

FRAMEWORK SCHEDULE 3 – FORM OF CONTRACT AND CALL-OFF TERMS

FORM OF CONTRACT

This contract is made on the 12th day of Novemeber 2025

BETWEEN

- (1) Nottingham City Council of Loxley House, Station Street, Nottingham, NG2 3NG (the "**Customer**"); and
- (2) Eden Springs UK Ltd whose registered office is BWT House, Coronation Road, Cressex Business Park, High Wycombe, England HP12 3SU, whose company number is (04063744) (the "**Supplier**")

WHEREAS the Customer wishes to have provided the following goods and/or services namely Water Cooler and Water Boiler units pursuant to the ESPO Framework Agreement (reference 900_22).

NOW IT IS AGREED THAT

1. The Supplier will provide the goods and/or services in accordance with the terms of the call-off contract (reference number 900-22 and Contract Documents.
2. The Customer will pay the Supplier the amount due in accordance with the terms of the call off agreement and the Contract Documents.
3. The following documents comprise the Contract Documents and shall be deemed to form and be read and construed as part of this agreement:
 - This Form of Contract
 - Part B tender submission
 - Pricing Schedule.

IN WITNESS OF the hands of the Parties or their duly authorised representatives:

Signed for and on behalf of

NOTTINGHAM CITY COUNCIL

by *TREVOR BONE* an authorised officer



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Authorised Officer

Print name: *TREVOR BONE*

Signed by

EDEN SPRINGS UK LTD

)
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)



Supplier Eden Springs UK Ltd

Print name: Ben Brown

This document relates to and forms part of the Call-Off Terms

MASTER CONTRACT SCHEDULE

(ESPO Framework Reference 900_22)

1. TERM
Commencement Date 24 th November 2025
Expiry Date 23 rd November 2029
Extension Period No extension Period
2. GOODS AND/OR SERVICES REQUIREMENTS
Goods required Delivery and Installation of water coolers and water boiler units.
Services and Deliverables required <ul style="list-style-type: none">• The Contractor shall supply services for the delivery of Water coolers and boilers package consisting of;<ul style="list-style-type: none">○ Installation and delivery of water coolers and / or water boilers○ Planned Maintenance and Remedial works○ Reactive Maintenance○ Delivery of minor improvement works• Reactive and Preventative maintenance shall encompass all day-to-day repairs which may be out of hours, delivery, maintenance and servicing.• Installation of water dispensers, and water boilers for certain Nottingham City Council sites.• All requests for water dispensers need to be approved by the Contract Management Team.• All water units must be either floor standing or tabletop models. It is expected that no additional plumbing or electrical work shall be required to install the machines.• The supplier must provide a dedicated Contracts Manager.• The supplier must provide a monthly financial report, which should include, but not limited to; quantity of orders, locations and expenditure.

- Ad-hoc purchase and delivery of water bottles at any location, during the duration of the contract.
- The contract duration will be for 4 years with no possible extension at the Council's discretion.
- All lease agreements, regardless of installation date, will cease on the original contract end date.
- The 12 monthly rental costs will be payable annually in advance during the life of the contract.
- The Council reserves the right to add and remove buildings over the total length of the contract with no financial repercussions. Please note that the council currently has contracts in place at some locations with the incumbent until October 2026. If required the supplier will work with the incumbent supplier regarding the removal of the old water units and installation of the new water units, to provide a smooth transition with as little disruption for Nottingham City Council staff and citizens as possible.
- Supplier provides a system, training and log in details to place all orders.
- Supplier to upload invoices to the Client's Oracle system within 1 month of delivery.
- Supplier to create and maintain an asset list of all buildings, water dispensers, water coolers and water boilers, which will be provided to the Client at intervals, when requested and at the end of the contract. This asset list will be solely owned by the Client.
- The Contractor shall provide the services in accordance with the requirements and programs included within the framework agreement.
- All work shall be undertaken in accordance with the client's policies on the management of fire risk and asbestos.
- The Contractor will ensure the client always meets the statutory and legislative requirements for water dispensers and water boilers.
- The Contractor shall notify the Client of any missing or inaccurate data provided by the Client, in relation to the assets or equipment being maintained.
- The Contractor will install, maintain, deliver, service and repair water dispensers, water coolers and water boilers within the Client's asset portfolio.
- The Contractor will supply water bottles when ordered by the Client, in a timely manner.
- The Contractor will provide the relevant documents to the Client when asked.

