



# MIDDLETON CHENEY

## Parish Council

Parish Meeting Room  
Main Road  
Middleton Cheney  
Banbury  
OX17 2LR

## Street Lighting Maintenance Contract Draft

This Agreement is made on [Date] between:

- Middleton Cheney Parish Council, hereinafter referred to as "the Council", and
- [Contractor Name], hereinafter referred to as "the Contractor".

### 1. Definitions

- "Assets": The 200 streetlights owned by the Client.
- "Services": All maintenance activities as outlined in the proposal.

### 2. Contractor's Obligations

- Perform regular inspections and maintenance as per the agreed schedule.
- Maintain detailed records of all activities and provide quarterly reports to the Client.
- Ensure all work complies with relevant UK laws and standards.
- Coordinate with the highway authority for any required road closures.

### 3. Client's Obligations

- Provide the Contractor with access to all Assets.
- Promptly report any known issues or damages.
- Pay all invoices within 30 days of receipt.

### 4. Payment Terms

- The Client agrees to pay the Contractor an annual fee of £[TBC], payable in annual/quarterly/monthly instalments of £[TBC].
- Additional charges for emergency repairs beyond the included incidents will be invoiced separately.

### 5. Term and Termination

- This Agreement shall commence on [Start Date] and continue for 3 years.
- Either party may terminate the Agreement with 90 days' written notice.
- Immediate termination is permissible in the event of a material breach.

### 6. Liability and Insurance



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- The Contractor shall maintain public liability insurance of at least £5 million.
- The Contractor is liable for any damages resulting from negligence or non-compliance.

### 7. Dispute Resolution

- Any disputes arising under this Agreement shall first be addressed through mediation.
- If unresolved, disputes shall be submitted to arbitration under UK law.

### 8. Governing Law

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

Signed:

[Parish Council Representative]

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

[Contractor Representative]

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



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### Service Level Agreement (SLA)

For Maintenance of 200 Parish Council-Owned Street Lights

Between:

- Middleton Cheney Parish Council ("the Council")
- [Contractor Name] ("the Contractor")

Commencement Date: \_\_\_\_ / \_\_\_\_ / 2025

Review Date: Annually on the contract anniversary date

#### 1. Purpose

This SLA sets out the performance standards, reporting obligations, and service expectations for the maintenance of 200 street lights owned by the Council.

#### 2. Scope of Services

Service Category	Description
Preventative Maintenance	Monthly night-time patrols and annual component checks
Fault Repairs	Repair of lamp failures, control gear, photocells, columns
Emergency Response	Immediate risk mitigation (e.g. exposed wires, damaged columns)
Road Closure Coordination	Highway authority liaison and permit management
Data Management & Reporting	Digital log of inspections, repairs, asset register updates

#### 3. Performance Indicators

Service Type	Performance Standard	Response Time / Target
Routine Night Patrol	Minimum 95% coverage monthly	By end of each month



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<b>Fault Repair</b>	Minor faults repaired	Within 5 working days
<b>Emergency Repair</b>	Risk to public safety	Within 3 hours (24/7 availability)
<b>Report Submission</b>	Digital maintenance reports to council	Quarterly
<b>Highway Coordination</b>	Permit submission	Minimum 10 working days before works

#### 4. Reporting and Monitoring

- Quarterly Reports to include:
  - Faults identified and resolved
  - Replacement parts used
  - Emergency responses attended
  - Road closures or permits obtained
- Annual Performance Review Meeting:
  - To evaluate SLA compliance and service development

#### 5. Failure to Meet SLA

- Stage 1 Warning: Written notice if two consecutive KPIs are missed
- Stage 2 Recovery Plan: Required within 14 days of formal notice
- Stage 3 Penalties: £[TBC] per KPI missed over three consecutive quarters
- Persistent underperformance may result in termination of contract

#### 6. Points of Contact

Party	Name	Role	Email	Phone
Parish Council	Pip Davis	Clerk and RFO	clerk@middletoncheneyorg.uk	01295 713500



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Party	Name	Role	Email	Phone
Contractor	[Contractor Rep Name]	Operations Lead	[Email]	[Phone]

### Signatures

Signed by:

[Parish Council Name]

Signature: \_\_\_\_\_

Name:

Date:

[Contractor Name]

Signature: \_\_\_\_\_

Name:

Date: