

**DATED**

**2025**

**(1) NEW FOREST DISTRICT COUNCIL**

**- and -**

**(2) JOHNSONS TEXTILE SERVICES LIMITED**

## **AGREEMENT**

relating to the supply of  
Laundry, Overalls and Dust Mats Services

This Agreement is made the 13 day of August 2025

Between:

- (A) **NEW FOREST DISTRICT COUNCIL** of Appletree Court, Beaulieu Road, Lyndhurst, Hampshire, SO43 7PA ("the Council")
- (B) **JOHNSONS TEXTILE SERVICES LIMITED** (Company Number 00464645) whose registered office is [ Johnsons House Abbots Park, Monks Way, Preston Brook, Cheshire, England, WA7 3GH ] ("Supplier")

## 1. INTERPRETATION

### 1.1 In these terms and conditions:

"Agreement"	means this contract between the Council and the Supplier;
"Commencement Date"	means the date of commencement of the Agreement, being <b>14/08/2025</b>
"Charges"	means the charges for the Services as specified in Schedule 1;
"Confidential Information"	means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
"Expiry Date"	means the date for expiry of the Agreement, being <b>31/03/2028</b> ; with the option to extend by 2 years in 12 monthly increments, subject to performance and business need.
"FOIA"	means the Freedom of Information Act 2000;
"Information"	has the meaning given under section 84 of the FOIA;
"Key Personnel"	means any persons specified as such in Schedule 2 or otherwise notified as such by the Council to the Supplier in writing;
"Party"	means the Supplier or the Council (as appropriate) and "Parties" shall mean both of them;
"Purchase Order Number"	means the Council's unique number relating to the supply of the Services;
"Request for Information"	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as

	relevant (where the meaning set out for the term “request” shall apply);
“Services”	means the services to be supplied by the Supplier to the Council under the Agreement;
“Specification”	means the specification for the Services (including as to quantity, description and quality) as set out in Schedule 3;
“Staff”	means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier’s obligations under the Agreement;
“Staff Vetting Procedures”	means vetting procedures that accord with good industry practice or, where requested by the Council, the Council’s procedures for the vetting of personnel as provided to the Supplier from time to time;
“Term”	means the period from the date of the Agreement to the Expiry Date as such period may be extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement;
“VAT”	means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and
“Working Day”	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

1.2 In these terms and conditions, unless the context otherwise requires:

- 1.2.1 references to numbered clauses are references to the relevant clause in these terms and conditions;
- 1.2.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
- 1.2.3 the headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Agreement;
- 1.2.4 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and
- 1.2.5 the word ‘including’ shall be understood as meaning ‘including without limitation’.

## 2. BASIS OF AGREEMENT

- 2.1 The Council agrees to purchase the Services subject to and in accordance with the terms and conditions of the Agreement.

### **3. SUPPLY OF SERVICES**

- 3.1 In consideration of the Council's agreement to pay the Charges, the Supplier shall supply the Services to the Council for the Term subject to and in accordance with the terms and conditions of the Agreement.

- 3.2 In supplying the Services, the Supplier shall:

- 3.2.1 co-operate with the Council in all matters relating to the Services and comply with all the Council's instructions;
- 3.2.2 perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Supplier's industry, profession or trade;
- 3.2.3 use Staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Agreement, and in particular shall use the Key Personnel;
- 3.2.4 ensure that the Services shall conform with all descriptions and specifications set out in the Specification;
- 3.2.5 comply with all applicable laws; and
- 3.2.6 provide all equipment, tools and vehicles and other items as are required to provide the Services.

- 3.3 The Council may by written notice to the Supplier at any time request a variation to the scope of the Services. In the event that the Supplier agrees to any variation to the scope of the Services, the Charges shall be subject to fair and reasonable adjustment to be agreed in writing between the Council and the Supplier.

### **4. TERM**

- 4.1 The Agreement shall take effect on the Commencement Date and shall expire on the Expiry Date, unless it is otherwise extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement.
- 4.2 The Council may extend the Agreement twice for a period of up to 12 months by giving not less than 10 Days' notice in writing to the Supplier prior to the Expiry Date. The terms and conditions of the Agreement shall apply throughout any such extended period.

### **5. CHARGES, PAYMENT AND RECOVERY OF SUMS DUE**

- 5.1 The Charges for the Services shall be as set out in Schedule 1 and shall be the full and exclusive remuneration of the Supplier in respect of the supply of the Services. Unless otherwise agreed in writing by the Council, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.

- 5.2 The Supplier shall invoice the Council as specified in the Agreement. Each invoice shall include such supporting information required by the Council to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Services supplied in the invoice period. The invoice should be sent directly to the Council's Accounts Payable team in electronic format (e-invoice) or via email in .pdf format to:

[accountspayable@nfdc.gov.uk](mailto:accountspayable@nfdc.gov.uk)

Accounts Payable  
New Forest District Council  
Appletree Court  
Beaulieu Road  
Lyndhurst  
Hampshire SO43 7PA

Phone 02380 285588

- 5.3 Where the Supplier submits an invoice to the Council in accordance with clause 5.2, the Council will consider and verify that invoice in a timely fashion. Any undue delay on the part of the Council in substantiating the invoice will not of itself be reason to consider the invoice invalid. Where there is an undue delay in considering and verifying the invoice on the part of the Council, the invoice shall be regarded as valid and undisputed for the purposes of clause 5.6 after a reasonable time has passed.
- 5.4 The Council shall accept and process for payment an electronic invoice submitted for payment by the Supplier where the invoice is undisputed and where it complies with the standard on electronic invoicing.
- 5.5 For the purposes of paragraph 5.4, an electronic invoice complies with the standard on electronic invoicing where it complies with the European standard and any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870.
- 5.6 In consideration of the supply of the Services by the Supplier, the Council shall pay the Supplier the invoiced amounts no later than 30 days after receipt of a valid invoice which includes a valid Purchase Order Number. The Council may, without prejudice to any other rights and remedies under the Agreement, withhold or reduce payments in the event of unsatisfactory performance.
- 5.7 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Council shall, following the receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Services.
- 5.8 If there is a dispute between the Parties as to the amount invoiced, the Council shall pay the undisputed amount. The Supplier shall not suspend the supply of the Services unless the Supplier is entitled to terminate the Agreement for a failure to pay undisputed sums in accordance with clause 15.4. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 18.
- 5.9 If a payment of an undisputed amount is not made by the Council by the due date, then the Council shall pay the Supplier interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.
- 5.10 If any sum of money is recoverable from or payable by the Supplier under the Agreement (including any sum which the Supplier is liable to pay to the Council in

respect of any breach of the Agreement), that sum may be deducted unilaterally by the Council from any sum then due, or which may come due, to the Supplier under the Agreement or under any other agreement or contract with the Council. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Council in order to justify withholding payment of any such amount in whole or in part.

