

DATED

2025

(1) NEW FOREST DISTRICT COUNCIL

- and -

(2) Digital Island Business Services Ltd

AGREEMENT

relating to the supply of
New Forest Scale Up Support Programme

This Agreement is made the 3rd day of September 2025

Between:

- (A) **NEW FOREST DISTRICT COUNCIL** of Appletree Court, Beaulieu Road, Lyndhurst, Hampshire, SO43 7PA ("the Council")
- (B) **DIGITAL ISLAND BUSINESS SERVICES LTD** (Company Number 12654697) whose registered office is 25 Langdale Gardens, Brighton and Hove, BN3 4HJ ("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 5 th September 2025
"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 31 st August 2026;
"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 for a period of up to 6 months by giving not less than 10 Working 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

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 16.4. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 19.
- 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. PROTECTION OF PERSONAL DATA AND SECURITY OF DATA

- 13.1 The provisions of Schedule 4 shall apply if so stated in that Schedule.

14. LIABILITY AND INSURANCE

- 14.1 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.
- 14.2 Subject always to clauses 14.3 and 14.4, except in the case of claims arising under clauses 9.4 and 18.3, 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.
- 14.3 Nothing in the Agreement shall be construed to limit or exclude either Party's liability for:
- 14.3.1 death or personal injury caused by its negligence or that of its Staff;
 - 14.3.2 fraud or fraudulent misrepresentation by it or that of its Staff; or
 - 14.3.3 any other matter which, by law, may not be excluded or limited.
- 14.4 The Supplier's liability under the indemnity in clause 9.4 and 18.3 shall be unlimited.
- 14.5 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 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.

15. FORCE MAJEURE

- 15.1 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.

16. TERMINATION

- 16.1 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 1 month (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.
- 16.2 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:
- 16.2.1 (without prejudice to clause 16.2.5), is in material breach of any obligation under the Agreement which is not capable of remedy;
 - 16.2.2 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;
 - 16.2.3 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;
 - 16.2.4 undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988;
 - 16.2.5 breaches any of the provisions of clauses 7.2, 11, 12, 13 and 17; or
 - 16.2.6 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 16.2.6) in consequence of debt in any jurisdiction.
 - 16.2.7 this Agreement has been subject to substantial modification which would require a new procurement exercise.
 - 16.2.8 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.
 - 16.2.9 in circumstances where the Court of Justice of the European Union has declared that this Agreement should not have been awarded.

- 16.3 The Supplier shall notify the Council as soon as practicable of any change of control as referred to in clause 16.2.4 or any potential such change of control.
- 16.4 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.
- 16.5 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, 13, 14, 16.6, 17.4, 18.3, 19 and 20.7 or any other provision of the Agreement that either expressly or by implication has effect after termination.
- 16.6 Upon termination or expiry of the Agreement, the Supplier shall:
- 16.6.1 give all reasonable assistance to the Council and any incoming supplier of the Services; and
 - 16.6.2 return all requested documents, information and data to the Council as soon as reasonably practicable.

17. COMPLIANCE

- 17.1 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.
- 17.2 The Supplier shall:
- 17.2.1 comply with all the Council's health and safety measures while on the Council's premises; and
 - 17.2.2 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.
- 17.3 The Supplier shall:
- 17.3.1 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
 - 17.3.2 take all reasonable steps to secure the observance of clause 17.3.1 by all Staff.
- 17.4 The Supplier shall supply the Services in accordance with the Council's environmental policy as provided to the Supplier from time to time.
- 17.5 The Supplier shall comply with, and shall ensure that its Staff shall comply with, the provisions of section 182 of the Finance Act 1989.

