



Department
for Environment
Food & Rural Affairs

[Redacted]
[Redacted]
[Redacted]

[Redacted]
[Redacted]
[Redacted]

[Redacted]
Lister Wilder Ltd

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Our ref: C21589
Date: 25th October 2023

Dear Sir

Award of contract for the supply of Ground Care Equipment, Light Plant and Tools on behalf of the Environment Agency.

Following your tender for the supply of Ground Care Equipment, Light Plant and Tools to Defra Group for the Environment Agency, we are pleased to award this contract to you.

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

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

1. The Goods shall be Delivered in accordance with the following instructions:

Delivery Address

[Redacted]

Date of Delivery: To be confirmed with receiver.

Packaging Instructions: To be confirmed with receiver.

Additional Delivery Instructions: To be confirmed with receiver. *[including time of Delivery if to be made outside of normal business hours]*

2. The charges for the Goods shall be as set out in Annex 2 / the Supplier's tender dated 29th September 2023.
3. The specification of the Goods to be Delivered is as set out in Annex 3 / the Supplier's tender dated 29th September 2023.
4. The address for notices of the Parties are:

Authority	Supplier
Environment Agency	Lister Wilder Ltd
	[REDACTED]
	[REDACTED]
	[REDACTED]
Attention: [REDACTED]	[REDACTED]
Email: [REDACTED]	Attention: [REDACTED]
[REDACTED]	
	Email: [REDACTED]

Payment

Payment for all purchases under this agreement will be made using Government Procurement Card (GPC). Orders will only be placed following the quotation/order procedures, using the preformatted forms to be agreed. Verbal orders should be refused as should orders attempted to be placed with an official purchase order. Only 100% complete order forms should be processed, those with missing information should be returned to the EA buyer via the contact email requesting all information to be provided so order can be processed.

Liaison

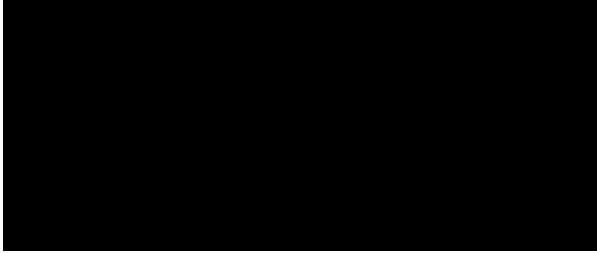
For general liaison your contact will continue to be [REDACTED] [REDACTED]
[REDACTED] or, in their absence, [REDACTED] [REDACTED]
[REDACTED].

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

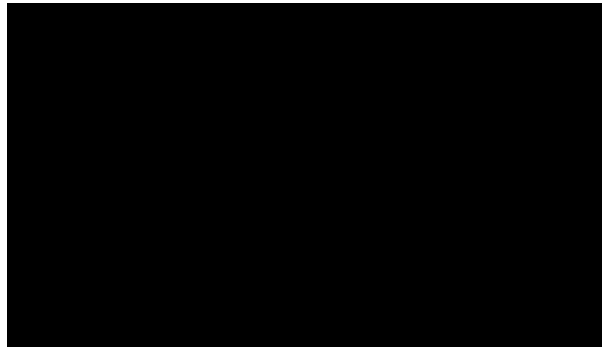
Yours faithfully,

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

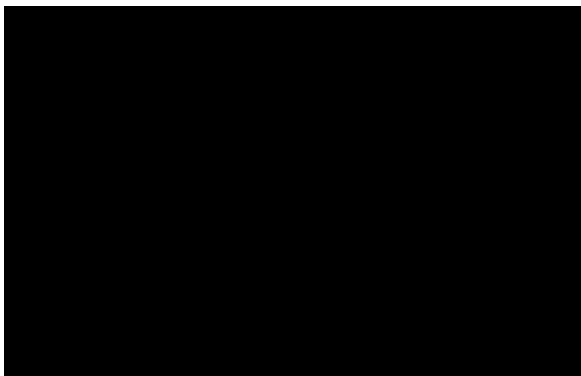
Signed for on behalf of the supplier:



Signed for on behalf of the Authority:



Signed for on behalf of Environment Agency/ Contract Manager:



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

Annex 1: Conditions of contract

Terms and Conditions of Contract for Purchase

(Call-Off Contract – Purchase: Lot 1)

1. “Parties” to this agreement:

1.1. Environment Agency, [REDACTED]

And;

1.2. (“Supplier”)

[REDACTED]
Lister Wilder Ltd
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

2. Definitions

In these terms and conditions:

“Agreement”	means this call-off contract under the Framework between the Customer and the Supplier constituted by the Supplier’s acceptance of any Purchase Order issued by the Customer and includes the Purchase Order in its entirety;
“Commencement Date”	Means the commencement or start of this Agreement for the supply of Equipment by the Supplier to the Customer. The commencement date is 8 th January 2024. The initial contract term shall be 2 years with the potential for 2 x 1 years in extension periods;
“Confidential Information”	means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or

	stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
“Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Office”	have the meaning given in the UK GDPR;
“Customer”	means the organisation identified as the Customer in 1.1. A Customer must be a member of The Procurement Partnership Limited’s buying club;
“Data Loss Event”	means any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach;
“Data Protection Impact Assessment”	means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
“Data Subject Access Request”	means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
“Date of Delivery”	means the date and time by which the Equipment must be Delivered to the Customer, as specified in the Purchase Order;
“Deliver”	means the handover of Equipment to the Customer at the location and on the date and time specified in the Purchase Order. This may also be used in the context of the Customer collecting from the Supplier’s location (if applicable). This shall include unloading and any other specific handover arrangements agreed in accordance within a Purchase Order. Delivered and Delivery shall be construed accordingly;
“DPA”	means the Data Protection Act 2018 or any superseding Legislation;

“Equipment”	means grounds maintenance equipment, plant and handheld tools including electrical and mechanical items. It also means all other associated miscellaneous machinery, extra products, activities and services including spare parts/maintenance that are likely and reasonable to be required by Members or Contracting Authorities under a Call-off Contract pursuant to the nature of this Agreement;
“FOIA”	means the Freedom of Information Act 2000;
“Framework”	means the overarching NEPO and The Procurement Partnership framework agreement (Find a Tender Service Contract Notice reference 2021/S 214) for supply of Grounds Maintenance and Plant Equipment under which this Agreement is awarded;
“Information”	has the meaning given under section 84 of the FOIA;
“Information Commissioner’s Office”	means the United Kingdom’s independent authority set up to uphold information rights in the public interest, promoting openness by public bodies and data privacy for individuals (https://ico.org.uk/);
“Intellectual Property Rights”	<p>means</p> <ul style="list-style-type: none"> a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in Internet domain names and website addresses and other rights in trade names, designs, know-how, trade secrets and other rights in Confidential Information; b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and c) all other rights having equivalent or similar effect in any country or jurisdiction;
“LED”	means the Law Enforcement Directive (Directive (EU) 2016/680);

“Mini-Competition”	means the process of reopening competition under the Framework for the purpose of identifying a Supplier with whom a Purchase Order is to be placed;
“Party”	means the Supplier or the Customer (as appropriate) and “Parties” shall mean both of them;
“PCR 2015”	means the Public Contracts Regulations 2015 (as amended);
“Price”	means the cost of Purchase for Equipment from the Supplier, identifiable from the Framework or through Mini-Competition;
“Protective Measures”	means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;
“Purchase”	means the Purchase of Equipment and any ancillary service from the Supplier;
“Purchase Order”	<p>means a Customer’s notification to the Supplier of an order for the Purchase of Equipment. This may be issued by phone, email, facsimile or electronically via a system(s) based interface, this may be a bespoke web-based solution. For the purposes of this Agreement a Purchase Order shall include:</p> <ul style="list-style-type: none"> a) Customer details, including name, registered address and full contact details b) The required Delivery location; c) The date and time required for Delivery; d) The agreed invoicing schedule; e) The Equipment required and the volume. <p>The Purchase Order may include:</p>