## **6. PREMISES AND EQUIPMENT**

- 6.1 If necessary, the Council shall provide the Supplier with reasonable access at reasonable times to its premises for the purpose of supplying the Services. All equipment, tools and vehicles brought onto the Council's premises by the Supplier or the Staff shall be at the Supplier's risk.
- 6.2 If the Supplier supplies all or any of the Services at or from the Council's premises, on completion of the Services or termination or expiry of the Agreement (whichever is the earlier) the Supplier shall vacate the Council's premises, remove the Supplier's plant, equipment and unused materials and all rubbish arising out of the provision of the Services and leave the Council's premises in a clean, safe and tidy condition. The Supplier shall be solely responsible for making good any damage to the Council's premises or any objects contained on the Council's premises which is caused by the Supplier or any Staff, other than fair wear and tear.
- 6.3 If the Supplier supplies all or any of the Services at or from its premises or the premises of a third party, the Council may, during normal business hours and on reasonable notice, inspect and examine the manner in which the relevant Services are supplied at or from the relevant premises.
- 6.4 The Council shall be responsible for maintaining the security of its premises in accordance with its standard security requirements. While on the Council's premises the Supplier shall, and shall procure that all Staff shall, comply with all the Council's security requirements.
- 6.5 Where all or any of the Services are supplied from the Supplier's premises, the Supplier shall, at its own cost, comply with all security requirements specified by the Council in writing.
- 6.6 Without prejudice to clause 3.2.6, any equipment provided by the Council for the purposes of the Agreement shall remain the property of the Council and shall be used by the Supplier and the Staff only for the purpose of carrying out the Agreement. Such equipment shall be returned promptly to the Council on expiry or termination of the Agreement.
- 6.7 The Supplier shall reimburse the Council for any loss or damage to the equipment (other than deterioration resulting from normal and proper use) caused by the Supplier or any Staff. Equipment supplied by the Council shall be deemed to be in a good condition when received by the Supplier or relevant Staff unless the Council is notified otherwise in writing within 5 Working Days.

## **7. STAFF AND KEY PERSONNEL**

- 7.1 If the Council reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Agreement, it may, by giving written notice to the Supplier:
  - 7.1.1 refuse admission to the relevant person(s) to the Council's premises;

- 7.1.2 direct the Supplier to end the involvement in the provision of the Services of the relevant person(s); and/or
- 7.1.3 require that the Supplier replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by the Council to the person removed is surrendered,

and the Supplier shall comply with any such notice.

7.2 The Supplier shall:

- 7.2.1 ensure that all Staff are vetted in accordance with the Staff Vetting Procedures;
- 7.2.2 if requested, provide the Council with a list of the names and addresses (and any other relevant information) of all persons who may require admission to the Council's premises in connection with the Agreement; and
- 7.2.3 procure that all Staff comply with any rules, regulations and requirements reasonably specified by the Council.

7.3 Any Key Personnel shall not be released from supplying the Services without the agreement of the Council, except by reason of long-term sickness, maternity leave, paternity leave, termination of employment or other extenuating circumstances.

7.4 Any replacements to the Key Personnel shall be subject to the prior written agreement of the Council (not to be unreasonably withheld). Such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.

## 8. ASSIGNMENT AND SUB-CONTRACTING

8.1 The Supplier shall not without the written consent of the Council assign, sub-contract, novate or in any way dispose of the benefit and/or the burden of the Agreement or any part of the Agreement. The Council may, in the granting of such consent, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal. The Supplier shall be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.

8.2 Where the Supplier enters into a Sub-Contract for the purpose of performing its obligations under the Agreement, it shall ensure there are included in such Sub-Contract:

- (a) provisions having the same effect as clauses 5.2 - 5.4 of this Agreement
- (b) A provision requiring the counterparty to that Sub-Contract to include in any Sub-Contract which it awards provisions having the same effect as clauses 5.2 - 5.4 of this Agreement

In clause 8.2, "Sub-Contract" means a contract between two or more suppliers, at any stage of remoteness from the Council in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.

- 8.3 Where the Council has consented to the placing of sub-contracts, the Supplier shall, at the request of the Council, send copies of each sub-contract, to the Council as soon as is reasonably practicable.
- 8.4 The Council may assign, novate, or otherwise dispose of its rights and obligations under the Agreement without the consent of the Supplier provided that such assignment, novation or disposal shall not increase the burden of the Supplier's obligations under the Agreement.

## **9. INTELLECTUAL PROPERTY RIGHTS**

- 9.1 All intellectual property rights in any materials provided by the Council to the Supplier for the purposes of this Agreement shall remain the property of the Council but the Council hereby grants the Supplier a royalty-free, non-exclusive and non-transferable licence to use such materials as required until termination or expiry of the Agreement for the sole purpose of enabling the Supplier to perform its obligations under the Agreement.
- 9.2 All intellectual property rights in any materials created or developed by the Supplier pursuant to the Agreement or arising as a result of the provision of the Services shall vest in the Supplier. If, and to the extent, that any intellectual property rights in such materials vest in the Council by operation of law, the Council hereby assigns to the Supplier by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such intellectual property rights all its intellectual property rights in such materials (with full title guarantee and free from all third party rights).
- 9.3 The Supplier hereby grants the Council:
- 9.3.1 a perpetual, royalty-free, irrevocable, non-exclusive licence (with a right to sub-license) to use all intellectual property rights in the materials created or developed pursuant to the Agreement and any intellectual property rights arising as a result of the provision of the Services; and
- 9.3.2 a perpetual, royalty-free, irrevocable and non-exclusive licence (with a right to sub-license) to use:
- (a) any intellectual property rights vested in or licensed to the Supplier on the date of the Agreement; and
- (b) any intellectual property rights created during the Term but which are neither created or developed pursuant to the Agreement nor arise as a result of the provision of the Services,
- including any modifications to or derivative versions of any such intellectual property rights, which the Council reasonably requires in order to exercise its rights and take the benefit of the Agreement including the Services provided.
- 9.4 The Supplier shall indemnify, and keep indemnified, the Council in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Council as a result of or in connection with any claim made against the Council for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Services, to the



extent that the claim is attributable to the acts or omission of the Supplier or any Staff.

