

WOODEN MARBLES FRAMEWORK

FORESTRY COMMISSION REFERENCE FCCN003658

THIS SERVICE AGREEMENT is dated 23rd September 2025

PARTIES

- (1) **FORESTRY ENGLAND**, the operative component of the Forestry Commission, which acts in exercise of the powers contained in the Forestry Act 1967, of 620 Bristol Business Park, Coldharbour Lane, Bristol, BS16 1EJ (**Commission**); and
- (2) **WOODEN BALLS LTD** incorporated and registered in England and Wales Scotland with company number 16181762 whose registered office is at Southleigh Farm Birchwood Lane, Bristol, BS39 4NF (**Supplier**).

AGREED TERMS

1 DEFINITIONS AND INTERPRETATION

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

Audit:	means an audit carried out pursuant to clause 18.
Auditor:	means the Commission's internal and external auditors, including the Commission's statutory or regulatory auditors, any party formally appointed by the Commission to carry out audit or similar review functions and the successors or assigns.
Authorised Access Routes	the roads the Supplier can use in order to perform the Services, which may be owned by the Commission or a third party.
Authorised Representative:	means the persons respectively designated as such by the Commission and the Supplier, the first such persons being set out in the Specification.
Award Criteria:	means the Standard Services Award Criteria and/or the Competed Services Award Criteria as the context requires.
Business Days:	means any day other than a Saturday, Sunday or public holiday in England and Wales.
Change of Control:	means a change of control within the meaning of section 1124 of the Corporation Tax Act 2010.
Commencement Date:	means 23 rd September 2025
Competed Services:	means the competed services set out in the Specification.
Competed Services Award	means the award criteria to be applied to Supplemental Tenders received through mini-competitions held for the award of Contracts for

Criteria:	Competed Services as set out in Schedule 3.
Complaint:	means any formal complaint raised by any Customer in relation to the performance under the Framework Agreement or any Contract in accordance with clause 28.
Confidential Information:	means any information of either party, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel and 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 Framework Agreement and each Contract 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.
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 and the terms and conditions set out in this Framework Agreement (as may be amended pursuant to clause 4.3, with such amendments being set out in the Order Form), such terms being expressly incorporated into every Contract.
Contract Notice	the contract notice published by the Commission on the UK e-notification service with the reference set out above inviting providers of the Services to supply the Services to the Customer.
Contract Period:	the period from the Service Commencement Date to: (a) the date of expiry set out in the Order; (b) following an extension pursuant to the Order Form, the date of expiry of the extended period; or (c) such earlier date of termination or partial termination of the Contract in accordance with the Law or the provisions of the Order Form.
Contract Price:	the price (exclusive of any applicable VAT), payable to the Supplier by the Customer under the Contract, as set out in the Order Form, for the full and proper performance by the Supplier of its obligations under the Contract.
Contract Year:	any 12-month period starting on the Service Commencement Date and on each anniversary of the Service Commencement Date.
Controller:	as defined in the Data Protection Legislation.
Customer:	means the Commission
Customer	any materials, plant or equipment owned or held by the Customer and provided by the Customer to the Supplier for use in providing the

Assets	Services, as identified in the Order or as otherwise agreed in writing between the parties to a Contract from time to time.
Customer's Premises	the premises identified in the Order which are to be made available for use by the Supplier for the provision of the Services on the terms set out in this Framework Agreement.
Data Protection Legislation:	(i) all applicable UK law relating to the processing of personal data and privacy, including but not limited to the UK GDPR; the Data Protection Act 2018 (DPA 2018) to the extent that it relates to processing of personal data and privacy; and (ii) (to the extent that it may be applicable) the EU GDPR). The UK GDPR and EU GDPR are defined in section 3 of the DPA 2018.
Data Subject:	shall have the same meaning as set out in the Data Protection Legislation.
Default:	means any breach of the obligations of the relevant party under a Contract (including fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or negligent statement of the relevant party, a Subcontractor or the Supplier Personnel 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.
Deliverables:	those deliverables listed in the Order Form.
Domestic Law:	the law of the United Kingdom or a part of the United Kingdom.
Environmental Information Regulations or EIRs:	mean the Environmental Information Regulations 2004 (SI 2004/3391) together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.
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/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.
Force Majeure:	any circumstance preventing the Commission, or the Supplier (as appropriate) from performing any or all of its obligations under this Agreement which arises from or is attributable to circumstances beyond the reasonable control of the Commission, or the Supplier (as appropriate) including, without limitation: (a) acts of God, flood, drought, earthquake or other natural disaster; (b) epidemic or pandemic; (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (d) nuclear, chemical or biological contamination or sonic boom;

- (e) any law or action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition;
- (f) collapse of buildings, fire, explosion or accident; and
- (g) any labour or trade dispute, strikes, industrial action or lockouts (excluding any labour or trade dispute, strike, industrial action or lockout confined to the Supplier's workforce or the workforce of any Sub-Contractor of the Supplier).

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

Framework Agreement Variation Procedure: means the procedure set out in clause 16.

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.

Health and Safety Law all laws and regulations (and any codes of practice, circulars or guidance notes issued (including any issued or approved by the Health & Safety Executive or any equivalent body)) which relate to health and safety or the conduct of forestry operations or such other operations or processes included in the Services and all judicial and administrative interpretations of any of the above.

Health and Safety Policy the health and safety policy of the Commission that the Commission has provided to the Supplier on or before the Commencement Date, as updated and notified to the Supplier from time to time.

Guidance: means any guidance issued or updated by the UK government from time to time in relation to the Regulations.

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

Insolvency Event where:

- (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 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 Insolvency Act 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 its creditors;

- (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);
- (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 if an administrator is appointed, over the Supplier (being a company, partnership or limited liability partnership);
- (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 the assets of the Supplier or a receiver is appointed over the assets of the Supplier;
- (g) the Supplier (being an individual) is the subject of a bankruptcy petition 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 other party's assets and such attachment or process is not discharged within 10 Business 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 (a) to (h) (inclusive);
- (j) the Supplier suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
- (k) the Supplier (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.

**Intellectual
Property Rights:**

means patents, inventions, trade marks, service marks, logos, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registrable or not in any country (including the United Kingdom) and the right to sue for passing off.

Law:	the laws of England and Wales 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 Contract Notice and set out in the Specification.
Management Information:	means the management information specified in the Specification (if any).
Modern Slavery Act	shall mean the Modern Slavery Act 2015.
Modern Slavery Practice	shall mean any practice that amounts to: (a) slavery or servitude (each as construed in accordance with Article 4 of the Convention for the Protection of Human Rights and Fundamental Freedoms of 4 November 1950 as amended); (b) forced or compulsory labour (as defined by the International Labour Organisation's Forced Labour Convention 1930 (No.29) and Protocol); (c) human trafficking; or (d) the arranging or facilitation of the travel of another person with a view to that person being exploited.
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 4.6.
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. Holding Company: shall have the meaning ascribed by section 1159 of the Companies Act 2006 or any statutory re-enactment or amendment thereto.
Personal Data:	as defined in the Data Protection Legislation.
Processor:	as defined in the Data Protection Legislation.
Pricing Matrices:	means the pricing matrices set out in Schedule 2.
Prohibited Act:	the following constitute Prohibited Acts: (a) to directly or indirectly offer, promise or give any person working for or engaged by the Commission a financial or other advantage to: (i) induce that person to perform improperly a relevant function or activity; or (ii) reward that person for improper performance of a

relevant function or activity;

- (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Framework Agreement;
- (c) committing any offence:
 - (i) under the Bribery Act 2010;
 - (ii) under legislation creating offences concerning fraudulent acts relating to this Framework Agreement or any other contract with the Commission;
 - (iii) at common law concerning fraudulent acts relating to this Framework Agreement or any other contract with the Commission; or
 - (iv) of defrauding attempting to defraud or conspiring to defraud the Commission (including offences by the Supplier under Part 3 of the Criminal Finances Act 2017).
- (d) any activity, practice or conduct which would constitute one of the offences listed under (c) if such activity, practice or conduct had been carried out in the UK.

Policies/Policy	those mandatory policies of the Commission that are listed in the Specification, as updated by the Commission and notified to the Supplier from time to time.
Public Sector Body	a body listed under the Central Government classification or Local Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics.
Regulated Activity	in relation to children shall have the same meaning as set out in Part 1 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006 and in relation to vulnerable adults shall have the same meaning as set out in Part 2 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006.
Regulated Activity Provider	has the same meaning as set out in section 6 of the Safeguarding Vulnerable Groups Act 2006.
Regulations:	means the Public Contracts Regulations 2015 (SI 2015/102).
Relevant Transfer	a relevant transfer for the purposes of TUPE.
Representatives	in relation to a party, its employees, officers, contractors, subcontractors, representatives and advisors.
Requests for	means a request for information or an apparent request under the FOIA

Information:	or the EIRs.
Specification:	the specifications relating to the Services as set out or cross referenced in Schedule 1.
SQ Response:	means the response to the standard selection questionnaire submitted by the Supplier to the Commission in response to the Contract Notice.
Service Commencement Date:	the service commencement date set out in the Order Form.
Services:	means the services detailed in the Specification.
Standard Services:	means the standard services referred to in Specification.
Standard Services Award Criteria:	means the award criteria to be applied for the award of Contracts for Standard Services as set out in Schedule 3.
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.
Supplemental Tender:	means the documents submitted to a Customer in response to the Customer's invitation to Framework Providers for formal offers to supply it with Competed Services (if any).
Supplier's Lots:	means the lots to which the Supplier has been appointed under this Framework Agreement as set out in the Specification.
Supplier Equipment	the equipment owned, leased and/or operated by the Supplier in the performance of the Services.
Supplier Personnel:	means all employees, staff, other workers, agents and consultants of the Supplier and of any Sub-Contractors who are engaged in the provision of the Services from time to time.
Tender:	means the tender submitted by the Supplier to the Commission in response to the Contract Notice.
Term:	the period commencing on the Commencement Date and ending on 22 nd September 2029 or on the earlier termination of this Framework Agreement.
Timber	the timber (if any) that is used by the Supplier in the performance of its obligations under this Framework Agreement and which shall meet the conditions and quality set out in clause 10 and the Specification (if applicable).

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

VAT: value added tax in accordance with the provisions of the Value Added Tax Act 1994.

- 1.2 Clause, Schedule and paragraph headings are for ease of reading only and shall not affect the interpretation of this Framework Agreement.
- 1.3 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 includes the Schedules.
- 1.4 Each Contract incorporates the terms of this Framework Agreement in full (as amended and varied by the Order Form, subject to clause 4.3.3) and, unless the context requires otherwise, references in this Framework Agreement to the Framework Agreement shall be read and construed as references to this Framework Agreement and/or the Contract and references to the Contract shall be read and construed as the Contract incorporating the terms of the Framework Agreement.
- 1.5 Unless expressly said 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.
- 1.6 A reference to **writing** or **written** includes e-mail.
- 1.7 Any obligation in this Framework Agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.8 A reference to this Framework Agreement or to any other agreement or document is a reference to this Framework Agreement or such other agreement or document as updated and varied from time to time.
- 1.9 References to clauses and Schedules are to the clauses and Schedules of this Framework Agreement and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.10 Any words following the terms including, include, in particular or any similar expression shall be construed as illustrative only and shall not effect or limit the sense of those words.

PART ONE: FRAMEWORK ARRANGEMENTS AND AWARD PROCEDURE

2 TERM OF FRAMEWORK AGREEMENT AND EACH CONTRACT

- 2.1 This Framework Agreement shall start on the Commencement Date and, unless terminated earlier in accordance its terms, shall continue for the Term.
- 2.2 A Contract shall commence on the Service Commencement Date and shall expire automatically on the date set out in the Order Form unless it is otherwise terminated earlier in accordance with the provisions of the Contract or extended in accordance with clause 2.3.

- 2.3 The Customer may, by giving written notice to the Supplier not less than the period stipulated in the Order Form before the last day of the Contract Period, extend the Contract Period for any further period or periods specified in the Order Form. The provisions of the Contract will apply throughout any such extended period.

