DATED 2025

(1) NEW FOREST DISTRICT COUNCIL

- and -

(2) YTKO Ltd

AGREEMENT

relating to the supply of New Forest Business and Community Digital Skills Initiative Services

	17th	Sep	tember	
This Agreement is made the		. day of		.2025
9		•		
Between:				

- (A) **NEW FOREST DISTRICT COUNCIL** of Appletree Court, Beaulieu Road, Lyndhurst, Hampshire, SO43 7PA ("the Council")
- (B) YTKO Ltd (Company No 242694942) whose registered office is Unit 21 Lymington Barn, Lymington Bottom Road Medstead, Hampshire GU34 5EW ("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 15th 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

31st 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;
- 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

Signature: Jeannie Satchell Jeannie Satchell (Sep 17, 2025 11:43:17 GMT+1)
(print Name:) Jeannie Satchell
Signed for and on behalf of
YTKO Ltd
f fight
Signature:
(print Name:) Lee Hughes
\1

Schedule 1 CHARGES

INVOICING SCHDULE

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
October - November 25	Phase 2 – Engagement (as per project management section of tender)	Invoice 2, suitable evidence and progress monitoring report	£7,500
November 25 – March 26	Phase 3 – Delivery (as per project management section of tender)	Invoice 3, suitable evidence and progress monitoring report	£15,000
March 26	Phase 4 – Close down (as per project management section of tender)	Invoice 4, suitable evidence and progress monitoring report	£5,820

COST BREAKDOWN

Name	Role	Activity	Hourly Rate	Allocation of time to this Project*
Graham Thompson	Delivery Lead (Senior)	Using his extensive local networks /credibility in the New Forest to ensure strong stakeholder engagement, seamless delivery, and maximum impact through the optimisation of existing relationships.	£30.26	0.4 FTE
Liz Ratcliffe	Digital Specialist	Design and delivery of all digital training content, workshops and 1:1 sessions, ensuring relevance to residents and SMEs in the New Forest.	£43.77	0.2FTE
Bethany Longman	Marketing Coordinator	Manage all marketing activity, including digital campaigns,	£15.43	0.2 FTE

Gillian O'Hara	Admin Support	printed materials and event promotion, to drive local engagement. Coordinate logistics, maintain CRM records, and support monitoring, evaluation, and reporting processes across the	£18.40	0.1 FTE
Graham Leigh	National Lead for Business Support	project. Senior management oversight and sharing national best practice contributed by YTKO as leveraged Match, reflecting £4,638 of YTKO investment into the New Forest Region	(£37.48) YTKO Match Zero cost to The Project	0.1 FTE
Non-salary Expenditure			Ви	dget
Marketing	posters, adv marketing (ema	ration to cover flyers, signage, ertising, pull ups, PR, online il blasting, web-site, CRM, SEM, ial media, SEO) etc	£2	,667
Travel		p a mile based on 33 week delivery £1,860 and daily travel throughout the New Forest		,860
Fixed Price			£33	3,320

Schedule 2 KEY PERSONNEL

Name	Description of role
Graham Thompson	Delivery Lead

Schedule 3 SPECIFICATION

Appendix C2 – Cost Service Quality Response Form

Instructions for Tenderers: Please complete in full and upload as part of your response by the close date specified in the Quotation. **Note:** When uploading your responses please amend the filename to add your Company Name (Supplier Name).

The tenderer shall provide information on the method and approach to be taken as to how the services set out in **Appendix B - Specification** will be delivered in line with the **Appendix A - Contract Terms.** Please provide a response to EACH section in the response table below (>>) making a cross reference to any additional sheets or information requested in the relevant question.

Evaluation Scoring: The scoring method employed by the Councils evaluation team is detailed in the "**Guide for Tenderers**" issued as part of the tender documentation pack. ALL Questions will be scored using the 10-point scoring method unless stated otherwise.

Failure to complete this Form will invalidate your tender response.

Tender Title

>> e-ITT for the provision of New Forest Business and Community Digital Skills Initiative

Your Company Name

YTKO Ltd

Address

YTKO, Unit 21 Lymington Barn, Lymington Bottom Road, Medstead, Hampshire GU34 5EW

E-Mail

Liz.ratcliffe@ytko.com

Contact Name and Telephone Number

Liz Ratcliffe, M 0754 0834190

Company Registration No.

242694942

CO1. Tendered Cost 15%

Tenderers: The evaluation of the **Tendered Cost** element will set the lowest compliant bid (that delivers the outcome specification in full) as the benchmark to which other bids will be compared pro-rata.

Fixed price quotation for delivery of services in line with the project specification and contract conditions.

Note: All bids evaluated MUST deliver the outcome specification in full.

Response

YTKO Pricing Table

Name	Role	Activity	Hourly Rate	Allocation of time to this Project*
Graham Thompson	Delivery Lead (Senior)	Using his extensive local networks /credibility in the New Forest to ensure strong stakeholder engagement, seamless delivery, and maximum impact through the optimisation of existing relationships.	£30.26	0.4 FTE
Liz Ratcliffe	Digital Specialist	Design and delivery of all digital training content, workshops and 1:1 sessions, ensuring relevance to residents and SMEs in the New Forest.	£43.77	0.2FTE
Bethany Longman	Marketing Coordinator	Manage all marketing activity, including digital campaigns, printed materials and event promotion, to drive local engagement.	£15.43	0.2 FTE
Gillian O'Hara	Admin Support	Coordinate logistics, maintain CRM records, and support monitoring, evaluation, and reporting processes across the project.	£18.40	0.1 FTE

Graham Leigh	National Lead for Business Support	Senior management oversight and sharing national best practice contributed by YTKO as leveraged Match, reflecting £4,638 of YTKO investment into the New Forest Region	(£37.48) YTKO Match Zero cost to The Project	0.1 FTE
Non-salary Expenditure			Bu	dget
Marketing	demand generation to cover flyers, signage, posters, advertising, pull ups, PR, online marketing (email blasting, web-site, CRM, SEM, social media, SEO) etc		£2	,667
Travel	£0.45p a mile based on 33 week delivery window and daily travel throughout the New Forest		£1	,860
Fixed Price			£33	3,320

