

**DATED**

**2025**

**(1) NEW FOREST DISTRICT COUNCIL**

**- and -**

**(2) RESTORE DATASHRED LTD**

## **AGREEMENT**

**relating to the**

**Provision of Secure Shredding and Confidential Waste  
disposal for New Forest District Council**

This Agreement is made the **17** day of **April** 2025

Between:

- (A) **NEW FOREST DISTRICT COUNCIL** of Appletree Court, Beaulieu Road, Lyndhurst, Hampshire, SO43 7PA ("the Council")
- (B) **RESTORE DATASHRED LTD** (Company Number - 09969408)] whose registered office is Optima Park, Unit 4 Thomas Road, Dartford, England, DA1 4QX ("Supplier")

## 1. INTERPRETATION

### 1.1 In these terms and conditions:

"Agreement"	means this contract between the Council and the Supplier;
"Commencement Date"	means the date of commencement of the Agreement, being 1 May 2025.
"Charges"	means the charges for the Services as specified in Schedule 1;
"Confidential Information"	means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
"Expiry Date"	means the date for expiry of the Agreement, being 30 April 2028 with the option to extend by 2 years in up to 12 monthly increments, subject to performance and business need.
"FOIA"	means the Freedom of Information Act 2000;
"Information"	has the meaning given under section 84 of the FOIA;
"Key Personnel"	means any persons specified as such in Schedule 2 or otherwise notified as such by the Council to the Supplier in writing;
"Party"	means the Supplier or the Council (as appropriate) and "Parties" shall mean both of them;
"Purchase Order Number"	means the Council's unique number relating to the supply of the Services;

“Request for Information”	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term “request” shall apply);
“Services”	means the services to be supplied by the Supplier to the Council under the Agreement;
“Specification”	means the specification for the Services (including as to quantity, description and quality) as set out in <b>Error! Reference source not found.</b> ;
“Staff”	means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier’s obligations under the Agreement;
“Staff Vetting Procedures”	means vetting procedures that accord with good industry practice or, where requested by the Council, the Council’s procedures for the vetting of personnel as provided to the Supplier from time to time;
“Term”	means the period from the date of the Agreement to the Expiry Date as such period may be extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement;
“VAT”	means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and
“Working Day”	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

1.2 In these terms and conditions, unless the context otherwise requires:

- 1.2.1 references to numbered clauses are references to the relevant clause in these terms and conditions;
- 1.2.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
- 1.2.3 the headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Agreement;
- 1.2.4 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and
- 1.2.5 the word ‘including’ shall be understood as meaning ‘including without limitation’.

## **2. BASIS OF AGREEMENT**

- 2.1 The Council agrees to purchase the Services subject to and in accordance with the terms and conditions of the Agreement.

## **3. SUPPLY OF SERVICES**

- 3.1 In consideration of the Council's agreement to pay the Charges, the Supplier shall supply the Services to the Council for the Term subject to and in accordance with the terms and conditions of the Agreement.
- 3.2 In supplying the Services, the Supplier shall:
- 3.2.1 co-operate with the Council in all matters relating to the Services and comply with all the Council's instructions;
  - 3.2.2 perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Supplier's industry, profession or trade;
  - 3.2.3 use Staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Agreement, and in particular shall use the Key Personnel;
  - 3.2.4 ensure that the Services shall conform with all descriptions and specifications set out in the Specification;
  - 3.2.5 comply with all applicable laws; and
  - 3.2.6 provide all equipment, tools and vehicles and other items as are required to provide the Services.
- 3.3 The Council may by written notice to the Supplier at any time request a variation to the scope of the Services. In the event that the Supplier agrees to any variation to the scope of the Services, the Charges shall be subject to fair and reasonable adjustment to be agreed in writing between the Council and the Supplier.

## **4. TERM**

- 4.1 The Agreement shall take effect on the Commencement Date and shall expire on the Expiry Date, unless it is otherwise extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement.
- 4.2 The Council may extend the Agreement for a period of up to 12 months by giving not less than 30 Days' notice in writing to the Supplier prior to the Expiry Date. The terms and conditions of the Agreement shall apply throughout any such extended period.

## **5. CHARGES, PAYMENT AND RECOVERY OF SUMS DUE**

- 5.1 The Charges for the Services shall be as set out in Schedule 1 and shall be the full and exclusive remuneration of the Supplier in respect of the supply of the Services. Unless otherwise agreed in writing by the Council, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 5.2 The Supplier shall invoice the Council as specified in the Agreement. Each invoice shall include such supporting information required by the Council to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Services supplied in the invoice period. The invoice should be sent directly to the Council's Accounts Payable team in electronic format (e-invoice) or via email in .pdf format to:
- [accountspayable@nfdc.gov.uk](mailto:accountspayable@nfdc.gov.uk)
- Accounts Payable  
New Forest District Council  
Appletree Court  
Beaulieu Road  
Lyndhurst  
Hampshire SO43 7PA
- Phone 02380 285588
- 5.3 Where the Supplier submits an invoice to the Council in accordance with clause 5.2, the Council will consider and verify that invoice in a timely fashion. Any undue delay on the part of the Council in substantiating the invoice will not of itself be reason to consider the invoice invalid. Where there is an undue delay in considering and verifying the invoice on the part of the Council, the invoice shall be regarded as valid and undisputed for the purposes of clause 5.6 after a reasonable time has passed.
- 5.4 The Council shall accept and process for payment an electronic invoice submitted for payment by the Supplier where the invoice is undisputed and where it complies with the standard on electronic invoicing.
- 5.5 For the purposes of paragraph 5.4, an electronic invoice complies with the standard on electronic invoicing where it complies with the European standard and any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870.
- 5.6 In consideration of the supply of the Services by the Supplier, the Council shall pay the Supplier the invoiced amounts no later than 30 days after receipt of a valid invoice which includes a valid Purchase Order Number. The Council may, without prejudice to any other rights and remedies under the Agreement, withhold or reduce payments in the event of unsatisfactory performance.
- 5.7 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Council shall, following the receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Services.

- 5.8 If there is a dispute between the Parties as to the amount invoiced, the Council shall pay the undisputed amount. The Supplier shall not suspend the supply of the Services unless the Supplier is entitled to terminate the Agreement for a failure to pay undisputed sums in accordance with clause 16.4. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 19.
- 5.9 If a payment of an undisputed amount is not made by the Council by the due date, then the Council shall pay the Supplier interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.
- 5.10 If any sum of money is recoverable from or payable by the Supplier under the Agreement (including any sum which the Supplier is liable to pay to the Council in respect of any breach of the Agreement), that sum may be deducted unilaterally by the Council from any sum then due, or which may come due, to the Supplier under the Agreement or under any other agreement or contract with the Council. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Council in order to justify withholding payment of any such amount in whole or in part.

## **6. PREMISES AND EQUIPMENT**

- 6.1 If necessary, the Council shall provide the Supplier with reasonable access at reasonable times to its premises for the purpose of supplying the Services. All equipment, tools and vehicles brought onto the Council's premises by the Supplier or the Staff shall be at the Supplier's risk.
- 6.2 If the Supplier supplies all or any of the Services at or from the Council's premises, on completion of the Services or termination or expiry of the Agreement (whichever is the earlier) the Supplier shall vacate the Council's premises, remove the Supplier's plant, equipment and unused materials and all rubbish arising out of the provision of the Services and leave the Council's premises in a clean, safe and tidy condition. The Supplier shall be solely responsible for making good any damage to the Council's premises or any objects contained on the Council's premises which is caused by the Supplier or any Staff, other than fair wear and tear.
- 6.3 If the Supplier supplies all or any of the Services at or from its premises or the premises of a third party, the Council may, during normal business hours and on reasonable notice, inspect and examine the manner in which the relevant Services are supplied at or from the relevant premises.
- 6.4 The Council shall be responsible for maintaining the security of its premises in accordance with its standard security requirements. While on the Council's premises the Supplier shall, and shall procure that all Staff shall, comply with all the Council's security requirements.
- 6.5 Where all or any of the Services are supplied from the Supplier's premises, the Supplier shall, at its own cost, comply with all security requirements specified by the Council in writing.
- 6.6 Without prejudice to clause 3.2.6, any equipment provided by the Council for the purposes of the Agreement shall remain the property of the Council and shall be used by the Supplier and the Staff only for the purpose of carrying out the Agreement. Such equipment shall be returned promptly to the Council on expiry or termination of the Agreement.

