



**Nottinghamshire
County Council**

DATED: 8 OCTOBER 2025

Between

NOTTINGHAMSHIRE COUNTY COUNCIL

and

HIGH PARK INDUSTRIES LIMITED

FRAMEWORK AGREEMENT

for the Supply of 6mm Wood Pellets and Wood Pellet Store Cleaning Service in
Nottinghamshire

Nottinghamshire County Council
County Hall
West Bridgford
Nottingham
NG2 7QP
Reference: 045514 / SF

MA/2817

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DATED: 8 OCTOBER 2025

THIS AGREEMENT is made between:

BETWEEN:

1. **NOTTINGHAMSHIRE COUNTY COUNCIL** of County Hall, Loughborough Road, West Bridgford, Nottingham, NG2 7QP (**Council**); and
2. **HIGH PARK INDUSTRIES LIMITED** incorporated and registered in England and Wales with company number 06943408 whose registered office is at , Helmsley Road, Rainworth, Notts, NG21 0DG (**Provider**).

BACKGROUND

- (A) On 15th July 2025, the Council published a tender notice on the central digital platform for the provision of Products and Services with reference DN781594 to itself and associated bodies as set out in the Specification under a framework agreement with an estimated value of £3,200,000.
- (B) On the basis of the Provider Bid Document, the Council selected the Provider to enter a framework agreement to provide the Products and Services in accordance with this Agreement.
- (C) This is a single Provider framework agreement under which Orders (if required) will be placed with the Provider following the procedure set out in this Agreement.
- (D) This Agreement sets out the procedure for placing Orders for Products and Services, the terms for their provision and the obligations of the Provider.
- (E) This Agreement is not an open framework.
- (F) It is the Parties' intention that there is no obligation to place Orders with the Provider under this Agreement or at all.

1. Definitions

- 1.1. In this Agreement the following expressions shall have the following meanings unless inconsistent with the context; and similarly those expressions defined within the Specification shall carry the meanings set out in the Specification:

WORDS AND EXPRESSIONS	MEANING
Actual Delivery Date	the actual date of delivery of the Products, Services and or Deliverables (as the case may be) to the Site;
Agreement	this framework agreement including the Schedules annexed to it;
Framework Agreement Manager	means a person appointed by each Party to manage this Agreement, the first such persons being: (a) For the Council: Name: Nick Stendall Position: Energy Management Officer Email: nick.stendall@nottscc.gov.uk Tel: 0115 9774849 (b) For the Provider: Peter Cheesmond Position: Company Director Email: peter@highparkindustries.co.uk
Buyer	Any organisation which can purchase from the Provider as set out in the Specification;
Commencement Date	1 st October 2025;
Confidential Information	any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel and Providers of the Provider, including intellectual property rights, together with all information derived from the above, and any other information clearly designated as being

WORDS AND EXPRESSIONS	MEANING
	confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential;
Council IPR	the IPR owned by the Council prior to the Commencement Date or vesting in the Council pursuant to any Order or vesting in the Council independently of this Agreement (including IPR in the Council's documentation and processes);
Data Protection Legislation	(i) the UK General Data Protection Regulation; (ii) the Data Protection Act 2018 to the extent that it relates to processing of Personal Data and privacy; and (iii) all applicable Law about the processing of Personal Data and privacy;
Day	a calendar day;
Deliverables	all Management Information, documentation, products and materials provided by the Provider or its agents, subcontractors, consultants and employees in relation to the Products and Services in any form, including data and reports including the reports and other records required in the Specification.
Delivery Date	the date for delivery of the Products and/or Services ordered under an Order;
EIR	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;
Expiry Date	the date falling 24 months from and including the Commencement Date. The Council can extend this Agreement for a maximum of two additional 12-month extensions.
FOIA	the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and or codes of practice issued by the Information Commissioner in relation to such legislation;
Force Majeure Event	any cause affecting the performance by a Party of its obligations under this Agreement arising from acts, events, omissions or non-events beyond its reasonable control, including acts of God, riots, war, acts of terrorism, fire, flood, storm or earthquake and any disaster, but excluding any industrial dispute relating to the Provider, the Provider Team or any other failure in the Provider's supply chain;
Information	has the meaning given under section 84 of the FOIA;
IPR	patents, inventions, trademarks, service marks, logos, design rights (whether registrable or otherwise), applications for any of the above, 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 UK) and the right to sue for passing off.
Law	any applicable Act of Parliament, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, regulatory policy, guidance or industry code, judgment of a relevant court of law;

WORDS AND EXPRESSIONS	MEANING
Management Information	the management and any other information and records specified in the Specification to be recorded and maintained by the Provider.
Necessary Consents	all approvals, certificates, authorisations, permissions, licences, permits, regulations and consents necessary from time to time for the performance of the Products and/or Services.
Loss	includes losses, liabilities, claims, costs, charges and outgoings of every description (including legal expenses), compensation payable under the Framework Agreement and any Orders; and the reasonable cost to the Council for the time spent by its officers in terminating the Framework Agreement Contract; and the reasonable cost to the Council and to any Buyer for the time spent by its officers in terminating any Order and in making alternative arrangements for the provision of the Products and/or Services;
Order	a call-off contract for Products and/or Services comprising the Order issued in accordance with clause 4 and the Specification;
Performance Levels	the levels of performance required of the Provider of its obligations under this Agreement and any Order including the obligations set out in the Specification;
Personal Data	takes the meaning given in the UK General Data Protection Regulation;
Product	any tangible item (including wood pellets) referred to in the Specification and / or the Order;
Prohibited Act	(a) to directly or indirectly offer, promise or give any person working for or engaged by the Council 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 Agreement; (c) committing any offence: (i) under the Bribery Act 2010; (ii) under legislation creating offences concerning fraudulent acts; (iii) at common law concerning fraudulent acts relating to this Agreement or an Order or any other contract with the Council or any Buyer; or (d) defrauding, attempting to defraud or conspiring to defraud the Council;

WORDS AND EXPRESSIONS	MEANING
Provider Bid Document	information provided by the Provider in their tender submission to provide the Products and Services as set out in whole or in part at Schedule 3;
Provider IPR	the IPR owned or created by the Provider prior to the commencement date of each Order or vesting in the Provider independently of this Agreement;
Provider Team	the Framework Agreement Manager and the personnel of the Provider including all employees, consultants, agents and subcontractors which the Provider engages (if necessary, having first obtained the Council's consent);
Request for Information	a request for information under the FOIA;
Services	the services referred to in the Specification and set out in the Order;
Specification	the description of the Products and Services to be provided under the Agreement and any Order contained in Schedule 1;
Site	the location where the Products and/or Services comprised in an Order are to be supplied or performed (as appropriate);
Supply	the provision of Products and/or Services under this Agreement and any Order;
Third Party Software and IPR	the software programs and IPR proprietary to third parties;
Working Day	a Day (other than a Saturday or Sunday) on which banks are open for domestic business in the City of London;
Working Hours	8:00 to 16:00 Monday to Friday (excluding bank holidays);
VAT	value added tax.

2. Interpretation

2.1. In this Agreement except where the context otherwise requires:

- (a) references to any gender includes any other gender and those who identify as non-binary and the singular includes the plural and vice versa;
- (b) references to any statutory instrument will, unless the context otherwise requires, be construed as including references to that statute or statutory instrument as from time to time amended or to any statute or statutory instrument for the time being replacing, extending, consolidating or amending the same and will include any orders, regulations, instruments or other subordinate legislation made under relevant statute of statutory instrument;
- (c) references to **Clauses** and **Schedules** are to clauses of and schedules to this Agreement, and references to **Paragraphs** are to paragraphs in the Schedule in which such references appear;
- (d) reference to a **person** includes any individual, firm, unincorporated association, body corporate or public authority;
- (e) reference to **Provider** shall include the Provider's subcontractors unless expressly excluded;
- (f) the terms **Party** and **Parties** shall mean separately the Council or the Provider or together both.
- (g) the words **include**, **includes** and **including** are to be construed as if they were immediately followed by the words **without limitation**;

(h) the headings to and within the Clauses and Schedules are for ease of reference only and shall not affect the construction of this Agreement.

1.2. No terms and conditions of the Provider whether stated in the Provider Bid Document, on an invoice, in a catalogue or other literature shall apply, override or supersede any of the terms of this Agreement.

1.3. The terms in the Clauses and Schedules shall apply to all Orders made under Clause 4.3. If there is an inconsistency between any of the provisions of this Agreement, an Order, the Specification and the Provider Bid Document respectively, such conflict or inconsistency shall be resolved according to the following order of priority:

(a) the Order;

(b) the Specification;

(c) the Clauses and remaining Schedules of this Agreement (except for the Provider Bid Document); and

(d) the Provider Bid Document.

3. Commencement

3.1. This Agreement shall come into effect on the Commencement Date and shall (unless terminated earlier in accordance with Clause 11) continue in force until the Expiry Date.

3.2. An Order shall be effective from the date of the Order and, unless terminated earlier in accordance with Clause 11, shall continue in force until the Provider's obligations under the terms of the Order have been satisfied whether or not it occurs before or after the Expiry Date. Where the Provider's obligations under an Order remain unsatisfied at the Expiry Date such of the terms of this Agreement as are relevant to the satisfaction of such obligations shall continue in effect until such time as such obligations are satisfied.

4. Provisions of Products and/or Services

Contractual Relationship

4.1. This Agreement constitutes a standing offer by the Provider for the Supply throughout the duration of the Agreement and governs the overall relationship between the Parties. It is intended that an Order by the relevant Buyer will be legally binding between the Buyer and the Provider. In consideration of the Provider agreeing to enter into this Agreement and to perform its obligations under it, the Council agrees to pay (if demanded) and the Provider agrees to accept on the signing of this Agreement the sum of one pound sterling (£1.00).

Orders

4.2. There shall be no obligation upon the Council to procure Orders are made nor on any Buyer to place any Order or a minimum number of Orders under this Agreement. The Provider acknowledges that, in entering into this Agreement, no form of exclusivity or volume guarantee has been granted by the Council or any Buyer for the Supply and that the Council and any Buyer is at all times entitled to enter into other contracts and arrangements with other providers for the provision of any or all products and/or services which are the same as or similar to the Products and Services.

4.3. For the avoidance of doubt, unless otherwise agreed by the Parties, the Provider shall be entirely responsible under this Agreement and under each Order for the provision of all supplies and resources necessary to perform this Agreement or the relevant Order (as the case may be).

Ordering Procedure and Orders

4.4. Each Order shall be submitted to the Provider in accordance with the Specification and may at the option of the Buyer be in the Order Form format set out in the Specification Appendix C.

Prices

4.5. The prices of Products and Services (**Prices**) are set out in Schedule 2.

4.6. Subject to prior written agreement by the Council, the Prices may be varied provided that:

- (a) there are relevant changes in manufacturer's prices in relation to the Products or changes in market prices, changes in prices from third parties and or subcontractors in relation to the Services and the Provider shall provide to the Council such evidence as the Council shall reasonably require in support of a claim for a variation;
 - (b) no increase in Prices shall come into effect until 30 days after the date of the Council's written agreement to such increase;
 - (c) no increase in Prices may take effect within 12 months after any previous such increase; and
 - (d) no increase in Prices shall exceed the increase in the Retail Prices Index maintained by the UK Government (or such other index as may replace it) during the period since the last such increase or (if there has been no previous increase) since the Commencement Date.
- 4.7. The Prices shall be in pounds sterling and inclusive of any duties, imports or levies and exclusive of any applicable VAT, expenses, subsistence costs which shall be payable by the Buyer in the manner and at the rate prescribed by law subject to receipt of a VAT invoice.
- 4.8. Unless otherwise agreed in writing the Prices shall be inclusive of all charges for packaging, packing, shipping, levies, taxes, carriage, insurance and delivery of Products and all expenses, costs, fees and disbursements in relation to Services.
- 4.9. The Provider shall use all reasonable endeavours to negotiate with Product (in particular wood pellet) suppliers to get the best price possible for the benefit of the Buyers and shall provide the Council with information about how it has complied with this obligation.

Subcontractors

- 4.10. The Provider shall not subcontract any of its rights and obligations under this Agreement or any Order without the prior written consent of the Council (that is, in relation to any Order, a Buyer may not give such consent) which the Council may in its absolute discretion refuse.
- 4.11. The giving of the Council's consent to the Provider to subcontract will not relieve the Provider of its obligations under this Agreement or any Order and the Provider will be responsible for the acts, defaults and neglect of any subcontractor or any employee, agent or servant or any such subcontractor, as if they were its own acts, defaults and neglect. This will be the case even if as a condition of giving its consent the Council requires the subcontractor to agree directly with it or with any Buyer that the subcontractor will carry out all the Provider's obligations under this Agreement.

5. Performance of Orders

- 5.1. The Provider shall, and shall procure that its subcontractors shall, at all times for the duration of this Agreement deliver the Products and perform the Services described in any Orders in accordance with the terms of this Agreement, including the warranties and undertakings contained at Clause 9 (Warranty).
- 5.2. The Provider shall at all times for the duration of this Agreement maintain sufficient resources to fulfil its obligations under this Agreement and any Order made in accordance with its terms.
- 5.3. All Orders made in accordance with the terms of this Agreement shall conform in all respects to the Law.
- 5.4. The terms of this Agreement including any Order shall override any conditions of sale, payment terms or other contractual conditions of the Provider including any terms or conditions which the Provider may purport to apply under any quotation, estimate, sales offer or similar document.

6. Supply of Products and Services

Supply

- 6.1. Following the formation of an Order:
- (a) The Provider will supply and the Buyer will receive the Products and/or Services (including any documentation) upon the terms of this Agreement and in consideration of the payment of the relevant Price by the Buyer (or, in the circumstances set out in the Specification, in consideration of the payment of the relevant Price in relation to particular Order/s by the Council).

(b) The Provider shall perform the Services in accordance with the terms of this Agreement.

Intellectual Property Rights

6.2. Subject to Clause 6.3:

- (a) the Council shall not acquire any right, title or interest in the Provider or any Third Party IPR; and
- (b) the Provider (or any third party they introduce to the Council) shall not acquire any right, title or interest in the Council or any Third Party IPR.

6.3. The Provider hereby grants to the Council or shall procure the direct grant to the Council of, a licence to use the Provider IPR and the Third Party IPR during the term of the relevant Order. **Use** shall mean the right to load, execute, store, transmit, display and copy.

6.4. Where relevant and necessary, the Council hereby grants to the Provider or relevant third party a royalty-free, non-exclusive, non-transferable licence during the term of the relevant Order to use the Council IPR. The Provider shall not use the licensed materials for any other purpose.

6.5. The Provider shall provide the Third Party Software and IPR which without limitation shall provide a non-exclusive right for the Council to use the Third Party Software and IPR for the term of the Order.

6.6. The Council shall own all Council IPR. The Provider shall own all Provider IPR and the relevant third party shall own the Third Party Software and IPR.

Delivery

6.7. Following the formation of an Order in accordance with the Specification:

- (a) The Supply shall be provided strictly in accordance with any description, timescale and details contained in the Specification and/or Order;
- (b) The time of delivery referred to in Clause 6.12(a) is of the essence.
- (c) The Provider shall ensure that the Products shall be marked in accordance with the Specification, Order and the Law and properly packed and secured for delivery to the Council in an undamaged condition.
- (d) The Provider shall arrange for the carriage of the Products to the Site at the cost of the Provider.
- (e) Upon receiving notice that any of the Products have been damaged or lost in transit, the Provider shall repair or replace such Products free of charge and due delivery of the Products shall not be deemed to have taken place until replacements have been delivered by the Provider.
- (f) If the Provider fails to deliver all the Supply specified in an Order in accordance with the terms of this Agreement by the due Delivery Date then, without prejudice to any other rights or remedy available to the Council, the Buyer (or on the Buyer's behalf the Council) may:
 - (i) terminate the Order (in whole or in part);
 - (ii) purchase other products and/or services of the same or similar description to the relevant Products and/or Services to make good such default and recover from the Provider the amount by which the cost of purchasing other products and/or services exceeds the amount that would have been payable to the Provider in respect of the Supply replaced by such purchase;
 - (iii) refuse to accept any subsequent delivery of the Supply which the Provider attempts to make; and/or
 - (iv) claim damages for any additional costs, loss or expenses incurred by the Buyer or the Council which are in any way attributable to the Provider's failure to deliver the Supply.

Preparation of the Site

- 6.8. Where the Provider is required under the terms of any Order or otherwise in accordance with this Agreement to install any Products the Buyer shall use its reasonable endeavours to complete the preparation of the Site in accordance with any reasonable instructions.

Acceptance Testing

- 6.9. The Provider shall ensure that each Product performs in accordance with criteria set out in the Specification and shall comply with the obligations in the Specification about the supply of the Product.

Risk and Title

- 6.10. Risk in a Product shall not pass to the Buyer until the Product has complied with the obligations in the Specification.
- 6.11. Title in a Product shall pass to the Buyer on the Actual Delivery Date.
- 6.12. A Buyer may reject a Product which is not in accordance with this Agreement including the Specification and any Order within a reasonable time of such inspection as set out in the Specification.

7. Quality Assurance

- 7.1. Throughout the term of this Agreement and any Order the Provider shall:
- (a) subject to the prior written approval of the Council, appoint or, at the written request of the Council, remove and or replace without delay:
 - (i) the Framework Agreement Manager who shall be responsible for implementation of the Provider's responsibilities pursuant to this Agreement (including the Framework Agreement Manager Duties) and (without limitation) have authority under this Agreement to authorise expenditure and contractually bind the Provider on all matters;
 - (ii) any member of the Provider Team who shall or shall not be suitably skilled, experienced and qualified in the opinion of the Council;
 - (b) ensure in so far as is reasonably possible that the same person acts as the Framework Agreement Manager or any member of the Provider Team and, if the Council requires, provide a suitably qualified replacement;
 - (c) promptly inform the Council of the absence or anticipated absence of the Framework Agreement Manager and, if the Council requires, provide a suitably qualified replacement;
 - (d) ensure that the Framework Agreement Manager monitors this Agreement and any Order including performance and/or non-performance of any Order and in the event of non-performance, the Framework Agreement Manager shall immediately rectify the same.
 - (e) discharge its obligations under this Agreement and any Order in accordance with the Law and this Agreement including the Specification;
 - (f) keep proper records and accounts including but not limited to such records and accounts reasonably necessary to comply with its obligations under Clause 13 (Audit Access);
 - (g) at all times for the duration of this Agreement and any Order employ or engage sufficient persons of sufficient abilities, qualifications, competence and skills for the proper performance of its obligations under this Agreement and any Order; and
 - (h) procure that where an appropriate standard (including but not limited to British Standard Specification or British Standard Code of Practice issued by the British Standards Institution) is current all goods used and all workmanship undertaken in the supply of the Products and/or Services supplied under any Order shall be in accordance with that standard or its European equivalent.