	<p>f) A Purchase Order Number or other unique customer reference;</p> <p>g) Any additional specification(s) or requirement(s) that the Customer may reasonably require from the Supplier pursuant to this Agreement;</p> <p>h) A long-term commitment to purchase Equipment, e.g. for 12 months or longer;</p> <p>Any other necessary information, including additional terms and conditions supplementary to this Agreement;</p>
“Purchase Order Number”	means the Customer’s unique number relating to an order for Equipment to be supplied by the Supplier to the Customer in accordance with the terms of this Agreement;
“Request for Information”	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term “request” shall apply);
“Service Level”	means any minimum expected Service Levels associated with the supply of Equipment identified by the Customer;
“Staff”	means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier’s obligations under the Agreement;
“Staff Vetting Procedures”	means vetting procedures that accord with good industry practice or, where applicable, the Customer’s procedures for the vetting of personnel as provided by the Supplier from time to time;
“Sub-processor”	means any third Party appointed to process Personal Data on behalf of the Supplier related to this Agreement;
“Supplier”	means the person named as Supplier in clause 1.2 of this Agreement;
“UK GDPR”	means the retained UK Law version of the General Data Protection Regulation as set out in Regulation (EC) 2016/679 brought into effect by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (SI: 2019 419).

“VAT”	means value added tax in accordance with the provisions of the Value Added Tax Act 1994;
“Working Day”	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

3. Interpretation

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

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

4. Duration

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

5. Basis of Agreement

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

6. Purchase of Equipment

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

7. Customer Responsibilities

- 7.1. The Customer must inspect upon Delivery, the Equipment and any accessories provided, before accepting the Equipment. If the condition of the Equipment does not meet agreed standards the Supplier must be immediately notified.
- 7.2. If the Supplier has agreed to Deliver the Equipment at an address provided by the Customer, the Customer will be responsible for the Equipment from the time the Supplier Delivers the Equipment, following any agreed inspections.

8. Price, Payment and Recovery of Sums Due

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

9. Cancellation

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

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

10. Delivery

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

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

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

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

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

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

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

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

- 10.5.4. to Purchase the same or similar Equipment from another supplier and to recover any reasonable expenses incurred in respect of Purchasing the Equipment from another supplier which shall include but not be limited to administration costs, chargeable staff time and extra delivery costs.

11. Ownership and Risk

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

12. Staff

- 12.1. If the Customer reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Agreement, it may, by giving written notice to the Supplier:
- 12.1.1. refuse admission to the relevant person(s) to the Customer's premises;
- 12.1.2. direct the Supplier to end the involvement in the supply of Equipment of the relevant person(s); and/or
- 12.1.3. require that the Supplier replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by the Customer to the person removed is surrendered,
- and the Supplier shall comply with any such notice.
- 12.2. The Supplier shall:
- 12.2.1. ensure, that if requested, it will comply with the Customer's Staff Vetting Procedures as supplied from time to time; and
- 12.2.2. procure that all Staff comply with any rules, regulations and requirements reasonably specified by the Customer.

13. Assignment and Sub-Contracting

- 13.1. The Supplier shall not without the written consent, which may not be unreasonably withheld, of the Customer assign, sub-contract, novate or in any way dispose of the benefit and/or the burden of the Agreement or any part of the Agreement. The Customer may, in the granting of such consent, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal. The Supplier shall be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.

- 13.2. Where the Customer has consented to the placing of sub-contracts, the Supplier shall, at the request of the Customer, send copies of each sub-contract, to the Customer as soon as is reasonably practicable.
- 13.3. The Customer may nominate preferred sub-contractors for use by the Supplier, the Supplier may not unreasonably refuse to use any such nominated sub-contractor. The Supplier shall be responsible for the acts and omissions of nominated sub-contractors as though those acts and omissions were its own.
 - 13.3.1. Liability for Equipment remains the responsibility of the Supplier until Delivery, regardless of whether any sub-contractors are nominated by the Customer and Equipment is transferred to the nominated sub-contractor for works. This is unless agreed otherwise in writing between the Supplier and any sub-contractor, but at no point will the Customer have any liability for Equipment that have not been Delivered.
- 13.4. The Customer may assign, novate, or otherwise dispose of its rights and obligations under the Agreement without the consent of the Supplier provided that such assignment, novation or disposal shall not increase the burden of the Supplier's obligations under the Agreement.

14. Intellectual Property Rights and Indemnity

- 14.1. No Party to this Agreement shall acquire any right, title or interest in or to the Intellectual Property Rights of the other Party.
- 14.2. The Supplier shall indemnify, and keep indemnified, the Customer in full against all cost, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Customer as a result of or in connection with any claim made against the Customer for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the Purchase or use of Equipment, to the extent that the claim is attributable to the acts or omission of the Supplier or any Staff.
- 14.3. The Customer shall promptly notify the Supplier of any infringement claim made against it relating to any Equipment and, subject to any statutory obligation requiring the Customer to respond, shall permit the Supplier to have the right, at its sole discretion to assume, defend, settle or otherwise dispose of such claim. The Customer shall give the Supplier such assistance as it may reasonably require to dispose of the claim and shall not make any statement which might be prejudicial to the settlement or defence of the claim.

15. Governance and Records

- 15.1. The Supplier shall if required by the Customer:
 - 15.1.1. attend progress meetings with the Customer at the frequency and times specified by the Customer and shall ensure that its representatives are suitably qualified to attend such meetings; and
 - 15.1.2. submit progress reports to the Customer at the times and in the format specified by the Customer.
 - 15.1.3. The Supplier shall keep and maintain until seven (7) years after the end of the Agreement, or as long a period as may be agreed between the Parties, full and accurate records of the Agreement including the Equipment Purchased under it, and all payments made by the Customer. The Supplier shall on request afford the Customer or the

Customer's representatives such access to those records as may be reasonably requested by the Customer in connection with the Agreement.

16. Confidentiality, Transparency and Publicity

16.1.1. Subject to clause 16.2, each Party shall:

16.1.2. treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of the disclosing Party; and

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

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

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

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

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

16.2.4. to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;

16.2.5. where the receiving Party is the Supplier, to the Staff on a need to know basis to enable performance of the Supplier's obligations under the Agreement provided that the Supplier shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause 16.2.5 shall observe the Supplier's confidentiality obligations under the Agreement; and

16.2.6. where the receiving Party is the Customer:

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

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Customer under this clause 16.

16.3. The Parties acknowledge that, except for any Information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of the Agreement is not Confidential Information and the Supplier hereby gives its consent for the Customer to publish the Agreement in its entirety to the general public (but with any Information that is exempt from disclosure in accordance with the FOIA redacted) including any changes to

the Agreement agreed from time to time. The Customer may consult with the Supplier to inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA.

- 16.4. The Supplier shall not, and shall take reasonable steps to ensure that the Staff shall not, make any press announcement or publicise the Agreement or any part of the Agreement in any way, except with the prior written consent of the Customer.
- 16.5. In order to comply with the Government's policy on transparency in the areas of contracts and procurement the Customer is required to publish information on its website detailing any item of expenditure over £500 and any contract with a value that exceeds £5,000. The information published will include the Supplier's details and the Price to be paid. The parties acknowledge that this information is not Confidential Information or commercially sensitive.

