



Department
for Environment
Food & Rural Affairs

[REDACTED]
Lister Wilder Limited
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Our ref: [REDACTED]
Date: 11 November 2024

Dear Sir,

Award of Contract for the supply of G53 Ride on Mowers on behalf of Defra Group

Following your tender for the supply of G53 Ride on Mowers to Defra Group for the Environment Agency, we are pleased to award this contract to you.

This letter (Award Letter) and its Annexes set out the terms of the Agreement between Environment Agency as the Authority and Lister Wilder Ltd as the Supplier for the provision of the Goods. Unless the context otherwise requires, capitalised expressions used in this Award Letter have the same meanings as in the terms and conditions of contract set out in Annex 1 to this Award Letter (the “**Conditions**”). In the event of any conflict between this Award Letter and the Conditions, this Award Letter shall prevail. Please do not attach any Supplier terms and conditions to this Award Letter as they will not be accepted by the Authority and may delay conclusion of the Agreement.

For the purposes of the Agreement, the Authority and the Supplier agree as follows:

1. **Contract Start Date:** 18th November 2024
2. **Initial Contract Expiry Date:** 17th November 2026
3. **Maximum Expiry Date (Include extension):** 17th November 2028
4. **Contract Value:** Initial Order: [REDACTED]; Maximum Allowable of £15,000,000.00
5. The Goods shall be Delivered in accordance with the following instructions:

Delivery Address

Refer to the Delivery Locations in Annex 2.1 (page 44-45) of this document.

Date of Delivery

Within 12 weeks from the date of order.

Packaging Instructions:

To be confirmed with receiver.

Additional Delivery Instructions: To be confirmed with receiver.

6. The specification of the Goods is set out in Annex 2.
7. The charges for the Goods to be Delivered is set out in Annex 3.
8. The Supplier's Tender Response is set out in Annex 4.
9. The address for notices of the Parties are:

Authority	Supplier
Environment Agency (DGFS) Main Contact: [REDACTED] [REDACTED] [REDACTED] Secondary Contact: [REDACTED] Email: [REDACTED] [REDACTED]	Lister Wilder Limited [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] Attention: [REDACTED] Email: [REDACTED]

10. The Authority may require the Supplier to ensure that any person employed in the supply of the Goods has undertaken a Disclosure and Barring Service check. The Supplier shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Agreement, relevant to the work of the Authority, or is of a type otherwise advised by the Authority (each such conviction a "**Relevant Conviction**"), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the supply of the Goods.

Payment

Our preference is for all invoices to be sent electronically, quoting a valid purchase order number (PO Number), to [REDACTED]

To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Authority contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment. If you have a query regarding an outstanding payment, please contact our Accounts Payable section either by email to [REDACTED]

Liaison

For general liaison your contact will continue to be [REDACTED]
[REDACTED] or, in their absence, [REDACTED]

We thank you for your co-operation to date and look forward to forging a successful working relationship resulting in a smooth and successful supply of the Goods. The Authority would be grateful if you could arrange the contract to be executed, by way of electronic signature, on behalf of **Lister Wilder Limited** and within 7 days.

Yours faithfully,

Execution of this award notification letter is carried out in accordance with EU Directive 99/93 (Community framework for electronic signatures) and the Electronic Communications Act 2000. The Contract will be formed on the date on which both Parties communicate acceptance of its terms on the Authority’s eSourcing System.

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Signed for and on behalf of the Authority	Signed for and on behalf of the Supplier
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[REDACTED]

We accept the terms set out in this Award Letter and the annexed Conditions.

Annex 1: Conditions of Contract

NEPO & TPPL GROUNDS MAINTENANCE EQUIPMENT & PLANT FRAMEWORK AGREEMENT NEPO214

SCHEDULE 3

Terms and Conditions of Contract for Purchase (Call-Off Contract – Purchase: Lot 1)

1. “Parties” to this agreement:

1.1. Environment Agency, [REDACTED] (“Customer”)

And;

1.2. Lister Wilder Limited, [REDACTED]
[REDACTED] (“Supplier”)

2. Definitions

In these terms and conditions:

“Agreement”	means this call-off contract under the Framework between the Customer and the Supplier constituted by the Supplier’s acceptance of any Purchase Order issued by the Customer and includes the Purchase Order in its entirety;
“Commencement Date”	Means the commencement or start of this Agreement for the supply of Equipment by the Supplier to the Customer. The commencement date is 18 th November 2024. The initial contract terms shall be of 2 years expiring on 17 th November 2026 and with a potential of 2 years extension period expiring on 17 th November 2028;
“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;
“Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Office”	have the meaning given in the UK GDPR;
“Customer”	means the organisation identified as the Customer in 1.1. A Customer must

	be a member of The Procurement Partnership Limited's buying club;
"Data Loss Event"	means any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach;
"Data Protection Impact Assessment"	means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
"Data Subject Access Request"	means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"Date of Delivery"	means the date and time by which the Equipment must be Delivered to the Customer, as specified in the Purchase Order;
"Deliver"	means the handover of Equipment to the Customer at the location and on the date and time specified in the Purchase Order. This may also be used in the context of the Customer collecting from the Supplier's location (if applicable). This shall include unloading and any other specific handover arrangements agreed in accordance within a Purchase Order. Delivered and Delivery shall be construed accordingly;
"DPA"	means the Data Protection Act 2018 or any superseding Legislation;
"Equipment"	means grounds maintenance equipment, plant and handheld tools including electrical and mechanical items. It also means all other associated miscellaneous machinery, extra products, activities and services including spare parts/maintenance that are likely and reasonable to be required by Members or Contracting Authorities under a Call-off Contract pursuant to the nature of this Agreement;
"FOIA"	means the Freedom of Information Act 2000;
"Framework"	means the overarching NEPO and The Procurement Partnership framework agreement (Find a Tender Service Contract Notice reference 2021/S 214) for supply of Grounds Maintenance and Plant Equipment under which this Agreement is awarded;
"Information"	has the meaning given under section 84 of the FOIA;

“Information Commissioner’s Office”	means the United Kingdom’s independent authority set up to uphold information rights in the public interest, promoting openness by public bodies and data privacy for individuals (https://ico.org.uk/);
“Intellectual Property Rights”	means <ul style="list-style-type: none"> a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in Internet domain names and website addresses and other rights in trade names, designs, know-how, trade secrets and other rights in Confidential Information; b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and c) all other rights having equivalent or similar effect in any country or jurisdiction;
“LED”	means the Law Enforcement Directive (Directive (EU) 2016/680);
“Mini-Competition”	means the process of reopening competition under the Framework for the purpose of identifying a Supplier with whom a Purchase Order is to be placed;
“Party”	means the Supplier or the Customer (as appropriate) and “Parties” shall mean both of them;
“PCR 2015”	means the Public Contracts Regulations 2015 (as amended);
“Price”	means the cost of Purchase for Equipment from the Supplier, identifiable from the Framework or through Mini-Competition;
“Protective Measures”	means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;
“Purchase”	means the Purchase of Equipment and any ancillary service from the Supplier;

<p>“Purchase Order”</p>	<p>means a Customer’s notification to the Supplier of an order for the Purchase of Equipment. This may be issued by phone, email, facsimile or electronically via a system(s) based interface, this may be a bespoke web-based solution. For the purposes of this Agreement a Purchase Order shall include:</p> <ul style="list-style-type: none"> a) Customer details, including name, registered address and full contact details b) The required Delivery location; c) The date and time required for Delivery; d) The agreed invoicing schedule; e) The Equipment required and the volume. <p>The Purchase Order may include:</p> <ul style="list-style-type: none"> f) A Purchase Order Number or other unique customer reference; g) Any additional specification(s) or requirement(s) that the Customer may reasonably require from the Supplier pursuant to this Agreement; h) A long-term commitment to purchase Equipment, e.g. for 12 months or longer; <p>Any other necessary information, including additional terms and conditions supplementary to this Agreement;</p>
<p>“Purchase Order Number”</p>	<p>means the Customer’s unique number relating to an order for Equipment to be supplied by the Supplier to the Customer in accordance with the terms of this Agreement;</p>
<p>“Request for Information”</p>	<p>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);</p>
<p>“Service Level”</p>	<p>means any minimum expected Service Levels associated with the supply of Equipment identified by the Customer;</p>
<p>“Staff”</p>	<p>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;</p>
<p>“Staff Vetting Procedures”</p>	<p>means vetting procedures that accord with good industry practice or, where applicable, the Customer’s procedures for the vetting of personnel as provided by the Supplier from time to time;</p>

“Sub-processor”	means any third Party appointed to process Personal Data on behalf of the Supplier related to this Agreement;
“Supplier”	means the person named as Supplier in clause 1.2 of this Agreement;
“UK GDPR”	means the retained UK Law version of the General Data Protection Regulation as set out in Regulation (EC) 2016/679 brought into effect by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (SI: 2019 419).
“VAT”	means value added tax in accordance with the provisions of the Value Added Tax Act 1994;
“Working Day”	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

3. Interpretation

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

- 3.1.1. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person’s personal representatives, successors or permitted assigns.
- 3.1.2. A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 3.1.3. A reference to a party shall be to a party to this Agreement and the expression parties shall be construed accordingly.
- 3.1.4. Words in the singular shall include the plural and vice versa.
- 3.1.5. A reference to one gender shall include a reference to the other genders.
- 3.1.6. A reference to any statute, statutory provision, subordinate legislation, code or guideline ("legislation") shall, unless the context otherwise requires, be construed as a reference to such legislation as the same may from time to time be amended, consolidated, modified, extended, re-enacted, replaced, superseded or substituted.
- 3.1.7. A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 3.1.8. A reference to writing or written includes e-mail.
- 3.1.9. A reference to a clause in any Part shall, unless otherwise expressly provided, be to a clause within that Part.
- 3.1.10. Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

4. Duration

- 4.1. This Agreement begins on the Commencement Date and will continue for a period of 48 months, or until all Equipment is Delivered, unless otherwise terminated in accordance with the terms of this Agreement, specifically Clause 21.

5. Basis of Agreement

- 5.1. The Purchase Order constitutes an offer by the Customer to Purchase the Equipment subject to and in accordance with the terms and conditions of this Agreement, the Purchase Order and the Framework.
- 5.2. The Customer in accessing the Framework to place a Purchase Order acknowledges their responsibility to ensure no breach of PCR 2015 or any other relevant statutory obligations.
- 5.3. The Customer by issuing a Purchase Order pursuant to this Agreement agrees that should the Customer breach PCR 2015 or any other statutory obligations, whether by intent or otherwise, the Framework and any parties associated with it shall not be held accountable, responsible or liable in any way.
- 5.4. The offer comprised in the Purchase Order shall be deemed to be accepted by the Supplier on receipt by the Customer from the Supplier written notification of acceptance within two (2) working days of the date of the Purchase Order.
- 5.5. In the event of a conflict or any inconsistency in the terms and conditions of this Agreement, the following order of precedence shall apply:
 - 5.5.1. Main body (clauses 1 to 28) and any Annexes or Schedules associated of this Agreement;
 - 5.5.2. The Framework;
 - 5.5.3. For the avoidance of doubt any terms and conditions of sale issued by the Supplier shall not be applicable.