## **10. GOVERNANCE AND RECORDS**

### **10.1 The Supplier shall:**

- 10.1.1 attend progress meetings with the Council at the frequency and times specified by the Council and shall ensure that its representatives are suitably qualified to attend such meetings; and
- 10.1.2 submit progress reports to the Council at the times and in the format specified by the Council.

### **10.2 The Supplier shall keep and maintain until 6 years after the end of the Agreement, or as long a period as may be agreed between the Parties, full and accurate records of the Agreement including the Services supplied under it and all payments made by the Council. The Supplier shall on request afford the Council or the Council's representatives such access to those records as may be reasonably requested by the Council in connection with the Agreement.**

## **11. CONFIDENTIALITY, TRANSPARENCY AND PUBLICITY**

### **11.1 Subject to clause 11.2, each Party shall:**

- 11.1.1 treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of the disclosing Party; and
- 11.1.2 not use or exploit the disclosing Party's Confidential Information in any way except for the purposes anticipated under the Agreement.

### **11.2 Notwithstanding clause 11.1, a Party may disclose Confidential Information which it receives from the other Party:**

- 11.2.1 where disclosure is required by applicable law or by a court of competent jurisdiction;
- 11.2.2 to its auditors or for the purposes of regulatory requirements;
- 11.2.3 on a confidential basis, to its professional advisers;
- 11.2.4 to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;
- 11.2.5 where the receiving Party is the Supplier, to the Staff on a need to know basis to enable performance of the Supplier's obligations under the Agreement provided that the Supplier shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause 11.2.5 shall observe the Supplier's confidentiality obligations under the Agreement; and
- 11.2.6 where the receiving Party is the Council:
  - (a) on a confidential basis to the employees, agents, consultants and contractors of the Council;
  - (b) on a confidential basis to any other central government body, any successor body to a Central Government Body or any company to

which the Council transfers or proposes to transfer all or any part of its business;

- (c) to the extent that the Council (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or
- (d) in accordance with clause 12.

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Council under this clause 11.

- 11.3 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of the Agreement is not Confidential Information and the Supplier hereby gives its consent for the Council to publish this Agreement in its entirety to the general public (but with any information that is exempt from disclosure in accordance with the FOIA redacted) including any changes to the Agreement agreed from time to time. The Council may consult with the Supplier to inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA.
- 11.4 The Supplier shall not, and shall take reasonable steps to ensure that the Staff shall not, make any press announcement or publicise the Agreement or any part of the Agreement in any way, except with the prior written consent of the Council.

## **12. FREEDOM OF INFORMATION**

- 12.1 The Supplier acknowledges that the Council is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and shall:
  - 12.1.1 provide all necessary assistance and cooperation as reasonably requested by the Council to enable the Council to comply with its obligations under the FOIA and the Environmental Information Regulations 2004;
  - 12.1.2 transfer to the Council all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
  - 12.1.3 provide the Council with a copy of all Information belonging to the Council requested in the Request for Information which is in its possession or control in the form that the Council requires within 5 Working Days (or such other period as the Council may reasonably specify) of the Council's request for such Information; and
  - 12.1.4 not respond directly to a Request for Information unless authorised in writing to do so by the Council.
- 12.2 The Supplier acknowledges that the Council may be required under the FOIA and the Environmental Information Regulations 2004 to disclose Information concerning the Supplier or the Services (including commercially sensitive information) without consulting or obtaining consent from the Supplier. In these circumstances the Council shall, in accordance with any relevant guidance issued under the FOIA, take

reasonable steps, where appropriate, to give the Supplier advance notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.

- 12.3 Notwithstanding any other provision in the Agreement, the Council shall be responsible for determining in its absolute discretion whether any Information relating to the Supplier or the Services is exempt from disclosure in accordance with the FOIA and/or the Environmental Information Regulations 2004.

### **13. LIABILITY AND INSURANCE**

- 13.1 The Supplier shall not be responsible for any injury, loss, damage, cost or expense suffered by the Council if and to the extent that it is caused by the negligence or wilful misconduct of the Council or by breach by the Council of its obligations under the Agreement.
- 13.2 Subject always to clauses 13.3 and 13.4, except in the case of claims arising under clauses 9.4 and 17.3, in no event shall the Supplier be liable to the Council for any:
- (a) loss of or damage to goodwill;
  - (b) loss of savings (whether anticipated or otherwise); and/or
  - (c) any indirect, special or consequential loss or damage.
- 13.3 Nothing in the Agreement shall be construed to limit or exclude either Party's liability for:
- 13.3.1 death or personal injury caused by its negligence or that of its Staff;
  - 13.3.2 fraud or fraudulent misrepresentation by it or that of its Staff; or
  - 13.3.3 any other matter which, by law, may not be excluded or limited.
- 13.4 The Supplier's liability under the indemnity in clause 9.4 and 17.3 shall be unlimited.
- 13.5 The Supplier shall effect, with a reputable company, public and employers liability and other insurances necessary to cover the risks contemplated by this Agreement or arising out of the Suppliers performance of this Agreement, including death or personal injury, loss of or damage to property, financial loss from any advice given or omitted to be given by the Supplier or any other loss. The Supplier shall, at the request of the Council, produce the relevant policy or policies together with receipts or other evidence of the latest premium due and paid thereunder. Public liability cover of at least £10 million and Employers liability cover of at least £5 million each in relation to any one claim or series of claims shall be obtained, unless otherwise agreed with the Council. The terms of any insurance or the amount of cover shall not relieve the Supplier of any liabilities under the Agreement. The Supplier shall hold and maintain such insurance for a minimum of six years following the expiration or earlier termination of the Agreement.

### **14. FORCE MAJEURE**

- 14.1 Neither Party shall have any liability under or be deemed to be in breach of the Agreement for any delays or failures in performance of the Agreement which result from circumstances beyond the reasonable control of the Supplier. 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 months, either Party may terminate the Agreement by written notice to the other Party.