3 SCOPE OF FRAMEWORK AGREEMENT AND CONTRACTS

This clause applies to the Framework Agreement only and is not incorporated in a Contract.

- 3.1 This Framework Agreement governs the relationship between the Commission and the Supplier in respect of the provision of the Services by the Supplier to Customers.
- 3.2 The Commission 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.
- 3.4 If and to the extent that any Services under this Framework Agreement are required, each and every Customer shall:
- 3.4.1 enter into a contract with the Supplier for these Services materially in accordance with the terms of the Contract; and
- 3.4.2 comply with the ordering procedure in clause 4.
- 3.5 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.

4 AWARD PROCEDURES

This clause applies to the Framework Agreement only and is not incorporated in a Contract.

Awards under the Framework Agreement

- 4.1 If a Customer decides to source Services through the Framework Agreement then it may:
- 4.1.1 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
- 4.1.2 satisfy its requirements for Competed Services by awarding a Contract following a mini-competition conducted in accordance with the requirements of clause 4.3.

Standard Services (awards without re-opening competition)

4.2 Any Customer ordering Standard Services under this Framework Agreement without re-opening competition shall:

- 4.2.1 identify the relevant Lot which its Standard Services requirements fall into;
- 4.2.2 send an Order to the Framework Provider ranked highest following the evaluation of its Tender as set out in Schedule 3;
- 4.2.3 if the Framework Provider who was ranked highest is not able to provide the Services, send an Order to the Framework Provider ranked next highest;
- 4.2.4 repeat the process set out in clause 4.2.3 until the Order is fulfilled or there are no further Framework Providers qualified to fulfil it.

Competed Services (awards following mini-competitions)

4.3 Any Customer ordering Competed Services under the Framework Agreement shall:

- 4.3.1 identify the relevant Lot(s) that its Competed Services requirements fall into;
- 4.3.2 identify the Framework Providers capable of performing the Contract for the Competed Services requirements;
- 4.3.3 supplement and refine the terms and conditions set out in this Framework Agreement only insofar as they apply to the Contract and the Services that are the subject of the Order and only to the extent permitted by and in accordance with the requirements of the Regulations and Guidance;
- 4.3.4 invite tenders by conducting a mini-competition for its Competed Services requirements in accordance with the Regulations and Guidance and in particular:
 - 4.3.4.1 consult in writing the Framework Providers capable of performing the Contract for the Competed Services requirements and invite them within a specified time limit to submit a Supplemental Tender;
 - 4.3.4.2 set a time limit for the receipt by it of the Supplemental Tenders which takes into account factors such as the complexity of the subject matter of the Contract and the time needed to submit tenders; and
 - 4.3.4.3 keep each Supplemental Tender confidential until the expiry of the time limit for the receipt by it of the Supplemental Tenders;
- 4.3.5 apply the Competed Services Award Criteria to any compliant Supplemental Tenders submitted through the mini-competition; and
- 4.3.6 subject to clause 4.5 place an Order with the successful Framework Provider.

4.4 The Supplier agrees that all Supplemental Tenders submitted by the Supplier in

relation to a mini-competition held pursuant to this clause 4 shall remain open for acceptance for 30 days (or such other period specified in the invitation to tender issued by the relevant Customer in accordance with this clause 4).

- 4.5 Notwithstanding the fact that the Customer has followed the procedure set out above for Competed Services, the Customer may cancel, postpone, delay or end the procedure without placing an Order for Services or awarding a Contract. Nothing in this Framework Agreement shall oblige any Customer to place any Order for Services.

Form of Order

- 4.6 Subject to clause 4.1 to **Error! Bookmark not defined.****Error! Reference source not found.**, 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

- 4.7 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 Business Days) acknowledge receipt of the Order and either:

4.7.1 notify the Customer in writing and with detailed reasons that it is unable to fulfil the Order; or

4.7.2 notify the relevant Customer that it is able to fulfil the Order by signing and returning the Order Form.

- 4.8 If the Supplier:

4.8.1 notifies the Customer that it is unable to fulfil an Order; or

4.8.2 the time limit referred to in clause 4.7 has expired;

then the Order shall lapse and the relevant Customer may then send that Order to another Framework Provider in accordance with the procedure set out in clause 4.2.4.

- 4.9 If the Supplier modifies or imposes conditions on the fulfilment of an Order, then the Customer may either:

4.9.1 reissue the Order incorporating the modifications or conditions; or

4.9.2 treat the Supplier's response as notification of its inability to fulfil the Order and the provisions of clause 4.8 shall apply.

- 4.10 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 At all times during the Contract Period the Supplier shall be an independent service provider and nothing in the Contract shall create a contract of employment, a relationship of agency or partnership or a joint venture between the parties. Neither party shall be authorised to act in the name of, or on behalf of, or otherwise bind the other party except as expressly permitted by the terms of the Contract.
- 5.2 The Supplier shall perform all Contracts entered into with a Customer in accordance with (or procure that they are provided with):
 - 5.2.1 the Customer's requirements as set out in the Contract in consideration for the payment of the Contract Price. The Customer may inspect and examine the manner in which the Supplier supplies the Services at the Customer's Premises during normal business hours on reasonable notice;
 - 5.2.2 the terms and conditions of this Framework Agreement, which are, unless the context requires otherwise, expressly incorporated into each Contract;
 - 5.2.3 all reasonable skill and care, in a professional manner and in accordance with good industry practice;
 - 5.2.4 in all respects in accordance with the Policies; and
 - 5.2.5 in accordance with all applicable Law.
- 5.3 The Supplier acknowledges that it has made its own enquiries to satisfy itself as to the accuracy and adequacy of any information supplied to it by or on behalf of the Customer before submitting its Tender so as to be satisfied in relation to all matters connected with the performance of its obligations under the Contract.
- 5.4 The Supplier shall ensure that all Supplier Personnel supplying the Services shall do so with all due skill, care and diligence and shall possess such qualifications, skills and experience as are necessary for the proper supply of the Services.
- 5.5 The timely supply of the Services shall be of the essence of the Contract, including in relation to commencing the supply of the Services within the time agreed or on a specified date.
- 5.6 In the event a Complaint is received about the standard of the Services, without prejudice to any other rights the Commission may have, the Commission shall investigate the Complaint. The Commission may, in its sole discretion, uphold the Complaint and take such action that it deems as appropriate in the circumstances.
- 5.7 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:
 - 5.7.1 the Order Form except the Appendix (Supplemental Tender) to the Order Form;
 - 5.7.2 the terms of this Framework Agreement;

- 5.7.3 the Specification / Schedule 1; and
- 5.7.4 the remaining Schedules to the Framework Agreement and the appendix to the Order Form.

SUPPLIER'S GENERAL FRAMEWORK OBLIGATIONS

6 WARRANTIES AND REPRESENTATIONS

6.1 The Supplier warrants and represents to the Commission that:

- 6.1.1 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 and each Contract;
- 6.1.2 this Framework Agreement is and each Contract and shall be executed by a duly authorised representative of the Supplier;
- 6.1.3 in entering into this Framework Agreement or any Contract it has not committed any Prohibited Act;
- 6.1.4 as at the Commencement Date, all information, statements and representations contained in the Tender and the SQ Response are true, accurate and not misleading save as may have been specifically disclosed in writing to the Commission before the execution of this Framework Agreement and it will promptly advise the Commission 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;
- 6.1.5 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 Commission.
- 6.1.6 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;
- 6.1.7 it shall at all times act with good faith in respect of this Framework Agreement. This shall include the Supplier dealing honestly with the Commission, tell the truth at all times and report their own breaches of this Framework Agreement and/or a Contract to the Commission;
- 6.1.8 the execution and performance of this Framework Agreement and each Contract shall not violate any Law or breach any other agreement known to the Supplier; and
- 6.1.9 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 SERVICE PRE-REQUISITES

- 7.1 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 the Commission shall not (unless otherwise agreed in writing) incur any additional costs associated with obtaining, maintaining or complying with the same.
- 7.2 Where there is any conflict or inconsistency between the provisions of this Framework Agreement and the requirements of a licence, authorisation, consent or permit, then the latter shall prevail.

8 COMPLIANCE WITH APPLICABLE LAWS AND POLICIES

Health and Safety

- 8.1 The Supplier shall (and shall procure that the Supplier Personnel shall) perform its obligations under this Framework Agreement and each Contract in accordance with:
 - 8.1.1 all applicable Health and Safety Law; and
 - 8.1.2 the Health and Safety Policy while at the Customer's Premises.
- 8.2 Each party shall notify the other as soon as practicable and in any event within one Business Day of any health and safety incidents or material health and safety hazards at the Customer's Premises of which it becomes aware. The Supplier shall instruct the Supplier Personnel to adopt any necessary safety measures in order to manage and mitigate any such material health and safety hazards.
- 8.3 Without prejudice to the Commission's other rights or remedies under this Framework Agreement and the Health and Safety Policy, if the Commission becomes aware of any breach or alleged or potential breach of Health and Safety Law and/or the Health and Safety Policy by the Supplier and/or the Supplier's Personnel while the Supplier is performing the Services (a **Health and Safety Breach**), the Commission may, by sending written notice to the Supplier, suspend the performance of this Services, and all corresponding payment obligations, while it investigates the Health and Safety Breach. The Commission shall classify the severity of the Health and Safety Breach and may, in its absolute discretion:
 - 8.3.1 instruct the Supplier to remedy the Health and Safety Breach before recommencing the Services at the Supplier's cost and expense;
 - 8.3.2 instruct the Supplier, at its costs and expense, to change its working practices when it recommences the Services to ensure the Health and Safety Breach is remedied and/or prevented from occurring in the future;
 - 8.3.3 perform the Services itself (in whole or in part) or supplement the Services itself to ensure that the Health and Safety Breach is remedied adequately. Unless agreed otherwise, any additional costs incurred by the Commission in fulfilling this clause 8.3.3 shall be borne by the Supplier; and/or
 - 8.3.4 engage an alternative Framework Provider to perform the Services (in

whole or in part) until it has fully investigated and remedied the Health and Safety Breach. Unless agreed otherwise, any additional costs incurred by the Commission in fulfilling this clause 8.3.4 shall be borne by the Supplier.

- 8.4 Following an investigation into the Health and Safety Breach, and without prejudice to the Commission's other rights and remedies, including those set out in clause 8.3 above, the Commission may:
- 8.4.1 if applicable, exercise its rights to terminate this Framework Agreement under clause 24.1.1; and/or
 - 8.4.2 by a further notice in writing, require the Supplier to recommence and perform any uncompleted parts of the Services.
- 8.5 The Supplier shall ensure that the Commission is not, by virtue of any act or omission of the Supplier, in breach of any Law.

Equality and Diversity

- 8.6 Without limiting the general obligation set out in clause 5.2.5 to comply with all applicable Law, the Supplier shall (and shall procure that the Supplier Personnel shall):
- 8.6.1 perform its obligations under this Framework Agreement (including those in relation to the Services) in accordance with:
 - 8.6.1.1 all applicable equality law (whether in relation to race, sex, gender, age, disability, sexual orientation, religion or belief, pregnancy, maternity or otherwise) including, without limitation, the Human Rights Act 1998;
 - 8.6.1.2 the Commission's equality and diversity policy as provided to the Supplier from time to time; and
 - 8.6.1.3 any other reasonable requirements and instructions that the Commission notifies to the Supplier in connection with any equality obligations that are imposed on the Commission at any time under applicable equality law;
 - 8.6.2 take all necessary steps, and inform the Commission of the steps taken, to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission or (any successor organisation).

Environmental Law

- 8.7 The Supplier shall also ensure that all Supplier Personnel:
- 8.7.1 comply at all times with all Environmental Law and any other regulation affecting the conduct of the Supplier's business; and
 - 8.7.2 ensure that no harm to any person, property or the environment may result from the Supplier's acts or omissions in relation to this Framework Agreement.

