



Council of the Isles of Scilly,
Weselyan Chapel,
St Mary's

Isles of Scilly Steamship Company Ltd.,
Hugh Town,
St. Mary's,
Isles of Scilly
TR21 0LJ

Attn: Stuart Reid sreid@issq.co.uk
Andrew Fogden afogden@issq.co.uk

By email to: sreid@issq.co.uk; afogden@issq.co.uk

Date: 13/3/2025

Our ref: CloS05022025_Haulage

Dear Sirs,

Award of contract for the supply of Inter-Island Haulage and Onward Conveyance of Waste and Recycling to St. Mary's Waste Transfer Site and other Services (the Services)

Following your proposal for the supply of the Services to the Council of the Isles of Scilly we are pleased to award this contract to you.

This letter (Award Letter) and its Annex set out the terms of the contract between the Council of the Isles of Scilly as the Customer and Isles of Scilly Steamship Company as the Contractor for the provision of the Services. 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 Agreement as they will not be accepted by the Customer and may delay the processes.

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

- 1) The Services shall be performed across the Local Authority Area and the supplier's offices at St Mary's
- 2) The charges for the Services shall be as set out in the Supplier's quotation dated 3rd March 2025
- 3) The specification of the Services to be supplied is as set out in the Annex
- 4) The Term shall commence on 7/4/2025 and the Expiry Date shall be 31/3/2028 (unless extended by mutual consent by 1 year).

- 5) The address for notices of the Parties are:

Customer

Council of the Isles of Scilly,
Town Hall,
St Mary's,
Isles of Scilly,
TR210LW

Supplier

Isles of Scilly Steamship Company Ltd.,
Hugh Town,
St. Mary's
Isles of Scilly

Attention: Russell.Thompson@scilly.gov.uk

Attention: afogden@issg.co.uk

- 6) The following persons are Key Personnel for the purposes of the Agreement:

Name

Title

Russell Thompson

Waste Site manager

- 7) For the purposes of the Agreement the [equality and diversity policy and environmental policy are available upon request.
- 8) The Customer may require the Supplier to ensure that any person employed in the provision of the Services has undertaken a Disclosure and Barring Service check. The Supplier shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Services, relevant to the work of the Customer, or is of a type otherwise advised by the Customer (each such conviction a "**Relevant Conviction**"), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Services.

Payment

All invoices must be sent, quoting a valid purchase order number (PO Number), to: invoices@scilly.gov.uk or Council of the Isles of Scilly, Accounts Payable, PO Box 727, Truro TR1 9GP. Within 10 working days of receipt of your countersigned copy of this letter, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.

To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your customer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment. If you have a query regarding an outstanding payment please contact our Accounts Payable section: either by email to financeprocessing@cornwall.gov.uk (for remittance advice: paymentscontrol@cornwall.gov.uk) or by telephone 01872 323000 between 09:00-17:00 Monday to Friday.

Liaison

For general liaison your contact will continue to be Russell Thompson

We thank you for your co-operation to date, and look forward to forging a successful working relationship resulting in a smooth and successful delivery of the Services. Please confirm your acceptance of the award of this contract by signing and returning the enclosed copy of the contract to procurement@scilly.gov.uk within 7 days from the date of this letter. No other form of acknowledgement

will be accepted. Please remember to quote the reference number above in any future communications relating to this contract.

Yours faithfully,

Keith Grossett

Signed for and on behalf of Council of the Isles of Scilly

Name:

Signature:

Date:

Annex 1

(1) The Council of the Isles of Scilly [THE AUTHORITY]

-and-

(2) (THE CONTRACTOR)

AGREEMENT

Relating to the provision of

**3 Years (plus 1) Waste Haulage Services for Containerised Waste & Dry
Recyclates between the Islands of St Agnes, Bryher, Tresco, St Martin's
and St Mary's on the Isles of Scilly.**



COUNCIL OF THE ISLES OF SCILLY

Town Hall, St Mary's, Isles of Scilly, TR21 0LW

☎0300 1234 105

✉enquiries@scilly.gov.uk

OPERATIVE PROVISIONS

Part 1 General Provisions

Pages

- | | |
|----|--|
| 1 | Definitions and Interpretations |
| 2 | Term |
| 3 | Contractor Warranties and Undertakings |
| 4 | Authority's Obligations |
| 5 | Entire Agreement |
| 6 | Scope of Agreement |
| 7 | Notices |
| 8 | Mistakes in Information |
| 9 | Conflicts of Interest |
| 10 | Fraud |

Part 2 Provision of the Services

- | | |
|----|--|
| 11 | The Services |
| 12 | Manner of Carrying Out the Services |
| 13 | Standard of Work |
| 14 | Key Personnel |
| 15 | Contractor's Staff |
| 16 | Inspection of Premises |
| 17 | Licence to Occupy Authority's Premises |
| 18 | Authority Property |

19 Sub-contracting for the delivery of the Services

20 Offers of Employment

Part 3 Payment and Price

- 21 Price
- 22 Payment and Tax
- 23 Recovery of Sums Due
- 24 Price Adjustment on Extension of Term
- 25 Euro
- 26 Change of Law

Part 4 Statutory Obligations and Regulations

- 27 Prevention of Corruption
- 28 Discrimination
- 29 The Contracts (Rights of Third Parties) Act 1999
- 30 Environmental Sustainability Requirements
- 31 Health and Safety
- 32 Criminal Records Bureau

Part 5 Protection of Information

- 33 Data Protection Act
- 34 Confidentiality
- 35 Freedom of Information
- 36 Security of Confidential Information
- 37 Publicity and Media
- 38 Security
- 39 Intellectual Property Rights
- 40 Audit and the Audit Commission

Part 6 Control of the Agreement

- 41 Assignment and Sub-Contracting
- 42 Waiver
- 43 Variation of the Service
- 44 Severability
- 45 Remedies in the Event of Inadequate Performance
- 46 Remedies Cumulative
- 47 Possible Extension of Term

Part 7 Liabilities

- 48 Indemnity and Insurance
- 49 Not used
- 50 Warranties and Representations

Part 8 Default, Disruption and Termination

- 51 Termination on Change of Control and Insolvency
- 52 Termination on Default
- 53 Break
- 54 Consequences of Termination
- 55 Disruption
- 56 Recovery upon Termination
- 57 Force Majeure

Part 9 Disputes and Law

- 58 Governing Law
- 59 Dispute/Resolution

A small, handwritten mark or signature in the bottom right corner of the page.

THIS AGREEMENT is made on [date in manuscript]

2/4/2025.

BETWEEN

- (1) **The Council of the Isles of Scilly of Town Hall, St Mary's, Isles of Scilly, TR21 0LW** (the "Authority"); and
- (2) **Isles of Scilly Steamship Company Ltd.**, (company registered number 00165746) whose registered office is at Hugh Street, St Mary's, Isles of Scilly (the "Contractor").

RECITALS:

- (A) The Authority named in Contract Notice CI0S05022025_Haulage requires a contractor to provide haulage of waste and recycling services (the "Services" as more particularly described below) from the quays of St. Agnes, Bryher, Tresco and St. Martins to Porthmellon Waste Management Site on St Mary's, Isles of Scilly.
- (B) The Authority and the Contractor have agreed to enter into an agreement whereby the Contractor shall provide and the Authority shall co-operate with it in providing the Services in the manner and upon the terms hereinafter set out.

OPERATIVE PROVISIONS:

Part 1 – General Provisions

1. Definitions and Interpretations

- 1.1 In the Agreement unless the context otherwise requires the following terms shall have the meanings given to them below:

"1976 Act" means the Race Relations Act 1976.

"1999 Act" means the Local Government Act 1999 (as amended by the Local Government and Public Involvement in Health Act 2007).

"Agreement" means this agreement between the Authority and the Contractor consisting of these clauses and the attached Schedules.

"Approval" and "Approved" means the written consent of the Contract Manager.

"Authority Premises" means the location where the Services are to be performed, as specified in the Specification.

"Authority Property" means any property, other than real property, issued or made available to the Contractor by the Authority in connection with the Agreement as more particularly set out in the Specification Schedule.

"Authority Related Party" means any officer, servant, employee or agent of the Authority acting in that capacity.

"Best Value Duty" means the duty imposed on the Authority by Part 1 of the 1999 Act and under which the Authority is under a statutory duty to continuously improve the way its functions are exercised, having regard to a combination of economy, efficiency and effectiveness and to the guidance issued from time to time by the Secretary of State, the Audit Commission and the Chartered Institute of Public Finance and Accountancy pursuant to, or in connection with, Part 1 of the 1999 Act.

"Certified Tonnage of Contract Waste" means the tonnage weight given by the Authority's weighbridge on the Isles of Scilly.

"Commencement Date" means [the date of the Agreement].

"Commercially Sensitive Information" means the subset of Confidential Information listed in the Commercially Sensitive Information Schedule comprised of information:

- (a) which is provided by the Contractor to the Authority in confidence for the period set out in that Schedule; and/or
- (b) that constitutes a trade secret.

"Commercially Sensitive Information Schedule" means the Schedule containing a list of the Commercially Sensitive Information.

"Commencement Date" has the meaning given in clause 2.1.

"Confidential Information" means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which relates to the business, affairs, properties, assets, trading practices, Services,

developments, trade secrets, Intellectual Property Rights, know-how, personnel, customers and suppliers of either Party, all personal data and sensitive personal data within the meaning of the Data Protection Act 1998 and the Commercially Sensitive Information.

"Contract Manager" means the person for the time being appointed by the Authority as being authorised to administer the Agreement on behalf of the Authority or such person as may be nominated by the Contract Manager to act on its behalf.

"Contract Waste" means all residual and bulky waste, as defined in the Specification, which is to be included as directed to the Contractor's Representative by the Contract Manager, together with any other such non-hazardous waste as required from time to time to be removed from the site, subject to any agreed variation in associated cost.

"Contractor Related Party" means the Contractor's agents and Sub-Contractors and its or their sub-contractors of any tier and its or their directors, officers, employees and workmen in relation to the Project and any person on or at the Authority's Premises at the express or implied invitation of the Contractor (other than the Authority).

"Contracting Authority" means any contracting authority as defined in Regulation 3 of the Public Contracts Regulations 2006 other than the Authority.

"Contractor's Representative" means the individual authorised to act on behalf of the Contractor for the purposes of the Agreement.

"Criminal Records Bureau" means the bureau established pursuant to Part V of the Police Act 1997.

"Default" means any breach of the obligations of either Party (including but not limited to fundamental breach or breach of a fundamental term) or any default, act, omission, negligence or statement of either Party, its employees, agents or sub-contractors in connection with or in relation to the subject matter of the Agreement and in respect of which such Party is liable to the other.

"Equipment" means the Contractor's equipment, plant, materials, and such other items supplied and used by the Contractor in the performance of its obligations under the Agreement.

"Environmental Information Regulations" means the Environmental Information Regulations 2004.

"Extension" means the extension of the duration of the Agreement agreed in accordance with clause 47.

"FOIA" means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation.

"Force Majeure" means any event or occurrence which is outside the reasonable control of the Party concerned, and which is not attributable to any act or failure to take preventative action by the Party concerned, including (but not limited to) governmental regulations, fire, flood, weather conditions deemed to be recorded as exceptionally adverse by the meteorological office for the area nearest to the Project, or any disaster. It does not include any industrial action occurring amongst the Contractor's Staff or any staff of any sub-contractor.

"General Change in Law" means a change in Law which comes into effect after the Commencement Date, where the change is of a general legislative nature (including taxation or duties of any sort affecting the Contractor) or which would affect or relate to a comparable supply of services of the same or a similar nature to the supply of the Services.

"Good Industry Practice" means using standards, practices, methods and procedures conforming to the law and exercising that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances.

"Information" has the meaning given under section 84 of the Freedom of Information Act 2000.

"Intellectual Property Rights" means patents, inventions, trademarks, service marks, logos, design rights (whether registerable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off.

"Invitation to Tender" means an invitation for Contractors to bid for the Services required by the Authority.

"Key Personnel" mean those persons named in the Specification as being key personnel.

"Landfill Tax" has the meaning defined in Finance Act 1996 (sections 39 to 71 inclusive, and Schedule 5); Landfill Tax Regulations 1996 (SI 1996 No. 1527), as amended; Landfill Tax (Qualifying Material) Order 2011 (SI 2011 No. 1017); Landfill Tax (Prescribed Landfill Activities) Order 2009 (SI 2009 No. 1929); and any subsequent legislation.

"Law" means any applicable Act of Parliament, sub-ordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, exercise of the Royal Prerogative, enforceable community right within the meaning of Section 2 of the European Communities Act 1972, bye-law, regulatory policy, guidance or industry code, judgement of a relevant court of law, or directives or requirements of any Regulatory Body of which the Contractor is bound to comply.

"Elements" means the Two aspects of the Services which will be let as Lots or a single contract i.e.:

- Transportation of containerised materials to an appropriate location on St Marys for loading and onward marine shipment, in accordance with current UK regulations in effect at the time of and for the duration of this Agreement and with all necessary permissions from relevant harbour and port authorities, to an appropriate authorised mainland port.

- Marine shipping, offloading and haulage to a contractor appointed by a separate procurement process.

"Month" means calendar month.

"Named Employee" has the meaning given to it in clause 32.1

"Pandemic Event" means a pandemic and or an epidemic event which results in the non-availability or materially restricted availability to the Contractor of appropriate levels of labour, plant, machinery and/or materials (including the Equipment and the Authority Property) which occurs after the Agreement takes effect

- (a) arises as a direct result of the SARS-Cov-2 virus or any future mutation or variant thereof or from any other major pandemic or epidemic, as advised by the World Health Organisation (or any successor body to the World Health Organisation, that has an equivalent or similar impact to Covid-19 on the UK; and/or
- (b) is directly caused by the imposition of any new restrictions, regulations or mandatory guidance issued by the UK Government, National Health Service or any other relevant public authority which:
 - (i) leads to a mandatory suspension of the Services;
 - (ii) directly affects the supply and/or delivery of labour or materials for use in the Works; and
 - (iii) was not already in place as at the Commencement Date,

in each case arising from the SARS-Cov-2 virus or any future mutation or variant thereof or emergent new virus from any other major pandemic or epidemic as advised by the World Health Organisation (or any successor body to the World Health Organisation).

"Party" means a party to the Agreement and "Parties" shall be construed accordingly.

"Price" means the price exclusive of any applicable Tax, payable to the Contractor by the Authority under the Agreement, as set out in the Pricing Schedule, for the full and proper performance by the Contractor of its obligations under the Agreement but before taking into account the effect of any adjustment of price in accordance with clause 24.

"Pricing Schedule" means the Schedule containing details of the Price.

"Project" means the provision of the Services by the Contractor in accordance with the terms of this Agreement.

"Quality Standards" means the quality standards published by the British Standards Institute, the International Organisation for Standardisation or any other equivalent body that a skilled and experienced operator engaged in the same type of industry or business as the Contractor would reasonably and ordinarily be expected to comply as supplemented by the Specification.

"Regulatory Bodies" means those government departments and regulatory statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in the Agreement or any other affairs of the Authority and "Regulatory Body" shall be construed accordingly.

"Replacement Contractor" means any third party Contractor appointed by the Authority from time to time, to provide any services which are substantially similar to any of the Services, and which the Authority receives in substitution for any of the Services following the expiry, termination or partial termination of the Agreement, whether those services are provided by the Authority internally and/or by any third party.

"Requests for Information" shall have the meaning set out in FOIA or any apparent request for information under the FOIA or the Environmental Information Regulations.

"Schedule" means a schedule attached to the Agreement.

"Services" means the services to be provided as specified in the Specification.

"Specification" means the description of the Services to be provided under the Agreement and attached as the Specification Schedule.

"Specification Schedule" means the Schedule containing details of the Specification.

"Specific Change in Law" means a change in Law which comes into effect after the Commencement Date that relates specifically to the business of the Authority, and which would not affect a comparable supply of services of the same or a similar nature to the supply of the Services.

"Staff" means all persons employed by the Contractor to perform the Agreement together with the Contractor's servants, agents and sub-contractors used in the performance of the Agreement.

"Sub-Contractor" means any sub-contractor or any person engaged by the Contractor from time to time as may be permitted by this Agreement to procure the provision of the Services (or any of them).

"Tax" means value added tax.

"Tender" means the Contractor's response to the Invitation to Tender (as subsequently clarified in CLOS05022025

"Term" means the period of duration of the Agreement in accordance with clause 2.1.