18. PREVENTION OF FRAUD AND CORRUPTION

- 18.1 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.
- 18.2 The Supplier shall take all reasonable steps, in accordance with good industry practice, to prevent fraud or other breach of clause 18.1 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.
- 18.3 If the Supplier or the Staff engages in conduct prohibited by clause 18.1 or commits fraud in relation to the Agreement or any other contract with the Council, the Council may:
- 18.3.1 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
 - 18.3.2 recover in full from the Supplier any other loss sustained by the Council in consequence of any breach of this clause.
 - 18.3.3 by notice require the Supplier to remove from performance of this Agreement any Staff whose acts or omissions have caused the breach.

19. DISPUTE RESOLUTION

- 19.1 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.
- 19.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 19.1, 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.
- 19.3 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.

20. GENERAL

- 20.1 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.

- 20.2 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.
- 20.3 The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.
- 20.4 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.
- 20.5 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.
- 20.6 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.
- 20.7 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.
- 20.8 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.

21. NOTICES

- 21.1 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.
- 21.2 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.

22. ANTI-SLAVERY

- 22.1 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.

22.2 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.

22.3 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.

22.4 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

22.5 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.

23. 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

Jeannie Satchell

Signature:
Jeannie Satchell (Sep 3, 2025 07:52:55 GMT+1)

(print Name:)Jeannie Satchell.....

Signed for and on behalf of

DIGITAL ISLAND BUSINESS SERVICES LTD

Gavin McWhirter

Signature:
Gavin McWhirter (Sep 1, 2025 11:18:06 GMT+1)

(print Name:)Gavin McWhirter.....

Schedule 1
CHARGES

INVOICING SCHEDULE

Date	Phase No/Milestone	Detail/Evidence	Value
September 25	Phase 1 - Inception meeting and project mobilisation (as per project management section of tender)	Invoice 1, suitable evidence of achievement and progress monitoring report (reporting mechanism to be finalised at inception meeting)	£5,000
September - October 25	Phase 2 – Participant recruitment (as per project management section of tender)	Invoice 2, suitable evidence and progress monitoring report	£10,000
October – December 25	Phase 3 – Delivery Phase 1 (as per project management section of tender)	Invoice 3, suitable evidence and progress monitoring report	£15,000
January - March 26	Phase 4 – Delivery Phase 2 (as per project management section of tender)	Invoice 4, suitable evidence and progress monitoring report	£15,000
March - August 26	Phase 5 – Delivery Phase 3 (as per project management section of tender)	Invoice 5, suitable evidence and progress monitoring report	£15,000

Note - In addition to the invoicing schedule above there is an additional £10,000 for project delivery. This will be allocated on a business-by-business basis for businesses above and beyond the 20 set out in the output/outcome table. This will be invoiceable at a cost of £2,000 per business allowing support for an additional 5 businesses.

COST BREAKDOWN

Resource	Hourly rate	Task	Time allowed	Total
Gavin McWhirter	£120	Programme Director / Marketing	38.3	£4,600
James Mackrill	£120	Diagnostic Action Planning meetings	60	£7,200
Specialist facilitators	£250	Running workshops	24	£6,000
Venues	£50	Venue and facilities for workshops, clinics and peer to peer sessions	88	£4,400
Specialist advisors	£100	1:1 specialist advice, mentoring	300	£30,000
Peer-learning facilitator	£100	Running / preparing peer to peer sessions	48	£4,800
Specialist clinic facilitator	£250	Running / preparing targeted clinics	12	£3,000
Total				£60,000

Schedule 2 KEY PERSONNEL

Name	Description of role
Gavin McWhirter	Programme Director

Schedule 3 SPECIFICATION

1	Background and Context
<p>New Forest District Council (NFDC) are carrying out this procurement exercise to identify, select and award business to a single supplier who satisfies the Councils selection criteria and have submitted compliant bids under this quotation exercise.</p> <p>New Forest District is home to circa 8000 businesses. The majority (99%) are small and medium-sized enterprises (SMEs) with a high proportion (89%) of these being micro sized. The district has a diverse economy including traditional land-based businesses, high-tech marine, hospitality and those linked to the petrochemicals sector. Looking to the future there is also massive</p>	

economic growth potential as a result of the Solent Freeport extension, clean growth and renewable energy production.