6. Purchase of Equipment

- 6.1. In consideration of the Customer's agreement to pay the Price, the Supplier shall Deliver the Equipment to the Customer subject to and in accordance with the terms and conditions of the Agreement.
- 6.2. In Delivering the Equipment, the Supplier shall co-operate with the Customer in all matters relating to the supply of the Equipment and comply with all reasonable Customer instructions.
- 6.3. The Supplier shall provide the Equipment in accordance with the Purchase Order. The Supplier warrants, represents, undertakes and guarantees that the Equipment supplied under the Agreement shall:
 - 6.3.1. be free from defects (manifest or latent), in materials and workmanship and remain so for a reasonable duration of use;
 - 6.3.2. be fit for any purpose held out by the Supplier or made known to the Supplier by the Customer expressly or by implication, and in this respect the Customer relies on the Supplier's skill and judgement; and
 - 6.3.3. and the Supplier itself shall, comply with all applicable laws.

7. Customer Responsibilities

- 7.1. The Customer must inspect upon Delivery, the Equipment and any accessories provided, before accepting the Equipment. If the condition of the Equipment does not meet agreed standards the Supplier must be immediately notified.

- 7.2. If the Supplier has agreed to Deliver the Equipment at an address provided by the Customer, the Customer will be responsible for the Equipment from the time the Supplier Delivers the Equipment, following any agreed inspections.

8. Price, Payment and Recovery of Sums Due

- 8.1. The Price for Equipment shall be as set out in the Purchase Order and shall be the full and exclusive remuneration of the Supplier in respect of the Purchase of Equipment.
- 8.2. Unless otherwise agreed in writing by the Customer, the Price shall be calculated in accordance with the Framework or the result of a Mini-Competition conducted under the Framework.
- 8.3. Pricing for Equipment under this Agreement may only vary in accordance with any terms covering price variation stated on the Purchase Order or Mini-Competition documentation.
- 8.3.1. For the avoidance of doubt if the Purchase Order, and/or any Mini-Competition documents are silent on the matters of price variation then the Price shall not be amended or varied by any terms issued by the Supplier unless agreed by the Customer in writing.
- 8.4. All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Customer shall, following the receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Equipment Purchased.
- 8.5. The Supplier shall invoice the Customer on the basis agreed in the Purchase Order. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including the relevant Purchase Order Number (if applicable) and a breakdown of the Equipment Purchased in the invoice period.
- 8.6. The Customer shall pay the Supplier the invoiced amounts no later than 30 days after verifying that the invoice is valid and undisputed and, if necessary, includes a valid Purchase Order Number.
- 8.7. If the Customer fails to consider and verify an invoice in a timely fashion the invoice shall be regarded as valid and undisputed for the purpose of paragraph 8.6 after a reasonable time has passed.
- 8.8. If there is a dispute between the Parties as to the amount invoiced, the Customer shall pay the undisputed amount. The Supplier shall not suspend the supply of Equipment unless the Supplier is entitled to terminate the Agreement for a failure to pay undisputed sums in accordance with clause 21. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 25.
- 8.9. If a payment of an undisputed amount is not made by the Customer by the due date, then the Customer shall pay the Supplier interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.
- 8.10. Where the Supplier enters into a sub-contract, the Supplier shall include in that sub-contract:
- 8.10.1. provisions having the same effects as clauses 8.5 to 8.9 of this Agreement; and
- 8.10.2. a provision requiring the counterparty to that sub-contract to include in any sub-contract which it awards provisions having the same effects as 8.5 to 8.10 of this Agreement.
- 8.10.3. In this clause 8.10, "sub-contract" means a contract between two or more suppliers, at any stage of remoteness from the Customer 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.

9. Cancellation

9.1. The Customer shall have the right to cancel a Purchase Order for Equipment, or any part of a Purchase Order which have not yet been Delivered to the Customer. The cancellation shall be made in writing. Without prejudice to the generality of the foregoing, the Customer shall pay such Price or that part of the Price for Equipment which have been Delivered to the Customer or, on the deemed date of service of the notice of cancellation, are already in transit and the reasonable costs the Supplier has incurred to fulfil the Purchase Order.

9.1.1. For the avoidance of doubt the Customer shall not be liable for any loss of anticipated profits or any consequential loss.

10. Delivery

10.1. The Supplier shall Deliver the Equipment to the Customer on or by the Date of Delivery. Unless otherwise agreed in writing by the Customer, Delivery shall be on the date and time to the address specified in the Purchase Order. Delivery of the Equipment shall be completed once the completion of Delivery (including any unloading required) at the stated address has taken place and the Customer has signed for the Delivery following handover and inspection.

10.2. Any access to the Customer's premises and any labour and equipment that may be provided by the Customer in connection with Delivery of the Equipment shall be provided without acceptance by the Customer of any liability in respect of any actions, claims, costs and expenses incurred by the Supplier or other third parties for any loss of damages to the extent that such loss or damage is not attributable to the negligence or other wrongful act of the Customer or its servant or agent. The Supplier shall indemnify the Customer in respect of any actions, suits, claims, demands, losses, charges, costs and expenses, which the Customer may suffer or incur as a result of or in connection with any damage or injury (whether fatal or otherwise) occurring in the course of Delivery to the extent that any such damage or injury is attributable to any act or omission of the Supplier or any of their sub-contractors.

10.3. Delivery of Equipment shall be accompanied by a delivery or collection note which shows the Purchase Order Number (if applicable) and the type and quantity of the Equipment and, in the case of part Delivery, the outstanding balance remaining to be Delivered.

10.4. Unless otherwise stipulated by the Customer in the Purchase Order, Deliveries shall only be accepted by the Customer on Working Days and during normal business hours.

10.5. Where (i) the Supplier fails to Deliver the Equipment or part of the Equipment or (ii) the Equipment or part of the Equipment do not comply with the requirements of the Purchase Order, then without limiting any of its other rights or remedies implied by statute or common law, the Customer shall be entitled:

10.5.1. request the Supplier, free of charge, to deliver suitable substitute Equipment within the timescales specified by the Customer;

10.5.2. to require the Supplier, replace the rejected Equipment, or to provide a full refund of the price of the rejected Equipment (if paid);

10.5.3. to reject the Equipment (in whole or part) and return them to the Supplier at the Supplier's own risk and expense and the Customer shall be entitled to a full refund on those Equipment duly returned;

10.5.4. to Purchase the same or similar Equipment from another supplier and to recover any reasonable expenses incurred in respect of Purchasing the Equipment from another supplier

which shall include but not be limited to administration costs, chargeable staff time and extra delivery costs.

11. Ownership and Risk

- 11.1. The Supplier warrants that at the Date of Delivery of any Equipment it shall have full and unrestricted right, power and authority to supply and deliver the Equipment to the Customer.
- 11.2. Subject to Clause 11.3, risk in the Equipment shall, without prejudice to any other rights or remedies of the Customer, pass to the Customer at the time of Delivery following inspection and acceptance by the Customer.
 - 11.2.1. Risk in the Equipment shall remain with the Supplier at all times until Delivery is accepted by the Customer. This includes any occasions when the Equipment is with an agreed third-party or sub-contractor.
- 11.3. Ownership in the Equipment shall, without prejudice to any other rights or remedies of the Customer, pass to the Customer at the time of final payment.

12. Staff

- 12.1. If the Customer 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:
 - 12.1.1. refuse admission to the relevant person(s) to the Customer's premises;
 - 12.1.2. direct the Supplier to end the involvement in the supply of Equipment of the relevant person(s); and/or
 - 12.1.3. 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 Customer to the person removed is surrendered,and the Supplier shall comply with any such notice.
- 12.2. The Supplier shall:
 - 12.2.1. ensure, that if requested, it will comply with the Customer's Staff Vetting Procedures as supplied from time to time; and
 - 12.2.2. procure that all Staff comply with any rules, regulations and requirements reasonably specified by the Customer.

13. Assignment and Sub-Contracting

- 13.1. The Supplier shall not without the written consent, which may not be unreasonably withheld, of the Customer 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 Customer 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.
- 13.2. Where the Customer has consented to the placing of sub-contracts, the Supplier shall, at the request of the Customer, send copies of each sub-contract, to the Customer as soon as is reasonably practicable.
- 13.3. The Customer may nominate preferred sub-contractors for use by the Supplier, the Supplier may not unreasonably refuse to use any such nominated sub-contractor. The Supplier shall be

responsible for the acts and omissions of nominated sub-contractors as though those acts and omissions were its own.

13.3.1. Liability for Equipment remains the responsibility of the Supplier until Delivery, regardless of whether any sub-contractors are nominated by the Customer and Equipment is transferred to the nominated sub-contractor for works. This is unless agreed otherwise in writing between the Supplier and any sub-contractor, but at no point will the Customer have any liability for Equipment that have not been Delivered.

13.4. The Customer 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.

14. Intellectual Property Rights and Indemnity

14.1. No Party to this Agreement shall acquire any right, title or interest in or to the Intellectual Property Rights of the other Party.

14.2. The Supplier shall indemnify, and keep indemnified, the Customer in full against all cost, 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 Customer as a result of or in connection with any claim made against the Customer for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the Purchase or use of Equipment, to the extent that the claim is attributable to the acts or omission of the Supplier or any Staff.

14.3. The Customer shall promptly notify the Supplier of any infringement claim made against it relating to any Equipment and, subject to any statutory obligation requiring the Customer to respond, shall permit the Supplier to have the right, at its sole discretion to assume, defend, settle or otherwise dispose of such claim. The Customer shall give the Supplier such assistance as it may reasonably require to dispose of the claim and shall not make any statement which might be prejudicial to the settlement or defence of the claim.

15. Governance and Records

15.1. The Supplier shall if required by the Customer:

15.1.1. attend progress meetings with the Customer at the frequency and times specified by the Customer and shall ensure that its representatives are suitably qualified to attend such meetings; and

15.1.2. submit progress reports to the Customer at the times and in the format specified by the Customer.

15.1.3. The Supplier shall keep and maintain until seven (7) 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 Equipment Purchased under it, and all payments made by the Customer. The Supplier shall on request afford the Customer or the Customer's representatives such access to those records as may be reasonably requested by the Customer in connection with the Agreement.

16. Confidentiality, Transparency and Publicity

16.1.1. Subject to clause 16.2, each Party shall:

16.1.2. 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

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

16.2. Notwithstanding clause 16.1, a Party may disclose Confidential Information which it receives from the other Party:

16.2.1. where disclosure is required by applicable law or by a court of competent jurisdiction;

16.2.2. to its auditors or for the purposes of regulatory requirements;

16.2.3. on a confidential basis, to its professional advisers;

16.2.4. 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;

16.2.5. 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 16.2.5 shall observe the Supplier's confidentiality obligations under the Agreement; and

16.2.6. where the receiving Party is the Customer:

- (a) on a confidential basis to the employees, agents, consultants and contractors of the Customer;
- (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 Customer transfers or proposes to transfer all or any part of its business;
- (c) to the extent that the Customer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or
- (d) in accordance with clause 17.

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 Customer under this clause 16.

16.3. 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 Customer to publish the 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 Customer 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.

16.4. 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 Customer.

16.5. In order to comply with the Government's policy on transparency in the areas of contracts and procurement the Customer is required to publish information on its website detailing any item of expenditure over £500 and any contract with a value that exceeds £5,000. The information

published will include the Supplier's details and the Price to be paid. The parties acknowledge that this information is not Confidential Information or commercially sensitive.

