

CONTRACT for the SUPPLY of SERVICES (NON OPERATIONS)

New New Leaf Project

between

The Forestry Commissioner, acting through Forestry England (hereinafter referred to as Forestry England), acting in exercise of the powers contained in the Forestry Act 1967 and having a place of business 620 Bristol Business Park, Cold harbour Lane, Bristol BS16 1EJ.


and

The Rewild Project ("the Supplier")

- 1 The Supplier agrees to provide the Services to Forestry England in accordance with and subject to the provisions of this Contract.
- 2 The Contract Commencement Date shall be 1 September 2019.
- 3 The Contract shall consist of this document and the Schedules annexed, which are deemed to be incorporated into and form part of this Contract.
- 4 In the case of any ambiguity, inconsistency, uncertainty or conflict arising the following order of precedence shall apply in relation to the Schedules:-
 - 4.1 Schedule 3
 - Schedule 4
 - Schedule 2
 - Schedule 1
 - Schedule 5
- 5 The Contract shall be governed by and construed in accordance with the law of England and Wales and the parties irrevocably submit to the jurisdiction of the English and Welsh courts.

This Contract, which consists of this and attached five Schedules, is signed as follows:-

Signed for and on behalf of The Forestry Commissioners
on the [15TH] day of [OCT] 201[9] by:

Authorised Signatory: 

Full Name: Kevin G Stannard.

Signed for and on behalf of the Supplier/Contractor
on the [Friday 11th] day of [OCTOBER] 201[9] by:

Authorised Signatory: 

Full Name: Scott Baine

Schedule 1

Conditions of Contract for the Supply of Services (Non Operations)

As amended (January 2016)

These Conditions may only be varied with the written agreement of Forestry England. No terms or conditions put forward at any time by the Supplier/Contractor shall form part of the Contract unless specifically referred to in the Contract.

The Conditions of Contract which will apply are

Conditions of Contract for the Supply of Services (Non Operations) as amended (January 2016) and can be viewed at

<https://www.gov.uk/government/organisations/forestry-commission/about/procurement>

Schedule 2

Special Conditions/Agreed Amendments to the Conditions of Contract for the Purchase of Services

Forestry England is keen to ensure that all contractors meet the necessary quality and competency requirements throughout the contract period.

Reporting

1. Provide progress updates against the original New Leaf project plan (Appendix 1) and Project Delivery Plan – New Leaf Project (Appendix 2) the Programme team for them to include in quarterly reports to the Heritage Lottery Fund.
2. Provide monitoring and evaluation evidence of progress against NLHF outcomes (as detailed in Appendix 3) and against New Leaf Programme (as detailed in Appendix 4).

Insurance Documentation

The supplier is liable for any activities undertaken by their groups of participants or volunteers on Forestry England land (which includes Kensley Shed) and as such must hold Employer's (Compulsory) Liability Insurance of £5million and Public Liability Insurance of Minimum of £5million per claim (**Note:** It is a legal requirement that all companies hold Employer's (Compulsory) Liability Insurance of £5 million as a minimum). The Employers Liability Insurance must cover all the types of activities being undertaken under this contract.

Evidence of contents insurance for Kensley Shed will be required to cover tools and equipment purchased through the New Leaf project.

All vehicles that have been purchased through the contract must be comprehensively insured. Forestry England shall have no liability for any loss, damage, or any injury or damage caused by these vehicles unless and to the extent that the supplier /contractor is able to demonstrate that such loss or damage was caused or contributed to by the negligence of Forestry England or its employees.

Safety Standards

All services provided must comply with:

- UKWAS standards <http://ukwas.org.uk/wp-content/uploads/2017/09/UKWAS-Third-Edition-version-3.1-20122.pdf>
- FISA guides <http://www.ukfisa.com/safety-information/safety-library/fisa-safety-guides.html>. (FC staff may on occasion ask for the Contract holder to produce evidence that these guidelines are being followed e.g. FISA checklists).
- and all other relevant environmental and health & safety legislation.
- with the new **First Aid at Work Policy** which came into effect on January 2012. At least one operator will be trained in Emergency First Aid at Work + F.
- The use of Strimmers / Brushcutters / Clearing saws / chainsaws and other powered tools is prohibited unless evidence of some form of training is provided which must be provided to the Forestry Commission.