## 15. TERMINATION

- 15.1 The Council may terminate the Agreement at any time by notice in writing to the Supplier to take effect on any date falling at least 90 days (or, if the Agreement is less than 3 months in duration, at least 10 Working Days) later than the date of service of the relevant notice.
- 15.2 Without prejudice to any other right or remedy it might have, the Council may terminate the Agreement by written notice to the Supplier with immediate effect if the Supplier:
- 15.2.1 (without prejudice to clause 15.2.5), is in material breach of any obligation under the Agreement which is not capable of remedy;
  - 15.2.2 repeatedly breaches any of the terms and conditions of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Agreement;
  - 15.2.3 is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;
  - 15.2.4 undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988;
  - 15.2.5 breaches any of the provisions of clauses 7.2, 11, 12, **Error! Reference source not found.** and 16; or
  - 15.2.6 becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Supplier (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Supplier's assets or business, or if the Supplier makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause 15.2.6) in consequence of debt in any jurisdiction.
  - 15.2.7 this Agreement has been subject to substantial modification which would require a new procurement exercise.
  - 15.2.8 where the Supplier should have been excluded from the procurement exercise for the award of this contract under the provision of Regulation 57 of The Public Contract Regulations 2015.
  - 15.2.9 in circumstances where the Court of Justice of the European Union has declared that this Agreement should not have been awarded.
- 15.3 The Supplier shall notify the Council as soon as practicable of any change of control as referred to in clause 15.2.4 or any potential such change of control.

- 15.4 The Supplier may terminate the Agreement by written notice to the Council if the Council has not paid any undisputed amounts within 90 days of them falling due.
- 15.5 Termination or expiry of the Agreement shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under this clause and clauses 2, 3.2, 6.1, 6.2, 6.6, 6.7, 7, 9, 10.2, 11, 12, **Error! Reference source not found.**, 13, 15.6, 16.4, 17.3, 18 and 19.7 or any other provision of the Agreement that either expressly or by implication has effect after termination.
- 15.6 Upon termination or expiry of the Agreement, the Supplier shall:
- 15.6.1 give all reasonable assistance to the Council and any incoming supplier of the Services; and
  - 15.6.2 return all requested documents, information and data to the Council as soon as reasonably practicable.

## **16. COMPLIANCE**

- 16.1 The Supplier shall promptly notify the Council of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement. The Council shall promptly notify the Supplier of any health and safety hazards which may exist or arise at the Council's premises and which may affect the Supplier in the performance of its obligations under the Agreement.
- 16.2 The Supplier shall:
- 16.2.1 comply with all the Council's health and safety measures while on the Council's premises; and
  - 16.2.2 notify the Council immediately in the event of any incident occurring in the performance of its obligations under the Agreement on the Council's premises where that incident causes any personal injury or damage to property which could give rise to personal injury.
- 16.3 The Supplier shall:
- 16.3.1 perform its obligations under the Agreement in accordance with all applicable equality Law and the Council's equality and diversity policy as provided to the Supplier from time to time; and
  - 16.3.2 take all reasonable steps to secure the observance of clause 16.3.1 by all Staff.
- 16.4 The Supplier shall supply the Services in accordance with the Council's environmental policy as provided to the Supplier from time to time.
- 16.5 The Supplier shall comply with, and shall ensure that its Staff shall comply with, the provisions of section 182 of the Finance Act 1989.

## **17. PREVENTION OF FRAUD AND CORRUPTION**

- 17.1 The Supplier shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained

from doing, any act in relation to the obtaining or execution of the Agreement or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement, or commit any offence under the Bribery Act 2010, or defraud, attempt to defraud or conspire to defraud the Council.

- 17.2 The Supplier shall take all reasonable steps, in accordance with good industry practice, to prevent fraud or other breach of clause 17.1 by the Staff and the Supplier (including its shareholders, members and directors) in connection with the Agreement and shall notify the Council immediately if it has reason to suspect that any such fraud or breach has occurred or is occurring or is likely to occur.
- 17.3 If the Supplier or the Staff engages in conduct prohibited by clause 17.1 or commits fraud in relation to the Agreement or any other contract with the Council, the Council may:
- 17.3.1 terminate the Agreement and recover from the Supplier the amount of any loss suffered by the Council resulting from the termination, including the cost reasonably incurred by the Council of making other arrangements for the supply of the Services and any additional expenditure incurred by the Council throughout the remainder of the Agreement; or
  - 17.3.2 recover in full from the Supplier any other loss sustained by the Council in consequence of any breach of this clause.
  - 17.3.3 by notice require the Supplier to remove from performance of this Agreement any Staff whose acts or omissions have caused the breach.

## **18. DISPUTE RESOLUTION**

- 18.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.
- 18.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 18.1, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the "Mediator") chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.
- 18.3 If the Parties fail to appoint a Mediator within one month or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.

## **19. GENERAL**

- 19.1 Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.
- 19.2 A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.

- 19.3 The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.
- 19.4 The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.
- 19.5 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.
- 19.6 The 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 the Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.
- 19.7 Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 19.8 If any provision of the Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.

## **20. NOTICES**

- 20.1 Any notice to be given under the Agreement shall be in writing and may be served by personal delivery, first class post or recorded delivery to the address of the relevant party set out above or such other address as that Party may from time to time notify to the other Party in accordance with this clause.
- 20.2 Notices served by personal delivery shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise delivery shall be deemed to occur on the next Working Day. Notice served by first class post or recorded delivery shall be deemed to have been given 2 Working Days after the date on which the notice was posted unless the notice has been returned as undelivered.

## **21. ANTI-SLAVERY**

- 21.1 In performing its obligations under the contract the Supplier shall:
- (a) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015; and



- (b) not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK; and
- (c) ensure that each of its subcontractors and suppliers shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015.

21.2 The Supplier represents and warrants that:

Neither the Supplier nor any of its officers, employees or other persons associated with it:

- (a) has been convicted of any offence involving slavery and human trafficking; and
- (b) having made reasonable enquiries, so far as it is aware, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.

21.3 The Supplier shall implement due diligence procedures for its subcontractors, and suppliers and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.

21.4 The Supplier shall notify the council as soon as it becomes aware of:

- (a) any breach, or potential breach, of the applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force; or
- (b) any actual or suspected slavery or human trafficking in a supply chain which has a connection with this agreement


21.5 The Council may terminate the contract with immediate effect by giving written notice to the Supplier if the Supplier or any of its supply chain commits a breach of the applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force.

## 22. GOVERNING LAW AND JURISDICTION

The validity, construction and performance of the Agreement, and all contractual and non-contractual matters arising out of it, shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.


Signed for and on behalf of

**NEW FOREST DISTRICT COUNCIL**

Signature:  Paul Whittles (Aug 13, 2025 17:14:37 GMT+1)  
(print Name:) Paul Whittles

Signed for and on behalf of

**JOHNSONS TEXTILE SERVICES LIMITED**

Signature:  Peter Burke (Aug 13, 2025 14:43:33 GMT+1)  
(print Name:) Peter Burke

## Schedule 1 CHARGES

### COLLECTION SHEET

Please do not complete this sheet, this will automatically fill once all sheets are completed.

