**Highways England**

**National Salt Saturator & Associated Equipment Assets Contract**

**North &South**

**Goods Information**

**June 2018**

**National Salt Saturator & Associated Equipment Assets Contract**

**North & South**

**Goods Information**

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| **Amend. No.** | **Revision No.** | **Amendments** | **Initials** | **Date** |
| --- | --- | --- | --- | --- |
| 1 | TA03 | Inclusion of Data Protection (Para 2.11) and GDPR Requirements (Annex 6) plus a few minor amendments to wording. | ADP | 25/06/18 |
| 2 | Corrections to GDPR following advice from BLP & Graham Woodhouse | LB | 25/06/18 |
| 3 | TA04 | Reword for para 2.2.16 | ADP | 09/07/18 |
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# INTRODUCTION

## Highways England (The *Purchaser*)

### The *Purchaser* is a road operator responsible for managing the busiest road network in Europe, carrying one-third of all road traffic and two-thirds of freight traffic in England.

### The roads that make up England’s Strategic Road Network (SRN) are a key enabler of economic growth and prosperity and are essential to the quality of life of the nation.

### The *Purchaser*’s role is to deliver a better service for road users and to support a growing economy. It must operate, manage and improve the Strategic Road Network in the public interest and maintain the network on a day-to-day basis and provide effective stewardship of the network’s long-term operation and integrity.

## Brine production and storage requirements

### The *Purchaser* requires the ability to produce and store brine solution to be used as a pre-cautionary de-icing treatment on the SRN.

### The *Purchaser* currently owns and operates a stock of Salt Saturator and associated equipment assets to produce and store brine solution. Some of the existing stock of Salt Saturator equipment is approaching its operational life expectancy and may require renewing.

### The *Purchaser* is also reviewing its winter maintenance requirements which may result in the need for additional Salt Saturator equipment at new or existing sites.

### There are two separate supply contracts for the provision of Salt Saturators and associated equipment assets. One covering the North of England and the other covering the South of England. The geographic area of coverage for each contract is shown in Annex 3.

### The contract provides the *Purchaser* with the ability to place batch orders with the *Supplier* for the supply and installation of Salt Saturators and associated equipment assets.

### The number of Salt Saturators and associated equipment assets purchased will be determined by individual batch orders subject to the outcome of asset condition inspections and funding availability.

### As detailed within the NEC 3 Supply Short Contract, Clause 23 when instructed by Batch Order the following provisions will apply. The template for a Batch Order is shown in Annex L:

### A Batch Order is the *Purchaser’s* instruction to supply items of goods in a batch within a stated period of time.

### A Batch Order includes:

* A description of the goods in the batch
* The quantity of goods in the batch
* The start date and completion date of the proposal to supply.
* The prices for the items of goods in the batch and the total price of the batch.

### The *Purchaser* may consult the *Supplier* about the contents of a Batch Order before he issues it for technical advice.

### The period between the issue dates of each Batch Order is not less than the batch order interval stated in the Contract Data. The *Purchaser* extends or reduces the period if both Parties agree.

### The prices for items of goods in the batch are taken from the Price Schedule.

### The *Supplier* starts work on the batch when the *Purchaser* has issues a Batch Order.

### A Batch Order is not issued after the end date.

### The following are compensation events, that additional funding and procurement route should be discussed with the Procurement Officer before issue:

* An item of goods required by the Batch Order which is not included in the Price Schedule.
* The total quantity of goods in the Batch Orders issued under this contract is different from that stated in the Price Schedule.
* The quantity of goods stated in a Batch Order is not within the range stated in the Contract Data.

1. The *Purchaser* intends to use email to issue batch orders to the *Supplier.* Email accounts provided by the *Supplier* will need to satisfy the IT data security requirements of the Client as per Annex F, Table 4 (Instructions for Tenderers) Assessment of Information Assurance.

## Winter maintenance operations

### The *Purchaser* has strategically located operational maintenance depots across the SRN from which winter maintenance operations are managed. Depots are equipped with winter maintenance vehicles, salt storage facilities and Salt Saturator equipment. The number of vehicles at a depot is dependent on the number of treatment routes operated from it. The locations and addresses of the depots are provided in [Annex 4](#_Annex_4:_Highways) and are subject to change.

### The *Purchaser* aspires to use any salt to produce brine solution (rock or marine salt); however, the *Purchaser* currently uses pure white salt (typically greater than 98.5% NaCl, e.g. marine salt) as its default material for use within the Salt Saturators.

### Winter maintenance operations are carried out on behalf of the *Purchaser* by a third-party Service Provider. The Service Provider also carries out all depot facilities management services on behalf of the *Purchaser*. This includes the operation and maintenance of Salt Saturator equipment.

### For the purposes of this contract the Service Provider is referred to as the *Depot Management Contractor*.

### Design services are carried out on behalf of the *Purchaser* by a third-party Consultant. The Consultant carries out all design services related to depot improvement works on behalf of the *Purchaser*. This includes the design of any enabling works required prior to the installation of Salt Saturator equipment.

### The *Purchaser* currently has 89 salt saturators and 35 ancillary pieces of equipment, located across 111 Depots. The specific replacement programme will be dependent upon the life of the asset. The *Supplier* will provide an effective replacement programme when products are at life end and also provide new equipment to new depots to meet the aspirations of the Winter Strategy. All equipment will have a 3-year warranty and the *Supplier* will provide training regarding the use, commission, testing and first diagnosis of issues. To support Highways England’s asset and winter strategy objectives, this contract has been split into 2 lots, North and South.

# Description of the Goods

## *Purchaser*’s requirements

### *The Supplier:*

* Provides technical advice to the *Purchaser* regarding Salt Saturator solutions including the provision of supporting brine storage tanks and/or water harvesting tanks that will provide the *Purchaser* with the required depot capacity for both brine production and storage.

### The *Supplier* on receipt of a batch order:

* Provides the detail required in 1.2.7 within two weeks of receiving a batch order,
* Demonstrates innovation while working collaboratively and in partnership with the *Purchaser*, the *Depot Management Contractor* and the Consultant.
* Able to adapt to a changing environment where necessary.
* Supplies and installs fully operational Salt Saturator equipment, and any associated equipment required to individual Highways England sites as specified in the batch order,
* Tests any Salt Saturator equipment and associated connections on completion of installation.
* Provides a minimum three year warranty per Salt Saturator from the initial commissioning date,
* Provides a minimum three year warranty per any associated equipment assets provided under this contract.
* Provides commissioning once a year for three years per Salt Saturator supplied and installed excluding testing on completion of installation; prior to the winter season (1 October – 30 April),
* Provides decommissioning once a year for three years per Salt Saturator supplied and installed at the end of winter season,
* Provides a decommissioning report in a format to be agreed with the *Purchaser* for each of the three years following the supply and installation year,
* Provides an operating manual per Salt Saturator supplied and installed within one month of the installation date. Two hard copies and a PDF electronic version must be provided,
* Provides one operational training session per Salt Saturator supplied and installed prior to the start of the winter season at a time agreed with the *Purchaser*,
* Provides additional training as instructed by the *Purchaser*,
* Where the supply, installation and commissioning takes place during the winter season operational training is provided within one week of the installation date, at a time agreed with the *Purchaser*,

## Requirements of the Supplier - Product Specification

### The Salt Saturator equipment provides concentration for sodium chloride brine between 20 and 23%. To avoid variations in concentration due to stratification in any of the brine storage tanks the solution is capable of being mixed thoroughly by the system automatically.

### The *Purchaser* and/or the *Depot Management Contractor* have a requirement to make regular checks of brine concentration, for example by checking the density of the solution. This is done by

* calculating by simple weighing of a known volume,
* By using a measurement instrument (salinity refractometer or salt hydrometer) to give a specific gravity, to ensure the concentration is as required or,
* Use of a measurement device installed into the equipment.

### For a concentration of 23% the density at 15°C will be 1176 kg/m3 (or specific gravity of 1.176). The equipment has the ability to make slight adjustments for densities measured at temperatures other than 15°C.