8. Payment

- 8.1. Payment and invoicing shall take place in accordance with the Specification.

- 8.2. No invoice shall be due and payable until the Supply to which it relates has been delivered to and accepted by the Buyer in accordance with the terms of the Order (Payment Date).
- 8.3. Any payment due from the Provider to the Buyer or to the Council shall be payable within thirty (30) Days of the date of a demand for payment and/or an invoice from the Buyer or the Council as appropriate.
- 8.4. All Prices and all payments to be made under an Order shall be made in pounds sterling.
- 8.5. The Buyer and the Council shall be entitled to set off against the Prices any sums (under this Agreement or otherwise) owed to them by the Provider.
- 8.6. Where any Party disputes any sum to be paid by it then a payment equal to the sum not in dispute shall be paid and the dispute as to the sum that remains unpaid shall be determined in accordance with Clause 15 (Dispute Resolution Procedure).
- 8.7. The Prices are stated exclusive of VAT, which shall be added at the prevailing rate as applicable and paid by the Council following delivery of a valid VAT invoice. The Provider shall indemnify the Council and the Buyer against any liability (including any interest, penalties or costs incurred) which is levied, demanded or assessed on the Council or the Buyer at any time in respect of the Provider's failure to account for, or to pay, any VAT relating to payments made to the Provider under this Agreement or any Order.
- 8.8. Where the Provider enters into a subcontract with a Provider or contractor for the purpose of performing an Order, it shall cause a term to be included in such a subcontract that requires payment to be made of undisputed sums by the Provider to the subcontractor within a specified period not exceeding thirty (30) days from the receipt of a valid invoice, as defined by the subcontract requirements.

9. Warranty

- 9.1. The Provider warrants to the Council and (in relation to an Order) the Buyer that:
 - (a) it has full capacity and all Necessary Consents to enter into and perform its obligations under this Agreement and any Order;
 - (b) it has undertaken a due diligence exercise to determine that it is capable of providing the Services;
 - (c) in entering into this Agreement or any Order it has not committed any Prohibited Act;
 - (d) as at the Commencement Date, all information, statements and representations contained in the Provider Bid Document are true, accurate and not misleading except as may have been specifically disclosed in writing to the Council before the execution of this Agreement and it will promptly advise the Council of any fact, matter or circumstance of which it may become aware during the term of the Agreement that would render any such information, statement or representation to be false or misleading;
 - (e) at each Order formation, information, statements and representations contained in the Quote and which forms part of an Order are true, accurate and not misleading save as may have been specifically disclosed in writing to the Council and to the Buyer and it will promptly advise the Council and/or the Buyer of any fact, matter or circumstance of which it may become aware during the term of the Order that would render any such information, statement or representation to be false or misleading;
 - (f) 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 Agreement and any Order;
 - (g) 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 Agreement and any Order;
 - (h) 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 Provider 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 Provider's assets or revenue;

- (i) any services shall be provided and carried out by appropriately experienced, qualified and trained personnel with all due skill, care and diligence and to such high standard of quality as it is reasonable for the Provider to expect in all the circumstances;
- (j) it shall not use its own terms and conditions, terms of business, payment terms or other contractual conditions of the Provider. For the avoidance of doubt, the terms of this Agreement, and any Order shall override any terms and conditions of business, payment terms or other contractual conditions of the Provider.
- (k) all Products (including the media on which they are delivered) supplied by the Provider under any Order will:
 - (i) be of satisfactory quality and fit for any purpose held out by the Provider, or for which such Products are normally used, or made known to the Provider by the Council;
 - (ii) be of the very best quality and free from defects in design, material and workmanship;
 - (iii) comply in all respects with the Law and any appropriate standard in force at the Delivery Date;
 - (iv) comply in every respect with the Specification and/or Order; and
 - (v) be supplied with the benefit of all other warranties, conditions or terms relating to fitness for purpose, merchantability or condition of the Products whether implied by statute, common law or otherwise.
- (l) as far as it is able, the Provider will pass on to the Council and/or the Buyer the benefits of any warranties given by any third party in relation to any Product.

9.2. The Provider warrants and undertakes to the Council and the relevant Buyer that it shall perform the Services in accordance with the Specification and/or Order and the terms of this Agreement and discharge its obligations under any Order (including the provision of the Product and the Services) with all due skill, care and diligence including good industry practice and in accordance with such quality management standards and procedures as may be agreed with the Council from time to time as being appropriate and that all staff, servants or agents assigned shall obey all reasonable instructions given to them by the Council or any Buyer and shall possess such skills and experience as is appropriate for the proper performance of these obligations.

9.3. Without prejudice to any other right or remedy available to the Council or to the Buyer, if any Products or Services are not supplied or performed in accordance with the terms of an Order, then the Council and/or the Buyer shall be entitled as set out in the Specification and in particular:

- (m) to require the Provider to supply replacement Products and/or Services with immediate effect; or
- (n) at the Council's or (in relation to a particular Order) the relevant Buyer's sole option, and whether or not the Council or (in relation to a particular Order) the relevant Buyer has previously required the Provider to supply any replacement Products or Services, to treat the Order as discharged by the Provider's breach and require the repayment of any part of the Prices which have been paid.

9.4. The warranties contained in this Clause 9 are given in addition to all other warranties or conditions, express or implied, including any warranty or condition of merchantability or fitness for a particular purpose and of all other obligations or liabilities of the Provider.

10. Variation of Agreement or Order

10.1. The Council reserves the right to vary the terms of this Agreement in accordance with the terms of this Clause 10.

10.2. Where the Council wishes to make a variation to this Agreement it will provide details of the proposed variation to the Provider and request the Provider in writing to investigate such variation. On the receipt of such a request, the Provider shall submit a document to the Council (**Change Form**) which sets out:

- (a) the likely timescale for such change to be implemented;
 - (b) details of any amendment to be made to the Prices payable or to any other aspect of this Agreement or as a result of introducing such variation; and
 - (c) details of the impact of the enhancement on any other aspect of the provision of the Products and/or Services.
- 10.3. Within thirty (30) days of receipt of the Change Form the Council will notify the Provider in writing whether or not the Council accepts it. The Parties shall discuss in good faith any change to be made to the Change Form.
- 10.4. If the Parties agree to make such change:
- (a) the Council shall, so far as it is able and to the extent agreed with the Provider and specified in the Change Form, provide reasonable assistance in relation to the introduction of such variation by the Provider; and
 - (b) the Prices and any other aspects of this Agreement or any Order identified in the Change Form shall be amended to reflect the Change Form;
 - (c) any amendment to this Agreement shall be deemed to apply from the effective date to all Orders in effect at the time the amendment is agreed and all future Orders (unless specifically agreed otherwise).
- 10.5. Notwithstanding the provisions of this Clause 10, the Provider shall not be obliged to implement a Change Form unless the Parties have agreed the terms of the Change Form in writing.
- 10.6. The Council or (in relation to a particular Order) the relevant Buyer reserve the right to vary the terms of any Order as set out in the Specification.

11. Termination of Agreement or Order

- 11.1. The Council may terminate this Agreement without further liability by giving the Provider at least thirty (30) days prior notice in writing.
- 11.2. Without prejudice to any other right or remedy available to it the Council may terminate this Agreement with immediate effect by notice in writing to the Provider if:
- (a) the Provider is in material breach of this Agreement and/or of any Order; and
 - (b) where the breach is capable of remedy (in the reasonable opinion of the Council or in relation to a particular Order of the relevant Buyer), the Provider has failed to remedy the breach.
- 11.3. The Council may also terminate this Agreement with immediate effect if the Provider:
- (a) becomes the subject of a voluntary arrangement under section 1 of the Insolvency Act 1986;
 - (b) is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
 - (c) has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income;
 - (d) has passed a resolution for its winding up;
 - (e) has a petition presented in any court for its winding up or for an administration order;
 - (f) convenes a meeting of its shareholders and/or creditors for the purposes of amalgamation or reconstruction;
 - (g) has anything similar or analogous to those set out in (a) to (f) above happen in relation to it in any jurisdiction outside England and Wales;
 - (h) the Provider is in default of any duty of care or any fiduciary or statutory duty owed to the Council, its employees or agents;
 - (i) there is a change of ownership or control of the Provider (where the Council, at its absolute discretion, has not given its approval within 6 months of receiving notice of such change);

- (j) in the reasonable opinion of the Council, there is a material detrimental change in the financial standing of the Provider which adversely impacts on the Provider's ability to provide the Supply; or
- (k) the Provider ceases or threatens to cease to carry on its business.

And in these circumstances the effect of termination of the Agreement will also be to terminate any unperformed Orders.

11.4. The relevant Buyer has the right to terminate any Order as set out in the Specification.

11.5. If this Agreement or any Order is terminated whether by the Council or by the relevant Buyer with immediate effect such termination shall be at no Loss to the Council or the relevant Buyer and the Provider hereby indemnifies the Council and / or the relevant Buyer against any such Loss which the Council and / or the relevant Buyer may suffer as a result of any such termination for cause.

12. Consequences of Termination

12.1. The termination of this Agreement or any Order howsoever arising is without prejudice to the rights, duties and liabilities of the Parties or between the Provider and the relevant Buyer accrued prior to termination.

12.2. The Clauses which expressly or impliedly have effect after any termination will continue to be enforceable notwithstanding termination.

12.3. The Council and (in relation to a particular Order) the relevant Buyer shall be entitled to recover from the Provider the amount of any Loss resulting from termination under Clause 11 (Termination).

12.4. The Provider agrees that upon termination for any reason (under Clause 11 or otherwise) or expiry of the Order it shall not be entitled to make a claim against the Council or (in relation to a particular Order) against the relevant Buyer in relation to costs incurred by the Provider or in engaging third parties. For the avoidance of doubt, the Provider will not be restricted from making any claim in respect of the Prices to the extent the Prices are outstanding and due and payable.

12.5. The Provider shall immediately return to the Council or (in relation to a particular Order) the relevant Buyer any documents in its possession or control which contain or record any Confidential Information.

12.6. Following termination of this Agreement through expiry, the Provider shall fulfil on the terms of this Agreement any Order placed during the period of this Agreement.

12.7. Following termination of this Agreement by the Council, the Council and /or (in relation to a particular Order) the relevant Buyer shall have the option, exercisable by written notice to the Provider within twenty (20) Days of such termination, whether to terminate forthwith any Order in existence prior to such termination or to require the Provider to complete the Provider's obligation under any such Order and the Provider shall comply with any such notice. Where an Order is terminated pursuant to this Clause 12.7, neither the Council nor (in relation to a particular Order) the relevant Buyer shall be liable for any Prices in relation to unperformed Orders.

12.8. Following termination or expiry of this Agreement or any Order, all data, documents and records (whether stored electronically or otherwise) relating in whole or in part to the Supply (including any Services which remain to be completed as at the date of termination or expiry) shall be delivered by the Provider to the Council provided that the Provider shall be entitled to keep copies to the extent that the information does not relate solely to the Supply or to the extent that the Provider was possessed of such data, documents and records prior to the date of the Order. In addition, the Provider shall co-operate fully with the Council and the relevant Buyer during the handover leading to the termination of this Agreement or to any Orders. This co-operation shall extend to full access to all documents, reports, summaries and any other information required to achieve an effective transition without disruption to routine operational requirements.

- 12.9. The Provider shall retain all papers, files, records and vouchers relating to the provision of the Supply as provided for under Clause 12.8 for the period of six (6) years after the date of the termination of this Agreement and/or any Order (whichever is the later).
- 12.10. Within twentyone (21) days of being so requested by the Council, the Provider shall provide and after that keep updated, in a fully indexed and catalogued format, all the information necessary to enable the Council to issue a market engagement notice and/or a tender notice for the future provision of the Products and Services.

13. Audit Access

- 13.1. The Council's internal or external auditor may upon giving not less than five (5) Days previous notice in writing examine and at its own cost take copies of such documents as it may reasonably require which are owned, held or otherwise within the control of the Provider (who shall procure that any person acting on its behalf who has such documents and or other information shall also provide reasonable access) and may require the Provider to produce such oral or written explanation as the Council's internal or external auditor reasonably and properly considers necessary.
- 13.2. The Provider shall keep the records and accounts referred to in clause 13.1 above in accordance with good accountancy practice.
- 13.3. The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause 13, unless the audit reveals a material default by the Provider in which case the Provider shall reimburse the Council for the Council's reasonable costs incurred in relation to the audit.

14. Default in Performance Levels

- 14.1. In providing Products and/or Services in accordance with this Agreement and any Order, the Provider shall at all times attain the Performance Levels in particular the KPIs as set out in the Specification.
- 14.2. In the event that the Provider fails to attain such Performance Levels and / or fails to perform in accordance with the Specification the Provider shall, at the request of the Council or the relevant Buyer and without prejudice to the Council's or the relevant Buyer's other rights and remedies:
- 14.2.1. In relation to the 'Service Levels/Key Performance Indicators' marked in yellow in the Specification, resolve with the Council or (at the Council's option) the relevant Buyer a target or provide a plan of action;
- 14.2.2. arrange all such additional resources as are necessary to fulfil the said obligations as early as practicable at no additional charge.
- 14.3. The Council's Framework Agreement manager may investigate each case where in the opinion of the Council or of the relevant Buyer, the Provider appears to have failed to supply the Products and/or perform the Services in accordance with the provisions of any Order.
- 14.4. Where the Council's Framework Agreement Manager is satisfied that in any particular case the Provider has failed to supply the Products and/or Services completely in accordance with the provisions of any Order they shall be entitled to instruct the Provider to remedy the failure in order to comply fully with the terms of the Order within such reasonable period as the Council may determine.
- 14.5. Where the Council's Framework Agreement Manager issues an instruction under Clause 14.4 the Provider shall pay to the Council or as appropriate to the Buyer all costs and expenses reasonably and properly incurred in respect of each instruction issued to meet the Council's Framework Agreement Manager's or the Buyer's administrative expenses and the Council's Framework Agreement Manager may make or instruct deductions from any amounts otherwise due to the Provider whether from the Council or from a Buyer.
- 14.6. If the Provider fails to comply with an instruction of the Council's Framework Agreement Manager issued under Clause 14.3 or where (in the opinion of the Council's Framework Agreement Manager) the Provider has failed to provide the Supply in accordance with the provisions of an Order in such a way that the breach cannot be remedied in accordance with

Clause 14.3 the Council may terminate this Agreement and/or the relevant Order by giving notice in writing effective from the date set out in that notice.

15. Dispute Resolution Procedure

- 15.1. The Parties will attempt in good faith to promptly resolve any dispute arising out of or relating to this Agreement or any Order under it.
- 15.2. Any dispute which may arise between the Parties concerning this Agreement or an Order shall be determined as provided in this Clause 15.
- 15.3. For the purpose of this Clause 15, a dispute shall be deemed to have arisen when one Party served on the other a notice in writing stating the nature of the dispute.
- 15.4. Unless the Order has already been terminated by the date of the notice of dispute, the Provider shall, in every case, continue with the provision of the relevant Supply with all due diligence regardless of the nature of the dispute and the Council shall continue to make payments (excluding any disputed sums) in accordance with the terms of this Agreement.
- 15.5. After service of the notice of dispute, the following procedure shall be followed by the Parties (all periods specified in this Clause 15.5 shall be extendable by mutual agreement) save that at any point the Council may instead either terminate the Agreement or the Order in accordance with this Agreement or may commence litigation:
 - (a) within five (5) Working Days, the Framework Agreement Managers shall meet to attempt to settle the dispute;
 - (b) if the Framework Agreement Managers are unable to reach a settlement within ten (10) days from the date of service of the notice, the dispute shall be referred to the relevant Service Director of the Council and the Managing Director of the Provider who shall attempt in good faith to resolve it; and
 - (c) if no settlement results from the meeting specified in (b) above, for the following twenty eight (28) days the Parties shall attempt to settle the dispute by mediation by an independent mediator, with costs to be shared equally between the Parties.

16. Indemnities and Insurance

- 16.1. The Provider shall fully indemnify and hold harmless the Council and the relevant Buyer against all actions, costs, claims, demands and liability whatsoever arising under any statute or at common law in respect of which any damage arises as a consequence of the neglect or default of the Provider, its employees, agents or subcontractors, to property, real or personal and any injury to persons, including injury resulting in death arising out of or in the course of or in connection with the performance of, or failure to perform, or breach of any of its obligations or warranties under this Agreement or any Order.
- 16.2. In the event that the Provider terminates the employment of any person employed by it the Provider hereby acknowledges, agrees and undertakes to the Council that it shall be fully and solely responsible for any redundancy payments, rewards for unfair dismissal or compensation for loss of office arising from such termination or other compensation arising out of the employment relationship and the Provider shall not seek to join the Council or the relevant Buyer as a party to any proceedings which may be instituted against it in respect of such termination or otherwise. In the event that the Council or the relevant Buyer is joined as a party in any proceedings with the Provider in respect of such a termination or otherwise the Provider undertakes to fully indemnify the Council and the relevant Buyer in respect of all costs (including legal and other professional fees) expenses, awards, loss or damages which the Council or the relevant Buyer may suffer, incur or pay as a result of such proceedings.
- 16.3. The Provider shall effect and maintain with a reputable insurance company policies of insurance for the duration of an Order and for six (6) years after the expiry of the Order (where cover is provided on a "claims made" basis), to provide a level of cover sufficient for all risks which may be incurred by the Provider under this Agreement and/or any Order, which shall include, as a minimum, the following:
 - (a) public liability insurance with a limit of indemnity of not less than £5 million pounds in relation to any one claim or series of claims;

- (b) employers' liability insurance with a limit of indemnity in accordance with the legal requirement for the time being in force in relation to any one claim or series of claims;
- (c) professional indemnity insurance with a limit of indemnity of not less than £5 million pounds in relation to any one claim or series of claims.

