

DATED

FRAMEWORK AGREEMENT FOR THE PROVISION OF FOOD WASTE SERVICES

between

STAFFORDSHIRE COUNTY COUNCIL

and

HEMSWELL BIOGAS LIMITED

Lots 1a, 1c, 3c, 8c, 9a & 9c



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This agreement is dated

2025

Parties

- (1) **STAFFORDSHIRE COUNTY COUNCIL** whose principal place of business is at Staffordshire Place No 2, Tipping Street, Stafford, ST16 2DH (**Authority**)
- (2) **HEMSWELL BIOGAS LIMITED** incorporated and registered in England and Wales with company number 08935699 whose registered office is at Control Tower, Hemswell Cliff Industrial Estate, Gainsborough. DN21 5TU (**Supplier**)

BACKGROUND

- (A) The Authority placed a Tender Notice 2025/S 000-029672 on 7th April 2025 on the UK central digital platform seeking expressions of interest from potential service providers for the provision of Services (divided into Lots) to itself and the Other Contracting Bodies identified in the Tender Notice under a framework agreement.
- (B) The Authority invited potential service providers (including the Supplier) on 7th April 2025 to tender for the provision of the Services.
- (C) On the basis of the Supplier's Tender, the Authority selected the Supplier to enter a framework agreement to provide the Services to the Authority/those Customers who place Orders for Lots in accordance with this Framework Agreement.
- (D) This Framework Agreement sets out the procedure for ordering Services, the main terms and conditions for the provision of the Services and the obligations of the Supplier under this Framework Agreement.
- (E) It is the Parties' intention that the Customer(s) have no obligation to place Orders with the Supplier under this Framework Agreement or at all.

Agreed terms

1. Definitions and interpretation

- 1.1 The definitions and rules of interpretation in this clause apply in this Framework Agreement.

Access Agreement: means the agreement that any Customer shall be required to enter into with the Authority prior to using this Framework Agreement or placing any Order with a Supplier pursuant to this Framework Agreement.

Applicable Law: means the laws of England and any other laws, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, regulation, order, regulatory policy, mandatory guidance or code of practice, judgement of a relevant court of law, or directives or requirements

which apply to the provision of the Services or with which the Supplier is bound to comply;

Approval: means the prior written approval of the Authority.

Audit: means an audit carried out pursuant to clause 10.

Auditor: means the Authority's internal and external auditors, including the Authority's statutory or regulatory auditors, the Comptroller and Auditor General, their staff or any appointed representatives of the National Audit Office, HM Treasury or the Cabinet Office, any party formally appointed by the Authority to carry out audit or similar review functions and the successors or assigns of any Auditor.

Authorised Representative: means the persons respectively designated as such by the Authority and the Supplier and as notified in writing to each other from time to time.

Authority Data: means any data, text, drawings, images or sounds (together with any database made up of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are:

supplied to the Supplier on behalf of the Authority;

which the Supplier is required to generate, process, store or transmit pursuant to this Framework Agreement; or

any Personal Data or Special Category Data for which the Authority is Controller under the Data Protection Legislation;

Award Criteria: means the Standard Services Award Criteria and/or the Competed Services Award Criteria as the context requires.

Best Value: means the Authority's duty to secure continuous improvement, as defined in Section 3 of the Local Government Act 1999 Act.

Call-off Terms and Conditions: means the terms and conditions in Schedule 5.

Change of Control: means a change of control within the meaning of section 1124 of the Corporation Tax Act 2010.

Commencement Date: means 1st April 2026.

Complaint: means any formal complaint raised by any Customer(s) in relation to the Supplier's performance under the Framework Agreement or under any Contract in accordance with clause 20.

Confidential Information: means any information of either Party, however it is conveyed, that relates to the business, assets, affairs, developments, trade secrets, operations, processes, product information, know-how, designs or software, personnel and customers, clients, suppliers of the Parties, including Personal Data, Intellectual Property Rights, together with all information derived from the above, any information developed by the Parties in the course of carrying out this agreement, the terms of this Framework Agreement and any other information clearly designated as being confidential (whether or not it is

marked as "confidential") or which ought reasonably to be considered to be confidential.

Conflict of Interest: means a conflict between the personal, professional or financial interests of the Supplier or the Supplier Personnel and the duties owed to the Authority under this Framework Agreement, in the reasonable opinion of the Authority;

Contract: means a legally binding agreement (made pursuant to the provisions of this Framework Agreement) for the provision of Services made between a Customer and the Supplier comprising an Order Form, its appendices, and the Call-off Terms and Conditions (as may be amended pursuant to clause 4.3).

Controller: as defined in the Data Protection Legislation.

Customer: means the Authority and any other contracting authority (as defined in Section 2 2 of the Procurement Act 2023) and as detailed and described in the Tender Notice.

Default: means any breach of the obligations of the relevant Party under a Contract (including fundamental breach or breach of a fundamental term or material breach as defined in clause 46.2 of the Call-off Terms and Conditions) or any other default, act, omission, negligence or negligent statement of the relevant Party or their staff in connection with or in relation to the subject matter of the Contract and in respect of which such Party is liable to the other.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (*SI 2003/2426*) as amended, and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.

Data Subject: shall have the same meaning as set out in the Data Protection Legislation.

Domestic Law: the law of the United Kingdom or a part of the United Kingdom.

End Date: means the date on which this Framework Agreement comes to an end, being **31st March 2030** whether by expiry or earlier termination in accordance with the terms of this Framework Agreement.

Environmental Information Regulations: mean the Environmental Information Regulations 2004 (*SI 2004/3391*) (EIRs) together with any guidance and codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

FOIA: means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

Food Waste: means biodegradable kitchen and canteen waste, EWC Code 20 01 08, collected at kerbside, and includes any liquors or leachate created during the collection / storage of the waste whilst on route to the Treatment Facility;

Framework Agreement: means this agreement and all Schedules to this agreement as varied from time to time.

Framework Agreement Variation Procedure: means the procedure set out in Schedule 7.

Framework Providers: means the Supplier and other suppliers appointed as framework providers under this Framework Agreement.

Framework Year: means any 12-month period starting on the Commencement Date and on each anniversary of the Commencement Date.

GHG emissions: means emissions of the greenhouse gases listed at Annex A of the 1998 Kyoto Protocol to the United Nations Framework Convention on Climate Change, as may be amended from time to time including carbon dioxide (CO₂), methane (CH₄), nitrous oxide (N₂O), nitrogen trifluoride (NF₃), hydrofluorocarbons, perfluorocarbons, and sulphur hexafluoride (SF₆), each expressed as a total in units of carbon dioxide equivalent.

Good Industry Practice: using the standards, practices, methods and procedures conforming to the Law and exercising that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances.;

Guidance: means any guidance issued or updated by the UK government from time to time in relation to the Procurement Act 2023 or any associated Law.

Holding Company: shall have the meaning ascribed by section 1159 of the Companies Act 2006 or any statutory re-enactment or amendment thereto.

Information: has the meaning given under section 84 of the FOIA.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Law: the laws of England and any other laws or regulations, regulatory policies, guidelines or industry codes which apply to the provision of the Services or with which the Supplier is bound to comply.

Lots: means the Services divided into lots as referred to in the Tender Notice and set out in Part 2.

Management Information: means the management information to be provided by the Supplier to the Authority as specified in Schedule 6.

Month: means a calendar month.

Order: means an order for Services sent by any Customer to the Supplier in accordance with the award procedures in clause 4.

Order Form: means a document setting out details of an Order in the form set out in Schedule 4 or as otherwise agreed in accordance with clause 4.4.

Other Contracting Bodies: means all Customers except the Authority.

Parent Company: means any company which is the ultimate Holding Company of the Supplier, and which is either responsible directly or indirectly for the business activities of the Supplier or which is engaged in the same or similar business to the Supplier.

Party: means the Authority and/or the Supplier.

Personal Data: shall have the same meaning as set out in the Data Protection Legislation.

Prescribed Person: means a legal adviser, an MP, or an appropriate body which a whistle-blower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', available online at:

<https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies>, as updated from time to time;

Processor: as defined in the Data Protection Legislation.

Pricing Matrices: means the pricing matrices set out in Schedule 3.

Prohibited Plastic Items: means the single-use plastic items listed in Schedule 1 Part 1 (if any).

Prohibited Act: the following constitute Prohibited Acts:

- (a) offering, promising or agreeing to give to any servant of the Council any gift or consideration of any kind as an inducement or reward:
- (i) for doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Agreement or any other agreement with the Council; or
- (ii) for showing favour or disfavour to any person in relation to this Agreement or any other agreement with the Council;
- (b) committing any offence:
- (i) under the Bribery Act and or the UK Data Protection Legislation; or

- (ii) under legislation creating offences in respect of fraudulent acts; or
- (iii) at common law in respect of fraudulent acts in relation to this Agreement or any other agreement with the Council; or
- (iv) defrauding or attempting to defraud or conspiring to defraud the Council; or
- (v) under the Counter-Terrorism and Security Act 2015; or
- (vi) under the Modern Slavery Act 2015;
- (c) any action that may reasonably be considered to be to the detriment of the Council and or its service user's welfare, either by positive action or by omission. Such action shall include but is not limited to; breach of the law, health and safety, behaviours regarded as inappropriate towards the service user, safeguarding concerns, any kind of abuse, sexual allegations and or misconduct; financial malpractice, business continuity failure or matters that could be construed as not good business practice.

Regulatory Bodies: means those government departments and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Framework Agreement or any other affairs of the Authority.

Relevant Requirements: all Applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010.

Requests for Information: means a request for information or an apparent request under the FOIA or the Environmental Information Regulations.

SCC WCAs: shall mean any or all of the following district and borough councils: Cannock Chase District Council; East Staffordshire Borough Council; Lichfield District Council; South Staffordshire Council; Stafford Borough Council; Staffordshire Moorlands District Council and Tamworth Borough Council designated as Waste Collection Authorities for the purposes of Section 30(3) of the EPA 1990 that SCC may direct, in its capacity as WDA to use the Services.

Security Policies: means those policies of the Authority that relate to the security of information whether or not Confidential Information, Authority Data and/or Personal Data and general security of information communication and technology systems as set out in Schedule 9.;

Services: means the services detailed in **Schedule 1**.

Specification: means the specification for the Services which is detailed in Schedule 1 Part 1.

Standard Services: means the standard services referred to in Schedule 1 which can be the subject to a direct award in accordance with the Standard Services Award Criteria

Standard Services Award Criteria: means the award criteria to be applied for the award of Contracts for Standard Services [as set out in Schedule 2].

Subcontract: any contract between the Supplier and a third party pursuant to which the Supplier agrees to source the provision of any of the Services from that third party.

Subcontractor: the contractors or service providers that enter into a Subcontract with the Supplier or to which the Supplier otherwise subcontracts the Services.

Supplier's Lots: means the lots to which the Supplier has been appointed under this Framework Agreement as set out in **Schedule 1**.

Supplier Personnel: means all persons employed by the Supplier together with the Supplier's volunteers, employees, staff, other workers, agents and consultants of the Supplier and of any Subcontractors who are engaged in the provision of the Services from time to time.

Sustainability Report: the report to be submitted to the Authority by the Supplier in accordance with clause 40.4 .

Tender: means the tender submitted by the Supplier to the Authority on 5th June 2025

Tender Notice: means the tender notice 2025/S 000-029672 on 7th April 2025 published in the UK central digital platform.

Term: means the period commencing on the Commencement Date and ending on the End Date or on earlier termination of this Framework Agreement in accordance with its terms.

Termination Date: means the date of expiry or termination of this Framework Agreement.

UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

WDA: means SCC acting in its capacity as Waste Disposal Authority as designated by Section 30(2) of the EPA 1990.

Working Days: means any day other than a Saturday, Sunday or public holiday in England and Wales.

Year: means a calendar year.

- 1.2 The interpretation and construction of this Framework Agreement shall all be subject to the following provisions:

- (a) words importing the singular meaning include where the context so admits the plural meaning and vice versa;
- (b) words importing the masculine include the feminine and the neuter;
- (c) the words "include", "includes" and "including" are to be construed as if they were immediately followed by the words "without limitation";
- (d) references to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees.
- (e) reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established;
- (f) unless expressly provided otherwise in this Framework Agreement, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted and includes any subordinate legislation made under it, in each case from time to time;
- (g) headings are included in this Framework Agreement for ease of reference only and shall not affect the interpretation or construction of this Framework Agreement;
- (h) the Schedules form part of this Framework Agreement and shall have effect as if set out in full in the body of this Framework Agreement and any reference to this Framework Agreement shall include the Schedules;
- (i) references in this Framework Agreement to any clause or sub-clause or Schedule without further designation shall be construed as a reference to the clause or sub-clause or Schedule to this Framework Agreement so numbered;
- (j) references in this Framework Agreement to any paragraph or sub-paragraph without further designation shall be construed as a reference to the paragraph or sub-paragraph of the relevant

Schedule to this Framework Agreement so numbered; and

- (k) reference to a clause is a reference to the whole of that clause unless stated otherwise;
- (l) reference to writing or written excludes fax and email ;
- (m) any obligation on a party not to do something includes an obligation not to allow that thing to be done.

Part one: framework arrangements and award procedure

2. Term of Framework Agreement

The Framework Agreement shall take effect on the Commencement Date and (unless it is terminated in accordance with the terms of this Framework Agreement or is otherwise lawfully terminated) shall terminate at the end of the Term.

3. Scope of Framework Agreement

- 3.1 This Framework Agreement governs the relationship between the Authority and the Supplier in respect of the provision of the Services by the Supplier to Customer(s).
- 3.2 The Authority appoints the Supplier as a Framework Provider of the Services and the Supplier shall be eligible to receive Orders for such Services from Customers during the Term.
- 3.3 Customers may at their absolute discretion and from time to time order Services from the Supplier in accordance with the ordering procedure set out in clause 4 during the Term. The Parties acknowledge and agree that the Other Contracting Bodies have the right to order Services pursuant to this Framework Agreement provided that they comply at all times with the Procurement Act 2023 and the ordering procedure in clause 4.1. If there is a conflict between clause 4 and the Procurement Act 2023, the Procurement Act 2023 shall take precedence.
- 3.4 Any Customer other than the Authority that wants us to utilise this Framework or place any Orders with Suppliers pursuant to this Framework Agreement must enter into the Access Agreement with the Authority before utilising this Framework and placing any Orders with Suppliers.
- 3.5 The Customer must confirm to the Supplier that it has agreed and signed the Access Agreement with the Authority and is authorised to place and Order and enter into a Call-Off Contract with the Supplier under the Framework Agreement and in accordance with the Call-off Terms and Conditions.

- 3.6 If and to the extent that any Services under this Framework Agreement are required each and every Customer shall:
- (a) enter into a contract with the Supplier for these Services materially in accordance with the terms of the Contract; and
 - (b) comply with the ordering procedure in clause 4.
- 3.7 Subject to compliance with Clauses 3.4 and 3.5 above, If any Other Contracting Body enters into a Contract with the Supplier for the provision of Services under this Framework Agreement, the Supplier shall immediately notify the Authority and provide brief details of: the confirmation that the Supplier has received from the Customer that it has complied with the requirements of Clauses 3.4 and 3.5 above, details of the Contract; the relevant Other Contracting Body; and the estimated Contract Price for the duration of the Contract.
- 3.8 The Supplier acknowledges that, in entering this Framework Agreement, no form of exclusivity or volume guarantee has been granted by the Customer for the Services and that the Customer is at all times entitled to enter into other contracts and arrangements with other suppliers for the provision of any or all services which are the same as or similar to the Services.
- 3.9 The Authority shall not in any circumstances be liable to the Supplier or any Other Contracting Body for payment or otherwise in respect of any Services provided by the Supplier to any Other Contracting Body.