Modern Slavery

- 8.8 Without limiting the general obligation set out in clause 5.2.5 to comply with all applicable Law, the Supplier shall (and shall procure that the Supplier Personnel shall):
- 8.8.1 not engage in any Modern Slavery Practice; and
 - 8.8.2 will:
 - 8.8.2.1 conduct proper and detailed checks on any Sub-Contractor and Supplier Personnel engaged by the Supplier to ensure that any such Sub-Contractor or Supplier Personnel does not engage in any Modern Slavery Practice or abuse of human rights;
 - 8.8.2.2 provide the Commission with such assistance and information as it may reasonably request of the Supplier from time to time to enable the Commission to:
 - 8.8.2.2.1 perform any activity required of the Commission for the purpose of complying with any and all applicable Anti-Slavery Laws;
 - 8.8.2.2.2 prepare or contribute to a slavery and human trafficking statement as required by section 54 Modern Slavery Act and to include the matters referred to in section 54(5) of that Act;
 - 8.8.2.2.3 identify any non-compliance; and
 - 8.8.2.2.4 ensure that Modern Slavery Practices or abuse of human rights are not taking place in its business or supply chains;
 - 8.8.2.2.5 permit the Commission, and any person nominated by it for this purpose, to have such access on demand to the Supplier's premises, personnel, systems, books and records as the Commission may require to verify the Supplier's compliance with this clause 8.8.
- 8.9 The Supplier will immediately (and in any event within two Business Days) give written notice to the Commission upon a breach, suspected breach, or non-compliance of any of the obligations referred to in clause 8.8 by the Supplier and/or any Supplier Personnel. The notice will set out full details of the breach or suspected breach or non-compliance and, upon receipt of the written notice referred to in this clause, the Commission may terminate this Framework Agreement immediately by giving written notice to that effect to the Supplier. The parties agree that a breach by the Supplier of any of its obligations under clause 8.8 is a material breach of this Framework Agreement.
- 8.10 The Commission will be entitled, by giving written notice to that effect to the Supplier, to require the Supplier to:
- 8.10.1 remove from the performance of this Framework Agreement any of the

Suppliers Personnel or Sub-Contractors whom the Commission believes to be engaging in any Modern Slavery Practice; or

- 8.10.2 take such action as the Commission requires to ensure that the Supplier and each Supplier Personnel and Approved Sub-Contractor fully complies with any Anti-Slavery Law and anti-slavery policy of the Commission.

Prevention of bribery

8.11 The Supplier:

- 8.11.1 shall not, and shall procure that the Supplier Personnel and Subcontractor personnel shall not, in connection with this Framework Agreement and any Contract made under it commit a Prohibited Act; and
- 8.11.2 warrants, represents and undertakes that it is not aware of any financial or other advantage being given to any person working for or engaged by a Customer, or that an agreement has been reached to that effect, in connection with the execution of this Framework Agreement, excluding any arrangement of which full details have been disclosed in writing to the Commission before execution of this Framework Agreement.

8.12 The Supplier shall:

- 8.12.1 if requested, provide the Commission with any reasonable assistance, at the Commission's reasonable cost, to enable the Commission to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act 2010; and
- 8.12.2 within 15 Business Days of the Commencement Date, and annually thereafter, certify to the Commission in writing (such certification to be signed by an officer of the Supplier) compliance with clauses 8.11 to 8.13 by the Supplier and all persons associated with it or other persons who are supplying goods or services in connection with this Framework Agreement. The Supplier shall provide such supporting evidence of compliance as the Commission may reasonably request.

- 8.13 The Supplier shall have an anti-bribery policy (which shall be disclosed to the Commission) to prevent any Supplier Personnel or Sub-Contractors from committing a Prohibited Act and shall enforce it where appropriate.

- 8.14 If any breach of clause 8.11 is suspected or known, the Supplier must notify the Commission immediately.

- 8.15 If the Supplier notifies the Commission that it suspects or knows that there may be a breach of clause 8.11, the Supplier must respond promptly to the Commission's enquiries, co-operate with any investigation, and allow the Commission to audit books, records and any other relevant documents.

- 8.16 The Commission may terminate this Framework Agreement by written notice with immediate effect if the Supplier, its Supplier Personnel or Sub-Contractors (in all cases whether or not acting with the Supplier's knowledge) breaches clause 8.11.

- 8.17 Any notice of termination under clause 8.16 must specify:

- 8.17.1 the nature of the Prohibited Act;
 - 8.17.2 the identity of the party whom the Commission believes has committed the Prohibited Act; and
 - 8.17.3 the date on which this Framework Agreement will terminate.
- 8.18 Despite clause 17, any dispute relating to:
- 8.18.1 the interpretation of 8.11 to 8.17; or
 - 8.18.2 the amount or value of any gift, consideration or commission,
 - 8.18.3 shall be determined by the Commission and its decision shall be final and conclusive.
- 8.19 Any termination under clause 8.16 will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Commission.

Noise

- 8.20 The Commission reserves the right to prohibit or restrict the use of power saws and any other machines on the Commission's Premises where their use would, in the Commission's reasonable opinion, constitute a nuisance to the general public or to residents. Such prohibition shall not be regarded as justifying further changes in the terms, conditions or prices in this Framework Agreement, unless agreed otherwise by the parties in writing.

9 SAFEGUARDING CHILDREN AND VULNERABLE ADULTS

- 9.1 In the event that the Supplier is engaged in any Regulated Activity under the terms of this Framework Agreement, the Supplier will have ultimate responsibility for the management and control of the Regulated Activity provided under this Framework Agreement and for the purposes of the Safeguarding Vulnerable Groups Act 2006.
- 9.2 The Supplier shall:
- 9.2.1 ensure that all individuals engaged in Regulated Activity are subject to a valid enhanced disclosure check for regulated activity undertaken through the Disclosure and Barring Service (DBS); and
 - 9.2.2 monitor the level and validity of the checks under this clause 9.2 for each member of Supplier Personnel; and
 - 9.2.3 not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that he or she would not be suitable to carry out Regulated Activity or who may otherwise present a risk to service users.
- 9.3 If the Services involve any Regulated Activity, the Supplier warrants and undertakes that at all times for the purposes of this Framework Agreement it has no reason to believe that any person who is or will be employed or engaged by the Supplier in the provision of the Services is barred from the activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made

thereunder, as amended from time to time.

- 9.4 The Supplier shall immediately notify the Commission of any information that it reasonably requests to enable it to be satisfied that the obligations of this clause have been met.
- 9.5 The Supplier shall refer information about any person carrying out the Services to the DBS where it removes permission for such person to carry out the Services (or would have, if such person had not otherwise ceased to carry out the Services) because, in its opinion, such person has harmed or poses a risk of harm to the service users, children or adults considered to be vulnerable.

10 TIMBER

- 10.1 The Supplier will ensure that all Timber supplied or used by the Supplier in the performance of the Services (if any) shall be sourced from an independently verifiable legal and sustainable source including, for the avoidance of doubt, Timber from a licensed Forest Law Enforcement, Governance and Trade (FLEGT) partner and shall adhere to the buying standards set out in the Specification (if any).
- 10.2 The Supplier will provide evidence within 5 Business Days from request by the Commission that any Timber used in the performance of the Services complies with clause 10.1.
- 10.3 Any breach of clause 10.1 by the Supplier shall be deemed a material breach of this Framework Agreement and shall entitle the Commission to terminate this Framework Agreement in accordance with clause 24.1.1.

11 ACCESS TO THE CUSTOMER'S PREMISES AND ASSETS

Authorised Access Routes

- 11.1 The Customers shall provide the Supplier (and its Sub-Contractors) with non-exclusive access to such parts of the Customer's Premises as the Supplier requires for the purposes only of providing the Services. The Supplier's right of access will terminate upon termination of the Contract Period, subject to clause 11.7.
- 11.2 The Customer shall provide the Supplier with such facilities upon the Customer's Premises as is specified in the Order (or which are otherwise agreed by the parties to the Contract from time to time in writing).
- 11.3 Where the provision of the Services requires the Supplier to enter onto any forest areas, the Supplier shall use the Authorised Access Routes only and shall take every reasonable precaution to minimise damage to such Authorised Access Routes and restore all actual damage caused.
- 11.4 Where the Authorised Access Routes are owned by a third party, the Supplier shall adhere to all lawful instructions issued by the Customer and the third party landowner from time to time and the provisions of clauses 11.3 to 11.6 shall apply irrespective of the owner of the Authorised Access Route.
- 11.5 The use of Authorised Access Routes shall be at the Supplier's own risk and neither the Commission nor the Customer (if different) shall be liable for any damage or injury arising out of the Supplier's use of Authorised Access Routes other than to the

extent required by Law.

- 11.6 The Customers give no warranties that any Authorised Access Routes will be useable by vehicles at any specified time unless otherwise specified in the Order.

Public access

- 11.7 The Commission's policy is to allow public access to all Commission forests where possible, subject to the Commission's applicable policies, rules and byelaws (if any). However, access is not allowed where this would infringe upon any contracts, covenants or undertakings and is controlled where it conflicts with the management and protection of the forest. The Supplier shall observe the Commission policy on public access at all times and shall be responsible for informing all of the Supplier's Personnel of the same. In particular, the Supplier shall observe any specific permissions and consents relating to other activities occurring on or near any location where the Services are being performed and shall obey the written or verbal instructions of the Authorised Representative of the Commission issued from time to time.

Customer's Premises

- 11.8 Access to the Customer's Premises shall not be exclusive to the Supplier. The Supplier acknowledges that they may have to use the Customer's Premises concurrently with other contractors. The Supplier shall co-operate with other contractors in connection with the use and access of the Customer's Premises as the Commission may reasonably require from time to time.
- 11.9 Any access of the Supplier or Supplier Personnel to the Customer's Premises will be solely for the purpose of providing the Services and performing the Supplier's obligations under the Contract including this Framework Agreement. The Supplier will, and will procure that all Supplier Personnel will:
- 11.9.1 have the use of the Customer's Premises as licensee only and will not have or purport to claim any sole or exclusive right to possession of, or any exclusive right to use and occupy, the whole or any part of the Customer's Premises;
 - 11.9.2 ensure that only those of the Supplier Personnel that are duly authorised to enter upon the Customer's Premises for the purposes of providing the Services, do so;
 - 11.9.3 move to different premises, or a different part of the Customer's Premises, promptly when requested to do so by the Commission from time to time;
 - 11.9.4 vacate the Customer's Premises on or before the end of the Contract Period;
 - 11.9.5 not exercise or purport to exercise any rights in respect of the Customer's Premises in excess of those expressly granted under this Framework Agreement; and
 - 11.9.6 not create any nuisance, annoyance, damage or disturbance on the Customer's Premises or to any assets on the Customer's Premises.

- 11.10 Nothing in this Framework Agreement is intended to create, or to be deemed to create, a letting of any part of the Customer's Premises, or to confer any rights on the Supplier or any Supplier Personnel or to create the relationship of landlord and tenant in respect of the Customer's Premises.

Supplier's Equipment

- 11.11 Subject to the requirements of clause 27 (if applicable), following the expiry or termination of a Contract (however arising), the Customer shall provide the Supplier with such access as the Supplier reasonably requires to the Customer's Premises so that the Supplier can remove any of the Supplier's Equipment. All Supplier's Equipment shall, unless agreed otherwise between the parties, be promptly removed by the Supplier and in any event within 10 Business Days of the expiry or termination of the Contract and the Commission reserves the right to charge the reasonable costs of safe storage if the Supplier's Equipment is not removed in accordance with this clause.
- 11.12 The Supplier shall provide all Supplier Equipment. The Customer may store or hold large items of Supplier Equipment on behalf of the Supplier but they will be stored at the Supplier's risk.
- 11.13 All Supplier Equipment operated by the Supplier or the Supplier's Personnel shall be in a safe and operable condition and, shall comply and be operated in accordance with all applicable Laws.
- 11.14 All Supplier Equipment brought onto the Customer's Premises by the Supplier or the Supplier's Personnel shall be at the Supplier's own risk.
- 11.15 Neither the Commission nor a Customer (if different) shall have any liability for any loss or damage to any Supplier Equipment brought onto the Customer's Premises unless the loss or damage was caused or contributed to by the negligence of the Commission, a Customer (if different) or its or their employees.
- 11.16 The Supplier shall be responsible for the delivery and removal of any Supplier Equipment to and from the Customer's Premises.
- 11.17 Unless otherwise agreed, the Supplier Equipment brought onto the Customer's Premises will remain the property of the Supplier at all times.
- 11.18 The Customer shall have the power at any time during the progress of the Services to order in writing:
- 11.18.1 the removal from the Customer's Premises of any Supplier Equipment which in the reasonable opinion of the Customer is either hazardous or not in accordance with this Framework Agreement; and
 - 11.18.2 the substitution of proper and suitable Supplier Equipment.