CALCULATION SHEET											
Years 1 - 3	SERVICING	MATS	OVERALLS								
	Year 1 - July 2024 - 31 March 2025	£ 3,119.48	£ 10,965.24								
	Year 2 - 2025 - 2026	£ 3,275.45	£ 11,513.50								
	Year 3 - 2026 - 2027	£ 3,439.23	£ 12,089.18								
	TOTAL YEAR 1 - 3	£ 9,834.16	£ 34,567.92	£ 44,402.08							
Extension Years 4 - 5	Year 4 - 2027 - 2028	£ 3,611.19	£ 12,693.64								
	Year 5 - 2028 - 2029	£ 3,791.75	£ 13,328.32								
	TOTAL - Extension	£ 7,402.94	£ 26,021.95	£ 33,424.89							
	Total - July 2024 - 2029	£ 17,237.10	£ 60,589.87								
Contract Total - to be carried forward to Appendix D - Form of Tender			£ 77,826.97								

Overall Unit Costs									
Size	S	M	L	XL	2XL	3XL	4XL	5XL	
Unit Price	£ -	£ -	£ 2.13	£ 2.13	£ 2.13	£ -	£ -	£ 2.13	

### MATS TAB

PLEASE NOTE - TENDERERS ARE ONLY REQUIRED TO INPUT WILL THEN AUTO FILL AS REQUIRED AND ADD TO CALCULATION SHEET

					CONTRACT TERM FOR 3 YEARS				EXTENTION SUBJECT TO PERFORMANCE AND BUSINESS NEED					
Addresses		Location		Cost per week per location - £	Cost per week per site - £	Year 1 2025 - 2026	% uplift for Year 2	Year 2 2026 - 2027	% uplift for Year 3	Year 3 2027 - 2028	% uplift for Year 4	Year 4 2028 - 2029	% uplift for Year 5	Year 5 2029 - 2030
			300 cm x 85 cm - Black/Grey											
		Rental cost per mat per week including Laundering - £	1			£ 4.29	Cost Per Site Per Year - £	5.00%	Cost Per Site Per Year - £	5.00%	Cost Per Site Per Year - £	5.00%	Cost Per Site Per Year - £	5.00%
Marsh Lane Depot Marsh Lane Lymington SO41 9BX	Kevin Beckett - 023 8028 5228	Workshop offices - GF		£ 2.89	£ 38.84	£ 2,019.68				£ 2,226.70		£ 2,338.03		£ 2,454.93
		Workshop offices - FF		£ 5.78										
		Shower entrance		£ 2.89										
		Refuse office		£ 3.81										
		Restroom portacabin		£ 2.89										
		Street Scene entrance		£ 3.81										
		Store 1	1	£ 4.29										
		Housing maintenance entrance		£ 3.81										
		Ladies WC		£ 5.78										
		Parking enforcement		£ 2.89										

PLEASE NOTE - TENDERERS ARE ONLY REQUIRED TO INPUT WILL THEN AUTO FILL AS REQUIRED AND ADD TO CALCULATION SHEET

				CONTRACT TERM FOR 3 YEARS						EXTENSION SUBJECT TO PERFORMANCE AND BUSINESS NEED			
Addresses	Location	Size 300 cm x 85 cm - Black/Grey	Cost per week per location - £	Cost per week per site - £	Year 1 2025 - 2026	% uplift for Year 2	Year 2 2026 - 2027	% uplift for Year 3	Year 3 2027 - 2028	% uplift for Year 4	Year 4 2028 - 2029	% uplift for Year 5	Year 5 2029 - 2030
					Cost Per Site Per Year - £	5.00%	Cost Per Site Per Year - £	5.00%	Cost Per Site Per Year - £	5.00%	Cost Per Site Per Year - £	5.00%	Cost Per Site Per Year - £
		Rental cost per mat per week including Laundering - £	81	£ 4.29									
		Carous VVC		£ 3.70									
		Parking enforcement		£ 2.89									
Hardley Depot Hardley Industrial Estate Hardley SO45 3AE	Byron McGrail - 023 8028 5368	Main entrance		£ 3.81									
		Street Scene office		£ 2.89									
		Open Spaces office		£ 2.89	£ 15.37	£ 799.24	£ 839.20	£ 881.16	£ 925.22	£ 971.48			
		Waste office		£ 2.89									
		Rear entrance to workshop		£ 2.89									
Ringwood Depot Christchurch Road Ringwood Hants BH24 3BB	Ian Bliss - 023 8028 5886	Mess room entrance		£ 2.89									
		Office entrance		£ 2.89	£ 5.78	£ 300.56	£ 315.59	£ 331.37	£ 347.94	£ 365.33			
Total Year 1					£ 3,119.48	Total Year 2	£ 3,275.45	Total Year 3	£ 3,439.23	Total Year 4	£ 3,611.19	Total Year 5	£ 3,791.75

Overall Contract Sum £ 17,237.10

## OVERALLS TAB

The number and sizes of overalls stated below are based on current staff and are for tendering purposes only, actual requirements will be determined by the successful contractor upon award. Costs must be provided for all sizes of overall in the yellow boxes.

The number of overalls allows for the additional 1 set per two weeks as described in the outcome specification.