Ordering Process

The Supplier must have an online and a user friendly ordering process in place as the primary order method and telephone line to support this. The telephone line will need to be manned between 8:30am – 5pm.

All site additions and removals must be agreed by the Contract Management Team. The Supplier must not add on or remove units from any Council Sites without written permission. The Customer will provide a list of designated officers to the successful supplier who will have the permission to place orders or report faults. However, they will not have permission to add or remove units, this permission will remain with the Contract Management Team.

It is the Customer's intension to aggregate orders across locations whenever possible.

Orders for any goods will be called off from the successful supplier, as and when required.

Delivery / Premises

The Customer requires a standard delivery lead time of between 1-3 working days for good to be delivered to the designated delivery point and 1 working day period of notice to amend, add or cancel deliveries / orders.

The Customer would also like the option for Next Business Day Delivery Service (NBD) with the cut off time as 2pm.

Deliveries will need to be onsite by 5pm for standard deliveries and for NBD unless otherwise communicated.

Nottingham City Council, Corporate and Civic Buildings and Heritage sites which may require works to be undertaken outside of normal working hours (before 9am or after 5pm) and in a specialist manner due to heritage status. The Facility Manager or Building Manager responsible for these sites must be contacted to arrange access.

City Centre Parking Permit, it will be the contractor's responsibility to apply and supply the permit. Please allow circa £350.00 for the cost of the permit. Upon successful award we will supply the contact details for applying for the permit.

Due to restrictions for the Council House, the Supplier must make delivery and vacate before 9am. This needs to be organised with the Facilities or Building Manager, prior to delivery.

The Supplier will need to inform the Customer where a delay is known or is expected. This information must be communicated to the relevant department and Contracts Manager.

The Supplier must provide delivery notes for each delivery which will include, but not limited to, official order number, name of recipient (printed), address (printed), signature, date and time.

When part delivery orders are made, items to follow must be included on an accompanying delivery note.

The Supplier shall have surplus vehicles available to cover breakdowns, in order to continue with deliveries to the Customer's establishments.

The Supplier shall have additional staff available to cover planned absences, in order not to disturb scheduled deliveries to the Customer's delivery sites.

Standards

Quality Standards

Stockholding.

The Supplier must ensure that they have procedures in place to ensure sufficient stockholding for the duration of the contract

Environmental Impact.

The Supplier should have implemented processes to help protect the environment through identifying opportunities to reduce waste and develop sustainable products.

The Supplier must provide proof of the statements held within Part B of the tender submission for Sustainability and Social Value, when requested by the Contract Management Team.

The Customer expects the Supplier to provide a 'free of charge' service for disposing and recycling products provided to the Customer where they are able.

Training.

If requested by the Customer, the Supplier must ensure they have resources in place to be able to offer free training.

Product Rationalisation.

Throughout the life of the contract, the Customer intends to review the number of lines purchased with an intention of rationalising the product numbers to make efficiency savings and help streamline the order process. Opportunities to rationalise products will be suggested by the Supplier in the Contract Management Meetings.

Technical Standards.

'Control of Substances Hazardous to Health' (COSHH) data to be provided on request on a free of charge basis.

Insurance.

The Council requires the Supplier to hold the following minimum levels of insurance for the duration of the contract;

Employer's Liability: £5,000,000 (where required by law)

Public Liability: £10,000,000 each and every claim

Professional Indemnity: £1,000,000 each and every claim

Product Liability: £1,000,000

3. SUPPLIER SOLUTION

Supplier Solution

Key Personnel of the Supplier to be involved in the provision of the Goods, Services and Deliverables

Key Personnel of the Supplier to be involved in the provision of the Goods and/or Services

Name:

Position/Job Title:

Email address:

Telephone number:

Customer Key Personnel

Name: Rifhat Perviaz

Position/Job Title: Contracts Officer

Email address: cls_cm@nottinghamcity.gov.uk

Telephone number: 0115 876 1855

4. PERFORMANCE OF THE GOODS AND/OR SERVICES AND DELIVERABLES

Customer Service and Complaints

Customer service is expected to be a fundamental element of the Supplier's infrastructure. A procedure for dealing with complains and queries relating to products and services must be in place. The Supplier must have a customer service team in place to deal with orders and queries. The customer service team must be available from 8:00am to 5:00pm Monday – Friday.