17. Freedom of Information

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

18. Protection and Security of Data

- 18.1. The Parties shall each share and Process the Relevant Personal Data under this Agreement. The Parties acknowledge that the factual arrangement between them dictates the classification of each Party in respect of the Data Protection Legislation. The Parties anticipate and agree that each Party shall:
 - 18.1.1. act as a controller in respect of the Relevant Personal Data

- 18.1.2. process that data to the extent necessary for their own legitimate purposes (whether or not such purposes are within the scope of this Agreement);
- 18.1.3. be individual controller in respect of the Relevant Personal Data and therefore Article 26 of the UK GDPR does not apply to the Parties' activities under this Agreement.
- 18.2. Each of the Parties acknowledges and agrees that:
 - 18.2.1. it shall process the Relevant Personal Data in accordance with Annex 1 (Data Processing Particulars); and
 - 18.2.2. Annex 1 is an accurate description of the Data Processing Particulars; and
 - 18.2.3. where a Party is acting as controller in relation to its activities under this Agreement, it shall comply with its obligations under the Data Protection Legislation; and
 - 18.2.4. where either Party collects personal data, which it subsequently transfers to the other Party for the purpose of providing, or enabling the provision of, the Services, it shall:
 - 18.2.5. ensure that it is not subject to any prohibition or restriction which would:
 - 18.2.5.1. prevent or restrict it from disclosing or transferring the Relevant Personal Data to the other Party, as required under this Agreement; or
 - 18.2.5.2. prevent or restrict the other Party from processing the Relevant Personal Data for the Permitted Purposes; and
 - 18.2.5.3. ensure that all fair processing notices have been given (and/ or, as applicable, valid consents obtained that have not been withdrawn) and are sufficient in scope and kept up-to-date in order to meet the Transparency Requirements to enable the other Party to Process the Relevant Personal Data in order to obtain the benefit of its rights, and to fulfil its obligations, under this Agreement in accordance with the Data Protection Legislation; and;
 - 18.2.6. ensure that the Relevant Personal Data are:
 - 18.2.6.1. adequate, relevant and limited to what is necessary in relation to the Permitted Purposes; and
 - 18.2.6.2. accurate and, where necessary, up to date; having taken every reasonable step to ensure that any inaccurate Relevant Personal Data, (having regard to the Permitted Purposes), has been erased or rectified.
- 18.3. Both parties agree to register and maintain a registration with the Information Commissioner's Office.
- 18.4. Each Party shall not, by its acts or omissions, knowingly cause the other Party to breach its respective obligations under the Data Protection Legislation.
- 18.5. Each Party shall notify the other Party of any subject access requests relating to the right to be forgotten and any links or copies of such data which should be erased in order that the other Party may comply with its obligations under Article 17(2) of the UK GDPR.
- 18.6. Customer acknowledges and agrees that the Supplier may transfer Relevant Personal Data to a third without its prior consent on the basis that the Supplier has in place a mechanism which ensures an adequate level of protection for such transfer, in accordance with the Data Protection Legislation.
- 18.7. Nothing in this Agreement shall:

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

19. Liability and Insurance

- 19.1. The Supplier shall not be responsible for any injury, loss, damage, cost or expense suffered by the Customer if and to the extent that it is caused by the negligence or wilful misconduct of the Customer or by breach by the Customer of its obligations under the Agreement.
- 19.2. Subject always to clause 19.3
- 19.2.1. the aggregate liability of the Supplier in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply the Equipment, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to £1,000,000; and

19.2.2. except in the case of claims arising under clauses 14.2 and 24.3, in no event shall either Party be liable to the other Party for any:

- (a) loss of profits;
- (b) loss of business;
- (c) loss of revenue;
- (d) loss of or damage to goodwill;
- (e) loss of savings (whether anticipated or otherwise); and/or
- (f) any indirect, special or consequential loss or damage.

19.3. Nothing in the Agreement shall be construed to limit or exclude either Party's liability for:

19.3.1. death or personal injury caused by its negligence or that of its Staff;

19.3.2. fraud or fraudulent misrepresentation by it or that of its Staff;

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

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

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

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

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

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

19.5.3. Product liability with a limit of indemnity of not less than one million pounds (£1,000,000) per claim or series of claims arising from one event.

20. Force Majeure

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

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

20.2.1. explosion;

20.2.2. war;

20.2.3. civil disorder;

20.2.4. fire or flood;

20.2.5. actual or threatened terrorist attack;

- 20.2.6. acts or legislation passed by Central Government that may impact the validity of any aspect of this Agreement;
- 20.2.7. exceptionally adverse weather conditions;
- 20.2.8. strike or lockout;
- 20.2.9. Act of God; or
- 20.2.10. Pandemic/epidemic.

21. Termination

- 21.1. The Customer reserves the right to terminate this Agreement immediately in the following circumstances:
 - 21.1.1. the Supplier commits a material breach and/or persistent repeated breaches of any clause of this Agreement and, if such breach is or are remediable, fails to provide remedy within a period of ten (10) Working Days after being notified in writing to do so; or
 - 21.1.2. The Customer becomes aware of a serious infringement of the obligations under PCR 2015, in particular:
 - 21.1.2.1. This Agreement has been awarded following a substantial modification from the nature and intent of the Framework, to the extent that a new procurement procedure should have been conducted;
 - 21.1.2.2. The Supplier has, at the time of award of this Agreement been in one of the situations referred to in the PCR 2015 regulation 57 and should have therefore been excluded from being awarded this Agreement, unless suitable evidence was provided in accordance with 'self-cleaning' (regulation 57 clauses 13 – 17)
 - 21.1.3. the Supplier makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986) or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or
 - 21.1.4. an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Supplier; or
 - 21.1.5. the Supplier ceases, or threatens to cease, to carry on business; or
 - 21.1.6. the Customer reasonably apprehends that any of the events in Clauses 21.1.3 to 21.1.5 inclusive is about to occur in relation to the Supplier and notifies the Supplier accordingly; or
 - 21.1.7. the Supplier or any of its employees shall have offered, or given, or agreed to give to any person or have solicited or accepted from any person any gift, consideration, inducement or reward of any kind, for doing or not doing any action in relation to this Agreement or to any other contract with the Customer; or
 - 21.1.8. the Supplier or any of its employees shall have committed any offence under the Bribery Act 2010.
- 21.2. Either the Customer or the Supplier may terminate this Agreement without reason at any time provided at least twenty (20) Working Days notice is given.

22. Consequences Of Termination

- 22.1. Termination shall be without prejudice to the rights and remedies of the Supplier and the Customer accrued before such termination and nothing in this Agreement shall prejudice the right of either Party to recover any amount outstanding as at the date of such termination.
- 22.2. All provisions of this Agreement which are expressed to survive termination or expiry of this Agreement shall continue in force and effect in accordance with their terms.
- 22.3. Subject as otherwise provided in the Agreement neither Party shall have any further obligation to the other under the Agreement.
- 22.4. Notwithstanding the service of a notice to terminate the Agreement, the Supplier shall continue to fulfil its obligations under the Agreement until the date of termination or expiry of the Agreement or such other date as required.