- The contractor will provide all hand tools and equipment required to allow the safe execution of identified operations. Equipment must be fully serviced and tested and meet appropriate British Safety Standards. All staff to be trained in the proper and safe use of all equipment and tools. Contractor will provide the correct PPE for the operation being carried out and this must be worn at all times.

Risk Assessments and Site Management

Comprehensive risk assessments will be required from the contractor for all events and activities held at Kensley shed to address all major hazards associated with Kenelsy shed site and with the work involved.

Comprehensive risk assessments will be required from the contractor for all operations, to address all the major hazards associated with the coppice sites and with the work involved. Generic risk assessments should be made specific to work sites in response to local site constraints and emergency planning information should be provided. These risk assessments need to take into account the level of skill of the participants undertaking the work. The risk assessment should also include how the contractor will manage safeguarding.

At the start of the coppicing season a site meeting must take place at each of the forest locations to be worked between the Contractor and the Foresters' Forest or Forestry England Representative prior to work commencing to check that all the risks associated with the planned operation have been identified and included in the risk assessment. Any additional controls to minimise the identified risks will be recorded. The responsibilities of those on site associated with the operation will also be identified and recorded and details of the work and the standard expected agreed.

The Forestry Commission / Foresters Forest will provide warning signs but the contractor will be responsible for ensuring these are displayed on obvious approaches to the work site. The contract holder will also be responsible for displaying any information signs regarding the work if supplied by the Forestry Commission or Foresters Forest. All signs will be removed from the work site by the contract holder when it is safe for members of the public to access the site.

The Contractor will be responsible for ensuring that the site is run in a professional manner, taking into account all relevant legislation and conforming to FC instructions and standards. This includes ensuring that the site supervisor has relevant experience and competency to safely manage the participants.

Regular site meetings at both Kensley and on the coppicing sites, periodic progress reviews and a formal annual review will be the basis of managing the contract although additional meetings can be requested by either party at any time within a reasonable time period.

Use of Chainsaws / Brushcutters / Chippers / Other Powered Equipment

Operators of powered equipment working on Commission Land must be in possession of and produce evidence of either, a current Certificate(s) of Competence issued by an approved awarding body or the current equivalent units or qualifications within a recognised National Vocational Qualification.

Furthermore, as from 1 October 2013, all chainsaw operators working on Commission Land must comply with current industry requirements for chainsaw refresher training as specified by FISA (Forest Industry Safety Accord).
<http://www.forestry.gov.uk/forestry/infd-8wpmrt>

- Where relevant, operators to have received training in, and where available, hold NPTC or modern LANTRA qualifications, or equivalent, covering the following work types:
 - Chainsaw Maintenance and Crosscutting
 - Fell Trees <380mm
 - Fell Trees >380mm
 - Emergency First Aid at Work training (to HSE standard), to include the Forestry context, for requirements please see: [FC First Aid policy](#) . (Note that at least two first aid trained members of staff must be on site at all times)
- Lone working with a chainsaw or other powered equipment is not permitted at any time on Forestry Commission land.

Operators of chainsaws must be identified as permit holders under Arbour Training's Permission Agreement Ref: LIC9/595.

Environmental Standards / Conservation and Heritage

Streams and water courses to be kept clear of brash, lop and top.

Sites must be kept clean, tidy and litter free. All commercial waste relating to this contract must be collected and removed from site daily e.g. product wrappers, containers, etc. All waste should be disposed of in line with current legislation.