The cover shall be in respect of all risks which may be incurred by the Provider, arising out of the Provider's performance of this Agreement and any Order, 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 Provider.

- 16.4. The Provider shall produce upon request by the Council, copies of all insurance certificates or a broker's verification of insurance for the insurances referred to in Clause 16.3 together with receipts or other evidence of payment of the latest premiums due under those insurances.
- 16.5. If, for whatever reason, the Provider fails to give effect to and maintain the insurances required by Clause 16.3 then the Council may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Provider.
- 16.6. The terms of any insurance or the amount of cover shall not relieve the Provider of any liabilities under this Agreement or any Order.

17. Limitation of Liability

- 17.1. Nothing in this Agreement and/or any Order shall exclude or limit the liability of the Council or of any Buyer or of the Provider for:
 - (a) the death or personal injury resulting from its negligence or that of any of its officers, employees or agents;
 - (b) fraud or fraudulent misrepresentation by it or its officers, employees or agents;
 - (c) breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
 - (d) any liability to the extent it cannot be limited or excluded by Law.
- 17.2. Neither the Council nor any Buyer (nor any of their officers, employees or agents) shall in any circumstances whatsoever be liable to the Provider or all or any of its customers for:
 - (a) any loss of profit, loss of revenue, loss of use, loss of contract or loss of goodwill;
 - (b) any indirect or consequential loss; or
 - (c) loss resulting from the liability of the Provider or all or any of its customers to any other person howsoever and whensoever arising except as provided in Clause 17.1;
- 17.3. Each of Clause 17.1 and 17.2 shall:
 - (a) be construed as a separate and severable contract term, and if one or more of such Clauses is held to be invalid, unlawful or otherwise unenforceable the other or others of such Clauses shall remain in full force and effect and shall continue to bind the Parties; and
 - (b) survive termination of this Agreement and/or any Order.
- 17.4. For the avoidance of doubt, nothing in this Clause 17 shall prevent or restrict either Party enforcing any obligation (including suing for a debt) owed to it under this Agreement and/or any Order.
- 17.5. 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 Agreement and/or any Order, including any losses for which the relevant Party is entitled to bring a claim against the other Party under the indemnities in this Agreement.
- 17.6. Nothing in this Agreement or an Order shall impose any liability on the Council or on any Buyer in respect of any liability incurred by the Provider to any other person, but this shall not be taken to exclude or limit any liability of the Council or of any Buyer to the Provider that may arise by virtue of either a breach of the Framework Agreement or an Order or by negligence on the part of the Council or any Buyer, or of their employees, servants or agents.

- 17.7. Each Party acknowledges and agrees that the above provisions of this Clause 17 are fair and reasonable having regard to the circumstances as at the date of this Agreement.

18. Framework Agreement Managers

- 18.1. The Provider and the Council shall each appoint an individual to be their Framework Agreement Manager as the individual to be their authorised representative for all purposes connected with this Agreement.
- 18.2. A Party shall immediately give notice in writing to the other Party of the identity of the person appointed as their Framework Agreement Manager and of any subsequent appointment. Until notice of a subsequent appointment or of revocation of a current appointment shall have been given the Parties shall be entitled to treat as Framework Agreement Manager the persons last notified as being the Framework Agreement Manager or Framework Agreement Manager.
- 18.3. The Provider shall ensure that its Framework Agreement Manager or a competent deputy is available at all times when the provision of a Supply is taking place.

19. Environmental Considerations

- 19.1. The Provider shall comply in all material respects with all applicable Law (including the environment and packaging) and good industry practice in relation to the Supply and provide information about that as reasonably requested by the Council. Where the provisions of any applicable Law are implemented by the use of voluntary agreements or codes of practice, the Provider shall comply with such agreements or codes of practices as if they were incorporated into English law.
- 19.2. Without prejudice to the generality of Clause 19.1, the Provider shall:
- (a) comply with all reasonable stipulations of the Council (including providing information) aimed at minimising packaging in which any Products are supplied by the Provider; and
 - (b) label all products supplied to the Council by the Provider under an Order and the packaging of those products, to highlight environmental and safety information as required by applicable Law.

20. Quality Assurance and Best Value

The Provider shall maintain an effective and economical programme for quality planned and developed in conjunction with any other functions of the Provider necessary to satisfy an Order's requirements. The Provider acknowledges that the Council is under the best value duty set out in the Local Government Act 1999 and as such the Council is required to make arrangements to secure continuous improvement in the way it exercises its functions, having regard to a combination of economy, efficiency and effectiveness. The Provider shall assist the Council to discharge this duty where possible and agrees to negotiate in good faith (acting reasonably) any changes to this Agreement and/or or an Order for the Council to achieve best value.

21. NOT USED

22. General Provisions

Contracts (Rights of Third Parties) Act 1999

- 22.1. A person who is not a party to this Agreement shall not have any rights under the Orders (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- 22.2. The rights of the Parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement and/or any Order are not subject to the consent of any other person save any relevant Buyer.

Assignment

- 22.3. The Provider shall not assign, mortgage, charge or otherwise transfer any rights or obligations under this Agreement or any Order to a third party without the written consent of the Council.
- 22.4. The Council shall be entitled to novate this Agreement to any other body which substantially performs any of the functions that previously had been performed by the Council.

- 22.5. Provided that the Council has given prior written consent, the Provider shall be entitled to novate the Agreement and/or an Order following a corporate restructuring or similar circumstance as permitted by paragraph 9 of Schedule 8 to the Procurement Act 2023.

Waiver

- 22.6. No failure or delay on the part of a Party nor of the relevant Buyer to exercise any right or remedy under this Agreement or any Order shall be construed or operate as a waiver, nor shall any single or partial exercise of any right or remedy preclude the further exercise of such right or remedy.
- 22.7. No waiver of any breach or default under this Agreement or any Order or any of their terms shall be effective unless such waiver is given in writing and has been signed by the Party or as appropriate by any relevant Buyer waiving its entitlement. No waiver of any breach or default, in accordance with this Clause 22.9 shall constitute a waiver of any other or subsequent breach or default.

Invalid Clauses

- 22.8. If any provision or part-provision of this Agreement or any Order is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement or such Order. The Parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

No Agency

- 22.9. No Party shall act or describe itself as the agent of the other Party, nor shall it make or represent that it has authority to make any commitments on the other's behalf.

Notices

- 22.10. Any notice to be given under this Agreement or any Order shall be in writing and shall either be delivered personally or be sent by first class pre-paid post or by email to the relevant Party's Framework Agreement Manager.
- 22.11. Notices sent as above shall be deemed to have been duly served:
- (a) in the case of a notice delivered personally at the time of delivery; or
 - (b) in the case of a notice sent by first class pre-paid post, two (2) clear Working Days after being posted; or
 - (c) in the case of an email, if sent during Working Hours then at the time of transmission and if sent outside Working Hours then on the next Working Day provided (in each case) that the email was not returned as undelivered.

Law and Jurisdiction

- 22.12. This Agreement and any Order and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England.
- 22.13. Subject to the dispute resolution procedure in clause 15 each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or any Order or their subject matter or formation (including non-contractual disputes or claims).

Further Action

- 22.14. Each Party agrees to execute, acknowledge and deliver such further instruments and do all further similar acts as may be necessary or appropriate to carry out the purposes and intent of this Agreement and any Order.

Publicity

- 22.15. The Provider shall not undertake any activity, including any public statement in either online or offline channels, which will bring the reputation of the Council into disrepute.

- 22.16. The Provider shall notify the Council with immediate effect as soon as it becomes aware of any activity or information provided by it which, may adversely affect the Council's involvement in this Agreement or any Order; or the reputation of the Council.
- 22.17. The Provider shall not make any press or other public announcement concerning any aspect of this Agreement (including any Order) or engage in any promotional or marketing activity (whether through online or offline channels including posters, leaflets, flyers, media activity, websites, social media sites, signage and events), concerning this Agreement, or make any use of the name of the other in connection with or in consequence of this Agreement, without the prior written consent of the Council.
- 22.18. Any use of the Council's logo must be approved by the Council's Communications and Marketing Team. Use of the Council's logo must comply with the Council's brand guidelines which will determine its position and size in relationship to any partner/other logos. The appropriate version of the Council's logo shall be supplied by the Council's Communications and Marketing Team who will ensure the relationship with the Council is made clear (e.g. 'funded by', 'supported by' or 'working in partnership with').

Entire Agreement

- 22.19. This Agreement sets out the entire agreement between the Parties and supersedes all prior oral, written agreements, arrangements or understandings between them (other than any fraudulent misrepresentation made by either of the Parties). The Parties acknowledge that they are not relying on any representation, agreement, term or conditions which is not set out in this Agreement.
- 22.20. The terms of any Order sets out the entire agreement between the Provider and the relevant Buyer for that Order and supersedes all prior oral, written agreements, arrangements or understandings between them (other than any fraudulent misrepresentation made by either of the Parties). The Provider and the relevant Buyer for that Order acknowledge that they are not relying on any representation, agreement, term or condition which is not set out in the relevant Order.

Counterparts and Electronic Signatures

- 22.21. This Agreement and any Order may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement, but all the counterparts shall together constitute the same agreement. No counterpart shall be effective until each Party has executed at least one counterpart.
- 22.22. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for the purposes of this Agreement and any Order and all matters related to them, with such scanned and electronic signatures having the same legal effect as original "wet ink" signatures.

Force Majeure

- 22.23. Subject to the remaining provisions of this Clause, a Party shall be liable to the other Party for any delay or non-performance of its obligations under this Agreement or any Order to the extent that such non-performance is due to a Force Majeure Event.
- 22.24. In the event that a Party is delayed or prevented from performing its obligations under this Agreement or any Order by a Force Majeure Event, such Party shall:
- (a) give notice in writing of such delay or prevention to the other Party as soon as reasonably possible, stating the commencement date and extent of such delay or prevention, its cause and estimated duration;
 - (b) use all reasonable endeavours to mitigate the effects of such delay or prevention on the performance of its obligations under this Agreement or any Order; and
 - (c) resume performance of its obligations as soon as reasonably possible after the removal of the cause of the delay or prevention.
- 22.25. A Party cannot claim relief if the Force Majeure Event is attributable to that Party's wilful act, neglect or failure to take reasonable precautions against the relevant Force Majeure Event.

- 22.26. The Provider cannot claim relief if the Force Majeure Event is one where a reasonable Provider should have foreseen and provided for the cause in question.
- 22.27. As soon as practicable following the affected Party's notification, the Parties shall consult with each other in good faith and use all reasonable endeavours to agree appropriate terms to mitigate the effects of the Force Majeure Event and to facilitate the continued performance of this Agreement and any Order. Where the Provider is the affected Party, it shall take and/or procure the taking of all steps to overcome or minimise the consequences of the Force Majeure Event in accordance with good industry practice.
- 22.28. The affected Party shall notify the other Party 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 this Agreement and/or any Order. Following such notification, this Agreement and any affected Order shall continue to be performed on the terms existing immediately before the occurrence of the Force Majeure Event unless agreed otherwise by the Parties.
- 22.29. The Council may, during the continuance of any Force Majeure Event, terminate this Agreement by written notice to the Provider if a Force Majeure Event occurs that affects all or a substantial part of the Services and which continues for more than twenty (20) Working Days.
- 22.30. The Council may, during the continuance of any Force Majeure Event, terminate an affected Order by written notice to the Provider if a Force Majeure Event occurs that affects all or a substantial part of the Services and which continues for more than twenty (20) Working Days.

Prevention of Bribery

- 22.31. The Provider:
- (a) shall not, and shall procure that the Provider Team shall not, in connection with this Agreement and any Order made under it commit a Prohibited Act; and
 - (b) 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 the Council, or that an agreement has been reached to that effect, in connection with the execution of this Agreement or any Order, excluding any arrangement of which full details have been disclosed in writing to the Council before execution of this Agreement.
- 22.32. The Provider shall:
- (a) if requested, provide the Council with any reasonable assistance, at the Council's reasonable cost, to enable the Council 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
 - (b) within five (5) Working Days of the Commencement Date, and annually after that, certify to the Council in writing (such certification to be signed by an officer of the Provider) compliance with this Clause by the Provider and all persons associated with it or other persons who are supplying goods or services in connection with this Agreement. The Provider shall provide such supporting evidence of compliance as the Council may reasonably request.
- 22.33. The Provider shall have an anti-bribery policy (which shall be disclosed to the Council upon request) to prevent any of the Provider Team from committing a Prohibited Act and shall enforce it where appropriate.
- 22.34. If any breach of Clause 22.35 is suspected or known, the Provider must notify the Council immediately.
- 22.35. If the Provider notifies the Council that it suspects or knows that there may be a breach of Clause 22.35, the Provider must respond promptly to the Council's enquiries, co-operate with any investigation, and allow the Council to audit books, records and any other relevant documents. This obligation shall continue for six (6) years following the expiry or termination of this Agreement.
- 22.36. The Council may terminate this Agreement and/or any Order by written notice with immediate effect if the Provider, the Provider Team (in all cases whether or not acting with the Provider's knowledge) breaches Clause 22.35. In determining whether to exercise the right of termination

under this Clause 22.38, the Council shall give all due consideration, where appropriate, to action other than termination of this Agreement or any Order unless the Prohibited Act is committed by the Provider or a senior officer of the Provider or by an employee, subcontractor or Provider not acting independently of the Provider. The expression "not acting independently of" (when used in relation to the Provider or a subcontractor) means and shall be construed as acting:

- (a) with the authority or with the actual knowledge of any one or more of the directors of the Provider or the subcontractor (as the case may be); or
- (b) in circumstances where any one or more of the directors of the Provider or the subcontractor (as the case may be) ought reasonably to have had such knowledge.

22.37. Any notice of termination under clause 22.38 must specify:

- (a) the nature of the Prohibited Act;
- (b) the identity of the person whom the Council believes has committed the Prohibited Act; and
- (c) the date on which this Agreement and/or Order will terminate.

22.38. Despite Clause 15 (Dispute Resolution Procedure), any dispute relating to:

- (a) the interpretation of Clauses 22.33 to 22.39 inclusive; or
- (b) the amount or value of any gift, consideration or commission,

shall be determined by the Council and its decision shall be final and conclusive.

22.39. Any termination under Clause 22.38 will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Council.

23. Confidentiality, Freedom of Information and Data Protection

23.1. A Party (**Receiving Party**) shall keep the confidential information of the other Party (**Supplying Party**) confidential and secret, whether disclosed to or received by the Receiving Party. The Receiving Party shall only use the Confidential Information of the Supplying Party for performing the Receiving Party's obligations under this Agreement. The Receiving Party shall inform its officers, employees and agents of its obligations under this Clause 23.1 and shall procure that its officers, employees and agents meet those obligations.

23.2. The obligations of Clause 23.1 shall not apply to any information which:

- (a) was known or in the possession of the Receiving Party before it was provided to the Receiving Party by the Supplying Party;
- (b) is, or becomes, publicly available through no fault of the Receiving Party;
- (c) is provided to the Receiving Party without restriction or disclosure by a third party, who did not breach any confidentiality obligations by making such a disclosure;
- (d) was developed by the Receiving Party (or on its behalf) who had no direct access to, or use or knowledge of the Confidential Information supplied by the Supplying Party; or
- (e) is required to be disclosed by order of a court of competent jurisdiction or law (provided that clause 23.1 shall apply to any disclosures required under clause 23.4).
- (f) by the Council to any department, office or agency of the UK Government, provided that the Council informs the recipient of any duty of confidence owed in respect of the information; and
- (g) by the Council relating to this Agreement or any Order and in respect of which the Provider has given its prior written consent to disclosure.

23.3. This Clause 23 shall survive termination of this Agreement for a period of six (6) years.

23.4. The Provider acknowledges that the Council is subject to the requirements of the FOIA and the EIR. The Provider shall:

- (a) provide all necessary assistance and cooperation as reasonably requested by the Council to enable the Council to comply with its obligations under the FOIA and EIR;

- (b) transfer to the Council all Requests for Information relating to this Agreement or any Order that it receives as soon as practicable and in any event within two (2) Working Days of receipt;
- (c) provide the Council with a copy of all Information belonging to the Council requested in the Request For Information which is in its possession or control in the form that the Council requires within five (5) Working Days (or such other period as the Council may reasonably specify) of the Council's request for such Information; and
- (d) not respond directly to a Request For Information unless authorised in writing to do so by the Council.

23.5. The Provider acknowledges that the Council may be required under the FOIA and EIR to disclose Information (including Confidential Information) without consulting or obtaining consent from the Provider. The Council shall take reasonable steps to notify the Provider of a Request For Information (in accordance with the Secretary of State's section 45 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 Agreement or any Order) the Council 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 EIR.

Data Protection

23.6. Both Parties shall duly observe all their obligations under the Data Protection Legislation, which arise in connection with this Agreement and/or Order.

24. Business Continuity and Disaster Recovery

Business Continuity

- 24.1. The Provider shall maintain an appropriate business continuity plan (**BCP**) for any emergency or other circumstance which would be reasonably likely to obstruct or prevent the Provider:
- (a) in the performance of its functions or provision of the Supply under an Order;
 - (b) in pursuance of its business generally; or
 - (c) from acting in a manner reasonably expected of a competent Provider.
- 24.2. The BCP shall be designed to allow for all swift and appropriate action to be taken to either:
- (a) prevent the emergency from occurring so that it will have no effect on the provision of the Supply; or
 - (b) reduce, control or mitigate its effects in a manner so as to ensure that provision of the Supply is maintained as required by the Order as agreed with the Provider.
- 24.3. The Provider shall on reasonable notice provide the Council with a copy of its BCP.
- 24.4. The Provider shall immediately inform the Council of any circumstance which requires the implementation of its BCP.
- 24.5. Where the Provider becomes aware of additional circumstances which impact on its BCP, the Provider shall provide the Council with an updated copy of its BCP as soon as is reasonably practicable.
- 24.6. The Provider shall ensure that it is able to implement the provisions of its BCP at any time in accordance with its terms.
- 24.7. The Provider shall test its BCP on a regular basis (and, in any event, not less than once in every 12 month period). The Council shall be entitled to participate in such tests as it may reasonably require.
- 24.8. Following each test, the Provider shall send to the Council a written report summarising the results of the test and shall promptly implement any actions or remedial measures which the Council considers to be necessary as a result of those tests.
- 24.9. The Provider shall implement its BCP in the event that the Services are not available for more than seven (7) hours.

