / RE24 / FM33	No. of employees on the contract that have been provided access for at least 12 months to comprehensive and multidimensional wellbeing programmes	No. employees provided access	£130.29	1	0.00	£0.00	See Definitions and Guidance tab - do not double count with any other measures e.g. ECC44 when included	Brief comments only. Provide breakdown and detail in Supporting Statement.	This measure is not applicable to Community Exchange
	Partners and communities address the socio-economic drivers that underpin poor health outcomes, such as poor housing, poverty,	ECC32	NT28 / RE32 / FM55	In-kind contributions to local community projects (materials)	£ value	£1.00	1	5,000.00	£5,000.00	See Definitions and Guidance tab - do not double count with any other measures e.g. ECC40	Brief comments only. Provide breakdown and detail in Supporting Statement.	Choose your answer here

	economic insecurity and low skills	ECC33	NT29 / RE33 / FM56	No hours volunteering time provided to support local community projects	No. staff volunteering hours	£16.93	1	40.00	£677.20	See Definitions and Guidance tab - do not double count with any other measures	Brief comments only. Provide breakdown and detail in Supporting Statement.	Choose your answer here
		ECC34	NT30 / RE34 / FM57	Support provided to help local community draw up their own Community Charter or Stakeholder Plan	£ invested including staff time	£1.00	1	0.00	£0.00	See Definitions and Guidance tab - do not double count with any other measures	Brief comments only. Provide breakdown and detail in Supporting Statement.	Choose your answer here
		ECC40	NT16 / RE19 / FM27	Equipment or resources donated to VCSEs (£ equivalent value)	£	£1.00	1	0.00	£0.00	See Definitions and Guidance tab - do not double count with any other measures e.g. ECC32	Brief comments only. Provide breakdown and detail in Supporting Statement.	Choose your answer here
A high quality environment	Suppliers contribute to the delivery of net zero targets; reduced greenhouse gases; reduced waste; and strengthened	ECC21	NT31 / FM60	Savings in CO2e emissions on contract achieved through de-carbonisation (i.e. a reduction of the carbon intensity of processes and operations, specify how	Tonnes CO2e	£252.00	1	0.00	£0.00	See Definitions and Guidance tab - do not double count with any other measures e.g. ECC23a, ECC45, ECC46	Brief comments only. Provide breakdown and detail in Supporting Statement.	This measure is not applicable to Community Exchange

	climate resilience			these are to be achieved) against a specific benchmark								
		ECC23a	NT32 / RE46 / FM68	Car miles saved on the project as a result of a green transport programme or equivalent (e.g. cycle to work programmes, public transport or car pooling programmes, etc.)	Miles saved	£0.06	1	0.00	£0.00	See Definitions and Guidance tab - do not double count with any other measures e.g. ECC22, ECC45, ECC46	Brief comments only. Provide breakdown and detail in Supporting Statement.	This measure is not applicable to Community Exchange
		ECC26a	NT87	Total volume of reduced plastics against a relevant benchmark	Kilos	£158.02	1	0.00	£0.00	See Definitions and Guidance tab - do not double count with any other measures	Brief comments only. Provide breakdown and detail in Supporting Statement.	This measure is not applicable to Community Exchange
		ECC45	NT90	Activities to influence staff, suppliers, customers and communities to support environmental protection and improvement	No. staff expert hours	£101.00	1	0.00	£0.00	See Definitions and Guidance tab - do not double count with any other measures e.g. ECC22, ECC23a, ECC46	Brief comments only. Provide breakdown and detail in Supporting Statement.	Choose your answer here

		ECC46	NT69 / FM88	Support provided internally and to MSMEs and VCSEs within the supply chain to adopt Circular Economy solutions - business case and leadership for circular economy	No. staff expert hours	£101.00	1	0.00	£0.00	See Definitions and Guidance tab - do not double count with any other measures e.g. ECC22, ECC23a, ECC45	Brief comments only. Provide breakdown and detail in Supporting Statement.	Choose your answer here
		ECC47	NT72 / FM91	Hard to recycle waste diverted from landfill or incineration through specific recycling partnerships (e.g. Terracycle or equivalent)	Tonnes	£96.70	1	0.00	£0.00	See Definitions and Guidance tab - do not double count with any other measures e.g. ECC49	Brief comments only. Provide breakdown and detail in Supporting Statement.	This measure is not applicable to Community Exchange
		ECC49	NT88	Reduce waste through reuse of products and materials	Tonnes	£96.70	1	40.00	£3,868.00	See Definitions and Guidance tab - do not double count with any other measures e.g. ECC48	Brief comments only. Provide breakdown and detail in Supporting Statement.	This measure is not applicable to Community Exchange
		ECC50	NT49 / FM96	Support for suppliers to demonstrate climate change and carbon reduction training for all staff - e.g. SDGs Academy courses, Supply Chain Sustainability School bronze or	No. hrs (total session duration)*no. attendees	£1.00	1	0.00	£0.00	See Definitions and Guidance tab - do not double count with any other measures	Brief comments only. Provide breakdown and detail in Supporting Statement.	Choose your answer here

				higher or equivalent								
		ECC51	NT66/ RE64 / FM72	Fleet emissions monitoring programme on the contract, including data collection (miles, type of vehicle, engine type, emission standard)	Y/N - Provide description	Non-Financial - Information Only	1	0.00	£0.00	See Definitions and Guidance tab - do not double count with any other measures	Brief comments only. Provide breakdown and detail in Supporting Statement.	This measure is not applicable to Community Exchange
							TOTAL SOCIAL VALUE BID		140626			

10.1 - Social Value Statement

From the calculator:-

ECC1 - All our employees currently reside in Essex County and our recruitment focus is keeping and employing people that have a vested interest in 'Essex' so recruitment for the posts created by this contract will source people locally.

ECC11 – This is anticipated spend locally with the water authorities for the supply of the water and equipment / licences and running costs associated with delivery

ECC12 – This is the anticipated spend with local businesses on tools and equipment, tree ties and stakes etc which are necessary to fulfil the contract.

ECC28 – The anticipated amount of time spent on training staff about 'Equality & Inclusion' over the course of the contract. This includes all our employees

ECC32 – We offer logs and mulch to local schools and voluntary organisations, this is the estimated value of this resource

ECC33 – This is the time associated with ECC32 – Delivering and unloading and sometimes spreading

ECC49 – This is the anticipated amount of green waste recycling that will be necessary as part of the contract delivery

Social Value Generally

Training

Essex Tree Care have close ties with Writtle Agricultural College – amongst other training suppliers in land based industries. We have just had an apprentice complete a varied and instructive 2 year apprenticeship course to become a Level 2 Arborist. The course was a good mix of classroom tuition with practical training and work experience which led to a number of useful NPTC / LANTRA competencies that enabled them to start a career in Arboriculture. Elliot Hart is our employee that has just completed the final stages of the course and it has been a great benefit to him and us.

We would be very happy to work with EFDC to identify suitable candidates within the district with a view to completing a least one apprenticeship scheme if we are awarded the contract. Hopefully another scheme could be started straight after for a new candidate, subject to review.'

Community & Education

We often have requests from schools for providing mulch, or sometimes logs for the creation of woodland areas. At Brampton Primary School in East Ham, we recently provided cut logs that served as seating for a woodland themed outdoor area. We are more than happy to provide any of these materials and deliver them within the district as requested. We have also been asked in the past to provide advice regarding planting of trees/ whips and we are also very happy to help with this. We'd be happy also to be more 'hands on' if any schools were looking for support with a planting scheme or something similar.

Environment

At Essex Tree Care we continually look to minimise our impact on the environment. Below are some examples of the steps we've taken to reduce emissions and environmental impact.

Battery Power

Our investment in new technology means that we now use zero emission, Lithium-ion battery powered chainsaws, blowers, trimmers and hedge-trimmers wherever we can. In fact we are aiming to replace 90% of current engine powered usage by 2030. We are currently around 25% replaced by battery. Every team has a battery top handled chainsaw, blower and hedge trimmer.

They are quieter than traditional hand tools, have lower vibrations and are lighter to use. Of course, for larger work, we still need the more powerful petrol chainsaws, but if we can limit their use with hand saws

and battery chainsaws whenever we can, we are keeping harmful emissions to a minimum. We also use fully biodegradable Bio-chain oil in all machinery which is non-water pollutant, so safe to use near ponds and waterways.

We are also constantly looking to replace our diesel trucks with battery equivalents and have just invested in our first fully electric truck.

Recycling Waste

Any of the woodchip that we can't recycle locally, is stored at one of our depots and we work with Sylvagen Recycling who use it as feed for the various biomass generating stations around the country.

The greenest way of dealing with waste is for the client to use it. Woodchip makes a great mulch, especially around the base of a tree to fertilise the soil, suppress weeds and reduce the compaction of soil. Logs can be cut down to size to make a stumpery or left to season so that you have a supply of zero transport emission fuel through the winter. Hopefully we can work closely with Epping Forest to make the best use of the waste products

Efficient Vehicles and Plant

All our vehicles are Euro VI compliant. All our woodchippers are Stage V compliant under the NRM classifications.

The biggest chance to reduce the impact of our vehicles on the environment is to use them efficiently. We review all our outstanding works constantly and allocate tasks to teams in efficient order using app based routing programs that minimise the miles travelled. Hopefully we can work with Epping to extend this to your contact. We can work together to complete any works as efficiently as possible e.g. – In wards or areas to reduce travelling.

We hold regular toolbox talks with our teams and a common topic is safe and efficient driving which looks at the best use of the vehicles so as to reduce emissions,



Community planting event for COVID – ‘Dying Matters’ held in New Beckton Park E6’ Attended by local councillors and members of the public. We were happy to support this event as a social value contribution.



