

# Award Form

This Award Form creates this Contract. It summarises the main features of the procurement and includes the Buyer and the Supplier's contact details.

1.	<b>Buyer</b>	Environment Agency (the Buyer). Its offices are: Seacole Building, 2 Marsham Street, London, SW1P 4DF.
2.	<b>Supplier</b>	<p>Name: Spartan Rescue Ltd (Trading as ISAR3)</p> <p>Address: 2a Parkwood Close, Broadley Industrial Estate, Roborough, Plymouth, PL6 7SG</p> <p>Registration number: 3644523</p>
3.	<b>Contract</b>	This Contract between the Buyer and the Supplier is for the supply of Deliverables, being working in and near water training- see Schedule 2 (Specification) for full details.
4.	<b>Contract reference</b>	C27826
5.	<b>Buyer Cause</b>	Any material breach of the obligations of the Buyer or any other default, act, omission, negligence or statement of the Buyer, of its employees, servants, agents in connection with or in relation to the subject-matter of this Contract and in respect of which the Buyer is liable to the Supplier.
6.	<b>Collaborative working principles</b>	The Collaborative Working Principles do not apply to this Contract. See Clause 3.1.3 for further details.
7.	<b>Financial Transparency Objectives</b>	The Financial Transparency Objectives do not apply to this Contract. See Clause 6.3 for further details.
8.	<b>Start Date</b>	03 February 2025

9.	<b>Expiry Date</b>	02 February 2029
10.	<b>Extension Period</b>	Not applicable.
11.	<b>Ending this Contract without a reason</b>	The Buyer shall be able to terminate this Contract in accordance with Clause 14.3.
12.	<b>Incorporated Terms</b> (together these documents form the " <b>this Contract</b> ")	<p>The following documents are incorporated into this Contract. Where numbers are missing we are not using these Schedules. If there is any conflict, the following order of precedence applies:</p> <ul style="list-style-type: none"> <li>(a) This Award Form</li> <li>(b) Any Special Terms (see <b>Section 14 (Special Terms)</b> in this Award Form)</li> <li>(c) Core Terms</li> <li>(d) Schedule 36 (Intellectual Property Rights)</li> <li>(e) Schedule 1 (Definitions)</li> <li>(f) Schedule 6 (Transparency Reports)</li> <li>(g) Schedule 20 (Processing Data)</li> <li>(h) The following Schedules (in equal order of precedence):               <ul style="list-style-type: none"> <li>(i) Schedule 2 (Specification)</li> <li>(ii) Schedule 3 (Charges)</li> <li>(iii) Schedule 5 (Commercially Sensitive Information)</li> <li>(iv) Schedule 7 (Staff Transfer)</li> <li>(v) Schedule 10 (Service Levels)</li> <li>(vi) Schedule 11 (Continuous Improvement)</li> <li>(vii) Schedule 14 (Business Continuity and Disaster Recovery)</li> <li>(viii) Schedule 21 (Variation Form)</li> <li>(ix) Schedule 22 (Insurance Requirements)</li> <li>(x) Schedule 25 (Rectification Plan)</li> <li>(xi) Schedule 26 (Sustainability)</li> <li>(xii) Schedule 30 (Exit Management)</li> </ul> </li> </ul>

		<p>(xiii) Schedule 29 (Key Supplier Staff)</p> <p>(i) Schedule 4 (Tender), unless any part of the Tender offers a better commercial position for the Buyer (as decided by the Buyer, in its absolute discretion), in which case that part of the Tender will take precedence over the documents above.</p>										
13	Special Terms	<p>Special Term 1 - Break Points</p> <p>The Contract will be subject to review annually at break points in January 2026, January 2027 and January 2028, when the Buyer may decide to continue, reduce the scope or terminate the Contract.</p> <p>Special Term 2 – Course Cancellation</p> <p>The Supplier will work in partnership with the Buyer and be flexible with regards to the postponement or cancellation of courses.</p> <p>The Buyer will not pay any cancellation charges for courses cancelled up to four weeks (20 working days) before the course date and will try to reschedule any booking made.</p> <p>In the event that courses are cancelled less than four weeks before the course date, the Supplier will endeavour to reschedule the booking without the Buyer incurring any additional costs. Where this is not possible, the following cancellation fee schedule shall apply:</p> <table><tr><td>Time before course date</td><td>Percentage of course price paid</td></tr><tr><td>Between 3 - 4 weeks</td><td>10%</td></tr><tr><td>Between 2 - 3 weeks</td><td>25%</td></tr><tr><td>Between 1 - 2 weeks</td><td>50%</td></tr><tr><td>Less than 1 week</td><td>100%</td></tr></table> <p>We are a Category 1 emergency responder and the majority of the Buyer’s staff have an important role in responding to incidents. As a result, course attendance may have to be cancelled at short notice if an incident occurs. In this instance, the Buyer will not pay cancellation charges except for</p>	Time before course date	Percentage of course price paid	Between 3 - 4 weeks	10%	Between 2 - 3 weeks	25%	Between 1 - 2 weeks	50%	Less than 1 week	100%
Time before course date	Percentage of course price paid											
Between 3 - 4 weeks	10%											
Between 2 - 3 weeks	25%											
Between 1 - 2 weeks	50%											
Less than 1 week	100%											