Such a high proportion of micro and small and medium-sized enterprises suggests there is significant capacity for growth across the district. To ensure businesses can meet their growth potential NFDC are proposing a scale up support programme to be delivered collaboratively with a suitable supplier. Due to the varied nature of the New Forest economy the programme will need to be diverse in its delivery approach providing tailored support to individual businesses over a circa 12 month period.

The Council's budget for this initiative is £70,000 (exclusive of VAT). The quoting supplier must clearly state its method of delivery whilst considering the KPI's set out in section 5 to frame the outputs and outcomes it will deliver with the funding available.

The budget includes all operational and promotional costs of delivering the agreement including staff time, hiring of facilities and technology required to deliver the proposed service. There should be no anticipation of further funding from the council for the costs of running the initiative from a revenue perspective.

Bids are invited from organisations in the private, public or voluntary sector with the expertise and proven track record of delivery of support in line with the scope set out in section 2.

2	Scope
<p>The New Forest Scale Up Support Programme will focus on quality rather than quantity providing a range of tailored support over an extended period (circa 12 months) that will provide the knowledge, skills and experience for businesses to achieve exponential growth supporting outcomes such as: -</p> <ul style="list-style-type: none">• Revenue income growth.• High levels of profitability.• Market expansion.• Capacity building in senior management.• Access to new finance streams.• Networking. <p>NFDC expect a detailed methodology as part of the tender specifying how the outcomes listed above (and others) will be achieved. The support delivered through the programme is expected to include amongst other things: -</p>	

- Mentorship and coaching.
- Educational workshops and training across a range of subjects.
- Product development and innovation.
- Funding and investment identification.
- Techniques to secure identified funding.
- Networking opportunities.

NFDC desire to focus on quality of support rather than quantity means a limited number of businesses will have access to the Scale Up Support Programme. Thoughts on the number of businesses that should be supported as part of the programme to balance quality of support with reach should form part of the submission. The supplier will work with NFDC to create an application process and criteria ensuring those businesses that form part of the programme have the desire, commitment and potential to achieve their growth ambitions.

Key requirements of the supplier in relation to this programme of work are as follows: -

- Develop and deliver a face-to-face scale up support programme through a range of support mechanisms that will achieve the outcomes listed above.
- Create a criteria that applications for the programme can be scored against for suitability.
- Oversee a call for suitable businesses to be part of the New Forest Scale Up Support Programme assessing applications against the pre-determined criteria.
- Work in partnership with a range of partners/stakeholders to identify suitable candidates to take part in the programme.
- Collaborative working with NFDC to add value to UKSPF and other Council led initiatives.
- Leverage in additional match funding to increase the scope of provision and/or the length of the programme to extend it past Summer 2026 (note this does not need to be funding, instead could be additional follow on support provided by a supplier through an alternative funding stream).
- Creation of a legacy for the programme (suggestions welcomed as part of the tender process, however, could be a peer-to-peer network or the ability for businesses engaged on the programme to access further support opportunities through the knowledge, skills and experience they have gained).

- Creation of several case studies highlighting the success of the programme to be used as a marketing tool to attract additional funding to expand delivery beyond the existing timeframe.

3

Functional Requirements

Fundamental to the success of this programme is a proven track record of delivering scale up support that has tangible benefits for businesses in primarily rural areas. As part of the tender, examples of how a supplier has facilitated businesses growth ambitions in comparable locations is essential to provide confidence to NFDC that a supplier can deliver.

The supplier will also be required to provide reporting throughout the lifecycle of the project in line with NFDC and Central Government requirements. These requirements will be agreed as part of the inception meeting, however as part of the tender submission evidence of how a supplier/partnership ensures it is GRPR compliant is required.

Finally, as part of project delivery good practice the supplier will be required to evaluate the programme collaboratively with NFDC and partners. This will draw out important lessons that can be carried forward into future project delivery.