25. Council Obligations

- 25.1. The Council shall comply with its obligations set out in this Agreement (including the Specification) and/or Order and co-operate with the Provider.

26. Compliance

- 26.1. The Provider shall ensure that all Necessary Consents are in place to provide the Supply.
- 26.2. Where there is any conflict or inconsistency between the provisions of this Agreement or any Order and the requirements of a Necessary Consent, then the latter shall prevail, provided that the Provider has made all reasonable attempts to obtain a Necessary Consent in line with the requirements of the Services.
- 26.3. The Provider shall perform its obligations under any Order (including those in relation to the Services) in accordance with all applicable Law regarding health and safety.
- 26.4. A Party shall notify the other Party as soon as practicable of any health and safety incidents or material health and safety hazards of which it becomes aware and which relate to or arise in connection with the performance of the Supply. The Provider shall adopt any necessary associated safety measures in order to manage any such material health and safety hazards.
- 26.5. The Provider shall:
- (a) perform its obligations under this Agreement and any Order in accordance with:
 - (i) all applicable equality law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy, maternity or otherwise); and
 - (ii) any other requirements and instructions which the Council reasonably imposes in connection with any equality obligations imposed on the Council at any time under applicable equality law;
 - (b) take all necessary steps and inform the Council 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).

27. Transparency

- 27.1. In order to comply with the Government's policy on transparency in the areas of contracts and procurement the Council is required to publish information on its website detailing any item of expenditure over £500 and any contract with a value that exceeds £5,000. The information published will include the Provider's details and the Prices to be paid. The Parties acknowledge that this information is not Confidential Information or commercially sensitive information.
- 27.2. The Parties acknowledge that, except for any information which is exempt from disclosures in accordance with the provisions of the FOIA or the EIR, the content of this Agreement and any Order are not Confidential Information or commercially sensitive information. The Council shall be responsible for determining at its absolute discretion whether any of the content of this Agreement or any Order is for disclosure in accordance with the FOIA or EIR. Notwithstanding any other term of this Agreement or any Order, the Provider hereby gives its consent for the Council to publish the Agreement and any Order in its entirety (but with any information which is exempt from disclosure in accordance with the FOIA or EIR redacted) including from time to time agreed changes to this Agreement or any Order, to the general public.

28. Modern Slavery

- 28.1. To the extent that the Modern Slavery Act 2015 may apply to the Provider, the Provider:
- (a) represents and warrants that it is compliant with its obligations under the Modern Slavery Act 2015 and that neither the Provider nor any of its officers, employees or other persons associated with it:
 - (i) have been convicted of any offence involving slavery and human trafficking;
 - (ii) have been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding

any offence or alleged offence of or in connection with slavery and human trafficking.

- (b) shall implement due diligence procedures for its own Providers, subcontractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.

29. Rights and Remedies

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

30. Conflict of Interest

The Provider shall take appropriate steps to ensure that neither the Provider nor any of the Provider Team are placed in a position where (in the reasonable opinion of the Council) there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Provider or the Provider Team and the duties owed to the Council under the provisions of this Agreement or any Order.

31. Whistleblowing

- 31.1. The Provider shall ensure that it has a whistleblowing procedure which shall be provided to the Council upon request.
- 31.2. The Provider confirms that the Council is authorised as a person to whom the Provider Team may make a qualifying disclosure under the Public Interest Disclosure Act 1998 and declares that any of the Provider Team making a protected disclosure (as defined by the said Act) shall not be subjected to any detriment and the Provider Team will be made aware of this provision. The Provider further declares that any provision in any contract purporting to preclude a member of the Provider Team from making a protected disclosure is void.
- 31.3. The Provider shall ensure that the Provider Team (including any subcontractor staff) are aware of the Council's whistleblowing policy (available on the Council's website) and the arrangements to be followed in the event of them having any concerns and wishing to make a disclosure pursuant to the policy.

32. No Partnership

Nothing in this Agreement or any Order shall be construed as creating a partnership or a contract of employment between the Council and the Provider.

IN WITNESS whereof this deed has been entered into the day and year first above written by the signatures of their authorised representatives.

The COMMON SEAL of
THE NOTTINGHAMSHIRE COUNTY
COUNCIL was hereunto affixed)
)
)



In the presence of: 
.....
Authorised Signatory

Print name CHARLES MASON

Position SENIOR SOLICITOR

SEAL REGISTER
NO: 51491

EXECUTED AS A DEED by **HIGH PARK INDUSTRIES LIMITED**
Authorised Signatory

 (Signature)

Print name P. CHEESMOND

In the presence of:
Witness Signature 

Witness name ADRIAN LOUTH

Witness occupation OFFICE MANAGER

Witness address 6 LIME TREE PLACE

CO. NEWCASTLE
NOTTS
NG21 0LD

Schedule 1 - Specification

Invitation to Tender for The Supply Of 6mm Wood Pellets and Wood Pellet Store Cleaning Service

Tender Reference: DN781594

PART THREE Goods and Service Specification

Please Note: This specification forms an integral part of the contractual arrangements and provides the criteria by which service quality, efficiency and effectiveness will be monitored and evaluated by the Council and by Buyers and other interested parties.

Definitions

Note that these definitions are additional to the definitions set out in clause 1.1 of the Framework Agreement; those Framework Agreement definitions also apply to this Specification.

Buyer(s): means the organisations which can purchase from the Provider. These are the Council, Via East Midlands Ltd, Inspire: Culture, Learning and Libraries, and schools within Nottinghamshire whether the school is within a multi-academy trust or otherwise: and any other public sector organisation within Nottinghamshire which the Council approves to be a Buyer.

Core Site(s): means the 17 sites (listed in Appendix A to this Specification) that currently need wood pellet deliveries and store cleans including school sites, Via East Midlands Ltd sites, and Inspire: Culture, Learning and Libraries sites.

Council: means Nottinghamshire County Council.

Framework Agreement Manager: means the person designated by the Council to manage the Framework Agreement.

Goods: has the same meaning as that for Products in the Framework Agreement.

Order: means an order from a Buyer for wood pellet delivery/ies and/or store clean/s (which may be on an Order Form in the form set out in Appendix C).

Provider: means the company contracted to supply wood pellets and perform store cleans. They are responsible for delivering high-quality products and services as per the Framework Agreement.

Non-Core Site(s): means the sites other than the Core Site(s) (listed in Appendix B to this Specification) that may use the wood pellet and store clean services in the future.

Site(s): means both Core and Non-Core sites that can access the Framework Agreement.

Site Representative: means the individual within the Buyer responsible for each delivery Site.

Introduction

1. The Council wishes to establish a framework agreement with an ENplus® trader/producer (the Provider) who can source 6mm wood pellets to the ISO 17225-2 standard and ENplus® A1. The Provider will deliver pellets to any of the Buyers who wish to purchase under an Order. The Buyers are as at the start of the Framework the Council; Via East Midlands Ltd; Inspire: Culture, Learning and Libraries; and schools within Nottinghamshire whether the school is within a multi-academy trust or otherwise. Other Buyers may be added in the future. The same quality and the same specification must be applied throughout the initial Term of the contract and any extension periods regardless of the identity of the Buyer.

2. The Council also wishes the same Provider to coordinate and deliver a wood pellet store cleaning service to those Buyers who request that service. It is expected that for the 17 Core Sites (Appendix A) store cleans will be carried out a minimum of once every two years.
3. To illustrate the possible future use of this Framework agreement, the Provider should note that to the best of the Council's knowledge there are 56 biomass pellet Sites within the County. These Sites are either owned or operated by the Council, maintained schools, Academies, or are organisations which have used the predecessor to this Framework contract.
4. The current Buyers operating the 17 Core Sites (Appendix A) require deliveries which together consume in the order of 580 tonnes per annum. These are a mix of non-school and school Sites and most of them are involved in the Renewable Heat Incentive.
5. In total it is estimated Nottinghamshire schools that are Buyers under the predecessor contract, and which are Non-Core Sites (Appendix B) consume approx. 1460 tonnes p.a. The Council in its capacity as Framework Agreement Manager will work with the successful Provider to promote this framework agreement to all these Sites.
6. The Council reserves the right to add or delete Sites during the life of the contract.
7. The Provider must be on the Biomass Providers List (BSL) introduced by the Department of Business, Energy, and Industrial Strategy (BEIS) and be an ENplus® producer/trader on award of contract and maintain this throughout the initial Term of the contract and any extension periods.

Strategic Relevance

8. In 2018, the Government introduced its 25-year Environment Plan to protect and enhance the environment by improving air quality, creating richer habitats for wildlife, and reducing plastic waste and subsequently committed the UK to achieving a legally binding target of net-zero greenhouse gas emissions by 2050. This was reviewed and refreshed in 2023 by the Government.
9. At the Council meeting on 15 October 2020 the Council committed to "carbon neutrality in all its activities by 2030 or as soon as possible thereafter". This is supported by the Councils Corporate Environmental Policy.
10. The Biomass boiler scheme is a long-standing project that the Council has taken requiring wood pellets to reduce the use of fossil fuels and CO².

Service Specific Requirement

Responsibilities of the Council & Buyers

11. The Council will manage the Framework Agreement (and will also itself be a Buyer under the Agreement). Acting as Framework Agreement manager, the Council will:
 - a. Appoint a Framework Agreement Manager and notify the Provider of any changes to that person. The person who is the Framework Agreement

Manager as at the beginning of this contract is:

Nick Stendall / Nottinghamshire County Council / Energy Management Officer
/ nick.stendall@nottscc.gov.uk / 01159774849

- b. collaborate with the Provider on mobilisation of this Framework Agreement.
 - c. advise the Provider when new sites are added to the contract or existing Sites are deleted from the contract.
 - d. communicate to Sites relevant information about the contract during the set-up period and throughout the contract.
 - e. make the Sites aware of the importance of regularly checking their wood pellet supply particularly during cold periods and that as the norm they should give the Provider at least 3 working days to deliver an order.
 - f. Receive reporting from the Provider, inspect as it considers appropriate.
12. Each Buyer (through the Site Representative at each Site as listed in the relevant Appendix or otherwise notified to the Provider) is responsible for:
- a. ordering deliveries of wood pellets / store clean services under a Call-Off Contract.
 - b. paying for pellets / services.
13. Both the Council & Buyers and the Provider will respond to correspondence from the other parties in a reasonable time period depending on the priority of the communication. Normal correspondence would be expected to be acknowledged within a working day and then actioned within 3 to 5 working days or 10 working days if requiring investigation. In the event an action will take longer than ten days an estimated completion date should be provided.

STANDARD OF GOODS

14. The Provider must be certified according to the rules of the ENplus® handbook as a certified pellet producer, trader for the pellet ENplus® A1 and provide evidence on request by the Council, including copies of the certificate and identification number, at the start of the contract and this must be maintained throughout the period of this Framework Agreement.
15. The Provider must at the start of the Framework Agreement provide information to the Council about the supplier/suppliers from which they will obtain the ENplus® A1 wood pellets and tell the Council if they propose to change supplier/suppliers throughout the length of the contract and why.
16. The Provider must be on the Biomass Suppliers List which means it has proven it meets the eligibility requirements for the Renewable Heat Incentive (RHI). This allows the Council as a RHI participant to demonstrate to Ofgem that the fuel they are using in their biomass boilers meets the RHI sustainability criteria required to claim their RHI payments. The RHI sustainability criteria covers greenhouse gas emissions and land criteria. The greenhouse gas criteria mean emissions generated from the cultivation, processing and transport of their biomass fuel is at least 60% lower than the EU fossil fuel average for heat, when used in a boiler which achieves an average of 70% seasonal efficiency. The Land Criteria requires producers, traders and producer-traders of virgin or virgin/waste blend wood fuel to demonstrate compliance confirming that the wood has been legally felled, and that the woodland has been sustainably managed.
17. All wood pellets supplied must be 6mm diameter suitable for burning on the automatic underfeed stokers presently installed in Sites and must be compatible with the fuel

currently being supplied. The successful Provider must ensure wood pellets supplied under this framework meet ISO 17225-2 standard and ENplus® A1.

18. Failure by the Provider to supply Goods to any Buyer in conformity with the Specification will entitle the Buyer to reject the Goods; entitle the Council as Framework Agreement manager to seek alternative Providers of such Goods; and entitle the relevant Buyer(s) and the Council to claim recovery of any costs and damages from the Provider arising out of the failure to conform to the Specification.
19. The Council expects responsible forest management and sustainable sourcing practices for the wood pellets. This includes pellets being from wood industry residues such as saw dust, off cuts and shavings and wood from sustainable forest management. As part of the timber supply chain the Provider need to be aware from where the pellets are sourced maintaining a chain of custody for the raw materials and ensuring they come from sustainably managed forests.
20. The Provider will ensure that they separate the fine fraction before loading the transport vehicle to ensure that the fines content of the outgoing pellets does not exceed 1,0 w-%, meeting the ENplus® certification scheme.

INSPECTION AND TESTING OF THE GOODS

21. It is the Provider's responsibility to organise and have the Goods tested by an independent test laboratory accredited by the UK Accreditation Service (UKAS), or equivalent recognised national accreditation body for the testing of biomass fuels, at least twice a year and at least 3 months apart for the duration of the Contract. These results will be passed to the Council to demonstrate that the Goods remain in conformity with the Specification. The cost of such testing will be borne by the Provider. Samples can be requested to be taken from the Goods in the Provider's storage, from delivery lorries, third party storage facilities and from shipments to make up the two samples a year.
22. The Council can request the Provider to have the Goods tested at their cost using an accredited service at any time if reasonable warning is given. The test can take place at any of the locations above and it will count as one of the two-yearly samples required.
23. Sampling procedures should be carried out in accordance with the ISO standard [ISO 17225-2](#).
24. The Council or a Buyer have the right to check the quantity and quality of the Goods supplied and should any discrepancy be found, the Provider shall be liable for all reasonable costs and charges of every kind incurred by the Council or the Buyer in undertaking these checks and all costs so incurred shall be recoverable from the Provider.
25. The Provider shall permit any Trading Standards Officer ("TSO") to detain any vehicle carrying Goods to a Site and inspect any delivery ticket and check the quantity and quality of the Goods and if necessary, retain a sample of the Goods for independent testing. The Provider or his servant or agent shall, on request, give the TSO all reasonable assistance to enable him to check the quantity (whether by weighing or otherwise) and or quality of the Goods.

INSPECTION OF PREMISES

26. The Provider's premises shall be available for inspection by the Council by appointment during normal hours of business.

SOURCE OF GOODS

27. All Goods delivered to Sites under an Order shall be from the sources in accordance with 'Standard of Goods' above ('a certified pellet producer, trader for the pellet ENplus® A1'). All deliveries from material stocks must be identified as emanating from these sources.

28. No deliveries may be made from any alternative sources of the wood pellets unless:

- a. the Provider has (before proceeding with the alternative source) informed the Council by email of the proposal to change source. This must be accompanied by the appropriate certificate verifying that the new source has been certified according to the rules of the ENplus® handbook as a certified pellet producer for pellet class A1.
- b. The Council has given prior written approval to the change of source.

ALTERNATIVE SOURCE OF GOODS

29. If such Goods specified in an Order become unavailable or are determined by the Council to have become technically unsuitable, alternative Goods within the specification suitable for the Site shall be procured by the Provider for supply. Such Goods shall be offered at the same delivered contract price as the primary source of the Goods and shall be to the same standards as set out in this Specification.
30. Alternative Goods must not be supplied at any stage of the Contract without written permission of the Council. Prior to any acceptance of alternative Goods, the Provider may be required to submit samples to the Council as Framework Agreement manager for independent laboratory testing. The Council's costs of which shall be borne by the Provider.
31. Should the alternative Goods supplied require changes/adjustments to any plant within a Site then the Provider shall bear all resulting costs.
32. Should such Goods provided to a Site under an Order be unsuitable and cause the heating system at a Site to break down the Provider will indemnify the Council and/or the Buyer against the full costs of installing a temporary source heating system and the costs of rectifying the heating system. The Provider will be required to remove any unsuitable Goods (at its own cost) from the Site and should ensure that it has vehicles and plant equipment available for this purpose.

IDENTIFICATION AND RESTRICTIONS ON ACCESS

33. The relevant Buyer has the right to refuse admission to any Site to any person who is unable to establish their identity and provide justifiable cause for their presence and/or has not complied with the requirements of this Specification about staff requirements (e.g. DBS).

34. On receipt of the first Order of Goods for a Site and before delivery of such Goods takes place, the Provider shall ascertain from the Site Representative if any special restrictions concerning deliveries to the Site are in force and shall ensure that these are complied with fully by all personnel in their employment when each delivery is made.
35. The Council and Buyer will not be liable for any claims by the Provider who, as a result of his failure to comply with this clause and with any special requirement arising therefrom which has been communicated to, is prevented from making any delivery, and under such circumstances the Council reserves the right to recover damages for the Provider's failure to affect such delivery.

SITE REPRESENTATIVE

36. Each Site should have a Site Representative for the Provider to deal with, and no Goods shall be unloaded without such person being present to receive the Goods nor shall instructions be acted upon unless given by such person.

ORDERING AND DELIVERY

37. A Buyer will Order pellets or a store clean either by phoning the Provider and/or at the option of the Buyer by sending the Provider an Order Form (see Appendix C).
38. The Provider will ensure that it is available by phone Monday to Friday during office hours (which will be as a minimum 9 am to 4 pm) excluding bank holidays; by email; and online in order to provide support and assistance to the Council and any Buyer in accordance with the Specification and/or Order.
39. Delivery of Goods shall be made within three (3) working days or less following receipt by the Provider of the Order.
40. The Provider should be prepared to deliver a minimum between 2 to 3 tonnes to a site. This is based on the size of wood pellet stores at some sites being just 3 tonnes.
41. In an emergency the Provider should be prepared to deliver ENplus® A1 6mm wood pellets within 24 hours to any Site within Nottinghamshire. An example of an emergency could be when a Site is about to run out of wood pellets meaning they will be unable to provide their service, e.g. closure of a school. If the Site repeatedly request emergency deliveries the Provider should report this to the Council for it to investigate if the requests are reasonable or not and take appropriate action.
42. The Goods shall be delivered and unloaded free of cost to the Buyer, at the Provider's own risk into wood pellet stores or other places as specified and between the hours of 06:00 to 17:30 working hours Monday to Friday (excluding bank holidays) or meeting the individual Site's delivery instructions regarding the time or manner of delivery. Several Sites on the present contract request delivery before 07:00 and after 16:00, to meet site access and health and safety requirements.
43. Variations to the above may be agreed subject to the written approval of the Site Representative.
44. No Goods may be deposited by the Provider other than in the specified storage area. The dumping or depositing of any Goods elsewhere, including on playgrounds, playing fields, car parks and walkways, is expressly prohibited.

