

INVITATION TO TENDER (ITT)

Tree Surgery - Immediate Remedial Works

14th January 2026 to 28th February 2026

Closing date and time for submission of tenders:

Midday - Wednesday 07 January 2026

Lostwithiel Town Council
Edgcumbe House
Fore Street
Lostwithiel
Cornwall
PL22 0BL

01208 872323

clerk@lostwithieltowncouncil.gov.uk

CONTENTS

			Page
ln	vitation to Tender	-	3-5
A	ppendices		
•	Appendix A	Standard Conditions of Contract	6-9
•	Appendix B	Specification of Works	10
•	Appendix C	Schedule of Works	11
•	Appendix D	Commercial Information	12-17
•	Appendix E	Tender Letter	18-19
•	Appendix F	Fixed Price Schedule	20
•	Appendix G	Declaration	21
Te	ender Assessmer	nt and Evaluation	22-23
W	arranties & Discla	aimers	23
Fr	eedom of Informa	ation	24
G	eneral Data Prote	ection Regulations	24

INVITATION TO TENDER

Lostwithiel Town Council ("the Council") hereby invites tenders for the carrying out of the service of tree surgery for immediate remedial works in accordance with the Contract documents attached, which comprise of:-

Appendix A Standard Conditions of Contract

Appendix B Specification of Works

Appendix C Schedule of Works

Appendix D Commercial Information

Appendix E Tender Letter

Appendix F Fixed Price Schedule

Appendix G Declaration

- 1. The tender is for a completed schedule of works. Please quote your price excluding VAT.
- 2. Prospective Contractors should ensure that they are completely familiar with the nature and extent of the obligations to be accepted by them if their Tender is accepted.
- The Price submitted must indicate the rate for carrying out each element of the Contract.
- 4. Any queries regarding the interpretation of any part of the Contract documents should be addressed to the Town Clerk by no later than two weeks before the closing date.
- 5. The tender shall be submitted with the Tender Letter attached at **Appendix E** & Fixed Price Schedule at **APPENDIX F**.
- 6. Tenders will only be considered if evidence of the following is enclosed with the tender form:-
 - Public Liability Insurance to a value of £5,000,000
 - Employer's Liability Insurance to a value of £5,000,000
 - Written confirmation that any accident will be reported in writing to the Council within 48 hours of the event
 - Written confirmation on how the contract will comply with all current existing Health
 & Safety Regulations, in particular, but not limited to, the following:
 - a) The Health & Safety at Work Act 1974
 - b) The Management of Health & Safety at Work 1999
 - c) Provision & Use of Work Equipment Regulations 1998
- 7. The successful contractor will be required to satisfy the Town Clerk of their knowledge, understanding and compliance with these regulations. Spot checks will be carried out. Contractor staff should wear the required Personal Protective Equipment at all times and the Contractor should inform the Town Council of any unsafe feature or any matter of cause for concern.

- 8. Before tendering the Contractor is advised, at his/her own discretion, to visit the sites to satisfy themselves as to the full extent of the Contract Specification. No claims arising from failure to do so will be accepted.
- 9. The Council will be holding a viewing morning on Thursday 11 December at 10am. The Town Clerk will meet all prospective tenderers at King George V playing field Cattle Market car park entrance gates. Please confirm your attendance by email to Sandra Harris at the following email address clerk@lostwithieltowncouncil.gov.uk before midday on Tuesday 09 December. All clarification requests should also be submitted to the same email address with Tender Clarification request entered in the email subject bar.

All tender guery responses will be made available to all potential tenderers.

10. The successful tenderer will be responsible for site safety for the duration of the works. On completion the contractor will make good and reinstate all disturbed surfaces and clear up surplus materials and debris and dispose offsite to a licensed tip or the contractor's own premises.