17. Freedom of Information

- 17.1. The Supplier acknowledges that the Customer is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and shall:
- 17.1.1. provide all necessary assistance and cooperation as reasonably requested by the Customer to enable the Customer to comply with its obligations under the FOIA and the Environmental Information Regulations 2004;
 - 17.1.2. transfer to the Customer all Requests for Information relating to the Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
 - 17.1.3. provide the Customer with a copy of all Information belonging to the Customer requested in the Request for Information which is in its possession or control in the form that the Customer requires within 5 Working Days (or such other period as the Customer may reasonably specify) of the Customer's request for such Information; and
 - 17.1.4. not respond directly to a Request for Information unless authorised in writing to do so by the Customer.
- 17.2. The Supplier acknowledges that the Customer may be required under the FOIA and the Environmental Information Regulations 2004 to disclose Information concerning the Supplier or the Equipment (including commercially sensitive information) without consulting or obtaining consent from the Supplier. In these circumstances the Customer 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
- 17.3. Notwithstanding any other provision in the Agreement, the Customer shall be responsible for determining in its absolute discretion whether any Information relating to the Supplier or the Equipment is exempt from disclosure in accordance with the FOIA and/or the Environmental Information Regulations 2004.

18. Protection and Security of Data

- 18.1. The Parties shall each share and Process the Relevant Personal Data under this Agreement. The Parties acknowledge that the factual arrangement between them dictates the classification of each Party in respect of the Data Protection Legislation. The Parties anticipate and agree that each Party shall:
- 18.1.1. act as a controller in respect of the Relevant Personal Data
 - 18.1.2. process that data to the extent necessary for their own legitimate purposes (whether or not such purposes are within the scope of this Agreement);
 - 18.1.3. be individual controller in respect of the Relevant Personal Data and therefore Article 26 of the UK GDPR does not apply to the Parties' activities under this Agreement.
- 18.2. Each of the Parties acknowledges and agrees that:
- 18.2.1. it shall process the Relevant Personal Data in accordance with Annex 1 (Data Processing Particulars): and
 - 18.2.2. Annex 1 is an accurate description of the Data Processing Particulars; and

- 18.2.3. where a Party is acting as controller in relation to its activities under this Agreement, it shall comply with its obligations under the Data Protection Legislation; and
- 18.2.4. where either Party collects personal data, which it subsequently transfers to the other Party for the purpose of providing, or enabling the provision of, the Services, it shall:
- 18.2.5. ensure that it is not subject to any prohibition or restriction which would:
- 18.2.5.1. prevent or restrict it from disclosing or transferring the Relevant Personal Data to the other Party, as required under this Agreement; or
 - 18.2.5.2. prevent or restrict the other Party from processing the Relevant Personal Data for the Permitted Purposes; and
 - 18.2.5.3. ensure that all fair processing notices have been given (and/ or, as applicable, valid consents obtained that have not been withdrawn) and are sufficient in scope and kept up-to-date in order to meet the Transparency Requirements to enable the other Party to Process the Relevant Personal Data in order to obtain the benefit of its rights, and to fulfil its obligations, under this Agreement in accordance with the Data Protection Legislation; and;
- 18.2.6. ensure that the Relevant Personal Data are:
- 18.2.6.1. adequate, relevant and limited to what is necessary in relation to the Permitted Purposes; and
 - 18.2.6.2. accurate and, where necessary, up to date; having taken every reasonable step to ensure that any inaccurate Relevant Personal Data, (having regard to the Permitted Purposes), has been erased or rectified.
- 18.3. Both parties agree to register and maintain a registration with the Information Commissioner's Office.
- 18.4. Each Party shall not, by its acts or omissions, knowingly cause the other Party to breach its respective obligations under the Data Protection Legislation.
- 18.5. Each Party shall notify the other Party of any subject access requests relating to the right to be forgotten and any links or copies of such data which should be erased in order that the other Party may comply with its obligations under Article 17(2) of the UK GDPR.
- 18.6. Customer acknowledges and agrees that the Supplier may transfer Relevant Personal Data to a third without its prior consent on the basis that the Supplier has in place a mechanism which ensures an adequate level of protection for such transfer, in accordance with the Data Protection Legislation.
- 18.7. Nothing in this Agreement shall:
- 18.7.1. preclude either Party from Processing the Relevant Personal Data for their own legitimate purposes to the extent that each Party is legally entitled to do so in accordance with the Data Protection Legislation; or
 - 18.7.2. confer on either Party any right to Process the Relevant Personal Data for purposes which are outside the Permitted Purposes.
- 18.8. The Parties each accept responsibility for their own acts in procuring or processing for any purpose any additional personal data or sensitive personal data outside the scope of the Relevant Personal Data directly from Eligible Renter's or Authorised Driver's following termination of this Agreement.

- 18.9. Neither Party shall retain or Process the Relevant Personal Data for longer than is necessary to carry out the Permitted Purposes.
- 18.10. Notwithstanding Clause 18.9, the Parties shall continue to retain the Relevant Personal Data in accordance with any statutory or professional retention periods applicable in their respective industries.
- 18.11. Each Party shall notify the other without undue delay, following its receipt of any Data Subject Request or correspondence from the Information Commissioner's Office, which relates directly the Processing of the Relevant Personal Data under this Agreement or to either Party's compliance with the Data Protection Legislation, and together with such notices, shall provide a copy of such Data Subject Request or Regulatory Body Correspondence and reasonable details of circumstances giving rise to it. In addition to providing the notice referred to in this Clause 18.12, each Party shall provide the other Party with all reasonable co-operation and assistance required by the other Party in relation to any such Data Subject Request or communication (whether written or verbal) with any Regulatory Body.
- 18.12. In respect of any actual Personal Data Breach related to the Services, each party shall notify the other Party of the Personal Data Breach without undue delay by email of becoming aware of a Personal Data Breach which is likely to have an impact on the other Party's business or Customers and each Party will provide reasonable assistance to the other to enable the parties to fulfil their respective obligations under Data Protection Legislation and to effectively communicate with the relevant Data Subjects and supervisory or regulatory authority.
- 18.13. All Relevant Personal Data shall be stored and retained in accordance with Supplier's privacy policy, accessible upon request from the Supplier.

19. Liability and Insurance

- 19.1. The Supplier shall not be responsible for any injury, loss, damage, cost or expense suffered by the Customer if and to the extent that it is caused by the negligence or wilful misconduct of the Customer or by breach by the Customer of its obligations under the Agreement.
- 19.2. Subject always to clause 19.3
- 19.2.1. the aggregate liability of the Supplier in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply the Equipment, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to £1,000,000; and
- 19.2.2. except in the case of claims arising under clauses 14.2 and 24.3, in no event shall either Party be liable to the other Party for any:
- (a) loss of profits;
 - (b) loss of business;
 - (c) loss of revenue;
 - (d) loss of or damage to goodwill;
 - (e) loss of savings (whether anticipated or otherwise); and/or
 - (f) any indirect, special or consequential loss or damage.
- 19.3. Nothing in the Agreement shall be construed to limit or exclude either Party's liability for:
- 19.3.1. death or personal injury caused by its negligence or that of its Staff;
- 19.3.2. fraud or fraudulent misrepresentation by it or that of its Staff;

19.3.3. breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or

19.3.4. any other matter which, by law, may not be excluded or limited.

19.4. The Supplier's liability under the indemnity in clauses 14.2 and 24.3 shall be unlimited.

19.5. The Supplier shall at its own cost take out and maintain throughout the Agreement with a reputable insurance company or companies the following policies of insurance; or ensure and be able to upon request from the Customer demonstrate it has the necessary assets and suitable provisions within their accounts to self-insure to the levels required by this Agreement:

19.5.1. Employers liability insurance in accordance with the Employer's Liability (Compulsory Insurance Act) 1969 with a limit of indemnity of not less than ten million pounds (£10,000,000) per claim or series of claims arising out of any one incident;

19.5.2. Public liability with a limit of indemnity of not less than ten million pounds (£10,000,000) per claim or series of claims arising from one event;

19.5.3. Product liability with a limit of indemnity of not less than five million pounds (£5,000,000) per claim or series of claims arising from one event.

20. Force Majeure

20.1. If either Party is unable to perform any obligation under this Agreement because of an event of Force Majeure which is both beyond that Party's control and is such that the Party with the application of all due diligence and foresight could not prevent which causes the cessation of or a substantial interference with the performance of the Agreement, the duty of the Party to perform the relevant obligation shall be suspended until such circumstances have ceased.

20.2. For the purposes of this Clause 20 the circumstances below are events of Force Majeure:

20.2.1. explosion;

20.2.2. war;

20.2.3. civil disorder;

20.2.4. fire or flood;

20.2.5. actual or threatened terrorist attack;

20.2.6. acts or legislation passed by Central Government that may impact the validity of any aspect of this Agreement;

20.2.7. exceptionally adverse weather conditions;

20.2.8. strike or lockout;

20.2.9. Act of God; or

20.2.10. Pandemic/epidemic.

21. Termination

21.1. The Customer reserves the right to terminate this Agreement immediately in the following circumstances:

21.1.1. the Supplier commits a material breach and/or persistent repeated breaches of any clause of this Agreement and, if such breach is or are remediable, fails to provide remedy within a period of ten (10) Working Days after being notified in writing to do so; or

21.1.2. The Customer becomes aware of a serious infringement of the obligations under PCR 2015, in particular:

21.1.2.1. This Agreement has been awarded following a substantial modification from the nature and intent of the Framework, to the extent that a new procurement procedure should have been conducted;

21.1.2.2. The Supplier has, at the time of award of this Agreement been in one of the situations referred to in the PCR 2015 regulation 57 and should have therefore been excluded from being awarded this Agreement, unless suitable evidence was provided in accordance with 'self-cleaning' (regulation 57 clauses 13 – 17)

21.1.3. the Supplier makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986) or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or

21.1.4. an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Supplier; or

21.1.5. the Supplier ceases, or threatens to cease, to carry on business; or

21.1.6. the Customer reasonably apprehends that any of the events in Clauses 21.1.3 to 21.1.5 inclusive is about to occur in relation to the Supplier and notifies the Supplier accordingly; or

21.1.7. the Supplier or any of its employees shall have offered, or given, or agreed to give to any person or have solicited or accepted from any person any gift, consideration, inducement or reward of any kind, for doing or not doing any action in relation to this Agreement or to any other contract with the Customer; or

21.1.8. the Supplier or any of its employees shall have committed any offence under the Bribery Act 2010.

21.2. Either the Customer or the Supplier may terminate this Agreement without reason at any time provided at least twenty (20) Working Days notice is given.

22. Consequences Of Termination

22.1. Termination shall be without prejudice to the rights and remedies of the Supplier and the Customer accrued before such termination and nothing in this Agreement shall prejudice the right of either Party to recover any amount outstanding as at the date of such termination.

22.2. All provisions of this Agreement which are expressed to survive termination or expiry of this Agreement shall continue in force and effect in accordance with their terms.

22.3. Subject as otherwise provided in the Agreement neither Party shall have any further obligation to the other under the Agreement.

22.4. Notwithstanding the service of a notice to terminate the Agreement, the Supplier shall continue to fulfil its obligations under the Agreement until the date of termination or expiry of the Agreement or such other date as required.

23. Compliance

23.1. The Supplier shall promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement. The Customer shall promptly notify the Supplier of any health and safety hazards which may exist or arise at the Customer's premises and which may affect the Supplier in the performance of its obligations under the Agreement.

23.2. The Supplier shall:

- 23.2.1. comply shall comply with all applicable health and safety Legislation in force;
- 23.2.2. comply with the reasonable requirements of the Customer's security arrangements;
- 23.2.3. comply with all the Customer's health and safety measures;
- 23.2.4. notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Agreement on the Customer's premises where that incident causes any personal injury or damage to property which could give rise to personal injury;
- 23.2.5. perform its obligations under the Agreement in accordance with all applicable equality Law and the Customer's equality and diversity policy as provided to the Supplier from time to time;
- 23.2.6. take all reasonable steps to secure the observance of clause 23.2.5 by all Staff; and
- 23.2.7. provide Equipment in accordance with the Customer's environmental policy as provided from time to time.

