

CONTRACT

Between

Puddletown Area Parish Council

And

[name of Service Provider]

THE CONTRACT

The Contract shall comprise the following:

A. The Conditions of Contract comprising:

- 1 Appointment
- 2 Definitions & Interpretations
- 3 Contract Term
- 4 The Service Provider's obligations
- 5 The Service Provider's Representative
- 6 The Council's obligations
- 7 The Council's Authorised Officer
- 8 VAT
- 10 Indemnity
- 11 Insurance
- 12 Conflict of Interest
- 13 Monitoring of the Contract
- 14 Termination
- 15 Termination consequences
- 16 Force Majeure
- 17 Status of the Service Provider
- 18 Variations
- 19 Equal Opportunities
- 20 Disclosure and Barring
- 21 Complaints in Respect of Service Provision
- 22 Disputes
- 23 Waiver
- 24 Entire Contract
- 25 Notices
- 26 Assignment and Sub-Contracting
- 27 Third Parties
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- B. The Service Specification (Appendix 1)**
- C. Appointed Representatives (Appendix 2)**
- D. Pricing Schedule and Payment Terms (Appendix 3)**

CONTRACT FOR installation of a new grass and artificial Cricket wicket at Puddletown Recreational Area

THIS CONTRACT is made the <DATE> day of <YEAR>

BETWEEN

- (1) [Name of company] whose address for service within the jurisdiction of the courts of (England and Wales) is [...] (the Service Provider)

AND

- (2) Puddletown Area Parish Council (the Council) whose contact address is c/o Anna Bendall (clerk) 27 Brymer Road, Puddletown, Dorset, DT2 8SX

1 Appointment

- 1.1 The Council wishes to commission the Service Provider to install a new grass and artificial Cricket wicket at Puddletown Recreational Area in accordance with the Conditions, the Service Specification, Schedules and Appendices herewith.

(CONDITIONS OF CONTRACT)

2 Definitions & Interpretations

2.1 Definitions

Authorised Officer means	Puddletown Area's Parish Council Clerk, whose contact details are listed in Appendix 2, or any person whose name has been notified in writing by or on behalf of the Council to the Service Provider in accordance with Condition 9
Commencement Date	shall be the agreed date the Service Provider commences the delivery the Services to the Council
Contract	means the Contract entered into by the Council and the Service Provider embodied in the Conditions of Contract and the Contract Documents
Contract Documents	means the Terms and Conditions of Contract, the tender documents and any submissions made by the Service Provider together with the schedules and appendices
Contract Standard	means such standards as complies in each and every respect with all relevant provisions of the Contract Documents and where to the extent that no criteria are stated in the Contract the standard is to be to the entire satisfaction of the Authorised Officer and in any event to the following standards: <ul style="list-style-type: none">▪ in a good, safe and efficient manner in accordance with good practice and highest professional standards▪ in accordance with all relevant provisions of the Contract Documents;

- in accordance with all applicable statutes, statutory instruments, rules, regulations and bye-laws;
- in a manner which shall not cause the image and reputation of the Council to be diminished in any way;
- in accordance with all applicable standards including the British Standards Institute and equivalent EC standards;

Council means the Puddletown Area Parish Council

Force majeure means:

- acts of war
- acts of God
- decrees of Government
- change of law
- riots
- civil commotion; and
- any event or circumstance beyond the control of, or unpreventable by, the affected party other than any labour dispute between the Service Provider and his staff or the failure to provide the Services by any of the Service Provider's sub-contractors.

Instruction means a written order to provide the Services or any part thereof as described therein;

Personal Data means data within the meaning of the Data Protection Act 1998

Schedules mean the Schedules and appendices attached to these Conditions

Services means the works and Services required to provide the outcomes set out in the Specification at Schedule 1 and which are to be delivered by the Service Provider

Service Provider has the same meaning as means [name of service provider] and its staff, agents and sub-contractors

Service Provider's Representative means the person who is to represent the Service Provider appointed pursuant to Condition 7.1, whose contact details are listed in Appendix 2.

The Tender Brief sets out the outline specification of the Services

Term means the period the Services shall be provided by the Service Provider from the Commencement of the Services to the completion of all work required under the Contract.

Variation has the meaning ascribed to it in Condition 20

2.1 Interpretation

- a. Words in the singular include the plural and vice versa;
- b. Words in the masculine include words in the feminine and vice versa
- c. Words importing individuals shall be treated as importing corporations and vice versa;

- d. Headings are for ease of reference only and shall not affect the construction of the Contract; and
- e. Reference to any enactment, order, regulation or other similar instrument shall be construed as a reference to such enactment, order, regulation or instrument as amended or re-enacted by any subsequent enactment, order, regulation or instrument.