"Users" means a reasonably representative sample of those users who consume or benefit from the Services

"Variation" has the meaning given to it in 43.1

"Working Day" means a day (other than a Saturday or Sunday) on which banks are open for domestic business in the City of London

1.2 In the Agreement except where the context otherwise requires:

- (a) the terms and expressions set out in clause 1.1 shall have the meanings ascribed therein;
- (b) words importing the singular meaning include where the context so admits the plural meaning and vice versa;
- (c) words importing the masculine include the feminine and the neuter;
- (d) reference to a clause is a reference to the whole of that clause unless stated otherwise;
- (e) references to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or

instrument as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted;

- (f) references to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assignees or transferees;
- (g) the words "include", "includes" and "including" are to be construed as if they were immediately followed by the words "without limitation";
- (h) headings are included in the Agreement for ease of reference only and shall not affect the interpretation or construction of the Agreement.

2 Term

- 2.1 The Agreement shall take effect on the 07/04/2025 or on any early date upon which the Contractor and the Authority execute the Agreement which ever is the sooner (the "Commencement Date") and shall, subject to clause 2.2, be completed by 31/03/2028, unless another completion date is agreed between the Authority and the Contractor, and unless it is otherwise terminated in accordance with the Agreement, or otherwise lawfully terminated.
- 2.2 The Authority may seek to extend the duration of the Agreement in accordance with clause 47. During the Extension, the obligations under the Agreement shall continue (subject to any Variation) or adjustment to the Price pursuant to clause 24 until the expiry of the period specified in accordance with clause 47.

3 Contractor Warranties and Undertakings

3.1. Contractor Undertakings

The Contractor undertakes with the Authority that for so long as this Agreement remains in force:

- 3.1.1 it will not undertake the performance of its obligations under this Agreement for the provision of the Services otherwise than through itself or a Sub-Contractor.

3.2 Contractor Warranty

The Contractor warrants and represents to the Authority that as at the Commencement Date:

- 3.2.1 it is properly constituted and incorporated under the laws of England and Wales and has the corporate power to own its assets and to carry on its business as it is now being conducted;
- 3.2.1 it has the corporate power to enter into and to exercise its rights and perform its obligations under this Agreement;
- 3.2.2 all action necessary on the part of the Contractor to authorise the execution of and the performance of its obligations under this Agreement has been taken;
- 3.2.3 the obligations expressed to be assumed by the Contractor under this Agreement will be, legal, valid, binding and enforceable;
- 3.2.4 no claim is presently being assessed and no litigation, arbitration or administrative proceedings are presently in progress or, to the best of the knowledge of the Contractor, pending or threatened against it or any of its assets which will or might have a material adverse effect on the ability of the Contractor to perform its obligations under this Agreement,;

3.2.5 it is not the subject of any other obligation, compliance with which will or is likely to have a material adverse effect on the ability of the Contractor to perform its obligations under this Agreement; and

3.2.6 no proceedings or other steps have been taken and not discharged (nor, to the best of the knowledge of the Contractor, threatened) for its winding-up or dissolution or for the appointment of a receiver, administrative receiver, administrator, liquidator, trustee or similar officer in relation to any of its assets or revenues;

3.2.7 it is undertaken all necessary due diligence in compiling its tender submission in response to the Authority's invitation to tender and in accepting this Agreement. Any such due diligence should include but is not limited to discussion with all other relevant authorities and bodies with whom the Contractor will interact during the term of the Agreement, and that all costing has been priced accordingly.

3.2.8 it has obtained all necessary permissions and permits, both on land, and sea, to undertake and perform the Services

and the Authority relies upon such warranties and representations.

3.3 No Warranty by Authority

Subject to Clause 3.5 (Fraudulent Statements), the Authority does not give any warranty or undertaking as to the relevance, completeness, accuracy or fitness for any purpose of any of the data provided in the Invitation to Tender documentation.

3.4 No Liability to Contractor

Subject to Clause 3.5 (Fraudulent Statements) neither the Authority nor any of its agents or employees shall be liable to the Contractor in contract, tort (including negligence or breach of statutory duty), statute or otherwise as a result of:

3.4.1 any inaccuracy, omission, unfitness for any purpose or inadequacy of any kind whatsoever in the data provided in the Invitation to Tender; or

3.4.2 any failure to make available to the Contractor any materials, documents, drawings, plans or other information relating to the Project.

3.5 Fraudulent Statements

The Contractor warrants:

3.5.1 nothing in this Clause 3 (General Warranties and Undertakings) shall exclude any liability which the Authority or any of its agents or employees would otherwise have to the Contractor in respect of any statements made fraudulently prior to the Commencement Date; and

3.5.1 the provisions of this Clause 3 (General Warranties and Undertakings) are without prejudice to the Contractor's express rights and remedies under or pursuant to this Contract.

3.6 Contractor's Due Diligence

The Contractor warrants that in accordance with Good Industry Practice:

3.6.1 it has gathered all information necessary to perform its obligations under this Contract; and

3.6.2 it will fulfil the duties of the Authority (so far as such duties are set out in this Agreement) with respect to the haulage, treatment and/or disposal of Contract Waste.

4 Authority's Obligations

4.1 Save as otherwise expressly provided, the obligations of the Authority under the Agreement are obligations of the Authority in its capacity as a contracting counterparty and nothing in the Agreement shall operate as an obligation upon, or in any other way fetter or constrain the Authority in any other capacity, nor shall the exercise by the Authority of its duties and powers in any other capacity lead to any liability under the Agreement (howsoever arising) on the part of the Authority to the Contractor.

5 Entire Agreement

- 5.1 The Agreement constitutes the entire agreement between the Parties relating to the subject matter of the Agreement. The Agreement supersedes all prior negotiations, representations and undertakings, whether written or oral, except that this clause shall not exclude liability in respect of any fraudulent misrepresentation.
- 5.2 Except as otherwise expressly provided, the Contract Documents are to be taken as mutually explanatory of one another. Should the Contractor become aware of any ambiguities or discrepancies in or between the Contract Documents, the Contractor shall immediately inform the Contract Manager giving full details of the ambiguity or discrepancy. Any such notified ambiguities or discrepancies or any ambiguities or discrepancies otherwise coming to the notice of the Contract Manager shall be resolved by the Contract Manager who shall issue to the Contractor any appropriate instructions.
- 5.3 In the event of and only to the extent of any conflict between the body of the Agreement, Specification, Contractor's Tender and other documents referred to or attached to the Agreement, the conflict shall be resolved in accordance with the following order of precedence:
- (1) the Agreement;
 - (2) the Specification;
 - (3) the Contractor's completed Pricing Schedule;
 - (4) the Contractor's Service Delivery Plan;
 - (5) the Monitoring Schedule; and
 - (6) any other document incorporated into the Agreement.

Unless expressly agreed, a document varied pursuant to Clause 43 shall not take higher precedence than specified here.

- 5.4 The Agreement will be executed as a single agreement. Where the Services are sub-contracted, the Contractor shall liaise with and work with such parties and shall include any costs for this in their tender.

6 Scope of Agreement

- 6.1 Nothing in the Agreement shall be construed as creating a partnership or a contract of employment between the Authority and the Contractor.

7 Notices

- 7.1 Except as otherwise expressly provided within the Agreement, no notice or other communication from one Party to the other shall have any validity under the Agreement unless made in writing by or on behalf of the Party concerned.

- 7.2 Any notice or other communication which is to be given by either Party to the other shall be given by letter (sent by hand, post, registered post or by the recorded delivery service), or by electronic mail (confirmed in either case by letter). Such letters shall be addressed to the other Party in the manner referred to in clause 7.3. Provided the relevant communication is not returned as undelivered, the notice or communication shall be deemed to have been given 2 Working Days after the day on which the letter was posted, or 4 hours, in the case of electronic mail or sooner where the other Party acknowledges receipt of such letters, facsimile transmission or item of electronic mail.

- 7.3 For the purposes of clause 7.2, the address of each Party shall be:

(a) For the Authority:

Council of the Isles of Scilly, Town Hall,
St Marys, Isles of Scilly, TR210LW
For the attention of Keith Grossett:
Tel: +44 1720424491
E-mail: Nicola.Stinson@scilly.gov.uk

(b) For the Contractor:

Isles of Scilly Steamship Company Ltd.,
Hugh Streets,
St. Mary's, Isles of Scilly, TR21 0LJ
afogden@issg.co.uk

- 7.4 Either Party may change its address for service by serving a notice in accordance with this clause.
- 7.5 The Contractor's Representative shall be Andrew Fogden or such other person appointed pursuant to this Clause. The Contractor's Representative shall have full authority to act on behalf of the Contractor for all purposes of this Agreement. Except as previously notified in writing before such act by the Contractor to the Authority, the Authority and the Contract Manager shall be entitled to treat any act of the Contractor's Representative in connection with this Agreement as being expressly authorised by the Contractor and the Authority and the Contractor Manager shall not be required to determine whether any express authority has in fact been given.
- 7.6 The Contractor may by notice to the Authority change the Contractor's Representative. Where the Contractor wishes to do so, it shall by written notice to the Authority propose a substitute for approval, taking account of the need for liaison and continuity in respect of the Project. Such appointment shall be subject to the approval of the Authority (not to be unreasonably withheld or delayed).
- 7.7 The Contract Manager shall be appointed by the Authority at, or prior to, the Commencement Date or such other person appointed pursuant to this Clause. The Contract Manager shall exercise the functions and powers of the Authority in relation to the Project which are identified in this Agreement as functions or powers to be carried out by the Contract Manager. The Contract Manager shall also exercise such other functions and powers of the Authority under this Contract as may be notified to the Contractor from time to time.
- 7.8 The Contract Manager shall be entitled at any time, by notice to the Contractor, to authorise any other person to exercise the functions and powers of the Authority delegated to him pursuant to this Clause, either generally or specifically. Any act of any such person shall, for the purposes of this Agreement, constitute an act of the Contract Manager and all references to the "Contract Manager" in this Contract (apart from this Clause) shall be taken as reference to such person so far as they concern matters within the scope of such person's authority.

- 7.9 The Authority may by notice to the Contractor change the Contract Manager. The Authority shall (as far as practicable) consult with the Contractor prior to the appointment of any replacement for the Contract Manager, taking account of the need for liaison and continuity in respect of the Project. Such change shall have effect on the date specified in the written notice (which date shall, other than in the case of an Emergency, be such date as will not cause material inconvenience to the Contractor in the execution of its obligations under this Agreement).

8 Mistakes in Information

- 8.1 The Contractor shall be responsible for the accuracy of all drawings, documentation and information supplied to the Authority by the Contractor in connection with the provision of the Services and shall pay the Authority any reasonable established and ascertained extra costs occasioned by any discrepancies, errors or omissions therein.

9 Conflicts of Interest

- 9.1 The Contractor shall take appropriate steps to ensure that neither the Contractor nor any employee, servant, agent, supplier or sub-contractor is placed in a position where in the reasonable opinion of the Authority there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Contractor or such persons and the duties owed to the Authority under the provisions of the Agreement. The Contractor will disclose to the Authority full particulars of any such conflict of interest which may arise.
- 9.2 The provisions of this clause shall apply during the continuance of the Agreement and for a period of two years after its termination.

10 Fraud

- 10.1 The Contractor shall take all reasonable steps, in accordance with Good Industry Practice, to prevent any fraudulent activity by the Staff, the Contractor (including its shareholders, members, and directors) and/or any of the Contractor's suppliers, in connection with the receipt of monies from the Authority. The Contractor shall notify

the Authority immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.

Part 2 – The Provision of the Services

11 The Services

- 11.1 The Contractor shall provide the Services during the Term and discharge its obligations hereunder with all due skill, care and diligence and in accordance with Good Industry Practice, the Authority's requirements as set out in the Specification and the terms of the Agreement in consideration of the payment of the Price. The Authority shall have the power to inspect and examine the performance of the Services at the Authority's Premises at any reasonable time or, provided that the Authority gives reasonable notice to the Contractor, at any other premises where any part of the Services is being performed.
- 11.2 The Contractor shall at all times deliver the Services in accordance with the Law.
- 11.3 In the event that the Authority notifies the Contractor of the Authority's reasonably held opinion that any part of the Services do not meet the requirements of the Agreement or differ in any way from those requirements, and this is other than as a result of default or negligence on the part of the Authority, the Contractor shall at its own expense re-schedule and carry out the Services in accordance with the requirements of the Agreement within such reasonable time as may be specified by the Authority.
- 11.4 Subject to the Authority providing Approval in accordance with clause 13.3, timely provision of the Services shall be of the essence of the Agreement, including in relation to commencing the provision of the Services within the time agreed or on a specified date.
- 11.5 Without prejudice to any other rights and remedies the Authority may have pursuant to the Agreement, the Contractor shall reimburse the Authority for all reasonable damages, loss and costs incurred by the Authority which have arisen as a consequence of the Contractor's delay in the performance of its obligations under the Agreement and which delay the Contractor has failed to remedy following reasonable notice from the Authority. For the avoidance of doubt, the Contractor's obligation to

reimburse the Authority under this clause does not arise to the extent that the delay was caused by:

11.5.1 a delay or failure by the Authority to provide Approval under clause 13.3;

11.5.2 any impediment, prevention or default, whether by act or omission by the Authority or an Authority Related Party;

11.5.3 a Force Majeure event; or

.11.5.4 a Pandemic Event.

11.6 The Contractor shall remove all Contract Waste from the Authority Premises as directed by the Contract Manager and in accordance with the provisions of this Agreement. The Contractor shall take responsibility and ownership of Contract Waste whilst it is within their care up to the point of unloading onto a UK mainland quay. Collection of waste from the quay will not be the Contractor's responsibility.

12 Manner of Carrying Out the Services

12.1 The Contractor shall provide all the Equipment necessary for the provision of the Services

12.2 All Equipment brought onto the Authority's Premises shall be at the Contractor's own risk. The Contractor shall provide for the haulage or carriage thereof to the Authority Premises and the removal of Equipment when no longer required at its sole cost. Unless otherwise agreed, Equipment brought onto the Authority's Premises will remain the property of the Contractor.

12.3 The Contractor shall maintain all items of Equipment within the Authority's Premises in a safe, serviceable and clean condition.

12.4 All Equipment shall be at the risk of the Contractor and the Authority shall have no liability for any loss of or damage to any Equipment unless the Contractor is able to demonstrate that such loss or damage was caused or contributed to by the negligence or default of the Authority.

12.5 The Authority shall have the power at any time during the performance of the Services to order in writing that the Contractor:

(a) remove from the Authority's Premises any Equipment which in the reasonable opinion of the Authority is either hazardous, noxious or not in accordance with the Agreement; and

(b) if the Authority has ordered the Contractor to remove any item of Equipment in accordance with clause 12.5 (a) above, to replace such item with a suitable substitute item of Equipment.

12.6 On completion of the Services the Contractor shall remove the Equipment together with any other materials used by the Contractor to provide the Services in order to leave the Authority's Premises in a clean, safe and tidy condition. For the avoidance of doubt the Contractor is solely responsible for making good any established and ascertained damage to the Authority's premises or any objects contained thereon, other than fair wear and tear, which is caused by the Contractor or any of the Contractor's employees, servants, agents, suppliers or sub-contractors.

12.7 Access to the Authority's Premises shall not be exclusive to the Contractor and shall be limited to such Staff and the Contractor's suppliers as are necessary to perform the Services concurrently with the execution of work by others. The Contractor shall co-operate free of charge with such others on the Authority's Premises as the Authority may reasonably require.

12.8 The Contractor shall be required to provide evidence of the Certified Tonnage of Contract Waste leaving the Authority Site. The Authority will pay the Contractor the value of the total of the Certified Tonnage in accordance with the Price upon receipt of the evidence required.

13 Standard of Work

13.1 The Contractor shall at all times, using Good Industry Practice comply with the Quality Standards, and where applicable shall maintain accreditation with the relevant Quality Standards authorisation body. To the extent the standard of Services has not been specified in the Agreement, the Contractor shall agree the relevant standard of Services with the Contract Manager prior to the delivery of the

Services, and the Contractor shall undertake its obligations in accordance with Good Industry Practice. The Contractor shall at all times comply with statutory requirements for the loading, haulage and disposal of Contract Waste.