45. Should any Goods or any material associated with the Goods be spilled or discharged it shall be the Provider's responsibility to ensure that such spillage or discharge is cleared away immediately without cost and with reimbursement of any subsequent cost or damage incurred by the Buyer.
46. The Provider will not commence the unloading of any Goods until the delivery note, and weight tickets have been shown to and accepted by the Site Representative.
47. Deliveries shall be co-ordinated with the Site to ensure that the deliveries are inspected and approved by the Site Representative.
48. Where the Sites are designed for active venting, the Provider needs to provide a suction system to ensure balanced pressure in the store. This currently only applies to Westfield Folk House in Appendix A. Other Sites may require active venting deliveries during the life of the contract.
49. The Council reserves the right to add or delete delivery locations during the life of the contract and will communicate this to the Provider at the earliest opportunity in writing.

LOCATION OF WOOD PELLET STORES

50. No additional payment will be made by the Buyer to the Provider on the grounds that the location of any particular pellet store requires additional handling of the Goods thereat, and the Provider shall be deemed to have acquainted himself with the conditions relating to delivery and unloading of the Goods at the Sites.

DELIVERY VEHICLES

51. It is the Provider's obligation to ensure that it can gain access to deliver to all Sites, regardless of the fact that space on some of the Sites may be limited. For example, the Provider must ensure they have suitable vehicles to access these Sites.
52. The delivery vehicle shall be capable of pneumatic deliveries which minimise noise, dust, and Wood Pellet damage, by varying the air flow and Wood Pellet feed rates.
53. The delivery vehicle shall have a weight indicator capable of producing a printed output of the delivery or a visual unit that the Site Representative can witness and sign for approval. The delivery vehicle must be able to deliver part loads by weight.
54. The vehicles weight indicator needs to be calibrated to ensure customers are charged correctly. The accuracy needs to be confirmed a minimum of once a year providing a certificate to the Council and written confirmation how the accuracy is maintained.
55. The Provider must ensure that appropriate delivery vehicles are used at each site to enable safe access and ensure the delivery of the wood pellets into the storage facilities. The present Provider uses a 6-wheeler rear steer vehicle to gain access for most sites and use a 4-wheeler bulk blower vehicle to deliver to some Sites

OVER-DELIVERY

56. Where the Provider delivers an excess quantity of wood pellets over the amount ordered that proves to be greater than the capacity of the specified storage area, the Provider shall be responsible for removing all surplus Goods including any

spillage, and the amount payable shall be for only the volume actually delivered into the specified storage area of the site.

OVER-ORDERING

57. Should the Provider, in the course of making a delivery of an ordered quantity of Goods at a Site, be unable to deliver the full quantity requested by the Buyer on the Order due to lack of capacity of the specified storage area, the Provider shall be entitled to claim payment from Buyer for all reasonable costs incurred in recovering, removing, re-weighing and returning to stock all excess Goods.

DELIVERY NOTE AND WEIGHT TICKET

58. Each delivery will be accompanied by the Provider's delivery note which will show as a minimum:

- a) Provider's name and address.
- b) Description of Goods including product name, size, type, quantity, point of origin.
- c) Weight – gross, tare, and net.
- d) Driver's name.
- e) Vehicle registration number.
- f) Delivery address.
- g) Time of loading.

59. The weighbridge ticket relevant to the Goods carried shall be produced to the Site Representative at the point of off-loading before the Goods are off-loaded. Deliveries made from compartmented vehicles will have a separate weight ticket for each compartment within the vehicle. Part loads must be by weight and have a separate weight ticket. The weight ticket will show:

- a) Description of the Goods, including grade, size, type, quantity, point of origin.
- b) Weight – gross, tare, and net.
- c) Vehicle registration number.
- d) Driver's name.
- e) Delivery address.
- f) Name of storage point from which Goods have been drawn.
- h) Haulier's name.
- i) Time of loading.

60. The Provider shall endorse the delivery note with the time of unloading.

61. A copy of both weight ticket and the Provider's Delivery Note will be left with the Site Representative.

REJECTION

62. If the Provider shall fail to deliver the Goods in accordance with the terms of the Call-Off Contract, or if the Goods delivered are not of a type, grade, quality, size or weight stipulated in this Specification or on the Order, or the delivery of Goods is not accompanied by a duly completed Weight ticket (where applicable) and Provider's delivery note, then the Buyer (through the Site Representative) or the Council (as Framework Agreement manager) shall have the power in their absolute discretion to terminate the Order and reject any such Goods and purchase other Goods instead of the rejected Goods, unless the Provider shall provide immediate delivery of Goods from the reserve supplies held primarily for the Council for the purpose of this Framework Agreement which must comply with this Specification. Deliveries from these reserves must be made within eight hours of the Goods being rejected from a Site. All additional costs and expenses over the Contract price incurred by the Council or the Buyer shall be recoverable from the Provider as damages or may be deducted from the Price due to the Provider.

63. Rejected Goods shall be removed by the Provider at the Provider's expense immediately upon being given notice of rejection by the Buyer or the Council as above. If the rejected Goods are not removed on the same day the Buyer or the Council may decide to have such Goods removed and may recover from the Provider all costs and expenses incurred in the removal.

64. If the Provider shall fail to deliver the Goods in accordance with the terms of the Call-Off Contract, or if the Goods delivered are not of a type, grade, quality, size or weight stipulated on the Order, or the delivery of Goods is not accompanied by a duly completed Weight ticket (where applicable) and Provider's delivery note, then the Council shall have the power in their absolute discretion as set out in the Framework Agreement, dependent on the failure and consequences, to issue Default Notices, class them as Consistent Failures and take appropriate action.

FUEL RESERVES

65. During the winter months (October to April) the Provider must maintain a strategic reserve of Goods solely for the purpose of supplying any Buyer. The strategic Goods reserve will be maintained with at least 100 tonnes (one hundred tonnes) of **ENplus® A1** Wood Pellets available for delivery within 2 hours, and subsequent to any withdrawals of Wood Pellet the store must be refilled as soon as suitable quality Wood Pellet is available. The Goods reserves should be available for inspection by the Council at the start of every heating season to ensure that the Goods are still of a suitable quality and no deterioration has occurred.

66. Goods from these reserves will be charged at the normal Price under the Contract.

TECHNICAL SUPPORT

67. The Provider must have access to technical personnel to inspect Sites and give advice free of charge regarding operational difficulties arising from the combustion of the goods which may be experienced on these Sites. In respect of these issues the Provider shall be expected to respond within 24 hours of notification by the Council.

QUANTITIES

68. Estimated quantities given by the Council including within the Invitation to Tender in Appendix A/B are given for guidance only and are the probable requirements, but no warranty can be given, or guarantee entered that these quantities will be taken. The quantity contracted for shall be the quantity actually ordered under the Contract.

SUBCONTRACTING

69. The Provider cannot subcontract the whole or any part of its obligations under this Framework Agreement or an Order except with the express prior written consent of the Council. It is likely that consent will be given only in exceptional circumstances/as part of the contingency plan and prior written consent will not be given in any event unless any subcontractor who is delivering wood pellets and/or the Stores cleaning is also an ENplus® Producer, Trader, or Service Provider.
70. Whether at the commencement of the contract or during, if the Provider (having obtained the Council's express prior written consent as above) uses any subcontractors for any of its services or as part of the contingency plan the Provider must:
- a. submit all details to the Council and be clear as to what the subcontractor's role will be delivering the contract and evidence how the Provider will ensure that the subcontractor will provide their services meeting this contract.
 - b. confirm in writing the process that is in place to ensure there is no cross contamination of any other products with the wood pellets to be delivered.
71. Any such sub-contracting shall not in any way relieve the Provider from its liabilities hereunder and the Provider shall be and shall remain fully responsible in respect of the Service notwithstanding such subcontracting.

STORE CLEANING SERVICES

72. The Provider must provide a store cleaning service showing good value for money which will be available for the 17 Core Sites and to other Sites in Nottinghamshire.
73. The main aim of this service is to prevent the accumulation of fines/dust which can affect the wood pellet delivery system and the boiler. The store clean should be undertaken by the Provider to minimise any disruption to the Site's heating needs.
74. The store cleaning service provided will need to coordinate the clean with the replacement of pellets and ideally should be conducted over the summer months when there is a reduced requirement for heating or during school holidays for school Sites. This will also help to minimise any waste of wood pellets.
75. The store cleaning will require coordination with the Buyer's Site Representative and to be conducted at a time convenient for the site. The Provider should ensure that the Buyer / Site Representative is fully aware of what will take place and what they need to do, if anything, prior to the visit.
76. The store cleaning service should be able to cater for several types of stores and at some of the Sites there are two stores.

77. The service should include the removal of fines and dust from the stores, store sides, the auger and feed pipes. The fines and dust removed from the stores should be taken off site.
78. The Provider will provide Buyer/Site Representative prior to the cleaning of the store a risk assessment and method statement for the works. This can be provided electronically or a paper version. The Council will also need a copy provided at the start of the contract.
79. Within 5 working days after the store clean, the Provider must provide to the Buyer / Site Representative a report of any store clean undertaken detailing the date and exact service undertaken, with mention of any significant build-up of fines and dust, defects seen while carrying out the work (such as to the store/silo and pads) and supported by photographic evidence. A copy of the report must be sent to the Council.
80. The Provider will at the start of the Framework Agreement at the contract implementation meeting or subsequently propose a store cleaning process to be used for sites each year and agree this with the Council (as Framework Agreement Manager).

Health & Safety

81. A site-specific risk assessment or general risk assessment covering each Site involved in an Order needs to be carried out by the Provider where the delivery of goods takes place; this is to be provided to the Buyer (a copy is to be made available to the Council as requested). This is to ensure the safe delivery of goods to the Sites and into the wood pellet stores. This needs to cover how the Provider will ensure the health and safety of the delivery driver, staff at the site, school pupils and others.
82. In delivering Goods and at all times when on the Sites the Provider shall take all reasonable care to avoid injury to persons thereon and damage to the property of the relevant Buyer or the Council.
83. The Provider needs to make available an example risk and method statement to the Council as Framework Agreement manager covering the cleaning of wood pellet Stores at the commencement of the contract. If a site requires a site-specific risk assessment for Stores cleaning.
84. If any amendments are made to the risk and method statement by the Provider during the period of the contract a copy needs to be sent to the Council. The Provider must make any risk assessments and method statements available to Sites upon request.

Safeguarding

85. The Provider shall always comply with the requirements of the Safeguarding Vulnerable Groups Act 2006 and all subsequent amendments thereto and any other safeguarding legislation, regulations or statutory instruments that are or may come into force during the term of this Contract.
86. Where delivery of the Goods require unsupervised access to children or vulnerable adults, such as where the Site is a school or care home (but not limited to these) the Provider shall ensure that no individual commences their duties in connection with the delivery of the Goods until the Provider has evidence that an acceptable Disclosure and Barring Service Certificate has been issued by the Disclosure and Barring Service, and where requested in writing the Provider will provide (whether to the Buyer or to the

Council) written confirmation that an acceptable Disclosure and Barring Certificate has been issued in respect of any individual pursuant to the requirements of this clause and without any liability the Council may require the suspension of any individual from delivering the Goods pursuant to this Contract until written confirmation is given in a form reasonably satisfactory to the Buyer and/or the Council.

87. The Provider shall not employ or use the services of any person (for the delivery of the Goods) 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 children or vulnerable adults.

Social Value

88. Social value is defined through the Public Services (Social Value) Act (2013) which requires all public sector organisations and their suppliers to look beyond the financial cost of a contract to consider how the services they commission and procure can improve the economic, social and environmental wellbeing of an area.
89. The Council encourages the Provider to look at how they will deliver this contract to realise ongoing environmental, social, and economic benefits in the community they live in and Nottinghamshire.

Mobilisation and Timescales

90. The initial contract is for two years and there is an option for the Council to extend this for a year at a time to a maximum of two extra years, as set out in the Framework Agreement.
91. The Council will set up an initial contract meeting with the winning bidder as soon as possible after the contract is signed by both parties. It is expected this will take place in August/September.
92. During August/September, the number of deliveries is minimal allowing time for the Provider to set up the contract. This will help to ensure a smooth takeover of the contract before the beginning of the heating season.

Contract Management

MONITORING AND REPORTING

93. The Provider will be required to maintain an electronic record of deliveries of Goods made against, the Contract and within ten days of the end of each month will submit a return to the Council in a spreadsheet format (as shall be directed by the Council at the initial set up meeting) of the following matters.
- a) The Site
 - b) Order number
 - c) Name and quantity of Goods delivered
 - d) Cost per unit

- e) Delivery date
- f) Net Cost
- g) VAT
- h) Gross Cost

94. Additionally, the Provider will retain copies of all Weight tickets and Provider's Delivery Notes in respect of all deliveries identified on the statement and if requested to do so will make such documents available for inspection by the Council.

95. The Provider will be required to maintain an electronic annual report of fuel consumed by all the Contracting Bodies under this Contract and within ten days of the end of the fiscal year will submit the report to the Council in both an Excel & PDF (or other tamper proof) format. The report should include the following headers: Site Name, Annual Tonnage, Total number of deliveries, Average delivery size, Store size (type), Annual Cost, VAT %, Annual Gross Cost.

96. The Provider will share with the Council any information collected about the Sites to enable the delivery of the wood pellets and conduct Stores cleans including access details, type and size of Stores, the connection fittings, and any other relevant information.

INITIAL SET UP OF CONTRACT AND PERFORMANCE REVIEW MEETINGS

97. The Council's Framework Agreement Manager will arrange a Contract Implementation meeting with the Provider's representative following contract award to:

- a) Continue and establish a positive relationship with the Provider.
- b) Set clear expectations and outline and discuss performance standards/KPIs Table 1.
- c) Work in collaboration with the Provider to resolve problems and work through solutions.
- d) Arrange dates for quarterly contract meetings.
- e) Confirm contents of yearly management reports to be submitted by the Provider.
- f) Confirm arrangements for monthly validation reports.
- g) Confirm process managing the yearly store cleans.

98. During the set-up period at the beginning of the contract the Council will visit the Provider's main office/storage site.

99. The Provider and the Council will meet to review performance on a quarterly basis for the first year of the contract and at a frequency to be determined by the council thereafter, but a minimum of two a year. All required management information must be circulated prior to these meetings. The Contractor will ensure appropriate personnel attend the contract performance review meetings. The contract performance review meeting will focus on the services delivered and performance against the Key

Performance Indicators. Contract management of this contract will be assigned to a named Framework Agreement Manager. (Details will be provided following award).

100. At contract meetings notes should be taken and actions agreed by the Council and Provider. Once the notes of the meeting are agreed actions need to be acted on in a reasonable time period.

KPIs

Table 1.

Service Levels/Key Performance Indicators	Target	Performance Bands		
		Green (meets target)	Amber (resolve with Provider why not meeting the target/require a plan of action)	Red (Council can submit a default to the Provider)
Delivery of Goods shall be made within three working days or less of receipt by the Provider of the Order within office hours.	100%	100%	95-99%	1 -94%
Number of Complaints received from sites about the service within a year	0	0	1 –3	4+
Number of Complaints resolved within 5 working days, or an action plan put in place to work towards resolving the issue	0	0	1 - 3	4+
Monthly update report to be sent 10 days after the end of each month.	100%	100%	80 - 99%	1 - 79%

Reports for store cleans completed and sent to site and the Council within 5 days of store clean.	5 days	5	6 - 9	10+
Ensure the annual report is submitted within ten days of the end of the fiscal year.	10 days	10 days	11 to 30 days	31+

The Council may take action and require action from the Provider in relation to these KPIs, and in relation to any other non-compliance with the requirements of this Specification or of the Agreement, as set out in this Specification and in the Agreement.

COMMUNICATION AND CUSTOMER SERVICE

101. The Provider will respond to correspondence from the Council or Buyer/Site in a reasonable time period depending on the priority of the communication. Normal correspondence would be expected to be acknowledged within a working day and then actioned within 3 to 5 working days or 10 working days if requiring investigation. In the event an action will take longer than ten days an estimated completion date should be provided.
102. The Council requires the Provider to keep records of any Orders terminated by a Buyer or by the Council and of any complaints from the Buyers/Sites and to share this with the Council at contract meetings. The Provider dealing with any complaints from Buyers/Sites should do so in a courteous and professional manner and respond to any correspondence in a reasonable time period. Any conflicts between the Provider and the site management should always be reported to the Council's Framework Agreement Manager.
103. The Provider needs to monitor any issues and concerns at Sites and communicate them to the Council. This will allow the Council and the Provider to manage any unforeseen circumstances and contribute to good customer service.

CHARGING AND PAYMENTS

104. Payment methods for the delivery of Goods and store cleaning service, for the Core 17 Sites in Appendix A, will be confirmed in detail by the Council during the set-up period.
105. For those Core Sites / Buyers with an installation for which RHI payments are received, the Council will give the Provider a purchase order for those Sites and the Council will itself pay for these Sites. It is a requirement that an invoice is sent to the Council for every delivery with the purchase order on, the full name of the site, the date, the amount in tonnes and the cost (including the VAT rate where applicable). This purchase order will also cover for the store cleans for these Sites.
106. For non-Core Buyers/Site and any Core Sites / Buyers in relation to which RHI is not received: The Provider will need to agree with all other Sites direct the payment process as these Buyers will pay for the delivery of the wood pellets and store cleans themselves.
107. In relation to any Order the Buyer shall pay the Price (as set out in Schedule 2 of the Framework Agreement) which have become payable within 30 days of receipt of an undisputed invoice from the Provider.
108. The Council's Framework Agreement Manager will be the main contact for payment queries at the Core Sites.

