

Date as in Open Portal

Contract for The Supply of Food Waste Caddies and Wheeled Bins

Between

The Council of the Borough of North Tyneside

and IPL Plastics (UK) Limited

Contract Particulars

Authority Procurement Reference No.	SP12958
OPEN Portal Reference Number.	OPEN2025658
Contractor	IPL Plastics (UK) Ltd
Contract Date	1 st September 2025
Contract Commencement Date (if different from above)	N/A
Expiry Date	31 st August 2026
Option to extend	Yes
Extension Period	1 x 12 Month period
Option Exercise Date	1 st September 2026
Authority Officer and person to whom any notice under this Contract should be sent	Laura Manley

Contractor Officer and person to whom any notice under this contract should be sent.	Georgia Eastwood
Procurement Officer	Joanna Elliott

DATE:

PARTIES: North Tyneside Council and IPL Plastics (UK) Ltd

- (1) The Council of the Borough of North Tyneside of Quadrant, Cobalt Business Park, Silverlink North, North Tyneside Tyne & Wear NE27 0BY (**Authority**), and
- (2) The party details of which are set out in Schedule 1 (**Contractor**).

Background

- A.** The Authority has undertaken a procurement exercise in respect of its requirements for the services specified in the Specification.
- B.** The Contractor submitted a tender submission and Method Statement to the Authority in respect of the Specification, which was successful under the Authority's procurement process, and has been accepted by the Authority. This acceptance was confirmed in writing to the Contractor.
- C.** This Contract is the contract contemplated by the Tender Documents to embody the agreed terms relating to the supply of the goods by the Contractor to the Authority.

Agreement

1. Commencement

Without prejudice to the terms of the Tender Documents, this Contract shall be effective from the Contract Commencement Date, or, in the case of this Contract being executed by way of deed, upon the date of delivery by the Authority.

2. Terms and Conditions of Contract

- 2.1 The documents which form this Contract are those referred to in Schedule 2 ('the Contract Documents'). The

terms of the Contract shall apply to all supplies of Services made under this Contract as if they were set out in full in the main body of this Contract.

- 2.2 Where a conflict arises between the documents forming the Contract Terms, they shall take precedence in the order as listed in Schedule 2.

3. Supply

The Contractor shall supply the Service to the Authority at the times and in the manner stated in accordance with the terms of the Contract Documents.

4. Payment

Subject to the provisions of this Contract the Authority shall pay for the Service in the manner stated in the Contract Documents.

5. 'The Contractor' and 'the Provider'

Where the Contract Terms refer to 'the Contractor' and 'the Provider', these definitions are interchangeable and shall have the following meaning:

'means the party with whom this Contract is placed to provide the Service to the Authority as appearing in the Articles of Agreement, or an Order placed by the Authority pursuant to the Contract, and where the context so admits shall include the Contractor's employees, agents sub-contractors, permitted assigns and their employees and agents.'

6. Counterparts

- 6.1 This Contract may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one Contract.
- 6.2 Transmission of the executed signature page of a counterpart of this agreement by electronic means be it by fax or email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Contract. If either method of delivery is adopted, without prejudice to the validity of the Contract thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

Schedule 1

The Contractor

Name: IPL Plastics (UK) LTD

Address:

IPL Schoeller

Barbot Hall Industrial Estate,

Mangham Road, Greasbrough,

Rotherham, S61 4RJ.

Company Registration Number: 06094735

Address of Registered Office (if different):

Denis House, Mariner, Lichfield Road Industrial Estate, Tamworth,

Staffordshire, United Kingdom, B79 7UL

Schedule 2

The Contract Terms

The Contract Terms shall comprise the Contract Documents (as defined by the General Conditions for the Supply of Goods as set out in full on the Open Portal reference OPEN2025658:

- (a) These Articles of Agreement
- (b) Contractor's Form of Tender
- (c) General Conditions of Contract
- (d) Specific Conditions of Contract
- (e) Specification and Appendices to the Specification
- (f) Schedule of Prices
- (g) Contractor's Method Statement
- (h) All Schedules to the Conditions.

In the event of and only to the extent of any conflict between the Contract Documents, the conflict shall be resolved in accordance with the above order of precedence.

Execution

Signed on behalf of the Contractor:-

Authorised signatory:



Title: **Sales Director**

Printed Authorised
Signatory: **Mark Mills**

Witness signatory:



Title: **Bid Manager**

Printed Witness signatory: **Georgia Eastwood**

EXECUTED AS A DEED by
affixing the seal of the COUNCIL
OF THE BOROUGH OF NORTH
TYNESIDE in the presence of:



158208

Authorised Signatory