* The *Supplier* provides an integral measurement device or other method that provides ease of access to gain material for testing in accordance with the above,
* The Salt Saturator is capable of continuous automatic brine production (i.e. at any point whilst the equipment is switched on, and there is capacity within the storage tanks, Automatic Control/ replenishment of storage tanks) for a period of 24 hours,
* The Salt Saturator is capable of Automated Brine Concentration Control.

### The current minimum Salt Saturator capacity required on all sites is 20,000 litres of brine (gross). Where additional capacity is required the *Purchaser,* willseek advice from the *Supplier* prior to placement of a batch order with the *Supplier*.

### These standard generic Salt Saturator(s) must be capable of being loaded with salt by the *Purchaser’s* existing loading equipment, which for the majority of Highways England depot sites consists of telehandlers that have a standard reach. However for guidance purposes the maximum loading height must not exceed 7 (seven) metres.

### Where additional capacity is required separate brine storage tanks may be used, and should be costed for in the Price Schedule, but they must be capable of independently dispensing brine solution and remain part of the overall system for automated brine production, concentration control, and to ensure stratification cannot occur.

### A 20,000 litres brine storage tank will contain sufficient volumes of brine to fill six vehicles to their maximum volume (3000 litres).

### The minimum brine solution production rate will be 2000 L/hr.

### The design of the brine storage tanks complies with the recommendations provided in the National Winter Service Research Group (NWSRG) [Practical Guidance Documents Chapter 8 Treatments for Extreme Cold](javascript:__doPostBack('ctl00$ctl00$ctl00$cphStructure$cphMain$cphContentMain$mPublicationGridControl$GridViewCourses$ctl02$DownloadPublication','')).

### Where the system is connected to the mains water supply there must be backflow protection to stop brine solution running into fresh water supplies.

### The equipment must be capable of pumping to any of the *Purchaser’s* manufacturers’ spreader equipment within the specified vehicle manufacturer’s tolerances.

### The equipment has a brine filling hose connection protection device (break away coupling) at each outlet for the *Purchaser’s* vehicles.

### All water carrying pipework must be suitably protected from frost and freezing. Brine carrying pipework can be excluded if there is no risk from frost or freezing.

### There must be a user control interface with secure system access to control the Salt Saturator equipment that;

* + - 1. is accessible externally and require minimum user intervention to control the system,
      2. visibly displays the system status,

### runs software that is compatible with Highways England IT systems,

### is capable of easy remote access to view data and resolve any issues through a web based platform that does not require any additional software to be downloaded locally,

* + - 1. provides system reports on status and historical data that can be exported in .CSV file format,
      2. sends email and SMS alerts to multiple recipients,
      3. is protected from weather and environmental damage,

### the *Purchaser* advises how many user accounts are required for each site and those should have an individual secure log-in. Users include all operatives who have the need to interface with the Salt Saturator systems (e.g. drivers, maintenance operatives, managers),

### if the *Supplier* develops any software updates they liaise with the *Purchaser* to arrange how these are to be installed.

### The Salt Saturator must have a brine leak warning or detection system installed to detect leaks in the event of a component failure or impact to equipment. This leak detection system must provide both a visual and audio alert and send an email and SMS notification to multiple recipients.

### The Salt Saturator automatically stops brine production andsaturator/storage tank filling if a leak is detected.

### The Salt Saturator is designed for ease of use and maintenance. This includes any access equipment to comply with working at height regulations.

### The Salt Saturator is designed to prevent the ingress of foreign material or matter into the salt loading point.

### Where a Salt Saturator is replacing an expired system the proposed electrical and water connections will be situated within 5m of the existing connection points.

### The Salt Saturator must be designed and installed so that future optional requirements are fully integrated into the existing system with relative ease. Optional features could include the future provision of additional Brine storage tanks, or Rainwater harvesting systems to compliment or replace mains water supplies.

### All electrical equipment must be installed in accordance with EU statutory legislation and current EU legislative electrical requirements and standards.

### All equipment must be suitably ingress protection rated to suit the conditions of the application and environment.

## Requirements of the Supplier – Supply & Installation

### The *Supplier* provides the *Purchaser* with a proposed delivery and installation programme within two weeks from receipt of a batch order. The *Purchaser* and the *Depot Management Contractor* collaborates with the *Supplier* and the design Consultant to agree an acceptable programme and arrange site access as necessary. Access to sites is to be with prior agreement with the *Depot Management Contractor*.

### The *Supplier* adopts a rigorous quality control procedure compliant with BS EN 9001 throughout the manufacturing phase and prior to hydrostatic testing. Evidence of this must be submitted to the *Purchaser* prior to dispatch of each Salt Saturator.

### The *Supplier* demonstrates their ability to comply with an environmental management system consistent with ISO 14001 (or current standard that replaces it) throughout the life-cycle.

### The *Supplier* supplies, delivers, off loads, and installs equipment under the supervision of the *Depot Management Contractor*.

### Installation includes all final mechanical and electrical connections are to be completed and tested by the *Supplier* prior to leaving site. As well as test any Salt Saturator equipment and associated connections on completion of installation.

### Only on successful completion of the Supply & Installation requirements will the *Purchaser* accept ownership of the equipment. This will be confirmed between both *Supplier* and *Purchaser* by completion of the Vesting Certificate (Annex M).

## Requirements of the Supplier – Commissioning & Decommissioning

### The *Supplier* coordinates with the *Depot Management Contractor* the requirements in each depot for commissioning and decommissioning.

### A report is provided to the *Purchaser* following each decommissioning, which includes identification and reporting of any maintenance requirements, defects, damage or repairs required to make the equipment fit for purpose and operational. The report is in a format agreed between the *Supplier* and the *Purchaser*. Each report is signed off between the *Supplier* and the *Purchaser*.

## Requirements of the Supplier – Operation & Warranty Period

### The *Supplier* provides the *Purchaser* with a full parts and labour regime during the warranty period on all software and hardware provided. This also covers any software upgrades.

### During the warranty period (and specifically in the winter period), the *Supplier* provides sufficient support to minimise any equipment downtime.

### The *Supplier* provides the *Purchaser* with a technical and a help service support structure and provides replacement components to ensure operational requirements at each depot site are not compromised or interrupted for longer than any continuous 24-hour period. The period will apply from the moment of logging the defect.

## Requirements of the Supplier – Training

### Following installation and initial commissioning, the *Supplier* provides training to the *Depot Management Contractor’s* staff to enable the safe operation of the saturator and associated equipment, and to aid any ongoing maintenance requirements, fault diagnostics and rectification.

### The *Supplier* provides as a minimum to the *Depot Management Contractor* the following:

* operational training - on site demonstration activities for the operation of the salt saturator during the warranty period with the provision of a certification of competence to the nominated individuals,
* supervisor’s maintenance training - on site demonstration of all commissioning and decommissioning activities and fault finding and rectification during the warranty period with the provision of a certification of competence to the nominated individuals,
* an instruction manual and an operational / maintenance Equipment Manual as well as a repair manual. Two hard copies to be made available per saturator and an electronic format (PDF) to the *Purchaser*.

### The *Supplier* ensures that following the warranty period, the *Purchaser’s Depot Management Contractor* is able to commission, decommission, operate, maintain and identify and repair any defects.

## Health, Safety and Environmental requirements

### The *Purchaser* achieves the vision that “no one should be harmed when travelling or working on the strategic road network” and a value that we “keep ourselves and others safe, above all else.” This includes operations in depots.

### The *Supplier* complies with all relevant Health and Safety and Environmental legislation during manufacturing, delivery and installation.

### The *Supplier* designs Salt Saturator equipment to eliminate or minimise health and safety risk in buildability and operability and maintenance.

### Health and safety – exchange of information:

* + - 1. The *Purchaser* provides information to the *Supplier* to enable the installation to be performed in a safe manner,
      2. The *Supplier* provides information in a manner and form specified by the *Purchaser*.
      3. The *Supplier* without delay brings to the attention of the *Purchaser* any previously unrecognised significant situation or discovery that may have detrimental effect to the health and safety of persons.

### The *Supplier* ensures that its employees are supervised and competent to supply and install Salt Saturator equipment.