Addresses		Size	Overall Sizes (all overalls to be in dark blue with reflective stripes as detailed in Appendix B - Outcome Specification and in the sizes below in both regular and tall options)								Weekly cost per location - £	Provision of logs, if required, per item - £	Minimum Fee, if relevant - per week - £	CONTRACT TERM FOR 3 YEARS					EXTENSION SUBJECT TO PERFORMANCE AND BUSINESS NEED									
			Small		Medium	Large	XL	2XL	3XL	4XL				5XL	Year 1 2025 - 2026		% uplift for Year 2	Year 2 2026 - 2027		% uplift for Year 3	Year 3 2027 - 2028		% uplift for Year 4	Year 4 2027 - 2028		% uplift for Year 5	Year 5 2028 - 2029	
			Rental cost per overall per week, including laundering - £	£ -	£ -	£ 2.13	£ 2.13	£ 2.13	£ -	£ -				£ 2.13	Cost Per Site - £	5.00%	Cost Per Site - £	5.00%	Cost Per Site - £	5.00%	Cost Per Site - £	5.00%	Cost Per Site - £	5.00%	Cost Per Site - £			
Marsh Lane Depot Marsh Lane Lymington SO41 6BX	Dai Hughes - 023 8028 5783 or 07786 553790	Workshop			22	11		11			11	£ 117.15					£ 5,061.80	£ 5,395.39	£ 5,716.21	£ 7,052.02		£ 7,404.62						
						£ 45.85	£ 23.43	£ 23.43			£ 23.43																	
Hardley Depot Hardley Industrial Estate Hardley SO45 3AE	Mike Aldin - 023 8028 5880 or 07771 378686	Workshop			22	22					£ 93.72						£ 4,873.44	£ 5,117.11	£ 5,372.97	£ 5,641.62		£ 5,923.70						
						£ 45.85	£ 45.85																					
Year 1											£ 10,965.24	Year 2	£ 11,513.60	Year 3	£ 12,089.18	Year 4	£ 12,693.64	Year 5	£ 13,328.32									
Requirements	Sizes	Number staff requiring overalls	5XL short	1																								
			L Reg	2																								
			2XL Reg	1																								
			XL Reg	1																								
Hardley Depot	XL Reg	1																										
			XL Tall	1																								
Hardley Depot	L Reg	2																										

**Schedule 2**  
**KEY PERSONNEL**

<b>Name</b>	<b>Description of role</b>
Dave Wheeler	Major Sales Consultant
Helen Mooney	Facilities Management Contract Officer
Samantha Wills	Civic Buildings and Facilities Manager
Pav Duchnowski	Contract Relationship Officer

**Schedule 3**  
**SPECIFICATION**

<b>1</b>	<b>Background and Context</b>
1.1	New Forest District Council (NFDC) is undertaking this competitive tender to select and award a preferred supplier contract for provision and laundering of door mats and runners, and the supply and laundering of overalls (the Goods and Services) commencing 1 June 2025 for 2 years & 10 months + 1 + 1 year extension options on up to 12 months basis. The extension/s will be subject to performance and business needs. Note – the 10 months will run at the start of the contract to bring the contract anniversary in line with the financial year.
1.2	The awarded supplier will be the Council's preferred supplier of the goods.
<b>2</b>	<b>Scope</b>
2.1	Works will consist of the following:
i.	Provision and laundering of entrance mats to 3 depots within the New Forest District Council area.

li.	Provision and laundering of overalls in various sizes to 2 depots within the New Forest District Council area.
<b>2.2 Evaluation</b>	
The evaluation of this quote will be assessed on price and quality as set out in Appendix C2– Cost Quality Service Response. The price will be as provided within Appendix C3 - Pricing Response.	
<b>3 Functional Requirements</b>	
3.1	The supplier will provide the Council with a full range of entrance mats and overalls, as specified in Appendix C3 – Pricing Schedule
3.2	The Supplier shall include all, rental, labour, consumable items, travel, etc, in order to carry out a full and proper service.
3.3	The Servicing shall be undertaken at the addresses and to the schedule set out in Appendix 3 – Pricing Response. The Contract Administrator (CA) shall be advised at the earliest convenience should any servicing be cancelled or any issues found.
3.4	The successful Supplier's equipment will need to be in situ on the date of commencement of this contract, any concerns regarding achieving this should be detailed with the tender response.
3.5	The successful Supplier will ensure that they undertake risk assessments and provide method statements for each site, copies to be sent to the CA at the start of contract.
3.6	The successful Supplier shall ensure that all personnel employed upon this contract are suitably trained, experienced and competent, commensurate to their position.

### Guidance

- 3.7 The Supplier shall pay particular attention to and ensure that all current regulations, etc, are adhered to. Any issues should be brought to the CA attention immediately.

### Schedule Variations

- 3.8 Assets and sites included in this Service Contract may vary, ie, increase or decrease, types change, etc, during the contract period. In the event that the schedule is reduced, NFDC shall not in any way be liable for any loss of profit.

- 3.9 Any items or sites added to this contract form part of this contract only, this includes rental times, prices, etc.
- 3.10 Any changes that result in a price difference, ie, a different type of asset is requested, new site, will receive the same annual percentage increase as is detailed in the successful Supplier's Appendix C3 – Pricing Response and will be under the terms of this contract only.

### **Sites**

- 3.11 The sites to be serviced are Depots, heavy plant machinery, dust carts, etc, will be in use and Hi-Vis Jackets must be worn at all times. Visitors must report to reception at each site on arrival. Specific details for each site will be provided on award of the tender.

### **Environment**

- 3.12 As part of the tender return the Supplier shall set out how they will provide the service ensuring it benefits the Climate Change and Nature Emergency, etc. Response to be set out in Appendix C2 – Costs, Quality, Service Response – SQ3.

### **Requirements**

#### ***Entrance Mats***

- 3.13 Mats will be provided at the sizes, colour and locations listed in Appendix C3 – Pricing Response and shall be swapped out and laundered weekly. Any mats showing signs of wear will be replaced as required with no gap in service. Mats currently being used are shown below. For the purposes of this tender prices should be to provide a similar mat of the sizes set out in Appendix C3 – Pricing Response. Details of proposed mat to be provided at tender stage.



- 3.14 Mat sizes may change or be replaced at any time, the successful Supplier should be able to accommodate this.
- 3.15 Should the required sizes of mats be a special order the Supplier should advise of lead in times for these items. Where mats will be special order the Supplier shall advise the CA of the nearest “off the shelf” size to see if this would be acceptable.
- 3.16 The mats supplied must be suitable for use, ie, high traffic areas, hard floors, carpeted floors, suitable when wet without moving or causing a slip hazard, etc. Any mats found to be unsuitable or causing a health and safety issue, ie, trip hazard with edges turning up, etc, must be removed immediately and replaced and a suitable permanent replacement agreed with the CA. Should issues be identified by either NFDC or the Supplier suitable alternatives should be recommended.

### **Overalls**

- 3.17 Overalls to be provided as detailed in Appendix C3 – Pricing Response and shall be swapped out and laundered weekly. Any overalls requiring repairs should be repaired and any beyond repair should be replaced with no gap in service. Overalls shall be laundered weekly, numbers per week may vary and invoicing should reflect this. Current requirements are set out in Appendix C3 – Pricing Response, this should be confirmed with the site by the Successful Contractor on award. Each member of staff must have 5 clean sets of overalls weekly. There will be a need for 11 overalls to cover a 2-week period to allow for 5 being washed, 1 available for use on the day of collection and another 5 clean sets for the following week. This requirement has been allowed for within the calculation in Appendix C3 – Pricing Response.
- 3.18 The successful Supplier shall take a range of sizes to each site to obtain exact sizes of overalls prior to commencement of the contract and ensure that these sizes are available throughout the duration of the contract. All sizes will be available from small to 5XL in regular and tall.
- 3.19 Overalls to be provided in dark blue with hi-vis stripes as per picture below. Any issues providing this must be detailed in the tender return along with a solution. Any tender returned not detailing any issue shall be assumed to be able to supply the overalls below in the required sizes.