Cost Basis and Resource Justification

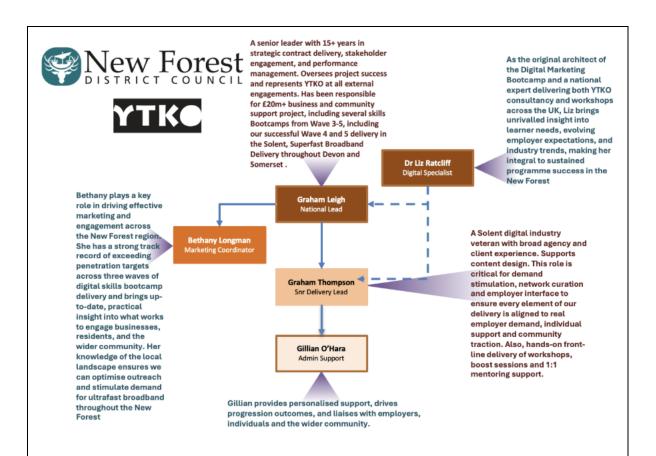
Costs have been estimated based on YTKO's extensive experience of delivering similar digital skills and business support programmes across Solent, Devon and Somerset, Cambridgeshire and Peterborough, Bristol, Dorset, Suffolk, and Cornwall. All resource allocations and associated costs are modelled on the proven capacity and conversion rates achieved in these regions, giving a high level of confidence in forecasting outputs, outcomes, staffing needs, and demand-generation requirements.

This modelling considers the population size and demographic profile of the wider New Forest district, its known responsiveness to community and business programmes, and the rural nature of the geography—necessitating higher travel costs than urban areas.

Assumptions are drawn from three variables: our long-standing delivery experience in New Forest and comparable rural locations; intimate local market knowledge, including supplier rates and access barriers; and our database of results (including output, outcome, and impact data) from eight years of YTKO delivery across the region.

Key Costs

a. Project Team



YTKO's team combines local presence, nationally recognised expertise, and operational capability to ensure maximum programme impact.

Graham Thompson is our Delivery Lead and "man on the ground," with over eight years' experience delivering business support throughout Solent and the New Forest. With excellent local networks and trusted relationships, Graham is already in place to generate impact from day one, accelerating mobilisation and ensuring strong community reach.

Liz Ratcliffe is our Digital Delivery Lead and one of the UK's leading experts in SME digital adoption, AI, and strategic marketing. A New Forest resident herself, Liz designs and delivers practical, high-impact workshops and 1:1 sessions tailored to residents and businesses, informed by national trends and hyperlocal needs.

Bethany Longman leads marketing and engagement, managing digital campaigns, printed collateral, and community outreach. With a strong track record across multiple YTKO programmes, she ensures messaging is accessible, localised, and targeted to achieve maximum reach and uptake.

Gillian O'Hara provides CRM management, logistics, data collection and compliance support. Her structured approach ensures smooth delivery, accurate monitoring, and timely reporting against KPIs.

Graham Leigh, our National Business Support Lead, will provide senior oversight and national best practice to strengthen the programme. With over 15 years' experience

managing major business support contracts, Graham offers strategic assurance and scalability. His involvement is offered at no cost to the Council—representing £4,638 of in-kind match funding and reflecting our long-term commitment to the New Forest. Graham also brings relevant experience from YTKO's successful £650k Superfast Broadband programme in Devon and Somerset (2012), delivering similar outcomes for urban and rural communities.

b. Marketing and Travel

All marketing and travel costs are based on known rates from YTKO's previous delivery across the New Forest. This includes accurate budgeting for venue hire, print, advertising, social media promotions, and travel allowances—ensuring every pound of project budget is accounted for and used efficiently.

Word count – 469 words

Service Quality Elements – 85%

SQ1 – Experience Elements – 25%		
SQ1.1	Organisation, Project Team & Associated Risks	20%

Please describe how your organisation is set up to deliver the services required by the Council under this contract. This should include details of your operating facilities and policies and practices that are pertinent to the successful deliver of this piece of work.

Please set out your project team structure with summary CVs for project team members demonstrating <u>relevant</u> skills and experience of each including qualifications and accreditations held and previous experience team members have of working with each other.

Please detail your experience of assisting relevant organisations (particularly local authorities) and your understanding of the risks associated with the delivery of the outputs and outcomes associated with this project.

Response

YTKO is uniquely positioned to deliver the New Forest Business and Community Digital Skills Initiative. With over 20 years' experience delivering award-winning enterprise and digital skills support, our track record combines inclusion, impact and scalability. Our work across the New Forest over the past 8 years—including through GetSet Solent, Skills Bootcamps, and engagement with NFBP—gives us an intimate, up-to-date understanding of the district's distinctive mix of rural, coastal and business communities.

We are the current regional provider of DfE-funded Skills Bootcamps, having been awarded Wave 4–6 contracts through open, national competition. This confirms us as the sole provider commissioned to deliver digital skills provision across Solent. We don't just understand the wider regional landscape—we actively lead it. This enables us to offer seamless integration with existing skills provision, eliminating duplication and maximising the impact of limited resources.

To maximise engagement and impact across businesses, individuals and the wider community, YTKO will collaborate with established local and regional partners. These organisations bring trusted networks, venues, promotional channels and specialist expertise to ensure strong participation and lasting programme legacy. Many partners can also provide in-kind contributions, helping to extend programme reach without drawing on NFDC's £35,000 budget. See table below.

Our legacy of impact includes delivery of over 87 publicly funded programmes worth £97m, supporting 30,000+ businesses and 70,000+ individuals. Our Solent Bootcamps have achieved 99% completion and 84% progression—among the best in the UK. In 2012, we also delivered the £650k 'Connecting Devon & Somerset' LAB, focused on digital engagement in hard-to-reach areas—giving us early experience of what would become the UK's national full-fibre agenda.

YTKO will deliver this contract via a hybrid model, blending online and in-person support from our Hampshire base (in Alton) and regional team. We will operate from libraries, business parks and community venues, using trusted local spaces to maximise accessibility. Delivery will be tracked using our cloud-based CRM (DayLite), which enables live data capture, secure reporting and referral management.