23. Compliance

- 23.1. The Supplier shall promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement. The Customer shall promptly notify the Supplier of any health and safety hazards which may exist or arise at the Customer's premises and which may affect the Supplier in the performance of its obligations under the Agreement.
- 23.2. The Supplier shall:
 - 23.2.1. comply shall comply with all applicable health and safety Legislation in force;
 - 23.2.2. comply with the reasonable requirements of the Customer's security arrangements;
 - 23.2.3. comply with all the Customer's health and safety measures;
 - 23.2.4. notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Agreement on the Customer's premises where that incident causes any personal injury or damage to property which could give rise to personal injury;
 - 23.2.5. perform its obligations under the Agreement in accordance with all applicable equality Law and the Customer's equality and diversity policy as provided to the Supplier from time to time;
 - 23.2.6. take all reasonable steps to secure the observance of clause 23.2.5 by all Staff; and
 - 23.2.7. provide Equipment in accordance with the Customer's environmental policy as provided from time to time.
- 23.3. The Equipment are to be provided in accordance with any instructions specified in the Purchase Order and in compliance with any and all relevant statutory requirements. The Supplier shall indemnify the Customer against all actions, suits, claims, demands, losses, charges, costs and expenses which the Customer may suffer or incur as a result of, or in connection with, any breach of this clause 23.

24. Prevention of Fraud and Corruption

- 24.1. The Supplier shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Agreement or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement.

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

25. Dispute Resolution

- 25.1. If there is a dispute between the Parties concerning the interpretation or operation of this Agreement it shall be referred to a senior officer of the Customer and a senior representative of the Supplier for resolution.
- 25.2. If any dispute is not resolved within twenty (20) Working Days of the referral under Clause 25.1 (or such longer period as the Customer and the Supplier may agree), then the Parties may attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution ("CEDR") Model Mediation Procedure 2001 (the "model Procedure") or such later edition as may be in force from time to time.
- 25.3. To initiate a mediation a Party must give notice in writing (the "ADR notice") to the other Party requesting a mediation in accordance with this Clause 25. The mediation is to take place not later than twenty (20) Working Days after the date of the ADR notice. If there is any issue concerning the conduct of the mediation upon which the Parties cannot agree within ten (10) Working Days after the date of the ADR notice, then CEDR will, at the request of any Party, decide the issue for the Parties having consulted with them.
- 25.4. If the dispute is not resolved within ten (10) Working Days of the mediation then the Parties may litigate the matter.

26. General

- 26.1. Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.
- 26.2. A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.
- 26.3. The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.
- 26.4. The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Agreement on the basis of

any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.

- 26.5. Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.
- 26.6. The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.
- 26.7. Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 26.8. If any provision of the Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.

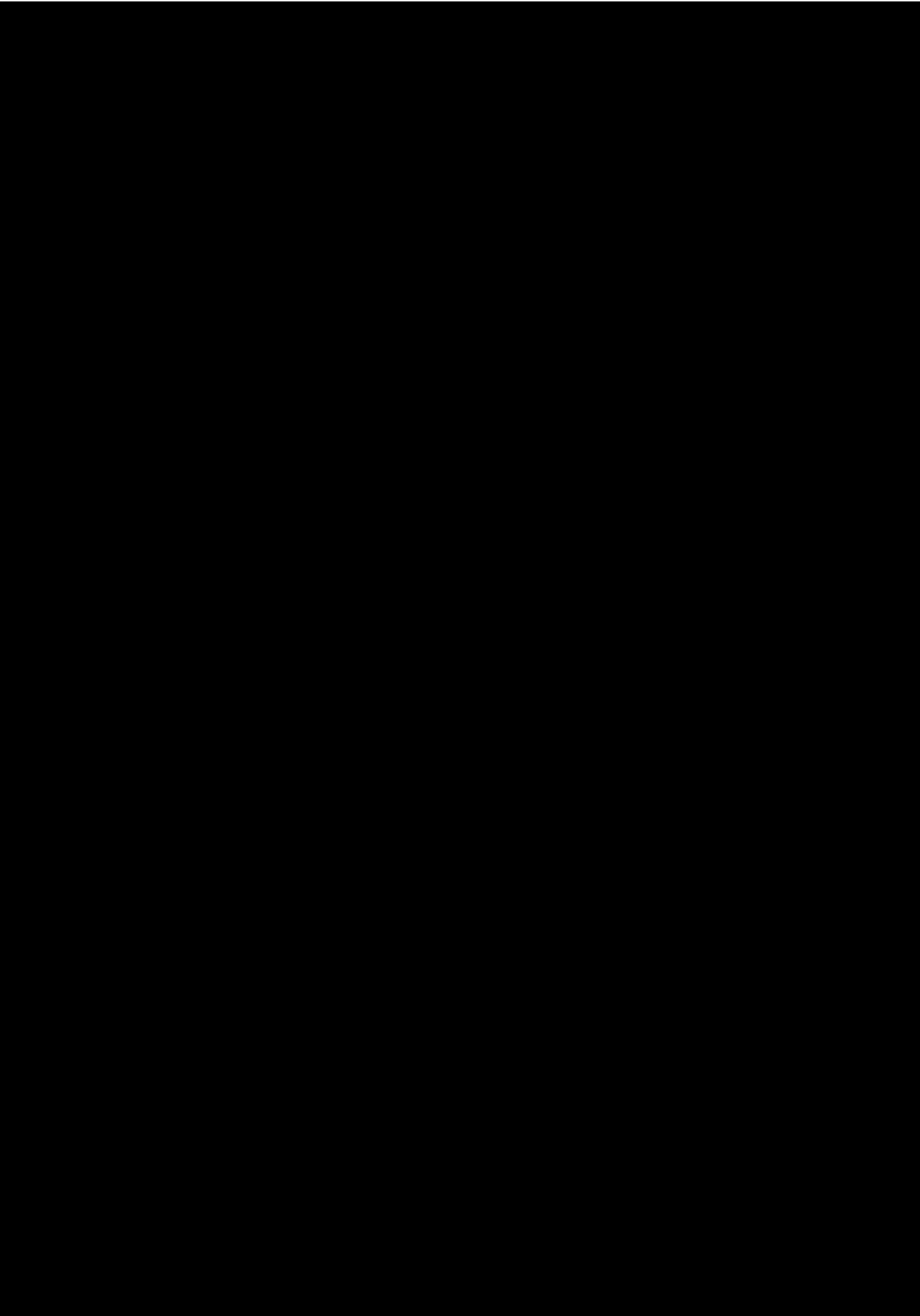
27. Notices

- 27.1. Any notice to be given under the Agreement shall be in writing and may be served by personal delivery, first class recorded or, subject to clause 27.3, e-mail to the address of the relevant Party set out in the Purchase Order, or such other address as that Party may from time to time notify to the other Party in accordance with this clause.
- 27.2. Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise delivery shall be deemed to occur on the next Working Day. An email shall be deemed delivered when sent unless an error message is received.
- 27.3. Notices under clauses 20 (Force Majeure) and 21 (Termination) may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause 27.1.