- 3.20 Each member of staff requiring overalls shall have 5 sets of clean overalls at the start of each week and to the required size. Any changes of staff will require 5 new sets of size appropriate overalls, those no longer required will be returned to the Supplier. Overalls may require changing at any time for a larger/smaller size throughout the duration of the contract, the successful Supplier should be able to achieve this. Overalls shall be replaced annually on the 1<sup>st</sup> of April.
- 3.21 Name labels are not required but it is assumed that the Supplier will label or otherwise each item to enable the user to be identified, site, size, end date, etc. This label shall have the contractor's name and a contact number.
- 3.22 Repair labels will be provided to each site to enable the user to identify issues, etc, and attach to garment.
- 3.23 Standard alterations shall be included, eg, turn up hems, etc, by attaching repair label and description of requirement.
- 3.24 Although not currently a requirement, should the provision of a logo be required the successful supplier should be able to provide this. The price to provide this per item is allowed for within Appendix C3 – Pricing Response.

### **Sites**

3.25	<p>NFDC require that entrance mats and overalls shall be made available to the following sites:</p> <p>Marsh Lane Depot</p> <p>Commercial Services</p> <p>Marsh Lane</p> <p>Lymington</p> <p>Hampshire</p> <p>SO41 9BX</p> <p>Hardley Depot</p> <p>Hardley Industrial Estate</p> <p>Hardley</p> <p>Hampshire</p> <p>SO45 3AE</p> <p>Ringwood Depot</p> <p>Christchurch Road</p> <p>Ringwood</p> <p>Hampshire</p> <p>BH24 3AS</p> <p><i>* NFDC sites may be added/removed in the future.</i></p>
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<b>4</b>	<b>Quality Assurance Requirements</b>

- 4.1 The Supplier shall provide, with their tender return, details of any professional bodies, associations, etc, that they are members of and are relevant to this service contract.

## 5 Performance Requirements

- 5.1 As part of the regular Contract Review meetings between the Council's CA and the Supplier's Account Manager, a range of Key Performance Indicators (KPIs) will be reviewed on a quarterly basis.

- 5.2 The main criteria for establishing a KPI, is its relevance to the general performance of the contract and its ease of monitoring / scoring. It is envisaged that the list of KPIs initially set at the commencement of the contract maybe reviewed for relevance through the course of the contract. The Council may decide to amend or add additional measures as appropriate.

### ***Scoring and Weightings:***

- 5.3 KPIs are weighted to reflect the relative importance the Council or Ordering Authority assigns to each aspect of the service; the scores will provide a percentage measure performance against each aspect.

- 5.4 The KPI's for this contract will measure the following elements:

KPI	Weighting
1. <b>Quality &amp; Programme:</b> All services allocated to the supplier completed in accordance with the specification, quality standard and the schedule plan.	30%
2. <b>Customer feedback</b> eg, stakeholders feedback regarding communications, politeness and attitude of the supplier's personnel, materials, etc.	20%
3. <b>Contract management:</b> Ease of Contract Administration, attendance to quarterly meetings and order/invoicing accuracy. General responsiveness of Supplier to service issues.	20%
This KPI will only be scored annually in quarter 4.4. Environmental Impacts: How the Supplier manages recycling, waste/waste returns, sustainable products/packaging, innovative products, update on climate impact monitoring measurements of core items, etc.	30%

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5.5 The Supplier will be reviewed on a quarterly basis using the following KPI Table:

KPI	Not Performing as per the Council's Requirements	Generally Meets Expectations some Corrective actions required	Consistently Meets/Exceeds Expectations	TOTAL FOR QUARTER
<b>1</b> (30%)	10%)	(20%)	(30%)	.....%
<b>2</b> (20%)	(7.5%)	(10%)	(20%)	
<b>3</b> (20%)	(7.5%)	(10%)	(20%)	
<b>4</b> (30%)	(10%)	(20%)	(30%)	

5.6 **The Supplier is expected to achieve a minimum Overall Performance Measure of 75% under the Contract.**

5.7 The Supplier's objective will be to meet and beat the minimum during the term of the contract.

5.8 The KPI scores shall be reported between the Council's CA's and the Supplier's account manager on a quarterly basis as part of the regular contract review update meeting.

5.9 Where the Supplier fails to meet the minimum score for overall performance in a quarter the CA will require the Supplier to set out a corrective action plan to remedy the failure as appropriate.

5.10 Where a Supplier fails on a subsequent occasion to meet the minimum score for overall performance the Supplier shall attend a meeting with the CA to discuss the failure and agree any action necessary to be taken by the Supplier to ensure that the KPI is met in the future.

5.11 In the event that the Supplier fails to meet the overall KPI target on 2 consecutive occasions [ie, in 2 consecutive quarters] or on 2 occasions within a rolling 12 month period [ie, two failures within 12 months of each other] the Council may terminate the Contract in accordance with termination clause of the operating Contract.

- The performance of this contract shall be managed by both NFDC and the Supplier via regular appropriate review meetings.

<b>6</b>	<b>Implementation Programme</b>
6.1	The contract will mobilise from 1 June 2025 and expire as per the contract terms stated earlier herein.
<b>7</b>	<b>Constraints</b>
7.1	Access times vary on some sites, details will be provided on award of the contract.
<b>8</b>	<b>Contact Details</b>
8.1	This electronic tender is administered through the Council's e-Tendering tool, ProContract hosted via the Southeast Business Portal (SEBP).
8.2	Clarification Questions regarding this tender must be raised via the Message feature of ProContract.
<b>9</b>	<b>Purchase to Payment Process (P2P)</b>
9.1	<p>NFDC require that goods and services be ordered from and delivered to the following site locations:</p> <p>Marsh Lane Depot</p> <p>Marsh Lane</p> <p>Lymington</p> <p>SO41 9BX</p> <p>Hardley Depot</p> <p>Hardley Industrial Estate</p>

Hardley

SO45 3AE

Ringwood Depot

Christchurch Road

Ringwood

Hants

BH24 3BB

- 9.2 Sites and addresses are as listed within the Appendix C3 – Pricing Response.