4. Award procedures

Awards under the Framework Agreement

- 4.1 If a Customer decides to source Services through the Framework Agreement, then it may:
- (a) satisfy its requirements for the Standard Services by awarding a Contract in accordance with the terms laid down in this Framework Agreement without re-opening competition; or

Standard Services (awards without re-opening competition – direct award)

- 4.2 Any Customer ordering Standard Services under the Framework Agreement without re-opening competition shall:
- (a) identify the relevant Lot which its Standard Services requirements fall into;
 - (b) send an Order to the Framework Provider ranked highest following the evaluation of its Tender as set out in Schedule 2;

Responsibility for awards

- 4.3 The Supplier acknowledges that each Customer is independently responsible for the conduct of its award of Contracts under the Framework Agreement and that the Authority is not responsible or accountable for and shall have no liability whatsoever or howsoever arising in relation to:
- (a) the conduct of Other Contracting Bodies in relation to the Framework Agreement; or
 - (b) the performance or non-performance of any Contracts between the Supplier and Other Contracting Bodies entered into pursuant to the Framework Agreement.

Form of Order

- 4.4 Subject to clause 4.1 to clause 4.2, each Customer may place an Order with the Supplier by serving an order in writing in substantially the form set out in Schedule 4 or such similar or analogous form agreed with the Supplier including systems of ordering involving e-mail or other online solutions.

Accepting and declining Orders

- 4.5 Following receipt of an Order, the Supplier shall promptly and in any event within a reasonable period determined by the relevant Customer and notified to the Supplier in writing at the same time as the submission of the Order (which in any event shall not exceed three Working Days) acknowledge receipt of the Order and either:
- (a) notify the Customer in writing and with detailed reasons that it is unable to fulfil the Order; or
 - (b) notify the relevant Customer that it is able to fulfil the Order by signing and returning the Order Form.
- 4.6 If the Supplier:
- (a) notifies the Customer that it is unable to fulfil an Order; or
 - (b) the time limit referred to in clause 4.5 has expired;

then the Order shall lapse

- 4.7 If the Supplier modifies or imposes conditions on the fulfilment of an Order, then the Customer may either:
- (a) reissue the Order incorporating the modifications or conditions; or

- (b) treat the Supplier's response as notification of its inability to fulfil the Order and the provisions of clause 4.6 shall apply.

4.8 The Parties acknowledge and agree that the placement of an Order is an "invitation to treat" by the Customer. Accordingly, the Supplier shall sign and return the Order Form which shall constitute its offer to the Customer. The Customer shall signal its acceptance of the Supplier's offer and the formation of a Contract by counter-signing the Order Form.

5. Contract performance and precedence of documents

5.1 The Supplier shall perform all Contracts entered into with a Customer in accordance with:

- (a) the requirements of this Framework Agreement; and
- (b) the terms and conditions of the respective Contracts.

5.2 In the event of, and only to the extent of, any conflict or inconsistency between the terms and conditions of this Framework Agreement and the terms and conditions of a Contract, such conflict or inconsistency shall be resolved according to the following order of priority:

- (a) the clauses of the Contract;
- (b) the Specification (Schedule 1 Part 1);
- (c) the Order Form except Appendices 2 (Supplier's Tender) to the Order Form;
- (d) the terms of the Framework Agreement, the Schedules to the Framework Agreement and the appendices to the Order Form, except Schedule 1, part 2, Appendix 2 (the Supplier's Tender);
- (e) any other document referred to in the clauses of the Contract; and
- (f) Schedule 1, part 2 of the Framework Agreement and Appendix 2 to the Order Form (the Supplier's Tender).

6. Prices for Services

6.1 The prices offered by the Supplier for Contracts to Customers for Standard Services shall be the prices listed in the Pricing Matrix for the relevant Lot and such prices shall be adjusted annually in accordance with the provisions of Schedule 3 (if applicable)].

Supplier's general framework obligations

7. Warranties and representations

7.1 The Supplier warrants and represents to the Authority and to each of the Other Contracting Bodies that:

- (a) it has full capacity and authority and all necessary consents (including, where its procedures so require, the consent of its Parent Company) to enter into and to perform its obligations under this Framework Agreement;
- (b) this Framework Agreement is executed by a duly authorised representative of the Supplier;
- (c) in entering into this Framework Agreement or any Contract, the Supplier and the Supplier Personnel have not committed any Prohibited Act;
- (d) the Supplier and the Supplier Personnel have not been nor, are subject to any investigation, inquiry or enforcement proceedings by a governmental, administrative or regulatory body regarding any Prohibited Act or alleged Prohibited Act;
- (e) the Supplier and Supplier Personnel have not been nor, are listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or other government contracts on the grounds of a Prohibited Act;
- (f) as at the Commencement Date, all information, statements and representations contained in the Tender are true, accurate and not misleading save as may have been specifically disclosed in writing to the Authority before the execution of this Framework Agreement and it will promptly advise the Authority of any fact, matter or circumstance of which it may become aware during the Term that would render any such information, statement or representation to be false or misleading;
- (g) no claim is being asserted, and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its

knowledge and belief, pending or threatened against it or any of its assets that will or might affect its ability to perform its obligations under this Framework Agreement and any Contract which may be entered into with the Authority or Other Contracting Bodies;

- (h) it is not subject to any contractual obligation, compliance with which is likely to have an effect on its ability to perform its obligations under this Framework Agreement and any Contract; and
- (i) no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier's assets or revenue.

7.2 The Supplier shall promptly notify the Authority if, at any time during the Term, its circumstances, knowledge or awareness changes such that it would not be able to repeat the warranties set out in clause 7.1 at the relevant time.

8. Service pre-requisites

The Supplier shall be responsible for obtaining all licences, authorisations, consents or permits required in relation to the performance of this Framework Agreement and any Contract and in accordance with any requirements detailed in the Specification.

Supplier's information obligations

9. Reporting and meetings

- 9.1 The Supplier shall submit Management Information to the Authority in the form and at the frequencies set out in Schedule 6 throughout the Term.
- 9.2 The Authorised Representatives shall meet in accordance with the details set out in Schedule 6 and the Supplier shall, at each meeting, present its previously circulated Management Information in the format set out in that Schedule.
- 9.3 The Authority may share the Management Information supplied by the Supplier with any Other Contracting Body.
- 9.4 The Authority may make changes to the nature of the Management Information that the Supplier is required to supply and shall give the Supplier at least one month's written notice of any changes.

- 9.5 The Supplier may be required to provide the Authority with such information as it may reasonably request in relation to the establishment, operation and performance of the Framework Agreement and any Contracts.

10. Records and audit access

- 10.1 The Supplier shall keep and maintain until six years after the date of termination or expiry (whichever is the earlier) of this Framework Agreement (or as long a period as may be agreed between the Parties), full and accurate records and accounts of the operation of this Framework Agreement including the Services provided under it, the Contracts entered into with Customers and the amounts paid by each Customer.
- 10.2 The Supplier shall keep the records and accounts referred to in clause 10.1 above in accordance with good accountancy practice.
- 10.3 The Supplier shall afford the Authority or the Auditor (or both) such access to such records and accounts as they may require from time to time.
- 10.4 The Supplier shall provide such records and accounts (together with copies of the Supplier's published accounts) during the Term and for a period of six years after expiry of the Term to the Authority (or relevant Customer) and the Auditor.
- 10.5 The Authority shall use reasonable endeavours to ensure that the conduct of each Audit does not unreasonably disrupt the Supplier or delay the provision of the Services pursuant to the Contracts, save insofar as the Supplier accepts and acknowledges that control over the conduct of Audits carried out by the Auditor is outside of the control of the Authority.
- 10.6 Subject to the Authority's rights of confidentiality, the Supplier shall on demand provide the Auditor with all reasonable co-operation and assistance in relation to each Audit, including:
- (a) all information requested by the Auditor within the scope of the Audit;
 - (b) reasonable pre-arranged working hours access to sites controlled by the Supplier and to equipment used in the provision of the Services; and
 - (c) access to the Supplier Personnel.
- 10.7 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause 10, unless the Audit reveals a Default or a material breach of the Framework Agreement by the Supplier in which case the Supplier shall reimburse the Authority for the Authority's reasonable costs incurred in relation to the Audit.

11. Confidentiality

11.1 Subject to clause 11.2, the Parties shall keep confidential all matters relating to this Framework Agreement and shall use all reasonable endeavours to prevent their employees, officers, representatives, contractors, subcontractors or advisers from making any disclosure to any person of any matters relating thereto.

11.2 clause 11.1 shall not apply to any disclosure of information:

- (a) required by any Applicable Law, a court of competent jurisdiction or regulatory authority, or to any disclosures required under the FOIA or the Environmental Information Regulations or which was available to the receiving party on a non-confidential basis before disclosure;
- (b) that is reasonably required by persons engaged by a Party in the performance of that Party's obligations under this Framework Agreement;
- (c) that is reasonably required by Other Contracting Bodies;
- (d) where a Party can demonstrate that such information is already generally available and in the public domain otherwise than as a result of a breach of clause 11.1;
- (e) by the Authority of any document to which it is a party and which the Parties to this Framework Agreement have agreed contains no Confidential Information;
- (f) to enable a determination to be made under clause 21;
- (g) which is already lawfully in the possession of the receiving party, prior to its disclosure by the disclosing party, and the disclosing party is not under any obligation of confidence in respect of that information;
- (h) by the Authority to any other department, office or agency of the government, provided that the Authority informs the recipient of any duty of confidence owed in respect of the information; and
- (i) by the Authority relating to this Framework Agreement and in respect of which the Supplier has given its prior written consent to disclosure.

- 11.3 The Parties shall not use the Confidential Information of the Parties for any purpose other than to exercise their rights and perform their obligations under or in connection with this Framework Agreement.

12. NOT USED

13. Data Protection

- 13.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 13 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- 13.2 Either party may, at any time on not less than 30 Working Days' written notice to the other party, revise this clause 13 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this Framework Agreement).
- 13.3 The provisions of this clause 13 shall apply during the continuance of this Framework Agreement and indefinitely after its expiry or termination.

14. Freedom of information

- 14.1 The Supplier acknowledges that the Authority is subject to the requirements of the FOIA and the EIRs. The Supplier shall:
- (a) provide all necessary assistance and cooperation as reasonably requested by the Authority to enable the Authority to comply with its obligations under the FOIA and EIRs;
 - (b) transfer to the Authority all Requests for Information relating to this Framework Agreement that it receives as soon as practicable and in any event within two (2) Working Days of receipt;
 - (c) provide the Authority with a copy of all Information belonging to the Authority requested in the Request for Information which is in its possession or control in the form that the Authority requires within five (5) Working Days (or such other period as the Authority may reasonably specify) of the Authority's request for such Information; and
 - (d) not respond directly to a Request for Information unless authorised in writing to do so by the Authority.

- 14.2 The Supplier acknowledges that the Authority may be required under the FOIA and EIRs to disclose Information (including Confidential Information) without consulting or obtaining consent from the Supplier. The Authority shall take reasonable steps to notify the Supplier of a Request for Information (in accordance with the Cabinet Office's Freedom of Information Code of Practice issued under section 45 of FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Framework Agreement) the Authority shall be responsible for determining in its absolute discretion whether any Confidential Information and any other Information is exempt from disclosure in accordance with the FOIA and the EIRs.

15. Publicity

- 15.1 Unless otherwise directed by the Authority, the Supplier shall not make any press announcements or publicise this Framework Agreement in any way without the Authority's prior written consent.
- 15.2 The Authority shall be entitled to publicise this Framework Agreement in accordance with any legal obligation on the Authority or otherwise, including any examination of this Framework Agreement by the Auditor.
- 15.3 The Supplier shall not do anything that may damage the reputation of the Authority or bring the Authority into disrepute.

16. NOT USED

Framework Agreement termination and suspension

17. Termination

Termination on breach

- 17.1 Without affecting any other right or remedy available to it, the Authority and Supplier may terminate the Framework Agreement by serving written notice on the Supplier or Authority with effect from the date specified in such notice:
- (a) where the Supplier or Authority commits a material breach and the Supplier or Authority has not remedied the material breach to the satisfaction of the Authority or Supplier within fifteen (15) Working Days, or such other period as may be specified by the Authority or Supplier, after issue of a written notice specifying the material breach and requesting it to be remedied; or
 - (b) the material breach is not, in the reasonable opinion of the Authority/Supplier, capable of remedy; or

- (c) where any Customer terminates a Contract awarded to the Supplier under this Framework Agreement as a consequence of a Default by the Supplier; or
- (d) where any warranty given in clause 7 of this Framework Agreement is found to be untrue or misleading; or
- (e) if any of the provisions of Section 78(2) of the Procurement Act 2023 apply. In the event that any of the provisions of Section 78(2) apply, the Authority shall comply with the requirements detailed in Section 78(7) of the Procurement Act 2023.

17.2 For the purposes of clause 17.1(a), a **material breach** means a breach by the Supplier (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the Customers would otherwise derive from:

- (a) a substantial portion of this Framework Agreement; or
- (b) a breach by the Supplier of any of the obligations set out in clauses 5 (contract performance), 7 (warranties and representations), 8 (service prerequisites), 10 (records and access), 11 (confidentiality), 13 (data protection), 14 (FOIA), 15 (publicity), 22 (prevention of bribery), 23 (health and safety), 25 (equalities and discrimination), 26 (modern slavery), 27 (conflicts of interest), 28 (whistleblowing), 29 (counter-terrorism), 30 (subcontracting and assignment), over any twelve (12) month period during the term of this Framework Agreement.

Termination on insolvency and Change of Control

17.3 Without affecting any other right or remedy available to it, the Authority may terminate this Framework Agreement with immediate effect by giving written notice to the Supplier if:

- (a) the Supplier suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (IA 1986) as if the words "it is

proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the IA 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the IA 1986 or (being a partnership) has any partner to whom any of the foregoing apply;

- (b) the Supplier commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of the Supplier with one or more other companies or the solvent reconstruction of the Supplier;
- (c) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Supplier (being a company, limited liability partnership or partnership) other than for the sole purpose of a scheme for a solvent amalgamation of the Supplier with one or more other companies or the solvent reconstruction of the Supplier;
- (d) an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over the Supplier (being a company, partnership or limited liability partnership), or the Supplier applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;
- (e) the holder of a qualifying floating charge over the assets of the Supplier (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;
- (f) a person becomes entitled to appoint a receiver over all or any of the assets of the Supplier or a receiver is appointed over all or any of the assets of the Supplier;
- (g) the Supplier (being an individual) is the subject of a bankruptcy petition, application or order;

- (h) a creditor or encumbrancer of the Supplier attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Supplier's assets and such attachment or process is not discharged within 14 days;
- (i) any event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 17.3(a) to clause 17.3(h) (inclusive); or
- (j) the Supplier suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

17.4 The Supplier shall notify the Authority immediately if the Supplier undergoes a Change of Control. The Authority may terminate the Framework Agreement by giving notice in writing to the Supplier with immediate effect within six Months of:

- (a) being notified that a Change of Control has occurred; or
- (b) where no notification has been made, the date that the Authority becomes aware of the Change of Control;

but shall not be permitted to terminate where an Approval was granted before the Change of Control.