4

Performance Requirements

Key Performance Indicators (KPI's):

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

The main criteria for establishing a KPI, is relevance to the performance of the contract and ease of monitoring. With this in mind, it is envisaged that the list of KPI's initially set at the commencement of the contract may require reviewing for relevance throughout the course of the contract. The Council reserves the right to amend or add additional measures as appropriate.

The KPI's linked directly back to the scope of the project set out in section 2 are as follows: -

<ol style="list-style-type: none"> 1. Number of businesses engaged with culminating in the delivery of a range of positive outcomes as set out in section 2 of the specification e.g. <ul style="list-style-type: none"> o Number of businesses increasing revenue generation. o Number of businesses increasing profitability. o Number of businesses entering/planning for market expansion. o Number of businesses accessing alternative finance sources. 2. Creation of a legacy for the programme. 3. Creation of a number of case studies highlighting the success of the programme. 																					
5	Implementation Programme																				
<p>Set out below are the indicative timescales for the key milestones up to project completion.</p> <table border="1"> <tr> <td>Bid Closing date</td><td>16.07.2025</td></tr> <tr> <td>Appointment</td><td>21.07.2025</td></tr> <tr> <td>Inception Meeting</td><td>01.08.2025</td></tr> <tr> <td>Project Mobilisation</td><td>01.08.2025</td></tr> <tr> <td>Criteria for accessing scale up programme developed</td><td>TBC</td></tr> <tr> <td>Call for application to scale up programme</td><td>TBC</td></tr> <tr> <td>Sifting process</td><td>TBC</td></tr> <tr> <td>Scale up support delivery</td><td>TBC</td></tr> <tr> <td>Project completion</td><td>Summer 2026</td></tr> <tr> <td>Project evaluation</td><td>By 1 month after project completion</td></tr> </table>		Bid Closing date	16.07.2025	Appointment	21.07.2025	Inception Meeting	01.08.2025	Project Mobilisation	01.08.2025	Criteria for accessing scale up programme developed	TBC	Call for application to scale up programme	TBC	Sifting process	TBC	Scale up support delivery	TBC	Project completion	Summer 2026	Project evaluation	By 1 month after project completion
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Project evaluation	By 1 month after project completion																				
6	Contact Details																				
<p>This electronic tender is administered through the Councils e-Tendering tool, ProContract hosted via the South East Business Portal (SEBP).</p> <p>Clarification Questions regarding this tender must be raised via the Message feature of ProContract.</p>																					
7	Definitions																				

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

"Council" means New Forest District Council being a Local Authority.

OUTPUT/OUTCOME/METRIC/METRIC VALUE TABLE

Output	Metric	Metric Value
Number of businesses receiving non-financial support	Number of businesses	20
Creation of case studies	Number of case studies	5
Outcomes	Metric	Metric Value
Number of businesses entering/planning for market expansion	Number of businesses	15
Number of businesses increasing revenue generation	Number of businesses	10
Number of businesses increasing profitability	Number of businesses	10
Number of businesses accessing/working towards alternative finance/funding streams	Number of businesses	10

Schedule 4 PROTECTION AND SECURITY OF DATA

The provisions of Schedule 4 shall apply to this Agreement.

Part A

OPERATIVE PROVISIONS

1. DEFINITIONS

1.1 In this Schedule:

“Controller”	has the meaning given in applicable Data Protection Laws from time to time;
“Data Protection Laws”	<p>means all applicable law relating to the Processing, privacy and/or use of Personal Data, as applicable to either party or the Services, including:</p> <ul style="list-style-type: none">(a) the UK GDPR;(b) the Data Protection Act 2018;(c) the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426);(d) any laws which implement or supplement any such laws;(e) any laws that replace, extend, re-enact, consolidate or amend any of the foregoing; and(f) all guidance, guidelines and codes of practice issued by any relevant Data Protection Supervisory Authority relating to such Data Protection Laws (in each case whether or not legally binding);
“Data Protection Supervisory Authority”	means any regulator, authority or body responsible for administering Data Protection Laws;
“Data Subject”	has the meaning given in applicable Data Protection Laws from time to time;
“International Organisation”	has the meaning given in applicable Data Protection Laws from time to time;
“Personal Data”	has the meaning given in applicable Data Protection Laws from time to time;

