



COUNCIL OF THE ISLES OF SCILLY

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

0300 1234 105

enquiries@scilly.gov.uk

Westward Farm,
St. Agnes,
Isles of Scilly

Attn: Aiden Hicks

By email to: westwardfarm@hotmail.com

Date: **17/3/2025**

Dear Sir,

Award of contract for the supply of St Agnes Waste Management Services (the Services)

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

This letter (Award Letter) and its Annexes set out the terms of the contract between the Council of the Isles of Scilly as the Customer and Westward Farm as the Supplier 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 on St. Agnes, the St Agnes waste bring site facility and the suppliers offices.
- 2) The charges for the Services shall be as set out in the Supplier's quotation dated 3rd March 2025 (Pricing Schedule).
- 3) The specification of the Services to be supplied is as set out in the Supplier's quotation dated 3rd March 2025.
- 4) The Term shall commence on 1st April 2025 and the Expiry Date shall be 31st March 2028].
- 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

Attention: Russell Thompson

Email: Russell.Thompson@scilly.gov.uk

Supplier

Westward Farm,
St. Agnes,
Isles of Scilly

Attn: Aiden Hicks

By email to: westwardfarm@hotmail.com

- 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 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 this letter 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,

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

Name: Keith Grossett

Signature:

Date: 17/3/2025

We accept the terms set out in this letter and its **Annexes**, including the Conditions.

Signed for and on behalf of [*insert name of Supplier*]

Name: [*insert name*]
[*insert job title*]

Signature:

Date:

Annex 1

Terms and Conditions of Contract for Services

1 Interpretation

1.1 In these terms and conditions:

“Agreement”	means this contract;
“Award Letter”	means the letter from the Customer to the Supplier printed above these terms and conditions;
“Central Government Body”	means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: (a) Government Department; (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); (c) Non-Ministerial Department; or (d) Executive Agency;
“Charges”	means the charges for the Services as specified in the Award Letter;
“Confidential Information”	means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
“Controller”, “Processor”, “Data Subject”, “Personal Data”, “Personal Data Breach”, “Data Protection Officer “	take the meaning given in the GDPR
“Customer”	means the person named as Customer in the Award Letter;
“Data Loss Event”	Means any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach;
“Data Protection Impact Assessment”	means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
“Data Protection Legislation”	means (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;
“Data Subject Request”	means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;

“DPA 2018”	means the Data Protection Act 2018;
“Expiry Date”	means the date for expiry of the Agreement as set out in the Award Letter;
“FOIA”	means the Freedom of Information Act 2000;
“GDPR”	Means the General Data Protection Regulation (Regulation (EU) 2016/679)
“Information”	has the meaning given under section 84 of the FOIA;
“Joint Controllers”	where two or more Controllers jointly determine the purposes and means of processing;
“Key Personnel”	means any persons specified as such in the Award Letter or otherwise notified as such by the Customer to the Supplier in writing;
“Law”	means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Processor is bound to comply;
“LED”	Law Enforcement Directive (Directive (EU) 2016/680);
“Party”	means a Party to this Agreement;
“Personal Data”	means personal data (as defined in the DPA) which is processed by the Supplier or any Staff on behalf of the Customer pursuant to or in connection with this Agreement;
“Processor Personnel”	means all directors, officers, employees, agents, consultants and contractors of the Processor and/or of any Sub-Processor engaged in the performance of its obligations under this Agreement
“Protective Measures”	appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those outlined in Schedule C (Baseline Security Requirements).
“Purchase Order Number”	means the Customer’s unique number relating to the supply of the Services;
“Request for Information”	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term “request” shall apply);
“Services”	means the services to be supplied by the Supplier to the Customer under the Agreement;
“Specification”	means the specification for the Services (including as to quantity, description and quality) as specified in the Award Letter;
“Staff”	means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier’s obligations under the Agreement;
“Staff Vetting”	means vetting procedures that accord with good industry practice or, where

Procedures"	requested by the Customer, the Customer's procedures for the vetting of personnel as provided to the Supplier from time to time;
"Supplier"	means the person named as Supplier in the Award Letter;
"Sub-processor"	any third Party appointed to process Personal Data on behalf of that Processor related to this Agreement
"Term"	means the period from the start date of the Agreement set out in the Award Letter to the Expiry Date as such period may be extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement;
"VAT"	means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and
"Working Day"	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

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

- 1.2.1 references to numbered clauses are references to the relevant clause in these terms and conditions;
- 1.2.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
- 1.2.3 the headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Agreement;
- 1.2.4 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and
- 1.2.5 the word 'including' shall be understood as meaning 'including without limitation'.

2 Basis of Agreement

- 2.1 The Award Letter constitutes an offer by the Customer to purchase the Services subject to and in accordance with the terms and conditions of the Agreement.
- 2.2 The offer comprised in the Award Letter shall be deemed to be accepted by the Supplier on receipt by the Customer of a copy of the Award Letter countersigned by the Supplier within [7] days of the date of the Award Letter.

