



CONTRACT FOR THE PROVISION OF THE ADMINISTRATION OF THE BIOMASS SUPPLIERS LIST CONTRACT TO THE DEPARTMENT FOR ENERGY, SECURITY AND NET ZERO

DUNS Number: 221783591

This Contract is dated 1st July 2025 and is made between: -

- 1. The Secretary of State for The Department for Energy, Security and Net Zero ("the Authority")** of 5-8 Whitehall Place, London SW1A 2AW, acting as part of the Crown;

and
- 2. Woodsure Limited (the "Contractor")** whose registered office is at Severn House, Unit 5 Newtown Trading Estate, Green Lane, Tewkesbury, United Kingdom, GL20 8HD.

INTRODUCTION

- (A) On 30th January 2025 the Authority issued an invitation to tender for the provision of services to administer the Biomass Suppliers List (the "BSL") a copy of which is set out in Schedule 1 (the "Specification").
- (B) In response, the Contractor submitted a proposal dated 7th March 2025 explaining how it would provide the services. A copy of which is set out in Schedule 2 (the "Proposal").

The parties agree as follows: -

1. SUPPLY OF SERVICES AND CHARGING SCHEDULE

- 1.1 The consideration under this Contract shall consist, exclusively, in the Contractor's right to charge fuel suppliers registering fuel on the BSL in accordance with the Schedule 5 (the "Charging Schedule") and the Authority shall not be liable to pay any charges.
- 1.2 Under this Contract, the Contractor shall administer the BSL and the Services described in the Specification in accordance with (a) the Specification; (b) the Proposal; and (c) the Authority's Terms and Conditions (the "Authority's Standard Terms" (a copy of which were issued by the Authority with the Invitation to Tender and are attached at Schedule 3); (d) the Charging Schedule (Schedule 4) and (e) the Key Performance Indicators (Schedule 5).

2. COMMENCEMENT AND CONTINUATION

- 2.1 This contract shall commence on 1 July 2025 and subject to any provisions for earlier termination contained in the Standard Terms and any right to extend the Contract, shall continue for a period of two (2) years (**Initial Term**).
- 2.2 The Authority shall have the right to extend the Contract by up to two 12-month periods. To extend the Contract for an additional 12 months (**First Extension**) the Authority shall provide at least one months' notice to the Contractor prior to the end of the Initial Term. To extend the Contract for a further additional 12 months, the Authority shall provide at least one months' notice to the Contractor prior to the end of the First Extension.

3. TERMS AND CONDITIONS

- 3.1 The Authority's Standard Terms shall form part of this Contract.
- 3.2 The Contractor's Standard Terms and Conditions of business shall not apply to this Contract.
- 3.3 This Contract is formed of these clauses and the Schedules hereto. Any other attachments are provided for information purposes only and are not intended to be legally binding. In the event of any conflict or inconsistency, the documents prevail in the following order:
 - a) these clauses
 - b) the Authority's Standard Terms
 - c) the Specification
 - d) the Charges Schedule
 - e) the key performance indicators
 - f) and finally, the Proposal

4. CONTRACTOR'S OBLIGATIONS

- 4.1 Where the Contractor is performing services for the Authority it shall do so in accordance with the Specification and exercise reasonable skill and care.

5. MANAGEMENT AND COMMUNICATIONS

- 5.1 The Contractor shall perform the Services under the direction of the Authority.
- 5.2 Any direction by the Authority may be given by [REDACTED] (the "Contract Manager") who is an officer in the Authority's Clean Heat Directorate, 3-8 Whitehall Place, London SW1A 2AW or such other person as is notified by the Authority to the Contractor in writing.
- 5.3 The Contractor appoints [REDACTED], BSL Manager, Woodsure Ltd. Severn House, Unit 5 Newtown Trading Estate, Green Lane, Tewkesbury, United Kingdom, GL20 8HD to be the Contractor's first point of contact for this Contract. All queries to the Contractor from the Authority's Contract Manager shall initially be addressed to the Contractor's first point of contact.



- 5.4 The Contractor's first point of contact and the Contract Manager shall meet as often as either the Contractor or the Authority may require to review the Contractor's performance of the Contract.

6. TRANSPARENCY

- 6.1 As referred to in Section 41 of the Authority's Standard Terms.