### The *Supplier* provides to the *Purchaser* upon request, all records of training of the *Supplier’s* employees.

### The *Supplier* complies with the health and safety requirements of the relevant *Depot Management Contractor*. This involves providing risk assessments and method statements and attending a site induction.

### The *Supplier* complies with the health and safety requirements of the relevant *Depot Management Contractor*. This involves providing risk assessments and method statements prior to the commencement of the works and attending a site induction.

### The *Supplier* reports to the *Purchaser* and *Depot Management Contractor* any accidents to people employed by the *Supplier*.

### Construction Design and Management (CDM) Regulations 2015 compliance:

* the *Supplier* fulfils the duties of designer and contractor in the supply and installation of Salt Saturator equipment,
* the *Depot Management Contractor* fulfils the duties of the principal contractor,
* the *Purchaser* fulfils the duties of the principal designer or may appoint a third-party Design Consultant to fulfil the duties of the principal designer on his behalf,
* the *Supplier* provides all information required to allow the principal contractor and principal designer to fulfil their duties including risk assessments, method statements, programmes, as built drawings and any other information required for the Health and Safety Construction Phase Plan and Health and Safety File.

### The *Supplier* notifies the *Depot Management Contractor* of any known Health and Safety hazards which may affect the provision, maintenance and operation of the Salt Saturators.

### In Providing the Goods, the *Supplier* complies with the *Purchaser’s* environmental policy, which includes the need to conserve energy, water and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.

### The *Supplier*, its sub-contractors, and subsubcontractors and supply chain is required to follow all applicable requirements of law in relation to Health & Safety, and provide all relevant training, and documentation such as method statements, risk assessments, plant records etc. as required, for any activities or tasks required under this contract

## Security

### The *Supplier* complies with all security measures and requirements provided by the *Depot Management Contractor* whilst on site.

### The *Supplier* ensures that any plant and equipment are stored and operated in cooperation with the *Depot Management Contractor’s* requirements.

## Performance Management

### The Collaborative Performance Framework (CPF) is Highways England’s standard approach to measuring performance data to maintain visibility of Service Provider performance and identify where improvement interventions are required. Performance monitoring is conducted by regularly reviewing service levels achieved over an agreed period against a suite of metrics that set out a framework of expected standards across contracted activities. These performance standards are used by Service Providers across Highways England contracts, with a framework of metrics constructed to suit the specific needs of the service being provided.

### While the effectiveness of Highways England maintenance or infrastructure improvement contracts are monitored via multiple performance metrics within an overarching theme, this specialist contract is reflected by a much lighter performance framework with a single metric across the most relevant themes:

* Health and Safety
* Collaborative Behaviour
* Customers and Stakeholders
* Quality
* Innovation

### The *Purchaser* will generally review the CPF twice yearly and may issue updates because of these reviews. These updates may include:

1. the use of new repositories for all performance measurement related data,
2. the introduction of new or revised measurements or procedures to gather consistently high-quality data for performance measurement,
3. the introduction of new capabilities or methodologies to monitor and deliver areas of performance measurement,
4. the introduction or modification to targets for Supplier performance and
5. the introduction of new iterations of the Collaborative Performance Framework (CPF) Guidance documentation.

### These metrics are self-scored by the *Supplier* each quarterly period based upon performance delivered and submitted to the Highways England National Contract Manager for review and agreement.

### Performance interventions will be necessary if the *supplier* is falling below the required level of service, which is judged as being below a CPF score of 6 in each performance measure. The failure level constitutes continued performance below this acceptable threshold across any of the metrics on which the *supplier* is being measured during the reporting period.

### Performance is assessed on a sliding scale which differentiates service levels delivered to the following criteria:

* Black (0) – No data provided by the *supplier* or Totally dissatisfied
* Red (2.00 – 3.99) – Highly unacceptable or Highly dissatisfied
* Amber (4.00 – 5.99) – Unacceptable or dissatisfied
* Green (6.00 – 7.99) – Acceptable or Satisfied
* Blue (8.00 – 9.99) – High or sustained performance
* Blue+ (10.00) – Driving Best Practice
* White – “Not Scored” (awarded when a metric is not scored for legitimate reasons, for example when the metric is not valid for the activity being considered)

### In the event that performance interventions fails to achieve the desired improvement whereby a contract is terminated due to a *Supplier* not achieving the required level of service, Highways England reserves the right to award work directly to the other performing *Supplier*.

## Conflict of interest

### The *Supplier* does not take an action which would cause a conflict of interest to arise relating to this contract.

### The *Supplier* notifies his employees and subcontractors (at any stage of remoteness from the *Purchaser*), and procures that any subcontractor (at any stage of remoteness from the *Purchaser*) notifies its employees, who are engaged in Providing the Goods that they do not take an action which would cause an actual or potential conflict of interest to arise in connection with Providing the Goods.

### The *Supplier* ensures that any employee of the *Supplier* or of any subcontractor (at any stage of remoteness from the *Purchaser*) who is engaged in providing the Goods completes a declaration of interests and conflict of interests in the form set out in the Goods Information Annex C. The *Supplier* issues to the *Purchaser* any completed declaration of interests and conflict of interests.

### The *Supplier*

* immediately notifies the *Purchaser* and
* procures that any subcontractor (at any stage of remoteness from the *Purchaser*) immediately notifies the *Supplier*
* if there is any uncertainty about whether a conflict of interest may exist or arise.

### Following a notification from the *Supplier*, the *Purchaser* may

* require the *Supplier* to stop Providing the Goods until any conflict of interest is resolved or
* require the *Supplier* to submit to the *Purchaser* for acceptance a proposal to remedy the actual or potential conflict of interest.

### A reason for not accepting the submission is that it does not resolve the conflict of interest. The *Supplier* amends the proposal in response to any comments from the *Purchaser* and resubmits it to the *Purchaser* for acceptance. The *Supplier* complies with the proposal once it has been accepted.

### A failure to comply with this section is treated as the *Supplier* having substantially failed to comply with the contract.

## Data Protection

### Definitions

1. **Data** is all Personal Data collected, generated or otherwise processed by the *Supplier* in the course of Providing the Goods.
2. **Data Protection Acts** are
3. prior to 25 May 2018, the Data Protection Act 1998 (as amended),
4. from 25 May 2018, the General Data Protection Regulation (EU2016/679) and
5. at all times, any other data protection laws and regulations applicable in England and Wales.
6. **Data Subject** is an individual who is the subject of Personal Data.
7. **EEA** is the European Economic Area
8. **Personal Data** is any data relating to an identified or identifiable individual that are within the scope of protection as “personal data” under the Data Protection Acts.
9. **Security Incident** is a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Data.
10. **Sub-Processor** is a third party (including Associated Company) engaged by the *Supplier* to process Data.
11. **Supervisory Authority** is any regulatory, supervisory, governmental or other competent authority with jurisdiction or oversight over the Data Protection Acts.

## For the purposes of this contract and the Data Protection Acts

* the *Purchaser* is the Data Controller, and
* the *Supplier* is the Data Processor and
* this section and Annex 6 together constitute a data processing agreement where required by the Data Protection Acts.

## The *Supplier* processes the Data in accordance with the Data Protection Acts and only to the extent necessary for the purpose of Providing the Goods

## The *Supplier* does not knowingly do anything or permit anything to be done which might lead to a breach of the Data Protection Acts by either Party.

## The *Supplier* obtains and maintains until the Delivery Date all registrations and notifications that it is obliged to obtain and maintain pursuant to the Data Protection Acts in respect of Providing the Goods.

## The *Supplier* only processes Data to the extent it relates to;

* the types of Data,
* the categories of Data Subject and
* the nature and purpose

Set out in Annex 6 and only for the duration specified in Annex 6.

## Without prejudice to 2.1.3 the *Supplier* processes the Data only in accordance with the instructions of the *Purchaser*, unless the *Supplier* is required to process Data for other reasons under the laws of the European Union (or a member state of the EEA) to which the *Supplier* is subject. If the *Supplier* is required to process the Data for these other reasons, it informs the *Purchaser* before carrying out the processing, unless prohibited by relevant law.

## The *Supplier* immediately informs the *Purchaser* if it believes that an instruction infringes the Data Protection Acts or any other applicable law.