All complains, queries or requests made by the Authorities in relation to any delivery / product defects, shall be investigated by the supplier.

The Supplier shall appoint a member of their staff to act as the primary point of contact and liaison in relation to such matters. This may be the Accounts Manager or another appropriate member of the supplier's staff.

Complaints, queries and requests may be made orally or in writing. If made orally the Supplier may require them to be confirmed in writing, but their investigation shall not be contingent on, or delay by, any such confirmation.

The Supplier shall provide a written response identifying the outcome of the investigation by no later than the end of the business day, following that upon which the Authorities complaint, query or request was made. If this is genuinely not possible, within such further period of time as may be specified by the Council. The Supplier shall use all reasonable endeavours to resolve such complaints, queries and requests.

Critical Service Failure

In relation to the required water cooler and hot water units a Critical Service Failure shall include a delay in servicing the demand for the units ordered by the Customer in excess of 24 hours more than once in any three (3) Month period or more than three times in any rolling twelve (12) month period.

Monitoring and Management Information (include asset list)

The successful supplier shall nominate a dedicated Accounts Manager who shall be responsible for communication with the Authority.

The dedicated Account Manager shall attend contract review meetings. The first Contract Management Meeting shall be held between Nottingham City Council and the Supplier 1 month after the contract commencement date and then at regular intervals thereafter. Nottingham City Council reserves the right to call for meetings at any time, should any issues arise.

The Contract Management Meetings shall include, but not be limited to;

- Any updates on Nottingham City Council and the Supplier (both personnel and business),
- Sanitization plan,
- Service and maintenance call outs,
- Any issues / complaints,
- Updates on any legislation which may affect Nottingham City Council,
- To discuss all Key Performance Indicators as listed below;

Guidance contained in this document is intended for use by ESPO employees; however, it is made available to ESPO customers. ESPO customers must seek their own legal advice as to the content and drafting of this document.

Ref	Performance Indicator	Performance Bands		
KPI 1	Health & Safety	100%	95-99%	<95%
KPI 2	Response time on allocated works	100%	95%-99%	<95%
KPI 3	Contractors' ability to complete works on time	100%	95-99%	<95%
KPI 4	Client Satisfaction	8+	5-7	4 & below
KPI 5	Local Employment	70% & Over		
KPI 6	Local Spend	70% & Over		
KPI 7	Extension of Time	Data for auditing purposes only, therefore no specific expected standard. Information gathered utilised to measure Contractor's commitment to pre-agreed time scales.		

The Supplier must provide the Contract Management Team with a monthly report demonstrating how they met the Key Performance Indicators. The format will be determined during the mobilisation meeting.

The Supplier must keep an up to date asset list, to be presented at the Contract Management meetings, at the end of the contract and / or whenever requested. It is the intension of the council that all intellectual property rights provided in relation to this requirement which are written or produced on a bespoke or customised basis, including, without limitation, all future such rights when the said works are created, shall be owned by the Council and the Supplier shall ensure that it executed all documents necessary to effect such ownership.

The asset list must contain the following information (but not limited to);

- Site name,
- Site location / address,
- Site contact,
- Unit information (hot or cold water unit)
- Location of unit on site,
- Date unit was installed,
- Previous sanitization date and next sanitization date,
- Unit cost,
- Number of items ordered,
- Order date
- Totals spend this quarter & year
- Account manager information.

The format of the data will be decided during the mobilization meeting.

5. CUSTOMER RESPONSIBILITIES

Customer's Responsibilities (where appropriate)

Access to delivery sites at specified times,

Access to a Contract Management Team during working hours (Monday – Friday – 8am-4pm)

6. CHARGES AND PAYMENT

Contract Charges payable by the Customer (including any applicable discount but excluding VAT), payment profile and method of payment (e.g. BACS))

As per the tender pricing the contract is locked in for the following pricing;

- Cold water unit (bottled) – annual rent - £72.00 per unit
- Hot water unit – annual rent - £180.00 per unit
- Still water bottles – 24 x 500ml – £7.50 per case
- Cups x1000 - £11.13 per case
- Water for dispenser - £4.95 per bottle (£6.00 refundable deposit)

Invoices submitted for payment to Nottingham City Council shall be sent as PDF images by email to the following address: nccinvoices@emss.org.uk. Ensure the NCC order number is provided on the invoice.

