

Award Form

This Award Form creates this Contract. It summarises the main features of the procurement and includes the Buyer and the Supplier's contact details.

Buyer	Tamsford Borough Council (the Buyer). Its offices are at: Civic Centre, Market Street, Tamsford TF1 1AA
Supplier	Name: Brightwell Digital Ltd Address: 3 Foundry Wharf, Leeds LS11 5QR Registration number: 10293847 SID4GOV ID: Not held
Contract	This Contract between the Buyer and the Supplier is for the supply of Deliverables, being the design, build, hosting and support of an online case management portal for the council's licensing team, including the public application forms and the officers' casework screens - see Schedule 2 (Specification) for full details. This opportunity is advertised in this Contract Notice in Find A Tender, reference 2026/S 000-031415 (FTS Contract Notice).
Contract reference	TBC-ICT-2026-014
Buyer Cause	Any material breach of the obligations of the Buyer or any other default, act, omission, negligence or statement of the Buyer, of its employees, servants, agents in connection with or in relation to the subject-matter of this Contract and in respect of which the Buyer is liable to the Supplier.
Collaborative working principles	The Collaborative Working Principles do not apply to this Contract. See Clause 3.1.3 for further details.
Financial Transparency Objectives	The Financial Transparency Objectives do not apply to this Contract. See Clause 6.3 for further details.
Start Date	1 December 2026
Expiry Date	30 November 2028
Extension Period	A further period of up to 12 months. The extension is exercised where the Buyer gives the Supplier no less than 3 months' written notice before this Contract expires.
Ending this Contract without a reason	The Buyer shall be able to terminate this Contract in accordance with Clause 14.3, provided that the amount of notice that the Buyer shall give to terminate in Clause 14.3 shall be 3 months.

Incorporated Terms (together these documents form the "this Contract")	The following documents are incorporated into this Contract. Where numbers are missing we are not using these Schedules. If there is any conflict, the following order of precedence applies: This Award Form Any Special Terms (see Section 14 (Special Terms) in this Award Form) Schedule 31 (Buyer Specific Terms) Core Terms Schedule 6 (Intellectual Property Rights) Schedule 1 (Definitions) Schedule 20 (Processing Data) The following Schedules (in equal order of precedence): Schedule 2 (Specification) Schedule 3 (Charges) Schedule 5 (Commercially Sensitive Information) Schedule 7 (Staff Transfer) Schedule 8 (Implementation Plan & Testing) Schedule 9 (Installation Works) Schedule 10 (Performance Levels) Schedule 11 (Continuous Improvement) Schedule 12 (Benchmarking) Schedule 13 (Contract Management) Schedule 14 (Business Continuity and Disaster Recovery) Schedule 15 (Carbon Reduction) Schedule 16 (Security) Schedule 17 (Service Recipients) Schedule 18 (Prompt Payment) Schedule 19 (Corporate Resolution Planning) Schedule 21 (Variation Form) Schedule 22 (Insurance Requirements) Schedule 23 (Guarantee) Schedule 24 (Financial Difficulties) Schedule 25 (Rectification Plan) Schedule 26 (Sustainability) Schedule 27 (Key Subcontractors) Schedule 28 (ICT Services) Schedule 28A (Agile Development Additional Terms) Schedule 29 (Key Supplier Staff) Schedule 30 (Exit Management) Schedule 32 (Background Checks) Schedule 33 (Scottish Law) Schedule 34 (Northern Ireland Law) Schedule 35 (Lease Terms) Schedule 4 (Tender), unless any part of the Tender offers a better commercial position for the Buyer (as decided by the Buyer, in its absolute discretion), in which case that part of the Tender will take precedence over the documents above.
Special Terms	Special Term 1: None.
	Special Term 2: None.
	Special Term 3: None.
Buyer's Environmental Policy	Tamsford Borough Council Environmental Policy, version 3, March 2026
Social Value Commitment	The Supplier agrees, in providing the Deliverables and performing its obligations under this Contract, to deliver the Social Value outcomes in Schedule 4 (Tender) and report on the Social Value KPIs as required by Schedule 10 (Performance Levels).
Buyer's Security Requirements	The Buyer has chosen Option 3 - Development for Schedule 16 (Security). Security Requirements: as set out in Schedule 16 (Security). ICT Policy: Tamsford Borough Council ICT Acceptable Use Policy, version 5, January 2026. For the purposes of Schedule 28 (ICT Services) the Supplier is required to comply with the ICT Policy. The Buyer's staff vetting requirements are: (i) as set out in Schedule 16 (Security) (if used); or (ii) if Schedule 16 (Security) is not used, the vetting requirements set out in this Order Form, which are: BPSS for all Supplier Staff with access to council systems; or (iii) if Schedule 16 (Security) is not used and there are no vetting requirements specified in the Order Form, Supplier Staff are to have BPSS or equivalent.
Goods	Not applicable
Charges	Build: £148,000 fixed price, paid on the milestones in Schedule 3 (Charges). Hosting and support: £2,500 a month. Indexation is not applicable. Details in Schedule 3 (Charges).
Estimated Year 1 Charges	£178,000
Reimbursable expenses	None
Payment method	BACS within 30 days of a valid, undisputed invoice quoting the PO number
Key Performance Indicators	Not applicable. No Service Credit Cap, Service Period or Critical KPI Failure applies.

Liability	In accordance with Clause 15.1 each Party's total aggregate liability in each Contract Year under this Contract (whether in tort, contract or otherwise) is no more than the greater of £500,000 or 150% of the Estimated Yearly Charges. In accordance with Clause 15.6, the Supplier's total aggregate liability in each Contract Year under Clause 18.6.4 is no more than the Data Protection Liability Cap, being £1,000,000.
Progress Meetings and Progress Reports	The Supplier shall attend Progress Meetings with the Buyer every month. The Supplier shall provide the Buyer with Progress Reports every month.
Guarantor	Not applicable: no guarantor
Virtual Library	In accordance with Paragraph 2.2 of Schedule 30 (Exit Management) the period in which the Supplier must create and maintain the Virtual Library is as set out in that Paragraph; and the Supplier shall update the Virtual Library every quarter.
Supplier's Contract Manager	Owen Pask, Delivery Director, owen.pask@brightwell.example, 0113 496 0201
Supplier Authorised Representative	Nadia Firth, Managing Director, nadia.firth@brightwell.example, 0113 496 0200
Supplier Compliance Officer	Leon Achebe, Head of Compliance, leon.achebe@brightwell.example, 0113 496 0207
Supplier Data Protection Officer	Clare Munro, Data Protection Officer, dpo@brightwell.example, 0113 496 0209
Supplier Marketing Contact	Imogen Hale, Marketing Manager, imogen.hale@brightwell.example, 0113 496 0212
Key Subcontractors	Halden Cloud Ltd (company number 11223344): hosting of the portal in its UK data centres
Buyer Authorised Representative	Priya Ostrowska, Head of Licensing, priya.ostrowska@tamsford.example, 01632 960 410

Signatures

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:	Nadia Firth	Name:	Priya Ostrowska
Role:	Managing Director	Role:	Head of Licensing
Date:		Date:	