Commission's Assets

- 11.19 The Supplier shall ensure that:
- 11.19.1 where using the Customer's Premises and any Customer Assets they are kept properly secure and it will comply and cooperate with the Customer's

security requirements as in operation at the relevant time;

- 11.19.2 any Customer Assets used by the Supplier in the performance of the Services are maintained (or restored at the end of the Contract Period) in the same or similar condition as at the Services Commencement Date (fair wear and tear excepted) and are not removed from the Customer's Premises unless expressly permitted under the Contract or by the Customer; and
- 11.19.3 any Customer Assets are used with all reasonable care and skill and in accordance with any manufacturer guidelines or instructions.
- 11.20 The Customers shall maintain and repair the Customer Assets, however, where such maintenance or repair arises directly from the act, omission, default or negligence of the Supplier or its representatives (fair wear and tear excluded) the costs incurred by the Customer in maintaining and repairing the same shall be recoverable from the Supplier as a debt.
- 11.21 The Supplier shall notify the Customer immediately on becoming aware of any damage caused by the Supplier, the Supplier Personnel or any Sub-Contractors to the Customer Assets, any other property of the Customer, to any of the Customer's Premises, to any property of any visitor to the Customer's Premises, to any property of any other recipient of the Services or the property of any other third party in the course of providing the Services and the Supplier shall indemnify the Customer in full against all and any damage caused by the same.
- 11.22 The Commission shall notify the Supplier immediately on becoming aware of any damage caused by the Supplier, the Supplier Personnel or any Sub-Contractors to the Customer Assets, to any other property of the Customer, to any of the Customer's Premises, to any property of any visitor to the Customer's Premises, to any property of any other recipient of the Services or to the property of any other third party in the course of providing the Services and the Supplier shall indemnify the Customer in full against all and any damage caused by the same.

12 PRICES FOR SERVICES

- 12.1 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 in accordance with the provisions of the Specification.
- 12.2 The prices offered by the Supplier for Contracts to Customers for Competed Services shall be based on the prices set out in the Pricing Matrices and tendered in accordance with the requirements of the mini-competition held pursuant to clause 4.

13 PRICE AND PAYMENT

- 13.1 The Customer shall pay the Contract Price to the Supplier for the provision of the Services.
- 13.2 Unless otherwise stated in the Order, the Contract Price payable by the Customer:
 - 13.2.1 shall remain fixed during the Contract Period; and
 - 13.2.2 is the entire price payable by the Customer to the Supplier in respect of the

Services that are the subject of the Order and includes, without limitation, all consumables used by the Supplier, travel costs, accommodation expenses and the cost of Supplier Personnel and Sub-Contractors.

- 13.3 Unless stipulated otherwise in the relevant Order, the Supplier shall invoice the Customer for payment of the Contract Price payable in respect of the Services performed at the end of each calendar month in which the Services were performed.
- 13.4 All invoices should:
 - 13.4.1 reference the Customer's purchase order number and the Contract Notice reference number;
 - 13.4.2 be sent to the Customer's personnel at the contact details set out in the Order;
 - 13.4.3 provide a breakdown of the Services supplied in the invoice period and be at all times be accompanied by sufficient information to enable the Customer to reasonably assess whether the Contract Price detailed in the invoice is properly payable; and
 - 13.4.4 contain the banking details for payment to the Supplier via electronic transfer of funds (i.e. name and address of bank, sort code, account name and number).
- 13.5 Any invoice submitted that does not comply with these requirements shall not be considered a valid invoice and the Supplier shall re-issue the invoice so that it complies with clause 13.4.
- 13.6 The Customer shall accept and process for payment an electronic invoice submitted by the Supplier, where it complies with the standard on electronic invoicing and is undisputed. For these purposes, an electronic invoice complies with the standard of electronic invoicing where it complies with the standard and any of the syntaxes published in the UK version of Commission Implementing Decision (EU) 2017/1870 as it forms part of English law under the European Union (Withdrawal) Act 2018.
- 13.7 Where the Supplier submits an invoice to a Customer in accordance with clause 13.3 and 13.4, the Customer will consider and verify that invoice as soon as possible and, unless the Customer raises an issue with the invoice within 15 Business Days of receipt of the invoice, the invoice will be deemed accepted.
- 13.8 Subject to clause 13.10, each Customer shall pay the Supplier all undisputed sums due and payable under each invoice no later than 30 calendar days from the date on which the applicable Customer received the valid invoice.
- 13.9 Where the Supplier enters into a Sub-Contract, the Supplier shall include in that Sub-Contract:
 - 13.9.1 provisions having the same effect as clauses 13.4 to 13.8 of this Framework Agreement;
 - 13.9.2 a provision requiring the Sub-Contractor to that Sub-Contract to include in any Sub-Contract which it awards provisions having the same effect as clauses 13.3 to 13.6 of this Framework Agreement; and

- 13.9.3 provisions conferring a right for the Commission to publish the Supplier's compliance with its obligation to pay undisputed invoices within the specified payment period.

In this clause 13.9, **Sub-Contract** means a contract between two or more suppliers, at any stage of remoteness from the Commission in a subcontracting chain, made in connection with this Framework Agreement.

- 13.10 Where any party disputes any sum to be paid by it then:

13.10.1 a payment equal to the sum not in dispute shall be paid in accordance with this clause and the dispute as to the sum that remains unpaid shall be determined in accordance with the Dispute Resolution Procedure set out in clause 17. In the event that a Customer notifies the Supplier that it partially disputes an invoice, the Supplier shall promptly raise an invoice for an undisputed sum notified by it pursuant to this clause 13.10 and the Commission shall pay such undisputed sum within the later of 10 Business Days of its receipt of such invoice and 30 calendar days from its receipt of the original disputed invoice; and

13.10.2 provided that the sum has been disputed in good faith, interest due on any sums in dispute shall not accrue until 10 Business Days after resolution of the dispute between the parties.

- 13.11 Subject to clause 13.10, interest shall be payable on the late payment of any undisputed charges properly invoiced under this Framework Agreement and each Contract in accordance with clause 40. The Supplier shall not suspend the supply of the Services if any payment is overdue unless it is entitled to terminate this Framework Agreement under clause 24.4.1.

- 13.12 The charges are stated exclusive of VAT, which shall be added at the prevailing rate as applicable and paid by the Customer following delivery of a valid VAT invoice. The Supplier shall indemnify the Customer against any liability (including any interest, penalties or costs incurred) which is levied, demanded or assessed on the Customer at any time in respect of the Supplier's failure to account for, or to pay, any VAT relating to payments made to the Supplier under this Framework Agreement.

- 13.13 The Commission may at any time, set off any liability of the Supplier to the Commission or any Customer (if different) against any liability of the Commission or a Customer (if different) to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this Framework Agreement or not. Any exercise by the Commission of its rights under this clause shall not limit or affect any other rights or remedies available to it under this Framework Agreement or otherwise.

- 13.14 All amounts due under this Framework Agreement and each Contract from the Supplier to the Customers shall be paid in full without any set-off, counterclaim, deduction or withholding (other than deduction or withholding tax as required by law).

14 TUPE

- 14.1 The Supplier and the Commission are of the understanding that TUPE will not apply at the outset or on the termination of this Framework Agreement and do not envisage TUPE applying or a Relevant Transfer occurring on the commencement or

termination of any Contract.

14.2 If any person who is an employee of:

14.2.1 any incumbent provider claims, or it is determined that his or her contract of employment has, or should have, been transferred to the Supplier on the date of the Framework Agreement or a Contract; and

14.2.2 the Supplier claims or it is determined that the contract of employment of such incumbent provider has, or should have, been transferred from the Supplier to the Commission or a replacement service provider on the termination of this Framework Agreement or any Contract pursuant to TUPE,

the relevant party shall notify the other and the parties shall discuss the matter in good faith.

SUPPLIER'S INFORMATION OBLIGATIONS

15 REPORTING AND MEETINGS

15.1 The Supplier shall provide the Management Information in the form and at the intervals set out in the Specification (if any) and the Authorised Representatives of the parties shall, at their own expense, meet in accordance with the requirements set out in the Specification (if applicable).

15.2 The Commission 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.

16 FRAMEWORK AGREEMENT VARIATION PROCEDURE

16.1 Introduction

16.1.1 This clause 16 details the scope of the variations permitted and the process to be followed where the Commission proposes a variation to the Framework Agreement and/or a Contract.

16.1.2 The Commission may propose a variation to the Framework Agreement or a Contract under this clause 16 only where the variation does not amount to a material change in the Framework Agreement, the Services or any other term of a Contract.

16.2 Procedure for proposing a variation

16.2.1 Except where clause 16.5 applies, the Commission may propose a variation using the procedure contained in this clause 16.2.

16.2.2 In order to propose a variation, the Commission shall serve each Framework Provider with written notice of the proposal to vary the Framework Agreement (**Notice of Variation**) or, in the case of a Contract, a Notice of Variation on the Supplier in respect of the Contract.

16.2.3 The Notice of Variation shall:

- 16.2.3.1 contain details of the proposed variation providing sufficient information to allow each Framework Provider and/or the Supplier where the Notice of Variation relates to a Contract to assess the variation and consider whether any changes to the prices set out in its Pricing Matrices and/or the Contract Price are necessary; and
- 16.2.3.2 require each Framework Provider and/or the Supplier where the Notice of Variation relates to a Contract to notify the Commission within 10 Business days of any proposed changes to the prices set out in its Pricing Matrices and/or the Contract Price.
- 16.2.4 On receipt of the Notice of Variation, each Framework Provider or the Supplier where the Notice of Variation relates to a Contract only has 10 Business Days to respond in writing with any objections to the variation.
- 16.2.5 Where the Commission does not receive any written objections to the variation within the timescales detailed in clause 16.2.4, the Commission may then serve each Framework Provider or the Supplier where the Notice of Variation relates to a Contract only with a written agreement detailing the variation to be signed and returned by each Framework Provider or the Supplier where the Notice of Variation relates to a Contract only within 10 Business Days of receipt.
- 16.2.6 On receipt of a signed agreement from each Framework Provider or the Supplier where the Notice of Variation relates to a Contract only, the Commission shall notify all Framework Providers or the Supplier where the Notice of Variation relates to a Contract only in writing of the commencement date of the variation.

16.3 Objections to a variation

- 16.3.1 In the event that the Commission receives one or more written objections to a variation, the Commission may:
 - 16.3.1.1 withdraw the proposed variation; or
 - 16.3.1.2 propose an amendment to the variation.

16.4 Changes to the Pricing Matrices

- 16.4.1 Where a Framework Provider or the Supplier where the Notice of Variation relates to a Contract only can demonstrate that a variation would result in a change to the prices set out in its Pricing Matrices or the Contract Price, the Commission may require further evidence from the Framework Provider or the Supplier where the Notice of Variation relates to a Contract only that any additional costs will be kept to a minimum.
- 16.4.2 The Commission may require the Framework Provider or the Supplier where the Notice of Variation relates to a Contract only to meet and discuss any proposed changes to the Pricing Matrices or the Contract Price that would result from a variation.

- 16.4.3 Where a change to a Framework Provider's Pricing Matrices is agreed by the Commission, the Commission shall notify its acceptance of the change to the Framework Provider in writing.
- 16.4.4 Where a change to the Contract Price is agreed by the Commission, the Commission shall notify its acceptance of the change to the Supplier in writing.
- 16.4.5 In the event that the Commission and the Framework Provider or the Supplier where the Notice of Variation relates to a Contract only cannot agree to the changes to the Pricing Matrices or the Contract Price, the Commission may:
 - 16.4.5.1 withdraw the variation; or
 - 16.4.5.2 propose an amendment to the variation.