- 6.7 The Supplier shall reimburse the Council for any loss or damage to the equipment (other than deterioration resulting from normal and proper use) caused by the Supplier or any Staff. Equipment supplied by the Council shall be deemed to be in a good condition when received by the Supplier or relevant Staff unless the Council is notified otherwise in writing within 5 Working Days.

## **7. STAFF AND KEY PERSONNEL**

- 7.1 If the Council reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Agreement, it may, by giving written notice to the Supplier:

- 7.1.1 refuse admission to the relevant person(s) to the Council's premises;
- 7.1.2 direct the Supplier to end the involvement in the provision of the Services of the relevant person(s); and/or
- 7.1.3 require that the Supplier replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by the Council to the person removed is surrendered,

and the Supplier shall comply with any such notice.

- 7.2 The Supplier shall:

- 7.2.4 ensure that all Staff are vetted in accordance with the Staff Vetting Procedures;
- 7.2.5 if requested, provide the Council with a list of the names and addresses (and any other relevant information) of all persons who may require admission to the Council's premises in connection with the Agreement; and
- 7.2.6 procure that all Staff comply with any rules, regulations and requirements reasonably specified by the Council.

- 7.3 Any Key Personnel shall not be released from supplying the Services without the agreement of the Council, except by reason of long-term sickness, maternity leave, paternity leave, termination of employment or other extenuating circumstances.

- 7.4 Any replacements to the Key Personnel shall be subject to the prior written agreement of the Council (not to be unreasonably withheld). Such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.

## **8. ASSIGNMENT AND SUB-CONTRACTING**

- 8.1 The Supplier shall not without the written consent of the Council assign, sub-contract, novate or in any way dispose of the benefit and/or the burden of the Agreement or any part of the Agreement. The Council may, in the granting of such consent, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal. The Supplier shall be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.

- 8.2 Where the Supplier enters into a Sub-Contract for the purpose of performing its obligations under the Agreement, it shall ensure there are included in such Sub-Contract:
- (a) provisions having the same effect as clauses 5.2 - 5.4 of this Agreement
  - (b) A provision requiring the counterparty to that Sub-Contract to include in any Sub-Contract which it awards provisions having the same effect as clauses 5.2 - 5.4 of this Agreement

In clause 8.2, "Sub-Contract" means a contract between two or more suppliers, at any stage of remoteness from the Council in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.

- 8.3 Where the Council has consented to the placing of sub-contracts, the Supplier shall, at the request of the Council, send copies of each sub-contract, to the Council as soon as is reasonably practicable.
- 8.4 The Council may assign, novate, or otherwise dispose of its rights and obligations under the Agreement without the consent of the Supplier provided that such assignment, novation or disposal shall not increase the burden of the Supplier's obligations under the Agreement.

## **9. INTELLECTUAL PROPERTY RIGHTS**

- 9.1 All intellectual property rights in any materials provided by the Council to the Supplier for the purposes of this Agreement shall remain the property of the Council but the Council hereby grants the Supplier a royalty-free, non-exclusive and non-transferable licence to use such materials as required until termination or expiry of the Agreement for the sole purpose of enabling the Supplier to perform its obligations under the Agreement.
- 9.2 All intellectual property rights in any materials created or developed by the Supplier pursuant to the Agreement or arising as a result of the provision of the Services shall vest in the Supplier. If, and to the extent, that any intellectual property rights in such materials vest in the Council by operation of law, the Council hereby assigns to the Supplier by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such intellectual property rights all its intellectual property rights in such materials (with full title guarantee and free from all third party rights).
- 9.3 The Supplier hereby grants the Council:
- 9.3.1 a perpetual, royalty-free, irrevocable, non-exclusive licence (with a right to sub-license) to use all intellectual property rights in the materials created or developed pursuant to the Agreement and any intellectual property rights arising as a result of the provision of the Services; and
  - 9.3.2 a perpetual, royalty-free, irrevocable and non-exclusive licence (with a right to sub-license) to use:
    - (a) any intellectual property rights vested in or licensed to the Supplier on the date of the Agreement; and



- (b) any intellectual property rights created during the Term but which are neither created or developed pursuant to the Agreement nor arise as a result of the provision of the Services,

including any modifications to or derivative versions of any such intellectual property rights, which the Council reasonably requires in order to exercise its rights and take the benefit of the Agreement including the Services provided.

- 9.4 The Supplier shall indemnify, and keep indemnified, the Council in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Council as a result of or in connection with any claim made against the Council for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Services, to the extent that the claim is attributable to the acts or omission of the Supplier or any Staff.

## **10. GOVERNANCE AND RECORDS**

- 10.1 The Supplier shall:

- 10.1.1 attend progress meetings with the Council at the frequency and times specified by the Council and shall ensure that its representatives are suitably qualified to attend such meetings; and

- 10.1.2 submit progress reports to the Council at the times and in the format specified by the Council.

- 10.2 The Supplier shall keep and maintain until 6 years after the end of the Agreement, or as long a period as may be agreed between the Parties, full and accurate records of the Agreement including the Services supplied under it and all payments made by the Council. The Supplier shall on request afford the Council or the Council's representatives such access to those records as may be reasonably requested by the Council in connection with the Agreement.

## **11. CONFIDENTIALITY, TRANSPARENCY AND PUBLICITY**

- 11.1 Subject to clause 11.2, each Party shall:

- 11.1.1 treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of the disclosing Party; and

- 11.1.2 not use or exploit the disclosing Party's Confidential Information in any way except for the purposes anticipated under the Agreement.

- 11.2 Notwithstanding clause 11.1, a Party may disclose Confidential Information which it receives from the other Party:

- 11.2.3 where disclosure is required by applicable law or by a court of competent jurisdiction;

- 11.2.1 to its auditors or for the purposes of regulatory requirements;

- 11.2.2 on a confidential basis, to its professional advisers;

11.2.3 to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;

11.2.4 where the receiving Party is the Supplier, to the Staff on a need to know basis to enable performance of the Supplier's obligations under the Agreement provided that the Supplier shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause 11.2.4 shall observe the Supplier's confidentiality obligations under the Agreement; and

11.2.5 where the receiving Party is the Council:

- (a) on a confidential basis to the employees, agents, consultants and contractors of the Council;
- (b) on a confidential basis to any other central government body, any successor body to a Central Government Body or any company to which the Council transfers or proposes to transfer all or any part of its business;
- (c) to the extent that the Council (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or
- (d) in accordance with clause 12.

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Council under this clause 11.

11.3 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of the Agreement is not Confidential Information and the Supplier hereby gives its consent for the Council to publish this Agreement in its entirety to the general public (but with any information that is exempt from disclosure in accordance with the FOIA redacted) including any changes to the Agreement agreed from time to time. The Council may consult with the Supplier to inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA.

11.4 The Supplier shall not, and shall take reasonable steps to ensure that the Staff shall not, make any press announcement or publicise the Agreement or any part of the Agreement in any way, except with the prior written consent of the Council.