FREEDOM OF INFORMATION ACT

Name of Bidder: **ESSEX TREE CARE LIMITED**

Essex County Council is subject to the provisions of the Freedom of Information (FOI) Act 2000.

If you consider that any information supplied for the purposes of this tender, or which will be supplied during the performance of the contract, is either confidential in nature or commercially sensitive (within the meaning of the aforementioned Act under sections 41 or 43) please refer to the guidance on exemptions on the Information Commissioner's website (www.ico.gov.uk). If after doing this you believe that an exemption applies, the exemption should be highlighted in the body of the tender submission and the reasons for its sensitivity given in the table below.

This form should accompany your submission.

Location and description of commercially sensitive or confidential information	Reason for Exemption
N / A	
NO EXEMPTION REQUIRED.	

Lot 2 - 1097 Tree Watering and Maintenance

Pricing Matrix

Information

All pricing submitted should exclude VAT.

Delivery costs and all other expenses should be covered by the Contractor.

Please upload this completed document to the online portal together with the rest of your submission.

Commercial Weighting for this Tender = 60%

PRODUCT	DETAILS	VOLUMES TO USE FOR PRICING	PRICE PER UNIT (EXCLUDING VAT) £	TOTAL DELIVERED PRICE £	Weighting out of 100% (of the 70% for Evaluation Purposes only) %	Total Price (for evaluation purposes only) £
Application of 50 litres of water per tree, per visit	1 visit, 1 tree	1	4.25	4.25	80%	3.40
Replacement stakes and ties	1 stake and 1 tie	1	3.00	3.00	5%	0.15
Replacement mulch	1 application to ensure 10cm thick layer of mulch	1	4.00	4.00	10%	0.40
Formative pruning	Per tree if necessary	1	2.80	2.80	5%	0.14
					100%	4.09

Lot 2 - 1097 Tree Watering and Maintenance

Participation in the Accelerate scheme is Optional. Please read the Accelerate guidance tab of this document and the bidder guidance before completing.

Gross Price (as completed in the pricing matrix)	4.09
--	------

Day 10 Rebate rate offered (please ensure the % sign is used ie. 1.00%)	0.00%
---	-------

Zero should be entered here where you do not wish to opt in to the Accelerate scheme

Net Price	4.09
-----------	------

Your price will be evaluated on this Net Price



FREEDOM OF INFORMATION ACT

Name of Bidder: **ESSEX TREE CARE LIMITED**

Essex County Council is subject to the provisions of the Freedom of Information (FOI) Act 2000.

If you consider that any information supplied for the purposes of this tender, or which will be supplied during the performance of the contract, is either confidential in nature or commercially sensitive (within the meaning of the aforementioned Act under sections 41 or 43) please refer to the guidance on exemptions on the Information Commissioner's website (www.ico.gov.uk). If after doing this you believe that an exemption applies, the exemption should be highlighted in the body of the tender submission and the reasons for its sensitivity given in the table below.

This form should accompany your submission.

Location and description of commercially sensitive or confidential information	Reason for Exemption
N / A	
NO EXEMPTION REQUIRED.	

3.2 The Contractor's clarifications and the Authority's responses received as part of the sourcing process are detailed below

Clarifications Template							
Project Number:	1097						
Project Name:	Tree Watering and Maintenance						
Procurement HOP:	Tony Clissold						
Clarification Number	Clarification Date	Clarification Message Text	Clarification Response Text	Response Date	Comments	Confidential (Yes/No)	Procurement Deadline
1	04/06/2025	Dear Procurement Team, What is the envisaged annual value per lot? Kind Regards	Good morning, Thank you for your enquiry. Please note that information regarding the annual value for each lot has not been provided. It is not the Authority's intention to disclose the annual value per lot. However, the estimated total value for each lot has been included in the published Tender Notice, which is attached for your reference. Kind regards,	09/06/2025		No	27/06/2025
2	05/06/2025	Dear Procurement Team, The form of tender just needs uploading with our name in the file upload, is that correct as there's no where to sign or date this form. Kindest Regards	Good morning, The Form of Tender question requires a Yes/No response. You do not need to upload the Form of Tender document. It was included in the tender pack for reference only, as the same information is already captured within the ITT Questionnaire. Kind regards,	09/06/2025		No	27/06/2025



SCHEDULE 4

Payment Schedule

1. Interpretation

- 1.1 Unless otherwise provided, references in this Schedule to Clauses and Schedules shall be references to the relevant Clauses and Schedules in the Contract.
- 1.2 Unless otherwise provided, references to parts, paragraphs, tables and appendices shall be references to parts, paragraphs, tables and appendices in this Schedule.
- 1.3 The Parties agree that without prejudice to the express provisions of the Contract, this Schedule shall form the sole basis of payment by the Authority to the Contractor.
- 1.4 VAT properly chargeable on any component of the Monthly Services Payment shall be payable as set out in the Contract.
- 1.5 Unless otherwise stated and/or defined in paragraph 1.1 above, defined terms within this Schedule shall have the meaning set out in Schedule 1 (Definitions).

2. Services Payment

- 2.1 In consideration of the provision of the Services, save where an invoice is in dispute, the Authority shall pay the Services Payment to the Contractor within thirty (30) days of receipt of a correct and valid invoice submitted in accordance with Clause 3 (Payment) and this Schedule 4 (Payment Schedule) of this Agreement. No other charges or amounts shall be paid to the Contractor for the performance of the Contractor's obligations under this Agreement.
- 2.2 All sums payable under this Agreement unless otherwise stated are exclusive of VAT. Any VAT payable in respect of such sums shall be payable in addition to such sums.
- 2.3 The rates/prices for the Services shall remain fixed unless otherwise agreed by Authority and the Contractor or as specified within Schedule 3 (Payment) of this Agreement.

3. Performance Monitoring

- 3.1 The Contractor's quality and performance shall be monitored and measured against the Performance Standards as set out in Appendix 1 of the Specification.
- 3.4 The Contractor shall report to the Authority's Authorised Representative against the Performance Standards performance measures and timelines set out in the Appendix 1 of the Specification.

4. Pricing Schedule

<div>Information</div> <div>All pricing submitted should exclude VAT. Delivery costs and all other expenses should be covered by the Contractor. Please upload this completed document to the online portal together with the rest of your submission.</div>						
Commerical Weighting for this Tender = 60%						
PRODUCT	DETAILS	VOLUMES TO USE FOR PRICING	PRICE PER UNIT (EXCLUDING VAT)	TOTAL DELIVERED PRICE	Weighting out of 100% (of the 70% for Evaluation Purposes only)	Total Price (for evaluation purposes only)
			£	£	%	£
Application of 50 litres of water per tree, per visit	1 visit, 1 tree	1	4.25	4.25	80%	3.40
Replacement stakes and ties	1 stake and 1 tie	1	3.00	3.00	5%	0.15
Replacement mulch	1 application to ensure 10cm thick layer of mulch	1	4.00	4.00	10%	0.40
Formative pruning	Per tree if necessary	1	2.80	2.80	5%	0.14
					100%	4.09

Lot 2 - 1097 Tree Watering and Maintenance

Participation in the Accelerate scheme is Optional. Please read the Accelerate guidance tab of this document and the bidder guidanace before completing.									
Gross Price (as completed in the pricing matrix)	4.09								
Day 10 Rebate rate offered (please ensure the % sign is used ie. 1.00%)	0.00%	Zero should be entered here where you do not wish to opt in to the Accelerate scheme							
Net Price	4.09	Your price will be evaluated on this Net Price							

David Goulding

DG

Schedule 4 - Payment Schedule

Appendix 1 - E-Procurement Requirements

- 1.1. Marketplace is a Proactis Solution. It is a web based system used by the Authority to submit purchase orders electronically and receive and process e-invoices and e-credits.
- 1.2. The Marketplace supplier interface is both simple and secure. The Contractor will access Marketplace using an Internet browser. Marketplace supports the latest release of web browser technologies, for example, Internet Explorer, Firefox, Safari etc.
- 1.3. Electronic Ordering
 - 1.3.1. A record on Marketplace will be created for the Contractor and a user ID and password will be issued via e-mail.
 - 1.3.2. The user ID and password will allow the Contractor to:
 - a. view their purchase orders online;
 - b. update their status;
 - c. notify delivery;
 - d. submit and monitor the status of electronic invoices and credits, once they have been submitted.
 - 1.3.3. Purchase orders will be sent electronically to the Contractor's central e-mail address.
- 1.4. Emailed Purchase Orders

Orders will be sent electronically, via Marketplace, to the Contractor's preferred central e-mail address from the contract start date. To ensure continuity of service, the Contractor will be responsible for ensuring that orders are processed quickly and efficiently. It is therefore not advisable to provide individual e-mail addresses unless appropriate access is available, to ensure that orders are still processed if the main contact is unavailable. There is no transaction charge for e-mail orders which are sent to a preferred central e-mail address, via Marketplace.
- 1.5. Electronic Invoicing

The Contractor will submit electronic invoices and credit notes via Marketplace by utilising the PO Flip method from the contract start date. On approval of the electronic invoice an automatic payment will be made via BACS, direct to the Contractor's bank account, in line with the Authority's contracted payment terms. In addition to the above, the Contractor will be able to view the status of their invoices, via the Marketplace system.
- 1.6. Purchase Order Flip (PO Flip)

The Contractor will be able to gain access to the Marketplace system via a web browser, to view their Purchase Orders and turn any outstanding Purchase Orders into electronic invoices, by choosing the PO Flip method. There is no charge for this method.

Further information about all of the above can be found on the Authority's website:

<http://www.essex.gov.uk/Business-Partners/Supplying-Council/Pages/IDeA-Marketplace.aspx>.