“Personal Data Breach”	has the meaning given in applicable Data Protection Laws from time to time;
“Processing”	has the meaning given in applicable Data Protection Laws from time to time (and related expressions, including process, processed, and processes shall be construed accordingly);
“Processing End Date”	means in respect of any Protected Data, the earlier of: <ul style="list-style-type: none"> (a) the end of the provision of the relevant Services related to the processing of such Protected Data; or (b) once processing by the Supplier of such Protected Data is no longer required for the purpose of the Supplier’s performance of its relevant obligations under this Agreement;
“Processor”	has the meaning given in applicable Data Protection Laws from time to time;
“Protected Data”	means Personal Data received from or on behalf of the Council, or otherwise obtained in connection with the performance of the Supplier’s obligations under this Agreement;
“Sub-Processor”	means any Processor engaged by the Supplier (or by any other Sub-Processor) for carrying out any processing activities in respect of the Protected Data.
“UK GDPR”	means the General Data Protection Regulation, Regulation (EU) 2016/679, as it forms part of domestic law in the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018 (including as further amended or modified by the laws of the United Kingdom or of a part of the United Kingdom from time to time);

1.2 Unless otherwise expressly stated in this Agreement:

- 1.2.1 references to any paragraphs made in Part A are to paragraphs within Part A; and
- 1.2.2 the Supplier’s obligations and the Council’s rights and remedies under Schedule 4 are cumulative with, and additional to, one another and those under any other provisions of this Agreement.

2. COMPLIANCE WITH DATA PROTECTION LAWS

The Parties agree that the Council is a Controller and that the Supplier is a Processor for the purposes of processing Protected Data pursuant to this Agreement. The

Supplier shall, and shall ensure the Sub-Processors and each of the Staff shall, at all times, comply with all Data Protection Laws in connection with the processing of Protected Data and the provision of the Services and shall not by any act or omission cause the Council (or any other person) to be in breach of any of the Data Protection Laws. Nothing in this Agreement relieves the Supplier of any responsibilities or liabilities under Data Protection Laws.

3. SUPPLIER INDEMNITY

3.1 The Supplier shall indemnify and keep indemnified the Council against:

3.1.1 all losses, claims, damages, liabilities, fines, interest, penalties, costs, charges, sanctions, expenses, compensation paid to Data Subjects (including compensation to protect goodwill and ex gratia payments), demands and legal and other professional costs (calculated on a full indemnity basis and in each case whether or not arising from any investigation by, or imposed by, a Data Protection Supervisory Authority) arising out of or in connection with any breach by the Supplier of its obligations under Schedule 4; and

3.1.2 all amounts paid or payable by the Council to a third party which would not have been paid or payable if the Supplier's breach of Schedule 4 had not occurred.

4. INSTRUCTIONS

The Supplier shall only process (and shall ensure Staff only process) the Protected Data in accordance with Part B of Schedule 4, this Agreement and the Council's written instructions from time to time (including with regard to any transfer to which paragraph 9 relates) except where otherwise required by applicable law (and in such a case shall inform the Council of that legal requirement before processing, unless applicable law prevents it doing so on important grounds of public interest). The Supplier shall immediately inform the Council if any instruction relating to the Protected Data infringes or may infringe any Data Protection Law. The Supplier shall retain records of all instructions relating to the Protected Data received from the Council.

5. SECURITY

5.1 The Supplier shall, at all times, implement and maintain appropriate technical and organisational measures to protect Protected Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access. Such technical and organisational measures shall be at least equivalent to the technical and organisational measures set out in Part B of Schedule 4 and shall reflect the nature of the Protected Data.

