

APPENDIX A

**WITLEY & MILFORD PARISH COUNCIL
CONTRACT FOR GROUNDS MAINTENANCE
FOR THE PERIOD 1st MARCH 2025 – 28th February 2026**

STANDARD CONDITIONS OF CONTRACT

Contract Documents

The Contract Documents will comprise:

Appendix A Standard Conditions of Contract
Appendix B Specification of Works
Appendix C Schedule of Works
Appendix D Site Locations & Plans
Appendix E Form of Tender
Appendix F Questionnaire

Officer

The Officer will be the Parish Clerk, Sarah Nash.

Between

The Council:

Witley & Milford Parish Council
Council Office
Milford Village Hall
Portsmouth Road
Milford
Surrey
GU8 5DS

and

The Contractor:

Contract Description

Witley & Milford Parish Council is looking to appoint a contractor for the maintenance of its green spaces for an initial term of one year with the possibility of extending to two years.

1. Extent of Work

Generally, the work will comprise the cutting of grass and hedges within the sites, including strimming around play equipment, outside furniture, trees, bushes, fences, hedges and all other authorized site fixtures and fittings and the removal of all grass and hedge clippings.

2. Site Details

The sites are situated throughout the area of the Parish of Witley & Milford (see Appendix D).

3. Workmanship and Equipment

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

4. Methods of Work and Behaviour

- 4.1** The services provided under this contract are in areas which are frequented by, and provided for the use of, the public. The Contractor, its employees, its agents and all those involved in carrying out the work shall behave in a polite and proper manner and in a manner as to cause no danger, and the absolute minimum inconvenience and obstruction to the public.
- 4.2** The Contractor shall, at its own expense make good or, if in the reasonable opinion of the council replace with new, as soon as practicable any damage caused during maintenance operations, including any

damage caused by the incorrect use of machinery and the carrying out of work during unsuitable weather or ground conditions.

- 4.3** The Contractor shall ensure that all waste is disposed of promptly, safely and in accordance with current legislative requirements and best practice. No waste or other materials shall be burnt at any location except with the prior specific written permission of the Clerk. In particular the Contractor shall be responsible for the completion of all transfer notes required to be given by such legislation in connection with waste and shall retain the same supplying copies to the Council when required.
- 4.4** The Contractor, its employees, its agents and all those involved in carrying out the work shall not play musical instruments, radios and other devices fitted with loudspeakers at locations where they may cause annoyance to the public, or bring dogs or other animals onto the sites or any other Council land or premises, without the prior written permission of the Clerk.
- 4.5** The Contractor shall ensure there is no public access to mechanical or motorised plant and other machinery used in the performance of the work at any time.
- 4.6** The Contractor will at all times during the period of the contract ensure that mechanical or motorized plant and other machinery is 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 its staff with all safety equipment, (boots, reflective vests etc.), and will ensure that staff use these at all times they are engaged in work on the Council's sites.
- 4.7** All persons operating machinery of any description must be satisfactorily 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.
- 4.8** A schedule of the work shall be submitted in advance and details of completed works (such as a tick sheet with comments), submitted monthly by the contractor in all cases to the Clerk.
- 4.9** A regular inspection will be carried out by a member of the Council's staff throughout the period of the contract to ensure the work is completed in accordance with the specification of works.

5. Additional Erection/Installation

The council shall be entitled to erect additional outside fixtures and fittings on the sites during the period of the contract and the contractor shall not be entitled to adjust the contract price as a result of such additional fixtures and fittings.

6. Payment to Contractor

- 6.1** The contractor will submit a monthly account, in arrears, throughout the period of the contract for all work carried out. All accounts shall be inclusive of VAT.
- 6.2** Since it is not possible to predict accurately the precise number of cuttings etc which may be required on any site in any one year, the schedule of works includes an estimated number of cuttings. The contractor will be paid on a pro-rata basis for more or less than this number, dependent upon the prevailing weather conditions throughout the growing season.

7. Health and Safety

- 7.1** Without limiting either Party's statutory and/or regulatory duties and responsibilities and/or the specific health and safety requirements of this Contract, the Parties will endeavour to establish and maintain a culture and working environment in which health and safety is of paramount concern to everybody involved with the project.
- 7.2** The Contractor will provide and use its own equipment in order to carry out the works and warrants to the Council. That the same are suitable to carry out the works and will be maintained in good, clean and safe working order and be fully insured.
- 7.3** The Contractor shall be under a general obligation to ensure that all the works carried out in the pursuance of this contract are undertaken at all times in a safe manner, causing no danger to its employees, the Council or any member of the public.
- 7.4** The Contractor shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, regulations, orders, or codes of practice pertaining to health and safety. It shall ensure that its employees are provided with first aid materials and are properly trained in first aid procedures as required by the Health and Safety (First Aid) Regulations 1981 as amended.
- 7.5** When working on or adjoining highways, the contractor shall at all times comply with the regulations as outlined in Chapter 8 of the Department of Transport Traffic Signs Manual, updated 2009, and any subsequent amendment thereof.

8. Reporting of Incidents

- 8.1** All accidents, acts of vandalism, incidents of damage and other incidents which occur in the sites shall be reported to the Clerk immediately and, if appropriate, in accordance with the Reporting of Injuries and Diseases and Dangerous Occurrences Regulations 2013.
- 8.2** The Contractor shall report to the Clerk as a matter of urgency the following:
 - 8.2.1** trees, hedges, shrubs, and any other items in the sites which pose a hazard, danger, obstruction or restriction to the public use of the area;
 - 8.2.2** service leaks or blockages;
 - 8.2.3** items such as gates, fences, furniture, etc. which require remedial works;
 - 8.2.4** any other improvements which the contractor considers could be made;
 - 8.2.5** damages to any item within the sites resulting from acts of vandalism or other reasons.

9. Insurance

- 9.1** The Contractor is to have a minimum of £ 10,000,000 public liability insurance. A current certificate of insurance to this effect must be produced to the Clerk prior to commencement of the contract and evidence of renewal during the contract if appropriate.
- 9.2** The Contractor shall indemnify the council against any costs, damages claims or proceedings for any injury or damage to any property or persons or animals arising from or as a result of the Contractor's negligence, poor workmanship or failure to notify the Council of any action likely to cause injury or damage to a third party.

10. Termination of Contract

- 10.1** Either party may, without reason, terminate the Contract, in writing, giving three month's notice.
- 10.2** The Contractor is asked to contact the Clerk, Sarah Nash, telephone number 01483 422044, or e-mail clerk@witley-pc.gov.uk if any clarification is required.