It is the policy of the Council to make all payments to suppliers directly into their bank account using the Bankers Automated Clearing Systems (BACS).

The Council's standard payment terms are 30 days from receipt of a correctly formatted undisputed invoice. The Council expects its suppliers to apply the same payment terms to their own sub-suppliers & supply chain.

Nottingham City Council reserves the right to change the system and / or software during the contract period.

Orders will be placed by an authorised persons from an agreed template with the lead times being; unless otherwise stated or agreed;

Category		Response Timescale	Completion Timescale
1	Critical	1 hour response	4 hours completion
2	Emergency	1 day response	3 days completion
3	Urgent	2 day response	5 day completion
4	Routine	5 day response	10 day completion

Orders must be accepted and confirmed by the Supplier within the timescales above. Any orders placed and delivered with be subject to the terms and conditions set by Nottingham City Council only.

The Supplier must contact the relevant individual placing the order prior to delivery where substitutions are being made in the vent that the exact product is unavailable. Any substitutes must be of the same or better quality, for the same price.

The Supplier may be required to deal with order amendments and respond to emergency orders. As a result, appropriate mechanisms must be in place to ensure that this is possible. The Supplier is also required to have a business continuity plan to reduce the risk of any potential disruption to supply. This should cover staff leave, breakdowns and sickness.

7. CONFIDENTIAL INFORMATION

The following information shall be deemed Commercially Sensitive Information:

Asset information,

Pricing / cost during and after the lifetime of the contract.

8. AGREED AMENDMENTS TO THE CALL-OFF TERMS

The following amendments shall be deemed to be made to the Call-Off Terms:

N/A

9. PROCESSING, PERSONAL DATA AND DATA SUBJECTS

INTRODUCTION

The Supplier shall comply with any further written instructions with respect to processing by the Customer.

Any such further instructions shall be incorporated into this section 9 of the Master Contract Schedule.

10. Personal Data under the Joint Control of the Parties

The following section 10 applies to Personal Data under the Joint Control of the Parties as described in clause 16.8.15 of this Contract.

1. The Parties shall be responsible for the provision of information to Data Subjects as detailed in GDPR Article 13 (Information to be provided where personal data are collected from the data subject).
2. The Parties shall be responsible for the provision of information to Data Subjects as detailed in GDPR Article 14 (Information to be provided where personal data have not been obtained from the data subject).
3. The Parties shall be responsible for responding to any request for information from a Data Subject under GDPR Article 15 (Right of access by the data subject).
4. The Parties shall be responsible for responding to and rectifying any request for rectification from a Data Subject under GDPR Article 16 (Right to rectification).
5. The Parties shall be responsible for responding to and erasing any request for the right to erasure from a Data Subject under GDPR Article 17 (Right to erasure (right to be forgotten)).
6. The Parties shall be responsible for responding to and restricting any request for restriction of processing from a Data Subject under GDPR Article 18 (Right to restriction of processing).
7. The Parties shall be responsible for notifying any rectification or erasure of personal data or restriction of processing carried out in accordance with GDPR Articles 16, 17 and 18 to each recipient to whom the personal data have been disclosed in accordance with GPR Article 19 (Notification obligation regarding rectification or erasure of personal data or restriction of processing).
8. The Parties shall be responsible for responding to and porting any request for data portability from a Data Subject under GDPR Article 20 (Right to data portability).

9. The Parties shall be responsible for responding to and complying with any objection from a Data Subject under GDPR Article 21 (Right to object).

10. The Parties shall be responsible for ensuring a Data Subject is not subject to a decision based solely on automated processing, including profiling which causes legal effects or significant effects on the Data Subject and shall comply with GDPR Article 22 (Automated individual decision-making, including profiling).

11. The Parties shall be responsible for notifying the supervisory authority (Information Commissioners Office) and the Data Subject of any personal data breach in accordance with GDPR Article 33 (Notification of a personal data breach to the supervisory authority) and Article 34 (Communication of a personal data breach to the data subject).

12. Each Party shall maintain a record of its processing activities under its responsibility in accordance with GDPR Article 30 (Records of processing activities).

14. The Parties agree that the Customer shall be the point of contact for Data Subjects.