23.3. The Equipment are to be provided in accordance with any instructions specified in the Purchase Order and in compliance with any and all relevant statutory requirements. The Supplier shall indemnify the Customer against all actions, suits, claims, demands, losses, charges, costs and expenses which the Customer may suffer or incur as a result of, or in connection with, any breach of this clause 23.

24. Prevention of Fraud and Corruption

- 24.1. 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.
- 24.2. The Supplier shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Staff and the Supplier (including its shareholders, members and directors) in connection with the Agreement and shall notify the Customer immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.
- 24.3. If the Supplier or the Staff engages in conduct prohibited by clause 24.1 or commits fraud in relation to the Agreement or any other contract under the Framework (including the Customer) the Customer may:
 - 24.3.1. terminate the Agreement and recover from the Supplier the amount of any loss suffered by the Customer resulting from the termination, including the cost reasonably incurred by the Customer of making other arrangements for the supply of Equipment and any additional expenditure incurred by the Customer throughout the remainder of the Agreement; or
 - 24.3.2. recover in full from the Supplier any other loss sustained by the Customer in consequence of any breach of this clause.

25. Dispute Resolution

- 25.1. If there is a dispute between the Parties concerning the interpretation or operation of this Agreement it shall be referred to a senior officer of the Customer and a senior representative of the Supplier for resolution.
- 25.2. If any dispute is not resolved within twenty (20) Working Days of the referral under Clause 25.1 (or such longer period as the Customer and the Supplier may agree), then the Parties may attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution

("CEDR") Model Mediation Procedure 2001 (the "model Procedure") or such later edition as may be in force from time to time.

- 25.3. To initiate a mediation a Party must give notice in writing (the "ADR notice") to the other Party requesting a mediation in accordance with this Clause 25. The mediation is to take place not later than twenty (20) Working Days after the date of the ADR notice. If there is any issue concerning the conduct of the mediation upon which the Parties cannot agree within ten (10) Working Days after the date of the ADR notice, then CEDR will, at the request of any Party, decide the issue for the Parties having consulted with them.
- 25.4. If the dispute is not resolved within ten (10) Working Days of the mediation then the Parties may litigate the matter.

26. General

- 26.1. 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.
- 26.2. 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.
- 26.3. The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.
- 26.4. 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.
- 26.5. 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.
- 26.6. 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.
- 26.7. 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.
- 26.8. 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.

27. Notices

- 27.1. Any notice to be given under the Agreement shall be in writing and may be served by personal delivery, first class recorded or, subject to clause 27.3, e-mail to the address of the relevant

Party set out in the Purchase Order, or such other address as that Party may from time to time notify to the other Party in accordance with this clause.

27.2. Notices served as above 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. An email shall be deemed delivered when sent unless an error message is received.

27.3. Notices under clauses 20 (Force Majeure) and 21 (Termination) may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause 27.1.

28. Governing Law and Jurisdiction

28.1. 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.

Annex 1A: Data Processing Particulars

The subject matter and duration of the processing	<p>The processing of the Relevant Personal Data relates to the management of this Call-Off Contract in accordance with this Agreement:</p> <ul style="list-style-type: none">- Each of the Parties agree that under this agreement there should not be any exchange of Relevant Personal Data.
The nature and purpose of the processing	<p>The nature of the processing of the Relevant Personal Data is set out below.</p> <p>N/A</p>
The type of Personal Data being processed	<p>N/A</p>
The categories of Data Subjects	<ul style="list-style-type: none">• N/A
Permitted Purpose	<p>The parties agree to process the Relevant Personal Data only for the following purposes:</p> <ol style="list-style-type: none">1. N/A

Annex 2: Specification/Description

The Authority's Priorities?

Introduction to the Environment Agency (EA) and the Department for the Environment, Food and Rural Affairs (Defra)

Who is the Environment Agency?

We are an Executive Non-departmental Public Body responsible to the Secretary of State for Environment, Food and Rural Affairs. Our principal aims are to protect and improve the environment, and to promote sustainable development.

Further information on our responsibilities, Corporate Plan and how we are structured can be found at: <https://www.gov.uk/government/organisations/environment-agency>

Government Collaboration

Defra are the UK government department responsible for safeguarding our natural environment, supporting our world-leading food and farming industry, and sustaining a thriving rural economy. Our broad remit means we play a major role in people's day-to-day life, from the food we eat, and the air we breathe, to the water we drink. Defra is a ministerial department, supported by [34 agencies and public bodies](#), including the Environment Agency.

Defra works closely with the devolved administrations in Wales, Scotland and Northern Ireland, and generally leads on negotiations in the EU and internationally.

Since 1 April 2013, the Environment Agency is no longer responsible for delivering the environmental priorities of Wales. This is now the remit of [Natural Resources Wales \(NRW\)](#).

By bidding for this requirement, you may also be approached by other members of the Defra network, NRW or other government departments that are specifically named in the tender document.

Defra Group Fleet Services (DGFS)

Defra Group Fleet Services (DGFS) are a department within the Environment Agency, we are looking to offer a managed fleet service across Defra departments within the duration period of this contract; therefore, this contract will be made available to other departments within Defra. Accordingly, we require a service that covers the whole of England and that also extends to Scotland and Wales, in the event that other Defra departments wish to utilise the contract.

It should be noted that the Defra Group Fleet Services would always be the lead contact in this agreement and the key point of contact. As this contract may be used by other Defra departments, it may be varied during its lifetime to include additional services.

The Environment Agency is developing a plan achieve net zero carbon in our operations and supply chains by 2027. This means that by 2027, we will aim to balance the carbon emissions we produce with those we take out of the atmosphere so that we are no longer contributing to climate change.

DGFS will play a significant part in leading, developing and implementing innovative and pioneering solutions to help the organisation achieve these aims.

We have already made significant reductions in the emissions from our fleet, and making further and more radical reductions will not be easy. We will be working closer with our

suppliers and contractors; we are confident that the expertise and attitudes that will contribute will enable us to reach this target.

What do we spend our money on?

The Environment Agency are a major procurer of goods and services within the UK, spending circa £600M per annum, our major spend areas are:

- Flood and Coastal Risk Management (design, construction and maintenance)
- ICT and Telecommunications
- Vehicles and Plant
- Environmental Consultancy and Monitoring
- Temporary Staff and Contractors
- Facilities Management, Energy and Utilities
- Flood Management and Water Related Services

What do we need from our suppliers?

Suppliers are vital in supporting the delivery of our corporate plan. We aim to support the economy and society whilst delivering more environmental outcomes for every pound we spend. In many areas we are leading the way on environmental and technical developments. It is our role to ensure that suppliers clearly understand our corporate aims and objectives and know that we are committed to delivering the best value most sustainable solutions, taking into account the whole life cost of our procurement decisions. We promote diversity and equality and treat all our suppliers fairly.

Our Procurement Plan may be of interest to you as a potential supplier. It sets out our priorities and key commitments in a range of areas such as delivering our corporate plan, Government policy, Diversity and Equality, supplier management and sustainable procurement:

<https://www.gov.uk/government/organisations/department-for-environment-food-rural><https://www.gov.uk/government/organisations/department-for-environment-food-rural-affairs/about/procurementaffairs/about/procurement>

Environment Agency Corporate Action Plan

The Environment Agency's corporate action plan "EA2025 creating a better place" supports Defra's outcome delivery plan. The group's mission is to protect and enhance the environment – with policies and actions that are also key to sustainable national growth.

Our Vision:	Create a better place for people and wildlife
Our Purpose:	Protect the environment and promote sustainable development
Our principles:	How we will make choices <ul style="list-style-type: none">• Put people and wildlife first: our goal is to create a better place for them.• 80/20: we will focus on the 20% that makes 80% of the difference.• Support local priorities: every place and community has its own needs.

The Environment Agency's corporate action plan "EA2025 creating a better place" can be found here.

<https://www.gov.uk/government/publications/environment-agency-ea2025-creating-a-better-place/environment-agency-ea2025-creating-a-better-place>

Sustainability

1.0 OVERVIEW

- 1.1. This Schedule sets out the requirements for delivering *more sustainable services under the framework*. This schedule has been developed to reflect the aspirations of the *Clients sustainability policy* and the commitment to reach [net zero by 2030](#).
- 1.2. The purpose of this Schedule is to set out the requirements for:
 - a) ensuring sustainability is embedded into all aspects of the works and services provided;
 - b) the sustainability principles and outcomes to be adopted; and,
 - c) the leadership, planning, services, standards and skills expected.

2.0 SUPPLIER DUTIES

The supplier shall:

2.1 Climate Emergency

propose the lowest carbon and optimum solutions, products and services to support the client deliver climate net zero aspirations

2.2 Transitioning to a Circular Economy

- 2.2.1 Purchase products and materials that are the most socially and environmentally responsible throughout their life cycle.
- 2.2.2 Reduce consumption and maximise the value of resources.
- 2.2.3 Work with clients and the supply chain to create a closed loop system - by designing and prioritising products that can be re-used, repaired, disassembled and re-purposed.
- 2.2.4 demonstrate that the circular economy has been considered and incorporated into the products and services provided, resources are used effectively, and waste minimised.
- 2.2.5 always adhere to the waste hierarchy, see [Error! Reference source not found.](#), maximising re-use and recycling rates with zero waste to landfill;

- 2.2.6 provide a legally compliant disposal route for all products used in the delivery of all services under this Framework Agreement;
- 2.2.7 comply with all relevant Government Buying Standards, see [Error! Reference source not found.](#)

2.3 Social Value

- 2.3.1 The *Delivery Partner* shall support the *Client* to achieve its [Public Sector Equality Duty](#) by complying with the *Clients'* Equality, Diversity and Inclusion requirements including the Access for All Design Guidance, see [Error! Reference source not found.](#) This includes ensuring Projects and communications in relations to those services:
 - a) eliminate discrimination, harassment, victimisation and any other conduct that is prohibited by or under the [Equality Act 2010](#);
 - b) advance equality of opportunity between people who share a protected characteristic and those who do not; and,
 - c) foster good relations between people who share a protected characteristic and those who do not.
- 2.3.2 The *Delivery Partner* shall notify the *Client* immediately of any investigation of or proceedings against the *Delivery Partner*, whether under the Equality Act or any discrimination legislation which it replaces and repeals and cooperates fully and promptly with any investigation or proceedings.
- 2.3.3 In addition to its obligations under Clause 25 of the Equality Act, the *Delivery Partner* shall ensure that it complies with all other current employment legislation including, without limitation, the [Part-time Workers \(Prevention of Less Favourable Treatment\) Regulations 2000](#) and the [Fixed-term Employees \(Prevention of Less Favourable Treatment\) Regulations 2002](#).
- 2.3.4 The *Client* is committed to ensuring that workers employed within its supply chains are treated fairly, humanely and equitably. The *Client* expects its *Delivery Partners* to share this commitment and to ensure they are meeting [International Labour Standards](#).
- 2.3.5 The *Delivery Partner* shall ensure that it and its sub-contractors and its supply chain:

- a) comply with all applicable laws, statutes, regulations in force including but not limited to the provisions of the [Modern Slavery Act 2015](#);
- b) pay staff fair wages (and pays its staff in the UK not less than the [Foundation Living Wage Rate](#)); and,

2.3.6 The *Delivery Partner* shall operate a grievance procedure. The *Delivery Partner* shall keep a record of all grievances logged and action taken and shall make a copy available to the *Client* on request.