28. Governing Law and Jurisdiction

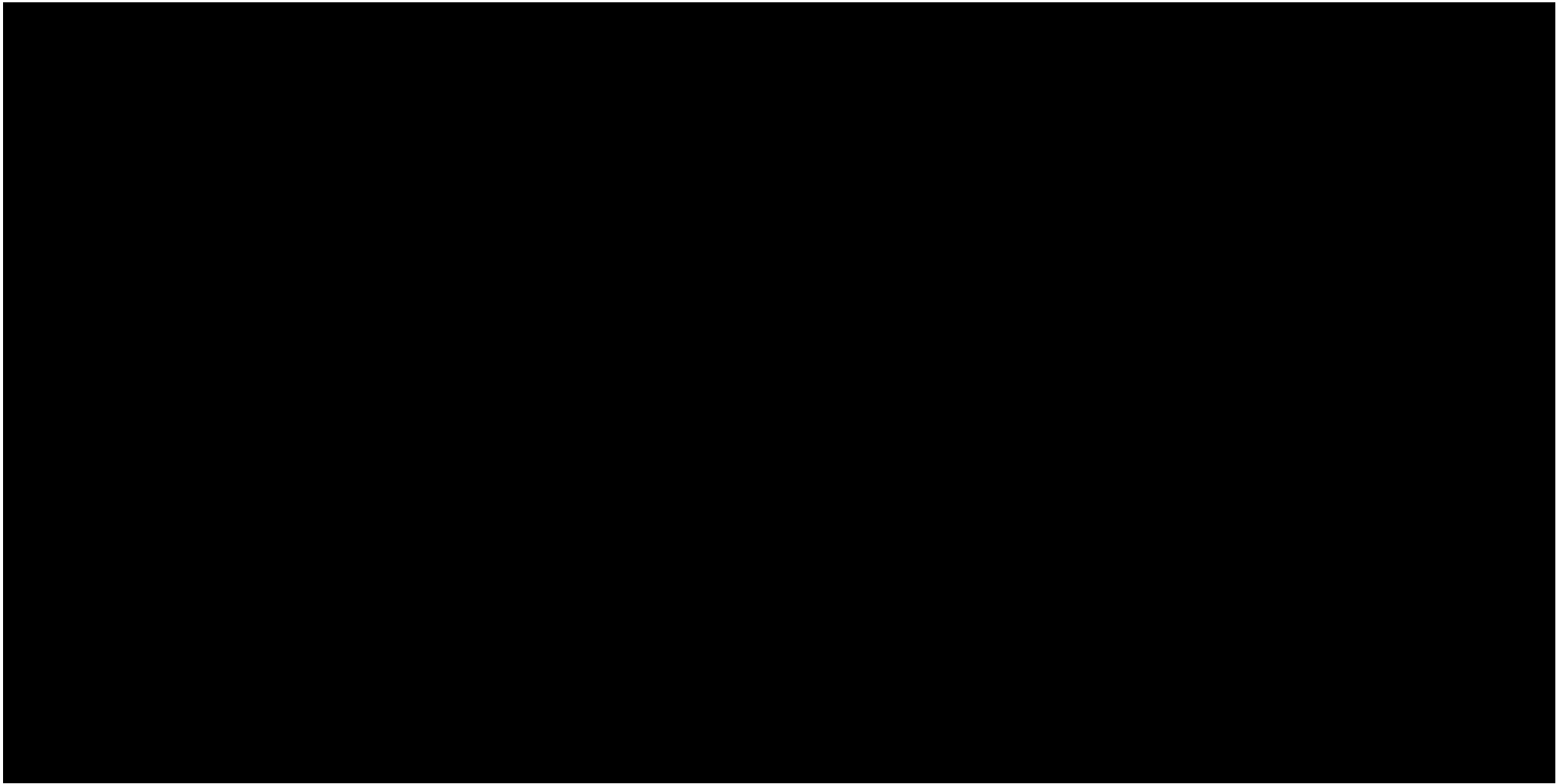
- 28.1. The validity, construction and performance of the Agreement, and all contractual and non-contractual matters arising out of it, shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

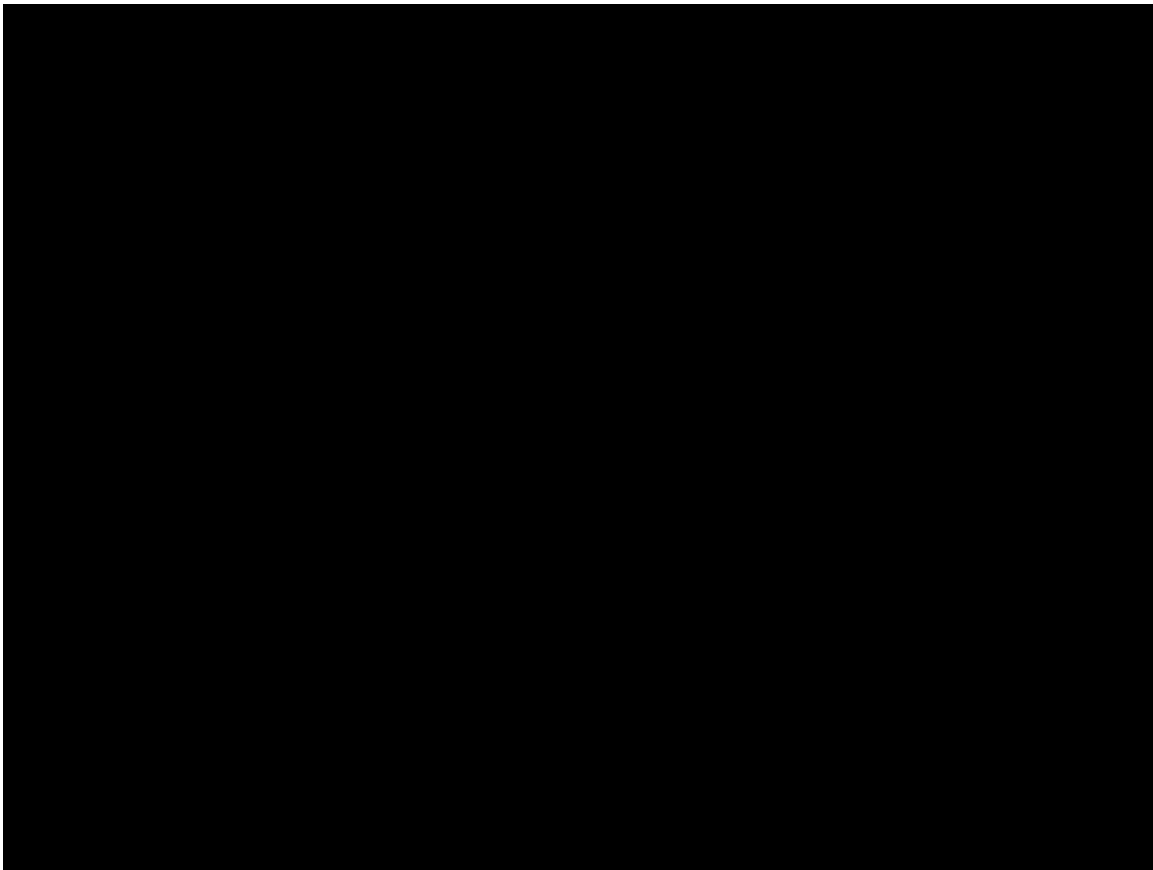
Annex 2: The Supplier’s tender dated 29th September 2023



Annex 2b: Charges

Charge	Amount	Due Date	Payment Method	Payment Status
Electricity Bill	£120.00	15/01/2024	Direct Debit	Paid
Water Bill	£45.00	15/01/2024	Direct Debit	Paid
Gas Bill	£85.00	15/01/2024	Direct Debit	Paid
Council Tax	£150.00	15/01/2024	Direct Debit	Paid
Internet Bill	£30.00	15/01/2024	Direct Debit	Paid
Mobile Phone Bill	£25.00	15/01/2024	Direct Debit	Paid
Landfill Tax	£10.00	15/01/2024	Direct Debit	Paid
Waste Management	£15.00	15/01/2024	Direct Debit	Paid
Water Treatment	£10.00	15/01/2024	Direct Debit	Paid
Electricity Bill	£120.00	15/01/2024	Direct Debit	Paid
Water Bill	£45.00	15/01/2024	Direct Debit	Paid
Gas Bill	£85.00	15/01/2024	Direct Debit	Paid
Council Tax	£150.00	15/01/2024	Direct Debit	Paid
Internet Bill	£30.00	15/01/2024	Direct Debit	Paid
Mobile Phone Bill	£25.00	15/01/2024	Direct Debit	Paid
Landfill Tax	£10.00	15/01/2024	Direct Debit	Paid
Waste Management	£15.00	15/01/2024	Direct Debit	Paid
Water Treatment	£10.00	15/01/2024	Direct Debit	Paid





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Annex 3: Specification

Section 2: The Specification of Requirements

The Authority's Priorities

Scope

Scope of Service

The Environment Agency wishes to establish a national contract to enable the procurement of Groundcare & arboriculture equipment (Chainsaws, Brushcutters, Leaf blowers, Polesaws, Hedge-trimmers, Power Cutters and associated equipment including consumables, fuels & oils) via the NEPO214 framework agreement procured in partnership with TPPL. The solution covers the acquisition by purchase or hire of a wide range of grounds maintenance equipment, construction/ agricultural plant and handheld tools.