- 1.7. The Contractor will be registered onto the Authority's Finance system, Oracle. The Contractor will in turn receive a registration email to activate their iSupplier portal account. This account is used to:

- 1.7.1. view the status of invoice payments
- 1.7.2. amend the Contractor's details e.g. address, contact details, bank details
- 1.7.3. create additional user accounts.

- 1.8. E-Procurement Terms of Trading

- 1.8.1. The Contractor must provide a preferred central e-mail address, (where orders will be sent electronically via Marketplace) must be provided. It is the responsibility of the Contractor to ensure that they can provide a central e-mail address for orders sent electronically via Marketplace from the contract start date. The Contractor will be asked to submit this e-mail address. The Contractor must ensure that continuity of service is maintained at all times and that orders are processed promptly.
- 1.8.2. All invoices and credit notes must be submitted electronically by the Contractor to the Authority and as a minimum must be raised using the PO Flip method via Marketplace from the contract start date.
- 1.8.3. Services should only be provided/carried out on receipt of an Official Purchase Order which has been issued via Marketplace by the Authority.
- 1.8.4. The Contractor assumes full responsibility for ensuring that programs or other data downloaded uploaded or in any way transmitted electronically to the Authority are free from viruses, or any other items of a destructive nature whatsoever. The Authority makes every effort to virus check information made available for download from Marketplace. The Authority cannot accept any responsibility for any loss, disruption or damage to the Contractor's data or computer system which may occur whilst using material derived from Marketplace. The Authority recommends that the Contractor recheck all downloaded material with their own virus check software.

Schedule 4 - Payment Schedule**APPENDIX 2****ACCELERATED PAYMENT REBATE SCHEME**

1. The Parties agree that:
 - 1.1 in this Appendix 2, the words and expressions in the table below have the meanings given to them unless the context otherwise requires;
 - 1.2 as at the date of this Agreement, the Parties have agreed that the APRS will not apply to this Agreement. The Parties may at any time during the Contract Term opt into the APRS and shall agree the APRS Effective Date and the APRS Rebate Percentages and shall use the change control note form set out at Annexure 1 to record such change.
 - 1.3 where the APRS is applicable to this Agreement, the provisions of this Agreement shall be construed in accordance with and in light of these APRS Clauses in order to give effect to the application of the APRS to this Agreement.

APRS	means the "Accelerated Payment Rebate Scheme" being a voluntary scheme by which the Contractor benefits from earlier payment of its invoices and the Authority benefits from a discount in relation to such earlier payments in accordance with the terms set out in these APRS Clauses;
APRS Clauses	means the provisions relating to the APRS set out within this Appendix 2 of Schedule 4 (Payment Schedule);
APRS Effective Date	means the date the Authority notifies the Contractor in accordance with paragraph 2.4 of these APRS Clauses;
APRS End Date	means the date on which the APRS ceases to apply to this Agreement in accordance with the Contractor or Authority notifications pursuant to paragraph 2.5 of these APRS Clauses;
APRS Rebate	means such amounts calculated and deducted from a Gross Amount in accordance with paragraph 2.10 of these APRS Clauses and deducted from the relevant invoice and APRS Rebates shall be construed accordingly;
APRS Rebate Percentage	means the relevant rebate percentages set out in paragraph 2.15 of these APRS Clauses and APRS Rebate Percentages shall be construed accordingly;
APRS Rebate Period	means the relevant period calculated by the ECC Payment System being the number of the days elapsed between the APRS Trigger Date and the Invoice Payment Date and does not include the APRS Trigger Date;
APRS Term	means the period from the Effective Date to the APRS End Date;
APRS Trigger Date	means the valid invoice receipt date on the ECC Payment System of an invoice submitted by the Contractor in accordance with the invoicing arrangements in this Agreement;
Expiry Date	means the expiry date of this Agreement;

ECC Payment System	means such payment processes and systems as the Authority has in place (from time to time) to process and pay invoices;
Gross Amount	during the APRS Term, such monthly gross amount calculated and payable in accordance with the terms of this Agreement which will be invoiced by the Contractor to the Authority after the APRS Effective Date and Gross Amounts shall be construed accordingly;
Invoice Payment Date	means the date on which the Authority creates a payment on the ECC Payment System for the relevant month for release to BACS.

2. **The APRS**

2.1 The Authority and the Contractor agree that:

- 2.1.1 the Contractor has the opportunity to benefit from the early payment of its invoices and for the Authority to benefit from a discount to the Contractor's invoices from the APRS Effective Date in accordance with the APRS Clauses of this Agreement;
- 2.1.2 the APRS shall apply to this Agreement during the APRS Term and the APRS Clauses shall apply to the payment of invoices submitted in accordance with this Agreement;
- 2.1.3 the APRS applies only to the submission and payment of invoices for the Gross Amounts under this Agreement and no other provisions in this Agreement are hereby affected;
- 2.1.4 the Authority shall be entitled to deduct and retain an APRS Rebate in relation to a Gross Amount invoiced in accordance with the processes set out in these APRS Clauses where the Authority pays the Contractor for such invoice earlier than the standard 30 day payment terms;
- 2.1.5 the Gross Amounts set out in this Agreement are unamended by the application of the APRS to this Agreement;
- 2.1.6 as at the date of this Agreement, the APRS Rebate Percentages applicable to this Agreement have been agreed by the Authority and the Contractor.

2.2 Where the APRS is applicable to this Agreement, the Contractor warrants that:

- 2.2.1 it has undertaken its own analysis of the potential impact and effect of the operation of the APRS on its cashflow and service delivery;
- 2.2.2 the deduction of any APRS Rebate will not have a negative effect or impact on the delivery of the Services under this Agreement in terms of volumes, levels of activity, manner of delivery or in any other way including staffing levels;
- 2.2.3 where the Authority does not pay any Gross Amount on an earlier date as contemplated by the APRS, this shall not have a negative effect or impact on the delivery of the Services under this Agreement.

- 2.3 The Contractor agrees that it shall not raise any claim, argument, complaint or defence that the operation or non-operation of the APRS has affected or impacted its ability to provide the Services under this Agreement and/or manage its cashflow.
- 2.4 The Authority shall notify the Contractor of the date when the APRS becomes operational for this Agreement and the first invoice to which it may apply and the date of such notification shall be the APRS Effective Date.
- 2.5 The Authority and the Contractor agree that the APRS shall apply to this Agreement for a minimum period of two (2) years from the APRS Effective Date and will thereafter continue until the Expiry Date (including any extension of this Agreement) unless and until:
 - 2.5.1 the Contractor opts out of the APRS giving not less than six (6) months' written notice to that effect to the Authority, such opting out and cessation of the application of the APRS in relation to this Agreement to be effective no earlier than the date that is two (2) years from the APRS Effective Date PROVIDED that where this Agreement has less than two (2) years duration from the APRS Effective Date, the APRS shall apply for the unexpired duration of this Agreement and the Authority and the Contractor shall agree the last invoice to which the APRS shall apply following the service of any such notice;
 - 2.5.2 the Authority serves notice on the Contractor to cease the application of the APRS to this Agreement; such notice can be served at any time on at least one months' notice including within the minimum two (2) year initial period from the APRS Effective Date and the Authority shall specify within such notice the last invoice to which the APRS shall apply provided that such notice cannot have retrospective effect.
- 2.6 Where the APRS ceases to apply by virtue of either the Contractor or the Authority serving notice in accordance with paragraph 2.5 above:
 - 2.6.1 the APRS will from the relevant date cease to apply to this Agreement and this Agreement shall otherwise continue in full force and effect;
 - 2.6.2 in respect of any Gross Amounts that have been validly invoiced in accordance with this Agreement but remain unpaid up to and including the date of the APRS ceasing to apply to this Agreement, the relevant terms of the APRS Clauses shall remain in full force and effect in respect of any such invoiced amounts until payment has been made in accordance with this Agreement.
- 2.7 Cessation of the application of the APRS to this Agreement shall not affect any rights, remedies, obligations or liabilities of the Authority and/or the Contractor that have accrued up to the date of cessation, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of cessation.
- 2.8 From the APRS Effective Date, the Contractor:
 - 2.8.1 shall comply with all processes notified to the Contractor in relation to the ECC Payment System;
 - 2.8.2 must submit (or continue to submit) electronic invoices to the Authority by turning relevant outstanding purchase orders into electronic invoices by utilising the PO Flip method in accordance with this Agreement;