APPENDIX A

(Core Sites)

[reproduced on the following page]



Sch 1 APPENDIX A
Deliveries Core Sites.p

NCC UPRN	Site	Address	Postcode	Telephone	Email	Organisation	Tonnes per month Aug-23	Deliveries. per month	Sep-23	Oct-23	Nov-25	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Annual Total tonnes	Total No. of deliveries	Average Delivery Size	Est. Store size (type)	Notes										
07572	Via East Midlands, Bilthorpe Highways Depot	Bilthorpe Industrial Estate, Eaking Road, Bilthorpe	NG22 8ST	07970593178	shaun.townsend@viaem.co.uk	Via East Midlands Ltd	0	0	0	0	12	27	16	17	12	8	0	0	6	100	8	13	19.5 (GRP Silo)											
01912	Dukeries Young Peoples Centre	Main Road Boughton Nottinghamshire	NG22 9JE	01623869308	kira.sharpe@nottsgov.uk	Nottinghamshire County Council	0	0	0	0	0	3	0	3	0	0	0	0	0	6	2	3	7 (fabric silo)											
01696	Hawtonville Young People's Centre	Windsor Road Newark Nottinghamshire	NG24 4HX	01636 646450	ella.bailey@nottsgov.uk	Nottinghamshire County Council	0	0	0	0	0	3	0	0	0	0	0	0	0	6	1	3	7 (fabric silo)											
02757	Hollywell Primary School	Hardy Street Kimberley Nottinghamshire	NG16 2JL	0115 919 58 98	office@hollywellprimary.org	East Midlands Education Trust	0	0	3	1	0	5	2	2	4	2	4	0	0	0	28	12	2	3 (fabric silo)										
01266	Healdswood Infant and Nursery School	Barker Avenue Skegby Sutton-in-Ashfield Nottinghamshire	NG17 3FQ	01623 462449	Office@healdswood.notts.sch.uk	Nottinghamshire County Council	0	0	0	0	7	2	3	4	2	0	3	0	0	0	28	8	4	4.5 (metal silo)										
01134	Intake Farm Primary School	Armstrong Road Mansfield Nottinghamshire	NG19 6JA	01623 625552	office@intakefarm.notts.sch.uk	Nottinghamshire County Council	0	0	0	0	4	3	3	3	1	0	3	1	0	3	9	4	6 (metal silo)											
01531	James Peacock Infant and Nursery School	Manor Park Ruslington Nottingham	NG11 6DS	0115 9144 225	office@jamespeacock.org.uk	Nottinghamshire County Council	0	0	0	0	9	6	8	6	1	0	0	0	0	4	6	7	17.5 (metal silo)											
01123	Langold Dyscarr Community School	School Road Langold Workshop	S81 9PX	01909 730396	office@langold-dyscarr.notts.sch.uk	Shine Multi Academy Trus	0	0	0	0	7	13	8	7	1	0	0	0	0	4	7	7	10.5 (Flexilo trough pellet storage)											
06176	Mansfield Day Services	Southwell Road West Rainworth Nottinghamshire	NG21 0HJ	1159773199	andrew.pooley@nottsgov.uk	Nottinghamshire County Council	8.41	1	0	0	10	8	10	5	2	3	0	0	0	0	57	11	5	8.5 (fabric silo)	Site vacant possible deliveries required 2025. To be confirmed.									
01171	Queen Eleanor Primary School	Harby Newark	NG23 7EQ	01522 703428	office@queeneleanor.notts.sch.uk	Nottinghamshire County Council	0	0	3	1	0	2	3	3	1	0	0	0	0	2	7	3	4.5 (container)											
03362	Retford Young People's Centre	Spa Lane Retford	DN22 6EA	07342 066254	heather.cowley@nottsgov.uk	Nottinghamshire County Council	0	0	0	0	4	0	4	0	0	4	0	0	0	1	3	4	4.5 (fabric silo)											
01319	Springbank Primary School	Peacock Drive Eastwood Nottingham NG16 3HW	NG16 3HW	01773 762277	office@springbank.academy	The White Hills Park Trust	0	0	0	0	11	9	1	6	0	0	0	0	0	27	3	9	12 (fabric silo)											
01466	Stanhope Lower School	Keyworth Road Gedling Nottingham	NG4 4JD	0115 955 3440	office@stanhope.notts.sch.uk	Flying High Academy Trust	0	0	0	0	1	4	4	1	1	6	0	0	0	2	10	2	4 (fabric silo)											
01466	Stanhope Upper School	Keyworth Road Gedling Nottingham	NG4 4JD	0115 955 3440	office@stanhope.notts.sch.uk	Flying High Academy Trust	0	0	0	0	3	6	6	2	3	6	2	0	0	0	31	10	3	4 (fabric silo)										
01212	Walesby C of E School	New Hill Walesby	NG22 9PB	01623 860575	office@walesby.notts.sch.uk	Nottinghamshire County Council	0	0	0	0	4	3	1	4	5	1	0	0	0	0	17	4	4	4.5 (Flexilo fabric silo)										
03096	Westfield Folk House Young People's Centre	Westfield Lane Mansfield Nottinghamshire	NG18 1TL	01158 546 224	Paul.Stockton@nottsgov.uk	Nottinghamshire County Council	7.12	1	0	0	5	6	1	5	8	1	4	0	0	0	41	7	6	3.9 x 2 (fabric silo x 2)										
03364	Workshop Library	Memorial Avenue Workshop Nottinghamshire	S80 2BP	0115 8044382/ 8044373	workshop.buildingofficers@inspireculture.org.uk	Inspire: Culture, Learning and Libraries	0	0	0	0	15	11	0	10	1	12	0	0	0	50	4	13	18-20 (internal bag silo)											
Totals							16	2	6	2	30	5	90	17	99	18	97	19	86	16	94	18	43	11	8	2	0	0	10	2	578	112	5	

APPENDIX B

(Non-Core Sites)

[reproduced on the following page]



Sch 1 APPENDIX B
Non-Core Sites final

Appendix B - Non-Core Sites

(these sites to the best of our knowledge have biomass boilers and are the Non-Core Sites)

No.	NCC Code	Site	Address	Telephone	Email	Estimated annual tonnes of wood pellets	Notes
1	01534	Abbey Road Primary School	Abbey Road Primary School Tewkesbury Close West Bridgford Nottingham NG2 5ND	0115 974 8055	office@abbeyroadprimary.co.uk	30	
2	01332	Albany Infant & Nursery School	Albany Infant and Nursery School Grenville Drive Stapleford Nottingham NG9 8PD	0115 9179212	office@albany-inf.notts.sch.uk	15	
3	01439	Arbrook Primary School	Bestwood Lodge Drive, Arnold, Nottinghamshire NG5 8NE	0115 9190199	office@arnbrookprimary.net	40	
4	01180	Bishop Alexandra	Bishop Alexander L.E.A.D. Academy Wolsey Road Newark Nottinghamshire NG24 2BQ	01636 680040	admin@bishopalexanderacademy.co.uk	0	Unknown
5	01512	Brookside Primary School	Brookside Primary School School Green East Leake Leicestershire LE12 6LG	01509 820001	office@brookside.notts.sch.uk	15	
6	01239	Broomhill Junior School	Broomhill Junior School Broomhill Road Hucknall Nottingham NG15 6AJ	0115 952 5694	office@broomhill-jun.notts.sch.uk	37	
7	02959	Butlers Hill Infant & Nursery School	Butler's Hill Infant and Nursery School Broomhill Road, Hucknall, Nottingham NG15 6AJ	(0115) 952 5904	office@butlershill.notts.sch.uk	36	

8	01450	Carlton Infant Academy	The Carlton Infant Academy & Nursery School Foxhill Road Carlton Nottingham NG4 1QS	0115 910 0887	office@thecarltoninfantacademy.org.uk	27	
9	01451	Carlton Junior Academy	The Carlton Junior Academy Garden Avenue Foxhill Road Carlton Nottingham NG4 1QT	0115 9110402	office@carltonjunior.org.uk	30	
10	01077	Crescent Primary & Nursery School	Booth Crescent Mansfield Nottinghamshire NG19 7LF	01623 468558	office@crescent.notts.sch.uk	67	
11	01021	Elkesley Primary & Nursery School	Elkesley Primary and Nursery School Headland Avenue Elkesley Retford Nottinghamshire United Kingdom DN22 8AQ	01777 838615	office@elkesley.notts.sch.uk	18	
12	02623	Garden Lane Playing Fields				0	Unknown
13	01660	Garibaldi College	Garibaldi Road Forest Town Mansfield Nottinghamshire NG19 0JX	01623 464220	office@garibaldischool.co.uk	248	
14	01323	Greasley Beauvale Primary School	Greasley Beauvale Primary School Greasley Avenue Main Street Newthorpe Nottingham NG16 2FJ	01773 712128	office@greasley.notts.sch.uk	50	
15	01749	Hall Park Academy	Mansfield Road Eastwood Nottinghamshire NG16 3EA	01773 786 212	office@hallparkacademy.org.uk	163	
16	01025	Harworth CofE Academy	Harworth Church of England Academy Scrooby Rd Harworth Doncaster DN11 8JT	01302 742477	office@harworth.snmat.org.uk	26	

17	02822	Holly Primary School	Holly Primary School, Holly Drive, Forest Town, Mansfield, NG19 0NT	01623 477280	Office65@holly.notts.sch.uk	29	
18	01103	John T Rice Infant & Nursery School	John T Rice Infant and Nursery School Braemar Road Forest Town Mansfield NG19 0LL	1623465588	office@johntrice.notts.sch.uk	20	
19	01174	Kneesall CofE Primary School	Kneesall C of E Primary School School Lane Kneesall Newark Notts NG22 0AB	01623 861069	Office@kneesall.notts.sch.uk	9	
20	01033	Leverton CofE Academy	Leverton Church of England Academy Main Street, North Leverton, Retford, Notts, DN22 0AD	01427 880470	office@leverton.smat.org.uk	22	
21	01469	Linby-cum-Papplewick CofE Primary School	Linby Cum Papplewick C.E Primary School, Quarry Lane, Linby, Nottingham, Nottinghamshire, NG15 8GA	0115 963 4282	office@lcp.smat.org.uk	10	
22	02918	Mornington Primary	Mornington Primary School Mornington Crescent Nuthall Nottingham NG16 1RF	0115 975 7745	office@morningtonprimary.org	0	Unknown
23	01177	Muskham Primary School	Muskham Primary School Main Street North Muskham Newark Nottinghamshire NG23 6HD	01636 702254	office@muskham.notts.sch.uk	20	
24	01111	Newlands Junior School	Newlands Junior School Braemar Road Forest Town Mansfield Nottinghamshire NG19 0LN	01623 480440	office@newlands.notts.sch.uk	35	

25	02904	Prospect Hill Infant	Prospect Hill Infant and Nursery School Maple Drive Worksop Nottinghamshire S81 0LR	01909 486374	admin@prospecthill.notts.sch.uk	17	
26	01060	Prospect Hill Junior School	Maple Drive Worksop Nottinghamshire S81 0LR	01909 472465	office@prospecthill-jun.notts.sch.uk	18	
27	01036	Ranby CofE Primary School	Ranby Church of England Primary School Blyth Road Ranby Nr Retford Nottinghamshire DN22 8HZ	01777 703736	office@ranby.notts.sch.uk	6	
28	01037	Ranskill Primary School	Cherry Tree Walk Ranskill Nottinghamshire DN22 8LH	01777 818 468	administration@ranskill.notts.sch.uk	0	Unknown
29	01799	Redhill Academy	The Redhill Academy, Redhill Road, Arnold, Nottingham, NG5 8GX	(0115) 926 1481	admin@theredhillacademy.org.uk	222	
30	01502	Robert Miles Junior School	Robert Miles Junior School, Market Place, Bingham, Nottingham NG13 8AP	01949 875011	office@robertmiles.notts.sch.uk	30	
31	01305	Rylands Junior School	Trent Road Beeston Nottinghamshire NG9 1LJ	0115 917 8355	office@rylands.notts.sch.uk	20	
32	01447	Sir John Sherbrooke Junior School	Flatts Lane Calverton Nottingham Nottinghamshire NG14 6JZ	(0115) 965 2291	office@sirjohnsherbrooke.notts.sch.uk	0	Unknown
33	01068	St John's CofE Academy	St John's C of E Academy Raymoth Lane Worksop Nottinghamshire S81 7LU	01909 481540	schooloffice@stjohnsworksop.snmat.org.uk	28	
34	01448	St Wilfrids	St Wilfrid's CE Primary School Main Street Calverton Nottingham NG14 6FG	0115 965 2775	office@st-wilfrids.notts.sch.uk	13	

35	01867	The Beech Academy	The Beech Academy, Fairholme Drive, Mansfield, Nottinghamshire NG19 6DX	01623 626008	beech.office@nexusmat.org	43	
36	01318	The Florence Nightingale Academy	The Florence Nightingale Academy Chewton Street, Eastwood, Nottinghamshire, NG16 3HB	01773 713452	office@theflorence.academy	30	
37	01822	The Rushcliffe School	Boundary Road, West Bridgford, Nottingham, NG2 7BW	0115 9744050	info@rushcliffespencer.org.uk	34	
38	01342	Trowell CofE Primary School	Trowell Church of England Primary School Derbyshire Avenue Trowell Nottingham NG9 3QD	0115 932 0962	office@trowell.notts.sch.uk	24	
39	01051	Tuxford Primary Academy	Tuxford Primary Academy Newark Road Tuxford Newark Nottinghamshire NG22 0NA	01777 870482	office@tuxfordprimary-ac.org.uk	30	
						1462	

APPENDIX C

ORDER FORM

Agreement for Supply Wood pellets and Wood Pellet Store Cleaning Service - DN781594

This Order Form is issued subject to the provisions of the Framework Agreement ref DN 781594 entered into between Nottinghamshire County Council (the Council) and the Provider on [ADD DATE].

The Provider agrees to supply the Products and/or Services specified below on the terms set out in this Order Form and in accordance with the terms set out in the Framework Agreement including price.

Please call the Provider with your order and if you wish, send on this Order Form to the Provider by email, as confirmation.

Date of Order		Buyer Order Number/Purchase Order (if used)	
----------------------	--	--	--

FROM

Buyer	[INSERT]
Buyer's Address	[INSERT]
Invoice Address (if different from Buyer's Address)	[INSERT] or N/A]
Site name	[INSERT]
Delivery Address (if different from Buyer's Address)	[INSERT]
Site Representative:	Name: [INSERT] Phone: [INSERT] Email: [INSERT]

TO

Provider	[INSERT PROVIDER]
Provider's Address	[INSERT PROVIDER]
Account Manager	Name: [INSERT] Phone: [INSERT] Email: [INSERT]

ORDER REQUIREMENTS

Supply of Wood pellets?	[YES / NO]
Store clean service?	[YES / NO]

Wood pellets supply	
Delivery required no later than: (Buyer should provide 3 working days' notice)	
Tonnes Required?	
Size of store / Store type?	
Access requirements....	
RAMS Attached?	[Y/N]

Store clean service	
Date Required?	
Size of store / Store type?	
Access requirements....	
Top up of wood pellets and how many tonnes?	
RAMS Attached?	[Y/N]

Schedule 2 - Prices



**Invitation to Tender for the Supply of 6 mm
Wood Pellets and Wood Pellet
Store Cleaning Service**

Tender Reference: DN781594

Invitation to Tender (ITT) –

**PART SIX
Commercial Offer**

ALL COSTS QUOTED MUST BE EXCLUSIVE OF VAT AND INCLUSIVE OF DELIVERY.

Table 1.

Price per tonne of wood pellets delivered excluding VAT. Bidder to insert price below.

£275.00

Table 2

Location	Store Type & Est Size	Cost per Clean
Via East Midlands	19.5 GRP	£750.00
Dukeries	7 fabric	£750.00
Hawtonville	7 fabric	£750.00
Hollywell	3 fabric	£750.00
Healdswood	4.5 metal	£750.00
Intake	6 metal	£750.00
James Peacock	17.5 metal	£750.00
Langold	10.5 flexilo trough pellet	£750.00
Mansfield	8.5 fabric	£750.00
Queen Eleanor	4.5 container	£750.00
Retford	4.5 fabric	£750.00
Springbank	13 fabric	£750.00
Stanhope Lower	4 fabric	£750.00
Stanhope Upper	4 fabric	£750.00
Walesby	4.5 flexilo fabric	£750.00
Westfield	3.9 fabric	£750.00
Worksop	18-20 internal bags	£750.00
Total Price		£750.00

For Information Only-Please give details below of source(s) of wood pellets tendered for in table 1 above

C M Biomass

In respect of the above 'fuel cost' for the Goods the Contractor shall maintain the price per tonne at the rates detailed in table 1 for a period of one year from the commencement of the term of the contract. After the initial twelve months fixed price period, any revision in the Price shall be subject to negotiation with at least three months notification being given of any proposed price variation, supported by sufficient documentary evidence and forwarded to the County Council's Senior Procurement Officer on this procurement email david.watson@nottsc.gov.uk. Once agreed the price must remain fixed for a minimum period of twelve months from the anniversary of the commencement date.

Bidders must submit tendered information in table 3 below on their breakdown of costs that have been used to arrive at the tendered price.

The contractor shall maintain an open book policy regarding all costs on this contract.

The Council reserves the right to also market test prices offered as part of any price revision to ascertain their continued competitiveness and retender if no satisfactory agreement is reached on the proposed revised prices.

FOR INFORMATION ONLY

Table 3

	Supplier to Complete With Percentage Breakdown Of Costs Below	
Tendered Price (from table 1 above)	100%	
Material Cost	<u>75</u>	
Transport	<u>12.5</u>	
Labour	<u>12.5</u>	
Other overheads not covered by above please identify below and give percentage breakdown for each element	Additional Overheads (complete below)	% breakdown
On Cost-Profit Margin- (this element must be fixed for the life of the contract)		

Dated this 11th.....day of August.....2025.....

Signature



For and on behalf of High Park Industries Limited.....

(Name of firm or Company)

Status of signatory.....Director.....