Signed by the parties' duly authorised representatives: -

For the Secretary of State for Department for Energy Security and Net Zero

Signature: [REDACTED]

Print Name: [REDACTED].

Job Title: Head of Commercial

Date: 09/05/2025

For the Contractor

Signature: [REDACTED]

Print Name: [REDACTED]

Job Title: Director

Date: 09/05/2025



The following Schedules form part of this Contract:

Schedule 1	The Authority's Specification
Schedule 2	The Contractor's Proposal
Schedule 3	The Authority's Terms & Conditions
Schedule 4	Charging Schedule
Schedule 5	Key Performance Indicators

Schedule 1

Part 1 - Authority's Specification

As stated in the Authority's Invitation to Tender.

Part 2 – General BSL Requirements

1. Status of BSL and Contractor's role

- 1.1. The BSL constitutes the Authority's list and is property of the Authority.

2. Contractor's role

- 2.1. The Contractor's role is that of administrator of the BSL on behalf of the Authority, for such time as the Contractor is contracted to do so.
- 2.2. On termination of this Contract, the Contractor shall not represent or imply that it has any ongoing official capacity relating to the BSL.

3. BSL trade mark

- 3.1. The Contractor shall, for the sole purpose of administering the BSL in accordance with the requirements of the Authority ("**the Permitted Purpose**"), use the Authority's BSL trade mark. This trade mark is licensed by the Authority under paragraph 5.3 below.
- 3.2. The Contractor may not in any way modify or adapt the BSL trade mark.

4. Branding and marketing

- 4.1. The Contractor may not market or brand the BSL otherwise than as directed or approved in writing by the Authority.
- 4.2. The Contractor may not use any marks or logos than the trade mark referred to in paragraph 3 in administering or marketing the BSL.

5. Service Assets and other Authority Materials

- 5.1. The Authority will make available the service assets in [Annex B to the Specification] and may also make available other pre-existing material (together, "**the Authority Materials**").
- 5.2. The Authority Materials, and all intellectual property rights (IPR) in them, constitute property of the Authority in accordance with section 28 of the Authority's Standard Terms to this Form of Contract (or the property of any third party, where IPR in those materials belongs to third parties).
- 5.3. The Authority grants the Contractor a licence to use the Authority Materials, including the BSL trade mark. That licence is royalty-free, non-exclusive, non-transferable and non-sub licensable and permits the Contractor to use the Authority

Materials solely for the Permitted Purpose. The licence under this paragraph 5.3 is for the duration of the Contract and expires on the termination of the Contract.

- 5.4. By way of exception to paragraph 5.3, in so far as any Authority Materials are published by the Authority under the open government licence, the Contractor may use those Authority Materials in accordance with the terms of the open government licence.

6. Breach of Crown / Authority IPR

- 6.1. The Contractor shall notify the Authority as soon as possible if the Contractor becomes aware of:

6.1.1. any use of the Authority Materials, and in particular the BSL trade mark, by the Contractor, its sub-contractors, employees, partners or agents otherwise than in accordance with paragraph 5.3; or

6.1.2. any other infringement of those materials or trade mark by any other person (including BSL suppliers).

- 6.2. In a case falling under paragraphs 6.1.1 or 6.1.2, the Contractor shall:

6.2.1. provide the Authority with such particulars of the infringement of which it is aware; and

6.2.2. comply with any subsequent directions given by the Authority.

7. Asset register

- 7.1. It is a condition of the Contract that, in accordance with paragraph 6.6.4 of the Specification, the Contractor:

7.1.1. maintains an asset register required by that paragraph;

7.1.2. retains all licences and receipts for all software and hardware created or used for the Contract; and

7.1.3. ensures that the relevant assets and documentation can be, and are, readily transferred to the Authority and/or to any replacement contractor to ensure effective continuation of the BSL after the expiry or termination of this Contract.

8. Change to RHI legislation

- 8.1. The need for the BSL, and thus for its administration under the terms of this Contract, derives from the requirements of the renewable heat incentive (RHI) legislation in force at the commencement of this Contract. The Authority reserves the right to make future changes to the RHI, and such changes may affect the Authority's requirement for the Services under this Contract. In the case of such changes occurring the Authority may:

- 8.1.1. terminate the Contract for the relevant part of the Services under Section 19 of the Authority's Standard Terms) (this does not restrict the Authority's ability to exercise its rights under Section 20 on other grounds); and/or
- 8.1.2. seek the Contractor's agreement to amend the Contract (under Section 10 of the Authority's Standard Terms); if the Authority seeks amendments to the Contract, the Contractor will consider the Authority's proposals promptly and will not unreasonably withhold or delay its consideration of, or agreement to, those amendments.