3 Supply of Services

- 3.1 In consideration of the Customer's agreement to pay the Charges, the Supplier shall supply the Services to the Customer for the Term subject to and in accordance with the terms and conditions of the Agreement.
- 3.2 In supplying the Services, the Supplier shall:
 - 3.2.1 co-operate with the Customer in all matters relating to the Services and comply with all the Customer's instructions;
 - 3.2.2 perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Supplier's industry, profession or trade;
 - 3.2.3 use Staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Agreement;
 - 3.2.4 ensure that the Services shall conform with all descriptions and specifications set out in the Specification;

3.2.5 comply with all applicable laws; and

3.2.6 provide all equipment, tools and vehicles and other items as are required to provide the Services.

- 3.3 The Customer may by written notice to the Supplier at any time request a variation to the scope of the Services. In the event that the Supplier agrees to any variation to the scope of the Services, the Charges shall be subject to fair and reasonable adjustment to be agreed in writing between the Customer and the Supplier.

4 Term

- 4.1 The Agreement shall take effect on the date specified in Award Letter and shall expire on the Expiry Date, unless it is otherwise extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement.
- 4.2 The Customer may extend the Agreement for a period of up to 12 months by giving not less than 10 Working Days' notice in writing to the Supplier prior to the Expiry Date. The terms and conditions of the Agreement shall apply throughout any such extended period.

5 Charges, Payment and Recovery of Sums Due

- 5.1 The Charges for the Services shall be as set out in the Award Letter and shall be the full and exclusive remuneration of the Supplier in respect of the supply of the Services. Unless otherwise agreed in writing by the Customer, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 5.2 The Supplier shall invoice the Customer as specified in the Agreement. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Services supplied in the invoice period.
- 5.3 In consideration of the supply of the Services by the Supplier, the Customer shall pay the Supplier the invoiced amounts no later than 30 days after receipt of a valid invoice which includes a valid Purchase Order Number. The Customer may, without prejudice to any other rights and remedies under the Agreement, withhold or reduce payments in the event of unsatisfactory performance.
- 5.4 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Customer shall, following the receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Services.
- 5.5 If there is a dispute between the Parties as to the amount invoiced, the Customer shall pay the undisputed amount. The Supplier shall not suspend the supply of the Services unless the Supplier is entitled to terminate the Agreement for a failure to pay undisputed sums in accordance with clause 15.4. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 18.
- 5.6 If a payment of an undisputed amount is not made by the Customer by the due date, then the Customer shall pay the Supplier interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.
- 5.7 If any sum of money is recoverable from or payable by the Supplier under the Agreement (including any sum which the Supplier is liable to pay to the Customer in respect of any breach of the Agreement), that sum may be deducted unilaterally by the Customer from any sum then due, or which may come due, to the Supplier under the Agreement or under any other agreement or contract with the Customer. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Customer in order to justify withholding payment of any such amount in whole or in part.
- 5.8 Where the Supplier submits an invoice to the Authority in accordance with paragraph 5.2, the Authority will consider and verify that invoice in a timely fashion.

- 5.9 The Authority shall pay the Supplier any sums due under such an invoice no later than a period of 30 days from the date on which the Authority has determined that the invoice is valid and undisputed.
- 5.10 Where the Authority fails to comply with paragraph 5.9 and there is an undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purposes of paragraph 5.9 after a reasonable time has passed.
- 5.11 Where the Supplier enters into a Sub-Contract, the Supplier shall include in that Sub-Contract:
- 5.11.1 Provisions having the same effect as clauses 5.8- 5.10 of this Agreement; and
 - 5.11.2 A provision requiring the counterparty to that Sub-Contract to include in any Sub-Contract which it awards provisions having the same effect as clauses 5.8 – 5.11 of this Agreement.
 - 5.11.3 In clause 5, “Sub-Contract” means a contract between two or more suppliers, at any stage of remoteness from the Authority in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.

6 Premises and equipment

- 6.1 If necessary, the Customer shall provide the Supplier with reasonable access at reasonable times to its premises for the purpose of supplying the Services. All equipment, tools and vehicles brought onto the Customer’s premises by the Supplier or the Staff shall be at the Supplier’s risk.
- 6.2 If the Supplier supplies all or any of the Services at or from the Customer’s premises, on completion of the Services or termination or expiry of the Agreement (whichever is the earlier) the Supplier shall vacate the Customer’s premises, remove the Supplier’s plant, equipment and unused materials and all rubbish arising out of the provision of the Services and leave the Customer’s premises in a clean, safe and tidy condition. The Supplier shall be solely responsible for making good any damage to the Customer’s premises or any objects contained on the Customer’s premises which is caused by the Supplier or any Staff, other than fair wear and tear.
- 6.3 If the Supplier supplies all or any of the Services at or from its premises or the premises of a third party, the Customer may, during normal business hours and on reasonable notice, inspect and examine the manner in which the relevant Services are supplied at or from the relevant premises.
- 6.4 The Customer shall be responsible for maintaining the security of its premises in accordance with its standard security requirements. While on the Customer’s premises the Supplier shall, and shall procure that all Staff shall, comply with all the Customer’s security requirements.
- 6.5 Where all or any of the Services are supplied from the Supplier’s premises, the Supplier shall, at its own cost, comply with all security requirements specified by the Customer in writing.
- 6.6 Without prejudice to clause 3.2.6, any equipment provided by the Customer for the purposes of the Agreement shall remain the property of the Customer and shall be used by the Supplier and the Staff only for the purpose of carrying out the Agreement. Such equipment shall be returned promptly to the Customer on expiry or termination of the Agreement.
- 6.7 The Supplier shall reimburse the Customer for any loss or damage to the equipment (other than deterioration resulting from normal and proper use) caused by the Supplier or any Staff. Equipment supplied by the Customer shall be deemed to be in a good condition when received by the Supplier or relevant Staff unless the Customer is notified otherwise in writing within 5 Working Days.