16.5 Variations that are not permitted

- 16.5.1 In addition to the provisions contained in clause 16.1.2, the Commission may not propose any variation that:
 - 16.5.1.1 may prevent one or more of the Framework Providers from performing its obligations under the Framework Agreement; or
 - 16.5.1.2 is in contravention of any Law.

17 DISPUTE RESOLUTION

- 17.1 Where any dispute, difference, or question (**Dispute**) between the Commission and the Supplier arising out of or in connection with this Framework Agreement cannot be resolved by the Authorised Representatives, either party may refer the Dispute to a senior representative of the Commission (a member of the senior civil service) and of the Supplier (a director or other senior office holder) (the **Senior Representatives**).
- 17.2 Without prejudice to clause 17.4, if any Dispute is not resolved within 15 Business Days of the referral to the Senior Representatives then the parties will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (**CEDR**) model conditions. To initiate the mediation a party must give a notice in writing (**the Mediation Notice**) to the other party requesting mediation in accordance with this clause. The referring party must send a copy of the Mediation Notice to CEDR.
- 17.3 Any mediation is to take place not later than 20 Business Days after service of the Mediation Notice. If there is any issue on the conduct of the mediation which the parties cannot agree within 10 Business Days of the Mediation Notice then CEDR will, at the request of either party, decide the issue. If the Dispute is not resolved within 45 Business Days of service of the Mediation Notice then the parties may litigate the Dispute in accordance with clause 44.
- 17.4 After a failure of the Senior Representatives to resolve the Dispute the parties may by agreement in writing elect to pursue any means of alternative dispute resolution.
- 17.5 Nothing in this clause 17 shall prevent the Commission from seeking injunctive relief

or bringing a claim in the English Courts in accordance with clause 44.

- 17.6 The commencement of mediation shall not prevent the parties commencing or continuing court proceedings in relation to the Dispute under clause 44.

18 RECORDS AND AUDIT ACCESS

- 18.1 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.
- 18.2 The Supplier shall keep the records and accounts referred to in clause 18.1 above in accordance with good accountancy practice.
- 18.3 The Supplier shall afford the Commission or the Auditor (or both) such access to such records and accounts as may be required from time to time.
- 18.4 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 Commission (or relevant Customer) and the Auditor.
- 18.5 The Commission 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 Commission.
- 18.6 Subject to the obligations of confidentiality, the Supplier shall on demand provide the Auditor with all reasonable co-operation and assistance in relation to each Audit, including:
- 18.6.1 all information requested by the Auditor within the scope of the Audit;
 - 18.6.2 reasonable access to sites controlled by the Supplier and to equipment used in the provision of the Services; and
 - 18.6.3 access to the Supplier Personnel.
- 18.7 The parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause 18, unless the Audit reveals a material Default by the Supplier in which case the Supplier shall reimburse the Commission for the Commission's reasonable costs incurred in relation to the Audit.

19 CONFIDENTIALITY

- 19.1 Subject to clause 19.3, each party shall keep the other party's Confidential Information confidential and shall not:
- 19.1.1 use such Confidential Information except for the purpose of performing its rights and obligations under or in connection with this Framework Agreement and each Contract; or

- 19.1.2 disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause 19.
- 19.2 Each party shall immediately notify the disclosing party if it suspects or becomes aware of any unauthorised access, copying or disclosure in any form of any of the disclosing party's Confidential Information.
- 19.3 The obligation to maintain confidentiality of Confidential Information does not apply to any Confidential information:
 - 19.3.1 which the other party confirms in writing is not required to be treated as Confidential Information;
 - 19.3.2 which is obtained from a third party who is lawfully authorised to disclose such information without any obligation of confidentiality;
 - 19.3.3 which a party is required to disclose by judicial, administrative, governmental or regulatory process in connection with any action, suit, proceedings or claim or otherwise by applicable law, including the FOIA or the EIRs, provided that the party subject to such requirement to disclose gives the other written notice of the requirement in a timely manner of becoming aware of the same, to the extent it is permitted to do so by applicable Law;
 - 19.3.4 which is in or enters the public domain other than through any disclosure prohibited by this Framework Agreement;
 - 19.3.5 which a party can demonstrate was lawfully in its possession prior to receipt from the other party; or
 - 19.3.6 which is disclosed by the Commission on a confidential basis to any central government or regulatory body.
- 19.4 A party may disclose the other party's Confidential information to those of its Representatives who need to know such Confidential Information for the purposes of performing or advising on the party's obligations under this Framework Agreement, provided that:
 - 19.4.1 it informs such Representatives of the confidential nature of the Confidential Information before disclosure;
 - 19.4.2 it procures that its Representatives shall, in relation to any Confidential Information disclosed to them, comply with the obligations set out in this clause as if they were a party to this Framework Agreement; and
 - 19.4.3 at all times, it is liable for the failure of any Representatives to comply with the obligations set out in this clause 19.4.
- 19.5 Additionally the Commission from time to time may need to share information:
 - 19.5.1 on a confidential basis to any Public Sector Body;
 - 19.5.2 to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;

- 19.5.3 to the extent that the Commission, acting reasonably, deems disclosure necessary or appropriate in the course of carrying out its public functions; or
- 19.5.4 to fulfil its obligations under the FOIA pursuant to clause 23.
- 19.6 Nothing in this clause 19 shall prevent a recipient from using any techniques, ideas or know-how which the receiving party has gained during the performance of this Framework Agreement in the course of its normal business to the extent that this use does not result in a disclosure of the disclosing party's Confidential Information or an infringement of Intellectual Property Rights.
- 19.7 The provisions of this clause 19 shall continue during the Term of this Framework Agreement and after its termination or expiry howsoever arising.
- 20 TAX COMPLIANCE**
- 20.1 Subject to clause 13.12, the Supplier shall pay all taxes and other outgoings or expenses payable as a consequence of the performance of the Services.
- 20.2 Notwithstanding the generality of clause 20.1, the Supplier will be responsible for making appropriate PAYE and other deductions from the remuneration it pays to its employees and will account for the same to the appropriate authorities.
- 20.3 The Supplier shall indemnify the Commission on a continuing basis against:
 - 20.3.1 all actions, proceedings, claims, expenses, awards, costs and all other liabilities during the Term and following the termination of this Framework Agreement in relation to any tax, employer's national insurance contributions or other expenses payable in respect of the Supplier's Personnel in relation to the provision of the Services; and
 - 20.3.2 any loss suffered as a result of any sums paid to the Supplier in respect of VAT not being recoverable as allowable input tax for VAT purposes under the Value Added Tax Act 1994 (as amended from time to time) and regulations made thereunder.
- 21 INTELLECTUAL PROPERTY**
- 21.1 In the absence of prior written agreement by the Commission to the contrary, all Intellectual Property Rights created by the Supplier or Supplier Personnel:
 - 21.1.1 in the course of performing the Services; or
 - 21.1.2 exclusively for the purpose of performing the Services,
 shall vest in the Commission on creation and the Supplier hereby assigns to the Commission, its successors and assigns by way of assignment of current and future rights the entire right, title and interest in such Intellectual Property Rights with full title guarantee and without encumbrance.
- 21.2 The Supplier shall indemnify the Commission against all claims, demands, actions, costs, expenses (including legal costs and disbursements on a solicitor and client basis), losses and damages arising from or incurred by reason of any infringement or

alleged infringement (including the defence of such alleged infringement) of any Intellectual Property Right by the availability of the Services, except to the extent that they have been caused by or contributed to by the Commission's acts or omissions.

22 DATA PROTECTION

- 22.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 22 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- 22.2 The parties to this Framework Agreement agree and confirm that they will not share or process any Personal Data in connection with the performance of this Framework Agreement.
- 22.3 Either party may, at any time on not less than 30 Business Days' written notice to the other party, revise this clause 22 by replacing it with any applicable standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this Framework Agreement).
- 22.4 The provisions of this clause shall apply during the continuance of the Agreement and indefinitely after its expiry or termination.
- 22.5 The Supplier warrants and undertakes that it shall comply with the Data Protection Legislation when performing its obligations and exercising its rights under this Framework Agreement.
- 22.6 Where one party is processing Personal Data on behalf of the other, the Processor shall allow for audits of its Personal Data processing activity by the Controller or the Controller's designated auditor.
- 22.7 The Processor shall remain fully liable for all acts or omissions of any of its Sub-Contractors that are sub-processors.
- 22.8 Where the Commission is the Controller and the Supplier is the Processor, the Commission may, at any time on not less than 20 Business Days' notice, revise this clause 22 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 incorporated by attachment to this Framework Agreement).
- 22.9 The parties agree to take account of any guidance issued by the Information Commissioner's Office. The Commission may on not less than 30 Business Days' notice to the Supplier amend this Framework Agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

23 FREEDOM OF INFORMATION

- 23.1 The Supplier acknowledges that the Commission is subject to the requirements of the FOIA and the EIRs. The Supplier shall:
 - 23.1.1 provide all necessary assistance and cooperation as reasonably requested by the Commission to enable the Commission to comply with its obligations under the FOIA and EIRs;
 - 23.1.2 transfer to the Commission all Requests for Information relating to this

Framework Agreement that it receives as soon as practicable and in any event within 2 Business Days of receipt;

- 23.1.3 provide the Commission with a copy of all Information belonging to the Commission requested in the Request for Information which is in its possession or control in the form that the Commission requires within 5 Business Days (or such other period as the Commission may reasonably specify) of the Commission's request for such Information; and
 - 23.1.4 not respond directly to a Request for Information unless authorised in writing to do so by the Commission.
- 23.2 The Supplier acknowledges that the Commission may be required under the FOIA and EIRs to disclose Information (including Confidential Information) without consulting or obtaining consent from the Supplier. The Commission shall take reasonable steps to notify the Supplier of a Request for Information (in accordance with the section 45 FOIA Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the 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 Commission shall be responsible for determining in its absolute discretion whether any Confidential Information and/or any other information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

FRAMEWORK AGREEMENT TERMINATION AND SUSPENSION

24 TERMINATION

TERMINATION BY THE COMMISSION

- 24.1 The Commission may terminate this Framework Agreement or a Contract in whole or part with immediate effect by the service of written notice on the Supplier in the following circumstances:
- 24.1.1 if the Supplier is in breach of any material obligation under this Framework Agreement or a Contract (incorporating this Framework Agreement) provided that if the breach is capable of remedy, the Commission may only terminate this Framework Agreement or the Contract under this clause 24.1 if the Supplier has failed to remedy such breach within 20 Business Days of receipt of notice from the Commission to do so;
 - 24.1.2 where any Customer terminates a Contract awarded to the Supplier under this Framework Agreement as a consequence of a material breach by the Supplier;
 - 24.1.3 where any warranty given in clause 6 of this Framework Agreement is found to be untrue or misleading;
 - 24.1.4 the Supplier repeatedly breaches any of the terms of this Framework Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Framework Agreement;
 - 24.1.5 if there is an Insolvency Event;

- 24.1.6 if there is a Change of Control of the Supplier which the Commission objects except where the Commission:
 - 24.1.6.1 has given its prior written consent to the particular change of control, which subsequently takes place as proposed; or
 - 24.1.6.2 has not served its notice within 6 months of the later: of the date the Change of Control took place; or the date on which the Commission was given notice of the Change of Control by the Supplier;
- 24.1.7 the Commission reasonably believes that the circumstances set out in regulation 73(1) of the Regulations apply.
- 24.2 If this Framework Agreement and/or a Contract is terminated by the Commission pursuant to clause 24.1, such termination shall be at no loss or cost to the Commission and the Supplier hereby indemnifies the Commission against any such losses or costs which the Commission may suffer as a result of any such termination.
- 24.3 The Commission may terminate this Framework Agreement (in whole or in part) and/or a Customer may terminate a Contract at any time for convenience at no loss or cost to the Commission by serving no less than 90 days' notice in writing to the Supplier in advance.