3 Contract Term

- 3.1 This means the period from [.....] to completion of the works to the Contract Standard unless terminated in accordance with Condition 15 of this agreement.

4 The Service Provider's obligations

- 4.1 The Service Provider shall comply with the reasonable direction of the Authorised Officer and use his best endeavours to provide the Service.
- 4.2 The Service Provider shall at all times comply with the requirements of the Health and Safety at Work, etc Act 1974 and any other statutes or regulations etc pertaining to health and safety. The Service Provider shall also ensure, so far as is reasonably practicable, that members of the public, the Council's servants, agents and contractors are not exposed to risks to their health or safety.
- 4.3 The Service Provider shall, at all times during the Term, assign to the Services sufficient, qualified and experienced servants and agents to ensure that the Services are provided in accordance with the Contract Standard.
- 4.4 The Service Provider, upon the formation of the Contract and at all times throughout the Contract Term, warrants and represents to and undertakes with the Council in the terms set out in the Service Provider's Tender Submissions.

5 The Service Provider's Representative

- 5.1 The Service Provider shall confirm a senior person as a representative empowered to act on behalf of the Service Provider for all purposes connected with the Contract. Any notice, information, Instruction or other communication given to the Service Provider's Representative shall be deemed to have been given to the Service Provider.
- 5.2 The Service Provider shall forthwith give notice in writing to the Authorised Officer of the identity, address and telephone numbers of any person authorised to act for any period as deputy for the Service Provider's Representative and when such deputy ceases to be so authorised.
- 5.3 The Service Provider shall ensure that the Service Provider's Representative, or a competent deputy authorised by the Service Provider, is present on-site at the work and available to meet the Authorised Officer or representatives at all reasonable times in the preparation and completion of the Contract.

6 The Council's obligations

- 6.1 In consideration of the services rendered by the Service Provider under this Contract the Council shall pay the Service Provider in accordance with Appendix 3.
- 6.2 The Council shall provide clear and accurate instructions to the Service Provider and shall take all reasonable measures to assist the Service Provider to provide the Services to the Contract Standard.

7 The Council's Authorised Officer

- 7.1 The Authorised Officer shall be the Clerk to Puddletown Area Parish Council or such other person nominated in writing by the Council from time to time to act in the name of the Council for the purposes of the Contract.
- 7.2 From time to time the Authorised Officer may appoint one or more representatives to act for him/her generally or for specified purposes or periods. Immediately any such appointment is made, the Authorised Officer shall give written notice thereof to the Service Provider.
- 7.3 The Authorised Officer and his/her deputies shall be entitled to monitor the performance of the Services.
- 7.4 If any clarification of the powers and duties of individual officers is required by the Service Provider then this shall be sought in writing from the Authorised Officer.

8 VAT

- 8.1 All sums payable under this Contract unless otherwise stated are exclusive of VAT and other duties or taxes.

9 Confidentiality

- 9.1 The Service Provider shall not at any time during or after the Term divulge or allow to be divulged to any person any confidential information relating to the functions or affairs of the Council.

10 Indemnity

- 10.1 The Service Provider shall indemnify and keep indemnified the Council from and against any and all loss, damage or liability (whether criminal or civil) suffered [and legal fees and costs incurred] by the Council resulting from a breach of this Contract by the Service Provider including:

- (a) any act, neglect or default of the Service Provider or its servants or agents; and
- (b) breaches in respect of any matter arising from the supply the Services resulting in any successful claim by any third party

- 10.2 The Council shall not be liable to the Service Provider for the death of or injury to the Service Provider or its servants or agents or loss or damage to the Service Provider's property unless due to the negligence of the Council or its servants or agents.

- 10.3 The Council shall not be liable for any consequential losses, including but not exclusively, loss of profit, earning, income, business, goodwill, savings opportunities, reputation or associated costs to the Service Provider howsoever caused.

11 Insurance

- 11.1 The Service Provider shall maintain at its own cost a policy of insurance, to cover its liability in respect of any act or default for which it may become liable to indemnify the Council under the terms of this Contract in the following minimum sums:

- (a) Employers' liability of £5,000,000 (five million)
- (b) Public liability of £5,000,000 (five million)

- 11.2 The Service Provider shall provide the insurance policies to the Authorised Officer on request.