(eg Partner or Director)

Schedule 3 - Provider Bid

Schedule 3 contains:

- Bid Quality Questions
- Wood Pellet Delivery Method Statement
- Suction of wood pellet Method Statement
- Risk Assessment Delivery & Suction of Wood Pellets
- Confined Space – Permit to Work
- High Park Business Continuity Plan
- Business Continuity Info

Questions Wood Pellet Contract

MARKS	QUESTION RESPONSES	WEIGHT
5	Excellent response with requirements being met and exceeded in some areas. Showing a comprehensive understanding and the ability to deliver to a high standard. Evidence relating to the requirement shows high quality.	100%
4	Good response with requirements being fully met. Shows understanding of all the key aspects and the ability to deliver to a high standard. Evidence relating to the requirement shows good quality.	80%
3	Acceptable answer with requirements being met in parts but not fully. A reasonable understanding to have the ability to deliver the requirement. Evidence to show that the response is just suitable for the purpose but has not met the standard expected.	60%
2	Poor response where some requirements are being met but there are some large exceptions. Concerns that the response provided would not meet the requirement.	40%
1	Target requirements only partially met. Low standard response. Major concerns that the proposed response would not be suitable.	20%
0	No Answer or Answer not meeting the requirements at all. No evidence that the response would be suitable.	0%

Questions

	MARKS FOR SUB CRITERIA	MINIMUM THRESHOLD	OVERALL WEIGHTING
1. Quality			
1a) How does the bidder apply their knowledge and experience to ensure the contract is managed to the highest standard and meeting contract requirements? (Structure/tiers/staff/roles/experience)	10		4
We would apply our knowledge and experience to this contract by leveraging past successes and failures, building a strong internal knowledge base, and utilizing negotiation and contract management skills honed through our experience. This strategic approach maximizes value, minimizes risks, and fosters successful, long-term relationships with customers and suppliers. We have managed many Wood Pellet Contracts including National Trust sites, Bedford Council, North Lincs Council, Derby County FC and AWE Horticulture (The UK's largest			

supermarket flower grower). We have also supplied this NCC contract from 2021-2025, 2015-2019 and the vast majority of the 'Non-Core' sites for over 14 years continuously.

In all our years of supplying successful contracts we have never let a site run out of fuel. We deliver within 24-48 hours of orders being placed and have proven this repeatedly. Our commitment goes above and beyond to meet customer requirements including deliveries before 7am and after 4pm to help with congestion and parking issues around schools, or deliveries on weekends when requested by a site manager. We still operate 4-wheeler delivery vehicles (the smallest in the UK) to ensure there are no access issues.

Through our experience and the recording of each sites delivery pattern in previous heating seasons, we can accurately predict when future deliveries are needed. We have, on numerous occasions, contacted customers who have forgotten to order. We are also experienced with, and regularly monitor, all NCC sites remote monitoring systems.

We are ENplus accredited and have been consistently since 2014, with no issues. We have recently invested over £500,000 in our new fleet of wood pellet delivery vehicles meeting all new ENplus requirements. All our staff are employed by High Park Industries, we do not use contractors. We have our own team of HGV technicians and modern DVSA (Driver Vehicle Standards Agency) approved workshop meaning all our vehicles, plant and equipment are in A1 condition.

Staff structure/roles and experience

Company Directors

Peter Cheesmond, Paul Cheesmond both with over 18 years' experience in the wood pellet industry, 30+ years in the timber industry. Ensuring the responsibilities and authorities for relevant roles within the company relating to the contract are assigned communicated and understood within the company. Paul Cheesmond is also an ENplus Quality manager having completed an ENplus quality management course.

Office manager

Adrian Louth with over 18 years' experience in the wood pellet industry, 24+ years in the timber supply industry. Responsible for all day to day operations. Adrian is already well known by NCC site managers, with whom he has an excellent working relationship.

Sales Operatives

Andrew Lissaman, Craig Stephens both with 12 years' experience in the wood pellet and timber sales industry. Responsible for all sales orders and customer service.

Accounts Administrator

Kayti Rogers with over 9 years' experience within wood pellet accounts and 19+ years in timber industry accounts. Kayti is the direct contact for invoicing and accounts queries.

Pellet Stores/Sawmill manager

Lee Cheesmond with 18 years' experience in the wood pellet industry, 25+ years in timber sawmill and wood handling. Responsible for overseeing all loading, screening and storage of wood pellets and associated machinery.

Pellet stores operatives

Josh Cheesmond, Matt Norwood, Tom Norwood each with 14+ years' experience in the wood pellet industry. Responsible for the loading/unloading, screening, and storage of wood pellets. All trained in ENplus internal quality management controls.

Technical operatives/complaints

Paul McCartney, Adrian Louth with combined experience of over 25 years in the wood pellet industry. Responsible for liaising with customers, site visits and all areas of technical advice.

Delivery drivers/Silo Cleaning

Paul McCartney, Gary Louth, Jonathan Cheesmond, James Reeves all with over 14 years' experience in HGV driving and wood pellet deliveries. Confined space trained and ENplus certificated. Responsible for all deliveries and silo cleaning.

1b) Provide details of how you will organise and carry out store cleans meeting the specification. If using sub-contractors to deliver the store cleaning, how will you ensure they can deliver this service meeting the specification? Give full details of what the service will include.

8

3.2

We have operated a store cleaning service for over 14 years for all our customers, suitable for all types of bunker/store including fabric bag, silo, bunker and converted coal bunker.

We do this with our own fully trained and qualified staff, including confined space training to allow access inside the bunker where possible. Other providers do not have this level of qualification and attempt to clean the bunker from the outside using longer hoses. However in some cases this is just not effective.

We do not use contractors, therefore our staff are familiar with all the sites wood pellet storage, including all NCC sites as we have been cleaning those for at least the last 4 years.

We operate our own specialist suction equipment to remove all fines, dust and residue from the storage, feed auger, fill and exhaust pipes. All of this equipment receives regular maintenance utilizing our own modern workshops/garages and our own team of qualified technicians.

We carry out, and regularly update, risk assessments for each site to ensure that all health safety requirements are met, for example CO2 monitoring and the venting of bunkers before entry (where required), to keep any associated risks to a minimum.

We liaise with site managers/customers to co-ordinate the clean when the store is at its lowest stock level to minimize the amount of pellet stock lost during cleaning. This is usually in the warmer summer months to avoid disruption to the site (as the boiler is not needed constantly) and when our own pellet deliveries are less frequent. As we carry out this service ourselves we are able to have a fresh load of wood pellets ready to immediately re-fill the storage facility.

Immediately following this service a detailed report is provided including photographic evidence. This includes internal images of the bunker/silo, auger and pipework both before and after the clean. Any issues, or potential issues which may be prevented, are highlighted and recommendations for improvements/repairs are given.

Regular cleaning insures the fuel is relatively dust free, giving better combustion from the boiler meaning increased value from the wood fuel.

See attached- **Confined Space Permit to work, risk assessment and method statement.**

1c) Dust Control Measures: What measures are in place to minimise dust during delivery?	6		2.4
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Numerous measures are in place to minimize dust during the delivery process. ENplus guidelines are followed strictly to ensure this.

The measures taken start with our first interaction with the wood pellets. When the pellets are delivered into our stores they are visibly checked, and sieve checked, for excessive fines or any other possible contaminants. If the load is found to be sub-standard it is kept separate from our stocks, rejected and returned to the supplier. This, however, is extremely rare as we only trade with reputable and well established ENPlus wood pellet producers/suppliers. Our stocks are housed in purpose built stores and are kept isolated to prevent any interactions which may cause dust/contamination.

When initial loading of our delivery vehicles commences the wood pellets are sieved using a calibrated vibratory screen, again to remove dust/fines or to catch any possible contaminants before they are conveyed onto our delivery vehicle. (Some wood pellet suppliers collect from stores located at docks etc. therefore they have no control of the loading process). Our delivery vehicles then depart our stores to travel to our customers- all our delivery vehicles have automated pneumatic cover sheets to protect the pellets during transport.

Upon delivery our fully trained drivers (ENplus certificated) will ensure they can position our delivery vehicles as near to the pellet bunker/silo as possible to minimize the length of pipe work required and to minimize the number of bends used. This reduces abrasive contact when the pellets are blown into the store, therefore keeping the fines/dust created to a minimum. Combined with this we use specialist smooth rubber-lined pipework with anti-abrasion technology to reduce the amount of fines created as the wood pellets pass through the delivery pipe for the best available delivery. All our vehicles have onboard dust extraction to connect to the venting pipes of the stores and minimize any dust during delivery. We have new vehicles (less than 12 months old) with the most up to date onboard extraction equipment.

The knowledge our drivers already have of all the NCC sites means we can do all of this this quickly and efficiently. These measures combined with the knowledge and experience of our drivers means our customers receive the best delivery possible with the minimal amount of dust/fines possible.

1d) In line with response to cost breakdown in the commercial offer part 6, how will the bidder work with the Council in controlling potential cost increases and ensuring efficiencies?

10

4

We would work with the council in controlling potential cost increases and ensuring efficiencies by using our extensive knowledge and experience in the wood pellet industry.

During the last 18 years we have built up an excellent working relationship with a large number of wood pellet manufacturers and suppliers. This means we can source the best product at the very best price from numerous sources, unlike other companies that are tied down to one supplier or manufacturer.

We also are able to bulk-buy large quantities due to our financial security and large storage /handling capacities of up to 8000 tonnes. It is the usual case that we have over 5000 tonnes in stock at the beginning of the heating season at an outlay of over £1million. But buying wood pellets in bulk commands the best prices, especially in the summer months when demand and prices are at their lowest for the NCC contract.

We have demonstrated in the past how this has worked with NCC when the Russia/Ukraine conflict drove wood pellets up to over inflated prices over the winter months, we kept a price well below average due to our bulk buying in the summer and buying power in the winter.

We control transport costs by only using our modern fleet of 6 wheeler rear steer and 4 wheeler vehicles, we have invested almost £1million into our vehicles, loading machinery and storage in the past 12 months. This means the most reliable and fuel-efficient deliveries to NCC sites, no substantial rising costs due to contractors or lease companies increasing charges- we have full control. We also bulk buy fuel for our own delivery vehicles to minimize costs.

Continuous training of drivers and staff ensures the most efficient deliveries from order to delivery, including route optimization and multi-drop deliveries for smaller sites saving time and fuel combined with the extensive experience and knowledge of our staff in wood pellet supply.

Labour costs are stable with all our staff employed on a long term basis, we do not use expensive agency staff or contractors, therefore no unforeseen cost increases that are beyond our control.

We would also work with NCC using our knowledge and experience, as we have done in the past by regular contact and meetings to discuss and avoid any potential increases or deficiencies that may arise.

1e) How will the bidder ensure they meet the sites specific delivery requirements?

12

4.8

We serviced the NCC contract from 2015-2019 & 2021-2025 and have supplied the vast majority of the 'non-core' sites for over 14 years. This means that our knowledge of the NCC contract is undoubtably proven. We have in-depth knowledge of every site and know exactly its requirements.

Each site has been visited and inspected to ensure all delivery requirements of the specific site are met. All site managers/site staff responsible for ordering/receiving deliveries are contacted regularly and before any deliveries to discuss any changes to the service/delivery. Our drivers report back any changes to the site that may have taken place and our company director, Peter Cheesmond, visits each site either annually or bi-annually to ensure we are up to date on every aspect.

Each site has specific times for delivery which we have demonstrated we can adhere to in the past years servicing the NCC contract. This is crucial to make an efficient and on time delivery. We are flexible enough to deliver at anytime from 6am until 6pm to avoid congestion at some sites before staff, parents and children arrive. A major contributing factor to us being so punctual is where we are situated. Our pellet stores and vehicle base are in the heart of Nottinghamshire. We are ideally situated in the very center of all of the NCC sites, allowing quick access to them all. Other suppliers are based near to the docks, such as Yorkshire and Lincolnshire where the pellets arrive into the UK. Being based outside of the county is far from ideal for the NCC contract and would not allow deliveries as early or as late as we can offer.

This coupled with our 4-wheeler vehicles (the smallest and most maneuverable in the UK) eliminates any delivery and access issues.

Our in-depth knowledge of each site and its requirements really is unmatched. Below are just a few examples of this:

St Wilfred's Primary school requires a delivery before 7am and with a 4-wheeler vehicle for access across the school playground and the rear of the school office.

Stanhope Primary must have a delivery after 7am (due to noise concerns with residents) and before 8.30am, before staff parking and parents cause an access issue.

Ranskill Primary, Harworth Academy and St Johns Academy still have the old 5 inch bell-type connection for coupling our delivery pipe to. This is an old coal-type connection which predates the now widely used 110mm Storz connection. We carry this old type connection and adaptor on each of our delivery vehicles specifically to use at these three sites. To our knowledge no other suppliers carry this connection.

Abbey Road Primary School has an overhead cable situated above the pellet bunker. For this reason the delivery vehicle can only park one specific way to avoid catching the cable when the delivery lorries body is lifted during the discharge of the wood pellets.

Redhill Academy has two separate pellet stores- a silo at the front of the school and old converted coal bunker at the rear. The bunker at the rear is reached by crossing the school playground, so again this must be delivered to outside of school hours. And although not visible, we know that this bunker internally is divided into two, with two separate screws that feed the boilers. Therefore when delivering, the load of wood pellets must be split with half being blown into each feed pipe.

These are just examples of the site requirements that all of our staff are aware of and prove that we are able to meet them, as we always have done in the past.

2. Derogation

Within the ENplus® certification scheme what derogations does the bidder have (if any) and what steps are being taken to remove these and within what timescale?

8

3.2

No derogations- fully ENplus compliant

3. Customer Service Standards

Provide details of how the bidder intends to provide first class customer service in dealing with customers and complaints.

8

3.2

If we were awarded this contract we would continue to provide a first class customer service, especially when dealing with customers and complaints.

Over the years of interacting with these sites we have built up an excellent working relationship with all site managers/site staff involved with the wood pellet supply. We have regular dialogue and frequently ask if there is anything we could do to improve our service. This, coupled with our extensive knowledge of each site allows us to offer not only a first class service, but a personal one too. We provide them with contact details for our office, and out of hours contact details for our staff, including evenings and weekends.

This means we are always available- for any reason. And should a problem arise, site managers are able to call somebody at High Park Industries with whom they are already familiar with, any day of the week, any time of the day.

On occasion we have been contacted out of hours when sites have run out of pellets and have organized emergency deliveries over the weekend, within 4 hours.

Complaints will always be acted upon immediately and investigated. We have our own complaints procedure and also use guidelines from ENplus.

Upon receiving a complaint on pellet quality, all basic information would be recorded from the site, this would include- site details, delivery date of pellets and the nature of the complaint. All delivery documentation specific to that delivery would be obtained including the pellet sample we take and record from each delivery made. We then arrange for an immediate site inspection to inspect the pellets, storage facilities and a pellet sample to find the cause of the problem. All complaints are recorded and logged.

We would then consult with the customer and discuss the problem and best course of action to ensure the customer is satisfied with the resolution.

We would also contact NCC and notify of any complaints immediately.

In the highly unlikely event of there being an issue with the wood pellets, we have the ability to remove the pellets from the store and replenish the store with a fresh batch the same day. Although this has never been necessary in our history of wood pellet supply.

After a complaint and its subsequent investigation has concluded we ask our customer for any feedback on how it was handled. We then have an internal meeting at High Park Industries. This is to discuss and explore if there was any way our procedure could have been better and if there is any way we could improve in the future. As a business we are continuously looking for ways to improve.

4. Health and Safety

How will the bidder ensure the health, safety, and welfare of staff and third parties whilst undertaking the specified deliveries? Please provide an example of the risk assessments and method statements you use for deliveries and store cleaning. This can be attached to the application.

14

5.6

Thorough planning, effective communication, appropriate equipment, and comprehensive training we will ensure the health, safety and welfare of staff and third parties during deliveries.

We contact all site staff involved prior to delivery to collaborate and create a safe delivery plan, share relevant safety information, and establish clear expectations. This includes conducting risk assessments, implementing control measures, and monitoring their effectiveness.

We have carried out risk assessments for every specific site in the NCC contract to identify any potential hazards that may affect the staff and third parties during a delivery.

Based on these risk assessments, we put in place measures to eliminate or minimize identified hazards. These could include coning off areas in preparation, specified early times before any third parties arrive on site, identifying and avoiding overhead cables and any obstructions etc. All sites are different so that's why it is important to visit each site and make a specific plan for delivery. We regularly review each site to monitor any changes and implement these into our method statements/delivery plan. It is also important that all parties are notified of a date and time of a delivery so that preparations can be made.

As an example **Hall Park Academy** cordon off the site area prior to delivery preventing any access from vehicles and third parties, this was deemed the best action to take along with other measures to ensure the safety of staff and third parties.

All our staff are fully trained and ENplus certificated to ensure they have the required skills and knowledge to perform their deliveries safely and effectively.

All equipment used- vehicles, pipework, extraction, PPE etc. are all rigorously checked and maintained to high standards to prevent any injuries to parties from equipment failure.

In the highly unlikely event of any accidents or near misses, all parties including HSE and NCC would be contacted and a full investigation and report made to identify the root cause and prevent any recurrence.

Attached- **Confined Space Permit to work risk assessment and method statements.**

5. Business Continuity			
Please provide details of your organisations Business Continuity Plan that identifies risk to the delivery of the services within the contract (for example staff absence, weather conditions, wood pellet shortage,	16		6.4

vehicle breakdown, communication issues) and identifies procedures and plans that mitigates the identified risks. The plan should minimise any risk of not being able to deliver the wood pellets within three working days. This can be attached to the application.			
We have a specific business continuity plan for the wood pellet supply, see attached information, certain contact numbers have been left blank for confidentiality. We have also attached a list explaining the possible areas of risk within our BCP (Business Continuity Plan) outlining the plans already in place to mitigate any risks to the delivery and service of the wood pellet fuel contract. See attached High Park Business Continuity Plan and Business Continuity Info			
6. Social Value			
Please provide a method statement for how you will support the Council in the delivery of its social value ambitions throughout the life of the contract. Please note that the strategic plan for the Council is likely to evolve over the contract period with changes from the upcoming elections and the Local Government Reform. The Nottinghamshire Plan: https://plan.nottinghamshire.gov.uk/	8		3.2
See attached Method Statement for Social Value			

	100	60	40
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Wood Pellet DELIVERY METHOD STATEMENT

Date:

**High Park Industries limited
Helmsley Road
Rainworth
Nottinghamshire
NG21 0DG**

Deliver to:

Company Name:

Company Address:

Task: Safe Delivery of High Park Wood Pellet Fuel

- 1 Delivery of pellets will always be pre-booked.
- 2 Upon arrival on site the driver will park the vehicle in a safe place and contact the person responsible for the boiler.
- 3 Having made contact the driver will obtain viewing access of the store in order to establish capacity. The driver will also familiarise himself with any special precautions that need to be taken. Prior to filling all access doors are closed.
- 4 Driver will ensure that the impact mat is in place and is adequate.
- 5 In order to carry out the delivery the driver will adhere to the following sequence:
 - a) Where appropriate ensure the vehicle is earthed.
 - b) Attach the dust extraction to the store outlet, where appropriate.
 - c) Attach the delivery pipe first to the vehicle and then to the store inlet pipe.
 - d) Blow pellets as per High Park training and guidance.
 - e) Upon completion disconnect the feed pipe work and stow safely away.
 - f) Disconnect and stow safely away the dust extraction.
 - g) Ensure the camlock covers are refitted to the inlet and outlet pipe(if present).
- 6 Print docket for delivery.
- 7 Inform person responsible for boiler you are leaving site.