## The *Supplier* has in place and maintains for as long as it holds any Data in accordance with then current good industry practice, taking into account the state of the art, the costs of implementing and the nature, scope, context and purposes of processing

* appropriate technical and organisational measures (having regard to the nature of the Data) to protect the Data against accidental, unauthorised or unlawful processing, destruction, loss, damage, alteration or disclosure and
* adequate security programmes and procedures to ensure that unauthorised persons do not have access to the Data or to any equipment used to process the Data,

in each case to ensure that the *Supplier’s* processing is in accordance with the Data Protection Acts and protects the rights of Data Subjects.

2.1.19 The *Supplier* ensures that all persons authorised to process Data are bound by obligations equivalent to those set out in clause Z12 (Confidentiality) and this section and are aware of the *Supplier’s* obligations under the contract and the Data Protection Acts.

2.21. The *Supplier* ensures access to the Data is limited to those persons who need access in order for the *Supplier* to Provide the Goods and (in each case) to such parts of the Data as are strictly necessary for performance of that person’s duties.

2.22 Where the *Supplier* obtains or collects Personal Data on behalf of the *Purchaser*, the *Supplier*

* provides to Data Subjects a data protection notice in a form acceptable by the *Supplier* informing the Data Subject of the identity of the *Purchaser*, the identify of any data protection representative it may have appointed, the purpose or purposes for which their Personal Data will be processed and any other information which is necessary having regard to the specific circumstances in which the Personal Data is, or is to be, processed to enable processing in respect of the Data Subject to be fair and
* where applicable, obtains all necessary consents for the processing of Data.

2.23 On request, the *Supplier*, takes all necessary actions and provides the *Purchaser* with all reasonable assistance necessary for the *Purchaser* to comply with its obligations under the Data Protection Acts in relation to the rights of Data Subjects, including;

* the provision of access to, and information relating to, Data,
* the rectification of inaccurate Data
* the permanent erasure of inaccurate Data,
* the restriction of processing of Data,
* the provision of a copy of Data in machine readable format, and
* the right to data portability via transfer of Data to a third party.

2.24. The *Supplier* immediately notifies the *Purchaser* if it receives

* a request from ~~and~~ any Data Subject whose Personal Data it holds to access their Personal Data,
* a complaint or request relating to the *Purchaser’s* obligations under the Data Protection Acts, or
* a request from any Supervisory Authority for assistance or information, unless provided by relevant law.

2.25. The *Supplier* assists and co-operates with the *Purchaser* in relation to any complaint or request received, including

* providing full details of the complaint or request
* complying with the request within the time limits set out in the Data Protection Acts and in accordance with the instructions of the Purchaser, and
* promptly providing the *Purchaser* with any Personal Data and any other information requested by it to enable it to respond to the request.

2.26. The *Supplier* does not process the Data outside the EEA (other than in the United Kingdom) without the agreement of the *Purchaser*. Where the *Purchaser* agrees, the *Supplier*

* provides evidence (acceptable to the *Purchaser*) of appropriate safeguards as required by the Data Protections Acts and
* complies with the instructions of the *Purchaser*.

2.27. Prior to allowing a Sub-Processor to process any Data, the *Supplier* enters into a written agreement with the Sub-Processor under which the Sub-Processor is obliged to comply with the terms of this section. The *Supplier* remains fully liable to the *Purchaser* for any acts or omissions of any Sub-Processors.

2.28. The *Supplier* complies with the requirements of the *Purchaser* in relation to the storage, dispatch and disposal of Data in any form or medium. Any requirement for the *Supplier* to destroy or delete copies of the Data is subject to any law of the European Union (or a member state of the EEA) to which the *Supplier* is subject that requires Data to be retained.

2.29. The *Supplier* notifies the *Purchaser* within 24 hours of becoming aware of a Security Incident or any other breach of this section. The notification includes, as far as possible

* a description of the nature of the Security Incident, including the categories and approximate number of Data Subjects concerned,
* the likely consequences of the breach and
* the measures taken, or to be taken, to address the breach, including measures taken to mitigate any possible adverse effects.

2.30. In the event of a Security Incident, the *Supplier* provides the *Purchaser* with full co-operation and assistance in dealing with the Security Incident, in particular in notifying individuals affected by the Security Incident or a Supervisory Authority as required by the Data Protection Acts.

2.31. On request (but not more than once in any 12 month period) the *Supplier* provides to the *Purchaser* all necessary information to demonstrate the *Supplier’s* compliance with this section.

2.32. The *Supplier* promptly provides all assistance and information requested by any Supervisory Authority or required by the *Purchaser* in order for the *Supplier* to ensure compliance with its obligations under the Data Protection Acts, including in relation to

* security of processing,
* preparation of any necessary data protection impact assessments and
* undertaking any necessary data protection consultations.

2.33. The *Supplier* maintains electronic records of all processing activities carried out on behalf of the *Purchaser*, including:

* the information described in this section
* the different types of processing being carried out (if applicable),
* any transfers of Data outside of the EEA or the United Kingdom, identifying the relevant country or international organisation and any documentation required to demonstrate suitable safeguards and
* a description of the technical and organisational security measures referred to in this section.

The *Supplier* makes these records available to the *Purchaser* promptly on request.

2.34. If it is or becomes a requirement that, under the Data Protection Acts or other applicable laws, this section must be governed by the laws of a member state of the European Union, and the law of the contract does not or ceases to satisfy this requirement, this section is governed by and construed in accordance with the laws of Ireland.

2.35. A failure to comply with this section is treated as a substantial failure by the *Supplier* to comply with its obligations.

# Specifications

## Specifications for the Salt Saturator Contract

### As stated in [Section 2 Description of the Goods.](#DESCRIPTION_GOODS)

# Constraints on how Supplier Provides the Goods.

### As stated in [Section 2 Description of the Goods.](#DESCRIPTION_GOODS)

# Requirement of programme

### As stated in [Section 2 Description of the Goods.](#DESCRIPTION_GOODS)

# Services and OTHER things provided by the Purchasers

### As stated in [Section 2 Description of the Goods.](#DESCRIPTION_GOODS)

# PURCHASER’S Provisions

## Purchaser’s Provisions during service

### The *Purchaser*:

* provides *the* *Supplier* with batch orders, confirming the number of units to be provided and their intended locations,
* provides a base or ground within each depot site that meets with any of the manufacturer’s requirements for the installation of the salt saturator and any associated equipment ordered per depot to comply with brine storage capacity required
* provides a mains power supply (single phase supply / three phase as confirmed by the Depot Management Contractor) and access to a mains water supply (water pressures and pipe diameters) within 5 metres of the proposed equipment location,
* provides health and safety information, in relation to the site the *supplier* works in; and,
* provides access to the depot sites as required during normal working hours, upon request, from the starting date.

## Removal and Disposal

### The *Depot Management Contractor* gives access to the site, reviews the health and safety documentation provided by *the Supplier* andprovides a safe working area for *the Supplier.*

### The *Depot Management Contractor* ensures that all existing equipment and any unnecessary ancillary equipment such as walkways, is dismantled and removed prior to the installation of new equipment, and made good as required.

# Supply requirement

### As stated in [Section 2 Description of the Goods.](#DESCRIPTION_GOODS)

# Annex 1: Form of Parent Company Guarantee

DATED

|  |
| --- |
| **HIGHWAYS ENGLAND COMPANY LIMITED**  as Purchaser  **[●]**  as Guarantor |
| **PARENT COMPANY GUARANTEE**  relating to a term contract for the provision of  goods and services in respect of [                              ] |

**DATED [●]**

**PARTIES**

1. **HIGHWAYS ENGLAND COMPANY LIMITED** (company no 09346363) whose registered office is at Bridge House, 1 Walnut Tree Close, Guildford, Surrey GU1 4LZ (the “**Purchaser**”)
2. [●] (company no [●]) whose registered office is at [●] (the “**Guarantor**”)

**BACKGROUND**

1. By the Contract, the *Purchaser* has employed the *Supplier* to Provide the Goods or Services.
2. The Guarantor is the ultimate parent company of the *Supplier.*
3. The Guarantor has agreed to guarantee the due performance by the *Supplier* of his obligations under the Contract in the manner set out in this deed.