General Specifications

- 11. The Contractor shall provide all labour, equipment and materials required to perform the contract work.
- 12. The Contractor will be responsible for the Health & Safety of their employees and the public liability towards the general public.
- 13. The Contractor will supervise their staff effectively to ensure performance standards are met and to ensure that they perform their duties in a way that reflects positively on the Town Council.
- 14. The Contractor will ensure that all staff have the relevant training and ability to carry out the tasks set out in the specification below.
- 15. Prospective Contractors should note that the Council is not bound to accept the lowest, or any tender. The Council's decision is final, and no correspondence will be entered into on the reasons why a tender has been rejected.
- 16. The Tender should incorporate provision for annual increases in line with National Minimum Wage or National Living Wage if applicable.
- 17. The successful Tender together with the Council's written acceptance shall form a binding agreement in the terms of the Contract documents
- 18. If having examined the Tender documents, you wish to submit a tender you should:
 - a) Fully complete and return the following documents:

Appendix D Commercial Information

Appendix E Tender letter
Appendix F Price schedule
Appendix G Declaration

b) Return tenders and all related documentation as follows: -

DO NOT OPEN - TENDER FOR TREE SURGERY - IMMEDIATE REMEDIAL WORKS

Mrs S Harris

Town Clerk

Lostwithiel Town Council

Edgcumbe House

Fore Street

Lostwithiel

Cornwall

PL22 0BL

By midday on Wednesday 07 January 2026

Tenders received late will not be considered.

- a) Please note that Tenders must be returned in a plain sealed envelope by midday on Wednesday 07 January 2026
- b) Should you choose not to post your tender please be advised that it will not be possible to hand deliver it to a member of staff the tender will need to be left in the black post box outside the Taprell House courtyard black metal gates.
- c) Tenders submitted electronically by email or fax will not be accepted. A tender that is not sealed, is received after the appointed time for receipt or is in an envelope that has a mark identifying the candidate will be considered an irregular tender.
- d) All tenders will be opened after the date and time appointed for the receipt of tenders for the proposed contract by the Town clerk in the presence of two Town Councillors. All bidders will be notified simultaneously and as soon as possible of any contracting decision.

TIMETABLES

The project stages are detailed below.

Project Stage	Date
Viewing morning	11 December 2025 10am
Target date for response to clarifications	18 December 2025
Deadline for receipt of tenders	07 January 2026 Midday
Evaluation of tenders	13 January 2026
Notification of contract award	14 January 2026

Tenderers should note that this is an indicative timetable only and may be subject to change. Any changes will be communicated to all Tenderers as soon as possible.

Tendering of the contract is the responsibility of Lostwithiel Town Council and your only point of contact is the Town Clerk on 01208 872323 or via email clerk@lostwithieltowncouncil.gov.uk

Prospective contractors are not permitted to contact Councillors or office staff to canvass or encourage support for their tender outside of the prescribed process.

STANDARD CONDITIONS OF CONTRACT

Contract Documents

The Contract Documents comprise:

Appendix A Standard Conditions of Contract

Appendix B Specification of Works

Appendix C Schedule of Works

Appendix D Commercial Information

Appendix E Tender Letter

Appendix F Fixed Price Schedule

Appendix G Declaration

Officer

The Officer will be the Town Clerk of Lostwithiel Town Council.

Extent of Work

The work will comprise of a range of tree safety operations which may include, but not be limited to:

Tree felling
Ground-based tree pruning
Aerial tree pruning
MEWP work
Chipper work
Traffic management

Note: It is the responsibility of the contractor to organise any traffic management required and to apply for the necessary licences, ensuring compliance. Any traffic management costs must be itemised in the tender price. The Town Council will apply to Cornwall Council for the consent to undertake works to trees within the Conservation Area.

You may be required to work in isolated areas, in close proximity to buildings, structures, cemeteries and car parks or immediately adjacent to busy roads.

The schedule of works will describe tree works required for each job

Quality Standards

- Provide all relevant tools, equipment (including warning signs & cones / spills kits / PPE / 1st aid kits etc and consumables to allow safe working practice to occur
- All work carried out to BS 3998 (2010) Tree Work Recommendations
- Unless otherwise instructed, remove all timber from site
- Unless otherwise instructed, chip all brushwood and remove from site
- Unless otherwise instructed, leave stumps as close to ground level as possible
- Leave each worksite in a safe and tidy condition with unfinished work clearly cordoned off from the public.

Site Details

The sites are:-

- Shire Hall Moor
- Coulson Park & Quay Street
- King George V playing field
- Second Island park Amenity land heavily used by dog walkers
- Castle Hill Cemetery and Allotments
- Bodmin Hill

Site Access

Castle Hill Cemetery & King George V play area access gates are all locked with either a key padlock or a combination padlock. Upon commencement of the contract the contractor will be issued with the key code and keys for access purposes. The contractor will return the key to the office at the termination of this agreement.

The contractor is only permitted to access the sites for the performance of this contract and for no other purpose without seeking prior permission from the Office.