12 Conflict of Interest

- 12.1 Upon becoming aware of any possible conflict of interest that may arise between the interest of the Council and any other of the Service Provider's client, the Service Provider shall notify the Authorised Officer immediately and shall take all reasonable steps to remove or avoid the cause of any such conflict to the satisfaction of the Authorised Officer.

13 Monitoring of the Contract

- 13.1 The Council and the Service Provider shall together agree an initial Contract Implementation plan no later than 90 days after the Commencement Date.
- 13.2 The Service Provider shall as soon as reasonably practicable provide the Authorised Officer with any information relating to the carrying out of the Services which the Authorised Officer may reasonably request.

14 Termination

- 14.1 The Council reserves the right to terminate this Contract by giving the Service Provider 90 days' notice in writing. In the event that the Contract is terminated pursuant to this condition then the Council will not be obliged to pay to the Service Provider any further sums other than sums owing for Services rendered.
- 14.2 The Council may terminate the Contract forthwith if:
- 14.2.1 It is of the reasonable opinion that the Service Provider is in default in the performance or observance of any term or condition of the Contract such as, but not limited to:-
- (a) It is of the opinion that the Service Provider has failed to perform the Services specified in the Contract or has failed to do so to the Contract Standard and that such failure is incapable of remedy.
 - (b) It is of the opinion that the Service Provider has failed to remedy a failure to perform the Services or has failed to remedy a failure to provide the Service to the Contract Standard including the standard required by the Schedules or these conditions of Contract in the time required to remedy such failure as expressed in writing to the Service Provider .
 - (c) It is of the opinion that the Services have not been provided at the time set out in the Schedules.
 - (e) The Service Provider compounds or arranges with his creditors whilst insolvent or is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986.
 - (f) A mortgagee takes possession of the whole or a substantial part of the Service Provider's property or assets or an administrator is appointed to the same.
 - (g) An order is made, or a resolution passed, for the winding up of the Service Provider.

15 Termination consequences

- 15.1 In the event of the Contract being terminated for the reasons contained in Condition 14.2 above the Council will:
- (a) cease to be under any obligation to make further payment until the costs, loss and/or damage resulting from or arising out of the termination of the Service Provider's engagement shall have been calculated; and

- (b) be entitled to employ and pay other persons to provide and complete the provision of the Services or any part thereof; and
 - (c) be entitled to deduct from any sum or sums that would but for this Condition have been due from the Council to the Service Provider under this Contract or any other contract or agreement, or be entitled to recover the same from the Service Provider as a debt, together with any consequent loss or damage to the Council. Such loss or damage will include the reasonable costs to the Council of the time spent by its officers in terminating the Contract, and in making alternative arrangements for the provision of the Services or any part thereof;
- 15.2 The rights of the Council under this Condition are in addition to and without prejudice to any other rights the Council may have against the Service Provider.
- 15.3 The termination of the Contract, howsoever arising, will be without prejudice to any rights or obligations theretofore accrued or to any provisions which are expressed to be performed after or to survive the termination of this Contract.
- 16 Force Majeure**
- 16.1 If either party fails to carry out their respective obligations under this Contract as a result of force majeure then that party shall not be liable under this Contract for such failure provided the affected party shall have given the other notice that such failure is the result of force majeure within 10 Working Days of such failure occurring.
- 16.2 If an event of force majeure occurs then the Council and the Service Provider shall meet to discuss how best to continue to provide the Services until the force majeure event ceases, which may include the Council providing the Service Provider with assistance, where possible.
- 17 Status of the Service Provider**
- 17.1 During the Term the Service Provider shall be an independent Service Provider and not an employee of the Council and the Service Provider must not represent to anyone, nor allow any of his employees or agents to represent to anyone, that they are agents or servants of the Council.
- 17.2 In such capacity the Service Provider shall bear exclusive responsibility for the payment of his national insurance contributions as a self-employed person and for discharge of any income tax and VAT liability arising out of remuneration for his work performed by him under this Contract.
- 18 Variations**
- 18.1 A variation to this Contract (including to the scope and nature of the Services) shall only be valid if it has been agreed in writing and signed by both parties.
- 18.2 If either party wishes to vary this Contract then it shall set out in writing and serve on the other the nature of the variation sought and the reasons for it.
- 18.3 If either party receives a written request to vary then within 28 days of receipt it shall notify the other whether or not it agrees to the variation and if not, the reasons.
- 18.4 The Service Provider shall not make a variation or supply work not specified without the written authority of the Authorised Officer.
- 19 Equal Opportunities**
- 19.1 The Service Provider shall use all reasonable endeavours to comply with all statutory provisions, statutory instruments, rules, regulations and bye-laws relating to equality and

discrimination including, but not limited to, the Equality Act 2010 and shall take all reasonable steps to ensure that its employees or agents do not discriminate against any person because of their sex, marital status, colour, race, nationality or ethnic origin, or on the grounds of their disability.