TERMINATION BY THE SUPPLIER

- 24.4 The Supplier may terminate this Framework Agreement and/or a Contract with immediate effect by written notice to the Commission and the Customer (if different and in respect of a Contract only) if the Commission or a Customer (if different and in respect of a Contract only):
 - 24.4.1 commits a material breach of this Framework Agreement and/or the Contract and (if such breach is capable of remedy) fails to remedy the breach within 20 Business Days of being required by the Supplier in writing to do so; or
 - 24.4.2 ceases to carry on its business.

SUSPENSION OF SUPPLIER'S APPOINTMENT

- 24.5 Without prejudice to the Commission's rights to terminate the Framework Agreement in clause 24.1 above, if a right to terminate this Framework Agreement arises in accordance with clause 24.1, the Commission 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 Commission provides notice to the Supplier in accordance with this clause, the Supplier's appointment shall be suspended for the period set out in the notice or such other period notified to the Supplier by the Commission in writing from time to time.

25 DISRUPTION

- 25.1 The Supplier shall take reasonable care to ensure that in the performance of its obligations under the Contract it does not disrupt the operations of the Customer, its employees or any other third party supplier employed by the Customer.

- 25.2 The Supplier shall immediately inform the Customer of any actual or potential industrial action, whether such action be by their own employees or others, which affects or might affect its ability at any time to perform its obligations under the Contract.
- 25.3 In the event of industrial action by the Supplier Personnel, the Supplier shall seek the Customer's prior approval to its proposals for the continuance of the supply of the Services in accordance with its obligations under the Contract.
- 25.4 If the Supplier's proposals referred to in clause 25.3 are considered insufficient or unacceptable by the Customer acting reasonably then the Customer may:
- 25.4.1 require the Supplier to provide alternative proposals; or
 - 25.4.2 undertake the services itself and recover from the Supplier the additional costs incurred in the process.
- Subject to clause 25.5, nothing in this clause shall release the Supplier from the proper performance of its obligations under the Contract.
- 25.5 If the Supplier is temporarily unable to fulfil the requirements of the Contract owing to disruption of normal business by direction of the Customer, an appropriate allowance by way of extension of time will be approved by the Customer. In addition, the Customer will reimburse any additional expense reasonably incurred by the Supplier as a direct result of such disruption.

26 **FORCE MAJEURE**

- 26.1 Provided it has complied with the remaining provisions of this clause 26, if the Customer and/or the Supplier is prevented, hindered or delayed in or from performing any of its obligations under the Contract by a Force Majeure Event (**Affected Party**), the Affected Party shall not be in breach of the Contract or this Framework Agreement or otherwise liable for any such failure or delay in the performance of such obligations.
- 26.2 The corresponding obligations of the other party will be suspended to the same extent as those of the Affected Party.
- 26.3 The Affected Party shall:
- 26.3.1 as soon as reasonably practicable after the start of the Force Majeure Event, but no later than 5 Business Days, notify the other relevant party or parties in writing of the Force Majeure Event, the date on which it started, its likely potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Agreement; and
 - 26.3.2 use all reasonable endeavours to mitigate the effect of the Force Majeure Event.
- 26.4 An Affected Party cannot claim relief if the Force Majeure Event is attributable to the Affected Party's wilful act, neglect or failure to take reasonable precautions against the relevant Force Majeure Event. The Supplier cannot claim relief if the Force Majeure Event is one which, in accordance with best industry practice, the Supplier should have foreseen and provided for the cause in question.

- 26.5 The Affected Party shall notify the other party in writing as soon as practicable after the Force Majeure Event ceases or no longer causes the affected party to be unable to comply with its obligations under the Contract. Following such notification, the Contract shall continue to be performed on the terms existing immediately before the occurrence of the Force Majeure Event unless agreed otherwise by the relevant parties.
- 26.6 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than three months, the party not affected by the Force Majeure Event may terminate the Contract by giving not less than 10 Business Days' notice to the Affected Party.
- 26.7 The Commission reserves the right (in its absolute discretion) to postpone or temporarily suspend the performance of the Services at any time as a result of social distancing legislation or guidance issued by the Government in response to the COVID-19 pandemic from time to time, which shall be, for the avoidance of doubt, a Force Majeure Event triggering the application of clauses 26.1 to 26.6.

27 CONSEQUENCES OF TERMINATION AND EXPIRY

- 27.1 Notwithstanding the service of a notice to terminate the Framework Agreement and/or a Contract, the Supplier shall continue to fulfil its obligations under the Framework Agreement until the date of expiry or termination of the Framework Agreement and/or the Contract or such other date as required under this clause 27.
- 27.2 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 and, unless expressly stated to the contrary, a notice to terminate a Contract shall not operate as a notice to terminate the Framework Agreement or any other Contract. Unless expressly stated to the contrary, termination or expiry of the Framework Agreement shall not cause any Contracts to terminate automatically. For the avoidance of doubt and unless stated otherwise, all Contracts shall remain in force unless and until they are terminated or expire in accordance with their own terms.
- 27.3 Within 20 Business Days of the date of termination or expiry of the Framework Agreement, the Supplier shall return or destroy at the request of the Commission any data, personal information relating to the Commission or its personnel or Confidential Information belonging to the Commission in the Supplier's possession, power or control, either in its then current format or in a format nominated by the Commission (in which event the Commission 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 Commission, 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.
- 27.4 On the termination of a Contract for any reason, the Supplier shall:
- 27.4.1 immediately return to the Customer all Confidential Information, Personal Data and Customer's Intellectual Property in its possession or in the possession or under the control of any permitted suppliers or Sub-Contractors, which was obtained or produced in the course of providing the Services;

- 27.4.2 immediately deliver to the Customer all Customer Assets (including materials, documents, information and access keys) provided to the Supplier in connection with the performance of the Services (if any). Such property shall be handed back in good working order (allowance shall be made for reasonable wear and tear);
- 27.4.3 assist and co-operate with the Customer to ensure an orderly transition of the provision of the Services to any replacement supplier and/or the completion of any work in progress; and
- 27.4.4 promptly provide all information concerning the provision of the Services which may reasonably be requested by the Customer for the purposes of adequately understanding the manner in which the Services have been provided or for the purpose of allowing the Customer or a replacement supplier to conduct due diligence.
- 27.5 If the Supplier fails to comply with clause 27.4.1 and clause 27.4.2, the Customer may recover possession thereof and the Supplier grants a licence to the Customer or its appointed agents to enter (for the purposes of such recovery) any premises of the Supplier or its permitted suppliers or Sub-Contractors where any such items may be held.
- 27.6 Where the end of the Contract Period arises due to the Supplier's Default, the Supplier shall provide all assistance under clause 27.4.3 and clause 27.4.4 free of charge. Otherwise, the Customer shall pay the Supplier's reasonable costs of providing the assistance and the Supplier shall take all reasonable steps to mitigate such costs.
- 27.7 Termination or expiry of this Framework Agreement and/or a Contract shall be without prejudice to any rights, remedies or obligations of either party accrued under this Framework Agreement before termination or expiry.
- 27.8 Those provisions of the Framework Agreement that are either expressed to or by implication are intended to survive termination shall survive the termination or expiry of this Framework Agreement.

28 COMPLAINTS HANDLING AND RESOLUTION

- 28.1 Where a Complaint is received about the standard of Services or about the manner in which any Services have been supplied or work has been performed or about the materials or procedures used or about any other matter connected with the performance of the Supplier's obligations under a Contract, then the Customer shall take reasonable steps to investigate the Complaint. The Customer may, in its sole discretion, uphold the Complaint, and may, acting reasonably:
- 28.1.1 subject to clause 28.4, withhold a sum; or
- 28.1.2 deduct a sum,
- in each case equal to a maximum of 10% of the Contract Price payable in respect of the Month in which the Complaint arose.
- 28.2 The parties agree that a deduction made pursuant to clause 28.1.2 represents a genuine pre-estimate of the loss likely to be suffered by the Customer.

- 28.3 Where the Customer withholds a sum pursuant to clause 28.1.1 then that sum shall be paid to the Supplier when, in the reasonable opinion of the Customer, the matters complained of have been rectified and there has been no repeat of those matters for three Month(s).
- 28.4 If the Customer is of the reasonable opinion that there has been a material breach of the Contract by the Supplier, then the Customer may, without prejudice to its rights under 24.1.1 and clause 24.5, do any of the following:
- 28.4.1 without terminating the Contract, itself supply or procure the supply of all or part of the Services until such time as the Supplier shall have demonstrated to the reasonable satisfaction of the Customer that the Supplier will once more be able to supply all or such part of the Services in accordance with the Contract;
 - 28.4.2 without terminating the whole of the Contract, terminate the Contract in respect of part of the Services only (whereupon a corresponding reduction in the Contract Price shall be made) and thereafter itself supply or procure a third party to supply such part of the Services; and/or
 - 28.4.3 charge the Supplier for and the Supplier shall pay any costs reasonably incurred by the Customer (including any reasonable administration costs) in respect of the supply of any part of the Services by the Customer or a third party to the extent that such costs exceed the payment which would otherwise have been payable to the Supplier for such part of the Services and provided that the Customer uses its reasonable endeavours to mitigate any additional expenditure in obtaining replacement Services.
- 28.5 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 this Framework Agreement, the Supplier shall use its best endeavours to resolve the Complaint within ten Business Days and in so doing, shall deal with the Complaint fully, expeditiously and fairly.

GENERAL PROVISIONS

29 SUBCONTRACTING

- 29.1 Subject to the remainder of this clause 29, the Supplier may sub-contract the Services (in whole or in part) to a Sub-Contractor.
- 29.2 In the event that the Supplier enters into any Sub-Contract in connection with a Contract it shall:
- 29.2.1 remain responsible to the Customer for the performance of its obligations under the Contract at all times notwithstanding the appointment of any Sub-Contractor and be responsible for the acts omissions and neglects of its Sub-Contractors and the acts and omissions of those employed or engaged by the Sub-Contractors as if they were its own;
 - 29.2.2 impose obligations on its Sub-Contractor terms that are no less onerous as those imposed on it pursuant to this Framework Agreement and each Contract and shall procure that the Sub-Contractor complies with such

terms; and

29.2.3 provide a copy, at no charge to the Commission, of any such Sub-Contract on receipt of a request for such by the Commission's Authorised Representative.

29.3 The Supplier shall, on the reasonable written request of the Commission, terminate a Sub-Contract and the Supplier shall ensure that each Sub-Contract that it enters into in connection with this Framework Agreement and a Contract includes a right for the Supplier to terminate on the reasonable written instructions of the Commission.

30 **ASSIGNMENT**

30.1 Subject to clauses 29 and 30.2, neither party shall assign, novate, subcontract or otherwise dispose of any or all of its rights and obligations under this Framework Agreement and/or a Contract without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed).

30.2 The Commission shall be entitled to assign, novate (and the Supplier shall be deemed to consent to any such novation) or otherwise dispose of any or all of its rights, obligations and liabilities under this Framework Agreement and/or any part thereof to:

30.2.1 any other body which substantially performs any of the functions that previously had been performed by the Commission; or

30.2.2 any Public Sector Body.

30.3 A change in the legal status of the Commission such that it ceases to be a Public Sector Body shall not affect the validity of this Framework Agreement and each Contract created under it and this Framework Agreement shall be binding on any successor body to the Commission that is a Public Sector Body.

31 **INDEMNITIES**

31.1 The Supplier shall indemnify and keep indemnified each Customer against all liabilities, costs, expenses, damages and losses incurred by a Customer arising out of or in connection with:

31.1.1 the Supplier's material breach or negligent performance or non-performance of this Framework Agreement and/or a Contract;

31.1.2 any claim made against a Customer arising out of or in connection with the provision of the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this Framework Agreement and/or a Contract by the Supplier or Supplier Personnel; and

31.1.3 the indemnities set out in clauses 11.21, 11.22, 13.12, 20.3, 21.2, **Error! Reference source not found.**, **Error! Reference source not found.**, 24.2 of this Framework Agreement.

31.2 The indemnities under clause 31.1 shall apply except insofar as the liabilities, costs, expenses, damages and losses incurred by the Customer are directly caused (or

directly arise) from the negligence or breach of this Framework Agreement by the Customer or its Representatives.