9. Exclusivity of services

- 9.1. This Contract does not confer on the Contractor exclusivity of service in connection with the subject matter of this Contract or the BSL.



Schedule 2 Contractor's Proposal

As stated in the Contractor's response to the Invitation to Tender.

Schedule 3
The Authority's Standard Terms & Conditions of Contract for Supplies/Services
As attached

Tupe: As attached

Annex 1
TUPE

1. DEFINITIONS

1.1 In this Condition:

"Commencement Date" means 1 July 2025.

"Employment Liabilities" means all awards, compensation, costs, expenses, losses, liabilities, damages, claims, proceedings, fines, orders, demands, actions, payments by way of settlement, penalties, payments pursuant to court or tribunal awards or orders and other liabilities whenever or howsoever arising or brought;

"Exit Period" means (i) the twelve-month period ending at the expiry of this Agreement; or (ii) the period of twelve months before any period of notice terminating this Agreement expires (or if notice is shorter than twelve months, the period from the date notice is served to the date it expires);

"Exit Transfer Date" means each date on which the Contractor ceases to provide the Services (or any part thereof);

"Exit Transferring Employee" means an employee of the Contractor who is wholly or mainly assigned to the provision of the Services (or any part thereof) on any Exit Transfer Date;

"Future Provider" means, as the context requires, the Authority or any third party that takes over the provision of some or all of the Services, or services equivalent or similar to some or all of the Services;

"TUPE" means the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended from time to time.

2. SERVICE PERIOD

2.1 The Contractor shall be responsible for the payment of all wages, salaries, the provision of benefits (whether in cash or in kind), insurances (including employers' liability insurance), all contractual and statutory obligations and duties to or in respect of the employees and other individuals engaged by the Contractor (or any

sub-contractor (if applicable)) in the provision of the Services to the Authority pursuant to this Agreement (the "**Services Personnel**") (including those of health and safety).

- 2.2 The Contractor shall keep and hold wholly harmless the Authority against all costs, claims, awards, expenses and liabilities which the Authority may suffer or incur to or in respect of the Services Personnel arising from or in any way connected with the provision of the Services by the Services Personnel, their employment/engagement and/or its termination (howsoever arising).

3. EXIT PROVISIONS

- 3.1 The Contractor and the Authority acknowledge and agree that on or around any Exit Transfer Date there may be a relevant transfer under TUPE whereby the contracts of employment of some or all of the Exit Transferring Employees may be transferred from the Contractor to the Authority, or to a Future Provider.

- 3.2 The Contractor shall within 20 days of the earliest of:-

- 3.2.1 receipt of a notification from the Authority of an Exit Transfer Date or intended Exit Transfer Date;
- 3.2.2 receipt of the giving of notice of early termination of this Agreement or any part;
- 3.2.3 receipt of a notification of the retendering or intended retendering of this Agreement or any part; or
- 3.2.4 the date which is 12 months before the expiry of this Agreement

(and in any event on receipt of a written request from the Authority at any time), provide (at no cost to the Authority) such information relating to the Exit Transferring Employees as the Authority and/or the Future Provider reasonably require (subject to this involving no breach of legal obligation or data protection obligations, but providing anonymised data where necessary) including, amongst other things:

- 3.2.5 the identity of their employer;
- 3.2.6 details of whether they are employees, workers, self-employed, contractors or consultants, agency workers or otherwise;
- 3.2.7 their ages, dates of commencement of employment or engagement and gender;
- 3.2.8 employee liability information as defined by regulation 11 of TUPE;
- 3.2.9 terms and conditions of employment (including details of any enhanced sick pay entitlements and details of any redundancy procedures and enhanced termination or redundancy entitlements) of the relevant Exit Transferring Employees;