- 2.8.3 must use an appropriate mutually agreed identifier on all invoices in accordance with processes agreed with the Authority in order for the Authority (and its suppliers) to calculate the APRS Rebate applicable to any relevant invoices;
 - 2.8.4 must ensure that each invoice contains separate lines to identify the costs that form the total payment requested for the relevant month;
 - 2.8.5 shall provide the Authority with a central e-mail address to which orders will be sent electronically via the ECC Payment System from the APRS Effective Date. It is the Contractor's responsibility to ensure that the continuity of service to such central e-mail address remains valid at all times and that orders are processed promptly;
 - 2.8.6 shall ensure that programs and/or other data downloaded, uploaded or in any way transmitted electronically to the Authority are free from viruses, or any other items of a destructive nature whatsoever.
- 2.9 In the event of any disputed invoice or part thereof, the Authority shall agree with the Contractor in relation to the relevant dispute as to how such invoice is to be treated which may include payment of the undisputed amounts by amendment of the invoice on the ECC Payment System in order to process the payment of the undisputed amounts including the calculation of the APRS Rebate (if any) applicable to such undisputed amounts or it may involve suspension of the invoice until such time as the dispute is resolved. The Authority shall not be obliged or required to agree any particular solution in the event of a disputed invoice which shall be subject to the dispute processes set out in this Agreement. Once the dispute has been resolved the calculation of any APRS Rebate shall thereafter be calculated in accordance with the processes agreed by the Parties in accordance with this paragraph 2.9 and consistent with the principles set out within this Agreement.
- 2.10 Following submission of the relevant invoice for the monthly Gross Amount:
 - 2.10.1 the Authority shall process such invoice including the carrying out of any matching and validation processes and if approved by the Authority, the Authority will create a payment for release to BACS;
 - 2.10.2 the APRS Trigger Date and the Invoice Payment Date are used to calculate the APRS Rebate Period;
 - 2.10.3 the relevant APRS Rebate Percentage applied - the relevant rebate percentage (%) will be calculated to 14 decimal places and it is this value that will be applied in all calculations. However, for simplicity, the rebate % displayed in the table at paragraph 2.16 (Rebate Percentages) has been rounded to 2 decimal places;
 - 2.10.4 the APRS Rebate will be calculated - rebates applied to invoices are calculated at an invoice line item level. The result of this calculation is rounded to the nearest pence;
 - 2.10.5 once the rebates for all line items have been calculated, they are aggregated to provide the total APRS Rebate value to be deducted from the Contractor's invoice on early payment of the invoice;
 - 2.10.6 early payment net of the APRS Rebate by BACS will take place three (3) Working Days after the Invoice Payment Date and does not include the Invoice Payment Date itself;

- 2.10.7 a debit memo/note indicating the value of the APRS Rebate will be issued to the Contractor;
- 2.10.8 by way of illustration only:
- *APRS Trigger Date: Monday 3 August 2025*
 - *Invoice Payment Date (BACS payment set up): Wednesday 19 August 2025*
 - *APRS Rebate Period: 16 days*
 - *Rebate applied: 0.x% of the Gross Amount for that calendar month*
 - *Funds received by the Contractor: Monday 24 August 2025.*
- 2.11 In the event the Contractor, acting reasonably, considers that the Authority has incorrectly calculated an APRS Rebate it shall within seven (7) days of the relevant payment being received by the Contractor raise a query in respect of that APRS Rebate with the Authority's Service Centre (whose details will be provided to the Contractor by the Authority, as updated from time to time). If the Contractor does not raise a genuine query under this paragraph 2.11 within seven (7) days of the relevant APRS Rebate being applied, the Contractor shall be deemed to have accepted such debit memo/note and adjusted payment and the Authority shall be entitled to retain that APRS Rebate. The Parties shall use reasonable endeavours to resolve any query raised in accordance with this paragraph 2.11 in a timely manner, including making relevant personnel available for the purpose.
- 2.12 For the avoidance of doubt, nothing in this APRS process shall:
- 2.12.1 change the obligation on the Authority to pay all invoices within 30 days of receipt of a valid invoice for a Gross Amount; or
- 2.12.2 require the Authority to make an early payment to the Contractor in respect of any Gross Amount and the Authority is under no obligation to maximise or prioritise payments to the Contractor; or
- 2.12.3 prevent the Authority from exercising its rights under this Agreement including where the Contractor is in default of its obligations under this Agreement.
- 2.13 The Authority shall not be responsible for any loss, disruption or damage to the Contractor's data or computer systems which may occur whilst using material derived from the ECC Payment System. The Authority recommends that users recheck all downloaded material with their own virus check software.
- 2.14 Where the Authority uses a supplier to deliver the APRS, such supplier is not authorised to make or enter into any commitments for or on behalf of the Authority.
- 2.15 Where the Parties agree to opt into the APRS during the Contract Term, the Parties shall agree the applicable APRS rebate percentages using the template below and record such matters in a change control note:

Rebate Period (number of days)	Percentage Rebate
0	[●]%
1	[●]%
2	[●]%
3	[●]%
4	[●]%

Rebate Period (number of days)	Percentage Rebate
5	[●]%
6	[●]%
7	[●]%
8	[●]%
9	[●]%
10	[●]%
11	[●]%
12	[●]%
13	[●]%
14	[●]%
15	[●]%
16	[●]%
17	[●]%
18	[●]%
19	[●]%
20	[●]%
21	[●]%
22	[●]%
23	[●]%
24	[●]%
25	[●]%
26	[●]%
27	[●]%
28	[●]%
29	[●]%
30	[●]%

Annexure 1

APRS Change Control Note Form

Contract Title and Reference:	***
Change Control Ref No:	***
Title of Change:	Activation of Accelerated Payment Rebate Scheme (APRS).
Details of Change:	<p>The Parties agree that from the date of this Change Control Note being the last date of signature of this Change Control Note:</p> <ul style="list-style-type: none"> a. the APRS will apply to this Agreement as set out in Appendix 1 of Schedule 2; and b. the APRS Effective Date shall be the date of this Change Control Note; and c. the APRS Rebate Percentages shall be as set out in the Annexure to this Change Control Note; and d. the first invoice to which the APRS shall apply will be the invoice submitted for Services provided in [month/year] <i>[Note: this will be the month previous to which the invoice is actually submitted on the basis that ECC standard terms are payment in arrears.]</i> <p>This Change Control note shall be deemed to be the notice to be provided by the Authority in accordance with paragraph 2.4 of Appendix 1 of Schedule 2 of the Agreement.</p>
Reasons for Change:	To agree the application of the APRS Clauses set out in the Agreement pursuant to paragraph 1.2 of Appendix 1.
Impact of Change:	As per Appendix 1 of Schedule 2 of the Agreement.
Timetable:	From the date of this Change Control Note, the APRS will apply to the Agreement.
Price:	Not applicable – no change in price of the Agreement.
Contractor's Authorised Signatory:	
Signed:	
Dated:	
Authority Response:	
Authority's Authorised Signatory :	
Signed:	
Dated:	

APRS Change Control Note - Annexure

Rebate Period (number of days)	Percentage Rebate
0	[●]%
1	[●]%
2	[●]%
3	[●]%
4	[●]%
5	[●]%
6	[●]%
7	[●]%
8	[●]%
9	[●]%
10	[●]%
11	[●]%
12	[●]%
13	[●]%
14	[●]%
15	[●]%
16	[●]%
17	[●]%
18	[●]%
19	[●]%
20	[●]%
21	[●]%
22	[●]%
23	[●]%
24	[●]%
25	[●]%
26	[●]%
27	[●]%
28	[●]%
29	[●]%
30	[●]%

SCHEDULE 5

Change Control Procedure

1. PRINCIPLES

- 1.1 Either Party may at any time request a change to the Services in accordance with the procedure set out in paragraph 2 below.
- 1.2 Neither the Authority nor the Contractor shall unreasonably withhold its agreement to any change.
- 1.3 The obligations of the Parties shall not be effected until a change control note in the form attached to this Schedule 5 (a “**Change Control Note**”) has been signed by the authorised signatory of both Parties.
- 1.4 The Authority shall not be responsible for the cost of any work undertaken or goods or materials ordered by the Contractor or its Sub-Contractors which has not been authorised in advance by a Change Control Note.

2. PROCEDURE

- 2.1 The Authority and the Contractor shall discuss changes proposed by either Party to this Agreement and such discussion shall result in:
 - 2.1.1 a decision not to proceed further; or
 - 2.1.2 a written request for a change by the Authority; or
 - 2.1.3 a recommendation for a change by the Contractor.
- 2.2 Where a written request for a change is received from the Authority, the Contractor shall submit two signed copies of a Change Control Note to the Authority within seven (7) days of such request.
- 2.3 A recommendation to amend this Agreement by the Contractor shall be submitted direct to the Authority in the form of two copies of a Change Control Note signed by the Contractor.
- 2.4 Each Change Control Note shall contain details of the change including, where applicable:
 - 2.4.1 the title of the change;
 - 2.4.2 the originator and the date of the request or recommendation for the change;
 - 2.4.3 the reason for the change;
 - 2.4.4 full details of the change including any specifications;
 - 2.4.5 the price, if any, of the change;
 - 2.4.6 a timetable for implementation together with any proposals for acceptance of the change;
 - 2.4.7 a schedule of payments, if applicable;
 - 2.4.8 the impact, if any, of the change on other aspects of this Agreement;
 - 2.4.9 the date of expiry of validity of the Change Control Note; and
 - 2.4.10 provision for signature by the Authority if the change is agreed.

- 2.5 For each Change Control Note submitted to the Authority, the Authority shall, within the period of the validity of the Change Control Note, evaluate the Change Control Note and, as appropriate:
- 2.5.1 request further information from the Contractor in which case the Contractor shall provide such information as soon as reasonably practicable and in any event within seven (7) days. The request for information and the information once provided shall be deemed to be part of the Change Control Note, and the Authority may approve or reject the Change Control Note upon receipt of the new information; or
- 2.5.2 notify the Contractor of the rejection of the Change Control Note.
- 2.6 A Change Control Note signed by both Parties shall constitute a variation to this Agreement in accordance with the terms of clause **Error! Reference source not found.** of this Agreement.

3. AUTHORISED SIGNATORIES

- 3.1 Where the change incurs no additional charges for the Authority the authorised representatives for both Parties will act as authorised signatories.
- 3.2 The authorised signatory for the Authority will be the Authority's Authorised Representative and the person(s) with appropriate delegated authority to authorise supplies and/or service orders dependant on the value of the additional charges (Refer to ECC Scheme of Delegation for Financial Management Appendix A.)
- 3.3 The authorised signatory for the Contractor shall be deemed to be the Contractor's Authorised Representative in the absence of any written notification to the contrary from the Contractor to the Authority.

4. Change Control Note Form

Authority's Agreement Title and Reference:	
Change Control Ref No:	
Title of Change:	
Details of Change:	
Reasons for Change:	
Impact of Change:	
Timetable:	
Price:	£
Contractor's Authorised Signatory:	
Signed:	
Dated:	
Authority Response:	
Authority's Authorised Signatory:	
Signed:	
Dated:	

Note: The format of the Change Control Note may vary from time to time in circumstances where additional information is deemed necessary by the Authority or the Contractor in order to accurately reflect the nature of the change.

SCHEDULE 6

Information Handling

1. Definitions and Interpretation

1.1 In this Schedule 6, the definitions set out in Schedule 1 (*Definitions*) and Schedule 11 (*Data Protection*) of this Agreement will apply.

2. Resolution of Inconsistency

2.1 The Contractor shall immediately upon becoming aware of the same notify the Authority of any inconsistency between the provisions of the Legislation and the standards, guidance and policies applicable under this Schedule (or between those standards, guidance and policies) and the Authority, as soon as practicable, shall advise the Contractor which provision the Contractor shall be required to comply with (but not so as to place the Contractor in breach of any Legislation).

3. Protection of Information

3.1 The Contractor acknowledges that the confidentiality, integrity and availability of Information and on the security provided in relation to Information is a material element of this Agreement.

3.2 The Contractor shall and shall at all times provide a level of security which:

3.2.1 is in accordance with Good Industry Practice, Legislation and this Agreement;

3.2.2 complies with the Authority's Information Policy;

3.2.3 meets any specific security threats identified from time to time by the Authority;
and

3.2.4 complies with applicable ISO standards and in particular ISO/IEC27001 and ISO/IEC27002.

3.3 The Contractor shall ensure that it provides comparable technical and policy coverage of security to Information as if it were being processed directly by the Authority. This shall include but not limited to the following:

3.3.1 All mobile storage systems and hardware shall be encrypted to at least industry standards.

- 3.3.2 All Staff shall be appropriately vetted before use in the services which are the subject of this Agreement.
- 3.3.3 All staff shall receive adequate information governance training which shall be regularly refreshed.
- 3.3.4 All buildings and physical environments shall be subject to appropriate physical security and protection.
- 3.3.5 When handling NHS data, the Contractor shall apply Safe Haven usage to at least NHS standard.
- 3.3.6 The Contractor shall permit access to Information by employees of the Authority only as may be specifically designated by the Authority.
- 3.3.7 The Contractor shall securely destroy all Information provided or created under this Agreement and no longer required to be retained in accordance with this Agreement.
- 3.4 The Contractor will have in place fully tested and effective disaster recovery and business continuity plans.
- 3.5 The Contractor shall observe the following principles when handling data.
 - 3.5.1 Every proposed use or transfer of Personal Data within or from the organisation should be clearly defined and scrutinised, with continuing uses regularly reviewed by an appropriate guardian.
 - 3.5.2. Personal Data must not be used unless it is absolutely necessary. Personal Data should not be used unless there is no alternative.
 - 3.5.3 The minimum necessary Personal Data is to be used. Where use of Personal Data is considered essential, each individual item of information should be justified with the aim of reducing identification.
 - 3.5.4 Access to Personal Data should be on a strict need to know basis. Only those individuals who need access to Personal Data should have access to it, and they should only have access to the data that they need to see.
 - 3.5.5 All Staff handling Personal Data must be aware of their responsibilities and obligations to respect personal confidentiality.

- 3.5.6 All persons handling Personal Data must understand and comply with the Legislation. Every use of Personal Data information must be lawful.
- 3.6 Any Information received by the Contractor from the Authority under this Agreement or generated by the Contractor pursuant to this Agreement shall remain at all times the property of the Authority. It shall be identified, clearly marked and recorded as such by the Contractor on all media and in all documentation.
- 3.7 The Contractor shall not, save as required by this Agreement, without the prior written consent of the Authority disclose to any other person any Information provided by the Authority under this Agreement.
- 3.8 The Contractor shall advise the Authority of any intention to procure the services of any other agent or subcontractor in connection with this Agreement and shall pay due regard to any representations by the Authority in response.
- 3.9 The Contractor shall observe and comply with the Authority's confidentiality requirements applicable from time to time.
- 3.10 The Contractor shall take all necessary precautions to ensure that all Information obtained from the Authority under or in connection with this Agreement, is given only to such of the Contractor's staff and professional advisors or consultants engaged to advise the Contractor in connection with this Agreement as is strictly necessary for the performance of this Agreement, and is treated as confidential and not disclosed (without prior written approval) or used by any such staff or such professional advisors or consultants otherwise than for the purposes of this Agreement.
- 3.11 The Contractor shall not use any Information it receives from the Authority otherwise than for the purposes of this Agreement.
- 3.12 With regard to Authority Data:
- 3.12.1 The Contractor shall not delete or remove any proprietary notices contained within or relating to the Authority Data.
- 3.12.2 The Contractor shall not store, copy, disclose, or use the Authority Data except as necessary for the performance by the Contractor of its obligations under this Agreement or as otherwise expressly authorised in writing by the Authority.
- 3.12.3. To the extent that Authority Data is held and/or processed by the Contractor, the Contractor shall supply that Authority Data to the Authority in a mutually agreed format.

- 3.12.4. The Contractor shall take responsibility for preserving the integrity of Authority Data and preventing the corruption or loss of Authority Data.
- 3.12.5 The Contractor shall perform secure back-ups of all Authority Data and shall ensure that up-to-date back-ups are stored off-site in accordance with the Business Continuity and Disaster Recovery Plan. The Contractor shall ensure that such back-ups are available to the Authority at all times upon.
- 3.12.6 The Contractor shall ensure that any system on which the Contractor holds any Authority Data, including back-up data, is a secure system that complies with the Authority's Information Policy.
- 3.12.7 If the Authority Data is corrupted, lost or sufficiently degraded as a result of the Contractor's Default so as to be unusable, the Authority may:
 - 3.12.7.1 require the Contractor (at the Contractor's expense) to restore or procure the restoration of Authority Data in full and in not later than three (3) days (subject to any agreed business continuity and disaster recovery plan); and/or
 - 3.12.7.2 in default thereof itself restore or procure the restoration of Authority Data, and shall be repaid by the Contractor any reasonable expenses incurred in doing so.
- 3.12.8 If at any time the Contractor suspects or has reason to believe that Authority Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Contractor shall notify the Authority immediately and inform the Authority of the remedial action the Contractor proposes to take.

4. Disclosures by the Authority

- 4.1 Nothing in this Agreement shall prevent the Authority disclosing any Information:
 - 4.1.1 for the purpose of the examination and certification of the Authority's accounts; or
 - 4.1.2 any examination pursuant to Section 6 (1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources; or
 - 4.1.3 to any government department or any other contracting authority (as defined by The Procurement Act 2023). All government departments or contracting authorities receiving such Confidential Information shall be entitled to further disclose the

Confidential Information to other government departments or other contracting authorities on the basis that the information is confidential and is not to be disclosed to a Contractor which is not part of any government department or any contracting authority; or

- 4.1.4 to any person engaged in providing any services to the Authority for any purpose relating to or ancillary to this Agreement provided that in disclosing information the Authority discloses only the information which is necessary for the purpose concerned and requires that the information is treated in confidence and that a confidentiality undertaking is given where appropriate.

5. Accessibility of Data

- 5.1 Where the Contractor is undertaking work on behalf of the Authority to develop new systems, practices or documentation in processing of data, the Contractor shall ensure that these have the ability to extract data in an accessible format.

6. Know-how

- 6.1 Nothing in this Agreement shall prevent either party from using any techniques, ideas or know-how gained during the performance of this Agreement in the course of its normal business, to the extent that this does not result in a disclosure of Information the subject of this Agreement.

7. Information Breach

- 7.1 The Contractor shall ensure any Information Breach is reported to the Authority within 1 Working Day whether actual, potential or attempted.
- 7.2 The Contractor will ensure any Information Breach is internally investigated, and appropriate remedial action is taken, along with supporting the Authority in any investigation by it.
- 7.3 The Contractor will immediately take all reasonable steps to remedy such breach and to protect the integrity of both parties against any actual, potential or attempted breach or threat and any equivalent attempted breach in the future.

8. Breach, termination and continuance

- 8.1 The Contractor shall indemnify the Authority for any breach of the requirements of this schedule which renders the Authority liable for any costs, fines, claims or expenses under Legislation howsoever arising.
- 8.2 A material failure on the part of the Contractor to comply with the provisions of this schedule shall entitle the Authority to terminate this Agreement with immediate effect and to recover the costs incurred in consequence as a civil debt from the Contractor.

- 8.3 On termination of this Agreement howsoever arising the Contractor shall when directed to do so by the Authority, and instruct all its agents and Sub-Contractors to:
- 8.3.1 transfer to the Authority the whole or any part of the Personal Data and other Information received or acquired by the Contractor for the purposes of or in the course of the delivery of the services the subject of this Agreement; and
 - 8.3.2 destroy or erase the whole or any part of such Personal Data and other Information retained by the Contractor and provide to the Authority such proof of destruction as the Authority may reasonably specify.
- 8.4 The provisions of this paragraph shall continue in effect notwithstanding termination of this Agreement.

SCHEDULE 7

Safeguarding

NOT USED

SCHEDULE 8

Authority's Policies

1. The Contractor shall, at all times during the performance of the Services on behalf of the Authority, comply with the following policies and standards, as may be updated or amended from time to time:
 - a. Environment Policy - [Our environmental statement](#)
 - b. Essex County Council Supplier Charter - [ECC Supplier Charter](#)
 - c. Code of Conduct Policy – [Code of Conduct](#)
 - d. Health and Safety Policy - [Health and Safety Policy](#)
 - e. Information Policy Requirements - [Information Policy](#)
 - f. Modern Slavery - [Modern Day Slavery](#)
2. The Contractor shall ensure that all personnel engaged in the delivery of the Services are made aware of, and adhere to, the above policies.