## **12. FREEDOM OF INFORMATION**

12.1 The Supplier acknowledges that the Council is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and shall:

12.1.1 provide all necessary assistance and cooperation as reasonably requested by the Council to enable the Council to comply with its obligations under the FOIA and the Environmental Information Regulations 2004;

- 12.1.2 transfer to the Council all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
  - 12.1.3 provide the Council with a copy of all Information belonging to the Council requested in the Request for Information which is in its possession or control in the form that the Council requires within 5 Working Days (or such other period as the Council may reasonably specify) of the Council's request for such Information; and
  - 12.1.4 not respond directly to a Request for Information unless authorised in writing to do so by the Council.
- 12.2 The Supplier acknowledges that the Council may be required under the FOIA and the Environmental Information Regulations 2004 to disclose Information concerning the Supplier or the Services (including commercially sensitive information) without consulting or obtaining consent from the Supplier. In these circumstances the Council shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the Supplier advance notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.
- 12.3 Notwithstanding any other provision in the Agreement, the Council shall be responsible for determining in its absolute discretion whether any Information relating to the Supplier or the Services is exempt from disclosure in accordance with the FOIA and/or the Environmental Information Regulations 2004.

### **13. PROTECTION OF PERSONAL DATA AND SECURITY OF DATA**

- 13.1 The provisions of Schedule 4 shall apply if so stated in that Schedule.

### **14. LIABILITY AND INSURANCE**

- 14.1 The Supplier shall not be responsible for any injury, loss, damage, cost or expense suffered by the Council if and to the extent that it is caused by the negligence or wilful misconduct of the Council or by breach by the Council of its obligations under the Agreement.
- 14.2 Subject always to clauses 14.3 and 14.4, except in the case of claims arising under clauses 9.4 and 18.3, in no event shall the Supplier be liable to the Council for any:
- (a) loss of or damage to goodwill;
  - (b) loss of savings (whether anticipated or otherwise); and/or
  - (c) any indirect, special or consequential loss or damage.
- 14.3 Nothing in the Agreement shall be construed to limit or exclude either Party's liability for:
- 14.3.1 death or personal injury caused by its negligence or that of its Staff;
  - 14.3.2 fraud or fraudulent misrepresentation by it or that of its Staff; or
  - 14.3.3 any other matter which, by law, may not be excluded or limited.
- 14.4 The Supplier's liability under the indemnity in clause 9.4 and 18.3 shall be £10 million.

- 14.5 The Supplier shall effect, with a reputable company, public and employers liability and other insurances necessary to cover the risks contemplated by this Agreement or arising out of the Suppliers performance of this Agreement, including death or personal injury, loss of or damage to property, financial loss from any advice given or omitted to be given by the Supplier or any other loss. The Supplier shall, at the request of the Council, produce the relevant policy or policies together with receipts or other evidence of the latest premium due and paid thereunder. Public liability and employers liability cover of at least £10 million each in relation to any one claim or series of claims shall be obtained, unless otherwise agreed with the Council. The Supplier shall hold and maintain such insurance for a minimum of six years following the expiration or earlier termination of the Agreement.

## **15. FORCE MAJEURE**

- 15.1 Neither Party shall have any liability under or be deemed to be in breach of the Agreement for any delays or failures in performance of the Agreement which result from circumstances beyond the reasonable control of the Supplier. Each Party shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than two months, either Party may terminate the Agreement by written notice to the other Party.

## **16. TERMINATION**

- 16.1 The Council may terminate the Agreement at any time by notice in writing to the Supplier to take effect on any date falling at least 1 month (or, if the Agreement is less than 3 months in duration, at least 10 Working Days) later than the date of service of the relevant notice.
- 16.2 Without prejudice to any other right or remedy it might have, the Council may terminate the Agreement by written notice to the Supplier with immediate effect if the Supplier:
- 16.2.1 (without prejudice to clause 16.2.5), is in material breach of any obligation under the Agreement which is not capable of remedy;
  - 16.2.2 repeatedly breaches any of the terms and conditions of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Agreement;
  - 16.2.3 is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;
  - 16.2.4 undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988;
  - 16.2.5 breaches any of the provisions of clauses 7.2, 11, 12, 13 and 17; or

- 16.2.6 becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Supplier (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Supplier's assets or business, or if the Supplier makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause 16.2.6) in consequence of debt in any jurisdiction.
- 16.2.7 this Agreement has been subject to substantial modification which would require a new procurement exercise.
- 16.2.8 where the Supplier should have been excluded from the procurement exercise for the award of this contract under the provision of Regulation 57 of The Public Contract Regulations 2015.
- 16.2.9 in circumstances where the Court of Justice of the European Union has declared that this Agreement should not have been awarded.
- 16.3 The Supplier shall notify the Council as soon as practicable of any change of control as referred to in clause 16.2.4 or any potential such change of control.
- 16.4 The Supplier may terminate the Agreement by written notice to the Council if the Council has not paid any undisputed amounts within 90 days of them falling due.
- 16.5 Termination or expiry of the Agreement shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under this clause and clauses 2, 3.2, 6.1, 6.2, 6.6, 6.7, 7, 9, 10.2, 11, 12, 13, 14, 16.6, 17.4, 18.3, 19 and 20.7 or any other provision of the Agreement that either expressly or by implication has effect after termination.
- 16.6 Upon termination or expiry of the Agreement, the Supplier shall:
  - 16.6.10 give all reasonable assistance to the Council and any incoming supplier of the Services; and
  - 16.6.11 return all requested documents, information and data to the Council as soon as reasonably practicable.

## **17. COMPLIANCE**

- 17.1 The Supplier shall promptly notify the Council of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement. The Council shall promptly notify the Supplier of any health and safety hazards which may exist or arise at the Council's premises and which may affect the Supplier in the performance of its obligations under the Agreement.
- 17.2 The Supplier shall:
  - 17.2.1 comply with all the Council's health and safety measures while on the Council's premises; and
  - 17.2.2 notify the Council immediately in the event of any incident occurring in the performance of its obligations under the Agreement on the Council's premises where that incident causes any personal injury or damage to property which could give rise to personal injury.

17.3 The Supplier shall:

17.3.3 perform its obligations under the Agreement in accordance with all applicable equality Law and the Council's equality and diversity policy as provided to the Supplier from time to time; and

17.3.1 take all reasonable steps to secure the observance of clause 17.3.3 by all Staff.

17.4 The Supplier shall supply the Services in accordance with the Council's environmental policy as provided to the Supplier from time to time.

17.5 The Supplier shall comply with, and shall ensure that its Staff shall comply with, the provisions of section 182 of the Finance Act 1989.

**18. PREVENTION OF FRAUD AND CORRUPTION**

18.1 The Supplier shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Agreement or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement, or commit any offence under the Bribery Act 2010, or defraud, attempt to defraud or conspire to defraud the Council.

18.2 The Supplier shall take all reasonable steps, in accordance with good industry practice, to prevent fraud or other breach of clause 18.1 by the Staff and the Supplier (including its shareholders, members and directors) in connection with the Agreement and shall notify the Council immediately if it has reason to suspect that any such fraud or breach has occurred or is occurring or is likely to occur.

18.3 If the Supplier or the Staff engages in conduct prohibited by clause 18.1 or commits fraud in relation to the Agreement or any other contract with the Council, the Council may:

18.3.1 terminate the Agreement and recover from the Supplier the amount of any loss suffered by the Council resulting from the termination, including the cost reasonably incurred by the Council of making other arrangements for the supply of the Services and any additional expenditure incurred by the Council throughout the remainder of the Agreement; or

18.3.2 recover in full from the Supplier any other loss sustained by the Council in consequence of any breach of this clause.

18.3.3 by notice require the Supplier to remove from performance of this Agreement any Staff whose acts or omissions have caused the breach.

**19. DISPUTE RESOLUTION**

19.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.

- 19.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 19.1, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the “Mediator”) chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.
- 19.3 If the Parties fail to appoint a Mediator within one month or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.

## **20. GENERAL**

- 20.1 Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.
- 20.2 A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.
- 20.3 The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.
- 20.4 The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.
- 20.5 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.
- 20.6 The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party’s behalf.
- 20.7 Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 20.8 If any provision of the Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.

## **21. NOTICES**

- 21.1 Any notice to be given under the Agreement shall be in writing and may be served by personal delivery, first class post or recorded delivery to the address of the relevant party set out above or such other address as that Party may from time to time notify to the other Party in accordance with this clause.
- 21.2 Notices served by personal delivery shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise delivery shall be deemed to occur on the next Working Day. Notice served by first class post or recorded delivery shall be deemed to have been given 2 Working Days after the date on which the notice was posted unless the notice has been returned as undelivered.