Workmanship and Equipment

The workmanship must be of the highest standard and shall conform to all relevant British Standards, Specifications and Codes of Practice.

Commercial Waste Disposal

All commercial waste must be disposed of in the correct manner. The Contractor must ensure and make a copy available to Council of their up-to-date Waste Carrier's Licence.

Additional Facilities

The Town Council could add additional facilities during the period of the Contract, and should this occur then the cost of any additional work should be agreed in advance and added to the contract.

Duration of Contract

The contract is for completed works to be carried out between 14th January 2026 and 28th February 2026 as per the schedule of works herein.

Payment to Contractor

The Contract will be paid at the end of the completed works.

Deductions / Penalty Clause

The Town Council has an obligation to the tax payer to ensure that contracts are being delivered as specified. This will, on occasion require spot checks on the work undertaken.

Following an inspection should it be established that the works are unsatisfactory, the contractor will be asked to make good the shortfall at no further cost to the Council.

Termination of Contract

Either party may, without reason, terminate the Contract, in writing, giving one months' notice

Insurance

The Contractor is required to have a minimum of £5,000,000 public liability insurance and a minimum £5,000,000 Employers' Liability Insurance. Current Certificates of Insurance to this effect must be included in the tender.

The Contractor shall indemnify the Council against any claim or proceedings for any injury or damage to any property or persons or animals as a result of negligence, poor workmanship or failure to notify the Council of any action likely to cause injury or damage to a third party.

Copies of the Certificates of Insurance shall be provided in advance of commencement of works.

Health and Safety

The Contractor shall accept full responsibility for compliance with the Health and Safety at Work Act 1974 and all other Acts and Regulations at all times in carrying out the services described in this agreement.

We may require evidence to demonstrate that the requirements/recommendations as detailed within the forest industry code, FISA/AFAG 805 'Training and Certification' are being met.

- All aerial work to comply with the Work at Height Regulations 2005 (following industry best practice guidance)
- All climbing and rigging equipment must be covered by a current independent certificate
 of thorough examination as required by the Lifting Operations and Lifting Equipment
 Regulations LOLER 1998 regulations
- The Contractor to draw up and have ready an Emergency Action Plan relevant to each site prior to operational commencement
- The Contractor to draw up, communicate and implement a written Risk Assessment for each work situation.
- Plan, organise and work in accordance with all the relevant AFAG/FISA/Arboricultural Association/HSE/UK Standards (including Forest and Water Guidelines)
- Always have at least 2 operators increased to 3 for aerial work on site including a ground-based qualified, competent and equipped aerial rescuer during aerial work

Qualifications

Use of chainsaws

Chainsaw operators must be in possession 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 Operators to have received training in, and hold relevant qualifications, or equivalent, covering the following work types:

Chainsaw Maintenance and Crosscutting

Fell Trees>
Fell Trees<
Sever Individually Windblown Stems
Climb Trees and Perform Aerial Rescue
Chainsaw Use From a Rope and Harness
Tree Pruning Operations
Tree Dismantling Operations
Use of Mobile Elevated Work Platforms
Use of Stump Grinders
Use of Brushwood Chippers
Traffic management as appropriate for the

Traffic management as appropriate for the relevant local authority Emergency First Aid at Work training (to HSE standard), to include the Forestry context.

(Note that at least two first aid trained members of staff must be on site at all times).

Biosecurity

As part of precaution against transferring various diseases from one plantation to another, there may be a requirement to disinfect equipment especially chainsaws and handsaws before use, after use, before moving to a new site and again at the end of each working day.

Environmental Standards

Damage to any nesting bird or burrowing animal is unacceptable and may be illegal. The contractor will take every care that all work complies with the Wildlife and Countryside Act 1981; and Conservation of Habitats and Species Regulations 2010 (as amended). In particular, operators must be familiar with potential bat habitats / signs of bat activity. On discovery of a suspected bat roost which may be affected by tree safety works the Contractor must stop work and report the roost sites to the Town Clerk and not commence works until permission is granted to proceed.

A pollution control kit should be maintained suitable for the control of any spillage.