5.2 Except as agreed by the Parties by way of a binding variation of this Agreement, the Supplier may not make any change to the security measures it applies to the Protected Data from time to time to the extent any such change would conflict with the provisions of this Agreement.

6. SUB-PROCESSING AND PERSONNEL

6.1 The Supplier shall not permit any processing of Protected Data by any agent, sub-contractor, Sub-Processor or other third party (except its own Staff that are subject to

an enforceable obligation of confidence with regards to the Protected Data) without the prior specific written authorisation of that third party by the Council that takes effect by way of a binding variation to this Agreement and only then subject to such conditions as the Council may require.

- 6.2 The Supplier shall ensure that access to Protected Data is limited to the authorised persons who need access to it to supply the Services.
- 6.3 The Supplier shall, prior to the relevant Sub-Processor carrying out any Processing activities in respect of the Protected Data, appoint the relevant Sub-Processor under a binding written contract containing the same obligations as under Schedule 4 in respect of Protected Data and that (without prejudice to, or limitation of, the foregoing):
 - 6.3.1 includes providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing of the Protected Data will meet the requirements of all Data Protection Laws; and
 - 6.3.2 is enforceable by the Supplier,and ensure each such Sub-Processor is at all times subject to a binding written contract that complies with such terms and that each Sub-Processor complies with all such obligations.
- 6.4 The Supplier shall remain fully liable to the Council under this Agreement for all the acts and omissions of each Sub-Processor and each of the Staff as if they were its own.
- 6.5 The Supplier shall ensure that all persons authorised by the Supplier or any Sub-Processor to process Protected Data are reliable and:
 - 6.5.3 adequately trained on compliance with Schedule 4 as applicable to the processing;
 - 6.5.4 informed of the confidential nature of the Protected Data and that they must not disclose Protected Data; and
 - 6.5.5 subject to a binding and enforceable written contractual obligation to keep the Protected Data confidential.
- 6.6 The Supplier shall promptly provide all relevant details concerning, and a copy of, each agreement with a Sub-Processor to the Council on request.
- 6.7 The Supplier shall immediately cease using a Sub-Processor upon receiving written notice from the Council requesting that the Sub-Processor ceases processing Protected Data for security reasons or concerns about the Sub-Processor's ability to carry out the relevant processing in compliance with Data Protection Laws or Schedule 4.

7. ASSISTANCE

- 7.1 The Supplier shall (at its own cost and expense) promptly provide such information and assistance (including by taking all appropriate technical and organisational measures) as the Council may require in relation to the fulfilment of the Council's obligations to respond to requests for exercising the Data Subjects' rights under

Chapter III of the UK GDPR (and any similar obligations under applicable Data Protection Laws).

- 7.2 The Supplier shall (at its own cost and expense) promptly provide such information, co-operation and other assistance to the Council as the Council requires (taking into account the nature of processing and the information available to the Supplier) to ensure compliance with the Council's obligations under Data Protection Laws, including with respect to:
- 7.2.1 security of processing (including with any review of security measures);
 - 7.2.2 data protection impact assessments (as such term is defined in Data Protection Laws);
 - 7.2.3 prior consultation with a Data Protection Supervisory Authority regarding high risk processing; and
 - 7.2.4 any remedial action and/or notifications in response to any Personal Data Breach and/or any complaint or request relating to either party's obligations under Data Protection Laws relevant to this Agreement, including (subject in each case to the Council's prior written authorisation) regarding any notification of the Personal Data Breach to Data Protection Supervisory Authorities and/or communication to any affected Data Subjects.

8. DATA SUBJECT REQUESTS

The Supplier shall (at no cost to the Council) record and refer all requests and communications received from Data Subjects or any Data Protection Supervisory Authority to the Council which relate (or which may relate) to any Protected Data promptly (and in any event within 2 Working Days of receipt) and shall not respond to any without the Council's express written approval and strictly in accordance with the Council's instructions unless and to the extent required by applicable law.