Termination by Authority for convenience

17.5 The Authority shall have the right to terminate this Framework Agreement, or to terminate the provision of any part of the Framework Agreement at any time by giving six (6) Months' written notice to the Supplier and all other Framework Providers.

18. Suspension of Supplier's appointment

Without prejudice to the Authority's rights to terminate the Framework Agreement in clause 17, if a right to terminate this Framework Agreement arises in accordance with clause 17, the Authority may suspend the Supplier's right to receive Orders from Customers in any or all Supplier's Lots by giving notice in writing to the Supplier. If the Authority provides notice to the Supplier in accordance with this clause 18, the Supplier's appointment shall be suspended for such reasonable period determined by the Authority and notified to the Supplier in writing.

19. Consequences of termination and expiry

- 19.1 Notwithstanding the service of a notice to terminate the Framework Agreement, the Supplier shall continue to fulfil its obligations under the Framework Agreement until the date of expiry or termination of the Framework Agreement or such other date as required under this clause 19.
- 19.2 Unless expressly stated to the contrary, the service of a notice to terminate the Framework Agreement shall not operate as a notice to terminate any Contract made under the Framework Agreement. Termination or expiry of the Framework Agreement shall not cause any Contracts to terminate automatically. For the avoidance of doubt, all Contracts shall remain in force unless and until they are terminated or expire in accordance with their own terms.
- 19.3 Within twenty (20) Working Days of the date of termination or expiry of the Framework Agreement, the Supplier shall return or destroy at the request of the Authority any data, personal information relating to the Authority or its personnel or Confidential Information belonging to the Authority in the Supplier's possession, power or control, either in its then current format or in a format nominated by the Authority (in which event the Authority will reimburse the Supplier's reasonable data conversion expenses), together with all training manuals and other related documentation, and any other information and all copies thereof owned by the Authority, save that it may keep one copy of any such data or information for a period of up to 12 Months to comply with its obligations under the Framework Agreement, or such period as is necessary for such compliance, in either case as determined by the Authority.
- 19.4 Termination or expiry of this Framework Agreement shall be without prejudice to any rights, remedies or obligations of either Party accrued under this Framework Agreement before termination or expiry.
- 19.5 The provisions of clause 7, clause 10, clause 11, clause 13, clause 14, clause 15, clause 19, clause 21, clause 22, and clause 39 and clause 39 shall remain in full force and effect and survive the termination or expiry of the Framework Agreement, together with any other provision which is either expressed to or by implication is intended to survive termination.
- 19.6 In the event of termination of this Framework Agreement due to discharge, expiry, termination, rescission or if set aside by court order, the Authority shall be required to publish a contract termination notice in accordance with the requirements of Section 80 of the Procurement Act 2023.

20. Complaints handling and resolution

- 20.1 The Supplier shall notify the Authority of any Complaint made by Other Contracting Bodies within two Working Days of becoming aware of that

Complaint and such notice shall contain full details of the Supplier's plans to resolve such Complaint

- 20.2 Without prejudice to any rights and remedies that a complainant may have at Law, including under the Framework Agreement or a Contract, and without prejudice to any obligation of the Supplier to take remedial action under the provisions of the Framework Agreement or a Contract, the Supplier shall use its best endeavours to resolve the Complaint within ten Working Days and in so doing, shall deal with the Complaint fully, expeditiously and fairly.

21. Dispute resolution

- 21.1 If a dispute arises out of or in connection with this Framework Agreement or the performance, validity or enforceability of it (**Dispute**) then the parties shall follow the procedure set out in this clause:

- (a) either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (**Dispute Notice**), together with relevant supporting documents. On service of the Dispute Notice, the Authorised Representatives of the Parties shall attempt in good faith to resolve the Dispute;
- (b) if the Authorised Representatives of the Parties are for any reason unable to resolve the Dispute within twenty (20) Working Days of service of the Dispute Notice, the Dispute shall be referred to the Director of Corporate Services of the Authority and Group Public Sector Lead of the Supplier who shall attempt in good faith to resolve it;
- (c) if the Director of Corporate Services of the Authority and Group Public Sector Lead of the Supplier are for any reason unable to resolve the Dispute within twenty (20) Working Days of it being referred to them, the parties agree to enter into mediation in good faith to settle the dispute in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties within fifteen (15) Working days of service of the Dispute Notice, the mediator will be nominated by CEDR. To initiate the mediation, a party must give notice in writing (**ADR notice**) to the other party to the Dispute, referring the dispute to mediation. A copy of the ADR notice should be sent to CEDR and

- (d) if there is any point on the logistical arrangements of the mediation, other than nomination of the mediator, upon which the parties cannot agree within fifteen (15) Working days from the date of the ADR notice, where appropriate, in conjunction with the mediator, CEDR will be requested to decide that point for the parties having consulted with them; and
- (e) unless otherwise agreed between the parties, the mediation will start not later than twenty (20) Working days after the date of the ADR notice.

No party may commence any court proceedings in relation to the whole or part of the Dispute until it has attempted to settle the Dispute by mediation and either the mediation has terminated, or the other party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay.

- 21.2 If for any reason the Dispute is not resolved within thirty (30) Working days of commencement of the mediation, the Dispute shall be referred to and finally resolved by the courts of England in accordance with clause 39.

General provisions

22. Prevention of bribery

- 22.1 The Supplier shall (and shall procure that the Supplier Personnel shall):

- (a) not, in connection with this Framework Agreement and any Contract made under it, commit a Prohibited Act;
- (b) not do, suffer or omit to do anything that would cause the Authority or the Supplier Personnel to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements;
- (c) have and maintain in place its own policies and procedures to ensure compliance with the Relevant Requirements and prevent occurrence of a Prohibited Act;
- (d) notify the Authority (in writing) if it becomes aware of any breach of clause 22.1(a) or clause 22.1(b) or has reason to believe that it or any person associated with it has received a request or demand for any undue financial or other advantage in connection with performance of this

Framework Agreement and any Contract made under it.

- 22.2 The Supplier shall maintain appropriate and up to date records showing all payments made by the Supplier in connection with this Framework Agreement and any Contract made under it and the steps taken to comply with its obligations under clause 22.1.
- 22.3 The Supplier shall allow the Authority and its Auditor to audit any of the Supplier's records and any other relevant documentation in accordance with clause 10.
- 22.4 If the Supplier or Supplier Personnel breaches this clause 22, the Authority (or Other Contracting Bodies) may by notice:
- (a) require the Supplier to remove from performance of this Framework Agreement and any Contract made under it Supplier Personnel whose acts or omissions have caused the breach; or
 - (b) immediately terminate this Framework Agreement and any Contract made under it.
- 22.5 Any notice served by the Authority under clause 22.4 shall specify the nature of the Prohibited Act, the identity of the party who the Authority believes has committed the Prohibited Act and the action that the Authority (or Other Contracting Bodies) have elected to take (including, where relevant, the date on which this Framework Agreement and any Contract made under it shall terminate).
- 22.6 Despite clause 21, any dispute relating to:
- (a) the interpretation of this clause 22; or
 - (b) the amount or value of any gift, consideration or commission,
- shall be determined by the Authority and its decision shall be final binding and conclusive.
- 22.7 Any termination under this clause 22 will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Customer.

23. Health and Safety

- 23.1 The Supplier shall comply with the requirements of the Health and Safety etc at Work Act 1974 and any other acts, orders, regulation, and codes of practice relating to health and safety, which may apply to Supplier Personnel and other persons involved in the provisions of the Services and performance of the obligations pursuant to this Framework Agreement.

24. Best Value Duty

- 24.1 The Authority and the Supplier agree and acknowledge that the 1999 Act applies to the performance and/or delivery of the Services under this Framework Agreement and the Supplier shall, at no cost to the Authority, provide all reasonably necessary assistance and work proactively with the Authority to allow and enable the Authority to comply with its Best Value duty in respect of this Framework Agreement and the performance and/or delivery of the Services throughout the Term.

25. Equalities and Discrimination

- 25.1 Throughout the Term, the Supplier shall comply with the requirements of the Equality Act 2010 and the Human Rights Act 1998 or other relevant legislation.
- 25.2 The Supplier shall promote race equality, equal opportunities and anti-discrimination in relation to the obligations under this Framework Agreement and also in relation to the Supplier's related employment and/or subcontracting practices.
- 25.3 The Supplier agrees to comply with the Equality Act 2010 and will take all reasonable steps to prevent and eliminate harassment and discrimination in the workplace. This includes implementing policies and procedures to address and manage complaints of harassment and discrimination. The Supplier will assist the Authority in complying with its Public Sector Equality Duty.

The Supplier shall maintain a zero-tolerance policy towards all forms of harassment and discrimination. Any incidents of harassment or discrimination by the Suppliers employees, Subcontractors, or agents will be grounds for immediate termination of the contract.

26. Modern Slavery

- 26.1 The Supplier:
- (i) shall not use, nor allow its Subcontractors to use forced, bonded, child, slave or involuntary prison labour;
 - (ii) shall not use, nor allow its Supplier Personnel to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its Supplier Personnel;
 - (iii) shall not require any of its Supplier Personnel or the personnel of any Subcontractors to lodge deposits or identity papers with their employer and shall be free to leave their employer after reasonable notice;

- (iv) warrants and represents that it or its Supplier Personnel have not been convicted of any slavery or human trafficking offences anywhere around the world;
- (v) warrants that to the best of its knowledge or its Supplier Personnels' knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offences anywhere around the world;
- (vi) shall make reasonable enquires to ensure that its Supplier Personnel have not been convicted of slavery or human trafficking offences anywhere around the world;
- (vii) shall have and maintain throughout the Term its own policies and procedures to ensure its compliance with the Modern Slavery Act 2015 and include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;
- (viii) shall implement due diligence procedures within its business and Subcontractors to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under this Framework Agreement;
- (ix) where reasonably requested, shall prepare and deliver to the Authority, an annual slavery and human trafficking report setting out, as a minimum, the steps it has taken (and is taking) to ensure that slavery and human trafficking is not taking place in any part of its business and its supply chain;
- (x) shall report the discovery or suspicion of any slavery or trafficking (including its supply chain) to the Council and the UK's Modern Slavery and Exploitation Helpline;
- (xi) respond promptly to all slavery and trafficking due diligence requests/questionnaires (including the UK's Office Modern Day Slavery Assessment Tool) issued to it by the Authority from time to time and shall ensure that its responses are complete, accurate and submitted within sixty (60) days of such a request; and
- (xii) if requested, to provide a supply chain map in accordance with guidance from the Chartered Institute of Procurement & Supply within fourteen (14) days of such request.

26.2 If the Supplier is in breach under clause 26.1 the Authority may, by notice:

- (i) require the Supplier to comply with any request of the Authority to submit a rectification plan, which follows the form set out in Annex D of the UK's Government Commercial Functions

publication Tackling Modern Slavery in Government Supply Chains, and which must be agreed by the Council; or

- (ii) require the Supplier to remove from performance of the Framework Agreement and/or the Contract any Supplier Personnel or other persons associated with it whose acts or omissions have caused the breach; or
- (iii) immediately terminate this Framework Agreement.

26.3 The Supplier is required to co-operate with any investigation, and allow the Authority to audit any books, records and/or any other relevant documentation in accordance with this Framework Agreement and any Contract.

26.4 The Authority reserves the right to carry out an unannounced or semi-announced inspection during working hours of any premises or site regarding the delivery of this Framework Agreement and speak directly to any Supplier Personnel in a confidential manner and in the native language of such Supplier Personnel or in respect of workforce conditions, working or employment practices and recruitment practices.

26.5 For the purposes of an inspection carried out pursuant to clause 26.4 the Authority may instruct the Supplier to carry out such an inspection of any Subcontractor(s) by an independent third party and, if so instructed, the Supplier shall deliver a report to the Authority within ninety (90) days of such instruction.

27. Conflicts of Interest

27.1 The Supplier:

- (i) must take action to ensure that neither the Supplier nor the Supplier Personnel are placed in the position of an actual, potential or perceived Conflict of Interest.
- (ii) must promptly notify and provide details to the Authority if an actual, potential or perceived Conflict of Interest happens or is expected to happen. The Authority will consider whether there are any appropriate measures that can be put in place to remedy an actual, perceived or potential Conflict of Interest. The Supplier shall provide all reasonable assistance that the Authority may require in order to review and update any conflicts assessment that may have been completed in accordance with Part 5 (Conflicts of Interest) of the Procurement Act. If, in the reasonable opinion of the Authority, such measures do not or will not resolve an actual or potential Conflict of Interest, the Authority may terminate this Framework Agreement immediately by giving notice in writing to the Supplier where there is or may be an actual or potential Conflict of Interest.

28. Whistleblowing

28.1 As soon as it is aware of it the Supplier and Supplier Personnel must report to the Authority any actual or suspected breach of:

- (i) Law;
- (ii) Clause 22 (Prevention of bribery); or
- (iii) Clause 26 (Modern Slavery).

28.2 The Supplier must not retaliate against any of the Supplier Personnel who in good faith reports a breach listed in this clause to the Authority or a Prescribed Person.

29. Counter-Terrorism

29.1 The Supplier acknowledges and confirms it shall have due regard for the Authority's duties under terrorism legislation and any other relevant Law in performing its obligations under this Framework Agreement, including (where appropriate) providing training to the Supplier Personnel and/or Subcontractors to ensure that they are aware of the Authority's duties.

29.2 Where the Supplier identifies or suspects that someone may be engaged in illegal terrorist related activity, the Supplier must refer such person or activity to the police.

29.3 The Supplier shall (where permitted by law) notify the Authority in circumstances where the Supplier has made such reporting to the police and details of the outcome.

30. Subcontracting and assignment

30.1 Subject to clause 30.2 neither party shall be entitled to assign, novate, transfer, mortgage, charge or otherwise deal in any other manner with or dispose of any or all of its rights and obligations under this Framework Agreement without the prior written consent of the other party, neither may the Supplier subcontract the whole or any part of its obligations under this Framework Agreement except with the express prior written consent of the Authority, such consent not to be unreasonably withheld.

30.2 The Authority shall be entitled to novate the Framework Agreement to any other body which substantially performs any of the functions that previously had been performed by the Authority.

31. Variations to Framework Agreement

Any variations to the Framework Agreement must be made only in accordance with the Framework Agreement Variation Procedure set out in **Schedule 7**.

32. Third party rights

- 32.1 Unless it expressly states otherwise and except as provided in clause 3, clause 4 and clause 7.1, this Framework Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.
- 32.2 The rights of the parties to rescind or vary this agreement are not subject to the consent of any other person.

33. Severance

- 33.1 If any provision or part-provision of this Framework Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.
- 33.2 If any provision or part-provision of this Framework Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

34. Rights and remedies

The rights and remedies provided under this Framework Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

35. Interest

- 35.1 Each party shall pay interest on any sum due under this Framework Agreement, calculated as follows:
- (a) Rate: 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
 - (b) Period: From when the overdue sum became due, until it is paid.