7 Staff and Key Personnel

- 7.1 If the Customer reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Agreement, it may, by giving written notice to the Supplier:
- 7.1.1 refuse admission to the relevant person(s) to the Customer's premises;
 - 7.1.2 direct the Supplier to end the involvement in the provision of the Services of the relevant person(s); and/or
 - 7.1.3 require that the Supplier replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by the Customer to the person removed is surrendered,
- and the Supplier shall comply with any such notice.
- 7.2 The Supplier shall:
- 7.2.1 ensure that all Staff are vetted in accordance with the Staff Vetting Procedures;
 - 7.2.2 if requested, provide the Customer with a list of the names and addresses (and any other relevant information) of all persons who may require admission to the Customer's premises in connection with the Agreement; and
 - 7.2.3 procure that all Staff comply with any rules, regulations and requirements reasonably specified by the Customer.
- 7.3 Any Key Personnel shall not be released from supplying the Services without the agreement of the Customer, except by reason of long-term sickness, maternity leave, paternity leave, termination of employment or other extenuating circumstances.
- 7.4 Any replacements to the Key Personnel shall be subject to the prior written agreement of the Customer (not to be unreasonably withheld). 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.

8 Assignment and sub-contracting

- 8.1 The Supplier shall not without the written consent of the Customer assign, sub-contract, novate or in any way dispose of the benefit and/ or the burden of the Agreement or any part of the Agreement. The Customer may, in the granting of such consent, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal. The Supplier shall be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.
- 8.2 Where the Supplier enters into a sub-contract for the purpose of performing its obligations under the Agreement, it shall ensure that a provision is included in such sub-contract which requires payment to be made of all sums due by the Supplier to the sub-contractor within a specified period not exceeding 30 days from the receipt of a valid invoice.
- 8.3 Where the Customer has consented to the placing of sub-contracts, the Supplier shall, at the request of the Customer, send copies of each sub-contract, to the Customer as soon as is reasonably practicable.
- 8.4 The Customer may assign, novate, or otherwise dispose of its rights and obligations under the Agreement without the consent of the Supplier provided that such assignment, novation or disposal shall not increase the burden of the Supplier's obligations under the Agreement.

9 Intellectual Property Rights

- 9.1 All intellectual property rights in any materials provided by the Customer to the Supplier for the purposes of this Agreement shall remain the property of the Customer but the Customer hereby grants the Supplier a royalty-free, non-exclusive and non-transferable licence to use such materials as required until termination or expiry of the Agreement for the sole purpose of enabling the Supplier to perform its obligations under the Agreement.
- 9.2 All intellectual property rights in any materials created or developed by the Supplier pursuant to

the Agreement or arising as a result of the provision of the Services shall vest in the Supplier. If, and to the extent, that any intellectual property rights in such materials vest in the Customer by operation of law, the Customer hereby assigns to the Supplier by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such intellectual property rights all its intellectual property rights in such materials (with full title guarantee and free from all third party rights).

9.3 The Supplier hereby grants the Customer:

9.3.1 a perpetual, royalty-free, irrevocable, non-exclusive licence (with a right to sub-license) to use all intellectual property rights in the materials created or developed pursuant to the Agreement and any intellectual property rights arising as a result of the provision of the Services; and

9.3.2 a perpetual, royalty-free, irrevocable and non-exclusive licence (with a right to sub-license) to use:

(a) any intellectual property rights vested in or licensed to the Supplier on the date of the Agreement; and

(b) any intellectual property rights created during the Term but which are neither created or developed pursuant to the Agreement nor arise as a result of the provision of the Services,

including any modifications to or derivative versions of any such intellectual property rights, which the Customer reasonably requires in order to exercise its rights and take the benefit of the Agreement including the Services provided.

9.4 The Supplier shall indemnify, and keep indemnified, the Customer in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Customer as a result of or in connection with any claim made against the Customer for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Services, to the extent that the claim is attributable to the acts or omission of the Supplier or any Staff.

10 Governance and Records

10.1 The Supplier shall:

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

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

10.2 The Supplier shall keep and maintain until 6 years after the end of the Agreement, or as long a period as may be agreed between the Parties, full and accurate records of the Agreement including the Services supplied under it and all payments made by the Customer. The Supplier shall on request afford the Customer or the Customer's representatives such access to those records as may be reasonably requested by the Customer in connection with the Agreement.