**OPERATIVE PROVISIONS**

1. **Definitions and interpretation**

1.1 Unless the contrary intention appears, the following definitions apply:

“**Contract**” means the contract dated [●] between the *Purchaser* (1) and the *Supplier* (2) under which the *Supplier* has agreed to Provide the Goods.

“**Supplier**” means [●] (company no [●]) whose registered office is at [●].

“**Insolvency Event**” means the **Supplier** being unable to pay its debts (as defined by Sections 123(1) and 268(1) of the Insolvency Act 1986) or any corporate action, legal proceedings or other procedure or step is taken in relation to:

(a) suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the *Supplier* other than a solvent liquidation or reorganisation of the *Supplier*;

(b) a composition, assignment or arrangement with any creditor of the *Supplier*;

(c) the appointment of a liquidator, receiver, administrator, administrative receiver, compulsory manager or other similar officer in respect of the *Supplier* or any of its assets; or

(d) enforcement of any security over any assets of the *Supplier*, or any analogous procedure or step is taken in any jurisdiction.

“**Services**” means the goods or services to be provided by the *Supplier* pursuant to the Contract.

1.2 The clause headings in this deed are for the convenience of the parties only and do not affect its interpretation.

1.3 Words importing the singular meaning include the plural meaning and vice versa.

1.4 Words denoting the masculine gender include the feminine and neuter genders and words denoting natural persons include corporations and firms and all such words will be construed interchangeably.

1.5 References in this deed to a clause are to a clause of this deed.

1.6 References in this deed to any statute or statutory instrument include and refer to any statutory amendment or re-enactment for the time being in force.

**2. Guarantee**

2.1 In consideration of the *Purchaser* agreeing to enter into the Contract with the *Supplier*, the Guarantor irrevocably and unconditionally guarantees and undertakes to the *Purchaser* that:

1. the *Supplier* will perform and observe all his obligations under the Contract at the times and in the manner provided in the Contract; and
2. in the event of any breach of such obligations by the *Supplier*, the Guarantor will procure that the *Supplier* makes good the breach or otherwise cause it to be made good and will indemnify the *Purchaser* against any loss, damage, demands, charges, payments, liability, proceedings, claims, costs and expenses suffered or incurred by the *Purchaser* arising from or in connection with it.

2.2 The Guarantor will also indemnify the *Purchaser* against:

1. any costs, losses and expenses (including legal expenses) which may be suffered or incurred by the *Purchaser* in seeking to enforce and enforcing (i) this Guarantee and/or (ii) any judgment or order obtained in respect of this Guarantee; and
2. any loss or liability suffered or incurred by the *Purchaser* if any of the obligations of the *Supplier* under the Contract is or becomes illegal, invalid or unenforceable for whatsoever reason as if such obligations were not illegal, invalid or unenforceable.

2.3 Except in the case of an action under clause 2.2 or clause 5, any limitation or defence which would have been available to the *Supplier* in an action under the Contract will likewise be available to the Guarantor in a corresponding action under this deed.

1. **Guarantor’s liability**

3.1 The obligations of the Guarantor under this deed are in addition to and independent of any other security which the *Purchaser* may at any time hold in respect of the *Supplier’s* obligations under the Contract and may be enforced against the Guarantor without first having recourse to any such security.

3.2 The obligations of the Guarantor under this deed are in addition to and not in substitution for any rights or remedies that the *Purchaser* may have against the *Supplier* under the Contract or at law.

3.3 The liability of the Guarantor under this deed will in no way be discharged, lessened or affected by:

1. an Insolvency Event;
2. any change in the constitution, status, function, control or ownership of the *Supplier* or any legal limitation, disability or incapacity relating to the *Supplier* or any other person;
3. the Contract or any of the provisions of the Contract being or becoming illegal, invalid, void, voidable or unenforceable;
4. any time given, waiver, forbearance, compromise or other indulgence shown by the *Purchaser* to the *Supplier*;
5. the assertion or failure to assert or delay in asserting any rights or remedies of the *Purchaser* or the pursuit of any right or remedy of the *Purchaser;*
6. the giving by the *Supplier* of any security or the release, modification or exchange of any such security or the liability of any person; or
7. any other act, event, omission or circumstance which but for this provision might operate to discharge, lessen or otherwise affect the liability of the Guarantor,

3.4 in each case with or without notice to, or the consent of, the Guarantor and the Guarantor unconditionally and irrevocably waives any requirement for notice of, or consent to, such matters.

3.5 Any decision of an adjudicator, expert, arbitral tribunal or court in respect of or in connection with the Contract and any settlement or arrangement made between the *Purchaser* and the *Supplier* will be binding on the Guarantor.

**4 Variations to the Contract**

4.1 The Guarantor authorises the *Supplier* and the *Purchaser* to make any addition or variation to the Contract, the due and punctual performance of which will likewise be guaranteed by the Guarantor in accordance with the terms of this deed. The liability of the Guarantor under this deed will in no way be discharged or lessened by any such addition or variation.

**5 Liquidation/DEtermination**

5.1 The Guarantor covenants with the *Purchaser* that:

1. if a liquidator is appointed in respect of the *Supplier* and the liquidator disclaims the Contract; or
2. if the *Supplier’s* employment under the Contract is determined for any reason,

the liability of the Guarantor under this deed will remain in full force and effect.

**6 Waiver**

6.1 The Guarantor waives any right to require the *Purchaser* to pursue any remedy (whether under the Contract or otherwise) which it may have against the *Supplier* before proceeding against the Guarantor under this deed.

**7 Rights of Guarantor against SUPPLIER**

7.1 The Guarantor will not by any means or on any ground seek to recover from the *Supplier* (whether by instituting or threatening proceedings or by way of set-off or counterclaim or otherwise) or otherwise to prove in competition with the *Purchaser* in respect of any payment made by the Guarantor under this deed nor be entitled in competition with the *Purchaser* to claim or have the benefit of any security which the *Purchaser* holds for any money or liability owed by the *Supplier* to the *Purchaser*. If the Guarantor will receive any monies from the *Supplier* in respect of any payment made by the Guarantor under this deed, the Guarantor will hold such monies in trust for the *Purchaser* for so long as the Guarantor remains liable or contingently liable under this deed.

**8 Continuing guarantee**

8.1 The terms of this deed are a continuing guarantee and will remain in full force and effect until each part of every obligation of the *Supplier* under the Contract has been performed and observed and until each and every liability of the *Supplier* under the Contract has been satisfied in full.

**9 Third party rights**

9.1 Unless the right of enforcement is expressly granted, it is not intended that any third party should have the right to enforce any provision of this deed pursuant to the Contracts (Rights of Third Parties) Act 1999.

**10 Notices**

10.1 Any notice or other communication required under this deed will be given in writing and will be deemed to have been properly given if compliance is made with section 196 of the Law of Property Act 1925 (as amended by the Recorded Delivery Service Act 1962 and the Postal Services Act 2000).

**11 Governing law**

11.1 The application and interpretation of this deed will in all respects be governed by English law and any dispute or difference arising under it will be subject to the exclusive jurisdiction of the courts of England and Wales save that any decision, judgment or award of such courts may be enforced in the courts of any jurisdiction.

**This deed has been executed as a deed and delivered on the date stated at the beginning of this deed.**

**EXECUTION PAGE**

|  |  |
| --- | --- |
| Executed as a deed by **[GUARANTOR]** acting by [*name of director*] in the presence of:  Name of witness:  Signature of witness:  Address:  Occupation: | Director |

or

|  |  |
| --- | --- |
| Executed as a deed by **[GUARANTOR]** acting by: | ) ) |
|  |  |
|  | Direct Director |
|  |  |
|  | Direc Director/Secretary |

# Annex 2: Form of Novation Agreement

DATED [●]

|  |
| --- |
| HIGHWAYS ENGLAND COMPANY LIMITED  as Old Purchaser  **[●]**  as New Purchaser  **[●]**  as Supplier |
| **DEED OF NOVATION**  relating to a term contract for  the provision of goods or services in respect of [●] |

**DATED** Error! Reference source not found.

**PARTIES**

1. **HIGHWAYS ENGLAND COMPANY LIMITED** (company no 09346363) whose registered office is at Bridge House, 1 Walnut Tree Close, Guildford, Surrey GU1 4LZ (the “**Old Purchaser**”)

[***insert details of replacement authority***] (the “**New Purchaser**”)

[●] (company no [●]) whose registered office is at [●] (the “**Supplier**”)

**BACKGROUND**

1. By the Contract, the Old *Purchaser* has employed the *Supplier* to provide the Services.

The Old *Purchaser* has agreed (with the consent of the Supplier) to transfer all its rights and obligations under the Contract to the New *Purchaser* and the *Supplier* has agreed to accept the liability of the New *Purchaser* in place of the liability of the Old *Purchaser* under the Contract upon and subject to the terms of this deed, which is supplemental to the Contract.