SCHEDULE 9

Exit

1. INTRODUCTION

- 1.1 This Schedule 9 describes the duties and responsibilities of the Contractor in the event that on expiry or termination of this Agreement, the Authority continues to require the provision of services which are the same or similar to the Services.
- 1.2 The Contractor shall impose obligations on any Sub-Contractor in the same terms as those imposed upon it pursuant to this Schedule 9 and shall procure that such Sub-Contractor complies with such obligations.

2. TENDER ASSISTANCE AND PROVISION OF INFORMATION

2.1 Date for Provision of Procurement Assistance

- 2.1.1 The Contractor shall provide the following procurement assistance and comply with the obligations set out in this paragraph 2 from the earliest of the following dates (the “**Tender Assistance Date**”):
 - (a) the date of receipt by either party of a notice of termination;
 - (b) 18 months prior to the Expiry Date;
 - (c) the date on which the Authority first gives public notice of a tender process to provide services the same or similar to the Services; and
 - (d) such other date as may be agreed by the Parties.

2.2 General

- 2.2.1 The Contractor shall co-operate fully and in good faith and provide to the Authority the information set out in this Schedule to enable the Authority to compile tender documentation for issue to potential Future Contractors as part of a tender process and to enable potential Future Contractors to:

- (a) prepare an informed and to the extent reasonably possible, non-qualified offer to operate the same or similar services to the Services; and
 - (b) compete on an equal footing with the Contractor in the tender process if applicable.

Such information shall include documents and data in the Contractor's possession or control which relates to this Agreement, including performance, monitoring, management and reporting under this Agreement.

- 2.2.2 The Contractor shall assist by affording the Authority and other potential Future Contractors bidding in a tender process reasonable access to:

- (a) relevant facilities, including Authority Assets, Authority Accommodation and any other relevant assets and accommodation;
 - (b) any key or senior employees.

2.3 Third Party Contracts and Contractor Subcontracts

- 2.3.1 Within twenty (20) days of the Tender Assistance Date the Contractor shall provide the Authority with an up to date list of any sub-contracts relevant to the provision of the Services.

2.4 Intellectual Property Rights

Within twenty (20) days of the Tender Assistance Date the Contractor shall provide the Authority with an up to date list of all Intellectual Property Rights used in the provision of the Services and in respect of each of these, provide the Authority with a description of the relevant operations, functions, activities and processes used and/or followed by the Contractor.

2.5 Authority Assets

- 2.5.1 The Contractor shall provide the Authority with an up to date Authority Asset register (if applicable) clearly identifying all Authority Assets. The Contractor shall return the same to the Authority or shall, as directed by the Authority, transfer the same to a Future Contractor at the Expiry Date or earlier termination of this Contract.

2.6 Accommodation

- 2.6.1 The Contractor shall provide the Authority with an up to date list of any accommodation (not including Authority Accommodation) used in the delivery and operation of the Service including the address details of the location, the type of work carried out at the location (apart from the operation of the Services), and the hours of operation.

2.7 Use of information

- 2.7.1 The Authority shall be entitled to use the lists and information detailed in this Schedule 9, together with any information obtained during the Contract Term (subject to the confidentiality provisions in this Contract) for the Authority's and any potential Future Contractor's information (subject to appropriate confidentiality undertakings from the potential Future Contractor). In particular, the Authority may disclose such lists and information in any tender process.

2.8 Updating Information

- 2.8.1 From the Commencement Date up to and including the Expiry Date or earlier termination of this Contract, the Contractor shall promptly notify and consult with the Authority regarding any proposed material changes to any of the items which are the subject of the lists and information described in this Schedule 9 which may materially impact upon the operation of the Services. Where the Authority considers that a proposed material change will have a material impact, the Contractor shall not implement the change without the prior written consent of the Authority.

2.9 Optional Services

- 2.9.1 The Contractor shall, if so requested by the Authority, include in the Draft Transfer Plan and the Transfer Plan required by paragraph 4 a statement of (a) the services (additional to those required by this Contract) which in the professional opinion of the Contractor are necessary or advisable for the Authority to procure in connection with the transition to a New Contractor and (b) the price at which the Contractor is willing to provide the same to the Authority. The acceptance by the Authority of a Draft Transfer Plan or a Transfer Plan shall not constitute a commitment to take such services or acceptance of such a

price. Such commitment and acceptance shall only be valid in writing signed by the Authority's Authorised Representative.

3. FURTHER-TRANSFERRING EMPLOYEES

- 3.1 The Contractor shall provide information concerning relevant staff working on the Services to assist with any further-transferring employee obligations.

4. TRANSITION PLANNING

4.1 Date for Provision of Transfer Plan

- 4.1.1 The Contractor shall:
- (a) provide the Authority with a draft Transfer Plan; and
 - (b) appoint a suitable Transfer Manager,
- by no later than 6 (six) calendar months before the Expiry Date.
- 4.1.2 The draft Transfer Plan shall specify in detail how and when the Contractor will fulfil its obligations in accordance with paragraphs 1 and 2 of this Schedule 9, how and when it will transfer the Authority Assets, any Intellectual Property and the Further-transferring Employees in accordance with this Agreement to the Authority or the Future Contractor and any other obligations relating to the transfer of the provision of Services.
- 4.1.3 The Draft Transfer Plan and the Transfer Plan shall be prepared in accordance with Annex A to this Schedule but shall only become agreed documents when signed by the Authority's Authorised Representative and the Contractor's Authorised Representative.
- 4.1.4 The Parties shall review and update the Transfer Plan as appropriate up to and including the Expiry Date of this Contract.

ANNEX A: TRANSFER PLAN

Sample template

Note: Writing in italics is to aid completion of the Transfer Plan by the Contractor.

1.1 Summary of Transfer Plan methodology and approach

Brief summary of the methodology and approach being adopted.

1.2 Representatives

The name and contact details of each Party's Transfer Manager who will act as the primary point of contact for all exit related matters.

1.3 Transfer Team

*The timing and process for jointly establishing a transfer team of suitably skilled representatives of the Parties to manage the implementation of the Transfer Plan ("**Transfer Team**"), and replacements thereto and in particular;*

- (A) *the name and contact details for each member of the Transfer Team (to consist of no more than 5 representatives from each party) and his/her role;*
- (B) *reporting lines;*
- (C) *liaison lines between the Authority and the Contractor;*
- (D) *responsibilities for approval of documentation and plans; and*
- (E) *escalation processes.*

1.4 Duration

Unless the parties agree otherwise:

the Draft Transfer Plan shall cover the period from receipt of the initial Draft Transfer Plan through to formal approval of the Transfer Plan; and

the Transfer Plan shall cover the period from formal approval of the Draft Transfer Plan to the Termination Date.

1.5 Project Plan and Key Activities

A project plan detailing the timeframes for implementation of each part of the Transfer Plan and any milestones that need to be met by the Contractor or the Authority or any Future Contractor.

1.6 Management Procedures

Details of the management processes and controls to be used in the implementation of the Transfer Plan.

1.7 Meetings

A list of the meetings that shall take place during the implementation of the Transfer Plan. Unless agreed otherwise, the Exit Team shall meet at least once a week.

1.8 Transfer of Authority Property

A list of the Authority Property that is capable of delivery by leaving the Authority Property in situ in a safe and secure condition at the relevant Authority Accommodation, and any other Authority Property that is to be transferred to Authority or to a Future Contractor.

An outline of the process and timeframes for the transfer of relevant Authority Property to the Authority or to a Future Contractor.

1.9 Documentation

A list of the documents that are capable of delivery and any other documents and specifications that the parties have agreed should be transferred to the Authority or to a Future Contractor.

An outline of the process, timeframes and terms of the transfer of the items listed.

1.10 Data

An outline of the procedures and format for the transfer and/or removal of data from the Contractor's systems.

1.11 Software and Licences

An outline of any special transition provisions relating to the transfer, granting or removal of any software or the transfer, granting or termination of any software licences.

1.12 Intellectual Property Rights

The procedure, format and timeframe for the handback or destruction of assets and/or any other documents/materials containing the other party's Intellectual Property Rights.

1.13 Support Arrangements

A list of all Contractor internal and Sub-Contractor/third party support arrangements used in the delivery of the Services.

1.14 Supply of TUPE Information

The personnel information with regards staff working to provide the services prior to expiry and/or termination of the agreement.

1.15 Contracts

A list of all Sub-Contracts or other relevant contracts (if any).

1.16 Training and Knowledge Transfer

The procedure, structure and timeframe for training and any knowledge transfer required for the employees of the Authority or the Future Contractor as the case may be.

1.17 Required Consents

A list of any and all approvals, consents, licences, permissions, certificates and statutory agreements, permits or authorisations which are necessary, desirable or required by Legislation or by any competent

authority obtained, or to be obtained, by the Contractor for the performance of the Services or the occupation and use of premises or accommodation.

1.18 Commercial Information and Agreements

A full listing of the commercial information relevant to the Services including, but not limited to, transaction volumes, data volumes stored, performance against the SLAs.

1.19 Risks and dependencies

A full list of risks and dependencies identified and any mitigation measures and actions identified to manage.

1.20 Other Information

Any other information or action pertaining to the Transfer Plan required by the Authority to ensure a smooth and timely transfer to the Authority or a Future Contractor as the case may be.

1.21 Optional Service Costs

A separate cost proposal for optional services that the Authority may decide to rely on for the provision of transfer services in accordance with paragraph 2.9 above

Schedule 10

Clinical Governance

NOT USED

Schedule 11

Data Protection

1. The terms and expression used in this Schedule 11 (Data Protection) shall have the meanings set out below in so far as they are not defined in Schedule 1 or elsewhere in this Agreement.