## **22. ANTI-SLAVERY**

- 22.1 In performing its obligations under the contract the Supplier shall:
- (a) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015; and
  - (b) not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK; and
  - (c) ensure that each of its subcontractors and suppliers shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015.
- 22.2 The Supplier represents and warrants that:
- Neither the Supplier nor any of its officers, employees or other persons associated with it:
- (a) has been convicted of any offence involving slavery and human trafficking; and
  - (b) having made reasonable enquiries, so far as it is aware, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.
- 22.3 The Supplier shall implement due diligence procedures for its subcontractors, and suppliers and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.
- 22.4 The Supplier shall notify the council as soon as it becomes aware of:
- (a) any breach, or potential breach, of the applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force; or
  - (b) any actual or suspected slavery or human trafficking in a supply chain which has a connection with this agreement



- 22.5 The Council may terminate the contract with immediate effect by giving written notice to the Supplier if the Supplier or any of its supply chain commits a breach of the applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force.

## 23. GOVERNING LAW AND JURISDICTION

The validity, construction and performance of the Agreement, and all contractual and non-contractual matters arising out of it, shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

Signed for and on behalf of

**NEW FOREST DISTRICT COUNCIL**

Signature: *J. Cooper*  
J.Cooper (Apr 17, 2025 11:55 GMT+1)  
(print Name:) J.Cooper

Signed for and on behalf of

**RESTORE DATASHRED LTD**

Signature: *Natalie Matthews*  
Natalie Matthews (Apr 17, 2025 11:47 GMT+1)  
(print Name:) Natalie Matthews

Schedule 1  
CHARGES

REQUIREMENTS																												
Tenderers to complete yellow cells only for evaluation																												
Service Tendered cost - this figure will be the cost to provide the offsite shredding collection for Year 1																												
For the purposes of this evaluation we are assuming that 250 hard drives and 5 kilos of magnetic media are shredded on site annually - this figure will fill once the tenderer has completed cells in On Site - Additional Services																												
Dept	Site	Address	Collection Type	Bin/Bag Collection freq - Weekly				Lockable console for wheellie bin	Lockable console for bag	Spare bin price if appropriate	Contract Period														Extension - 1 = 1 (in 12 month intervals - subject to performance & business need)			
				Year 1							Year 2		Year 3		Year 4		Year 5		Year 6		Year 7		Year 8		Year 9			
				Minimum Charge - £	On-site shredding - £	Spare bin price if appropriate	Service Tendered cost £2.00 per kilo				6.88%	Minimum Charge - £	On-site shredding - £	Spare bin price if appropriate	Service Tendered cost £2.00 per kilo	6.88%	Minimum Charge - £	On-site shredding - £	Spare bin price if appropriate	Service Tendered cost £2.00 per kilo	6.88%	Minimum Charge - £	On-site shredding - £	Spare bin price if appropriate	Service Tendered cost £2.00 per kilo	6.88%	Minimum Charge - £	On-site shredding - £
Offices	Appleton Court	Beaulieu Road	Lymington	SO43 7PA	Bin	5		5		16	£ 30.00	£ 1,260.00	£ 100.00	£ 750.00	£ 30.00	£ 1,260.00	£ 100.00	£ 750.00	£ 30.00	£ 1,260.00	£ 100.00	£ 750.00	£ 30.00	£ 1,260.00	£ 100.00	£ 750.00	£ 30.00	£ 1,260.00
	Lymington Town Hall	Avenue Road	Lymington	SO40 9DS	Bin		3	-	-	5		30.00			30.00				30.00				30.00				30.00	
	New Milton Town Hall	Avonley Road	New Milton	SO40 0AS	Bag				1																			
	Warren Lane Depot	Warren Lane	Lymington	SO40 8SU	Bin		3	-	-																			
Depots	Hardley Depot	Hardley Industrial Estate	Hardley	SO40 3AC	Bin		2	2	-	-																		
	Ringwood Depot	Chilworth Road	Ringwood	SO43 3AB	Bin				-	-																		
	Lymington & Pennington TC	Avenue Road	Lymington	SO40 9DS	Bin				-	-																		
	Hardingbridge Local Office	High View Industrial Estate	Hardingbridge	SP6 1AB	Bag			1	-	-																		
Local Offices	Hythe Local Office	The Grove	Hythe	SO40 6BZ	Bag			1	-	1																		
	Fawley Local Office	Lambert Hall The Butts	Fawley	SO40 1DD	Bag			1	-	1																		
	Ringwood Gateway	The Farming	Ringwood	SO44 1AT	Bag			1	-	1																		
	Totton & Elms/TC	Green Centre	Totton	SO40 3AF	Bag			1	-	1																		
											£ 1,260.00	£ 100.00	£ 750.00	£ 30.00	£ 1,260.00	£ 100.00	£ 750.00	£ 30.00	£ 1,260.00	£ 100.00	£ 750.00	£ 30.00	£ 1,260.00	£ 100.00	£ 750.00	£ 30.00	£ 1,260.00	
											Total Year 1 = £		Total Year 2 = £		Total Year 3 = £		Total Year 4 = £		Total Year 5 = £		Total Year 6 = £		Total Year 7 = £		Total Year 8 = £		Total Year 9 = £	
											£ 3,683.00		£ 3,683.00		£ 3,683.00		£ 3,683.00		£ 3,683.00		£ 3,683.00		£ 3,683.00		£ 3,683.00		£ 3,683.00	
Contract value = £ 18,265.00																												

Off-Site Schedule Collection price per bin/bag, per collection

Off-Site shredding. This would typically be for the service of consoles from one single building and include a floor walk service, ie, where service providers will service each bin/bag in their various locations. Inclusive of lockable console unit for wheellie bin or bag

Tenderers to complete yellow cells only for evaluation

Service Providers Name:

Bins/Bags for collection	Frequency (each)					
	1 week	2 week	4 weeks	6 weeks	8 weeks	12 weeks
	Price (£)	Price (£)	Price (£)	Price (£)	Price (£)	Price (£)
1-4 Consoles	£ 6.00	£ 6.00	£ 6.00	£ 10.00	£ 10.00	£ 20.00
5-8 Consoles	£ 6.00	£ 6.00	£ 6.00	£ 10.00	£ 10.00	£ 20.00
9-12 Consoles	£ 6.00	£ 6.00	£ 6.00	£ 10.00	£ 10.00	£ 20.00
13-25 Consoles	£ 6.00	£ 6.00	£ 6.00	£ 10.00	£ 10.00	£ 20.00
Minimum Charge	£ 30.00					
Spare Bin charge if relevant	£ 6.00					

On Site Additional Services

Tenderers to complete yellow cells only, these prices, etc, will be used for evaluation purposes

For the purposes of this evaluation we are assuming that 20 kilos of uniforms, 5 kilos of magnetic media, 250 hard drives and 5 kilos of X-ray film destruction magnetic media are shredded on site annually

Service Providers Name:

Uniform Destruction - On Site		Minimum Order Quantity (Kilos)	Please add price to provide the above evaluation requirement - 20 Kilos/year	£ 30.00
Prices (£) per Kilo				
£ 1.50	50			
Magnetic Media Destruction - On Site		Minimum Order Quantity (Kilos)	Please add price to provide the above evaluation requirement - 5 Kilos/year	£ 7.50
Prices (£) per Kilo				
£ 1.50	50			
Hard Drive Destruction - On Site		Minimum Order Quantity (Units)	Please add price to provide the above evaluation requirement - 250 hard drives/year	£ 1,250.00
Prices (£) per Unit				
£ 5.00	20			
X-Ray Film Destruction Magnetic Media - On Site		Minimum Order Quantity (Kilos)	Please add price to provide the above evaluation requirement - 5 Kilos/year	£ 7.50
Prices (£) per Kilo				
£ 1.50	50			
Total			£	1,295.00

Note: Uniform shredding will be done offsite due to material getting wrapped around the blades and segregation issues.