**DEFINITIONS AND INTERPRETATION**

Unless the contrary intention appears, the following definitions apply:

“**Contract**” means the term contract dated [●] between the *Purchaser* (1) and the *Supplier* (2) (including any further agreement varying or supplementing the Contract) under which the *Supplier* has agreed to provide the Services.

“**Services**” means the services to be provided by the *Supplier* pursuant to the Contract.

The clause and paragraph headings in this deed are for ease of reference only and are not to be taken into account in the construction or interpretation of any provision to which they refer.

Words in this deed denoting the singular include the plural meaning and *vice versa*.

References in this deed to any statutes or statutory instruments include any statute or statutory instrument amending, consolidating or replacing them respectively from time to time in force, and references to a statute include statutory instruments and regulations made pursuant to it.

Words in this deed importing one gender include both other genders and may be used interchangeably, and words denoting natural persons, where the context allows, include corporations and *vice versa*.

**Novation**

The Old *Purchaser* and the *Supplier* release and discharge each other from the further performance of their respective obligations in under the Contract and the *Supplier* acknowledges and accepts the liability of the New *Purchaser* in place of the liability of the Old *Purchaser* under the Contract.

The *Supplier* undertakes to be bound to the New *Purchaser* by the terms of the Contract in every way as if the New *Purchaser* was and always had been a party to the Contract in place of the Old *Purchaser*.

The *Supplier* acknowledges and warrants to the New *Purchaser* that it has duly observed and performed and will continue duly to observe and perform all its obligations under the Contract.

**New Purchaser’s undertaking**

The New *Purchaser* undertakes to be bound to the *Supplier* by the terms of the Contract and to perform the obligations on the part of “the *Purchase*r” in relation thereto in every way as if the New *Purchaser* was and always had been a party to the Contract in place of the Old *Purchaser.*

**Payment of sums due**

The *Supplier* and the Old *Purchaser* agree that the total amount to be paid by the Old *Purchaser* to the *Supplier* for Services provided under the Contract prior to the date of this deed is £[●]. The *Supplier* acknowledges that the Old *Purchaser* has paid the sum of £[●] prior to the date of this deed. The balance of £[●] will be invoiced by the *Supplier* to the Old *Purchaser* and paid by the Old *Purchaser* in accordance with the Contract.

The *Supplier* and the New *Purchaser* agree that the New *Purchaser* will be solely responsible (to the exclusion of the Old *Purchaser)* for payment of all sums due to the *Supplier* under the Contract for Services provided after the date of this deed.

[Where, under Clause 2.2 above or under any other contract between the New *Purchaser* and the *Supplier*, any sum of money is recoverable from or payable by the *Supplier* to the New *Purchaser*, such sum may be deducted from or reduced by the amount of any sum then due or which may at any time become due from the New *Purchaser* to the *Supplier* under Clause 4.2 above or under any other contract with any Department or Office of Her Majesty’s Government.][[1]](#footnote-1)

**Notices**

Any notice or other communication required under this deed will be given in writing and will be deemed to have been properly given if compliance is made with section 196 of the Law of Property Act 1925 (as amended by the Recorded Delivery Service Act 1962).

**Governing law and disputes**

The application and interpretation of this deed will in all respects be governed by English law and any dispute or difference arising under this deed will be subject to the jurisdiction of the English courts.

**This Deed has been executed as a deed and delivered on the date stated at the beginning of this Deed.**

**EXECUTION PAGE**

|  |  |
| --- | --- |
| OPTION 1a *[execution by a Highways England under seal]*  Executed as a deed by **HIGHWAYS ENGLAND COMPANY LIMITED** by affixing his common seal in the presence of: | ) ) |
|  |  |
|  | Director |
|  |  |
|  | Director/Secretary |
|  |  |
| OPTION 1b *[execution by a Highways England under seal]*  Executed as a deed by **HIGHWAYS ENGLAND COMPANY LIMITED** by affixing his common seal in the presence of: | ) ) |
|  |  |
|  | Authorised Signatory |
|  |  |
|  | Authorised Signatory |
|  |  |
| OPTION 2a Executed as a deed by **HIGHWAYS ENGLAND COMPANY LIMITED** acting by: | ) ) |
|  |  |
|  | Director |
|  |  |
|  | Director/Secretary |
|  |  |
| OPTION 2b Executed as a deed by **HIGHWAYS ENGLAND COMPANY LIMITED** acting by: | ) ) |
|  |  |
|  | Authorised Signatory |
|  |  |
|  | Authorised Signatory |
|  |  |

|  |  |
| --- | --- |
|  |  |
|  |  |
|  |  |
|  |  |
| Executed as a deed by **[NEW PURCHASER]** in the presence of: | ) ) |
|  |  |
|  | Authorised Signatory |
|  |  |
|  | Authorised Signatory |
|  |  |
|  |  |
|  |  |
| Executed as a deed by **[SUPPLIER]** in the presence of: | ) ) |
|  |  |
|  | Director |
|  |  |
|  | Director/Secretary |

# Annex 3: geographic area of coverage for each contract (north/South)

The north covers the following Highways England Areas; Area 14, Area 13, Area 12, Area 10, Area 9 and Area 7. Names and addresses of depots located within these areas can be found in Appendix 4.

The south covers the following Highways England Areas; Area 1, Area 2, Area 3, Area 4, Area 6, and Area 8. Names and addresses of depots located within these areas can be found in Appendix 4.

The Highways England network management map is provided in the link below:

<https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/677493/s170085_Network_Manangement_Map.pdf>

# Annex 4: Highways England’s Depots

Highways England’s depots (locations and addresses) for each Area are listed below:

**Area 1**

|  |  |  |
| --- | --- | --- |
| AREA | DEPOT NAME | ADDRESS |
| 1 | **Doublebois** | Doublebois Industrial Estate, Cornwall, PL14 6LE |
| 1 | **Bodmin Depot** | Central Group Centre, Castle Carlyle Road, Bodmin, Cornwall |
| 1 | **Notter Bridge Depot** | Notter Bridge, Saltash, Cornwall, PL12 4RW |
| 1 | **Pridhamsleigh Depot Buckfastleigh** | Old Pridhamsleigh Quarry, Buckfastleigh, Devon, TQ13 7JJ |
| 1 | **Scorrier Depot** | Radnor Road Scorrier, Redruth, Cornwall,  TR16 5EH |
| 1 | **Sowton Depot Exeter** | Sowton Depot, Avocet Road,  Sowton Industrial Estate,  Exeter,  EX2 7JF |
| 1 | **Tolpetherwin Depot** | Launceston, Cornwall, PL15 7QN |