- 31.3 The Supplier shall not have any claim under the indemnity in clause **Error! Reference source not found.** if the liabilities, costs, expenses, damages and losses incurred by the Supplier are directly caused (or directly arise) from the negligence or breach of this Framework Agreement by the Supplier or the Supplier Personnel.

32 LIMITATION OF LIABILITY

- 32.1 Neither party shall be liable to the other party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any indirect, special or consequential loss arising under or in connection with this Framework Agreement and/or a Contract.

- 32.2 Notwithstanding the provisions of clause 32.1, but subject to clause 32.4, the Supplier assumes responsibility for and acknowledges that the Customer may, amongst other things, recover:

32.2.1 sums paid by the Customer to the Supplier pursuant to a Contract, in respect of any Services not provided in accordance with a Contract;

32.2.2 wasted expenditure;

32.2.3 additional costs of procuring and implementing replacements for, or alternatives to, the Services, including consultancy costs, substituted service providers, additional costs of management time and other personnel costs and costs of equipment and materials; and

32.2.4 losses incurred by the Customer arising out of or in connection with any claim, demand, fine, penalty, action, investigation or proceeding by any third party (including any Sub-Contractor, Supplier Personnel, regulator or customer of the Commission) against the Customer caused by the act or omission of the Supplier.

- 32.3 Each party shall at all times take all reasonable steps to minimise and mitigate any loss or damage arising out of or in connection with this Framework Agreement and each Contract, including any losses for which the relevant party is entitled to bring a claim against the other party pursuant to the indemnities in this Framework Agreement.

- 32.4 Subject to clause 32.1 and clause 32.6, the Supplier's aggregate liability:

32.4.1 is unlimited in respect of:

32.4.1.1 the indemnity in clause 21.2 ;

32.4.1.2 any breach of clauses 8.1, 8.6, 8.7, 8.8, 8.11, 9, 19 and 20; and

32.4.1.3 the Supplier's wilful default;

32.4.2 in respect of all other claims, losses or damages, whether arising from tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Framework Agreement and a Contract, shall be

limited in each Contract Year to £5,000,000 for loss or damage to physical property (and connected events) and the greater of:

32.4.2.1 £1,000,000; and

32.4.2.2 125% of the total Contract Price paid or payable in such Contract Year,

for any other liability (and connected events) arising under this Framework Agreement.

32.5 Subject to clause 32.1 and clause 32.6, the Customers' aggregate liability to the Supplier in connection with this Framework Agreement and all Contracts for all claims, losses or damages, whether arising from tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the same shall be limited in each Contract Year to £5,000,000 for loss or damage to physical property (and connected events) and to a sum not exceeding 125% of the total Contract Price paid or payable in such Contract Year for any other liability (and connected events) arising under this Framework Agreement.

32.6 Notwithstanding any other provision of this Framework Agreement neither party limits or excludes its liability for:

32.6.1 fraud or fraudulent misrepresentation;

32.6.2 death or personal injury caused by its negligence (or the negligence of its personnel, agents or subcontractors);

32.6.3 any breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;

32.6.4 breach of any obligation as to title implied by statute; or

32.6.5 any other liability for which may not be limited under any applicable law.

33 **INSURANCE**

33.1 The Supplier shall at its own cost effect and maintain with a reputable insurance company a policy or policies of insurance providing as a minimum the levels of cover set out in the Specification, including no less than £5 million of public liability insurance (**Required Insurances**).

33.2 The cover shall be in respect of all risks which may be incurred by the Supplier, arising out of the Supplier's performance of the Contracts, including death or personal injury, loss of or damage to property or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Supplier.

33.3 The Supplier shall give the Commission, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the Required Insurances are in place, together with receipts or other evidence of payment of the latest premiums due under those policies.

33.4 If, for whatever reason, the Supplier fails to give effect to and maintain the Required

Insurances, the Commission may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Supplier.

33.5 The terms of any insurance or the amount of cover shall not relieve the Supplier of any liabilities under this Framework Agreement and each Contract.

33.6 Unless agreed otherwise by the Commission, the Supplier shall hold and maintain the Required Insurances for a minimum of six years following the expiration or earlier termination of the last Contract.

34 **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 clause 16.

35 **THIRD PARTY RIGHTS**

35.1 Each of the Customers shall have the right to enforce the terms of this Framework Agreement and each Contract to which they are a party. The Supplier shall have the right to enforce the terms of a Contract against the Customer that is the counterparty to such Contract.

35.2 Except as provided in clause 35.1a person who is not a party to this Framework Agreement shall not have any rights under the Contracts (Rights of Third parties) Act 1999 to enforce any term of this Framework Agreement.

35.3 The rights of the Commission and the Supplier to terminate, rescind or agree any variation, waiver or settlement under this Framework Agreement are not subject to the consent of any other person.

36 **PUBLICITY**

36.1 The Supplier shall not:

36.1.1 make any press announcements or publicise this Framework Agreement or its contents in any way; or

36.1.2 use the Commission's name or logo in any promotion or marketing or announcement,

except as required by law, any government or regulatory authority, any court or other authority of competent jurisdiction, without the prior written consent of the Commission.

36.2 The Supplier shall not do anything that may damage the reputation of the Commission or bring the Commission into disrepute.

37 **ASSURANCE**

Each party undertakes at the request of the other, and that the cost of the requesting party, to do all acts and execute all documents which may be necessary to give effect to the meaning of this Framework Agreement.

38 SEVERANCE

- 38.1 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 Framework Agreement.
- 38.2 If [one party gives notice to the other of the possibility that] 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.

39 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.

40 INTEREST

- 40.1 Each party shall pay interest on any sum due under this Framework Agreement, calculated as follows:
- 40.1.1 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%.
- 40.1.2 Period. From when the overdue sum became due, until it is paid.

41 WAIVER

No failure or delay by a party to exercise any right or remedy provided under this Framework Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

42 ENTIRE AGREEMENT

- 42.1 This Framework Agreement, the schedules and the documents annexed to it or otherwise referred to in it contain the whole agreement between the parties relating to the subject matter hereof and supersedes all prior agreements, arrangements and understandings between the parties relating to that subject matter, provided that nothing in this clause 42 shall operate to exclude any liability for fraud.
- 42.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Framework Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Framework Agreement.

43 NOTICES

43.1 Any notice given to a party under or in connection with this Framework Agreement shall be in writing marked for the attention of the party's Authorised Representative and shall be:

43.1.1 delivered by hand or by pre-paid first-class, recorded delivery post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

43.1.2 or sent by email to the address specified in as may from time to time be notified in writing to the party.

43.2 Any notice shall be deemed to have been received:

43.2.1 if delivered by hand, at the time the notice is left at the proper address;

43.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or

43.2.3 if sent by email, at the time of transmission, or if this time falls outside working hours in the place of receipt, when working hours resume. In this clause 43.2.3, working hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

43.3 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.

44 GOVERNING LAW AND JURISDICTION

44.1 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 law of England and Wales.

44.2 Each party irrevocably agrees that the courts of England and Wales 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).

This Framework Agreement has been entered into on the date stated at the beginning of it.

Signed by a director for and on behalf of **THE FORESTRY COMMISSION**



.....
Signature of authorised signatory

Nick Wardlaw

.....
Name of director

Signed by a director for and on behalf of
WOODEN BALLS LTD



Simon jackman (Oct 5, 2025 21:12:08 GMT+1)

.....
Signature of director

Simon jackman

.....
Name of director

**SCHEDULE 1
SPECIFICATION**

Part 1 SERVICES

**CONTRACT REFERENCE NUMBER & TITLE: FCCN0023658 FRAMEWORK CONTRACT
FOR THE SUPPLY AND DELIVERY OF WOODEN MARBLES**

The services will be delivered in accordance with the tender specification and supporting documentation published 19th August 2025, Find a Tender reference 2025/S 000-049920, and the Supplier's tender submission.

SCHEDULE 2 PRICING MATRIX

Wooden Marbles Framework			
FOCN003658			
Bidders Instructions: Please provide a price per unit, based on supplied batches of 2,000 balls. This price should be all inclusive (e.g. include your sourcing of timber, manufacturing and supply to site at Alice Holt Forest Centre). Prices should be in pounds sterling (£) and excluding VAT. Please only complete the orange box, the total price will calculate automatically. If you are able to offer a discount for higher volume purchases, please provide the details in the bottom of the pricing schedule. Please provide us with the discounted price per unit (if applicable) and the minimum quantity required for this discount. Any figure provided here will not be used in the evaluation.			
Item	Number of units	Price Per Unit	Total Price
1	2000		£ 6,000.00
Discount for higher volume purchases	Minimum quantity required	Discounted price per unit	This will not be used as part of the evaluation process

The Contract Prices are exclusive of VAT.

PRICING REVISIONS

The prices submitted in the Price List will be held for the length of the contract. However, should there be a rise in inflationary costs a price review can be requested.

The uplift will be made to the unit price that is submitted at tender in the contract price list. For example, if the RPI according to Office of National Statistics rise by 1.5%, then a request may be made at the beginning of the following financial year to increase the unit price by 1.5%. This means that an Initial Contract Unit Price of say £3/unit would increase to £3.05/unit.

**SCHEDULE 3
LOTS AND AWARD CRITERIA**

NOT USED

**SCHEDULE 4
ORDER FORM**

Details of orders will be sent to supplier using a purchase order

**SCHEDULE 5
DATA PROCESSING**

NOT USED

Specification

Alice Holt Wooden Marbles

FCCN003658

1. Introduction

Forestry England is the largest land manager in England and custodian of the nation's forests. Our mission is to connect everyone with the nation's forests by creating and caring for forests for people to enjoy, wildlife to flourish and businesses to grow.

We will be awarding a framework agreement for the supply of wooden marbles to Alice Holt Forest Centre.

Our intention is to award this framework for a period of 4 years.

The total value of this framework agreement over the entire period will be in the region of £500,000.

The framework agreement sets out the general terms and conditions under which we can make specific purchases as and when we need them. The formal contract is formed when we place a call-off order against the framework.

Forestry England is part of the Forestry Commission, which is the legal entity. As such in our framework agreements and this document we refer to Commission to mean any part of the Forestry Commission including Forestry England.

Any part of the Forestry Commission may use this framework. The main users of the framework will be Forestry England.

This framework agreement is not exclusive and does not carry a minimum or maximum order value and no guarantee is given of the amount of goods that may be ordered.

2. Framework structure and operation

2.1 Framework Lots

The framework agreement is arranged in one Lot. The Lot will have a maximum on one supplier.

2.2 Framework management

Forestry England's designated Contract Manager has overall accountability for the operation of this framework agreement. This includes ensuring that the framework is operated as set out in this specification.

The administering of the framework, including the placement of Orders and Supplier monitoring and reporting will be undertaken by Forestry England's Contract Manager.

2.3 Selection & Quotation Procedure

Selection and Quotation

All Orders are direct awarded following the awards without re-opening competition process defined in Framework Agreement Clause 4.2.

3. Statement of requirements

3.1 General requirements

Supply of wooden marbles to meet the quality requirements as set out below:

- 70mm diameter.
- Spherical.
- Smooth.
- FSC wood (preferably sourced locally to Alice Holt from Forestry England, but wood must come from Forestry England woodlands).
- Branded as per Forestry England Brand requirements (EPS file of logo available upon award but image below included as indication; example branded design also below).



3.2 Delivery, installation, and services

The marbles are to be delivered to the Visitor Centre at Alice Holt Forest Centre, Bucks Horn Oak, Farnham, GU10 4LS. We will expect them in containers that are easy to manually handle. We will work with the supplier to keep them informed of demand for the marbles and discuss lead in times for repeat orders. It is expected that the supplier would be able to deliver batches of at least 1,000 marbles within a lead in time of one week of request.

3.3 Warranty

We are expecting the wooden marbles to be robust enough to complete the marble run on many occasions and therefore this needs to be a consideration within the manufacturing process.

4. Personnel

The Supplier ensures their personnel have the correct skills, knowledge, training, and experience when undertaking work on site, and ensures all personnel are appropriately supervised, instructed, and given full information to carry out their work.