Our operations are underpinned by robust policies covering GDPR, EDI, Safeguarding, Quality Management, Environmental and Modern Slavery, all reviewed annually. We are on track to reach carbon neutrality by 2027. Our digital-first approach reduces travel, supports paperless delivery, and ensures services are inclusive for digitally excluded groups. Over the past 15 years, our policies and practices have been continually refined and rigorously tested, underpinning the successful delivery of our £97 million public sector portfolio. This spans more than 50 Borough, District, and County councils and 12 distinct government funding streams, all of which have consistently passed UK and EU compliance audits without exception.

Table	of P	artners
--------------	------	---------

Segment	Partner	Relevance Locally	Proposed Collaboration	Potential Added Value
Businesses	New Forest Business Partnership (NFBP)	Key SME network with strong local reach, hosts 100+ events yearly.	Co-host digital skills masterclasses, cross- promotion, case study recruitment.	Co-marketing, access to events calendar, potential venues.
Businesses	Hampshire Chamber of Commerce	Large regional membership body connecting SMEs county-wide.	Joint webinars and signposting to programmes, newsletter promotion.	Extended business reach and credibility.
Businesses	NFDC Economic Development	Official council gateway for business support and communications.	Programme listing on NFDC channels, data- sharing for reporting.	Official comms reach, local authority endorsement.
Start-ups	IncuHive (NFDC Start-Up Scheme)	Pipeline of early-stage founders and micro- SMEs locally.	Joint start-up digital adoption sessions, shared mentoring and events.	Venue space and mentoring support in-kind.
Businesses (regional)	Solent Growth Partnership / Growth Hub	Regional growth and skills provision covering New Forest.	Cross-referral of SMEs, joint delivery of growth clinics.	Additional funded support and grants access.
Tourism SMEs	Go New Forest (Destination Management Organisation)	Supports 220+ visitor economy businesses.	Sector-specific training (e-commerce, digital bookings), co- promotion.	Access to sector networks and marketing channels.
Connectivity	Wessex Internet (Project Gigabit)	Delivering full fibre rollout to 10,500 premises in the district.	Joint 'make the most of full fibre' sessions, co- branded campaigns.	Co-marketing and technical speaker input.
Individuals	Hampshire Libraries / Adult Learning	Local libraries with free Wi-Fi, PCs, learning rooms; adult courses available.	Community drop-ins, online safety workshops, digital basics training.	Low/no-cost accessible venues, built-in learner footfall.
Jobseekers	Jobcentre Plus (Lymington, Ringwood)	Local DWP centres referring claimants to skills support.	Referral pathway for employability-focused digital skills, local events.	Steady stream of learners needing upskilling.
Community	Citizens Advice New Forest	Trusted local advice service with multiple locations.	Co-host 'digital life admin' sessions for vulnerable residents.	Reach into excluded/vulnerable groups.
Disability inclusion	New Forest Disability Information Service	District-wide charity supporting people with disabilities.	Accessible digital sessions tailored to additional needs.	Inclusivity expertise and outreach to underserved audiences.
Community & volunteering	Community First (New Forest & Hampshire)	Infrastructure support for VCS organisations and volunteers.	Recruitment and training of Digital Champions, micro-venue access.	Volunteer pipeline, free local meeting spaces.
Wider community/youth	New Forest National Park Authority	Community events, youth engagement and volunteer networks.	Pop-up skills at public events, youth-focused digital workshops.	Event platforms and promotional channels.

Project Team Structure A senior leader with 15+ years in strategic contract delivery, stakeho lew Forest As the original architect of engagement, and performance the Digital Marketing management. Oversees project success Bootcamp and a national and represents YTKO at all external expert delivering both YTKO engagements. Has been responsible consultancy and workshops for £20m+ business and community support project, including several skills across the UK. Liz brings unrivalled insight into Bootcamps from Wave 3-5, including learner needs, evolving our successful Wave 4 and 5 delivery in employer expectations, and the Solent, Superfast Broadband industry trends, making her **Delivery throughout Devon and** integral to sustained Somerset . Dr Liz Ratcliff programme success in the New Forest Bethany plays a key role in driving effective marketing and engagement across A Solent digital industry the New Forest region veteran with broad agency and She has a strong track record of exceeding client experience. Supports content design. This role is penetration targets critical for demand across three waves of Graham Thompson stimulation, network curation and employer interface to digital skills bootcamp Snr Delivery Lead delivery and brings upensure every element of our to-date, practical delivery is aligned to real insight into what works employer demand, individual to engage businesses, support and community residents, and the traction. Also, hands-on frontwider community. Her Gillian O'Hara knowledge of the local line delivery of workshops Admin Support landscape ensures we boost sessions and 1:1 mentoring support. can optimise outreach and stimulate demand for ultrafast broadband Gillian provides personalised support, drives throughout the New progression outcomes, and liaises with employers, Forest individuals and the wider community.

Name	Role	Experience	Relevant Projects
Graham Thompson	Delivery Lead (Senior)	15+ years in stakeholder and contract management	Solent Bootcamps, CPCA, SFBB
Liz Ratcliffe	Digital Specialist	UK expert in SME digital skills, New Forest resident	Solent Bootcamps, Suffolk Growth Hub
Bethany Longman	Marketing Coordinator	Digital campaigns and outreach expertise	National YTKO programmes
Gillian O'Hara	Admin Support	CRM, logistics and reporting	Solent and Suffolk delivery
Graham Leigh	National Lead for Business Support	With over 15 years' experience managing major business support contracts, strategic assurance and scalability	National YTKO programmes, Superfast Broadband Devon and Somerset

Please see **Appendix 1 YTKO_SQ1.1 Project Team CVs**. Our flagship Outset programme, delivered in 17 UK regions, underpins our community-first methodology. Twice awarded the

Queen's Award for Enterprise, it exemplifies our ability to engage marginalised audiences and build confidence and skills.

Risk and Mitigation

Risk	Impact	Mitigation Strategy
Low digital engagement	Reduced uptake	Partner networks, targeted messaging, and tailored content
Accessibility barriers	Exclusion of rural residents	Use of local venues + hybrid delivery
Lack of long-term impact	No sustainable benefit	Train local Digital Champions, leave behind open resources

With strong local roots, national reach, and the infrastructure to deliver at scale, YTKO offers fully integrated, low-risk, high-impact delivery.