## Schedule 2

### KEY PERSONNEL

Name	Description of role
Conor Evans <a href="mailto:connor.evans@restore.co.uk">connor.evans@restore.co.uk</a> 0800 376 4422	Restore Datashred Ltd
Helen Mooney <a href="mailto:helen.mooney@nfdc.gov.uk">helen.mooney@nfdc.gov.uk</a>	Facilities Management Contract Officer
Pawel Duchnowski <a href="mailto:pawel.duchnowski@nfdc.gov.uk">pawel.duchnowski@nfdc.gov.uk</a>	Contract Relationship Officer

## **Schedule 3**

### **SPECIFICATION**

#### **REQUEST FOR QUOTATION (RFQ) FOR PROVISION OF SECURE SHREDDING AND CONFIDENTIAL WASTE DISPOSAL**

##### **1. Background & Scope**

- 1.1 New Forest District Council (NFDC) are carrying out this procurement exercise to identify, select and award business to a single supplier who satisfies the Council's selection criteria and have submitted compliant bids under this quotation exercise. The contract will commence on 1 April 2025 and remain in place for 3 years. There is an option for the contract to be extended two times by up to 12 months subject to performance and service requirements each year.
- 1.2 NFDC seeks proposals for the provision of a secure shredding and confidential waste disposal service at various locations across the New Forest District Council area. This service shall include a regular off-site scheduled collection service at various intervals and the ability to provide an occasional on-site shredding service for the shredding of uniforms, magnetic media, hard drives and micro fiche. The Contractor must be able to achieve all collection frequencies and requirements as set out in Appendix B - Pricing Schedule - Confidential Waste.
- 1.3 NFDC require a mixture of lockable 120L wheelie bins and lockable consoles, and bags and lockable consoles across the sites. Prices will be inclusive of consoles. On occasion there may be the need for 240L bins and sacks to be available. A number of spare 120L wheelie bins will also be required on two sites, these are on top of those being used for filling and collection, at these sites the number of bins for collection may vary. The successful contractor must be able to achieve the requirements detailed in Appendix B - Pricing Schedule - Confidential Waste.
- 1.4 Assets and sites included in this Contract may vary, ie, increase or decrease, amounts and type change, etc, during the contract period. In the event that the schedule is reduced, NFDC shall not in any way be liable for any loss of profit.
- 1.5 Any items or sites added to this contract form part of this contract only, this includes rental times, prices, contract length, etc.
- 1.6 Any changes that result in a price difference, ie, a different type of asset is requested, new site, etc, will be priced as per items detailed in Appendix B – Pricing Schedule.
- 1.7 Contractors to complete and return Appendix A – Quotation Response Form and Appendix B - Pricing Schedule - Confidential Waste and will familiarise themselves with the Council's Model Services Contract (Appendix C) confirming acceptance of these Terms within Appendix A – Quotation Response Form. Failure to complete Appendix A and B in full, confirm acceptance of the Council's Model Services Contract or supply all the information requested at tender return will deem the quotation void.
- 1.8 All prices to be inclusive of all energy surcharges, etc.

## Specification

The preferred supplier must fully meet (or exceed) the specification below:

- 2.1 The Contractor shall be expected to demonstrate a sound knowledge of the public sector, together with current issues facing Local Government.
- 2.2 All Services provided by the Contractor shall be carried out to the relevant current legislation inclusive of the Data Protection Act 2018 and General Data Protection Regulation (GDPR) and shall adhere to them at all times and any updates, amendments, etc, throughout the duration of the contract.
- 2.3 The Contractor shall adhere to any standards laid by organisations within the secure shredding and disposal industry.
- 2.4 The Contractor shall adhere to dates and timescales provided to NFDC sites, arrive promptly, in a suitable vehicle manned as required.
- 2.5 The Contractor shall contact the customer contact on arrival at each site and obtain authorisation to access the site/confidential materials.
- 2.6 The Contractor shall take ownership of all confidential materials as required and will safely and securely transport all materials to the vehicle.
- 2.7 The Contractor shall ensure the secure destruction of all confidential materials in accordance with BS15713:2009.
- 2.8 The Contractor shall provide NFDC with valid receipts, waste transfer notices and Certificate(s) of Destruction upon completion of shredding. Note that the provision of such must be included in the prices submitted as part of the tender submission in document Appendix B - Pricing Schedule - Confidential Waste.
- 2.9 The Contractor shall ensure that all persons providing the services are:
  - \* properly and sufficiently qualified, competent, careful, skilled and experiences in accordance with the relevant industry standards;
  - \* BS 7858 checked;
  - \* compliant with all statutory requirements and standards;
  - \* uniformed and carry photographic ID showing Contractor's name, contact number, employee's name. ID shall be produced when requested.
  - \* wearing appropriate PPE in accordance with relevant laws.
  - \* adhering to policies and procedures as required by NFDC whilst on their sites/premises, eg, hi-viz to be worn at depots at all times.
- 2.10 Upon award of the contract, the Contractor shall provide NFDC with a detailed schedule for the delivery of consoles prior to commencement of the contract award. The schedule shall be agreed with NFDC. The Contractor shall ensure that they have sufficient capacity to enable the installation of units within the implementation timescales, ensuring minimum disruption to NFDC. Requirements are as set out within Appendix B - Pricing Schedule - Confidential Waste.

- 2.11 The Contractor must ensure they have sufficient capacity to adhere to the proposed service requirements when servicing one or multiple organisations at the same time.
- 2.12 Should the award of this contract mean that NFDC are transitioning from one Contractor to another, the successful contractor must ensure they have sufficient capacity to enable the installation and implementation timescales to be adhered to and ensure there is minimum disruption to the Service received by the Customer.
- 2.13 The Contractor will internally monitor quality and performance of the services provided by them.
- 2.14 All services to be provided at the frequency, etc, as set out within Appendix B - Pricing Schedule - Confidential Waste. Should the Contractor be unable to achieve the required services on any occasion then NFDC shall be notified at the earliest opportunity.
- 2.15 The Contractor shall ensure that only suitably experienced and qualified staff shall be used to provide the Services.
- 2.16 The Contractor shall nominate an Account Manager to this contract who shall be the primary point of contact.
- 2.17 The Service Provider shall have in place a customer portal which is always accessible to the Customer enabling easy download of Certificates, copy invoices, information regarding carbon savings, visit dates, service schedules, energy savings, etc. Full details of this portal to be returned with the tender return.
- 2.18 The Contractor will participate in regular contract review meetings with NFDC. Additional meetings will be held as required, to address any issues.
- 2.19 The Contractor shall address any complaints immediately and action as required, advising NFDC of the action taken and solution. All complaints to be dealt with within 3 working days. Any repeat complaints will be discussed at additional meetings and NFDC may decide to implement a performance improvement plan with the customer until all concerns are satisfied. Regardless of the above, if NFDC are not satisfied with efforts to resolve the issues the decision may be made to terminate the contract.
- 2.20 The Contractor shall be able to supply a full "Chain of Custody" for any item shredded on or off site and shall supply this information to NFDC immediately on request or via their Portal.
- 2.21 NFDC shall provide the successful contractor with all access details and contact names, etc, on award of the contract.
- 2.22 The Contractor will internally monitor quality and performance of the services provided by them. All services to be provided at the frequency, etc, as set out within Appendix B - Pricing Schedule - Confidential Waste. Should the Contractor be unable to achieve the required services on any occasion then NFDC shall be notified at the earliest opportunity.
- 2.23 The Contractor will be fully responsible for the collection, transportation and where necessary treatment of all recyclable materials collected. Full details of how the waste for this contract will be dealt with, how it will be recycled, etc, shall be included in the tender return. No waste from NFDC shall be disposed of outside of the United Kingdom.