9. INTERNATIONAL TRANSFERS

The Supplier shall not process and/or transfer, or otherwise directly or indirectly disclose, any Protected Data in or to any country or territory outside the United Kingdom or to any International Organisation without the prior written authorisation of the Council (which may be refused or granted subject to such conditions as the Council deems necessary).

10. RECORDS

- 10.1 The Supplier shall maintain complete, accurate and up to date written records of all categories of processing activities carried out on behalf of the Council. Such records shall include all information necessary to demonstrate both Parties' compliance with this Agreement, the information referred to in Articles 30(1) and 30(2) of the UK GDPR and such other information as the Council may reasonably require from time to time.
- 10.2 The Supplier shall make copies of such records under paragraph 10.1 available to the Council promptly (and in any event within 10 Working Days) on request from time to time.

11. AUDIT

- 11.1 The Supplier shall (and shall ensure all Sub-Processors shall) promptly make available to the Council (at the Supplier's cost) such information as is required to demonstrate the Supplier's and the Council's compliance with their respective obligations under Schedule 4 and the Data Protection Laws, and allow for, permit and contribute to audits, including inspections, by the Council (or another auditor mandated by the Council) for this purpose at the Council's request from time to time.
- 11.2 The Supplier shall provide (or procure) access to all relevant premises, systems, Staff and records during normal business hours for the purposes of each such audit or inspection upon reasonable prior notice (not being more than 3 Working Days) and provide and procure all further reasonable co-operation, access and assistance in relation to any such audit or inspection.

12. BREACH

- 12.1 The Supplier shall promptly (and in any event within 24 hours) notify the Council if it (or any of the Sub-Processors or the Staff) suspects or becomes aware of any suspected, actual or threatened occurrence of any Personal Data Breach in respect of any Protected Data.
- 12.2 The Supplier shall promptly (and in any event within 24 hours) provide all information as the Council requires to report the circumstances referred to in paragraph 12.1 (above) to a Data Protection Supervisory Authority and to notify affected Data Subjects under the Data Protection Laws.

13. DELETION/RETURN

- 13.1 Subject to paragraph 13.2 and notwithstanding clause 10.2 of the Agreement, the Supplier shall (and shall ensure that each of the Sub-Processors and Staff shall) within not less than 2 Working Days and not more than 4 Working Days of the relevant Processing End Date securely delete the Protected Data (and all copies) except to the extent that storage of any such data is required by applicable law (and, if so, the Supplier shall inform the Council of any such requirement and shall securely delete such data as soon as it is permitted to do so under applicable law).
- 13.2 The Supplier shall (and shall ensure that each of the Sub-Processors and Staff shall) promptly comply (in a secure manner) with any requests from the Council for the return or disclosure to the Council of any Protected Data in such form and by such manner as the Council reasonably requests, provided such request is received 2 Working Days of the relevant Processing End Date.
- 13.3 Within 2 Working Days of the date for performance of any obligation under paragraph 13.1, the Supplier shall notify the Council in writing:
- 13.3.1 with confirmation of the extent to which it has complied with all obligations under paragraph 13.1 to delete Protected Data;
 - 13.3.2 if applicable, of the full details of any failure to comply with any obligation under paragraph 13.1 (in which case the Supplier shall notify the Council immediately once this has been corrected); and
 - 13.3.3 if applicable, of the full details of any Protected Data that continues to be stored as required by applicable law (together with confirmation of the relevant law(s)).

14. SURVIVAL

Schedule 4 shall survive termination or expiry of this Agreement for any reason.

15. COST

The Supplier shall perform all its obligations under Schedule 4 at no cost or expense to the Council.

16. RIGHTS OF DATA SUBJECTS

Nothing in this Agreement affects the rights of Data Subjects under Data Protection Laws (including those in Articles 79 and 82 of the UK GDPR or in any similar Data Protection Laws) against the Council, the Supplier or any Sub-Processor.