- 13.2 The Contractor warrants and represents that all Staff assigned to the performance of the Services shall possess and exercise such qualifications, skill and experience as are necessary for the proper performance of the Services
- 13.3 The introduction of new methods or systems which adversely affect the provision of the Services shall be subject to prior Approval.
- 13.4 The signing by the Contract Manager (or his representative) of time sheets or other similar documents shall not be construed as implying the Contractor's compliance with the Agreement.
- 13.5 The Contractor is required to produce all risk assessments, methodologies and work program to enable the Services to be provided in accordance with the Specification. All risk assessments, methodologies and work programmes will be submitted to the Authority for approval and the Authority at its sole discretion will be entitled to reject any risk assessments, methodology or work programme which fail to deliver the required standard of work in accordance with clause 13.1 and require the Contractor at the Contractors own expense to prepare new or alternate Risk Assessments and Methodologies to the satisfaction of the Authority.
- 13.6 It is the responsibility of the Contractor to ensure any port or other landing areas are suitable for use and that they have the appropriate approvals and consents to allow such areas to be used for the purpose of providing the Services. The Contractor warrants that the cost of using any such port or landing area has been included within the Contractors total cost for providing the Services. Any refusal or withdrawal of consent will be at the risk of the Contractor, and the cost of finding alternate methods of removal as a result of such refusal or withdrawal will be borne by the Contractor.

14 Key Personnel

- 14.1 Key Personnel shall not be released from providing the Services without the agreement of the Authority, except by reason of long-term sickness, maternity leave, paternity leave or termination of employment and other extenuating circumstances.
- 14.2 Any replacements to the Key Personnel shall be subject to the agreement of the Authority. Such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.
- 14.3 The Authority shall not unreasonably withhold its agreement under clause 14.1 or clause 14.2. Such agreement shall be conditional on appropriate arrangements being made by the Contractor to minimise any adverse impact on the Agreement which could be caused by a change in Key Personnel.

15 Contractor's Staff

- 15.1 The Authority reserves the right under the Agreement to refuse to admit to, or to withdraw permission to remain on, any premises occupied by or on behalf of the Authority:
- (a) any member of the Staff; or
 - (b) any person employed or engaged by a sub-contractor, agent or servant of the Contractor;
- whose admission or continued presence would be, in the reasonable opinion of the Authority, undesirable.
- 15.2 If and when directed by the Authority, the Contractor shall provide a list of the names and addresses of all persons who it is expected may require admission in connection with the Agreement to any premises occupied by or on behalf of the Authority, specifying the capacities in which they are concerned with the Agreement and giving such other particulars as the Authority may reasonably desire.
- 15.3 The decision of the Authority as to whether any person is to be refused access to any premises occupied by or on behalf of the Authority shall be final and conclusive.
- 15.4 The Contractor shall bear the cost of any notice, instruction or decision of the Authority under this clause.

16 Inspection of Premises

- 16.1 Save as the Authority may otherwise direct, the Contractor is deemed to have inspected the Premises before tendering so as to have understood the nature and extent of the Agreement to be carried out and be satisfied in relation to all matters connected with the performance of the Agreement.

17 Licence to occupy Authority's Premises

- 17.1 Any land or Premises (including temporary buildings) made available to the Contractor by the Authority in connection with the Agreement, shall be made available to the Contractor free of charge and shall be used by the Contractor solely for the purpose of performing its obligations under the Agreement. The Contractor shall have the use of such land or Premises as licensee and shall vacate the same on completion, termination or abandonment of the Agreement.
- 17.2 The Contractor shall not use the Authority's Premises for any purpose or activity other than the provision of the Services.
- 17.3 Should the Contractor require modifications to the Authority's Premises, such modifications shall be subject to prior Approval and shall be carried out by the Authority at the Contractor's expense subject to the Contractor approving quotes before commencement of work. The Authority shall undertake Approved modification work without undue delay. Ownership of such modifications shall rest with the Authority.
- 17.4 The Contractor shall (and shall ensure that their employees, servants, agents, suppliers or sub-contractors) observe and comply with such rules and regulations as may be in force at any time (and subject to the Contractor being provided with a copy of such rules and regulations prior to this Agreement being entered into by the parties) for the use of such Authority Premises as determined by the Authority, and the Contractor shall pay for the reasonable cost of making good any ascertained and established damage caused by the Contractor or any Contractor Related Party, other than fair wear and tear. For the avoidance of doubt, damage includes damage to the fabric of the buildings, plant, fixed equipment or fittings therein.
- 17.5 The Parties agree that there is no intention on the part of the Authority to create a tenancy of whatsoever nature in favour of the Contractor or any Contractor Related Party and that no such tenancy has or shall come into being and, notwithstanding any rights granted pursuant to the Agreement, the Authority retains the right at any

time to use in any manner the Authority sees fit any premises owned or occupied by it.

18 Authority Property

- 18.1 The Authority shall issue such Authority Property required to be used by the Contractor in its performance of the Services on a hire basis, or at its discretion as a free issue, such property shall be and remain the property of the Authority. The Contractor shall not in any circumstances have a lien on the Authority Property and the Contractor shall take all reasonable steps to ensure that the title of the Authority to such Authority Property and the exclusion of any such lien are brought to the notice of all sub-contractors and other persons dealing with the Agreement.
- 18.2 Any Authority Property made available or otherwise received by the Contractor shall be deemed to be in good and safe condition when received by or on behalf of the Contractor unless the Contractor notifies the Authority otherwise within 5 Working Days of receipt.
- 18.3 Subject to clause 18.4 below, the Contractor shall maintain all Authority Property (except those items in the Specification Schedule) in good order and safe condition, excluding fair wear and tear, and shall use Authority Property solely in connection with the Agreement and for no other purpose without prior Approval.
- 18.4 The Authority Property items listed in the Specification Schedule shall be maintained by the Authority in good order and safe condition and shall be replaced by new items at the Authority's expense as and when deemed necessary in the reasonable opinion of the Authority.
- 18.5 The Contractor shall ensure the security of all Authority Property, whilst in the Contractor's possession, either on its premises or elsewhere during the performance of the Agreement, in accordance with the Authority's reasonable security requirements as required from time to time.
- 18.6 The Contractor shall be liable for any and all loss of or damage (excluding fair wear and tear) to any Authority Property, unless the Contractor is able to demonstrate that such loss or damage was caused by the negligence or default of the Authority. The Contractor's liability set out in this clause shall be reduced to the extent that such

loss or damage was contributed to by the negligence or default of the Authority. The Contractor shall inform the Contract Manager within 2 Working Days of becoming aware of any defects appearing in or losses or damage occurring to Authority Property made available for the purposes of the Agreement.

19 Sub-Contracting for the delivery of the Services

- 19.1 Where the Contractor enters into a sub-contract with a supplier or sub-contractor for the purpose of performing the Agreement, it shall include a term in the sub-contract which requires payment to be made of undisputed sums by the Contractor to the Sub-Contractor within a specified period not exceeding 30 days from the receipt of a valid invoice, as defined by the sub-contract requirements.
- 19.2 Where the Contractor enters into a sub-contract with a supplier or sub-contractor for the purpose of performing the Agreement, it shall include a term in the sub-contract which allows the Authority to enter into a direct agreement with the Sub-Contractor under the same terms and conditions as the sub-contract between the Contractor and its supplier or sub-contractor if the Contractor fails to deliver the Services.
- 19.3 Where the Contractor enters into a sub-contract with a supplier or sub-contractor for the purpose of performing this Agreement, it is agreed by the parties that the cost incurred by the Contractor in providing this instruction is included within the Price.
- 19.4 The Contractor will, where it is providing services at the Authority's Premises, or under the direct over-sight of the Authority and it intends to enter into any sub-contract in the performance of the Services notify the Authority of the contact details of its sub-contractor prior to performance of the Services.
- 19.5 In addition to clause 19.4 above the Authority, during the Term of the Agreement, shall require the Contractor to:
- a) notify the Authority of any changes to information provided under clause 19.4, and
 - b) Notify the Authority of the name, contact details and legal representatives of any new subcontractors which the main contractor subsequently involves in such works or services.

20 Offers of Employment

- 20.1 For the duration of the Agreement and for a period of 12 months thereafter neither of the Authority or the Contractor shall employ or offer employment to any of the other Party's staff who have been associated with the procurement and/or the contract management of the Services without that other Party's prior Approval.

Part 3 – Payment and Price

21 Price

21.1 In consideration of the performance of the Contractor's obligations under the Agreement by the Contractor, the Authority shall pay the Price in accordance with Clause 22.

21.2 The Authority shall pay the Contractor, on the production of a valid Tax invoice, in addition to the Price, a sum equal to the Tax chargeable on the value of the Services provided in accordance with the Agreement.

22 Payment and Tax

22.1 The Authority shall pay the undisputed sums due to the Contractor in cleared funds within 30 days of receipt and agreement of invoices, submitted monthly in arrears, for all Services completed to the reasonable satisfaction of the Authority.

22.2 Each invoice shall contain all appropriate references and a detailed breakdown of the Services and shall be supported by any other documentation reasonably required by the Contract Manager to substantiate the invoice.

22.3 Tax, where applicable, shall be shown separately on valid Tax invoices as a strictly net extra charge.

22.4 The price per unit /tonne will be reviewed on an annual basis and any variation will reflect changes in the price of fuel incurred by the Contractor.

22.5 The Authority may, in accordance with clause 45.1 (a), reduce payment in respect of any Services which the Contractor has either failed to provide or has provided inadequately, without prejudice to any other rights or remedies of the Authority.

22.6 The Contractor shall not suspend the supply of the Services unless the Contractor is entitled to terminate the Agreement under clause 52.3 for failure to pay undisputed charges.

23 Recovery of Sums Due

23.1 Not used.

23.2 Any overpayment by either Party, whether of the Price or of Tax, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.

23.3 Payments made by one Party to the other Party shall be made without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless a valid court order is in place which requires an amount equal to such deduction to be paid by one Party to the other Party.

24 Price adjustment on Extension

24.1 Not used.

24.2 In the event of a possible Extension, the Authority reserves the right to review any charges payable to the Contractor for the provision of services beyond the Term.

24.3 If the Authority approaches the Contractor in accordance with Clause 47 concerning an Extension, the Parties (both acting reasonably) must agree the Price to be payable to the Contractor for the provision of any services during the Extension, at least 1 month prior to the end of the Term.

25 Euro

25.1 Any legislative requirement to account for the services in euro, (or to prepare for such accounting) instead of and/or in addition to sterling, shall be implemented by the Contractor at nil charge to the Authority.

25.2 The Authority shall provide all reasonable assistance to facilitate compliance by the Contractor under clause 25.1.

26 Change of Law

26.1 The Contractor shall neither be relieved of its obligations to perform the Services in accordance with the terms of the Agreement nor be entitled to an increase in the Price and/or any charges payable by the Contractor as the result of:

(a) a General Change in Law; or

(b) a Specific Change in Law where the effect of that Specific Change in Law on the Services is known at the Commencement Date whether by publication of a Bill,

as part of a Government Departmental Consultation paper, a draft Statutory Instrument, a proposal in the Official Journal of the European Union or otherwise.

26.2 If a Specific Change in Law occurs or will occur during the Term (other than those referred to in clause 26.1) or during any extension agreed pursuant to clause 24, the Contractor shall notify the Authority of the likely effects of that change, including:

- (a) whether any change is required to the Services, the Price or the Agreement; and
- (b) whether any relief from compliance with the Contractor's obligations is required, including any obligation to achieve any milestones or to meet any service level requirements at any time.

26.3 As soon as practicable after any notification in accordance with clause 26.2 the Parties shall discuss and agree the matters referred to in that clause and any ways in which the Contractor can mitigate the effect of the Specific Change of Law, including:

- (a) providing evidence that the Contractor has minimised any increase in costs or maximised any reduction in costs, including in respect of the costs of its sub-contractors;
- (b) demonstrating that a foreseeable Specific Change in Law had been taken into account by the Contractor before it occurred;
- (c) giving evidence as to how the Specific Change in Law has affected the cost of providing the Services; and
- (d) demonstrating that any expenditure that has been avoided has been taken into account in amending the Price.

26.4 Any increase in the Price or relief from the Contractor's obligations agreed by the Parties pursuant to this clause 26 shall be implemented in accordance with clause 43.

Part 4 - Statutory Obligations, Codes of Practice and Regulations

27 Prevention of Corruption

27.1 The Contractor shall not offer or give, or agree to give, to any employee, agent, servant or representative of the Authority any gift or consideration of any kind as 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 any other contract with the Authority, or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement or any such contract. The attention of the Contractor is drawn to the criminal offences under the Bribery Act 2010.

27.2 The Contractor warrants that it has not paid commission or has agreed to pay any commission to any employee or representative of the Authority by the Contractor or on the Contractor's behalf.

27.3 Where the Contractor or Contractor's employees, servants, sub-contractors, suppliers or agents or anyone acting on the Contractor's behalf, engages in conduct prohibited by clauses 27.1 or 27.2 in relation to this or any other contract with the Authority, the Authority has the right to:

- (a) terminate the Agreement and recover from the Contractor the amount of any loss suffered by the Authority resulting from the termination, including the cost reasonably incurred by the Authority of making other arrangements for the provision of the Goods and any additional expenditure incurred by the Authority throughout the remainder of the Term; or
- (b) recover in full, from the Contractor any other loss sustained by the Authority in consequence of any breach of this clause, whether or not the Agreement has been terminated.

28 Discrimination

28.1 The Contractor shall not unlawfully discriminate either directly or indirectly on such grounds as race, colour, ethnic or national origin, disability, sex or sexual orientation, religion or belief, or age and without prejudice to the generality of the foregoing the Contractor shall not unlawfully discriminate within the meaning and scope of the Sex Discrimination Act 1975, the Equal Pay Acts 1970 and 1983, the Disability Discrimination Act 1995, the Employment Equality (Sexual Orientation) Regulations 2003, the Employment Equality (Religion or Belief) Regulations 2003, the Human

Rights Act 1998, the Equalities Act 2010 or other relevant legislation, or any statutory modification or re-enactment thereof.

- 28.2 The Contractor shall take all reasonable steps to secure the observance of clause 28.1 by all servants, employees or agents of the Contractor and all suppliers and sub-contractors employed in the execution of the Contract.

29 The Contracts (Rights of Third Parties) Act 1999

- 29.1 No person who is not a Party to the Agreement (including without limitation any employee, officer, agent, representative, or sub-contractor of either the Authority or the Contractor) shall have any right to enforce any term of the Agreement, which expressly or by implication, confers a benefit on him without the prior agreement in writing of both Parties, which agreement should specifically refer to the clause 29. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

30 Environmental Sustainability Requirements

- 30.1 The Contractor shall, when working on the Authority's Premises, perform the Agreement in accordance with the Authority's environmental sustainability requirements;

(a) Carbon Reduction Commitment (Zero carbon by 2030)

(b) Waste Reduction Strategy (25% waste reduction by 2030)

(c) Conserving valuable resources such as energy, water, fuel, wood, paper, etc and phasing out other substances damaging to health and the environment.

31 Health and Safety

- 31.1 The Contractor shall promptly notify the Authority of any health and safety hazards which may arise in connection with the performance of the Agreement. The Authority shall promptly notify the Contractor of any health and safety hazards which may exist or arise at the Authority's Premises and which may affect the Contractor in the performance of the Agreement.

- 31.2 While on the Authority's Premises, the Contractor shall comply with any health and safety measures implemented by the Authority in respect of the Contractor, any Contractor Related Party and other persons working on those Premises.
- 31.3 The Contractor shall notify the Authority immediately in the event of any incident occurring in the performance of the Agreement on the Authority's Premises where that incident causes any personal injury or damage to property which could give rise to personal injury.
- 31.4 The Contractor shall comply with the requirements of the Health and Safety at Work Act 1974 and any other Acts, orders, regulations and codes of practice relating to health and safety, which may apply to the Contractor and Contractor Related Party and other persons working on the Premises in the performance of the Agreement.
- 31.6 The Contractor shall ensure that its health and safety policy statement (as required by the Health and Safety at Work etc Act 1974) is made available to the Authority on request.

32 Disclosure and Barring Service

- 32.1 The Contractor shall procure that in respect of all potential staff or persons performing any of the Services (each a "Named Employee") before a Named Employee begins to attend any Authority premises to perform any of the Services:
- (a) each Named Employee is questioned as to whether he or she has any convictions; and
 - (b) the results are obtained of a check of the most extensive available kind made with the Disclosure and Barring Service in accordance with Part V of the Police Act 1997 in respect of each Named Employee. The check for each Named Employee shall include:
 - (i) a search of the list held pursuant to the Protection of Children Act 1999 where the performance of the Services may involve contact with children; and/or
 - (ii) a search of the list held pursuant to Part VII of the Care Standards Act 2000 where the performance of the Services may involve contact with vulnerable adults (as defined in the Care Standards Act).