Word count - 502 words

.2 Reference Contracts 5%

Please list and describe up to 3 similar Contract(s) in terms of size and complexity that you have been appointed to or delivered within the past 3 years. Please provide Client referee contact details for each so a reference may be sought by the Council.

Please indicate the key aspects of "one" of your similar reference contracts listed above and fully describe how you approached the service provision.

Notes:

Reference contracts should NOT be any relating to New Forest District Council as it will not be scored. However, you are free to add a concise list of any prior NFDC contracts won, contact point and date as additional information only.

The Council may at its own discretion contact named referees to obtain feedback concerning the tenderers performance under the reference contracts.

Response

Relevant Contracts

1. Solent LEP / ERDF – GetSet Solent

Client Contact: Neri Ineneji, <u>Neri Ineneji@communities.gov.uk</u>, 07458 091
 051

Contract Award Date: 2020
 Contract Duration: 4 years
 Contract value: £5,774,022

Description: GetSet Solent supported 560 growth-oriented SMEs and entrepreneurs in Portsmouth, Southampton, Isle of Wight and wider Solent. The programme offered 1:1 support, workshops, digital skills development, growth planning and capital grant funding. It achieved exceptional outcomes, with 91% satisfaction and 96% rating the service as good or excellent

2. Warrington Borough Council – Tech Adoption Programme

• Client Contact: Kerry Hall, kerry.hall@warrington.gov.uk, 07581 065583

• Award Date: April 2024

Duration: 1 yearValue: £80,000

YTKO designed and delivered a programme to help Warrington SMEs adopt new technologies to boost productivity. The service included digital audits, 1:1 support, and grants of up to £5,000. SMEs introduced CRMs, cloud tools, and automation to modernise operations. The initiative boosted resilience across logistics, manufacturing, and service sectors, driving measurable outcomes on cost savings and business growth.

3. Solent Partners – Skills Bootcamps (Digital Marketing, Business Development, Creative Gaming)

- **Client Contact:** Jodi Fair, Growth Manager, 07540 656325, solentgrowthpartnership.co.uk
- Award Dates & Duration:
 - o Wave 4: Nov 2023 Mar 2024 | £300,000 for Digital Marketing
 - o Wave 5: Apr 2024 Mar 2025 | £410,000 for Digital Marketing
 - o Wave 6: Jun 2025 Mar 2026 | £600,000 for Digital Marketing + £270,000 for new provision

We provide example case studies from these contracts as **Appendix 3 YTKO_SQ1.2 Case Study examples.**

Detailed Approach: Solent Skills Bootcamps

YTKO's delivery of Solent Bootcamps demonstrates a proven model of needs-led, employer-responsive skills training. We began with direct consultation with local SMEs and labour

market insight to identify gaps, then co-created Bootcamps tailored to regional economic priorities.

We employ subject-matter experts in each field we deliver. For example, our curriculum creator for Digital Marketing is a Fellow of the Chartered Institute of Marketing, with experience leading national campaigns, scaling and exiting her own business, and over a decade of insight into the Solent business landscape. Our two lead trainers have supported 300+ learners, having worked across e-commerce, creative, and B2B sectors. Both bring first-hand experience of running businesses and supporting learners at all stages.

Since Wave 4, we have supported 196 learners—137 self-employed, 30 employed, 29 unemployed—many from the New Forest. Our curriculum combines workshops, applied employer-led projects, and peer-to-peer learning. Support is tailored: unemployed learners access employability help and job fairs; underemployed gain in-role upskilling; self-employed receive business growth support.

We work with trusted partners like the New Forest Business Partnership, Isle of Wight College, and Startup Disruptors to reach underrepresented groups. 84% of learners in 2024 progressed into employment or advanced roles within three months. Our CRM system tracks outcomes, and we evaluate collaboratively with commissioners—ensuring continuous improvement and impact.

YTKO is not just aware of regional digital skills provision—we are responsible for delivering it. This makes us uniquely placed to integrate, not duplicate, digital support in the New Forest.

Word count – 492 words

SQ2 - Methodology & Project Management Element – 50%

SQ2.1 Methodology 35%

Your proposed and specific methodology for undertaking all aspects of the requirement set out in the outcome specification (Appendix B). Please include details of how you would mobilise, establish and manage the contract including any innovative approaches included in your proposal. Detail related to your understanding of the New Forest from a broadband connectivity and infrastructure delivery perspective and an understanding of the current digital skills landscape is important, as is how you will adapt your delivery approach to ensure maximum benefits are achieved with the funding available having reflected on this.

Response

YTKO will deliver the New Forest Business and Community Digital Skills Initiative using a proven, inclusive and impact-driven methodology. Our approach reflects the specific needs of the wider New Forest district—including both the National Park and key towns such as Totton, Ringwood, New Milton, Hythe and Fordingbridge—and is designed to ensure gigabit broadband infrastructure

translates into real-world benefits.

Proposed and Specific Methodology

Our methodology is built around inclusivity, accessibility, and long-term value for both individuals and businesses across the wider New Forest District. We recognise the importance of engaging not only the rural communities within the New Forest National Park, but also the larger towns and villages such as Totton, Ringwood, Hythe, New Milton and Fordingbridge, ensuring equal access to support across the entire district.

Our approach is aligned to the 'art of the possible' — helping people understand and embrace what enhanced broadband enables for their lives or businesses. Our programme is designed to reach a diverse mix of users — from digitally excluded residents and older adults, to time-poor microbusinesses looking to modernise.

Our delivery strategy is built around three strands:

- 1. **Outreach & Community Engagement** Hosting practical digital sessions in local venues residents already trust, such as parish halls, libraries, coworking spaces, warm hubs and community centres. These activities will rotate across the wider New Forest district, targeting areas that have newly gained gigabit fibre coverage through Project Gigabit.
- 2. **Partnership Working** Leveraging trusted relationships with the New Forest Business Partnership (NFBP), Wessex Internet, local libraries and community groups, we will work in collaboration with NFDC communications and local stakeholders to maximise reach and impact. Two-way referral pathways will be set up and embedded across partner channels.
- 3. **Direct Marketing** Running inclusive, localised campaigns using paid and organic media. Facebook and LinkedIn targeting will focus on areas recently upgraded with broadband, alongside posters, flyers and blog content. We'll share authentic New Forest case studies as success stories to inspire others.

Project Mobilisation

Within two weeks of contract award, we will:

- 1. Hold an inception meeting with NFDC and Wessex Internet to coordinate launch
- 2. Confirm venue bookings and delivery schedule across target parishes and towns
- 3. Develop and distribute marketing materials across stakeholder networks
- 4. Launch the first phase of the Resource Hub (initial guides and videos)
- 5. Begin recruitment of Digital Champions through libraries and community centres

Delivery Activities

Our blended delivery model will include:

Activity	Volume & Format	Purpose
Community Digital Workshops	12 in-person sessions across rotating parishes	Increase confidence in online tools, services, and communication
Business Lunch & Learn Sessions	6 workshops in coworking/business venues	Support SMEs in adopting digital tools such as CRM, cloud, marketing
Pop-up Help Desks	8 informal events in libraries and warm spaces	Provide low-barrier support to residents
1:1 Business Digital Clinics	30 tailored 45-minute support appointments	Address specific barriers to digital adoption
Online Resource Hub	12 blogs, 6 downloadable guides, 6 recorded videos	Extend learning and accessibility beyond live sessions
Digital Marketing & Print	Flyers, social ads, community PR	Promote the offer across the district
Evaluation & Reporting	Light-touch CRM and surveys, 5+ case studies	Ensure full tracking of outcomes and learning

Our Innovative Approaches

- **Digital Champions Model**: Recruiting and training 5–10 local volunteers to continue offering peer support after the project ends. This builds legacy capacity in the New Forest.
- **Toolkit-Based Delivery**: All workshops are packaged into a downloadable "Workshop Toolkit" so other venues and parishes can replicate training independently.
- Micro-Targeting with Broadband Rollout: Our delivery will be mapped directly against
 Wessex Internet rollout areas to ensure newly connected households and businesses
 benefit immediately.

Planned Engagement and Outcomes

We expect to engage a minimum of **500 participants**: 120 through community workshops, 60 business workshop attendees, and over 500 via our online content. Impact will be tracked through our CRM system (Daylite), capturing attendance, demographics, confidence gains, technology uptake and referral outcomes.

The following table outlines the outcomes we will deliver:

Category	Outcome Description	Target Volume
Resident & Community	Residents gaining digital confidence and new skills	Min of 104
	Use of broadband-enabled tools (e.g. NHS apps, Zoom)	Min of 99
	Improved access to services (banking, council, healthcare)	Min of 76
	Increased ability to connect with family and friends	Min of 99
	Reduction in social isolation	Min of 78
	Online resource hub users	Min of 305
Business	1:1 digital support delivered	Min of 36
	SMEs attending practical workshops	Min of 62
	New tech/processes adopted by SMEs	Min of 26
	Customer experience or efficiency improved	Min of 26
	Businesses accessing ongoing resources	Min of 208

Contract Management

Our Senior Delivery Lead will oversee weekly team meetings, monitor delivery through our CRM and provide monthly highlight reports to NFDC. These will include attendance, marketing reach, referrals, and risks. Feedback forms, pre/post assessments, and case study capture will support continuous improvement.

Formal quarterly review meetings with NFDC will assess KPIs, budget, feedback, and legacy planning. All programme assets will follow YTKO's internal quality standards and environmental commitments (paper-light, low-travel, digital-first).

Delivery Adaptation and Legacy

Drawing on eight years of experience in the New Forest, we have carefully adapted our approach to reflect local needs and available resources, ensuring maximum impact for individuals, businesses, and the wider community. Our legacy is focused on sustaining digital engagement after the contract ends. We will leave:

- A Workshop Toolkit of slide decks, session plans and handouts that NFDC, libraries and community groups can reuse
- A Digital Resource Hub hosted online by NFDC or a local partner
- 5–10 trained Digital Champions who can continue peer support across hubs, warm spaces and libraries

- A referral framework that links residents and businesses to trusted ongoing support (e.g. Learn My Way, Barclays Digital Eagles, Growth Hub)
- A final impact report with outcomes, visuals, and stories that NFDC can share with funders and partners

New Forest Broadband & Digital Landscape

Project Gigabit has brought transformative broadband infrastructure to the wider New Forest, but adoption remains uneven. Many residents—particularly older people and those in rural parishes—lack the skills or confidence to take advantage of it. Meanwhile, micro and lifestyle businesses often struggle with time, awareness, or access to modern digital tools.

We have a deep understanding of the New Forest's digital infrastructure challenges and opportunities:

Area	Status
Rural Connectivity	Historically weak; many areas <30 Mbps until 2023
Project Gigabit Rollout	Wessex Internet delivering full-fibre to 10,500 properties
Priority Rollout Areas	Martin, Brockenhurst, Sway, Whitsbury, Hale, Lyndhurst
Ongoing Barriers	Awareness, adoption, and digital confidence remain low
SME Needs	Microbusinesses lag in CRM, online visibility, cloud tools

We

understand these challenges from our delivery of Digital Skills Bootcamps in Solent and local support services. This programme bridges the gap between connectivity and capability. We bring the benefits of gigabit broadband to life—helping residents access vital services, stay connected, and improve wellbeing, while helping SMEs boost productivity and reach.

How Our Approach Maximises Benefits

Strategy	Benefit
Focus on Newly Connected Areas	Ensures support is delivered where broadband infrastructure is ready
Blended In-Person & Online Delivery	Supports diverse needs—from digital beginners to SME adopters
Partner-Led Delivery	Leverages trusted local networks and venues, reducing costs
Open-Access Digital Hub	Extends reach and allows for self-paced learning
Evaluation Embedded Throughout	Enables real-time tracking and course correction

We've

designed this project to make every pound work harder—focusing on long-term adoption, behaviour change, and legacy.

952 words

SQ2.2	Project Management	15%

Please set out your approach to Project Management to deliver a quality assured outcome. Provide a Project Plan covering all activities, tasks, resources, etc. from award of contract through to delivery of the solution proposed in the specification.

The Project Plan should clearly illustrate how your methodology will deliver the proposed solution required by the Councils specification.

The Project Plan can be a separate attachment however, a written narrative explaining your approach and the benefits it delivers should be included below.

Note: Please cross reference any attachment and clearly label your attachment << Company Name_SQ2.3 Project Management>>

Response

YTKO's project management approach ensures a robust, quality-assured delivery of the New Forest Business and Community Digital Skills Initiative. Our framework combines experienced leadership, digital infrastructure, and lean delivery methods to optimise resources, maximise impact, and provide legacy value. We will work closely with NFDC to align our delivery with UK Shared Prosperity Fund (UKSPF) priorities and complement existing Council-led initiatives such as business support, cost-of-living services, and workforce development.

Our delivery will follow four structured phases: Mobilisation, Engagement, Delivery, and Close Down. Senior Delivery Lead Graham Thompson will oversee all activity, supported by our experienced team—Liz Ratcliffe (Delivery), Bethany Longman (Marketing), and Gillian O'Hara (Coordination)—who have a strong track record of delivering successful outcomes across the Solent, New Forest and Suffolk.

A detailed Gantt-style project plan (attached as **Appendix 3 YTKO_SQ2.2 Project Management**) outlines all activities, resources and milestones from contract award through to final evaluation. Weekly team meetings and monthly highlight reports will ensure ongoing performance monitoring. Quarterly review meetings with NFDC will support collaborative learning, problem-solving and continuous improvement.

All delivery will be tracked through our secure, cloud-based CRM system (Daylite), providing real-time monitoring of registrations, attendance, outcomes and referrals. YTKO is fully **GDPR compliant**—we apply data minimisation principles, secure storage, and clear consent processes. Our privacy policy is reviewed annually, and all staff are trained on data protection.

Key Strengths of Our Approach Include:

- **Lean, Place-Based Delivery:** Activities concentrated in broadband-enabled areas; supported by online content to extend access and legacy.
- **Defined Roles and Agile Oversight:** Every task has a named lead; weekly reviews allow for real-time adjustments.
- Integrated Communications: Marketing aligned with NFDC channels; promoted through local Facebook groups, LinkedIn, parish councils, Warm Spaces, and community newsletters.

- **Outcome-Driven Management:** Feedback captured after every session; performance reviewed weekly to ensure targets are met or exceeded.
- **Local Insight:** Our team includes a New Forest resident, and all delivery will be in familiar community settings to build trust and boost attendance.

Extending Impact Beyond March 2026:

To enhance and sustain the benefits of this project, YTKO will contribute and coordinate additional in-kind support and follow-on provision via active funding streams and internal resources:

- Senior oversight from our National Business Support Lead (Graham Leigh), valued at £4,638
- Access to YTKO's GrowSmart Business Growth Platform for 36 businesses (retail value: £5,184)
- Seamless referral into YTKO's funded Wave 6 Skills Bootcamps
- Ongoing access to free business support via Solent Growth Hub
- Participation of New Forest SMEs in YTKO's national digital skills campaigns
- Development of a Digital Resource Toolkit and train-the-trainer model to be retained locally
- Ongoing peer-led support from trained Digital Champions
- Free listing on the YTKO SME Marketplace for 15 businesses (worth £1,500)

Total YTKO match leverage: £11,322

This approach ensures every element of the programme is scalable, sustainable and value-driven—delivering long-term benefit to the wider New Forest economy and community.

Word count -473 words

SQ3 – Climate & Nature Emergency – 10%		
SQ3.1	Environmental Impact of your proposal	10%

On 6 October 2021 NFDC declared a climate change and nature emergency for the district at our meeting of full Council. The announcement builds on our environmental and sustainability actions to further focus on outcomes that will provide positive benefits to the world-wide climate change agenda.

See NFDC Website:

https://newforest.gov.uk/article/3112/Climate-change

Tenderers are to set out below how their proposals would bring benefits to the Climate Change and Nature Emergency and specifically what innovations and improvements will be delivered from the start of contract and step changes to be delivered throughout the contract life cycle under the impact headings of;

Nature

- Health
- Economic
- Social

Please specify how your organisation plans to measure climate & nature emergency mitigations along with targets you would deliver through the contract life cycle.

Response

Supporting NFDC's Climate and Nature Emergency: YTKO's Unique Contribution

YTKO is fully aligned with NFDC's Climate and Nature Emergency declaration. Environmental sustainability is not an afterthought in our delivery—it is integral to our operations, our advice to SMEs, and our digital inclusion philosophy. We recognise that this initiative is not only about helping people access gigabit broadband, but about ensuring that this access enables smarter, greener behaviours that benefit the environment, health, the economy, and local communities.

This programme presents a rare and timely opportunity to embed low-carbon behaviours into the digital transformation journey of both residents and businesses across the wider New Forest District.

Immediate Actions and Innovations by Impact Area

Impact Area	From Day One – What We Will Deliver
Nature	 Digital-first delivery minimising travel and printed materials Use of local venues to reduce transport emissions Signposting to green digital tools such as recycling apps, EV charging maps and biodiversity platforms Inclusion of nature-positive behaviours in digital skills content (e.g. how to access green volunteering opportunities online)
Health	 Supporting access to NHS online services, GP appointment apps, mental health and wellbeing platforms Sessions delivered in Warm Spaces and near Community Fridges to support wider health equity Helping residents manage conditions remotely—reducing pressure on health services and unnecessary travel
Economic	 Helping SMEs transition to digital-first tools that reduce their carbon footprint (e.g. e-invoicing, cloud collaboration, virtual meetings) Encouraging sustainability as a competitive advantage (e.g. using Net Zero messaging in marketing) Highlighting low-carbon cost-saving tools to improve productivity and efficiency
Social	 Reducing social isolation by connecting residents online with family, services and communities Hosting sessions within walking or cycling distance to encourage active travel Training and empowering local Digital Champions to offer long-term peer support and embed climate-positive behaviours beyond the contract

Step Changes Over the Contract Lifecycle

Our commitment to sustainability will deepen across the lifecycle of the project:

- Autumn 2025: All workshops (resident and business) will include a tailored Low-Carbon Digital Toolkit—highlighting practical tools like Zoom, cloud storage, secure e-filing, and paperless finance software.
- Winter 2025: We will publish case studies showcasing local SMEs and residents who've made greener digital choices—such as replacing van travel with video consults or switching to paperless billing.
- Spring 2026: Our final report to NFDC will include quantitative estimates of emissions avoided, examples of behaviour change, and a legacy roadmap for embedding low-carbon digital support in future council programmes.

Our Organisational Commitment to Net Zero

YTKO has embedded resource efficiency in business support since 2010. We've delivered:

- IYRE Increasing Your Resource Efficiency Urban Enterprise contracts
- Planet Mark Start supporting 700+ SMEs to track and reduce emissions
- Compare Your Footprint, PECT, Green Mingle Network, Green Element
- Bristol's One City Plan and the West of England Retrofit Accelerator

In 2024, we were awarded a 3-year contract to lead Bristol City Council's Net Zero SME support—further validating our expertise.

We specialise in supporting microbusinesses and sole traders to make practical low-carbon decisions, even if they do not own premises or transport fleets. Examples include:

- Replacing print with digital documents
- Using cloud collaboration tools to cut travel
- Switching to online payments and digital receipts
- Promoting green credentials in marketing and procurement

Carbon Footprint & Decarbonisation Strategy

YTKO is on track to reach **carbon neutrality by 2027**. We estimate our organisational Scope 1 & 2 emissions at around **24 tCO₂e per year**, primarily from:

- Staff travel
- Office energy
- Cloud systems usage
- Printed resources (minimal due to our digital-first approach)

Our decarbonisation strategy includes:

a. Operational Changes

- Regionalised delivery to minimise unnecessary travel
- Hybrid working, LED lighting, energy monitoring
- Paper-light policy and digital-first contracts

b. Supply Chain Standards

- Preference for local and ISO14001-certified venues and suppliers
- Ethical procurement policies across all service contracts

c. Cultural Engagement

- Annual sustainability pledges from staff
- Tracking environmental metrics per contract
- Sustainability integrated into CRM, delivery models and reporting

All partners involved in delivery must meet our Environmental and Social Standards as part of our procurement framework.

Measuring & Reporting Environmental Outcomes

We will use our cloud-based CRM (Daylite) to record and report outcomes aligned to NFDC's Climate and Nature Emergency priorities. Our suggested performance indicators and targets include:

Impact Area	Target	Measurement Method
Carbon savings from travel	50%+ of delivery hours completed online or within 10 miles of staff homes	Session logs, postcode analysis
Reduction in print	80% of materials accessed digitally	Download tracking and print audit log
Low-carbon business	30+ SMEs adopt at least one	Follow-up survey via
practices	sustainability measure	CRM
Green digital	100+ residents introduced to tools like	Workshop feedback,
adoption (residents)	NHS App or recycling platforms	CRM notes
Sustainable venues	90% of sessions delivered in local	Booking records,
	Wessex broadband-enabled spaces	emissions estimates

Progress will be reviewed quarterly with NFDC and reported in a visual infographic-style impact summary.

Extending the Impact – A Green Digital Legacy

We see this programme not as a standalone project, but as a chance to deliver **long-lasting environmental and social value**. We will:

Provide a free, open-access Low Carbon Digital Toolkit

- Equip local Digital Champions to embed and sustain low-carbon learning
- Contribute insights and case studies to NFDC's ongoing climate communications
- Signpost businesses into Net Zero support via the Growth Hub and Bootcamp pathways

We don't just advise on sustainability—we live it. With a track record of innovation, delivery, and environmental leadership, YTKO is uniquely positioned to deliver a digital inclusion programme that supports NFDC's climate, nature and resilience goals from day one through to legacy.

Word count –919 words

SQ4 - Additional Information – (Not Scored)

SQ4.1

Conflicts of interest

Do you consider that there could be any potential conflicts of interest in undertaking this work? How will they be managed?

Response

YTKO does not consider there to be any actual or potential conflicts of interest in undertaking this work. We have no financial interests, partnerships, or advisory roles that would compromise our objectivity, independence, or ability to deliver this contract in line with NFDC's goals and standards.

Our experience in delivering publicly funded business and community support contracts over the past two decades has embedded a strong organisational culture of transparency, integrity, and due diligence. We maintain a clear separation between project delivery and our wider operations, with all staff operating under contract-specific governance protocols.

To manage any potential conflicts that may arise during the life of the contract, we follow a robust internal process:

- All delivery staff and contractors are required to complete a declaration of interest at the start of each new contract.
- Any perceived conflicts—such as personal relationships or prior business dealings are disclosed to the project lead and reviewed by senior management.
- We maintain strict data protection, confidentiality, and impartiality policies, with training provided to all delivery staff.
- Where appropriate, we implement firewalls between projects, such as separating delivery teams by geography or client type.

Should any unexpected conflicts arise, we would notify NFDC immediately and agree a resolution plan in line with the Council's expectations.

We are committed to ensuring that this contract is delivered fairly, transparently and without any compromise to the public interest.

Word count –230 words

SQ4.2 Terms and conditions

1

Do you accept the terms and conditions set out in Appendix A of the tender?

Response

Yes - we accept the terms and conditions set out in Appendix A of the tender. Word count – Max 250 words

Background and Context

New Forest District Council (NFDC) are carrying out this procurement exercise to identify, select and award business to a single supplier, or partnership who satisfies the Councils selection criteria and have submitted compliant bids under this quotation exercise.

Project Gigabit is providing a step change in broadband infrastructure across the New Forest District. Building Digital UK (BDUK) awarded a £14m contract to provide gigabit capable broadband to over 10,500 hard-to-reach premises in the New Forest to Wessex Internet in 2023. As a result of the project the first premises went live at the end of 2023/start of 2024 and since then delivery has continued across areas of the New Forest.

For residents communities and businesses that will benefit from this investment there are many positive outcomes that can be accessed through the ability to take up an ultrafast broadband service. To ensure that these outcomes can be maximised it is important to provide residents, communities and businesses with the tools/skills to take advantage of such a significant socioeconomic game changer.