Part B

DATA PROCESSING AND SECURITY DETAILS

SECTION 1—DATA PROCESSING DETAILS

Processing of the Protected Data by the Supplier under this Agreement shall be for the subject-matter, duration, nature and purposes and involve the types of Personal Data and categories of Data Subjects set out in this Part B.

1. SUBJECT-MATTER OF PROCESSING:

For the performance of the Services.

2. DURATION OF THE PROCESSING:

The Processing shall take place until the Processing End Date.

3. NATURE AND PURPOSE OF THE PROCESSING:

The nature of the Processing is collection, usage (to meet the outputs and outcomes of the project) and for feedback and evaluation purposes as part of the overall monitoring of the project.

The purpose of the Processing is to make contact with individuals, arrange appointments and support the monitoring and evaluation of the project.

4. TYPE OF PERSONAL DATA:

The type of personal data will include (but is not exclusive to) name, address and contact details.

5. CATEGORIES OF DATA SUBJECTS:

Data subjects will include owners, senior managers and more general employees of businesses that are located and operate within the New Forest District Boundary

SECTION 2—MINIMUM TECHNICAL AND ORGANISATIONAL SECURITY MEASURES

1. Without prejudice to its other obligations, the Supplier shall implement and maintain at least the following technical and organisational security measures to protect the Protected Data:

1.1 In accordance with the Data Protection Laws, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the processing of the Protected Data to be carried out under or in connection with this Agreement, as well as the risks of varying likelihood and severity for the rights and freedoms of natural persons and the risks that are presented by the processing,

especially from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Protected Data transmitted, stored or otherwise processed, the Supplier shall implement appropriate technical and organisational security measures appropriate to the risk, including, as appropriate, those matters mentioned in Articles 32(1)(a) to 32(1)(d) (inclusive) of the UK GDPR.

- 1.2 Without prejudice to its other obligations, including as appropriate:
 - 1.2.1 encryption of data in transit by using suitable encryption solutions such as using https;
 - 1.2.2 encryption of data at rest on all devices, including portable devices, using suitable encryption solutions;
 - 1.2.3 only accessing data remotely using secure networks;
 - 1.2.4 use of multi-factor authentication for internet facing systems;
 - 1.2.5 timely decommissioning and secure wiping (that renders data unrecoverable) of old software and hardware;
 - 1.2.6 secure disposal of hard copy documents;
 - 1.2.7 completing regular software updates to all hardware and software;
 - 1.2.8 real-time protection anti-virus and anti-malware software and web filtering on all systems;
 - 1.2.9 firewalls and intrusion detection and prevention systems at the network edge;
 - 1.2.10 the use of user access control management, including username and password restrictions, and audit logs;
 - 1.2.11 enforcing unique passwords of sufficient complexity and regular expiry on all devices;
 - 1.2.12 the use of data backup and disaster recovery measures and procedures;
 - 1.2.13 procedures to ensure modifications to any systems, software or hardware are managed to ensure the ongoing confidentiality, integrity, availability of all data;
 - 1.2.14 implementation of relevant policies covering Information Security, Data Protection, Bring Your Own Device, Acceptable Use and Clear Desk;
 - 1.2.15 regular training of all Staff on confidentiality, data processing obligations, identification of Personal Data Breaches and risks;
 - 1.2.16 suitable physical controls in place to protect data, networks and premises such as physical security on premises including reception or front desk, security passes, storage of documents in secure cabinets, secure disposal of materials, CCTV;
 - 1.2.17 annual testing to assess and evaluate the effectiveness of the security measures set out in this paragraph 1.2 of this Part B.











New Forest Scale Up Programme Contract

Final Audit Report

2025-09-03

Created:	2025-09-01
By:	Dean Irving (Dean.Irving@NFDC.GOV.UK)
Status:	Signed
Transaction ID:	CBJCHBCAABAAr4FmiX0NdS81FiSik_DsjQkUGJ636HRI

"New Forest Scale Up Programme Contract" History

-  Document created by Dean Irving (Dean.Irving@NFDC.GOV.UK)
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