(c) a copy of the results of such check are notified to the Authority.

32.2 The Contractor shall procure that no person who discloses any convictions, or who is found to have any convictions following the results of a Criminal Records Bureau check, is employed or engaged by the Contractor or on the Contractor's behalf without the Authority's prior written consent (such consent not to be unreasonably withheld or delayed).

32.3 The Contractor shall procure that the Authority is notified of any member of Staff who, subsequent to his/her commencement of employment as a member of Staff, receives a conviction or whose previous convictions become known to the Contractor (or any employee of a sub-contractor involved in the provision of the Services). The Parties agree that where such notification is made it shall be reasonable for the Authority to withhold access to any premises occupied for the purposes of the Services from the member of Staff concerned, pursuant to clause 15.1.

Part 5 - Protection of Information

DATA PROTECTION

The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Contractor is the Processor unless otherwise specified in Schedule A. The only processing that the Processor is authorised to do is listed in Schedule A by the Controller and may not be determined by the Processor.

The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.

The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, include:

- a systematic description of the envisaged processing operations and the purpose of the processing;
- an assessment of the necessity and proportionality of the processing operations in relation to the Services;
- an assessment of the risks to the rights and freedoms of Data Subjects; and
- the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:

process that Personal Data only in accordance with Schedule A, unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before processing the Personal Data unless prohibited by Law;

ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures), having taken account of the:

nature of the data to be protected;

harm that might result from a Data Loss Event;

state of technological development; and

cost of implementing any measures;

Ensure that :

(a) the Processor Personnel do not process Personal Data except in accordance with this Agreement (and in particular Schedule A);

it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:

are aware of and comply with the Processor's duties under this clause;

are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;

are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Controller or as otherwise permitted by this Agreement; and

have undergone adequate training in the use, care, protection and handling of Personal Data; and

not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:

the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;

the Data Subject has enforceable rights and effective legal remedies;

the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and

the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;

at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Agreement unless the Processor is required by Law to retain the Personal Data.

Subject to clause 13.6, the Processor shall notify the Controller immediately if it:

receives a Data Subject Request (or purported Data Subject Request);

receives a request to rectify, block or erase any Personal Data;

receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;

receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or

becomes aware of a Data Loss Event.

The Processor's obligation to notify under clause 13.5 shall include the provision of further information to the Controller in phases, as details become available.

Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 13.5 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:

the Controller with full details and copies of the complaint, communication or request;

such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;

the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;

assistance as requested by the Controller following any Data Loss Event;

assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.

The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Processor employs fewer than 250 staff, unless:

the Controller determines that the processing is not occasional;

the Controller determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or

the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.

Each Party shall designate its own data protection officer if required by the Data Protection Legislation.

Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Processor must:

notify the Controller in writing of the intended Sub-processor and processing;

obtain the written consent of the Controller;

enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause 13 such that they apply to the Sub-processor; and

provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.

The Processor shall remain fully liable for all acts or omissions of any of its Sub-processors.

The Controller may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).

The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Controller may on not less than 30 Working Days' notice to the Processor amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Where the Parties include two or more Joint Controllers as identified in Schedule A in accordance with GDPR Article 26, those Parties shall enter into a Joint Controller Agreement based on the terms outlined in Schedule B in replacement of Clauses 13.1-13.14 for the Personal Data under Joint Control Liability.

34 Confidentiality

34.1 Each Party:

- (a) shall treat all Confidential Information belonging to the other Party as confidential and safeguard it accordingly; and
- (b) shall not disclose any Confidential Information belonging to the other Party to any other person without the prior written consent of the other Party, except to such persons and to such extent as may be necessary for the performance of the Agreement or except where disclosure is otherwise expressly permitted by the provisions of the Agreement.

34.2 The Contractor shall take all necessary precautions to ensure that all Confidential Information obtained from the Authority under or in connection with the Agreement:

- (a) is given only to such of the Staff and professional advisors or consultants engaged to advise it in connection with the Agreement as is strictly necessary for the performance of the Agreement and only to the extent necessary for the performance of the Agreement;
- (b) is treated as confidential and not disclosed (without prior Approval) or used by any Staff or such professional advisors or consultants otherwise than for the purposes of the Agreement.

34.3 The Contractor shall ensure that Staff or its professional advisors or consultants are aware of the Contractor's confidentiality obligations under the Agreement.

34.4 The Contractor shall not use any Confidential Information it receives from the Authority otherwise than for the purposes of the Agreement.

34.5 The provisions of clauses 34.1 to 34.4 shall not apply to any Confidential Information received by one Party from the other:

- (a) which is or becomes public knowledge (otherwise than by breach of this clause);
- (b) which was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;

- (c) which is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
- (d) is independently developed without access to the Confidential Information; or
- (e) which must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA or the Environmental Information Regulations pursuant to clause 35.

34.6 Nothing in this clause shall prevent the Authority:

- (a) disclosing any Confidential Information for the purpose of:
 - (i) the examination and certification of the Authority's accounts; or
 - (ii) any examination pursuant to Sections 44 and 46 of the Audit Commission Act 1998 of the economy, efficiency and effectiveness with which the Authority has used its resources; or
- (b) disclosing any Confidential Information obtained from the Contractor:
 - (i) to any government department or any other Contracting Authority. All government departments or Contracting Authorities receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other government departments or other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any government department or any Contracting Authority; or
 - (ii) to any person engaged in providing any services to the Authority for any purpose relating to or ancillary to the Agreement;

provided that in disclosing information under sub-paragraph (b) the Authority discloses only the information which is necessary for the purpose concerned and requires that the information is treated in confidence and that a confidentiality undertaking is given where appropriate.

- 34.7 Nothing in this clause shall prevent either Party from using any techniques, ideas or know-how gained during the performance of the Agreement in the course of its normal business, to the extent that this does not result in a disclosure of Confidential Information or an infringement of Intellectual Property Rights.
- 34.8 The Authority and the Contractor acknowledge that any Confidential Information originating from:
- 34.8.1 the Authority, its employees, servants or agents is the property of the Authority; and
 - 34.8.2 the Contractor, its servants, agents or the [contractor] Personnel is the property of the Contractor.
- 34.9 The parties acknowledge that the Authority is obliged to disclose the provisions of this Contract in accordance with the Office of Government Commerce's Guidance Note of September 2010, except to the extent that any information contained within it is exempt from disclosure in accordance with FOIA. In determining whether any information is exempt the Authority shall consult with the Contractor and shall take its reasonable concerns into consideration, provided that the Authority shall have the final decision in its absolute discretion. The Contractor shall co-operate and assist the Authority to publish this Contract in accordance with the Authority's obligation.
- 35 Freedom of Information**
- 35.1 The Contractor acknowledges that the Authority is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Authority (at the Contractor's expense) to enable the Authority to comply with these Information disclosure requirements.
- 35.2 The Contractor shall and shall procure that its sub-contractors shall:
- (a) transfer the Request for Information to the Authority as soon as practicable after receipt and in any event within [seven] Working Days of receiving a Request for Information;

- (b) provide the Authority with a copy of all Information in its possession or power in the form that the Authority requires within [seven] Working Days (or such other period as the Authority may specify) of the Authority requesting that Information; and
- (c) provide all necessary assistance as reasonably requested by the Authority to enable the Authority to respond to a Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.

35.3 The Authority shall be responsible for determining at its absolute discretion whether the Commercially Sensitive Information and/or any other Information:

- (a) is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations; and
- (b) is to be disclosed in response to a Request for Information, and in no event shall the Contractor respond directly to a Request for Information unless expressly authorised to do so by the Authority.

35.4 The Contractor acknowledges that the Authority may, acting in accordance with the Secretary of State for Constitutional Affairs' Code of Practice on the discharge of public authorities' functions under Part 1 of FOIA (issued under section 45 of the FOIA, November 2004), be obliged under the FOIA or the Environmental Information Regulations to disclose Information:

- (a) without consulting with the Contractor, or
- (b) following consultation with the Contractor and having taken its views into account.

35.5 The Contractor shall ensure that all Information produced in the course of the Agreement or relating to the Agreement is retained for disclosure and shall permit the Authority to inspect such records as requested from time to time.

35.6 The Contractor acknowledges that any lists or Schedules provided by it outlining Confidential Information are of indicative value only and that the Authority may

nevertheless be obliged to disclose Confidential Information in accordance with clause 35.4.

36 Security of Confidential Information

- 36.1 In order to ensure that no unauthorised person gains access to any Confidential Information or any data obtained in the performance of the Agreement, the Contractor undertakes to maintain security systems approved by the Authority.
- 36.2 The Contractor will as soon as reasonably practicable notify the Authority of any breach of security in relation to Confidential Information and all data obtained in the performance of the Agreement and will keep a record of such breaches. The Contractor will use all reasonable endeavours to recover such Confidential Information or data however it may be recorded. This obligation is in addition to the Contractor's obligations under Clause 34. The Contractor will co-operate with the Authority in any investigation that the Authority considers necessary to undertake as a result of any breach of security in relation to Confidential Information or data.

37 Publicity and Media

- 37.1 Without prejudice to the Authority's obligations under the FOIA, neither Party shall make any press announcements or publicise the Agreement or any part thereof in any way, except with the written consent of the other Party (such consent not to be unreasonably withheld or delayed).
- 37.2 Both Parties shall take all reasonable steps to ensure the observance of the provisions of clause 37.1 by all their servants, employees, agents, professional advisors and consultants. The Contractor shall take all reasonable steps to ensure the observance of the provisions of clause 37.1 by its sub-contractors.

38 Security

- 38.1 The Authority shall be responsible for maintaining the security of the Premises in accordance with its standard security requirements. The Contractor shall comply with all reasonable security requirements of the Authority notified to it prior to the Commencement Date while on the Premises, and shall procure that any Contractor Related Party shall likewise comply with such requirements.

39 Intellectual Property Rights

- 39.1 All Intellectual Property Rights in any specifications, instructions, plans, data, drawings, databases, patents, patterns, models, designs or other material:
- (a) furnished to or made available to the Contractor by the Authority shall remain the property of the Authority;
 - (b) prepared by or for the Contractor for use, or intended use, in relation to the performance of the Agreement shall belong to the Authority and the Contractor shall not, and shall procure that any Contractor Related Party shall not, (except when necessary for the implementation of the Agreement) without prior Approval, use or disclose any such Intellectual Property Rights, or any other information (whether or not relevant to the Agreement) which the Contractor may obtain in performing the Agreement except information which is in the public domain.
- 39.2 The Contractor shall obtain Approval before using any material, in relation to the performance of the Agreement which is or may be subject to any third party Intellectual Property Rights. The Contractor shall procure that the owner of the rights grants to the Authority a non-exclusive licence, or if itself a licensee of those rights, shall grant to the Authority an authorised sub-licence, to use, reproduce, and maintain the material. Such licence or sub-licence shall be non-exclusive, perpetual and irrevocable, shall include the right to sub-license, transfer, novate or assign to other Contracting Authorities, the Replacement Contractor or to any other third party providing services to the Authority, and shall be granted at no cost to the Authority.
- 39.3 It is a condition of the Agreement that the Services will not infringe any Intellectual Property Rights of any third party and the Contractor shall during and after the Term on written demand indemnify and keep indemnified the Authority against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Authority may suffer or incur as a result of or in connection with any breach of this clause, except where any such claim relates to:
- (a) designs furnished by the Authority;
 - (b) the use of data supplied by the Authority which is not required to be verified by the Contractor under any provision of the Agreement.

39.4 The Authority shall notify the Contractor in writing of any claim or demand brought against the Authority for infringement or alleged infringement of any Intellectual Property Rights in materials supplied or licensed by the Contractor. The Contractor shall at its own expense conduct all negotiations and any litigation arising in connection with any claim for breach of Intellectual Property Rights in materials supplied or licensed by the Contractor, provided always that the Contractor:

(a) shall consult the Authority on all substantive issues which arise during the conduct of such litigation and negotiations;

(b) shall take due and proper account of the interests of the Authority; and

(c) shall not settle or compromise any claim without the Authority's prior written consent (not to be unreasonably withheld or delayed).

39.5 The Authority shall at the request of the Contractor afford to the Contractor all reasonable assistance for the purpose of contesting any claim or demand made or action brought against the Authority or the Contractor for infringement or alleged infringement of any Intellectual Property Rights in connection with the performance of the Agreement and shall be repaid all costs and expenses (including, but not limited to, legal costs and disbursements) incurred in doing so. Such costs and expenses shall not be repaid where they are incurred in relation to a claim, demand or action which relates to the matters in clause 39.3(a) and (b),

39.6 The Authority shall not make any admissions which may be prejudicial to the defence or settlement of any claim, demand or action for infringement or alleged infringement of any Intellectual Property Rights by the Authority or the Contractor in connection with the performance of the Agreement.

39.7 If a claim, demand or action for infringement or alleged infringement of any Intellectual Property Rights is made in connection with the Agreement or in the reasonable opinion of the Contractor is likely to be made, the Contractor may at its own expense and subject to the consent of the Authority (not to be unreasonably withheld or delayed) either:

(a) modify any or all of the Services without reducing the performance or functionality of the same, or substitute alternative Services of equivalent performance and functionality, so as to avoid the infringement or the alleged infringement, provided that the terms herein shall apply with any necessary changes to such modified Services or to the substitute Services; or

(b) procure a licence to use and provide the Services, which are the subject of the alleged infringement, on terms which are acceptable to the Authority.

39.8 At the termination of the Agreement the Contractor shall at the request of the Authority immediately return to the Authority all materials, work or records held, including any back-up media.

39.9 The provisions of this clause shall apply during the continuance of the Agreement and indefinitely after its expiry or termination.

40 Audit and the Audit Commission

40.1 The Contractor shall keep and maintain until six years after the Agreement has been completed, or as long a period as may be agreed between the Parties, full and accurate records of the Agreement including the Services provided under it, all expenditure reimbursed by the Authority, and all payments made by the Authority. The Contractor shall on request afford the Authority or the Authority's representatives or the Audit Commission such access to those records as may be required by the Authority or the Audit Commission in connection with the Agreement.

Part 6 – Control of the Contract

41 Assignment and Sub-Contracting

41.1 The Contractor shall not assign, sub-contract or in any other way dispose of the Agreement or any part of it without prior notification to the Authority. Sub-contracting any part of the Agreement shall not relieve the Contractor of any obligation or duty attributable to the Contractor under the Agreement.

41.2 The Contractor shall be responsible for the acts and omissions of its Sub-Contractors as though they are its own.

41.3 Where the Authority has consented to the placing of sub-contracts, copies of each sub-contract shall, at the request of the Authority, be sent by the Contractor to the Authority within 2 Working Days of such request.

41.4 The Contractor shall notify and update the Authority with the names and key contact details of its Sub-Contractors and shall provide the Authority with any further information that it requires to ensure that acts in accordance with any legal obligations it has.

42 Waiver

42.1 The failure of either Party to insist upon strict performance of any provision of the Agreement or the failure of either Party to exercise any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by the Agreement.

42.2 No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with the provisions of Clause 7.

42.3 A waiver of any right or remedy arising from a breach of the Agreement shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Agreement.

43 Variation of the Services

43.1 The Authority reserves the right on giving reasonable written notice from time to time to propose changes to the Services (whether by way of the removal of Services, the addition of new Services, or increasing or decreasing the Services or specifying the order in which the Services are to be performed or the locations where the Services are to be provided) for any reasons whatsoever. Such a change is hereinafter called "a Variation".

43.2 Any proposed Variation shall be communicated in writing by the Contract Manager to the Contractor's Representative in accordance with the notice provisions of Clause 7.

43.3 Following receipt of a proposed Variation the Contractor shall within five days respond to the proposed Variation and shall either accept the proposed Variation in

its entirety, accept the proposed Variation with modifications, or reject the proposed Variation (subject to clause 43.4 below) and such response shall be communicated to the Contract Manager in accordance with the notice provisions of Clause 7.

- 43.4 The Contractor shall only be entitled to reject a proposed Variation if the proposed Variation:

43.4.1 will put the Contractor in breach of the Agreement;

43.4.2 is unlawful; or

43.4.2 will put at risk the health and safety of the Staff or any Contractor Related Party.