36. Waiver

- 36.1 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

- 36.2 A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

37. Entire agreement

- 37.1 This Framework Agreement, the schedules and the documents annexed to it or otherwise referred to in it constitutes the entire agreement between the parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter.
- 37.2 Each party acknowledges that in entering into this Framework Agreement it does not rely on, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Framework Agreement.
- 37.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Framework Agreement.
- 37.4 Nothing in this clause shall limit or exclude any liability for fraud or fraudulent misrepresentation.

38. Notices

- 38.1 A notice given to a party under or in connection with this Framework Agreement shall be in writing and sent to the party at the address given in this Framework Agreement or as otherwise notified in writing to the other party.
- 38.2 This clause 38.2 sets out the delivery methods for sending a notice to a party under this Framework Agreement and, for each delivery method, the date and time when the notice is deemed to have been received:
- (a) if delivered by hand, at the time the notice is left at the address;
 - (b) if sent by pre-paid first-class post or other next Working Day delivery service providing proof of delivery, at 9.00am on the second Working Day after posting;
 - (c) if sent by pre-paid airmail providing proof of delivery, at 9.00am on the fifth Working Day after posting.; or
- 38.3 If deemed receipt under clause 38.2 would occur outside business hours in the place of receipt, it shall be deferred until business hours resume. Business hours mean 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

- 38.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 38.5 For the purposes of clause 38.1, the address of each Party shall be as stated at the beginning of this Framework Agreement unless any such changes are otherwise notified to the other Party in accordance with clause 38.6.
- 38.6 Either Party may change its address for service by serving a notice in accordance with this clause.

39. Governing law and jurisdiction

- 39.1 This Framework Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England.
- 39.2 Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Framework Agreement or its subject matter or formation (including non-contractual disputes or claims).

40. Supplier environmental obligations

- 40.1 The Supplier shall ensure that:
- (a) its operations comply with all applicable environmental Law, including in relation to waste disposal, GHG emissions and the handling of hazardous and toxic materials;
 - (b) the goods it manufactures (including the inputs, outputs and components that it incorporates into its goods) comply with environmental Law;
 - (c) it will only use packaging materials that comply with applicable environmental Law.
- 40.2 The Supplier shall have in place a suitable environmental management system for managing its environmental risks, which as a minimum must:
- (a) comply with requirements detailed in the Specification;
 - (b) assess the environmental impact of all past, current and future operations;

- (c) specify steps to continuously improve environmental performance, and reduce pollution, emissions and waste;
- (d) specify measures to reduce the use of all raw materials, energy and supplies;
- (e) require Supplier Personnel to be trained in environmental matters.

40.3 The Supplier shall, in performing its obligations under this Framework Agreement:

- (a) comply with any environmental related key performance indicators detailed in Schedule 1 Part 1 (if applicable);
- (b) not provide to the Authority any goods or deliverables comprising wholly or partly of Prohibited Plastic Items;
- (c) not use any goods or deliverables which comprise wholly or partly of a Prohibited Plastic Item to provide the Services unless the use is either related to management of the Supplier's general operations, or otherwise agreed in writing with the Authority;
- (d) minimise the release of GHG emissions, air pollutants and other substances damaging to health and the environment in providing the Services taking into account factors including the locations from which materials are sourced, transport of materials, work-related travel by Supplier Personnel, emissions from Supplier offices and equipment

40.4 On each anniversary of the Commencement Date, the Supplier shall complete and submit to the Authority a Sustainability Report in relation to the Services being provided, which shall be in the form specified in Schedule 6 and contain information on:

- (a) the Supplier's water use (in metres cubed);
- (b) the Supplier's energy consumption relating to assets used at Authority premises or other locations;
- (c) transport use (and resulting GHG emissions) for goods delivered to, or Supplier Personnel travel to, Authority premises or other Authority locations;

- (d) the volume of waste produced at Authority premises or other locations that relate to the provision of the Services; and
- (e) the overall sustainability impact of the Services, including improvements identified by the Supplier, new policies or targets adopted to reduce the environmental impact of the Supplier's operations and contributions towards any Authority environmental policies or targets.

40.5 The Authority may audit the Supplier's compliance with this clause 40 in accordance with clause 10.

41. Care Leavers Covenant

41.1 Young people leaving care and not returning to their own families are supported to enable them to live independently in the community. The Supplier shall familiarise itself with the Care Leavers Local Offer and the Care Leavers Covenant which can be found on the Authority's website (the "**Covenant**").

41.2 The Authority is signed up to the Covenant and requires the Supplier to register and sign up to the Covenant within the first 2 months of the Framework Commencement Date. The Supplier shall liaise with the Authority's Covenant Engagement Team to confirm a pledge within 6 months of the Framework Commencement Date.

41.3 The Supplier will engage with the Authority's Covenant Engagement Team to contribute to achieving one or more of the following Care Leaver outcomes: -

- (a) Care leavers are better prepared and supported to live independently;
- (b) Care leavers have improved access to employment, education and training;
- (c) Care leavers experience stability in their lives and feel safe and secure;
- (d) Care leavers have improved access to health and emotional support;
- (e) Care leavers achieve financial stability.

- 41.4 The Supplier shall work with the Authority's Covenant Engagement Team, at least annually, to develop offers and to record and demonstrate the impact and effectiveness of the Supplier's offer.

42. Counterparts

- 42.1 This Framework Agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 42.2 Transmission of an executed counterpart of this Framework Agreement or the executed signature page of a counterpart of this Framework Agreement by email (in PDF, JPEG or other agreed format) shall take effect as the transmission of an executed "wet-ink" counterpart of this Framework Agreement. If this method of transmission is adopted, without prejudice to the validity of the Framework Agreement thus made, each party shall on request provide the other with the "wet ink" hard copy originals of their counterpart.
- 42.3 No counterpart shall be effective until each party has delivered to the other at least one executed counterpart.

43. Local Government Re-organisation

- 43.1 In December 2024 the Government issued a White Paper on Local Government Re-Organisation entitled the "English Devolution White Paper"
- 43.2 In March 2025 Staffordshire County Council submitted their suggested re-organisation plan to the Government and are awaiting a response.
- 43.3 Final proposals will be submitted in November 2025 and implementation of the changes is expected by Government to be by 2028 at the earliest.
- 43.4 Whilst the expected impact of most changes to Local Government will be settled at Government Level (Change in Law) please be aware that it may be government policy or expedient that any affected party will be recommended to agree bi-lateral or multi-lateral changes to their existing contractual arrangements.
- 43.5 Updates on proposals and changes can be found on the Staffordshire County Council Website and at other media outlets

The parties agree that in the event of a Local Government Re-organisation: -

- 43.6 that reorganisation of local authorities may result in the transfer assignment or novation of this Agreement in whole or in part to a successor authority or successor authorities. Such transfer assignment or novation shall not constitute a breach or require consent and the [contracting party] consents to the transfer assignment or novation of this Agreement in whole or in parts to any successor

authority(ies) established under the local government reorganisation legislation and that as a consequence the obligations and rights under this Agreement shall continue to apply and be enforceable by or against any successor authority(ies) following a local government reorganisation; and

- 43.7 the parties acknowledge that if applicable the Transfer of Undertakings (Protection of Employment) Regulations 2006 may apply and agree to comply with all consequential and reasonable obligations arising thereunder
- 43.8 the parties acknowledge that any new organisation(s) may utilise or create and manage all and any existing or required framework agreements relating to the provision of the [goods and] services provided under this current agreement

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

The **COMMON SEAL** of
STAFFORDSHIRE COUNTY COUNCIL
was affixed to this **DEED**
in the presence of:

.....
Authorised Signatory

Name

Date:.....

EXECUTED as a **DEED** by **HEMSWELL BIOGAS LIMITED**
acting by:

.....
a single Director in front of a witness below (Signature)

Director's name in print

.....
Witness (signature)

Witness name in print

Witness Address & Occupation

.....

.....

Date:.....

Schedule 1 Services and Lots

Part 1 Services Specification



SPECIFICATION

**FRAMEWORK AGREEMENT FOR THE PROVISION OF THE
TRANSPORTATION AND PROCESSING OF FOOD WASTE**

REF: IA3588

2025

Introduction

Staffordshire County Council require a Supplier(s) to provide the treatment, via anaerobic digestion, of separate domestic Food Waste, produced by the residents of Staffordshire, trade Food Waste collected by council operated services, and the marketing and/ or disposal of Outputs and Residues from the treatment process. The Supplier's Facility shall be able to accept domestic Food Waste from 1st April 2026.

Staffordshire County Council is the Customer for lots 1 through to 8, as it is the Waste Disposal Authority (WDA) for the Waste Collection Authorities (WCAs) who form those lots. For lot 9 only, Stoke on Trent City Council, as a Unitary Authority, will be the Customer and the lot area.

The Service(s) will comprise the following 9 Lots of councils:

Lot	Lot Description
1	Newcastle under Lyme Borough Council
2	Cannock Chase District Council
3	East Staffordshire Borough Council
4	Lichfield District Council West of A38
5	Tamworth Borough Council and Lichfield District Council East of A38
6	South Staffordshire District Council
7	Stafford Borough Council
8	Staffordshire Moorlands District Council
9	Stoke on Trent City Council

For each lot, there are 3 delivery scenarios for the primary delivery point;

A – Council Direct Delivery of the food waste to the proposed Treatment Facility,

B – Council delivery of the food waste to a Supplier provided Waste Transfer Station (where the Supplier will take ownership of the food waste and ensure onward haulage to the proposed Treatment Facility),

C – Council delivery of the food waste to a Council provided Waste Transfer Station, where the supplier will collect the waste from and haul to the proposed Treatment Facility).

All scenarios are open for all lots. Scenarios should be separately bid for and therefore separately priced, per lot. Please see the ITT questionnaire for more information on how each lot / scenario will be evaluated.

Therefore, for clarity, the procurement comprises, in full, 27 lots, as follows;

Lot	Lot Description
1a	Newcastle under Lyme Borough Council; Direct delivery to treatment facility
1b	Newcastle under Lyme Borough Council; Supplier provided transfer station
1c	Newcastle under Lyme Borough Council; Council provided transfer station
2a	Cannock Chase District Council; Direct delivery to treatment facility
2b	Cannock Chase District Council; Supplier provided transfer station
2c	Cannock Chase District Council; Council provided transfer station
3a	East Staffordshire Borough Council; Direct delivery to treatment facility
3b	East Staffordshire Borough Council; Supplier provided transfer station
3c	East Staffordshire Borough Council; Council provided transfer station
4a	Lichfield District Council West of A38; Direct delivery to treatment facility
4b	Lichfield District Council West of A38; Supplier provided transfer station
4c	Lichfield District Council West of A38; Council provided transfer station
5a	Tamworth Borough Council and Lichfield District Council East of A38; Direct delivery to treatment facility
5b	Tamworth Borough Council and Lichfield District Council East of A38; Supplier provided transfer station
5c	Tamworth Borough Council and Lichfield District Council East of A38; Council provided transfer station
6a	South Staffordshire District Council and Lichfield District Council East of A38; Direct delivery to treatment facility
6b	South Staffordshire District Council; Supplier provided transfer station
6c	South Staffordshire District Council; Council provided transfer station
7a	Stafford Borough Council; Direct delivery to treatment facility
7b	Stafford Borough Council; Supplier provided transfer station
7c	Stafford Borough Council; Council provided transfer station
8a	Staffordshire Moorlands District Council; Direct delivery to treatment facility
8b	Staffordshire Moorlands District Council; Supplier provided transfer station

8c	Staffordshire Moorlands District Council; Council provided transfer station
9a	Stoke on Trent City Council; Direct delivery to treatment facility
9b	Stoke on Trent City Council; Supplier provided transfer station
9c	Stoke on Trent City Council; Council provided transfer station

Lot 1

Lot 1 is for a service to collect, transfer and treat bulked Food Waste from the Council operated Waste Transfer Station; Knutton Lane Depot at Knutton Lane, Newcastle under Lyme. Food waste has been collected by this local authority for over a decade and operations will continue as per their established practices, with additional roll out of the collection service to flats from March 2026. The commencement date for this contract will be August 2026. Please see Appendix 3 for more details.

Lots 2 - 8

Lots 2 – 8 covers Waste Collection Authorities in Staffordshire who do not currently collect food waste as part of their kerbside service offerings but will do by the mandatory date of 31st March 2026. The procurement is lotted per authority, who will conduct their own kerbside collections and be responsible for the delivery of the food waste to the primary delivery point.

Lots 2 – 8 are for the provision of Treatment Facilities to treat Food Waste, with any required transfer station provision, and therefore collection / transfer of bulked waste, accordingly, depending on the solution provided by bidders. The local authorities in these lots will direct deliver to the Primary Delivery Point, which may be either a local treatment facility or a WTS if the treatment facility is not local.

For Lots 3 and 8, there may be a possible local WTS that can act as the Primary Delivery Point – please see Appendix 3 for more details on methodology and current infrastructure provision per lot.

The commencement dates for these contracts will be 31st March 2026.

Lot 9

Lot 9 covers the Unitary Authority of Stoke on Trent City Council, as the geographical area and as the Customer. This council does not currently separately collect food waste as part of their kerbside service offerings, but will do from the mandatory date of April 2026, and will conduct their own kerbside collections and be responsible for the delivery of the food waste to the primary delivery point.

All Lots

For lots 1 to 8, the customer will be Staffordshire County Council, as the contracting authority and as the local Waste Disposal Authority.

For lot 9, the Customer will be Stoke on Trent City Council.

All lots are subject to an additional internal cost assessment based upon distance to the primary delivery point, in addition to the pricing mechanism, in order to determine the commercial viability of the proposed primary delivery point by each bidder.

For information on indicative tonnages, the internal cost assessments or kerbside collection methodologies, please refer to the appendices.

Definitions:

References in this Services Specification to paragraphs shall be references to paragraphs within this Schedule 1 Part 1.