Agreed Purpose	<p>means such data sharing of Personal Data for the purposes of:</p> <ul style="list-style-type: none">a) the Parties being enabled to discharge their respective legal and contractual obligations under this Agreement and the Data Protection Legislation for the benefit of the individuals (both Staff and service users) providing and receiving the Services under this Agreement;b) the Authority being enabled to discharge its statutory functions and duties and corporate aims and objectives arising from its duty to commission and ensure the provision of the Services under this Agreement and such other services in relation to the health and wellbeing of the population of Essex similar or complementary to the Services under this Agreement;c) the Authority being enabled to ensure that the practices of the Contractor, its Sub-contractors and any Staff are compliant with all safeguarding requirements in the provision of Services under this Agreement.
Controller	<p>has the meaning given to it in section 6 of the DPA 2018.</p>
Data Loss Event	<p>means any event that results, or may result, in unauthorised access to Personal Data under this Agreement and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement including any Personal Data Breach.</p>
Data Processing Schedule	<p>means Annex 1 of this Schedule 11 (Data Protection) that sets out the processing the Contractor is authorised to undertake under this Agreement.</p>
Data Protection Impact Assessment	<p>means an assessment by the Authority of the impact of the envisaged processing on the protection of Personal Data.</p>
Data Protection Legislation	<p>means all applicable data protection and privacy legislation in force from time to time in the UK including without limitation:</p> <ul style="list-style-type: none">(a) the UK GDPR;(b) the DPA 2018;

- (c) the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; and
- (d) the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and which are applicable to a Party.

Data Protection Officer	has the meaning given to it in the Data Protection Legislation.
Data Subject	means the identified or identifiable living individual to whom the Personal Data relates.
Data Subject Right Request	means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation.
DPA 2018	means the Data Protection Act 2018 and regulations made thereunder.
Permitted Recipients	the Parties to this Agreement, the employees of each Party, any third parties engaged to perform obligations in connection with this Agreement.
Personal Data	has the meaning given in the Data Protection Legislation being any information relating to an identified or identifiable living individual that is processed by the Contractor on behalf of the Authority as a result of, or in connection with, the provision of the Services; an identifiable living individual is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of the individual.
Personal Data Breach	has the meaning given in the Data Protection Legislation.
Processor	has the meaning given in the Data Protection Legislation being a natural or legal person, public authority, agency or other body which processes personal data on behalf of the Controller.
Protective Measures	means 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 the such measures adopted by it.

Records of Processing Activities

has the meaning given in the Data Protection Legislation.

Shared Personal Data

means:

- (a) all such Personal Data shared between the Parties in relation to any adults and/or children and/or service user in receipt of the Services provided by the Contractor; and/or
- (b) all such Personal Data that is reasonably required by the Authority in order to assess the level of need, care and/or intervention required by the adult and/or child and/or service user to ensure compliance with the Authority's statutory duties and other duties in relation to the health and wellbeing of the population of Essex,

in accordance with the categories of specified personal data and special category personal data set out in Annex 2 (Shared Personal Data) of Schedule 11 (Data Protection) and all practices, protocols and agreements agreed between the Parties from time to time.

Standard Contractual Clauses (SCC)

means the Information Commissioner's Standard Contractual Clauses for the transfer of Personal Data from the European Union to processors established in third countries (controller-to-processor transfers), or such alternative clauses as may be approved by the Information Commissioner from time to time.

Sub-processor

means any third party appointed to process Personal Data on behalf of the Contractor related to this Agreement.

UK GDPR

means the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) as defined within section 3(10) (as supplemented by section 205(4)) of the DPA 2018, as amended or re-enacted from time to time and any United Kingdom Act recognised in UK law substantially replacing the same.

2. Each Party, including its Sub-Contractors and their Staff shall comply with all applicable requirements of the Data Protection Legislation. The provisions in this Schedule 11 (Data Protection) are in addition to, and does not relieve, remove or replace, a Party's obligations under the Data Protection Legislation.
3. The Contractor shall give all reasonable assistance to the Authority necessary to enable it to comply with its obligations under the Data Protection Legislation and to meet its duties in the commissioning and delivery of the Services. The parties shall comply with Schedule 6 (Information Handling). Each Party shall not knowingly or negligently by any act or omission, place the other Party in breach, or potential breach, of the Data Protection Legislation.

4. In the event that the Contractor does not have a security policy that complies with the Authority's relevant standard, the Authority shall be entitled to establish its own systems audit for evaluating and monitoring the effectiveness of the Contractor's data protection systems and shall be entitled to deduct the reasonable cost of so doing from sums due to the Contractor.
5. The Parties acknowledge that under this Agreement for the purposes of the Data Protection Legislation.
6. The Parties acknowledge that there may be instances where each Party is a Controller of certain Personal Data and each Party agrees that the disclosure of the Shared Personal Data is necessary and such sharing, disclosure shall be compliant with the Agreed Purposes and the Data Protection Legislation. Where at the date of this Agreement the Provider is a Controller, the relevant Shared Personal Data is set out within Annex 2 of this Schedule 11 (Data Protection). Where following the date of this Agreement, the Provider is also a Controller, the Parties shall agree what constitutes the "Shared Personal Data" as a priority and in any event within thirty (30) days of either Party becoming aware that the Provider is a Controller. The Council and the Provider agree to share the Shared Personal Data in accordance with this Agreement including Schedule 6 (*Information Handling*) and agree to:
 - 6.1. ensure that it has all necessary notices and consents in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes;
 - 6.2. give full information to any data subject whose Personal Data may be processed under this Agreement of the nature of such processing. This includes giving notice that, on the termination of this Agreement, Personal Data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;
 - 6.3. process the Shared Personal Data only for the Agreed Purposes;
 - 6.4. not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
 - 6.5. ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this Agreement.
7. The Contractor agrees that the only processing that the Contractor is authorised by the Authority to do is listed in the Data Processing Schedule and may not be amended or otherwise determined by the Contractor. The Parties shall enter into any supporting data processing agreements necessary to ensure compliance with the Data Protection Legislation and good practice.
8. The Contractor shall notify the Authority immediately if it considers that any of the Authority's instructions infringe the Data Protection Legislation.
9. The Contractor shall provide all reasonable assistance to the Authority in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Authority, include:
 - 9.1. a systematic description of the envisaged processing operations and the purpose of the processing;

- 9.2. an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - 9.3. an assessment of the risks to the rights and freedoms of Data Subjects; and
 - 9.4. the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
10. The Contractor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement process that Personal Data only in accordance with the Data Protection Legislation and Data Processing Schedule, unless the Contractor is required to do otherwise by Legislation. If it is so required, the Contractor shall promptly notify the Authority before processing the Personal Data unless prohibited by Legislation.
11. The Contractor shall ensure that it has in place Protective Measures that comply with the Data Protection Legislation and the Authority's Information Policy to protect against a Data Loss Event having taken account of the:
 - 11.1. nature of the data to be protected;
 - 11.2. harm that might result from a Data Loss Event;
 - 11.3. state of technological development; and
 - 11.4. cost of implementing any measures.
12. The Authority reserves the right to review the Protective Measures at any point and the Contractor shall facilitate such review. Where the Protective Measures in paragraph 11 do not comply with the Data Protection Legislation or the Authority's Information Policy, the Contractor shall implement any remedial changes to the Protective Measures requested by the Authority at the Contractor's expense.
13. The Contractor shall ensure that:
 - 13.1. the Staff do not process Personal Data except in accordance with this Agreement (and in particular the Data Processing Schedule);
 - 13.2. it takes all reasonable steps to ensure the reliability and integrity of any Staff who have access to the Personal Data and ensure that they:
 - 13.2.1. are aware of and comply with the Contractor's duties under this Schedule 11 (Data Protection), Schedule 6 (Information Handling) and the Data Processing Schedule;
 - 13.2.2. are subject to appropriate confidentiality undertakings with the Contractor or any permitted Sub-processor;

- 13.2.3. 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 Authority or as otherwise permitted by this Agreement; and
- 13.2.4. have undergone adequate training in the use, care, protection and handling of Personal Data.

14. The Contractor shall notify the Authority immediately if it:

- 14.1. receives any Data Subject Right Request or purported Data Subject Right Request;
- 14.2. receives a request to rectify, block or erase any Personal Data;
- 14.3. receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- 14.4. receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
- 14.5. 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 Legislation; or
- 14.6. becomes aware of a Data Loss Event,

and the Contractor's obligation to notify shall include the provision of further information to the Authority in phases, as details become available.

15. Taking into account the nature of the processing, the Contractor shall provide the Authority with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made (and insofar as possible within the timescales reasonably required by the Authority) including by promptly providing:

- 15.1. the Authority with full details and copies of the complaint, communication or request;
- 15.2. such assistance as is reasonably requested by the Authority to enable the Authority to comply with a Data Subject Right Request within the relevant timescales set out in the Data Protection Legislation;
- 15.3. the Authority, at its request, with any Personal Data it holds in relation to a Data Subject;
- 15.4. assistance as requested by the Authority following any Data Loss Event;
- 15.5. assistance as requested by the Authority with respect to any request from the Information Commissioner's Office, or any consultation by the Authority with the Information Commissioner's Office.