- 43.5 Following receipt of the Contractor's response, if the Authority either accepts the Variation with modifications or rejects the proposed Variation, it may either may either resubmit the proposed Variation (with changes to reflect the proposed modifications) or withdraw it. Where the proposed Variation is resubmitted with the proposed modifications then the provisions of clauses 43.3 and 43.4 shall apply to the revised proposed Variation.

- 43.6 Once a proposed Variation has been agreed by both Parties it shall be in the form of an addendum to the Agreement.

- 43.7 Where a Variation has been agreed the Price may also be varied. Such Variation in the Price shall be calculated by the Contractor and submitted to the Authority within five days of the Variation being agreed. The value of the Variation shall be such amount as properly and fairly reflects the nature and extent of the Variation in all the circumstances with reference to the Pricing Schedule and prevailing market conditions at the time the Variation is agreed.

- 43.8 Any disputes which may arise in relation to the provisions of this clause 43 shall be referred to the procedure set out in clause 59.

44 Severability

- 44.1 If any provision of the Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of the Agreement shall continue in full force and

effect as if the Agreement had been executed with the invalid, illegal or unenforceable provision eliminated.

45 Remedies in the Event of Inadequate Performance

45.1 In the event that the Authority is of the reasonable opinion that there has been a material breach of the Agreement by the Contractor, or the Contractor's performance of its obligations under the Agreement have failed to meet the requirement set out in the Specification Schedule (collectively "Inadequate Performance"), then the Authority may, notify the Contractor of the Inadequate Performance and if the Contractor fails to remedy the Inadequate Performance with 14 Working Days of receipt of the notice the Authority may without prejudice to its rights under clause 52 of the Agreement, do any of the following:

- (a) make such deduction from the Price to be paid to the Contractor as the Authority shall reasonably determine to reflect sums paid or sums which would otherwise be payable in respect of such of the Services as the Contractor shall have failed to provide or performed inadequately;
- (b) without terminating the Agreement, notify the itself provide or procure the provision of part of the Services until such time as the Contractor shall have demonstrated to the reasonable satisfaction of the Authority that the Contractor will be able to perform such part of the Services in accordance with the Agreement;
- (c) without terminating the whole of the Agreement, terminate the Agreement in respect of part of the Services only (whereupon a corresponding reduction in the Price shall be made) and thereafter itself provide or procure a third party to provide such part of the relevant Services; and/or
- (d) terminate, in accordance with clause 52, the whole of the Agreement.

45.2 The Authority may charge to the Contractor any cost reasonably incurred by the Authority and any reasonable administration costs in respect of the provision of such part of the relevant Services by the Authority or by a third party to the extent that such costs exceed the Price which would otherwise have been payable to the Contractor for such part of the relevant Services and provided that the Authority uses

its reasonable endeavours to mitigate any additional expenditure in obtaining replacement Services.

45.3 If the Contractor fails to perform any of the Services to the reasonable satisfaction of the Authority and such failure is capable of remedy, then the Authority shall instruct the Contractor to remedy the failure and the Contractor shall at its own cost and expense remedy such failure (and any damage resulting from such failure) within 10 Working Days or such other period of time as the Authority may direct.

45.4 In the event that:

(a) the Contractor fails to comply with clause 45.3. above and the failure, is materially adverse to the interests of the Authority or prevent the Authority from discharging a statutory duty; or

(b) the Contractor persistently fails to comply with clause 45.3 above,

the Authority reserves the right to terminate the Agreement by notice in writing with immediate effect.

46 Remedies Cumulative

46.1 Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

47 Possible Extension of Term

- 47.1 The Council may seek to extend the term of the contract by 12 months by giving no less than 6 months' notice of the scheduled completion date (as identified in clause 2.1 above), by mutual agreement of both parties.

Part 7 - Liabilities

48 Indemnity and Insurance

- 48.1 Neither Party excludes or limits liability to the other Party for death or personal injury caused by its negligence or for any breach of any obligations implied by Section 2 of the Supply of Goods and Services Act 1982.
- 48.2 The Contractor shall indemnify and keep indemnified the Authority fully against all claims, proceedings, actions, damages, legal costs, expenses and any other liabilities whatsoever arising out of, in respect of or in connection with the Agreement including in respect of any death or personal injury, loss of or damage to property, financial loss arising from any advice given or omitted to be given by the Contractor, or any other loss which is caused directly or indirectly by any act or omission of the Contractor. This clause shall not apply to the extent that the Contractor is able to demonstrate that such death or personal injury, or loss or damage was not caused or contributed to by its negligence or default, or the negligence or default of its Staff or sub-contractors, or by any circumstances within its or their control.
- 48.3 Subject always to clause 48.1, the liability of either Party for Defaults shall be subject to the financial limits set out in this clause 48.3.
- (a) The aggregate liability of either Party for all Defaults resulting in direct loss of or damage to the property of the other under or in connection with the Agreement shall in no event exceed ten million pounds (£10m).
- (b) The annual aggregate liability under the Agreement of either Party for all Defaults (other than a Default governed by clause 39.3 or clause 48.3(a)) shall in no event exceed five million pounds (£5m).
- 48.4 Subject always to clause 48.1, in no event shall either Party be liable to the other for:
- (a) loss of profits, business, revenue or goodwill;

- (b) loss of savings (whether anticipated or otherwise); and/ or
 - (c) indirect or consequential loss or damage unless such loss or damage was in contemplation of the Parties at the time the Agreement was entered into.
- 48.5 The Contractor shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Contractor, arising out of the Contractor's performance of the Agreement, including death or personal injury, loss of or damage to property or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Contractor.
- 48.6 The Contractor shall hold employer's liability insurance in respect of Staff in accordance with any legal requirement for the time being in force.
- 48.7 The Contractor shall produce to the Contract Manager, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.
- 48.8 If, for whatever reason, the Contractor fails to give effect to and maintain the insurances required by the Agreement the Authority may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Contractor.
- 48.9 The terms of any insurance or the amount of cover shall not relieve the Contractor of any liabilities under the Agreement. It shall be the responsibility of the Contractor to determine the amount of insurance cover that will be adequate to enable the Contractor to satisfy any liability referred to in clause 48.2.
- 48.10 Subject to the provisions of this Contract, the Contractor shall be responsible to the Authority for the acts and omissions of the Contractor Related Parties as if they were the acts and omissions of the Contractor. The Contractor shall, as between itself and the Authority, be responsible for the selection of and pricing by all Contractor Related Parties. Neither the giving of any approval, consent, examination, acknowledgement, knowledge of the terms of any agreement or document nor the review of any document or course of action by or on behalf of the Authority, nor the failure of the

same shall, unless expressly stated in this Contract, relieve the Contractor of any of its obligations under this Contract or of any duty which it may have hereunder to ensure the correctness, accuracy or suitability of the matter or thing which is the subject of the approval, consent, examination, acknowledgement or knowledge.

48.11 The Authority must have at least £5 million public liability insurance in place and other Site specific insurance to cover the Contract's Related Parties whilst on the Authority's Premises.

49 Not Used

49.1 Not Used

50 Warranties and Representations

50.1 The Contractor warrants and represents that:

- (a) the Contractor has the full capacity and authority and all necessary consents (including, but not limited to, where its procedures so require, the consent of its parent company) to enter into and perform the Agreement and that the Agreement is executed by a duly authorised representative of the Contractor;
- (b) the Contractor is not in default in the payment of any due and payable taxes or in the filing, registration or recording of any document or under any legal or statutory obligation or requirement which default might have a material adverse effect on its business, assets or financial condition or its ability to observe or perform its obligations under the Agreement.

Part 8 – Default, Disruption and Termination

51 Termination on change of control and insolvency

51.1 The Authority may terminate the Agreement by notice in writing with immediate effect where:

- (a) the Contractor undergoes a change of control, within the meaning of section 416 of the Income and Corporation Taxes Act 1988, which impacts adversely and materially on the performance of the Agreement; or

- (b) the Contractor is an individual or a firm and a petition is presented for the Contractor's bankruptcy, or a criminal bankruptcy order is made against the Contractor or any partner in the firm, or the Contractor or any partner in the firm makes any composition or arrangement with or for the benefit of creditors, or makes any conveyance or assignment for the benefit of creditors, or if an administrator is appointed to manage the Contractor's or firm's affairs; or
- (c) the Contractor is a company, if the company passes a resolution for winding up or dissolution (otherwise than for the purposes of and followed by an amalgamation or reconstruction) or an application is made for, or any meeting of its directors or members resolves to make an application for an administration order in relation to it or any party gives or files notice of intention to appoint an administrator of it or such an administrator is appointed, or the court makes a winding-up order, or the company makes a composition or arrangement with its creditors, or an administrative receiver, receiver, manager or supervisor is appointed by a creditor or by the court, or possession is taken of any of its property under the terms of a fixed or floating charge; or
- (d) where the Contractor is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or
- (e) any similar event occurs under the law of any other jurisdiction.

51.2 The Contractor shall notify the Contract Manager immediately when any change of control occurs. The Authority may only exercise its right under clause 51.1(a) within six months of:

- (a) being notified that a change of control has occurred; or
- (b) where no notification has been made the date that the Authority becomes aware of the change of control;

but shall not be permitted to do so where an Approval was granted prior to the change of control of the Contractor.

52 Termination on Default

52.1 The Authority may terminate the Agreement, or terminate the provision of any part of the Agreement by written notice to the Contractor or the Contractor's Representative with immediate effect if the Contractor commits a Default and if:

- (a) the Contractor has not remedied the Default to the satisfaction of the Authority within 25 Working Days, or such other period as may be specified by the Authority, after issue of a written notice specifying the Default and requesting it to be remedied; or
- (b) the Default is not, in the opinion of the Authority, capable of remedy;
- (c) the Agreement has been subject to substantial modification which would have required a new procurement procedure in accordance with section 72(9) Public Contracts Regulations 2015
- (d) the Contractor has, at the time of contract award, been in one of the situations referred to in section 57(1) Public Contract Regulations 2015, including as a result of the application of regulation 57(2), and should therefore have been excluded from the procurement procedure; or
- (f) the contract should not have been awarded to the contractor in view of a serious infringement of the obligations under the Treaties and the Public Contracts Directive that has been declared by the Court of Justice of the European Union in a procedure under Article 258 of TFEU.

52.2 In the event that through any Default of the Contractor, data transmitted or processed in connection with the Agreement is either lost or sufficiently degraded as to be unusable, the Contractor shall be liable for the reasonable cost of reconstitution of that data and shall provide a full credit in respect of any charge levied for its transmission and shall reimburse the Authority for any reasonable costs charged in connection with such Default of the Contractor.

52.3 The Contractor may terminate the Agreement if the Authority is in material breach of its obligations to pay undisputed charges by giving the Authority 60 Working Days' notice specifying the breach and requiring its remedy. The Contractor's right

of termination under this clause 52.3 shall not apply to non-payment of the charges or Price where such non-payment is due to the Authority exercising its rights under clause 45.1(a).

53 Break

- 53.1 The Authority shall have the right to terminate the Agreement, or to terminate the provision of any part of the Agreement at any time by giving one Months' written notice to the Contractor.

54 Consequences of Termination

- 54.1 Where the Authority terminates the Agreement under clause 52, or terminates the provision of any part of the Agreement under that clause 52, and then makes other arrangements for the provision of Services, the Authority shall be entitled to recover from the Contractor the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Authority throughout the remainder of the Term or any Extension. The Authority shall take all reasonable steps to mitigate such additional expenditure. Where the Agreement is terminated under clause 52, no further payments shall be payable by the Authority to the Contractor until the Authority has established the final cost of making those other arrangements.

55 Disruption

- 55.1 The Contractor shall take reasonable care to ensure that in the execution of the Agreement it does not disrupt the operations of the Authority, its employees or any other contractor employed by the Authority.
- 55.2 The Contractor shall as soon as reasonably practicable inform the Authority of any actual or potential industrial action, whether such action be by their own employees or others, which affects or might affect its ability at any time to perform its obligations under the Agreement.
- 55.3 In the event of industrial action by the Staff or the Contractor's suppliers the Contractor shall seek the Authority's Approval to its proposals for the continuance of the performance of the Services in accordance with its obligations under the Agreement.

55.4 If the Contractor's proposals referred to in clause 55.3 are considered insufficient or unacceptable by the Authority acting reasonably, then the Agreement may be terminated by the Authority by notice in writing with immediate effect.

56 Recovery upon Termination

56.1 Save as otherwise expressly provided in this Agreement and notwithstanding the provisions of;

(a) termination of this Agreement shall be without prejudice to any rights, remedies or obligations accrued under this Agreement prior to termination or expiration and nothing in the Agreement shall prejudice the right of either Party to recover any amount outstanding at such termination or expiry; and

(b) termination of this Agreement shall not affect the continuing rights and obligations of the Contractor and the Authority under clause 13 (Standard of Work), 23 (Recovery of Sums Due), 27 (Prevention of Corruption), 33 (Data Protection Act), 34 (Confidentiality), 37 (Publicity and Media), 38 (Security), 39 (Intellectual Property Rights), 40 (Audit), 46 (Remedies Cumulative), 48 (Indemnity and Insurance), 49 (Professional Indemnity), 50 (Warranties and Representations), 52 (Termination on Default), 54 (Consequences of Termination), 56 (Recovery on Termination) and 58 (Governing Law).

56.2 At the end of the Term (and howsoever arising) the Contractor shall forthwith deliver to the Authority upon request all the Authority's Property (including but not limited to materials, documents, information, access keys) relating to the Agreement in its possession or under its control or in the possession or under the control of any Contractor Related Party and in default of compliance with this clause the Authority may recover possession thereof and the Contractor grants licence to the Authority or its appointed agents to enter (for the purposes of such recovery) any premises of the Contractor or its permitted suppliers or sub-contractors where any such items may be held.

56.3 At the end of the Term (howsoever arising) and/ or after the Term the Contractor shall provide reasonable assistance to the Authority and any new contractor appointed by the Authority to continue or take over the performance of the

Agreement in order to ensure an effective handover of all work then in progress. Where the end of Term arises due to the Contractor's Default, the Contractor shall provide such assistance free of charge. Otherwise the Authority shall pay the Contractor's reasonable costs of providing the assistance, and the Contractor shall take all reasonable steps to mitigate such costs.

57 Force Majeure and Pandemic Events

- 57.1 Neither Party shall be liable to the other Party for any delay in or failure to perform its obligations under the Agreement (other than a payment of money) if such delay or failure results from an event of Force Majeure or a Pandemic Event. Notwithstanding the foregoing, each Party shall use all reasonable endeavours to continue to perform its obligations hereunder for the duration of such event of Force Majeure or Pandemic Event. However, if any such event prevents either Party from performing all of its obligations under the Agreement for a period in excess of 6 Months, either Party may terminate the Agreement by notice in writing with immediate effect.
- 57.2 Any failure or delay by the Contractor in performing its obligations under the Agreement which results from any failure or delay by an a Contractor Related Party shall be regarded as due to an event of Force Majeure or a Pandemic Event only if that Contractor Related Party is itself impeded by an event of Force Majeure or Pandemic Event from complying with an obligation to the Contractor.
- 57.3 Clause 57 does not affect the Authority's rights under clause 56.
- 57.4 If either of the Parties becomes aware of circumstances of an event of Force Majeure or Pandemic Event which give rise to or which are likely to give rise to any such failure or delay on its part as described in clause 57.2 it shall forthwith notify the other by the most expeditious method then available and shall inform the other of the period which it is estimated that such failure or delay shall continue.
- 57.6 For the avoidance of doubt it is hereby expressly declared that the only events which shall afford relief from liability for failure or delay of performance of the Agreement shall be any event qualifying for Force Majeure or a Pandemic Event as defined in the Agreement.

Part 9 – Dispute and Law

58 Governing Law

- 58.1 The Agreement shall be governed by and interpreted in accordance with English law and the Parties submit to the exclusive jurisdiction of the courts of England.