The Forestry Commission Guidelines and UK Forestry Standard must be adhered to at all times, including Forest and Soil Conservation, Forests & Biodiversity, Forests & Archaeology and Forest & Water Guidelines

<http://www.forestry.gov.uk/fr/INFD-623H2G>

<http://www.forestry.gov.uk/fr/INFD-5W2FZT>

<http://www.forestry.gov.uk/forestry/INFD-8BVGX9>

<http://www.forestry.gov.uk/forestry/infd-8bveh4>

<http://www.forestry.gov.uk/ukfs>

This contract will be carried out in accordance with the Forestry Commission's policy of reducing the environmental impact of operations on the FSC certified estate over time. This means trying to minimise vehicle emissions as far as possible. Contractors should familiarise themselves with our Environment Policy (available using the following link: <http://www.forestry.gov.uk/forestry/infd-6z2jzm>) and work with us to deliver these aims.

Chain Oil – The use of biodegradable chain oils will be mandatory on all Forestry Commission land.

Anti-pollution equipment to be available on site at all times.

The Forest District has a wealth of conservation and heritage features and the contractor is expected to observe all timings and risk zones in order to preserve these features.

All bird nests and animal burrows etc. should be avoided. The contractor should also be vigilant to the possible presence of wasp nests etc. during the summer months. Some sites may contain veteran trees that must be protected from damage.

Any site specific conservation and heritage issues will be discussed with the contractor during a pre-commencement meeting on site.

Quality Standards:

All work carried out must be delivered to the agreed specification and quality.

Working with vulnerable adults

Enhance disclosure checks must be undertaken for of all supervisors who will be working alone with vulnerable adults.

The contractor will need to supply their safeguarding policy. The contractor will also need to ensure they follow the Forestry Commission guide *OGB16 Protecting children and vulnerable adults* which is attached in appendix 1.

Managing Participants

The contractor will need to provide their policy for managing their participants and any written guidance they might give to supervisors.

Schedule 3**Description of the Services****Work to be undertaken (description/specification of services):**

The works to be undertaken are detailed in Appendix 1 *Project Delivery Plan – New Leaf Project*, Appendix 2 *New Leaf outcomes* and Appendix 3 *New Leaf Activity plan*

Materials, goods or other consumables (if any) to be supplied:

N/A

Services Start Date:

1 September 2019

Termination Date or duration of Services:

31 March 2022

Premises:

Project to be run from Kensley Sheds, Kensley Enclosure, GR SO611121 and delivered within the Foresters' Forest Landscape Partnership programme boundary.

Authorised Access Routes / Permission:

Permission for the use Kensley shed is covered in;

Kensley Shed - Shared Use Licence -The Rewild Project (ref ADI0/10)

Permission to carry out coppicing works on agreed forest areas are covered in;

Permission Agreement: The Rewild Project (LS/7/125 and ADI0/1)

Both these permissions end on 1st February 2020 and will need renewing.

For any other activities / events not covered by the above permission / licence permission will need to sought in advance from Forestry England.

Contact details for service of notices under Contract (including email address):

For the Forestry Commission: Anne-Clare Landolt, Foresters' Forest, Forestry Commission England, Bank House, Bank Street, Coleford, Gloucestershire, GL168BA

anne-clare.landolt@forestryengland.uk

07760 301857 / 0300 067 4791

For the Supplier:

Scott Baine, Director, The Rewild Project CIC, 15 the Rudge, Yorkley, Lydney, Glos, GLIS 4SY

scottrewild@gmail.com

07811 517096

Schedule 4**Pricing and Charges**

	Detail	Cost (£)
1	Events & Marketing	1,000
2	Vehicle running costs (insurance, MOT, tax, servicing)	1,000
3	Vehicle fuel costs	600
4	Tools & Equipment	1,870
5	External instructors	1,320
6	Kensley Shed running costs	300
7	Contingency	2,910
	Total	9,000

Payment details/terms:

On submission of an invoice with appropriate supporting evidence.

Payment will be within 7 days of receipt and agreement of invoices.