11 Confidentiality, Transparency and Publicity

11.1 Subject to clause 11.2, each Party shall:

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

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

- 11.2 Notwithstanding clause 11.1, a Party may disclose Confidential Information which it receives from the other Party:
- 11.2.1 where disclosure is required by applicable law or by a court of competent jurisdiction;
 - 11.2.2 to its auditors or for the purposes of regulatory requirements;
 - 11.2.3 on a confidential basis, to its professional advisers;
 - 11.2.4 to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;
 - 11.2.5 where the receiving Party is the Supplier, to the Staff on a need to know basis to enable performance of the Supplier's obligations under the Agreement provided that the Supplier shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause 11.2.5 shall observe the Supplier's confidentiality obligations under the Agreement; and
 - 11.2.6 where the receiving Party is the Customer:
 - (a) on a confidential basis to the employees, agents, consultants and contractors of the Customer;
 - (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company to which the Customer transfers or proposes to transfer all or any part of its business;
 - (c) to the extent that the Customer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or
 - (d) in accordance with clause 12.
- and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Customer under this clause 11.
- 11.3 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of the Agreement is not Confidential Information and the Supplier hereby gives its consent for the Customer to publish this Agreement in its entirety to the general public (but with any information that is exempt from disclosure in accordance with the FOIA redacted) including any changes to the Agreement agreed from time to time. The Customer may consult with the Supplier to inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA.
- 11.4 The Supplier shall not, and shall take reasonable steps to ensure that the Staff shall not, make any press announcement or publicise the Agreement or any part of the Agreement in any way, except with the prior written consent of the Customer.

12 Freedom of Information

- 12.1 The Supplier acknowledges that the Customer is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and shall:
- 12.1.1 provide all necessary assistance and cooperation as reasonably requested by the Customer to enable the Customer to comply with its obligations under the FOIA and the Environmental Information Regulations 2004;
 - 12.1.2 transfer to the Customer all Requests for Information relating to this Agreement that it

receives as soon as practicable and in any event within 2 Working Days of receipt;

12.1.3 provide the Customer with a copy of all Information belonging to the Customer requested in the Request for Information which is in its possession or control in the form that the Customer requires within 5 Working Days (or such other period as the Customer may reasonably specify) of the Customer's request for such Information; and

12.1.4 not respond directly to a Request for Information unless authorised in writing to do so by the Customer.

12.2 The Supplier acknowledges that the Customer may be required under the FOIA and the Environmental Information Regulations 2004 to disclose Information concerning the Supplier or the Services (including commercially sensitive information) without consulting or obtaining consent from the Supplier. In these circumstances the Customer shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the Supplier advance notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.

12.3 Notwithstanding any other provision in the Agreement, the Customer shall be responsible for determining in its absolute discretion whether any Information relating to the Supplier or the Services is exempt from disclosure in accordance with the FOIA and/or the Environmental Information Regulations 2004.

13 Data Protection

13.1 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.

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

13.3 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:

13.3.1 a systematic description of the envisaged processing operations and the purpose of the processing;

13.3.2 an assessment of the necessity and proportionality of the processing operations in relation to the Services;

13.3.3 an assessment of the risks to the rights and freedoms of Data Subjects; and

13.3.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

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

13.4.1 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;

13.4.2 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:

(a) nature of the data to be protected;

(b) harm that might result from a Data Loss Event;

- (c) state of technological development; and
- (d) cost of implementing any measures.

13.4.3 ensure that:

- (a) the Processor Personnel do not process Personal Data except in accordance with this Agreement (and in particular Schedule A);
- (b) 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:
 - I) are aware of and comply with the Processor's duties under this clause;
 - II) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
 - III) 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
 - IV) have undergone adequate training in the use, care, protection and handling of Personal Data; and

13.4.4 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:

- (a) 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;
- (b) the Data Subject has enforceable rights and effective legal remedies;
- (c) 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
- (d) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;

13.4.5 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.

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

- 13.5.1 receives a Data Subject Request (or purported Data Subject Request);
- 13.5.2 receives a request to rectify, block or erase any Personal Data;
- 13.5.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- 13.5.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
- 13.5.5 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
- 13.5.6 becomes aware of a Data Loss Event.

13.6 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.

- 13.7 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:
- 13.7.1 the Controller with full details and copies of the complaint, communication or request;
 - 13.7.2 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;
 - 13.7.3 the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - 13.7.4 assistance as requested by the Controller following any Data Loss Event;
 - 13.7.5 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.
- 13.8 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:
- 13.8.1 the Controller determines that the processing is not occasional;
 - 13.8.2 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
 - 13.8.3 the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 13.9 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- 13.10 Each Party shall designate its own data protection officer if required by the Data Protection Legislation.
- 13.11 Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Processor must:
- 13.11.1 notify the Controller in writing of the intended Sub-processor and processing;
 - 13.11.2 obtain the written consent of the Controller;
 - 13.11.3 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
 - 13.11.4 provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.
- 13.12 The Processor shall remain fully liable for all acts or omissions of any of its Sub-processors.
- 13.13 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).
- 13.14 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.
- 13.15 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.

14 Force Majeure

Neither Party shall have any liability under or be deemed to be in breach of the Agreement for any delays or failures in performance of the Agreement which result from circumstances beyond the reasonable control of the Supplier. Each Party shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than two months, either Party may terminate the Agreement by written notice to the other Party.