- 2.24 If requested Contractor shall provide NFDC with a full disposal audit trail including any bailing and recycling facilities used (if applicable) and the final destination of their materials. Recycling Certificates will be provided by Service Provider as necessary, and also any management reports as requested. This information should also be readily available on the Contractor's portal.
- 2.25 The Contractor shall be responsible for recording and reporting the tonnage of material recycled through this Contract on an annual basis or at specified frequency as requested by NFDC. This information should also be readily available on the Contractor's portal.

### Key Performance Indicators

- 2.26 As part of the regular Contract Review meetings between the Council's Contract Administrator and the Supplier's Account Manager, a range of Key Performance Indicators (KPIs) will be reviewed on a quarterly basis.
- 2.27 The main criteria for establishing a KPI, is its relevance to the general performance of the contract and its ease of monitoring / scoring. It is envisaged that the list of KPIs initially set at the commencement of the contract maybe reviewed for relevance through the course of the contract. The Council may decide to amend or add additional measures as appropriate.

### Scoring and Weightings:

- 2.28 KPIs are weighted to reflect the relative importance the Council or Ordering Authority assigns to each aspect of the work; the scores will provide a percentage measure performance against each aspect.

The KPI's for this contract will measure the following elements:

KPI	Weighting
1. <b>Quality &amp; Programme:</b> All works allocated to the supplier completed in accordance with the specification, quality standard and the schedule plan.	40%
2. Tenants / stakeholders feedback regarding communications, cleanliness of site works, politeness and attitude of the suppliers' personnel (incl. sub-contractors), site condition on completion / exit.	30%
3. <b>Contract management:</b> Ease of Contract Administration, attendance to quarterly meetings and invoicing accuracy. General responsiveness of Supplier to service issues.	30%

2.29 The Supplier will be reviewed on a quarterly basis using the following KPI Table:

KPI	Not Performing as per the Council's Requirements	Generally Meets Expectations some Corrective actions required	Consistently Meets/Exceeds Expectations	TOTAL FOR QUARTER
1 (40%)	10%)	(25%)	(40%)	.....%
2 (30%)	(7.5%)	(20%)	(30%)	
3 (30%)	(7.5%)	(20%)	(30%)	

2.30 The Supplier is expected to achieve a minimum Overall Performance Measure of 75% under the Contract.

2.31 The Supplier's objective will be to meet and beat the minimum during the term of the contract.

2.32 The KPI scores shall be reported between the Council's Contract Administrator's and the Supplier's account manager on a quarterly basis as part of the regular contract review update meeting.

2.33 Where the Supplier fails to meet the minimum score for overall performance in a quarter the Contract Administrator will require the Supplier to set out a corrective action plan to remedy the failure as appropriate.

2.34 Where a Supplier fails on a subsequent occasion to meet the minimum score for overall performance the Supplier shall attend a meeting with the Contract Administrator to discuss the failure and agree any action necessary to be taken by the Supplier to ensure that the KPI is met in the future.

2.35 In the event that the Supplier fails to meet the overall KPI target on 2 consecutive occasions [i.e. in 2 consecutive quarters] or on 2 occasions within a rolling 12-month period [i.e. two failures within 12 months of each other] the Council may terminate the Contract in accordance with termination clause of the operating Contract.

### 3. Terms and Conditions of Purchase

3.1 The arrangement between New Forest District Council (the "Council") and the Supplier will be based on the Council's specification herein and the Council's standard purchase terms. Please see link below;

<http://www.newforest.gov.uk/standardtermsandconditions>

3.2 All quotations from the Supplier will remain valid and open to acceptance for 90 days from submission date to the Council. The Council does not bind itself to accept any of the quotations submitted.

3.3 Awarded supplier will receive confirmation in writing and an official purchase order.



#### 4 **General Data Protection Regulations (GDPR)**

- 4.1 The Contractor shall provide suitable lockable wheelie bins as detailed within this document for the secure storage of confidential waste which will be collected by the Contractor as detailed within Appendix B - Pricing Schedule - Confidential Waste.
- 4.2 The Contractor shall provide an off-site shredding service adhering to all regulations and legislation associated with this process and as required under this contract.
- 4.3 The Contractor shall provide an ad-hoc on-site shredding service of hard drives, multi-media and uniforms as required, adhering to all regulations and legislations associated with this process and as required under this contract.

#### 5. **Domestic Reverse Charge (DRC) from 1<sup>st</sup> March 2021 (HMRC)**

- 5.1 Under this Contract" New Forest District Council is an **"end user"** for the purposes of section 55A VAT Act 1994 reverse charge for building and construction services. Please issue us with a normal VAT invoice, with VAT charged at the appropriate rate. We will not account for the reverse charge.

#### 6. **Quotation Timetable & Process**

- 6.1 This is a restricted quotation open to invited suppliers who the Council has short-listed to provide a proposal for the services defined in the specification herein.
- 6.2 Please see section below "HOW TO RESPOND TO THIS QUOTATION" which explains the process to follow.

#### 6.3 **Indicative Quotation Timetable**

Stage	Date
RFQ issued	25 February 2025
Deadline for Clarification Questions (via eMail to NFDC Contract Administrator)	4 March 2025
Deadline for Quotes / Proposals	10 March 2025
Award confirmation	13 March 2025
Contract Start	1 April 2025

#### 6.4 **Quotation Content**

Your quotation response should provide details as below using the template in **Appendix A** setting out:

- Details of your Company
- Your proposal to the Council in form of a Cost Service Quality response.

#### 6.5 **Evaluation Criteria**

Evaluation of compliant bids received by the close date will be based on the criteria of Cost and Service Quality on a 60% / 40% split. The combined scores of Cost% plus Service Quality% will rank all compliant bids received. The highest scoring (%) bid will be the winning bid.

Please see **Appendix A** for the Quotation Response Form and details of how the Council will evaluate and score responses to this quotation.

Please note the Council reserves the right to carry out an independent financial appraisal, which may result in a FAIL / PASS / PASS SUBJECT TO a Performance Bond/ Parental Company Guarantee.

## **5. How to Respond to this Quotation**

The Request for Quotation (RFQ) is issued electronically via eMail to suppliers selected to quote from an earlier market review.

For your RFQ to be considered, please comply with these instructions:

- Please acknowledge your receipt of this quotation pack confirming that you expect to submit a response by the appointed time.
- Please use eMail to raise any Questions you may have for both technical and commercial issues.
- Please return your completed quotation to the eMail address set out on the front sheet of this RFQ prior to the close deadline date & time. (Tip: Use PDF documents where possible to reduce file sizes).
- Quotations received after the submission deadline regardless of method of delivery will not be considered (unless the Council have given prior notification to ALL bidders of an extension period).
- Each and every point in the RFQ document must be responded to. It is important that bids are completed in line with the requirements set out in this invitation.

All costs in submitting the quotation will be borne by the bidder.

### **Appendices List:**

Appendix A – Quotation Response Form (see separate attachment)

Appendix B – Pricing Schedule - Confidential Waste (see separate attachment)

Appendix C – Council's Model Services Contract (see separate attachment)

## **Schedule 4**

### **PROTECTION AND SECURITY OF DATA**

The provisions of Schedule 4 shall apply to this Agreement.