Approval	means the prior written approval of the relevant Customer's Contract Officer;
Authorised Vehicle(s)	means a vehicle authorised by the relevant Customer to deliver Food Waste to Treatment Facilities;
Authorised Vehicles List(s)	means lists prepared and maintained by the relevant Customer identifying all Authorised Vehicles;
Authorised Vehicles Procedure	means the procedure under which the relevant Customer and the Supplier maintain and update the Authorised Vehicle List;
Bank Holiday(s)	means weekdays excluding Saturdays and Sundays on which banks and financial institutions in the City of London are legally closed. For the avoidance of doubt, Bank Holiday(s) also refers to public holidays;
CARs	means a Compliance Assessment Report Form completed and issued by the Regulatory Body, the Environment Agency;
Contamination	means the presence of Unacceptable Materials and "Contaminated" shall be construed accordingly.
Contract Income	means the payment from the Supplier to the Customer (or from the Customer to the Supplier where the Contract Income is a negative value) due under the terms of the Specification, calculated in accordance with paragraphs A17.1 and A17.2;
Contract Rate	the rates provided by the Supplier in accordance with paragraphs A17.1 and A17.2 as recorded in Table A1 of this Specification in accordance with the Pricing Matrices appended to the Framework Agreement;
Contract Review Meeting	means a quarterly meeting attended by the Customer and the Supplier in accordance with paragraph A14.4 to A14.6 (Lot 1) for the purpose of reviewing the Supplier's performance of the Services;
Contract Waste	means Food Waste and any associated liquors / leachate, to be treated by the Supplier in the delivery of the Services;
Controlled Waste Transfer Note	means a duty of care-controlled waste transfer note as required by section 34 of the Environmental Protection Act 1990;
CPI Index	means the Consumer Prices Index as published by the Office for National Statistics from time to time, or failing such publication, such other index as the parties may agree most closely resembles such index.
Customer's Contract Officer	means the person(s) designated as such by the relevant Customer having authority for day-to-day Contract matters;
Customer's Senior Manager	means the person designated as such by the relevant Customer having senior strategic authority for Contract matters;
Dispose/Disposal/Disposed	means the meaning of 'Disposal' as set out in Directive (EU) 2018/851. For the avoidance of doubt, 'Disposal' shall have the same meaning;

Disputed Loads	has the meaning given in A.10.4". "Unacceptable Materials" means those items listed in the table set out in A10.1.
Duty of Care	means the requirements of the Duty of Care Code of Practice issued under Section 34 of the EPA;
EPA	means The Environmental Protection Act 1990;
EWC Code	means the waste classification code listed in the European Waste Catalogue established by European Commission Decision 2000/532/ECL
Financial Year	means a period from 1 April to 31 March inclusive;
Food Waste	means biodegradable kitchen and canteen waste, EWC Code 20 01 08, collected at kerbside, and includes any liquors or leachate created during the collection / storage of the waste whilst on route to the Treatment Facility;
HSE	means the Health and Safety Executive which is a non-departmental public body, sponsored by the Department for Work and Pensions and is Britain's national regulator for workplace health and safety;
Key Performance Indicators (KPIs)	means each indicator of performance set out in Table A1 which shall form part of the performance monitoring of the Contract;
Performance and Management Reports	means a report in the agreed form submitted by the Supplier to the Customer at monthly intervals, monitoring and detailing the performance of the Services by the Supplier;
Opening Hours	means the hours during which Treatment Facilities are required to be open to receive deliveries of Contract Waste;
Performance Failure	means the occurrence of a failure to achieve the Key Performance Indicators set out in Table A1;
Performance Failure Points	means the points attributable to each instance of a Performance Failure as set out in Table A1;
Performance Payments	means payments paid from the Supplier to the relevant Customer in accordance with paragraph A19.13 in respect of failure by the Supplier to achieve / meet the Key Performance Indicator's identified in table A1;
Persistent Breach	means a breach by the Supplier of any of the terms of the Framework Agreement or any Contract which is committed three (3) or more times during any rolling six (6) month period in respect of any Performance Failure against the KPIs identified in Table A1;
Purchase Order	means a purchase order raised by either the Customer or the Supplier under the terms of this Specification;
Requisite Consents	means all permissions, consents, approvals, certifications, permits, licenses, statutory agreements and authorisations required by Law, and all necessary consents and agreements from relevant parties and Regulatory Bodies as required by the Supplier to deliver the Services (including but not limited to any required planning permissions and/or Environment Agency permits);
RIDDOR	means the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013;
Service Period	means any given calendar month during the Contract

	Period;
Site	means the location and site of the relevant Treatment Facility;
Site Induction	means a site induction that complies with the requirements of the HSE and all relevant Laws for the provision of the Services;
Site Rules	means such rules, procedures and safe systems of work as might be in place from time to time any Waste Transfer Stations or at Treatment Facilities used as part of this contract;
Storage Container	means bulk haulage semi-trailer or trailers provided by the Supplier for the secure storage and transfer of Contract Waste from a Waste Transfer Station to the Supplier's designated Treatment Facility;
Supplier Authorised Representative	means the person appointed by the Supplier as such in respect of a Contract who shall have authority for high level agreement and strategic matters relevant to the Contract.;
Supplier Operations Manager	means the person appointed by the Supplier as such in respect of a Contract who shall oversee the day-to-day operational delivery of the Services;
Supplier's Site	means a specialist facility to receive, accept and treat Contract Waste pursuant to this Framework Agreement, the Specification and any Contract;
Treatment Facility	means the facility that the supplier will use for the treatment of Contract Waste in accordance with the relevant Laws and Legislations
Unacceptable Waste	means Contamination or substances which may not lawfully be treated at the Supplier's Site under the terms of the site license, PPC permit or planning permission, or which are not reasonably capable of being processed at the Supplier's Site;
Waste Hierarchy	means the Hierarchy for the management of waste as stipulated by the Controlled Waste Regulations (England and Wales) 2012;
Weighbridge Ticket(s)	means a record of Contract Waste delivered to and accepted at the Supplier's Site;

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Table A1 – Key Performance Indicators

Specification of the Services for all lots

A1 Service Provision

A1.1 The Contract Aims are:

- i. to minimise the quantity of Food Waste stored at Primary Delivery Points and prevent delays to WCA deliveries; and
- ii. to reduce Contamination within Food Waste and promote effective household practises to maximise public uptake of the separation of Food Waste; and
- iii. to minimise the health and safety risks involved in the haulage and treatment of Food Waste; and
- iv. to maximise the value of the Food Waste Outputs; and
- v. to take advantage of any new or improved technologies, processes or practises; and
- vi. to achieve a resilient and robust Service for the Customer for the treatment of Food Waste; and
- vii. to achieve a flexible service for the Customer in the event that household collection methods change in the Contract Period, for whatever reason.

A1.2 The Supplier shall be responsible for;

Where the Primary Delivery Point is a Waste Transfer station, supplied by either the Supplier or the council(s);

- i. Accepting delivery of Contract Waste at the Primary Delivery Point
- ii. Providing suitable and sufficient on-site Storage Container(s) for the storage of the collected Contract Waste while awaiting onward haulage to the Treatment Facility
- iii. Providing haulage of the Contract Waste to the Treatment Facility, including collection and transportation of Storage Containers containing Contract Waste from the Waste Transfer Station to a Treatment Facility and provide replacement empty Storage Containers in their place
- iv. All Contract Waste is removed at least every second Working Day (every 48 hours excluding weekends), or as may be required to ensure that the capacity required pursuant to the requirements of this Specification is always available in the on-site Storage Container at the Waste Transfer Station
- v. Providing a suitable Treatment Facility for the reception and treatment of Contract Waste
- vi. Treatment of the Contract Waste
- vii. Marketing and/ or disposal of Outputs and Residues from the treatment process.

Where the Primary Delivery Point is the Treatment Facility;

- i. Accepting delivery of the Contract Waste at the Primary Delivery Point
 - ii. Providing a suitable Treatment Facility for the reception and treatment of Contract Waste
 - iii. Treatment of the Contract Waste
 - iv. Marketing and/ or disposal of Outputs and Residues from the treatment process.
- A1.3 The Contractor shall provide a Performance and Management Report to the Customer monthly within 5 working days following the end of the month to which the report refers.
- A1.4 The Supplier shall deliver the Services in accordance with the requirements of this Specification and the KPI's set out in Table A1.
- A1.5 The Supplier shall maintain a certified system for recording weights of Contract Waste delivered to the Supplier's Site. A Weighbridge Ticket shall be issued for each delivery of Contract Waste to the Supplier's Site. An electronic copy of every Weighbridge Ticket shall be provided to the Customer with each Management Report.
- A1.6 The Treatment Facility shall be available to receive the Contract Waste all year-round including Saturdays and Bank Holidays, with the exception of Christmas Day, Boxing Day and New Years Day.
- A1.7 Ownership of Food Waste will transfer to the Supplier and become Contract Waste once the Customer has deposited the Food Waste at the Primary Delivery Point.
- A1.8 The Supplier and the Treatment Facility shall have all the Requisite Consents, necessary permissions, consents and licences in place that may be required to deliver the Services.
- A1.9 Where the Supplier is providing a Waste Transfer Station as the Primary Delivery Point, the site shall have all the Requisite Consents, necessary permissions, consents and licences in place that may be required to deliver the Services
- A1.10 The Storage Container(s) provided by the Supplier shall be capable of being sealed in accordance with Environment Agency Licensing requirements.
- A1.11 The Supplier shall appoint an Authorised Representative with appropriate authority for high level agreement and strategic matters relevant to this Contract.
- A1.12 The Supplier's Authorised Representative shall also be responsible for all purposes connected with the day-to-day operational management and delivery of the Services pursuant to the Contract. Any information, instruction or other communication given or made to the Supplier Operations Manager shall be deemed to have been given or made to the Supplier.
- A1.13 The Supplier shall, not less than one week before the start of any Contract, notify the Customer's Senior Manager in writing of the identity of the Supplier Authorised Representative and the Supplier Operations Manager, and subsequently any replacement appointment(s). Until notice of a subsequent

or replacement appointment shall have been given, the Customer will be entitled to treat the last Supplier Operations Manager as the person last nominated to the Customer as being the Supplier's Operations Manager.

- A1.14 The Supplier shall ensure that the Supplier Operations Manager is available to the Customer during normal business hours and as a minimum during the Opening Hours and collection times. The Supplier shall provide out of Opening Hours contact details for the Supplier Operations Manager and the Supplier Authorised Representative whom the Customer can contact outside of the Opening Hours and collection times stipulated in case of an emergency.

A2 Quantities Delivered

- A2.1 The quantities of Food Waste will vary on a daily and annual basis. No guarantee can or will be offered by the Customer and the Supplier shall make due allowance to deal with surges in collections of Food Waste by supplying adequate temporary storage areas or suitably sized treatment plant at the Treatment Facility.
- A2.2 The Customer cannot guarantee the tonnage of Food Waste that will be collected. Estimated initial tonnages of Food Waste collected by the relevant WCAs are noted in Appendix 1, but no guarantee or warranty is implied or given regarding this tonnage.
- A2.3 It is estimated that the tonnage of Food Waste will increase over the Term.
- A2.4 The WCAs will normally collect Food Waste on a five-day working week, being Monday to Friday inclusive. The Customer will however on occasion collect Food Waste on Saturday(s) in order to accommodate service adjustments around Bank Holidays, or as otherwise may from time to time be required.

A3 Vehicle Identification and Authorisation

- A3.1 The Customer operates an Authorised Vehicles Procedure at all the facilities used by the Customer and will work with the Supplier to put the Authorised Vehicles Procedure in place before the start of any Contract.
- A3.2 Only Authorised Vehicles will be used by the Supplier to collect Contract Waste from any council appointed site, including Waste Transfer Station provision if required. The Supplier shall list the Authorised Vehicles on the Authorised Vehicle List for any Contract.
- A3.3 The Supplier shall notify the Customer in writing of the details of all vehicles that the Supplier wishes to include on the Authorised Vehicle List, along with the time period during which the Supplier wishes each vehicle to be authorised. The Supplier may request that the Authorised Vehicle List be amended at any time by notifying the Customer in writing of the required amendment provided that such amendment is in compliance with the requirements of this Specification or otherwise with the prior Approval of the Customer.
- A3.4 Authorised Vehicles will only be authorised to collect Contract Waste for a maximum period up to and including the 31st March in each year. The

Customer's Contract Officer and the Supplier's Operations Manager will conduct an annual review(s) of Authorised Vehicles before the end of each Financial Year. The Customer will issue a revised Authorised Vehicle List in respect of each Contract every Financial Year, which will then supersede the previous List with effect from 1st April in each Financial Year.

A3.5 The Customer will not allow any unauthorised vehicle to collect Contract Waste or from a Supplier or Council provided Waste Transfer Station. Where an unauthorised vehicle arrives at a Council provided Waste Transfer Station to collect Contract Waste, the Customer will notify the Supplier and will not allow the unauthorised vehicle to collect Contract Waste until the Supplier has confirmed in writing (unless otherwise agreed with the Customer) that they wish the unauthorised vehicle to be added to the Authorised Vehicle List.

A3.6 The Supplier shall ensure that:

- i. there is a valid Controlled Waste Transfer Note for each load of Contract Waste collected from the Waste Transfer Station or alternatively an annual Controlled Waste Transfer Note season ticket;
- ii. Controlled Waste Transfer Notes are retained at the Treatment Facility for a minimum of two years; and
- iii. a Weighbridge Ticket is issued to the driver of each Authorised Vehicle delivering Contract Waste to the Treatment Facility.

A3.7 Where any Authorised Vehicle collecting Contract Waste from the Council operated Waste Transfer Station becomes immobilised and creates an obstruction, the Supplier shall remove the Authorised vehicle to a safe location as soon as reasonably practicable where the Authorised Vehicle can be repaired or removed by a breakdown vehicle. If the Authorised Vehicle does require breakdown assistance, the Customer will allow recovery vehicles access to Waste Transfer Station to recover the Authorised Vehicle.

A4 Weighbridge

A4.1 Throughout the Term of the Framework Agreement, and for the duration of the Contract Period, the Supplier shall maintain a system for recording the weights of Contract Waste delivered to the Supplier's Site.

A4.2 The Supplier shall maintain a weighbridge at the entrance/exit which records and issues vehicle weight tickets/information.

A4.3 This weighbridge must be certified as being in accordance with Section 11 of the Weights and Measures Act 1985 and which complies with the provisions of section A4.4 below.

A4.4 The weighbridge shall comply with all Laws. It is the Supplier's responsibility to familiarise itself with the necessary requirements. Weighbridges must be calibrated, tested and certified prior to first use and on an annual basis with a copy of the certification issued to the Customer's Senior Manager.

A4.5 The Supplier shall ensure that any weighbridge malfunction or breakdown is covered by the Business Continuity Plan to ensure continuity of the Services.

A4.6 The Supplier shall ensure that the weighbridge is:

- i. maintained in good working order for the intended purpose and free of all faults;
- ii. serviced on a regular basis in accordance with the manufacturer's instructions;
- iii. checked and certified as being accurate by the Weights and Measures Inspectorate;
- iv. operated only by a person holding a Certificate of Competence under section 18 of the Weights and Measures Act 1985 who is present in the weighbridge office during the Opening Hours (for manned weighbridges only).

A5 Vehicle Weight Recording

- A5.1 Except with the prior written agreement of the Customer's Contract Officer, the Supplier shall weigh over the weighbridge on entry to the Treatment Facility each vehicle delivering Contract Waste to the Treatment Facility.
- A5.2 Except with the prior written agreement of the Customer's Contract Officer, the Supplier shall weigh over the weighbridge every Authorised Vehicle that is leaving the Treatment Facility and has delivered Contract Waste to the Treatment Facility.
- A5.3 The Supplier shall immediately inform the Customer's Contract Officer of any circumstances, which prevent it from measuring the weight of Contract Waste in accordance with the Framework Agreement and Contract.
- A5.4 The Supplier shall operate a suitable system to record all movement of Contract Waste into the Treatment Facility approved by the Customer's Contract Officer.
- A5.5 A Weighbridge Ticket shall be issued for each delivery of Contract Waste to the Supplier's Site and a copy of the Weighbridge Ticket supplied to the driver of the Authorised Vehicle on leaving the Treatment Facility or a copy provided to the Customer's Contract Officer with the monthly Performance and Management Report. Each Weighbridge Ticket shall carry a unique serial number and clearly state the following information: -
- i. name of Treatment Facility;
 - ii. date of delivery;
 - iii. time of entry;
 - iv. time of exit;
 - v. gross Authorised Vehicle weight on entry;
 - vi. unladen Authorised Vehicle weight on exit;
 - vii. net weight of Contract Waste discharged;
 - viii. description and EWC Code for the Contract Waste;
 - ix. source of Contract Waste; and
 - x. Authorised Vehicle registration number and type;
- A5.6 In the event of any weighbridge or equipment defect the Supplier shall be responsible for providing an alternative site to weigh off the Authorised Vehicles and shall be responsible for the payment of any additional costs incurred by the Customer.