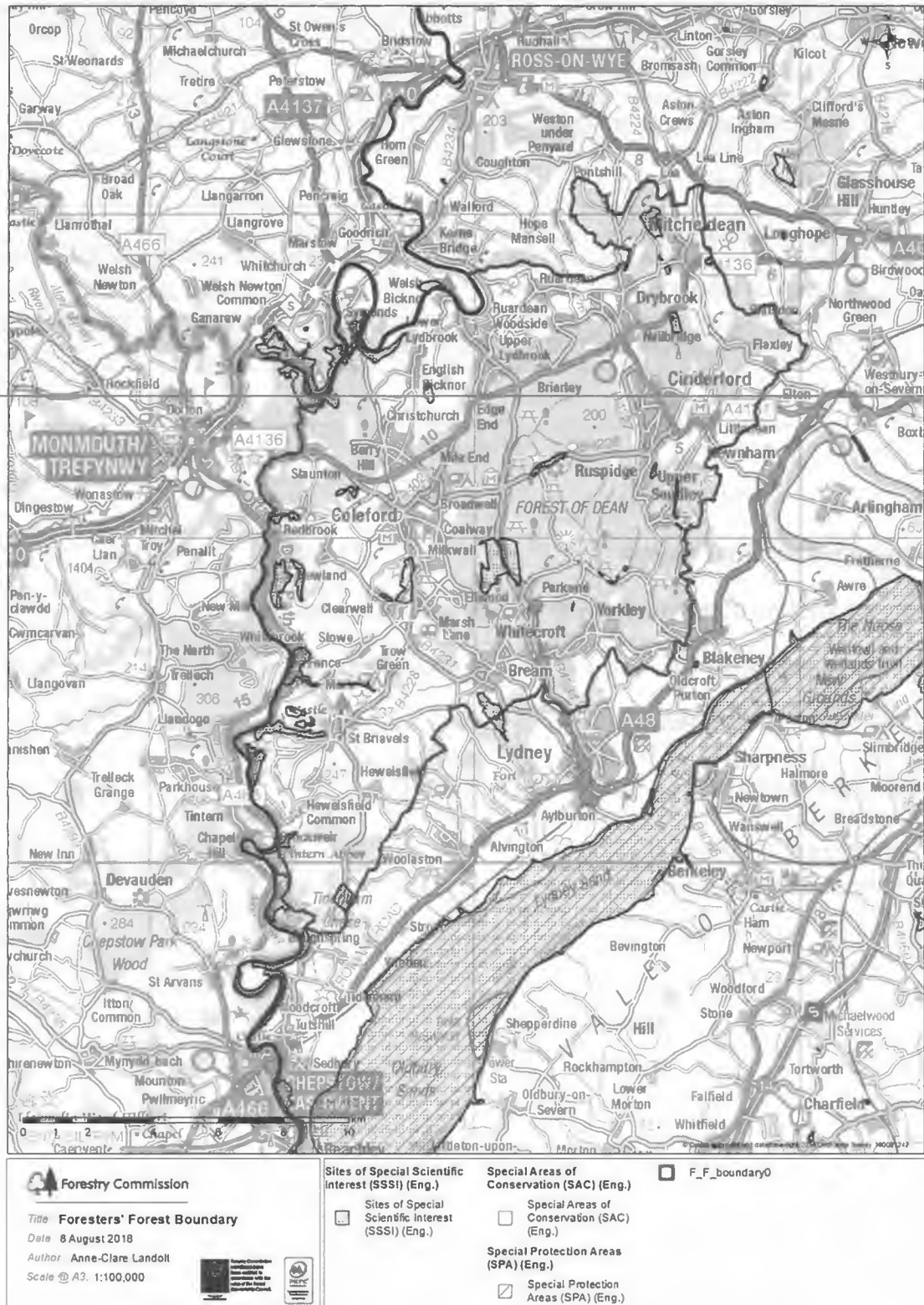
Invoices should be sent to:

Foresters Forest
Bank House
Bank Street, Coleford
Gloucestershire, GL1 8BA

Schedule 5

Contract Map

Fig 5.1 - Foresters Forest Boundary



Appendix 1

'Original New Leaf project plan' agreed with NLHF dated November 2017

Appendix 2

'Project Delivery Plan – New Leaf Project' prepared August 2019 based on delivering original New Leaf project plan

Appendix 3

NLHF outcomes revised August 2019

Appendix 4

New Leaf Programme revised August 2019