Specification of Works

- 1. The Contractor will at all times during the period of the Contract ensure that machines are properly guarded and maintained so as to present no danger to the operator, surrounding structures, vehicles or any person in the vicinity of operations. The Contractor will provide his staff with all safety equipment, (boots, reflective vests etc.), and will ensure that staff use these at all times they are engaged in work for the Council.
- The contractor will ensure that any relevant signage is always in place prior to commencement of works and insurance cover for lone working must be included in the contractor's insurance. All areas contained in this tender are available to the general public at all times.
- All persons operating machinery must be appropriately trained, and the Council
 reserves the right to ask the Contractor to provide adequate proof that his operators
 are well trained, conversant with Health and Safety legislation and competent in their
 operating methods.
- 4. All arising's from tree maintenance, where collection is required, are to be removed from site and correctly disposed of.
- 5. Great care must be taken to ensure the safety of any persons in the vicinity of the works activities and a 'banks man' system should be employed to control access to the area of work.
- 6. No works are to be undertake at Castle Hill Cemetery whilst an interment is taking place.
- 7. The Council has an agreed Climate Control Policy and requires tenders to ensure all equipment and materials used comply without exception to the Council's Environmental Policy https://www.lostwithieltowncouncil.gov.uk/data/uploads/1719 848065251.pdf

NOTE: None of the sites have access to toilets or running water – so the contractor will

need to make their own arrangements for their staff welfare.

Appendix C

SCHEDULE OF WORKS

See attached separate spreadsheets:-

- Schedule of Works Immediate Remedial Works
- Schedule of Works Tree location maps and photos

COMMERCIAL INFORMATION

Part A

A.1.	Company/Organisation identity
A.1.1	Company name of organisation submitting the tender:
A.1.2	Company Registration Number and/or VAT Reg Number (where applicable)
A.1.3	Contact name and position in organisation:
	Name:
	Position:
A.1.4	Company address:
A.1.5	Contact telephone number(s) and email address:
	Tel:
	Email:
A.1.6	Company website address:
	Website:
A.1.7	Company Registered Address if different from above:

A.2 Insurance

the required information regarding your company/organization's insurance cover:					
Public Liability Insurance Min £	Public Liability Insurance Min £5,000,000				
Insurer					
Policy Numbers					
Expiry Date					
Limits of indemnity (per occurrence and aggregate)					
Excess (if any)					
Employers Liability Insurance £	5,000,000				
Insurer					
Policy Numbers					
Expiry Date					
Limits of indemnity (per occurrence and aggregate)					
Excess (if any)					
	and designation of the person responsible for the ganisation's Health and Safety Policy.				
A.3.2 If you employ 5 or more earned Safety policy.	3.2 If you employ 5 or more employees, please enclose a copy of your current Health and Safety policy.				
Health and Safety measu	.3 If you employ less than 5 employees, please tell us how you ensure that your Health and Safety measures are put into place and practiced within your organisation (please provide details on additional page(s) as required).				

A.2.1 Please provide a copy of your organization's insurance certificates and provide

A 4	Environmental Sustainability
A.4.1	Please enclose a copy of any environmental management certification that your organisation holds. If you do not have any certification, please detail how your organisation complies with environmental legislation (please provide details on additional page(s) as required).

Part B

TECHNICAL CAPABILITY

B.1 Previous Experience

B.1.1 Please provide information of your organisation's technical capacity and expertise and experience over the past five years of carrying out similar services under a formal contract to the public sector, in particular parish councils or other public bodies (please provide details on additional page(s) as required).

B.2.2 Please provide details of your current training policy/procedures (including any health and safety training) and describe how you ensure that skills are maintained. Max 400 words (please provide details on additional page(s) as required).

Part C References – please provide 2 references

References

Please provide reference details of two companies for which you have delivered similar contracts (within the last 3 years). Please note that your references will be contacted during the tender process to ensure immediate start of the contract.

Company name	
Address	
Contact name	
Telephone number	
Email Address	
Description of goods/works/services undertaken	
Date contract awarded	
Length of contract	
Type of contract	
Value of contract (£)	
Details of relevant qualifications, skills, memberships of professional bodies, etc, used in support of delivery of the contract	
Contract Details of known risks involved with delivery of this type of work and suggested mitigations	

Part D TECHNICAL PROPOSAL D.1 Service Requirements D.1.1 Please detail below the format in which your organisation can receive service requests from the Town Council:

D.2 Quality of work and Supplier conduct

D.2.1 Please detail the checks that your organisation will make to ensure that the services will be carried out by a suitably trained and competent team / member of staff:

D.3 Sub-Contracting

D.3.1 Please confirm that all work will be undertaken in house and not sub-contracted.