2.3.7 The *Delivery Partner* shall indemnify the *Client* against any losses, liabilities, damages, costs (including but not limited to legal fees) and expenses incurred by, or awarded against the *Client*, as a result of any breach of the Modern Slavery Act.

2.4 All obligations listed under Sections 2.1, 2.2 and 2.3 may be subject to audit by the *Client*.

Table 5-1: Standards or guidance to be used

Document title	Link
EA2025 creating a better place	Available online here: GOV.UK
Reaching net zero by 2030	Available online here: GOV.UK
Government Buying Standards	Sustainable procurement: the Government Buying Standards (GBS) - GOV.UK (www.gov.uk)
Public Sector Equality Duty	Available online here: equalityhumanrights.com
Procuring Steel in Government Contracts	Available online here: PPN 04/23: Procuring Steel in Government Contracts - GOV.UK (www.gov.uk)
Taking account of Carbon Reduction	Available online here: Procurement Policy Note 06/21: Taking account of Carbon Reduction Plans in the procurement of major government contracts - GOV.UK (www.gov.uk)

Technical Specification for Group 53 Cut + Collect and low gravity Embankment Cutters including attachments.

Title: Supply of Embankment Cutters

1. Provision of Embankment Cutters

The Environment Agency has a requirement for embankment cutters for the continued operation of the business through management of vegetation in restricted areas and on narrow slopes bordering watercourses. The requirement is for ride on, wheeled self-propelled tool carrier Tractor units with various attachments to be used as embankment cutters.

1.1 Warranty & Maintenance

Suppliers of base and ancillary equipment are to provide a minimum of 36 months warranty.

The Environment Agency currently use third party maintenance suppliers who will arrange required maintenance and repair work to be carried out during and beyond the warranty period using their network of suppliers. It is a requirement that the use of a third-party supplier under such arrangements will not result in the warranty being invalid.

1.2 Operator Familiarisation

An equipment familiarisation session will be required by Environment Agency staff.

- Certified training is to be given to our operators.
- Sessions should cover operation of all key and specialist features.
- Group sessions must be made available where required.

Ride on embankment cutter training must include the use of the machine and attachments, including instruction on how to operate the equipment in a safe manner which will minimise noise and vibration exposure.

1.3 Documentation

All machines and attachments supplied under this contract must at point of delivery have the following documentation:

- Manufacturer's declaration of conformity
- Attachments – written confirmation that the attachment is compatible for the machine if the attachment is not part of the manufacturer's product range.
- Operator handbook for machine and any attachment. To include service and maintenance regime for the machine and attachments and printed in English.

1.4 Contract Management

Delivery

Delivery will be at various Environment Agency locations around England (Appendix 7 – Delivery Locations). All orders must be completed and delivered within 12 weeks of the order date. With delivery cost included in the purchase price.

EA reserve the right to inspect all assets prior to delivery. Any not conforming to the specification will be rejected and any amendments will be at the supplier's cost. Any assets delivered not 100% compliant to the specification will be returned to the supplier at the supplier cost for rectification.

The supplier will be expected to plan deliveries to minimise carbon production, mileage and carbon footprint must be included in quarterly management information.

When making deliveries to Environment Agency sites the contractor must ensure that they have signed into a premises or site and are aware of specific site safety rules. This may include the mandatory use of PPE (Personal Protective Equipment), pollution prevention equipment or other safety equipment, what to do in an emergency. It is the responsibility of the Contractor to complete a full risk assessment of the delivery including any lifting operation that may be required.

Contract Management

The supplier will nominate a Contract Manager within its organisation holding a position or having the authority to ensure that sufficient resources are allocated to the Contract when required, and to ensure performance to the Contract Standard.

The supplier will be expected to maintain regular contact with Defra Group Fleet Services to review the contract performance, product delivery and offer product advice.

The supplier will provide regular management information confirming goods orders, lead times, delivery times and overall cost information.

The supplier will inform Defra Group Fleet Services of any disruption to their business which may affect continuation to supply orders placed.

The supplier will investigate any complaints raised by customers and confirm an agreeable resolution within 10 working days.

1.5 Third Party Equipment

The Environment Agency requires approved telematics units to be fitted which must be carried out prior to delivery. The supplier will work with our telematics provider to programme in the install of the units.

2. Provision of Ride-on Cut and Collect & Embankment Cutters – Groups 1, 2, 3, 4

2.1 Introduction

The Environment Agency has a requirement for the supply of various sized cut and collect & embankment cutters to work in restricted areas and on narrow slopes bordering watercourses throughout England.

The initial requirement is for four specifications (set out below). The Environment Agency reserves the right to utilise any other specification the successful tenderer may offer during the term of the contract if required.

The Environment Agency will require proposed embankment cutters to operate various hydraulic front- and rear-mounted attachments including, but not limited to, heavy duty agricultural flails. All attachments must be manufacturer approved.

All equipment supplied under this contract must meet The Supply of Machinery (Safety) Regulations 2008 or its predecessor, The Machinery Directive 2006 including UKCA marking or CE mark if supplied prior to 31st December 2022.

2.2 Technical Specification

Please refer to the latest DGFS (Defra Group Fleet Services) Asset Standards at the end of this document.

All equipment proposed under this contract must meet or exceed the following specification:

Group 1 Cut and Collect Embankment Cutter.

Technical Specification 2.2A will have a mid-mounted rotary deck. Minimum engine power 25+ hp with preferable 4-wheel drive (not a requirement). Must have hydraulically operated high or low tip collection system with a minimum 500 litre capacity.

This group must be towable by road going trailer, using commercial vehicles. The combined gross weight of trailer and load must be below 3500kg. This must include mower, attachments, and full tank of fuel.

Important! The maximum combined weight of all the equipment and trailer must not exceed 3500kg. (preferably with a 5% factor of safety= 3325kg). The equipment combination needs to be supplied with a signed, headed weight reading document that has been produced using either an in-date vehicle weighing pad, or lifting load cell. In addition

to include a copy of the calibration certificate for the weighing equipment used, signed, and dated within the previous 12 Month period. This documentation needs to be provided prior to completion of our pre delivery inspection.

The machine is to comply with all current road traffic regulations and be registered for use on the road. It must be fitted with all necessary lights to ensure full conformity and be supplied with Vehicle Excise Duty for 12 months and the V5 documentation.

Group 2 Small Embankment Cutter.

Technical Specification 2.2B will have a diesel engine of between 50hp and 75hp. Tractor unit only to be no more than 3500kg gross vehicle weight, minimum 60 litre fuel tank and have a minimum front lifting capacity of 1200 kg and a rear lifting capacity of 1200kg.

This group must be towable by road going trailer, using commercial vehicles, below 3500kg maximum permissible weight. This must include mower, attachments, and full tank of fuel.

Important! The maximum combined weight of all the equipment and trailer must not exceed 3500kg. (preferably with a 5% factor of safety= 3325kg). The equipment combination needs to be supplied with a signed, headed weight reading document that has been produced using either an in-date vehicle weighing pad, or lifting load cell. In addition to include a copy of the calibration certificate for the weighing equipment used, signed, and dated within the previous 12 Month period. This documentation needs to be provided prior to completion of our pre delivery inspection.

The machine is to comply with all current road traffic regulations and be registered for use on the road. It must be fitted with all necessary lights to ensure full conformity and be supplied with Vehicle Excise Duty for 12 months and the V5 documentation.

Group 3 Medium Embankment Cutter.

Technical Specification 2.2C will have a diesel engine of between 65 and 95hp. Tractor unit (without attachments) only to be no more than 3500kg gross vehicle weight, minimum 70 litre fuel tank and have a minimum front lifting capacity of 1200 kg and a rear lifting capacity of 1200kg.

The machine is to comply with all current road traffic regulations and be registered for use on the road. It must be fitted with all necessary lights to ensure full conformity and be supplied with Vehicle Excise Duty for 12 months and the V5 documentation.

Group 4 Large Embankment Cutter.

Technical Specification 2.2D will have a diesel engine of between 80-130hp. Tractor unit (without attachments) only to be no more than 3500kg gross vehicle weight, minimum 90 litre fuel tank and have a minimum front lifting capacity of 1200kg and a rear lifting capacity of 1200kg.

The machine is to comply with all current road traffic regulations and be registered for use on the road. It must be fitted with all necessary lights to ensure full conformity and be supplied with Vehicle Excise Duty for 12 months and the V5 documentation.

Requirements.

Group 1

General: Mandatory

- The machine is to comply with all current road traffic regulations and be registered for use on the road. It must be fitted with all necessary lights to ensure full conformity and be supplied with Vehicle Excise Duty for 12 months and the V5 documentation.
- Roll Over Protection System (ROPS)
- Heater/cooling fan
- Front and rear LED work lights
- 360-degree amber LED flashing beacons
- Designated escape routes, minimum of 2, which is clearly marked and not restricted.
- 360-degree clear visibility from the cab.
- Construction and use regulation hi-visibility markings for working on or adjacent to the Road

- Inclinator positioned so clearly visible to the operator in front facing position
- Engine isolation switch
- Indicator for water temperature gauge
- Engine hours meter
- Oil pressure and hydraulic/fuel level indicators
- Locks on all doors and fuel points
- Internal and external mirrors
- Fuel level indicator

Engine: *Mandatory*

1. Easy access to engine compartment without the use of tools
2. Highest current emissions specification available

Groups 2, 3 and 4

General: *Mandatory*

The machine is to comply with all current road traffic regulations and be registered for use on the road. It must be fitted with all necessary lights to ensure full conformity and be supplied with Vehicle Excise Duty for 12 months and the V5 documentation.

- Roll Over Protection System (ROPS)
- Air Conditioning
- Enclosed Cab
- Heater/cooling fan
- Front and rear LED work lights
- 360-degree amber LED flashing beacons
- Designated escape routes, minimum of 2, which is clearly marked and not restricted.
- Self-levelling driver's seat complete with lap seat belt.
- Multi-functional joystick control for attachments
- 360-degree clear visibility from the cab.
- All glazing to be tinted and flail facing windows and doors fitted with armoured window film.
- Construction and use regulation hi-visibility markings for working on or adjacent to the Road.
- Inclinator positioned so clearly visible to the operator in front facing position.
- Removable DAB Radio with USB – a removable fascia is an acceptable alternative.
- Windscreen wash/wiper
- Engine isolation switch
- Indicator for water temperature gauge
- Engine hours meter
- Oil pressure and hydraulic/fuel level indicators.
- Locks on all doors and fuel points
- Fitted life hammer
- Internal and external mirrors
- Automatic and manual operated reversable engine cooling fan
- Self-levelling driving seat

Optional

- Secure storage box

Engine: *Mandatory*

- Turbo charged Diesel.
- Radiator filters/grills
- Easy access to engine compartment without the use of tools
- Highest current emissions specification available

Transmission and Power Take Off (PTO): *Mandatory*

- Hydrostatic:

- Selectable 4-wheel drive with all wheel steering
- Front and rear differential locks to be electro hydraulically pre-selectable
- Manufacturer standard PTO spline specification. (540/1000 where possible)

Brakes: *Mandatory*

- Hydraulic servo foot brake operating on all four wheels coupled with hydrostatic drive braking
- Handbrake and independent wheel brakes to operate on rear wheels
- Brake linings to be asbestos free

Hydraulics: *Mandatory*

- Front and rear three-point linkage. Categories 1 & 2 rear and Cat 1 front.
- Automatic hydraulic parking brake (Optional)
- 1no. single-acting and 2no. double-acting spool valves with free flow return front and rear.
- The machine must be capable of operating on and come supplied with manufacturers approved bio-degradable hydraulic oil.
- Float position and side shift facility.
- Self-regulating load transfer and automatic calibration
- Vibration absorption for road travel
- Additional hydraulic lines for attachments

Tyres: *Mandatory*

- Low pressure tyres. Off road pattern to suit agricultural off-road work and road travel.
- Wheels to be fitted in chase the tail pattern with suitable hi-visibility (yellow) wheel nut indicators.