59 Dispute Resolution

- 59.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement within 20 Working Days of either Party notifying the other of the dispute such efforts shall involve the escalation of the dispute to the finance director(or equivalent) of each Party.
- 59.2 Nothing in this dispute resolution procedure shall prevent the Parties from seeking from any court of the competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.
- 59.3 If the dispute cannot be resolved by the Parties pursuant to clause 59.1 the dispute shall be referred to mediation pursuant to the procedure set out in clause 59.5 unless (a) the either party considers that the dispute is not suitable for resolution by mediation; or (b) the Contractor does not agree to mediation.
- 59.4 The performance of the Agreement shall not be suspended, cease or be delayed by the reference of a dispute to mediation and the Contractor (or employee, agent, supplier or sub-contractor) shall comply fully with the requirements of the Agreement at all times.
- 59.5 The procedure for mediation and consequential provisions relating to mediation are as follows:
- (a) a neutral adviser or mediator ("the Mediator") shall be chosen by agreement between the Parties or, if they are unable to agree upon a Mediator within 10 Working Days after a request by one Party to the other or if the Mediator agreed upon is unable or unwilling to act, either Party shall within 10 Working Days from the date of the proposal to appoint a Mediator or within 10 Working Days of notice to either Party that he is unable or unwilling to act, apply to the Centre for Effective Dispute Resolution to appoint a Mediator.

- (b) The Parties shall within 10 Working Days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. If considered appropriate, the Parties may at any stage seek assistance from the Centre for Effective Dispute Resolution to provide guidance on a suitable procedure.
- (c) Unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings.
- (d) If the Parties reach agreement on the resolution of the dispute, the agreement shall be reduced to writing and shall be binding on the Parties once it is signed by their duly authorised representatives.
- (e) Failing agreement, either of the Parties may invite the Mediator to provide a non-binding but informative opinion in writing. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Agreement without the prior written consent of both Parties.
- (f) If the Parties fail to reach agreement in the structured negotiations within 60 Working Days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to the Courts.

60. Safeguarding The Contractor shall develop and maintain awareness and understanding of safeguarding issues with vulnerable adults, children and young people.



61 Whistleblowing

61.1 The Contractor shall:

- 61.1.1 have in place a process whereby its Staff may report in confidence any alleged malpractice on the part of the Contractor as regards any part of the provision of the Services;
- 61.1.2 not take any action against any member of Staff pursuant to its contractual rights in respect of that member of Staff where such

member of Staff has in accordance with the process provided pursuant to clause 611.1 and in good faith reported alleged malpractice on the part of the Contractor

IN WITNESS whereof the Agreement has been signed and delivered as a deed on the date and year stated at the beginning of this deed.

<p>THE COMMON SEAL of THE COUNCIL OF THE ISLES OF SCILLY was affixed in the presence of:</p> 	<p>)))</p> <div data-bbox="694 571 933 716"></div> <p>[Authorised] Signatory</p> <p>Russell Ashman Chief Executive Sis Officer</p>
--	---

Signature of company director:



STUART REID

Director/Company Secretary

Witnessed by:

S. Matthews
Executive Assistant
Isles of Scilly Steamship Co
Quay Street
Penzance.

SPECIFICATION SCHEDULE

INTER-ISLAND HAULAGE & ONWARD CONVEYANCE OF WASTE AND RECYCLING TO ST MARYS WASTE TRANSFER SITE & OTHER SERVICES

SPECIFICATION FOR SERVICES



Council of the
ISLES OF SCILLY

March 2025



1. List of Drawings and Reference Materials

- a) Isles of Scilly Waste Reduction Strategy
2. Specification of works
3. Variations from specification (Variant bids)

2. 1. List of Drawings and Reference Materials

Isles of Scilly Waste Reduction Strategy

3. 2. Specification

The Council of the Isles of Scilly requires a joined up and holistic service from a contractor, or group of contractors, to deliver the inter-island haulage of waste and recycling from the off-island quays of St Agnes, Bryher, Tresco and St Martin's for delivery to St Mary's Quay and onward conveyance to the Porthmellon Waste Transfer Station.

In addition to the movement of waste from the off-island quays to St Mary's Quay and Waste Transfer Station, the Council requires services to transport kit and equipment from St Mary's Waste Transfer Station to the off-island quays, from time to time. Items include, but are not limited to sacks, skips and any other materials as required to deliver waste management services on the off islands.

Location

The Council of the Isles of Scilly is unique in terms of its geographical location, its constitution, history and community and the broad range of services that it delivers.

Situated 28 nautical miles south west of Lands-End, Cornwall, the Isles of Scilly consists of 5 inhabited islands, with an approximate total population of 2,203 (2011 census). The majority of residents live on St Mary's, the biggest of the islands, with resident populations on 4 of the off-islands of St Agnes, Bryher, Tresco and St Martin's. The population remains stable but is aging

rapidly as the young leave for the mainland in pursuit of further education, jobs and homes and the elderly retire to the islands. Issues of access and social exclusion are acutely felt here. The economy of the islands is dominated by tourism and agriculture which leads to seasonal fluctuations in both population and waste and recycling production.

The exceptional quality of the islands environment reflects its designation as an Area of Outstanding Natural Beauty (AONB), Conservation Area and Heritage Coast. The Conservation Area and the AONB boundaries are coincidental and cover the entire archipelago. Additional general information about The Council of the Isles of Scilly can be found on the Council's website www.scilly.gov.uk

Context

The Government's 25 Year Environment Plan pledged to leave the environment in a better condition for the next generation.

The Resource and Waste Strategy 2018 set out how the Government aims to preserve material resources by minimising waste, promoting resource efficiency and moving towards a circular economy. The Strategy gives a clear longer-term policy direction in line with the 25-year plan outlined above through five key ambitions;

- To work towards all plastic packaging placed on the market being recyclable, reusable or compostable by 2025
- To work towards eliminating food waste to landfill by 2030
- To eliminate avoidable plastic waste over the lifetime of the 25-year plan
- To double resource productivity by 2050
- To eliminate avoidable waste of all kinds by 2050

The Council's Corporate Plan

The Council's Corporate Plan (the Corporate Plan 2022-2026) sets out the Council of the Isles of Scilly's ambitions in relation to climate change, carbon reduction and waste management. In April 2019 the Council declared a Climate Emergency and set a target to become a carbon neutral organisation by 2030. As a result of the declaration, the Council has adopted a Climate Change Action Plan, 2022, identifying key areas for action, notably energy consumption, waste and recycling, transport, procurement and behaviour change. A significant element of the strategy is to work with local stakeholders, residents, partners and contractors to reduce carbon emissions more widely.

Isles of Scilly Waste Reduction Strategy

The Isles of Scilly Waste Reduction Strategy (2020-2030) sets out the Council's plans to both support the delivery of the Council's carbon neutral agenda, but also to meet the Government's requirements laid out in the Resource and Waste Strategy above.

The Isles of Scilly Waste Reduction Strategy commits to working with residents, businesses and organisations to;

- Reduce the overall volume of waste across the islands by 15% by 2025 and then by 25% by 2030
- Increase the amount of material that is reused on-island

- Increase the amount of waste that is recycled or composted
- Improve communications with householders, visitors and businesses regarding waste and recycling collection services
- Deliver initiatives that support waste reduction, re-use, recycling and composting.
- Provide safe, efficient, cost effective and reliable services which meet the needs of the community
- Provide services that keep the environment and public realm attractive, clean and litter free.

The overarching ambition of the Waste Reduction Strategy is 'to deliver sustainable and compliant waste and recycling services across the islands, as a minimum level of requirement'.

History of Waste Management on Scilly

The Isles of Scilly has undergone a transformation in how it manages its waste and recycling in recent years. Historically, the island's waste was managed through an incinerator plant on the Porthmellon Waste Site, on St Mary's which accepted waste from the off islands with very little being actively recycled.

The ageing incinerator plant was unable to keep up with the increase in waste volumes, particularly during summer months when the island's population increases, and often failed to meet regulations set by Environment Agency. This resulted in waste accumulating and eventually being stockpiled on site a number of years. Subsequently the non-compliant 'landfill site' was closed.

In 2014, through £3.6million funding received from Defra, the Council worked to redevelop the Porthmellon Waste Site into a modern waste management facility, capable of receiving, managing, storing and recycling materials. The site is now fully compliant with Environmental permits in place.

In addition to the redevelopment programme of work the Porthmellon Waste Site, some minor upgrade work undertaken to the off island waste management sites, most notably on St Martin's. Future work is required at these sites to meet compliant waste and recycling storage.

In December 2018 the Council introduced a kerbside mixed recycling scheme for plastic, paper, card and metal across the islands, available to all householders and businesses which saw a dramatic increase in the islands recycling rates.

Current services

The Council manages the majority of waste and recycling across all the islands. Waste and recycling material from the off islands is collected at off island waste management sites and is managed via sub-contracts on Bryher, St Agnes and St Martin's. On Tresco, the Council contracts services for the collection and disposal of household waste and also accepts commercial waste arising from Tresco. It is likely that the Council will start to accept recycling material from Tresco during the lifetime of this contract.



the
the
for



to
was

dry

All waste and recycling material is combined and contained under the off-island waste management contracts, prior to shipment to St Mary's Quay. From St Mary's Quay waste and recycling is then transported for delivery to the Porthmellon Waste Transfer Station, where it is further processed and contained prior to shipping to the mainland for final disposal. The council holds a separate contract for the final removal of waste and recycling from the Porthmellon Waste Transfer station, which includes marine haulage to the mainland. The Council is due to review and issue a new contract for the mainland haulage of waste and recycling in 2026.

From 31 March 2025 the Council will be introducing changes to the way recycling is managed across the islands with segregated recycling for all households and businesses of plastic and tins, cardboard and paper and glass bottles and jars.

Challenges

There have been significant changes in the way waste and recycling is managed on the islands in recent years. With new national policy being introduced and changes to compliancy regulations, we know we will need to accommodate these changes, whilst remaining resilient and flexible into the future. There is an ambition set out in the Waste Reduction Strategy to increase our re-use of materials and significantly improve our recycling rates.

With the increasing requirement for Councils to 'do more with less' we must seek to bring financial savings for the Isles of Scilly, whilst improving the service we deliver.

Consequently, we must look at every opportunity to avoid waste and seek initiatives on-island to reduce, re-use and recycle, whilst also reducing our reliance on mainland options, wherever possible. Nonetheless, we will still need to dispose of some residual waste and recyclables to the mainland which is logistically challenging and even more so from the off islands.

Cost of Waste Management

The cost of waste management to the Council of the Isles of Scilly is significantly higher than mainland local authorities, due to our remote location and logistics involved in managing waste across an archipelago. The Council receives no additional funding from central government for this. Furthermore, the Council is unable to subsidise local businesses for their waste management costs and we understand the difficulties off island businesses, in particular, face in managing their waste and recycling against rising costs.

As such, this inter-island haulage contract of waste and recycling should offer good value for money to the Council, for which we can pass cost savings onto our business customers. The contract should be flexible to meet any changes in national guidance, legislation and the priorities of the Isles of Scilly's residents and businesses.

The geographic location of the Isles of Scilly can pose the greatest issue no matter what time of the year, although the winter months can prove more problematic with significant weather fronts rolling through which can impact waste shipments. Business continuity plans are essential.

Approximate Volumes of Waste and Recycling Expected from the Off-Islands

Potential bidders are to note that these are approximate volumes. The Council is working with Tresco, through a separate contract, to bring segregated recycling from Tresco to St Mary's Waste Transfer Station. This is likely to happen during the early stages of this contract.

Material Description and EWC	Approx Tonnages per year	Containment method and quantity
------------------------------	--------------------------	---------------------------------

Residual waste	241 t	<ul style="list-style-type: none"> • 2 tonne lined bags. • Baled, palletised and wrapped from Tresco.
Segregated recycling of; <ul style="list-style-type: none"> • plastic and tins • cardboard and paper • glass bottles and jars 	27t	2 tonne lined bags.
Bulky waste	9t	4 cu yd skips
Scrap metal	12.5t	4 cu yd skips
Flat glass	<1t	4 cu yd skips
Plasterboard	<1t	4 cu yd skips/1t bags
Asbestos	<1t	Asbestos bags (15kg max)
Gas cylinders	<1t	IBC
Paint	<1t	IBC/Dolav
Household chemicals	<1t	IBC/Dolav

1. Specification and Service Requirements

- 1.1. The Council requires a year-round, joined-up and holistic approach for the haulage of waste and materials, kit and equipment to and from the off-island quays to St Mary's Waste Transfer Station.
- 1.2. Requirement for a contractor, or group of contractors, to safely and compliantly collect laden containers of waste and recycling from the off-island quays (St Agnes, Bryher, St Martin's and Tresco) and deliver to St Mary's Quay and onward conveyance to the Porthmellon Waste Transfer Station.
- 1.3. The Council also requires on an 'as needs basis' a contractor, or group of contractors, to collect unladen containers and equipment from the Porthmellon Waste Transfer Station to St Mary's Quay for onward shipment to the off islands to support waste management operations.

2. Haulage of Waste and other materials from Off Island Quays

- 2.1. Containerised residual waste is to be collected on a weekly schedule, or twice weekly schedule at peak periods from off island quays in liaison with the Council's off island waste contractors, who are responsible for meeting weekly shipment schedules for residual waste. Movement of this waste stream is of a higher priority and requires more regular shipment to St Mary's.

- 2.2. All other materials to be collected in liaison with off island waste contractors, and/or the Council on an 'as needs basis' to avoid back-log of material at off island waste sites.
- 2.3. The frequency and detailed timings are to be determined by the off-island waste contractors and the inter-island haulage contractor in liaison with the Council.
- 2.4. It is of utmost importance that should any schedule be created for the movement of waste from the off islands combined, that all waste must be removed from St Agnes Quay first to preserve the island's 'rat-free' status and to limit any biosecurity risk.
- 2.5. Waste and materials, including kit and equipment collected, are the responsibility of the contractor once they are safely transferred to the vessel or vehicle, this includes on a crane/hook loader.
- 2.6. Contractor to ensure effective and regular communication between collection periods with off island waste contractors and the Council, to ensure alignment in schedules of operation with the need to deliver/transport waste.
- 2.7. The contractor is to note that the off-island quays are managed by the Duchy of Cornwall and are unmanned. No waste is to be left on the quays at any time.
- 2.8. The contractor is required to comply with the safe and compliant handling of waste from off-island quays as to not cause a health and safety issue, nuisance or environmental pollution incidence as a result.
- 2.9. All materials, once delivered to St Mary's Quay, are required to be transported to the Porthmellon Waste Transfer Site where they are required to be weighed at the site's weighbridge.
- 2.10. Opening times for acceptance of off island waste at the Porthmellon Waste Transfer Station is restricted to opening times only. However, we can accept materials by prior arrangement. Priority must be given to residual waste.
- 2.11. Inter-island haulage contractor/s is required to liaise with the Council of the Isles of Scilly Waste Management team to inform them of materials and amounts being delivered to site and at what times.
- 2.12. Inter-island haulage contractor/s need to ensure close liaison with the Harbour Master (Duchy of Cornwall) for consent for any materials to be stored for any period on St Mary's Quay. The Council will not take responsibility for this.

3. Transfer of unladen containers, skips and kit and equipment from St Mary's Waste Transfer Site to Off Island Quays

- 3.1. Contractor to collect and transfer unladen containers, skips, kit and equipment as required from St Mary's Waste Transfer Site to Off Island Quays to support waste management on the off islands on an 'as needs basis' in close liaison with the Council of the Isles of Scilly waste management team and off island waste contractors.

4. Operational Resilience

- 4.1. To ensure operational resilience the contractor is required to prepare for disruptions to collection and transfer of waste e.g due to bad weather or mechanical issue. Contractor is to notify the Council immediately of any issues which may cause breach of this contract and ability to fulfil contract requirements.
- 4.2. Contractors must provide a Business Continuity Plan outlining proposals for the continued provision of waste management services throughout the length of the contract.

5. Kit and Equipment

- 5.1. The contractor will be responsible for all kit and equipment which they carry and will clean-up and make good any spilt waste or materials, repair or replace any damaged kit and equipment at their cost, which is caused during their transfer under this contract.
- 5.2. The Contractor will notify the Council immediately of any damages incurred during loading, off loading and/or in transit.

6. Monitoring and Reporting

- 6.1. The contractor will ensure up to date records of waste movements are kept for the purposes of compliancy, monitoring and invoicing purposes. Weighbridge tickets can be provided by the Council to support this. All invoices will be checked against the Council's weighbridge system.

7. Partnership Working

- 7.1. The contractor will work in partnership with the Council of the Isles of Scilly over the lifetime of this contract to identify opportunities to support off island waste haulage in line with the Council's waste reduction strategy and improvements for managing waste and recycling on the off islands.
- 7.2. The contractor will attend monthly off island waste management meetings with the Council and off island waste contractors, which may include representatives from the Duchy of Cornwall (Harbour Master) to ensure the smooth running of waste operations from the off islands and to continue to seek service improvements.
- 7.3. The Contractor will work with the Council and its partners to support and successfully deliver any future rat eradication programme across the islands to conserve our vulnerable island seabird populations, where waste management has a significant role to play. This may at times require the contractor to attend meetings, workshops, training and public events.
- 7.4. The Contractor will work with the Council and off island waste contractors to continually improve services for waste management for the off islands.
- 7.5. Contractors must detail what innovative ideas they can offer to reduce costs on an on-going basis for the provision of waste and recycling services.
- 7.6. Contractors must assume that the Council will produce the waste streams specified until advised otherwise.