TENDER LETTER

The following letter should be included in your tender offer.

LOSTWITHIEL TOWN COUNCIL

(FOR THE ATTENTION OF: Mrs S Harris, Town Clerk)

Date:

Dear Sirs,

Contract for: Lostwithiel Town Council Tree Surgery – Immediate Remedial Works

Please find enclosed my / our tender pricing for the above contract.

I / We have read the information provided in your Invitation to Tender and subject to and upon the Terms and Condition contained in paragraph 3 below - Contract Documents, I / We agree to complete the work in accordance with the Invitation to Tender, Standard Contract Terms, Specification of Works and Schedule of Works.

- 1. By submission of this Tender, I / We warrant that:
- The fixed price in the Tender has been arrived at independently, without consultation, communication, agreement or understanding for the purpose of restricting competition, as to any matter relating to such prices, with any other Tenderer or with any competitor.
- Unless otherwise required by law, the prices which have been quoted in the Tender
 have not knowingly been disclosed by the Tenderer, directly or indirectly, to any other
 Tenderer or competitor, nor will they be disclosed.
- No attempt has been made or will be made by the Tenderer to induce any other person or firm to submit or not to submit a Tender for the purpose of restricting competition.
- No attempt has been made directly or indirectly to canvass any Lostwithiel Town Councillor or employee of Lostwithiel Town Council or anyone acting on the Council's behalf concerning the award of the contract which is the subject of this invitation to tender.
- The fixed price quoted in this Tender is valid for 30 days and I / we confirm that the Terms of Tender will remain binding upon me / us and may be accepted by you at any time before that date.
- 3. I / We are able and willing to complete the whole of the Works on or before 28th February 2026.
- 4. I / We expect that the works will take weeks to complete.

- 5. Any Contract which may result from this Invitation to Tender will contain the following documents changed only in accordance with any agreement reached during the post-tender clarification and negotiation:
 - The Specification of Works Appendix B
 - The Schedule of Works Appendix C
 - The price submitted in the Fixed Price Schedule Appendix F
- 4. I / We note that the Contract shall be valid upon acceptance and signatures by both parties of the Contract Documents
- 5. I / We understand that Lostwithiel Town Council is not bound to accept the lowest or any Tender and that the Council will not be responsible for any expense incurred in preparing this Tender.
- 6. I / We agree that any Contract that may result from this Tender shall be subject to English Law.
- 7. I / We agree to bear all costs incurred by me / us in connection with the preparation and submission of this Tender and to bear any further costs incurred by me / us prior to the award of any Contract.
- 1. I / We agree that any other terms or conditions of Contract or any general reservation which may be printed on any correspondence emanating from me / us in connection with this Tender or with any other Contract resulting from this Tender, shall not be applicable to this Tender or to the Contract.

By signing and submitting this tender form you agree that you fully understand the commitments and requirements contained therein and, if successful are willing to be bound to the contract as expressed therein.

Dated this			day of			20
Signature:						
Name:						
In the capacity (Please state offici			Director, Mana			
being a person	duly authorise	d to siç	ın tenders o	on behalf o	f	
Tenderer's Nan	ne:					
Contacts:	Landline :					
	Mobile :					
	Email :					

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Fixed Price Tender £..... (VAT exclusive)

The following will comprise the fixed price tender for the contract to provide Tree Management. Lostwithiel and submission to Lostwithiel Town Council will be deemed as acceptance of the specifications.

Tender for Tree Surgery – Immediate Remedial Works	£
Total fixed cost	

DECLARATION

I / we certify that the information supplied is accurate to the best of my knowledge and belief.

I / we understand that Lostwithiel Town Council may contact anyone to verify this information, and that false or misleading information could result in my/our exclusion from the tender list.

I / we also understand that it is a criminal offence, punishable by imprisonment to give or offer to give any gift or consideration whatsoever as an inducement or reward to any servant or member of a public body. In addition, your specific attention will be drawn to the clause in the proposed contract empowering the Council to cancel the contract and to recover any loss from the contractor if the contractor has offered any gift or inducement of any kind in relation to obtaining the contract.