		<p>reasonable out of pocket expenses, for example, if a trainer has set off to site and incurs non-refundable expenses for accommodation or travel.</p> <p>If the Supplier has to cancel at short notice, they will be expected to reschedule the course as soon as possible with no extra charges passed on to the Buyer.</p>
14.	<b>Buyer's Environmental Policy</b>	<p>The Environment Agency: Reaching net zero by 2030 available online at: <a href="https://www.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1000000/2023-03-27-Environment-Agency-Net-Zero-2030.pdf">The Environment Agency: Reaching net zero by 2030 (publishing.service.gov.uk)</a></p>
15.	<b>Social Value Commitment</b>	<p>The Supplier agrees, in providing the Deliverables and performing its obligations under this Contract, to deliver the Social Value outcomes in Schedule 4 (Tender) and report on the Social Value KPIs as required by Schedule 10 (Service Levels)</p>
16.	<b>Buyer's Security Requirements and Security and ICT Policy</b>	Not Used
17.	<b>Charges</b>	<p>The total fixed cost will not exceed £2,586,000.00 excluding VAT and the Supplier's cost will be as detailed in Schedule 3 (Charges) and as detailed in the Supplier's tender submission.</p> <p>Indexation is applicable as detailed in Schedule 3 (Charges) Details in Schedule 3 (Charges)</p>
18.	<b>Estimated Year 1 Charges</b>	N/A
19.	<b>Reimbursable expenses</b>	None
20.	<b>Payment method</b>	<p>The Buyer's preference is for all invoices to be sent electronically, quoting a valid Purchase Order Number (PO Number), to:</p> <p><a href="mailto:APinvoices-ENV-U@gov.sscl.com">APinvoices-ENV-U@gov.sscl.com</a></p> <p>Alternatively, you may post to:</p> <p>SSCL (Environment Agency) PO Box 797</p>

		Newport Gwent NP10 8FZ
<b>21.</b>	<b>Service Levels</b>	<p>Service Credits will accrue in accordance with Schedule 10 (Service Levels)</p> <p>The Service Credit Cap is: 10% of the annual invoice value.</p> <p>The Service Period is 48 Months.</p> <p>A Critical Service Level Failure is: 80% or lower for timeliness of delivery, 90% or lower for quality of the training delivery and 95% or lower for the reporting of incidents.</p>
<b>22.</b>	<b>Liability</b>	<p>In accordance with Clause 15.1 each Party's total aggregate liability in each Contract Year under this Contract (whether in tort, contract or otherwise) is no more than the greater of £5 million or 150% of the Estimated Yearly Charges.</p> <p>In accordance with Clause 15.5, the Supplier's total aggregate liability in each Contract Year under Clause 18.8.5 is no more than the Data Protection Liability, being £10 million.</p>
<b>23.</b>	<b>Cyber Essentials Certification</b>	Not required
<b>24.</b>	<b>Progress Meetings and Progress Reports</b>	<p>The Supplier shall attend Progress Meetings with the Buyer every quarter.</p> <p>The Supplier shall provide the Buyer with Progress Reports every quarter.</p>
<b>25.</b>	<b>Guarantor</b>	Not applicable
<b>26.</b>	<b>Virtual Library</b>	Not applicable
<b>27.</b>	<b>Supplier's Contract Manager</b>	<div>██████████</div> <div>██████████████████</div> <div>██████████████████████</div> <div>██████████</div>

<b>28.</b>	<b>Supplier Authorised Representative</b>	<div>██████████</div> <div>██████████████████</div> <div>██████████████████</div> <div>██████████</div>
<b>29.</b>	<b>Supplier Compliance Officer</b>	N/A
<b>30.</b>	<b>Supplier Data Protection Officer</b>	<div>██████████</div> <div>██████████████████</div> <div>██████████████████</div> <div>██████████</div>
<b>31.</b>	<b>Supplier Marketing Contact</b>	N/A
<b>32.</b>	<b>Key Subcontractors</b>	N/A
<b>33.</b>	<b>Buyer Authorised Representative</b>	<div>██████████</div> <div>██████████████████</div> <div>██</div> <div>██████████</div>