***Ordering process:***

- 9.3 An annual order for servicing will be provided at the start of each financial year. Annual orders will be based on the annual amounts as agreed at tender stage and will be issued on 1 April each financial year. The Annual order will be amended as required to reflect any additions or deductions to the contract.

***Cost management:***

- 9.4 Invoices will be at the tendered prices.

***Invoicing & Payment process:***

- 9.5 Invoices will be supplied monthly. The invoices must be itemised per site and include the relevant order number to avoid delays in processing.

- 9.6 The supplier invoice should be sent to the Council's accounts payable team in electronic format (e-invoice) or via email in .pdf format to:

Email: [accountspayable@nfdc.gov.uk](mailto:accountspayable@nfdc.gov.uk)

Accounts Payable

New Forest District Council

Appletree Court

Beaulieu Road

Lyndhurst

Hampshire

SO43 7PA

Phone 023 8028 5029

- 9.7 All invoices to be copied to the CA.



***Domestic Reverse Charge (DRC) from 1st March 2021 (HMRC)***

- 9.8 Under this Contract" New Forest District Council is an "end user" for the purposes of section 55A VAT Act 1994 reverse charge for building and construction services. Please issue us with a normal VAT invoice, with VAT charged at the appropriate rate. We will not account for the reverse charge.

**10 Definitions**

- 10.1 **"Supplier"** means the organisation providing the works, goods or services referred to in this specification. The term "Supplier" also translates to "Supplier", "Consultant", "Vendor", etc depending on the naming conventions used in the related contract terms and conditions.

- 10.2 **"Council"** means New Forest District Council being a Local Authority.

**Schedule 4**  
**RENTAL AGREEMENT**

1. You, the Customer, agree to hire from the Company, the articles specified in the Schedule.
2. We agree to maintain the Service Standards as detailed in the Johnson Workwear Customer Service Commitment and the Johnsons Workwear Workmanship Standards.
3. All articles remain our property and, to ensure you get the best possible service, these must be serviced by us only. You, the Customer, are responsible for items supplied whilst on your premises, and must take all reasonable precautions to protect them from damage or loss, including arranging insurance cover.
4. Whilst our garments are depreciated over a period of 12 months, we will not charge depreciated values (in respect of garments replaced) when issuing replacement garments after they have been used in service for 12 months or more, provided the original garments are returned. If required to replace any garments before that time, we will be entitled to recover a charge in respect of the depreciated value of the garment replaced. A similar charge will be made for garments issued to employees who leave your service before the 12 month period of wear. We will always charge for lost or unreturned garments at their depreciated value, plus one-third. In the case of garments or other rental items ordered by you but no longer required upon or before issue, we will charge the full value of these items.

A copy of the depreciated values for garments is available upon request. In the event of loss or damage of other articles whilst on your premises, you will be charged the cost to us of replacing the same.

5. As you will appreciate, the fulfilment of the Agreement involves a substantial investment on our part. Therefore, the term of the Agreement will be 2 years and 8 months, consisting of 28 monthly invoices following the date of the first delivery. On the completion of 2 years and 8 months, the Agreement will be automatically renewed annually (unless terminated by either party giving written notice at least 90 days before the expiration date of the initial term or subsequent renewal term). Any termination prior to the expiry of the minimum period by the Customer (other than for material breach) shall require 90 days notice. We shall, in any event, be entitled to require you to pay for the articles at their written down values (as per our accounting policy) plus 25% of the hire charges which, but for such termination, would accrue over the remaining term of the Agreement. Additional charges shall be applied for non-returned articles.

6. Where garments or other items are supplied which are to be used as Personal Protective Equipment ("PPE"), the provisions of the Personal Protective Equipment at Work Regulations 1992 will apply. Regulation 6 requires an assessment to be made by you to determine whether the proposed PPE is suitable to give effective protection against the risks in question. Where the supply of flame retardant garments is included in the Agreement, they are subject to the following:

6.1. Flame-retardant garments must not be used in conditions of excessive exposure to fire. Additionally, where appropriate, they must be used in conjunction with other safety equipment.

6.2. Although returned garments will be processed in accordance with manufacturer's recommendations, contamination of the garments whilst in customer use may cause the fabric to burn.

7. There will be no more than 5% price increase after the completion of 12 months service and again after 24 months as per tender documents

8. The invoice will be issued monthly, covering four or five weekly periods. Payment is due thirty (30) days upon receipt of invoice. We reserve the right to suspend service for reasons on non-payment, at which time normal charges will continue until payment terms are adhered to.



# Contract T&C's - Supply and Laundry of Mats and Overalls for NFDC

Final Audit Report

2025-08-13

Created:	2025-08-13
By:	Dean Irving (Dean.Irving@NFDC.GOV.UK)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7VkMGg2w510wzlODr6CahP-zzbdF36-p

## "Contract T&C's - Supply and Laundry of Mats and Overalls for NFDC" History

-  Document created by Dean Irving (Dean.Irving@NFDC.GOV.UK)  
2025-08-13 - 13:29:32 GMT- IP address: 147.161.142.119
-  Document emailed to peterburke@jsg.com for signature  
2025-08-13 - 13:30:28 GMT
-  Email viewed by peterburke@jsg.com  
2025-08-13 - 13:37:37 GMT- IP address: 91.220.42.77
-  Signer peterburke@jsg.com entered name at signing as Peter Burke  
2025-08-13 - 13:43:31 GMT- IP address: 163.116.177.157
-  Document e-signed by Peter Burke (peterburke@jsg.com)  
Signature Date: 2025-08-13 - 13:43:33 GMT - Time Source: server- IP address: 163.116.177.157
-  Document emailed to paul.whittles@nfdc.gov.uk for signature  
2025-08-13 - 13:43:35 GMT
-  Email viewed by paul.whittles@nfdc.gov.uk  
2025-08-13 - 16:01:33 GMT- IP address: 104.47.85.62
-  Signer paul.whittles@nfdc.gov.uk entered name at signing as Paul Whittles  
2025-08-13 - 16:14:35 GMT- IP address: 165.225.81.77
-  Document e-signed by Paul Whittles (paul.whittles@nfdc.gov.uk)  
Signature Date: 2025-08-13 - 16:14:37 GMT - Time Source: server- IP address: 165.225.81.77- Signature captured from device with phone number XXXXXXXX4831

✔ Agreement completed.

2025-08-13 - 16:14:37 GMT