- 3.2.10 the current wages, salaries and incentive arrangements that apply to the relevant Exit Transferring Employees;
- 3.2.11 details of other employment-related benefits, whether contractual or non-contractual including (without limitation), pension or other retirement benefit schemes applicable to them, including the identities of any such employees in receipt of benefits under any such scheme;
- 3.2.12 the total payroll bill of the Exit Transferring Employees;
- 3.2.13 details of all collective and/or recognition agreements relating to or affecting the Exit Transferring Employees;
- 3.2.14 any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);
- 3.2.15 details of any such individuals on long-term sickness absence, maternity or other statutory leave or otherwise absent from work; and
- 3.2.16 copies of all relevant documents and materials relating to such information including copies of relevant contracts of employment or engagement (or relevant standard contracts if applied generally in respect of such individuals),

and the Authority shall be permitted to disclose such information to any Future Provider and/or any potential Future Provider subject to the Authority procuring that the relevant Future Provider and/or any potential Future Provider agrees to a confidentiality agreement.

- 3.3 If any information provided under paragraph 3.2 above changes between the date such information has been provided by the Contractor and the Exit Transfer Date, (subject to this involving no breach of legal obligation or data protection obligations, but providing anonymised data where necessary) the Contractor shall inform the Authority and/or any Future Provider (as appropriate) of such changed information as soon as reasonably practicable after such change occurs and, in any event, prior to the Exit Transfer Date.
- 3.4 The Contractor warrants that all information provided under paragraphs 3.2 and 3.3 is materially complete, true and accurate as at the date provided.
- 3.5 The Contractor shall not without the consent of the Authority (such consent not to be unreasonably withheld or delayed) during the Exit Period:
 - 3.5.1 alter (whether to take effect prior to, on or after the Exit Transfer Date) any of the terms of employment or engagement of any of the Exit Transferring Employees or promise or make any representation that any such terms shall be altered or make any new commitments to or in respect of any Exit Transferring Employees;
 - 3.5.2 assign anyone to the provision of the Services or any part thereof who is not already assigned to the provision of the Services (except as a replacement for an employee whose employment is terminated, provided

- such replacement is necessary for the proper performance of the Services or relevant part thereof and is on materially the same terms as the employee who is replaced) or materially increase the proportion of working time spent by any employee on the provision of the Services (or any part thereof);
- 3.5.3 transfer or move or redeploy any of the Exit Transferring Employees from working on the Services, or induce any such Exit Transferring Employee to resign his employment from the Contractor or agree to transfer or move or be redeployed from the Services without the prior written consent of the Authority; or
- 3.5.4 dismiss or otherwise remove any Exit Transferring Employee (or any employee who would otherwise be an Exit Transferring Employee) assigned to the provision of the Services unless the person resigns from his or her employment with the Contractor, or is dismissed for gross misconduct.
- 3.6 The Contractor will co-operate with the re-tendering of the Services (or any part) by allowing the Future Provider to communicate with and meet with the Exit Transferring Employees and/or their representative(s).
- 3.7 On termination or expiry of this Agreement or any variation to the Services or any other cessation of all or part of the Services, the Contractor shall indemnify the Authority (including any liability of the Authority to any Future Provider) and the Future Provider against all Employment Liabilities suffered or incurred by the Authority or any Future Provider (as the case may be) arising:
- 3.7.1 out of any breach or default by the Contractor between the period from and including the Commencement Date up to and including the relevant Exit Transfer Date of any of its or their duties or obligations as employer in relation to the employment or termination of employment of any Exit Transferring Employee or any person who, but for the termination of their employment prior to the relevant Exit Transfer Date, would have been an Exit Transferring Employee;
- 3.7.2 out of or in connection with the employment or termination of employment of any Exit Transferring Employee between the period from and including the Commencement Date up to and including the relevant Exit Transfer Date;
- 3.7.3 out of or in connection with the employment or termination of employment of any employee or former employee of the Contractor (other than the Exit Transferring Employees) whenever and howsoever occurring;
- 3.7.4 from a failure or alleged failure by the Contractor to comply with its legal obligations to inform and consult with the appropriate representatives of the Exit Transferring Employees under regulations 13 and 14 of TUPE;
- 3.7.5 any failure by the Contractor to provide Employee Liability Information pursuant to regulation 11 of TUPE and/or any omission or inaccuracy in the information to be provided pursuant to paragraphs 3.2 or 3.3; and/or