- 7.7. Should the Council require additional waste and recycling services not already included within this specification during the lifespan of this contract, then further discussion will be undertaken with Contractors to agree any expansion of the contract terms.
- 7.8. Ongoing changes to waste diversion including waste disposal methods are in the process of being achieved as part of the Council's Waste Reduction Strategy. All changes necessary in view of the above will be made as and when required by the agreement of Contractors and the Council's Authorised Officers.
- 7.9. Contractors are encouraged to provide written proposals for any additional Services they believe should/can be added to the contract. The Council welcomes any initiatives/innovations from Contractors to help minimise waste levels and increase reuse/recycling. These initiatives should be sustainable and cost effective and include evidence of environmental best practice. Contractors should include all proposals in writing.
- 7.10. Contractors will provide the Council with sustainable solutions to current and future waste legislation (including guidance and advice).

8. Invoices and Payment

- 8.1. The contractor will ensure monthly invoices are made to the Council for payment of services undertaken in line with this contract and its terms and conditions. **The Council will only accept monthly invoices.**

9. Compliance

- 9.1. Meet all statutory and legal requirements relevant to the haulage of waste
- 9.2. Contractor to provide copies of method statements and Risk Assessments to fulfil the requirements of this contract.
- 9.3. Contractor provide a cost effective and efficient service.
- 9.4. Contractor to provide copies of waste carrier licences.
- 9.5. Contractor to provide copy of employer's liability, public liability insurance and professional indemnity insurance to the value of £5 million each.
- 9.6. Contractor to comply with legislation and regulations in regard to carrying and transporting waste materials both at sea and on land.
- 9.7. Contractor to provide statutory certificates to the council of any registration and certification that seagoing vessels used for the purposes of this contract are certified for this use.
- 9.8. All vehicles used for providing waste collection and disposal services are to be roadworthy in accordance with the Road Traffic Acts and, as appropriate, be properly licensed by the relevant Council and, where appropriate, be of a type that conforms to current Motor Vehicle Regulations (i.e. Motor Vehicles (Construction and Use) Regulations, the Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2011 etc.) and future regulations during the course of the contract.

- 9.9. Vehicles must be maintained to a high standard of reliability and roadworthiness and will be subject to inspection at any reasonable time. As a result of said inspections Council may instruct Contractors not to use the aforementioned vehicles in the provision of the waste collection and disposal services - these instructions cannot be unreasonable or vexatious. All vehicles used must conform to the Motor Vehicles (Construction and Use) Regulations.
- 9.10. Contractors will be required to demonstrate that they can provide adequate cover for the non-availability of scheduled vehicles or drivers.
- 9.11. The vehicles used must at all times, at the expense of Contractors, be appropriately licensed and insured.
- 9.12. Contractors must provide evidence of insurance and breakdown cover for all vehicles to the Council's representative(s) upon request.
- 9.13. Contractors must provide evidence to the relevant Council of current registration as a waste carrier for the transportation and disposal of waste.
- 9.14. Documentary proof of registration shall be required at Contract Award.
- 9.15. Contractors shall be totally responsible for the construction, security and roadworthiness of the vehicles used.
- 9.16. Should the vehicle be involved in an accident, however minor, the relevant Contractor must complete an Accident Report Form and submit it to the relevant Council's Authorised Officer.
- 9.17. Contractors shall be responsible in the event of any Road Traffic Accident for clearance of any spillage whether it is deemed their fault or not.
- 9.18. The routes used by Contractors to deliver services under the contract are at their discretion but must be capable of supporting said delivery to Council and sites as per the agreed schedule.
- 9.19. Contractors are required to take efficient measures to reduce the environmental impact of their transportation activities such as waste vehicle specification, journey planning, etc.
- 9.20. The staff responsible for driving and operating the vehicles used in the delivery of services under this contract must be appropriately trained.
- 9.21. Contractors must ensure all staff and any sub-contractors are fully trained, qualified and competent to deliver the requirements of the contract with minimal impact on the environment.

10. Biosecurity

- 10.1. Biosecurity and the requirements to preserve our islands unique flora and fauna and our economy is of importance to the Council and its partners.

- 10.2. The contractor will ensure without any doubt that any waste collected from the Off Islands is first collected from St Agnes in order to preserve its 'rat-free' status to conserve vulnerable seabird populations.
- 10.3. The Contractor will monitor and report signs of vermin to the Council.
- 10.4. The Contractor will be responsible for vermin control at its sites and on its vessels/vehicles.
- 10.5. The Contractor will remain vigilant to pests and disease on items carried to and from the off islands and will report any concerns to the Council.
- 10.6. For more information on biosecurity across the islands please view this leaflet created by the Isles of Scilly Wildlife Trust.
<https://drive.google.com/file/d/1EplXNO2jZEj8PLFhZAbAHZfguRyIWbCw/view>.

4. **3. Variations from the Specification (Variant Bids)**

The Council will not accept variant bids relating to this procurement.

Where variants are allowed the participants will need to identify how the solution proposed provides an equivalent result to the materials, items, processes, methods or other aspects outlined in this specification (and any accompanying documents) for each and every variation from the specification. The participant shall also identify the means by which the equivalence can be verified (independently) by the Contracting Authority.

5. **PRICING SCHEDULE**

All costs should be inclusive of all transfer costs, labour, plant, equipment, fuel, regulatory fees, port fees.

These calculations are solely for the evaluation of the contract, actual contract costs will be calculated on waste and recycling movements throughout the year.

Description	Approx Tonnages per annum	Containment	Estimate contract price per annum.
Haulage of residual waste from St Agnes, Bryher and St Martin's Quays to St Mary's Waste Transfer Station.	241t	2 tonne lined sacks. Baled, palletised and wrapped from Tresco.	£52,370
Haulage of recycling from off island quays to St Mary's Waste Transfer Station.	27t	2 tonne lined sacks.	£5,861
Haulage of bulky waste, scrap metal, flat glass, plasterboard from off island quays to St Mary's Waste Transfer Station.	13t	4 cu yard skips /1t bags (plasterboard only)	£2,538

Haulage of asbestos from off island quays to St Mary's Waste Transfer Station	<1t	Asbestos bags (15kg)	£141
Haulage of gas cylinders	<1t	IBC	£71
Haulage of paint	<1t	IBC/Dolav	£71
Haulage of household chemicals	<1t	IBC/Dolav	£71
Haulage of unladen skips/containers/sacks required for off island waste management from St Mary's Waste Transfer Station.		Dolavs IBCs 4 cu yard skips 2 tonne lined sacks Household and business waste and recycling sacks.	£590

Tender response



The Inter-Island Haulage and Onward Conveyance of Waste and Recycling to St Mary's Waste Transfer Site and Other Services

CIOS05022025_Haulage

Andrew Fogden

Freight and Commercial Manager Chief Executive Officer afogden@issg.co.uk
07760 575655

Stuart Reid

sreid@issg.co.uk
07442 497474

Contents

B1: Executive Summary.....	85
B2: Methodology.....	85
B2.1: Introduction	85
B2.2 The Proposal	86
B2.3: Operational Certification.....	89
B3: Environmental Considerations.....	89
B3.1 Our Environment Policy	89
B3.2 What Are We Doing?	90
B3.3 What We Have Done	90
B3.3 Environmental Considerations on the Method of Work.....	91
B4: Health and Safety	92
B4.1 Health and Safety Policy Statement.....	92
B4.2 Insurance Detail	93
B4.3 Site and Work Activity Information.....	93
B4.4 The Method of Work	94
B4.5 Training.....	94
B4.6 Personal Protective Equipment	95
B4.7 Emergency Procedures.....	95
Pricing	95

6.

B1: Executive Summary

This document, and the associated Annex documents, details our response to the Tender for the Inter-Island Haulage and Onward Conveyance of Waste and Recyclables from the Off-Island Quays to the Council of the Isles of Scilly's Porthmellon Waste Transfer Site on St Mary's.

The vessel that will be utilised to undertake the sea transportation of the waste and recyclable materials from the off-island quays to St Mary's Quay is Lyonesse Lady. Since 1991, Lyonesse Lady has been reliably serving the off island residents and businesses with daily, scheduled, deliveries of freight, and indeed collecting waste for return to St Mary's.

Our proposal will see the collection of waste by Lyonesse Lady from the Off-Islands on a weekly basis as part of the scheduled off-island freight service. By utilising the return empty leg of our scheduled off-island freight service provides a solution which prevents increasing the level of carbon emissions through the introduction of an additional vessel.

The proposed pricing of the activity is made as simple as possible, by having a single price per containerisation (bag or pallet) which will cover the collection of the waste from the off-island quays right through to delivery into Porthmellon Waste Transfer Station.

Our highly skilled and trained employees, who will oversee the transport of waste from the offislands, will prioritise the safety of all our employees and that of our partners.

Isles of Scilly Steamship Company Limited view the awarding of this Contract as an opportunity to work in partnership with the Council of the Isles of Scilly and their Contractors on the offislands. We will work and communicate with all parties to continually improve the service offered, make it as cost effective as possible and deliver a safe and successful service over the life of the contract.

7.

B2: Methodology

B2.1: Introduction

The Isles of Scilly Steamship Company was formed in 1920 by residents of the Isles of Scilly, to provide a regular passenger and freight service between the islands and Penzance. In 1984, the company expanded to air travel by developing Skybus as an alternative to sea travel and today operates scheduled commercial flights from Land's End, Newquay and Exeter.

In 1989 a Norwegian freight ship, Gry Maritha, was purchased, to provide a year-round freight service to the islands. The company carries around 15,000 tonnes of freight annually between the mainland and the Isles of Scilly, primarily via the three times per week Gry Maritha scheduled service between Penzance and St Mary's Quay.

In 1991 the company introduced Lyonesse Lady, a 16m cargo vessel, designed and built to improve freight services between St Mary's and the off-islands of St Agnes, Bryher, Tresco and St Martin's. Lyonesse Lady has served the off-islands freight requirements for the past 34 years. Designed for the route and the off-island quays, Lyonesse Lady is an extremely capable and

resilient vessel. Lyonesse Lady currently supports the current waste transfer service delivering waste products from the off-islands to St Mary's Quay which is then transferred to the Steamship Company's haulage company Island Carriers for onward transfer to Porthmellon Waste Transfer Station.

In Summer 2024, Gugh, a 55 tonne capacity landing craft, entered service, primarily for the movement of bulk materials to the islands.

The company is replacing Scillonian III, our reliable and much-loved passenger ferry, with a brand new passenger vessel, Scillonian IV, in 2026, which will increase passenger capacity on the route by around 20%. Gry Maritha is also being replaced in 2026 by Menawethan, a purpose-built cargo ship capable of carrying increased freight volumes between the mainland and the islands.

Island Carriers, our St Mary's based haulier/courier, operates the largest fleet of vehicles on St Mary's, and undertakes significant volumes of deliveries of courier parcels, food and drink, building materials and fuel, in addition to the movements of off-island waste and recyclables into the Waste Transfer Site on St Mary's.

B2.2 The Proposal

This proposal will demonstrate how Isles of Scilly Steamship Company intend to continue using Lyonesse Lady, and to reliably, sustainably and safely maintain the collection of waste and recyclable materials from each of the off-islands on a weekly basis, by utilising the otherwise empty legs of a scheduled service.

In order to undertake the service as detailed in the Specification, Isles of Scilly Steamship Company Limited propose a scheduled weekly collection of residual waste, in 2 tonne capacity white bags, from the quays at St Agnes, Bryher, Treco and St Martin's. We propose to collect from:

- St Agnes Quay every Monday
- Bryher and Treco every Wednesday
- St Martin's every Friday

Please note that at present, this schedule is a proposal and the finalised weekly schedule would be published after consultation with all the off-island waste operators and indeed the Council of the Isles of Scilly. However, this is in line with the service currently provided.

The collection of waste from the off-island quays will be performed by Lyonesse Lady as part of a return empty leg of our daily scheduled freight delivery, via the timetable which is published in advance and made available on our freight website:
(www.islesofscillyfreight.co.uk/information/timetable/).

Due to tidal restrictions at the quays, the collection times will differ each week, although the day of collection will be fixed. This is the most economical and sustainable way of operating the waste collection service. Filling the return empty leg of a scheduled service provides an economical and sustainable way of transporting the waste and recyclable materials from the off-islands, and requires no further vessels being introduced to specifically manage this process.

Island Carriers operate three Heavy Goods Vehicles on St Mary's, and these would be used to collect the bags and skips immediately upon discharge at St Mary's Quay and deliver to the

Council of the Isles of Scilly's Porthmellon Waste Transfer Station. The vehicles all have different capacities, so by all parties liaising, via the Operations Manager, the appropriate vehicle(s) will always be provided to ensure the minimum number of trips from the quay and maximum vehicle fill.

The three HGVs operated by Island Carriers on St Mary's would be used for the final mile transportation of the waste from St Mary's Quay. All vehicles are fully compliant with the Department for Transport's legislation, are maintained and serviced in accordance with statutory frequencies, their drivers are all qualified HGV drivers and we can make all records available for inspection or audit.

Having a 6 day a week service between St Mary's and each of the off-island quays provides us scope to increase the collection frequency to twice per week in peak periods if required, this could simply be requested by the maintaining of adequate communications between all parties (ie Lyonesse Lady crew, St Mary's Quay staff, Off-Island Waste Contractors and Porthmellon Waste Transfer Station staff).

To this end, we would appoint a single point of contact for day-to-day operational matters, and this will be the Operations Manager at Island Carriers (hereafter referred to as the Operations Manager), a role currently undertaken by Emma Squire. Support will come from the Island Operations Manager (currently Jeanette Ware). The Operations Manager and Island Operations Manager have an excellent relationship with the team at Porthmellon Waste Transfer Station, and as members of the islands community they understand the importance of waste management on the islands. The Freight and Commercial Manager (currently Andrew Fogden) is based in Penzance and is an experienced logistics professional who will manage the contractual process and will be the point of contact for the Council of the Isles of Scilly on all performance, commercial and contractual matters.

The collection of recyclable waste from the off-island quays can be undertaken at the same time as the residual waste, and we will work with the Off-Island Contractors to ensure each bag is sufficiently filled (the charging rate will be per bag) and the contents clearly marked. Other materials, such as scrap metal, tyres, glass etc are placed into skips and the skips despatched to St Mary's once full. The movement of these skips would be undertaken at the same time as the scheduled waste collection, or at another time agreed in advance with all parties. Waste will not be loaded onto Lyonesse Lady already loaded with other cargo items and will therefore be isolated from all other cargo (see below on sanitising processes).

Clear communication with all the Off-Island Contractors is critical to the success of this operation. We will work with each of the Off-Island Contractors to establish the best form of communication for them, and the Operations Manager will ensure that the relevant Contractor would know of anything that might impact the service, in any way, well in advance.

Clear communication will also be critical between Lyonesse Lady crew and Island Carriers, so they know when and how much waste to collect from St Mary's Quay, and also with the Council of the Isles of Scilly team at Porthmellon Waste Transfer Station who will be informed when to expect deliveries.

We will always aim to deliver into Porthmellon during working hours, and to load the vehicles immediately upon Lyonesse Lady's arrival into St Mary's Harbour. However, due to tidal restrictions there will be occasions where a late Friday afternoon collection from St Martin's will be necessary when Porthmellon closes earlier than the rest of the week. On the small number of

occasions where tidal constraints requires a Friday afternoon collection, we will liaise with the Waste Transfer Station to seek permission to deliver after the site has officially closed. If Porthmellon Waste Transfer Station is unable to accept waste late in the afternoon, the bags or skips will remain on board Lyonesse Lady overnight and be discharged to Island Carriers at the next slot availability.

As with all the Isles of Scilly Steamship Company's operations, the health and safety of our employees and indeed anyone in the vicinity of the work being undertaken will always be our priority. Section B4 together with our risk assessments (found in appendices 1-7), details how we specifically undertake the waste collection in relation to quay, vessel and vehicle operations.

