

Seaford Town Council

Grounds Maintenance Contract Terms and Conditions

**1. Parties**

This Agreement is made between:

* [Seaford Town Council] (“the Client”), and
* [Successful Contractor] (“the Contractor”).

**2. Contract Term**

2.1 The Contract shall commence on 1st April 2026 and continue for a period of 3 years unless terminated earlier in accordance with these Conditions.
2.2 The Client may, at its sole discretion, extend the Contract for up to 2 years on the same terms, subject to satisfactory performance.

**3. Scope of Works**

3.1 The Contractor shall carry out the services described in the Contract Specification and any supporting documents in the Tendering Pack (including maps and instructions).
3.2 The Contractor shall provide all labour, materials, tools, machinery, and equipment necessary to deliver the works unless otherwise stated.
3.3 The Contractor shall maintain the works to a professional standard and in accordance with good horticultural and environmental practice.

**4. Contractor Obligations**

The Contractor shall:

* Ensure all staff are suitably trained, competent, and supervised.
* Ensure their staff have the appropriate qualifications and training as per the Contract Specification.
* Comply with all applicable laws, regulations, and byelaws.
* Ensure works are carried out safely, with minimal disruption to the public.
* Use only non-chemical fertilisers as specified.
* Remove all green waste, litter (and arisings if using cut and collect) from site unless otherwise agreed.
* Report promptly to the Client any issues affecting the works (e.g. vandalism, disease, irrigation failure).

**5. Client Obligations**

The Client shall:

* Provide the Contractor with access to the sites during agreed working hours.
* Respond promptly to reasonable requests for information or decisions.
* Pay the Contractor in through a mutually agreed method.

**6. Payment**

As part of their tender submission, Bidders are invited to propose payment terms that they consider fair and appropriate. The Council is keen to support local businesses and will give due consideration to payment terms that help ensure cash flow and sustainability, while complying with public sector obligations.

**7. Insurance**

The Contractor shall maintain the following insurances for the duration of the Contract and provide evidence upon request:

* **Employers’ Liability Insurance** – minimum £10,000,000 per claim.
* **Public Liability Insurance –** minimum £5,000,000 per claim.

**8. Health & Safety**

8.1 The Contractor shall comply with the Health and Safety at Work Act 1974 and all other relevant legislation.
8.2 The Contractor shall prepare and provide risk assessments and method statements where requested by the Client.
8.3 The Contractor shall immediately notify the Client of any accident, incident, or near miss occurring in connection with the works.

**9. Environmental Requirements**

The Contractor shall:

* Comply with the Client’s environmental policies.
* Avoid the use of pesticides and herbicides except where expressly authorised.
* Dispose of waste responsibly and recycle where practicable.
* Take reasonable steps to minimise noise, dust, and disruption.

**10. Monitoring & Performance**

10.1 The Client (or its representatives) may inspect the works at any time.
10.2 Performance will be reviewed against the Contract Specification and agreed Key Performance Indicators.
10.3 Repeated or material failures may result in termination under Clause 12.

**11. Confidentiality & Data Protection**

11.1 The Contractor shall keep confidential all information obtained in the course of the Contract.
11.2 The Contractor shall not disclose such information without the Client’s prior written consent, except where required by law.
11.3 The Contractor shall comply with the UK GDPR and Data Protection Act 2018 in respect of any personal data processed under this Contract.

**12. Termination**

The Client may terminate the Contract immediately if:

* The Contractor commits a material breach of this Contract.
* The Contractor becomes insolvent or ceases trading.
* The Contractor fails to maintain required insurances.

Either party may terminate the Contract by giving 6 months written notice.

**13. TUPE**

Where applicable, the Contractor shall comply with the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) and fully cooperate with the Client and any successor contractor in relation to staff transfers.

**14. Dispute Resolution**

14.1 The parties shall seek to resolve disputes amicably in the first instance.
14.2 If unresolved, disputes may be referred to mediation.
14.3 The courts of England & Wales shall have exclusive jurisdiction.

**15. Governing Law**

This Contract shall be governed by and construed in accordance with the laws of England and Wales.

**Signatures**:

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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For and on behalf of (Company):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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