Optional

- Water Ballasted
- Twin wheel option.

External: *Mandatory*

- Sump guard
- Recovery / towing eye fitted to chassis and rated.
- All externally accessible caps and covers lockable.
- Fitted with an Anderson socket on a suitable outside panel, with an isolator fitted near the battery for emergency starts and charging facility.

Optional

- Bonnet protection
- Swan neck towbar attachment

Safety: *Mandatory*

- All equipment supplied under this contract must meet The Supply of Machinery (Safety) Regulations 2008 or its predecessor, The Machinery Directive 2006 including UKCA marking or CE mark if supplied prior to 31st December 2022.
- Machine to comply with the Supply of Machinery (Safety) Regulations 2008 or European Machinery Directive 2006/42/EC.
- Machine to fully comply with current PUWER (Provision and Use of Work Equipment Regulations) regulations (Provision and Use of the Work Equipment Regulations) and the Agency's own safety and stability standards as applicable.
- External reversing alarm. (Optional).
- Noise level compliant with current regs

Electrics: *Mandatory*

- 12-volt high-capacity alternator
- 12-volt high-capacity cold start battery
- Automatic pre-heating
- Battery Isolator
- Approved Telematics with permanent 12v feed

Attachments: *Mandatory*

- The Environment Agency will have the option to purchase additional attachments which must be manufacturer approved and have a visible safe working load marked on them.
- All attachments quoted or specified must be compatible with this embankment cutter and not contravene the manufacturer's recommendations or axle weights. Confirmation from the manufacturer that all supplied ancillary equipment is fully compatible with the machine must be supplied on delivery.
- Confirmation from the attachment manufacturer (if different from the tractor manufacturer) that their attachments are compatible with the supplied machine.
- The embankment cutter must display a plate showing individual axle loadings and total permissible weight. Contractor to confirm that when attachments are fitted the individual axle and total permissible weight will not be exceeded.
- The embankment cutter must not be structurally modified in any way including to facilitate fitting of attachments.
- Reach flails provided must have the availability to be folded and secured for road travel.
- Reach flails must be supplied with a lift float kit which enables the Flail head to automatically follow the contours of the ground in a vertical plane. Activating the Lift Float mode must be done via the in-cab Power Arm controls.
- Any attachments fitted that have the capability to reach above the height of the cab, must have a height limiting device fitted.

5. General specifications applicable to all trailers

5.1. Introduction

The Environment Agency has a requirement for the supply of trailers where required suitable for towing purchased equipment.

All trailers provided under this Framework must:

- Conform to The Road Vehicles (construction and use) regulations 1986, The Road Vehicles Lighting Regulations 1989 and the European Whole Vehicle Type Approval (ECWVTA) standards.
- Be fitted with a manufacturer's weight plate showing:
 - Gross Trailer Weight (GTW),
 - Unladen Weight,
 - Trailer Payload
 - Permissible Axle Weights
- Trailer should also be supplied with:
 - Statutory markings (CE/UKCA)
 - Any relevant Health and Safety markings/warnings such as Safe Working Load (SWL)
 - Rated lashing points with SWL clearly marked.
 - Rated ratchet straps for securing load, suitable for securely holding down the supplied mower unit.
 - Fitment of EA Blue Plate with relevant information to be attached to trailer (EA to supply).
 - Fitment of EA logos and roundels for blue plate (EA to supply).
 - 50mm locking ball hitch.
 - 13-pin socket with 13-7 pin adapter
 - Quick release number plate brackets
- Manufacturer must supply with each trailer.
 - Manufacturer recommended maintenance schedule and instructions for the trailer and any fitted equipment.
 - Full operating instructions and with Manufacturer's Information for the trailer and any fitted equipment (handbooks including technical data covering towing weights / tyre pressures / pre-use checks etc.)
 - Certificate of conformity with EU regulations
 - Any relevant safety certificates relating to the trailer and/or any fitted equipment.

- Following modifications or the fitting of ancillary equipment, the supplier is required to have trailer weighed and issue a weigh bridge ticket on delivery, if different from original GTW manufacturers plate needs to reflect change
- Constructed from either galvanised steel or aluminium alloy.
- Delivered to various locations throughout England in a completed condition, compliant with the Road Traffic Regulation Act and with no requirement for self-assembly.
- Supplied with LED lighting complying with current lights and lighting regulations and of the resistor type to ensure vehicle light warning system is operative.
- Fitted with heavy duty adjustable jockey wheels. All jockey wheels supplied with trailers must be of the type that cannot self-wind down during transport.
- Supplied with Hitch locks to be incorporated within the coupling allowing single suite key options.
- All trailers other than the 750kg Gross Trailer Weight, be braked in accordance with the regulations relating to overrun braking systems.
- Supplied with wheel nut indicators (WNI) fitted; all WNI to be high visibility (yellow) plastic compatible with the trailer wheel nut/bolts.
- Clearly displayed operational tyre pressure stickers and to include wheel nut torque and identify fitment information above each wheel.
- Rated heavy duty tie down hooks at 600mm centres to the outside and inside of the trailer. The supplier is required to state the load rating of tie down points for all trailers. Total load rating of all tie downs should equate to maximum payload as a minimum.
- be supplied with one pair of wheel chocks fixed to the trailer in mounting brackets.
- Provided with a full 36-month parts warranty incorporating all parts and labour.
- Supplier to ensure that any trailers supplied under 3500kg gross weight, and not subject to an annual test, they will keep records of trailers sold and allow the Environment Agency access to this information for 10 years. These records to include details of the type approval Certificate of Conformity or Individual Vehicle Approval (IVA) certificate which covers the trailer
- Constructed using a heavy-duty sub chassis of either box section or channel.
- The floor is to be covered in phenolic boarding or similar and sealed around the edges. The flooring and under floor supports are to be sufficient to safely transport, load and unload the embankment cutting equipment identified for transportation on this trailer. All flooring used should be non-slip.
- Suspension to be of the solid beam type (incorporating rubber suspension within the beam), or leaf springs incorporating heavy duty hangers.
- Eye locks to be supplied when eye coupling options ordered.
- Prop stands to be fitted to the rear of the trailer.
- Non-slip loading ramp.

Optional requirements

- Option to supply spare wheel. Spare wheel to be mounted so as not to impede normal operation of trailer.
- Option to fit stabiliser devices to the trailer.
- Option to fit 40mm eye coupling and suitable eye coupling locking device.

Environment Agency Asset Standards



Type: Ride-on cut and collect Mower



This Document may be the subject of future updates

General Description: Self-propelled Ride-on Small Mower with collection box attachment

All Equipment must be designed for Commercial applications. This type of Equipment is to be used on flat, level ground to cut grass or other light / medium density vegetation and this needs to be considered at the planning stage within the task specific risk assessment Plant and Equipment selection.

All equipment is to be inspected prior to first use. Thereafter, daily inspections must be completed and recorded. The operator is to ensure that evidence of service/inspection is displayed on the Omnitag (or similar) plate and next due dates are clearly marked. Equipment must not be used if this information is not present. This type of Equipment is designed to be used for off-road vegetation management with interchangeable attachments including a high or low lift grass collection and discharge box.

Mandatory Safety Requirements

- The equipment must meet with all UK product safety legislation concerning the design and construction of equipment primarily for use at work including, but not limited to:
- UKCA marking or CE mark if supplied prior to 31st December 2022.
- Supplied with a Declaration of Conformity from the manufacturer or their representatives.
- Supply of Machinery (Safety) Regulations 2008 or its predecessor, The Machinery Directive 2006.
- Provision and Use of Work Equipment Regulations.
- All other equipment specific applicable standards must be met, for example but not limited to: Lifting, Electrical, Noise, Vibration, Type Approval etc.

In general, when providing equipment to the Environment Agency the supplier needs to:

- Meet statutory and essential requirements.
- Provide technical and operational information to the user.
- Issue a Declaration of Conformity
- Marking of the product for traceability
- Any attachments fitted must enable the base machine to comply with the Manufacturers permitted axle/gross weights.
- All attachments must be manufacturer approved.
- Guarding must be fitted around moving or hazardous machinery preventing unauthorised/accidental access (e.g. – PTO shafts etc)
- Guarding to minimise the ejection of debris.

General Compliancy Requirements

- Equipment must not be modified from Original Equipment Manufacturers (OEM) design specifications.
- Operators Manual must be presented with the machine and to include supplementary information on any additional equipment fitted. All Manuals and signage supplied must be in English
- All safety/warning/information labels must be in place and in English. Controls to be clearly marked.
- Flashing amber warning beacons must be fitted and visible 360 degrees around the machine.
- Safe access must be provided enabling operator to refuel, carry out routine maintenance or store ancillary equipment.
- All external fuel caps, covers and storage must be secured by key or other locking device.
- Ignition and isolation controls must be accessible to the operator.
- EA specification Biodegradable hydraulic oil must be used.
- All additional equipment requirements will be listed in the Tender specification.
- Roll-Over protection system (ROPS) and/ Falling Object protection system (FOPS) fitted when required

General specification

- Cut and collect with hydraulic high/low dump feature
- Mid mounted rotary deck
- Minimum 15+ hp
- Variable cutting height
- All Terrain Tyres
- Operational lights
- Minimum fuel capacity 20 litres
- Hydrostatic Transmission
- Maximum length 3000mm (including attachments)
- Maximum width 2200mm (including attachments)
- Maximum height 2200mm (including ROPS)
- Minimum collection capacity 500 litres
- Engine requirements: Highest current emissions specification available. Preferably Diesel Stage V / Tier 4 engine or alternative fuel with equivalent or superior emission control
- Maximum ambient noise: External 85dB
- **Important!** Equipment must be towable by road going trailer, using a suitable commercial vehicle below 3500kg maximum permissible weight. This must include mower, attachments, and full tank of fuel.
- **Important!** All equipment must be fully compatible and legally compliant for use on the public road. The maximum combined weight of all the equipment and trailer must not exceed 3500kg. (preferably with a 5% factor of safety= 3325kg). The equipment combination needs to be supplied with a signed, headed weight reading document that has been produced using either an in-date vehicle weighing pad, or lifting load cell. In addition to include a copy of the calibration certificate for the weighing equipment used, signed, and dated within the previous 12 Month period. This documentation needs to be provided prior to completion of our pre delivery inspection

Optional features

- Tow-ball hitch
- Four-wheel drive and Differential lock
- Inclinator

Type: G53 Ride-on Embankment Cutter



This Document may be the subject of future updates

General Description: Self-propelled All-Terrain Ride-on Embankment Tool Carrier and Attachments (Grass Cutter)

All equipment is to be inspected prior to first use. Thereafter, daily inspections must be completed and recorded. The operator is to ensure that evidence of service/inspection is displayed on the Omnitag (or similar) plate and next due dates are clearly marked. Equipment must not be used if this information is not present.

This type of Equipment is designed to be used in a multi-functional capacity that will be identified within the task specific risk assessment Plant and Equipment selection. Primarily to be used for Grass Cutting on level ground and embankments up to 30 degrees using approved front mounted deck mower attachment. The equipment will be road legal and compliant to allow for travel to and from operational sites.