The Council's budget for this initiative is £35,000 (exclusive of VAT). The quoting supplier/partnership 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 and partnerships 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

The New Forest Business and Community Digital Skills Initiative aims to provide a blend of education and skills that will support businesses, residents and communities that have received an uplift in the quality of their digital connectivity.

The suitable supplier/partnership will need to be flexible in its approach to skills provision ensuring it can show the art of the possible with ultrafast broadband across the full socioeconomic spectrum of potential outputs and outcomes. This must be imparted in such a way that businesses, communities and residents understand the benefits and are able to put them in to practice driving take up of services and by proxy realising the wider benefits of access to ultrafast broadband. The suitable supplier/partnership must also be reactive in its approach providing opportunities for businesses and communities to shape their learning requirements, thus ensuring a need led education and skills programme.

As part of the tender process NFDC would like to understand the number of businesses and individuals you expect to engage with over the length of the project. In addition, NFDC would like to see a range of outcomes that the supplier/partnership expect to deliver as a result of the programme broken down into two themes; business outcomes and resident and community outcomes.

Business outcomes (examples set out below include but are not limited to): -

- Enhanced productivity
- Better customer experience
- Scalability and flexibility
- Adoption of new technology or processes
- Efficiency savings

Resident and community outcomes (examples set out below include but are not limited to): -

- Digital inclusion
- New skills directly linked to access to enhanced broadband services
- Improved access to services e.g. online banking, government/local government services
- Increased ability to connect with family and friends
- Reduced isolation

Whilst NFDC want a focus on areas that have recently benefited from investment in broadband infrastructure the Business and Community Digital Skills Initiative aims to be inclusive. Therefore, as part of the submission consideration should be given to providing support across the wider New Forest District as well.

NFDC recognises the limitations of the budget to undertake this work, so as part of the proposal from the supplier/partnership it is important highlight wider knowledge of local, regional and national digital skills provision with the ability to signpost once support has been provided.

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

- Develop and deliver a digital skills programme for residents, communities and businesses that will achieve a wide range of positive socioeconomic outcomes similar to the ones set out above.
- Work in partnership with a range of partners/stakeholders to target 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 March 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 community or
 business network or a library of digital skills literature that is accessible
 once the programme has concluded).

 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 digital skills that has a tangible benefit for residents, communities and businesses in primarily rural areas that have recently been provided with access to ultrafast broadband services. As part of the tender, examples of how a supplier/partnership has facilitated positive outcomes in comparable locations is essential to provide confidence to NFDC that a supplier/partnership can deliver.

To provide further weight to the tender case studies showing the outcomes of skills interventions delivered from a socioeconomic perspective are also required.

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.

1

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 / scoring. With this in mind, it is envisaged that the list of KPI's initially set at the commencement of the contract may require reviewingn 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: -

- 1. Number of businesses engaged with culminating in the delivery of a range of positive outcomes as set out in section two of the specification e.g.
 - Adoption of new technology or processes
 - Efficiency savings
- 2. Number of residents/people engaged with culminating in the delivery of a range of positive outcomes as set out in section two of the specification e.g.
 - New skills directly linked to access to enhanced broadband services
 - Improved access to services e.g. online banking, government/local government services
- 3. Creation of a legacy for the programme.
- 4. Creation of a number of case studies highlighting the success of the programme.

5 Impl	ementation Programme
--------	----------------------

Set out below are the indicative timescales for the key milestones up to project completion.

Bid closing date	01.08.25
Appointment	TBC
Inception Meeting	TBC
Project Mobilisation	11.08.25
Delivery	TBC
Project Completion	March 2026
Project Evaluation	By one month after project completion

6 Contact Details

This electronic tender is administered through the Councils e-Tendering tool, ProContract hosted via the South East Business Portal (SEBP).

Clarification Questions regarding this tender must be raised via the Message feature of ProContract.

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/Metric/Metric Value Table

Output	Metric	Metric Value	
Number of businesses receiving non-financial support	Number of businesses	60	
Number of people supported to access basic skills courses	Number of people	120	
Outcome	Metric	Metric Value	
Number of businesses adopting new to the firm technologies or processes	Number of businesses	26	

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"

means all applicable law relating to the Processing, privacy and/or use of Personal Data, as applicable to either party or the Services, including:

- (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
- 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:

- (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.
- 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:

The categories of Data Subjects will include individuals or businesses that enquire or participate in the scheme. Enquiries to the scheme will be recorded but they may subsequently not participate in the scheme (for businesses reasons or because the business is not eligible for the scheme).

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.

Digital Skills Initiative_Contract T&Cs_v1.00

Final Audit Report 2025-09-17

Created: 2025-09-11

By: Dean Irving (Dean.Irving@NFDC.GOV.UK)

Status: Signed

Transaction ID: CBJCHBCAABAArs0ZimYIWF6eSHbGUtapu-sB1qaYPPSC

"Digital Skills Initiative_Contract T&Cs_v1.00" History

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

2025-09-11 - 10:09:56 GMT- IP address: 165.225.81.73

Document emailed to Lee Hughes (lee@ytko.com) for signature 2025-09-11 - 10:12:17 GMT

Email viewed by Lee Hughes (lee@ytko.com) 2025-09-11 - 13:24:52 GMT- IP address: 172.226.0.27

Document e-signed by Lee Hughes (lee@ytko.com)

Signature Date: 2025-09-11 - 16:26:59 GMT - Time Source: server- IP address: 81.159.248.191

Document emailed to jeannie.satchell@nfdc.gov.uk for signature 2025-09-11 - 16:27:01 GMT

Email viewed by jeannie.satchell@nfdc.gov.uk 2025-09-17 - 10:42:31 GMT- IP address: 104.47.85.62

Signer jeannie.satchell@nfdc.gov.uk entered name at signing as Jeannie Satchell 2025-09-17 - 10:43:15 GMT- IP address: 147.161.144.111

Document e-signed by Jeannie Satchell (jeannie.satchell@nfdc.gov.uk)

Signature Date: 2025-09-17 - 10:43:17 GMT - Time Source: server- IP address: 147.161.144.111

Agreement completed.

2025-09-17 - 10:43:17 GMT