15 Termination

15.1 The Customer may terminate the Agreement at any time by notice in writing to the Supplier to take effect on any date falling at least 1 month (or, if the Agreement is less than 3 months in duration, at least 10 Working Days) later than the date of service of the relevant notice.

15.2 Without prejudice to any other right or remedy it might have, the Customer may terminate the Agreement by written notice to the Supplier with immediate effect if the Supplier:

- 15.2.1 (without prejudice to clause 15.2.5), is in material breach of any obligation under the Agreement which is not capable of remedy;
- 15.2.2 repeatedly breaches any of the terms and conditions of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Agreement;
- 15.2.3 is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;
- 15.2.4 undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988;
- 15.2.5 breaches any of the provisions of clauses 7.2, 11, 12, **Error! Reference source not found.** and 16; or
- 15.2.6 becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Supplier (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Supplier's assets or business, or if the Supplier makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause 15.2.6) in consequence of debt in any jurisdiction.

15.3 The Supplier shall notify the Customer as soon as practicable of any change of control as referred to in clause 15.2.4 or any potential such change of control.

15.4 The Supplier may terminate the Agreement by written notice to the Customer if the Customer has not paid any undisputed amounts within 90 days of them falling due.

15.5 Termination or expiry of the Agreement shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under this clause and clauses 2, 3.2, 6.1, 6.2, 6.6, 6.7, 7, 9, 10.2, 11, 12, **Error! Reference source not found.**, 13.1, 15.6, 16.4, 17.3, 18 and 19.7 or any other provision of the Agreement that either expressly or by implication has effect after termination.

15.6 Upon termination or expiry of the Agreement, the Supplier shall:

- 15.6.1 give all reasonable assistance to the Customer and any incoming supplier of the Services; and
- 15.6.2 return all requested documents, information and data to the Customer as soon as reasonably practicable.

16 Compliance

- 16.1 The Supplier shall promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement. The Customer shall promptly notify the Supplier of any health and safety hazards which may exist or arise at the Customer's premises and which may affect the Supplier in the performance of its obligations under the Agreement.
- 16.2 The Supplier shall:
 - 16.2.1 comply with all the Customer's health and safety measures while on the Customer's premises; and
 - 16.2.2 notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Agreement on the Customer's premises where that incident causes any personal injury or damage to property which could give rise to personal injury.
- 16.3 The Supplier shall:
 - 16.3.1 perform its obligations under the Agreement in accordance with all applicable equality Law and the Customer's equality and diversity policy as provided to the Supplier from time to time; and
 - 16.3.2 take all reasonable steps to secure the observance of clause 16.3.1 by all Staff.
- 16.4 The Supplier shall supply the Services in accordance with the Customer's environmental policy as provided to the Supplier from time to time.
- 16.5 The Supplier shall comply with, and shall ensure that its Staff shall comply with, the provisions of:
 - 16.5.1 the Official Secrets Acts 1911 to 1989; and
 - 16.5.2 section 182 of the Finance Act 1989.

17 Prevention of Fraud and Corruption

- 17.1 The Supplier shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Agreement or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement.
- 17.2 The Supplier shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Staff and the Supplier (including its shareholders, members and directors) in connection with the Agreement and shall notify the Customer immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.
- 17.3 If the Supplier or the Staff engages in conduct prohibited by clause 17.1 or commits fraud in relation to the Agreement or any other contract with the Crown (including the Customer) the Customer may:
 - 17.3.1 terminate the Agreement and recover from the Supplier the amount of any loss suffered by the Customer resulting from the termination, including the cost reasonably incurred by the Customer of making other arrangements for the supply of the Services and any additional expenditure incurred by the Customer throughout the remainder of the Agreement; or
 - 17.3.2 recover in full from the Supplier any other loss sustained by the Customer in consequence of any breach of this clause.

18 Dispute Resolution

- 18.1 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 and such efforts shall involve the escalation

of the dispute to an appropriately senior representative of each Party.

- 18.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 18.1, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the “**Mediator**”) chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.
- 18.3 If the Parties fail to appoint a Mediator within one month, or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.

19 General

- 19.1 Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.
- 19.2 A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.
- 19.3 The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.
- 19.4 The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.
- 19.5 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.
- 19.6 The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.
- 19.7 Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 19.8 If any provision of the Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.

20 Notices

- 20.1 Any notice to be given under the Agreement shall be in writing and may be served by personal delivery, first class recorded or, subject to clause 20.3, e-mail to the address of the relevant Party set out in the Award Letter, or such other address as that Party may from time to time notify to the other Party in accordance with this clause:
- 20.2 Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise delivery shall be deemed to occur on the next Working Day. An email shall be deemed delivered when sent unless an error message

is received.

- 20.3 Notices under clauses 14 (Force Majeure) and 15 (Termination) may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause 20.1.

21 Governing Law and Jurisdiction

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

22 Safeguarding

- 22.1 The Service Provider shall develop and maintain awareness and understanding of safeguarding issues with vulnerable adults, children and young people.
- 22.2 The Service Provider shall ensure that all allegations, suspicions and incidents of abuse, harm or risk of harm to children and/or vulnerable adults or where there is concern about the behaviour of an individual are reported immediately to the Council's Representative and the Adult Social Care Team in respect of a vulnerable adult or the Children's Social Care Team in respect of a child. The Service Provider's safeguarding policies and procedures should include active encouragement to staff in whistle blowing if aware of suspected abuse.
- 22.3 The Service Provider shall ensure that children and/or vulnerable adults are safeguarded from any form of exploitation including physical, financial, psychological and sexual abuse, neglect, discriminatory abuse or self harm or inhumane or degrading treatment through deliberate intent, negligent acts or omissions.
- 22.4 The Service provider shall comply with all statutory obligations and Council and Government policies (including but not limited to the Council's Safeguarding Policy, Safeguarding Guidance for Providers and the South West Safeguarding Procedures) in respect of safeguarding as applicable and amended from time to time.
- 22.5 The Service Provider shall immediately notify the Council of any information that it reasonably requests to enable it to be satisfied that the obligations of this clause 23 have been met.
- 22.6 The Service Provider must comply with any instruction given by the Council in respect of this clause 23
- 22.7 The Parties acknowledge that the Service Provider is a Regulated Activity Provider with ultimate responsibility for the management and control of the Regulated Activity provided under this Contract and for the purposes of the Safeguarding Vulnerable Groups Act 2006.
- 22.8 The Service Provider shall:
- 22.8.1 ensure that all individuals engaged in Regulated Activity are subject to a valid enhanced disclosure check for regulated activity undertaken through the Disclosure and Barring Service; and
 - 22.8.2 monitor the level and validity of the checks under this clause 23 for each member of staff;
 - 22.8.3 not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that he or she would not be suitable to carry out Regulated Activity or who may otherwise present a risk to Service Users.

- 22.9 The Service Provider warrants that at all times for the purposes of this Agreement it has no reason to believe that any person who is or will be employed or engaged by the Service Provider in the provision of the Services is barred from activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made thereunder, as amended from time to time.
- 22.10 The Service Provider shall refer information about any person carrying out the Services to the DBS where it removes permission for such person to carry out the Services (or would have, if such person had not otherwise ceased to carry out the Services) because, in its opinion, such person has harmed or poses a risk of harm to the Service Users, children or vulnerable adults.
- 22.11 The Service Provider shall ensure that all personnel engaged in the delivery of the Services regularly receive appropriate safeguarding training in relation to children and/or vulnerable adults in accordance with the Specification or as agreed by the Parties
- 22.12 The Service Provider shall appoint an individual of sufficient seniority for the safeguarding of children and/or vulnerable adults. This individual shall be responsible for the implementation and monitoring of the Service Provider's safeguarding policies and procedures in accordance with the terms of this Agreement.
- 22.13 The Service Provider shall ensure that it operates a recruitment and selection procedure which aligns with the Council's safer recruitment and disciplinary standards and which meets the requirements of legislation, equal opportunities and anti-discriminatory practice and ensures the protection of children and vulnerable adults.

23 Whistleblowing

- 23.1 The Service Provider shall:
- 23.1.1 have in place a process whereby its employees may report in confidence any alleged malpractice on the part of the Service Provider as regards any part of the provision of the Services;
- 23.1.2 not take any action against any employee pursuant to its contractual rights in respect of that employee where such employee has in accordance with the process provided pursuant to clause 24.1.1 and in good faith reported alleged malpractice on the part of the Service Provider

Annex 2 Charges



Council of the Isles of Scilly

A strong, sustainable and dynamic island community

INVITATION TO TENDER FOR St Agnes Waste Management Services

PRICING SCHEDULE

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

Desription	Value per year
Hourly rate for managing the waste site in accordanace with the specification.	£5460 +vat
Hourly rate to collect waste and recycling from householders on the Assisted Collections register.	£2600 +vat
Hourly rate to collect waste and recycling from households and businesses (to be provided for information purposes only, should the contractor wish to. Any changes to waste management activities would need to be undertaken in consultation with the community).	
Hourly rate for containerising waste in preparation for transfer to the quay.	£5200 +vat
Hourly rate for transferring material from the waste site to the off island quay, to meet the launch on scheduled collection day.	£3900 +vat
Hourly rate for litter bin collection and cleansing.	£2600 +vat

Hourly rate for collecting kit and equipment from the quay for delivery to the waste site, as required by the Council for waste management purposes.	£2600 +vat
Standard Hourly rate for other activities in relation to the specification, which does not include the use of kit and equipment supplied by the contractor.	£35 hour +vat

St Agnes Waste Management Contract

SPECIFICATION FOR SERVICES

1ST APRIL 2025- 31ST MARCH 2028



Council of the
ISLES OF SCILLY

March 2025

1. Contents

1. List of Drawings and Reference Materials
2. Specification of works
3. Variations from specification (Variant bids)

2. 1. List of Drawings and Reference Materials

- a. *Council of the Isles of Scilly Waste Reduction Strategy*
- b. *Household Waste Collection Policy*
- c. *Commercial Waste Service*
- d. *Draft Waste Site Environmental Management System*
- e. *Waste Site Logbook*

3. 2. Specification

The Council of the Isles of Scilly provides waste and recycling services for households and businesses across the Isles of Scilly. The Council is seeking to appoint a contractor to provide waste and recycling management services for the island of St Agnes.

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 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.

The Isles of Scilly Waste Reduction Strategy

[The 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 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
- 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’.

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 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. As such, this contract should offer good value for money to the Council. 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.

Service Overview and Specification

The Council seeks to contract the year-round, joined-up and holistic management of waste and recycling services on the island on St Agnes.

A full break down of the contract specification is outlined below;

The Waste Contractor shall:

1. Waste Site Operations

- 1.1. Manage household waste and recycling in accordance with the Council's Household Waste Collection Policy (Appendix B) and in particular in accordance with the waste and recycling allowances set by council for households.
- 1.2. Manage commercial waste from businesses in accordance with the Commercial Waste Service (Appendix C).
- 1.3. Any businesses seeking to dispose of residual commercial waste and dry recycling at St Agnes waste site, must be a customer of the Council. Businesses wishing to dispose of residual commercial waste and recycling at Council managed off island waste facilities need to either have signed up to the small-medium sized subscription service or, if a large producing customer, have an agreement with the Council in place. **Contractors are not permitted to allow any businesses to dispose of commercial residual waste or recycling without evidence of them being a customer.**
- 1.4. Businesses seeking to dispose of any other commercial waste i.e. bulky waste, electricals, metals, plasterboard, glass etc are required to be logged on a Commercial Waste Booking Sheet by the contractor, signed by the commercial waste producer and passed to the Council for invoicing. Waste and recycling should be contained in Council receptacles and labelled with the business' name for invoicing purposes.
- 1.5. All Commercial Waste Booking forms need to be returned electronically to the Council on a monthly basis.
- 1.6. Fees and charges apply to all off-island businesses disposing of commercial waste as per the annual fees and charges set by Council. The Council will pass on any charges incurred for the haulage of commercial waste to the St Mary's Waste Transfer Station to the customer. **Contractors are not permitted to allow any businesses to dispose of any items of commercial waste or recycling without logging and passing on the information to the Council for billing purposes.**
- 1.7. The Council will provide off island contractors with a commercial waste form so commercial waste can be recorded.
- 1.8. Collect weekly waste and recycling from any household listed on the Assisted Collections register as provided by the Council.
- 1.9. The contractor will open the waste site for minimum of 3hrs a week for island residents and businesses to bring items of waste for disposal as required.
- 1.10. If the Contractor is not able to undertake their duties as part of this contract i.e due to illness or holiday, the Contractor should inform the Council with as much notice as possible and an alternative representative sought, to carry out the contract as required.
- 1.11. The contractor is to provide evidence to the council that their representative is insured and qualified to carry out the work as defined in this contract specification.

- 1.12. The contractor or their appointed representative (who must be named on insurance documents) must be present on site to receive the waste to assist customers and to ensure that waste is accepted in accordance with the *Waste Site Acceptance Procedure (as part of Environmental Management System)*.
- 1.13. Keep the site gates locked when the Contractor or their appointed representative is not in attendance. Members of the public are not permitted access to the waste site when it is closed for health and safety reasons.
- 1.14. Place all materials brought to the site in the appropriate containers for storage and transportation to the quay and onward transfer to St Marys.
- 1.15. To not allow any waste to spill out from the site at any time. This can be avoided by ensuring regular movements of material to St Mary's.
- 1.16. Monthly site inspections must be undertaken and any defects to the site, equipment etc. must be provided and reported to the Council in writing as soon as possible.
- 1.17. Contractor must report the estimated quantities of waste on site to the Council on a monthly basis.
- 1.18. Keep the waste site tidy and free of litter and any safety hazards.
- 1.19. Operate the site in accordance with the site's draft Environmental Management System and any variations made to this over the course of the contract term. (*Appendix D*)

2. Transfer of waste to St Agnes quay for onward transfer to St Mary's

- 2.1. Transport all waste, recycling and other materials to the quay ready for shipping to St Mary's in a safe and compliant manner.
- 2.2. The contractor is to note that the off-island quays are managed by the Duchy of Cornwall and are unmanned. The contractor is required to comply with the safe and compliant containerisation and storage of waste on St Agnes quay as not to cause a health and safety issue, nuisance or environmental pollution incidence as a result.
- 2.3. The contractor is to ensure that no waste is left on St Agnes quay at any time. All waste should only be brought and stored on the quay on the day of the launch.
- 2.4. Ensure the weekly transfer of residual waste to St Mary's, working closely with the Council's inter-island haulage contractor.
- 2.5. Ensure frequent and timely movement of all other waste/recycling to avoid build-up of waste and recycling at the island's waste site, working closely with the Council's inter-island freight contractor.
- 2.6. Ensure effective and regular communication between launches to align waste removal schedules with the launch's arrival and departure times.

- 2.7. Notify St Mary's Waste Transfer Station of all waste and materials due to be transferred 24 hours in advance.
- 2.8. Contractor responsibility for the waste material is passed to the Council's inter-island haulage contractor at the point of transfer.

3. Transfer of Kit and Equipment and Other Materials for the Management of Waste

- 3.1. The Contractor is to ensure that all kit, equipment and materials sent to support waste management is collected from the off-island quays and delivered to the waste site.
- 3.2. The Contractor is required to support the Council with the delivery of any new household and business kit and equipment for the purposes of managing waste and recycling.

4. Operational Resilience

- 4.1. Contractor to prepare for disruptions to waste collection, processing and off island movement of waste e.g. due to bad weather or mechanical issues. Contractor is to notify the Council immediately of any issues which may cause breach of this contract and ability to fulfil the contracts 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. Litter bins

- 5.1. Ensure at least weekly emptying and disposal of waste from the public litter bins, ensuring litter bins are not overflowing and attracting pests. The frequency of emptying litter may need to be increased at busy periods to ensure the bins do not overflow.
- 5.2. Ensure the litter bins are cleansed as required as to ensure they do not attract pests.

6. Kit and Equipment

- 6.1. The Waste Contractor will provide all vehicles and equipment (other than that provided by the Council) and are required to carry out compliant collection, processing, storage and transportation of waste to/from and at the off-island site.
- 6.2. 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.
- 6.3. The Contractor will notify the Council immediately of any damages incurred during loading, off loading and/or in transit.
- 6.4. The Council will provide all containers required for separate residual waste and recyclates. This will include skips, dolavs, bulk bags and any other container introduced to manage waste across the islands.

7. Monitoring & Reporting

- 7.1. Ensure that up-to-date and accurate records of the site and approximate waste volumes are recorded in the site logbook. Copies of these records are required to be sent electronically to the Council on a monthly basis.
- 7.2. Complete a daily site logbook entry (*Appendix F*), on those days that the waste site is open and accepting waste, giving details of the type and quantity of wastes accepted.
- 7.3. Report all damage or maintenance requirements to the Council of the Isles of Scilly as soon as possible.
- 7.4. Report all collection and acceptance service/operational issues to the Council of the Isles of Scilly as soon as possible.
- 7.5. The contractor will ensure up to date records of waste movements are kept for the purposes of compliancy, monitoring and invoicing purposes.

8. Qualifications and Training

- 8.1. The contractor should demonstrate current knowledge in the following-
 - Environmental Awareness/waste management
 - Pollution Prevention and Response (including the Control of Substances Hazardous to Health (COSHH))
 - First Aid
 - Data Protection (GDPR)
- 8.2 The Council will provide an Introduction to Waste Management training opportunity during this contract term.

9. Community Engagement

- 9.1 The contractor will support the council in community engagement, communications and awareness in relation to waste and recycling procedures and practices on the island.

10. Partnership Working

- 10.1 The Contractor will work with the Council of the Isles of Scilly over the lifetime of this contract to identify opportunities for on island waste management practices in line with the Council's Waste Reduction Strategy.
- 10.3 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.
- 10.4 The Contractor will work with the Council of the Isles of Scilly to continually improve environmental management of off island waste sites in line with the *Waste Site Environmental Management System (EMS)* and will work with the Council to support revisions to the EMS.

- 10.5 The Contractor will work with the Council and off island waste contractors to continually improve services for waste management for the off islands.
- 10.6 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.
- 10.7 Contractors must assume that the Council will accept the waste streams specified until advised otherwise.
- 10.8 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.
- 10.9 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.
- 10.10 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.
- 10.11 Contractors will provide the Council with sustainable solutions to current and future waste legislation (including guidance and advice).

11. Contract Management

- 11.1 The contractor will attend monthly off island waste management meetings with the council's waste management team, or as required. These meetings could include representatives from the Duchy of Cornwall and the Council's inter-island haulage contractor.
- 11.2 Council waste management staff will visit off island waste management sites regularly to undertake audits and spot checks to ensure this contract is being adhered to. The council will inform off island waste contractors when they are due to visit.
- 11.4 The Council may, from time to time undertake site visits with representatives from the Environment Agency to ensure the correct and legal storage of waste is being followed. Any planned site visits will be agreed with the Waste Contractor, providing at least 7 days' notice to the Waste Contractor. It is possible for the Environment Agency to turn up announced.

12. Payments and Invoicing

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

13. Compliance

- 13.1 Provide a copy of the Contractor's employers liability, public liability insurance and indemnity insurance up to the value of £5 million each.
- 13.2 Provide copies of Method Statements and Risk Assessments for all activities undertaken as part of this contract.

- 13.3 Operate the site in accordance with the site's Environmental Management System and any variations to this following a review.
- 13.4 Contractor provide a cost effective and efficient service
- 13.5 Contractor to comply with legislation and regulations in regard to carrying and transporting waste
- 13.6 All vehicles used for providing waste collection and disposal services are to be roadworthy
- 13.7 Contractors shall be totally responsible for the construction, security and roadworthiness of the vehicles used.
- 13.8 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.
- 13.9 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.
- 13.10 Contractors are required to take efficient measures to reduce the environmental impact of their transportation activities such as waste vehicle specification, journey planning, etc.
- 13.11 The staff responsible for driving and operating the vehicles used in the delivery of services under this contract must be appropriately trained.
- 13.12 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.

14 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.