Asset requirements

i) Equipment required

The following is an indexed list of the equipment 'specification' required under this contract. Equipment 'references' have been used to categorise equipment size/capability and are carried forward to the 'shopping basket' (below). It is understood that a range of professional user equipment manufacturers may be incorporated into this contract.

All equipment offered and provided shall be designed and manufactured for professional use by professional users. No equipment designed and manufactured for the domestic/DIY market shall be offered or provided.

All items to be heated handle where available and must be lowest vibration available to supplier/dealer with maximum vibration as detailed below (in brackets)

Battery tools to be provided where battery duty is equivalent to petrol alternative – all equipment categories

For battery options, supplier must provide duty comparability with petrol powered equipment obtained from manufacturer and must provide accurate 'run-time' figures in operating conditions (see buying procedures)

Equipment specification may be provided by means of a link to the manufacturer website at time of supply of quotation.

Tool type (tool ref – e.g C/S 1 as identifier only for tender "shopping basket")

Below is the specification scope of equipment required under this contract (though this is a 'shopping basket' of goods and may vary over the life of the contract):

Chainsaw (5.0m/s2)	cc or equivalent battery	Bar range “
C/S 1	</=40	< 18
C/S 2	40.1-50	</=18
C/S 3	50.1-60	15-21
C/S 4	60.1-70	18-24
C/S 5	>70	>21

Note:- Rear Handled Chainsaws only to be provided

Trimmer/Brushcutter (3.0m/s2)	cc or equivalent battery	Handle type
TSB 1	</=25	Loop/Cow-horn
TSB 2	25.1-35	Loop/Cow-horn
TSB 3	35.1-45	Cow-horn
TSB 4	45.1-50	Cow-horn
TSB 5	>50	Cow-horn/BP

Blower (2.0m/s2)	cc or equivalent battery	Handle type
BI 1	</=30	Hand-held
BI 2	30.1-50	Hand-held/BP
BI 3	50.1-70	BP
BI 4	>70	BP

Polesaw (3.5m/s2)	cc or equivalent battery	Bar range “
P 1	</=30	</=12
P 2	>30	=/>12”

Polesaw – Telescopic (6.5m/s2) cc or equivalent battery Bar range “
(up to 4.5m)

Pt 1 ≤ 30 ≤ 12

Pt 2 ≥ 30.1 ≥ 12

Hedgetrimmer/cutter (3.0m/s2) cc or equivalent battery cutter length (cm)

H 1 All ≤ 55

H 2 55-65

H 3 > 65

Hedgetrimmer – extended cc or equivalent battery Pole (m)
(3.5m/S2)

HE 1 All ≤ 3.5

HE 2 All 3.6-4.5

Power cutters (2.5m/s2) cc or equivalent battery disc diameter (mm)

PC 1 All 9"/225mm

PC 2 All 12"/300

PC 3 All 14"/350

Combi power unit/Multi-tool cc or equivalent battery

MT 1 ≤ 30


MT 2 > 30




Batteries Capacity (Ah)

Bt 1 < 3

Bt 2 3.1-5

Standards

All equipment provided under this contract must bear the  logo, the letters CE mean that the manufacturer or importer affirms the good's conformity with European health & safety and environmental protection standards. It is not a quality indicator or a certification mark. The CE marking is required for goods sold in the European Economic Area (EEA) but is also found on products sold elsewhere that have been manufactured to EEA standards.

The  mark indicates that the product may be traded freely in any part of the European Economic Area, regardless of its country of origin. It consists of the CE logo and, if applicable, the four digit identification number of the notified body involved in the conformity assessment procedure. "CE" is the abbreviation of "*conformité européenne*". From 1st January 2025, all new equipment manufactured in the UK must bear the UKCA  logo with equipment manufactured outside of the UK continuing to bear the  logo.

Our evaluation process will be intended to identify best practice and quality in these areas to achieve Value for Money (VFM).

Quality Certification

The suppliers must hold the following (or equivalent) and evidence as part of the tender response.

- ISO9001 Quality management system accredited or equivalent
- ISO14001 Environmental management accredited or equivalent
- ISO45001 Occupational Health & Safety accredited or equivalent

Preferable:

- ISO 27001 – Information Security Management accredited or equivalent

Our evaluation process is intended to identify bidders' quality standards that achieve the best product quality and services available in the market whilst achieving VFM.

Delivery and documentation

We expect for assets to be delivered to the buyer directly from the point of source to reduce carbon emissions.

Delivery nationwide by a nominated courier or couriers forms part of this contract and the successful supplier shall remain the single point of contact for all equipment orders until delivered. Any delivery issues remain the responsibility of the equipment supplier. The EA shall have no reason to contact the courier or manufacturer for any delivery or product related issues including damage or missing components.

We expect the suppliers to manage and organise deliveries in line with our strategy to reduce carbon associated with this contract. The suppliers will ensure all drivers used to deliver our vehicles are fully DVSA licence checked.

All equipment must be delivered with the following documentation and manuals detailing.

- Complete inventory of all equipment supplied
- Certifications of conformity and compliance.
- Warranty documentation
- Electrical Safety certificate (where required)
- Familiarisation information, including quick start guides for all equipment.

Warranty

The suppliers shall ensure that the asset shall be covered by a warranty for a minimum of 12 months, including any ancillaries.

The supplier will be expected to cover the warranty of any works completed by Sub-contractors on their behalf.

After Sales Care

The suppliers will provide after sales support such as.

- Customer support function
- Assistance as required investigating reported faults or failures
- Warranty information and rectification processes
- Assist our maintenance provider with any queries relating to the service and inspection of the asset or any ancillary equipment.

Each supplier will respond to any notified failures of equipment and ensure rectification of any warranty related items is completed within 28 days of notification.

Health and Safety

All works provided by the suppliers must be executed in accordance with the latest Health & Safety Legislation. The supplier must have in place appropriate Health and Safety policies, procedures, and risk assessments at all times during the contract term. It is deemed that each supplier is wholly responsible for the Health and Safety of their personnel and Sub-Contractors.

The supplier will ensure that all delivery vehicles and drivers comply with the current Transport Legislation for the UK and if working to EU Drivers Regulations they comply with said regulations

The suppliers must ensure all Sub-Contractors selected to deliver the requirements of this contract demonstrate a robust Health and Safety Management System complimented by a strong health and safety culture at all levels of the organisation. Each supplier will be deemed wholly responsible for the health and safety performance of their supply chain.

Sustainability

Working with the Environment Agency

Within DEFRA we work to create better places for people and wildlife and support sustainable development. This extends into our supply chain through the purchases we make and the goods, services and works that others carry out and produce on our behalf.

eMission2030 is our sustainability strategy. It includes our supply chain. Successfully meeting the eMission 2030 commitments will be reliant upon an open, transparent and partnership approach with our suppliers to work on the risks, opportunities and solutions together.

eMission 2030 is broken down into 4 priority areas.