Mandatory Safety and Compliance Requirements

- The equipment must meet with all UK product safety legislation concerning the design and construction of equipment primarily for use at work including, but not limited to:
- UKCA marking or CE mark if supplied prior to 31st December 2022.
- Supplied with a Declaration of Conformity from the manufacturer or their representatives.
- Supply of Machinery (Safety) Regulations 2008 or its predecessor, The Machinery Directive 2006.
- Provision and Use of Work Equipment Regulations.
- All other equipment specific applicable standards must be met, for example but not limited to: Lifting, Electrical, Noise, Vibration, Type Approval etc.
- In general, when providing equipment to the Environment Agency the supplier needs to:
- Meet statutory and essential requirements.
- Provide technical and operational information to the user.
- Issue a Declaration of Conformity.
- Marking of the product for traceability.

EA Requirements

- Equipment must not be modified from Original Equipment Manufacturers (OEM) design specifications.
- Operators Manual must be presented with the machine and to include supplementary information on any additional equipment fitted. All Manuals and signage supplied must be in English
- All safety/warning/information labels must be in place and in English. Controls to be clearly marked.
- Flashing amber warning beacons must be fitted and visible 360 degrees around the machine.

- Safe access must be provided enabling operator to refuel, carry out routine maintenance or store ancillary equipment.
- All external fuel caps, covers and storage must be secured by key or other locking device.
- Ignition and isolation controls must be accessible to the operator.
- EA specification Biodegradable hydraulic oil must be used.
- All additional equipment requirements will be listed in the Tender specification
- Falling Object (FOPS) and Roll-Over (ROPS) protection system

General specification.

- Engine requirements: Highest current emissions specification available. Preferably Diesel Stage V Tier 4f engine or alternative fuel with equivalent or superior emission control
- Maximum ambient noise: External 105dB, Internal 85dB
- Four-wheel drive with crab-steer and differential lock
- Minimum hydraulic working pressure 240bar
- Minimum fuel capacity 60 Litres
- Tilting operator seat
- Front and rear Mower Debris suppression
- Chapter 8 360 Amber Hazard Beacons
- Front and Rear PTO drive

Optional features

- Any attachments fitted must enable the base machine to comply with the Manufacturers permitted axle/gross weights.
- Guarding must be fitted around moving or hazardous machinery preventing unauthorised/accidental access (e.g. – PTO shafts etc).
- Guarding to minimise the ejection of debris.
- 50-80mm rear ball coupling
- Low ground pressure floatation tyres
- Additional wheel/tyre extensions.

Type: G14 Trailer



This Document may be the subject of future updates

General Description: Plant Trailer

All equipment is to be inspected prior to first use. Thereafter, daily inspections must be completed and recorded. The operator is to ensure that evidence of service/inspection is displayed on the Omnitag (or similar) plate and next due dates are clearly marked. Equipment must not be used if this information is not present.

This type of Equipment is designed to be used for the transportation of plant, vehicles and other equipment. The configuration can be based on the specific requirements and design of the intended load: Single, double or tripple axels. Chassis break-back. Electric winch for recovery loading. Low resistance rollers. The combined weight of both the trailer and boat must not exceed 3500kg.

Mandatory Safety and Compliance Requirements

- The equipment must meet with all UK product safety legislation concerning the design and construction of equipment primarily for use at work including, but not limited to:
- UKCA marking or CE mark if supplied prior to 31st December 2022
- Supplied with a Declaration of Conformity from the manufacturer or their representatives.
- Supply of Machinery (Safety) Regulations 2008 or its predecessor, The Machinery Directive 2006.
- Provision and Use of Work Equipment Regulations.
- All other equipment specific applicable standards must be met, for example but not limited to: Lifting, Electrical, Noise, Vibration, Type Approval etc.
- In general, when providing equipment to the Environment Agency the supplier needs to:
- Meet statutory and essential requirements.
- Provide technical and operational information to the user.
- Issue a Declaration of Conformity.
- Marking of the product for traceability.

EA Requirements

- Equipment must not be modified from Original Equipment Manufacturers (OEM) design specifications.
- Operators Manual must be presented with the machine and to include supplementary information on any additional equipment fitted. All Manuals and signage supplied must be in English
- All safety/warning/information labels must be in place and in English. Controls to be clearly marked.
- All additional equipment requirements will be listed in the Tender specification

General specification

- Rated lashing points with SWL clearly marked
- EA Blue Plate with relevant information to be attached to trailer (EA to supply blue plate)
- EA logos and roundels for blue plate (EA to supply logos and roundels)
- 50mm locking ball hitch
- 13-pin socket and 13-7pin adapter
- Manufacturer recommended maintenance schedule and instructions for the trailer and any fitted equipment
- Supplied with LED lighting complying with current lighting regulations and of the resistor type to ensure vehicle light warning system is operative be fitted with heavy duty adjustable jockey wheels
- Locking jockey wheel
- Overrun braking systems and safety cable
- Hi visibility wheel nut indicators (WNI) fitted.
- Tyre pressure stickers to include wheel nut torque
- Rated heavy duty tie down hooks
- Suspension to be of the solid beam type (incorporating rubber suspension within the beam), or leaf springs incorporating heavy duty hangers
- Prop stands to the rear and forward of the trailer
- Full rear light board on extending brackets (detachable)

Optional features

- 50-80mm rear ball coupling
- Low ground pressure floatation tyres
- Wheel chocks fixed to the trailer in mounting brackets
- Loading winch on draw bar (safety braked type). Winch SWL be equivalent to maximum payload as a minimum
- Option to supply spare wheel. Spare wheel to be mounted so as not to impede normal operation of trailer
- Option to fit stabiliser devices to the trailer
- Option to fit 40mm eye coupling and suitable eye coupling locking device
- Supplied with one pair of wheel chocks fixed to the trailer in mounting brackets.
- Adjustable Length Drawbar

Preferred features

- All additional equipment requirements will be listed in the Tender specification

Fleet Asset Handover Form



Defra Group Fleet Services



Group 24 RoboMower and Equipment Handover Checklist

Section 1: To be complete by supplier / DGFS via remote video call

Asset Information: G53 Embankment cutter tractor unit and attachments

New Fleet Asset Number	
Model – S/N –	Choose an item.
Date Pre-Delivery Inspection completed	
Checks	
Omnitag	Choose an item.
UKCA Marking or CE Mark	Choose an item.
Declaration of Conformity	Choose an item.
Operator Manual and Instructions for all Equipment	Choose an item.
Manufacturer/Supplier Familiarisation	Choose an item.
360 Degree Amber Beacons	Choose an item.
Manufacturer Technical Information Plate	Choose an item.
EA Livery Decals	Choose an item.
	Choose an item.
Safety Markings inc. Safe Working Area & Noise Exposure	Choose an item.
Grease Gun & Gauge	Choose an item.
Mechanical Guarding	Choose an item.
All Keys (Ignition/Fuel)	Choose an item.
Included Attachments	
2.2m HD Flail Head –	Choose an item.
1.3m HD Flail Head (with “Y” Flails)	Choose an item.
1.3m Mulcher Head	Choose an item.
1.6m HD Flail Head	Choose an item.
1.6m Mulcher Head	Choose an item.
1.9m HD Flail Head	Choose an item.

	Choose an item.
	Choose an item.
	Choose an item.
	Choose an item.
	Choose an item.

Asset Information Trailer Unit

New Fleet Asset Number	
Model	Choose an item.
Date Pre-Delivery Inspection completed (TH. White/DGFS)	

Checks

Blue Plate and Roundel Sticker	Choose an item.
UKCA marking or CE mark	Choose an item.
Rated Anchor Points	Choose an item.
3-pin socket and 13-7pin adapter	Choose an item.
LED Lighting	Choose an item.
Towing Hitch Lock with 2 x Keys	Choose an item.
Aligned Wheel Nut Indicators	Choose an item.
Tyre Pressure Stickers	Choose an item.
Outrigger Stabilisers Front and Rear	Choose an item.
Trailer Wheel Chocks	Choose an item.
Ratchet Straps	Choose an item.
Registration Plate Hinge	Choose an item.

Does the Handover Specification Meet the Requirements	Choose an item.
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All Operators must hold accredited training and received familiarisation before using the equipment

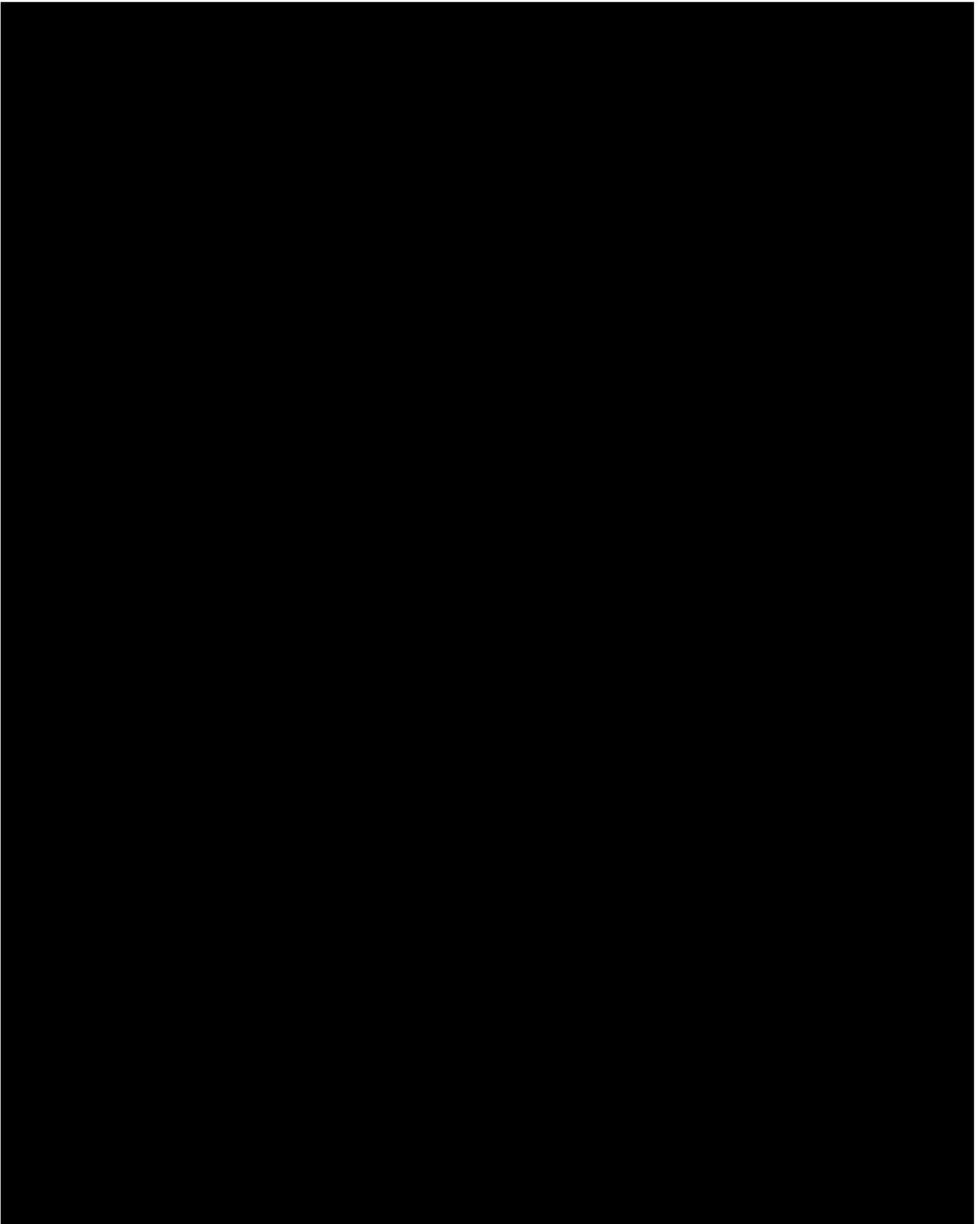
Section 2: To be completed by **Responsible Officer** and confirmed by DGFS

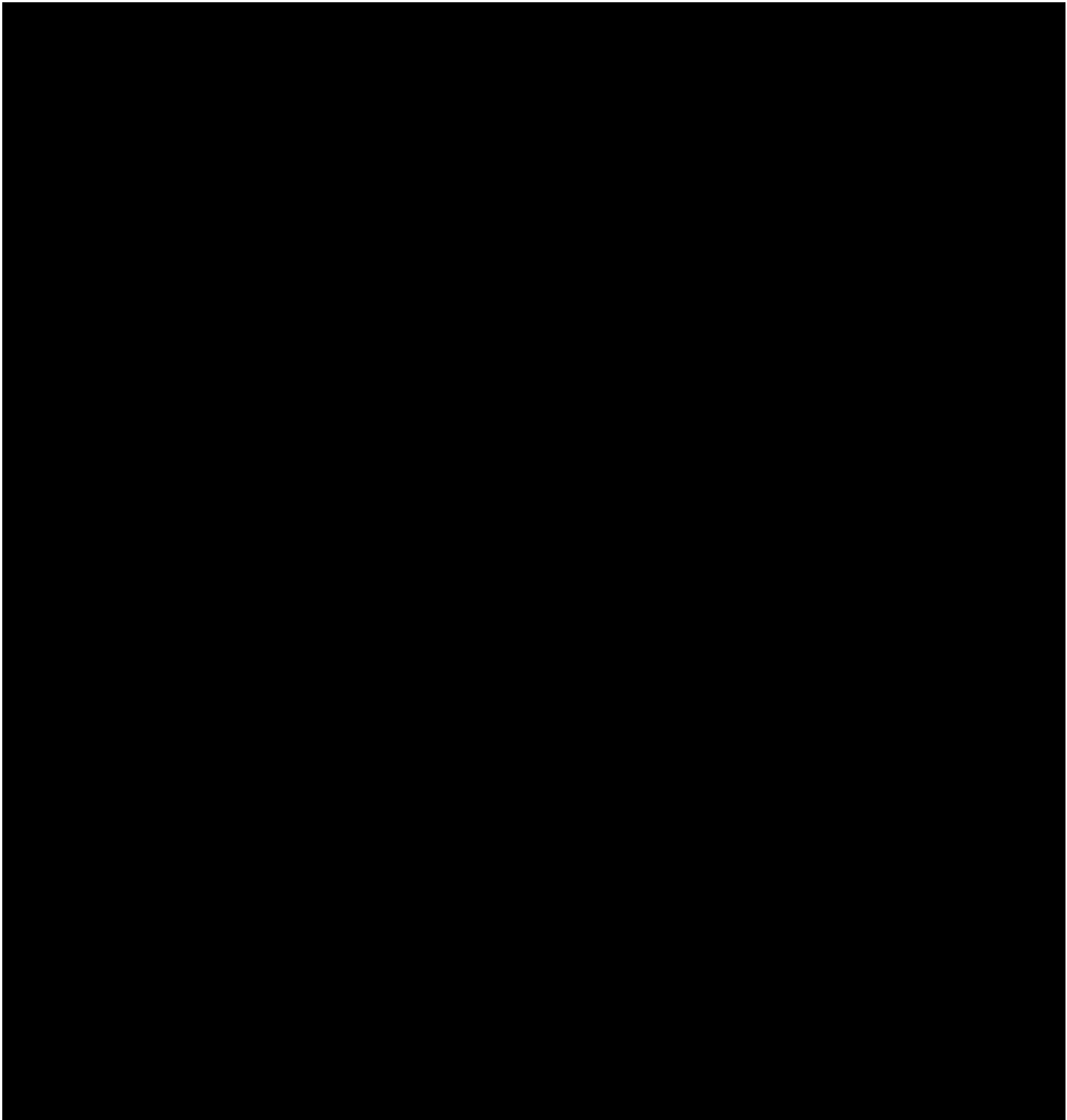
Following New Asset delivery, please **confirm that the outgoing equipment is at the location stated below** and then return this document to



Outgoing Asset Number to be Replaced including Attachments	Location for disposal

Annex 2.1 - Mowers Delivery Locations





Annex 3: Charges

1. Indexation

- 1.1. The Charges will be fixed for the first two (2) years following the Start Date (the date of expiry of such period is a **“Review Date”**). After this Charges can only be adjusted on each following bi-yearly anniversary (the date of each such anniversary is also a **“Review Date”**).
- 1.2. The Supplier shall give the Buyer at least three (3) Months’ notice in writing prior to a Review Date where it wants to request an increase. If the Supplier does not give notice in time then it will only be able to request an increase prior to the next Review Date.
- 1.3. Any notice requesting an increase shall include:
 - 1.3.1. A list of the Charges to be reviewed;
 - 1.3.2. For each of the Charges under review, written evidence of the justification for the requested increase including:
 - a) A breakdown of the profit and cost components that comprise the relevant part of the Charges;
 - b) Details of the movement in the different identified cost components of the relevant Charge;
 - c) Reasons for the movement in the different identified cost components of the relevant Charge;
 - d) Evidence that the Supplier has attempted to mitigate against the increase in the relevant cost components; and
- 1.4. The buyer shall consider each request for a price increase. The Buyer may grant Approval to an increase at its sole discretion.
- 1.5. Where the Buyer approves an increase then it will be implemented from the first (1st) Working Day following the relevant Review Date or such later date as the Buyer may determine at its sole discretion and the Charges shall be updated accordingly.
- 1.6. Where the Charges are stated to be “subject to Indexation” they shall be adjusted in line with changes in the price index (or Indices) published by the Office of National statistics or other reputable source (the **“Index”**) pursuant to Paragraph 1.8. These specific indexations are with the calculation method. All other costs, expenses, fees and charges shall not be adjusted to take account of any inflation, change to exchange rate, change to interest rate or any other factor or element which might otherwise increase the cost to the Supplier.
- 1.7. Charges shall not be indexed during the first two years following the Start Date (the **“Non-Indexation Period”**).
- 1.8. Where a Charge is subject to Indexation then it will be indexed on the date which is going into the third year to reflect the percentage change following the end of the Non-

Indexation Period. Subsequent adjustments shall take place on a bi-yearly anniversary to reflect the percentage change in the Index. An Example of Indexation can be found below.

Example – PPI C283 (named on pricing schedule)

[PPI INDEX IMPORT - C283 Agricultural and forestry machinery 2015=100 - Office for National Statistics \(ons.gov.uk\)](https://ons.gov.uk)

	PPI dataset	PPI average for year	Rate provided (example)	% increase
Year 1 (2019 Q4 – 2020 Q4) – Submitted price (Base line)	2019 Q4	116.1	£100	
Year 2 (2020 Q4 – 2021 Q4) – No price increase but looking at rate increase for Year 3 & 4	2021 Q4	119.7		
Year 3 (2021 Q4 – 2022 Q4) – Price increased			£103.10	3.1%
Year 4 (2022 Q4 – 2023 Q4) – No price increase			£103.10	

*The base for increase will always be the initial prices (£100)

2. Pain / Gain Mechanism

- 2.1 A pain / gain mechanism will be used to help apportion commercial risk. This incentive is only in place for Year 1 of the contract for orders to be completed before 31st March 2025.
- 2.2 Any asset that requires rectification following delivery will not qualify for an incentive payment.
- 2.3 All incentive payments need to be agreed and signed off by the contract manager.
- 2.4 Incentive payments are offered for early completion (Pre-Delivery Inspection (PDI) signed off) of the main asset excluding ancillary items and attachments.
- 2.5 Incentive is calculated from the date of the order being placed providing 12 weeks for the PDI inspection to be completed and signed off.
- 2.6 Any main asset with a PDI completed after 31st March 2025 will incur a 2% penalty provided you have been allotted a minimum of 12 weeks to process the order.

The share percentages and ranges are detailed below:

Incentive payment					Penalty
More than 28 days early	More than 21 days early	More than 14 days early	More than 7 days early	Final date for delivery	Any orders signed off (PDI completed) after 31 st March 2025
1.00%	0.75%	0.50%	0.25%	0.00%	2.00%

Example

Date of Order: 1st December 2024

PDI Inspection Deadline: 23rd February 2025 (12 weeks or 84 days from the Date of Order)

PDI Inspection Completed and signed off: 9th February 2025 (14 days early)

Incentive Payment: 0.5%

****Pain / Gain payments are based on the cost of the main asset only.***

Supplier's Charges from Return Tender dated 24th September 2024

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Group 3 (Medium Embankment Cutter)

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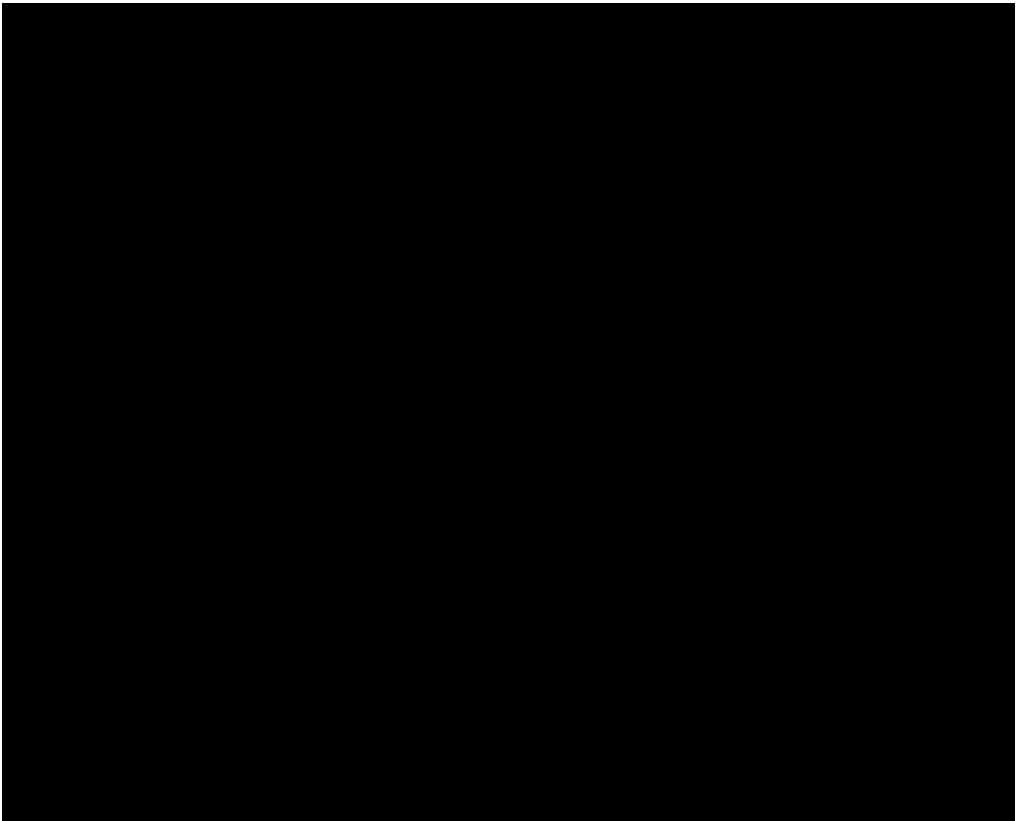
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