**Area 2**

|  |  |  |
| --- | --- | --- |
| AREA | DEPOT NAME | ADDRESS |
| 2 | **Almondsbury Depot** | Almondbury Depot, Gloucester Road, Almondsbury, Bristol, BS32 4AG |
| 2 | **Badbury Depot** | Badbury Motorway Maintenance Depot, Plough Hill, Chisledon, Swindon, SN4 0HJ |
| 2 | **Bamfurlong Depot** | Bamfurlong Depot, Junction 11 – M5, Bamfurlong, Cheltenham, Gloucestershire, GL5 6SU |
| 2 | **Chelston Depot** | Chelston Motorway Maintenance Depot, Wellington, Somerset,  TA21 9PL |
| 2 | **Clevedon Depot** | Motorway Maintenance Compound, Tickenham Road, Clevedon, North Somerset,  BS21 6QX |
| 2 | **Eastington Depot** | Eastington Motorway Maintenance Depot, Fromebridge, Whitminster, Gloucester,  GL12 7NJ |
| 2 | **Edithmead Depot** | Edithmead Motorway Maintenance Compound, Near Highbridge, Bridgewater, Somerset,  TA19 9FF |
| 2 | **Falfield Depot** | Motorway Maintenance Depot, Tortworth Road, Falfield, South Gloucestershire, GL12 8EE |
| 2 | **Huntworth Depot** | Huntworth Motorway Maintenance Compound, Huntworth Gate, Bridgewater, Somerset, TA6 6LQ |
| 2 | **Southfields Depot** | Southfields Roundabout, Horton, Nr Ilminster, Somerset, TA19 9FF |
| 2 | **Stanton (Reserve) Depot** | Stanton Motorway Maintenance Depot, Sutton Benger, Chippenham, SN14 6BD |
| 2 | **Tormarton Depot** | Tormarton Motorway Maintenance Depot, Dodington Ash, Chipping Sodbury, Bristol, BS37 6EJ |
| 2 | **Wylye Depot** | VOSA Weighbridge Depot, Wylye, Wiltshire, BA12 0QF |

**Area 3**

|  |  |  |
| --- | --- | --- |
| AREA | DEPOT NAME | ADDRESS |
| 3 | **Bray Court Motorway Compound** | M4 Junction 8/9, Priors Way, Windsor Road, Nr Maidenhead, Berkshire SL6 2HT |
| 3 | **Chievely Motorway Compound** | M4 Junction 13, Oxford Road, Hermitage, Thatcham, Berkshire RG18 9XX |
| 3 | **Dummer Motorway Compound** | M3 Junction 7, Dummer, Basingstoke, Hampshire RG25 2AD |
| 3 | **Easton Lane Motorway Compound** | M3 Junction 9, Winnal, Winchester, Hampshire SO23 7TY |
| 3 | **Hook Motorway Compound** | M3 Junction 5, Hook, Basingstoke, Hampshire RG27 9DD |
| 3 | **Ower Motorway Compound** | M27 Junction 2, Ower, Southampton, Hampshire SO51 8EB |
| 3 | **Park Gate Motorway Compound** | M27 Junction 9, Park Gate, Hampshire PO15 6SA |
| 3 | **Shefford Woodlands Motorway Compound** | M4 Junction 14, Newtown, Hungerford, Berkshire RG17 0PY |
| 3 | **Whitely Wood Motorway Compound** | M4 Junction 11, 351 Whitely Wood Road, Reading, Berkshire RG2 8FS |
| 3 | **Longmoor Depot** | MoD Training Camp, A3 Junction B3004, Liss, Hampshire GU33 6EL |

**Area 4**

|  |  |  |
| --- | --- | --- |
| AREA | DEPOT NAME | ADDRESS |
| 4 | **Stanford Depot** | Stanford Depot, Sandling, Hythe, Kent, CT214UX |
| 4 | **Coldharbour Depot** | Coldharbour Depot, Little Preston, Aylesford, Kent, ME20 7NS |
| 4 | **Farthing Corner Depot** | Farthing Corner Depot, Medway Services Londonbound, Gillingham, Kent, ME8 8PG |
| 4 | **Marley Lane** | Marley Lane Depot, Battle, East Sussex, TN33 0RE |
| 4 | **Ford Depot** | Ford Depot Wicks Farm Yapton Arendul West Sussex AN8 0HY |
| 4 | **Polegate** | Polegate Depot, Polegate, East Sussex |
| 4 | **Weatherhill Depot** | Weatherhill Depot Hathersham Close Smallfields Surrey RH6 9JE |

**Area 6**

|  |  |  |
| --- | --- | --- |
| AREA | DEPOT NAME | ADDRESS |
| 6 | **Birchanger Depot (M11)** | Start Hill, Dunmow Road, Birchanger, Bishops Stortford, CM22 7TA |
| 6 | **Ardleigh Depot** | Old Ipswich Road, Ardleigh, Colchester, CO7 7QR |
| 6 | **King’s Lynn Depot** | Saddlebow Road, Kings Lynn, PE34 3AE |
| 6 | **Spooner Row Depot** | London Road, Suton, Norfolk, NR18 9SS |
| 6 | **Stilton Depot** | North St, Stilton, Cambs, PE7 3RR |
| 6 | **Lowestoft Depot** | Mobbs Lane, Lowestoft |
| 6 | **Mildenhall Depot** | Brandon Road A1065, Mildenhall |

**Area 7**

|  |  |  |  |
| --- | --- | --- | --- |
| AREA | DEPOT NAME | ADDRESS | |
| 7 | **Felley Motorway Compound** | Felley Motorway Compound, Mansfield Road, Annesley, Nottingham, NG15 0AS |
| 7 | **Leicester Forest East (LFE)** | M1 Maintenance Depot, Bains Lane, Leicester, Forest East, Leicestershire, LE3 3GB |
| 7 | **Misterton** | M1 Motorway Maintenance Depot, Swinford Road, Misterton, Lutterworth, Leicestershire, LE17 4HP |
| 7 | **Shepshed** | M1 Motorway Maintenance Depot, Ashby Road, Shepshed, Loughborough, Leicestershire, LE12 9BU |
| 7 | **Sandiacre Motorway Compound** | Sandiacre Motorway Compound, Bostocks Lane, Sandiacre, Nottingham, NG10 5ND |
| 7 | **Heath Motorway Compound** | Heath Motorway Compound, Heath, Derbyshire, M1 J29 |
| 7 | **Watford Gap** | Watford Gap N/B Service Area, Watford Village, Northants, NN6 7UZ |
| 7 | **Rothersthorpe** | M1 Motorway Maintenance Office, N/B Service Area, Junction 15a, Northampton, NN4 9QS |
| 7 | **Pychley** | Pegasus Court, Kettering, South Business Park, Kettering, Northampton, NN15 6XS |
| 7 | **Newark Depot** | Stephenson's Way, Brunel Drive, Newark, Nottinghamshire, NG24 2TQ |

**Area 8**

|  |  |  |
| --- | --- | --- |
| AREA | DEPOT NAME | ADDRESS |
| 8 | **South Mimms NCC Control** | St. Albans Road, South Mimms, Potters Bar, Herts EN6 2PN |
| 8 | **Toddington Depot** | Toddington Depot, M1 Maintenance Office, N/B Service Area LU5 6HP |
| 8 | **Newport Pagnell Depot** | Linford Lane, Buckinghamshire MK16 8DS |
| 8 | **Sandy Depot** | Beamish Close, Sunderland Road, Sandy SG19 1SD |
| 8 | **Whittlesford Depot** | Station Road (East), Whittlesford, Cambs CB2 4NL |
| 8 | **Breakspeare Depot** | Green Lane, Hemel Hempstead, Herts HP2 4UE |
| 8 | **Stanton House Depot** | Huntingdon, Stanton Way, Cambs PE29 6XL |

**Area 9**

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| AREA | DEPOT NAME | ADDRESS | |
| 9 | | **Ansty Depot** | Ansty Motorway Maintenance Compound, Leicester Road, Coventry, CV7 9JA |
| 9 | | **Bescot Depot** | Ansty Motorway Maintenance Compound, Leicester Road, Coventry. CV7 9JA |
| 9 | **Bury Court Depot** | Bury Court Motorway Maintenance Compound, M50 Junction 2, Gloucester, HR8 1RY | |
| 9 | **Coleshill Depot** | Coleshill Motorway Maintenance Compound, Coleshill Heath Road, Birmingham, B46 3HL | |
| 9 | **Doxey Depot** | Doxey Motorway Maintenance Compound, Seighford Road, Stafford, ST18 9LG | |
| 9 | **Hilton Park Depot** | Hilton Park Motorway Maintenance Compound, Sharshill, Hilton Park Services, M6, Wolverhampton, WV11 2AT | |
| 9 | **Keele Depot** | Keele Motorway Maintenance Compound, Three Mile Lane, Keele Park Service Area, Newcastle, ST5 5HG | |
| 9 | **Longbridge Depot** | Longbridge Motorway Maintenance Compound, Barford Road, Warwick, CV34 6RB | |
| 9 | **Lydiate Ash Depot** | Lydiate Ash Motorway Maintenance Compound, Sandy Lane,  Junction 4 M5, Bromsgrove, B61 0QN | |
| 9 | **Perry Barr Depot** | Perry Barr Motorway Maintenance Compound, Thornbridge Avenue, Birmingham, B42 2AG | |
| 9 | **Stafford Park Depot** | Stafford Park Motorway Maintenance Compound, Stafford Park 10, Telford, TF3 3BU | |
| 9 | **Strensham Depot** | Strensham Motorway Maintenance Compound, Hill View Road, Worcester, WR8 9LJ | |
| 9 | **Warndon Depot** | Warndon Motorway Maintenance Compound, Pershore Lane, Worcester, WR4 0AA | |