- Responding to the climate emergency
- Reducing and optimising our use of resources
- Benefiting people and communities
- Deliver environmental net gain.

Each priority area has 3 commitments beneath it stating what we are going to achieve. In addition, there is a suite of milestone targets that demonstrate how we will make progress against these commitments over the 10-year strategy period. It is important to note that these 4 priority areas are not independent of each other. They all interact and rely on each other to successfully achieve in full. For instance, we cannot achieve our net zero carbon ambition without reducing our resource consumption or delivering environmental net gain.

We are committed to achieving net zero carbon in our operations and supply chains by 2030. This means that by 2030, we will aim to balance the carbon emissions we produce with those we take out of the atmosphere so that we are no longer contributing to climate change.

The suppliers will need to demonstrate throughout the life of this contract that they are addressing and working on these issues and will be asked as part of the tender how they will contribute to meeting them.

We will only purchase products and materials that are the most environmentally responsible throughout their lifecycle.

Suppliers may be invited to work with the Environment Agency in partnership to further improve sustainability opportunities within this contract.

Each Supplier will:

- Always remain fully compliant with all relevant environmental legislation throughout the life of this contract. This includes any amendments to existing legislation or any new legislation that may come into force during the life of this contract.
- Consider and reduce the environmental impacts of the products and service over the whole lifecycle to consider the impacts outside of their direct operation including design, raw materials, manufacture, in use including servicing and maintenance and end of life disposal.
- Achieve continuous improvement in environmental performance.

- Encourage innovation to deliver resource efficient, cost-effective and low carbon solutions.
- Promote the best practical environmental options.
- Communicate our sustainability requirements throughout their supply chain, partners and wider organisation.
- Share, communicate and promote best practice, lessons learned and new innovations with the Environment Agency in all areas that are relevant to this contract.

The Suppliers may be asked to provide a supply chain map of the products offered as part of this contract.

The Suppliers are responsible for ensuring that all parties working under this contract are aware of, compliant with and competent to be able to deliver the sustainability requirements listed in this document. The Suppliers must monitor and ensure ongoing competence and compliance with this throughout the life of the contract.

Recognising this contract will run for up to 4 years, there will be new initiatives, targets and approaches that if appropriate will be introduced to the contract during its lifetime.

The products provided/used as part of this contract must as a minimum.

- Seek to avoid using virgin, finite resources, and use materials and products that are from recycled or renewable sources. The purchase of products and materials from closed loop and re-use systems will be prioritised.
- The suppliers must actively reduce the amount of resources that will be used to deliver this contract throughout its duration.
- The suppliers must in all instances ensure that only the minimum amount of packaging is used and look at ways to reducing this throughout the contract period. The suppliers are to provide 100% reusable or recyclable packaging. Any packaging that cannot be reused or recycled will need to be substituted for those that can. The suppliers must not use single use plastics packaging as part of the contract.
- All paint used should be lead free and should not contain any VOC's or heavy metals which could be detrimental to wildlife.
- Reduce the use of hazardous substances.
- All hydraulic oils supplied in equipment purchased under this contract must be defined as "Readily Biodegradable" and meet OECD 301B. If equipment is at any point filled with conventional oil before delivery it must be sufficiently flushed through to prevent contamination.
- Non-solvent-based degreasers must be used in all cases.

Materials

The suppliers will be expected to evidence materials used are sustainably sourced, all waste material from production is recycled and that the product at end of life is recyclable. Re-used or recycled content should always be considered where it does not have an adverse impact on the ability to re-use the material at the end of life. Materials from closed loop and re-use systems will be prioritised. In addition to the environmental impact of the materials each supplier should also identify and manage the risks associated with the responsible and ethical choice and supply of materials. This should include but is not

limited to the working rights and conditions including the pay of those involved in sourcing the materials and ensuring a robust and secure supply.

We aim to eliminate waste from products and materials. It is our intention to not buy any product until we know how it will be disposed of at end of life and that we are happy that the option provided is the most environmentally preferable option available. The suppliers will need to provide us with details on how they will eliminate waste from products and materials, and how products will be disposed of at end of life.

All waste generated from the work including but not limited to replaced parts, oils, paints and batteries will be classified as the supplier's waste and the supplier will be required to manage this waste correctly in accordance with all relevant and current legislation.

The Suppliers must manage any sustainability and resilience risks that exist with the supply, manufacture, and delivery (from sourcing of materials to end of life) of the products under this contract which may affect its cost, availability, delivery times and ongoing use.

Risks to be considered include but are not limited to.

- the impact of extreme weather events
- any new or proposed legislation
- material scarcity issues
- reputational impact
- impacts in the supply chain that go against the sustainability standards and objectives outlined in this schedule

People and Communities

Each supplier will support the use of SMEs, Supported Factories, Charities and Social Enterprises in their supply chain. The Suppliers will report on their current activity in this area and plans to increase this as part of the Management Information (MI).

We are committed to ensuring the people we employ and those in our supply chain are paid a real living wage, have good working conditions, and are protected from modern slavery. The supplier will need to demonstrate through the life of this contract that they are addressing and working on these issues and will be asked how they contribute to meeting them. The suppliers will ensure staff directly employed by them are paid a [real living wage](#).

Contract and Performance Management

NEPO214 framework agreement

We, "the Contracting Authority" shall award the contract for these goods in accordance with NEPO214 Framework Agreement (Appendix 4). The suppliers will be expected to support completion of the NEPO214 Framework Agreement Contract Order Form, by reference to

this Statement of Requirements and the Contract Tender submitted during the Call for Competition Procedure.

The suppliers must remain compliant with the requirements of NEPO214 framework agreement as well as our “The Contracting Authority” requirements detailed within this specification.

Account Management

The suppliers shall within their tender provide the name and contact details (including email address and telephone number) of the Account Manager for this contract. The nominated Account Manager shall have industry experience, technical and operational knowledge. The Account Manager will be the single point of contact for equipment and contract queries, quotations, and placement of orders.

The suppliers must inform the EA Commercial contact of any proposed changes to account management staff throughout the duration of the contract.

The named Account Manager shall oversee the operation of all the services and provide expert advice on all equipment supplied to us.

The Account Manager and/or the account management team shall as a minimum be required to:

- Ensure that all the Goods & services utilised by us are delivered in accordance with the standards stated in the contract
- Manage complaints and issues through to resolution including escalating as appropriate
- Collate and consolidate any management information (MI) reports,

We will require as a minimum.

- Full implementation meeting
- 2 strategic/performance meetings per year to discuss contract performance against delivery schedule and changing product technology.

Order Process/Buying procedure

All equipment ‘offerings’/recommendations must be designed and manufactured for professional users. No equipment designed and manufactured for the domestic/DIY market shall be offered or provided.

For battery options, supplier must provide duty comparability with petrol powered equipment obtained from manufacturer and must provide accurate ‘run-time’ figures in operating conditions.

The proposed buying process is outlined below; however this will be agreed with the successful dealership on award.

- EA Buyer identifies tool category and ‘specification’
- EA Buyer completes ‘Groundcare equipment enquiry form’

- Supplier(s) provide by email return - 'offerings/recommendations' – cc'd to nominated AO&I 'contract lead'
- EA Buyer to undertake product assessment from offer form (vibration, noise, duty, weight, existing asset base and manufacturer dealership locality).
- EA Buyer completes 'Groundcare equipment order form' and emails to successful supplier.
- Supplier to confirm, by return email, receipt of order form, order reference and estimated delivery timescale.
- Supplier to confirm delivery date within 5 working days of receipt of equipment order form.
- Equipment delivered direct to EA address detailed on equipment order form from point of source.