#### **Part A**

#### **OPERATIVE PROVISIONS**

##### **1. DEFINITIONS**

###### **1.1 In this Schedule:**

“Controller”	has the meaning given in applicable Data Protection Laws from time to time;
“Data Protection Laws”	<p>means all applicable law relating to the Processing, privacy and/or use of Personal Data, as applicable to either party or the Services, including:</p> <ul style="list-style-type: none"><li>(a) the UK GDPR;</li><li>(b) the Data Protection Act 2018;</li><li>(c) the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426);</li><li>(d) any laws which implement or supplement any such laws;</li><li>(e) any laws that replace, extend, re-enact, consolidate or amend any of the foregoing; and</li><li>(f) all guidance, guidelines and codes of practice issued by any relevant Data Protection Supervisory Authority relating to such Data Protection Laws (in each case whether or not legally binding);</li></ul>
“Data Protection Supervisory Authority”	means any regulator, authority or body responsible for administering Data Protection Laws;

“Data Subject”	has the meaning given in applicable Data Protection Laws from time to time;
“International Organisation”	has the meaning given in applicable Data Protection Laws from time to time;
“Personal Data”	has the meaning given in applicable Data Protection Laws from time to time;
“Personal Data Breach”	has the meaning given in applicable Data Protection Laws from time to time;
“Processing”	has the meaning given in applicable Data Protection Laws from time to time (and related expressions, including process, processed, and processes shall be construed accordingly);
“Processing End Date”	means in respect of any Protected Data, the earlier of: <ul style="list-style-type: none"> <li>(a) the end of the provision of the relevant Services related to the processing of such Protected Data; or</li> <li>(b) once processing by the Supplier of such Protected Data is no longer required for the purpose of the Supplier’s performance of its relevant obligations under this Agreement;</li> </ul>
“Processor”	has the meaning given in applicable Data Protection Laws from time to time;
“Protected Data”	means Personal Data received from or on behalf of the Council, or otherwise obtained in connection with the performance of the Supplier’s obligations under this Agreement;
“Sub-Processor”	means any Processor engaged by the Supplier (or by any other Sub-Processor) for carrying out any processing activities in respect of the Protected Data.
“UK GDPR”	means the General Data Protection Regulation, Regulation (EU) 2016/679, as it forms part of domestic law in the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018 (including as further amended or modified by the laws of the United Kingdom or of a part of the United Kingdom from time to time);

## 23.2 Unless otherwise expressly stated in this Agreement:

- 1.1.1 references to any paragraphs made in Part A are to paragraphs within Part A; and

23.2.2 the Supplier's obligations and the Council's rights and remedies under Schedule 4 are cumulative with, and additional to, one another and those under any other provisions of this Agreement.

## **2. COMPLIANCE WITH DATA PROTECTION LAWS**

The Parties agree that the Council is a Controller and that the Supplier is a Processor for the purposes of processing Protected Data pursuant to this Agreement. The Supplier shall, and shall ensure the Sub-Processors and each of the Staff shall, at all times, comply with all Data Protection Laws in connection with the processing of Protected Data and the provision of the Services and shall not by any act or omission cause the Council (or any other person) to be in breach of any of the Data Protection Laws. Nothing in this Agreement relieves the Supplier of any responsibilities or liabilities under Data Protection Laws.

## **3. SUPPLIER INDEMNITY**

3.1 The Supplier shall indemnify and keep indemnified the Council against:

3.1.1 all losses, claims, damages, liabilities, fines, interest, penalties, costs, charges, sanctions, expenses, compensation paid to Data Subjects (including compensation to protect goodwill and ex gratia payments), demands and legal and other professional costs (calculated on a full indemnity basis and in each case whether or not arising from any investigation by, or imposed by, a Data Protection Supervisory Authority) arising out of or in connection with any breach by the Supplier of its obligations under Schedule 4; and

3.1.2 all amounts paid or payable by the Council to a third party which would not have been paid or payable if the Supplier's breach of Schedule 4 had not occurred.

## **4. INSTRUCTIONS**

The Supplier shall only process (and shall ensure Staff only process) the Protected Data in accordance with Part B of Schedule 4, this Agreement and the Council's written instructions from time to time (including with regard to any transfer to which paragraph 9 relates) except where otherwise required by applicable law (and in such a case shall inform the Council of that legal requirement before processing, unless applicable law prevents it doing so on important grounds of public interest). The Supplier shall immediately inform the Council if any instruction relating to the Protected Data infringes or may infringe any Data Protection Law. The Supplier shall retain records of all instructions relating to the Protected Data received from the Council.

## **5. SECURITY**

5.1 The Supplier shall, at all times, implement and maintain appropriate technical and organisational measures to protect Protected Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access. Such technical and organisational measures shall be at least equivalent to the technical and organisational measures set out in Part B of Schedule 4 and shall reflect the nature of the Protected Data.

- 5.2 During the period in which the Supplier processes any Protected Data, it shall undertake a documented assessment at least every 12 months of whether the security measures implemented comply with paragraph 5.1. The Supplier shall notify the Council within 10 days of full details of the assessment and its outcome and of any additional measures the Supplier plans to implement as a result of the assessment.
- 5.3 Except as agreed by the Parties by way of a binding variation of this Agreement, the Supplier may not make any change to the security measures it applies to the Protected Data from time to time to the extent any such change would conflict with the provisions of this Agreement.

## **6. SUB-PROCESSING AND PERSONNEL**

- 6.1 The Supplier shall not permit any processing of Protected Data by any agent, sub-contractor, Sub-Processor or other third party (except its own Staff that are subject to an enforceable obligation of confidence with regards to the Protected Data) without the prior specific written authorisation of that third party by the Council that takes effect by way of a binding variation to this Agreement and only then subject to such conditions as the Council may require.
- 6.2 The Supplier shall ensure that access to Protected Data is limited to the authorised persons who need access to it to supply the Services.
- 6.3 The Supplier shall, prior to the relevant Sub-Processor carrying out any Processing activities in respect of the Protected Data, appoint the relevant Sub-Processor under a binding written contract containing the same obligations as under Schedule 4 in respect of Protected Data and that (without prejudice to, or limitation of, the foregoing):
- 6.3.1 includes providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing of the Protected Data will meet the requirements of all Data Protection Laws; and
  - 6.3.2 is enforceable by the Supplier,
- and ensure each such Sub-Processor is at all times subject to a binding written contract that complies with such terms and that each Sub-Processor complies with all such obligations.
- 6.4 The Supplier shall remain fully liable to the Council under this Agreement for all the acts and omissions of each Sub-Processor and each of the Staff as if they were its own.
- 6.5 The Supplier shall ensure that all persons authorised by the Supplier or any Sub-Processor to process Protected Data are reliable and:
- 6.5.3 adequately trained on compliance with Schedule 4 as applicable to the processing;
  - 6.5.4 informed of the confidential nature of the Protected Data and that they must not disclose Protected Data; and
  - 6.5.5 subject to a binding and enforceable written contractual obligation to keep the Protected Data confidential.

- 6.6 The Supplier shall promptly provide all relevant details concerning, and a copy of, each agreement with a Sub-Processor to the Council on request.
- 6.7 The Supplier shall immediately cease using a Sub-Processor upon receiving written notice from the Council requesting that the Sub-Processor ceases processing Protected Data for security reasons or concerns about the Sub-Processor's ability to carry out the relevant processing in compliance with Data Protection Laws or Schedule 4.

## **7. ASSISTANCE**

- 7.1 The Supplier shall (at its own cost and expense) promptly provide such information and assistance (including by taking all appropriate technical and organisational measures) as the Council may require in relation to the fulfilment of the Council's obligations to respond to requests for exercising the Data Subjects' rights under Chapter III of the UK GDPR (and any similar obligations under applicable Data Protection Laws).
- 7.2 The Supplier shall (at its own cost and expense) promptly provide such information, co-operation and other assistance to the Council as the Council requires (taking into account the nature of processing and the information available to the Supplier) to ensure compliance with the Council's obligations under Data Protection Laws, including with respect to:
- 7.2.1 security of processing (including with any review of security measures);
  - 7.2.2 data protection impact assessments (as such term is defined in Data Protection Laws);
  - 7.2.3 prior consultation with a Data Protection Supervisory Authority regarding high risk processing; and
  - 7.2.4 any remedial action and/or notifications in response to any Personal Data Breach and/or any complaint or request relating to either party's obligations under Data Protection Laws relevant to this Agreement, including (subject in each case to the Council's prior written authorisation) regarding any notification of the Personal Data Breach to Data Protection Supervisory Authorities and/or communication to any affected Data Subjects.

## **8. DATA SUBJECT REQUESTS**

The Supplier shall (at no cost to the Council) record and refer all requests and communications received from Data Subjects or any Data Protection Supervisory Authority to the Council which relate (or which may relate) to any Protected Data promptly (and in any event within 2 Working Days of receipt) and shall not respond to any without the Council's express written approval and strictly in accordance with the Council's instructions unless and to the extent required by applicable law.