16. The Contractor shall maintain complete and accurate Records of Processing Activities. This requirement does not apply where the Contractor employs fewer than 250 staff, unless:

- 16.1. the Authority determines that the processing is not occasional;
- 16.2. the Authority 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; and
- 16.3. the Authority determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
17. The Contractor shall allow for audits of its data processing activity by the Authority or the Authority's designated auditor.
18. The Contractor shall designate a data protection officer if required by the Data Protection Legislation.
19. The Authority may in complying with a statutory obligation or any guidance issued by the Information Commissioner's Office on not less than thirty (30) Working Days' notice, revise this Schedule 11 (Data Protection) by amending, revising or replacing it with any provisions which are compliant and/or 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 Agreement).
20. The Parties agree to take account of any rulings and/or guidance issued by the Information Commissioner's Office.
21. The Contractor shall at the written direction of the Authority, delete or return Personal Data (and any copies of it) to the Authority on expiry or termination of this Agreement unless the Contractor is required by Legislation to retain the Personal Data.
22. The Contractor shall provide the Authority with contact details of at least one employee as a point of contact and responsible manager for all issues arising out of the Data Protection Legislation, including the joint training of relevant staff, the procedures to be followed in the event of a data security breach, and the regular review of the Contractor's compliance with the Data Protection Legislation.
23. At the written direction of the data discloser, the other Party shall delete or return Shared Personal Data and copies thereof to the data discloser on expiry or termination of this Agreement unless required by Legislation to store the Personal Data.
24. The Contractor shall use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from Personal Data transfers.

Outside of the UK processing

25. The Contractor shall not transfer or otherwise process any Personal Data outside of the UK (including any proposed sub-processing) unless the prior written consent of the Authority has been obtained and all the following conditions are fulfilled at all times in relation to such processing:

25.1. either:

25.1.1. the Contractor is processing the Personal Data in a territory which is subject to adequacy regulations under the Data Protection Legislation that the territory provides adequate protection for the privacy rights of individuals as identified in the Data Processing Schedule; or

25.1.2. the Contractor has provided appropriate technical and organisational data security measures and safeguards in relation to the transfer (in accordance with the UK GDPR Article 46) as consented to by the Authority prior to any such processing commencing and if agreed at the commencement of this Agreement as set out in the Data Processing Schedule;

25.2. the Data Subject has enforceable rights and effective legal remedies;

25.3. the Contractor 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 Authority in meeting its obligations); and

25.4. the Contractor shall prior to commencing any processing confirm its processes for challenging requests by any governmental and/or law enforcement authority to access any Personal Data and shall confirm the robustness of such processes to the Authority's satisfaction;

25.5. the Contractor shall immediately notify the Authority of any requests for access to or actual access to Personal Data from or by governmental and/or law enforcement authorities so that the Authority can intervene unless truly prohibited by law from doing so;

25.6. the Contractor shall prior to any such processing commencing provide statistics as to how often and what types of requests have been complied with in relation to Personal Data in the past 24 months so that the Authority can assess the likelihood of its Personal Data being accessed on an on-going basis;

25.7. the Contractor shall on request relocate specified data processing activities (or parts thereof) to other countries or ultimately cease processing and the Contractor and Authority shall agree the impact of any such change to this Agreement - for the avoidance of doubt, any request arising from the Contractor being non-compliant with the Data Protection Legislation and/or the measures in place which were agreed for any such processing is automatically deemed to be a reasonable request and any such change must be agreed within 3 Working Days and all processing must cease unless the Authority agrees otherwise;

25.8. the Contractor shall comply with any reasonable instructions notified to it in advance by the Authority with respect to the processing of the Personal Data;

25.9. the Contractor shall comply with any other requirements specified by the Authority including anything necessary to comply with any guidance or requirement issued by the Information Commissioner;

25.10.if any Personal Data transfer between the Authority and the Contractor (where the Authority is the entity exporting Personal Data to the Contractor outside the UK) requires execution of the SCC in order to comply with the Data Protection Legislation, the Parties will complete all relevant details in, and execute, the SCC (or any replacement thereof), and take all other actions required to legitimise the transfer.

Sub-processing

26. In relation to any sub-processing of any Personal Data related to this Agreement by a Sub-processor, the Contractor must comply with the following:

26.1. prior to any such sub-processing commencing, the Contractor must obtain the written consent of the Authority providing the Authority with details in writing of the intended Sub-processor and processing;

26.2. the Contractor shall provide the Authority with such information regarding the Sub-processor at all times (including in relation to any request for consent under the paragraph above) as the Authority may reasonably require which includes any such requirements as would be imposed by the Authority under this Schedule 11 (Data Protection) in relation to the Contractor;

26.3. if the Authority consents to such proposed sub-processing, the Contractor must enter into a written agreement with the Sub-processor which gives effect to the terms set out in this Agreement relating to data protection including this Schedule 11 (Data Protection), Schedule 6 (Information Handling) and the Data Processing Schedule such that they apply to the Sub-processor and provide a copy of such agreement to the Authority;

26.4. if the Authority consents to the appointment by the Contractor of a Sub-processor located outside the UK, the Contractor must enter into the SCC (or any replacement thereof) with the Sub-processor prior to the Sub-processor processing any Personal Data relating to this Agreement and provide a copy of the executed SCC to the Authority - the Contractor agrees that the SCC will take priority over the terms of any other agreement between the Contractor and the Sub-processor whether entered into before or after the date the SCC are entered into;

26.5. if the Authority consents to such proposed sub-processing, the Contractor shall:

26.5.1. procure compliance by the Sub-processor with the obligations relating to data processing under this Agreement;

26.5.2. remain fully liable for all acts or omissions of any Sub-processor;

26.5.3. maintain control over all of the Personal Data it entrusts to the Sub-processor; and

26.5.4. be deemed to control legally any Personal Data controlled practically by or in the possession of its Sub-processor;

26.5.5. ensure that the Sub-processor's contract terminates automatically on termination of this Agreement for any reason.

SCHEDULE 11 – DATA PROTECTION**ANNEX 1****DATA PROCESSING SCHEDULE**

1. The Contractor shall comply with any further written instructions with respect to processing by the Authority.
2. Any such further instructions shall be incorporated into this Schedule.

DETAILS	DESCRIPTION
Subject matter of the processing	Insert details
Duration of the processing	Insert duration
Nature and purposes of the processing	<p>Nature of the processing includes:</p> <ul style="list-style-type: none"> a. collection, b. recording, c. organisation, d. structuring, e. storage of personal data for the provision of [*] services.
Type of Personal Data	a. [*]
Categories of Data Subject	<ul style="list-style-type: none"> a. Students b. Suppliers c. Carers (& Reps) d. Employees/contractors e. School staff f. ECC officers
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	The data will be retained by the Contractor for the duration of the contract and thereafter returned to the Authority in line with the obligations in the contract.
Legal Basis for processing Personal Data outside the UK	<p>Not applicable.</p> <p>Standard Contractual Clauses between Authority as "data exporter" and Contractor as "data importer" to be used for Data Transfers to [territory].</p> <p>Standard Contractual Clauses between Contractor as "data exporter" and Sub-processor as "data importer" to be used for Data Transfers to [territory].</p> <p>An adequacy decision is in place for data transfers to [territory]</p>

SCHEDULE 11 – DATA PROTECTION

ANNEX 2

SHARED PERSONAL DATA

1. The following types of Personal Data will be shared between the parties during the Contract Term:
Not applicable as at the date of this Agreement.
2. The following types of special categories of Personal Data will be shared between the Parties during the Contract Term:
Not applicable as at the date of this Agreement.
3. The Parties will review and update the lists in this Annex 2 (Shared Personal Data) during the Contract Term as necessary to ensure that the Authority has access to such Shared Personal Data as is necessary for the Agreed Purposes.
4. The Shared Personal Data must not be irrelevant or excessive with regard to the Agreed Purposes.

Certificate Of Completion

Envelope Id: F43624CB-CF3D-4AF1-A892-7B22553143F5
Subject: Complete with DocuSign: Tree Watering and Maintenance Lot 2 (Southern Cluster) - Contract
Source Envelope:
Document Pages: 118
Certificate Pages: 2
AutoNav: Enabled
Envelopeld Stamping: Enabled
Time Zone: (UTC) Dublin, Edinburgh, Lisbon, London

Status: Completed

Envelope Originator:
Emma Whitten
Essex Legal Services, Seax House
Victoria Road South
Chelmsford, Essex CM1 1QH
Emma.Whitten@essex.gov.uk
IP Address: 136.228.225.118

Record Tracking

Status: Original
29 July 2025 | 12:17
Holder: Emma Whitten
Emma.Whitten@essex.gov.uk
Location: DocuSign

Signer Events

David Goulding
info@essextreecareltd.co.uk
Security Level: Email, Account Authentication
(None)

Signature

David Goulding

Signature Adoption: Pre-selected Style
Using IP Address:
2a06:61c0:6845:0:5911:c4a0:fef8:14ce

Timestamp

Sent: 29 July 2025 | 12:42
Viewed: 29 July 2025 | 13:05
Signed: 29 July 2025 | 13:08

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Samantha Kennedy
samantha.kennedy@essex.gov.uk
Director Environment & Climate Action
Security Level: Email, Account Authentication
(None)

Samantha Kennedy

Signature Adoption: Pre-selected Style
Using IP Address: 185.251.11.126

Sent: 29 July 2025 | 13:08
Viewed: 30 July 2025 | 09:06
Signed: 30 July 2025 | 09:06

Electronic Record and Signature Disclosure:
Not Offered via Docusign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Benedict itoyah
benedict.itoyah@essex.gov.uk
Security Level: Email, Account Authentication
(None)

COPIED

Sent: 30 July 2025 | 09:06

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Witness Events

Signature

Timestamp

Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	29 July 2025 12:42
Certified Delivered	Security Checked	30 July 2025 09:06
Signing Complete	Security Checked	30 July 2025 09:06
Completed	Security Checked	30 July 2025 09:06

Payment Events	Status	Timestamps
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