**Area 10**

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| AREA | DEPOT NAME | ADDRESS |
| 10 | **Brinnington Motorway Unit** | M60 Junction 25, Ashton Road Roundabout, Bredbury, Stockport, Cheshire SK6 2 QN |
| 10 | **Charnock Richard Depot** | Mill Lane, Charnock Richard, Nr Chorley PR7 5LQ |
| 10 | **Clatterbidge Motorway Unit** | Mount Road, Bebbington, Wirral L63 5QA |
| 10 | **Glenburn Motorway Unit** | Whitmoss Road South, Glenburn, Skelmersdale WN8 9TH |
| 10 | **Hale Motorway Unit** | M56 Junction 6, Wilmslow Road Roundabout, Hale, Altrincham, Cheshire WA15 8XB |
| 10 | **Knutsford Motorway Unit** | Northwich Road, Tabley, Knutsford WA16 0TG |
| 10 | **Milnrow Motorway Unit** | M62 Junction 21, Elizabethan Way, Milnrow, Rochdale OL16 4HG |
| 10 | **Newton-le-Willows Works Unit** | Rob Lane, Newton-le-Willows, Warrington WA12 0DR |
| 10 | **Preston Brook Motorway Unit** | Chester Road, Preston Brook, Runcorn WA7 3AT |
| 10 | **Sandbach Motorway Unit** | Newcastle Road, Betchton, Sandbach CW11 0TF |
| 10 | **Tarbock Motorway Unit** | Coppice Lane, Prescot, Merseyside L35 6AG |
| 10 | **Westhoughton Motorway Unit** | Chorley Road, Westhoughton, Bolton BL5 3NH |
| 10 | **Whitebirk Depot** | Whitebirk Bleach Works, Whitebirk, Blackburn BB1 3JA |

**Area 12**

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| AREA | DEPOT NAME | ADDRESS |
| 12 | **Ainley Top** | Lindley Moor Road, Ainley, Huddersfield, HD3 3RH |
| 12 | **Aston** | Hardwick Lane, Aston, Sheffield, S26 2BE |
| 12 | **Birdwell** | Wood View, Sheffield Road, Birdwell, S70 5TT |
| 12 | **Broughton** | Ermine Street, Broughton, Brigg, DN20 0AQ |
| 12 | **Low Marishes** | Golden Square, Low Marishes, Malton, YO17 6RH |
| 12 | **Shillinghill** | Knottingley Road, Shillinghill, Pontfract, WF8 2TH |
| 12 | **South Cave** | Unit 3, Hunsdale Farm Industrial Park, Ellerker, Brough, HU15 2DB |
| 12 | **Sprotbrough** | Melton Road, Sprotbrough, Doncaster, DN5 7PY |
| 12 | **Tingley** | Dewsbury Road, Tingley, WF3 1SW |
| 12 | **West Cowick** | Finnleys Lane, West Cowick, Goole, DN14 9ED |

**Area 13**

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| AREA | DEPOT NAME | ADDRESS | |
| 13 | **Wesham Depot** | Wesham Motorway Depot, Corner Row, Wesham, Nr Kirkham, Lancashire, PR4 3SS |
| 13 | **Garstang Depot** | Garstang Motorway Depot, Stubbins Lane, Cloughton on Brock, Preston, Lancashire, PR3 0PL |
| 13 | **Millness Depot** | Millness Motorway Depot, Millness, Milnthorpe, Cumbria, LA7 7NR |
| 13 | **Tebay Depot** | Tebay Motorway Depot, Old Tebay, Tebay, Penrith, Cumbria, CA10 3SS |
| 13 | **Hardendale (Shap) Depot** | Hardendale Motorway Depot, M6 Junction 39, Shap, Penrith, Cumbria, CA10 3LQ |
| 13 | **Penrith Depot** | Agricultural Hall, Skirsgill, Penrith, CA11 0DN |
| 13 | **Low Hurst Depot** | Low Hurst Motorway Depot, Wreay, Carlisle, Cumbria, CA4 0RH |
| 13 | **Lillyhall Depot** | Lillyhall Depot, Pitwood Road, Lillyhall East Ind Est, Lillyhall, Workington Cumbria, CA14 4JP |
| 13 | **Brough Depot** | Brough Depot, Grand Prix Services, Brough, Kirby Stephen, Cumbria, CA17 4AY |

**Area 14**

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| AREA | DEPOT NAME | ADDRESS |
| 14 | **Kneeton Depot** | Kneeton Corner Motorway Compound, Melsonby, Richmond, North Yorkshire, DL10 5NH | |
| 14 | **Bradbury Depot** | Bradbury Motorway Compound, Gypsy Lane, Ferryhill, DL17 0LG | |
| 14 | **Carville Depot** | Carrville Motorway Maintenance Depot, Meadow Lane, Carrville, Durham, DH1 1TZ | |
| 14 | **Alnwick Depot** | Lionheart Enterprise Park, Alnwick | |
| 14 | **Leeming** | A1 Leeming to Barton Site Office, Leases Farm Quarry, Leases Bridge, Leeming Bar, Northallerton, DL8 1DU | |

# Annex 5: Identified and Defined terms

In this Goods Information, terms identified in the Contract Data are in italics. Terms with capital initials are defined in the *conditions of contract* or have the meanings given to them below:

* + - * 1. The term *Depot Management Contractor* carries out all depot facilities management services on behalf of the *Purchaser*. This includes the operation and maintenance of Salt Saturator equipment and associated assets and winter maintenance operations.
        2. The Consultant carries out all design services related to depot improvement works on behalf of the *Purchaser*. This includes the design of any enabling works required prior to the installation of Salt Saturator equipment.
        3. The Salt Saturator is a repository capsule designed to automatically produce and store brine at a pre-programmed concentration for the purpose of road surfacing management.
        4. Rainwater Harvester - Rainwater harvester is a vessel used for the suitable collection and storage of rainwater to be used in relation to the Salt Saturator assets.
        5. Brine Storage Tanks are containers for brine used as additional storage in relation to the Salt Saturator.
        6. Areas are geographical sections of the country that Highways England uses to reference maintenance boundaries.

**Annex 6 – Data Protection**

Processing, Personal Data and Data Subjects

The *Supplier* shall comply with any further written instructions with respect to

processing by the *Purchaser*.

Any such further instructions shall be incorporated into this table.

|  |  |
| --- | --- |
| Description | Details |
| Subject matter of the processing | *[This should be a high level, short description of what the processing is about i.e. its subject matter]* |
| Duration of the  processing | *[Clearly set out the duration of the processing including*  *dates]* |
| Nature and purposes of  the processing | *[Please be as specific as possible, but make sure that you cover all intended purposes.*  *The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated*  *means) etc.*  *The purpose might include: employment processing,*  *statutory obligation, recruitment assessment etc]* |
| Type of Personal Data | *[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc]* |
| Categories of Data  Subject | *Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc]* |
| Plan for return and  destruction of the data  once the processing is  complete UNLESS  requirement under union  or member state law to  preserve that type of  data | *[Describe how long the data will be retained for, how it be returned or destroyed]* |

1. Delete if not novated to a Department or Office of Her Majesty’s Government [↑](#footnote-ref-1)