In addition, no person acting on behalf of or representing the persons or firm submitting this tender has:

- a) Committed an offence under the Prevention of Corruption Acts 1889 to 1916 (or any amendments to them) or Section 117(2) of the Local Government Act 1972 or the Bribery Act 2010 or given, solicited or accepted any fee or reward or any form of money.
- b) Committed any fraud in connection with this or any other Council contract whether alone or in conjunction with Council members, contractors or employees.

I/We understand that the Council may cancel the contract we me/the firm if there is any evidence of any failure on my/the firm's part to comply with any of the above and if necessary, take legal action against me.

Signed:	
Position held:	
For and on behalf o	f:
Date:	

Before returning this application form, please ensure that you have:

- Answered all questions.
- Enclosed all relevant documents.
- Completed the above declaration.

Tender Assessment

Experience and Quality

The scoring as specified below is designed to assist the Town Council in determining the most appropriate contractor to instruct but the scoring result will not be binding on the Town Council.

The Town Council will wish to ensure that the work is carried out in a suitable manner both in terms of carrying out the work on the ground and interaction and communication between the contractor and the Town Council.

This section will be assessed in terms of how completely the requirements in the specification and performance standards have been addressed.

Tender Evaluation

Tender award criteria and weighting

Part A	
Covering Letter	Pass/Fail
Part B	
Examples of relevant knowledge and	
experience	25%
Part C	
Amount of tender	75%

The amounts of the tenders will be scored on a comparative basis.

Please see the equation below: -

Quality criteria Scoring matrix

Score	Judgement	Interpretation
10	Excellent	Exceptional demonstration of relevant ability. Evidence provided to support the response
8	Good	Above average demonstration of relevant ability. Majority of evidence provided to support the response
6	Acceptable	Demonstration of relevant ability. Some evidence provided to support the response
4	Minor Reservations	Some minor reservations of the relevant ability

		Little or no evidence to support the response
2	Serious Reservations	Considerable reservations of the relevant ability. Little or no evidence to support the response
0	Unacceptable	Insufficient information provided

Tenders:

- Tenderers shall ensure that the tender response is compliant with all statutory and other provisions to be observed and performed in connection with any subsequent award of contract.
- 2. Tenderers should note that all the requirements detailed in the tender document supersede all detail, documents and discussions prior to the issues of this tender.
- 3. Tenderers should note that the Town Council does not bind itself to accept or reject the lowest or any tender, and reserves the right to accept or reject any tender, either in whole or in part, or to annul the tender and not to award any contract. The Town Council will not be responsible for any costs incurred by the contractor.
- 4. As part of the tender evaluation process the Town Council may shortlist from the offers received and short-listed tenderers may be invited to give a presentation to the Town Council. Detailed arrangements for any presentation will be issued nearer the time.
- 5. The Town Council may enter into limited post tender clarification following receipt of the tender responses.

If your tender is successful the Town Council will require prior to the commencement of any works the following documents:

- Detailed programme of works and method statements illustrating how the works will be undertaken.
- Agreement on how you will comply with:
 - a) the Health & Safety at Work Act 1974
 - b) the Management of Health & Safety at Work 1999
 - c) Provision & Use of Work Equipment Regulations 1998
 - d) Work at Height Regulations 2005
 - e) Lifting Operations and Lifting Equipment Regulations LOLER 1998 regulations
- Written confirmation that you will carry out and provide copies to the Town Council of your written risk assessments and method statements prior to undertaking any works.

Warranties & Disclaimers

Whilst the information contained within this tender documentation is believed to be correct at the time of issue, tenderers should not rely on the information and should carry out their own due diligence checks and verify the accuracy of the information. The Council will not accept any liability for its accuracy, adequacy or completeness. This exclusion extends to liability in relation to all information including any statement, opinion or conclusion contained in, or any omission from this tender and in respect of any other written or verbal communication transmitted or made available to any tenderer

Freedom of Information

Under the Freedom of Information Act 2000, members of the public or any interested party may make a request for information to the Council.

Information contained in your tender documents will be treated as commercially sensitive and not subject to disclosure until a successful tender has been awarded.

After the tender has been awarded the information in your tender may be disclosed upon request to members of the public or interested parties.

If your tender documents or any information therein is commercially sensitive then the onus is on you, as the tenderer, to ensure that this information has been clearly identified to the Council

General Data Protection Regulations

A copy of the Town Council's General Data Protection Regulations -General Privacy Notice is available on the Town Council's website http://www.lostwithieltowncouncil.gov.uk/data/uploads/1078 1242440435.pdf