A5.7 In the absence of a suitable alternative site to weigh off, Authorised Vehicles delivering Contract Waste to the Supplier's Site, the Supplier and the Customer will use average net weights for equivalent Authorised Vehicles as recorded in the most recent Service Period for which a final Monthly Report is available.

A5.8 The Supplier shall allow officers from the Trading Standards Department or other persons nominated by the Customer's Senior Manager from time to time to have access to the Treatment Facility or Supplier's Site and the weighbridge and vehicle recording system and weighing records within pre-arranged working hours for the purpose of inspection and shall provide such persons with reasonable facilities for such purpose. Officers will observe on-site instructions and processes.

A6 Collections from a Council operated Waste Transfer Stations

A6.1 The Waste Transfer Stations operated by Councils that may be of use in this contract will be open and available for the Contract Waste collection by the Supplier at the following hours and days, however all collection times need to be scheduled in advance with the Customer's Contract Officer. WTS information including opening times are supplied in Appendix 3.

A6.2 If a Storage Container that has been delivered to a Council operated Waste Transfer Station by the Supplier is subsequently found to leak, the Customer will notify the Supplier. Such notification will initially either be by telephone or in writing, but in the case of the former, will be followed by notification in writing. On receipt of such notification, the Supplier shall make arrangements to replace the Storage Container within 2 hours of receipt of the initial notification from the Customer.

A6.3 All drivers of Authorised Vehicles collecting Contract Waste from the Council operated Waste Transfer Station shall, on the occasion of their first visit, be required to complete a Site Induction before collecting Contract Waste.

A6.4 All drivers of Authorised Vehicles collecting Contract Waste from the Council operated Waste Transfer Station will, in addition to A6.3 above, be required to complete an annual Site Induction refresher training course, and may be required to attend interim training and toolbox talks in the event of changes to Site Rules or other operational adjustments.

A6.5 The Supplier shall at all times adhere to such Site Rules as may from time to time be in operation at the Council operated Waste Transfer Station so as to ensure the safe passage for all vehicles and staff to and from the public highway to the point of collection/exchange of the Storage Container(s).

A6.6 The Supplier shall, if so required by the Customer's Senior Manager, schedule regular weekly collections of Contract Waste at midday each Friday in order to minimise the quantity of Contract Waste remaining in the Storage Container over the following weekend.

A6.7 In addition to the requirements paragraph A5 Vehicle Weight Recording, the Supplier's vehicles collecting and exchanging Storage Containers from the Council operated Waste Transfer Station will be required to record weights on

entry to the Council operated Waste Transfer Station, and gross weights prior to exiting on the weighbridge.

A7 Collections from all Waste Transfer Stations

- A7.1 Where the Primary Delivery Point is a Waste Transfer Station (no matter who said site is operated by), the Supplier shall make collections of Contract Waste such that there is not an unreasonable build-up of Contract Waste in the Storage Container awaiting collection and there is at all times sufficient capacity for further deliveries of Food Waste. The period between collections shall not exceed 2 Working Days (48hours excluding weekends).

A8 Liquors in Waste

- A8.1 The Supplier should note that, Contract Waste collected in the Storage Container will also contain liquors. The Supplier shall ensure that the condition, maintenance and sealing of the Storage Container(s) ensures containment of all materials including liquors both on site at a Waste Transfer Station and during transfer to the Treatment Facility.

A9 Licences/Permissions

- A9.1 The Supplier shall ensure that any Supplier provided Waste Transfer Station, the Treatment Facility and any Authorised Vehicles and hauliers used for the handling of Contract Waste have all the necessary licences, registrations and permissions throughout the Contract period and must supply the Customer's Senior Manager with copies on request.

A10 Contamination and Unacceptable Waste

- A10.1 The Customer has set service standards for acceptable material and Unacceptable Waste which the Supplier will be required to comply with in the delivery of the Services and these are detailed below:

Acceptable Materials	Non-Target Materials	Unacceptable Materials
<ul style="list-style-type: none"> • All cooked or uncooked food waste; including raw and cooked meat, cheese, prepared food, vegetables and fruit, • The supplier should accept one, or all of: Corn starch / compostable /biodegradable liners, plastic liners, limited newspaper. • Plastic liners 	<ul style="list-style-type: none"> • Liquids, • Packaging of paper, cling film, and foil. 	<ul style="list-style-type: none"> • Plastic (hard – such as bottles or food trays), • Metal (such as tin cans), • Any other items of non-food waste (such as garden waste or dry recycling materials). • Textiles • Treated Wood

- A10.2 It is recognised that some Contamination of Contract Waste will occur. The Customer will endeavour to minimise the Contamination by regularly inspecting the collected Food Waste.

- A10.3 For the purposes of the Contract, the Supplier shall accept an element of Contamination, up to 5% by weight contaminant of Unacceptable Materials in any individual load and shall operate the Treatment Facility accordingly.
- A10.4 The Supplier shall treat all loads collected, unless by visual inspection, they contain more than 5% Contamination by weight or contain any Unacceptable Waste. Any such loads shall become Disputed Loads.
- A10.4.1 The Supplier shall quarantine any Disputed Loads at the Supplier's Facility immediately.
- A10.4.2 The Supplier shall contact the Customer by email within 1 hour of becoming aware of a Disputed Load. This email shall contain photographs of the Disputed Load and information about the Collection Point from which the Disputed Load was received.
- A10.4.3 Upon receipt of this email the Customer will arrange to inspect the Disputed Load within 2 Working Days, where possible.
- A10.4.4 The Customer and the Supplier shall in good faith and each acting reasonably seek to reach agreement on if it is a Disputed Load or not.
- A10.4.5 If the Customer and Supplier agree it is not a Disputed Load, the Supplier shall treat the Food Waste in accordance with this Specification.
- A10.4.6 If the Customer and Supplier agree it is a Disputed Load, the Supplier may Dispose of the Disputed Load without Treatment and Customer shall meet any reasonable additional costs incurred by the Supplier in Disposal. Where such additional costs include the cost of specialist waste disposal, hazardous waste disposal or landfill, the Customer will pay such costs on an indemnity basis.
- A10.4.7 If the Customer and Supplier cannot reach an agreement, then the Dispute Resolution Process outlined in clause I2 of the terms and conditions of the Contract in Document 4 shall be followed.
- A10.5 It is acknowledged and accepted by the Supplier that Contract Waste may include plastic liners, compostable and biodegradable liners and newspaper wrappings and the presence of all or any of those items will not be considered items of Contamination.
- A10.6 Any items of Contamination that are removed during the treatment or composting process shall be the responsibility of the Supplier for recycling or incineration, ensuring consideration of the waste hierarchy for all disposal.

A11 Treatment

- A11.1 At the Treatment Facility the Supplier shall process Contract Waste in accordance with Laws and best practice. The Supplier shall keep appropriate records to show the source of all the Food Waste, the process sequence (including CO2 emissions and net energy usage), and the final destination of the products from the Treatment Facility; for example, whether as electricity generated exported (+/- any parasitic usage) or as biogas exported; and make such records available to the Customer's Senior Manager on request.

A11.2 The treatment process must comply with the Animal By-Products Regulations 2005 (as amended).

A12 Ownership of Waste

A12.1 Once the Food Waste has been deposited in the Supplier's Storage Container at a Waste Transfer Station, it shall become Contract Waste and ownership and risk in the Contract Waste will transfer to the Supplier. Where the Primary Delivery Point is the Treatment Facility or Supplier's Waste Transfer Station, once the Food Waste has been delivered to said Treatment Facility, it shall become Contract Waste and ownership and risk in the Contract Waste will transfer to the Supplier.

A12.2 In the event of the unintentional delivery of any item of significant value which is not Food Waste whether by or on behalf of the Customer, the Supplier shall be responsible for retaining the item in a secure location for a period of two weeks and thereafter for removing from the Treatment Facility such items which shall be Disposed of by the Supplier in such a manner as it shall determine without further reference to the Customer and the Supplier shall not make any charge to the Customer or to the owner of the item for such recovery and removal but shall be entitled (as against the Customer) to retain from any proceeds of sale the recovery and Disposal costs incurred. The Supplier shall notify the Customer's Senior Manager of receipt of any such items within 24 hours of receipt.

A13 Monitoring and Performance

A13.1 During the Contract Period the Supplier shall perform the Services in accordance with the requirements of the Framework Agreement and the Contract.

A13.2 A performance monitoring meeting will be conducted no more frequently than monthly, between the Customer's Senior Manager or the person appointed by the Customer's Senior Manager, and the Supplier's Operations Manager.

A14 End Products and Marketing

A14.1 The Supplier shall:-

- i. arrange for marketing, sale, or reuse of by-products and products as detailed in the Tender;
- ii. pay all costs associated with and ancillary to the marketing of the by-products and products;
- iii. inform the Customer of the final use of all processed and treated Contract Waste in such detail as is required for compliance with waste data flow;

A14.2 The Supplier shall support any local promotion and marketing initiatives carried out by the Customer with regards to Food Waste kerbside collection services operated by the WCAs.

A14.3 The Supplier is required to actively work with the Customer to investigate and promote opportunities to increase tonnages collected.

- A14.4 No marketing material making reference to the Customer will be distributed by the Supplier without prior written approval by the Customer's Senior Manager.

A15 Contract Monitoring and Contract Review Meetings

- A15.1 The Supplier shall allow the Customer and its representatives access to the Treatment Facility or Supplier's Waste Transfer Station within pre-arranged working hours for the purposes of inspecting and monitoring the Services being provided by the Supplier pursuant to this Framework Agreement or under any Contract. Officers will observe on-site instructions and processes.
- A15.2 The Supplier shall assist the Customer and its representatives in the inspection and monitoring of the Services. This shall include granting access to the Supplier's records relating to any aspect of the Service, and including, without limitation, compliance by the Supplier with its Duty of Care under the EPA.
- A15.3 The Supplier and the Customer Authority will attend the Contract Review Meetings. These Contract Review Meetings will be held in each and every quarter of any Contract and will continue for the duration of the Contract Period.
- A15.4 The Supplier and the Customer will ensure that they are represented by attendees of sufficient standing at the Contract Review Meetings to discuss Contract performance and agree courses of action. As a minimum, attendees at Contract Review Meetings should include the Supplier's Operations Manager and the Customer's Contract Officer.
- A15.5 The frequency of Contract Review Meetings may be varied by prior agreement in writing between the Customer and the Supplier.
- A15.6 The Supplier must provide evidence when requested, for all or any relevant Treatment Facility, reprocessing and/or Disposal facilities, to ensure that facilities are operating compliantly in the downstream re-processing / Disposal chain.

A16 Performance and Management Reports

- A16.1 The Supplier shall submit monthly Performance and Management Reports detailing the delivery and performance of the Service by the Supplier in the preceding Service Period. Within ten (10) Working Days of receipt of the Management Report by the Customer, the submitted Management Report shall be checked by the Customer's Contract Officer to determine the accuracy of the Performance and Management Report. Validation of the Management Report by the Customer will be undertaken within 10 Working Days of receipt of the most recently submitted version of the relevant Performance and Management Report and following such validation the Customer and Supplier shall agree the amount payable and shall implement the invoicing process as set out in paragraph 18.
- A16.2 The Performance and Management Report should be submitted in an electronic format (in a format agreed by the Customer) by the Supplier to the Customer's Contract Officer within 5 Working Days following the end of the Service Period to which the report relates. The Performance and Management Report submitted by the Supplier shall be in such form and

contain such details as the Customer's Senior Manager and / or the Customer's Contract Officer may specify from time to time acting reasonably and should as a minimum contain the information referred to in paragraph A16.3 below.

A16.3 The Performance and Management Report shall include details for each consignment of Contract Waste collected from a Waste Transfer Station during the relevant Service Period. The information provided by the Supplier in the Performance and Management Report for each load of Contract Waste collected shall contain sufficient information to enable each load to be verified against the corresponding Treatment Facility Weighbridge Ticket and shall include for each load of Contract Waste, as a minimum:

- i. Name and address of Treatment Facility;
- ii. treatment Facility Weighbridge Ticket number;
- iii. Authorised Vehicle registration;
- iv. Haulier Name;
- v. Food Waste source name;
- vi. date and time in and date and time out, measured as the time weighed in over the Treatment Facility Weighbridge to the time weighed out over the Treatment Facility Weighbridge;
- vii. waste description and EWC code; and
- viii. Authorised Vehicle gross, tare, and net weight.

A16.4 Concurrently with the provision of the Performance and Management Report, the Supplier shall provide the Customer with electronic copies of all Weighbridge Ticket(s) referred to in the Performance and Management Report relating to Contract Waste collected from a Waste Transfer Station and received at the Supplier's Sites in the Service Period to which the Performance and Management Report relates.

A16.5 Within the Performance and Management Report, the Supplier shall include a monthly breakdown of Contract Waste treated at the Treatment Facility including details of:

- i. total tonnage of Food Waste received at the Treatment Facility;
- ii. materials recovered for re-use and final destination;
- iii. materials recovered for recycling and final destination;
- iv. materials Disposed of including method of Disposal and address of Disposal location;
- v. quantity of biogas exported, or as may be appropriate, quantity of electricity generated, parasitic usage at the Treatment Facility, net quantity of electricity exported;
- vi. quantity and description of other product(s) of the treatment process exported from the Treatment Facility; and
- vii. end destination details for all outputs of the treatment process including names and addresses.

- A16.6 The Supplier shall include information in the Performance and Management Report relating to any accidents or incidents at the Supplier Sites during the Service Period to which the Performance and Management Report relates including:
- i. who was involved (staff, visitor, driver etc);
 - ii. date and time of incident / accident;
 - iii. details of incident and investigation findings;
 - iv. remedial actions taken relating to the incident.
- A16.7 If any accident was RIDDOR reportable, the Supplier shall include the following information in addition to the information referred to in paragraph A16.6 above:
- viii. information relating to the operations of the Supplier Sites including any equipment or plant downtime and any associated impact on the delivery of the Services.
- A16.8 If any Performance and Management Report is not supported by the data requirements in paragraphs A16.3 to A16.5, and as may be appropriate paragraphs A16.2, A16.6 and A16.7, it will be determined to be incomplete and hence treated as a failure to submit a Management Report as per KPI as set out in Table A1.
- A16.9 If any Performance and Management Report submitted by the Supplier is found to contain errors, such errors will be corrected, and a revised report resubmitted by the Supplier within 5 Working Days of receipt by the Supplier of notification from the Customer of the relevant errors or omissions, and the provisions as set out in paragraphs A16.8 to A16.9 will apply to this newly submitted version of the Performance and Management Report.