5. Health and safety

The Supplier's work and the equipment and installation must comply fully with the requirements of UK Legislation, including but not limited to:

- Health and Safety at Work Act 1974

All equipment and installations must meet the requirements of all applicable UK legislation and standards and be CE marked.

The Supplier must comply with any other acts, orders, regulations and codes of practice relating to Health & Safety in the UK which may apply to the equipment or to staff and other persons working on our premises in the performance of the framework agreement.

In addition to this, all staff and other persons working on our land or premises must comply with Forestry Commission Health & Safety requirements.

5.1 Red - Amber - Green (RAG) Health and Safety

As part of wider framework agreement management procedures, the Forestry Commission implements a Red - Amber - Green system to assist with investigating the causes of unsafe acts and conditions and implementing any necessary corrective actions.

Unsafe acts or conditions that are immediately life-threatening are a red condition and works are suspended until the Commission is reassured that the root causes of the issue have been addressed. This may require a positive change to take place first, such as a different work method, different equipment or further training.

Unsafe acts or conditions that are potentially life-threatening, not meeting a regulation/industry standard or potentially environmentally damaging, are an amber condition. The Supplier addresses these situations and make sure they do not recur. If the Supplier receives three amber conditions in a rolling twelve-month period, then the third instance immediately becomes a red condition.

Where everything is found to be in good order, then it is a green condition.

Any corrective actions required because of red or amber conditions are actioned promptly. The Supplier covers any additional costs or make up time due to program delays because of health and safety breaches for which they are responsible.

The Commission actively monitors breaches in health and safety compliance, in accordance with the performance management requirements of this framework agreement.

Further information can be found in the following link.

<https://www.forestryengland.uk/article/safety-contracts>

5.2 Risk assessment and method statement (RAMS)

The Supplier prepares comprehensive risk assessments and method statements, which address the site-specific operations and hazards. The Supplier does not commence work until the RAMs are approved by the Commission. The Supplier makes all reasonable amendments requested by the Commission prior to the service commencing.

The Supplier ensures that the agreed RAMS have been reviewed with all members of the Supplier's personnel prior to commencing. An up-to-date copy of the RAMS is held on-site for the duration of the works and is readily available to the Supplier's personnel.

5.3 Reporting of Injuries Diseases and Dangerous Occurrences (RIDDOR)

The Supplier ensures that the Commission is provided with the details of any notifications submitted to the Health and Safety Executive in relation to the requirements of the [RIDDOR regulations](#). These notifications and any relevant details and acknowledgements are provided to the Commission without delay.

The Supplier brings any reported near miss incidents to the attention of the Commission within 2 working days of the incident occurring. This information is used to investigate the incident and determine what further actions can be implemented to prevent a re-occurrence.

5.4 Vehicles, plant and equipment

All vehicles operated by or on behalf of the Supplier are in a roadworthy condition and suitable for the relevant road conditions and terrain. The Supplier will provide all necessary equipment required to complete the operations in a safe and efficient manner. All equipment must be fully calibrated, serviced and maintained to meet PUWER and all other appropriate British Safety Standards. All staff/sub-Suppliers must be adequately trained in the safe and proper operation of all equipment. Vehicles and plant are driven carefully and at speeds appropriate to the nature of the route, vehicular load, prevailing weather and road conditions.

All vehicles and/or machinery and/or equipment operated by or on behalf of the Supplier are to be in a safe and operable condition and, comply with and be operated in accordance with all applicable legal requirements and best practice. The Supplier provides certificates of examination and/or fitness for purpose of such vehicles and/or equipment to the Commission as requested.

6. Insurance

The Supplier is required to maintain the following insurance levels throughout the framework agreement:

Public Liability Insurance £5 million

Employers Liability Insurance £5 million

Product Liability Insurance £2 million

7. Communication and Framework Management

Good levels of communication are required with the Forestry Commission team. The Commission will assign a named framework agreement manager. The framework agreement manager and supporting team will work with the Supplier's team to deliver this framework agreement to agreed KPI's, time and to budget.

The Supplier will be required to attend at least one pre-commencement site meeting each year to plan the framework agreement and coordinate its management.

The Supplier will notify the Forestry Commission framework agreement manager in advance of the times and dates when they expect to be on site, if not detailed in the pre-commencement meeting.

7.1 Framework management meetings

Meetings are held between the Commission and the Supplier at least every six months. Where no Orders have been issued to a Supplier in the past six-month period a meeting is not held.

Meetings are either held in person or using telephone/video conferencing. Where they are held in person the location of the meeting is agreed between the Commission and the Supplier.

These meetings may include discussions on:

- best practice and lessons learned,
- operation of the framework agreement and identify any issues to be resolved,
- discuss any forthcoming requirements or initiatives by the Commission,
- discuss the Suppliers' performance against the performance measurement criteria.

8. Environmental sustainability, Social Value and Modern Slavery

8.1 Environment

Forestry Commission works to recognised sustainability standards. Our woodland management is independently certified to the UK Woodland Assurance Standard (UKWAS). All other activities are managed through our environmental management system (EMS) which is designed to ISO 14001-2015 standards. We require the successful Supplier to contribute towards our aim of being as sustainable as possible and to help reduce waste and energy requirements wherever possible. Our Environment Statement is available [here](#) on our website and provides further details our aims.

The Supplier must work with us to eliminate avoidable non-recyclable waste arising from operation of this framework agreement.

Consumer single use plastics must not be supplied as part of this framework agreement and alternatives must be identified.

8.2 Timber

It is our aspiration to source Forestry England timber from Alice Holt Forest (or surrounds) to make the wooden marbles. Currently this is likely to be spruce, larch or Douglas fir. As this is a new supply chain for Forestry England, we would need to work with the supplier to understand how this could work, from collection from roadside, through to how much lead time is required. Therefore, to minimise the risk of this being our only option and operational challenges undermining the supply of marbles, we need the supplier to have alternative sources of FSC certified timber available to them and to be able to prove where the timber has come from.

Only timber and timber products originating either from independently verified legal and sustainable sources (such as PEFC/FSC certified timber or woodland products) or from a licensed Forest Law Enforcement Governance and Trade FLEGT) partner can be used. Grown in Britain licences are also accepted as demonstrating a legal and sustainable standard of timber.

8.3 Waste management

The Supplier ensures that disposal of all waste arising from works undertaken through this framework agreement meets the requirements of the [Environmental Protection \(Duty of Care\) Regulations 1991, Section 34 of the Environmental Protection Act 1990](#).

The Supplier provides relevant documentation relating to the disposal of waste in connection with works, at the request of the Commission.

8.4 Modern Slavery

Modern slavery is the illegal exploitation of people for personal or commercial gain. It covers a wide range of abuse and exploitation including sexual exploitation, domestic servitude, forced labour and criminal exploitation.

The Forestry Commission's Modern Slavery statement is [here](#)

Also see <https://www.gov.uk/government/collections/modern-slavery> for further information.

The Supplier will ensure that its workplaces and those of its sub-contractors apply a standard of ethical treatment in relation to their workers where:

- no worker employed is younger than the local legal minimum age for employment or the age for completing compulsory education, but in no case shall any worker younger than 15 (fifteen) years of age (or 14 (fourteen) years of age where local law allows) be employed.
- the worker's presence is voluntary and is not the result of direct or indirect forced or involuntary labour, whether prison, bonded, indentured or otherwise.
- the workers are treated with dignity and respect, and there is no use of corporal punishment, threats of violence, or other forms of physical, sexual, psychological or verbal harassment or abuse towards such workers.
- there no discrimination is practised in hiring and employment practices, including salary, benefits, advancements, discipline, termination, or retirement, on the basis

- of race, religion, age, nationality, social or ethnic origin, sexual orientation, gender, political opinion or disability
- the employer complies with all applicable wage and hour laws, including minimum wage, overtime, maximum hours, piece rates and other elements of compensation, and to provide legally mandated benefits. If local laws do not provide for overtime pay the employer must pay at least regular wages for overtime work. Except in extraordinary business circumstances, there will be no requirements on employees to work more than the lesser of: (a) 48 (forty eight) hours per week and 12 (twelve) hours overtime; or (b) the limits on regular and overtime hours allowed by local law, or, where local law does not limit the hours of work, the regular work week in such country plus 12 (twelve) hours overtime.
- employees will be entitled to at least one day off in every seven-day period. Where local industry standards are higher than applicable legal requirements, the employer will meet the higher standards.
- the rights of employees to associate organise and bargain collectively in a lawful and peaceful manner, without penalty or interference, in accordance with applicable laws are respected.

9. Key performance indicators

We will be evaluating the success and performance of the framework agreement against agreed KPIs. Although the exact indicators will be agreed at the commencement of the framework agreement, examples of applicable measures are highlighted below. These will be reviewed annually and may be adjusted by mutual agreement.

If the existing Services are varied or new Services are added, Target KPIs for the same will be agreed between the parties in accordance with the Change Control Procedure and will form part of the framework agreement.

KPI Description	Measures	Target
Delivery of batches	• Within 7 days of order.	• By date
Quality of wooden marbles	• 70mm diameter. • Spherical. • Smooth. • FSC or alternatively certified wood (preferably sourced locally to Alice Holt from FE). • Branded as per Forestry England Brand requirements	• >95% compliant quality.
Clear communication during contract	• All enquiries responded to within 2 working days	• >95% compliance

The Supplier shall monitor its performance against each Target KPI and shall send the Commission a report quarterly detailing the Achieved KPIs.

The Supplier shall, within 3 Business Days of becoming aware, notify the Commission of any actual or potential failure to meet a Target KPI and must take all steps to overcome and mitigate the effect of a Service Failure as soon as reasonably practicable.

The Commission may require the Supplier to prepare and implement, at its own expense, a plan identifying the issue arising out of the problem and the steps which it will take to remedy the Service Failure (a Rectification Plan). The Rectification Plan will be implemented in accordance with its terms, subject to the prior approval of the Rectification Plan by the Framework Manager.

10. Price Adjustments

Unit Costs

The prices submitted in the Price List will be held for the length of the contract. However, should there be a rise in inflationary costs a price review can be requested.

The uplift will be made to the unit price that is submitted at tender in the contract price list. For example, if the RPI according to Office of National Statistics rise by 1.5%, then a request may be made at the beginning of the following financial year to increase the unit price by 1.5%. This means that an Initial Contract Unit Price of say £3/unit would increase to £3.05/unit.

11. Framework agreement Expiry

An exit meeting may be held with the Supplier (at the discretion of Forestry England) prior to expiry of the contract to review contract performance and discuss any lessons learnt or opportunities for improvement.

Framework Agreement - Wooden Balls Ltd

Final Audit Report

2025-10-06

Created:	2025-09-23
By:	commercial.services@forestryengland.uk commercial.services@forestryengland.uk (commercial.services@forestryengland.uk)
Status:	Signed
Transaction ID:	CBJCHBCAABAAFM5y04xQryWV4pSdld9G9vQtjZm5Mnzo

"Framework Agreement - Wooden Balls Ltd" History

-  Document created by commercial.services@forestryengland.uk commercial.services@forestryengland.uk
(commercial.services@forestryengland.uk)
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-  Document emailed to info@southleighfarm.co.uk for signature
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2025-10-05 - 8:12:06 PM GMT- IP address: 185.161.7.134
-  Document e-signed by Simon jackman (info@southleighfarm.co.uk)
Signature Date: 2025-10-05 - 8:12:08 PM GMT - Time Source: server- IP address: 185.161.7.134

 Document emailed to nick.wardlaw@forestryengland.uk for signature

2025-10-05 - 8:12:10 PM GMT

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2025-10-05 - 8:18:36 PM GMT- IP address: 172.186.8.134

 Signer nick.wardlaw@forestryengland.uk entered name at signing as Nick Wardlaw

2025-10-06 - 8:21:58 AM GMT- IP address: 83.151.251.155

 Document e-signed by Nick Wardlaw (nick.wardlaw@forestryengland.uk)

Signature Date: 2025-10-06 - 8:22:00 AM GMT - Time Source: server- IP address: 83.151.251.155

 Agreement completed.

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