20 Disclosure and Barring

- 20.1 The Service Provider warrants that he is a fit and proper person to undertake the Services.
- 20.2 The Service Provider shall provide copies of any of its staff's criminal records etc check to the Authorised Officer on request, albeit with any Personal Data redacted.

21 Complaints in Respect of Service Provision

- 21.1 The Service Provider shall assist the Appointed Officer in dealing with complaints from members of the public, Council officers and members.

22 Disputes

- 22.1 If any dispute or difference arises out of this Contract the parties shall meet and attempt to resolve all such disputes or differences.

23 Waiver

- 23.1 Failure by either party to enforce at any time or for any period any one or more of the terms or conditions of this Contract shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Contract, nor shall such failure create an estoppel.

24 Entire Contract

- 24.1 Each party acknowledges that this Contract, its schedules and any amendments or variations that may be agreed in writing by both parties, contains the whole agreement between parties relating to the subject matter of the Contract.

25 Notices

- 25.1 Any notice or other communications requiring to be served under or in connection with the Contract shall be in writing and shall be delivered to the registered offices at the addresses stated in the Contract or as otherwise specified in the Contract.
- 25.2 Any such notice shall be delivered by hand, sent by recorded first class post, or delivered by e-mail (subject to express confirmation of receipt) and shall conclusively be deemed to have been given or received at the time of delivery.
- 25.3 The parties shall comply with the terms of any notice specifying a breach of the provisions in the Contract and requiring the breach to be remedied.

26 Assignment and Sub-Contracting

- 26.1 The Council shall be entitled to assign the benefit of the Contract or any part thereof and shall give written notice of any assignment to the Service Provider.
- 26.2 The Service Provider shall not:
- (a) assign the Contract or any part thereof or the benefit or advantage of the Contract or any part thereof;
 - (b) sub-contract the provision of the Services or any part thereof to any person without the prior written consent of the Authorised Officer. Such consent shall be at the discretion of the Authorised Officer and, if given, shall not relieve the Service Provider from any liability or

obligation under the Contract. The Service Provider shall be responsible for the acts, defaults or neglect of any sub-contractor, its employees or agents in all respect as if they were the acts, defaults or neglect of the Service Provider.

27 Third Parties

26.1 Neither party intends to confer any right or benefit upon a third party and for the avoidance of doubt, the provisions of the Contract (Rights of Third Parties) Act 1999 are expressly excluded from this Contract.

28 Governing Law

28.1 This Contract shall be governed by English law.

IN WITNESS of which the parties have executed this Agreement as follows:

Signed for and on behalf of the Council

Name

Signature

Date

Name

Signature

Date

Signed for and on behalf of the Service Provider

Name

Signature

Date

Appendix 1

SERVICE SPECIFICATION

To be added based on the Tender Brief specification for the works and as agreed through the tendering process

Appendix 2

APPOINTED REPRESENTATIVES

The Service Provider’s Representative:

.....

For general queries in the absence of the named officer.

.....

The Council’s Authorised Officer shall be:

.....

For general queries in absence of the named officer.

.....

Appendix 3

PRICING SCHEDULE AND PAYMENT TERMS

Pricing Schedule (example)

Item #	Line Item Description	Fixed Price
1	Site setup and preparation including appropriate Health & Safety measures	
2	Removal of grass vegetation to disposal off site	
3	Removal of existing non-turf cricket pitch (NTP) to disposal off site	
4	Construction of a 6-pitch cricket square assuming a 10-12cm depth of loam	
5	Installation of a ring drain and soakaway outfall	
6	Installation of an irrigation tank and hydrant	
7	Make good and remove soil & debris, including clarity of how soil and debris will be disposed of or re-cycled	

Payment Terms

3. Both the Council and the Service Provider shall adhere to the following procedure in respect of invoicing and payments in respect of the Services:-
 - (a) The Service Provider shall submit to the Council its invoice for the completed work
 - (b) The Council will arrange payment, which will be made within a 30 days of invoice date unless disputed by the Council.
 - (c) Where the Council disputes the amounts entered on an invoice the parties shall discuss the differences and the Service Provider shall submit such further information as required by the Council to verify the invoice sum.
 - (d) Once agreed, the Service Provider shall submit a corrected Invoice as agreed pursuant to Condition 4.1(a), above.