Payment for all purchases under this agreement will be made using Government Procurement Card (GPC). Orders will only be placed following the quotation/order procedures, using the preformatted forms. Verbal orders should be refused as should orders attempted to be placed with an official purchase order. Only 100% complete order forms should be processed, those with missing information should be returned to the EA buyer via the contact email requesting all information to be provided so order can be processed.

The supplier must compile a delivery schedule based on these orders and provide updates as required. The updates must be sent by spreadsheet containing the following information.

- Date of order
- Product details
- Additional Extras/Options
- Order reference
- Confirmed delivery date

Performance Reporting

The AO&I contract manager has the right to request performance reporting information ad hoc, in addition to this the supplier is required to complete 6 monthly performance reports that includes and not limited to:

- Purchased asset information (item description)
- Performance against SPM's
- Number of requests – including accepted & rejected.
- Location of delivery
- Price per item (and delivery costs)
- Issue Resolution
- Explanation of any warranty claims
- We reserve the right to request additional information to be included.

The EA Contract manager will provide a reporting template to be completed post award throughout the contract.

These reports will be supplied 5 working days prior to our agreed Contract review meetings to our Contract Representative. If reports are not presented prior to the scheduled meeting it will be rearranged for when the information is made available.

These reports should also include recommendations for action either by us or the supplier, to improve the safety, efficiency, effectiveness, environmental performance, and value for money of the Fleet and/or related processes and procedures.

As part of this, the suppliers will provide the Environment Agency with environmental performance data linked to this contract and their wider operations. The data will include, but is not limited to, greenhouse gas emissions (CO2) and waste, the carbon reporting will include delivery mileage and manufacturing. This data will be requested annually and further detail on how and when this data should be reported will be provided once the contract has been awarded.

Supplier Performance Measures (SPM)

We will require the suppliers to meet the Supplier Performance Measures (SPMs) below and report performance against these measures at the monthly Review meetings, using Performance Reports.

NO	Supplier Performance Measure	Performance Guidance	Method and Frequency of Measurement
1	All orders to be delivered in accordance with the tender offer within the call for competition procedure	100% of orders to be compliant with the required specification and any applicable legislation	Performance report ahead of strategic/performance meetings
2	Assets to be delivered as per the order and to the required specification standards and all applicable legislation	100% of assets to be delivered to requested standards	Performance report ahead of strategic/performance meetings
3	Issue and complaint logging.	100% of all issues/ complaints shall be resolved within 21 working days.	Performance report ahead of strategic/performance meetings
4	Warranty Claims – to be rectified and returned to service within 21 working days of this being reported to the supplier.	100% to be rectified and returned to service within 21 working days of this being reported to the supplier.	Performance report ahead of strategic/performance meetings
5	Delivery – To be delivered within 24 hours of confirmed delivery date	100% of all deliveries within 24 hours of confirmed date	Performance report ahead of strategic/performance meetings
6	Supplier to provide acknowledgement of receipt of equipment form within 48 working hours.	90% of orders	Performance report ahead of strategic/performance meetings

7	Supplier to return offerings/ recommendations within 72 working hours from receipt of initial enquiry.	90% of orders	Performance report ahead of strategic/performance meetings
8	Supplier to confirm receipt of order form within 48 working hours. This should include estimated delivery date & order reference.	90% of orders	Performance report ahead of strategic/performance meetings
9	Supplier to confirm delivery date within 5 working days of stage 8.	90% of orders	Performance report ahead of strategic/performance meetings

Issue Resolution

The suppliers shall ensure that any issues or complaints received directly from us are acknowledged within 1 working day of the details being received.

We will require that immediate action is taken to resolve all queries and complaints and that a full written explanation is provided. The suppliers shall keep us informed with the progress of our complaint at regular intervals until it is resolved. The suppliers shall record all complaints together with the actions and timescales taken to resolve and include these on the performance report. In all cases complaints shall be resolved within 21 working days.

Invoice and Payment Systems

The suppliers shall provide to the buyer, an electronic invoice to match the quotation, at the time the item is scheduled delivery to the EA premise as per the email confirmation of order.

The invoice should include the purchase price of the goods detailed on the order form complete with any additional ancillaries, fuels, consumables, and lubricants. Any delivery charges should also be included on the same invoice which should clearly detail the order reference assigned at time of order acceptance.

The buyer will pay the invoice within 5 working days from delivery via GPC.

Commercial Considerations & Cost Control

We will require effective cost control to be undertaken and a process and procedure to be implemented to ensure costs and any additional costs are validated to ensure they are fair and reasonable. This includes any developments which incur costs varying from the original tender response, additional services, and transport costs. We appreciate any design development will incur a variation to pricing within the contract term, however the suppliers will need to evidence price variations against material, manufacturing, fitting, and labour costs. We may undertake independent benchmarking reviews to ensure the prices represent good value within the market. The suppliers will support these activities to provide full transparency of their pricing for the goods and/or services provided.

In all respect, this contract shall operate on a partnership basis. There shall be full “open book accounting” reporting on both sides of all aspects of the services provided. Problem solving shall be approached on a shared responsibility basis. The suppliers shall commit to proactively seek out continuous improvement to the service levels and costs and suggest improvements to reduce cost, improve safety or environmental performance. The suppliers should also commit to supporting us in achieving, and where possible exceeding, its fleet related strategic and environmental objectives, including our supply chain. This will be achieved through Supplier Performance Measures (SPMs) and regular Operational, Tactical and Strategic reviews with our Commercial and AO&I representatives. All parties shall adhere to the principles of continuous improvement, sustainable development, and lifecycle impact reduction.

It is important to us to support the development of SME's and ensure smaller businesses are not impacted by financial pressures to deliver this contract. We will, where appropriate, consider staged and milestone payments for the delivery of certain orders.

Supply Chain Management

The suppliers shall undertake effective supply chain management and have full transparency of their supply chain, throughout the duration of the contract to ensure the cost effective and sustainable continuity of supply, and quality of goods or services provided to us.

The suppliers must communicate our sustainability requirements throughout their supply chain, partners, and wider organisation. They must share and communicate best practice/lessons learnt and new innovations with us in all areas that are relevant to this contract.

Business Continuity Management

The suppliers shall produce and maintain a robust Business Continuity, Contingency and Disaster Recovery Plan which ensures that the fulfilment of the goods and services described in this specification are not interrupted in accordance with ISO 22301 or equivalent. The suppliers shall maintain its readiness to deal with unplanned events in accordance with the business continuity principles of ISO 22301, or equivalent.

The suppliers will inform our Contract Manager of any disruption to the service within 1 working day.

Contractor's Responsibilities

The suppliers are required to hold a current insurance policy covering loss or damage to any vehicle or asset which is in their custody or control for reasons connected with the supplier's business. The suppliers are required to keep DGFS (Defra Group Fleet Services) property in safe custody and good condition, set aside and clearly marked as the property of DGFS.

Each supplier is required to undertake an inspection of all vehicles when received and a subsequent inspection of the vehicles prior to leaving their premises. Any damage observed during the inspections is to be reported to the owner at the time the damage is observed.

Indemnity will be in favour of DGFS relating to any loss or damage to any property (excluding indirect and consequential loss) which might arise as a direct consequence of

the actions or negligence of the suppliers, our staff, or agents in the execution of the contract.

Any loss, damage, or destruction of DGFS vehicles whilst on the supplier's premises which is not as a result of the actions or negligence of DGFS, or its employees is to be covered under the supplier's policy of insurance or the contract.