## **9. INTERNATIONAL TRANSFERS**

The Supplier shall not process and/or transfer, or otherwise directly or indirectly disclose, any Protected Data in or to any country or territory outside the United Kingdom or to any International Organisation without the prior written authorisation of the Council (which may be refused or granted subject to such conditions as the Council deems necessary).

## **10. RECORDS**

- 10.1 The Supplier shall maintain complete, accurate and up to date written records of all categories of processing activities carried out on behalf of the Council. Such records shall include all information necessary to demonstrate both Parties' compliance with this Agreement, the information referred to in Articles 30(1) and 30(2) of the UK GDPR and such other information as the Council may reasonably require from time to time.
- 10.2 The Supplier shall make copies of such records under paragraph 10.1 available to the Council promptly (and in any event within 10 Working Days) on request from time to time.

## **11. AUDIT**

- 11.1 The Supplier shall (and shall ensure all Sub-Processors shall) promptly make available to the Council (at the Supplier's cost) such information as is required to demonstrate the Supplier's and the Council's compliance with their respective obligations under Schedule 4 and the Data Protection Laws, and allow for, permit and contribute to audits, including inspections, by the Council (or another auditor mandated by the Council) for this purpose at the Council's request from time to time.
- 11.2 The Supplier shall provide (or procure) access to all relevant premises, systems, Staff and records during normal business hours for the purposes of each such audit or inspection upon reasonable prior notice (not being more than 3 Working Days) and provide and procure all further reasonable co-operation, access and assistance in relation to any such audit or inspection.

## **12. BREACH**

- 12.1 The Supplier shall promptly (and in any event within 24 hours) notify the Council if it (or any of the Sub-Processors or the Staff) suspects or becomes aware of any suspected, actual or threatened occurrence of any Personal Data Breach in respect of any Protected Data.
- 12.2 The Supplier shall promptly (and in any event within 24 hours) provide all information as the Council requires to report the circumstances referred to in paragraph 12.1 (above) to a Data Protection Supervisory Authority and to notify affected Data Subjects under the Data Protection Laws.

## **13. DELETION/RETURN**

- 13.1 Subject to paragraph 13.2 and notwithstanding clause 10.2 of the Agreement, the Supplier shall (and shall ensure that each of the Sub-Processors and Staff shall) within not less than 2 Working Days and not more than 4 Working Days of the relevant Processing End Date securely delete the Protected Data (and all copies) except to the extent that storage of any such data is required by applicable law (and, if so, the Supplier shall inform the Council of any such requirement and shall securely delete such data as soon as it is permitted to do so under applicable law).
- 13.2 The Supplier shall (and shall ensure that each of the Sub-Processors and Staff shall) promptly comply (in a secure manner) with any requests from the Council for the return or disclosure to the Council of any Protected Data in such form and by such manner as the Council reasonably requests, provided such request is received 2 Working Days of the relevant Processing End Date.



13.3 Within 2 Working Days of the date for performance of any obligation under paragraph 13.1, the Supplier shall notify the Council in writing:

13.3.1 with confirmation of the extent to which it has complied with all obligations under paragraph 13.1 to delete Protected Data;

13.3.2 if applicable, of the full details of any failure to comply with any obligation under paragraph 13.1 (in which case the Supplier shall notify the Council immediately once this has been corrected); and

13.3.3 if applicable, of the full details of any Protected Data that continues to be stored as required by applicable law (together with confirmation of the relevant law(s)).

## **14. SURVIVAL**

Schedule 4 shall survive termination or expiry of this Agreement for any reason.

## **15. COST**

The Supplier shall perform all its obligations under Schedule 4 at no cost or expense to the Council.

## **16. RIGHTS OF DATA SUBJECTS**

Nothing in this Agreement affects the rights of Data Subjects under Data Protection Laws (including those in Articles 79 and 82 of the UK GDPR or in any similar Data Protection Laws) against the Council, the Supplier or any Sub-Processor.

## **Part B**

### **DATA PROCESSING AND SECURITY DETAILS**

#### **SECTION 1—DATA PROCESSING DETAILS**

Processing of the Protected Data by the Supplier under this Agreement shall be for the subject-matter, duration, nature and purposes and involve the types of Personal Data and categories of Data Subjects set out in this Part B.

##### **1. SUBJECT-MATTER OF PROCESSING:**

For the performance of the Services.

##### **2. DURATION OF THE PROCESSING:**

The Processing shall take place until the Processing End Date.

##### **3. NATURE AND PURPOSE OF THE PROCESSING:**

The nature of the Processing is collecting, storing, transporting, destroying/ deleting.

The purpose of the Processing is to confidentially and securely destroy/delete the Council's confidential waste and ICT equipment.

#### **4. TYPE OF PERSONAL DATA:**

Any Personal Data contained within the Council's confidential waste or stored on the Council's ICT equipment prior to disposal. This may include Special Category Data or Criminal Offence Data as defined by the Data Protection Laws.

#### **5. CATEGORIES OF DATA SUBJECTS:**

The categories of Data Subjects will be any Data Subject whose Personal Data is contained within the Council's confidential waste or stored on the Council's ICT equipment prior to disposal. This may include:

- Residents
- Tenants
- Employees
- Members
- Contractors
- Employees of partner agencies

### **SECTION 2—MINIMUM TECHNICAL AND ORGANISATIONAL SECURITY MEASURES**

1. Without prejudice to its other obligations, the Supplier shall implement and maintain at least the following technical and organisational security measures to protect the Protected Data:
  - 1.1 In accordance with the Data Protection Laws, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the processing of the Protected Data to be carried out under or in connection with this Agreement, as well as the risks of varying likelihood and severity for the rights and freedoms of natural persons and the risks that are presented by the processing, especially from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Protected Data transmitted, stored or otherwise processed, the Supplier shall implement appropriate technical and organisational security measures appropriate to the risk, including, as appropriate, those matters mentioned in Articles 32(1)(a) to 32(1)(d) (inclusive) of the UK GDPR.
  - 1.2 Without prejudice to its other obligations, including as appropriate:
    - 1.2.1 encryption of data in transit by using suitable encryption solutions such as using https;
    - 1.2.2 encryption of data at rest on all devices, including portable devices, using suitable encryption solutions;

- 1.2.3 only accessing data remotely using secure networks;
- 1.2.4 use of multi-factor authentication for internet facing systems;
- 1.2.5 timely decommissioning and secure wiping (that renders data unrecoverable) of old software and hardware;
- 1.2.6 secure disposal of hard copy documents;
- 1.2.7 completing regular software updates to all hardware and software;
- 1.2.8 real-time protection anti-virus and anti-malware software and web filtering on all systems;
- 1.2.9 firewalls and intrusion detection and prevention systems at the network edge;
- 1.2.10 the use of user access control management, including username and password restrictions, and audit logs;
- 1.2.11 enforcing unique passwords of sufficient complexity and regular expiry on all devices;
- 1.2.12 the use of data backup and disaster recovery measures and procedures;
- 1.2.13 procedures to ensure modifications to any systems, software or hardware are managed to ensure the ongoing confidentiality, integrity, availability of all data;
- 1.2.14 implementation of relevant policies covering Information Security, Data Protection, Bring Your Own Device, Acceptable Use and Clear Desk;
- 1.2.15 regular training of all Staff on confidentiality, data processing obligations, identification of Personal Data Breaches and risks;
- 1.2.16 suitable physical controls in place to protect data, networks and premises such as physical security on premises including reception or front desk, security passes, storage of documents in secure cabinets, secure disposal of materials, CCTV;
- 1.2.17 annual testing to assess and evaluate the effectiveness of the security measures set out in this paragraph 1.2 of this Part B.




# Appendix C - Model Services Contract 2022 - Secure Shredding & Confidential Waste Disposal (2)

Final Audit Report

2025-04-17

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