**West Chiltington Parish Council**

 **Grounds Maintenance - Conditions of Contract**

By submitting a tender for contract, the Contractor agrees to conform to the following Conditions of Contract whether individually stated within sections or not: -

1. The Contractor shall ensure that the guidelines laid down for the bird nesting season are strictly adhered to.
2. The Contractor must inform the Parish Council at the Contractors earliest convenience if there are any issues of a Health & Safety nature that the Contractor comes across when carrying out the works listed within the specification. This is to ensure that items of an urgent and non-urgent nature are dealt with as quickly as possible.
3. The Contractor shall ensure that the clearance of all waste on all aspects of work listed in the numbered sections in the invitation to tender letter is included within the quotation price. (ie: all cuttings and all hedge clippings, silt etc). It is particularly important that all grass cuttings are removed from pathways/walkways.
4. The Contractor will ensure that all relevant legislation appertaining to the Health & Safety at Work Act, COSHH Control of Substances Hazardous to Health Regulations along with any other applicable legislation is strictly adhered to.
5. The Contractor will ensure that all members of staff are provided with suitable protective clothing for the tasks they will be undertaking, and that site-users safety is maintained as a priority at all times.
6. Where there is any conflict, site-users safety should always have priority and the Contractor should refer any such matter to the Client as soon as possible after any event in writing.
7. It is the Contractors responsibility to ensure that any equipment or machinery is not left lying around during employee rest periods. Such machinery must be returned to the Contractors vehicle during these periods.
8. The Contractor must ensure that it has in place adequate insurances for the duration of the contract. A copy of the Contractors current documents must accompany any quotation sent in reply to this letter and a copy of the new policy documentation forwarded to the client at renewal each year.
9. Where any substances are to be used when carrying out listed works, these must be covered under the COSHH Regulations. It is the responsibility of the Contractor to adhere to these regulations.
10. Should one of the Contractors employees cause danger or problems, the Client reserves the right to ask the Contractor not to allow this employee to re-appear for the duration of the contract.
11. The Contractor shall ensure that all mowers, strimmers and any other equipment are fitted with appropriate safety guards. The Client has the right to ask the Contractor to replace items damaged if appropriate equipment is not used.
12. The Contractor shall ensure that when equipment needs refuelling, this is carried out safely and appropriately on an area of hard standing and not on grass areas. Any spillage of liquid must be cleared up immediately.
13. Where strimming is carried out, this should be to the boundary of each site. Contractors must take care to ensure that trees/plants/furniture/safety surfacing are not damaged during the strimming process. The contractor will be responsible for replacing any items damaged.
14. West Chiltington Parish Council and its employees cannot accept responsibility or liability for any claim, loss or damage whatsoever which may arise resulting from the lack of care and attention on behalf of the Contractor whilst the Contractor or their employee(s) are carrying out work on behalf of West Chiltington Parish Council.
15. Should the Contractor fail to comply with the conditions of contract, the Parish Council shall be entitled to terminate the contract by giving not less than 3 months’ notice.
16. Should the Contractor wish to terminate the contract they must do so be way of giving not less than 3 months written notice.
17. The Contract shall commence on the Commencement Date for the Contract Period subject to any extensions in accordance with Condition 18, or termination in accordance with Condition 15 & 16.
18. The Contract Period shall be reviewed by the Council on the second anniversary of the Commencement Date. The Council will review the Contractors performance of the Contract and decide in its sole discretion as to whether to extend the Contract period for a further year. If extended, the Contract Period shall be reviewed by the Council on the third anniversary of the Commencement Date. The Council will review the Contractors performance of the Contract and decide in its sole discretion as to whether to extend the Contract period for a further year or more.