SUCTION of WOOD PELLET METHOD

STATEMENT

Date.

**High Park Industries limited
Helmsley Road
Rainworth
Address:
Nottinghamshire
NG21 0DG**

**Deliver to:
Company Name:
Company**

A large, empty rectangular box with a thin black border, intended for the company name and other delivery details.

Task: Safe Removal of Wood Pellet Fuel

- 1 Works will always be pre-booked.
- 2 Upon arrival on site the driver will park the vehicle in a safe place and contact the person responsible for the boiler and ensure the boiler is switched off.
- 3 Having made contact the driver will obtain viewing access of the store in order to establish capacity. The driver will also familiarise himself with any special precautions that need to be taken.
- 4 Ensure works area is clear and coned off.
- 5 In order to carry out the works the driver will adhere to the following sequence:
 - a) Ensure PPE equipment including ear defenders are being worn.
 - b) Attach the suction pipe first to the vehicle and then to the store outlet pipe where appropriate.
 - c) Be aware of pipework to minimise chance of trip hazard.
 - d) Suck out wood pellets and fines as per High Park training.
 - e) Upon completion disconnect the suction pipe work and stow safely away.
 - f) Disconnect and stow safely away the extraction system.
 - g) Ensure the camlock covers are refitted to the inlet and outlet pipe.
- 6 Complete docket for works and obtain signature.
- 7 Inform person responsible for boiler you are leaving site.

Approved By:	H & S Department	Delivery of Wood Pellets & Suction of Wood Pellets	
Date:	29 th Sept 2024		
Document Reference:	RA 31		

Control Measures
• Ensure trained and competent staff deployed to operation • Ensure delivery area free from any obstructions people prior to reversing on site. • Driver to report to responsible person on site and follow any special instructions • Ensure correct coupling up procedure followed, where suitable eye protection • Ensure operation carried out on level ground be aware of high wind velocity • Ensure no naked lights operation carried out in well ventilated area • Ensure hi vis clothing worn at all times. If reversing camera fitted ensure in good working order • Ensure hearing protection worn at all times • Carry out operation in well ventilated area

General Residual Risk Factors				
Hazards	Hazard Effect	Probability	Severity	Residual Risk (Probability x Severity)
• Lifting and attaching pipe work • Reversing into position • Operating blower system	Personal injury	1	3	4
	Striking objects / people	1	5	5
	Personal injury / eye injury	1	4	4
• Operating tipper system • Risk of dust ignition • Using vacuum • Driving in restricted areas • Contact with pedestrians	Risk of turnover of vehicle	1	4	4
	Serious injury	1	5	5
	Striking objects people	1	5	5
	Serious injury possible	1	5	5
	fatality			

Environmental Residual Risk Factors				
Hazards	Hazard Effect	Probability	Severity	Residual Risk (Probability x Severity)
• Noise • Dust • Fumes	Noise induced deafness	1	3	3
	Respiratory disorders	1	5	5
	Respiratory disorders	1	3	3

Are all the control measures adequate? (please tick where appropriate)	Yes		No	
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If 'No', what additional controls are required? (please detail below)

Approved By:	H & S Department	Delivery of Wood Pellets & Suction of Wood Pellets	
Date:	29 th Sept 2024		
Document Reference:	RA 31		

Other Information

- Ensure all operatives are issued with Company Safe Systems of Work and this risk assessment
- Ensure all operatives are issued with guidance on the safe use of compressed air
- Ensure all operatives are trained in the safe use of Personal Protective Equipment

Emergency Procedure

- Suitable first aid equipment / facilities as required should be provided
- All vans should carry a first aid kit, fully stocked.
- All operatives should be made aware of the site emergency procedure including environmental

Monitoring Procedures

- Management should ensure that safe systems of work laid down are strictly adhered to
- All equipment provided on site should be inspected on a regular basis to ensure that it remains in good condition

Approved By:	H & S Department	Form Type	
Issue Date:	29 th August 2024	Confined Space Entry Permit to Work	
Document Reference:	PTW 3		

Complete Parts 1, 2 & 3 prior to entering the space and complete Part4 upon completion or cancellation of the work

Part 1: Confined space details to be completed by the authorised person

Description of Confined Space:					
Location of Confined Space:					
Duration of Work:	Hours		Start Time:		Finish Time:
Are there any known specified risks	Yes		No		If 'Yes' please attach specific risk assessment(s)
Operatives / Contractors Name(s):					

Permit Safety Check List	Yes	No	N/A		Yes	No	N/A
Is adequate supervision in place for this Confined Space entry?				Do you have to correct Personnel or Respiratory Protective Equipment?			
Has the competency of all the operatives / contractors been checked and verified?				Have all the risks from portable gas cylinders or petrol / diesel engines been minimised?			
Has adequate communications been established and proven prior to entry?				Have all the risks from using gas supplied by pipes and hoses been minimised?			
Has the atmosphere been tested and recorded in Part 2 prior to entry and during operations?				Have you considered and checked how you will access and egress the space?			
Have all the safety requirements relating to gas purging within the space been considered?				Have you considered what fire prevention medium will be used within the space?			
Has the correct ventilation method been considered and implemented?				Have you considered what type of lighting you will require within the space?			
Have the risks relating to the removal of residues been considered?				Have you considered how to reduce the build up of static electricity safely?			
Have you isolated any gases, liquids or other flowing materials in and around the space?				Have you set up a "No Smoking" exclusion zone around the space?			
Have you isolated any mechanical or electrical equipment in and around the space?				Have you considered how you will carry out escape and rescue from inside the space?			
Have you selected suitable and safe equipment to use within the space?				Do you need to limit the working time within the space due to increase in temperatures?			

If you have answered 'No' to any of the above you must consult your Health & Safety advisor or site manager before commencing work

Part 2: Pre Entry Gas Readings (to be completed by a competent person)

Oxygen	(High Peak Reading):	%	Flammable Gas (L.E.L %):	%	Hydrogen Sulphide:	
	(Low Peak Reading):	%	Carbon Monoxide:	ppm		

Part 3: Receipt of Permit (to be completed by the person in charge)

I declare that all persons listed in Part 1 are familiar with the Safe System of Work and are properly equipped for the safe entry into the Confined Space. I am satisfied that the confined space has been correctly isolated, the atmosphere has been correctly tested and detailed above and is safe to work at present. I accept responsibility for carrying out / supervising the work listed in Part 1 of this permit in accordance with the risk assessment(s), safe system of work and any other relevant confined spaces rules, regulations and procedures.

Signed (person in charge):		Name (block capitals):	
Date:		Company:	

Part 4: Cancellation of Permit to Work (to be completed by the person in charge)

***delete where applicable**

Work Completed:		Work Suspended:		Permit Cancellation Time:		Permit Cancellation Date:	
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I hereby declare that the work described in Part 1 of this permit has been **completed*** / **suspended*** and that all persons, equipment, tools and instruments under my control have been withdrawn and the space has been made safe. I have recorded any changes that have occurred within the Confined Space. I can confirm that this Confined Space permit has now been cancelled.

Signed (person in charge):		Name (block capitals):	
Date:		Company:	



Business Continuity Plan For the Supply of wood pellet fuel

Date: 12-04-2025

Contents

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1. Aim of the plan

This plan has been designed to prepare High Park Industries (HPI) to cope with the effects of a risk to the delivery of services to wood pellet supplies. It is intended that this document will provide the basis for a relatively quick and painless return to “business as usual” regardless of the cause.

2. Objectives of the plan

To provide a flexible response so that HPI can:

- Respond to a disruptive incident (incident management)
- Maintain delivery of critical services during an incident (business continuity)
- Return to ‘business as usual’ (resumption and recovery)

3. Risk to services Checklist

Priority	Critical function	Timeframe	Page
1	Staff absence	1 hour	4
2	Severe weather conditions	24 hours	5
3	Pellet supply shortage	N/A	6
4	Vehicle/ Machinery Breakdowns	1 hour	7
5	Communication issues	1 hour	8
6	Stock contamination, fire/water damage	24 hours	9

4. Risk Analysis and Recovery Process

Priority:	1	Risk	Staff Absence
Responsibility:			Adrian Louth/ Peter Cheesmond/Paul Cheesmond
Potential impact of interruption			All parts, including orders, loading and deliveries. Sites running out of fuel.
Likelihood of interruption to organisation:			Highly unlikely
Recovery timeframe:			1 hour
Resources required for recovery:			
Office Staff			4 available see contact list below
Site loading staff			4 available see contact list below
Deliveries			4 available see contact list below

4. Risk Analysis and Recovery Process (continued)

Priority:	2	Risk	Severe Weather Conditions
Responsibility:			Paul Cheesmond/Peter Cheesmond Adrian Louth/Lee Cheesmond
Potential impact of interruption			Loading of wood pellets Deliveries to site Supplier deliveries Sites running out of fuel
Likelihood of interruption to organisation:			Moderate
Recovery timeframe:			24 hours
Resources required for recovery:			
Office Staff unable to get into work.			Office staff available within 10 mins walking distance to office, Kayti Rogers, contact below Staff are able to work remotely from home if required, remote log in details below.
Loading/screening			Joshua Cheesmond, Matthew Norwood available to grit yard etc. John Cheesmond within walking distance to site.
Deliveries to site			Paul McCartney, Gary Louth trained in winter deliveries, contact details below.
Incoming pellet deliveries			Supplier contacts below, contact and advise of weather conditions access to site etc.

4. Risk Analysis and Recovery Process (continued)

Priority:	3	Risk	Pellet supply shortage
Responsibility:			Paul Cheesmond/Peter Cheesmond Adrian Louth
Potential impact of interruption			Sites running out of fuel
Likelihood of interruption to organisation:			Highly unlikely
Recovery timeframe:			N/A
Resources required for recovery:			
Deliveries to sites Sites running out of pellets			Use stocks available from all storage

4. Risk Analysis and Recovery Process (continued)

Priority:	4	Risk	Vehicle/Machinery breakdown
Responsibility:			Paul Cheesmond/Peter Cheesmond Adrian Louth
Potential impact of interruption			Loading and deliveries of wood pellets Silo cleaning Sites running out of fuel
Likelihood of interruption to organisation:			Highly unlikely
Recovery timeframe:			1 hour
Resources required for recovery:			
Loading of pellets			Contact yard operators and source JCB loadall from other dept. on site. Contacts below.
Screening of pellets			Contact a maintenance Fitter from list below. Arrange for back up screen to be positioned.
Transport vehicles			Contact HGV fitters below. Arrange for back up vehicles to be loaded immediately. Contact MAN vehicle solutions warranty breakdowns.

4. Risk Analysis and Recovery Process (continued)

Priority:	5	Risk	Communication issues
Responsibility:			Paul Cheesmond/Peter Cheesmond Adrian Louth
Potential impact of interruption			Office, orders and supply organisation. Sites running out of fuel Sites unable to report any problems
Likelihood of interruption to organisation:			Highly unlikely
Recovery timeframe:			1 hour
Resources required for recovery:			
Telephone systems down			Contact all sites via e-mail list supplied letting them know to contact either e-mail or mobile list supplied.
			List of mobile contacts for all staff dealing with orders, deliveries and complaints available to Site managers and staff.
Wi-fi down			Use printed list of contacts of all sites to telephone using office mobile to inform them. Contact all internal staff same. Or use 5G back up

4. Risk Analysis and Recovery Process (continued)

Priority:	6	Risk	Stock Contamination, fire/water damage
Responsibility:			Paul Cheesmond/Peter Cheesmond Adrian Louth
Potential impact of interruption			Sites running out of fuel Problems with site boilers.
Likelihood of interruption to organisation:			Highly unlikely
Recovery timeframe:			Within 24 hours
Resources required for recovery:			
Pellet storage facilities water ingress			Move uncontaminated pellets if possible. Use alternative supply areas. Contact on site fitters to identify cause.
Pellet contamination while on vehicles water ingress or cross contamination.			Organise new delivery on different vehicle. Return vehicle to yard, quarantine vehicle for further examination/cause. Follow ENplus guidelines from manual.
Incoming pellet contamination Cross contamination			Follow ENplus guidelines from manual. Quarantine delivery or refuse if not unloaded. Contact supplier, list below
Fire risk to stock			Follow fire plan, use alternative stock Contact Paul/Peter Cheesmond

Provide information to: • Staff • Suppliers and customers • Insurance company	
Provide public information to maintain the reputation of the organisation and keep relevant authorities informed	
Following the recovery process:	
Arrange a debrief of all staff and identify any additional staff welfare needs (e.g. counselling) or rewards	
Use information gained from the debrief to review and update this business continuity management plan	

**PAGES 11,12 13 LEFT BLANK FOR CONFIDENTIALITY
AVAILABLE TO HIGH PARK STAFF ONLY**

6. Contact List

Staff

This section contains the contact details that are essential for continuing the operation of the organisation.

[illegible]

Key Suppliers Contact List

[illegible]

Key Customers Contact List

Customer	Service / goods used	Telephone	E-mail
	CONFIDENTIAL AVAILABLE TO HIGH PARK STAFF		

Utility Companies Contact List

Utility	Company	Telephone	E-mail
Electricity			
Gas			
Telecommunications			
Water			

Include a plan of your premises (for use by emergency services) showing locations of:

- Main water stop-cock
- Switches for gas and electricity supply
- Any hazardous substances
- Items that would have priority if salvage became a possibility

Local Emergency Services

Service	Location	Telephone
Ambulance	Emergencies	999
Fire Service	Emergencies	999
Floodline	Information service	0845 988 1188
NHS Direct		0845 46 47
Police	Emergencies	999

	Non-emergency matters	101
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Insurance and Finance Companies

Service	Company	Telephone	E-mail
Banking			
Insurance			

Business Continuity

Staff absence:

Office staff: We have a number of staff trained to receive orders etc. available from other areas of our company (but situated at the same site) to temporarily replace if necessary.

Site loading staff: other machine operators from different areas of our business are trained to load pellets etc. and are available at the same Blidworth site where the pellets are stored/loaded.

Deliveries: Back up delivery drivers are available from our Rainworth company at short notice, fully trained and ENplus certified.

Contact: All our staff are available to contact outside of work, they are also contracted to be available at short notice if needed.

Severe weather conditions:

Staff unable to get to work: We have staff within 10 mins walking distance, also a number of 4wd vehicles to pick up staff if needed. 70 percent of our workforce live locally.

Loading/screening pellets: All loading areas are under cover, therefore protected from the weather. Yard area and access roads are gritted by our own machinery and spreader.

Deliveries to site: Drivers are trained for bad weather driving. Snow chains available for vehicles. Vehicles carry grit & shovels during winter months. Weather is monitored so for particularly remote sites we can deliver before the bad weather arrives or afterward- to suit customer's needs/urgency.

Incoming Pellet deliveries: 2000 tonnes minimum kept in stock and accumulated during summer months to mitigate possible severe weather that could affect supplier deliveries into us.

Pellet Supply Shortage:

Deliveries issues to sites: Pellets will be sourced and stocked over summer months with enough to supply the NCC contract. Multiple suppliers used, there are no issues with supplies over summer months.

Vehicle and loading machinery breakdowns:

Loading of pellets: We have numerous loading shovels (JCB Loadalls) available on site, these loaders are used in other areas of the business and are capable of loading pellets in case of breakdowns.

Screening of pellets: Our screen is serviced and maintained on a scheduled service plan by our own on-site fully qualified technicians. A back-up screen is also available on site if required.

Transport/delivery vehicles; 6 vehicles are available at any time, all on site. We have an 'in-house' 24-hour call out service on all vehicles in case of breakdown. In the event of a breakdown we can have a relief delivery loaded and sent to site within 2 hours. We only use a modern new fleet to increase reliability and reduce the likelihood of a breakdown. We have our own employed HGV qualified mechanics, our own 3 pit lane modern garage/workshops and a recovery vehicle- capable of towing up to 32 tonnes.

Communication Issues:

Sites unable to order fuel or contact our office; Telephone system already upgraded to BT cloud based system, wi-fi enabled. List of mobile contacts for all staff dealing with orders available to NCC site managers and staff.

Internet failure; We have a written list of all NCC sites to call and inform of any internet failure so missing e-mails can be avoided. We do however have 5G back-up to see us through any loss of broadband.

Stock Contamination, Fire/water damage:

Water ingress in storage facilities; Pellets are stored in 3 different supply areas to mitigate any issues. All storage facilities are modern buildings with new insulated roofing, exceeding ENplus recommendations.

Pellet contamination while on delivery vehicles; All our modern fleet of vehicles are equipped with automatic sheeting covers so once the vehicle is loaded the wood pellets are covered and protected. Vehicles are loaded under cover to protect the pellets from the weather whilst loading.

Incoming pellet contamination/cross contamination; Before each supply vehicle is unloaded a visual inspection is given, once tipped the load is inspected again and a sample if checked using the calibrated sieve. If there are any issues the load is rejected, quarantined and returned following ENplus guidelines to protect NCC sites.

Fire risk to stock; Pellets are stored in 3 separate areas across our site with 600mm-thick concrete bunded walls, this mitigates the chance of any contamination/fire and means there will always be pellets available for the NCC sites. In the highly unlikely event of fire in all 3 storage buildings we are able to collect supplies direct from our suppliers storage with our own fleet of vehicles to ensure NCC are supplied.