A17 Adjustment and Indexation calculations

- A17.1 The Supplier will submit (in the pricing schedule) the Gate Fee for food waste per option per Lot for the Initial Contract Period of the contract.
- A17.2 Both the Gate Fee and Haulage Fee (where applicable) submitted by the Supplier shall be fixed during the Initial Contract Period. For every subsequent year of the contract, there will be an annual price review. Price review shall be applied annually from the 1st April following the first anniversary of the Commencement Date.
- A17.3 The annual price review will subject the base Gate Fee to one of two options;
- a) Base Gate Fee increased by the percentage increase (if any) in the Consumer Price Index (CPI) using the month of November (referred to below as "Index") published by the Office of National Statistics, www.ons.gov.uk.
 - b) Base Gate Fee is replaced by a more representational fee calculated by using an average of the median monthly price, for the previous calendar year of the let'srecycle.com index 'Windrow, IVC and AD prices' (or such other as may replace it).

- A17.3.1 The choice between option a or option b as above in A17.3 shall be determined through mutual agreement by the Provider and the Contract Holder. This is to ensure that the contract remains industry relevant and affordable to both parties at a time of great change in the market / industry.
- A17.3.2 Where the Primary Delivery Point is a Waste Transfer Station, a Haulage Fee per tonne, will apply. The submitted Haulage Fee shall annually be increased by the percentage increase (if any) in the Consumer Price Index (CPI) using the month of November (referred to below as "Index") published by the Office of National Statistics, www.ons.gov.uk.
- A17.5 Calculation of CPI indexation shall be in accordance with the following formula:
- New Rate = Old Rate x (Index 2 / Index 1)
- New Rate = The Rate to be calculated for the new Year commencing 1st April
- Old Rate = The Rate for the previous Year commencing 1st April
- Index 2 = the figure for the Index as at November preceding the New Year
- Index 1 = the figure for the Index as at November preceding the previous Year
- Thus, for example:
- Rate for 1st April 2027 = Rate for 1st April 2026 x (Index for November 2026 / Index for November 2025)
- A17.6 Subsequent Indexation adjustments will apply at intervals of twelve (12) months on the 1st April each year.
- A17.7 The rate of conversion between Performance Failure Points (PFP) and Performance Payments (PP) shall be fixed at £1 for approximately 12 months from the Commencement Date of the Framework Agreement. Indexation will then be applied to the initial rate of conversion (£1) annually in a similar manner to that outlined in paragraphs A17.5.1 to A17.6 above.

A18 Invoices, Purchase Orders and Payments

- A18.1 Upon validation of the Performance and Management Report by the Customer, the following invoicing process will apply:
- i) in the event that the Gate Fee in accordance with paragraphs A17.1 and A17.2 is a negative value and is therefore payable by the Supplier to the Customer, the Supplier shall within 10 Working Days of receipt of such validation provide the Customer with a Purchase Order relating to the Service Period to which the Management Report relates, for the net value of (subject to paragraph A18.2 below) the Gate Fee for Food Waste collected during that period.
- Upon receipt of the Purchase Order, the Customer will issue an invoice to the Supplier which must be paid by the Supplier within 30 days of its receipt.

- ii) in the event that the Contract Income calculated in accordance with paragraph A18.1 is a positive value and is therefore payable by the Customer to the Supplier, the Customer [shall within 10 Working Days of issuing validation of the Management Report] provide the Supplier with a Purchase Order relating to the Service Period to which the Management Report relates, for the net value of (subject to paragraph A18.2 below) the Gate Fee for Food Waste collected during that period.
Upon receipt of a Purchase Order, the Supplier will issue an invoice to the Customer which must be paid by the Customer within 30 days of its receipt.
- iii) In the event that there is any dispute between the parties in relation to any disputed invoices, the disputed invoices shall be dealt with in accordance with clause 20 of the Call off Terms and Conditions.
- iv) All as detailed in each monthly Management Report, as validated by the Customer in accordance with paragraphs A16.1 above, and the appropriate calculated Gate Fee.

A18.2 Any Performance Failure Points determined in accordance with the KPIs set out in Table A1 incurred by the Supplier shall be added to (or subtracted from where applicable) the value of the monthly Purchase Order for the relevant Service Period at a rate of £1 per point, subject to indexation in accordance with the methodology applied in paragraphs A17.6 above. The Parties agree that the Performance Failure points set out in Table A1 constitute a genuine pre-estimate of loss by the Customer and the Supplier of the costs and losses incurred by the Customer as a result of those Key Performance Indicators not being met and such Performance Failure Points shall constitute liquidated damages and not a penalty.

A18.3 Amounts due pursuant to any Purchase Order will be paid in pounds sterling.

A18.4 Purchase Orders should be sent in pdf form to the receiving party at the address notified by them from time to time.

A18.5 Each Purchase Order shall contain as a minimum the following information:

- i. Purchase Order Number;
- ii. date Purchase Order raised;
- iii. names of the Supplier and relevant Customer;
- iv. addresses of the Supplier and relevant Customer;
- v. addresses of the Supplier and Customer for the service of invoices if different from the above;
- vi. contact details for the Customer and the Supplier for queries regarding Purchase Orders, including email addresses and telephone numbers ;
- vii. information to identify the Management Report and Service Period to which the Purchase Order relates;

- viii. the tonnage of Contract Waste collected during the Service Period to which the Purchase Order relates and the applicable Contract Income,
- ix. details of collections of Contract Waste during the Service Period to which the Purchase Order relates; and
- x. details of any Performance Failure Points added (or if applicable in the case of a payment due from the Customer to the Supplier, deducted from) to the value of the Purchase Order.

A19 Contract Review including quality assurance and performance monitoring

- A19.1 Arrangements for Contract Review Meetings shall be subject to review and development by the Customer during the Contract Period. The Supplier accepts and acknowledges that the arrangements set out in this Specification may change and that the Customer may reasonably introduce new tools, measures and processes in order to satisfy that the Services are delivered effectively, offer Best Value and satisfy the requirements of the Framework Agreement and the Contract.
- A19.2 The criteria by which the Customer's Contract Officer reviews and measures the performance of the Services by the Supplier shall be detailed in Schedule 1 Part 1 paragraph A1 to A20 'Services' and Table A1 'Key Performance Indicators'. Table A1 sets out, by reference to the relevant clause in Schedule 1 Part 1 'Services', paragraphs A1 to A20 the minimum level of performance that is required for each Performance Indicator, and what would therefore constitute a Performance Failure against each Performance Indicator.
- A19.3 The Supplier shall monitor and report its performance against each Key Performance Indicator at the end of each Service Period.
- A19.4 As part of the monthly Performance and Management Report as set out in paragraph A16, the Supplier shall submit to the Customer a report which summarises the actual performance achieved by the Supplier against each Key Performance Indicator (the 'Performance and Monitoring Report').
- A19.5 The Performance Monitoring section of the Performance and Management Report shall as a minimum include the following information:
 - Information in Respect of the Service Period Just Ended*
 - A19.5.1 for each Key Performance Indicator, the actual performance achieved over the immediately preceding Service Period;
 - A19.5.2 any Performance Failures in respect of a Key Performance Indicator during the immediately preceding Service Period, the cause of the failure and the action being taken to reduce the likelihood of recurrence;
 - A19.5.3 particulars of any aspects of the Supplier's performance which fail to meet the requirements of the Framework Agreement or the Contract;
 - A19.5.4 such other details as the Customer may reasonably require from time to time.

Information in respect of previous Service Periods

- A19.5.5 for each Key Performance Indicator, the actual performance achieved over the previous three immediately preceding Service Periods;
- A19.5.6 for each Key Performance Indicator, a rolling total of the number of incidences of Performance Failures since the Commencement Date of the Contract; and
- A19.5.7 in relation to any repeat Performance Failures, the actions taken to resolve the underlying cause and prevent recurrence.
- A19.6 The Performance Monitoring section of the Performance and Management Reports shall be reviewed, and the contents agreed by the Customer and the Supplier at the next Contract Review Meeting. If the Customer and the Supplier cannot agree on the contents of the Performance Monitoring Report, then the matter shall be dealt with under the Dispute Resolution Procedure.
- A19.7 The Customer will be entitled to raise any additional questions and/or request any further information from the Supplier regarding any Performance Failure(s) against one or more Key Performance Indicator(s).
- A19.8 Should the Supplier fail to submit one or more Performance Monitoring Report(s) within 5 Working Days from the end of each Service Period, fail to comply with the requirements of this paragraph A19, or experience one or more Performance Failures against one or more Key Performance Indicator(s), then the Customer may immediately arrange for a Contract Review Meeting to discuss and resolve the issue(s). If the matter is not resolved within 10 Working Days from the date of the Contract Review Meeting, then the matter shall, unless otherwise agreed between the Customer and the Supplier be dealt with in accordance with the terms of the Contract.
- A19.9 If the Supplier experiences a failure against one or more of the Key Performance Indicators set out in Table A1, this will result in the Performance Failure Points monetary amounts being included on the relevant Purchase Order.
- A19.10 If the Supplier fails to meet one or more Key Performance Indicator(s) in any 3 consecutive Service Periods during the Contract Period, an action plan shall be agreed between the Supplier and the Customer at the next Contract Review Meeting following the third consecutive Service Period during which the Performance Failure(s) occurred. The action plan shall include proposals to remedy the Performance Failure.
- Any changes arising from such an action plan representing significant amendments to the Supplier's Treatment methodology as detailed in the Tender shall constitute a Variation and shall be subject to the Variation Procedure.
- A19.11 If there is an unacceptable, substantial, and continuing Performance Failure which would constitute a Persistent Breach by the Supplier then the Customer may reserve its right to terminate the Contract in accordance with the terms of the Contract.

A19.12 The Parties agree that any provisions in relation to contract and performance management detailed in this Specification do not act so as to waive any rights that the Customer may exercise pursuant to the Contract. The Customer may at its absolute discretion decide whether to follow the processes detailed in this Specification or otherwise exercise any rights that it may have pursuant to the Contract.

A19.13 Performance Payments in respect of each Service Period shall be calculated using the following formula:

Performance Payment = Performance Failure Points x £1

Where:

Performance Payment is the monthly Performance Payment(s) in respect of the relevant Service Period.

Performance Failure Points is the number of Performance Failure Points in respect of the relevant period determined in accordance with Table A1.

The Performance Payment shall, in accordance with paragraph A19.9 be added to the Purchase Order for the relevant month (or if applicable in the case of a payment due from the Customer to the Supplier, deducted from the relevant invoice), or where this would unreasonably delay payment of a Purchase Order otherwise correctly payable to the Customer or Supplier (as relevant), a Performance Payment relating to a Performance Failure(s) in one month may be added or deducted (as relevant) to a Purchase Order for any subsequent month.

A19.14 In the event of a disagreement between the Supplier and the Customer regarding the allocation of Performance Failure Points, the matter shall be dealt with under the Dispute Resolution Procedure.

A19.15 The Supplier shall keep appropriate documents and records relating to the Services in accordance with the requirements of the Contract. Documents and records should include:

- i. Controlled Waste Transfer Notes;
- ii. Weighbridge Tickets for all Contract Waste and Contract Waste (Liquor) weighed into the Treatment Facility;
- iii. Management Reports;
- iv. Performance Monitoring Reports;
- v. minutes of Contract Review Meetings;
- vi. Environment Agency CARs;
- vii. Supplier's Waste Carrier's Registration (in accordance with the Controlled Waste (Registration of Carriers and Seizure of Vehicles Regulations SI 1991/1624));
- viii. weighbridge servicing, inspection and calibration reports for Treatment Facility Weighbridge;
- ix. risk assessments and safe working procedures relating to the operation of the Treatment Facility;

- x. Site Rules at Treatment Facility;
 - xi. records of Site Inductions for all drivers delivering waste, including Contract Waste and Contract Waste (Liquor), to the Treatment Facility;
 - xii. inspection and maintenance records for all plant and equipment used in the provision of the Services, including loading equipment; and
 - xiii. any other records or documentation that may be reasonably requested by the Customer's Contract Officer.
- A19.16 Any documents, records or other information, in any written format, shall be disclosed subject to the obligations of confidentiality set out in the Framework Agreement and Contract.
- A19.17 The Customer reserves its rights to verify the availability of the information and communications technology systems used by the Supplier to report its performance under this Contract.
- A19.18 The Supplier shall, in addition to the provision of records and documentation referred to in paragraph A19.15 above, provide the Customer's Contract Officer with all the necessary access to the Treatment Facility and other facilities they may reasonably require in order to inspect and monitor compliance with the Framework Agreement and Contract and in particular to ensure that the Supplier is fulfilling the obligations imposed on the Supplier under the Framework Agreement and Contract.
- A19.18.1 Such access shall include having access to and undertaking checks at any time of the Treatment Facility Weighbridge and / or measuring systems at the Treatment Facility and inspecting all certificates and servicing / repair information in respect thereof and to observe the operation thereof within pre-arrange working hours. Officers will observe on-site instructions and processes.
- A19.18.2 The Customer may undertake checks of the Supplier's Site, all plant and equipment at the Supplier's Site, and inspect all servicing, inspection and maintenance records thereof, involved in the provision of the Services pursuant to the Contract.
- A19.18.3 The Customer may observe operations on the Supplier's Site including transport operations and (subject to any necessary authorisation under the Regulation of Investigatory Powers Act 2000 (as amended from time to time)) to observe them covertly during pre-arranged site hours.
- A19.19 The Supplier shall throughout the Contract Period demonstrate and maintain a properly documented and effective system of quality assurance in relation to the Services.
- A19.20 The Supplier shall meet or exceed the requirements detailed in this Specification and shall achieve and maintain for the Term of the Framework Agreement and Contracts Period, certification or accreditation as appropriate to the following standards including any superseding versions (or direct equivalents):
 - i. BS ISO 9001

- ii. BS ISO 14001
- iii. BS ISO 45001
- iv. SSIP registration

A20 Health and Safety

- A20.1 The Supplier shall ensure all Staff are provided with adequate health and safety training to ensure competency as regards health and safety related to the provision of the Services. The Supplier shall ensure that Staff shall be provided with adequate health and safety training on being recruited and on their being exposed to new or increasing risks. The training shall be repeated periodically where appropriate.
- A20.2 The Supplier shall ensure Staff are provided with such health surveillance as is appropriate having regards to the risks to their health and safety as identified within the appropriate risk assessment.
- A20.3 The Supplier shall ensure that tools and equipment are fit for purpose, in good working order and well maintained, suitable for their intended use and comply with the required legislation.
- A20.4 The Supplier shall have in place such Site Rules and traffic management systems as are necessary to avoid injury to pedestrians or damage to other vehicles caused by vehicles that are driving on or reversing at the Treatment Facility.
- A20.5 The Supplier shall ensure that the reversing of vehicles at the Treatment Facility is subject to a safe system of work.
- A20.6 The Supplier shall ensure that all operators of plant and equipment at the Treatment Facility have received adequate instruction and training, and are capable of operating their vehicles, machinery and related equipment safely.
- A20.7 The Supplier shall ensure all Authorised Vehicles, vehicles, plant and equipment are suitable for their intended purpose, in good working order and properly maintained and serviced in accordance with the manufacturer's guidance and the requirement of any relevant legislation.
- A20.8 The Supplier shall make a suitable and sufficient risk assessment of all manual handling activities undertaken by Staff on the Treatment Facility.
- A20.9 The Supplier shall ensure that, so far as is reasonably practicable, all work on the Treatment Facility is carried out in such a manner as to be without risk to the safety or health of site occupants, visitors, or of persons engaged in the operations.
- A20.10 The Supplier shall ensure that all drivers delivering Food Waste to the Treatment Facility, and any visitors to the Treatment Facility, undertake a site induction covering the Site Rules, traffic management systems and such safe systems of work as may be in force at the Treatment Facility.
- A20.11 The Customer reserves the right for any health and safety officer designated by the Customer's Senior Manager or the Customer's Contract Officer to visit the Treatment Facility within pre-arranged working hours to examine the method of working being employed by the Supplier and its Staff.