- 3.7.6 any claim by an Exit Transferring Employee that such person is entitled for any reason to take early retirement benefits pursuant to the terms of any pension scheme in which the Authority or the Future Provider is not participating, or pursuant to the Exit Transferring Employee's terms and conditions of employment.
- 3.8 The Contractor shall perform and discharge all of its obligations in respect of all Exit Transferring Employees for its (or their) own account from and including the Commencement Date up to and including the relevant Exit Transfer Date including, without limitation, any obligation to discharge pay in respect of accrued but untaken holiday and other remuneration or liability due and payable after the relevant Exit Transfer Date in respect of an entitlement accrued to any extent relating to the period on or after the Commencement Date up to and including the relevant Exit Transfer Date. All apportionments shall be made to the relevant Exit Transfer Date. Within 28 days of receiving an invoice from the Authority or any Future Provider for any costs or liabilities that relate to the period on or after the Commencement Date up to and including the relevant Exit Transfer Date (such invoice including a breakdown of the amounts being sought), the Contractor shall pay such invoice.
- 3.9 The Contractor will remain responsible for all the Contractor's employees (other than the Exit Transferring Employees) on or after the relevant Exit Transfer Date and shall indemnify the Authority and any Future Provider against all Liabilities incurred by the Authority or any Future Provider resulting from any claim or demand whatsoever whether arising before on or after the relevant Exit Transfer Date by or in respect of any of the Contractor's employees or former employees who do not constitute the Exit Transferring Employees.
- 3.10 In the event that TUPE does not apply on expiry or termination of this Agreement, or cessation of the Services (or any part) as the case may be, the Contractor shall remain responsible for all the Contractor's employees and former employees on or after the relevant Exit Transfer Date and shall indemnify the Authority and any Future Provider against all Liabilities incurred by the Authority or any Future Provider resulting from any claim or demand whatsoever whether arising before on or after the relevant Exit Transfer Date.



Schedule 4 Charging Schedule

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Schedule 5

Key Performance Indicators (KPIs)

Activity Area	Ref.	Description	Measurement
Administration	A1	New applications	85% of new applications must have undergone an initial assessment as defined in the contractor's proposal under paragraph 2.2 and stage 1 of the application assessment within 5 days of the date submitted.
	A2	Customer satisfaction	90% user satisfaction rate completed via the customer satisfaction survey on the BSL website.
	A2.1	Customer satisfaction	90% of bi-annual satisfaction rate completed by actively contacting customers.
	A3	Complaints	90% of complaints relating to the BSL operation responded to within 10 working days of receipt (the Authority retains the right to sample the quality of responses or inspect complaints as part of the annual audit).
	A4	Quality assurance	95% of fuels non-compliant with the RHI Regulations relating to sustainability, land criteria and fuel quality removed from the BSL, within 5 working days from the date non-compliance is established.
Governance	G1	Timeliness and accuracy of BSL Industry Advisory Panel Agendas, Papers and Minutes	Draft agenda sent to the BSL Chair 12 working days before the meeting is due to take place.
			Draft agenda sent to the Panel 10 working days before the meeting is due to take place.
			Draft minutes sent to Panel 10 working days after the meeting has taken place.



Activity Area	Ref.	Description	Measurement
			Final agenda and papers sent to the Panel 5 working days for the meeting is due to take place.
	G2	Governance of Scheme Document Changes on BSL website	Document upload request is completed within 2 working days of receiving/sign-off of the final document. E.g. approved minutes, approved comms, approved guidance documents.
Operations	OP1	Timeliness and accuracy of data and management information reporting	Accurate written reports/data sent in accordance with agreed timescales and format to DESNZ.
			1. Every Monday approved and removed application data must be shared with Ofgem's RHI Team's (Dom & Non-Dom) via the workspace on the shared platform.
			2. DESNZ contract monthly meetings to take place as agreed with DESNZ
			3. DESNZ contract reports should be sent no later than 5 working days before the contract monthly or quarterly meeting. The reports should include the items detailed in this reporting table.
Audits	A1	Audits	1. 90% of audits conducted within 28 working days from the date that the supplier is notified.
			2. Suppliers who don't respond/fail to accept/ be available on the planned date are given a 10-working day notice to respond and arrange an audit or the application can be removed.
			3. Suppliers receive their audit report within 4 weeks and have an additional 4 weeks to complete actions.