All work in relation to the collection of waste from the off-island quays and subsequent delivery into Porthmellon Waste Transfer Station will only be carried out in normal working hours, or by prior agreement with the Council of the Isles of Scilly (eg an after-hours delivery into the Porthmellon Waste Transfer Station). The cleaning of the deck on Lyonesse Lady following the unloading of residual waste onto St Mary's Quay will always be undertaken, as it is now, in a manner approved by the Harbour Master and the Environmental Health Officer (ie washing down with a Harbour approved environmentally friendly cleaning solution).

The addition of Gugh, a 55 tonne capacity landing craft, to our fleet in Summer 2024 provides a solution to ensuring a continuous service. The Duchy of Cornwall are in the process of erecting bollards on the quays to enable the vessel to tie up alongside. We have received confirmation from the Duchy of Cornwall that the bollards will be erected, on all off-island quays, in time for the start of the season.

Further resilience is provided in the form of our engineering teams based on the Isles of Scilly and in Penzance who can rapidly react to maintenance requirements minimising downtime and ensuring the vessel remains in service. The resilience of Lyonesse Lady demonstrates our engineering and maintenance commitment and recognises the importance of maintaining offisland connectivity.

The waste will be handled with the utmost care at all times, from the craning operations to the sea transport and the final mile delivery from St Mary's Quay into Porthmellon Waste Transfer Station. Every Isles of Scilly Steamship Company Operative who handles the waste is trained in the cleaning up of hazardous spills associated with Dangerous Goods. Any damaged containers would be notified to the Council of the Isles of Scilly, at the time of collection, and any concerns surrounding the condition of containers being collected would be formally raised at the monthly review meetings.

Records of all waste movements from the Off-Island quays will be maintained by Isles of Scilly Steamship Company and made available to the Council of the Isles of Scilly for inspection if required.

Isles of Scilly Steamship Company Limited view the awarding of this Contract as an opportunity to work in partnership with the Council of the Isles of Scilly and their Contractors on the offislands. We will work with all parties to continually improve the service offered and make it as cost effective as possible. The monthly meetings will be used to, among other things, feed back on bag weights from the islands and work with the Contractors to maximise the capacity available, which in turn will reduce costs and the impact on the environment. Key Performance Indicators will be developed and the monitoring of these, and actions to continually improve the metrics, will form

the basis of the monthly meetings. The Operations Manager will attend each monthly meeting, along with the Island Operations Manager and the Freight & Commercial Manager.

B2.3: Operational Certification

Isles of Scilly Steamship Company Limited has a Waste Carriers Licence (CBDU207958) valid until 30th December 2026. An application to renew the waste licence will be undertaken to cover the period of the contract award. Isles of Scilly Steamship Company have historically successfully renewed our waste licence and we have no reason to believe that this will not be renewed.

Isles of Scilly Steamship Company is certified as a fit and proper organisation by the Maritime and Coastguard Agency (MCA) (Authority No 0007983) to carry passengers and freight.

8. B3: Environmental Considerations

Our customers, staff and stakeholders are increasingly conscious about the effects of climate change and increased human pressures on the environment. We believe that it's our responsibility as individuals and as a business to deal with these problems.

We are committed to ensuring that the Isles of Scilly and West Cornwall have a resilient, sustainable and protected environment which can be enjoyed in future years by both those who live in and visit this beautiful area of the world. We are committed to sustainable development and reducing, where possible, our CO2 emissions.

The Isles of Scilly Steamship Company was formed 100 years ago by the islanders and therefore it is vital that the ethos of maintaining that lifeline service in the most environmentally supportive way is continued.

Please note that this section (B3) also includes our requirement under **B7 "Social Value"** which outlines our environmental activities which will contribute towards the Council's net zero target by 2030.

B3.1 Our Environment Policy

Our policy is to strive for continuous improvements to our operations and procedures to reduce the impact on the environment. We aim to protect and promote good working practices and our Environmental Policy has been integrated into our Safety Management and Quality systems.

Our objectives are to:

- Comply with the requirements of the company's management systems
- Prevent pollution and minimise waste
- Help to safeguard the marine environment through assistance in research projects
- Support local environmental initiatives
- Develop systems to improve environmental performance.

- Commit to sustainability
- Use energy and resources efficiently
- Invest in modern eco-efficient technology, equipment and replacement vessels
- Adhere to regulation and policy in relation to environmental monitoring and impact improvements
- Promote the importance of environmental awareness to our employees
- Protect the natural environment (both marine and land)
- To have a commitment to continual improvement

An environmental committee, made from appointed employees of the Isles of Scilly Steamship Company, has been formed to review and develop efficient working practices, with a commitment to improving and streamlining business activities and processes whilst adhering to the required MCA regulatory standards. The committee is chaired by one of the Company's non-executive directors with quarterly reports delivered to Company Board meetings.

B3.2 What Are We Doing?

Our current areas for review include the following:

(a) Efficient energy usage

We are currently working with Smart Energy Project, looking at ways to improve efficiencies across the entire group.

(b) Carbon off-setting opportunities

Carbon off-set schemes allow companies such as ours to invest in environmental projects, this allows us to balance our carbon footprint. We are currently exploring opportunities and working towards significantly reducing our carbon footprint.

(c) Environmental awareness in relation to pollution prevention

Both our airline and marine operations adhere to current environmental regulations regarding pollution prevention.

B3.3 What We Have Done

(d) Increase recycling & improve waste management

We have introduced recycling points on our passenger ferry Scillonian III, our freight ships Gry Maritha, Gugh and Lyonesse Lady.

(e) Cycle to Work Scheme

We encourage employees to take up our cycle to work scheme. By switching from car to bike our employees are helping the environment by boosting air quality and reducing emissions whilst giving them a healthier lifestyle. Our crew of Lyonesse Lady and employees of Island Carriers will either cycle or walk to work.

(f) Reducing Single Use Plastic

Our goal is to remove all single use plastic where possible. We are actively looking at ways to reduce our use of single use plastic and are working with our suppliers to source alternative packaging.

(g) Reducing Emissions

We recognise climate change as a big environmental threat. To help reduce our carbon emissions we locally source products where possible to shorten the length of our supply chain which helps reduce emissions through deliveries.

(h) Renewable Energy

In 2013 we incorporated the installation of solar panels into our office buildings. The electricity is collectively generated from an 80 panel 20kWh which provides energy to help run some of our office buildings.

(i) Recycling

We are always looking for ways to improve the efficiency of the business. Metal, cardboard and plastics are recycled throughout the Steamship Group. We also assist the islands with recycling by shipping all their scrap metal back to the mainland.

(j) Reducing Printed Materials

We have significantly reduced our printed materials and have integrated digital systems wherever possible to reduce the amount of paper waste. Our crew and delivery drivers are now able to download and view literature from internal digital systems.

(k) Ceramic Heating

Modern electric radiators have recently been installed at our head offices on St Mary's and Island Carriers. We are trialling the heaters and it's hoped they will be more efficient than standard radiator and will mitigate the requirement for heating oil.

B3.3 Environmental Considerations on the Method of Work

Crucially, the transportation of waste and recyclables from the off-island quays to St Mary's Quay will be undertaken using an already scheduled service, Lyonesse Lady's daily off-island delivery and collection service. Filling the return empty leg of a scheduled service provides an economical and sustainable way of transporting the waste and recyclable materials from the off-islands, and requires no further vessels being introduced to specifically manage this process. This proposal prevents any increase in emissions as Lyonesse Lady has existing capacity on its scheduled operation to transport the waste.

Isles of Scilly Steamship Company Limited will continue to work with the Duchy of Cornwall, Council of the Isles of Scilly, Isles of Scilly Wildlife Trust and other parties, with regards to ongoing support of the rat eradication programme. We note the importance of a regular collection from St Agnes and ensuring that no other waste would already be on board Lyonesse Lady when

the collection from St Agnes is scheduled. This is achievable with a regular Monday collection, a day when no other waste collections are scheduled, and St Agnes is the first quay to be visited on the daily schedule.

Island Carriers will always pick up full lorry loads of waste from St Mary's Quay for delivery, in order to operate as effectively as possible, and reduce empty vehicle running to an absolute minimum.

There will be no impact on current noise levels under this proposal, as the waste will be carried on a cargo vessel that would otherwise have returned empty from the off-island quay. The vehicles that collect the waste from St Mary's Quay are currently undertaking this work, so similarly, there would be no additional noise impact from vehicle operations.

We have calculated that the waste will spend an average of 72 minutes **per week** at sea being transported from the off-island quays to St Mary's Quay. This equates to just 70 litres of fuel burn per week. This is extremely efficient compared to other possible high-speed alternative vessels which burn high levels of fuel and operate at significantly increased decibels.

Our methodology is covered by our environmental risk assessment **LL001E** which documents controls and protective measures to safeguard the environment and our employees during the operation.

9. B4: Health and Safety

The Isles of Scilly Steamship Company's vision statement "Delivering for Scilly" is at the heart of everything we do. Our eight values which support the vision statement includes safety which we prioritise above everything else.

B4.1 Health and Safety Policy Statement

The Isles of Scilly Steamship Group is committed to providing the highest possible safety standards in all of its operations. Safety is of paramount concern and is integral to all decisionmaking processes.

The Group will ensure compliance with all regulatory requirements and strive to exceed legal minimum standards. In order to achieve these objectives. The Group will:

- Provide senior management leadership, commitment and resources, to ensure safety risks are minimised and managed effectively.
- Set demanding targets and key performance indicators pertaining to safety and allocate responsibilities accordingly.

- Proactively identify and analyse hazards and risks affecting its operations, and implement measures that eliminate, or reduce risks to acceptable levels.
- Develop and implement policies and procedures designed to mitigate safety risks and promote a proactive safety culture.
- Provide instruction, training and supervision to its employees and contractors to ensure compliance with Group policies, procedures and legal standards.
- Promote a just safety culture that encourages the reporting of accidents, incidents and near misses, so that lessons are learned, and good practice is shared.
- Consult with employees and other stakeholders on matters pertaining to health and safety so that risk control systems are well designed and effective.
- Ensure all employees and contractors understand their responsibility to adhere to all safety management systems, policies and procedures and are aware that failure to comply with safety management systems may result in disciplinary or other action.
- Ensure all employees and contractors understand their responsibility to stop, report and prevent hazardous situations from arising or continuing and feel confident to do so.
- Audit and review health and safety management performance and systems to identify deviations, weaknesses and opportunities for improvement, in a drive for continuous improvement.

B4.2 Insurance Detail

Professional Indemnity Insurance

- QBE UK Limited. Amount £10,000,000

Public Liability Insurance

- QBE UK Limited. Amount £5,000,000

Certificates can be inspected upon request

B4.3 Site and Work Activity Information

The work will be undertaken on the quays of all four of the off-islands; on board Lyonesse Lady, our inter-island vessel; on St Mary's Quay; on board an Island Carriers vehicle; at the Council of the Isles of Scilly's Porthmellon Waste Transfer Station

Each movement will involve four Isles of Scilly Steamship Company employees. Two crew on Lyonesse Lady, one Quay Hand at St Mary's Quay and one Island Carriers Driver.

We calculate that waste will spend an average of 72 minutes per week at sea, between the offislands and St Mary's, and a further 21 minutes in transit between St Mary's Quay and Porthmellon Waste Transfer Station.

B4.4 The Method of Work

This section will detail, step by step, how Isles of Scilly Steamship Group will undertake the waste and recyclables collections, detailing the relevant risk assessments, all of which are located in the appendices, that we have in place at each step

1. Bags and Skips (or any other container of waste or recyclables) will be lifted onto the vessel from the off-island quay by way of the on-board crane, which has a capacity of 2,000 kgs. This is covered by Risk Assessments **LL001** – Off Island Freight, **LL004** – Carriage Of Waste and **LL005** – Deck Ops
2. Once all of the waste has been loaded onto Lyonesse Lady, the vessel will depart the off island for return to St Mary's. The same risk assessments (**LL001**, **LL004** & **LL005**) will apply
3. Upon arrival at St Mary's Quay, the vessel will unload the bags, skips and/or other containers of waste onto the quay, and then onto the Island Carriers delivery vehicle. The guidelines for undertaking this work safely are in Risk Assessments **SMQ001** – Quay Operations and **SMQ003** – Use of FLT's
4. Should the Vehicle Crane be used, and the largest Island Carriers vehicle Hi-ab crane is capable of lifting up to 6,000 kgs, then Risk Assessment **IC004** – Moving Freight and Lifting Loads covers this operation.
5. Upon arrival at Porthmellon Waste Transfer Station, the containers of waste are unloaded by crane into a designated area. Risk Assessment **IC004** – Moving Freight and Lifting Loads again covers this

All of our cranes are inspected regularly and certified safe by the relevant inspecting body. Inspection and maintenance records are available for inspection.

B4.5 Training

- All Vessel Skippers are fully trained in crane operations
- All Vessel Crews, Quay Hands and Drivers have undergone training in Correct Manual Handling Techniques
- All of our Quay Hands are qualified Fork Lift Truck drivers, with up to date licences.

- We have qualified First Aiders on the Quay at St Mary's, and at Island Carriers.
- Records of training are available for inspection.

B4.6 Personal Protective Equipment

All of our people are issued with the relevant Personal Protective Equipment (PPE) required in order to safely undertake the role that they perform. This includes:

- Foot Protection
- Hearing Protection
- High Visibility Coats and Jackets
- Head Protection
- Hand Protection
- Protective Clothing
- Life Jackets

B4.7 Emergency Procedures

Our First Aid trained people are

- Lee Sandford, St Mary's Quay
- Emma Squire, Island Carriers

We have fully stocked first aid boxes in the Quay Office at St Mary's, at Island Carriers Office on Porthmellon Industrial Estate, and in the Travel Centre on Hugh Street.

10. Pricing

This document supports the pricing schedule referenced at B5. Our proposal involves a straightforward pricing model, one price from collection at the Off-Island quay through to delivery to Porthmellon Waste Transfer Station.

The pricing below explains how the annual contract price per annum (rounded to the nearest whole number) has been calculated:

- Bag/Pallet of Waste
 - £63.02 per bag/pallet
 - equivalent of £217.31 per tonne based on average 290kg per bag
 - equates to 831 bags per annum based on 241 tonnes ($831 \times £63.02 = £52,370$)
- Bag/Pallet of Recyclable Material
 - £63.02 per bag/pallet
 - equivalent of £217.31 per tonne based on average 290kg per bag

- equates to 93 bags per annum based on 27 tonnes ($93 \times £63.02 = £5,861$)

For the above charges, the average kg per bag would be one of the KPI's monitored.

- Skip of Waste/Recyclable Material
 - £70.50 per skip
 - estimate 36 skips per annum based on 13 tonnes ($36 \times £70.50 = £2,538$)
- Return of empty skips from Porthmellon Waste Transfer Station to the Off-Island Quay: -
 - Empty Skip Return (up to 4 in a stack) £32.79 per skip
 - Estimate of 18 skips per annum based on historic records ($18 \times £32.79 = £590$)
- Delivery of other containers and equipment from Porthmellon Waste Transfer Station through to delivery on the Off-Island Quay is as follows:
 - Per Box £5.01
- The following haulage is estimated on the basis of the number of skips per year which will be charged at the standard skip charge of £70.50:
 - Asbestos 2 skips ($2 \times £70.50 = £141$)
 - Gas cylinders 1 skip ($1 \times £70.50 = £71$)
 - Paint 1 skip ($1 \times £70.50 = £71$)
 - Household chemicals 1 skip ($1 \times £70.50 = £71$)

All prices exclude VAT

MONITORING SCHEDULE

In line with the Authority's corporate objectives to monitor contracts and agreements in place to ensure best value is maintained, and also to ensure carbon reduction principles are embedded in all aspects of the Authority's decision making, the Authority seeks to establish quarterly contract management meetings;

The following Key Performance Indicator (KPI) applies;

Quarterly contract meetings to address the following agenda items;

Contract Management Agenda	
1.	Introduction
2.	Minutes from previous meetings <ul style="list-style-type: none">- outstanding issues
3.	Issues/challenges <ul style="list-style-type: none">- customer issues/feedback
4.	Health and Safety <ul style="list-style-type: none">- Method statements & risk assessments- Covid secure working practices
5.	Carbon Reduction / Waste Management <ul style="list-style-type: none">- Activity- Monitoring- Reporting
6.	Improving the Agreement <ul style="list-style-type: none">- Opportunities- Changes in legislation
7.	Any other business
8.	Next meeting

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to be a single word or a short phrase.