- A20.12 The designated Health and Safety Officer in paragraph A20.11 shall be empowered to suspend the provision of the Services provided pursuant to a Contract in the event of non-compliance by the Supplier with its legal duties in health and safety matters in accordance with the terms of the Contract. The Supplier shall not resume provision of the Services until the designated health and safety officer is satisfied that the non-compliance has been rectified. Any costs or expenses incurred by the Customer during or as a direct or indirect result of such suspension will be recoverable from the Supplier in accordance with the usual Purchase Order process.
- A20.13 The Supplier shall provide a statement of safe working practice for the operations they will undertake to deliver the Services prior to the commencement of any Contract.
- A20.14 The Supplier shall ensure that its Staff, sub-contractors and agents comply with Site Rules, safety regulations and requirements and shall use all reasonable endeavours to ensure that all persons visiting the Treatment Facility are aware of and comply with such Site Rules, safety regulations and requirements. The Supplier shall promptly inform the Customer of any persistent breach of those requirements by any person delivering Food Waste pursuant to a Contract and will take such action as it considers necessary in the circumstances.
- A20.15 The Supplier shall notify the Customer's Contract Officer and the Customer's Senior Manager within one Business Hour in the event of any RIDDOR incident at the Treatment Facility. The Supplier will follow up such initial notice with a formal written notification within 10 Working Days, detailing the nature of the incident, date and time of the incident, the ensuing investigation by the Supplier, and the results and outcomes of such investigation.

Table A1**Key Performance Indicators**

KPI No.	Key Performance Indicator	Agreement Reference	Service Failure	Monitoring Period	Reporting Frequency	Resolution Period	Performance Failure Points per Occurrence (per Resolution Period)
A1	Contract Waste Collection	Paragraph A6.7	Failure to collect Contract Waste from a Waste Transfer Station resulting in inadequate capacity for depositing Food Waste in Storage Container (for example, overflow and/or Food Waste on the floor)	Continuous	Monthly	One Working Day	1000
A2	Leaking Storage Container	Paragraph A6.3	Failure to acknowledge leaking Storage Container within 2 hours of notification by Customer, and 24 hours to repair or replace.	Continuous	Monthly	3 hours	1000
A3	Provision of Reports	Paragraph A16.2	Failure to provide Performance and Management Report within 5 Working Days following the end of the relevant Service Period	Monthly	Monthly	5 Working Days	150
A4	Reporting Errors	Paragraphs A16.12	Submission of a Performance and Management Report containing errors	Monthly	Monthly	5 Working Days	150
A5	Authorised Vehicles	Paragraph A3.5	A vehicle not on the Authorised Vehicle List attempts to collect Contract Waste or Contract Waste (Liquor) from a Council operated Waste Transfer Station	Continuous	Monthly	One Working Day	150
A6	Provision of Weighbridge Tickets	Paragraph A5.5	Failure to provide a correctly completed Treatment facility Weighbridge Ticket for each	Continuous	Monthly	One Working Day	150

			consignment of Contract Waste and Contract Waste (Liquor) received at the Treatment Facility				
A7	Reporting Omissions	Paragraphs A19.5.2 and A19.5.6	Submission of a Performance Monitoring Report which does not report an occurred Performance Failure	Monthly	Monthly	5 Working Days	300
A8	Waste Acceptance	Paragraph A1.2	Failure to accept Contract Waste at Treatment Facility	Continuous	Monthly	1 Hour	1000

Lot	Lot Description
1a	Newcastle under Lyme Borough Council; Direct delivery to treatment facility
1b	Newcastle under Lyme Borough Council; Supplier provided transfer station
1c	Newcastle under Lyme Borough Council; Council provided transfer station
2a	Cannock Chase District Council; Direct delivery to treatment facility
2b	Cannock Chase District Council; Supplier provided transfer station
2c	Cannock Chase District Council; Council provided transfer station
3a	East Staffordshire Borough Council; Direct delivery to treatment facility
3b	East Staffordshire Borough Council; Supplier provided transfer station
3c	East Staffordshire Borough Council; Council provided transfer station
4a	Lichfield District Council West of A38; Direct delivery to treatment facility
4b	Lichfield District Council West of A38; Supplier provided transfer station
4c	Lichfield District Council West of A38; Council provided transfer station
5a	Tamworth Borough Council and Lichfield District Council East of A38; Direct delivery to treatment facility
5b	Tamworth Borough Council and Lichfield District Council East of A38; Supplier provided transfer station
5c	Tamworth Borough Council and Lichfield District Council East of A38; Council provided transfer station
6a	South Staffordshire District Council and Lichfield District Council East of A38; Direct delivery to treatment facility
6b	South Staffordshire District Council; Supplier provided transfer station
6c	South Staffordshire District Council; Council provided transfer station
7a	Stafford Borough Council; Direct delivery to treatment facility
7b	Stafford Borough Council; Supplier provided transfer station
7c	Stafford Borough Council; Council provided transfer station
8a	Staffordshire Moorlands District Council; Direct delivery to treatment facility

8b	Staffordshire Moorlands District Council; Supplier provided transfer station
8c	Staffordshire Moorlands District Council; Council provided transfer station
9a	Stoke on Trent City Council; Direct delivery to treatment facility
9b	Stoke on Trent City Council; Supplier provided transfer station
9c	Stoke on Trent City Council; Council provided transfer station

Part 2 Supplier's Lots

Appendix 1: The Supplier Lot(s)

Lot	Lot Description
1a	Newcastle under Lyme Borough Council; Direct delivery to treatment facility
1c	Newcastle under Lyme Borough Council; Council provided transfer station
3c	East Staffordshire Borough Council; Council provided transfer station
8c	Staffordshire Moorlands District Council; Council provided transfer station
9a	Stoke on Trent City Council; Direct delivery to treatment facility
9c	Stoke on Trent City Council; Council provided transfer station

Appendix 2: The Supplier's Tender

Schedule 2 Lots and Award Criteria

The Lots have been awarded as follows:

NAME OF LOT	FRAMEWORK PROVIDERS AND THEIR RANKING	TOTAL SCORE ACHIEVED
Lot 1a	Hemswell Biogas Ltd	96.80%
Lot 1c	Hemswell Biogas Ltd	96.80%
Lot 2a	Biffa Waste Services	93.60%
Lot 2c	Fernbrook Bio Ltd	93.60%
Lot 3a	Severn Trent Green Power Group	93.60%
Lot 3c	Hemswell Biogas Ltd	92.00%
Lot 4a	Biffa Waste Services	95.20%
Lot 4c	Fernbrook Bio Ltd	94.40%
Lot 5a	Biogen UK Ltd	95.20%
Lot 5c	Fernbrook Bio Ltd	94.40%
Lot 6a	Biffa Waste Services	94.40%
Lot 6c	Fernbrook Bio Ltd	96.00%
Lot 7a	Biffa Waste Services	94.40%
Lot 7c	Fernbrook Bio Ltd	94.40%
Lot 8a	Biffa Waste Services	95.20%
Lot 8c	Hemswell Biogas Ltd	96.00%
Lot 9b	Hemswell Biogas Ltd	95.20%
Lot 9c	Hemswell Biogas Ltd	95.20%

Part 1 Standard Services Award Criteria (All Lots)

Criterion number	Criterion	Percentage weightings (or rank order of importance where applicable)
1	Price	100%

Schedule 3 Pricing Matrices

Lot 1a and 1c

Lot 3c

Lot 8c

Lot 9a and 9c

Pricing revisions

A17 Adjustment and Indexation calculations

A17.1 The Supplier will submit (in the pricing schedule) the Gate Fee for food waste per option per Lot for the Initial Contract Period of the contract.

A17.2 Both the Gate Fee and Haulage Fee (where applicable) submitted by the Supplier shall be fixed during the Initial Contract Period. For every subsequent year of the contract, there will be an annual price review. Price review shall be applied annually from the 1st April following the first anniversary of the Commencement Date.

A17.3 The annual price review will subject the base Gate Fee to one of two options;

- a) Base Gate Fee increased by the percentage increase (if any) in the Consumer Price Index (CPI) using the month of November (referred to below as “Index”) published by the Office of National Statistics, www.ons.gov.uk.
- b) Base Gate Fee is replaced by a more representational fee calculated by using an average of the median monthly price, for the previous calendar year of the let'srecycle.com index 'Windrow, IVC and AD prices' (or such other as may replace it).

A17.3.1 The choice between option a or option b as above in A17.3 shall be determined through mutual agreement by the Provider and the Contract Holder. This is to ensure that the contract remains industry relevant and affordable to both parties at a time of great change in the market / industry.

A17.3.2 Where the Primary Delivery Point is a Waste Transfer Station, a Haulage Fee per tonne, will apply. The submitted Haulage Fee shall annually be increased

by the percentage increase (if any) in the Consumer Price Index (CPI) using the month of November (referred to below as “Index”) published by the Office of National Statistics, www.ons.gov.uk.

- A17.5 Calculation of CPI indexation shall be in accordance with the following formula:

New Rate = Old Rate x (Index 2 / Index 1)

New Rate = The Rate to be calculated for the new Year commencing 1st April

Old Rate = The Rate for the previous Year commencing 1st April

Index 2 = the figure for the Index as at November preceding the New Year

Index 1 = the figure for the Index as at November preceding the previous Year

Thus, for example:

Rate for 1st April 2027 = Rate for 1st April 2026 x (Index for November 2026 / Index for November 2025)

- A17.6 Subsequent Indexation adjustments will apply at intervals of twelve (12) months on the 1st April each year.

- A17.7 The rate of conversion between Performance Failure Points (PFP) and Performance Payments (PP) shall be fixed at £1 for approximately 12 months from the Commencement Date of the Framework Agreement. Indexation will then be applied to the initial rate of conversion (£1) annually in a similar manner to that outlined in paragraphs A17.5.1 to A17.6 above.

Schedule 4 Order Form

ORDER FORM: ALL DETAILS REQUIRED FOR THE PURPOSES OF THE ORDER FORM TO BE COMPLETED.

Framework Agreement

FROM

Customer:	
Service address:	
Invoice address:	
Authorised Representative:	Ref: Phone: E-mail:
Order number:	To be quoted on all correspondence relating to this Order:
Order date:	

TO

Supplier:	[SERVICE SUPPLIER'S NAME]
For the attention of: E-mail: Telephone number:	
Address:	
1. SERVICES REQUIREMENTS	
(1.1) Services [and deliverables] required:	
(1.2) Service Commencement Date:	
(1.3) Price payable by Customer and payment profile:	
(1.4) Completion date (including any extension period or periods):	

2 ADDITIONAL REQUIREMENTS
(2.1) Supplemental requirements in addition to Call-off Terms and Conditions:
(2.2) Variations to Call-off Terms and Conditions:
3. PERFORMANCE OF THE SERVICES AND DELIVERABLES
(3.1) Key personnel of the Supplier to be involved in the Services and deliverables:
(3.2) Performance standards:
(3.3) Location(s) at which the Services are to be provided:
(3.4) Quality standards:
(3.5) Contract monitoring arrangements:
(3.6) Management Information and meetings
4. CONFIDENTIAL INFORMATION
(4.1) The following information shall be deemed Confidential Information:
(4.2) Duration that the information shall be deemed Confidential Information:

BY SIGNING AND RETURNING THIS ORDER FORM THE SERVICE SUPPLIER AGREES to enter a legally binding contract with the Customer to provide to the Customer the Services specified in this Order Form (together with, where completed and applicable, the mini-competition order (additional requirements) set out in section 2 of this Order Form) incorporating the rights and obligations in the Call-off Terms and Conditions set out in the Framework Agreement entered into by the Supplier and the Authority on

For and on behalf of the Supplier:

Name and title	
Signature	

Date	
Supplier's Authorised Representative for the Contract (if different)	[NAME]

For and on behalf of the Customer:

Name and title	
Signature	
Date	

Appendix 1: Specification for the Services

Appendix 2: Supplier's Tender

Schedule 5 Call-off Terms and Conditions – See separate document

Schedule 6 Form of Sustainability Report

Schedule 7 Framework Agreement Variation Procedure

1. Introduction

- 1.1 **Schedule 7** details the scope of the variations permitted and the process to be followed where the Authority proposes a variation to the Framework Agreement.
- 1.2 The Authority may propose a variation to the Framework Agreement under **Schedule 7** only where the variation does not amount to a material change in the Framework Agreement or the Services.

2. Procedure for proposing a variation

- 2.1 Except where paragraph **5** applies, the Authority may propose a variation using the procedure contained in this paragraph **2**.
- 2.2 In order to propose a variation, the Authority shall serve each Framework Provider with written notice of the proposal to vary the Framework Agreement (**Notice of Variation**).
- 2.3 The Notice of Variation shall:
 - (a) contain details of the proposed variation providing sufficient information to allow each Framework Provider to assess the variation and consider whether any changes to the prices set out in its Pricing Matrices are necessary; and
 - (b) require each Framework Provider to notify the Authority within fourteen (14) days of any proposed changes to the prices set out in its Pricing Matrices.
- 2.4 On receipt of the Notice of Variation, each Framework Provider has fourteen (14) days to respond in writing with any objections to the variation.
- 2.5 Where the Authority does not receive any written objections to the variation within the timescales detailed in paragraph **2.4**, the Authority may then serve each Framework Provider with a written agreement detailing the variation to be signed and returned by each Framework Provider within fourteen (14) days of receipt.
- 2.6 On receipt of a signed agreement from each Framework Provider, the Authority shall notify all Framework Providers in writing of the commencement date of the variation.

3. Objections to a variation

In the event that the Authority receives one or more written objections to a variation, the Authority may:

- (a) withdraw the proposed variation; or
- (b) propose an amendment to the variation.

4. Changes to the Pricing Matrices

- 4.1 Where a Framework Provider can demonstrate that a variation would result in a change to the prices set out in its Pricing Matrices, the Authority may require further evidence from the Framework Provider that any additional costs to the Framework Provider will be kept to a minimum.
- 4.2 The Authority may require the Framework Provider to meet and discuss any proposed changes to the Pricing Matrices that would result from a variation.
- 4.3 Where a change to a Framework Provider's Pricing Matrices is agreed by the Authority, the Authority shall notify its acceptance of the change to the Framework Provider in writing.
- 4.4 In the event that the Authority and the Framework Provider cannot agree to the changes to the Pricing Matrices, the Authority may:
 - (a) withdraw the variation; or
 - (b) propose an amendment to the variation.

5. Variations that are not permitted

In addition to the provisions contained in paragraph 1.2, the Authority may not propose any variation that:

- (a) may prevent one or more of the Framework Providers from performing its obligations under the Framework Agreement; or
- (b) is in contravention of any Law.

Schedule 8 Suppliers Tender

As attached to this Schedule and/or includes the Council's Form of Tender and the Provider's Tender contained within the Council's eProcurement system which are incorporated into this Agreement by reference